



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, DECEMBER 15, 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 – City Attorney Cary Bovey**
- 3. Citizens Comments**

CONSENT AGENDA

4. Statutory Consent Agenda

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

- 4-a. Minutes from the November 3, 2016 and November 17, 2016 Regular City Council Meetings** **Pages 1-13**

REGULAR SESSION

- 5. Discuss and Possibly Act Upon an Ordinance on its First Reading Amending the FY2015-16 Adopted Budget** **Pages 14-17**
- 6. Discuss and Possibly Act Upon Change Order No. 003 for the Nancy Carol Roberts Memorial Library Expansion, Modernization and Renovation Project and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 18-27**
- 7. Discuss and Possibly Act Upon a Lease Agreement Between the City of Brenham and Simon Theater Master Tenant, LLC for the Management and Operation of the Barnhill Center at the Historic Simon Theater and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 28-53**

8. Discuss and Possibly Act Upon Resolution No. R-16-034 Adopting a New Fee Schedule for the City of Brenham's Parks and Recreation Department **Pages 54-56**
9. Discuss and Possibly Act Upon Recommendations for Appointments and/or Re-Appointments to Various City Advisory Boards **Pages 57-65**

EXECUTIVE SESSION

10. Section 551.074 – Texas Government Code – Deliberation Regarding Personnel Matters – Discussion Regarding the Appointment of a Brenham Municipal Court Presiding Judge and Associate Judge, Both for a Two Year Term Ending on December 31, 2018, and the Appointment of a City Prosecutor **Page 66**
11. Section 551.074 – Texas Government Code – Deliberation Regarding Personnel Matters – Consider Compensation for Municipal Court Judges and City Prosecutor **Page 67**

RE OPEN REGULAR AGENDA

12. Discuss and Possibly Act Upon the Appointment of a Brenham Municipal Court Presiding Judge and Associate Judge, Both for a Two Year Term Ending on December 31, 2018, and the Appointment of a City Prosecutor **Page 68**
13. Discuss and Possibly Act Upon Compensation for Municipal Court Judges and City Prosecutor **Page 69**
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 December 15, 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 December 12, 2016 at **12:50 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

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on November 3, 2016 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Gloria Nix
Councilmember Andrew Ebel
Councilmember Danny Goss
Councilmember Keith Herring
Councilmember Mary E. Barnes-Tilley

Members absent:

Councilmember Weldon Williams, Jr.

Others present:

City Manager Terry Roberts, Assistant City Manager of General Government Ryan Rapelye, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Deputy City Secretary Kacey Weiss, Assistant City Manager – Chief Financial Officer Carolyn Miller, Stacy Hardy, Susan Nienstedt, Kaci Konieczny, Cynthia Longhofer, Director of Community Services Wende Ragonis, Crystal Locke, Tammy Jaster, Fire Chief Ricky Boeker, Police Chief Craig Goodman, Chris Jackson, Trey Gully, Public Works Director Dane Rau, Casey Redman, Assistant City Manager of Public Utilities Lowell Ogle, Kim Hodde, Lori Lakatos, Kevin Post, Christi Korth, Kristi Jackson, Angela Hahn, Kevin Boggus, Darlene Konieczny, Terrence Johnson, Mark Pierce, Judson Hall, Kelvin Raven, Angeline Howard, JoAnne Hynes, Joseph Merkley, Matthew Monfreda, Kenneth McGehee, Norma Rodriguez and Tiwana Brown

Citizens present:

Deanna Murray, Holly Johnson, Charlie Droddy, Janci Droddy, Stephanie Darimont, Vince Michel, Tamara Beard, Roy Thibodeaux, Russell Honerkamp, Claude Free, Stacey Roehling, Tina Roehling, Kyler Roehling, Susan Karisch, David Karisch, Madison Merkley, Eli Merkley, Ava Merkley, Rick Flammer, Cody Schulze, Page Michel and Megan Runge

Media Present:

Arthur Hahn, Brenham Banner Press; and Noelle Buffam, KWHI

1. **Call Meeting to Order**
2. **Invocation and Pledges to the US and Texas Flags – Councilmember Barnes-Tilley**
3. **Special Presentation**
 - **American Red Cross Life Saving Award Presented to Blue Bell Aquatic Center Employees**

Stephanie Darimont with the American Red Cross presented American Red Cross Lifesaving Awards to Kevin Boggus, Tammy Jaster and Kyler Roehling. These employees helped to save the life of Janci Droddy, who collapsed in the pool during a lifeguard training class at the Blue Bell Aquatic Center. This award is one of the highest given by the American Red Cross.

4. **Special Recognitions**

- 4-a. **Police Department Promotion & Badge Pinning**

- **Joseph Merkley, Patrol Sergeant**

- 4-b. **Service Recognitions**

- **Jeana Bellinger, Administration** **10 Years**
 - **Stacy Hardy, Finance** **10 Years**
 - **Kevin Post, Water Treatment** **10 Years**

5. **Proclamations**

- **A Day of Thanksgiving For All First Responders**
 - **2016 Municipal Court Week**

6. **Citizens Comments**

Citizen Russell Honerkamp addressed Council. Honerkamp provided a handout to Council and the media about his concerns about the lane striping on W. Main Street between Jackson Street and Blinn Boulevard.

CONSENT AGENDA

7. Statutory Consent Agenda

7-a. Ordinance No. O-16-029 on Its Second Reading Providing for Updated Service Credits and an Increase in Retirement Annuities in the Texas Municipal Retirement System

A motion was made by Councilmember Herring and seconded by Mayor Pro Tem Nix to approve the Statutory Consent Agenda Item 7-a. as presented.

Mayor Tate called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Absent

REGULAR SESSION

8. Discuss and Possibly Act Upon the 2017 Holiday Schedule

Human Resource Manager Susan Nienstedt presented this item. Nienstedt stated that the schedule includes eleven (11) observed holidays, and one (1) being a floating (birthday) holiday for a total of twelve (12) paid holidays for city employees.

A motion was made by Councilmember Herring and seconded by Councilmember Barnes-Tilley to approve the 2017 Holiday Schedule as presented.

Mayor Tate called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Absent

9. Discuss and Possibly Act Upon an Ordinance on Its First Reading Authorizing a Variance to Residential Lot Requirements, as Outlined in Section 23-22(5)(a) of the City of Brenham's Code of Ordinances, on a Tract of Land Being Described as Tract 126, 11.55 Acres of Land, Out of the John Carrington Survey, A0120, Located off Industrial Boulevard, in Brenham, Washington County, Texas

Planning Technician Kim Hodde presented this item. Hodde stated that Barbara Rudloff has submitted a variance request for an 11.55 acre tract of land located within the city's Extra Territorial Jurisdiction. Hodde explained that the subject property does not have road frontage, but has an access easement to Industrial Blvd. Hodde noted that the applicant wishes to subdivide this property into two tracts. Hodde advised that the applicant is specifically asking for a variance to remove the requirement to have property frontage on a city right-of-way.

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Ebel to approve an Ordinance on its first reading authorizing a variance to residential lot requirements, as outlined in Section 23-22(5)(a) of the City of Brenham's Code of Ordinances, on a tract of land being described as Tract 126, 11.55 acres of land, out of the John Carrington Survey, A0120, located off Industrial Boulevard, in Brenham, Washington County, Texas

Mayor Tate called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Absent

10. Discuss and Possibly Act Upon Change Order No. 2 and Authorization of Final Payment to R & B Group, Inc. for the 2016 Water Treatment Plant Rehabilitation Project, and Authorize the Mayor to Execute Any Necessary Documentation

Assistant City Manager – Director of Public Utilities Lowell Ogle presented this item. Ogle stated that R&B Group, Inc. has completed the rehabilitation work at the Water Treatment Plant.

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Goss to approve Change Order No. 2 and authorization of final payment to R & B Group, Inc. in the amount of \$20,515.00 for the 2016 Water Treatment Plant Rehabilitation Project, and authorize the Mayor to execute any necessary documentation

Mayor Tate called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Absent

11. Discuss and Possibly Act Upon an Agreement Between the City of Brenham and O'Malley Strand Associates, Inc. for Engineering Services Related to the Rehabilitation of the Church Street Water Tower and Authorize the Mayor to Execute Any Necessary Documentation

Assistant City Manager –Director of Public Utilities Lowell Ogle presented this item. Ogle advised that on September 9, 2016, the city solicited proposals for qualified engineering/architectural/surveying firms to prepare the preliminary design and specifications for the Church Street water tower. Ogle stated only one proposal was received, that of O'Malley Strand Associates, Inc. Ogle explained that the services to be provided include, but are not limited to, making surveys of existing right-of-ways, furnish monthly status reports, submit detailed drawings and plans to regulatory agencies, review drawings furnished by contractors, resolve payment request, etc. Ogle stated that the engineering fees for this project are estimated to be \$40,000 to \$60,000 based on final design and the amount of work identified.

A motion was made by Mayor Pro Tem Nix and seconded by Councilmember Goss to approve an agreement between the City of Brenham and O'Malley Strand Associates, Inc. for engineering services related to the rehabilitation of the Church Street Water Tower, in an amount not to exceed \$60,000, and authorize the Mayor to execute any necessary documentation.

Mayor Tate called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Absent

12. Discuss and Possibly Act Upon Resolution No. R-16-031 Designating the Authorized Signatories for the Texas Community Development Block Grant Program Contract No. 7216059 Related to the Rehabilitation of the Church Street Water Tower

Assistant City Manager of Public Utilities Lowell Ogle presented this item. Ogle stated that in September 2016 Resolution No. R-16-026 was passed authorizing the acceptance of a grant in the amount of \$275,000 from the Texas Department of Agriculture, as well as authorizing certain City of Brenham representatives to sign and submit funding documents related to grant documents for the rehabilitation of the Church Street Water Tower.

Ogle explained that since the council passed Resolution No. R-16-026 in September 2016, the Texas Community Development Block Grant Program (TXCDBG) has requested a resolution, using their wording.

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Herring to approve Resolution No. R-16-031 designating the authorized signatories for the Texas Community Development Block Grant Program Contract No. 7216059 related to the rehabilitation of the Church Street Water Tower and to remove the word “County” from anywhere it appears in the Resolution.

Mayor Tate called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Absent

13. Discuss and Possibly Act Upon a Request from the Brenham Housing Authority to Increase the Membership of the Brenham Housing Authority Board from Seven (7) Members to Nine (9) Members

City Manager Terry Roberts presented this item and introduced Rick Flammer with the Brenham Housing Authority. Flammer stated that the need for the current number of board members to serve on multiple boards has placed an undue hardship on the volunteers. Flammer advised that the proposed increase in board members would allow for executive committees to be formed. Flammer explained that the committees can then focus on specific entities and tasks, thus reducing the time and effort required for each individual board member.

A motion was made by Councilmember Herring and seconded by Councilmember Barnes-Tilley to approve a request from the Brenham Housing Authority to increase the membership of the Brenham Housing Authority Board from seven (7) members to nine (9) members.

Mayor Tate called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Absent

14. Administrative/Elected Officials Report

City Manager Terry Roberts reported on the following:

- The ribbon cutting for the animal shelter will be on November 7th at 2:00 p.m.
The open house will be November 13th from 2:00 p.m. to 4:00 p.m.
- The library grand opening will be November 14th from 2:00 p.m. to 4:00 p.m.
- The annual Health Fair for city employees will be held on November 15th and 16th

Assistant City Manager – Director of Public Utilities Lowell Ogle recognized city employee, Linda Mooney, on her retirement after 21 years of service

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on November 17, 2016 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Gloria Nix
Councilmember Andrew Ebel
Councilmember Keith Herring
Councilmember Mary E. Barnes-Tilley
Councilmember Weldon Williams, Jr.

Members absent:

Councilmember Danny Goss

Others present:

City Manager Terry Roberts, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Deputy City Secretary Kacey Weiss, Assistant City Manager – Chief Financial Officer Carolyn Miller, Crystal Locke, Fire Chief Ricky Boeker, Police Chief Craig Goodman, Public Works Director Dane Rau, Assistant City Manager of Public Utilities Lowell Ogle, Kim Hodde and Lori Lakatos

Citizens present:

Lu Hollander, Page Michel and Clint Kolby

Media Present:

Arthur Hahn, Brenham Banner Press; Caitlin Hahn, Brenham Banner Press; and Noelle Buffam, KWHI

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – City Manager Terry Roberts**
- 3. Citizens Comments**

There were no citizen comments.

4. **Proclamation**
 - **50th Anniversary of Blinn College Theater Arts Program**

CONSENT AGENDA

5. **Statutory Consent Agenda**
 - 5-a. **Minutes from the September 15, 2016 and October 13, 2016 Regular City Council Meetings**
 - 5-b. **Ordinance No. O-16-030 on Its Second Reading Authorizing a Variance to Residential Lot Requirements, as Outlined in Section 23-22(5)(a) of the City of Brenham's Code of Ordinances, on a Tract of Land Being Described as Tract 126, 11.55 Acres of Land, Out of the John Carrington Survey, A0120, Located off Industrial Boulevard, in Brenham, Washington County, Texas**
 - 5-c. **Ordinance No. O-16-031 on Its Second Reading Amending Part 1, Section 5.02 (Definitions), (53) Dwelling, Detached, of Appendix A: Zoning of the City of Brenham's Code of Ordinances, Establishing 750 Square Feet as the Minimum Square Footage Allowed for Single Family Detached Dwellings on Individual Lots**

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Ebel to approve the Statutory Consent Agenda Items 5-a., 5-b. and 5-c. as presented.

Mayor Tate called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Absent
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

WORK SESSION

6. **Presentation of the Fourth Quarter Report by the Washington County Convention and Visitors Bureau**

Lu Hollander, with the Washington County Convention and Visitors Bureau, presented this report. Hollander focused on the highlights featured in the *Fourth Quarter Report: July – September 2016*, pointing out the visitor statistics, major tourism events, advertising placements, and editorial coverage.

REGULAR SESSION

7. **Discuss and Possibly Act Upon the Purchase of Six (6) Vehicles, Using BuyBoard Contract No. 430-13, for the City of Brenham Police Department and Authorize the Mayor to Execute Any Necessary Documentation**

Police Chief Craig Goodman presented this item. Goodman stated the department rotates older (high mileage and worn) vehicles from time to time for replacement to equip the patrol, investigative, and administrative divisions. Goodman advised that in order to maintain the current service level with fleet, the department is requesting to purchase (3) three patrol and (3) three administrative vehicles this year.

A motion was made by Mayor Pro Tem Nix and seconded by Councilmember Williams to approve the purchase of six (6) new vehicles, using BuyBoard Contract No. 430.13, in the amount of \$217,328, for the City of Brenham Police Department and authorize the Mayor to execute any necessary documentation.

Mayor Tate called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Absent
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

8. Discuss and Possibly Act Upon Resolution No. R-16-032 Nominating Valmont Industries, Inc. to the Office of the Governor, Economic Development and Tourism for Designation as an Enterprise Project Under the Texas Enterprise Zone Program

Project Manager with the Brenham Economic Development Foundation Clint Kolby presented this item. Kolby stated the Council is being asked to consider nominating Valmont Industries as an Enterprise Project to the State of Texas. Kolby explained participation in the Texas Enterprise Zone Program is possible because of Valmont Industries' expansion of their Coatings Division at the Brenham facility. Kolby advised that in order for the application to be submitted, the City is required to consider the Resolution nominating Valmont Industries for the State of Texas Enterprise Zone program. Kolby stated a company that qualifies as a State Enterprise Project qualifies for reimbursement of the State portion of sales and use tax paid as a part of the business expansion. Kolby noted that no local sales tax is rebated to the Company and that the designation is for a five year period.

A motion was made by Councilmember Herring and seconded by Councilmember Ebel to approve Resolution No. R-16-032 nominating Valmont Industries, Inc. to the Office of the Governor, Economic Development and Tourism for Designation as an Enterprise Project under the Texas Enterprise Zone Program

Mayor Tate called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Absent
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

Council adjourned into Executive Session at 1:20 p.m.

EXECUTIVE SESSION

9. Section 551.072 – Texas Government Code – Deliberation Regarding Real Property – Discussion Concerning the Value and Possible Conveyance of a 3,329 Square Foot Tract of Land Being Described as Part of the A. Harrington Survey, A-55, Being Part of Block 8 of the Keys 1st Addition in Brenham, Washington County, Texas to Brenham Wholesale Grocery Co., Inc.

Executive Session adjourned at 1:25 p.m.

RE-OPEN REGULAR SESSION

10. Discuss and Possibly Act Upon Discuss and Possibly Act Upon the Conveyance of a 3,329 Square Foot Tract of Land Being Described as Part of the A. Harrington Survey, A-55, Being Part of Block 8 of the Keys 1st Addition in Brenham, Washington County, Texas to Brenham Wholesale Grocery Co., Inc. and Authorize the Mayor to Execute Any Necessary Documentation

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Ebel to convey a 3,329 square foot tract of land being described as part of the A. Harrington Survey, A-55, being part of Block 8 of the Keys 1st Addition in Brenham, Washington County, Texas to Brenham Wholesale Grocery Co., Inc. in exchange for Brenham Wholesale Grocery Co., Inc. paying for the re-plat of certain property owned by the parties in Block 8 of the Keys 1st Addition and authorize the Mayor to execute any necessary documentation.

Mayor Tate called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Absent
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

11. Administrative/Elected Officials Report

City Manager Terry Roberts reported on the following:

- John Snowden has been named the Animal Shelter Supervisor
- Council meeting dates for December will be the 1st and 15th
- The Christmas Stroll and Lighted Parade will be December 2nd-3rd
- Brenham Tourism Exchange meeting will be December 13th from 4:00 p.m. -6:00 p.m. at the Barnhill Center

Public Works Director Dane Rau reported on the following:

- All the basketball courts throughout town have been updated
- The library parking lot has been completed and final touches are being done in the serenity garden

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



AGENDA ITEM 5

DATE OF MEETING: December 15, 2016	DATE SUBMITTED: December 9, 2016
DEPT. OF ORIGIN: Finance	SUBMITTED BY: Carolyn D. Miller
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☒ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on its First Reading Amending the FY2015-16 Adopted Budget	
SUMMARY STATEMENT: Highlights of the second and final amendment to the FY2015-16 budget include the following revenue increases: General Fund revenues for court fees, sales tax, property tax and phone line access fees all due to higher collections and interest income due new investments; Sanitation Fund revenue due to a rate increase and increased loads; County HOT Fund revenue for an additional payment received; 2014 Capital Projects Fund revenue for various library grants; Police Grant Fund revenue for body camera grant proceeds; FEMA Disaster Relief Fund revenue for insurance reimbursements; Donations Fund revenue for additional contributions for Library and Animal Shelter projects; and Parks Capital Improvements Fund revenue for skate park grant proceeds. General Fund expenditures are being increased due to replacement light poles and fixtures at the Aquatic Center. Other expenditure increases include: additional maintenance and higher disposal costs for the Sanitation Fund, purchase of new Library furniture, Outdoor Reading Room and AV equipment for the Library, completion of the Library and Animal Shelter Capital Projects, Police department body cameras and storage equipment, FEMA eligible expenditures incurred from the April and May 2016 floods, and expenditures related to the expansion of the Skate Park. General Fund expenditures are being decreased in various departments due to line item savings. These savings generated additional ABNR (Above Budget Net Revenues). Other budget amendment items include the following transfers between funds: transfer from the General Fund to 2014 Capital Projects Fund for the completion of the Animal Shelter and Library projects; City grant match from the General Fund to the Police Grant Fund; ABNR transfer from the General Fund to the Equipment Fund for FY17 capital needs; donations received in the Donations Fund transferred to the 2014 Capital Projects Fund; and the allocation of funds for the Fireman's Park Restroom Upgrade from the BCDC Fund to the Parks Capital Improvements Fund. Also included in the transfer section are the proceeds from the Library furniture loan.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	

ATTACHMENTS: (1) Ordinance
FUNDING SOURCE (Where Applicable):
RECOMMENDED ACTION: Approve an Ordinance on its first reading amending the FY2015-16 adopted budget
APPROVALS: Terry K. Roberts

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING THE FY2015-16 ADOPTED BUDGET; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Brenham, Texas has previously approved a budget for the fiscal year ending September 30, 2016, after having filed the same with the City Secretary and after holding public hearings on same, all after due notice as required by statute; and

WHEREAS, due to unforeseen circumstances and/or conditions, the City Council finds it is necessary to amend the FY2015-16 Budget for municipal purposes;

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

SECTION 1.

That the City Council of the City of Brenham, Texas, does hereby amend the budget for the City of Brenham, Texas for the fiscal year ending September 30, 2016, as shown on Exhibit A.

SECTION II.

This Ordinance shall take effect as provided by State Law and the Charter of the City of Brenham, Texas.

PASSED and APPROVED on its first reading this the ____ day of _____, 2016

PASSED and APPROVED on its second reading this the ____ day of _____, 2016.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

CITY OF BRENHAM
EXHIBIT A
AMENDMENT NUMBER 2
FISCAL YEAR 09-30-16

REVENUES (INC) DEC	General Fund	Sanitation Fund	County Hotel Occupancy Tax Fund	Capital Leases Fund	2014 Capital Projects Fund	Police Dept Grant Fund	FEMA Disaster Relief	Donations Fund	Parks Capital Improvements Fund	Equipment Fund	BCDC	TOTAL
A Court Fees Revenue	(150,839)											(150,839)
B City Sales Tax Revenue	(125,684)											(125,684)
C Tax Revenue	(61,685)											(61,685)
D Phone Access Line Revenue	(44,646)											(44,646)
E Interest Income Revenue	(41,519)											(41,519)
F Sanitation Fund Revenues		(286,000)										(286,000)
G Increase County HOT Funds			(68,555)		(57,776)							(68,555)
H Grant Revenue - Library												(57,776)
I Grant Revenue - Police Body Cameras						(12,957)						(12,957)
J FEMA Reimbursement							(167,121)					(167,121)
K Donations - Library								(76,642)				(76,642)
K Donations - Animal Shelter								(24,824)				(24,824)
L Grant Revenue - Skate Park									(33,250)			(33,250)
TOTAL BUDGETED REVENUES	(424,373)	(286,000)	(68,555)	-	(57,776)	(12,957)	(167,121)	(101,466)	(33,250)	-	-	(1,151,498)
EXPENDITURES INC (DEC)												
M Light Poles for Aquatic Center Parking Lot	31,710											31,710
N General Fund Departmental Expenses	(588,081)											(588,081)
O Sanitation Fund Expenses		168,600										168,600
P Library Furniture Expense				22,450								22,450
H Library Outdoor Reading Room and AV Equipment					57,776							57,776
Q Library Capital Project Completion					264,214							264,214
R Animal Shelter Capital Project Completion					117,276							117,276
I Body Cameras and Storage Equipment Expense						17,276						17,276
J FEMA Eligible Storm Related Expenses							429,740					429,740
L Skate Park Equipment Expenses									33,250			33,250
TOTAL BUDGETED EXPENDITURES	(556,371)	168,600	-	22,450	439,266	17,276	429,740	-	33,250	-	-	554,211
BUDGETED TRANSFERS												
Q Transfer from General Fund to 2014 Capital Projects Fund	252,000				(252,000)							-
I Transfer from General Fund to Police Dept Grant Fund	4,319					(4,319)						-
N Transfer from General Fund to Equipment Fund for FY17 Capital Expenditures	588,081									(588,081)		-
P Funding for Library Furniture Lease				(450,000)				129,490				(450,000)
R Transfer from Donations Fund to 2014 Capital Projects Fund					(129,490)							-
S Transfer from BCDC to Parks Capital Improvement Fund									(41,130)		41,130	-
TOTAL BUDGETED TRANSFERS	844,400	-	-	(450,000)	(381,490)	(4,319)	-	129,490	(41,130)	(588,081)	41,130	(450,000)
CHANGE IN BUDGETED FUND BALANCE (INC) DEC	\$ (136,344)	\$ (117,400)	\$ (68,555)	\$ (427,550)	\$ -	\$ -	\$ 262,619	\$ 28,024	\$ (41,130)	\$ (588,081)	\$ 41,130	\$ (1,047,287)



AGENDA ITEM 6

DATE OF MEETING: December 15, 2016	DATE SUBMITTED: December 6, 2016
DEPT. OF ORIGIN: Community Services	SUBMITTED BY: Wende Ragonis

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

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Change Order No. 003 for the Nancy Carol Roberts Memorial Library Expansion, Modernization and Renovation Project and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT: Collier Construction was awarded Bid # 15-006 for the Construction and Rehabilitation of the Nancy Carol Roberts Memorial Library at the April 2, 2015 Council meeting. The total bid amount awarded to Collier Construction was \$3,108,000 which included the base bid of \$3,083,000 and Alternate Number One (1) in the amount of \$25,000 for the Outdoor Reading Room. Change Order 001 in the amount of \$31,642 was approved by Council at the November 19, 2015 Council meeting. Change Order 002 in the amount of \$78,517.36 was approved by Council at the May 19, 2016 Council meeting. Attached for Council's consideration is change order 003 which includes seven Project Modification Proposals (PMP). These PMPs are summarized in the table below:

PMP Reference Number	Description	Amount	Extension Days
PMP 1511-011	Frosted Glass at the South High Bay Window	\$ 2,016.00	
PMP 1511-012	Mechanical Equipment Coordination with Panels	\$ 1,172.64	
PMP 1511-014	Remove South Bay Parapet and Add Adjust Door to meet ADA	\$ (923.00)	3
PMP 1511-015	Labor and Equipment for Bracket Supports and Door Security	\$ 1,590.40	
PMP 1511-016A	Book Return and Staff Lockers	\$ 2,851.52	10
PMP 1511-017	Overhead Door Lock	\$ 156.80	
PMP 1511-018	Earthwork and Site Prep for Sidewalks	\$ 3,892.00	
<i>total</i>		\$10,756.36	13

Each of the PMP documents have been reviewed by staff and signed by the City Manager. The Library Project team with representatives from Collier Construction, Komatsu Architecture and the City of Brenham staff have reviewed and accepted Change Order 003 and the supporting documentation. Staff respectfully requests that Council approves Change Order 003 in the amount of \$10,756.36 with an increase in the contract by thirteen (13) days.

The three change orders to the project have brought the total cost of the construction contract with Collier to a new sum of \$3,228,915.27.
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Change Order No. 003; and (2) Project Modification Proposals
FUNDING SOURCE (Where Applicable): As discussed during the May 2, 2016 Council Retreat, funding for Change Order 003 for the Nancy Carol Roberts Memorial Library Modernization project will be allocated from the Library's Capital Project budget.
RECOMMENDED ACTION: Approve Change Order No. 003 in the amount of \$10,756.36 to Collier Construction for the Nancy Carol Roberts Memorial Library expansion, modernization and renovation project and authorize the Mayor to execute any necessary documentation
APPROVALS: Terry K. Roberts

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 003	OWNER: ☒
1511 Brenham Library Modernization 100 Martin Luther King Jr. Pkwy Brenham, TX 77833	DATE: 10/21/2016	ARCHITECT: ☒
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER:	CONTRACTOR: ☒
Collier Construction, LLC 1601 HWY 290 W P.O. Box 1889 Brenham, TX 77834	CONTRACT DATE: 4/13/2015 CONTRACT FOR: General Construction	FIELD: ☐
		OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

PMP 1511-011 Install of Frosted Glass at S High Bay Window
PMP 1511-012 Mechanical Equipment Coordination per RFI 37
PMP 1511-014 Revision Per RFI 040 and RFI 041
PMP 1511-015 Addition of Power in Staff Room and at Four Entry Doors
PMP 1511-016a Book Drop and Lockers
PMP 1511-017 Overhead Door Lock Extension
PMP 1511-018 Earthwork for Sidewalks

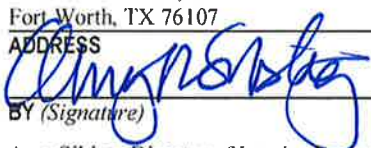
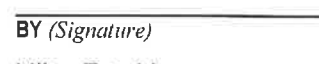
The original Contract Sum was	\$ 3,108,000.00
The net change by previously authorized Change Orders	\$ 110,159.36
The Contract Sum prior to this Change Order was	\$ 3,218,159.36
The Contract Sum will be increased by this Change Order in the amount of	\$ 10,756.36
The new Contract Sum including this Change Order will be	\$ 3,228,915.72

The Contract Time will be increased by Thirteen (13) days.

The date of Substantial Completion as of the date of this Change Order therefore is September 18, 2016

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Komatsu Architecture</u>	<u>Collier Construction, LLC</u>	<u>City of Brenham</u>
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
3880 Hulen Street, Suite 300 Fort Worth, TX 76107	P.O. Box 1889 Brenham TX, 77834	200 W. Vulcan Street Brenham, TX 77833
ADDRESS	ADDRESS	ADDRESS
		
BY (Signature)	BY (Signature)	BY (Signature)
Amy Sibley, Director of Interior Design	Tom Albus, Vice President	Milton Tate, Mayor
(Typed name)	(Typed name)	(Typed name)
8/Dec/16	10-24-2016	
DATE	DATE	DATE

PROJECT MODIFICATION PROPOSAL #1511-011

Project: Brenham Library Modernization
Owner: City of Brenham

Date: 05-31-2016
RE: Frosted Glass

Architect: Komatsu Architecture
Representative: Amy Sibley

Architect Project No.: 2011.129
CCI Project No.: 1511

REQUEST:

In response to the request of the Owner/Architect, we submit the following proposal for modifications to the Contract Documents:

Description of the Work:

Install frosted lites of glass at the South High Bay window

Quotation:

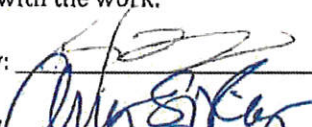
1/4" Frosted glass #2 surface	
1/2 air spacer	
1/4 clear glass	\$ 1,800
Fee	\$180
Bonds and Insurance	\$36
	Tax NA
The Modification will be an Addition of	Total \$2,016
The Contract Time will be extended by	days

Attachments:

APPROVAL

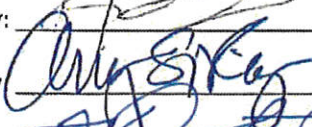
This Proposal is hereby accepted and authorized to be funded from Contract Change Order
The Contractor is hereby authorized to proceed with the work.

Contractor: Collier Construction

By: 

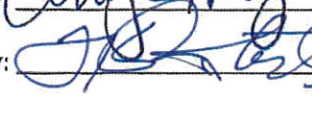
Date: 8/22/16 

Architect: Amy Sibley

By: 

Date: 20 Sept 16

Owner: Terry Roberts

By: 

Date: 9/21/16

PROJECT MODIFICATION PROPOSAL #1511-012

Project: Brenham Library Modernization
Owner: City of Brenham

Date: 06-7-2016
RE: RFI 031

Architect: Komatsu Architecture
Representative: Amy Sibley

Architect Project No.: 2011.129
CCI Project No.: 1511

REQUEST:

In response to the request of the Owner/Architect, we submit the following proposal for modifications to the Contract Documents:

Description of the Work:

Mechanical equipment coordination with Electrical Panels per RFI 031

Quotation:

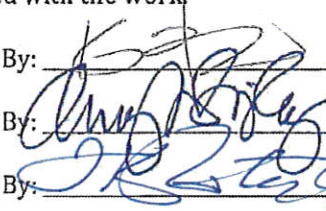
Mechanical equipment coordination with electrical panels per RFI 031		\$1,047.00
Fee		\$104.70
Bonds and Insurance		\$20.94
	Tax	NA
The Modification will be an Addition of	Total	\$1,172.64
The Contract Time will be extended by	days	

Attachments:

APPROVAL

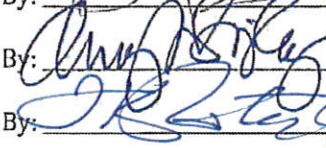
This Proposal is hereby accepted and authorized to be funded from Contract Change Order
The Contractor is hereby authorized to proceed with the work

Contractor: Collier Construction

By: 

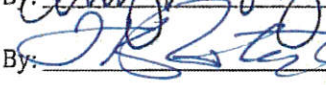
Date: 8/22/16 

Architect: Amy Sibley

By: 

Date: 8/21/16

Owner: Terry Roberts

By: 

Date: 8/21/16

PROJECT MODIFICATION PROPOSAL #1511-014

Project: **Brenham Library Modernization**
Owner: **City of Brenham**

Date: **6-9-2016**
RE: **RFI 040, RFI 041**

Architect: **Komatsu Architecture**
Representative: **Amy Sibley**

Architect Project No.: **2011.129**
CCI Project No.: **1511**

REQUEST:

In response to the request of the Owner/Architect, we submit the following proposal for modifications to the Contract Documents:

Description of the Work:

**Adjust door to meet ADA due to existing column. Add drain under new slab.
Revisions per RFI 040 and RFI 041**

Quotation:

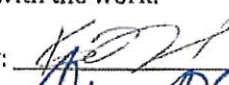
Relocate door frame in single occupant restroom	\$570
Add 30 LFT of 6" PVC under new slab to drain void form area	\$435
Credit for removing South High Bay Parapet (RFI 040)	-\$1,928
Change fascia in entry canopy from ACM panel to EIFS (RFI 041)	NO CHARGE
Fee	N/A
Bonds and Insurance	N/A
	Tax NA
The Modification will be a Deduction of	Total -\$923.00
The Contract Time will be extended by	3 (three) days

Attachments:

APPROVAL

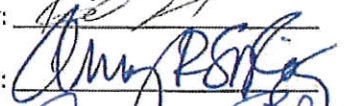
This Proposal is hereby accepted and authorized to be funded from Contract Change Order
The Contractor is hereby authorized to proceed with the work.

Contractor: **Collier Construction**

By: 

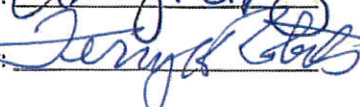
Date: 8/22/16 

Architect: **Amy Sibley**

By: 

Date: 20 Sept 16

Owner: **Terry Roberts**

By: 

Date: 9/21/16

PROJECT MODIFICATION PROPOSAL #1511-015

Project: **Brenham Library Modernization**
Owner: **City of Brenham**

Date: **08/22/16**
RE:

Architect: **Komatsu Architecture**
Representative: **Amy Sibley**

Architect Project No.: **2011.129**
CCI Project No.: **1511**

REQUEST:

In response to the request of the Owner/Architect, we submit the following proposal for modifications to the Contract Documents:

Description of the Work:

Labor and equipment to install bracket supports for the electrical boxes on three locations at the main entry high bay area. Addition of power for TV in staff room and addition of power for exit devices at four entry doors.

Quotation:

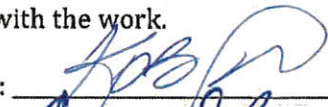
① Labor, materials and equipment for installation for lobby fixtures bracket supports	\$653.00
② Add outlet and data box for TV	\$226.00
③ Add power at 4 entry doors to supply access control module	\$541.00
Fee	\$142.00
Bonds and Insurance	28.40
	Tax NA
The Modification will be an Addition of	Total \$1,590.40
The Contract Time will be extended by	days

Attachments:

APPROVAL

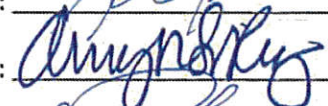
This Proposal is hereby accepted and authorized to be funded from **Contract Change Order**
The Contractor is hereby authorized to proceed with the work.

Contractor: **Collier Construction**

By: 

Date: 9/8/16

Architect: **Amy Sibley**

By: 

Date: 6 Sept 16

Owner: **Terry Roberts**

By: 

Date: 9/20/16

PROJECT MODIFICATION PROPOSAL #1511-016A

Project: **Brenham Library Modernization**
Owner: **City of Brenham**

Date: **09/07/16**
RE: **Book Drop/Alt. Locker Type**

Architect: **Komatsu Architecture**
Representative: **Amy Sibley**

Architect Project No.: **2011.129**
CCI Project No.: **1511**

REQUEST:

In response to the request of the Owner/Architect, we submit the following proposal for modifications to the Contract Documents:

Description of the Work:

Delivery and installation of lockers at Receiving 115 and book drop at Reading Room 110/Staff 117 according to request received on 8/29/2016. This includes an alternate product line of metal lockers for quick ship option.

Quotation:

①	Delivery and installation of stainless steel through wall return model HCU-Head and Chute for Books	\$1,296.00
②	Delivery and installation of alternate product, standard Classic KD Double Tier Lockers, 7-10 day delivery lead time (not specified materials)	\$1,250.00
	Fee	\$254.60
	Bonds and Insurance	\$50.92
		Tax NA
	The Modification will be an Addition of	Total \$2,851.52
	The Contract Time will be extended by	Ten 10 days

Attachments:

APPROVAL

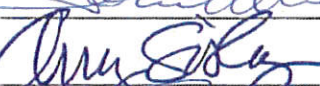
This Proposal is hereby accepted and authorized to be funded from Contract Change Order
The Contractor is hereby authorized to proceed with the work.

Contractor: **Collier Construction**

By: 

Date: 9-19-16

Architect: **Amy Sibley**

By: 

Date: 19 Sept 16

Owner: **Terry Roberts**

By: 

Date: 9/20/16

PROJECT MODIFICATION PROPOSAL #1511-017

Project: **Brenham Library Modernization**
Owner: **City of Brenham**

Date: **09/13/16**
RE: **Overhead Door lock**

Architect: **Komatsu Architecture**
Representative: **Amy Sibley**

Architect Project No.: **2011.129**
CCI Project No.: **1511**

REQUEST:

In response to the request of the Owner/Architect, we submit the following proposal for modifications to the Contract Documents:

Description of the Work:

Extend current slide locks to 52" to make lockable with padlock and ensure locking of overhead door at Lobby

Quotation:

Labor, materials and installation for slide lock extension of overhead door		\$140.00
Fee		\$14.00
Bonds and Insurance		\$2.80
		Tax NA
The Modification will be an Addition of		Total 156.80
The Contract Time will be extended by		

Attachments:

APPROVAL

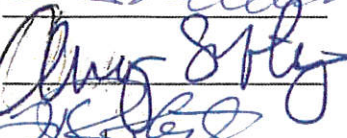
This Proposal is hereby accepted and authorized to be funded from Contract Change Order
The Contractor is hereby authorized to proceed with the work.

Contractor: **Collier Construction**

By: 

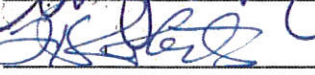
Date: 9-17-16

Architect: **Amy Sibley**

By: 

Date: 19 Sept 16

Owner: **Terry Roberts**

By: 

Date: 9/20/16

PROJECT MODIFICATION PROPOSAL #1511-018

Project: **Brenham Library Modernization**
Owner: **City of Brenham**

Date: **10/04/16**
RE: **Earthwork for Sidewalks**

Architect: **Komatsu Architecture**
Representative: **Amy Sibley**

Architect Project No.: **2011.129**
CCI Project No.: **1511**

REQUEST:

In response to the request of the Owner/Architect, we submit the following proposal for modifications to the Contract Documents:

Description of the Work:

Cut and/or fill sidewalks to grade in our scope at the library and the added sidewalk down MLK from new drive to the intersection

Quotation:

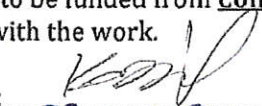
Labor and materials for earthwork to prepare for concrete at library sidewalks	\$3,475.00
Fee	\$347.50
Bonds and Insurance	\$69.50
	Tax NA
The Modification will be an Addition of	Total \$3,892.00
The Contract Time will be extended by	

Attachments:

APPROVAL

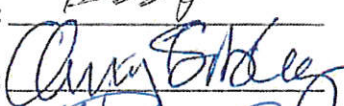
This Proposal is hereby accepted and authorized to be funded from Contract Change Order
The Contractor is hereby authorized to proceed with the work.

Contractor: **Collier Construction**

By: 

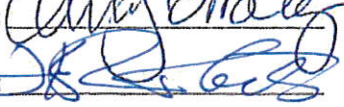
Date: 10/14/16 

Architect: **Amy Sibley**

By: 

Date: 11 Oct 16

Owner: **Terry Roberts**

By: 

Date: 10/18/16



AGENDA ITEM 7

DATE OF MEETING: December 15, 2016	DATE SUBMITTED: December 9, 2016															
DEPT. OF ORIGIN: Community Services	SUBMITTED BY: Wende Ragonis															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING														
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Lease Agreement Between the City of Brenham and Simon Theater Master Tenant, LLC for the Management and Operation of the Barnhill Center at the Historic Simon Theater and Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY STATEMENT: Included in the packet for Council's consideration are two memorandums and a draft lease agreement between the City of Brenham and Simon Theater Master Tenant, LLC which is a holding of Brenham Main Street Historic Preservation, Inc. the owner and current operator of the Barnhill Center at the Historic Simon Theatre. The first memorandum from City Manager Terry K. Roberts provides a comprehensive overview of the partnership between the two organizations. The memorandum from the Director of Community Services Wende Ragonis provides a more detailed background and synopsis of the lease and operating agreement. The City Attorney worked directly with the Chairman of the Brenham Main Street Historic Preservation, Inc. Board, Hal Moorman, to draft the attached lease document. Staff respectfully requests that Council carefully considers the documents presented.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Memorandum from Terry K. Roberts; (2) Memorandum from Wende Ragonis; and (3) Draft Lease Agreement																
FUNDING SOURCE (Where Applicable):																

RECOMMENDED ACTION: Approve a Lease Agreement between the City of Brenham and Simon Theater Master Tenant, LLC for the Management and Operation of the Barnhill Center at the Historic Simon Theater and authorize the Mayor to execute any necessary documentation

APPROVALS: Terry K. Roberts



To: Mayor and City Council

From: Terry K. Roberts, City Manager 

Subject: **Transition to City Operation of the Barnhill Conference Center
at The Historic Simon Theater**

Date: December 7, 2016

As a part of the budget process for the 2016-17 fiscal year, the City Council approved an operating budget for the Barnhill Conference Center at the Historic Simon Theater. In the fiscal year that just ended, the Council allocated \$81,000 of Hotel Occupancy Tax (HOT) funds for a marketing and promotional campaign to kick off operation of the Simon. A total of \$61,000 of that allocation has been carried over to this fiscal year.

The 1925 Simon building was acquired by a group of local businessmen that created a non-profit entity to raise funds for the renovation and redevelopment of this historic theater into a conference center. That entity is formally known as the Brenham Main Street Historic Preservation Inc. (BMSHP) and is sometimes referred to as the Simon non-profit.

That group of community leaders raised millions of dollars in funds over the past decade to restore the facility. They also financed some of the improvements through the creative financing mechanism of historic tax credits.

In the summer of 2014, the BMSHP's Chairman Hal Moorman updated the City Council on the progress of the renovation work and requested the Council consider accepting ownership of the facility and operate it when renovations were completed.

As the facility became operational, the City and BMSHP entered into a memorandum of understanding where we provided in-kind support. The idea of City operation is postponed for consideration until the five year tax credits mature. However, the City is able to lease the facility for operations during the tax credits phase.

There is a companion document in the packet that explains the lease document in greater detail. The City Attorney drafted the lease document and negotiated the language with the BMSHP Chairman. Community Services Director Wendie Ragonis' memo will discuss the lease document and summarize the first year operating budget. Wendie and her Community Services group will oversee the conference center operations.

The Tourism and Promotions Sub-Committee of City Council has been helpful to the staff in providing direction and focus on several areas related to tourism and promotions including the Simon lease and budget. Staff received direction on the lease last Thursday after the Council meeting. It was helpful to meet at that time because the City Attorney could join us so he could receive direction from our group to finalize a draft of the lease.

The BMSHP, the Simon 501 c 3 non-profit, would like for the City to operate the facility during the tax credit phase and hopefully convince the City to own it once the building is debt free. The ownership discussion will take place at a later time. The BMSHP wants the City in operational control of the facility. They want to continue to focus on fund raising for the existing facility and the finish out of the meeting rooms in the former Kugel building next door.

It is not uncommon for cities to own and operate convention, conference or civic centers. They serve as venues for attracting visitors to the community for conferences and other functions.

State laws governing the use of hotel motel taxes even give cities the ability to use hotel motel taxes to help finance the construction and operation of conference centers. In this case, the Simon Center's cost to renovate has already been address and accomplished by the Simon non-profit and their financial contributors.

Because of reliance on HOT taxes, the programming emphasis of the facility should be to generate midweek conference bookings. That is also the feedback we receive from lodging partners regarding when they need a boost in their bookings.

The Barnhill Center at the Historic Simon is a facility that can be an economic generator for the community and specifically for downtown. We think that such a facility can be helpful in luring additional lodging facilities to the downtown area. Brenham is centrally located to several major population centers in Texas and can be a draw for additional tourism and visitor stays.

We will continue to work with the Council's Tourism and Promotions Subcommittee to work out details of any recommendations to be made to the full Council on these topics. That also includes the convention and visitors bureau contract with the Chamber, HOT funding for city departments, and evaluation of whether to establish a tourism board.

Wende has reached out to Page and her team at the CVB to coordinate our work in the Simon since they are tenants of the building and have staff there. They have talked about the need to collaborate as we become the operators of the facility.

Details of the transition from operations by the non-profit to City operation beginning on January 1, 2017 can still be accomplished after approval of the lease.



MEMORANDUM

TO: Mayor and City Council
FROM: Wende Ragonis
SUBJECT: Barnhill Center Proposed Lease
DATE: December 9, 2016

The Community Services Division has been tasked with oversight of the Barnhill Center at the Historic Simon Theatre once an operating and lease agreement is executed between SIMON THEATER MASTER TENANT, LLC a holding of Brenham Main Street Historic Perseveration, Inc. (BMSHP) and the City of Brenham. This memo provides background information of activities to date and summarizes the lease agreement responsibilities.

Background: In 2014, the Chairman of Brenham Main Street Historic Perseveration, Inc. Hal Moorman spoke with Council at the June 5, 2014 Council meeting about the possible long term ownership and operation of the Barnhill Center at the Historic Simon Theater. This presentation initiated the City's evaluation of the possible ownership and/or operation of the Barnhill Center. To lead the City's evaluation efforts, a sub-committee of Council members including the Mayor was established. Council approved \$81,000 of HOT funding at the December 17, 2015 Council meeting which was allocated to the marketing and promotion efforts of the Barnhill Center. In addition to those funds, Council approved \$92,000 of HOT funding during the FY17 budget process. City Council adopted the FY17 budget at the September 12, 2016 Council meeting.

Once Council approved the initial HOT fund allocation of \$81,000, the Tourism and Promotion Sub-committee of Council and BMSHP representatives began working on a Memo of Understanding (MOU) between the two organizations. The MOU was executed May 4, 2016. This memo detailed the use of the allocated funds and City resources for the purposes of marketing and promoting the Barnhill Center as a conference center destination. On October 1, 2016 the City engaged a tourism industry expert to aid and assist the City with the marketing and promotion efforts of the Barnhill Center specifically related to mid-week conference activities. With the start of budget year FY17, allocated resources are in place to begin the operations of the Barnhill Center on January 1, 2017.

Budget: The budgeted revenues and expenditures of allocated funds are shown in the attached table below.

Barnhill Center - Conference Center				
Revenues		FY16		FY17
Cultural Arts Programming				
	Movies			\$ 2,100
	Concerts			\$ 6,500
	Performances / Speakers			\$ 2,000
	Cultural Arts Total Revenue			\$ 10,600
Facility Rental				
	Conferences			\$ 1,700
	Government /Non-Profit			\$ 1,700
	Weddings			\$ 6,000
	Facility Rental Total Revenue			\$ 9,400
Total Operating Revenues				\$ 20,000
HOT				
	FY16 - MOU - Promote	\$ 20,000		\$ 61,000
	Marketing Materials			
	Advertising			
	Meeting Planner Familiarization Tours			
	Sales/ Marketing/ Meeting and Event Management			
	FY17 - Barnhill Center Operations			\$ 92,000
	BMSHP Lease Payment			
	Utilities			
	CVB Cleaning Service			
	Facility Supplies			
	Facility Audio Visual Support			
	Staffing			
Total HOT Fund Revenues				\$ 153,000
Total Barnhill Center Revenue		\$ 20,000		\$ 173,000
Expenditures		FY16		FY17
Cultural Arts Programming				
	Movies			\$ 1,920
	Concerts			\$ 7,290
	Performances / Speakers			\$ 2,790
	Cultural Arts Total Expense			\$ 12,000
Facility Rental				
	Conferences			\$ 2,150
	Government /Non-Profit			\$ 2,150
	Weddings			\$ 3,700
	Facility Rental Total Expense			\$ 8,000
Total Operating Expenditures				\$ 20,000
HOT Fund				
	FY16 - MOU - Promote			
	Marketing Materials	\$ 1,160		\$ 6,340
	Advertising	\$ 3,000		\$ 17,000
	Meeting Planner Familiarization Tours	\$ -		\$ 8,500
	Sales/ Marketing/ Meeting and Event Management	\$ -		\$ 45,000
	FY16 - MOU - Promote Total Expense	\$ 4,160		\$ 76,840
	FY17 - Barnhill Center Operations			
	BMSHP Lease Payment			\$ 38,551
	<i>Annual Payments</i>			
	Fire Monitoring & Inspection	\$ 806		
	Security Alarm	\$ 438		
	Elevator Maintenance	\$ 3,564		
	National Historic Trust Insurance	\$ 21,425		
	Total Annual Payments	\$ 26,233		
	<i>Monthly Payments Jan.1 - Sept 30.</i>			
	Pest Control	\$ 450		
	Facility Usage Fee	\$ 5,400		
	AT&T Phone	\$ 6,468		
	Total Monthly Payments	\$ 12,318		
	Utilities			\$ 20,000
	CVB Cleaning Service			\$ 6,600
	Facility Supplies			\$ 500
	Facility Audio Visual Support			\$ 13,000
	Staffing			\$ 10,500
	FY17 - Barnhill Center Operations Total Expense			\$ 89,151
Total HOT Fund Expenditures		\$ 4,160		\$ 165,991
	Contingency			\$ 2,849
Total Barnhill Center Expenditures		\$ 4,160		\$ 188,840
Net Revenues			\$ 15,840	\$ (15,840)

Lease Agreement Responsibilities: Based upon much discussion with and guidance from the Tourism and Promotion Sub-Committee of Council, staff and outside industry experts, the City of Brenham is prepared to operate the Barnhill Center at the Historic Simon Theatre as a conference and cultural arts destination. Due to the complex nature of the State and Federal Tax Credit programs utilized in the multi-year restoration of the facility, the City of Brenham is not eligible to consider outright ownership of the facility until 2020. Given this fact, it is the intent of BMSHP and the City of Brenham to enter into an agreement whereas the City of Brenham is the sole operator of the Barnhill Center facility. If approved by Council, this agreement will be effective from January 1, 2017 until September 30, 2017. During this nine (9) month term, the City will deliberately and thoroughly evaluate and consider the impact to City resources for operating this type of facility. At the end of the lease term, City staff should have a better understanding of resources required to adequately operate the facility as a conference center and cultural arts destination.

The lease agreement includes a payment of \$38,551 to be paid by the City to BMSHP. This payment includes \$21,425 for insurance coverage from National Trust Insurance Services, LLC which is a subsidiary of the National Trust for Historic Preservation and a base rent amount of \$17,126 to be utilized by BMSHP to pay certain expenses related to the facility including a \$5,400 facility usage charge. The City is accepting the facility “as is” and will have responsibility for maintenance and repairs including the audio visual equipment. There is \$13,000 budgeted for the maintenance of audio visual systems in the facility and \$2,849 set aside as contingency that can be utilized for unexpected minor repairs. The City will pay for utility services necessary to operate the facility as a conference center and cultural arts destination. The services include water, electric, sanitary sewer, trash collection, and gas. BMSHP will maintain and repair if needed the roof, foundation and structural soundness of the overall facility as outlined in the lease document.

The operation of all facility events will be scheduled and overseen by the City. BMSHP will have the opportunity to utilize the facility up to six (6) times each year with approval from the City. The purpose of these events will be for fundraising to complete the unfinished ballroom space and pay any debt service related to the facility. BMSHP will work closely with the Community Services Director, Wende Ragonis, and her team to ensure availability and that no scheduling or programming conflicts arise especially as it relates to City sponsored events in the downtown area.

Closing: Given the current allocation of resources, the City will look to Main Street, the CVB and other partners in the community to effectively program events in the facility. The purpose of programmed events will be to augment existing activities in the community and bring new visitors to the area through the promotion of mid-week conference events. The City of Brenham has scheduled a Tourism Exchange event to gather feedback from industry stakeholders such as downtown business and building owners and the hospitality industry partners. The City is focusing on the following tourism activities: 1) sports tourism, 2) the downtown district including events and festivals and 3) the Barnhill Center programming. Staff hopes to compile and use the data collected at this event to develop programming which stimulates the tourism economy in these areas.

LEASE AGREEMENT

Date: _____, 2016

Landlord: SIMON THEATER MASTER TENANT, LLC, a Texas limited liability company

Landlord's Address: Attention: R. Hal Moorman and Donna Cummins
P.O. Box 2006
Brenham, Texas 77834-2006

With a copy to:
R. Hal Moorman
P.O. Box 1808
Brenham, TX 77834-1808

Tenant: CITY OF BRENHAM, a Texas home rule municipal corporation

Tenant's Address: Attention: City Manager
P.O. Box 1059
Brenham, Texas 77834-1059

With a copy to:
Cary L. Bovey
Law Office of Cary L. Bovey, PLLC
2251 Double Creek Dr., Suite 204
Round Rock, TX 78664

Premises: Improved property ("Property") known as The Barnhill Center, located at 111 West Main Street in Brenham, Texas, and more particularly described in **Exhibit "A"** attached hereto and incorporated herein for all purposes.

Term (months): "Initial Term" of nine (9) months commencing on January 1, 2017 and terminating on September 30, 2017 unless this Lease is otherwise terminated earlier as provided herein. Thereafter, this Lease shall automatically renew each year on October 1 each year for successive twelve (12) month terms unless either party provides written notice of non-renewal at least sixty (60) days prior to the termination of the then current term, or unless this Lease is otherwise terminated as provided herein.

Deleted: twelve

Deleted: 12

Deleted: T

Deleted: the anniversary of the Commencement Date

Commencement Date: January 1, 2017

Deleted: _____, 20__

Termination Date: September 30, 2017

Deleted: _____, 20__

Base Rent (annually): \$17,126.00 - The Base Rent paid by the Tenant shall be utilized by the Landlord to pay certain expenses related to the Premises, including but not limited to alarm system and monitoring services (\$438.00 - 12 month contract), pest control services (\$450.00 - 9 months of service), fire alarm monitoring (\$456.00 - 12 month contract), fire inspection fee

Deleted: _____

(\$350.00 – annual inspection fee), elevator inspection and maintenance services (\$3,564.00 – 12 month contract), and telephone communication service provider charges (\$6,468.00 - 9 months of service). The Base Rent also includes Tenant's payment of a facility use charge to the Landlord in the amount of \$5,400.00 for the term of this Lease. The Base Rent shall be reduced by the cost savings accruing to the Landlord associated with any maintenance agreement, service or other obligation of the Landlord that the Tenant assumes and begins paying for or providing directly to the Premises during the term of this Lease. The cost savings accruing to the Landlord shall be reimbursed and paid to the Tenant within thirty (30) after the date on which the maintenance agreement, service or other obligation of the Landlord is assumed by, paid for, or provided directly to the Premises by the Tenant.

Security Deposit: None

Permitted Use: During the Term, Tenant may use the Property, Building and any Improvements (collectively the "Premises") constructed on the Property for general business and recreational use of the Premises, including but not limited to operating, renting, subleasing, licensing and promoting the Premises as a facility for conferences, concerts, weddings, and other events ("Permitted Use").

Tenant's Insurance: As required by Insurance Addendum attached hereto as **Exhibit "B"** and incorporated herein for all purposes.

Landlord's Insurance: As required by Insurance Addendum attached hereto as **Exhibit "B"** and incorporated herein for all purposes.

A. Definitions

A.1. "Agent" means agents, contractors, employees, volunteers, licensees, and, to the extent under the control of the principal, invitees.

A.2. "Injury" means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

A.3. "Lienholder" means the holder of a deed of trust covering the Premises.

A.4. "Operating Expenses" means certain expenses as expressly set forth in this section A.4, including real property taxes and insurance, that Landlord pays in connection with the ownership of the Premises, except principal and interest on any debt, expenditures classified as capital expenditures for federal income tax purposes, and expenses for which Tenant is required to reimburse Landlord. Operating Expenses shall consist of the following:

A.4.a. Any and all taxes levied or assessed by any governmental authority against any personal property in or on the Premises or arising from the use of the Premises by Tenant during the Term of this Lease, including without limitation license fees, sales and use taxes, income taxes, and franchise taxes.

Comment [c1]: The property is currently tax exempt, and should continue to be tax exempt based on the City's use of the property. Update: On 11/22/16 I spoke with Willy Dilworth, WCAD, via telephone, and he concurred that the tax exempt status should not change if the City leases the property and operates it as a conference center/event center. He said he would look at it and let me know if he came to a different conclusion.

A.4.b. All real estate taxes (as defined below) that are assessed or imposed on the Premises (including the land comprising the Premises and all improvements situated on it) or that arise from the use of it by Tenant during this Lease by any taxing authority having jurisdiction over the Premises. Real estate taxes, as referred to in this Lease, are all taxes, assessments (including without limitation all assessments for public improvements or benefits, whether or not commenced or completed before the date of this Lease, and whether or not to be completed within the Term of this Lease), excises, levies, license fees, permit fees, inspection fees, and other authorization fees and other charges, in every case whether general or special, ordinary or extraordinary, foreseen or unforeseen, of every character (including all interest and penalties) that may be assessed at any time and applicable to the Lease terms or imposed in respect of any lien on all or any part of the Premises, and any estate, right, or interest in the Premises, excluding any income or excess profits tax of Landlord determined on the basis of Landlord's general income or revenues.

A.4.c. Property insurance and other insurance coverage as described in the Insurance Addendum attached hereto as **Exhibit "B"** and incorporated herein for all purposes.

A.5. "Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

B. Tenant's Obligations

B.1. Tenant agrees to -

B.1.a. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

B.1.b. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.

B.1.c. Obey (i) all laws relating to Tenant's use, maintenance of the condition, and occupancy of the Premises; and (ii) the rules and regulations for the Premises adopted by Landlord.

B.1.d. Pay annually, on or before the Commencement Date, and each anniversary thereof that this Lease is in effect, the Base Rent to Landlord at Landlord's Address.

B.1.e. Pay a late charge of five percent (5%) of any Rent not received by Landlord by the thirtieth (30th) day after it is due. Only one (1) late charge shall be due for each late payment. A late charge shall not be construed as limitation upon Landlord's other rights and remedies in the event of Tenant's failure to timely pay Rent.

B.1.f. Obtain and pay for all utility services used by Tenant. Tenant will pay or cause to be paid promptly when due all charges for water, electricity, gas, sanitary sewer, trash collection, or any other utility services furnished to the Premises, if any, and costs necessary to bring any utilities to the Premises. Tenant expressly agrees that Landlord is not, nor will be, required to furnish to Tenant any water, sewer, gas, heat, electricity, light, power, or any other utility

Deleted: telephone,

services of any kind.

B.1.g. Pay (i) annually, in advance, the estimated Operating Expenses and (ii) annually, any amount by which the actual Operating Expenses exceed the estimated Operating Expenses, within thirty days of receiving notice of such difference from the Landlord.

B.1.h. Continue to use the same or more stringent event rental policies set up by Landlord which are attached as **Exhibit "C."** Any change in the policies set by Landlord must be approved by Landlord in writing.

B.1.i. Pay for and have an Event Manager present at all times during events at the Premises; however, this obligation of the Tenant shall not apply to occasions when the Landlord is using the Premises pursuant to section D.3 of this Lease. Event rentals must purchase event insurance online (through a third-party provider) at a minimum of three days prior to an event.

B.1.j. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.

B.1.k. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted. Tenant will keep all audio-visual and lighting equipment situated on the Premises in good and clean order and condition and will promptly make all necessary or appropriate repairs, replacements, and renewals of such equipment. To the extent the audio-visual or lighting equipment is damaged or rendered inoperable in any manner by a party to this Lease, the party causing such damage or inoperability shall be responsible for the costs necessary for the repair or replacement of the audio-visual or lighting equipment. Landlord will maintain and pay for all maintenance agreements for elevator, pest control, fire alarm, fire and security monitoring, and fire and elevator inspection; the parties hereto acknowledge and agree that the amount of funds required by Landlord to pay said maintenance agreement expenses are included in the Base Rent payable to by Tenant to Landlord pursuant to this Lease.

Deleted: Tenant

Deleted: and security

B.1.l. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

B.1.m. If requested, deliver to Landlord a financing statement perfecting the security interest created by this lease.

B.1.n. Vacate the Premises and return all keys to the Premises on the last day of the Term.

B.1.o. On request, execute an estoppel certificate that states the Commencement Date and Termination Date of the lease, identifies any amendments to the lease, describes any rights to extend the Term or purchase rights, lists defaults by Landlord, and provides any other information reasonably requested.

B.1.p. TO THE EXTENT ALLOWED BY LAW, INDEMNIFY, DEFEND, AND

HOLD LANDLORD AND LIENHOLDER, AND THEIR RESPECTIVE AGENTS, HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES, BUT ONLY TO THE EXTENT SUCH INJURY IS CAUSED BY TENANT'S NEGLIGENCE OR WILLFUL MISCONDUCT. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF TENANT'S INSURANCE, (ii) WILL SURVIVE THE END OF THE TERM, AND (iii) WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR LIENHOLDER, AND THEIR RESPECTIVE AGENTS.**

B.2. Tenant agrees not to -

- B.2.a.* Use the Premises for any purpose other than the Permitted Use.
- B.2.b.* Create a nuisance.
- B.2.c.* Permit any waste.
- B.2.d.* Use the Premises in any way that would void insurance on the Premises.
- B.2.e.* Change Landlord's lock system except as approved by Landlord.
- B.2.f.* Alter the Premises without written authorization from the Landlord.
- B.2.g.* Allow a lien to be placed on the Premises.
- B.2.h.* Assign this lease or sublease any portion of the Premises without Landlord's written consent.
- B.2.i.* Attach any permanent signage to the Premises without written permission of Landlord.

C. Landlord's Obligations

C.1. Landlord agrees to -

C.1.a. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

C.1.b. Obey all laws relating to Landlord's operation of the Premises.

C.1.c. Repair, replace, and maintain the (i) roof, (ii) foundation, (iii) structural soundness of the exterior and interior walls, doors, corridors, flooring and windows, and (iv) other structures or equipment/machinery fixtures serving the Premises, except to the extent that

damage to the same is caused by Tenant or Tenant's employees, agents, or invitees.

C.1.d. Provide Tenant promptly after receipt of a written request from Tenant with a reconciliation of the actual Operating Expenses incurred by Landlord during the preceding lease year and the estimated Operating Expenses paid by Tenant for the same period and reimburse Tenant for the amount of any estimated Operating Expenses paid by Tenant in excess of the actual Operating Expenses for the preceding lease year.

C.1.e. Continue with and pay for the current AT&T telephone accounts until September 30, 2017 while an evaluation can be conducted by Tenant to connect with the telephone communications system installed at the Premises. After the system evaluation by the Tenant, if the Tenant determines it is able to successfully connect its telephone communications system with the telephone communications system installed at the Premises, and the Landlord and Tenant mutually agree that the Tenant will assume and begin providing its own telephone communications services directly to the Premises prior to September 30, 2017, the Landlord shall terminate the appropriate AT&T telephone accounts no longer needed to provide telephone communications service to the Premises.

Deleted: the end of 2016

C.1.f. Contract to do the concessions at all events at the Premises. Debbie Genz Bartender Company (or one determined by Landlord) is the required vendor company. The Bullock Ballroom and private event rentals will pay for the bartender fees and will buy all wine and beer through Landlord. For public auditorium events, Landlord will provide bartenders, staff and/or volunteers to handle concessions. Landlord will receive all of the income from the concessions.

C.1.g. Carry out and provide sufficient personnel for all previous event contracts made by Landlord, including concerts and events.

C.1.h. TO THE EXTENT ALLOWED BY LAW, INDEMNIFY, DEFEND, AND HOLD TENANT HARMLESS FROM ANY INJURY AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS, OCCURRING IN ANY PORTION OF THE PREMISES, BUT ONLY TO THE EXTENT SUCH INJURY IS CAUSED BY LANDLORD'S OR LIENHOLDER'S NEGLIGENCE OR WILLFUL MISCONDUCT. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF LANDLORD'S INSURANCE, (ii) WILL SURVIVE THE END OF THE TERM, AND (iii) WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT.**

C.2. Landlord agrees not to -

C.2.a. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

D. General Provisions

Landlord and Tenant agree to the following:

D.1. Alterations. Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

D.2. Abatement. Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.

D.3. Landlord's Occupancy. Subject to the scheduling approval of the Tenant and availability of the Premises, Landlord will be permitted to use the Premises up to six (6) times each year for any fundraising events and at other times for meetings of the Brenham Main Street Historical Preservation, Inc. Board of Directors and Development Committee and to conduct small tours for fundraising. The Tenant shall endeavor in good faith to accommodate the Landlord's request to use the Premises pursuant to this section D.3 on a particular date; however, the Premises will not be made available for the Landlord's use on a particular date if another event has been booked on the Landlord's requested date, or the Tenant has in any manner (e.g. email, telephone, fax, in-person meeting, etc.) communicated with a potential user, even though the potential user has not booked the Premises, about the use of the Premises on a particular date or dates that conflict with the Landlord's requested date. The third floor small storage room, the lobby elevator small storage closet, and the annex concession storeroom will be used exclusively by Landlord for supplies and storage.

D.4. Insurance. Tenant and Landlord will maintain the respective insurance coverages described in the Insurance Addendum attached hereto as **Exhibit "B"** and incorporated herein for all purposes.

Deleted: 3

D.5. Release of Claims/Subrogation. LANDLORD AND TENANT RELEASE EACH OTHER AND LIENHOLDER, AND THEIR RESPECTIVE AGENTS, FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES OR BUILDING, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE BUILDING, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. IF APPLICABLE, THE PARTY CAUSING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER THE PROPERTY INSURANCE POLICY PROVIDING COVERAGE FOR THE DAMAGE OR LOSS. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH**

Deleted: 4

Deleted: INCURRING

Deleted: ITS

WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS.

D.5. Casualty/Total or Partial Destruction

D.5.a. If the Premises shall be damaged by fire, unavoidable accident, or other casualty covered by fire and extended coverage insurance and such damage is not caused by the act, or failure to act, of Tenant, its employees, agents, licensees, permittees, or invitees, then Landlord shall cause such damage to be repaired. If the Premises shall be rendered wholly untenable by reason of such occurrence, Landlord shall cause such damage to be repaired; provided, however, if the Premises cannot be repaired within ninety days, Landlord may, at its election, made within fifteen days following the occurrence of such damage or destruction, elect to terminate this Lease. In the event of such termination, rent shall be abated from and after such date of the damage or destruction. If Landlord does not terminate this Lease following damage or destruction of the Premises, Landlord shall commence and complete a restoration of the Premises within a reasonable time after such damage or destruction. Tenant agrees to give Landlord immediate notice of any damage to the Premises by fire, the elements, or any other casualty.

Landlord shall not be liable to Tenant for any loss or damage to any property of Tenant or of others located on the Premises, by theft or otherwise.

D.5.b. In case of damage or destruction, and if this Lease is not terminated pursuant to D.5.a, the rent shall be abated wholly or proportionately, as the case may be, until the damage shall be repaired and the Premises restored; provided, however, that if such damage or destruction is caused by Tenant, its agents, representatives, or employees, there shall be no abatement of rent.

D.6. Condemnation/Substantial or Partial Taking

D.6.a. If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.

D.6.b. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the Premises, and the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

D.6.c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

D.7. Uniform Commercial Code. Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the Premises. This lease is a security agreement under the Uniform Commercial Code. Landlord may file financing statements or continuation statements to perfect or continue the perfection of the security interest.

D.8. Default by Landlord/Events. Defaults by Landlord are failing to comply with any provision of this lease within ten days after written notice.

D.9. Default by Landlord/Tenant's Remedies. Tenant's remedies for Landlord's default are to sue for damages and terminate this lease.

D.10. Default by Tenant/Events. Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning the Premises or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b).

D.11. Default by Tenant/Landlord's Remedies. Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises and sue for Rent as it accrues; (b) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (c) enter the Premises and perform Tenant's obligations; and (d) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

D.12. Default/Waiver/Mitigation. It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.

D.14. Holdover. If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding-over by Tenant, whether with or without the consent of Landlord, will extend the Term.

D.16. Attorney's Fees. If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

D.17. Venue. Exclusive venue is in Washington County, Texas.

D.18. Entire Agreement. This lease, its exhibits, addenda and riders, are the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the Premises or the lease of the Premises by Landlord to Tenant, and Tenant is not relying on any statements or representations of any agent of Landlord, that are not in this lease and any exhibits, addenda, and riders.

D.19. Amendment of Lease. This lease may be amended only by an instrument in

writing signed by Landlord and Tenant.

D.20. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

D.21. Notices. Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

D.23. Abandoned Property. Landlord may retain, destroy, or dispose of any of Tenant's property left on the Premises at the end of the Term.

D.24. Subordination. Landlord subordinates its security interest and liens to purchase-money security interests in Tenant's personal property.

D.26. Advertisement of Premises. During the last sixty days of the Term, Landlord may place a sign on the Premises advertising the Premises for rent or sale.

EXECUTED as of _____, 20_____.

LANDLORD:

SIMON THEATER MASTER TENANT, LLC,
a Texas limited liability company

By: _____
Name: R. Hal Moorman
Title: President

TENANT:

THE CITY OF BRENHAM, TEXAS

By: _____
Name: Milton Y. Tate, Jr.
Title: Mayor

EXHIBIT A
Property Description

TRACT 1:

All that certain tract or parcel of land, lying and being situated in the City of Brenham, Washington County, Texas, and being designated in the Official City Map of Brenham, Texas as all of Lots 1, 2 and 3, Original Town Lot Number 21, Washington County, Texas, containing 8100 square feet of land, more or less, and being more fully described by metes and bounds on page 2 of this Exhibit "A" attached hereto and made a part hereof for all purposes pertinent.

Being the same property described in Deed dated June 25, 2003, executed by Hai Van Tran, by and through his Attorney-in-Fact, Tim Q. Tran, and Muoi Huynh Tran, by and through her Attorney-in-Fact, Tim Q. Tran, to Brenham Main Street Historical Preservation, Inc., a Texas Non-Profit Corporation, recorded in Volume 1082, Page 454, Official Records of Washington County, Texas.

TRACT 2:

All that certain tract or parcel of land, lying and being situated in the City of Brenham, Washington County, Texas, being all of Lot 1 and Lot 2 in the Division of Original Town Lot 22, containing 5348 square feet of land, more or less, and being more fully described by metes and bounds on page 3 of this Exhibit "A" attached hereto and made a part hereof for all purposes pertinent.

Being the same property described in Deed dated December 19, 2012, executed by Elisabeth Behrend Bennett, et al to Brenham Main Street Historical Preservation, Inc., a Texas Non-Profit Corporation, recorded in Volume 1422, Page 0071, Official Records of Washington County, Texas.

LICENSE AGREEMENT PARCEL:

Together with all of the rights and subject to all obligations created under a License Agreement between the City of Brenham, Texas (the "City") and Brenham Main Street Historical Preservation, Inc. ("BMSHP"), dated January 13, 2014, and recorded in Book 1474, age page 1011, Official Records of Washington County, Texas, and an Amendment to License Agreement between the City and BMSHP dated June 26, 2014, and recorded in Book 1474, Page 1017, Official Records of Washington County, Texas; reference to both of which said instruments being hereby made for all pertinent purposes.

EXHIBIT "A"

Blakley Land Surveying

4650 Wilhelm Lane
Burton, Texas 77335-5794

Telephone/Fax 979-289-3900

BRENHAM MAIN STREET HISTORICAL PRESERVATION, INC.
8100 SQ. FT. TRACT

ALL THAT TRACT OR PARCEL OF LAND containing 8100 Sq.Ft., situated in Washington County, Texas, being out of the A. Harrington Survey, Abstract No. 55, in the City of Brenham, being all of Lots 1, 2 and 3 of the Original Town Lot 21, and being the same tract described in that deed from Hai Van Tran, by and through his Attorney-In-Fact, Tim Q. Tran, and Mui Huynh Tran, by and through her Attorney-In-Fact, Tim Q. Tran to Brenham Main Street Historical Preservation, Inc. dated June 25, 2003, and recorded in Volume 1082, Page 454 of the Official Records of Washington County, Texas, said 8100 Sq.Ft. tract being more particularly described as follows:

BEGINNING at a point at building corner, lying at the intersection of the South margin of Main Street (public right-of-way) with the West margin of Douglas Street (public right-of-way), marking the Northeast corner of Lot 1 of Original Town Lot 21, and the Northeast corner of the herein described tract;

THENCE along the West margin of Douglas Street, with the East line of Original Town Lot 21, S 13deg 00min 00sec E, 90.00 ft., to a point at building corner, marking the Northeast corner of the Brenham Main Street Historical Preservation, Inc. tract (called Lot 1 and Lot 2 in the Division of Original Town Lot 22, Volume 1422, Page 0071, Official Records of Washington County, Texas), the Northeast corner of Lot 1 of Original Town Lot 22, the Southeast corner of Lot 3 of Original Town Lot 21, and the Southeast corner of the herein described tract;

THENCE departing the West margin of Douglas Street, along the North line of Lot 1 of Original Town Lot 22, with the South line of the herein described tract, S 77deg 00min 00sec W, 90.00 ft., to a point at building corner, lying in the East margin of a called 30 ft. alley ("Alamo Alley"), marking the Northwest corner of Lot 1 of Original Town Lot 22, the Northwest corner of the Brenham Main Street Historical Preservation, Inc. tract (called Lot 1 and Lot 2 in the Division of Original Town Lot 22), the Southwest corner of Lot 3 of Original Town Lot 21, and the Southwest corner of the herein described tract;

THENCE along the East margin of said 30 ft. alley, with the West line of Original Town Lot 21, N 13deg 00min 00sec W, 90.00 ft., to a point at building corner, lying in the South margin of the aforementioned Main Street, marking the Northeast corner of said 30 ft. alley, the Northwest corner of Lot 1 of Original Town Lot 21, and the Northwest corner of the herein described tract;

THENCE along the South margin of Main Street, with the North line of Original Town Lot 21, N 77deg 00min 00sec E, 90.00 ft., to the **PLACE OF BEGINNING** and containing 8100 Sq.Ft. of land.

June 24, 2014
W.O.#2014-2104


Michael J. Blakley
Registered Professional Land Surveyor No. 5935

Plat prepared and made a part of this description.

EXHIBIT "A"

Blakley Land Surveying

4650 Wilhelm Lane
Burton, Texas 77825-5794

Telephone/Fax 979-289-3900

BRENHAM MAIN STREET HISTORICAL PRESERVATION, INC.
5348 SQ. FT. TRACT

ALL THAT TRACT OR PARCEL OF LAND containing 5348 Sq.Ft., situated in Washington County, Texas, being out of the A. Harrington Survey, Abstract No. 53, in the City of Brenham, being all of Lots 1 and 2 of the Original Town Lot 22, and being the same tract described in that deed from Elisabeth Bohrend Bennett, et al to Brenham Main Street Historical Preservation, Inc. dated December 19, 2012, and recorded in Volume 1422, Page 0071 of the Official Records of Washington County, Texas, said 5348 Sq.Ft. tract being more particularly described as follows:

BEGINNING at a point at building corner, lying in the West margin of Douglas Street (public right-of-way), marking the Southeast corner of the Brenham Main Street Historical Preservation, Inc. tract (called Lots 1, 2 and 3 of the Original Town Lot 21, Volume 1082, Page 454, Official Records of Washington County, Texas), the Southeast corner of Lot 3 of Original Town Lot 21, the Northeast corner of Lot 1 of Original Town Lot 22, and the Northeast corner of the herein described tract;

THENCE along the West margin of Douglas Street, with a portion of the East line of Original Town Lot 22, S 19 deg 14 min 03 sec E, 59.53 ft., to a point at building corner, marking the Northeast corner of the Frederick C. P. Kugel called 2763 Sq.Ft. tract (Volume 260, Page 116, Deed Records of Washington County, Texas), the Northeast corner of Lot 3 of Original Town Lot 22, the Southeast corner of Lot 2 of Original Town Lot 22, and the Southeast corner of the herein described tract;

THENCE departing the West margin of Douglas Street, along the North line of said Kugel tract, with the South line of the herein described tract, S 77 deg 08 min 41 sec W, 90.03 ft., to a point at concrete wall, lying in the East margin of a called 30 ft. alley ("Alamo Alley"), marking the Northwest corner of said Kugel tract, the Northwest corner of Lot 3 of Original Town Lot 22, the Southwest corner of Lot 2 of Original Town Lot 22, and the Southwest corner of the herein described tract;

THENCE along the East margin of said 30 ft. alley, with a portion of the West line of Original Town Lot 22, N 13 deg 12 min 23 sec W, 59.30 ft., to a point at building corner, marking the Southwest corner of the aforementioned Brenham Main Street Historical Preservation, Inc. tract (called Lots 1, 2 and 3 of the Original Town Lot 21), the Southwest corner of Lot 3 of Original Town Lot 21, the Northwest corner of Lot 1 of Original Town Lot 22, and the Northwest corner of the herein described tract;

THENCE departing said alley, with the South line of Lot 3 of Original Town Lot 21, and with the North line of Lot 1 of Original Town Lot 22, N 77 deg 00 min 00 sec E, 90.00 ft., to the PLACE OF BEGINNING and containing 5348 Sq.Ft. of land.

June 24, 2014
W.O.#2014-2104


Michael J. Blakley
Registered Professional Land Surveyor No. 5935

That prepared and made a part of this description.

EXHIBIT "B"

Insurance Addendum to Lease

Lease

Date: _____, 2016

Landlord: SIMON THEATER MASTER TENANT, LLC, a Texas limited liability company
Attention: R. Hal Moorman and Donna Cummins
P.O. Box 2006
Brenham, Texas 77834-2006

Tenant: CITY OF BRENHAM, a Texas home rule municipal corporation
Attention: City Manager
P.O. Box 1059
Brenham, Texas 77834-1059

This insurance addendum is part of the Lease. Notwithstanding any other provision of ~~the~~ Lease or any exhibit ~~thereto~~, the Tenant's insurance coverage requirements may be satisfied by Tenant's participation in a risk pool comprised of political subdivisions.

Deleted: this

A. At all times during the Term, Tenant agrees to -

1. Maintain the following coverages:

- a. Commercial property insurance written on a causes of loss - special form (known as "all risks" form) covering Tenant's personal property, fixtures, and leasehold improvements in the Premises, and naming Landlord as "Building Owner Loss Payable."
- b. If Tenant is utilizing the Premises for commercial purposes and Improvements are present on the Premises, Tenant will, at its sole cost and expense, maintain boiler and machinery/equipment breakdown insurance as may be required by law.
- c. Commercial general liability insurance written on an occurrence basis, including contractual liability, covering Tenant's operations within the Premises, naming Landlord, and Landlord's Lienholder, if any, as "additional insured," and having limits of not less than \$3,000,000 each occurrence and \$3,000,000 general aggregate.
- d. Worker's compensation insurance in the statutory amount and employer's liability insurance having limits of not less than \$500,000 each accident

Comment [c1]: Because the City procures its coverage through TML-IRP, a risk pool comprised of political subdivisions, and the property owner is not a political subdivision, the risk pool is unable to list the Landlord as an additional insured. However, according to TML-IRP this can be addressed through an EL 217 – Indemnification Under Contract endorsement. Hal, I have raised your concern about governmental immunity with TML-IRP, and will let you know of TML-IRP's response.

for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 bodily injury by disease for entire policy.

B. At all times during the Term, Landlord agrees to maintain -

1. Current Insurance. Landlord will maintain and pay for the insurance policy and coverages described in **Exhibit "D"** attached to this Lease and made a part hereof for all purposes. Tenant will reimburse Landlord for actual annual premium costs of the insurance coverages (including historic replacement cost coverage) described in Exhibit "D", and such annual reimbursement amount to be paid by Tenant shall not exceed \$21,425.00.

Deleted: property

Deleted: 18,000.00

C. Landlord and Tenant agree that -

1. The commercial general liability insurance will be primary to the maintaining party and not contributory to any similar insurance carried by the other party and will contain a severability-of-interest clause.

2. Any insurance proceeds received on account of casualty loss to or of the Improvements will be used for the purpose of defraying the cost of rebuilding or repairing the Improvements or erecting new improvements in replacement equal to the total fair market value of the repaired or replaced Improvements immediately before the casualty loss, and for the purpose of paying to Landlord any excess remaining after the work of building, rebuilding, or repairing is substantially completed. However, Landlord's duty to repair, restore, and replace the Improvements will be waived if Landlord and Tenant mutually agree in writing to waive Landlord's restoration duty.

Deleted: deposited in a joint account with Landlord and Tenant and advanced

All proceeds from the Landlord's property insurance received by Landlord will be made available to Landlord for the construction, reconstruction, or repair, as the case may be, of the Improvements or any part of them damaged or destroyed by fire or other casualty. The holder of the insurance proceeds will pay out, from time to time, on the estimates of Landlord's architect or other advisor, all reasonable amounts incurred or paid by Landlord for the construction, reconstruction, or repair. Restoration or replacement of the Improvements will be such that the constructed, reconstructed, or repaired Improvements will have a fair market value at least equal to the fair market value of the Improvements as they existed immediately before the casualty. If restoration of the Improvements is required under this Lease, Landlord must begin the construction, reconstruction, or repair of the Improvements within thirty (30) days after receipt of the property insurance proceeds, and Landlord will prosecute the work with diligence to completion at the earliest practicable date, taking into account the nature and extent of the work to be performed. If Landlord does not begin repairs or complete the work within thirty (30) days after receipt of the property insurance proceeds, Tenant may (a) terminate this Lease and retain as liquidated damages, and not as a penalty, all insurance money not previously disbursed as provided above or (b) undertake the work in Landlord's stead.

Deleted: or Tenant

If the proceeds from the property insurance are insufficient to cover the cost of the construction, reconstruction, or repair of the Improvements, Landlord will, at Landlord's election, either (a) rebuild the Improvements with Landlord's funds or (b) restore the Premises to

the condition the Premises was in as of the Commencement Date. However, Landlord's duty to repair, restore, and replace the Improvements will be waived if Landlord and Tenant mutually agree in writing to waive Landlord's restoration duty.

3. Landlord and Tenant's obligations to maintain insurance under this Lease may be satisfied by appropriate amendment, rider, or endorsement on any blanket policy or policies carried by Landlord and Tenant. Landlord and Tenant will obtain the type and limits of coverage provided in this Lease by companies licensed to do business in Texas and having a Best's Insurance Guide rating of at least "A+". Insurance policies of Tenant will name Landlord as an additional insured via additional insured endorsements that are acceptable to Landlord. The insurance policies will also contain endorsements that the insurance may not be canceled or the limits of coverage reduced except on ten (10) days' written notice to Landlord. Each party will annually deliver to the other party policies of insurance evidencing the party's compliance with its obligations to maintain insurance under this Lease before the expiration of the insurance policies.

Comment [c2]: See comment above. Also, the Landlord would not listed as an additional insured on any worker's comp coverage.

4. All insurance policies obtained by Landlord and Tenant under this Lease will provide for waiver of subrogation for any loss or damage insured against unless it is demonstrated that the waiver cannot be obtained.

5. If Landlord or Tenant does not maintain the insurance required under this Lease or fails to carry any insurance required by law, Landlord or Tenant, as applicable, may, but will not be obligated to, at any time and from time to time, procure the required insurance and pay the premiums. If Landlord or Tenant procures and pays the premiums on the required insurance the other party will, immediately on demand by Landlord or Tenant for payment, repay to the Landlord or Tenant all premiums paid by Landlord or Tenant together with interest at the per annum rate of ten percent (10%) from the date Landlord or Tenant makes payment to the date of other party's reimbursement.

Exhibit D

Risk Management and Insurance Proposal

for

**Brenham Main Street Historic Preservation, Inc
Simon Theater Landlord, LLC
Simon Theater Master Tenant, LLC
Simon Theater Manager, LLC**

Policy Term: 9/16/2016-17

Presented By:

Kevin Sullivan, MBA, CIC

**National Trust Insurance Services
MDP Programs**

33 South Gay Street, 3rd Floor
Baltimore, MD. 21202
866.269.0944

www.nationaltrust-insurance.org



**National Trust
Insurance Services, LLC**
a subsidiary of
National Trust for Historic Preservation

MDP
Insurance Since 1875

Exhibit "C"



**National Trust
Insurance Services, LLC**
a subsidiary of
National Trust for Historic Preservation

Report Summary

Premium Summary

Coverage	Effective	Carrier	Premium
Property*	9/16/16-17	Hanover	16,096
General Liability	9/16/16-17	Hanover	1,341
Auto (Hired & Non-Owned)	9/16/16-17	Hanover	Included in GL
Workers' Compensation	9/16/16-17	Hanover	313
Umbrella Liability**	9/16/16-17	Great American	2,255
Volunteer Accident	9/16/16-17	US Fire (via Allen J Flood)	199
Directors & Officers Liability**	9/16/16-17	Great American	1,221
TOTAL			\$21,425

*Property written on an Historic Replacement Cost basis. See Definition in Appendix.

**Umbrella Liability extends over D&O Liability as well. Thus, your \$1m D&O limit is actually \$4m (\$1m D&O + \$3m Umbrella)



AGENDA ITEM 8

DATE OF MEETING: December 15, 2016	DATE SUBMITTED: December 9, 2016
DEPT. OF ORIGIN: Community Services	SUBMITTED BY: Wende Ragonis
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☒ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-16-034 Adopting a New Fee Schedule for the City of Brenham's Parks and Recreation Department	
SUMMARY STATEMENT: The City of Brenham publishes a Parks and Recreation Guide for visitors and residents as a reference for the City's recreational community services offerings. While many of the Parks and Recreation amenities and programs are offered to the public at no cost, there are fees for services such as: facility rentals, admission to the BBAC, swim lessons and classes and other recreational programming. At the August 10, 2016 Parks Advisory Board meeting, staff review the current Parks and Recreation rate schedule with the Board. The Blue Bell Aquatic staff presented modifications to the BBAC rates. Those rates were discussed and approved by the Parks Advisory Board and are reflected in the attached Parks and Recreation 2017 Rate Schedule. If approved by Council, these rates will be published in the 2017 Parks and Recreation Guide.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference): N/A	
ATTACHMENTS: (1) Resolution No. R-16-034	
FUNDING SOURCE (Where Applicable):	
RECOMMENDED ACTION: Approve Resolution No. R-16-034 adopting a new fee schedule for the City of Brenham's Parks and Recreation Department	
APPROVALS: Terry K. Roberts	

RESOLUTION NO. R-16-034

A RESOLUTUION OF THE CITY OF BRENHAM, TEXAS ADOPTING A NEW FEE SCHEDULE FOR THE CITY OF BRENHAM'S PARKS AND RECREATION

WHEREAS, Chapter 19, Parks and Recreation, of the Code of Ordinances authorizes the City Council to adopt fees for all parks and recreation activities; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNIL OF THE CITY OF BRENHAM TEXAS AS FOLLOWS:

The City Council hereby adopts the 2017 Parks and Recreation Schedule of Rates, to be effective January 1, 2017 and attached hereto as Exhibit A fee schedule for park facilities and recreation programs.

PASSED and **APPROVED** on the 15th day of December, 2016.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit A

2017 Parks and Recreation Schedule of Rates

Facility Rentals

	Half day	Whole day
All Sports Building		\$125
Fireman's Kitchen	\$65	\$90
with Finke Pavilion		\$300
Fireman's Rock Room	\$45	\$60
Henderson Kitchen	\$45	\$60
Jackson Street Kitchen	\$45	\$60
Amphitheatre	\$75	\$125

Half days are 7am - 2pm or 3pm - 10pm

Whole days are 7am - 10pm

All rentals require a \$100 deposit

Field Rentals

Baseball/Softball Fields	
Resident	\$50
Non-resident	\$100
Fireman's Field	\$150
Additional Field Prep	\$25/prep

Multipurpose/Athletic Fields	
Resident	\$40
Non-resident	\$75
Rankin Field	\$150

Above listed prices are per field per day.
Fields require a \$50 deposit per field.
Prices include initial field prep and lighting.

Blue Bell Aquatic Center

Daily Admission	Non-Summer	Summer
Children 3 & under	\$4.00	\$5.00
	\$2.00	\$3.00
Individual	Annual	Monthly
+Aerobic Pass	\$250	\$35
	\$200	\$65
Seniors (55+)	\$200	\$25
+Aerobic Pass	\$55	
Family	\$450	\$55
Single Add-On	\$150	\$18
Blinn Semester	\$100/semester	
15 Visit Card	\$60	\$75

*Family (max 6): Family consists of two adults and children in the same house.

Locker Rentals

	Large Locker	Small Locker
Year	\$150	\$100
Semester	\$65	\$45
Month	\$15	\$10

Private Party Rentals

Therapy	\$200
Competition	\$250
Outdoor Leisure	\$300
Other Party Rentals:	
Snack Pack	\$2.50 per person
Meal Pack	\$5.00 per person
Outside Tables	\$10 (2 hour rental)
Party Pavilion	\$20 per hour
Party Room	\$20 per hour

Programs

Water Works	\$20 + pool pass
AquaCARDIO	\$20 + pool pass
Adult Lap Swim Pass	\$10
Junior Guard	\$75
Swim Lessons	
-Spring & Fall	\$25
-Summer	\$25
-Summer 1 (1 week class)	\$50
-Summer 2 (2 week class)	\$75
Water Babies	\$25
Private Swim Lessons	\$70
Adult Swim Lessons	\$15/half hour
Lifeguard Training	\$200
Lifeguard Instructor	\$250
Lifeguard Recertification	\$100
Athletic Programs	\$35
Splash Splash Spring Break	\$5.00/week
Half day Summer Camp	\$125/week
Camp CASCADE	\$100





AGENDA ITEM 9

DATE OF MEETING: December 15, 2016	DATE SUBMITTED: December 9, 2016															
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Terry Roberts															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING														
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Recommendations for Appointments and/or Re-Appointments to Various City Advisory Boards																
SUMMARY STATEMENT: See attached memo from Terry Roberts.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):																
A. PROS:																
B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Memo from Terry Roberts; and (2) Summary pages for each board.																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: Approve the recommendations for appointments and/or re-appointments to various city advisory boards, as presented.																
APPROVALS: Milton Y. Tate, Jr.																



To: Mayor and City Council

From: Terry K. Roberts, City Manager 

Subject: Advisory Board Recommendations for 2017

Date: December 9, 2016

Under the City's policy for advisory board appointments, persons interested in serving must fill out an application of appointment. This includes current board members who are willing and interested in continuing their service.

According to the City's policy, the Mayor and City Manager are to review the board appointments and offer a recommendation to the City Council. Our recommendations are shown below:

Airport Advisory: The three incumbents who are eligible for reappointment have expressed a willingness to stay on the board and are recommended for reappointment. They are Michele Bright, Jerry LeGard and Pat Elliott.

Board of Adjustment: Two of the incumbents who are eligible for reappointment have expressed a willingness to stay on the board and are recommended for reappointment. They are Jon Hodde and Walt Schoenvogel. One vacancy still remains for the position vacated by Mike Haywood, who does not wish to seek reappointment. This appointment will be brought back to Council in January. The two incumbent alternates who are eligible for reappointment have also expressed a willingness to stay on the board and are recommended for reappointment. They are Richard Heiges and Jarvis Van Dyke.

Building Standards Commission: The two incumbents who are eligible for reappointment have expressed a willingness to stay on the board and are recommended for reappointment. They are Walt Edmonds and Stoney Lacina. One vacancy still remains for the position vacated by Johnny Andrade, who does not wish to seek reappointment. This appointment will be brought back to Council in January.

Brenham Community Development Corporation: The three incumbents who are eligible for reappointment have expressed a willingness to stay on the board and are recommended for reappointment. They are Jason Kiemsteadt, Bill Betts and John Hasskarl.

Brenham Housing Authority: There four incumbents who are eligible for reappointment have expressed a willingness to stay on the board and are recommended for reappointment. They are Richard Flammer, Gerald Calvert, Cory Flencher and Lillian Pollard.

Executive Director Vince Michel requested to expand the Brenham Housing Authority Board from seven to nine commissioners. This expansion is allowed by state statute (LGC §392.031). The City Council approved this expansion at its November 3, 2016 meeting

The following citizens have submitted applications to serve on the Board:

- Tieman Dipple III. Mr. Dipple is currently employed at the Brenham National Bank as President and CEO. He earned his Bachelor of Business Administration from Stephen F. Austin State University, his Master of Business Administration from Texas State University and attended the Southwestern Graduate School of Banking at Southern Methodist University. Mr. Dipple has been involved in many local community and civic groups. Most recently he is President of the Board of Directors of the Boys & Girls Club of Washington County and past Treasurer and current member of the Board of Directors of the Economic Development Foundation of Brenham.
- Kenneth Miller. Mr. Miller is currently self-employed as a consultant. He earned his Bachelor of Science in Mechanical Engineering at the University of Kansas. He has been involved in many community services including currently President of Central Washington County Water.

Hotel Occupancy Tax Board: Incumbent Al Patel has expressed an interest in continuing to serve and is being recommended for reappointment. Stephanie Wehring is not seeking reappointment. Incumbent Jim Rolewicz is a Washington County appointee. Mr. Rolewicz will not be reappointed. In addition to these two recently vacated positions, there are two vacant positions. These appointments will be brought back to Council in January.

Library Advisory Board: The Fortnightly Club re-appointed two incumbent members to the Board: Renee Mueller and Alana Winkelmann. The Fortnightly Club also appointed Marshia Foster to replace Deborah Ottsen. The City's appointment, Christy Van Dyke, has expressed a willingness to stay on the Board and is recommended for reappointment. The Council is also asked to confirm the Fortnightly appointments.

Main Street Board: The three incumbents who are eligible for reappointment have expressed a willingness to stay on the board and are recommended for reappointment. They are Margie Young, Jon Hill and Mark Schneider.

Parks and Recreation Advisory Board: Incumbents Delbert Boeker and Pam Hohlt are recommended for reappointment. Kenneth Goessler has resigned.

Citizen Ginger Bosse expressed an interest in serving on the Board. Ms. Bosse is currently employed as a CPA at Seidel Schroeder. She earned her Bachelor of Science in Agricultural Economics and MS Accounting at Texas A&M. Ms. Bosse has been involved in many community services including Washington County Heritage Society.

Ginger Bosse is being recommended for appointment to the Parks and Recreation Advisory Board.

Planning and Zoning Commission: The four incumbents have all expressed interest in continuing service on the Board and are recommended for reappointment: Walt Schoenvogel, Leroy Jefferson, Calvin Kossie and Lynette Sheffield.

This packet includes a recap of each board and their members for your review. If you have any questions, please contact the Mayor or me.

AIRPORT ADVISORY BOARD

Term of Office: Three Years

Meeting Schedule: As Needed

Responsible Staff Member: Lori Lakatos/Kim Hodde

Position	Board Member	Term Expiration
1	Brent Nedbalek	December, 2018
2	Michele Bright	December, 2016
3	Janet Hess	December, 2017
4	Bryan Butler	December, 2018
5	Jerry LeGard	December, 2016
6	Jon Hodde	December, 2017
7	Mark Whitehead	December, 2018
8	Pat Elliott	December, 2016
9	Eddie Van Dyke	December, 2017

P2: Michele Bright: Requested reappointment

P5: Jerry LeGard: Requested reappointment

P8: Pat Elliott: Requested reappointment

BOARD OF ADJUSTMENTS

Term of Office: Two Years

Meeting Schedule: Monthly, 2nd Monday @ 5:15 p.m.

Responsible Staff Member: Erik Smith

Position	Board Member	Term Expiration
1	MaLisa Hampton	December, 2017
2	Arlen Thielemann	December, 2017
3	Jon Hodde	December, 2016
4	Walt Schoenvogel	December, 2016
5	Mike Haywood	December, 2016

Position	Alternate Member	Term Expiration
A-1	Richard Heiges	December, 2016
A-2	Jarvis Van Dyke	December, 2016
A-3	Lynette Sheffield	December, 2017
A-4	John Pledger	December, 2017

P3: Jon Hodde: Requested reappointment

P4: Walt Schoenvogel: Requested reappointment

P5: Mike Haywood: Is not seeking reappointment

A-1: Jarvis VanDyke: Requested reappointment

A-2: Richard Heiges: Requested reappointment

BUILDING STANDARDS COMMISSION

Term of Office: Two Years

Meeting Schedule: Monthly, 2nd Monday @ 6:00 p.m.

Responsible Staff Member: Allen Jacobs/Sarah Hill

Position	Board Member	Term Expiration
1	Johnny Andrade	December, 2016
2	Walt Edmonds	December, 2016
3	Jason Kiemsteadt	December, 2017
4	Stoney Lacina	December, 2016
5	Lloyd Pieper	December, 2017

P1. Johnny Andrade: Is not seeking reappointment

P2: Walt Edmonds: Requested reappointment

P4. Stoney Lacina: Requested reappointment

BRENHAM COMMUNITY DEVELOPMENT CORPORATION

Term of Office: Two Years

Meeting Schedule: Quarterly; 3rd Thursday in Quarter @ 7:30 a.m.

Responsible Staff Member: Terry Roberts/Jeana Bellinger

Position	Board Member	Term Expiration
1	Atwood Kenjura	December, 2017
2	Darrell Blum	December, 2017
3	David Cone	December, 2017
4	Charles Moser	December, 2017
5	Jason Kiemsteadt	December, 2016
6	Bill Betts	December, 2016
7	John Hasskarl	December, 2016

P5. Jason Kiemsteadt: Requested reappointment

P6. Bill Betts: Requested reappointment

P7. John Hasskarl: Requested reappointment

BRENHAM HOUSING AUTHORITY BOARD

Term of Office: Two Years

Meeting Schedule: Monthly; 3rd Tuesday @ 5:30 p.m.

Responsible Staff Member: Vince Michel

Position	Board Member	Term Expiration
1	John Harris	December, 2017
2	Wanda Cooley	December, 2017
3	Ray Daugbjerg	December, 2017
4	Richard Flammer	December, 2016
5	Gerald Calvert	December, 2016
6	Cory Flencher	December, 2016
7	Lillian Pollard	December, 2016
8	Tieman Dippel	December, 2017
9	Ken Miller	December, 2017

P4. Richard Flammer: Requested reappointment

P5. Gerald Calvert: Requested reappointment

P6. Cory Flencher: Requested reappointment

P7. Lillian Pollard: Requested reappointment

P8 Tieman Dippel: New appointment; for a one (1) year term

P9. Ken Miller: New appointment; for a one (1) year term

BRENHAM-WASHINGTON COUNTY HOTEL OCCUPANCY TAX BOARD

Term of Office: Three Years

Meeting Schedule: Bi-monthly; 2nd Wednesday @ 10:00 a.m.

Staff Liaison: Jeana Bellinger

Position	Board Member	Expiration
1	<i>Vacant</i>	December, 2017
2	<i>Vacant</i>	December, 2017
3	Stacey Walters	December, 2017
4	Pamela Murski	December, 2017
5	Al Patel	December, 2016
6	Keith Hankins	December, 2017
7	Stephanie Wehring	December, 2016
8	Jim Rolewicz	December, 2016
9	Bob Cottle	December, 2017

P5. Al Patel: Requested reappointment

P7. Stephanie Wehring: Is not seeking reappointment

Washington County Appointment:

- *Jim Rolewicz: Will not be reappointed*

LIBRARY ADVISORY BOARD

Term of Office: Three Years

Meeting Schedule: As Needed

Responsible Staff Member: Wende Ragonis/Paula Shields

Position	Board Member	Nominating Entity	Term Expiration
1	Weldon Williams	City of Brenham	December, 2017
2	Keith Herring	City of Brenham	December, 2017
3	Meg Cone	City of Brenham	December, 2017
4	Christy Van Dyke	City of Brenham	December, 2016
5	Alana Winkelmann	Brenham Fortnightly	December, 2017
6	Marshia Foster	Brenham Fortnightly	December, 2016
7	Betty Fortner	Brenham Fortnightly	December, 2017
8	Jody Tyson	Brenham Fortnightly	December, 2017
9	Renee Mueller	Brenham Fortnightly	December, 2016

P4. Christy Van Dyke: Requested reappointment

P5. Alana Winkelmann: Fortnightly appointment

P6. Marshia Foster: New Fortnightly appointment

P9. Renee Mueller: Fortnightly reappointment

MAIN STREET BOARD

Term of Office: Three Years

Meeting Schedule: Monthly, 1st Monday @ 4:00 p.m.

Responsible Staff Member: Jennifer Eckermann

Position	Board Member	Expiration
1	Traci Pyle	December, 2018
2	Margie Young	December, 2016
3	Tiffany Morisak	December, 2017
4	Dr. Walter Jackson	December, 2018
5	Jon Hill	December, 2016
6	John Herman	December, 2017
7	Tommy Upchurch	December, 2018
8	Mark Schneider	December, 2016
9	Jim Moser	December, 2017
10	Susan Cantey	December, 2017
11	Connie Wilder	December, 2017

P2. Margie Young: Requested reappointment

P5. Jon Hill: Requested reappointment

P8. Mark Schneider: Requested reappointment

PARKS & RECREATION BOARD

Term of Office: Three Years

Meeting Schedule: Bi-monthly, 2nd Wednesday @ Noon

Responsible Staff Member: Wende Ragonis/Paula Shields

Position	Board Member	Term Expiration
1	Darron Smith	December, 2018
2	Kenneth Goessler	December, 2016
3	Bill Betts	December, 2017
4	Jim Baker	December, 2018
5	Delbert Boeker	December, 2016
6	Paula Buls	December, 2017
7	Robert Haberman	December, 2018
8	Pam Hohlt	December, 2016
9	Luis Mendoza	December, 2017

P2. Kenneth Goessler: Resigned

NEW APPOINTMENT: Ginger Bosse

P5. Delbert Boeker: Requested reappointment

P8. Pam Hohlt: Requested reappointment

PLANNING & ZONING COMMISSION

Term of Office: Two Years

Meeting Schedule: Monthly, 1st Monday @ 5:15 p.m.

Responsible Staff Member: Erik Smith

Position	Board Member	Term Expiration
1	Charlie Pyle	December, 2017
2	Walt Schoenvogel	December, 2016
3	Nancy Low	December, 2017
4	Leroy Jefferson	December, 2016
5	Deanna Alfred	December, 2017
6	Calvin Kossie	December, 2016
7	Lynette Scheffield	December, 2016

P2. Walt Schoenvogel: Requested reappointment

P4. Leroy Jefferson: Requested reappointment

P6. Calvin Kossie: Requested reappointment

P7. Lynette Sheffield: Requested reappointment



AGENDA ITEM 10

DATE OF MEETING: December 15, 2016	DATE SUBMITTED: December 8, 2016	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Terry Roberts	
MEETING TYPE: ☐ REGULAR ☐ SPECIAL ☒ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Section 551.074 – Texas Government Code – Deliberation Regarding Personnel Matters – Discussion Regarding the Appointment of a Brenham Municipal Court Presiding Judge and Associate Judge, Both for a Two Year Term Ending on December 31, 2018, and the Appointment of a City Prosecutor		
SUMMARY STATEMENT: To be discussed in Executive Session.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: None		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION:		
APPROVALS: Milton Y. Tate, Jr.		



AGENDA ITEM 11

DATE OF MEETING: December 15, 2016	DATE SUBMITTED: December 8, 2016															
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Terry Roberts															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☐ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☒ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☐ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☒ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
☐ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING														
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☒ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Section 551.074 – Texas Government Code – Deliberation Regarding Personnel Matters – Consider Compensation for Municipal Court Judges and City Prosecutor																
SUMMARY STATEMENT: To be discussed in Executive Session.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: None																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION:																
APPROVALS: Milton Y. Tate, Jr.																



AGENDA ITEM 12

DATE OF MEETING: December 15 2016	DATE SUBMITTED: December 8, 2016															
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Terry Roberts															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING														
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Appointment of a Brenham Municipal Court Presiding Judge and Associate Judge, Both for a Two Year Term Ending on December 31, 2018, and the Appointment of a City Prosecutor																
SUMMARY STATEMENT: To be discussed in Executive Session.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: None																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: As discussed in Executive Session.																
APPROVALS: Milton Y. Tate, Jr.																



AGENDA ITEM 13

DATE OF MEETING: December 15 2016	DATE SUBMITTED: December 8, 2016															
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Terry Roberts															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING														
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Compensation for Municipal Court Judges and City Prosecutor																
SUMMARY STATEMENT: To be discussed in Executive Session.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: None																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: As discussed in Executive Session.																
APPROVALS: Milton Y. Tate, Jr.																