



Regular City Council
AGENDA ITEM 11.

Agenda Item: Discuss and Possibly Act Upon A License Agreement Between the City of Brenham and Mescalito Coffee LTD Co. Related to the Construction of a Downtown Parklet Adjacent to 100 E. Alamo Street, Brenham, Texas and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-January 19, 2023

Department: Main Street

Staff Contact: Susan Cates

SUMMARY STATEMENT:

On June 16, 2022 City Council adopted by Resolution the Downtown Parklet Manual to regulate parklets in the Downtown Brenham district. Following approval of the Parklet Manual by City Council, the initial window for applications was established from July 1-August 30. During this initial application period there was only one application received on July 1, 2022 from the owners of Mescalito Coffee, Jared Anderson and Kathleen Matthews. Staff reviewed the application and finds that the proposed parklet meets the goals Council established in the Parklet Manual. Attached memo more fully outlines the staff review.

ATTACHMENTS:

- (1) Memo Regarding Staff Review of Mescalito Parklet Application
- (2) Mescalito Parklet Application with Exhibits
- (3) Mescalito License Agreement Executed J Anderson

RECOMMENDED ACTION:

Approve a License Agreement between the City of Brenham and Mescalito Coffee LTD Co. related to the construction of a downtown parklet adjacent to 100 E. Alamo Street, Brenham, Texas and authorize the Mayor to execute any necessary documentation.



MEMORANDUM

To: Mayor Tate and City Council

From: Susan Cates, Director of Economic Development

Subject: Parklet Application – Mescalito Coffee

Date: January 12, 2023

On June 16, 2022 City Council adopted by Resolution the Downtown Parklet Manual to regulate parklets in the Downtown Brenham district. Months of work by City Staff, Main Street Board, and City Council went into creating a Manual that provides careful guidance for this public amenity by outlining specific details for where parklets could be developed, how many would be allowed in the District, and who is responsible for each aspect involved. The Parklet Manual creation process was deliberated in multiple public meetings including five appearances on the City Council Agenda and seven on the Main Street Board Agenda. It was covered by local media frequently over the months of deliberation (by my count, nine articles on KWHI and five in the Brenham Banner-Press). Main Street staff had many discussions with stakeholders including business owners and property owners. Businesses are by nature risk-averse, so adopting this type of document, which provides detailed step-by-step information for the business owner, is one reason that Brenham is known as a business-friendly community. Just getting to the point of submitting an application for a parklet involves significant cost for a business, so understanding the pathway to approval mitigates the risk of investment.

Following approval of the Parklet Manual by City Council, the initial window for applications was established from July 1-August 30. The application window allowed for all businesses that met the criteria and wished to install a parklet adjacent to their business to apply and have an even chance to seek approval. During this initial application period there was only one application received on July 1, 2022 from the owners of Mescalito Coffee, Jared Anderson and Kathleen Matthews.

Mescalito's application meets all the criteria as summarized below and further detailed in the attached application packet:

- Located in the Downtown Brenham Historic Overlay District
- Not on TXDOT right-of-way: Main or Alamo Street (*proposed parklet on Park St*)
- Business primarily sells food or beverage (*food handling permit attached to application*)
- Located adjacent to the establishment where on-street parking spaces exist and is less than or equal to the footprint of the building (*map included with application*)
- There is no parklet already on the block (*currently the only parklet is on South Baylor at 96West*)

- The parklet is within a dedicated parking lane in the right-of-way and will occupy no more than two parallel spaces or three angled spaces (*proposed parklet to occupy two parallel spaces*)
- The parklet will not impede flow of drainage (*the elevation of the proposed structure will not impede drainage as verified by Dane Rau and Shawn Bolenbarr*)
- The parklet will not impede pedestrian or vehicular traffic (*submitted plans show that parklet does not cover any of the existing sidewalk nor does it encroach outside of the parking spaces into roadway*)
- The parklet must not be placed in a manner that restricts access to any dumpsters, garbage receptacles, private or public utilities nor be placed over any utility appurtenances, fire hydrants, valves, manholes, meters, etc. (*Dane Rau and Shawn Bolenbarr performed a visual inspection of the proposed area to verify compliance with this requirement*)
- The parklet will not create a site distance/visibility problem for vehicular traffic (*the set-back of the proposed parklet is flush with the front of the existing building per the submitted plans and therefore does not change the site line that currently exists*)
- The sponsor is in good standing with any required payment with the City of Brenham (*verified with Courtney Dudenhoffer in Utilities as of January 11, 2023*)

As per the Parklet Manual, City Staff consisting of Jeana Bellinger, City Secretary; Shawn Bolenbarr, Public Utility Project Manager; Monique Breau, Main Street Manager; Susan Cates, Director of Economic Development; Stephanie Doland, Director of Development Services; and Dane Rau, Director of Public Works met to review the application. There were a few questions from the application regarding dimensions, utilities, and drainage. The staff review team researched those items and gathered additional information, and in a subsequent meeting agreed unanimously that Mescalito's application **met all criteria established by Council in the Parklet Manual.**

The next step per the Parklet Manual was to forward a license agreement to the owners of Mescalito for their review and acceptance. Karen Stack modified the license agreement that the City executed with 96West, as 96West has exclusive use of their parklet (not open to the public) during their hours of operation. If approved by Council, Mescalito proposes to allow the Parklet to be open for public use anytime and will not limit the use of the parklet to Mescalito patrons. Even though the proposed parklet's use is open for and encourages use by all downtown visitors, including patrons of other food and beverage establishments, Mescalito agrees to the cleaning and maintenance terms in the Parklet License Agreement.

The proposed executed license agreement was submitted to the City by Jared Anderson on December 9, 2022 and is presented to City Council for review and consideration of this public-private partnership in enhancing Downtown Brenham. Staff finds the proposed parklet meets the goals of the Parklet Manual as if approved the Parklet will:

- Contribute to the aesthetics of the streetscape, provide an economical solution to the need for increased public spaces downtown, and provide amenities such as seating and landscaping; and
- Provide benefit to the entire Downtown community including adjacent businesses and visitors by attracting more people to Downtown where they will have additional seating opportunities and a sense of place to further shop, eat, relax, and experience all Downtown has to offer.

PARKLET ELIGIBILITY CHECKLIST FOR

Rec'd
7-1 @
8:20 am

CONTACT INFORMATION

Name of persons and business sponsoring the parklet: JARED ANDERSON & KATHLEEN
MATTHEWS / MESQUITO COFFEE

Phone number and email of parklet sponsor: 520 591 5207 jared@belldogthebldg.com

Name and address of business: 100 E ALAMO

Phone number of business (establishment) associated with parklet: 979 347 0013

A Preliminary Site Plan is required, as described in the Application Form. The information is needed to determine the eligibility of the proposal. The standards set forth below are minimum standards and eligibility is determined based on the site meeting all requirements as verified by City staff. Place a checkmark in the box next to each standard to indicate the site is in full compliance.

- ☒ The parklet must be located in the Downtown Brenham Historic Overlay District
- ☒ The parklet is not located on TxDOT right-of-way (Main and Alamo Streets)
- ☒ The sponsoring business primarily sells food or beverages. A food handling permit (light or heavy prep) must be submitted with the application.
- ☒ The parklet is located adjacent to the establishment where on-street parking spaces exist and is less than or equal to the footprint of the building
- ☒ There is no parklet on the block
- ☒ The parklet is within a dedicated parking lane in the right-of-way and will occupy no more than two parallel spaces or three angled spaces

PARKLET ELIGIBILITY CHECKLIST FORM

- ☒ The parklet will not impede the flow of drainage
- ☒ The parklet will not impede pedestrian or vehicular traffic
- ☒ The parklet must not be placed in a manner that restricts access to any dumpsters, garbage receptacles, private or public utilities (e.g. electrical poles, street lights, underground utility access, electrical transformer vaults, etc.) nor be placed over any utility appurtenances, fire hydrants, valves, manholes, meters, etc.
- ☒ The parklet will not create a site distance/visibility problem for vehicular traffic
- ☒ The sponsor is in good standing with any required payment with the City of Brenham

PARKLET APPLICATION FORM

Submittal Instructions: Email this form with all required supporting documents as attachments to info@downtownbrenham.com. Once the application has been reviewed, and eligibility determined, City staff will email the Parklet License Agreement for the sponsor to review. Once the Parklet License Agreement is approved by City Council, the sponsor will receive emailed instructions on how to obtain the Building Permit from Development Services.

NOTE: Every application will be subject to a determination of completeness. The responsible city official is not required to review an application unless it is complete.

CONTACT INFORMATION

Name of persons and business sponsoring the parklet:

JARED ANDERSON & KATHLEEN MATTHEWS / MESCALITO COFFEE

Phone number and email of parklet sponsor:

520 591 5207 jared@balledoffthebirddog.com

Name and address of business:

100 E ALAMO

Phone number of business (establishment) associated with parklet:

979 347 0093

Name of property owner (if different from above):

100 ALAMO INVESTMENTS (RAMOS / ANDERSON / MATTHEWS)

Phone number and email of property owner (if different from above):

SAME

PARKLET INFORMATION

Number and type (parallel or angled) of parking spaces to be taken for the parklet installation:

2, PARALLEL

Estimated cost of the project:

20K

PARKLET APPLICATION FORM

If you will be reserving the parklet during business hours, please let us know when the parklet will be closed from public use: NA

REQUIRED SUPPORTING DOCUMENTS CHECKLIST TO BE SUBMITTED WITH APPLICATION:

- ☒ **Preliminary Site Plan:** The preliminary site plan must include the location of the sponsor's building façade and adjacent sidewalk and street in relation to the parklet; the width and depth, location and material of the parklet protective elements and elevation drawings identifying the parklet design, heights and materials.
- ☒ **Statement of Purpose:** A written statement identifying the purpose of the parklet (e.g. dining, lounging, etc.) and providing parklet installation costs and schedule (number of days it would take to complete the installation once a Building Permit is issued.)
- ☒ **A written description of parklet materials and proposed parklet amenities:** (e.g. chairs, tables, benches, shade structure, landscaping, etc.)
- ☒ **Food handling permit (light or heavy prep).**

REQUIRED SUPPORTING DOCUMENTS CHECKLIST TO BE SUBMITTED UPON APPROVAL OF LICENSE AGREEMENT:

- ☐ **Final Site Plan:** Once the License Agreement is approved by City Council, the sponsor must submit a final site plan. It must be computer-generated, drawn to scale, and submitted before the Building Permit can be considered and issued.
- ☐ **Proof of Liability Insurance:** Workers Compensation and Employers Liability, and General Liability Insurance is required as detailed in the License Agreement. The policy must include the parklet installation and must be kept in full force throughout the full term of the Parklet Agreement, which begins on the date the permit is issued.

PARKLET APPLICATION FORM

PARKLET SPONSOR RESPONSIBILITIES

The parklet sponsor has an obligation to meet the following responsibilities:

- **Maintain insurance required**
- **Pay for all costs associated with the parklet permits, insurance, installation, maintenance, and eventual removal, as well as the repairs to any elements of the right-of-way that may sustain damages due to the installation, use, or removal of the parklet**
- **Regular maintenance of the parklet. Maintenance includes but is not limited to the following:**

Daily removal of trash and debris from the parklet

Removal of grime and graffiti on the parklet as needed

Removal of trash and debris under the parklet, as needed

Watering any landscaping

Pest control

Repairs as needed to restore the parklet to its original state

- **No elements or amenities of the parklet are to be stored on the sidewalk or the street**
- **Any material misrepresentation or fraudulent information makes this application null and void.**

Sponsor Signature:



Date:

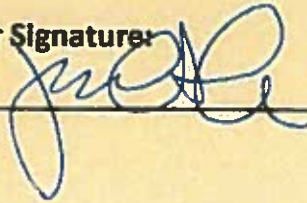
7/1/2022

PARKLET APPLICATION FORM

PROPERTY OWNER RESPONSIBILITY

- Should a Parklet Sponsor with a License Agreement with the City — who leases a building—vacate the property without removing the parklet, the property owner is responsible for removal.
- There is a 90-day grace period for a property owner to determine if a new tenant would like to sponsor the parklet in place. If no tenant is found, or a new tenant is not interested in pursuing a License Agreement, the property owner must remove the parklet within the 90-day period. Within this period, the property owner is responsible for maintenance.

Property Owner Signature:



Date:

7/1/2022

Once completed, please send the form as an attachment to:

info@downtownbrenham.com

100 E Alamo – Mescalito Coffee Parklet Application

Statement of Purpose



Purpose: The primary purpose is to provide outdoor seating and tables for customers of Mescalito Coffee to eat and drink. Secondary purpose would be to provide this space for other downtown visitors who would like to meet with someone and bring their own food or drink. In summary, the overall objective would be to provide a comfortable space that is inviting and creates a gathering space for visitors and customers of downtown Brenham. By creating comfortable places to eat, drink and meet that people use, creates a positive environment for downtown.

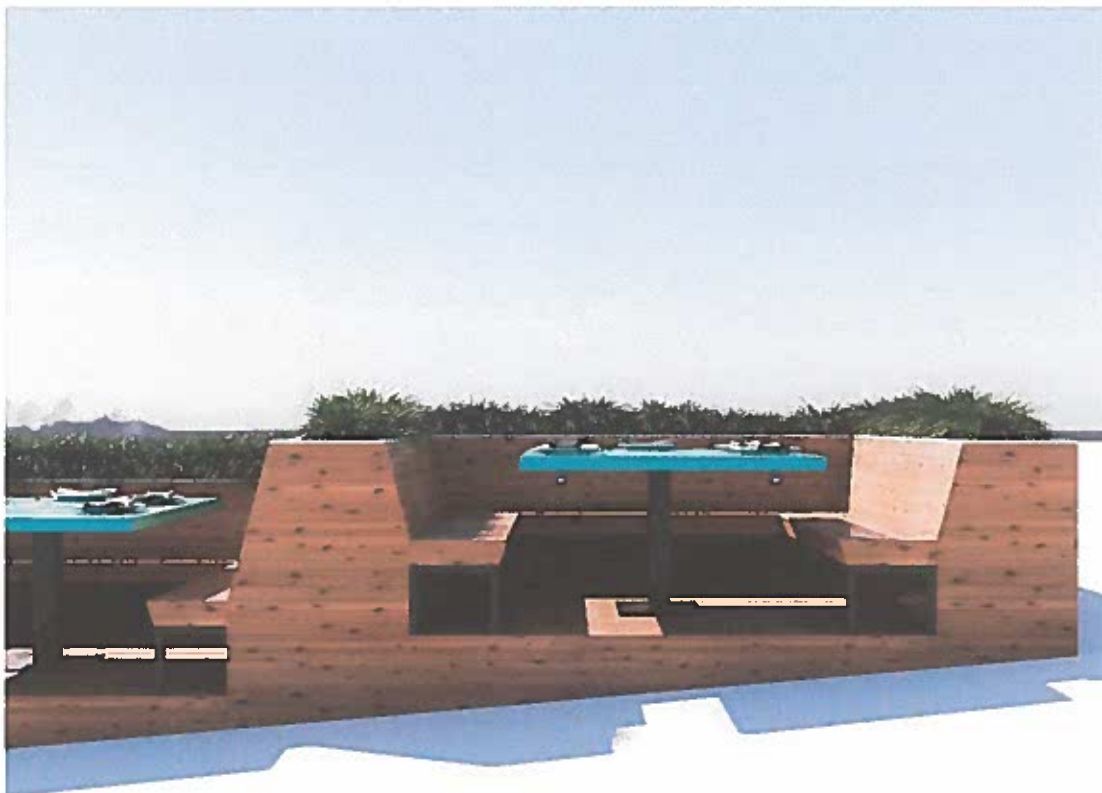
Schedule: After approval of permit, the fabrication would take 3 weeks, site installation of steel 2 weeks, and then final wood and planter installation 2 weeks. Overall, this project would take 7-8 weeks.



Budget: This parklet would cost between 15-20k.



Parklet Materials and Proposed Amenities: As indicated on the drawings, there would be 5 seating areas. Each seating area is square with a square table in the center. 3 sides of the seating area would be built in bench seating. The first seating area would be accessible. The framing of the parklet would be carbon steel, and the cladding and seating would be thermory wood or similar. To not obstruct the view to the building, there will be no umbrellas envisioned. After installation, the type of plants that will go in the planters will be selected. They will be easy to maintain grasses or succulents, and possibly a few small trees (potted) for shade. There will be no power or water, though we have planned for outdoor water and power nearby for maintenance and cleaning of the parklet. These features have already been installed.





FOOD SERVICE ESTABLISHMENT PERMIT

THIS IS TO CERTIFY THAT: **MESCALITO COFFEE**

ADDRESS: **100 E. ALAMO ST., BRENHAM, TX 77833**

2022

PERMIT NO: **22-0148**

is hereby registered as a food service establishment with this Department and is granted permission to operate this establishment subject to compliance with the Texas Food Establishment Rules and the rules and regulations of the City of Brenham, Texas.

In accepting this permit, the holder agrees to allow an inspection of their facilities or premises whenever such inspection shall be deemed necessary by the City of Brenham Health Inspector and to abide by all applicable regulations.

Expiration Date: December 31, 2022

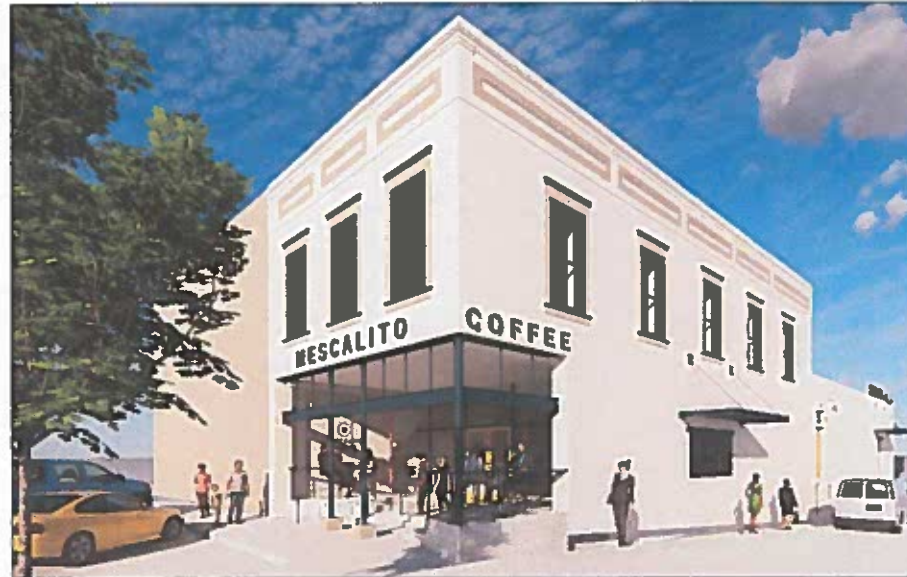
DISPLAY FOR PUBLIC VIEW --- NON-TRANSFERABLE

100 E. ALAMO INVESTMENTS, LLC
PROPOSED RENOVATION AND BALCONY

100 E. ALAMO ST., BRENHAM, TEXAS, 77833
01/20/2022 - DOCUMENTS FOR CONSTRUCTION

GENERAL NOTES:

1. ALL WORK SHALL COMPLY WITH ALL APPLICABLE CODE, ORDINANCE A.D.A., T.A.S AND REGULATIONS OF ALL GOVERNING BODIES.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE APPLICABLE CODES, ORDINANCES AND STANDARD SPECIFICATIONS OF ALL AGENCIES THAT HAVE THE RESPONSIBILITY OF REVIEWING PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF ALL ITEMS PER THESE PLANS AND SPECIFICATIONS IN THIS LOCALITY.
3. DURING THE CONSTRUCTION OF BALCONY AT THE REAR AREA, TURN-OFF THE EXISTING UTILITY AND HAND EXCAVATE THE FOUNDATION TO AVOID ANY D A M A G E S.
4. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER OF UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING TO WORK. THE CONTRACTOR SHALL NOTIFY THE PROPER UTILITY IMMEDIATELY UPON BREAK OR DAMAGE TO ANY UTILITY LINE OR APPURTENANCE, OR THE INTERRUPTION OF THEIR SERVICE.
5. ALL TRAFFIC CONTROLS ON THIS PROJECT SHALL ADHERE TO THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
6. ALL WORK SHALL BE GUARANTEED BY THE CONTRACTOR TO BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS AND IN CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATIONS. AND THAT THE CONTRACTOR SHALL REPLACE OR REPAIR ANY WORK OR MATERIAL FOUND TO BE DEFECTIVE.
7. INSTALL ALL MANUFACTURED ITEMS, MATERIALS, AND EQUIPMENT IN STRICT ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS EXCEPT THAT THE SPECIFICATIONS, WHERE MORE STRINGENT, SHALL GOVERN.
8. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ARCHITECT IN A TIMELY MANNER THAT WILL ALLOW NOT LESS THAN TEN DAYS FOR REVIEW. THE GENERAL CONTRACTOR SHALL SUBMIT CORRECT NUMBERS REQUIRED, BUT NOT LESS THAN FOUR COPIES.
9. ALL EXPOSED ELECTRICAL EQUIPMENT, CONDUITS, PLUMBING LINES, ETC. SHALL BE PAINTED WITH MIN. (2) COATS OF PAINT TO MATCH ADJACENT S U R F A C E S.
10. KNOX BOX-LOCATE PER LOCAL FIRE DEPARTMENT R E Q U I R E M E N T S.



ARCHITECT'S PERSPECTIVE

SCOPE OF WORK:

THE PROJECT CONSIST OF REMODELING AND RESTORATION ESP. FRONT DISPLAY AREA, ADDING COFFEE BAR AND LIGHT KITCHEN, ADDING NEW PARTITIONS FOR TOILET AREAS / CHANGING ROOM / GIFT WRAPPING, ADDING BALCONY AT SOUTH PART OF THE BUILDING, AND ADDING RAMPS (FRONT AND INSIDE THE BUILDING).

TYPE OF CONSTRUCTION: V

APPLICANT:

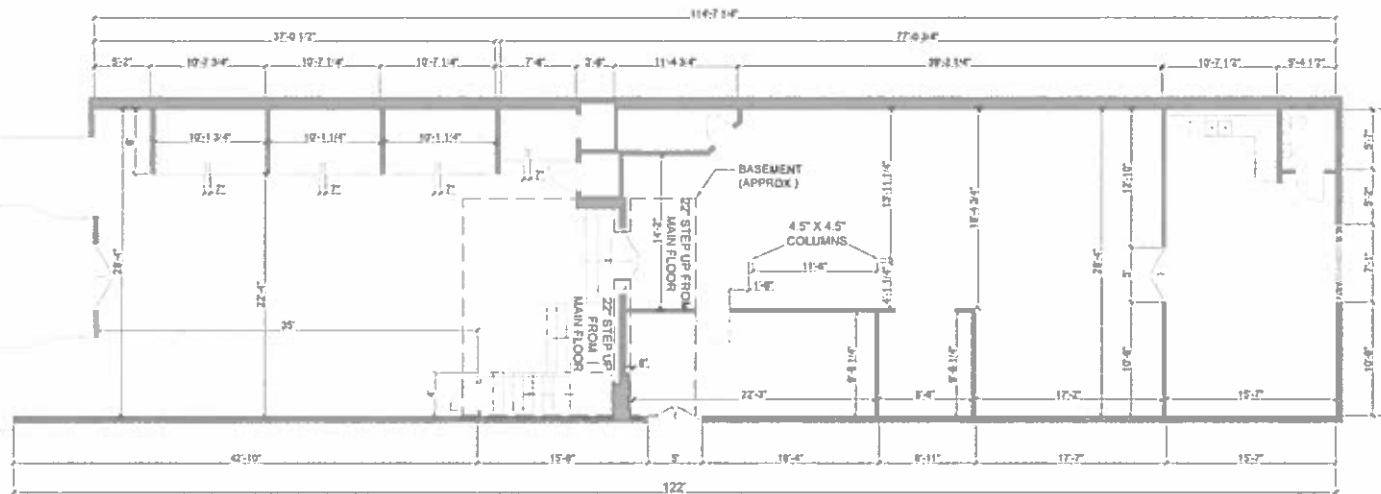
JARED ANDERSON, P.E.
BALLAD OF THE BIRD DOG
email: jared@balladofthebirddog.com



VICINITY MAP

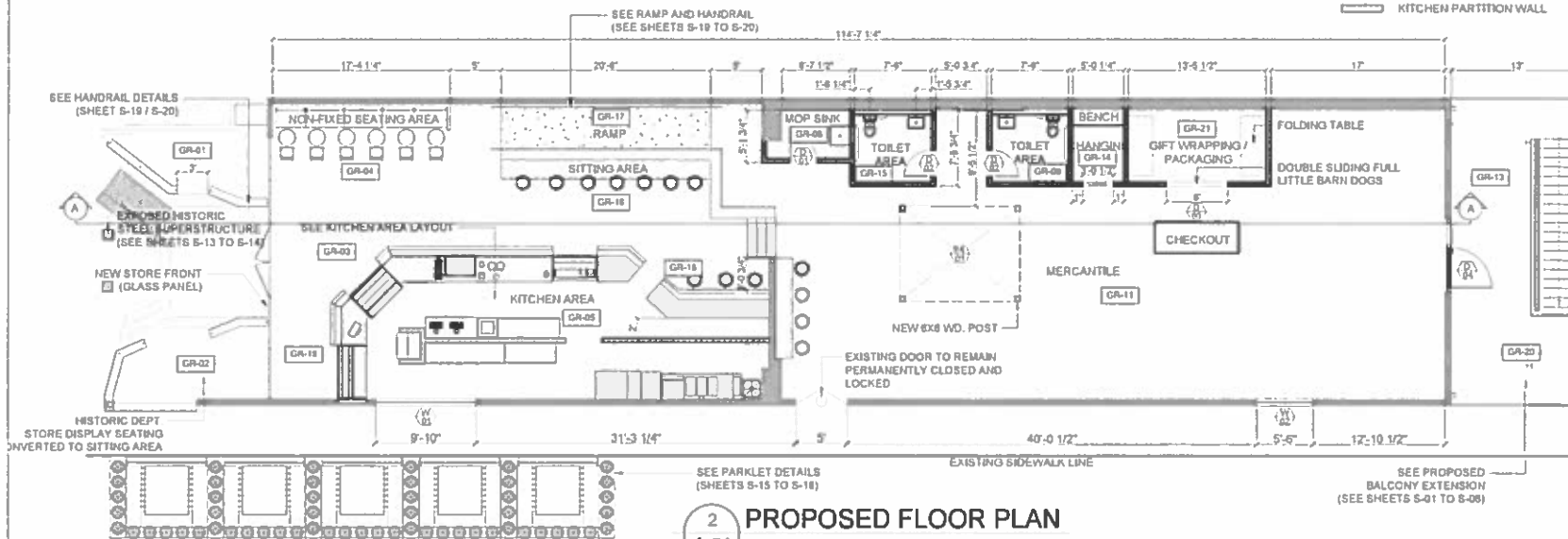
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1 EXISTING FLOOR PLAN
SCALE 3/16" = 1' 0"

LEGEND
 — EXISTING WALL
 — NEW WALL
 — KITCHEN PARTITION WALL



2 PROPOSED FLOOR PLAN
SCALE 3/16" = 1' 0"

NOTES

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2. This drawing is to be scaled
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4. Any ambiguities or discrepancies between this drawing and any other information given elsewhere must be reported to engineer for clarification before work proceeds

REV	DESCRIPTION	BY	DATE
C1	FIRST ISSUE	GT	02/01/22
C2	SECOND ISSUE	GT	02/01/22

P - PRELIMINARY T - TENDER
C - CONSTRUCTION

PROJECT
PROPOSED RENOVATION
100 E. ALAMO ST.,
BRENHAM, TX 77833

TITLE
EXISTING FLOOR PLAN
PROPOSED FLOOR PLAN

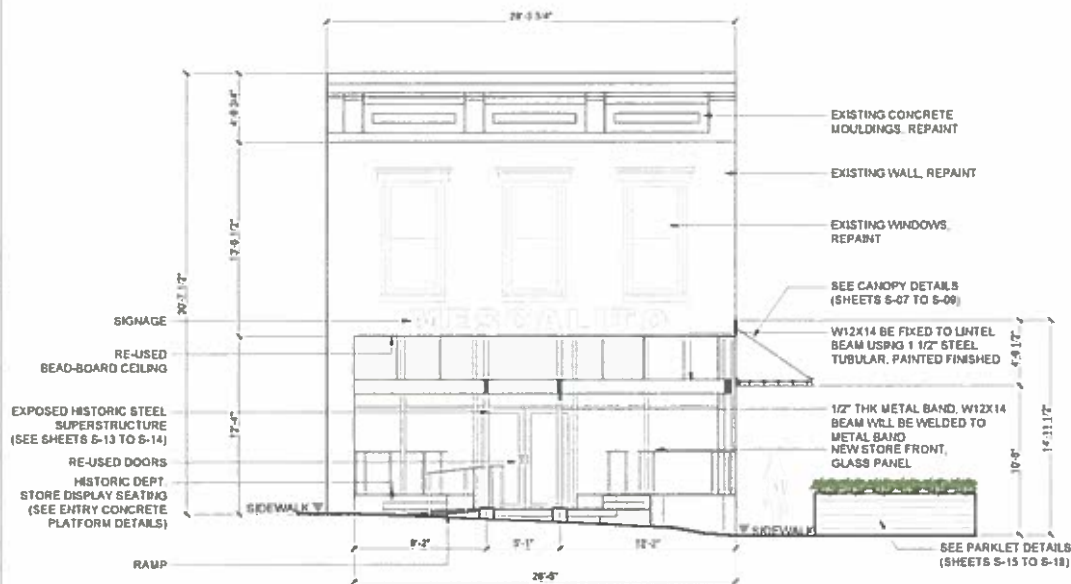
OWNER
100 E. ALAMO INVESTMENTS

APPROVED BY:
ENGR. JARED ANDERSON
20 JANUARY 2022

DRAWN **CHKD** **SIZE** **SCALE** **DATE**
GT **JA** **D** **AS NOTED** **JAN 22**

STATUS
FOR CONSTRUCTION

PROJECT **DRAWING** **REV**
GT21-085 **A-01** **C1**



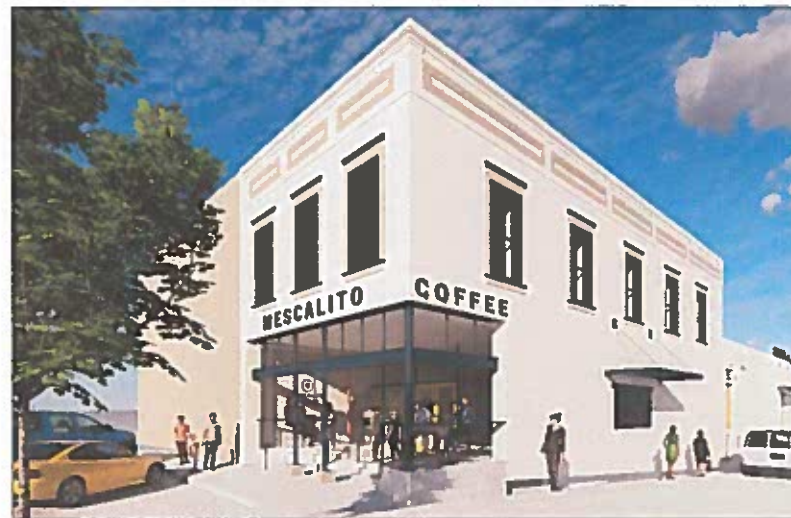
1 NORTH ELEVATION
A-02 SCALE 1/4" = 1'-0"

NOTE:



SIGNAGE AREA COMPUTATION:

WALL AREA	67.68 sq ft
LETTER AREA	16.00 sq ft
PERCENTAGE	23.64% < 30.00%, OK!



2 STORE FRONT CONCEPT
A-02 SCALE 1/4" = 1'-0"

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REV	DESCRIPTION	BY	DATE
EX	FIRST ISSUE	OT	03/01/22
02	REVISION	OT	28/01/22

P - PRELIMINARY
C - CONSTRUCTION

PROJECT
PROPOSED RENOVATION
100 E. ALAMO ST.,
BRENNHAM, TX 77833

TITLE
NORTH ELEVATION
STORE FRONT CONCEPT

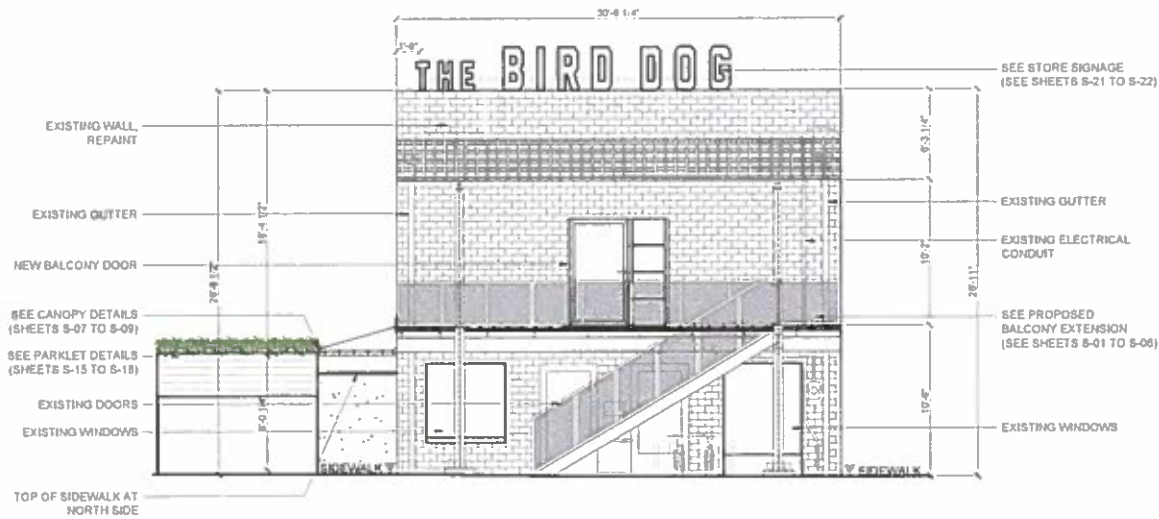
OWNER
100 E. ALAMO INVESTMENTS

APPROVED BY:
ENGR. JARED ANDERSON
20 JANUARY 2022

DRAWN	CHKD	SIZE	SCALE	DATE
GT	JA	D	AS NOTED	JAN 22

STATUS
FOR CONSTRUCTION

PROJECT	DRAWING	REV
GT21-085	A-02	C1



1 SOUTH ELEVATION
A-03 SCALE 1/4" = 1' 0"



2 STORE REAR CONCEPT
A-03 SCALE 1/4" = 1' 0"



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REV	DESCRIPTION	BY	DATE
C1	FIRST ISSUE	GT	20/01/2022
C2	SECOND ISSUE	GT	20/01/2022

P - PRELIMINARY T - TENDER
C - CONSTRUCTION

PROJECT
PROPOSED RENOVATION
100 E. ALAMO ST.,
BRENNHAM, TX 77833

TITLE
SOUTH ELEVATION
STORE REAR CONCEPT

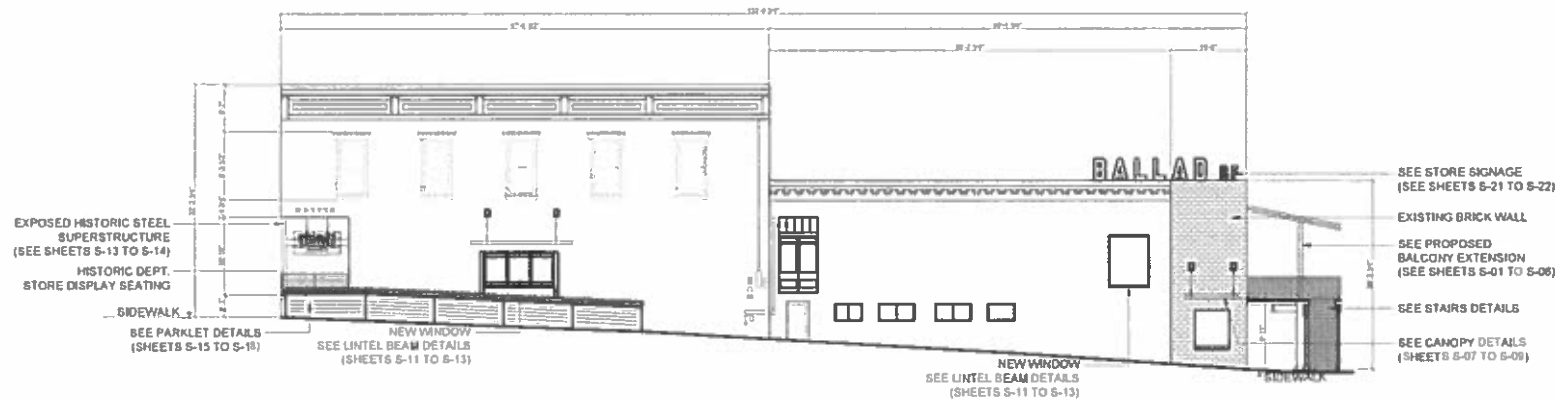
OWNER
100 E. ALAMO INVESTMENTS

APPROVED BY:
ENGR. JARED ANDERSON
20 JANUARY 2022

DRAWN	CHKD	DATE	SCALE	DATE
GT	JA	D	AS NOTED	JAN 22

STATUS
FOR CONSTRUCTION

PROJECT	DRAWING	REV
GT21-085	A-03	C1

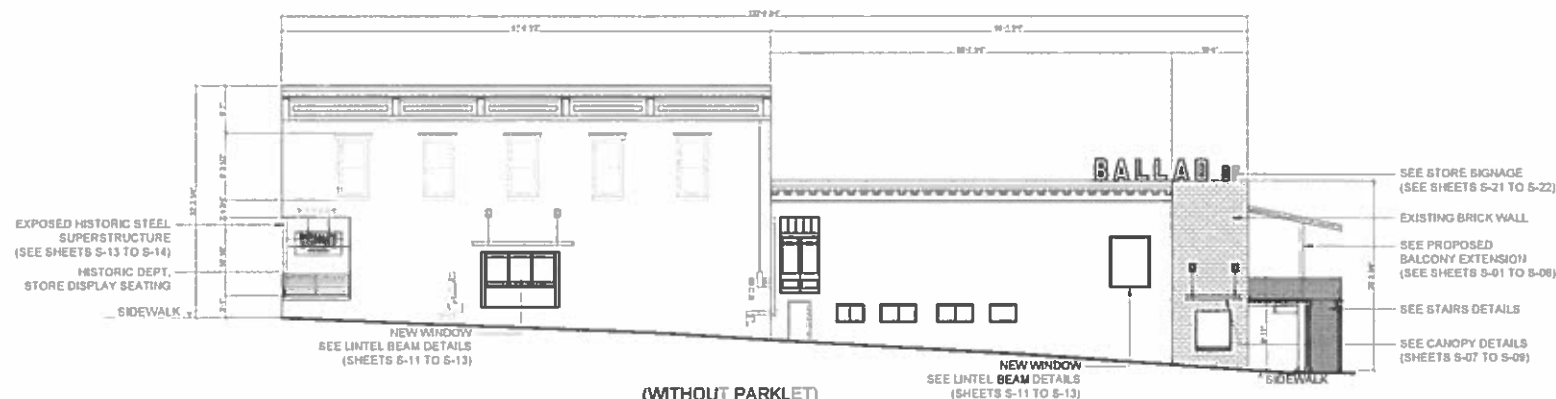


NOTE:



SIGNAGE AREA COMPUTATION:

WALL AREA : 22.51 sq ft
 LETTER AREA : 4.97 sq ft
 PERCENTAGE : 22.08% < 30.00%, OK!



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REV	DESCRIPTION	BY	DATE
C1	FIRST ISSUE	GT	02/01/22
C2	SECOND ISSUE	GT	02/01/22

P - PRELIMINARY T - TENDER
 C - CONSTRUCTION

PROJECT
**PROPOSED RENOVATION
 100 E. ALAMO ST.,
 BRENNHAM, TX 77833**

TITLE
WEST ELEVATION

OWNER
100 E. ALAMO INVESTMENTS

APPROVED BY
**ENGR. JARED ANDERSON
 20 JANUARY 2022**

DRAWN CHKD SIZE SCALE DATE
 GT JA D AS NOTED JAN 22

STATUS
FOR CONSTRUCTION

PROJECT DRAWING REV
 GT21-085 A-04 C1

CODES STANDARDS AND REPORTS

- (1) INTERNATIONAL BUILDING CODE (IBC 2015)
- (2) ASCE 7 MINIMUM DESIGN LOADS FOR BUILDING AND OTHER STRUCTURES
- (3) ACI 318-14 BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
- (4) OSHA REGULATIONS (STANDARDS - 29 CFR 1910 & 1926)
- (5) AISC STEEL CONSTRUCTION MANUAL 14TH EDITION
- (6) CITY OF BRENNHAM ADOPTED BUILDING CODE

DESIGN LOADS (UNLESS NOTED OTHERWISE)

- (1) SELFWEIGHT OF THE STRUCTURE
- (2) BALCONY SLAB LOAD 37 60 psf
- (3) BALCONY STEEL DECK 1 87 psf
- (4) BALCONY ROOF FRAME 3 00 psf
- (5) CANOPY ROOF LOAD 0 73 psf
- (6) LINTEL BEAM LOAD 3500 00 lb/ft
- (7) LIVE LOAD 100 00 psf
- (8) STANDARD RAILING, GUARDRAIL & HANDRAIL
-A SINGLE CONCENTRATED LOAD OF 2000lb APPLIED IN ANY DIRECTION
-A UNIFORM LOAD OF 50 psf APPLIED IN ANY DIRECTION AT TOP RAIL
- (9) WIND
-WIND BASIC WIND SPEED 116mph (BASED ON 3 SECOND GUST AT 33ft ABOVE GRADE)
-EXPOSURE C, IMPORTANCE FACTOR 1 0
-RISK CATEGORY II

STRUCTURAL STEEL

- (1) ALL MATERIALS AND WORK SHALL CONFORM TO THE "AISC" ASD MANUAL OF STEEL CONSTRUCTION, AND "AISC" CODE OF STANDARD PRACTICE, LATEST EDITION
- (2) STEEL FABRICATOR SHALL INCORPORATE THE NEW OSHA RULES OF JAN 18, 2001 OF THE "SAFETY AND HEALTH STANDARDS FOR THE CONSTRUCTION INDUSTRY" 29 CFR 1926, PART R, SAFETY STANDARDS FOR STEEL ERECTION
- (3) SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD PRIOR TO FABRICATION. APPROVAL OF THE SHOP DRAWINGS DOES NOT RELIEVE THE FABRICATOR OF THE RESPONSIBILITY FOR ACCURACY OF DETAIL DIMENSIONS ON SHOP DRAWINGS, NOR THE GENERAL FIT-UP OF PARTS TO BE ASSEMBLED IN THE FIELD
- (4) MATERIALS SHALL CONFORM TO "AISC" MILL TOLERANCES
- (5) ALL STEEL TO BE HOT DIP GALVANIZED IN ACCORDANCE WITH ASTM 123
- (6) STEEL PIECES SHALL BE MARKED AS NUMBERED ON THE SHOP DRAWINGS
- (7) PROVIDE TEMPORARY BRACING AS REQUIRED TO STABILIZE AND SECURE THE STRUCTURAL FRAMES DURING CONSTRUCTION UNTIL THE PERMANENT BRACING IS IN PLACE
- (8) STRUCTURAL STEEL ITEMS SUCH AS FRAMES, BENTS, TRUSSES, STAIRS, AND RAILINGS WITHIN THE LIMIT OF SHIPPING AND/OR GALVANIZING SHALL BE FABRICATED AND ASSEMBLED IN THE SHOP IN MODULES AS PRACTICAL U N O

STRUCTURAL STEEL MATERIALS

- (1) U S (OR DOMESTICALLY PRODUCED) STEEL SPECIFICATIONS
W & WT SHAPES ASTM A36
L, C, MC, S, & PLATES ASTM A36
- (2) BOLTS FOR STRUCTURAL CONNECTIONS SHALL BE MINIMUM 3/8" ASTM A325 TC (F1852) (TENSION CONTROL).
- (3) WELDING ELECTRODES E70XX WITH LOW HYDROGEN COVERINGS
- (4) EXPANSION ANCHORS SHALL BE "Kwik-Bolt 3" ANCHORS BY HELTI (U N O)

CONNECTIONS

- (1) DESIGN IN ACCORDANCE WITH "AISC" STANDARDS. CONNECTION DESIGN SHALL BE AS FOLLOWS
-ALL INDICATED LOADS OR LOAD COMBINATION ARE PER ASD METHOD
-SPECIAL CONNECTIONS ARE DEFINED AS CONNECTIONS SUBJECT TO SIGNIFICANT AXIAL LOADS DUE TO EITHER WIND OR EARTHQUAKE AS INDICATED ON FRAMING PLANS AND ELEVATIONS, IN ADDITION TO GRAVITY LOADS AS APPLICABLE.
- (2) ALL BOLTED CONNECTION SHALL USE HOT-DIPPED GALVANIZED BOLTS, NUTS AND WASHERS PER ASTM A153
- (3) CONNECTIONS SHALL HAVE A MINIMUM OF 2 ROWS OF BOLTS OR THE EQUIVALENT WELD UNLESS NOTED OTHERWISE.
- (4) WELDS AND WELDING SHALL CONFORM TO "AWS" STANDARDS AND THE AWS STRUCTURAL WELDING CODE, AWS D1.1.
- (5) JOINTS SHALL CONFORM TO "AWS" PREQUALIFIED JOINTS AND PROCEDURES. ALL EXPOSED WELDS ON MISCELLANEOUS METAL ITEMS SHALL BE GROUND SMOOTH. EASE ALL SHARP EDGES.
- (6) ALL FIELD WELDS TO BE 3/4" ALL AROUND (U N O)
- (7) PRIOR TO WELDING, CLEAN EXISTING SURFACES DOWN TO BASE METAL. IF EXISTING METAL IS GALVANIZED, REMOVE GALVANIZING WITH WIRE BRUSH OR GRINDER UNTIL UNGALVANIZED STEEL IS EXPOSED
- (8) ALL GUSSET PLATES SHALL BE 3/4" MINIMUM THICKNESS (U N O)
- (9) SHOP FABRICATOR SHALL REMOVE ALL BURRS AND SHARP EDGES AFTER FABRICATION
- (10) STEEL SHALL BE SHOP PAINTED WITH A THREE COAT SYSTEM INCLUDING A ZINC RICH PRIMER AND URETHANE FINISH COAT

CONCRETE

- (1) CONCRETE IN THE FOLLOWING AREAS SHALL HAVE THE FOLLOWING COMPRESSIVE STRENGTH (FC) AT 28 DAYS
SPREAD FOOTING 3000 psi
COLUMN 3000 psi
SLAB 3000 psi
- (2) ALL CONCRETE MIX DESIGNS SHALL BE REVIEWED AND APPROVED BY THE TESTING AGENCY PRIOR TO SENDING TO THE ENGINEER OF RECORD FOR APPROVAL
- (3) USE THE FOLLOWING NORMAL WEIGHT AGGREGATES ASTM C33, COARSE AGGREGATE OR BETTER, GRADED. PROVIDE AGGREGATES FROM A SINGLE-SOURCE CONFORMING TO THE FOLLOWING
MAXIMUM COARSE-AGGREGATE SIZE: TYPICALLY 3/4" NOMINAL DIAMETER
FINE AGGREGATE: FREE OF MATERIALS WITH DELETERIOUS REACTIVITY TO ALKALI IN CEMENT

- (4) WATER SHALL CONFORM TO ASTM C 94/C 94M AND BE POTABLE
- (5) ADMIXTURES IF USED SHALL BE SUBJECT TO THE APPROVAL OF THE STRUCTURAL ENGINEER.
- (6) MIXING, TRANSPORTING, AND PLACING OF CONCRETE SHALL CONFORM TO ACI 301 AND ASTM C94
- (7) CONFORMANCE TO ACI 305.1 "SPECIFICATION FOR HOT WEATHER CONCRETING" IS REQUIRED WHEN AIR TEMPERATURE IS ABOVE 90 DEG F
- (8) CONFORMANCE TO ACI 308 "COLD WEATHER CONCRETING" IS REQUIRED WHEN A PERIOD FOR MORE THAN THREE (3) CONSECUTIVE DAYS, THE AVERAGE DAILY AIR TEMPERATURE IS BELOW 40 DEG F AND THE AIR TEMPERATURE IS NOT GREATER THAN 50 DEG F FOR MORE THAN ONE-HALF OF ANY 24 HOUR PERIOD.
- (9) GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT AND OWNER 48 HOURS PRIOR TO PLACEMENT OF CONCRETE IN THE FOOTINGS
- (10) DETAILING OF CONCRETE REINFORCEMENT BARS AND ACCESSORIES SHALL CONFORM TO THE RECOMMENDATIONS OF ACI 315
(11) ALL STIRRUPS SHALL BE PROVIDED WITH STANDARD 90 DEGREE HOOKS.
(12) ALL HOOKS AND BENDS IN REINFORCING BARS SHALL CONFORM TO ACI 315 STANDARDS UNLESS SHOWN OTHERWISE.
(13) MINIMUM CONCRETE COVER PROTECTION FOR REINFORCEMENT BARS SHALL BE AS FOLLOWS (SEE ACI 318 SECTION 7.7)
CONCRETE EXPOSED TO WEATHER #5 BARS AND SMALLER 1-1/2 INCHES
ALL OTHER BARS 2 INCHES
CONCRETE CAST AGAINST EARTH 3 INCHES

NOTES

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4. Any ambiguities or discrepancies between this drawing and any other information given elsewhere must be reported to engineer for clarification before work proceeds

REV	DESCRIPTION	BY	DATE
C1	PROJECT ISSUE	GT	REMOVED

P - PRELIMINARY I - TENDER
C - CONSTRUCTION

PROJECT
PROPOSED BALCONY
100 E. ALAMO ST.,
BRENNHAM, TX 77833

GENERAL NOTES

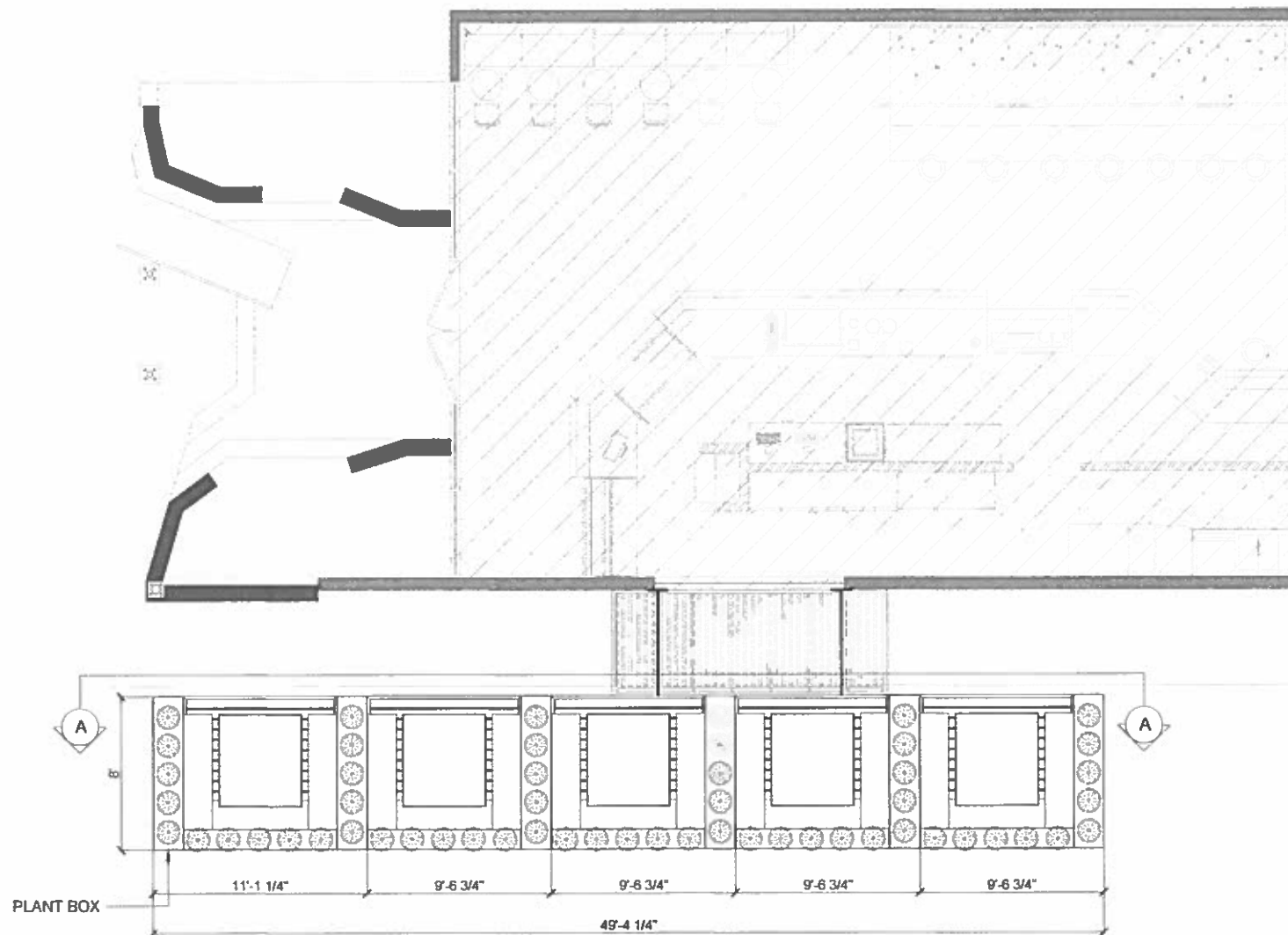
OWNER
100 E. ALAMO INVESTMENTS

APPROVED BY:
ENGR. JARED ANDERSON
02 JANUARY 2022

DRAWN	CHKD	SIZE	SCALE	DATE
GT	JA	D	AS NOTED	JAN 22

STATUS
FOR CONSTRUCTION

PROJECT	DRAWING	REV
GT21-085	S-00	C1



1
S-15 **PARKLET LOCATION PLAN**
SCALE 3/8" = 1'-0"

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REV	DESCRIPTION	BY	DATE
C1	FINAL SCALE	ET	02/04/22

P - PRELIMINARY I - TENDER
C - CONSTRUCTION

PROJECT

PROPOSED PARKLET
100 E. ALAMO ST.,
BRENNHAM, TX 77833

LOCATION PLAN

OWNER

100 E. ALAMO INVESTMENTS

APPROVED BY:

ENGR. JARED ANDERSON
02 JANUARY 2022

DRAWN	CHECKED	DATE	SCALE	DATE
GT	JA	D	AS NOTED	JAN 22

FOR CONSTRUCTION

PROJECT	DRAWING	REV
GT21-085	S-15	C1



1 PARKLET ELEVATION
S-16 SCALE 3/8" = 1'-0"

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REV	DESCRIPTION	BY	DATE
C1	FIRST ISSUE	GT	02/01/22

P - PRELIMINARY T - TENDER
C - CONSTRUCTION

PROJECT

PROPOSED PARKLET
100 E. ALAMO ST.,
BRENHAM, TX 77833

TITLE

ELEVATION

OWNER

100 E. ALAMO INVESTMENTS

APPROVED BY:

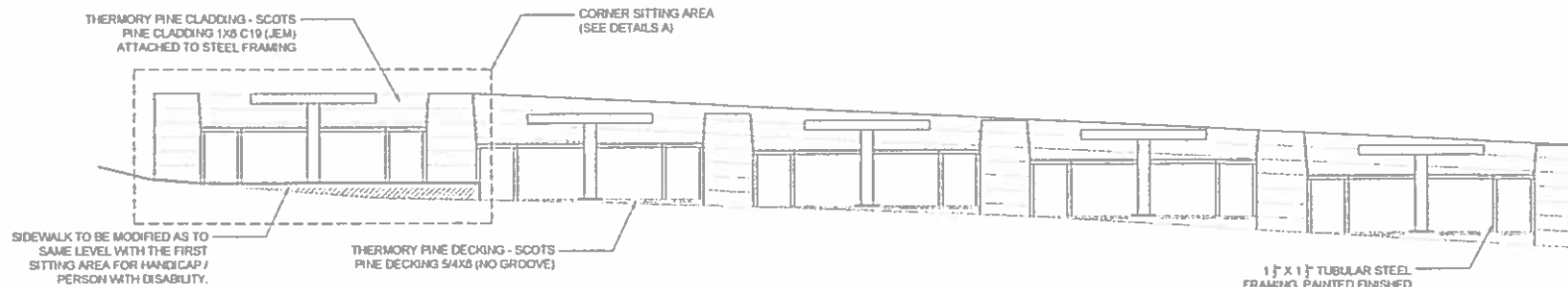
ENGR. JARED ANDERSON
02 JANUARY 2022

DRAWN	CHECKED	SIZE	SCALE	DATE
GT	JA	D	AS NOTED	JAN 22

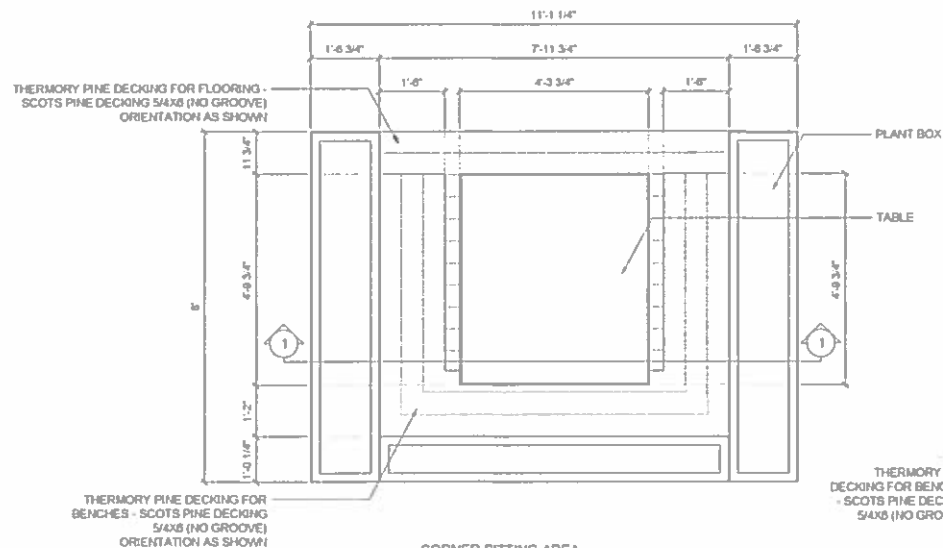
STATUS

FOR CONSTRUCTION

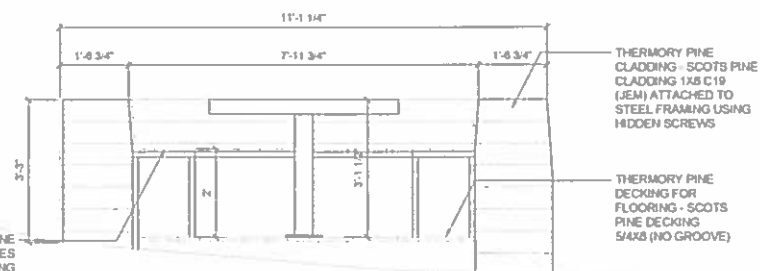
PROJECT	DRAWING	REV
GT21-085	S-16	C1



(VIEW FROM STREET)
1 SECTION THRU A-A
 SCALE 1/2" = 1' 0"



2 CORNER SITTING AREA DETAILS A - PLAN VIEW
 SCALE 3/4" = 1' 0"



3 CORNER SITTING AREA DETAILS A - ELEVATION
 SCALE 3/4" = 1' 0"

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REV	DESCRIPTION	BY	DATE
C1	FIRST ISSUE	GT	02/01/22

P - PRELIMINARY T - TENDER
 C - CONSTRUCTION

PROJECT
PROPOSED PARKLET
100 E. ALAMO ST.,
BRENNHAM, TX 77833

TITLE
SECTION THRU A-A
DETAILS A

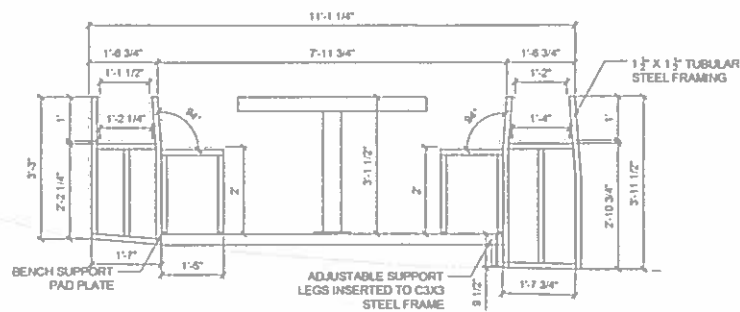
OWNER
100 E. ALAMO INVESTMENTS

APPROVED BY
ENGR. JARED ANDERSON
02 JANUARY 2022

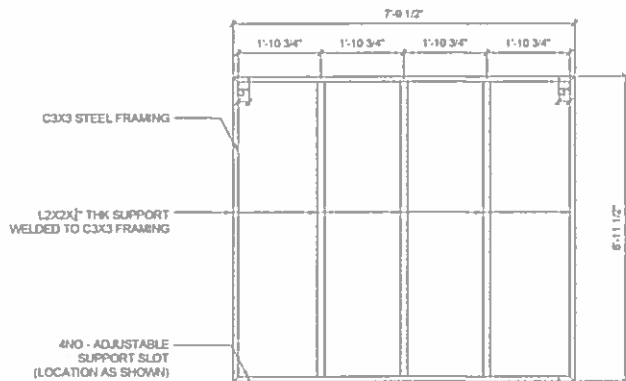
DRAWN	CHECKED	DATE	SCALE	DATE
GT	JA	D	AS NOTED	JAN 22

FOR CONSTRUCTION

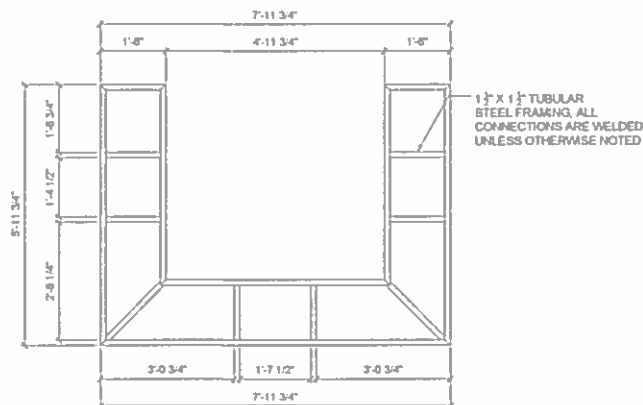
PROJECT	DRAWING	REV
GT21-085	S-17	C1



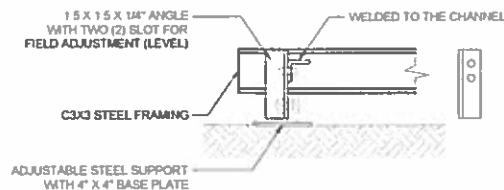
1
S-18 CORNER SITTING AREA
SECTION THRU 1-1
SCALE 3/4\" = 1' 0"



2
S-18 CORNER SITTING AREA
FLOOR FRAMING PLAN
SCALE 3/4\" = 1' 0"



3
S-18 CORNER SITTING AREA
BENCH FRAMING PLAN
SCALE 3/4\" = 1' 0"



4
S-18 SUPPORT DETAILS
SCALE 3\" = 1' 0"

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REV	DESCRIPTION	BY	DATE
C1	PART ISSUE	GT	02/01/22

P - PRELIMINARY T - TENDER
C - CONSTRUCTION

PROJECT
PROPOSED PARKLET
100 E. ALAMO ST.,
BRENNHAM, TX 77833

TITLE
SECTION THRU 1-1
FLOOR FRAMING PLAN
BENCH FRAMING PLAN
SUPPORT DETAILS

OWNER
100 E. ALAMO INVESTMENTS

APPROVED BY:

ENGR. JARED ANDERSON
02 JANUARY 2022

DRAWN	CHKD	SIZE	SCALE	DATE
GT	JA	D	AS NOTED	JAN 22

STATUS
FOR CONSTRUCTION

PROJECT	DRAWING	REV
GT21-085	S-18	C1

NON-EXCLUSIVE LICENSE AGREEMENT – PARKLET

This License Agreement ("**Agreement**") is made this 9th day of December, 2022 ("**Effective Date**") by and between the **CITY OF BRENHAM** ("**City**"), and **MESCALITO COFFEE LTD CO.** a Texas limited liability company with its address at 100 East Alamo Street, Brenham, Texas 77833 ("**Licensee**") acting by and through its authorized representative.

WITNESSETH:

WHEREAS, Licensee operates the business commonly referred to as Mescalito Coffee located at 100 East Alamo Street, Brenham, Texas; and

WHEREAS, The City Council of the City adopted a Downtown Parklet Manual on June 16, 2022 to adopt uniform standards for the design and construction of Parklets located on a City right-of-way in Downtown Brenham, attached to this Agreement as **Attachment "A"** ("**Manual**"); and

WHEREAS, Licensee plans to construct or cause to be constructed a Parklet on a City right-of-way in accordance with the Manual; and

WHEREAS, Licensee has submitted a fully completed application and required supporting documentation on July 1, 2022 in accordance with the Manual; and

WHEREAS, City staff members have reviewed the application for completion and have determined that the proposed location of a Parklet meets the eligibility requirements established by the Manual; and

WHEREAS, Licensee desires to operate and maintain said Parklet located in the 200 block of South Park Street on the east side of the roadway in the two parallel parking spaces immediately south of Alamo Street adjacent to the Licensee's business Mescalito Coffee ("**Parklet Location**") in accordance with the terms of this Agreement and Licensee's Parklet Plans and Specification attached to this Agreement as **Attachment "B"** ("**Plans**") (the Parklet to be established and maintained in the Parklet Location by Licensee in accordance with this Agreement and all attachments hereto is referred to herein as the "**Parklet**." All references to the Parklet shall include the Parklet Location).

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, the City and Licensee, intending to be legally bound by this Agreement, agree as follows:

1. **License; Conditions.**

A. **License.** Subject to the terms of this Agreement, the City grants a temporary, nonexclusive, revocable and nonassignable license to Licensee to enter the Parklet Location to establish, operate and maintain a Parklet in accordance with all Applicable Laws and the terms and conditions of this Agreement, including the Licensee's commitments set forth in the Application.

B. Prior to entering the Parklet Location to commence any renovation of the Parklet, Licensee shall secure all necessary permits, licenses, and approvals from all appropriate departments, agencies, boards, or commissions of the City or other governmental entities that may be required by Applicable Law.

2. Title; AS-IS Condition of Parklet Location.

A. At all times, but subject to the terms of this Agreement, the Parklet Location shall remain a public right-of-way. No legal title or any other interest in real estate shall be deemed or construed to have been created by anything contained in this Agreement; the License granted by this Agreement authorizes the Licensee to enter upon the Parklet Location for the purposes stated herein.

B. Licensee acknowledges and agrees that they accept this license to enter the Parklet Location in its "AS-IS, WHERE-IS, AND WITH ALL FAULTS" condition, including all defects known or unknown, and the City makes no representation or warranty, express or implied, as to (a) any encumbrances, restrictions and conditions which may affect the Parklet Location, (b) the nature or condition of the Parklet Location for installation and operation of the Parklet, and (c) compliance of the Parklet with Applicable Law (defined below). Licensee is relying on its own independent investigation of the condition of the Parklet Location in entering this Agreement.

3. Term.

3.1 The term ("Initial **Term**") of this Agreement shall be for one (1) year commencing on the Effective Date and shall terminate on the ____ day of _____, 2023, unless terminated earlier pursuant to the provisions of this Agreement.

3.2 If neither party provides notice of termination prior to the end of the Initial Term in accordance with Paragraph 11, this Agreement shall automatically renew for an additional one (1) year term ("Renewal Term"). This Agreement may be automatically renewed for an additional four (4) Renewal Terms, the last of which would end on the ____ day of _____, 2027.

4. Maintenance Obligations; Use Restrictions; Approvals.

A. Licensee's Maintenance Obligations. Licensee hereby covenants and agrees, for itself, its successors, and assigns to be fully responsible for the costs of designing, constructing, installing, repairing, operating, and maintaining the Parklet as set forth in this Agreement; provided, however, Licensee shall have no responsibility for City's subsurface improvements or property (except where Licensee causes damage to City's subsurface improvements or property, in which case Licensee shall be liable to the City for all costs necessary to repair such damage) and Licensee's responsibility for repairs and maintenance of the street surface shall be limited to damages beyond reasonable wear and tear. Licensee shall use and maintain the Parklet in a wholly safe condition; shall maintain any and all stands, tables, chairs, and other structures, and the grounds adjacent

thereto in a clean and sanitary fashion, free of all waste, rubbish, accumulation of garbage, papers, and debris; shall provide and maintain adequate and proper drainage utilizing the existing courses of flow for storm water runoff; shall permit free and unobstructed ingress and egress to, from, and around the Parklet for the protection or facilitation of pedestrian traffic; shall properly store and dispose of all waste matter and trash in accordance with the City's regulations and keep the Parklet and adjacent sidewalk free and clear of rubbish, trash and waste materials; and, except as approved in accordance with this Agreement or Applicable Law, shall not permit encroachments upon or obstructions of the streets.

B. City's Maintenance Obligations. The City shall not be required to furnish any services or facilities to the Parklet, or to make any repairs or alterations to the Parklet. The City shall not be responsible for any loss or damage to personal property on the Parklet. Licensee assumes sole responsibility for the operation, maintenance and management of the Parklet. The provisions of this paragraph do not apply to any City improvements installed or located below the surface of the Parklet Location.

C. Licensee's Use. The general public's use of the Parklet shall not be limited by Licensee at any time. Licensee shall not block public access to the Parklet or any amenities therein. Licensee shall not convey to the public, explicitly or implicitly, that the Parklet is private property or dedicated for use by the Licensee or its customers.

D. Prohibited Uses. Licensee agrees that it shall not: use the Parklet except as specified in this Agreement; use the Parklet for any unlawful purpose; create a public or private nuisance on the Parklet; store or use any Hazardous Substances (defined below) on the Parklet; use the Parklet in a way that disturbs or damages the surrounding properties; park a vehicle on the Parklet Location; smoke any substance on the Parklet; engage in any commercial or for-profit activity of any kind on the Parklet except as specified in this Agreement; use the Parklet for commercial advertising of any kind, or non-commercial advertising of any kind without the advance written approval of the City; place or erect any structures on the Parklet unless specifically permitted by this Agreement; serve alcoholic beverages on the Parklet Location, except for alcoholic beverages served to Licensee's customers as authorized by an appropriate license/permit validly issued by the Texas Alcoholic Beverage Commission; start fires on the Parklet, save and except, Licensee may place outdoor propane or butane heaters (utilizing heaters with liquefied petroleum gas cylinder(s) capable of holding a maximum of 20 lbs. of liquefied petroleum gas; said heaters and liquefied petroleum gas cylinder(s) must comply with all applicable federal, state and local laws and regulations); display, store or sell personal property on the Parklet unless specifically permitted by this Agreement; or permit standing water to accumulate on the Parklet Location except as may occur naturally on the street over which the Parklet is placed. The City and Licensee agree that Licensee is not responsible for enforcing these prohibitions on members of the public; however, Licensee shall use commercially reasonable efforts to periodically monitor the Parklet for any use by the Public that is unsafe, unlawful, or which is a prohibited use under this Section.

If the Licensee becomes aware of any unsafe, unlawful, or prohibited use of the Parklet, it shall immediately notify the City.

E. Approvals by City. Unless otherwise stated in this Agreement or in accordance with Applicable Law, any review, approval, permission, or consent that Licensee is required to obtain from the City under this Agreement shall not be valid or effective unless obtained from the City Manager or the City Manager's designee (the "City Manager"). The review, approval, or consent by the City Manager of any plans, specifications, work or materials submitted or performed by Licensee under this Agreement does not constitute any representation, warranty, or guarantee by the City as to the quality or substance of the matter reviewed or approved or its compliance with Applicable Laws. Licensee must use its own independent judgment as to the accuracy and quality of all such matters and its compliance with Applicable Laws. Review, approval, or consent by the City Manager under this Agreement does not constitute any review, approval, consent, license or permit otherwise required under Applicable Laws by any City department, board, commission, or official. Licensee agrees that the Parklet, after construction and installation as approved by the City, shall not be expanded, enlarged or altered in any way without the prior written approval of the City.

5. Compliance with Applicable Laws; Hazardous Substances.

A. Applicable Laws. "Applicable Laws" shall mean all applicable present Federal, State and City laws, ordinances, orders, rules, regulations, guidelines and requirements.

B. Hazardous Substances. "Hazardous Substance" shall mean: (a) asbestos, flammables, volatile hydrocarbons, industrial solvents, explosives, chemicals, radioactive material, petroleum, petroleum products and by-products, natural gas, synthetic gas, and shall include but not be limited to, substances defined as "hazardous substances", "hazardous wastes", "toxic substances", "pollutants" or "contaminants" as those terms are defined in any of the Applicable Laws; and (b) any and all other materials or substances that any government entity shall determine from time to time are harmful, toxic, or dangerous.

6. Entry on Parklet Location By City; City Inspection.

The City may enter the Parklet at any time, for any reason, including inspecting the Parklet and/or Parklet Location; provided, however, during Licensee's regular business hours, but excluding emergencies, City's entry, if any, shall be in a manner that causes the least interference or interruption with Licensee's operations. Nothing contained in this Section shall create a duty on the City to make any repairs or do any work on the Parklet Location. City inspections shall not be a representation, guaranty, or warranty by the City to Licensee, as to Licensee's compliance with the terms of this Agreement or Applicable Laws.

7. **Non-exclusive.**

The License granted by this Agreement is nonexclusive and is subject to any existing utility, drainage or communications facilities located in, on, under or upon the City's streets or other rights-of-way, any utility or communication company, public or private, to all vested rights presently owned by any utility or communication company, public or private for the use of the Parklet for facilities presently located within the boundaries of the right-of-way and to any easement, lease, license, or other interest in the Parklet Location granted by City to any individual, corporation or other entity, public or private.

8. **Environmental Protection.**

Licensee shall not use or permit the use of the Parklet for any purpose that may be in violation of any environmental laws or regulations, and any amendments thereto, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act of 1976 ("RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act. Licensee warrants that the permitted use of the Parklet will not result in the disposal or other release of any hazardous substance or solid waste in, on, upon, under or to the Parklet, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged in, on, upon, under or onto the Parklet or property adjoining the Parklet by Licensee. The terms "hazardous substance and waste" shall have the meaning specified in CERCLA and the term solid waste and disposal (or dispose) shall have the meaning specified in the RCRA; provided, however, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and provided further, at the extent that the laws of the State of Texas establish a meaning for hazardous substance, release, solid waste, or disposal which is broader than that specified in the CERCLA or RCRA, such broader meaning shall apply. **Licensee shall indemnify and hold City harmless against all costs, expenses, fines and fees related to environmental cleanup of the Parklet and surrounding the Parklet resulting, directly or indirectly, from Licensee's use of the Parklet under this Agreement.**

9. **Insurance.**

At all times during the Term of this Agreement, the Licensee shall procure and maintain insurance in the types and amounts as specified below.

Licensee shall, at its sole cost and expense, procure and maintain in full force and effect, for the Term of the License Agreement, covering its obligations under this Agreement, the types and minimum limits of insurance specified below. All insurance shall be procured from insurers authorized to do business in the State of Texas and acceptable to the City. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis.

(i) WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

(a) Workers Compensation: Statutory limits

(b) Employers Liability: \$100,000 each Accident - Bodily Injury by Accident; \$100,000

Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit -Bodily Injury by Disease.

(c) All States coverage and Texas Endorsement.

(ii) GENERAL LIABILITY INSURANCE

(a) Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability;

(b) Coverage: Premises operations; blanket contractual liability; personal injury liability (employee exclusion deleted); products and completed operations; independent contractors; employees and volunteers as insureds; cross liability; and broad form property damage (including loss of use) liability.

The City of Brenham, its officers, employees, and agents, shall be named as additional insureds on the General Liability Insurance Policy. Also, an endorsement is required stating that the coverage afforded the City and its officers, employees and agents as additional insureds will be primary to any coverage available to them. The City reserves the right to require Licensee to furnish certified copies of the original policies of all insurance required hereunder at any time upon ten (10) days prior written notice to Licensee. All such policies shall include an endorsement stating that the coverage afforded to these parties as additional insureds will be primary to any other coverage available to them.

Certificates of insurance evidencing the required coverage shall be submitted to the City Secretary, City of Brenham, 200 W. Vulcan Street, Brenham, Texas 77833 within ten (10) days after the Effective Date of this Agreement. Licensee shall furnish certified copies of the original policies of all insurance required under this Agreement, at any time, within ten (10) days after written request by the City.

All insurance policies shall provide for a least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, cancelled, or not renewed. At least ten (10) days prior to the expiration of each policy, Licensee shall deliver to the City a Certificate of Insurance evidencing a replacement policy to become effective immediately upon the termination of the previous policy.

The insurance requirements set forth herein shall in no way be intended to modify, limit or reduce the indemnifications made in this Agreement by Licensee to City, its officers, employees, and agents, or to limit Licensee's liability under this Agreement to the limits of the policies of insurance required to be maintained by Licensee hereunder.

10. Indemnification; Release.

A. Licensee agrees to defend, indemnify, and hold harmless the City, its departments, commissions, boards, officers, employees or agents, from and against all actions, causes, suits, demands, losses, and liabilities, including the cost of litigation and attorney's fees, by reason of injury (including death) to persons and damage to property in any way arising in connection with this Agreement or rights granted to Licensee hereunder; provided that nothing herein contained shall be deemed to confer upon any third person any right against City, or to vest in said third person any cause of action against City, or to authorize any such person to institute any such suit or suits against City, its departments, commissions, boards, officers, employees or agents. Licensee is not obligated to indemnify, defend, and hold harmless the City against losses, costs, claims, suits, actions, damages, liabilities, and expenses that arise exclusively from the negligence or willful misconduct of the City, its departments, commissions, boards, officers, employees, or agents. This Section 10 shall survive the expiration or earlier termination of this Agreement.

B. In consideration of the license extended to Licensee by this Agreement, Licensee, and for Licensee's its contractors, and invitees and all persons claiming through any of them (collectively, including Licensee the "Releasing Parties") do hereby remise, quitclaim, release and forever discharge, the City, its departments, commissions, boards, officers, employees or agents, from any and all, and all manner of, actions and causes of action, suits, claims, and demands whatsoever in law or in equity which the Releasing Parties may have against the City its departments, commissions, boards, officers, employees or agents, relating in any way whatsoever to any condition on the Parklet Location, or relating in any way to Licensee's entry onto the Parklet Location, or Licensee's use of the Parklet Location; save and except those actions and causes of action, suits, claims and demands whatsoever in law or in equity that arise exclusively from the negligence or willful misconduct of the City, its departments, commissions, boards, officers, employees or agents. Licensee voluntarily assumes all risk of loss, damage, or injury, including death, that may be sustained by the Licensee, its contractors, or invitees, while in, on or about the Licensed Property; save and except any loss, damage, or injury, including death that arises exclusively from the City, its departments, commissions, boards, officers, employees or agents. This Section 10 shall survive the expiration or earlier termination of this Agreement.

11. Relocation; Termination of this Agreement.

A. Relocation. Licensee understands and agrees that it shall, upon request of the City, and except in the case of an emergency, on not less than twenty-one (21) days' notice, relocate the Parklet, and/or remove the Parklet, including chairs, tables, and Licensee's other personal property, and that Licensee will pay all costs and expenses necessary for the performance of such relocation work.

B. Termination: This Agreement may be terminated in any of the following ways:

- a. Written agreement of both parties;
- b. By either party giving the other party one hundred twenty (120) days prior written notice; or
- c. By City upon failure of Licensee to perform its obligations as set forth in this Agreement; provided, however, Licensee shall be provided written notice of its failure to perform and twenty-one (21) days after receipt of such notice to cure such failure.

Licensee shall further agree that upon termination of this Agreement, Licensee shall vacate the Parklet and leave it in a clean condition, clear of all property and debris and restore the Parklet Area to the satisfaction and approval of the City, reasonable wear and tear excepted, within thirty (30) days after receiving such notice, all at Licensee's sole cost and expense. The City shall not be liable to Licensee for any compensation, reimbursement or other expenses related to this Agreement.

Licensee agrees that in the event the Parklet is not removed from the Parklet Location and/or if the Parklet Location is not restored to its original condition, reasonable wear and tear excepted, the City shall have the right and privilege, at its option, of removing said Parklet, and restoring the City right-of-way to its original condition and in event of the City so doing, Licensee shall pay to the City, within thirty (30) days written notice or demand, the costs expended by the City in such removal and/or restoration.

12. Notice.

All notices, requests, and other communications under this License shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, or by overnight or hand delivery service with receipt requested, and addressed to Licensee as provided on the first page of this License and to the City as follows:

City Manager
City of Brenham
200 W. Vulcan Street

Brenham, Texas 77833

13. Governing law.

This Agreement is governed by the laws of the State of Texas; and exclusive venue for any action shall be in a court of competent jurisdiction in Washington County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

14. Attachments.

Any and all attachments to this Agreement are incorporated herein by reference.

15. Binding effect.

This Agreement shall be binding upon and inure to the benefit of the executing parties and their respective successors and assigns.

16. Entire Agreement.

This Agreement embodies the entire agreement between the parties and supersedes all prior agreements, understandings, if any, relating to the Licensed Premises and the matters addressed herein and may be amended or supplemented only by written instrument executed by the party against whom enforcement is sought.

LICENSOR: CITY OF BRENHAM

Date: _____

Hon. Milton Y. Tate, Jr., Mayor
City of Brenham, Texas

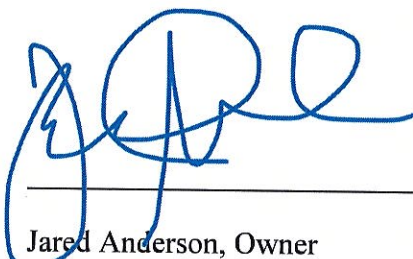
ATTEST:

Jeana Bellinger, TRMC, City Secretary
City of Brenham, Texas

LICENSEE: MESCALITO COFFEE

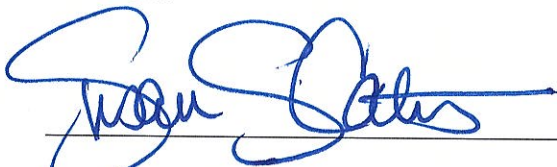
Date:

12/9/22



Jared Anderson, Owner
Mescalito Coffee Ltd. Co.

ATTEST:



By:

Title: