



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY NOVEMBER 17, 2011 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 – Mayor Pro Tem Gloria Nix**
- 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. Second Reading of Ordinance No. O-11-023 Amending the FY2010-11 Adopted Budget**

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WORK SESSION

- 5. Presentation of the 4th Quarter Report by the Washington County Convention and Visitors Bureau**

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REGULAR AGENDA

- 6. Discuss and Possibly Act Upon Ordinance No. O-11-024 of the City of Brenham, Texas Authorizing the Issuance and Sale of City of Brenham, Texas, Limited Tax Notes, Series 2011, In the Aggregate Principal Amount of \$1,200,000; Awarding the Sale of Said Notes; Levying a Tax in Payment Thereof; Prescribing the Form of Said Notes; and Enacting Other Provisions Relating Thereto**

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7. **Discuss and Possibly Act Upon an Election Services Contract Between the City of Brenham and Washington County Related to Election Responsibilities for the January 21, 2012 Special Election and Authorize the Mayor to Execute any Necessary Documentation**

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8. **Discuss and Possibly Act Upon an Ordinance on its First Reading Providing for Updated Service Credit and an Increase in Retirement Annuities in the Texas Municipal Retirement System**

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9. **Discuss and Possibly Act Upon Resolution No. R-11-023 for the Election of Members to the Board of Directors of the Washington County Appraisal District**

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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.

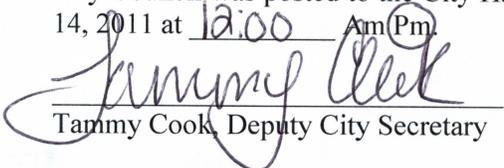
10. Administrative/Elected Officials Report

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 Negotiations.

CERTIFICATION

I certify that a copy of the November 17, 2011 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 November 14, 2011 at 12:00 Am(Pm).


Tammy Cook, 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 _____, 2011 at _____ Am Pm.

Signature

Title

ORDINANCE NO. O-11-023

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING THE FY2010-11 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, 2011, 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 FY2010-11 Budget for municipal purposes;

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

SECTION I.

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, 2011, 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 3rd day of November, 2011.

PASSED and APPROVED on its second reading this the ____ day of _____, 2011.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

CITY OF BRENHAM
EXHIBIT A
AMENDMENT NUMBER 2
FISCAL YEAR 09-30-11

	General Fund	Electric Fund	Equipment Fund	Streets & Drainage Fund	BCDC Fund	BCDC Capital Projects	Water Fund	Sanitation Fund	Wastewater Fund	Gas Fund	Donations Fund	Worker's Comp Fund	Medical Self Insurance	TOTAL
REVENUES (INC) DEC														
Gov Deals Online Auction Revenue	\$ (35,600)													\$ (35,600)
Court Traffic Fines	(86,481)													(86,481)
Insurance Proceeds	(38,500)													(38,500)
Water Utility Revenues							(780,000)							(780,000)
Sanitation Fund Revenues														
Transfer Station								(11,000)						(11,000)
Collection Station								(33,000)						(33,000)
Transfer Station - City Collections								(29,000)						(29,000)
Recycling								(49,000)						(49,000)
Grant Revenues - BVCOG Recycling Program Vehicle								(16,622)						(16,622)
BCDC - POA Detention Pond Contribution from BBEC					(100,409)									(100,409)
BISD Contribution														
Aquatic Center - Touch Pads 50%	(2,000)													(2,000)
TOTAL BUDGETED REVENUES	(162,581)	-	-	-	(100,409)	-	(780,000)	(138,622)	-	-	-	-	-	(1,181,612)
EXPENDITURES INC (DEC)														
Street Lights/Signal Infrastructure Maintenance	(10,000)	10,000												-
Streets/Inlets/Curbs Maintenance Budget	(42,010)													(42,010)
Hillside Curb & Gutter Reconstruction				42,010										42,010
Public Safety Virtual Server Project			23,844											23,844
Reduce Info Technology Expenditure Budget	(6,905)													(6,905)
Reduce Communications Expenditure Budget	(6,000)													(6,000)
Reduce Police Department Expenditure Budget	(7,300)													(7,300)
Reduce Fire Department Expenditure Budget	(3,639)													(3,639)
Hohlt Park Improvements - Bridge for Amphitheater	3,000													3,000
Aquatic Center - Lounge Chairs	4,000													4,000
Aquatic Center - Lift Chair	7,500													7,500
Aquatic Center - Touch Pads	4,000													4,000
BCDC Contingency Fund														
Bridge for Amphitheater					(3,000)									(3,000)
Aquatic Center - Lounge Chairs					(4,000)									(4,000)
Aquatic Center - Lift Chair					(7,500)									(7,500)
Aquatic Center - Touch Pads 50%					(2,000)									(2,000)
Downtown Master Plan Deferred Until FY11-12	(50,000)													(50,000)
Bond Issue Costs - Limited Tax Notes						21,095								21,095
Utility Infrastructure Materials - Water Line						35,491								35,491
Utility Expenditures - Supplies							115,000	41,500						156,500
Utility Expenditures - Maintenance							-	16,000						16,000
Utility Expenditures - Services							35,000	33,000						68,000
Utility Expenditures - Utility Line Contingency (Water Lines)							46,000							46,000
Drainage Improvements in Belle's Alley											10,365			10,365
AMR Meter Project		404,274					176,061		172,370	131,399				884,104
TOTAL BUDGETED EXPENDITURES	(107,354)	414,274	23,844	42,010	(16,500)	56,586	372,061	90,500	172,370	131,399	10,365	-	-	1,189,556
BUDGETED TRANSFERS-OTHER (SOURCES) USES														
Street Lights/Signal Infrastructure Maintenance	10,000	(10,000)												-
Hillside Curb & Gutter Reconstruction	42,010			(42,010)										-
Public Safety Virtual Server Project	23,844		(23,844)											-
BCDC Transfers														-
Bridge for Amphitheater	(3,000)				3,000									-
Aquatic Center Other Non-Capital Items	(13,500)				13,500									-
Downtown Master Plan Deferred Until FY11-12	25,000				(25,000)									-
Bond Proceeds - Limited Tax Notes						(772,558)								(772,558)
Transfer from Wastewater Fund for Belle's Alley									10,365		(10,365)			-
FY11-12 Budget Workshop Funding Decisions														
Equipment Fund Transfer per FY11-12 Decision Packages Funded	155,957		(155,957)									115,092	(115,092)	-
Portion of W/C Fund Bal to Med Self Insurance														-
TOTAL BUDGETED TRANSFERS-OTHER (SOURCES)/USES	240,311	(10,000)	(179,801)	(42,010)	(8,500)	(772,558)	-	-	10,365	-	(10,365)	115,092	(115,092)	(772,558)
CHANGE IN BUDGETED FUND BALANCE (INC) DEC	\$ (29,264)	\$ 404,274	\$ (155,957)	\$ -	\$ (125,409)	\$ (715,972)	\$ (407,939)	\$ (48,122)	\$ 182,735	\$ 131,399	\$ 0	\$ 115,092	\$ (115,092)	\$ (764,614)



AGENDA ITEM 5

DATE OF MEETING: November 17, 2011		DATE SUBMITTED: November 11, 2011	
DEPT. OF ORIGIN: Convention and Visitors Bureau		SUBMITTED BY: Seneca McAdams	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING	
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING	
<input type="checkbox"/> EXECUTIVE SESSION	<input type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION	
	<input checked="" type="checkbox"/> WORK SESSION		
AGENDA ITEM DESCRIPTION: Presentation of the 4 th Quarter Report by the Washington County Convention and Visitors Bureau			
SUMMARY STATEMENT: See Attached Report			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) 4th Quarter Report – Convention and Visitors Bureau			
FUNDING SOURCE (Where Applicable):			
RECOMMENDED ACTION: N/A			
APPROVALS: Terry Roberts			

WCCC Convention & Visitors Bureau

Fourth Quarter Report - July-September 2011

July Highlights

Statistics:

Walk-in visitors - 1,418
Visitor information mailed - 768
Web site unique visitors - 9,056
Web site total pages viewed - 44,335
VisitBrenhamTexas.com - 4,606

Visiting Groups

Vintage Thunderbirds of Houston Car Show
Dockery Family Reunion
Bluebonnet Brahman Breeders Classic
Chase Bankers

Advertising Placements:

Texas Highways - full page color co-op
Southern Living - 1/6 page color
San Antonio - 1/4 page color
Group Tour magazine - 1/6 page color
Ride Texas - 1/4 page color
Texas Meetings & Events - 1/6 page color

Editorial Coverage included:

Houston Chronicle - ice cream, Blue Bell
Insite - Brice Milliron's APPs
Texas Farm&Home - Home Sweet Farm
Numerous calendar listings and web stories

Broadcast Coverage:

Channel 2 - interviews with Blue Bell
Channel 11 - Great Day Houston interviews

Regional/Civic Meetings included:

Round Top tourism partners
TTIA legislative update
TITR strategic planning

August Highlights

Statistics:

Walk-in visitors - 1,225
Visitor information mailed - 471
Web site unique visitors - 8,188
Web site total pages viewed - 35,529
VisitBrenhamTexas.com - 3,778

Visiting Groups:

McCoy wedding
Johnnie Penny Family Reunion

Advertising Placements:

San Antonio - 1/4 page color
South Central Motor Coach - 1/3 page
Weddings - 1/2 page plus web

Editorial Coverage:

New York Times - feature about Brenham
Houston Chronicle - feature about Chappell Hill Lavender & Wine Festival
Insite - feature about Texas Cotton Gin
Numerous calendar listings and web stories

Regional/Civic Meetings:

TACVB annual conference
Digital Advertising workshop - Austin
New York Times/Texas Monthly reporter

September Highlights

Statistics:

Walk-in visitors - 1,190
Visitor information mailed - 513
VisitBrenhamTexas.com - Google Analytics not yet installed

Visiting Groups

Grand Lodge of Texas
Most Wonderful Praise Hall dedication
Pilot Club regional meeting
Winkelmann wedding

Advertising Placements:

Texas Highways - 1/3 page color
Texas Parks/Wildlife - full page color co-op
Austin American-Statesman - full pg. color co-op
Louisiana Life - 1/3 page color
See Texas First - insert in 27 state newspapers
MyFOX Houston - 3-month banner ad
San Antonio - 1/4 page color
Austin Monthly - 1/4 page color

Editorial Coverage included:

Texas Co-op Power feature about carousels includes Brenham's; *Houston Chronicle* feature about roses includes Antique Rose Emporium; numerous web site listings/stories

Broadcast Coverage:

History Channel "Meet America Program" featured Texas Ranch Life

Regional/Civic Meetings included:

HOT meeting with hoteliers
TTIA Travel Summit conference
Texas Heritage Trails planning session

Items in blue included with this report

Items in red of special note

Photo: Butch Ireland, BCS Eagle



July 4 Fireworks-on-the-Brazos
Washington-on-the-Brazos State Historic Site
936-878-2214



Hot Nights Cool Tunes
Free Outdoor Concerts • Downtown Brenham
July 2, 9, 16, 23, 30

BRENHAM

Washington County

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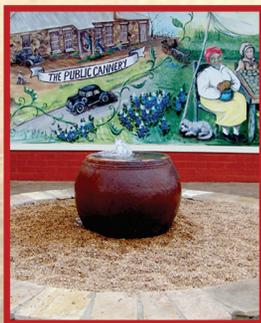
Dona Lynn's
Unique Gifts
979-830-7222



July 4 Parade & Summer Cowboy Event
Chappell Hill
979-836-6033



Chappell Hill Lavender
& Wine Fest Aug. 13
979-251-8114



Cannery Kitchen
Great History, Great Food
979-830-0321



Ranch Antiques,
Furniture & Décor
979-277-0008



Windy Winery
Harvest Grape Stomp
7/23-24, 30-31; 8/6-7, 13-14

Photo: Murry Grigsby



Must Be Heaven
Downtown Brenham
979-830-8536



The Brenham House B&B
Best of the Southwest 09-10
979-251-9947



8th Annual Barn Dance Gala
Oct. 8 LaBahia Dance Hall 6-11 pm
979-289-3378



Windy Winery
Texas Legend Finest Wines
979-836-3252

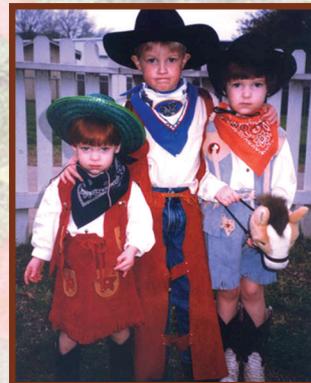
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Washington County

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35th Annual Chappell Hill Scarecrow Festival
October 8-9
800-225-3695



The Barnhill House
An old-fashioned toy store
979-836-1817



Unity Theatre
17th Season
979-830-8358



Ellison's Poinsettia Celebration
Nov. 19-20
979-836-6011



The Gallery at Round Top
Expect quality, enjoy beauty
979-249-4119



Mobius Coffeehouse
Serving coffee, food, live music
979-251-9955



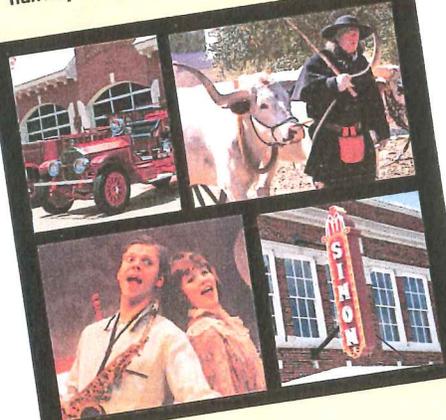
Saddlehorn Winery
Tues.-Sun. 11-6
979-289-3858



Holiday Home Tour & Trunk Show
November 19-20
979-836-1690

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 County

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Ad for San Antonio magazine - September 2011

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 Washington County



Fresh Air & Fun For Everyone!

- ☞ Sept. 10-17: 143rd Washington County Fair
- ☞ Sept. 24-Oct. 1: Area-wide Antiques Shows & Sales
- ☞ Oct. 6-23: "Steel Magnolias" at Unity Theatre
- ☞ Oct. 8: Texas Cotton Gin Barn Dance
- ☞ Oct. 8-9: Chappell Hill Scarecrow Festival
- ☞ Oct. 15: Cello Concert, Round Top
- ☞ Oct. 26-Nov. 20: "Quilts by Men" exhibit

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 Washington County



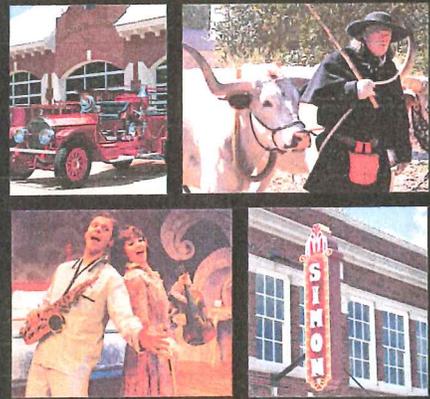
Fresh Air & Fun For Everyone!

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- ☀ *100+ Historic Sites*
- ☀ *Comfortable Lodging*

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Ad for *Ride Texas* magazine - Summer 2011

Ad for *Weddings LLC* - 2011 (plus online)



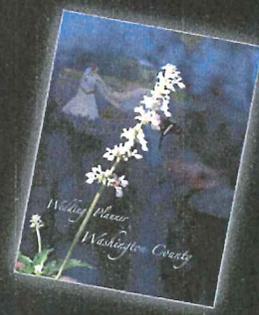
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 for as long as you can remember.

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THE TEXAS TRIBUNE

Ice Cream Pilgrimage, With Shopping and the Arts



Stirling Kelso for Texas Monthly

The two-stage Unity Theatre in Brenham has "Steel Magnolias" on the schedule this season.

By STIRLING KELSO
Published: August 20, 2011

If ice cream is your religion, then Brenham is mecca. On any given day, up to 2,000 people visit the Blue Bell Creamery (1101 South Blue Bell Road, 800-327-8135, bluebell.com), the birthplace of every true Texan's favorite frozen treat. Cheerful guides spice up the tour with fun facts — Blue Bell is sold in 20 states, and most of the cookies and wafers are made in house — while ushering guests through elevated hallways overlooking mixing and packing rooms. The tour clocks in at a third of a mile with two flights of stairs, which means you shouldn't feel guilty devouring the generous helping of ice cream served at the end.

Cultural coverage for the Texas Report is provided by

TexasMonthly

For stories, reviews, news and more, go to: texasmnthly.com.

Though Blue Bell put Brenham on the map, the town of 16,000 on Highway 290 offers more than a double scoop of Homemade Vanilla. Its historic downtown is one of the state's most impressive, lined with chic shops, creative restaurants, red-brick inns, two charming theaters and, of course, a handful of ice cream parlors.

The visual and cultural draws are not just a stroke of luck — though Brenham's location, halfway between Houston and Austin, makes it a popular weekend destination for city dwellers. The town owes much of its allure to Jennifer Eckermann and Brenham's Main Street Board. Since 1999, Brenham's downtown has been a part of the Texas Main Street Program, an official historic designation that allows the city to apply for grants to finance construction of features like urban parks and pedestrian paths. It also instills a sense of pride in residents and owners who work to preserve the numerous 19th- and early-20th-century buildings that would often be easier to tear down than to renovate.

"We're a true community here," said Ms. Eckermann, who added that store owners planted flower baskets or repaired sidewalks even when it was not required. "The value of downtown real estate has recovered significantly since Main Street Brenham was reinstated 12 years ago."

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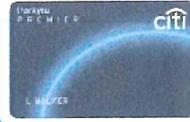
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Hickstead, Star Show-Jumping Horse, Dies During Competition

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[Here Comes the Sun](#)



2. [The Once and Future Way to Run](#)

For that reason, Brenham has largely avoided the kind of degeneration — vacant and dusty storefronts, spare the occasional collectibles store with odd hours — that has invaded many other historic towns.

Instead, shopping options are plentiful, and on occasion even more exciting than in major cities nearby. Orders for Italian-designed Lombaggi sweaters and scarves pour in from France, San Francisco and Dallas at Beadboard UpCountry (101 South Baylor Street, 979-830-8788, beadboardupcountry.com), an elegant shop decorated in creams and Parisian blues that is owned by Maryanne Flaherty, a California native. But why Brenham? “This is where the truck broke down,” Ms. Flaherty said, smiling, though she quickly raved about her sophisticated clientele, who turn to her whenever they’re in the market for Peacock Alley towels, exclusive Arte Pura linens or handmade French candles.

Shoppers can outfit their living rooms with finds from Hermann Furniture (213 West Alamo Street, 979-836-7231, hermannfurniture.com), which proclaims itself the “oldest family-owned and -operated furniture store in Texas.” Chances are you’ll find the fifth-generation owner, Jennifer Hermann, setting up seasonal displays throughout the 30,000-square-foot space, which she has stuffed with oversize couches and leather chairs and styled with custom silk flower arrangements and decorative trays.

Gifts for friends may end up in your own home if you stop by the Pomegranate (203 West Alamo Street, 979-836-1199) where you’ll find POURfect kitchen utensils, Crabtree & Evelyn bath products and even registry-ready china and silverware. The small gift shop also fronts the Funky Art Cafe, where diners sit between bright-purple accent walls adorned with original artwork and refuel on house-made chicken salad or pimento cheese sandwiches paired with fresh-squeezed lemonade.

Brenham has great night life as well. The Unity Theatre (300 Church Street, 979-830-1460, unitybrenham.org), a 16-year-old performing-arts venue in a red-brick building with two stages, recruits actors and directors from major metropolitan markets like Houston and Dallas. (The theater is closed until October, but its forthcoming season includes “Steel Magnolias” and “The Turn of the Screw.”) And while the stunning Simon Theatre (115 West Main Street, 979-836-3696, saveoursimon.org), an old movie house and ballroom, isn’t quite ready for film screenings — preservationists are meticulously restoring the stage while fund-raisers work to surround it with a new convention center — patrons can go to the visitors’ center and learn about the building’s Beaux Arts classical-revival-style architecture.

If you time your visit properly, days should end just as they started: with ice cream or — dare we suggest — gelato. “I’ve never tried this stuff,” a local teenager in a Brenham High School volleyball T-shirt sheepishly said as she dived into a cup of the mango flavor at Yumm! (106 East Alamo Street, 979-836-4447), a new pizzeria and candy store. She seemed to enjoy it quietly, but for those who consider the Italian dessert a sacrilege in Brenham, don’t worry — Blue Bell ice cream is on the menu, too.

skelso@texasmonthly.com

A version of this article appeared in print on August 21, 2011, on page A21B of the National edition with the headline: Ice Cream Pilgrimage, With Shopping and the Arts.



3. [U.S. Clears Art Project by Christo in Colorado](#)



4. [It Started Digital Wheels Turning](#)



5. [48 Years at Helm, Doing What’s Always Worked](#)



6. OP-ED COLUMNIST
[The Serious One](#)



7. [Well: Tired of Feeling the Burn? Low-Acid Diet May Help](#)



8. [Why Science Majors Change Their Minds \(It’s Just So Damn Hard\)](#)



9. OP-ED COLUMNIST
[The Last Jew in Zagare](#)



10. OP-ED CONTRIBUTOR
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Growing Farmers at Home Sweet Farm





STORY BY WAYNE STEWART • PHOTOGRAPHY BY CHRISTINA STEWART

People from all over south central Texas come to work on the farm. None of them get paid, but they all get something in return for the hard work they put into Brad and Jenny Stufflebeam's Brenham farm.

"This is a great place for me to learn," Kim Hatfield of Navasota admitted. "I can get experience growing organically and take the lessons I learn here and put them to work on our own farm."

Carol Montgomery stands near the Stufflebeam's horse-drawn wagon which has been pulled up to the loading dock at the Stufflebeam's Home Sweet Farm, as she wipes her brow she admits she has completely different motives.

"I quit having my own garden, but I still love the work," the 81-year-old Mrs. Montgomery said. "Almost all of my food comes from here and they let me come here and work for it."

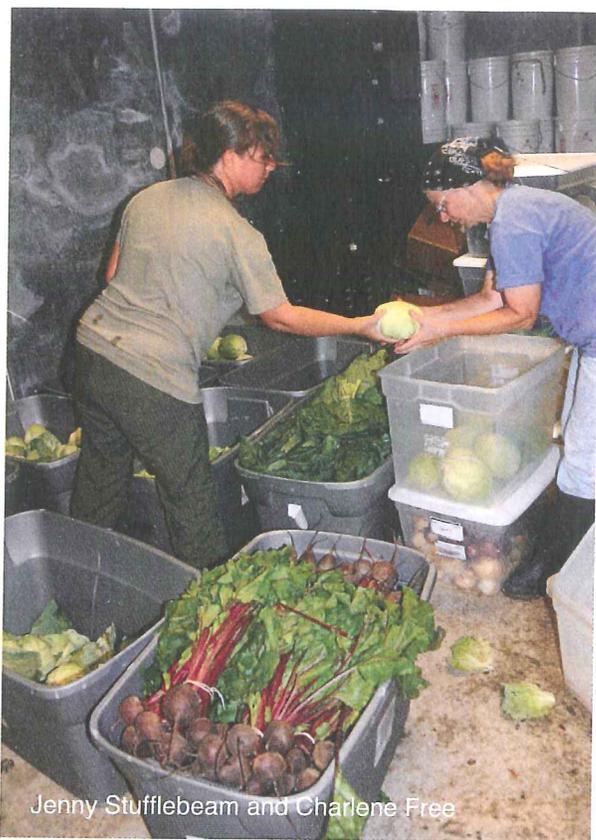
Volunteers are a large part of Home Sweet Farm, they get a full share of vegetables in return for their work, but it means so much more to the Stufflebeams than a free source of labor.

"This really is community supported agriculture," Mr. Stufflebeam said. "We are not here to just grow and sell vegetables, we want to help people get started at their own farms and encourage other farmers to get out and put the land to work for themselves."

Even before starting Home Sweet Farm 7 years ago Mr. Stufflebeam was involved in agriculture, working as a horticulturist for 20 years. Before coming to Washington County the Stufflebeams owned and operated the first 100 percent organic nursery in Collin County. He also served as operations director for World Hunger Relief, located in Elm Mott, with much of the work done through internships and volunteer programs. ▶



TOP: Brad Stufflebeam drives the team of horses in from the field after a morning of digging potatoes. Riding with the load of potatoes is William Amelang, left, and Carol Montgomery. LEFT: Mr. Stufflebeam, right, Mrs. Montgomery, left, and the other group of volunteers pick blackberries.



Jenny Stufflebeam and Charlene Free



Charlene Free and Brad Stufflebeam

“IF WE CAN GET ENOUGH PEOPLE IN A COMMUNITY TOGETHER AND FARMING THEN WE CAN WORK TOGETHER TO PROVIDE PEOPLE WITH THE PRODUCE AND PRODUCTS THEY NEED.”

After a while of doing this Mr. Stufflebeam decided he wanted to make a living on the farm and at the same time fulfill a need out there for fresh, nutrient-dense vegetables which are usually not found in grocery stores. Through all of that work people have come to the Stufflebeam family to get food and to learn.

There are two young men who are regulars at Home Sweet Farm, Caleb Preston of Waller and William Amelang of Burton.

“We’re here learning how to farm,” grunted Caleb as he loaded vegetable-laden boxes into an awaiting delivery van.

The lessons Caleb and William learn at the farm, everything from irrigation techniques, to storage, delivery and marketing will help make future endeavors more successful. As a past president of the Texas Organic Farmers and Gardeners Association Mr. Stufflebeam worked to get young people more involved in farming and provide them with enough practical information to get started with a farm of their own.

“You can’t look at them as competition,” Mr. Stufflebeam said. “If we can get enough people in a community together and farming then we can work together to provide people with the produce and products they need.”

Many were skeptical when Mr. Stufflebeam and his family moved to their Washington County farm, but as the years have passed people have learned there are other things to do with land than grow hay and raise cattle.

“A lot of times you have to lead by example,” Mr. Stufflebeam said. “Farmers and ranchers are a skeptical lot to begin with, but people need to see there are different ways.

“Most people can’t buy large tracts of land, so they will go out and buy 10 or 20-acre ranchettes and they need to find intensive programs like this to help make smaller pieces of land more profitable and for the landowner to be able to make a comfortable living.”

It’s been a long row to how to make that living. Seven years ago the Stufflebeam’s had 26 shareholders in their CSA operation. Now, they have 250 – most from the Houston area. A van loaded with fresh vegetables heads out twice a week to 12 different drop locations around the Houston suburbs.

“We have to sort everything and load it up,” Jenny Stufflebeam said. “When people get their shares the vegetables were usually picked that day. It’s not always easy, but we try to offer our customers a lot of different items.”

Shareholders get a wide variety of vegetables, everything from potatoes, squash, zucchini, tomatoes, greens, cabbage, beets, okra and many other items as they come into season.

“After a while our customers begin to see this as their farm,” Mr. Stufflebeam said. “We like it like that. They have confidence in us and where their food comes from.”

Plus, for those who volunteer their time, spending a few hours a day on the farm can melt away the worries from the outside world.

“Most of the time I work as a mediation attorney,” 81-year-old Harold Graham said. “Yesterday I was working a divorce mediation between a couple, and today I’m out here working on the farm – it’s a pleasant diversion,” he added, even after digging potatoes on a 90-degree day. 

LOCAL FOOD MOVEMENT

Home Sweet Farm, a 22-acre farm, began in 2004 and was the first community supported agriculture farm to serve the greater-Houston area.

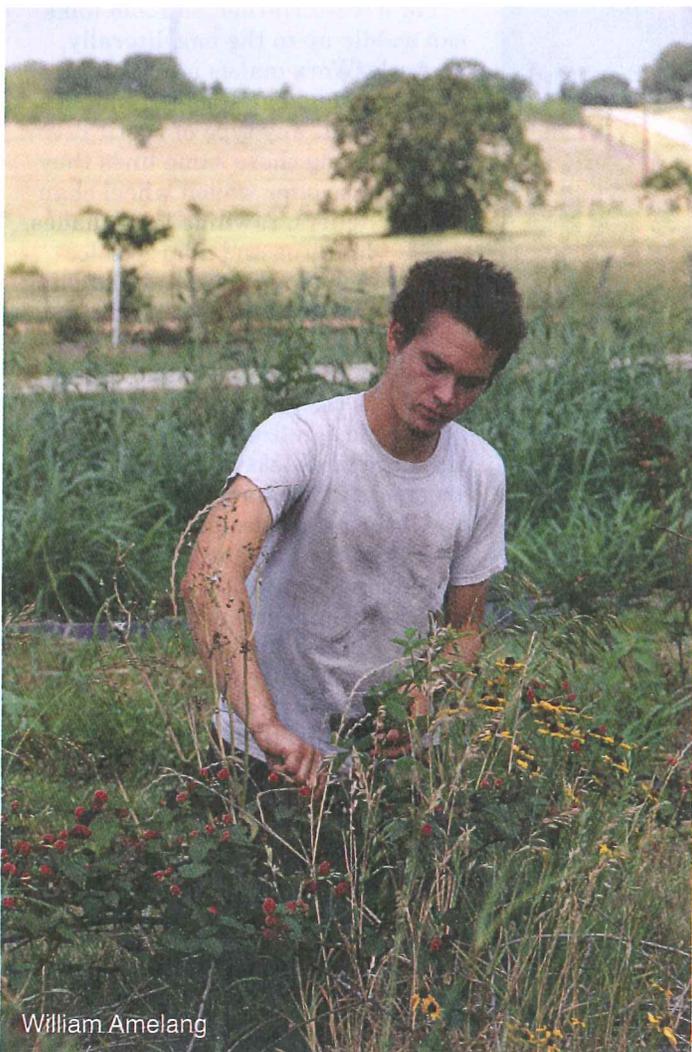
Brad and Jenny Stufflebeam use only natural techniques to grow their vegetables and herbs. There are no chemical fertilizers, pesticides or herbicides used at Home Sweet Farm, "because our family lives here."

The family's job is the farm and the Stufflebeam's children work alongside their parents on a daily basis.

Home Sweet Farm offers workshops, farm tours and consulting services for aspiring farmers. Mr. Stufflebeam also actively represents small farmers and serves on the administrative council for Southern Sustainable Agriculture Research & Education and also is a board member for the Farm and Ranch Freedom Alliance.

Over the years Mr. Stufflebeam has testified before the Texas House of Representatives and has been involved with promoting and encouraging the local food movement.

To learn more about Home Sweet Farm, visit the website at homesweetfarm.com.



William Amelang



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App Attack

After a long day of work, soccer practice and cooking dinner, most parents crash out as soon as the kids are tucked in bed. For Brice Milliorn, that's just when his "second job" begins. A financial advisor with Edward Jones by day, Milliorn is a mobile application developer by night. "As they say, don't quit your day job," he notes, estimating he puts in 20 hours a week on his hobby-cum-business that has generated more than 900,000 downloads to date.

Milliorn graduated from Texas A&M University in 2002 with an Agribusiness degree but no computer background. When Apple started allowing outsiders to develop and submit apps, he originally considered it but then dropped the idea assuming it was beyond his capabilities. As he thought of more and more ideas for iPhone apps he personally wanted to see developed, he pushed himself to learn the coding from self-help books, tons of online resources and

Apple's development software.

Now deep in the app market, Milliorn says his friends laugh about the hundreds of apps he has downloaded on his iPhone and iPad. While some are downloaded for personal use, most are to scope out the competition and

exist. The material for one of his bestselling apps, "Prank Me!" was created one night over beers and burgers with his buddies.

Milliorn works with a woman in Russia who creates his graphics because those sometimes take as long to generate as the

550

Number of businesses visited during the B/CS Chamber of Commerce's annual Chamber Day. "While the economy may still be tight, the majority of the businesses we spoke to today still have high spirits," says Royce Hickman, Chamber president and CEO.

to get ideas. Just as with any other business, some of his best ideas come from noticing potential improvements in apps that already

coding process does to create. On average, he says, it takes about a month to create an app plus time to add features and updates as needed.

There wasn't much competition when Milliorn started his venture; basically every application put on the market did decently well. But as more developers started dabbling in the industry, especially with some people becoming overnight millionaires, the market today is a much more competitive place. Developers have to promote their products to be successful. To date, several of Milliorn's apps have achieved bestseller ranking and some have received national recognition including "Night Night," a network activity monitoring tool that will put your Mac to sleep if you do a lot of late-night file downloading.

Prank Me was ranked 94th on iTunes and 17th in its category in entertainment.

In the travel category, iZone for Mac has been ranked as high as third in its category.*

Spy, a kids game, has also been in the top 100 in its category.

The Santa Video app was featured in a Wall Street Journal blog on December 22, 2010.

Current JBMJBM App Stats:

iTunes: 155 apps • Android: 7 apps • Mac App Store: 7 apps • other companies: 65+ apps

Apps Sold: 919,680**

*Note: iTunes rankings change hourly

** As of 5/15/11



Some of Milliorn's apps are less prosaic designed just for, well, fun. Like "Prank Me," which was ranked 94th on iTunes's top downloads list. Among other character voices, "Prank Me" lets you send your frenemies a prank message from a debt collector or police dispatcher. Some of the best-selling apps on iTunes are the most ridiculous. You never know what's going to do well."

More practical is Milliorn's iPhone application Geolerts, which allows users to program notifications to come up at various landmarks tracked by a GPS signal. The alert "buy milk" at a grocery store location was born

out of Milliorn's frustration with similar but inferior apps ... and the need to remember to get milk.

"If I need to pick up milk at the store or a prescription at the pharmacy, I'll drive right by it every time," says Milliorn. But based on the GPS location of you and your phone, his Geolerts app will conveniently alert and remind him to pick up the milk or ... whatever.

Milliorn has faced down many challenges with the biggest one being the learning curve. "Obviously this isn't my forte," he says. "It takes me a while to learn updated code, but I'm always wanting to do another app." He

started learning the code in late 2008 and had his first app out by early 2009. "I got faster and faster, and now it's like a second language."

Milliorn has developed more than 200 applications for iTunes, Android and the Mac App Store among other companies. Their purposes range from convenience to special interests; many are sports related. The application he put the most work into was Prank Me, but his favorite is iZone, which visually shows all of the different time zones. Its function is to help travelers schedule conference calls or call home when family and coworkers are awake.

Milliorn also creates custom apps for other companies upon request. "I've helped people in Australia, London and all over the United States. That's when the iZone app comes in."

Milliorn's apps were originally sold under his name, but as production continued to grow, he realized he needed to structure. In 2009, he established JBMJBM, LLC, and his goal is eventually to make the Aggie 100: recognition as one of the 100 fastest growing Aggie-owned or Aggie-led businesses in the world. Criteria for Aggie 100 recognition includes at least five years in operation so he has two more years until he can apply. By then he hopes the app business will be self-sustaining so he can simply create updates once or twice a year.

"I'm always wanting to do another app," he notes. Although he is explicit that this is still only a hobby, he puts in many dedicated hours. "It's hard to keep up with, but fun at the same time; it's worth it."

10

Number of Texas cities ranked in the Top 20 of Forbes 2011 Best Cities for Jobs list.

1. Killeen-Temple-Fort Hood, Texas
2. Bismarck, N. Dakota
3. El Paso, Texas
4. College Station-Bryan, Texas
5. Midland, Texas
6. Austin-Round Rock-San Marcos, Texas
7. New Orleans-Metairie-Kenner, Louisiana
8. Dubuque, Iowa
9. Manhattan, Kansas
10. Pascagoula, Mississippi

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'And the seasons they go round and round ... And the painted ponies go up and down ... We're captive on the carousel of time.'
— JONI MITCHELL, lyrics from 'The Circle Game'



RIDE OF PASSAGE

Imaginations Gallop Free on Timeless Carousels Made of Wood

BY CLAY COPPEDGE

IN A WORLD WHERE EVEN CHILDREN'S rides seem to travel at sonic speed, there is still a place for the old-fashioned carousel. Yes, the painted ponies go up and down, and a child goes along for the ride, looking at the world go round and round with a timeless expression of wonder, delight ... and maybe a little fear. This image belies the long history of the carousel, which comes to us from the Spanish word *carosello*, or "little battle," in reference to rough games of horsemanship played by Arabian and Turkish riders in the 12th century.

For more than a hundred years, carousels have meant good times for generations of Americans.

The heyday of the carousel came early in the 20th century when America was growing up in a hurry and wanted to be amused in the process. Parks were built—amusement parks, no less—that helped fill the bill. The classic carousels from that era were handcrafted out of wood, intricately carved and painted to capture the horses, or other animals such as lions, tigers, giraffes, goats, pigs and roosters, in striking animated poses. They were made by people like father and son Gustav and William Dentzel, C.W. Parker, Allan Herschell, Edward Spillman, Charles Loeff, Daniel Muller (considered by many to be the most creative carver of carousel animals) and many others. The work they created serves as a fragment of art history and even world history, still reflecting the carousel's roots in war and jousting tournaments staged for the amusement of royalty.

Carousel animals, especially the horses, are frozen in time, galloping with legs outstretched, manes tousled, and with faces that can be fierce, regal, eager or terrified; in this way, they can match some of the faces of the young riders. The colors (many of the historic wooden carousel horses have been partially or completely repainted, but some original color schemes remain) are bold or subdued, mixed and matched at the pleasure of the builder. Shades of red and blue are matched with orange, brown and gold or silver leaf; and some are almost all one color. Some wear bejeweled armor, as they would have in

medieval times. Others prance regally, out for a Sunday ride with the squire.

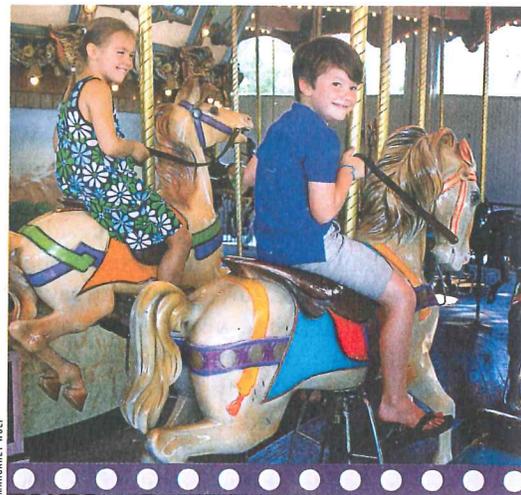
Many of the remaining carousels built during the golden age of carousels, from 1900 to 1930, have active restoration or maintenance programs. Those communities having carousels in need of repair are at least aware of the treasure they have, and many are working toward preservation.

But like the song says, we're captive on the carousel of time, and that includes the carousels themselves. Of the estimated 5,000 classic wooden carousels that were manufactured from the 1890s until approximately 1935, only about 180 exist today, either as operational or in short-term storage (some for repairs), according to the National Carousel Association (NCA). Five of those still in operation are in Texas, though some run on a limited basis.

ONE OF THE BEST KNOWN IS THE Silver Star Carousel at Six Flags Over Texas, Arlington. Built in 1926, it is one of the last carousels manufactured by William Dentzel and Co. of Philadelphia. It operated at Rockaway Playland in Long Island, New York, until Six Flags Over Texas bought it in 1962 for \$25,000 and opened it to the public the following year. Mike Apple, director of operations at Six Flags, said the park opened in 1961 with a primitive, mule-powered ride called the Flying Jenny that resembled a carousel. He doesn't know what happened to that ride, which featured bench seats and no horses. "I guess the mule got tired," he said.

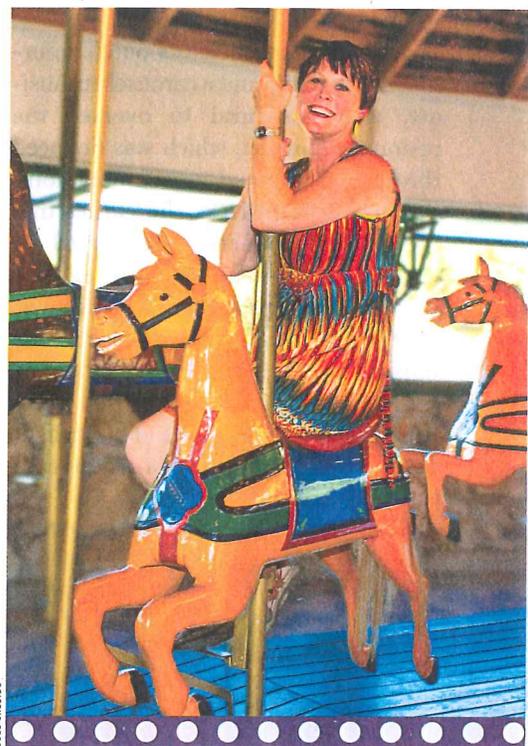
According to Six Flags' figures, the Dentzel carousel had been ridden more than 30 million times through 2009. That's counting three years in the mid-1980s when it was out of service for an extensive in-house restoration.

"It's a change of pace from some of the wild and woolly rides," Apple said. "People remember growing up with these things. You can bring the kids out and watch them experience the same things you did when you were their age. It's just a more relaxing ride than some of the other ones."



MARGARET WOLF

Ayah Wolf and Henry Schechter of Dallas take their horses for a spin on the Silver Star Carousel at Six Flags over Texas in Arlington. The 1926 carousel, one of the last built by William Dentzel and Co. of Philadelphia, has been in operation at Six Flags since 1963.



JOEL SALCIDO

As Brenham Public Information Manager Angela Hahn will attest, the city's 1912 wooden carousel has seen its ups and downs over the years. Its Central Texas history goes back to at least 1930, when a Brenham resident found the abandoned carousel in a pasture. Hahn oversaw its restoration earlier this decade.

OPPOSITE PAGE: Saddle up and ride the 1914 William Dentzel carousel at Fair Park in Dallas, an annual fixture at the State Fair of Texas since 1971. The carousel should be in operation again at this year's state fair from September 30 through October 23. The carousel features magnificent, nostril-flaring steeds on an all-horse ride—a rarity for Dentzel, who typically included a few other animals.

IN CENTRAL TEXAS, BRENHAM BOASTS a wooden carousel built by the C.W. Parker Co. of Leavenworth, Kansas, in 1912. Where it was between then and 1930, when Brenham resident F.C. Winkelmann found the abandoned carousel in a pasture, no one can say for sure. That same year, Winkelmann bought the carousel on behalf of the Washington County Fair Association, and it was hauled to Fireman's Park in Brenham, where it pulled duty in the early 1930s at the county fair. The carousel has been in Brenham ever since, but, as should be expected with such finely handmade attractions, it has had its ups and downs over the years. In 2005, the city closed the carousel for repairs and restoration and had a grand re-opening in 2007.

Angela Hahn, the city's public information manager and a carousel enthusiast, was a natural to oversee the restoration project, which was financed through a grant and private donations. Working with the NCA, she learned that the horses probably were carved by Charles Dare—one of the earliest carousel manufacturers in America who also made toys and carved rocking horses—between the late 1890s and 1905. NCA officials believe that these were Dare's horses via one of his stylistic touches: a martingale (a strap con-

nected to the girth and reins to keep a horse from tossing its head) on the front of the wooden horses.

NCA Census Chairman Patrick Wentzel said it wasn't uncommon for Parker or Dentzel or other carousel makers to get horses from contractors, some of whom made horses in the "county-fair" style, meaning they were small and easily transported. The Dare horses fit this style.

In 2005, City of Brenham officials contracted woodworker Mark Spurrell to restore the horses. "He came and got them six horses at a time," Hahn said. "He followed specs, and now we have our old carousel back."

A 1914 DENTZEL CAROUSEL AT FAIR Park in Dallas has been a fixture at the State Fair of Texas each autumn since 1971, thanks largely to annual off-season maintenance and restoration. This year is no different: Officials expect the carousel to be in action for the fair's run from September 30 through October 23.

Wentzel notes two rare features of the Six Flags and state fair historic carousels: Both are large, four-row machines, which were more expensive to make than smaller, three-row carousels. And both are all-horse carousels.

"Dentzel carousels most always included a few menagerie animals like a lion, tiger or giraffe," Wentzel said, adding that the state fair carousel has yet another unique feature: The outside-row standing horses are one-of-a-kind carvings, probably done by Muller, who was famous for his lifelike creations.

Fireman's Park in Giddings has a 1915 Parker model that's owned by the Giddings Fire Department. According to local historians, the carousel's Giddings roots date to around 1920 when a traveling carnival couldn't pay its bills. As the story goes, carnival officials left the carousel as collateral ... and never came back to get it.

The all-horse carousel is showing its age, city officials say, and is open for riding only twice a year: the third weekend of May and July 4, during an

annual fire department fundraiser. Only children may ride the horses. Adults are allowed to ride on the carousel's benches.

Kiddie Park in San Antonio has a 1918 Herschell-Spillman carousel that, by some accounts, was in Miami for many years and then was taken on a carnival tour. In 1935, it found a home at Kiddie Park, which opened in 1925 and is recognized by the National Amusement Park Historical Association as the oldest children's amusement park in the country.

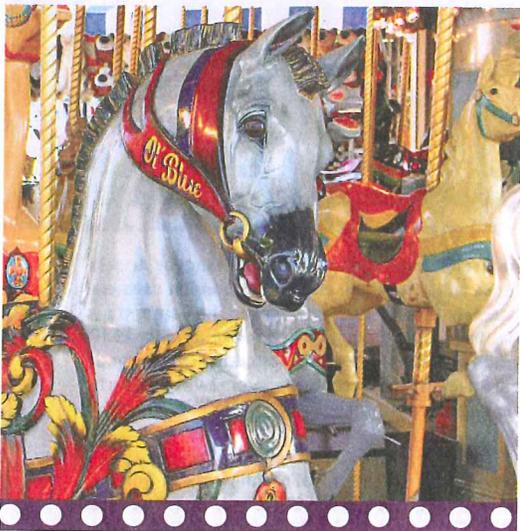
TEXAS' HISTORIC WOODEN CAROUSELS preserve a moment in time. Like the painted ponies of the carousel, the young riders are as frozen in time as the horses they ride, because we spend such a short time on the merry-go-round. Soon we move on to the faster, scarier rides, leaving our memories of carousels to note a particular time before we were ready for the roller coasters and tilt-a-whirls of the world. But the carousels are still around, because so many people cherish that memory and want to share it with subsequent generations.

Apple said he and the Six Flags staff realized what these old carousels can mean to people about 12 years ago, when the park began hiring senior citizens for certain jobs at the park. One of the new employees requested a job on the carousel because he had ridden it in Long Island when he was a child.

"He loved that old carousel because he remembered it from when he was a kid," Apple said. "He named all the horses, knew everything about it. We called him Mr. Carousel."

The man was, like the song says, captive on the carousel of time.

Clay Coppedge is a frequent contributor to Texas Co-op Power.



With bowed neck and pricked ears, this horse looks ready to break free at the State Fair of Texas. Classic carousels built early in the 20th century were intricately carved and painted to capture animals striking animated poses. Horses, in particular, seem frozen in time.



AGENDA ITEM 6

DATE OF MEETING: November 17, 2011	DATE SUBMITTED: November 14, 2011	
DEPT. OF ORIGIN: Finance	SUBMITTED BY: Terry Roberts	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input checked="" type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Ordinance No. O-11-024 of the City of Brenham, Texas Authorizing the Issuance and Sale of City of Brenham, Texas, Limited Tax Notes, Series 2011, In the Aggregate Principal Amount of \$1,200,000; Awarding the Sale of Said Notes; Levying a Tax in Payment Thereof; Prescribing the Form of Said Notes; and Enacting Other Provisions Relating Thereto		
SUMMARY STATEMENT: The proceeds from these Limited Tax Notes will be used to fund Phase II of the Street Overlay Project. The debt service payments for these Limited Tax Notes has been included in the adopted FY11-12 budget) The City's bond financial advisor, Garry Kimball of Specialized Public Finance will bring a presentation to summarize the pricing. Bond counsel, Glenn Opel of Vinson & Elkins will also bring with him the ordinance complete with pricing. The ordinances involved with financing only require a single reading.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Ordinance No. O-11-024 City of Brenham Limited Tax Notes, Series 2011		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve Ordinance No. O-11-024 of the City of Brenham, Texas, Authorizing the Issuance and Sale of City of Brenham, Texas, Limited Tax Notes, Series 2011.		
APPROVALS: Terry Roberts		

ORDINANCE NO. O-11-024

AUTHORIZING THE ISSUANCE OF

\$1,200,000

CITY OF BRENHAM, TEXAS

LIMITED TAX NOTES

SERIES 2011

Adopted: November 17, 2011

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AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF BRENHAM, TEXAS, LIMITED TAX NOTES, SERIES 2011, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$1,200,000; AWARDING THE SALE OF SAID NOTES; LEVYING A TAX IN PAYMENT THEREOF; PRESCRIBING THE FORM OF SAID NOTES; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, pursuant to Chapter 1431, Texas Government Code (the “Act”), the governing body of a municipality is authorized to issue the notes hereinafter authorized (the “Notes”) to pay contractual obligations incurred or to be incurred for the purposes set forth in Section 3.01 hereof; and

WHEREAS, this governing body (the “City Council”) of the City of Brenham, Texas (the “City”), hereby finds and determines that it is necessary and in the best interest of the City and its citizens to issue such Notes for the purposes herein described and that such Notes shall be payable from and secured by ad valorem taxes levied, within the limits prescribed by law, on all taxable property within the City; and

WHEREAS, the Notes hereinafter authorized shall mature before the seventh anniversary of the date that the Attorney General of the State of Texas approves the Notes, as required by the Act; and

WHEREAS, it is affirmatively found that this City Council is authorized to proceed with the issuance and sale of such Notes as authorized by the Constitution and laws of the State of Texas, particularly the Act; and

WHEREAS, the City Council has found and determined that it is necessary and in the best interest of the City and its citizens that it authorize by this Ordinance the issuance and delivery of its Notes at this time; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended; Now Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, in this Ordinance the following terms shall have the meanings specified below:

“Note” means any of the Notes.

“Notes” means the City’s notes entitled “City of Brenham, Texas, Limited Tax Notes, Series 2011” authorized to be issued by Section 3.01.

“Closing Date” means the date of the initial delivery of and payment for the Notes.

“Code” means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions relating thereto.

“Construction Fund” means the construction fund established by Section 8.01(a).

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named herein, its office in Irving, Texas, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“Event of Default” means any Event of Default as defined in Section 10.01.

“Initial Note” means the Note described in Section 3.04(d) and 6.02(d).

“Interest and Sinking Fund” means the interest and sinking fund established by Section 8.01(a).

“Interest Payment Date” means the date or dates upon which interest on the Notes is scheduled to be paid until the maturity of the Notes, such dates being February 15 and August 15 of each year commencing February 15, 2012.

“Ordinance” means this Ordinance.

“Owner” means the person who is the registered owner of a Note or Notes, as shown in the Register.

“Paying Agent/Registrar” means initially TIB-The Independent BankersBank, or any successor thereto as provided in this Ordinance.

“Paying Agent/Registrar Agreement” means the Paying Agent/Registrar Agreement between the City and the Paying Agent/Registrar relating to the Notes.

“Purchaser” means TIB-The Independent BankersBank.

“Record Date” means the last business day of the month next preceding an Interest Payment Date.

“Register” means the Register specified in Section 3.06(a).

“Special Payment Date” means the Special Payment Date prescribed by Section 3.03(b).

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b).

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on Notes as the same become due and payable and remaining unclaimed by the Owners of such Notes for 90 days after the applicable payment or redemption date.

Section 1.02. Other Definitions. The terms “City Council” and “City” shall have the meaning assigned in the preamble to this Ordinance.

Section 1.03. Findings. The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.04. Table of Contents, Titles and Headings. The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.05. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Article and section references shall mean references to articles and sections of this Ordinance unless designated otherwise.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

ARTICLE II

SECURITY FOR THE NOTES

Section 2.01. Tax Levy for Payment of the Notes.

(a) The City Council hereby declares and covenants that it will provide and levy a tax legally and fully sufficient for payment of the Notes, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding obligations of the City.

(b) In order to provide for the payment of the debt service requirements on the Notes, being (i) the interest on the Notes, and (ii) a sinking fund for their payment at maturity or a sinking fund of two percent per annum (whichever amount is the greater), there is hereby levied for the current year and each succeeding year thereafter, while the Notes or interest thereon remain outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of

taxable property within the City at a rate sufficient, within the limit prescribed by law, to pay such debt service requirements, full allowance being made for delinquencies and costs of collection.

(c) The tax levied by this Section shall be assessed and collected each year and deposited into the Interest and Sinking Fund for the payment of the debt service requirements on the Notes, and the tax shall not be diverted to any other purpose.

(d) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Notes when and as due and payable in accordance with their terms and this Ordinance.

(e) If the liens and provisions of this Ordinance shall be discharged in a manner permitted by Article XI, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE NOTES

Section 3.01. Authorization. The City's notes to be designated "City of Brenham, Texas, Limited Tax Notes, Series 2011," are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, particularly Chapter 1431, Texas Government Code, as amended, in the aggregate principal amount of \$1,200,000 for the public purpose of providing funds (i) for street improvements; and (ii) to pay the costs associated with the issuance of the Notes.

Section 3.02. Date, Denomination, Maturities, Numbers and Interest.

(a) The Notes shall be dated the Closing Date, shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof, and shall be numbered separately from one upward or such other designation acceptable to the City and the Paying Agent/Registrar, except the Initial Note, which shall be numbered T-1.

(b) The Notes shall mature on August 15, 2018 and shall bear interest at the per annum rate of 1.710%.

(c) Interest shall accrue and be paid on each Note, respectively, until the payment of the principal amount thereof shall have been paid or provided for, from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for. Such interest shall be payable semiannually on each February 15 and August 15 of each year, commencing on February 15, 2012, until maturity or prior redemption. Interest on the Notes shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of and interest on the Notes shall be paid in lawful money of the United States of America as provided in this Section.

(b) Interest on the Notes shall be payable to the Owners whose names appear in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Note appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

(c) Interest on the Notes shall be paid by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the person entitled to such payment, United States mail, first class postage prepaid, to the address of such person as it appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expenses of such other customary banking arrangements.

(d) The principal of each Note shall be paid to the person in whose name such Note is registered on the due date thereof (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Note at the Designated Payment/Transfer Office.

(e) If a date for the payment of the principal of or interest on the Notes is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

(f) Subject to any applicable escheat, unclaimed property, or similar law, including Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be paid to the City and thereafter neither the City, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Notes for any further payment of such unclaimed moneys or on account of any such Notes.

Section 3.04. Execution and Initial Registration.

(a) The Notes shall be executed on behalf of the City by the Mayor and City Secretary of the City, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Notes shall have the same effect as if each of the Notes had been signed manually and in person by each of

said officers, and such facsimile seal on the Notes shall have the same effect as if the official seal of the City had been manually impressed upon each of the Notes.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Notes ceases to be such officer before the authentication of such Notes or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Note shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Notes. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Note delivered on the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Note has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the Closing Date, one Initial Note representing the entire principal amount of the Notes, executed by manual or facsimile signature of the Mayor and City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the Purchaser or its designee.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Note is registered as the absolute owner of such Note for the purpose of making and receiving payment of the principal thereof and premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that interest is to be paid to the person in whose name the Note is registered on the Record Date), and for all other purposes, whether or not such Note is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the person deemed to be the Owner of any Note in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Note to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Notes remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Notes in accordance with this Ordinance.

(b) The ownership of a Note may be transferred only upon the presentation and surrender of the Note at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Note shall be effective until entered in the Register.

(c) The Notes shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Note or Notes of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Notes presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Notes exchanged for other Notes in accordance with this Section.

(d) Each exchange Note delivered by the Paying Agent/ Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Note or Notes in lieu of which such exchange Note is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for any different denomination of any of the Notes. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Note.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Note called for redemption, in whole or in part, where such redemption is scheduled to occur within forty-five (45) calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Note.

Section 3.07. Cancellation and Authentication. All Notes paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Notes in lieu of which exchange Notes or replacement Notes are authenticated and delivered in accordance with this Ordinance, shall be cancelled upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of the cancelled Notes in accordance with the such Paying Agent/Registrar's record retention policies.

Section 3.08. Temporary Notes.

(a) Following the delivery and registration of the Initial Note and pending the preparation of definitive Notes, the proper officers of the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Notes that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Notes in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Notes may determine, as evidenced by their signing of such temporary Notes.

(b) Until exchanged for Notes in definitive form, such Notes in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Notes in definitive form; thereupon, upon the presentation and surrender of the Note or Notes in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Notes in temporary form and authenticate and deliver in exchange therefor a Note or Notes of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Note or Notes in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Notes.

(a) Upon the presentation and surrender to the Paying Agent/Registrar, at the Designated Payment/Transfer Office, of a mutilated Note, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Note of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Note to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Note is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Note has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Note of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Note;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Note, a bona fide purchaser of the original Note in lieu of which such replacement Note was issued presents for payment such original Note, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Note from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Note has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Note, may pay such Note.

(e) Each replacement Note delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Note or Notes in lieu of which such replacement Note is delivered.

ARTICLE IV

REDEMPTION OF NOTES BEFORE MATURITY

Section 4.01. Optional Redemption. The Notes shall be subject to redemption, at the option of the City, in whole or in part, on December 20, 2012, or any date thereafter, at a redemption price equal to the principal amount thereof redeemed plus accrued unpaid interest thereon to the date of redemption. If less than all of the Notes are redeemed, the City shall designate the sinking fund payment to which such redemption shall be allocated.

Section 4.02. Mandatory Sinking Fund Redemption.

(a) The Notes are subject to mandatory sinking fund redemption prior to their scheduled maturity and will be redeemed by the City in part at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date, on August 15 in each of the years and in the principal amounts shown in the following schedule:

<u>Year</u>	<u>Principal Amounts</u>
2012	\$165,000
2013	165,000
2014	165,000
2015	170,000
2016	170,000
2017	180,000
2018	185,000*

*Maturity

(b) The principal amount of the Notes required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of the Notes which, at least 50 days prior to a mandatory redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City.

(c) The City reserves the right to purchase Notes, in lieu of redemption, at a price not exceeding the principal amount thereof, plus accrued interest, with moneys on deposit in the

Interest and Sinking Fund which are available for mandatory redemption of the Notes, and the principal amount of Notes so purchased and delivered to the Paying Agent/Registrar at least 50 days prior to a mandatory redemption date shall be credited against the amount required to be called for redemption in that year.

Section 4.03. Notice of Redemption to Owners.

(a) In the event (i) of a redemption pursuant to Section 4.01 or 4.02 and (ii) that the Purchaser is not the sole Owner of the Notes, the Paying Agent/Registrar shall give notice of such redemption of Notes by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Note (or part thereof) to be redeemed, at the address shown in the Register.

(b) The notice shall state the redemption date, the redemption price, the place at which the Notes are to be surrendered for payment, and, if less than all the Notes outstanding are to be redeemed, an identification of the Notes or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.04. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Notes to be redeemed on such date by setting aside and holding in trust an amount from the Interest and Sinking Fund or otherwise received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, and accrued interest on the Notes being redeemed.

(b) Upon presentation and surrender of any Note called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Note to the date of redemption from the money set aside for such purpose.

Section 4.05. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.03 of this Ordinance, the Notes or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Notes or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Notes are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Note or portion thereof shall continue to bear interest at the rate stated on the Note until due provision is made for the payment of same.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar. TIB-The Independent BankersBank, is hereby appointed as the initial Paying Agent/Registrar for the Notes.

Section 5.02. Qualifications. Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Notes.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Notes are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor Pro Tem is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar. The signature of the Mayor Pro Tem shall be attested by the City Secretary.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04. Termination. The City, upon not less than 60 days notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination, provided, that such termination shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Notes.

Section 5.05. Notice of Change. Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner and any bond insurer by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Notes to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE NOTES

Section 6.01. Form Generally.

(a) The Notes, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Notes, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and indorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Notes, as evidenced by their execution thereof.

(b) Any portion of the text of any Notes may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Notes.

(c) The Notes, including the Initial Note submitted to the Attorney General of Texas and any temporary Notes, shall be typed, printed, lithographed, photocopied or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Notes, as evidenced by their execution thereof.

Section 6.02. Form of Notes. The form of Notes, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Notes, shall be substantially as follows:

(a) [Form of Note]

REGISTERED

REGISTERED

No. _____

\$ _____

United States of America
State of Texas

CITY OF BRENHAM, TEXAS
LIMITED TAX NOTES
SERIES 2011

INTEREST RATE	MATURITY DATE	DATED DATE
1.710%	August 15, 2018	December 19, 2011

The City of Brenham (the “City”), in the Counties of Coryell, Lampasas and Bell, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless this Note shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing February 15, 2012.

The principal of this Note shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Note at the corporate trust office in Irving, Texas (the “Designated Payment/Transfer Office”), of TIB-The Independent BankersBank, as initial Paying Agent/Registrar, or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Note is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangements acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the person to whom interest is to be paid. For the purpose of the payment of interest on this Note, the registered owner shall be the person in whose name this Note is registered at the close of business on the “Record Date,” which shall be the last business day of the month next preceding such interest payment

date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “Special Payment Date,” which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Note appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Notes is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Note is one of a series of fully registered notes specified in the title hereof, issued in the aggregate principal amount of \$1,200,000 (herein referred to as the “Notes”), pursuant to a certain ordinance of the City Council of the City (the “Ordinance”) for the public purpose of providing funds for authorized public improvements for and within the City, and to pay the costs of issuance related to the Notes.

The Notes and the interest thereon are payable from the levy of a direct and continuing ad valorem tax, within the limit prescribed by law, against all taxable property in the City as described and provided in the Ordinance.

This Note is subject to redemption prior to stated maturity at the option of the City on December 20, 2012, or any date thereafter, in whole or in part, at a redemption price equal to the principal amount thereof plus accrued and unpaid interest thereon. If the Notes are redeemed in part, the City shall determine the amount thereof to be redeemed in accordance with the terms of the Ordinance.

The Notes are subject to mandatory sinking fund redemption prior to their scheduled maturity and will be redeemed by the City in part at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date, on August 15 in each of the years and in the principal amounts shown in the following schedule:

<u>Year</u>	<u>Principal Amounts</u>
2012	\$165,000
2013	165,000
2014	165,000
2015	170,000
2016	170,000
2017	180,000
2018	185,000*

*Stated Maturity

The principal amount of the Notes required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of the Notes which, at least 50 days prior to a mandatory redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation or (ii) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City.

The City reserves the right to purchase Notes, in lieu of redemption, at a price not exceeding the principal amount thereof, plus accrued interest, with moneys on deposit in the Interest and Sinking Fund which are available for mandatory redemption of the Notes, and the principal amount of Notes so purchased and delivered to the Paying Agent/Registrar at least 50 days prior to a mandatory redemption date shall be credited against the amount required to be called for redemption in that year.

In the event that the initial Purchaser of the Notes (as defined in the Ordinance) is not the sole registered owner of all of the Notes, notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each of the Notes to be redeemed in whole or in part. Notice having been so given, the Notes or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice; and, from and after such date, notwithstanding that any of the Notes or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Notes or portions thereof shall cease to accrue.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Note is transferable upon surrender of this Note for transfer at the Designated Payment/Transfer Office, with such indorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar, and, thereupon, one or more new fully registered Notes of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Note called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Note.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Note is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Note be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Note and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Notes have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the

total indebtedness of the City, including the Notes, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, this Note has been duly executed on behalf of the City, under its official seal, in accordance with law.

City Secretary, City of Brenham, Texas

Mayor, City of Brenham, Texas

[Seal]

(b) [Form of Certificate of Paying Agent/Registrar]

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Notes referred to in the within mentioned Ordinance. The series of Notes of which this Note is a part was originally issued as one Initial Note which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

TIB-The Independent BankersBank,
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(c) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number: _____) the within Note and all rights hereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____

Signature Guaranteed By: _____

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(d) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Note:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Note, and that this Note has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

Comptroller of Public Accounts of the
State of Texas

[SEAL]

Section 6.03. CUSIP Registration. The City may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor’s Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Notes. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Notes shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Notes as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Notes.

Section 6.04. Legal Opinion. The approving legal opinion of Vinson & Elkins L.L.P., Bond Counsel, may be printed on each Note over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VII

SALE OF THE NOTES; CONTROL AND DELIVERY OF THE NOTES

Section 7.01. Sale of Notes.

(a) The Notes are hereby officially sold and awarded to TIB-The Independent BankersBank (the "Purchaser") for a purchase price equal to the principal amount thereof, being the most favorable terms reasonable available to the City, pursuant to a purchase agreement (the "Purchase Agreement") between the City and the Purchaser, such Purchase Agreement being hereby approved. The Mayor of the City is hereby authorized and directed to execute and deliver the Purchase Agreement to the Purchaser. The Notes shall initially be registered in the name of the Purchaser or its designee.

(b) All officers and officials of the City are authorized to take such actions and to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of the Notes, as they may deem necessary and appropriate in order to consummate the delivery of the Notes. Further, in connection with the submission of the record of proceedings for the Notes to the Attorney General of the State of Texas for examination and approval of such Notes, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Notes or (ii) \$9,500).

(c) The obligation of the Purchaser identified in subsection (a) of this Section to accept delivery of the Notes is subject to the Purchaser being furnished with the final, approving opinion of Vinson & Elkins L.L.P., Bond Counsel for the City, which opinion shall be dated as of and delivered on the Closing Date.

Section 7.02. Control and Delivery of Notes.

(a) The Mayor is hereby authorized to have control of the Initial Note and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Notes shall be made to the Purchaser under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for

the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

ARTICLE VIII

CREATION OF FUNDS AND ACCOUNTS; DEPOSIT OF PROCEEDS; INVESTMENTS

Section 8.01. Creation of Funds.

(a) The City hereby establishes the following special funds or accounts:

(i) The City of Brenham, Texas, Limited Tax Notes, Series 2011, Interest and Sinking Fund; and

(ii) The City of Brenham, Texas, Limited Tax Notes, Series 2011, Construction Fund.

(b) Each of said funds or accounts shall be maintained at an official depository of the City.

Section 8.02. Interest and Sinking Fund.

(a) The taxes levied under Section 2.01 shall be deposited to the credit of the Interest and Sinking Fund at such times and in such amounts as necessary for the timely payment of the principal of and interest on the Notes.

(b) If the amount of money in the Interest and Sinking Fund is at least equal to the aggregate principal amount of the outstanding Notes plus the aggregate amount of interest due and that will become due and payable on such Notes, no further deposits to that fund need be made.

(c) Money on deposit in the Interest and Sinking Fund shall be used to pay the principal of and interest on the Notes as such become due and payable.

Section 8.03. Construction Fund.

(a) Money on deposit in the Construction Fund, including investment earnings thereof, shall be used for the purposes specified in Section 3.01 of this Ordinance.

(b) All amounts remaining in the Construction Fund after the accomplishment of the purposes for which the Notes are hereby issued, including investment earnings of the Construction Fund, shall be deposited into the Interest and Sinking Fund.

Section 8.04. Security of Funds. All moneys on deposit in the funds referred to in this Ordinance shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

Section 8.05. Deposit of Proceeds. The proceeds from the sale of the Notes shall be deposited to the Construction Fund, such moneys to be dedicated and used for the purposes specified in Section 3.01.

Section 8.06. Investments.

(a) Money in the Interest and Sinking Fund and the Construction Fund, at the option of the City, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.07. Investment Income. Interest and income derived from investment of any fund created by this Ordinance shall be credited to such fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Notes. While any of the Notes are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay the interest on and the principal of the Notes, as applicable, as will accrue or mature on each applicable Interest Payment Date.

Section 9.02. Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Note; the City will promptly pay or cause to be paid the principal of, interest on, and premium, if any, with respect to, each Note on the dates and at the places and manner prescribed in such Note; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Notes; all action on its part for the creation and issuance of the Notes has been duly and effectively taken; and the Notes in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.03. Provisions Concerning Federal Income Tax Exclusion. The City intends that the interest on the Notes shall be excludable from gross income for purposes of federal income taxation pursuant to sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations promulgated thereunder (the "Regulations"). The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Notes to be includable in the gross income, as defined in section 61 of the Code, of the holders thereof for purposes of federal income taxation. In particular, the City covenants and

agrees to comply with each requirement of Sections 9.03 through 9.13 of this Article IX; provided, however, that the City shall not be required to comply with any particular requirement of Sections 9.03 through 9.13 of this Article IX if the City has received an opinion of nationally recognized bond counsel (“Counsel’s Opinion”) that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Notes or if the City has received a Counsel’s Opinion to the effect that compliance with some other requirement set forth in Sections 9.03 through 9.13 of this Article IX will satisfy the applicable requirements of the Code, in which case compliance with such other requirement specified in such Counsel’s Opinion shall constitute compliance with the corresponding requirement specified in Sections 9.03 through 9.13 of this Article IX.

Section 9.04. No Private Use or Payment and No Private Loan Financing. The City shall certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Notes are delivered, and the proceeds of the Notes will not be used in a manner that would cause the Notes to be “private activity bonds” within the meaning of section 141 of the Code and the Regulations. The City covenants and agrees that it will make such use of the proceeds of the Notes, including interest or other investment income derived from Note proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Notes will not be “private activity bonds” within the meaning of section 141 of the Code and the Regulations.

Section 9.05. No Federal Guaranty. The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Notes to be “federally guaranteed” within the meaning of section 149(b) of the Code and the Regulations, except as permitted by section 149(b)(3) of the Code and the Regulations.

Section 9.06. Notes are not Hedge Bonds. The City covenants and agrees not to take any action, or knowingly omit to take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Notes to be “hedge bonds” within the meaning of section 149(g) of the Code and the Regulations.

Section 9.07. No-Arbitrage Covenant. The City shall certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Notes are delivered, the City will reasonably expect that the proceeds of the Notes will not be used in a manner that would cause the Notes to be “arbitrage bonds” within the meaning of section 148(a) of the Code and the Regulations. Moreover, the City covenants and agrees that it will make such use of the proceeds of the Notes including interest or other investment income derived from Note proceeds, regulate investments of proceeds of the Notes and take such other and further action as may be required so that the Notes will not be “arbitrage bonds” within the meaning of section 148(a) of the Code and the Regulations.

Section 9.08. Arbitrage Rebate. If the City does not qualify for an exception to the requirements of Section 148(f) of the Code, the City will take all necessary steps to comply with

the requirement that certain amounts earned by the City on the investment of the “gross proceeds” of the Notes (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the City will (i) maintain records regarding the investment of the gross proceeds of the Notes as may be required to calculate the amount earned on the investment of the gross proceeds of the Notes separately from records of amounts on deposit in the funds and accounts of the City allocable to other bond issue of the City or moneys which do not represent gross proceeds of any bonds of the City, (ii) calculate at such times as are required by the Regulations, the amount earned from the investment of the gross proceeds of the Notes which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Notes or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Notes that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm’s length and had the yield on the issue not been relevant to either party.

Section 9.09. Information Reporting. The City covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Notes are issued, an information statement concerning the Notes, all under and in accordance with section 149(e) of the Code and the Regulations.

Section 9.10. Record Retention. The City will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Notes until six years after the last Note is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the City to retrieve and reproduce such books and records in the event of an examination of the Notes by the Internal Revenue Service.

Section 9.11. Registration. The Notes will be issued in registered form.

Section 9.12. Continuing Obligation. Notwithstanding any other provision of this Ordinance, the City’s obligations under the covenants and provisions of Sections 9.03 through 9.13 of this Article IX shall survive the defeasance and discharge of the Notes.

Section 9.13. Qualified Tax-Exempt Obligations. The City hereby designates the Notes as “qualified tax-exempt obligations” for purposes of section 265(b) of the Code. In connection therewith, the City represents (a) that the aggregate amount of tax-exempt obligations issued by the City during calendar year 2011, including the Notes, which have been designated as “qualified tax-exempt obligations” under section 265(b)(3) of the Code does not exceed \$10,000,000, and (b) that the reasonably anticipated amount of its tax-exempt obligations which will be issued by the City during calendar year 2011, including the Notes, will not exceed

\$10,000,000. For purposes of this Section 9.13, the term “tax-exempt obligations” does not include “private activity bonds” within the meaning of section 141 of the Code, other than “qualified 501(c)(3) bonds” within the meaning of section 145 of the Code. In addition, for purposes of this Section 9.13, the City includes all governmental units which are aggregate with the City under section 265(b) of the Code.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an “Event of Default,” to-wit:

(i) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Notes when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Owner to the City.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then and in every case any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Notes then outstanding.

Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Notes or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Notes shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI

DISCHARGE

Section 11.01. Discharge. The City reserves the right to defease, discharge or refund the Notes in any manner permitted by applicable law.

ARTICLE XII

EFFECTIVE IMMEDIATELY

Section 12.01. Effectiveness. This Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

APPROVED this 17th day of November, 2011.

Mayor, City of Brenham, Texas

ATTEST:

City Secretary, City of Brenham, Texas



AGENDA ITEM 7

DATE OF MEETING: November 17, 2011		DATE SUBMITTED: October 31, 2011	
DEPT. OF ORIGIN: Administration		SUBMITTED BY: Jeana Bellinger	
MEETING TYPE:		CLASSIFICATION:	
<input checked="" type="checkbox"/> REGULAR		<input type="checkbox"/> PUBLIC HEARING	
<input type="checkbox"/> SPECIAL		<input type="checkbox"/> CONSENT	
<input type="checkbox"/> EXECUTIVE SESSION		<input checked="" type="checkbox"/> REGULAR	
		<input type="checkbox"/> WORK SESSION	
ORDINANCE:			
<input type="checkbox"/> 1 ST READING			
<input type="checkbox"/> 2 ND READING			
<input type="checkbox"/> RESOLUTION			
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Election Services Contract Between the City of Brenham and Washington County Related to Election Responsibilities for the January 21, 2012 Special Election and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY STATEMENT: The attached Election Services Contract outlines what the City and/or the County will be responsible for during the January 21, 2012 Special Election process. The contract is the same one that was approved by Council for the 2011 General Election.			
Please note that this Contract has been sent to the County Clerk for review; however, due to Early Voting for the November election, I have not yet met with her to discuss and make any necessary changes. Therefore, I am requesting that Council approve the Agreement and authorize the Mayor to execute it once approved, in final form, by the City Attorney.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) Election Services Contract Between the City of Brenham, Texas and Washington County, Texas for the January 21, 2012 Special Election			
FUNDING SOURCE (Where Applicable): Budgeted expense (Acct. No. 5-121-907.00 - Election)			
RECOMMENDED ACTION: Approve the Election Services Contract between the City of Brenham and Washington County related to election responsibilities for the January 21, 2012 Special Election and authorize the Mayor to execute the necessary documentation - once approved in final form by the City Attorney.			
APPROVALS: Terry K. Roberts			

**ELECTION SERVICES CONTRACT BETWEEN THE CITY OF
BRENHAM, TEXAS AND WASHINGTON COUNTY, TEXAS
FOR THE JANUARY 21, 2012 SPECIAL ELECTION**

THE STATE OF TEXAS

COUNTY OF WASHINGTON

This Election Services Contract is made the _____ day of _____, 2011, and is entered into by and between the **City of Brenham**, herein called "City" and **Washington County, Texas**, herein called "County", with both parties agreeing to share proportional benefit from and responsibility for this Contract, if an election is held, and is based upon the following terms and conditions, to wit:

PURPOSE OF AGREEMENT AND AUTHORITY:

The County and the City have determined that it is in the public interest and the best use of available resources that this Election Services Contract be made and entered into wherein:

Section 1: As authorized by Section 123.032 of the Texas Election Code, the County shall:

- Lease one (1) AutoMARK v.1.0 Voting System to the City to be used for Early Voting;
- Lease one (1) AutoMARK v.1.0 Voting System to the City for each polling place on Election Day; and
- Provide one (1) E-Book to the City for Early Voting and four (4) E-Books to the City for Election Day polling places, all at no charge to the City.

Section 2: The County shall secure and reserve the Washington County Annex Building located at 100 S. Park Street, and allow the City to conduct early voting by personal appearance at said location as follows:

Early voting by personal appearance each weekday from 8:00 a.m. to 5:00 p.m., which shall begin on Wednesday, January 4, 2012 and shall end on Tuesday, January 17, 2012 except, as required by §85.005 of the Texas Election Code, early voting by personal appearance shall be conducted from 8:00 a.m. to 8:00 p.m. on Monday, January 9, 2012 and Tuesday, January 10, 2012.

Section 3: The City shall secure and use the following polling places on Election Day:

- Ward 1: Nancy Carol Roberts Memorial Library
100 West Academy
Brenham, Texas
- Ward 2: Alton Elementary School Gymnasium
304 Kerr Street
Brenham, Texas
- Ward 3: Brenham Junior High Band Hall
1200 Carlee Drive
Brenham, Texas
- Ward 4: Blinn Junior College Student Center
1007 Walter Schwartz Way
Brenham, Texas

Section 4: The City Secretary will name Carol Foster, Washington County Election Services Coordinator as a Deputy Early Voting Clerk to assist when needed.

Section 5: Election Judges will deliver ballot boxes to City Hall on Election night for counting. City Secretary will arrange for them to be escorted by the Brenham Police Department. Clerks assigned to work Early Voting duties will be Early Voting Ballot Board, along with City Secretary.

TERM

The rental period for the AutoMARK v.1.0 Voting System equipment shall commence on January 4, 2012 and include any and all legally-required days for Early Voting, and shall terminate upon the completion of the January 21, 2012 Special Election. The City shall return the equipment to the County promptly upon completion of all election-related procedures and duties requiring the use of the voting system equipment.

RENTAL

The City shall pay the County the following rates for use of the AutoMARK v.1.0 Voting System equipment: \$125.00 per machine for the first day of Early Voting; \$50.00 per machine for each additional day of Early Voting; and \$125.00 per machine on Election Day. The County shall provide the E-Books to the City at no charge.

USE

The City shall use the electronic voting equipment and supplies in a careful and proper manner. The City shall take delivery of the equipment from the County Clerk of Washington County, Texas, and deliver to its polling locations. The City shall return the same to the County Clerk of Washington County, Texas immediately after the election for which it is rented.

The City shall comply with the County Clerk's instructions, as well as the manufacturer's manual, as to the use and operation of said equipment and any laws, ordinances, and regulations relating to the possession, use and maintenance of the equipment and limit its use only for the purposes of holding the election described herein.

DUTIES AND SERVICES:

The County shall order:

- The programming for the AutoMARK v.1.0 Voting Systems;
- An appropriate number of AutoMARK v.1.0 Voting System ballots (as determined by the City Secretary and County Clerk);
- All election supplies required for the use of the E-Books; and
- Any required testing materials from ES&S (Election Systems & Software).

The County shall be responsible for programming the ballot into the equipment and paying all programming fees and ballot costs incurred directly to ES&S (Election Systems & Software), 6055 Paysphere Circle, Chicago, IL 60674. The City shall reimburse the County all costs incurred in relation to AutoMARK programming and ballots, E-Book supplies, and testing materials provided by ES&S with regard to the City's election.

The City acknowledges that the equipment requires special programming and shall make no alterations in the leased election equipment without obtaining prior written permission from the County Clerk of Washington County. The City, at its own cost and expense, shall keep the equipment in good repair, condition, and working order and shall see that the equipment is not subject to careless or rough usage or exposure to harsh weather. The County shall provide all election judges and clerks for the City election (as determined by the City Secretary and County Clerk), and will conduct a training session for election poll workers on the proper handling and use of the voting machine(s).

Further, the County will arrange for and publish in the local newspaper timely notice of the public test of all electronic equipment. However, the City shall reimburse the County all costs incurred to publish said notice in the newspaper.

At the conclusion of said election, the County shall submit an itemized invoice to the City for payment of the City's share of election costs. In accordance with Section 31.100(d) of the Election Code, the County shall also include in the itemized invoice an administrative fee of not more than ten percent (10%) of the total cost of the City's election, payable to the County pursuant to this Contract.

The City will order and provide paper ballots for voters desiring to utilize paper ballots in the election.

INSPECTION:

The County Clerk shall at all times during the election have the right to enter into the premises where the election is being held for the purposes of inspecting the voting system equipment and observing its use.

LOSS/DAMAGE:

The City assumes all risk of loss of and damage to the County-owned election equipment caused by the City. In the event of loss or damage to the County-owned election equipment caused by the City, the City at the option of the County shall:

- Repair the election equipment, at its cost and expense, subject however to warranty coverage provided by manufacturer; or
- Replace the property with like property in good repair which property shall then become subject to this Contract.

INDEMNITY:

To the extent allowed by law, the City shall indemnify the County against and hold the County harmless from, all claims, actions, proceedings, costs, damages, and liabilities, including attorneys fees, arising out of, connected with, or resulting from the City's use of the County-owned equipment that is the subject of this Contract, including without limitation the selection, delivery, possession, use, operation, or return of the equipment.

DEFAULT:

Noncompliance with any part of this Contract, after ten (10) days written notice of the default to the non-defaulting party, may result in termination of this Contract. Upon occurrence of a default, the County may, after ten (10) days written notice to the City and opportunity to cure the default, take possession of the County-owned equipment if the default is not cured within said ten (10) day period.

GENERAL CONDITIONS:

Nothing contained in this Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or any other election records, or any other non-transferable functions specified by §31.096, Texas Election Code, as amended.

The County Clerk shall file copies of this Contract with the County Treasurer and the County Auditor of Washington County, Texas.

Nothing contained in this Contract shall be construed to interfere with an election to be conducted in Washington County, Texas.

This Contract cannot be assigned nor may the election equipment be subleased without the written consent of each party. Ownership of the election equipment that is the subject of this Contract is and shall at all times remain the sole property of the County, and the City shall not have a right, title, or interest in said equipment.

This Contract is binding on each party only if the City holds an election on January 21, 2012. Should the City cancel the January 21, 2012 Special Election, then this Contract will cease to be enforceable and binding on either party.

APPLICABLE LAW:

This Contract shall be governed by and construed under the laws of the State of Texas.

Dated this _____ day of _____, 2011.

WASHINGTON COUNTY, TEXAS

Honorable John Brieden, County Judge

ATTEST:

Beth Rothermel, County Clerk

CITY OF BRENHAM

Milton Y. Tate, Jr., Mayor

ATTEST:

Jean Bellinger, TRMC, City Secretary



AGENDA ITEM 8

DATE OF MEETING: November 17, 2011		DATE SUBMITTED: November 10, 2011	
DEPT. OF ORIGIN: Human Resources/Risk Management		SUBMITTED BY: Janie Mehrens	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input checked="" type="checkbox"/> 1 ST READING	
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING	
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION	
	<input type="checkbox"/> WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Providing for Updated Service Credit and an Increase in Retirement Annuities In The Texas Municipal Retirement System.			
SUMMARY STATEMENT: For the past several years, City Council has approved on an annual basis an ordinance providing for updated service credit and an increase in retirement annuities of 70% of the Consumer Price Index as provided through the Texas Municipal Retirement System. In order to make any changes in any provision of the City's plan in TMRS, an ordinance must be approved. The ordinance is presented for discussion and approval. As shown on the TMRS Plan Change Study, the funding rate for the City of Brenham will increase from 6.12% to 6.46% effective January 1, 2012.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Current City of Brenham retirees will receive an annuity increase effective January 1, 2012 and future retirees will most likely have an enhanced retirement annuity because of Updated Service Credit. B. CONS: Enhancements result in an increased unfunded actuarial liability.			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) Ordinance; (2) TMRS Letter; and (3) Plan Change Study			
FUNDING SOURCE (Where Applicable): Funds are available in the FY 2012 Budget.			
RECOMMENDED ACTION: Approve an Ordinance on Its First Reading Providing for Updated Service Credit and an Increase in Retirement Annuities In The Texas Municipal Retirement System.			
APPROVALS: Terry Roberts			



TMRS-USC/CPI

TEXAS MUNICIPAL RETIREMENT SYSTEM

AN ORDINANCE AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, "UPDATED SERVICE CREDITS" IN SAID SYSTEM FOR SERVICE PERFORMED BY QUALIFYING MEMBERS OF SUCH SYSTEM WHO PRESENTLY ARE MEMBERS OF THE CITY OF BRENHAM; PROVIDING FOR INCREASED PRIOR AND CURRENT SERVICE ANNUITIES FOR RETIREES AND BENEFICIARIES OF DECEASED RETIREES OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE FOR SUCH ACTIONS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS:

Section 1. Authorization of Updated Service Credits.

(a) On the terms and conditions set out in Sections 853.401 through 853.403 of Subtitle G of Title 8, Government Code, as amended (hereinafter referred to as the "TMRS Act"), each member of the Texas Municipal Retirement System (hereinafter referred to as the "System") who has current service credit or prior service credit in the System in force and effect on the 1st day of January of the calendar year preceding such allowance, by reason of service in the employment of the City, and on such date had at least 36 months of credited service with the System, shall be and is hereby allowed "Updated Service Credit" (as that term is defined in subsection (d) of Section 853.402 of said title) in an amount that is **100%** of the "base Updated Service Credit" of the member (calculated as provided in subsection (c) of Section 853.402 of said title). The Updated Service Credit hereby allowed shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(b) In accordance with the provisions of subsection (d) of Section 853.401 of said title, the deposits required to be made to the System by employees of the several participating departments on account of current service shall be calculated from and after the date aforesaid on the full amount of such person's earnings as an employee of the City.

Section 2. Increase in Retirement Annuities.

(a) On terms and conditions set out in Section 854.203 of Subtitle G of Title 8, Government Code, as amended, the City hereby elects to allow and to provide for payment of the increases below stated in monthly benefits payable by the System to retired employees and to beneficiaries of deceased employees of the City under current service annuities and prior service annuities arising from service by such employees to this City. An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of the annuity increase under this Section is computed as the sum of the prior service and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by **70%** of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately preceding the effective date of the person's retirement to the December that is 13 months before the effective date of this Section.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation hereunder does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed hereby.

(e) The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of this City and of its account in the municipality accumulation fund of the System.

Effective Date. Subject to approval by the Board of Trustees of the System, this ordinance shall be and become effective on the **1st day of January 2012**.

Passed and approved on its first reading this the _____ day of _____,
_____.

Passed and approved on its second reading this the _____ day of _____,
_____.

ATTEST:

APPROVED:

Jeana Bellinger, City Secretary

Milton Y. Tate, Jr., Mayor



November 4, 2011

Via E-Mail

Ms. Janie H. Mehrens
Personnel Manager
City of Brenham
P.O. Box 1059
Brenham, TX 77834-1059

Dear Janie:

As per your request, enclosed is a model ordinance for your city to adopt:

***100% Updated Service Credit,
&
70% CPI Increase to Annuitants
Ad-hoc (one time only basis)***

With the adoption of these additional benefits, your city's full contribution rate for 2012 will be **6.46%**.

We will appreciate receiving a copy of this ordinance as soon as possible after adoption. Please fax a copy of the executed ordinance to 512.476.2903.

If you have any questions or concerns, please do not hesitate to contact me at 1-800-924-8677.

Sincerely,

A handwritten signature in blue ink that reads 'Eric W. Davis'.

Eric W. Davis
Deputy Executive Director



Plan Change Study

00176 Brenham

Proposed Plans

GRID 2012

For Informational Purposes Only
 Effective Date - January 1, 2012
 Report Date - November 3, 2011

Plan Provisions

Deposit Rate	5.00%	<u>1</u>
Matching Ratio	2 to 1	5.00%
Updated Service Credit	0%	2 to 1
Transfer USC **	No	100% ✓
Annuity Increase	0%	Yes
20 Year/Any Age Ret.	Yes	70% ✓
Vesting	5 years	Yes
Contribution Rates	2012	5 years
Normal Cost Rate	5.38%	2012
Prior Service Rate	0.74%	5.46%
Retirement Rate	6.12%	1.00%
Supplemental Death Rate	0.00% (None)	6.46%
Total Rate	6.12%	0.00% (None)
Unfunded Actuarial Liability	\$834,942	6.46%
Amortization Period	25 years	\$1,077,962
Funded Ratio	97.1%	25 years
Phase-In Total Rate	N/A	96.3%
Study exceeds 11.50% stat max	No	N/A

**This is the addition to the Initial Prior Service Rate for USC for transfers. There were 8 eligible transfer employees on the valuation date.



AGENDA ITEM 9

DATE OF MEETING: November 3, 2011	DATE SUBMITTED: October 27, 2011	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Terry Roberts	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input checked="" type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-11-023 for the Election of Members to the Board of Directors of the Washington County Appraisal District		
SUMMARY STATEMENT: At the October 20, 2011 council meeting, Resolution No. R-11-018 was approved for the nomination of Washington County Appraisal District Board members to serve a two-year term beginning January 1, 2012. Our taxing entity received 571 votes; these votes can be cast to one candidate or distributed among any of the candidates. The candidates on the official ballot include Charles Gaskamp, Delton Koerth, Joel Romo, John Schaer and Johanna Fatheree		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
PROS: The City of Brenham, as a taxing entity, has the opportunity to vote for the WCAD Board of Directors		
CONS: Decline the opportunity to vote for the WCAD Board of Directors		
ALTERNATIVES (In Suggested Order of Staff Preference): N/A		
ATTACHMENTS: (1) Resolution No. R-11-023; and (2) Official Ballot WCAD Board of Directors Election		
FUNDING SOURCE (Where Applicable): N/A		
RECOMMENDED ACTION: Approve Resolution No. R-11-023 for the election of members to the Board of Directors of the Washington County Appraisal District		
APPROVALS: Terry Roberts		

RESOLUTION NO. R-11-023

A RESOLUTION OF THE CITY OF BRENHAM, TEXAS FOR THE ELECTION OF MEMBERS TO THE BOARD OF DIRECTORS OF THE WASHINGTON COUNTY APPRAISAL DISTRICT

WHEREAS, the Washington County Tax Appraisal District is governed by a board of five directors, serving two-year terms beginning on January 1 of even numbered years; and

WHEREAS, the governing boards of the participating taxing entities elect the directors under a system of cumulative voting; and

WHEREAS, the City of Brenham, Texas may cast its total number of votes for one candidate or distribute it among candidates for any number of directorships; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brenham, Texas that the City of Brenham, Texas does hereby cast its votes as shown for the following people for membership on the Board of Directors of the Washington County Appraisal District:

<u>CANDIDATES</u>	<u>VOTES CAST</u>
Charles Gaskamp	114
Delton Koerth	114
Joel Romo	114
John Schaer	114
Johanna Fatheree	115

BE IT FURTHER RESOLVED that this Resolution be adopted and entered upon the pages of the minutes of the City Council of Brenham, Texas, and that a copy of this Resolution be presented to the Chief Appraiser of the Washington County Appraisal District office at 1302 Niebuhr Street, Brenham, Texas.

APPROVED this the _____ day of _____, 2011.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

WASHINGTON COUNTY APPRAISAL DISTRICT

P. O. BOX 681 1301 NIEBUHR BRENHAM, TEXAS 77834-0681

(979) 277-3740

November 10, 2011

City of Brenham
Mr. Terry Roberts
PO Box 1059
Brenham, TX 77834-1059

Re: Ballot for Appraisal District Board Member Election

Dear Mr. Roberts,
Enclosed is the official ballot of the candidates for the Washington County Tax Appraisal District Board of Directors. **Each voting district must vote in open meeting, report its vote by written resolution, and submit it to the Chief Appraiser before December 16, 2011.**

You may cast your votes to one candidate or you may distribute the votes to any number of candidates. Your votes must be cast to a person nominated and named on the ballot. **Your taxing entity will receive 571 votes**

The calculation of these votes was illustrated to you in my letter of September 8, 2011. If you have questions concerning this process, please contact me.

Thank you for participating in this election.

Sincerely,



Willy Dilworth
Chief Appraiser

2012

OFFICIAL BALLOT
Washington County Appraisal District
Board of Directors Election

CANDIDATES

VOTES ALLOCATED

Charles Gaskamp

_____ Votes

Delton Koerth

_____ Votes

Joel Romo

_____ Votes

John Schaer

_____ Votes

Johanna Fatheree

_____ Votes

Issued under my hand, this the 10th day of November, 2011.



Willy Dilworth
Chief Appraiser
Washington County Appraisal District