



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, AUGUST 2, 2018 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN ST.
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – City Manager James Fisher**
- 3. Special Recognitions**
 - 3-a. Citizens on Patrol Program**
 - 3-b. Jennifer Eckermann – Graduate of Travel & Tourism College sponsored by Texas Travel Industry Association**
 - 3-c. Service Recognitions**

➤ Clifford Johnson, Maintenance	5 Years
➤ Jean Luera, Police	5 Years
➤ Brian Smith, Street	10 Years
➤ Michael Davis, Police	25 Years
- 4. Citizens Comments**

CONSENT AGENDA

5. Statutory Consent Agenda

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

5-a. Minutes from the May 31, 2018 Special City Council Meeting, May 31, 2018 Regular City Council Meeting and June 7, 2018 Regular City Council Meeting

Pages 1-14

PUBLIC HEARING

- 6. Public Hearing to Consider Amending Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham to Amend Part I, Section 5.02, Definitions to Add Definitions for "Brewery", "Brewpub", "Distillery", and "Microdistillery or Craft Distillery", Part II, Division 1, Section 16.03 to Add Parking Requirements for the Associated Uses, Part II, Division 2, Section 4.02, Section 6.02, and Section 7.02 to Add or Remove the Associated Uses (Case No. P-18-020)**

Pages 15-18

REGULAR SESSION

- 7. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Appendix A – "Zoning" of the Code of Ordinances, Part I, Section 5.02, Definitions to Add Definitions for "Brewery", "Brewpub", "Distillery", and "Microdistillery or Craft Distillery", Part II, Division 1, Section 16.03 to Add Parking Requirements for the Associated Uses, Part II, Division 2, Section 4.02, Section 6.02, and Section 7.02 to Add or Remove the Associated Uses (Case No. P-18-020)**
- Pages 19-23**
- 8. Discuss and Possibly Act Upon Revision of the Brenham Municipal Airport Standard T-Hangar Lease Agreement and Authorize the Mayor to Execute Any Necessary Documentation**
- Pages 24-37**
- 9. Discuss and Possibly Act Upon a Proposal to Adopt a Tax Rate of \$0.5170 per \$100 Valuation for the 2018 Tax Year, Take Record Vote and Set the Public Hearings on the Proposed Tax Rate in Accordance with State Law**
- Pages 38-40**
- 10. Discuss and Possibly Act Upon Ground Space Lease Agreements with Hat Creek Aviation, LLC (John Richardson) for Hangar Space at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation**
- Pages 41-60**
- 11. Discuss and Possibly Act Upon a Request for a Noise Variance from Mount Rose Missionary Baptist Church for a Christian Youth Rally at 1007 Mangrum Street to be Held on September 5, 2018 from 5:30 p.m. – 8:30 p.m. and Authorize the Mayor to Execute Any Necessary Documentation**
- Pages 61-62**

12. **Discuss and Possibly Act Upon the Appointment of a New Member to the Brenham Housing Authority Board of Commissioners for an Unexpired Term Ending on December 31, 2018**
Pages 63-66
13. **Discuss and Possibly Act Upon the Convention and Visitors Bureau Contract Between the City of Brenham and Washington County Chamber of Commerce, Including But Not Limited to Termination of Said Contract, Ratification of Termination Notice, and Associated Matters, and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 67-70
14. **Administrative/Elected Officials Report**

EXECUTIVE SESSION

15. **Section 551.074 – Texas Government Code – Personnel Matters – Deliberation Regarding Update, Status and Options Regarding: 1) Vacancy Created by Death of Ward 2 Councilmember Weldon C. Williams, Jr.; and 2) Position 5 - At Large Councilmember Charlie Pyle**
Page 71

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 August 2, 2018 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 July 30, 2018 at **12:30 PM.**

Kacey A. Weiss, TRMC
Deputy City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2018 at _____ AM PM.

Signature

Title

Brenham City Council Minutes

A special meeting of the Brenham City Council was held on May 31, 2018 beginning at 9:00 a.m. in the Brenham City Hall, Conference Room 2-A, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Andrew Ebel
Councilmember Susan Cantey
Councilmember Danny Goss
Councilmember Keith Herring

Members absent:

Councilmember Charlie Pyle
Councilmember Weldon Williams

Others present:

City Manager James Fisher, City Secretary Jeana Bellinger, Assistant City Manager – Chief Financial Officer Carolyn Miller, Comptroller Stacy Hardy, Debbie Gaffey, Kaci Konieczny, Director of Community Services Wende Ragonis, Fire Chief Ricky Boeker, Police Chief Allwin Barrow, Public Works Director Dane Rau, Assistant City Manager of Public Utilities Lowell Ogle and City Engineer Lori Lakatos

Citizens present:

None.

Media Present:

None.

- 1. Call Meeting to Order**
- 2. Fiscal Year 2018-19 Pre-Budget Planning**

City Manager James Fisher welcomed everyone and explained that the budget team has taken a strategic look at where the city is financially as the City begins looking at the FY2018-19 budget. Fisher advised Council that Assistant City Manager -Chief Financial Officer, Carolyn Miller, and her budget team have assembled a significant amount of financial data for the Council to review in preparation for the FY2018-19 budget and the City's drive to 2025.

Miller explained that the workshop was to give Council an idea of what to expect during the FY2018-19 budget process and that the following topics would be covered during the meeting:

- General Fund
 - Revenues versus O&M expenditures
 - Capital outlay
 - Streets
 - Personnel requests
- Capital Improvement Plans
 - Unfunded
 - Other requests
- Raising Revenues
 - Property Tax
 - Sales Tax
 - Transportation user fee
 - Drainage utility fee
 - Impact fee
- General Fund Reserves
- Utility Capital Improvement Plans
 - Electric summary
 - Gas summary
 - Water summary
 - Water plant capacity
 - Wastewater summary
 - Non-potable irrigation
 - Sanitation summary

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on May 31, 2018 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Andrew Ebel
Councilmember Susan Cantey
Councilmember Danny Goss
Councilmember Keith Herring

Members absent:

Councilmember Charlie Pyle
Councilmember Weldon Williams, Jr.

Others present:

City Manager James Fisher, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Deputy City Secretary Kacey Weiss, Assistant City Manager – Chief Financial Officer Carolyn Miller, Comptroller Stacy Hardy, Debbie Gaffey, Director of Community Services Wende Ragonis, Fire Chief Ricky Boeker, Police Chief Allwin Barrow, Public Works Director Dane Rau, Assistant City Manager of Public Utilities Lowell Ogle and City Engineer Lori Lakatos

Citizens present:

Page Michel and Courtney Ginn

Media Present:

Arthur Hahn, Brenham Banner Press; Tom Whitehead, KWHI; and Josh Blaschke, KWHI

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

3. Citizens Comments

There were no citizen comments.

WORK SESSION

4. Presentation of the Second Quarter Report by the Washington County Convention and Visitors Bureau

Courtney Ginn with the Washington County Convention and Visitors Bureau presented this item. Ginn focused on the highlights featured in the Second Quarter Report for January – March 2018, pointing out the visitor statistics, major tourism events, advertising placements and editorial coverage.

PUBLIC HEARING

5. Public Hearing to Consider an Amendment to Section 17: Mitigation Actions of the Hazard Mitigation Plan for the City of Brenham

Mayor Tate opened the Public Hearing.

City Engineer Lori Lakatos presented this item. Lakatos explained that the Washington County Hazard Action Plan Entitled “Mitigating Risk: Protecting Washington County from All Hazards, 2013-2018” was adopted by Resolution No. R-13-018 on November 7, 2013. Lakatos stated the proposed amendment to the plan is to “Elevate and/or Relocate Critical Facilities and Lift Stations located in or near Special Flood Hazard Areas or Flood Prone Areas.” Lakatos advised this amendment is proposed as part of the Hazard Mitigation Grant Program (HMGP) Application process that has been submitted to the Texas Department of Emergency Management (TDEM) and forwarded to the Federal Emergency Management Agency (FEMA) for DR-4272 and will be considered in future HMGP applications. Lakatos noted that at this time no comments have been submitted.

Mayor Tate closed the Public Hearing.

REGULAR SESSION

6. **Discuss and Possibly Act Upon Resolution No. R-18-008 Approving an Amendment to Section 17: Mitigation Actions of the Hazard Mitigation Plan for the City of Brenham**

A motion was made by Councilmember Cantey and seconded by Councilmember Herring to approve Resolution No. R-18-008 approving an Amendment to Section 17: Mitigation Actions of the Hazard Mitigation Plan for the City of Brenham.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Absent
Councilmember Weldon Williams	Absent

7. **Discuss and Possibly Act Upon Authorizing the Grant of an Easement to Bluebonnet Electric Cooperative and Authorize the Mayor to Execute Any Necessary Documentation**

City Engineer Lori Lakatos presented this item. Lakatos explained that the City of Brenham currently has ten-foot utility easements within the Heritage Oaks Subdivision. Lakatos stated that Bluebonnet Electric Cooperative, Inc. (Bluebonnet) would like to utilize these easements for electric lines to provide power to the properties within the subdivision. Lakatos noted that this easement will allow Bluebonnet to occupy the same easement with the City of Brenham's utilities, but the City will approve the placement of the electric utility so as to not compromise or potentially damage the City's utilities.

A motion was made by Councilmember Cantey and seconded by Mayor Pro Tem Ebel to approve authorizing the grant of an easement to Bluebonnet Electric Cooperative and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Absent
Councilmember Weldon Williams	Absent

8. Discuss and Possibly Act Upon Bid No. 2017-20 Related to Parking Lot Improvements at the All Sports Building in Hohlt Park and Authorize the Mayor to Execute Any Necessary Documentation

Public Works Director Dane Rau presented this item. Rau explained that during last year's funding meeting, the Brenham Community Development Corporation (BCDC) voted to fund the construction of the All Sports Building Parking Lot (ASB). Rau stated that staff originally budgeted \$45,000 for the construction of this parking lot. Rau advised that bids were opened on April 10th and there were 3 bids received. Rau noted that at the April 19th BCDC meeting, BCDC Board members voted to move forward with Schedule 2 Base Bid and Schedule 2 Additive Alternate which would be the construction of the parking lot using all concrete. The lowest bid was provided by Collier Construction. Rau explained that the board decided they would use some savings from another project that was also funded in the 2017-18 BCDC budget, along with some contingency for the additional costs to complete this parking lot with concrete.

A motion was made by Councilmember Cantey and seconded by Councilmember Herring to award Bid No. 2017-20 related to parking lot improvements at the All Sports Building in Hohlt Park to Collier Construction for Schedule 2 Base Bid and Schedule 2 Additive Alternate Bid in the amount of \$91,006.50 and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Absent
Councilmember Weldon Williams	Absent

9. Discuss and Possibly Act Upon an Ordinance on Its First Reading Authorizing the Placement of Stop Signs on S. Saeger Street at Its Intersection with Old Mill Creek Road

Public Works Director Dane Rau presented this item. Rau explained that staff has been approached within the last 9 months about the placement of stop signs on Old Mill Creek Road at its intersection with S. Saeger Street. Rau stated that most recently Blinn College has issued a letter of support by the Chancellor supporting a four way stop at this intersection. Rau noted that currently this intersection has only two stop signs, which are on Old Mill Creek Road. Rau advised that with the new 464-bed student housing on this corner along with the possibility of the future expansion of S. Saeger Street, both of these improvements would dramatically increase the number of cars utilizing this intersection. Rau noted that Brenham PD does support the controlled intersection.

A motion was made by Councilmember Herring and seconded by Mayor Pro Tem Ebel to approve an Ordinance on its first reading authorizing the placement of stop signs on S. Saeger Street at its intersection with Old Mill Creek Road.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cante	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Absent
Councilmember Weldon Williams	Absent

10. Discuss and Possibly Act Upon a Request for a Noise Variance from Washington County Historical Juneteenth Association for a Juneteenth Celebration at Fireman's Park to be Held on June 15, 2018 from 7:00 p.m. – 11:00 p.m. and June 16, 2018 from 12:00 p.m. – 4:00 p.m. and Authorize the Mayor to Execute Any Necessary Documentation

Deputy City Secretary Kacey Weiss presented this item. Weiss stated that the Washington County Historical Juneteenth Association will have a band Friday night and Saturday afternoon and therefore, they are requesting a noise variance.

A motion was made by Councilmember Cante and seconded by Councilmember Herring to approve a request for a noise variance from Washington County Historical Juneteenth Association for a Juneteenth Celebration at Fireman's Park to be held on June 15, 2018 from 7:00 p.m. – 11:00 p.m. and June 16, 2018 from 12:00 p.m. – 4:00 p.m. and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cante	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Absent
Councilmember Weldon Williams	Absent

11. Discuss and Possibly Act Upon a Request for a Noise Variance from Brenham Outlaws for a Juneteenth Celebration at Hattie Mae Flowers Park to be Held on June 16, 2018 from 2:00 p.m. – 10:00 p.m. and Authorize the Mayor to Execute Any Necessary Documentation

Deputy City Secretary Kacey Weiss presented this item. Weiss stated that they will have a party wagon with speakers playing music and therefore are requesting a noise variance.

A motion was made by Councilmember Cantey and seconded by Mayor Pro Tem Ebel to approve a request for a noise variance from Brenham Outlaws for a Juneteenth Celebration at Hattie Mae Flowers Park to be held on June 16, 2018 from 2:00 p.m. – 10:00 p.m. and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Absent
Councilmember Weldon Williams	Absent

12. Administrative/Elected Officials Report

City Manager James Fisher reported on the following:

- Juneteenth Parade is June 16th
- TML Region 10 meeting is June 20th
- Local History Day event was a huge success

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on June 7, 2018 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Andrew Ebel
Councilmember Susan Cantey
Councilmember Danny Goss
Councilmember Keith Herring

Members absent:

Councilmember Charlie Pyle
Councilmember Weldon Williams, Jr.

Others present:

City Manager James Fisher, City Attorney Cary Bovey, Deputy City Secretary Kacey Weiss, Comptroller Stacy Hardy, Human Resources Director Susan Nienstedt, Sara Parker, Debbie Gaffey, Kaci Konieczny, Cynthia Longhofer, Crystal Locke, Fire Chief Ricky Boeker, Dant Lange, Jared Campbell, Public Works Director Dane Rau, Casey Redman, Assistant City Manager of Public Utilities Lowell Ogle, City Engineer Lori Lakatos, Darlene Konieczny, Angeline Howard, Kristi Jackson, Christi Korth, Victor Ortiz, Kyle Branham, Brett Schroeder, Betty Loesch, Steven Gerhard, Carrie Derkowski, Andrew Jozwiak, Brent Folsom, Chase Jones, Jody Kapchinski and Erin O'Malley

Citizens present:

Randi Branham and Jennifer Schroeder

Media Present:

Arthur Hahn, Brenham Banner Press; Josh Blaschke, KWHI; and Tom D. Whitehead, KWHI

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

3. **Service Recognitions**
- **Kyle Branham, Central Warehouse** **10 Years**
 - **Victorino Ortiz, Parks** **15 Years**
 - **Brett Schroeder, Fire** **15 Years**

4. **Citizens Comments**

There were no citizen comments.

CONSENT AGENDA

5. **Statutory Consent Agenda**

5-a. **Minutes from the May 3, 2018 Regular City Council Meeting**

5-b. **Ordinance No. O-18-007 on Its Second Reading Authorizing the Placement of Stop Signs on S. Saeger Street at Its Intersection with Old Mill Creek Road**

A motion was made by Councilmember Cantey and seconded by Councilmember Herring to approve the Statutory Consent Agenda Items 5-a. and 5-b. as presented.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Absent
Councilmember Weldon Williams	Absent

WORK SESSION

6. **Discussion and Update on a Lease Agreement Between the City of Brenham and the Brenham Heritage Museum, Inc. Regarding Premises Located at 105 South Market Street**

City Attorney Cary Bovey presented this item. Bovey gave an update on a revised draft lease agreement between the City and the Brenham Heritage Museum. Bovey explained the new lease would have a 50 year term which would allow the Museum some stability regarding additions and alterations they would want to make to the building.

Bovey advised Council that the City would also have two representatives on the Museum Board. Bovey also explained that the Museum would be responsible for the building structure, while the City would be responsible for the roof and foundation. Bovey stated that the lease also provides a provision that requires the museum to be open by October 1, 2021 with construction beginning no later than April 1, 2020. Bovey explained that once Council is comfortable with the recommended changes to the agreement, staff would enter into discussions with the Museum Board regarding the revised lease agreement.

7. Discussion and Update on a Lease Agreement Between the City of Brenham and Simon Theater Master Tenant, LLC Regarding the Barnhill Center at the Historic Simon Theater

City Attorney Cary Bovey presented this item. Bovey gave Council an update on a revised lease agreement between the City and Simon Theater Master Tenant, LLC for the Barnhill Center at the Historic Simon Theater. Bovey stated that if the lease agreement can be approved by July 1st, the initial term would be for three months and then it would be on a fiscal year basis beginning October 1st through September 30th as an annual lease. Bovey explained that either party could terminate the lease with a sixty-day notice prior to the end of the term. Bovey advised that the Simon non-profit group is requesting that any renewals of the agreement be limited to five years so that they can stay within the confines of the state tax credit regulations.

Councilmember Goss requested that the Council be included in any discussions with the Simon non-profit group regarding decisions related to the lease.

REGULAR SESSION

8. Discuss and Possibly Act Upon Authorization of Final Payment to TankEz Coatings, Inc. for the 2016 TxCDBG Church Street Elevated Storage Tank Rehabilitation Project and Authorize the Mayor to Execute Any Necessary Documentation

Assistant City Manager of Public Utilities Lowell Ogle presented this item. Ogle explained that TankEz Coatings, Inc. has completed the rehabilitation work at the Church Street Elevated Storage Tank. Ogle noted that the final cost for the construction portion of the project was \$346,000. Ogle stated that in July 2016, the city accepted a \$275,000 grant (the maximum allowed) from the Texas Department of Agriculture to assist with the Church Street Elevated Storage Tank rehabilitation.

A motion was made by Councilmember Cantey and seconded by Mayor Pro Tem Ebel to approve final payment to TankEz Coatings, Inc. for the 2016 TxCDBG Church Street Elevated Storage Tank Rehabilitation Project in the amount of \$34,600.00 and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Absent
Councilmember Weldon Williams	Absent

9. Discuss and Possibly Act Upon a Request for a Noise Variance in Connection with the 2018 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be Held from 2:30 p.m. to Midnight on July 7, 14, 21 and 28, 2018 and Authorize the Mayor to Execute Any Necessary Documentation

Deputy City Secretary Kacey Weiss presented this item. Weiss explained that the City of Brenham Community Programs submitted a request for a Noise Variance for the 4-night concert series this year. The dates and times include Saturday, July 7; Saturday, July 14; Saturday, July 21; and Saturday, July 28, 2018; from 2:30 p.m. (when sound set-up begins) to Midnight. Weiss stated there will be bands using sound amplification systems.

A motion was made by Councilmember Cantey and seconded by Mayor Pro Tem Ebel to approve a request for a noise variance in connection with the 2018 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be held from 2:30 p.m. to Midnight on July 7, 14, 21 and 28, 2018 and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Absent
Councilmember Weldon Williams	Absent

10. Discuss and Possibly Act Upon Resolution No. R-18-009 Authorizing Execution of an Agreement with TxDOT for the Temporary Closure of State Right-of-Way in Connection with the 2018 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be Held on July 7, 14, 21 and 28, 2018

Community Services Specialist Crystal Locke presented this item. Locked explained that the Downtown Summer Concert Series (Hot Nights, Cool Tunes) is hosted by the City of Brenham and sponsored by local businesses. Locke advised that this year's concerts will be held on July 7, 14, 21, and 28, 2018 from 7:00 p.m. – 10:30 p.m. Locke noted that one lane of Alamo Street between Park Street and St. Charles Street will close at 2:30 p.m. for stage setup. Locke stated that both lanes of Alamo Street will be closed between Austin Street and Market Street from 4:30 p.m. to midnight.

A motion was made by Councilmember Cantey and seconded by Mayor Pro Tem Ebel to approve Resolution No. R-18-009 authorizing execution of an agreement with TxDOT for the temporary closure of state right-of-way in connection with the 2018 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be held on July 7, 14, 21 and 28, 2018 and to amend the contract to end at 12:00 a.m.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Absent
Councilmember Weldon Williams	Absent

11. Administrative/Elected Officials Report

City Manager James Fisher reported on the following:

- Progress is being made on the restroom project at Fireman's Park

Council adjourned into Executive Session at 1:46 p.m.

EXECUTIVE SESSION

12. Section 551.071 – Texas Government Code – Consultation with Attorney Regarding Legal Issues Related to a Lease Agreement Between the City of Brenham and the Brenham Heritage Museum, Inc. Regarding Premises Located at 105 South Market Street

13. **Section 551.071 – Texas Government Code – Consultation with Attorney Regarding Legal Issues Related to a Lease Agreement Between the City of Brenham and Simon Theater Master Tenant, LLC Regarding the Barnhill Center at the Historic Simon Theater**
14. **Section 551.074 – Texas Government Code – Personnel Matters – Evaluation of the City Attorney**

Executive Session adjourned at 1:57 p.m.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



AGENDA ITEM 6

DATE OF MEETING: August 2, 2018	DATE SUBMITTED: July 20, 2018	
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Lori Lakatos	
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 I, Section 5.02, Definitions to Add Definitions for “Brewery”, “Brewpub”, “Distillery”, and “Microdistillery or Craft Distillery”, Part II, Division 1, Section 16.03 to Add Parking Requirements for the Associated Uses, Part II, Division 2, Section 4.02, Section 6.02, and Section 7.02 to Add or Remove the Associated Uses (Case No. P-18-020)		
SUMMARY STATEMENT: This is the Public Hearing for a City initiated request to amend the zoning ordinance to allow brewery and distillery type land uses within different zoning districts. The intent is to add the definitions for Brewery, Brewpub, Distillery, and Microdistillery or Craft Distillery, create off street parking requirements, and associate the land uses with the appropriate zoning districts. The proposed language is within the staff report. No Public Comments were made at the Planning and Zoning Commission Public Hearing. On Monday, July 23, 2018, after conducting a Public Hearing, the Planning and Zoning Commission voted unanimously to recommend approval of the request.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Staff Report		

FUNDING SOURCE (Where Applicable):
RECOMMENDED ACTION: Discussion only
APPROVALS: James Fisher



CASE NUMBER P-18-020 TEXT AMENDMENT

REQUEST:

This is a request by the City of Brenham to amend the City of Brenham's Code of Ordinances, Appendix A – Zoning, Part I, (Sec. 5.02) – Definitions to add definitions for “brewery”, “brewpub”, “distillery”, and “microdistillery or craft distillery”, Part II, Division 1, (Sec. 16.06) to add parking requirements for the associated uses, Part II, Division 2, (Sec 4.02), (Sec 6.02), and (Sec 7.02) to add or remove the associated uses.

BACKGROUND:

Staff was directed to bring forward amendments to allow brewery and distillery type land uses with different zoning districts.

PROPOSED AMENDMENT:

Part I, (Sec. 5.02) - Definitions

- (141) *Brewery* means a facility where ale and malt liquor are manufactured and sold in accordance with the Texas Alcoholic Beverage Commission Brewer's Permit.
- (142) *Brewpub* means an establishment where malt liquor, ale, and beer are manufactured and sold in accordance with the Texas Alcoholic Beverage Commission Brewpub License may include a drinking and/or eating establishment.
- (143) *Distillery* means a facility that manufacture distilled spirits and rectify, purify, and refine distilled spirits, mix liquor and bottled and package in accordance with the Texas Alcoholic Beverage Commission Distiller's and Rectifier's Permit.
- (144) *Microdistillery or craft distillery* means a small, often boutique-style distillery established to produce beverage grade spirit alcohol in relatively small quantities, produced in single batches.

Part II, Division 1, (Sec. 16.06) – Off street parking requirements

- (31) Brewery or Distillery: One space per one thousand (1,000) square feet of gross floor area.
- (32) Brewpub: One space per one thousand (1,000) square feet of manufacturing area plus 1 space for every one hundred (100) square feet of associated drinking or eating establishment.

- (33) Microdistillery or Craft Distillery: One space per one thousand (1,000) square feet of gross floor area.

Part II, Division 2, (Sec. 4.02) – Permitted uses (nonresidential)

- (29) Brewpub and Microdistillery or craft distillery.

Part II, Division 2, (Sec. 6.02) – Permitted uses (nonresidential)

- (8) ~~Distillery and brewery~~ Brewpub and Microdistillery or craft distillery.

Part II, Division 2, (Sec. 7.02) – Permitted uses (Light industrial uses)

- (29) Brewery and Distillery.

ANALYSIS:

Brewery and Distillery are only permitted by right within the B-4 Neighborhood Business District. As a brewery or distillery is a large scale manufacturer it is reasonable to move this use to the industrial district by right and to add alternate uses for the small scale breweries and distilleries.

Brewpub or microdistillery or craft distillery are not permitted by right within any district in the City. The intent of the text amendment is to allow for the brewing of beer, ale, etc and production of grade spirit alcohol on a smaller scale with the potential of on-site drinking and/or eating establishments.

Staff is proposing land uses of brewpub or microdistillery or craft distillery within the B-2 Commercial, Research and Technology District and B-4 Neighborhood Business District and brewery and distillery within the Industrial District with the associated definitions and off-street parking requirements.

PUBLIC COMMENTS:

The Notice of Public Hearing was published in the paper on July 12, 2018. Any public comments will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of Case Number P-18-020.



AGENDA ITEM 7

DATE OF MEETING: August 2, 2018	DATE SUBMITTED: July 26, 2018	
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Lori Lakatos	
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 an Ordinance on Its First Reading Amending Appendix A – “Zoning” of the Code of Ordinances, Part I, Section 5.02, Definitions to Add Definitions for “Brewery”, “Brewpub”, “Distillery”, and “Microdistillery or Craft Distillery”, Part II, Division 1, Section 16.03 to Add Parking Requirements for the Associated Uses, Part II, Division 2, Section 4.02, Section 6.02, and Section 7.02 to Add or Remove the Associated Uses (Case No. P-18-020)		
SUMMARY STATEMENT: This is a City initiated request to amend the zoning ordinance to allow brewery and distillery type land uses within different zoning districts. The intent is to add the definitions for Brewery, Brewpub, Distillery, and Microdistillery or Craft Distillery, create off street parking requirements, and associate the land uses with the appropriate zoning districts. The proposed language is set out in the proposed ordinance amendment. No Public Comments were made at the Planning and Zoning Commission Public Hearing. On Monday, July 23, 2018, after conducting a Public Hearing, the Planning and Zoning Commission voted unanimously to recommend approval of the request.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Ordinance		
FUNDING SOURCE (Where Applicable):		

RECOMMENDED ACTION: Approve an Ordinance on Its First Reading Amending Appendix A – “Zoning” of the Code of Ordinances, Part I, Section 5.02, Definitions to Add Definitions for “Brewery”, “Brewpub”, “Distillery”, and “Microdistillery or Craft Distillery”, Part II, Division 1, Section 16.03 to Add Parking Requirements for the Associated Uses, Part II, Division 2, Section 4.02, Section 6.02, and Section 7.02 to Add or Remove the Associated Uses (Case No. P-18-020)

APPROVALS: James Fisher

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING APPENDIX A – “ZONING” OF THE CODE OF ORDINANCES BY AMENDING PART I, SECTION 5.02, DEFINITIONS TO ADD DEFINITIONS FOR “BREWERY”, “BREW PUB”, “DISTILLERY”, AND “MICRODISTILLERY OR CRAFT DISTILLERY”, PART II, DIVISION 1, SECTION 16.06 TO ADD PARKING REQUIREMENTS FOR THE ASSOCIATED USES, AND PART II, DIVISION 2, SECTION 4.02, SECTION 6.02, AND SECTION 7.02 TO ADD OR REMOVE THE ASSOCIATED USES.

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, this amendment was recommended for approval by the City of Brenham Planning & Zoning Commission in its final report during its regular meeting July 23, 2018; and

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

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

SECTION 1

That Appendix A – “Zoning” of the Code of Ordnances of the City of Brenham, Texas Part I, Section 5.02, Definitions, is hereby amended by adding the following:

- (141) *Brewery* means a facility where ale, malt liquor and/or beer are manufactured and sold in accordance with a valid Texas Alcoholic Beverage Commission (“TABC”) Brewer’s Permit, Manufacturer’s License, or other appropriate TABC license or permit.

- (142) *Brewpub* means an establishment where malt liquor, ale, and/or beer are manufactured and sold in accordance with a valid Texas Alcoholic Beverage Commission (“TABC”) Brewpub License or other appropriate TABC license or permit. The premises of a Brewpub may include a drinking and/or eating establishment/area.
- (143) *Distillery* means a facility established to manufacture distilled spirits and rectify, purify, and refine distilled spirits, mix liquor and bottle and package the finished products, and sell said products, in accordance with a valid Texas Alcoholic Beverage Commission (“TABC”) Distiller’s and Rectifier’s Permit or other appropriate TABC license or permit.
- (144) *Microdistillery or craft distillery* means a small, often boutique-style distillery established to produce beverage grade spirit alcohol in relatively small quantities, produced in single batches in accordance with a valid Texas Alcoholic Beverage Commission (“TABC”) Distiller’s and Rectifier’s Permit or other appropriate TABC license or permit.

SECTION 2

That Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Texas Part II, Division 1, Section 16.06, Off street parking requirements, is hereby amended by adding the following:

- (31) Brewery or Distillery: One space per one thousand (1,000) square feet of gross floor area.
- (32) Brewpub: One space per one thousand (1,000) square feet of manufacturing area plus one space for every one hundred (100) square feet of associated drinking and/or eating area on the premises.
- (33) Microdistillery or Craft Distillery: One space per one thousand (1,000) square feet of gross floor area.

SECTION 3

That Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Texas Part II, Division 2, Section 4.02, Permitted uses (nonresidential), is hereby amended by adding the following:

- (29) Brewpub and Microdistillery or craft distillery.

SECTION 4

That Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Texas Part II, Division 2, Section 6.02(8), Permitted uses (nonresidential), is hereby amended to read as follows:

- (8) ~~Distillery and brewery~~ Brewpub and Microdistillery or craft distillery.

SECTION 5

That Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Texas Part II, Division 2, Section 7.02, Permitted uses (Light industrial uses), is hereby amended by adding the following:

- (29) Brewery and Distillery.

SECTION 6

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 2nd day of August, 2018.

PASSED and **APPROVED** on its second reading this the 16th day of August, 2018.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



AGENDA ITEM 8

DATE OF MEETING: August 2, 2018	DATE SUBMITTED: July 26, 2018
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Lori Lakatos
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 Revision of the Brenham Municipal Airport Standard T-Hangar Lease Agreement and Authorize the Mayor to Execute Any Necessary Documentation	
SUMMARY STATEMENT: The request is to amend the existing T-Hangar lease to allow for assembly of kit-planes (hobby airplanes). The request was presented to the Airport Advisory Board at the June 25, 2018 meeting. The T-hangars lease limits the degree of work that can be done including commercial activities. However, the proposed revisions would allow someone to build an airplane at home and do the final assembly at the airport, order a quick-build kit and assemble it at the airport, or complete assembly on airplanes that may have the wings removed and “trucked” into the airport, etc. The proposed language is within the staff report. On Monday, June 25, 2018, the Airport Advisory Board voted unanimously to recommend approval of the request.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Proposed Revised T-Hangar Lease Agreement; and (2) Staff Report	
FUNDING SOURCE (Where Applicable):	

RECOMMENDED ACTION: Approve revision of the Brenham Municipal Airport Standard T-Hangar Lease Agreement and authorize the Mayor to execute any necessary documentation

APPROVALS: James Fisher

**BRENHAM MUNICIPAL AIRPORT
T-HANGAR LEASE AGREEMENT**

This **T-Hangar Lease Agreement** (the "Agreement") is entered into by and between the CITY OF BRENHAM, a Texas home-rule municipality (the "Lessor"), and _____ (the "Lessee"). The Lessor is the owner of the Brenham Municipal Airport ("Airport"), situated in Brenham, Washington County, Texas.

WHEREAS, Lessor and Lessee are committed to the proper operation, improvement, and continued development of the Airport; and

WHEREAS, Lessor deems it advantageous to itself and to the operation of the Airport to lease to Lessee certain hangar as stated herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements provided herein, the Lessor and Lessee agree as follows:

ARTICLE I – TERM

Check
Applicable
Paragraph

☐

The term of this Agreement shall be for a period of ONE MONTH, commencing on the ____ day of _____, 20__, and continuing on a month-to-month basis thereafter on the same terms and conditions as provided herein unless either party shall give thirty (30) days written notice of termination or, unless terminated in accordance with the provisions of this Agreement.

[or]

☐

The term of this Agreement shall commence on _____, 20__, and shall extend for a period of ____ year(s), unless terminated earlier in accordance with the provisions of this Agreement. If Lessee holds over or remains in possession of the Premises after the termination of this Agreement in the absence of a new lease agreement between the Lessor and Lessee, such continuation beyond the date of termination, or the collection or acceptance of rent or other charges by the Lessor, shall not be construed as a renewal or extension of this Agreement, but shall be construed solely as creating a tenancy-at-will and not for any other term whatsoever. During the term of such tenancy-at-will, Lessee shall pay to Lessor the payments herein reserved, and Lessee shall be bound by and comply with all the relevant provisions of this Agreement. The Lessor may terminate the tenancy-at-will by giving Lessee thirty (30) days written notice thereof.

ARTICLE II – PREMISES

2.01 Description of Premises. Lessor hereby leases to Lessee T-Hangar Number _____ (the “Premises”) located at the Airport. Lessor shall provide Lessee with access to the Premises, taxiways, and runways for aircraft operations, as needed.

2.02 Use of Premises. Lessee agrees and acknowledges that the Premises are being leased for the purpose of storing the aircraft described below (the “Aircraft”), together with such items or equipment reasonably necessary to keep the Premises or the Aircraft clean, or to perform preventative aircraft maintenance. Lessee agrees that the Aircraft to be stored shall not be so large as to preclude the closing of the T-Hangar doors.

Make: _____ Number of Engines: _____

Model: _____ Number of Seats: _____

Year: _____ Plane Number: _____

Other Registered Owners: _____

2.03. Ownership. Lessee warrants that he/she is a registered owner of or is leasing the Aircraft to be stored on the Premises. Lessee shall immediately notify the Airport Manager, in writing, of the description of any aircraft hangared in the T-Hangar that is different from the Aircraft described above or of any change in the registered ownership of said Aircraft. On or before the commencement date of this Agreement, Lessee shall provide a copy of the permanent FAA Certificate of Aircraft Registration establishing the ownership of the Aircraft being stored. If ownership is evidenced by a lease, such lease must be an exclusive-use lease wherein Lessee is the ONLY authorized user of the Aircraft. Upon request, Lessee shall provide a copy of said lease to the Airport Manager.

2.04 Aircraft Replacement. Only the above-designated Aircraft shall occupy the Premises. In the event that Lessee sells or disposes of the Aircraft, Lessee shall have 180 days to replace the Aircraft with another aircraft and shall provide written notification to the Airport Manager concerning the replacement. In the event Lessee fails to replace the Aircraft within this time period, Lessee shall be deemed to have abandoned the Premises, and the Lessor may immediately terminate this Agreement.

2.05 Securing the Premises. Lessee shall have full responsibility to and shall furnish any equipment necessary to properly secure the Premises and Aircraft.

Article III – Conditions and Use

3.01 Compliance with Laws. Lessee shall commit no kind of waste and shall take good and reasonable care of the Premises, and shall in the use and occupancy of the Premises, adhere to federal, state, and local laws and regulations.

3.02 Alterations. Lessee shall not make any changes or alterations to the Premises unless upon written consent of Lessor. Where consent is granted, all changes and alterations shall be made at the expense of Lessee and, upon the expiration of this Agreement, shall become the property of the Lessor.

3.03 Commercial and Non-aviation Activities. Lessee shall not conduct or allow any commercial activity such as pilot instruction, aerial spraying, charter flight, air taxi, sightseeing, skydiving, aerial photography, aircraft engine or airframe repair, avionics repair, or any other commercial activity within the Premises or at the Airport without the prior written consent of the Lessor. Lessee shall not operate any non-aviation related business or activity within the Premises or Airport without the prior written consent of the Lessor. Any approved commercial operation or non-aviation related business must be in accordance with a separate contract agreement with the Lessor.

3.04 Motor Vehicles and Parking. Only properly licensed drivers shall drive vehicles to and from and within the T-Hangar area. Short-term vehicle parking is allowed within the Premises only while the aircraft is in use. Vehicles may be parked on the pavement adjacent to the Premises only when the Lessee is present, provided taxiway access is not blocked. Vehicles shall not be left unattended outside the Premises at any time.

3.05 Maintenance of Aircraft. Maintenance and repair of aircraft located on the Premises shall be limited to minor routine maintenance and repairs generally required for normal operation of the aircraft as recommended by the aircraft's manufacturer, such as changing filters, lubricants, spark plugs, and tires. Conducting repairs or maintenance that requires the substantial disassembly or assembly of the aircraft's airframe, power plant, and/or avionics, or that requires the stripping and/or painting of aircraft parts, is prohibited on the Premises. Lessee may store up to a maximum of twenty-four (24) one (1) quart containers of aviation oil inside the hangar for use in his/her aircraft so long, and only so long, as such oil is contained in marked, approved containers. Such storage will be at the discretion of and with written approval from the local fire marshal if such storage is allowed under local fire codes.

3.06 Assembly of Aircraft. Aircraft assembly is permitted for personal use. Commercial aircraft assembly is prohibited. There will be no activities that adversely affect neighboring tenants or cause excessive wear and tear to the hangar allowed.

3.07 Breach. Lessee agrees that the failure of Lessee, his/her agents, employees, invitees, or servants to comply with any provision of this Article shall result in a material breach of this Agreement and shall permit Lessor to pursue remedies as set forth in this Agreement, in addition to all other rights and remedies provided by law, to which the Lessor may resort cumulatively, or in the alternative.

ARTICLE IV – RENTAL AND FEES

4.01 Rentals. For the privileges and rights granted herein, Lessee shall pay the Lessor two hundred fifty dollars and no/100 (\$250.00) per month in advance on or before the first day of each month throughout the term of this Agreement. In the event that the commencement or expiration date of this Agreement falls on any date other than the first or last day of a calendar month, the applicable rental for that month shall be pro-rated on a daily basis.

4.02 Lease Rate Adjustments. Lessee agrees that the lease payment listed herein shall be subject to review and adjustment by Lessor annually and prior to any extensions granted. Any adjustment to the lease payment shall be based on the U. S. Department of Commerce's Consumer Price Index (CPI) and shall be agreed upon by Lessee and Lessor. The adjusted lease fee shall be calculated on the anniversary of this lease and re-calculated at subsequent one (1) year intervals. Such increase in the lease payment shall begin immediately upon request from Lessor and continue at that rate until the next evaluation period. Upon review, if the CPI shall have decreased as compared to the previous review date, the lease fee for the subject hangar shall not be decreased, but shall remain at the same level as was charged during the preceding one (1) year period.

4.03 Delinquent Rentals. In the event that payments to the Lessor for rent are not received by the Lessor on or before the tenth day following the due date, Lessee shall pay a late rental charge of Two Percent (2.0%) of the rent amount due for that month. All rent which is past due more than thirty (30) days shall accrue simple interest at the rate of eighteen percent (18.0%) annually or (b) the maximum percentage rate allowed by law, whichever is less. Notwithstanding anything to the contrary in this section, if at the time for performance of the provisions set forth in this section become due and the interest to be paid in accordance with this section exceeds the limits on the payment of interest established by law, then the amount of interest to be paid shall be reduced to the maximum limit allowed by law; furthermore, if, from any circumstances, Lessor should ever receive as interest an amount that would exceed the highest lawful rate, the amount that would be excessive interest shall be applied to the payment of rent owing pursuant to the provisions of this Agreement and not to the payment of interest. In the event Lessee shall become delinquent for more than 30 days, this lease may be terminated by Lessor as further defined in Article VII – Termination.

4.04 CONTRACTUAL LESSOR'S LIEN. LESSEE AGREES THAT LESSOR SHALL HAVE A CONTRACTUAL LIEN FOR UNPAID RENT THAT IS DUE, AND THAT THIS LIEN SHALL ATTACH TO ALL PROPERTY THAT IS STORED ON THE PREMISES. THIS CONTRACTUAL LIEN IS IN ADDITION TO ANY STATUTORY LIEN AUTHORIZED BY LAW. IF LESSEE DEFAULTS UNDER THIS AGREEMENT, LESSOR SHALL HAVE A LIEN UPON ALL GOODS, CHATTELS, AND/OR PERSONAL PROPERTY OF ANY DESCRIPTION BELONGING TO LESSEE THAT IS PLACED IN OR BECOMES A PART OF THE PREMISES, AS SECURITY FOR RENT DUE AND TO BECOME DUE FOR THE REMAINDER OF THE TERM. LESSEE GRANTS LESSOR A SECURITY INTEREST IN ALL SUCH NONEXEMPT PERSONAL PROPERTY PLACED IN OR ON THE PREMISES. IF LESSOR EXERCISES ITS OPTION TO TERMINATE THE LEASEHOLD AS THE AGREEMENT PROVIDES, THE LESSOR, AFTER GIVING THE LESSEE REASONABLE NOTICE, MAY TAKE POSSESSION OF ALL OF LESSEE'S PROPERTY ON THE

PREMISES AND SELL IT AT PUBLIC SALE IN ACCORDANCE WITH CHAPTER 59, SUBCHAPTER C, OF THE TEXAS PROPERTY CODE. THE SALE PROCEEDS SHALL BE APPLIED TO THE NECESSARY AND PROPER EXPENSES OF THE SALE, THEN TO PAYING THE AMOUNT OF THE LIEN, WITH THE BALANCE, IF ANY, TO BE PAID TO THE LESSEE.

4.05 Place of Payment. All rent and other fees provided for herein shall be paid to Lessor at the following address: City of Brenham, Attention: Kim Hodde, P.O. Box 1059, Brenham, Texas 77834-1059, or at such other address as may be directed in writing by Lessor.

ARTICLE V – MAINTENANCE AND REPAIRS

5.01 Lessee's Responsibilities. Lessee shall maintain the Premises in a clean, neat, and sanitary condition, free of dirt, trash, refuse, tall grass, weeds, junked automobiles, scrap parts, and debris. Lessee shall, at its expense, provide for the removal and disposal of any such items. Lessee shall promptly report to Lessor any defects in the Premises requiring maintenance. Lessee further agrees that it shall, before storing an aircraft on the Premises, provide a metal drip pan to be placed under any part of the aircraft, which may leak fuel or lubricants. Lessee shall be liable for all costs of repairs to the Premises, which have been as a result of and/or caused by Lessee's use. Should Lessee fail to keep the leased hangar clean and free of hazards, Lessor may, after thirty (30) days written notice, arrange for the cleanup of the littered or hazardous area. Such cleanup shall be charged to the Lessee and payable upon demand. Failure to render property payment for such cleanup and/or general disregard for the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.

5.02 Fueling. Lessee shall not conduct within the Premises any fueling or de-fueling of any aircraft.

5.03 Storage, Use, and Disposal of Hazardous Materials. With the exception of fuel within the Aircraft and oil storage as authorized in Section 3.05, Lessee shall not store or permit the storage of any fuel, hazardous, volatile, and/or dangerous chemicals or substances within the Premises or Airport. The Lessee and its employees, agents, and invitees shall abide by all applicable laws and regulations of the United States Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture, the Texas Department of Transportation, or their respective successors agencies, and any other governmental agency regarding the handling, discharge, release, and dumping of hazardous materials. Lessee shall indemnify, defend and hold harmless the Lessor for any violation of environmental law resulting from the use of the Premises by Lessee, or Lessee's family, guests, invitees, contractors, or agents, and shall immediately notify the Lessor of any correspondence received from regulatory agencies concerning such matters. Lessee shall not conduct or allow to be conducted any hazardous activities on the Premises, including, but not limited to, welding, painting, or doping. Lessee further agrees to abide by the manufacturer's directions in regards to the use, storage, and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the airport.

5.04 Fire Extinguisher. Lessee shall have a sufficient number of fire extinguishers of acceptable size as determined by the local Fire Marshal within the Premises. Such fire extinguisher(s) shall be readily accessible in the event of a fire.

5.05 DISCLAIMER OF WARRANTY. LESSOR EXPRESSLY DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY OTHERWISE ARISE BY OPERATION OF LAW. LESSOR DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS IN THE PREMISES FOR THE LESSEE'S INTENDED PURPOSE AND THAT THE ESSENTIAL FACILITIES WILL REMAIN IN SUITABLE CONDITION. LESSEE AGREES THAT IT IS ACCEPTING THE PREMISES "AS IS."

ARTICLE VI – ASSIGNMENT, TRANSFER, AND SUBLETTING

Lessee shall not sell, assign, sublet, or transfer any rights or privileges granted by this Agreement without the prior written approval of the Lessor. The Lessor shall have the exclusive option to grant or refuse such approval. The parking of an aircraft not owned or leased by Lessee within the Premises shall constitute a sublease. Any such sublease, assignment, sale, or transfer shall be grounds, at the option of the Lessor, for the Lessor to immediately terminate this Agreement.

ARTICLE VII – TERMINATION

7.01 Termination. This Agreement may be prematurely terminated by Lessor or Lessee if either fails to abide by the terms and conditions expressed herein and due the complainant and so decreed by a court of competent jurisdiction. Should Lessee be declared bankrupt, incompetent, or become deceased, this Agreement shall immediately terminate and shall not be considered as part of Lessee's estate and shall not become an asset of any appointed or assigned guardian, trustee, or receiver. In the event Lessee fails to make timely payments of all taxes or fees, fails to provide proof of required insurance or bond, uses the Airport or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for 180 consecutive days, or violates any of the terms and conditions of this Agreement, Lessor has the right to terminate this Agreement and retake possession of any Airport property leased to or under the control of Lessee.

7.02 Airport Expansion, Development, or Improvement. Lessee agrees and understands that Lessor reserves the right to further expand, develop, or improve the airport, including the termination of this lease agreement, in such instance that the continued leasing of the Hangar would have a negative impact on any proposed development or improvements at the Airport. This Agreement may be terminated regardless of the desires, wishes, or views of Lessee and without interference or hindrance from Lessee, but only so long as such expansion, development, or improvements are shown on a Texas Department of Transportation and/or FAA approved Airport Layout Plan or Master Plan.

7.03 Mutual Agreement. This Agreement may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this Agreement, except as otherwise contained in paragraph 7.04 hereunder or elsewhere in this Agreement, and neither Lessor nor Lessee shall have any derogatory remarks or entries made upon their resumes or upon any public or private records which would indicate failure to successfully fulfill the conditions of this Agreement.

7.04 Termination. At the termination of this Agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case the Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.

7.05 Upon Termination. In any of the aforesaid events, the Lessor may terminate this Agreement immediately and take immediate possession of the Premises, including any and all improvements therein, and remove Lessee's effects, forcibly if necessary, without being deemed guilty of trespassing. However, any failure of the Lessor to terminate this Agreement immediately upon the default of Lessee for any of the reasons set out above shall not operate to bar or destroy the right of the Lessor to terminate this Agreement by reason of any subsequent violation of the terms herein.

7.06 Post-Termination. The receipt or acceptance of money by the Lessor from the Lessee after the termination of this Agreement or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises shall not reinstate, continue, or extend the terms of this Agreement, or affect any such notice, demand, or suit, or employ consent for any action for which the Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

ARTICLE VIII – SURRENDER OF POSSESSION

Upon the expiration or termination of this Agreement, the Lessee's rights, privileges, and use of the Premises shall cease and the Lessee shall immediately surrender the same. The Lessee shall restore the Premises to its original condition as of the beginning of occupancy, ordinary wear and tear excepted.

ARTICLE IX – INSURANCE AND INDEMNITY

9.01. Liability Insurance. Lessee shall, at their own expense, purchase, maintain, and keep in full force and effect, liability insurance at a minimum of \$1,000,000.00 aircraft liability (per occurrence) combined single limit, inclusive of bodily injury and property damage. Such policy shall include coverage for aircraft operations on the Premises. The policy shall be written so that the Lessor will be notified in writing, in the event of cancellation, restrictive amendment,

or non-renewal at least thirty (30) days prior to the action, and City shall be designated on the policy as an additional insured. The insurance shall be carried with an insurance company duly authorized to do business in the State of Texas. A Certificate of Insurance shall be filed with Lessor prior to the Lessee's occupation of the Premises indicating all endorsements, including the additional insured endorsement required hereby. Notwithstanding the above, Lessee shall be fully responsible for all losses arising out of, resulting from, or connected with its activities and operations under this Agreement, whether or not such losses are covered by insurance.

9.02 **Indemnification.** Lessee shall indemnify and hold harmless the Lessor, and their respective officers, agents, and employees against any and all claims, demands, damages, costs, and expenses, including, but not limited to, investigative expenses and reasonable attorney's fees for the defense of such claims and demands, arising out of or attributed directly or indirectly to the use of the Premises and any other area in the Airport by Lessee, or from any breach on the part of the Lessee of any term of this Agreement, or from any act of negligence of the Lessee, his/her family members, agents, employees, contractors, or invitees, in or about the Premises or other areas of the Airport. In case of any action or proceeding brought against the Lessor by reason of such claim, Lessee, upon notice from the Lessor, agrees to defend the action or proceeding by counsel acceptable to the Lessor.

9.03 **Release.** Lessee shall store its property in, and shall occupy and use the Premises and all other portions of the Airport at its own risk. Lessee releases Lessor, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury, or property damage, including those caused by the negligence of the Lessor, its officers, agents, and employees.

9.04 **Lessee's Personal Property Coverage.** Lessee understands, acknowledges, and agrees that Lessor does not provide, and shall not be required to provide, insurance to cover the loss of personal property located within the Premises, including, but not limited to, aircraft.

ARTICLE X – GENERAL PROVISIONS

10.01 **Liability for Property Damage.** Lessor shall not be liable for damage or loss to aircraft or other personal property on the Premises. Lessee agrees that its aircraft and other personal property are stored at Lessee's sole risk.

10.02 **Venue.** Exclusive venue for any claim, lawsuit, or other legal proceeding arising out of or involving this Agreement shall be in the courts of Washington County, Texas. The laws of the State of Texas shall govern the validity, interpretation, performance, and enforcement of this Agreement.

10.03 **Attorney's Fees.** If either party brings any action or proceedings to enforce, protect, or establish any right or remedy under the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees in accordance with Section 271.159, Texas Local Government Code, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

10.04 Compliance with Laws and Nondiscrimination Assurance. Lessor reserves the right to operate the Airport in accordance with, and this Agreement is subordinate to, the Lessor's obligations to the federal or state government under any agreements with such. It is specifically acknowledged and agreed that nothing contained in this Agreement shall be construed as granting or authorizing an exclusive right for exercising any activity, which is illegally discriminatory, and Lessee specifically agrees to conduct itself and its activities in a nondiscriminatory manner. Lessee, his/her agents, and employees shall not discriminate in any manner prohibited by the Federal Aviation Administration or the Texas Department of Transportation Regulations. Lessee further agrees to comply with any enforcement procedures as might be required by the United States of America or the State of Texas. This Agreement shall be subject to and in conformance with all federal, state, and local laws and regulations.

10.05 Notices. All notices to be given under this Agreement shall be hand-delivered or sent by certified or registered mail, return receipt requested, postage prepaid, and addressed to the parties at the following addresses:

CITY: City Manager
City of Brenham
200 West Vulcan Street
P.O. Box 1059
Brenham, Texas 77834-1059

with a copy to: Jack Hess
Brenham Municipal Airport
3001 Aviation Way
Brenham, Texas 77833

LESSEE: _____

10.06 Updating Information. Lessee shall notify the Airport Manager, in writing, within ten (10) days of any change in the information furnished in this Agreement.

10.07 Inspection and Repairs of Premises. Lessor and or its representatives shall have the right, at any time, to inspect the Premises for any purpose or to make repairs or alterations.

10.08 Entire Agreement. This Agreement contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by written agreement signed by the parties hereto.

10.09 Severability. If any part, provision, term, condition, obligation or portion of this Agreement is found to be illegal or void by a court of competent jurisdiction, the entire Agreement shall not be void, but the void provision shall be struck and the remainder of this Agreement shall continue in full force and effect as nearly as possible in accordance with the original intent of the parties.

10.10 Maintenance of Landing Area. Lessee understands and agrees that Lessor reserves the right, but not the obligation, to maintain the Airport to at least the minimum standards as recommended by the FAA and/or the Texas Department of Transportation. Such right includes the right to maintain and keep in repair all public use areas at the Airport and the right to direct and control all activities as necessary at the Airport. Lessee also understands that Lessor is not obligated by this lease to continue operating the Airport as an airport and may close the airport at any time and at its own discretion. Such closure shall immediately void this Agreement and no damages or monies or other compensation will be owed to the Lessee by Lessor.

10.11 Entire Agreement. This Agreement embraces the entire lease agreement of the parties mentioned herein pertaining to the Hangar and no statement, remark, agreement, or understanding, either oral or written, not contained herein shall be recognized or enforced as it pertains to the lease of the Hangar, except that this Agreement may be modified by written addendum agreed to and signed by all pertinent parties and attached hereto.

10.12 Singular and Plural. For the purpose of this lease agreement, the singular number shall include the plural and the masculine shall include the feminine and vise-versa, whenever the context so admits or requires.

10.13 Captions and Headings. The "Section" captions and headings are inserted solely for the convenience of reference and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.

10.14 Authority. The parties to this lease agreement hereby acknowledge and agree that they are the principals to the lease agreement and have the power, right, and authority to enter into this lease agreement and are not acting as an agent for the benefit of any third party, except that Lessor is acting on behalf of the City of Brenham.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be legally executed in duplicate this _____ day of _____, 20__.

LESSOR:
CITY OF BRENHAM, TEXAS

By: _____
Milton Y. Tate, Jr., Mayor

LESSEE:

By: _____

ATTEST:

Jeana Bellinger, City Secretary

APPROVED AS TO FORM:

Cary Bovey, City Attorney



PROPOSED REVISIONS TO THE T-HANGAR LEASE AGREEMENT

REQUEST:

To amend the existing T-Hangar lease to allow for assembly of kit-planes (hobby airplanes).

BACKGROUND:

The existing T-Hangar lease prohibits the assembly of aircraft. Section 3.06 of the current T-hangar lease agreement reads as follows:

3.06 Assembly of Aircraft Prohibited. *The assembly of new and/or used aircraft on the Premises is prohibited.*

The T-hangars lease limits the degree of work that can be done including commercial activities. However, the proposed revisions would allow someone to build an airplane at home and do the final assembly at the airport, order a quick-build kit and assemble it at the airport, or complete assembly on airplanes that may have the wings removed and “trucked” into the airport, etc.

STAFF RECOMMENDATION:

The City of Brenham wants to ensure that any activities conducted at the Airport and within the confines of the T-hangars do not adversely affect the neighboring tenants, cause excessive wear and tear to the hangar, or have any kind of overspray that could get in neighboring hangars or onto neighboring aircraft. Here is the proposed revised wording for Section 3.06:

3.06 Assembly of Aircraft. *Aircraft assembly is permitted for personal use. Commercial aircraft assembly is prohibited. There will be no activities that adversely affect neighboring tenants or cause excessive wear and tear to the hangar allowed.*

Any changes or revisions to the current T-hangar lease must be approved by the Brenham City Council in order for them to take effect.

City Staff recommends approval of the proposed language.



AGENDA ITEM 9

DATE OF MEETING: August 2, 2018	DATE SUBMITTED: July 27, 2018
DEPT. OF ORIGIN: Finance	SUBMITTED BY: Carolyn D. Miller
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 a Proposal to Adopt a Tax Rate of \$0.5170 per \$100 Valuation for the 2018 Tax Year, Take Record Vote and Set the Public Hearings on the Proposed Tax Rate in Accordance with State Law	
SUMMARY STATEMENT: See separate memo from Assistant City Manager-Chief Financial Officer on this item.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Memo from Assistant City Manager-Chief Financial Officer	
FUNDING SOURCE (Where Applicable):	
RECOMMENDED ACTION: See wording for motion on separate memo from Assistant City Manager-Chief Financial Officer	
APPROVALS: James Fisher	



MEMORANDUM

To: Mayor, Council and City Manager

From: Carolyn D. Miller
Assistant City Manager - Chief Financial Officer

Subject: Discuss Proposed Property Tax Rate, Take Record Vote and
Schedule Public Hearings

Date: July 27, 2018

Developing an annual budget and adopting a property tax rate to support that budget must be accomplished in compliance with property tax code, local government code, and City Charter. Following these legislative guidelines ensures that the public is informed of any increases.

During the week of July 16, 2018, three Council Budget Workshops were held to review and discuss the proposed FY2018-19 budget. As discussed during these workshops, we will be maintaining the current property tax rate of \$0.5170 per \$100 valuation. Two components of the proposed property tax rate of \$0.5170 are the operations and maintenance (O&M) rate of \$0.3200 and the debt service (interest and sinking) rate of \$0.1970.

The Washington County Appraisal District has certified taxable values of \$1,328,029,691 for the 2018 Tax Year. This is a net increase of \$52,639,531 (or 4.13%) above the 2017 (adjusted) taxable values of \$1,275,390,160. The net increase is comprised of:

- **\$16,455,498** New properties and new improvements (31%)
- **\$36,184,033** Increase in existing property values and other changes (69%)

The proposed FY18-19 budget maintains the current O&M tax rate of \$0.3200. The impact of the increased property values with the current tax rate will generate additional O&M tax revenue over the current year of \$165,078. The table on the next page shows the tax rate components.

Property Tax Rate

	<u>O&M</u>	<u>I&S</u>	<u>Total</u>
Current FY17-18	\$0.3200	\$0.1970	\$0.5170
Proposed Tax Rate FY18-19	\$0.3200	\$0.1970	\$0.5170
Proposed Increase (Decrease)	\$0.0000	\$0.0000	\$0.0000

Comparison to Effective and Rollback Rate

Proposed Tax Rate FY18-19	\$0.3200	\$0.1970	\$0.5170
Effective Rate			\$0.5018
Rollback Rate before Sales Tax Adjustment			\$0.5768
Sales Tax Adjustment Rate			(\$0.0404)
Adjusted Rollback Rate			\$0.5364

In accordance with the Tax Code, Council must now take a **RECORD VOTE** to place a proposal to adopt the proposed property tax rate on the agendas of future meetings. At this time, Council must also schedule two public hearings on the proposed tax rate.

Section 26.05 of the Tax Code provides the specific motion to be made for the record vote on the proposed tax rate when the proposal is above the effective rate. As stated above, the proposal is to *maintain the current tax rate* of \$0.5170 per \$100 valuation. However, due to increased property values, this new rate is above the effective tax rate of \$0.5018 and will produce higher revenues, which necessitates **that the motion for the record vote should be made as follows:**

“I move that the property tax rate be increased by the adoption of a tax rate of \$0.5170 per \$100 valuation, which is effectively a 3.03% increase in the tax rate, to be considered by the governing body on the agendas of the September 17, 2018 and September 20, 2018 meetings and to schedule public hearings on the proposed tax rate for August 16, 2018 and September 6, 2018 in accordance with state law.”



AGENDA ITEM 10

DATE OF MEETING: August 2, 2018		DATE SUBMITTED: July 24, 2018	
DEPT. OF ORIGIN: Development Services		SUBMITTED BY: Kim Hodde	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
☒ REGULAR	☐ PUBLIC HEARING	☐ 1ST READING	
☐ SPECIAL	☐ CONSENT	☐ 2ND READING	
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION	
	☐ WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Ground Space Lease Agreements with Hat Creek Aviation, LLC (John Richardson) for Hangar Space at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY STATEMENT: John Richardson currently has one hangar lease in the name of JR Leasing (3187 Aviation Way) and one lease in the name of J & S Water Wells (3189 Aviation Way) He has requested to change both of these ground space lease agreements (3187 & 3189 Aviation Way) to Hat Creek Aviation, LLC; therefore, new lease agreements need to be executed. Execution of these new lease agreements with Hat Creek Aviation, LLC will cancel the previous agreements with JR Leasing and J & S Water Wells. The lease agreements are the standard ground space lease for .08 cents per square foot. The current agreements were executed in July 2014 and June 2013 for 3187 & 3189 Aviation Way, respectively.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) Letter from John Richardson; (2) Ground Space Lease Agreement for 3187 Aviation Way; and (3) Ground Space Lease Agreement for 3189 Aviation Way			
FUNDING SOURCE (Where Applicable):			
RECOMMENDED ACTION: Approve Ground Space Lease Agreements with Hat Creek Aviation, LLC (John Richardson) for hangar space at the Brenham Municipal Airport and authorize the Mayor to execute any necessary documentation			
APPROVALS: James Fisher			

June 7, 2018

John E. Richardson
Hat Creek Aviation, LLC
P.O. Box 699
Bellville, Texas 77418

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

Kim:

Thank you for your time on the phone today.

We are combining our hangar lease operations to one entity, Hat Creek Aviation, LLC.

Presently 3189 Aviation Way is registered to our drilling company, Richardson-Dunn, Inc dba J&S Water Wells.

In addition, 3187 Aviation Way is registered to our rental company, JR Leasing.

We would like these to remain separate leases but both be registered to our aviation company, Hat Creek Aviation, LLC.

Let me know what you need me to do in order to change these leases.

Thanks in advance.

John E Richardson
979-865-2393
jr@jswaterwells.com

AMENDED LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH HAT CREEK 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 HAT CREEK AVIATION, LLC (JOHN RICHARDSON), 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 August 2, 2018 and terminating August 2, 2048. The rent for the first five years shall be eight (\$.08) cents per square foot per year for 11,200 square feet, payable annually on the anniversary hereof. Any rental fee not paid by the tenth of the month is subject to a late fee of five (\$5) dollars. On the fifth anniversary and each fifth anniversary thereafter, the rent shall adjust to the prevailing rate at that time, not to exceed an increase of two (\$.02) cents per square foot.

C. ACCESS.

Upon paying the rental hereunder and performing the requirements of this Lease, Lessee shall have the right of access to and from said premises over such roadway(s), as may be designed for that purpose and the right of access to and from the landing area for airplanes over taxiways and aircraft parking ramps as provided by City at its sole discretion. Said roadway(s), aircraft parking ramps and taxiways shall be used jointly with other airport tenants, but not for the conduct of business of another Lessee's premises and Lessee shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as the City Council deems necessary.

D. OBJECTS AND PURPOSES OF LEASE.

Lessee is hereby granted the right and privilege to use the leased area for aviation related activities, being those provided by a Corporate Hangar Operator. Lessee shall have the uses and rights to build a private, corporate hangar to house its own privately-owned aircraft, all of which shall be subject to the terms set forth:

Lessee shall not use the premises for any purposes other than those authorized herein, without the prior written consent of City. Specifically, Lessee will not store fuel, nor do any aircraft maintenance on aircraft other than the aircraft owned or contracted by Lessee.

It is understood and agreed that nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958, [49 USCA Chapter 471 or successor statute].

E. CITY'S RESERVED RIGHTS.

1. Development. City, at its sole discretion, reserves the right to further develop or improve the aircraft operating area of the airport as it sees fit and to take action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.
2. Oil, Gas, Mineral Interests. It is understood and agreed that this Lease is made subject and subordinate to the terms of any oil, gas, and other mineral interest; leases; or right-of-way easements of any nature that may have been executed heretofore.

City agrees that (1) if it should, as a mineral owner under the premises, develop all or part of the Airport for oil, gas or other mineral purposes, no well will be drilled or other operations conducted on the leased premises, and (2) in the event it should hereafter execute an oil, gas or other mineral lease in favor of a third party covering the Airport area, or a portion thereof, it will cause such lease to contain a provision that the Lessee therein will not conduct any of its drilling or other operations on the land covered by this Lease, or in a manner which would unreasonably interfere with Lessee's use and enjoyment of the premises.

3. Other Contracts. This lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City of federal funds for the development of the Airport
4. Other Leases. Nothing herein contained shall limit City with respect to granting of leases to other aviation tenants under other terms as herein set forth or to granting of leases for non-commercial aviation or non-aviation purposes at terms different from those set forth herein.

F. PROHIBITED USES.

Lessee shall not use or permit the use of any part of the premises in any other manner than set out in Section D of this Lease. Some specific activities prohibited are as follows:

1. Auto rental service.
2. Food sales (except the sale of confections and refreshments prepared and packaged off the leased premises through either coin-operated vending machines or over-the-counter or in the waiting area, and other foods prepared and packaged off the leased premises for food trays for private or charter flights) at the leased premises.
3. Sales of alcoholic beverages at the leased premises, except with City approval.
4. Sales, advertisement or storage of non-aviation products.
5. Storage, transfer, or sale of fuel.
6. Any sublease which allows further sublease by Lessee's tenant
7. Any use prohibited by law.

G. CONSTRUCTION.

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 BRENHAM MUNICIPAL AIRPORT and as may be adopted by the AIRPORT ADVISORY COMMITTEE of the CITY OF BRENHAM, TEXAS. Lessee shall agree that in the event he is found not to have abided by the rules or does not correct a situation required to be corrected by the City of Brenham, then and in that event he may lose his privilege to occupy the Hangar that is located on property being leased by the CITY OF BRENHAM, TEXAS.
5. This Lease is governed by the laws of the State of Texas and performable in Washington County, Texas.
6. If any provision herein is held to be invalid in a court of law, the invalidity of such provision shall in no way affect the validity of any other provision.

7. Any notice required herein shall be effective upon mailing to the address described herein by depositing said notice in the mail, certified mail – return receipt requested.

APPROVED this the ____ day of August, 2018.

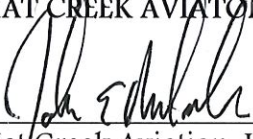
CITY OF BRENHAM (LESSOR)

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

ATTEST:

Jeana Bellinger, City Secretary

HAT CREEK AVIATION, LLC (LESSEE)



Hat Creek Aviation, LLC
John Richardson
P.O. Box 675
Bellville, Texas 77418
(979) 865-2393

A hand-drawn site plan of a plot, oriented diagonally. The plot is a rectangle with a total width of 140.00 and a total length of 119.00. A 35.00 wide strip is shown at the bottom left corner. Inside the plot, there are two rectangular building footprints. The upper footprint has a width of 75.00 and a length of 60.00. The lower footprint has a width of 64.00 and a length of 60.00. The remaining space between the footprints and the top boundary is 55.00 wide. The top boundary is marked with a dashed line and a series of 'W' symbols. The bottom boundary is marked with a dashed line and a series of 'U' symbols. The right boundary is marked with a dashed line and a series of 'W' symbols. The left boundary is marked with a dashed line and a series of 'U' symbols. The entire plot is enclosed by a dashed line.

51

LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH HAT CREEK 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 HAT CREEK AVIATION, LLC (JOHN RICHARDSON), 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 August 2, 2018 and terminating August 2, 2048. The rent for the first five years shall be eight (\$.08) cents per square foot per year for 9,520 square feet, payable annually on the anniversary hereof. Any rental fee not paid by the tenth of the month is subject to a late fee of five (\$5) dollars. On the fifth anniversary and each fifth anniversary thereafter, the rent shall adjust to the prevailing rate at that time, not to exceed an increase of two (\$.02) cents per square foot.

C. ACCESS.

Upon paying the rental hereunder and performing the requirements of this Lease, Lessee shall have the right of access to and from said premises over such roadway(s), as may be designed for that purpose and the right of access to and from the landing area for airplanes over taxiways and aircraft parking ramps as provided by City at its sole discretion. Said roadway(s), aircraft parking ramps and taxiways shall be used jointly with other airport tenants, but not for the conduct of business of another Lessee's premises and Lessee shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as the City Council deems necessary.

D. OBJECTS AND PURPOSES OF LEASE.

Lessee is hereby granted the right and privilege to use the leased area for aviation related activities, being those provided by a Corporate Hangar Operator. Lessee shall have the uses and rights to build a private, corporate hangar to house its own privately-owned aircraft, all of which shall be subject to the terms set forth:

Lessee shall not use the premises for any purposes other than those authorized herein, without the prior written consent of City. Specifically, Lessee will not store fuel, nor do any aircraft maintenance on aircraft other than the aircraft owned or contracted by Lessee.

It is understood and agreed that nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958, [49 USCA Chapter 471 or successor statute].

E. CITY'S RESERVED RIGHTS.

1. Development. City, at its sole discretion, reserves the right to further develop or improve the aircraft operating area of the airport as it sees fit and to take action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.
2. Oil, Gas, Mineral Interests. It is understood and agreed that this Lease is made subject and subordinate to the terms of any oil, gas, and other mineral interest; leases; or right-of-way easements of any nature that may have been executed heretofore.

City agrees that (1) if it should, as a mineral owner under the premises, develop all or part of the Airport for oil, gas or other mineral purposes, no well will be drilled or other operations conducted on the leased premises, and (2) in the event it should hereafter execute an oil, gas or other mineral lease in favor of a third party covering the Airport area, or a portion thereof, it will cause such lease to contain a provision that the Lessee therein will not conduct any of its drilling or other operations on the land covered by this Lease, or in a manner which would unreasonably interfere with Lessee's use and enjoyment of the premises.

3. Other Contracts. This lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City of federal funds for the development of the Airport
4. Other Leases. Nothing herein contained shall limit City with respect to granting of leases to other aviation tenants under other terms as herein set forth or to granting of leases for non-commercial aviation or non-aviation purposes at terms different from those set forth herein.

F. PROHIBITED USES.

Lessee shall not use or permit the use of any part of the premises in any other manner than set out in Section D of this Lease. Some specific activities prohibited are as follows:

1. Auto rental service.
2. Food sales (except the sale of confections and refreshments prepared and packaged off the leased premises through either coin-operated vending machines or over-the-counter or in the waiting area, and other foods prepared and packaged off the leased premises for food trays for private or charter flights) at the leased premises.
3. Sales of alcoholic beverages at the leased premises, except with City approval.
4. Sales, advertisement or storage of non-aviation products.
5. Storage, transfer, or sale of fuel.
6. Any sublease which allows further sublease by Lessee's tenant
7. Any use prohibited by law.

G. CONSTRUCTION.

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 BRENHAM MUNICIPAL AIRPORT and as may be adopted by the AIRPORT ADVISORY COMMITTEE of the CITY OF BRENHAM, TEXAS. Lessee shall agree that in the event he is found not to have abided by the rules or does not correct a situation required to be corrected by the City of Brenham, then and in that event he may lose his privilege to occupy the Hangar that is located on property being leased by the CITY OF BRENHAM, TEXAS.
5. This Lease is governed by the laws of the State of Texas and performable in Washington County, Texas.
6. If any provision herein is held to be invalid in a court of law, the invalidity of such provision shall in no way affect the validity of any other provision.

7. Any notice required herein shall be effective upon mailing to the address described herein by depositing said notice in the mail, certified mail – return receipt requested.

APPROVED this the ____ day of August, 2018.

CITY OF BRENHAM (LESSOR)

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

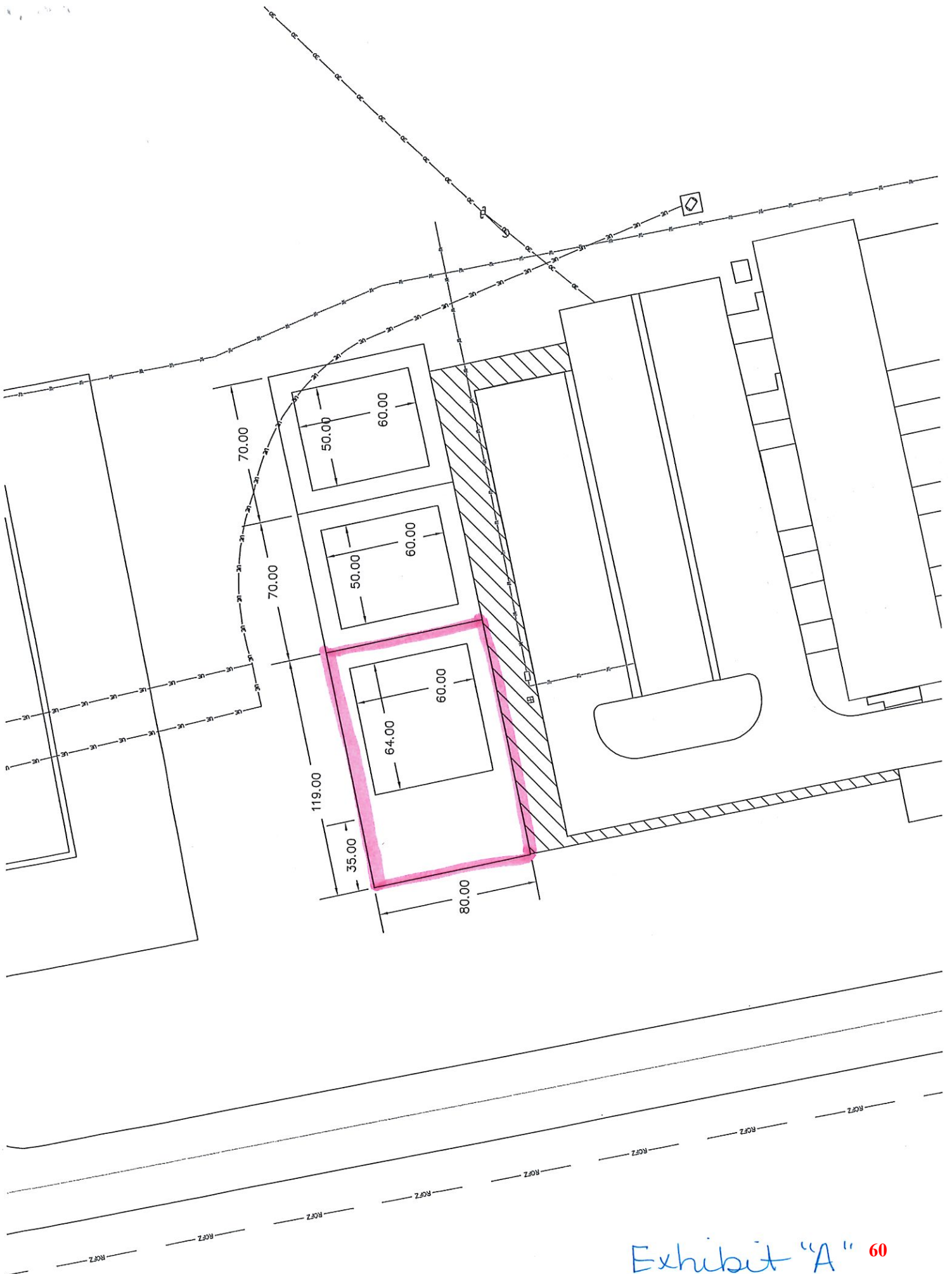
ATTEST:

Jeana Bellinger, City Secretary

HAT CREEK AVIATION, LLC (LESSEE)



Hat Creek Aviation, LLC
John Richardson
P.O. Box 675
Bellville, Texas 77418
(979) 865-2393





AGENDA ITEM 11

DATE OF MEETING: August 2, 2018	DATE SUBMITTED: July 25, 2018															
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Kacey Weiss															
<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 a Request for a Noise Variance from Mount Rose Missionary Baptist Church for a Christian Youth Rally at 1007 Mangrum Street to be Held on September 5, 2018 from 5:30 p.m. – 8:30 p.m. and Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY STATEMENT: Mount Rose Missionary Baptist Church is requesting a Noise Variance for a Christian Youth “Rap/Pep” Rally at 1007 Mangrum Street on September 5, 2018 from 5:30 p.m – 8:30 p.m. They will be using sound amplification equipment, which requires 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 form																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: Approve a request for a noise variance from Mount Rose Missionary Baptist Church for a Christian Youth Rally at 1007 Mangrum Street to be held on September 5, 2018 from 5:30 p.m. – 8:30 p.m. and authorize the Mayor to execute any necessary documentation																
APPROVALS: James Fisher																

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: Mount Rose Missionary Baptist Church
2. Name and address of individual making application on behalf of sponsoring organization: Cheryl DaBera
P.O. Box 214 (8780 FM 1371) Chappell Hill, Tx 77426
3. Purpose of the Event: Christian Youth "Rap/Pep" Rally
4. Location of Event: 1007 (?) Mangrum St.
5. Date of the event: September 5, 2018
6. Time of Event: 5:30pm - 8:30pm
7. Event Set-up: From: 5:00 To: 5:30
Event Clean-up: From: 8:30 To: 8:45
8. You are required to describe the following:
 - a) Types of Activities Planned and any additional information specific to this event: Speaker(s), Rapper(s), Singing, Music
 - b) Bands/Musical Instruments: Keyboard, Drums(possibly)
 - c) Sound amplification equipment: Speakers, Microphones, Amp(s)
 - d) Cleanup provisions: Church leaders/Deacons

Cheryl DaBera
Name of Applicant (Printed or Typed)
Cheryl DaBera
Applicant or Authorized Person's Signature

Date: July 6, 2018

Phone: 979-861-0782

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

Paid 07/06/18
check #2129



AGENDA ITEM 12

DATE OF MEETING: August 2, 2018	DATE SUBMITTED: July 9, 2018	
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 Appointment of a New Member to the Brenham Housing Authority Board of Commissioners for an Unexpired Term Ending on December 31, 2018		
SUMMARY STATEMENT: On July 11, 2018 I was notified by Vince Michel, Executive Director of the Brenham Housing Authority, that board member Gerald Calvert recently resigned from their Board due to health reasons. Mr. Michel advised that he would like to recommend that the Council appoint Marcus Wamble to fill Mr. Calvert's unexpired term until December 31, 2018.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Board Appointment Form from Marcus Wamble		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve the appointment of Marcus Wamble to the Brenham Housing Authority Board of Commissioners for an unexpired term ending on December 31, 2018		
APPROVALS: James Fisher		



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

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

- | | |
|--|---|
| ☐ Airport Advisory Board | ☐ Board of Adjustments |
| ☐ Brenham Community Development Corp. | ☒ Brenham Housing Authority |
| ☐ Building Standards Commission | ☐ Hotel Occupancy Tax Board |
| ☐ Library Advisory Board | ☐ Main Street Board |
| ☐ Parks & Recreation Board | ☐ Planning & Zoning Board |

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

Name: MR WAMBLE MARCUS L
(Title) (Last) (First) (Middle)

Residence Address: 1837 BASIN TRL. BRENHAM TX 77833
(Street) (City) (State) (Zip)

Mailing Address: (If different from above)

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

Preferred Phone and Fax: (512) 968-3435
(Phone) (Fax)

Email Address: marc.wamble@faithmission.us

Occupation: ENGINEER, PROJECTS

Employer: CHEVRON CORPORATION

Are you a registered voter in Washington County? ☒ Yes ☐ No

Are you a resident of the City of Brenham? ☒ Yes ☐ No Length of residency: 2 YRS. 2 mos.

Are you a resident of Washington County? ☒ Yes ☐ No Length of residency: 2 YRS. 2 mos.

Do you, your spouse or your employer have any financial interest, directly or indirectly, in matters that might come before the Board to which you seek appointment?

☐ Yes ☒ No If yes, explain: _____

Applicant Name: MARCUS L. WAMBLE**BACKGROUND**Education/Training: RESUME ATTACHEDAreas of Interest: COMMUNITY SERVICE, REDEEMER CHURCH, FISHING, ARTS

Current or Past Volunteer Experience/Community Service:

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

Organization: HILL COUNTRY MINISTRIES, LEANDER, TX, ① PANTRYOrganization: HABITAT FOR HUMANITY, AUSTIN, HOUSTON, SAN FRANCISCO
② BOARD OF DIR.Organization: BREHAM PLANNING AND ZONING, POSITION 2Organization: FAITH MISSION, VOLUNTEER COORDINATOR
JOBS PARTNERSHIP OF WASHINGTON CO., BOARD OF DIR.

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

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


Signature07/11/2018
Date

FILE THIS COMPLETED APPLICATION FORM WITH CITY SECRETARY'S OFFICE ON OR BEFORE 5:00 P.M. ON OCTOBER 1ST

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

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

Marcus L. Wamble
1837 Basin Trail, Brenham, TX 77833
Cellular: 512-968-3435 E-Mail: marc.wamble@faithmission.us

Employment Objective:

Currently seeking post retirement opportunities for project management and contract administration. Experience and interest are in commercial or industrial construction. Experience providing relationship building skills required to fully define project scopes for efficient project development and execution. Currently serving as a volunteer for:

- Brenham Planning and Zoning Board, Commissioner
- Faith Mission, Volunteer Coordinator.
- President of the board, Jobs Partnership of Washington County.

EXPERIENCE

Board Director and Volunteer

Hill Country Community Ministries, Leander, TX (Food Pantry and Clothes Closet)
April 2009 to 2016

- Provide leadership to the Board of Directors, to set/revise governance and policy
- Partner with Executive Director in achieving the organization's mission
- Chaired meeting of the board after developing the agenda in coordination with the Executive Director
- Monitors financial planning and financial reports
- Assists in formation of the Nominating Committee and provided counsel on selection of potential board and committee members

Project Manager, Consultant, Englobal Engineering, Houston, TX
November 2007 to March 2009

- Asset development and contract administration for Pipeline Terminal Facilities in Southeast USA
- Project event scheduling, on-site inspection, project cost control, material/equipment procurement, invoice processing using SAP software
- Planned and managed capital and expense projects ranging from \$ 50,000 to \$1,550,000.

Process Standard Development Leader, Chevron Corporation H. Q. San Ramon, CA
January 2005 to April 2007

- Led small diverse international team in development of Environmental, Safety and Health (ESH) Process Standards
- Led global implementation of Environmental Safety & Health Process Standards downstream organizations
- Advisor to corporate business unit during implementation of new process standards

Project Engineer/Area Operations Manager, Chevron Products Company, Houston, TX
January 2000 to April 2005

- Managed product quality and storage facilities for aviation fuels nationwide USA
- Managed capital and expense budget of \$10MM/year, site project development and contract administration, utilizing SAP software
- Implemented company ESH compliance standards for employees and contractors at corporate, regional and private facilities

Maintenance and Construction Engineer/Manager, Chevron Products Company, Houston, Dallas, Atlanta
January 1975 to December 1999

- Managed/supervised maintenance and construction projects for 1500 retail facilities, Southeast USA
- Supervised 58 fulltime employees (engineers, technicians, dispatchers and mechanics) in 5 states
- Asset development and construction supervision for retail facilities and pipeline terminals in Southeast USA

EDUCATION and Training

- BS- Construction Management Technology (Dec 1974) Oklahoma State University, Stillwater, OK. (OSU)
- Associate Degree- Construction Management (Dec 1974) OSU
- Associate Degree-Architectural and Structural Drafting and Design Technology (1970) OSU
- Certification-Capital Stewardship Organizational Capability (CSOC), Chevron Corp
- Certification-Operational Excellence Safety, Health, Environment, Reliability, and Efficiency Chevron

TECHNOLOGY SKILLS

- Working Knowledge of Microsoft Office Suite as well as Microsoft Project
- Working knowledge of SAP (Procurement and Project modules)



AGENDA ITEM 13

DATE OF MEETING: August 2, 2018	DATE SUBMITTED: July 30, 2018	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: James Fisher	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Convention and Visitors Bureau Contract Between the City of Brenham and Washington County Chamber of Commerce, Including But Not Limited to Termination of Said Contract, Ratification of Termination Notice, and Associated Matters, and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: In reference to this agenda item, the following timeline is presented. The Tourism and Promotions Council Subcommittee met on May 31, 2018 to discuss options for funding tourism and promotions with the Washington County Chamber of Commerce for the upcoming FY18-19 budget cycle. Several options were discussed, and the Subcommittee decided to give a 90 day written notice to terminate the contract with the Chamber effective September 30, 2018. On June 25, 2018, I notified the City Council of the intent to cancel the Chamber contract and let them know that the City is going in a new direction in convention and tourism services. The Mayor and I met with two of the Chamber Executive Officers on June 28, 2018 to hand deliver the termination letter and discuss the decision by the Council Subcommittee. This agenda item is to ratify the termination notice, and proceed with the contract termination date of September 30, 2018.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Memo from City Manager to Council Subcommittee; and (2) Letter from City Manager to Washington County Chamber of Commerce		

FUNDING SOURCE (Where Applicable):
RECOMMENDED ACTION: Ratification of Termination Notice as determined by Council
APPROVALS: James Fisher



MEMORANDUM

To: Tourism and Promotions Council Sub-Committee

From: James Fisher, City Manager

Subject: Options for Funding Tourism & Promotions with CVB

Date: May 28, 2018

As we move into the FY18-19 budget cycle, we are looking at our contribution to the Washington County CVB to determine if this is the best way to allocate Hotel Occupancy Tax (HOT) dollars. Could the City play a more active role in tourism/marketing efforts? How would the City use these dollars or a portion to market/promote our City events, our park and sports facilities, Main Street and the Barnhill Center? One of the main tests of the HOT funds is the idea of community events placing heads in beds. How are we ensuring that this is being done? We are going to look at several options regarding our approach to tourism and promotions.

Option 1 – Continue Current Funding and Amend Contract with CVB

This option would include new details of expectations, transparency, accountability and possible oversight of tourism/marketing activities. It would strengthen our partnership with Washington County CVB, and provide an opportunity to work through issues for a positive solution. We would recommend establishing a focus group of the Chamber Executive Board and City leadership to work on the contract amendment.

Option 2 – Reduce Funding for CVB to Add New Position at City

This option would reduce the HOT funds available to the CVB which could impact visitor center hours, placement of advertising, vendor contracts, etc. We would need to inform the CVB of this option so that they can make necessary adjustments.

Option 3 – Give 90 Day Written Notice to Terminate Contract with CVB

The current CVB contract will automatically renew on March 1, 2019, and stipulates that it may be terminated with a 90 day written notice. HOT funding will continue for six months (October 2018 through February 2019) for operation/ staffing of the CVB and marketing programs. If we decide to move in this direction, the structure for tourism and promotions will need to be established and put in place.



Mayor
Milton Y. Tate, Jr.

Council Members
Andrew Ebel, Mayor Pro Tem
Susan Cantey
Danny Goss
Keith Herring
Charlie Pyle
Weldon C. Williams, Jr.

City Manager
James Fisher

July 2, 2018

Randy Wells, Chairman of Board
Washington County Chamber of Commerce
314 S. Austin Street
Brenham, Texas 77833

Re: Cancellation of Convention and Visitors Bureau Contract

Dear Randy:

This letter will serve as 90 day written notification of our intent to cancel the Convention and Visitors Bureau contract between the City of Brenham and the Washington County Chamber of Commerce (Chamber) effective September 30, 2018. According to the contract, this agreement (which began on the first day of March 2006) shall renew for additional one year terms upon its anniversary unless terminated by either party with 90 days written notice.

After considerable deliberation and discussion, the City has decided to bring convention and tourism services under the management and direction of City staff. We value the partnership and services provided by the Chamber, and are committed to continuing this relationship. The current employees in convention and tourism services will be offered similar positions with the City at the same approximate pay rate, plus City Benefits (insurance and retirement). In addition, the City will make a payment (amount to be determined) to the Chamber for services rendered per the contract that ends February 28, 2019.

I am available to discuss this with you and the Chamber Executive Officers if you so desire. Please do not hesitate to contact me at 979-337-7389.

Respectfully,

James Fisher
City Manager

cc: Mayor Milton Tate and City Council



AGENDA ITEM 15

DATE OF MEETING: August 2, 2018	DATE SUBMITTED: July 25, 2018	
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 551.074 – Texas Government Code – Personnel Matters – Deliberation Regarding Update, Status and Options Regarding: 1) Vacancy Created by Death of Ward 2 Councilmember Weldon C. Williams, Jr.; and 2) Position 5 - At Large Councilmember Charlie Pyle		
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.		