



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, MAY 16, 2019 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN ST.
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – City Manager James Fisher**
- 3. Administer Oaths of Office to Elected Officials and Issue Certificates of Election for Mayor and Council Positions:**

**Mayor
Councilmember Ward 2 - Place 2
Councilmember Ward 4 - Place 4**

**Milton Y. Tate, Jr.
Albert Wright
Adonna Saunders**

- 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. Approve a Noise Variance from Washington County Historical Juneteenth Association for a Juneteenth Celebration at Fireman's Park to be Held on June 14, 2019 from 7:00 p.m. – 11:00 p.m. and June 15, 2019 from 12:00 p.m. – 4:00 p.m. and Authorize the Mayor to Execute Any Necessary Documentation**
- 5-b. Approve a Noise Variance for the City of Brenham for a Kids to Parks Day to be Held on May 18, 2019 from 9:00 a.m. – 11:30 a.m. at Fireman's Park and Authorize the Mayor to Execute Any Necessary Documentation **Pages 1-3****

WORK SESSION

6. **Discussion and Update on FY2019-20 Budget Workshop Dates and Upcoming City Council Meeting Dates**
Pages 4-5

REGULAR SESSION

7. **Discuss and Possibly Act Upon the Election of a Mayor Pro Tem by the City Council**
Page 6
8. **Discuss and Possibly Act Upon Bid No. 19-001 for HVAC Service and Maintenance for Various City Facilities and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 7-9
9. **Discuss and Possibly Act Upon a Contract for Uniform Rental Services for Various City Departments and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 10-16
10. **Discuss and Possibly Act Upon Approval of An Assignment of Lease and a Memorandum of Lease with G3 Investments, LLC for Hangar Space at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 17-36

EXECUTIVE SESSION

11. **Section 551.087 – Texas Government Code – Economic Development Negotiations – Discuss and Deliberate Project Hi-Speed Regarding Commercial or Financial Information that the City Has Received from a Business Prospect and the Offer of Financial or Other Incentives to a Business Prospect that the City Seeks to Have Locate In or Near the City of Brenham and With Which the City is Conducting Economic Development Negotiations**
Page 37
12. **Section 551.072 – Texas Government Code – Deliberation Regarding Real Property – Discussion Regarding the Possible Acquisition of Real Property in the Downtown Area**
Page 38

RE-OPEN REGULAR AGENDA

13. **Discuss and Possibly Act Upon the Approval of a Performance Agreement of the Brenham Community Development Corporation (BCDC) Regarding Project Hi-Speed and Authorize the Mayor to Execute Any Necessary Documentation**
Page 39

14. Discuss and Possibly Act Upon the Purchase of Real Property in the Downtown Area for Future Municipal Improvements and Authorize the Mayor to Execute Any Necessary Documentation

Page 40

15. Administrative/Elected Officials Report

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

Adjourn

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

CERTIFICATION

I certify that a copy of the May 16, 2019 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan, Brenham, Texas on May 13, 2019 at **12:20 PM.**

Kacey A. Weiss, TRMC

Deputy City Secretary I

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the ____ day of _____, 2019 at _____ AM PM.

Signature

Title

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: Washington County Historical Juneteenth Association
2. Name and address of individual making application on behalf of sponsoring organization: Leticia Wills Murphy 1828 Sandy Point Rd #4106
Bryan, TX 77807
3. Purpose of the Event: Juneteenth Celebration
4. Location of Event: Five men Park
5. Date of the event: June 14 & June 15 Saturday
6. Time of Event: 7:00pm - 11:00pm 12:00pm - 4:00pm
7. Event Set-up: From: Fri: 6:00pm To: _____
Event Clean-up: From: _____ To: Saturday 4:00pm
8. You are required to describe the following:

a) Types of Activities Planned and any additional information specific to this event: Concert
in the park with live Band community welcome to
bring chairs to sit under & around the pavillion and
enjoy the band, dancing & free refreshments

b) Bands/Musical Instruments: (1) Band

c) Sound amplification equipment: Equipment provided by Band

d) Cleanup provisions: Juneteenth will clean up Friday / City
Of Brenham, clean up Saturday
Date: 3/29/19

Name of Applicant (Printed or Typed)

Applicant or Authorized Person's Signature

Phone: 979-446-6433

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

Paid 03/29/19
Cash \$10.00 kw

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization:
City of Brenham Parks and Recreation
2. Name and address of individual making application on behalf of sponsoring organization: _____
Crystal Locke - 200 W. Vulcan Street Brenham, Texas 77833
3. Purpose of the Event: Kids to Parks Day - a national day of play that connects kids and families with their local, state, and national parks.
4. Location of Event: Fireman's Park - 901 N. Park Street
5. Date of the event: Saturday, May 18, 2019
6. Time of Event: 9am-11:30am
7. Event Set-up: From: 8am To: 9am
Event Clean-up: From: 11:30am To: 12:30pm
8. You are required to describe the following:
 - a) Types of Activities Planned and any additional information specific to this event: Flyer attached.
9am-9:45am: Kids Outdoor Photography
10am-10:45am: Interactive Story-time: Monarch Butterflies and Honey Bees
11am-11:30am: Family YOGA
 - b) Bands/Musical Instruments: No band
 - c) Sound amplification equipment:
Portable PA system
 - d) Cleanup provisions: _____

Crystal Locke
Name of Applicant (Printed or Typed)

Applicant or Authorized Person's Signature

Date: 05/08/2019
Phone: 979-337-7254

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



KIDS TO PARKS DAY

MAY 18 • 9AM-2PM

Fireman's Park 9 am - 11:30 am

9 am-9:45 am
Kids Outdoor Photography
Scott Hill, Brenham Portrait Gallery

10 am-10:45 am
Interactive Story-time: Monarch
Butterflies and Honey Bees
Debra Healy, Texas Master Naturalist &
Nancy Carol Roberts Memorial Library

11 am-11:30 am
Family YOGA
Michelle Rigsby, Personal Trainer



Blue Bell Aquatic Center 12 pm - 2 pm

12 pm-12:30 pm
Water Safety Demo
BBAC Staff

12:30 pm-2 pm
Free Swim! Outdoor Leisure Pool
BBAC Staff



Kids to Parks Day is a nationwide celebration of the great outdoors organized by the National Park Trust and designed to connect kids and families with their parks.

For more information visit cityofbrenham.org/kidstoparksday



AGENDA ITEM 6

DATE OF MEETING: May 16, 2019		DATE SUBMITTED: May 13, 2019	
DEPT. OF ORIGIN: Administration		SUBMITTED BY: James Fisher	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
☒ REGULAR	☐ PUBLIC HEARING	☐ 1ST READING	
☐ SPECIAL	☐ CONSENT	☐ 2ND READING	
☐ EXECUTIVE SESSION	☐ REGULAR	☐ RESOLUTION	
	☒ WORK SESSION		
AGENDA ITEM DESCRIPTION: Discussion and Update on FY2019-20 Budget Workshop Dates and Upcoming City Council Meeting Dates			
SUMMARY STATEMENT: The FY19-20 budget planning has begun and staff is working hard to finalize the budget calendar. Since there will be several budget-related meetings, staff thought it would be a good idea to review the schedule for the next few months with Council. The upcoming meeting dates and times are listed below: • <u>MAY</u> - o 23rd – Special Joint Meeting with the Planning & Zoning Commission to discuss the City’s sign ordinance. Meeting will start at 11:30 a.m. - o 27th – City Holiday. • <u>JUNE</u> - o 6th – Regular City Council meeting - o 13th – Special City Council meeting for FY20 Pre-Budget. Meeting will start at 9:00 a.m. <u>This meeting will be held in the EOC at the Fire Department.</u> - o 20th – Regular City Council meeting • <u>JULY</u> - o 4th – City Holiday. Council meeting cancelled (Recommended). - o 11th – Regular City Council meeting. Meeting will start at 1:00 p.m. - o 17th – Special City Council meeting for FY20 Budget. Meeting will start at 3:00 p.m. - o 18th – Special City Council meeting for FY20 Budget. Meeting will start at 8:30 a.m.* - o 18th – Regular City Council meeting. Meeting will start at 1:00 p.m.* *NOTE: The FY20 Budget meeting will start at 8:30 a.m. and run until the regular City Council meeting at 1:00 p.m. If the budget meeting is not completed, it will be continued after the regular Council meeting is over. - o 25th Special City Council meeting for FY20 Budget. Meeting will start at 9:00 a.m.			
Please let staff know if any of these days conflict with your schedules.			

STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:
ALTERNATIVES (In Suggested Order of Staff Preference): N/A
ATTACHMENTS: None
FUNDING SOURCE (Where Applicable): N/A
RECOMMENDED ACTION: None – discussion only.
APPROVALS: James Fisher



AGENDA ITEM 7

DATE OF MEETING: May 16, 2019	DATE SUBMITTED: May 13, 2019
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Jeana Bellinger
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1ST READING ☐ 2ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Election of a Mayor Pro Tem by the City Council	
SUMMARY STATEMENT: Article III, Section 12 of the City Charter sets forth the powers and duties of the Mayor Pro Tem. The appointment of the Mayor Pro Tem typically takes place at the first council meeting following the May election cycle. The Charter language reads: <i>“The City Council shall elect one of their number as Mayor pro-tempore, as soon as practicable after each regular election of Councilmembers, who in the absence or inability of the Mayor to act may exercise all the powers and authority appertaining to the office of Mayor.”</i>	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference): N/A	
ATTACHMENTS: None	
FUNDING SOURCE (Where Applicable): N/A	
RECOMMENDED ACTION: Appoint a member of City Council to serve as Mayor Pro Tem.	
APPROVALS: James Fisher	



AGENDA ITEM 8

DATE OF MEETING: May 16, 2019		DATE SUBMITTED: May 10, 2019	
DEPT. OF ORIGIN: Public Works		SUBMITTED BY: Dane Rau	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION	
	☐ WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Bid No. 19-001 for HVAC Service and Maintenance for Various City Facilities and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY: On May 3, 2019 Purchasing and City staff opened bids related to annual HVAC service and maintenance work throughout the year. Due to the loss of our full-time HXAC Technician and the lack of applicants for that position we have decided to pursue an annual contract for this work. Jeana Bellinger, myself and Stephen Draehn worked diligently to put together a bid that will provide for this work throughout the year and give the City of Brenham a reliable, knowledgeable, and reactive company top handle our HVAC needs for all city facilities except the Library. Bids were competitive with 3 companies submitting costs. R.E.C. Industries, Inc. submitted the lowest base bid which includes all city facilities along with some routine service work that is scheduled annually and bi-annually. As seen in the bid tabulation R.E.C. submitted a base bid price of \$20,264.00 annually with labor rates at \$95, \$45, \$142.50 (weekend rate) and \$190 and \$90 (Holiday rate). Staff has checked references on R.E.C. and has received positive feedback from other cities and state departments who they are currently servicing. They have been in business for 39 years and are located in Bryan, TX. This contract is for 1 yr. with the option to renew for two additional 1 yr. terms. Cary has reviewed this bid and contract and has approved both documents. We look forward to working with R.E.C. and also by going this route it may provide some savings compared to having a full-time HVAC Tech on staff. We would like to ask council to award Bid # 19-001 to R.E.C Industries, Inc. in the amount of \$20,264.00 along with hourly rates as stated in the bid tabulation.			

STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: One company to conduct HVAC routine maintenance along with requested service as called upon. Also may save money due to contracting out rather than hiring full-time HVAC Tech. B. CONS: None
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Bid Tabulation Form
FUNDING SOURCE (Where Applicable): Numerous departments
RECOMMENDED ACTION: Approve Bid No. 19-001 for HVAC Service and Maintenance to R.E.C. Industries, Inc. for various city facilities and authorize the Mayor to execute any necessary documentation
APPROVALS: James Fisher



BID TABULATION FORM

BID OPENING DATE: May 3, 2019 **BID OPENING TIME:** 10:00 A.M.
BID NAME/NO: ITB 19-001: HVAC Service & Maintenance
WITNESSED BY: Jeana Bellinger, City Secretary/Dir. Of Administrative Services
Stephen Draehn, Maintenance Supervisor

BIDDERS			
ITEM	Lange Mechanical Services, L. P.	MLN Service Company	R.E.C. Industries, Inc.
Base Bid (Quarterly)	\$5,660.00	\$13,135.25	\$5,066.00
Base Bid (Annual)	\$22,640.00	\$52,541.00	\$20,264.00
Alternate No. 1 (Quarterly)	\$731.00	\$0.00	\$975.00
Alternate No. 1 (Annual)	\$2,924.00	\$0.00	\$3,900
Hourly Labor Rate (Days & Week-ends)	Week-day: \$93.00 Week-end: \$139.50	Regular: \$92.00 After Hours: \$138.00	Tech: \$95.00; Helper: \$45.00; WE Tech: \$142.50
Hourly Labor Rate (Holidays)	\$186.00	Sundays & Holidays \$184.00	Tech: \$190.00; Helper: \$90.00



AGENDA ITEM 9

DATE OF MEETING: May 16, 2019		DATE SUBMITTED: May 10, 2019	
DEPT. OF ORIGIN: Public Works		SUBMITTED BY: Dane Rau	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION	
	☐ WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Contract for Uniform Rental Services for Various City Departments and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY: The City of Brenham took quotes related to providing weekly uniform service to multiple departments. Currently the City is with Cintas who purchased G&K Services while we were trying to work out a new contract back in 2018. Since this time we have been month to month regarding billing. The service that we have received from the new company Cintas has been below expectations and far from the service we were receiving from G&K services. We have quoted this service out due to the total annual costs falling below \$50,000. We looked at 3 companies which were AlSCO, Aramark, and Gorman's Laundry Co. After evaluating the quotes and considering price, customer service, product options, and reference checks we have chosen to pursue Gorman's Laundry Co. as our new uniform vendor. Gorman's is very comparable to both Aramark and AlSCO and provides a lower price on most products offered. They have also displayed excellence in customer service as was warranted by reference checks and numerous meeting with staff. Their main warehouse is located in Schulenburg although they originally started in Houston many years ago and still have many customers in that area. We have worked on a 2 year contract with Gorman's Laundry Co in which we will have the option to renew for an additional 2 years if both parties agree. Cary has review and modified the agreement and both parties agree. We would like to ask Council to award this annual service to Gorman's Laundry Co. Both Public Works and Public Utilities utilize this service with around 50 employees outfitted with rental uniforms. Once this is approved our month to month agreement will cease with Cintas and our employees will be sized for their new uniforms through Gorman's. Other items that we use are shop towels and floor mats.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS: Will be getting new uniforms and gaining better service. B. CONS: None that we can see			

ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Contract with Gorman's Laundry Co.; (2) Comparison Sheet; and (3) Gorman's Laundry Co. Price Sheet
FUNDING SOURCE (Where Applicable):
RECOMMENDED ACTION: Approve a 2 year contract with Gorman's Laundry Co. for uniform rental services for various city departments and authorize the Mayor to execute any necessary documentation
APPROVALS: James Fisher



Rental and Services
Order OrderNo: _____

Customer Information

☐ Repeat Order

Customer Name City of Brenham	NAICS 921120	Federal Tax ID	
Primary Billing Address 200 W. Vulcan	City Brenham	St TX	Zip 77833

Contact Information

☐ No Changes

Key Contact (Decision Maker) Dane Rau	Title Dir. Public Works	Phone	Email
Primary Program Contact	Title	Phone	Email
Primary Billing Contact	Title	Phone	Email

Skus and Pricing

☐ No Changes

Description	SKU	Unit Price
See Attached Pricing Schedule		

Description	SKU	Unit Price

Packages

☐ No Changes

- ☐ All Inclusive (pk-ai)
- ☐ Value Package Plus (pk-vpp)
- ☐ Value Package (pk-vp)
- ☐ Product Maintenance (pk-pm)
- ☐ Product Loss Prevention (pk-plp)
- ☐ Hardware Maintenance (pk-hm)
- ☐ Always New Product (pk-anp)
- ☐ Custom Products (pk-cp)

Rental and Services

Terms and Conditions

1. The Supplier shall provide to the Customer any product which may be ordered from the Supplier in writing, for the term of this Agreement or until such time the Customer deletes such products from their rental inventory. All products, unless explicitly defined as consumable products, remain the property of the Supplier unless purchased at the full current retail rate of the items with the Supplier's consent. Customer shall be billed for Supplier's products in Customer's possession at a regular interval determined by both the Supplier and Customer for the term of this Agreement, and said product pricing shall be billed to the Customer in accordance with the prices set forth in Exhibit "A" attached hereto and incorporated herein for all purposes. Prices shall remain firm for the term of the Agreement. Price escalations will be considered upon Agreement renewal, provided that ninety (90) days written notice of new pricing has been provided to Customer by Supplier. Invoices shall be submitted to the City of Brenham, Finance Department, P.O. Box 1059, Brenham, Texas 77834-1059. Payment shall be made, and interest on overdue payments may be charged, in accordance with Chapter 2251 of the Texas Government Code.
2. All products that require replacement due to normal wear will be replaced by the Supplier at no charge to the Customer with like or comparable products. Supplier agrees to maintain a reasonable standard of quality. Supplier further agrees to offer to Customer a regular cleaning, inventory control, maintenance and repair service to the Customer for the term of this Agreement at a schedule determined by the Supplier at no additional cost to Customer. Should the Customer have in their rental inventory products which are discontinued by the manufacturer or otherwise no longer available, Supplier will endeavor to replace said products with comparable products as they require replacement due to normal wear or as additional rental items are added to their customer inventory with Customer's written approval. If an acceptable replacement cannot be found, the Customer may, without penalty, remove the item from the Agreement. At the renewal of any term of this Agreement, Customer and Vendor will work together to evaluate all items then in inventory at that time and upgrade, at no additional charge to Customer, products which are nearing the end of their product life.
3. Customer agrees that any dissatisfaction or grievances with the products or services provided by the Supplier will be communicated to the Supplier for corrective action immediately. If, after thirty (30) days following the reporting of any grievances, Customer feels that corrective action has not resolved the reported grievances to a reasonable standard of quality and service, the Customer agrees to inform the Supplier of said grievances and the failure of Supplier to resolve the grievances to a reasonable standard of quality and service by Certified Mail Return Receipt Requested and further agrees to give Supplier thirty (30) days to correct those grievances to a reasonable standard of quality and service. If the Supplier cannot satisfy the Customer's grievances by the conclusion of that period, the Customer may terminate this Agreement provided any rental items are returned to the Supplier or paid for at the then current retail rate.
4. Unless explicitly specified otherwise, the products supplied under this Agreement are not acid, hazmat nor flame retardant and contain no acid, hazmat or flame retardant features. Customer agrees that all products will be used only in working conditions where they may not catch fire or come into contact with acids or other flammable or hazardous materials. Customer agrees that no employees for whom products are rented pursuant to this agreement require acid, hazmat or flame retardant products unless expressly notified to the Supplier in writing at the time the products are ordered.
5. Customer agrees that the Customer's employees are to retain the products issued to them throughout the agreement period, or until deletion from the Customer's rental inventory or until the products are nearing the end of their product life. Customer agrees that they will verify all sizing for garments conducted by Supplier; and if the sizing is not conducted by Supplier, Customer will pay the restocking fee listed in Exhibit "A" for any incorrectly sized garments. Customer agrees to pay the full current retail rate of any rental items lost, stolen, destroyed, severely damaged, exposed to acid or other hazardous or toxic materials, burned, permanently defaced by paint or other materials, or otherwise not returned to the Supplier in a condition, less normal wear and tear, where the rental item may be reused by the Supplier, unless such products have exceeded their normal usage life as defined by the Supplier. The Customer may, and only with the ongoing consent of the Supplier, subscribe to additional programs which will reduce or eliminate these charges should they occur. Customer may cease their enrollment in these programs at any time by notifying Supplier.
6. Should the Customer order a nonstandard, altered, embroidered or permanently customized products from the Supplier, the Customer agrees to pay an additional weekly unit charge for each product as set forth in Exhibit "A". This weekly unit charge shall remain until Supplier is fully compensated for the difference in price

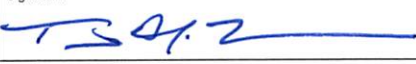
Rental and Services

between the standard product and the nonstandard, altered, embroidered or permanently customized product. In the event the Customer decides to delete any of the nonstandard, altered, embroidered or permanently customized products from their rental inventory for any reason, the Customer may elect to purchase at the time of deletion, all nonstandard, altered, embroidered or permanently customized products at the full and current retail rate and thereby reduce the weekly unit charge for such deleted items. Customer understands that nonstandard sized garments may also incur additional fees as set forth in Exhibit "A".

7. This Agreement is effective as of the date of execution by Customer, and shall continue for 24 consecutive months ("Initial Term") from the effective date. Following the end of the Initial Term, this Agreement may renew for two (2) 12-month periods (each, a "Renewal Term"), upon the written approval of both parties. Either party may elect not to renew with a minimum 90 days written notice prior to the end of the Initial Term or Renewal Term (if any). If the Initial Term or first Renewal Term expire without execution of a new agreement or renewal, the Agreement may be continued on a month-to-month basis until a new agreement is executed. If the Agreement is still in effect at the end of all available renewal terms, the Agreement shall expire at that time.
8. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement without cause at any time with 90 days written notice to the other party. Both parties shall, to the best of their ability, carry forward all performance obligations of the Agreement to the end of the notice period.
9. Upon any termination, expiration or cancellation of the Agreement for any reason, Customer will return to Supplier all of Supplier's merchandise in good and wearable condition (excepting ordinary wear and tear) or pay Suppliers then current replacement value for any such merchandise not returned or that is returned in damaged condition.
10. The terms and conditions contained herein constitute the entire Agreement between the parties and shall be binding on the parties hereto and their successors and assigns. These terms cannot be changed or modified in any manner except upon written agreement signed by both Customer and Supplier. Venue for any action will be laid exclusively in Washington County, State of Texas, and this Agreement shall be governed by the laws of the State of Texas.
11. If any action is brought to enforce, construe or determine the validity of any term or provision of this Agreement (whether at the trial court level or any appeal therefrom), the prevailing party shall be entitled to reasonable attorney's fees and costs of the action.
12. The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision, unless so stipulated in writing by the party not in breach of this Agreement.
13. Neither this Agreement nor any duties or obligations under it shall be assignable by either party without the prior written acknowledgment and authorization of both parties to this Agreement.

For Gorman's Laundry LLC.

For City of Brehnam

Signature 	Date 5/10/19	Signature	Date
Printed Name & Title Todd Allen Gorman O.	Title Owner	Printed Name	Title

		36 Month	36 Month	60 Month
			(12 Month Extension)	(5 Year Extension)
	<u>ITEM</u>	<u>GORMAN'S</u>	<u>ALSCO</u>	<u>ARAMARK</u>
Relaxed Double-Knot	Denim Jeans	0.24	0.28	0.43
	Wrangler Jeans	0.49		
	Industrial Pant	0.20	0.20	0.36
	FR Pants (Reg)	0.85	0.64	0.64
	FR Wrangler	1.43	--	--
	Industrial Shirt	0.16	0.19	--
	Cotton Workshirt	0.25	0.23	0.33
	Polo	0.31	0.28	0.33
	Hi-Visibility (Yellow)	1.61	--	0.80
	Hi-Visibility (Different)	0.63	0.67	--
	FR Shirt	0.83	0.64	0.76
	3x3 or 3x4	1.70	2.20	1.33
	4x6	2.54	3.04	2.60
	3x10	3.41	4.10	3.51
	Shop Towels	0.11	0.03	0.51
	Inventory Charge %	0.26	5% or .50	0.02
	Gorman's	No emblem or set up fees		
	Gorman's	Extra sizes are way less than others		
	*Need to consider changing out uniforms 1 year or 2 year mark			



City of Brenham

Description	SKU	Unit Pricing
-------------	-----	--------------

Pants

Denim Jeans (Double Knot) Relaxed Fit	6222	\$0.24
Wrangler Jeans	6212	\$0.49
Navy Workpants (Reed)	6820	\$0.20

*work pants come in standard colors of black, navy, charcoal, and spruce green.

Shirts

Light Blue 65/35	4510	\$0.16
Black Polo	5860	\$0.22
SGL Polo	N/A	\$0.09
Cotton Workshirt (light blue)	4110	\$0.25
Hi-Vis Shirt (what y'all currently have)		\$1.18
SGL Hi-Vis Double Stripe	N/A	\$0.43
Hi-Vis Single Stripe (our garment)	4690	\$0.44
SGL Hi-Vis Single Stripe	N/A	\$0.19

*work shirts come in standard colors of light blue, royal blue, navy, charcoal, tan, & spruce green.

*polos come in standard colors of black and navy. (Also in grey and tan - Non standard)

* Cotton work shirts in standard colors of light blue, post blue, navy, gray, and khaki.

FR Garments

FR 7OZ Khaki Shirt	4735	\$0.58
SGL FR Shirt	N/A	\$0.25
FR 7OZ Navy Shirt	4682	\$0.58
SGL FR Shirt	N/A	\$0.25
FR 7 OZ (light blue)		\$0.58
SGL FR Shirt	N/A	\$0.25
FR Jean Style Pant (double knot)	6522	\$0.59
SGL Double knot	N/A	\$0.26
FR Wrangler Jean	6523	\$1.05
SGL Wrangler Jeans	N/A	\$0.38

*FR Work shirt comes in colors of Navy and Khaki.

Mats

3x5 standard mat	1623	\$1.70
3x5 safety mat	1663	\$1.70
3x5 logo mat	1679	\$4.01
4x6 standard mat	1639	\$2.54
4x6 logo mat	1681	\$5.99
3x10 standard mat	1654	\$3.41
3x5 super scrape mat	1661	\$1.74
4x6 super scrape mat	1662	\$2.78

Towels

Red Shop Towels	1880	\$0.11
A/R Shop Towels (10%)	N/A	\$0.26

*A/R is our automatic replenishment. This cover damages or lost towels.

Non standard colors and sizes will take longer, 3-4 weeks, to come in, depending on size.

No setup fees or emblem charges.

Long Body sizing are a \$0.15 charge per garment. (Long tail or tall size)

3X and Bigger size is a \$0.15 charge per garment.

40 waist and bigger is a \$0.15 charge per garment.

New Hires in uniforms, depending on sizes and colors of garments, 3-4 weeks.

Wear and tear, red bag policy, depending on garments and tear, 3-4 weeks.



AGENDA ITEM 10

DATE OF MEETING: May 16, 2019	DATE SUBMITTED: May 10, 2019
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Lori Sanguedolce/Kim Hodde
MEETING TYPE:	CLASSIFICATION:
☒ REGULAR	☐ PUBLIC HEARING
☐ SPECIAL	☐ CONSENT
☐ EXECUTIVE SESSION	☒ REGULAR
	☐ WORK SESSION
ORDINANCE:	
☐ 1 ST READING	
☐ 2 ND READING	
☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Approval of An Assignment of Lease and a Memorandum of Lease with G3 Investments, LLC for Hangar Space at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation	
SUMMARY STATEMENT: Brazos Exec Air, Inc. (Jeff Davis) currently has a ground-space lease agreement for the hangar at 2903 Aviation Way. Mr. Davis is in the process of selling the hangar to G3 Investments, LLC (David Gaither). In order to comply with IRS 1031 exchange rules, G3 Investments, LLC needs to assume the lease from Brazos Exec Air, Inc. rather than executing a new lease agreement. Therefore, attached for consideration is an assignment of lease from Brazos Exec Air, Inc. to G3 Investments, LLC as well as a memorandum of lease. Mr. Bovey's office has worked with other clients using assignment of leases and have reviewed these documents.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):	
A. PROS:	
B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Assignment of Lease with attachments; and (2) Memorandum of Lease with attachments	
FUNDING SOURCE (Where Applicable):	
RECOMMENDED ACTION: Approval of an Assignment of Lease and a Memorandum of Lease with G3 Investments, LLC for hangar space at the Brenham Municipal Airport and authorize the Mayor to execute any necessary documentation	
APPROVALS: James Fisher	

ASSIGNMENT OF LEASE

BRAZOS EXEC AIR, INC. ("Assignor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby expressly acknowledged, assigns to G3 INVESTMENTS, LLC ("Assignee"), all of Assignor's right in the Lease dated effective January 1, 2019 ("Lease"), executed by CITY OF BRENHAM, TEXAS ("Landlord") and Assignor leasing an area located on the City of Brenham Municipal Airport, north of the CITY OF BRENHAM, TEXAS, and being all of that certain 15,000 square foot tract or parcel of land, together with all improvements located thereon, commonly known as 2903 Aviation Way, Brenham, Texas 77833, as depicted in Exhibit "A" attached hereto and made a part hereof for all pertinent purposes, and being situated at the Brenham Municipal Airport, lying in the in the John Cole Survey (A-32), Washington County, Texas (the "Premises"), said Brenham Municipal Airport being comprised of a series of tracts of property which are more fully described in Exhibit "B" attached hereto and made a part hereof for all pertinent purposes. A true and complete copy of the Lease is attached.

The Lease has an initial term of thirty (30) years, commencing January 1, 2019 and ending December 31, 2048. Assignor is aware of no uncured default by any party to the Lease. Assignor represents to Assignee that the terms and conditions of the Lease have not been modified. Assignee assumes the Lease and agrees to perform all of Assignee's obligations as tenant under the Lease. All prepaid rentals, security deposits, operating expense reimbursements and/or other credits, if any, under the Lease are assigned by Assignor to Assignee. Landlord may deal exclusively with Assignee in the future regarding all aspects of the Lease.

Landlord has provided its written consent to this Assignment and the release of Assignor. This Assignment is binding upon and inures to the benefit of the parties, their heirs, executors, administrators, legal representatives, successors and assigns.

EXECUTED effective the 1st day of January, 2019.

ASSIGNOR:

BRAZOS EXEC AIR, INC.

By: _____

Name: Jeff Davis

Title: President

ASSIGNEE:

G3 INVESTMENTS, LLC

By: _____

Name: David Gaither

Title: Managing Member

EXHIBIT "A"

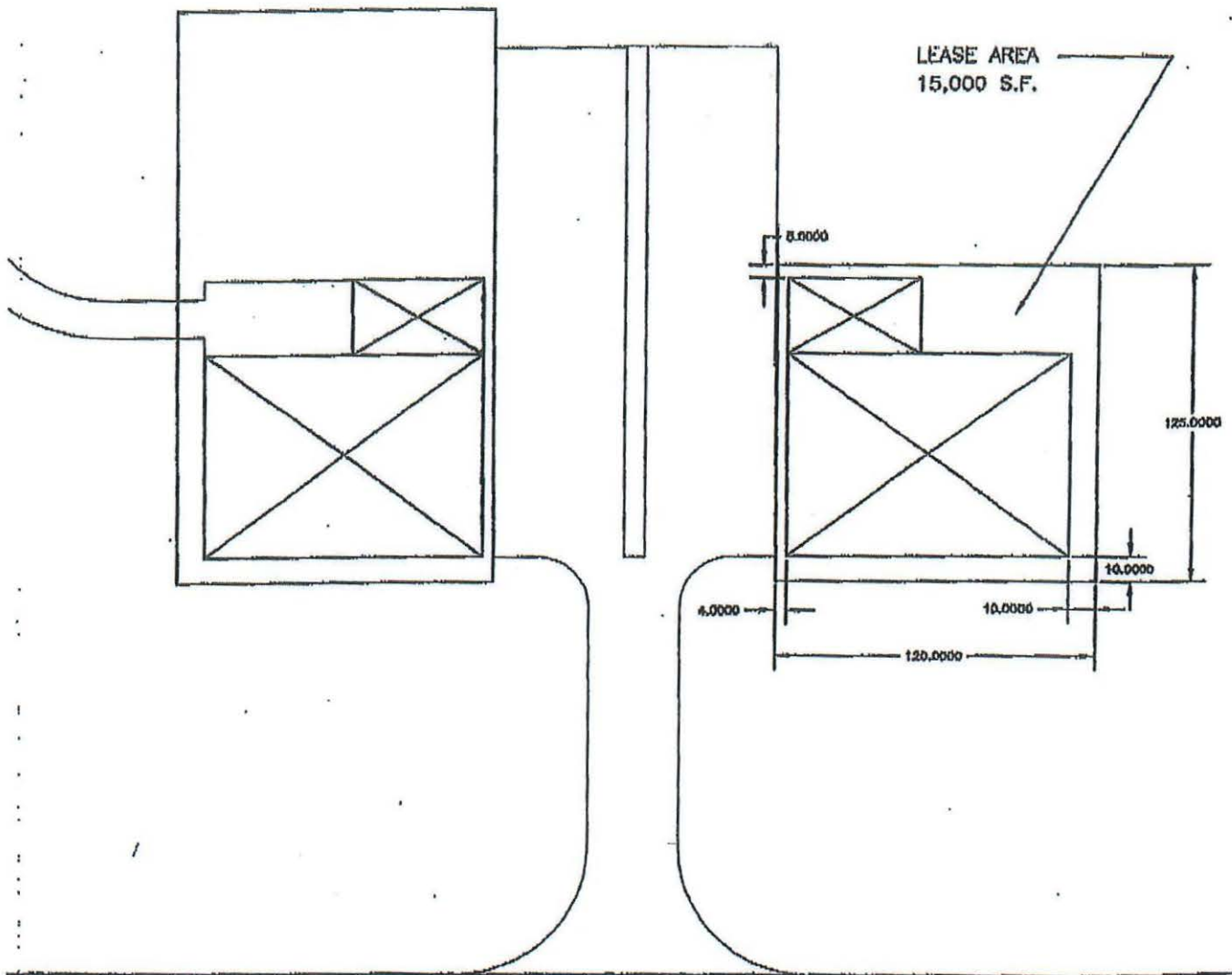


EXHIBIT "B"

Page 1 of 2

Brenham Municipal Airport is comprised of those certain tracts or parcels of land lying and being situated in the John Cole Survey (A-32), of Washington County, Texas more particularly described as follows; to-wit:

TRACT 1:

All that certain tract or parcel of land, containing 46.622 acres, more or less, lying and being situated in the J.W. Cole League and the E. Allcorn ½ League, Washington County, Texas, and being the same tract of land described by General Warranty Deed dated March 6, 1963, from Raymond Jeske, et ux to City of Brenham, and recorded in Volume 251, Page 470, of the Deed Records of Washington County, Texas.

TRACT 2:

All that certain tract or parcel of land, containing 31.125 acres, more or less, situated in Washington County, Texas, out of the J.W. Cole League, and being the same tract of land described by General Warranty Deed dated February 15, 1964, from Johnnie Mae Caraway to City of Brenham, and recorded in Volume 251, Page 559 of the Deed Records of Washington County, Texas.

TRACT 3:

All that certain tract or parcel of land, containing 31.125 acres, more or less, situated in Washington County, Texas, out of the J.W. Cole League, and being the same tract of land described by General Warranty Deed dated February 15, 1964, from Lillie Mae Caraway Dockery, et vir, to City of Brenham, and recorded in Volume 251, Page 561, of the Deed Records of Washington County, Texas.

TRACT 4:

All that certain tract or parcel of land, containing 16.395 acres, more or less, situated in Washington County, Texas, out of the J.W. Cole League, and being the same tract of land described by General Warranty Deed dated February 15, 1964, from Pearl Robinson, et vir to City of Brenham, and recorded in Volume 251, Page 562, of the Deed Records of Washington County, Texas.

TRACT 5:

All that certain tract or parcel of land, containing 19.036 acres of land, more or less, situated in Washington County, Texas, out of the J.W. Cole League, and being the same tract of land described by General Warranty Deed dated March 16, 1964, from Robbie Lee Alcorn Ross, et al to City of Brenham, Texas, and recorded in Volume 251, Page 564, of the Deed Records of Washington County, Texas.

EXHIBIT "B"

Page 2 of 2

TRACT 6:

All that tract or parcel of land containing 28.994 acres of land, more or less, situated in Washington County, Texas, out of the J.W. Cole League, and being the same tract of land described by General Warranty Deed dated February 26, 1964, from B.T. Hogan, et al to City of Brenham, Texas, and recorded in Volume 253, Page 101 of the Deed Records of Washington County, Texas.

TRACT 7:

All those certain tracts or parcels of land lying and being situated in Washington County, Texas, described as TRACT ONE, TWO, THREE, FOUR, FIVE, and SIX, collectively containing 29.5208 acres of land, more or less, out of the John Cole Survey, A-32, and being the same tracts described by Warranty Deed dated January 20, 1989 from Joyce Smith to City of Brenham, Texas, and recorded in Volume 599, Page 13, of the Official Records of Washington County, Texas.

**LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH
BRAZOS EXEC AIR, INC.**

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 BRAZOS EXEC AIR, INC., 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 January 1, 2019, and terminating December 31, 2048. The rent for the first five years shall be eight (\$.08) cents per square foot per year for 15,000 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 annual anniversary date (January 1st of each year), the rent shall adjust to the prevailing rate at that time, not to exceed an increase of two (\$.02) cents per square foot per year.

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. 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.

H. 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.

I. 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.

J. 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 uses, 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 17th day of January, 2019.

CITY OF BRENHAM (LESSOR)



Milton Y. Tate, Jr.
Milton Y. Tate, Jr., Mayor
City of Brenham
P. O. Box 1059
Brenham, TX 77834-1059

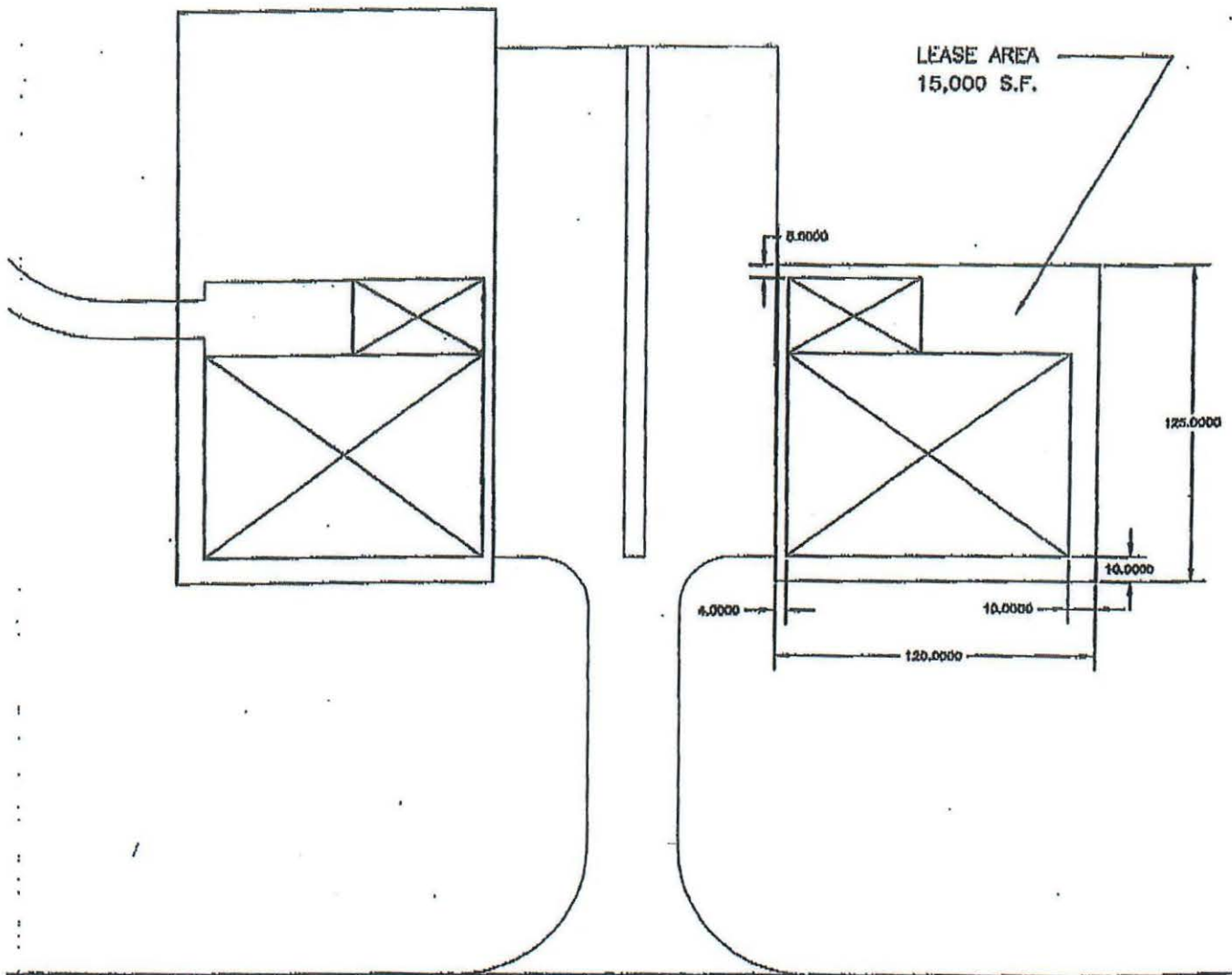
ATTEST:

Jeanne Bellinger
Jeanne Bellinger, City Secretary

BRAZOS EXEC AIR, INC (LESSEE)

Jeff Davis
Jeff Davis, President and Corporate Secretary
Brazos Exec Air, Inc.
P.O. Box 347
Burton, Texas 77835

EXHIBIT "A"



Memorandum of Lease

Effective Date: January 1, 2019

Lessor: City of Brenham, Texas

Landlord's Mailing Address: P.O. Box 1059, Brenham, Washington County, Texas 77834-1059

Lessee/Assignor: BRAZOS EXEC AIR, INC.

Assignee/Tenant: G3 Investment, LLC

Tenant's Mailing Address: 16290 Park Row, Suite 200, Houston, Texas 77094

Commencement Date of Lease: January 1, 2019

Premises: All of that certain 15,000 square foot tract or parcel of land, together with all improvements located thereon, commonly known as 2903 Aviation Way, Brenham, Texas 77833, as depicted in Exhibit "A" attached hereto and made a part hereof for all pertinent purposes, and being situated at the Brenham Municipal Airport, lying in the in the John Cole Survey (A-32), Washington County, Texas, said Brenham Municipal Airport being comprised of a series of tracts of property which are more fully described in Exhibit "B" attached hereto and made a part hereof for all pertinent purposes.

Term: 30 years

WITNESS OUR HANDS, the dates of our respective acknowledgments, but effective as of January 1, 2019.

LANDLORD:

CITY OF BRENHAM, TEXAS

Milton Y. Tate, Jr., Mayor

ASSIGNEE/TENANT:

G3 INVESTMENTS, LLC,
a Texas limited liability company

David Gaither, Managing Member

LESSOR/ASSIGNOR:

BRAZOS EXEC AIR, INC.

Jeff Davis, President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

This instrument was acknowledged before me on this the ____ day of _____, 2019 by **MILTON Y. TATE, JR.**, Mayor, **CITY OF BRENHAM, TEXAS**, on its behalf.

(Seal)

Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

This instrument was acknowledged before me on this the ____ day of _____, 2019 by **DAVID GAITHER**, Managing Member, **G3 INVESTMENTS, LLC**, a Texas limited liability company, on its behalf.

(Seal)

Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

This instrument was acknowledged before me on this the ____ day of _____, 2019 by **JEFF DAVIS**, President, **BRAZOS EXEC AIR, INC.**, a Texas corporation, on its behalf.

(Seal)

Notary Public, State of Texas

EXHIBIT "A"

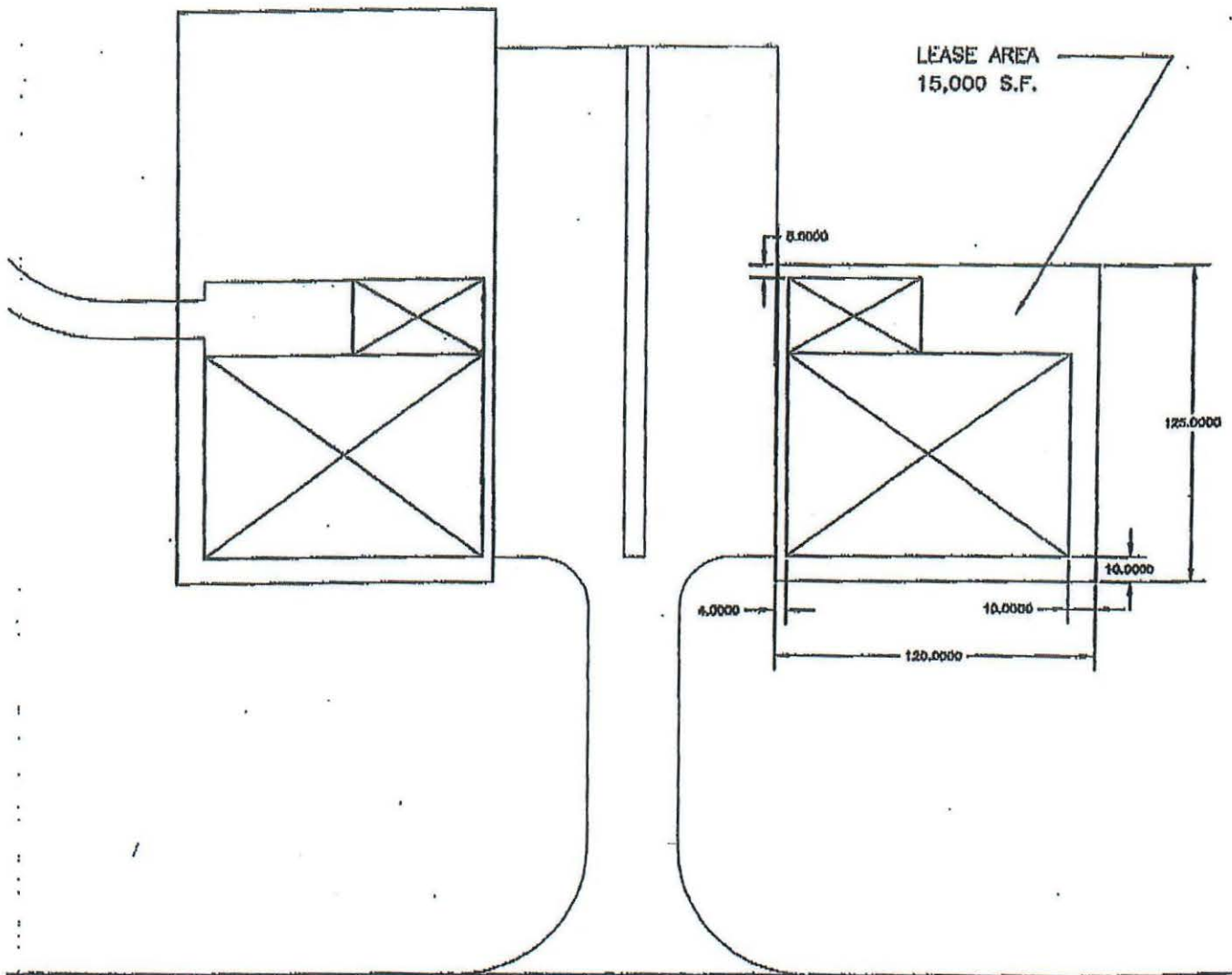


EXHIBIT "B"

Page 1 of 2

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TRACT 1:

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All that certain tract or parcel of land, containing 16.395 acres, more or less, situated in Washington County, Texas, out of the J.W. Cole League, and being the same tract of land described by General Warranty Deed dated February 15, 1964, from Pearl Robinson, et vir to City of Brenham, and recorded in Volume 251, Page 562, of the Deed Records of Washington County, Texas.

TRACT 5:

All that certain tract or parcel of land, containing 19.036 acres of land, more or less, situated in Washington County, Texas, out of the J.W. Cole League, and being the same tract of land described by General Warranty Deed dated March 16, 1964, from Robbie Lee Alcorn Ross, et al to City of Brenham, Texas, and recorded in Volume 251, Page 564, of the Deed Records of Washington County, Texas.

EXHIBIT "B"

Page 2 of 2

TRACT 6:

All that tract or parcel of land containing 28.994 acres of land, more or less, situated in Washington County, Texas, out of the J.W. Cole League, and being the same tract of land described by General Warranty Deed dated February 26, 1964, from B.T. Hogan, et al to City of Brenham, Texas, and recorded in Volume 253, Page 101 of the Deed Records of Washington County, Texas.

TRACT 7:

All those certain tracts or parcels of land lying and being situated in Washington County, Texas, described as TRACT ONE, TWO, THREE, FOUR, FIVE, and SIX, collectively containing 29.5208 acres of land, more or less, out of the John Cole Survey, A-32, and being the same tracts described by Warranty Deed dated January 20, 1989 from Joyce Smith to City of Brenham, Texas, and recorded in Volume 599, Page 13, of the Official Records of Washington County, Texas.



AGENDA ITEM 11

DATE OF MEETING: May 16, 2019	DATE SUBMITTED: May 9, 2019	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: James Fisher	
MEETING TYPE: ☐ REGULAR ☐ SPECIAL ☒ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Section 551.087 – Texas Government Code – Economic Development Negotiations – Discuss and Deliberate Project Hi-Speed Regarding Commercial or Financial Information that the City Has Received from a Business Prospect and the Offer of Financial or Other Incentives to a Business Prospect that the City Seeks to Have Locate In or Near the City of Brenham and With Which the City is Conducting Economic Development Negotiations		
SUMMARY STATEMENT: To be discussed in Executive Session.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: None		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: None		
APPROVALS: Milton Y. Tate, Jr.		



AGENDA ITEM 12

DATE OF MEETING: May 16, 2019	DATE SUBMITTED: May 9, 2019	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: James Fisher	
MEETING TYPE: ☐ REGULAR ☐ SPECIAL ☒ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Section 551.072 – Texas Government Code – Deliberation Regarding Real Property – Discussion Regarding the Possible Acquisition of Real Property in the Downtown Area		
SUMMARY STATEMENT: To be discussed in Executive Session.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: None		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: None		
APPROVALS: Milton Y. Tate, Jr.		



AGENDA ITEM 13

DATE OF MEETING: May 16, 2019	DATE SUBMITTED: May 9, 2019
DEPT. OF ORIGIN: Administration	SUBMITTED BY: James Fisher
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Approval of a Performance Agreement of the Brenham Community Development Corporation (BCDC) Regarding Project Hi-Speed and Authorize the Mayor to Execute Any Necessary Documentation	
SUMMARY STATEMENT: As discussed in Executive Session	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: None	
FUNDING SOURCE (Where Applicable):	
RECOMMENDED ACTION: As discussed in Executive Session	
APPROVALS: Milton Y. Tate, Jr.	



AGENDA ITEM 14

DATE OF MEETING: May 16, 2019	DATE SUBMITTED: May 9, 2019
DEPT. OF ORIGIN: Administration	SUBMITTED BY: James Fisher
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Purchase of Real Property in the Downtown Area for Future Municipal Improvements and Authorize the Mayor to Execute Any Necessary Documentation	
SUMMARY STATEMENT: As discussed in Executive Session	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: None	
FUNDING SOURCE (Where Applicable):	
RECOMMENDED ACTION: As discussed in Executive Session	
APPROVALS: Milton Y. Tate, Jr.	