



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY SEPTEMBER 6, 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 Barnes-Tilley**
- 3. 3-a. Service Recognitions**

Dane Rau – Public Utilities	10 years
Michael Kohring – Street Department	5 years
- 3-b. New Employees**

Kevin Gaffey – Sanitation Department
Deborah Taylor – Communications
Megan Shine – Communications
Andrea Ryan – Communications
Colby Finke – Parks Department
Justin McDonald – Fire Department
- 4. Proclamation**
 - **Constitution Week: September 17, 2012 - September 23, 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. Minutes from the August 2, 2012 and August 16, 2012 Council Meetings

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- 6-b. Second Reading of Ordinance O-12-018 Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Texas; Amending the Official Zoning Map to Change the Zoning from a Mixed Residential (R-2) District to a Local Business/Residential Mixed Use (B-1) District on 7.43 Acres Being Tract 189 Out the Phillip Coe Survey and Located at the Northeast Corner of Old Mill Creek Road and Saeger Street in Brenham, Texas**
Page 15
- 6-c. Second Reading of Ordinance O-12-019 Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Texas; Amending the Official Zoning Map to Change the Zoning from Local Business/Residential Mixed Use (B-1) District to a Business, Research and Technology (B-2) District on 24.28 Acres, More or Less, Being Portions of Tracts 1 and 340 Out of the Phillip Coe Survey, and Located at the Northern End of Farewell Street and Generally Known as the Prairie Lea Cemetery Expansion Area**
Page 16
- 6-d. Second Reading of Ordinance O-12-020 Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Texas; Amending the Official Zoning Map to Change the Zoning from a Residential Single Family (R-1) District to Establish a Planned Development (PD) District for Single-Family Residential Uses on Approximately 57.32 Acres and Generally Bounded by East Stone Street to the North, South Blue Bell Road to the East and Gun and Rod Road to the South as well as to Change the Zoning from a Residential Single Family (R-1) District to a Local Business/Residential Mixed Use (B-1) District on Approximately 3.07 Acres Located at the Southwest Corner of East Stone Street and South Blue Bell Road with Both Parcels Being a Part of Tract 191 Out of the James Walker Survey in Brenham, Texas**
Page 17-19

PUBLIC HEARING

- 7. Proposed Tax Rate of \$0.5432 per \$100 Valuation for Fiscal Year Beginning October 1, 2012 and Ending September 30, 2013**
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REGULAR AGENDA

- 8. Discuss and Possibly Act Upon Ordinance O-12-021 on Its Second Reading Amending Chapter 16, Occupational Licenses and Business Regulations, of the Code of Ordinances of the City of Brenham, to Provide for the Regulation of Boarding Homes Located Inside the City Limits**
Page 22-73

9. **Discuss and Possibly Act Upon a Professional Services Agreement with Jones and Carter, Inc. for Engineering Services Related to the Extension of the High Pressure Plane Along Highway 36 North and Burleson Street and Authorize the Mayor to Execute Any Necessary Documentation** **Page 74-86**
10. **Discuss and Possibly Act Upon the Award of a Contract for Sodium Chlorite, Chlorine Dioxide Generation Equipment and Technical Services Associated with the Chlorine Dioxide Process for the Water Plant's Chlorine Dioxide Program and Authorize the Mayor to Execute Any Necessary Documentation** **Page 87-94**
11. **Discuss and Possibly Act Upon an Amendment No. 1 to the Professional Services Agreement with Jones and Carter, Inc. for the Valmont Water System Improvements Project and Authorize the Mayor to Execute Any Necessary Documentation** **Page 95-98**
12. **Discuss and Possibly Act Upon a Request for a Noise Variance from Allen Oberrender DBA AO Studios for Music Video Filming to be Held in the Alleyway Behind Jim's Whims from Sundown to Sunrise on September 8, 9, and 10, 2012** **Page 99-101**
13. **Discuss and Possibly Act Upon a Request for a Noise Variance from Café in the Garden for Live Music Coinciding with the Downtown Christmas Stroll to be Held at 110 W. Main Street on November 30, 2012 from 7:00 p.m. – 11:00 p.m.** **Page 102-104**
14. **Discuss and Possibly Act Upon the Selection of Candidates to be Voted for on the Texas Municipal League Intergovernmental Risk Pool Board of Trustees, Places 11-14, and Authorize the Mayor to Execute Any Necessary Documentation** **Page 105-111**

EXECUTIVE SESSION

15. **Texas Government Code Section 551.086 – Utility Competitive Matters – Discussion Regarding Lower Colorado River Authority's (LCRA's) Wholesale Power Agreement with Short-term Customers** **Page 112**

RE-OPEN REGULAR AGENDA

16. **Administrative/Elected Officials Report**

Administrative/Elected Officials Reports: Reports from City Officials or City staff regarding items of community interest, including expression of thanks, congratulations or condolences; information regarding holiday schedules; honorary or salutory recognitions of public officials, public employees or other citizens; reminders about upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public health and safety of people in the City that have arisen after the posting of the agenda.

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 September 6, 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 August 31, 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 Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2012, marks the two hundred twenty-fifth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

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

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

WHEREAS, It is right and just for the City Council and the residents of Brenham to join together to reaffirm the ideals of the framers of the Constitution by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties,

Now, **THEREFORE** I, Milton Y. Tate Jr., Mayor of the City of Brenham, Texas do hereby proclaim September 17-23, 2012 as

CONSTITUTION WEEK

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

Milton Y. Tate Jr., Mayor
City of Brenham

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on August 2, 2012 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Gloria Nix
Councilmember Mary E. Barnes-Tilley
Councilmember Andrew Ebel
Councilmember Danny Goss
Councilmember Weldon Williams, Jr.

Members absent:

Councilmember Keith Herring

Others present:

City Manager Terry K. Roberts, City Attorney Cary Bovey, Deputy City Secretary Jennifer Salsgiver, Assistant City Manager Kyle Dannhaus, Fire Chief Ricky Boeker, Police Chief Rex Phelps, David Doelitsch, Chief Financial Officer Carolyn Miller, Development Services Director Julie Fulgham, Public Works Director Doug Baker, Leslie Kelm, Public Utilities Director Lowell Ogle, Kevin Boggus, Angela Hahn, Shelley Schluens, Wanda Kramer, Christopher Bugaj, Denise Pappas, William Herrin, Roger Kmiec, Michael Bee, David Herzog, Justin Bennett, and Ryan Pollard

Citizens present:

Clint Kolby, Wesley Brinkmeyer, Lu Hollander, Page Michel, Barbara Ross, and Danny Ross

Media Present:

Arthur Hahn, Brenham Banner Press; Frank Wagner, KWHI

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

3. 3-a. Service Recognitions

Christopher Bugaj – Gas Department	5 years
Denise Pappas – Utility Customer Service	5 years
William Herrin – Street Department	10 years
Lloyd Powell, Jr. – Police Department	15 years
Roger Kmiec – Wastewater Treatment	30 years

3-b. New Employees

Michael Bee – Sanitation Department
David Herzog – Street Department
Justin Bennett – Water Department
Ryan Pollard – Water Department

Public Utilities Director Lowell Ogle expressed his appreciation for Roger Kmiec.

4. Citizens Comments

Barbara Ross voiced her concerns to Council regarding traffic and eighteen (18) wheeler trucks on Chappell Hill Street. She expressed appreciation for Police Chief Rex Phelps for his assistance with adding speed limit signage to Chappell Hill Street and requested that Council consider making Chappell Hill Street a “No Thru Trucks” road since it is a residential neighborhood.

Mayor Tate thanked Ross for her comments and explained that the City will consider her “No Thru Trucks” request.

CONSENT AGENDA

5. Statutory Consent Agenda

5-a. Discuss and Possibly Act Upon Ordinance O-12-017 Amending the Code of Ordinances of the City of Brenham, Chapter 2, Administration, Article VII, Library Advisory Board, to Provide for the Powers, Duties, Organization, Operation, Board Membership and Additional Matters Related to the Library Advisory Board

A motion was made by Councilmember Barnes-Tilley and seconded by Mayor Pro Tem Nix to approve the Statutory Consent Agenda Item 5-a. Ordinance O-12-017.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Absent
Councilmember Weldon Williams	Yes

WORK SESSION

6. **Presentation of the Quarterly Report by the Washington County Convention and Visitors Bureau**

Washington County Convention and Visitors Bureau (WCCVB) Advertising & Public Relations Manager Lu Hollander presented the WCCVB's third quarter report. Hollander pointed out regional meetings including: the TTIA Travel Fair in April; the AAA Glidden Car Tour event run-through in May; and the Washington County Rotary presentation in June. Hollander explained that the WCCVB directly assisted with ten (10) weddings and April statistics showed 1,075 walk-in visitors and 27,457 webpage hits. Hollander also highlighted April's *Texas Highways Magazine* advertisement, May's *Organic Gardening* feature and June's *Travel & Leisure* magazine interview with Heritage Museum Director Doug Price.

REGULAR AGENDA

7. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 16, Occupational Licenses and Business Regulations, of the Code of Ordinances of the City of Brenham, to Provide for the Regulation of Boarding Homes Located Inside the City Limits**

Police Chief Rex Phelps presented an Ordinance designed to regulate boarding homes, not regulated by the State that house disabled or elderly persons, to ensure health, safety, and cleanliness. Phelps requested Council's direction and stated that two previous work sessions provided Council the opportunity to review boarding home information.

A motion was made by Mayor Pro Tem Nix and seconded by Councilmember Williams to approve an Ordinance on its first reading amending Chapter 16, Occupational Licenses and Business Regulations, of the Code of Ordinances of the City of Brenham, to provide for the regulation of boarding homes located inside the city limits.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Absent
Councilmember Weldon Williams	Yes

8. Discuss and Possibly Act Upon a Proposal to Adopt a Tax Rate of \$0.5432 per \$100 Valuation for the 2012 Tax Year, Take Record Vote and Set the Public Hearings on the Proposed Tax Rate in Accordance with State Law

Mayor Tate stated that Council will pass on agenda item number eight (8) due to new 2012 Truth-In-Taxation publication requirement dates.

Chief Financial Officer Carolyn Miller explained that the proposed tax rate publication appeared in the Brenham Press on Wednesday, August 01, 2012 and requested that Council pass this item in order to provide citizens adequate amount of time to consider the proposed tax rate. Miller added that this item will be brought before Council again at the August 16, 2012 meeting.

9. Discuss and Possibly Act Upon a Request from the Main Street Board Approving the Renewal of a Reserved Parking Space for Hospice Boutique

Main Street Manager Jennifer Eckermann presented a reserved parking space renewal request from Hospice Boutique for donation drop-offs. Eckermann explained that the Main Street Board recommends that Council renew this request for a free reserved parking space, located on Park Street, for the hours between 1:00 p.m. – 5:00 p.m. through May 2013.

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Ebel to approve a request from the Main Street Board approving the renewal of a reserved parking space for Hospice Boutique.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Absent
Councilmember Weldon Williams	Yes

10. Discuss and Possibly Act Upon a Contract with J. Stowe & Co. LLC for a Utility Rate and Cost of Service Study for City of Brenham Utilities and Authorize the Mayor to Execute Any Necessary Documentation

Public Utilities Director Lowell Ogle presented a need, as discussed during the Budget Workshop meeting, for a cost of service study on the City’s electric and gas distribution systems, explaining that the systems have not been reviewed for several years despite changes that effect costs. Ogle stated that the electric study costs \$45,000 and the gas study costs \$27,500. Ogle encouraged Council to also approve a study on the City’s water and wastewater models, which would cost \$5,000. Ogle explained that these studies will verify the allocation of cost and equity between rate classes and fully recover wholesale cost.

Ogle explained that the cost to provide these four (4) studies is \$77,500, but if the electric and gas studies are done concurrently, the City will receive the water and wastewater updates at no charge, reducing the total cost to \$72,500, which includes out of pocket expenses. Ogle recommended that Council approve the agreement with J. Stowe & Co. for \$72,500.

A motion was made by Councilmember Goss and seconded by Councilmember Barnes-Tilley to approve a contract with J. Stowe & Co. LLC for a utility rate and cost of service study for City of Brenham utilities not to exceed \$72,500 and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Absent
Councilmember Weldon Williams	Yes

11. Administrative/Elected Officials Report

Fire Chief Ricky Boeker reported on the following:

- Fireman's Fiesta & live auction to benefit the fire department is scheduled for next weekend.

Police Chief Rex Phelps reported on the following:

- Jeana Bellinger is working on boarding home inspection and license fees, which will be presented to Council during the second reading.

City Manager Terry Roberts reported on the following:

- Thanked Council for the work they put into the Budget Workshop.
- Reminded Council of the two (2) special council meetings to fulfill Truth-In-Taxation requirements, which will be held on August 30, 2012 and September 17, 2012 at 1:00 p.m.
- TML Region 10 Meeting will be held August 23, 2012 with the social hour at 6:00 p.m., dinner at 7:00 p.m., and the business meeting at 7:30 p.m.
- TML Annual Conference will be held November 13-16, 2012. If any members of the council are planning to go, please let Paula Shields as soon as possible.
- Westwood Drive improvements will begin within thirty (30) days; delays have been caused by AT&T needing to move lines.
- Bid information for Stringer Street realignment at the HWY 290 overpass will be emailed to Council for the August 16, 2012 meeting due to the bid opening date.
- HWY 290 now has east bound traffic.
- Construction will soon begin at the intersection of HWY 290 and HWY 36 so expect delays.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jennifer Salsgiver
Deputy City Secretary

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on August 16, 2012 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Gloria Nix
Councilmember Mary E. Barnes-Tilley
Councilmember Andrew Ebel
Councilmember Danny Goss
Councilmember Keith Herring
Councilmember Weldon Williams, Jr.

Others present:

City Manager Terry K. Roberts, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Deputy City Secretary Jennifer Salsgiver, Fire Chief Ricky Boeker, Police Chief Rex Phelps, Chief Financial Officer Carolyn Miller, Wende Ragonis, Danny Romo, Public Works Director Doug Baker, Leslie Kelm, Public Utilities Director Lowell Ogle, Dane Rau, and Kevin Boggus

Citizens present:

Clint Kolby, Carol Muegge, Fredericka Deberry, Ed Addicks, Tammy Diehl, Jean Shoup, Joanne Doherty, and Ronnie Becker

Media Present:

Arthur Hahn, Brenham Banner Press; Frank Wagner, KWHI

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

3. Proclamation

➤ **The Big Read of Washington County: August 16, 2012 - October 11, 2012**

Mayor Tate read a proclamation designating August 16, 2012 - October 11, 2012 as the official period for the Big Read of Washington County in which all residents of Washington County are encouraged to read “The Time It Never Rained” by Elmer Kelton. The Proclamation was accepted by Carol Muegge, Fredericka Deberry, Tammy Diehl, Jean Shoup, and Joanne Doherty.

4. Citizens Comments

None

CONSENT AGENDA

5. Statutory Consent Agenda

5-a. Minutes from the July 19, 2012 Council Meeting and July 25-27, 2012 Budget Workshop Meetings

Mayor Pro Tem Nix pointed out corrections on pages fifteen (15), seventeen (17), and nineteen (19) in the July 25-27, 2012 Budget Workshop minutes; former Councilmember Charlie Pyle’s name is shown in the minutes instead of current Councilmember Mary Barnes-Tilley.

A motion was made by Councilmember Mayor Pro Tem Nix and seconded by Councilmember Williams to approve the Statutory Consent Agenda Item 5-a. Minutes from the July 19, 2012 Council Meeting and the July 25-27, 2012 Budget Workshop Meetings with corrections as noted.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Weldon Williams	Yes

REGULAR AGENDA

6. Discuss and Possibly Act Upon a Proposal to Adopt a Tax Rate of \$0.5432 per \$100 Valuation for the 2012 Tax Year, Take Record Vote and Set the Public Hearings on the Proposed Tax Rate in Accordance with State Law

Chief Financial Officer Carolyn Miller explained that developing an annual budget and adopting a property tax rate to support that budget must be accomplished in compliance with property tax code, local government code, and the City Charter. Miller stated that Council finalized the proposed FY2012-13 budget during the July 25-27, 2012 Budget Workshop. Miller added that the City maintained the property tax rate of \$0.5432 per \$100 valuation and experienced a 3.55% increase in taxable values with \$21,235,787 in new properties and \$15,755,064 in increased property values. Miller said that although the proposed budget maintains the current maintenance and operations (M&O) tax rate of \$0.3420, the increase in property values will generate additional tax.

Miller explained that Council must take a record vote to place a proposal to adopt the proposed property tax rate on the agendas of future meetings and schedule two public hearings on the proposed tax rate. Miller noted that a separate public hearing will be held on the proposed budget and House Bill 2291 requires a specific motion to be made for the record vote on the proposed tax rate.

A motion was made by Councilmember Herring and seconded by Councilmember Barnes-Tilley that the property tax rate be increased by the adoption of a tax rate of \$0.5432 per \$100 valuation, which is effectively a 1.31% increase in the tax rate, to be considered by the governing body on the agendas of the September 17, 2012 and September 20, 2012 meetings and to schedule public hearings on the proposed tax rate for August 30, 2012 and September 6, 2012 in accordance with state law.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Weldon Williams	Yes

7. Discuss and Possibly Act Upon Bid No. 12-011 and Award a Contract for the Demolition and Abatement of the Abandoned Municipal Building Located at 210 N. Park Street and Authorize the Mayor to Execute Any Necessary Documentation

Purchasing Manager Wende Ragonis stated that seven (7) bids were opened for the 210 N. Park re-bid of structural demolition and asbestos abatement on August 8, 2012. Ragonis explained that the City enlisted the services of Charlie Staffeld of ESESIS Environmental Partners, Corp., an expert in asbestos abatement and building demolition, to evaluate bids for compliance and technical delivery. Ragonis specified that the number of days to complete this project impacts the cost since the State of Texas requires air quality monitoring in abatement projects, which ESESIS could conduct at about \$915 per day. Ragonis noted that 1 Priority Environmental Services, Inc. submitted the lowest demolition and abatement bid. Ragonis expressed that \$100,000 was allocated in the FY11-12 Revised Annual Estimated (RAE) Budget using Above Budget Net Revenue (ABNR) and the remaining funding will come from fund reserves unless ABNR exceeds RAE.

City Manager Terry Roberts directed Council's attention to a memo regarding an interest in the property in which the developer has no interest in salvaging the building. Roberts explained that Council can discuss selling the property at a future meeting in executive session and Council has the option to table or pass on the demolition and abatement item if they wish.

Councilmember Goss asked if the demolition of the building will remove everything down to the foundation and if the developer was interested in the superstructure. Ragonis confirmed that the bid includes the red iron. Roberts explained that the bidders took the salvageable material into account when submitting their bids, the foundation removal is a separate bid, and the only party interested in the property explained that they are not interested in the superstructure.

Councilmember Goss asked if ESESIS charged the going rate for monitoring the project and if the City looked into other companies. Chief Financial Officer Carolyn Miller stated the City went through a selection process. Maintenance Supervisor Danny Romo confirmed that it was a comparable rate and explained that ESESIS was the most recommended company.

Mayor Tate asked about the number of days the project will take to complete. Ragonis explained that each company listed a different time frame and 1 Priority Environmental Services, Inc. listed twenty (20) days for the structural demolition and asbestos abatement and ten (10) days for the foundation removal.

Councilmember Barnes-Tilley requested information on the funding option. Miller explained that if the City comes in ahead of what was expected at budget time, the City will have additional ABNR to cover expenses.

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Herring to award Bid No. 12-011 to 1 Priority Environmental Services, Inc. for \$147,500 for the demolition and abatement of the abandoned municipal building located at 210 N. Park Street and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Weldon Williams	Yes

8. Discuss and Possibly Act Upon the Award of a Contract for the Realignment of Stringer Street Associated with the Improvements Related to the U.S. Highway 290 Project and Authorize the Mayor to Execute Any Necessary Documentation

City Manager Terry Roberts reminded Council that they received the bid information through email August 15, 2012 and directed Council's attention to the memo.

Public Works Director Doug Baker explained that O'Malley Engineers, L.L.P. and the City reviewed five (5) bids for the realignment of Stringer Street on August 14, 2012 and Legacy Concrete Works, LLC was the low bidder. Legacy Concrete Works, LLC, formally known as Labu Concrete, is operated by Larry Schulz. Baker expressed his confidence in Legacy Concrete Works, LLC and explained that they have done work for city for a long time and there is no reason to question this bid. Baker recommended awarding the bid to Legacy Concrete Works, LLC in the amount of \$213,764.14.

Mayor Tate asked if there were add on costs. Baker confirmed that there was not.

A motion was made by Councilmember Goss and seconded by Councilmember Ebel to award a contract to Legacy Concrete Works, LLC for the realignment of Stringer Street associated with the improvements related to the U.S. Highway 290 Project in the amount of \$213,764.14 and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Weldon Williams	Yes

9. Administrative/Elected Officials Report

City Manager Terry K. Roberts reported on the following:

- Special council meetings will be held August 30, 2012 and September 17, 2012 at 1:00 p.m. due to the budget adoption process.
- TML Region 10 meeting will be held August 23, 2012.
- TML Annual Conference will be held November 13-16, 2012.
- B.I.S.D. luncheon to recognize students will be held September 7, 2012.
- Let Paula Shields know if you plan to attend the TML Region 10 meeting, the TML Annual Conference, or the B.I.S.D. luncheon.
- Birthday celebration for Councilmembers Ebel and Goss after meeting.
- Contractor for AT&T involved in the Westwood Project, planning to issue a notice to precede to Collier Contractor to start on that job September 4, 2012.
- Welcomed Police Chief Rex Phelps back from vacation.
- Reminded council that Assistant City Manager Kyle Dannhaus is out due to his son's wedding.
- Advised Council that the property adjacent to the recycling plant may be available for purchase. This property acquisition would be an outstanding addition to the recycling plant by providing an entrance on Market Street and exit on Clinton Street.

Fire Chief Ricky Boeker reported on the following:

- Fireman's Fiesta fundraiser met their goal with 1283 tickets sold to benefit the fire department with the purchase of new air bags.

Public Utilities Director Lowell Ogle reported on the following:

- Attended a Brazos River Authority (BRA) meeting held August 9, 2012 for permitting with the Texas Commission on Environmental Quality (TCEQ) for the Brazos River.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC
City Secretary

ORDINANCE O-12-018

AN ORDINANCE AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AMENDING THE OFFICIAL ZONING MAP TO CHANGE PROPERTY CURRENTLY ZONED AS A MIXED RESIDENTIAL (R-2) DISTRICT TO A LOCAL BUSINESS/RESIDENTIAL MIXED USE (B-1) DISTRICT SPECIFICALLY BEING TRACT 189 OF THE PHILLIP COE SURVEY (7.43 ACRES) AND LOCATED AT THE NORTHEAST CORNER OF OLD MILL CREEK ROAD AND SAEGER STREET IN BRENHAM, TEXAS.

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

WHEREAS, this amendment was recommended for approval by the Brenham Planning and Zoning Commission during its regular meeting on August 6, 2012;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF BRENHAM, TEXAS, THAT APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AND THE OFFICIAL ZONING MAP BE AMENDED IN THE FOLLOWING MANNER:

SECTION 1. That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, and the Official Zoning Map of the City of Brenham is hereby amended to change property currently zoned as Mixed Residential (R-2) District to the Local Business/Residential Mixed Use (B-1) District specifically being Tract 189 of the Phillip Coe Survey (7.43 acres) and located at the northeast corner of Old Mill Creek Road and Saeger Street in Brenham, Texas.

SECTION 2. This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas.

PASSED and APPROVED on its first reading this the 30th day of August, 2012.

PASSED and APPROVED on its second reading this the 6th day of September, 2012.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

ORDINANCE O-12-019

AN ORDINANCE AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AMENDING THE OFFICIAL ZONING MAP TO CHANGE PROPERTY CURRENTLY ZONED AS A LOCAL BUSINESS/RESIDENTIAL MIXED USE (B-1) DISTRICT TO A BUSINESS, RESEARCH, AND TECHNOLOGY (B-2) DISTRICT, SPECIFICALLY BEING PORTIONS OF TRACTS 1 AND 340 OUT OF THE PHILLIP COE SURVEY AND LOCATED AT THE NORTHERN END OF FAREWELL STREET AND GENERALLY KNOWN AS THE PRAIRIE LEA CEMETARY EXPANSION AREA IN BRENHAM, TEXAS.

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

WHEREAS, this amendment was recommended for approval by the Brenham Planning and Zoning Commission during its regular meeting on August 6, 2012;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF BRENHAM, TEXAS, THAT APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AND THE OFFICIAL ZONING MAP BE AMENDED IN THE FOLLOWING MANNER:

SECTION 1. That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, and the Official Zoning Map of the City of Brenham is hereby amended to change property except for the approximate 1.52 acre portion that comprises the undeveloped section of the Saeger Street right-of-way currently zoned as Local Business/Residential Mixed use (B-1) District to Business, Research, and Technology (B-2) District on 24.28 acres, more or less, being portions of Tracts 1 and 340 out of the Phillip Coe Survey and located at the northern end of Farewell Street and generally known as the Prairie Lea Cemetery Expansion Area in Brenham, Texas

SECTION 2. This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas.

PASSED and APPROVED on its first reading this the 30th day of August, 2012.

PASSED and APPROVED on its second reading this the 6th day of September, 2012.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

ORDINANCE O-12-020

AN ORDINANCE AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AMENDING THE OFFICIAL ZONING MAP TO CHANGE PROPERTY CURRENTLY ZONED AS A RESIDENTIAL SINGLE FAMILY (R-1) DISTRICT TO A COMBINATION OF A PLANNED DEVELOPMENT (PD) DISTRICT AND LOCAL BUSINESS/RESIDENTIAL MIXED USE (B-1) DISTRICT, SPECIFICALLY BEING APPROXIMATELY 60.4 ACRES ON LAND GENERALLY BOUNDED BY EAST STONE STREET TO THE NORTH, SOUTH BLUE BELL ROAD TO THE EAST, AND GUN AND ROD ROAD TO THE SOUTH BEING ALL OR PORTIONS OF TRACT 191 OUT OF THE JAMES WALKER SURVEY IN BRENHAM, TEXAS.

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

WHEREAS, this amendment was recommended for approval by the Brenham Planning and Zoning Commission during its regular meeting on August 6, 2012;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF BRENHAM, TEXAS, THAT APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AND THE OFFICIAL ZONING MAP BE AMENDED IN THE FOLLOWING MANNER:

SECTION 1. That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, and the Official Zoning Map of the City of Brenham is hereby amended to change property currently zoned as Residential Single Family (R-1) District to establish a Planned Development (PD) District for single-family residential uses on approximately 57.32 acres and generally bounded by East Stone Street to the north, South Blue Bell Road to the east and Gun and Rod Road to the south as well as request to change the zoning from a Residential Single Family (R-1) District to a Local Business/Residential Mixed Use (B-1) District on Approximately 3.07 acres located at the southwest corner of East Stone Street and South Blue Bell Road with both parcels being a part of Tract 191 out of the James Walker Survey in Brenham, Texas in accordance with the master development plan shown on Exhibit A and specifically including the following regulations:

1. Subdivision of land should conform to the master development plan shown in Exhibit A, including road layout and common area dedication;
2. Minimum lot widths are 55 feet;

3. Minimum lot depths are 125 feet;
4. Minimum side setbacks are 7.5 feet and measured from the slab with no more than a 2-foot overhang;
5. Ralston Creek green space and perimeter landscaping are to be dedicated common areas owned and maintained by a homeowners association as shown on the master development plan;
6. A minimum of 1,500 linear feet of all-weather trail shall be constructed in the Ralston Creek green space as depicted on the master development plan;
7. A homeowners association shall be established with their governing documents approved by the City to ensure adequate maintenance of the common areas as shown on the master development plan;
8. Unless otherwise listed above the property located within the Planned Development District shall conform to the regulations found in the Single-Family Residential zoning district of the zoning ordinance and subdivision ordinance;
9. The property shown on the master development plan as commercial shall be zoned B-1 and all applicable regulations and ordinances of the B-1 zoning district shall apply; and
10. All adopted building codes shall apply.

SECTION 2. This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas.

PASSED and APPROVED on its first reading this the 30th day of August, 2012.

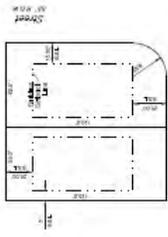
PASSED and APPROVED on its second reading this the 6th day of September, 2012.

Milton Y. Tate, Jr.
Mayor

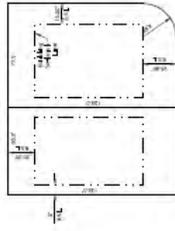
ATTEST:

Jeana Bellinger, TRMC
City Secretary

EXHIBIT A:



TYPICAL LOTS IN YELLOW SHADED AREA



TYPICAL LOTS IN BLUE SHADED AREA

1. **GENERAL NOTES:**
 - a. Refer to the City of Ralston Comprehensive Zoning Ordinance for all zoning regulations.
 - b. All lots shown on this map are subject to the City of Ralston Comprehensive Zoning Ordinance.
 - c. All lots shown on this map are subject to the City of Ralston Comprehensive Zoning Ordinance.
 - d. All lots shown on this map are subject to the City of Ralston Comprehensive Zoning Ordinance.
 - e. All lots shown on this map are subject to the City of Ralston Comprehensive Zoning Ordinance.
 - f. All lots shown on this map are subject to the City of Ralston Comprehensive Zoning Ordinance.
 - g. All lots shown on this map are subject to the City of Ralston Comprehensive Zoning Ordinance.
 - h. All lots shown on this map are subject to the City of Ralston Comprehensive Zoning Ordinance.
 - i. All lots shown on this map are subject to the City of Ralston Comprehensive Zoning Ordinance.
 - j. All lots shown on this map are subject to the City of Ralston Comprehensive Zoning Ordinance.
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 - m. All lots shown on this map are subject to the City of Ralston Comprehensive Zoning Ordinance.
 - n. All lots shown on this map are subject to the City of Ralston Comprehensive Zoning Ordinance.
 - o. All lots shown on this map are subject to the City of Ralston Comprehensive Zoning Ordinance.
 - p. All lots shown on this map are subject to the City of Ralston Comprehensive Zoning Ordinance.
 - q. All lots shown on this map are subject to the City of Ralston Comprehensive Zoning Ordinance.
 - r. All lots shown on this map are subject to the City of Ralston Comprehensive Zoning Ordinance.
 - s. All lots shown on this map are subject to the City of Ralston Comprehensive Zoning Ordinance.
 - t. All lots shown on this map are subject to the City of Ralston Comprehensive Zoning Ordinance.
 - u. All lots shown on this map are subject to the City of Ralston Comprehensive Zoning Ordinance.
 - v. All lots shown on this map are subject to the City of Ralston Comprehensive Zoning Ordinance.
 - w. All lots shown on this map are subject to the City of Ralston Comprehensive Zoning Ordinance.
 - x. All lots shown on this map are subject to the City of Ralston Comprehensive Zoning Ordinance.
 - y. All lots shown on this map are subject to the City of Ralston Comprehensive Zoning Ordinance.
 - z. All lots shown on this map are subject to the City of Ralston Comprehensive Zoning Ordinance.



REZONING EXH
Ralston Creek Es

60.39 AC

BREWSTER, WASHINGTON COUNTY,
PENNSYLVANIA

DATE: 11/11/2022

PROJECT: Ralston Creek Es

SCALE: 1" = 100'

DATE: 11/11/2022

PROJECT: Ralston Creek Es



AGENDA ITEM 7

DATE OF MEETING: September 6, 2012		DATE SUBMITTED: August 30, 2012	
DEPT. OF ORIGIN: Finance		SUBMITTED BY: Carolyn D. Miller	
MEETING TYPE:		CLASSIFICATION:	
<input checked="" type="checkbox"/> REGULAR		<input checked="" type="checkbox"/> PUBLIC HEARING	
<input type="checkbox"/> SPECIAL		<input type="checkbox"/> CONSENT	
<input type="checkbox"/> EXECUTIVE SESSION		<input type="checkbox"/> REGULAR	
		<input type="checkbox"/> WORK SESSION	
ORDINANCE:			
<input type="checkbox"/> 1 ST READING			
<input type="checkbox"/> 2 ND READING			
<input type="checkbox"/> RESOLUTION			
AGENDA ITEM DESCRIPTION: Proposed Tax Rate of \$0.5432 per \$100 Valuation for Fiscal Year Beginning October 1, 2012 and Ending September 30, 2013			
SUMMARY STATEMENT: See attached memo from Chief Financial Officer on this item.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) Memo from CFO			
FUNDING SOURCE (Where Applicable):			
RECOMMENDED ACTION: Receive citizen comments regarding proposed property tax rate.			
APPROVALS: Carolyn D. Miller			



MEMORANDUM

To: Mayor, Council and City Manager

From: Carolyn D. Miller
Chief Financial Officer *cm*

Subject: Second Public Hearing on Proposed 2012 Tax Rate

Date: August 30, 2012

A governing body must hold two public hearings to receive citizen comments on a proposed tax rate. The first public hearing to receive citizen comments on the proposed tax rate was held during a special Council meeting on August 30, 2012. There were no citizen comments made on the proposed tax rate.

A property tax rate of \$0.5432 per \$100 valuation is proposed to fund the FY2012-13 Budget. Of this rate, \$0.3420 will be for maintenance and operations (M&O). The balance of \$0.2012 is for debt service (interest and sinking or I&S). Based on the certified taxable values of \$1,029,487,756 the effective tax rate is \$0.5362 and the rollback rate is \$0.5706 per \$100 valuation for the 2012 Tax Year.

At each hearing, the governing body must announce the date, time, and place of the meeting at which it will vote on the tax rate. After receiving citizen comments, the following announcement should be made:

The first reading of the Ordinance to adopt the tax rate will be during a Special Council meeting on Monday, September 17, 2012 at 1:00 p.m. The second reading of the Ordinance and adoption of the tax rate is scheduled for a Regular Council meeting on Thursday, September 20, 2012 at 1:00 p.m.

There are no other items regarding the property tax rate scheduled for this agenda.



AGENDA ITEM 8

DATE OF MEETING: September 6, 2012	DATE SUBMITTED: August 31, 2012	
DEPT. OF ORIGIN: Police	SUBMITTED BY: Rex Phelps/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 checked="" 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 Ordinance O-12-021 Amending Chapter 16, Occupational Licenses and Business Regulations, of the Code of Ordinances of the City of Brenham, to Provide for the Regulation of Boarding Homes Located Inside the City Limits		
<p>SUMMARY STATEMENT: On August 2nd Council adopted an ordinance, on 1st reading, providing for the regulation of boarding homes within the city limits. Since 1st reading, there have been some revisions to the ordinance. Most of the changes were related to formatting (numbering and paragraph organization); however, there were a few language revisions also. All of the language revisions were discussed with and approved by the City Attorney. Some of the revisions I would like to bring to your attention are:</p> <ul style="list-style-type: none"> ➤ Boarding homes currently operating in the city limits will have 120 days to obtain their permit (Sec. 16-53); ➤ Background checks of persons currently employed and/or volunteering at a facility will have to be done within 60 days of the effective date of this ordinance. New hires will have to be done within 30 days of their employment start date (Sec. 16-62); ➤ The burden of renewal will be placed on the owner/operator not city staff (Sec. 16-65); and ➤ Complaint procedure language was added (Sec. 16-66) <p>Staff is recommending an Application Fee of \$200 which will cover the cost of inspections and administrative duties related to issuing the permits. This fee will be collected PRIOR to any inspections being scheduled or performed. Staff is also recommending a re-inspection fee of \$100 for each re-inspection performed by the Fire Department and/or Code Enforcement Officer. The re-inspection fees will be paid when the completed application is returned to the City Secretary's office for issuance of final permit. A boarding home permit will not be issued until all fees have been paid in full. Please note that the fees are not in the language of the ordinance (so they can be amended as needed without having to adopt a new ordinance); however, all of the fees will be shown in the application packet and on the city's website. Any change to the fees will be brought back to Council for approval.</p>		

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS: Possibly enhance health, safety and sanitation for residents with disabilities, reduce non-police related calls for service, and ensure inspection and investigative procedures for accountability and monitoring.

B. CONS: None identified.

ALTERNATIVES (In Suggested Order of Staff Preference): Staff suggests passing this Ordinance to ensure residents with disabilities and the elderly residents of local boarding homes have adequate facilities in terms of health, safety and sanitation standards.

ATTACHMENTS: (1) Red-lined version of the boarding home ordinance that was approved at 1st reading; and (2) A clean copy of the final ordinance

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: Approve Ordinance O-12-021 amending Chapter 16, Occupational Licenses and Business Regulations, of the Code of Ordinances of the City of Brenham, to provide for the regulation of boarding homes located inside the city limits.

APPROVALS: Rex Phelps

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING CHAPTER 16, OCCUPATIONAL LICENSES AND BUSINESS REGULATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS FOR THE PURPOSE OF PROVIDING FOR A NEW ARTICLE III, REGULATION OF BOARDING HOME FACILITIES, REQUIRING PERMITS AND PAYMENT OF FEES, ADOPTING STANDARDS REGARDING CONSTRUCTION AND REMODELING OF BOARDING HOMES; SANITARY AND RELATED CONDITIONS; REQUIRING THE REPORTING AND INVESTIGATION OF INJURIES, INCIDENTS, AND UNUSUAL ACCIDENTS AND THE ESTABLISHMENT OF POLICIES AND PROCEDURES TO ENSURE RESIDENT HEALTH AND SAFETY; SETTING FORTH PROCEDURES FOR ASSISTANCE WITH SELF-ADMINISTERING OF MEDICATION; REQUIRING IN-SERVICE EDUCATION OF THE FACILITY'S STAFF, CRIMINAL HISTORY RECORD CHECKS, ASSESSMENT AND PERIODIC MONITORING OF RESIDENTS; PROVIDING FOR PENALTIES, REVOCATION OF PERMIT, AND APPEALS PROCESS; 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, Chapter 260 of the Texas Health and Safety Code provides for local regulation of boarding home facilities by municipalities; and

WHEREAS, a boarding home facility is defined in Chapter 260 of the Texas Health and Safety Code as an establishment that furnishes lodging to three or more persons with disabilities or elderly persons who are unrelated to the owner of the establishment by blood or marriage and provides community meals, light housework, meal preparation, transportation, grocery shopping, money management, laundry services, or assistance with self-administration of medication but does not provide personal care services, as defined herein; and

WHEREAS, it has been the experience of the City of Brenham that unregulated and unlicensed boarding home facilities for the disabled or elderly persons may not provide adequately for the health and safety of the residents; and

WHEREAS, residents residing in a boarding home facility are especially vulnerable to abuse and exploitation, and therefore the City recognizes the need to regulate businesses and persons providing boarding home facility services; and

WHEREAS, Chapter 260 of the Texas Health and Safety Code prohibits the City from restricting boarding home facilities from residentially zoned areas if the boarding home facility complies with the regulatory requirements established by the City; and

WHEREAS, the City of Brenham City Council has determined that the regulation of boarding home facilities within the City is in the best interest of the public and will promote the general health, safety, and welfare of the public;

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

SECTION 1.

Chapter 16 of the Code of Ordinances of the City of Brenham, Texas is hereby amended by adding Article III to read as follows:

ARTICLE III. REGULATION OF BOARDING HOME FACILITIES

Sec. 16-50. Purpose.

The purpose of this Article is to implement the provisions of Chapter 260, Texas Health and Safety Code, as amended, which allows the City to establish regulations for the protection of the health and safety of persons residing in boarding home facilities. In the event of a conflict, this Article must be construed so as to comply with Chapter 260, Texas Health and Safety Code. It is the intent and purpose of the City to administer and enforce this Article to ensure quality care and the protection of the health and safety of boarding home facility residents by establishing standards, requiring permits and requiring boarding home facilities operating within the City limits to comply with these regulations.

Sec. 16-51. Scope.

This Article applies to all boarding home facilities within the City of Brenham. This Article does not apply to:

1. Home and community support services licensed under Chapter 142 of the Texas Health and Safety Code;
2. Convalescent and nursing homes and related institutions licensed under Chapter 242 of the Texas Health and Safety Code;
3. Continuing care facilities licensed under Chapter 246 of the Texas Health and Safety Code;

4. Assisted living facilities licensed under Chapter 247 of the Texas Health and Safety Code;
5. Intermediate care facilities for the mentally retarded licensed under Chapter 252 of the Texas Health and Safety Code;
6. A person that provides home health, hospice, or personal assistance services only to persons enrolled in a program funded wholly or partly by the Texas Department of State Health Services (DSHS) or the Texas Department of Aging and Disability Services (DADS) or their designated local authorities in accordance with state standards;
7. An establishment conducted by or for the adherents of a well-recognized church or religious denomination for the purpose of providing facilities for the care or treatment of the sick who depend exclusively on prayer or spiritual means for healing, without the use of any drug or material remedy, if the establishment complies with safety, sanitary, and quarantine laws and rules;
8. A retirement community;
9. A monastery or convent;
10. A child-care facility as defined by Section 42.002 of the Texas Human Resources Code;
11. Family violence shelter center as defined by Section 51.002 of the Texas Human Resources Code;
12. A sorority or fraternity house or other dormitory associated with an institution of higher education; or
13. A hotel as defined by Section 156.001, Texas Tax Code.

Sec. 16-52. Definitions.

A. **“Boarding home facility”** means an establishment that:

1. Furnishes, in one or more buildings, lodging to three or more persons with disabilities or elderly persons who are unrelated to the owner of the establishment by blood or marriage; and
2. Provides community meals, light housework, meal preparation, transportation, grocery shopping, money management, laundry services, or assistance with self-administration of medication but does not provide personal care services to those persons.

“Boarding home facility” is a separate term unrelated to the terms “boardinghouse,” “lodginghouse,” and “roominghouse” as defined and used in the Zoning Ordinance, set out in Appendix A of the City’s Code of Ordinances.

B. **“Personal care services”** means:

1. Assistance with meals, dressing, movement, bathing, or other personal needs or maintenance;
2. The administration of medication by a person licensed to administer medication or the assistance with or supervision of medication; or
3. General supervision or oversight of the physical and mental well-being of a person who needs assistance to maintain a private and independent residence in an assisted living facility or who needs assistance to manage the person's personal life, regardless of whether a guardian has been appointed for the person.

C. **“Assistance with self-administration of medication”** means assisting a resident by reminding the resident to take medication, opening and removing medications from a container, placing medication in a resident's hand or in/on a clean surface such as a pill cup or a medication reminder box and reminding the resident when a prescription medication needs to be refilled.

D. **“Resident”** means a person who is residing in a boarding home facility.

E. **“Elderly person”** means a person who is 65 years of age or older.

F. **“Person with a disability”** means a person with a mental, physical, or developmental disability that substantially impairs the person's ability to provide adequately for the person's care or protection and

1. Who is 18 years of age or older; or
2. Under 18 years of age and who has had the disabilities of minority removed.

G. **“An injury, incident or unusual accident”** is an event that resulted in a change in the resident's physical or mental status that occurred in the boarding home facility or on the grounds of the boarding home facility that requires intervention by a private or public entity responsible for physical or mental health services, or an event that requires the facility taking resident safety and protection measures including:

1. An allegation of abuse, neglect, or exploitation;
2. Death;
3. A resident's absence from the facility when circumstances place the resident's health, safety or welfare at risk;
4. Fire;
5. Criminal acts; and
6. Altercations between residents.

H. "Abuse, neglect and exploitation" is defined in the Texas Human Resource Code Section 48.002 as the following:

1. "Abuse" means:

- (a) The negligent or willful infliction of injury, unreasonable confinement, intimidation, or cruel punishment with resulting physical or emotional harm or pain to an elderly or disabled person by the person's caretaker, family member, or other individual who has an ongoing relationship with the person; or
- (b) Sexual abuse of an elderly or disabled person, including any involuntary or nonconsensual sexual conduct that would constitute an offense under Section 21.08, Penal Code (indecent exposure) or Chapter 22, Penal Code (assaultive offenses), committed by the person's caretaker, family member, or other individual who has an ongoing relationship with the person.

2. "Exploitation" means the illegal or improper act or process of a caretaker, family member, or other individual who has an ongoing relationship with the elderly or disabled person using the resources of an elderly or disabled person for monetary or personal benefit, profit, or gain without the informed consent of the elderly or disabled person.

3. "Neglect" means the failure to provide for one's self the goods or services, including medical services, which are necessary to avoid physical or emotional harm or pain or the failure of a caretaker to provide such goods or services.

Sec. 16-53. Permit required and fee.

Within one hundred and twenty (120) days after the effective date of this Article, no person shall operate a boarding home facility, as defined in this Article, without first obtaining a permit from the City and paying the established fee for such permit. The Office of the City Secretary is the responsible department for issuance of a permit. A permit issued under this Article shall authorize the permittee to engage in the operation of a boarding home facility, provided that the permittee is in compliance with all other provisions of this Article.

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Permit fees collected shall be used for the administration of the City's permitting program, to include permitting, renewal of the permit and inspections, or for purposes directly related to providing boarding facility services or other assisted living facility services to elderly persons or persons with disabilities.

As part of the boarding home facility operational permitting process, boarding home facility owners/operators will be required to provide documentation of any applicable building construction or remodeling permits issued after the effective date of this Article,

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All permits received from the City must be prominently displayed in the boarding home facility.

Sec. 16-54. Restrictions on number of residents, location, and number of vehicles.

A boarding home facility shall at all times maintain a minimum supervisor/resident ratio of at least one (1) supervisor per three (3) residents

After the effective date of this Article, a boarding home facility may not be established within one-half mile of an existing boarding home facility.

Except as otherwise provided by municipal ordinance, the residents of a boarding home facility may not keep for the use of the residents of the facility, either on the premises of the facility or on a public right-of-way adjacent to the facility, motor vehicles in numbers that exceed the number of bedrooms in the boarding home facility.

Sec. 16-55. Inspections.

A boarding home facility must pass all required inspections and the owner/operator must keep a current file of reports and other documentation needed to demonstrate compliance with applicable laws and regulations. The inspections must be signed, dated, and free of any outstanding corrective actions. Proof that all required inspections have been completed must be provided to the Office of the City Secretary prior to the issuance of a permit. The following inspections are required:

1. Annual fire inspection by the local Fire Marshal, or his designee.
2. Annual boarding home inspection by the local Health Inspector.
3. Annual inspection of liquefied petroleum gas systems by an inspector certified by the Texas Railroad Commission, if applicable.

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The City may conduct any inspection, survey, or investigation that it considers necessary and may enter the premises of a boarding home facility at reasonable times to make an inspection, survey, or investigation. The City is entitled to access to books, records, and other documents maintained by or on behalf of a boarding home facility to the extent necessary to enforce the standards and provisions of this Article.

Sec. 16-56. Construction/remodeling.

Each owner/operator of a boarding home facility must ensure the residents' health, safety, comfort and protection through the following standards that address the construction or remodeling of a boarding home facility, including plumbing, heating, lighting, ventilation and other housing conditions.

Each facility must meet the following applicable codes and regulations: local zoning and building codes; state and local fire codes; state and local health and safety codes; and federal and state accessibility regulations:

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A. Mobile homes and manufactured homes shall not be permitted for use as boarding home facilities or additions to existing boarding home facilities.

B. Interior doors to living spaces, bedrooms, bathrooms and toilet rooms must fit the openings in which they are hung, be properly equipped with hardware, and be maintained in good working condition. Doors with locking devices must be provided where necessary to provide privacy and protection of the resident.

1. Every closet door latch will be such that it can be readily opened from the inside in case of an emergency.
2. Every bathroom door or door lock must permit the opening of the locked door in case of an emergency.

C. Locks that can be easily opened manually from the inside must be provided on all exterior doors.

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D. Public pathways and stairways in buildings must maintain a minimum unobstructed width concurrent with applicable fire codes and must be provided with convenient light switches controlling an adequate lighting system.

E. Boarding home facilities must be supplied with electric service and fixtures that are properly installed and maintained in safe working condition and connected to a source of electrical power.

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E. Every boarding home facility must have heating and cooling equipment that are properly installed, vented, and maintained in a safe, good working condition. The temperature of rooms intended for human occupancy will remain at a temperature between sixty-eight (68) and eighty-two (82) degrees Fahrenheit.

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G. Every boarding home facility must have water heating facilities that are properly installed, vented, in good working condition, and are properly connected with hot and cold water lines. The temperature of water drawn at every required sink, lavatory basin, bathtub or shower will remain at a temperature between one hundred and ten (110) and one hundred and twenty (120) degrees Fahrenheit.

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H. Every habitable room must have at least one window that can be easily opened, or such other device as will ventilate the room. All windows must be capable of being opened without tools. The window opening must meet local codes for emergency egress. The bottom of the window opening must not be more than forty-four (44) inches above the floor.

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Moved up [1]: Locks that can be easily opened manually from the inside must be provided on all exterior doors.

I. Sleeping rooms must have:

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1. At least seventy (70) square feet of floor space in single-occupancy rooms;
2. At least sixty (60) square feet of floor space for each occupant in multi- occupancy rooms;
3. Beds spaced at least three feet (3') apart when placed side by side or end-to-end;
4. At least a seven feet, six inches (7'6") ceiling height;
5. Required accessibility for non-ambulatory residents and residents with conditions that substantially limit ambulation and/or mobility;
6. Beds at least six feet (6') long and three feet (3') wide equipped with supportive springs in good condition and a clean supportive mattress in good condition, and a mattress cover that prevents bodily fluids from soiling the mattress;
7. At least one pillow with a clean pillowcase, two (2) clean sheets, and a cover such as a blanket or quilt, in good condition, per bed, cleaned weekly or more often if soiled;
8. Extra bed linens, including sheets, pillowcase and blankets must be available to each resident;
9. At least one (1) chest of drawers or equivalent, in good condition having a sufficient number of drawers or other areas to contain all necessary items of clothing and personal belongings of each resident that can be locked/secured;
10. At least one (1) chair in good condition in each sleeping room;
11. At least one (1) end table in good condition located adjacent to each bed in each sleeping room;
12. Sufficient closet space to allow clothes not stored in drawers to be hung. Clothing can not be stored on the floor;
13. Bath towels, washcloths, soap, individual comb and toothbrush must be available at all times and in quantity sufficient to meet the needs of the residents; and
14. Access to emergency exit without passing through another sleeping room.

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J. All equipment, fixtures, furniture, and furnishings, including windows, draperies, curtains, and carpets, must be kept clean and free of dust, dirt, vermin, and other contaminants, and must be maintained in good order and repair.

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K. Water closets, lavatories, and bathtubs or showers must be:

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1. Available on each floor when not provided in each individual room;
2. Provided in the ratio of one (1) toilet and one (1) lavatory, and one (1) bathtub or shower for every six (6) residents, or fraction thereof; and
3. Accessible to the residents without going outside of the building or without going through a sleeping room of another resident.

L A telephone must be available, twenty-four (24) hours per day, must be easily accessible, and must afford privacy for use by residents.

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1. A listing of emergency telephone numbers, including the numbers of the local police, fire department, ambulance, the office of the local governmental entity that issued the boarding house permit, the Texas Department of Family and Protective Services (DFPS), the Local Mental Health Authority, and the Texas Information and Referral Network must be placed in plain view on or next to the telephone and accessible to persons who are visually or hearing impaired, as needed.

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M Each boarding home facility must provide:

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1. A washer and dryer for every ten (10) residents, or fraction thereof that is properly vented to the outside. Washer or dryer must be in a utility room/ area that are not in the kitchen area.
2. A sitting/communal/recreational room for the common use of all residents. Furniture must include comfortable chairs and tables, and lamps in good repair and appearance.
3. A dining room located on the same floor as the communal kitchen and must:
 - (a) Be as nearly adjacent to the communal kitchen as practicable;
 - (b) Be accessible to the residents, without going through a sleeping room or sleeping dormitory of another resident;
 - (c) Contain not less than seventy (70) square feet of floor area; and
 - (d) Be supplied with one (1) dining chair and two (2) linear feet of dining table space for each resident of a boarding home facility.
4. A kitchen that:
 - (a) Is accessible to the residents sharing the use without going through a sleeping room of another resident;
 - (b) Has a food preparation area with a total of not less than six (6) square feet;
 - (c) Contains a minimum floor space of sixty (60) square feet for dining area or, each kitchen with dining attached must be at least one hundred (100) square feet;
 - (d) Has a minimum two (2) compartment sink for manual dishwashing;
 - (e) Has a cooking stove fueled by gas or electricity;
 - (f) Contains at least one (1) cabinet of adequate size, suitable for storage of food and utensils; and
 - (g) Is properly equipped to allow for the preparation of meals.

N Fire precautions must include:

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1. Providing suitable fire escapes/exits that must be kept in good repair and accessible at all times;

2. Having a written fire and evacuation plan that sets forth responsibilities and steps to be taken by staff and residents in the event of fire or other emergency;
3. Posting an emergency evacuation plan throughout the facility; and
4. Not storing gasoline operated maintenance equipment, lawn care equipment, and flammable supplies inside the boarding home facility.

| **Q.** Fire precautions must also include the following:

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1. At least one (1) all-purpose dry chemical fire extinguisher rated no less than 2A:10B:C must be properly installed in each dwelling unit, checked at least monthly by the owner/operator of the boarding home facility, and must be inspected annually by a service provider who is properly licensed by the State Fire Marshal to perform fire extinguisher installation and maintenance.
2. All fire protection measures must be in accordance with requirements of the local fire authority.
3. In new boarding home facilities or in existing dwellings newly converted to boarding home facility use, functional hard-wired smoke detectors shall be present in each bedroom, in corridors or hallways on each floor, and in laundry and basement areas. Such smoke detectors shall be powered by the building's electrical system and interconnected so that any active detector will activate all of the detectors simultaneously, providing an audible alarm from each detector. Excepted from this rule are existing boarding home facilities using single-station, battery-powered smoke detectors, providing the detectors are installed in each location listed above and each detector is fully functional.
4. If a boarding home facility has a resident who is hearing impaired, a boarding home facility owner/operator must install a visual smoke detector that is capable of alerting a person with a hearing impairment of the presence of fire or smoke.
5. At least one functional carbon monoxide detector shall be installed in each dwelling unit, and located near sleeping areas, with one exception: all-electric dwellings with no natural gas or LP gas service to the building are exempt from this requirement.

| **P.** All residents must be shown how to use all emergency exits from the facility within twenty-four (24) hours of arrival to the facility.

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| **Q.** The boarding home facility and associated site must pass all required inspections and the owner/operator must keep a current file of reports and other documentation on-site needed to demonstrate compliance with applicable laws and regulations. The inspections must be signed, dated, and free of any outstanding corrective actions. The following inspections are required:

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1. Annual inspection by the local Fire Marshal, or his designee;
2. Where a full fire detection and alarm system is installed, the fire alarm system shall be inspected annually by a service provider who is licensed by the State Fire Marshal to perform installation and maintenance of fire alarm systems;

3. Annual health inspection by the local Health Inspector;
4. Gas pipe pressure test once every three (3) years by a licensed plumber;
5. Annual inspection and maintenance of fire extinguishers by a service provider who is licensed by the State Fire Marshal to perform these duties; and
6. Annual inspection of liquefied petroleum gas systems by an inspector certified by the Texas Railroad Commission, if applicable.

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Sec. 16-57. Sanitary and related conditions.

Each owner/operator of a boarding home facility must be responsible for maintaining the dwelling and premises in a clean and sanitary condition.

Every boarding home facility must be kept in good repair, and so maintained as to promote the health, comfort, safety and well-being of residents.

- A. Interior walls, ceilings and floors must be capable of affording privacy and must be maintained free of holes, cracks, loose or deteriorated material, or any other condition that constitutes a hazard to the residents or is a harborage for insects, pests or vermin.
- B. Every window, exterior door and basement hatchway must be weather tight, watertight, insect and rodent-proof and must be kept in good working condition.
- C. The water supply must be of safe, sanitary quality, suitable for use, and adequate in quantity and pressure. The water must be obtained from a water supply system approved by the Texas Commission on Environmental Quality (TCEQ).
- D. Every plumbing fixture, water pipe and waste pipe must be properly installed and maintained in good sanitary working condition, free from defects, leaks and obstructions and properly connected to an approved sewage disposal system.
- E. Every boarding home facility utilizing well water must provide water samples at least annually to the permit issuing entity. If the sample results show coliform present, a resample must be taken within seven (7) days of receipt of the results.
- F. All garbage and refuse must be kept in watertight, covered containers. The garbage and refuse area must be kept in a clean and sanitary condition. A sufficient number of garbage receptacles must be provided by the boarding home facility. All garbage, trash and refuse must be removed from the premises frequently to prevent nuisance and unsightly conditions.
- G. Each owner/operator must be responsible for the extermination of any insects, rodents or other pests in the rooms occupied by residents, storage areas, attics or on the premises and yard.

H. Water closets, lavatories, and bathtubs or showers must be:

1. Kept clean and in good repair and must be well-lighted and ventilated;
2. Adequately supplied with toilet paper, soap, and hand towels for each bathroom; and
3. Supplied with non-slip surfaces in bathtub or shower, and curtains or other safe enclosures for privacy.

I. Each kitchen in a boarding home must:

1. Be kept in a clean and sanitary condition;
2. Have a food preparation area with a surface area that is smooth, impermeable, free of cracks and easily cleanable, that shall not be used for eating; and
3. Have a refrigerator that is equipped with a thermometer and is maintained in an operational, clean and sanitary condition that is adequate to maintain foods at the required temperature.

J. Each facility shall meet all applicable state and local sanitary codes.

K. All linens and laundry shall be:

1. Bagged or placed in a hamper before being transported to the laundry area;
2. Properly identified to prevent loss; and
3. ~~If soiled, not transported through, sorted, processed, or stored in kitchens, food preparation areas, or food storage areas.~~

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L. Poisonous, toxic, and flammable materials shall:

1. Be stored and maintained away from bed linens, towels, or kitchen equipment;
2. Be prominently and distinctly labeled for easy identification of contents; and
3. Not be used in a way that contaminates food equipment or utensils, or in a way that constitutes a hazard to employees or residents.

M. After each usage, all eating and drinking utensils shall be thoroughly washed and sanitized in hot water containing a suitable soap or synthetic detergent and rinsed in clean hot water. In the event a mechanical dishwasher is used, dish detergent is required.

N. All food and drink shall be:

1. Clean, free from spoilage, pathogenic organisms, toxic chemicals, and other harmful substances;
2. Prepared, stored, handled, and served so as to be safe for human consumption;
3. Maintained at a temperature of 41 degrees Fahrenheit or below for foods subject to spoilage;
4. Maintained at 135 degrees Fahrenheit or above at all times for hot foods ready to serve;

5. Maintained in the freezer at a temperature of 0 degrees Fahrenheit or below for foods stored as frozen; and
6. Stored in food containers that are appropriately labeled, dated, and protected from flies, insects, rodents, dust, and moisture.

O. Meals provided by the facility shall be nutritionally balanced and shall provide the United States Department of Agriculture's (USDA's) recommended daily allowances of vitamins, minerals and calories.

P. With the exception of service animals for persons with disabilities, birds, cats, dogs or other animals are not permitted in areas in which food is prepared, stored or where utensils are washed or stored.

Q. Meals shall be served:

1. At least three (3) times per day;
2. In sufficient quantity and quality to meet the nutritional needs of the residents;
3. Daily at regular hours, with at least one (1) hot meal per day;
4. With no more than fourteen (14) hours between the beginning of the evening meal and the beginning of the morning meal; and
5. With alternative selections for residents on medically prescribed diets.

R. A time schedule of meals shall be posted daily.

S. Employees or residents engaged in food handling shall:

1. Observe sanitary methods, including hand washing as appropriate; and
2. Not be assigned to preparing foods for others at the facility if carrying a disease that can be transmitted to others.

T. Regardless of the number of residents, each boarding home facility shall hold a valid food establishment permit issued by the applicable local or state regulatory authority in the name of the owner/operator and for the specific boarding home facility.

U. If preparing meals for residents, staff must have a food-handler's permit.

V. Each boarding home facility shall maintain a minimum food and water supply sufficient for all residents as recommended by the American Red Cross.

W. Each boarding home facility shall be equipped with a first aid kit as recommended by the American Red Cross.

Sec. 16-58. Reporting and investigation of injuries, incidents, and unusual accidents and the establishment of other policies and procedures to ensure resident health and safety.

Each owner/operator of a boarding home facility must develop and implement policies and procedures for investigating and documenting injuries, incidents and unusual accidents that involve residents. Owners/operators must also establish policies and procedures necessary to ensure resident health and safety.

1. Minimum requirements for the documentation of injuries, incidents or unusual accidents should include, but are not limited to:

- (a) Date and time the injury, incident or unusual accident occurred;
- (b) Description of the injury, incident or unusual accident;
- (c) Description of any medical or mental health treatment the resident received;
- ~~(d) When the residents' legal guardian or legally authorized representative was notified about the injury, incident or unusual accident; and~~
- ~~(e) Steps taken by the owner/operator to prevent future injuries, incidents or unusual accidents if a problem at the boarding home facility resulted in the injury, incident or unusual accident.~~

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2. Residents, the resident's guardian, or legally authorized representatives should be given access to all inspection records within forty-eight (48) hours of requesting the records from the owner/operator.

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In addition to investigating and documenting injuries, incidents or unusual accidents, an owner/operator must report any allegations of abuse, neglect or exploitation of an adult age sixty-five (65) years or older or an adult with a disability to the Texas Department of Family and Protective Services. Failure to report suspected abuse, neglect or exploitation of an elderly adult or adult with a disability is a Class A misdemeanor. Each owner/operator shall:

- 1. Ensure that each resident has access to a telephone twenty-four (24) hours per day that is easily accessible and affords privacy for use by residents.
- 2. Ensure that no resident is harassed, retaliated against, threatened or intimidated at any time for making a report of abuse, neglect or exploitation.
- 3. Provide each resident with a copy of the definitions of abuse, neglect or exploitation as outlined in Chapter 48 of the Human Resources Code.
- 4. Allow law enforcement personnel, emergency medical and fire personnel access to the boarding home facility when these professionals are responding to a call at the owner/operator's facility.

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A boarding home facility must have sufficient staff – either owner/operator of the boarding home facility or employee – on-site at all times to promptly assist residents.

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No owner/operator or other employee of a boarding home facility shall provide services or engage in behavior that constitutes a financial conflict of interest including but not limited to:

1. Borrowing from or loaning money to residents;
2. Witnessing wills in which the owner/operator or employee is a beneficiary;
3. Co-mingling the resident's funds with the owner's/operator's or other residents' funds; or
4. Becoming the guardian, conservator or power of attorney for a resident.

If an owner/operator becomes the representative payee for a resident or assists a resident with general money management, the owner/operator shall:

1. Maintain separate financial records for each resident for which the owner/operator is the representative payee for the entire period of time the owner/operator is the resident's representative payee and continue to maintain the resident's records for at least one (1) year after the last calendar day the owner/operator is the resident's representative payee;
2. Include in the records an itemized list of expenditures that the owner/operator has made on behalf of the resident, including the charges that are assessed by the owner/operator;
3. Maintain receipts for all expenditures in addition to the itemized documentation;
4. Develop a budget with the resident outlining routine expenditures and ensure that expenditures that are not routine are discussed with the resident before the resident's funds are expended; and
5. The owner/operator will allow the resident, the resident's guardian, or legally authorized representative access to the resident's financial records that are maintained by the owner/operator within 48 hours of receiving a request.

An owner/operator of a boarding home facility shall develop a written service agreement with each resident and maintain a copy of the agreement signed by the resident.

Sec. 16-59. Assistance with self-administration of medication.

Assistance with self-administration of medication may be provided to adult residents who can identify their medication and know when their medication should be taken but require assistance with self-administration. Assistance with self-administration of medication may not be provided to minors.

Assistance with self-administration of medication is limited to:

1. Reminding the resident to take medication;

2. Opening a container, removing medication from a container, and placing medication in a resident's hand or in/on a clean surface, such as a pill cup or medication reminder box, for the resident's self-administration; and
3. Reminding the resident when a prescription needs to be refilled.

All residents' medication must be stored in a locked area. The boarding home facility must provide a central locked storage or individual locked storage areas for each resident's medication.

If the boarding home facility uses a central medication storage area, a boarding home facility employee must be available to provide access at all times and each resident's medication must be stored separately from other residents' medications within the storage area.

If a resident's medication requires refrigeration, the boarding home facility must provide a refrigerator with a designated and locked storage area or a refrigerator inside a locked medication room.

Medications labeled for "external use only" must be stored separately within the locked area.

Poisonous substances must be labeled, stored safely, and stored separately from medications within a locked area.

If a boarding home facility stores controlled drugs, the facility must adopt and enforce a written policy for preventing the diversion of the controlled drugs.

A boarding home facility must have staff – either owner/operator of the boarding home facility or employee – on-site, at all times to promptly assist residents with self-administration of medication.

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Medication that remains in the boarding home facility after a resident is no longer lodging in the facility must be properly disposed of by the owner/operator in accordance with applicable legal requirements.

Sec. 16-60. Posting requirements.

The boarding home facility must prominently and conspicuously post the following for display in a public area that is readily available to residents, the operator, employees, and visitors:

1. The boarding home permit issued by the City;
2. A sign prescribed by the City specifying how ordinance violation complaints may be registered with the City;

3. A notice in a form prescribed by the City stating that inspection and related reports are available at the facility for public inspection and providing a telephone number that may be used to obtain information concerning the boarding home facility;
4. A concise summary of the most recent inspection report relating to the boarding home facility; and
5. A notice in a form prescribed by the City that lists the name, location, and contact information for:
 - (a) The closest local public health services agency in the proximity of the boarding home facility; and
 - (b) A local organization or entity that represents, advocates, or serves elderly persons or persons with disabilities, including any related toll-free contact information for reporting emergencies to the organization or entity.

Sec. 16-61. Requirements for in-service education of facility’s staff.

Each owner/operator and employee is subject to the following initial training requirements prior to contact with residents:

1. Employer rules and policies;
2. Recognizing and reporting abuse, neglect and exploitation;
3. Resident’s rights, including all applicable rights from the following:
 - (a) Texas Human Resource Code, Chapter 102, Rights of the Elderly;
 - (b) Texas Human Resource Code, Chapter 112, Developmental Disabilities;
 - (c) Texas Property Code, Chapter 301, Fair Housing Practices; and
 - (d) Texas Property Code, Chapter 92, Residential Tenancies.
4. Policies and procedures for contacting emergency personnel when the assistance of the owner/operator, ~~or on-site~~ staff is insufficient to eliminate the risk presented to a resident’s health or safety;
5. Complaint process specific to the City and the boarding home facility;
6. Assistance with self-administration of medication;
7. Prevention of injuries, incidents and unusual accidents;
8. Emergency, evacuation and disaster plan; and
9. Service specific orientation that includes, but is not limited to:
 - (a) Nutrition, including meal preparation and dietary needs;
 - (b) Sanitation;
 - (c) Laundry; and
 - (d) Housework.

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Each owner/operator and employee is also subject to the following on-going training requirements:

1. Updates and changes in any policies and procedures within ten (10) days of the owner, operator or employee becoming aware of the change;
2. Orientation specific to the needs of each new resident within one (1) day of the resident moving into the facility; and
3. Orientation specific to the needs of a resident whose needs have changed due to injury, illness, hospitalization or other circumstances which affect the resident's needs within one (1) day of the owner, operator, or employee becoming aware of the change.

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Sec. 16-62. Criminal background history checks.

A boarding home facility owner/operators permit to operate a boarding home may be denied, revoked, suspended, or denied for renewal if the owner/operator has been convicted of a criminal offense listed in this section, or if the owner/operator has in its employ any person convicted of a criminal offense listed in this section.

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The owner/operator must complete any state or federal request and release forms that are required to obtain a criminal history report for the owner/operator. The owner/operator will provide funding to the appropriate agency in a manner specified by the appropriate agency to cover any fees imposed by state or federal agencies for the report.

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The following histories will disqualify an owner/operator from obtaining a permit to operate a boarding home facility and will disqualify a person from being employed by a boarding home facility:

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1. An offense under Chapter 19, Penal Code (criminal homicide);
2. An offense under Chapter 20, Penal Code (kidnapping and unlawful restraint);
3. An offense under Section 21.02, Penal Code (continuous sexual abuse of young child or children), or Section 21.11, Penal Code (indecent with a child);
4. An offense under Section 22.011, Penal Code (sexual assault);
5. An offense under Section 22.02, Penal Code (aggravated assault);
6. An offense under Section 22.04, Penal Code (injury to a child, elderly individual, or disabled individual);
7. An offense under Section 22.041, Penal Code (abandoning or endangering child);
8. An offense under Section 22.08, Penal Code (aiding suicide);
9. An offense under Section 25.031, Penal Code (agreement to abduct from custody);

10. An offense under Section 25.08, Penal Code (sale or purchase of a child);
11. An offense under Section 28.02, Penal Code (arson);
12. An offense under Section 29.02, Penal Code (robbery);
13. An offense under Section 29.03, Penal Code (aggravated robbery);
14. An offense under Section 21.08, Penal Code (indecent exposure);
15. An offense under Section 21.12, Penal Code (improper relationship between educator and student);
16. An offense under Section 21.15, Penal Code (improper photography or visual recording);
17. An offense under Section 22.05, Penal Code (deadly conduct);
18. An offense under Section 22.021, Penal Code (aggravated sexual assault);
19. An offense under Section 22.07, Penal Code (terroristic threat);
20. An offense under Section 33.021, Penal Code (online solicitation of a minor);
21. An offense under Section 34.02, Penal Code (money laundering);
22. An offense under Section 35A.02, Penal Code (Medicaid fraud);
23. An offense under Section 42.09, Penal Code (cruelty to animals);
24. An offense under Section 30.02, Penal Code (burglary);
25. An offense under Chapter 31, Penal Code (theft), that is punishable as a felony; or
26. A conviction under the laws of another state, federal law, or the Uniform Code of Military Justice for an offense containing elements that are substantially similar to the elements of an offense listed in this subsection.

A person may not own or operate a boarding home facility or be employed in a position that involves direct contact with a resident in a boarding home facility before the fifth (5th) anniversary of the date the person is convicted of any felony offense not listed in this section or any of the following non-felony offenses:

1. An offense under Section 22.01, Penal Code (assault), that is punishable as a Class A misdemeanor;
2. An offense under Section 32.45, Penal Code (misapplication of fiduciary property or property of a financial institution), that is punishable as a Class A misdemeanor;
3. An offense under Section 32.46, Penal Code (securing execution of a document by deception), that is punishable as a Class A misdemeanor;
4. An offense under Section 37.12, Penal Code (false identification as peace officer);
5. An offense under Section 42.01(a)(7), (8), or (9), Penal Code (disorderly conduct); or

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6. A conviction under the laws of another state, federal law, or the Uniform Code of Military Justice for an offense containing elements that are substantially similar to the elements of an offense listed in this subsection.

The owner/operator must ensure that all employees (or volunteers who are not residents) who are hired or begin volunteering for the facility after the effective date of this Article, have had a background check of conviction records, pending charges and disciplinary board decisions completed no more than thirty (30) days prior to their date of employment or date they began volunteering at the facility, and is repeated annually thereafter, and that the individual is not disqualified under the provisions of this section.

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The owner/operator must ensure that all existing employees or volunteers who are working for or volunteering at the facility on the effective date of this Article shall have a background check or conviction records, pending charges and disciplinary board decisions completed within sixty (60) days after the effective date of this Article, and is repeated annually thereafter, and that the individual is not disqualified under the provisions of this section.

The owner/operator or each boarding home facility shall submit an affidavit to the City with its original application and annual renewal certifying that the owner has performed criminal history background check on each owner/operator, employee and volunteer, and that no owner/operator, employee or volunteer has been convicted of a disqualifying criminal offense set forth in this section. The owner/operator will immediately discharge any employee or volunteer whose criminal history check reveals conviction of a criminal offense that bars employment or volunteer service with the boarding home facility. Further, if an owner/operator, employee, or volunteer is convicted of a disqualifying criminal offense during the period that a permit is in effect; the owner/operator must report such conviction to the City within ten (10) calendar days of such conviction.

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Sec. 16-63. Assessment and periodic monitoring of residents.

Owners/operators of a boarding home facility or their designee will complete and document an annual assessment and conduct periodic monitoring to ensure that a resident is capable of self-administering medication and completing basic elements of personal care as listed in this section. The assessment will be used as a tool to determine if the needs of the resident can be addressed in a boarding home facility or if the resident needs personal care services and/or medication administration that cannot be provided by the boarding home facility.

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Elements of the self-administration of medication to be assessed by the boarding home facility owner/operator or designee include the ability to perform each of the following tasks with little assistance:

1. Identifying the name of the medication;
2. Providing a reason for the medication (the owner/operator cannot force the resident to disclose a health condition that is the basis for the medication if the resident refuses);

3. Distinguishing color or shape;
4. Preparing correct number of pills (dosage);
5. Confirming the time to take medication(s); and
6. Reading labels.

Elements of personal care to be assessed by the boarding home facility owner/operator include the residents' ability to:

1. Eat independently;
2. Bathe without assistance;
3. Dress without assistance; and
4. Move and transfer independently.

As a result of an assessment, if an owner/operator finds that a resident is in a state of possible self-neglect due to no longer being able to perform basic elements of personal care as listed in this section and believes that a higher level of care is needed, the owner/operator is responsible for the following:

1. Contacting the Department of Family and Protective Services (DFPS) by phoning the Statewide Intake Division at 1-800-252- 5400;
2. Notifying the resident's guardian or legally authorized representative; and
3. Contacting the appropriate health or human services authority to advise that the resident requires services beyond what can be provided by the boarding home facility

A state of self-neglect does not exist if the resident receives outside professional services that meet the resident's need for personal care or self-administration of medication. In these cases, the resident can remain in the boarding home facility provided that all needs for personal care and self-administration of medication are met.

Sec. 16-64. Required reports to the Health and Human Services Commission.

With the exception of the year this article is adopted, each year thereafter, prior to September 30, the City Secretary shall submit a report to the Health and Human Services Commission. The report shall contain the following information:

1. The total number of boarding home facilities permitted during the preceding state fiscal year (September 1 – August 31);
2. The total number of boarding home facility applications denied permitting, including a summary of cause for denial;
3. The total number of boarding home facility permits active on August 31 of the preceding state fiscal year;

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4. The total number of residents reported housed in each boarding home facility reported;
5. The total number of inspections conducted at each boarding home facility by the City;
6. The total number of permits revoked or suspended as a result of an inspection; and
7. A summary of the outcome for the residents displaced by revocation or suspension of a permit.

Sec. 16-65. Expiration and renewal of permits.

At least sixty (60) days prior to the expiration date of a boarding home facility permit, the owner/operator shall submit to the City Secretary's Office a permit renewal application and associated fees. An owner/operator that fails to timely renew its permit shall forfeit the right to operate the boarding home facility within the City until such time as the renewal is approved.

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Sec. 16-66. Complaints.

All complaints related to a boarding home facility shall be submitted in writing to the Code Enforcement Officer on a form prescribed by the City. The Code Enforcement Officer shall investigate each complaint to the extent he or she deems necessary. The Code Enforcement Officer shall report any violations to the City Secretary for further action in accordance with this Article.

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Sec. 16-67. Suspension, denial or revocation of permit.

The City Secretary shall issue a written notice of intent to suspend, deny or revoke a boarding home facility permit if it is determined that an owner/operator has:

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(1) Violated or is not in compliance with any provision of this Article; or

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(2) Refused or failed to allow an inspection of the boarding home facility as authorized by this Article.

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Sec. 16-68. Denial, suspension and revocation procedures.

If the City Secretary determines that facts exist for denial, suspension or revocation of a permit under this Article, he/she shall notify the owner/operator (respondent) in writing of the intent to deny, suspend or revoke the permit, including the grounds therefor, by personal delivery, or by certified mail.

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The notification shall be directed to the owner/operator at the most current business address of the boarding home facility on file with the City. Within five (5) business days of receipt of such notice, the respondent may provide to the City Secretary, in writing, a response that shall include a statement of reasons why the permit should not be denied, suspended or revoked. Within ten (10) business days of the receipt of respondent's written response, the City Secretary shall notify respondent in writing of the hearing date on respondent's denial, suspension or revocation proceeding.

Within fifteen (15) business days of the City Secretary's receipt of respondent's written response, the City Manager shall conduct a hearing at which respondent shall have the opportunity to be represented by counsel and present evidence and witnesses on his or her behalf. If a response is not received by the City Secretary in the time stated above or, if after the hearing, the City Manager finds that grounds as specified in this Article exist for denial, suspension or revocation, then such denial, suspension, or revocation shall become final five (5) business days after the hearing unless within that time the City Manager sends, by certified mail, written notice that the permit has been denied, suspended, or revoked or if the permit will be issued or allowed to remain in effect. If the permit is denied, suspended or revoked such notice shall include a statement advising the applicant or permittee of the right to appeal such decision to a court of competent jurisdiction.

If after a hearing, the City Manager finds that insufficient grounds exist for the denial, suspension or revocation of a permit, then within five (5) business days after the hearing, the City Manager shall withdraw the intent to deny, suspend or revoke the permit, and shall so notify the respondent in writing of such action by certified mail and shall contemporaneously issue the permit or allow the permit to remain in effect, as applicable.

When a decision to deny, suspend, or revoke a permit becomes final, the applicant or permittee (aggrieved party) whose application for a permit has been denied, or whose permit has been suspended or revoked, shall have the immediate right to appeal such action to a court of competent jurisdiction. Until the court of competent jurisdiction issues its final judgment, the decision to deny, suspends or revoke a permit shall remain in effect and be enforced.

A boarding home facility which is directly or indirectly a part of civil litigation, an administrative hearing, or procedures regarding the denial, suspension or revocation of the permit, such permit shall not be transferred, sold or given to another person during the pendency of the judicial or administrative processes.

Sec. 16-62. Transfer of permit.

A person commits a violation if the person transfers a permit or permits to another person the operation of a boarding home facility under the authority of a permit at any place other than the address designated on the permit. A transfer of a permit is deemed to have occurred if there is a transfer of ownership or control of the boarding home facility.

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| **Sec. 16-70. Offenses and criminal penalties.**

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Any person who shall violate any provision of this Article shall be deemed guilty of a misdemeanor and punished by a fine not less than one dollar (\$1.00) and not exceeding two thousand dollars (\$2,000.00) ; and if such violation shall continue from day to day, each day's violation shall constitute a separate offense.

| **Sec. 16-71. Notice of violation.**

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The City shall provide to the boarding home written notice of each alleged violation of this Article. The notice may be sent by certified mail, return receipt requested, to the owner/operator at the business address of the boarding home facility as it appears on its permit application, to the attention of the permittee, as it appears on the permit application, or may be personally delivered to the permittee. Failure of the City to provide such notice is not a violation of this Article, and shall not affect or invalidate any subsequent prosecution of a violation of this Article.

| **Sec. 16-72-79. Reserved.**

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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

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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 ~~2nd~~ day of ~~August~~, 2012.

PASSED AND APPROVED on its second reading this the ~~6th~~ day of ~~September~~, 2012.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

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ORDINANCE O-12-021

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING CHAPTER 16, OCCUPATIONAL LICENSES AND BUSINESS REGULATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS FOR THE PURPOSE OF PROVIDING FOR A NEW ARTICLE III, REGULATION OF BOARDING HOME FACILITIES, REQUIRING PERMITS AND PAYMENT OF FEES, ADOPTING STANDARDS REGARDING CONSTRUCTION AND REMODELING OF BOARDING HOMES; SANITARY AND RELATED CONDITIONS; REQUIRING THE REPORTING AND INVESTIGATION OF INJURIES, INCIDENTS, AND UNUSUAL ACCIDENTS AND THE ESTABLISHMENT OF POLICIES AND PROCEDURES TO ENSURE RESIDENT HEALTH AND SAFETY; SETTING FORTH PROCEDURES FOR ASSISTANCE WITH SELF-ADMINISTERING OF MEDICATION; REQUIRING IN-SERVICE EDUCATION OF THE FACILITY'S STAFF, CRIMINAL HISTORY RECORD CHECKS, ASSESSMENT AND PERIODIC MONITORING OF RESIDENTS; PROVIDING FOR PENALTIES, REVOCATION OF PERMIT, AND APPEALS PROCESS; 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, Chapter 260 of the Texas Health and Safety Code provides for local regulation of boarding home facilities by municipalities; and

WHEREAS, a boarding home facility is defined in Chapter 260 of the Texas Health and Safety Code as an establishment that furnishes lodging to three or more persons with disabilities or elderly persons who are unrelated to the owner of the establishment by blood or marriage and provides community meals, light housework, meal preparation, transportation, grocery shopping, money management, laundry services, or assistance with self-administration of medication but does not provide personal care services, as defined herein; and

WHEREAS, it has been the experience of the City of Brenham that unregulated and unlicensed boarding home facilities for the disabled or elderly persons may not provide adequately for the health and safety of the residents; and

WHEREAS, residents residing in a boarding home facility are especially vulnerable to abuse and exploitation, and therefore the City recognizes the need to regulate businesses and persons providing boarding home facility services; and

WHEREAS, Chapter 260 of the Texas Health and Safety Code prohibits the City from restricting boarding home facilities from residentially zoned areas if the boarding home facility complies with the regulatory requirements established by the City; and

WHEREAS, the City of Brenham City Council has determined that the regulation of boarding home facilities within the City is in the best interest of the public and will promote the general health, safety, and welfare of the public;

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

SECTION 1.

Chapter 16 of the Code of Ordinances of the City of Brenham, Texas is hereby amended by adding Article III to read as follows:

**ARTICLE III.
REGULATION OF BOARDING HOME FACILITIES**

Sec. 16-50. Purpose.

The purpose of this Article is to implement the provisions of Chapter 260, Texas Health and Safety Code, as amended, which allows the City to establish regulations for the protection of the health and safety of persons residing in boarding home facilities. In the event of a conflict, this Article must be construed so as to comply with Chapter 260, Texas Health and Safety Code. It is the intent and purpose of the City to administer and enforce this Article to ensure quality care and the protection of the health and safety of boarding home facility residents by establishing standards, requiring permits and requiring boarding home facilities operating within the City limits to comply with these regulations.

Sec. 16-51. Scope.

This Article applies to all boarding home facilities within the City of Brenham. This Article does not apply to:

1. Home and community support services licensed under Chapter 142 of the Texas Health and Safety Code;
2. Convalescent and nursing homes and related institutions licensed under Chapter 242 of the Texas Health and Safety Code;
3. Continuing care facilities licensed under Chapter 246 of the Texas Health and Safety Code;

4. Assisted living facilities licensed under Chapter 247 of the Texas Health and Safety Code;
5. Intermediate care facilities for the mentally retarded licensed under Chapter 252 of the Texas Health and Safety Code;
6. A person that provides home health, hospice, or personal assistance services only to persons enrolled in a program funded wholly or partly by the Texas Department of State Health Services (DSHS) or the Texas Department of Aging and Disability Services (DADS) or their designated local authorities in accordance with state standards;
7. An establishment conducted by or for the adherents of a well-recognized church or religious denomination for the purpose of providing facilities for the care or treatment of the sick who depend exclusively on prayer or spiritual means for healing, without the use of any drug or material remedy, if the establishment complies with safety, sanitary, and quarantine laws and rules;
8. A retirement community;
9. A monastery or convent;
10. A child-care facility as defined by Section 42.002 of the Texas Human Resources Code;
11. Family violence shelter center as defined by Section 51.002 of the Texas Human Resources Code;
12. A sorority or fraternity house or other dormitory associated with an institution of higher education; or
13. A hotel as defined by Section 156.001, Texas Tax Code.

Sec. 16-52. Definitions.

A. **“Boarding home facility”** means an establishment that:

1. Furnishes, in one or more buildings, lodging to three or more persons with disabilities or elderly persons who are unrelated to the owner of the establishment by blood or marriage; and
2. Provides community meals, light housework, meal preparation, transportation, grocery shopping, money management, laundry services, or assistance with self-administration of medication but does not provide personal care services to those persons.

“Boarding home facility” is a separate term unrelated to the terms “boardinghouse,” “lodginghouse,” and “roominghouse” as defined and used in the Zoning Ordinance, set out in Appendix A of the City’s Code of Ordinances.

B. **“Personal care services”** means:

1. Assistance with meals, dressing, movement, bathing, or other personal needs or maintenance;
2. The administration of medication by a person licensed to administer medication or the assistance with or supervision of medication; or
3. General supervision or oversight of the physical and mental well-being of a person who needs assistance to maintain a private and independent residence in an assisted living facility or who needs assistance to manage the person's personal life, regardless of whether a guardian has been appointed for the person.

C. **“Assistance with self-administration of medication”** means assisting a resident by reminding the resident to take medication, opening and removing medications from a container, placing medication in a resident’s hand or in/on a clean surface such as a pill cup or a medication reminder box and reminding the resident when a prescription medication needs to be refilled.

D. **“Resident”** means a person who is residing in a boarding home facility.

E. **“Elderly person”** means a person who is 65 years of age or older.

F. **“Person with a disability”** means a person with a mental, physical, or developmental disability that substantially impairs the person's ability to provide adequately for the person's care or protection and

1. Who is 18 years of age or older; or
2. Under 18 years of age and who has had the disabilities of minority removed.

G. **“An injury, incident or unusual accident”** is an event that resulted in a change in the resident's physical or mental status that occurred in the boarding home facility or on the grounds of the boarding home facility that requires intervention by a private or public entity responsible for physical or mental health services, or an event that requires the facility taking resident safety and protection measures including:

1. An allegation of abuse, neglect, or exploitation;
2. Death;
3. A resident’s absence from the facility when circumstances place the resident’s health, safety or welfare at risk;
4. Fire;
5. Criminal acts; and
6. Altercations between residents.

H. "Abuse, neglect and exploitation" is defined in the Texas Human Resource Code Section 48.002 as the following:

1. "Abuse" means:

- (a) The negligent or willful infliction of injury, unreasonable confinement, intimidation, or cruel punishment with resulting physical or emotional harm or pain to an elderly or disabled person by the person's caretaker, family member, or other individual who has an ongoing relationship with the person; or
 - (b) Sexual abuse of an elderly or disabled person, including any involuntary or nonconsensual sexual conduct that would constitute an offense under Section 21.08, Penal Code (indecent exposure) or Chapter 22, Penal Code (assaultive offenses), committed by the person's caretaker, family member, or other individual who has an ongoing relationship with the person.
2. "Exploitation" means the illegal or improper act or process of a caretaker, family member, or other individual who has an ongoing relationship with the elderly or disabled person using the resources of an elderly or disabled person for monetary or personal benefit, profit, or gain without the informed consent of the elderly or disabled person.
3. "Neglect" means the failure to provide for one's self the goods or services, including medical services, which are necessary to avoid physical or emotional harm or pain or the failure of a caretaker to provide such goods or services.

Sec. 16-53. Permit required and fee.

Within one hundred and twenty (120) days after the effective date of this Article, no person shall operate a boarding home facility, as defined in this Article, without first obtaining a permit from the City and paying the established fee for such permit. The Office of the City Secretary is the responsible department for issuance of a permit. A permit issued under this Article shall authorize the permittee to engage in the operation of a boarding home facility, provided that the permittee is in compliance with all other provisions of this Article.

Permit fees collected shall be used for the administration of the City's permitting program, to include permitting, renewal of the permit and inspections, or for purposes directly related to providing boarding facility services or other assisted living facility services to elderly persons or persons with disabilities.

As part of the boarding home facility operational permitting process, boarding home facility owners/operators will be required to provide documentation of any applicable building construction or remodeling permits issued after the effective date of this Article.

All permits received from the City must be prominently displayed in the boarding home facility.

Sec. 16-54. Restrictions on number of residents, location, and number of vehicles.

A boarding home facility shall at all times maintain a minimum supervisor/resident ratio of at least one (1) supervisor per three (3) residents

After the effective date of this Article, a boarding home facility may not be established within one-half mile of an existing boarding home facility.

Except as otherwise provided by municipal ordinance, the residents of a boarding home facility may not keep for the use of the residents of the facility, either on the premises of the facility or on a public right-of-way adjacent to the facility, motor vehicles in numbers that exceed the number of bedrooms in the boarding home facility.

Sec. 16-55. Inspections.

A boarding home facility must pass all required inspections and the owner/operator must keep a current file of reports and other documentation needed to demonstrate compliance with applicable laws and regulations. The inspections must be signed, dated, and free of any outstanding corrective actions. Proof that all required inspections have been completed must be provided to the Office of the City Secretary prior to the issuance of a permit. The following inspections are required:

1. Annual fire inspection by the local Fire Marshal, or his designee.
2. Annual boarding home inspection by the local Health Inspector.
3. Annual inspection of liquefied petroleum gas systems by an inspector certified by the Texas Railroad Commission, if applicable.

The City may conduct any inspection, survey, or investigation that it considers necessary and may enter the premises of a boarding home facility at reasonable times to make an inspection, survey, or investigation. The City is entitled to access to books, records, and other documents maintained by or on behalf of a boarding home facility to the extent necessary to enforce the standards and provisions of this Article.

Sec. 16-56. Construction/remodeling.

Each owner/operator of a boarding home facility must ensure the residents' health, safety, comfort and protection through the following standards that address the construction or remodeling of a boarding home facility, including plumbing, heating, lighting, ventilation and other housing conditions.

Each facility must meet the following applicable codes and regulations: local zoning and building codes; state and local fire codes; state and local health and safety codes; and federal and state accessibility regulations:

- A. Mobile homes and manufactured homes shall not be permitted for use as boarding home facilities or additions to existing boarding home facilities.
- B. Interior doors to living spaces, bedrooms, bathrooms and toilet rooms must fit the openings in which they are hung, be properly equipped with hardware, and be maintained in good working condition. Doors with locking devices must be provided where necessary to provide privacy and protection of the resident.
 - 1. Every closet door latch will be such that it can be readily opened from the inside in case of an emergency.
 - 2. Every bathroom door or door lock must permit the opening of the locked door in case of an emergency.
- C. Locks that can be easily opened manually from the inside must be provided on all exterior doors.
- D. Public pathways and stairways in buildings must maintain a minimum unobstructed width concurrent with applicable fire codes and must be provided with convenient light switches controlling an adequate lighting system.
- E. Boarding home facilities must be supplied with electric service and fixtures that are properly installed and maintained in safe working condition and connected to a source of electrical power.
- F. Every boarding home facility must have heating and cooling equipment that are properly installed, vented, and maintained in a safe, good working condition. The temperature of rooms intended for human occupancy will remain at a temperature between sixty-eight (68) and eighty-two (82) degrees Fahrenheit.
- G. Every boarding home facility must have water heating facilities that are properly installed, vented, in good working condition, and are properly connected with hot and cold water lines. The temperature of water drawn at every required sink, lavatory basin, bathtub or shower will remain at a temperature between one hundred and ten (110) and one hundred and twenty (120) degrees Fahrenheit.
- H. Every habitable room must have at least one window that can be easily opened, or such other device as will ventilate the room. All windows must be capable of being opened without tools. The window opening must meet local codes for emergency egress. The bottom of the window opening must not be more than forty-four (44) inches above the floor.

I. Sleeping rooms must have:

1. At least seventy (70) square feet of floor space in single-occupancy rooms;
2. At least sixty (60) square feet of floor space for each occupant in multi- occupancy rooms;
3. Beds spaced at least three feet (3') apart when placed side by side or end-to-end;
4. At least a seven feet, six inches (7'6") ceiling height;
5. Required accessibility for non-ambulatory residents and residents with conditions that substantially limit ambulation and/or mobility;
6. Beds at least six feet (6') long and three feet (3') wide equipped with supportive springs in good condition and a clean supportive mattress in good condition, and a mattress cover that prevents bodily fluids from soiling the mattress;
7. At least one pillow with a clean pillowcase, two (2) clean sheets, and a cover such as a blanket or quilt, in good condition, per bed, cleaned weekly or more often if soiled;
8. Extra bed linens, including sheets, pillowcase and blankets must be available to each resident;
9. At least one (1) chest of drawers or equivalent, in good condition having a sufficient number of drawers or other areas to contain all necessary items of clothing and personal belongings of each resident that can be locked/secured;
10. At least one (1) chair in good condition in each sleeping room;
11. At least one (1) end table in good condition located adjacent to each bed in each sleeping room;
12. Sufficient closet space to allow clothes not stored in drawers to be hung. Clothing cannot be stored on the floor;
13. Bath towels, washcloths, soap, individual comb and toothbrush must be available at all times and in quantity sufficient to meet the needs of the residents; and
14. Access to emergency exit without passing through another sleeping room.

J. All equipment, fixtures, furniture, and furnishings, including windows, draperies, curtains, and carpets, must be kept clean and free of dust, dirt, vermin, and other contaminants, and must be maintained in good order and repair.

K. Water closets, lavatories, and bathtubs or showers must be:

1. Available on each floor when not provided in each individual room;
2. Provided in the ratio of one (1) toilet and one (1) lavatory, and one (1) bathtub or shower for every six (6) residents, or fraction thereof; and
3. Accessible to the residents without going outside of the building or without going through a sleeping room of another resident.

L. A telephone must be available, twenty-four (24) hours per day, must be easily accessible, and must afford privacy for use by residents.

1. A listing of emergency telephone numbers, including the numbers of the local police, fire department, ambulance, the office of the local governmental entity that issued the boarding house permit, the Texas Department of Family and Protective Services (DFPS), the Local Mental Health Authority, and the Texas Information and Referral Network must be placed in plain view on or next to the telephone and accessible to persons who are visually or hearing impaired, as needed.

M. Each boarding home facility must provide:

1. A washer and dryer for every ten (10) residents, or fraction thereof that is properly vented to the outside. Washer or dryer must be in a utility room/ area that are not in the kitchen area.
2. A sitting/communal/recreational room for the common use of all residents. Furniture must include comfortable chairs and tables, and lamps in good repair and appearance.
3. A dining room located on the same floor as the communal kitchen and must:
 - (a) Be as nearly adjacent to the communal kitchen as practicable;
 - (b) Be accessible to the residents, without going through a sleeping room or sleeping dormitory of another resident;
 - (c) Contain not less than seventy (70) square feet of floor area; and
 - (d) Be supplied with one (1) dining chair and two (2) linear feet of dining table space for each resident of a boarding home facility.
4. A kitchen that:
 - (a) Is accessible to the residents sharing the use without going through a sleeping room of another resident;
 - (b) Has a food preparation area with a total of not less than six (6) square feet;
 - (c) Contains a minimum floor space of sixty (60) square feet for dining area or, each kitchen with dining attached must be at least one hundred (100) square feet;
 - (d) Has a minimum two (2) compartment sink for manual dishwashing;
 - (e) Has a cooking stove fueled by gas or electricity;
 - (f) Contains at least one (1) cabinet of adequate size, suitable for storage of food and utensils; and
 - (g) Is properly equipped to allow for the preparation of meals.

N. Fire precautions must include:

1. Providing suitable fire escapes/exits that must be kept in good repair and accessible at all times;

2. Having a written fire and evacuation plan that sets forth responsibilities and steps to be taken by staff and residents in the event of fire or other emergency;
3. Posting an emergency evacuation plan throughout the facility; and
4. Not storing gasoline operated maintenance equipment, lawn care equipment, and flammable supplies inside the boarding home facility.

O. Fire precautions must also include the following:

1. At least one (1) all-purpose dry chemical fire extinguisher rated no less than 2A:10B:C must be properly installed in each dwelling unit, checked at least monthly by the owner/operator of the boarding home facility, and must be inspected annually by a service provider who is properly licensed by the State Fire Marshal to perform fire extinguisher installation and maintenance.
2. All fire protection measures must be in accordance with requirements of the local fire authority.
3. In new boarding home facilities or in existing dwellings newly converted to boarding home facility use, functional hard-wired smoke detectors shall be present in each bedroom, in corridors or hallways on each floor, and in laundry and basement areas. Such smoke detectors shall be powered by the building's electrical system and interconnected so that any active detector will activate all of the detectors simultaneously, providing an audible alarm from each detector. Excepted from this rule are existing boarding home facilities using single-station, battery-powered smoke detectors, providing the detectors are installed in each location listed above and each detector is fully functional.
4. If a boarding home facility has a resident who is hearing impaired, a boarding home facility owner/operator must install a visual smoke detector that is capable of alerting a person with a hearing impairment of the presence of fire or smoke.
5. At least one functional carbon monoxide detector shall be installed in each dwelling unit, and located near sleeping areas, with one exception: all-electric dwellings with no natural gas or LP gas service to the building are exempt from this requirement.

P. All residents must be shown how to use all emergency exits from the facility within twenty-four (24) hours of arrival to the facility.

Q. The boarding home facility and associated site must pass all required inspections and the owner/operator must keep a current file of reports and other documentation on-site needed to demonstrate compliance with applicable laws and regulations. The inspections must be signed, dated, and free of any outstanding corrective actions. The following inspections are required:

1. Annual inspection by the local Fire Marshal, or his designee;
2. Where a full fire detection and alarm system is installed, the fire alarm system shall be inspected annually by a service provider who is licensed by the State Fire Marshal to perform installation and maintenance of fire alarm systems;

3. Annual health inspection by the local Health Inspector;
4. Gas pipe pressure test once every three (3) years by a licensed plumber;
5. Annual inspection and maintenance of fire extinguishers by a service provider who is licensed by the State Fire Marshal to perform these duties; and
6. Annual inspection of liquefied petroleum gas systems by an inspector certified by the Texas Railroad Commission, if applicable.

Sec. 16-57. Sanitary and related conditions.

Each owner/operator of a boarding home facility must be responsible for maintaining the dwelling and premises in a clean and sanitary condition.

Every boarding home facility must be kept in good repair, and so maintained as to promote the health, comfort, safety and well-being of residents.

- A. Interior walls, ceilings and floors must be capable of affording privacy and must be maintained free of holes, cracks, loose or deteriorated material, or any other condition that constitutes a hazard to the residents or is a harborage for insects, pests or vermin.
- B. Every window, exterior door and basement hatchway must be weather tight, watertight, insect and rodent-proof and must be kept in good working condition.
- C. The water supply must be of safe, sanitary quality, suitable for use, and adequate in quantity and pressure. The water must be obtained from a water supply system approved by the Texas Commission on Environmental Quality (TCEQ).
- D. Every plumbing fixture, water pipe and waste pipe must be properly installed and maintained in good sanitary working condition, free from defects, leaks and obstructions and properly connected to an approved sewage disposal system.
- E. Every boarding home facility utilizing well water must provide water samples at least annually to the permit issuing entity. If the sample results show coliform present, a resample must be taken within seven (7) days of receipt of the results.
- F. All garbage and refuse must be kept in watertight, covered containers. The garbage and refuse area must be kept in a clean and sanitary condition. A sufficient number of garbage receptacles must be provided by the boarding home facility. All garbage, trash and refuse must be removed from the premises frequently to prevent nuisance and unsightly conditions.
- G. Each owner/operator must be responsible for the extermination of any insects, rodents or other pests in the rooms occupied by residents, storage areas, attics or on the premises and yard.

H. Water closets, lavatories, and bathtubs or showers must be:

1. Kept clean and in good repair and must be well-lighted and ventilated;
2. Adequately supplied with toilet paper, soap, and hand towels for each bathroom; and
3. Supplied with non-slip surfaces in bathtub or shower, and curtains or other safe enclosures for privacy.

I. Each kitchen in a boarding home must:

1. Be kept in a clean and sanitary condition;
2. Have a food preparation area with a surface area that is smooth, impermeable, free of cracks and easily cleanable, that shall not be used for eating; and
3. Have a refrigerator that is equipped with a thermometer and is maintained in an operational, clean and sanitary condition that is adequate to maintain foods at the required temperature.

J. Each facility shall meet all applicable state and local sanitary codes.

K. All linens and laundry shall be:

1. Bagged or placed in a hamper before being transported to the laundry area;
2. Properly identified to prevent loss; and
3. If soiled, not transported through, sorted, processed, or stored in kitchens, food preparation areas, or food storage areas.

L. Poisonous, toxic, and flammable materials shall:

1. Be stored and maintained away from bed linens, towels, or kitchen equipment;
2. Be prominently and distinctly labeled for easy identification of contents; and
3. Not be used in a way that contaminates food equipment or utensils, or in a way that constitutes a hazard to employees or residents.

M. After each usage, all eating and drinking utensils shall be thoroughly washed and sanitized in hot water containing a suitable soap or synthetic detergent and rinsed in clean hot water. In the event a mechanical dishwasher is used, dish detergent is required.

N. All food and drink shall be:

1. Clean, free from spoilage, pathogenic organisms, toxic chemicals, and other harmful substances;
2. Prepared, stored, handled, and served so as to be safe for human consumption;
3. Maintained at a temperature of 41 degrees Fahrenheit or below for foods subject to spoilage;
4. Maintained at 135 degrees Fahrenheit or above at all times for hot foods ready to serve;

5. Maintained in the freezer at a temperature of 0 degrees Fahrenheit or below for foods stored as frozen; and
 6. Stored in food containers that are appropriately labeled, dated, and protected from flies, insects, rodents, dust, and moisture.
- O. Meals provided by the facility shall be nutritionally balanced and shall provide the United States Department of Agriculture's (USDA's) recommended daily allowances of vitamins, minerals and calories.
- P. With the exception of service animals for persons with disabilities, birds, cats, dogs or other animals are not permitted in areas in which food is prepared, stored or where utensils are washed or stored.
- Q. Meals shall be served:
1. At least three (3) times per day;
 2. In sufficient quantity and quality to meet the nutritional needs of the residents;
 3. Daily at regular hours, with at least one (1) hot meal per day;
 4. With no more than fourteen (14) hours between the beginning of the evening meal and the beginning of the morning meal; and
 5. With alternative selections for residents on medically prescribed diets.
- R. A time schedule of meals shall be posted daily.
- S. Employees or residents engaged in food handling shall:
1. Observe sanitary methods, including hand washing as appropriate; and
 2. Not be assigned to preparing foods for others at the facility if carrying a disease that can be transmitted to others.
- T. Regardless of the number of residents, each boarding home facility shall hold a valid food establishment permit issued by the applicable local or state regulatory authority in the name of the owner/operator and for the specific boarding home facility.
- U. If preparing meals for residents, staff must have a food-handler's permit.
- V. Each boarding home facility shall maintain a minimum food and water supply sufficient for all residents as recommended by the American Red Cross.
- W. Each boarding home facility shall be equipped with a first aid kit as recommended by the American Red Cross.

Sec. 16-58. Reporting and investigation of injuries, incidents, and unusual accidents and the establishment of other policies and procedures to ensure resident health and safety.

Each owner/operator of a boarding home facility must develop and implement policies and procedures for investigating and documenting injuries, incidents and unusual accidents that involve residents. Owners/operators must also establish policies and procedures necessary to ensure resident health and safety.

1. Minimum requirements for the documentation of injuries, incidents or unusual accidents should include, but are not limited to:
 - (a) Date and time the injury, incident or unusual accident occurred;
 - (b) Description of the injury, incident or unusual accident;
 - (c) Description of any medical or mental health treatment the resident received;
 - (d) When the residents' legal guardian or legally authorized representative was notified about the injury, incident or unusual accident; and
 - (e) Steps taken by the owner/operator to prevent future injuries, incidents or unusual accidents if a problem at the boarding home facility resulted in the injury, incident or unusual accident.
2. Residents, the resident's guardian, or legally authorized representatives should be given access to all inspection records within forty-eight (48) hours of requesting the records from the owner/operator.

In addition to investigating and documenting injuries, incidents or unusual accidents, an owner/operator must report any allegations of abuse, neglect or exploitation of an adult age sixty-five (65) years or older or an adult with a disability to the Texas Department of Family and Protective Services. Failure to report suspected abuse, neglect or exploitation of an elderly adult or adult with a disability is a Class A misdemeanor. Each owner/operator shall:

1. Ensure that each resident has access to a telephone twenty-four (24) hours per day that is easily accessible and affords privacy for use by residents.
2. Ensure that no resident is harassed, retaliated against, threatened or intimidated at any time for making a report of abuse, neglect or exploitation.
3. Provide each resident with a copy of the definitions of abuse, neglect or exploitation as outlined in Chapter 48 of the Human Resources Code.
4. Allow law enforcement personnel, emergency medical and fire personnel access to the boarding home facility when these professionals are responding to a call at the owner/operator's facility.

A boarding home facility must have sufficient staff – either owner/operator of the boarding home facility or employee – on-site at all times to promptly assist residents.

No owner/operator or other employee of a boarding home facility shall provide services or engage in behavior that constitutes a financial conflict of interest including but not limited to:

1. Borrowing from or loaning money to residents;
2. Witnessing wills in which the owner/operator or employee is a beneficiary;
3. Co-mingling the resident's funds with the owner's/operator's or other residents' funds; or
4. Becoming the guardian, conservator or power of attorney for a resident.

If an owner/operator becomes the representative payee for a resident or assists a resident with general money management, the owner/operator shall:

1. Maintain separate financial records for each resident for which the owner/operator is the representative payee for the entire period of time the owner/operator is the resident's representative payee and continue to maintain the resident's records for at least one (1) year after the last calendar day the owner/operator is the resident's representative payee;
2. Include in the records an itemized list of expenditures that the owner/operator has made on behalf of the resident, including the charges that are assessed by the owner/operator;
3. Maintain receipts for all expenditures in addition to the itemized documentation;
4. Develop a budget with the resident outlining routine expenditures and ensure that expenditures that are not routine are discussed with the resident before the resident's funds are expended; and
5. The owner/operator will allow the resident, the resident's guardian, or legally authorized representative access to the resident's financial records that are maintained by the owner/operator within 48 hours of receiving a request.

An owner/operator of a boarding home facility shall develop a written service agreement with each resident and maintain a copy of the agreement signed by the resident.

Sec. 16-59. Assistance with self-administration of medication.

Assistance with self-administration of medication may be provided to adult residents who can identify their medication and know when their medication should be taken but require assistance with self-administration. Assistance with self-administration of medication may not be provided to minors.

Assistance with self-administration of medication is limited to:

1. Reminding the resident to take medication;

2. Opening a container, removing medication from a container, and placing medication in a resident's hand or in/on a clean surface, such as a pill cup or medication reminder box, for the resident's self-administration; and
3. Reminding the resident when a prescription needs to be refilled.

All residents' medication must be stored in a locked area. The boarding home facility must provide a central locked storage or individual locked storage areas for each resident's medication.

If the boarding home facility uses a central medication storage area, a boarding home facility employee must be available to provide access at all times and each resident's medication must be stored separately from other residents' medications within the storage area.

If a resident's medication requires refrigeration, the boarding home facility must provide a refrigerator with a designated and locked storage area or a refrigerator inside a locked medication room.

Medications labeled for "external use only" must be stored separately within the locked area.

Poisonous substances must be labeled, stored safely, and stored separately from medications within a locked area.

If a boarding home facility stores controlled drugs, the facility must adopt and enforce a written policy for preventing the diversion of the controlled drugs.

A boarding home facility must have staff – either owner/operator of the boarding home facility or employee – on-site at all times to promptly assist residents with self-administration of medication.

Medication that remains in the boarding home facility after a resident is no longer lodging in the facility must be properly disposed of by the owner/operator in accordance with applicable legal requirements.

Sec. 16-60. Posting requirements.

The boarding home facility must prominently and conspicuously post the following for display in a public area that is readily available to residents, the operator, employees, and visitors:

1. The boarding home permit issued by the City;
2. A sign prescribed by the City specifying how ordinance violation complaints may be registered with the City;

3. A notice in a form prescribed by the City stating that inspection and related reports are available at the facility for public inspection and providing a telephone number that may be used to obtain information concerning the boarding home facility;
4. A concise summary of the most recent inspection report relating to the boarding home facility; and
5. A notice in a form prescribed by the City that lists the name, location, and contact information for:
 - (a) The closest local public health services agency in the proximity of the boarding home facility; and
 - (b) A local organization or entity that represents, advocates, or serves elderly persons or persons with disabilities, including any related toll-free contact information for reporting emergencies to the organization or entity.

Sec. 16-61. Requirements for in-service education of facility's staff.

Each owner/operator and employee is subject to the following initial training requirements prior to contact with residents:

1. Employer rules and policies;
2. Recognizing and reporting abuse, neglect and exploitation;
3. Resident's rights, including all applicable rights from the following:
 - (a) Texas Human Resource Code, Chapter 102, Rights of the Elderly;
 - (b) Texas Human Resource Code, Chapter 112, Developmental Disabilities;
 - (c) Texas Property Code, Chapter 301, Fair Housing Practices; and
 - (d) Texas Property Code, Chapter 92, Residential Tenancies.
4. Policies and procedures for contacting emergency personnel when the assistance of the owner/operator, or on-site staff is insufficient to eliminate the risk presented to a resident's health or safety;
5. Complaint process specific to the City and the boarding home facility;
6. Assistance with self-administration of medication;
7. Prevention of injuries, incidents and unusual accidents;
8. Emergency, evacuation and disaster plan; and
9. Service specific orientation that includes, but is not limited to:
 - (a) Nutrition, including meal preparation and dietary needs;
 - (b) Sanitation;
 - (c) Laundry; and
 - (d) Housework.

Each owner/operator and employee is also subject to the following on-going training requirements:

1. Updates and changes in any policies and procedures within ten (10) days of the owner, operator or employee becoming aware of the change;
2. Orientation specific to the needs of each new resident within one (1) day of the resident moving into the facility; and
3. Orientation specific to the needs of a resident whose needs have changed due to injury, illness, hospitalization or other circumstances which affect the resident's needs within one (1) day of the owner, operator, or employee becoming aware of the change.

Sec. 16-62. Criminal background history checks.

A boarding home facility owner/operators permit to operate a boarding home may be denied, revoked, suspended, or denied for renewal if the owner/operator has been convicted of a criminal offense listed in this section, or if the owner/operator has in its employ any person convicted of a criminal offense listed in this section.

The owner/operator must complete any state or federal request and release forms that are required to obtain a criminal history report for the owner/operator. The owner/operator will provide funding to the appropriate agency in a manner specified by the appropriate agency to cover any fees imposed by state or federal agencies for the report.

The following histories will disqualify an owner/operator from obtaining a permit to operate a boarding home facility and will disqualify a person from being employed by a boarding home facility:

1. An offense under Chapter 19, Penal Code (criminal homicide);
2. An offense under Chapter 20, Penal Code (kidnapping and unlawful restraint);
3. An offense under Section 21.02, Penal Code (continuous sexual abuse of young child or children), or Section 21.11, Penal Code (indecent with a child);
4. An offense under Section 22.011, Penal Code (sexual assault);
5. An offense under Section 22.02, Penal Code (aggravated assault);
6. An offense under Section 22.04, Penal Code (injury to a child, elderly individual, or disabled individual);
7. An offense under Section 22.041, Penal Code (abandoning or endangering child);
8. An offense under Section 22.08, Penal Code (aiding suicide);
9. An offense under Section 25.031, Penal Code (agreement to abduct from custody);

10. An offense under Section 25.08, Penal Code (sale or purchase of a child);
11. An offense under Section 28.02, Penal Code (arson);
12. An offense under Section 29.02, Penal Code (robbery);
13. An offense under Section 29.03, Penal Code (aggravated robbery);
14. An offense under Section 21.08, Penal Code (indecent exposure);
15. An offense under Section 21.12, Penal Code (improper relationship between educator and student);
16. An offense under Section 21.15, Penal Code (improper photography or visual recording);
17. An offense under Section 22.05, Penal Code (deadly conduct);
18. An offense under Section 22.021, Penal Code (aggravated sexual assault);
19. An offense under Section 22.07, Penal Code (terroristic threat);
20. An offense under Section 33.021, Penal Code (online solicitation of a minor);
21. An offense under Section 34.02, Penal Code (money laundering);
22. An offense under Section 35A.02, Penal Code (Medicaid fraud);
23. An offense under Section 42.09, Penal Code (cruelty to animals);
24. An offense under Section 30.02, Penal Code (burglary);
25. An offense under Chapter 31, Penal Code (theft), that is punishable as a felony; or
26. A conviction under the laws of another state, federal law, or the Uniform Code of Military Justice for an offense containing elements that are substantially similar to the elements of an offense listed in this subsection.

A person may not own or operate a boarding home facility or be employed in a position that involves direct contact with a resident in a boarding home facility before the fifth (5th) anniversary of the date the person is convicted of any felony offense not listed in this section or any of the following non-felony offenses:

1. An offense under Section 22.01, Penal Code (assault), that is punishable as a Class A misdemeanor;
2. An offense under Section 32.45, Penal Code (misapplication of fiduciary property or property of a financial institution), that is punishable as a Class A misdemeanor;
3. An offense under Section 32.46, Penal Code (securing execution of a document by deception), that is punishable as a Class A misdemeanor;
4. An offense under Section 37.12, Penal Code (false identification as peace officer);
5. An offense under Section 42.01(a)(7), (8), or (9), Penal Code (disorderly conduct); or

6. A conviction under the laws of another state, federal law, or the Uniform Code of Military Justice for an offense containing elements that are substantially similar to the elements of an offense listed in this subsection.

The owner/operator must ensure that all employees (or volunteers who are not residents) who are hired or begin volunteering for the facility after the effective date of this Article, have had a background check of conviction records, pending charges and disciplinary board decisions completed no more than thirty (30) days prior to their date of employment or date they began volunteering at the facility and is repeated annually thereafter, and that the individual is not disqualified under the provisions of this section.

The owner/operator must ensure that all existing employees or volunteers who are working for or volunteering at the facility on the effective date of this Article shall have a background check or conviction records, pending charges and disciplinary board decisions completed within sixty (60) days after the effective date of this Article, and is repeated annually thereafter, and that the individual is not disqualified under the provisions of this section.

The owner/operator or each boarding home facility shall submit an affidavit to the City with its original application and annual renewal certifying that the owner has performed criminal history background check on each owner/operator, employee and volunteer, and that no owner/operator, employee or volunteer has been convicted of a disqualifying criminal offense set forth in this section. The owner/operator will immediately discharge any employee or volunteer whose criminal history check reveals conviction of a criminal offense that bars employment or volunteer service with the boarding home facility. Further, if an owner/operator, employee, or volunteer is convicted of a disqualifying criminal offense during the period that a permit is in effect; the owner/operator must report such conviction to the City within ten (10) calendar days of such conviction.

Sec. 16-63. Assessment and periodic monitoring of residents.

Owners/operators of a boarding home facility or their designee will complete and document an annual assessment and conduct periodic monitoring to ensure that a resident is capable of self-administering medication and completing basic elements of personal care as listed in this section. The assessment will be used as a tool to determine if the needs of the resident can be addressed in a boarding home facility or if the resident needs personal care services and/or medication administration that cannot be provided by the boarding home facility.

Elements of the self-administration of medication to be assessed by the boarding home facility owner/operator or designee include the ability to perform each of the following tasks with little assistance:

1. Identifying the name of the medication;
2. Providing a reason for the medication (the owner/operator cannot force the resident to disclose a health condition that is the basis for the medication if the resident refuses);

3. Distinguishing color or shape;
4. Preparing correct number of pills (dosage);
5. Confirming the time to take medication(s); and
6. Reading labels.

Elements of personal care to be assessed by the boarding home facility owner/operator include the residents' ability to:

1. Eat independently;
2. Bathe without assistance;
3. Dress without assistance; and
4. Move and transfer independently.

As a result of an assessment, if an owner/operator finds that a resident is in a state of possible self-neglect due to no longer being able to perform basic elements of personal care as listed in this section and believes that a higher level of care is needed, the owner/operator is responsible for the following:

1. Contacting the Department of Family and Protective Services (DFPS) by phoning the Statewide Intake Division at 1-800-252- 5400;
2. Notifying the resident's guardian or legally authorized representative; and
3. Contacting the appropriate health or human services authority to advise that the resident requires services beyond what can be provided by the boarding home facility

A state of self-neglect does not exist if the resident receives outside professional services that meet the resident's need for personal care or self-administration of medication. In these cases, the resident can remain in the boarding home facility provided that all needs for personal care and self-administration of medication are met.

Sec. 16-64. Required reports to the Health and Human Services Commission.

With the exception of the year this article is adopted, each year thereafter, prior to September 30, the City Secretary shall submit a report to the Health and Human Services Commission. The report shall contain the following information:

1. The total number of boarding home facilities permitted during the preceding state fiscal year (September 1 – August 31);
2. The total number of boarding home facility applications denied permitting, including a summary of cause for denial;
3. The total number of boarding home facility permits active on August 31 of the preceding state fiscal year;

4. The total number of residents reported housed in each boarding home facility reported;
5. The total number of inspections conducted at each boarding home facility by the City;
6. The total number of permits revoked or suspended as a result of an inspection; and
7. A summary of the outcome for the residents displaced by revocation or suspension of a permit.

Sec. 16-65. Expiration and renewal of permits.

At least sixty (60) days prior to the expiration date of a boarding home facility permit, the owner/operator shall submit to the City Secretary's Office a permit renewal application and associated fees. An owner/operator that fails to timely renew its permit shall forfeit the right to operate the boarding home facility within the City until such time as the renewal is approved.

Sec. 16-66. Complaints.

All complaints related to a boarding home facility shall be submitted in writing to the Code Enforcement Officer on a form prescribed by the City. The Code Enforcement Officer shall investigate each complaint to the extent he or she deems necessary. The Code Enforcement Officer shall report any violations to the City Secretary for further action in accordance with this Article.

Sec. 16-67. Suspension, denial or revocation of permit.

The City Secretary shall issue a written notice of intent to suspend, deny or revoke a boarding home facility permit if it is determined that an owner/operator has:

- (1) Violated or is not in compliance with any provision of this Article; or
- (2) Refused or failed to allow an inspection of the boarding home facility as authorized by this Article.

Sec. 16-68. Denial, suspension and revocation procedures.

If the City Secretary determines that facts exist for denial, suspension or revocation of a permit under this Article, he/she shall notify the owner/operator (respondent) in writing of the intent to deny, suspend or revoke the permit, including the grounds therefor, by personal delivery, or by certified mail.

The notification shall be directed to the owner/operator at the most current business address of the boarding home facility on file with the City. Within five (5) business days of receipt of such notice, the respondent may provide to the City Secretary, in writing, a response that shall include a statement of reasons why the permit should not be denied, suspended or revoked. Within ten (10) business days of the receipt of respondent's written response, the City Secretary shall notify respondent in writing of the hearing date on respondent's denial, suspension or revocation proceeding.

Within fifteen (15) business days of the City Secretary's receipt of respondent's written response, the City Manager shall conduct a hearing at which respondent shall have the opportunity to be represented by counsel and present evidence and witnesses on his or her behalf. If a response is not received by the City Secretary in the time stated above or, if after the hearing, the City Manager finds that grounds as specified in this Article exist for denial, suspension or revocation, then such denial, suspension, or revocation shall become final five (5) business days after the hearing unless within that time the City Manager sends, by certified mail, written notice that the permit has been denied, suspended, or revoked or if the permit will be issued or allowed to remain in effect. If the permit is denied, suspended or revoked such notice shall include a statement advising the applicant or permittee of the right to appeal such decision to a court of competent jurisdiction.

If after a hearing, the City Manager finds that insufficient grounds exist for the denial, suspension or revocation of a permit, then within five (5) business days after the hearing, the City Manager shall withdraw the intent to deny, suspend or revoke the permit, and shall so notify the respondent in writing of such action by certified mail and shall contemporaneously issue the permit or allow the permit to remain in effect, as applicable.

When a decision to deny, suspend, or revoke a permit becomes final, the applicant or permittee (aggrieved party) whose application for a permit has been denied, or whose permit has been suspended or revoked, shall have the immediate right to appeal such action to a court of competent jurisdiction. Until the court of competent jurisdiction issues its final judgment, the decision to deny, suspends or revoke a permit shall remain in effect and be enforced.

A boarding home facility which is directly or indirectly a part of civil litigation, an administrative hearing, or procedures regarding the denial, suspension or revocation of the permit, such permit shall not be transferred, sold or given to another person during the pendency of the judicial or administrative processes.

Sec. 16-69. Transfer of permit.

A person commits a violation if the person transfers a permit or permits to another person the operation of a boarding home facility under the authority of a permit at any place other than the address designated on the permit. A transfer of a permit is deemed to have occurred if there is a transfer of ownership or control of the boarding home facility.

Sec. 16-70. Offenses and criminal penalties.

Any person who shall violate any provision of this Article shall be deemed guilty of a misdemeanor and punished by a fine not less than one dollar (\$1.00) and not exceeding two thousand dollars (\$2,000.00) ; and if such violation shall continue from day to day, each day's violation shall constitute a separate offense.

Sec. 16-71. Notice of violation.

The City shall provide to the boarding home written notice of each alleged violation of this Article. The notice may be sent by certified mail, return receipt requested, to the owner/operator at the business address of the boarding home facility as it appears on its permit application, to the attention of the permittee, as it appears on the permit application, or may be personally delivered to the permittee. Failure of the City to provide such notice is not a violation of this Article, and shall not affect or invalidate any subsequent prosecution of a violation of this Article.

Sec. 16-72-79. 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 2nd day of August, 2012.

PASSED AND APPROVED on its second reading this the 6th day of September, 2012.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 9

DATE OF MEETING: September 6, 2012	DATE SUBMITTED: August 23, 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 a Professional Services Agreement with Jones and Carter, Inc. for Engineering Services Related to the Extension of the High Pressure Plane Along Highway 36 North and Burlison Street and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: During the budget discussions with Council, we discussed the need to extend water service to the area near the Hwy. 36N loop and Burlison St. This area was annexed a few years ago and we have received a request to provide fire protection to a property along Hwy 36N. We have also received a request for water service from Country Place Northwest. Country Place would be served through a meter at 36N and Benton Drive. Both of these requests have been discussed with Council over the past couple of months. We would like to extend a 12” water main along 36N from Blue Bell Road then an 8” main south on Burlison. This will tie back into our existing system and will create a loop for this area. This loop will also create an alternate feed into the high pressure plane. The project will consist of approximately 3,800 feet of 12” C900 PVC water main, 3,100 ft of 8” C900 PVC water main, 8 fire hydrant assemblies and numerous miscellaneous valves and fittings. There are bond funds available for this project and the total costs are estimated at \$529,177 (see Exhibit A) including construction, engineering, etc. Staff recommends approving an agreement with Jones and Carter, Inc. for the engineering design, surveying, etc. The estimated cost for the engineering portion of the project is \$69,023.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS: Extend service to annexed areas.		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		

ATTACHMENTS: (1) Estimate; (2) Contract with Jones and Carter, Inc.; and (3) Letter from Jones and Carter, Inc. extending the invalidation date.

FUNDING SOURCE (Where Applicable): Bond Funds

RECOMMENDED ACTION: Approve an agreement with Jones and Carter, Inc. for engineering services for a water line extension along Highway 36 North and Burleson Street and authorize the Mayor to execute any necessary documentation.

APPROVALS: Lowell Ogle Jr.

EXHIBIT "A"

City of Brenham
 Highway 36 North and Burlison Street Water Line Extension
 Preliminary Opinion of Probable Cost

ITEM	UNIT	UNIT AMOUNT	HIGHWAY 36		BURLISON STREET		COMBINED	
			QTY	SUBTOTAL	QTY	SUBTOTAL	QTY	TOTAL
Mobilization	EA	7.5%	1	\$20,233	1	\$11,575	1	\$31,808
SWPPP	EA	1%	1	\$2,698	1	\$1,543	1	\$4,241
Site Prep	STA	\$100	38	\$3,800	31	\$3,100	69	\$6,900
12" AWWA C-900 Class 150 PVC Water Line by Open Cut	LF	\$30	3,150	\$94,500	0	\$0	3,150	\$94,500
12" AWWA C-900 Class 150 PVC Water Line by Bore	LF	\$100	200	\$20,000	0	\$0	200	\$20,000
12" AWWA C-900 Class 150 PVC Water Line by Bore w/ Casing	LF	\$175	450	\$78,750	0	\$0	450	\$78,750
8" AWWA C-900 Class 150 PVC Water Line by Bore	LF	\$25	0	\$0	2,800	\$70,000	2,800	\$70,000
8" AWWA C-900 Class 150 PVC Water Line by Bore w/ Casing	LF	\$75	0	\$0	300	\$22,500	300	\$22,500
12" Gate Valve and Valve Box	EA	\$2,000	3	\$6,000	0	\$0	3	\$6,000
8" Gate Valve and Valve Box	EA	\$1,200	0	\$0	3	\$3,600	3	\$3,600
Ductile Iron Fittings	TON	\$4,500	1	\$4,500	1	\$4,500	2	\$9,000
6" Fire Hydrant Assembly	EA	\$4,000	8	\$32,000	6	\$24,000	14	\$56,000
Wat. Connections (all sizes)	EA	\$1,200	1	\$1,200	3	\$3,600	4	\$4,800
Service Connections by Boring	EA	\$600	0	\$0	0	\$0	0	\$0
Service Connections by Borings	EA	\$1,800	0	\$0	0	\$0	0	\$0
Roadway Repair Over Water Line	LF	\$20	0	\$0	0	\$0	0	\$0
Driveway Repair	LF	\$45	150	\$4,500	200	\$9,000	300	\$13,500
Contingencies	LF	10%	\$245,250	\$24,525	\$140,300	\$14,030	\$385,550	\$38,555
Total Probable Construction Cost			\$292,706	\$43,906	\$187,448	\$25,117	\$480,154	\$69,023
Engineering, Surveying and Testing								
Total				\$336,612		\$192,565		\$529,177

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 east side of State Highway 36 North from Blue Bell Road (FM 577) to Burleson Street and under State Highway 36 North and the extension of a 8-inch water line along the west side of Burleson Street to the proposed 12-inch water line, including fire hydrants, services, and other appurtenances. 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 part-time 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 ten (10) 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 Blue Bell Road to Burleson Street (includes all of the 12-inch water line). The second phase of the project will consist of that portion of the project along Burleson Street (includes all of the 8-inch water line). 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%

I. 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 \$24,500.00 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. Exclusive venue for any claim, dispute, lawsuit or other legal proceeding arising out of or involving this Agreement shall be in a court of competent jurisdiction in Washington County, 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

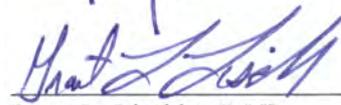
BY: _____
Milton Y. Tate, Jr.
Mayor

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

DATE: _____

DATE: 5/22/12

ATTEST: _____
Jeana Bellinger
City Secretary

ATTEST:  _____
Grant L. Lischka, E.I.T.
Asst. Corporate Secretary



NO.	DATE	REVISIONS	APP.

CITY OF BRENNHAM
BRENNHAM, TEXAS

SH 36 NORTH & BURELSON ST
WATER LINE EXTENSION

EXHIBIT A

J.C. JONES & CARTER, INC.
ENGINEERS - PLANNERS - SURVEYORS

1100 South Loop West, Brenham, Texas 77833 (877) 288-8811

SCALE: 1"=400'

DATE: 05-25-2013

JOB NO. 13-0001

SUBMITTED: 05/25/13

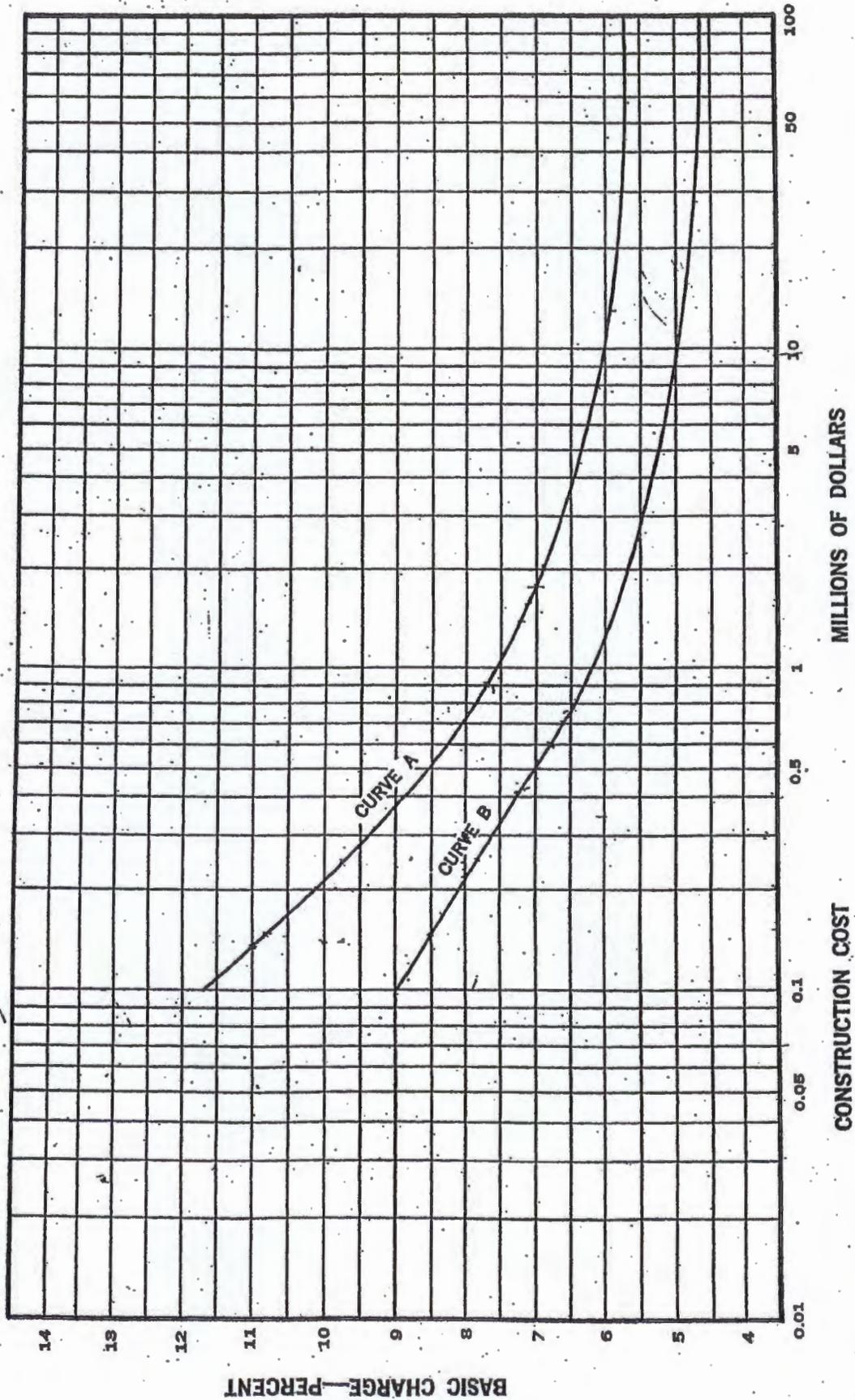
DRW. BY: GLL
DRW. IN: CDB
CHK. BY: UTILITY MFP
FA. NO.

SHEET NO.
1
OF 1

EXHIBIT B

Curves of Median Compensation

CURVES A AND B



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

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

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

Texas Board of Professional Engineers Registration No. F-439

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>		
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%

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

Texas Board of Professional Engineers Registration No. F-439

August 23, 2012

Mr. Lowell Ogle, Jr.
Director of Public Utilities
City of Brenham
P.O. Box 1059
Brenham, Texas 77834-1059

Re: Professional Services Agreement
City of Brenham, Texas
State Highway 36 North and
Burluson Street Water Line Extension

Dear Mr. Ogle:

The Professional Services Agreement (PSA) for the State Highway 36 North and Burluson Street Water Line Extension Project executed by this office on May 22, 2012 contained an invalidation and modifications clause making the PSA invalid 30 days after May 22, 2012. This letter hereby amends the time of execution in Section XI, Invalidation and Modifications, to read as follows:

If this Agreement is not executed by the CLIENT within 60 days of the date of this letter, it shall become invalid unless the ENGINEER extends the time in writing.

Should you have any questions, please call.

Respectfully,



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

WRK/ebr
P:\PROJECTS\B0039-Brenham\SH 36 Water Line\psa amend invalidation date.ltr.doc



AGENDA ITEM 10

DATE OF MEETING: September 6, 2012	DATE SUBMITTED: August 30, 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 the Award of a Contract for Sodium Chlorite, Chlorine Dioxide Generation Equipment and Technical Services Associated with the Chlorine Dioxide Process for the Water Plant's Chlorine Dioxide Program and Authorize the Mayor to Execute Any Necessary Documentation										
SUMMARY STATEMENT:										
<p>The contract will be inclusive of the chemical precursor sodium chlorite, chlorine dioxide generation equipment and technical services associated with the chlorine dioxide process. Sodium Chlorite is combined with Chlorine gas through a generation process to create Chlorine Dioxide. Chlorine Dioxide is used as a primary disinfectant along with controlling taste and odors that come from raw water that is pumped out of Lake Somerville.</p> <p>The contract will be for one (1) year with a firm bid prices beginning the date of award by Council. Upon completion of the term of the original contract and mutual agreement of both parties, these contracts may be renewed for up to two (2) additional one (1) year terms (three (3) years total). The renewal will be under the same terms and conditions as the original contract. Also included in the contract are price escalation and price reduction clauses. These clauses will protect both the City of Brenham and the vendor during times in which the markets for these products are very volatile.</p> <p>Siemens has been the provider for our Chlorine Dioxide program for many years and has worked closely with the city to optimize the program and make it compatible with our equipment etc. Therefore we would recommend this contract be approved as a sole source purchase as allowed under purchasing laws.</p> <p>On June 27, 2012 we received and opened the following quote. Staff recommends awarding the quote to the Siemens Industry, Inc.</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Chemical</th> <th style="text-align: left;">Vendor</th> <th style="text-align: left;">Price/ton</th> <th style="text-align: left;">2009/10 Prices</th> </tr> </thead> <tbody> <tr> <td>Sodium Chlorite</td> <td>Siemens Industry, Inc.</td> <td>\$0.658</td> <td>\$0.64</td> </tr> </tbody> </table>			Chemical	Vendor	Price/ton	2009/10 Prices	Sodium Chlorite	Siemens Industry, Inc.	\$0.658	\$0.64
Chemical	Vendor	Price/ton	2009/10 Prices							
Sodium Chlorite	Siemens Industry, Inc.	\$0.658	\$0.64							

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS: Same vendor as in the past and a very reliable vendor.

B. CONS: Slight increase in cost.

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Siemens Quote No. Q120329MFM1r2; and (2) Memo from Purchasing Manager

FUNDING SOURCE (Where Applicable): 104-5-163-201.00

RECOMMENDED ACTION: Approve the contract for a Chlorine Dioxide Program with Siemens Industry, Inc. for \$0.658 per pound of sodium chlorite, chlorine dioxide generation equipment, and technical services associated with the chlorine dioxide process with an annual renewable option and authorize the Mayor to sign any necessary documentation.

APPROVALS: Lowell Ogle, Jr.

June 27, 2012

REVISED T&C's

Mr. Adam Griffin, PA
City of Brenham
200 W. Vulcan Street
Brenham, TX 77833
Email: agriffin@cityofbrenham.org

**RE: CITY OF BRENHAM, TEXAS CHLORINE DIOXIDE PROGRAM
Siemens Quote No. Q120329MFM1r2**

Siemens Industry, Inc. would like to offer a continuing contract to supply sodium chlorite to the City of Brenham for the generation of chlorine dioxide for the water treatment requirements.

1. SCOPE OF SERVICES

1.1 Upon award of the contract

Siemens will provide the following equipment:

- One (1) refurbished **Millennium III C-VF** Chlorine dioxide generator capable of producing up to 250 PPD
- One (1) 300 Gallon HDXLPE day tank with containment suitable for the storage of sodium chlorite

Siemens will continue to supply the following equipment

- One (1) **Millennium III C-CWS** chlorine dioxide backup generator capable of producing up to 250 PPD
- One (1) 5,600 gallon HDXLPE tank suitable for the storage of sodium chlorite
- Two (2) 500 lb/day vacuum regulators
- One (1) Fischer Porter amperometric titrator

Siemens retains ownership of all provided equipment. Siemens will maintain spare parts for the generator at a Siemens warehouse for emergency replacement.

1.2 Chemicals

Siemens will provide a supply of **Akta Klor 25** (sodium chlorite, 25% aqueous solution) in bulk quantities. **Akta Klor 25** is registered with EPA (No. 21164-6) and meets requirements of NSF/ANSI Standard 60 and AWWA B303-05. **Akta Klor 25** is registered for use as a pesticide in the State of Texas.

1.3 Installation/ Startup and Training Services

A Siemens service engineer will install the refurbished generator and day tank with level monitoring at the chlorine dioxide generation site located at the raw water pump station on Lake Summerville.

1.4 Preventative Maintenance and Monitoring Services

A Siemens service engineer will visit the site to perform routine maintenance on the generator, optimize chemical dosing, conduct generator efficiency testing and provide a written report. Siemens will also provide safety training for the plant staff, if requested, and provide emergency technical or mechanical response as described below. On-site routine maintenance service will be scheduled in advance and include, but not be limited to the following:

- Provide monthly maintenance and optimization services to the Siemens supplied Chlorine Dioxide equipment.

2. REQUIREMENTS OF CITY OF BRENHAM

Siemens requests that the City of Brenham provide and prepare the following prior to delivery and installation of Siemens equipment:

- A suitable site location for the generator protected from the elements. The unit must be shielded from direct sunlight and rain, and protected from electrical surges. If the site is not adequately protected the customer may be responsible for the cost of replacement parts that result from equipment damage caused by acts of nature such as lightning. Siemens requests the chlorine dioxide equipment to be located in a building with proper ventilation in a non-condensing environment. Operating temperature range is 40°F-104°F. The generation system and precursors should also be protected from freezing.
- Necessary safety equipment (i.e., drench shower, eye wash)
- A dedicated power source for the generator.
- A water source for the generator.
- Chemicals:
 - Chlorine gas and associated feed equipment

3. TIMING

Siemens can begin the program within six to eight weeks of authorization to proceed after Siemens contract.

4. PRICE

Siemens is pleased to offer the following price for equipment, chemicals and services. Upon completion of the term of the original contract and mutual agreement of both parties, the contract may be extended for up to two (2) one (1) year extensions (three (3) years total). The renewal will be under the same terms and conditions as the original contract. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed. Initial pricing will be valid for one (1) year after execution of contract. The contract price will be reviewed on an annual basis per original contract, and the extensions will be exercised with mutual agreement by both parties. Price escalations may be permitted during the term of the contract. All requests for price escalation shall be in written form and shall demonstrate industry-wide or regional increases in the contractor's cost. Include documents supporting the price escalation, such as manufacturer's direct cost, postage rates, Railroad Commission Rates,

Federal/ State Minimum Wage Laws, Federal/State Unemployment Taxes, FICA, etc. Increases will apply only to the product(s) and/or service(s) affected by an increase on raw material, labor or another like cost factor.

Chemical: \$0.658/ lb FOB delivered in full bulk truck load quantities (45,000 lbs). All deliveries require five business days notice from receipt of purchase order. (Note: drum and tote orders require 10 days)

Service: Included in the price of chemical.

Equipment: Included in the price of chemical.

Terms of payment are NET 30 days from date of invoice. These prices do not include any applicable taxes.

The attached Siemens Industry, Inc. Terms and Conditions are considered part of this proposal and shall prevail.

Should a purchase order result from this proposal, please return the *entire* proposal, signed where indicated below, and address the order to:

Siemens Industry, Inc.
2650 Tallevast Road
Sarasota, FL 34243

The price associated with this quote will remain in effect for a period of ninety (90) days. If we are not in receipt of an order by the end of this firm price period, we reserve the right to modify the prices quoted.

Siemens is committed to providing the highest standard of chemical quality and technical services in the industry. If the above proposal does not meet your application requirements, I would appreciate the opportunity to discuss alternatives with you.

Thank you again for this opportunity to allow Siemens to assist you in supplying a chlorine dioxide full service program. If you have any questions or need additional information, please contact me at 713/703-1734.

Siemens Industry, Inc.

Leroy Graham

Leroy Graham
Sales Representative, Municipal Services

**RE: CITY OF BRENHAM, TX CHLORINE DIOXIDE PROGRAM
Siemens Quote No. Q120329MFM1r2**

ACCEPTANCE OF PROPOSAL

Siemens will process your order when we receive acceptance of this proposal, **Q120329MFM1r2**, by signing below and returning.

Accepted by: _____

This _____ day of _____ 2012

By: _____

Title: _____

Company: _____

Siemens Industry, Inc., Water Technologies Business Unit – Brenham, Texas 6/27/12
Terms and Conditions

1. **Applicable Terms.** These terms, together with any quotation, purchase order or acknowledgement issued or signed by Seller (the "Seller's Documentation"), comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Customer's documents, unless separately signed by Seller. Whether the terms set forth herein are included in an offer, acceptance or acknowledgment by Seller, such offer, acceptance or acknowledgment is conditioned on Customer's assent to these terms. Seller rejects all additional or different terms in any of Customer's forms or documents. The Agreement governs the scope of work set forth in Seller's Documentation. For the purposes of this Agreement, goods shall include equipment, leased equipment and media goods (collectively, the "Goods").
2. **Payment.** Customer shall pay Seller the full fee as set forth in Seller's Documentation. Seller's price does not include, and Seller shall not be responsible for, any taxes, permits, tariffs, duties or fees (or any incremental increases to such taxes, permits, tariffs, duties or fees enacted by governmental agencies) unless specifically agreed in Seller's Documentation or otherwise by Seller in writing. All payments are due within 30 days after receipt of invoice. All orders are subject to credit approval.
3. **Scope of Services.** Seller shall provide the Goods and services specifically described in Seller's Documentation during normal business hours, unless otherwise specified in Seller's Documentation. Performance by Seller that is requested or required by the Customer outside of these hours will be charged at Seller's then current schedule of rates and will be in addition to the charges outlined in Seller's Documentation. Where the Customer requests additional Goods or services which are outside of the scope of work itemized in Seller's Documentation, Seller may provide those Goods and services at standard time and material rates and conditions then in effect.
4. **Ownership of Materials.** All devices, equipment, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller in connection with the provision of Goods and services hereunder, and all related intellectual property rights, shall remain Seller's property. Seller grants Customer a non-exclusive, non-transferable license to facilitate Customer's use thereof. Customer shall not disclose any such material to third parties without Seller's prior written consent.
5. **Changes.** Seller shall not implement any changes in the scope described in Seller's Documentation unless Customer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law.
6. **Warranty.** Seller warrants to Customer that the Goods shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and services shall be performed in a good and workmanlike manner. The foregoing warranty shall not apply to any Goods that are specified or otherwise demanded by Customer and are not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Customer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Customer under warranty, tort or any other legal theory. Customer's service warranty is ninety days from the date of the service provided. If Customer is purchasing Goods from Seller then Seller's warranty period for Goods (except for media goods) is the earlier of one year from acceptance or eighteen months from delivery. In the event of a warranty claim, Seller shall, at its sole option and as Customer's sole and exclusive remedy, repeat the service at its own expense, repair or replace the affected parts or refund the price paid to Seller therefor. If Seller determines that any warranty claim is not, in fact, covered by this warranty, Customer shall pay Seller its then customary charges for any additionally required Goods or service. Seller's warranty is conditioned on Customer (a) operating and maintaining the Goods in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (a) media goods (such as, but not limited to, granular activated carbon media) once such media goods are installed and testing proves material conformance to Seller's Documentation; (b) damage caused by chemical action or abrasive material or misuse which has damaged the equipment serviced; and (c) improper installation (unless installed by Seller).
7. **Indemnity.** Seller shall indemnify, defend and hold Customer harmless from any claim, cause of action or liability incurred by Customer as a result of third party claims for personal injury, death or damage to tangible property to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Customer (a) promptly, within the warranty period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. **Force Majeure.** Under no circumstances shall either Seller or Customer have any liability for any breach (except for payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, change in law or other act of government or any other cause beyond such party's reasonable control.
9. **Cancellation.** Either party may terminate the scope of work specified in Seller's Documentation by providing reasonable notice sufficient to avoid costs incurred by the other party. If Customer cancels or suspends any such scope of work for any reason other than Seller's breach, Customer shall pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES.
11. **Leased Equipment.** Any leased equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Customer, and no right or property interest is transferred to the Customer hereunder, except the right to use any such Leased Equipment as provided herein. Customer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the equipment. Customer shall be responsible to maintain the Leased Equipment in good and efficient working order. Upon the expiration or termination of this Agreement, Customer shall promptly make any Leased Equipment available to Seller for removal. Customer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.
12. **Miscellaneous.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Customer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Customer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions.



Memo

To: Lowell Ogle, Jr.

From: Wende Ragonis

CC: Jeana Bellinger

Date: 8/31/2012

Re: Sodium Chlorite Procurement with Chlorine Dioxide Generation Equipment

The procurement of Sodium Chlorite through Siemens Industry, Inc. meets the sole source procurement method of purchasing as described in the State of Texas Procurement Manual Chapter 1, Sole-Source Purchases. The Manual states that purchases are exempt from standard bidding requirements when goods and services are available from only one supplier. Siemens Industry Inc. owns and operates existing equipment at the City of Brenham's Water Treatment facility at Lake Somerville. Since the equipment is owned and maintained by Siemens Industry, Inc. only Siemens Sodium Chlorite can be used in the Siemens equipment.



AGENDA ITEM 11

DATE OF MEETING: September 6, 2012	DATE SUBMITTED: August 30, 2012	
DEPT. OF ORIGIN: Public Utilities	SUBMITTED BY: Lowell Ogle Jr.	
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 an Amendment No. 1 to the Professional Services Agreement with Jones and Carter, Inc. for the Valmont Water System Improvements Project and Authorize the Mayor to Execute Any Necessary Documentation		
<p>SUMMARY STATEMENT: We have previously discussed with Council the need to extend a water main along Salem Rd. We have received requests from some property owners on Salem Rd for this extension of service. In the process of extending water to Salem Rd, we will have the capability to expand the high pressure plane to this area. We will make the tie-in between Hwy 36 South and the new Valmont extension. This tie-in, along with the relocation of a check valve, will expand the high pressure plane along Hwy 36 South from around the Lowe's area to the State Supported Living Center. If this change is not made the new customers on Salem Road will only have about 45 PSI of water pressure and the new customer on Kuhn Lane will have less 40 PSI. These pressures meet current TCEQ requirements but are on the lower end of the range. The total estimated cost of this extension is \$175,789 which includes construction and engineering costs. There are bond funds available for the expansion of the high pressure plane and we would recommend funding the project through the use of those funds.</p> <p>We would like to amend the current agreement with Jones and Carter, Inc. to include the design of this project. This will save money on the engineering and should bring a better bid price if combined with that project. This portion will be funded by the City and will not affect the participation agreement on the Valmont portion of the project.</p> <p>In addition to the work described in the original agreement, a 2700 foot extension of a 12-inch water line from the current end of the project to Salem Rd then along Salem Rd to SH 36 tying into an existing 10-inch water line will be added to the project. The relocation of a check valve assembly near the intersection of SH 36 and Wood Ridge Blvd. is also included in the amendment to the project.</p>		

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS: Extend service to property owners on Salem Rd. Will allow the city to expand the high pressure plane to the area.

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Probable Cost; and (2) Amendment No. 1

FUNDING SOURCE (Where Applicable): Water Fund Bond Funds

RECOMMENDED ACTION: Approve Amendment No. 1 to the professional services agreement with Jones and Carter, Inc. for the Valmont Water System Improvements Project and authorize the Mayor to execute any necessary documentation.

APPROVALS: Lowell Ogle Jr.

ATTACHMENT 1



SALEM ROAD EXTENSION PRELIMINARY OPINION OF PROBABLE COST

ITEM	UNIT	UNIT AMOUNT	QTY	SUBTOTAL
Mobilization	EA	7.5%	1	\$10,566
SWPPP	EA	1.0%	1	\$1,409
12" AWWA C-900 Class 150 PVC Water Line by Open Cut	LF	\$30	2700	\$81,000
12" AWWA C-900 Class 150 PVC Water Line by Bore	LF	\$110	0	\$0
12" Gate Valve and Valve Box	EA	\$2,000	4	\$8,000
10" Gate Valve and Valve Box	EA	\$1,700	1	\$1,700
Saw cut and Replace 6" Reinforced Concrete Pavement	LF	\$45	0	\$0
Repair 6" of Flexible Base Material	LF	\$25	150	\$3,750
6" Fire Hydrant Assembly	EA	\$4,000	4	\$16,000
Wet Connection (All Sizes)	EA	\$1,200	2	\$2,400
1" Long Service Tap by Bore	EA	\$1,750	4	\$7,000
2" Long Service Tap by Bore	EA	\$2,250	1	\$2,250
Relocate Existing Check Valve Assembly	EA	\$7,500	1	\$7,500
Contingencies		10%	\$112,850	\$11,285
Total Probable Construction Cost				\$152,860
Engineering, Surveying and Testing		15%	\$152,860	\$22,929
Total				\$175,789

8/16/2012

August 16, 2012

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

Re: Amendment No. 1 to the
Professional Services Agreement
Valmont Water System Improvements Project
J&C Job No. B0039-021-00

Gentlemen:

The purpose of this letter is to amend the Professional Services Agreement (PSA) between the City of Brenham, Texas and Jones & Carter, Inc. dated May 4, 2012. The revised scope of work and compensation are described in the paragraphs that follow.

SCOPE OF WORK

In addition to the work described in the original agreement, the extension of a 12-inch water line from the current end of the project to Salem Road and thence eastward along Salem Road to SH 36 to tie into an existing 10-inch water line is hereby added to the project. Also, added to the project is the relocation of a check valve assembly near the intersection of SH 36 and Wood Ridge Blvd.

COMPENSATION

Compensation for the basic services for this project shall be in accordance with Section II.A. of the above mentioned PSA. Compensation for Additional Services related to the added work shall be in accordance with Section II.B. of the above mentioned PSA and shall not exceed \$8,550.00 without the written authorization of the Owner.

CITY OF BRENHAM
P. O. Box 1059
Brenham, Texas 77824-1059

JONES & CARTER, INC.
1500 South Day Street
Brenham, Texas 77833

By: _____
Milton Y. Tate
Mayor

By: Wm. R. Krueger
Wm. R. Krueger, P.E., R.P.L.S.
Vice President
Brenham Operations Manager

DATE: _____

DATE: 8/17/12

ATTEST: _____
Jeana Bellinger
City Secretary

ATTEST: John E. Pledger, III
John E. Pledger, III, P.E., R.P.L.S.
Vice President
Business Development



AGENDA ITEM 12

DATE OF MEETING: September 6, 2012	DATE SUBMITTED: August 31, 2012	
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Kim Hodde	
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 a Request for a Noise Variance from Allen Oberrender DBA AO Studios for Music Video Filming to be Held in the Alleyway Behind Jim’s Whims from Sundown to Sunrise on September 8, 9, and 10, 2012		
SUMMARY STATEMENT: Allen Oberrender, dba AO Studios, has requested a noise variance to shoot parts of a music video in the downtown area (alleyway behind Jim’s Whims) from sundown to sunrise (as needed) on September 8, 2012 through September 10, 2012. They will not be using sound amplification equipment; however, they will be using drums and a radio and lighting. There will be guitars set up to look realistic for the video but they will not be plugged in or use. The Brenham Police Department and the Brenham Fire Department have approved the request, and therefore, I ask the City Council to approve the variance request.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Noise Variance Request		
FUNDING SOURCE (Where Applicable): N/A		
RECOMMENDED ACTION: Approve a noise variance from Allen Oberrender DBA AO Studios for music video filming to be held in the alleyway behind Jim’s Whims from sundown to sunrise on September 8, 9, and 10, 2012.		
APPROVALS: Police Chief Rex Phelps & Fire Chief Ricky Boeker		

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: AD Studios - (Allen Oberrender)
2. Name and address of individual making application on behalf of sponsoring organization: Allen Oberrender, 1651 Burtson Street, Brenham, Tx 77833 (Allen) 979-203-4257 / ^{Joshua Arnold} 979-203-9192
3. Purpose of the Event: shooting parts of a music video
4. Location of Event: alleyway behind Jim's Whims
5. Date of the event: 9-8-12 - 9-10-12
6. Time of Event: sundown - sunrise (as needed)
7. Event Set-up: From: _____ To: _____
Event Clean-up: From: _____ To: _____
8. You are required to describe the following:
 - a) Types of Activities Planned and any additional information specific to this event: drums & band music being filmed @ night for video
 - b) Bands/Musical Instruments: drums, radio (*over)
 - c) Sound amplification equipment: None - just radio & drum noise
 - d) Cleanup provisions: _____

Allen Oberrender
Name of Applicant (Printed or Typed)

Date: 8-15-12

X
Applicant or Authorized Person's Signature

Phone: 979-203-4257

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

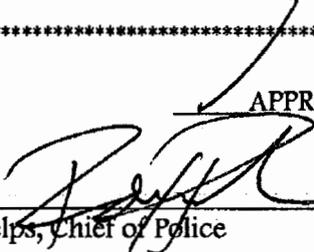
[Signature]

CITY STAFF REVIEW

Date received: 8-15-12

APPROVED

DENIED



Rex Phelps, Chief of Police

Date: _____

Comments/Reason for Denial:

APPROVED

DENIED



Ricky Boeker, Chief of Fire Department

Date: 8.27.12

Comments/Reason for Denial: _____

Noise Variance Approved by the City Council on the _____ day of _____, 2012.

Milton Y. Tate, Jr., Mayor

Date: _____

ATTEST:

Jeana Bellinger, City Secretary



AGENDA ITEM 13

DATE OF MEETING: September 6, 2012	DATE SUBMITTED: August 31, 2012	
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Kim Hodde	
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 a Request for a Noise Variance from Café in the Garden for Live Music Coinciding with the Downtown Christmas Stroll to be Held at 110 W. Main Street on November 30, 2012 from 7:00 p.m. – 11:00 p.m.		
SUMMARY STATEMENT: Elizabeth Bordwell from Café in the Garden, located at 110 W. Main Street, has requested a noise variance to have a live band play at their establishment on November 30, 2012 from 7 pm – 11 pm to coincide with the activities of the Downtown Christmas Stroll. They will have a 4 piece band (1 drum and 3 guitars) playing. The Brenham Police Department and the Brenham Fire Department have approved the request, and therefore, I ask the City Council to approve the variance request.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Noise Variance Request		
FUNDING SOURCE (Where Applicable): N/A		
RECOMMENDED ACTION: Approve a request for a noise variance from Café in the Garden for live music coinciding with the Downtown Christmas Stroll to be held at 110 W. Main Street on November 30, 2012 from 7:00 p.m. – 11:00 p.m.		
APPROVALS: Police Chief Rex Phelps & Fire Chief Ricky Boeker		

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: CAFE' IN THE Garden

2. Name and address of individual making application on behalf of sponsoring organization: Elizabeth C Bordwell
302 Sweed St Brenham TX

3. Purpose of the Event: Christmas Stroll

4. Location of Event: 110 W main St

5. Date of the event: Nov 30, 2012

6. Time of Event: 7-11pm

7. Event Set-up: From: 6pm To: 6:45 pm

Event Clean-up: From: 11:00 To: 12:00

8. You are required to describe the following:

a) Types of Activities Planned and any additional information specific to this event: Band to play from 7pm-11pm during stroll

b) Bands/Musical Instruments: 4 pc Band - 1 drum / 3 guitars

c) Sound amplification equipment: ? (I can get info from band if needed.)

d) Cleanup provisions: cafe' employees

Elizabeth C Bordwell
Name of Applicant (Printed or Typed)

Date: 8/10/12

Elizabeth C Bordwell
Applicant or Authorized Person's Signature

Phone: 409 225 6055

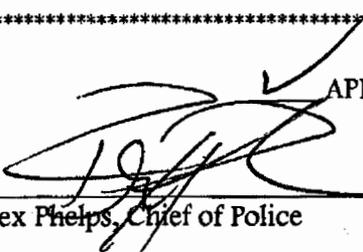
Have you ever been found guilty of a criminal offense involving crimes against property, moral turpitude, and/or a felony by any Court? Yes No If "Yes", please identify the offense, State of conviction and penalty imposed (attach additional sheets if necessary):

CITY STAFF REVIEW

Date received: 8-15-12

APPROVED

DENIED



Rex Phelps, Chief of Police

Date: _____

Comments/Reason for Denial:

APPROVED

DENIED



Ricky Boeker, Chief of Fire Department

Date: 8-27-12

Comments/Reason for Denial: _____

Noise Variance Approved by the City Council on the _____ day of _____, 2012.

Milton Y. Tate, Jr., Mayor

Date: _____

ATTEST:

Jeana Bellinger, City Secretary



AGENDA ITEM 14

DATE OF MEETING: September 6, 2012		DATE SUBMITTED: August 28, 2012	
DEPT. OF ORIGIN: HR/Risk Management		SUBMITTED BY: Janie Mehrens	
MEETING TYPE:		CLASSIFICATION:	
<input checked="" type="checkbox"/> REGULAR		<input type="checkbox"/> PUBLIC HEARING	
<input type="checkbox"/> SPECIAL		<input type="checkbox"/> CONSENT	
<input type="checkbox"/> EXECUTIVE SESSION		<input checked="" type="checkbox"/> REGULAR	
		<input type="checkbox"/> WORK SESSION	
ORDINANCE:			
<input type="checkbox"/> 1 ST READING			
<input type="checkbox"/> 2 ND READING			
<input type="checkbox"/> RESOLUTION			
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Selection of Candidates to be Voted for on the Texas Municipal League Intergovernmental Risk Pool Board of Trustees, Places 11-14 and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY STATEMENT: As a member of the Texas Municipal League Intergovernmental Risk Pool (TML IRP), the City of Brenham is eligible to participate in the election of members to the Board of Trustees. The votes cast on the ballot for the Trustee election must be certified as being the will of the majority of the City Council and thus, the vote must occur during the Regular session of the City Council Meeting.			
It is suggested that votes be cast for six-year terms for the following nominees:			
Place 11	Kavon Novak	(Region 10 Caldwell)	
Place 12	Larry Gilley	Incumbent (Region 6 Abilene)	
Place 13	Byron Black	Incumbent (Region 8 Central Appraisal District Johnson County)	
Place 14	Cynthia Kirk	(Region 10 Bryan)	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) Official Ballot TML IRP board of Trustees Election			
FUNDING SOURCE (Where Applicable):			
RECOMMENDED ACTION: Vote for suggested nominees for TML IRP Board of Trustees Election			
APPROVALS: Terry K. Roberts			

OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 11 – 14 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2012. Ballots received after September 30, 2012, cannot be counted. **The ballot must be properly signed and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P. O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.**

PLACE 11

- Bill Agan.** Mayor of Richland Hills (Region 8). Mr. Agan was elected Mayor in May, 2012, for a term of two years. He has served as a city councilmember from 1986 to 1987. He has served on the City's Planning and Zoning Commission, and has served on the City's Charter Review Commission in 1986 and from 2011 to the present. Mr. Agan has owned an auto repair business for 40 years, and has been involved in an insurance business for two years and a real estate business for six years.
- Greg Ingham (Incumbent).** City Manager, City of Plainview (Region 3) since 2004. He has previously served as City Manager in Levelland and Littlefield, Texas. Mr. Ingham has served in local government since 1975 and is active in numerous statewide and regional organizations. He has an MPA and is a Certified Public Manager. Mr. Ingham has been a board member of the TML Intergovernmental Risk Pool since 1989. He has served as Chair and Vice-Chair of the Board, and has served as Chair of the Board's Finance Committee.
- Kavon Novak.** Alderman, City of Caldwell (Region 10) since 2011. He is a 1991 graduate of Texas A&M University with a Bachelor's Degree in Marketing. He has been a business owner for 14 years in the financial industry and is currently an Investment Consultant with LPL Commerce since 2009. Mr. Novak has been a member of the Caldwell Men's Lions Club for 9 years and is currently the Treasurer. He and his wife of 16 years, Lori, have 4 children. They are members of First Baptist Church in Caldwell and are active in 4-H Shooting Sports and Soccer.
- Troy Stegemoeller.** Mayor Pro Tem, City of Idalou (Region 3). Mr. Stegemoeller has served on the City Council since 2008. He has a B.S. in Agriculture Economics from Texas Tech University and is a graduate of Louisiana State University Graduate Banking School. He has been in banking for 32 years, and currently serves as the President of Vista Bank in Idalou. He has served on an advisory committee to Congressman Randy Neugebauer, and has served as finance chair of the Idalou Methodist Church and Treasurer of the local Salvation Army.

WRITE IN CANDIDATE:

PLACE 12

- Larry Gilley** (Incumbent). City Manager, City of Abilene (Region 6) since June of 2002. He previously served as City Manager for San Marcos (1988 – 2002), Assistant City Manager for San Marcos (1987 – 1988), City Manager for Panhandle (1977 – 1987), and City Manager for Bovina (1976 – 1977). Mr. Gilley has been a Board member of the TML Intergovernmental Risk Pool since 2007, and currently serves as Chair of the Board’s Underwriting and Claims Committee. He has an MPA from Southwest Texas University, and a BA from Texas Tech University.

- Pete Gonzalez**. Deputy City Manager and Chief Financial Officer of the City of Brownsville (Region 12) since June of 2008. He previously served as Director of Finance for Brownsville from 1978 to 2008. He serves as a Board member and Finance Officer for the United Brownsville Corporation. He has a BBA degree in Accounting from Texas A&I University in Kingsville and is a certified government financial manager. Under his leadership, the City of Brownsville has been awarded the Certificate of Achievement for Excellence in Financial Reporting for the past 34 consecutive years.

WRITE IN CANDIDATE:

PLACE 13

- Byron Black** (Incumbent). Board Chair, Central Appraisal District of Johnson County (Region 8) and member of the Area Metro Ambulance Authority Board. He served as Mayor of Burleson from 1998-2004, previously serving as mayor pro tem and as a Councilmember. He was a member of the Burleson Independent School District Board for 12 years, 9 as President, and served as president of TASB. Mr. Black has served as a Board member of the TML Intergovernmental Risk Pool since 2000, and presently serves as Vice-Chair.

- Gary L. Kent**. Councilmember for the City of Copperas Cove (Region 9). Mr. Kent has been a resident of Copperas Cove for over fourteen years. He and his wife have three children and two grandchildren. He served 24 years with the U.S. Army, including three combat tours, and retired as a 1st sergeant. He currently serves as police chief for the City of Nolanville and has more than 17 years of law enforcement experience. He is an active member of many community groups, including VFW Post #8577.

- Keith Olson**. Councilmember, City of Huntsville (Region 14) since 2010, and serves as Chair of the City's Finance Committee. Mr. Olson was born in Houston in 1973, and grew up in Huffman, Texas. He graduated from the University of Houston's Police Academy in 1994. Councilmember Olson sits on various local and regional boards pertaining to private finance. He is currently the owner and operator of Olson's Fine Jewelry, with interests in diamonds and specialty watches.

WRITE IN CANDIDATE:

PLACE 14



Cynthia Kirk. Risk Manager for the City of Bryan (Region 10) since 1984. Ms. Kirk directs the City's workers' compensation, property and casualty coverage, claims administration, and safety/loss control functions. She is past president and currently serves on the Board of Directors of the Texas Chapter of the Public Risk Management Association and of the State and Local Government Benefits Association. She has served on the Board of Directors for the Surplus Lines Stamping Office of Texas and on various committees for the National Public Risk Management Association.



Pat Norriss (Incumbent). Nortex Regional Planning Commission (Region 5). Ms. Norriss served on the Burkburnett City Council for 22 years, including 16 years as mayor. She serves as a board member of the National Association of Regional Councils and has served as president of the Texas Association of Regional Councils of Government. She is also a Board member of Wichita Wilbarger 911 District and Nortex 911 Communication District. Ms. Norriss has served as a Board member of the TML Intergovernmental Risk Pool since 1995, and served as chair of the Board from 2004 - 2006.



Michael S. Nyren. Risk Manager for Capital Metropolitan Transportation Authority in Austin (Region 10) for 17 years. He has earned the designation of Associate in Risk Management and Associate in Risk Management for Public Entities and he serves on the Board of the Risk and Insurance Management Society, Central Texas Chapter. Mr. Nyren has a degree in Government and recently completed the Certified Public Manager Program at Texas State. He also has 30 years of experience in insurance, wellness, safety, security, and risk management.

WRITE IN CANDIDATE:

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness by hand, this _____ day of _____, 2012.

Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed name of Political Entity



AGENDA ITEM 15

DATE OF MEETING: September 6, 2012	DATE SUBMITTED: August 23, 2012	
DEPT. OF ORIGIN: Public Utilities	SUBMITTED BY: Lowell Ogle	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input 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 checked="" type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Texas Government Code Section 551.086 – Utility Competitive Matters – Discussion Regarding Lower Colorado River Authority’s (LCRA’s) Wholesale Power Agreement with Short-term Customers		
SUMMARY STATEMENT: N/A		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: N/A		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Discussion only		
APPROVALS: Lowell Ogle Jr.		