



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, JUNE 15, 2017 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Williams**
- 3. Citizens Comments**
- 4. Special Recognition**
 - **GFOA Distinguished Budget Presentation Award**

WORK SESSION

- 5. Discussion and Presentation Related to Parking and Associated Matters in the Proposed Neighborhood Business District (B-4) Including a Downtown Business/Residential Overlay** **Pages 1-4**

REGULAR SESSION

- 6. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the City of Brenham Zoning Ordinance (Code of Ordinances, City of Brenham, Texas - Appendix A) and the Official Zoning Map of the City of Brenham, to Provide for a Neighborhood Business District (B-4) to include a Downtown Business/Residential Overlay, and to Change the Zoning Districts on Various Tracts of Land Bounded by and/or Adjacent to S. Austin Street, W. First Street, S. Market Street, S. Baylor Street, S. Park Street, and S. Church Street from Commercial, Research and Technology (B-2) and Industrial (I) Districts to the Neighborhood Business District (B-4) to include a Downtown Business/Residential Overlay, in Brenham, Washington County, Texas** **Pages 5-14**

7. **Discuss and Possibly Act Upon an Audit Engagement Letter from Seidel Schroeder to Perform an Audit for the Fiscal Year Ending September 30, 2017 and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 15-22**
8. **Discuss and Possibly Act Upon the Final One Year Contract Extension, in Accordance with Bid No. 15-008, for Gasoline and Diesel Fuel for the City of Brenham's Vehicle and Equipment Fleet and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 23-31**
9. **Discuss and Possibly Act Upon a Request for a Noise Variance from Brenham Outlaws for a Juneteenth Celebration at Hattie Mae Flowers Park to be Held on June 17, 2017 from 2:00 p.m. – 8:00 p.m. and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 32-33**
10. **Discuss and Possibly Act Upon a Request for a Noise Variance from Don and Margaret Davis for a Birthday Party at 800 Pleasantview to be Held on June 17, 2017 from 10:00 a.m. – 11:00 p.m. and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 34-35**
11. **Discuss and Possibly Act Upon a Ground Space Lease Agreement with Mark R. Pollard for Hangar Space at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 36-46**
12. **Administrative/Elected Officials Report**

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

Adjourn

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

CERTIFICATION

I certify that a copy of the June 15, 2017 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 12, 2017 at 12:15 PM.

Kacey A. Weiss

Deputy City Secretary

Disability Access Statement: This meeting is wheelchair accessible. The accessible entrance is located at the Vulcan Street entrance to the City Administration Building. Accessible parking spaces are located adjoining the entrance. Auxiliary aids and services are available upon request (interpreters for the deaf must be requested twenty-four (24) hours before the meeting) by calling (979) 337-7567 for assistance.
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I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2017 at _____ AM PM.

Signature

Title



AGENDA ITEM 5

DATE OF MEETING: June 15, 2017	DATE SUBMITTED: June 9, 2017
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Erik Smith

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

AGENDA ITEM DESCRIPTION: Discussion and Presentation Related to Parking and Associated Matters in the Proposed Neighborhood Business District (B-4) Including a Downtown Business/Residential Overlay

SUMMARY STATEMENT: City staff was approached by multiple individuals from the community who expressed interest in redeveloping south of the downtown B-3 Central Historical Business District. Staff formed a committee consisting of staff and two local architects Darren Heine and Tommy Upchurch. These individuals were able to give us insight into what was desired by the private development community and helped us draft wording that would benefit those who wished to invest into this area of the community as well as give staff the opportunity to see how we could word the ordinance in a way that might help alleviate some of the variance requests and also add some uses into the ordinance that would create a unique but related feel to the neighboring B-3 Central Historical Business District.

Staff invited all of the property owners to a Town Hall style meeting to review the proposed changes and to give us an opportunity to hear any comments or feedback. There was not a significant amount of new input that was generated from this meeting.

This item was brought before the Planning and Zoning Commission as a discussion item and public hearing for the proposed changes. Planning and Zoning Recommended unanimous approval.

There are no changes to the wording of the document as previously presented to City Council outside of the parking recommendation which were proposed for this workshop item. Staff would recommend one of the options presented in the workshop be added to the text as part of the final recommendation which would be added to the ordinance prior to final reading.

The proposed options for wording amendments are:

Option A:

(Sec. 6.07) Parking and loading regulations. The provisions contained in Part II, Division I, Sections 15 and 16 hereof shall be applicable to the B-4 Neighborhood Business District. However, notwithstanding the preceding sentence, the following provisions shall not be applicable to the B-4 Neighborhood Business District: 1) the third sentence of Part II, Division 1, Section 16.03(4); and 2) Part II, Division 1, Subsections 16.03(4)(a) and 16.03(4)(b).

It is the goal of the City to encourage not only new development within the B-4 Neighborhood Business District, but to also strongly encourage redevelopment and reuse of existing structures within the District. Existing development patterns preclude the reasonable anticipation that new development or, in the alternative, redevelopment and reuse of existing structures could be undertaken in a commercially viable manner if off-street parking spaces were required to be constructed by each property owner. In order to ensure that sufficient off-street parking spaces are available to support new development or redevelopment and reuse within the District, the City has determined that for any new construction and/or reconstruction or redevelopment of property within the District, the off-street parking requirements of this ordinance may be complied with in either of the following manners:

- (1) A property owner shall provide onsite off-street parking spaces by actually constructing onsite off-street parking spaces in compliance with the terms and conditions of this ordinance, as such terms and conditions are modified by this Section 5.07; or
- (2) A property owner shall pay a fee in lieu of actually constructing onsite off-street parking spaces. The property owner will be required to pay a fee, in an amount determined by the City Council, in accordance with the number of spaces required by this ordinance based upon the type of use envisioned for the property. The fees required by this subsection shall be paid to the office of the City Secretary, and shall be deposited into the B-4 Neighborhood Business District parking facilities improvement fund. All fees paid into this fund shall be used by the City to acquire and/or improve property as public parking facilities within or in the immediate vicinity of the B-4 Neighborhood Business District. The City may also utilize money in this fund to improve existing parking facilities by resurfacing them, installing landscaping and/or street furniture, or making other improvements deemed appropriate by the City Council.

Option B:

(Sec. 6.07) Parking and Loading Regulations.

- A. No off-street parking is required for all nonresidential uses.
- B. Any use change to a residential use will require residential on-site parking requirements if new residential use is first floor living space.
- C. All new types of residential living space shall comply with existing on-site parking requirements not including mixed use with second floor residential use.
- D. Mixed use buildings with residential on second floor will not require parking.

(Sec. ----) Parking and Loading Regulations. *For Overlay District only*

- A. Mixed use buildings with residential on second floor will not require parking.

If Option B is the choice of City Council there are a number of different tools the city consider in the future to construct parking in the B-4 District. Possible solutions include:

- a. Funding all satellite parking in the area through existing funds.
- b. Tax Increment Reinvestment Zone “TIRZ”
- c. Public Improvement District “PID”
- d. Chapter 380 Agreement

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS: Provides new parking options for those businesses that cannot meet current ordinance, create more realistic zoning criteria for existing buildings that are none conforming, help assist in revitalization of area.

B. CONS: Anytime zoning is changed there is an impact of some sort on an existing property owner.

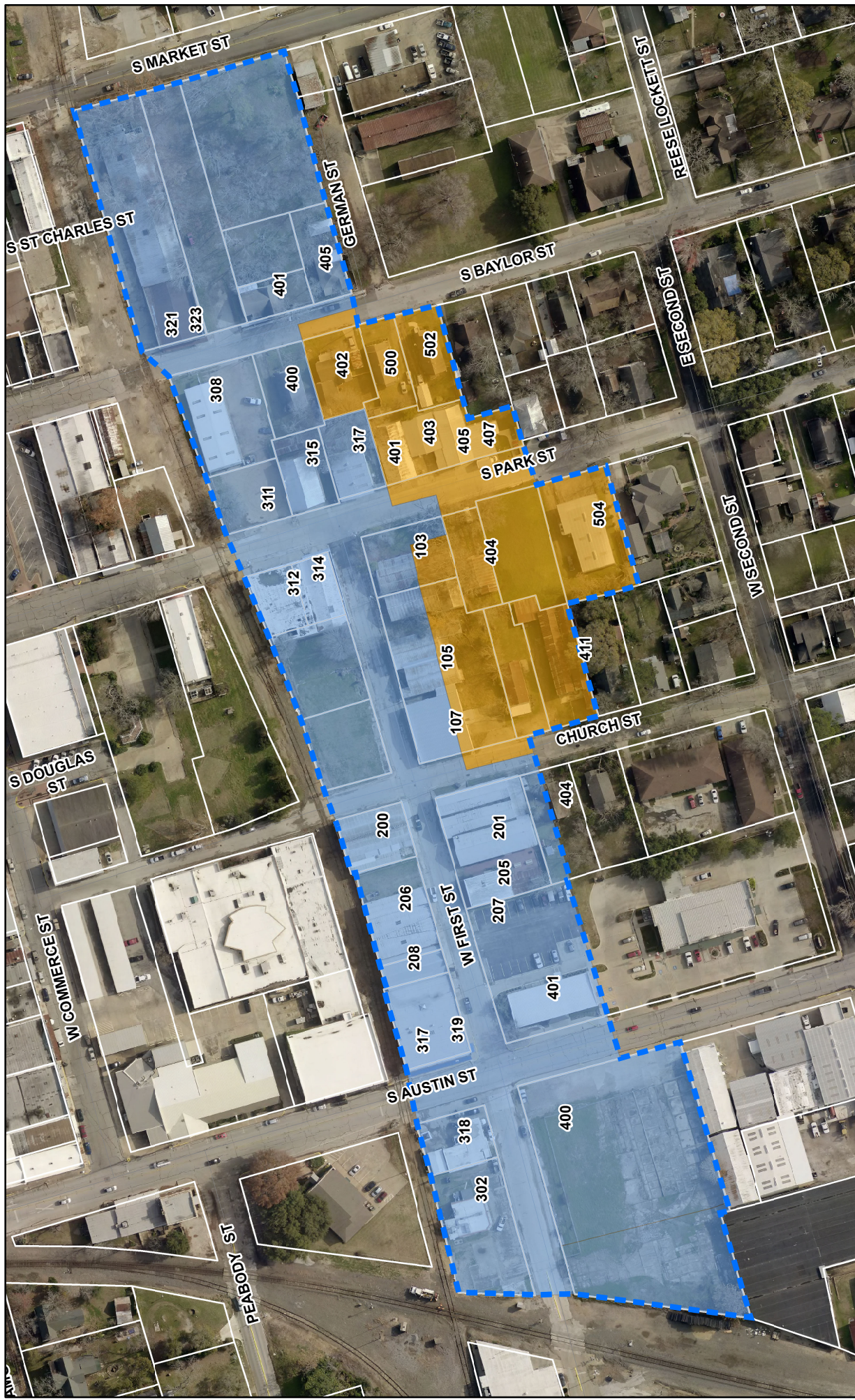
ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Land Use Map Exhibit

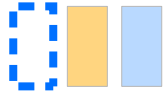
FUNDING SOURCE (Where Applicable): N/A

RECOMMENDED ACTION: No action – discussion only.

APPROVALS: Terry K. Roberts

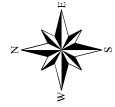


Downtown Brenham Master Plan Southside Overlay District



- Southside District (10.88 Ac)
- Downtown Business/Residential Overlay District (2.28 Ac)
- B4-Neighborhood Business District (8.60 Ac)

1 inch = 160 feet





AGENDA ITEM 6

DATE OF MEETING: June 15, 2017	DATE SUBMITTED: June 8, 2017															
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Erik Smith															
<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	
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AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the City of Brenham Zoning Ordinance (Code of Ordinances, City of Brenham, Texas - Appendix A) and the Official Zoning Map of the City of Brenham, to Provide for a Neighborhood Business District (B-4) to include a Downtown Business/Residential Overlay, and to Change the Zoning Districts on Various Tracts of Land Bounded by and/or Adjacent to S. Austin Street, W. First Street, S. Market Street, S. Baylor Street, S. Park Street, and S. Church Street from Commercial, Research and Technology (B-2) and Industrial (I) Districts to the Neighborhood Business District (B-4) to include a Downtown Business/Residential Overlay, in Brenham, Washington County, Texas																
SUMMARY STATEMENT: At the June 1, 2017 council meeting, this ordinance was table by Council so that additional information could be provided by staff related to parking and other associated matters in the proposed Neighborhood Business District (B4), including the Downtown Business/Residential overlay. The various options for wording in this ordinance will be presented to Council in work session and this ordinance will need to be adopted with the appropriate Option, as decided by Council.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Provides new parking options for those businesses that cannot meet current ordinance, create more realistic zoning criteria for existing buildings that are none conforming, help assist in revitalization of area. B. CONS: Anytime zoning is changed there is an impact of some sort on an existing property owner.																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Ordinance																
FUNDING SOURCE (Where Applicable): N/A																

RECOMMENDED ACTION: Approve Ordinance on its first reading amending the City of Brenham Zoning Ordinance as outlined in (Code of Ordinances, City of Brenham, Texas - Appendix A) and the Official Zoning Map of the City of Brenham, to provide for a Neighborhood Business District (B-4) to include a Downtown Business/Residential Overlay, and to change the Zoning Districts on various tracts of land bounded by and/or adjacent to S. Austin Street, W. First Street, S. Market Street, S. Baylor Street, S. Park Street, and S. Church Street from Commercial, Research and Technology (B-2) and Industrial (I) Districts to the Neighborhood Business District (B-4) to include a Downtown Business/Residential Overlay, in Brenham, Washington County, Texas **with wording Option _____**.

APPROVALS: Terry K. Roberts

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A – “ZONING” OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS PART II, DIVISION 1 AND DIVISION 2, TO PROVIDE FOR THE NEIGHBORHOOD BUSINESS DISTRICT (B-4) AND THE DOWNTOWN BUSINESS/RESIDENTIAL OVERLAY DISTRICT, AND AMENDING THE OFFICIAL ZONING MAP TO RE-ZONE VARIOUS TRACTS OF LAND BOUNDED BY AND/OR ADJACENT TO S. AUSTIN STREET, W. FIRST STREET, S. MARKET STREET, S. BAYLOR STREET, S. PARK STREET, AND S. CHURCH STREET CURRENTLY ZONED COMMERCIAL, RESEARCH, AND TECHNOLOGY DISTRICT (B-2) (APPROXIMATELY 10.43 ACRES) AND A PORTION BEING INDUSTRIAL DISTRICT (I) (APPROXIMATELY 0.45 ACRES) TO A NEIGHBORHOOD BUSINESS DISTRICT (B-4) (APPROXIMATELY 10.88 ACRES) INCLUDING THE DOWNTOWN BUSINESS/RESIDENTIAL OVERLAY DISTRICT (APPROXIMATELY 2.28 ACRES), BEING A TOTAL OF APPROXIMATELY 10.88 ACRES OF LAND, SAID RE-ZONED PROPERTY BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”.

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, the City Council, hereby desires to amend Appendix A – “Zoning” to provide for the creation of the Neighborhood Business District (B-4) and the Downtown Business/Residential Overlay District in accordance with the regulations set forth therein; and

WHEREAS, the City Council of the City of Brenham desires to re-zone various tracts of land to a Neighborhood Business District (B-4) including the Downtown Business/Residential Overlay District as set forth 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, Part II, Division 1, Sec. 1, Establishment of districts is hereby amended to add the B-4 Neighborhood Business District and the OL Downtown Business/Residential Overlay District to read as follows:

Sec. 1. - Establishment of districts.

For the purposes of this ordinance, the city is hereby divided into ten (10) districts as follows:

(Residential Districts)

District R-1. Single-Family Residential District

District R-2. Mixed Residential District

District R-3. Manufactured Home Residential

(Mixed Residential and Commercial Districts)

District B-1. Local Business/Residential Mixed Use District

District B-2. Commercial, Research and Technology District

District B-3. Historical Central Business District

District B-4. Neighborhood Business District

(Exclusive Commercial District)

District I. Industrial

(Special Districts)

District PD. Planned Development District

District OL. Downtown Business/Residential Overlay District

SECTION 2. That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, Part II, Division 2, Sec. 6, I Industrial District is hereby amended by renumbering said Part II, Division 2, Sec. 6, I Industrial District to be referred to therein as Part II, Division 2, Sec. 7, I Industrial District. Further, any and all references throughout the entirety of Appendix A – "Zoning" of the Code of Ordinances of the City of Brenham, Texas to Part II, Division 2, Sec. 6, I Industrial District shall be renumbered to be referred to therein as Part II, Division 2, Sec. 7, I Industrial District.

SECTION 3. That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, Part II, Division 2, Sec. 6 is hereby amended to add Part II, Division 2, Sec. 6, B-4 Neighborhood Business District to read as follows:

Sec. 6. - B-4 Neighborhood Business District.

(Sec. 6.01) Purpose. The B-4 Neighborhood Business District is established to encourage a mix of commercial, office, service, residential and governmental uses while preserving the historical/commercial character of this unique district.

(Sec. 6.02) Permitted uses:

(Residential)

Residential uses that occupy upper level space above ground level in nonresidential buildings.

(Nonresidential)

- (1) Amusement and entertainment
- (2) Apparel and other products assembled from finished textiles.
- (3) Arts and Crafts studios-
- (4) Automobile parking lots
- (5) Bakeries (retail and wholesale)
- (6) Banks/Depository Institutions (not including Payday Lenders or Express Loans)
- (6) Bed and Breakfast House
- (7) Distillery and Brewery
- (8) Artisan works and goods design, production and sales
- (9) Performing arts venues
- (10) Dancing or music academies and studios
- (11) Museums or galleries
- (12) Florist shops or greenhouses
- (13) Food and beverage production, sales and bottling works
- (14) Musical instruments assembly and manufacture design, production and sales
- (15) Offices
- (16) Open (outdoor) display or storage of retail merchandise as an accessory use to uses permitted in the B-4 District
- (17) Printing and/or engraving and newspaper plants and shops
- (18) Radio or television broadcasting station or studios for recording, film or photography
- (19) Eateries, restaurants, coffee shops, ice cream parlors not including drive-thru
- (20) Retail stores, general sales and service, and other local business

(Sec. 6.03) Specific uses:

- (1) Temporary buildings for uses incidental to construction work, which buildings shall be removed upon the completion or abandonment of construction work.

(Sec. 6.04) Height regulations. No residential or nonresidential building shall exceed forty (45) feet or three (3) stories.

(Sec. 6.05) Area regulations. No limitations except where bufferyards are required.

(Sec. 6.06) Lot coverage: No limitations.

**INCLUDE WORDING FROM OPTION A OR
OPTION B HERE.**

(Sec. 6.08) Screening and fencing regulations. As provided in Part II, Division I, Section 12, and Section 13 of this ordinance.

SECTION 4. That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, Part II, Division 2, Sec. 9, is hereby amended to add Downtown Business/Residential Overlay District to read as follows:

Sec. 9. Downtown Business/Residential Overlay District

(Sec. 9.01) The Downtown Business/Residential Overlay District is intended to protect and enhance the character and function of the downtown business and lodging areas, and to attract new residential development to promote activity in and support to the downtown area. Mixed-use projects that encourage pedestrian activity and serve local residents and visitors are preferred. This District will likely attract office buildings; retail dining, drinking, and lodging establishments; and leisure facilities. Design standards are required to ensure that structures in the downtown area exhibit a distinctive, high quality character, and that surrounding neighborhoods are adequately buffered from the more intense development intended in this District.

(Sec. 9.02) Permitted Uses:

(Residential)

- (1) Single-family detached dwelling units.
- (2) Single-family attached dwellings, (townhouses) in accordance with townhouse development provisions of the subdivision ordinance of the City of Brenham.
- (3) Two-family dwellings or duplexes.

- (4) Multifamily dwellings, including dormitories for students and fraternity or sorority houses, on sites of less than one (1) acre.
- (5) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.

Mobile homes and manufactured homes are not allowed at any location within the Downtown Business/Residential Overlay District.

(Nonresidential)

- (1) Any nonresidential permitted use in the B-4 Neighborhood Business District

(Sec. 9.03) Area Regulations.

Area regulations:

- (1) Single-family detached units.

- (a) Size of yards:

- (i) Front yard. There shall be a front yard having a depth of not less than fifteen (15) feet. Where lots have double frontage the required front yard shall be provided adjacent to both streets.

- (ii) Side yard. There shall be a side yard on each side of the lot having a width of not less than seven feet six inches (7' 6"). A side yard adjacent to a side street shall not be less than fifteen (15) feet.

- (iii) Rear yard. There shall be a rear yard having a depth of not less than fifteen (15) feet, except that a rear yard of not less than twenty five (25) feet shall be maintained where adjacent to an arterial or collector street.

- Exceptions:* Single-family detached units with first floor garage parking allowing for two 10' X 20' non stacked spaces will have no limitations on lot coverage and no limitations on area regulations.

- (b) Size of lot:

- (i) Lot area. No building shall be constructed on any lot of less than five thousand (5,000) square feet.

- (ii) Lot width. The width of the lot shall not be less than forty (40) feet at the front street building line, nor shall its average width be less than forty (40) feet.

- (iii) Lot depth. There is no lot depth requirement.

- (c) Lot coverage: In no case shall more than eighty-five (85) percent of the total lot area be covered by the combined area of the main buildings, and accessory buildings and other impervious surfaces.

(2) Single-family attached units (townhomes):

- (a) Minimum site area. The minimum area for townhouse development shall be nine thousand (9,000) square feet.
- (b) Size of yards:
 - (i) Front yard. There shall be a front yard having a depth of not less than fifteen (15) feet, and a front yard width of not less than thirty (30) feet adjacent to all major streets.
 - (ii) Side yard. No side yard shall be required, except where contiguous townhomes are separated, a minimum of seven feet six inches (7' 6") feet shall be maintained between the separated units and on corner lots a minimum of fifteen (15) feet shall be maintained between the building line and the side lot line of the corner lot.
 - (iii) Rear yard. A rear yard of fifteen (15) feet shall be maintained for all attached townhome units, except that a rear yard of not less than twenty (20) feet shall be maintained where adjacent to a major street.
- (c) Size of lots:
 - (i) Lot area. No building shall be constructed on any lot of less than three thousand (3,000) square feet.
 - (ii) Lot width. The width of the lot shall be not less than thirty (30) feet at the front street building line, nor shall its average width be less than thirty (30) feet.
 - (iii) Lot depth. No limitations.
 - (iv) Legally existing nonconforming lots. Where a legally platted lot for townhomes having less area, width, and/or depth than herein required existed upon the effective date of this ordinance, the above regulations shall not prohibit the erection of a single family attached or detached unit thereon, provided the applicable setbacks as required herein above shall be maintained.
- (d) Lot coverage: In no case shall more than eighty five (85) percent of the total lot area be covered by the combined area of the main buildings, and accessory buildings and other impervious surfaces, excluding pools.
- (e) Parking for single family attached and multifamily units shall be located to the rear of the property. Where double frontage exists, the street on which the property is addressed shall be considered the front property line.

(3) Multifamily units (apartments):

- (a) Minimum site area. The minimum site area for duplexes shall be five thousand (5,000) square feet and the minimum area for multifamily development shall be six thousand (6,000) square feet.
- (b) Size of yards:
 - (i) Front yard. There shall be a front yard having a depth of not less than twenty (20) feet.
 - (ii) Side yard. There shall be a side yard of not less than fifteen (15) feet, including, but not limited to, side yards adjacent to public streets.
 - (iii) Rear yard. A rear yard of fifteen (15) feet shall be maintained. There shall be a rear yard of not less than twenty-five (25) feet adjacent to all major streets.
- (c) Size of lots:
 - (i) Lot area. There shall be a minimum of one thousand (1,000) square feet of lot area per multifamily dwelling unit.
 - (ii) Lot width. The width of the lot shall not be less than fifty (50) feet at the front building line nor shall its average width be less than fifty (50) feet.
 - (iii) Lot depth. The average depth of the lot shall not be less than one hundred (100) feet.
- (d) Lot coverage: In no case shall more than seventy-five (75) percent of the total lot area be covered by the combined area of the main buildings, and accessory buildings and other impervious surfaces.

(Sec. 9.04) Parking regulations. Off-street parking spaces shall be provided in accordance with the applicable requirements for specific uses set forth in Part II, Division I, Section 16 of this ordinance.

SECTION 5. That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, and the existing City of Brenham Official Zoning Map is hereby amended to re-zone various tracts of land bounded by and/or adjacent to S. Austin Street, W. First Street, S. Market Street, S. Baylor Street, S. Park Street, and S. Church Street currently zoned Commercial, Research, and Technology District (B-2) (approximately 10.43 acres) and a portion being Industrial District (I) (approximately 0.45 acres) to a Neighborhood Business District (B-4) (approximately 10.88 acres) including the Downtown Business/Residential Overlay (approximately 2.28 acres), being a total of approximately 10.88 acres of land, said re-zoned property being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION 6. This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas.

PASSED and APPROVED on its first reading this the ____ day of _____, 2017.

PASSED and APPROVED on its second reading this the ____ day of _____, 2017.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



AGENDA ITEM 7

DATE OF MEETING: June 15, 2017	DATE SUBMITTED: June 9, 2017
DEPT. OF ORIGIN: Finance	SUBMITTED BY: Stacy Hardy
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon An Audit Engagement Letter from Seidel Schroeder to Perform An Audit for Fiscal Year Ending September 30, 2017 and Authorize the Mayor to Execute any Necessary Documentation.	
SUMMARY STATEMENT: Attached is the proposed audit engagement letter from Seidel Schroeder for the fiscal year ending September 30, 2017, with the audit fee range of \$43,000 to \$45,000, which is the same as the prior 2 years. The fee is based on the assumption that a Single Audit will not be required. At this point we are unsure if we will meet the federal expenditure threshold requirements that trigger a Single Audit. A Single Audit is required when state and federal grant expenditures exceed \$750,000 in a fiscal year. If a Single Audit is required, the engagement letter would be revised and a small fee adjustment would be possible. With the continued growth and complexity of the City's financial activities, the current fee structure is reasonable.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Audit Engagement Letter from Seidel Schroeder	
FUNDING SOURCE (Where Applicable): Finance Department Budget – Audits & Consultants Account	
RECOMMENDED ACTION: Staff is recommending approval of an audit engagement letter from Seidel Schroeder to perform an audit for the fiscal year ending September 30, 2017 and authorize the Mayor to execute any necessary documentation.	
APPROVALS: Carolyn D. Miller	

June 2, 2017

To The City Council of the
City of Brenham, Texas

We are pleased to confirm our understanding of the services we are to provide for the City of Brenham, Texas for the year ended September 30, 2017. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Brenham, Texas, as of and for the year ended September 30, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Brenham's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Brenham's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principals and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Funding Progress – Other Postemployment Benefit Plan (OBEP)
3. Schedule of Changes in Net Pension Liability and Related Ratios – Texas Municipal Retirement System
4. Schedules of Contributions – Texas Municipal Retirement System
5. Schedule of the City's Proportionate Share of the Net Pension Liability – Texas Emergency Services Retirement System
6. Schedule of Contributions – Texas Emergency Services Retirement System

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Brenham's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements.

1. Combining and individual nonmajor fund financial statements
2. Analysis and budgetary comparison information – Governmental Funds and Blended Component Unit
3. Schedules within the reports for management

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and auditor's report will not provide an opinion or any assurance on that other information:

1. Introductory section
2. Statistical data

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America, and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of Brenham's financial statements. Our report will be addressed to the mayor and councilmembers of City of Brenham. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and

other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Brenham is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals,

funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standard*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Brenham's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls, including evaluating and monitoring ongoing activities to help ensure the appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter.

This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved that financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Seidel Schroeder and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant, grantor agency, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Seidel Schroeder personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the parties listed in the above paragraph. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit planning process during October, 2017, audit fieldwork beginning in November, 2017 and to issue our reports no later than March 1, 2018. Michele Kohring Kwiatkowski is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will range from \$43,000 to \$45,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Brenham, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

SEIDEL SCHROEDER

By: 
Michele Kohring Kwiatkowski, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Brenham, Texas.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



AGENDA ITEM 8

DATE OF MEETING: June 15, 2017	DATE SUBMITTED: June 8, 2017															
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Dane Rau															
<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	
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	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Final One Year Contract Extension, in Accordance with Bid No. 15-008, for Gasoline and Diesel Fuel for the City of Brenham's Vehicle and Equipment Fleet and Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY STATEMENT: The Contract for gasoline and diesel fuel was originally awarded by Council to Alexander Oil of Brenham, Texas on June 25, 2015. The terms of the Contract allow for two one-year extensions and the second of these extensions is requested today. Pricing for this Contract will remain as originally awarded at \$0.12 per gallon above OPIS (Oil Price Information Service) posted rate for gasoline and No. 2 clear diesel. The rate for No. 2 dyed diesel will remain at \$0.20. Alexander Oil provided the sole bid for this contract and is the only known dealer able to provide bulk fuel delivery to City Department locations and both primary and secondary fill up locations for City vehicles. Council is requested to approve this second and final extension of the Contract.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Local company has provided consistently excellent service. B. CONS: Sole bidder.																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) 2015 Fleet Fuel Agreement Letter; (2) 2015 Bid Form; and (3) Acceptance Letter																
FUNDING SOURCE (Where Applicable): 202.00																

RECOMMENDED ACTION: Approve the final one year contract extension, in accordance with Bid No. 15-008, for gasoline and diesel fuel for the City of Brenham's vehicle and equipment fleet and Authorize the Mayor to Execute Any Necessary Documentation

APPROVALS: Terry K. Roberts



June 29, 2015

ATTN: Jud G. Alexander III
Alexander Oil Company
1501 FM 389
Brenham, TX 77833

Copy via Email: jud3@alexanderoil.com

RE: Contract for Fleet Fueling Services
Bid No. 15-008

Dear Mr. Alexander:

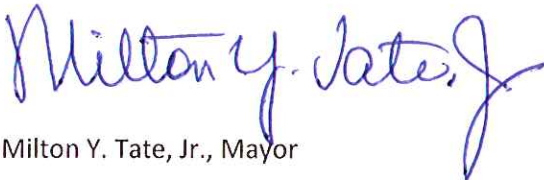
Please be advised that your company has been awarded the above referenced contract for the City of Brenham. The contract is effective from the date of this notice and shall remain in force and effect with firm fixed bid prices for a period of one (1) year. Upon completion of the term of the original contract and with mutual agreement of both parties, the contract may be extended for up to two (2) additional one-year terms.

DATE OF AWARD: June 25, 2015
CONTRACT BEGINS: June 29, 2015
CONTRACT ENDS: June 28, 2016

Additional terms and provisions of the contract are as stated in Bid No. 15-008. Payment by City to Vendor shall be made in accordance with the requirements of Texas Government Code §2251.021.

If you need any further information, please contact Purchasing Services at 979-337-7247.

Sincerely,



Milton Y. Tate, Jr., Mayor

Cc: Dane Rau, Public Works
Sara Parker, Purchasing Services
Jeana Bellinger, City Secretary



BID FORM

Bid No: 15-008

Bid Opening: 2:00 P.M. (CST), Tuesday, June 9, 2015

Bid Title: **CONTRACT FOR FLEET FUELING SERVICES**

Submit to: Purchasing Services
City of Brenham
200 W. Vulcan St.
Brenham, TX 77833
Or
PO Box 1059
Brenham, TX 77834-1059

Bid Documents: Bids must be submitted on this form only. **Bidders are required to submit one (1) original and one (1) copy. Bidder must return the entire original bid document with bid or proposal.**

Bid **MUST** be signed by an authorized representative of bidder.
Original signature required.

Name of Bidder (please print) JUD G ALEXANDER III

Authorized Signature 

Address: 1501 FM 389
BRENHAM, TX 77833

Phone No. 979.836.2722

Email: jud3@alexanderoil.com

City of Brenham
 Bid Form, Page 2
 Bid No. 15-008

Item No.	Description	Estimated Qty/Yr	Brand/Mfg.	Mark-up
1.	No. 2 (Dyed) Ultra Low Sulfur Diesel, per specifications, Minimum Cetane Rating 42	50 gallons	UNBRANDED	\$.20 /gal
2.	No. 2. (Clear) Ultra Low Sulfur Diesel, per specifications, Minimum Cetane Rating 42	90,000 gallons	UNBRANDED / BRANDED	\$.12 /gal
3.	Regular Grade Unleaded Gasoline, per specifications, Minimum Octane Rating 87	80,000 gallons	UNBRANDED / SHELL, PHILLIPS, VALERO	\$.12 /gal
4.	Medium Grade Unleaded Gasoline, per specifications, Minimum Octane Rating 89	2,000 gallons	UNBRANDED / SHELL, PHILLIPS, VALERO	\$.12 /gal
5.	Premium Grade Unleaded Gasoline, per specifications, Minimum Octane Rating 92	1,200 gallons	UNBRANDED / SHELL, PHILLIPS, VALERO	\$.12 /gal

Name of Bidding Vendor ALEXANDER OIL COMPANY

City of Brenham
Bid Form, Page 3
Bid No. 15-008

Information below is required and will be considered in evaluation of bids:

1. Can your firm give same day service if needed for bobtail deliveries? YES

2. Will your firm provide emergency service after working hours? YES

3. State what type of service and/or system you have for dispensing fuel:

Proprietary Cardlock Fleet Fueling System with private cards
issued by Alexander Oil Company. 24 - hour all product availability

4. Specify billing frequency: weekly ☒ monthly other

Prompt payment discount? I.e., 1% 10 days? None

5. Contact name and phone number for ordering bobtail deliveries:

Rebecca Beckman, Mary Kessler, Jud Alexander III 979.836.2722

Alternate: Daniel Randermann, Brad Bentke, Bridget Bartels

6. Number of sales locations within the City limits 2 *

Address, phone number and contact name for each location:
(use additional sheet(s) of paper as needed)

* Additional site coming 2015

Location: Alexander Oil Company Fleet Fuel

Address: 1501 FM 389 Brenham, TX 77833

Contact: Jud Alexander III Phone No.: 979.836.2722
832.691.2663

Name of bidding vendor: ALEXANDER OIL COMPANY

City of Brenham
Bid Form, Page 4
Bid No. 15-008

Location: Brenham Food Stop #2

Address: 1312 Prairie Lea St. Brenham, TX 77833

Contact: Jud Alexander III Phone No.: 979.836.2722

Murad Allana Store: 979.830.1862

Location: * Center Drive In #3

Address: 1607 SH 105 Brenham, TX 77833

Contact: Jud Alexander III Phone No.: 979.836.2722

832.691.2663

Location: * County Food

Address: 4185 SH 36 N Brenham, TX 77833

Contact: Jud Alexander III Phone No.: 979.832.2722

832.691.2663

Location: _____

Address: _____

Contact: _____ Phone No.: _____

Location: _____

Address: _____

Contact: _____ Phone No.: _____

Name of bidding vendor: ALEXANDER OIL COMPANY



May 31, 2017

ATTN: Jud G. Alexander III
Alexander Oil Company
1501 FM 389
Brenham, TX 77833

Via email: jud3@alexanderoil.com

Re: Contract for Fleet Fueling Services
Bid No. 15-008

Dear Mr. Alexander:

The terms of the above referenced contract, original awarded on June 25, 2015, state that upon completion of the term of the original contract and with mutual agreement of both parties, the contract may be extended for up to two (2) additional one-year terms. The term of the current extension expires on June 28, 2017. Subject to approval by City Council, the City of Brenham offers the final one-year extension as shown below.

CONTRACT EXTENSION BEGINS:	June 29, 2017
CONTRACT EXTENSION ENDS:	June 28, 2018

Contract price and additional terms and conditions are as stated in Bid No. 15-008. Payment by City to Vendor shall be made in accordance with the requirements of Texas Government Code §2251.021.

Please indicate whether Alexander Oil Company wishes to extend the contract by filling out the appropriate column on the attached page.

If you need any further information, please contact Purchasing Services at 979-337-7247.

Sincerely,

Sara Parker, C.P.M.
Purchasing Manager
City of Brenham

Alexander Oil Company, Contract No. 15-008
Renewal for 2017-18 Contract Year

☒ Yes, Alexander Oil Company would like to extend Contract No. 15-008 for an additional year.

Jud G Alexander III
Signature

JUD G ALEXANDER III
Name

General Manager
Title

☐ No, Alexander Oil Company would not like to extend Contract No. 15-008 for an additional year.

Signature

Name

Title



AGENDA ITEM 9

DATE OF MEETING: June 15, 2017	DATE SUBMITTED: June 7, 2017															
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Kacey Weiss															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
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	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Request for a Noise Variance from Brenham Outlaws for a Juneteenth Celebration at Hattie Mae Flowers Park to be Held on June 17, 2017 from 2:00 p.m. – 8:00 p.m. and Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY STATEMENT: The Brenham Outlaws are requesting a Noise Variance for a Juneteenth Celebration at Hattie Mae Flowers Park on Saturday, June 17, 2017 from 2:00 p.m. – 8:00 p.m. They will have a party wagon with speakers playing music, which requires a Noise Variance. The Brenham Police Department and the Brenham Fire Department have approved the noise variance request; therefore, I ask the City Council to approve the noise variance request.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Noise Variance Request form																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: Approve a request for a noise variance from Brenham Outlaws for a Juneteenth Celebration at Hattie Mae Flowers Park to be held on June 17, 2017 from 2:00 p.m. – 8:00 p.m. and authorize the Mayor to execute any necessary documentation																
APPROVALS: Terry K. Roberts																

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: Brenham Out Laws
2. Name and address of individual making application on behalf of sponsoring organization: Craig Burns
3. Purpose of the Event: June teenth
4. Location of Event: M L K Park -> Hattie Mae Flowers Park
5. Date of the event: June 17, 2017
6. Time of Event: ~~1:30~~ start maybe 2:00
7. Event Set-up: From: 2:00 To: 7:00 - 8:00
Event Clean-up: From: _____ To: _____
8. You are required to describe the following:

a) Types of Activities Planned and any additional information specific to this event: _____

Cooking - Danceing, music

b) Bands/Musical Instruments: speakers, party wagon
c) Sound amplification equipment: _____

d) Cleanup provisions: We will clean up after it's over

Craig Burns / Mary Barrett Date: 6-5-2017

Name of Applicant (Printed or Typed)

Mary Barrett

Applicant or Authorized Person's Signature

Phone: 606.936-727-4003

C.B. 979-525-0088

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



AGENDA ITEM 10

DATE OF MEETING: June 15, 2017	DATE SUBMITTED: June 8, 2017															
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Kacey Weiss															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
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	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Request for a Noise Variance from Don and Margaret Davis for a Birthday Party at 800 Pleasantview to be Held on June 17, 2017 from 10:00 a.m. – 11:00 p.m. and Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY STATEMENT: Don and Margaret Davis are requesting a Noise Variance for a birthday party at 800 Pleasantview on June 17, 2017 from 10:00 a.m. – 11:00 p.m. They will have a DJ using speakers, which requires a Noise Variance. The Brenham Police Department and the Brenham Fire Department have approved the noise variance request; therefore, I ask the City Council to approve the noise variance request.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Noise Variance Request form																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: Approve a request for a noise variance from Don and Margaret Davis for a birthday party at 800 Pleasantview to be held on June 17, 2017 from 10:00 a.m. – 11:00 p.m and authorize the Mayor to execute any necessary documentation																
APPROVALS: Terry K. Roberts																

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: DON & MARGARETT DAVIS
2. Name and address of individual making application on behalf of sponsoring organization: Don
MARGARETT DAVIS 200 Fairview & 800 Pleasantview
House # 19 B BLD 701
3. Purpose of the Event: Margaret Davis Birthday Party 800 Pleasantview
4. Location of Event: 700 Fairview & 800 Pleasantview (on corner of those two streets)
5. Date of the event: 6-17-2017
6. Time of Event: 10 AM - 11 PM
7. Event Set-up: From: 10 AM To: 9 PM
- Event Clean-up: From: 11 PM - 6-17-2017 To: 12 PM - 6-17-2017
8. You are required to describe the following:

a) Types of Activities Planned and any additional information specific to this event: Music
Games

b) Bands/Musical Instruments: Kevin Moore DJ's

c) Sound amplification equipment: Kevin Moore DJ's

d) Cleanup provisions: Don & Margaret Davis & Family

DON MARGARETT
Don & Margaret DAVIS
Name of Applicant (Printed or Typed)

Date: 6-8-2017

Don & Margaret Davis
Applicant or Authorized Person's Signature

Phone: 525-1325 MARGARETT
525-1527 Don

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

Paid 06/08/17
Cash \$10.00
KW



AGENDA ITEM 11

DATE OF MEETING: 6-15-17	DATE SUBMITTED: 6-9-17															
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Kim Hodde															
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AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Ground Space Lease Agreement with Mark R. Pollard for Hangar Space at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY STATEMENT: William Hazard sold his hangar (3175 Aviation Way – B-1) to Mark R. Pollard; therefore, a new lease agreement needs to be executed with Mr. Pollard. Execution of this lease agreement with Mr. Pollard will cancel the previous agreement with Mr. Hazard. This lease agreement is our standard ground space lease for .08 cents per square foot.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Ground Space Lease Agreement and (2) Bill of Sale from William Hazard to Mark R. Pollard																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: Approve a Ground Space Lease Agreement with Mark R. Pollard for hangar space at the Brenham Municipal Airport and Authorize the Mayor to execute any necessary documentation																
APPROVALS: Terry K. Roberts																

**LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH MARK R. POLLARD
(3175 AVIATION WAY – B-1)**

THE STATE OF TEXAS
COUNTY OF WASHINGTON

This Lease Agreement made and entered into by and between the CITY OF BRENHAM, a Texas Municipal Corporation, hereinafter called "Lessor" and MARK POLLARD, hereinafter called "Lessee.

WITNESSETH:

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

ARTICLE I – PREMISES AND PRIVILEGES

A. DESCRIPTION OF PREMISES.

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

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

B. TERM.

The term of said lease is for a period of thirty (30) years commencing June 1, 2017, and terminating June 1, 2047. The rent for the first five years shall be eight (\$.08) cents per square foot per year for 1,051 square feet, payable annually on the anniversary hereof. Any rental fee not paid by the tenth of the month is subject to a late fee of five (\$5) dollars. On the fifth anniversary and each fifth anniversary thereafter, the rent shall adjust to the prevailing rate at that time, not to exceed an increase of two (\$.02) cents per square foot.

C. ACCESS.

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

D. OBJECTS AND PURPOSES OF LEASE.

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

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

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

E. CITY'S RESERVED RIGHTS.

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

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

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

F. PROHIBITED USES.

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

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

G. EXPIRATION.

Upon the expiration of this Lease,

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

H. DEFAULT.

Any of the following events constitutes default:

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

I. LESSOR'S RIGHTS UPON DEFAULT.

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

J. MORTGAGE OF LEASEHOLD INTEREST.

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

ARTICLE II – OBLIGATIONS OF LESSEE

A. NET LEASE: MAINTENANCE AND OPERATION.

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

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

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

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

B. ALTERATIONS TO AND CONDITIONS OF PREMISES.

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

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

C. TRASH, GARBAGE, LANDSCAPING.

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

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

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

D. SIGNS.

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

E. UTILITIES.

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

F. FIELD USE CHARGES.

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

G. PAYMENTS DUE.

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

H. COMPLIANCE WITH RULES.

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

I. NONDISCRIMINATION/FEDERALLY REQUIRED ASSURANCES.

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

J. FAA AND OTHER APPROVAL OF USE.

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

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

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

L. LESSEE AUTHORITY.

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

ARTICLE III – OTHER CONDITIONS

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

APPROVED this the ____ day of _____, 2017.

LESSOR

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

ATTEST:

Jeana Bellinger, City Secretary

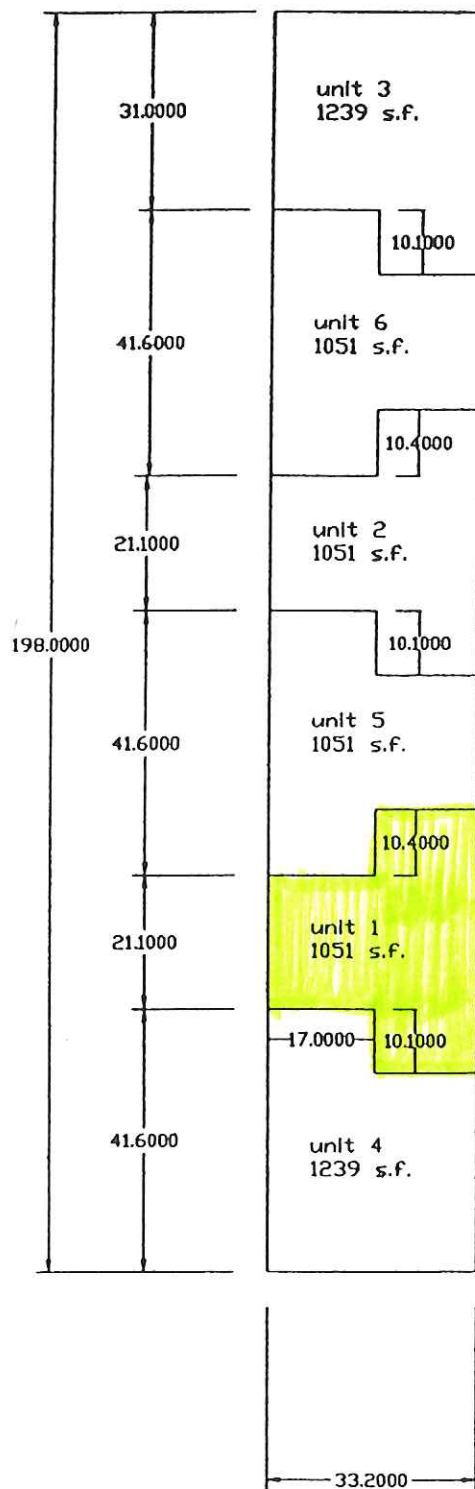
LESSEE



Mark R. Pollard
999 Salem Road
Brenham, Texas 77833
(979) 421-3065 - cell

Date signed by Lessee: 6-1-17

3175 Aviation Way
B-1



← Z

EXHIBIT "A"

BILL OF SALE

On May 9, 2017, I, William M. Hazard sold my airplane hangar to Mark Pollard. Airplane Hanger is B-1, Location is 3175 Aviation Way, Brenham, Texas, 77833.

Seller: William M. Hazard
William M. Hazard

Buyer: Mark Pollard
Mark Pollard