



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY DECEMBER 6, 2012 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Andrew Ebel**
- 3. Special Recognitions**
 - 3-a. Brenham Police Department Promotions***
 - Dant Lange
 - Trey Gully
 - Kelvin Raven
 - John Snowden
 - 3-b. Brenham Police Department Special Awards***
 - Mark Pierce
 - Judson Hall
 - Mike Davis
- 4. 4-a. Service Recognitions**
 - Kevin Boggus – 5 years
 - Mark Pierce – 5 years
 - Cindy Turnbow – 10 years
 - Trey Gully – 15 years
 - 4-b. New Employees**
 - Adam Lewer – Information Technology
 - Grant Lischka – City Engineer
- 5. Citizens Comments**

CONSENT AGENDA

6. 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.

- 6-a. Ordinance No. O-12-027 on its Second Reading Providing for Updated Service Credit and an Increase in Retirement Annuities in the Texas Municipal Retirement System**
- 6-b. Ordinance No. O-12-028 on Its Second Reading Establishing a No-Parking Zone on the East Side of Seward Street between the North Right of Way Line of W. Main Street and the South Right of Way Line of W. Vulcan Street**
- 6-c. Ordinance No. O-12-029 on Its Second Reading Authorizing the Placement of Stop Signs on Hickory Hollow Lane at Its Intersection with Twisted Oak Drive**

Page 1 - 6

WORK SESSION

- 7. Discussion and Presentation of Group Stop Loss Insurance Coverage and an Alternative Agreement for a Fully-Funded Group Medical Plan for Calendar Year 2013**

Page 7 - 8

REGULAR AGENDA

- 8. Discuss and Possibly Act Upon Approval of Ordinance O-12-030 Providing for the Issuance and Sale of City of Brenham, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2012; in the Aggregate Principal Amount of \$1,850,000; Levying a Tax in Payment Thereof; Prescribing the Terms and Provision of said Certificates; Awarding the Sale Thereof; and Enacting Other Provisions Relating to the Subject**
- 9. Discuss and Possibly Act Upon an Agreement for Standard Software Maintenance with New World Systems Corporation and Authorize the Mayor to Execute Any Necessary Documentation**
- 10. Discuss and Possibly Act Upon Resolution No. R-12-019 Authorizing the City Manager to Approve and Execute Certain Purchase Orders, Agreements, Contracts and Related Documents Regarding City Operations up to \$50,000.00**

Page 9 - 59

Page 60 - 66

Page 67 - 74

11. **Discuss and Possibly Act Upon an Ordinance on its First Reading Amending the Rate Tariff Schedule(s) for the City of Brenham Transfer/Collection Station Rates**
Page 75 - 80
12. **Discuss and Possibly Act Upon an Election Services Contract Between the City of Brenham and Washington County Related to Election Responsibilities for the May 11, 2013 General and Special Elections and Authorize the Mayor to Execute Any Necessary Documentation**
Page 81 - 91
13. **Discuss and Possibly Act Upon the Purchase of Group Stop Loss Coverage or Alternatively Approve an Agreement with Texas Municipal League Intergovernmental Employee Benefits Pool for the Purchase of a Fully-Funded Group Medical Plan for Calendar Year 2013 and Authorize the Mayor to Execute any Necessary Documentation**
Page 92 – 93
14. **Discuss and Possibly Act Upon Renewal of the Police Protection Agreement between the City of Brenham and the Brenham Housing Authority and Authorize the Mayor to Execute any Necessary Documentation**
Page 94 - 98
15. **Discuss and Possibly Act Upon Resolution No. R-12-022 Authorizing the Submission of a Grant Application to TxDOT for the Selective Traffic Enforcement Program (STEP) Grant for the Period of October 1, 2013 through September 30, 2014 and Authorize the Mayor to Execute Any Necessary Documentation**
Page 99 - 100

EXECUTIVE SESSION

16. **Section §551.074 – Personnel Matters – Discuss and Consider Re-Appointment and Compensation for Municipal Court Judges Julian Weisler and Robert Wright and City Prosecutor Bill Kendall**
Page 101

RE-OPEN REGULAR SESSION

17. **Discuss and Possibly Take Action as a Result of Executive Session Regarding Re-Appointment and Compensation for Municipal Court Judges Julian Weisler and Robert Wright and City Prosecutor Bill Kendall**
Page 102

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.

18. 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 December 6, 2012 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan, Brenham, Texas on December 3, 2012 at **12:50 PM**.

Jeana Bellinger, TRMC
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 _____, 2012 at _____ AM PM.

Signature

Title



ORDINANCE NO. O-12-027

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 has 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) On the terms and conditions set out in Section 853.601 of said title, any member of the System who is eligible for Updated Service Credits on the basis of service with this City, and who has unforfeited credit for prior service and/or current service with another participating municipality or municipalities by reason of previous service, and was a contributing member on 1st day of January of the calendar year preceding such allowance, shall be credited with Updated Service Credits pursuant to, calculated in accordance with, and subject to adjustment as set forth in said 853.601.

(c) 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 this 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 annuity increase under this Section is computed as the sum of the prior 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 ordinance.

(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 Benefit Accumulation Fund of the System.

Effective Date Subject to approval by the Board of Trustees of Texas Municipal Retirement System, the updated service credits and increases in retirement annuities granted hereby shall be and become effective on the **1st day of January, 2013**.

Passed and approved on its first reading this the 29th day of November, 2012

Passed and approved on its second reading this the 6th day of December, 2012.

ATTEST:

APPROVED:

Jeana Bellinger, TRMC
City Secretary

Milton Y. Tate, Jr.
Mayor

ORDINANCE NO. O-12-028

AN ORDINANCE PROVIDING FOR A NO-PARKING ZONE ALONG THE EAST SIDE OF SEWARD STREET BETWEEN THE NORTH RIGHT OF WAY LINE OF W. MAIN STREET AND THE SOUTH RIGHT OF WAY LINE OF W. VULCAN STREET; AND PROVIDING FOR PENALTY FOR VIOLATION THEREOF.

WHEREAS, it is necessary to provide for no-parking zones within the City of Brenham, to prevent accidents, collisions and damages, and to promote the flow of traffic along and into such street, and to regulate the same:

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

SECTION I.

That every person, firm or corporation, shall be prohibited from parking on the east side of Seward Street from the north right of way line of W. Main Street to the south right of way line of W. Vulcan Street in the City of Brenham.

SECTION II.

That every person, firm or corporation, operating a motor vehicle or other vehicle of any kind in, on, along and into the portion of street designated in Section I. hereof shall not park a vehicle or let a vehicle stand, or permit any vehicle to park or stand, in such designated area; except for City vehicles and emergency vehicles.

SECTION III.

That any person, firm or corporation, violating Section II hereof, shall be fined in a sum not less than \$1.00 and not more than \$500.00, plus costs.

SECTION IV.

This ordinance shall take full force and effect from and after its passage and approval.

PASSED and APPROVED on its first reading this the 29th day of November, 2012.

PASSED and APPROVED on its second reading this the 6th day of December, 2012.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

ORDINANCE NO. O-12-029

AN ORDINANCE REQUIRING THE PLACING OF STOP SIGNS IN THE CITY OF BRENHAM, TEXAS, SETTING THE LOCATION OF SAID STOP SIGNS, REGULATING THE TRAFFIC AT SAID STOP SIGNS, AND PROVIDING FOR PENALTY FOR VIOLATION THEREOF.

WHEREAS, it is necessary to provide stop signs on Hickory Hollow Lane at its intersection with Twisted Oak Drive in the City of Brenham to prevent accidents, collisions and damages, to promote the flow of traffic along and into such streets, and to regulate the same:

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

SECTION I.

That there shall be established and installed two stop signs on Hickory Hollow Lane at its intersection with Twisted Oak Drive immediately before entering said intersection, regulating eastbound and westbound traffic.

This stop sign shall be placed at the top of a standard, placed in the ground on the right hand side of the streets identified herein.

SECTION II.

That every person, firm or corporation, operating a motor vehicle or other vehicle of any kind, in, on, along and into the street or street intersection designated in Section 1 hereof, upon reaching a stop sign at the location so designated, shall bring said vehicle to a full and complete stop or halt, before proceeding further along said street or into or on said street intersection.

SECTION III.

That any person, firm or corporation, violating Section 2 hereof, shall be fined in a sum not less than \$1.00 and not more than \$500.00, plus costs.

SECTION IV.

This ordinance shall take full force and effect from and after its passage and approval.

PASSED and APPROVED on its first reading this the 29th day of November, 2012.

PASSED and APPROVED on its second reading this the 6th day of December, 2012.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 7

DATE OF MEETING: December 6, 2012	DATE SUBMITTED: December 3, 2012	
DEPT. OF ORIGIN: Risk Management	SUBMITTED BY: Jane H. Mehrens	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input checked="" type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discussion and Presentation of Group Stop Loss Insurance Coverage and an Alternative Agreement for a Fully-Funded Group Medical Plan for Calendar Year 2013		
SUMMARY STATEMENT: See attached memo.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Memo from Janie Mehrens		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Discussion only		
APPROVALS: Carolyn D. Miller		



**TO: MAYOR AND CITY COUNCIL
TERRY ROBERTS, CITY MANAGER**

FROM: JANIE MEHRENS

DATE: DECEMBER 3, 2012

SUBJECT: WORK SESSION AGENDA ITEM 7

TML IEBP staff and consultants are in the process of finalizing documents needed to complete the presentation for this agenda item.

Documents will be forwarded as soon as they are available.



AGENDA ITEM 8

DATE OF MEETING: December 6, 2012	DATE SUBMITTED: November 28, 2012	
DEPT. OF ORIGIN: Finance	SUBMITTED BY: Carolyn D. Miller	
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 Approval of Ordinance O-12-030 Providing for the Issuance and Sale of City of Brenham, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2012; in the Aggregate Principal Amount of \$1,850,000; Levying a Tax in Payment Thereof; Prescribing the Terms and Provision of said Certificates; Awarding the Sale Thereof; and Enacting Other Provisions Relating to the Subject.		
SUMMARY STATEMENT: The proceeds from the sale of these Certificates of Obligation will be used to construct city-wide road and street improvements, including acquisition of rights-of-way and in paying professional services of attorneys, engineers, financial advisors and other professionals in connection with the projects and costs of issuance of the Certificates. The debt service payments for these Certificates of Obligation have been included in the adopted FY12-13 budget. The City's financial advisor, Garry Kimball of Specialized Public Finance, will bring a presentation summarizing the pricing. Bond counsel, Glenn Opel of Bracewell & Giuliani, will also bring with him the ordinance complete with pricing. An ordinance involved with financing only requires a single reading.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Draft Ordinance O-12-030; and (2) Engagement letter from Bracewell & Giuliani		
FUNDING SOURCE (Where Applicable):		

RECOMMENDED ACTION: Approve Ordinance O-12-030 of the City of Brenham, Texas, authorizing the issuance and sale of City of Brenham, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2012; in the aggregate principal amount of \$1,850,000; levying a tax in payment thereof; prescribing the terms and provisions of said Certificates; awarding the sale thereof; and enacting other related provisions.

APPROVALS: Terry K. Roberts

ORDINANCE

AUTHORIZING THE
ISSUANCE OF

CITY OF BRENHAM, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION
SERIES 2012

Dated: December 1, 2012

Adopted: December 6, 2012

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.....	2
Section 1.02. Findings.....	4
Section 1.03. Table of Contents, Titles and Headings.....	4
Section 1.04. Interpretation.....	4

ARTICLE II

SECURITY FOR THE OBLIGATIONS; INTEREST AND SINKING FUND

Section 2.01. Tax Levy.....	5
Section 2.02. Interest and Sinking Fund.....	6

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE OBLIGATIONS

Section 3.01. Authorization.....	6
Section 3.02. Date, Denomination, Maturities and Interest.....	6
Section 3.03. Medium, Method and Place of Payment.....	7
Section 3.04. Execution and Registration of Obligations.....	8
Section 3.05. Ownership.....	9
Section 3.06. Registration, Transfer and Exchange.....	9
Section 3.07. Cancellation.....	10
Section 3.08. Temporary Obligations.....	10
Section 3.09. Replacement Obligations.....	11
Section 3.10. Book-Entry Only System.....	12
Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry Only System.....	12
Section 3.12. Payments to Cede & Co.....	13

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. Limitation on Redemption.....	13
Section 4.02. Optional Redemption.....	13
Section 4.03. Mandatory Sinking Fund Redemption.....	14
Section 4.04. Partial Redemption.....	15
Section 4.05. Notice of Redemption to Owners.....	15

Section 4.06. Payment Upon Redemption	16
Section 4.07. Effect of Redemption	16

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar	16
Section 5.02. Qualifications	16
Section 5.03. Maintaining Paying Agent/Registrar	17
Section 5.04. Termination	17
Section 5.05. Notice of Change to Owners	17
Section 5.06. Agreement to Perform Duties and Functions	17
Section 5.07. Delivery of Records to Successor	17

ARTICLE VI

FORM OF THE OBLIGATIONS

Section 6.01. Form Generally	18
Section 6.02. Form of the Obligations	18
Section 6.03. CUSIP Registration	25
Section 6.04. Legal Opinion	25
Section 6.05. Statement of Insurance	25

ARTICLE VII

SALE AND DELIVERY OF OBLIGATIONS; DEPOSIT OF PROCEEDS

Section 7.01. Sale of Obligations, Official Statement	25
Section 7.02. Control and Delivery of Obligations	26
Section 7.03. Deposit of Proceeds	26

ARTICLE VIII

INVESTMENTS

Section 8.01. Investments	26
Section 8.02. Investment Income	27

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Obligations	27
Section 9.02. Other Representations and Covenants	27
Section 9.03. Provisions Concerning Federal Income Tax Exclusion	27
Section 9.04. No Private Use or Payment and No Private Loan Financing	28

Section 9.05. No Federal Guaranty	28
Section 9.06. Obligations are not Hedge Bonds	28
Section 9.07. No-Arbitrage Covenant.....	28
Section 9.08. Arbitrage Rebate	29
Section 9.09. Information Reporting	29
Section 9.10. Continuing Obligation	29

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default	30
Section 10.02. Remedies for Default	30
Section 10.03. Remedies Not Exclusive.....	30

ARTICLE XI

DISCHARGE

Section 11.01. Discharge	31
--------------------------------	----

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Annual Reports	31
Section 12.02. Material Event Notices	31
Section 12.03. Limitations, Disclaimers and Amendments.....	33

ARTICLE XIII

EFFECTIVE IMMEDIATELY

Section 13.01. Effective Immediately.....	34
---	----

EXECUTION.....	
Exhibit A - Description of Annual Disclosure of Financial Information	A-1

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AWARDED THE SALE AND AUTHORIZING THE ISSUANCE OF CITY OF BRENHAM, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2012, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$1,850,000; LEVYING A TAX AND PROVIDING FOR THE PAYMENT THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, under the provisions of Subchapter C, Chapter 271, Texas Local Government Code, as amended, the City of Brenham, Texas (the "City"), is authorized to issue certificates of obligation for the purposes specified in this Ordinance and for the payment of all or a portion of the contractual obligations for professional services, including that of engineers, attorneys, and financial advisors in connection therewith, and to sell the same for cash as herein provided; and

WHEREAS, the City is authorized to provide that such obligations will be payable from and secured by the levy of a direct and continuing ad valorem tax against all taxable property within the City, in combination with all or a part of certain revenues of the City's utility system (the "System") remaining after payment of any obligations of the City payable in whole or in part from a lien or pledge of such revenues that would be superior to the obligations to be authorized herein as authorized by Chapter 1502, Texas Government Code; and

WHEREAS, the City Council has found and determined that it is necessary and in the best interests of the City and its citizens that it issue such certificates of obligation authorized by this Ordinance; and

WHEREAS, pursuant to a resolution heretofore passed by this governing body, notice of intention to issue certificates of obligation of the City payable as provided in this Ordinance was published in a newspaper of general circulation in the City in accordance with the laws of the State of Texas; and

WHEREAS, no petition of any kind has been filed with the City Secretary, any member of the City Council or any other official of the City, protesting the issuance of such certificates of obligation; and

WHEREAS, this City Council is now authorized and empowered to proceed with the issuance of said certificates of obligation and to sell the same for cash; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; therefore

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

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:

“Business Day” means any day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office is located are generally authorized or obligated by law or executive order to close.

“City” means the City of Brenham, Texas.

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

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

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named herein, its office in Dallas, 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.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Event of Default” means any event of default as defined in Section 10.01 of this Ordinance.

“Fiscal Year” means such fiscal year as shall from time to time be set by the City Council.

“Initial Obligation” means the Initial Obligation authorized by Section 3.04 of this Ordinance.

“Interest and Sinking Fund” means the interest and sinking fund established by Section 2.02 of this Ordinance.

“Interest Payment Date” means the date or dates on which interest on the Obligations is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15, commencing August 15, 2013.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” means the gross revenues of the System less the expenses of operation and maintenance as said expenses are defined by Chapter 1502, Texas Government Code, as amended.

“Obligation” means any of the Obligations.

“Obligation Date” means the date designated as the date of the Obligations by Section 3.02(a) of this Ordinance.

“Obligations” means the City’s obligations authorized to be issued by Section 3.01 of this Ordinance and designated as “City of Brenham, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2012.”

“Owner” means the person who is the registered owner of an Obligation or Obligations, as shown in the Register.

“Paying Agent/Registrar” means initially The Bank of New York Mellon Trust Company, National Association, or any successor thereto as provided in this Ordinance.

“Prior Lien Bonds” means any and all bonds or other obligations of the City presently outstanding or that may be hereafter issued, payable from and secured by a first lien on and pledge of the Net Revenues or by a lien on and pledge of the Net Revenues subordinate to a first lien and pledge of such Net Revenues but superior to the lien and pledge of the Surplus Revenues made for the Obligations.

“Project” means the purposes for which the Obligations are issued as set forth in Section 3.01.

“Record Date” means the last Business Day of the month next preceding an Interest Payment Date.

“Register” means the bond register specified in Section 3.06(a) of this Ordinance.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

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

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

“Surplus Revenues” means the Net Revenues of the System in an amount equal to \$1,000 remaining after payment of all debt service, reserve, and other requirements in connection with the City’s Prior Lien Bonds.

“System” as used in this Ordinance means the City’s utility system, including all present and future additions, extensions, replacements, and improvements thereto.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal of or interest on the Obligations as the same come due and payable or money set aside for the payment of Obligations duly called for redemption prior to maturity.

Section 1.02. 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 1.03. 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 1.04. 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) Any action required to be taken on a date which is not a Business Day shall be taken on the next succeeding Business Day and have the same effect as if taken on the date so required.

(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.

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

ARTICLE II

SECURITY FOR THE OBLIGATIONS; INTEREST AND SINKING FUND

Section 2.01. Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Obligations or any interest thereon is 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 the debt service requirements of the Obligations, being (i) the interest on the Obligations, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent per annum (whichever amount is the greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) 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 Obligations when and as due and payable in accordance with their terms and this Ordinance.

(d) The amount of taxes to be provided annually for the payment of principal of and interest on the Obligations shall be determined in the manner provided in this Section 2.01.

(e) The City's annual budget shall reflect (i) the amount of debt service requirements to become due on the Obligations in the next succeeding Fiscal Year, (ii) the amount on deposit in the Interest and Sinking Fund, as of the date such budget is prepared (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year), and (iii) the amount of Surplus Revenues estimated and budgeted to be available for the payment of such debt service requirements on the Obligations during the next succeeding Fiscal Year.

(f) The amount required to be provided in the succeeding Fiscal Year from ad valorem taxes shall be the amount, if any, the debt service requirements to be paid on the Obligations in the next succeeding Fiscal Year exceeds the sum of (i) the amount shown to be on deposit in the Interest and Sinking Fund (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year) at the time the annual budget is prepared, and (ii) the Surplus Revenues shown to be budgeted and available for payment of said debt service requirements.

(g) Following the final approval of the annual budget of the City, the governing body of the City shall, by ordinance, levy an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (b) above, to be utilized for purposes of paying the principal of and interest on the Obligations in the next succeeding Fiscal Year.

(h) The City hereby covenants and agrees that the Surplus Revenues are hereby irrevocably pledged equally and ratably to the payment of the principal of and interest on the Obligations, as the same become due.

Section 2.02. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account to be designated the “City of Brenham, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2012, Interest and Sinking Fund” (the “Interest and Sinking Fund”) said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Obligations when and as due and payable in accordance with their terms and this Ordinance.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS
REGARDING THE OBLIGATIONS

Section 3.01. Authorization.

The City’s certificates of obligation to be designated “City of Brenham, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2012,” are hereby authorized to be issued and delivered in accordance with the laws of the State of Texas, specifically Subchapter C, Chapter 271, Texas Local Government Code, and Section 9.26 of the Charter of the City. The Obligations shall be issued in the aggregate principal amount of \$1,850,000, for the purpose of paying contractual obligations to be incurred for the following purposes, to wit: (a) construction of city-wide road and street improvements, including acquisition of rights-of-way in connection therewith (the “Project”); and (b) to pay for professional services of attorneys, financial advisors and other professionals in connection with the Project and the issuance of the Obligations.

Section 3.02. Date, Denomination, Maturities and Interest.

(a) The Obligations shall be dated December 1, 2012. The Obligations 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 Obligation, which shall be numbered T-1.

(b) The Obligations shall mature on August 15 in the years and in the principal amounts and shall bear interest at the per annum rates set forth in the following schedule:

Serial Bonds

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2013			2023		
2014			2024		
2015			2025		
2016			2026		
2017			2027		
2018			2028		
2019			2029		
2020			2030		
2021			2031		
2022			2032		

Term Bonds

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
-------------	-------------------------	----------------------	-------------	-------------------------	----------------------

(c) Interest shall accrue and be paid on each Obligation respectively until its maturity or prior redemption, from the later of the Obligation Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on February 15 and August 15 of each year, commencing August 15, 2013, until maturity or prior redemption. Interest on the Obligations shall be calculated on the basis of a 360-day year composed of 12 months of thirty (30) days each.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of and interest on the Obligations shall be paid in lawful money of the United States of America.

(b) Interest on the Obligations shall be payable to the Owners as shown 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 thirty (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 date shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of an Obligation appearing in the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest on each Obligation shall be paid by check, dated as of the Interest Payment Date, and mailed on or before such Interest Payment Date, by first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each Owner as it appears in the Register, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the Owner; provided, however, that such Owner shall bear all risk and expense of such other customary banking arrangements.

(d) The principal of each Obligation shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Obligation at the Designated Payment/Transfer Office.

(e) If the date for the payment of the principal of or interest on the Obligations is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Obligations to which such Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, any Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on the Obligations thereafter coming due and, to the extent any such money remains three years after the retirement of all outstanding Obligations, such money shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Obligations for any further payment of such unclaimed moneys or on account of any such Obligations, subject to Title 6 of the Texas Property Code.

Section 3.04. Execution and Registration of Obligations.

(a) The Obligations shall be executed on behalf of the City by the Mayor and the City Secretary, 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 Obligations shall have the same effect as if each of the Obligations had been signed manually and in person by each of said officers, and such facsimile seal on the Obligations shall have the same effect as if the official seal of the City had been manually impressed upon each of the Obligations.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Obligations ceases to be such officer before the authentication of such Obligations 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 Obligation 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 herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying

Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Obligations. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Obligation delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, 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 Obligation 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 that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Obligation representing the entire principal amount of all Obligations, payable in stated installments to the initial purchaser, or its designee, executed by the manual or facsimile signature of the Mayor and City Secretary of the City, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the initial purchaser or its designee. Upon payment for the Initial Obligation, the Paying Agent/Registrar shall cancel the Initial Obligation and deliver to DTC on behalf of the Purchaser one registered definitive Obligation for each year of maturity of the Obligations in the aggregate principal amount of all Obligations for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Obligation is registered as the absolute owner of such Obligation for the purpose of making and receiving payment of the principal thereof and for the further purpose of making and receiving payment of the interest thereon, and for all other purposes (except interest will be paid to the person in whose name such obligation is registered on the Record Date or Special Record Date, as applicable), whether or not such Obligation 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 Owner of an Obligation shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Obligation to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Obligations 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 Obligations in accordance with this Ordinance.

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

(c) The Obligations shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for an Obligation or Obligations 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 Obligations presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Obligations exchanged for other Obligations in accordance with this Section.

(d) Each exchange Obligation 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 Obligation or Obligations in lieu of which such exchange Obligation is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Obligations. 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 an Obligation.

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

Section 3.07. Cancellation.

All Obligations paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Obligations in lieu of which exchange Obligations or replacement Obligations are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records shall be made regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of cancelled Obligations in accordance with the Securities Exchange Act of 1934.

Section 3.08. Temporary Obligations.

(a) Following the delivery and registration of the Initial Obligation and pending the preparation of definitive Obligations, 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 Obligations that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denomination, substantially of the tenor of the definitive Obligations 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 Obligations may determine, as evidenced by their signing of such temporary Obligations.

(b) Until exchanged for Obligations in definitive form, such Obligations 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 Obligations in definitive form; thereupon, upon the presentation and

surrender of the Obligations in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Obligations in temporary form and shall authenticate and deliver in exchange therefor Obligations of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Obligations in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Obligations.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Obligation, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Obligation 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 Obligation 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 Obligation 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 Obligation has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Obligation 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 Obligation;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City 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 Obligation, a bona fide purchaser of the original Obligation in lieu of which such replacement Obligation was issued presents for payment such original Obligation, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Obligation 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 Obligation has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Obligation, may pay such Obligation if it has become due and payable or may pay such Obligation when it becomes due and payable.

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

Section 3.10. Book-Entry Only System.

The definitive Obligations shall be initially issued in the form of a separate typewritten fully registered Obligation for each of the maturities thereof. Upon initial issuance, the ownership of such Obligations shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Obligations shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Obligations registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Obligations. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Obligations, (ii) the delivery to any DTC Participant or any other person, other than an Obligationholder, as shown on the Register, of any notice with respect to the Obligations, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Obligationholder, as shown in the Register of any amount with respect to principal of or interest on the Obligations. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Obligation is registered in the Register as the absolute owner of such Obligation for the purpose of payment of principal of and interest on the Obligations, for the purpose of all matters with respect to such Obligation, for the purpose of registering transfer with respect to such Obligation, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Obligations only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of and interest on the Obligations to the extent of the sum or sums so paid. No person other than an owner, as shown in the Register, shall receive an Obligation certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC, and that it is in the best interest of the beneficial owners of the Obligations that they be able to obtain certificated Obligations, or in the event DTC discontinues the services described

herein, the Issuer or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Obligations to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Obligations and transfer one or more separate Obligations to DTC Participants having Obligations credited to their DTC accounts. In such event, the Obligations shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Obligations shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Obligations are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Obligations, and all notices with respect to such Obligations, shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Obligations shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.02. Optional Redemption.

(a) The City reserves the option to redeem Obligations maturing on and after August 15, 2022, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof before their respective scheduled maturity dates, on August 15, 2021, or on any date thereafter, such redemption date or dates to be fixed by the City, at a price equal to the principal amount of the Obligations so called for redemption plus accrued interest to the date fixed for redemption.

(b) If less than all of the Obligations are to be redeemed pursuant to an optional redemption, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Obligations, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(c) The City, at least forty-five (45) days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Obligations to be redeemed.

Section 4.03. Mandatory Sinking Fund Redemption.

(a) The Obligations stated to mature on August 15 in each of the years ____ and ____ (the "Term Obligations"), are subject to scheduled mandatory redemption and will be redeemed by the District, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts as set forth in the following schedule:

Term Bond Maturing August 15,

<u>Years</u>	<u>Redemption Amount</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____*	\$ _____
<hr/>	
*maturity	

Term Bond Maturing August 15,

<u>Years</u>	<u>Redemption Amount</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____*	\$ _____
<hr/>	
*maturity	

(b) At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Obligations equal to the aggregate principal amount of such Term Obligations to be redeemed, shall call such Term Obligations for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.

(c) The principal amount of the Term Obligations required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the District, by the principal amount of any Term Obligations which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District at a price not exceeding the principal amount of such Term Obligations plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.04. Partial Redemption.

(a) A portion of a single Obligation of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such an Obligation is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Obligation as though it were a single Obligation for purposes of selection for redemption.

(b) Upon surrender of any Obligation for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Obligation or Obligations in an aggregate principal amount equal to the unredeemed portion of the Obligation so surrendered, such exchange being without charge, notwithstanding any provision of Section 3.06 to the contrary.

Section 4.05. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Obligations by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Obligation (or part thereof) to be redeemed, at the address shown in the Register at the close of business on the Business Day next preceding the date of mailing such notice.

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

(c) The City reserves the right to give notice of its election or direction to redeem Obligations under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at anytime on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Obligations subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default.

(d) Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the certificates called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any obligation or portion thereof has not been surrendered for payment, interest on such obligation or portion thereof shall cease to accrue.

Section 4.06. 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 4.07. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance, and subject to the provisions of Section 4.05(c), the Obligations or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City fails to make provision for the payment of the principal thereof or accrued interest thereon, such Obligations or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Obligations 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, or rescinds the notice of redemption, then any Obligation or portion thereof called for redemption shall continue to bear interest at the rate stated on the Obligation until due provision is made for the payment of same by the City.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

The Bank of New York Mellon Trust Company, National Association, is hereby appointed as the initial Paying Agent/Registrar for the Obligations.

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 Obligations.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Obligations are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor 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 in substantially the form presented at this meeting, the form, terms and provisions of which are hereby approved. The signature of the Mayor 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, provided no such resignation shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Obligations.

Section 5.04. Termination.

The City, upon not less than sixty (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 Obligations.

Section 5.05. Notice of Change to Owners.

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 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/Registrar, 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 Obligations to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE OBLIGATIONS

Section 6.01. Form Generally.

(a) The Obligations, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to accompany the Initial Obligation, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Obligations, (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 endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Obligations, as evidenced by their execution thereof.

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

(c) The definitive Obligations shall be typewritten, printed, lithographed, 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 Obligations, as evidenced by their execution thereof.

(d) The Initial Obligation submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02. Form of the Obligations.

The form of the Obligations, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, to accompany the Initial Obligation, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Obligations, shall be substantially as follows:

(a) Form of Obligations.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas

CITY OF BRENHAM, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION
SERIES 2012

INTEREST RATE: MATURITY DATE: OBLIGATION DATE: CUSIP NUMBER:
_____ % August 15, ____ December 1, 2012 _____

The City of Brenham, Texas (the "City"), in the County of Washington, 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 Obligation shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Obligation Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has 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 August 15, 2013.

The principal of this Obligation shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Obligation at the designated office in Dallas, Texas, of The Bank of New York Mellon Trust Company, National Association, as Paying Agent/Registrar (the "Designated Payment/Transfer Office"), or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Obligation is payable by check dated as of the interest payment date, and will be mailed on or before such interest payment date, by first class United States mail, postage prepaid, 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 and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Obligation, the registered owner shall be the person in whose name this Obligation is registered at the close of business on the "Record Date," which shall be the last Business Day (as hereinafter defined) 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 thirty (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 date shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days (as hereinafter defined) prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each registered owner of an Obligation 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.

If the date for the payment of the principal of or interest on this Obligation is not a Business Day, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are generally authorized or obligated by law or executive order to close (a “Business Day”), and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Obligation is one of a series of fully registered obligations specified in the title hereof issued in the aggregate principal amount of \$1,850,000 (herein referred to as the “Obligations”), issued pursuant to a certain ordinance of the City (the “Ordinance”) for the purpose of paying contractual obligations to be incurred for authorized public improvements (the “Project”), as described in the Ordinance, and to pay the contractual obligations for professional services of attorneys, financial advisors and other professionals in connection with the Project and the issuance of the Obligations.

The City has reserved the option to redeem the Obligations maturing on or after August 15, 2022 in whole or in part before their respective scheduled maturity dates, on August 15, 2021 or on any date thereafter, at a price equal to the principal amount of the Obligations so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Obligations are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Obligations, or portions thereof, within such maturity and in such principal amounts, for redemption.

The Obligations stated to mature on August 15 in each of the years ____ and ____ (the “Term Obligations”), 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, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

Term Bond Maturing August 15, _____

<u>Years</u>	<u>Redemption Amount</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____*	\$ _____

*maturity

Term Bond Maturing August 15, _____

<u>Years</u>	<u>Redemption Amount</u>
_____	\$ _____
_____	\$ _____

_____	\$ _____
_____*	\$ _____

*maturity

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Obligations (or with respect to Term Obligations having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Obligations required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the District, by the principal amount of any Term Obligations which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District at a price not exceeding the principal amount of such Term Obligations plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the registered owner of each of the Obligations to be redeemed in whole or in part. Notice having been so given, the Obligations 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 Obligations or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Obligations or portions thereof shall cease to accrue.

In the Ordinance, the City reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Obligations conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Obligations subject to conditional redemption and such redemption has been rescinded shall remain Outstanding, and the rescission of such redemption shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the certificates called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any obligation or

portion thereof has not been surrendered for payment, interest on such obligation or portion thereof shall cease to accrue.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Obligation is transferable upon surrender of this Obligation for transfer 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; thereupon, one or more new fully registered Obligations 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 Obligation called for redemption where such redemption is scheduled to occur within forty-five (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 Obligation.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Obligation 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 Obligation is registered on the "Record Date" or "Special Record Date," as applicable) and for all other purposes, whether or not this Obligation be overdue, and neither the City, nor the Paying Agent/Registrar nor any other person shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Obligation and the series of which it is a part is duly authorized by law and has been authorized by a vote of the properly qualified electors of the City; that all acts, conditions and things required to be done precedent to and in the issuance of the Obligations have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that ad valorem taxes upon all taxable property in the City have been levied for and pledged to the payment of the debt service requirements of the Obligations, within the limit prescribed by law; that, in addition to said taxes, further provisions have been made for the payment of the debt service requirements of the Obligations by pledging to such purpose Surplus Revenues, as defined in the Ordinance, derived by the City from the operation of its combined utility system in an amount limited to \$1,000; that when so collected, such taxes and Surplus Revenues shall be appropriated to such purposes; and that the total indebtedness of the City, including the Obligations, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Obligation to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary of the City, and the official seal of the City has been duly impressed or placed in facsimile on this Obligation.

City Secretary
City of Brenham, Texas

Mayor
City of Brenham, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Obligations if such certificate on the Initial Obligation is fully executed.

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

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Obligation has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of the City of Brenham, Texas, and that this Obligation has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Obligation if the executed Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Obligation of this series of bonds was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Obligations referred to in the within-mentioned Ordinance.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, NATIONAL
ASSOCIATION

as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(d) 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 Obligation and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Obligation on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

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 Obligation in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Obligation shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Obligation, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and the words "CUSIP NUMBER" deleted; and

(ii) in the first paragraph of the Obligation, the words "on the Maturity Date specified above," shall be deleted and the following will be inserted: "on August 15 in each of the years, in the principal installments and bearing interest at the per annum rates in accordance with the following schedule:

Years Principal Installments Interest Rates
(Information to be inserted from schedule
in Section 3.02 of this Ordinance)

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 Obligations. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Obligations shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Obligations as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Obligations.

Section 6.04. Legal Opinion.

The approving legal opinion of Bracewell & Giuliani LLP, Bond Counsel, may be printed on the reverse side of or attached to each Obligation over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 6.05. Statement of Insurance.

A statement relating to a municipal bond insurance policy, if any, to be issued for the Obligations may be printed on or attached to each Obligation.

ARTICLE VII

SALE AND DELIVERY OF OBLIGATIONS; DEPOSIT OF PROCEEDS

Section 7.01. Sale of Obligations, Official Statement.

(a) The Obligations, having been duly advertised for public sale and a bid or bids received pursuant thereto, are hereby officially sold and awarded to and shall be delivered to _____, (the "Purchaser"), having submitted the bid which produced the lowest true interest cost to the City for a purchase price equal to the principal amount thereof, plus a premium of \$_____, plus interest accrued thereon to the Closing Date. The Obligations shall initially be registered in the name of the Purchaser of its designee.

(b) The form and substance of the Preliminary Official Statement, and any addenda, supplement or amendment thereto, and the final Official Statement (the "Official Statement") presented to and considered at this meeting, are hereby in all respects approved and adopted, and the Preliminary Official Statement is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Mayor and City Secretary of the City are hereby authorized and directed to execute the same and deliver appropriate numbers of copies thereof to the Purchaser. The Official Statement as thus approved and delivered, with such appropriate variations as shall be approved by the Mayor of the City and the Purchaser, may be used by the Purchaser in the public offering and sale thereof. The use and distribution of the Preliminary Official Statement in the public offering of the Obligations by the Purchaser is hereby ratified, approved and confirmed. The City Secretary is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this

meeting. The use and distribution of the Official Statement and the preliminary public offering of the Obligations by the Purchaser is hereby ratified, approved and confirmed.

(c) All officers of the City are authorized to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of the Obligations, as they may deem appropriate in order to consummate the delivery of the Obligations.

(d) The obligation of the Purchaser to accept delivery of the Obligations is subject to the Purchaser being furnished with the final, approving opinion of Bracewell & Giuliani LLP, Bond Counsel for the City, which opinion shall be dated and delivered the Closing Date.

Section 7.02. Control and Delivery of Obligations.

(a) The Mayor of the City is hereby authorized to have control of the Initial Obligation 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 of the State of Texas, delivery of the Obligations shall be made to the initial purchasers thereof 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.

Section 7.03. Deposit of Proceeds.

(a) All amounts received on the Closing Date as accrued interest on the Obligations from the Obligation Date to the Closing Date shall be deposited to the Interest and Sinking Fund.

(b) The remaining balance shall be deposited to a special construction fund, and shall be used to pay the costs of the Project and to pay the costs of issuing the Obligations.

ARTICLE VIII

INVESTMENTS

Section 8.01. Investments.

(a) Money in the Interest and Sinking Fund created by this Ordinance, at the option of the City, may be invested in such securities or obligations as permitted under applicable law as in effect on the date of the investment.

(b) Any securities or obligations in which money in the Interest and Sinking Fund 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 Interest and Sinking Fund.

Section 8.02. Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such Fund.

(b) Interest and income derived from the investment of funds deposited pursuant to Section 7.03(b) hereof shall be credited to the fund or account where deposited until completion of the Project; thereafter, to the extent such interest and income are present, such interest and income shall be deposited to the Interest and Sinking Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Obligations.

On or before each Interest Payment Date for the Obligations and while any of the Obligations 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 such interest on and principal of the Obligations as will accrue or mature on the applicable Interest Payment Date, maturity date or date of prior redemption. Such transfer of funds shall be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar not later than the close of business on the Business Day next preceding the date of payment for the Obligations.

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 Obligation; the City will promptly pay or cause to be paid the principal of and interest on each Obligation on the dates and at the places and manner prescribed in such Obligation; 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 Obligations; all action on its part for the creation and issuance of the Obligations has been duly and effectively taken; and the Obligations 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 Obligations 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 Obligations 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 9.10, inclusive; provided, however, that the City shall not be required to comply with any particular requirement of Sections 9.03 through 9.10, inclusive, 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 Obligations 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 9.10, inclusive, 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 9.10, inclusive.

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 Obligations are delivered, the proceeds of the Obligations will not be used in a manner that would cause the Obligations 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 Obligations, including interest or other investment income derived from Obligation 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 Obligations 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 Obligations 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. Obligations 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 Obligations 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 Obligations are delivered, the City will reasonably expect that the proceeds of the Obligations

will not be used in a manner that would cause the Obligations 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 Obligations including interest or other investment income derived from Obligation proceeds, regulate investments of proceeds of the Obligations, and take such other and further action as may be required so that the Obligations 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 Obligations (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 Obligations as may be required to calculate the amount earned on the investment of the gross proceeds of the Obligations separately from records of amounts on deposit in the funds and accounts of the City allocable to other bond issues 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 Obligations 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 Obligations 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 Obligations 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 Obligations are issued, an information statement concerning the Obligations, all under and in accordance with section 149(e) of the Code and the Regulations.

Section 9.10. Continuing Obligation.

Notwithstanding any other provision of this Ordinance, the City’s obligations under the covenants and provisions of Sections 9.03 through 9.09, inclusive, shall survive the defeasance and discharge of the Obligations.

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:

(i) the failure to make payment of the principal of or interest on any of the Obligations 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, which default materially and 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 sixty (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 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 Obligations 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 Obligations 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 Obligations 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 Obligations may be refunded, discharged or defeased in any manner permitted by applicable law.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Annual Reports.

(a) The City shall provide annually to the MSRB within six (6) months after the end of each Fiscal Year, financial information and operating data with respect to the City of the general type included in the final Official Statement, being the information described in Exhibit A hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A hereto, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable Fiscal Year to the MSRB. Thereafter, when and if audited financial statements become available, the City shall provide such audited financial statements as required to the MSRB.

(b) If the City changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 12.02. Material Event Notices.

(a) The City shall provide notice of any of the following events with respect to the Obligations to the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

- (i) principal and interest payment delinquencies;
- (ii) nonpayment related defaults, if material;

- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) modifications to rights of Owners, if material;
- (viii) bond calls, if material and tender offers;
- (ix) defeasance;
- (x) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
- (xiii) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (xiv) appointment of a successor or additional paying agent/registrars or the change of name of a paying agent/registrars, if material.

For these purposes, any event described in the immediately preceding clause (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 12.01 of this Ordinance by the time required by such Section.

Section 12.03. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Obligations within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Article XI that causes Obligations no longer to be Outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Obligations, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Obligations at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Obligations in the primary offering of the Obligations in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that

authorizes such an amendment) of the Outstanding Obligations consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Obligations. The provisions of this Article may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Obligations from lawfully purchasing or selling Obligations in such offering. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.02 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XIII

EFFECTIVE IMMEDIATELY

Section 13.01. Effective Immediately.

Notwithstanding the provisions of the City Charter, this Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

PASSED AND ADOPTED this December 6, 2012.

CITY OF BRENHAM, TEXAS

By: _____
Milton Y. Tate, Jr., MAYOR

ATTEST:

Jeana Bellinger, CITY SECRETARY

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XII of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Article are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the City appended to the Official Statement as Appendix B, but for the most recently concluded Fiscal Year.
2. Statistical and financial data set forth in Tables numbered 1 through 4 and 6 through 9, each inclusive.

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above.

October 18, 2012

Mr. Terry Roberts
City Manager
City of Brenham, Texas
200 W. Vulcan Street
Brenham, Texas 77833

Re: Engagement Letter – City of Brenham, Texas

Dear Mr. Roberts:

Thank you for engaging us to represent the City of Brenham, Texas (“City” or “Client”), as bond counsel. We appreciate the confidence you have shown in Bracewell & Giuliani LLP (“B&G” or “Firm”) and look forward to this opportunity to represent your interests.

It is our practice to confirm the terms and conditions of our engagements, and that is the purpose of this Engagement Letter and the attached Terms of Engagement. This engagement has been approved by B&G subject to the conditions described in this letter.

Scope of Engagement

B&G will represent the City in connection with its issuance, from time to time, of bonds, certificates of obligation, tax notes and other debt obligations (“Obligations”).

We agree that our services as bond counsel will include the following:

1. Attendance at all meetings of the City Council as required or requested in connection with the planning and authorization of Obligations, including consultation on federal income tax matters;
2. Preparation of bond election ordinances, as necessary, and assistance with filing or necessary preclearance letters with the U.S. Department of Justice;
3. Preparation of the ordinances of the City Council authorizing issuance of Obligations, together with all other legal documents comprising the transcript of proceedings for authorization and issuance of Obligations;
4. Preparation of and submission to the Attorney General of Texas of a transcript of proceedings for each series of Obligations to obtain the approval of the

City of Brenham, Texas

October 18, 2012

Page 2

Attorney General and registration of Obligations by the Comptroller of Public Accounts of Texas;

5. Preparation and filing of legal documents required under federal income tax law for the Obligations;
6. Representation of the City at the closing of the sale of Obligations, including preparation of all closing documents; and
7. If appropriate, the delivery at closing of our approving opinion as to the validity of the Obligations under Texas law, and the exclusion of interest on the Obligations from gross income of the holders under federal income tax law.

The services outlined above do not include such matters as services as disclosure counsel in connection with the sale of the Obligations, work on post closing federal tax or disclosure issues, obtaining IRS rulings or clarifications of federal tax law, presentations to rating agencies or bond insurers, or "blue sky" or securities registration services. We will be pleased to provide legal services in connection with any matters not included in paragraphs 1 through 7 above, but we believe that such additional services, if requested by the City, should be the subject of an addendum to this letter or a separate letter of engagement. Our representation of the City with respect to any particular series of Obligations will end upon the closing for that particular series of Obligations.

This Engagement Letter may be supplemented by mutual agreement of the City and B&G to reflect new matters or issues that deviate from the current engagement in scope, billing arrangements, complexity, risk, or that otherwise require a substantial change in terms and conditions. The Terms of Engagement, however, will govern all projects and engagements for Client.

Fees, Expenses and Billing

Fees for our services in connection with the City's issuance of Obligations will be determined by agreement between B&G and the City at the time we begin work on each series of Obligations and will be payable from the proceeds of the Obligations. Our fee, therefore, is contingent on the actual sale and delivery of the Obligations. If the Obligations are not issued, no fee will be due. Fees for additional and future services will be determined by mutual agreement of the City and B&G.

City of Brenham, Texas

October 18, 2012

Page 3

Conflicts of Interest: Applicable Standard

For purposes of evaluating conflicts of interests, you acknowledge that B&G relies upon the Texas Disciplinary Rules of Professional Conduct. B&G may represent other clients that may be adverse to your interests in substantially unrelated matters, and it may represent other clients within the same industry.

Alternative Dispute Resolution

Disputes arising under or pertaining to this engagement shall be resolved, if possible, by a non-binding mediation conducted by a mutually acceptable mediator at a location acceptable to client and B&G. The mediation process may be initiated by a written request with a list of acceptable mediators and site for the proceeding.

Conclusion

You are encouraged to discuss the terms of this engagement letter with the independent counsel of your choice. Please call me if you wish to discuss any aspect of this engagement.

If this Engagement Letter, including the provisions in the attached Terms of Engagement, correctly reflects your understanding of the terms and conditions of our representation, please sign the enclosed copy of this letter in the space provided and return it to me. If we do not hear from you promptly (in no event longer than 14 days), we will consider that you have agreed to and accepted the terms of this engagement letter and the attached Terms of Engagement.

Thank you again for the opportunity to represent you in this matter.

Very truly yours,

Bracewell & Giuliani LLP

By: _____

Name: W. Glenn Opel

Partner

Attachments

BRACEWELL
& GIULIANI

City of Brenham, Texas
October 18, 2012
Page 4

AGREED AND ACCEPTED:

CITY OF BRENHAM, TEXAS

By: _____
Its: _____
Date: _____

BRACEWELL & GIULIANI LLP

TERMS OF ENGAGEMENT

Introduction

These are the Terms of Engagement adopted by Bracewell & Giuliani LLP (“B&G”) and the addressee of the preceding Engagement Letter (“Client”) and referred to in our Engagement Letter as the basis for our representation. Because they are an integral part of our agreement to provide representation, we ask that you review this document carefully and retain it for your files. If you have any questions after reading it, please promptly inform your principal contact at the Firm.

Client of the Firm

Because B&G has been engaged to represent the Client only, the engagement does not include the Client’s family members, affiliated or related entities, or their respective individual officers, directors, partners, equity owners or employees.

Unless otherwise specifically stated in the Engagement Letter, our representation does not include any parent, subsidiary, or affiliated entity; employee, officer, director, shareholder, member or partner of an entity; or, any commonly owned entity. For any trade association, our representation does not include any member of the trade association; and for individuals, our representation does not include any employer, partner, spouse, sibling, or other family member. In the event we are asked to undertake representation of any other entity in connection with this engagement, we will do so only by agreement defined in the Engagement Letter. By execution of the Engagement Letter, Client consents to B&G's use of the name and a generic description of the transaction in B&G marketing materials. Confidential Client information will not be included in such materials.

Our Relationship with Others and Conflicts of Interest

Conflict of Interest is a concern for B&G and its clients. We attempt to identify actual and potential conflicts at the outset of each engagement. Unfortunately, conflicts sometimes arise or become apparent after work begins on an engagement. When that happens, we will do our best to address and resolve the situation in the manner that best serves the interests of all of our affected clients.

If a Conflict of Interest unrelated to this engagement develops between you and another client of B&G, you consent to the firm’s adverse representation in the unrelated matter.

B&G accepts this engagement on the understanding that our representation of you will not preclude us from accepting another engagement from a new or existing client provided that (1) such engagement is not substantially related to the subject matter of services we provide to

you and (2) such other engagement would not impair the confidentiality of related client information.

Staffing the Project

In most cases, one attorney will be your primary contact. In order to provide you with the expertise of our firm, and to provide services on a cost effective basis, that attorney will delegate parts of your work to other lawyers, paralegals and professionals.

Billing Arrangements and Terms of Payment

Fees for professional services and expenses are not contingent on the outcome of the project, unless expressly stated in the Engagement Letter.

Unless expressly stated in the Engagement Letter, B&G issues invoices on a periodic basis, normally each month, for fees and expenses. Invoices are due on receipt and are considered past due 30 days after receipt.

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. Any estimate is based on professional judgment and facts and circumstances that appear at the time. As such, any estimate is subject to the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

It may be necessary for us to retain third parties, such as consultants, experts and investigators, in order to represent you adequately. In that event, you will be responsible for the prompt payment of the invoices of those third parties. Although we may advance third-party disbursements in reasonable amounts, we will ask you to pay larger third-party invoices (usually those over \$500) directly to the third party providing the services.

If the representation will require a concentrated period of activity, such as a trial, arbitration, or hearing, we reserve the right to require the payment of all amounts owed and the prepayment of the estimated fees and expenses to be incurred in completing the trial, arbitration, or hearing, as well as arbitration fees likely to be assessed. If you fail to pay timely the estimated fees and expenses, we will have the right to cease performing further work and the right to withdraw from the representation, subject to any applicable rules of court or other applicable tribunal.

Although an insurer's payment of defense costs may be applied to billings of the firm, the payment obligation remains with you. Failure of any insurer to pay all or part of the billings for this project does not relieve you from the obligation to pay billings in full and in a timely manner.

Taxes

The Client agrees that all payments under the Engagement Letter shall be payable to B&G in U.S. Dollars, free and clear of any and all present and future taxes, levies, imposts, duties, deductions, withholdings, fees, liabilities and similar charges (the "Taxes"). If any Taxes are required to be withheld or deducted from any amount payable under the Engagement Letter, then the amount payable under the Engagement Letter shall be increased to the amount which, after deduction from such increased amount of all Taxes required to be withheld or deducted therefrom, will yield to B&G the amounts stated to be payable to B&G under the Engagement Letter.

Termination

Because B&G has been engaged to provide services in connection with the representation specifically defined in our Engagement Letter, the attorney-client relationship terminates upon our completion of those services.

You may terminate the engagement at any time, with or without cause, by notifying us in writing. The firm also can terminate the engagement before the completion of its representation of you in the specified matter if (a) the continued representation would result in a violation of the applicable rules of professional conduct or other law; (b) the termination can be accomplished without material adverse effect on your interests; (c) you persist in a course of action that B&G reasonably believes is criminal or fraudulent, or you have used our services to perpetrate a crime or fraud, (d) the firm has a fundamental disagreement with the objective or tactics in this engagement; (e) you deliberately and substantially fail to discharge an obligation regarding this engagement, including the payment of fees and expenses and the duty of cooperation as provided in the Terms of Engagement; or (f) other good cause for termination exist. In the event that the firm intends to terminate the engagement, the firm will give reasonable notice and allow you access to your files relating to this engagement.

For purposes of this Engagement Letter, this engagement terminates upon written notice of termination by Client or by B&G, or 120 days after the date of B&G's last substantive legal service billed to Client's account, whichever may first occur.

The termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred before termination and in connection with an orderly transition of the project.

After completion of the representation, however, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the matter. B&G has no continuing obligation to give advice with respect to any future legal developments that may relate to the project.

Retention of Client Files

Client files are limited to: materials supplied by Client; final contracts; estate planning documents, deeds and corporate records; and, routine correspondence related to this engagement. At the close of any matter, Client files may be returned to you, sent to a private storage facility, archived for a limited time or destroyed. The attorney closing the file will determine, at his or her discretion, the disposition of Client files, unless you make a specific written request that they be returned.

Your request for return of Client files must be delivered to B&G no later than 120 days after the last substantive service relating to the closed matter. A substantive service does not include audit letter research and preparation, or any other service that does not directly relate to the substantive discharge of a Client engagement. Your request must be specific and designate your representative to receive the files. Client is responsible for paying the reasonable cost to retrieve, duplicate and deliver the Client files.

B&G adopted a program of document retention and management of electronically stored information, including regular deletion of outdated, corrupt or useless files. Such program may change from time-to-time.

It is important for Client to alert B&G in advance of special treatment, sensitive information, retention requirements and other unique conditions pertaining to Client files. Client agrees that it will notify B&G in a timely, written and specific manner, concerning any requirement for special or unusual handling or attention of its Client files. This includes any statutory or regulatory requirements relating to confidentiality and retention of Client files.

B&G Files

You agree that B&G will own and retain its own files and any related electronically stored information pertaining to the engagement. You will not have the right or ability to require us to deliver such files and records (or copies thereof) to you. Examples of B&G files and records are: firm administrative records, financial files and documents, time and expense reports, personnel and staffing materials, credit and accounting records, electronic mail correspondence (other than such correspondence which was sent to you by a member of our firm) and internal lawyer's work product, such as drafts, notes, memoranda and legal and factual research, including investigative reports prepared by or for the internal use of lawyers. Further, at the discretion of the responsible partner for the project in question, we may destroy any such documentation which is the property of B&G or any documentation which such partner determines to be duplicative or unnecessary in all cases without having to obtain your consent.

Choice of Law and Venue

Because B&G performs legal services in a number of jurisdictions, for consistency and predictability, the Client and B&G agrees that the Texas Disciplinary Rules of Professional

Conduct (found at www.texasbar.com or www.txethics.org) will govern all issues of legal ethics and professionalism.

Exclusive venue for any claim, dispute, litigation, hearing or any other legal proceeding arising out of this engagement shall lie in Washington County, Texas.

Disclaimer

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Either at the commencement or during the course of the representation, we may express opinions or beliefs about the matter or various courses of action and the results that might be anticipated. Any expressions on our part concerning the outcome of the representation, or any other legal matters, are based on our professional judgment and are not guarantees.

By signing the Engagement Letter or otherwise indicating your acceptance of the Engagement Letter, you acknowledge that B&G has made no promises or guarantees to you about the outcome of the representation, and nothing in these Terms of Engagement shall be construed as such a promise or guarantee.

Your Cooperation

To enable us to provide effective representation, you agree to: (1) disclose to us fully, accurately and on a timely basis, all facts and documents that are or might be material or that we may request; (2) keep us apprised on a timely basis of all developments relating to the representation that are or might be material; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; (4) provide updated information for conflicts purposes, if necessary; and (5) cooperate fully with us in all matters relating to the engagement.

Modification of Our Agreement

The Terms of Engagement reflect our agreement on the terms of all engagements, and are not subject to any oral agreements, modifications, or understandings. Any change in these Terms of Engagement must be made in writing signed by both B&G and Client.

In Conclusion

If you have questions or concerns, at any time, relating to the terms and conditions of this engagement, the services or advice provided by B&G, or the fees and expenses reflected in the invoices, please bring them to the attention of your principal contact at our firm, or B&G's General Counsel or Managing Partner.



AGENDA ITEM 9

DATE OF MEETING: December 6, 2012		DATE SUBMITTED: November 30, 2012	
DEPT. OF ORIGIN: Communications		SUBMITTED BY: Pamela R Ruemke	
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 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 Agreement for Standard Software Maintenance with New World Systems Corporation and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY STATEMENT: This Standard Software Maintenance Agreement (SSMA) between New World Systems Corporation (New World) and the City of Brenham sets forth the standard software maintenance support services provided by New World. This Agreement shall remain in effect for a period of five (5) years from the start date of January 1, 2013. The agreement contains a Non-Funding Provision in which the agreement can be terminated by providing written notice to New World no later than October 1 st .			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) New World Systems Corporation Standard Software Maintenance Agreement			
FUNDING SOURCE (Where Applicable): Budgeted annually in Communications Budget			
RECOMMENDED ACTION: Approve the New World Systems Corporation Standard Software Maintenance Agreement and authorize the Mayor to execute any necessary documentation.			
APPROVALS: Kyle Dannhaus			

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World** Systems Corporation (New World) and **City of Brenham, TX** (**Customer**) sets forth the standard software maintenance support services provided by **New World**.

1. Service Period

This SSMA shall remain in effect for a period of five (5) years from (start date) 1/1/13 to (end date) 12/31/17.

2. Services Include

The following services or features are available under this SSMA:

- (a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**).
- (b) Temporary fixes to Licensed Standard Software (see paragraph 6 below).
- (c) Revisions to Licensed Documentation.
- (d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
- (e) Invitation to and participation in user group meetings.
- (f) **Emergency 24-hour per day telephone support, for Aegis CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the Aegis CAD phone support will be provided via beeper and a **New World** support representative will respond to CAD service calls within 30 minutes of call initiation.**
- (g) **Includes ESRI Integration for the ESRI software that is part of Exhibit A Licensed Standard Software.**

Items a, b, and c above will be provided to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer's** request, then the additional **New World** maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

4. Billing

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report **Customer** believes to be defective. Before any notice is sent to New World, it must be reviewed and approved by the **Customer** Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

- (a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
- (b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and;
- (c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Maintenance Costs for Licensed Standard Software Packages Covered for MSP Server

New World agrees to provide software maintenance at the costs listed below for the following **New World** Standard Software packages licensed by the **Customer**:

<u>Application Package</u>	<u>Number of Modules</u>
1. Aegis ® Computer Aided Dispatch (CAD)	18
2. Aegis ® Law Enforcement Records Software	19
3. Aegis ® Fire Records Software	5
4. Aegis ® Public Safety Interface Software	5
5. Aegis ® Corrections Management Software	11
6. Aegis ® Photo Imaging Software	2
7. Aegis ® Data Analysis/Crime Mapping/Mgt Reporting	2
8. Aegis ® Mobile Management Server Software	3
9. Aegis ® Mobile Software on the RS6000	4
10. Aegis ® Mobile Client Laptop Software	11
11. Aegis ® Mobile Software on the 400 or MSP Server	2
12. Aegis ® ESRI Embedded Applications - Upgrades	4

**ANNUAL
MAINTENANCE COST: See Below**

<u>Period Covered</u>	<u>Annual Amount</u>	<u>Billing Date</u>
1/1/2013 to 12/31/2013	\$101,510	12/15/2012
1/1/2014 to 12/31/2014	\$106,590	12/15/2013
1/1/2015 to 12/31/2015	\$111,920	12/15/2014
1/1/2016 to 12/31/2016	\$118,640	12/15/2015
1/1/2017 to 12/31/2017	\$126,940	12/15/2016

Note: Unless extended by **New World**, the above costs are available for 90 days after submission of the costs to **Customer**. After 90 days, **New World** may change the costs.

ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.

8. Non-funding Provision

In the event **Customer** does not appropriate funds to complete payments due under this SSMA, the amount due for the initial SSMA year not appropriated, and the amounts due for all subsequent years subject to this SSMA, shall be terminated; provided, however, the **Customer** shall give **New World** written notice no later than October 1 of the Customer’s non-funding of the SSMA year(s) beginning on the 1st of January following said notice by which the **Customer** is exercising the non-funding provision, and further provided that any other payments due to **New World** under this SSMA are fully paid, and further provided that **Customer’s** and **New World’s** obligations and services under this SSMA shall also be terminated as of the January 1st termination date provided for in the notice of non-funding and this SSMA. For example purposes only, with regard to the timing of the non-funding notice, **Customer** must provide written notice of non-funding to **New World** no later than October 1, 2013 in order to terminate its payment obligations under this SSMA for the remaining SSMA years beginning January 1, 2014. Without **Customer’s** fulfillment of the above provisions, **Customer’s** obligation to pay **New World** the annual SSMA payments, and **New World’s** obligation to provide the goods and services in accordance with this SSMA, remain in effect through the expiration date of this SSMA, unless this SSMA is otherwise terminated prior to the expiration date as provided herein.

9. Terms and Conditions

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

ACCEPTED BY:

Customer: City of Brenham, TX

Name: _____

Title: _____

Date: _____

ACCEPTED BY:

New World Systems Corporation

Name: _____

Title: _____

Date: _____

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

Brenham, TX

Licensed Application Software

At October, 2012

1. Aegis® Computer Aided Dispatch (CAD)

- Combined LE/Fire/EMS CAD MSP
 - Base
 - CAD Messaging Module
 - Call Scheduling Module
 - Call Stacking Module
 - Dispatch Questionnaire Module
 - Geo-File Verification Module
 - Hazard and Location Alerts Module
 - Interface to Aegis® Law Enforcement Records Module
 - Interface to Aegis® Fire Records Module
 - Note Pads Module
 - Rip-N-Run Module
 - Run Cards Module
 - Tone Alerts Module
 - Unit Control Panel Module
 - Unit Recommendation Module
- CAD Mapping MSP
- Service Vehicle Rotation MSP
- CAD AVL Playback MSP

2. Aegis® Law Enforcement Records Software

- LE Records Multi-Jurisdictional Base MSP
 - Base
 - Accidents Module
 - Arrest Module
 - Business Registry Module
 - Case Processing Module
 - Computer Aided Investigations Module
 - Federal Reports (UCR/IBR) Module
 - Geo-File Verification Module
 - Impounded Vehicles Module
 - Incident Tracking Module
 - Jacket Processing Module
 - Personnel / Education Module
 - Property Module
 - Traffic Tickets and Citations Module
 - Wants and Warrants Module
- LE Records Federal & State Compliance MSP
- Case Management MSP
- Additional Records MSP View/Inquiry Users
- Demographic Profiling Reporting MSP

3. Aegis® Fire Records Software

- Fire Records Base Package MSP
- Fire Records Compliance MSP
- Fire Vehicle Tracking and Maint. MSP
- Fire Permits MSP
- Fire Equipment Tracking and Maint. MSP

Brenham, TX

Licensed Application Software
At October, 2012

4. **Aegis® Public Safety Interface Software**
 - State/NCIC Interface MSP
 - E-911 Interface MSP
 - Priority Dispatch ProQA for EMD Interface MSP
 - CAD Pager Interface MSP
 - Livescan Interface MSP
5. **Aegis® Corrections Management Software**
 - Corrections Management Base MSP
 - Base
 - Interface to Aegis® Law Enforcement Records Module
 - Bookings Module
 - Custody Tracking Module
 - Inmate Classification Module
 - Inmate Property Tracking Module
 - Inmate Tracking and Processing
 - Federal & State Corrections Compliance MSP
 - Base
 - Federal and State Corrections Reporting Module
 - FBI Fingerprint Card Module
 - State Fingerprint Card Module
6. **Aegis® Photo Imaging Software**
 - Digital Imaging MSP
 - Public Safety Mug Shots/Line-Ups MSP
 - Digital Imaging
7. **Aegis® Data Analysis/Crime Mapping/Mgt Reporting**
 - Analysis Third Application
 - Analysis Base With Two Applications
8. **Mobile Management Server Software**
 - Field Reporting Server
 - Field Reporting Data Merge
 - Base CAD/NCIC/Messaging
9. **Mobile Software on the RS6000**
 - Base Message Switch to NCIC
 - RS/6000 State/NCIC Interface
 - New World CAD Interface for Aegis/MSP
 - AVL Interface

Brenham, TX

Licensed Application Software

At October, 2012

10. Mobile Client Laptop Software

- LE State/NCIC via Switch 45 User(s)
- Drivers License Mag Stripe Reader Interface 17 User(s)
- LE Field Reporting 16 User(s)
- LE Accident Field Reporting 16 User(s)
- LE CAD Via Switch 45 User(s)
- LE Accident Field Reporting Compliance 16 User(s)
- LE Field Reporting Compliance 16 User(s)
- Fire CAD Via Switch (Messaging) 5 User(s)
- In Car Mapping 7 User(s)
- New World AVL 7 User(s)
- In-Car Routing 7 User(s)

11. Mobile Software on the 400 or MSP Server

- AVL CAD Interface
- MDT/MCT Base CAD/RMS Interface

12. Aegis® ESRI Embedded Applications

- Mobile In-Car Mapping Integration
- Mobile In-Car Routing Integration
- CAD Workstations Integration
- ArcGIS Standard Enterprise Server Integration



AGENDA ITEM 10

DATE OF MEETING: December 6, 2012	DATE SUBMITTED: December 3, 2012	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Carolyn D. Miller	
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 a Resolution Authorizing the City Manager to Approve and Execute Certain Purchase Orders, Agreements, Contracts and Related Documents Regarding City Operations up to \$50,000.00		
SUMMARY STATEMENT: See separate memo from Chief Financial Officer, Carolyn Miller.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Resolution R-12-019; and (2) Memo from Carolyn Miller with attachments		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve Resolution R-12-019 authorizing the City Manager to approve and execute certain purchase orders, agreements, contracts and related documents regarding city operations up to \$50,000.00.		
APPROVALS: Terry K. Roberts		

RESOLUTION R-12-019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CERTAIN PURCHASE ORDERS, AGREEMENTS, CONTRACTS AND RELATED DOCUMENTS REGARDING CITY OPERATIONS

WHEREAS, Article IV, Section 2 of the City of Brenham Charter states, in part, that the City Manager shall exercise control and supervision over all departments; and

WHEREAS, Article IV, Section 2 of the City of Brenham Charter also states, in part, that the City Manager shall perform such other duties as may be required by resolution of the City Council; and

WHEREAS, Section 2-3 of the City of Brenham Code of Ordinances further states that the City Manager's duties may include duties prescribed from time to time by the City Council; and

WHEREAS, the Brenham City Council finds it in the best interest of City efficiency, and within the purview of the City Manager's powers as outlined above, to authorize the City Manager to approve and execute certain purchase orders, agreements, contracts and other related documents with regard to the routine operations of the City and its departments;

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS THAT:

The City Manager of the City of Brenham is hereby authorized to execute any purchase orders, agreements, contracts and related documents necessary or appropriate for routine City operations; provided however, the City Manager may not commit City funds in an amount greater than \$50,000.00 without prior City Council approval, nor may the City Manager convey an interest in City-owned real property without prior City Council approval.

RESOLVED this 6th day of December, 2012.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary



MEMORANDUM

To: Mayor and City Council
From: Carolyn D. Miller
Chief Financial Officer
Subject: Resolution No. R-12-019
Date: November 30, 2012

This agenda item was initially brought to Council at the November 1, 2012 meeting and was tabled pending additional information related to the specific contracts that fall between \$25,001 and \$50,000 which had occurred during the last three fiscal years. A schedule showing that information is presented in Attachment A to this agenda form.

When I originally presented this action item, I failed to include relevant information regarding the City Manager’s spending authority levels. In October 2009, Council approved Resolution No. R-09-023 adopting financial policies for the City of Brenham (see Attachment B to this agenda form).

The financial policies in Resolution R-09-023 include a Purchasing Policy section which authorized the following purchasing levels as **approved** in the adopted budget:

Non-Contractual purchases (i.e. equipment)

<u>Dollar Amount</u>	<u>Authorized Level for Approval</u>
\$ 3,000 to \$24,999	Division Director
\$25,000 to \$49,999	City Manager or Assistant City Manager
Over \$50,000	City Council

Contractual Purchases (i.e. professional services agreement)

<u>Dollar Amount</u>	<u>Authorized Level for Approval</u>
\$ 3,000 to \$24,999	City Manager
Over \$25,000	City Council

Intention of Agenda Item

The intention of the agenda item that was presented at the November 1, 2012 Council meeting was to specify the authorized spending levels for the City Manager for *both non-contractual and contractual* purchases be set at \$50,000. The approval of R-12-019 would bring the authorized spending levels to the same amount and eliminate the gap from \$25,000 to \$50,000 for contractual purchases.

Contracts Approved by Council
For Prior Three Fiscal Years
Between \$25,000 and \$50,000

Findings

During our review of the past three fiscal years, we found several contract items that were approved by Council, not just because of the dollar amount, but because the items were for bid awards; contracts covering multiple years; contracts with other governmental entities; or for state and/or federal grants. Details for the agenda items are provided below.

If Resolution No. R-12-019 is approved, items similar to those shown by **bold italics** would still be presented to Council for approval.

FY2012

- Award of Quote with Siemens for Chemicals at the Lake, annual spend \$31,584
- Approval of engineering contract with Jones & Carter for \$30,150 for design and \$18,990 for additional services related to project with Valmont Industries (total contract price \$49,140)
- ***Award of Bid No. 12-006 to Precision Lawn Management for \$27,520 for Mowing and Cleanup Services***
- Approval of engineering contract with O'Malley Engineers for \$33,000 for design, bidding and construction phase services related to Westwood Drive
- Approval of engineering contract with O'Malley Engineers for \$27,500 for services in connection with the re-alignment of Stringer Street

FY2011

- ***Approval of annual software support/maintenance agreement with Survalent Technology for our SCADA system in the amount of \$47,250 covering a five (5) years***

FY2010

- ***Approval of election services contract between City of Brenham and Washington County for the May 8, 2010 general election, approximately \$465***
- Approval of contract for duct cleaning and aerosol duct sealant for City Hall HVAC system in the amount of \$17,845
- ***Award of Bid No. 11-005 for the Foundation, Roofing, Block Work, and Plumbing for the All Sports Building at Hohlt Park: Foundation \$28,775; Roofing \$48,533; Block Work \$28,306; Plumbing \$16,102***

RESOLUTION NO. R-09-023

A RESOLUTION ADOPTING FINANCIAL POLICIES FOR THE CITY OF BRENHAM

WHEREAS, the primary objective of financial policies is to help the City achieve a long-term, stable, and positive financial condition; and

WHEREAS, the Government Finance Officers Association (GFOA) has identified best practices and recommends that a government's financial policies be written and available for public inspection; and

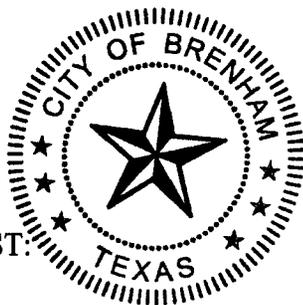
WHEREAS, the City of Brenham is responsible to its citizens and customers to carefully account for public funds, to manage City finances wisely and to plan for the adequate funding of services desired by the public; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS THAT:

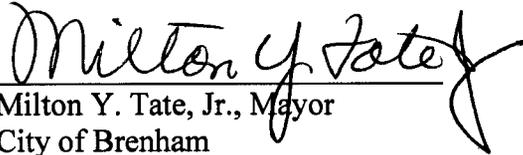
Section 1: The City of Brenham Financial Policies, attached hereto as "Exhibit A" is hereby adopted as the financial policies of the City of Brenham effective October 15, 2009.

Section 2: This Resolution shall take effect immediately upon its passage.

APPROVED on this 15th day of October, 2009.



ATTEST:


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


Jeana Bellinger, TRMC
City Secretary



FINANCIAL POLICIES

The City of Brenham is responsible to its citizens and customers to carefully account for public funds, to manage City finances wisely and to plan for the adequate funding of services desired by the public. The primary objective of financial policies is to help the City achieve a long-term, stable and positive, financial condition. Hence, the following financial policies have been adopted by the City of Brenham.

Budget Policy

1. The budget process of the City shall conform to the Texas Uniform Budget Law.
2. The City Manager, as chief executive officer, has ultimate responsibility for the budget.
3. The City Manager formulates the budget goals for the City under the direction of City Council.
4. All agencies of the City are required to submit requests for appropriations to the City Manager on or before the 15th of July each year.
5. All budgets are prepared and adopted on a basis consistent with generally accepted accounting principles which is the same basis of accounting used for financial reporting.
6. The appropriated budget is prepared by fund and department.
7. The City Manager must present a proposed budget to the City Council for review prior to August 30th each year.
8. The City Council will hold public hearings on the proposed budget and adopt a final budget by ordinance no later than September 30th each year.
9. The City Council shall adopt a balanced budget; the revenues must equal the expenditures. The budget may include a fund balance transfer as a resource to balance the budget.
10. The City will strive to maintain an unrestricted fund balance reserve in the General Fund sufficient to cover 90 days of operating expenditures.
11. All annual budget appropriations lapse at the end of the fiscal year.
12. Department heads may make transfers of appropriations within a department up to \$2,500. Transfers over this amount require the approval of the City Manager or Assistant City Manager.

13. The City Manager is authorized to transfer budgeted amounts between line items and departments within any fund.
14. Any budget revisions that increase or decrease the total revenues or expenditures of any fund must be approved by the City Council.
15. The legal level of budgetary control (the level at which expenditures may not legally exceed appropriations) is the fund level.
16. The budget is originally enacted by ordinance; therefore, any amendments to the budget must also be made by ordinance.
17. The proposed ordinance amending the budget will be presented during a formal session at two subsequent meetings of City Council.

Investment Policy

1. The City of Brenham adopts a written investment policy annually.

Debt Policy

1. The City of Brenham may borrow money and issue bonds for the following purposes:
 - a. Improving streets
 - b. Purchasing or constructing sewers
 - c. Erecting and maintaining public buildings of every kind
 - d. Purchasing or constructing waterworks
 - e. Purchasing or constructing gas plants and systems
 - f. Purchasing, erecting, maintaining and operating electric light and power plant
 - g. Other public utilities as City Council may deem expedient.
2. Bonds will specify for what purpose they are issued and will be sold for cash.
3. When bonds are issued, a fund will be provided to pay bond interest and create a sinking fund for bond redemption.
4. Bond proceeds may not be diverted or drawn upon for any other purpose than what was expressed.
5. Bond sinking funds may be invested as provided in the Investment Policy of the City of Brenham.
6. Bonds will be issued for a period of time not to exceed forty years.

Purchasing Policy

1. The City of Brenham will comply with Purchasing Laws of the State as adopted by Resolution R-07-020.
2. Department heads may authorize budgeted purchases less than \$3,000.
3. Three vendor quotes are required on all purchases between \$3,000 and \$49,999.
4. Division Directors may authorize non-contractual purchases between \$3,000 and \$24,999 as identified in the adopted annual budget.

5. The City Manager or Assistant City Manager may authorize non-contractual purchases between \$25,000 and \$49,999 as identified in the adopted annual budget.
6. The City Manager must authorize contractual purchases between \$3,000 and \$24,999 as adopted by Resolution R-08-003.
7. The City Council must authorize all contractual purchases of \$25,000 or more.
8. Purchases of \$50,000 or more must go through a formal bid process and be authorized by City Council.

Capital Asset Policy

1. Infrastructure assets (e.g. roads, bridges, sidewalks, utility lines and plants, and similar items) with an estimated useful life of 40 to 50 years will be capitalized and recorded at historical cost, regardless of the dollar amount.
2. Capital assets, other than infrastructure assets, costing more than \$15,000 and possessing an estimated useful life in excess of one year, will be capitalized and recorded at historical cost.
3. Improvements (betterments) provide *additional value*. Such value is achieved either by 1) lengthening a capital asset's estimated useful life or 2) increasing a capital asset's ability to provide service (i.e. greater effectiveness or efficiency).
4. Repairs and maintenance, in contrast to improvements, *retain value* rather than provide additional value. As such, repairs and maintenance will not be capitalized.
5. Major outlays for capital assets and improvements will be capitalized as projects are constructed.
6. Property, plant and equipment will be depreciated using the straight line method over the useful lives.

Approved: October 15, 2009



AGENDA ITEM 11

DATE OF MEETING: 12/6/12		DATE SUBMITTED: 11/30/12	
DEPT. OF ORIGIN: Public Works		SUBMITTED BY: Dane Rau	
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 Amending the Rate Tariff Schedule(s) for the City of Brenham Transfer/Collection Station Rates			
<p>SUMMARY STATEMENT: The City of Brenham administrative staff has reviewed the year-end Transfer Station revenues for the past two budget years. We have also looked at the projected 2012-13 revenues for this department and have seen that our rates are not providing adequate reserves to sustain capital expenses for the future.</p> <p>In 2011-12 the Transfer Station had a deficit of (\$92,554). This was partly due to the purchase of two used haul trucks and one haul trailer which were needed for normal operations at a cost of \$138,653. In 2010-11 the Transfer Station had a deficit of (\$85,778), in which a haul trailer was purchased during this year at \$56,947. In the 2012-13 budget the Transfer Station is expected to operate in the black with net revenues projected at \$44,876, although no capital was budgeted for during this period. Overall, the Sanitation Fund did see a net revenue increase of \$70,163. Out of the four departments in the Sanitation Fund, the Transfer Station was the only department showing a substantial deficit and no contribution to the fund.</p> <p>We have strived to operate each department in the Sanitation Fund as its own business, without subsidizing from others. After looking at each individual department it was evident that the only department not carrying its own weight is the Transfer Station. Staff recognized that when comparing the expenses to the revenues that rate increases were once again needed for the Transfer Station. By raising rates it will allow us to cover operating expenses and build adequate reserves in order to maintain our demand for fleet and facility improvements associated with the Transfer Station. The Station currently operates 5 transfer trailers and 3 transfer trucks with 3¼ employees. We transport approximately 19,000 tons of waste per year from the Transfer Station to its final destination, being Sunset Farms Landfill.</p> <p>The City of Brenham staff continually looks for ways to reduce costs and save money but it is also critical to maintain reserve balances to cover equipment and infrastructure used in daily operations of this department.</p>			

Transfer Station rates have been raised twice before with \$3.00 increases being seen in August of 2009 and January of 2011. We currently have two rates which consist of a City rate of \$39.50/ton and an Out-of-City rate of \$42.50/ton. We would like to ask council once again to approve raising the Transfer Station rates \$3.00/ton. This would increase the In-City waste to \$42.50/ton and the Out-of-City waste to \$45.50 per ton. These rates are competitive in the market of tipping fees at Transfer Stations. Based on history it will add an additional \$59,000 in revenue to the Transfer Station. This additional revenue will allow the Sanitation Fund to remain healthy and buy much needed equipment for this operation. It will also assure that other departments in the Sanitation Fund are not subsidizing the Transfer Station.

All customers were notified of this proposed increase on October 1, 2012 through mail. If council approves the increase, rates will go into effect January 1, 2013.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS: Will allow Transfer Station to contribute to Sanitation reserves and not be subsidized by other departments in Sanitation Fund.

B. CONS: Will raise rates an additional \$3.00/ton which will be passed onto businesses, citizens, and other end users of these companies who have seen their rates increase.

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Draft of Ordinance; (2) Redlined copy of rate tariff schedule showing changes

FUNDING SOURCE (Where Applicable.)

RECOMMENDED ACTION: Approve Ordinance on its first reading amending the Rate Tariff Schedule for the City of Brenham Transfer/Collection Station rates

APPROVALS: Terry Roberts

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARBAGE COLLECTION/CITIZEN'S COLLECTION STATION RATE TARIFF SCHEDULE FOR THE CITY OF BRENHAM, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the City Council of the City of Brenham, Texas deems it necessary to change the rates for all compacted waste that is disposed of at the City of Brenham's Transfer Station.

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

SECTION I.

The City Council of the City of Brenham, Texas, does hereby adopt the Garbage Collection/Citizen's Collection Station Rate Schedule for compacted waste that is disposed of at the City of Brenham's Transfer Station as set forth in the attached Exhibit "A", which is made a part hereof for all purposes pertinent, to be effective with utility billing occurring on or after January 1, 2013.

SECTION II

This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas. The implementation of rates as set forth herein and on the attached Exhibit "A" shall be effective with utility billing occurring on and after January 1, 2013.

PASSED and APPROVED on its first reading this the 6th day of December, 2012.

PASSED and APPROVED on its second reading this the 20th day of December, 2012.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

ALL SERVICES	800	810
TARIFF	SECTION NO.	SHEET NO.
GARBAGE COLLECTION/CITIZEN'S COLLECTION STATION RATE SCHEDULE	January 1, 2013	
SECTION TITLE	EFFECTIVE DATE	

Deleted: November 1, 2010

(Supersedes Rate Change effective 11.01/10)

Deleted: 10/01/09

SANITATION RATE SCHEDULE

Residential Collection

Single Family - Homes, Apartments, Mobile Homes

Code A	\$13.75 per month Twice Per Week Collection Inside City Limits
Code C	\$20.13 per month Twice Per Week Collection
Senior Citizen (Age 55 or older)	\$11.00 per month Application required for discounted rate

Citizens Collection Station (Non-compacted Waste)

\$80.00/ton or .04 cents per pound

\$5.50 minimum (<160 lbs.)

\$1.00 per trash bag

Disposal of vehicle tires at the city collection station; charges and collection:

(a) The city herewith imposes the following surcharges for disposal of vehicle tires at the city collection station:

- (1) Cars and passenger trucks (15 inch and below).....\$ 2.00 per tire
- (2) Large truck tires (16 inch and above).....\$ 5.00 per tire
- (3) Large truck and tractor tires with dimension greater than
eighteen (18) inches wide, forty-nine (49) inches in diameter,
and 15-ply\$35.00 per tire

(b) The charges set forth immediately above are to be collected at the Collection Station site by city personnel or, in the case of commercial or industrial charge accounts, will be billed to the applicable customers each month.

ALL SERVICES	800	811
TARIFF	SECTION NO.	SHEET NO.
GARBAGE COLLECTION/CITIZEN'S COLLECTION STATION RATE SCHEDULE	<u>January 1, 2013</u>	
SECTION TITLE	EFFECTIVE DATE	

Deleted: November 1, 2010

(Supersedes Rate Change effective 10/01/09)

Commercial Brush

\$15.00/ton or .0075 cents per pound
 \$15.00 minimum (1 ton minimum)

Transfer Station (Compacted Waste)

In-city \$ ~~42.50~~/ton or ~~2.125~~ cents per pound
 Out of city \$ ~~45.50~~/ton or ~~2.275~~ cents per pound

Deleted: 39.50

Deleted: 1.975

Deleted: 42.50

Deleted: 2.125

ALL SERVICES	800	812
TARIFF	SECTION NO.	SHEET NO.
GARBAGE COLLECTION/CITIZEN'S COLLECTION STATION RATE SCHEDULE	NOVEMBER 8, 2006	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 03/01/2006)

POLICIES FOR SANITATION COLLECTION

1. A new customer or a change in service requires Form 7, Application of Service, be filled out at the Public Utilities Office. The form must be signed by the applicant. Copies will be disbursed to the following departments: Public Utilities, Billing Department, Sanitation Department.
2. Effective date for new or changed service will be established by the Sanitation Department Head. Billing Department will adjust customer bills accordingly.
3. Any customer requesting a Senior Citizen Rate must complete the necessary form and provide proof of age.
4. Any customer who has residential utility service with the City shall be subject to charges for garbage service and shall comply with all City health ordinances regarding the disposal of solid waste. Charges for garbage service may be waived by the Utility Director or City Manager for customers with residential utility service that do not reside on a current residential truck route.
5. The City's garbage service to residential customers shall be exclusive and no other person, firm or corporation shall provide residential garbage service within the City limits of Brenham. Residential garbage service shall include garbage pick up at any residence at least monthly.
6. Outside the city limits services are available to residential customers presently residing on a current residential truck route that is adjacent to the city limits.
7. Garbage must be at the curb by 8:00 A.M. on collection day.
8. All garbage must be placed within five feet of curb or edge of pavement.
9. Bags shall at all times be kept secure and fastened to prevent scattering of the contents by the wind and so that flies and other insects may not have access to the contents.
10. Residential collection trucks will not pick up tires, grass clippings, leaves, tree trimming, batteries, carpet, construction materials, furniture and heavy metal objects.
11. Disposal of hazardous waste, explosives, ammunition, used oil and filters, flammable liquids, radioactive waste and/or lead-acid batteries in the City's Sanitation Collection Station is strictly prohibited. Vehicle tires shall not be placed for collection by the City, but will be accepted for disposal at the City's Collection Station
12. A special yard waste collection is provided every Wednesday for those residents who are unable to take their yard waste to the Citizens Collection Station.



AGENDA ITEM 12

DATE OF MEETING: December 20, 2012	DATE SUBMITTED: December 1, 2012	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Jeana Bellinger	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Election Services Contract Between the City of Brenham and Washington County Related to Election Responsibilities for the May 11, 2013 General and Special Elections and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: On September 29, 2011, in response to the passage of Senate Bill 100, the City Council passed Resolution No. R-11-014 changing the City's election schedule to odd-numbered years and councilmember terms of office to four (4) years on a staggered schedule. The Councilmembers up for re-election are: <ul style="list-style-type: none"> ➤ Ward 1 (Herring) ➤ Ward 2 (Williams)* ➤ Ward 3 (Ebel) ➤ At-Large Place 5 (Barnes-Tilley) ➤ At-Large Place 6 (Nix) <p style="margin-left: 20px;">* Ward 2 was designated in Resolution R-11-014 as the position to be filled by a Special Election in May, 2013 for a one-time, transitional, two (2) year term.</p> <p>The attached Election Services Contract outlines what the City and/or the County will be responsible for during the May 11, 2013 General and Special Election process. The contract is the same one that was approved by Council for the January 2012 Special Election.</p> <p>Please note that this Contract has been sent to the County Clerk for review; however, I have not been able to meet 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.</p>		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Resolution No. R-11-014; and (2) Election Services Contract Between the City of Brenham, Texas and Washington County, Texas for the May 11, 2013 General and Special Elections

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 May 11, 2013 General and Special Elections and authorize the Mayor to execute the necessary documentation, once approved in final form by the City Attorney.

APPROVALS: Terry K. Roberts

RESOLUTION NO. R -11-014

A RESOLUTION OF THE CITY OF BRENHAM, TEXAS, MAKING THE FOLLOWING CHANGES TO THE CITY'S GENERAL ELECTION OF MUNICIPAL OFFICERS PURSUANT TO SENATE BILL 100, 82ND LEG., R. S., 2011, TO ODD-NUMBERED YEAR ELECTIONS AND CHANGING TERMS OF OFFICE TO FOUR (4) YEARS ON A STAGGERED SCHEDULE; PROVIDING FOR SEVERABILITY.

WHEREAS, the federal Help America Vote Act of 2002 (HAVA), found in 42 U.S.C. § 15481(a)(3), mandates that for elections in which a federal office is on the ballot, each polling place must be equipped with an electronic voting machine to facilitate voting by those with disabilities; and

WHEREAS, the Texas Legislature implemented HAVA in the 2003 regular session with the passage of House Bill 1549, but expanded the scope of the electronic voting machine requirement to apply to any election held in the state, with limited exceptions; and

WHEREAS, the federal Military and Overseas Voter Act of 2009 (MOVE Act), found in 42 U.S.C. § 1973ff-1, provides for an extended timetable in which absentee ballots be transmitted to uniformed and overseas citizens at least 45 days prior to an election; and

WHEREAS, the Texas Legislature implemented the MOVE Act in 2011 with the passage of Senate Bill 100, which overlaid the period between the state's primary and primary runoff election upon the most commonly-used uniform election date for the municipal general election, which is the second Saturday in May; and

WHEREAS, many counties in Texas have concluded that, in even-numbered years (the years in which the state's primary and primary runoff elections are held), they will be unable to provide to their cities, through sharing, lease, or other means, the electronic voting machines that are required by the aforementioned federal and state laws; and

WHEREAS, the City of Brenham currently holds its general election on the uniform election date on the second Saturday in May; and

WHEREAS, pursuant to Senate Bill 100 and other statutory and state constitutional provisions, the City of Brenham is, through the adoption of this Resolution and any other necessary means, making best efforts to modify its election procedures to be in compliance with Senate Bill 100 and other federal and state laws; and

WHEREAS, the City currently utilizes voting equipment provided by Washington County to hold elections and the County will no longer be able to provide that equipment to the City for even-numbered year elections; and

WHEREAS, the City Council of the City of Brenham believes it is in the best interests of the City and its citizens, and the pursuit of good government enact this Resolution because City Councilmember terms of office will continue to be staggered; the traditional May election date, in odd-numbered years, will be maintained; Washington County will be available to run elections and provide the necessary equipment; and the City will only incur the costs of an election every other year;

NOW THEREFORE; BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS THAT:

Section 1: The City of Brenham, being a Home Rule municipality, and in accordance with Senate Bill 100, hereby changes the length of terms of office for City Councilmembers from three (3) years to four (4) years, and said Councilmember positions shall be elected on a staggered election cycle. The staggered election cycle shall be structured such that four (4) Councilmember positions will be up for election to four (4) year terms of office in May of 2013, and that three (3) Councilmember positions (including the Mayor) will be up for election to four (4) year terms of office in May of 2015.

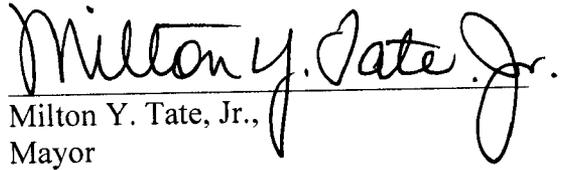
Section 2: The transition will require a one (1) year holdover, until May of 2013, for the following City Councilmember positions: Ward 1, Ward 2 and At-Large Place 5. The terms of office of the City Councilmember positions of Ward 1, Ward 2, and At-Large Place 5 are hereby extended for an additional one (1) year period, from May of 2012 to May of 2013, such that the current terms of office of the aforementioned Councilmember positions expire in May of 2013. Beginning with the election in May of 2013, and in subsequent elections, Ward 1 and At-Large Place 5 shall be elected to four (4) year terms of office. In order to transition all City Council positions to staggered, four (4) year terms of office, the City Council hereby designates Ward 2 as the position to be filled by special election for a one-time, transitional two (2) year term of office to be held in May of 2013.

Section 3: The transition will require a one (1) year holdover, until May of 2015, for the following City Councilmember positions: Mayor and Ward 4. The terms of office of the City Councilmember positions of the Mayor and Ward 4 are hereby extended for an additional one (1) year period, such that the current terms of office of the aforementioned Councilmember positions expire in May of 2015. Beginning with the election in May of 2015, and in subsequent elections, the Mayor, Ward 2 and Ward 4 shall be elected to four (4) year terms of office.

Section 4: The current terms of office of City Councilmember positions for Ward 3 and At-Large Place 6 expire in May of 2013. Beginning with the election in May of 2013, and in subsequent elections, Ward 3 and At-Large Place 6 shall be elected to four (4) year terms of office.

Section 5: Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair, or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this resolution are declared to be severable.

PASSED AND APPROVED this 29 day of Sept., 2011.


Milton Y. Tate, Jr.,
Mayor



ATTEST:


Jeana Bellinger, TRMC
City Secretary

APPROVED AS TO FORM:


Cary Bovey
City Attorney

**ELECTION SERVICES CONTRACT BETWEEN THE CITY OF
BRENHAM, TEXAS AND WASHINGTON COUNTY, TEXAS
FOR THE MAY 11, 2013 GENERAL AND SPECIAL ELECTIONS**

THE STATE OF TEXAS

COUNTY OF WASHINGTON

This Election Services Contract is made the _____ day of _____, 2012, 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

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 Monday, April 29, 2013 and shall end on Tuesday, May 7, 2013 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, May 6, 2013 and Tuesday, May 7, 2013.

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 April 29, 2013 and include any and all legally-required days for Early Voting, and shall terminate upon the completion of the May 11, 2013 General and Special Elections. 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.

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(s) 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 elections 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); and
- Any required testing materials from ES&S (Election Systems & Software).

The City shall order:

- All election supplies required for the use of the E-Books.

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 elections.

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 elections (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 General and Special elections, 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 elections, 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 elections.

INSPECTION:

The County Clerk shall at all times during the elections have the right to enter into the premises where the elections are 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 elections 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 May 11, 2013. Should the City cancel the May 11, 2013 General and/or 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 _____, 2012.

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 13

DATE OF MEETING: December 6, 2012		DATE SUBMITTED: December 3, 2012
DEPT. OF ORIGIN: Risk Management		SUBMITTED BY: Janie Mehrens
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Purchase of Group Stop Loss Coverage or Alternatively Approve an Agreement with Texas Municipal League Intergovernmental Employee Benefits Pool for the Purchase of a Fully-Funded Group Medical Plan for Calendar Year 2013 and Authorize the Mayor to Execute any Necessary Documentation		
SUMMARY STATEMENT: Please see attached memo.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Memo from Janie Mehrens		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION:		
APPROVALS: Carolyn D. Miller		



TO: MAYOR AND CITY COUNCIL
TERRY ROBERTS, CITY MANAGER

FROM: JANIE MEHRENS

DATE: DECEMBER 3, 2012

SUBJECT: PURCHASE OF STOP LOSS COVERAGE FOR GROUP MEDICAL PLAN FOR
CALENDAR YEAR 2013

As the current plan administrator, Texas Municipal League Intergovernmental Employee Benefits Pool (TML IEIBP) obtained viable quotes from two stop loss carriers: the current carrier ING and HM Life. Additional stop loss quotes were received by TML IEIBP but were not found to be viable for our group.

Each carrier provided quotes for the current \$75,000 individual stop loss deductible (ISL) and for \$85,000 individual stop loss deductible. The individual stop loss deductible limits the City's exposure for each claim to the stated deductible. However, ING, the current carrier, has attached a larger ISL, called a laser, to two claimants because of past catastrophic claims and future prognosis. ING has attached a \$250,000 laser or \$175,000 over the group ISL to one claimant and a laser of \$175,000, or \$100,000 over group ISL to the second claimant. ING attached a laser of \$250,000 for one claimant for 2012 which was not met during the current calendar year. HM Life has not attached any lasers to their quote; however, their proposed premiums for Individual and Aggregate Stop Loss are 54% higher than ING's quote.

Estimated claims costs are based on historical costs with trending rates factored in and are therefore not a fixed cost. The one lasered claimant for 2012 has not yet met the group ISL of \$75,000 so the actual claim cost is much lower than estimated. The claim expense isn't incurred until the claim has been paid so the numbers are not exact.

Administrative costs paid to TML IEIBP for claims processing, network fees, and other administrative costs remain the same as the current year.

After analyzing the quotes from the stop loss carriers, the proposal from ING with the \$75,000 Individual Stop Loss shows the lowest fixed cost for the current City of Brenham group medical plan and therefore recommended to provide stop loss coverage for Calendar Year 2013.



AGENDA ITEM 14

DATE OF MEETING: December 6, 2012		DATE SUBMITTED: December 12, 2012	
DEPT. OF ORIGIN: Police Department		SUBMITTED BY: Rex Phelps	
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 Renewal of the Police Protection Agreement between the City of Brenham and the Brenham Housing Authority and Authorize the Mayor to Execute any Necessary Documentation.			
SUMMARY STATEMENT: The BHA and the City of Brenham have an ongoing agreement regarding police services. Brenham Police Department provides a fulltime police officer for the routine utilization of policing in and around the public housing areas. This proactive approach reduces crime and helps keep the patrol and investigative divisions balanced as it relates to police response to the entire Brenham community. In return, the BHA reimburses the city the costs related to personnel.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS: Keeps crime rate from rising. The agreement also helps to promote public housing opportunities to those law abiding citizens in need and deters criminal activity. This of course has a direct impact on the entire city as it relates to the quality of life.			
B. CONS: None identified			
ALTERNATIVES (In Suggested Order of Staff Preference): None recommended at this time.			
ATTACHMENTS: (1) Brenham Housing Authority Police Protection Agreement			
FUNDING SOURCE (Where Applicable): N/A			
RECOMMENDED ACTION: Approve the renewal of the police protection agreement between the City of Brenham and the Brenham Housing Authority and authorize the mayor to execute any necessary documentation.			
APPROVALS: Terry K. Roberts			

BRENHAM HOUSING AUTHORITY POLICE PROTECTION AGREEMENT

WHEREAS The Brenham Housing Authority desires additional police services beyond those provided to the general community and

WHEREAS there is a real need for the city to address the crime problem in and around the vicinity of the public housing in Brenham. Statistics show that at least 16% of Brenham's reported crime was committed in and around the vicinity of the Housing Authority property when this agreement first went into effect and has now dropped to 4%. Some residents of public housing are still afraid to leave their homes after dark while others are engaging in criminal and illegal drug activities. These activities directly affect the ongoing criminal and illegal drug activity in Brenham. These concerns can be met through cooperation between the City of Brenham Police Department and the Housing Authority of the City of Brenham and

WHEREAS the Brenham Police Department desires to provide such services,

Then Brenham Housing Authority (herein referred to as "BHA") and Brenham Police Department (hereby referred to as "BPD") hereby enter into this agreement as follows:

GENERAL CONDITIONS Enforcement of Rules and Regulations

The City, through its Liaison Officer, shall enforce the following laws limited to violations of the Texas Penal Code:

1. Unauthorized persons in unoccupied/unleased structures of BHA shall be dealt with as defined by BPD and Municipal Court policies., i.e., Criminal Trespass.
2. Persons creating disturbances or otherwise interfering with the peaceful enjoyment of lessees, guests, invitees, or staff on BHA property shall be removed, i.e., Criminal Disorderly Conduct.
3. Visitors, residents or guests destroying, defacing or removing BHA property shall be removed and/or criminal enforcement actions shall be taken, i.e., Criminal Mischief.

With regard to the foregoing laws, the City's police officers may issue Criminal Trespass Warnings to any persons found in violations of said laws, i.e., to give notice to any violators that their entry on the property or premises is forbidden, and to arrest or cause the arrest and prosecution of violators, when deemed appropriate by the officer.

SPECIFIC SERVICES PROVIDED BY BRENHAM POLICE DEPARTMENT

The City agrees that in addition to providing normal police protection services that the City will provide additional services as follows:

- A Detective will be assigned to perform background checks and applicant review to screen criminal history.
- Investigate any suspected drug activity and remove any identified offenders.
- Provide weekly incident reports of any police activity. Such report will be due weekly.
- As requested and approved by the BPD, attend BHA Resident Council meetings to communicate with residents on items affecting their security and to promote programs of mutual benefit.
- Plan, schedule and coordinate security workshops and training seminars for employees and residents as requested and approved by the BPD.
- Establish neighborhood crime watch with meetings held as requested and approved by BPD.
- Provide close night patrol from 9:00pm until 1:00am on Thursday, Friday, Saturday and Sunday as allowable with available resources, to be performed by BPD or the Citizens on Patrol (COP) under BPD supervision and/or other hours as needed, at the request of the Executive Director, with the approval of the Chief of Police.

SPECIFIC RESPONSIBILITIES OF BRENHAM HOUSING AUTHORITY

BHA will provide the following in-kind accommodations, services and equipment:

- Orientations – BHA will provide orientations and will familiarize the Liaison Officer with the public housing developments. BHA will also provide orientation of the lease contract and lease enforcement policies and procedures. Information will be provided on changes in Federal regulations and BHA policies through written information and/or training within two weeks of any pertinent changes, but at least once per quarter.
- BHA shall provide a quarterly assessment of the results achieved, as measured against the performance objectives specified within this Contract. BHA's Executive Director and the Police Liaison Officer will review the assessment and coordinate any action necessary to correct any deficiencies.
- Provide a list of all residents residing in Brenham Housing Authority Property at the request of BPD.

- Provide application and other information on those applying for BHA housing to the BPD within one week of receipt of application.
- Provide the front sheet of incident reports from tenants pertaining to potential criminal activities within 48 hours of receipt.

Plan of Operations

The City and BHA shall perform this Contract in accordance with all Federal, State and Local Laws.

If during the term of the Contract either party desires to amend the scope of Contract, either party may request such an amendment via written notification. Any and all amendments shall require the mutual written consent of the Board of Commissioners of BHA and the City Council of Brenham.

Term of Contract

The term of this Contract shall be for one (1) year beginning on the date approved by both parties. The sole and exclusive remedy for violation of this contract by either party shall be the cancellation of future performance by either party upon 30 days prior notice with an opportunity to cure. This contract will renew each year unless either party exercises cancellation.

Compensation

All compensation for use of the Assigned Officers for services specified in this Contract shall not exceed \$52,809.00 annually. Hours worked are billed at \$25.39 per hour.

The Brenham Housing Authority will pay the City of Brenham \$1,000.00 quarterly for costs associated with the Brenham Police Department Liaison Officer's assigned vehicle to include wear and tear, maintenance, fuel, etc. Total proceeds paid to the City of Brenham under this paragraph shall not exceed \$4,000.00 annually.

Compensation of any additional police services performed at the request of the Executive Director and approved by the Brenham Police Department shall be at a rate of \$30.00 per hour per Assigned Officer, for hours actually worked with a three hour minimum. Any and all amounts due for additional police services performed for the BHA pursuant to this paragraph shall be paid by the BHA directly to each police officer providing additional police services to the BHA.

Total proceeds paid to the City of Brenham for Police Protection from the Brenham Housing Authority Capital Funds Grants shall not exceed \$56,809.00 annually for this contract and any

additional police services that may be needed at the request of the Executive Director and approved by the City of Brenham Police Department shall be paid for by the BHA directly to each police officer providing additional police services to the BHA.

Assessment

To maintain a close working relationship between BHA and BPD, it is necessary to resolve any issues that might arise. Therefore, weekly meetings between the Brenham Police Liaison Officer and Brenham Housing Authority will take place to evaluate the progress, to resolve issues, and to strengthen the cooperative atmosphere for a better community.

Termination

BHA may terminate this contract at any time and for any reason by providing thirty (30) days written notice to the City. Such notice shall be delivered by Certified Mail, Return Receipt Requested to 1801 Northview Circle Drive, Brenham, Texas 77833.

The City may terminate this Contract at any time and for any reason by providing thirty (30) days written notice to BHA. Such notice shall be delivered by Certified Mail, Return Receipt Requested to P.O. Box 1059, Brenham, Texas 77833.

Entered into and agreed upon this _____ day of _____, 2012.

Housing Authority of the City of Brenham

Police Department of the City of Brenham



Bill Decker, Executive Director

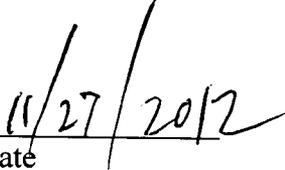
Rex Phelps, Chief of Police

ATTEST:

HOUSING AUTHORITY OF THE
CITY OF BRENHAM



H. Richard Flammer
Board Chairman



Date

CITY OF BRENHAM

Milton Tate
Mayor

Date



AGENDA ITEM 15

DATE OF MEETING: December 6, 2012	DATE SUBMITTED: November 29, 2012	
DEPT. OF ORIGIN: Police Department	SUBMITTED BY: Chief Rex Phelps	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input 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"/> READING
<input type="checkbox"/> EXECUTIVE SESSION	<input type="checkbox"/> REGULAR	<input checked="" type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-12-022 Authorizing the Submission of a Grant Application to TxDOT for the Selective Traffic Enforcement Program (STEP) Grant for the Period of October 1, 2013 through September 30, 2014 and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: This grant has been utilized in numerous past years to enhance traffic safety in specified areas. This grant provides the funding for compensating off-duty officers to work special traffic deployments in areas prone to injury accidents and traffic law violations. The grant does require a match percentage, which is communicated in the attached resolution.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS: Enhance traffic safety; lower the injury accident rate, calm commuter traffic flow.		
B. CONS: None identified		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Resolution No. R-12-022		
FUNDING SOURCE (Where Applicable): State Grant with 20% match		
RECOMMENDED ACTION: Approve Resolution No. R-12-022 authorizing the submission of a grant application to TxDOT for the Selective Traffic Enforcement Program (STEP) grant for the period of October 1, 2013 through September 30, 2014 and authorize the Mayor to execute any necessary documentation		
APPROVALS: Terry K. Roberts		

RESOLUTION NO. R-12-022

A RESOLUTION OF THE CITY OF BRENHAM, TEXAS APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S FOR THE SELECTIVE TRAFFIC ENFORCEMENT (STEP) PROGRAM FOR FEDERAL FISCAL YEAR 2014;

WHEREAS, the Texas Department of Transportation (TxDOT) works together with local law enforcement agencies to decrease automobile accidents and the resulting fatalities and injuries; and

WHEREAS, Selective Traffic Enforcement Program (STEP) grants are provided by TxDOT to law enforcement agencies to enforce traffic safety laws such as speed and intersection traffic control; and

WHEREAS, TxDOT is providing up to \$40,000 in funding for the STEP grants for a jurisdiction with a population of 25,000 and under; as part of the grant requirements, there is a minimum twenty (20%) percent match amount to be provided by the City of Brenham Police Department to be used for overtime for officers participating in the Selective Traffic Enforcement Program (STEP);

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF BRENHAM, TEXAS that the Mayor is authorized to execute all documents necessary for the submission of a grant application to TxDOT for the 2012 STEP program.

PASSED and APPROVED this the 6th day of December, 2012.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 16

DATE OF MEETING: December 6, 2012	DATE SUBMITTED: December 3, 2012	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Terry K. Roberts	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input 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 checked="" type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Section 551.074 - Texas Government Code – Personnel Matters – Discuss and Consider Re-Appointment and Compensation for Municipal Court Judges Julian Weisler and Robert Wright and City Prosecutor Bill Kendall		
SUMMARY STATEMENT: Executive Session discussion.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: None.		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Discussion only.		
APPROVALS: Terry K. Roberts		



AGENDA ITEM 17

DATE OF MEETING: December 6, 2012		DATE SUBMITTED: December 3, 2012
DEPT. OF ORIGIN: Administration		SUBMITTED BY: Terry K. 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 type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Take Action as a Result of an Executive Session Regarding Re-Appointment and Compensation for Municipal Court Judges Julian Weisler and Robert Wright and City Prosecutor Bill Kendall		
SUMMARY STATEMENT: To be discussed in Executive Session.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: None		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: As discussed in Executive Session		
APPROVALS: Terry K. Roberts		