



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, MARCH 21, 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 Attorney Cary Bovey**
- 3. Citizens Comments**

CONSENT AGENDA

4. 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.

- 4-a. Ordinance No. O-19-013 on Its Second Reading Amending the Official Zoning Map of the City of Brenham, to Change the Zoning District of a 2.539 Acre Tract of Land, Part of the John Long Survey, A156, in Brenham, Washington County, Texas from a Mixed Residential Use (R-2) District to a Commercial Research and Technology Use (B-2) District (Case No. P-19-006) Pages 1-5**
- 4-b. Approve a Noise Variance for Jesus Christ is the Answer for a Church Gathering to be Held on April 12, 2019 from 7:00 p.m. – 10:00 p.m. at Fireman’s Park and Authorize the Mayor to Execute Any Necessary Documentation Page 6**
- 4-c. Approve a Noise Variance for Covenant Praise Center Church for an Outreach Event to be Held on April 14, 2019 from 10:00 a.m. – 1:00 p.m. at Fireman’s Park and Authorize the Mayor to Execute Any Necessary Documentation Page 7**

WORK SESSION

5. **Discussion and Presentation Related to the Renewal of the Microsoft Enterprise Agreement Between the City of Brenham and Microsoft Corporation** **Pages 8-12**

PUBLIC HEARING

6. **Public Hearing to Consider Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham to Amend Part II, Division 1, Section 18 to Establish Exterior Construction Materials for Selected Zoning Districts in Brenham, Washington County, Texas (Case No. P-19-001)** **Pages 13-31**

REGULAR SESSION

7. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Part II, Division 1, Section 18 to Establish Exterior Construction Materials for Selected Zoning Districts in Brenham, Washington County, Texas (Case No. P-19-001)** **Pages 32-35**
8. **Discuss and Possibly Act Upon a Request for a Noise Variance in Connection with the 2019 Downtown Spring Concert (Cool Nights, Hot Tunes) to be Held from 2:30 p.m. to Midnight on April 13, 2019 and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 36-37**
9. **Discuss and Possibly Act Upon Resolution No. R-19-010 Authorizing Execution of an Agreement with TxDOT for the Temporary Closure of State Right-of-Way in Connection with the 2019 Downtown Spring Concert (Cool Nights, Hot Tunes) to be Held on April 13, 2019** **Pages 38-49**
10. **Discuss and Possibly Act Upon a Bid for City of Brenham Project No. 2017-03 Related to the 2017 Schulte Boulevard Storm Damage Repairs and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 50-63**
11. **Discuss and Possibly Act Upon a Ground-Space Lease Agreement with RIGA Aviation, LLC for Hangar Space at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 64-73**
12. **Discuss and Possibly Act Upon the Termination and Release of a Right-of-Way Easement, Dated November 5, 1997 from Blinn College to the City of Brenham and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 74-80**

13. Administrative/Elected Officials Report

EXECUTIVE SESSION

14. Section 551.072 – Texas Government Code – Deliberation Regarding Real Property – Discussion Regarding the Possible Acquisition of Real Property in the Downtown Area

Page 81

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 March 21, 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 March 18, 2019 at **12:25 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

ORDINANCE NO. O-19-013

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES, AND THE OFFICIAL ZONING MAP OF THE CITY OF BRENHAM, BY CHANGING THE ZONING DISTRICT CLASSIFICATION FROM A COMBINATION OF MIXED RESIDENTIAL USE DISTRICT (R-2) AND COMMERCIAL RESEARCH AND TECHNOLOGY USE DISTRICT (B-2) TO COMMERCIAL RESEARCH AND TECHNOLOGY USE DISTRICT (B-2) ON 2.539 ACRES OF LAND BEING PART OF THE JOHN LONG SURVEY, ABSTRACT 156, IN BRENHAM, WASHINGTON COUNTY, TEXAS.

WHEREAS, the owner(s) of approximately 2.539 acres of land generally located west of the intersection of South Market Street and Cantey Street, being part of the John Long Survey, Abstract 156 in Brenham, Washington County, Texas (the "Property"), have requested that the Property be rezoned; and

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

WHEREAS, Appendix A – "Zoning" of the City of Brenham Code of Ordinances authorizes the City Council to grant zoning changes by adopting ordinances amending Appendix A for each individual permanent zoning change; and

WHEREAS, at least ten (10) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within two hundred feet of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the requested rezoning; and

WHEREAS, this amendment was recommended for approval by the City of Brenham Planning and Zoning Commission in its final report during its regular meeting on February 25, 2019; and

WHEREAS, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing for the requested rezoning, the City Council held the public hearing for the requested rezoning and the City Council considered the final report of the Planning & Zoning Commission; and

WHEREAS, the City Council deems it appropriate to grant such proposed change in the zoning district classification of the Property;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, THAT APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, 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 the zoning district classification from a Combination of Mixed Residential Use District (R-2) and Commercial Research and Technology Use District (B-2) to Commercial Research and Technology Use District (B-2) on 2.539 acres of land being part of the John Long Survey, Abstract 156, in Brenham, Washington County, Texas, said area of land being more particularly described and depicted on Exhibit "A" attached hereto and incorporated herein for all purposes.

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 7th day of March, 2019.

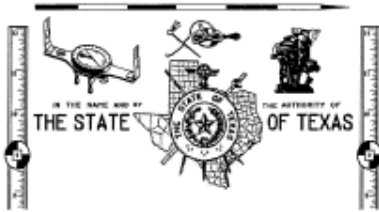
PASSED and APPROVED on its second reading this the 21st day of March, 2019.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT "A"



HODDE & HODDE
LAND SURVEYING, INC.
Registered Professional Land Surveying

613 E. Blue Bell Road
Brenham, Texas 77833-2411

OFFICE PHONE: (979) 836-5681
FAX: (979) 836-5683
www.hoddesurveying.com
TEXAS FIRM REGISTRATION NO. 10018800

W. O. No. 6874

THE STATE OF TEXAS

DOROTHY M. KITOWSKI, ET AL

COUNTY OF WASHINGTON

SURVEYOR'S LEGAL DESCRIPTION

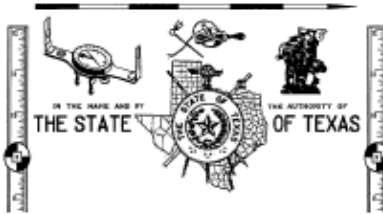
2.539 ACRES

All that certain tract or parcel of land, lying and being situated in the City of Brenham, Washington County, Texas, part of the John Long Survey, A-156, being a resurvey of the same land referred to as the Market Street tract as conveyed in the partition deed from Dorothy M. Kitowski, as Independent Executrix of the Estate of Vincent P. Kitowski, Deceased, et al to Dorothy M. Kitowski, et al, dated April 27, 2007, as recorded in Volume 1242, Page 665, in the Official Records of Washington County, Texas, or being a resurvey of the same land described as 2.46 acres (First Tract) and One Quarter acre (Second Tract), Less a 20.8 feet wide strip along the Highway, in the deed from W. F. Brown, et ux to Albert Kitowski, dated May 4, 1943, as recorded in Volume 134, Page 301, in the Deed Records of Washington County, Texas, and being more fully described by metes and bounds as follows, To-Wit:

BEGINNING at a 1/2 inch iron rod found with cap (not legible) on the South right of way line of South Market Street (Loop 318-U. S. Highway 290-Business Route) for the Northwest corner hereof and of the residue of said original tract called One Quarter acre (Second Tract), being the Northeast corner of The First Baptist Church of Brenham, Texas tract called 9.255 acres as described in Volume 1232, Page 165, in said Official Records of Washington County, Texas;

THENCE along a portion of the South right of way line of said South Market Street for the North line hereof, being along the North line of said residue of original tract called One Quarter acre (Second Tract) and along a North line of the residue of said original tract called 2.46 acres (First Tract), S 71°43'16" E 219.85 feet to a 3/8 inch iron rod found at the base of a 3 inch cedar post on the South right of way line of said South Market Street for the Northeast corner hereof and of said residue of original tract called 2.46 acres (First Tract), being the Northwest corner of the Russell Schrader, et ux tract called 1.071 acres as described in Volume 1461, Page 274, in said Official Records;

THENCE along a portion of the West line of said Russell Schrader, et ux tract called 1.071 acres for the East line hereof and of said residue of original tract called 2.46 acres, being partially along or near existing fence remains, S 15°22'08" E 548.27 feet to a 3/8 inch iron rod found near a railroad tie post on the West line of said Russell Schrader, et ux tract for the Southeast corner hereof and of said original tract called 2.46 acres (First Tract) common with a Northeast corner of Lot 1 (called 38.799 acres) of T & L Business Park, Section 4, a map or plat of said subdivision being of record in Plat Cabinet File Slide No. 462-B, in the Plat Records of Washington County, Texas;



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TEXAS FIRM REGISTRATION NO. 10018800

THENCE along a North line of said Lot 1 (called 38.799 acres) of said T & L Business Park, Section 4 for the South line hereof and of said original tract called 2.46 acres (First Tract), being along or near existing fence remains, in part, S 74°49'31" W 180.58 feet to a 3/8 inch iron rod found near fence line on the East line of said First Baptist Church of Brenham, Texas tract called 9.255 acres for the Southwest corner hereof and of said original tract called 2.46 acres (First Tract), common with a Northwest corner of said Lot 1 (called 38.799 acres), a 1-1/4 inch iron pipe found bears N 12°40'16" W 2.58 feet;

THENCE along a portion of the East line of said First Baptist Church tract for the West line hereof, being along the West line of said original tract called 2.46 acres (First Tract) and along the West line of said residue of original tract called One Quarter acre (Second Tract), being partially along or near an existing fence, N 15°34'38" W 669.48 feet to the Place of Beginning and containing 2.539 acres of land.

The bearings stated herein are relative to True North as obtained by GPS Observations, observed at Latitude: 30°08'52.60" N – Longitude: 96°22'51.47" W (WGS-84).

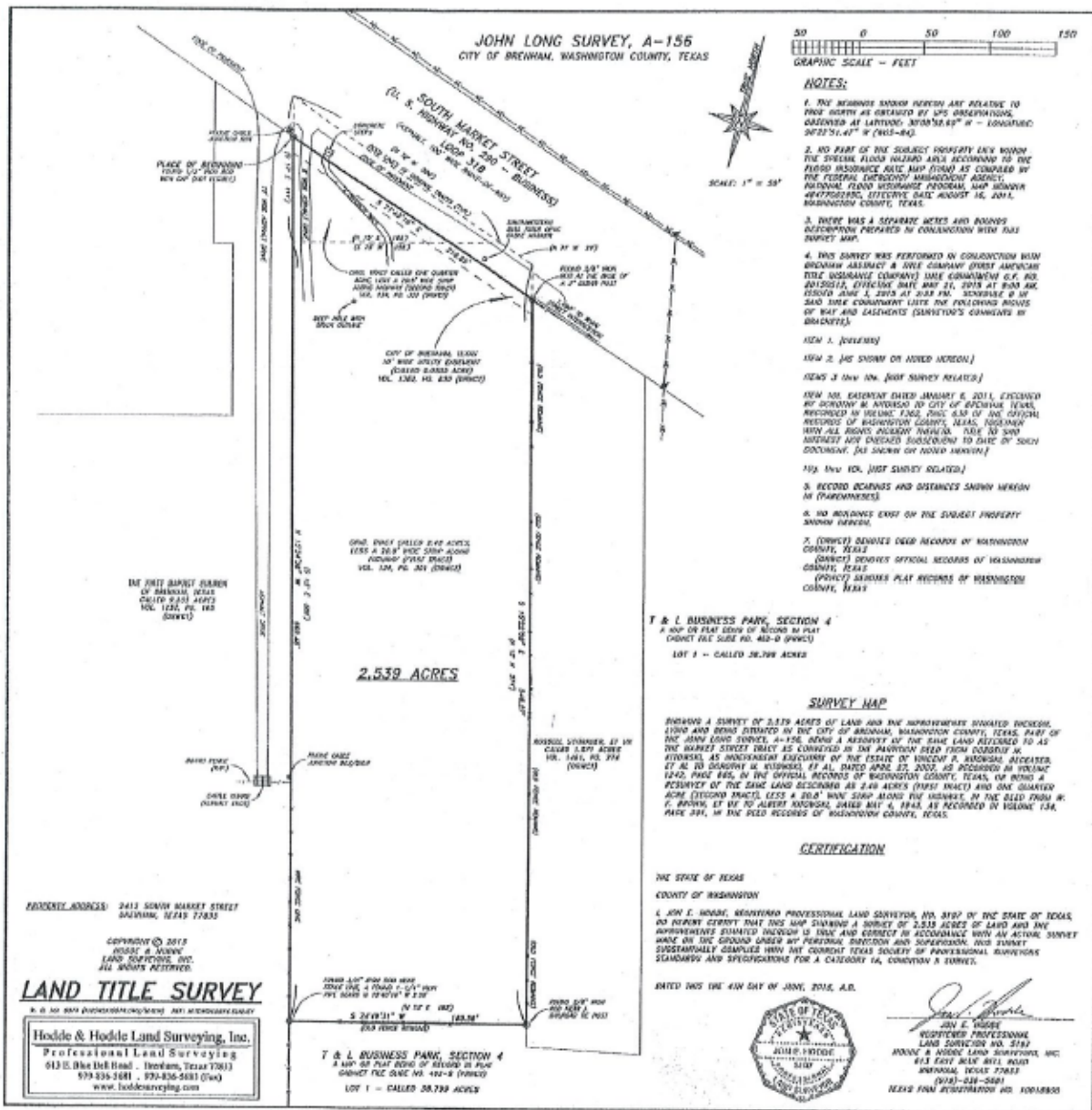
There was a separate survey map prepared in conjunction with this metes and bounds description.

I, Jon E. Hodde, Registered Professional Land Surveyor No. 5197 of the State of Texas, do hereby certify that the foregoing legal description describing 2.539 acres of land is true and correct in accordance with an actual survey made on the ground under my personal direction and supervision.

Dated this the 4th day of June, 2015, A. D.




Jon E. Hodde
Registered Professional
Land Surveyor No. 5197



NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: Jesuschrist is the Answer
2. Name and address of individual making application on behalf of sponsoring organization: Martha Villasana 1606 Oil Field Rd.
Bellville Tx. 77418
3. Purpose of the Event: Worship (Church gathering)
4. Location of Event: Fireman's Park Pavilion
5. Date of the event: April 12th 2019
6. Time of Event: 7:00 pm
7. Event Set-up: From: 3:00 pm To: 6:00 pm
Event Clean-up: From: 10:00 pm To: 11:00 pm
8. You are required to describe the following:
 - a) Types of Activities Planned and any additional information specific to this event: BBQ, Church worship
 - b) Bands/Musical Instruments: Speakers, drums, bass, guitar, Keyboard.
 - c) Sound amplification equipment: speakers
 - d) Cleanup provisions: Church members

Martha Villasana

Name of Applicant (Printed or Typed)

Date: 2-5-18

Martha Villasana

Applicant or Authorized Person's Signature

Phone: 979 877-5292

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):

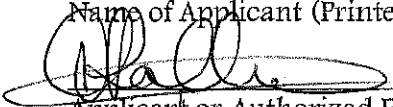
NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: Covenant Praise Center Church
2. Name and address of individual making application on behalf of sponsoring organization: Damon Kallie 2620 Fm 389 Brenham Tx
3. Purpose of the Event: Outreach
4. Location of Event: Fireman's Park
5. Date of the event: April 14th 2019
6. Time of Event: 10:00 AM - 1pm
7. Event Set-up: From: 8:30 To: 9:00
Event Clean-up: From: 1:00 To: 2:30
8. You are required to describe the following:
 - a) Types of Activities Planned and any additional information specific to this event: Live music band + food
 - b) Bands/Musical Instruments: Guitar, Keyboards drums
 - c) Sound amplification equipment: SPEAKERS, microphones, + monitors
 - d) Cleanup provisions: provided by church

Damon Kallie
Name of Applicant (Printed or Typed)

Date: 3-12-19


Applicant or Authorized Person's Signature

Phone: 979-451-3686

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):



AGENDA ITEM 5

DATE OF MEETING: March 21, 2019	DATE SUBMITTED: March 13, 2019
DEPT. OF ORIGIN: Information Technology	SUBMITTED BY: Kevin Schmidt
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☐ REGULAR ☒ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discussion and Presentation Related to the Renewal of the Microsoft Enterprise Agreement Between the City of Brenham and Microsoft Corporation	
SUMMARY STATEMENT: The Microsoft Enterprise Agreement (MEA) is a three-year contract allowing the City of Brenham to maintain the usage of Microsoft software and licenses. This is the 4th renewal of the original MEA, which was signed in 2007. This expense is budgeted in the Information Technology Department's budget annually. This renewal is unique in that it will shift the City from on-premise Microsoft Office licensing to Office 365 subscriptions.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Renewing the MEA will allow the City to continue to use existing Microsoft software and licenses with continued upgrade support for new versions as they are released. Payment for this continued software assurance is broken into three annual payments. B. CONS: If the City does not renew the MEA, we can still use existing software but must re-purchase new versions of all Microsoft software and licenses as they become available. The costs of doing this will greatly exceed the cost of the three-year contract.	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Microsoft Enterprise Agreement Renewal Memorandum; and (2) Office 365 Proposed Project Plan	
FUNDING SOURCE (Where Applicable): This expense is budgeted in the Information Technology Department's budget annually.	
RECOMMENDED ACTION: No action – discussion only	
APPROVALS: James Fisher	



MEMORANDUM

To: Mayor, City Council, and City Manager
From: Kevin Schmidt, IT Manager
Date: March 13, 2019
Subject: Microsoft Enterprise Agreement Renewal

In 2007, City Council approved a three-year Microsoft Enterprise Agreement (MEA), which has been renewed every three years since this time. Council has approved each renewal. The MEA maintains Software Assurance on all of the City's actively used Microsoft software, including Word, Excel, Outlook, and Windows 10. Software Assurance entitles the City of Brenham to continually upgrade various Microsoft products as new versions come out, rather than repurchase all licensing periodically. Therefore, the MEA provides cost savings and upgrade flexibility.

This renewal contains a change, which is an upgrade to Office 365.

Office 365 is a different licensing model for Office products. Currently the City is licensed for Office Professional Plus for each *computer*. With Office 365, there will be one subscription for each *user*. This subscription can include the typical Microsoft Office software package, along with new benefits and features, such as hosted email service and online file storage.

We are working on final pricing for this renewal, and plan to seek Council's approval at the April 4, 2019 Council meeting.

Office 365 Proposed Project Plan

What is Office 365?

- Office 365 is a licensing model for Office products.
- Currently we have Office Professional Plus, and we pay for annual "Software Assurance" to keep on the latest versions as needed. We own one license for each PC device.
- Office 365 is an annual subscription and there are several different plans available. The cost is per user and different users can be on a different plan, if needed.
- A subscription to Office 365 includes hosted email for each user.
- Most plans include online storage, called OneDrive.
- The online storage allows for easy collaboration and sharing of Office documents between users, PCs, and mobile devices.

Office 365 Government/Enterprise Plans

Government Plan Name	Hosted Email	SharePoint Access	Office ProPlus	Office Online	OneDrive	Encryption	Annual
Office 365 F1 (No Outlook Access)	2 GB Mailbox	Yes	No	Yes	1 TB	No	\$33.36
Office 365 E1/G1	50 GB Mailbox	Yes	No	Yes	5 TB	Yes	\$78.60
Office 365 E3/G3	50 GB Mailbox	Yes	Yes	Yes	5 TB	Yes	\$183.72

Proposed Timeline

Date	Description
February 20, 2019	Consultation call with Microsoft. This was an important step to get unanswered questions resolved and to establish good contact points with the Microsoft team who may be needed to assist or answer questions throughout this process.
March 5, 2019	Meet with Carolyn and Lowell to review Office 365 Proposed Plan.
March 13, 2019	Meet with James, Carolyn, and Lowell to review Office 365 Proposed Plan.
March 2019	Identify which Office 365 plan all users should be assigned. Will need to work with all or most department heads to verify that all users have the right plan selected.
March 2019	Obtain final pricing on Office 365 conversion and Microsoft Enterprise Agreement renewal.
March 2019	Make final decision on whether or not to move forward with Office 365 conversion.
March 21, 2019	Work session with council on Microsoft Enterprise Agreement and Office 365 conversion options.
April 4, 2019	Bring new Microsoft Enterprise Agreement to City Council for approval.
April 30, 2019	Enterprise Agreement Renewal Deadline

May/June 2019	Begin Office 365 conversion process with LiftOff. LiftOff requires two months to work with us hands-on to complete the conversion. Over this time there will be at least 15 conference calls to work through the process. Each of these calls are expected to take several hours at least. The process can be slowed down if we need more time.
July/August 2019	Complete conversion process and train users.

Goals

- Provide greater availability of services both through utilizing a redundant cloud and the ability to access files from many different devices on and off of the network.
- Enhance collaboration between employees and departments.
- Allow simple sharing of large documents and frequently updated documents with outside agencies.
- Eliminate on premise home drives and department drives. This would not include special file storage needs, such as GIS files.
- Reduce IT infrastructure and operational costs.
- Remove the City's need to use Dropbox and Google Drive storage accounts.
- Bill departments directly based on their usage.

Pros

- Email is hosted offsite in a redundant datacenter.
- Greater survivability in a local disaster.
- Improve employee productivity when using Office products.
 - Office 365 adds cross-platform support and mobile device access.
- Collaboration is made much easier.
 - One Drive sharing features are useful.
 - Real-time updating and collaboration is possible.
- Individual user plans can be upgraded at any time.
- Email boxes are much larger.
- Software assurance is no longer needed, as the Office Suite is always up-to-date.
- OneDrive will synchronize with the PC to enable offline access to files.
- Future versions of OneNote will require that the notebooks are stored in OneDrive.
- Predictable annual costs.
- Reduces IT infrastructure and operational costs.
- CJIS compliant.

Cons & Risks

- Time consuming and involving migration process.
- Users may not *need* to take advantage of the additional features.
- There may be a certain level of training and configuration needed for all users.
- The City will be *more* dependent on the Internet connection in order to conduct daily business.
- Increased management overhead tracking all users and their assigned plan.

Risk	Mitigation
Increases annual Microsoft payment.	Work with department heads to reduce specific users to lower cost plans when appropriate.

Outlook relies on stable Internet access.	We have backup Internet connections, and our primary provider has a proven record of good reliability.
Increases Internet traffic.	BISD is moving to a 1Gbps connection in Summer 2019, which is double our current bandwidth.
Large learning curve for IT administrators.	LiftOff is going to perform a guided migration service, where they walk us through every part of the process.
Confidential data is easier to compromise through unsecured mobile devices.	Implement mobile device management policies and software that requires the use of a password or PIN on mobile services and can allow remote wiping of the device should it get lost.

Microsoft Office Costs

Note: These costs below are specific to the Office portion of the Microsoft Enterprise Agreement, and do not include the other Microsoft products. The full cost of renewal has yet to be finalized at this time.

No Change Renewal

Description	Quantity	12 Mo.	Total
EntCAL SA Pltfrm UsrCAL wSrvcs	245	\$100.69	\$24,669.05
OfficeProPlus SA Pltfrm	290	\$86.77	\$25,163.30
			\$49,832.35

Conversion to Office 365

Description	Quantity	12 Mo.	Total
ECALBridge0365FromSA	245	\$32.64	\$7,996.80
O365E3FromSA	245	\$183.72	\$45,011.40
			\$53,008.20

Note: This pricing represents conversion of all users to the E3/G3 plan. The costs may be reduced by selecting some users to be on a lower cost plan.

Guided Deployment Services

Total Cost: \$16,000.00



AGENDA ITEM 6

DATE OF MEETING: March 21, 2019	DATE SUBMITTED: March 14, 2019	
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Stephanie Doland	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☒ PUBLIC HEARING ☐ CONSENT ☐ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1ST READING ☐ 2ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Public Hearing to Consider Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham to Amend Part II, Division 1, Section 18 to Establish Exterior Construction Materials for Selected Zoning Districts in Brenham, Washington County, Texas (Case No. P-19-001)		
SUMMARY STATEMENT: This is the public hearing for a City initiated request to amend the City of Brenham’s Code of Ordinances, Appendix A, Section 18 to establish minimum non-metal façade requirements on residential uses in selected zoning districts. Currently the City of Brenham does not regulate exterior construction materials (façade) for properties developed within the City Limits. Recently, 100% metal façade single-family detached dwellings were constructed on properties along Old Mill Creek Road, east of US Highway 290 West. Staff finds that metal façade dwellings, specifically those built with a 100% metal façade, are not compatible adjacent to or within established neighborhoods built primarily of brick, stone, or other non-metallic façades. On January 28, 2019 City Staff recommended an amendment to the Brenham Planning and Zoning Commission which would prohibit the use of a metal façade on residential uses and accessory structures 120 square feet or greater. Staff received the following feedback from the Commission prior to the item being tabled for consideration: - complete prohibition of metal may be too restrictive; 120 square foot limitation is too restrictive on accessory structures; and - proposed ordinance may not resolve the issue. On February 25, 2019 the Planning and Zoning Commission considered the following revised ordinance: - Require a minimum 75% non-metal façade on exterior wall surfaces facing the right-of-way - Require a minimum 50% non-metal façade on exterior wall surfaces not facing the right-of-way - Non-metal façade shall mean brick or brick veneer, stone or stone veneer, stucco, wood, vinyl, or fiber-cement siding or for this section wood or fiber cement like exterior or finish will be considered non-metal façade - Shall apply to the R-1: Residential Single Family, R-2: Mixed Residential, and B-1: Local Business/Residential Mixed Use District - Property less than 1 acre in size containing accessory structures 160 square feet or greater in area shall be constructed with at least 50% non-metal façade on each wall or elevation, excluding windows and doors.		

During the Public Hearing portion of the meeting on January 28, 2019, two citizens spoke in opposition of the proposed amendment and following the hearing the Commission voted to table the item. During the February 25, 2019 meeting, four citizens spoke in favor and two citizens spoke in opposition of the proposed ordinance. On February 25, 2019 the Planning and Zoning Commission voted unanimously to recommend approval of the ordinance with the following modifications: • 50% non-metal façade on exterior wall surfaces facing the right-of-way • 25% non-metal façade on exterior side wall surfaces not facing the right-of-way • 0% non-metal façade on exterior rear wall surfaces not facing the right-of-way • No non-metal façade requirements on accessory structures
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): Chapter three – Housing, of the Brenham Comprehensive Plan recommends that the City establish guidelines to protect established neighborhoods. Staff finds that metal façade dwellings, specifically those built with a 100% metal façade, are not compatible adjacent to or within established neighborhoods built primarily of brick, stone, or other non-metallic façades. It is recommended to amend the zoning ordinance establishing a requirement that residential uses built in Brenham and located in the R-1, R-2, and B-1 districts be built with a limited metallic exterior, and that residential uses built in the R-3 district may be built with a metallic exterior. Staff recommends approval of the proposed text amendment as presented to the Planning and Zoning Commission on February 25, 2019. A. PROS: • Protecting existing established neighborhoods through design guidelines will ensure the long-term stability and long-term vitality of an area, and thus the quality of life for the community. • Establishing guidelines to preserve neighborhood integrity will help maintain property values and protect community character. B. CONS: • Approval of the proposed amendment may increase the number of homes built in Brenham with metal façade features. •
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Staff Report to the Planning and Zoning Commission; and (2) PowerPoint Presentation
FUNDING SOURCE (Where Applicable): N/A
RECOMMENDED ACTION: Discussion only
APPROVALS: James Fisher



CASE NUMBER P-19-001
TEXT AMENDMENT – Metal Exterior (Façades) for Residential Uses

REQUEST:

The City of Brenham initiated this request to amend the City of Brenham’s Code of Ordinances, Appendix A – Zoning, Part III, Division 1, Section 18 to prohibit metal exteriors (façades) for residential uses.

BACKGROUND:

The City of Brenham’s zoning ordinance does not regulate exterior construction materials (façade) for properties developed within the City Limits. Therefore, no minimum masonry requirements or exterior façade limitations are applied to either residential, retail, or commercial property within the City of Brenham. Recently, 100% metal façade single-family detached dwellings were constructed on properties along Old Mill Creek Road, east of US Highway 290 West.

The City of Brenham has adopted zoning to foster orderly and healthful development and to protect the health, safety, morals and general welfare of its residents and citizens. Preserving character and ensuring land use compatibility are objectives of the zoning ordinance and adopted Comprehensive Plan.

Staff finds that metal façade dwellings, specifically those built with a 100% metal façade, are not compatible adjacent to or within established neighborhoods built primarily of brick, stone, or other non-metallic façades. It is recommended to amend the zoning ordinance establishing a requirement that residential uses built in Brenham and located in the R-1, R-2, and B-1 districts be built with a limited metallic exterior, and that residential uses built in the R-3 district may be built with a metallic exterior.

PROPOSED AMENDMENT:

- Require a minimum 75% non-metal façade on exterior wall surfaces facing the right-of-way
- Require a minimum 50% non-metal façade on exterior wall surfaces not facing the right-of-way
- Non-metal façade shall mean brick or brick veneer, stone or stone veneer, stucco, wood, vinyl, or fiber-cement siding or for this section wood or fiber cement like exterior or finish will be considered non-metal façade
- Shall apply to the R-1: Residential Single Family, R-2: Mixed Residential, and B-1: Local Business/Residential Mixed Use District
- Property less than 1 acre in size containing accessory structures 160 square feet or greater in area shall be constructed with at least 50% non-metal façade on each wall or elevation, excluding windows and doors.

ANALYSIS:

Chapter three – Housing, of the Brenham Comprehensive Plan recommends that the City establish guidelines to protect established neighborhoods. Within the City of Brenham there are many existing established neighborhoods that could be considered an aging housing stock and should be preserved. Many times areas where older neighborhoods exist begin to see infill or re-development. Design guidelines help to ensure that new homes in existing neighborhoods are appropriate in terms of context, such as building materials, height similarities, window spacing, and size of the home. Protecting existing

established neighborhoods through design guidelines will ensure the long-term stability and long-term vitality of an area, and thus the quality of life for the community.

The Comprehensive Plan suggests that developing guidelines to protect the character of neighborhoods from inappropriate building or renovations should include identifying complimentary elements of existing housing that can be reasonably incorporated into new development. The new housing type with 100% metal exterior do not have complimentary elements to existing housing stock (Exhibit A).

In an effort to preserve the Dixie Subdivision, and all other residential development in Brenham, staff finds that restricting the use of metal exteriors on residential uses is a necessary amendment to the zoning ordinance. As mentioned in the Comprehensive Plan, establishing guidelines to preserve neighborhood integrity will help maintain property values and protect community character.

PUBLIC COMMENTS:

The Notice of Public Hearing was published in the newspaper on January 17, 2019. During the Public Hearing portion of the January 28, 2019 Planning and Zoning Commission meeting two citizens spoke in opposition of the proposed amendment to prohibit metal facades in residential districts, stating that the proposed ordinance was too restrictive. Since the January 28, 2019 meeting staff has received two calls from citizens in favor of an amendment to restrict metal housing in Brenham. Additional written correspondence from citizens is included below (Exhibit B).

STAFF RECOMMENDATION:

Staff recommends **approval** of an ordinance to limit metal exteriors on residential uses in the R-1, R-2 and B-1 zoning districts.

EXHIBITS:

1. Exhibit A – Citizen Compliant
2. Exhibit B – Public Comments

EXHIBIT "A"
Citizen Compliant

Hello Ms. Doland,

I would like to bring to your attention an issue that is happening in a residential neighborhood in Brenham. There are metal buildings being built at a rapid pace. These buildings are changing the aesthetic landscape of the neighborhood, lowering property values and upsetting the community togetherness.

I know you are a very busy as the Assistant Director of Development services for the City of Brenham, however your attention to this matter is greatly appreciated. Brenham will benefit immensely by adopting an ordinance which prohibits metal buildings larger than 120 sq ft in R1 Zoning. I have included links for other cities in Texas that have adopted similar ordinances-

City of Gainesville, TX Zoning Code Amendments - page 9

<http://www.gainesville.tx.us/DocumentCenter/View/981/Zoning-Code-Amendments-2nd-reading-061813?bidId=>

City of Corinth, TX Ordinance No 11-06-16-12 Sec 301.3.1

<https://www.cityofcorinth.com/DocumentCenter/View/777/ORDINANCE-NO-11-06-16-12?bidId=>

City of Fulshear, TX Sec. 1-167[a]. - Exterior Construction Materials

https://library.municode.com/tx/fulshear/codes/code_of_ordinances?nodeId=PTIICOOR_APXAZO_ARTIIIDIRE_DIV1GE_S1-167AEXCOMA

City of League City, TX Sec 125-140.Q. Exterior Construction Requirements

<http://www.leaguecity.com/DocumentCenter/View/734/Zoning-Ordinance?bidId=>

City of Bedford, TX 5.8.A STANDARD MASONRY CONSTRUCTION

<https://bedfordtx.gov/DocumentCenter/View/186/Zoning-Ordinance-PDF>

I have also attached pictures of these metal buildings that have been erected in the past few months in my neighborhood. In addition, I included photos of other homes in my neighborhood. As you will see, the metal buildings greatly reduce the quality aesthetic of the neighborhood.

Your prompt attention to this manner is greatly appreciated. I would like to include this as a proposal for the next city council meeting. There is a 5 acre lot that is pending sale in our neighborhood, I fear the same builder of these metal units is planning to develop on this 5 acre lot. I am confident I can garner support from my neighbors if beneficial. I have also sent this letter to Mayor Tate. Please let me know if I can provide any further information and what I need to do in order to submit this on the city council agenda. Samantha Ullrich and her grandfather are building these metal rental units.

Sincerely,

Susanna Leonard

979-213-8714

seleonard13@gmail.com

201 Meadowbrook Ln

Brenham, TX 77833





EXHIBIT "B"

Public Comments

Good Afternoon Stephanie Doland,

My name is Wes Holt and I'm emailing you today in regards to the recent discussion concerning metal buildings along Old Mill Creek Rd. I am a 11 year home owner in the Meadow Brook subdivision and the consensus among the neighborhood is in agreement with Mrs. Leonard. We (Meadow Brook Subdivision) were recently in a lengthy battle with another out of town developer who requested the City to rezone two platts along Old Mill Creek Rd, who had/has intentions on building an apartment complex. We banded together, formed an official petition and fought the developer's request and to our dismay; the City still voted to change from residential to a mixed commercial property, paving the way for the developer. Fortunately, that hasn't come to pass...yet, but here we are again 2 years later, faced with another attempt to morph our quiet neighborhood into a short-term housing carousel. Needless to say we feel that our neighborhood is constantly under attack by outside profiteers. I'm not against trying to improve the area, but there should be some considerations given to the families who have lived here for decades and have invested in their property.

These buildings are not being built for home ownership, but as rental properties. Therefore, there is no pride in ownership, curb appeal or value added to the neighborhood. In fact, the inverse is more likely. My mother-in-law is a realtor at Hodde and is concerned that this trend in the neighborhood would be detrimental to our property values and resale potential.

Specifically, the 5 acre lot that has been rumored to be the next housing project is of our utmost concern. I understand that the developer in question has denied any knowledge or involvement in that property, but we believe they have set a precedent to achieve the same goal by another party.

I respectfully request the City strongly consider the suggested ordinance to prohibit residential use of metal buildings over 120 square feet in residential zones.

Thank you,

Wes Holt

Meadow Brook Lane Resident
713-253-9253 (cell)

February 20, 2019

Dear Council Members,

I am writing to express my opposition to the metal rental homes built around the cul-de-sacs in the Dixie Subdivision with hopes to prevent more from being built within the city limits.

I have lived in this neighborhood for over 14 years. During this time, I have watched the area deteriorate and at the same time increase in rental homes. It is my opinion that the metal homes are an added deficit to an area primarily made up of older brick/mortar homes. I maintain that the metal homes not only bring more transient residents, because they are rentals, but also a drastic change to the "aesthetics" of the neighborhood – these homes look more like storage sheds or something that belongs in a country setting. Furthermore, the homes offer very little parking for residents which leaves the renters and their guests to use the turn-around as a parking area. (see attached photo)

These cul-de-sacs were added just a couple of years ago, was parking the intended function? There is one cul-de-sac which has three metal homes. What is the owners plan for parking? I would also like to point out that the owner has not attempted to beautify the homes with grass, shrubs or trees.

It is quite possible to surmise that our property values will go down when one adds these metal home rentals built on every cul-de-sac, the growing number of home rentals and the continued zoning violators at 1500 Plymouth (Alan Krueger), 115 Drumm Streets (Walter Schlabach) and the Dixie Motel (as a pay-by-night hotel.) The homes of Krueger and Schlabach have also had numerous drug crime issues over the years.

Sincerely,

Joni Daniel

Hampshire Dr. cul-de-sac



Drumm Street



1500 Plymouth

Stephanie,

Thank you for taking time to speak with me today about the recent Planning and Zoning Commission recommendations related to the ordinance amendment for residential building materials. I was unable to attend the meetings, but before the City Council takes the recommended proposal to a vote, I wanted to express my views on the topic.

Brenham is a charming and quaint city located in a beautiful county. My family and I made the decision to move to Brenham from the Houston area four years ago because we wanted to not just experience the small town charm of Brenham on a weekend, we wanted to be a part of what the city had to offer every day. There is pride in the statement, “I live in Brenham” for so many of us. And that pride is a direct reflection of the landscape, diversity, school district, city leadership and businesses that currently make our town a very unique and special place in Texas.

Through the Banner Press and KWHI, I have kept informed on the discussions/comments about the amendment to a zoning ordinance for residential material. I was shocked to read that after the February 25th meeting, there was agreement to send a proposal to the Council that would lower the percentage of non-metal exterior on a wall facing the right of way from 75% minimum to 50% and 50% to 25% on walls not facing the right of way. Our family lives in Ralston Creek Estates, so while I don’t live on Old Mill Creek Road or on any streets around the area where the buildings are located, I have a concern for what this proposal could mean for other areas of our city as more of these homes will inevitably be built. I understand there is an affordable housing issue within our community (I would argue there is a general housing gap in Brenham), I don’t believe we solve that particular problem by sending a residential building material ordinance amendment to City Council that drastically affects the long-term aesthetics and charm of our town. To me, the two issues are separate and should have separate consideration by our citizens and City leadership. I respectfully disagree with Commissioner Jefferson who stated that “if the city wants to grow, then it needs affordable housing”. The growth of our city is not dependent on affordable housing. The growth of our city is dependent on the right leadership at City and County levels to make sound decisions that carry us into a new phase of our town, inviting industry and commerce to locate here, developing our medical facilities, continuing to have a superior school district and making sure that the citizens have ways to give their input. And, maybe we should really pose the question as to why there is a need for affordable housing and solve that problem first before changing the landscape of our city residential areas with metal buildings.

Our town is at a pivotal time. We are growing at a rapid rate, and we need conviction and careful thought in all of our decisions as a community about how we preserve the charm of our small town that we and so many people in Texas and the country enjoy while still paving the way for the progress that we need to handle the growth.

I am not in favor of the proposed ordinance amendment being presented for approval to City Council. I would like reconsiderations to the ordinance that preserves the integrity of the

community. It would be in the best interest of the city if we excluded any metal exterior to a residential location (that serves as the major structural design). The first question that should be considered by Council is - is this the type of the affordable housing we want in our community? If it is, then I caution that this will not just lead to having more of these structures being built but will also allow for "shipper" container homes to be used as another affordable housing opportunity within our city. Is that really the direction we want to go just as we are on the cusp of our wonderful city expanding? The uniqueness and charm of the small town will be a long forgotten thought if we don't make good decisions today. We'll just be another small town with our metal buildings for affordable housing and nothing else.

Sincerely,

Tracy L. Ross

2205 Ralston Creek Ct.

Brenham, TX 77833

Home: 979-421-8069

Personal Cell: 281-709-5111



CASE NO. P-19-001, EXTERIOR CONSTRUCTION MATERIALS

- December 3, 2018 email from Citizen Susanna Leonard
- “metal homes are changing the aesthetic landscape of the neighborhood”
- Provided examples from:
 - Gainesville, TX
 - Corinth, TX
 - Fulshear, TX
 - League City, TX
 - Bedford, TX



CASE NO. P-19-001, EXTERIOR CONSTRUCTION MATERIALS

Adopted zoning to establish rules to:

- Preservation of public health, safety, morals and welfare
- Promote orderly and healthful development
- Protect private property
- Prevent incompatible adjacent land uses, undue density and traffic congestion





CASE NO. P-19-001, EXTERIOR CONSTRUCTION MATERIALS

City Review – Residential Dwellings:

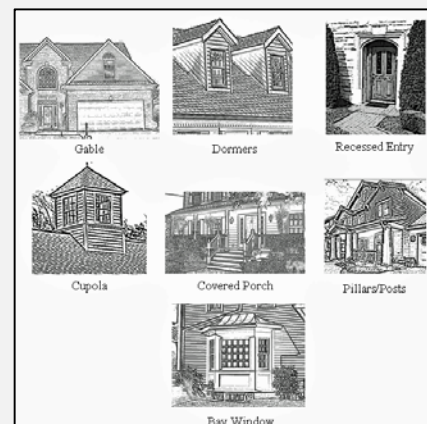
- Concrete, excluding 'siding' as defined above, or **metal exterior construction is not permitted on any structural exterior wall in any residential use zoning district**. Exemptions: An accessory building two hundred and forty (240) square feet or less are excluded from this prohibition. (Bastrop)
- At least **seventy-five percent (75%)** of the total exterior wall surface area in R2 Districts shall be constructed of brick, stone, integrally colored stucco or a combination thereof. (Fulshear)
- All **exterior building walls oriented towards the street** on which the property is addressed and those exterior walls facing parks, designated open spaces, detention/amenity ponds, trails, or other public/common spaces **shall be no less than one-hundred percent (100%) masonry**. All other exterior building walls shall be no less than eighty-five percent (85%) masonry. (League City)
- shall be constructed of at least **85% exterior masonry construction**. No one wall or elevation shall be less than 50% exterior masonry construction. For purposes of this section, masonry shall mean brick or brick veneer, stone or stone veneer and /or stucco. (Corinth)
- Buildings with **metal exteriors are prohibited within all residential districts** (Bryan)



CASE NO. P-19-001, EXTERIOR CONSTRUCTION MATERIALS

City Review – Residential Dwellings:

- Barndominium: a steel or wood frame structure with sheet metal siding and roofing that is used as a dwelling. Permitted in agricultural-open districts with a minimum 2.5 acre lot size, with **non-metallic siding on the front and side elevations**. (Navasota)
- Masonry: all exterior walls constructed using **masonry materials covering at least 60 percent** of said walls, exclusive of doors and windows. Architectural: New residential dwellings shall be constructed using at least two of the following design features: (Baytown) (under 1 acre)





CASE NO. P-19-001, EXTERIOR CONSTRUCTION MATERIALS

Staff originally recommended amendment (January 2019): Appendix A, Part II, Division I, Section 18
Exterior Construction Materials for Selected Districts

- The requirements of this section shall apply to construction of residential uses and accessory structures over 120 square feet in area, and built in the following zoning districts:
- R-1: Residential Single Family
- R-2: Mixed Residential
- R-3: Manufactured Home Residential
- B-1: Local Business/Residential Mixed Use District
- To protect the public health, safety, character, and general welfare and to reduce or eliminate potential fire hazards in areas containing a higher density of buildings, a dwelling in any of the zoning categories to which this section applies shall not be constructed with a metal façade.



CASE NO. P-19-001, EXTERIOR CONSTRUCTION MATERIALS

January 28, 2019, Planning and Zoning Commission concerns:

- Complete prohibition of metal may be too restrictive
- 120 square foot limit is too restrictive as storage units for lawn care would be included
- Proposed ordinance may not resolve issue
- Consider a percentage of metal façade allowed
- Consider a location in Brenham where metal homes are allowed
- Consider including additional architectural details in amendment



CASE NO. P-19-001, EXTERIOR CONSTRUCTION MATERIALS

February 18, 2019, Planning and Zoning Commission direction:

- Consider a percentage of metal façade allowed in R-1, R-2 and B-1
- Consider a location in Brenham where metal homes are allowed (R-3)
- Consider additional architectural details or neighborhood overlays



Masonry Percentage Examples Ratio 25% Non-Metal to 75% Metal



Note: Local business examples utilized due to absence of residential examples available.



Masonry Percentage Examples



Ratio 75% Non-Metal to 25% Metal



Ratio 50% Non-Metal to 50% Metal



Masonry Percentage Examples

Ratio 100% Non-Metal to 0% Metal





CASE NO. P-19-001, EXTERIOR CONSTRUCTION MATERIALS

February 25, 2019 Staff Recommended Amendment:

- Minimum 75% non-metal façade on exterior wall surfaces facing the right-of-way
- Minimum 50% non-metal façade on exterior wall surfaces not facing the right-of-way
- Non-metal façade shall mean brick or brick veneer, stone or stone veneer, stucco, wood, vinyl, or fiber-cement siding or for this section wood or fiber cement like exterior or finish will not be considered non-metal façade
- Shall apply to the R-1: Residential Single Family, R-2: Mixed Residential, and B-1: Local Business/Residential Mixed Use District
- Property less than 1 acre in size containing accessory structures 160 square feet or greater in area shall be constructed with at least 50% non-metal façade on each wall or elevation, excluding windows and doors.



CASE NO. P-19-001, EXTERIOR CONSTRUCTION MATERIALS

February 25, 2019 Planning and Zoning Commission recommendation:

- 50% non-metal façade on exterior wall surfaces facing the right-of-way
- 25% non-metal façade on side exterior wall surfaces not facing the right-of-way
- No minimum non-metal façade requirements on rear exterior wall surfaces not facing the right-of-way
- No accessory structure façade limitations





CASE NO. P-19-001, EXTERIOR CONSTRUCTION MATERIALS

Text Amendment Options:

- Uphold staff recommendation
- Uphold Planning and Zoning Commission recommendation
- Revise staff or P&Z recommendation
- Deny proposed amendment



P-19-001
TEXT AMENDMENT

**Discussion and
Questions**



AGENDA ITEM 7

DATE OF MEETING: March 21, 2019	DATE SUBMITTED: March 14, 2019	
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Stephanie Doland	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☒ 1ST READING ☐ 2ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Part II, Division 1, Section 18 to Establish Exterior Construction Materials for Selected Zoning Districts in Brenham, Washington County, Texas (Case No. P-19-001)		
SUMMARY STATEMENT: This is a City initiated request to amend the City of Brenham’s Code of Ordinances, Appendix A, Section 18 to establish minimum non-metal façade requirements on residential uses in selected zoning districts. Currently the City of Brenham does not regulate exterior construction materials (façade) for properties developed within the City Limits. Recently, 100% metal façade single-family detached dwellings were constructed on properties along Old Mill Creek Road, east of US Highway 290 West. Staff finds that metal façade dwellings, specifically those built with a 100% metal façade, are not compatible adjacent to or within established neighborhoods built primarily of brick, stone, or other non-metallic façades. On January 28, 2019 City Staff recommended an amendment to the Brenham Planning and Zoning Commission which would prohibit the use of a metal façade on residential uses and accessory structures 120 square feet or greater. Staff received the following feedback from the Commission prior to the item being tabled for consideration: - complete prohibition of metal may be too restrictive; 120 square foot limitation is too restrictive on accessory structures; and - proposed ordinance may not resolve the issue. On February 25, 2019 the Planning and Zoning Commission considered the following revised ordinance: - Require a minimum 75% non-metal façade on exterior wall surfaces facing the right-of-way - Require a minimum 50% non-metal façade on exterior wall surfaces not facing the right-of-way - Non-metal façade shall mean brick or brick veneer, stone or stone veneer, stucco, wood, vinyl, or fiber-cement siding or for this section wood or fiber cement like exterior or finish will be considered non-metal façade - Shall apply to the R-1: Residential Single Family, R-2: Mixed Residential, and B-1: Local Business/Residential Mixed Use District - Property less than 1 acre in size containing accessory structures 160 square feet or greater in area shall be constructed with at least 50% non-metal façade on each wall or elevation, excluding windows and doors.		

During the Public Hearing portion of the meeting on January 28, 2019, two citizens spoke in opposition of the proposed amendment and following the hearing the Commission voted to table the item. During the February 25, 2019 meeting, four citizens spoke in favor and two citizens spoke in opposition of the proposed ordinance. On February 25, 2019 the Planning and Zoning Commission voted unanimously to recommend approval of the ordinance with the following modifications:

- 50% non-metal façade on exterior wall surfaces facing the right-of-way
- 25% non-metal façade on exterior side wall surfaces not facing the right-of-way
- 0% non-metal façade on exterior rear wall surfaces not facing the right-of-way
- No non-metal façade requirements on accessory structures

STAFF ANALYSIS (For Ordinances or Regular Agenda Items): Chapter three – Housing, of the Brenham Comprehensive Plan recommends that the City establish guidelines to protect established neighborhoods. Staff finds that metal façade dwellings, specifically those built with a 100% metal façade, are not compatible adjacent to or within established neighborhoods built primarily of brick, stone, or other non-metallic façades. It is recommended to amend the zoning ordinance establishing a requirement that residential uses built in Brenham and located in the R-1, R-2, and B-1 districts be built with a limited metallic exterior, and that residential uses built in the R-3 district may be built with a metallic exterior. **Staff recommends approval of the proposed text amendment as presented to the Planning and Zoning Commission on February 25, 2019.**

A. PROS:

- Protecting existing established neighborhoods through design guidelines will ensure the long-term stability and long-term vitality of an area, and thus the quality of life for the community.
- Establishing guidelines to preserve neighborhood integrity will help maintain property values and protect community character.

B. CONS:

Approval of the proposed amendment may increase the number of homes built in Brenham with metal façade features.

ALTERNATIVES (In Suggested Order of Staff Preference):

1. Approve the proposed amendment, as recommended by City Staff;
2. Approve the proposed amendment, as recommended by the Planning and Zoning Commission;
3. Approve the proposed amendment with modifications, which may require rescheduling the request for consideration on a future City Council meeting agenda;
4. Deny the proposed text amendment.

ATTACHMENTS: (1) Ordinance for first reading

FUNDING SOURCE (Where Applicable): N/A

RECOMMENDED ACTION: Approve an Ordinance on its first reading amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Part II, Division 1, Section 18 to Establish Exterior Construction Materials for Selected Zoning Districts in Brenham, Washington County, Texas (Case No. P-19-001)

APPROVALS: James Fisher

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING
APPENDIX A – “ZONING” OF THE CODE OF ORDINANCES PART II,
DIVISION 1, BY ADDING SECTION 18, EXTERIOR CONSTRUCTION
MATERIALS FOR SELECTED DISTRICTS, TO ESTABLISH METAL
FAÇADE LIMITATIONS IN SELECTED DISTRICTS.**

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

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

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

WHEREAS, these amendments were considered by the City of Brenham Planning & Zoning Commission in its final report during its regular meeting February 25, 2019; and

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

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

SECTION 1

That Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Texas Part II, Division 1 is hereby amended by adding Section 18, Exterior Construction Materials for Selected Districts to read as follows:

Sec. 18. – Exterior Construction Materials for Selected Districts.

(Sec. 18.01) The requirements of this section shall apply to construction of residential buildings in the following zoning districts:

1. R-1: Residential District
2. R-2: Mixed Residential District
3. B-1: Local Business/Residential Mixed Use District

(Sec. 18.02) To protect the public health, safety, character, and general welfare and to reduce or eliminate potential fire hazards in areas containing a higher density of buildings:

1. Dwellings in any of the zoning districts to which this section applies shall have a minimum seventy-five percent (75%) non-metal façade on all exterior wall surfaces, excluding windows and doors, facing any public right-of-way, and a minimum fifty percent (50%) non-metal façade on all exterior wall surfaces, excluding windows and doors, not facing a public right-of-way.
2. Accessory structures 160 square feet or greater in size and situated on a building lot having an area of less than one (1) acre shall be constructed with at least fifty percent (50%) non-metal façade on all exterior wall surfaces, excluding windows and doors.

(Sec. 18.03) For the purposes of this section “non-metal façade” shall mean brick or brick veneer, stone or stone veneer, stucco, wood, vinyl, or fiber-cement siding, and further, for the purposes of this section a wood-like or fiber cement-like exterior or finish shall be considered “non-metal façade.”

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 __ day of ____, 2019.

PASSED and **APPROVED** on its second reading this the __ day of ____, 2019.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



AGENDA ITEM 8

DATE OF MEETING: March 21, 2019	DATE SUBMITTED: March 15, 2019
DEPT. OF ORIGIN: Tourism & Marketing	SUBMITTED BY: Caz R. Muske
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 a Request for a Noise Variance in Connection with the 2019 Downtown Spring Concert (Cool Nights, Hot Tunes) to be Held from 2:30 p.m. to Midnight on April 13, 2019 and Authorize the Mayor to Execute Any Necessary Documentation	
SUMMARY STATEMENT: The City of Brenham Main Street program submitted a request for a Noise Variance for the spring concert this year. The date and time included is Saturday, April 13, 2019; from 2:30 p.m. (when sound set-up begins) to 12:00 a.m. There will be a free concert, and food and beverage vendors. The concert will have a live band with a sound amplification system, which require a Noise Variance. The Brenham Police Department and the Brenham Fire Department have approved the noise variance request; therefore, I ask the City Council to approve the noise variance request.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):	
A. PROS:	
B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Noise Variance Request	
FUNDING SOURCE (Where Applicable): N/A	
RECOMMENDED ACTION: Approve a request for a noise variance in connection with the 2019 Downtown Spring Concert (Cool Nights, Hot Tunes) to be held from 2:30 p.m. to Midnight on April, 13, 2019 and authorize the Mayor to execute any necessary documentation	
APPROVALS: James Fisher	

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization:
City of Brenham, Main Street
2. Name and address of individual making application on behalf of sponsoring organization: _____
Caz R. Muske, Main Street Manager
3. Purpose of the Event: Community event promoting Downtown Brenham
4. Location of Event: Downtown Brenham, Courthouse Square
5. Date of the event: April 13, 2019
6. Time of Event: 7:00pm - 10:30pm
7. Event Set-up: From: 2:30pm To: 6:00pm
Event Clean-up: From: 10:30pm To: 12:00am or until stage is removed
8. You are required to describe the following:
 - a) Types of Activities Planned and any additional information specific to this event: _____
Live music and food vendors.
 - b) Bands/Musical Instruments: 5 band members
 - c) Sound amplification equipment:
Yes
 - d) Cleanup provisions: Working with City Departments

Caz R. Muske, Main Street Manager

Date: 3/15/2019

Name of Applicant (Printed or Typed)

Phone: 979-337-7249


Applicant or Authorized Person's Signature

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):



AGENDA ITEM 9

DATE OF MEETING: March 21, 2019	DATE SUBMITTED: March 15, 2019															
DEPT. OF ORIGIN: Tourism & Marketing	SUBMITTED BY: Caz R. Muske															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
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 Resolution No. R-19-010 Authorizing Execution of an Agreement with TxDOT for the Temporary Closure of State Right-of-Way in Connection with the 2019 Downtown Spring Concert (Cool Nights, Hot Tunes) to be Held on April 13, 2019																
SUMMARY STATEMENT: Cool Nights, Hot Tunes, is hosted by the City of Brenham and sponsored by local businesses. It is a free public event with live entertainment and food vendors. Brenham residents and visitors bring lawn chairs, set them up in the street, and enjoy fellowship and entertainment. The concert is April 13, 2019 from 7:00 p.m. – 10:30 p.m. One lane of Alamo Street between Park Street and St. Charles Street will close at 2:30 p.m. for stage setup followed by both lanes of Alamo Street closing between Austin Street and Market Street from 4:30 p.m. to midnight or until the stage is removed. Estimated attendance is 1,500 people.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Resolution No. R-19-010; (2) Agreement with TxDOT for the Temporary Closure of State Right-of-Way; and (3) Application for Event Permit																
FUNDING SOURCE (Where Applicable): N/A																
RECOMMENDED ACTION: Approve Resolution No. R-19-010 authorizing execution of an agreement with TxDOT for the temporary closure of state right-of-way in connection with the 2019 Downtown Spring Concert (Cool Nights, Hot Tunes) to be held on April 13, 2019																
APPROVALS: James Fisher																

RESOLUTION NO. R-19-010

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 involving a portion of the state highway system 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 system 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 agreement and have agreed to be bound by the provisions thereof for the purpose of closing said streets for the 2019 Downtown Spring Concert, Cool Nights, Hot Tunes, to be held on **April 13, 2019**.

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 a portion of the state highway system within the City of Brenham associated with the 2019 Downtown Spring Concert, Cool Nights, Hot Tunes. This resolution is effective upon its adoption.

PASSED AND APPROVED this the 21st day of March 2019.

Milton Y. Tate, Jr.,
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

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 Street, in Washington, County; and

WHEREAS, the local government has requested the temporary closure of Alamo Street (Business 290) for the purpose of the 2019 Downtown Spring Concert, Cool Nights, Hot Tunes, from 2:30 p.m. to 12:00 a.m. on April 13, 2019 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 21st day of March, 2019, the Brenham City Council passed Resolution / Ordinance No. R-19-010, 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. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

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:
_____	Texas Department of Transportation
_____	_____
_____	_____
_____	_____

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 _____

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 Street (Business 290) from Market Street to Austin Street in Brenham, Texas (Washington County) as follows: One lane of Alamo Street (Business 290) from Park Street to St. Charles Street closing at 2:30 p.m. until 12:00 a.m.; both lanes of Alamo Street (Business 290) from Austin Street to Market Street closing at 5:30 p.m. until 12:00 a.m. on April 13, 2019.

All streets will be barricaded with traffic control devices and staffed with personnel from the Brenham Police Department and Citizens on Patrol.

The proposed activity that requires these street closures is the: Downtown Spring Concert, Cool Nights, Hot Tunes held Saturday, April 13, 2019. This is a free concert for the public with live entertainment and food vendors. Brenham residents and visitors bring lawn chairs, set them up in the street, and enjoy fellowship and entertainment. Estimated attendance is approximately 1,500.

Exhibit B

RESOLUTION NO. R-19-010

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 involving a portion of the state highway system 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 system 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 agreement and have agreed to be bound by the provisions thereof for the purpose of closing said streets for the 2019 Downtown Spring Concert, Cool Nights, Hot Tunes, to be held on **April 13, 2019**.

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 a portion of the state highway system within the City of Brenham associated with the 2019 Downtown Spring Concert, Cool Nights, Hot Tunes. This resolution is effective upon its adoption.

PASSED AND APPROVED this the 21st of March 2019.

Milton Y. Tate, Jr., Mayor

ATTEST:

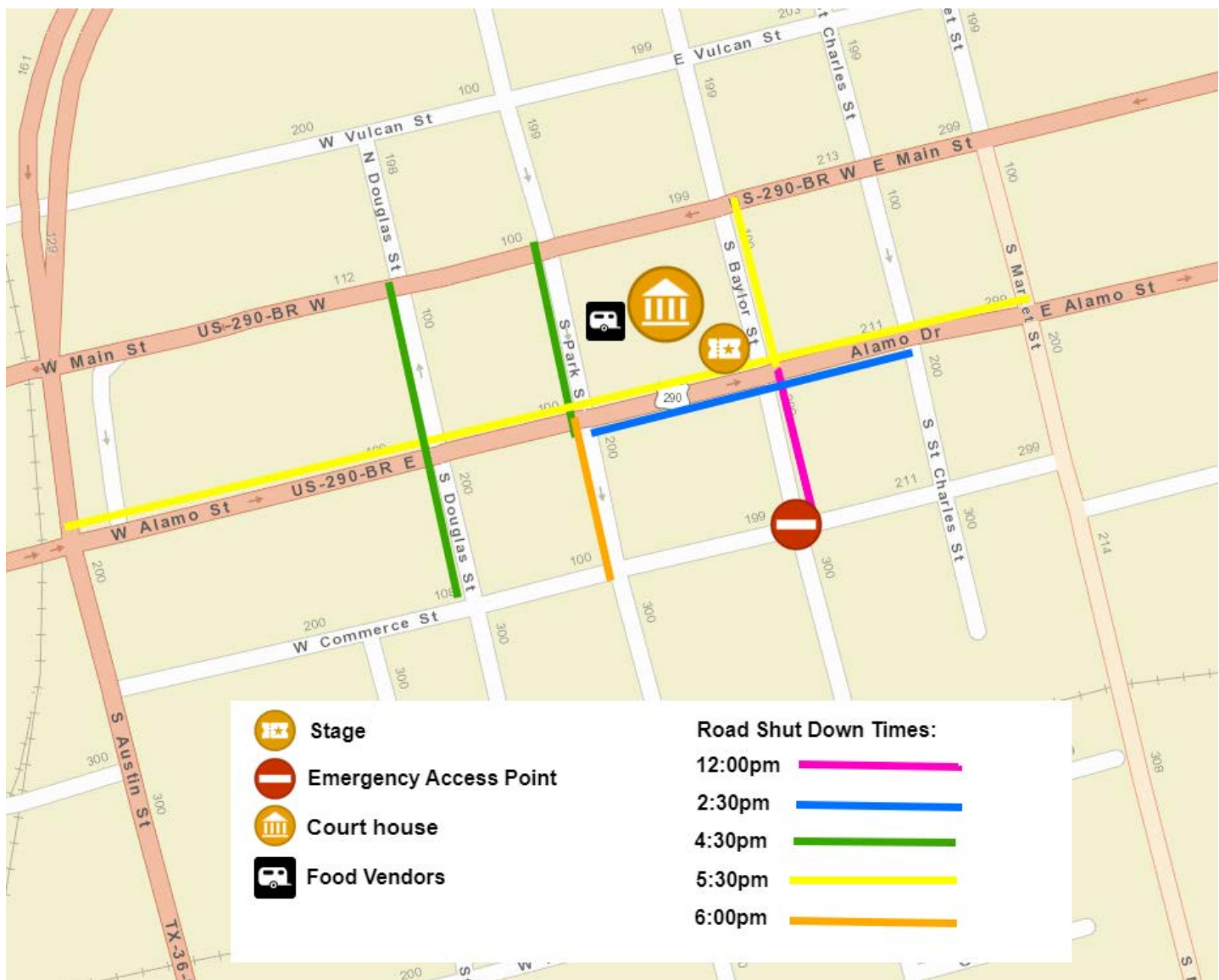
Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit C

This request is for closure of Alamo Street (Business 290) from Market Street to Austin Street in Brenham, Texas (Washington County) as follows: One lane of Alamo Street (Business 290) from Park Street to St. Charles Street closing at 2:30 p.m. until 12:00 a.m.; both lanes of Alamo Street (Business 290) from Austin Street to Market Street closing at 5:30 p.m. until 12:00 a.m. on April 13, 2019.

All streets will be barricaded with traffic control devices and staffed with personnel from the Brenham Police Department and Citizens on Patrol.

The proposed activity that requires these street closures is the: Downtown Spring Concert, Cool Nights, Hot Tunes held Saturday, April 13, 2019. This is a free concert for the public with live entertainment and food vendors. Brenham residents and visitors bring lawn chairs, set them up in the street, and enjoy fellowship and entertainment. Estimated attendance is approximately 1,500.



APPLICATION FOR EVENT PERMIT

1. Name of sponsoring organization: City of Brenham, Main Street
2. Name of individual making application on behalf of sponsoring organizations: Caz Muske, Main Street Manager
3. Purpose of the event: Community event promoting Downtown Brenham
4. Proposed date(s) of event: Saturday, April 13, 2019
5. Event start date and time: April 13, 2019 @ 7:00pm
6. Event set-up times: From 2:30pm to 6:00pm
7. Breakdown/cleanup: From 10:30pm to 12:00am or until stage is removed
8. Describe types of activities planned (entertainment, food booths, theme of items for sale, etc.):
Live music and food vendors.
9. Estimated attendance (event organizers and spectators): Approximately 1,500
10. Special Requests and/or additional information related to this event: N/A

11. Street Closure Times: Beginning at April 13, 2019 - at various times
(Date and time)

Ending at: April 13, 2019 - at 12AM or until stage is removed
(Date and time)

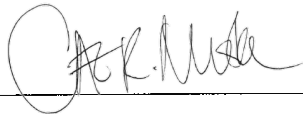
12. Street Closings:**

Baylor St. from Commerce St. to Alamo St. @ 12:00pm
Alamo St. (one lane) from Park St. to St. Charles St. @ 2:30pm
Alamo St. (both lanes) from Austin St. to Market St. @ 4:30pm
Park St. from Main St. to Alamo St. @ 4:30pm
Douglas St. from Commerce St. to Alamo St. @ 4:30pm
_____ from _____ to _____

****Please provide a map of closures**

APPLICANT

Signature



Date: 3/15/2019

Caz R. Muske, Main Street Manager

Printed Name

Contact Phone Number: 979-337-7249

CITY OF BRENHAM

By: _____
City Secretary

Date: _____



AGENDA ITEM 10

DATE OF MEETING: March 21, 2019		DATE SUBMITTED: March 13, 2019	
DEPT. OF ORIGIN: Dev. Services / Engineering		SUBMITTED BY: Lori Sanguedolce	
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 Bid for City of Brenham Project No. 2017-03 Related to the 2017 Schulte Boulevard Storm Damage Repairs and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY STATEMENT: During the May 2016 flood event, DR-4272 the Schulte Boulevard experienced severe erosion at two culvert crossings. The erosion undermined the safety end treatments, headwalls, and culverts. The erosion is continuing to undermine the culverts. This project was submitted to FEMA as part of the damage inventory and is considered an eligible project under the disaster declaration DR-4272. This project is funded at a 75/25 cost share. The notice to bidders for this project was published February 14 and 21, 2019. The submittals were due on March 7, 2019 at 10:00 AM. Five contractors submitted bids ranging from \$75,000 to \$130,000 for the base bid. Based on discussions with the consultant and City staff the lowest qualified contractor for this project is Solid Bridge Construction, LLC. The total base bid is \$75,612.50.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) Notice to Bidders – Schulte Blvd Storm Damage Repairs; (2) Consultant’s Recommendation Letter with Bid Tab – Schulte Blvd Storm Damage Repairs; and (3) Schulte Blvd Storm Damage Repairs Construction Agreement			
FUNDING SOURCE (Where Applicable): 75% FEMA Reimbursement/25% City Match General Fund Reserves			

RECOMMENDED ACTION: Approve a bid for City of Brenham Project No. 2017-03 to Solid Bridge Construction, LLC, in the amount of \$75,612.50, related to the 2017 Schulte Boulevard Storm Damage Repairs and authorize the Mayor to execute any necessary documentation

APPROVALS: James Fisher



City of Brenham

Milton Y. Tate, Jr.
Mayor

James Fisher
City Manager

NOTICE TO BIDDERS

The City of Brenham, Texas shall accept sealed bids to provide all labor, materials, services, and equipment necessary for, or reasonably incidental to, construction of the Work shown in the Drawings and Project Manual for **“2017 Schulte Boulevard Storm Damage Repairs.”**

Sealed bids shall be addressed to the Office of the City Secretary, City of Brenham, 200 W. Vulcan St., Suite 206, Brenham, Texas 77833, and shall be labeled **“2017 Schulte Boulevard Storm Damage Repairs, DO NOT OPEN”**. Mailed bids, by USPS, must be addressed to P.O. Box 1059, Brenham, Texas 77834-1059. Bids shall be submitted no later than **2:00 p.m., Local Time on March 7, 2019.** Bids may be submitted in person, by mail, or delivery service. Responses will NOT be accepted by email or fax.

A pre-bid conference will be held on February 28, 2019, at 2:00 p.m. at the City of Brenham, City Hall, 200 W. Vulcan Street, Brenham, Texas 77833, to familiarize the Bidders with the goals for this project. The pre-bid conference is not mandatory.

The Bid Documents, including DRAWINGS and SPECIFICATIONS may be obtained, at no charge at:

- Civcastusa.com (Account setup required)

Cashier's Check, Certified Check, or Bid Bond in an amount equal to five percent (5%) of the total amount bid must accompany the BID. The Owner reserves the right to reject any or all bids or to accept any bid deemed advantageous to it and waive informalities in bidding. All bids received after the closing time designated will be returned unopened.

Upon consideration of the bids, the City of Brenham reserves the right to accept or to reject any and all bids, to waive technicalities and to make any investigation deemed necessary concerning the bidder's ability to provide the services as covered by the specifications, and to accept what in their judgment is the most advantageous bid.

1st Publication: February 14, 2019
2nd Publication: February 21, 2019



Strand Associates, Inc.®

1906 Niebuhr Street
Brenham, Texas 77833
(P) 979-836-7937

March 12, 2019

Mrs. Lori Sanguedolce, City Engineer
City of Brenham
200 West Vulcan
Brenham, TX 77833

Re: 2017 Schulte Boulevard Storm Damage Repairs
City of Brenham Project No. 2017-03
City of Brenham, Texas

Dear Lori,

Bids for the above-referenced project were opened on March 7, 2019. Five bids were received with the resulting bid tabulation enclosed. The low base bid was \$75,612.50.

Solid Bridge Construction of Huntsville, Texas, was the apparent lower bidder at \$75,612.50. The bid included a bid bond for 5 percent.

Solid Bridge Construction has been awarded the contract for the 2017 Wastewater Treatment Plant Storm Damage Repairs Project. References as well as financials were checked under that project. Based on previous information obtained, Strand offers no objection to awarding the contract to Solid Bridge Construction for this project.

Sincerely,

STRAND ASSOCIATES, INC.®

Roddy J. Williams, Ph.D., P.E.

Enclosure

Bids Received: 10:00 A.M.
March 7, 2019

STRAND ASSOCIATES, INC.®
1906 Niebuhr Street
Brenham, TX 77833

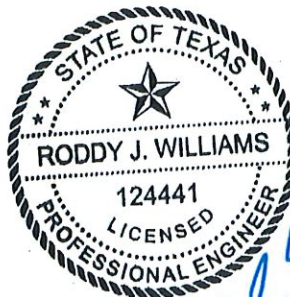
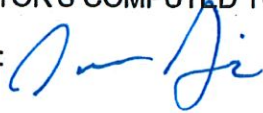
2017 SCHULTE BOULEVARD STORM DAMAGE REPAIRS
PROJECT NO. 2017-03
CITY OF BRENHAM, TEXAS

BID TABULATION SUMMARY

Bidder and Address	Bid Bond	Addenda Acknowledged	Total Bid Price
Solid Bridge Construction 1204 Sam Houston Avenue, #1 Huntsville, TX 77340	5%	N/A	\$75,612.50
SJ&J Construction, LLC 2310 Lapsley Street Dallas, TX 75212	5%	N/A	\$88,668.00
South Central Texas Excavation and Construction, LLC 1669 Smith-Rau Road Columbus, TX 78934	5%	N/A	\$118,048.62
Legacy Concrete Works, LLC P.O. Box 678 Brenham, TX 77834	5%	N/A	\$120,163.00 \$120,156.70*
Leland Bradlee Construction, Inc. 4815 Whitehurst Drive Longview, TX 75602	5%	N/A	\$130,370.00

* CONTRACTOR'S COMPUTED TOTAL

Reviewed by:



Handwritten signature and date: 3/12/19

Bids Received: 10 AM, March 7, 2019

STRAND ASSOCIATES, INC.®
1906 Niebuhr Street
Brenham, TX 77833

2017 SCHULTE BOULEVARD STORM DAMAGE REPAIRS
PROJECT NO. 2017-03
CITY OF BRENHAM, TEXAS
BID TABULATION BREAKDOWN

		Solid Bridge 1204 Sam Houston Ave #1 Huntsville, TX 77340		SJ&J Construction, LLC 2310 Lapsley Street Dallas, TX 75212		SCTX, LLC 1669 Smith-Rau Road Columbus, TX 78934		Legacy Concrete Works P.O. Box 678 Brenham, TX 77834		Leland Bradlee 4815 Whitehurst Drive Longview, TX 75602	
No.	Description	Quantity	Unit	Price	Total Price	Unit	Price	Total Price	Unit	Price	Total Price
1.	Mobilization	1	LS	\$ 5,500.00	\$ 5,500.00	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 11,988.00	\$ 11,988.00
2.	Rock Filter Dam (Type 4)	90	LF	\$ 48.00	\$ 4,320.00	\$ 50.00	\$ 4,500.00	\$ 61.25	\$ 5,512.50	\$ 74.66	\$ 6,719.40
											\$ 6,718.95*
3.	Remove and dispose of existing concrete	20	CY	\$ 250.00	\$ 5,000.00	\$ 110.00	\$ 2,200.00	\$ 165.00	\$ 3,300.00	\$ 173.70	\$ 3,474.00
4.	Remove and dispose of existing 42" RCP	12	LF	\$ 100.00	\$ 1,200.00	\$ 80.00	\$ 960.00	\$ 150.00	\$ 1,800.00	\$ 87.75	\$ 1,053.00
5.	Remove and dispose of existing 48" RCP	8	LF	\$ 200.00	\$ 1,600.00	\$ 60.00	\$ 480.00	\$ 150.00	\$ 1,200.00	\$ 146.25	\$ 1,170.00
6.	Remove and dispose of existing 42" Safety End Treatment	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 500.00	\$ 500.00	\$ 3,500.00	\$ 3,500.00	\$ 1,980.00	\$ 1,980.00
7.	Remove and dispose of existing 48" Safety End Treatment	1	LS	\$ 5,500.00	\$ 5,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,850.00	\$ 1,850.00	\$ 1,440.00	\$ 1,440.00
8.	Embankment-Type A (undermined areas)	537	CY	\$ 10.00	\$ 5,370.00	\$ 40.00	\$ 21,480.00	\$ 35.24	\$ 18,923.88	\$ 35.33	\$ 18,972.21
										\$ 25.00	\$ 13,425.00

No.	Description	Quantity	Unit	Solid Bridge		SJ&J Construction, LLC		SCTX, LLC		Legacy Concrete Works		Leland Bradley	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
9.	Excavation (channel)	200	CY	\$ 10.00	\$ 2,000.00	\$ 15.00	\$ 3,000.00	\$ 32.00	\$ 6,400.00	\$ 28.58	\$ 5,716.00	\$ 30.00	\$ 6,000.00
											\$5,715.00		
10.	Flowable fill	16	CY	\$ 185.00	\$ 2,960.00	\$ 250.00	\$ 4,000.00	\$ 300.00	\$ 4,800.00	\$ 138.96	\$ 2,223.36	\$ 250.00	\$ 4,000.00
11.	Cement stabilized backfill	20	CY	\$ 100.00	\$ 2,000.00	\$ 100.00	\$ 2,000.00	\$ 45.00	\$ 900.00	\$ 104.22	\$ 2,084.40	\$ 250.00	\$ 5,000.00
12.	42-inch Reinforced Concrete Pipe (Class III)	12	LF	\$ 250.00	\$ 3,000.00	\$ 450.00	\$ 5,400.00	\$ 204.48	\$ 2,453.76	\$ 309.60	\$ 3,715.20	\$ 500.00	\$ 6,000.00
13.	48-inch Reinforced Concrete Pipe (Class III)	8	LF	\$ 250.00	\$ 2,000.00	\$ 350.00	\$ 2,800.00	\$ 222.86	\$ 1,782.88	\$ 676.80	\$ 5,414.40	\$ 800.00	\$ 6,400.00
14.	Safety End Treatment (single 48-inch pipe)	1	EA	\$ 4,275.00	\$ 4,275.00	\$ 4,500.00	\$ 4,500.00	\$ 8,118.05	\$ 8,118.05	\$ 3,690.00	\$ 3,690.00	\$ 5,000.00	\$ 5,000.00
15.	Reinforced Concrete Headwall with Perpendicular Wingwalls and Apron (for 3-42-inch pipes)	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 12,000.00	\$ 12,000.00	\$ 30,625.00	\$ 30,625.00	\$ 18,031.50	\$ 18,031.50	\$ 15,000.00	\$ 15,000.00
16.	Dissipation Blocks (wingwall apron)	1	LS	\$ 2,780.00	\$ 2,780.00	\$ 2,500.00	\$ 2,500.00	\$ 4,900.00	\$ 4,900.00	\$ 2,880.00	\$ 2,880.00	\$ 500.00	\$ 500.00
17.	Riprap Type R Grouted (8-inch thick)	10	CY	\$ 220.00	\$ 2,200.00	\$ 300.00	\$ 3,000.00	\$ 150.00	\$ 1,500.00	\$ 954.27	\$ 9,542.70	\$ 200.00	\$ 2,000.00
18.	Furnish and Place Topsoil	351	SY	\$ 15.00	\$ 5,265.00	\$ 5.00	\$ 1,755.00	\$ 17.05	\$ 5,984.55	\$ 12.83	\$ 4,503.33	\$ 20.00	\$ 7,020.00

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No.	Description	Quantity	Unit	Solid Bridge		SJ&J Construction, LLC		SCTX, LLC		Legacy Concrete Works		Leland Bradlee	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
19.	Broadcast Seeding (warm temp)	351 SY		\$ 6.00	\$ 2,106.00	\$ 1.00	\$ 351.00	\$ 2.50	\$ 877.50	\$ 8.00	\$ 2,808.00	\$ 5.00	\$ 1,755.00
20.	Broadcast Seeding (cool temp)	351 SY		\$ 3.50	\$ 1,228.50	\$ 1.00	\$ 351.00	\$ 1.50	\$ 526.50	\$ 9.45	\$ 3,316.95	\$ 5.00	\$ 1,755.00
21.	Cellulose Fiber Mulch Seeding	351 SY		\$ 8.00	\$ 2,808.00	\$ 1.00	\$ 351.00	\$ 6.50	\$ 2,281.50	\$ 9.45	\$ 3,316.95	\$ 15.00	\$ 5,265.00
22.	Block Sodding	60 SY		\$ 25.00	\$ 1,500.00	\$ 6.00	\$ 360.00	\$ 5.00	\$ 300.00	\$ 34.56	\$ 2,073.60	\$ 50.00	\$ 3,000.00
23.	Vegetative Watering	9 MG		\$ 500.00	\$ 4,500.00	\$ 20.00	\$ 180.00	\$ 612.50	\$ 5,512.50	\$ 450.00	\$ 4,050.00	\$ 500.00	\$ 4,500.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 23					\$ 75,612.50		\$ 88,668.00		\$ 118,048.62		\$ 120,163.00		\$ 130,370.00
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 23					\$ 75,612.50		\$ 88,668.00		\$ 118,048.62		\$ 120,156.70*		\$ 130,370.00

* CONTRACTOR'S COMPUTED TOTAL

Reviewed by/



Document 00520

AGREEMENT

Project: 2017 Schulte Boulevard Storm Damage Repairs

Project Location: [Project Location] (Key Map No. [xxx-x])

Project Bid No: 3900.168

E&P Project No: City of Brenham Project No. 2017-03

The City: The City of Brenham, County of Washington, Texas (the "City")

and

Contractor: _____

(Address for Written Notice) _____

Fax Number: _____

City Engineer is: Strand Associates, Inc.®

(Address for Written Notice) 1906 Niebuhr Street, Brenham, TX 77833

Fax Number: _____

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

ARTICLE 1

THE WORK OF THE CONTRACT

1.1 Contractor shall perform the Work in accordance with the Contract.

ARTICLE 2

CONTRACT TIME

2.1 Contractor agrees that the Work will be substantially complete and will be completed and ready for final payment within 60 calendar days after the date when the Contract Time commences to run as provided in Paragraph 4.01 of the General Conditions. The Parties acknowledge and agree that the Contract Time is a reasonable time to achieve Substantial Completion of the Work.

2.2 The Parties recognize that time is of the essence for this Agreement and that the City will suffer financial loss if the Work is not completed within the Contract Time. Parties also recognize delays, expense,

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and difficulties involved in proving in a legal or arbitration proceeding actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount of Two Hundred Fifty and No/100 Dollars (\$250.00) for each and every calendar day beyond Contract Time. The Parties further agree that the above-described amount is a reasonable determination of the damages that the City will sustain per calendar day upon the failure of the Contractor to complete Work within the Contract Time, and this amount should in no way be construed as a penalty.

ARTICLE 3

CONTRACT PRICE

3.1 Subject to terms of the Contract, the City will pay Contractor in current funds for Contractor's performance of the Contract, Contract Price of \$_____, which includes Alternates, if any, accepted below.

3.2 The City accepts Alternates as follows:

Alternate No. 1	_____
Alternate No. 2	_____
Alternate No. 3	_____

ARTICLE 4

PAYMENTS

4.1 The City will make progress payments to Contractor as provided below and in the General Conditions.

4.2 The Period covered by each progress payment is one calendar month ending on the [] 10th, [] 20th, or [X] last day of the month.

4.3 The Schedule of Values established as provided in paragraph 2.07.A of the General Conditions will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed. The City will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as provided below in paragraphs 4.3.1 and 4.3.2.

4.3.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or City may withhold, in accordance with paragraph 14.02 of the General Conditions:

- a. For contracts under \$400,000.00, 90% of Work completed (with the balance being retainage). For contracts over \$400,000.00, 95% of Work completed (with the balance being retainage.)
- b. For contracts under \$400,000.00, 90% (with the balance being retainage) and for contracts over \$400,000.00, 95% (with the balance being retainage) of materials and equipment not incorporated in the

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Work (but delivered, suitably stored and accompanied by documentation satisfactory to the City as provided in paragraph 14.02 of the General Conditions).

4.3.2 Upon Substantial Completion, the City shall pay an amount sufficient to increase total payments to Contractor to 95% of the Work completed, less such amounts as Engineer shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the Certificate of Substantial Completion.

4.4 Final payment, constituting entire unpaid balance of Contract Price, will be made by the City to Contractor as provided in the General Conditions.

ARTICLE 5

CONTRACTOR REPRESENTATIONS

5.1 Contractor represents:

5.1.1 Contractor has examined and carefully studied Contract documents and other related data identified in Bid Documents.

5.1.2 Contractor has visited the site and become familiar with and is satisfied as to general, local, and site conditions that may affect cost, progress, and performance of the Work.

5.1.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4 Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in Contract documents and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in Contract documents.

5.1.5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract to be employed by Contractor, and safety precautions and programs incident thereto

5.1.6 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for performance of the Work at Contract Price, within Contract Time, and in accordance with the Contract.

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5.1.7 Contractor is aware of general nature of work to be performed by the City and others at the site that relates to the Work as indicated in Contract documents.

5.1.8 Contractor has correlated information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract.

5.1.9 Contractor has given City Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract, and written resolution thereof by City Engineer is acceptable to Contractor.

5.1.10 Contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.1 The Contract may be terminated by either Party as provided in Conditions of the Contract.

6.2 The Work may be suspended by the City as provided in Conditions of the Contract.

ARTICLE 7

ENUMERATION OF CONTRACT DOCUMENTS

7.1 The following documents are incorporated into this Agreement:

7.1.1 Document 00700 - General Conditions

7.1.2 Document 00800 - Supplementary Conditions

7.1.3 General Requirements.

7.1.4 Divisions 02 through 16 of Specifications attached hereto or incorporated by reference in Document 00010 - Table of Contents.

7.1.5 Drawings listed in Document 00015 - List of Drawings and bound separately.

7.1.6 Addenda which apply to the Contract, are as follows:

Addendum No. 1, dated _____

Addendum No. 2, dated _____

Addendum No. 3, dated _____

7.1.7 Other documents:

<u>Document No.</u>	<u>Title</u>
[X] 00410B	Bid Form – Part B
[X] 00500	Form of Business
[X] 00501	Resolution of Corporation (if a corporation)

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- | | | |
|-------------------------------------|-------|---|
| ☒ | 00610 | Performance Bond |
| ☒ | 00611 | Statutory Payment Bond |
| ☒ | 00612 | One-year Maintenance Bond |
| ☒ | 00620 | Affidavit of Insurance (with the Certificate of Insurance attached) |
| ☒ | 00800 | Exhibit A, Wage Rates |
| ☐ | 00821 | Wage Rate for Building Construction |
| ☐ | 00830 | Trench Safety Geotechnical Information |

ARTICLE 8

SIGNATURES

8.1 This Agreement is executed in three originals and is effective on _____.

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CONTRACTOR:

(If Joint Venture)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tax Identification Number: _____

Tax Identification Number: _____

ATTEST/SEAL:

[SEAL]

Attest: _____

Date: _____

CITY OF BRENHAM, TEXAS:

By: _____

Mayor

ATTEST/SEAL:

Date: _____

[SEAL]

Attest: _____

City Secretary

Date: _____

END OF DOCUMENT



AGENDA ITEM 11

DATE OF MEETING: March 21, 2019		DATE SUBMITTED: March 13, 2019	
DEPT. OF ORIGIN: Airport/Development Services		SUBMITTED BY: Kim Hodde	
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 Ground-Space Lease Agreement with RIGA Aviation, LLC for Hangar Space at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY STATEMENT: RIGA Aviation, LLC (Rick Doak) would like to construct a new 60x60 hangar at 3405 Aviation Way (on the south side of the new nested T-hangars next to the hangar recently built by John Schaer). Mr. Doak's total lease space will be 7,200 square feet. The lease agreement is the City's standard ground-space lease for \$0.08 cents per square foot and the lease rate may increase up to \$0.02 per square foot in a five-year period as the prevailing rates change.			
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 for 3405 Aviation Way			
FUNDING SOURCE (Where Applicable):			
RECOMMENDED ACTION: Approve a Ground-Space Lease Agreement with RIGA Aviation, LLC for hangar space at the Brenham Municipal Airport and authorize the Mayor to execute any necessary documentation			
APPROVALS: James Fisher			

LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH RIGA AVIATION, LLC

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 RIGA AVIATION, LLC (Rick Doak), 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 April 1, 2019 and terminating March 31, 2049. The rent for the first year shall be eight (\$.08) cents per square foot per year for 7,200 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. The Lessee acknowledges and agrees that the City reserves the right to adjust the Lease rental rate in an amount not to exceed an increase of two (\$.02) cents per square foot in a five (5) year period.

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 3,600 square feet of space (60x60). 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 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

BRENNHAM MUNICIPAL AIRPORT and as may be adopted by the AIRPORT ADVISORY COMMITTEE of the CITY OF BRENNHAM, 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 BRENNHAM, 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 _____, 2019.

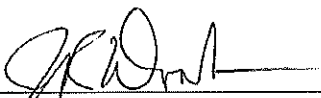
CITY OF BRENNHAM (LESSOR)

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

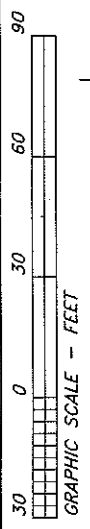
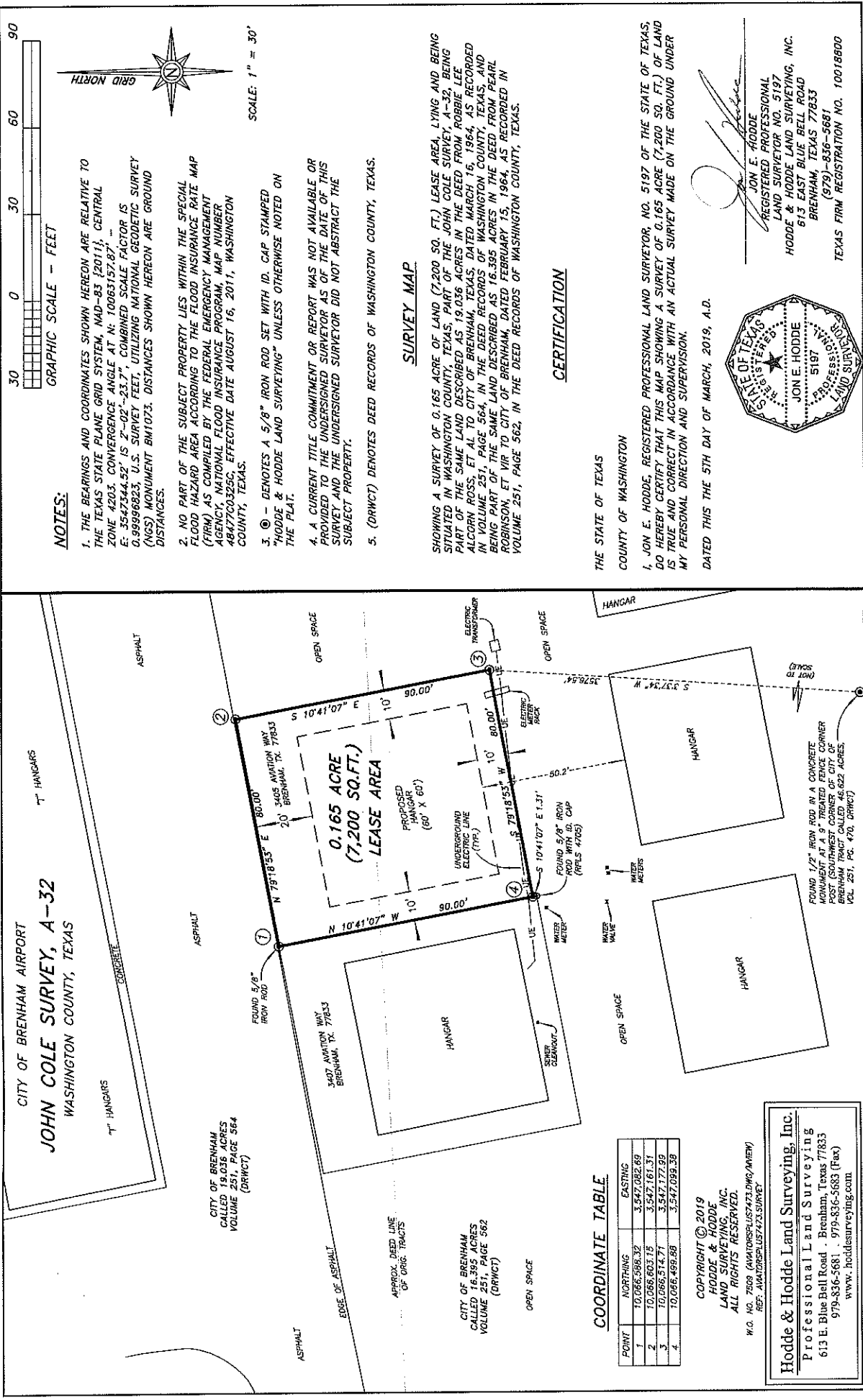
ATTEST:

Jeana Bellinger, City Secretary

RIGA AVIATION, LLC (LESSEE)



Riga Aviation, LLC
Rick Doak
4830 Trickle Creek Drive
Fulshear, Texas 77441
(361) 243-1040



NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE TEXAS STATE PLANE GRID SYSTEM, NAD-83 (2011), CENTRAL ZONE 4203, CONVERGENCE ANGLE AT N. 10063157.87" - E. 554744.52" IS 2'-02"-23.7" COMBINED SCALE FACTOR IS 0.99996823, U.S. SURVEY FEET, UTILIZING NATIONAL GEODETIC SURVEY (NGS) MONUMENT BM1073. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
2. NO PART OF THE SUBJECT PROPERTY LIES WITHIN THE SPECIAL FLOOD HAZARD AREA ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) AS COMPILED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, MAP NUMBER 48477C0325C, EFFECTIVE DATE AUGUST 16, 2011, WASHINGTON COUNTY, TEXAS.
3. (C) - DENOTES A 5/8" IRON ROD SET WITH ID. CAP STAMPED ON "HODDE & HODDE LAND SURVEYING" UNLESS OTHERWISE NOTED ON THE PLAT.
4. A CURRENT TITLE COMMITMENT OR REPORT WAS NOT AVAILABLE OR PROVIDED TO THE UNDERSIGNED SURVEYOR AS OF THE DATE OF THIS SURVEY AND THE UNDERSIGNED SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY.
5. (DRWCT) DENOTES DEED RECORDS OF WASHINGTON COUNTY, TEXAS.

SURVEY MAP

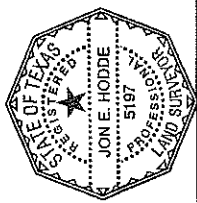
SHOWING A SURVEY OF 0.165 ACRE OF LAND (7,200 SQ. FT.) LEASE AREA, LYING AND BEING SITUATED IN WASHINGTON COUNTY, TEXAS, PART OF THE JOHN COLE SURVEY, N-32, BEING PART OF THE SAME LAND DESCRIBED AS 19.036 ACRES IN THE DEED RECORDS OF WASHINGTON COUNTY, TEXAS, DATED MARCH 6, 1964, IS RECORDED IN VOLUME 251, PAGE 564, AND THE DEED RECORDS OF WASHINGTON COUNTY, TEXAS, DATED FEBRUARY 13, 1964, IS RECORDED IN VOLUME 251, PAGE 562, IN THE DEED RECORDS OF WASHINGTON COUNTY, TEXAS.

CERTIFICATION

THE STATE OF TEXAS
COUNTY OF WASHINGTON

I, JON E. HODDE, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5197 OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS MAP SHOWING A SURVEY OF 0.165 ACRE (7,200 SQ. FT.) OF LAND IS TRUE AND CORRECT IN ACCORDANCE WITH AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY PERSONAL DIRECTION AND SUPERVISION.

DATED THIS 5TH DAY OF MARCH, 2019, A.D.



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

COORDINATE TABLE

POINT	NORTHING	EASTING
1	10,066,298.32	3,547,082.69
2	10,066,603.15	3,547,161.31
3	10,066,514.71	3,547,172.99
4	10,066,499.88	3,547,099.38

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HODDE & HODDE
LAND SURVEYING, INC.
ALL RIGHTS RESERVED.
M.O. NO. 7508 (AMTORSPLUS7473.DWG/MHEW)
REF: AMTORSPLUS7473.SURVEY

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



AGENDA ITEM 12

DATE OF MEETING: March 21, 2019	DATE SUBMITTED: March 18, 2019
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Jeana Bellinger
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 Termination and Release of a Right-of-Way Easement, Dated November 5, 1997 from Blinn College to the City of Brenham and Authorize the Mayor to Execute Any Necessary Documentation	
SUMMARY STATEMENT: On January 14, 2019 the City received a request from the Brenham Cemetery Association to release the easement across their property that was granted to the City back in 1997 for the possible future extension of Saeger Street. City staff met with representatives from Blinn College to discuss how the extension of Saeger Street would affect traffic in and around the College. After further discussion, it was determined that an extension of Saeger Street would not divert traffic away from the Blinn campus; therefore, it would be beneficial to the College. Staff is recommending the termination and release of this right-of-way.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Letter from The Brenham Cemetery Association; and (2) Right of Way Easement	
FUNDING SOURCE (Where Applicable):	
RECOMMENDED ACTION: Approve the Termination and Release of a Right-of-Way Easement, Dated November 5, 1997 from Blinn College to the City of Brenham and authorize the Mayor to execute any necessary documentation	
APPROVALS: James Fisher	

Brenham Cemetery Association / Prairie Lea Cemetery
P.O. Box 2168
Brenham, TX 77834
979-836-4639

January 8, 2019

Brenham City Council
200 W. Vulcan St.
Brenham, TX 77833

Mayor Milton Tate and Members of the Brenham City Council:

The Brenham Cemetery Association respectfully requests The City of Brenham to relinquish the easement across the property owned by The Brenham Cemetery Association as was granted The City of Brenham by Blinn College in a Right of Way Easement dated November 5, 1997 and recorded in Volume 878, Page 134 Official Records of Washington County, Texas.

The Brenham Cemetery Association desires to utilize its property, located within the above cited easement, for grave spaces. The subject property is adjacent to and borders on the west boundary of Prairie Lea Cemetery, and is best suited for our initial expansion of grave spaces on the tract which is subject to the easement.

Please let me know if you would like for The Brenham Cemetery Association to personally present this request to the Council, providing its support for the relinquishment of the easement. The Association thanks you in advance for your thoughtful consideration of this request.

Respectfully,

The Brenham Cemetery Association

By: _____

Elton B. Anderson, President



Paul Ehlert, JD
President
Chief Executive Officer

PO Box 645
Brenham, TX 77834-0645
979-830-7590 phone
979-277-1900 fax
1-800-392-2202 toll-free
pehlert@GermaniaInsurance.com

RIGHT OF WAY EASEMENT: BLINN COLLEGE, THE JUNIOR COLLEGE
DISTRICT OF WASHINGTON COUNTY TO THE CITY OF BRENHAM, TEXAS

THE STATE OF TEXAS X
 X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WASHINGTON X

THAT, BLINN COLLEGE, THE JUNIOR COLLEGE DISTRICT OF
WASHINGTON COUNTY, acting by and through its duly authorized Officers of the
Board of Trustees, hereinafter called BLINN COLLEGE, of the County of
Washington, State of Texas, for and in consideration of the sum of ONE AND NO/100
(\$1.00) DOLLARS, cash, and other good and valuable considerations to it in hand
paid by THE CITY OF BRENHAM, TEXAS, the receipt of which is hereby
acknowledged and confessed, including the exchange of land;

BLINN COLLEGE HAS GRANTED, SOLD, EXCHANGED AND CONVEYED,
and by these presents does GRANT, SELL, EXCHANGE AND CONVEY unto the
said THE CITY OF BRENHAM, TEXAS, hereinafter called GRANTEE, its successors
and assigns, a right of way and easement for the purpose of building a road or street
on or across the 1.532 acres tract of land, hereinafter described, owned by BLINN
COLLEGE, which right of way and easement is over and across the land of BLINN
COLLEGE, lying and being situated in the City of Brenham, Washington County,
Texas, and which easement is fully described in Exhibit "A" attached hereto and
made a part hereof for all purposes pertinent.

The GRANTEE shall have all rights and benefits necessary or convenient for
the full enjoyment or use of the rights herein grant, PROVIDED HOWEVER, this

easement and right of way shall be used only for the construction of and maintenance of a road or street.

TO HAVE AND TO HOLD the said right of way and easement unto the said GRANTEE, its successors and assigns, from this date and so long thereafter as a road or street is constructed and maintained thereon, subject to further conditions set out below; and BLINN COLLEGE hereby binds itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, to the extent which its interest may adhere, all and singular the said premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under BLINN COLLEGE only, but not otherwise.

PROVIDED HOWEVER, that THE CITY OF BRENHAM, TEXAS shall construct and complete a roadway or street according to City of Brenham usual specifications for road or street construction within twenty-five (25) years from the date of this instrument. If said roadway or street is not constructed and completed within twenty-five (25) years from the date of this instrument, this right of way and easement shall terminate and any and all rights of THE CITY OF BRENHAM, TEXAS, its successors and assigns shall revert to BLINN COLLEGE, its successors or assigns.

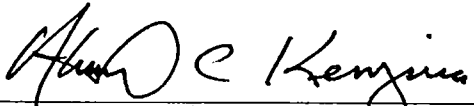
BLINN COLLEGE, its successors and assigns, reserve the right to freely access the property described in Exhibit "A" in order to have access to it's property.

BLINN COLLEGE hereby reserves and retains all of the oil, gas and other minerals in, on and under the property set out in Exhibit "A". Provided however, BLINN COLLEGE shall have no right of ingress or egress on, over or across the

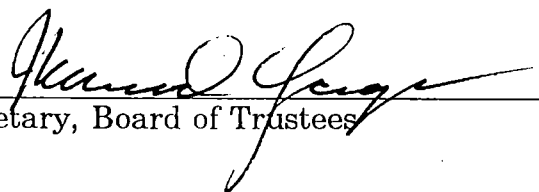
surface of the property set out in Exhibit "A" for the purpose of exploration for or development of oil, gas or other minerals. Nothing contained herein shall preclude BLINN COLLEGE from executing a lease providing for development of said lands for the production of oil, gas or other minerals by utilizing slant well drilling, horizontal drilling, directional drilling, or other subsurface extraction techniques which do not require utilization of the surface of the property for such exploration, development activities or production.

EXECUTED this the 5th day of November, 1997.

BLINN COLLEGE, THE JUNIOR COLLEGE
DISTRICT OF WASHINGTON COUNTY

BY: 
ATWOOD C. KENJURA, President,
Board of Trustees

ATTEST:

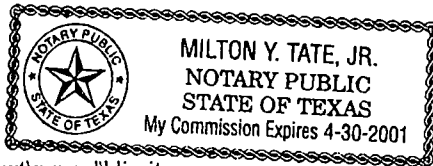

Secretary, Board of Trustees

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF WASHINGTON

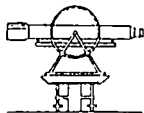
This instrument was acknowledged before me on the 25th day of November, 1997, by Alicia C. Kengurn and Norwood Lange, known to me to be the persons whose names are subscribed to the foregoing instrument, and known to me to be the persons whose names are subscribed to the foregoing instrument, and known to me to be the President and Secretary, respectively, of the BLINN COLLEGE, THE JUNIOR COLLEGE DISTRICT OF WASHINGTON COUNTY, BOARD OF TRUSTEES, and acknowledged to me that they executed the said instrument for the purposes and consideration therein contained, and as the act of said Board of Trustees.



wpnet\myt\general\blinncity

Milton Y. Tate, Jr.
Notary Public, State of Texas

October 30, 1997



PLEDGER REUE AND ASSOCIATES

LAND SURVEYORS

TRACT

BLINN COLLEGE
1.532 ACRE - 70 FT. WIDE
RIGHT-OF-WAY TRACT
PROPOSED SAEGER STREET EXTENSION

ALL THAT TRACT OR PARCEL OF LAND situated in the City of Brenham, Washington County, Texas out of the P. H. Coe Survey A-31 and being a portion of the tract of land called 29.3389 acres and designated as Tract One in a deed dated November 14, 1978 from C. Wardell Leisk, et ux, Mayme Tee Leisk as recorded in Volume 372, Page 472 of the Deed Records of Washington County, said 1.532 acre right-of-way tract being more particularly described as follows:

BEGINNING at a set 1/2" iron pin in the fenced West line of Prairie Lea Cemetery (27/405 D.R.W.C.) marking the Southeast corner of a 60 ft. wide unimproved County road right-of-way (255/173 D.R.W.C.), the Northeast corner of the original tract called 29.3389 acres and the right-of-way tract herein described;

THENCE with the West line of Prairie Lea Cemetery, the East line of the original tract and the proposed East line of this 70 ft. wide right-of-way tract for the extension of Saeger Street, S 14° 57' 46" E, 931.59 ft. to a found 1/2" iron pin and chain link fence corner in the North line of Farewell Street for Southwest corner of Prairie Lea Cemetery East corner of the original tract and the right-of-way tract herein described;

THENCE with the Northwest line of Farewell Street and Southeast line of the original tract, S 34° 35' 24" W, 47.71 ft. to a found 1/2" iron pin and chain link fence corner marking the Northeast corner of the Alma Carolyn Koehn tract called 14.92 acres (236/178 D.R.W.C.), Southeast corner of the original tract and the right-of-way tract herein described;

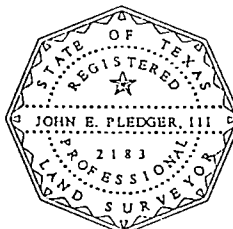
THENCE with the North line of the Koehn tract and South line of the original tract, S 74° 11' 08" W, 31.94 ft. to a set 1/2" iron pin for Southwest corner;

THENCE with the East line of a 27.806 acre tract surveyed on this date and the proposed West line of this right-of-way tract, N 18° 23' 30" W, 29.39 ft. to a set 1/2" iron pin for angle point and N 14° 57' 46" W, 931.81 ft. to a set 1/2" iron pin in the South line of the 60 ft. wide County road right-of-way for Northeast corner of the 27.806 acre tract and Northwest corner of this right-of-way tract;

THENCE with the South line of said County road right-of-way, the North line of the original tract and this right-of-way tract, N 73° 30' 08" E, 70.02 ft. to the PLACE OF BEGINNING and containing 1.532 acres of land.

John E. Pledger, III
 John E. Pledger, III September 2, 1997
 Registered Professional Land Surveyor No. 2183

W.O. No. 00197-285



STATE OF TEXAS
 COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on

DEC 15 1997



Beth A. Rothamel
 Beth Rothamel, County Clerk
 Washington County, Texas

Beth A. Rothamel
 WASHINGTON CO. CLERK

97 DEC 12 PM 2 59

FILED FOR RECORD
 WASHINGTON COUNTY, TX

EXHIBIT "A"



AGENDA ITEM 14

DATE OF MEETING: March 21, 2019	DATE SUBMITTED: March 13, 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.	