



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY SEPTEMBER 18, 2014 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 – Mayor Pro Tem Nix**
- 3. Awards**
 - GFOA Certificate of Achievement for Excellence in Financial Reporting
 - *Sixth Consecutive Year*
- 4. Citizens Comments**

CONSENT AGENDA

- 5. Statutory Consent Agenda**

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

 - 5-a. Minutes from the August 7, 2014 Regular City Council Meeting Page 1-18**
 - 5-b. Ordinance No. O-14-029 on Its Second Reading Amending the Official Zoning Map of the City of Brenham, to Change the Zoning from an Industrial (I) District to a Manufactured Home Residential (R-3) District on Property Located at 20785 FM 389, and Specifically Being a 10.74 Acre Tract Described as a Portion of Tract 196 of the Phillip Coe Addition in the City of Brenham, Washington County, Texas Page 19-20**
 - 5-c. Ordinance No. O-14-030 on Its Second Reading Amending the Rate Tariff Schedule(s) for the City of Brenham’s Large and Small Industrial Electric Rate Classes Page 21-25**

- 5-d. **Ordinance No. O-14-031 on Its Second Reading Amending the Rate Tariff Schedule(s) for the City of Brenham's Natural Gas Rates** **Page 26-45**
- 5-e. **Ordinance No. O-14-032 on Its Second Reading Amending the Rate Tariff Schedule(s) for the City of Brenham's Sanitary Sewer Rates** **Page 46-74**
- 5-f. **Ordinance No. O-14-033 on Its Second Reading Amending the Rate Tariff Schedule(s) for the City of Brenham's Utility Rules and Regulations** **Page 75-88**

WORK SESSION

- 6. **Presentation and Update Regarding Article III, Section 14, Salaries, of the City of Brenham's Charter** **Page 89-95**
- 7. **Presentation and Update Regarding Articles VI and VII of the City of Brenham's Charter** **Page 96**

REGULAR AGENDA

- 8. **Discuss and Possibly Act Upon Ordinance No. O-14-034 on Its Second Reading Adopting the Budget for Fiscal Year Beginning October 1, 2014 and Ending September 30, 2015 and Take Record Vote** **Page 97-100**
- 9. **Discuss and Possibly Act Upon Ordinance No. O-14-035 on Its Second Reading Levying Taxes for the Tax Year 2014 for the City of Brenham at \$0.4912 per \$100 Valuation** **Page 101-102**
- 10. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 5, Animal and Fowl, of the Code of Ordinances of the City of Brenham, Texas Designating a Caretaker of Impounded Animals** **Page 103-107**
- 11. **Discuss and Possibly Act Upon Two (2) Lease Agreements and Award Agreements for Updated Mailing Equipment and Certification Software for the Utility Billing Department and Authorize the Mayor to Execute Any Necessary Documentation** **Page 108-114**
- 12. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 6, Buildings and Structures, of the Code of Ordinances of the City of Brenham, Texas** **Page 115-146**
- 13. **Discuss and Possibly Act Upon the Approval of the Routine Airport Maintenance Program (RAMP) Grant Agreement No. M1517BRENM with TxDOT for FY2015 and Authorize the Mayor to Execute Any Necessary Documentation** **Page 147-159**

14. **Discuss and Possibly Act Upon the Approval of an Amended Ground Space Lease Agreement with John Richardson dba JR Leasing for Hangar Space at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation**
Page 160-169
15. **Discuss and Possibly Act Upon the Renewal of City of Brenham Group Health Plan with TML Multistate Intergovernmental Employee Benefits Pool and Establishment of Funding Rates for Calendar Year 2015 and Authorize the Mayor to Execute Any Necessary Documentation**
Page 170-178
16. **Discuss and Possibly Act Upon Resolution No. R-14-019 Authorizing the Execution of an Agreement with TxDOT for the Temporary Closure of State Right of Way in Connection with the 2014 Christmas Stroll to be Held on Friday, December 5, 2014**
Page 179-190

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.

17. **Administrative/Elected Officials Report**

Adjourn

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

CERTIFICATION

I certify that a copy of the September 18, 2014 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan, Brenham, Texas on September 15, 2014 at **10:50 AM**.

Amanda Klehm

Deputy 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 _____, 2014 at _____ AM PM.

Signature

Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on August 7, 2014 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 Andrew Ebel
Councilmember Danny Goss
Councilmember Keith Herring
Councilmember Mary E. Barnes-Tilley
Councilmember Weldon Williams, Jr.

Members absent:

None

Others present:

City Manager Terry K. Roberts, Assistant City Manager Kyle Dannhaus, City Attorney Cary Bovey, Deputy City Secretary Amanda Klehm, Chief Financial Officer Carolyn Miller, Stacy Hardy, Rhonda Kuehn, Cynthia Longhofer, Kaci Konieczny, Susan Nienstedt, Wende Ragonis, Fire Chief Ricky Boeker, Police Chief Rex Phelps, Barbara Martin, David Doelitsch, Development Services Director Julie Fulgham, Jennifer Eckermann, Kim Hodde, Public Works Director Dane Rau, Bobby Branham, Casey Redman, Public Utilities Director Lowell Ogle, Kevin Schmidt, Tony Tavary, Pam Ruemke, Andria Heiges, Kevin Boggus, and Grant Lischka

Citizens present:

Stephen Stuckert, Sally Clinton, Katie Carr, Gregg Appel, Connie Jarnagin, Tanner Jongin, Anthony Smith, Willy Dilworth, Clarence Gerke, Heather Ruemke

Media Present:

Arthur Hahn, Brenham Banner Press; Ed Pothul, KWHI

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – City Manager Terry Roberts**

- 3. **3-a. Service Recognitions**
 - **Barbara Martin – Public Utilities – 5 years**
 - **Kevin Schmidt – Information Technology – 5 years**

- 3-b. Awards**
 - **GFOA Distinguished Budget Presentation Award**

Chief Financial Officer Carolyn Miller presented the award in Council and stated this is the Finance Department’s Fifth Consecutive Year to receive the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA) for the City’s annual financial report for the period ending September 30, 2013.

4. Citizens Comments

There were no citizen comments.

CONSENT AGENDA

5. Statutory Consent Agenda

5-a. Minutes from the July 15, 2014 Special City Council Meeting and July 17, 2014 Regular City Council Meeting

A motion was made by Mayor Pro Tem Nix and seconded by Councilmember Herring to approve the Statutory Consent Agenda Item 5-a. July 15, 2014 Special City Council Meeting and July 17, 2014 Regular City Council Meeting.

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 Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

WORK SESSION

6. Discussion and Update on FY2014-15 Budget Workshop

Chief Financial Officer Carolyn Miller presented this item. Miller stated compared to the 2013 amount, the 2014 certified property valuations were higher by 2.21%.

Miller explained that the City's tax rate will be lower by \$0.0720 due to the impact of the October 1, 2014 implementation of the Comprehensive Exchange of Services Interlocal Agreement and the transfer of emergency communications function to the County. Miller advised the proposed FY14-15 tax rate is decreasing from \$0.5632 per \$100 valuation to \$0.4912 per \$100 valuation (\$0.0720 or 12.78% reduction). Miller explained if Council approves the proposed tax rate of \$0.4912, the City would be under the rollback rate of \$0.4921.

Miller advised that Council decided to add the following items, which will impact the FY14-15 budget:

- Vehicle for Deputy Fire Marshal in the amount of \$36,100
- Allocate General Fund reserves of \$225,000 for Street Reconstruction (\$900,000 over four years)
- Lease purchase of Asphalt Zipper for \$39,500 per year over five years
- Include mid-year 2% COLA in department budgets with approval subject to General Government revenues and expenditures trends (General Fund \$57,801; Utility Funds \$28,154).

7. Discussion and Presentation Regarding the Potential Sale of Several Parcels of Land Located Along Wilkins and Jefferson Streets

City Engineer Grant Lischka presented this item. Lischka stated the City has recently installed underground storm sewer in a drainage way that parallels Burleson Street between Jefferson Street and MLK Jr. Parkway. Lischka explained along portions of this drainage way, the City owns several parcels. Lischka explained now that the drainage way has been covered, staff believes that these parcels are no longer necessary for the City to own. Lischka stated a sanitary sewer line is installed within an easement that parallels the drainage way. Lischka asked that if additional easements are required, they will be obtained before the sale of the property.

Councilmember Herring questioned if the ditch was in the flood plan. Lischka stated no and he is unsure of why the Street Department used to maintain the ditch. Councilmember Herring questioned if the lot could be subdivided into a larger lot. Lischka stated yes into 2 lots, so there would be 3 total lots to sell. Councilmember Williams questioned about the small lot at Wilkins and Jefferson. Councilmember Williams stated the City took it over for taxes, but it's overgrown and the City needs to sell it. Lischka stated that he will look into it. Code Enforcement Officer David Doelitsch stated that the Street Department recently went out and cleaned up that lot. Public Works Director Dane Rau explained that the City does not own that lot, but has a lien on it.

Lischka questioned if it was okay to get a survey done to size up the lots. Mayor Tate stated yes.

8. Discussion and Presentation Regarding the Potential Sale of Several Parcels of Land Located Along Old Mill Creek Road and the Possible Future Extension of the U.S. Highway 290 Frontage Road from Old Mill Creek Road to W. Main Street

City Engineer Grant Lischka presented this item. Lischka stated that as discussed with Council in April, Staff has hired a surveyor to layout developable lots within the old railroad right-of-way along Old Mill Creek. Lischka advised that Staff was provided with a preliminary layout and would like to discuss with Council. Lischka stated as shown on the layout, the Dixie Street right-of-way is currently extending to Old Mill Creek Road. Lischka explained while Staff believes that a straight connection between Old Mill Creek Road and W. Main Street is necessary, we would like to find alternatives other than Dixie Street. Lischka stated one alternative is to extend the frontage road on the east side of U.S. Highway 290 from Old Mill Creek Road to W. Main Street. Lischka explained Staff believes this is better than extending Dixie Street. Lischka advised the right-of-way would need to be acquired and Staff is currently coordinating meetings with property owners. Lischka stated the existing off ramp and its tie-in to W. Main Street would also require reconfiguration.

Councilmember Barnes-Tilley questioned if there is that much of a traffic problem that can't use Saegar Street. Lischka explained yes it is an alternative. Lischka stated it would cut ones mile off drive time, if the City were to extend. Lischka advised that if the City ever transitioned to one way frontage then that would eliminate the entrance to 290 on that frontage road.

Councilmember Herring questioned if the City could make a cul-de-sac on Dixie and maintain the right of way. Lischka advised that this is an option. City Attorney Cary Bovey stated that the City could maintain the right of way and abandon later if Staff determined that they don't need it at a later date.

Councilmember Barnes-Tilley questioned if we are facing traffic issues at this point. Lischka stated no, but if Old Mill Creek frontage road changes to one way, then there will be issues. However, Lischka stated that this is not a high volume traffic road at this point. Councilmember Barnes-Tilley stated if we open up Dixie then could cause traffic problems for those residents.

Mayor Tate questioned if the property that is needed to purchase within the white lines on the map. Lischka stated we may possibly need property on the back of those lots, but Staff has not spoken to residents yet. Lischka explained the big issue is how to tie into and go to W. Main.

Councilmember Barnes-Tilley questioned if TxDOT has any interest in funding this project. Lischka stated not at this time. Councilmember Barnes-Tilley stated that she does not want to do anything to Dixie because it would be a problem for those residents. Mayor Tate stated to keep the right of way for now in case need later. Councilmember Goss stated that the would never approve upgrading a state right of way unless the City was going to be reimbursed because it doesn't really benefit the residents, but rather those traveling through.

REGULAR AGENDA

9. Discuss and Possibly Act Upon an Amendment to the Development Agreement Related to the Donation of Land for Future Park Purposes and Authorize the Mayor to Execute Any Necessary Documentation

City Engineer Grant Lischka presented this item. Lischka stated the development agreement related to the donation of land for future park purposes currently states that the developer will construct Chappell Hill Street south of U.S. Highway 290. Lischka explained being that Chappell Hill Street is part of the City's thoroughfare plan, the City agreed to participate 25 percent of the cost of the street. Lischka advised the 25 percent is the cost for oversizing from a 31-foot local street to a 39-foot collector street. Lischka explained the engineer for this portion of Chappell Hill Street is the same engineer the City hired to prepare plans for the Chappell Hill Street Extension. Lischka stated in an effort to benefit from the economy of scale, Staff believes that bidding both projects together will possibly result in a lower total cost for the projects than if they were bid separately. Lischka stated the simplest way to bid the projects together is for the City to bid out the projects and be reimbursed by the developer. Lischka explained this scenario requires an amendment to the development agreement. Lischka stated instead of the developer constructing the road and being reimbursed 25 percent by the City, the City would now construct the road and be reimbursed 75 percent by the developer. Lischka explained the projects have been issued to contractors and are bids will be opened later this month.

City Attorney Bovey stated the City pays 25% and the Developer pays 75%, but City handles all payments with the Developer paying the City ahead of time in a fund and not reimbursement.

Councilmember Barnes-Tilley stated this is not a priority at this time because we have parks now. Councilmember Barnes-Tilley explained that she is not against parks, but want to make sure that we aren't putting any money into this project. Lischka stated the funds are coming from BCDC. Lischka explained the waterline and roads will handle in house and BCDC will reimburse the City from the work. Lischka advised that they are bidding out at the same time and will hopefully get a better price yet handle the projects separately.

A motion was made by Councilmember Herring and seconded by Councilmember Ebel to approve an amendment to the Development Agreement related to the donation of land for future park purposes 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 Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

10. Discuss and Possibly Act Upon an Ordinance on Its First Reading Adopting a Revised City of Brenham Drought Contingency Plan and Water Conservation Plan for 2014

Public Utilities Director Lowell Ogle presented this item. Ogle stated this ordinance pertains to the City of Brenham Drought Contingency and Water Conservation Plan. Ogle advised this plan is mandated by the Texas Commission on Environmental Quality (TCEQ) and is required to be revised and adopted every 5 years. Ogle explained the Drought Contingency and Water Conservation Plan includes quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use, in gallons per capita per day. Ogle advised the plan also includes current rate schedules, statistics for domestic water usage and updated contracts from the Brazos River Authority and the Brenham State Supported Living Center. Ogle stated this plan establishes criteria for the initiation and termination of drought response stages, establishing restrictions on certain water uses, establishes penalties for the violation of and provisions for enforcement of these restrictions, establishes procedures for granting variances and provides severability and an effective date.

Ogle stated the changes in this plan compared to the 2011 Drought Contingency are as follows:

- Revised specific, quantified targets for water use reductions to be achieved during periods of water shortage and drought. The revised targets begin on Page 4 listed as “C” under each Stage and are highlighted in yellow.

Councilmember Goss questioned if the City had to initiate any stages of this plan and had a major fire where we would utilize a lot of water, would the City be penalized. Ogle stated no, we would just go to the next stage and take the steps outlined in that stage within the plan. Ogle explained that there are no penalties. Ogle stated the plan is based on 3 consecutive days. Ogle advised that goal of the plan is to have water for our consumers.

A motion was made by Mayor Pro Tem Nix and seconded by Councilmember Williams to approve an Ordinance on its first reading adopting a revised City of Brenham Drought Contingency Plan and Water Conservation Plan for 2014 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 Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

11. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 23, Subdivisions, Section 23-36, Filing Fees, of the Code of Ordinances of the City of Brenham, Texas

Development Services Director Julie Fulgham presented this item. Fulgham stated currently, Section 23-26 requires filing fees for subdivisions to be adopted by ordinance. Fulgham explained this proposed ordinance changes this section to require filing fees for subdivision to be adopted by resolution, which is consistent with most ordinances of the City of Brenham and the preferred method for adopting fees.

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Herring to approve an Ordinance on its first reading amending Chapter 23, Subdivisions, Section 23-36, Filing Fees, of the Code of Ordinances of the City of Brenham, Texas.

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 Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

12. Discuss and Possibly Act Upon a Professional Services Contract Between the City of Brenham and Bureau Veritas Group for Inspection and Permitting Services for the Development Services Department and Authorize the Mayor to Execute Any Necessary Documentation

Development Services Director Julie Fulgham presented this item. Fulgham stated the City has contracted with Texas First and Bureau Veritas to perform Building and Inspection duties as a result of a month-long absence of the Building Official. Fulgham explained this contract replaces a back-up inspection contract to allow a long term relationship with Bureau Veritas. Fulgham advised that Bureau Veritas services will be utilized on a request only basis as defined in the contract, which will allow the City to only utilize services as needed.

Fulgham stated in addition to contract with Bureau Veritas, the City has a short term contract with Texas First, an executive search firm catering to municipalities. Fulgham explained that John Brown, Interim Building Official started on Monday to perform various Building Official duties on a contract basis between August 4, 2014 and September 1, 2014.

City Attorney Bovey stated that they have been through several changes in the agreement to be agreeable by both parties. Bovey explained that he is waiting on the final draft.

Councilmember Barnes-Tilley questioned if this was coming out of the City Manager's contingency funds. Fulgham explained yes it was.

Councilmember Goss stated that this is kind of a wakeup call and that Council may want to revisit bringing back a 2nd inspector. Councilmember Goss explained that the City has been lucky to have Allen with his lack of health issues and being efficient, but now we are reaping issues with him being out. Councilmember Goss suggested the Council review the need for a 2nd inspector. Fulgham explained the numbers until this summer have not justified the need for a 2nd inspector, but this is a good backup alternative and more cost effective. Fulgham explained that summer is the highest volume. Mayor Tate stated that we need to gauge the usage and time to see if we need another inspector. Fulgham explained that yes, we will be able to gauge this. Mayor Tate questioned if the inspector would be full time while Allen is out. Fulgham stated yes, just while he is out.

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Ebel to approve a Professional Services Contract between the City of Brenham and Bureau Veritas Group for inspection and permitting services for the Development Services Department, once approved by the City Attorney, and authorize the Mayor to execute any necessary documentation once approved by the City Attorney.

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 Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

13. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 12, Health and Sanitation, Article II, Cleanliness of Premises, of the Code of Ordinances of the City of Brenham, Texas

Court Administrator Rhonda Kuehn presented this item. Kuehn stated Municipal Court is requesting some minor changes to Article II in Chapter 12, Cleanliness of Premises, of the Code of Ordinances. Kuehn advised these changes will reflect current practices being conducted by City Staff when dealing with unclean premises and the abatement of nuisances on those premises. Kuehn advised the current Ordinance states that upon receiving notice to abate a nuisance, the property owner has the right to request an administrative hearing before the city manager or his designee by filing a written request for a hearing with the city secretary. Kuehn explained the requested changes would remove “city manager or his designee” and replace with “municipal court judge” as well as remove “city secretary” and replace with “municipal court clerk”.

Kuehn explained upon further review of Chapter 12, the City Secretary’s office wanted to make some changes to Section 12-11 to more properly reflect lien procedures currently being followed and to bring the section into compliance with State law.

Councilmember Barnes-Tilley questioned if these have been current practices and we are just updating the Ordinance to reflect current practices. Kuehn stated yes, that is correct.

A motion was made by Councilmember Herring and seconded by Mayor Pro Tem Nix to approve an Ordinance on its first reading amending Chapter 12, Health and Sanitation, Article II, Cleanliness of Premises, of the Code of Ordinances of the City of Brenham, Texas

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 Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

14. Discuss and Possibly Act Upon the Acceptance of the Edge Reimbursement Implementation Grant from the Texas State Library and Archives Commission in the Amount of \$5,000 for New Computer Equipment for the Nancy Carol Roberts Memorial Library and Authorize the Mayor to Execute Any Necessary Documentation

Administrative Services Manager Wende Ragonis presented this item. Ragonis stated the Edge Initiative was developed by a national coalition of leading library and local government organizations and is funded by the Bill and Melinda Gates Foundation.

Ragonis explained it was created with the vision that all people should have opportunities to enrich and improve their lives through open access to information, communication, and technology services provided by public libraries.

Ragonis explained the Nancy Carol Roberts Memorial Library was invited to participate in the Edge Program Technology Assessment. Ragonis advised once compiled, the assessment report is designed to help public libraries set a path for continuous improvement. Ragonis explained the Edge Initiative, working through the Texas State Library and Archives Commission, offers grants to public libraries for new technologies which can make a difference in the community.

Ragonis stated the Nancy Carol Roberts Memorial Library was awarded a **\$5,000** Edge reimbursement grant to purchase new technologies. Ragonis advised Library and IT Staff collaborated to research technologies which would be of greatest benefit to NCRML patrons while being compliant with the City's IT standards. Ragonis explained that Staff determined that the following devices would best align with current technology service offerings and allow for expansion of services provided:

- 1) ***One laptop at an estimated cost of \$1,800.*** The laptop would have integrated camera and audio capabilities for video conferencing. Staff will use this laptop for collecting electronic inventory data and as a presentation tool. The Library does not currently have a laptop in its inventory.
- 2) ***Five e-readers at an estimated cost of \$150 for a total cost of \$750.*** These devices are similar to the "Play-a-Ways" that are currently in circulation. The e-readers will have Ebooks downloaded onto the device by genre. According to a survey published by the Library Journal Ebooks are now offered in 9 out of 10 public libraries and Ebook demand will continue to increase, especially with younger patrons.
- 3) ***Seven Chromebooks at an estimated cost of \$325 for a total cost of \$2,275.*** The initial Chromebook deployment is for patron use in the library facility with a City of Brenham WiFi connection. Local area students will benefit from the use of Chromebooks as these are the standard technology tool in area classrooms. Students can access email and other school related assignments with these devices. As staff and patron's learn this new technology offering, changes may be implemented in the circulation of Chromebooks.

Ragonis advised the total amount staff anticipates spending is \$4,825. Ragonis explained the per device cost includes protective cases or covers for the devices.

Mayor Tate questioned if there were no strings attached. Ragonis stated that it is a reimbursement grant, so the City purchases the items and they reimburse the City. Councilmember Barnes-Tilley questioned if we could get another e-Reader with the funds since the bottom line has money left over. Library Supervisor Andria Heiges stated the leftover additional funds are for accessories and chargers, but if funds are available, we will get another one.

A motion was made by Councilmember Williams and seconded by Councilmember Herring to approve the acceptance of the Edge Reimbursement Implementation Grant from the Texas State Library and Archives Commission in the amount of \$5,000 for new computer equipment for the Nancy Carol Roberts Memorial Library 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 Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

15. Discuss and Possibly Act Upon the Approval of the FY2014-15 Preliminary Budget for the Washington County Appraisal District

Chief Financial Officer Carolyn Miller presented this item. Miller stated the City has received a copy of the Washington County Appraisal District (WCAD) FY2014-2015 Proposed Budget. Miller explained the WCAD proposed budget shows an increase of \$55,460 over the prior year's budget mainly due to the addition of a Compliance Officer position and 2% salary increases for Staff. Miller advised the impact for the City of Brenham is an increase of \$9,274 for FY14-15 which was included in the General Fund proposed budget already reviewed with Council.

Mayor Pro Tem Nix stated that she has concerns a little bit because we didn't give our Staff 2% increase on our end and was deferred until mid-year and wondering if we can increase. Mayor Tate questioned when the last raise was. Chief Appraiser Willy Dilworth thinks last year there was a raise.

A motion was made by Councilmember Herring and seconded by Councilmember Ebel to approve the FY2014-15 preliminary budget for the Washington County Appraisal District.

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 Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

16. Discuss and Possibly Act Upon an Ordinance on Its First Reading Repealing Chapter 25, Article III, Division 2, Section 25-57, Reserved Parking, of the Code of Ordinances of the City of Brenham, Texas

Main Street Manager Jennifer Eckermann presented this item. Eckermann stated Main Street has discussed reserved parking spaces downtown at numerous committee and board meetings. Eckermann advised that at the July meeting, the Board voted to recommend to City Council that Reserved Parking in the downtown area be repealed.

Mayor Pro Tem Nix questioned if this included handicap spots. Eckermann stated no, it does not include handicap spots. Councilmember Herring questioned about Courthouse parking. Mayor Tate stated that Courthouse parking was done many years ago by Council. Councilmember Herring stated that he can see the County Jail van having a reserved parking spot, but no other reserved parking spots at the Courthouse. Fulgham stated that she does not think that Courthouse parking spots are included in this Ordinance. Fulgham explained that this is for individual requests for reserved parking. Mayor Tate questioned about the ones that are already there. Eckermann stated their spots would remain until it expires next summer, but they have been made aware that this is coming. Councilmember Herring questioned if Hospice Boutique was made aware of today. Eckermann stated that no, but she will let her know for 2nd reading. Councilmember Barnes-Tilley questioned if Hospice Boutique was for ½ day. Eckermann stated yes, 1-5pm, but they have 3-5 spots at the back of the building for them solely.

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Ebel to approve an Ordinance on its first reading repealing Chapter 25, Article III, Division 2, Section 25-57, Reserved Parking, of the Code of Ordinances of the City of Brenham, Texas.

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 Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

17. Discuss and Possibly Act Upon RFQ No. 14-009 for a Refurbished Horizontal Cardboard Baler for the City of Brenham’s Recycling Center and Authorize the Mayor to Execute Any Necessary Documentation

Public Works Director Dane Rau presented this item. Rau stated the City of Brenham Recycling Center relies heavily on one component to keep the center operating and bringing revenue into the department. Rau explained this component is the horizontal cardboard baler. Rau stated Staff has recently been experiencing major issues with the 1996 Cram-A-Lot baler and have had it worked on several times this year to keep it operating and producing cardboard.

Rau explained this baler was bought from Howell's Recycling when the City of Brenham assumed the recycling duties in early 2000. Rau advised this machine works 6 days a week and bales cardboard constantly as product is brought in by the citizens and from our internal cardboard collection routes. Rau stated when this machine is down it causes a severe mountain of cardboard very quickly.

Rau explained in February Staff experienced this baler malfunction and had to replace the tail guides which keep the baler in-line as it compacts cardboard. Rau explained Staff felt pretty good about this repair but after a few months we experienced the same thing happen. Rau stated due to the age and wear of the internal parts of the baler no company can guarantee us that this machine will last for any period of time. Rau explained that in a statement by one of the repair companies they said "We feel that due to the age and wear on this baler it is beyond repair economically, the press and the floor as well as the shear bars are all worn to the extreme. Rau advised all of the guide channels are worn very thin and we feel that it will be almost impossible to keep guides on this machine." Rau stated within the last few years the City has spent around \$9,000 in repair costs but all the internal parts are worn so thin that without total refurbishing we no longer have any good options. Rau explained this baler is a XH-72 Cram-A-Lot baler that produces on average a 1 ton bale. Rau stated Staff is able to get premium prices on cardboard due to the size and weight of these bales.

Rau stated Staff was hoping that this baler could last a few more years and even had it on the 5 year plan to replace in 2017. Rau explained it doesn't appear that the City can wait that long. Rau advised Staff has it as a decision package for 2015 at \$115,000 for a new baler but Staff feels that the City can save around \$55,000+ by buying a used baler and will produce a larger bale. Rau advised Staff has looked at several options which include either buying a new baler or buying a refurbished baler. Rau explained that a new baler would cost approx. \$115,000 off of the BuyBoard but would not allow Staff to get the same size bale nor weights as the City does with the current baler. Rau stated Staff has looked at refurbished balers and recently requested proposals for a similar baler as the City currently operate. Rau explained Staff has received three request for proposals for an identical baler which is a 2003 HX-72 Cram-A-Lot for approximately \$56,850.00

Rau explained that Staff would like to replace our 1996 Cram-A-Lot HX-72 baler with a 2003 completely refurbished Cram-A-Lot HX-72 baler from Rise Equipment LLC. Rau advised that Staff feels that replacing with alike baler will be beneficial to the City's center and the City's vendors and also save the City money. Rau explained this baler will be delivered to the City's facility from the Carolinas and will have a 90 day warranty on major parts.

Rau explained that Staff understands that with refurbished equipment the City is taking a risk, but it would be significantly lower than a new baler. Rau advised the new balers that Staff could purchase at \$115,000 will not make a comparable size bale as the HX-72.

Rau advised that if approved, Staff will buy this baler out of Sanitation reserves which is currently \$666,000 with a 45 working day reserve. Rau stated the old baler Staff would either put on Govdeals.com or sell to a refurbishing company. Rau explained several estimates range from \$6,000-\$15,000 for the old baler. Rau stated that Staff recommends awarding the RFQ to Rise Equipment LLC. in the amount of \$56,850.00 which includes equipment, delivery and installation on-site.

Councilmember Herring questioned how long it would take to switch to the new machine. Sanitation Superintendent Bobby Branham stated that it could be done in a day to day and a half with removal and installation.

Councilmember Williams questioned how much space would we lose if buy new. Rau explained that we would actually gain space. Councilmember Williams questioned if we bought new, we would gain space. Rau advised yes, but would get smaller bale and less money on our return.

Councilmember Herring questioned if 90 day warranty is lost, why not let them install. Rau stated we don't lose it, we just save money by unloading it ourselves.

Councilmember Goss questioned if he has inspected the machine. Rau stated no because it is in the Carolinas, but he has spoken with people and have received photos who operated the machine. Rau explained that he is comfortable with what he has seen and heard. Rau explained that the paper mill was going out of business and needed to sell the machine.

Mayor Pro Tem Nix questioned if the price included shipping and installation. Rau stated yes.

Councilmember Goss questioned why the size of the bale changes the money return. Branham stated the trucking is the difference. Branham stated the current bale size that City produces can get more on a truckload than the smaller bales. Branham advised currently the bales the City produces are between 2000-2500 pounds. Branham explained the smaller bales have to be broken down and rebaled into larger bales so we get more money because we have taken out the middle man and gone to the mill directly. Councilmember Barnes-Tilley questioned if next year's budget changed. Rau stated no, just buying the equipment earlier out of reserves.

A motion was made by Councilmember Herring and seconded by Councilmember Barnes-Tilley to approve RFQ No. 14-009 for a refurbished horizontal cardboard baler for the City of Brenham's Recycling Center from Sanitation Reserves in the amount of \$56,850.00 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 Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

18. Discuss and Possibly Act Upon a Contract Between the City of Brenham and Vaisala, Inc. Related to the Support and Maintenance of the Automated Weather Observation System (AWOS) Located at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation

Planning Technician Kim Hodde presented this item. Hodde stated that in the past, TxDOT has contracted with Vaisala for the AWOS maintenance and support services then billed the individual airports accordingly. Hodde explained that TxDOT is no longer doing this so all airports have to contract directly with the vendor. Hodde advised that Vaisala installed the City's AWOS and has serviced it since it was installed. Hodde stated that Vaisala's Preventative and Restorative maintenance cost is \$5,500 annually and the data service is \$780.00 annually for a total annual cost of \$6,280.00. Hodde explained that if the City signs a three-year contract, Vaisala is offering a 5% discount thus making the total \$5,966.00 per year. Hodde explained both of these services are eligible for 50% reimbursement under the City's RAMP Grant with TxDOT. Hodde advised that as an AWOS owner, the City is obligated to operate and maintain the system according to FAA AC No. 150/5220-16D. Hodde stated that Vaisala has been very quick to respond to any issues that Staff has had in the past; therefore, Staff requests approval of this three (3) year agreement.

Councilmember Goss questioned if this is the big one at the airport. Hodde stated no, that's the radar tower. Hodde explained that pilots can call in and get current weather conditions using this system.

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Ebel to approve a contract between the City of Brenham and Vaisala, Inc. related to the support and maintenance of the Automated Weather Observation System (AWOS) located at the Brenham Municipal Airport for a three year term beginning September 1, 2014 at an annual cost of \$5,966.00 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 Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

19. Discuss and Possibly Act Upon the Extension of a Contract Between the City of Brenham and Ron Stegemoller dba RS Aircraft Services for Mechanic Services at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation

Planning Technician Kim Hodde presented this item. Hodde stated the City of Brenham approved an agreement with Ron Stegemoller dba RS Aircraft Service for mechanic services at the Brenham Municipal Airport on the 16th day of September, 2004. Hodde explained that Article II of this agreement allows for a five (5) year renewal option if Lessee gives written notice of such desire to Lessor not less than sixty (60) days before the end of the current term. Hodde explained this agreement was extended on August 5, 2010 for a five (5) year term to expire on September 16, 2014; however, the City and Mr. Stegemoller desire to extend the lease for another five (5) year term by mutual agreement. Hodde advised that the Airport Advisory Board and Staff feels that Mr. Stegemoller is an asset to the airport and would ask that this five (5) year extension commencing September 16, 2014 be approved.

A motion was made by Mayor Pro Tem Nix and seconded by Councilmember Herring to approve the extension of a contract between the City of Brenham and Ron Stegemoller dba RS Aircraft Service for mechanic services at the Brenham Municipal Airport a five (5) year term commencing September 16, 2014 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 Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

Short break was taken. Citizen expressed his interest in making a Citizen Comment.

4. Citizens Comments

Citizen Stephen Stuckert stated that he wanted to discuss the Saegar Street extension. Stuckert stated from 1840s until present, up to 5 generations have been buried in Prairie Lea Cemetery including veterans from all conflicts for residents of Brenham and Washington County. Stuckert expressed his opposition to bisecting the cemetery with a road. Stuckert advised that this may increase vandalism and litter increase by passing through of cars. Stuckert stated the City should use the \$2 million dollars in a better manner for the residents of Brenham than to create a bridge for the road going through the cemetery. Stuckert explained that just because the City can do it, doesn't mean that they should.

Council adjourned into Executive Session at 2:35pm.

EXECUTIVE SESSION

- 20. Section 551.071 - Texas Government Code – Consultation with the City Attorney – Consultation with City Attorney Regarding Legal Issues Concerning Platting of the Prairie Lea Cemetery and Possible Future Extension of Saeger Street**
- 21. Section 551.072 - Texas Government Code – Deliberation Regarding Real Property – Discussion Regarding Potential Purchase of Real Property for Redevelopment**

Executive Session adjourned at 3:53

RE-OPEN REGULAR SESSION

- 22. Discuss and Possibly Act Upon the Purchase of Real Property for Redevelopment and Authorize the Mayor to Execute Any Necessary Documentation**

A motion was made by Councilmember Herring and seconded by Councilmember Williams to approve the purchase of real property for redevelopment and approach surrounding property owners to purchase land and authorize the Mayor to execute any necessary documentation.

Councilmember Herring stated why spin our wheels and money to acquire property that can't be developed when we could see if others want the property.

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 Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

23. Administrative/Elected Officials Report

City Manager Terry Roberts reported on the following:

- Welcome back Councilmember Williams! We are glad to have him back.
- Refreshments will be served after the meeting for August birthdays – Councilmember Ebel and Councilmember Goss.
- September 9th at 6pm: TxDOT Public Hearing at Brenham Elementary School regarding the plan for the Clover Leaf.
- Fireman’s Fiesta is Saturday.

Public Works Director Dane Rau reported on the following:

- Mosquito Spraying has been taking place 3 times a week, but they are backing off now and will start spraying storm drains.

City Engineer Grant Lischka reported on the following:

- Pre-construction meeting this week and will start some activity next week.
- Brush clearing is currently taking place by the Street Department.
- Bid dates - will be formally out to bid on August 26th for Chappell Hill extension. The bid award for the project will come before Council at the 1st meeting in September.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC
City Secretary

ORDINANCE NO. O-14-029

AN ORDINANCE AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AMENDING THE OFFICIAL ZONING MAP FROM AN INDUSTRIAL DISTRICT (I) TO A MANUFACTURED HOME RESIDENTIAL DISTRICT (R-3) ON APPROXIMATELY 10.74 ACRES WITHIN TRACT 196 OF THE PHILLIP COE SURVEY LOCATED OFF OF FM 389, AS SHOWN ON EXHIBIT A, AND BEING LOCATED IN BRENHAM, WASHINGTON COUNTY, 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;

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

WHEREAS, this amendment was recommended for approval by the Brenham Planning and Zoning Commission during its regular meeting on August 4, 2014;

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 by changing an Industrial (I) District to Manufactured Home Residential (R-3) District on approximately 10.74 acres within Tract 196 of the Phillip Coe Surveyed and located on a tract bounded by FM 389 and Industrial Boulevard, as shown on exhibit A.

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 4th day of September, 2014.

PASSED and APPROVED on its second reading this the 18th day of September, 2014.

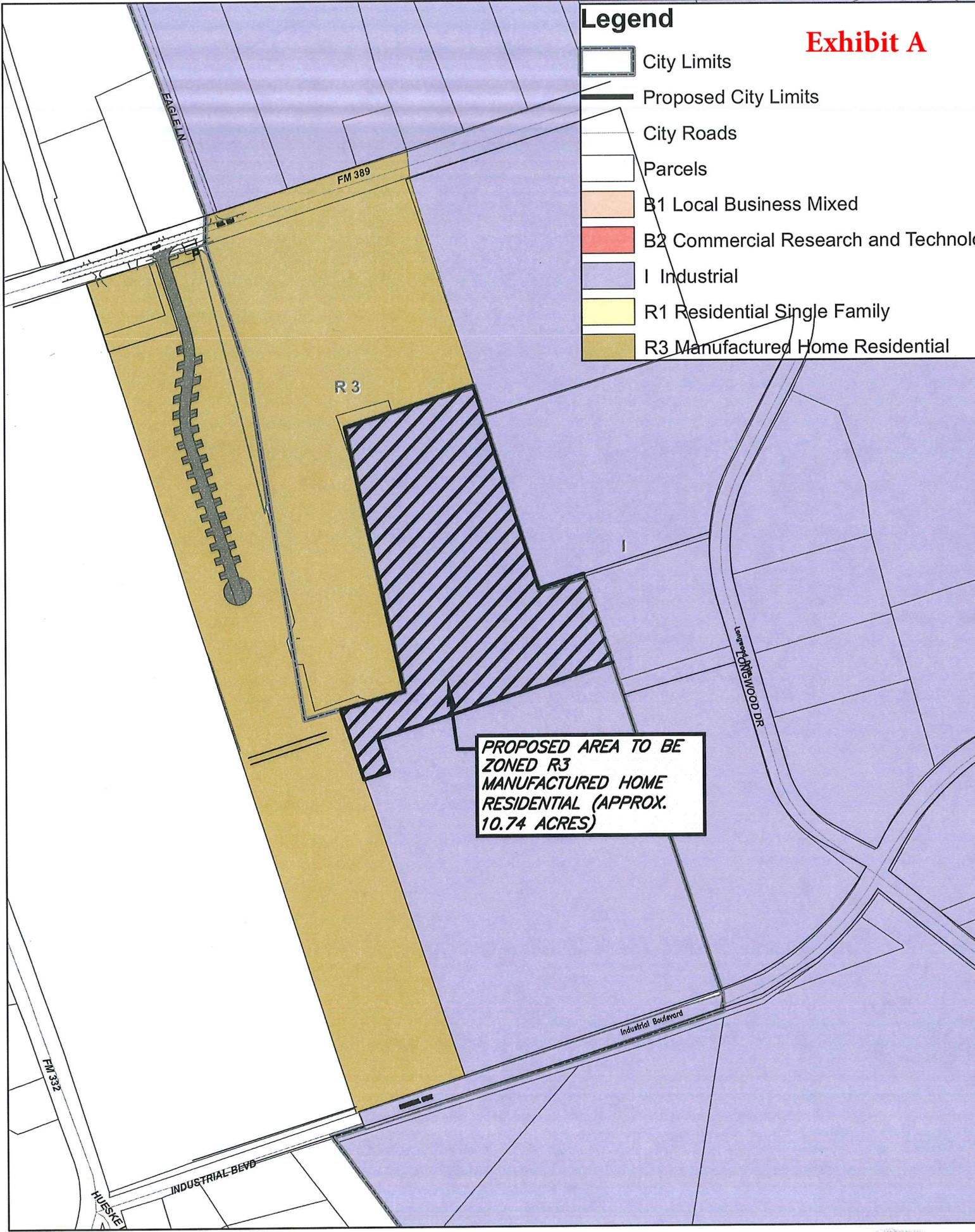
Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

Legend

-  City Limits
-  Proposed City Limits
-  City Roads
-  Parcels
-  B1 Local Business Mixed
-  B2 Commercial Research and Technolo
-  I Industrial
-  R1 Residential Single Family
-  R3 Manufactured Home Residential



*PROPOSED AREA TO BE
ZONED R3
MANUFACTURED HOME
RESIDENTIAL (APPROX.
10.74 ACRES)*

Section IV



ORDINANCE NO. O-14-030

AN ORDINANCE AMENDING THE ELECTRIC RATE TARIFF SCHEDULES OF SMALL AND LARGE INDUSTRIAL ELECTRIC SERVICE CUSTOMERS FOR THE CITY OF BRENHAM, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the City Council of the City of Brenham, Texas deems it necessary to change the Monthly Charges table in the tariffs for electric services to its small and large industrial service customers in order to provide enhanced transparency on electric rate components and better reflect actual practice.

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

SECTION I.

The City Council of the City of Brenham, Texas, does hereby adopt the Electric Rate Schedules for small industrial electric services as set forth in the attached Exhibit "A", Small Industrial Service Rate Schedule E-G which is made a part hereof for all purposes pertinent, to be effective with utility billing occurring on or after October 1, 2014.

SECTION II.

The City Council of the City of Brenham, Texas, does hereby adopt the Electric Rate Schedules for large industrial electric services as set forth in the attached Exhibit "B", Large Industrial Service Rate Schedule E-H which is made a part hereof for all purposes pertinent, to be effective with utility billing occurring on or after October 1, 2014.

SECTION III.

This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas. The implementation of rates as set forth herein and on the attached Exhibits "A" and "B", Small Industrial Service Rate Schedule E-G and Large Industrial Service Rate Schedule E-H and shall be effective with utility billing occurring on and after October 1, 2014.

PASSED AND APPROVED on its first reading this the 4th day of September, 2014.

PASSED AND APPROVED on its second reading this the 18th day of September, 2014.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, City Secretary

EXHIBIT "A"

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

ALL SERVICES	400	440
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE		OCTOBER 1, 2014
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/01/13)	

SMALL INDUSTRIAL SERVICE

RATE SCHEDULE E-G

APPLICABILITY

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

AVAILABILITY

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

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving three phase service	\$100.00
Distribution Wires Charge	Charge for distribution service	\$.01162 / KWh
Energy Charge	Charge for energy supply and transmission costs	\$.075 KWh
Power Cost Recovery Factor	Charge for adjustments in generation and transmission charges	Monthly

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

ALL SERVICES	400	441
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	OCTOBER 1, 2014	

SECTION TITLE	EFFECTIVE DATE
----------------------	-----------------------

(Supersedes Rate Change Effective 10/01/13)

MINIMUM MONTHLY CHARGES

The minimum monthly bill shall be the customer charge.

BILLING ADJUSTMENTS

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

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

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

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

SPECIAL CONDITIONS OF SERVICE

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

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

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

EXHIBIT "B"

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

ALL SERVICES

400

450

TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	OCTOBER 1, 2014	

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/13)

LARGE INDUSTRIAL SERVICE

RATE SCHEDULE E-H

APPLICABILITY

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

AVAILABILITY

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

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving three phase service	\$100.00
Distribution Wires Charge	Charge for distribution service	\$.00817 / KWh
Energy Charge	Charge for energy supply and transmission costs	\$.075 KWh
Power Cost Recovery Factor	Charge for adjustments in generation and transmission charges	Monthly

*

MINIMUM MONTHLY CHARGES

The minimum monthly bill shall be the customer charge.

BILLING ADJUSTMENTS

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

EXHIBIT "B"

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

Table with 3 columns: ALL SERVICES, SECTION NO., SHEET NO.
ELECTRIC RATE SCHEDULE, OCTOBER 1, 2014

(Supersedes Rate Change Effective 10/01/13)

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day.

CHARACTER OF SERVICE

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

Table with 2 columns: Voltage (120/208, 120/240, 240/480, 277/480, 7200/12470) and Description (volts, three phase)

SPECIAL CONDITIONS OF SERVICE

- 1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premise.
3. The customer shall control voltage fluctuations caused by his equipment at his expense.
4. A power factor penalty may be assessed if the necessary equipment for determining power factor is installed and if the power factor during the coincident peak KW demand period is less than 0.95.

The power factor penalty shall be calculated by increasing the measured coincident peak KW billing demand such that the corrected billing demand and measured KVAR yield a calculated power factor of 0.95.

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

ORDINANCE NO. O-14-031

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

WHEREAS, the City Council of the City of Brenham, Texas deems it necessary to change the Monthly Charges table for natural gas services to its customers in order to provide enhanced transparency on natural gas rate components and better reflect actual practice, a cleanup of tariff language, and to correct the rate for Large Commercial and Small Industrial-Rural customers.

WHEREAS, the City Council of the City of Brenham, Texas deems it necessary to correct the rate for Large Commercial and Small Industrial-Rural customers.

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

SECTION I.

The City Council of the City of Brenham, Texas, does hereby adopt the Natural Gas Rate Schedules for gas services as set forth in the attached Exhibit "A", which is made a part hereof for all purposes pertinent, to be effective with utility billing occurring on or after October 1, 2014.

SECTION II.

This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas. The implementation of rates as set forth herein and on the attached Exhibit "A" shall be effective with utility billing occurring on and after October 1, 2014.

PASSED AND APPROVED on its first reading this the 4th day of September, 2014.

PASSED AND APPROVED on its second reading this the 18th day of September, 2014.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, City Secretary

EXHIBIT "A"

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

ALL SERVICES	500	510
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES		
SECTION TITLE	EFFECTIVE DATE	
	OCTOBER 1, 2014	
	(Supersedes Rate Change Effective 10/01/2013)	
RESIDENTIAL SERVICE - URBAN		

RATE SCHEDULE G - AAPPLICABILITY

This rate is applicable to all residential customers whose maximum gas requirements are equal or less than 350 cubic feet per hour receiving natural gas service from the Municipal Gas System

AVAILABILITY

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

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$10.00
Distribution Charge	Charge for distribution service	\$2.311 per mcf
Commodity Charge	Charge for natural gas supply (gate rate) and transportation	\$5.35 per mcf
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	Monthly

MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

1. In addition to the base charges, each customer's monthly bill will include an appropriate gas cost adjustment charge as explained on Sheet No. 595.
2. In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

ALL SERVICES	500	511
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES		
SECTION TITLE	EFFECTIVE DATE	
	OCTOBER 1, 2014	
	(Supersedes Rate Change Effective 10/01/2013)	

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher.

EXHIBIT "A"

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

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

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.
5. A special service charge of \$20 will be made for any requested summer disconnection and winter reconnection of gas service.
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service.

ALL SERVICES	500	520
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/01/2013)	

SMALL COMMERCIAL SERVICE - URBAN

RATE SCHEDULE G - FAPPLICABILITY

This rate is applicable to all small commercial customers whose maximum gas requirements are equal or

EXHIBIT "A"

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

less than 350 cubic feet per hour receiving natural gas service from the Municipal Gas System

AVAILABILITY

This rate is available to all small commercial customers of the Municipal Gas System located within the corporate limits of the City of Brenham, Texas.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$10.00
Distribution Charge	Charge for distribution service	\$2.311 per mcf
Commodity Charge	Charge for natural gas supply (gate rate) and transportation	\$5.35 per mcf
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	Monthly

MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

- In addition to the base charges, each customer's monthly bill will include an appropriate gas cost adjustment charge as explained on Sheet No. 595.
- In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

ALL SERVICES	500	521
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/01/2013)	

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

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

EXHIBIT "A"

CITY OF BRENHAM

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

to time.

2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.
5. A special service charge of \$20 will be made for any requested summer disconnection and winter reconnection of gas service.
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service.

EXHIBIT "A"

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

ALL SERVICES	500	530
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 10/01/2013)

LARGE COMMERCIAL AND SMALL INDUSTRIAL SERVICE – URBAN

RATE SCHEDULE G-B

APPLICABILITY

This rate is applicable to all commercial and industrial customers whose maximum gas requirements are in excess of 350 cubic feet per hour.

AVAILABILITY

This rate is available to all commercial and industrial customers of the Municipal Gas System located within the corporate limits of the City of Brenham, Texas, meeting the criteria specified above.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$56.25
Distribution Charge	Charge for distribution service	\$1.571 per mcf
Commodity Charge	Charge for natural gas supply (gate rate) and transportation	\$5.35 per mcf
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	Monthly

MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

- In addition to the base charges, each customer's monthly bill will include an appropriate gas cost adjustment charge as explained on Sheet No. 595.
- In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

ALL SERVICES	500	531
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

EXHIBIT "A"

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

(Supersedes Rate Change Effective 10/01/2013)

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces, five (5) pounds or at line pressure and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of a service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.
5. A special service charge of \$20 will be made for any requested summer disconnection and winter reconnection of gas service.
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service.

EXHIBIT "A"

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

ALL SERVICES	500	540
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 10/01/2013)

LARGE INDUSTRIAL SERVICE - URBAN
RATE SCHEDULE G-C

APPLICABILITY

This rate is applicable to all industrial customers whose annual gas requirements are in excess of 36,500 MCF.

AVAILABILITY

This rate is available to all large industrial customers of the Municipal Gas System located within the corporate limits of the City of Brenham, Texas, meeting the criteria specified above.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$56.25
Distribution Charge	Charge for distribution service	\$1.465 per mcf
Commodity Charge	Charge for natural gas supply (gate rate) and transportaetion	\$5.35 per mcf
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	Monthly

MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

- In addition to the base charges, each customer's monthly bill will include an appropriate gas cost adjustment charge as explained on Sheet No. 595.
- In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

ALL SERVICES	500	541
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 10/01/2013)

EXHIBIT "A"

CITY OF BRENHAM

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

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces, five (5) pounds or at line pressure and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of a service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.
5. A special service charge of \$20 will be made for any requested summer disconnection and winter reconnection of gas service.
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service.

EXHIBIT "A"

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

ALL SERVICES	500	550
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 10/01/2013)

RESIDENTIAL - RURAL

RATE SCHEDULE G - D

APPLICABILITY

This rate is applicable to all residential customers whose maximum gas requirements are equal to or less than 350 cubic feet per hour receiving natural gas service from the Municipal Gas System.

AVAILABILITY

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

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$11.50
Distribution Charge	Charge for distribution service	\$2.710 per mcf
Commodity Charge	Charge for natural gas supply (gate rate) and transportation	\$5.35 per mcf
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	Monthly

MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

1. In addition to the base charges, each customer's monthly bill will include an appropriate gas cost adjustment charge as explained on Sheet No. 595.
2. In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

ALL SERVICES	500	551
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

EXHIBIT "A"

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

(Supersedes Rate Change Effective 10/01/2013)

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of a service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.
5. A special service charge of \$20 will be made for any requested summer disconnection and winter reconnection of gas service.
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service.

EXHIBIT "A"

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

ALL SERVICES	500	560
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 10/01/2013)

SMALL COMMERCIAL - RURAL

RATE SCHEDULE G – G

APPLICABILITY

This rate is applicable to all small commercial customers whose maximum gas requirements are equal to or less than 350 cubic feet per hour receiving natural gas service from the Municipal Gas System.

AVAILABILITY

This rate is available to all small commercial customers of the Municipal Gas System located outside of the corporate limits of the City of Brenham, Texas.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$11.50
Distribution Charge	Charge for distribution service	\$2.710 per mcf
Commodity Charge	Charge for natural gas supply (gate rate) and transportation	\$5.35 per mcf
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	Monthly

MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

1. In addition to the base charges, each customer's monthly bill will include an appropriate gas cost adjustment charge as explained on Sheet No. 595.
2. In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

ALL SERVICES	500	561
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

EXHIBIT "A"

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

(Supersedes Rate Change Effective 10/01/2013)

TERMS OF PAYMENT

The bills rendered under this schedule are net and will be increased by 10% if not paid within 15 days from the date of the bill.

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of a service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.
5. A special service charge of \$20 will be made for any requested summer disconnection and winter reconnection of gas service.
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service

EXHIBIT "A"

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

ALL SERVICES	500	570
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 10/01/2013)

GOVERNMENTAL SERVICE

RATES SCHEDULE G - E

APPLICABILITY

This rate is applicable to all governmental gas customers.

AVAILABILITY

This rate is available to the Brenham Independent School District, Washington County, Washington County (Blinn) Junior College, State of Texas, United States Government, and all departments, divisions, or branches of the City of Brenham, Texas, that are under the direct control of the City Council of said City.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$56.25
Distribution Charge	Charge for distribution service	\$1.303 per mcf
Commodity Charge	Charge for natural gas supply (gate rate) and transportation	\$5.35 per mcf
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	Monthly

MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

1. In addition to the base charges, each customer's monthly bill will include an appropriate gas cost adjustment charge as explained on Sheet No. 595.
2. In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

ALL SERVICES	500	571
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2014	

EXHIBIT "A"

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

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/2013)

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces, five (5) pounds or at line pressure and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of a service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance to the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quality of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.

A special service charge of \$20 will be made for any requested summer disconnection and winter reconnection of gas service.

6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service.

EXHIBIT "A"

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

ALL SERVICES	500	580
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 10/01/2013)

LARGE COMMERCIAL AND SMALL INDUSTRIAL SERVICE - RURAL
RATE SCHEDULE G-H

APPLICABILITY

This rate is applicable to all rural commercial and industrial customers whose maximum gas requirements are in excess of 350 cubic feet per hour.

AVAILABILITY

This rate is available to all commercial and industrial customers of the Municipal Gas System located outside of the corporate limits of the City of Brenham, Texas, meeting the criteria specified above.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$64.69
Distribution Charge	Charge for distribution service	\$1.859 per mcf
Commodity Charge	Charge for natural gas supply (gate rate) and transportation	\$5.35 per mcf
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	Monthly

MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

1. In addition to the base charges, each customer's monthly bill will include an appropriate gas cost adjustment charge as explained on Sheet No. 595.
2. In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

ALL SERVICES	500	581
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2014	

EXHIBIT "A"

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

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/2013)

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces, five (5) pounds or at line pressure and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of a service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.
5. A special service charge of \$20 will be made for any requested summer disconnection and winter reconnection of gas service.
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service.

EXHIBIT "A"

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

ALL SERVICES	500	590
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

GAS TAPPING SERVICE

RATE SCHEDULE G-K

APPLICABILITY

This rate is applicable to the installation of service taps, service lines and gas meters for residential, commercial, and/or industrial customers.

AVAILABILITY

This rate is available to all customers or prospective customers of the City's gas system.

RATES

1 Inch	Service Tap, Service Line, Meter and Regulator	\$ 140.00
1-1/2 Inch	Service Tap, Service Line, Meter and Regulator	140.00
2 Inch	Service Tap, Service Line, Meter and Regulator	175.00
4 Inch	Service Tap, Service Line, Meter and Regulator	Actual cost of installation including but not limited to costs, materials, Labor, and equipment overhead.

TERMS OF PAYMENT

Fees of one (1) inch to two (2) inches in size, must be paid in advance. Advance payments, based on estimated cost of taps four (4) inches or larger in size, shall be made prior to commencement of work by the City. If the amount of advance payment is in excess of actual cost of installation, the amount of overpayment will be refunded. If the amount of advance payment is less than the actual cost of the installation, the customer will be required to remit the amount of the shortage.

CHARACTER OF SERVICE

Facilities provided under this rate will consist of the installation of an appropriate size cut-off valve, installation of an appropriate size meter and regulator, and the installation of a sufficient amount of appropriate size service line to allow line extension to or near the customer's property line.

EXHIBIT "A"

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

ALL SERVICES	500	591
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. In the event a customer desires to increase the size of an existing service and it is agreeable with the City, the cost of such enlargement will be equal to the cost of installation of the new size of service.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.

EXHIBIT "A"

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

ALL SERVICES	500	595
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES		
	OCTOBER 1, 2013	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 02/22/2006)	

GAS COST ADJUSTMENT CHARGE

In addition to the appropriate base rate charge, each customer shall pay a Gas Cost Adjustment Charge to recover those costs of purchasing gas on a wholesale basis, which exceed the allowance provided for the cost of gas within the base rates. The Gas Cost Adjustment Charge shall be computed by multiplying the MCF consumed by a gas cost adjustment factor computed in accordance with the following calculations:

1. The city gate rate rate increase or decrease applicable to current billing month sales shall be estimated to the nearest \$0.0001 per MCF based upon:
 - (a) The city gate rate estimated to be applicable to volumes purchased during the current calendar month, expressed to the nearest \$0.0001 per MCF (shown below as "Estgas") less
 - (b) The base city gate rate of \$5.00 per MCF, multiplied by
 - (c) A volume factor based on the ratio of adjusted purchased volumes divided by adjusted sales volumes for the previous fiscal year (shown as "Volfac").
2. Correction of the estimated adjustment determined by Item 1 above shall be included as part of the adjustment for the second following billing month. The correcting factor (shown below as "Corfac") shall be expressed to the nearest \$0.0001 per MCF based upon:
 - (a) The corrected adjustment amount based upon the actual city gate rate, less
 - (b) The estimated adjustment amount billed under Item 1 above, divided by
 - (c) Distribution system sales (in MCF) recorded on the City's books during the prior year for the month that the correction is included as part of the adjustment.
3. In summary, the gas cost adjustment (GCA) shall be determined to the nearest \$0.0001 per MCF by Item 1 and Item 2 as follows:

$$GCA = [("Volfac") \times (("Estgas" - \$5.00) + "Corfac")]$$

ORDINANCE NO. O-14-032

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

WHEREAS, the City Council of the City of Brenham, Texas deems it necessary to change the monthly customer charge, to clean up the tariff language, to clarify the volumetric calculation for Industrial customers, and add a new tariff for reclaimed water service.

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

SECTION I.

The City Council of the City of Brenham, Texas, does hereby adopt the Sewer Rate Schedules for sewer services as set forth in the attached Exhibit “A”, which is made a part hereof for all purposes pertinent, to be effective with utility billing occurring on and after October 1, 2014.

SECTION II.

This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas. The implementation of rates as set forth herein and on the attached Exhibit “A” shall be effective with utility billing occurring on and after October 1, 2014.

PASSED AND APPROVED on its first reading this the 4th day of September, 2014.

PASSED AND APPROVED on its second reading this the 18th day of September, 2014.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, City Secretary

“EXHIBIT A”

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

ALL SERVICES	700	710
<hr/>	<hr/>	<hr/>
TARIFF	SECTION NO.	SHEET NO.
<hr/>	<hr/>	<hr/>
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 12/8/2006)

RESIDENTIAL WASTEWATER SERVICE - URBAN

RATE SCHEDULE SW - A

APPLICABILITY

This rate is applicable for wastewater service used exclusively for residential purposes, and is not applicable for service to a residence also used for any nonresidential or commercial purpose, including, but not limited to boarding houses, hotels, motels, barber shops, beauty shops, child care centers, retail businesses, restaurants, repair services, professional services offered on the premises to the public, nursing homes, nurseries, or any other nonresidential activity.

AVAILABILITY

This rate is available for all single-family dwellings, and multifamily dwellings where each dwelling unit is individually metered for water, located within the corporate limits of the City of Brenham, Texas subject to the rules, regulations, policies and rates established by the City of Brenham.

MONTHLY RATES

The monthly rate shall be the sum of the monthly customer charge plus the monthly volume charge, as shown below:

Customer charge –

The customer charge shall include

3000 gallons or less \$ 18.04 per month or part thereof

Volume Charge

\$ 4.45 per 1000 gallons of water usage in excess of 3000 gallons, or any part thereof on a pro rata basis, as determined under Determination of Water Usage.

MINIMUM CHARGES

The minimum monthly charge shall be the greater of the following:

1. The customer charge plus the volume charge; or
2. The amount specified in any contract between the customer and the City.

“EXHIBIT A”

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

ALL SERVICES	700	711
TARIFF	SECTION NO.	SHEET NO.
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 12/8/2006)

DETERMINATION OF WATER USAGE

The water usage for the purpose of calculating the volume charge under Monthly Rates shall be the average metered water consumption based on bill cycle shown below:

Bill Cycle	Period
1	January 1 – March 7
2	January 8 – March 14
3	January 15 – March 21
4	December 22 – February 28

This average consumption shall be used for billing purposes for the twelve-month period beginning with the first cycle for wastewater service billed in April.

Where no preceding winter average is available from the City’s records the City Manager, or a duly authorized representative, shall develop an estimate of winter water usage. This estimate shall be based on upon water consumption at the same location experienced during prior years, actual water consumption at similar locations, or other methods of reasonably estimating water consumption.

If the customer does not receive water service from the City of Brenham, then a monthly estimate of water usage shall be made based upon verifiable data provided by the customer or, if verifiable data is not provided by the customer, an estimate of water usage shall be prepared by the City Manager, or a duly authorized representative. The estimate shall be based upon actual water consumption at similar locations, or other methods of reasonably estimating water consumption. At the City’s discretion, any customer not receiving water service from the City may be required to install, at no cost to the City, a meter on their water supply or service in order to determine water usage.

If a customer can provide verifiable data, acceptable to the City, that a significant portion of the metered water usage does not enter the City’s Wastewater System, then the City Manager, or a duly authorized representative, may adjust the metered water usage for determining the volume charge.

TERMS OF PAYMENT

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

“EXHIBIT A”

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

ALL SERVICES	700	712
TARIFF	SECTION NO.	SHEET NO.
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 12/8/2006)

CHARACTER OF SERVICE

Wastewater service supplied under this rate schedule is licensed and approved under the Texas Natural Resource Conservation Commission and the Environmental Protection Agency.

RATE SCHEDULE ADMINISTRATION & ASSIGNMENT

Upon request for water service from a prospective customer, the City Manager, or a duly authorized representative, shall assign the appropriate rate classification for wastewater service to the applicant requesting service. This assignment may be based upon information provided by the applicant, or other information available at the time the assignment is made.

If a customer receiving service changes the nature or character of wastewater service requirements, then the City Manager, or a duly authorized representative shall, upon review of the information available pertaining to the revised wastewater service requirement, reassign the customer to the appropriate rate schedule.

If a prospective or existing customer is eligible to receive wastewater service under more than one of the City's rate schedules, or if the rates charged are unduly burdensome as a result of the customer's technical qualification for a specific rate schedule, then the City Manager, or a duly authorized representative, shall assign the most appropriate rate schedule for wastewater service after consideration of the various service requirements, potential impact on the City's facilities, the potential relative costs of serving the customer, and other available pertinent information.

Each customer who receives individually metered water service from the City, and whose service location is connected to the City's wastewater system, shall receive and pay a bill for wastewater service. Wastewater service shall begin at the same time water service is initiated, and shall continue until such time as water service is discontinued.

Each customer who receives water service from a source other than the City, such as but not limited to a privately owned well, and whose service location is connected to the City's wastewater system, shall receive and pay a bill for wastewater service. The City shall bill for wastewater service continuously unless the owner of the service location certifies, in writing, that the service location is unused and uninhabited.

The City shall only send bills for wastewater service at a service location to the customer receiving the bill for water service at the same service location. The City shall not send partial bills or minimum bills for wastewater service to occupants at a service location who are not individually metered and billed for water service, except that the City may bill customers for wastewater service where the customer is receiving water service from other source.

“EXHIBIT A”

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

ALL SERVICES	700	720
TARIFF	SECTION NO.	SHEET NO.
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 12/8/2006)

RESIDENTIAL WASTEWATER SERVICE - RURAL

RATE SCHEDULE SW - B

APPLICABILITY

This rate is applicable for wastewater service used exclusively for residential purposes, and is not applicable for service to a residence also used for any nonresidential or commercial purpose, including, but not limited to boarding houses, hotels, motels, barber shops, beauty shops, child care centers, retail businesses, restaurants, repair services, professional services offered on the premises to the public, nursing homes, nurseries, or any other nonresidential activity.

AVAILABILITY

This rate is available for all single-family dwellings, and multifamily dwellings where each dwelling unit is individually metered for water, located outside the corporate limits of the City of Brenham, Texas subject to the rules, regulations, policies and rates established by the City of Brenham.

MONTHLY RATES

The monthly rate shall be the sum of the monthly customer charge plus the monthly volume charge, as shown below:

Customer charge -

The customer charge shall include

3000 gallons or less \$ 20.60 per month or part thereof

Volume Charge

\$ 5.12 per 1000 gallons of water usage in excess of 3000 gallons, or any part thereof on a pro rata basis, as determined under Determination of Water Usage.

MINIMUM CHARGES

The minimum monthly charge shall be the greater of the following:

1. The customer charge plus the volume charge; or
2. The amount specified in any contract between the customer and the City.

“EXHIBIT A”

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

ALL SERVICES	700	721
TARIFF	SECTION NO.	SHEET NO.
SANITARY SEWER RATE SCHEDULE		
SECTION TITLE	OCTOBER 1, 2014	
	EFFECTIVE DATE	

(Supersedes Rate Change Effective 12/8/2006)

DETERMINATION OF WATER USAGE

The water usage for the purpose of calculating the volume charge under Monthly Rates shall be the average metered water consumption based on bill cycle as shown below:

Bill Cycle	Period
1	January 1 – March 7
2	January 8 – March 14
3	January 15 – March 21
4	December 22 – February 28

This average consumption shall be used for billing purposes for the twelve-month period beginning with the first cycle for wastewater service billed in April.

Where no preceding winter average is available from the City’s records the City Manager, or a duly authorized representative, shall develop an estimate of winter water usage. This estimate shall be based on upon water consumption at the same location experienced during prior years, actual water consumption at similar locations, or other methods of reasonably estimating water consumption.

If the customer does not receive water service from the City of Brenham, then a monthly estimate of water usage shall be made based upon verifiable data provided by the customer or, if verifiable data is not provided by the customer, an estimate of water usage shall be prepared by the City Manager, or a duly authorized representative. The estimate shall be based upon actual water consumption at similar locations, or other methods of reasonably estimating water consumption. At the City’s discretion, any customer not receiving water service from the City may be required to install, at no cost to the City, a meter on their water supply or service in order to determine water usage.

If a customer can provide verifiable data, acceptable to the City, that a significant portion of the metered water usage does not enter the City’s Wastewater System, then the City Manager, or a duly authorized representative, may adjust the metered water usage for determining the volume charge.

TERMS OF PAYMENT

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

“EXHIBIT A”

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

ALL SERVICES	700	722
<hr/>	<hr/>	<hr/>
TARIFF	SECTION NO.	SHEET NO.
<hr/>	<hr/>	<hr/>
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2014	
<hr/>	<hr/>	<hr/>
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 12/8/2006)

CHARACTER OF SERVICE

Wastewater service supplied under this rate schedule is licensed and approved under the Texas Natural Resource Conservation Commission and the Environmental Protection Agency.

RATE SCHEDULE ADMINISTRATION & ASSIGNMENT

Upon request for water service from a prospective customer, the City Manager, or a duly authorized representative, shall assign the appropriate rate classification for wastewater service to the applicant requesting service. This assignment may be based upon information provided by the applicant, or other information available at the time the assignment is made.

If a customer receiving service changes the nature or character of wastewater service requirements, then the City Manager, or a duly authorized representative shall, upon review of the information available pertaining to the revised wastewater service requirement, reassign the customer to the appropriate rate schedule.

If a prospective or existing customer is eligible to receive wastewater service under more than one of the City's rate schedules, or if the rates charged are unduly burdensome as a result of the customer's technical qualification for a specific rate schedule, then the City Manager, or a duly authorized representative, shall assign the most appropriate rate schedule for wastewater service after consideration of the various service requirements, potential impact on the City's facilities, the potential relative costs of serving the customer, and other available pertinent information.

Each customer who receives individually metered water service from the City, and whose service location is connected to the City's wastewater system, shall receive and pay a bill for wastewater service. Wastewater service shall begin at the same time water service is initiated, and shall continue until such time as water service is discontinued.

Each customer who receives water service from a source other than the City, such as but not limited to a privately owned well, and whose service location is connected to the City's wastewater system, shall receive and pay a bill for wastewater service. The City shall bill for wastewater service continuously unless the owner of the service location certifies, in writing, that the service location is unused and uninhabited.

The City shall only send bills for wastewater service at a service location to the customer receiving the bill for water service at the same service location. The City shall not send partial bills or minimum bills for wastewater service to occupants at a service location who are not individually metered and billed for water service, except that the City may bill customers for wastewater service where the customer is receiving water service from other source.

“EXHIBIT A”

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

ALL SERVICES	700	730
<hr/>	<hr/>	<hr/>
TARIFF	SECTION NO.	SHEET NO.
<hr/>	<hr/>	<hr/>
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 12/8/2006)

RESIDENTIAL-MULTIPLE OCCUPANCY WASTEWATER SERVICE - URBAN
RATE SCHEDULE SW - H

APPLICABILITY

This rate is applicable for wastewater service to customers, which provide multiple non-temporary residential dwelling units which are not individually metered, and which do not receive service under a different rate schedule

AVAILABILITY

This rate is available to all customers which offer or provide multiple non-temporary residential dwelling units, where each dwelling unit is not individually metered for water, including but not limited to apartments, duplexes, houses with garage apartments, quadruplexes, dormitories, boarding houses, trailers courts, trailer parks, and other similar activities, located within the corporate limits of the City of Brenham, Texas subject to the rules, regulations, policies and rates established by the City of Brenham.

MONTHLY RATES

The monthly rate shall be the sum of the monthly customer charge plus the monthly volume charge, as shown below:

Customer charge -

The customer charge shall include

3000 gallons or less \$ 18.04 per month or part thereof

Volume charge

\$ 4.45 per 1000 gallons of water usage in excess of 3000 gallons, or any part thereof on a pro rata basis, as determined under Determination of Water Usage.

MINIMUM CHARGES

The minimum monthly charge shall be the greater of the following:

1. The customer charge plus the volume charge; or
2. The amount specified in any contract between the customer and the City.

“EXHIBIT A”

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

ALL SERVICES	700	731
TARIFF	SECTION NO.	SHEET NO.
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 12/8/2006)

DETERMINATION OF WATER USAGE

The water usage for the purpose of calculating the volume charge under Monthly Rates shall be the average metered water consumption based on bill cycle shown below:

Bill Cycle	Period
1	January 1 – March 7
2	January 8 – March 14
3	January 15 – March 21
4	December 22 – February 28

This average consumption shall be used for billing purposes for the twelve-month period beginning with the first cycle for wastewater service billed in April.

Where no preceding winter average is available from the City’s records the City Manager, or a duly authorized representative, shall develop an estimate of winter water usage. This estimate shall be based on upon water consumption at the same location experienced during prior years, actual water consumption at similar locations, or other methods of reasonably estimating water consumption.

If the customer does not receive water service from the City of Brenham, then a monthly estimate of water usage shall be made based upon verifiable data provided by the customer or, if verifiable data is not provided by the customer, an estimate of water usage shall be prepared by the City Manager, or a duly authorized representative. The estimate shall be based upon actual water consumption at similar locations, or other methods of reasonably estimating water consumption. At the City’s discretion, any customer not receiving water service from the City may be required to install, at no cost to the City, a meter on their water supply or service in order to determine water usage.

If a customer can provide verifiable data, acceptable to the City, that a significant portion of the metered water usage does not enter the City’s Wastewater System, then the City Manager, or a duly authorized representative, may adjust the metered water usage for determining the volume charge.

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

Wastewater service supplied under this rate schedule is licensed and approved under the Texas Natural Resource Conservation Commission and the Environmental Protection Agency.

“EXHIBIT A”

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

ALL SERVICES	700	732
TARIFF	SECTION NO.	SHEET NO.
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 12/8/2006)

RATE SCHEDULE ADMINISTRATION & ASSIGNMENT

Upon request for water service from a prospective customer, the City Manager, or a duly authorized representative, shall assign the appropriate rate classification for wastewater service to the applicant requesting service. This assignment may be based upon information provided by the applicant, or other information available at the time the assignment is made.

If a customer receiving service changes the nature or character of wastewater service requirements, then the City Manager, or a duly authorized representative shall, upon review of the information available pertaining to the revised wastewater service requirement, reassign the customer to the appropriate rate schedule.

If a prospective or existing customer is eligible to receive wastewater service under more than one of the City's rate schedules, or if the rates charged are unduly burdensome as a result of the customer's technical qualification for a specific rate schedule, then the City Manager, or a duly authorized representative, shall assign the most appropriate rate schedule for wastewater service after consideration of the various service requirements, potential impact on the City's facilities, the potential relative costs of serving the customer, and other available pertinent information.

Each customer who receives individually metered water service from the City, and whose service location is connected to the City's wastewater system, shall receive and pay a bill for wastewater service. Wastewater service shall begin at the same time water service is initiated, and shall continue until such time as water service is discontinued.

Each customer who receives water service from a source other than the City, such as but not limited to a privately owned well, and whose service location is connected to the City's wastewater system, shall receive and pay a bill for wastewater service. The City shall bill for wastewater service continuously unless the owner of the service location certifies, in writing, that the service location is unused and uninhabited.

The City shall only send bills for wastewater service at a service location to the customer receiving the bill for water service at the same service location. The City shall not send partial bills or minimum bills for wastewater service to occupants at a service location who are not individually metered and billed for water service, except that the City may bill customers for wastewater service where the customer is receiving water service from other source.

“EXHIBIT A”

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

ALL SERVICES	700	740
TARIFF	SECTION NO.	SHEET NO.
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 12/8/2006)

RESIDENTIAL-MULTIPLE OCCUPANCY WASTEWATER SERVICE - RURAL

RATE SCHEDULE SW - J

APPLICABILITY

This rate is applicable for wastewater service to customers, which provide multiple non-temporary residential dwelling units which are not individually metered, and which do not receive service under a different rate schedule

AVAILABILITY

This rate is available to all customers which offer or provide multiple non-temporary residential dwelling units, where each dwelling unit is not individually metered for water, including but not limited to apartments, duplexes, houses with garage apartments, quadruplexes, dormitories, boarding houses, trailers courts, trailer parks, and other similar activities, located outside the corporate limits of the City of Brenham, Texas subject to the rules, regulations, policies and rates established by the City of Brenham.

MONTHLY RATES

The monthly rate shall be the sum of the monthly customer charge plus the monthly volume charge, as shown below:

Customer charge -

The customer charge shall include

3000 gallons or less \$ 20.60 per month or part thereof

Volume charge

\$ 5.12 per 1000 gallons of water usage in excess of 3000 gallons, or any part thereof on a pro rata basis, as determined under Determination of Water Usage.

MINIMUM CHARGES

The minimum monthly charge shall be the greater of the following:

1. The customer charge plus the volume charge; or
2. The amount specified in any contract between the customer and the City.

“EXHIBIT A”

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

ALL SERVICES	700	741
TARIFF	SECTION NO.	SHEET NO.
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 12/8/2006)

DETERMINATION OF WATER USAGE

The water usage for the purpose of calculating the volume charge under Monthly Rates shall be the average metered water consumption based on bill cycle shown below:

Bill Cycle	Period
1	January 1 – March 7
2	January 8 – March 14
3	January 15 – March 21
4	December 22 – February 28

This average consumption shall be used for billing purposes for the twelve-month period beginning with the first cycle for wastewater service billed in April.

Where no preceding winter average is available from the City’s records the City Manager, or a duly authorized representative, shall develop an estimate of winter water usage. This estimate shall be based on upon water consumption at the same location experienced during prior years, actual water consumption at similar locations, or other methods of reasonably estimating water consumption.

If the customer does not receive water service from the City of Brenham, then a monthly estimate of water usage shall be made based upon verifiable data provided by the customer or, if verifiable data is not provided by the customer, an estimate of water usage shall be prepared by the City Manager, or a duly authorized representative. The estimate shall be based upon actual water consumption at similar locations, or other methods of reasonably estimating water consumption. At the City’s discretion, any customer not receiving water service from the City may be required to install, at no cost to the City, a meter on their water supply or service in order to determine water usage.

If a customer can provide verifiable data, acceptable to the City, that a significant portion of the metered water usage does not enter the City’s Wastewater System, then the City Manager, or a duly authorized representative, may adjust the metered water usage for determining the volume charge.

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

Wastewater service supplied under this rate schedule is licensed and approved under the Texas Natural Resource Conservation Commission and the Environmental Protection Agency.

“EXHIBIT A”

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

ALL SERVICES	700	742
TARIFF	SECTION NO.	SHEET NO.
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 12/8/2006)

RATE SCHEDULE ADMINISTRATION & ASSIGNMENT

Upon request for water service from a prospective customer, the City Manager, or a duly authorized representative, shall assign the appropriate rate classification for wastewater service to the applicant requesting service. This assignment may be based upon information provided by the applicant, or other information available at the time the assignment is made.

If a customer receiving service changes the nature or character of wastewater service requirements, then the City Manager, or a duly authorized representative shall, upon review of the information available pertaining to the revised wastewater service requirement, reassign the customer to the appropriate rate schedule.

If a prospective or existing customer is eligible to receive wastewater service under more than one of the City's rate schedules, or if the rates charged are unduly burdensome as a result of the customer's technical qualification for a specific rate schedule, then the City Manager, or a duly authorized representative, shall assign the most appropriate rate schedule for wastewater service after consideration of the various service requirements, potential impact on the City's facilities, the potential relative costs of serving the customer, and other available pertinent information.

Each customer who receives individually metered water service from the City, and whose service location is connected to the City's wastewater system, shall receive and pay a bill for wastewater service. Wastewater service shall begin at the same time water service is initiated, and shall continue until such time as water service is discontinued.

Each customer who receives water service from a source other than the City, such as but not limited to a privately owned well, and whose service location is connected to the City's wastewater system, shall receive and pay a bill for wastewater service. The City shall bill for wastewater service continuously unless the owner of the service location certifies, in writing, that the service location is unused and uninhabited.

The City shall only send bills for wastewater service at a service location to the customer receiving the bill for water service at the same service location. The City shall not send partial bills or minimum bills for wastewater service to occupants at a service location who are not individually metered and billed for water service, except that the City may bill customers for wastewater service where the customer is receiving water service from other source.

“EXHIBIT A”

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

ALL SERVICES	700	750
<hr/>	<hr/>	<hr/>
TARIFF	SECTION NO.	SHEET NO.
<hr/>	<hr/>	<hr/>
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 12/8/2006)

OAK HILL ACRES SUBDIVISION WASTEWATER

RATE SCHEDULE SW - M

APPLICABILITY

This rate is applicable only for wastewater service provided at one service location to Oak Hill Water District for wastewater service to Oak Hill Acres Subdivision.

AVAILABILITY

This rate is available only to Oak Hill Water District for service to Oak Hill Acres Subdivision, subject to the rules, regulations, policies and rates established by the City of Brenham. Nothing in this ordinance shall be construed as any guarantee of future or continuing service.

MONTHLY RATES

The monthly rate shall be the monthly volume charge, as shown below:

Volume Charge \$ 4.45 per 1000 gallons as measured by flow meter at the point of service, or as reasonably estimated by the City in the event of a failure of the flow meter, or any part thereof on a pro rata basis.

MINIMUM CHARGES

The minimum monthly charge shall be the monthly volume charge.

“EXHIBIT A”

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

ALL SERVICES	700	751
TARIFF	SECTION NO.	SHEET NO.
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 12/8/2006)

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

Wastewater service supplied under this rate schedule is licensed and approved under the Texas Natural Resource Conservation Commission and the Environmental Protection Agency.

RATE SCHEDULE ADMINISTRATION & ASSIGNMENT

Upon request for wastewater service from a prospective customer, the City Manager, or a duly authorized representative, shall assign the appropriate rate classification for wastewater service to the applicant requesting service. This assignment may be based upon information provided by the applicant, or other information available at the time the assignment is made.

If a customer receiving service changes the nature or character of wastewater service requirements, then the City Manager, or a duly authorized representative shall, upon review of the information available pertaining to the revised wastewater service requirement, reassign the customer to the appropriate rate schedule.

If a prospective or existing customer is eligible to receive wastewater service under more than one of the City's rate schedules, or if the rates charged are unduly burdensome as a result of the customer's technical qualification for a specific rate schedule, then the City Manager, or a duly authorized representative, shall assign the most appropriate rate schedule for wastewater service after consideration of the various service requirements, potential impact on the City's facilities, the potential relative costs of serving the customer, and other available pertinent information.

Each customer who receives individually metered water service from the City, and whose service location is connected to the City's wastewater system, shall receive and pay a bill for wastewater service. Wastewater service shall begin at the same time water service is initiated, and shall continue until such time as water service is discontinued.

Each customer who receives water service from a source other than the City, such as but not limited to a privately owned well, and whose service location is connected to the City's wastewater system, shall receive and pay a bill for wastewater service. The City shall bill for wastewater service continuously unless the owner of the service location certifies, in writing, that the service location is unused and uninhabited.

The City shall only send bills for wastewater service at a service location to the customer receiving the bill for water service at the same service location. The City shall not send partial bills or minimum bills for wastewater service to occupants at a service location who are not individually metered and billed for water service, except that the City may bill customers for wastewater service where the customer is receiving water service from other source.

“EXHIBIT A”

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

ALL SERVICES	700	760
TARIFF	SECTION NO.	SHEET NO.
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 1/22/2006) (Supersedes Rate Change Effective 12/8/2006)	

GENERAL SERVICE WASTEWATER SERVICE – URBAN

RATE SCHEDULE SW - C

APPLICABILITY

This rate is applicable for wastewater service to non-residential customers who do not receive wastewater service under a different rate schedule.

AVAILABILITY

This rate is available to all non-residential customers which do not qualify to receive wastewater service under any other rate schedules, and includes, but is not limited to banks, barbershops, beauty shops, child care and day care centers, churches, doctor's offices, feed and hardware stores, funeral homes, furniture stores, general offices, hotels, laundries, motels, nurseries and garden centers, professional services, retail businesses, schools and warehouses.

MONTHLY RATES

The monthly rate shall be the sum of the monthly customer charge and the monthly volume charge, as shown below:

Customer charge -

The customer charge shall include

3000 gallons or less \$ 18,04 per month or part thereof

Volume charge

\$ 4.45 per 1,000 gallons of water usage in excess of 3000 gallons, or any part thereof on a pro rata basis, as determined under Determination of Water Usage.

MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be the greater of the following:

1. The customer charge plus the volume charge; or
2. The amount specified in any contract between the customer and the City.

“EXHIBIT A”

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

ALL SERVICES	700	761
TARIFF	SECTION NO.	SHEET NO.
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 12/8/2006)

DETERMINATION OF WATER USAGE

The water usage for the purpose of calculating the volume charge under Monthly Rates shall be the metered monthly water consumption for the billing month. If the customer does not receive water service from the City of Brenham, then a monthly estimate of water usage shall be made based upon verifiable data provided by the customer or, if verifiable data is not provided by the customer, an estimate of water usage shall be prepared by the City Manager, or a duly authorized representative. The estimate shall be based upon water consumption at the same location experienced during prior years, actual water consumption at similar locations, or other methods of reasonably estimating water consumption. At the City's discretion, any customer not receiving water service from the City may be required to install, at no cost to the City, a meter on their water supply or service in order to determine water usage.

If a customer can provide verifiable data, acceptable to the City, that a significant portion of the metered water usage does not enter the City's Wastewater System, then the City Manager, or a duly authorized representative, can adjust the metered water usage for determining the volume charge.

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

Wastewater service supplied under this rate schedule is licensed and approved under the Texas Natural Resource Conservation Commission and the Environmental Protection Agency.

RATE SCHEDULE ADMINISTRATION & ASSIGNMENT

Upon request for wastewater service from a prospective customer, the City Manager, or a duly authorized representative, shall assign the appropriate rate classification for wastewater service to the applicant requesting service. This assignment may be based upon information provided by the applicant, or other information available at the time the assignment is made.

If a customer receiving service changes the nature or character of wastewater service requirements, then the City Manager, or a duly authorized representative shall, upon review of the information available pertaining to the revised wastewater service requirement, reassign the customer to the appropriate rate schedule.

“EXHIBIT A”

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

ALL SERVICES	700	762
<hr/> TARIFF	<hr/> SECTION NO.	<hr/> SHEET NO.
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2014	
<hr/> SECTION TITLE	<hr/> EFFECTIVE DATE	

(Supersedes Rate Change Effective 12/8/2006)

If a prospective or existing customer is eligible to receive wastewater service under more than one of the City's rate schedules, or if the rates charged are unduly burdensome as a result of the customer's technical qualification for a specific rate schedule, then the City Manager, or a duly authorized representative, shall assign the most appropriate rate schedule for wastewater service after consideration of the various service requirements, potential impact on the City's facilities, the potential relative costs of serving the customer, and other available pertinent information.

Each customer who receives individually metered water service from the City, and whose service location is connected to the City's wastewater system, shall receive and pay a bill for wastewater service. Wastewater service shall begin at the same time water service is initiated, and shall continue until such time as water service is discontinued.

Each customer who receives water service from a source other than the City, such as but not limited to a privately owned well, and whose service location is connected to the City's wastewater system, shall receive and pay a bill for wastewater service. The City shall bill for wastewater service continuously unless the owner of the service location certifies, in writing, that the service location is unused and uninhabited.

The City shall only send bills for wastewater service at a service location to the customer receiving the bill for water service at the same service location. The City shall not send partial bills or minimum bills for wastewater service to occupants at a service location who are not individually metered and billed for water service, except that the City may bill customers for wastewater service where the customer is receiving water service from other source.

“EXHIBIT A”

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

ALL SERVICES	700	770
<hr/>	<hr/>	<hr/>
TARIFF	SECTION NO.	SHEET NO.
<hr/>	<hr/>	<hr/>
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 12/8/2006)

GENERAL SERVICE WASTEWATER SERVICE – RURAL

RATE SCHEDULE SW - G

APPLICABILITY

This rate is applicable for wastewater service to non-residential customers who do not receive wastewater service under a different rate schedule.

AVAILABILITY

This rate is available to all non-residential customers which do not qualify to receive wastewater service under any other rate schedules, and includes, but is not limited to banks, barbershops, beauty shops, child care and day care centers, churches, doctor's offices, feed and hardware stores, funeral homes, furniture stores, general offices, hotels, laundries, motels, nurseries and garden centers, professional services, retail businesses, schools and warehouses.

MONTHLY RATES

The monthly rate shall be the sum of the monthly customer charge and the monthly volume charge, as shown below:

Customer charge -

The customer charge shall include

3000 gallons or less \$ 20.60 per month or part thereof

Volume charge

\$ 5.12 per 1,000 gallons of water usage in excess of 3000 gallons, or any part thereof on a pro rata basis, as determined under Determination of Water Usage.

MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be the greater of the following:

1. The customer charge plus the volume charge; or
2. The amount specified in any contract between the customer and the City.

“EXHIBIT A”

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

ALL SERVICES	700	771
<hr/> TARIFF	<hr/> SECTION NO.	<hr/> SHEET NO.
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2014	
<hr/> SECTION TITLE	<hr/> EFFECTIVE DATE	

(Supersedes Rate Change Effective 12/8/2006)

DETERMINATION OF WATER USAGE

The water usage for the purpose of calculating the volume charge under Monthly Rates shall be the metered monthly water consumption for the billing month. If the customer does not receive water service from the City of Brenham, then a monthly estimate of water usage shall be made based upon verifiable data provided by the customer or, if verifiable data is not provided by the customer, an estimate of water usage shall be prepared by the City Manager, or a duly authorized representative. The estimate shall be based upon water consumption at the same location experienced during prior years, actual water consumption at similar locations, or other methods of reasonably estimating water consumption. At the City's discretion, any customer not receiving water service from the City may be required to install, at no cost to the City, a meter on their water supply or service in order to determine water usage.

If a customer can provide verifiable data, acceptable to the City, that a significant portion of the metered water usage does not enter the City's Wastewater System, then the City Manager, or a duly authorized representative, can adjust the metered water usage for determining the volume charge.

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

Wastewater service supplied under this rate schedule is licensed and approved under the Texas Natural Resource Conservation Commission and the Environmental Protection Agency.

RATE SCHEDULE ADMINISTRATION & ASSIGNMENT

Upon request for wastewater service from a prospective customer, the City Manager, or a duly authorized representative, shall assign the appropriate rate classification for wastewater service to the applicant requesting service. This assignment may be based upon information provided by the applicant, or other information available at the time the assignment is made.

If a customer receiving service changes the nature or character of wastewater service requirements, then the City Manager, or a duly authorized representative shall, upon review of the information available pertaining to the revised wastewater service requirement, reassign the customer to the appropriate rate schedule.

“EXHIBIT A”

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

ALL SERVICES	700	772
TARIFF	SECTION NO.	SHEET NO.
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 12/8/2006)

If a prospective or existing customer is eligible to receive wastewater service under more than one of the City's rate schedules, or if the rates charged are unduly burdensome as a result of the customer's technical qualification for a specific rate schedule, then the City Manager, or a duly authorized representative, shall assign the most appropriate rate schedule for wastewater service after consideration of the various service requirements, potential impact on the City's facilities, the potential relative costs of serving the customer, and other available pertinent information.

Each customer who receives individually metered water service from the City, and whose service location is connected to the City's wastewater system, shall receive and pay a bill for wastewater service. Wastewater service shall begin at the same time water service is initiated, and shall continue until such time as water service is discontinued.

Each customer who receives water service from a source other than the City, such as but not limited to a privately owned well, and whose service location is connected to the City's wastewater system, shall receive and pay a bill for wastewater service. The City shall bill for wastewater service continuously unless the owner of the service location certifies, in writing, that the service location is unused and uninhabited.

The City shall only send bills for wastewater service at a service location to the customer receiving the bill for water service at the same service location. The City shall not send partial bills or minimum bills for wastewater service to occupants at a service location who are not individually metered and billed for water service, except that the City may bill customers for wastewater service where the customer is receiving water service from other source.

“EXHIBIT A”

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

ALL SERVICES	700	780
<hr/>	<hr/>	<hr/>
TARIFF	SECTION NO.	SHEET NO.
<hr/>	<hr/>	<hr/>
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 12/8/2006)

INDUSTRIAL WASTEWATER SERVICE

RATE SCHEDULE SW - E

APPLICABILITY

This rate is applicable for wastewater service used for industrial waste as defined in the City of Brenham's Industrial Waste Ordinance.

AVAILABILITY

This rate is available only to industrial customers subject to the provisions of the City of Brenham's Industrial Waste Ordinance.

MONTHLY RATES

The monthly rate shall be the monthly volume charge as shown below, and the BOD₅/TSS Surcharge as determined under BOD₅/TSS Surcharge.

Volume Charge \$ 4.45 per 1000 gallons, or any part thereof on a pro rata basis, as determined Under Determination of Volume.

MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be the greater of the following:

1. The volume charge; or
2. The amount specified in any contract between the customer and the City.

“EXHIBIT A”

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

ALL SERVICES	700	781
TARIFF	SECTION NO.	SHEET NO.
SANITARY SEWER RATE SCHEDULE		
SECTION TITLE	OCTOBER 1, 2014	
	EFFECTIVE DATE	

(Supersedes Rate Change Effective 12/8/2006)

DETERMINATION OF VOLUME

The volume for the purpose of calculating the volume charge under Monthly Rates shall be one of the following:

1. One-hundred percent (100%) of the volume measured on a flow meter at the point of service or as reasonably estimated by the City in the event of a failure of the flow meter; or
2. One-hundred percent (100%) of the metered monthly water consumption for the billing month; or
3. For customers who can provide verifiable data, acceptable to the City, that a significant portion of the metered water usage does not enter the City’s Wastewater System, the volume charge under Monthly Rate will be assessed against seventy-five (75%) of the metered monthly water consumption for the billing month. (On a billing system basis, the adjustment is made by reducing the volume charge under Monthly Rate by twenty-five percent (25%) and applying the rate to one-hundred percent (100%) of the metered monthly water consumption. For billing purposes the table is SW-D.)

For customers not receiving water service from the City of Brenham, then a monthly estimate of water usage shall be made based upon verifiable data provided by the customer or, if verifiable data is not provided by the customer, an estimate of water usage shall be prepared by the City Manager, or a duly authorized representative. The estimate shall be based upon water consumption at the same location experienced during prior years, actual water consumption at similar locations, or other methods of reasonably estimating water consumption. At the City’s discretion, any customer not receiving water service from the City may be required to install, at no cost to the City, a meter on their water supply or service in order to determine water usage.

ALL SERVICES	700	782
TARIFF	SECTION NO.	SHEET NO.
SANITARY SEWER RATE SCHEDULE		
SECTION TITLE	OCTOBER 1, 2014	
	EFFECTIVE DATE	

(Supersedes Rate Change Effective 12/8/2006)

If the customer can provide verifiable data, acceptable to the City that a significant portion of the metered water usage does not enter the City’s Wastewater System, then the City Manager, or a duly authorized representative, can adjust the metered water usage for determining the volume charge.

If the customer receives water service from more than one water supply, the water consumption from each source of water shall be summed for determining the customer’s total water consumption for the purposes of calculating the volume for billing purposes under this section.

BOD₅/TSS SURCHARGE

“EXHIBIT A”

CITY OF BRENHAM

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

Each industrial customer shall pay a monthly surcharge if the customer's discharge of waste has a concentration of biochemical oxygen demand (BOD₅) in excess of 300 milligrams per liter and/or a concentration of total suspended solids (TSS) in excess of 300 milligrams per liter as measured periodically by the City. The monthly surcharge shall be calculated as follows:

$$Cu = Vu(Bu - 300)B + Vu(Su - 300)S$$

Where: Cu is the surcharge, in dollars, to be added to the customer's bill

Vu is the billing volume in thousands of gallons as determined under Determination of Volume

Bu is the measured BOD level in mg/l or 300 mg/l, whichever is greater

B is the unit charge per 1000 gallons, as specified in Unit Charge B

Su is the measured TSS level in mg/l or 300 mg/l, whichever is greater

S is the unit charge per 1000 gallons, as specified in Unit Charge S

1. Unit Charge B

The unit charge for treating one milligram per liter of BOD₅ gallons shall be \$0.004454.

2. Unit Charge S

The unit charge for treating one milligram per liter of TSS gallons shall be \$0.003559.

“EXHIBIT A”

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

ALL SERVICES	700	783
TARIFF	SECTION NO.	SHEET NO.
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 12/8/2006)

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

Sewer service supplied under this rate schedule is licensed and approved under the Texas Natural Resource Conservation Commission and the Environmental protection Agency.

RATE SCHEDULE ADMINISTRATION & ASSIGNMENT

Upon request for wastewater service from a prospective customer, the City Manager, or a duly authorized representative, shall assign the appropriate rate classification for wastewater service to the applicant requesting service. This assignment may be based upon information provided by the applicant, or other information available at the time the assignment is made.

If a customer receiving service changes the nature or character of wastewater service requirements, then the City Manager, or a duly authorized representative shall, upon review of the information available pertaining to the revised wastewater service requirement, reassign the customer to the appropriate rate schedule.

If a prospective or existing customer is eligible to receive wastewater service under more than one of the City's rate schedules, or if the rates charged are unduly burdensome as a result of the customer's technical qualification for a specific rate schedule, then the City Manager, or a duly authorized representative, shall assign the most appropriate rate schedule for wastewater service after consideration of the various service requirements, potential impact on the City's facilities, the potential costs of serving the customer, and other available pertinent information.

Each customer who receives individually metered water service from the City, and whose service location is connected to the City's wastewater system, shall receive and pay a bill for wastewater service. Wastewater service shall begin at the same time water service is initiated, and shall continue until such time as water service is discontinued.

Each customer who receives water service from a source other than the City, such as but not limited to a privately owned well, and whose service location is connected to the City's wastewater system, shall receive and pay a bill for wastewater service. The City shall bill for wastewater service continuously unless the owner of the service location certifies, in writing, that the service location is unused and uninhabited.

The City shall only send bills for wastewater service at a service location to the customer receiving the bill for water service at the same service location. The City shall not send partial bills or minimum bills for wastewater service to occupants at a service location who are not individually metered and billed for water service, except that the City may bill customers for wastewater service where the customer is receiving water service from another source.

“EXHIBIT A”

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

ALL SERVICES	700	790A
TARIFF	SECTION NO.	SHEET NO.
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 9/22/2004)

WASTEWATER TAPPING SERVICE

APPLICABILITY

This rate is applicable to the installation of service taps and service lines for residential, commercial, and/or industrial service.

AVAILABILITY

This rate is available to all customers or prospective customers of the City's Sanitary Sewer.

RATES

- I. The actual tapping of sewer main to provide service to an adjoining lot.

4 inch Service Tap, Service Line	\$450.00
6 inch Service Tap, Service Line	\$450.00

- II. Connection of existing sewer services provided by the Developer.

Hook Up Sewer Fee	\$ 45.00
-------------------	----------

- III. Developments where the City has provided sewer service and the service is available at each individual property.

4 inch	\$200.00
6 inch	\$350.00

TERMS OF PAYMENT

The City shall make advance payments prior to commencement of work. If the amount of advance payment is in excess of the actual cost of the installation, the amount of over payment will be refunded. If the amount of advance payment is less than the actual cost of the installation, the customer will be required to remit the amount of the shortage.

CHARACTER OF SERVICE

Facilities provided under this rate will consist of the installation of an appropriate size tapping Y and the installation of a sufficient amount of an appropriate size service line to allow customer connection at or near the customer's property line.

“EXHIBIT A”

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

ALL SERVICES	700	790B
<hr/>	<hr/>	<hr/>
TARIFF	SECTION NO.	SHEET NO.
<hr/>	<hr/>	<hr/>
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 9/22/2004)	

WASTEWATER DISPOSAL SERVICE

APPLICABILITY

This rate is applicable to commercial businesses for the disposal of wastewater at the Wastewater Treatment Plant.

AVAILABILITY

This rate is available to all commercial businesses for disposal of wastewater subject to the rules, regulations, policies established by the City of Brenham.

RATES

The charge will be \$0.084 per gallon with a minimum charge of \$15.00.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day.

CHARACTER OF SERVICE

Facilities provided under this rate will be provided at the City of Brenham Wastewater Plant for disposal by commercial businesses.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City’s Rules and Regulations in effect from time to time.
2. Service rendered under this schedule may be subject to random sampling for any waste brought to the Wastewater Plant for disposal. Should any sample not meet disposal criteria, future waste may not be accepted.

“EXHIBIT A”

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

ALL SERVICES	700	791A
<hr/> TARIFF	<hr/> SECTION NO.	<hr/> SHEET NO.
<hr/> SANITARY SEWER RATE SCHEDULE	<hr/> OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 1/1/1995)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. In the event the customer desires to increase the size of an existing service, the cost of such enlargement will be equal to the cost of installation of the new size of service.

“EXHIBIT A”

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

ALL SERVICES	700	792
TARIFF	SECTION NO.	SHEET NO.
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 4/1/2012)	

RECLAIMED WHOLESALE WATER

RATE SCHEDULE SW-R

APPLICABILITY

This rate is applicable to all customers that receive Type 1 Reclaimed Water to be used for industrial and manufacturing processing, residential irrigation, irrigation for urban or rural uses, food crops, municipality-owned right-of-way, fire protection, maintenance of off-channel impoundments, toilet flush water, dust control, road construction, construction activities and process water.

AVAILABILITY

This rate is available to all customers who enter into a Reclaimed Water Use Agreement, pay the applicable deposit, and receive Type 1 Reclaimed Water at the Reclaimed Water Station located at 2005 Old Chappell Hill Rd.

RATES

\$4.00 per 1,000 gallons

MINIMUM CHARGES

No minimum charge.

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

Reclaimed water supplied under this rate schedule is Type 1 Reclaimed Water produced at the Brenham Wastewater Treatment Plant that is authorized and approved for re-sale by the Texas Commission on Environmental Quality. (Authorization # R10388001)

SPECIAL CONDITIONS OF SERVICE

1. Where service is rendered from the Reclaimed Bulk Water Station, the customer will be required to pay an initial deposit of three hundred dollars (\$300.00). The customer will also be required to sign a Reclaimed Water Use Agreement prior to usage of the station. The station will have 24 hr. access and will be controlled through individual pin codes per account that are distributed upon compliance with the above requirements.
2. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
3. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.

ORDINANCE NO. O-14-033

AN ORDINANCE AMENDING THE RULES AND REGULATIONS FOR THE CITY OF BRENHAM, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the City Council of the City of Brenham, Texas deems it necessary to change the Rules and Regulations for the rate tariffs for utility services to its customers in order to provide for clarification on billing procedures.

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

SECTION I.

The City Council of the City of Brenham, Texas, does hereby adopt the Rules and Regulations for Rate Tariffs as set forth in the attached Exhibit "A", which is made a part hereof for all purposes pertinent, to be effective with utility billing occurring on or after October 1, 2014.

SECTION II.

This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas. The implementation of rates as set forth herein and on the attached Exhibit "A" shall be effective with utility billing occurring on and after October 1, 2014.

PASSED AND APPROVED on its first reading this the 4th day of September, 2014.

PASSED AND APPROVED on its second reading this the 18th day of September, 2014.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, City Secretary

“EXHIBIT A”

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

ALL SERVICES	1000	1000
<hr/>	<hr/>	<hr/>
TARIFF	SECTION NO.	SHEET NO.
<hr/>	<hr/>	<hr/>
RULES AND REGULATIONS	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 10/22/2001)

RULES AND REGULATIONS

1000 **GENERAL**

The Rules and Regulations contained in this section, along with the Special Conditions of Service contained in the individual rate schedules shall govern the provision of electric, gas, water, and sanitary sewer service by the City. Failure to comply with such rules and regulations shall be considered as sufficient grounds for discontinuance of service.

Where a conflict of provisions exists between the Special Conditions of Service for each individual rate schedule and the rules and regulations contained within this section, the provisions of the Special Conditions of Service shall prevail.

Note: The remainder of this page and pages 1001 and 1002 are reserved for future use.

“EXHIBIT A”

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

ALL SERVICES	1000	1003
TARIFF	SECTION NO.	SHEET NO.
RULES AND REGULATIONS	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/22/2001)	
1001	<u>DEFINITIONS</u>	
City	City of Brenham Texas	
City Council	The City Council of the City of Brenham, Texas	
Customer	Any person, partnership, corporation, governmental agency, cooperative or other	
Connected Load	A customer's connected load is the sum of the continuous rate capacities, or in the absence of such rated capacities, the maximum demand determined by test where necessary of all energy consuming devices on his premises expressed in kilowatts or thousand cubic feet (MCF), as applicable.	
Cubic Foot	The term "cubic foot" shall mean the volume of gas, which occupies one-cubic foot of space at a temperature of 60 Fahrenheit and absolute pressure of 14.65 pounds per square inch. Volumes of gas measured at varying temperature pressure conditions will not be adjusted to these base conditions.	
Demand	The load at the receiving terminals averaged over a specified interval of time expressed in kilowatts or kilovolt-amperes.	
Energy Charge	The charge for the kilowatt-hour used during the billing period, as computed in accordance with the appropriate rate schedule.	
Gallon	A unit of liquid measured equal in volume to 231 cubic inches.	
Horsepower (HP)	The unit of mechanical power representing rate of consumption of power and equivalent to 746 watts.	
Kilowatt (KW)	The unit of electric power representing the rate of consumption equivalent to 1,000 watts.	
Kilovolt (KVA)	The unit of electric power representing the rate of consumption equivalent to one kilowatt at 100% power factor.	
Kilowatt-hour (KWH)	The consumption of energy equivalent to the use of one kilowatt for one hour.	
MCF	The term "MCF" shall mean 1,000 cubic feet of gas.	
Month	The period between two successive monthly meter readings taken as nearly as practicable on the same equivalent day of each calendar month.	
Power Factor	The ratio of the kilowatts to the kilovolt-amperes.	

Note: The remainder of this page and pages 1004 through 1008 are reserved for future use.

“EXHIBIT A”

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

ALL SERVICES TARIFF	1000 SECTION NO.	1009 SHEET NO.
RULES AND REGULATIONS SECTION TITLE	OCTOBER 1, 2014 EFFECTIVE DATE	

(Supersedes Rate Change Effective 10/22/2001)

1002 DESCRIPTION OF SERVICE

Before purchasing or installing equipment and/or facilities, the customer should secure information, in writing, from the City as to the type of service available at the location to be served.

A. Electric Service

The City does not guarantee but, with the cooperation of the customer, will endeavor to furnish a continuous supply of electric power and energy and to maintain voltage and frequency within reasonable limits. The City shall not be liable for any damages, which the customer may sustain by reason of the failure of the supply or variation in service characteristics or phase reversals, nor shall the City be liable for any damages that may result from the use of electrical appliances or from the City's property on the customer's premises.

B. Gas Service

The gas delivered hereunder shall have the following characteristics:

1. Shall be commercially free from objectionable odors, dust or other solid or liquid or gaseous matter.
2. Shall contain not more than one (1) grain of hydrogen sulfide per 100 cubic feet of gas volume. The City shall specify the methods of determining such concentration.
3. Shall not contain more than 20 grains of total sulphur per 100 cubic feet of gas.
4. Shall not contain an amount of moisture exceeding that corresponding to saturation at the temperature and pressure of the gas at the point of deliver

The City shall not be liable to the customer for fluctuations in gas pressure or for failure to supply gas to the customer when said failure is occasioned by fires, strikes, riots, explosions, breakage of lines, water or fluid in lines, accidents to machinery, failure of gas wells or fields, or without limitation by preceding enumeration, any other cause beyond the control of the City. Furthermore, it is understood and agreed that the City shall have the right to be exercised without notice to the customer, to discontinue the supply of gas to the customer when and for such period as it shall become necessary to make repairs to the gas system, to conserve gas for domestic consumption, or to protect service to consumers having a higher classification than the customer.

“EXHIBIT A”

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

ALL SERVICES	1000	1010
<hr/>	<hr/>	<hr/>
TARIFF	SECTION NO.	SHEET NO.
<hr/>	<hr/>	<hr/>
RULES AND REGULATIONS	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 10/22/2001)

C. Water Service:

Water supplied under rate schedule is normally treated surface water approved for public water supply by the Texas Natural Resource Conservation Commission.

D. Sanitary Sewer Service:

Sanitary sewer service shall consist of collection, treatment, and discharge of domestic and industrial wastewaters in a manner acceptable to the Texas Natural Resource Conservation Commission and the United States Environmental Protection Agency. All industrial discharge must comply with the provisions of the City's industrial waste ordinance.

Note: The remainder of this page and pages 1011 through 1012 are reserved for future use.

“EXHIBIT A”

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

ALL SERVICES TARIFF	1000 SECTION NO.	1013 SHEET NO.
RULES AND REGULATIONS SECTION TITLE	OCTOBER 1, 2014 EFFECTIVE DATE	

(Supersedes Rate Change Effective 11/08/2006)

1003 APPLICATION FOR SERVICE

A. General

An application is a request for service and does not in itself obligate the City to serve the customer nor does it bind the customer to take service for a longer period than the minimum requirement of the schedule under which service is to be taken. The customer will be responsible for a fee of \$15.00 per utility account as a connect fee or transfer fee.

B. Residential and Commercial

Application for service may be made at the business office of the City. Each applicant will be required to sign a "Customer Application and Connect Order" form provided by the City.

C. Large Commercial and Industrial

Each applicant will be required to sign a "Customer Application and Connect Order" form provided by the City.

In addition, an applicant may be required to furnish, in writing, complete details regarding the type of service desired, connected load, type of equipment utilizing services, or any other pertinent data desired by the City.

D. Extensions of Service

When service is requested at a location where the City does not have facilities available, or the facilities available are not adequate or suitable for the service requested, the City will establish service only in accordance with its extension policy relating to the type of facility required.

1004 ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT

Each applicant for service will be required to establish or re-establish his credit before service will be rendered.

A. Establishment of Credit

All applicants must make a cash deposit with the City in accordance with the provisions of Section 1005 in order to secure the payment of any bills for service.

B. Re-Establishment of Credit

A former customer whose service has been discontinued for failure to pay his bills as provided in Section 1006 will be in accordance with Section 1005. All balances due the City of Brenham must be paid.

“EXHIBIT A”

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

ALL SERVICES	1000	1014
TARIFF	SECTION NO.	SHEET NO.
RULES AND REGULATIONS		
SECTION TITLE	OCTOBER 1, 2014	
	EFFECTIVE DATE	

(Supersedes Rate Change Effective 11/8/2006)

1005 DEPOSITS

All users of City-owned utilities shall be required to make a deposit prior to obtaining utility service as follows:

Residential Customers

Residential customers who are owner-occupants with any City owned utility service shall pay a cash deposit of \$150. All other residential customers, e.g. renter, shall pay cash deposit of \$250. Temporary service for a period not to exceed 14 days may be obtained without a deposit. A \$300 deposit will be required if service extends past 14 days.

If a residential customer has service at the effective date of this policy, said customer shall not be required to increase his deposit unless service is disconnected. The customer will be responsible for a fee of \$15 as a transfer fee. No interest will be paid on deposits. Upon disconnection of service, the deposits will be applied to the final bill and the excess, if any, shall be refunded to the customer.

Residential Customers:

- a. Owner, Permanent Structure \$ 150.00
- b. Non-Owner, Permanent Structure 250.00
- c. Non-owner, Permanent Structure without Electric or Gas service \$145.00
- d. Temporary Service is granted to a customer for 14 days without a deposit. A \$300 deposit will be required if service extends past 14 days.
- e. Contractor's deposit for each new construction \$100.00

Commercial and Industrial Customers:

Commercial customers shall pay a deposit equal to twice the highest cost of service for two months as calculated by the Utility Billing Department, or \$300, whichever is greater. Commercial customers shall provide to the City as a deposit.

- (a) Cash,
- (b) for deposits under \$1,000 a certificate of deposit in the name of the customer which is automatically renewable with a valid assignment of the certificate on file with the bank, or
- (c) for deposits of \$1,000 and over the money shall be deposited with the City of Brenham with interest being paid to the customer once yearly based on the rate of interest determined by the City.

“EXHIBIT A”

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

ALL SERVICES TARIFF	1000	1015
RULES AND REGULATIONS SECTION TITLE	SECTION NO.	SHEET NO.

OCTOBER 1, 2014

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/22/2001)

In lieu of a cash deposit, the customer may elect to provide any of the following as security for utility service.

- (a) irrevocable letter of credit from a financial institution acceptable to the City with a term over five years.
- (b) irrevocable bond by an insurance company acceptable to the City with a term over five years, or
- (c) real estate utility lien.

The city will release its lien on the funds in writing to the bank upon payment in full of the account and all other sums due the City.

The City does not provide for the refund of any deposit prior to the disconnection of service and payment of the final bill. Customers who are past due over 25 days will have the amount of their deposit revised to the current deposit rate.

A. Amount Required to Re-Establish Credit

The amount of deposit required to re-establish credit for a former customer whose service has been discontinued for failure to pay his bills as provided in Section 1006 will be in accordance with Section 1005. All balances due the City of Brenham must be paid.

B. Return of Deposit

When the service is ordered discontinued by the customer, the deposit will be refunded after disconnection and determination of amount due the City. If there are charges due the City, the deposit will be applied to payment of said charges and any remaining portion will be returned.

1006 DISCONTINUANCE OF SERVICE

A. Customer's request

A customer may request service to be discontinued at any time unless there is a provision to the contrary in the service contract or applicable rate schedule. The customer is responsible for any use of service until the City has had a reasonable time to secure a final reading or to remove the meter. Services will be disconnected only at the written request of the customer.

B. Non-Payment of Bills or Non-Compliance with service contract

The City for failure of the customer to pay bills in accordance with the provisions of Section 1009 or for failure to comply with the terms of his service contract or these rules and regulations may discontinue Service. The account will be final 7 days after disconnection and all deposits will be applied. A new deposit will be required in accordance with Section 1005.

“EXHIBIT A”

CITY OF BRENHAM
200 WEST VULCAN STREET. P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059
1000 1016

ALL SERVICES TARIFF	SECTION NO.	SHEET NO.
RULES AND REGULATIONS	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 10/22/1978)

C. Misrepresentation

The City may discontinue service without notice upon the discovery that the customer has made a misrepresentation to the City regarding the use of service or has in any manner fraudulently entered into the service contract.

D. Unlawful Use of Service

Service may be discontinued if the utility service is obtained in a manner defined in Section 31.04 of the Texas Penal Code adopted in 1973 or in an unlawful manner as determined by any governmental body having jurisdiction. Compliance with any such determination, order, or directive will relieve the City from any liability associated with the discontinuance of service. Payment of all amounts for which the City has not been compensated, including interest and other charges incurred in rendering service to the customer whether or not specifically stated in the applicable rate schedule, shall be due and payable at the time of discontinuance of service.

1007 DISCONNECTION SERVICE CHARGE

When service has been discontinued under the provisions of Section 1006, a charge for reconnection during regular business hours will be made to residential and general service customers in the amount of \$35.00.

No reconnections will be made after normal business hours.

1008 DISPUTED BILLS

When a customer believes that the amount of any bill rendered by the City for service is in error, he should:

- A. Request an explanation of the bill from the City and if this does not solve the matter, he should then,
- B. Request, in writing, an investigation of the matter, setting forth all information relative to the dispute and enclosing with the request an amount equal to the amount of the bill.

The City will investigate the matter promptly and communicate, in writing, its findings to the customer and distribute the amount of money submitted by the customer in accordance with its findings.

The City will not discontinue service nor will the customer's credit be impaired during such investigation. No penalties will accrue while the bill is under dispute.

The customer does not waive any rights he may have by following the procedure set out above.

“EXHIBIT A”

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

ALL SERVICES	1000	1017
TARIFF	SECTION NO.	SHEET NO.
RULES AND REGULATIONS	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 11/8/2006)

1009 PAYMENT OF BILLS

Bills for service will be based upon the metered consumption and computed under the applicable rate schedule

All payments must be received by the City by the due date or placed in the City's night depository prior to 8:00 AM on the first normal City business day following the due date.

Credit card payment option is available only to residential utility customers.

If the customer elects to pay his bill by check, payments shall be considered as made on such day as the City receives the check if and only if the bank on which the check is issued accepted the check. If the bank returns the check, payment will be considered as made when the customer pays his account in cash or at such time as the bank accepts the check on a subsequent attempt to cash the check.

Returned Checks (ISF) - A notice is hung informing the customer that an ISF check has been returned to the City of Brenham Utility Billing Office. The customer has until 9:00 A.M. the following morning to pick up the check. An ISF check charge of \$25.00 will also be due. If the check is not picked up and the bill paid in full plus ISF check charge, utilities will be disconnected.

All Customers, except departments, divisions, and/or agencies of the City, State, and Federal Government, will pay the gross amount of the bill if paid after the due date.

All other bills are due on presentation.

Payment of charges for connection or reconnection of service and payment of initial deposits or reinstated deposits as required under rules of the City shall be made before service will be connected or reconnected.

1010 INSTALLATIONS ON CUSTOMER'S PREMISES

A. Service Lines, Meters, and Other Equipment

All service lines, meters, fixtures, etc., which are installed by the City upon the customer's premises for the purpose of delivering service to the customer, remains the property of the City and may be repaired, replaced, or removed by the City at any time

No rent or other charge whatsoever will be made by the customer against the City for placing or maintaining said service lines, meters, fixtures, etc. upon the customer's premises.

B. Installations

All service meters installed on the customer's premises shall be located either at a point where the service enters the building, or at a point adjacent to the front or rear property line so as to be accessible at all times for inspecting, reading, and testing.

“EXHIBIT A”

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

ALL SERVICES	1000	1018
TARIFF	SECTION NO.	SHEET NO.
RULES AND REGULATIONS	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 11/8/2006)

When it is necessary to install a transformer vault on the customer's premises, the City reserves the right to require the customer to furnish and maintain said vault at his expense in accordance with the City's standards.

The City reserves the right to refuse to render service to any applicant or to any customer where such service will affect service rendered to other customers adversely, or where, in the City's judgment, the customer's equipment to be served is hazardous.

The customer may call in meter readings to the computer room.

1011 METER READING

A. Regularly Scheduled Periods

The City will read its meters at the end of regularly scheduled periods.

B. Estimating Consumption

In the event that the scheduled reading of meters is not possible because of inability to gain access to the meter locations, the City will estimate the consumption and for the periods between actual readings the City will render appropriately marked estimated bills for the periods involved. The bills so provided shall have the same force and effect as if they were based on actual meter readings and shall be paid in accordance with terms of the applicable rate schedule and Section 1009.

1012 METERS

A. Meter Tests on Request of Customers

The City will upon the request of a customer, and if he so desires in his presence or in that of his authorized representative, make without charge a test of the accuracy of the customer's meter. The test shall be made during the City's normal working hours at a time convenient to the customer if he desires to observe the test. The test shall be made preferably on the customer's premises, but may, at the City's discretion, be made at the City's test laboratory. If the meter has been tested by the City, or by an authorized agency, at the customer's request, and within a period of four years the customer requests a new test, the City will make the test, but if the meter is found to be within the accuracy standards established by the American National Standards Institute, Incorporated, or the American Water Works Association, the customer will be responsible for the cost to test the meter. The minimum charge will be \$35.00. Following the completion of any requested test, the City will promptly advise the customer of the date of removal of the meter, the date of the test, the result of the test, and who made the test.

“EXHIBIT A”

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

ALL SERVICES	1000	1019
TARIFF	SECTION NO.	SHEET NO.
RULES AND REGULATIONS	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 10/22/2001)

B. Bill Adjustment Due to Meter Error

If any meter is found to be outside of the accuracy standards established by the American National Standards Institute, Inc. or the American Water Works Association, proper correction shall be made of previous readings for the period of six months immediately preceding the removal of such meter from service for test, or from the time the meter was in service since last tested but not exceeding six months, as the meter shall have been shown to be in error by such test, an adjusted bills shall be rendered. Refunds will only be made to the customer last served by the meter prior to testing. If a meter is found not to register for any period, unless bypassed or tampered with, the City will make a charge for units used but not metered for a period not to exceed three months based on amount used under similar conditions during the period preceding or subsequent thereto or during corresponding periods in previous years.

C. Metered Consumptions Not Combined

For the purpose of calculating charges each meter on the customer's premises will be considered separately, and the consumptions recorded by two or more meters will not be combined except as follows:

1. Where the combination of metered consumptions are specifically provided for in rate schedules.
2. Where the maintenance of adequate service and/or where the City's operating convenience shall require the installation of two or more meters upon the customer's premises instead of one meter.

1013 INTERRUPTION OF SERVICE

- A. The City will exercise reasonable diligence and care to avoid any interruptions of service. The City shall not be liable for any damages or claims arising from any failure to deliver service to the customer, which failure in any way or manner results from failure of its facilities however caused or from failure of any supplier to provide necessary products, materials, or services necessary to the continuity of service.
- B. The City, whenever it shall find it necessary for the purpose of making repairs or improvements to its system, will have the right to suspend temporarily the delivery of service. Normally, a reasonable notice will be given to the customers of the proposed suspension when it occurs other than under emergency conditions. The making of such repairs or improvements will be carried out as rapidly as practicable to cause the least inconvenience to the customer.

“EXHIBIT A”

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

ALL SERVICES	1000	1020
TARIFF	SECTION NO.	SHEET NO.
RULES AND REGULATIONS	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Range Change Effective 10/22/2001)

1014 RIGHT OF ACCESS TO CUSTOMER'S PREMISES

The City shall have the right to remove its property installed on the customer's premises at the termination or discontinuance of service.

1015 SERVICE CONNECTIONS MADE BY EMPLOYEES

Only duly authorized employees of the City are allowed to connect the customer's service to or disconnect the same from the City's facilities.

The customer will be required to be present and open his building during normal City working hours for the purpose of lighting pilots on natural gas appliances at the time of connection to the gas system.

No connections of service will be made after normal City working hours.

1016 CUSTOMER'S FACILITIES FOR RECEIVING SERVICE

In addition to the requirements set forth herein, the customer's facilities for receiving service shall comply with all regulations contained within or referred to by the Code of Ordinances, City of Brenham, Texas, prior to the connection of utility service.

1017 BILLING PROCEDURES

Utility bills are calculated on actual usage and are pro-rated only in the following situations:

1. Commercial sanitation pick-up charges and dumpster charges are pro-rated when a customer connects or disconnects.
- 2.
- 3.
4. Any customer who has residential utility service with the City shall be subject to charges for garbage service per Section 800, Sheet 812.
5. New customers connected for less than 5 days will be billed only for connection fees. Customers will be billed for services after connected for 6 days.

ALL SERVICES	1000	1021
TARIFF	SECTION NO.	SHEET NO.

“EXHIBIT A”

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

RULES AND REGULATIONS

OCTOBER 1, 2014

SECTION TITLE

EFFECTIVE DATE

Supersedes Rate Change Effective 10/22/2001)

1018 CHANGES IN RATES, RULES AND REGULATIONS

The rates, rules, and regulations contained in this tariff may be changed from time to time by the City Council.

New rates, rules, and regulations shall become effective on the date specified thereon and shall on the date alter, amend, supersede, or replace, as the case may be, any existing rates, rules, and/or regulations.

This exercise of the authority granted to the City Council shall be pursuant to and in accordance with the directives of any governmental body having jurisdiction in this area over the City.



AGENDA ITEM 6

DATE OF MEETING: September 18, 2014	DATE SUBMITTED: September 15, 2014	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Jeana Bellinger	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input checked="" type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Presentation and Update Regarding Article III, Section 14, Salaries, of the City of Brenham's Charter		
SUMMARY STATEMENT: See attached memo.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Memo from City Secretary, Jeana Bellinger; and (2) Salary/compensation research from other cities		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Discussion only.		
APPROVALS: Terry K. Roberts		



To: Mayor and Council
From: Jeana Bellinger
Subject: Charter Research
Article III, Section 14 (Salaries)
Date: September 15, 2014

In response to Councilmember Goss' request that research be done on salary and compensation paid to Mayors and Councilmembers in other cities, I used the 2014 *Texas State Directory* to locate cities with populations in the 10,000 to 20,000 range. Since there were a total of 94 cities that fit my population criteria, I asked the City Manager to randomly select 20 cities for my research.

The following cities were chosen:

Athens	Midlothian
Belton	Mineral Wells
Boerne	Mount Pleasant
Brownwood	Palestine
Ennis	Port Lavaca
Fredericksburg	Portland
Jacksonville	Stephenville
Kilgore	Taylor
Lakeway	Tomball
Lockhart	Uvalde

In an effort to gather the correct information, phone calls were made to the City Secretary in each of the 20 cities and the following questions were asked:

1. How often does your Council meet? What time are the meetings? On average, how long to they last?
2. What is the average age of your council? Is the majority of your Council retired or employed?

3. Is your Mayor/Council paid a salary? If so how much and how often?
4. Does your Mayor/Council receive any other type of compensation (i.e. car allowance, expense allowance, cell phones, i-Pads, etc...)?
5. Does your Mayor/Council receive reimbursement for “local” expenses (i.e. travel to/from ribbon cuttings, lunch with staff members, community meetings, etc...)?
6. Does the City pay for your Mayor/Council to attend “out-of-town” conferences, seminars and other continuing education programs? If so, what expenses would the City pay for them (i.e. registration, mileage, meals, hotel, etc...)?

During my research of salary and compensation, Councilmember Williams called and requested that I also research the history of Brenham’s salary for the Mayor and Council. In order to obtain historical salary information, my office researched old council minutes and election records, dating back to 1921.

While I have attached the details of my research for your review, this memo will provide you a brief synopsis of the results.

History of Brenham’s Salary/Compensation

- The earliest mention of the Mayor/Council receiving a salary was in February, 1921.
- Prior to 1985, salary adjustments were discussed and decided upon by the Council during a regular City Council meeting.
- The Mayor/Council salaries were added to the City’s Charter in 1985. The monthly compensation proposed at that time was \$200 for the Mayor and \$150 for Council. The proposition passed with a vote of 574 (83%) citizens in favor and 115 (17%) against.
- Salaries were again amended via a Charter Election 1993. The monthly compensation proposed at that time was \$275 for the Mayor and \$225 for Council. The 1993 proposition passed with a vote of 969 (61%) citizens in favor and 618 (39%) against.
- Since 1921, the Mayor and Council have received two expense allowance adjustments. The first in 1962 authorized the Mayor to receive \$50 a month and Councilmembers \$25 a month for expenses. These amounts were increased in 1999 to \$100 a month for the Mayor and \$50 a month for Councilmembers.

Salary/Compensation Research

- The City of Brownwood is the only city surveyed that holds daytime meetings (9:00 a.m.).
- A majority of the cities (16 out of the 20 surveyed) hold two meetings per month.
- The average age of all the Mayors/Councilmembers was 52. The Cities of Stephenville and Lockhart have the youngest governing body – both with an average age of 35.
- The majority of Council members are actively employed versus being retired.
- The City of Belton pays the least – only \$1 per year.
- The highest paying City was Port Lavaca. The Mayor is paid \$600 per month. Councilmembers are paid \$300 a month. The next closest cities were Fredericksburg and Lockhart.
- A majority of the cities (Athens, Brownwood, Ennis, Midlothian, Mineral Wells, Portland, and Tomball) pay their Mayor and Council on a per meeting basis. The per-meeting pay ranges from \$10 to \$125.
- Several cities provide a monthly stipend for expenses ranging from \$1 to \$750. These cities are Boerne, Lockhart, Mount Pleasant, and Tomball. There was only one city (Lockhart) that also provides their Mayor with a car allowance of \$3,000 a year.
- The City of Lockhart also pays \$50 a month for internet service in the homes of the Mayor and Councilmembers.
- A couple of cities (Midlothian and Taylor) provide their Mayor and Councilmembers with i-Pads and data plans for the i-Pads.

Since the salaries of the Mayor and Council are a part of the City's Charter, any adjustment to the amount will require voter approval. As it is currently written, the language contained in the salary section in the Charter is satisfactory. However, if a majority of the Council would like to recommend a change in salary for voter approval, the Council will need to direct staff accordingly.

As always, if you have any questions about anything contained in the memo or the corresponding research, please do not hesitate to contact me directly.

**CITY OF BRENHAM
 CHARTER RESEARCH
 ARTICLE III, SECTION 14 (SALARIES)**

Council Minutes (February 28, 1921)

Salary

Mayor	\$	933.20	Year
Council	\$	424.00	Year

Council Minutes (February 20, 1950)

Salary

Mayor	\$	20.00	Month
Council	\$	10.00	Month

Council Minutes (December 17, 1962)

Expense Allowance

Mayor	\$	50.00	Month
Council	\$	25.00	Month

Charter Election (April 6, 1985)

Salary

Mayor	\$	200.00	Month	<i>* Increased from \$100</i>
Council	\$	150.00	Month	<i>* Increased from \$75</i>

Charter Election (May 1, 1993)

Salary

Mayor	\$	275.00	Month	<i>* Increased from \$200</i>
Council	\$	225.00	Month	<i>* Increased from \$150</i>

Memo from City Manager (January 1, 1999)

Expense Allowance

Mayor	\$	100.00	Month
Council	\$	50.00	Month

Current Salary			
Salary			
Mayor	\$	275.00	Month
Council	\$	225.00	Month
Expense Allowance			
Mayor	\$	100.00	Month
Council	\$	50.00	Month

**CITY OF BRENHAM - CHARTER RESEARCH
RELATED TO ARTICLE III, SECTION 14 - SALARIES**

CITY	POP	No.	MEETINGS				CITY COUNCIL	
			# of Meetings	Meet How Often	Meeting Time	Average Length	Average Age	Employment Status
Athens	12,710	5	2	Monthly	5:30 p.m.	1 hour	50	Employed
Belton	18,981	7	2	Monthly	5:30 p.m.	1.5 hours	50	Employed
Boerne	10,471	6	2	Monthly	6:00 p.m.	2.5 hours	50	Employed
Brownwood	19,288	6	2	Monthly	9:00 a.m.	1 hour	60	Employed
Ennis	18,513	7	2	Monthly	7:00 p.m.	1.5 hours	42	Employed
Fredericksburg	10,530	5	2	Monthly	7:00 p.m.	2 hours	60	Self-Employed
Jacksonville	14,544	5	1	Monthly	6:00 p.m.	1.5 hours	55	Employed
Kilgore	12,975	5	2	Monthly	5:30 p.m.	1.5 hours	55	Employed
Midlothian	19,500	7	2	Monthly	6:00 p.m.	2.5 hours	70	Retired
Mineral Wells	16,800	7	2	Monthly	6:00 p.m.	1 hour	45	Employed
Mount Pleasant	15,564	6	2	Monthly	6:00 p.m.	1 hour	55	Employed
Palestine	18,712	7	2	Monthly	5:30 p.m.	2 hours	50	Self-Employed
Port Lavaca	12,248	7	1	Monthly	6:30 p.m.	1.5 hours	60	Retired
Portland	15,099	7	2	Monthly	7:00 p.m.	1 hour	60	Employed
Stephenville	17,123	8	1	Monthly	5:30 p.m.	2.5 hours	35	Employed
Tomball	10,753	6	2	Monthly	6:00 p.m.	1.5 hours	51	Employed
Uvalde	15,751	6	2	Monthly	6:00 p.m.	3 hours	55	Employed

Cities in same TML Region (Region 10: Highland Lakes Region, Austin Area)

Lakeway	12,459	7	1	Monthly	5:15 p.m.	1 hour	60	Retired
Lockhart	12,913	7	2	Monthly	6:30 p.m.	2 hours	35	Employed
Taylor	16,080	5	2	Monthly	6:00 p.m.	3 hours	50	Employed

CITY OF BRENHAM - CHARTER RESEARCH
ARTICLE III, SECTION 14 - SALARIES
(Cities with Population 10,000 to 20,000)

CITY	POP	#	MAYOR							COUNCIL MEMBERS					
			Salary	Paid How Often	Other Compensation ^(A)	Local Expenses ^(B)	Continuing Ed ^(C)	Travel Expenses ^(D)	Salary	Paid How Often	Other Compensation ^(A)	Local Expenses ^(B)	Continuing Ed ^(C)	Travel Expenses ^(D)	
Athens	12,710	5	\$ 10	Meeting	None	None	Yes	All	\$ 10	Meeting	None	None	Yes	All	
Belton	18,981	7	\$ 1	Year	None	None	Yes	All	\$ 1	Year	None	None	Yes	All	
Boerne	10,471	6	\$ -		\$200 ⁽¹⁾	Yes	Yes	All	\$ -		\$150 ⁽¹⁾	Yes	Yes	All	
Brownwood	19,288	6	\$ 50	Meeting	None	None	Yes	All	\$ 50	Meeting	None	None	Yes	All	
Ennis	18,513	7	\$ 10	Meeting	None	None	Yes	All	\$ 10	Meeting	None	None	Yes	All	
Fredericksburg	10,530	5	\$ 400	Month	None	None	Yes	All	\$ 250	Month	None	None	Yes	All	
Jacksonville	14,544	5	\$ -		None	None	Yes	All	\$ -		None	None	Yes	All	
Kilgore	12,975	5	\$ -		None	None	Yes	All	\$ -		None	None	Yes	All	
Midlothian	19,500	7	\$ 125	Meeting	I-Pad data plan	None	Yes	All	\$ 75	Meeting	I-Pad data plan	None	Yes	All	
Mineral Wells	16,800	7	\$ 10	Meeting	None	None	Yes	All	\$ 10	Meeting	None	None	Yes	All	
Mount Pleasant	15,564	6	\$ -		\$50 ⁽²⁾	Yes	TML Only	All	\$ -		\$25 ⁽²⁾	Yes	TML Only	All	
Palestine	18,712	7	\$ 1,200	Year	None	None	Yes	All	\$ 800	Year	None	None	Yes	All	
Port Lavaca	12,248	7	\$ 600	Month	None	None	Yes	All	\$ 300	Month	None	None	Yes	All	
Portland	15,099	7	\$ 20	Meeting	None	None	Yes	All	\$ 10	Meeting	None	None	Yes	All	
Stephenville	17,123	8	\$ 1,200	Year	None	None	Yes	All	\$ 600	Year	None	None	Yes	All	
Tomball	10,753	6	\$ 100	Meeting	\$750 ⁽³⁾	None	Yes	None	\$ 100	Meeting	None	None	Yes	All	
Uvalde	15,751	6	\$ 25	Month	None	None	Yes	All	\$ 25	Month	None	None	Yes	All	
Cities in same TML Region (Region 10: Highland Lakes Region, Austin Area)															
Lakeway	12,459	7	\$ -		None	None	Yes	All	\$ -		None	None	Yes	All	
Lockhart	12,913	7	\$ 600	Month	\$3,000; \$50 ⁽⁴⁾	None	Yes	All	\$ 250	Month	\$50 ⁽³⁾	None	Yes	All	
Taylor	16,080	5	\$ 25	Month	Cell phone, I-Pad	None	Yes	All	\$ 25	Month	Cell phone, I-Pad	None	Yes	All	

(1) \$200 monthly stipend for expenses
(2) \$50 monthly stipend for expenses
(3) \$750 monthly expense stipend
(4) \$3,000 annual car allowance: \$50 monthly for home internet service

(1) \$150 monthly stipend for expenses
(2) \$25 monthly stipend for expenses
(3) \$50 monthly for home internet service

NOTES:
A = Other compensation received (i.e. expense stipend, car allowance, cell phone, home internet services, etc....)
B = Expenses related to local meetings and/or events (i.e. a ribbon cutting, lunch with staff member, council meetings, etc....)
C = Continuing Ed meetings include conferences, seminars, memberships and/or training classes (i.e. TML Conference)
D = Expenses related to travel to/from educational meetings and/or events (See Item C)



AGENDA ITEM 7

DATE OF MEETING: September 18, 2014	DATE SUBMITTED: September 15, 2014	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Jeana Bellinger	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input checked="" type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Presentation and Update Regarding Articles VI and VII of the City of Brenham's Charter		
SUMMARY STATEMENT: The City Attorney and I will be presenting recommended changes to Articles VI (Taxation) and VII (Miscellaneous Provisions).		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: None		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Discussion only.		
APPROVALS: Terry K. Roberts		



AGENDA ITEM 8

DATE OF MEETING: September 18, 2014	DATE SUBMITTED: September 15, 2014	
DEPT. OF ORIGIN: Finance	SUBMITTED BY: Carolyn D. Miller	
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-14-034 on Its Second Reading Adopting the Budget for Fiscal Year Beginning October 1, 2014 and Ending September 30, 2015 and Take Record Vote.		
SUMMARY STATEMENT: The Fiscal Year 2014-15 Proposed Budget has been developed in compliance with the Property Tax Code, Local Government Code and the City Charter. A property tax rate of \$0.4912 per \$100 valuation is necessary to fund the proposed budget, which is on the City's website, on file with the City Secretary, Washington County Clerk, and at the Nancy Carol Roberts Memorial Library. Because of the recent passage of Senate Bill (S.B.) 656, city council's vote to adopt a budget is required to be a record vote. <b style="text-align: center;">COUNCIL MUST TAKE A RECORD VOTE ON THIS ITEM		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Ordinance O-14-034 with Exhibit A		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve Ordinance O-14-034 on its second reading adopting the budget for fiscal year beginning October 1, 2014 and ending September 30, 2015.		
APPROVALS: Terry K. Roberts		

ORDINANCE NO. O-14-034

AN ORDINANCE ADOPTING A BUDGET FOR THE CITY OF BRENHAM, TEXAS FOR THE FISCAL YEAR 2014-15; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Brenham, Texas, has prepared a budget for the fiscal year October 1, 2014 through September 30, 2015 and has filed same with the City Secretary and has held public hearings on same, all after due notice as required by statute.

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

SECTION I.

That the City Council of the City of Brenham, Texas does hereby adopt the Budget for the City of Brenham, Texas, for the fiscal year October 1, 2014 through September 30, 2015 as shown in the attached Exhibit "A", which is incorporated herein as though copied herein verbatim.

SECTION II.

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

SECTION III.

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

PASSED AND APPROVED on its first reading this the 4th day of September, 2014.

PASSED AND ADOPTED on its second reading this the 18th day of September, 2014.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, City Secretary

Cary Bovey, City Attorney

**CITY OF BRENHAM
COMBINED FUND SUMMARY
FY14-15 BUDGET**

	GENERAL FUND									COMPONENT UNIT		SPECIAL REVENUE FUNDS			
	GENERAL	EMER MGMT	POLICE DEPT GRANTS	MOTOR/ PD EQUIP	PUBLIC SAFETY	DONA- TIONS	FIRE DEPT GRANTS	EQUIP- MENT	DEBT	BCDC	BCAP PROJ	HOTEL/ MOTEL	HOTEL/ TAX CNTY	CRIM LAW ENFORCE	COURTS TECH
BEGINNING BALANCE	\$4,242,954	\$12,193	\$0	\$0	\$1,363	\$863,991	\$0	\$58,221	\$552,887	\$967,218	\$657,000	\$314,535	\$3,604	\$9,297	\$92,531
REVENUES															
AD VALOREM TAX	3,167,514								2,229,408						
SALES TAX	4,483,432									1,494,477					
FRANCHISE TAX	2,748,667														
OTHER TAX	370,800											575,000	90,000		
LICENSES AND PERMITS	88,300														
INTERGOVERNMENTAL (1)	301,693								259,400						
CHARGES FOR SERVICES	283,100														41,500
FINES AND FORFEITURES	750,644														
INTEREST/PENALTY	950								13,210	250		100		20	
CONTRIBUTIONS AND DONATIONS		1,000				454,530	1,000								
MISCELLANEOUS REVENUE	308,636		36,270	3,000	3,500					3,376				5,000	
TRANSFERS IN	3,823,529							585,600	3,049,318						
DEBT/LEASE PROCEEDS															
TOTAL OPERATING RESOURCES	\$16,327,265	\$1,000	\$36,270	\$3,000	\$3,500	\$454,530	\$1,000	\$585,600	\$5,551,336	\$1,498,103	\$0	\$575,100	\$90,000	\$5,020	\$41,500
DEPARTMENT EXPENDITURES															
ADMINISTRATION	1,107,912														
DEVELOPMENT SERVICES	375,387														
HUMAN RESOURCES	192,625														
MAIN STREET	141,688														
MAINTENANCE	705,121														
FINANCE	976,418														
PURCHASING/WAREHOUSE	270,869														
STREETS	1,454,692														
PARKS (1)	1,119,778														
LIBRARY (1)	407,170														
AIRPORT	136,699														
RECREATION	261,082														
AQUATIC CENTER	770,890														
CITY COMMUNICATIONS (1)	260,967														
COMMUNICATIONS	0														
POLICE (1)	3,937,445														
FIRE	1,684,693														
ANIMAL SHELTER/CONTROL (1)	326,934														
MUNICIPAL COURT	398,461														
PUBLIC WORKS	173,722														
INFORMATION TECHNOLOGY (1)	639,904														
EMERGENCY MANAGEMENT		5,000													
POLICE DEPARTMENT GRANTS			36,270												
MOTORCYCLE/PD EQUIPMENT				3,000											
PUBLIC SAFETY TRAINING					3,300										
DONATIONS						28,600									
FIRE DEPARTMENT GRANTS							1,000								
EQUIPMENT								643,821							
BCDC										534,830					
BCDC CAPITAL PROJECT											657,000				
HOTEL/MOTEL												528,725	90,000		
CRIMINAL LAW ENFORCEMENT														0	
COURTS TECHNOLOGY/SECURITY															21,325
AIRPORT															
CAPITAL LEASES															
2014 CAPITAL PROJECTS															
PARKS SPECIAL REVENUE															
STREETS AND DRAINAGE															
US 290 PASS THRU FINANCE															
UTILITY CUSTOMER SERVICE															
PUBLIC UTILITIES															
ELECTRIC															
GAS															
WATER TREATMENT															
WATER CONSTRUCTION															
WASTEWATER CONSTRUCTION															
WASTEWATER TREATMENT															
TRANSFER STATION															
COLLECTION STATION															
RECYCLING CENTER															
COLLECTION															
CENTRAL FLEET															
WORKERS' COMPENSATION															
MEDICAL INSURANCE															
SUBTOTAL DEPARTMENT	15,342,457	5,000	36,270	3,000	3,300	28,600	1,000	643,821	0	534,830	657,000	528,725	90,000	0	21,325
OTHER EXPENDITURES															
SOURCE COST															
FRANCHISE TAX															
DEBT SERVICE									5,737,016						
NON-DEPT AND MISC	399,208														
SUBTOTAL OTHER	399,208	0	0	0	0	0	0	0	5,737,016	0	0	0	0	0	0
TRANSFERS OUT	585,600					1,224,139				963,273		74,527			15,000
TOTAL EXPENDITURES	\$16,327,265	\$5,000	\$36,270	\$3,000	\$3,300	\$1,252,739	\$1,000	\$643,821	\$5,737,016	\$1,498,103	\$657,000	\$603,252	\$90,000	\$0	\$36,325
CHANGE IN FUND BALANCE	0	(4,000)	0	0	200	(798,209)	0	(58,221)	(185,680)	0	(657,000)	(28,152)	0	5,020	5,175
ENDING FUND BALANCE	\$4,242,954	\$8,193	\$0	\$0	\$1,563	\$65,782	\$0	\$0	\$367,207	\$967,218	\$0	\$286,383	\$3,604	\$14,317	\$97,706

(1) Intergovernmental includes inter-local agreements that are budgeted as contra-expenses in departments.

**CITY OF BRENHAM
COMBINED FUND SUMMARY
FY14-15 BUDGET**

EXHIBIT A

	CAPITAL PROJECT FUNDS					ENTERPRISE FUNDS					INTERNAL SERVICE FUNDS			TOTAL	
	AIRPORT CAPITAL	CAPITAL LEASES	2014 CAP PROJ	PARKS CAP IMPROV	STREET DRAINAGE	290 PASS THRU	ELECTRIC	GAS	WATER	WASTE- WATER	SANI- TATION	CENTRAL FLEET	WORKERS' COMP		MEDICAL INS
BEGINNING BALANCE	\$177,216	\$0	\$3,936,575	\$9,054	\$2,425,209	\$4,877,959	\$5,957,496	\$1,465,923	\$2,037,075	\$606,466	\$881,001	\$235,813	\$396,109	\$88,234	\$30,869,923
REVENUES															
AD VALOREM TAX															5,396,922
SALES TAX															5,977,909
FRANCHISE TAX															2,748,667
OTHER TAX															1,035,800
LICENSES AND PERMITS															88,300
INTERGOVERNMENTAL (1)															561,093
CHARGES FOR SERVICES							26,603,756	3,750,290	4,184,571	3,690,575	2,508,083	110,800	140,745		41,313,420
FINES AND FORFEITURES															750,644
INTEREST/PENALTY			165,587		400	3,001,200	13,884	500	1,050	770	286		50		3,198,257
CONTRIBUTIONS AND DONATIONS				6,000											462,530
MISCELLANEOUS REVENUE	1,525,174														1,884,956
TRANSFERS IN			1,224,139	227,955			621,115	4,600	19,800	9,700	27,600				9,593,356
DEBT/LEASE PROCEEDS		164,490													164,490
TOTAL OPERATING RESOURCES	\$1,525,174	\$164,490	\$1,389,726	\$233,955	\$400	\$3,001,200	\$27,238,755	\$3,755,390	\$4,205,421	\$3,701,045	\$2,535,969	\$110,800	\$140,795	\$0	\$73,176,344
DEPARTMENT EXPENDITURES															
ADMINISTRATION															1,107,912
DEVELOPMENT SERVICES															375,387
HUMAN RESOURCES															192,625
MAIN STREET															141,688
MAINTENANCE															705,121
FINANCE															976,418
PURCHASING/WAREHOUSE															270,869
STREETS															1,454,692
PARKS (1)															1,119,778
LIBRARY (1)															407,170
AIRPORT															136,699
RECREATION															261,082
AQUATIC CENTER															770,890
CITY COMMUNICATIONS (1)															260,967
COMMUNICATIONS															0
POLICE (1)															3,937,445
FIRE															1,684,693
ANIMAL SHELTER/CONTROL (1)															326,934
MUNICIPAL COURT															398,461
PUBLIC WORKS															173,722
INFORMATION TECHNOLOGY (1)															639,904
EMERGENCY MANAGEMENT															5,000
POLICE DEPARTMENT GRANTS															36,270
MOTORCYCLE/PD EQUIPMENT															3,000
PUBLIC SAFETY TRAINING															3,300
DONATIONS															28,600
FIRE DEPARTMENT GRANTS															1,000
EQUIPMENT															643,821
BCDC															534,830
BCDC CAPITAL PROJECT															657,000
HOTEL/MOTEL															618,725
CRIMINAL LAW ENFORCEMENT															0
COURTS TECHNOLOGY/SECURITY															21,325
AIRPORT	1,694,638														1,694,638
CAPITAL LEASES		164,490													164,490
2014 CAPITAL PROJECTS			5,012,000												5,012,000
PARKS SPECIAL REVENUE				227,955											227,955
STREETS AND DRAINAGE					850,609										850,609
US 290 PASS THRU FINANCE						0									0
UTILITY CUSTOMER SERVICE							489,056								489,056
PUBLIC UTILITIES							961,189								961,189
ELECTRIC							2,632,906								2,632,906
GAS								617,414							617,414
WATER TREATMENT									1,581,921						1,581,921
WATER CONSTRUCTION									1,027,582						1,027,582
WASTEWATER CONSTRUCTION										432,356					432,356
WASTEWATER TREATMENT										1,212,344					1,212,344
TRANSFER STATION											734,276				734,276
COLLECTION STATION											401,392				401,392
RECYCLING CENTER											170,852				170,852
COLLECTION											576,104				576,104
CENTRAL FLEET												70,000			70,000
WORKERS' COMPENSATION													92,300		92,300
MEDICAL INSURANCE														0	0
SUBTOTAL DEPARTMENT	1,694,638	164,490	5,012,000	227,955	850,609	0	4,083,151	617,414	2,609,503	1,644,700	1,882,624	70,000	92,300	0	36,844,712
OTHER EXPENDITURES															
SOURCE COST							20,068,002	2,196,358	291,900						22,556,260
FRANCHISE TAX							1,821,701	261,594	285,231	249,851	59,209				2,677,586
DEBT SERVICE							9,564	2,033	819,088	1,346,789	3,550				7,918,040
NON-DEPT AND MISC							57,900	2,100	21,500	7,980	9,700				498,388
SUBTOTAL OTHER	0	0	0	0	0	0	21,957,167	2,462,085	1,417,719	1,604,620	72,459	0	0	0	33,650,274
TRANSFERS OUT						2,480,000	1,870,012	562,704	575,690	470,229	413,048		270,900	88,234	9,593,356
TOTAL EXPENDITURES	\$1,694,638	\$164,490	\$5,012,000	\$227,955	\$850,609	\$2,480,000	\$27,910,330	\$3,642,203	\$4,602,912	\$3,719,549	\$2,368,131	\$70,000	\$363,200	\$88,234	\$80,088,342
CHANGE IN FUND BALANCE	(169,464)	0	(3,622,274)	6,000	(850,209)	521,200	(671,575)	113,187	(397,491)	(18,504)	167,838	40,800	(222,405)	(88,234)	(6,911,998)
ENDING FUND BALANCE	\$7,752	\$0	\$314,301	\$15,054	\$1,575,000	\$5,399,159	\$5,285,921	\$1,579,111	\$1,639,585	\$587,963	\$1,048,839	\$276,613	\$173,704	\$0	\$23,957,925



AGENDA ITEM 9

DATE OF MEETING: September 18, 2014	DATE SUBMITTED: September 15, 2014	
DEPT. OF ORIGIN: Finance	SUBMITTED BY: Carolyn D. Miller	
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-14-035 on Its Second Reading Levying Taxes for the Tax Year 2014 for the City of Brenham at \$0.4912 per \$100 Valuation.		
<p>SUMMARY STATEMENT: The FY2014-15 Proposed Budget includes a tax rate of \$0.4912 per \$100 valuation which has two components: maintenance and operations (M&O) and interest and sinking (I&S). The proposed tax rate of \$0.4912 will allocate \$0.2890 to the General Fund for M&O expenditures and the balance of \$0.2022 will be allocated to the Debt Service Fund for principal and interest obligations. The proposed tax rate of \$0.4912 is below the effective rate of \$0.5542 and below the rollback rate of \$0.4921.</p> <p>The City has complied with all of the notices, publications, and public hearings as required by the Tax Code. Unlike in prior years, because this year's tax rate raises less revenue than last year, the Tax Code does not specify the wording of the motion to adopt the tax rate. Therefore, the following motion (or similar wording) is sufficient for the adoption of the tax levy ordinance:</p> <p style="text-align: center;">“I move that we approve an ordinance on its second reading levying taxes for the Tax Year 2014 for the City of Brenham at \$0.4912 per \$100 valuation.”</p>		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Ordinance O-14-035		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve Ordinance O-14-035 on its second reading levying taxes for the Tax Year 2014 at \$0.4912 per \$100 valuation.		
APPROVALS: Terry K. Roberts		

ORDINANCE NO. O-14-035

AN ORDINANCE LEVYING TAXES FOR THE TAX YEAR 2014 FOR THE CITY OF BRENHAM, TEXAS AND PROVIDING AN EFFECTIVE DATE.

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

SECTION I.

That there be and is hereby levied an ad valorem tax of \$0.2890 on each one hundred dollars worth of property owned and situated within the City Limits of the City of Brenham, Texas, both real and personal and mixed, for General Fund maintenance and operating purposes for the Tax Year 2014.

SECTION II.

That there be and is hereby levied for the use of the City of Brenham, for the Tax Year 2014, an ad valorem tax of \$0.2022 on each one hundred dollars worth of real, personal and mixed property owned and situated in the City Limits of the City of Brenham, Texas, for the payment of principal and interest on all outstanding bonds and lease payments, not otherwise provided for, of the City of Brenham.

SECTION III.

Wherefore, the combined tax rate in accordance with V.T.C.A. Tax Code Section 26.05 shall be \$0.4912 on each one hundred dollars worth of real, personal, and mixed property of owned and situated within the City Limits of the City of Brenham, Texas.

SECTION IV.

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

PASSED AND APPROVED on its first reading this the 4th day of September, 2014.

PASSED AND ADOPTED on its second reading this the 18th day of September, 2014.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, City Secretary

Cary Bovey, City Attorney



AGENDA ITEM 10

DATE OF MEETING: September 18, 2014	DATE SUBMITTED: September 15, 2014	
DEPT. OF ORIGIN: Police Department	SUBMITTED BY: Rex L. Phelps	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input checked="" type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 5, Animal and Fowl, of the Code of Ordinances of the City of Brenham, Texas Designating a Caretaker of Impounded Animals		
SUMMARY STATEMENT: In 2012 the Texas State Board of Veterinary Medical Examiners affirmed the need for a vet/patient/client relationship as is delineated in Section 801.351 of the Veterinary Licensing Act of the Occupations Code and ruled it must apply to shelters as well. That relationship generally begins when the vet first exams the animal; in the case of an animal in a shelter, that exam may not happen until after the mandatory holding period is met and the shelter becomes the animal's owner. Under Texas law, an animal's owner or a caretaker designated by the owner can perform acts of veterinary medicine on the animal without involving a veterinarian and without concern for establishing a vet/patient/client relationship because the owners/caretakers are exempt from the Veterinary Licensing Act.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS: Designates the City Manager or his designee as the designated caretaker of all animals brought into the Shelter upon intake, ensuring that some medical attention can be delivered if necessary.		
B. CONS: Without this designation, the shelter risks the health of the animals and Shelter staff by not being able to provide basic medical treatment for stray and abandoned animals upon intake		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Ordinance		
FUNDING SOURCE (Where Applicable):		

RECOMMENDED ACTION: Approve an Ordinance on its first reading amending Chapter 5, Animal and Fowl, of the Code of Ordinances of the City of Brenham, Texas designating a Caretaker of impounded animals.

APPROVALS: Terry K. Roberts

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING CHAPTER 5, ANIMALS AND FOWL, ARTICLE III, DOGS AND CATS, OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS TO ESTABLISH THE CITY’S ROLE AS THE DESIGNATED CARETAKER OF IMPOUNDED ANIMALS; 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, pursuant to Texas Local Government Code, Section 51.001, the City has the authority to adopt ordinances and regulations that are for good government, peace and order of the City; and

WHEREAS, a recent ruling by the Texas State Board of Veterinary Medical Examiners (TSBVME), indicates that all veterinarians must have a vet/patient/client relationship in order for them to provide any medical care and treatment to any pet; and

WHEREAS, the TSBVME is a state regulatory board that oversees compliance and ensures people who enter into veterinarian profession meet minimum academic and examination requirements; and

WHEREAS, as a result of TSBVME’s ruling, shelter facilities such as the City of Brenham’s Donald G. Austin Memorial Animal Shelter (“Shelter”) will risk the health of its pets and kennels by not being able to provide basic medical treatment for stray and abandoned animals upon intake; and

WHEREAS, Shelter staff requests that Chapter 5, Animals and Fowl, of the City’s Code of Ordinances be amended to designate the City Manager, or his designee, as the designated caretaker of all animals brought into the Shelter, upon intake; and

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

SECTION 1.

Chapter 5 Animal and Fowl, Article III Dogs and Cats, of the Code of Ordinances of the City of Brenham, Texas, is hereby amended by adding Sec. 5-46. to read as follows:

Sec. 5-46. Designation of Caretaker.

The City Manager, or his designee, is designated the caretaker of every impounded animal on the date of impoundment. Immediately upon intake, the designated caretaker is authorized to provide protective vaccinations, by a licensed veterinarian or by a person under the veterinarian's supervision, and any other medical care needed to help prevent the spread of disease.

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 18th day of September, 2014.

PASSED and APPROVED on its second reading this the 9th day of October, 2014.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 11

DATE OF MEETING: September 18, 2014	DATE SUBMITTED: September 11, 2014	
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 Two (2) Lease Agreements and Award Agreements for Updated Mailing Equipment and Certification Software for the Utility Billing Department and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: The attached lease agreements for Pitney Bowes equipment and software replaces the current agreements which are due to expire in a few months. By renewing the agreements, Utility Billing will have the benefit of both new, upgraded equipment and software and at the same time reducing the current equipment payments of \$1072/month to \$860/month and the current software payments of \$335/month to \$330/month. The agreements are under Texas Buyboard Contract #407-12. The mail equipment and software is used for mailing of over 90,000 bills per year as well as mail for all other departments within the city. All mail is tracked by department for expensing. Based on the information gathered, staff recommends awarding the agreements to Pitney Bowes in the amount of \$860/month for the equipment and \$330/month for the software. Overall this will be a significant savings of over \$2,500 during the next 12 months in lease fees and over \$12,500 over the term of the agreements.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS: Reduce monthly/annual cost while improving productivity.		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Equipment Agreement from Pitney Bowes; and (2) Software Agreement from Pitney Bowes		
FUNDING SOURCE (Where Applicable): 102-5-132-424.00		

RECOMMENDED ACTION: Award two (2) lease agreements to Pitney Bowes in the Amount of \$860/month (total of \$51,600) for the equipment and \$330/month (total \$19,800) for the software with each agreement being for a term of 60 months and authorize the Mayor to execute any necessary documentation.

APPROVALS: Terry K. Roberts

PITNEY BOWES LEASE TERMS AND CONDITIONS

L1. DEFINITIONS

Capitalized terms that are not defined in this document are defined in the Pitney Bowes Terms. PBI is the manufacturer of the equipment. PBGFS, a wholly-owned subsidiary of PBI, provides you with the leasing services.

L2. AGREEMENT

L2.1 You are leasing the Equipment listed on the Order.

L2.2 You may not cancel this Lease for any reason. All payment obligations are unconditional.

L2.3 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS

L3.1 We will invoice you in arrears each quarter for all payments on the Order (each, a "Quarterly Payment"), except as provided in any statement of work attached to the Order. You will make each Quarterly Payment by the due date shown on our invoice.

L3.2 Your Quarterly Payment may include an origination fee, amounts carried over from a previous unexpired lease, software license and maintenance fees and other charges.

L3.3 Any Meter rental fees and SLA fees (collectively "PBI Payments"), will be included with your Quarterly Payment and begin with the start of the Lease Term (as defined below). After the Initial Term, your Quarterly Payment will increase if your PBI Payments increase.

L4. EQUIPMENT OWNERSHIP

We own the Equipment. PBI owns any Meter. Except as stated in Section L6, you will not have the right to become the owner of the Equipment at the end of this Agreement.

L5. LEASE TERM

The Lease term is the number of months stated on the Order ("Lease Term").

L6. END OF LEASE OPTIONS

L6.1 During the 90 days before your Lease ends, you may, if not in default, select one of the following options:

- (a) enter into a new lease with us;
- (b) purchase the Equipment "as is, where is" for fair market value; or
- (c) return the Equipment and Meter in its original condition, reasonable wear and tear excepted and pay us our then applicable processing fee. If you return the Equipment and Meter, you will, as specified by us, either properly pack and return them to us in the return box and with the shipping label provided by us or furnish them to such service carrier as we specify to pick up and ship them to us.

L6.2 If you do not select one of the options in Section L6.1, you will be deemed to have agreed to enter into successive 12-month annual extensions of the term of this Agreement. You may choose to cancel the automatic extensions by giving us written notice between 120 days and 30 days before the Lease expires (unless the law requires the period to be shorter). Upon cancellation, you agree to either return all items pursuant to Section L6.1(c) or purchase the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 PBI PROVIDES YOU WITH THE LIMITED WARRANTY IN THE PITNEY BOWES TERMS.

L7.2 PBGFS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.3 WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

L8. EQUIPMENT OBLIGATIONS

L8.1 Condition and Repairs. You will keep the Equipment free from liens and in good repair, condition, and working order.

L8.2 Inspection. We may inspect the Equipment and related maintenance records.

L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent.

L9. RISK OF LOSS AND VALUEMAX[®] PROGRAM

L9.1 Risk of Loss.

- (a) You bear the entire risk of loss to the Equipment from the date of receipt of the equipment until the Equipment is returned to, and received by, us with ordinary wear and tear excepted ("Loss").
- (b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss.
- (c) To protect the equipment from loss, you will either (i) keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance") or (ii) be enrolled in PBGFS' ValueMAX program described in Section 9.1(d).
- (d) YOU MUST CALL US AT 1-800-732-7222 AND PROVIDE US WITH EVIDENCE OF INSURANCE. If you do not provide evidence of Insurance and have not previously enrolled in our equipment replacement program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.
- (e) We will provide written notice reminding you of your Insurance obligations described above in Section L9.1(c).
- (f) If the Equipment is included in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.
- (g) We are not liable to you if we terminate the ValueMAX program. By providing the ValueMAX program we are not offering or selling you insurance; accordingly, regulatory agencies have not reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

L10. NON-APPROPRIATION

L10.1 You warrant that you have funds available to pay all payments until the end of your current fiscal period and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

L11. EARLY TERMINATION

L11.1 You further warrant that you intend to enter into this Lease for the entire Stated Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Stated Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year. The foregoing paragraph shall supercede Section G5.2(b) of the Pitney Bowes Terms.

L12. MISCELLANEOUS

L12.1 If more than one lessee is named in this Lease, liability is joint and several.

L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.

L12.3 We may sell, assign, or transfer all or any part of this Lease or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.

**PITNEY BOWES GLOBAL FINANCIAL SERVICES AGREEMENT
STATE & LOCAL FAIR MARKET VALUE LEASE**

--	--	--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

CITY OF BRENHAM

Full Legal Name of Lessee	DBA Name of Lessee	Tax ID # (FEIN/TIN)	
PO BOX 1059	BRENHAM	TX	77834-1059
Billing Address: Street	City	State	Zip+4
			15913960884
Billing Contact Name	Billing Contact Phone #	Billing CAN #	
200 W VULCAN ST	BRENHAM	TX	77833-3149
Installation Address (If different from billing address): Street	City	State	Zip+4
			00726722002
Installation Contact Name	Installation Contact Phone #	Installation CAN #	
Fiscal Period (from - to)	Customer PO #	Delivery CAN #	

Your Business Needs

Qty	Business Solution Description	Check items to be included in customer's payment
1	Mail Creation - 2 SmartMailer 7	<input type="checkbox"/> Service Level Agreement
2	1 User License (Same Installation Location) for SmartMailer	
1	SmartMailer Basic Training	<input checked="" type="checkbox"/> Software Maintenance (additional terms apply) - Provides revision updates & technical assistance Tier 1 - Basic Software Maintenance
1	PB First Base License, Includes first 5 applications	
1	Document Formatting Option	<input type="checkbox"/> Soft-Guard® Subscription - Provides postal and carrier updates If you do not choose Soft-Guard protection with your lease, you will automatically receive updates at PBI's current rates.
4	Document Processing Installation Project Level 2	<input type="checkbox"/> IntelliLink® Subscription/ Meter Rental - Provides simplified billing and includes postage resets { } Value Based Services { } Purchase Power® credit line
		<input type="checkbox"/> Permit Mail Payment Service - Allows you to consolidate permit postage with metered postage under one account. As a permit mail user, we need USPS forms 6001, 6002, and 6003, along with the Permit Enrollment form, to activate your Permit Mail Payment service.
		<input type="checkbox"/> YES PBGFS ValueMAX® Program {x} No Enrollment (I will provide proof of insurance within the next 30 days as noted in paragraph L9)

Your Payment Plan

Number Of Months	Monthly Amount	Billed Quarterly At*
First 60	\$330	\$990

() Required advance check of \$() received
 Tax Exempt# State Tax (if applicable)
 () Tax Exempt Certificate Attached
 () Tax Exempt Certificate Not Required

*Does not include any applicable taxes.

Your Signature Below

Non-Appropriations. You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including those contained on page 2 and those located in the Pitney Bowes Terms (Version 2/13), which are available at www.pb.com/terms and are incorporated by reference. The lease will be binding on PBGFS only after PBGFS has completed its credit and documentation approval process and an authorized PBGFS employee signs below. The lease requires you either to provide proof of insurance or instead participate in the Pitney Bowes ValueMAX equipment protection program (see paragraph L9 page 2) for an additional fee. Texas Buyboard Contract # 407-12

Customer Signature	Date	
Milton Y. Tate, Jr.	Mayor	
Print Name	Title	Email Address

Sales Information

Jeffrey M. Medlin	040	
Account Rep Name	District Office	PBGFS Acceptance

PITNEY BOWES LEASE TERMS AND CONDITIONS

L1. DEFINITIONS

Capitalized terms that are not defined in this document are defined in the Pitney Bowes Terms. PBI is the manufacturer of the equipment. PBGFS, a wholly-owned subsidiary of PBI, provides you with the leasing services.

L2. AGREEMENT

L2.1 You are leasing the Equipment listed on the Order.

L2.2 You may not cancel this Lease for any reason. All payment obligations are unconditional.

L2.3 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS

L3.1 We will invoice you in arrears each quarter for all payments on the Order (each, a "Quarterly Payment"), except as provided in any statement of work attached to the Order. You will make each Quarterly Payment by the due date shown on our invoice.

L3.2 Your Quarterly Payment may include an origination fee, amounts carried over from a previous unexpired lease, software license and maintenance fees and other charges.

L3.3 Any Meter rental fees and SLA fees (collectively "PBI Payments"), will be included with your Quarterly Payment and begin with the start of the Lease Term (as defined below). After the Initial Term, your Quarterly Payment will increase if your PBI Payments increase.

L4. EQUIPMENT OWNERSHIP

We own the Equipment. PBI owns any Meter. Except as stated in Section L6, you will not have the right to become the owner of the Equipment at the end of this Agreement.

L5. LEASE TERM

The Lease term is the number of months stated on the Order ("Lease Term").

L6. END OF LEASE OPTIONS

L6.1 During the 90 days before your Lease ends, you may, if not in default, select one of the following options:

- (a) enter into a new lease with us;
- (b) purchase the Equipment "as is, where is" for fair market value; or
- (c) return the Equipment and Meter in its original condition, reasonable wear and tear excepted and pay us our then applicable processing fee. If you return the Equipment and Meter, you will, as specified by us, either properly pack and return them to us in the return box and with the shipping label provided by us or furnish them to such service carrier as we specify to pick up and ship them to us.

L6.2 If you do not select one of the options in Section L6.1, you will be deemed to have agreed to enter into successive 12-month annual extensions of the term of this Agreement. You may choose to cancel the automatic extensions by giving us written notice between 120 days and 30 days before the Lease expires (unless the law requires the period to be shorter). Upon cancellation, you agree to either return all items pursuant to Section L6.1(c) or purchase the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 PBI PROVIDES YOU WITH THE LIMITED WARRANTY IN THE PITNEY BOWES TERMS.

L7.2 PBGFS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.3 WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

L8. EQUIPMENT OBLIGATIONS

L8.1 Condition and Repairs. You will keep the Equipment free from liens and in good repair, condition, and working order.

L8.2 Inspection. We may inspect the Equipment and related maintenance records.

L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent.

L9. RISK OF LOSS AND VALUEMAX[®] PROGRAM

L9.1 Risk of Loss.

- (a) You bear the entire risk of loss to the Equipment from the date of receipt of the equipment until the Equipment is returned to, and received by, us with ordinary wear and tear excepted ("Loss").
- (b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss.
- (c) To protect the equipment from loss, you will either (i) keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance") or (ii) be enrolled in PBGFS' ValueMAX program described in Section 9.1(d).
- (d) YOU MUST CALL US AT 1-800-732-7222 AND PROVIDE US WITH EVIDENCE OF INSURANCE. If you do not provide evidence of Insurance and have not previously enrolled in our equipment replacement program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.
- (e) We will provide written notice reminding you of your Insurance obligations described above in Section L9.1(c).
- (f) If the Equipment is included in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.
- (g) We are not liable to you if we terminate the ValueMAX program. By providing the ValueMAX program we are not offering or selling you insurance; accordingly, regulatory agencies have not reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

L10. NON-APPROPRIATION

L10.1 You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

L11. EARLY TERMINATION

L11.1 You further warrant that you intend to enter into this Lease for the entire Stated Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Stated Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year. The foregoing paragraph shall supercede Section G5.2(b) of the Pitney Bowes Terms.

L12. MISCELLANEOUS

L12.1 If more than one lessee is named in this Lease, liability is joint and several.

L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.

L12.3 We may sell, assign, or transfer all or any part of this Lease or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.



AGENDA ITEM 12

DATE OF MEETING: September 18, 2014	DATE SUBMITTED: September 15, 2014	
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Julie Fulgham	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input checked="" type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 6, Buildings and Structures, of the Code of Ordinances of the City of Brenham, Texas		
SUMMARY STATEMENT: This is a complete rewrite of Chapter 6, primarily to adopt the following codes: 2012 International Building Code (IBC), 2014 National Electric Code (NEC), 2012 International Fuel Gas Code (IFGC), 2012 International Mechanical Code (IMC), 2012 International Property Maintenance Code (IPMC), 2012 International Plumbing Code (IPC), 2012 International Energy Conservation Code (IECC), 2012 International Residential Code (IRC), and 2012 International Existing Building Code (IEBC). This ordinance also creates the office of the Building Official and deletes a lot of obsolete language from the Article II, Electrical, which dates back to 1947.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
<p>A. PROS:</p> <p>B. CONS:</p>		
ALTERNATIVES (In Suggested Order of Staff Preference): 1. Approve the proposed ordinance, 2. Modify the proposed ordinance, 3. Deny the proposed ordinance		
ATTACHMENTS: (1) Ordinance		
FUNDING SOURCE (Where Applicable): N/A		
RECOMMENDED ACTION: Approve an ordinance on its first reading amending Chapter 6, Buildings and Structures, of the City of Brenham Code of Ordinances relating to the regulation of the permitting and construction of buildings and structures within the City of Brenham.		
APPROVALS: Terry K. Roberts		

ORDINANCE NO. _____ BUILDING

AN ORDINANCE TO AMENDING CHAPTER 6 AND ADOPTING THE 2012 EDITIONS OF THE INTERNATIONAL BUILDING CODE, INTERNATIONAL FUEL GAS CODE, INTERNATIONAL PROPERTY MAINTENANCE CODE, INTERNATIONAL PLUMBING CODE, INTERNATIONAL ENERGY CONSERVATION CODE, INTERNATIONAL MECHANICAL CODE, INTERNATIONAL RESIDENTIAL CODE, AND INTERNATIONAL EXISTING BUILDINGS CODE AND THE 2014 EDITION OF THE NATIONAL ELECTRIC CODE, PROVIDING FOR AN EFFECTIVE DATE IN ACCORDANCE WITH THE CITY CHARTER OF THE CITY OF BRENHAM, TEXAS, AND REPEALING ALL CONFLICTING ORDINANCES.

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

WHEREAS, the City Council of the City of Brenham, Texas desires to amend Chapter 6, Buildings and Structures by adopting the 2012 editions of the following: International Building Code, International Fuel Gas Code, International Mechanical Code, International Property Maintenance Code, International Plumbing Code, International Energy Conservation Code, International Energy Conservation Code and the International Existing Building Code and the 2014 edition of the National Electric Code, and to amend or add to the Code of Ordinances of the City of Brenham, Texas in order to adopt these codes;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS AMENDS CHAPTER 6 AS FOLLOWS:

Chapter 6 BUILDINGS AND STRUCTURES

ARTICLE I. - IN GENERAL

ARTICLE II – BUILDING CODE

ARTICLE III. - ELECTRICAL

ARTICLE IV. - GAS

ARTICLE V. - PROPERTY MAINTENANCE

ARTICLE VI. - PLUMBING

ARTICLE VII. - ENERGY CODE

ARTICLE VIII. - MECHANICAL CODE

ARTICLE IX. - RESIDENTIAL CODE

ARTICLE X. - EXISTING BUILDING CODE

ARTICLE XI. - SWIMMING POOLS

ARTICLE I. IN GENERAL

Sec. 6-1. Adoption of building codes.

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

Codes adopted by the City of Brenham:

2012 International Building Code (IBC)

2014 National Electric Code (NEC)

2012 International Fuel Gas Code (IFGC)

2012 International Mechanical Code (IMC)

2012 International Property Maintenance Code (IPMC)

2012 International Plumbing Code (IPC)

2012 International Energy Conservation Code (IECC)

2012 International Residential Code (IRC)

2012 International Existing Building Code (IEBC)

Sec. 6-2. Permits

(a) Permits shall be issued for all work as required by the adopted codes.

(b) The city council shall set, by resolution, fees for permits under this chapter at their sole discretion.

(c) Permits issued for lawful construction shall be null and void if such construction has been abandoned for a period of 180 days.

Sec. 6-3. Office of the Building Official —Appointment; qualifications; making required inspections and reports.

A qualified Building Official shall serve as chief combination inspector and any designated combination inspectors shall be appointed by the city manager, subject to the approval of the

governing body. Such inspector(s) must be fully qualified professionals; must be of good moral character and business integrity; and must maintain all applicable international code council inspector certifications and licenses as required by best practices or state law. The Building Official shall be responsible for interpretations and enforcement of the adopted building codes.

Sec. 6-4.1. Same—Conflicting interests prohibited.

The Building Official and any designated combination inspectors during their tenure of office shall not be engaged in the business of building, plumbing, electrical or any other type of construction contracting or any branch of the construction business either directly or indirectly or have such financial interest in such business within the city. It shall be prohibited for any employee engaged in inspection activities to inspect his/her own work or any work performed by an entity in which they have a financial interest.

Sec. 6-5. Board of appeals—Composition; appointment; qualifications.

The Building Standards Commission is hereby appointed the board of appeals for any appeal of a decision by the Building Official or variance requested from the adopted building codes.

Sec. 6-26. Calling meetings.

The board of appeals shall meet at the call of the Building Official.

Sec. 6-5.1. Appeals—To board of appeals; procedure; fee.

Any permit holder, whose work has been denied or rejected by the inspector, and a controversy has arisen as to whether the work conforms to the ordinances and regulations, or a person who has been ordered by the inspector to incur an expense in the alteration, repair or construction of any building, may, within fifteen (15) days thereafter appeal therefrom by giving to the inspector notice in writing of such an appeal; such notice or a certified copy thereof shall at once be transmitted by the inspector to the board of appeals. After notice to such persons as the board may direct, a hearing shall be had, and the board may by a majority vote affirm, annul or modify such action of the inspector. If the action of the inspector is affirmed, such action shall have full force and effect. If the action of the inspector is modified or annulled a permit shall be issued accordingly.

Sec. 6-5.2. To governing body.

If an applicant is dissatisfied with the decision of the board of appeals he shall have the right of final appeal to the governing body, whose judgment as to all matters involved shall be final.

Sec. 6-6. Liability.

The provisions of this Chapter shall not be construed to relieve from or to lessen the responsibility of any person performing work within the scope of these adopted codes for

damage or injury to any person or property, nor shall it be construed to impose on the city any liability by reason of the inspection herein provided for or by reason of any certificate issued hereafter.

Sec. 6-7. Exemption of owners doing own work.

Any person, who has acquired the necessary permits from the Building Official, may perform work on a property or premises where the person has a homestead exemption, provided that the material and equipment used and the work that is done are in strict accord with the rules and regulations of this article and that the inspector's approval be obtained upon inspection in regular order. The property owner must actually perform the work and no person other than the actual owner shall do any part of the work unless the other person is fully licensed and in full compliance with all the provisions of this article.

Sec. 6-8. Keeping records.

The Building Official shall keep complete records of all permits issued and inspections made.

Sec. 6-9. Request for final inspection; issuance and revocation of certificate; temporary and preliminary certificates.

Upon the completion of all work which has been authorized by issuance of a permit, it shall be the duty of the permit holder to notify the inspector, who shall inspect the installation promptly after such notice is given; and, if it is found to be fully in compliance with the provisions of this chapter, they shall issue to such person a final certificate of approval authorizing occupancy of the building or structure.. When a certificate is issued authorizing the use of temporary work, such certificate shall be issued to expire at a stated time and shall be revocable by the inspector at his discretion. A preliminary certificate may be issued authorizing the use of certain specified portions of an uncompleted project, which preliminary certificate shall be revocable at the discretion of the inspector. No certificate of occupancy shall be issued unless all work has been inspected and is in strict conformity with the provisions of this chapter and the statutes of the state.

Sec. 6-9.1. Inspections prior to concealment.

When any part of a building system is to be hidden from view by the permanent placement of parts of the building, the person installing any concealed building systems shall so notify the inspector and such parts of the installation shall not be concealed until they have been inspected or approved.

Sec. 6-9.2. Notice of defects.

If upon inspection of any building system, the building system is found to not be fully in compliance with this article, the inspector shall at once forward to the person installing the wiring, a notice stating the defects which have been found to exist.

Sec. 6-9.3. Periodic re-inspections; correction of defective conditions.

The inspector shall periodically make a thorough re-inspection of the installation of all permitted work; and when any permitted work completed has been found to be in a dangerous or unsafe condition, the persons owning, using, or operating the same shall be so notified in writing by the inspector and shall make the necessary repairs or change required to for such work to be in a safe condition and have such work completed within fifteen (15) days or any longer period specified by the inspector in said notice. The inspector is hereby empowered to disconnect or order the discontinuance of utility services to such structure, building, or systems so found to be defectively or improperly constructed or installed until such work have been made safe as directed by the inspector.

Sec. 6-10. Tradesman—License required.

It shall be unlawful for any plumber, electrician, or mechanical installer to perform any work that requires a permit within the city, without first obtaining a license from the State of Texas to engage in electrical, plumbing, or mechanical work and practice. Licensed tradesman must be the permit holders for any work required to be completed by a licensed tradesman.

Sec. 6-11. Conflict of code with other regulations.

- (a) The provisions of the building codes shall supersede local laws, ordinances, codes or regulations to the extent that such laws, ordinances, codes or regulations are inconsistent with the provisions of said code; provided, that nothing herein contained shall be construed to prevent the adoption and enforcement of a law, ordinance, or regulation which is more restrictive or establishes a higher standard than those provided in the plumbing code, and such more restrictive requirement or higher standard shall govern during the period in which it is in effect.
- (b) In a case where a provision of the building codes are found to be in conflict with a provision of a zoning, building, electrical, plumbing, fire, safety, health, water supply or sewage disposal law or ordinance, or regulation adopted pursuant thereto, or other local law, ordinance, code or regulation, the provision or requirement which is more restrictive or establishes the higher standard shall prevail.

Sec. 6-12. Conformity with other regulations.

- (a) Installations, alterations and repairs to commercial or residential premises, manufactured homes materials, assemblies, and equipment utilized in connection therewith, shall be

reasonably safe to persons and property, and in conformity with applicable ordinances of the city and orders, rules and regulations issued by the authority thereof.

- (b) Except as otherwise provided in this article, conformity of installations, alterations and repairs of commercial or residential premises, manufactured homes, materials, assemblies, and equipment utilized in connection with such buildings and structures, with the applicable requirements of the building codes adopted in Chapter 6, shall be prima facie evidence that such work, materials, assembly or equipment is reasonably safe to persons and property.

Sec. 6-13. Severability of provisions of code.

It is hereby declared that the several provisions of the building codes are separable, in accordance with the following:

- (1) If any court of competent jurisdiction shall judge any provisions thereof to be invalid, such judgment shall not affect any other provisions thereof not specifically included in said judgment.
- (2) If any court of competent jurisdiction shall judge invalid the application of any provision thereof to a particular property, building or other structure, such judgment shall not affect the application of said provision to any other property, building or structure not specifically included in said judgment.

Sec. 6-14. Penalties for violations of code.

- (a) Any person who shall violate any of the provisions of the building codes shall be deemed guilty of a misdemeanor and upon conviction shall be punished as provided in section 1-5 of the City of Brenham Code of Ordinances.
- (b) Any person who allows or permits the use or occupancy of any building, structure or premises of which he is the owner, which is in violation of any provision of the building codes shall be likewise punished.

Sec. 6-15. Relief.

It is not the intent of the building codes to declare, and it does not so declare, anything to be a nuisance which is not such in fact. Any person to whom any order is directed or against whose property is taken or proposed to be taken under the terms and provisions of the building codes shall have the right to appeal such order or action to any court having jurisdiction thereof.

Secs. 6-16—6-25. Reserved.

ARTICLE II. BUILDING CODE

Sec. 6-26. Adoption of building code.

The International Building Code, being particularly the 2012 International Building Code, and all revisions thereto, save and except such portions as may hereinafter be amended, of which code not less than two (2) copies have been and are now filed at the offices of the City of

Brenham, are hereby adopted and incorporated as fully as if set forth at length herein, and from the date on which this section shall take effect, the provisions therein shall be controlling in the construction, alteration, repair, equipment, use and occupancy, location, maintenance, removal and demolition of all buildings and structures within the area of jurisdiction of the city.

Sec. 6-26.1. Building code local amendments.

The following local amendments are made to the International Building Code, 2012 Edition, as adopted by the City of Brenham:

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

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

Section 1612.3 is hereby amended by inserting the following: "Flood Insurance Study for Washington County, Texas and Incorporated Areas," dated August 16, 2011."

Section 3412.2 is hereby amended by inserting the following: [Effective date of ordinance adopting Building Code]

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

Building Plans, Applications and Permits

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

Site plan will show:

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

The floor plan shall include the proposed utility requirements for the structure. Plan review will be completed within ten (10) working days after submission of plans on most applications. Larger projects may take longer. After review, individual permits will be issued for building, electrical, mechanical, plumbing, fire system and irrigation phases. Each individual contractor shall be responsible for inspection of his work. All plumbing, mechanical, fire system and irrigation contractors must show appropriate state license and

proof of insurance. All electrical contractors shall have a current state license and all employees must have proper journeyman or apprentice license on job. All extensions, taps, permit fees or deposits shall be paid at the time the permit is issued.

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

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

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

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

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

Section 1507.8 is hereby amended in its entirety to read as follows: Wooden roof covering materials are forbidden.

Section 1507.9 is deleted in its entirety.

Section 2308.9. is hereby amended in its entirety to read as follows: Walls and partitions shall be constructed in accordance with the applicable provisions of Sections 2308.9.1 through 2308.9.4.2. In walls containing Plumbing Drain, Waste & Vent lines all framing members shall be 2 inch by six inch (2 x 6) or larger.

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

Section 105 is hereby amended by adding Section 105.8 to read as follows: If work done on a building/structure cumulatively within any 12-month period constitutes a "substantial improvement" (as defined in the City's flood damage prevention ordinances, e.g., Section 8

½ -5 of this Code), the owner shall—to the extent reasonably practicable—make the building comply with current code provisions for new construction regarding: (i) structural components (except foundations) and (ii) life safety features (hand and guard rails, smoke alarms, carbon monoxide alarms, safety glazing, ground fault circuit interrupters, arc-fault combination breakers, emergency egress from sleeping rooms, locking devices on required egress components, etc.). To determine the "market value" of a pre-existing building, the most current tabulation of square foot construction costs published by the International Code Council (usually as part of "Building Valuation Data." see e.g., www.iccsafe.org/cs/techservices) shall be used.

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

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

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

Secs. 6-27—6-29. Reserved.

ARTICLE III ELECTRIC CODE

Sec. 6-31. Adoption of National Electric Code (NEC) 2014 Edition.

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

Sec. 6-30.1. Electrical Code local amendments.

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

(a) Certain circuits, plugs required.

Window air conditioners. All window air conditioning units, whether to be operated on 110vac or 220vac current, shall be installed with and bonded to a polarized plug, and Number 10 AWG wire minimum for 220vac shall be used in bonding said air conditioning unit to the said polarized plug.

(b) Meters.

(1) Tiers. On apartment buildings, where space limitations will not permit placing all meters at the same height, they may be arranged in two tiers, with the openings for the meter dials in lower tier as near as practicable to five feet above mean ground level and second tier placed as near as practicable above the first. Where space limitations will not permit placing of meter cabinets as outlined above, the electric public service company, subject to the approval of the building official, may determine the arrangement to be used. All service outlets shall be located so as to permit placing the electric public service company's service wires on the wall of the building next to the supply.

(2) Street side meters. The electric public service company shall never require the placing of the meter on the front or street side of a building, without the written consent of the owner, and where not practical in the opinion of the building official to place metering devices on the exterior of the building, said location shall be at a point, or points, convenient to the electric public service company's service as determined by the building official.

(c) Minimum size of service conduit.

Service conduit for any occupancy shall not be smaller than 1.25 inches, unless specifically approved otherwise by the building official.

(d) Distribution system limitation.

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

(e) Tampering with fuses, circuit breakers.

It shall be unlawful for any person:

(1) To bridge, tamper with or change from its original installation (except upon the approval of the building official, and then only after a proper permit for alteration has been issued) any fuse of the plug, cartridge type or link type installed in panel boards, main switches or switchboards;

(2) To alter or change circuit breakers so that the original calibration will be affected; or

(3) To tie down or secure any circuit breaker so that it will not function properly.

(f) Outside switches.

Switches and equipment installed on the outside of the building in a recess in the outside wall and covered by a door as part of the building structure shall be considered as being on the exterior of the building and exposed to the weather.

(g) Service entrance conductors.

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

(1) Load is added or modified;

(2) An existing service is found to be inadequate for demand; or

(3) An unsafe condition exists.

(4) When replacing main service panel, all-service disconnect, service riser, or service underground lateral.

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

(h) All-service disconnect.

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

(i) Wires, cables, conductors and circuits.

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

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

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

(j) Old work. In any proceeding to enforce this section with respect to:

- (1) wire smaller than gauge 12 AWG; or
- (2) wire lacking a separate ground; or
- (3) having more than ten openings on a single circuit;

(k) Grounding, GFCIs, etc.

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

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

Sec. 6-32. Same—Right of entry and disconnection of service.

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

Sec. 6-33. Meter loop specifications.

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

Sec. 6-34. Modifications of code or meter loop specifications.

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

Sec. 6-35. Approved materials, devices, appliances, apparatus.

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

Sec. 6-36. Allowing use of or furnishing electric current without inspection and certificate of approval prohibited.

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

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

Sec. 6-37. Re-inspection and correction in certain knob and tube systems; protection of exterior switches and fuse cabinets.

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

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

Sec. 6-38. Advertising on light and telephone poles and wires; wires under sheds, etc.

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

Sec. 6-39. Electric policy and construction standards.

- (a) Adopted. The following electric policy and construction standards are hereby adopted by reference as though they were copied herein fully; Electric Policy and Construction Standards of the City of Brenham, Texas.
- (b) Copy on file. An official copy of the Electric Policy and Construction Standards of the City of Brenham, Texas, shall be kept on file in the office of the city secretary, which shall be available for the public to review.

- (c) Contrary provisions. Any matters in the Electric Policy and Construction Standards of the City of Brenham, Texas, which are contrary to existing ordinances of the city shall prevail, and, to that extent, any existing ordinances to the contrary are hereby repealed in that respect only.
- (d) Duties of officials. Within said electric policy and construction standards of the city, when reference is made to the duties of certain officials named therein, the designated official in the City of Brenham who has duties corresponding to those of the named official shall act insofar as the enforcement of the provisions of said policy and standards are concerned.

Secs. 6-40—6-49. Reserved.

ARTICLE IV. GAS

Sec. 6-50. Adoption of code.

The International Fuel and Gas Code, being particularly the 2012 International Fuel Gas Code (IFGC), save and except such portions as may hereinafter be amended, of which not less than two (2) copies have been made and are now filed in the offices of the City of Brenham, are hereby adopted and incorporated as fully as if set forth at length herein, and from the date on which this section shall take effect, the provisions therein shall be controlling within the area of jurisdiction of the city.

Sec. 6-50.1. Gas code local amendments.

The following local amendments are made to the International Fuel and Gas Code, 2012 Edition, as adopted by the City of Brenham:

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

Section 106.6 is deleted in its entirety.

Section 108.4 is hereby by amended in its entirety to read as follows: Persons who shall violate a provision of this code, fail to comply with any of the requirements thereof or erect, install, alter or repair work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than two thousand dollars (\$2,000.00). Each day that a violation occurs shall be deemed a separate offense.

Section 108.5 is hereby by amended in its entirety to read as follows: Upon notice from the code official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, the owner's agent, or the person doing the work. The notice

shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work.

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

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

Section 108.7.2 is deleted in its entirety.

Section 108.7.3 is deleted in its entirety.

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

Even if otherwise permitted by this code:

1. Copper, brass or aluminum tubing or piping shall not be used in the City.
2. Thermo plastic pipe may be used for gas lines only if it: (i) meets ASTM D2513 (or equivalent, or better), (ii) is identified by proper markings and (iii) is installed with a locator wire (No. 14 gauge copper wire).
3. Thermo plastic pipe shall terminate above ground outside of buildings and be installed in pre-manufactured anodeless risers or service head adapter risers, all in accordance with the manufacturer's installation instructions.

Section 406.4 is hereby amended in its entirety to read as follows: Low pressure (not to exceed 0.5 PSI) gas piping shall withstand a pressure of at least 10 inches of mercury on a manometer for a period of time not less than 10 minutes without showing any drop in pressure, except that the following shall apply in the case of new construction: The newly-constructed system must withstand a pressure of at least 25 PSI, spring gage here is acceptable, for a period of not less than 10 minutes without showing any drop in pressure as an initial pressure test, i.e. rough-in, and the system must also withstand a pressure test of 10 inches of mercury on a manometer gage

as a final test. Higher pressure piping systems must withstand pressure of at least 10 PSI, but never less than twice the maximum pressure to which the piping will be subjected in operation, for a period of at least 10 minutes without showing a drop in pressure. The manometer under test conditions shall not be pressured more than 50% of the gage maximum pressure, i.e. a 10 psi test would require a 20 psi manometer gage.

Section 306.3 is hereby amended in its entirety to read as follows: There must be a permanently-installed stairway, either fixed or folding, to serve attic space where appliances or equipment are located. The opening must be at least 25.5" x 54", and any folding staircase must be rated for at least 350 pounds capacity and at least 20 minutes fire resistance and large enough to remove the largest appliance installed there in.

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

Sec. 6-51. Cut-off valve.

- (a) All gas service lines on the customer's property will be required to be equipped, ahead of the gas meter assembly, with an approved type, flat ahead-lock pattern, cut-off valve to permit sealing of the valve by authorized city personnel in order to prevent any flow of gas or prevent opening of said valve by persons other than authorized city personnel.
- (b) All gas piping on customer's premises where installed for connection of a range; water heater; space heater; and the like; will be required to be provided with an approved type cut-off valve, installed in the line and directly ahead of the above referred to appliances.

Secs. 6-52—6-55. Reserved.

ARTICLE V. INTERNATIONAL PROPERTY MAINTENANCE CODE

Sec. 6-56. Adoption of Code.

The International Property Maintenance Code, being particularly the 2012 International Property Maintenance Code (IPMC), save and except such portions as may hereinafter be amended, of which not less than two (2) copies have been made and are now filed in the offices of the City of Brenham, are hereby adopted and incorporated as fully as if set forth at length herein, and from the date on which this section shall take effect, the provisions therein shall be controlling within the area of jurisdiction of the city.

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

The following local amendments are made to the International Property Maintenance Code, 2012 Edition, as adopted by the City of Brenham:

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

Section 103.5 is deleted in its entirety.

Section 108 is deleted in its entirety.

Section 110 is deleted in its entirety.

Section 111 is deleted in its entirety.

Section 112.4 is deleted in its entirety.

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

Section 302.8 is deleted in its entirety.

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

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

Section 602.4 is hereby amended in its entirety to read as follows: Indoor occupiable work spaces shall be supplied with heat to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied. Exceptions: 1) Processing, storage and operation areas that

require cooling or special temperature conditions; and 2) Areas in which persons are primarily engaged in vigorous physical activities.

Secs. 6-57—6-60. Reserved.

ARTICLE VI. PLUMBING

Sec. 6-61. Adoption of code.

The International Plumbing Code, being particularly the 20012 International Plumbing Code (IPC), and all revisions thereto, save and except such portions as may hereinafter be amended, of which not less than two (2) copies have been and are now filed in the offices of the City of Brenham, are hereby adopted and incorporated as fully as if set forth at length herein, and from the date on which this section shall take effect, the provisions therein shall be controlling in the construction, installation, extension, or repair of all plumbing, plumbing fixtures and plumbing systems within the area of jurisdiction of the city.

Sec. 6-61.1. Plumbing code local amendments.

The following local amendments are made to the International Plumbing Code, 2012 Edition, as adopted by the City of Brenham:

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

Section 106.6.2 is deleted in its entirety.

Section 106.6.3 is deleted in its entirety.

Section 108.4 is hereby amended in its entirety to read as follows: Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair plumbing work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than two thousand dollars (\$2000.00). Each day that a violation continues shall be deemed a separate offense.

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

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

Even if otherwise permitted by the IPC: Acrylonitrile-Butadiene-Styrene (ABS) pipe and fittings, Type M copper, lead- based pipe, aluminum DWV pipe and components are not approved materials for use.

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

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

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

Even if otherwise permitted by the IPC:

1. PVC type water pipe and fittings are not allowed for use in the City. Exceptions: (A) Schedule 40 meeting ASTM D1785 (or better) PVC water pipe may be used where permitted by the IPC, but only if: (i) it is installed underground (but see paragraph “b” requiring selected material in some locations) or as pool piping, (ii) all joints are primed and glued as required by the manufacturer's recommendations (and the primer must be purple or another distinctive color, except on above-ground pool piping), and (iii) it is identified by proper markings. (B) This section does not apply to irrigation systems.
2. All water lines under a slab on grade must be copper Type L, K or PEX, no joints. Each water line under, in or through a slab on grade must be sleeved with a continuous piece of tubing at least 0.025 inches thick terminating at least six inches above the finished floor.
3. Irrigation systems must meet these criteria: (i) Schedule 40 PVC material meeting ASTM D1785 (or better) must be used for pressure lines, i.e. up to the valves. (ii) Class 160 PVC material (or better) must be used for field lines. (iii) All lines shall be buried at least six inches below grade. Note: The City is not responsible for irrigation system components located in street areas or easements (and special permits may be required to install such components in those locations).
4. Underground water service piping must be buried at least 12 inches below grade.
5. PVC drain, waste or vent pipe and fittings must be Schedule 40 meeting ASTM D2665 (or better) and identified by proper markings. Exception; Area drain piping may be SDR 35 PVC.

Section 916.3 is hereby amended in its entirety to read as follows: The vent located below the flood level rim of the fixture being vented shall be installed below the floor using drainage pattern fittings with a fall of not less than one-quarter inch (1/4") per foot to the drain. The vent shall be sized in accordance with Section 906.2 with 2 "diameter pipe being the minimum. The lowest point of the island fixture vent shall connect full size to the drainage system. The vent or

branch vent shall extend as high as practicable, but not below the drain board. There shall be a vent loop at the top of the fixture riser. The fittings shall prevent a horizontal segment at the top of the loop. Cleanouts shall be provided in the island fixture drain and vent to permit rodding of all piping located below the flood level rim of the fixtures. Rodding in both directions shall be permitted through a clean out.

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

Section 603.1 is hereby amended in its entirety to read as follows: The water service pipe shall be sized to supply water to the structure in the quantities and at the pressures required in this code. The water service pipe shall be not less than 3/4 inch (19.1 mm) in diameter. Maximum water meter size, unless a Registered Professional Engineer can clearly and convincingly demonstrate the need for a larger meter in a particular case, is: 1-inch for an irrigation system, or 1-inch for a single-family dwelling

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

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

existing assembly or device is moved from the present location or can not be repaired, the backflow assembly or device shall be replaced with a backflow prevention assembly or device that complies with this section, the American Water Works Association's Recommended Practice for Backflow Prevention and Cross-Connection Control (Manual M14), current addition, University of Southern California Manual of Cross-Connection Control, current addition, or the current plumbing code of the city, whichever is more stringent.

- (5) Test gauges used for backflow prevention assembly testing shall be tested for accuracy at least annually in accordance with the American Water Works Association's Recommended Practice for Backflow Prevention and Cross-Connection Control (Manual M14), current addition, or the University of Southern California's Manual of Cross-Connection Control, current addition. The original calibration form must be submitted to the city within five (5) working days after calibration.
 - (6) A recognized backflow prevention assembly tester must hold a current endorsement from the Texas Natural Resource Conservation Commission (Commission).
- (c) Customer service inspections.
- (1) A customer service inspection shall be completed prior to providing continuous water service to all new construction, on any existing service when the water purveyor has reason to believe that cross-connections or other contaminant hazards exist, or after any material improvement, correction, or addition to the private water distribution facilities.
 - (2) Only individuals with the following credentials shall be recognized as capable of conducting a customer service inspection:
 - a. Plumbing inspectors and water supply protection specialists that have been licensed by the Texas State Board of Plumbing Examiners.
 - b. Customer service inspectors that have been licensed by the Texas Commission on Environmental Quality (TCEQ).
 - (3) The customer service inspection must certify that:
 - a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by a properly installed air gap or an appropriate backflow prevention assembly.
 - b. No cross-connection between the public water supply and a private water source exists. Where an actual properly installed air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a recognized backflow prevention assembly tester.
 - c. No connection exists which allows water to be returned to the public drinking water supply is permitted.

- d. No pipe or pipe fitting which contains more than eight (8) per cent lead may be used for the installation or repair of plumbing at any connection that provides water for human use.
- e. No solder or flux which contains more than 0.2 per cent lead can be used for the installation or repair of plumbing at any connection that provides water for human use. A minimum of one (1) lead test shall be performed for each inspection.

Secs. 63—65 Reserved.

ARTICLE VII. ENERGY CODE

Sec. 6-66. Adoption of code.

The International Energy Conservation Code, being particularly the 2012 International Energy Conservation Code (IECC), and all revisions thereto, save and except such portions as may hereinafter be amended, of which not less than two (2) copies have been and are now filed in the offices of the City of Brenham, are hereby adopted and incorporated as fully as if set forth at length herein, and from the date on which this section shall take effect, the provisions therein shall be controlling within the area of jurisdiction of the city.

Sec. 6-66.1. Energy code local amendments.

The following local amendments are made to the International Energy Conservation Code, 2012 Edition, as adopted by the City of Brenham:

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

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

Section C104.5 is hereby amended in its entirety to read: The code official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability. In lieu of inspection by City employees, the building official may require a written certification that a building meets or exceeds minimum requirements, if the certification is: (i) signed by a code-certified inspector (as defined in V.T.C.A., Health and Safety Code § 388.02) not employed by the city, and (ii) accompanied by an approved inspection checklist, properly completed, signed and dated by the inspector. If the fees of the code-certified inspector are paid by the City, the amount shall be added to the building permit fees otherwise payable. With approval from the building official, a permittee may pay such fees directly to an independent inspection firm. Only code-certified inspectors or inspectors as approved by the currently adopted edition of the IECC may perform inspections and enforce this code in the City. A copy of all approved inspections, rough-in and final shall be provided to the city prior to final inspections being requested.

Secs. 6-67—6-70. Reserved.

ARTICLE VII. MECHANICAL CODE

Sec. 6-71. Adoption of code.

The International Mechanical Code, being particularly the 2012 International Mechanical Code (IMC), and all revisions thereto, save and except such portions as may hereinafter be amended, of which not less than two (2) copies have been and are now filed in the offices of the City of Brenham, are hereby adopted and incorporated as fully as if set forth at length herein, and from the date on which this section shall take effect, the provisions therein shall be controlling within the area of jurisdiction of the city.

Sec. 6-71.1. Mechanical code local amendments.

The following local amendments are made to the International Mechanical Code, 2012 Edition, as adopted by the City of Brenham:

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

Section 106.5 is deleted in its entirety.

Section 108.4 is hereby amended in its entirety to read as follows: Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair mechanical work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than two thousand dollars (\$2,000.00). Each day that a violation continues shall be deemed a separate offense.

Section 108.5.5 is hereby amended in its entirety to read as follows: Upon notice from the code official that mechanical work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work.

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

to serve attic space where appliances or equipment are located. The opening must be at least 25.5" x 54", and any folding staircase must be rated for at least 350 pounds capacity and at least 20 minutes fire resistance and large enough to remove the largest appliance installed there in.

Exceptions:

1. The passageway and level service space are not required where the appliance is capable of being serviced and removed through the required opening.

2. Where the passageway is unobstructed and not less than 6 feet (1829 mm) high and 22 inches (559 mm) wide for its entire length, the passageway shall be not greater than 50 feet (15 250 mm) in length.

Secs. 6-72—6-75. Reserved.

ARTICLE VIII. RESIDENTIAL CODE

Sec. 6-76. Adoption of code.

The International Residential Code, being particularly the 2012 International Residential Code (IRC), and all revisions thereto, save and except such portions as may hereinafter be amended, of which not less than two (2) copies have been and are now filed in the offices of the City of Brenham, are hereby adopted and incorporated as fully as if set forth at length herein, and from the date on which this section shall take effect, the provisions therein shall be controlling within the area of jurisdiction of the city.

Sec. 6-76.1. Residential code local amendments.

The following local amendments are made to the International Residential Code, 2012 Edition, as adopted by the City of Brenham:

All amendments and deletions to the other "International Codes" adopted by this Schedule are also carried forward and adopted as amendments to or deletions from the International Residential Code, 2012 Edition.

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

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

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

Table R301.2(1). Climatic and Geographical Design Criteria Page 3-3

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

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

Section P3103.1 is hereby amended in its entirety to read as follows: Open vent pipes that extend through a roof shall be terminated not less than twelve (12) inches above the roof or twelve (12) inches above the anticipated snow accumulation, whichever is greater, except that where a roof is to be used for any purpose other than weather protection, the vent extension shall be run not less than 7 feet above the roof.

Secs. 6-77—6-80. Reserved.

ARTICLE IX. EXISTING BUILDING CODE

Sec. 6-81. Adoption of code.

The International Existing Building Code, being particularly the 2012 International Existing Building Code (IEBC), and all revisions thereto, save and except such portions as may hereinafter be amended, of which not less than two (2) copies have been and are now filed in the offices of the City of Brenham, are hereby adopted and incorporated as fully as if set forth at length herein, and from the date on which this section shall take effect, the provisions therein shall be controlling within the area of jurisdiction of the city.

Sec. 6-81.2. Existing building code local amendments.

The following local amendments are made to the International Existing Building Code, 2012 Edition, as adopted by the City of Brenham:

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

Section 1401.2 is hereby amended by inserting: [Effective date of ordinance adopting Existing Building Code]

Secs. 6-82—6-85. Reserved.

ARTICLE X. SWIMMING POOLS

Sec. 6-86. Definition.

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

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

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

- (c) It shall be unlawful for any person who owns an outdoor swimming pool within the city limits on the effective date hereof to maintain such swimming pool without fences as provided in section 6-146 after September 1, 1991.

Sec. 6-88. Permit.

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

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

Sec. 6-89. Construction requirements.

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

Sec. 6-90. Fence.

- (a) Pools within the scope of this section or not enclosed within a permanent building shall be completely enclosed by a fence of sufficient strength to prevent access to the pool and shall

not be less than four (4) feet in height, so constructed as not to have voids, holes or openings larger than four (4) inches in one dimension. Gates or doors shall be equipped with a self-closing and self-latching childproof device for keeping the gate or door securely closed at all times when not in actual use. Such latch shall be installed at a minimum height of four (4) feet or the top of the fence. Gates or doors may be disabled from use to the satisfaction of the city manager or his designee in lieu of a self-closing and self-latching device. The location of fencing required shall be subject to all other applicable ordinances. No fence shall be located, erected, constructed or maintained closer than three (3) feet to a pool. The wall of the house or building faced to a pool may be incorporated as a portion of such fence.

- (b) Aboveground pools with self-provided fencing to prevent unguarded entry will be allowed without separate additional fencing, providing the self-provided fence is of four-foot required height and design as heretofore specified.
- (c) Permanent access from grade to aboveground pools having stationary ladders, stairs or ramps shall have not less than equal safeguard fencing and gates.

Sec. 6-91. Pool covers.

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

Sec. 6-92. Other regulations.

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

Sec. 6-93. Maintenance.

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

Sec. 6-94. Pool safety equipment.

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

Sec. 6-95. Penalty.

Any person, firm or corporation violating any provision of this article shall be fined not less than one dollar (\$1.00) nor more than five hundred dollars (\$500.00) for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

SECTION II

All ordinances inconsistent with this ordinance are hereby repealed except that the amendments to the codes specified in the code of Ordinance, City of Brenham, Texas are incorporated herein by reference. This ordinance shall take full force and effect, after its passage and approval, on December 31, 2014, and as provided by the Charter of the City of Brenham, Texas.

SECTION III

Should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid or unconstitutional for any reason, the remainder of said ordinance shall remain in full force and effect, and shall not be affected thereby.

PASSED and APPROVED on its first reading this the 18th day of September, 2014.

PASSED and APPROVED on its second reading this the 2nd day of October, 2014.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, City Secretary



AGENDA ITEM 13

DATE OF MEETING: September 18, 2014		DATE SUBMITTED: September 12, 2014	
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 the Approval of the Routine Airport Maintenance Program (RAMP) Grant Agreement No. M1517BRENM with TxDOT for FY2015 and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY STATEMENT: Included on the Agenda for Thursday's Council meeting is consideration of a grant agreement with TxDOT for participation in the Routine Airport Maintenance Program (RAMP) for September 1, 2014 through August 31, 2015. As in the prior years, this agreement allows us to be reimbursed for 50% of the cost of our monthly AWOS monitoring (AviMet Data Link connection fees and continued scheduled maintenance), annual AWOS Maintenance Contract, as well as 50% of our replacement lamps for the airport lighting system, herbicides, general maintenance, and a contingency for emergency repairs. In fiscal year 2013, we got about half of the game fence installed, we ordered material to complete the fencing in FY 2014 and we will complete the fencing in this budget year. We have budgeted funds of \$50,000 and with TxDOT's match of \$50,000, this will enable us to do \$100,000 worth of maintenance and fencing at half the cost.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS: 50% of the routine maintenance items up to \$100,000 would be reimbursed by TxDOT			
B. CONS: The City of Brenham would pay 100% of all maintenance costs			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) 2015 RAMP Agreement			
FUNDING SOURCE (Where Applicable): Budgeted funds			
RECOMMENDED ACTION: Approve the Routine Airport Maintenance Program (RAMP) Grant Agreement No. M1517BRENM with TxDOT for FY2015 and authorize the Mayor to execute any necessary documentation.			
APPROVALS: Terry K. Roberts			

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

(State Assisted Airport Routine Maintenance)

TxDOT CSJ No.: M1517BREN

Part I - Identification of the Project

TO: The City of Brenham, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Brenham, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the Brenham Municipal Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2015, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.
5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. it shall not enter into any agreement nor permit any aircraft to gain direct ground access to the sponsor's airport from private property adjacent to or in the immediate area of the airport. Further, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "through-the-fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and
 - f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and
 - g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
 - h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
 - i. an Airport Fund shall be established by resolution, order or ordinance in the

treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and

- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
 - k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
 - l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

PART IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an

irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;

- d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
- e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART V - Recitals

- 1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
- 2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
- 3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or

orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.

- b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances

Sponsor

The City of Brenham, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 20__.

The City of Brenham, Texas
Sponsor Milton Y. Tate, Jr.

Witness Signature

Sponsor Signature

Mayor

Witness Title

Sponsor Title

Certificate of Attorney

I, Cary Bovey, acting as attorney for the City of Brenham, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at Brenham, Texas, this _____ day of _____, 20__.

Witness Signature

Attorney's Signature

Witness Title

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

**Attachment A
Scope of Services
TxDOT CSJ No.:M1517BREN**

Eligible Scope Item:	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$100,000.00	\$50,000.00	\$50,000.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
TOTAL	\$100,000.00	\$50,000.00	\$50,000.00

Accepted by: The City of Brenham, Texas

Signature

Title: _____

Date: _____

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT CSJ No.: M1517BREN

The City of Brenham does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The City of Brenham, Texas
(Sponsor)

By: _____
Carolyn D. Miller

Title: Chief Financial Officer

Date: _____

Certification of State Single Audit Requirements

I, Carolyn D. Miller, do certify that the City of Brenham will comply with all
(Designated Representative)

requirements of the State of Texas Single Audit Act if the City of Brenham spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Brenham will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Signature

Chief Financial Officer

Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT CSJ Number: M1517BREN

The City of Brenham designates, Kim Hodde, Airport Coordinator
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The City of Brenham, Texas
(Sponsor)

By: _____
Milton Y. Tate, Jr.

Title: Mayor

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: P.O. Box 1059
Brenham, Texas 77834-1059

Overnight Mailing Address: 200 W. Vulcan Street
Brenham, Texas 77833

Telephone/Fax Number: (979) 337-7212
(979) 337-7218 - Fax

Email address: khodde@cityofbrenham.org



AGENDA ITEM 14

DATE OF MEETING: September 18, 2014		DATE SUBMITTED: September 12, 2014
DEPT. OF ORIGIN: Development Services		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 Approval of an Amended Ground Space Lease Agreement with John Richardson dba JR Leasing for Hangar Space at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: Originally, John Richardson dba JR Leasing had planned to construct two 50x60 hangars at the airport so two separate ground space lease agreements were executed with Mr. Richardson. Mr. Richardson contacted us and would like to build one 60x75 hangar plus a parking area instead of the two smaller hangars. Since, the 11,200 sf leased space is the same but is in one lease rather than two leases of 5,600 sf each, we are leaving the original effective and expiration dates in place. I have attached an amended ground space lease agreement (.08 cents per square foot) reflecting the total lease area of 11,200 (140x80) for your consideration. Approval of this amended lease agreement will void the two prior leases.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Ground Space Lease Agreement with Exhibit A		
FUNDING SOURCE (Where Applicable): N/A		
RECOMMENDED ACTION: Approve an amended ground space lease agreement with John Richardson dba JR Leasing for hangar space at the Brenham Municipal Airport and authorize the Mayor to execute any Necessary documentation		
APPROVALS: Terry K. Roberts		

AMENDED LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH JOHN RICHARSON DBA JR LEASING

THE STATE OF TEXAS
COUNTY OF WASHINGTON

This Lease Agreement made and entered into by and between CITY OF BRENHAM, a Texas Municipal Corporation, hereinafter called "Lessor" and JOHN RICHARDSON DBA JR LEASING, hereinafter called "Lessee":

WITNESSETH:

Lessor, in consideration of the premises and the covenants and agreements herein undertaken to be kept and performed by Lessee does lease unto said Lessee the following described property situated in Washington County, Texas, to have and to hold all and singular the said premises and improvements thereon, together with the rights, privileges and appurtenances thereunto belonging unto said Lessee under the following terms and provisions:

ARTICLE I – PREMISES AND PRIVILEGES

A. DESCRIPTION OF PREMISES.

For and in consideration of the terms, conditions and covenants of this Lease to be performed by Lessee, all of which Lessee accepts, City hereby leases to Lessee the premises being an area located on the City of Brenham Municipal Airport, north of the CITY OF BRENHAM, TEXAS and being a space of land located as shown on the attached "EXHIBIT A".

Lessee accepts the premises in their present condition subject to and including all defects and Lessee will, without expense to City, repair and maintain any installations thereon and remove, or cause to be removed, any debris, buildings or improvements to the extent required for Lessee's use thereof.

B. TERM.

The term of said lease is for a period of thirty (30) years commencing June 20, 2013 and terminating June 20, 2043. The rent for the first five years shall be eight (\$.08) cents per square foot per year for 11,200 square feet, payable annually on the anniversary hereof. Any rental fee not paid by the tenth of the month is subject to a late fee of five (\$5) dollars. On the fifth anniversary and each fifth anniversary thereafter, the rent shall adjust to the prevailing rate at that time, not to exceed an increase of two (\$.02) cents per square foot.

C. ACCESS.

Upon paying the rental hereunder and performing the requirements of this Lease, Lessee shall have the right of access to and from said premises over such roadway(s), as may be designed for that purpose and the right of access to and from the landing area for airplanes over taxiways and aircraft parking ramps as provided by City at its sole discretion. Said roadway(s), aircraft parking ramps and taxiways shall be used jointly with other airport tenants, but not for the conduct of business of another Lessee's premises and Lessee shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as the City Council deems necessary.

D. OBJECTS AND PURPOSES OF LEASE.

Lessee is hereby granted the right and privilege to use the leased area for aviation related activities, being those provided by a Corporate Hangar Operator. Lessee shall have the uses and rights to build a private, corporate hangar to house its own privately-owned aircraft, all of which shall be subject to the terms set forth:

Lessee shall not use the premises for any purposes other than those authorized herein, without the prior written consent of City. Specifically, Lessee will not store fuel, nor do any aircraft maintenance on aircraft other than the aircraft owned or contracted by Lessee.

It is understood and agreed that nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958, [49 USCA Chapter 471 or successor statute].

E. CITY'S RESERVED RIGHTS.

1. Development. City, at its sole discretion, reserves the right to further develop or improve the aircraft operating area of the airport as it sees fit and to take action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.
2. Oil, Gas, Mineral Interests. It is understood and agreed that this Lease is made subject and subordinate to the terms of any oil, gas, and other mineral interest; leases; or right-of-way easements of any nature that may have been executed heretofore.

City agrees that (1) if it should, as a mineral owner under the premises, develop all or part of the Airport for oil, gas or other mineral purposes, no well will be drilled or other operations conducted on the leased premises, and (2) in the event it should hereafter execute an oil, gas or other mineral lease in favor of a third party covering the Airport area, or a portion thereof, it will cause such lease to contain a provision that the Lessee therein will not conduct any of its drilling or other operations on the land covered by this Lease, or in a manner which would unreasonably interfere with Lessee's use and enjoyment of the premises.

3. Other Contracts. This lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City of federal funds for the development of the Airport
4. Other Leases. Nothing herein contained shall limit City with respect to granting of leases to other aviation tenants under other terms as herein set forth or to granting of leases for non-commercial aviation or non-aviation purposes at terms different from those set forth herein.

F. PROHIBITED USES.

Lessee shall not use or permit the use of any part of the premises in any other manner than set out in Section D of this Lease. Some specific activities prohibited are as follows:

1. Auto rental service.
2. Food sales (except the sale of confections and refreshments prepared and packaged off the leased premises through either coin-operated vending machines or over-the-counter or in the waiting area, and other foods prepared and packaged off the leased premises for food trays for private or charter flights) at the leased premises.
3. Sales of alcoholic beverages at the leased premises, except with City approval.
4. Sales, advertisement or storage of non-aviation products.
5. Storage, transfer, or sale of fuel.
6. Any sublease which allows further sublease by Lessee's tenant
7. Any use prohibited by law.

G. MANDATORY CONSTRUCTION.

Lessee agrees to commence construction of the improvements described within this section within 150 days of starting date of this lease. Generally, such improvements shall include a hangar having 4,500 square feet of space (75x60). Lessee agrees to complete all improvements within 365 days of the above date, except that a longer period of time may be granted by the City of Brenham upon a showing by the Lessee that progress has been delayed because of reasons beyond the control of Lessee. If Lessee fails to commence construction within 150 days of the date above stated or if Lessee fails to complete construction within 365 days of the date stated or within such additional period of time as granted by the City of Brenham, this lease shall become voidable at the City's option.

Lessee understands that all development shall conform to Airport Master Plan Guidelines and other Airport Rules and Regulations as approved by City Council. A site plan of Lessee's area is attached as Exhibit "A". Intentional failure to conform development to approved plans and as scheduled shall be cause for termination of this Lease upon failure to conform within thirty (30) days of City's notice to Lessee of its failure to conform.

Title to all improvements constructed or installed by Lessee on the leased premises shall throughout the term of this Lease remain in Lessee. However, upon expiration or termination of this Lease, Lessee shall have no further right or interest in the improvements, except as provided in Article I, Section H.

H. EXPIRATION.

Upon the expiration of this Lease,

1. The City may purchase building and improvements on the lease area at a fair market value as determined by an Independent Appraiser mutually agreeable to the City and the Lessee, all fees for such appraisal services to be paid by the Lessee, or
2. The City may enter into a new lease agreement for the lease area.

I. DEFAULT.

Any of the following events constitutes default:

1. An act of the Lessee which is in variation with the site plan and is not corrected after 30 days notice by Lessor to Lessee of said default,
2. The nonperformance by Lessee of any other covenant or condition of this lease which is not cured within thirty (30) days after written notice thereof from Lessor, or
3. The subjection of any of Lessee's property to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency.

J. LESSOR'S RIGHTS UPON DEFAULT.

On the occurrence of any of the events defined as constituting "default", Lessor may without notice to or demand on Lessee, take possession of the leased property and lease the same or any portion thereof, for such period and such rental, and to such persons, as Lessor shall elect.

K. MORTGAGE OF LEASEHOLD INTEREST.

Lessee shall have the right subject to City Manager approval to place a first mortgage lien upon its leasehold. Any approved lender shall notify City of all action taken by it in the event payments on such loans shall become delinquent.

ARTICLE II – OBLIGATIONS OF LESSEE

A. NET LEASE: MAINTENANCE AND OPERATION.

The use and occupancy of the leased premises by Lessee will be without cost or expense to City. It shall be the sole responsibility of Lessee to construct, maintain, repair and operate the entirety of the leased premises and any improvements and facilities constructed thereon at Lessee's sole cost and expense except as specifically set forth in this article.

Lessee shall maintain the leased premises at all times in a safe, neat and attractive condition and shall not permit the accumulation of any trash or debris on the premises. Lessee shall repair all damages to said premises caused by its employees, patrons, or its operation thereon; shall maintain and repair all buildings, pavements, equipment and improvements; and shall repaint the buildings as necessary. Lessee shall pay all taxes against the property and indemnify City from any tax lien.

City reserves the right to make periodic inspection of leased premises and improvements and equipment therein during normal business hours.

City, in its reasonable discretion, shall be the sole judge of the quality of maintenance that shall uniformly apply to all airport tenants. Upon written notice by City to Lessee, Lessee shall be required to perform whatever reasonable maintenance City deems necessary. If said maintenance is not undertaken by Lessee within ten (10) days after receipt of written notice, City shall have the right to enter upon the leased premises and perform the necessary maintenance, the cost of which shall be borne by Lessee.

B. ALTERATIONS TO AND CONDITIONS OF PREMISES.

Any change in exterior paint colors shall be subject to the prior written approval of the City of Brenham. Lessee agrees not to construct, install, remove and/or materially modify any of the buildings or premises leased hereunder without prior written approval of the City of Brenham subject to the conditions considered by City to be necessary.

Lessee shall not remove or demolish, in whole or in part, any improvements upon the premises without the prior written consent of City which may, at its discretion, condition such consent upon the obligation of Lessee to replace the same by an improvement specified in such consent.

C. TRASH, GARBAGE, LANDSCAPING.

Lessee shall provide a complete and proper arrangement of the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse caused as a result of the operation of its business. Lessee shall provide and use approved receptacles for all such garbage, trash and other refuse. Piling of boxes, cartons, barrels or other similar items in an unattractive or unsafe manner, on or about the leased premises, is prohibited.

Lessee shall be responsible for maintaining suitably attractive yard-appearance, as follows: Lessee shall be responsible for groundskeeping and shall screen any outside storage or work areas by the use of an opaque fence or other suitable opaque barrier so that such storage or work areas shall be hidden from public view from the street.

Lessee is specifically responsible for mowing (and to ensure that weed or grass growth is never allowed in excess of that allowed by City weed ordinance requirements) and removal of weeds from around fences and buildings for the area within ten feet of the property shown on the attached Exhibit "A". Lessee is encouraged to provide additional landscaping beyond the minimum required by City to assist in enhancing Airport appearance.

D. SIGNS.

Lessee may not install identifying signs on the leased premises except with the written permission of City Manager.

E. UTILITIES.

Lessee shall assume and pay for all costs or charges for utility services furnished to Lessee during the term hereof; provided, however, that Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and Lessee shall pay for any and all service charges incurred therefor.

F. FIELD USE CHARGES.

Nothing herein shall be deemed to relieve Lessee and its tenants, sublessees, patrons, invitees, and others from field landing fees, nor its guests from fuel flowage fees, as are levied by City or the Fixed Base Operator.

G. PAYMENTS DUE.

Lessee agrees that no payments owed by Lessee of any nature whatsoever to City, including payment in advance for service charges, such as garbage collection, or any other sums of any character whatsoever, shall become delinquent or in arrears.

H. COMPLIANCE WITH RULES.

Lessee will comply with any and all federal or state laws, rules and regulations, and all regulations made by the City of Brenham and approved by the City Council.

I. NONDISCRIMINATION/FEDERALLY REQUIRED ASSURANCES.

Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby agree that "as a covenant running with the land" (1) no person on the grounds of race, color, sex, creed, national origin, or handicapped status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, or in the construction of any improvements on, or under such land, or the furnishing of services thereof, and (2) that Lessee shall use the premises in compliance with and conduct its operations in accordance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, or Section 504 of the Rehabilitation of 1973 (23 USC 794) and 49 CFR Part 27 and as said regulations may be amended, and that Lessee will comply with such enforcement procedures as the United States might demand that City take.

J. FAA AND OTHER APPROVAL OF USE.

Lessee agrees to secure approval from the Federal Aviation Administration concerning the height and location of all buildings or improvements or modifications thereof which may

be constructed or installed on the leased premises and to satisfy any applicable environment or other requirements of federal, state, and local authorities as to noise, smoke, fumes emissions, storm water, or other hazards or potential hazards or other offensive nuisances, if any, which may occur as a result of Lessee's operations on the premises.

K. NON-INTERFERENCE WITH OPERATION OF AIRPORT/EASEMENTS.

1. Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft at Airport or otherwise constitute a hazard. If Lessee violates this, City reserves the right to enter upon the premises and remove the interference at the expense of the Lessee.
2. City shall maintain and keep in good repair the landing area of the Airport, and shall have the right to direct and control all activities of the Lessee in this regard.
3. City shall retain an easement over, above and on the premises in relation to aircraft noise and the utilization of the air space for the purposes of the operation of said Airport.

L. LESSEE AUTHORITY.

The officers of the Lessee which execute this lease represent and promise that they are duly authorized by corporate resolution or other appropriate authorization to execute the same on behalf of Lessee.

ARTICLE III – OTHER CONDITIONS

1. Lessee agrees to pay all public utility charges that may be assessed, including charges for gas, electric, water and any other utility charge.
2. Any holding over by Lessee or his successors, at the expiration or termination of this lease, in whatever manner its termination may be brought about, shall not operate as a renewal of this lease, but during the period of such holding over Lessee shall be a tenant at the will of Lessor.
3. Lessee shall maintain property and casualty insurance in amounts satisfactory with Lessor and shall provide for public liability insurance in the amount of ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS in order to protect Lessor against claims arising because of the operation of Lessee. Lessee shall give evidence of insurability. CITY OF BRENHAM, TEXAS shall always be shown as an addition insured. Provided, however, if CITY OF BRENHAM, TEXAS so elects, it may take out said insurance and then prorate said costs to Lessee and any Sublessees on an equitable basis, as determined by CITY OF BRENHAM, TEXAS. The CITY OF BRENHAM reserves the right to require that the amount of any and all types of insurance may be increased upon the CITY OF BRENHAM giving thirty (30) days notice to Lessee or any sublessee.
4. The CITY OF BRENHAM requires that Lessee and users of Lessee's premises shall agree to be bound by all of the regular rules and regulations as may be set out by the F.A.A. as to pilots and their conduct and that they agree to abide by any and all local rules that may be approved by the City Council of the CITY OF BRENHAM, TEXAS, for pilots at the CITY OF

BRENHAM MUNICIPAL AIRPORT and as may be adopted by the AIRPORT ADVISORY COMMITTEE of the CITY OF BRENHAM, TEXAS. Lessee shall agree that in the event he is found not to have abided by the rules or does not correct a situation required to be corrected by the City of Brenham, then and in that event he may lose his privilege to occupy the Hangar that is located on property being leased by the CITY OF BRENHAM, TEXAS.

5. This Lease is governed by the laws of the State of Texas and performable in Washington County, Texas.

6. If any provision herein is held to be invalid in a court of law, the invalidity of such provision shall in no way affect the validity of any other provision.

7. Any notice required herein shall be effective upon mailing to the address described herein by depositing said notice in the mail, certified mail – return receipt requested.

APPROVED this the ____ day of September, 2014.

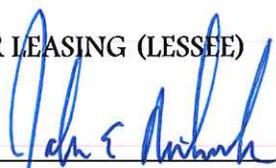
CITY OF BRENHAM (LESSOR)

Milton Y. Tate, Jr., Mayor
City of Brenham
P. O. Box 1059
Brenham, TX 77834-1059

ATTEST:

Jeana Bellinger, City Secretary

JR LEASING (LESSEE)



John Richardson dba
JR Leasing
P.O. Box 675
Bellville, Texas 77418
(979) 865-2393

3189 Aviation Way



Exhibit "A"



AGENDA ITEM 15

DATE OF MEETING: September 18, 2014		DATE SUBMITTED: September 15, 2014	
DEPT. OF ORIGIN: 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 Renewal of City of Brenham Group Health Plan with TML Multistate Intergovernmental Employee Benefits Pool and Establishment of Funding Rates for Calendar Year 2015 and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY STATEMENT: Please see attached memo.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) Memo; and (2) Spreadsheet with Detailed Information			
FUNDING SOURCE (Where Applicable): Funds are budgeted in each department in FY15 Budget.			
RECOMMENDED ACTION: Approve renewal of City of Brenham Group Health Plan with TML Multistate Intergovernmental Employee Benefits Pool and establishment of funding rates for calendar year 2015 and authorize the Mayor to sign necessary documentation.			
APPROVALS: Terry K. Roberts			



MEMORANDUM

TO: MAYOR AND COUNCILMEMBERS

CC: TERRY ROBERTS

FROM: JANIE MEHRENS

DATE: SEPTEMBER 15, 2014

SUBJECT: RENEWAL OF FULLY-FUNDED GROUP MEDICAL PLAN WITH TML
MULTISTATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL AND
APPROVAL OF FUNDING RATES FOR CALENDAR YEAR 2015

The annual procurement of group medical coverage is being presented somewhat earlier this year than in the past for the January 1 renewal. New enrollment requirements of TML IEBP require that the City's plan election be made by September 22 with employee enrollment beginning in early November.

The renewal rates received from TML Multistate IEBP for Calendar 2015 are shown on the attached Rerate Notice as well as on the accompanying spreadsheet.

The overall increase in rates is 11% over current calendar year rates. Because a proposed 2% COLA has been deferred until mid-year, staff is recommending that employee costs remain at the current level and that City contribution rates increase by the amounts shown on the spreadsheet. Since the proposed funding rates do not include an increase in employee contributions, this results in an increase of 11.5% in City costs.

The rates would become effective January 1, 2015.

GROUP HEALTH FUNDING RATES CALENDAR YEAR 2015

RATES EFF. JANUARY 1, 2014

CATEGORY	MO. PREMIUM	CITY SHARE	CITY SHARE	TOTAL CITY SHARE	EMPLOYEE SHARE	EMPLOYEE BIWEEKLY RATE
ACTIVE EMPLOYEES		EMPLOYEE	DEPENDENT			
EMP ONLY	\$ 599.20	\$ 569.82		\$ 569.82	\$ 29.38	\$ 14.69
EMP & SP	\$ 1,540.74	\$ 569.82	\$ 715.46	\$ 1,285.28	\$ 255.46	\$ 127.73
EMP & CHILD	\$ 1,058.82	\$ 569.82	\$ 291.80	\$ 861.62	\$ 197.20	\$ 98.60
EMP & FAM	\$ 1,772.86	\$ 569.82	\$ 779.76	\$ 1,349.58	\$ 423.28	\$ 211.64

COBRA RATES			
	MO PREMIUM	2% ADMIN FEE	TOTAL
EMP ONLY	\$ 599.20	\$ 11.98	\$ 611.18
EMP & SP	\$ 1,540.74	\$ 30.81	\$ 1,571.55
EMP & CHILD	\$ 1,058.82	\$ 21.18	\$ 1,080.00
EMP & FAM	\$ 1,772.86	\$ 35.46	\$ 1,808.32

RETIREE RATES			
	Mo Premium	Subsidy	Net Premium
EMP ONLY	\$ 569.82	\$ (100.00)	\$ 469.82
EMP & SP	\$ 1,540.74	\$ (200.00)	\$ 1,340.74
EMP & CHILD	\$ 1,058.82	\$ (200.00)	\$ 858.82
EMP & FAM	\$ 1,772.86	\$ (200.00)	\$ 1,572.86

PROPOSED GROUP HEALTH FUNDING RATES EFFECTIVE JANUARY 1, 2015

CATEGORY	MO. PREMIUM	CITY SHARE	CITY SHARE	TOTAL CITY SHARE	EMPLOYEE SHARE	BIWEEKLY RATE	INCREASE PER MONTH EMPLOYEE	INCREASE PER MONTH CITY
ACTIVE EMPLOYEES		EMPLOYEE	DEPENDENT				EMPLOYEE INCR PER MO 0%	CITY INCR PER MO 11.5%
EMP ONLY	\$ 665.12	\$ 635.74		\$ 635.74	\$ 29.38	\$ 14.69	\$ -	\$ 65.92
EMP & SP	\$ 1,710.24	\$ 635.74	\$ 819.04	\$ 1,454.78	\$ 255.46	\$ 127.73	\$ -	\$ 169.50
EMP & CHILD	\$ 1,175.30	\$ 635.74	\$ 342.36	\$ 978.10	\$ 197.20	\$ 98.60	\$ -	\$ 116.48
EMP & FAM	\$ 1,967.88	\$ 635.74	\$ 908.86	\$ 1,544.60	\$ 423.28	\$ 211.64	\$ -	\$ 195.02

COBRA RATES			
	MO PREMIUM	2% ADMIN FEE	TOTAL
EMP ONLY	\$ 665.12	\$ 13.30	\$ 678.42
EMP & SP	\$ 1,710.24	\$ 34.20	\$ 1,744.44
EMP & CHILD	\$ 1,175.30	\$ 23.51	\$ 1,198.81
EMP & FAM	\$ 1,967.88	\$ 39.36	\$ 2,007.24

RETIREE RATES			
	Mo Premium	Subsidy	Net Premium
EMP ONLY	\$ 635.74	\$ (100.00)	\$ 535.74
EMP & SP	\$ 1,710.24	\$ (200.00)	\$ 1,510.24
EMP & CHILD	\$ 1,175.30	\$ (200.00)	\$ 975.30
EMP & FAM	\$ 1,967.88	\$ (200.00)	\$ 1,767.88

CENSUS

		CITY SHARE	ANNUAL REVENUE	EMP SHARE
EMP ONLY	104	523.88	653,797.28	27.72
EMP/SPOUSE	20	827.86	198,686.96	241.00
EMP/CHILD	44	747.56	394,712.11	186.04
EMP/FAMILY	40	1,053.46	505,660.56	399.32
	<u>208</u>		<u>1,752,856.91</u>	
RETIRE				
EMP ONLY	3			523.88
EMP/SPOUSE	3			1,068.86
	<u>6</u>			

TOTAL ANNUAL ANTICIPATED REVENUE

2014 RATES X12

	CENSUS	Employee Contribution - No Increase	City Contribution - TML IEBP Rates - EE Contrib	Total Contribution
Medical Ee	93	32,792	635,916	668,707
Medical Sp	19	58,245	293,044	351,289
Medical Ch	69	163,282	713,421	876,703
Medical Fa	33	167,619	534,434	702,053
PT Medica	3	10,786	10,786	21,571
PT Medica	0			
	217	432,723	2,187,600	2,620,323
2014 BUDGET w/ 4% Incr			2,152,542	
DIFFERENCE			35,058	

	CENSUS	ANNUAL (3M x 2013 +9 MO x 2014)	ANNUAL CITY COST
Medical Ee	93	#REF!	#REF!
Medical Sp	19	#REF!	#REF!
Medical Ch	69	#REF!	#REF!
Medical Fa	33	#REF!	#REF!
PT Medica	3	#REF!	#REF!
PT Medica	0		\$ -
	217		#REF!
Difference			#REF!

ANNUAL REVENUE

34,589.62

57,839.22

98,228.58

191,673.20

382,330.61	2,135,187.52
------------	--------------

18,859.54

38,478.93

57,338.46	57,338.46
-----------	-----------

2,192,525.98



TML MultiState Intergovernmental Employee Benefits Pool Rerate Notice and Benefit Verification Form

Brenham

Original

Plan Year 2014-2015 (12 Months)

Rates are subject to change if there is any legislation passed during the plan year affecting benefits.
Supplemental benefits cannot be accessed without accessing the TML MultiState IEBP Medical Benefit Plan

Medical

Employer Group Medical Plan

Plan	Benefit Percent	In Net Ded	Out Net Ded	In Net OOP	Office Visit	XRay & Lab in OV	Rates	Current	New	Employee Subsidy	195% of Employee
P85-60-25-Mac A	80/50	\$600	\$850	\$2500	\$25	No	Employee:	\$599.20	\$646.76	\$665.12	\$1,261.18
							Spouse:	\$941.54	\$1,029.72	\$1,045.12	\$2,007.96
							Child(ren):	\$459.62	\$510.18	\$510.18	\$994.86
							Family:	\$1,173.66	\$1,302.76	\$1,302.76	\$2,540.40
P85-120-25-Mac A	80/50	\$1200	\$1450	\$2500	\$25	No	Employee:	\$400.50	\$412.52	\$412.52	\$804.40
							Spouse:	\$628.58	\$647.44	\$647.44	\$1,262.50
							Child(ren):	\$306.82	\$316.02	\$316.02	\$616.26
							Family:	\$783.54	\$807.06	\$807.06	\$1,573.74

Dental Plan

No Dental Coverage

Vision Plan

No Vision Coverage

Pre-65 Retiree Medical

Retirees within Manual

Pre-65 Retiree Dental

No Pre-65 Retiree Dental Coverage

Pre-65 Retiree Vision

No Pre-65 Retiree Vision Coverage

LTD

No LTD Coverage

STD

No STD Coverage

Basic Life and AD&D

No Basic Life and AD&D Coverage

Dependent Life

No Dependent Life Coverage

Voluntary AD&D

No Voluntary AD&D Coverage

Additional Employee Life and AD&D

No Additional Employee Life and AD&D Coverage

Basic & Additional Retiree Life

No Basic & Additional Retiree Life Coverage

Continuation of Coverage (COC)

Yes

Benefit Waiting Period

60 days after date of hire

Medical Network

Choice Plus

Flex, HRA, HSA & RRA

Flex Admin

HRA Admin

HSA Admin

RRA Admin

Yes

No

No

No

Select one of the following options for Flex:

Debit Card Flex (\$3.70 per participant per month)

Paper Flex (\$5 per participant per month)

Select one or all of the following options for HRA, HSA & RRA:

HRA (\$3.70 per participant per month - debit card only)

HSA (\$3.70 per participant per month - debit card only)

RRA (\$3.70 per participant per month - debit card only)

If employer accesses Debit Card Flex and/or HRA, HSA or RRA, only one charge of \$3.70 per participant per month will be incurred.

Medication Therapy Management Program

Maximum Allowable Cost (MAC A)

If a brand name drug is dispensed and a generic alternate drug exists, the Covered Individual pays the difference between the brand name and generic price in addition to the appropriate copayment for the brand name. The cost difference between the brand name and generic price does not apply to any individual deductibles or out of pocket amounts. The MAC differential applies to all prescriptions purchased through this program when a generic alternate is available.

Maximum Allowable Cost (MAC C)

Covered Individual will pay the appropriate copayment amount of the prescription.

Prescription Clinical Program

Refer to Medication Therapy Management Guide for information on step therapy, prior authorization, cost share, generic, best brand, non best brand, align and broad network plan guidelines.

<p>Over the Counter Alternates and Prescription Networks</p>	<p>Retail: Covered Individual OOP (up to 34 days supply max unless noted otherwise)</p>	<p>Mail/Maintenance up to 84/90 day dispensement MedVantx: (866) 744-0621 Specialty/Biotech/Biosimilar up to 34 day dispensement Diplomat: (877) 977-9118 Covered Individual OOP</p>																																											
<p>Prescribed Over the Counter Alternatives:</p> <p>Doctor Ordered:</p> <ul style="list-style-type: none"> Smoking Cessation (Nicorette Gum), Quantity Limit - 3 boxes per plan year Aspirin, Folic Acid, Fluoride Chemoprevention Supplements, Iron Deficiency Supplements, and Vitamin D supplementation to prevent falls in community-dwelling adults age 65 years and older who are at an increased risk for falls; per prescription 	<p>\$0.00</p>	<p>N/A</p>																																											
<p>Women's Preventive Health Services</p>	<table border="1"> <thead> <tr> <th data-bbox="526 695 1060 758">Benefit</th> <th data-bbox="1060 695 1166 758">Medical Plan</th> <th data-bbox="1166 695 1256 758">Rx Plan</th> </tr> </thead> <tbody> <tr> <td data-bbox="526 758 1060 793">Oral Generic/Align Network (no cost share)</td> <td data-bbox="1060 758 1166 793"></td> <td data-bbox="1166 758 1256 793">X</td> </tr> <tr> <td data-bbox="526 793 1060 829">IUD Device (no cost share)</td> <td data-bbox="1060 793 1166 829">X</td> <td data-bbox="1166 793 1256 829">X**</td> </tr> <tr> <td data-bbox="526 829 1060 865">Implant Device (no cost share)</td> <td data-bbox="1060 829 1166 865">X</td> <td data-bbox="1166 829 1256 865">X**</td> </tr> <tr> <td data-bbox="526 865 1060 928">Permanent Implantable Contraceptive Coil (subject to the appropriate deductible and benefit percentages)</td> <td data-bbox="1060 865 1166 928">X</td> <td data-bbox="1166 865 1256 928"></td> </tr> <tr> <td data-bbox="526 928 1060 963">Insertion and/or Removal of Devices (no cost share)</td> <td data-bbox="1060 928 1166 963">X</td> <td data-bbox="1166 928 1256 963"></td> </tr> <tr> <td data-bbox="526 963 1060 999">Sonogram to Detect Placement of Device (no cost share)</td> <td data-bbox="1060 963 1166 999">X</td> <td data-bbox="1166 963 1256 999"></td> </tr> <tr> <td data-bbox="526 999 1060 1035">Injectable Contraceptives/Align Network (no cost share)</td> <td data-bbox="1060 999 1166 1035">X</td> <td data-bbox="1166 999 1256 1035">X</td> </tr> <tr> <td data-bbox="526 1035 1060 1071">Injectable Administration Fee (no cost share)</td> <td data-bbox="1060 1035 1166 1071">X</td> <td data-bbox="1166 1035 1256 1071"></td> </tr> <tr> <td data-bbox="526 1071 1060 1134">Diaphragm, Hormone Vaginal Ring, Hormone Patch, Cervical Cap, Spermicides, Sponges (no cost share)</td> <td data-bbox="1060 1071 1166 1134"></td> <td data-bbox="1166 1071 1256 1134">X</td> </tr> <tr> <td data-bbox="526 1134 1060 1169">Diaphragm Instruction and Fitting Fee (no cost share)</td> <td data-bbox="1060 1134 1166 1169">X</td> <td data-bbox="1166 1134 1256 1169"></td> </tr> <tr> <td data-bbox="526 1169 1060 1205">Contraceptive Management (no cost share)</td> <td data-bbox="1060 1169 1166 1205">X</td> <td data-bbox="1166 1169 1256 1205"></td> </tr> <tr> <td data-bbox="526 1205 1060 1241">Female Condoms</td> <td data-bbox="1060 1205 1166 1241"></td> <td data-bbox="1166 1205 1256 1241">X</td> </tr> <tr> <td data-bbox="526 1241 1060 1318">Medications for risk reduction of breast cancer in women who are at increased risk for breast cancer and at low risk for adverse medication effects: Tamoxifen or Raloxifene</td> <td data-bbox="1060 1241 1166 1318"></td> <td data-bbox="1166 1241 1256 1318">X</td> </tr> </tbody> </table> <p>** Represents no cost share under prescription plan within Align and Broad Network</p>		Benefit	Medical Plan	Rx Plan	Oral Generic/Align Network (no cost share)		X	IUD Device (no cost share)	X	X**	Implant Device (no cost share)	X	X**	Permanent Implantable Contraceptive Coil (subject to the appropriate deductible and benefit percentages)	X		Insertion and/or Removal of Devices (no cost share)	X		Sonogram to Detect Placement of Device (no cost share)	X		Injectable Contraceptives/Align Network (no cost share)	X	X	Injectable Administration Fee (no cost share)	X		Diaphragm, Hormone Vaginal Ring, Hormone Patch, Cervical Cap, Spermicides, Sponges (no cost share)		X	Diaphragm Instruction and Fitting Fee (no cost share)	X		Contraceptive Management (no cost share)	X		Female Condoms		X	Medications for risk reduction of breast cancer in women who are at increased risk for breast cancer and at low risk for adverse medication effects: Tamoxifen or Raloxifene		X	
Benefit	Medical Plan	Rx Plan																																											
Oral Generic/Align Network (no cost share)		X																																											
IUD Device (no cost share)	X	X**																																											
Implant Device (no cost share)	X	X**																																											
Permanent Implantable Contraceptive Coil (subject to the appropriate deductible and benefit percentages)	X																																												
Insertion and/or Removal of Devices (no cost share)	X																																												
Sonogram to Detect Placement of Device (no cost share)	X																																												
Injectable Contraceptives/Align Network (no cost share)	X	X																																											
Injectable Administration Fee (no cost share)	X																																												
Diaphragm, Hormone Vaginal Ring, Hormone Patch, Cervical Cap, Spermicides, Sponges (no cost share)		X																																											
Diaphragm Instruction and Fitting Fee (no cost share)	X																																												
Contraceptive Management (no cost share)	X																																												
Female Condoms		X																																											
Medications for risk reduction of breast cancer in women who are at increased risk for breast cancer and at low risk for adverse medication effects: Tamoxifen or Raloxifene		X																																											
<p>Align Network Value Tiered up to 34 day <u>Non-cost Share generic</u> dispensement</p>	<p>\$0.00</p>	<p>N/A</p>																																											
<p>Align Network Value Tiered up to 90 day <u>Non-Cost Share generic</u> dispensement</p>	<p>\$9.00</p>	<p>N/A</p>																																											
<p>Broad Network <u>Non-Cost Share Generic</u></p>	<p>\$10.00</p>	<p>\$25.00</p>																																											
<p>Broad and Align Network <u>Non-Cost Share Best Price Brand List</u></p>	<p>\$38.00</p>	<p>\$95.00</p>																																											
<p>Broad and Align Network <u>Non-Cost Share Non-Best Price Brand List</u></p>	<p>\$60.00</p>	<p>\$150.00</p>																																											
<p>Broad and Align Network Cost Share</p>	<p>\$120.00</p>	<p>\$300.00</p>																																											
<p>Specialty/Biotech Prescriptions</p>	<p>N/A</p>	<p>\$100.00 for up to 34 day dispensement</p>																																											
<p>Biosimilar Prescriptions</p>	<p>N/A</p>	<p>\$75.00 for up to 34 day dispensement</p>																																											
<p>Prescription Refill Control Standards</p>	<p>75%</p>	<p>60%</p>																																											



AGENDA ITEM 16

DATE OF MEETING: September 18, 2014		DATE SUBMITTED: September 12, 2014
DEPT. OF ORIGIN: Administration		SUBMITTED BY: Amanda Klehm
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input checked="" type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-14-019 Authorizing the Execution of an Agreement with TxDOT for the Temporary Closure of State Right of Way in Connection with the 2014 Christmas Stroll to be Held on Friday, December 5, 2014		
SUMMARY STATEMENT: The 2014 Christmas Stroll is sponsored by the City of Brenham. Their goal is to attract shoppers to the downtown area. This year's stroll will be held on December 5, 2014 from 5:30 pm until 10:00 pm. Main and Alamo Streets will be closed between Market Street and Austin Street from 4:00 pm until 10:00 pm. There will be live musical entertainment, parade, Farmer's Market and vendors, kids' activities, choirs and bands.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Application for Event Permit (With Street Closures); and (2) Agreement with TxDOT for the Temporary Closure of State Right of Way including the Parade Map and Resolution No. R-14-019		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve Resolution No. R-14-019 authorizing the execution of an Agreement with TxDOT for the temporary closure of state right of way in connection with the 2014 Christmas Stroll to be held on Friday, December 5, 2014.		
APPROVALS: Terry K. Roberts		

APPLICATION FOR EVENT PERMIT (WITH STREET CLOSURES)

1. Name of sponsoring organization: City of Brenham
2. Name of individual making application on behalf of sponsoring organization: Crystal Locke
3. Proposed date(s) of event: December 5, 2014.
4. Purpose of the event: annual Christmas Stroll & parade
5. Proposed street closures for the event: main st. ^{+ alamo st.} from market to
austin; park st. from vulcan to commew;
Douglas, Baylor & st. Charles from vulcan to
commew.
6. Proposed times of street closures (allowing for assembly/set-up and breakdown/cleanup):
Proposed closure date and time: Dec. 5, 2014 at 4:00pm.
Closure requested until: Dec. 5, 2014 at 10:00pm.
7. Event start date and time: Dec. 5, 2014 at 6:00pm.
8. Event termination date and time: Dec. 5, 2014 at 10:00pm.
9. Describe types of activities planned (entertainment, food booths, theme of items for sale, etc):
lighted parade, live entertainment, ice
skating rink & food vendors.
10. Estimated attendance (event organizers and spectators): approximately 2,500
11. Special Requests and/or additional information peculiar to this event: _____

Crystal Locke
Name of Applicant (typed or printed)

Date: 08/18/14.

C. Locke
Applicant or Authorized Person's Signature

Telephone Number

EVENT PERMIT (WITH STREET CLOSURES)

1. Street Closure Times: Beginning at Dec. 5, 2014 at 4pm. (Date and time) Ending at Dec. 5, 2014 at 10pm. (Date and time)

2. Street Closings: main from market to austin; alamo from market to austin; st. charles from vulcan to commerce; S. Baylor from vulcan to commerce; N. Park from vulcan to commerce; Douglas market from vulcan to commerce; commerce sycamore.

Exceptions/additional information:

3. Event set-up times: From 4pm to 6pm; 4. Event start time: 6pm; 5. Event closing time: 10pm; 6. Breakdown/cleanup: From 9:30pm to 10pm.

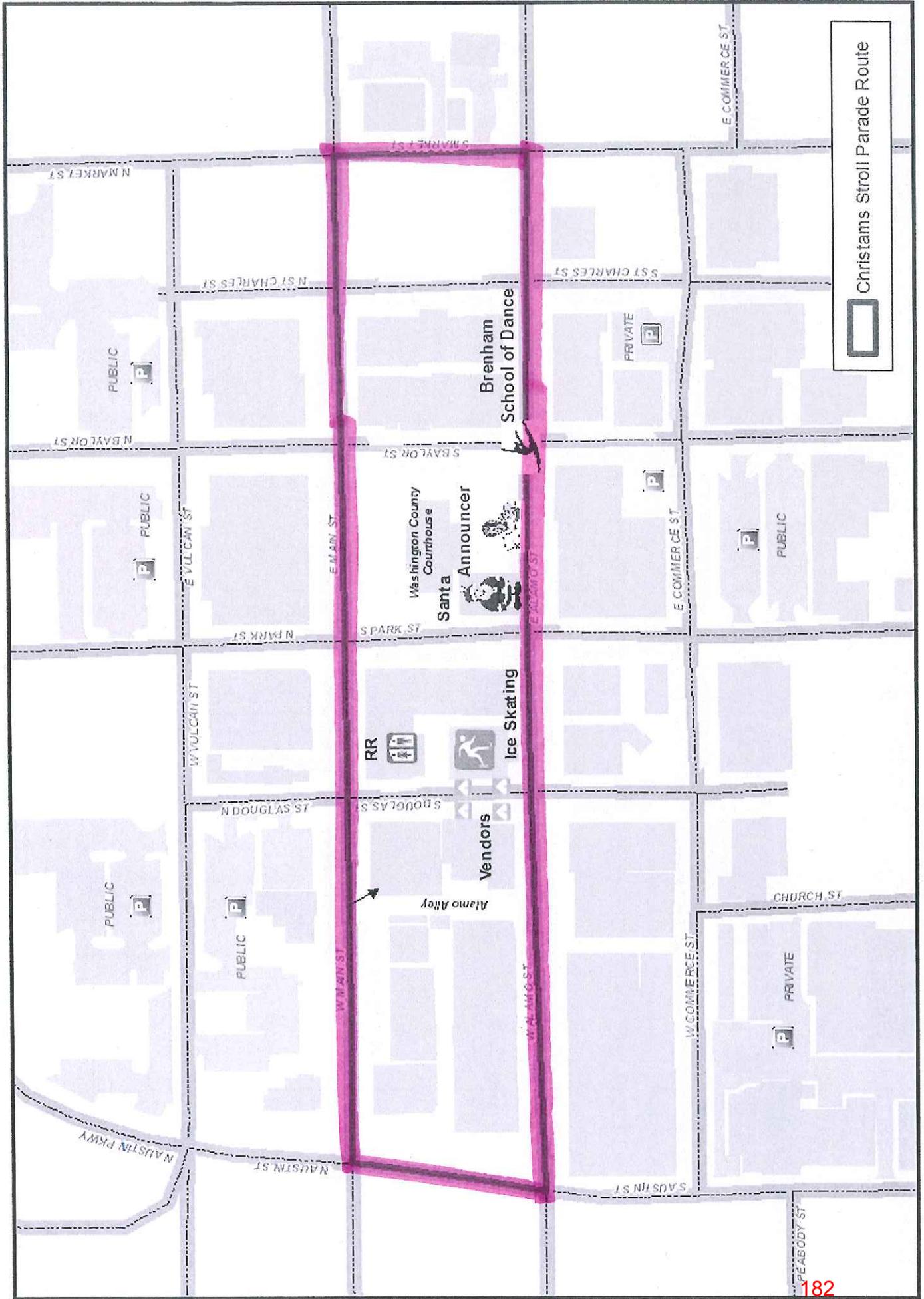
7. Permittee agrees to advise all participants(other than the general public), either orally or by written notice, of the terms and conditions of the ordinance and permit prior to the commencement of such event.

CITY OF BRENHAM

By: Director of Public Works; Crystal Locke Applicant

Date: 08/18/14

2014 Christmas Stroll and Parade Route



STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Brenham, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Alamo and Main Streets, in Washington, County; and

WHEREAS, the local government has requested the temporary closure of Alamo and Main Streets (Business 290) for the purpose of the 2014 Christmas Stroll, from 4:00 pm to 10:00 pm on Friday, December 5, 2014, as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 18th day of September, 2014, the Brenham City Council passed Resolution/ Ordinance No. R-14-019, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State’s right of way, the local government and/or its contractors shall furnish to the State a completed “Certificate of Insurance” (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State’s right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
Milton Y. Tate, Jr. , Mayor City of Brenham P.O. Box 1059 Brenham, Texas 77834-1059	Texas Department of Transportation <u>Catherine Hejl, P.E.</u> <u>District Engineer</u> <u>1300 North Texas Avenue</u> <u>Bryan, Texas 77803-2760</u>

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF BRENHAM

Executed on behalf of the local government by:

By _____ Date _____
City Official

Typed or Printed Name and Title: Milton Y. Tate, Jr.
Mayor

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Exhibit A

This request is for closure of Alamo and Main Streets from Market Street to Austin Street

(See attached map)

on December 5, 2014

Date and Time of Closure

Streets are to be closed from 4:00 pm until 10:00 pm on Friday, December 5, 2014

All streets will be barricaded with traffic control devices and will be staffed with personnel from the Brenham Police Department.

Attached is a map showing the location of street closures and the detour routes from thru traffic.

The proposed activity that requires these street closures is the

2014 Christmas Stroll

Exhibit B

RESOLUTION NO. R-14-019

THE STATE OF TEXAS

COUNTY OF WASHINGTON

WHEREAS, the Texas Department of Transportation operates certain state highways within the City limits of the City of Brenham;

WHEREAS, the City of Brenham has received requests for street closings along state highways within the City of Brenham;

WHEREAS, the Texas Department of Transportation and the City of Brenham have agreed to certain terms and conditions regarding the closing of a portion of the state highway within the City limits for the purpose of said closings;

WHEREAS, the City Council of the City of Brenham has considered the foregoing and the aforesaid contract and have agreed to be bound by the provisions thereof for the purpose of closing said streets for the 2014 Christmas Stroll.

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

The Mayor of Brenham, acting on behalf of the City Council of the City of Brenham is hereby authorized to execute the attached agreement with the Texas Department of Transportation in connection with the closure of state highways within the City of Brenham associated with the 2014 Christmas Stroll. This resolution is effective upon its adoption.

Adopted this the 18th day of September, 2014

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeanna Bellinger, City Secretary

Exhibit C

The **2014 Christmas Stroll** occurs on Friday, December 5, 2014 and is sponsored by Main Street Brenham. Main and Alamo streets will be closed between Market Street and Austin Street from 4:00 p.m. until 10:00 p.m. Main and Alamo streets will feature live musical entertainment, parade, Farmer's Market, vendors on Park Street, kids' activities, bands and choirs.