



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, JUNE 2, 2016 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 Ebel**
- 3. Citizens Comments**

CONSENT AGENDA

4. Statutory Consent Agenda

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

- 4-a. Ordinance No. O-16-014 on Its Second Reading Amending Section 21-3, Definitions and Section 21-7, Variances, of the Code of Ordinances of the City of Brenham** **Pages 1-2**

WORK SESSION

- 5. Discussion and Presentation Related to the 2014 Annexation of 0.5 Acres of Land Along State Highway 36 into the City of Brenham** **Pages 3-8**

PUBLIC HEARING

6. **Public Hearing Considering an Amendment of Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Grady Hardeman, Jr. to Allow for a Church and Related Auxiliary Uses on Property Located at 515 Martin Luther King Jr. Parkway in an R-2, Mixed Residential Zoning District, and Being Described as Part of Lot 89 of the James A. Wilkins Addition, West Block in Brenham, Washington County, Texas** **Pages 9-16**

REGULAR SESSION

7. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Granting a Specific Use Permit to Grady Hardeman, Jr. to Allow for a Church and Related Auxiliary Uses on Property Located at 515 Martin Luther King, Jr. Parkway in an R-2, Mixed Residential Zoning District, and Being Described as Part of Lot 89 of the James A. Wilkins Addition, West Block in Brenham, Washington County, Texas** **Pages 17-20**
8. **Discuss and Possibly Act Upon the Acceptance of a Donation in the Amount of \$50,000.00 to the Brenham Police Department and Authorize the Mayor to Execute Any Necessary Documentation** **Page 21**
9. **Discuss and Possibly Act Upon a One Year Contract Extension, in Accordance with Bid No. 15-007, for Bulk Water Treatment Chemicals and Authorize the Mayor to Execute Any Necessary Documentation** **Page 22**
10. **Discuss and Possibly Act Upon a Ground Space Lease Agreement with Patrick and Deanna Murray for Hangar Space at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 23-33**
11. **Discuss and Possibly Act Upon the Purchase of Replacement Light Poles and Fixtures for the Blue Bell Aquatic Center and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 34-35**
12. **Discuss and Possibly Act Upon a Request for a Noise Variance in Connection with the 2016 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be Held from 3:00 p.m. to 11:00 p.m. on July 9, 16, 23 and 30, 2016 and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 36-37**
13. **Discuss and Possibly Act Upon Resolution No. R-16-017 Authorizing Execution of an Agreement with TxDOT for the Temporary Closure of State Right-of-Way in Connection with the 2016 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be Held on July 9, 16, 23 and 30, 2016** **Pages 38-50**

14. 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.

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 2, 2016 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 May 27, 2016 at 12:55 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.

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 _____, 2016 at _____ AM PM.

Signature

Title

ORDINANCE NO. O-16-014

AN ORDINANCE AMENDING CHAPTER 21 – “SIGNS” OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS DEFINING PROHIBITED SIGNAGE AND CLARIFYING THE AUTHORITY OF THE BOARD OF ADJUSTMENT TO GRANT VARIANCES TO THE CITY’S SIGN REGULATIONS.

WHEREAS, the City of Brenham, Texas (“City”) is a home rule municipality; and

WHEREAS, Texas Local Government Code, Chapter 216, provides that a municipality may regulate signs within the city’s limits and the extraterritorial jurisdiction of the City; and

WHEREAS, it is in the interest of the health, safety, welfare, convenience and enjoyment of the general public to regulate signs in the City of Brenham and in the City’s extraterritorial jurisdiction; and

WHEREAS, the City has previously adopted sign regulations as codified in Chapter 21, Code of Ordinances, City of Brenham, Texas, and the City Council desires to hereby amend the sign regulations provided for therein; and

NOW THEREFORE, be it ordained by the City Council of the City of Brenham, Texas:

I.

That Section 21-3, Chapter 21, Code of Ordinances, City of Brenham, Texas is amended to read as follows:

Section 21-3. – Definitions.

For the purpose of the chapter the following definitions shall apply:

Prohibited sign: Any sign prohibited by this chapter from being erected, installed, constructed, located, placed or maintained within the City’s corporate limits (or portion thereof) or extraterritorial jurisdiction (or portion thereof).

II.

That Section 21-7, Chapter 21, Code of Ordinances, City of Brenham, Texas is amended to read as follows:

Section 21-7. – Variances.

The board of adjustments and appeals has the power to grant variances to sign or setback regulations where all four (4) of the following criteria are proved by the applicant:

- (1) Unique and special circumstances exist on the land in question and are not found on other lands in the district;
- (2) Hardship would result from the action of the city. Hardship in general means that all lawful economic use of the land would be lost if the regulation were applied, and cannot be self-created by the present or prior owners. It does not include loss of anticipated revenue which might be or is being realized by violation of this chapter, or the comparative cost of compliance versus noncompliance;
- (3) The public interest will not be adversely affected by the variance sought; and
- (4) The type of sign for which a variance is being sought is not prohibited by this chapter in the proposed location of the sign. This subsection 21-7(4) does not apply to variances sought for signs to be located in the B-3 Historical Central Business District.

PASSED and APPROVED on its first reading this the 19th day of May, 2016.

PASSED and APPROVED on its second reading this the 2nd day of June, 2016.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 5

DATE OF MEETING: June 2, 2016	DATE SUBMITTED: May 25, 2016	
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Erik Smith	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input checked="" type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discussion and Presentation Related to the 2014 Annexation of 0.5 Acres of Land Along State Highway 36 into the City of Brenham		
<p>SUMMARY STATEMENT: Mr. Delbert Ladewig of 3750 Highway 36 South approached city staff a month or so ago asking about disannexation from the city limits. Mr. Ladewig’s property was legally annexed into the City of Brenham city limits after all of the appropriate notifications on June 19th, 2014. Mr. Ladewig has been paying city taxes and has been receiving city services that he is entitled to as a resident of the City of Brenham. Mr. Ladewig has chosen not to use water and sewer services, as is his right, at this time.</p> <p>The purpose of our initial meeting with Mr. Ladewig was regarding two things. (1) That he was unhappy about being annexed and would like to be disannexed; (2) Mr. Ladewig’s well is currently not working properly and needs to be replaced. Mr. Ladewig did not want to pay a permit fee for a well he needs to drill on his property. The fee for an \$8,000 well is \$63.00 to give an idea of the cost. We cannot give an exact cost to Mr. Ladewig until we receive his permit applicant. Mr. Ladewig’s well contractor will not provide him service until he is issued a permit.</p> <p>Staff has met with Mr. Ladewig on numerous occasions and explained to him that staff has no right to waive or reduce any fees to the fee schedule that has been adopted by City Council. Mr. Ladewig’s response to us is that he feels we are taking away his rights by being annexed into the City of Brenham city limits and that he would like to be disannexed which would alleviate him from the permit fee.</p> <p>Disannexing this tract of land would create a “donut hole” in the city limits along a major commercial highway. Mr. Ladewig’s neighbor to the north is not currently a part of the city limits, but that is only due to a development agreement that lasts five years from the date of surrounding annexation proceedings that took place that included Mr. Ladewig. His neighbor will become part of the city in 2019.</p>		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Letter from Delbert Ladewig; (2) Response to Delbert Ladewig; and (3) Map of State Highway 36 S

FUNDING SOURCE (Where Applicable): N/A

RECOMMENDED ACTION: No action required - discussion only

APPROVALS: Terry K. Roberts

Date: Monday, April 25, 2016

To: Eric and others

From: Delbert Ladewig 979/830-3587
3750 Highway 36 South
Brenham, Tx 77833

Some months ago I heard that my property was getting annexed into the city of Brenham. I went to the building where Eric's office is at, went upstairs and talked to a secretary about being annexed. She told me the gentleman was not there that I needed to talk to. I ask her to tell him that I did not want to be annexed into the city of Brenham. I also ask her if there was a problem to please have him call me and I gave her my name and phone number. She said she would. I never received a call from anyone about this so I assumed that I was not taken into the city limits of Brenham.

A couple of weeks ago, I called a well digger man and told him I was having trouble with my well. He came to my property and looked and told me I needed a new well but I needed to talk with the City of Brenham to see if I was in the City Limits or not. After a meeting and phone calls, they told me I was in the City Limits.

What happened to a person's rights? I do not want my rights of ownership to be taken away by the City of Brenham. I do not want to be annexed into the city of Brenham. I do not want to ask someone to do something to my own property. For me to drill a well or do any kind of construction to my property, yall want me to come to yall and get a permit which will cost me money. It is my own property that I am putting the well on and I do not feel like I have to ask for permission. My well man is licensed, bonded, and knows the rules and regulations on drilling wells.

Another reason I do not want to get annexed in is - that with my own well - I will have good water. Just last week, I was informed that something was wrong with the water in the City.

To finalized this I ask that you please remove me from the City of Brenham and handle as soon as possible because we need water & it is dangerous for us to flip the breakers on & off.
Thanks.

Delbert Ladewig

Delbert Ladewig



Mayor
Milton Y. Tate, Jr.

Council Members
Gloria Nix, Mayor Pro Tem
Mary E. Barnes-Tilley
Andrew Ebel
Danny Goss
Keith Herring
Weldon C. Williams, Jr.

May 10, 2016

Delbert Ladewig
3750 Highway 36 South
Brenham, Texas 77833

Dear Mr. Ladewig:

This letter is in regards to your concern about the annexation of your property. The process for annexation of land into the Brenham city limits includes two public hearings held by the City Council at meetings open to the public, and at which all person attending are given the opportunity to express their views about the proposed annexation. Notification of the public hearings was mailed to all property owners in the area to be annexed 30 days prior to each Public Hearing. The public hearings took place on May 1st, 2014, May 15th, 2014. Additionally, the City Council considered the annexation ordinance at two public meetings open to the public and held on June 5th, 2014 and June 19th, 2014. After the second reading of the ordinance on June 19th, 2014 the annexation ordinance adoption became final. The process of having two public hearings and two ordinance readings is established for individuals and property owners with concerns or comments to have the opportunity to address the City Council in a public hearing setting. Once this process is completed, you property is annexed into the City. The property owners are then considered city residents. As a resident you are afforded city services including water, sewer, fire, police and all other general government services which are offered by the City.

After reading your letter, I understand that you have two concerns. Your first concern is your belief that you are losing your right to do what you would like on your land. This is in regards to drilling a new well on your property. The City of Brenham is in no way prohibiting you from doing so. We do require that a permit be issued for the work being done. An example of cost for an \$8,000 well would be approximately \$63.00 for a permit. This is for the protection of residents that may not know what exactly to look for when work is being performed. We have adopted the 2012 International Building Code "IBC" which requires us to do inspections to make sure contractors are completing projects inside the city limits to reach a certain standard. Our city staff includes a very qualified building inspector who will do this inspection for the resident. Please understand City staff does not have the authority to make discretionary decisions on when to and when not to issue permits. All work performed by licensed contractors requires a permit. The well digger you are referring to in your correspondence knows that he could be held accountable for knowingly performing work inside the city limits without a permit which could result in a fine.

Your second concern is the fact you have been annexed into the City of Brenham city limits. As noted in the dates above, you were annexed into the City of Brenham city limits following the second reading of the ordinance on June 19th, 2014. State law provides that cities with a population of 5,000 to 24,999, such as the City of Brenham, have Extra Territorial Jurisdictions (“ETJ”) of one mile outside their actual city limit line. Cities are allowed to annex lands that fall within this ETJ area. The following is what the Texas Local Government Code states regarding the annexation process for home rule cities:

Sec. 43.021. AUTHORITY OF HOME-RULE MUNICIPALITY TO ANNEX AREA AND TAKE OTHER ACTIONS REGARDING BOUNDARIES. A home-rule municipality may take the following actions according to rules as may be provided by the charter of the municipality and not inconsistent with the procedural rules prescribed by this chapter:

- (1) fix the boundaries of the municipality;
- (2) extend the boundaries of the municipality and annex area adjacent to the municipality; and
- (3) exchange area with other municipalities.

Article I, section 3 of the City Charter for the City of Brenham provided, in pertinent part, at the time of the annexation:

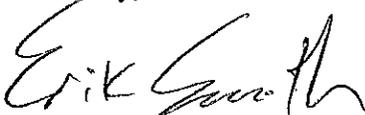
Sec. 3. Extension of boundaries.

The City Council shall have the power by ordinance to fix the boundary limits of the City of Brenham; and to provide for the alterations and extension of said boundary limits, the annexation of additional territory adjacent to the City, and the detachment of disannexation of territory, with or without the consent of the owners and inhabitants of the territory annexed, detached or disannexed...and upon the final passage of any such ordinance, the boundary limits of the City shall thereafter be fixed in such ordinance; and when any additional territory has been so annexed, the same shall be part of the City of Brenham, and the property situated therein shall bear a pro rata part of the taxes levied by the City, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens, and shall be bound by the acts, ordinances, resolutions and regulations of the City...

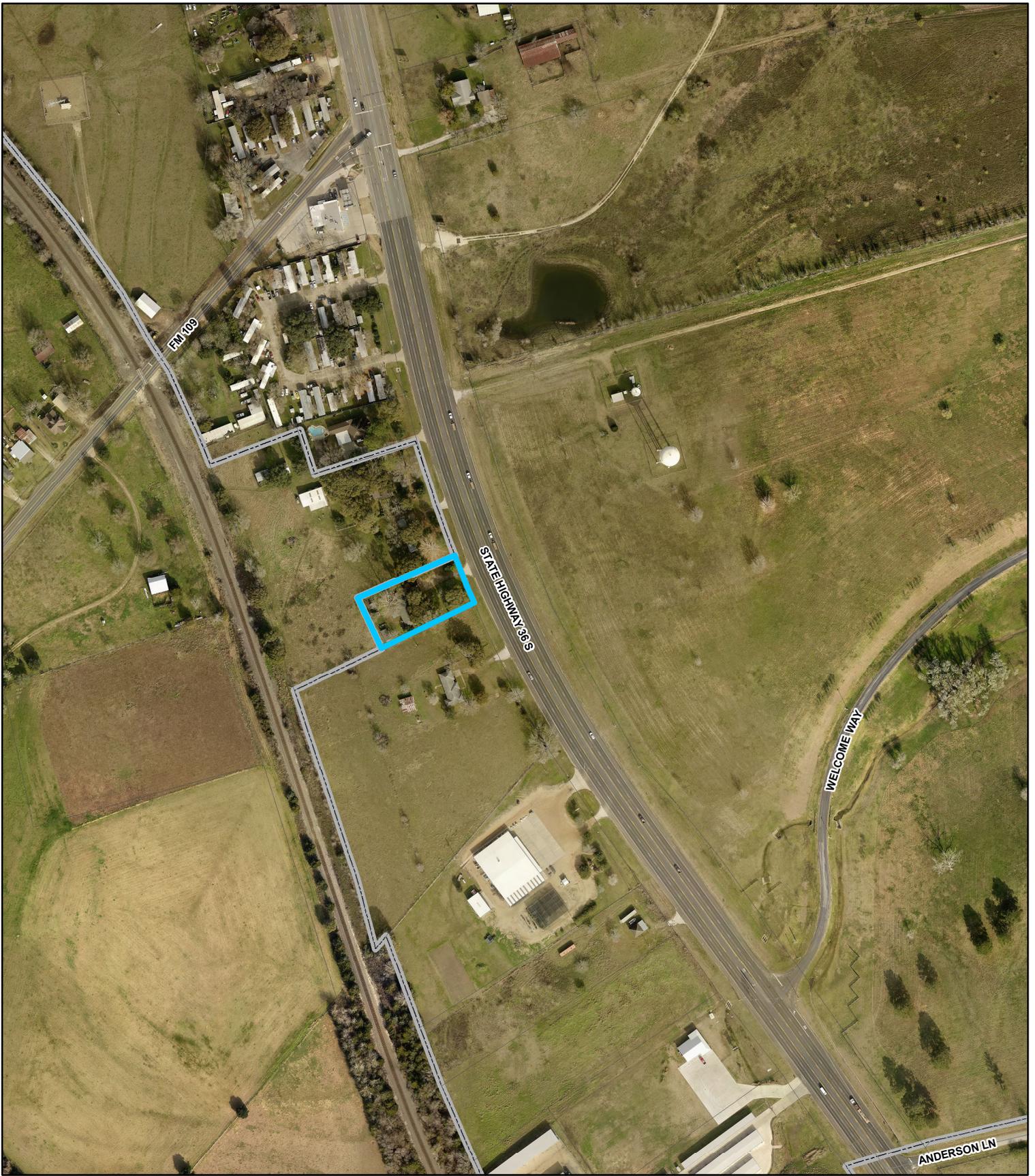
After the two public hearings, the Brenham City Council chose to proceed with the annexation by adopting the annexation ordinance on two separate readings.

At this point the City of Brenham considers your property to be legally annexed into the city limits.

Sincerely,



Erik Smith
Development Services Manager



1 inch = 300 feet





AGENDA ITEM 6

DATE OF MEETING: June 2, 2016	DATE SUBMITTED: May 25, 2016	
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Erik Smith	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input checked="" type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Public Hearing Considering an Amendment of Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Grady Hardeman, Jr. to Allow for a Church and Related Auxiliary Uses on Property Located at 515 Martin Luther King Jr. Parkway in an R-2, Mixed Residential Zoning District, and Being Described as Part of Lot 89 of the James A. Wilkins Addition, West Block in Brenham, Washington County, Texas		
SUMMARY STATEMENT: Grady Hardeman has requested a special use permit (SUP) for Wilkins, J-West Blk, Lot 89 which is addressed as 515 Martin Luther King Jr. Parkway to allow him to have a church and auxiliary use including philanthropic and educational facility. The building is currently vacant. Site plans and updates to the building will be submitted to staff after the applicant knows if the use will be permitted or not.		
<u>Comprehensive Plan Compliance</u> The City of Brenham Envision 20/20 Comprehensive Plan lists this property as being a single family residential district. The zoning ordinance lists this as R-2 Mixed Residential. Churches and auxiliary uses are within the allowed requests for special use permits in the R-2 Mixed Residential District and R-1 Single Family Residential Districts.		
<u>Thoroughfare Plan Compliance</u> The proposed use could have access from Martin Luther King Jr. Parkway. Martin Luther King Jr. Parkway is listed as a Major Collector. This type of road should by design be able to handle the additional traffic.		
<u>Public Concerns</u> There were two residents who voiced concern about this request at the Planning and Zoning Commission public hearing.		
<u>Planning and Zoning Commission Recommendation</u> The Planning and Zoning Commission recommended unanimous approval of this request.		

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS: Allow for orderly development. Occupy a vacant and deteriorating building.

B. CONS: Potential for increased traffic.

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Cover Letter from Grady Hardeman Jr.; (2) General Application; (3) Plat; (4) Land Use Map Exhibit; and (5) Envision 20/20 Comprehensive Plan Exhibit

FUNDING SOURCE (Where Applicable): N/A

RECOMMENDED ACTION: None – Public Hearing Only

APPROVALS: Terry K. Roberts

TO WHOM IT MAY CONCERN
MY PROPOSAL FOR 515 MLK BUILDING TO FUNCTION AS a NON DENOMINATIONAL Church.
I'M GRADY HARDEMAN JR. I OWN THE BUILDING AT 515 MLK IN BRENHAM, BEING
THAT IT IS A COMECCIAL BUILDING AND NOT A RESIDENCE. MY INTENTION ON THE
PURCHASE WAS TO HELP CONTROL THE YOUTH WITH BUILDING A CHURCH. I
FIXED THE ELECTKICITY AND STATED TO MOVE ON MY PLAN, NOW I NEED THE
APPROVAL TO BUILD MY CONGREGATION. Please consider my proposal being that
I can only believe Jesus has a plan for the youth in Brenham.

Thank you
Grady



For office use only

APPLICATION NO. _____

MEETING DATE: _____

DATE SUBMITTED: 2-26-16 *

* \$100.00 planning fee not paid

CITY OF BRENHAM
GENERAL APPLICATION

Type of Application

- | | |
|---|--|
| <input type="checkbox"/> Variance from Appendix A: Zoning | <input type="checkbox"/> Zone Change |
| <input checked="" type="checkbox"/> Specific Use Permit | <input type="checkbox"/> Plan Review |
| <input type="checkbox"/> Preliminary Plat | <input type="checkbox"/> Final Plat/Replat/Amending Plat |
| <input type="checkbox"/> Variance from Chapter 21: Signs | <input type="checkbox"/> Other: _____ |

Property Owners Information

Name GRADY HARDEMAN JR

Principal Officers (If Corporation) President NA

Secretary NA

Address PO Box 2222 Brenham TX 77833

Telephone Number 979-436-7222 E-mail Address gradyjr@live.com

Applicant Information

Name GRADY HARDEMAN JR.

Address PO. Box 2222 Brenham Tx 77833

Telephone Number 979-436-7222 E-mail Address gradyjr@live.com

Agent or Engineer Information

Name GRADY HARDEMAN JR.

Address PO Box 2222 Brenham Tx 77833

Telephone Number 979-436-7222 E-mail Address gradyjr@live.com

Location of Property

Street Address: 515 MLK Brenham Tx 77833

Legal Description (attach metes and bounds description if not subdivided):

Subdivision: Wilkins, J-west BLK Block(s): _____ Lot(s): 89

Zoning Information

Existing Zoning : R2

Proposed Zoning: _____

Reasons for requesting zone change:* _____

Variance Information

Section of Code from which variance is described:* _____

Describe variance requested:* _____

Reasons for requesting variance:* _____

Proposed Property Use

Describe in detail the proposed operation at this location:*

CHURCH Specific use Permit to allow a church
in a R2 zone.

Construction Value \$ 100,000

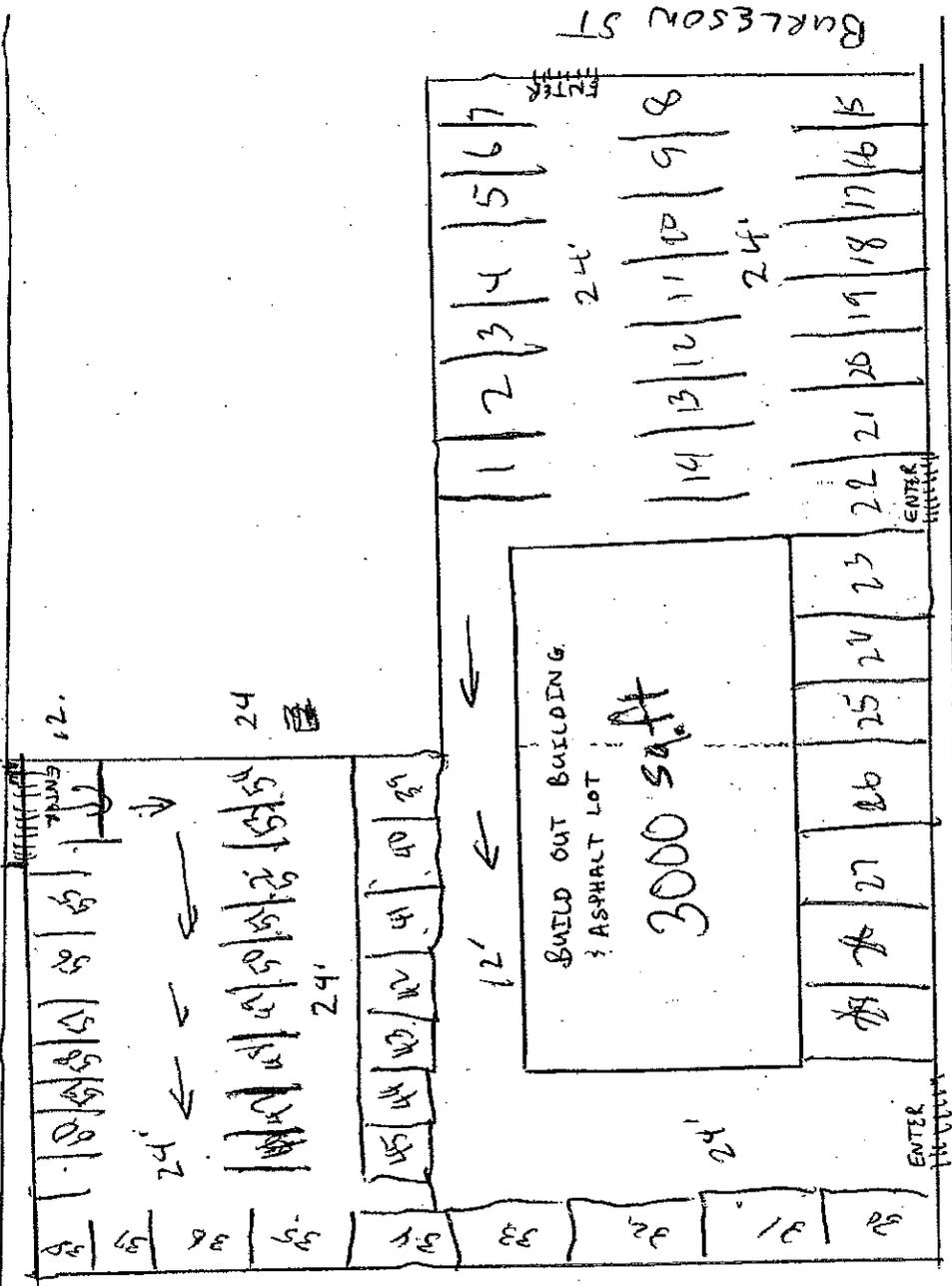
Site plans are required for variance, special use, and plan review requests; please see Ordinance No. 0-05-007 for minimum site plan requirements.

I, GRADY HARDEMAN JR., being the owner (or authorized agent) of the above described property, do hereby certify the information set forth above is true and correct. I further request that the Planning & Zoning Commission/Board of Adjustments/Plan Review Committee review this matter and take appropriate action.

Grady Hardeman Jr.
Owner
Grady Hardeman Jr.
Agent

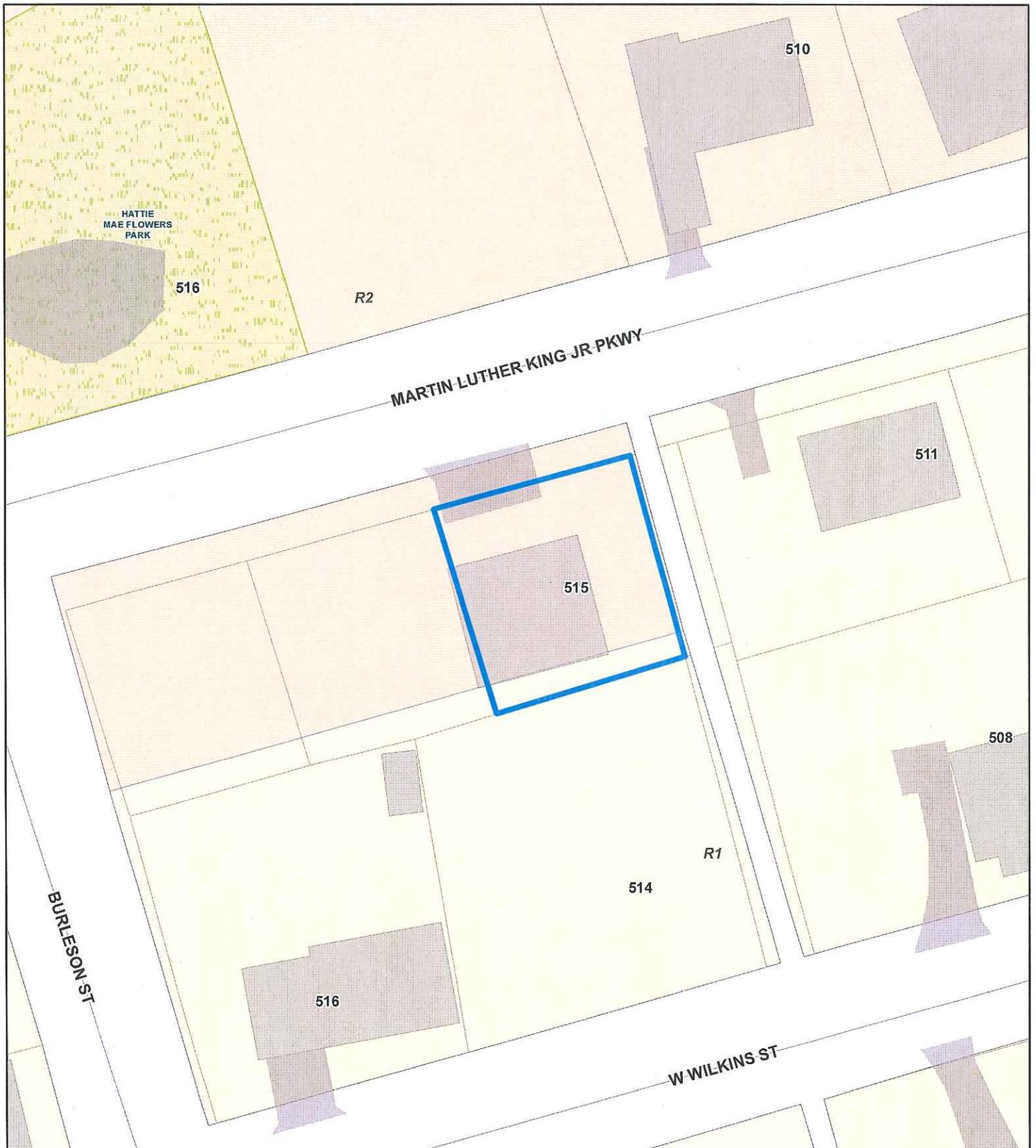
NON-DENOMINATIONAL CHURCH "CHRISTIAN CHURCH"

W. WILKINS



515 MLK

5% Vegetation for total site (1 space every 40) 10 ft by 20 ft. space for parking 100 TYPICAL



515 Martin Luther King Jr Pkwy

1 inch = 40 feet



- | | |
|---|--|
|  B1 Local Business Mixed |  P1 Planned Development |
|  B2 Commercial Research and Technology |  R1 Residential Single Family |
|  B3 Historical and Central Business |  R2 Mixed Residential |
|  I Industrial |  R3 Manufactured Home Residential |

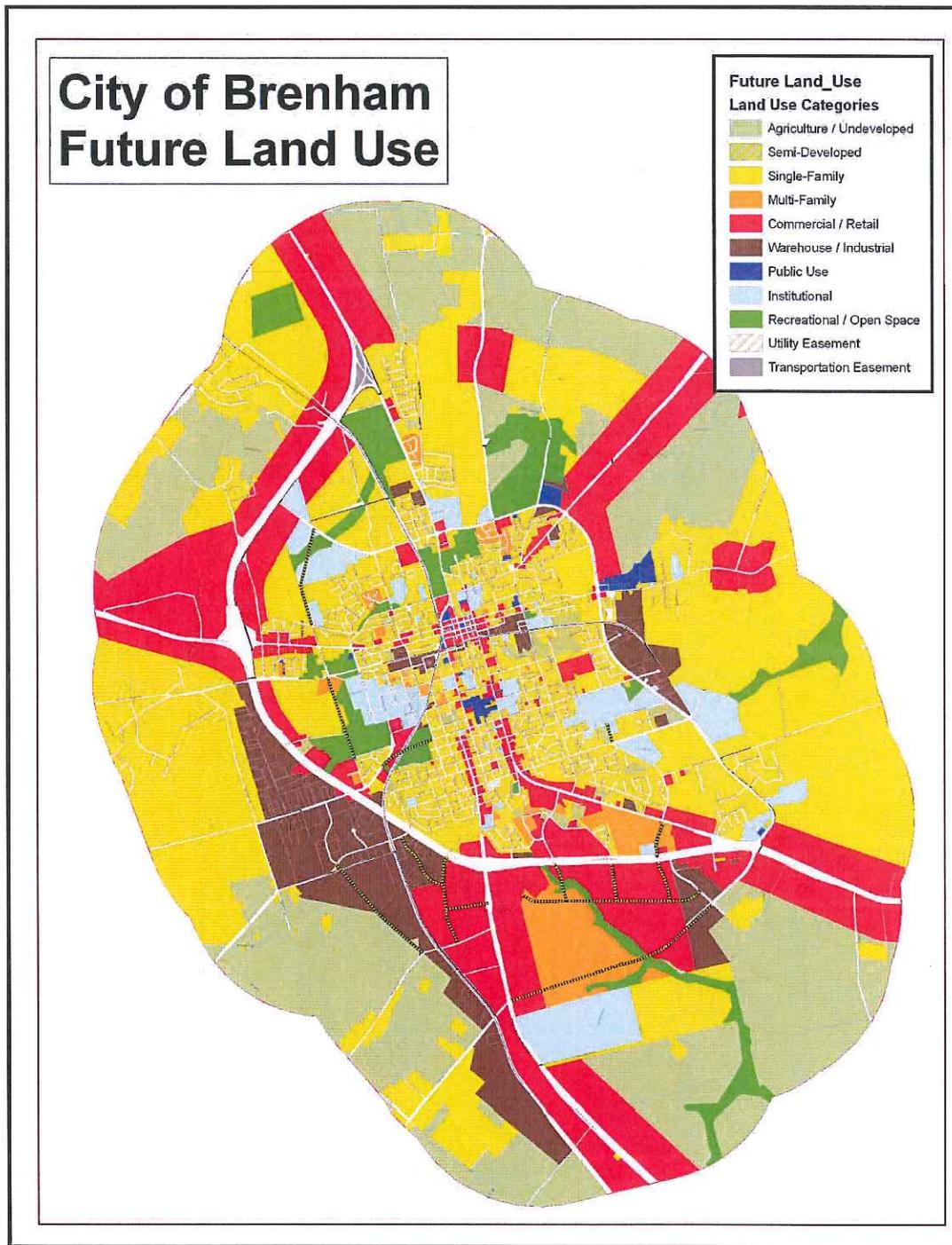


Illustration 6-5: The Future Land Use map for the City of Brenham illustrates desired growth patterns over the next 15 to twenty years.



AGENDA ITEM 7

DATE OF MEETING: June 2, 2016	DATE SUBMITTED: May 25, 2016	
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Erik Smith	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input checked="" type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Granting a Specific Use Permit to Grady Hardeman, Jr. to Allow for a Church and Related Auxiliary Uses on Property Located at 515 Martin Luther King, Jr. Parkway in an R-2, Mixed Residential Zoning District, and Being Described as Part of Lot 89 of the James A. Wilkins Addition, West Block in Brenham, Washington County, Texas		
SUMMARY STATEMENT: Grady Hardeman has requested a special use permit (SUP) for Wilkins, J-West Blk, Lot 89 which is addressed as 515 Martin Luther King Jr. Parkway to allow him to have a church and auxiliary use including philanthropic and educational facility. The building is currently vacant. Site plans and updates to the building will be submitted to staff after the applicant knows if the use will be permitted or not.		
<u>Comprehensive Plan Compliance</u> The City of Brenham Envision 20/20 Comprehensive Plan lists this property as being a single family residential district. The zoning ordinance lists this as R-2 Mixed Residential. Churches and auxiliary uses are within the allowed requests for special use permits in the R-2 Mixed Residential District and R-1 Single Family Residential Districts.		
<u>Thoroughfare Plan Compliance</u> The proposed use could have access from Martin Luther King Jr. Parkway. Martin Luther King Jr. Parkway is listed as a Major Collector. This type of road should by design be able to handle the additional traffic.		
<u>Public Concerns</u> There were two residents who voiced concern about this request at the Planning and Zoning Commission public hearing.		
<u>Planning and Zoning Commission Recommendation</u> The Planning and Zoning Commission recommended unanimous approval of this request.		

<p>STAFF ANALYSIS (For Ordinances or Regular Agenda Items):</p> <p>A. PROS: Allow for orderly development. Occupy a vacant and deteriorating building.</p> <p>B. CONS: Potential for increased traffic.</p>
<p>ALTERNATIVES (In Suggested Order of Staff Preference):</p>
<p>ATTACHMENTS: (1) Ordinance</p>
<p>FUNDING SOURCE (Where Applicable): N/A</p>
<p>RECOMMENDED ACTION: Approve an Ordinance on its first reading granting a specific use permit to Grady Hardeman, Jr. to allow for a church and related auxiliary uses on property located at 515 Martin Luther King, Jr. Parkway in an R-2, Mixed Residential Zoning District, and being described as part of lot 89 of the James A. Wilkins Addition, West Block in Brenham, Washington County, Texas</p>
<p>APPROVALS: Terry K. Roberts</p>

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AMENDING THE OFFICIAL ZONING MAP TO GRANT A SPECIFIC USE PERMIT TO GRADY HARDEMAN FOR A CHURCH AND RELATED AUXILIARY USES, INCLUDING EDUCATIONAL AND PHILANTHROPIC USES IN AN R-2 (MIXED RESIDENTIAL) ZONING DISTRICT AND BEING DESCRIBED AS JAMES A. WILKINS ADDITION, WEST BLOCK, PART OF LOT 89 IN THE CITY OF 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;

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 23, 2016;

NOW, THEREFORE, BE IT ORDAINED BY 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 to Grady Hardeman, his successors and assigns for a church and related auxiliary uses, including educational and philanthropic uses in an R-2 (Mixed Residential) zoning district and being located on James A. Wilkins Addition, West Block, Part of Lot 89 in the City of Brenham, Washington County, Texas.

SECTION 2. This Ordinance shall take effect immediately upon the occurrence of compliance with the requirements of the Charter of the City of Brenham, Texas.

SECTION 3. 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 building, 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. There is a violation of any provision of the terms and conditions of the Specific Use Permit granted by this Ordinance; or
- d. As otherwise permitted by law and/or Brenham's Zoning Ordinance, as it exists or may be amended.

PASSED and APPROVED on its first reading this the 2nd day of June, 2016.

PASSED and APPROVED on its second reading this the 16th day of June, 2016.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 8

DATE OF MEETING: June 2, 2016	DATE SUBMITTED: May 24, 2016	
DEPT. OF ORIGIN: Police Department	SUBMITTED BY: Craig U. Goodman	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Acceptance of a Donation in the Amount of \$50,000.00 to the Brenham Police Department and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: Robbie Gail Charette has offered a donation to the Brenham Police Department for \$50,000 to assist in needed training, equipment, and canine costs. The funds will be placed in the donation account for these specific purposes.		
STAFF ANALYSIS: A. PROS: These funds will allow the department to obtain specialty equipment without using tax dollars, including the purchase of an additional canine. B. CONS: None identified		
ALTERNATIVES (In Suggested Order of Staff Preference): None		
ATTACHMENTS: None		
FUNDING SOURCE (Where Applicable): Donation		
RECOMMENDED ACTION: Accept a donation in the amount of \$50,000.00 to the Brenham Police Department and authorize the Mayor to execute any necessary documentation		
APPROVALS: Terry K. Roberts		



AGENDA ITEM 9

DATE OF MEETING: June 2, 2016		DATE SUBMITTED: May 24, 2016	
DEPT. OF ORIGIN: Public Utilities		SUBMITTED BY: Lowell Ogle	
MEETING TYPE:		CLASSIFICATION:	
<input checked="" type="checkbox"/> REGULAR		<input type="checkbox"/> PUBLIC HEARING	
<input type="checkbox"/> SPECIAL		<input type="checkbox"/> CONSENT	
<input type="checkbox"/> EXECUTIVE SESSION		<input checked="" type="checkbox"/> REGULAR	
		<input type="checkbox"/> WORK SESSION	
ORDINANCE:			
<input type="checkbox"/> 1 ST READING			
<input type="checkbox"/> 2 ND READING			
<input type="checkbox"/> RESOLUTION			
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a One Year Contract Extension, in Accordance with Bid No. 15-007, for Bulk Water Treatment Chemicals and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY STATEMENT: In 2015 the City of Brenham solicited bids for a one (1) year supply of Caustic Soda to be delivered to the Brenham Water Treatment Plant. The contract was awarded to Univar USA, Inc. The original contract allowed for two (2) one-year renewals. At the time, Univar was a new vendor to the city but the company offered a good product at a low cost to the city and since the onset of the contract has provided excellent customer support. Univar has agreed to honor the same pricing of \$190.00 per liquid ton. Operations staff and purchasing agree that the extension of this contact would be a good value for the City of Brenham and recommend approval of the first one-year extension. Estimated total amount of Caustic Soda is 300 tons per year.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS: No price increase from previous year.			
B. CONS: None			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: None			
FUNDING SOURCE (Where Applicable): 104-5-163-201.00			
RECOMMENDED ACTION: Approve the first one year extension of the contract, in accordance with Bid No. 15-007, for Caustic Soda to Univar USA, Inc. in the amount of \$190.00 per liquid ton and authorize the Mayor to execute any necessary documentation			
APPROVALS: Terry K. Roberts			



AGENDA ITEM 10

DATE OF MEETING: June 2, 2016	DATE SUBMITTED: May 24, 2016	
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Kim Hodde	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
<input type="checkbox"/> WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Ground Space Lease Agreement with Patrick and Deanna Murray for Hangar Space at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: Randall Reed sold his hangar (3311 Aviation Way) to Patrick and Deanna Murray on April 7, 2016; therefore a new lease agreement needs to be executed with Mr. and Mrs. Murray. Execution of this lease agreement with the Murrays will cancel the previous agreement with Randall Reed. 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 with Exhibit "A"; and (2) Bill of Sale		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve a ground space lease agreement with Patrick and Deanna Murray 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 PATRICK AND DEANNA MURRAY (3311 AVIATION WAY)

THE STATE OF TEXAS
COUNTY OF WASHINGTON

This Lease Agreement made and entered into by and between CITY OF BRENHAM, a Texas Municipal Corporation, hereinafter called "Lessor" and PATRICK AND DEANNA MURRAY, hereinafter called "Lessee.

WITNESSETH:

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

ARTICLE I – PREMISES AND PRIVILEGES

A. DESCRIPTION OF PREMISES.

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

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

B. TERM.

The term of said lease is for a period of thirty (30) years commencing April 21, 2016, and terminating April 21, 2046. The rent for the first five years shall be eight (\$.08) cents per square foot per year for 8,800 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 April, 2016.

LESSOR

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

April 21, 2016

ATTEST:

Jeana Bellinger, City Secretary

LESSEE

Patrick Murray
P.O. Box 683
Brenham, Texas 77834-0683
(661) 319-7380

Deanna Murray
P.O. Box 683
Brenham, Texas 77834-0683

Date signed by Lessee: _____

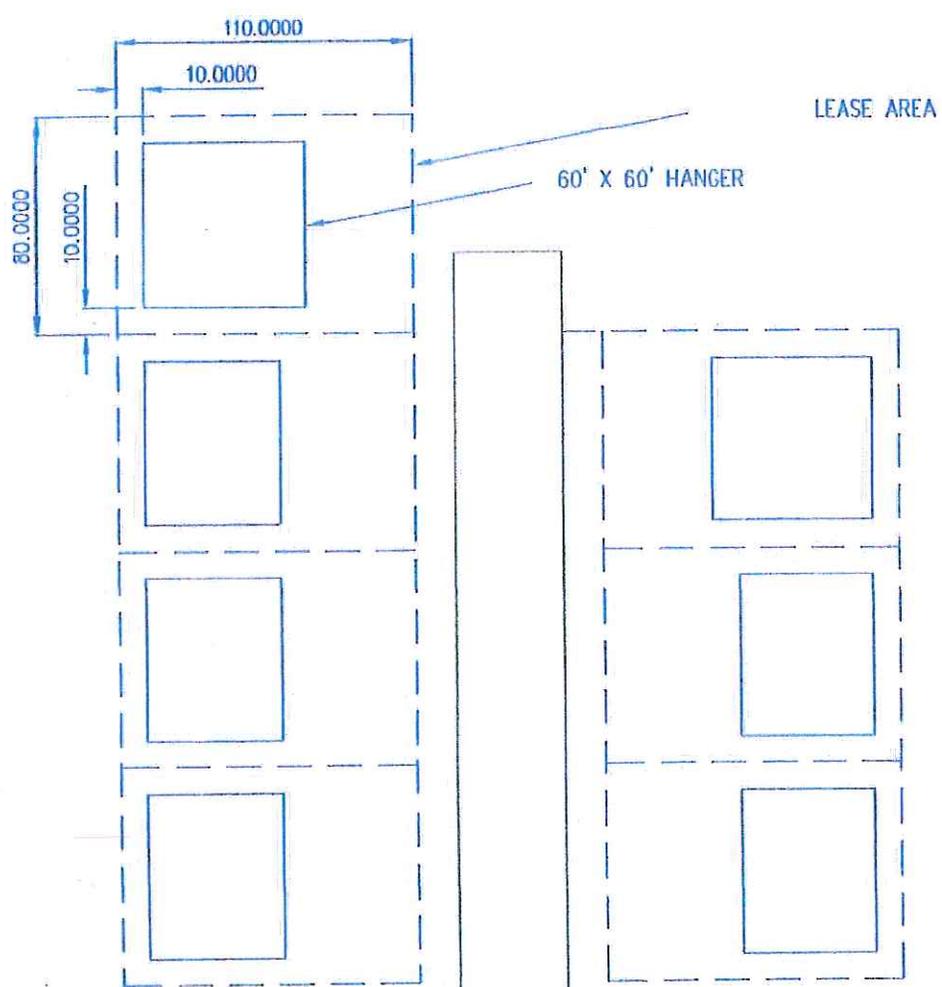


EXHIBIT "A"

BILL OF SALE

I, Randy Reed, on date shown below, sold a hanger located at the Brenham Municipal Airport in Brenham, Texas to Patrick, and Deanna Murray.

Premises is described as a 60' x 60' hanger with an address of 3311 Aviation Way, further described as hanger number 8 and located as shown on the attached "EXHIBIT A".

On the date below, the Murray's will be responsible for the above said hanger including the lease with the City of Brenham, taxes, insurance and utilities.

Signed 

Date 4-7, 2016



AGENDA ITEM 11

DATE OF MEETING: June 2, 2016	DATE SUBMITTED: May 25, 2016	
DEPT. OF ORIGIN: Community Services	SUBMITTED BY: Wende Ragonis	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Purchase of Replacement Light Poles and Fixtures for the Blue Bell Aquatic Center and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: Staff seeks Council's approval for the purchase of replacement light fixtures located in the parking lot of the Blue Bell Aquatic Center. These lighting fixtures began to show signs of failure at the base structure which prompted staff to inspect each pole. Once inspected it was determined that the light fixtures needed to be immediately removed and replaced this budget year. Maintenance staff requested quotes from the following suppliers: Dealers Electrical Supply, Design Build Lighting, Anixter, CW Lighting and Lightsmart. Purchasing Services reviewed these quotes and determined that the best value based upon the product quoted was to award the order to Dealers Electrical Supply at a cost of \$31,710. Funding for this purchase will be allocated from \$177,772 of the five (5) days of R & R (renovations and replacements) fund.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Quote No. 3924461-00 from Dealers Electrical Supply		
FUNDING SOURCE (Where Applicable): General Fund Reserve 5 Day R & R (renovations and replacements)		
RECOMMENDED ACTION: Approve the purchase of replacement light poles and fixtures for the Blue Bell Aquatic Center to Dealers Electrical Supply in the amount of \$31,710 and authorize the Mayor to execute any necessary documentation		
APPROVALS: Terry K. Roberts		

Q U O T A T I O N



dealers electrical supply

an employee owned company

2000 EAST TOM GREEN
BRENHAM TX 77833

PHONE: 979-251-9600
FAX: 979-251-9680

Quotation # 3924461-00
Customer P.O.# **149 NEW POLES**
Customer No. **105371**
Quotation Expires:

To:
CITY OF BRENHAM
ATTN: ACCOUNTS PAYABLE
P O BOX 1059
BRENHAM TX 77834-1059

Ship To:
CITY OF BRENHAM
ATTN: ACCOUNTS PAYABLE
P O BOX 1059
BRENHAM TX 77834-1059

Date		Ship Via		Salesman	Tax Code	Terms	
05/17/16		WILL CALL		187	900	VENDOR 10TH PROX	
Line	Quantity Required	Item Number	Description		Unit Price	U/M	Amount
1	10	WJM*SS5000730BKDM	30' 5" SQ BLACK POLE 4 - 5 WEEKS FRT ALLOWED		670.000	EA	6700.00
2	41	S1M*FPM8613UBLK	135 WATT 16" LED SHOEBOX FIXT 3 - 4 WEEKS FRT ALLOWED		610.000	EA	25010.00
SUB-TOTAL							31710.00
SALES TAX							.00
SIGNED BY:							Total >>> 31710.00



AGENDA ITEM 12

DATE OF MEETING: June 2, 2016		DATE SUBMITTED: May 20, 2016	
DEPT. OF ORIGIN: Administration		SUBMITTED BY: Kacey Weiss	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING	
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING	
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION	
	<input type="checkbox"/> WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Request for a Noise Variance in Connection with the 2016 Downtown Sumer Concert Series (Hot Nights, Cool Tunes) to be Held from 3:00 P.M. to 11:00 P.M. on July 9, 16, 23 and 30, 2016 and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY STATEMENT: The City of Brenham Community Programs submitted a request for a Noise Variance for the 4-night concert series this year. The dates and times include Saturday, July 9; Saturday, July 16; Saturday, July 23; and Saturday, July 30, 2016; from 3:00 p.m. (when sound set-up begins) to 11:00 p.m. There will be a free concert, children’s activities, food and beverage vendors, and a classic car cruise-in. They will have bands and a sound amplification system, which require a Noise Variance. The Brenham Police Department and the Brenham Fire Department have approved the noise variance request; therefore, I ask the City Council to approve the noise variance request.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference): N/A			
ATTACHMENTS: (1) Noise Variance Request			
FUNDING SOURCE (Where Applicable): N/A			
RECOMMENDED ACTION: Approve a request for a noise variance in connection with the 2016 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be held from 3:00 P.M. to 11:00 P.M. on July 9, 16, 23 and 30, 2016 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: City of Brenham community programs

2. Name and address of individual making application on behalf of sponsoring organization: Crystal Locke, P.O. Box 1059, Brenham, TX 77834

3. Purpose of the Event: free concert series

4. Location of Event: Courthouse square

5. Date of the event: July 9, 10, 23, 30

6. Time of Event: 7pm - 10pm

7. Event Set-up: From: 3:00pm To: 7:00pm
Event Clean-up: From: 10:00pm To: 11:00pm

8. You are required to describe the following:

a) Types of Activities Planned and any additional information specific to this event: free concert; food vendors; children's activities; classic car cruise-in

b) Bands/Musical Instruments: yes, up to 7-piece band

c) Sound amplification equipment: same as previous years

d) Cleanup provisions: working w/ city departments

Crystal Locke

Name of Applicant (Printed or Typed)

C. Locke

Applicant or Authorized Person's Signature

Date: 03-29-10

Phone: 979-337-7254

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 13

DATE OF MEETING: June 2, 2016		DATE SUBMITTED: May 10, 2016	
DEPT. OF ORIGIN: Community Programs		SUBMITTED BY: Crystal Locke	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING	
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING	
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION	
	<input type="checkbox"/> WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-16-017 Authorizing Execution of an Agreement with TxDOT for the Temporary Closure of State Right-of-Way in Connection with the 2016 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be Held on July 9, 16, 23 and 30, 2016			
SUMMARY STATEMENT: The Downtown Summer Concert Series (Hot Nights, Cool Tunes) is hosted by the City of Brenham and sponsored by local businesses. These are free concerts for the public with food booths, kid's activities as well as a classic car cruise-in. People will bring their lawn chairs and set them up in the street and enjoy the fellowship and entertainment. This year's concerts will be held on July 9, 16, 23, and 30, 2016 from 7:00 p.m. – 10:00 p.m. One lane of Alamo Street between Park Street and Market Street will be closed beginning at 2:30 p.m. for stage setup then both lanes of Alamo Street will be closed between Austin Street and Market Street from 4:30 p.m. to 11:30 p.m. Estimated attendance per weekend is 2,000 people.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ATTACHMENTS: (1) Resolution No. R-16-017; (2) Agreement with TxDOT for the Temporary Closure of State Right-of-Way; and (3) Application for Event Permit			
FUNDING SOURCE (Where Applicable): N/A			
RECOMMENDED ACTION: Approve Resolution No. R-16-017 authorizing execution of an agreement with TxDOT for the temporary closure of state right-of-way in connection with the 2016 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be held on July 9, 16, 23 and 30, 2016			
APPROVALS: Terry K. Roberts			

RESOLUTION NO. R-16-017

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

WHEREAS, the City of Brenham has received requests for street closings involving a portion of the state highway system within the City of Brenham;

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

WHEREAS, the City Council of the City of Brenham has considered the foregoing and the aforesaid agreement and have agreed to be bound by the provisions thereof for the purpose of closing said streets for the 2016 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be held on **July 9, 16, 23, and 30, 2016**.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, the Mayor of Brenham, acting on behalf of the City Council of the City of Brenham is hereby authorized to execute the attached agreement with the Texas Department of Transportation in connection with the closure of a portion of the state highway system within the City of Brenham associated with the 2016 Downtown Summer Concert Series (Hot Nights, Cool Tunes). This resolution is effective upon its adoption.

PASSED AND APPROVED this the 2nd of June, 2016.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

STATE OF TEXAS §
COUNTY OF TRAVIS §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

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

WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Alamo Street, in Washington, County; and

WHEREAS, the local government has requested the temporary closure of Alamo Street (Business 290) for the purpose of the 2016 Downtown Summer Concert Series (Hot Nights, Cool Tunes), from 2:30 p.m. to 11:30 p.m. on July 9, 16, 23 and 30, 2016 as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

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

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

WHEREAS, on the _____ day of June, 2016, the Brenham City Council passed Resolution/Ordinance No. _____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

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

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

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

A G R E E M E N T

Article 1. CONTRACT PERIOD

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

Article 2. EVENT DESCRIPTION

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

Article 3. OPERATIONS OF THE EVENT

- A.** The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.
- B.** The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.
- C.** The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 work days prior to the closure.

- D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.
- E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.
- F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.
- G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.
- H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use.

Article 5. TERMINATION

- A.** This agreement may be terminated by any of the following conditions:
- (1) By mutual written agreement and consent of both parties.
 - (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
 - (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
 - (4) By satisfactory completion of all services and obligations as set forth herein.
- B.** The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

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

Article 7. RESPONSIBILITIES OF THE PARTIES

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

Article 8. INSURANCE

- A.** Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.
- B.** In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

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

Article 10. COMPLIANCE WITH LAWS

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

Article 11. LEGAL CONSTRUCTION

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

Article 12. NOTICES

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

Local Government:	State:
Milton Y. Tate, Jr. , Mayor City of Brenham P.O. Box 1059 Brenham, Texas 77834-1059	Texas Department of Transportation Catherine Hejl, P.E. District Engineer 1300 North Texas Avenue Bryan, Texas 77803-2760

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

Article 13. SOLE AGREEMENT

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

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

THE CITY OF BRENHAM

Executed on behalf of the local government by:

By _____ Date _____
City Official

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

THE STATE OF TEXAS

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

By _____ Date _____
District Engineer

Exhibit A

This request is for closure of Alamo Street from Market Street to Austin Street as follows: One lane of Alamo Street from Park Street to Market Street closed at 2:30 p.m.; both lanes of Alamo Street from Austin Street to Market Street closed at 4:30 p.m. on July 9, 16, 23, and 30, 2016

Date and Time of Closure

One lane of Alamo Street from Park Street to Market Street to be closed from 2:30 p.m. until 11:30 p.m. then both lanes of Alamo Street from Austin Street to Market Street to be closed from 4:30 p.m. to 11:30 p.m. on July 9, 16, 23, and 30, 2016.

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

The proposed activity that requires these street closures is the

2016 Downtown Summer Concert Series (Hot Nights, Cool Tunes)

Exhibit B

Exhibit C

The Downtown Summer Concert Series (Hot Nights, Cool Tunes) is hosted by the City of Brenham and sponsored by local businesses. These are free concerts for the public with food booths, kid's activities as well as a classic car cruise-in. People will bring their lawn chairs and set them up in the street and enjoy the fellowship and entertainment. This year's concerts will be held on July 9, 16, 23, and 30, 2016 from 7:00 p.m. – 10:00 p.m. One lane of Alamo Street between Park Street and Market Street will be closed beginning at 2:30 p.m. for stage setup then both lanes of Alamo Street will be closed between Austin Street and Market Street from 4:30 p.m. to 11:30 p.m. Estimated attendance per weekend is 2,000 people.



APPLICATION FOR EVENT PERMIT

1. Name of sponsoring organization: City of Brenham

2. Name of individual making application on behalf of sponsoring organizations: _____

Crystal Locke

3. Purpose of the event: free concert series

4. Proposed date(s) of event: July 9, 16, 23, 30

5. Event start date and time: July 9, 16, 23, 30 07:00pm

6. Event set-up times: From 3:00pm to 7:00pm

7. Breakdown/cleanup: From 10:00pm to 12:00am

8. Describe types of activities planned (entertainment, food booths, theme of items for sale, etc.):

concerts, food vendors, children's activities, classic car cruise-in.

9. Estimated attendance (event organizers and spectators): 1500-2500/night

10. Special Requests and/or additional information related to this event: _____

will also need Park St. between main & alamo closed at 2:30pm, please.

11. Street Closure Times: Beginning at July 9, 10, 23, 30 @ 4:30pm
(Date and time)

Ending at: July 9, 10, 23, 30 @ 12:00 am
(Date and time) (or until stage is removed).

12. Street Closings:**

- Alamo St. from Austin to Market @ 4:30pm.
- Alamo St. (one lane) Park from Park to St. Charles @ 7:30
- Park St. from Main to Alamo @ 7:30pm
- Baylor St. from Commerce to Alamo @ 7:30pm
- Douglas St. from Commerce to Alamo
- _____ from _____ to _____

**Please provide a map of closures

APPLICANT

C. Locke

Signature

Date: 03-29-16

Crystal Locke

Printed Name

Contact Phone Number: 979-337-7254

CITY OF BRENHAM

By: _____
City Secretary

Date: _____