



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, JUNE 18, 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 – Councilmember Kolby**
- 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 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**
Pages 1 - 25

WORK SESSION

- 5. Discussion and Presentation of the City of Brenham Development Update Regarding Recently Completed, Ongoing and Upcoming Projects**
Pages 26 - 52
- 6. Discussion and Presentation of the City of Brenham Public Works and Public Utilities Recently Completed, Ongoing and Upcoming Projects**
Pages 53 - 73
- 7. Discussion and Update on Fiscal Year 2019-20 Budget**
Page 74

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**
Pages 75 - 88
- 9. Discuss and Possibly Act Upon Resolution No. R-20-023 Adopting Revised Aviation Minimum Standards for the Brenham Municipal Airport**
Pages 89 - 176
- 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**
Pages 177 – 184
- 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**
Pages 185 – 187

12. **Discuss and Possibly Act Upon Recommendations for Appointments and/or Re-Appointments to Various City Boards and Commissions** **Pages 188 – 189**
13. **Discuss and Possibly Act Upon Resolution No. R-20-024 Amending the Policies and Procedures for City of Brenham Boards and Commissions** **Pages 190 – 192**
14. **Discussion and Update on the City of Brenham’s COVID-19 (Coronavirus) Response and Recovery Efforts** **Page 193**
15. **Administrative/Elected Officials Report**

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

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 June 18, 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 15, 2020 at 12:00 P.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.

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 4, 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, Police Chief Ron Parker, Director of Development Services Stephanie Doland, Police Captain Lloyd Powell, Officer Eddie Martinez, Stephen Scheffer.

Citizens present:

Stacie Oberrender, Austin Love and Luther Hueske

Media Present:

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

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Herring**
- 3. Special Presentation**
 - **Life Saving Award Presented to Brenham Police Department Officer Eddie Martinez**

4. **Service Recognition**
➤ **Stephen Scheffer, Wastewater Treatment** **25 Years**

5. **Citizens Comments**

There were no citizen comments.

CONSENT AGENDA

6. **Statutory Consent Agenda**

6-a. **Minutes from the May 7, 2020 and May 21, 2020 Regular City Council Meetings**

6-b. **Approve the Purchase of Materials for the Copper Conductor Replacement Project from Techline, Inc. Through the Lower Colorado River Authority (LCRA) Materials Program and Authorize the Mayor to Execute Any Necessary Documentation.**

A motion was made by Councilmember Cantey and seconded by Councilmember Herring to approve the Statutory Consent Agenda Items 6-a. and 6-b. as presented.

Mayor Pro Tem Ebel called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Absent
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

PUBLIC HEARING AND ASSOCIATED ACTION ITEMS

7. **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 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)**

City Manager James Fisher presented this item. Fisher advised that the Washington County Healthy Living Association/Margaret E. Blizzard Senior Activity Center (applicant) is requesting approval of a Specific Use Permit (SUP) on approximately 0.938 acres of land located on the northwest corner of E. Tom Green Street and Loesch Street.

Fisher stated that the applicant has requested a SUP in order to develop an accessory parking lot. The existing Senior Center has 122 parking spaces and the proposed parking lot would provide an additional 61 parking spaces for the Center. Fisher reported that the Planning and Zoning Commission voted 5-0-1 (Commissioner Alfred abstained) to recommend approval of the SUP request.

Mayor Pro Tem Ebel opened the public hearing.

Luther Hueske representing the Washington County Healthy Living Association addressed the Council and requested that they approve the request. Hueske explained that by adding this additional parking will keep the senior citizens from having to park along the street on Loesch Street.

Mayor Pro Tem Ebel closed the public hearing.

A motion was made by Councilmember Cantey and seconded by Councilmember Saunders to 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 Washington County Healthy Living Association/Margaret E. Blizzard Senior Activity Center, located at 1301 E. Tom Green Street, to allow an additional parking lot as an accessory use for the Margaret E. Blizzard Senior Activity Center for a Non-Profit Philanthropic Use in an R-1 Single-Family Residential Use 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).

Mayor Pro Tem Ebel 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

8. Public Hearing, Discussion and Possibly Act Upon an Ordinance on Its First 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)

City Manager James Fisher presented this item. Fisher stated that the subject property is a 1.071 acre tract of land addressed as 2418 S. Market Street and generally located on the south side of S. Market Street and midpoint between S. Chappell Hill Street to the west and Cantey Street to the east. Fisher explained that the applicant, Paul Leventis, is requesting the zoning change to allow for the construction of an office to serve the future Market Square development.

Fisher advised that the proposed rezoning is aligned with the City of Brenham Envision 2020 Comprehensive Plan and the Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request.

Mayor Tate opened the public hearing. There were no public comments received.

Mayor Tate closed the public hearing.

A motion was made by Councilmember Herring and seconded by Mayor Pro Tem Ebel to approve an Ordinance on its first 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).

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

REGULAR SESSION

9. Discuss and Possibly Act Upon Resolution No. R-20-021 Authorizing Execution of an Agreement with TxDOT for the Temporary Closure of State Right-of-Way in Connection with the 2020 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be Held on July 11, 18, 25 and August 1, 2020

City Manager James Fisher presented this item. Fisher explained that Hot Nights, Cool Tunes, are outdoor concert events hosted by the City and sponsored by local businesses. Fisher stated that the concerts are planned for July 11, 18, 25, and August 1, 2020 from 7:00 p.m. – 10:00 p.m. Fisher advised the Council that one or more lanes of Alamo Street between Park Street and St. Charles Street will be closed for stage setup and pedestrians from 2:00 p.m. to midnight or until the stage is removed.

A motion was made by Councilmember Cantey and seconded by Councilmember Kolby to approve Resolution No. R-20-021 authorizing execution of an agreement with TxDOT for the temporary closure of state right-of-way in connection with the 2020 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be held on July 11, 18, 25, and August 1, 2020.

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 Noise Variance in Connection with the 2020 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be Held from 2:00 p.m. to Midnight on July 11, 18, 25 and August 1, 2020 and Authorize the Mayor to Execute Any Necessary Documentation

City Manager James Fisher presented this item. Fisher explained that since Hot Nights, Cool Tunes will consist of bands and sound amplification, staff is required to get a noise variance approved by Council.

A motion was made by Councilmember Cantey and seconded by Councilmember Wright to approve a noise variance in connection with the 2020 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be held from 2:00 p.m. to Midnight on July 11, 18, 25 and August 1, 2020 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 Resolution No. R-20-022 Amending the City of Brenham Human Resources Policy Manual

City Manager James Fisher presented this item. Fisher explained that Human Resources Director Susan Nienstedt drafted an Early Retirement Program that will reward employees for their longevity at the City (their many years of dedication to the organization, community, and each other), and provide them with medical insurance, if needed, for a smooth transition into retirement. Fisher stated that the Program will be offered every five years to eligible employees and that eligibility will be defined by the Texas Municipal Retirement System's plan provisions of twenty years of service at any age, or five years of service at age sixty. Fisher explained that employees who complete thirty (30) years of service with the City will be able to take advantage of the Program at any time.

A motion was made by Councilmember Wright and seconded by Councilmember Cantey to approve Resolution No. R-20-022 amending the City of Brenham Human Resources Policy Manual.

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 Award of Bid for Project No. 62C-70C/65C-49C Related to the 2020 Burleson Street Utility Extensions and Authorize the Mayor to Execute Any Necessary Documentation

Public Works Director Dane Rau presented this item. Rau said that on May 21, 2020 the City and Strand Associates opened bids regarding sanitary sewer and gas extension work along Burleson Street. These extensions are in areas that were annexed in 2008 and property owners are now requesting sanitary sewer service. Rau reported that with work being done on sewers, staff included an alternate on having the contractor conduct gas extensions at the same time.

Rau reported that there were six (6) bids received with J&D Construction submitting the lowest bid. Rau said that Strand has conducted a review of the lowest bidder and all the reference checks received positive information back.

Rau said that three of J&D Construction's required forms were noted to be missing during the bid review process. Rau stated that the issue has been reviewed by the City Attorney and staff believe the bid can be awarded to J&D Construction. Rau noted that he has already received a few of the required documents.

City Attorney Cary Bovey stated that the Council can vote to award a bid with irregularities, as long as those irregularities do not relate to price, time, or scope of work. Bovey explained the reason is that the substantive terms of the bid are not in question, and therefore Council can create a binding contract by accepting the offered terms. Bovey advised that the irregularities in J&D Construction's bid submittal do not relate to substantive issues, and therefore Council can waive the irregularities and award the bid.

A motion was made by Councilmember Kolby and seconded by Councilmember Cantey to award a bid for Project No. 62C-70C/65C-49C, as authorized in the Bid Specifications issued by the City, and waive any and all irregularities in the bid submitted by Texas J & D Construction, Ltd. based on the finding by this City Council that such irregularities do not involve price, time or changes in the work on the project; and I further move that the base bid and alternate bid for the 2020 Burselson Street Utility Extensions project be awarded to J & D Construction, Ltd., in the total amount of \$170,464.54, contingent upon all required documents being submitted to the City, and authorize the Mayor 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

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

City Manager James Fisher reported on the following:

- Personal COVID kits were distributed each employee. The kits contained masks, filters, gloves, and hand sanitizer.
- Based on Governor Abbot's Executive Order (No. 26), the scheduled opening of some city facilities would be changed. BBAC opening to 50% next weekend. The Library will also be changing some of their requirements to allow patrons to visit beginning June 23rd on Tuesdays and Thursdays 10am-4pm.

- Parks and Recreation staff put together “Return to Play” guidelines to help get our fields and sports courts opened on June 15th.
- Playgrounds are scheduled to reopen June 15th also.
- Construction of the new splashpad in Henderson Park will be completed in 2-3 weeks. Staff is hoping to have it open in time for the July 4th holiday.
- Staff is still reviewing the Coronavirus Aid, Relief, and Economic Security (CARES) Relief Fund grant paperwork. It may be a challenge to get any expenses reimbursed but staff is still going to submit COVID-related expenditures.

14. Administrative/Elected Officials Report

City Manager James Fisher reported on the following:

- The City has received a Texas Parks and Wildlife Trail Grant for the renovation of the nature trail at Hohlt Park. It should be funded in Spring 2021.
- In coming months, Council will be asked to award bids related to grant administration and engineering related to the Community Development Block Grant Mitigation Program through the Texas General Land Office. If funded, the money would be used to help with various drainage projects.
- Upcoming meeting and FY21 budget dates are:
 - o June 18th – regular Council meeting at 1:00 p.m. that will include a FY20 and FY21 budget updates
 - o July 2nd – regular Council meeting at 1:00 p.m.; however, due to holiday the agenda will be kept light
 - o July 9th – special budget meeting, 9:00 a.m. to 3:00 p.m.
 - o July 15th – special budget meeting, 4:00 p.m. to 7:00 p.m.
 - o July 16th – special budget meeting, 9:00 a.m. to Noon; then regular Council meeting at 1:00 p.m.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-20-014

AN ORDINANCE AMENDING APPENDIX A – “ZONING” OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM GRANTING A SPECIFIC USE PERMIT TO WASHINGTON COUNTY HEALTHY LIVING ASSOCIATION/MARGARET E. BLIZZARD SENIOR ACTIVITY CENTER, LOCATED AT 1301 E. TOM GREEN STREET, TO ALLOW AN ADDITIONAL PARKING LOT AS AN ACCESSORY USE FOR A NON-PROFIT PHILANTHROPIC USE IN AN R-1 SINGLE-FAMILY RESIDENTIAL USE 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

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, this amendment was recommended for approval by the Brenham Planning and Zoning Commission during its regular meeting on May 26, 2020; and

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

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 additional parking lot as an accessory use for a non-profit philanthropic use in an R-1 Single-Family Residential use 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 (the “Property”), said 0.938 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 4th day of June, 2020.

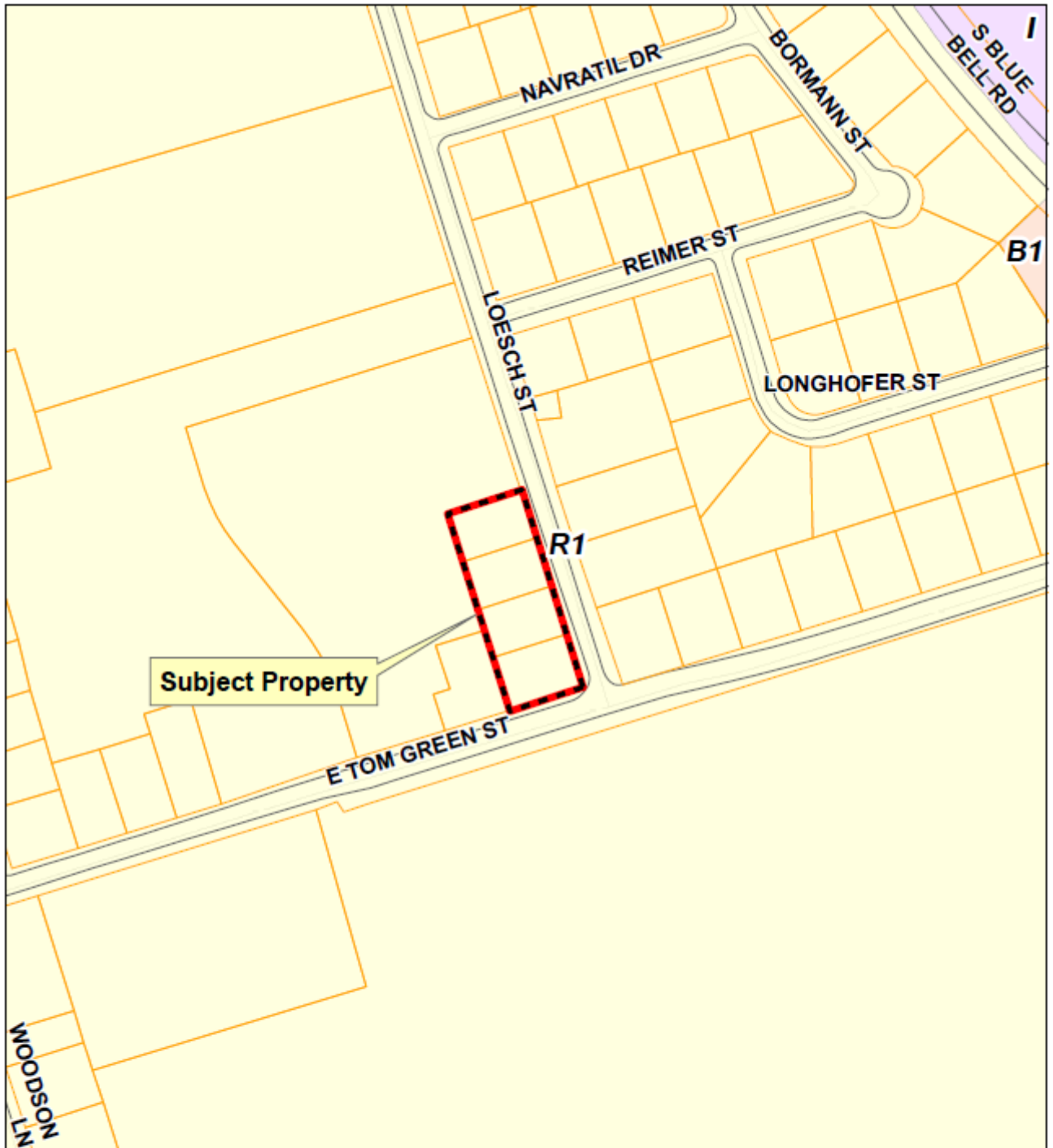
PASSED and APPROVED on its second reading this the 18th day of June, 2020.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit "A"



1 inch = 214 feet

ORDINANCE NO. O-20-015

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES, AND THE OFFICIAL ZONING MAP OF THE CITY OF BRENHAM, BY CHANGING THE ZONING DISTRICT CLASSIFICATION FROM 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.

WHEREAS, the owner(s) of the 1.071 acres of land generally located on the south side of S. Market Street and midpoint between S. Chappell Hill Street to the west and Cantey Street to the east and addressed as 2418 S. Market Street, and being further described as part of Tract 57 of the John Lang Survey, A-156, in Brenham, Washington County, Texas, (the "Property"), have requested that the Property be rezoned; and

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

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

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

WHEREAS, this amendment was recommended for approval by the City of Brenham Planning and Zoning Commission in its final report during its regular meeting on May 26, 2020; and

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

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

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

SECTION 1. That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, and the Official Zoning Map of the City of Brenham are hereby amended by changing the zoning district classification from a Mixed Residential District (R-2) to a Commercial, Research and Technology District (B-2) on approximately 1.071 acres of land addressed as 2418 South Market Street, and further described as part of Tract 57 of the John Lang Survey, A-156, in Brenham, Washington County, Texas, said area of land being further described and depicted in Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION 2. This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas.

PASSED and APPROVED on its first reading this the 4th day of June 2020.

PASSED and APPROVED on its second reading this the 18th day of June 2020.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit "A"

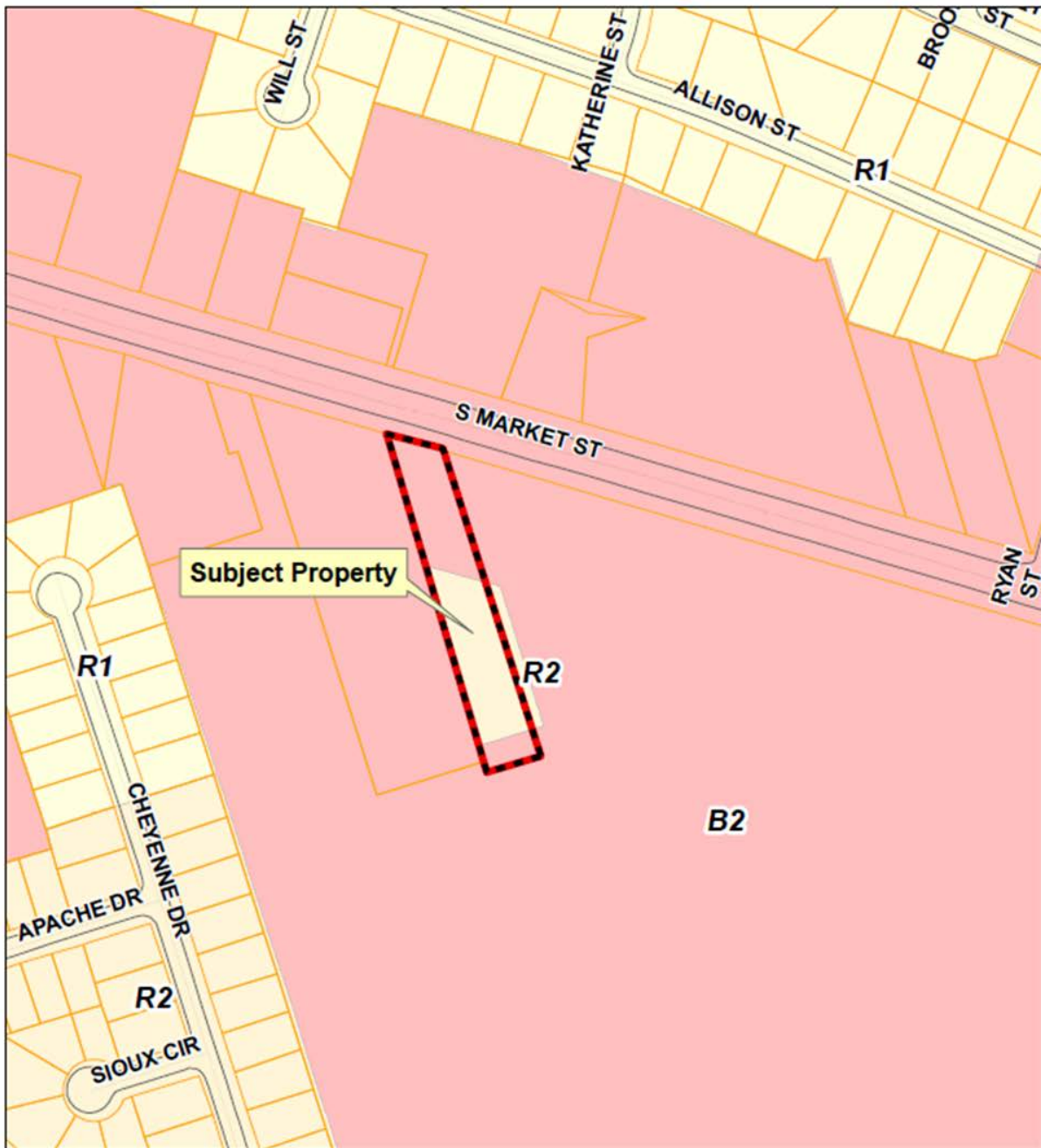


EXHIBIT "A"
ZONING MAP



1 inch = 214 feet



AGENDA ITEM 4-d

DATE OF MEETING: June 18, 2020	DATE SUBMITTED: June 9, 2020
DEPT. OF ORIGIN: Purchasing	SUBMITTED BY: Jeana Bellinger
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☒ CONSENT ☐ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1ST READING ☐ 2ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: 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	
SUMMARY STATEMENT: In 2017 the City Council approved a 3-year lease with Xerox Financial Services, LLC for three (3) copiers. The 3-year lease expired in April and staff has been working with Xerox the past few months on the best option for the City. Due to the copiers being in good shape and still providing all the services needed at this time, the recommendation is for the City to exercise the \$1.00 buy-out of the three machines and only have a contract with Xerox for service, maintenance and copy overages.	
The cost of the new 2-year contract with Xerox for the three copiers will be \$365.00 per month (split between five (5) departments) plus any copy overages as follows: <u>IT, Public Works and Marketing/Tourism</u>: \$200.00 per month (shared equally between departments). This includes 2,000 black and white copies and 4,000 color copies. Copy overages would be \$0.0085 for black and white and \$0.045 for color. <u>Fire</u>: \$90.00 per month This includes 2,000 black and white copies and 1,500 color copies. Copy overages would be \$0.0085 for black and white and \$0.045 for color. <u>Finance</u>: \$75.00 per month This includes 3,000 black and white copies and 1,000 color copies. Copy overages would be \$0.0085 for black and white and \$0.045 for color.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	

ATTACHMENTS: None
FUNDING SOURCE (Where Applicable):
RECOMMENDED ACTION: 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.
APPROVALS: James Fisher



AGENDA ITEM 4-e

DATE OF MEETING: June 18, 2020	DATE SUBMITTED: June 12, 2020
DEPT. OF ORIGIN: Public Utilities	SUBMITTED BY: Donald Reese
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☒ CONSENT ☐ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: 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	
SUMMARY STATEMENT: See attached memo.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Memo from Donald Reese (2) Section 4 Additional Materials List	
FUNDING SOURCE (Where Applicable):	
RECOMMENDED ACTION: 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	
APPROVALS: James Fisher	



Memo

To: Mayor Milton Tate
City Council
City Manager

From: Donald Reese

Date: June 18, 2020

Re: Consent Agenda

Construction Phase of the Copper Conductor Replacement Project is set to begin the first week of July for Section 4. During the June 4th meeting, Council approved the purchase of materials for Section 4. It was later realized that a portion of the required materials was missing from the proposal. The missing materials consist of clamps, bolts, anchors, guy wires, etc for an additional cost of \$33,148.35, bringing the total material cost for Section 4 to \$90,686.75. As always, all materials purchased for the Copper Conductor Replacement Project will be purchased from Techline, Inc. through the LCRA Material Purchasing Program.

Staff recommends the purchase of the additional material for the Copper Conductor Replacement Project, Section 4 to Techline Inc. in the amount of \$33,148.35.

City of Brenham

Bill of Materials

2018-2019 Copper Conductor Replacement

Section 4

Approved for Construction

STOCK NUMBER	VENDOR	DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
021026	C12585	ANCHOR NUT, PISA TRIPLE-EYE FOR 1"	35	8.90	311.50
021022	C12632P	ANCHOR ROD, PISA 1" THREADS, 3/4"	35	19.50	682.50
021006	P024478	ANCHOR, PISA 10" HELIX 1" THREADS	32	27.75	888.00
021030	C5801	ANCHOR, SHACKLE, 1/2"	9	6.30	56.70
100058	AR0118	ARMOR ROD, 1/0 ACSR SINGLE SUPPORT	6	7.15	42.90
021101	2137095256	ARRESTOR, LIGHTNING, 10KV, GND LEAD	37	48.25	1,785.25
021800	2738143002	ARRESTOR, TANK MOUNT KIT	26	21.35	555.10
021209	C8646	BOLT, CARRIAGE, 1/2" X 6"	22	1.30	28.60
021206	C8870	BOLT, DA, 5/8" X 20"	6	3.80	22.80
021211	C8812	BOLT, MACHINE, 5/8" X 12"	375	1.60	600.00
100059	8805	BOLT, MACHINE, 5/8" X 5"	10	1.40	14.00
021222	C29962	BOLT, OVALEYE, 5/8" X 12"	65	4.50	292.50
100034	C7743	BOLT, SGL UPSET, 5/8" X 12" REQ LENGTH	24	6.50	156.00
021302	PSCAF6018	BRACE, WOOD, 35" x 1-1/4" x 1-1/4	4	20.65	82.60
021301	PSCRA6018	BRACE, WOOD, 35" x 1-3/4" x 1-3/4	7	25.55	178.85
100075	1SBM12SGL	BRACKET, FIBERGLASS, 12", SINGLE H	20	31.25	625.00
021403	T212-0225	BRACKET, LARGE TRANSFORMER	2	375.00	750.00
100060	AAC301	CLAMP, ANGLE SUSPENSION, 45 DEGREES	6	14.50	87.00
021707	BC20	CLAMP, COPPER HOTLINE	44	10.45	459.80
021701	G5	CLAMP, GROUND ROD, COPPERWELD HEX H	37	1.07	39.59
021703	GTCL23A	CLAMP, GROUNDING LUG FOR TANK WIRE	26	2.50	65.00
021708	S1520AGP	CLAMP, SMALL HOTLINE, ALUM GP, MAIN	37	9.85	364.45
021705	ASOD398-1N	CLAMP, STRAIN, ALUM #6 TO 2/0 ACSR	114	7.85	894.90
021713	AHLS954022E	CLAMPS, STIRRUP ALUMINUM	44	40.00	1,760.00
100042	C0327	CLEVIS, NEUTRAL, ANGLE	4	6.85	27.40
021901	C468	CLEVIS, SECONDARY, FIXED FOR 3" SP	70	4.05	283.50
221105	YC4C4	CONNECTOR, COMPRESSION CU #4	52	0.65	33.80
022110	YC4C4	CONNECTOR, COMPRESSION, CU, CRIMP #	6	0.65	3.90
221095	YC4C6	CONNECTOR, COMPRESSION, CU, CR #6	37	0.65	24.05
100027	BC20FTP	CONNECTOR, JUMPER TO CONDUCTOR, SIZ	50	10.95	547.50
22121	GA9003L	CONNECTOR, POLE GROUND TO NEUTRAL,	250	3.45	862.50
022122	GA-9020GAAO	CONNECTOR, SPLIT BOLT, 1/0 STR-6 SO	52	7.45	387.40
022004	HDB096G1224	CROSSARM, FIBERGLASS, DEADEND, 8 FT	13	210.00	2,730.00
022001	BXARM8FC	CROSSARM, WOOD, TANGENT, 8FT	11	47.15	518.65
022401	C710-112PB	CUTOUT, 100 AMP W/LOAD BREAK HOOKS	44	79.85	3,513.40
023502	GP100	GROUND, BUTT PLATES	47	5.45	256.15
023503	615883	GROUND, ROD, 5/8" X 8", GALV /	37	11.15	412.55
022600	GEP5	GUY ATTACHMENT, MULTI-USE	48	6.55	314.40
022605	AWDE4119	GUY GRIP, DEAD END 12.5 A	90	4.35	391.50
022602	PG5718	GUY MARKER, PLASTIC YELLO	35	3.75	131.25
022805	GS16012CC2	GUY STRAIN 16,000 LB, 12" INSULATO	21	17.15	360.15
024901	12.5M-500'C	GUY WIRE, ALUMOWELD 12.5	2,500	0.50	1,250.00
228035	GS16096CP	GUY, STRAIN 16,000 LB 96"	33	31.50	1,039.50
022800	4010150215	INSULATOR 15KV POLYMER SUSPENSION	74	12.10	895.40
022801	6183R-70	INSULATOR, PIN, F NECK, 12.5KV	78	3.75	292.50
022802	8442-70	INSULATOR, SPOOL, 3"	98	0.75	73.50
022308	#6STR-TRW-2	JUMPER, RISER WIRE, #6CU, TRANSFORMER	500	0.55	275.00
022903	U125S080U	LIGHT, 8FT STEEL LIGHT ARM	11	125.00	1,375.00
022905	ATB030BLEDE	LIGHT, LED 100WATT	12	341.18	4,094.16
100016	C3511	NUT, LOCK, 1/2"	22	0.35	7.70
100004	C3512	NUT, LOCK, 5/8"	504	0.35	176.40

City of Brenham

Bill of Materials

2018-2019 Copper Conductor Replacement

Section 4

Approved for Construction

STOCK NUMBER	VENDOR	DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
023101	C6502	NUT, OVALEYE, HOT DIP GAL	6	2.45	14.70
023200	C2174P	PIN, POLETOP, 20" STRAIGHT	33	9.80	323.40
023204	C14322P	PIN, X/ARM, CLAMP TYPE, H	14	19.00	266.00
023202	C881P	PIN, X/ARM, L/SHANK, HOT	29	5.99	173.71
023600	C508754	SCREWS, LAG, ½"X 4"	24	0.80	19.20
251032	DST-0153	TIE, DOUBLE SUPPORT TANGENT 1/0	5	11.60	58.00
251031	SPL1355P	TIE, SPOOL TIE 1/0	19	2.75	52.25
100053	SPL1358P	TIE, SPOOL TIE 4/0	6	4.00	24.00
025100	WTJ0424	TIE, WRAPLOCK FOR F-NECK 477	17	11.99	203.83
025103	WTF0212	TIE, WRAPLOCK TIE 1/0	43	5.95	255.85
025101	DST0159	TIES, DBL SUPPORT TANGENT 477-18/1	3	16.65	49.95
100017	PS6803	WASHER, ROUND, 1-3/8" Diam. X 9/16	22	0.13	2.86
024701	C682312	WASHER, SQ CURVED 3"X3"X1/4", W/	178	1.20	213.60
024700	C6813	WASHER, SQUARE, 2 ¼" X 2 ¼", 11/16"	346	0.45	155.70
022804	GS-555H	WILDLIFE GUARD, TRANSFORMER	63	5.00	315.00
					\$ 33,148.35



AGENDA ITEM 4-f

DATE OF MEETING: 6/18/20	DATE SUBMITTED: 6/10/20
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Dane Rau
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☒ CONSENT ☐ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Approve the Purchase of a Shade Structure for the Splashpad in Henderson Park from May Recreation Equipment and Design, L.P., Through Buy Board Contract No. 512-16, in the Amount of \$56,670.00 and Authorize the Mayor to Execute Any Necessary Documentation	
SUMMARY: As the final stages of Phase I come together we would like to move forward with a shade structure at the splashpad. We were fortunate to receive funding from HEB Tournament of Champions Charitable Trust Program valued at \$50,000. With this \$50,000 we have decided to designate this toward the shade structures which will be a vital asset to the splashpad. This shade structure (as see in the attached rendering) will cover the seat wall area of the splashpad. This will allow mothers, fathers, grandparents and caregivers the opportunity to stay under the shade while children enjoy the sun under the water features on the splashpad. We have worked with May Recreation Equipment and Design L.P. to provide us with a cantilever design that will provide a nice structure but also be unique and to the splash pad. May Recreation is part of Buy board and we wish to award this project to them which is valued at \$56,670.00. The remainder of the expense will be allocated to the project costs that are covered with the initial \$300,000 that BCDC granted. With this amenity added this will complete Phase I of the Splashpad Improvements. We still plan on opening the Splashpad by July and this shade structure will be worked into the project this first season. Once a PO is issued to May Recreation expected time frame for the shade cover is expected to be within 12 weeks of issuing the purchase order.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Received funds from HEB to help with this amenity and also will provide a shade source for visitors to the splashpad. B. CONS: Will not be fully functional until mid -September but we do have some natural shade on that side from the large pecan trees.	
ALTERNATIVES (In Suggested Order of Staff Preference):	

ATTACHMENTS: (1) Buy Board Price Sheet; and (2) Shade Cover Rendering
FUNDING SOURCE (Where Applicable): HEB Tournament of Champions Grant and BCDC
RECOMMENDED ACTION: Approve the purchase of a shade structure for the splashpad in Henderson Park from May Recreation Equipment and Design, L.P., through Buy Board Contract No. 512-16, in the amount of \$56,670.00 and authorize the Mayor to execute any necessary documentation.
APPROVALS: James Fisher



May Recreation Equipment & Design, L.P.

Park and Playground Design, Supply and Installation

"We Speak Playground!"

Tyler, Texas

bigbie@mayrecreation.com www.mayrecreation.com

Toll Free: (800) 964.6301 • Phone: (903) 539.9992 • Fax: (888) 349.9146

Today's Date:	6-4-20
Project Name:	Custom Shade Structure
Client Name:	City of Brenham
Contact Name:	Casey Redmon
Phone:	979-451-1441

May Recreation Equipment & Design, L.P. is pleased to present the following job estimate based upon plans and/or requests made by the client listed above.

Quantity	Description	Extended
	<u>USA Shade Equipment</u>	
1	Custom Shade for Splashpad Area (drawings attached) - 12' Entry Height - Powder Coated Steel Frame - Color – TBD	\$56,670.00
(*)	Pricing includes shipping to site and professional installation labor and materials	
	BuyBoard Vendor No. 512-16	
	Shipping address: 315 W. Second Street Brenham, TX 77833	

TOTAL PROJECT ESTIMATE: \$ 56,670.00

Please Note: This proposal is valid for **(30)** days from today's date. Pricing is subject to change without notice thereafter.

Payments will be made according to the following and will be determined by credit information received from customer:

Amount due with acceptance of proposal	TBD
Amount due upon completion of project	\$56,670.00

Proposal Acceptance

I hereby authorize Miracle Recreation Equipment Co. (c/o May Recreation Equipment & Design, L.P.) to ship the equipment listed above for which I agree to pay the total amount specified. Payment is due upon receipt of invoice unless otherwise specified. Non-taxable customers will provide proper tax exemption certificate to Miracle Recreation upon request. Purchase orders and payments should be made payable to the order of Miracle Recreation Equipment Co. Purchase orders made out to Miracle Recreation Equipment Co. are required for all orders placed.

Quote Prepared by: *Jeff Bigbie* (May Recreation Equipment & Design, L.P.)

Client Signature	Date
------------------	------

Notes for project: Unless otherwise noted, this proposal does **not** include taxes, site preparation, surfacing or installation. We will make every effort to avoid damaging underground utilities (i.e. cable, water, electric, fax/data lines, and irrigation systems). However, we will not be held responsible for any damages to these items.

Please sign and fax all pages of this proposal to (888) 349-9146

We also offer the following products for your project

- **Playground Equipment**
- **Pavilion Shelters / Gazebos**
- **Engineered Wood Fiber Surfacing**
- **Soccer Goals / Nets**
- **Picnic Tables / Benches**
- **Bicycle Racks**
- **Splash Pads / Spray Grounds**
- **Rubberized Playground Surfacing**
- **Drinking Fountains**
- **Waterslides**
- **Park Grills**
- **Shade Structures**





AGENDA ITEM 5

DATE OF MEETING: June 18, 2020		DATE SUBMITTED: June 9, 2020	
DEPT. OF ORIGIN: Development Services		SUBMITTED BY: Stephanie Doland	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
☐ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	
☐ EXECUTIVE SESSION	☐ REGULAR	☐ RESOLUTION	
	☒ WORK SESSION		
AGENDA ITEM DESCRIPTION: Discussion and Presentation of the City of Brenham Development Update Regarding Recently Completed, Ongoing and Upcoming Projects			
SUMMARY STATEMENT:			
The recently adopted Comprehensive Plan, <i>Historic Past, Bold Future: Plan 2040</i>, projected that by the year 2040 Brenham would grow to a population of approximately 20,000 residents and would need an additional 1,200 housing units to support said growth. As evidenced by construction around town, the City of Brenham is experiencing a period of increasing growth. Since the beginning of 2020 two large residential subdivision developments have been approved and numerous commercial construction projects have begun. During the workshop session staff will update Council on the various residential and commercial projects around town. Additionally, staff will provide an update on projects in the pipeline and recently completed projects. Council will have the opportunity to ask questions about development and projects in Brenham.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): No action required.			
ALTERNATIVES (In Suggested Order of Staff Preference): No action required.			
ATTACHMENTS: (1) Development Update PowerPoint Slides			
FUNDING SOURCE (Where Applicable): N/A			
RECOMMENDED ACTION: No action required.			
APPROVALS: James Fisher			

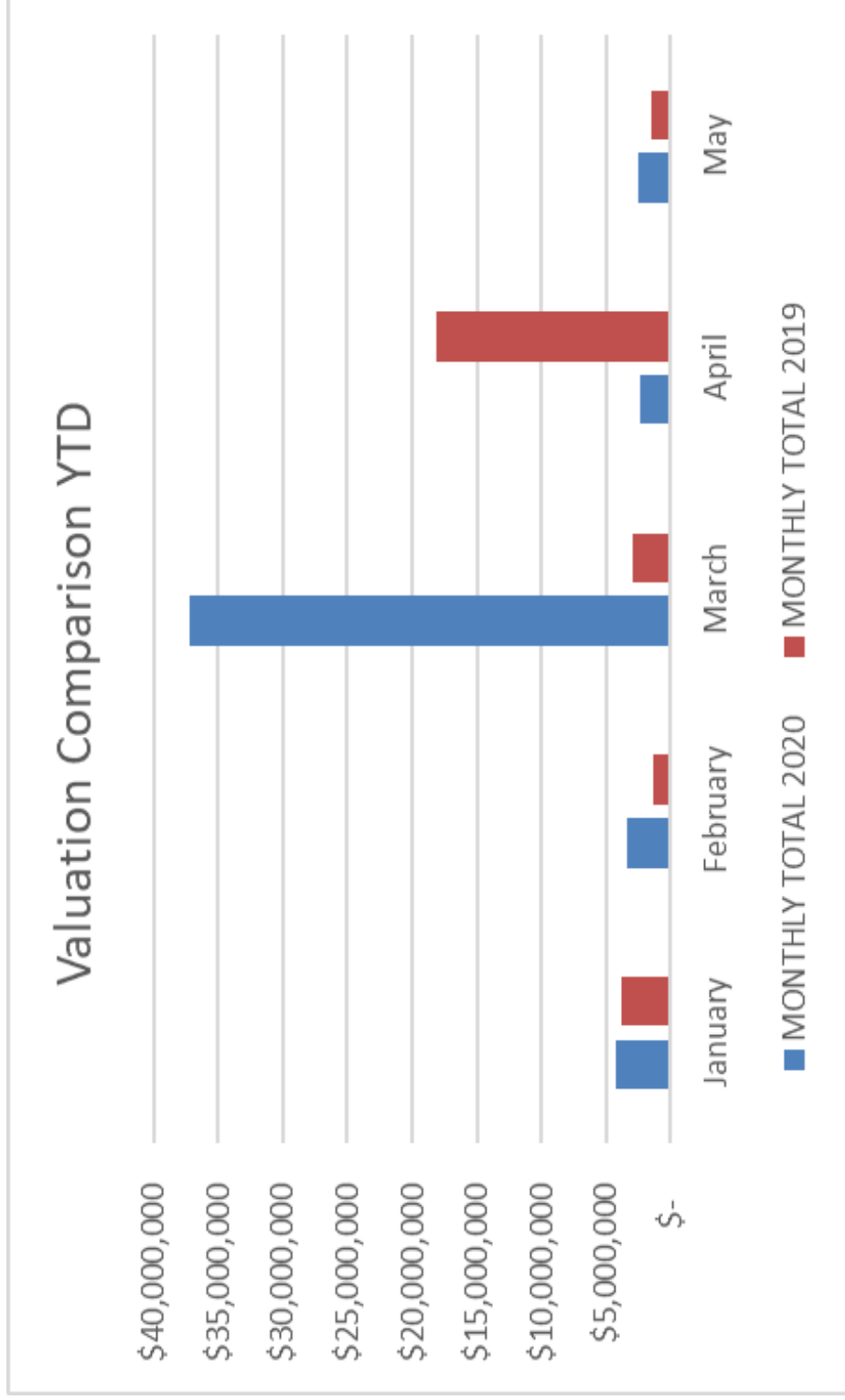


Development Update

Stephanie Doland

Director of Development Services, City of Brenham

Monthly Building Permit Data



* Blinn STEI Academic Building Permit Issued

Residential Development

Recent Remodels

208 Joseph Street



After

4

500 S. Jackson



Before



After

05/14/2020 15:48

Recent Remodels

700 E Stone



705 & 707 E Main St



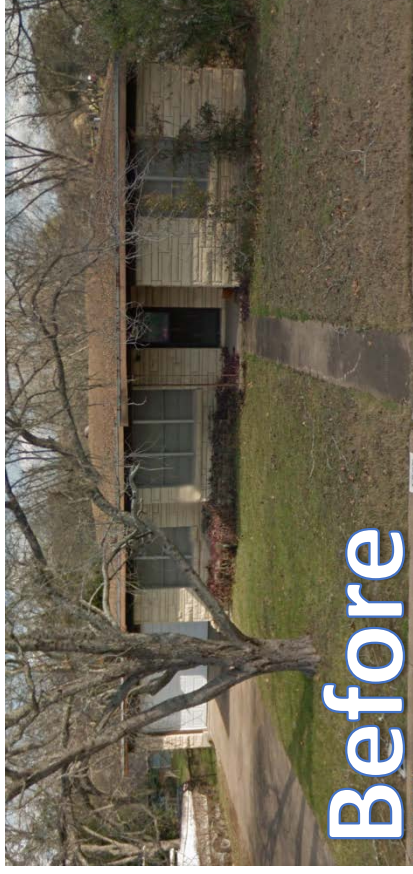
Recent Remodels

1702 S. Jackson St



6

1805 Marjorie St

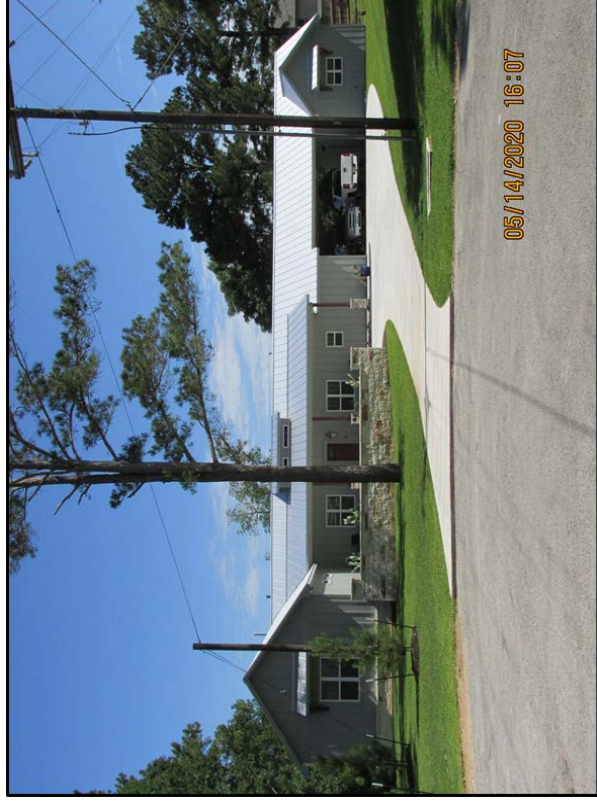


New Construction

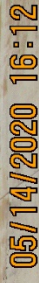


1207 Pecan Street

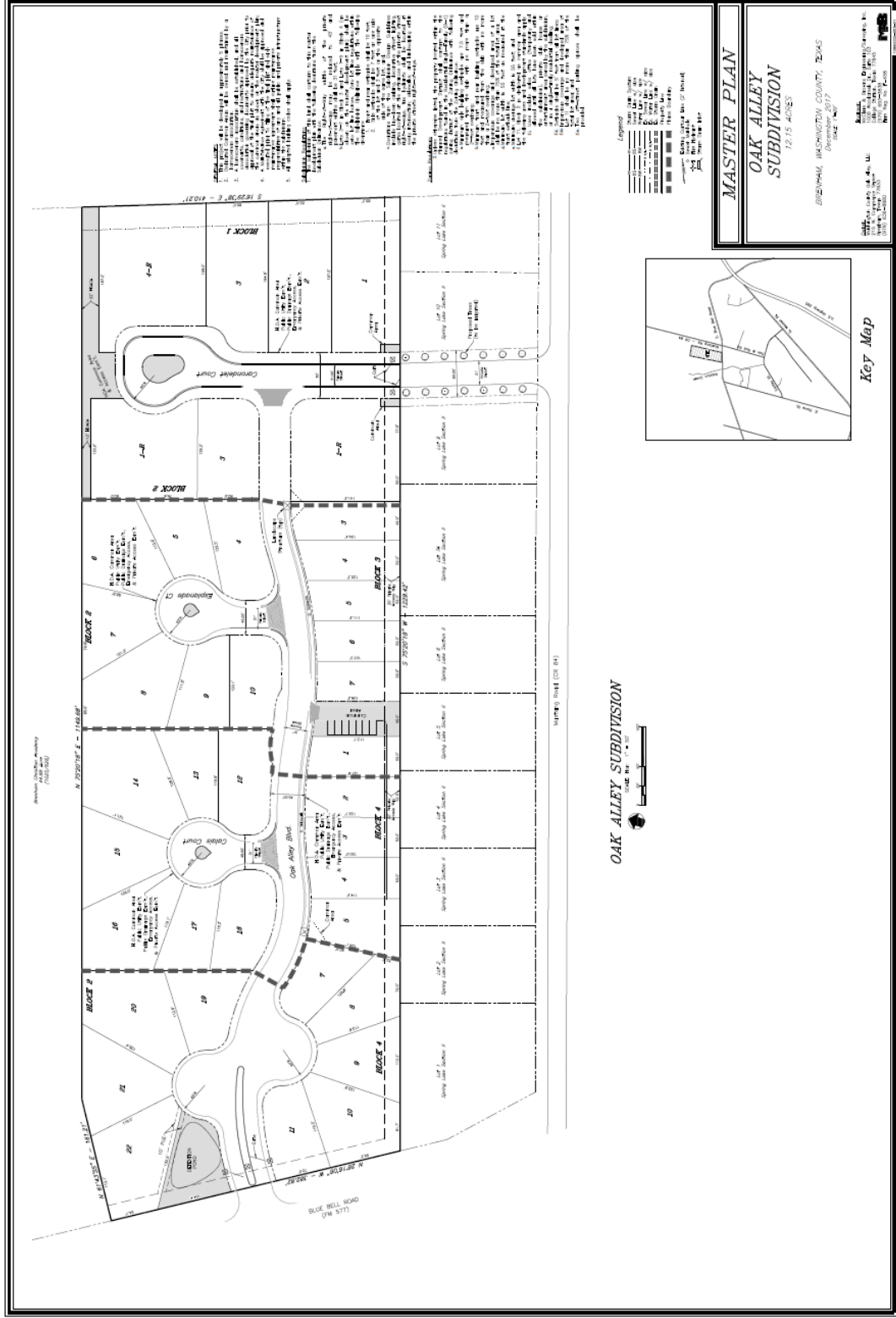
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1407 S Austin



Oak Alley



Vintage Farms Subdivision – Stylecraft



Phase 1



~60% of Phase 1 construction is complete.

Phase 2



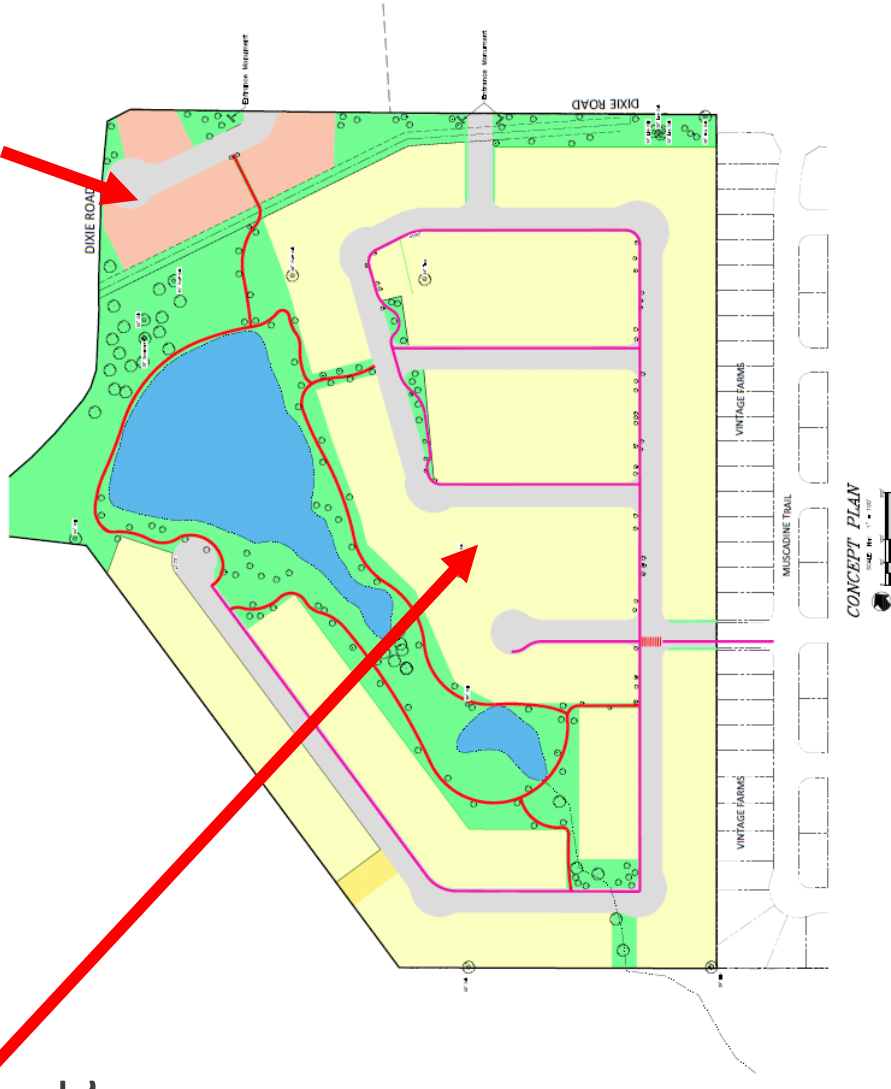
Phase 2a infrastructure construction is complete, home construction is beginning.

The Lakes at Vintage Farms (Yellow)

- 160 Single-Family Homes
- 5' Sidewalks on 1 side of street
- 2,800 Linear feet of 8' trails
- 15 acres of park area
- 4 acres of pond

The Cove at Vintage Farms (Red)

- 15 Patio Homes



Annexation
& Zoning
APPROVED

Liberty Village Subdivision – DR Horton

Construction
beginning
Summer 2020



Commercial Development

New Construction

Blue Bell Fleet Maintenance



Nextlink – 2409 Longwood Dr



Complete





Blinn College – STEI Building



Opening August 2021



New Construction

Zippy Jay's – FM 577& Old Chappell Hill



Edward Jones – 1110 S Blue Bell Rd



Commercial Remodels

MHMR Clinic – 300 Lounge Road



Legacy Concrete – 206 W First St



Commercial Remodels

Wellmann Insurance – 103 E Academy



Kenjura Tile Training Center – 102 E Blue Bell



Commercial Remodels



Brenham School House – 600 E Alamo



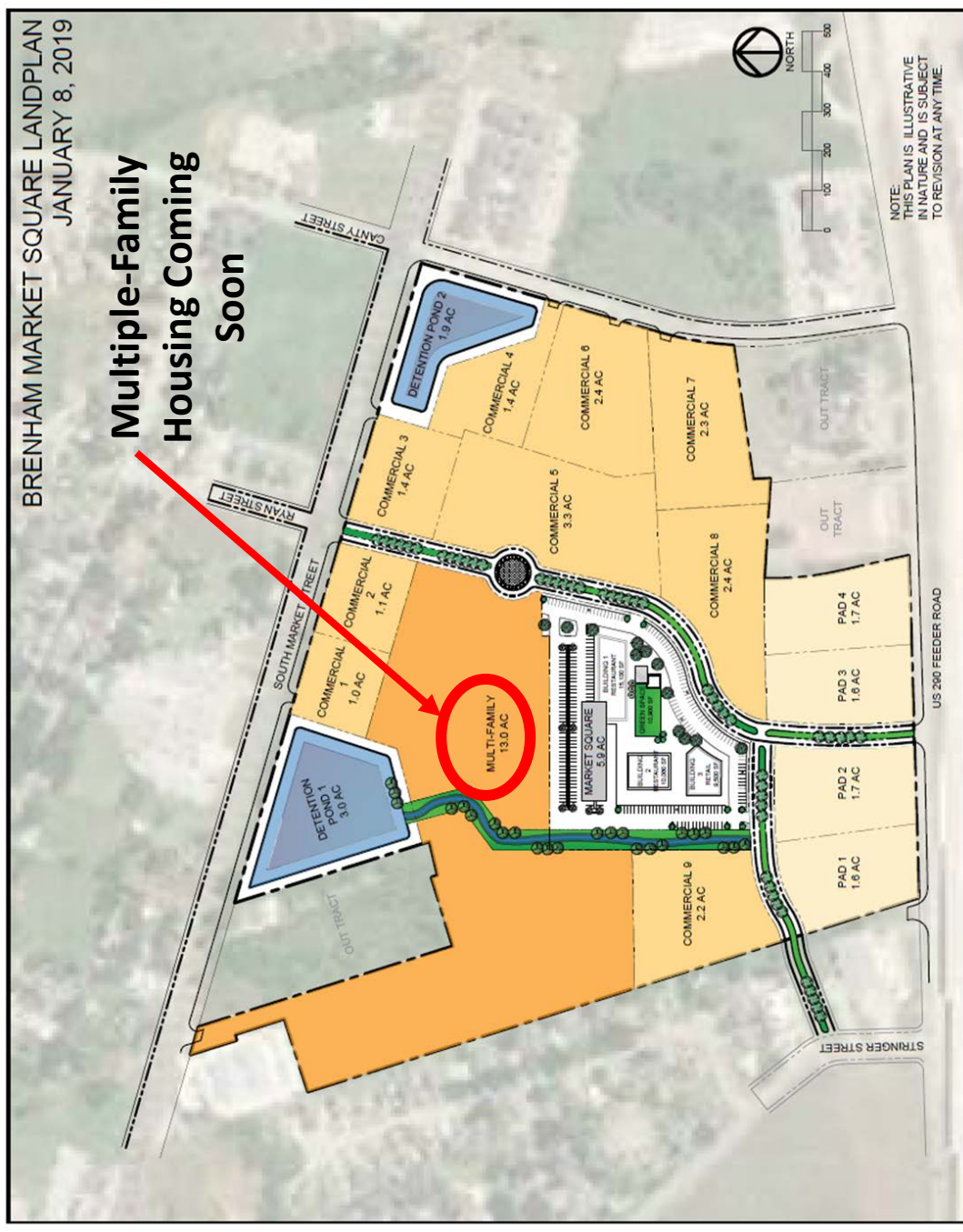
Renovation includes conversion to a 11 room Bed and Breakfast, back patio, and onsite parking & landscaping.



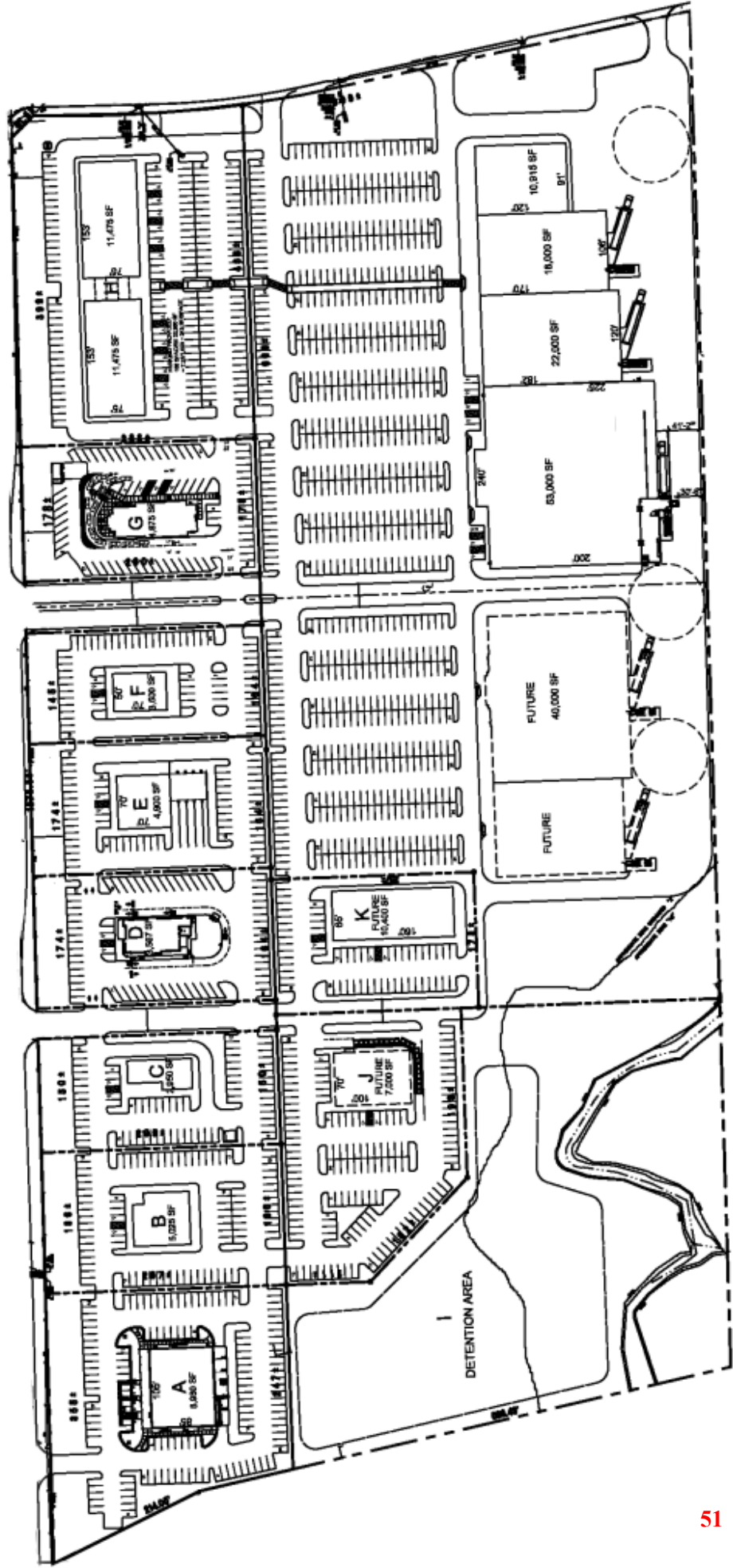
Projects in the Pipeline



Brenham Market Square



Baker-Katz Retail Center



Questions?



AGENDA ITEM 6

DATE OF MEETING: June 18, 2020		DATE SUBMITTED: June 12, 2020	
DEPT. OF ORIGIN: Public Utilities		SUBMITTED BY: Donald Reese & Dane Rau	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
☐ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	
☐ EXECUTIVE SESSION	☐ REGULAR	☐ RESOLUTION	
	☒ WORK SESSION		
AGENDA ITEM DESCRIPTION: Discussion and Presentation of the City of Brenham Public Works and Public Utilities Recently Completed, Ongoing and Upcoming Projects			
SUMMARY STATEMENT: The City of Brenham has several construction projects that are in various stages of completion. The purpose of this report is to update Council and the public on the status of the projects and give Council the opportunity to ask questions.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS: Not Applicable			
B. CONS: Not Applicable			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) Public Works and Public Utilities Project Update Report			
FUNDING SOURCE (Where Applicable): Not Applicable			
RECOMMENDED ACTION: No action needed - discussion and update only.			
APPROVALS: James Fisher			



Public Works and Public Utilities Projects Update

Airport Bump Project:

Engineer – Strand Associates

Contractor – Texcon

Amount - \$706,590.00 - 90% TxDOT / 10% City

Project Description – Remove and replace approximately 400 feet of pavement on the north end of the runway to repair a sag in the profile. Install underdrain along the reconstructed portion of the runway and remove all existing markings and re-mark the runway.

Project Status – Design has been completed. The project has been bid and awarded. A pre-construction meeting was held on June 11, 2020 and construction is scheduled to start on June 22, 2020. Construction is expected to take 6 to 8 weeks to complete. Runway to remain partially open for most of the project.



Airport REILs – Runway End Identifier Lights:

Contractor – B-C Company Inc.

Amount - \$29,477.00 – RAMP Funds 50% TxDOT / 50% City

Project Description – Remove and replace existing REIL lighting on north and south end of runway.

Project Status – Equipment has been ordered and received. South end has been completed. north end anticipated to be completed during Bump Project.



Second Gas Pipeline / Feed Station:

Phase I – Extension of existing 6" gas main:

Engineer – Grant Lischka, Hodde & Hodde Land Surveying, Inc.

Contractor – Boring contractor is G&M Innovation, LLC – Installation to be done by City staff.

Amount – Total project cost is \$99,405.53

Project Description – Extension of existing 6" gas main along North Blue Bell Road between East Alamo Street to Brown Street. Includes two bores under TxDOT rights-of-way. This project will extend the 6" gas main to a point where it can be tied into a second gas feed station that will be constructed in the near future.

Project Status – Engineering is complete, and all materials have been ordered and received. Currently waiting on boring permits from TxDOT. Permits should be issued by the end of June and all work is anticipated to be completed by the end of July.



Phase II – Installation of second feed station:

Engineer – Puffer Sweiven, Inc.

Contractor – Most of the installation will be completed by City staff, however a contractor will be needed for welding and cement work.

Project Description – Installation of a second gas feed station to serve as a back-up should the main feed go down. This station will be located near the intersection of Brown Street and North Blue Bell Road near Bore #2 as shown in the aerial map above and would be fed from a different transmission line than the one we are currently being served by.

Project Status – This project is on hold until Phase I is complete and most likely will take place in Fiscal Year 2021.

Water Treatment Plant Protective Coating Project:

Engineer – Strand Associates

Contractor – Gulf States Protective Coatings, Inc.

Amount - \$631,354.27

Project Description – Includes surface preparation and painting / repainting of structures located at the Water Treatment Plant including clarifiers, catwalks, piping, and the raw water storage tank.

Project Status – All work on the clarifiers has been completed. Contractor is currently working on surface preparation on the interior of the raw water storage tank and exposed raw water piping. Once surface preparation is complete, they will begin painting. Project is anticipated to be complete by July 31, 2020.



WTP Bridge Repair:

Contractor – City Staff

Amount - \$30,000.00 (Estimate) Partially funded by FEMA

Project Description – Repair or rebuild the footbridge over the outfall running through the Water Treatment Plant was damaged during a flood event. The estimate to rebuild the bridge was \$30,000. The work was completed by City staff and included upgrading the bridge with handrails and widening it to allow for crossing with zero-turn lawn mowers. Total project cost was \$24,800.00.

Project Status – Complete



Lake Line Lowering Project:

Engineer – Strand Associates

Contractor – Barclay's Premier Utility Services

Amount - \$296,345 – 75% FEMA / 25% City

Project Description – The 24" raw water line from Lake Sommerville to the Water Treatment Plant was exposed during flooding where it crosses under Big Sandy Creek in the TxDOT right-of-way along SH36 north of Brenham. The purpose of this project is to lower the line approximately 7' to get it out of the flow line of the creek where it could cause an obstruction and become damaged. Total length of pipe that was lowered was 260'.

Project Status - Complete



Lake Intake Repair Project:

Engineer – Gunda Corporation

Contractor – Lindsey Construction, Inc.

Amount - \$4,999,991.50 – 75% FEMA / 25% City

Project Description – The Lake Intake Pump Station Site has sustained significant damage from various flood and storm events in recent years. This project includes reconstructing the service road from the main site down to the pump station, leveling the concrete pump pad, adjusting or moving gabions as needed and replacing the stairs and security fence. The remote location of this project along with the steep slopes around the facility make this a difficult and time-consuming project.

Project Status – Bid has been awarded and construction has begun with the clearing of brush along the slopes above the roadway. After removing the vegetation, the contractor is recommending some modifications to the design. The engineer agrees and is currently redesigning the construction method of the service road. The net changes should not impact the overall cost of the project. A Notice to Proceed was issued on May 4, 2020 and the contractor remains confident that they can meet the 300-day project completion timeline.



BCDC Regional Detention Pond – Brenham Business Center:

Engineer – Strand Associates

Contractor – Lonnie Lischka Co LP

Amount - \$448,982.11

Project Description – This project is funded by BCDC and will greatly improve the stormwater runoff for existing development as well as future development in the Brenham Business Center. The scope of work includes the construction of a large regional detention pond for the area north of Woodward Creek. This involves excavation, installation of 18", 42" and 72" concrete pipe, wingwalls, sloped paving, soil retention blankets, seeding, and sediment control fencing.

Project Status – 90-95% complete



SWIIP III Detention Pond:

Engineer – Jones & Carter

Contractor – South Central TX Excavation

Amount - \$311,683.19

Project Description – This project scope was approved earlier in the year and will be funded by BCDC. The scope of work includes demoing of existing pond structure; draining and mucking out existing pond; performing excavation, embankment, and addition of sloped paving structure; and installing reinforced concrete pipe, area inlets, and reinforced concrete safety end treatments.

Project Status – 75-80% complete



Jackson Street Storm Repairs:

Engineer – Strand Associates

Contractor – Solid Bridge Construction

Amount - \$242,179 – 90% NRCS 10% City (Construction Costs)

Project Description – This project stems from the 2016 flood events and ranges from W. Mansfield St. to S. Jackson St. regarding the creek channel. In 2016, this channel took a hit and caused major erosion to occur throughout the channel. The most notable area is closest to S. Jackson St in which a large area was eroded.

We have had success receiving funding through NRCS and the USDA relating to this project. NRCS has allocated roughly \$144,823 toward the restoration of this creek channel.

The scope of work is to remove and dispose of accumulated sediment along approximately 1,570 feet of channel by reestablishing flow lines, side slopes and armor areas that have been compromised due to storm events. It will beef up many areas by adding concrete along with riprap to sensate areas such as the area behind the basketball courts near S. Jackson St.

Project Status – Complete



Hohlt Park Stream Restoration:

Engineer – Strand Associates

Contractor – Solid Bridge Construction

Amount - \$414,059 – 90% NRCS 10% City (Construction Costs)

Project Description – Remove and dispose of accumulated sediment along 1,570 feet of channel by reestablishing flow lines, side slopes, and armor areas that have been compromised due to storm events

Project Status – Completed



Industrial Blvd Drainage Repairs:

Engineer – Strand

Contractor – Barclays Premier Utility Services

Amount – \$387,840

Project Description – This project was initially part of the FEMA work but due to lack of obtaining funding it was presented in the 2020 operating budget and approved to move forward for repairs. The scope of work includes removal and disposal of existing corrugated metal culverts, asphalt pavement, metal guard rail and vegetation. It also includes addition of 3-80 linear feet 6' x 5' concrete box culverts, new asphalt pavement, new guardrail, addition of rip rap and concrete sloped paving.

Project Status – 60% Complete as of 6/2020



Burleson Street Culvert Replacement:

Engineer – Gunda Corp / Strand Associates

Contractor – Angel Brothers Enterprises Ltd

Amount - \$1,230,338.90 75% HMGP 25% City

Project Description – This project has been on the books for a while and the scope of work contains adding a bridge structure to the crossing along Burleson Rd at Little Sandy Creek. It also includes protection of the channel by adding rip-rock to armor the sides, adding wing walls, demo of existing infrastructure, relocation of two water lines, addition of culverts in a minor tributary along Burleson Rd, and asphalt improvements to tie in the bridge structure. These improvements will dramatically improve this crossing which was replaced twice in 2016 and 2017 when the original culverts were washed out by the May 2016 flood and again by Hurricane Harvey.

Project Status – 75% complete as of 6/2020



Henderson Park Phase II & III Improvements:

Engineer – Strand Associates

Contractor – Aggieland Construction

Amount - \$555,436

Project Description – We are very excited to see Phase II/III almost complete. The scope of work consists of area lighting improvements, field upgrades consisting of new fencing, new dugouts, grandstand enhancements, shade covers, concession/restroom enhancements and accessibility upgrades. By funding these improvements, you will see a new vibrant Henderson Park that can be enjoyed by the community and add to our economic incentives by offering tournament directors another large field for tournament ball play, Funded by BCDC.

Project Status – 85% Complete as of 6/2020. Expected opening July 2020



Fireman's Park Bridge Rehabilitation:

Engineer – Sparks Engineering

Contractor – Dudley Construction

Amount - \$138,600 75% FEMA 25% City

Project Description – Replacement and/or consolidation of fill by grouting, strengthening of the spandrels and railing, repair of wing walls, crack repair and repointing of masonry, new sidewalk pavement and reconstruction of historic stone railing and caps.

Project Status – Completed (Final Payment in July 2020 Expected)



Splashpad in Henderson Park:

Engineer – Vortex and Lischka Engineering

Contractor – Vortex USA Inc

Amount - \$350,000 (\$50,000 from HEB)

Project Description – Vortex has designed an awesome 4,044 sq. ft splashpad with numerous amenities, a seating wall and a spray area of 2,948 sq. ft. This splashpad will be enjoyed by all ages and will boast a large Super Wave bucket along with over 17 other spray features including sun sprays, silhouette sprays, water booms, altos, aqua domes, geysers, Luna cannons, sparkles, and a spray loop. We have also added an ADA sidewalk and low-level lighting along the walkway. A security camera will soon be mounted on-site along with the entrance sign explaining the rules and regulations.

Project Status – 95% complete as of 6/2020



Baker Katz Site Improvements and Utility Extensions:

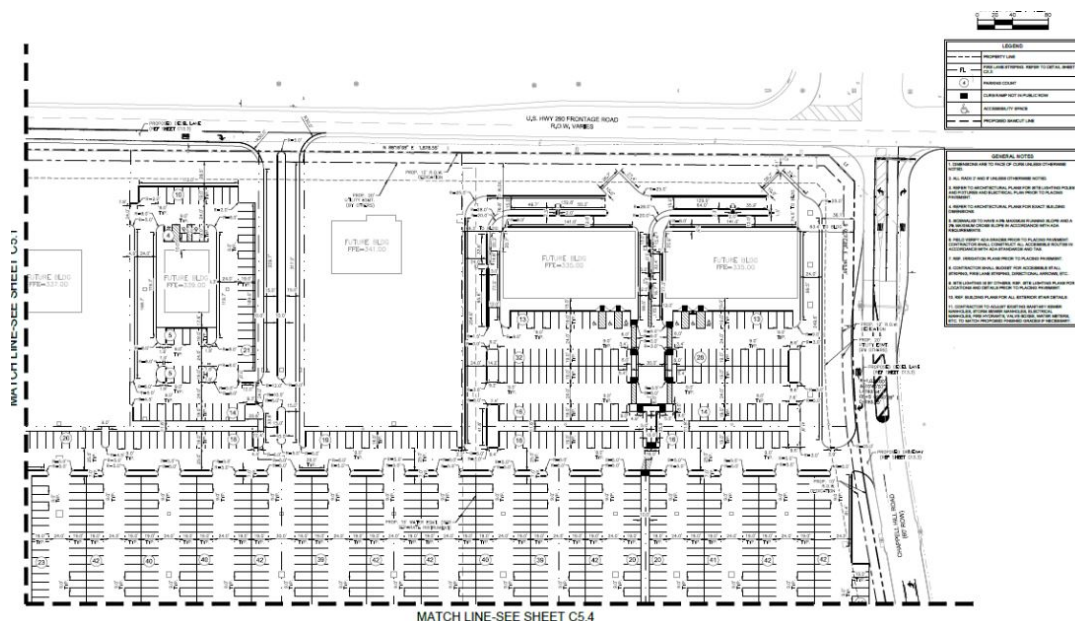
Engineer – Lee Engineering/Strand and Associates

Contractor – Numerous Contractors

Amount – TBD

Project Description – This project consists of many departments, engineers, and contractors. The City of Brenham Water and Sewer Construction Dept. has extended water mains and sewer mains to the site and will soon be entering the site for water extensions. A portion of the sewer extension and lift station has been contracted out to 5-T utilities which involves adding a lift station and extending sewer mains across the new park property in the deepest areas. We are also working with Lee Engineering and TxDOT to add signals for better traffic flow at the intersection of S. Chappell Hill St and 290 feeder. This is in the design phase and is 60% designed. We anticipate the sewer improvements to be completed by September/October and road improvements to be completed by Fall of 2021. There are a lot of moving parts, but all is well and on tract.

Project Status – 50% complete



Old Chappell Hill Road Improvements:

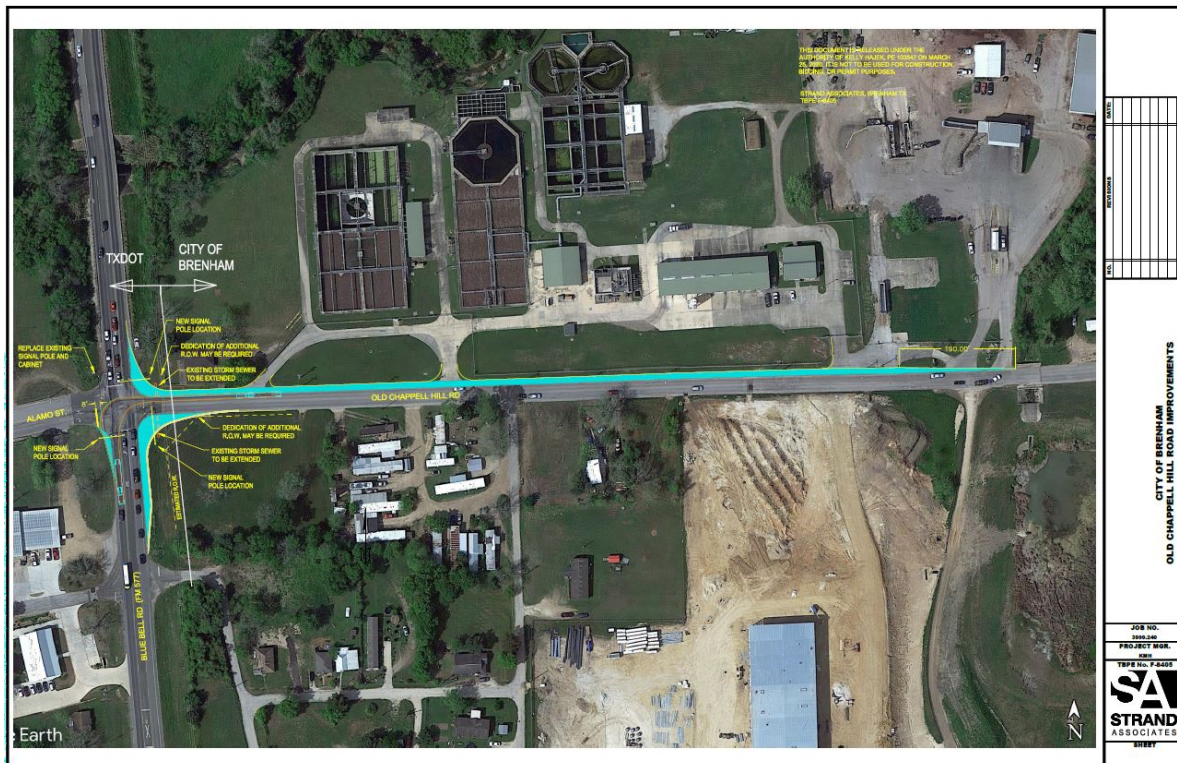
Engineer – Strand Associates

Contractor – TBD

Amount - \$1,300,000 (Estimate)

Project Description – The scope of work will involve intersection widening, new traffic signals, new striping configuration, Old Chappell Hill Rd widening and road surface upgrades to concrete

Project Status – Engineering agreement was approved at the 05.21.20 Council meeting; plan to open construction bids in October and award in November.



Salem Road Improvements:

Engineer – Strand Associates

Contractor – TBD

Amount - \$1,585,000 (Estimate)

Project Description – This project will involve widening, storm sewer addition and concrete surface with curb and gutter. It will also involve making a better transition when exiting or entering Salem Rd from HWY 36 South.

Project Status – The project will be bid out in late summer with construction scheduled to begin the Fall of 2020.



Ralston Creek Lift Station:

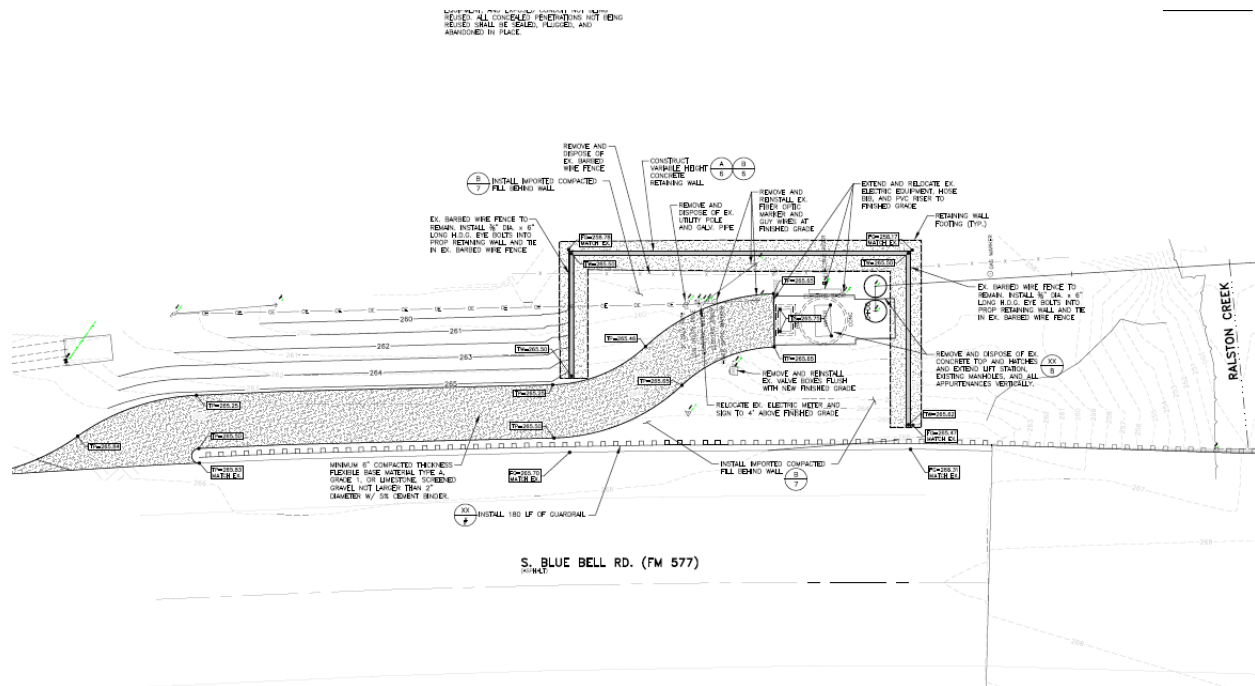
Engineer – Strand Associates

Contractor – TBD

Amount - \$474,600 (Estimate) 75% HMGP/25% City

Project Description – This project will consist of rehabbing the old lift station along Blue Bell Rd., raising the lift station above flood level and adding an access road.

Project Status – Currently in design phase at 90% and is expected to bid in August of 2020.



Munz Lift Station:

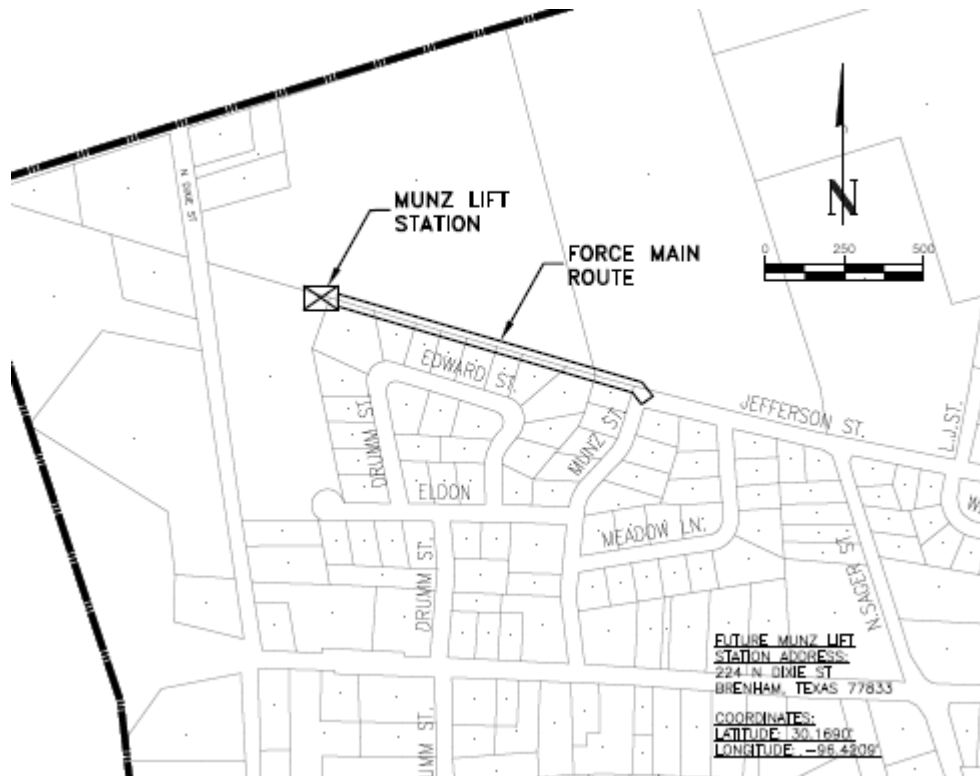
Engineer – Strand Associates

Contractor – TBD

Amount - \$465,258 (Estimate) 75% HMGP/25% City

Project Description – This project consists of relocation of lift station away from creek channel, adding larger pumps for expected growth and replacing a force main.

Project Status – Design Phase 100% will go out for bid 6/14/2020.



Burleson St Sewer and Gas Extensions:

Engineer – Strand and Associates

Contractor – J&D construction

Amount - \$229,464

Project Description – This project scope includes the extension of sanitary sewer lines and gas lines north along Burleson St. Several houses are being built and are requesting sewer service. This area was annexed in 2008. With the anticipation of the DR Horton Subdivision arriving, the gas extension will allow for a second feed into that area along with completing a loop with a tie in around 36N.

Project Status – Design Complete, Bid Awarded and Construction to begin 7/2020





AGENDA ITEM 7

DATE OF MEETING: June 18, 2020		DATE SUBMITTED: June 9, 2020	
DEPT. OF ORIGIN: Purchasing		SUBMITTED BY: James Fisher	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	
☐ EXECUTIVE SESSION	☐ REGULAR	☐ RESOLUTION	
	☒ WORK SESSION		
AGENDA ITEM DESCRIPTION: Discussion and Update on Fiscal Year 2019-20 Budget			
SUMMARY STATEMENT: The item will provide an overview of this year's budget and where we estimate the FY20 budget year will end. The June Sales Tax Report (for April) shows that we collected \$541,896 this year versus \$606,480 last year; Staff is reviewing this information and will be prepared to discuss. We are forecasting an overall 10% drop versus last year and this sales tax information will help us determine if the steps we have taken are sufficient or if we need further adjustments. Staff believes that things are looking better than originally projected, in a positive way. We were able to open the Blue Bell Aquatic Center for some summer usage and rentals; the Library is opening a little more for patrons and they have begun a partnership with the Recreation Department for the Summer Reading Program; Governor Abbott has allowed youth sports to return earlier than June 15th and we are getting calls about tournament possibilities (hopefully they will stay in our hotels and eat locally); playgrounds and sport courts will open this weekend; and since Phase II Opening of Texas, we are seeing more traffic downtown and around town.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: None			
FUNDING SOURCE (Where Applicable):			
RECOMMENDED ACTION: None – discussion only.			
APPROVALS: James Fisher			



AGENDA ITEM 8

DATE OF MEETING: June 18, 2020	DATE SUBMITTED: May 27, 2020	
DEPT. OF ORIGIN: Public Utilities	SUBMITTED BY: Donald Reese	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1ST READING ☐ 2ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Approval of a Professional Services Agreement for Engineering Services Between the City of Brenham and Strand Associates, Inc. for the Construction of Sanitary Sewer Improvements Services Related to the Baker Katz Development Project and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: Attached is a proposed agreement with Strand Associates, Inc. for additional engineering services related to the Baker Katz Development Sanitary Sewer Improvements Construction-Related Services Project. This Agreement will provide for additional engineering related services for the sanitary sewer improvements to serve the Baker Katz Development, potential future development, and the future Brenham Family Park. Also included in the additional engineering services is the decommissioning of the existing lift station located on the Brenham State Supported Living Center property and a new lift station located on City property. The 2019 Baker Katz Development Agreement with Strand provided for sanitary sewer expansion of approximately 3,900 linear feet of gravity sewer and a 200 gallon-per-minute lift station. This agreement was approved by Council in February of 2019 for a total amount not to exceed \$117,000. After preliminary engineering was completed, it was decided that decommissioning the existing lift station was the best option and that additional engineering would need to be done to complete that task. Furthermore, upon selecting a final site for the proposed lift station and running the calculations, it was determined that a larger capacity lift station was needed to serve the planned development, park, and Brenham State Supported Living Center. This agreement provides for additional engineering services for a total of 6,900 linear feet of gravity sewer, 2,735 linear feet of force main, and a 380 gallon-per-minute lift station (wet well sized for an ultimate 900 gallon-per-minute capacity) with an emergency generator to be located on City of Brenham property. The additional services to be provided include, but are not limited to, contract administration services, preparation and submittal of a Closure/Decommissioning Plan to TCEQ for the decommissioning of the existing lift station, one iteration of construction staking of the sanitary sewer extension, resident project representative services (RPR) for part-time observation (eight hours per week for up to 34 weeks) of construction, and provide record drawings. Total cost of the additional engineering services is not to exceed \$65,000.		

Staff is recommending that Council approve the Professional Services Agreement for Engineering Services with Strand Associates, Inc.
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Agreement for Engineering Services; and (2) Map of Force Main/Lift Stations
FUNDING SOURCE (Where Applicable): 105-5-165-804.10
RECOMMENDED ACTION: Approve a Professional Services Agreement for Engineering Services between the City of Brenham and Strand Associates, Inc., not to exceed \$65,000.00, for the construction of sanitary sewer improvements related to the Baker Katz Development Project and authorize the Mayor to execute any necessary documentation
APPROVALS: James Fisher

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
CITY OF BRENHAM
PROJECT NO. 65C-46
BAKER KATZ DEVELOPMENT SANITARY SEWER IMPROVEMENTS
CONSTRUCTION-RELATED SERVICES**

THE STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

THIS AGREEMENT made on the _____ day of _____, 20____, entered into, and executed by and between the City of Brenham, Texas (the "City"), a municipal corporation of the State of Texas, and Strand Associates, Inc.® ("Engineer").

WITNESSETH:

WHEREAS, the City desires to construct sanitary sewer infrastructure to serve the Baker Katz Development and potential future development and city park, and to decommission the existing lift station located on the Brenham State Supported Living Center property, as further described in Part A of Attachment "A" (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to provide construction-related services, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional engineering services to the City;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional engineering services as defined in Attachment "A" attached hereto and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Services," and for having rendered such services, the City agrees to pay Engineer compensation as stated in Section VII.

SECTION II CHARACTER AND EXTENT OF SERVICES

Engineer shall do all things necessary to render the engineering services and perform the Scope of Services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior written approval of the City. The City shall be under no obligation to pay for services rendered not identified in Attachment "A" without prior written authorization from the City.

SECTION III OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. The City's use of any work product prepared by the Engineer for purposes other than for the intended project shall be at the City's sole risk and without liability to the Engineer.

SECTION IV TIME FOR PERFORMANCE

The time for performance of the Scope of Services is 240 calendar days beginning from the execution date of this Agreement. Upon written request of Engineer, the City Manager may grant time extensions to the extent of any delays caused by the City or other agencies with which the services must be coordinated and over which Engineer has no control.

SECTION V COMPLIANCE AND STANDARDS

Engineer agrees to perform the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services to be performed hereunder and Engineer's performance.

SECTION VI INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

SECTION VII ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Engineer only for the actual services performed under the Scope of Services, on the basis set forth in Attachment "A," up to an amount not to exceed \$65,000, as identified in Attachment "A."

SECTION VIII TERMINATION

The City may terminate this Agreement at any time by giving written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a sworn statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer for such services performed under this Agreement as those services bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, maps, studies, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

SECTION IX ADDRESSES, NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Engineer at the following address:

Strand Associates, Inc.[®]
1906 Niebuhr Street
Brenham, TX 77833
Attn: Ryan D. Tinsley, P.E., ENV SP

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Brenham
P.O. Box 1059
Brenham, TX 77834
Attn: City Manager

SECTION X LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

SECTION XI SUCCESSORS AND ASSIGNS

The City and Engineer bind themselves and their successors and assigns to the other party of this Agreement and to the successors and assigns of such other party, in respect to all covenants of this Agreement. Engineer shall not assign, sublet, or transfer its interest in this Agreement without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City or any public body which may be a party hereto.

SECTION XII MODIFICATIONS

This instrument, including Attachment "A," contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. To the extent there is a conflict between the provisions of this Agreement and the provisions of Attachment "A," this Agreement shall control. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

SECTION XIII ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the City Manager, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the

scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Attachment "A." These Additional Services, plus reimbursable expenses, will be paid for by the City on the basis set forth in Attachment "A," up to the amount authorized in writing by the City.

SECTION XIV CONFLICTS OF INTEREST

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Engineer shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

SECTION XV PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City. Non-payment within 45 days of receipt of invoice by the City, may at Engineers option, result in suspension of services upon 5 days written notice to the City. Upon receipt of payment in full Engineer will resume services without liability to City for such suspension.

SECTION XVI INSURANCE

Engineer shall procure and maintain insurance in accordance with the terms and conditions set forth in Attachment "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness or disease or death, claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and claims of errors and omissions.

SECTION XVII MISCELLANEOUS PROVISIONS

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence of performance by Engineer or of the receipt of or acceptance by the City of the services covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Washington County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

IN WITNESS WHEREOF, the City of Brenham has lawfully caused this Agreement to be executed by the Mayor of said City and attested by the City Secretary and Strand Associates, Inc.[®], acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of _____, 20____.

ENGINEER:

STRAND ASSOCIATES, INC.[®]



Joseph M. Bunker Date
Corporate Secretary

ATTEST:

CITY OF BRENHAM, TEXAS

Jeana Bellinger
City Secretary

Date

Milton Y. Tate Jr.
Mayor

Date

ATTACHMENT "A"

PART A–SCOPE OF SERVICES

CITY OF BRENHAM
PROJECT NO. 65C-46
BAKER KATZ DEVELOPMENT SANITARY SEWER IMPROVEMENTS
CONSTRUCTION-RELATED SERVICES

Description of Project

The scope of services is to provide construction-related services for the construction of sanitary sewer infrastructure to serve the Baker Katz Development, potential future development, and city park, and to decommission the existing lift station located on the Brenham State Supported Living Center property. Sanitary sewer infrastructure to be constructed includes a new 380 gallon-per-minute lift station, 6,900 linear feet (LF) of gravity sewer, and 2,735 LF of force main.

A. Construction-Related Services

1. Provide contract administration services including attendance at preconstruction conference, review of contractor's shop drawing submittals, review of contractor's periodic pay requests, attendance at construction progress meetings, periodic site visits, and participation in project closeout. Services are based on a 240-day construction schedule.
2. Prepare and submit a Closure/Decommissioning Plan to the Texas Commission on Environmental Quality for the decommissioning of the existing lift station located on the Brenham State Supported Living Center property. Include contractor's proposed methods to disinfect and dispose of the existing lift station equipment in the Closure/Decommissioning Plan.
3. Perform one iteration of construction staking of the sanitary sewer extension. Construction stakes and other markings will be made every 100 feet along the alignments and at the proposed locations for lift station structures, manholes, fittings, bends, and other appurtenances.
4. Provide resident project representative services (RPR) for part-time observation (eight hours per week for up to 34 weeks) of construction. In furnishing observation services, Engineer's efforts will be directed toward determining for City that the completed project will, in general, conform to the Contract Documents; but Engineer will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences,

procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents. Services are based on a 240-day construction schedule, which will need to be adjusted if the schedule is extended.

5. Provide record drawings in paper format from information compiled from contractor's records. Engineer is providing drafting services only for record drawings based on the records presented to Engineer by contractor and City. Engineer will not be liable for the accuracy of the record drawing information provided by contractor and City.

B. Services Not Provided

Geotechnical services for construction material and compaction testing, if necessary, shall be provided by the City.

PART B-BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

CITY OF BRENHAM PROJECT NO. 65C-46 BAKER KATZ DEVELOPMENT SANITARY SEWER IMPROVEMENTS CONSTRUCTION-RELATED SERVICES

The following represents the maximum compensation for the scope of services documented in Attachment A, Part A of this Agreement. If services beyond those specifically identified are determined necessary during the Project, Engineer shall not proceed with those services until such time written approval of the scope and any additional fees are approved by the City Manager.

City shall compensate Engineer for construction-related services on an hourly rate basis at the rates shown in the Schedule of Charges, not to exceed \$65,000.

SCHEDULE OF CHARGES

Compensation for engineering services shall be on an hourly basis at the rates set forth below which are subject to change annually on July 1.

Engineering Services Classification	Hourly Billing Rates*
Principal Engineer	\$280
Senior Associate	\$255
Senior Project Manager	\$225
Project Manager	\$175
Senior Project Engineer/Senior Project Representative	\$150
Project Engineer	\$135
Graduate Engineer	\$120
Senior Engineering Technicians	\$120
Engineering Technician	\$105
Junior Engineering Technician	\$ 70
NACE Certified Project Representative (Tank Construction)	\$105
Project Representative	\$105
Senior Computer-Aided Design and Drafting (CADD) Operator	\$ 95
CADD Operator	\$ 70
Administrative	\$ 80

* Updated annually on July 1

Compensation for surveying services shall be on an hourly basis at the rates set forth below which are subject to change annually on July 1.

Surveying Services Classification	Hourly Billing Rates*
Registered Professional Land Surveyor	\$190
Surveying Technician	\$105
Three-Man Field Party	\$225
Two-Man Field Party	\$165
One-Man Field Party	\$105
Global Positioning System (GPS) Equipment (Half Day)	\$185
GPS Equipment (Full Day)	\$300
Robotic Total Station (Half Day)	\$135
Robotic Total Station (Full Day)	\$220

* Updated annually on July 1

Subcontract costs shall be billed at invoice cost plus 10 percent for handling.

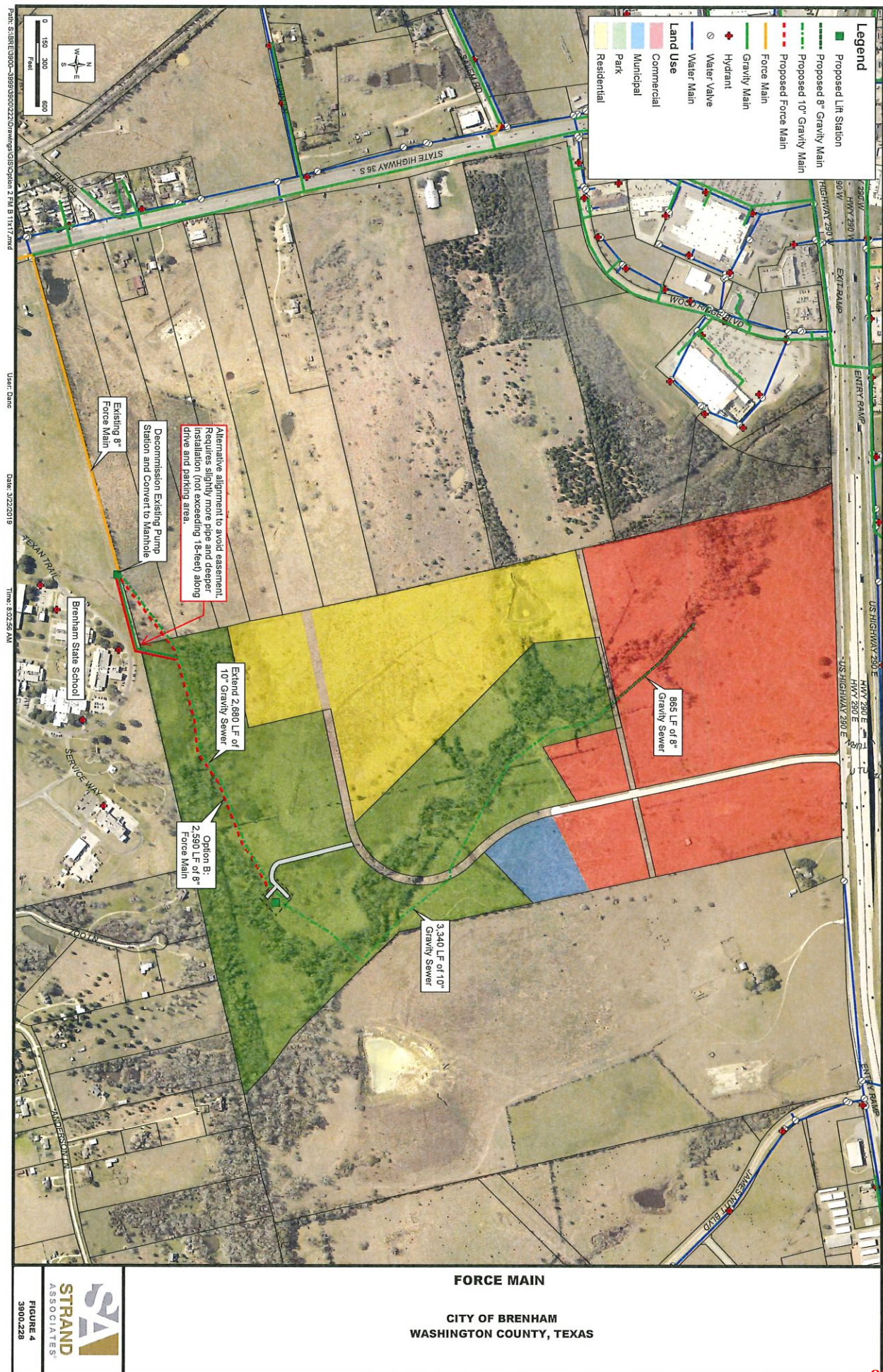
ATTACHMENT "B"

INSURANCE

CITY OF BRENHAM

PROJECT NO. 65C-46

**BAKER KATZ DEVELOPMENT SANITARY SEWER IMPROVEMENTS
CONSTRUCTION-RELATED SERVICES**





AGENDA ITEM 9

DATE OF MEETING: 6-18-20		DATE SUBMITTED: 6-12-20	
DEPT. OF ORIGIN: Airport		SUBMITTED BY: Donald Reese / Kim Hodde	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1ST READING ☐ 2ND READING ☒ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-20-023 Adopting Revised Aviation Minimum Standards for the Brenham Municipal Airport.			
SUMMARY STATEMENT: 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; (2) 2005 Aviation Minimum Standards; (3) Red-lined version of new proposed Standards as amended by the Airport Board; and (4) Final version of the 2020 Aviation Minimum Standards.			

FUNDING SOURCE (Where Applicable): N/A
RECOMMENDED ACTION: Approve Resolution No. R-20-023 adopting the 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 18th day of June 2020.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Minimum Standards for Fixed Base Operators (FBO) at the Brenham Municipal Airport

This is a summary of the obligations and services which should be provided by a Fixed Base Operator (FBO) at the Brenham Municipal Airport. This guideline may be attached to and become part of an actual lease agreement between an FBO and the airport owner. Should the actual lease agreement be more or less restrictive than this guideline, the lease would take precedence.

I. Definitions

- A. **Fixed Base Operator** – A Fixed Base Operator is a person, firm, or corporation performing any of the functions or furnishing any of the services listed herein on a commercial basis. No person, firm, or corporation may act in the capacity of an FBO without a valid contract with the City of Brenham authorizing such activity at the airport.
- B. **Airport Tenant** – An airport tenant is a person, firm, or corporation leasing or using airport property solely for the purpose of storing an aircraft and is not engaged in or providing any aviation related commercial activity or service at the airport. An airport tenant is not authorized to function as or provide the services of an FBO.

II. Services and Requirements

- A. An FBO is authorized to offer or perform any or all of the following services or functions for the public. The guidelines for each service or function are listed.
 - 1. Airframe or power plant repair: Sufficient hangar space, FAA certified mechanic on duty, paved outside parking area for aircraft, and paved access to the runway-taxiway system (if connecting runway or taxiway is paved).
 - 2. Fueling: Avgas and jet fuel storage tanks (tanks must be State approved and registered if required), fuel delivery by means of pumps and/or trucks, trained and qualified fueling technician, plan of action in case of a massive fuel spill, and at least the minimum number of working fire extinguishers and bonding cables as recommended in the latest edition of the National Fire Protection Association booklet, Manual 407 – “Standard for Aircraft Fuel Servicing, 2001 edition,” (or as revised) published by the National Fire Protection Association, 1 Batterymarch Park, P.O. Box 9101, Quincy MA 02269-9101, 800-344-3555. Fuel pumps and trucks must meet all applicable local and State codes and be approved for use by the local fire marshal.
 - 3. Line service: Properly trained personnel; ropes, chains, or other restraining devices and wheel chocks for each tie down position.

4. Aircraft sales and/or rental: Sufficient office space, aircraft display area, telephone, and aircraft inventory.
5. Flight instruction: Trained and certified instructor, classroom, telephone and restrooms, and aircraft available for instruction.
6. Avionics: Shop area, office space with telephone and restrooms, and trained and certified personnel on duty.
7. Aircraft storage: Sufficient hangar, T-hangar, and tie down spaces.
8. Air taxi and charter: FAA Part 135 certification, aircraft with sufficient hangar, T-hangar, or tie down space, office with telephone and restrooms, and aircraft loading or unloading area.
9. Agricultural spraying operation: Qualified pilot, aircraft designed for such purpose, qualified personnel on duty to properly handle dangerous chemicals, secure area to store chemicals, and properly designed and constructed wash down pad.
10. Other as agreed on by contract: Telephone for public use, ground transportation into town, pilot and passenger lounge with restrooms, retail business area with restrooms, and coffee and/or soft drinks.

Hangar space, shop areas, restrooms, and other equipment as well as sufficient personnel shall not necessarily be accumulative for each service provided. For example, if an FBO provides both flight instruction and aircraft sales, both functions could be serviced by the same restrooms and telephone. The actual contract agreement between an FBO and the airport owner shall spell out the required services of each FBO and the square footage, number of personnel, etc. which must be provided by that FBO.

B. An FBO is required to perform the following functions or abide by the following rules:

1. Install, operate, maintain, repair, and store all equipment necessary for the conduct of the FBO's business subject to the approval of the airport owner.
2. Use, with others so authorized, any common areas or equipment on the airport including, but not limited to, the runways, taxiways, public aircraft and auto parking aprons, roadways, and navigational aids.
3. Upon termination of the lease, return any leased property to the airport owner in the same condition as it was at the start of the lease, normal wear excluded. Any improvements or additions made to real property during the term of the lease will become property of the airport owner at the termination of the lease.

4. Will not prevent any person, company, or employee of a company from servicing, maintaining, or fueling their own aircraft that might be parked or hangared at the airport.
5. Make its business open to all forms and classes of aeronautical use.
6. Submit to and abide by periodic safety inspections by the Airport owner, the FAA, and/or the Texas Department of Transportation.
7. Maintain all leased areas and the interior and exterior of any leased or constructed buildings to an acceptable standard.
8. Remove and properly dispose of any trash from the leased property.
9. Notify and gain approval of the airport owner of any intended reduction of services which are included in the FBO's lease agreement.
10. Furnish all applicable services in a fair, equal, and nondiscriminatory manner to all airport users.
11. Abide by any and all rules, requirements, or mandates placed upon the airport owner by the FAA or the State of Texas including, but not limited to, the Grant Assurances of FAA grants and the Terms and Conditions of State of Texas grants.
12. An 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 lease agreement with the airport owner.
13. An FBO's rights do not supercede the airport owner's rights and obligations.

III. Airport Owner's Rights and Obligations

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 FBO's. 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 of 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.

IV. 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 waste water, 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.

Under no circumstances will the airport owner be responsible for payment of any taxes or bills owed by an FBO.

V. Insurance

The airport owner will provide insurance for all real property located at the airport under the owner's policy. This policy will be for the sole benefit and protection of the airport owner. The FBO will be required to provide adequate insurance coverage for his personal property and the contents of any buildings under lease. The FBO must furnish current proof of these policies to the

airport owner and any changes in those policies must have prior written approval of the airport owner.

VI. 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 FBOs 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 or 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.

VII. Use and Use Conflict

Any land, building, paved area, and other infrastructure leased to an FBO are to be used and occupied solely for the purpose of operating a Fixed Base Operation and no other. The leased airport property cannot be sublet or divided, except for parking aircraft in hangars, T-hangars, or tie down spaces without the written permission of the airport owner. Should the FBO become deceased, be adjudged to be incompetent, or his business declared bankrupt or become insolvent, the leased property and the executed lease contract shall not be considered as a part of the FBO's estate or an asset of any appointed or assigned guardian, trustee, or receiver. In such cases, the FBO's lease will immediately terminate and all rights and property returned to the airport owner.

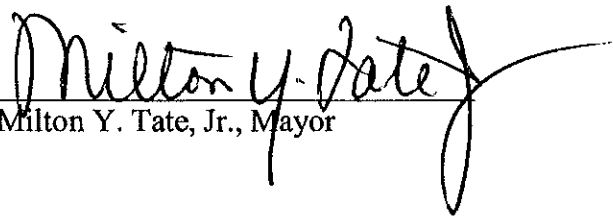
VIII. Unauthorized Use

An FBO may not park vehicles, trailers, motor homes, mobile homes, or any other vehicle or trailer on airport property without written approval of the airport owner.

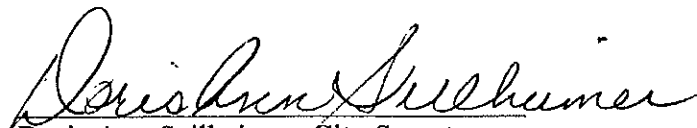
IX. Rules

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 local and State fire marshals, 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.

Adopted this the 15 day of September, 2005.


Milton Y. Tate, Jr., Mayor

ATTEST:


Doris Ann Seilheimer, City Secretary



BRENHAM MUNICIPAL AIRPORT

MINIMUM STANDARDS

May 2020
Revision 9

Deleted: November 2019

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Minimum Standards

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Definitions

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- 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

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DEFINITIONS

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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.

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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.

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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.

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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.

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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.

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(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.

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(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.

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(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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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:

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- (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.

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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.

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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.

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(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.

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(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.

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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.

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(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.

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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, 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.

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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.

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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.

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(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.

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(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.

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(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.

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(G) Meet all requirements outlined in the Airport Storm Water Pollution Prevention Program and Spill Prevention Control and Countermeasures Program.

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(H) An Operator may not utilize space or land leased to another without permission from Lessee.

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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.

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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.

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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.

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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 Services 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:

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- (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.

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The completed application and documentation shall be submitted to:

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<u>(Mailing address)</u>	<u>(Physical address)</u>
<u>City of Brenham</u>	<u>City of Brenham</u>
<u>Development Services Department</u>	<u>Development Services Department</u>
<u>P.O. Box 1059</u>	<u>200 W. Vulcan Street</u>
<u>Brenham, Texas 77834-1059</u>	<u>Brenham, Texas 77833</u>

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:

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(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.

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(C) No appropriate space or land is available to accommodate the proposed activities.

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(D) The proposed activities are not consistent with the Airport Master Plan or Airport Layout Plan.

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(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.

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(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.

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(H) The applicant has not submitted appropriate documentation supporting the proposed activity as required by Section 7, Conducting Business on the Airport.

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(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.

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SECTION 3
COMMERCIAL OPERATIONS

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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.

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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.

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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:

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(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.

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- (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.

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(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.

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- (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.

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- (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.

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- (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.

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- (e) All mobile fuel trucks must be parked on a concrete surface.

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(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

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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.

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(3) Furnish all applicable services in a fair, equal, and nondiscriminatory manner to all Airport users.

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(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.

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(5) Will not allow its personnel to conduct "Flagging or Hawking" of aircraft in an attempt to direct them to their locations.

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(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.

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(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.

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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:

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(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:

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(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.

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(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.

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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

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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.

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(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.

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(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.

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(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.

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5. Aircraft Sales

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

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A.

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A. If dealing in Aircraft, maintain an approved aircraft dealer's certificate from the FAA. (If selling more than two (2) aircraft per year)

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B. Ensure that all other fees and taxes applicable to the sale of Aircraft are paid to the appropriate parties.

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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:

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A. Provide sufficient shop space, equipment, supplies and availability of parts equivalent to that required for approved FAA repairs.

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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.

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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.

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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.

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7. Aircraft Leasing or Rental Services

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

A. 

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A. Maintain all required FAA licenses, if required.

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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.

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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.

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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.

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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.

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10. Aircraft Charter and Air Taxi Services

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

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

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

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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:

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1. Compliance with any applicable FAA Minimum Standards for the storage of Aircraft for Hangars and T-Hangars.

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B. Register with the City the Aircraft based at the Airport stored within the Operator's Hangars or T-Hangars.

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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.

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B.

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C.

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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.

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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:

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A. Obtain approval of an Aircraft Washing Plan that contains the following information:

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1. Name of individual/company conducting washing services, contact name and phone number.

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2. A site map of the area in which washing will occur. The site map must contain the following:

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(a) An outline of the washing location to include location of runoff control structures.

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(b) Approximate distance (in feet) from washing area to nearest drain(s).

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(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.).

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2. Amount of water used per wash and frequency of operation.

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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).

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C. Safety sheets (SDS) for all chemicals to be used.

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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:

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1. Disposal of wash/wastewater must be done through an oil/water interceptor in to the sanitary sewer system; and

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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.

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15. Mobile Aircraft Maintenance and Repair Services

All SASOs conducting Mobile Aircraft Maintenance and Repair Services must:

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- 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.

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SECTION 4
INSURANCE

*****NEEDS CITY LEGAL REVIEW*****

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 and other perils.

3.

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 <u>and Completed Operations Liability</u>	\$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

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B. Specialized Aviation Services Operator (SASO)

Commercial general aviation liability policy with coverage for premises, operations and products liability.

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Aircraft liability, with coverage for bodily injury and property damage, including passengers.

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C. All Other Operations/Users

General aviation liability policy with coverage for Premises, operations and products liability.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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:

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- 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.

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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.

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

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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:

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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.

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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.

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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.

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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.

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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.

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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.

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8. Removal and Repair of Unairworthy Aircraft and Inoperable Vehicles

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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.

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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.

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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.

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APPENDIX A

BUSINESS APPLICATION

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DEFINITIONS

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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. (...)

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**BRENNHAM 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)

(Physical address)

City of Brenham

City of Brenham

Development Services Department

Development Services Department

P.O. Box 1059

200 W. Vulcan Street

Brenham, Texas 77834-1059

Brenham, Texas 77833



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 10

DATE OF MEETING: 6/18/20		DATE SUBMITTED: 6/11/20	
DEPT. OF ORIGIN: Public Works		SUBMITTED BY: Dane Rau	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
☒ REGULAR	☐ PUBLIC HEARING	☐ 1ST READING	
☐ SPECIAL	☐ CONSENT	☐ 2ND READING	
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION	
	☐ WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon 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			
SUMMARY: City staff has been able to work with Mr. James Hanath related to a tract of land on N. Dixie in which our Munz Lift station is located. We have had an easement for the lift station for many years but have not had an easement for right to access to the lift station. Mr. Hanath has graciously allowed us to construct a road and have access across his property to the lift station for quite some time. With new upgrades to the lift station nearing, staff was requesting a permanent easement for access and additional space for the new lift station. Mr. Hanath indicated that he would be willing to deed over the remainder of the undeveloped property to the City of Brenham to accommodate our future needs. We have work with Mr. Hanath on a gift deed agreement in which the City of Brenham will accept 2.193 acres of land from Mr. Hanath being Lot 3C in the attached plat. In the past Mr. Hanath has developed Lot 1, 2, and 3 for residential use. With the remaining portion of Lot 3 mainly in a drainage way he was willing to plat Lot 3C (2.193 ac) and deed that to the City of Brenham. We are appreciative of his partnership and this will allow the City to have guaranteed access and room to expand the lift station for future needs. We would like to ask council to accept the gift deed from Mr. James Hanath related to Lot 3C being 2.193 acres. The City of Brenham will complete the paperwork and filer the necessary paperwork with the courthouse to change ownership on this piece of property if passed.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS: Receiving through Gift Deed and will allow the City to have permanent access and room for new Munz Lift station. B. CONS: Will have to maintain a little more property than is required but can be used for a small park setting in future if so desired.			

ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Gift Deed; (2) Plat; and (3) Photos
FUNDING SOURCE (Where Applicable): No funding required
RECOMMENDED ACTION: 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
APPROVALS: James Fisher

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GIFT DEED

Date: _____, 2020

Grantor: JAMES HANATH, not joined by my spouse for the reason that subject property constitutes no part of our homestead

Grantor's Mailing Address: 755 South BERLIN Rd
BRENHAM TX 77833

Grantee: CITY OF BRENHAM, TEXAS

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

Consideration: For the purpose of making a gift and donation of the Property described herein from Grantor to Grantee

Property (including any improvements):

All that certain tract or parcel of land containing 2.193 acres of land, more or less, and being the same tract or parcel of land known and described as being Lot 3C of the Replat of Lot 2 and Lot 3 of the Little Sandy Subdivision, lying and being situated in the City of Brenham, Washington County, Texas, part of the Phillip Coe Survey, A-31, according to the plat recorded in Plat Cabinet File No. 725B, Plat Records of Washington County, Texas; reference to which said instrument being hereby made, and the same being incorporated herein by reference, for all pertinent purposes.

And being the same tract or parcel of land depicted and described in Exhibit "A" attached hereto and made a part hereof for all purposes pertinent.

Reservations From and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following Exceptions From Conveyance and Warranty, but only to the extent that the same are valid, subsisting, and relate to and are enforceable against the Property:

1. Any and all reservations, exceptions, prescriptive rights and all other matters affecting title to the Property of record in the real property records of Washington

County, Texas and those matters and conditions as may be shown on or depicted by an actual on the ground survey of the Property.

This conveyance is made by Grantor and accepted by Grantee subject to the following Reservations From Conveyance and Warranty: None

Grantor, for the Consideration and subject to the Reservations From and Exceptions to Conveyance and Warranty and other terms hereof, GIVES AND CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations From and Exceptions to Conveyance and Warranty, when the claim is by, through, or under Grantor but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR – JAMES HANATH

By: James Hanath
James Hanath

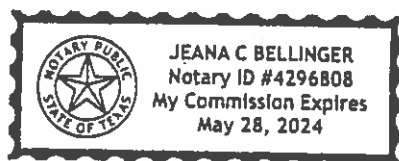
AGREED TO AND ACCEPTED:

GRANTEE - CITY OF BRENHAM, TEXAS

By: Milton Y. Tate, Jr., Mayor

THE STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

This instrument was acknowledged before me on the 29th day of May, 2020 by JAMES HANATH, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



Jeana C. Bellinger
NOTARY PUBLIC, STATE OF TEXAS

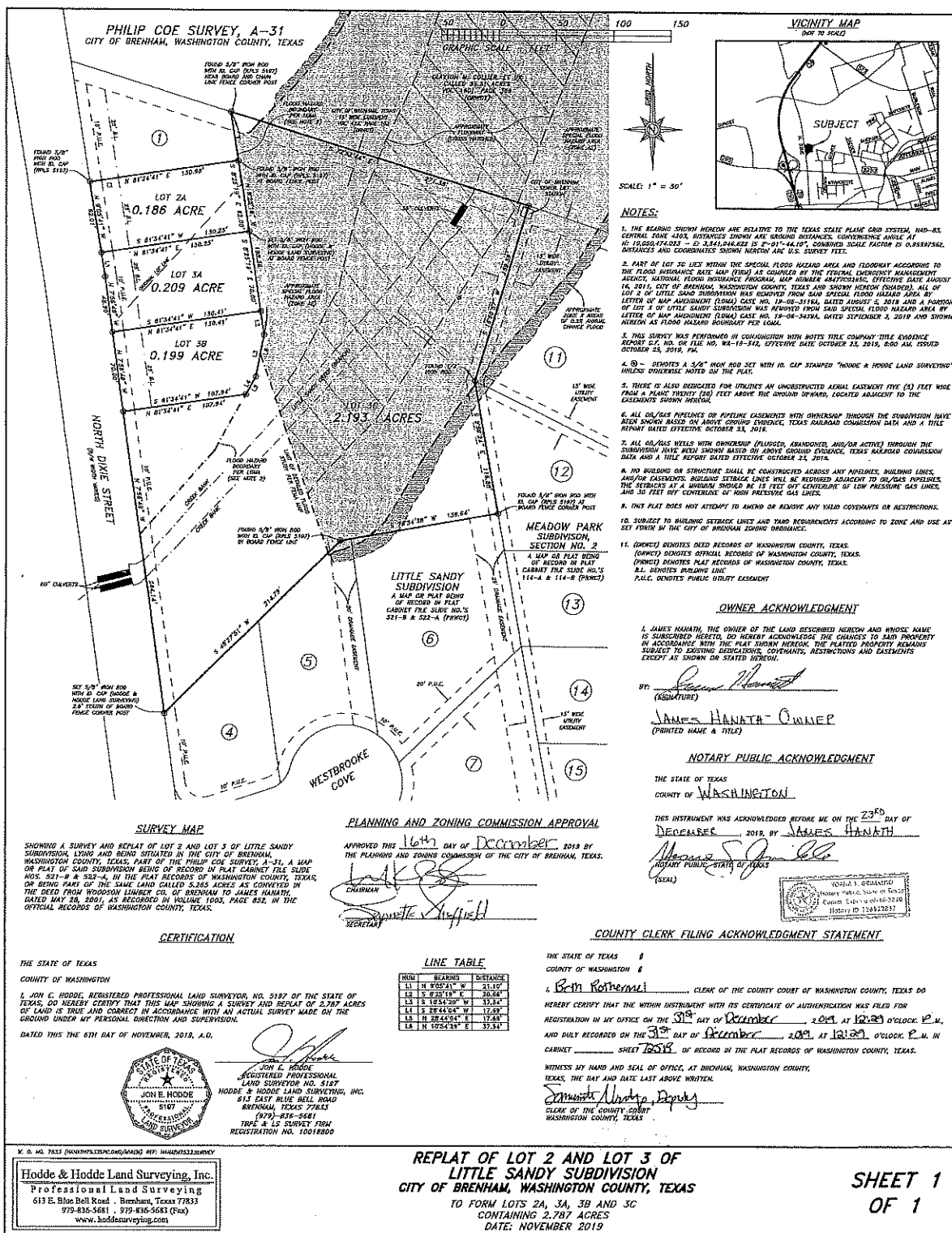
THE STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

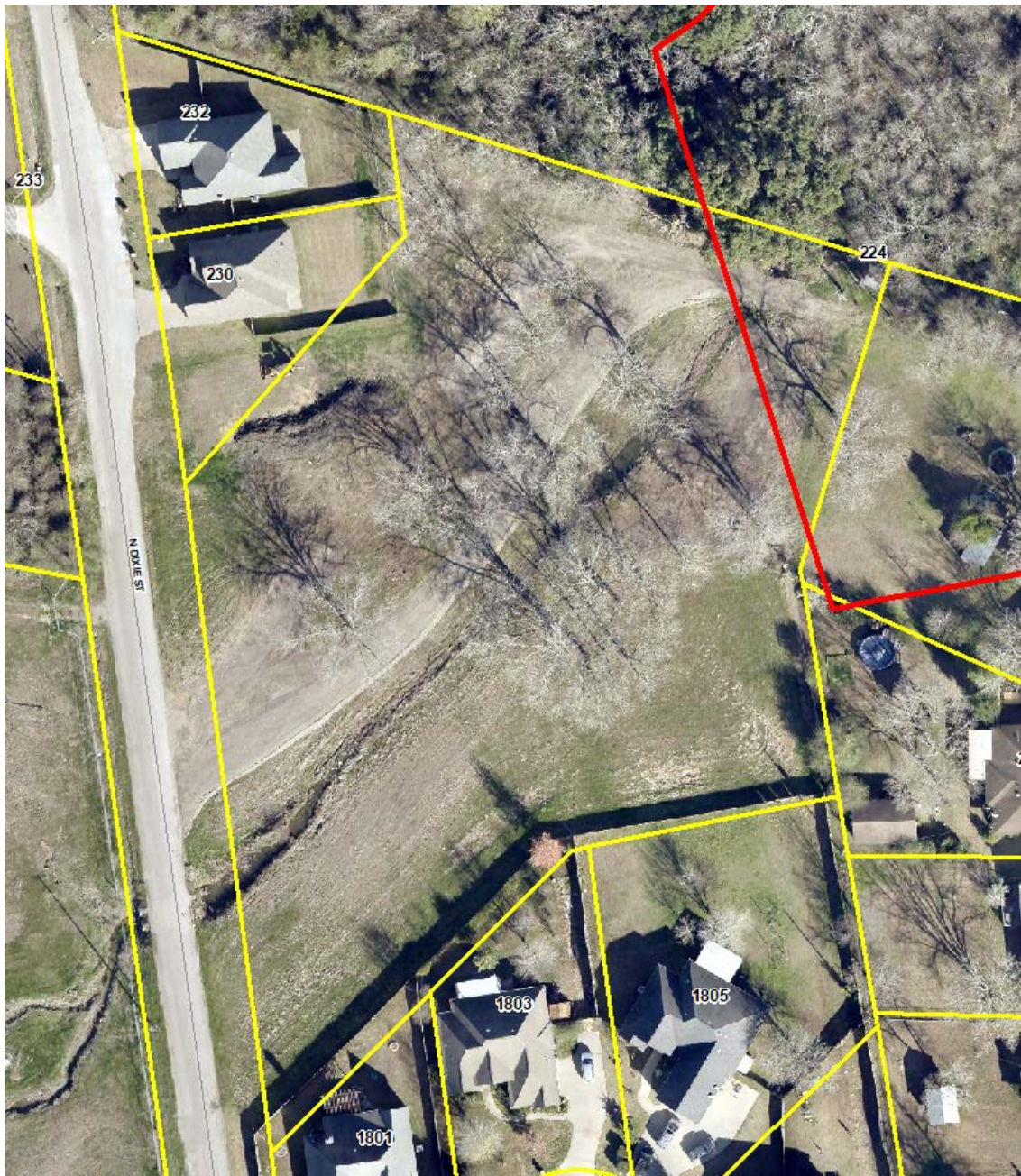
This instrument was acknowledged before me on the _____ day of _____, 2020, by MILTON Y. TATE, JR. as Mayor of the City of Brenham, Texas, in said capacity and on behalf of the City of Brenham, Texas.

NOTARY PUBLIC, STATE OF TEXAS

After recording, please return to:

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









AGENDA ITEM 11

DATE OF MEETING: June 18, 2020	DATE SUBMITTED: June 12, 2020															
DEPT. OF ORIGIN: Human Resources	SUBMITTED BY: Susan Nienstedt															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING														
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon 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 the Necessary Documentation																
SUMMARY STATEMENT: This item is being presented to City Council for consideration to approve the renewal of the Texas Municipal League Health Benefits Pool Proposal for group medical benefits for the plan year beginning October 1, 2020. The recommended renewal will continue to provide the same network of providers to employees and their dependents, with a 3% increase of total premiums being paid by the employee.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Memo from HR Director																
FUNDING SOURCE (Where Applicable): Funds are available in the FY20-21 Budget																
RECOMMENDED ACTION: Approve the renewal of City of Brenham Group Health Plan with TML Health Benefits Pool and the 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.																
APPROVALS: James Fisher																



MEMORANDUM

To: Mayor and City Council

From: Susan Nienstedt - HR Director

Subject: Renewal of Full-Funded Group Medical Plan with TML Health Benefits Pool

Date: June 18, 2020

The City of Brenham currently provides a great benefit package to our employees, encompassing group medical insurance, retirement, and life insurance to only mention a few of employee benefits. The group medical benefit stands out as one of our best benefits paying 92% of the employee coverage and subsidizing between 53% to 65% of the dependent costs for the plan. Texas Municipal League (TML) Health Benefits has been our group medical provider for many years and has weathered both increases and decreases in the group medical arena. The group medical budgeted annual cost of \$2,016,552 will provide our employees and their dependents a PPO type plan with the plan paying 80% of in-network costs after the deductible is met.

We are recommending the acceptance of the TML Health Benefits Pool renewal with an increase of 3% of the total monthly premium, which will be paid by the employee through biweekly payroll deductions. The TML plan allows our employees to utilize the same United Health Care network of doctors and facilities, as well as the same prescription and telehealth services. The plan will continue to offer a Health Reimbursement Arrangement (HRA) to assist employees by reimbursing them for the difference between the current individual deductible of \$1,200, and the Plan's individual deductible of \$3,000. The HRA is an employer paid account that will reimburse employees who exceed the individual or family deductible amount. In the past, only a small portion of employees met the deductible each year. Outlined below are a few of the benefits to employees by accepting the TML proposed renewal.

- | | |
|---|--|
| ✓ HRA to reimburse deductible costs above \$1200/\$2400 | ✓ Out-of-pocket deductible will now apply to In-network deductible |
| ✓ Telehealth \$0 copay | ✓ Lab/X-Ray will be covered at 100% when obtained in office visit |
| ✓ Primary care \$30 copay | |
| ✓ FSA remains an option | |

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	202						
Covered Lives	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	5					
Covered Lives	8					



AGENDA ITEM 12

DATE OF MEETING: June 18, 2020	DATE SUBMITTED: June 11, 2020	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Karen Stack	
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 Recommendations for Appointments and/or Re-Appointments to Various City Boards and Commissions and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: Staff recently received the resignations of Dr. Walter Jackson from the Main Street Advisory Board and Dr. Jamey Johnson from the Library Advisory Board. City staff would like to thank them for their service and wish them well in their new career endeavors. On June 10, 2020, The Boards and Commissions Subcommittee consisting of Mayor Tate, Councilmember Cante, and Councilmember Saunders voted to recommend the following appointments: 1) Lowell Ogle for appointment to the unexpired term of Dr. Jackson, which ends December 31, 2020. Mr. Ogle's considerable experience with Public Utilities will be an asset to the Main Street Board due to upcoming drainage and construction projects that will impact downtown businesses. 2) Elizabeth Coker for appointment to the unexpired term of Dr. Johnson, which expires December 31, 2020. Ms. Coker is a retired elementary and middle school teacher and experienced librarian.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: N/A B. CONS: N/A		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Board Membership Summary		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Discuss and Possibly Act Upon Recommendations for Appointments and/or Re-Appointments to Various City Boards and Commissions and Authorize the Mayor to Execute Any Necessary Documentation		
APPROVALS: James Fisher		

MAIN STREET BOARD

Position	Board Member	Expiration
1	Jeffrey Lewman	December 31, 2020
2	Margie Young	December 31, 2021
3	Tiffany Morisak	December 31, 2020
4	Walter Jackson Lowell Ogle	December 31, 2020
5	Jon Hill	December 31, 2021
6	John Hermann	December 31, 2020
7	Tom Whitehead	December 31, 2020
8	Shannan Canales	December 31, 2021
9	Jim Moser	December 31, 2020
10	Evonne Sturm	December 31, 2020
11	Connie Wilder	December 31, 2020

LIBRARY ADVISORY BOARD

Position	Board Member	Nominating Entity	Term Expiration
1	Lillian Marshall	City of Brenham	December 31, 2020
2	Keith Herring	City of Brenham	December 31, 2020
3	Jamey Johnson Elizabeth Coker	City of Brenham	December 31, 2020
4	Fredericka DeBerry	City of Brenham	December 31, 2021
5	Sabrina Roberts	Brenham Fortnightly	December 31, 2020
6	Jody Tyson	Brenham Fortnightly	December 31, 2021
7	Janie Mehrens	Brenham Fortnightly	December 31, 2020
8	Lu Hollander	Brenham Fortnightly	December 31, 2020
9	Renee Mueller	Brenham Fortnightly	December 31, 2021



AGENDA ITEM 13

DATE OF MEETING: June 18, 2020	DATE SUBMITTED: June 12, 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 Resolution No. R-20-024 Amending the Policies and Procedures for Boards and Commissions		
SUMMARY STATEMENT: On December 13, 2018, City Council adopted the Policies and Procedures for Boards and Commissions. The purpose of this policy was to provide uniform standards and procedures for all boards and commissions in the City of Brenham. Section 13, Membership in Multiple Boards, currently instructs individuals who are members in more than one board to abstain from voting if one of those boards is voting on whether to fund another. Staff has found that this limitation may cause a member to refrain from participating in matters in which he or she is uniquely qualified to assist the funding board in making its decision. The proposed revision of Section 13 being presented for your consideration would allow a member to participate in such a funding decision after disclosing the dual membership to the funding board. Staff believes this will enhance the quality and transparency of board funding processes.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Resolution No. R-20-024		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve Resolution No. R-20-024 amending the Policies and Procedures for Boards and Commissions		
APPROVALS: Mayor Tate		

RESOLUTION NO. R-20-024

A RESOLUTION OF THE CITY OF BRENHAM, TEXAS AMENDING THE POLICIES AND PROCEDURES FOR BOARDS AND COMMISSIONS

WHEREAS, Art. III, Section 23 of the City of Brenham Charter provides that the City Council has the authority to establish such Boards and Commissions as it deems necessary to carry out the functions and obligations of the City; and

WHEREAS, the City Council desires to establish uniform policies and procedures for all Boards and Commissions of the City of Brenham;

WHEREAS, the City of Brenham Policies and Procedures for Boards and Commissions was adopted by City Council on December 13, 2018 with the passage of Resolution No. R-18-024;

WHEREAS, it is in the best interest of the City of Brenham to amend Section 13, Membership in Multiple Boards, of the Policies and Procedures for Boards and Commissions;

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

Section 1: That the recitals set forth above are incorporated herein for all purposes as if fully set forth in the body of this Resolution.

Section 2: That the City Council of the City of Brenham hereby adopts the revisions to Section 13 of the Policies and Procedures for Boards and Commissions as set forth in the “Exhibit A,” attached hereto and incorporated herein for all purposes.

Section 3: That this Resolution shall be in full force and effect after its passage and approval according to law.

RESOLVED on this the 18th day of June 2020.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

“EXHIBIT A”

SECTION 13. **MEMBERSHIP IN MULTIPLE BOARDS**

If a member is serving on more than one board, the member, before discussing and/or voting on a decision that involves funding which impacts matters specific to another board’s duties and responsibilities on which said member serves, shall verbally disclose his/her membership on any other board impacted by the funding decision to the other board members in attendance at the meeting. Said member may fully participate in the discussion and vote on the decision involving funding after disclosing his/her membership on any other board impacted by the funding decision.



AGENDA ITEM 14

DATE OF MEETING: June 18, 2020	DATE SUBMITTED: June 8, 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: Discussion and Update on the City of Brenham's COVID-19 (Coronavirus) Response and Recovery Efforts	
SUMMARY STATEMENT: City Manager James Fisher will provide the City Council with an update on the City's COVID-19 response and recovery efforts.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference): N/A	
ATTACHMENTS: None	
FUNDING SOURCE (Where Applicable): N/A	
RECOMMENDED ACTION: No action needed – discussion and update only.	
APPROVALS: James Fisher	