



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, JULY 2, 2020 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 – Mayor Milton Tate**
- 3. Citizens Comments**

CONSENT AGENDA

4. Statutory Consent Agenda

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

- 4-a. Minutes from the June 18, 2020 Regular City Council Meeting** **Pages 1 - 9**
- 4-b. Approve Three (3) Ground Space Lease Agreements with Todd Poehlmann for Hanger Spaces at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 10 - 37**
- 4-c. Approve Two (2) Ground Space Lease Agreements with Veruca Salt, LLC for Hanger Spaces at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 38 - 57**
- 4-d. Accept a Donation from The Fortnightly Club in the Amount of \$33,000.00 for the Nancy Carol Roberts Memorial Library and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 58 - 59**
- 4-e. Award of Base Bid and Alternate No. 1 for City of Brenham Project No. 66C-10 Related to the Munz Lift Station and Force Main Improvements to J&D Construction in the Amount of \$285,000.00 and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 60 - 67**

PUBLIC HEARING AND ASSOCIATED ACTION ITEM

5. **Public Hearing, Discussion and Possibly Act Upon an Ordinance on Its First Reading Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Allow an Accessory Dwelling Unit (ADU) in an R-2 Mixed Residential Use Zoning District on Property Addressed as 501 Crockett Street, and Further Described as Lot L1-A, Block E of the Woodlawn Heights Addition in Brenham, Washington County, Texas (Case Number P-20-025)** **Pages 68 - 86**

REGULAR SESSION

6. **Discuss and Possibly Act Upon Resolution No. R-20-023 Adopting Updated and Revised Aviation Minimum Standards for the Brenham Municipal Airport** **Pages 87 - 128**
7. **Discuss and Possibly Act Upon Upcoming Community Events and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 129 - 138**
8. **Discuss and Possibly Act Upon Resolution No. R-20-025 Authorizing the Execution of an Agreement with TxDOT for the Temporary Closure of State Right-of-Way in Connection with the 2020 Brenham Community Picnic to be Held on July 19, 2020** **Pages 139 - 151**
9. **Discuss and Possibly Act Upon a Noise Variance in Connection with the 2020 Brenham Community Picnic to be Held from 4:00 p.m. to 8:00 p.m. on July 19, 2020 and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 152 - 153**
10. **Discuss and Possibly Act Upon the City of Brenham’s COVID-19 (Coronavirus) Response and Recovery Efforts**
 - **Citizens Request for City-Wide Mask Order**
 - **Current Declaration of Local Disaster Dated April 30, 2020 (Resolution No. R-20-019)** **Pages 154 - 156**
11. **Administrative/Elected Officials Report**

Administrative/Elected Officials Reports: Reports from City Officials or City staff regarding items of community interest, including expression of thanks, congratulations or condolences; information regarding holiday schedules; honorary or salutary 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.

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

Adjourn

CERTIFICATION

I certify that a copy of the July 2, 2020 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 June 29, 2020 at 11:15 A.M.

Jeana Bellinger, TRMC, CMC

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.
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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 _____, 2020 at _____ AM PM.

Signature

Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on June 18th, 2020 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 Keith Herring
Councilmember Clint Kolby
Councilmember Adonna Saunders
Councilmember Albert Wright

Members absent:

None

Others present:

City Manager James Fisher, City Attorney Cary Bovey, City Secretary – Director of Administrative Services Jeana Bellinger, Assistant City Manager – Chief Financial Officer Carolyn Miller, Assistant City Manager - Public Services/Utilities Donald Reese, Fire Chief Ricky Boeker, and Director of Development Services Stephanie Doland.

Citizens present:

Linda Thomas, Mark Schultz and Michael Reynolds.

Media Present:

Alyssa Faykus, Brenham Banner Press; Brette Kohring and Josh Blaschke, KWHI

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Kolby**
- 3. Citizens Comments**

There were no citizen comments.

CONSENT AGENDA

4. Statutory Consent Agenda

- 4-a. Minutes from the June 4, 2020 Regular City Council Meeting
- 4-b. Ordinance No. O-20-014 on Its Second Reading, Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to the Washington County Healthy Living Association/Margaret E. Blizzard Senior Activity Center to Allow Additional Parking as an Accessory to Use for the Margaret E. Blizzard Senior Activity Center in a Single Family Residential Use (R-1) Zoning District on Approximately 0.938 Acres of Land Addressed as 1300, 1302, 1304 and 1306 Loesch Street, and Described as Section 1, Block 1, Lots 1-4 of the Kenjura Subdivision, in Brenham, Washington County, Texas (Case Number P-20-017)
- 4-c. Ordinance No. O-20-015 on Its Second Reading Amending the Official Zoning Map of the City of Brenham, to Change the Zoning District from a Mixed Residential District (R-2) to a Commercial, Research and Technology District (B-2) on Approximately 1.071 Acres of Land, Described as Part of Tract 57 of the John Lang Survey, A-156, in Brenham, Washington County, Texas (Case Number P-20-018)
- 4-d. Approve the \$1.00 Purchase Option for Three (3) Pieces of Xerox Office Automation Equipment and a Two-Year Contract with Xerox Financial Services LLC. for Service, Maintenance and Supplies for Said Office Automation Equipment and Authorize the Mayor to Execute Any Necessary Documentation
- 4-e. Approve the Purchase of Additional Materials for the Copper Conductor Replacement Project — Section 4, in the Amount of \$33,148.35, from Techline, Inc. Through the Lower Colorado River Authority (LCRA) Materials Program and Authorize the Mayor to Execute Any Necessary Documentation
- 4-f. Approve the Purchase of a Shade Structure for the Splashpad in Henderson Park from May Recreation Equipment and Design L.P., Through BuyBoard Contract No. 512-16, in the Amount of \$56,670.00 and Authorize the Mayor to Execute Any Necessary Documentation

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve the Statutory Consent Agenda Item 4-a. through 4-f. 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 Keith Herring	Yes
Councilmember Clint Kolby	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

WORK SESSION

5. Discussion and Presentation of the City of Brenham Development Update Regarding Recently Completed, Ongoing, and Upcoming Projects

Development Services Director Stephanie Doland presented this item. Doland stated that the City of Brenham is experiencing a period of increasing growth. Doland advised that since the beginning of 2020 two large residential subdivision developments have been approved and many commercial construction projects have begun.

Doland provided an overview of ongoing residential and commercial projects in Brenham, as well as a review of recently completed projects.

6. Discussion and Presentation of the City of Brenham Public Works and Public Utilities Recently Completed, Ongoing, and Upcoming Projects

Assistant City Manager – Public Services/Utilities Donald Reese presented this item. Reese provided an overview of several Public Works and Public Utility projects in various stages of completion.

7. Discussion and Update on Fiscal Year 2019-20 Budget

This item was presented by City Manager James Fisher. Fisher advised the Council that the City has experienced a \$1.58 Million loss in revenue due to the COVID-19 pandemic and that sales tax collections are forecasted to be 10% less than last year. Fisher explained that while revenues have been drastically affected, staff has also worked hard at reducing expenses and because of that, the City's financial status is still strong.

Fisher advised that the Budget Team is working hard on the FY21 budget and will be presenting it to Council during the upcoming July budget workshops.

REGULAR SESSION

8. Discuss and Possibly Act Upon a Professional Services Agreement for Engineering Services Between the City of Brenham and Strand Associates, Inc. for the Construction of Sanitary Sewer Improvements Related to the Baker Katz Development Project and Authorize the Mayor to Execute Any Necessary Documentation

Assistant City Manager – Public Services/Utilities Donald Reese presented this item. Reese stated the proposed agreement with Strand is for additional engineering services related to the Baker Katz project, the Brenham Family Park and future development in that area. The agreement also includes engineering services for the relocation of an existing lift station located on the Brenham State Supported Living Center property. Reese advised that the services being performed under this agreement will not exceed \$65,000.00.

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to approve a Professional Services Agreement between the City of Brenham and Strand Associates, Inc., not to exceed \$65,000.00, for engineering services related to the construction of sanitary sewer improvements related to the Baker Katz Development Project 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 Keith Herring	Yes
Councilmember Clint Kolby	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

9. Discuss and Possibly Act Upon Resolution No. R-20-023 Adopting Revised Aviation Minimum Standards for the Brenham Municipal Airport

Assistant City Manager – Public Services/Utilities Donald Reese presented this item. Reese stated that minimum standards are necessary to ensure the highest service, safety, and equality at the Brenham Municipal Airport. Reese said the current Minimum Standards were adopted in 2005 based on TxDOT's Minimum Standard template and mainly address Fixed Base Operators (FBO's). The proposed revised Minimum Standards define FBO's as well as other Specialized Aviation Services Operators that offer aeronautical activities such as charter operations, pilot training, aircraft rentals and sales, aircraft maintenance and repair, etc. and the requirements associated with each.

A motion was made by Councilmember Saunders and seconded by Councilmember Herring to table this Item to allow the Council more time to read the new Standards document.

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 Keith Herring	Yes
Councilmember Clint Kolby	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

10. Discuss and Possibly Act Upon a Gift Deed Between the City of Brenham and James Hanath Related to 2.193 Acres of Land Being Described as Lot 3C of the Replat of Lot 2 and Lot 3 of the Little Sandy Subdivision and Authorize the Mayor to Execute Any Necessary Documentation.

This item was presented by Public Works Director Dane Rau. Rau said the subject property is a plot of land on North Dixie on which the City's Munz Lift Station is located. Rau explained that the City only has an easement to access the lift station. Due to planned upgrades to the station, staff requested a permanent easement for access and additional space for the construction of an access roadway. During discussions with Mr. Hanath, he advised the City that he would like to donate the property so that the City can have permanent access to the lift station and easily build an access roadway.

A motion was made by Councilmember Kolby and seconded by Councilmember Saunders to approve a gift deed between the City of Brenham and James Hanath related to 2.193 acres of land being described as Lot 3C of the replat of Lot 2 and Lot 3 of the Little Sandy Subdivision 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 Keith Herring	Yes
Councilmember Clint Kolby	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

11. Discuss and Possibly Act Upon the Renewal of City of Brenham Group Health Plan with TML Health Benefits Pool and Establishment of Funding Rates for the Plan Year beginning October 1, 2020 through September 30, 2021 and Authorize the Mayor to Execute Any Necessary Documentation

This item was presented by Human Resources Director Susan Nienstedt. Nienstedt explained that the information provided in the packet has been updated and that the renewal of the City's Group Health Plan with Texas Municipal League will continue to provide the same network of providers and the same deductible; however, there will be an increase in the total out of pocket amount from \$5,000.00 to \$7,000.00. Nienstedt stated that by increasing the total out of pocket expense, the premiums being paid by employees will remain the same as last year.

Nienstedt provided the following premium information for Council:

Current Plan				Proposed Plan			
Plan Type	Employee Pays	COB Pays	Total Cost	Employee Pays	COB Pays	Total Cost	COB % Paid
EE Only	\$ 32.00	\$ 585.76	\$ 617.76	\$ 50.54	\$ 585.76	\$ 636.30	92%
EE & Spouse	\$ 319.00	\$ 935.00	\$ 1,254.00	\$ 356.62	\$ 935.00	\$ 1,291.62	53%
EE & Child(ren)	\$ 190.00	\$ 897.70	\$ 1,087.70	\$ 222.64	\$ 897.70	\$ 1,120.34	64%
EE Family	\$ 432.00	\$ 1,388.68	\$ 1,820.68	\$ 486.62	\$ 1,388.68	\$ 1,875.30	65%
# Employees Covered Lives	202 432						

Current Retiree Plan				Retiree Plan		
	Retiree Pay	COB Pays	Total Cost	Retiree Pay	COB Pays	Total Cost
Retiree only	\$ 517.76	\$ (100.00)	\$ 617.76	\$ 536.30	\$ (100.00)	\$ 636.30
Retiree & Spouse	\$ 1,054.00	\$ (200.00)	\$ 1,254.00	\$ 1,091.62	\$ (200.00)	\$ 1,291.62
# Retirees Covered Lives	5 8					

A motion was made by Councilmember Herring and seconded by Councilmember Wright to approve the revised renewal rates, which include an increase in out of pocket expenses from \$5,000.00 to \$7000.00, for the City's Group Health Plan with TML Health Benefits Pool for the plan year beginning October 1, 2020 through September 30, 2021 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 Keith Herring	Yes
Councilmember Clint Kolby	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

12. Discuss and Possibly Act Upon Recommendations for Appointments and/or Re-Appointments to Various City Boards and Commissions

This item was presented by City Manager James Fisher. Fisher reported that staff recently received resignations from Dr. Walter Jackson from the Main Street Advisory Board and Dr. Jamey Johnson from the Library Advisory Board. The Council Subcommittee on Boards and Commissions recommended Lowell Ogle to replace Dr. Jackson on the Main Street Advisory Board, and Elizabeth Coker to replace Dr. Johnson on the Library Advisory Board. Both appointments would be to unexpired terms ending December 31, 2020.

A motion was made by Councilmember Kolby and seconded by Councilmember Saunders to approve the appointment of Lowell Ogle to the Main Street Board and Elizabeth Coker to the Library Board, both being appointed to unexpired terms ending on December 31, 2020, and authorize the Mayor to approve 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 Keith Herring	Yes
Councilmember Clint Kolby	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

13. Discuss and Possibly Act Upon Resolution No. R-20-024 Amending the Policies and Procedures for City of Brenham Boards and Commissions

This item was presented by City Manager James Fisher. Fisher advised that the current Policies and Procedures for City of Brenham Boards and Commissions instructs individuals who are members of multiple boards to abstain from participating in funding decisions when one of those boards is funding the others.

A motion was made by Councilmember Herring and seconded by Councilmember Saunders to approve Resolution No. R-20-024 amending the Policies and Procedures for Boards and Commissions.

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 Keith Herring	Yes
Councilmember Clint Kolby	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

14. Discussion and Update on the City of Brenham's COVID-19 (Coronavirus) Response and Recovery Efforts

City Manager James Fisher reported on the following:

- City Hall will return to regular hours on Monday, July 6.
- All playgrounds, sports courts are now open.
- Hot Nights, Cool Tunes will take place as planned. Staff will have signage to remind attendees to social distance.

15. Administrative/Elected Officials Report

City Manager James Fisher reported on the following:

- A press release from Mayor Tate and the City Council will be issued today declaring that the City of Brenham stands with our community, our State and Nation in condemning incidents of violence and clearly declares that racism has no place in our community or society. The City Council is committed to ensure that everyone is treated fairly within our community and that compassion, kindness, understanding, professionalism, and a servant's heart are at the foundation of the City's service to the community. The press release will be given to the media, distributed to all City employees, and posted on the City's website.
- Upcoming FY21 budget workshop dates are July 9, July 15, and July 16.
- Chief Parker has reviewed the Brenham Police Department's Standard Operating Procedures and has confirmed that "choke holds" and "bar holds" have never been allowed by Brenham PD.
- The City is planning a community picnic for Sunday, July 19th at Fireman's Park and Henderson Park. More information will be coming soon about the planned event.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



AGENDA ITEM 4-b.

DATE OF MEETING: 7-2-20		DATE SUBMITTED: 6-23-20	
DEPT. OF ORIGIN: Airport/Development Services		SUBMITTED BY: Kim Hodde	
MEETING TYPE:		CLASSIFICATION:	
☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION		☐ PUBLIC HEARING ☒ CONSENT ☐ REGULAR ☐ WORK SESSION	
ORDINANCE:			
☐ 1ST READING ☐ 2ND READING ☐ RESOLUTION			
AGENDA ITEM DESCRIPTION: Approve Three (3) Ground Space Lease Agreements with Todd Poehlmann for Hangar Space at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY STATEMENT: Jerry LeGard sold his hangars located at 3155 Aviation Way, hangars (A-1), (A-7), and (A-8) to Todd Poehlmann; therefore, new lease agreements need to be executed with Mr. Poehlmann. Execution of these new lease agreements will terminate the previous lease agreements with Jerry LeGard. The total lease area for hangar (A-1) is 1,458 square feet. The total lease area for hangar (A-7) is 1,492 square feet and the total lease area for hangar (A-8) is 1,072 square feet. The lease agreements are the City's standard ground-space lease for \$0.10 cents per square foot and the lease rate may increase up to \$0.02 per square foot in a five-year period as the prevailing rates change.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS: B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) Lease Agreement for 3155 Aviation Way (A-1); (2) Lease Agreement for 3155 Aviation Way (A-7); and (3) Lease Agreement for 3155 Aviation Way (A-8)			
FUNDING SOURCE (Where Applicable):			
RECOMMENDED ACTION: Approve three (3) ground space lease agreements with Todd Poehlmann for hangar space at the Brenham Municipal Airport and authorize the Mayor to execute any necessary documentation.			
APPROVALS: James Fisher			

LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH TODD POEHLMANN

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 TODD POEHLMANN, hereinafter called "Lessee":

WITNESSETH:

Lessor, in consideration of the premises and the covenants and agreements herein undertaken to be kept and performed by Lessee does lease unto said Lessee the following described property situated in Washington County, Texas, to have and to hold all and singular the said premises and improvements thereon, together with the rights, privileges and appurtenances thereunto belonging unto said Lessee under the following terms and provisions:

ARTICLE I – PREMISES AND PRIVILEGES

A. DESCRIPTION OF PREMISES.

For and in consideration of the terms, conditions and covenants of this Lease to be performed by Lessee, all of which Lessee accepts, City hereby leases to Lessee the premises being an area located on the City of Brenham Municipal Airport, north of the CITY OF BRENHAM, TEXAS and being a space of land located as shown on the attached "EXHIBIT A".

Lessee accepts the premises in their present condition subject to and including all defects and Lessee will, without expense to City, repair and maintain any installations thereon and remove, or cause to be removed, any debris, buildings or improvements to the extent required for Lessee's use thereof.

B. TERM.

The term of said lease is for a period of thirty (30) years commencing June 8, 2020 and terminating June 7, 2050. The rent for the first year shall be ten (\$.10) cents per square foot per year for 1,458 square feet, payable annually on the anniversary hereof. Any rental fee not paid by the tenth of the month is subject to a late fee of five (\$5) dollars. The Lessee acknowledges and agrees that the City reserves the right to adjust the Lease rental rate in an amount not to exceed an increase of two (\$.02) cents per square foot in a five (5) year period.

C. ACCESS.

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

D. OBJECTS AND PURPOSES OF LEASE.

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

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

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

E. CITY'S RESERVED RIGHTS.

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

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

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

leases for non-commercial aviation or non-aviation purposes at terms different from those set forth herein.

F. PROHIBITED USES.

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

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

G. EXPIRATION.

Upon the expiration of this Lease,

1. The City may purchase building and improvements on the lease area at a fair market value as determined by an Independent Appraiser mutually agreeable to the City and the Lessee, all fees for such appraisal services to be paid by the Lessee, or
2. The City may enter into a new lease agreement for the lease area.

H. DEFAULT.

Any of the following events constitutes default:

1. An act of the Lessee which is in variation with the site plan and is not corrected after 30 days' notice by Lessor to Lessee of said default,
2. The nonperformance by Lessee of any other covenant or condition of this lease which is not cured within thirty (30) days after written notice thereof from Lessor, or
3. The subjection of any of Lessee's property to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency.

I. LESSOR'S RIGHTS UPON DEFAULT.

On the occurrence of any of the events defined as constituting "default", Lessor may without notice to or demand on Lessee, take possession of the leased property and lease the same or any portion thereof, for such period and such rental, and to such persons, as Lessor shall elect.

J. MORTGAGE OF LEASEHOLD INTEREST.

Lessee shall have the right subject to City Manager approval to place a first mortgage lien upon its leasehold. Any approved lender shall notify City of all action taken by it in the event payments on such loans shall become delinquent.

ARTICLE II – OBLIGATIONS OF LESSEE

A. NET LEASE: MAINTENANCE AND OPERATION.

The use and occupancy of the leased premises by Lessee will be without cost or expense to City. It shall be the sole responsibility of Lessee to construct, maintain, repair and operate the entirety of the leased premises and any improvements and facilities constructed thereon at Lessee's sole cost and expense except as specifically set forth in this article.

Lessee shall maintain the leased premises at all times in a safe, neat, and attractive condition and shall not permit the accumulation of any trash or debris on the premises. Lessee shall repair all damages to said premises caused by its employees, patrons, or its operation thereon; shall maintain and repair all buildings, pavements, equipment, and improvements; and shall repaint the buildings, as necessary. Lessee shall pay all taxes against the property and indemnify City from any tax lien.

City reserves the right to make periodic inspection of leased premises and improvements and equipment therein during normal business hours.

City, in its reasonable discretion, shall be the sole judge of the quality of maintenance that shall uniformly apply to all airport tenants. Upon written notice by City to Lessee, Lessee shall be required to perform whatever reasonable maintenance City deems necessary. If said maintenance is not undertaken by Lessee within ten (10) days after receipt of written notice, City shall have the right to enter upon the leased premises and perform the necessary maintenance, the cost of which shall be borne by Lessee.

B. ALTERATIONS TO AND CONDITIONS OF PREMISES.

Any change in exterior paint colors shall be subject to the prior written approval of the City of Brenham. Lessee agrees not to construct, install, remove and/or materially modify any of the buildings or premises leased hereunder without prior written approval of the City of Brenham subject to the conditions considered by City to be necessary.

Lessee shall not remove or demolish, in whole or in part, any improvements upon the premises without the prior written consent of City, which may, at its discretion, condition such consent upon the obligation of Lessee to replace the same by an improvement specified in such consent.

C. TRASH, GARBAGE, LANDSCAPING.

Lessee shall provide a complete and proper arrangement of the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse caused as a result of the operation of its business. Lessee shall provide and use approved receptacles for all such garbage, trash, and other refuse. Piling of boxes, cartons, barrels or other similar items in an unattractive or unsafe manner, on or about the leased premises, is prohibited.

Lessee shall be responsible for maintaining suitably attractive yard-appearance, as follows: Lessee shall be responsible for groundskeeping and shall screen any outside storage or work areas by the use of an opaque fence or other suitable opaque barrier so that such storage or work areas shall be hidden from public view from the street.

Lessee is specifically responsible for mowing (and to ensure that weed or grass growth is never allowed in excess of that allowed by City weed ordinance requirements) and removal of weeds from around fences and buildings for the area within ten feet of the property shown on the attached Exhibit "A". Lessee is encouraged to provide additional landscaping beyond the minimum required by City to assist in enhancing Airport appearance.

D. SIGNS.

Lessee may not install identifying signs on the leased premises except with the written permission of City Manager.

E. UTILITIES.

Lessee shall assume and pay for all costs or charges for utility services furnished to Lessee during the term hereof; provided, however, that Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and Lessee shall pay for any and all service charges incurred therefor.

F. FIELD USE CHARGES.

Nothing herein shall be deemed to relieve Lessee and its tenants, sublessees, patrons, invitees, and others from field landing fees, nor its guests from fuel flowage fees, as are levied by City or the Fixed Base Operator.

G. PAYMENTS DUE.

Lessee agrees that no payments owed by Lessee of any nature whatsoever to City, including payment in advance for service charges, such as garbage collection, or any other sums of any character whatsoever, shall become delinquent or in arrears.

H. COMPLIANCE WITH RULES.

Lessee will comply with any and all federal or state laws, rules and regulations, and all regulations made by the City of Brenham and approved by the City Council.

I. NONDISCRIMINATION/FEDERALLY REQUIRED ASSURANCES.

Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby agree that “as a covenant running with the land” (1) no person on the grounds of race, color, sex, creed, national origin, or handicapped status shall be excluded from participation in, denied the benefits of , or be otherwise subjected to discrimination in the use of said facilities, or in the construction of any improvements on, or under such land, or the furnishing of services thereof, and (2) that Lessee shall use the premises in compliance with and conduct its operations in accordance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, or Section 504 of the Rehabilitation of 1973 (23 USC 794) and 49 CFR Part 27 and as said regulations may be amended, and that Lessee will comply with such enforcement procedures as the United States might demand that City take.

J. FAA AND OTHER APPROVAL OF USE.

Lessee agrees to secure approval from the Federal Aviation Administration concerning the height and location of all buildings or improvements or modifications thereof which may be constructed or installed on the leased premises and to satisfy any applicable environment or other requirements of federal, state, and local authorities as to noise, smoke, fumes emissions, storm water, or other hazards or potential hazards or other offensive nuisances, if any, which may occur as a result of Lessee’s operations on the premises.

K. NON-INTERFERENCE WITH OPERATION OF AIRPORT/EASEMENTS.

1. Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft at Airport or otherwise constitute a hazard. If Lessee violates this, City reserves the right to enter upon the premises and remove the interference at the expense of the Lessee.
2. City shall maintain and keep in good repair the landing area of the Airport and shall have the right to direct and control all activities of the Lessee in this regard.
3. City shall retain an easement over, above and on the premises in relation to aircraft noise and the utilization of the air space for the purposes of the operation of said Airport.

L. LESSEE AUTHORITY.

The officers of the Lessee which execute this lease represent and promise that they are duly authorized by corporate resolution or other appropriate authorization to execute the same on behalf of Lessee.

ARTICLE III – OTHER CONDITIONS

1. Lessee agrees to pay all public utility charges that may be assessed, including charges for gas, electric, water and any other utility charge.
2. Any holding over by Lessee or his successors, at the expiration or termination of this lease, in whatever manner its termination may be brought about, shall not operate as a renewal of this lease, but during the period of such holding over Lessee shall be a tenant at the will of Lessor.
3. Lessee shall maintain property and casualty insurance in amounts satisfactory with Lessor and shall provide for public liability insurance in the amount of ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS in order to protect Lessor against claims arising because of the operation of Lessee. Lessee shall give evidence of insurability. CITY OF BRENHAM, TEXAS shall always be shown as an addition insured. Provided, however, if CITY OF BRENHAM, TEXAS so elects, it may take out said insurance and then prorate said costs to Lessee and any Sublessees on an equitable basis, as determined by CITY OF BRENHAM, TEXAS. The CITY OF BRENHAM reserves the right to require that the amount of any and all types of insurance may be increased upon the CITY OF BRENHAM giving thirty (30) days notice to Lessee or any sublessee.
4. The CITY OF BRENHAM requires that Lessee and users of Lessee's premises shall agree to be bound by all of the regular rules and regulations as may be set out by the F.A.A. as to pilots and their conduct and that they agree to abide by any and all local rules that may be approved by the City Council of the CITY OF BRENHAM, TEXAS, for pilots at the CITY OF BRENHAM MUNICIPAL AIRPORT and as may be adopted by the AIRPORT ADVISORY COMMITTEE of the CITY OF BRENHAM, TEXAS. Lessee shall agree that in the event he is found not to have abided by the rules or does not correct a situation required to be corrected by the City of Brenham, then and in that event he may lose his privilege to occupy the Hangar that is located on property being leased by the CITY OF BRENHAM, TEXAS.
5. This Lease is governed by the laws of the State of Texas and performable in Washington County, Texas.
6. If any provision herein is held to be invalid in a court of law, the invalidity of such provision shall in no way affect the validity of any other provision.
7. Any notice required herein shall be effective upon mailing to the address described herein by depositing said notice in the mail, certified mail – return receipt requested.

APPROVED this the ____ day of _____, 2020

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

TODD POEHLMANN (LESSEE)

Todd Poehlmann
3925 Old Independence Road
Brenham, Texas 77833
(979) 337-2727
toddpoehlmann@yahoo.com

Todd Poehlmann

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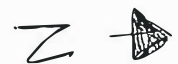
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EXHIBIT

A-11

LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH TODD POEHLMANN

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 TODD POEHLMANN, hereinafter called "Lessee":

WITNESSETH:

Lessor, in consideration of the premises and the covenants and agreements herein undertaken to be kept and performed by Lessee does lease unto said Lessee the following described property situated in Washington County, Texas, to have and to hold all and singular the said premises and improvements thereon, together with the rights, privileges and appurtenances thereunto belonging unto said Lessee under the following terms and provisions:

ARTICLE I – PREMISES AND PRIVILEGES

A. DESCRIPTION OF PREMISES.

For and in consideration of the terms, conditions and covenants of this Lease to be performed by Lessee, all of which Lessee accepts, City hereby leases to Lessee the premises being an area located on the City of Brenham Municipal Airport, north of the CITY OF BRENHAM, TEXAS and being a space of land located as shown on the attached "EXHIBIT A".

Lessee accepts the premises in their present condition subject to and including all defects and Lessee will, without expense to City, repair and maintain any installations thereon and remove, or cause to be removed, any debris, buildings or improvements to the extent required for Lessee's use thereof.

B. TERM.

The term of said lease is for a period of thirty (30) years commencing June 8, 2020 and terminating June 7, 2050. The rent for the first year shall be ten (\$.10) cents per square foot per year for 1,492 square feet, payable annually on the anniversary hereof. Any rental fee not paid by the tenth of the month is subject to a late fee of five (\$5) dollars. The Lessee acknowledges and agrees that the City reserves the right to adjust the Lease rental rate in an amount not to exceed an increase of two (\$.02) cents per square foot in a five (5) year period.

C. ACCESS.

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

D. OBJECTS AND PURPOSES OF LEASE.

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

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

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

E. CITY'S RESERVED RIGHTS.

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

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

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

leases for non-commercial aviation or non-aviation purposes at terms different from those set forth herein.

F. PROHIBITED USES.

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

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

G. EXPIRATION.

Upon the expiration of this Lease,

1. The City may purchase building and improvements on the lease area at a fair market value as determined by an Independent Appraiser mutually agreeable to the City and the Lessee, all fees for such appraisal services to be paid by the Lessee, or
2. The City may enter into a new lease agreement for the lease area.

H. DEFAULT.

Any of the following events constitutes default:

1. An act of the Lessee which is in variation with the site plan and is not corrected after 30 days' notice by Lessor to Lessee of said default,
2. The nonperformance by Lessee of any other covenant or condition of this lease which is not cured within thirty (30) days after written notice thereof from Lessor, or
3. The subjection of any of Lessee's property to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency.

I. LESSOR'S RIGHTS UPON DEFAULT.

On the occurrence of any of the events defined as constituting "default", Lessor may without notice to or demand on Lessee, take possession of the leased property and lease the same or any portion thereof, for such period and such rental, and to such persons, as Lessor shall elect.

J. MORTGAGE OF LEASEHOLD INTEREST.

Lessee shall have the right subject to City Manager approval to place a first mortgage lien upon its leasehold. Any approved lender shall notify City of all action taken by it in the event payments on such loans shall become delinquent.

ARTICLE II – OBLIGATIONS OF LESSEE

A. NET LEASE: MAINTENANCE AND OPERATION.

The use and occupancy of the leased premises by Lessee will be without cost or expense to City. It shall be the sole responsibility of Lessee to construct, maintain, repair and operate the entirety of the leased premises and any improvements and facilities constructed thereon at Lessee's sole cost and expense except as specifically set forth in this article.

Lessee shall maintain the leased premises at all times in a safe, neat, and attractive condition and shall not permit the accumulation of any trash or debris on the premises. Lessee shall repair all damages to said premises caused by its employees, patrons, or its operation thereon; shall maintain and repair all buildings, pavements, equipment, and improvements; and shall repaint the buildings, as necessary. Lessee shall pay all taxes against the property and indemnify City from any tax lien.

City reserves the right to make periodic inspection of leased premises and improvements and equipment therein during normal business hours.

City, in its reasonable discretion, shall be the sole judge of the quality of maintenance that shall uniformly apply to all airport tenants. Upon written notice by City to Lessee, Lessee shall be required to perform whatever reasonable maintenance City deems necessary. If said maintenance is not undertaken by Lessee within ten (10) days after receipt of written notice, City shall have the right to enter upon the leased premises and perform the necessary maintenance, the cost of which shall be borne by Lessee.

B. ALTERATIONS TO AND CONDITIONS OF PREMISES.

Any change in exterior paint colors shall be subject to the prior written approval of the City of Brenham. Lessee agrees not to construct, install, remove and/or materially modify any of the buildings or premises leased hereunder without prior written approval of the City of Brenham subject to the conditions considered by City to be necessary.

Lessee shall not remove or demolish, in whole or in part, any improvements upon the premises without the prior written consent of City, which may, at its discretion, condition such consent upon the obligation of Lessee to replace the same by an improvement specified in such consent.

C. TRASH, GARBAGE, LANDSCAPING.

Lessee shall provide a complete and proper arrangement of the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse caused as a result of the operation of its business. Lessee shall provide and use approved receptacles for all such garbage, trash, and other refuse. Piling of boxes, cartons, barrels or other similar items in an unattractive or unsafe manner, on or about the leased premises, is prohibited.

Lessee shall be responsible for maintaining suitably attractive yard-appearance, as follows: Lessee shall be responsible for groundskeeping and shall screen any outside storage or work areas by the use of an opaque fence or other suitable opaque barrier so that such storage or work areas shall be hidden from public view from the street.

Lessee is specifically responsible for mowing (and to ensure that weed or grass growth is never allowed in excess of that allowed by City weed ordinance requirements) and removal of weeds from around fences and buildings for the area within ten feet of the property shown on the attached Exhibit "A". Lessee is encouraged to provide additional landscaping beyond the minimum required by City to assist in enhancing Airport appearance.

D. SIGNS.

Lessee may not install identifying signs on the leased premises except with the written permission of City Manager.

E. UTILITIES.

Lessee shall assume and pay for all costs or charges for utility services furnished to Lessee during the term hereof; provided, however, that Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and Lessee shall pay for any and all service charges incurred therefor.

F. FIELD USE CHARGES.

Nothing herein shall be deemed to relieve Lessee and its tenants, sublessees, patrons, invitees, and others from field landing fees, nor its guests from fuel flowage fees, as are levied by City or the Fixed Base Operator.

G. PAYMENTS DUE.

Lessee agrees that no payments owed by Lessee of any nature whatsoever to City, including payment in advance for service charges, such as garbage collection, or any other sums of any character whatsoever, shall become delinquent or in arrears.

H. COMPLIANCE WITH RULES.

Lessee will comply with any and all federal or state laws, rules and regulations, and all regulations made by the City of Brenham and approved by the City Council.

I. NONDISCRIMINATION/FEDERALLY REQUIRED ASSURANCES.

Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby agree that “as a covenant running with the land” (1) no person on the grounds of race, color, sex, creed, national origin, or handicapped status shall be excluded from participation in, denied the benefits of , or be otherwise subjected to discrimination in the use of said facilities, or in the construction of any improvements on, or under such land, or the furnishing of services thereof, and (2) that Lessee shall use the premises in compliance with and conduct its operations in accordance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, or Section 504 of the Rehabilitation of 1973 (23 USC 794) and 49 CFR Part 27 and as said regulations may be amended, and that Lessee will comply with such enforcement procedures as the United States might demand that City take.

J. FAA AND OTHER APPROVAL OF USE.

Lessee agrees to secure approval from the Federal Aviation Administration concerning the height and location of all buildings or improvements or modifications thereof which may be constructed or installed on the leased premises and to satisfy any applicable environment or other requirements of federal, state, and local authorities as to noise, smoke, fumes emissions, storm water, or other hazards or potential hazards or other offensive uses, if any, which may occur as a result of Lessee’s operations on the premises.

K. NON-INTERFERENCE WITH OPERATION OF AIRPORT/EASEMENTS.

1. Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft at Airport or otherwise constitute a hazard. If Lessee violates this, City reserves the right to enter upon the premises and remove the interference at the expense of the Lessee.
2. City shall maintain and keep in good repair the landing area of the Airport and shall have the right to direct and control all activities of the Lessee in this regard.
3. City shall retain an easement over, above and on the premises in relation to aircraft noise and the utilization of the air space for the purposes of the operation of said Airport.

L. LESSEE AUTHORITY.

The officers of the Lessee which execute this lease represent and promise that they are duly authorized by corporate resolution or other appropriate authorization to execute the same on behalf of Lessee.

ARTICLE III – OTHER CONDITIONS

1. Lessee agrees to pay all public utility charges that may be assessed, including charges for gas, electric, water and any other utility charge.

2. Any holding over by Lessee or his successors, at the expiration or termination of this lease, in whatever manner its termination may be brought about, shall not operate as a renewal of this lease, but during the period of such holding over Lessee shall be a tenant at the will of Lessor.

3. Lessee shall maintain property and casualty insurance in amounts satisfactory with Lessor and shall provide for public liability insurance in the amount of ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS in order to protect Lessor against claims arising because of the operation of Lessee. Lessee shall give evidence of insurability. CITY OF BRENHAM, TEXAS shall always be shown as an addition insured. Provided, however, if CITY OF BRENHAM, TEXAS so elects, it may take out said insurance and then prorate said costs to Lessee and any Sublessees on an equitable basis, as determined by CITY OF BRENHAM, TEXAS. The CITY OF BRENHAM reserves the right to require that the amount of any and all types of insurance may be increased upon the CITY OF BRENHAM giving thirty (30) days notice to Lessee or any sublessee.

4. The CITY OF BRENHAM requires that Lessee and users of Lessee's premises shall agree to be bound by all of the regular rules and regulations as may be set out by the F.A.A. as to pilots and their conduct and that they agree to abide by any and all local rules that may be approved by the City Council of the CITY OF BRENHAM, TEXAS, for pilots at the CITY OF BRENHAM MUNICIPAL AIRPORT and as may be adopted by the AIRPORT ADVISORY COMMITTEE of the CITY OF BRENHAM, TEXAS. Lessee shall agree that in the event he is found not to have abided by the rules or does not correct a situation required to be corrected by the City of Brenham, then and in that event he may lose his privilege to occupy the Hangar that is located on property being leased by the CITY OF BRENHAM, TEXAS.

5. This Lease is governed by the laws of the State of Texas and performable in Washington County, Texas.

6. If any provision herein is held to be invalid in a court of law, the invalidity of such provision shall in no way affect the validity of any other provision.

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

APPROVED this the ____ day of _____, 2020

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

TODD POEHLMANN (LESSEE)

Todd Poehlmann
3925 Old Independence Road
Brenham, Texas 77833
(979) 337-2727
toddpoehlmann@yahoo.com

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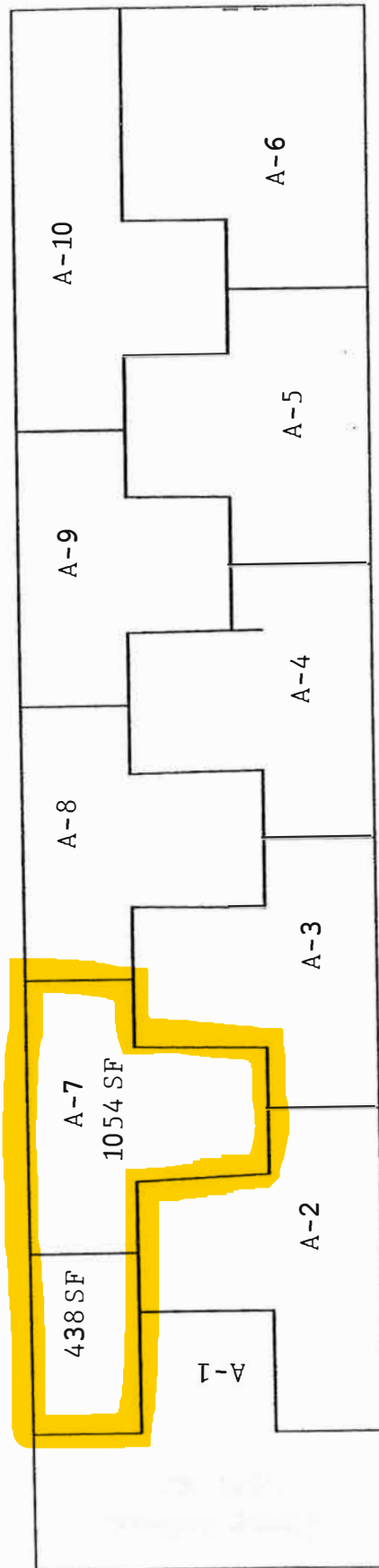


EXHIBIT A

LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH TODD POEHLMANN

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 TODD POEHLMANN, hereinafter called "Lessee":

WITNESSETH:

Lessor, in consideration of the premises and the covenants and agreements herein undertaken to be kept and performed by Lessee does lease unto said Lessee the following described property situated in Washington County, Texas, to have and to hold all and singular the said premises and improvements thereon, together with the rights, privileges and appurtenances thereunto belonging unto said Lessee under the following terms and provisions:

ARTICLE I – PREMISES AND PRIVILEGES

A. DESCRIPTION OF PREMISES.

For and in consideration of the terms, conditions and covenants of this Lease to be performed by Lessee, all of which Lessee accepts, City hereby leases to Lessee the premises being an area located on the City of Brenham Municipal Airport, north of the CITY OF BRENHAM, TEXAS and being a space of land located as shown on the attached "EXHIBIT A".

Lessee accepts the premises in their present condition subject to and including all defects and Lessee will, without expense to City, repair and maintain any installations thereon and remove, or cause to be removed, any debris, buildings or improvements to the extent required for Lessee's use thereof.

B. TERM.

The term of said lease is for a period of thirty (30) years commencing June 8, 2020 and terminating June 7, 2050. The rent for the first year shall be ten (\$.10) cents per square foot per year for 1,072 square feet, payable annually on the anniversary hereof. Any rental fee not paid by the tenth of the month is subject to a late fee of five (\$5) dollars. The Lessee acknowledges and agrees that the City reserves the right to adjust the Lease rental rate in an amount not to exceed an increase of two (\$.02) cents per square foot in a five (5) year period.

C. ACCESS.

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

D. OBJECTS AND PURPOSES OF LEASE.

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

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

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

E. CITY'S RESERVED RIGHTS.

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

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

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

leases for non-commercial aviation or non-aviation purposes at terms different from those set forth herein.

F. PROHIBITED USES.

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

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

G. EXPIRATION.

Upon the expiration of this Lease,

1. The City may purchase building and improvements on the lease area at a fair market value as determined by an Independent Appraiser mutually agreeable to the City and the Lessee, all fees for such appraisal services to be paid by the Lessee, or
2. The City may enter into a new lease agreement for the lease area.

H. DEFAULT.

Any of the following events constitutes default:

1. An act of the Lessee which is in variation with the site plan and is not corrected after 30 days' notice by Lessor to Lessee of said default,
2. The nonperformance by Lessee of any other covenant or condition of this lease which is not cured within thirty (30) days after written notice thereof from Lessor, or
3. The subjection of any of Lessee's property to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency.

I. LESSOR'S RIGHTS UPON DEFAULT.

On the occurrence of any of the events defined as constituting "default", Lessor may without notice to or demand on Lessee, take possession of the leased property and lease the same or any portion thereof, for such period and such rental, and to such persons, as Lessor shall elect.

J. MORTGAGE OF LEASEHOLD INTEREST.

Lessee shall have the right subject to City Manager approval to place a first mortgage lien upon its leasehold. Any approved lender shall notify City of all action taken by it in the event payments on such loans shall become delinquent.

ARTICLE II – OBLIGATIONS OF LESSEE

A. NET LEASE: MAINTENANCE AND OPERATION.

The use and occupancy of the leased premises by Lessee will be without cost or expense to City. It shall be the sole responsibility of Lessee to construct, maintain, repair and operate the entirety of the leased premises and any improvements and facilities constructed thereon at Lessee's sole cost and expense except as specifically set forth in this article.

Lessee shall maintain the leased premises at all times in a safe, neat, and attractive condition and shall not permit the accumulation of any trash or debris on the premises. Lessee shall repair all damages to said premises caused by its employees, patrons, or its operation thereon; shall maintain and repair all buildings, pavements, equipment, and improvements; and shall repaint the buildings, as necessary. Lessee shall pay all taxes against the property and indemnify City from any tax lien.

City reserves the right to make periodic inspection of leased premises and improvements and equipment therein during normal business hours.

City, in its reasonable discretion, shall be the sole judge of the quality of maintenance that shall uniformly apply to all airport tenants. Upon written notice by City to Lessee, Lessee shall be required to perform whatever reasonable maintenance City deems necessary. If said maintenance is not undertaken by Lessee within ten (10) days after receipt of written notice, City shall have the right to enter upon the leased premises and perform the necessary maintenance, the cost of which shall be borne by Lessee.

B. ALTERATIONS TO AND CONDITIONS OF PREMISES.

Any change in exterior paint colors shall be subject to the prior written approval of the City of Brenham. Lessee agrees not to construct, install, remove and/or materially modify any of the buildings or premises leased hereunder without prior written approval of the City of Brenham subject to the conditions considered by City to be necessary.

Lessee shall not remove or demolish, in whole or in part, any improvements upon the premises without the prior written consent of City, which may, at its discretion, condition such consent upon the obligation of Lessee to replace the same by an improvement specified in such consent.

C. TRASH, GARBAGE, LANDSCAPING.

Lessee shall provide a complete and proper arrangement of the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse caused as a result of the operation of its business. Lessee shall provide and use approved receptacles for all such garbage, trash, and other refuse. Piling of boxes, cartons, barrels or other similar items in an unattractive or unsafe manner, on or about the leased premises, is prohibited.

Lessee shall be responsible for maintaining suitably attractive yard-appearance, as follows: Lessee shall be responsible for groundskeeping and shall screen any outside storage or work areas by the use of an opaque fence or other suitable opaque barrier so that such storage or work areas shall be hidden from public view from the street.

Lessee is specifically responsible for mowing (and to ensure that weed or grass growth is never allowed in excess of that allowed by City weed ordinance requirements) and removal of weeds from around fences and buildings for the area within ten feet of the property shown on the attached Exhibit "A". Lessee is encouraged to provide additional landscaping beyond the minimum required by City to assist in enhancing Airport appearance.

D. SIGNS.

Lessee may not install identifying signs on the leased premises except with the written permission of City Manager.

E. UTILITIES.

Lessee shall assume and pay for all costs or charges for utility services furnished to Lessee during the term hereof; provided, however, that Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and Lessee shall pay for any and all service charges incurred therefor.

F. FIELD USE CHARGES.

Nothing herein shall be deemed to relieve Lessee and its tenants, sublessees, patrons, invitees, and others from field landing fees, nor its guests from fuel flowage fees, as are levied by City or the Fixed Base Operator.

G. PAYMENTS DUE.

Lessee agrees that no payments owed by Lessee of any nature whatsoever to City, including payment in advance for service charges, such as garbage collection, or any other sums of any character whatsoever, shall become delinquent or in arrears.

H. COMPLIANCE WITH RULES.

Lessee will comply with any and all federal or state laws, rules and regulations, and all regulations made by the City of Brenham and approved by the City Council.

I. NONDISCRIMINATION/FEDERALLY REQUIRED ASSURANCES.

Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby agree that “as a covenant running with the land” (1) no person on the grounds of race, color, sex, creed, national origin, or handicapped status shall be excluded from participation in, denied the benefits of , or be otherwise subjected to discrimination in the use of said facilities, or in the construction of any improvements on, or under such land, or the furnishing of services thereof, and (2) that Lessee shall use the premises in compliance with and conduct its operations in accordance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, or Section 504 of the Rehabilitation of 1973 (23 USC 794) and 49 CFR Part 27 and as said regulations may be amended, and that Lessee will comply with such enforcement procedures as the United States might demand that City take.

J. FAA AND OTHER APPROVAL OF USE.

Lessee agrees to secure approval from the Federal Aviation Administration concerning the height and location of all buildings or improvements or modifications thereof which may be constructed or installed on the leased premises and to satisfy any applicable environment or other requirements of federal, state, and local authorities as to noise, smoke, fumes emissions, storm water, or other hazards or potential hazards or other offensive nuisances, if any, which may occur as a result of Lessee’s operations on the premises.

K. NON-INTERFERENCE WITH OPERATION OF AIRPORT/EASEMENTS.

1. Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft at Airport or otherwise constitute a hazard. If Lessee violates this, City reserves the right to enter upon the premises and remove the interference at the expense of the Lessee.
2. City shall maintain and keep in good repair the landing area of the Airport and shall have the right to direct and control all activities of the Lessee in this regard.
3. City shall retain an easement over, above and on the premises in relation to aircraft noise and the utilization of the air space for the purposes of the operation of said Airport.

L. LESSEE AUTHORITY.

The officers of the Lessee which execute this lease represent and promise that they are duly authorized by corporate resolution or other appropriate authorization to execute the same on behalf of Lessee.

ARTICLE III – OTHER CONDITIONS

1. Lessee agrees to pay all public utility charges that may be assessed, including charges for gas, electric, water and any other utility charge.
2. Any holding over by Lessee or his successors, at the expiration or termination of this lease, in whatever manner its termination may be brought about, shall not operate as a renewal of this lease, but during the period of such holding over Lessee shall be a tenant at the will of Lessor.
3. Lessee shall maintain property and casualty insurance in amounts satisfactory with Lessor and shall provide for public liability insurance in the amount of ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS in order to protect Lessor against claims arising because of the operation of Lessee. Lessee shall give evidence of insurability. CITY OF BRENHAM, TEXAS shall always be shown as an addition insured. Provided, however, if CITY OF BRENHAM, TEXAS so elects, it may take out said insurance and then prorate said costs to Lessee and any Sublessees on an equitable basis, as determined by CITY OF BRENHAM, TEXAS. The CITY OF BRENHAM reserves the right to require that the amount of any and all types of insurance may be increased upon the CITY OF BRENHAM giving thirty (30) days notice to Lessee or any sublessee.
4. The CITY OF BRENHAM requires that Lessee and users of Lessee's premises shall agree to be bound by all of the regular rules and regulations as may be set out by the F.A.A. as to pilots and their conduct and that they agree to abide by any and all local rules that may be approved by the City Council of the CITY OF BRENHAM, TEXAS, for pilots at the CITY OF BRENHAM MUNICIPAL AIRPORT and as may be adopted by the AIRPORT ADVISORY COMMITTEE of the CITY OF BRENHAM, TEXAS. Lessee shall agree that in the event he is found not to have abided by the rules or does not correct a situation required to be corrected by the City of Brenham, then and in that event he may lose his privilege to occupy the Hangar that is located on property being leased by the CITY OF BRENHAM, TEXAS.
5. This Lease is governed by the laws of the State of Texas and performable in Washington County, Texas.
6. If any provision herein is held to be invalid in a court of law, the invalidity of such provision shall in no way affect the validity of any other provision.
7. Any notice required herein shall be effective upon mailing to the address described herein by depositing said notice in the mail, certified mail – return receipt requested.

APPROVED this the ____ day of _____, 2020

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

TODD POEHLMANN (LESSEE)

Todd Poehlmann
3925 Old Independence Road
Brenham, Texas 77833
(979) 337-2727
toddpoehlmann@yahoo.com

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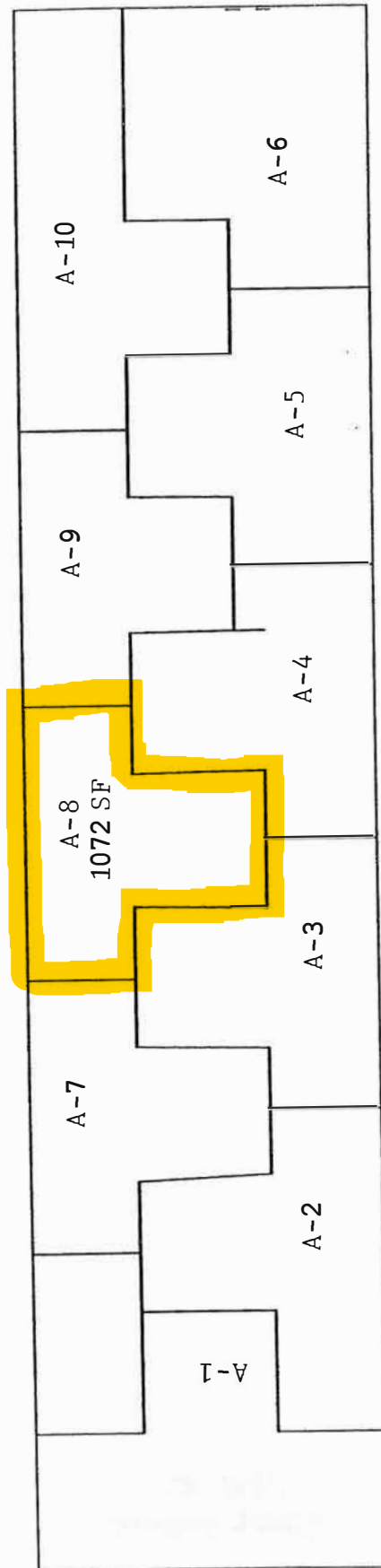


EXHIBIT A



AGENDA ITEM 4-c.

DATE OF MEETING: 7-2-20		DATE SUBMITTED: 6-23-20	
DEPT. OF ORIGIN: Airport/Development Services		SUBMITTED BY: Donald Reese / Kim Hodde	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	
☐ SPECIAL	☒ CONSENT	☐ 2 ND READING	
☐ EXECUTIVE SESSION	☐ REGULAR	☐ RESOLUTION	
	☐ WORK SESSION		
AGENDA ITEM DESCRIPTION: Approve Two (2) Ground Space Lease Agreements with Veruca Salt, LLC for Hangar Space at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation.			
SUMMARY STATEMENT:			
<u>3403 Aviation Way</u> Veruca Salt, LLC (Dianna Stanger) would like to construct a new 100x70 hangar at 3403 Aviation Way (on the south side of the new nested T-hangars next to the hangar that Mr. Doak built in 2019 and recently purchased by Ms. Stanger). Ms. Stanger's total lease space will be 12,000 square feet. The lease agreement is the City's standard ground-space lease for \$0.10 cents per square foot and the lease rate may increase up to \$0.02 per square foot in a five-year period as the prevailing rates change. <u>3405 Aviation Way</u> RIGA Aviation, LLC (Rick Doak) sold his hangar at 3405 Aviation Way; therefore, a new lease agreement needs to be executed with Veruca Salt, LLC (Dianna Stanger). Execution of this new lease agreement will terminate the previous lease agreement with RIGA Aviation, LLC (Rick Doak). Ms. Stanger's total lease space will be 7,200 square feet. The lease agreement is the City's standard ground-space lease for \$0.10 cents per square foot and the lease rate may increase up to \$0.02 per square foot in a five-year period as the prevailing rates change.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			

ATTACHMENTS: (1) Lease Agreement for 3403 Aviation Way; and (2) Lease Agreement for 3405 Aviation Way
FUNDING SOURCE (Where Applicable):
RECOMMENDED ACTION: Approve two (2) ground space lease agreements with Veruca Salt, LLC for hangar space at the Brenham Municipal Airport and authorize the Mayor to sign any necessary documentation.
APPROVALS: James Fisher

LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH VERUCA SALT, 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 VERUCA SALT, LLC (Dianna Stanger), hereinafter called "Lessee":

WITNESSETH:

Lessor, in consideration of the premises and the covenants and agreements herein undertaken to be kept and performed by Lessee does lease unto said Lessee the following described property situated in Washington County, Texas, to have and to hold all and singular the said premises and improvements thereon, together with the rights, privileges and appurtenances thereunto belonging unto said Lessee under the following terms and provisions:

ARTICLE I – PREMISES AND PRIVILEGES

A. DESCRIPTION OF PREMISES.

For and in consideration of the terms, conditions and covenants of this Lease to be performed by Lessee, all of which Lessee accepts, City hereby leases to Lessee the premises being an area located on the City of Brenham Municipal Airport, north of the CITY OF BRENHAM, TEXAS and being a space of land located as shown on the attached "EXHIBIT A".

Lessee accepts the premises in their present condition subject to and including all defects and Lessee will, without expense to City, repair and maintain any installations thereon and remove, or cause to be removed, any debris, buildings or improvements to the extent required for Lessee's use thereof.

B. TERM.

The term of said lease is for a period of thirty (30) years commencing June 1, 2020 and terminating May 31, 2050. The rent for the first year shall be ten (\$.10) cents per square foot per year for 12,000 square feet, payable annually on the anniversary hereof. Any rental fee not paid by the tenth of the month is subject to a late fee of five (\$5) dollars. The Lessee acknowledges and agrees that the City reserves the right to adjust the Lease rental rate in an amount not to exceed an increase of two (\$.02) cents per square foot in a five (5) year period.

C. ACCESS.

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

using said facilities and shall be subject to such weight and type use restrictions as the City Council deems necessary.

D. OBJECTS AND PURPOSES OF LEASE.

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

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

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

E. CITY'S RESERVED RIGHTS.

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

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

3. Other Contracts. This lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City of federal funds for the development of the Airport

4. Other Leases. Nothing herein contained shall limit City with respect to granting of leases to other aviation tenants under other terms as herein set forth or to granting of leases for non-commercial aviation or non-aviation purposes at terms different from those set forth herein.

F. PROHIBITED USES.

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

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

G. MANDATORY CONSTRUCTION.

Lessee agrees to commence construction of the improvements described within this section within 150 days of starting date of this lease. Generally, such improvements shall include a hangar having 7,000 square feet of space (100x70). Lessee agrees to complete all improvements within 365 days of the above date, except that a longer period of time may be granted by the City of Brenham upon a showing by the Lessee that progress has been delayed because of reasons beyond the control of Lessee. If Lessee fails to commence construction within 150 days of the date above stated or if Lessee fails to complete construction within 365 days of the date stated or within such additional period of time as granted by the City of Brenham, this lease shall become voidable at the City's option.

Lessee understands that all development shall conform to Airport Master Plan Guidelines and other Airport Rules and Regulations as approved by City Council. A site plan of Lessee's area is attached as Exhibit "A". Intentional failure to conform development to approved plans and as scheduled shall be cause for termination of this Lease upon failure to conform within thirty (30) days of City's notice to Lessee of its failure to conform.

Title to all improvements constructed or installed by Lessee on the leased premises shall throughout the term of this Lease remain in Lessee. However, upon expiration or termination of this Lease, Lessee shall have no further right or interest in the improvements, except as provided in Article I, Section H.

H. EXPIRATION.

Upon the expiration of this Lease,

1. The City may purchase building and improvements on the lease area at a fair market value as determined by an Independent Appraiser mutually agreeable to the City and the Lessee, all fees for such appraisal services to be paid by the Lessee, or
2. The City may enter into a new lease agreement for the lease area.

I. DEFAULT.

Any of the following events constitutes default:

1. An act of the Lessee which is in variation with the site plan and is not corrected after 30 days' notice by Lessor to Lessee of said default,
2. The nonperformance by Lessee of any other covenant or condition of this lease which is not cured within thirty (30) days after written notice thereof from Lessor, or
3. The subjection of any of Lessee's property to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency.

J. LESSOR'S RIGHTS UPON DEFAULT.

On the occurrence of any of the events defined as constituting "default", Lessor may without notice to or demand on Lessee, take possession of the leased property and lease the same or any portion thereof, for such period and such rental, and to such persons, as Lessor shall elect.

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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.

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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.

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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.

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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.

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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 _____, 2020

CITY OF BRENHAM (LESSOR)

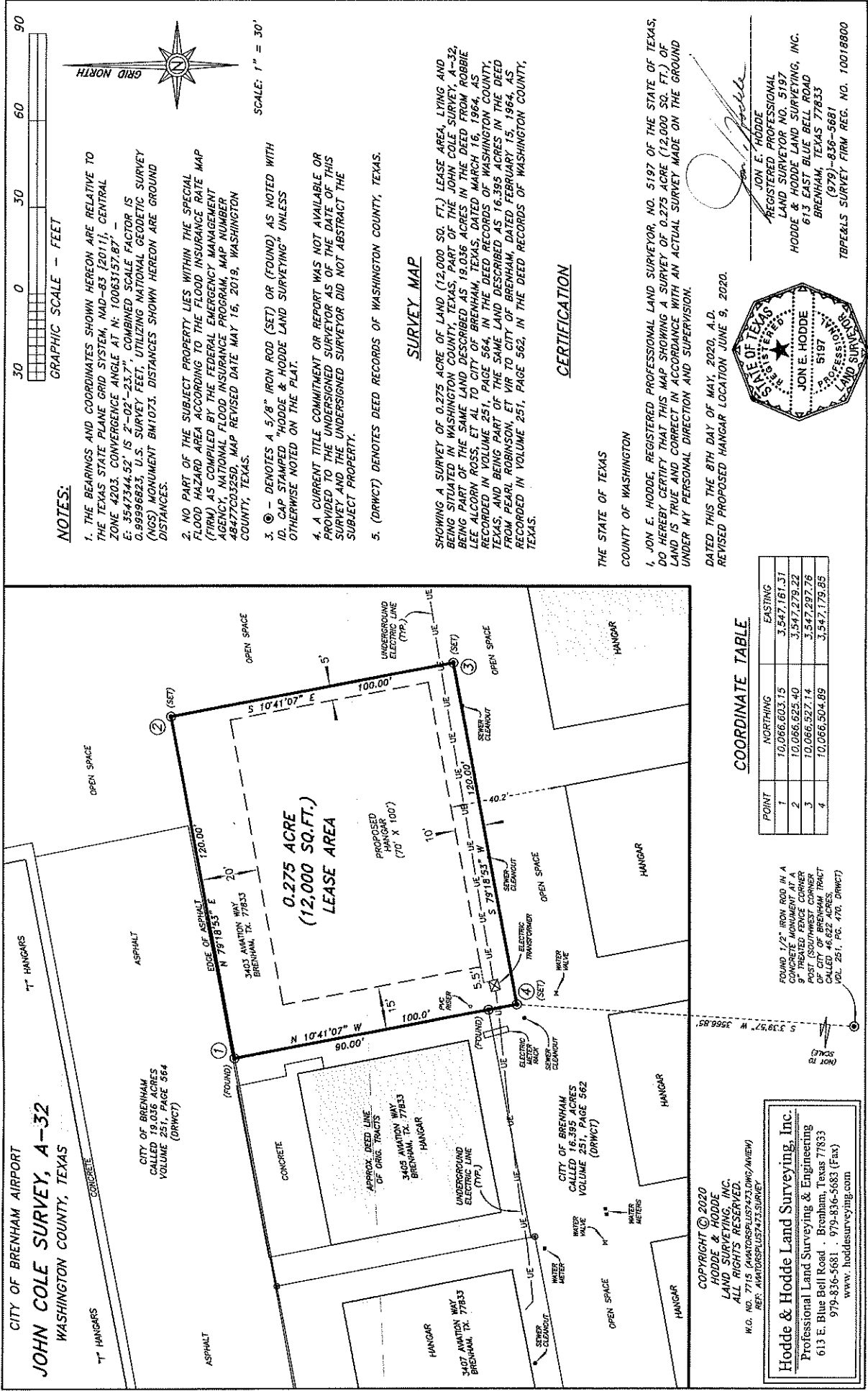
Milton Y. Tate, Jr., Mayor
City of Brenham
P. O. Box 1059
Brenham, TX 77834-1059

ATTEST:

Jeana Bellinger, City Secretary

VERUCA SALT, LLC (LESSEE)

Veruca Salt, LLC
Dianna Stanger
14355 State Highway 105
Washington, Texas 77880
(361) 920-5111
Dianna.stanger@gmail.com



NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE TEXAS STATE PLANE GRID SYSTEM, NAD-83 [2011], CENTRAL ZONE 4203, CONVERGENCE ANGLE AT N: 10063157.87" - E: 3547344.52" IS 2"-02'-23.7" COMBINED SCALE FACTOR IS 0.99996823, U.S. SURVEY FEET, UTILIZING NATIONAL GEODETIC SURVEY (NGS) MONUMENT BM1073, DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
2. NO PART OF THE SUBJECT PROPERTY LIES WITHIN THE SPECIAL FLOOD HAZARD AREA ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) AS COMPILED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, MAP NUMBER 4647C0225D, MAP REVISED DATE MAY 16, 2019, WASHINGTON COUNTY, TEXAS.
3. © - DENOTES A 5/8" IRON ROD (SET) OR (FOUND) AS NOTED WITH ID. CAP STAMPED "HODDE & HODDE LAND SURVEYING" UNLESS OTHERWISE NOTED ON THE PLAT.
4. A CURRENT TITLE COMMITMENT OR REPORT WAS NOT AVAILABLE OR PROVIDED TO THE UNDERSIGNED SURVEYOR AS OF THE DATE OF THIS SURVEY AND THE UNDERSIGNED SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY.
5. (DRWCT) DENOTES DEED RECORDS OF WASHINGTON COUNTY, TEXAS.

SURVEY MAP

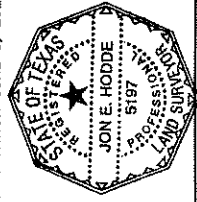
SHOWING A SURVEY OF 0.275 ACRE OF LAND (12,000 SQ. FT.) LEASE AREA LYING AND BEING SITUATED IN WASHINGTON COUNTY, TEXAS, PART OF THE JOHN COLE SURVEY, A-32, BEING PART OF THE SAME LAND DESCRIBED AS 8.015 ACRES IN THE DEED FROM ROBBIE LEE ALCOB, ROSS ET AL TO CITY OF BRENNHAM, TEXAS DATED MARCH 1984, COUNTY, TEXAS, AND BEING PART OF THE SAME LAND DESCRIBED AS 6.308 ACRES IN THE DEED FROM PEARL ROBINSON ET VIR TO CITY OF BRENNHAM DATED FEBRUARY 15, 1963, AS RECORDED IN VOLUME 251, PAGE 562, IN THE DEED RECORDS OF WASHINGTON COUNTY, TEXAS.

CERTIFICATION

THE STATE OF TEXAS
COUNTY OF WASHINGTON

I, JON E. HODDE, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5197 OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS MAP SHOWING A SURVEY OF 0.275 ACRE (12,000 SQ. FT.) OF LAND IS TRUE AND CORRECT IN ACCORDANCE WITH AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY PERSONAL DIRECTION AND SUPERVISION.

DATED THIS 8TH DAY OF MAY, 2020, A.D.
REVISED PROPOSED HANGAR LOCATION JUNE 9, 2020.



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

COORDINATE TABLE

POINT	NORTHING	EASTING
1	10,066,603.15	3,547,181.31
2	10,066,625.40	3,547,279.22
3	10,066,527.14	3,547,297.26
4	10,066,504.09	3,547,179.85

FOUND 1/2" IRON ROD IN A CONCRETE MONUMENT AT A 9" TREATED FENCE CORNER POST (SOUTHWEST CORNER) CALLED 46-622 ACRES VOL. 251, PG. 170, (DRWCT)

COPYRIGHT © 2020
HODDE & HODDE
LAND SURVEYING, INC.
ALL RIGHTS RESERVED.
W.G. NO. 7715 (MASTERSPLUST473.SURVEY
REF: AMTORSPLUST473.SURVEY

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

LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH VERUCA SALT, 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 VERUCA SALT, LLC (Dianna Stanger), hereinafter called "Lessee":

WITNESSETH:

Lessor, in consideration of the premises and the covenants and agreements herein undertaken to be kept and performed by Lessee does lease unto said Lessee the following described property situated in Washington County, Texas, to have and to hold all and singular the said premises and improvements thereon, together with the rights, privileges and appurtenances thereunto belonging unto said Lessee under the following terms and provisions:

ARTICLE I – PREMISES AND PRIVILEGES

A. DESCRIPTION OF PREMISES.

For and in consideration of the terms, conditions and covenants of this Lease to be performed by Lessee, all of which Lessee accepts, City hereby leases to Lessee the premises being an area located on the City of Brenham Municipal Airport, north of the CITY OF BRENHAM, TEXAS and being a space of land located as shown on the attached "EXHIBIT A".

Lessee accepts the premises in their present condition subject to and including all defects and Lessee will, without expense to City, repair and maintain any installations thereon and remove, or cause to be removed, any debris, buildings or improvements to the extent required for Lessee's use thereof.

B. TERM.

The term of said lease is for a period of thirty (30) years commencing June 1, 2020 and terminating May 31, 2050. The rent for the first year shall be ten (\$.10) cents per square foot per year for 7,200 square feet, payable annually on the anniversary hereof. Any rental fee not paid by the tenth of the month is subject to a late fee of five (\$5) dollars. The Lessee acknowledges and agrees that the City reserves the right to adjust the Lease rental rate in an amount not to exceed an increase of two (\$.02) cents per square foot in a five (5) year period.

C. ACCESS.

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

using said facilities and shall be subject to such weight and type use restrictions as the City Council deems necessary.

D. OBJECTS AND PURPOSES OF LEASE.

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

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

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

E. CITY'S RESERVED RIGHTS.

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

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

3. Other Contracts. This lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City of federal funds for the development of the Airport

4. Other Leases. Nothing herein contained shall limit City with respect to granting of leases to other aviation tenants under other terms as herein set forth or to granting of leases for non-commercial aviation or non-aviation purposes at terms different from those set forth herein.

F. PROHIBITED USES.

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

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

G. EXPIRATION.

Upon the expiration of this Lease,

1. The City may purchase building and improvements on the lease area at a fair market value as determined by an Independent Appraiser mutually agreeable to the City and the Lessee, all fees for such appraisal services to be paid by the Lessee, or
2. The City may enter into a new lease agreement for the lease area.

H. DEFAULT.

Any of the following events constitutes default:

1. An act of the Lessee which is in variation with the site plan and is not corrected after 30 days' notice by Lessor to Lessee of said default,
2. The nonperformance by Lessee of any other covenant or condition of this lease which is not cured within thirty (30) days after written notice thereof from Lessor, or

3. The subjection of any of Lessee's property to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency.

I. LESSOR'S RIGHTS UPON DEFAULT.

On the occurrence of any of the events defined as constituting "default", Lessor may without notice to or demand on Lessee, take possession of the leased property and lease the same or any portion thereof, for such period and such rental, and to such persons, as Lessor shall elect.

J. MORTGAGE OF LEASEHOLD INTEREST.

Lessee shall have the right subject to City Manager approval to place a first mortgage lien upon its leasehold. Any approved lender shall notify City of all action taken by it in the event payments on such loans shall become delinquent.

ARTICLE II – OBLIGATIONS OF LESSEE

A. NET LEASE: MAINTENANCE AND OPERATION.

The use and occupancy of the leased premises by Lessee will be without cost or expense to City. It shall be the sole responsibility of Lessee to construct, maintain, repair and operate the entirety of the leased premises and any improvements and facilities constructed thereon at Lessee's sole cost and expense except as specifically set forth in this article.

Lessee shall maintain the leased premises at all times in a safe, neat, and attractive condition and shall not permit the accumulation of any trash or debris on the premises. Lessee shall repair all damages to said premises caused by its employees, patrons, or its operation thereon; shall maintain and repair all buildings, pavements, equipment, and improvements; and shall repaint the buildings, as necessary. Lessee shall pay all taxes against the property and indemnify City from any tax lien.

City reserves the right to make periodic inspection of leased premises and improvements and equipment therein during normal business hours.

City, in its reasonable discretion, shall be the sole judge of the quality of maintenance that shall uniformly apply to all airport tenants. Upon written notice by City to Lessee, Lessee shall be required to perform whatever reasonable maintenance City deems necessary. If said maintenance is not undertaken by Lessee within ten (10) days after receipt of written notice, City shall have the right to enter upon the leased premises and perform the necessary maintenance, the cost of which shall be borne by Lessee.

B. ALTERATIONS TO AND CONDITIONS OF PREMISES.

Any change in exterior paint colors shall be subject to the prior written approval of the City of Brenham. Lessee agrees not to construct, install, remove and/or materially modify any of the buildings or premises leased hereunder without prior written approval of the City of Brenham subject to the conditions considered by City to be necessary.

Lessee shall not remove or demolish, in whole or in part, any improvements upon the premises without the prior written consent of City, which may, at its discretion, condition such consent upon the obligation of Lessee to replace the same by an improvement specified in such consent.

C. TRASH, GARBAGE, LANDSCAPING.

Lessee shall provide a complete and proper arrangement of the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse caused as a result of the operation of its business. Lessee shall provide and use approved receptacles for all such garbage, trash, and other refuse. Piling of boxes, cartons, barrels or other similar items in an unattractive or unsafe manner, on or about the leased premises, is prohibited.

Lessee shall be responsible for maintaining suitably attractive yard-appearance, as follows: Lessee shall be responsible for groundskeeping and shall screen any outside storage or work areas by the use of an opaque fence or other suitable opaque barrier so that such storage or work areas shall be hidden from public view from the street.

Lessee is specifically responsible for mowing (and to ensure that weed or grass growth is never allowed in excess of that allowed by City weed ordinance requirements) and removal of weeds from around fences and buildings for the area within ten feet of the property shown on the attached Exhibit "A". Lessee is encouraged to provide additional landscaping beyond the minimum required by City to assist in enhancing Airport appearance.

D. SIGNS.

Lessee may not install identifying signs on the leased premises except with the written permission of City Manager.

E. UTILITIES.

Lessee shall assume and pay for all costs or charges for utility services furnished to Lessee during the term hereof; provided, however, that Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and Lessee shall pay for any and all service charges incurred therefor.

F. FIELD USE CHARGES.

Nothing herein shall be deemed to relieve Lessee and its tenants, sublessees, patrons, invitees, and others from field landing fees, nor its guests from fuel flowage fees, as are levied by City or the Fixed Base Operator.

G. PAYMENTS DUE.

Lessee agrees that no payments owed by Lessee of any nature whatsoever to City, including payment in advance for service charges, such as garbage collection, or any other sums of any character whatsoever, shall become delinquent or in arrears.

H. COMPLIANCE WITH RULES.

Lessee will comply with any and all federal or state laws, rules and regulations, and all regulations made by the City of Brenham and approved by the City Council.

I. NONDISCRIMINATION/FEDERALLY REQUIRED ASSURANCES.

Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby agree that “as a covenant running with the land” (1) no person on the grounds of race, color, sex, creed, national origin, or handicapped status shall be excluded from participation in, denied the benefits of , or be otherwise subjected to discrimination in the use of said facilities, or in the construction of any improvements on, or under such land, or the furnishing of services thereof, and (2) that Lessee shall use the premises in compliance with and conduct its operations in accordance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, or Section 504 of the Rehabilitation of 1973 (23 USC 794) and 49 CFR Part 27 and as said regulations may be amended, and that Lessee will comply with such enforcement procedures as the United States might demand that City take.

J. FAA AND OTHER APPROVAL OF USE.

Lessee agrees to secure approval from the Federal Aviation Administration concerning the height and location of all buildings or improvements or modifications thereof which may be constructed or installed on the leased premises and to satisfy any applicable environment or other requirements of federal, state, and local authorities as to noise, smoke, fumes emissions, storm water, or other hazards or potential hazards or other offensive nuisances, if any, which may occur as a result of Lessee’s operations on the premises.

K. NON-INTERFERENCE WITH OPERATION OF AIRPORT/EASEMENTS.

1. Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft at Airport or otherwise constitute a hazard. If Lessee violates this, City reserves the right to enter upon the premises and remove the interference at the expense of the Lessee.
2. City shall maintain and keep in good repair the landing area of the Airport and shall have the right to direct and control all activities of the Lessee in this regard.
3. City shall retain an easement over, above and on the premises in relation to aircraft noise and the utilization of the air space for the purposes of the operation of said Airport.

L. LESSEE AUTHORITY.

The officers of the Lessee which execute this lease represent and promise that they are duly authorized by corporate resolution or other appropriate authorization to execute the same on behalf of Lessee.

ARTICLE III – OTHER CONDITIONS

1. Lessee agrees to pay all public utility charges that may be assessed, including charges for gas, electric, water and any other utility charge.
2. Any holding over by Lessee or his successors, at the expiration or termination of this lease, in whatever manner its termination may be brought about, shall not operate as a renewal of this lease, but during the period of such holding over Lessee shall be a tenant at the will of Lessor.
3. Lessee shall maintain property and casualty insurance in amounts satisfactory with Lessor and shall provide for public liability insurance in the amount of ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS in order to protect Lessor against claims arising because of the operation of Lessee. Lessee shall give evidence of insurability. CITY OF BRENHAM, TEXAS shall always be shown as an addition insured. Provided, however, if CITY OF BRENHAM, TEXAS so elects, it may take out said insurance and then prorate said costs to Lessee and any Sublessees on an equitable basis, as determined by CITY OF BRENHAM, TEXAS. The CITY OF BRENHAM reserves the right to require that the amount of any and all types of insurance may be increased upon the CITY OF BRENHAM giving thirty (30) days notice to Lessee or any sublessee.
4. The CITY OF BRENHAM requires that Lessee and users of Lessee's premises shall agree to be bound by all of the regular rules and regulations as may be set out by the F.A.A. as to pilots and their conduct and that they agree to abide by any and all local rules that may be approved by the City Council of the CITY OF BRENHAM, TEXAS, for pilots at the CITY OF BRENHAM MUNICIPAL AIRPORT and as may be adopted by the AIRPORT ADVISORY COMMITTEE of the CITY OF BRENHAM, TEXAS. Lessee shall agree that in the event he is found not to have abided by the rules or does not correct a situation required to be corrected by the City of Brenham, then and in that event he may lose his privilege to occupy the Hangar that is located on property being leased by the CITY OF BRENHAM, TEXAS.
5. This Lease is governed by the laws of the State of Texas and performable in Washington County, Texas.
6. If any provision herein is held to be invalid in a court of law, the invalidity of such provision shall in no way affect the validity of any other provision.
7. Any notice required herein shall be effective upon mailing to the address described herein by depositing said notice in the mail, certified mail – return receipt requested.

APPROVED this the ____ day of _____, 2020

CITY OF BRENHAM (LESSOR)

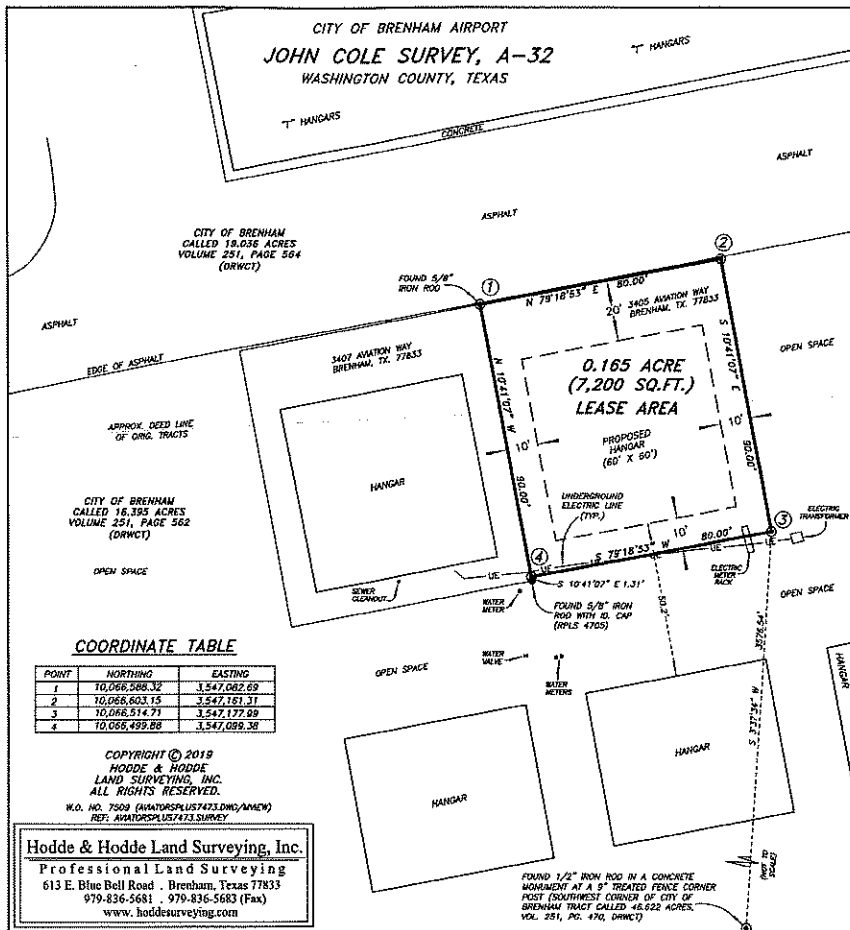
Milton Y. Tate, Jr., Mayor
City of Brenham
P. O. Box 1059
Brenham, TX 77834-1059

ATTEST:

Jeana Bellinger, City Secretary

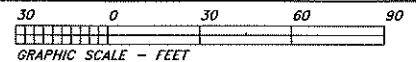
VERUCA SALT, LLC (LESSEE)

Veruca Salt, LLC
Dianna Stanger
14355 State Highway 105
Washington, Texas 77880
(361) 920-5111
Dianna.stanger@gmail.com



NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE TEXAS STATE PLANE GRID SYSTEM, NAD-83 [2011], CENTRAL ZONE 4203. CONVERGENCE ANGLE AT N: 10063157.87" - E: 3547344.52" IS 2'-02"-25.7". COMBINED SCALE FACTOR IS 0.99996823, U.S. SURVEY FEET, UTILIZING NATIONAL GEODETIC SURVEY (NGS) MONUMENT BM1073. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
2. NO PART OF THE SUBJECT PROPERTY LIES WITHIN THE SPECIAL FLOOD HAZARD AREA ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) AS COMPILED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, MAP NUMBER 48477C0325C, EFFECTIVE DATE AUGUST 16, 2011, WASHINGTON COUNTY, TEXAS.
3. (R) - DENOTES A 5/8" IRON ROD SET WITH ID. CAP STAMPED "HODDE & HODDE LAND SURVEYING" UNLESS OTHERWISE NOTED ON THE PLAT.
4. A CURRENT TITLE COMMITMENT OR REPORT WAS NOT AVAILABLE OR PROVIDED TO THE UNDERSIGNED SURVEYOR AS OF THE DATE OF THIS SURVEY AND THE UNDERSIGNED SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY.
5. (DRWCT) DENOTES DEED RECORDS OF WASHINGTON COUNTY, TEXAS.



SCALE: 1" = 30'

SURVEY MAP

SHOWING A SURVEY OF 0.165 ACRE (7,200 SQ. FT.) LEASE AREA, LYING AND BEING SITUATED IN WASHINGTON COUNTY, TEXAS, PART OF THE JOHN COLE SURVEY, A-32, BEING PART OF THE SAME LAND DESCRIBED AS 15.036 ACRES IN THE DEED FROM ROBBIE LEE ALCORN ROSS, ET AL TO CITY OF BRENNHAM, TEXAS, DATED MARCH 16, 1964, AS RECORDED IN VOLUME 251, PAGE 564, IN THE DEED RECORDS OF WASHINGTON COUNTY, TEXAS, AND BEING PART OF THE SAME LAND DESCRIBED AS 16.395 ACRES IN THE DEED FROM PEARL ROBINSON, ET VIR TO CITY OF BRENNHAM, DATED FEBRUARY 15, 1964, AS RECORDED IN VOLUME 251, PAGE 562, IN THE DEED RECORDS OF WASHINGTON COUNTY, TEXAS.

CERTIFICATION

THE STATE OF TEXAS
 COUNTY OF WASHINGTON

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

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



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



AGENDA ITEM 4-d.

DATE OF MEETING: July 2, 2020		DATE SUBMITTED: June 29, 2020	
DEPT. OF ORIGIN: Library		SUBMITTED BY: Andria Heiges	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	
☐ SPECIAL	☒ CONSENT	☐ 2 ND READING	
☐ EXECUTIVE SESSION	☐ REGULAR	☐ RESOLUTION	
	☐ WORK SESSION		
AGENDA ITEM DESCRIPTION: Accept Donation from the Fortnightly Club in the Amount of \$33,000.00 for the Nancy Carol Roberts Memorial Library and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY STATEMENT: The Fortnightly Club works hard each year to financially support the Nancy Carol Roberts Memorial Library with the proceeds from the annual used book sale and a solicitation campaign held in February and March. Books are collected, received, sorted, priced, and stored all year long by the club and over 95,000 items were available for purchase at this year's book sale. This year both projects resulted in significantly higher net revenue than in recent years and the Fortnightly Club has donated \$14,000.00 received from solicitations and \$19,000.00 received from the book sale. The Library is honored to receive the total donation of \$33,000.00 as a result of the hard work and many hours volunteered by the FC to benefit the Library.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) Donation letter from Fortnightly			
FUNDING SOURCE (Where Applicable):			
RECOMMENDED ACTION: Accept donation from the Fortnightly Club in the amount of \$33,000.00 for the Nancy Carol Roberts Memorial Library and authorize the Mayor to execute any necessary documentation			
APPROVALS: James Fisher			



The Fortnightly Club
P. O. Box 2531
Brenham, TX 77834-2531



June 11, 2020

Ms. Andria Heiges
City of Brenham
P. O. Box 1059
Brenham, TX 77834-1059

Dear Andria,

The Fortnightly Club is honored to present the Nancy Carol Roberts Memorial Library with the proceeds from its annual used book sale and solicitation campaign held in February and March 2020. Both projects resulted in significantly higher net revenue than in recent years.

We were gratified with the response we received from the public both in purchases made at the book sale and donations received separately. Both the book sale and solicitation proceeds indicate how much our community values the presence of the Nancy Carol Roberts Memorial Library.

Enclosed are the following checks which total \$ 33,000.00:

Proceeds from the book sale in the amount of \$ 19,000.00 to be used for circulation items

Proceeds from solicitations in the amount of \$ 14,000.00 designated as follows:

Books	\$ 200 *donor designated
Summer Reading Program	\$ 650
Summer Reading Program Presenter	\$ 250
Lego Program	\$ 125
Balance of solicitation proceeds	\$ 11,550 Library Donations/Memorial Fund

We are pleased to be able to continue our support of the Nancy Carol Roberts Memorial Library.

Sincerely,

Barbara Wahrmond
President

Lu Hollander
Book Sale Chair



AGENDA ITEM 4-e.

DATE OF MEETING: July 2, 2020	DATE SUBMITTED: June 24, 2020
DEPT. OF ORIGIN: Public Utilities	SUBMITTED BY: Donald Reese

MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
☒ REGULAR	☐ PUBLIC HEARING	☐ 1ST READING
☐ SPECIAL	☒ CONSENT	☐ 2ND READING
☐ EXECUTIVE SESSION	☐ REGULAR	☐ RESOLUTION
	☐ WORK SESSION	

AGENDA ITEM DESCRIPTION: Award of Base Bid and Alternate No. 1 for City of Brenham Project No. 66C-10 Related to the Munz Lift Station and Force Main Improvements to J&D Construction in the Amount of \$285,000.00 and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT: This project includes the construction of a new 360-gallon per minute (gpm) lift station, the installation of a 6-inch C900 Certa-Lok restrained joint integral bell (RJIB), a total of 1,040 linear feet of DR 18 polyvinyl chloride (PVC) force main, and the decommissioning of an existing lift station. This new lift station will replace the existing lift station damaged during Hurricane Harvey in 2017.

On June 18, 2020, sealed bids for this project were opened by Strand Associates, Inc. and City of Brenham staff.

Eight bids were received for the project with J&D Construction of Bronson, Texas submitting the lowest bid. The base bid for this project was \$283,500.00 and the alternate bid consisting of relocating the existing 3/4-inch water service was \$1,500.00.

Based on the review of the bid and information Strand Associates received from outside sources, City of Brenham and staff recommends awarding the bid to J&D Construction.

Bidder	Base Bid	Addendum 1
J&D Construction	283,500.00	1,500.00
Mercer Construction	391,475.00	1,000.00
Palasota Contracting, LLC	432,975.00	2,500.00
Solid Bridge Construction	449,625.00	None provided
Elliott Construction, LLC	454,737.50	1,750.00
Teal Services, LLC	454,985.00	1,250.00
Supak Construction, Inc.	516,643.75	625.00
Texcon	743,285.00	4,250.00

STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Strand Associates, Inc Letter of Recommendation (2) Bid Tabulation (3) Bid Tabulation Breakdown (4) Engineer's Opinion of Probable Construction Cost
FUNDING SOURCE (Where Applicable): 066-806.00
RECOMMENDED ACTION: Award of Base Bid and Alternate No. 1 for City of Brenham Project No. 66C-10 related to the Munz Lift Station and Force Main Improvements to J&D Construction in the amount of \$285,000.00 and authorize the Mayor to execute any necessary documentation
APPROVALS: James Fisher



Strand Associates, Inc.®
1906 Niebuhr Street
Brenham, TX 77833
(P) 979-836-7937

June 23, 2020

Mr. Donald Reese, Assistant City Manager
City of Brenham
200 West Vulcan Street
Brenham, TX 77833

Re: Munz Lift Station and Force Main Improvements
Project No. 2017-05
City of Brenham, Texas

Dear Mr. Reese:

Bids for the above-referenced project were opened on June 18, 2020. Eight bids were received with the resulting bid tabulation enclosed. The low bid of \$285,000.00 was less than ENGINEER's opinion of probable construction cost.

J & D Construction of Bronson, Texas, was the apparent low bidder at \$285,000.00. The bid included a bid bond for 5 percent and Addendum No. 1 was acknowledged. The bid is deemed to be responsive.

Strand Associates, Inc.® has not had previous experience with J & D Construction.

If you determine that J & D Construction is a responsible bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract in accordance with Article 19 of the Instructions to Bidders.

Sincerely,

STRAND ASSOCIATES, INC.®



Kelly M. Hajek, P.E.

Enclosure

TBPE No. F-8405
TBPLS No. 10030000

3900.157\G:\r\H\B\B\Documents\Specifications\Archive\2020\Brenham, City of\3900.157\2017-05.LGA\16) Specification Letters(a) Resulting Bid Tabulation\062320.docx

Bids Received: 2007 P.M., June 18, 2020

STRAND ASSOCIATES, INC.*
1908 Niehuir Street
Brenham, TX 77803

MUNIZ LIFT STATION AND FORCE MAIN IMPROVEMENTS

CONTRACT 2017-05

CITY OF BRENHAM, TEXAS

BID TABULATION BREAKDOWN

No.	Description	Quantity	J & D Construction		Mercer Construction Company		Palosota Contracting, LLC		Elliott Construction, LLC		Teal Services, LLC		Slapak Construction, Inc.		Tecnco	
			Unit	Price	Unit	Price	Unit	Price	Unit	Price	Unit	Price	Unit	Price	Unit	Price
1.	Mobilization. (Not to Exceed 10% of the Total Cost Less Mobilization).	1 LS	\$	5,259.25	\$	20,000.00	\$	35,000.00	\$	28,300.00	\$	15,000.00	\$	19,500.00	\$	40,000.00
2.	Construct All Improvements Related to the New Lift Station Site, including But Not Limited to: Wet Well, Submersible Pumps, Station Piping, Valves, Electrical Conduits, Fencing, Site Grading, Concrete Pad, Equipment, and Incidental.	1 LS	\$	200,000.00	\$	267,000.00	\$	289,000.00	\$	320,000.00	\$	329,895.00	\$	378,900.00	\$	529,655.00
3.	Decommission and Demolish the Existing Manx Lift Station and Appurtenances.	1 LS	\$	7,500.00	\$	8,500.00	\$	10,000.00	\$	8,000.00	\$	11,000.00	\$	2,850.00	\$	20,000.00
4.	Abandon Existing Sanitary Manhole in Place.	1 LS	\$	2,500.00	\$	500.00	\$	1,000.00	\$	1,200.00	\$	2,500.00	\$	1,850.00	\$	2,800.00
5.	6-IN C500 Coria-Lok RUIB DR18 PVC Sanitary Sewer by Directional Drill, Depth 0- to 6-FT with Trace Wire.	876 LF	\$	46.00	\$	75.00	\$	73,125.00	\$	65.00	\$	63,375.00	\$	80.25	\$	70,200.00
6.	6-IN C600 Coria-Lok RUIB DR18 PVC Sanitary Sewer by Open Cut, depth 0- to 6-FT with Trace Wire.	95 LF	\$	67.84	\$	46.00	\$	3,769.60	\$	60.00	\$	3,900.00	\$	47.50	\$	4,355.00
7.	6-IN ASTM D-3034 SDR 26 PVC Sanitary Sewer by Open Cut.	20 LF	\$	62.30	\$	60.00	\$	1,046.00	\$	82.00	\$	1,240.00	\$	62.50	\$	2,000.00
8.	10-IN ASTM D-3034 SDR 26 PVC Sanitary Sewer by Open Cut.	25 LF	\$	48.43	\$	75.00	\$	1,875.00	\$	65.00	\$	1,625.00	\$	77.50	\$	2,662.50
9.	10-IN ASTM D-3034 SDR 26 PVC Sanitary Sewer by Bore.	80 LF	\$	88.43	\$	100.00	\$	8,000.00	\$	94.00	\$	7,520.00	\$	142.50	\$	8,000.00
10.	Construct Precast Concrete Manhole.	2 EA	\$	2,500.00	\$	3,000.00	\$	10,000.00	\$	4,120.00	\$	3,000.00	\$	5,800.00	\$	9,000.00
11.	Construct Extra Depth for Precast Concrete Manhole.	3.5 VF	\$	250.00	\$	150.00	\$	525.00	\$	425.00	\$	1,487.50	\$	150.00	\$	1,575.00
12.	Perform Excavation Safety for Lift Station Construction.	1 LS	\$	1,000.00	\$	1,500.00	\$	2,000.00	\$	4,500.00	\$	5,000.00	\$	3,750.00	\$	7,500.00

SEASTRAND ASSOCIATES, INC. •
1906 Niebuhr Street
Brenham, TX 77833

MUNZ LIFT STATION AND FORCE MAIN IMPROVEMENTS

CONTRACT 2017-05

CITY OF BRENHAM, TEXAS

ALTERNATE BID BREAKDOWN

No.	Description	Quantity	Unit	Total Price	J & D Construction 4930 FM 1761 Bronson, TX 76930	Mercer Construction Company 909 N. Colorado Street Edna, TX 77857	Paliscan Contracting, LLC 13051 Hwy 21 North Zulch, TX 77672	Solid Bridge Construction 1204 Sam Houston Ave. #1 Huntsville, TX 77340	Elliott Construction, LLC 9915 South State Highway 6 Bryan, TX 77807	Total Services, LLC 4144 FM 244 Anderson, TX 77830	Sirpak Construction, Inc. 512 South Missouri Street Orchard, TX 77884	Texcon 1001 Innovation Drive Bryan, TX 77808
			Unit	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Recreate Existing 3/4-IN Water Service Including Tie-ins.	60 LF	\$	\$ 1,800.00	\$ 30.00	\$ 1,800.00	\$ 30.00	\$ -	\$ -	\$ 2,500.00	\$ 41.67	\$ 2,500.00
ENGINEER'S COMPUTED TOTAL ITEM NO. 1						\$ 1,500.00		\$ -	\$ 1,750.00	\$ 25.00	\$ 12.50	\$ 4,250.00
CONTRACTOR'S COMPUTED TOTAL ITEM NO. 1						\$ 1,500.00		*None Provided	\$ 1,750.00	\$ 25.00	\$ 1,250.00	\$ 4,250.00

CONTRACTOR'S COMPUTED TOTAL

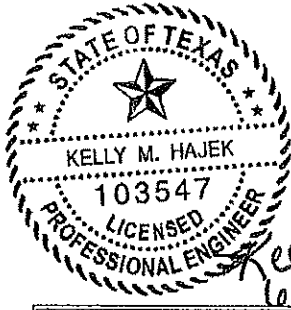
Reviewed by



6:23:2020
Zee

Bids Received: 2:00 P.M.
June 18, 2020

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



MUNZ LIFT STATION AND FORCE MAIN IMPROVEMENTS
CONTRACT 2017-05
CITY OF BRENHAM, TEXAS

BID TABULATION SUMMARY

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Total Base Bid	Total Alternate Bid
J & D Construction 4930 FM 1751 Bronson, TX 75930	5%	Yes	\$283,500.00	\$1,500.00
Mercer Construction Company 909 N. Colorado Street Edna, TX 77957	5%	Yes	\$391,475.00	\$1,000.00
Palasota Contracting, LLC 13651 Hwy 21 North Zulch, TX 77872	5%	Yes	\$432,975.00	\$2,500.00
Solid Bridge Construction 1204 Sam Houston Ave. #1 Huntsville, TX 77340	5%	Yes	\$449,625.00	None Provided
Elliott Construction, LLC 9915 South State Highway 6 Bryan, TX 77807	5%	Yes	\$454,737.50	\$1,750.00
Teal Services, LLC 4144 FM 244 Anderson, TX 77830	5%	Yes	\$454,985.00	\$1,250.00
Supak Construction, Inc. 512 South Missouri Street Orchard, TX 77464	5%	Yes	\$516,643.75	\$ 625.00
Texcon 1061 Innovation Drive Bryan, TX 77808	5%	Yes	\$743,285.00	\$4,250.00

Reviewed by: *[Signature]*

CITY OF BRENHAM, TEXAS
MUNZ LIFT STATION
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
May 11, 2020

Construction	Estimated Quantities	Units	Unit Price	Total Price
Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00
New Lift Station (360 gpm)	1	LS	\$ 240,000.00	\$ 240,000.00
Decomission and demolish the existing Munz lift station and appurtenances	1	LS	\$ 25,000.00	\$ 25,000.00
Install 6-inch C900 Certa-Lok RJB DR18 by Directional Drill	975	LF	\$ 60.00	\$ 58,500.00
Install 6-inch C900 Certa-Lok RJB DR18 by Open Cut	65	LF	\$ 55.00	\$ 3,575.00
Install New 10" PVC Gravity Sewer	50	LF	\$ 55.00	\$ 2,750.00
Install New 8" PVC Gravity Sewer	20	LS	\$ 50.00	\$ 1,000.00
Install New Manhole	2	EA	\$ 5,000.00	\$ 10,000.00
Trench Safety	50	LF	\$ 2.00	\$ 100.00
Excavation Safety for Lift Station	1	LS	\$ 5,000.00	\$ 5,000.00
Abandon Exsiting Manhole	1	LS	\$ 1,000.00	\$ 1,000.00
Perform Seeding in All Areas Disturbed by Construction	1	LS	\$ 1,500.00	\$ 1,500.00
Subtotal Construction Costs				\$ 363,425.00
Contingencies				\$ 30,000.00
TOTAL ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST				\$ 393,425.00



Kelly Hajek
5.11.2020

Kelly Hajek, P.E.
Strand Associates, Inc. (TBPE No. F-8405)
1906 Niebuhr Street
Brenham, TX 77833



AGENDA ITEM 5

DATE OF MEETING: July 2, 2020	DATE SUBMITTED: June 24, 2020	
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Shauna Laauwe	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☒ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☒ 1ST READING ☐ 2ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Public Hearing, Discussion and Possibly Act Upon an Ordinance on Its First Reading Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Allow an Accessory Dwelling Unit (ADU) in an R-2 Mixed-Residential Use Zoning District on Property Addressed as 501 Crockett Street and Further Described as Lot L1-A, Block E of the Woodlawn Heights Addition in Brenham, Washington County, Texas (Case Number P-20-025)		
SUMMARY STATEMENT: Alexander and Mikayla Knight (property owners/applicants) are requesting approval of a Specific Use Permit on approximately 0.389 acres of land (16,995 square feet) generally located southeast of Henderson Park on the northeast corner of Crockett Street and Hosea Street and addressed as 501 Crockett Street. The subject tract is developed with a 1,706 square foot single-family home and a 590 square foot detached garage and is zoned as R-2, Mixed Residential Use District. The current R-2 zoning designation allows for single-family and two-family homes, multifamily dwellings on less than two acres as permitted uses. In addition, uses such as accessory dwelling units (ADUs), churches, including educational or philanthropic uses, bed and breakfast homes, and multifamily developments on sites of two acres or more, are permitted in the R-2 District with prior approval of a Specific Use Permit (SUP). The applicant has requested a SUP to construct a detached accessory dwelling unit intended to be utilized as a mother-in-law quarters addition to be comprised of a bedroom, bathroom, living room, and dining area with kitchenette (See Attached Staff Report Exhibit F). The proposed ADU addition is to be oriented to front onto Riggs Street and consists of a 658 square foot (26’4”x 25’) structure to be attached to the north side of the existing garage (Staff Report Exhibit E). In addition to meeting the building codes and the requirements for structures and uses within the R-2 District, Section 10.02(4) of the Zoning Regulations lists six additional development standards for ADUs. The proposed ADU met or exceeded each of the additional development standards as noted in detail on page 3 of the Staff Report. The subject property and surrounding area are zoned R-2, and mostly comprised of single-family homes, with a B-1 District further to the north that is developed as the Parklane Villas multifamily complex. Approval of the proposed SUP would be in keeping with the development pattern and character of the general vicinity.		

The purpose of the SUP process is to identify those uses which might be appropriate within a zoning district but, due to either their location, function, or operation, could have a potentially harmful impact on adjacent properties or the surrounding area; and to provide for a procedure whereby such uses might be permitted by further restricting or conditioning them so as to mitigate or eliminate such adverse impacts. Staff finds that no adverse impacts to adjacent properties or surrounding area is anticipated due to the proposed compatible residential use, site plan, and compliance of the additional development standards.

On Monday, June 22, 2020, after conducting a Public Hearing, the Planning and Zoning Commission **voted unanimously to recommend approval** of the SUP request as presented.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS: The future land use map portion of the Envision 2020 Comprehensive Plan suggests the subject property, and the surrounding properties are appropriate for single family residential development. The proposed request aligns with the goals and land use policies established in the Comprehensive Plan.

B. CONS: None identified.

ALTERNATIVES (In Suggested Order of Staff Preference): N/A

ATTACHMENTS: (1) Ordinance for first reading; and (2) Staff Report to the Planning and Zoning Commission

FUNDING SOURCE (Where Applicable): N/A

RECOMMENDED ACTION: Approve an Ordinance on its first reading amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham granting a Specific Use Permit to allow an Accessory Dwelling Unit (ADU) in an R-2 Mixed-Residential Use Zoning District on property addressed as 501 Crockett Street and further described as Lot L1-A, Block E of the Woodlawn Heights Addition in Brenham, Washington County, Texas (Case Number P-20-025)

APPROVALS: James Fisher

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A – “ZONING” OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM GRANTING A SPECIFIC USE PERMIT TO ALLOW AN ACCESSORY DWELLING UNIT (ADU) USE IN AN R-2 MIXED-RESIDENTIAL ZONING DISTRICT ON APPROXIMATELY 0.389 ACRES OF LAND ADDRESSED AS 501 CROCKETT STREET, BEING FURTHER DESCRIBED AS BLOCK E, LOT L1-A OF THE WOODLAWN HEIGHT ADDITION IN BRENHAM, WASHINGTON COUNTY, TEXAS.

WHEREAS, the owner(s) of the 0.389 acres of land generally located southeast of Henderson Park on the northeast corner of Crockett Street and Hosea Street and addressed as 501 Crockett Street, being further described as Block E, Lot L1-A of the Woodlawn Height Addition, in Brenham, Washington County, Texas, (the “Property”), have requested that the Property be issued a Specific Use Permit for an Accessory Dwelling Unit; and

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

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

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

WHEREAS, this amendment was recommended unanimously for approval by the Brenham Planning and Zoning Commission during its regular meeting on June 22, 2020; and

WHEREAS, the City Council desires to approve this Ordinance granting the specific use permit, as described herein below; and

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

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

SECTION 1. That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, and the Official Zoning Map of the City of Brenham is hereby amended to grant a Specific Use Permit for an accessory dwelling unit (ADU) in an R-2 Mixed Residential use zoning district on approximately 0.389 acres of land addressed as 501 Crockett Street, being further described as Block E, Lot L1-A of the Woodlawn Height Addition in Brenham, Washington County, Texas (the "Property"), said 0.389 acres of land being more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION 2. Upon holding a properly notified public hearing, the City Council may amend, change, or rescind the Specific Use Permit granted by this Ordinance if:

- a. There is a violation and conviction of any of the provisions of this Ordinance, or any ordinance of the City of Brenham, that occurs on the Property;
- b. The premises, or Property, used pursuant to the Specific Use Permit granted by this Ordinance are enlarged, modified, structurally altered, or otherwise significantly changed unless a separate Specific Use Permit is granted for such enlargement, modification, structural alteration, or change;
- c. As otherwise permitted by law and/or Brenham's Zoning Ordinance, as it exists or may be amended.

SECTION 4. This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas.

PASSED and APPROVED on its first reading this the ____ day of _____ 2020.

PASSED and APPROVED on its second reading this the ____ day of _____ 2020.

ATTEST:

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT "A"



**Zoning Map
501 Crockett St**

CASE NUMBER P-20-025
SPECIFIC USE PERMIT REQUEST – ACCESSORY DWELLING UNIT

STAFF CONTACT:	Shauna Laauwe AICP, Project Planner
APPLICANT/OWNER:	Alexander and Mikayla Knight
ADDRESS/LOCATION:	501 Crockett Street
LEGAL DESCRIPTION:	Lot L1-A, Block E of the Woodlawn Height Addition
LOT AREA:	Approximately 0.389 acres
ZONING DISTRICT/USE:	R-2 Mixed Residential District (Exhibit B)
FUTURE LAND USE:	Residential (Exhibit C)
REQUEST:	A request for a Specific Use Permit to allow a proposed Accessory Dwelling Unit (ADU) in a R-2 Mixed Residential Zoning District (Exhibit D).

BACKGROUND:

The subject property is a 16,995 square foot, 0.389-acre lot is addressed as 501 Crockett Street and generally located southeast of Henderson Park on the northeast corner of Crockett Street and Hosea Street. As seen in Figure 1, the property has street frontages on three sides: along Crockett Street to the south, Hosea Street to the west and Riggs Street to the north. The property is zoned R-2, Mixed Residential Use District and is developed with a 1,706 square foot single-family home and a 590 square foot detached garage.

The applicants propose to construct a 658 square foot (26'4"x 25') accessory dwelling unit (ADU) addition attached to the north side of the existing garage (See Figure 2). The proposed ADU is intended to be utilized as a mother-in-law quarters addition that consists of a bedroom, bathroom, living room, and dining area with kitchenette (Exhibit F). The proposed ADU is oriented to face Riggs Street and includes a porch area and stone walkway to the street. As for off-street parking, in addition to the two required spaces for the principal structure, ADUs are

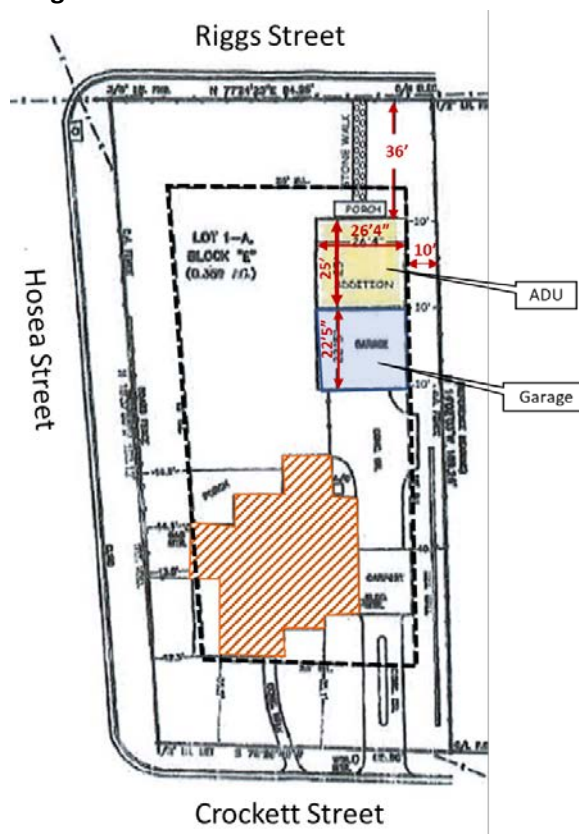
Figure 1



required to have at least one parking space located to the side or rear of the primary structure. The existing elongated driveway, in addition to the garage, meets the regulations and provides ample parking area to for the residents and guests of both the principal structure and accessory dwelling unit. Furthermore, the proposed ADU meets the minimum 10-foot side yard setback along the east property line and exceeds the minimum required 15 foot setback to the north and west, with a setback of 36 feet from the north property line along Riggs Street and approximately 54 feet from the west property line along Hosea Street.

The R-2 District allows accessory dwelling units (ADUs) with prior approval of a Specific Use Permit (SUP). Thus, the applicants are seeking a SUP to allow for the development of a proposed approximate 660 square foot accessory dwelling unit on a 0.389-acres of land in a R-2, Mixed Residential Use District.

Figure 2



ANALYSIS OF CITY OF BRENHAM ZONING POLICIES:

The purpose of zoning policies is to provide guidelines for considering future amendments to the zoning ordinance (Part 1, Section 4 of Appendix A – “Zoning” of the Brenham Code of Ordinances). They are as follows:

- (1) The city's zoning should recognize and seek to preserve the small-town attributes that make Brenham a special place for its citizens to live, work and play.

The approximate 0.4-acre tract of land is a corner lot generally located southeast of Henderson Park and on the northeast corner of Crockett Street and Hosea Street. The property has street frontages on three sides along Crockett Street to the south, Hosea Street to the west and Riggs Street to the north. The subject property and all surrounding properties are located within a R-2, Mixed Residential District that allows for a mix of residential uses to include single family and two family dwellings, in addition to multifamily dwellings on sites of less than two acres. The subject property and vicinity are developed as single-family homes. Further to the north, to the east of Henderson Park, is a tract within a B-1, Local Business/Residential Mixed-Use District that is developed as Parklane Villas, a multifamily residential complex. The applicants are requesting a SUP to allow the construction of an Accessory Dwelling Unit (ADU) addition to the north side of the existing detached garage.

The allowance and standards for ADUs were adopted within in the Zoning Regulations with Ordinance No. O-19-012 that was approved on March 7, 2019. The adopted regulations allow any homeowner living on a single-family zoned property may build an ADU with prior approval of a Specific Use Permit and a building permit. Any homeowner or business owner located in a B-1

zoning district may build an ADU with a building permit. This SUP request is the first to go through the process for ADU approval. Section 10.02(4) of the Zoning Regulations lists additional development standards that pertain to ADUs:

- a) Should the primary use be a single-family dwelling, the property owner's primary residence shall be the single-family dwelling or ADU.

The applicants/property owners will utilize the existing single-family dwelling as their primary residence.

- b) An ADU must be designed and constructed keeping with the general architecture and building material of the principal structure.

The proposed addition will be in the same general architecture style and building material of the principal structure. (See Exhibit F)

- c) An attached ADU shall be subject to the regulations affecting the principal structure. A detached ADU shall have side yards of not less than the required side yard for the principal structure and rear yards of not less than ten (10) feet.

The proposed ADU has an east side yard of 10 feet, a 36-foot setback from Riggs Street and will be approximately 55 feet from the west property line along Hosea Street.

- d) One (1) on-site parking space, located to the side or rear of the primary structure, shall be provided for the ADU in addition to the required parking for the principal structure.

The site has driveway access via Crockett Street. The existing driveway is approximately 105 feet deep and reaches to the detached garage to the rear of the home. The first 80-foot portion of the driveway in front of and beside the home is a single drive then widens to approximately 22 feet to support additional vehicles near the garage. Given the parking capacity of the existing driveway and garage, it does not appear necessary to provide an additional parking space for the ADU.

- e) The maximum habitable area of an ADU is limited to either one-half (1/2) of the habitable area of the principal structure, or one thousand (1,000) square feet, whichever is smaller.

The principal structure is 1,706 square feet in area and the proposed ADU is 658 square feet, less than ½ of the habitable area of the principal structure.

- f) ADUs shall not be HUD-code manufactured home or mobile home.

The proposed ADU will not be a HUD-code manufactured home or mobile home.

The SUP process allows staff to identify additional land uses, which may be appropriate in special circumstances. Several neighboring properties along Crockett Street and in the vicinity have permitted accessory structures that are utilized for a variety of uses from an art studio, to detached garages, to typical storage sheds. While the proposed ADU may be larger than some of the nearby accessory structures, the structure will not be out of character with the surrounding neighborhood. Staff recommends approval of the SUP request as the proposed ADU will be compatible with small-town attributes that make Brenham a special place for its citizens to live as it complies with the development standards for accessory dwelling units and will likely have minimum to no adverse impacts to the surrounding neighborhood.

- (2) The city's zoning should be guided by the future land use plan and other applicable guidelines found in the Comprehensive Plan.

The future land use map portion of the Historic Past, Bold Future 2040 Comprehensive Plan suggests the subject property and surrounding area as single-family residential use. The subject property and vicinity are currently developed as single-family uses and the requested SUP would not deter from the envisioned use. Staff finds that the proposed request aligns with the goals and land use policies established in the Comprehensive Plan.

- (3) The city's zoning should be designed to facilitate the more efficient use of existing and future city services and utility systems in accordance with the Comprehensive Plan.

The subject property has existing utilities available along both Hosea Street and Crockett Street. ADUs are an opportunity to increase density in a compatible manner within a residential area as they do not require additional infrastructure to be built to accommodate the new residence.

- (4) The city's zoning should be organized and as straight forward as possible to minimize use problems and enforcement problems.

The proposed SUP, if approved, will be reflected on the City of Brenham zoning map available for citizen viewing on the City of Brenham homepage.

- (5) The city's zoning process should be fair and equitable, giving all citizens adequate information and opportunity to be heard prior to adoption of zoning amendments.

Property owners within 200 feet of the project site were mailed notifications of this request on June 11, 2020. The Notice of Public Hearing was published in the Brenham Banner on June 11, 2020. Any public comments submitted to staff will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

- (6) The city's zoning should ensure that adequate open space is preserved as residential and commercial development and redevelopment occur.

If approved, the property will be required to adhere to the regulations of the R-2 District to include, the accessory dwelling unit development standards, minimum building setbacks and maximum impervious coverage requirements. The applicant has submitted a preliminary site plan (Exhibit E) which depicts the proposed location of the ADU and access. The applicant has also provided a proposed elevation and building floorplan (Exhibit F). Staff finds that the site development requirements will ensure that adequate open space is preserved on the subject property.

- (7) The city's zoning should ensure Brenham's attractiveness for the future location of business and housing by preserving an attractive and safe community environment in order to enhance the quality of life for all residents.

Staff finds that the requested land use is appropriate in this location given adjacent zoning designations, existing development in the vicinity, and conformance with the City's adopted Comprehensive Plan. The proposed development is in line with the Future Land Use Plan and the development requirements for Accessory Dwelling Units.

- (8) The city's zoning ordinance should preserve neighborhood culture by retaining and promoting land uses consistent with the community's plan for the development and/or redevelopment of its neighborhoods.

The subject property and the surrounding vicinity are located within a R-2 District, that allows for a mix of residential uses to include single family and two-family dwellings, and multifamily dwellings on sites of less than two acres. Further to the north is a B1, Local Business/Residential Mixed-Use District that is developed as Parklane Villas, a Brenham Housing Authority multifamily apartment complex. The ADU structure would not be out of character with the surrounding vicinity as several neighboring properties along Crockett Street and nearby have permitted accessory structures of varying sizes that are utilized for uses such as, an art studio, detached garages, to typical storage sheds. Staff finds that the proposed ADU is compatible to nearby land uses and consistent with the land use policies established in the Comprehensive Plan.

- (9) The city's zoning should protect existing and future residential neighborhoods from encroachment by incompatible uses.

Staff finds that approval of the proposed SUP to allow for further development of the property with an ADU will promote the orderly and healthful development of the community. This request, to allow a 658 square foot accessory dwelling unit to be constructed as an addition to an existing detached garage on a 0.389 acre lot, currently developed as a single-family residential use, will not adversely affect health, safety, morals, or general welfare of properties in the general vicinity or the community in general.

- (10) The city's zoning should assist in stabilizing property values by limiting or prohibiting the development of incompatible land uses or uses of land or structures which negatively impact adjoining properties.

Staff believes that the proposed development will have a positive effect on the surrounding area and will be compatible with anticipated uses surrounding this property. The proposed ADU will be constructed in accordance to the development standards set forth in the zoning ordinance and is in character with both the principal structure and nearby residential properties.

- (11) The city's zoning should make adequate provisions for a range of commercial uses in existing and future locations that are best suited to serve neighborhood, community, and regional markets.

If approved, the proposed SUP will allow for the construction of a 658 square foot, one bedroom, one bath ADU to provide a mother-in-law quarters for a relative of the property owners. Vacant commercial property is located along East Academy Street/State Highway 105 to the southeast. Staff believes that the proposed SUP, if approved, will not negatively affect vacant land classified for commercial uses.

- (12) The city's zoning should give reasonable accommodation to legally existing incompatible uses, but it should be fashioned in such a way that over time, problem areas will experience orderly change through redevelopment that gradually replaces the nonconforming uses.

The property is currently developed as a single-family home within a R-2, Mixed Residential District. Staff is not aware of any hindrances on the property created by legally existing incompatible uses. The applicant's request will allow the subject property to develop in a compatible, legally conforming manner.

(13) The city's zoning should provide for orderly growth and development throughout the city.

Staff finds approval of the proposed SUP will allow for the orderly growth and development in the general vicinity and throughout the city.

STAFF RECOMMENDATION:

Staff recommends **approval** of a Specific Use Permit to allow for the construction of an accessory dwelling unit, as provided in the application site plan, in a R-2 Mixed Residential Use Zoning District for the subject 0.389 acre tract of land that is located at 501 Crockett Street and legally described as Block E, Lots 1-A, Woodlawn Heights Addition.

EXHIBITS:

- A. Aerial Map
- B. Zoning Map
- C. Future Land Use Map
- D. Cover Letter to the Commission
- E. Proposed Site Plan
- F. Proposed Building Elevations & Floorplan
- G. Site photos

EXHIBIT "A"
AERIAL MAP



Aerial Map
501 Crockett St
ADU Request

1 inch = 89 feet



EXHIBIT "B"
ZONING MAP

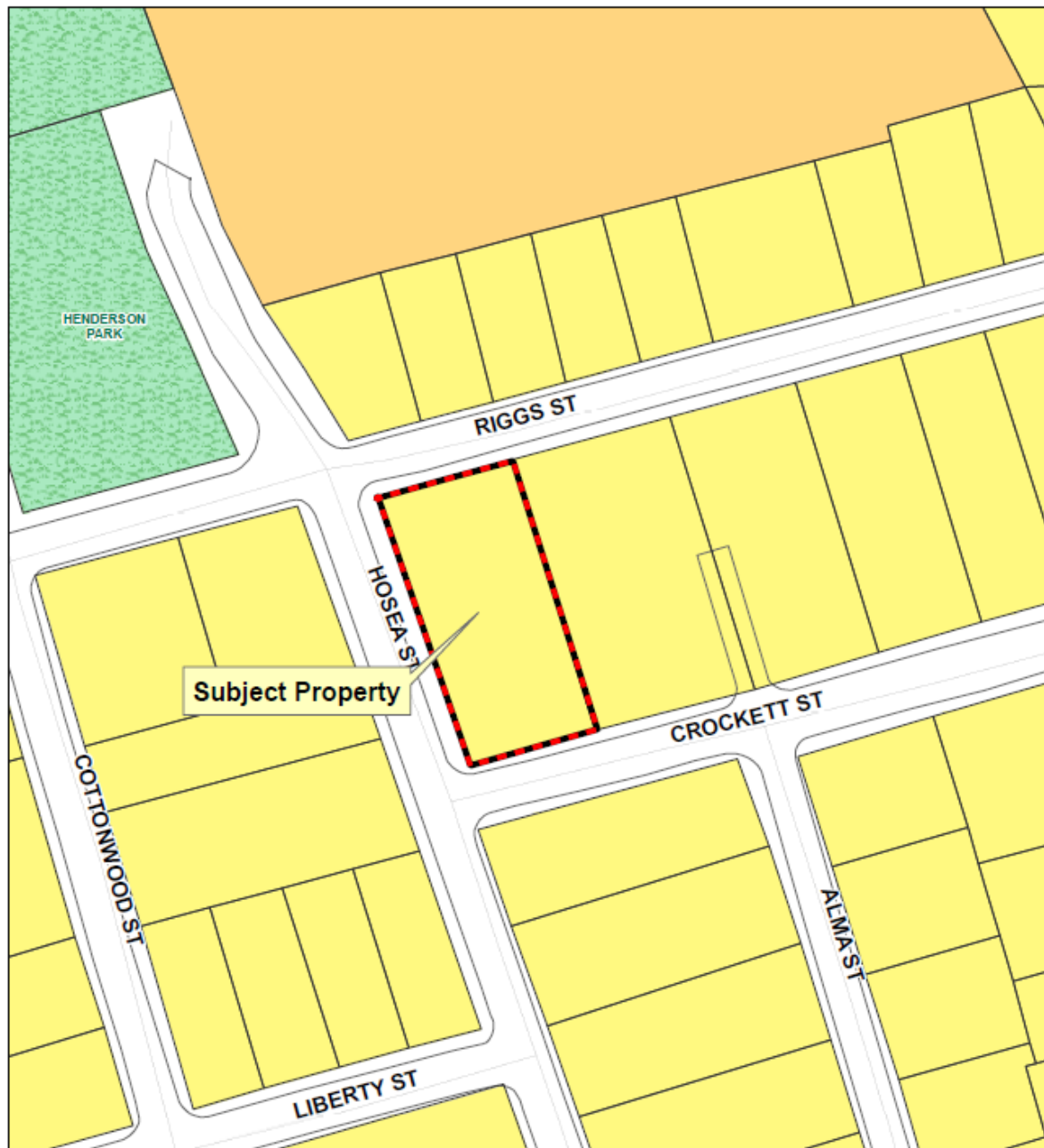


Zoning Map
501 Crockett St
ADU Request

1 inch = 89 feet



EXHIBIT "C"
Future Land Use Map



Future Land Use Map
501 Crockett St

Future Land Use Plan	
FLU_FINAL	
Rural	Mixed Use Blinn Adjacent
Open Space	Mixed Use Downtown Adjacent
Park	Corridor Mixed Use
Estate Residential	Planned Development
Single Family Residential	Downtown
Manufactured Homes	Local Public Facilities
Multi-Family Residential	Commercial
	Industrial



1 inch = 89 feet



EXHIBIT "D"
SUP APPLICATION COVER LETTER

Specific Use Permit Proposal
501 Crockett St.

May 20, 2020

Planning and Zoning Commission
City of Brenham, Texas

To whom it may concern,

My husband and I, owners of 501 Crockett St., would like to be granted a specific use permit for our proposed mother-in-law quarters addition. We are proposing to place the Accessory Dwelling Unit (ADU) directly attached on the rear side of the garage. The garage will continue to be used as storage. We have attached to our application the design and all the measurements taken during the official survey prior to us purchasing the home as well as some additional measurements taken by our family. We would like to place a small front porch with a stone pathway leading to Riggs Street. The current driveway extends from the garage to Crockett street. We would like to maintain the single driveway for the property instead of adding another for the ADU. However, we are willing to work with the city as far as meeting guidelines and regulations. As visible in the images attached to this proposal, the ADU will maintain the same building material and architecture of the primary residence dwelling and garage on the property. The current garage is and the proposed ADU will be 10 feet from the east side property line and the ADU will be 36 feet from the rear property line. These measurements were confirmed multiple times by our family and a close family friend who is also a contractor.

The ADU will be used as a mother-in-law quarters by our mother who is moving to Texas to be under our care and spend some quality time with her new grandchildren. She will live in the ADU alone. The ADU will be a 1 bed 1 bath, which reflects the intended use. We appreciate your considerations as we work through this process to bring our family closer together. Shall you have additional comments or concerns, please reach out to either of us anytime.

Respectfully,

Mikayla and Alexander Knight, owners

(832) 921-6957

mikaylamarz02@gmail.com



EXHIBIT "E"
PROPOSED SITE PLAN

501 CROCKETT
GARAGE ADDITION PLOT

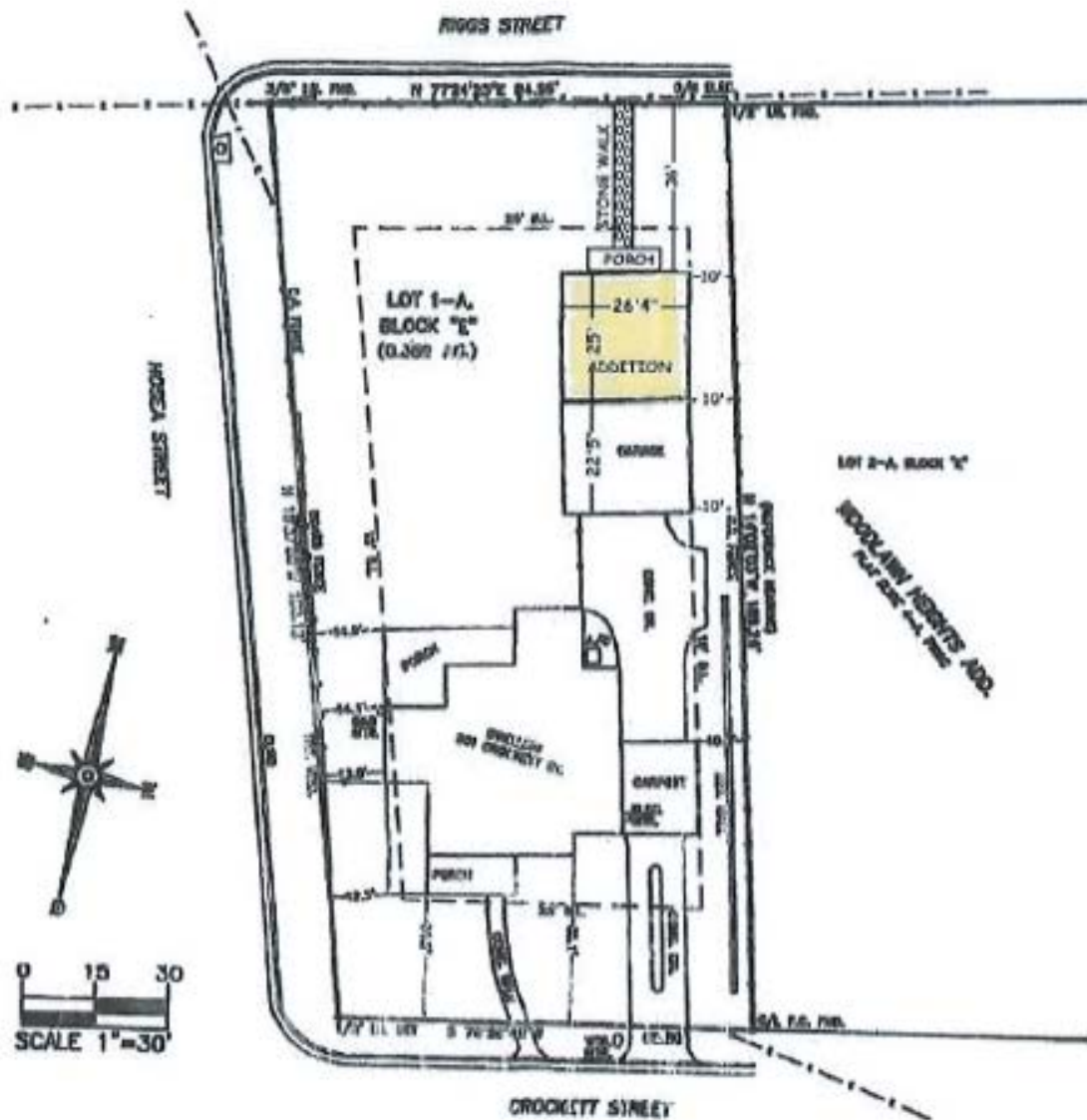


EXHIBIT "F"
ELEVATION & FLOORPLAN

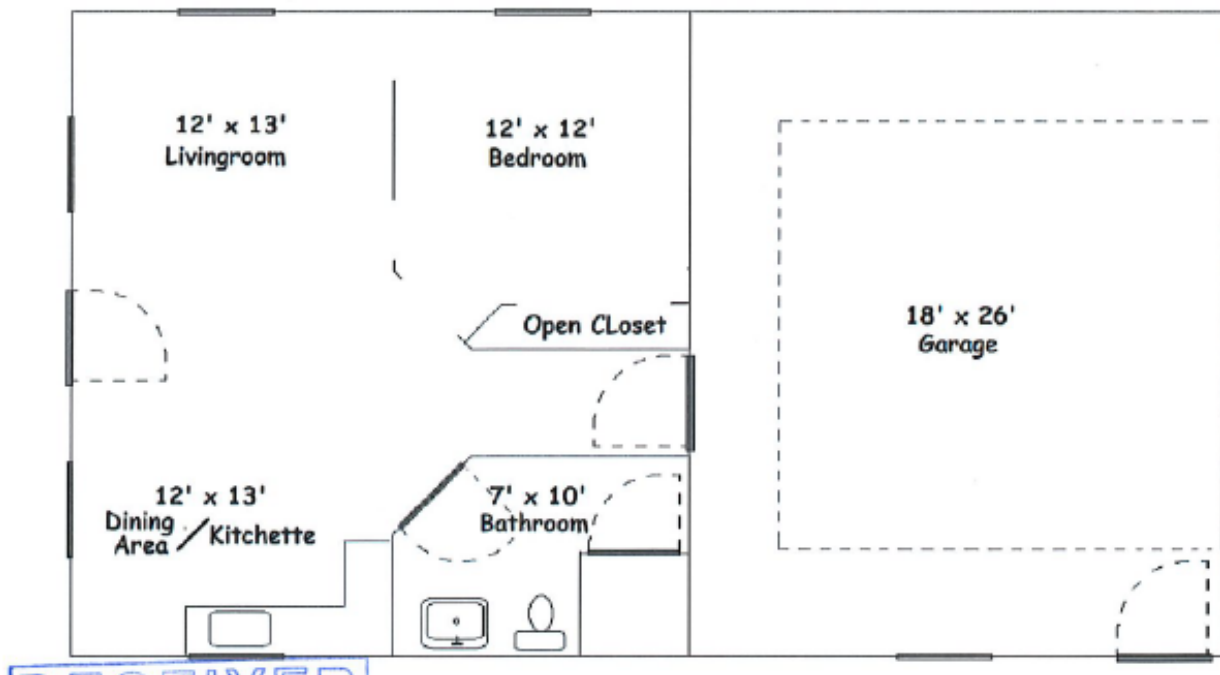
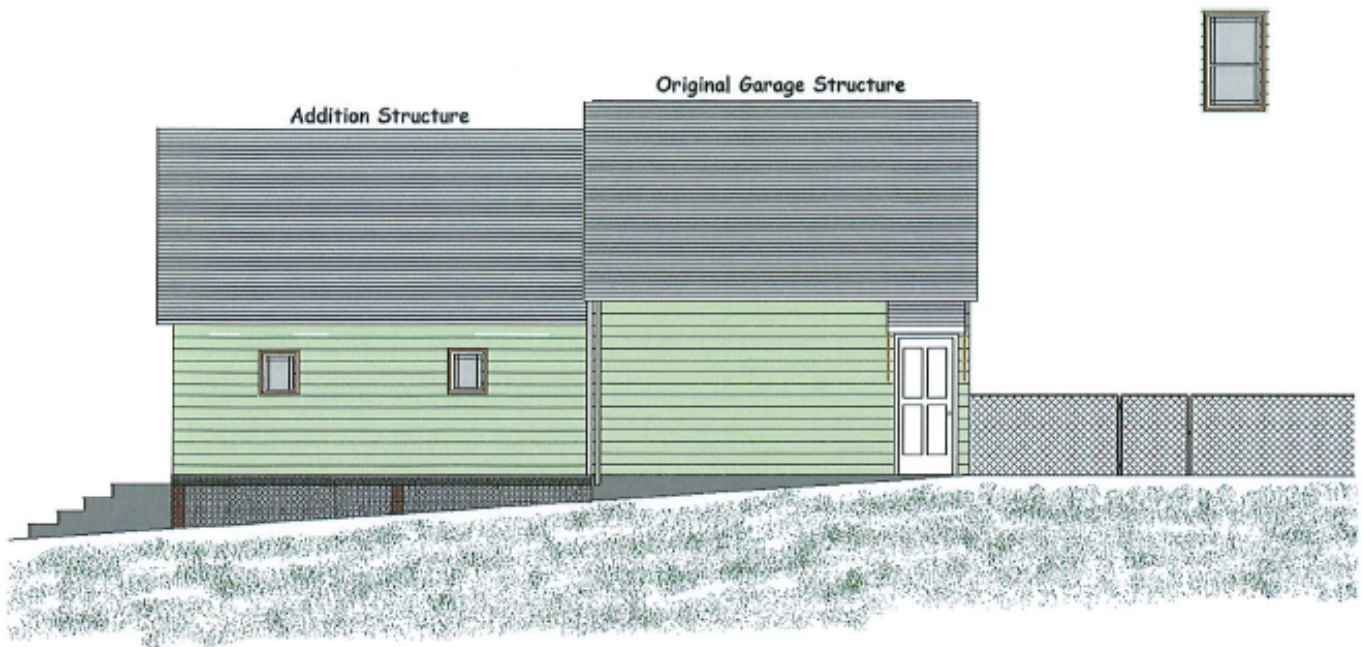


EXHIBIT "G"

SITE PHOTOS







AGENDA ITEM 6

DATE OF MEETING: 7-2-2020		DATE SUBMITTED: 6-12-20	
DEPT. OF ORIGIN: Airport		SUBMITTED BY: Donald Reese / Kim Hodde	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	
☐ EXECUTIVE SESSION	☒ REGULAR	☒ RESOLUTION	
	☐ WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-20-023 Adopting Updated and Revised Aviation Minimum Standards for the Brenham Municipal Airport.			
SUMMARY STATEMENT: <u>THIS ITEM WAS TABLED ON JUNE 18, 2020.</u> Included on the Agenda for Thursday's Council meeting is consideration of Resolution No. R-20-023 adopting revised Aviation Minimum Standards. Minimum standards are necessary to ensure the highest service, safety, and equality at the Airport. The current Minimum Standards were adopted in 2005 based on TxDOT's Minimum Standard template and mainly address Fixed Base Operators (FBO's). The proposed revised Minimum Standards define FBO's as well as other Specialized Aviation Services Operators (SASO's) that offer aeronautical activities such as charter operations, pilot training, aircraft rentals and sales, aircraft maintenance and repair, etc. and the requirements associated with each. Rather than revising the current Minimum Standards document, staff started fresh with a new document and presented the draft proposal to the Airport Advisory Board on May 14, 2019. City staff and the Airport Advisory Board discussed, reviewed, and revised the proposed Aviation Minimum Standards at the Airport Advisory Board meetings on May 14, 2019, July 18, 2019, September 7, 2019, November 19, 2019, and May 19, 2020. A working red-line copy is attached for review in addition to a final copy for adoption. Also attached is a copy of the current Minimum Standards that were adopted in 2005.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS: The revised document clearly defines the roles and requirements for FBO's, SASO's, and other users of the Airport and brings the current Minimum Standards in compliance with FAA regulations. B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) Resolution No. R-20-023; and (2) Final version of the 2020 Aviation Minimum Standards.			

FUNDING SOURCE (Where Applicable): N/A
RECOMMENDED ACTION: Approve Resolution No. R-20-023 adopting updated and revised 2020 Aviation Minimum Standards for the Brenham Municipal Airport.
APPROVALS: James Fisher

RESOLUTION NO. R-20-023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS ADOPTING REVISED AVIATION MINIMUM STANDARDS FOR THE BRENHAM MUNICIPAL AIRPORT

WHEREAS, Aviation Minimum Standards (“Minimum Standards”) are necessary to encourage, promote and ensure:

1. The consistent provision of high-quality aviation products, services, and facilities at the Brenham Municipal Airport (“Airport”);
2. The development of high-quality aviation improvements and amenities at the Airport;
3. Aviation safety and security at the Airport;
4. The economic health of aviation Commercial Operators at the Airport; and
5. The orderly development of Airport property for aviation purposes; and

WHEREAS, the existing Minimum Standards for Fixed Base Operators (“FBO”) were adopted by the City Council in September 2005; and

WHEREAS, the existing Minimum Standards were based on TxDOT’s template for Minimum Standards, which does not clearly define, explain, and/or address certain items; and

WHEREAS, the Airport Advisory Board reviewed the City staff’s final proposed revisions to the Minimum Standards on May 20, 2020 and submitted their final suggested revisions by May 29, 2020; and

WHEREAS, it is in the best interest of the City of Brenham and the Brenham Municipal Airport to adopt the revised Aviation Minimum Standards;

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

Section 1: That the City Council hereby adopts the revised Aviation Minimum Standards for the Brenham Municipal Airport, attached hereto as Exhibit “A” and incorporated herein for all purposes, and said Minimum Standards shall supersede any existing Minimum Standards.

Section 2: That this Resolution, and the revised Aviation Minimum Standards attached hereto as Exhibit “A”, shall become effective immediately from and after the passage of this Resolution.

RESOLVED on this 2nd day of July 2020.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



BRENHAM MUNICIPAL AIRPORT

MINIMUM STANDARDS

**May 2020
Revision 9**

Minimum Standards

Table of Contents

Definitions

Section 1 General Standards

Section 2 Conducting Business at the Airport

Section 3 Commercial Operations

Section 4 Insurance

Section 5 Building/Improvement Standards

Section 6 Leasing

Appendix A Business Application

DEFINITIONS

Accident: A collision or other contact between any part of an aircraft or a vehicle, person, stationary object or other thing which results in property damage, personal injury, or death; or an entry into or emerging from a moving aircraft or vehicle by a person which results in personal injury or death to such person, or some other person, or which results in property damage.

Advisory Board: City appointed board that makes recommendations to the City pertaining to Airport related matters.

Advisory Circular (AC): FAA publications consisting of all non-regulatory material of a policy, guidance, and technical nature. Used as basic source for most Airport design criteria.

Aeronautical Activity: Any activity or service conducted on Airport property, which involves, makes possible, or is required for the operation of aircraft, or contributes to, or is required for, the safety of such operations.

Aeronautical Activities include, but are not limited to:

- General and corporate aviation
- Air taxi and charter operation
- Aerial photography
- Pilot training
- Aircraft rental
- Sightseeing
- Aerial surveying
- Crop dusting
- Aircraft sales and service
- Aviation fuel and oil sales (whether or not conducted in conjunction with other included activities)
- Repair and maintenance of aircraft
- Sale of aircraft parts
- Aviation fire suppression
- Aviation advertising
- Aircraft management
- Any other activities that, because of their direct relationship to the operation of aircraft can appropriately be regarded as an aeronautical activity.

The following are non-aeronautical activities:

- Ground transportation (taxis, car rentals, limousines)
- Restaurants
- In-flight food catering
- Barber shops
- Auto parking lots

Air Traffic: Aircraft in operation anywhere in the air or, when under their own power, on the ground.

Aircraft: Means any device intended to fly in the air.

Aircraft Charter and Air Taxi Services: An Air Charter or Air Taxi Operator engages in the business of providing air transportation (persons or property) to the general public for hire, on an basis under Code of Federal Regulations CFR 14 Part 135 of the Federal Aviation Regulations.

Aircraft Fuel: Means all flammable substances expressly manufactured and blended for the purpose of operating an Aircraft engine.

Aircraft Operator: Person in charge or command of an aircraft. The Aircraft Operator may, or may not be, the owner of the aircraft.

Airport Layout Plan (ALP): An FAA/TxDOT approved set of drawings showing Airport boundaries, physical features and proposed additions to all areas owned or controlled by the sponsor for Airport purposes, the location and nature of existing and proposed Airport facilities and structures, and the location on the Airport of the existing and proposed non-aviation areas and improvements thereon. The drawings also show local airspace, approach areas and obstructions in the approach areas.

Airport Master Plan (AMP): Presents a conception of the ultimate development of a specific Airport. It presents the research and logic from which the plan was evolved and displays the plan in a written report.

Airport Rates and Charges: A schedule of fees approved by the City payable by users and Operators at the Airport.

Airport Tenant: A person who leases or uses property at the Airport solely for the purpose of storing Based Aircraft, and who is not engaged in any Commercial Operation.

Airside: The area of the Airport that is either contained within the Airport perimeter fence or which requires access through a building located on or adjacent to Airport property which requires access to an Airport surface such as runways, taxiways, or aprons.

Airspace: Space in the air above the surface of the earth or a particular portion of such space, usually defined by the boundaries of an area on the surface projected upward.

Air Traffic Pattern: The Air Traffic flow that is prescribed for aircraft landing at, taxiing on, or taking off from the Airport.

Apron: A defined pavement area, intended to accommodate aircraft for purposes of loading or unloading passengers or cargo, servicing and parking.

Avionics, Instruments or Propeller Repair Services: A service that engages in the business of and provides a shop for the repair of aircraft avionics, propellers, instruments, and accessories for general aviation aircraft. This category may include the sale of new or used aircraft avionics, propellers, instruments, and accessories.

Based Aircraft: Aircraft which the owner physically locates and domiciles at the Airport intending that it remain for an undetermined period, and which, whenever it is absent from the Airport, the owner intends to return it to the Airport.

Building: Main portion of a structure, all projections or extensions there from, any changes or additions thereto, and shall include garages, outside platforms, docks, carports, canopies, eaves and porches.

Building Area: An area on an Airport to be used, considered, or intended to be used, for Airport buildings or other Airport facilities or rights-of-way, together with all Airport buildings and facilities located thereon.

City: The City of Brenham, Texas and Owner of the Brenham Municipal Airport.

Commercial Operator: Person who provides goods or services at the Airport for compensation. Such activities are deemed "Commercial Operations." An activity is considered Commercial Operation regardless of whether the business is non-profit, charitable, or tax exempt.

FAA: Federal Aviation Administration.

FAR: Federal Aviation Regulations.

Fixed Based Operator (FBO): A commercial business granted the right by the City to operate on the Airport and provide aircraft fueling and line service along with other aeronautical services such as hangaring, tie-down, parking, aircraft rental, aircraft maintenance, and flight instruction.

Flagging and/or Hawking: Any method or means used from any location to attract incoming aircraft for the purposes of selling fuel or providing other services (except the use of fixed signs if approved by the City). "Flagging" and/or "Hawking" is **Prohibited** on the Brenham Municipal Airport.

Flying Club: An entity or organization organized solely for the purpose of providing its members with one or more aircraft for their personal use and enjoyment.

Fuel Flowage Fees: Fees levied by the City per gallon of aviation gasoline and jet fuel sold at the Airport.

Hangar: Fully enclosed structure intended to house aircraft, either for purposes of storage, or while undergoing maintenance and repair. (See Shade Hangar)

Hazardous Material: Hazardous or toxic substance, waste or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, teratogenic, or otherwise hazardous, and is or becomes regulated by any governmental authority, agency, department, board, agency or instrumentality of the United States, the State of Texas or any political subdivision thereof.

Improvements: All buildings, structures and facilities, including pavement, fencing, signs and landscaping, constructed, installed or placed on, under or above any leased area by or with the concurrence of a lessee.

Landing Area: Any locality, either on land or water, including Airports, heliports and STOL (Short Take-Off and Landing) ports, which is used or intended to be used for the landing and takeoff or surface maneuvering of aircraft, whether or not facilities are provided for the shelter, servicing, or repair of aircraft, or for receiving or discharging of passengers or cargo.

Landside: The general public common use areas of the Airport such as public roadways, parking lots and buildings.

Lease: A written agreement between the City and a person granting permission to use Airport land and/or buildings, and/or authorizing the conduct of specified activities.

Line Service: The general pre-flight or post-flight dispensing of aviation fuel, checking aircraft engine oil, adding aircraft engine oil, windshield cleaning, etc. conducted at an FBO area by line personnel dispensing fuel from a truck designed for such purposes.

Non-Commercial Operators: A person or entity that neither offers nor provides goods or services to the public for compensation.

Operator: Any person conducting Aeronautical Activity at the Airport.

Person: An individual; a corporation, firm, partnership, association, organization, agency, and any other group or entity acting as a unit; the state, county, and/or political subdivision of the state, or other governmental entity. Person also includes a trustee, receiver, assignee or similar representative.

Ramp: Paved area suitable for aircraft parking.

Repair Facility: Facility utilized for the repair of aircraft to include airframe, power plant, propellers, radios, instruments and accessories. Such facility will be operated in accordance with pertinent local, state and FAA regulations.

Roadway: Any street or road whether improved or unimproved, within the boundaries of the Airport and set aside or designated for use by vehicles, whether dedicated or not.

Runway: Segments of land at the Airport prepared and marked for use by aircraft in taking-off and landing.

Specialized Aviation Services Operator (SASO): A person offering one of more specialized aeronautical services at the Airport, including without limitation the following activities:

1. Aircraft/Helicopter Sales
2. Airframe, Engine and Accessory Maintenance and Repair
3. Aircraft Leasing or Rental Services
4. Flight Training Services

5. Avionics, Instruments or Propeller Repair Services
6. Aircraft Charter and Air Taxi Services
7. Hangar Leasing Services
8. Specialized Commercial Flying Services
9. Aerial Applicators
10. Mobile Aircraft Washing Services
11. Mobile Aircraft Maintenance and Repair Services

SASOs are not authorized to offer aircraft fueling.

Specialized Commercial Flying Services: A Specialized Commercial Flying Services Operator engages in air transportation for hire for the purpose of providing the use of aircraft for the following activities:

1. Non-stop sightseeing flights that begin and end at the same Airport.
2. Aerial advertising
3. Aerial photography or survey
4. Power line or pipeline patrol
5. Fire fighting
6. Any other operations specifically excluded from FAR Part 135 of the Federal Aviation Regulations

Sublease: Lease granted by a lessee, only with permission from the City, to another entity for all or part of the leased property.

Taxilane: Portion of the Airport apron area, or any other area, used for access between taxiways and aircraft parking and storage areas.

Taxiway: Defined path established for the taxiing of aircraft from one part of the Airport to another.

Taxiway Safety Area: A cleared, drained, and graded area, symmetrically located about the extended taxiway centerline and adjacent to the end of the taxiway safety area.

Terminal Apron: The paved or surface-treated area adjacent to the terminal building reserved for used by itinerant aircraft, also for aircraft refueling, or the loading or unloading of passengers or cargo, and includes that portion of the parking apron reserved for aircraft owners leasing space from the City for month-to-month parking.

Terminal: Airport Building with both Airside and Landside access for aircraft Operators and passengers. The Terminal provides restrooms, lounge area, and conference area.

Tie-Down: Area within an open-air aircraft parking or storage area where aircraft may be secured to the ground, either by use of fixed tie-down points, or by use of moveable anchors.

Transient Aircraft: Aircraft that is not a Based Aircraft at the Airport.

T-Hangar: An aircraft hangar in which aircraft are parked alternately tail to tail, each in the T-shaped space left by the other row of aircraft or aircraft compartments.

SECTION 1

GENERAL STANDARDS

Section 1 General Standards

The following Minimum Standards for Commercial and Non-Commercial Operators at the Brenham Municipal Airport ("Minimum Standards") have been adopted by the City of Brenham City Council for the Brenham Municipal Airport ("Airport"). Appendix A contains the definitions used in this document. Defined terms are capitalized. The Minimum Standards regulate conduct of Aeronautical Activities at the Airport, and specify certain provisions that will be included in the Airport lease, license, permit or concession agreements, and apply uniformly to all persons operating at the Airport. Any person operating on or from the Airport consents to be bound by these standards. Failure by Airport users to comply with the Minimum Standards could result in loss of use of the Airport.

- 1.** The Airport Owner retains the right and/or obligation to do the following:
 - A.** Perform any or all of the functions of an FBO. If so inclined, the Airport Owner may retain a proprietary right to offer any or all FBO services and/or products and allow no FBO to offer the same services or products at the airport.
 - B.** Enter into contracts with other FBO's to operate similar or competitive businesses at the Airport without regard to the wishes or desires of existing FBOs. Any new contracts will be written to standards applicable at that time. If a new contract agreement gives an economic advantage to the new FBO, the airport owner may renegotiate its contract with the disadvantaged FBO; however, under no circumstances will the Airport Owner be held liable or required to pay damages for services, equipment or any other obligations which were required by past or current contracts.
 - C.** Approve an FBO's placement of buildings, parking areas, or equipment to assure such development is accomplished in an orderly fashion and does not impede the future development or expansion of the Airport as shown on an FAA or Texas Department of Transportation approved Airport Layout Plan or Master Plan.
 - D.** Maintain the Airport in a safe and serviceable condition.
 - E.** Collect all fees for the use of the Airport; these fees include lease hangar space, office space, T-hangar space, aircraft or auto parking areas, fuel flowage fees, and tie-down fees. The Airport Owner may charge these fees as long as such fees are fair and appropriate and not intended to discriminate for or against any FBO or airport user or type of user.
 - F.** Increase or decrease the fee or required services of an FBO at any time the FBO's contract is renegotiated or at any such time as authorized by the lease contract.

G. Impound any personal property, tools, furniture, aircraft, or equipment located on the leased property and hold or liquidate such until all fees and taxes due the Airport Owner are paid, subject to a court judgment.

H. Reserve the right to take any actions necessary to protect the safety and usability of the Airport and the approach surfaces to all runway ends.

2. Payment and Fees

(A) **Service Charge** - An FBO must pay all responsible rentals, fees, or charges in a timely manner. The Airport Owner retains the right to assess a service charge for any late payments due to the Owner.

(B) **Bond** - An FBO must show proof of financial responsibility or be properly bonded with the Airport Owner listed as beneficiary in the event the FBO cannot or will not return the property to an acceptable condition after the term to the lease or if the lease is prematurely terminated.

(C) **Utilities** - An FBO must arrange for water and wastewater, gas, electricity, telephone, and any other utilities it uses on the Airport and pay all responsible charges in a timely manner throughout the term of the lease.

(D) **Taxes** - An FBO will pay all responsible taxes in a timely manner.

(E) **Other Bills** - An FBO will pay all responsible bills in a timely manner.

3. Implementation Official.

The City Manager or his designee shall enforce the Minimum Standards.

4. Airport Open on Nondiscriminatory Basis.

Facilities on the Airport shall be open to all classes of users on fair and not unjustly discriminatory basis. The FAA has exclusive jurisdiction to determine issues of fair treatment and unjust discrimination.

5. Hangar Space.

Except as otherwise provided in this section, no person may offer for hire on the Airport any hangar or shelter for aircraft, related service equipment, or surface vehicle unless such person has leased premises from the City as an FBO or SASO.

6. Compliance with laws and Health, Fire, Construction, and Zoning Codes.

All persons utilizing the Airport shall comply with Federal, State, and local laws, including the requirements of all City health, fire, construction, and zoning codes applicable to the Airport and its operation. All construction at the Airport shall comply with all generally applicable building codes adopted by the City.

7. Inspections.

To the extent necessary to protect the rights and interests of the City or to assure compliance with the Minimum Standards or a lease, the City Manager or his designee, or any representative of the FAA or state agency having jurisdiction over

the Airport, shall have the right to enter and inspect, upon notice, during reasonable hours, structures, premises, facilities, and improvements on the Airport to determine compliance with these Minimum Standards and any applicable lease provisions.

8. Surface Vehicles, Limits on Weight.

No vehicle with dual-wheeled axle loadings or more than 40,000 pounds is allowed on any paved or treated aircraft movement or parking areas.

9. Civil Rights.

Persons using this Airport shall comply with all provisions of the Civil Rights Act of 1964 and implementing Part 21 of the Regulations of the U.S. Department of Transportation, and are hereby specifically prohibited from discrimination against any group or individual on the basis of race, creed, color, national origin, or sex.

10. Surface Vehicles on Airport.

Except to the extent needed to service or load aircraft or to access hangars, no private or commercial vehicle shall be driven or parked on any area other than designated roads or automobile parking areas.

11. Complaints.

Complaints against any Aircraft Operator, Owner or their employee for violations of these Minimum Standards shall be in writing alleging the infraction, date, persons, and any witnesses thereto and signed by the complainant and filed with the City Manager's office.

12. Use of Land within the Airport.

Property within the Airport may be primarily used only for Aeronautical Activities, but secondary non-aeronautical uses are permitted if:

- (A) the primary Aeronautical Activity is not interfered with;
- (B) it is not in violation of FAA regulations;
- (C) is specifically authorized by the City; and
- (D) if such secondary use will benefit the Airport or provide better for its maintenance or development.

13. Living Quarters.

No person may establish permanent living quarters on Airport property. The City may grant an exception for "Emergency Response" personnel.

14. Taxiway Access.

If not already provided, each Operator conducting Aeronautical Activities shall provide paved access from its Leased premises to the Airport's Taxiway/Taxilane/Apron or Ramp system. Such access shall meet all applicable FAA standards for the largest Aircraft type anticipated to use the Operator's premises.

15. License, Certificates, and Authorizations.

Each person conducting activities on or from the Airport, whether for compensation or not, must possess all licenses, certificates, and authorizations required by these Minimum Standards and by applicable law for the conduct of such operations.

- (A) Rights under a license, authorization, or contract granted by the City are not exclusive rights.
- (B) The City may terminate a license, permit or agreement after giving notice of default if the recipient fails to cure its default within sixty (60) days, or such other time as may be specified in the license, permit, or agreement, except that notice and cure provisions for insurance requirements are set forth in Section 7. The City may terminate the lease, license, permit or agreement upon fourteen (14) days notice if the Licensee fails to maintain the required insurance.
- (C) No improvements or modifications to Airport property may be made without the prior written consent of the City.
- (D) No lease, license, permit, agreement, or any rights thereunder, shall be assigned without the prior approval of the City.

16. Solicitation and Conduct

- (A) An FBO will not engage in the solicitation of its fueling or other services on or about the Airport in a loud, offensive, or objectionable manner. In the event of such questionable conduct, the Airport Owner will be the sole judge in determining if said conduct is a violation of the lease agreement and take any and all necessary steps to eliminate the undesirable condition, up to and including the termination of the FBO's lease contract.
- (B) An FBO will conduct business on the Airport in such a manner as to maintain a friendly and cooperative, though competitive, relationship with other operators engaged in similar businesses on the Airport. An FBO will not engage in open public disputes, disagreements, or conflicts which would tend to deteriorate the quality of service of either party involved or which would be incompatible with the best interest of the public of the Airport. The Airport Owner has the right to resolve all such disputes, disagreements, or conflicts and the Airport Owner's determination will be binding upon all FBO's operating at the Airport.

17. Rules

An FBO must abide by all laws, rules, regulations, guidelines, terms, and conditions of the airport owner, the Texas Department of Agriculture, the Environmental Protection Agency, the National Fire Protection Association, the International Fire Code, the Texas Department of Transportation, the Federal Aviation Administration, and any other applicable agencies in regard to the use and storage of pesticides, or other dangerous chemicals, the storage and dispensing of aircraft fuel, the storage, dispensing, and disposal of engine oil.

SECTION 2

CONDUCTING BUSINESS AT THE AIRPORT

Section 2 Conducting Business at the Airport

1. Conducting Business at the Airport.

All Commercial Operators must obtain a permit, license, lease or other agreement with the City prior to conducting any Commercial Operation at the Airport. The Minimum Standards shall be deemed to be a part of each Commercial Operator's Lease, license, permit or agreement with the City unless any such standards or provisions are expressly waived or amended by the City.

2. Requirements of all Commercial Operators.

Each Commercial Operator shall:

- (A) Have use of adequate space in an existing facility, through lease or other agreement, sufficient to accommodate the proposed operation.
- (B) Maintain insurance as required by the Minimum Standards.
- (C) Pay all applicable established fees and charges when due, including Fuel Flowage Fees. Such fees shall be set by City Council and published in the Airport Rates and Charges. Airport Fuel Flowage Fees may be revised periodically and adjusted as the market dictates.
- (D) Control the conduct and demeanor of its personnel, subtenants, licensees and invitees.
- (E) Shall do nothing that interferes with the effectiveness or accessibility of any public utility system, drainage system, sewer system, fire protection systems, sprinkler system, alarm system or fire hydrant and hoses.
- (F) Provide for proper handling and disposal of all hazardous materials generated by the business. Handling and disposal must meet all federal, state and local guidelines.
- (G) Meet all requirements outlined in the Airport Storm Water Pollution Prevention Program and Spill Prevention Control and Countermeasures Program.
- (H) An Operator may not utilize space or land leased to another without permission from Lessee.

3. Multiple Activities by One Commercial Operator.

Whenever a Commercial Operator conducts multiple activities pursuant to one lease, license, permit or agreement with the City, the Commercial Operator shall comply with the Minimum Standards set forth herein for each separate activity being conducted. If the Minimum Standards for one of the Commercial Operator's activities are inconsistent with those for another of the Commercial Operator's activities, then the Minimum Standards which are most beneficial to the Airport, and/or which are most protective of the public's health, safety and welfare, shall control as determined by the Airport Owner.

4. Activities not Covered by Minimum Standards.

Any activity for which there are no specific Minimum Standards set forth herein shall be subject to such standards and provisions as are developed by the City on a case-by-case basis and set forth in such Commercial Operator's written lease, license, permit or agreement with or from the City.

5. Waiver or Modification of Standards.

The City may waive or modify any portion of the Minimum Standards for the benefit of any governmental agency performing non-profit public services, emergency response, fire protection or fire-fighting operations.

6. Airport Business Permit Application Process.

To conduct a Commercial Operation at the Airport, a Person shall submit an Airport Business Permit application and receive approval from the City. The application can be obtained from the Development Service Department of the City of Brenham. In addition to the following requirements, the City may require the applicant to provide additional information when appropriate to ensure compliance with the Minimum Standards. The applicant shall, at minimum, submit the following documentation with the application:

- (A) A detailed description of the scope of the intended operations, including all services to be offered.
- (B) The amount of land, office space, and/or aircraft storage areas required for the operation.
- (C) A detailed description of any improvements or modifications to be constructed or made to Airport property.
- (D) The proposed hours of operation.
- (E) A copy of a current lease/sublease or other agreement with the City or an Airport tenant.
- (H) Individual flight instructors not affiliated with a Commercial Operator, and FAA Designated Examiners, may provide services to pilots who operate their own aircraft without obtaining a license from the City.

The completed application and documentation shall be submitted to:

(Mailing address)

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

(Physical address)

City of Brenham
Development Services Department
200 W. Vulcan Street
Brenham, Texas 77833

7. Application Processing.

The City shall review fully completed and submitted applications within sixty (60) days of submission. The City may approve or disapprove an application for a license, permit or agreement to conduct activities at the Airport. The City may approve any such application that meets the criteria stated in the Minimum Standards. Grounds for denial include the following:

- (A) The applicant does not meet the qualifications and standards set forth in the Minimum Standards.
- (B) The activities will require the city to expend funds, or to supply labor or materials as a result of the applicant's activities if either City chooses not to do so, or if it will result in a financial loss to the Airport.
- (C) No appropriate space or land is available to accommodate the proposed activities.
- (D) The proposed activities are not consistent with the Airport Master Plan or Airport Layout Plan.
- (F) The applicant or any of its principals has knowingly made any false or misleading statements in the course of applying for a license, permit or agreement.
- (G) The applicant or any of its principals has a history of violating FAA regulations, or any other applicable laws, ordinances, rules or regulations, or Minimum Standards.
- (H) The applicant has not submitted appropriate documentation supporting the proposed activity as required by Section 7, Conducting Business on the Airport.
- (I) Approval of the application would not be in the best interest of the Airport. Any denial on this ground must be within the discretion afforded to the City under applicable FAA regulations.

SECTION 3

COMMERCIAL OPERATIONS

Section 3 Commercial Operations

1. General

Prior to operation a Fixed-Base Operator (FBO) or Specialized Aviation Services Operation (SASO), an application must be filed, and approval must be granted by the City.

2. Fueling

Only an approved FBO may sell aviation fuel to the public pursuant to an approved fuel license. Private fuel storage facilities are not permitted on the Brenham Municipal Airport, except to the limited extent that an individual Aircraft Operator, desiring to self-fuel only his Aircraft: (1) obtains written permission from the City after demonstrating compliance with AC-150/5190/6; (2) obtains written permission from the City Fire Marshal; and (3) provides written evidence of insurance covering such activity and complying with Section 5.

3. Fixed-Base Operator (FBO)

No person may operate as an FBO unless that person has received and currently holds a valid authorization from the City. In addition to the requirements of Section 2, Paragraph 2, an FBO must meet and maintain the following requirements:

(A) Land and Facility Requirements.

An FBO must have a lease and facility meeting the following requirements:

- (1) Terminal Building: An FBO must have use of a tenant developed Terminal building (non-hangar space) consisting of at least 2,000 square feet with a minimum of at least 1,000 square feet dedicated to customer service and support functions.
- (2) The Terminal Building may be attached to the Hangar Facility.

(B) FBO Services

An FBO must provide the following services:

- (1) Hours of Operations
An FBO must provide Jet A and Avgas for aircraft fueling and line services seven (7) days per week, from 7:00 AM until at least 7:00 PM. A FBO shall also be on-call twenty-four (24) hours per day with after-hours response times of one (1) hour or less. FBO must provide Aircraft line servicing as identified above in Section 3.
- (2) Aviation fueling
 - (a) In accordance with local, state and federal requirements, the FBO shall comply with the 2015 Edition of the International Fire Code (IFC) as published by the International Code Council (ICC) and as amended by local ordinance. Additionally, the FBO shall comply with the NFPA 407 Standard for Aircraft Fuel Servicing Latest Edition as published by the National Fire Protection Association and is unamended. Lastly, the FBO shall comply with FAA Advisory

Circular 150/5230-4, as amended; all requirements of the Airport Ordinance; and all other applicable laws and regulations related to aircraft fuel handling, dispensing and storage.

- (b) The FBO shall provide dispensing equipment sufficient to serve the needs of the aircraft frequenting the Airport, including the provision of at least one Jet A refueling vehicle and one Avgas refueling vehicle. Jet A refueling vehicles shall have single-point and over-the-wing fueling capabilities and a minimum capacity of 2,000 gallons. Avgas refueling vehicle shall have a minimum capacity of 300 gallons. An FBO shall arrange for back-up refueling vehicles (with the same capabilities and minimum capacities). All equipment must be inspected and approved by the City prior to its use for Airport purposes. The metering devices shall be annually checked, inspected, and certified by appropriate state agencies. The City may inspect such periodically to ensure equipment compliance with all standards.
 - (c) The FBO shall require all of its fuel-handling personnel to complete training courses, obtain a fuel handler's certification, and receive periodic refresher training as required by FAA. The Supervisory Training Program must be obtained by completing an FAA authorized Supervisory Fuel Safety training course. All employees who fuel aircraft or otherwise handle fuel must receive at least initial on-the-job training and recurrent instruction every twenty-four (24) consecutive calendar months in fire safety from a trained supervisor. The City Fire Department, the City, TxDOT, and FAA may periodically inspect the FBO's activities and personnel to ensure adherence to safe practices.
 - (d) The FBO shall develop a Standard Operating Procedure (SOP) for aviation fueling activities and submit for approval to the City. The SOP shall include a plan of action in case of a fuel spill. All fuel trucks/equipment shall meet all applicable local, state and federal codes and be approved for use by the local Fire Marshal and City Manager or his designee and meet the requirements of the latest edition of the National Fire Protection Association Standard, 407 – "Standard for Airport Fuel Servicing, published by the National Fire Protection Association. Each mobile fuel vehicle must have a spill kit.
 - (e) All mobile fuel trucks must be parked on a concrete surface.
- (3) Aircraft line services
- (a) The FBO shall employ and have on duty during required hours of operation at least one properly trained and qualified employee capable of providing aircraft fueling, aircraft parking, and ancillary aircraft services and related customer services and support.

- (b) The FBO shall have and maintain the equipment that is required to safely and efficiently tow the aircraft frequenting the Airport, including a tug and tow bars with rated draw bar rating sufficient for such aircraft.
 - (c) The FBO must have capability to remove disabled aircraft from any Airport movement surface or safety areas.
 - (d) The FBO shall maintain the tools and necessary supplies for the servicing of aircraft types expected to use the Airport.
- (4) Concierge Services
The FBO must have:
- (a) Available a minimum of one (1) courtesy car for customer services and support.
 - (b) A telephone for public use.
 - (c) A pilot and passenger lounge with restrooms, water and/or coffee or other drinks that may be provided complimentary or for sale.

(C) Subcontracting Services, Subleasing; Restrictions

- (1) The FBO may subcontract aircraft maintenance and repair services and the retail sale of aircraft parts and accessories, provided that such subcontractor meets the Specialized Aviation Services Operator (SASO) requirements of these Minimum Standards as stated therein and in such areas as are approved by the Airport Management. The subcontractor must be based on the Airport.
- (2) The FBO shall not sublease, permit or allow any other person to operate as a SASO within the FBO leased or permitted area, or to conduct any business venture, without the prior written approval of the City.

(D) General Requirements

The FBO is required to perform the following functions or abide by the following rules:

- (1) Make its business open to all forms and classes of Aeronautical Activity.
- (2) Obtain approval from the City before reducing any services included in the FBO's agreement with the City.
- (3) Furnish all applicable services in a fair, equal, and nondiscriminatory manner to all Airport users.

- (4) Abide by any and all rules, requirements, or mandates placed upon the City by the FAA or the State of Texas, including, the Grant Assurances of FAA grants and the Terms and Conditions of the State of Texas grants.
- (5) Will not allow its personnel to conduct "Flagging or Hawking" of aircraft in an attempt to direct them to their locations.
- (6) The FBO does not have the right to perform any service or business on the Airport unless such service or business is included in the current agreement with the City.

(E) Fees to Include Fuel Flowage Fees

- (1) The FBO shall pay the Airport Fuel Flowage Fees on all fuel, Jet A, Vehicle, Diesel, etc. dispensed on Airport property.

4. Specialized Aviation Services Operator (SASO)

No person may operate as a SASO unless that person has received and currently holds a currently valid written authorization from the City. In addition to the requirements of Conducting Business at the Airport, Section 6, a SASO must meet the following requirements:

(A) General Requirements

A SASO must meet the following general requirements and all requirements in Commercial Operations Sections 5 thru 15, specific to each activity the SASO will conduct:

- (1) The entity must have:
 - (a) A lease with sufficient and appropriate space to conduct the functions of the SASO as it has represented it will perform for a period of a minimum of twelve (12) months for either leased Airport property or Airport property with City-owned facilities on it, said lease having been approved by the City Council.
 - (b) A sublease from an FBO or another SASO with sufficient and appropriate space to conduct those functions as a SASO that the City has approved and shall set out in the written authorization. The sublease shall define the type of business and service to be offered by the sub-lessee SASO.

The sub-lessee SASO shall meet all of the Minimum Standards established by the City for the categories of services to be furnished by the SASO. The Minimum Standards may be met in combination between lessee and sub-lessee. The sublease agreement shall specifically define those services to be provided by

the lessee to the sub-lessee that shall be used to meet the standards.

- (2) A multiple services SASO engages in any two or more of the aeronautical services for which Minimum Standards have been herein provided.
 - (a) The SASO shall comply with the aircraft requirements, including the equipment thereon for each aeronautical service to be performed except that multiple uses can be made of all aircraft owned or under lease by SASO.
 - (b) The SASO shall obtain, as a minimum, insurance coverage, which is equal to the greater requirement for all individual aeronautical services being performed by SASO.
 - (c) The SASO shall have in its employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the Minimum Standards for each aeronautical service the SASO is performing as herein provided. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the SASO.
 - (d) The SASO providing three (3) or more services shall lease a sufficient number of aircraft tie-down spaces or hangar space to meet the needs of the operations proposed.

5. Aircraft Sales

All SASOs conducting Aircraft Sales must meet the following additional requirements:

- A. If dealing in Aircraft, maintain an approved aircraft dealer's certificate from the FAA. (If selling more than two (2) aircraft per year)
- B. Ensure that all other fees and taxes applicable to the sale of Aircraft are paid to the appropriate parties.

6. Airframe, Engine and Accessory Maintenance and Repair Services

All SASOs conducting Airframe, Engine and Accessory Maintenance and Repair Services must meet the following additional requirements:

- A. Provide sufficient shop space, equipment, supplies and availability of parts equivalent to that required for approved FAA repairs.
- B. Employ and have on duty during normal business hours at least one person who is currently certified by the FAA with ratings appropriate to the work being performed and who holds an Airframe and Power Plant rating.

- C. Conduct maintenance and repair operations, or business activities inside hangars or other structures designed for such activities unless the activity needs to be done outside of a hangar. Specific lease agreement and/or fire codes shall determine what hangars and other structures shall be approved for aircraft Maintenance and Repairs.
- D. Hangar space shall be leased for such SASOs operations.
- E. All maintenance and or repair services shall comply with the 2015 Edition of the International Fire Code (IFC) and applicable National Fire Protection Association (NFPA) Standards latest editions to include but not limited to NFPA 409 Standard for Aircraft Hangars, NFPA 410 Standard on Aircraft Maintenance.

7. Aircraft Leasing or Rental Services

All SASOs conducting Aircraft Leasing or Rental Services must meet the following additional requirements:

- A. Maintain all required FAA licenses, if required.

8. Flight Training Services

All SASOs conducting flight training services must:

- A. Have use of appropriate office space and adequate classroom facilities either at the Airport or at such other off-Airport location as needed for proper operations of the flight training services for the amount and type of training involved.

9. Avionics, Instruments or Propeller Repair Services

All SASOs conducting Avionics, Instruments or Propeller Repair Services must:

- A. Hold the appropriate certificates issued by FAA for the types of equipment planned to repair service and/or install.
- B. Employ and have on duty during the appropriate business hours, at least one person who is currently certified by the FAA with ratings appropriate to the services offered.
- C. Conduct operations or business activities only inside hangars or other structures designed for such functions, unless the activity needs to be done outside of a hangar.

10. Aircraft Charter and Air Taxi Services

All SASOs conducting Aircraft Charter and Air Taxi Services must meet the following additional requirements:

- A. Have current FAR Part 135 Certificates or provisional FAR Part 135 Certificates.

- B. All aircraft shall meet the requirements of their FAA certificate and Operating Specifications Manual.

11. Hangar Leasing Services

All SASOs conducting Hangar Leasing Services must:

- A. Lease sufficient land to accommodate the proposed number of hangars and/or T-Hangars based on the following:
 - 1. Compliance with any applicable FAA Minimum Standards for the storage of Aircraft for Hangars and T-Hangars.
- B. Register with the City the Aircraft based at the Airport stored within the Operator's Hangars or T-Hangars.

12. Specialized Commercial Flying Services

All SASOs conducting Specialized Commercial Flying Services must:

- A. Demonstrate availability of aircraft suitably equipped for the particular type of operation intended to perform.

13. Aerial Applicators

No person may use the Airport for loading, unloading, airframe/hopper/tank wash down, other than engine repair of any aircraft used to apply any insecticide, fungicide, rodenticide, or herbicide unless he first gets written permission from the City. The City shall not grant such a permit unless the applicant follows procedures for and obtains a SASO permit and, in addition, agrees to provide at its own expense a paved work area with adequate provisions to collect all debris, liquids, and other materials from such aircraft and deposit same in a container and dispose of same in a manner approved by the Federal Environmental Protection Agency, Texas Department of Health, Texas Commission of Environmental Quality, Texas Department of Water Resources, Texas Department of Agriculture, and code of ordinances and regulations of City of Brenham and Washington County.

14. Mobile Aircraft Washing Services

Aircraft washing is restricted to designated wash rack areas and/or other areas permitted under an approved Aircraft Washing Plan. All SASOs conducting Mobile Aircraft Washing Services must:

- A. Obtain approval of an Aircraft Washing Plan that contains the following information:
 - 1. Name of individual/company conducting washing services, contact name and phone number.
 - 2. A site map of the area in which washing will occur. The site map must contain the following:

- (a) An outline of the washing location to include location of runoff control structures.
 - (b) Approximate distance (in feet) from washing area to nearest drain(s).
 - (c) Reference to buildings, terminal, roads, etc.
 - (d) North arrow.
- B. A detailed description of washing method/operation, including the following details:
 - 1. Wash water containment method(s), (ramp scrubber, containment boom, dry, etc.).
 - 2. Amount of water used per wash and frequency of operation.
 - 3. Name, amount of chemical(s) used per wash.
 - 4. If "dry" washing or washing/coating operations are to be conducted provide affirmation that tarps will be used to collect residual material for its proper disposal and protect the ramp (if appropriate).
- C. Safety sheets (SDS) for all chemicals to be used.
- D. The method of disposal of retrieved wash/wastewater. If water is to be disposed of on Airport property, the following steps must be taken:
 - 1. Disposal of wash/wastewater must be done through an oil/water interceptor in to the sanitary sewer system; and
 - 2. Approval for the discharge of wash/wastewater on Airport property must be obtained from the City. The approval letter must be included in the final washing plan.

15. Mobile Aircraft Maintenance and Repair Services

All SASOs conducting Mobile Aircraft Maintenance and Repair Services must:

- A. Be currently certified by the FAA with ratings appropriate to the work being performed and who holds an Airframe, Power Plant, or Aircraft Inspector rating.
- B. Conduct all activities inside hangars, when feasible.

SECTION 4

INSURANCE

Section 4 Insurance

1. General Insurance Requirements

Each Aircraft Operator and Commercial Operator shall at all times maintain in effect the following types and minimum amounts of insurance as applicable to the business/operation to be conducted. All insurance shall be in a form and from an insurance company with a Best's financial rating of at least B++. "Claims Made" policies will not be accepted. All policies, except worker's compensation policy, shall name the City and its elected or appointed officials, officers, representatives, managers, agents and employees as "Additional Insureds," and the Operator shall furnish to the City certification of insurances evidencing the required coverage cited herein prior to engaging in any Airport activity. Such certificates shall provide for unequivocal thirty (30) day notice to City of cancellation, or material change of any policy limits or conditions. The City may require that a complete copy of an insurance policy be submitted to the City. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted. Following notice of failure to provide required insurance, the City may cancel any license, permit, or agreement if the default is not cured within fourteen (14) days from the date of notice.

2. Insurance on all Structures

At all times during the term of the lease of land at the Airport, the lessee, at its own expense, shall maintain insurance in the amount of one hundred percent (100%) of the replacement value on all structures on the leased property at the Airport protecting the lessee and the owner, as their interests may appear, against loss of damage or destruction by fire, accident, hurricane, lightning, windstorm, hail, explosion, vandalism, smoke or other perils.

3. Worker's Compensation insurance must be maintained covering all persons employed by a Commercial Operator in connection with any work done on or about the Airport, or in lieu of such workmen's compensation insurance, a program of self-insurance complying with the rules, regulations and requirements of the appropriate state agency of the State of Texas.

4. Schedule of Minimum Insurance Requirements

A. Fixed-Based Operator

Commercial general aviation liability policy with coverage for premises, operations, and product liability.	\$1,000,000
Products and Completed Operations Liability	\$1,000,000
Hangar Keeper's Liability	\$1,000,000

Aircraft liability, with coverage for bodily injury and property damage, including passengers.	\$1,000,000
B. Specialized Aviation Services Operator (SASO)	
Commercial general aviation liability policy with coverage for premises, operations and products liability.	\$1,000,000
Aircraft liability, with coverage for bodily injury and property damage, including passengers.	\$1,000,000
C. All Other Operations/Users	
General aviation liability policy with coverage for Premises, operations and products liability.	\$1,000,000

5. Special Instructions

- A. Any Aircraft Operator seeking to "self fuel," as defined in FAA Advisory Circular 150/5190-6 shall have a minimum \$1,000,000 general liability policy that contains an endorsement specifically permitting self-fueling.
- B. Any Operator using service vehicles on the Airport premises in support of its operations shall maintain additional coverage of Comprehensive Business Automobile Liability with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. The coverage shall include all hired and non-owned automobiles.

6. Additional Insurance Required

In addition to the types and amounts of insurance required by this Article, each Operator shall at all times maintain such other insurance as the City may reasonably determine to be necessary for such Operator's activities.

SECTION 5

BUILDING/IMPROVEMENT STANDARDS

Section 5 Building/Improvement Standards

1. Buildings and Structures

All buildings and structures owned by Operators on the Airport shall comply with State and local laws, codes and regulations. All buildings, structures and improvements must be maintained in a sound structural and mechanical condition throughout the term of use by Operator.

2. Maintenance of the Airport

Each Lessee of land or facilities on the Airport shall keep the leased area/facilities neat (appropriately painted where appropriate), trimmed, clean, free from any type of hazard of life, limb, or property, free from junk and debris. Maintenance of areas not leased shall be the responsibility of the City.

3. Buildings and Structures Standard

No person may construct, remodel, erect, or maintain any structure or shelter, either permanent or temporary, unless specifically authorized by the City. Except as noted hereinafter, in no event shall the City authorize construction, erection, or continued presence of a structure unless it is of permanent metal and/or masonry construction, paved floors, and at a minimum, meet building, fire, and other codes or standards applicable in the City and/or at the Airport. The City may waive this policy if determined that such action is necessary to provide a minimal level of service to Airport users. All asphalt pavement must be constructed to support the maximum weight of the aircraft planned for using the hangar location.

4. Construction Process

Before commencing any improvements or modifications, the Operator must submit detailed construction plans and specifications to the City for approval. Operator must obtain City issued building permit. Operator must comply with all required building inspections.

5. Notice of Proposed Construction or Alteration

Prior to any new construction or alteration of an existing structure, a Form 7460-1 should be filed electronically for the permanent building envelope at <https://oceaaa.faa.gov>. In addition, a Form 7460-1 should also be filed for the temporary construction equipment envelope. The FAA will determine if there are any obstructions to air navigation or navigational facilities and the necessary measures that must take place prior to, or during, construction or alteration.

SECTION 6

LEASING

Section 6 Leasing

1. Conflicts in Lease

Should any portion of these Standards conflict with the conditions of any lease agreement executed by the City, the conditions in the executed lease agreement will control over these Standards for the remainder of the lease term or renewal thereof.

2. Exclusive Rights

No person may be granted in fact or by written instrument any exclusive right in violation of the FAA Grant Assurances applicable to the Airport. Determination of the existence of a prohibited exclusive right lies within the exclusive jurisdiction of the FAA. If FAA determines any provision of a written instrument or a practice in fact constitutes a grant of a prohibitive exclusive right, such provision or grant shall be deemed void.

3. Ground Lease Applications

A request shall be made to the City, who will provide the applicant with instructions on the information that is needed to proceed with the request. The following shall be required for all applications to lease:

- A. Concept plan including preliminary sketches of construction and infrastructure build out.
- B. Timeline to complete project.
- C. Intended aeronautical use of project.

The City will review the request for compliance with Airport Layout Plan, Airport Master Plan, Airport Ordinance, Airport Rules and Regulations, and Minimum Standards. City may at this time request changes to the proposed lease if above listed compliance are not met.

After receipt of a completed request for a lease, the City and potential lessee will present the lease proposal at the next scheduled Advisory Board meeting. The Advisory Board may defer the proposed lease to a future Advisory Board meeting if additional information or changes to the proposal are required.

All lease proposals will be forwarded to the City Council meeting with a recommendation from the Advisory Board.

4. Fees Due From Operators at/on Airport

The following shall be due and payable to the City on or before the 10th business day of each calendar month for charges incurred during the calendar month next proceeding, as follows:

- A. Sums due under any leases of land or land with improvements.

- B. Sums due under any agreement granting operating rights at or from the Airport.

5. Terminal Apron Leasing

No two (2) or more related persons/entities (legally, by third degree of consanguinity or affinity, or otherwise) may be granted a lease or any portion thereof on the Terminal Apron or on all or substantially all the land contiguous thereto. Aircraft Operators may lease tie-down spots.

6. Lease Cancellation/Reduction in Scope

Land leased on the Airport must be promptly, effectively, and reasonably fully utilized. Any person leasing vacant land on the Airport must commence construction of minimum facilities, as described in the lease with the City, no later than one (1) year from the date of the lease agreement, provided however, that the City may grant such extensions as the City may deem necessary. The facilities shall be completed no later than one (1) year after construction commences.

Total Cancellation: If any lessee fails to promptly and effectively utilize any of the leased premises, City may lease the tract to another qualified person in accordance with procedures set out elsewhere herein.

Partial Cancellation: If a lessee after such two (2) year period (and any extension that may be granted by the City) is using only part of the area leased to him, the City may, or on receiving from an otherwise qualified person a bona fide firm offer to lease the unused portion, unilaterally reduce the lease to the area being actually used, provided, however, that in no event (except where lease is totally cancelled) will a FBO's or a SASO's lease be reduced below the minimum required acreage for such Operators.

7. Lease Charges/Escalation Clauses/Terms

All unimproved Airport property shall be leased at an amount per square foot, per year as set by the City. The term of each lease for use of unimproved Airport property shall be set by City, not to exceed thirty (30) years.

8. Removal and Repair of Unairworthy Aircraft and Inoperable Vehicles

- A. All aircraft, located anywhere on the Airport, must be either: (1) airworthy; or (2) undergoing necessary repairs or maintenance, by an FAA approved license holder. The City may send a written request for proof of airworthiness to the registered owner of an aircraft at the address on file with the FAA Registration Branch. An Aircraft Owner receiving such request must within twenty (20) days: (1) provide proof of airworthiness; or (2) move the aircraft to an approved repair facility and submit to the City a letter from such facility stating that repairs necessary to render the Aircraft airworthy are being undertaken and the estimated date of airworthiness.
- B. If an Aircraft Owner fails to respond appropriately within thirty (30) days to an airworthiness enquiry letter then the City may assess additional rent in the

amount of (fifty dollars) \$50 per day for each day beyond thirty (30) days that the Aircraft remains at the Airport.

- C.** If an Aircraft remains in an outdoor parking space for more than sixty (60) days beyond expiration of the thirty (30) day response, the City may move such Aircraft to other hangared or outdoor parking area as it deems appropriate. Rent after such sixty (60) day period shall be assessed at (one hundred dollars) \$100 per day.

APPENDIX A

BUSINESS APPLICATION

**BRENHAM MUNICIPAL AIRPORT AERONAUTICAL
BUSINESS APPLICATION and PERMIT**

(Required to conduct commercial aeronautical activity on the Airport)

Business or activity to be conducted (Check all that apply):

- | | |
|--|--|
| ☐ Fixed-Based Operator | ☐ Aircraft Charter and Air Taxi Services |
| ☐ Aircraft Sales | ☐ Hangar Leasing Services |
| ☐ Airframe, Engine and
Accessory Maintenance
Services | ☐ Specialized Commercial Flying
Services |
| ☐ Aircraft Leasing or Rental
Services | ☐ Aerial Applicators |
| ☐ Flight Training Services | ☐ Mobile Aircraft Washing Services |
| ☐ Avionics, Instruments or
Propeller Repair Services | ☐ Mobile Aircraft Maintenance and
Services |
| ☐ Other | |

These activities are limited to the Airport by ordinance. Please refer to the Airport Minimum Standards for further information on each type of business.

Applicant: _____

Authorized Representative: _____

Title: _____

Business Address: _____

City, State, Zip: _____

Billing Address: _____

City, State, Zip: _____

Phone: Work: _____ Cell: _____

Fax: _____ Emergency: _____

The Applicant hereby request the above business or activity from the City for the privilege of conducting Commercial Aeronautical Activities on the Airport.

Each FBO application must include a Business Plan and Financial Package. The Business Plan must include information on how the applicant plans to provide required services. The Financial Package must include a list of individuals/parties with a material interest in the business as well as demonstrate the capital necessary to support the required operations of the business desiring to operate as an FBO on the Airport.

The undersigned representative certifies they are authorized to sign for the business and acknowledges receipt of a copy of this permit.

Authorized Representative's Signature

Date

City Approval:

Authorized Signature

Date

Please return application and/or documentation to:

(Mailing address)

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

(Physical address)

City of Brenham
Development Services Department
200 W. Vulcan Street
Brenham, Texas 77833



AGENDA ITEM 7

DATE OF MEETING: July 2, 2020	DATE SUBMITTED: June 26, 2020	
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 Upcoming Community Events and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: Due to the increase in COVID cases in Texas, Governor Abbott issued Executive Order No, GA-28 on June 26, 2020 which provided the following instructions related to the gatherings of more than 100 people: <i>“For any outdoor gathering in excess of 100 people...the gathering is prohibited unless the mayor of the city in which the gathering is held, or the county judge in the case of a gathering in an unincorporated area, approves of the gathering...”</i> The City of Brenham has several community events scheduled within the next few months and the expected attendance at these events will be greater than 100 people; therefore, staff would like the Mayor and City Council’s direction on moving forward with the planning of these events. The events include, but may not be limited to: ➤ 2020 Summer Concert Series (Hot Nights, Cool Tunes) – July 11,18, 25 and August 1 ➤ 2020 Community Picnic – July 19 ➤ Movies in the Park – July 16 and 30 ➤ Summer Sip & Art Walk – August 8		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		

ATTACHMENTS: (1) Governor Greg Abbott’s Executive Order No. GA-28; and (2) Governor Abbott’s Minimum Standard Health Protocols for Outdoor Events
FUNDING SOURCE (Where Applicable):
RECOMMENDED ACTION: No staff recommendation – for discussion by Mayor and City Council.
APPROVALS: James Fisher



GOVERNOR GREG ABBOTT

June 26, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
8:45 AM 'CLOCK

JUN 26 2020

Secretary of State

The Honorable Ruth R. Hughes
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

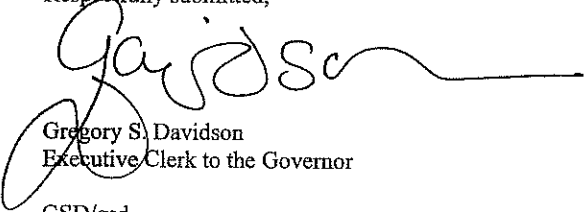
Dear Secretary Hughes:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-28 relating to the targeted response to the COVID-19
disaster as part of the reopening of Texas.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

POST OFFICE BOX 12428 AUSTIN, TEXAS 78711 512-463-2000 (VOICE) DIAL 7-1-1 FOR RELAY SERVICES

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
June 26, 2020

EXECUTIVE ORDER GA 28

*Relating to the targeted response to the COVID-19 disaster
as part of the reopening of Texas.*

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have renewed the disaster declaration for all Texas counties; and

WHEREAS, the Commissioner of the Texas Department of State Health Services (DSHS), Dr. John Hellerstedt, has determined that COVID-19 continues to represent a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, I issued Executive Order GA-08 on March 19, 2020, mandating certain social-distancing restrictions for Texans in accordance with guidelines promulgated by President Donald J. Trump and the Centers for Disease Control and Prevention (CDC); and

WHEREAS, I issued Executive Order GA-14 on March 31, 2020, expanding the social-distancing restrictions for Texans based on guidance from health experts and the President; and

WHEREAS, I subsequently issued Executive Orders GA-16, GA-18, GA-21, GA-23, and GA-26 from April through early June 2020, aiming to achieve the least restrictive means of combatting the threat to public health by continuing certain social-distancing restrictions, while implementing a safe, strategic plan to Open Texas; and

WHEREAS, as Texas reopens in the midst of COVID-19, increased spread is to be expected, and the key to controlling the spread and keeping Texas residents safe is for all Texans to consistently follow good hygiene and social-distancing practices, especially those set forth in the minimum standard health protocols from DSHS; and

WHEREAS, due to recent substantial increases in COVID-19 positive cases, and increases in the COVID-19 positivity rate and hospitalizations resulting from COVID-19, targeted and temporary adjustments to the reopening plan are needed to achieve the

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8:45 AM O'CLOCK

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least restrictive means for reducing the growing spread of COVID-19 and the resulting imminent threat to public health, and to avoid a need for more extreme measures; and

WHEREAS, everyone must act safely, and to that end, this executive order and prior executive orders provide that all persons should follow the health protocols from DSHS, which whenever achieved will mean compliance with the minimum standards for safely reopening, but which should not be used to fault those who act in good faith but can only substantially comply with the standards in light of scarce resources and other extenuating COVID-19 circumstances; and

WHEREAS, the "governor is responsible for meeting ... the dangers to the state and people presented by disasters" under Section 418.011 of the Texas Government Code, and the legislature has given the governor broad authority to fulfill that responsibility; and

WHEREAS, failure to comply with any executive order issued during the COVID-19 disaster is an offense punishable under Section 418.173 by a fine not to exceed \$1,000, and may be subject to regulatory enforcement;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, and in accordance with guidance from DSHS Commissioner Dr. Hellerstedt and other medical advisors, the Governor's Strike Force to Open Texas, the White House, and the CDC, do hereby order the following on a statewide basis effective at noon on June 26, 2020:

Every business establishment in Texas shall operate at no more than 50 percent of the total listed occupancy of the establishment; provided, however, that:

1. There is no occupancy limit for the following:
 - a. any services listed by the U.S. Department of Homeland Security's Cybersecurity and Infrastructure Security Agency (CISA) in its Guidance on the Essential Critical Infrastructure Workforce, Version 3.1 or any subsequent version;
 - b. religious services, including those conducted in churches, congregations, and houses of worship;
 - c. local government operations, including county and municipal governmental operations relating to licensing (including marriage licenses), permitting, recordation, and document-filing services, as determined by the local government;
 - d. child-care services;
 - e. youth camps, including but not limited to those defined as such under Chapter 141 of the Texas Health and Safety Code, and including all summer camps and other daytime and overnight camps for youths; and
 - f. recreational sports programs for youths and adults;
2. Except as provided below by paragraph number 5, this 50 percent occupancy limit does not apply to outdoor areas, events, or establishments, except that the following outdoor areas or outdoor venues shall operate at no more than 50 percent of the normal operating limits as determined by the owner:
 - a. professional, collegiate, or similar sporting events;
 - b. swimming pools;
 - c. water parks;
 - d. museums and libraries;
 - e. zoos, aquariums, natural caverns, and similar facilities; and

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- f. rodeos and equestrian events;
- 3. This 50 percent occupancy limit does not apply to the following establishments that operate with at least six feet of social distancing between work stations:
 - a. cosmetology salons, hair salons, barber shops, nail salons/shops, and other establishments where licensed cosmetologists or barbers practice their trade;
 - b. massage establishments and other facilities where licensed massage therapists or other persons licensed or otherwise authorized to practice under Chapter 455 of the Texas Occupations Code practice their trade; and
 - c. other personal-care and beauty services such as tanning salons, tattoo studios, piercing studios, hair removal services, and hair loss treatment and growth services;
- 4. Amusement parks shall operate at no more than 50 percent of the normal operating limits as determined by the owner;
- 5. For any outdoor gathering in excess of 100 people, other than those set forth above in paragraph numbers 1, 2, or 4, the gathering is prohibited unless the mayor of the city in which the gathering is held, or the county judge in the case of a gathering in an unincorporated area, approves of the gathering, and such approval can be made subject to certain conditions or restrictions not inconsistent with this executive order;
- 6. For dine-in services by restaurants that have less than 51 percent of their gross receipts from the sale of alcoholic beverages, the occupancy limit shall remain at 75 percent until 12:01 a.m. on June 29, 2020, at which time such restaurants may only operate at up to 50 percent of the total listed occupancy of the restaurant, subject to paragraph number 9 below;
- 7. People shall not visit bars or similar establishments that hold a permit from the Texas Alcoholic Beverage Commission (TABC) and are not restaurants as defined above in paragraph number 6; provided, however, that the use by such bars or similar establishments of drive-thru, pickup, or delivery options for food and drinks is allowed to the extent authorized by TABC;
- 8. People shall not use commercial rafting or tubing services, including rental of rafts or tubes and transportation of people for the purpose of rafting or tubing;
- 9. For any business establishment that is subject to a 50 percent "total listed occupancy" limit or "normal operating limit," and that is in a county that has filed with DSHS, and is in compliance with, the requisite attestation form promulgated by DSHS regarding minimal cases of COVID-19, the business establishment may operate at up to 75 percent of the total listed occupancy or normal operating limit of the establishment;
- 10. For purposes of this executive order, facilities with retractable roofs are considered indoor facilities, whether the roof is opened or closed;
- 11. Staff members are not included in determining operating levels, except for manufacturing services and office workers;
- 12. Except as provided in this executive order or in the minimum standard health protocols recommended by DSHS, found at www.dshs.texas.gov/coronavirus, people should not be in groups larger than ten and should maintain six feet of social distancing from those not in their group;
- 13. People over the age of 65 are strongly encouraged to stay at home as much as possible; to maintain appropriate distance from any member of the household who has been out of the residence in the previous 14 days; and, if leaving the

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- home, to implement social distancing and to practice good hygiene, environmental cleanliness, and sanitation;
14. In providing or obtaining services, every person (including individuals, businesses, and other legal entities) should use good-faith efforts and available resources to follow the minimum standard health protocols recommended by DSHS;
 15. Nothing in this executive order or the DSHS minimum standards precludes requiring a customer to follow additional hygiene measures when obtaining services. Individuals are encouraged to wear appropriate face coverings, but no jurisdiction can impose a civil or criminal penalty for failure to wear a face covering;
 16. People shall not visit nursing homes, state supported living centers, assisted living facilities, or long-term care facilities unless as determined through guidance from the Texas Health and Human Services Commission (HHSC). Nursing homes, state supported living centers, assisted living facilities, and long-term care facilities should follow infection control policies and practices set forth by HHSC, including minimizing the movement of staff between facilities whenever possible; and
 17. For the remainder of the 2019-2020 school year, public schools may resume operations for the summer as provided by, and under the minimum standard health protocols found in, guidance issued by the Texas Education Agency (TEA). Private schools and institutions of higher education are encouraged to establish similar standards. Notwithstanding anything herein to the contrary, schools may conduct graduation ceremonies consistent with the minimum standard health protocols found in guidance issued by TEA.

Notwithstanding anything herein to the contrary, the governor may by proclamation add to the list of establishments or venues that people shall not visit.

This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts services allowed by this executive order, allows gatherings prohibited by this executive order, or expands the list or scope of services as set forth in this executive order. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.

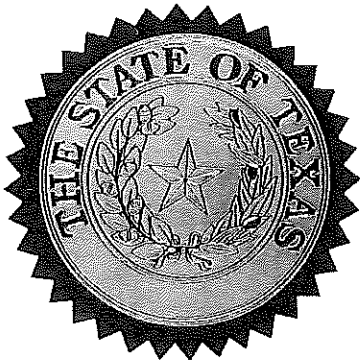
All existing state executive orders relating to COVID-19 are amended to eliminate confinement in jail as an available penalty for violating the executive orders. To the extent any order issued by local officials in response to the COVID-19 disaster would allow confinement in jail as an available penalty for violating a COVID-19-related order, that order allowing confinement in jail is superseded, and I hereby suspend all relevant laws to the extent necessary to ensure that local officials do not confine people in jail for violating any executive order or local order issued in response to the COVID-19 disaster.

This executive order supersedes Executive Order GA-26, but does not supersede Executive Orders GA-10, GA-13, GA-17, GA-19, GA-24, GA-25, or GA-27. This

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executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.



Given under my hand this the 26th
day of June, 2020.

A handwritten signature of Greg Abbott in black ink.

GREG ABBOTT
Governor

ATTESTED BY:

A handwritten signature of Ruth R. Hughes in black ink.

RUTH R. HUGHES
Secretary of State

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SECRETARY OF STATE
8:45AM O'CLOCK

JUN 26 2020

MINIMUM STANDARD HEALTH PROTOCOLS



☒ CHECKLIST FOR OUTDOOR EVENTS

Page 1 of 2

Outdoor events, such as July 4 celebrations and other large outdoor gatherings with estimated attendance of 100 or more, are permissible to hold in Texas. The county judge or the mayor, as appropriate, in coordination with the local public health authority, must give approval to such an outdoor gathering or event prior to it being held.

The following are the minimum recommended health protocols for all outdoor events in Texas. These minimum health protocols are not a limit on the health protocols that individuals may adopt. Individuals are encouraged to adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all Texans.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Individuals should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization.

Health protocols for individuals:

- ☐ **Individuals aged 65 or older are at a higher risk of COVID-19. To the extent possible, avoid contact within 6 feet with individuals aged 65 and older. Individuals aged 65 and older should stay at home as much as possible. Large gatherings, even those held outside, pose a significant risk to this population.**
- ☐ **Individuals should avoid being in a group larger than 10 individuals (including those within the individual's household). Within these groups, individuals should, to the extent possible, minimize in-person contact with others not in the individual's household. Minimizing in-person contact includes maintaining 6 feet of separation from individuals. When maintaining 6 feet of separation is not feasible, other methods should be utilized to slow the spread of COVID-19, such as wearing a face covering or mask, washing or sanitizing hand frequently, and avoiding sharing utensils or other common objects.**
- ☐ **Individuals should maintain 6 feet of separation from others outside the individual's group. A group is defined as no more than 10 persons including the members of the household and those persons who traveled together to the event.**
- ☐ **Self-screen before going to an outdoor event for any of the following new or worsening signs or symptoms of possible COVID-19:**

☐ Cough	☐ Sore throat
☐ Shortness of breath or difficulty breathing	☐ Loss of taste or smell
☐ Chills	☐ Diarrhea
☐ Repeated shaking with chills	☐ Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
☐ Muscle pain	☐ Known close contact with a person who is lab confirmed to have COVID-19
☐ Headache	

MINIMUM STANDARD HEALTH PROTOCOLS



OUTDOOR EVENTS: Page 2 of 2

- ☐ Wash or disinfect hands after any interaction with employees, other individuals, or items at the outdoor event.
- ☐ Consistent with the actions taken by many individuals across the state, consider wearing cloth face coverings (over the nose and mouth) at the outdoor event when within 6 feet of another person who is not a member of the individual's group.
- ☐ Clean and sanitize any items before and after use.

Local approval factors:

- ☐ Local approval for large outdoor gatherings (those with an estimated attendance exceeding 100 individuals) is appropriate in this instance because a statewide standard is unable to take into account the various factors needed to ensure such a gathering in varied locations is safe and will minimize the spread of COVID-19. Further, business parity is not an issue at large outdoor events.
- ☐ In evaluating large gatherings (those with an estimated attendance exceeding 100 individuals), the county judge or the mayor, as applicable, should consider the following factors:
 - ☐ The overall number of projected attendees;
 - ☐ The likelihood of individuals over the age of 65 attending;
 - ☐ The density of the forum and the ability to ensure social distancing of 6 feet between individuals; and
 - ☐ The level of transmission in the county.
- ☐ Gatherings of less than 100 individuals may proceed consistent with all the health protocols above without approval of the county judge, local health authority, or mayor, as applicable.



AGENDA ITEM 8

DATE OF MEETING: July 2 nd , 2020	DATE SUBMITTED: June 26 th , 2020
DEPT. OF ORIGIN: Parks and Recreation	SUBMITTED BY: Tammy Jaster
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 Resolution No. R-20-025 Authorizing the Execution of an Agreement with TxDOT for the Temporary Closure of State Right of Way in Connection with the 2020 Brenham Community Picnic to be held on July 19, 2020.	
SUMMARY: The Brenham Community Picnic a picnic to encourage members of the community to come together and just get to know others in the community including City and County Officials, Peace Officers, and other first responders. We will be having a DJ, hot dogs and encouraging the community to bring their own yard games. This event is Sunday, July 19 th , 2020 and we are requesting the following temporary road closures for the lighted parade: N Park St (HWY 36) from N Market St to Emile St. in Brenham, Texas (Washington County) from 4:00pm to 8:00pm. Closures more than four hours need approval, per our agreement with TxDOT.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS: None	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Resolution No. R-; (2) Application for Event Permit (With Street Closures); and (3) Agreement with TxDOT	
FUNDING SOURCE (Where Applicable):	
RECOMMENDED ACTION: Approve Resolution No. R-20-025 authorizing the execution of an agreement with TxDOT for the temporary closure of state right of way in connection with the 2020 Brenham Community Picnic to be held on July 19, 2020.	
APPROVALS: James Fisher	

RESOLUTION NO. R-20-025

THE STATE OF TEXAS

COUNTY OF WASHINGTON

WHEREAS, the Texas Department of Transportation operates certain state highways within the City limits of the City of Brenham;

WHEREAS, the City of Brenham has received requests for street closings along state highways within the City of Brenham;

WHEREAS, the Texas Department of Transportation and the City of Brenham have agreed to certain terms and conditions regarding the closing of a portion of the state highway within the City limits for the purpose of said closings;

WHEREAS, the City Council of the City of Brenham has considered the foregoing and the aforesaid contract and have agreed to be bound by the provisions thereof for the purpose of closing said streets for the Brenham Community Picnic.

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

The Mayor of Brenham, acting on behalf of the City Council of the City of Brenham is hereby authorized to execute the attached agreement with the Texas Department of Transportation in connection with the closure of state highways within the City of Brenham associated with the 2020 Brenham Community Picnic. This resolution is effective upon its adoption.

Adopted this the ____ day of _____ 2020.

Milton Y. Tate, Jr.,
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

APPLICATION FOR EVENT PERMIT

1. Name of sponsoring organization: City of Brenham
2. Name of individual making application on behalf of sponsoring organizations: Tammy Jaster
3. Purpose of the event: Community Picnic
4. Proposed date(s) of event: Sunday, July 19th, 2020
5. Event start date and time: July 19th 2020 at 4:00pm
6. Event set-up times: From 12:00pm to 4:00pm
7. Breakdown/cleanup: From 8:00pm to 12:00am
8. Describe types of activities planned (entertainment, food booths, theme of items for sale, etc.):
Hot dogs, DJ, bring your own yard games,
meet your community leaders, law enforcement and first responders
9. Estimated attendance (event organizers and spectators): 500
10. Special Requests and/or additional information related to this event: this is a community event where residents are encouraged to come out
and meet the people who serve them as well as other people in the
community

11. Street Closure Times: Beginning at: 4:00 pm
(Date and time)

Ending at: 8:00pm
(Date and time)

12. Street Closings: **

N Park St from **N Market** to **Emile St**

_____ from _____ to _____

_____ from _____ to _____

_____ from _____ to _____

_____ from _____ to _____

_____ from _____ to _____

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

APPLICANT

Signature

Tammy Jaster

Printed Name

Date: _____

Contact Phone Number: 979-451-0436

CITY OF BRENHAM

By: _____
City Secretary

Date: _____

STATE OF TEXAS **§**

COUNTY OF WASHINGTON §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the “State,” and the City of BRENHAM, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the “local government.”

WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including N PARK ST. (HWY. 36), in WASHINGTON, County; and

WHEREAS, the local government has requested the temporary closure of N PARK ST. (HWY. 36) for the purpose of COMMUNITY PICNIC, from 4:00PM to 8:00PM as described in the attached “Exhibit A,” hereinafter identified as the “Event;” and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on 2nd day of July, 2020, the BRENHAM City Council passed Resolution / Ordinance No. _____, attached hereto and identified as “Exhibit B,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway

numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will

be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall

provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
Milton Y. Tate, Jr., Mayor City of Brenham P.O. Box 1059 Brenham, Texas 77834-1059	Texas Department of Transportation

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF BREHAM

Executed on behalf of the local government by:

By _____ Date _____

Agreement No. _____

City Official

Typed or Printed Name and Title: Milton Y. Tate, Jr.
Mayor

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Exhibit A

The Brenham Community Picnic a picnic to encourage members of the community to come together and just get to know others in the community including City and County Officials, Peace Officers, and other first responders. We will be having a DJ, hot dogs and encouraging the community to bring their own yard games.

Exhibit B – Signed Resolution for Street closure

Exhibit C

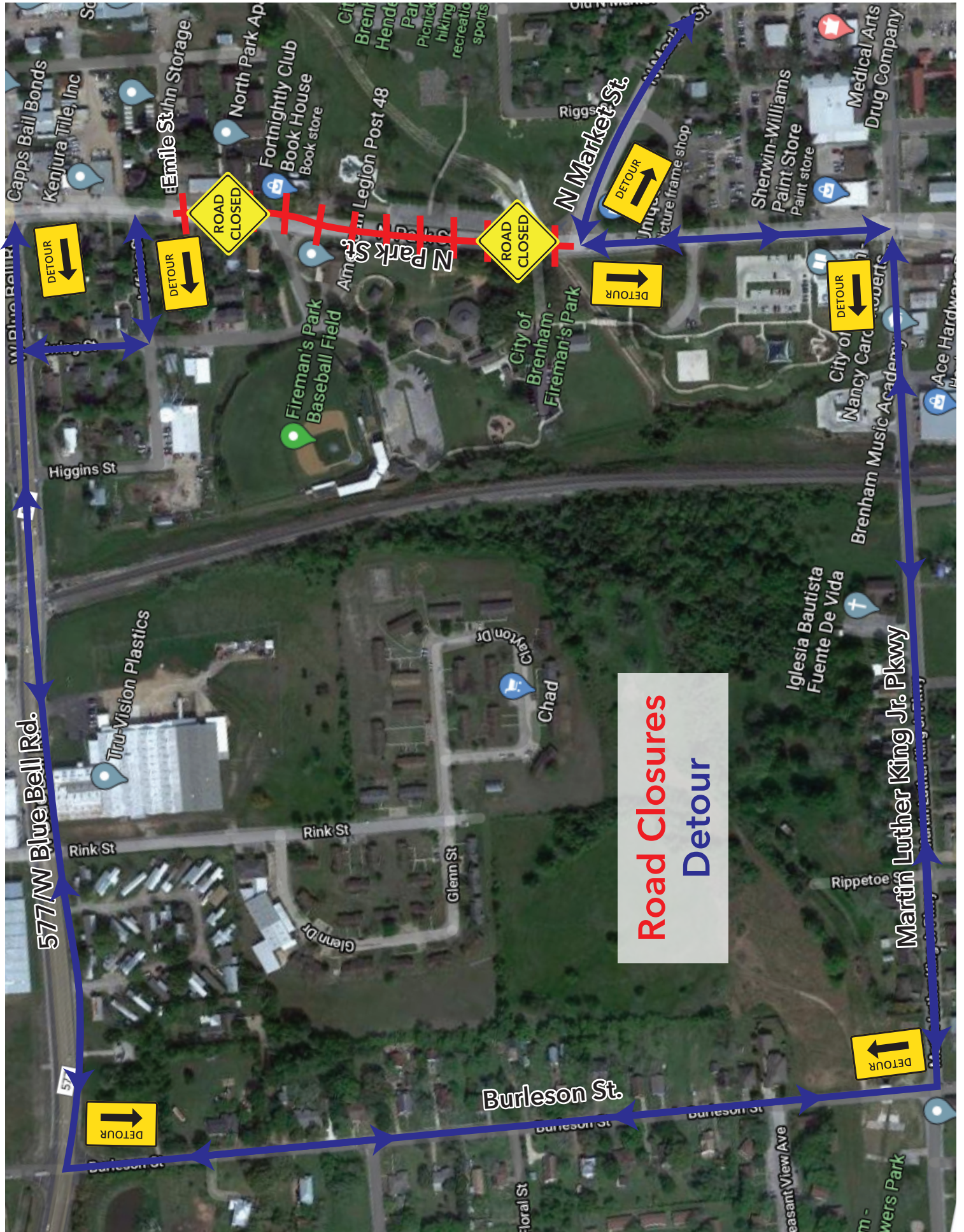
This request is for closure of N Park St (HWY 36) from N Market St to Emile St. in Brenham, Texas (Washington County) from 4:00pm to 8:00pm on Sunday, July 19th, 2020.

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

Electronic message boards will be placed at the intersection W Blue Bell Rd (577) and N Park St (HWY 36) detouring thru traffic to from Burleson to MLK.

The proposed activity that requires these street closures is the Brenham Community Picnic. Estimated attendance for the Picnic is approximately 500 people.

No planned physical modifications of any manmade or natural features in or adjacent to the right of way.



Road Closures
Detour



AGENDA ITEM 9

DATE OF MEETING: July 2, 2020	DATE SUBMITTED: June 26, 2020
DEPT. OF ORIGIN: Parks and Recreation	SUBMITTED BY: Tammy Jaster
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 Noise Variance Request in Connection with the 2020 Brenham Community Picnic to be Held from 4:00 p.m. to 8:00 p.m. on July 19, 2020 and Authorize the Mayor to Execute Any Necessary Documentation.	
SUMMARY: The Brenham Community Picnic a picnic to encourage members of the community to come together and just get to know others in the community including City and County Officials, Peace Officers, and other first responders. We will be having a DJ, hot dogs and encouraging the community to bring their own yard games. This event is Sunday, July 19 th , 2020 and we are requesting the following temporary road closures for the picnic N Park St (HWY 36) from N Market St to Emile St. in Brenham, Texas (Washington County) from 4:00pm to 8:00pm. Closures more than four hours need approval, per our agreement with TxDOT.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS: None	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Noise Variance Request	
FUNDING SOURCE (Where Applicable):	
RECOMMENDED ACTION: Approve a noise variance request in connection with the 2020 Brenham Community Picnic to be held from 4:00 p.m. to 8:00 p.m. on July 19, 2020 and authorize the Mayor to execute any necessary documentation	
APPROVALS: James Fisher	

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization:
City of Brenham
2. Name and address of individual making application on behalf of sponsoring organization: _____
Tammy Jaster, 200 W Vulcan St, Brenham, TX 77833
3. Purpose of the Event: Brenham Community Picnic
4. Location of Event: Fireman's Park and Henderson Park
5. Date of the event: July 19th, 2020
6. Time of Event: 4:00pm - 8:00pm
7. Event Set-up: From: 12:00pm To: 4:00pm
Event Clean-up: From: 8:00pm To: 12:00am
8. You are required to describe the following:
 - a) Types of Activities Planned and any additional information specific to this event: _____
Hot dogs, bring your own yard games, meet your community leaders, law enforcement and first responders
 - b) Bands/Musical Instruments: DJ setup
 - c) Sound amplification equipment:
yes
 - d) Cleanup provisions: Working with City Departments

Tammy Jaster

Name of Applicant (Printed or Typed)

Date: _____

Applicant or Authorized Person's Signature

Phone: 979-451-0436

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

this is a community event where residents are encouraged to come out

and meet the people who serve them as well as other people in the



AGENDA ITEM 10

DATE OF MEETING: July 2, 2020	DATE SUBMITTED: June 26, 2020
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 City of Brenham's COVID-19 (Coronavirus) Response and Recovery Efforts - Citizens Request for City-Wide Mask Order - Current Declaration of Local Disaster Dated April 30, 2020 (Resolution No. R-20-019)	
SUMMARY STATEMENT: The past few months City Manager James Fisher has provided the City Council with an update on the City's COVID-19 response and recovery efforts. The item on this agenda allows the City Council to discuss and possibly take action on a mandatory mask order for the City of Brenham. The City has received several e-mails and phone calls from concerned citizens requesting that Mayor Tate put a mandatory mask policy in place. Due to these requests, the Mayor would like to discuss this with the full City Council before taking any action and issuing an official Order.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference): N/A	
ATTACHMENTS: (1) Resolution No. R-20-019	
FUNDING SOURCE (Where Applicable): N/A	
RECOMMENDED ACTION: No staff recommendation – for discussion by Mayor and City Council.	
APPROVALS: James Fisher	

RESOLUTION NO. R-20-019

A RESOLUTION PROVIDING FOR CONTINUING THE MAYORAL DECLARATION OF LOCAL DISASTER, AS AMENDED BY THE CITY COUNCIL, DUE TO A PUBLIC HEALTH EMERGENCY RELATED TO THE COVID-19 (CORONAVIRUS) PANDEMIC

WHEREAS, the novel coronavirus (COVID-19) has been recognized globally as a contagious respiratory virus; and

WHEREAS, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying that COVID-19 poses an imminent threat of disaster for all counties in the state of Texas; and

WHEREAS, COVID-19 continues to spread and to pose an increasing, imminent threat of disaster throughout Texas; and

WHEREAS, the Centers for Disease Control and Prevention (CDC) has advised that person-to-person contact heightens the risk of COVID-19 transmission; and

WHEREAS, the President's Coronavirus Guidelines for America, as promulgated by President Donald J. Trump and the CDC on March 16th, 2020, and extended by the President through April 30, 2020, call upon Americans to slow the spread of COVID-19 by avoiding social gatherings in groups of more than 10 people, using drive-thru, pickup, or delivery options at restaurants and bars, and avoiding visitation at nursing homes, among other steps; and

WHEREAS, the Texas Department of State Health Services has determined that, as of March 19th, 2020, COVID-19 represents a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, said state of disaster requires that certain emergency protective measures be taken pursuant to the Texas Disaster Act of 1975 relating to Emergency Management and Public Health, pursuant to Chapter 418 of the Texas Government Code; and

WHEREAS, the Mayor of the City of Brenham, Texas issued a declaration of a local state of disaster on March 19, 2020; and

WHEREAS, the City Council of the City of Brenham, Texas desires to continue the March 19, 2020 Mayoral declaration of a local state of disaster, said declaration being amended to read as provided herein below;

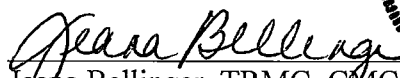
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Brenham, Texas:

SECTION 1. That a local state of disaster for public health emergency is hereby declared for the City of Brenham, Texas, pursuant to Section 418.108(a) of the Texas Government Code.

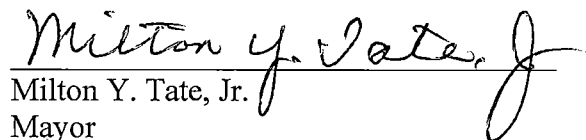
- SECTION 2.** That pursuant to Section 418.108(b) of the Texas Government Code the state of disaster for public health emergency shall continue from the date of this declaration, as approved by the City Council of the City of Brenham, Texas in this Resolution, until modified, amended, rescinded, or superseded by subsequent action of the Mayor or City Council of the City of Brenham, Texas.
- SECTION 3.** That pursuant to Section 418.108(c) of the Texas Government Code this declaration of a local state of disaster for public health emergency shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
- SECTION 4.** That pursuant to Section 418.108(d) of the Texas Government Code, this declaration of a local state of disaster activates the City of Brenham, Texas, emergency management plan, and authorizes the furnishing of aid and assistance under the declaration.
- SECTION 5.** That the City hereby adopts the provisions of Executive Order GA-18 issued by Governor Greg Abbott on April 27, 2020; further, the City hereby adopts the provisions of any subsequent Executive Order issued by Governor Abbott concerning the COVID-19 pandemic which are applicable to the City of Brenham, Texas. The provisions of GA-18 and all subsequent Executive Orders as described in this Section 5 are incorporated herein by reference as if written word for word.
- SECTION 6.** This declaration shall provide notice that the City of Brenham, Texas, will continue providing essential services; however, all services, excluding emergency responders (police and fire), will be offered by appointment only. All City-operated offices, buildings and workplaces are subject to limited physical access by the public, and the City will inform the public of any preferred communication methods and appointment-setting practices for the various City offices, departments and workplaces. The public is strongly encouraged to make all non-emergency requests for service from the City utilizing telecommunication devices or electronic mail (e-mail).
- SECTION 7.** This Resolution continuing said Mayoral declaration, as amended, shall take effect immediately upon the approval of the City Council of the City of Brenham, Texas, and remain in effect and in full force until modified, amended, rescinded, or superseded by subsequent action of the Mayor or City Council of the City of Brenham, Texas.

RESOLVED, DECLARED and APPROVED this the 30th day of April 2020.

ATTEST:


Jeana Bellinger, TRMC, CMC
City Secretary




Milton Y. Tate, Jr.
Mayor