



Tony Groves
Mayor

Jim Griffin
Mayor Pro Tem

Rey Garza
Council Member Place 1

Missi Davis
Council Member Place 2

Jeffrey Sutton
Council Member Place 3

Jane Huffman
Council Member Place 4

Kim Lenoir
City Manager

Tina Keys
City Secretary

Sarah Griffin
City Attorney

MISSION

The City of Brady strives to share its history and encourage the development of diverse housing, employment, infrastructure, and opportunity through transparent management and financing for all residents and employees.

CITY OF BRADY COUNCIL AGENDA REGULAR CITY COUNCIL MEETING JANUARY 22, 2019 AT 6:00 PM

NOTICE is hereby given of a meeting of the City Council of City of Brady, McCulloch County, State of Texas, to be held at 6:00pm on January 22, 2019, at the City of Brady Municipal Court Building, located at 207 S. Elm Street, Brady, Texas, for the purpose of considering the following items. The City Council of the City of Brady, Texas, reserves the right to meet in closed session on any of the items listed below should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551. of the Texas Government Code.

1. CALL TO ORDER, ROLL CALL & CERTIFICATION OF A QUORUM

2. INVOCATION & PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENTS: Reserved for items NOT listed on the agenda

Please limit individual public comments to three (3) minutes. In accordance with TX AG opinion, any public comment addressing items not on the agenda, will only be heard by the City Council. No formal action, deliberation, discussion, or comment will be made by City Council. State Law prohibits any deliberation or decisions regarding items presented in public comments. City Council may only make a statement of specific factual information given in response to the inquiry; recite an existing policy; or request staff to place the item on an agenda for a subsequent meeting.

4. CONSENT AGENDA: Reserved for routine items to save time

Any item may be removed from the Consent Agenda at the request of a Council Member and considered separately following the Consent Agenda approval. All items listed on the Consent Agenda are to be with one motion "Move to approve Consent Agenda."

A. Approval of Minutes for Regular Meeting January 8, 2019.

5. PRESENTATION:

1st Quarter Financial Report – Finance Director Lisa Remini

6. PUBLIC HEARING:

7. INDIVIDUAL CONCERNS

City Council Members are to deliberate the following items. Staff will present the item and are prepared to answer City Council Member questions. The Mayor will recognize Council Members as the council discussed the item so everyone is heard. Once the City Council Members finish discussion, the Mayor will recognize attendees who have comments. Attendees and council members need to direct comments to the Mayor as they are recognized. When all comments are complete, the Mayor will call for a motion.

- A. Discussion, consideration and possible action approving agreements with THF Brady Housing, Ltd.
d/b/a Trails of Brady:
 - i. 380 Agreement with the Trails of Brady Apartments in accordance with Resolution 2015-013.
 - ii. Promissory Note in relation to a loan of \$53,000 to THF Brady GP, LLC in accordance with Resolution 2015-013.
 - iii. Deed of Trust in relation to a loan of \$53,000 to THF Brady GP, LLC in accordance with Resolution 2015-013.
 - iv. Intercreditor Agreement with JPMORGAN CHASE BANK, N.A. in relation to a loan of \$53,000 to THF Brady GP, LLC in accordance with Resolution 2015-013.
- B. Discussion, consideration and possible action regarding awarding Westar Construction, Inc. the bid for flatwork at the Richards Park Ball field Construction Project (\$).
- C. Discussion, consideration, and possible action regarding award of LCRA Engineering Services for North Walnut Street overhead power line design specifications & plans for future bidding and construction improvements in the amount of \$60,000.00.
- D. Discussion, consideration and possible action regarding **first reading of Ordinance 1263** of the City of Brady, Texas, adding additional duties to the Tourism Advisory Board the responsibility of accepting and reviewing Hotel Occupancy Tax Grants, adopting the required forms for HOT Grants, and requiring City Council approval of all HOT Grants.
- E. Discussion, consideration and possible action recommending Type A EDC prepare agreements/documents to either assign, donate, sell, or transfer remaining assets and contracts to address final closure of the Type A Economic Development Corporation.
- F. Discussion, consideration and possible action recommending Type A EDC prepare agreements to address remaining debt to the City of Brady for the 2009 voter approved Civic Center project, needed to address final closure of the Type A Economic Development Corporation.
- G. Discussion, consideration and possible action approving Type A EDC's recommendation to transfer the Airport Hangar E to the City of Brady Curtis Field Airport and for the City of Brady to accept the Airport Hangar E at the Airport (book value \$219,537), presented by EDC President Jason Valdez.
- H. Discussion, consideration and possible action to fill vacancy position on the Airport Advisory Board.
- I. Discussion, consideration and possible action accepting revised lease agreement on the replatted lots of the Davee Subdivision current leaseholders.
- J. Discussion and summary of City Council action and if procedures and processes worked.

8. STAFF REPORTS

- A. December Board Minutes – BEDC Type A and B (Dec 12)
- B. December Monthly Activity Reports – Visit Brady Report, Sales Tax Receipts, Utility Reports, Seniors, Golf, BPD, BVFD Expense Report, Animal Control, Airport, Code Enforcement, Chronic Code Complaints, and Structures Inhabited without Utilities
- C. Quarterly Reports – EPA for Drinking Water Project
- D. Upcoming Special Events/Meetings:
 - Jan 24 – Brady/McCulloch County Chamber of Commerce Annual Awards Banquet – Civic Center
 - Feb 9 – Hope from the Heart Annual Charity Event – Civic Center
 - Feb 13 – 11:30am – Chamber Good News Luncheon – Civic Center
- E. Upcoming City Calendar:
 - Jan 16 to Feb 15 – Accepting applications to file for a place on City Council Ballot
 - Jan 22 and 23 – Trash Schedule Changes for Mon and Tues to Tues and Wed
 - Jan 23 – Bagged Leaves Pick-up – Thursday Trash Service
 - Jan 23 – Monthly Municipal Court
 - Jan 30 – Bagged Leaves Pick-up – Friday Trash Service
 - Feb 16 – 9am to 4pm EDC Training – Municipal Court Room
- F. Possible Visit by K-9 Officer Sator – Chief Thomas

9. ANNOUNCEMENTS

Pursuant to the Texas Government Code § 551.0415, City Council Members and City staff may make reports about items of community interest during a meeting of the governing body without having given notice of the report. Items of community interest include: Expressions of thanks, congratulations, or condolence; an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision; Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and announcements involving an imminent threat to public health and safety of people in the municipality that has arisen after the posting of the agenda.

10. EXECUTIVE SESSION

The City Council of the City of Brady will adjourn into Executive Session for the following:

- A. Pursuant to Section 551.074 (Personnel Matters) City Council will meet to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: City Manager Kim Lenoir and Attorney Sarah Griffin duties under the City Charter.
- B. Pursuant to Section 551.071 (Consultation with Attorney), the City Council will consult with the City Attorney on a matter in which the duty of the attorney to the City under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act: legal opinion(s) regarding Brady Volunteer Fire Department, G Rollie White Complex, and EDC.
- C. Pursuant to Section 551.087 (Economic Development), the City Council will deliberate the offer of a financial or other incentive or to discuss or deliberate regarding commercial or financial information that the City Council has received from a prospective business, retail, and other development projects that the City Council seeks to have locate in or near the City and/or with which the City Council is conducting economic development negotiations, Trails of Brady.
- D. Pursuant to Section 551.072 (Deliberations about Real Property), the City Council will deliberate the purchase, exchange, lease, or value of real properties of the City as the deliberation in an open meeting will have the detrimental effect on the position of the City in negotiations with a third person: Drinking Water Project.

11. OPEN SESSION ACTION on Any Executive Session Item listed above, if needed.

12. ADJOURNMENT

I certify that this is a true and correct copy of the City of Brady City Council Meeting Agenda and that this notice as posted on the designated bulletin board at Brady City Hall, 201 E. Main St., Brady, Texas 76825; a place convenient and readily accessible to the public at all times, and said notice was posted on _____ by 6:00 p.m. and will remain posted continuously for 72 hours prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.

Tina Keys, City Secretary

In compliance with the American with Disabilities Act, the City of Brady will provide for reasonable accommodations for persons attending public meetings at City facilities. Requests for accommodations or interpretive services must be received at least 48 hours prior to the meeting. Please contact the City Secretary at 325-597-2152 or citysec@bradytx.us.

Attendance by Other Elected or Appointed Officials: It is anticipated that members of other governmental bodies, and/or city boards, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the body, board, commission and/or committee. The members of the boards, commissions and/or committees may be permitted to participate in discussion on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless item and action is specifically provided for on an agenda for that body, board, commission or committee subject to the Texas Open Meetings Act.

The City Council of the City of Brady reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on this agenda as authorized by the Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding prospective Gifts or Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices), 551.086 (Deliberate, vote or take final action on competitive matters of the public power utility), and 551.087 (Deliberation regarding Economic Development).

This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes written interpretation of the Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.104(c) and the meeting is conducted by all participants in reliance on this opinion.

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The City Council of the City of Brady, Texas met in a Regular Meeting on Tuesday, January 08, 2019 at 6:00 pm at the City of Brady Municipal Court Building located at 207 S. Elm Street, Brady, Texas with Mayor Anthony Groves presiding. Council Members present were Jane Huffman, Jim Griffin, Rey Garza, Missi Davis, and Jeffrey Sutton. City staff present were City Manager Kim Lenoir, Public Works Director Steve Miller, Community Services Director Dennis Jobe, Police Chief Steve Thomas, Fire Chief Lloyd Perrin, and City Secretary Tina Keys. Also in attendance were Loye and Sue Ellen Young, Harold Tacker, Jeanette Tacker, Mary Alice Smith, Taylor Hoffpauir, Jason Valdez, Erin Corbell, James Stewart, and David Ortiz.

1. CALL TO ORDER, ROLL CALL & CERTIFICATION OF A QUORUM

Mayor Groves called the meeting to order at 6:00 p.m. Council quorum was certified.

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Pro Tem Griffin gave the invocation and the Pledge of Allegiance was recited.

3. PUBLIC COMMENTS

There were no public comments.

4. CONSENT AGENDA

- A. Approval of Minutes for Regular Meeting December 18, 2018.
- B. Approval of Resolution 2019-001 to call May 4, 2019 General Election, for the purpose of filling City of Brady City Council Members Place 4 and Place 5 expiring terms.
- C. Approval of Resolution 2019-004 authorizing publication of notice of intent to issue City of Brady, Texas Certificates of Obligation, Series 2019. Not to exceed \$10,830,000, for Drinking Water Project

Council Member Sutton moved to approve the Consent Agenda. Seconded by Council Member Garza. All Council Members voted "aye" and none "nay". Motion passed with a 5 – 0 vote.

5. PRESENTATIONS: None Scheduled

There were no presentations

6. PUBLIC HEARINGS: None Scheduled

- A. Public Hearing for the 2019-2020 Texas Community Development Block Grant Fund project for N. Walnut waterline loop and system improvements (\$275,000) Presented by Mary Alice Smith, GrantWorks and Steven Miller, Public Works. Public Hearing was opened at 6:05pm. Mary Alice Smith presented to Council. There were no public comments. Rey Garza asked what part of N. Walnut this would cover. Steven Miller handed out graphics to show the proposed project along N. Davidson versus N. Walnut and went over details of the project. Public Hearing was closed at 6:09pm.
- B. Discussion, consideration and possible action regarding Resolution 2019-002 applying for the 2019-2020 Texas Community Development Block Grant Fund project for N. Walnut waterline loop and system improvements (Estimated at \$275,000) and authorizing the Mayor to sign the application. Council Member Griffin moved to approve Resolution 2019-002. Seconded by Council Member Huffman. All Council Members voted "aye" and none "nay". Motion passed with a 5 – 0 vote.

- C. Discussion, consideration and possible action regarding **Resolution 2019-003** selecting KSA Engineers to be the engineers for the 2019-2020 Texas Community Development Block Grant Fund project for N. Walnut waterline loop and system improvements. Council Member Davis moved to approve Resolution 2019-003. Seconded by Council Member Garza. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.

7. INDIVIDUAL CONCERNS

- A. Discussion, consideration, and possible action regarding first reading of **Ordinance 1263** of the City of Brady, Texas establishing the Hotel Occupancy Tax Grant Sub-Committee of the Tourism Advisory Board. Kim Lenoir presented. Council Member Davis thinks its redundant to have this committee. Council Member Huffman agrees with Council Member Davis. Mayor Groves asked for a motion to direct the city staff to go back and re-work the Tourism Advisory Board duties to absorb the HOT Tax Grant committee duties. Council Member Davis moved. Seconded by Council Member Huffman. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.
- B. Discussion, consideration, and possible action accepting the Type A Brady Economic Development Corporation (EDC) 2018 Annual Report. Kim Lenoir presented. Council Member Griffin moved to accept the Type A EDC 2018 Annual Report. Seconded by Council Member Garza. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.
- C. Discussion, consideration and possible action approving Type A EDC’s recommendation to pay off the balance of the Type A EDC loan at Commercial National Bank (\$32,168.51) for the construction of Airport Hangar E. EDC President Jason Valdez presented and clarified the EDC made a payment in December so actual payoff amount is \$29,665.34. Council Member Davis moved to approve Type A EDC recommendation to pay off balance in the amount of \$29,665.34. Seconded by Council Member Garza. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.
- D. Discussion, consideration, and possible action approving Type A EDC’s recommendation to donate the Airport Hangar E to the City of Brady Curtis Field Airport and for the City of Brady to accept the donation of Airport Hangar E to the Airport (book value \$219,537). EDC President Jason Valdez presented. Council Member Council Member Huffman asked why the EDC would be willing to donate property with that value. Valdez said they are trying to dissolve Type A assets. Valdez said he would like to have a work session on January 22, 2019 and would like the item tabled. Council Member Garza. moved to table item to workshop and next council meeting. Seconded by Council Member Huffman. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.
- E. Discussion, consideration and possible action to appoint a Council Member to the Brady Youth Sports Association Board. Council Member Davis nominated Council Member Garza. Seconded by Council Member Griffin. Council Member Garza accepted the nomination. Council Member Huffman moved to approve the nomination of Council Member Garza. Seconded by Council Member Davis. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.
- F. Discussion and summary of City Council action accepting revised lease agreement on the replatted lots of the Davee Subdivision current leaseholders. Dennis Jobe presented to Council. He explained that he has met with lessees in the Davee Subdivision and is still collecting information. Council Member Huffman questioned what the legality would be if the appraisals by the lessees came out substantially different. There was no action taken. Council Member Davis moved to direct staff to continue to collect necessary information and have this item on the January 22 agenda. Seconded by Council Member Griffin. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.

- G. Discussion and summary of City Council action and if procedures and processed worked. There was no discussion.

8. STAFF REPORTS

- A. **4th Quarter Reports for Public Works:** WWTP Replacement Project; Radium Reduction Drinking Water Treatment Project; TCEQ – Old Power Plant Station Site and Judgement; TXDOT North Bridge Street Project; Airport Feed 1 OH Electric Line Replacement
- B. **4th Quarter Reports for Community Services:** Brady Lake Boating Access Grant; Brady Lake Fish House Project; Richards Park Ballfield Improvements Grant; Willie Washington Park Improvements; Lt. Conway (Stanburn) Park Improvements; Brady Creek Trail Project; Curtis Field Master Plan; GRW Steering Committee; Activity Center Renovation Project; **Dodge Heights Replat Project**; Brady Lake Boat Dock Permits/ Rules/ Regulations and Billing
- C. **4th Quarter Reports for Public Safety:** Grant(s) Status Reports; Animal Control Facility Project
- D. **Upcoming Special Events/Meetings:**
Jan 11 – 12 – McCulloch County Stock Show – GRW Complex
Jan 12 – McCulloch County Jr Livestock Association Auction and Dinner – Civic Center
Moved to Feb 13 – 11:30am – Chamber Good News Luncheon – Civic Center
Jan 16 – TPWD Stocking Rainbow Trout – Brady Creek / Richards Park
Jan 24 – Brady/McCulloch County Chamber of Commerce Annual Awards Banquet – Civic Center
Feb 9 – Hope from the Heart Annual Charity Event – Civic Center
- E. **Upcoming City Calendar:**
Jan 9 – Bagged Leaves Pick-up – Monday Trash Service
Jan 16 to Feb 15 – Accepting applications to file for a place on City Council Ballot
Jan 16 – Bagged Leaves Pick-up – Tuesday Trash Service
Jan 21 – In-service Training Day (City Offices Closed) Emergency Management Table Top Exercise
Jan 22 and 23 – Trash Schedule Changes for Mon and Tues to Tues and Wed
Jan 22 – 12noon Proposed Work Session with EDC A & B to discuss transfer of Type A EDC assets and debts.
Jan 22 - 4pm Proposed Work Session with McCulloch County Commissioners Court
Jan 22 – 6pm Regular Council Meeting
Jan 23 – Bagged Leaves Pick-up – Thursday Trash Service
Jan 23 – Monthly Municipal Court
Jan 30 – Bagged Leaves Pick-up – Friday Trash Service
- F. Possible Visit by K-9 Officer Sator – Chief Thomas

9. ANNOUNCEMENTS

There were no announcements

10. EXECUTIVE SESSION

There was no Executive Session

11. OPEN SESSION ACTION on any Executive Session Item listed above, if needed.


12. ADJOURNMENT

There being no further business, the Mayor adjourned the meeting at 6:53 p.m.

Mayor Anthony Groves

Attest: _____
Tina Keys, City Secretary

**City Council
City of Brady, Texas
Agenda Action Form**

AGENDA DATE:	1-22-2019	AGENDA ITEM	5.
AGENDA SUBJECT:	First Quarter Financial Report – FY 19		
PREPARED BY:	Lisa Remini	Date Submitted:	1-17-2019
EXHIBITS:	Financial Report as of December 31, 2018 Fund Balance and Cash Reconciliation Reconciled Cash and Utility Billing Summary Sales Tax Chart by Fiscal Year Utility Customer Service Reports BVFD activity report on City grant funding		
BUDGETARY IMPACT:	Required Expenditure:		\$00.00
	Amount Budgeted:		\$00.00
	Appropriation Required:		\$00.00
CITY MANAGER APPROVAL:			

SUMMARY:

Financial Reports for first quarter-end (25%) of FY 19 have been emailed to you for review and placed on the website for public view.

City Sales Tax collections through December 31, 2018 total \$251,189.54, and are exceeding budget projections; however, collections are \$11,298 less than last year at this time.

Property tax collections total \$401,771 or 44% of budget projections.

Fund Revenues and Expenditures are slightly below the 25 percentile budget mark, but similar to last year at this time. Monies for the new Water and WWTP Constructions Funds are expected to be received in March-April upon closing of loans from the TWDB, with construction costs to begin thereafter.

RECOMMENDED ACTION:

This item is for discussion purposes only.

CITY OF BRADY
MONTHLY FINANCIAL REPORT
AS OF: DECEMBER 31ST, 2018

PAGE: 1

25.00% OF FISCAL YEAR

	CURRENT BUDGET	YEAR TO DATE ACTUAL	% TO DATE	YEAR TO DATE PRIOR YEAR
BEGINNING FUND BALANCE & NET WORKING CAPITAL	13,796,818.73	13,796,818.73		13,668,169.01
<u>REVENUES</u>				
10 -GENERAL FUND	7,551,868.00	1,726,113.02	22.86	1,712,437.81
20 -ELECTRIC FUND	7,353,410.00	1,691,612.75	23.00	1,772,888.66
30 -WATER / SEWER FUND	3,808,675.00	885,174.25	23.24	3,655,578.17
33 -WATER CONSTRUCTION FU	28,700,000.00	0.00	0.00	0.00
35 -WWTP CONSTRUCTION FUN	14,705,000.00	0.00	0.00	0.00
40 -GAS FUND	1,099,000.00	288,546.86	26.26	257,699.80
50 -UTILITY SUPPORT FUND	660,400.00	178,495.64	27.03	122,639.29
60 -SOLID WASTE FUND	1,208,000.00	294,995.95	24.42	274,548.96
80 -SPECIAL REVENUE FUND	1,551,792.00	111,491.40	7.18	257,907.12
81 -CEMETERY FUND	106,100.00	99,979.73	94.23	0.00
82 -HOTEL/MOTEL FUND	308,400.00	130,159.49	42.20	0.00
83 -SPECIAL PURPOSE FUND	34,700.00	32,342.80	93.21	0.00
TOTAL REVENUES	67,087,345.00	5,438,911.89	8.11	8,053,699.81
<u>EXPENDITURES</u>				
10 -GENERAL FUND	7,874,814.00	1,712,274.95	21.74	1,681,320.20
20 -ELECTRIC FUND	7,848,890.00	1,793,533.27	22.85	4,719,208.10
30 -WATER / SEWER FUND	4,546,462.00	657,293.89	14.46	673,304.39
33 -WATER CONSTRUCTION FU	28,700,000.00	0.00	0.00	0.00
35 -WWTP CONSTRUCTION FUN	14,705,000.00	0.00	0.00	0.00
40 -GAS FUND	1,329,180.00	323,415.22	24.33	525,598.84
50 -UTILITY SUPPORT FUND	641,033.00	138,450.81	21.60	108,388.80
60 -SOLID WASTE FUND	1,320,928.00	305,738.44	23.15	307,265.23
80 -SPECIAL REVENUE FUND	2,046,586.00	429,530.98	20.99	290,346.38
81 -CEMETERY FUND	92,110.00	12,234.18	13.28	0.00
82 -HOTEL/MOTEL FUND	308,400.00	47,977.18	15.56	0.00
83 -SPECIAL PURPOSE FUND	7,000.00	0.00	0.00	0.00
TOTAL EXPENDITURES	69,420,403.00	5,420,448.92	7.81	8,305,431.94
REVENUES OVER/(UNDER) EXPENDITURES	(2,333,058.00)	18,462.97		(251,732.13)
ENDING FUND BALANCE & NET WORKING CAPITAL	11,463,760.73	13,815,281.70		13,416,436.88

FUND BALANCE AND CASH RECONCILEMENT

As of: December 31, 2018

		Total Cash
BRADY NATIONAL BANK		
Operating Account	#100677	\$ 13,931,042.01
Airport Account	#172791	\$ 3,702.65
CW - WWTP Construction	#103671	\$ 8,216.61
DW Construction	#104828	\$ 4,198.89
Sinking Fund 2000	#172890	\$ 141,659.51
Sinking Fund 2012 - Refunding	#103069	\$ 77,005.93
Sinking Fund 2012 - WWTP	#103663	\$ 45,970.48
Sinking Fund 2013 - DW	#105770	\$ 13,677.64
Drug Seizure FDS	#172668	\$ 12,125.69
Police Educational	#172700	\$ 8,528.45
Court Security	#102533	\$ 7,365.23
Court Technology	#102541	\$ 4,118.93
Community Development Block	#172627	\$ -
Cash on Hand		\$ 1,960.00
Bank Balances - Interest rate 2.64%		
	Subtotal	\$ 14,259,572.02
Certificate of Deposit at CNB		\$ -
BOKF, NA Escrow Account - CO 2012 CW Project		\$ 487,865.03
BOKF, NA Escrow Account - LF 2012 CW Project		\$ -
BOKF, NA Escrow Account - EDAP 2015 DW Project		\$ 100,965.92
	Subtotal	\$ 588,830.95
TOTAL CASH BALANCES RECONCILED		14,848,402.97
12-31-18 GENERAL LEDGER		
Total Current Non-Cash Assets - All Funds		774,993.83
(Total Current Liabilities - All Funds)		(1,808,115.10)
Total Fund Balance / Net Working Capital		13,815,281.70

RECONCILED OPERATING CASH / TOTAL UTILITY BILLINGS

Fiscal Year 18-19

MONTH	OPERATING CASH	PCRF	ELECTRIC DISTRIBUTION	SEWER	WATER	FUEL	GAS DISTRIBUTION	SOLID WASTE	TOTAL BILLINGS
October 2018	14,092,703.01	312,399.76	323,538.56	103,654.08	192,987.11	18,034.48	26,955.57	84,081.69	1,061,651.25
November 2018	13,827,991.19	282,659.21	274,489.85	102,923.02	167,857.07	28,360.63	40,174.11	84,026.49	980,490.38
December 2018	13,931,042.01	280,315.56	271,243.88	101,273.77	159,099.61	65,043.58	74,040.07	84,258.68	1,035,275.15
January 2019									0.00
February 2019									0.00
March 2019									0.00
April 2019									0.00
May 2019									0.00
June 2019									0.00
July 2019									0.00
August 2019									0.00
September 2019									0.00
		875,374.53	869,272.29	307,850.87	519,943.79	111,438.69	141,169.75	252,366.86	3,077,416.78

1171 - Brady, City of (General Obligation Debt)
Report - Brady, City of (General Obligation Debt) / Sales Tax Data

The charts below contain sales tax revenue allocated each month by the Texas State Comptroller. Please contact and search the Texas Comptroller's website if you notice an incorrect amount.

For example, the February allocations reflect December sales, collected in January and allocated in February.

*Excludes any sales tax retained by the municipality and not remitted to the Comptroller.

- View Grid Based on Calendar Year
- View Grid With All Years

Download to Excel

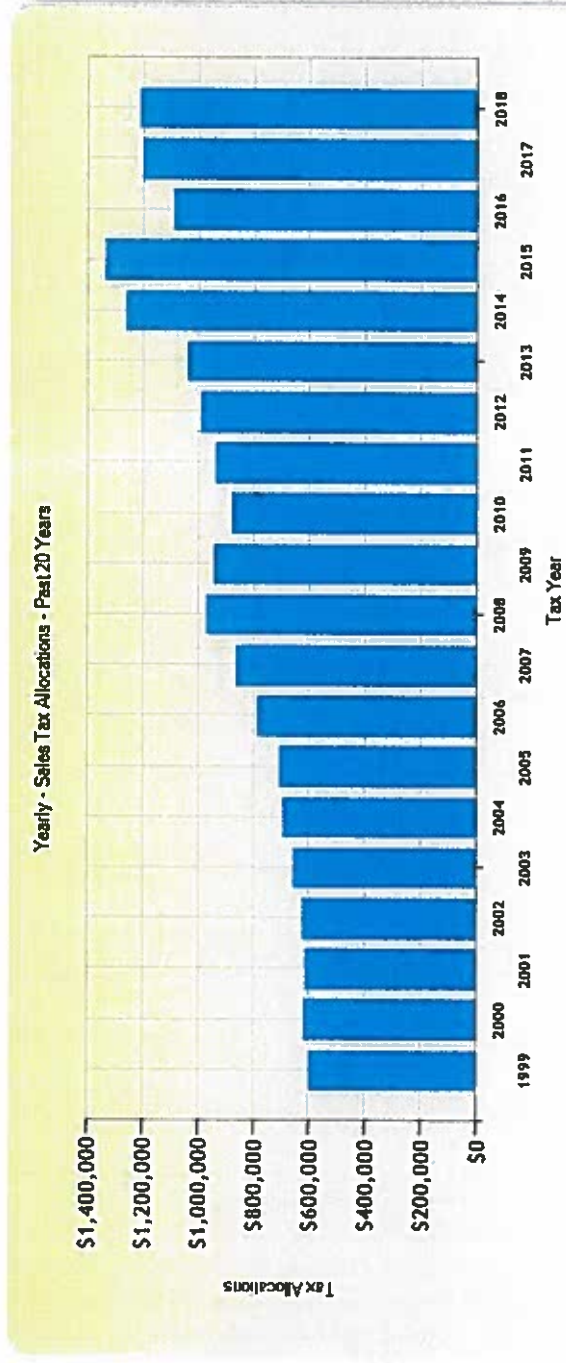
Change Fiscal Year

09/30/2020

Submit

By Fiscal Year 10/01 - 09/30

Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2019	\$108,700	\$97,871	\$99,563	\$102,849	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$408,983
2018	\$101,224	\$103,733	\$112,475	\$107,463	\$108,139	\$94,294	\$88,618	\$106,428	\$105,435	\$94,199	\$103,004	\$98,016	\$1,223,027
2017	\$87,306	\$91,161	\$89,413	\$100,033	\$109,289	\$86,358	\$97,988	\$101,730	\$86,536	\$97,051	\$103,953	\$100,236	\$1,151,056
2016	\$143,834	\$112,101	\$107,933	\$98,515	\$113,278	\$84,869	\$85,238	\$96,257	\$81,982	\$80,944	\$94,673	\$85,349	\$1,184,973
2015	\$113,438	\$115,026	\$128,575	\$118,282	\$127,008	\$90,659	\$99,414	\$119,166	\$107,160	\$99,436	\$107,394	\$106,966	\$1,332,523
2014	\$86,905	\$90,223	\$83,575	\$87,608	\$114,999	\$83,194	\$86,383	\$103,052	\$119,190	\$96,615	\$101,343	\$109,279	\$1,162,366
2013	\$81,575	\$84,095	\$78,857	\$88,594	\$108,399	\$69,954	\$76,038	\$92,661	\$84,448	\$82,176	\$91,353	\$87,852	\$1,026,002
2012	\$76,182	\$79,173	\$73,628	\$81,661	\$100,901	\$64,794	\$79,473	\$88,392	\$76,641	\$60,890	\$87,159	\$105,230	\$974,124
2011	\$78,998	\$93,104	\$65,476	\$83,507	\$93,953	\$70,399	\$72,121	\$81,841	\$76,174	\$71,819	\$84,522	\$71,003	\$942,918
2010	\$70,849	\$72,537	\$66,287	\$69,364	\$86,286	\$70,868	\$54,779	\$73,192	\$69,685	\$64,455	\$93,443	\$58,872	\$850,618



TO: MAYOR AND COUNCIL

FROM: FINANCE / UTILITY DEPARTMENTS

SUBJECT: MONTHLY CUSTOMER SERVICE REPORT

DATE: December 31, 2018

[illegible]

SERVICE ORDER REPORT FY 18-19

[illegible][illegible]

BNB/Brady VFD Maintenance Fund							
Date	Payee	Description	Amt	Ck #	Recurring Payment	Other Comments	
Nov-16							
11/1/2018	CTTC	Tower Lease	25.00	EFT	X	Tower Lease	
10/10/2018	City Brady	Deposit from City of Brady	2,050.00	DEP		Monthly Stipend from City of Brady	
11/10/2018	City Brady	Deposit from City of Brady	2,050.00	DEP		Monthly Stipend from City of Brady	

BNB/Brady VFD Maintenance Fund

Date	Payee	Description	Amt	Chk #	Recurring Payment	Other Comments
OCT-2018						
10/1/2018	CTTC	Tower Lease	25.00	Auto WD	X	CTTC Tower Lease
10/23/2018	VFIS	VFIS	3,669.00	227		Insurance

BNB/Brady VFD Maintenance Fund

Date	Payee	Description	Amt	Qtr #	Recurring Payment	Other Comments
Nov-16						
12/6/2018	CTTC	Tower Lease	25.00	EFT	X	Tower Lease
12/12/118	City Brady	Deposit from City of Brady	2,050.00	DEP		Monthly Slipend from City of Brady
12/20/2018	Acc Hardware	Invoice # 139075	37.49	228		Equipment Part

MOTEL OCCUPANCY TAX

FY 2019 Quarter Totals

	Due	Total
1st Quarter FY 19 (October - December 2017) -	January 31, 2019	\$0.00
2nd Quarter FY 19 (January - March 2018) -	April 30, 2019	\$0.00
3rd Quarter FY 19 (April - June 2018) -	July 31, 2019	\$0.00
4th Quarter FY 19 (July - September 2018) -	October 31, 2019	\$0.00

Total Collections \$0.00

FY 2019 Summary Collections

	Taxable Receipts	Tax @ 7%	1%Discount - Penalties	Net Tax
Holiday Inn Express - 2320 S Bridge 597-1800	\$0.00	\$0.00	\$0.00	\$0.00
Best Western - 2200 S. Bridge 597-3997	\$0.00	\$0.00	\$0.00	\$0.00
Sunset Inn - 2108 S. Bridge 597-0789	\$0.00	\$0.00	\$0.00	\$0.00
Gold Key Inn - 2021 S Bridge 597-2185	\$0.00	\$0.00	\$0.00	\$0.00
Brady Motel - 603 W. Commerce 597-2442	\$0.00	\$0.00	\$0.00	\$0.00
Harper Family Venture	\$0.00	\$0.00	\$0.00	\$0.00
Trucountry Inn - 202 W. Main 800-371-4121	\$0.00	\$0.00	\$0.00	\$0.00
	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>

FY 2019 Grants	Commitment	YTD Distributions	Payment Date
Chamber of Commerce	\$234,500.00	\$45,000.00	Monthly thru 12/01/18
TruCountry	\$1,000.00	\$1,000.00	11/15/2018
Annual Hotel Administrative Fee & Audit-MuniServices	\$1,977.18	\$1,977.18	11/30/2018
YTD Total	<u>\$237,477.18</u>	<u>\$47,977.18</u>	
2019 Budget	\$308,400.00		


HISTORICAL COLLECTION / PAYOUT HISTORY

	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
% CHANGE	-11.45%	40.91%	-12.54%	4.17%	19.35%
COLLECTIONS	\$257,726.63	\$291,037.90	\$206,535.69	\$236,148.85	\$226,685.90
GRANTS	(\$231,338.43)	(\$219,786.14)	(\$224,778.00)	(\$185,750.00)	(\$226,685.90)
FUND BALANCE	<u>129,796.50</u>	<u>103,408.30</u>	<u>32,156.54</u>	<u>50,398.85</u>	<u>0.00</u>

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	1/22/19	AGENDA ITEM	7.A
AGENDA SUBJECT:	<p>A. Discussion, consideration and possible action approving agreements with THF Brady Housing, Ltd. d/b/a Trails of Brady:</p> <ul style="list-style-type: none"> i. 380 Agreement with the Trails of Brady Apartments in accordance with Resolution 2015-013. ii. Promissory Note in relation to a loan of \$53,000 to THF Brady GP, LLC in accordance with Resolution 2015-013. iii. Deed of Trust in relation to a loan of \$53,000 to THF Brady GP, LLC in accordance with Resolution 2015-013. iv. Intercreditor Agreement with JPMORGAN CHASE BANK, N.A. in relation to a loan of \$53,000 to THF Brady GP, LLC in accordance with Resolution 2015-013. 		
PREPARED BY:	Kim Lenoir / Sarah Griffin	Date Submitted:	1/18/19
EXHIBITS:	As outlined above		
BUDGETARY IMPACT:	Required Expenditure:	\$53,000.00	
	Amount Budgeted:	\$55,000.00	
	Appropriation Required:	\$53,000.00	
CITY MANAGER APPROVAL:			
SUMMARY:	<p>As part of the federal funding and award of the Trails of Brady Apartment Complex, the City Council approved developing a 380 Agreement and a loan to the project, which added to the points for this statewide competitive project award for Brady. Only one of these projects are allowed in each US Census Tract, and now Brady has met its quota for such a federal project.</p> <p>This is the first loan that the City of Brady has administered.</p>		
RECOMMENDED ACTION:	Approval of Items i-iv above, subject to final revisions between the Parties, conditional upon final approval by the City Attorney.		

CITY OF BRADY, TEXAS

RESOLUTION NO. 2015-013

**A RESOLUTION OF THE CITY OF BRADY, TEXAS ("CITY")
APPROVING A COMMITMENT OF FUNDS IN THE FORM OF A
RESOLUTION FROM THE LOCAL POLITICAL SUBDIVISION FOR
THE PROPOSED TRAILS OF BRADY APARTMENTS, TDHCA
#15241, TO BE LOCATED IN BRADY, TEXAS**

WHEREAS, Dharma Development, LLC and the Texas Housing Foundation has proposed a development for affordable rental housing to be located on the southeast corner of W. 17th St. and Nine Rd., Brady, McCulloch County, Texas to be called Trails of Brady; and,

WHEREAS, THF Brady Housing, Ltd. intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2015 Housing Tax Credits for the development of Trails of Brady; and,

WHEREAS, pursuant to §11.9(d)(2) Commitment of Development Funding by Local Political Subdivision in the 2015 TDHCA Qualified Allocation Plan, the Trails of Brady application will receive 14 points for a Firm Commitment of Development funding from the Local Political Subdivision in the form of a Resolution; and,

WHEREAS, the Firm Commitment will be in the amount that will qualify for the full eleven (11) points for section §11.9(d)(2)(B)(i) which is "the population of the Place multiplied by a factor of 0.15 in funding per Low Income Unit" and will not exceed \$828. per affordable housing unit; and,

WHEREAS, the Firm Commitment will be in the form of a permanent loan with a minimum term of fifteen (15) years, minimum amortization period of thirty (30) years, and interest rate no higher than three (3) percent per annum; and,

WHEREAS, the City of Brady supports THF Brady Housing, Ltd. and the proposed affordable housing development Trails of Brady; and,

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

The City of Brady hereby adopts this Resolution to evidence its Commitment of funding for the amount and terms of which will comply with all requirements of TDHCA in order to qualify for the full 14 points for the Commitment of Development Funding by Local Political Subdivision. The funds were not provided to the Local Political Subdivision by the Applicant or a Related Party.

FURTHER RESOLVED that for and on behalf of the Governing Body, Anthony Groves, Mayor is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED by the City Council of the City of Brady, Texas this 17th day of February 2015.

APPROVED:

ATTEST:

 Mayor

 City Secretary

**CITY OF BRADY, TEXAS
AND
THF BRADY HOUSING, LTD.**

**CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AGREEMENT**

This **CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into by and between the CITY OF BRADY, TEXAS (hereinafter referred to as the "City"), a Texas home rule municipality, and THF Brady Housing, Ltd., a Texas limited partnership (hereinafter referred to as the "Borrower"), for the purposes and considerations stated below:

WHEREAS, Borrower has applied to City for financial assistance for the construction of a minimum of a seventy-two (72) unit affordable apartment community to be located on an approximately 4.508 acre tract of land generally located and as generally depicted in **Exhibit A** of this Agreement, and located at the southeast corner of W. 17th St. and Nine Rd., Brady, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the Borrower desires to enter into this Agreement pursuant to Chapter 380 of the Texas Local Government Code (hereinafter referred to as "Chapter 380"); and

WHEREAS, the City desires to provide, pursuant to Chapter 380, an incentive to Borrower for the construction of a minimum of a seventy-two (72) unit affordable apartment community located at the Property; and

WHEREAS, the City has the authority under Chapter 380 to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of Brady, Texas; and

WHEREAS, the City Council has determined that the construction of this residential housing will be a catalyst for the growth of the City, because affordable housing will bring more residents to the City, which will in turn mean more business for the local economy; and

WHEREAS, the City determines that a grant of funds to Borrower will serve the public purpose of promoting local economic development, and enhancing business and commercial activity within the City of Brady, Texas; and

WHEREAS, the City and Borrower desire that development of the Property, will encourage increased economic development in the City, provide increases in the City's sales tax revenues, and improve the City's ability to provide for the health, safety, and welfare of the citizens of the City of Brady, Texas; and

WHEREAS, the creating of jobs at the Property will achieve the public purpose of promoting economic development and diversity, increasing employment, reducing unemployment and underemployment, expanding commerce, and stimulating business and commercial activity in the State, in McCulloch County, and in the City of Brady, Texas; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Brady, Texas, and, as such, meets the requirements under Chapter 380 of the Texas Local Government Code, and further, is in the best interests of the City and Borrower; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Brady, Texas and, as such, meet the requirements of Article III, Section 52-a of the Texas Constitution by assisting in the development and diversification of the economy of the state, by eliminating unemployment or underemployment in the state, and by the development of expansion of commerce within the state.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Borrower agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective concurrent with the Promissory Note dated of even date herewith, the Deed of Trust, dated of even date herewith, in the original principal amount of FIFTY-THREE THOUSAND AND NO/100 DOLLARS (\$53,000.00), both as executed by Borrower and payable to the order of Lender (City) with a final maturity date as therein set forth (the "**Note**") and the Deed of Trust, securing such Note and all other documents governing and/or securing the loan evidenced by the Note (the "**Loan**") and collectively referred to as the "**Loan Documents**"), unless terminated sooner under the provisions hereof, or until the aggregate payments by City to Borrower totals Fifty Three Thousand and no/100 Dollars (\$53,000.00), whichever is sooner.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) Agreement. The word "Agreement" means this Chapter 380 Economic Development Program Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (b) City. The word "City" means the City of Brady, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is 201 E. Main St., P.O. Box 351, Brady, Texas, 76825.
- (c) Borrower. The word "Borrower" means THF BRADY HOUSING, Ltd., a Texas limited partnership, its successors and assigns, whose address for the purposes of this Agreement is 1110 Broadway St., Marble Falls, TX, 78654.
- (d) Effective Date. The words "Effective Date" mean the date of the later to execute this Agreement by and between the City and Borrower.
- (e) Event of Default. The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."
- (f) Full-Time Employment Positions. The words "full-Time Employment Position" or "full-Time Employment Positions" mean and include a job or jobs requiring a minimum of One thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) Month Period.
- (g) Property. The word "Property" means the property as generally described in Exhibit A.
- (h) Qualified Expenditures. The words "Qualified Expenditures" mean the construction of a minimum of a seventy-two (72) unit affordable apartment community as outlined in the "application to the Texas Department of Housing and Community Affairs (TDHCA) for 2015 Housing Tax Credits for the development of Trails of Brady, a copy of which is attached hereto as **Exhibit B** of this Agreement, and incorporated herein for all purposes.
- (i) Term. The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. OBLIGATIONS OF BORROWER.

Borrower covenants and agrees with the City that, while this Agreement is in effect, Borrower shall comply with the following terms and conditions:

- (a) Construction of Qualified Expenditures to the Property. Borrower covenants and agrees to commence construction on the Qualified Expenditures to the Property by February 1, 2019. Further, Borrower covenants and agrees to substantially complete construction of the Qualified Expenditures to the Property by February 28, 2019.
- (b) Certificate of Occupancy. Borrower covenants and agrees to obtain or cause to be obtained, by March 1, 2019, a Certificate of Occupancy from the City for a minimum of 72 apartment units located on the Property.
- (c) Job Creation and Retention. Borrower covenants and agrees by June 1, 2019 and during the Term of this Agreement, Borrower will employ a minimum of two (2) Full-Time employment Positions working at the Property.
- (d) Payment of Ad Valorem Taxes – if any. Owner shall pay by January 31 of each year all of the real and business personal ad valorem taxes due for the previous

tax year on the Property, if any. Developer shall have the right to contest the appraised value of the Property as provided by law.

- (e) Performance. Borrower agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Borrower and City and to repay the loan under this agreement as agreed to in Section 6, below.

SECTION 5. OBLIGATIONS OF CITY.

City covenants and agrees with the Borrower that, while this Agreement is in effect, the City shall comply with the following terms and conditions:

- (a) Loan. The City agrees to provide the Borrower with a loan of Fifty Three Thousand and no/100 Dollars (\$53,000.00) in order to finance, in part, the Qualified Expenditures as described in Section 3(h) of this Agreement as evidenced by and under the terms of the "Note", as described in Section 2, above. Funds are payable by the City within thirty (30) days following a written request from Borrower, which may be tendered after a Certificate of Occupancy is issued by the City..
- (b) Funds provided by the City pursuant to this Agreement may only be used by Borrower to reimburse, or directly pay invoices for Qualified Expenditures.
- (c) Performance. City agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between City and Borrower.

SECTION 6. REPAYMENT.

Borrower agrees to repay the City as provided in the "Note", as described in Section 2, above.

SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- (a) Construction of Qualified Expenditures to the Property. Failure of Borrower to commence construction of the Qualified Expenditures to the Property or to substantially complete of the Qualified Expenditures to the Property consistent with Section 4(a) of this Agreement is an Event of Default.
- (b) Certificate of Occupancy. Failure of Borrower to provide to the City or cause to be provided to City a Certificate of Occupancy from the City for a minimum of 72 affordable apartment units located on the Property consistent with section 4(b) of this Agreement is an Event of Default.
- (c) Job Creation and Retention. Failure of developer to employ and maintain a minimum of two (2) Full-Time Employment Positions working at the Property consistent with Section 4(c) of this Agreement is an Event of Default.
- (d) False Statements. Any representation or statement made or furnished to the City by or on behalf of the Borrower through an authorized representative, under this

Agreement or the related documents, that is false or misleading in any material respect, either now or at the time made or furnished, or if the Borrower learns that nay such representation or statement has become false or misleading at the time it was made, and the Borrower fails to provide written notice to the City of the false or misleading nature of such representation or statement within ten (10) days after the Borrower learns of its false or misleading nature, is an Event of Default.

- (e) Insolvency. The dissolution ore termination of Borrower's existence as a going business concern, Borrower's insolvency, the appointment of a receiver for any part of Borrower's property, any assignment of all or substantially all of the Borrower's assets for the benefit of Borrower's creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower unless, in the case of involuntary proceedings, such proceedings are discharged within sixty (60) days after filing, is an Event of Default.
- (f) Other Defaults. Failure of Borrower of City to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any related documents, or failure of Borrower or City to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement between the City and Borrower is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate the Agreement. In the event Borrower defaults and is unable or unwilling to cure said default within the prescribed time period, Borrower shall immediately repay City all monies previously paid by City to Borrower pursuant to Section 5 of this Agreement, and the Note shall be immediately due in full.

SECTION 9. INDEMNIFICATION.

Borrower and its successors, grantees, transferees, and assigns shall indemnify, save, and hold harmless City, its directors, officers, agents, attorneys, and employees (collectively, the "indemnities") from and against: (i) any and all claims, demands, actions or causes of action that are asserted against any Indemnities if the claim, demand, action or cause of actin directly or indirectly relates to tortious interference with contract of business interference, or wrongful or negligent use of city's loan advances by Borrower or its agents and employees; (ii) any administrative or investigative proceeding by any governmental authority directly or indirectly related, to a claim, demand, action or cause of action in which City is a disinterested party; (iii) any claim, demand, action or cause of action which directly or indirectly contests or challenges the legal authority of City or Borrower to enter into this Agreement; and (iv) any and all liabilities, losses, costs, or expenses (including reasonable attorneys' fees and disbursements) that any

Indemnities suffers of incurs as a result of any of the foregoing; provided, however, that Borrower shall have no obligation under the Section to City with respect to any of the foregoing arising out of the gross negligence or willful misconduct of City or breach by City of this Agreement. If any claim, demand, action or cause of action is asserted against any Indemnities, such Indemnities shall promptly notify Borrower but the failure to do so shall not affect Borrower's obligations under this Section unless such failure materially prejudices such party's right to participate in the contest of such claim, demand, action or cause of action, as hereinafter provided. Any Indemnities that proposes to settle or compromise any claim, demand, action, cause of action or proceeding for which Borrower may be liable for payment of indemnity hereunder shall give Borrower written notice of the terms of such proposed settlement or compromise reasonably in advance of settling or compromising such claim or proceeding and shall obtain Borrower concurrence thereto.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement shall be considered as part of the Loan Documents and shall be considered as part of the Loan Documents as a whole which constitute the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in McCulloch County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of McCulloch County.
- (c) **Assignment.** **This Agreement may not be assigned without the express written consent of the other party.**
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Borrower warrants and represents that the individual executing this Agreement on Borrower's behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in the Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and

personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

If to Borrower:

If to City:

- (h) Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (i) Sovereign Immunity. No party to this Agreement waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.
- (j) Time is of the Essence. Time is of the essence in the performance of this Agreement.
- (k) Undocumented Workers. Developer certifies that Borrower does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Borrower is convicted of a violation under 8 U.S.C. 1324a(f) , Borrower shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of seven percent (7%), not later than the 120th day after the date the City notifies Borrower of the violation.

[The Remainder of this Page Intentionally Left Blank]

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND BORROWER AGREES TO ITS TERMS. THIS AGREEMENT IS DATED EFFECTIVE AS OF THE EFFECTIVE DATE AS PROVIDED HEREIN.

BORROWER:

THF Brady Housing, Ltd.,
A Texas limited partnership,

By: _____

Title: _____

Date: _____

CITY:

CITY OF BRADY, TEXAS
A Texas home-rule municipality

By: _____
Anthony W. Groves
Mayor

Date: _____

ATTEST:

Tina Keys
City Secretary

Exhibit A

Exhibit B

PROMISSORY NOTE

Date: _____

Borrower: THF Brady Housing, Ltd., a Texas limited partnership

Borrower's Mailing Address: 1110 Broadway
Marble Falls, Texas 78654
Attn: Mark Mayfield

Lender: City of Brady, a Texas municipal corporation

Place for Payment: _____

Or any other place that Lender may designate in writing.

Principal Amount: FIFTY-THREE THOUSAND AND NO/100 DOLLARS (\$53,000.00)

Interest Rate: Three percent (3.0%) per annum, simple interest

1. **Repayment of Note:**

a. Beginning on the first day of the first month following the funding of the Principal Amount to Borrower (the "**Commencement Date**"), and continuing on the first day of each succeeding calendar month thereafter through but not including the date that is 180 months after the Commencement Date (the "**Maturity Date**"), equal monthly installments of principal and interest in an amount determined by Lender to be sufficient to fully repay in equal monthly installments the outstanding principal balance of this Note as of the Commencement Date at the Interest Rate in a hypothetical amortization that commences on the first day of the first calendar month following the Commencement Date and that ends 180 months thereafter, shall be due and payable. Any regularly scheduled monthly installment of principal and interest that is received by Lender before the date it is due shall be deemed to have been received on the due date solely for the purpose of calculating interest due.

b. Payment amount is \$366.01 monthly.

c. The entire unpaid principal sum of this Note and all interest accrued and unpaid thereon shall be fully and finally due and payable on the Maturity Date.

d. If an Event of Default (as defined in the Deed of Trust) has occurred and is continuing, interest on the unpaid principal balance of this Note will (i) accrue at the rate equal to the lower of (A) eight percent (8.00%) per annum, or (B) the highest interest rate per annum allowed by applicable law (the "Default Interest Rate"), until such Event of Default is cured, and (ii) be added to the outstanding principal balance of the loan evidenced by this Note (the "Loan").

e. Subject to the terms and conditions of the Intercreditor Agreement (as defined in the Deed of Trust), if an Event of Default occurs and is continuing, Lender may declare the unpaid principal balance and accrued interest on this Note immediately due and payable.

2. **Prepayment:**

This Note may be prepaid in whole or in part at any time without notice or penalty. Partial prepayments will be applied first to accrued and unpaid interest with the balance to the outstanding principal balance of the Loan.

3. **Security for Payment of this Note:**

This Note is secured by that Leasehold Deed of Trust, Security Agreement and Fixture Filing of even date herewith executed by Borrower for the benefit of Lender (the "Deed of Trust") encumbering the property more particularly described in the Deed of Trust (the "Property"), City Separate Collateral as defined in the Intercreditor Agreement executed by Borrower and Lender, and a contract lien contained in a 380 Agreement executed by Borrower and Lender.

4. **Late Payment:** In addition to the default interest agreed to above, Borrower further agrees to pay a late payment penalty of fifteen percent (15%) of any payment which is not delivered to Lender within five days of its due date. Said late payment penalty shall be due with the next installment falling due. In the event said penalty applies to the final payment due under this Note, the penalty shall be due and payable immediately.

5. **Subordination:**

Borrower and Lender acknowledge and agree that the terms of this Note and the other Loan Documents (as defined in the Deed of Trust) are expressly subject and subordinate to the terms of the Prior Lien Loan Documents (as defined in the Deed of Trust), and in all events, will be subordinate to the extended low-income housing commitment (as such term is defined in Section 42(h)(6)(B) of the United States Internal Revenue Code of 1986 (as amended) (the "Code")) recorded or to be recorded against the Property in accordance with Section 42(h)(6)(E) of the Code.

6. **Attorneys' Fees:**

If this Note or any of the other Loan Documents are given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then Borrower will pay Lender all reasonable out-of-pocket costs of collection and enforcement incurred by Lender, including reasonable attorneys' fees and court costs, in addition to any other amounts due from Borrower to Lender pursuant to the terms of the Loan Documents, unless Borrower prevails in any such suit or other judicial proceeding.

7. **Usury Savings Clause:**

Lender does not intend to contract for, charge or receive more than the maximum amount and rate of interest that is permissible under applicable state and federal law for the type of loan evidenced by this Note and the other Loan Documents. To prevent such an occurrence, Lender and Borrower agree that all amounts of interest, whenever contracted for, charged or received by Lender, with respect to the loan of money evidenced by this Note, will be spread, prorated or allocated over the full period of time this Note is unpaid, including the period of any renewal or extension of this Note. If demand for payment of this Note is made by Lender prior to the full stated term, the total amount of interest contracted for, charged or received to the time of such demand will be spread, prorated or allocated along with any interest thereafter accruing over the full period of time that this Note thereafter remains unpaid for the purpose of determining if such interest exceeds the maximum lawful amount. At maturity (including maturity due to Lender's acceleration of this Note) or on earlier final payment of this Note, Lender will compute the total amount of interest that has been contracted for, charged or received by Lender or payable by Borrower under this Note and compare such amount to the maximum lawful amount that could have been contracted for, charged or received by Lender. If such computation reflects that the total amount of interest that has been contracted for, charged or received by Lender or payable by Borrower exceeds the maximum lawful amount, then Lender will apply such excess to the reduction of the principal balance and not to the payment of interest; or if such excess interest exceeds the unpaid balance, such excess will be refunded to Borrower. This provision concerning the crediting or refunding of excess interest will control and take precedence over all other agreements between Borrower and Lender, including without limitation, this Note and the other Loan Documents, so that under no circumstances will the total interest contracted for, charged or received by Lender exceed the maximum lawful rate or the maximum lawful amount.

8. **Partners' Cure Rights:**

Lender hereby agrees that, if Borrower is a limited partnership, any partner of Borrower may, but will not be obligated to, cure any default, event of default and/or Event of Default by Borrower hereunder or under any of the other Loan Documents, and for the purposes hereof such curative actions will be considered the actions of Borrower.

9. **Nonrecourse:**

Neither individual Partners of Borrower nor the direct and indirect individual equity owners of Borrower, including without limitation Borrower's general and limited partners, shareholders, members and/or venturers (collectively, the "**Borrower Parties**"), will assume or be held to any personal liability for the payment of the amounts due under, or evidenced or secured by, this Note and the other Loan Documents, or for the performance or the breach of any of the other obligations, covenants, representations, and warranties contained in the Loan Documents. In the event of any default or Event of Default under any of the Loan Documents, including without limitation this Note, Lender's sole recourse will be limited to such collateral as may then be held by Lender pursuant to the terms of the Loan Documents, and Lender will take no personal or direct action against Borrower or any of the Borrower Parties.

10. **Miscellaneous:**

- a. When the context requires, singular nouns and pronouns include the plural.
- b. This Note is binding upon and will inure to the benefit of Borrower and Lender and their respective successors and assigns.
- c. This Note may only be amended by a written agreement executed by Borrower and Lender.
- d. All notices given under this Note will be sent in accordance with the terms of the Deed of Trust.
- e. THIS NOTE WILL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PRINCIPALS OR RULES. IF ANY PROVISION OF THIS NOTE IS DETERMINED TO BE ILLEGAL OR UNENFORCEABLE, ALL OTHER TERMS AND PROVISIONS HEREOF WILL NEVERTHELESS REMAIN EFFECTIVE AND WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW. JURISDICTION AND VENUE FOR ANY CLAIM UNDER THIS NOTE AND THE OTHER LOAN DOCUMENTS WILL BE EXCLUSIVELY IN THE STATE AND FEDERAL COURTS WITH LOCAL JURISDICTION IN MCCULLOCH COUNTY, TEXAS.

11. **Senior Financing.** The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by that Promissory Note of even date herewith in the original principal amount of \$7,400,000.00 (the "**First Lien Note**"), executed by Borrower and payable to JPMorgan Chase Bank, N.A., a national banking association ("**First Lien Lender**"), or order, to the extent and in the manner provided in that certain Intercreditor Agreement (the "**Intercreditor Agreement**") of even date herewith between Borrower, Lender, and Senior Lender. The Deed of Trust securing this Note is and shall be subject and subordinate in all respects to

the liens, terms, covenants and conditions of the deed of trust securing the First Lien Note as more fully set forth in the Intercreditor Agreement. The rights and remedies of Lender and each subsequent holder of this Note under the Deed of Trust securing this Note are subject to the restrictions and limitations set forth in the Intercreditor Agreement. Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Lender under the Intercreditor Agreement. Further, it is contemplated that Borrower will refinance the debt evidenced by the First Lien Loan Documents, at which time the documents governing, securing, and/or evidencing such permanent loan (the "Permanent Loan Documents") will be deemed to be the First Lien Loan Documents, and Lender agrees it will enter into a subordination and/or intercreditor agreement with the lender under the Permanent Loan Documents (the "Permanent Lender"), such agreement to be in form and content reasonably acceptable to Lender and Permanent Lender.

NOTICE. THIS NOTE AND ALL OF THE OTHER LOAN DOCUMENTS CONSTITUTE A WRITTEN LOAN AGREEMENT THAT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES RELATING TO THIS NOTE AND THE INDEBTEDNESS EVIDENCED HEREBY.

[Signature page follows]

EXECUTED to be effective as of the date first written above.

BORROWER: **THF BRADY HOUSING, LTD.,**
a Texas limited partnership

By: THF Brady GP, LLC,
a Texas limited liability company,
its general partner

By: THF Housing Development Corporation,
a Texas nonprofit corporation,
its manager

By: _____
Mark A. Mayfield, President

**SEARCHERS
LAND SURVEYING**

**P.O. Box 528, Mason, TX 76856
325-347-7489 • searchersls.com
Firm # 10193966**

LEGAL DESCRIPTION: Being 4.508 acres of land, out of the Friedrich Wellgehausen Survey No. 400, Abstract No. 1412, in McCulloch County, Texas and all of that certain 0.571 acre tract described in Volume 419, Page 109 of the Official Public Records of McCulloch County, Texas, all of that certain 3.940 acre tract described in Volume 419, Page 109 of said Official Public Records; Said 4.508 acre tract being more particularly described as follows and as surveyed under the supervision of Searchers Land Surveying in January, 2015:

BEGINNING at a bent 3/8 inch iron rod found for the northeast corner of that certain 0.12 acre tract described in Volume 177, Page 15 of the Deed Records of McCulloch County, Texas, the northwest corner of that certain 4.11 acre tract described in Volume 77, Page 280 of said Deed Records and the southeast corner that certain 0.39 acre tract described in Volume 177, Page 23 of said Deed Records, the southwest corner of said 3.940 acre tract and the northwest corner of a certain 2.218 acre tract surveyed this same day by Searchers Land Surveying being a portion of said 4.11 acre tract and a corner hereof;

THENCE along the southeast line of said Old Nine Road the following 2 courses:

1. North 39°39'14" East a distance of 92.41 feet along the northwest line of said 3.940 acre tract and the southeast line of said 0.39 acre tract and the to a 1/2 inch iron rod found;
2. North 38°30'49" East a distance of 564.18 feet along the northwest line of said 3.940 acre tract and the southeast line of said 0.39 acre tract and the northwest line of said 0.571 acre tract to a 1/2 inch iron rod found in the south line of Farm to Market Highway No. 2028 for the northwest corner of said 0.571 acre tract, the northeast corner of said 0.39 acre tract and the northwest corner hereof;

THENCE South 71°33'02" East a distance of 178.10 feet along the south line of said Farm to Market Highway to a calculated point for the northeast corner of said 0.571 acre tract, the northwest corner of the remaining portion of that certain 6.4 acre tract described in Volume 175, Page 112 of said Official Public Records, and the northeast corner hereof, and from which a 1/2 inch iron rod found bears North 11°33'42" East a distance of 1.82 feet and a cut-off 8-inch pine fence corner post found bears South 40°18'16" West a distance of 3.85 feet;

THENCE along the west line of said remainder of 6.4 acre tract, the following 3 courses:

1. South 11°06'38" West a distance of 487.00 feet to a 1/2 inch iron rod found;
2. North 79°27'03" West a distance of 59.31 feet to a 1/2 inch iron rod found;
3. South 10°47'55" West a distance of 128.17 feet to a 1/2 inch iron rod found with cap marked SKG Engineering in the north line of said 4.11 acre tract, for the southwest corner of said remainder of 6.4 acre tract, and a corner hereof;

THENCE North 71°16'00" West, along the north line of said 4.11 acre tract and the south line of said 3.940 acre tract at a distance of 77.82 feet to a 1/2 inch iron rod set for the northeast corner of said 2.218 acre tract continuing along the north line of said 2.218 acre tract for a total distance of 347.78 feet to the POINT OF BEGINNING containing 4.508 acres more or less, and as shown on certified plat hereon.

**LEASEHOLD DEED OF TRUST,
SECURITY AGREEMENT AND FIXTURE FILING**

STATE OF TEXAS §
 §
COUNTY OF MCCULLOCH §

Date: To be effective as of _____

Borrower: **THF Brady Housing, Ltd.,**
 a Texas limited partnership

Borrower's Mailing: 1110 Broadway
 Marble Falls, Texas 78654
 Attn: Mark Mayfield

Trustee: _____

Trustee's Address _____

Lender: **City of Brady,**
 a Texas municipal corporation

Lender's Address: _____
 Brady, Texas _____
 Attn: _____

FOR VALUE RECEIVED AND TO SECURE PAYMENT OF THE NOTE (AS HEREINAFTER DEFINED) AND THE INDEBTEDNESS (HEREINAFTER DEFINED), BORROWER HEREBY IRREVOCABLY GRANTS, BARGAINS, SELLS, CONVEYS, TRANSFERS AND ASSIGNS THE PROPERTY (HEREINAFTER DEFINED) TO TRUSTEE IN TRUST, SUBJECT HOWEVER TO THE PERMITTED EXCEPTIONS (HEREINAFTER DEFINED). BORROWER WARRANTS AND AGREES TO DEFEND THE TITLE TO THE PROPERTY, SUBJECT TO THE PERMITTED EXCEPTIONS. If Borrower pays all of the amounts due under the Note and this Leasehold Deed of Trust, Security

Agreement and Fixture Filing (this "**Deed of Trust**"), this Deed of Trust shall have no further effect, and Lender will release it at Borrower's expense.

A. **Indebtedness Secured:**

1. This conveyance is made, IN TRUST, to secure and enforce the payment of the following:

(a) **The Note.** That Promissory Note dated of even date herewith in the original principal amount of FIFTY-THREE THOUSAND AND NO/100 DOLLARS (\$53,000.00), executed by Borrower and payable to the order of Lender with a final maturity date as therein set forth (the "**Note**"). The word "**Indebtedness**" means amounts due under the Note and all present and future debts, obligations and liabilities secured by this Deed of Trust. The Note, this Deed of Trust and all other documents governing and/or securing the loan evidenced by the Note (the "**Loan**") are collectively referred to as the "**Loan Documents**").

(b) **Renewals and Extensions.** Any and all renewals and extensions of the Note, whether or not such renewals and extensions are evidenced in writing, and the liens under this Deed of Trust are cumulative of all other liens and security of any and every other kind or character whatsoever securing the Note.

2. **Use.** The proceeds of the Loan will be applied to the permanent financing of the Property.

3. **Ground Lease.** The term "**Ground Lease**" means the Ground Lease, as amended and restated, between Borrower, as Lessee, and the Texas Housing Foundation, as Lessor.

B. **Property:** As used in the Deed of Trust, the term "**Property**" means all of Borrower's right, title and interest in and to the following:

1. **Land.** Pursuant to the terms of the Ground Lease, the leasehold estate in and to the real property more particularly described on **Exhibit A**, attached hereto and made a part hereof (the "**Land**"), together with all and singular the rights, titles, interests, servitudes, hereditaments, prescriptions, profits, and advantages thereto in anywise belonging to the Land (the "**Leasehold Estate**").

2. **Improvements.** Any and all buildings, structures, sidewalks, parking areas, fences and other improvements, and any and all additions, alterations or appurtenances thereto, now or hereafter placed or constructed upon the Land or any part thereof (collectively, the "**Improvements**").

3. **Fixtures.** All materials, supplies, equipment, apparatus and other items now or hereafter attached to, installed in or used, whether temporarily or permanently, in connection with any of the Improvements, or the Land, and all renewals, replacements, substitutions

thereof and additions thereto, including but not limited to, any and all partitions, ducts, shafts, pipes, radiators, conduits, wiring, window screens and shades, drapes, rugs and other floor coverings, awnings, motors, engines, boilers, pumps, transformers, generators, fans, blowers, vents, switchboards, elevators, escalators, compressors, furnaces, cleaning, call and sprinkler systems, fire extinguishing apparatus, water tanks, swimming pools, heaters, ventilators, pumps, laundry, incinerators, air conditioning and other cooling systems, water, gas and electrical equipment, disposals, dishwashers, refrigerators and ranges, cafeteria equipment, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities and all other utilities, whether or not situated in easements (collectively, the "Fixtures").

4. Personal Property. All personal property of any kind (other than fixtures), as defined in Chapter 9 of the Texas Business and Commerce Code (as amended from time to time, the "UCC"), now or hereafter located upon, within or about the Land and/or the Improvements, which are, or are intended to be, incorporated into the Improvements (collectively, the "Personalty").

5. Leases. All subleases, licenses, concessions, contracts or other agreements, whether written or oral, now or hereafter in effect, which grant a possessory interest in and to or the right to use any portion of the Property, and all other agreements, such as utility contracts, maintenance agreements and service contracts, which in any way relate to the use, occupancy, development, operation, maintenance, enjoyment or ownership of the Property (collectively, the "Leases").

6. Rents. All consideration, whether money or otherwise, paid or payable by parties to the Leases (other than Borrower) for using, occupying, leasing, licensing, possessing, operating from, selling or otherwise enjoying the Property, and all rents, issues, income, profits, insurance proceeds, benefits and advantages of every nature whatsoever that arise, accrue or are derived from the Property pursuant to the Leases or any renewals thereof (collectively, the "Rents").

7. Rights, Privileges. Rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances in any way pertaining to any of the above-described property, and rights, titles and interests of Borrower as lessee under the Ground Lease in and to any streets, alleys, driveways and strips of land adjoining the Land or any part thereof.

8. Additions. Additions, substitutions, replacements and revisions of and to and proceeds of any of the above-described property in this Section B and all remainders therein.

C. **Other Exceptions to Conveyance and Warranty:** This conveyance is made and accepted subject to the following (collectively, the "Permitted Exceptions"):

1. Taxes and other assessments related to the Property, not yet due and payable; and
2. All matters evidenced by instruments recorded in the Real Property Records of McCulloch County, Texas, which affect the Property on the date hereof.

D. **Security Agreement:**

1. **Collateral.** This Deed of Trust also constitutes a security agreement under Chapter 9 of the UCC, subject to the Permitted Exceptions, with respect to the Improvements, Fixtures, Personalty, Leases and Rents (all of the foregoing being hereinafter at times referred to as the "Collateral"), to the extent such Chapter 9 is applicable to any such Collateral. To this end, without limiting any of the provisions of this Deed of Trust, Borrower, as debtor, has granted, bargained, conveyed, assigned, transferred and set over, and by these presents does grant, bargain, convey, assign, transfer and set over unto Lender, as secured party, a security interest in all of Borrower's right, title and interest in and to the Collateral to secure the full and timely payment of the Indebtedness.

2. **Perfection.** Borrower agrees to execute and deliver to Lender, in form and substance satisfactory to Lender, such financing statements and further assurances as Lender may from time to time consider necessary to create, perfect and preserve the security interests granted herein, and Borrower will cause such statements and assurances to be recorded and filed at such times and places as required or permitted by law to create, perfect and preserve such security interests.

3. **Secured Party.** Trustee, on Lender's behalf, as well as Lender, have all rights, remedies and recourses with respect to the Collateral afforded a "secured party" by Chapter 9 of the UCC in addition and not in limitation of the other rights, remedies and recourses afforded Lender and/or Trustee by this Deed of Trust.

4. **Party in Possession.** The security interest herein granted will not be deemed or construed to constitute Trustee or Lender as a party in possession of the Property or to obligate Trustee or Lender to lease the Property, or to take any action, incur any expense, or perform any obligation whatsoever under any of the Leases or otherwise.

5. **Remedies.** During the existence of an Event of Default (as hereinafter defined):

(a) Lender (or Trustee acting on behalf of Lender) has, with regard to the Collateral, the remedies provided in this Deed of Trust and in the UCC. No such remedy granted by the UCC is or will be deemed to be accepted, modified or waived in any manner by this Deed of Trust.

(b) Lender (or Trustee acting on behalf of Lender) is entitled to apply the proceeds of any disposition of any of the Collateral in the order set forth in the UCC, or, if allowed by the UCC, in the order set forth in this Deed of Trust.

(c) Notwithstanding anything herein to the contrary, Lender (or Trustee acting on behalf of Lender) may, to the extent permitted by applicable law and in lieu of proceeding under the UCC, dispose of the Collateral and other items of personal property covered by this Deed of Trust in accordance with Lender's rights and remedies under this Deed of Trust.

6. Assemble Collateral. Lender may require Borrower to assemble the Collateral and make it available to Lender or Trustee (acting on Lender's behalf) at the Land or such other place to be designated that is reasonably convenient to both parties. Reasonable expenses of retaking, holding, preparing for sale, leasing or otherwise using or disposing of the Collateral which are incurred or paid by Lender or Trustee (acting on behalf of Lender), as authorized and permitted hereunder, including reasonable attorneys' fees, legal expenses and costs, will be added to the Indebtedness and Borrower will be liable therefor.

7. Fixture Filing. As to such portion of the Collateral that constitutes fixtures under applicable law, this Deed of Trust is effective as a fixture filing when filed for record in the Real Property Records of McCulloch County, Texas, pursuant to Article 9 of the UCC. The record owner of the Land is Borrower named in this Deed of Trust, whose mailing address for purposes of such financing statement is as first stated above. Borrower's is a registered with the Texas Secretary of State under Registration/File No. 0802211886.

8. Financing Statement. The filing of any other financing statement relating to any personal property, rights or interests described herein will not be construed to diminish any right or priority hereunder. Similarly, nothing in such financing statement shall be construed to alter any of the rights of Lender under this Deed of Trust or the priority of the Lender's lien created hereby, and such financing statement is declared to be for the protection of Lender in the event any court shall at any time hold that notice of Lender's priority of interest in any property or interests described in this Deed of Trust must, in order to be effective against a particular class of persons, including but not limited to the federal government and any subdivision, agency, or entity of the federal government, be filed in the UCC records. Information concerning the security interest created by this Deed of Trust may be obtained from Lender, as secured party, at the address of Lender stated above.

E. Borrower's Obligations: Borrower agrees to:

1. Good Repair. Keep the Property in good repair and condition, normal wear and tear and insured casualty excepted;

2. Taxes. Pay all taxes and assessments on the Property before past due and incurring penalty;

3. Priority. Preserve the lien's priority as it is established in this Deed of Trust until such time as the lien of this Deed of Trust is released or this Deed of Trust is amended and restated;

4. Insurance. Maintain insurance policies in a form acceptable to Lender in Lender's reasonable discretion.

F. Lender's Rights:

1. Appoint Trustee. Lender may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.

2. Subrogation. If the proceeds of the Note are used to pay any debt secured by prior liens, Lender is subrogated to all of the rights and liens of the holders of any debt so paid.

3. Application of Proceeds. Unless an Event of Default then exists, Lender will apply any proceeds received by Lender or Borrower under any insurance policy to repair or replace damaged or destroyed improvements covered by the applicable policy, and then the balance to reduce the amount outstanding on the Note.

4. Failure to Perform. If Borrower fails to perform any of Borrower's obligations hereunder and an Event of Default then exists, Lender may perform such obligations and be reimbursed by Borrower on demand at the place where the Note is payable for any reasonable sums paid by Lender in its performance of said obligations, including reasonable attorneys' fees. The sum to be reimbursed will be secured by this Deed of Trust.

5. Upon an Event of Default. If an Event of Default exists hereunder, Lender may:

(a) Declare the unpaid principal balance, accrued interest on the Note and all other amounts due and owing from Borrower to Lender immediately due and payable;

(b) Request Trustee to foreclose the lien evidenced by this Deed of Trust, in which case Lender or Lender's agent will give notice of its intent to accelerate without any further demand, presentment, notice of intent to accelerate, notice of acceleration and all other notices of further actions of any kind, all of which are hereby expressly waived by Borrower, unless otherwise provided by applicable law; and

(c) Purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited against the due and outstanding balance of the Indebtedness.

G. Trustee's Duties: If requested by Lender to foreclose the lien evidenced by this Deed of Trust, Trustee will:

1. Notice. Either personally or by agent give notice of his intent to accelerate without any further demand, presentment, notice of intent to accelerate, notice of acceleration

and all other notices of further actions of any kind, all of which are hereby expressly waived by Borrower, unless otherwise provided by applicable law;

2. Sale of Property. Sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Borrower, subject to the Prior Liens (hereinafter defined) and the other Permitted Exceptions; and

3. Pay. From the proceeds of the sale, pay, in this order:

(a) Reasonable out-of-pocket expenses of foreclosure incurred by Lender and/or Trustee;

(b) To Lender, the full amount of principal, interest, reasonable attorneys' fees, and other charges due and unpaid under the terms of the Loan Documents;

(c) Any amounts required by law to be paid before payment to Borrower; and

(d) To Borrower, any balance.

H. Event of Default: As used herein and in the other Loan Documents, the term "Event of Default" includes the following:

1. Monetary. Any failure in the payment of any installment of the Indebtedness in accordance with the terms hereof, the Note, and/or the other Loan Documents, and such failure continues for a period of thirty (30) days after the date due.

2. Non-Monetary.

(a) Borrower's failure to perform or its breach of any of the covenants or obligations herein contained or contained in any of the other Loan Documents, and such continues for thirty (30) days after written notice thereof is delivered by Lender to Borrower; provided, however, if the default is not of the type that can be cured in said 30-day period, Borrower will have such additional time as is necessary to cure such default provided Borrower is using commercially reasonable efforts to do so.

(b) Borrower: (i) files (as debtor) or has filed against it, a petition for the appointment of a receiver or for bankruptcy or insolvency, (ii) becomes or is adjudicated insolvent or bankrupt or admits in writing the inability to pay debts as they mature, (iii) petitions or applies to any tribunal for or consents to or does not contest the appointment of a receiver, trustee, custodian or similar officer for Borrower or for any principal or general partner of Borrower or for a substantial part of the assets of Borrower, or (iv) commences any case, proceeding or other action under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect. In any

involuntary proceeding Borrower will have ninety (90) days to have such matter dismissed.

I. **Representations, Warranties and Covenants:** Borrower makes the following representations, warranties and covenants:

1. **Organization and Powers.** Borrower is a limited partnership duly organized and validly existing under the laws of the State of Texas. Borrower has the power and the authority to own the Property, to carry out its activities in accordance with the terms of its Amended and Restated Agreement of Limited Partnership dated on or about the date hereof (as amended from time to time, the "Partnership Agreement"), and to execute, deliver and perform the Loan Documents.

2. **Authorization, Binding Agreement.** The execution, delivery and performance by Borrower of the Loan Documents, and the borrowing under the Note, have been duly authorized by all requisite action. Upon execution and delivery by Borrower of the Loan Documents, the Loan Documents will constitute the legal, valid and binding obligations of Borrower enforceable in accordance with their terms, except to the extent enforceability may be limited by bankruptcy, insolvency and similar laws affecting the rights of creditors generally and principals of equitable principles relating to or affecting the enforcement of creditors' rights and the discretion of a court of law.

3. **Litigation.** There is no action, suit or proceeding pending or, to the best of Borrower's knowledge, threatened before any court or governmental or administrative body or agency, which will result in a material adverse change in the activities, operations, assets or properties, or in the condition, financial or otherwise, of Borrower, or impair the ability of Borrower to perform its obligations under the Loan Documents. To Borrower's knowledge, Borrower is not in default with respect to any judgment, writ, injunction, decree, rule or regulation of any court or any governmental or administrative body or agency.

4. **No Conflicts.** To Borrower's knowledge, Borrower's execution, delivery and performance of its obligations set forth in the Loan Documents, and the borrowing under the Note, will not (a) violate any provision of law, any order, rule or regulation of any court or governmental or regulatory body, the organizational documents of Borrower, or any indenture or deed of trust, agreement or instrument to which Borrower is a party or by which Borrower or its assets or properties are bound; (b) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture or deed of trust, agreement or instrument; or (c) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the assets or properties of Borrower, except as otherwise permitted, required or contemplated by the Loan Documents.

5. **No Default or Event of Default.** Borrower is in compliance with all of the material terms and provisions set forth in the Loan Documents on its part to be observed or performed, and no Event of Default has occurred and is continuing.

6. Existence and Properties. Borrower will do or cause to be done all things necessary to preserve, renew and keep in full force and effect its existence, and comply in all material respects with all laws and regulations applicable to it.

7. Payment of Indebtedness and Taxes. Borrower will pay all of the Indebtedness when and as the same become due and payable, file or cause to be filed all federal, state and local tax or information returns which are required to be filed by it, and pay and discharge or cause to be paid and discharged any taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits, or upon any of its property or upon any part thereof, before the same becomes a default, as well as all lawful claims for labor, materials and supplies or otherwise which, if unpaid, might become a lien or charge upon such property, or any part thereof; provided, however, that Borrower will not be required to pay and discharge or to cause to be paid and discharged any such Indebtedness, obligations, tax, assessment, charge, levy or claim so long as the validity thereof is contested in good faith by appropriate proceedings or they are bonded around.

8. Compliance with Laws. Borrower will comply in all material respects with all laws, rules or regulations of any court, governmental or regulatory body applicable to Borrower or its properties.

J. Subordination.

1. LURA. Lender agrees that the lien of this Deed of Trust will be subordinate to any extended low-income housing commitment (as such term is defined in Section 42(h)(6)(B) of the United States Internal Revenue Code of 1986, as amended (the "Code")) recorded against the Property in accordance with Section 42(h)(6)(E) of the Code.

2. First Lien. Lender hereby approves of, and acknowledges and agrees that, Borrower has or will enter into loan documents with JPMorgan Chase Bank, N.A., a national banking association ("First Lien Lender"), evidencing, governing, and/or securing a \$7,400,000.00 construction loan from First Lien Lender to Borrower (the "First Lien Loan Documents"), and that the lien secured by this Deed of Trust and the other Loan Documents, and Lender's rights under the Loan Documents, will be and are subordinate to First Lien Lender's lien under the First Lien Loan Documents (the "First Lien"), and First Lien Lender's rights under the First Lien Loan Documents, as more particularly described in that Intercreditor Agreement dated as of even date herewith, executed by First Lien Lender, Borrower and Lender (the "Intercreditor Agreement"). Further, it is contemplated that Borrower will refinance the debt evidenced by the First Lien Loan Documents, at which time the documents governing, securing, and/or evidencing such permanent loan (the "Permanent Loan Documents") will be deemed to be the First Lien Loan Documents, and Lender agrees it will enter into a subordination and/or intercreditor agreement with the lender under the Permanent Loan Documents (the "Permanent Lender"), such agreement to be in form and content reasonably acceptable to Lender and Permanent Lender.

3. Conflicting Terms. In the event of any conflict between the provisions of the Loan Documents and those of the Intercreditor Agreement and/or the First Lien Loan Documents (collectively, the "Prior Lien Loan Documents"), the provisions in the Prior Lien Loan Documents will control.

K. General Provisions:

1. Fixture Filing. Upon its recording in the Real Property Records of McCulloch County, Texas, this Deed of Trust will be effective as a financing statement filed as a fixture filing. In addition, a photographic or other reproduced copy of this Deed of Trust and/or any financing statement relating hereto is sufficient for filing and/or recording as a financing statement. The filing of any other financing statement relating to any personal property, rights or interests described herein will be construed to diminish any right or priority hereunder. Information concerning the security interest created by this Deed of Trust may be obtained from Lender, as secured party, at Lender's address stated above. The mailing address of Borrower, as debtor, is as stated above.

2. Surrender Possession. If any of the Property is sold under this Deed of Trust, Borrower will immediately surrender possession to the purchaser. If Borrower fails to do so, Borrower will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

3. Recitals. Recitals in any Trustee's deed conveying the Property will be presumed to be true.

4. Election of Remedies. Proceeding under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

5. Inability to Secure. If this Deed of Trust cannot lawfully secure any portion of the Note, payments will be applied first to discharge the unsecured portion.

6. Assignment of Rents and Leases.

(a) Borrower assigns to Lender absolutely, not only as collateral, all present and future Rent from the Property. Leases are not assigned. Borrower may as Lender's licensee collect the Rent as long as no Event of Default then exists. If an Event of Default occurs and is continuing, Lender may terminate Borrower's license to collect the Rent and then as Borrower's agent may rent the Property if it is vacant and collect the Rent. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this Section without taking possession of the Property. Lender will apply the Rent it collects under this Section first to reasonable expenses Lender incurs in exercising its rights and remedies and then to Borrower's obligations under the Note and this Deed of Trust in the order determined by Lender. Lender is not required to act under this Section, and acting under this Section does not waive any of Lender's other rights or

remedies. If Borrower becomes a voluntary or involuntary bankrupt, Lender's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.

(b) Notwithstanding any other provision in this Deed of Trust or in any of the other Loan Documents to the contrary, all provisions related to the assignment of the Rents in this Deed of Trust are subject to the terms, provisions, and conditions of the Texas Assignment of Rents Act ("TARA"), as codified in Tex. Prop. Code, Chapter 64, as the same may be amended, modified, or supplemented from time to time. To the extent that specific terms and requirements of this Deed of Trust or any other Loan Document conflict with the specific terms and requirements of TARA, (i) to the extent such terms and requirements of TARA may be superseded by an agreement between the parties, the specific terms and requirements of this Deed of Trust or the other Loan Documents hereby supersedes such specific terms and requirements of TARA; and (ii) to the extent that such terms and requirements of TARA cannot be superseded by an agreement between the parties, the specific terms and requirements of TARA shall control, and the parties further agree that all other terms and requirements of this Deed of Trust and the other Loan Documents shall not otherwise be impaired or superseded thereby and shall remain in full force and effect. This Deed of Trust is intended to be a "Security Instrument" for purposes of TARA and the Indebtedness shall be a secured obligation for purposes of TARA.

7. Savings Clause. Lender does not intend to contract for, charge or receive more than the maximum amount and rate of interest that is permissible under applicable state and federal law for the type of loan evidenced by the Loan Documents. To prevent such an occurrence, Lender and Borrower agree that all amounts of interest, whenever contracted for, charged or received by Lender with respect to the Loan, will be spread, prorated or allocated over the full period of time the Note is unpaid, including the period of any renewal or extension of the Note. If demand for payment of the Note is made by Lender prior to the full stated term, the total amount of interest contracted for, charged or received to the time of such demand will be spread, prorated or allocated along with any interest thereafter accruing over the full period of time that the Note thereafter remains unpaid for the purpose of determining if such interest exceeds the maximum lawful amount. At maturity (including maturity due to Lender's acceleration of the Note) or on earlier final payment of the Note, Lender will compute the total amount of interest that has been contracted for, charged or received by Lender or payable by Borrower under the Loan Documents and compare such amount to the maximum lawful amount that could have been contracted for, charged or received by Lender. If such computation reflects that the total amount of interest that has been contracted for, charged or received by Lender or payable by Borrower exceeds the maximum lawful amount, then Lender will apply such excess to the reduction of the principal balance of the Note and not to the payment of interest; or if such excess interest exceeds the unpaid balance, such excess will be refunded to Borrower.

8. Tense. When the context requires, singular nouns and pronouns include the plural.

9. Successors and Assigns. This Deed of Trust and the other Loan Documents will bind, inure to the benefit of, and be exercised by successors in interest of all parties.

10. NO ORAL AGREEMENTS. THIS WRITTEN DEED OF TRUST AND THE OTHER LOAN DOCUMENTS REPRESENTS THE FINAL AGREEMENT BETWEEN BORROWER AND LENDER AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN BORROWER AND LENDER.

11. APPLICABLE LAW. THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND APPLICABLE UNITED STATES FEDERAL LAW, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PRINCIPALS OR RULES. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS DEED OF TRUST AND/OR ANY OF THE OTHER LOAN DOCUMENTS, BORROWER AND LENDER HEREBY AGREE THAT THE STATE AND FEDERAL COURTS LOCATED IN CORPUS CHRISTI, TEXAS HAS EXCLUSIVE JURISDICTION AND VENUE WITH RESPECT TO ALL ACTIONS BROUGHT BY OR AGAINST ANY PARTY UNDER OR PURSUANT TO THIS DEED OF TRUST AND/OR ANY OF THE OTHER LOAN DOCUMENTS, AND BORROWER AND LENDER HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND TO SERVICE OF PROCESS, EFFECTIVE UPON RECEIPT BY PERSONAL SERVICE, OVERNIGHT EXPRESS DELIVERY OR REGISTERED OR CERTIFIED MAIL. TO THE EXTENT OF ANY INCONSISTENCY BETWEEN THIS SECTION AND A LIKE PROVISION IN ANY OTHER LOAN DOCUMENTS, THIS SECTION WILL GOVERN AND CONTROL.

12. Severability. In the event of any conflict between the provisions of this Deed of Trust and those of the Intercreditor Agreement, the terms of the Intercreditor Agreement will prevail; provided however; with respect to any matter addressed in both such documents, the fact that one document provides for greater, lesser or different rights or obligations than the other will not be deemed a conflict unless the applicable provisions are inconsistent and could not be simultaneously enforced or performed. In the event of any conflict between the provisions of this Deed of Trust and those of any other Loan Document, this Deed of Trust will prevail.

13. Lender Approvals. Whenever Lender is required under this Deed of Trust or any of the other Loan Documents to provide its consent or approval, or render its determination, judgment or decision, such consent, approval, determination, judgment or decision (or the denial of such approval, determination, judgment or decision, as the case may be) shall not be unreasonably withheld or conditioned and will be given within a reasonable time after its receipt of the request therefor, taking into consideration the circumstances of the request

14. WAIVER OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER BORROWER NOR LENDER WILL ASSERT, AND EACH HEREBY WAIVE, ANY CLAIM

AGAINST THE OTHER ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS.

15. Patriot Act. The following notification is provided to Borrower pursuant to Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318:

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an account, including any deposit account, treasury management account, loan, other extension of credit, or other financial services product. What this means for Borrower: When Borrower opens an account, if Borrower is an individual, Lender will ask for Borrower's name, taxpayer identification number, residential address, date of birth, and other information that will allow Lender to identify Borrower, and, if Borrower is not an individual, Lender will ask for Borrower's name, taxpayer identification number, business address, and other information that will allow Lender to identify Borrower. Lender may also ask, if Borrower is an individual, to see Borrower's driver's license or other identifying documents, and, if Borrower is not an individual, to see Borrower's legal organizational documents or other identifying documents.

Without limiting the foregoing, Lender hereby notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow Lender to identify Borrower in accordance with the Act.

16. Notice. All notices demands, requests or other communications required or permitted to be given pursuant to the provisions of this Deed of Trust and the other Loan Documents will be in writing and will be considered properly given if (a) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (b) by depositing same with a reputable private courier service for next business day delivery, (c) by delivering same in person to the intended addressee, or (d) sent via facsimile with confirmation of delivery. All notices, demands and requests will be effective upon such personal delivery, or one (1) business day after being deposited with the private courier service, or three (3) business days after deposit in the custody of the U.S. Postal Service. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as herein required will be deemed to be receipt of the notice, demand or request sent. For purposes of notice, the parties' addresses are set forth on the first (1st) page of this Deed of Trust. All notices sent to either Lender or Borrower will be sent at the same time and in the same manner to:

JPMorgan Chase Bank, N.A.
2200 Ross Avenue
Dallas, Texas 75201
Attn: _____

Any party has the right to change its address for notice hereunder to any other location within the continental United States by the giving of twenty (20) days' notice to the other party in the manner set forth herein. Additionally, any partner Borrower, and any of such partners' respective affiliates, may, but will not be obligated to, cure any default and/or Event of Default by Borrower hereunder and/or under any of the Loan Documents, and for the purposes thereof such curative actions will be considered the actions of Borrower.

[Executed on the following page]

This Deed of Trust is executed to be effective as of the date first set forth above.

BORROWER:

THF BRADY HOUSING, LTD.,
a Texas limited partnership

By: THF Brady GP, LLC,
a Texas limited liability company,
its general partner

By: THF Housing Development Corporation,
a Texas nonprofit corporation,
its manager

By: _____
Mark A. Mayfield, President

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2019 by Mark A. Mayfield, President of THF Housing Development Corporation, a Texas nonprofit corporation, manager of THF Brady GP, LLC, a Texas limited liability company, general partner of **THF BRADY HOUSING, LTD.**, a Texas limited partnership, on behalf of said limited partnership.

[SEAL]

Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

Carol Erick
Title 365
17304 Preston Road, Suite 110
Dallas, Texas 75252
T: 214.473.5414

EXHIBIT A

LAND

2015 TAX CREDIT APPLICATION

For

Trails of Brady

TDHCA #15241

THF Brady Housing, Ltd.

Primary Contact:

Dru Childre

Dharma Development, LLC

11312 Conchos River Trail

Austin, TX 78717

Phone: (512) 257-0054

dru@dharmadevelop.com

Secondary Contact:

Mark Mayfield

Texas Housing Foundation

1110 Broadway

Marble Falls, TX 78654

Phone: (830) 693-4521

mmayfield@txhf.org



2015 Multifamily Housing Application Certification
Mailing Address: P.O. Box 13941, Austin, TX 78711-3941
Physical Address: 221 East 11th Street, Austin, TX 78701

Development Name: Trails of Brady

The undersigned hereby makes an Application to Texas Department of Housing and Community Affairs. The Applicant affirms that they have read and understand the Uniform Multifamily Rules (Title 10, Texas Administrative Code, Chapter 10) and Qualified Allocation Plan (Title 10, Texas Administrative Code, Chapter 11). Specifically, the undersigned understands the requirements under 10 TAC §10.101 of the Uniform Multifamily Rules, Site and Development Requirements and Restrictions, as well as Internal Revenue Code Section 42. By signing this document, Applicant is affirming that all statements and representations made in this certification and application, including all supporting materials, are true and correct under penalty of law, including Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. Applicant is also affirming understanding of §10.2(e) of the Uniform Multifamily Rules, relating to Public Information Requests, specifically that the filing of an Application with Department is deemed as consent to release any and all information contained therein.

The undersigned further certifies that he/she has the authority to execute this certification.

THF Brady Housing, Ltd

Applicant Entity Name

By:

[Signature]
Signature of Authorized Representative

Mark Mayfield

Printed Name

Authorized Signator

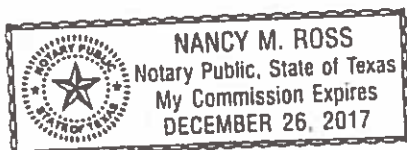
Title

2-26-15

Date

Sworn to and subscribed before me on the 26 day of February, 2015
by Mark Mayfield

(Personalized Seal)



[Signature]

Notary Public Signature

Texas

Notary Public, State of

Burnet

County of

12-26-17

My Commission Expires:

2-26-15

Date



2015 Multifamily Housing Application Certification
Mailing Address: P.O. Box 13941, Austin, TX 78711-3941
Physical Address: 221 East 11th Street, Austin, TX 78701

Development Name: Trails of Brady

The undersigned hereby makes an Application to Texas Department of Housing and Community Affairs. The Applicant affirms that they have read and understand the Uniform Multifamily Rules (Title 10, Texas Administrative Code, Chapter 10) and Qualified Allocation Plan (Title 10, Texas Administrative Code, Chapter 11). Specifically, the undersigned understands the requirements under 10 TAC §10.101 of the Uniform Multifamily Rules, Site and Development Requirements and Restrictions, as well as Internal Revenue Code Section 42. By signing this document, Applicant is affirming that all statements and representations made in this certification and application, including all supporting materials, are true and correct under penalty of law, including Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. Applicant is also affirming understanding of §10.2(e) of the Uniform Multifamily Rules, relating to Public Information Requests, specifically that the filing of an Application with Department is deemed as consent to release any and all information contained therein.

The undersigned further certifies that he/she has the authority to execute this certification.

THF Brady Housing, Lt.d

Applicant Entity Name

By:

Laurie Childre

Signature of Authorized Representative

Laurie Childre

Printed Name

Authorized Signator

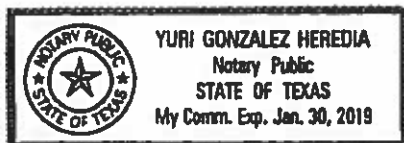
Title

2.25.15

Date

Sworn to and subscribed before me on the 25 day of February, 2015
by Laurie Childre

(Personalized Seal)



Yuri Gonzalez Heredia

Notary Public Signature

Texas

Notary Public, State of

Travis

County of

1130/19

My Commission Expires:

2/25/15

Date

INTERCREDITOR AGREEMENT

This Intercreditor Agreement (the "**Agreement**") is entered into as of _____ 2019, by and among the CITY OF BRADY, TEXAS, a Texas home rule city organized under the laws of the State of Texas (the "**City**"), JPMORGAN CHASE BANK, N.A., a national banking association (the "**Bank**"), and THF BRADY HOUSING, LTD., a Texas limited partnership ("**Borrower**").

RECITALS:

- A. Borrower is the owner of a 72-unit affordable apartment community (the "**Project**") to be constructed in Brady, McCulloch County, Texas on the property (the "**Land**") which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.
- B. City has agreed to make a loan to Borrower (the "**City Loan**") for the Project in the aggregate amount of \$53,000.00 (such funding is referred to herein as the "**City Loan Funds**") which will be secured by a collateral account at a third-party depository (such collateral is referred to herein as the "**City Separate Collateral**"), a deed of trust lien, and a contract lien in the form of a 380 Agreement executed by and between Borrower and the City.
- C. Pursuant to a Credit Support and Funding Agreement (Construction to Permanent) (the "**Bank Loan Agreement**") of even date herewith, the Bank has agreed to make a loan in an aggregate amount not to exceed \$7,400,000.00 (the "**Bank Loan**") to provide financing for the Project. The Loan is evidenced by a promissory note in the amount of \$7,400,000.00, and is more fully described in and secured by a Leasehold Construction Deed of Trust, Absolute Assignment of Rents and Security Agreement and Fixture Filing of even date with such note, and covering the leasehold interest in the Project and to be recorded in the Official Public Records of Real Property of McCulloch County, Texas.
- D. City and the Bank wish to enter into this Agreement to fully set forth their agreement regarding the relationship of the City Loan Funds to the Bank Loan and other matters of mutual interest to City and the Bank with respect to the construction of the Project.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and the Bank hereby agree as follows:

1. Definitions. In addition to the defined terms set forth elsewhere herein, the following terms shall have the meanings set forth below:

"City Loan Documents" means all notes, mortgages, agreements, instruments, and documents, pertaining to, evidencing, or securing the City Loan Funds, including the contract between City and Borrower with respect to the City Loan Funds and City Separate Collateral, the deed of trust lien, and the contract lien in the 380 Agreement.

2. Acknowledgments, Representations, and Consents. City represents to the Bank that (i) once issued, the City Loan Documents will be in full force and effect, (ii) all conditions to City's obligations as set forth in the City Loan Documents have been satisfied by the Borrower or waived by City, and (iii) the City Loan Documents will constitute a commitment by City to make the City Loan Funds available to the Borrower for the Project as hereafter provided subject to the terms and conditions of the City Loan Documents. The City Loan Funds will be from the proceeds of a loan by Borrower from City as collateral for such loan, and in connection therewith, City has assigned to Borrower the City Loan (and all City Separate Collateral).
3. Agreements by Borrower. Borrower agrees that Bank and City may share information that each may acquire with respect to Borrower, or the collateral described in the Bank Loan Agreement, and consents to the transfer of such information, whether financial or otherwise, between them, without having to obtain further consent from Borrower. With regard to the collateral described in the Bank Loan Agreement, the security interest granted in the City Loan Documents is now and shall at all times be subject, subordinate and inferior to the security interest, operation, and effect of the Bank Loan Agreement.
4. Agreements by Bank. Bank agrees that so long as the City Loan is outstanding:
 - A. City and Borrower may from time-to-time enter into modifications, renewals, extensions, and replacements of the documents which evidence or secure the City Loan without the further consent of Bank so long as such agreements relating to the collateral described in the City Loan Documents recite that they are, and shall be at all times, subject to the terms of this Agreement.
 - B. Bank shall not make any further advances to Borrower which are secured by the Bank Loan Agreement, except as provided for in the Bank Loan Agreement relating to the enforcement and/or protection of Bank's rights and security interests, including legal fees and other expenses of collection of the Bank Loan or defense of the security interests granted to Bank.
 - C. Bank shall not amend the Bank Loan or Bank Loan Agreement without City's prior written consent if such amendment will have the effect of (i) increasing the principal

amount of the Bank Loan payable by Borrower to Bank, (ii) increasing the rate of interest or changing the method of calculation of interest thereon, (iii) extending the maturity of the Bank Loan or (iv) making a material change in the monthly payments by Borrower to Bank. Bank may otherwise amend the Bank Loan Agreement without City's prior written consent.

5. Notice of Defaults. (a) If a default or an event of default (or an event which with the passage of time or the giving of notice or both would be an event of default) occurs under the City Loan Documents, then City will provide Bank with a copy of any written notice thereof contemporaneously with the delivery of such notice to the Borrower and shall permit the Bank the right, but not the obligation, to cure the default within any applicable grace or cure period provided for in the City Loan Documents.

(b) Bank shall provide City with a copy of each notice of any default or event of default under and with respect to the Bank Loan provided to Borrower simultaneously with the giving of that notice to Borrower and shall permit City the right, but not the obligation, to cure the default within any applicable grace or cure period provided for in the Bank Loan Agreement.

(c) By execution hereof, City acknowledges and agrees that its sole and exclusive recourse for payment of the City Loan Funds shall be the City Separate Collateral, its deed of trust lien, and its contract lien in the 380 Agreement. Bank acknowledges it has no claim or right to the City Separate Collateral, the City's deed of trust lien, or the City's contract lien in the 380 Agreement as security for the Bank Loan. City shall have no right or claim to any Project assets of Borrower other than the City Separate Collateral, the City's deed of trust lien, and the City's contract lien in the 380 Agreement for the payment of the City Loan Funds (whether directly against Borrower or as the result of a judgment or other general lien).

(d) Notwithstanding anything to the contrary herein, and so long as there is no default or event of default under the Bank Loan Agreement then continuing, or would result therefrom, the Borrower may pay City amounts owing with respect to the City Loan Funds.

(e) The occurrence of default or event of default under or with respect to the City Loan or under City Loan Documents shall be an Event of Default under and as defined in the Bank Loan Agreement.

6. Notices. Any notice by one party to the other hereunder shall be in writing and shall be delivered in person, by overnight delivery, or by United States Mail, postage prepaid, certified, return receipt requested. Notice shall be

deemed delivered on the date delivered, or if mailed, three days after deposit in the U.S. Mail.

Notice shall be delivered to the following addresses:

To City: City of Brady
Attn.: Kim Lenoir, City Manager
201 East Main Street
Brady, Texas 76825

To the Bank: JPMorgan Chase Bank, N.A.
2200 Ross Avenue
Dallas, Texas 75201

To the Borrower: THF Brady Housing, Ltd.
11312 Conchos River Trail
Austin, TX 78717

With a copy to:

Alliant Credit Facility, Ltd.
c/o Alliant Management Company, LLC
21600 Oxnard Street, Suite 1200
Woodland Hills, California 91367

and

Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102
Attn: Shane Deaver

The parties may change their addresses for purposes of notice by giving the other party ten (10) days' written notice of the address change in the manner hereinabove stated.

7. Miscellaneous.

a. This Agreement constitutes the entire agreement of the three parties hereto with respect to the subject matter hereof, and all other prior and contemporaneous written or oral agreements. Any amendment hereto must be in writing executed by City, the Borrower, and the Bank. Separate agreements exist between City and the Borrower that are not in conflict. Notwithstanding anything

in the Bank Loan Agreement with respect to the City Separate Collateral, the Bank and Borrower agree that the City Separate Collateral shall be deposited at Bank.

b. Time is of the essence in the performance of the parties' obligations hereunder.

c. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND APPLICABLE UNITED STATES FEDERAL LAW. THE EXCLUSIVE VENUE FOR THIS AGREEMENT SHALL BE MCCULLOCH COUNTY, TEXAS. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, THE UNDERSIGNED HEREBY AGREE THAT THE STATE AND FEDERAL COURTS LOCATED IN MCCULLOCH COUNTY, TEXAS SHALL HAVE EXCLUSIVE JURISDICTION AND VENUE WITH RESPECT TO ALL ACTIONS BROUGHT BY OR AGAINST ANY PARTY UNDER OR PURSUANT TO THIS AGREEMENT AND/OR ANY OF THE OTHER LOAN DOCUMENTS, AND THE UNDERSIGNED HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND TO SERVICE OF PROCESS, EFFECTIVE UPON RECEIPT BY PERSONAL SERVICE.**

d. This Agreement shall be enforceable by and binding upon all successors and assigns of Bank and City.

e. This Agreement shall remain in full force and effect until both the Bank Loan or the City Loan Funds have been fully and finally paid and Borrower has no further obligations under both the Bank Loan Agreement and the City Loan.

f. This Agreement may be executed in two or more counterparts, and it shall not be necessary that any one counterpart be executed by all of the parties hereto. Each fully or partially executed counterpart shall be deemed an original, but all such counterparts taken together shall constitute but one and the same instrument.

g. Capitalized terms used in this Agreement without definition shall have the meanings given to those terms in the Bank Loan Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have affixed their signatures hereto on the respective dates set forth in the acknowledgment below to be effective as of the date first above written.

THF BRADY HOUSING, LTD., a Texas limited partnership

By: THF BRADY GP, LLC, a Texas limited liability company, its general partner

By: THF Housing Development Corporation, a Texas nonprofit corporation, its manager

By: _____
Mark A. Mayfield,
President

THE STATE OF TEXAS §
 §
COUNTY OF _____§

This instrument was acknowledged before me on the ____ day of _____, 2019, by Mark A. Mayfield, President of THF Housing Development Corporation, a Texas nonprofit corporation, on behalf of said nonprofit corporation as the manager of THF BRADY GP, LLC, a Texas limited liability company, general partner of THF BRADY HOUSING, LTD., a Texas limited partnership.

Notary Public, State of Texas

"CITY"

CITY OF BRADY, TEXAS, a home rule city
organized under the laws of the State of
Texas

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of
_____, 2019, by _____, _____ of City of Brady, Texas,
a home rule city organized under the laws of the State of Texas, on behalf of said
City.

NOTARY PUBLIC, State of T E X A S

LENDER:

JPMORGAN CHASE BANK, N.A.

By: _____
Olivio C. Ochoa,
Authorized Officer

THE STATE OF TEXAS

§

COUNTY OF _____ §

§

KNOW ALL MEN BY THESE PRESENTS

This instrument was acknowledged before me on this ____ day of _____, 2019, by Olivio C. Ochoa, Authorized Officer of JPMORGAN CHASE BANK, N.A., a national banking association, on behalf of said banking association.


Notary Public, State of TEXAS
My Commission Expires: _____

EXHIBIT "A"

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	1/22/19	AGENDA ITEM	7.B
AGENDA SUBJECT:	Discussion, consideration and possible action regarding awarding Westar Construction, Inc. the bid for flatwork at the Richards Park Ball field Construction Project (\$170,672.50).		
PREPARED BY:	Kim Lenoir	Date Submitted:	1/15/19
EXHIBITS:	Revised Grant Budget Bid Sheet; Letter of Recommendation from Park Landscape Architect, Brent Luck		
BUDGETARY IMPACT:	Required Expenditure:	\$170,672.60	
	Amount Budgeted:	\$821,910.00	
	Appropriation Required:	\$0.00	
CITY MANAGER APPROVAL:			
SUMMARY:	<p>On January 9, the city opened 7 bids for flatwork at the Richards Park grant project.</p> <p>Westar was the low bid, with construction including fiber reinforcement versus rebar, like the Brady Creek Trail installation.</p> <p>Westar bid the entire length of the trail connection from Brady Creek Trail, through the ballpark, then through the park to the pedestrian bridge for \$248,865.10.</p> <p>The approved budget for the park will allow only building the trail through the ballfields to address the ADA accessibility requirements for Fields 1 and 2 at \$170,672.50. If City Council wanted to add the concrete trail for the full connection a budget amendment of \$78,192.60 would be required.</p> <p>The deadline for the TPWD grant project is July 15, 2019. The goal is to have Fields 1 and 2 open for play in late Spring.</p>		
RECOMMENDED ACTION:	Move to award Flatwork Bid Contract to Westar Construction for Richards Park Grant Project at \$170,672.60.		

Richards Park Grant Project UPDATED 1-18-2019					
Project Rollup Fields 1 and 2 only					
	Demo Costs for Fields 1 and 2	\$	6,875	Quote from Texas Multi-Chem	
	New Fence	\$	101,830	Quote from Texas Multi-Chem	
	Fields 1&2 Upgrade - Irrigation	\$	52,800	Quote from Texas Multi-Chem	
	Fields 1&2 Upgrade - Solid Sod	\$	105,500	Quote from Texas Multi-Chem	
	Admin and Insurance	\$	13,350	Quote from Texas Multi-Chem	
		\$	280,355	FINAL Quote from Texas Multi-Chem	PO# 14-02163
	Concrete dug-outs and backstop curb	\$	9,594	Waldrop Construction Contract	PO # 14-02210
	Electrical Infrastructure	\$	63,000	revised city estimate - not confirmed	getting secondary quotes now.
	Ballfield Lighting	\$	160,000	Musco (LED)	PO# 14-02190
	Concrete Flat work in ballfield area	\$	170,673	Westar bid Totals	1/22/2019 Bid Award
	Playground - needs to include concrete band	\$	31,000	reduce size of Plygd, add shade	
	Bleachers	\$	5,000	for Field 1 only; use existing for Field 2	
	Shade Structures - include on playgd	\$	-	remove - include on playground	
	Bridge Decking change to Recycle Benches	\$	5,000	TPWD Grant Estimate; we will propose a substitute	
	Bridge Handrails - change to recycle benches	\$	5,000	TPWD Grant Estimate; we will propose a substitute	
	Landscaping - Inkind from TXDOT Mounument			In-kind transplanting	
	Trail to Bridge - PPM/Streets will build in house			Asphalt trail links to bridge and trail at EO Martin	
	Signage - Internal	\$	-	Order in-house Recognition Plaque	
	Benches with Concrete Pad (Recycle Benches?)	\$	-	Install by Parks Department	
	Brent Luck LA Contract-Fees	\$	92,350		
	Project Total	\$	821,972		
	2019 Budget \$821,910				



Luck Design Team, LLC
9600 Escarpment Blvd, Suite 745-4
Austin, Texas 78749
512.810.0684

January 18, 2019

Kim Lenoir
City Manager
City of Brady
201 E. Main Street
Brady, Texas 76825

Re: City of Brady Richards Park Flatwork Improvements Project
January 9, 2019 Bid Opening Recommendations

Dear Ms. Lenoir:

On January 9, 2019 the City of Brady received seven sealed bid proposal from prospective contractor bids in association with the City of Brady Richards Park Flatwork Improvements Project. LUCK Design Team, LLC evaluated the bid and checked for mathematical errors, omissions and/or bid regularities.

The following is a summary of the base bids:

Contractor	Base Bid
M&C Fonseca	\$289,935.00
A Greater Austin Development Company, LTD	\$321,920.70
Westar Construction	\$260,929.75
MHB Construction, Inc.	\$298,359.00
Waldrop Construction Co.	\$308,035.66
Ribble Concrete & Land Construction	\$278,485.78
TF Harper & Associates	\$256,484.59

TF Harper & Associates, Inc. was unresponsive to submitting unit price bid items for the substitute bid alternates.

Ribble Concrete & Land Construction was unresponsive in acknowledging the two addenda that were during the bidding process.

Waldrop Construction Co. had six pricing discrepancies on their unit item bid totals; the corrected base bid total reflected in the attached Exhibit breakdown is \$12.34 less than their written bid submitted. This corrected base bid total did not change Waldrop Construction Co.'s ranking as the apparent 6th lowest base bid.

Ribble Concrete & Land Construction had one pricing discrepancy on their unit item base bid totals; the corrected base bid total reflected in the attached Exhibit breakdown is \$14.22 less than their written bid submitted. This corrected base bid total did not change Ribble Concrete & Land Construction's ranking as the apparent 3rd lowest base bid.

Westar Construction had a pricing discrepancy on their base bid total; the corrected base bid total reflected in the attached Exhibit breakdown is \$92.66 less than their written bid submitted. This corrected base bid total did not change Westar Construction's ranking as the apparent 2nd lowest base bid.

The apparent low contractor for the base bid was TF Harper & Associates, Inc. based out of Austin, Texas with a base bid total of \$256,484.59; however, as stated above, TF Harper & Associates, Inc. was unresponsive to submitting unit price bid items for the substitute bid alternates. This non response is important to the bid review and consideration. Base bid line items #4-6 dealt with steel rebar reinforced concrete; alternate bid line items #Ba1 thru BA3 dealt with steel fiber reinforced concrete for the exact same square footage requirements as the base bid items. It was the City's intent that Bid Alternate 1 (BA1) would replace Base Bid Line Item 4 should the City accept Bid Alternate 1; it was the City's intent that Bid Alternate 2 (BA2) would replace Base Bid Line Item 5 should the City accept Bid Alternate 2; and it was the City's intent that Bid Alternate 3 (BA3) would replace Base Bid Line Item 6 should the City accept Bid Alternate 3. Therefore, since TF Harper & Associates, Inc. was unresponsive to submitting unit price bid items for the substitute bid alternates, the City's potential cost savings by selecting the bid alternates could not be quantified for TF Harper & Associates, Inc.

When the substitute bid alternates were tabulated, Westar Construction, Inc. out of Georgetown, Texas became the apparent low with a base bid plus substituted bid alternates total of \$248,865.10. This total for using steel fiber reinforced concrete was \$7,619.49 less than the \$256,484.59 base bid total for using steel rebar reinforced concrete submitted by TF Harper & Associates, Inc.

Westar Construction, Inc. was also the company that constructed the concrete trail along Brady Creek and they used steel fiber reinforced concrete for the construction of that trail.

Upon review of the bids and contractor references and in context of the City's budget for the park improvements, we recommend that the City award a contract for the base bid plus substituted bid alternates total to Westar Construction, Inc for the City of Brady Richards Park Flatwork Improvements Project.


Please give us a call if you have any questions or comments.

Respectfully,



Brent Luck, PLA
Planner / Landscape Architect

City Council City of Brady, Texas Agenda Action

AGENDA DATE:	01/22/2019	AGENDA ITEM	7.C.												
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding award of LCRA Engineering Services for North Walnut Street overhead power line design specifications & plans for future bidding and construction improvements in the amount of \$60,000.00 .														
PREPARED BY:	S. Miller	DATE SUBMITTED	1/15/2019												
EXHIBITS:	LCRA Engineering Services Contract City selection letter Sketch of route														
BUDGETARY IMPACT:	Required Expenditure:	\$60,000.00													
	Amount Budgeted:	\$300,000.00													
	Appropriation Required:	\$0.00													
CITY MANAGER APPROVAL:															
SUMMARY:	<p>City staff selected LCRA Engineering Services based on their qualifications and expertise in design of new overhead distribution power lines. This project was identified through the LCRA 2014-2019 electrical distribution study and this job is essentially the last of the list of projects under this study. The north Walnut St. overhead power line is a primary feeder to the entire north residential area and was rated deficient by the engineering analysis. Additionally, with the future pump station improvements for well no.7 added power demands will further strain this primary feeder.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 40%;">FY19 Supplemental Decisions Approved Project</td> <td style="width: 20%;"></td> <td style="width: 40%;">Capital Outlay – Projects #20-5-22-401.00</td> </tr> <tr> <td>Replace Walnut St. Overhead Power Line</td> <td style="text-align: right;">\$300,000.00</td> <td>Total Approved Budget</td> </tr> <tr> <td>Engineering Services</td> <td style="text-align: right;">\$60,000.00</td> <td>Proposed Award</td> </tr> <tr> <td></td> <td style="text-align: right;">\$240,000.00</td> <td>Balance Remaining</td> </tr> </table>			FY19 Supplemental Decisions Approved Project		Capital Outlay – Projects #20-5-22-401.00	Replace Walnut St. Overhead Power Line	\$300,000.00	Total Approved Budget	Engineering Services	\$60,000.00	Proposed Award		\$240,000.00	Balance Remaining
FY19 Supplemental Decisions Approved Project		Capital Outlay – Projects #20-5-22-401.00													
Replace Walnut St. Overhead Power Line	\$300,000.00	Total Approved Budget													
Engineering Services	\$60,000.00	Proposed Award													
	\$240,000.00	Balance Remaining													
<p>This proposed project will improve the reliability of electrical service to the north residential area of Brady and provide needed enhancements for a future water pump station.</p>															
RECOMMENDED ACTION:															
City staff recommends that city council award to LCRA Engineering Services the design improvements to include specifications & plans for replacement of the north Walnut Street overhead power line improvements in the amount of \$60,000.00 .															

**LCRA ENGINEERING
SERVICES CONTRACT**

CUSTOMER: City of Brady
P.O. Box 351
Brady, TX 76825

PROJECT: Walnut St. Line Rebuild

DATE SUBMITTED December 17, 2018

Technical Services Agreement Date: 10/9/1998

SCOPE OF SERVICES:

LCRA will furnish Engineering Services for the preparation of plans and specifications for the rebuild and upgrade of approx. 7,800' of 3-phase overhead 12.47 kV distribution line along Walnut St., from approx. Lockhart St. to South Ave., and along South Ave. to US 377. The engineering will include the design, preparation of plans and specifications, material list, and structure staking. The City will provide any necessary easements, location of underground utilities, material purchases, any rights-of-way clearing, and construction services.

Project Engineer of Record: Michael D. Lee, P.E.

SCHEDULE:

Begins: Engineering services will commence within 10 days after receipt of a signed contract.

Completion: Completion will accommodate City's schedule

ENGINEERING CONTRACT PRICE:

Estimated Cost: \$60,000.00

NOTE: Billing will be based on actual costs plus administrative adders ("Cost Plus" billing method).

This estimate is valid for 90 days from January 1, 2019.

Customer and the Lower Colorado River Authority agree that the work described above shall be performed in accordance with the terms and conditions on the front and reverse sides of this form.

City of Brady

By: _____

Kim Lenoir, CPM

Title: City Manager

Date: _____

Lower Colorado River Authority

By: _____

Sergio Garza

Title: VP, Transmission Design & Protection

Date: December 17, 2018

OFFICE USE ONLY

Job Description: Eng Services - City of Brady Walnut Ave. Line Rebuild

Account: ILCRA/TENCO/LBD/400302

LCRA Work Order: _____

Approved By: _____

Completion Date: _____

TERMS AND CONDITIONS

The Engineering Services Contract for the defined Scope of Services requested by the Customer is subject to the following terms and conditions:

1. The LCRA shall perform all engineering work defined in the Scope of Services under the supervision of a Texas licensed professional engineer and in accordance with applicable industry standards and the National Electric Safety Code.
2. Changes in Scope of Services may be made only by a written change order signed by representatives of Customer and the LCRA. Verbal change orders shall not be given nor accepted, except in case of an emergency which endangers people or property and such order shall be followed up with a written confirmation as soon as practicable.
3. If material is included in the Scope of Services, all material shall meet or exceed the minimum requirements of the applicable LCRA and RUS material specifications. The LCRA shall not be responsible for malfunctions of the material due to manufacturing defects, system disturbances, lightning, or other abnormal causes.
4. **THE TOTAL LIABILITY OF LCRA ARISING OUT OF THIS CONTRACT AND THE WORK PERFORMED HEREUNDER WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID TO LCRA UNDER THIS CONTRACT, AND LCRA WILL NOT BE LIABLE FOR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. IN NO EVENT SHALL ANY OFFICER, DIRECTOR, EMPLOYEE OR AFFILIATE (OR AFFILIATE'S OFFICER, DIRECTOR OR EMPLOYEE) OF LCRA BE LIABLE TO CUSTOMER UNDER THIS CONTRACT, AND CUSTOMER'S SOLE RECOURSE UNDER THIS CONTRACT SHALL BE AGAINST LCRA AND NOT AGAINST SUCH OTHER PERSONS. THE LIMITATIONS ON LIABILITY AND REMEDIES IN THIS PARAGRAPH WILL APPLY REGARDLESS OF WHETHER THE LIABILITY OR CAUSE OF ACTION ARISES IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. NOTHING IN THIS CONTRACT SHALL BE CONSTRUED TO WAIVE LCRA'S GOVERNMENTAL IMMUNITY.**
5. The LCRA shall invoice the Customer for the actual LCRA costs plus administrative adders in effect at the time of execution of this Contract. Customer by executing this Contract has agreed that the current administrative adders have been examined and accepted by the Customer. LCRA may invoice for progress payments for the services completed to date during the course of the work but invoices may be submitted no more frequently than monthly. The customer shall promptly pay the full invoiced amounts.
6. The term of this Contract shall be the duration of the work. The Contract may be terminated at any time by either party upon written notice to the other party. When the Contract is terminated by either party, the Customer shall pay for services rendered under this Contract up to the date of termination.
7. There are no third party beneficiaries to this Contract and the provisions of this Contract shall not create any legal or equitable right, remedy or claim enforceable by any person, firm, or organization other than the parties and their permitted successors and permitted assigns.
8. This Contract may not be assigned by either Party without the express written consent of the other Party.
9. (a). **Labor and Services.** LCRA shall perform all services in accordance with applicable and acceptable industry practice and in a good workmanlike manner, suitable for the proposed usage of any equipment installed or services performed and in full accordance with all installation instructions and requirements of the material manufacturer and supplier. Should any of the services of LCRA prove to be inadequate, inaccurate, or unsatisfactory through human error, omission, or otherwise, LCRA shall perform corrective services of the type originally undertaken. Corrective services required prior to acceptance of the work shall be performed by LCRA at LCRA's expense including the repair or replacement of equipment damaged by LCRA's actions. Corrective services required after acceptance of the work shall be performed by LCRA without charge to the Customer, provided the Customer requests corrective services in writing within one (1) year from the acceptance of the work. LCRA shall not be liable for labor costs to correct errors, omissions, or deficiencies after the expiration of one year from acceptance of the work.
- (b). **Manufacturer's Warranties.** LCRA shall assign to Customer, as the end-user, any applicable material or supply warranties provided by the LCRA's vendors. All warranty documentation shall be furnished to the Customer before the project is accepted. LCRA will be fully responsible for any error, omission or deficiency in its work which reduces the validity of duration of any manufacturer's warranty.
- (c). LCRA makes no representation, either express or implied, that the work performed pursuant to this Contract is compliant with the North American Electric Reliability Corporation ("NERC") Reliability Standards revised after the time the Contract was executed, as they may be amended or updated from time-to-time. It shall be the sole responsibility of the Customer to assure that any work performed by LCRA will not result in being assessed fines and/or penalties, or being required to perform mitigation, or remediation of a NERC Reliability Standards violation. **COMPLIANCE-RELATED ACTIVITIES AND THE RETENTION OF OBJECTIVE EVIDENCE IS THE OBLIGATION OF THE CUSTOMER.**
- (d). **OTHER THAN THE EXPRESS LIMITED WARRANTIES IN THIS PARAGRAPH 9, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED. LCRA DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
10. This Contract together with the Scope of Services and any attached Technical Services Agreement represents and contains the entire agreement and understanding between the LCRA and Customer with respect to the subject matter of this Contract and supercedes any and all prior or contemporaneous oral and/or written agreements and understandings regarding the defined scope of services. No representations, warranty, condition, understanding or agreement of any kind with respect to the subject matter of this Contract shall be relied upon by the LCRA and Customer unless incorporated into this Contract. This Contract may not be amended or modified except in writing and executed both by an authorized representative of the LCRA and by an authorized representative of the Customer.

Cost Plus - Rev. 03 November 07, 2018





BRADY
THE CITY OF
TEXAS

201 East Main • P.O. Box 351 • Brady, Texas 76825

325.597.2152 • fax 325.597.2068 • <http://bradytx.us>

November 16, 2018

Mr. Michael Lee
Senior Engineer
Lower Colorado River Authority--Mail Stop SC-D-246Y
P. O. Box 220
Austin, TX 78767-0220

via email Mickey.Lee@LCRA.ORG

RE: Engineering Consulting Services

Dear Mickey:

The City of Brady (City) would like for LCRA to provide engineering services for the design of an electric distribution system improvement project to rebuild approximately 7,800' ft. of overhead power line along N. Walnut St. from near Lockhart St. including South Avenue. Deliverables for these engineering services will include plans & specifications and a material quantity list.

The City has selected LCRA based on its demonstrated competence and qualifications to perform the engineering services for this project and, as the second step, the City now wishes to enter into a supplemental engineering services agreement under the established Technical Services Agreement between the City and LCRA. Accordingly, please prepare a supplemental engineering services agreement for my consideration.

We would appreciate a timely response to this matter.

Sincerely,

Kim Lenoir, CPM
City Manager

cc: Joe Solis
Allan Kunze, LCRA


via email Allan.Kunze@LCRA.ORG

/ML/sm

CITY OF BRADY CAPITAL IMPROVEMENTS PLAN

Project Summary Information							Date:
Project ID#:							
Project name: Walnut Street O.H. Power Line Replacement (P2 LCRA)							
Project Location: P2 - Along N Walnut from Lockhart to South Ave. to US377							
Fiscal Year Plan							
Prior Years	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Future	Total
	\$300,000						\$300,000
Funding Sources							
ELECTRIC		\$300,000					
Project Description							
O.H. conductor replacement on existing power line that has been identified in 2014 LCRA Study as deficient for current carrying capacity.							
Project Justification							
This is a continuous effort to complete the 2014 LCRA Electric Study list of projects. This conductor is copper and overtime the current load is deteriorating the line that is now becoming unreliable. It has been suspect as a failure vector for city's well no. 7 deep pump & motor.							
				<p style="text-align: center;">Approx. 1.5 Miles of O.H. Power Line & Poles</p>			
O&M Impact if Project is Not Completed							
These conductors on this stretch of OH power is copper conductor and undersized for the current load, especially for city well no. 7, which has experienced failures.							
Notes							

City Council
City of Brady, Texas
Agenda Action Form for Ordinance

AGENDA DATE:	1-22-19	AGENDA ITEM	7.D.
AGENDA SUBJECT:	Discussion, consideration and possible action regarding first reading of Ordinance 1263 of the City of Brady, Texas, adding additional duties to the Tourism Advisory Board the responsibility of accepting and reviewing Hotel Occupancy Tax Grants, adopting the required forms for HOT Grants, and requiring City Council approval of all HOT Grants.		
PREPARED BY:	Kim Lenoir	Date Submitted:	1-10-19
EXHIBITS:	Ordinance and HOT Grant Forms		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			

SUMMARY:

On November 6, City Council directed the Visit Brady staff to establish the Tourism Advisory Board for the City Council to advertise and fill positions. The Tourism Advisory Board was established by Ordinance 1262.

On January 8, City Council directed staff to include the HOT Tax Grant Program as part of the Tourism Advisory Board duties, instead of the existing HOT Tax Grant Committee.

This ordinance defines the HOT Tax Grant Program and how the grants are to be administered by the Tourism Advisory Board and approved by City Council.

RECOMMENDED ACTION:

Mayor will ask: "Madam City Secretary please read the Ordinance Preamble for the record in accordance with the City Charter." "Secretary reads preamble"

Mayor calls for a motion: Move to approve first reading of Ordinance 1263.

ORDINANCE NO. 1263

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADY ESTABLISHING THAT HOT TAX GRANTS ARE AN ADDED DUTY OF THE TOURISM ADVISORY BOARD; ESTABLISHING THE HOT TAX GRANT FORMS AND PROCESS; AND REQUIRING CITY COUNCIL APPROVAL.

WHEREAS, the City Council of the City of Brady jointly funded and adopted the *Visit Brady Strategic Plan* and have contracted with the Brady/McCulloch County Chamber of Commerce to implement the Plan; and

WHEREAS, the City Council of the City of Brady wished to allow for additional duties of the Tourism Advisory Board to include HOT Tax Grant applications and recordkeeping; and

WHEREAS, the Visit Brady Director or designee shall serve as secretary, provide the Tourism Advisory Board with all information necessary for the performance of its duties and keep a record of all transactions; and

WHEREAS, the City Council is adopting the forms and processes attached as exhibits to be used to award HOT Tax Grants; and

WHEREAS, the City Council is to review the HOT Tax Grant applications and approve the grant awards as recommended by the Tourism Advisory Board.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS:
That the HOT Tax Grant Program is added to the duties of the Tourism Advisory Board, that was established in Ordinance 1262:

1. The Visit Brady Director or designee shall serve as secretary, provide the Tourism Advisory Board with all information necessary for the performance of its duties and keep a record of all transactions.
2. Forms and Process to award and distribute Grants shall be as attached in Exhibit A.
3. Each HOT Tax Grant Award will be approved by City Council.

Passed and approved on the FIRST READING this 22nd day of January, 2019.

Passed and approved on the SECOND READING this 5th day of February, 2019.

Anthony Groves, Mayor

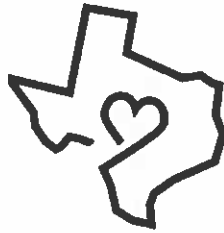
ATTEST:

Tina Keys, City Secretary

Ordinance No. 1263
Exhibit A

Attached Forms Include:

1. Hotel Occupancy Tax (HOT) Funding Application
2. Hotel Occupancy Tax Use Guidelines Under Texas State Law and Funding Application Form
3. HOT Reimbursement Checklist
4. City of Brady Visitor Survey
5. Post Event Report Form
6. Conflict of Interest Questionnaire
7. W-9 Request for Taxpayer Identification Number and Certification



BRADY
THE TRUE HEART OF
TEXAS

Hotel Occupancy Tax (HOT) Funding Application

Today's Date: _____

In order to ensure funding consideration, applications must be returned 3 months prior to event. Please note that if your event dates change, you must submit a new application for re-approval. Events that do not occur as specified in the application are not eligible for HOT reimbursement.

Organization Information

Event Name:	
Event Date:	Year Event Began:
Event Location:	
Sponsoring Organization Name:	Website & or Facebook page:
Tax I.D. Number:	

Please check one

Is your organization tax exempted? ☐ Yes ☐ No

Is your organization: ☐ Non Profit ☐ For Profit ☐ Private

Contact Information

Name of Contact:		
Mailing Address (must match address on W-9):		City, State, Zip:
Daytime Phone#:	Alternate Phone#:	E-mail Address:

Please check one

Contact Preference: ☐ Email ☐ Mail ☐ Fax

Event Funding Request

HOT Funds Requested: \$ _____

Describe in detail, exactly how funds will be used. Please be Specific. (Refer to Guidelines for authorized expenditures)



BRADY
THE TRUE HEART OF
TEXAS

Who are you targeting in your advertising and promotion efforts to attend?

What percent of total costs will be covered by this HOT?

Please list other organizations, government entities, grants, and funding sources that have offered financial support for the event noted above.

Estimated Total Attendance at Event listed Above: This Year _____ Last Year _____

Last 3 Dates & Years of Event

1. _____
2. _____
3. _____

Last 3 Cities of Event

1. _____
2. _____
3. _____

Hotels Used

1. _____
2. _____
3. _____

You must reserve a room block for this event at a Brady hotel. List how many rooms you anticipate you will use nightly? _____

How will your hotel bookings be measured? _____

***Your attendees will be required to complete hotel locator cards provided if funding is approved.**

How did you/your organization hear about Brady? _____

Are you considering any other locations/cities for your event? If so, which others? _____

In order to receive hotel occupancy tax, you must contact Brady hotels for room blocks. If overflow hotel rooms are necessary, after Brady hotels are booked, arrangements can be made with the Brady Chamber of Commerce to contact hotels in outlying areas. It is imperative that you make every attempt to encourage your attendees to stay in Brady properties. Your total room night usage in Brady could determine future funding.

Signature of Event Representative: _____

Date: _____

Please Submit to: Brady Chamber of Commerce
101 E. 1st
Brady, TX 76825
Phone: 325-597-3491 Fax: 325-792-9181
erin@bradytx.com



BRADY/McCULLOCH
★★ COUNTY ★★
CHAMBER of COMMERCE



HOTEL OCCUPANCY TAX USE GUIDELINES UNDER TEXAS STATE LAW AND FUNDING APPLICATION FORM

State Law: By law of the State of Texas, the City of Brady collects a Hotel Occupancy Tax (HOT) from hotels, motels, and bed & breakfasts and inns. Under state law, the revenue from the HOT may be used only to directly promote tourism and the convention and hotel industry. **The use of HOT funds must generate additional room nights for local lodging establishments and is limited by Chapter 351 of the Tax Code to certain items including the below list.**

✓ **Please Check the Applicable Category that your organization will use funding:**

- ☐ **Registration of Convention Delegates:** the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;
- ☐ **Advertising, Solicitations and Promotions that Directly Promote Tourism and the Hotel and Convention Industry:** advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;
- ☐ **Promotions of the Arts that Directly Promote Tourism and the Hotel and Convention Industry:** that the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms, and
- ☐ **Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.
- ☐ **Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the city or its vicinity.

City Policy: Visit Brady accepts applications from groups and businesses whose events fit into one or more of the above categories. All requests for funds should be submitted by a completed and signed application form. The application will be reviewed and acted on in a timely manner. The applicant may be asked to make a presentation at a meeting and answer any questions regarding the application. If so, applicants will be notified at least one week prior to the meeting of its time and place.

Eligibility and Priority for Hotel Tax Funds: Priority will be given to those events based on their ability to generate overnight visitors in Brady. If an event will not generate any meaningful hotel night activity, it is not eligible for receipt of hotel occupancy tax funds. Events can prove this potential to generate overnight visitors by:

- a) Historic information on the number of room nights used during previous years of the same events;
- b) Current information on the size of a room block that has been reserved at area hotels to accommodate anticipated overnight guests attending the event requesting hotel tax funds;
- c) Examples of marketing of the event that will likely generate and encourage overnight visitors to Brady lodging properties;
- d) Examples and historic information on the number of room nights generated by similar events in other similarly situated cities.

Recognition of Sponsorship: All events receiving HOT funds must recognize Visit Brady as a sponsor. A Visit Brady logo is available for this use upon request.

PLEASE INITIAL EACH REQUIREMENT BELOW.

	1. Must agree to recognize Visit Brady as a funding source in all materials; radio, TV and website, and social media.
	2. Must provide a visual link to the Visit Brady website on the event/organization website.
	3. Must allow Visit Brady the option to have a Welcome Booth at the Entrance or Registration of your event.

Use of Local Vendors: We encourage all event organizers to patronize Brady businesses for food, supplies, materials, printing, etc. to the extent feasible. Applicants may be asked to explain why items that are available locally were purchased elsewhere. Please contact us for help locating businesses and resources, or at www.bradytx.com.

Payment of HOT Funds: Approved HOT funds will be paid upon submission of a Post Event Report, due within 60 days of the event completion. For this reason, event organizers are encouraged to save proceeds from each event to be used as initial operating funds for the same event in the future.

Use of Revenues from Event: No other outside event(s), project, charity, etc., sponsored by the host organization may profit from the Visit Brady funding of a particular event unless it has been outlined in the original HOT application. **No funding approved may be used for the operating budget of any organization.**

Post Event Report: All entities that are approved for HOT funds must submit a Post Event Report within 60 days of each funded event in order to receive the approved funds. The report will be reviewed by the tourism board to determine how well the entity met its goals and will be used in consideration of future HOT funding requests. Priority in the future will be given to those events that demonstrate an ability to generate overnight visitors as applicable in Brady.

By signing this form, you are agreeing that Brady may use pictures and/or video from your event for promotional purposes.

I have read the above rules mandating the HOT and agree to the terms:

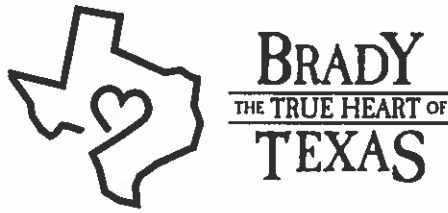
Signature: _____ **Date:** _____

Reminder: Attach or include the proposed schedule of your events and activities.

Please sign and return the above copy with your application for funding. Retain a copy for your records.

Please submit to: Erin Corbell
Brady Chamber of Commerce
101 E 1st
Brady, TX 76825
Phone: 325-597-3491 Fax: 325-792-9181
erin@bradytx.com





HOT Reimbursement Checklist

✓ To Do Before Event

- ☐ Complete HOT Funding Application (*due three months prior to event*)
 - ☐ Sign & Date HOT Guidelines (*due with application*)
 - ☐ Complete Conflict of Interest Questionnaire (*due with application*)
 - ☐ Complete W-9 (*due with application*)
-

✓ To Do After Event

- ☐ Complete Post Event Report with specific requirements (*due within 60 days of Event*)
- ☐ Receipts showing how the funds provided were used (*due with Post Event Report above*)
- ☐ Complete Visitor Survey (*due with Post Event Report above*)

Thank you for bringing your event to Brady! If you have any questions or concerns, we will be happy to assist you.

Thank You!



CITY OF BRADY VISITOR SURVEY

What is your zip code?

How many are in your party?

In what town are you staying during this event?

☐ Brady

☐ Mason

☐ Llano

☐ Other (please specify):

Did you stay overnight in a local hotel?

☐ Yes

☐ No

If so, at which hotel are you staying during this event?

☐ Holiday Inn ☐ Tru Country Inn

☐ Best Western ☐ The Gates Guest House

☐ Gold Key Inn ☐ Selah Springs Ranch

☐ Sunset Inn

How many nights did you stay?

☐ 1

☐ 2

☐ 3

☐ Other (please specify):

How many rooms per night did your party have?

☐ 1

☐ 2

☐ 3

☐ Other (please specify):

Did you eat at any local restaurants?

☐ Yes

☐ No

Will you attend another event by this group again this year?

☐ Yes

☐ No

☐ Other (please specify):

How did you hear about this event?

☐ Internet

☐ Radio

☐ Word of Mouth

☐ TV

☐ Other (please specify):

☐ Newspaper

☐ Magazine



BRADY
THE TRUE HEART OF
TEXAS

Post Event Report Form

Event Information

Event Name:	Date of Event:	
Address:	City, State, Zip:	
Contact Name:	Phone:	E-mail:

Attendance (if applicable)

What would you estimate was the actual attendance at the event?
How did you obtain this number?

Funds

Amount Approved: _____ Used: _____
How were the funds actually used? Receipts indicating funds spent as noted on application are required for reimbursement. Please include receipts and proof of payment.

Promotion

Please attach samples of documents showing how Brady Tourism logo was recognized in your advertising and promotional campaign. Advertising the Brady Tourism logo is required for reimbursement.

Will your event be held in Brady next year (please list future event dates)? If not, where?

Please sign below and complete evaluation on reverse side.

Signature of Event Representative: _____ Date: _____

Please Submit to: Brady Chamber of Commerce
101 E. 1st
Brady, TX 76825
Phone: 325-597-3491 Fax: 325-792-9181
erin@bradytx.com



BRADY/McCULLOCH
★ ★ COUNTY ★ ★
CHAMBER of COMMERCE



BRADY
THE TRUE HEART OF
TEXAS

Post Event Report Form

Evaluation

Please rate your experience in Brady:

☐

Poor

☐☐

Average

☐☐

Excellent

How can we help improve your experience?

Please rate your experience with application and record keeping for funding:

☐

Poor

☐☐

Average

☐☐

Excellent

How can we help better your experience?

Please rate your experience with your event's facility (ex. The Ed Davenport Civic Center)

☐

Poor

☐☐

Average

☐☐

Excellent

How can we help better your experience with the facility?

Please rate your experience with Brady motels:

☐

Poor

☐☐

Average

☐☐

Excellent

How can we help better your experience with Brady motels?

Do you know of other events that could be hosted in Brady?

Other Comments:

Please Submit to:

Brady Chamber of Commerce
101 E. 1st
Brady, TX 76825
Phone: 325-597-3491 Fax: 325-792-8191
erin@bradytx.com



BRADY/McCULLOCH
★★ COUNTY ★★
CHAMBER of COMMERCE

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(ii)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ¹
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-828-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.


Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	1/22/19	AGENDA ITEM	7.E
AGENDA SUBJECT:	Discussion, consideration and possible action recommending Type A EDC prepare agreements/documents to either assign, donate, sell, or transfer remaining assets and contracts to address final closure of the Type A Economic Development Corporation.		
PREPARED BY:	Kim Lenoir	Date Submitted:	1/15/19
EXHIBITS:	Spreadsheet of EDC-A Assets (Contracts/Agreements located in EDC Work Session Packet)		
BUDGETARY IMPACT:	Required Expenditure:		\$0.00
	Amount Budgeted:		\$0.00
	Appropriation Required:		\$0.00
CITY MANAGER APPROVAL:			
SUMMARY:	<p>On January 22, the City Council and EDC met in a Work Session to discuss directions to close out EDC-Type A business.</p> <p><i>In accordance with state law, below is the portion of 504.353:</i></p> <p><i>(a) If a majority of voters voting on the issue at an election held under Section 504.351 approve the termination, the Type A corporation shall:</i></p> <p style="padding-left: 40px;"><i>(1) continue operations only as necessary to pay the principal of and interest on the corporation's bonds and to meet obligations incurred before the date of the election; and</i></p> <p style="padding-left: 40px;"><i>(2) dispose of the corporation's assets and apply the proceeds to satisfy obligations described by Subdivision (1), to the extent practicable.</i></p> <p><i>(b) When the last of the Type A corporation's obligations are satisfied, any remaining assets of the corporation shall be transferred to the authorizing municipality, and the existence of the corporation is terminated.</i></p>		
RECOMMENDED ACTION:	Direct EDC Type A and B as desired.		




<u>TYPE A EDC Closure of Assets and Liabilities 1-11-2019</u>		<u>City Proposal</u>	<u>Credit</u>
<u>ASSETS:</u>			
Balance due on Contracts:			
Thomas - Note Receivable- sale of EDC RE	\$ 54,620	Negotiate an amendment to Assign to EDC-B	\$ -
** \$551.72 per month,(\$6,621/yr) maturing 2-15-2027			
Old Dodge Crossing - Lease Receivable/EDC owned (RE1)	\$ 34,743	Negotiate an amendment to Assign to EDC-B	\$ -
**\$643.39 per month,(\$7,721/yr) maturing 5-14-2023			
Real Estate: Book Value net depreciation			
Airport Hangar E	\$ 219,537	Transfer to City for civic center debt credit	\$ 219,537
Capco Land and Building(RE1)	\$ 54,412	Negotiate an amendment to Assign to EDC-B	\$ -
502 W 10th Street - land only	\$ 3,130	Negotiate an amendment to Assign to EDC-B	\$ -
<u>LIABILITIES:</u>			
Civic Center Loan Agreement (City Reserve Funds)	\$ 958,029		\$ -
Credit payment to City	\$ (219,537)		
Due to City	\$ 738,492	Negotiate an amendment to Assign to EDC-B	
EDC-A Cash as of 1-11-2019	\$ 532,397	Possible 380 Agreements to EDC-B	\$ -

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	1/22/19	AGENDA ITEM	7.F
AGENDA SUBJECT:	Discussion, consideration and possible action recommending Type A EDC prepare agreements to address remaining debt to the City of Brady for the 2009 voter approved Civic Center project, needed to address final closure of the Type A Economic Development Corporation.		
PREPARED BY:	Kim Lenoir	Date Submitted:	1/15/19
EXHIBITS:	EDC Civic Center Loan Agreement		
BUDGETARY IMPACT:	Required Expenditure:		\$0.00
	Amount Budgeted:		\$0.00
	Appropriation Required:		\$0.00
CITY MANAGER APPROVAL:			
SUMMARY:	<p>On January 22, the City Council and EDC met in a Work Session to discuss the 2009 voter approved Civic Center Project and EDC Loan Agreement with City of Brady.</p> <p><i>In accordance with state law, below is the portion of 504.353:</i></p> <p><i>(a) If a majority of voters voting on the issue at an election held under Section 504.351 approve the termination, the Type A corporation shall:</i></p> <p style="padding-left: 40px;"><i>(1) continue operations only as necessary to pay the principal of and interest on the corporation's bonds and to meet obligations incurred before the date of the election; and</i></p> <p style="padding-left: 40px;"><i>(2) dispose of the corporation's assets and apply the proceeds to satisfy obligations described by Subdivision (1), to the extent practicable.</i></p> <p><i>(b) When the last of the Type A corporation's obligations are satisfied, any remaining assets of the corporation shall be transferred to the authorizing municipality, and the existence of the corporation is terminated.</i></p>		
RECOMMENDED ACTION:	Direct EDC Type A and B as desired.		

AGREEMENT

This Agreement is made this 21st day of July, 2015, by and between the City of Brady, Texas (the "City") and the Brady Economic Development Corporation (the "Corporation").

WHEREAS, the City and the Corporation wish to expand and renovate the City's existing Ed Davenport Civic Center to better serve entertainment and tourist activities and to encourage development of additional tourist and entertainment activities within the City; and

WHEREAS, the voters in the City approved a proposition on May 9, 2009 to authorize the Corporation to use 4A revenues for a 4B project: "The use of 4A sales and use tax proceeds for the expansion and renovation of the Ed Davenport Civic Center, a project of the Brady Economic Development Corporation, including, but not limited to, costs of renovations and expansion, extension of a sewer line, costs of maintenance, operations and debt service related to the project"; and

WHEREAS, the Ed Davenport Civic Center has been identified as needing to be expanded to keep and attract tourists and provide entertainment opportunities in the City; and

WHEREAS, the Corporation could issue its Brady Economic Development Corporation sales tax revenue bonds to fund the expansion and renovation of the Ed Davenport Civic Center; and

WHEREAS, the City can obtain financing on more favorable terms than could the Corporation; and

WHEREAS, the City has the staff necessary to supervise the construction for the expansion and renovation of the Ed Davenport Civic Center;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Duties of the City. The City hereby agrees to perform the following duties:

1.1 The City shall take all actions necessary or helpful in the construction of expansion and renovation of the Ed Davenport Civic Center.

1.2 The City shall provide the initial capital required for the expansion and renovation of the Ed Davenport Civic Center. The Corporation shall be responsible for making annual payments of principal on this indebtedness. These

payments shall be referred to as the Annual Debt Service Payments. (principal only). The principal amount of such Obligations shall not exceed \$1,081,000.

2. Duties of the Corporation. The Corporation hereby agrees to perform the following duties:

2.1 Will provide a onetime cash contribution, of \$700,000 from fund balance reserves, which will also not exceed total Civic Center project costs (estimated not to exceed \$1,781,000), less net finds issued by the City for this project.

2.2 In consideration of the City's agreement to undertake the actions set forth in paragraph 1 hereof, the Corporation shall utilize the gross revenues derived from the Sales Tax to reimburse the City ¼ of the ¼ cent annual sales tax for such Annual Debt Payments on the Obligations that shall not exceed a principal amount of \$1,081,000, beginning FY2017.

3. General Provisions.

3.1 All notices provided for under this Agreement shall be given by certified mail, return receipt requested, and any such notice shall be deemed to have been given on and as of the date when the same was deposited for mailing, with postage prepaid, in a regular United States Post Office, and shall be deemed to have been received on the date of receipt appearing upon the return receipt. All notices shall be addressed to the parties at their addresses set forth below or at such other address as any party may have filed with the other party in writing. Delivery by any means shall always be effective on the date of actual receipt.

Parties:

City of Brady
201 East Main Street/P.O. Box 351
Brady, Texas 76825
Attn: City Manager

Brady Economic Development Corporation
201 East Main Street/ P.O. Box 351
Brady, Texas 76825
Attn: President

3.2 This Agreement shall be governed and construed in accordance with the laws of the State of Texas, and is fully performable in McCulloch County, Texas.

3.3 No promise, condition, representation or warranty, express or implied, not set forth herein or in any writing contemporaneous herewith shall bind any party hereto. None of the terms and conditions of this Agreement may be changed, modified, waived or canceled orally or otherwise except by a writing signed by all of the parties hereto, specifying such change, modification, waiver or cancellation of waiver of such terms and conditions, or of any preceding or succeeding breach thereof, unless expressly so stated.

3.4 In the event it is necessary for either party to commence legal action of any kind to enforce its rights hereunder, the prevailing party in such litigation shall be entitled to collect all court costs and reasonable attorney's fees and expenses incurred in connection therewith.

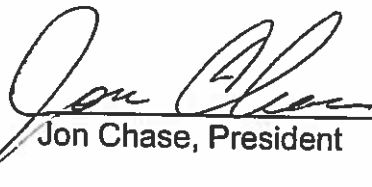
3.5 In the event that either party shall be entirely prevented from completing performance of its obligations hereunder by an act of God or any other occurrence whatsoever which is beyond the control of such party, then such party shall be excused from any further performance of its obligations and undertakings hereunder. In the event that the performance of either party of any obligations or undertakings hereunder shall be interrupted or delayed by any occurrence and not occasioned by the conduct of either party hereto, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy hereto, then he shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

3.6 Should any section, sentence, clause or phrase contained in this Agreement be held to be unconstitutional, illegal or unenforceable, such section, sentence, clause or phrase shall not affect the constitutionality, legality or enforceability of the remaining sections, sentences, clauses or phrases of this Agreement.

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Approved by the Board of Directors and executed this 13th day of July, 2015.

**BRADY ECONOMIC DEVELOPMENT
CORPORATION**

By: 
Jon Chase, President

Approved by City Council and executed this 21st day of July, 2015.

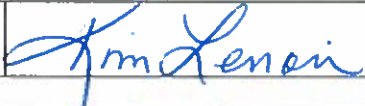
CITY OF BRADY, TEXAS

By: 
Anthony Groves, Mayor

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	01/22/19	AGENDA ITEM	7.G.
AGENDA SUBJECT:	Discussion, consideration and possible action approving Type A EDC's recommendation to transfer the Airport Hangar E to the City of Brady Curtis Field Airport and for the City of Brady to accept the Airport Hangar E for the Airport (book value \$219,537).		
PREPARED BY:	Kim Lenoir	Date Submitted:	1-15-19
EXHIBITS:	Type A Brady Economic Development Corporation minutes Dec 12, 2018		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			
SUMMARY:			
<p>Type A Brady Economic Development Corporation (EDC) voted on December 12, 2018 to transfer Airport Hangar E to the City of Brady. This hangar was built with EDC Type A loan proceeds obtained from Commercial National Bank. The EDC Type A paid the note in full in January 2019 and is now available to transfer.</p> <p>Hangar E has a current book value of \$219,537. Currently there are month to month renters in the hangar, but no long-term contracts. This is the newest hangar available at the Airport.</p> <p>On January 8, EDC President Jason Valdez asked to delay action on this item until January 22.</p>			
RECOMMENDED ACTION:			
As desired.			

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The Brady Type A and B Economic Development Corporation of the City of Brady, Texas met in a Special Meeting on Wednesday, December 12, 2018, at 6:00 p.m. at the City of Brady Municipal Court Building located at 207 S. Elm Street, Brady, Texas. BEDC President Jason Valdez presided over the meeting. BEDC Type A Board Members present were Lauren Bedwell, Don Miller, Erin Betts and Michele Derrick. Also, in attendance were Treasurer Lisa Remini, Chamber Director Erin Corbell, Type B Board Members Amy Greer, Billie Davis and Board Secretary Kathryn Meroney.

1. CALL TO ORDER, ROLL CALL & CERTIFICATION OF A QUORUM

- A. President Jason Valdez called the meeting of the **Type A** and **Type B** to order at 6:00 p.m. Roll was called for both **Type A** and **Type B** and a quorum was certified by the Board Secretary. 2. Minutes from October 11 A&B, November 19 Joint Community Meeting, November 19, 2018 Special A&B Meeting were approved unanimously. Vote 5-0 by Type A. Vote 7-0 by Type B.

3. REPORTS/PRESENTATION ITEMS

- A. Jason Valdez reviewed the bills and checks for October and November 2018.
- B. Treasurer Lisa Remini presented Type A-End of Year FY2018 Financial Reports.
- C. Lisa Remini presented Type A Comptroller Report for FY2018, Report was approved with one change to the original draft presented: reclass \$83,000 in Personnel to the Administration expense category. A motion was made by Michele Derrick and a second by Lauren Bedwell. All in favor. Vote 5-0.
- D. Annual Report was presented and approved by a motion from Erin Betts and a second from Lauren Bedwell. All in favor. Vote 5-0.

4. INDIVIDUAL CONCERNS

- A. Discussion, consideration and possible action on Jeffery Moore's research of legal issues and options to transfer Type A assets. President Jason Valdez updated the board on Jeffery Moore's opinions. It is Mr. Moore's opinion that all assets have to revert back to the City of Brady. The Real Estate belongs to the City of Brady but the board can request a portion of the payments being brought in on these properties. A chapter 380 agreement will need to be prepared and entered into. Any title work necessary can be done by Donald Barley. A motion was made by Jason Valdez to request to receive a portion of all payments made on property in a 20/80 split. The city to keep 20% and the EDC 80%. This was seconded by Erin Betts and all members were in favor. Vote 5-0.
- B. Discussion, consideration and possible action on paying off the balance of EDC loan at Commercial National Bank (Council approval is required). After a brief discussion a motion was made by Erin Betts and a second by Lauren Bedwell to pay off the loan at Commercial National Bank. All in favor. Vote 5-0.
- C. Discussion, consideration and possible action on donation EDC Hangar at the Airport to the City of Brady, once debt is paid off (Council approval required). After a brief discussion a motion was made by Michele Derrick and a second by Erin Betts donating the EDC Hangar at the Airport to the City of Brady. All in favor. Vote 5-0.
- D. Discussion, consideration and possible action to assign debt payment for the 2009 Civic Center

Project to the Type B EDC or request to City Council to forgive the Type A EDC Civic Center debt (Type B EDC and Council approval required). Jason Valdez informed the board that something has to be done with the Civic Center debt to move forward as a Type B. According to Jeffery Moore this is a possibility. It was mentioned by Erin Corbell that Council Member Jane Huffman had suggested that council forgive the debt and use the money available at this time to do projects needed completion at this time. For example, the ballfields. Vice President, Don Miller stated that there is no way that we can give back the money. He stated that our community had lost too many jobs and over the last three years we have spent \$290,000. and have nothing to show for it. The board discussed plans for two options to present to council at length. Jason Valdez will begin working on a proposal to the council asap with assistance from Amy Greer.

- E. Discussion, consideration and possible action on approval of FY2019 Letters of Record for City Services between Type A and Type B (separate A&B action needed). A motion was made by Michele Derrick to sign both the A & B letters. There was a second by Erin Betts and all were in favor. Vote 5-0 by Type A. Vote 7-0 by Type B.
- F. Discussion, consideration and possible action on City of Brady EDC website pages, as recommended. The board discussed leaving the page reading "Under Construction". Erin Corbell informed the board that leaving up the message could appear as if you are not open for business. Erin Corbell suggested that each member's name and phone number be placed on the web site. Jason Valdez will direct staff for webpage set-up.
- G. Discussion, consideration and possible action establishing regular meetings (time, day of week, week of month). This item was tabled.
- H. Discussion, consideration and possible action to set-up Joint Meeting (A, B, City Council) date to finalize Type A EDC Business, consider transfer of agreements, contracts, leases and liabilities to Type B EDC, and receive City Council approval and to review and discuss Strategic Plan, Goals and Strategies with City Council. Possible Executive Session may be included to discuss sensitive financial information within those, if any (Tuesday, Jan 22 or Feb 5 meetings work for Council). This item was tabled.

5. REPORTS

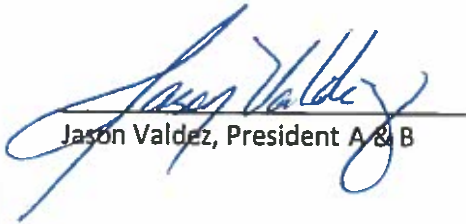
- A. Status of sale of property to Brian Crabb.
- B. Status of financial assistance request from Brady Monument.
- C. Status of lease agreement with John Knox Moore on property located at 208 W. Grove St.
- D. TEEX Training held on Saturday, Feb. 16, 2019.
- E. Letter of Request for meeting to Omni Trax.

6. EXECUTIVE SESSION

There being no further business, President Jason Valdez closed the Open Session of the meeting at 8:10 p.m. for the following:

- A. Pursuant to Section 551.074 (Personnel Matters) Type A and B EDC Board of Directors will meet to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: Hiring an Administrator

- B. Pursuant to Section 551.087 (Economic Development), the Type A and B EDC Board of Directors will deliberate the offer of a financial or other incentive or to discuss or deliberate regarding commercial or financial information that the Type A and B EDC Board of Directors has received from a prospective business, retail, and other development projects that the Type A and B EDC Board of Directors seeks to have locate in or near the City and/or with which the Type A and B EDC Board of Directors is conducting economic development negotiations. Executive Session adjourned at 8:41 p.m.
7. No open session action needed from the executive session. President Jason Valdez closed the meeting at 8:42 p.m.




Jason Valdez, President A & B

Attest: 
Kathryn Meroney, Board Secretary

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	1/22/19	AGENDA ITEM	7.H
AGENDA SUBJECT:	Discussion, consideration and possible action to fill vacancy position on the Airport Advisory Board.		
PREPARED BY:	Kim Lenoir	Date Submitted:	1/15/19
EXHIBITS:	Application Updated Board Listing		
BUDGETARY IMPACT:	Required Expenditure:		\$0.00
	Amount Budgeted:		\$0.00
	Appropriation Required:		\$0.00
CITY MANAGER APPROVAL:			
SUMMARY:	<p>City Secretary Tina Keys received an application for the current vacancy on the Airport Advisory Board.</p>		
RECOMMENDED ACTION:	<p>Mayor may appoint and City Council may confirm, in accordance with the City Charter.</p>		

CITY OF BRADY
APPLICATION FOR BOARDS / COMMISSIONS



Name of Applicant: Peter Lamont Phone Number: 979-492-2388
Address: 808 Laurel Dr. Alt. Phone Number: _____
E-mail Address: peter.lamont-jr@gmail.com

Are you a citizen of the City of Brady? ☒ Yes ☐ No
Are you a registered voter? ☒ Yes ☐ No
Are you currently serving on a City Board? ☐ Yes ☒ No
Have you ever served on a City Board? ☐ Yes ☒ No
Are you currently serving on a Board for another governmental Agency? ☒ Yes ☐ No

How long have you lived in Brady? 4 yrs. 6 mos

Which Board(s) would you like to apply for?

<input type="checkbox"/>	Planning & Zoning Commission	(3 year term)
<input type="checkbox"/>	Economic Development Corporation	(2 year term)
<input type="checkbox"/>	Zoning Board of Adjustment	(2 year term)
<input checked="" type="checkbox"/>	Airport Advisory Board	(2 year term)
<input type="checkbox"/>	Charter Review Commission	(4 year term)
<input type="checkbox"/>	Tourism Advisory Board	(2 year term)

Employer: MIC GAS Job Title: operations Controller
Work Address: 807 San Angelo Hwy, Brady TX
Work Phone #: 325-597-4151

Professional Experience (include professional memberships and previous employment):

1988-1994 Naval Aviator - Rotary wing
1994-2001 City of Madison Parks and Recreation Dept.
2001-2014 City of College Station Parks and Recreation Dept
2014-2018 City of Brady - Community Services Department
1999-present National Recreation and Park Association
6 yrs on National Certification Board - 1 yr as Chair

Community Experience (civic clubs, volunteer activities, service organizations, etc):

Knights of Columbus 1997-present

CITY OF BRADY
APPLICATION FOR BOARDS / COMMISSIONS

Comments or special qualifications:

6yrs as a Naval Aviator
4yrs as Director of Community Services for the City of Brady duties included Airport oversight

Resume (type or copy and paste your resume in the area below or attach as separate page):

(NOT REQUIRED)

On file with City of Brady

Interests & Experiences (please tell us about yourself and why you want to serve)

As a former Naval Aviator the airport holds a special place to me. As a former Director of Economic Development I can see a place for the airport in the growth and development of Brady, something that needs to be revisited given the current state of the area's primary industry


Signature

4 Jan 2019
Date

CITY OF BRADY

FY 2019 Boards & Commissions

PLANNING AND ZONING COMMISSION (3 yr term)		
Kim Lenoir, Liaison 325/597-2152 ext 209 klenoir@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
1	Nick Blyshack, Chair	6/21
2	Ronnie Aston, Vice Chair	6/20
3	Amy Greer	6/20
4	Thomas Flanigan	6/19
5	Cathy Ewert	6/19
6	Connie Easterwood	6/19
7	Jeff Bedwell	6/21
* ALT	Lauri Smith	6/21
ZONING BOARD OF ADJUSTMENT (ZBA/BOA)		
Charter & Zoning Ord. Sec. 9.1 (2 yr term)		
Kim Lenoir, Staff Liaison 325/597-2152 ext. 209 klenoir@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
1	Chris Green	6/19
2	Rod Young, Vice Chair	6/20
3	Heath McBride, Chair	6/20
4	Holly Groves	6/19
5	James Stewart	6/19
* Alt 1	Lauri Smith	6/19
* Alt 2	open	6/20
* Alt 3	open	6/20
* Alt 4	open	6/20
AIRPORT ADVISORY BOARD (Ord 1149 - 2 yr term)		
Lisa Perry, Staff Liaison 325/597-2152 ext. 211 lperry@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
1	Bob Rice	6/19
2	Stan Amyett	6/19
3	Richard Lenoir	6/19
4	Richard Joliff	6/20
5	Vacant	6/20
6	Dale Scott	6/20
7	Carey Day	6/20
MUNICIPAL COURT JUDGES (2yr term)		
Kim Lenoir, Liaison 325/597-2152 ext 209 klenoir@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
Judge	JT Owens	12/19
BRADY YOUTH ASSOCIATION (1yr term)		
Kim Lenoir, Liaison 325/597-2152 ext 209 klenoir@bradytx.us		
Council	BOARD MEMBER NAME	CURRENT TERM
	Rey Garza	1/20
Concho Valley Council of Governments Annual Board (1yr term)		
Kim Lenoir, Liaison 325/597-2152 ext 209 klenoir@bradytx.us		
Council	BOARD MEMBER NAME	CURRENT TERM
	Jeffrey Sutton	6/19
HOTEL OCCUPANCY TAX GRANT (1yr term)		
Kim Lenoir, Liaison 325/597-2152 ext 209 klenoir@bradytx.us		
Finance	BOARD MEMBER NAME	CURRENT TERM
	Lisa Remini	FY 2019
City Mgr	BOARD MEMBER NAME	CURRENT TERM
	Kim Lenoir	FY 2019
Council	BOARD MEMBER NAME	CURRENT TERM
	Jim Griffin	FY 2019
Visit Brady	BOARD MEMBER NAME	CURRENT TERM
	Erin Corbell	FY 2019
TOURISM ADVISORY BOARD (2yr term)		
Kim Lenoir, Liaison 325/597-2152 ext 209 klenoir@bradytx.us		
Attraction	BOARD MEMBER NAME	CURRENT TERM
	VACANT	6/2021
Hotelier	BOARD MEMBER NAME	CURRENT TERM
	VACANT	6/2021
City Council	BOARD MEMBER NAME	CURRENT TERM
	VACANT	6/2021
EDC	BOARD MEMBER NAME	CURRENT TERM
	VACANT	6/2021
Chamber	BOARD MEMBER NAME	CURRENT TERM
	VACANT	6/2020
County	BOARD MEMBER NAME	CURRENT TERM
	VACANT	6/2020
Tourism	BOARD MEMBER NAME	CURRENT TERM
	VACANT	6/2020

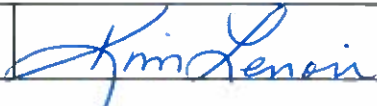
CHARTER REVIEW COMMISSION (4 year term)		
Kim Lenoir, Liaison 325/597-2152 ext. 209 klenoir@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
1	JoAnn Coffey, Chair	2016-2020
2	Teresa Leifeste, Vice Chair	2016-2020
3	Patsy Cole	2016-2020
4	Bill Derrick	2016-2020
5	Rex Ewert (2017)	2016-2020
6	Kelly Green	2016-2020
7	Chad Blankenship	2016-2020
INVESTMENT COMMITTEE (1 yr term)		
Lisa Remini, Liaison 325/597-2152 ext. 204 lremini@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
1	Finance Director	FY 2019
2	City Manager	FY 2019
3	Jane Huffman	FY 2019
CITY COUNCIL (3 yr term) - transition to 4 year terms May 2019		
Kim Lenoir, Staff Liaison 325/597-2152 ext. 209 klenoir@bradytx.us		
PLACE	MEMBER NAME	CURRENT TERM
MAYOR	Anthony Groves	5/20
1	Rey Garza	5/20
2	Missi Davis	5/21
3	Jeffrey Sutton	5/21
4	Jane Huffman	5/19
5	James Griffin	5/19
Brady Type B Economic Development Corporation		
3 - 1 year terms / 4 - 2 year terms		
Kim Lenoir, Staff Liaison 325/597-2152 ext. 209 klenoir@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
1	Jason Valdez, President	6/20
2	Michele Derrick	6/19
3	Lauren Bedwell	6/20
4	Don Miller, VP	6/19
5	Erin Betts	6/19
6	Amy Greer	6/20
7	Billie Davis	6/20
MCCULLOCH COUNTY SENIOR CITIZEN ASSOCIATION		
Sunset Center Advisory Board (2 year term)		
Rosie Aguirre, Staff Liaison 325/597-2946 raguirre@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
1	Wanda Nesbit - President	10/19
2	Evelyn Pitcox - Vice President	10/19
3	Mercy James - Secretary	10/19
4	Janice Crawford - Treasurer	10/19
5	Marcia Arons	10/19
6	Rene Avants	10/19
7	Angelita Torrez	10/19
8	Mary Bradshaw	10/19
9	Alvin Bolton	10/19
10	Fay Lawler	10/19
11	Bill Spiller	10/19
12	Rosie Aguirre	Director
13	Kim Lenoir	City Manager
14	vacant	Comm Svcs Dir.
15	Danny Neal	County Judge
16	Hazel Maner	Lifetime

* Alternates serve 1 year terms and can serve on two boards

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	1-22-2019	AGENDA ITEM	7.I.
AGENDA SUBJECT:	Discussion, consideration and possible action regarding Lease agreement on the replatted lots for Davee Subdivision current leaseholders.		
PREPARED BY:	Dennis Jobe	Date Submitted:	1/16/2019
EXHIBITS:	See Attachment A		
BUDGETARY IMPACT:	Required Expenditure:	\$0.00	
	Amount Budgeted:	\$0.00	
	Appropriation Required:	\$0.00	
CITY MANAGER APPROVAL:			

SUMMARY:

Staff has again met with the Tackers during the past week to review, revise and agree to the Davee Addition Lease Agreement. There were discussions at the last Council meeting that the lessees would like to hire their own Appraiser. They have since agreed to accept the appraisal that was performed at the request of the City in reciprocity of the changes made to the Lease Agreement.

Staff has made changes to the Lease Agreement that the Tackers, the City Attorney and City Staff have agreed. Staff is presenting the Lease Agreement and will move forward with executing them with your approval.

RECOMMENDED ACTION:

It is recommended that City Council take action at this time with approval of the Davee Lease Agreement and direct Staff to move forward with the new Leases for the Davee Subdivision.

THE STATE OF TEXAS

Lease Agreement with Option to Purchase Real Estate

COUNTY OF McCULLOCH

This Lease Agreement with Option to Purchase Real Estate is entered into this _____ day of January, 2019 between the City of Brady, hereinafter referred to a "Lessor" and _____, hereinafter referred to as "Lessee."

In consideration of the mutual promises and covenants hereinafter stipulated, the parties hereby agree as follows:

- 1) **DESCRIPTION:** The Lessor agrees to lease, and the Lessee agrees to rent the real property, situated in the City of Brady, McCulloch, Texas and as more fully described as follows: being all of Lot. No. _____ in Block No. _____ in the Davee Addition. See Exhibit A: Replat of Lots 1-58 Davee Addition Dated 07/10/17 which is here incorporated into this Lease Agreement with Option to Purchase Real Estate.
- 2) **TERM:** The term of this Lease/Option shall be for a period of 5 years commencing on the ____ day of _____, 2019, and ending on ____ day of _____, 2024 with the Option to purchase at any time during the 5 years at no additional cost.
- 3) **RENT:** Lessee agrees to pay the sum of \$300 per year each January for this lease. An amount equal to \$300 for each year in which rent was paid, shall be credited to the Lessee and applied to the purchase price of the property in the event that the Lessee exercises its option hereunder; otherwise, this credit shall be non-refundable and considered forfeited if the option is not exercised. Lease payments shall be made at the office of the City Secretary at the City Hall in the City of Brady, Texas.
- 4) **OPTION TO PURCHASE:** The Lessee, as part of the consideration herein, is hereby granted the exclusive right, option and privilege of purchasing property at any time during the term of this Lease/Option agreement with thirty (30) days written notice prior to the exercise of this option to purchase. The Lessee shall also notify the Lessor in writing of the exercise of this option at least thirty (30) days prior to the expiration of the initial term of this Lease/Option, by mail to the address of the office of the City Secretary at the City Hall in the City of Brady, Texas.
- 5) **COVENANTS OF LESSEE:** Commencing with and during the term of this agreement, the Lessee hereby covenants and agrees as follows:
 - (A) That the Lessee will pay all utility charges and bills, including, but not limited to, water, sewer, gas, oil, and electric, which may be assessed or charged against the property;
 - (B) That the Lessee will not use the property for any unlawful purpose; and that the Lessee will conform to and obey all laws, ordinances, rules, regulations, requirements and orders of all Federal, State, and Local governmental authorities, agencies, departments, bureaus, boards or officials, respecting the use of the property; and
 - (C) That the Lessee will surrender and deliver up the property, at the end of the lease, should the option herein not be exercised, in as good order and condition as the same now exists, reasonable use and natural wear and tear excepted.
- 6) **BREACH BY LESSEE:** Failure to pay the annual lease payment when due shall at the option of the Lessor, terminate and cancel this lease agreement upon the expiration of a 180 day grace period. Lessor shall the full right, authority and power to re-enter the premises and take possession, without further notice or legal

Attachment A

proceedings, together with all improvements, fixtures, property or appurtenances that may be located on the property at the time of repossession. In the event of such default, the Lessor, its employees, servants or agents are specifically by this agreement authorized and empowered to enter upon said premises and re-possess the property. Lessee waives any notice or action as a result of repossession.

- 7) **FURTHER ENCUMBRANCES:** The Lessor agrees not to lease to another third party, nor to assign, sell, option, transfer, pledge or otherwise to convey any or all rights or interests had by Lessor in the property or in this Lease/Option agreement, nor to further encumber the property nor allow the same to occur. All third parties are hereby put on notice that any leases, assignments by the Lessor, liens, options, or any other conveyances or transfers occurring subsequent to the date of this Lease/Option are hereby declared by the Lessor to be null and void and of no force and effect.
- 8) **RIGHT OF ASSIGNMENT:** Except as provided in Section 9, below, the Lessee shall only have the right to voluntarily assign, sell, transfer, pledge or otherwise convey all rights or interests which the Lessee may have in the property through this Lease/Option Agreement with City Council's formal approval. Any such assignment will release original Lessee from liability.
- 9) **BINDING AGREEMENTS:** The parties hereto agree that this Lease/Option comprises the entire agreement of the parties and that no other representation or agreements have been made or relied upon, and that this Lease/Option agreement shall inure to the benefit of and shall be binding upon the parties, their heirs, executors, administrators, personal representatives, and legal successors; or assigns as approved by the City Council in Section 8, above.

OPTION TO PURCHASE TERMS

- 10) **PRICE AND TERMS:** The Lessee agrees to pay for said property the sum of \$_____ less any sums for which the Lessee is entitled to claim reimbursement or offset in accordance with this agreement; the net sum to be paid in cash, certified check, or cashier's check at closing.
- 11) **INCLUDED IN THE PURCHASE:** The property shall include all land, together with all improvements thereon owned by Lessee or Lessor, all appurtenant rights, privileges, easements, and buildings, utility or storage buildings or sheds, owned by Lessee or Lessor. No Conveyance shall be made of person property in which a third party has any ownership interest.
- 12) **TITLE:** The Lessor shall convey marketable title to the property with the above described inclusions, by good and sufficient General Warranty Deed in fee simple, with the restriction as required by Texas Local Government Code, Section 272.001(h), regarding ineligibility for exemption provided by Section 11.142(a) Water Code, on or before closing; said title to be free, clear, and unencumbered except existing mortgages restrictions and easements of record, and the above described Water Code exemption ineligibility. Title to be conveyed to the Lessee.
- 13) **CLOSING:** The deed shall be delivered and the purchase money shall be paid no later than sixty (60) days after notification to the Lessor of the Lessee's exercise of the option.
- 14) **COSTS AND PRORATIONS:** All closing costs, including but not limited to title insurance and deed transfer, will be split 50/50 between Lessor and Lessee to be due at the time of closing, or as soon thereafter as practicable.

ADDITIONAL TERMS

- 15) In the event this agreement is placed in the hands of an attorney for enforcement the prevailing party shall be entitled to recover court costs and attorney fees.

Attachment A

- 16) It is further agreed and understood that Lessee shall have the right to remove any building, trailer house or fixture from the property at the expiration of this lease owned by Lessee, provided that the Lessee is not in default of the lease at the time of such removal.
- 17) It is further agreed and understood that Lessee shall have the right to cancel and terminate this lease at any time the Lessee may desire, provided that the Lessee is not at the time of cancellation, in arrears or in default of the lease.

Executed as of the day and year above written.

Lessor:

Lessee:

City of Brady

By: _____

By: _____

Address: _____

Phone No. _____

Attest: _____

Attest: _____

STATE OF TEXAS)

STATE OF TEXAS)

COUNTY OF MCCULLOCH)___

COUNTY OF MCCULLOCH)

SUBSCRIBED AND SWORN TO before

SUBSCRIBED AND SWORN TO before

me, the undersigned authority on this the

me, the undersigned authority on this the

___ day of _____, 20__.

___ day of _____, 20__.

NOTARY PUBLIC State of Texas

NOTARY PUBLIC State of Texas

December 2018 Tourism Report

Activity Summary

The majority of December was spent packing and consolidating the Visitors Center and Chamber of Commerce into the Chamber's Board Room pending the sale of the Chamber of Commerce Building. That is where our office will be situated until we can move into the old library.

Eighty-two visitors guides were distributed through Tour Texas and Texas Highways.

The Heart of Texas Basketball Tournament was hosted the first weekend in December. Brady HS's boys and girls basketball teams had approached Visit Brady to request a grant in the amount of \$1500 to help offset expenditures for the tournament. Sports tournaments that create hotel room nights are an allowable expenditure of Hotel Occupancy Tax funds under state law. The tournament hosted multiple teams from as far away as El Paso and Lubbock. Visit Brady spoke to several businesses that saw an economic impact from having the teams in town through increased spending, especially at restaurants. Visit Brady released the funds to the basketball program in January, after completed hotel surveys were returned to us. The surveys indicated that one group of 25 stayed for two nights and one group of 11 stayed for three nights. Our team also volunteered for the tournament and spoke to several parents and grandparents from out of town supporting the teams who were staying in local hotels, as well, although those room nights were not captured by the surveys.

Senior Center Meals Served
Director Rosie Aguirre
Monthly Report - October 2018

SERVICES	FISCAL YEAR 2018-2019											
	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	APR	MAY	JUNE	JULY	AUG.	SEPT.
Days Meals Served	22	19	19	21	19	21	21	22	21	21	23	19
Average Daily Meals	87	83	80	-	-	-	-	-	-	-	-	-
Meals @ Sunset Center	760	651	630									2,041
Meals sent-Helping Hands	225	209	160									594
Home Delivered Meals	922	708	723									2,353
Total Meals	1,907	1,568	1,513									4,988
Closed Oct. 10 for Inservice												
Closed Nov. 22nd & 23rd for Thanksgiving, Nov. 12 Veteran's Day												
Closed for Christmas												
Closed Jan. 1st - New Years Day												
Closed Feb. 19th Inservice												
Closed July 4th Independence Day												

SERVICES	FISCAL YEAR 2017-2018											
	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	APR	MAY	JUNE	JULY	AUG.	SEPT.
Days Meals Served	21	19	19	21	19	21	21	22	21	21	23	19
Average Daily Meals	90	87	82	78	80	79	77	81	84	88	88	81
Meals @ Sunset Center	782	682	609	631	577	671	631	747	763	745	793	554
Meals sent-Helping Hands	263	212	215	237	240	240	237	232	259	226	249	188
Home Delivered Meals	855	759	728	765	702	757	748	809	747	886	991	805
Total Meals	1,900	1,653	1,552	1,633	1,519	1,668	1,616	1,786	1,769	1,857	2,033	1,547
Closed Oct. 10 for Inservice												
Closed Nov. 23rd & 24th for Thanksgiving												
Closed Dec. 22nd & 25th for Christmas												
Closed Jan. 1st - New Years Day, 15th - Inservice												
Closed Feb. 19th Inservice												
Closed July 4th Independence Day												

Closed Sept. 3 (Labor Day)

Changes in Clients, either into Nursing home/rehab or on temp. leave resulting in 95 less meals

**Brady Municipal Golf Course
Monthly Report**

FY 19

Item	FY 2018	FY 2019	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	August	Sept	Totals
Rounds	1358	230.00	103	94	33										230
Green Fees	\$18,929.47	3,440.70	\$1,407.70	\$1,490.00	\$543.00										3,440.70
Membership Round	2895	614.00	238	233	143										614
Student Rounds	60	11.00	7	2	2										11
Total Rounds	4313	855.00	348	329	178										855
Trail Fee	56	9.00	2	5	2										9
Trail Fee Revenues	\$217.00	32.50	\$8.00	\$16.50	\$8.00										32.50
Cart Rentals	829	142.00	50	60	32										142
Cart Revenue	\$13,293.75	2,015.00	\$815.00	\$800.00	\$400.00										2,015.00
Cart Shed Rental	\$15,567.50	11,862.50	\$11,637.50	\$100.00	\$125.00										11,862.50
Vending Revenue	\$12,480.39	1,220.57	\$517.28	\$516.91	\$186.38										1,220.57
Memberships	233	77.00	35	20	22										77
Membership Fees	\$31,090.62	13,690.00	\$9,655.00	\$2,565.00	\$1,470.00										13,690.00
Driving Range	433	35.00	4	26	5										35
Range Revenue	\$1,910.28	140.00	\$19.00	\$98.00	\$23.00										140.00
Misc.	\$10,078.70	0.00													0.00
Total Revenue	\$103,567.71	32,401.27	\$24,059.48	\$5,586.41	\$2,755.38		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	32,401.27

None of the above figures included sales tax

Trail fees were eliminated with the increase in cart shed rentals beginning in January. Only charged to individuals who bring their own cart and do not rent a shed at the Golf Course

\$32,401.27

Joint Funding Agreement with the Brady Golf Association for the Irrigation system began Oct 1, 2008. The final payment was made October 2017

\$0.00 variance

Item	FY 2016	FY 2017
Rounds	1462	2311
Green Fees	\$18,369.14	\$16,137.00
Membership Round	2625	3678
Student Rounds	242	226
Total Rounds	4329	6215
Trail Fee	360	26
Trail Fee Revenues	\$208.00	\$104.00
Cart Rentals	943	636
Cart Revenue	\$16,670.64	\$10,017.76
Cart Shed Rental	\$10,714.53	\$16,165.50
Vending Revenue	\$16,290.04	\$15,126.94
Memberships	305	278
Membership Fees	\$30,321.10	\$35,825.00
Driving Range	298	296
Range Revenue	\$1,296.00	\$1,185.00
Misc.	\$16,035.37	\$31,109.30
Total Revenue	\$109,904.82	\$125,670.50

SUBJECT: MONTHLY POLICE REPORT FOR OCTOBER 2018
DATE: NOVEMBER 14, 2018 - FISCAL YEAR 2018-2019

[illegible]

SUBJECT: MONTHLY ANIMAL CONTROL REPORT FOR OCTOBER 2018

DATE: NOVEMBER 14, 2018- FINAL for FISCAL YEAR 2018-19

doi:10.1002/for.1246

[illegible]

City of Brady Curtis Field Airport
Monthly Invoice Register

Invoice No.	Date	Last Name	Type	611.00 Rent	611.01 I Hanger	611.02 Hanger A/B	615.00 Rem Income	645.00 Misc.	646.00 100-LL	646.01 Jet-A	Price per Gallon	647.00 Military	Total Sale	100-LL Gals	Jet-A Gals	ML Jet Gals
313509	11/30/2018	Gama Aviation	contract						0.00	613.93	3.391900	0.000000	613.933900		181.0	
313511	12/3/2018	Dwans	cc						178.50	0.00	4.250000	0.000000	178.500000	42.0		
313512	12/3/2018	Guld Shore Tel-Co	cc						0.00	464.40	3.870000	0.000000	464.400000		120.0	
313513	12/3/2018	Scott	charge						42.08	0.00	4.250000	0.000000	42.075000	9.9		
313514	12/4/2018	Rancho Benito	charge						1,640.91	0.00	4.150000	0.000000	1,640.910000	395.4		
313515	12/5/2018	Aucoñ	charge			360.00			0.00	0.00		0.000000	360.000000			
313516	12/5/2018	Branch	charge			30.00			0.00	0.00		0.000000	30.000000			
313517	12/5/2018	Raudry	charge						0.00	0.00		0.000000	50.000000			
313518	12/5/2018	Amyett	charge						0.00	0.00		0.000000	70.000000			
313519	12/5/2018	Smalstila	charge		70.00				0.00	0.00		0.000000	30.000000			
313520	12/5/2018	Roy	charge			70.00			0.00	0.00		0.000000	70.000000			
313521	12/5/2018	Hammond	charge			30.00			0.00	0.00		0.000000	30.000000			
313522	12/5/2018	Scott	charge		70.00				0.00	0.00		0.000000	70.000000			
313523	12/5/2018	Rice	charge		70.00				0.00	0.00		0.000000	70.000000			
313524	12/5/2018	Ramsey	charge		70.00				0.00	0.00		0.000000	70.000000			
313525	12/5/2018	Morgan	charge		70.00				0.00	0.00		0.000000	70.000000			
313526	12/5/2018	Merrin	charge		140.00				0.00	0.00		0.000000	140.000000			
313527	12/5/2018	Morgan	charge		70.00				0.00	0.00		0.000000	70.000000			
313528	12/5/2018	Kruszku	charge			120.00			0.00	0.00		0.000000	120.000000			
313529	12/5/2018	Day Aircraft Refinishers	charge	700.00					0.00	0.00		0.000000	700.000000			
313530	12/5/2018	Kolhman	charge		70.00				0.00	0.00		0.000000	70.000000			
313531	12/5/2018	Amyett	charge		70.00				0.00	0.00		0.000000	70.000000			
313532	12/5/2018	Powell	charge			70.00			0.00	0.00		0.000000	70.000000			
313533	12/5/2018	Boyles	charge		70.00				0.00	0.00		0.000000	70.000000			
313534	12/5/2018	Townsend	charge			70.00			0.00	0.00		0.000000	70.000000			
313535	2/10/2018	Pioneer Civil Construction	cc						637.50	0.00	4.250000	0.000000	637.500000	150.0		
313536	12/12/2018	Kennedy	cc						127.08	0.00	4.250000	0.000000	127.075000	29.9		
313537	12/12/2018	Summit Helicopters	cc						0.00	179.18	3.870000	0.000000	179.181000	90.0	46.3	
313538	12/12/2018	Pioneer Civil Construction	cc						382.50	0.00	4.250000	0.000000	382.500000	30.0		
313539	12/14/2018	Nelson	cc						127.50	0.00	4.250000	0.000000	127.500000	15.3		
313540	12/15/2018	Miller	cc						65.03	0.00	4.250000	0.000000	65.025000	10.0		
313541	12/15/2018	Cromer	cc						42.50	0.00	4.250000	0.000000	42.500000	27.8		
313542	12/15/2018	Townsend	charge						118.15	0.00	4.250000	0.000000	118.150000	26.3		
313543	12/15/2018	Roy	cc						111.78	0.00	4.250000	0.000000	111.775000	40.3		
313544	12/17/2018	Roy	cc						171.28	0.00	4.250000	0.000000	171.275000	46.6		
313545	12/17/2018	Summit Helicopters	cc						198.05	0.00	4.250000	0.000000	198.050000			
313546	12/12/2018	Jakes Garage And Aviation	cash	300.00					0.00	0.00		0.000000	300.000000			
313547	12/18/2018	Southern Air	cc						0.00	1,161.00	3.870000	0.000000	1,161.000000		300.0	

Invoice No.	Date	Last Name	Type	611.00 Rent	611.01 Hanger I	611.02 Hanger A/B	815.00 REM Income	645.00 Misc.	645.00 100-LL	645.01 Jet-A per Gallon	647.00 Military	Total Sale	100-LL Gals	Jet-A Gals	Mil Jet Gals	
313548	12/18/2018	Freeland	cc						41.65	0.00	0.00	41.650000	9.8			
313549	12/18/2018	Skyhorse	cc						705.50	0.00	0.00	705.500000	170.0			
313550	12/18/2018	Texas Specialty Hunts	cc						83.73	0.00	0.00	83.725000	19.7			
313551	12/19/2018	Amyett	cc						126.23	0.00	0.00	126.225000	29.7			
313552	12/19/2018	Cromer	cc						53.98	0.00	0.00	53.975000	12.7			
313553	12/19/2018	Hammond	cc						212.50	0.00	0.00	212.500000	50.0			
313554	12/20/2019	Smith	cc						128.35	0.00	0.00	128.350000	30.2			
313555	12/21/2019	Waldrip	cc						136.00	0.00	0.00	136.000000	32.0			
313556	12/23/2019	Amyett	cc						41.65	0.00	0.00	41.650000	9.8			
313557	12/28/2019	Aucolin	charge						213.35	0.00	0.00	213.350000	50.2			
313558	12/28/2019	Townsend	charge						110.50	0.00	0.00	110.500000	26.0			
313559									0.00	0.00	0.00	0.000000				
313560	12/31/2019	Noself	cc						141.53	0.00	0.00	141.525000	33.3			

**City of Brady Curtis Field Airport
Monthly Aircraft Operations**

<u>Invoice</u>	<u>Ops Date</u>	<u>Total Sale</u>	<u>Type of A/C</u>	<u>N Number</u>	<u>SE</u>	<u>ME</u>	<u>TURBINE</u>	<u>JET</u>	<u>HELIO</u>	<u>INST APP</u>
313535	12/10/2018	637.50	CE421	421EW		4				
313509	11/30/2018	613.93	KA350	842UP			4			
313511	12/3/2018	178.50	Cirrus	789TX	2					
313512	12/3/2018	464.40	KA	430DD			4			
313513	12/3/2018	42.08	Ercoupe	3418H	2					
313514	12/4/2018	1640.91	Truck Tank							
313515	12/5/2018	360.00	Truck							
313516	12/5/2018	30.00	Truck							
313517	12/5/2018	50.00	Comanche	5102P	2					
313518	12/5/2018	70.00	Mooney	7616N	2					
313519	12/5/2018	30.00	Truck							
313520	12/5/2018	70.00	CE-172	4951G	2					
313521	12/5/2018	30.00	Excursion							
313522	12/5/2018	70.00	Ercoupe	3814H	2					
313523	12/5/2018	70.00	CE-210	4688Q	2					
313524	12/5/2018	70.00	CE-172	7563X	2					
313525	12/5/2018	70.00	Sierra	6956R	2					
313526	12/5/2018	140.00	CE-170	4129Y	2					
313527	12/5/2018	70.00	L2A	46587	2					
313528	12/5/2018	120.00	Baron	4JA	2					
313529	12/5/2018	700.00	Paint Hangar							
313530	12/5/2018	70.00	Bonanza	261AA	2					
313531	12/5/2018	70.00	Hatz	3250A	2					
313532	12/5/2018	70.00	Cirrus	926DC	2					
313533	12/5/2018	70.00	CE-182	228CA	2					
313534	12/5/2018	70.00	CE-172	86284	2				8	
313536	12/12/2018	127.08	R44	432PC					8	
313537	12/12/2018	179.18	MD500	507TV			4			
313538	12/12/2018	382.50	CE421	421EW						
313546	12/12/2018	300.00	Hangar							
313539	12/14/2018	127.50	CE-172	7826V	2					
313540	12/15/2018	65.03	Piper	2886X	2					
313541	12/15/2018	42.50	Mooney	7872V	2					
313542	12/15/2018	118.15	CE-172	86284	2					
313543	12/15/2018	111.78	CE-172	4951G	2					
313544	12/17/2018	171.28	CE-172	4951G	2					
313545	12/17/2018	198.05	MD500	507TV	2				8	
313547	12/18/2018	1161.00	CJ4	222AF				6		
313548	12/18/2018	41.65	Bonanza	6370S	2					

<u>Invoice</u>	<u>Ops Date</u>	<u>Total Sale</u>	<u>Type of A/C</u>	<u>N Number</u>	<u>SE</u>	<u>ME</u>	<u>TURBINE</u>	<u>JET</u>	<u>HELIO</u>	<u>INST APP</u>
313549	12/18/2018	705.50	Bell	5NH					8	
313550	12/18/2018	83.73	R44	418TF					8	
313551	12/19/2018	126.23	Mooney	6716N	2					
313552	12/19/2018	53.98	Mooney	7872V	2					
313553	12/19/2018	212.50	CE421	421LC			4			
313554	12/20/2019	128.35	Cherokee	8083W	2					
313555	12/21/2019	136.00	C210	5516C	2					
313556	12/23/2019	41.65	Hatz	3250A	2					
313557	12/28/2019	213.35	Bonanza	964MA	2					
313558	12/28/2019	110.50	CE172	8628V	2					
313560	12/31/2019	141.53	Cherokee	9277W	2					
313559		0.00								

Total Operations by type of Aircraft:

64 12 8 6 40 0

**Code Enforcement
Monthly Case Load
FY 2019**

*1/3/2018
Submittal*

Violations

Violation	FY 16	FY 17	FY 18	FY 19
Background Info Cases	26	13	6	
Building Code Violations	14	3	6	
Dangerous Premises	16	14	17	
Depositing, Dumping, Burning	12	8	5	
Home Occupation Violation	2	0	0	
Junk and Unsightly Matter	80	115	65	
Junked Vehicle	37	47	20	
Minimum Housing Standards	3	2	15	
Noise Prohibited, Animals			0	
Non-Residential Open Storage	10	11	0	
Obstruction of Drainageway	4	0	0	
Permit Required	10	2	1	
Pool Enclosure	1	4	1	
Posting Signs on Poles		0	0	
Posting Signs on Public Property		0	0	
Acc. Bldg. prohibited in front yd		0	0	
Refrigerators and Air Tight Containe	7	5	1	
Residential Open Storage	18	19	3	
Residential Setbacks	6	0	1	
Residential RVs - No Residence	8	3	1	
Sight Visibility	4	12	0	
Unsanitary Conditions	15	16	8	
Weeds and Vegetation	187	112	49	
Zoning Ord. Use Regs Violations	1	0	2	
Monthly Totals	461	386	201	

Oct.	Nov.	Dec.	Jan	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Totals
0	0	0										
0	0	0										
0	0	0										
0	0	0										
0	0	0										
1	0	0										1
0	0	1										1
2	0	0										2
0	0	0										
0	0	0										
0	0	0										
0	0	0										
0	0	0										
0	0	0										
0	0	0										
0	0	0										
0	0	0										
0	0	0										
0	0	0										
0	0	0										
3	0	0										3
0	0	0										
6	0	2										

Cases

Open Cases at the start of month	305		659
Complaints	209	82	65
Pro-Active - Self Initiated	85	145	63
Total New Cases	294	242	127
Closed Cases	521	248	104
Citations		43	19
Open Cases at the end of month	78		683

71	30	30										71
0	0	0										0
4	0	1										4
4	0	1										4
45	0	4										45
0	0	0										0
30	30	27										30

Utility Inspections

238

10 21 9

FY 2019[illegible]

Chronic Code Complaints

1306 S High (Old Hospital) – The court ordered that the owner has 120 days to demolish the property. After the 120 days if the owner fails to demolish the property the city can then demolish the property and place a lien on the owner.

Occupied Structures with No Utilities

- a) 504 E 11th
- b) 309 Irish
- c) 901 Bombay



BRADY
THE CITY OF
TEXAS

201 East Main • P.O. Box 351 • Brady, Texas 76825

325.597.2152 • fax 325.597.2068 • <http://bradytx.us>

January 9, 2019

Mr. Mehdi Taheri
Water Enforcement Branch (6EN-W)
U.S. EPA Region 6
1445 Ross Avenue, Ste. 1200
Dallas, TX 75202 – 2733

via email taheri.mehdi@epa.gov

Re: PWS ID Number: TX1540001
Docket Number: SDWA-06-2017-1206
2018 4th - Quarterly Report – Radium Reduction Job

Mr. Taheri,

The City of Brady (TX) respectfully submits this 2018 – 4th quarterly report covering the period from October – December and is in response to the above-mentioned docket. The following work matters have been accomplished and/or initiated:

Texas Water Development Board Matters -

- In November TWDB staff proposed a funding commitment for Brady in the amount of \$28,905,000.00. December 13th, 2018 TWDB Board members took under consideration an approval for funding commitment of \$13,375,000 in grant, \$10,830,000 in zero-percent loan terms and \$4,700,000 in principal forgiveness. City staff and design engineers were in attendance and recognized each Board member for their approval of funding.
- City of Brady Council took under consideration at their regularly scheduled meeting on December 18th, 2018 an agreement amendment for construction phase for Enprotec / Hibbs & Todd (e-HT) of Abilene in the amount of \$719,000. Project assignments are construction basic services and resident project representation, TWDB financial application and asset management plan development.
- e-HT presented to city staff preferred construction implementation strategy utilizing a construction manager at risk (CMAR) approach. Acquisition of CMAR services to be organized under state prescribed rules for local governments or municipalities.

- Proposed plan & specification bidding documents remains as follows:
 1. Contract A – Elevated Storage Improvements
 2. Contract B – Transmission & Distribution Improvements
 3. Contract C – Treatment Improvements
 4. Contract D – Ground Storage Improvements

The City of Brady in association with e-HT is implementing continuous professional due diligence in all engineering work efforts toward solving the complex and expensive problem of Radium reduction in drinking water.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. Miller", with a stylized flourish at the end.

Steven Miller, P.E.
Project Manager

cc: Kim Lenoir, City Mgr.
Gary Jacobson, W/WW Supt.
Alyssa Azari, TWDB
Joshua Berryhill, P.E. e-HT
Keith Kindle, P.E. e-HT
Melissa Cordell, TCEQ
Vera Poe, TCEQ

via email alyssa.azari@twdb.texas.gov
via email joshua.berryhill@e-ht.com
via email keith.kindle@e-ht.com
via email melissa.cordell@tceq.texas.gov
via email vera.poe@tceq.texas.gov

Project Files



BRADY
THE CITY OF
TEXAS

201 East Main • P.O. Box 351 • Brady, Texas 76825

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January 02, 2019

Mr. Mehdi Taheri
Water Enforcement Branch (6EN-W)
U.S. EPA Region 6
1445 Ross Avenue, Suite 1200
Dallas, TX 75202-2733

via email taheri.mehdi@epa.gov

Re: PWS ID Number: TX1540001
Docket Number: SDWA-06-2017-1206
City of Brady Radium Reduction Project – Proposed Schedule Revision

Mr. Taheri:

The City of Brady in conjunction with the engineering firm of Enprotec / Hibbs & Todd (eHT) of Abilene achieved a significant milestone on December 13, 2018 with the Texas Water Development Board in the commitment of vital construction funding. Specifically, TWDB approved construction funding in the amount of **\$28,905,000.00** for City of Brady to implement final improvements to reducing radionuclides in the city's public drinking water supply.

As with all state funding commitments certain administrative schedules are established for closing on award of public funds. The probable timetable of these activities are shown below.

January 8, 2019	City of Brady Council Resolution Approval of Notice of Intent to Issue Certificates of Obligation
January 16, 2019 January 23, 2019	2 Publications of Notice of Intent to Issue Certificates of Obligation
February 19, 2019	City of Brady Council Meeting to Authorize Issuance of Certificates of Obligation and Approve Principal Forgiveness Agreements
March 21, 2019	Closing and Receipt of Funds

This funding timeline directly impacts the current completion deadline for reaching compliance under the above-mentioned docket number or administrative order. Due to the complexity of the entire project the City of Brady, with advisement of eHT, has elected to pursue a Construction Manager At Risk (CMAR) project management approach for construction of the radium reduction system consisting of groundwater treatment, pump station modifications, transmission pipelines and