



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY MAY 3, 2012 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Keith Herring**
- 3. 3-a. Service Recognitions**

Shawn Bolenbarr – Water Construction	5 years
Andrew Ebel – City Council Member	5 years
Mary Lednický – Animal Control	5 years

3-b. New Employees

Caroline Martin – Water Treatment
Kacey Weiss – Municipal Courts
Kristi Jackson – Finance
Stephen Nittsche – Sewer Construction
- 4. Proclamation**
 - **Municipal Clerks Week – April 29, 2012 – May 5, 2012** **Page 1**
- 5. Citizens Comments**

CONSENT AGENDA

6. Statutory Consent Agenda

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

- 6-a. Second Reading of Ordinance O-12-007 Authorizing the Closure of the Vulcan Street BNSF Railroad Crossing Located at Railroad Mile Post 126.15 to Establish a Quiet Zone** **Page 2-3**

WORK SESSION

7. **Discussion with Area Representative from Suddenlink Communications Regarding the Cable Television System, Service and Related Issues** **Page 4**
8. **Discussion and Presentation on a Request from Country Place Northwest Home Owners Association for Residential Water Service** **Page 5-7**
9. **Discussion and Presentation Regarding the Expansion of Water Service to Valmont Industries, Inc. and the Possible Extension of Right-Of-Way on Schulte Blvd.** **Page 8-11**

REGULAR AGENDA

10. **Discuss and Possibly Act Upon Approval of an Agreement with Jones and Carter, Inc. for Engineering Services to Expand Water Service Related to the Improvement of Fire Protection at Valmont Industries, Inc. and Authorize the Mayor to Execute Any Necessary Documentation** **Page 12-23**
11. **Discuss and Possibly Act Upon a Request from Triple K Cattle for a Reduction in the Annual Lease Payment for the Old Landfill Site and Authorize the Mayor to Execute Any Necessary Documentation** **Page 24-26**
12. **Discuss and Possibly Act Upon a Request to Use Sanitation Fund Reserves to Purchase Two (2) Used Haul Trucks for the City of Brenham Transfer Station and Authorize the Mayor to Execute Any Necessary Documentation** **Page 27-28**
13. **Discuss and Possibly Act Upon the Re-Appointment of Members to the Brenham Housing Authority Board** **Page 29-31**
14. **Discuss and Possibly Act Upon the Designation of Board Member Positions and Appointments to the Brenham-Washington County Hotel Occupancy Tax (HOT) Board** **Page 32-33**
15. **Discuss and Possibly Act Upon the Appointment of New Member(s) to the Brenham-Washington County Hotel Occupancy Tax (HOT) Board** **Page 34-38**
16. **Discuss and Possibly Act Upon the Re-Appointment of a Member to the Library Advisory Board** **Page 39**
17. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 2 of the Code of Ordinances of the City of Brenham for the Purpose of Achieving Best Practices Recognition Status from the Texas Police Chief Association's Law Enforcement Best Practices Recognition Program** **Page 40-46**

18. **Discuss and Possibly Act Upon Resolution R-12-009 Authorizing the Police Department to Use Seized Narcotic Funds to Purchase Training and Vehicle Equipment for the K-9 Officer** **Page 47-49**

19. **Discuss and Possibly Act Upon an Ordinance on its First Reading to Repeal Ordinance O-07-016 Relating to a Non-Exclusive Franchise Granted to Complete Container Service, LLC to Operate a Roll-off Container Service for Residents, Businesses and Industries Inside Brenham City Limits** **Page 50-53**

20. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Granting a Non-Exclusive Franchise to A&K Waste Removal Services, Inc. to Operate a Roll-Off Container Service for Residents, Businesses, and Industries Inside Brenham City Limits** **Page 54-67**

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.

21. **Administrative/Elected Officials Report**

Adjourn

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

CERTIFICATION

I certify that a copy of the May 3, 2012 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 April 30, 2012 at _____ AM PM.

Jeana Bellinger, TRMC,
City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2012 at _____ AM PM.

Signature

Title

PROCLAMATION

WHEREAS, The Office of the Municipal Clerk, a time honored and vital part of local government, exists throughout the world and is the oldest among public servants;

WHEREAS, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government;

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal Service to all;

WHEREAS, The Municipal Clerk serves as the information center on functions of local government and community;

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations; and

WHEREAS, It is most appropriate that we recognize the accomplishment of the Office of the Municipal Clerk and further extend our appreciation to our Municipal Clerk and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Now, THEREFORE I, Milton Y. Tate Jr., Mayor of the City of Brenham, Texas do Hereby Proclaim the week of April 29, 2012 - May 5, 2012

MUNICIPAL CLERKS WEEK

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

Milton Y. Tate Jr., Mayor
City of Brenham

ORDINANCE O-12-007

AN ORDINANCE PROVIDING FOR THE CLOSURE OF THE VULCAN STREET BNSF RAILROAD CROSSING LOCATED AT RAILROAD MILEPOST 126.15 TO ESTABLISH A QUIET ZONE; PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH CLOSURE; AUTHORIZING THE MAYOR TO EXECUTE ANY DOCUMENTS NECESSARY TO CLOSE THE VULCAN STREET RAILROAD CROSSING.

WHEREAS, the silencing of the train horns within the corporate limits of the City of Brenham, Texas will improve the quality of life for the citizens of Brenham; and

WHEREAS, the train horns can be silenced by the establishment of a Railroad Quiet Zone; and

WHEREAS, certain safety measures must be taken in accordance with federal law and regulations governing the establishment of a Railroad Quiet Zone; and

WHEREAS, Vulcan Street is divided into two sections by the Burlington Northern Santa Fe Railroad (BNSF); and

WHEREAS, BNSF Railway Company and the City have joined together to eliminate the street/railroad crossing on Vulcan Street at Railroad Milepost 126.15 as unnecessary and in furtherance of the City's establishment of a Railroad Quiet Zone; and

WHEREAS, the City Council of the City of Brenham hereby finds that the closing of the Vulcan Street BNSF Railroad Crossing is in the best interest of the citizens of Brenham promotes the health, safety and general welfare; NOW THEREFORE,

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

SECTION 1. That the Vulcan Street BNSF Railroad Crossing be and the same is hereby closed and vacated and shall no longer be used by the public as a thoroughfare for vehicular traffic.

SECTION 2: That the City Council does hereby authorize the City Manager or his designee to take any appropriate action to close and vacate the Vulcan Street BNSF Railroad Crossing located at Railroad Milepost 126.15 to establish a Railroad Quiet Zone, and further does hereby authorize the Mayor to execute any and all documents necessary to close and vacate the Vulcan Street BNSF Railroad Crossing as authorized by this Ordinance.

SECTION 3: That Ordinance No. O-11-013 is hereby repealed. Further, all other ordinances that are in conflict with the provisions of this Ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 4: Should any paragraph, sentence, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional.

SECTION 5: That this Ordinance shall take effect immediately from and after its passage and publication as required by law; however, notwithstanding any other provisions herein, this Ordinance shall not be effective unless BNSF provides a cash reimbursement to the City of Brenham in exchange for the closing and vacating of the Vulcan Street BNSF Railroad Crossing in an amount not less than \$25,000.

PASSED and APPROVED on its first reading this the 19th day of April, 2012.

PASSED and APPROVED on its second reading this the 3rd day of May, 2012.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 7

DATE OF MEETING: May 3, 2012	DATE SUBMITTED: April 30, 2012	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Terry K. Roberts	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input checked="" type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss with Area Representative from Suddenlink Communications Regarding the Cable Television System, Service and Related Issues		
SUMMARY STATEMENT: Suddenlink Regional Manager Charles Hembree will update the Mayor and Council on improvements that have been made to the Suddenlink system since December 2010. During the December 2, 2010 Council meeting, Hembree explained what has been occurring with cable television service disruptions. Suddenlink was in the process of changing its distribution system to provide digital service.		
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: Discussion only		
APPROVALS: Terry K. Roberts		



AGENDA ITEM 8

DATE OF MEETING: May 3, 2012	DATE SUBMITTED: April 30, 2012	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Kyle Dannhaus	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input checked="" type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discussion and Presentation on a Request from Country Place Northwest Home Owners Association for Residential Water Service		
SUMMARY STATEMENT: See attached memo.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Memo from Kyle Dannhaus; and (2) Letter from Country Place Northwest Homeowner's Association		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Discussion only		
APPROVALS: Terry K. Roberts		



To: Mayor and Councilmembers

From: Kyle Dannhaus

Subject: Country Place Northwest

Date: April 30, 2012

The Country Place Northwest Homeowner's Association has submitted a letter request for the City to provide water service to their subdivision. Country Place Northwest is a subdivision on the north side of town with approximately 60 homes. They are not requesting the City provide full water service, only potable water and not fire protection capacity. They also plan to maintain their own distribution system and the City provide the ability to fill their distribution tanks. Staff has reviewed the request and determined this be feasible. We would like Council's opinion about the City providing this service to Country Place Northwest.

Country Place Northwest
Homeowner's Association
P.O. Box 1835
Brenham, Texas 77834-1835

April 30, 2012

Mayor Milton Y. Tate, Jr. and City Council
City of Brenham
P.O. Box 1059
Brenham, Texas 77834

Re: Residential Water Service

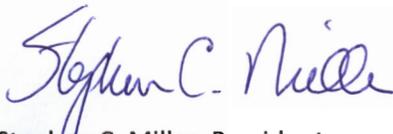
Dear Mayor and Council:

The Country Place Northwest Homeowner's Association (CPNW-HOA) respectfully requests your consideration to provide residential water service to our subdivision. CPNW-HOA owns and operates a water well and a pressurized water distribution system which provides residential water to 64 meters. This request is for the City of Brenham to provide a primary source of water supply to our storage tanks. The HOA will continue to operate and maintain the pressurized water distribution system. CPNW-HOA has no back-up water supply, so any prolonged interruption in service due to well and pump repairs results in no available water service for the subdivision homeowners.

Our request is coming at this time due to the age and condition of the well. The water well was originally drilled in the early 1980s by Pomykal and is serviced by J&S Water Wells. The well is 6 inches in diameter at the surface with a 2 or 3 inch liner that extends to approximately 220 feet below the surface. During the past 18 months, J&S Water Wells has noticed that the well casing has started to deteriorate. Large amounts of scale and other impediments have made removal of the pumping gear difficult and cumbersome. They also commented that the wire leads above the motor showed burns and abrasions which is sometimes indicative of tight diameters inside the well casing. While significant amounts of debris, scale and sand were initially produced from the well, the well is currently producing moderate amounts of sand. This can contribute to excessive wear on the pump and pumping gear.

While there are no predictors to indicate the well's remaining useful life, we are seeking a permanent primary water source for CPNW subdivision. Should the City Council approve this request, HOA officers and representatives would be available to meet with the City of Brenham as soon as possible. We appreciate your time and thank you in advance for your consideration of this request.

Respectfully,



Stephen C. Miller, President
Country Place Northwest Homeowner's Association



AGENDA ITEM 9

DATE OF MEETING: May 3, 2012	DATE SUBMITTED: April 27, 2012	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Terry Roberts	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input checked="" type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discussion and Presentation Regarding the Expansion of Water Service to Valmont Industries, Inc. and the Possible Extension of Right-Of-Way on Schulte Blvd.		
<p>SUMMARY STATEMENT: We have added a work session on this agenda to give us an opportunity to brief the Council on information about the proposed water participation project with Valmont Industries. We also plan to update you on the questions raised about the possibility of extending Schulte Street Blvd. to Salem Road.</p> <p>The work session is in advance of any action item. Since the formal session items were tabled, we deferred action of the participation agreement this week but left the engineering agreement on the agenda to keep the project moving forward. If the Council's questions are answered and you are ready to proceed, we will bring back participation agreement at the Council meeting in two weeks.</p> <p>Included in your packet are two maps showing different routes for the Schulte Street extension. Public Works Director Doug Baker was able to use survey information on file, to come up with two routes for the right of way. Both routes involve Valmont Industries and Paul Batista property. One route requires one of the communications tower guys be modified. The other route avoids the tower guy but shifts the route closer to one of their buildings.</p> <p>Calvin Brown, the Valmont plant manager, will be meeting with corporate officials in Brenham this week and will discuss the road project with them while here. We have furnished both routes to the two property owners and hope to have an answer about both property owners' willingness to work with us on securing the right of way.</p> <p>The agenda item got tabled before we discussed the specifics of the water extension project. Public Utilities Director Lowell Ogle wants to discuss the merits of the project since it has direct benefit to our water system. It is true the project was initiated by Valmont because they have a need for great water volumes for their fire protection. The current preliminary plan directly benefits our system because it extends the west side high pressure plane to a bigger area of the City.</p> <p>Essentially, the plan would have the City paying for the extension from Industrial Blvd. to the Valmont property line. Valmont will pay 100% of the cost for continuation of the 12 inch main across virtually the entire length of their property. This section would be dedicated to the City in an easement provided by Valmont. The 12 inch truck main would add to our system and primarily be paid for by Valmont.</p>		

Securing the Schulte Blvd. right of way for a future extension of the roadway to Salem is very worthwhile and should be pursued. However, the water system improvements are a win-win situation and also should be pursued. Valmont gets the water volumes they need for fire protection. The City gets a 12 inch main from Industrial Blvd. almost over to Salem Road that will enhance the water system for the price of a short extension from Industrial Blvd. to the Valmont property line.

In hindsight, we should have started the Council discussion of this project with a work session so that the Council could go through the details of the project and its mutual benefits. The participation agreement could have then followed where Mr. Bovey could have walked through the legal agreement of the project discussed with our operations people in work session.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Aerial Maps

FUNDING SOURCE (Where Applicable): N/A

RECOMMENDED ACTION: Discussion only

APPROVALS: Terry K. Roberts



1.000 ACRES

LOT 1
2.403 ACRES

LOT 2
16.178 ACRES

LOT 3
10.601 ACRES

SALEM ROAD

STATE HIGHWAY NO. 36



1.000 ACRE

LOT 1
2.403 ACRES

LOT 2
16.178 ACRES

LOT 3
10.601 ACRES

1.39 ac.

SALEM ROAD

STATE HIGHWAY NO. 36



AGENDA ITEM 10

DATE OF MEETING: May 3, 2012		DATE SUBMITTED: April 27, 2012
DEPT. OF ORIGIN: Public Utilities		SUBMITTED BY: Lowell Ogle
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Approval of an Agreement with Jones and Carter, Inc. for Engineering Services to Expand Water Service Related to the Improvement of Fire Protection at Valmont Industries, Inc. and Authorize the Mayor to Execute Any Necessary Documentation		
<p>SUMMARY STATEMENT: Attached is an agreement from Jones and Carter, Inc. for engineering services related to improvements within the Water Distribution System. These improvements will involve extending a 12” water main from Industrial Blvd. into the Valmont property and installing some infrastructure within their property (see attached map) the 12” backbone portion of this line will be dedicated to the City. This line will also be extended at some point to Salem road to serve some customers, create an additional feed into the system and extend the new pressure plane. The City will only be paying for the portion of line from Industrial Blvd. to the Valmont property line. This extension will allow service to some future areas that will need to be served from the new pressure plane.</p> <p>Total project cost is estimated to be \$385,000 including engineering and construction. The city’s total participation in the project is \$53,000 as discussed in the participation agreement.</p> <p>The total amounts for engineering are \$30,150 for design and \$18,900 for additional services. The city’s portion of these costs will be \$4136 for design services and \$3150 for additional services.</p>		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
<p>A. PROS: Will loop system and extend new pressure plane.</p> <p>B. CONS:</p>		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Agreement for Engineering Services		
FUNDING SOURCE (Where Applicable): Water fund reserves.		

RECOMMENDED ACTION: Approve an agreement with Jones and Carter, Inc. for engineering services to expand water service related to the improvement of fire protection at Valmont Industries, Inc. and authorize the Mayor to execute any necessary documentation.

APPROVALS: Terry K. Roberts

PROFESSIONAL SERVICES AGREEMENT

Between

THE CITY OF BRENHAM, TEXAS

and

JONES & CARTER, INC.

The CITY OF BRENHAM, TEXAS, as CLIENT, engages JONES & CARTER, INC., as ENGINEER, to perform professional services for the assignment described as follows:

The extension of a 12-inch water line along the west side of the Valmont property from Industrial Drive to near Salem Road, including various improvements to the fire protection system within the Valmont property. The general route for the proposed improvements is as shown on Exhibit A attached. To include general engineering consultation, preparation of construction drawings and specifications, field surveys, and resident project representation.

I. SERVICES: ENGINEER agrees to perform the design work for CLIENT as a part of ENGINEER'S Basic Services. Platting, Field Surveys, Resident Project Representation, and Reimbursable Expenses will be considered Additional Services. Basic Services and Additional Services will be performed in conformance with the following descriptions, terms, and conditions.

A. BASIC SERVICES: ENGINEER will perform these services in three phases.

1. Preliminary Phase: ENGINEER will discuss the assignment with CLIENT; arrange for surveys, soil borings, investigations, and tests for CLIENT'S account, as required; prepare preliminary drawings and preliminary construction cost estimates; and present recommendations.
2. Design Phase: After completion of Preliminary Phase and when authorized by CLIENT, ENGINEER will arrange for additional surveys, soil borings, investigations, and tests for CLIENT'S account, as required; prepare final contract drawings in ink on Mylar, specifications, and cost estimates; obtain necessary approvals from applicable federal, state, and local agencies; and prepare necessary bidding documents.
3. Construction Phase: After completion of Design Phase and when authorized by CLIENT, ENGINEER will assist CLIENT in securing and analyzing bids or negotiated proposals, recommend awards of construction contracts, and consult with CLIENT during construction; transmit instructions of CLIENT to Contractor; periodically visit construction site to observe progress and quality of work; interpret drawings and specifications; review shop drawings, material and equipment tests, and Contractor's pay estimates; observe the completed construction for conformity to contract documents; and issue to CLIENT a Certificate of Substantial Completion at which time Basic Services shall be deemed complete.

B. ADDITIONAL SERVICES: All work performed by ENGINEER which is either described in this paragraph or not included in the Basic Services defined above shall constitute Additional Services. These shall include:

1. Travel and subsistence to points other than ENGINEER'S or CLIENT'S offices and project site;
2. Copies of construction documents in excess of five (5) sets;
3. Revisions to substantially completed construction documents or approved preliminary documents occasioned by changes in scope of work;
4. Soil borings; soil, mill, shop, and laboratory tests;
5. Field surveys, construction staking, lot staking, and related office computations and drafting;
6. Resident project representation;
7. Special reports or studies, bond application reports, property maps, plats, preparation of environmental statements, applications for permits or grants, appearances before regulatory agencies, and required filing fees;
8. Revisions to construction documents to indicate "Record" conditions;
9. Services as an expert witness including preparation of engineering data and reports on behalf of the CLIENT or in connection with litigation or other controversies, or in consultation with CLIENT or attorneys;
10. Renderings, exhibits, or scale models;
11. Additional or extended services during construction made necessary by work damaged by fire or other cause during construction; defective or neglected work of contractor; prolongation of construction contract time by more than 20%, acceleration of work schedule involving services beyond normal working hours; or default under construction contract due to delinquency or insolvency;
12. Services after issuance of Certificate of Substantial Completion;
13. Services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify accuracy of drawings or other information furnished by CLIENT;
14. Other services not otherwise included in the Agreement or not customarily furnished in accordance with generally accepted engineering practice.

II. COMPENSATION: CLIENT agrees to pay ENGINEER for above-described services in accordance with the following descriptions, definitions, terms, and conditions.

A. BASIC SERVICES: The project will be divided into two (2) phases for accounting purposes. The first phase will consist of that portion of the project from Industrial Drive to Valmont's north property line. The second phase of the project will include the improvements constructed on Valmont's property. Compensation for this project will be based on a percentage of the Total Construction Cost (Curve A) per contract as determined by the curves included in Exhibit B. Compensation will be paid for the various phases as follows.

PRELIMINARY PHASE	20%
DESIGN PHASE	60%
CONSTRUCTION PHASE	<u>20%</u>
TOTAL	100%

1. Total Construction Cost:

- a. Total Construction Cost shall be based on and include, among others, the following items: (1) all work designed and specified by ENGINEER, including labor, material, and equipment (including work covered by additive alternates that increase the cost of the project, if used); and (2) all labor, material, and equipment furnished by CLIENT or by others.
- b. Total Construction Cost shall not be based on nor include: (1) compensation payable to ENGINEER under this agreement; (2) compensation payable to any architect or other engineer, or (3) expenditures not connected with construction or design, such as land acquisition costs or attorney's fees.
- c. Total Construction Cost shall be: (1) the actual cost to the CLIENT of the finished project, if there is reasonably adequate information from which such cost amount can be determined, plus the amount of the proposal received from the successful bidder for each additive alternate not used (or the ENGINEER'S most recent cost estimate for such alternate, if no proposal is received); (2) if reasonably adequate information is not available from which actual cost can be determined, then the lowest bona fide proposal received for construction of the project, including all additive alternates of that proposal; (3) if such a proposal is not available, then the ENGINEER'S most recent opinion of cost for the project including all additive alternates. In determining Total Construction Cost, reduction shall not be made for any deductive alternates that decrease the cost of the project if used.

B. **ADDITIONAL SERVICES:** Compensation will be on the basis of ENGINEER'S current hourly rates plus reimbursable expenses in accordance with the SCHEDULE OF HOURLY RATES attached hereto (Exhibit C) and with the SCHEDULE OF REIMBURSABLE EXPENSES attached hereto (Exhibit D). Hourly rates and reimbursable expenses are subject to annual revision in January of each year that this Agreement is in force. CLIENT will be provided a schedule of rates for any services rendered which are not included in the basic SCHEDULE OF HOURLY RATES.

III. **PAYMENTS:** Engineer will invoice CLIENT monthly in amounts based on ENGINEER'S estimate of the portion of the Basic Services completed, plus charges for Additional Services performed. CLIENT agrees to promptly pay ENGINEER at his office in Washington County, Texas, the full amount of each such invoice upon receipt. A charge of 0.75% per month will be added to the unpaid balance of invoices not paid within 30 days after date of invoice.

IV. **OWNERSHIP OF DOCUMENTS:** All drawings, specifications, reports, studies, and other documents prepared by ENGINEER for CLIENT shall be CLIENT'S property. ENGINEER will serve as custodian of all drawings, specifications, reports, studies, and other documents and shall

furnish copies to CLIENT at CLIENT'S expense. CLIENT shall not reuse, modify, or alter the drawings or specifications without first removing all references to ENGINEER and its employees.

- V. **COST ESTIMATES:** Cost Estimates prepared by the ENGINEER represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that the ENGINEER has no control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the ENGINEER cannot and does not guarantee that bids will not vary from any cost estimate prepared by him.
- VI. **INSURANCE:** ENGINEER agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for CLIENT under this Agreement.
- VII. **LIABILITY LIMITATION:** The ENGINEER agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that the ENGINEER shall not be liable for error, omission, or breach of warranty (either expressed or implied) in his preparation of designs and drawings, preparation of surveys, designation and selection of materials and equipment for the project, or the performance of any other services in connection with any assignment for which specific authorization is given by the CLIENT pursuant to Section I of this Agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent engineer in the same or similar circumstances and conditions.
- VIII. **TERMINATION**
 - A. **CONDITIONS OF TERMINATION:** This Agreement may be terminated without cause at any time prior to completion of ENGINEER'S services either by CLIENT or by ENGINEER, upon seven (7) days written notice to the other at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in paragraph VIII.B below.
 - B. **COMPENSATION PAYABLE ON TERMINATION:** On termination, by either CLIENT or ENGINEER, CLIENT shall pay ENGINEER the full amount specified in paragraph II.A with respect to any phase of Basic Engineering Services which has been completed plus an amount fixed by applying the rate specified for Additional Services in paragraph II.B to all Basic Services performed to the date of termination for any phase then in progress, plus an amount fixed by applying the rate specified in paragraph II.B to all Additional Services performed to date of termination (including all Reimbursable Expenses incurred).
- IX. **SUCCESSORS AND ASSIGNS:** CLIENT and ENGINEER each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this Agreement and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet, or transfer his interest in this Agreement without written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.
- X. **SPECIAL PROVISIONS:** This instrument contains the entire Agreement between CLIENT and ENGINEER, except as additionally stated below:
 - A. The amount of any excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as determined above.

- B. All letter proposals describing the scope of services and method of compensation shall become part of this Agreement.
- C. For this project, the ENGINEER anticipates that combined (all phases) ADDITIONAL SERVICES may include field surveys for design, construction staking, project representation, geotechnical support and materials testing. Compensation for these services shall not exceed \$19,000.00 without further written authorization by the CLIENT.

XI. INVALIDATION AND MODIFICATIONS: If this Agreement is not executed by CLIENT within 30 days of date tendered, it shall become invalid unless ENGINEER extends the time in writing. This Agreement can be modified only by mutual written consent of both parties.

XII. This Agreement shall be governed by the laws of the State of Texas. Executed and effective this ____ day of _____, 2012.

CITY OF BRENHAM
P.O. BOX 1059
BRENHAM, TEXAS 77834-1059

JONES & CARTER, INC.
1500 SOUTH DAY STREET
BRENHAM, TEXAS 77833

BY: _____
Milton Y. Tate, Jr.
Mayor

BY: Wm. R. Krueger
Wm. R. Krueger, P.E., RPLS
Vice President
Brenham Operations Manager

DATE: _____

DATE: 3/28/12

ATTEST: _____
Jeana Bellinger
City Secretary

ATTEST: John E. Pledger III
John E. Pledger, III, P.E., RPLS
Vice President
Business Development

EXHIBIT A



- LEGEND**
- EXISTING FIRE HYDRANT
 - PROPOSED FIRE HYDRANT
 - EXISTING WATER LINE (CITY)
 - EXISTING WATER LINE (VALMONT)
 - 8" WATER LINE
 - 12" WATER LINE (VALMONT)
 - 12" WATER LINE (CITY)

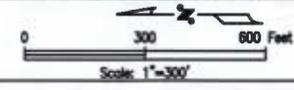
DATE	REVISION	BY

WALMONT
BRIDGEMAN, TEXAS

WALMONT FIRE FLOW STUDY
OPTION 2

JC JONES & CARTER, INC.
1000 Board of Professional Engineers Registration No. F-428
 1000 Board of Professional Engineers Registration No. F-428
 1000 Board of Professional Engineers Registration No. F-428

DESIGNER	DATE	SCALE
CHECKED	DATE	SCALE
APPROVED	DATE	SCALE

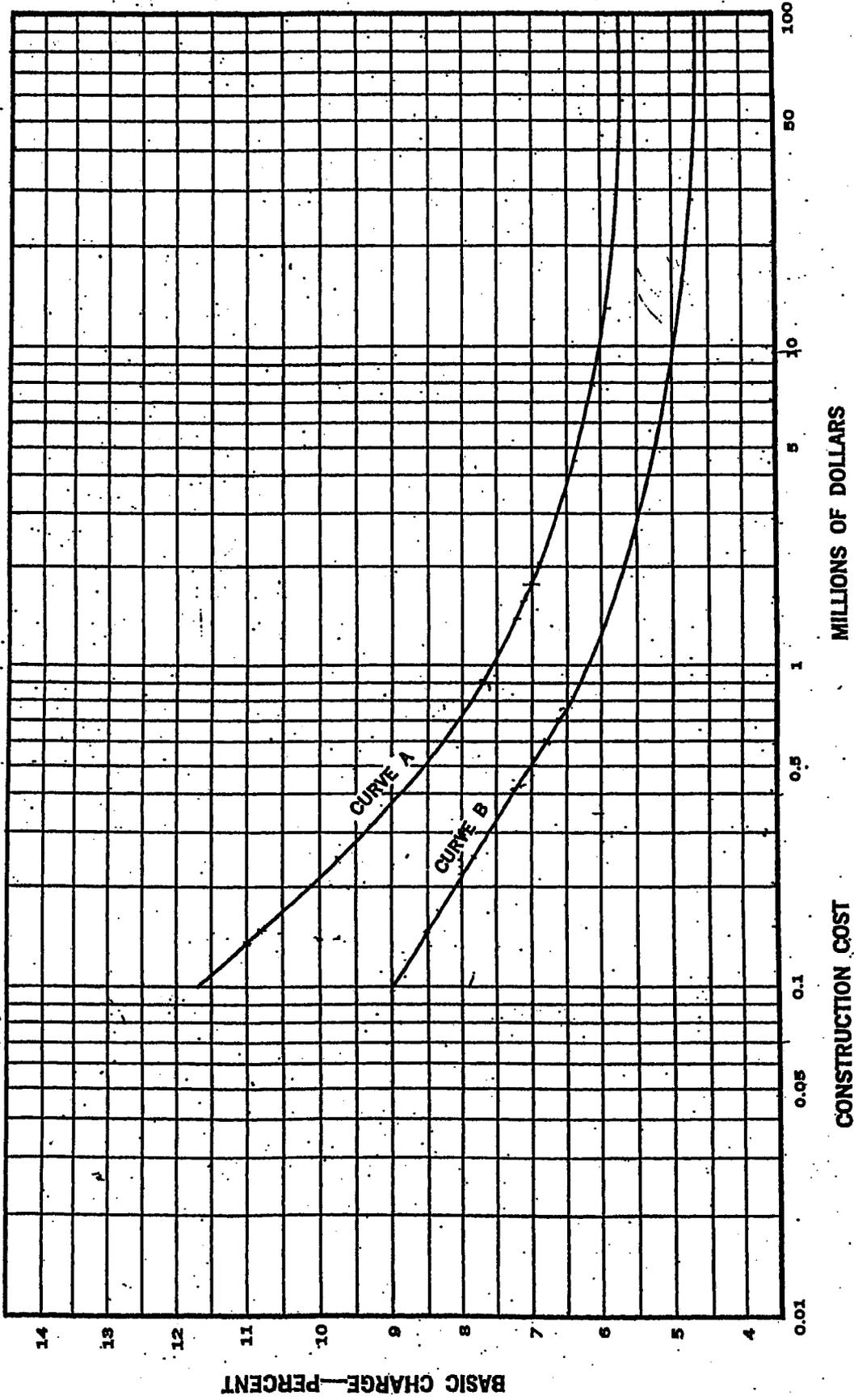


SHEET NO.
2
OF 4

EXHIBIT B

Curves of Median Compensation

CURVES A AND B



ROSENBERG	AUSTIN
SAN ANTONIO	DALLAS
THE WOODLANDS	HOUSTON
BRYAN/COLLEGE STATION	BRENHAM

Texas Board of Professional Engineers Registration No. F-439

EXHIBIT C

SCHEDULE OF HOURLY RATES

Effective January 2012

Subject to Annual Revision in January 2013

ENGINEERING PERSONNEL

Engineer I	\$ 76
Engineer II	\$ 82
Engineer III	\$ 90
Engineer IV	\$100
Engineer V	\$115
Engineer VI	\$130
Staff Engineer	\$140
Project Engineer	\$150
Sr. Project Engineer	\$155
Sr. Project Manager	\$160
Department Manager	\$170
Division Manager	\$180
Officer – Regional Manager	\$190
Officer – Corporate Manager	\$200
Officer – President	\$225

ELECTRICAL ENGINEERING PERSONNEL

Electrical Engineer I	\$90
Electrical Engineer II	\$100
Electrical Engineer III	\$110
Electrical Engineering IV	\$120
Electrical Engineer V	\$130
Electrical Engineer VI	\$135
Electrical Project Representative	\$60

CONSTRUCTION PERSONNEL

(includes mileage)	
Project Representative I	\$ 48
Project Representative II	\$ 55
Project Representative III	\$ 65
Project Representative IV	\$ 75
Project Representative Coordinator	\$ 80
Construction Engineer I	\$ 76
Construction Engineer II	\$ 82
Construction Engineer III	\$ 90
Construction Engineer IV	\$100
Construction Engineer V	\$115
Construction Manager	\$150

OFFICE PERSONNEL

Office Assistant	\$ 25
Clerk	\$ 30
Engineer's Assistant I	\$ 45
Engineer's Assistant II	\$ 60
Secretary I	\$ 37
Secretary II	\$ 45
Secretary III	\$ 55
Contract Coordinator	\$ 60
Bookkeeper	\$ 65
Staff Assistant	\$ 70
Chief Accountant	\$ 90

SURVEYING PERSONNEL

4-Man Field Crew	\$140
3-Man Field Crew	\$130
2-Man Field Crew	\$110
4-Man Field Crew w/Robotic Survey System	\$180
3-Man Field Crew w/Robotic Survey System	\$170
2-Man Field Crew w/Robotic Survey System	\$150
1-Man Field Crew w/Robotic Survey System	\$125
4-Man Field Crew w/GPS System	\$210
3-Man Field Crew w/GPS System	\$200
2-Man Field Crew w/GPS System	\$170
1-Man Field Crew w/GPS System	\$150
Survey Technician I	\$ 50
Survey Technician II	\$ 60
Project Surveyor I	\$ 65
Project Surveyor II	\$ 78
Project Surveyor III	\$ 90
Chief of Survey Crews	\$ 90
Registered Prof. Land Surveyor	\$120
Survey Manager	\$130

DESIGNERS/DRAFTING PERSONNEL

CAD Operator I	\$ 42
CAD Operator II	\$ 48
CAD Operator III	\$ 57
CAD Operator IV	\$ 66
CAD Operator V	\$ 76
CAD Manager	\$ 90
Designer I	\$ 80
Designer II	\$ 90
Chief Designer	\$ 93
Design Coordinator	\$100
Design Coordinator II	\$110
GIS Operator I	\$ 55
GIS Operator II	\$ 75
GIS Operator III	\$ 90
GIS Operator IV	\$100
Computer Tech	\$ 50
Computer Manager	\$100

Final Bren-Bry-CS 2012

EXHIBIT D

SCHEDULE OF REIMBURSABLE EXPENSES

Effective January 2012

Subject to Annual Revision in January 2013

1. Reproduction performed in office

<u>Size</u>	<u>Black & White</u>	<u>Color</u>
8½" x 11" (single-sided)	\$0.05/page	\$.50/page
8½" x 11" (double-sided)	\$0.15/page	\$ 1.00/page
8½" x 14"	\$0.15/page	\$.75/page
11" x 17"	\$0.20/page	\$ 1.00/page
 <u>Large Document Prints/Plots</u>		
	<u>Black & White</u>	<u>Color</u>
Translucent Bond	\$0.20/sq ft	\$ 4.00/sq ft
Color Bond	\$0.30/sq ft	\$ 5.00/sq ft
Photographic Bond	\$4.00/sq ft	\$ 8.00/sq ft
Vellum	\$1.00/sq ft	N/A
Mylar (4 mil)	\$2.00/sq ft	N/A
 <u>Aerial Backgrounds</u>		
All sizes	\$5.00/sheet (plus above sq. ft. cost)	

2. Facsimiles sent: \$1.00/each
3. Transportation (mileage): \$0.50/mile
4. Audio/Video Conferencing
- a. Audio Conferencing \$0.15/minute/person
 - b. Video Conferencing \$0.50/minute/person
 - c. Audio/Video Conferencing \$0.65/minute/person
5. Subcontracts and all other outside expenses and fees: Actual cost plus 10% service charge
6. Surveying Expenses
- a. Crew Rates: Includes time charged portal to portal and the first 120 miles of transportation and standard survey equipment
 - b. Special Rental Equipment: Actual cost plus 10%
 - c. Stakes: Cost plus 10% service charge where an excessive number of wooden stakes or any special stakes are required
 - d. Iron Rods and Pipes: Cost plus 10%
 - e. All-Terrain Vehicle (ATV): \$150/day
 - f. Overnight Stays: \$190/night
 - g. Overtime Rates: Jobs requiring work on weekends or holidays billed at 1.5 times the standard rate
 - h. Sales Tax: To be paid on boundary-related services.
 - i. Deliveries, abstracting services, outside reproduction costs, and other reimbursable expenses charged at cost plus 10%

City of Brenham
Valmont Water Line Extension
Engineering and Surveying Fees Estimate

March 28, 2012

Item	Phase 1	Phase 2	Totals
Basic Services	\$4,136	\$26,014	\$30,150
Additional Services			
Surveys For Design	\$950	\$6,050	\$7,000
Easement Descriptions	\$750	\$750	\$1,500
Construction Staking	\$725	\$4,475	\$5,200
Part-Time Project Representative	\$725	\$4,475	\$5,200
Total Additional Services	\$3,150	\$15,750	\$18,900
Total Engineering and Surveying Fees	\$7,286	\$41,764	\$49,050



AGENDA ITEM 11

DATE OF MEETING: May 3, 2012	DATE SUBMITTED: April 26, 2012	
DEPT. OF ORIGIN: Public Utilities	SUBMITTED BY: Dane Rau	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
<input type="checkbox"/> WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Request from Triple K Cattle for a Reduction in the Annual Lease Payment for the Old Landfill Site and Authorize the Mayor to Execute Any Necessary Documentation		
<p>SUMMARY STATEMENT: On May 13, 2010 Marvin Koehne, DBA Triple K Cattle Co. was awarded Bid #10-008 for the lease of the old landfill property on Old Navasota Rd. The bid was awarded to Mr. Koehne in the amount of \$4,553.11 for an annual lease to use the land for hay production. During the time of the bids, 4 other bids were received. This tract consists of 133.90 acres of undeveloped land and has been used in the past for hay production.</p> <p>As all of us know, 2011 was one of the driest years of all-time. Due to the drought Mr. Koehne was unable to utilize the landfill as it was planned. Late in 2011 one attempt was made to produce hay which totaled only 28 round bales on 133.90 acres. Normally, this tract produces 100-300 round bales of hay per cutting with 3 or more cuttings per year. Mr. Koehne's contract with the City mandates that the payment be made in May of each year, in which 2011 was fully paid by Mr. Koehne. After the outcome of 2011 staff felt that a reduction in some amount be offered to Mr. Koehne for his disappointing hay season on the 133.90 acres. Mr. Koehne has written a letter requesting a lease reduction for 2012 for 50% of the annual cost. This reduction would total \$2,276.56. Staff feels that this is the right thing to do and after the reduction is awarded the lease amount will revert to the original bid in 2010.</p> <p>All of us realize that many farmers and ranchers struggled last year due to the drought and years like 2011 are sometimes just part of doing business as a farmer/lessee/rancher, but we also realize that if we can assist these farmers and ranchers in desperate times such as these that we should do so.</p>		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS: Will not receive the total amount of revenue for the landfill lease.		
B. CONS: Will assist Mr. Koehne and still receive revenue for the portion of the landfill lease.		

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Letter from Marvin Koehne

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: Approve a request from Triple K Cattle for a reduction in the annual lease payment for the Old Landfill Site for 2012 in the amount of \$2276.56 and authorize the Mayor to execute any necessary documentation.

APPROVALS: Lowell Ogle Jr.

Marvin Koehne
2700 Old Chappell Hill Road
Brenham, Texas 78833

April 25, 2012

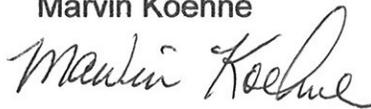
City of Brenham
Brenham, Texas

Reference: Lease of Old Landfill Site

Due to the severe drought in 2011 I was only able to make 28 rolls of hay. I am asking the City of Brenham to consider reducing the lease payment for 2012 by 50% or \$2276.56.

Thanks

Marvin Koehne

A handwritten signature in cursive script that reads "Marvin Koehne".



AGENDA ITEM 12

DATE OF MEETING: May 3, 2012	DATE SUBMITTED: April 26, 2012	
DEPT. OF ORIGIN: Public Utilities	SUBMITTED BY: Dane Rau	
MEETING TYPE: CLASSIFICATION: ORDINANCE:		
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Request to Use Sanitation Fund Reserves to Purchase Two (2) Used Haul Trucks for the City of Brenham Transfer Station and Authorize the Mayor to Execute Any Necessary Documentation		
<p>SUMMARY STATEMENT: On April 19, 2012 City Council approved staff to move forward with the purchase of a used haul truck for the Transfer Station. It was noted in the discussion that staff should look for a good used truck and if one was not found that possibly a new one would be bought instead. Since the last meeting our Fleet Maintenance Technician, Pat Draehn and our Sanitation Superintendent Bobby Branham have looked at several used trucks. None of these trucks met our expectations. We then shifted our focus to our local dealer, Hermann International, who put us on to two ideal trucks that just came up for sale and have low miles and reputable past. Bobby Branham and Pat Draehn visually inspected the trucks and feel that either one or both would be a great fit for our Transfer Station. These two trucks are both '07 Internationals that are identical to our unit #125 that was purchased in 2006. One truck has 278,000 miles on it and the other has 325,000 miles. The history of these trucks were also checked and it was found that both of these trucks were used in the Brazos Valley for transport trucks and are being replaced due to fleet management purposes, specifically going from a manual transmission set up to automatic transmissions in the company's fleet program. Another added benefit to these trucks is that both were built prior to the emissions standards that were implemented in late 2007. These emission standards and designs after 2007 have caused us some problems with our newer garbage trucks and are an added maintenance threat. As was stated in the last meeting, we were planning on buying one used truck now and then in the 2012-2012 budget we would be asking for another used truck or new one to replace the '95 International that has already had one engine overhaul and really needs to be used as a yard truck, not an over-the-road truck. Hermann International has agreed to sell us either truck at a cost of \$39,000. They would also be providing a pre-sale inspection and conduct any necessary work to these trucks before handing them over to the City of Brenham.</p> <p>After giving it some thought and knowing the history of these trucks as well as the seller, staff would like to ask council to consider buying both of these trucks for a total cost of \$78,000. A new truck today of the same standards is valued at \$98,000. One truck can be ready to go within the next two weeks and the other will be released to us in early June.</p>		

If warded to move forward with the purchase of both trucks or stay with the one used truck this expense will be taken out of sanitation reserves, which currently has \$717,623.00. The '99 Sterling will be placed on GovDeals.com and the '95 International will be used as a yard truck.

Specifications on these trucks are as follows:

Make Model Engine Vin # Miles

2007 International 9200i 6x4 Cummings ISX 425hp 10 spd 2HSCEAPR77C404189 278,000 mi

2007 International 9200i 6x4 Cummings ISX 425hp 10 spd 2HSCEAPR77C404187 325,000 mi

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS: Will allow us to add a more reliable piece of equipment to our fleet. Will also buy used instead of new.

B. CONS: Need to buy a truck earlier than expected.

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: None

FUNDING SOURCE (Where Applicable): 106-5-042-813.00

RECOMMENDED ACTION: Approve a request to use sanitation fund reserves to purchase two (2) used haul trucks for the City of Brenham transfer station and authorize the Mayor to execute any necessary documentation.

APPROVALS: Lowell Ogle Jr.



AGENDA ITEM 13

DATE OF MEETING: May 3, 2012	DATE SUBMITTED: April 23, 2012	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Jeana Bellinger	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Re-Appointment of Members to the Brenham Housing Authority Board		
<p>SUMMARY STATEMENT: Back in January, the City Council discussed new policies and procedures for all City of Brenham advisory boards and committees. The City Council agreed that all advisory board member terms would be for staggered, three year terms; with no term limits. However, it was Council’s decision that member terms on boards and/or committees mandated by Federal and/or State law <u>would not</u> be changed to three (3) year terms.</p> <p>Since the Brenham Housing Authority Board is mandated in Section 392 of the Texas Local Government Code, no changes to the terms of membership will be made on this Board. All members will continue to be appointed to two (2) year terms. Therefore, the following persons are being recommended for reappointment:</p> <p style="padding-left: 40px;">Wanda Cooley – Term to expire on December 31, 2013 John Harris – Term to expire on December 31, 2013 Ray Daughjerg – Term to expire on December 31, 2013</p> <p>All three of the recommended appointees were up for reappointment in December, 2011 but were asked to hold-over in their current position until the new board policies and procedures were approved by City Council.</p> <p>Please note that in accordance with Council’s directive in January, all persons wishing to be appointed for 2013 will be required to follow the new application process.</p>		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		

ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Letter from Bill Decker, Executive Director of the Brenham Housing Authority
FUNDING SOURCE (Where Applicable): N/A
RECOMMENDED ACTION: Approve the appointment of Wanda Cooley, John Harris, and Ray Daugbjerg to the Brenham Housing Authority Board with their terms expiring on December 31, 2013.
APPROVALS: Terry K. Roberts



Brenham Housing Authority

P.O. Box 623
Brenham, Texas 77834-0623

April 20, 2012

City of Brenham, Texas
P.O. Box 1059
Brenham, TX 77834

Dear Mayor Tate,

The Brenham Housing Authority has three commissioners with expiring terms. All have been contacted and are willing to continue as Brenham Housing Authority commissioners.

Brenham Housing Authority recommends that the following commissioners be reappointed:

Wanda Cooley, 1920 Northview Circle Dr, Brenham, TX 77833, Phone: 979/251-7497. 1st full term as resident commissioner.

John Harris, 2501 Mustang Rd, Brenham, TX 77833, Phone: 979/830-4151. Reappointment.

Ray Daugbjerg, 8251 Cottontail Lane, Brenham, TX 77833, Phone: 979/836-9122. Reappointment.

Sincerely,

A handwritten signature in black ink that reads "Bill Decker". The signature is fluid and cursive.

Bill Decker
Executive Director



AGENDA ITEM 14

DATE OF MEETING: May 3, 2012	DATE SUBMITTED: April 23, 2012	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Jeana Bellinger	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Designation of Board Member Positions and Appointments to the Brenham-Washington County Hotel Occupancy Tax (HOT) Board		
<p>SUMMARY STATEMENT: On April 5, 2012 the City Council approved Ordinance No. O-12-005 providing for the powers, duties, organization, operation, board membership and additional matters related to the HOT Board. The new Ordinance directed that that all HOT board member terms would be for staggered, three year terms; with no term limits; however, the members currently serving on the Board had been appointed to 2 year terms and in order to get everyone on staggered, three year terms, all members had to draw for new terms.</p> <p>As outlined in Ordinance No. O-12-005, on April 23rd the HOT Board met and the seven (7) members, to be appointed by the City Council, drew for their initial terms of appointment, as follows:</p> <ul style="list-style-type: none"> Member Position 1: Jean Shoup, expiring December 31, 2012 Member Position 2: VACANT, expiring December 31, 2013 Member Position 3: VACANT, expiring December 31, 2014 Member Position 4: Brett Smith, expiring December 31, 2012 Member Position 5: Al Patel, expiring December 31, 2013 Member Position 6: Susan White, expiring December 31, 2014 Member Position 7: Donna Cummins, expiring December 31, 2013 <p>Please note that the following persons were appointed, to two (2) year terms, to Member Positions 8 and 9 by Washington County Commissioners:</p> <ul style="list-style-type: none"> Member Position 8: Barbara Segal, expiring December 31, 2012 Member Position 9: Bob Cottle, expiring December 31, 2013 <p>The appointments for “VACANT” Member Positions 2 and 3 will be the next item on this agenda (May 3, 2012) for your approval.</p>		

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): N/A

RECOMMENDED ACTION: Approve the re-appointment of:

Jean Shoup to Member Position 1, term expiring December 31, 2012
Brett Smith to Member Position 4, term expiring December 31, 2012
Al Patel to Member Position 5, term expiring December 31, 2013
Susan White to Member Position 6, term expiring December 31, 2014
Donna Cummins to Member Position 7, term expiring December 31, 2013

APPROVALS: Terry K. Roberts



AGENDA ITEM 15

DATE OF MEETING: May 3, 2012	DATE SUBMITTED: April 23, 2012	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Jeana Bellinger	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Appointment of New Member(s) to the Brenham-Washington County Hotel Occupancy Tax (HOT) Board		
<p>SUMMARY STATEMENT: Back on December 22, 2011, the Mayor received a resignation letter from HOT Board Chairman, Steve Finn. Then on January 9, 2012, I received an e-mail from HOT Board member Connie Hall advising that she was resigning her position on the HOT Board. Since the resignation of Mr. Finn and Ms. Hall, I have been working with Mayor Tate and Mr. Roberts on finding replacements to fill these vacancies.</p> <p>A couple of weeks ago, I was contacted by Bill Weiss, Public Relations Manager at Blue Bell Creameries, of his interest to serve on the HOT Board and it is the recommendation of the Mayor and City Manager that Mr. Weiss be appointed to serve on the HOT Board.</p> <p>At the request of Mayor Tate, I have also talked with James Lopez, owner of The Brenham House, about serving on the HOT Board. Mr. Lopez is considering the Mayor's request but I have not yet heard back from him. If Mr. Lopez wishes to serve on the HOT Board, his appointment will be made at the next Council meeting.</p>		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Request for Appointment to City of Brenham Boards and Commissions Form received from Bill Weiss; and (2) Letter dated April 24, 2012 from Bill Weiss of his desire to serve on the HOT Board		
FUNDING SOURCE (Where Applicable): N/A		

RECOMMENDED ACTION: Approve the appointment of Bill Weiss to Member Position 2 on the Brenham-Washington County Hotel Occupancy Tax (HOT) Board with a term expiring on December 31, 2013

APPROVALS: Terry K. Roberts



**REQUEST FOR APPOINTMENT TO
CITY OF BRENHAM
BOARDS AND COMMISSIONS**

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

- | | |
|--|---|
| <input type="checkbox"/> Airport Advisory Board | <input type="checkbox"/> Board of Adjustments and Appeals |
| <input type="checkbox"/> Brenham Community Development Corp. | <input type="checkbox"/> Brenham Housing Authority |
| <input type="checkbox"/> Building Standards Commission | <input checked="" type="checkbox"/> Hotel Occupancy Tax Board |
| <input type="checkbox"/> Library Advisory Board | <input type="checkbox"/> Main Street Board |
| <input type="checkbox"/> Parks & Recreation Board | <input type="checkbox"/> Planning & Zoning Board |

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

Name: Weiss Bill J.
(Title) (Last) (First) (Middle)

Residence Address: 3005 Shadow Lawn Brenham Tx 77833
(Street) (City) (State) (Zip)

Mailing Address: (If different from above)

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

Preferred Phone and Fax: 979 451 0220 979 421 2533
(Phone) (Fax)

Email Address: bill.weiss@bluebell.com

Occupation: Public Relations Manager

Employer: Blue Bell Creameries

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

Are you a resident of Washington County? Yes ___ No Length of residency: 32 years total

Do you, your spouse or your employer have any financial interest, directly or indirectly, in matters that might come before the Board to which you seek appointment?
___ Yes No If yes, explain: _____

Applicant Name: Bill Weiss

BACKGROUND

Education/Training: B.B.A., Marketing - Texas A&M University

Areas of Interest: Marketing, sales, PR, etc.

Current or Past Volunteer Experience/Community Service:

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

Organization: Leadership Washington County - 2004

Organization: Christ Lutheran Day School Board Member - 1998-2000

Organization: Washington County A&M club President - 1999-2001

Organization: Washington County Chamber of Commerce Board - 2006-2008
(2nd vice chairman 2009)
Brenham Noon Lions Club - current president

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

I have read and understand the instructions and appointment process. I certify that all statements that I have made on this application and other supplementary materials are true and correct. I acknowledge that any false statement or misrepresentation on this application or supplementary materials will be cause for refusal of appointment or immediate dismissal at any time during the period of my appointment.

Bill Weiss
Signature

4-24-12
Date

FILE THIS COMPLETED APPLICATION ALONG WITH THE CONSENT FOR FELONY BACKGROUND HISTORY FORM WITH CITY SECRETARY'S OFFICE ON OR BEFORE 5:00 P.M. ON OCTOBER 1ST

City of Brenham - City Secretary
P. O. Box 1059
Brenham, Texas 77834-1059
Phone: 979-337-7567
Fax: 979-337-7568

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

April 24, 2012

I have several reasons for seeking appointment to the Hotel Occupancy Tax Board. First and foremost, I am a proud resident of Washington County and feel very fortunate to live in such a beautiful, historic and ideal location for raising a family and doing business. Because I have been blessed to live here, I feel a sense of duty to give back to the community in this manner.

In my position as public relations manager of Blue Bell Creameries I oversee the Blue Bell tour program. During my time at Blue Bell I have experienced the number of visitor tours increase dramatically, to the point that this year we expect to see almost 200,000 visitors touring our factory. We understand that many of these tourists are also interested in many of the other historical and fun places that our community has to offer. I feel that my observations or input regarding visitors to Washington County could be valuable to this group.

Finally, as a direct descendent of a family of German immigrants who arrived in Washington County in the 1850's, I feel an obligation to be a good steward of the resources that our community receives through tourism. Like most Washington County residents, I believe that the right balance between growth and preservation is critical, and will become more important in the coming years. I hope to serve as a thoughtful proponent of both while sharing the resources fairly within the community.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read "Bill Weiss", with a stylized flourish extending to the right.

Bill Weiss



AGENDA ITEM 16

DATE OF MEETING: May 3, 2012		DATE SUBMITTED: April 23, 2012
DEPT. OF ORIGIN: Administration		SUBMITTED BY: Jeana Bellinger
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Re-Appointment of a Member to the Library Advisory Board		
<p>SUMMARY STATEMENT: Councilmember Weldon Williams was up for reappointment in December, 2011; however, he was asked to hold-over in his current position until new board policies and procedures could be reviewed and approved by City Council. In January 2012, the City Council approved new board policies and procedures; therefore, Councilmember Williams is being recommended for reappointment to the Library Advisory Board. Once reappointed, his term will expire in December 31, 2014.</p> <p>Please note that in accordance with Council’s directive in January, all persons wishing to be appointed for 2013 will be required to follow the new application process.</p>		
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): N/A		
RECOMMENDED ACTION: Approve the appointment of Councilmember Weldon Williams to the City of Brenham Library Advisory Board for a three (3) year term, expiring on December 31, 2014.		
APPROVALS: Terry K. Roberts		



AGENDA ITEM 17

DATE OF MEETING: May 3, 2012	DATE SUBMITTED: April 27, 2012	
DEPT. OF ORIGIN: Police	SUBMITTED BY: Chief Rex Phelps	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input checked="" type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 2 of the Code of Ordinances of the City of Brenham Providing for the Purpose of Achieving Best Practices Recognition Status from the Texas Police Chief Association’s Law Enforcement Best Practices Recognition Program		
SUMMARY STATEMENT: This item is designed to achieve “recognized status” through the Texas Police Chief’s Association’s (TPCA) Law Enforcement Best Business Practices. It is a continuous improvement plan that only 3% of Texas Law Enforcement agencies have achieved. This program consists of 180 industry standards that must be met and maintained. It is a quality assurance and monitoring system that is designed to maintain a balance between effectiveness and efficiency. The program requires a panel of outside assessors to evaluate the department periodically to ensure an objective overview and accountability. It is also an indication to the community that their police department is of the highest quality as it relates to providing public safety services. This ordinance is one of the 180 standards that must be met in order to achieve recognized status. The TPCA standard is that city councils must give explicit authority through ordinance and not just through city charter.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
<ul style="list-style-type: none"> • To ensure proper and most up to date policies and procedures • Meet and exceed training requirements • Enhanced internal accountability and liability reduction • Adherence to best practices that develop fair and objective processes such as promotional advancements, internal investigations, citizen complaints, and internal audits 		
B. CONS:		
<ul style="list-style-type: none"> • Staff must adhere to documenting compliance with all 180 standards • Some added indirect but inherent costs because of training requirements and re-certifications 		

ALTERNATIVES (In Suggested Order of Staff Preference): International Association of Chiefs of Police (IACP) accreditation program. However, the IACP model does not best fit the smaller agency due to expense and manpower requirements.

ATTACHMENTS: (1) Ordinance amending Chapter 2

FUNDING SOURCE (Where Applicable): The Texas Municipal League (TML) paid the application fee.

RECOMMENDED ACTION: Approve an Ordinance on its first reading amending Chapter 2 of the Code of Ordinances of the City of Brenham Providing for the purpose of achieving best practices recognition status from the Texas Police Chief Association's Law Enforcement Best Practices Recognition Program.

APPROVALS: Terry K. Roberts

ORDINANCE _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS FOR THE PURPOSE OF ACHIEVING BEST PRACTICES RECOGNITION STATUS FROM THE TEXAS POLICE CHIEFS ASSOCIATION’S LAW ENFORCEMENT BEST PRACTICES RECOGNITION PROGRAM; PROVIDING FOR A REPEALER AND SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND OPEN MEETINGS

WHEREAS, the City of Brenham Police Department is actively engaged in pursuing “recognized” status from the Texas Police Chiefs Association’s Law Enforcement Best Business Practices Recognition Program; and

WHEREAS, the City Council of the City of Brenham has determined that this Ordinance is necessary for the desired recognition;

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

SECTION 1.

Chapter 2 of the Code of Ordinances of the City of Brenham is hereby amended by adding Article VI to read as follows:

**ARTICLE VI.
AUTHORITY, JURISDICTION, AND POWERS OF THE CHIEF OF POLICE
AND THE POLICE DEPARTMENT**

Sec. 2-50. Purpose.

The purpose and intent of this Article is to secure the general health, safety and welfare of the residents of the City of Brenham, Texas by:

- A. Explicitly creating a police department and outlining both its authority and jurisdiction;
- B. Explicitly creating the position of Chief of Police to oversee and manage the Police Department; and
- C. Outlining the duties and responsibilities of both the Chief of Police and Officers.

Sec. 2-51. Creation of department; jurisdiction.

There is hereby created a Police Department of the City of Brenham, at the head of which shall be the Chief of Police. The Police Department shall be composed of the Chief of the Police and other officers and employees as the City Council may provide. The jurisdiction of the Department shall be the corporate limits of the City and that property lying outside the city limits which is owned by the City, except as otherwise provided by state law.

Sec. 2-52. Certification; compliance with state requirements.

No person shall be certified as a Police Officer who has not complied with the basic requirements established by the State of Texas for Police Officers and the City of Brenham, acting through the Chief of Police.

Sec. 2-53. Chief of Police.

- A. The Police Department shall consist of the Chief of Police and such members as the City Council may provide.
- B. The Chief of Police shall be appointed by the City Manager.
- C. The Chief of the Police shall carry out the functions of the Police Department relating to public safety and enforcement of ordinances, state and federal laws; organize the Police Department of the City in conformity with the laws of the State of Texas and the ordinances of the City; and shall promulgate policies, procedures, rules, directives and orders for the administration of the Department, including but not limited to discipline within the Department.

Sec. 2-54. Authority and duties of police officers.

- A. Individual police officers constituting the Police Department are invested with all the power and authority given to them as peace officers under the laws of the State. Inherent with this power and authority is the obligation to preserve the peace, to enforce the ordinances and regulations of the City, the laws of the State of Texas and of the United States, to take legal custody of offenders and to secure the citizens from violence.
- B. All personnel of the Police Department shall be subject to and bound by the most current directives, orders, rules, regulations and procedures for the operation of the Police Department as may be promulgated or as hereinafter amended by the Chief of Police, and failure to abide therewith shall subject the violating personnel to such disciplinary action as may be determined by the Chief of Police within the limits of federal and state law and/or City ordinances.

Sec. 2-55. Reserve police force established.

The Police Chief may establish a reserve police force in the City. The reserve police force may be activated, or deactivated, at the discretion of the Chief of Police.

Sec. 2-56. Appointment and removal of reserve members.

Members of the reserve police force shall serve at the discretion of the Chief of Police and may be called into active service at any time the Chief of Police or designee considers it necessary to have additional officers to preserve and enforce the law.

Sec. 2-57. Number of reserve members.

The reserve police force shall not exceed in number one-half (1/2) of the total number of regular police officers authorized by the City Council.

Sec. 2-58. Benefits for reserve members.

Members of the reserve police force may serve without compensation. Uniforms and uniform compensation may be provided at the discretion of the Chief of Police. The City may provide the same benefits to the reserves as any other volunteer performing official duties.

Sec. 2-59. Training of standards for reserve members.

Reserve police officers must comply with the minimum training standards established by the Texas Commission on Law Enforcement Officer Standards and Education. Such minimum standards, established for all reserve law enforcement officers, must be fulfilled before a person appointed as a reserve law enforcement officer may carry a weapon or otherwise act as a peace officer.

Sec. 2-60. Local Standards.

The Chief of Police shall establish qualifications and standards of training for members of the reserve police force and shall establish policies and regulations governing the reserve members. The Chief of Police may establish for the reserve police force the same minimum physical, mental, educational and moral standards as applicable to the regular police department, but in no case shall the standards be less than that established by the Texas Commission on Law Enforcement Officer Standards and Education.

Sec. 2-61 – 2.69. RESERVED.

SECTION 2.
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 3.
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 4.
REPEALER

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

SECTION 5.
EFFECTIVE DATE

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

SECTION 6.
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 3rd day of May, 2012.

PASSED AND APPROVED on its second reading this the 17th day of May, 2012.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 18

DATE OF MEETING: May 3, 2012	DATE SUBMITTED: April 27, 2012	
DEPT. OF ORIGIN: Police	SUBMITTED BY: Chief Rex Phelps	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input checked="" type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-12-009 Authorizing the Police Department to Use Seized Narcotic Funds to Purchase Training and Vehicle Equipment for the K-9 Officer		
SUMMARY STATEMENT: Staff recommends utilizing \$5,482.75 from the asset forfeiture account to equip a vehicle for a K-9 and purchase needed training equipment. A second K-9 has been donated by the organization of "K-9 for Cops." This second donated K-9 will expand the on-duty resource availability of a K-9 to local law enforcement. The continued medical care as well as other expenses have been donated the same as our current K-9 care. The current K-9 has been deployed 179 times in the past 18 months which has led to many narcotic seizures and the arrest of numerous felony offenders and fleeing felony offenders. In addition, the K-9 has been used as a community relations and educational tool in schools and public events. It should be noted since the inception of our current K-9 program there has not been one citizen complaint related to its utilization. It should also be noted, that for the most part there will still be only one K-9 on-duty at a time within the city. The second K-9 will help share call-out responsibility and expand on-duty resources. Up to this date and beyond all costs related to this program have been paid through donations or seizure forfeiture monies.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
<ul style="list-style-type: none"> • It will relieve some of the call-out responsibility for our current and sole K-9 handler. • Help avoid burnout and keep morale high • It will help avoid overtime for call-outs because a K-9 will be on-duty more often. • Make it harder for the criminal element to commit crimes in and around the City of Brenham • Assist local law enforcement in a way that improves officer safety • Sends a message that the City of Brenham is serious about decreasing criminal activity • The criminals help pay for the costs they impose on society 		
B. CONS:		
<ul style="list-style-type: none"> • Will be some scheduling challenges as it relates to training and care of secondary K-9 		

ALTERNATIVES (In Suggested Order of Staff Preference): Utilize the general fund to pay for the requested equipment.

ATTACHMENTS: (1) Resolution R-12-009

FUNDING SOURCE (Where Applicable): Seizure asset and forfeiture

RECOMMENDED ACTION: Approve Resolution No. R-12-009 authorizing the police department to use seized narcotic funds to purchase training and vehicle equipment for the K-9 officer.

APPROVALS: Terry K. Roberts

RESOLUTION R-12-009

A RESOLUTION OF THE CITY OF BRENHAM, TEXAS APPROVING THE TRANSFER OF \$5,482.75 FROM THE NARCOTIC SEIZURE FUND, FOR MONIES THAT HAVE BEEN AWARDED TO THE BRENHAM POLICE DEPARTMENT BY JUDICIAL ORDER

WHEREAS, the Brenham Police Department receives funds from the Court of Jurisdiction and has the authority to disburse proceeds from illegal narcotic activity;

WHEREAS, those funds may be used for legitimate law enforcement programs and equipment purchases;

WHEREAS, the transfer of \$5,482.75 being requested is for the purchase of equipment to install in a police vehicle for the housing and transportation of a police canine (K-9), a “Hot - N-Pop” climate control safety system as well as training and restraint equipment such as training bite suit, required leashes, and special training collars.

NOW THEREFORE, BE IT RESOLVED that the City Council of Brenham Texas authorized the Police Department to access those seizure funds to support the purchase training and vehicle equipment for the K-9 officer.

PASSED and APPROVED on this the 3rd day of May, 2012.

Milton Y. Tate, Jr.,
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 19

DATE OF MEETING: May 3, 2012	DATE SUBMITTED: April 27, 2012	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Jennifer Salsgiver	
MEETING TYPE: CLASSIFICATION: ORDINANCE:		
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input checked="" type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on its First Reading to Repeal Ordinance O-07-016 Relating to a Non-Exclusive Franchise Granted to Complete Container Service, LLC to Operate a Roll-off Container Service for Residents, Businesses and Industries Inside Brenham City Limits		
SUMMARY STATEMENT: On August 16, 2007 Council approve an ordinance on its second reading granting Complete Container Service, LLC a non-exclusive franchise to collect demolition/construction debris and or solid waste from commercial residential, and industrial sites using roll-off containers and/or commercial compactors. This ordinance was requested by Complete Container Service, LLC at that time. On April 23, 2012, the City of Brenham was notified by Alice Shaffer, A&K Waste Removal, Inc. owner, that her company bought Complete Container Service, LLC. Therefore, staff recommends that council repeal Ordinance O-07-016 which granted Complete Container Service, LLC authority to operate a roll-off container service for residents, businesses, and industries inside Brenham city limits.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Ordinance repealing Ordinance O-07-016; and (2) Letter from A&K Waste Removal, Inc.		
FUNDING SOURCE (Where Applicable):		

RECOMMENDED ACTION: Approve an Ordinance on its first reading to repeal Ordinance O-07-016 relating to a non-exclusive franchise granted to Complete Container Service, LLC to operate a roll-off container service for residents, businesses and industries inside Brenham city limits.

APPROVALS: Terry K. Roberts

ORDINANCE _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, REPEALING ORDINANCE O-07-016 RELATING TO A NON-EXCLUSIVE FRANCHISE WITH COMPLETE CONTAINER SERVICE, LLC TO OPERATE A ROLL-OFF CONTAINER SERVICE FOR RESIDENTS, BUSINESSES AND INDUSTRIES INSIDE BRENHAM CITY LIMITS; AND ORDAINING OTHER RELATED MATTERS:

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

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

WHEREAS, on August 16, 2007, the City Council passed Ordinance O-07-016, on second and final reading, granting a solid waste franchise to Complete Container Service, LLC; and

WHEREAS, on April 23, 2012, the City became aware that Complete Container Service, LLC was sold to A&K Waste Removal, Inc. after the date of final passage of Ordinance O-07-016;

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

I.

Ordinance O-07-016 is hereby repealed and rescinded in its entirety.

PASSED and APPROVED on its first reading this the 3rd day of May, 2012.

PASSED and APPROVED on its second reading this the 17th day of May, 2012.

Milton Y. Tate, Jr.
Mayor

ATTEST

Jeana Bellinger
City Secretary

A&K Waste Removal, Inc.
P.O. Box 578
Sealy, TX 77474-0578
979-885-1483

April 25, 2012

City of Brenham

Attn: Jennifer

This letter is to inform you that we purchased Complete Container Services effective November 2011. We currently operate out of Sealy and LaGrange. Mailing address for LaGrange is PO Box 187, LaGrange, TX 78945 and phone number is 979-968-3939.

Our rate schedule for roll-off containers is as follows:

Delivery fee - \$100.00

20 yd container - \$480.00 per haul

30 yd container - \$550.00 per haul

40 yd container - \$650.00 per haul

Fuel surcharge – 15%

*Please note that the above service does not include collection of any hazardous waste, such as tires, batteries, anything with Freon, liquid paint, chemicals, etc.

**Please note: Price above does not include tax. If you are tax exempt we will need a copy of your tax exempt certificate.

Should you have any additional questions please feel free to contact me.

Thank you,

Alice Shaffer
President



AGENDA ITEM 20

DATE OF MEETING: May 3, 2012	DATE SUBMITTED: April 27, 2012	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Jennifer Salsgiver	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input checked="" type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Granting a Non-Exclusive Franchise to A&K Waste Removal, Inc. to Operate a Roll-Off Container Service for Residents, Businesses, and Industries Inside Brenham City Limits		
SUMMARY STATEMENT: A&K Waste Removal, Inc. bought out Complete Container Service, LLC. This Ordinance grants A&K Waste Removal Service, Inc. a non-exclusive franchise for the privilege and use of public streets, alleys, and public ways within the corporate limits of the city. This ordinance provides A&K Waste Removal, Inc. authority to collect demolition/construction debris and or solid waste from commercial, residential, and industrial sites using roll-off containers and/or commercial compactors. A non-exclusive franchise fee of 5% gross revenue will be paid to the City of Brenham. The term of this agreement shall be for a period of two (2) years beginning on the date of acceptance by each entity. This agreement will automatically renew for subsequent two (2) year term and shall continue in full effect upon the expiration of the initial two (2) year term unless either party gives written notice by registered mail at least sixty (60) days prior to the expiration date.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Sanitation Franchise Ordinance		
FUNDING SOURCE (Where Applicable):		

RECOMMENDED ACTION: Approve an Ordinance on its first reading granting a non-exclusive franchise to A&K Waste Removal, Inc. to operate a roll-off container service for residents, businesses, and industries inside Brenham city limits.

APPROVALS: Terry K. Roberts

ORDINANCE _____

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

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

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

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

WHEREAS, the City of Brenham hereinafter referred to as “CITY” desires to grant this franchise to A&K WASTE REMOVAL, INC., under the terms of this Agreement as set out below.

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

**I
DEFINITIONS**

1. Agreement. This contract between the City of Brenham and A&K Waste Removal, Inc. for provision of certain roll-off container and/or commercial compactor service within Brenham under certain terms and conditions set out herein.

2. City of Brenham. Also referred to as "CITY" in this Agreement.
3. City Council. Also referred to as "COUNCIL" denoting the governing body of the City of Brenham.
4. Customers. Those industrial, residential, and/or commercial premises located within the CITY that generates solid waste requiring collection using roll-off containers and/or commercial compactors.
5. Solid Waste. All putrescible and nonputrescible solid, semi-solid, and liquid wastes, including residential, industrial, commercial and municipal garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, discarded home and industrial appliances, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes.
6. Roll-Off Containers. Also referred to as "CONTAINER". That type of solid waste industry container loaded by winch truck.
7. Commercial Compactor. Also referred to as "COMPACTOR". That type of solid waste industry container that is loaded by winch truck and compacts waste.
8. A&K WASTE REMOVAL, INC., Herein after referred to as "A&K WASTE REMOVAL, INC." The party contracting with CITY for roll-off container and/or commercial compactor service, which contains demolition/construction debris or solid waste.

II.
GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED BY
A&K WASTE REMOVAL, INC.

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

III.
AUTHORITY FOR A&K WASTE REMOVAL, INC.
TO PROVIDE SERVICE

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

IV.
DISPOSAL SITE TO BE USED

Unless approved otherwise in writing by CITY, A&K WASTE REMOVAL, INC. shall utilize any Type I permitted landfill that A&K WASTE REMOVAL, INC. deems appropriate and authorized for disposal of all solid waste, which is collected by A&K WASTE REMOVAL, INC. from within the corporate limits of the City Of Brenham.

V.
RATES TO BE CHARGED BY
A&K WASTE REMOVAL, INC.

Attached hereto as Exhibit "A" and incorporated herein by reference is the Schedule of Rates which A&K WASTE REMOVAL, INC. shall charge for the aforementioned services, such Schedule of Rates may be revised periodically and must be submitted to and approved by the City Council upon each revision and will be attached to the original franchise agreement.

VI.
PAYMENTS TO CITY

For and in consideration of the use of designated streets, alleys, and thoroughfares as well as in consideration of the covenants and agreements contained herein, A&K WASTE REMOVAL, INC. agrees and shall pay to CITY upon acceptance of this Agreement and thereafter during the term hereof, a sum equivalent to five percent (5%) of A&K WASTE REMOVAL, INC. monthly gross delivery and hauling revenues generated from A&K WASTE REMOVAL, INC. provision of solid waste roll-off container collection services within the CITY excluding landfill tipping charges. Any revenue received by A&K WASTE REMOVAL, INC. in excess of the landfill tipping charges will be subject to the franchise fee and shall be computed into A&K WASTE REMOVAL, INC. monthly gross delivery and hauling revenue. Said payment shall be paid monthly to the City of Brenham Attn: City Secretary Office and shall be due by the twentieth (20th) day of the month following the end of the previous month. Payments made after that date shall involve a ten percent (10%) penalty on the outstanding amount owed under this article of the Agreement.

Failure by A&K WASTE REMOVAL, INC. to pay amounts due under this Agreement, after written notice by CITY, may constitute Failure to Perform under this Agreement and CITY may invoke the provisions of Article XIV of this Agreement (FAILURE TO PERFORM), and/or any other remedy available to the CITY in law or equity.

VII. ACCESS TO RECORDS & REPORTING

CITY shall have access A&K WASTE REMOVAL, INC. records, billing records of those customers served by A&K WASTE REMOVAL, INC. and all papers relating to this Agreement and the operation of solid waste roll-off container collection and disposal services within the CITY. Access by CITY to A&K WASTE REMOVAL, INC. records shall be provided to CITY upon reasonable notice to A&K WASTE REMOVAL, INC. during A&K WASTE REMOVAL, INC.'S normal business hours.

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

- A. Reports of the results of all complaints and investigations received and action taken by A&K WASTE REMOVAL, INC.
- B. A listing of all A&K WASTE REMOVAL, INC. accounts served and monthly revenue derived from roll-off containers placed in the CITY under the terms of this Agreement. The reports should include customer's name, address, frequency of pick-up, size of container and monthly charges.

VIII. PLACEMENT OF CONTAINERS

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

IX. CONTAINER MAINTENANCE

A&K WASTE REMOVAL, INC. agrees to properly maintain as necessary, including but not limited to cleaning and painting, all roll-off containers placed for service within CITY.

X.
COMPLAINTS REGARDING SERVICE/SPILLAGE

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

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

XI.
OBEISANCE OF LAWS

A&K WASTE REMOVAL, INC. agrees that it shall comply with all laws, policies, rules and regulations of the United States, State of Texas, and CITY OF BRENHAM. All collections made hereunder shall be made by A&K WASTE REMOVAL, INC. without unnecessary noise, disturbance, or commotion.

XII.
UNDERSTANDINGS PERTAINING TO NON-EXCLUSIVITY

It is understood by and between the parties that this Agreement executed by and between the parties on the 17th day of May, 2012, constitutes the only agreement between the parties. It is further understood and agreed that there are no other agreements between these parties with regard to the disposal of commercial, industrial or residential solid waste in the CITY using roll-off containers/compactors and that this Agreement does not authorize A&K WASTE REMOVAL, INC. to utilize the streets, alleys or public ways to dispose of commercial, industrial, or residential solid waste other than demolition and construction debris. Both parties agree and understand that nothing in this Agreement conveys to A&K WASTE REMOVAL, INC. an exclusive franchise for the services described in this Agreement and that this Agreement is non-exclusive.

XIII.
OWNERSHIP OF MATERIALS COLLECTED

Nothing herein shall create or be construed to convey any title to the City of Brenham of any solid waste collected pursuant to the provisions of this agreement.

XIV.
FAILURE TO PERFORM

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

XV.
INDEMNIFICATION

In the event CITY is damaged due to the act, omission, mistake, fault or default of A&K WASTE REMOVAL, INC., then A&K WASTE REMOVAL, INC. shall indemnify and hold CITY harmless for such damage.

A&K WASTE REMOVAL, INC. is to indemnify and hold CITY harmless for any disposal of any prohibited material whether intentional or inadvertent.

A&K WASTE REMOVAL, INC. shall indemnify and hold CITY harmless from any and all injuries to or claims of adjacent property owners caused by A&K WASTE REMOVAL, INC., its agents, employees, and representatives.

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

XVI. INSURANCE

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

A&K WASTE REMOVAL, INC.'S insurance coverage shall be primary insurance with respect to the CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, employees or volunteers shall be considered in excess of the A&K WASTE REMOVAL, INC.'S insurance and shall not contribute to it.

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

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

A. STANDARD INSURANCE POLICIES REQUIRED

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

B. GENERAL REQUIREMENTS APPLICABLE TO ALL POLICIES

1. General Liability and Automobile Liability insurance shall be written by a carrier with a better rating in accordance with the current Best Key Rating Guide.
2. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
3. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
4. Claims Made Policies will not be accepted.
5. The City of Brenham, its officials, employees and volunteers are to be added as "Additional Insured" to the General Liability and the Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials, employees or volunteers.

6. A Waiver of Subrogation in favor of the City of Brenham with respect to the General Liability, Automobile Liability, and Workers' Compensation insurance must be included.
7. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Brenham.
8. Upon request, certified copies of all insurance policies shall be furnished to the City of Brenham.

C. COMMERCIAL GENERAL LIABILITY

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

D. AUTOMOBILE LIABILITY

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

E. WORKERS' COMPENSATION

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

F. CERTIFICATES OF INSURANCE

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

- e. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

**XVII.
ASSIGNMENT**

This Agreement and the rights and obligations contained herein may not be assigned by A&K WASTE REMOVAL, INC. without the specific prior written approval of the City Council. Any assignment by A&K WASTE REMOVAL, INC. without prior written approval of the City Council shall be null and void.

**XVIII.
SAFETY**

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

**XIX.
AD VALOREM TAXES**

A&K WASTE REMOVAL, INC. agrees to render all personal property utilized in its solid waste operation services provided to Washington County Appraisal District so that said personal property will be the subject of ad valorem taxation for the benefit of CITY.

**XX.
NOTICES**

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

CITY:	City of Brenham	A&K WASTE REMOVAL, INC.
	P.O. Box 1059	LaGrange is PO Box 187
	Brenham, Texas 77834	LaGrange, TX 78945

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

**XXI.
AMENDMENTS**

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

**XXII.
SEVERABILITY**

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

**XXIII.
TERM OF AGREEMENT**

The term of this Agreement shall be for a period of two (2) years beginning on the 17th day of May, 2012, being the date of acceptance by A&K WASTE REMOVAL, INC. This Agreement shall automatically renew for subsequent two (2) year terms and shall continue in full effect upon the expiration of the initial two (2) year term unless either party gives written notice by registered mail at least sixty (60) days prior to the expiration date. If the initial two (2) year term expired and this Agreement was automatically renewed, termination by either party may only be proper upon written notice by registered or certified mail at least sixty (60) days prior to the then current expiration date. This section is not intended, nor shall this section be construed, to limit or prohibit a party's ability to terminate this Agreement as otherwise provided in this Agreement.

XXIV.
ACCEPTANCE OF AGREEMENT

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

XXV.
AUTHORIZATION TO EXECUTE

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

XXVI.
PUBLIC HEARING

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

PASSED and APPROVED on its first reading this 3rd day of May, 2012.

PASSED and APPROVED on its second reading this 17th day of May, 2012.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, City Secretary

EXHIBIT "A"

**A&K WASTE REMOVAL, INC.
RATE SHEET**

Delivery fee - \$100.00
20 yard container - \$480.00 per haul
30 yard container - \$550.00 per haul
40 yard container - \$650.00 per haul
Fuel surcharge – 15%