



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 FEBRUARY 19, 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 February 19, 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 on February 5, 2019.
- B. Approval of Resolution 2019-008 for request to TXDOT for temporary street closure for 93rd Annual July Jubilee Parade (July 6, 2019).
- C. Authorizing the Mayor to sign a new Davee Subdivision *Lease with the Option to Purchase* the replatted Lot -15R Block 1 to Jeanette Tacker at \$4,680.00.
- D. Authorizing the Mayor to sign a new Davee Subdivision *Lease with the Option to Purchase* the replatted Lot 12R Block 1 to Harold Tacker at \$3,330.00.
- E. Authorizing the Mayor to sign a new Davee Subdivision *Lease with the Option to Purchase* the replatted Lot -13R Block 1 to Sammi Sanchez at \$3,210.00.
- F. Authorizing the Mayor to sign a new Davee Subdivision *Lease with the Option to Purchase* the replatted Lot -14R Block 1 to Sammi Sanchez at \$4,690.00.

5. PRESENTATION

Proclamation recognizing the 30th Annual Heart of Texas Country Music Festival

6. PUBLIC HEARING: (none)

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 ON ORDINANCE 1266 AUTHORIZING THE ISSUANCE OF \$10,830,000 "CITY OF BRADY, TEXAS COMBINATION TAX AND SURPLUS WATERWORKS AND SEWER SYSTEM REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019"; AUTHORIZING THE SALE THEREOF; ENACTING PROVISIONS INCIDENT AND RELATED TO THE ISSUANCE OF SAID CERTIFICATES (Drinking Water Treatment Project).
- B. Discussion, consideration and possible action ON RESOLUTION 2019-010 AUTHORIZING THE APPROVAL AND EXECUTION OF A GRANT AGREEMENT WITH THE TEXAS WATER DEVELOPMENT BOARD IN THE AMOUNT OF \$13,375,000; APPROVAL OF A RELATED ESCROW AGREEMENT AND OTHER MATTERS RELATED THERETO (Drinking Water Treatment Project).
- C. Discussion, consideration and possible action ON RESOLUTION 2019-011 CONCERNING A PRINCIPAL FORGIVENESS AGREEMENT WITH THE TEXAS WATER DEVELOPMENT BOARD IN THE APPROXIMATE AMOUNT OF \$4,700,000; ACCEPTING THE TERMS OF THE FINANCIAL ASSISTANCE FROM THE STATE AGENCY; AND, AUTHORIZING OFFICIALS OF THE CITY TO EXECUTE THE AGREEMENT (Drinking Water Treatment Project).
- D. Discussion, consideration, and possible action regarding approval of construction improvements in the amount of \$139,260.56 for "Airport Overhead Powerline" Section 2 and award of *Techline Construction, LLC* (equipment & labor) in the amount of \$96,863.77; and *Techline, Inc.* (material) in the amount of \$42,396.79.
- E. Discussion, consideration and possible action approving Resolution 2019-007 to apply for a Police Audio/Visual Equipment Grant from the Governor's Office to fund 100% of ten body cameras and eight in-car video systems (\$58,023.00 grant).
- F. Discussion, consideration, and possible action regarding Resolution 2019-009 to request TXDOT/City street closures for the Chamber of Commerce Inaugural Brady Farm to Table Fundraiser Dinner to be held on June 8, 2019.
- G. Discussion, consideration and possible action regarding Resolution 2019-006 adopting a City of Brady Standard Operating Procedure (SOP) Policy for Disposal of Surplus and Salvage.
- H. Discussion, consideration and possible action from the 3:30pm Council Work Session for goals, vision and budget 2020.
- I. Discussion, consideration and possible action regarding the first reading of Ordinance 1267 approving the Recodification of Ordinances as recommended by Franklin Legal Publishing.
- J. Discussion and summary of City Council action and if procedures and processes worked.

8. STAFF REPORTS

- A. January Monthly Activity Reports: Visit Brady Report, Sales Tax Receipts, Utility Reports, Seniors, Golf, BPD, Fire-EMS Calls, BVFD Expense Report, Animal Control, Airport, Code Enforcement, Chronic Code Complaints, and Structures Inhabited without Utilities
- B. Quarterly Report on Hotel Occupancy Tax (HOT) Receipts
- C. Upcoming Special Events/Meetings:
March – 15th – 23rd HOT Country Music Festival – 2 weeks
June 6 – 75th Anniversary of D-Day and Earl Rudder Statue Dedication
- D. Upcoming City Calendar:
Feb 21 – Airport Advisory Board
Feb 27 – GRW Joint City-County Steering Committee Mtg
March 5 – 6pm City Council Meeting
March 11 – 15 BISD Spring Break
March 27 – Annual Meeting for I-14 Coalition - Austin
Week of April 8 – Curbside Bulk Trash Pick-up

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 and 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.
- 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: Brady Lake.

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, February 5, 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, and City Secretary Tina Keys. Also in attendance were Jay May, Anita Ellison, and Matthew Clark.

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, Joint EDC Work Session and Joint County Commissioners Work Session all on January 22, 2019; and Special Joint EDC Meeting January 23, 2019.
- B. Authorize the Mayor to sign the *Assignment and Assumption Agreement* for the transfer of agreements for the city's drinking water project facilities and easement agreements between the City of Brady and Kathleen Winters now transferred to George and Amy Greer.
- C. Authorizing the Mayor to sign a new Davee Subdivision *Lease with the Option to Purchase* the replatted Lot 16R Block 1 to Michael Tacker at \$3,160.00.
- D. Authorizing the Mayor to sign a new Davee Subdivision *Lease with the Option to Purchase* the replatted Lot 17R Block 1 to Michael Tacker at \$3,010.00.

Council Member Griffin 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

There were no public hearings

7. INDIVIDUAL CONCERNS

- A. Discussion, consideration, and possible action regarding second and final 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. Kim Lenoir presented. Council Member Davis moved to approve the second and final reading of Ordinance 1263. Seconded by Council Member Garza. All Council

Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.

- B. Discussion, consideration, and possible action regarding Resolution 2019-005 to dissolve the HOT Tax Tourism Grant Committee established by City Council Resolution 2016-057. Kim Lenoir presented. Council Member Sutton moved to approve Resolution 2019-005. Seconded by Council Member Griffin. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.
- C. Discussion, consideration and possible action to authorize the Mayor to sign the Interlocal Agreement between the City of Brady and McCulloch County to share equipment to improve and maintain roads and infrastructure. Kim Lenoir presented. Council Member Sutton moved to authorize the Mayor to sign interlocal agreement. Seconded by Council Member Davis. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.
- D. Discussion and summary of City Council action and if procedures and processes worked. There was no discussion.

8. STAFF REPORTS

- A. **January Meetings** – Jan 3 GRW Joint City-County Steering Committee; Jan 7 – LEPC; Jan 17 Type A & B EDC Meeting; Jan 22 Joint City Council-EDC Work Session; and Jan 23 Special Joint City Council -EDC Meeting (Jan 22 & 23 minutes under 4.A.)
- B. **Update on Former Power Plant Action Plan for Remedy Standards** – TCEQ Agreed Final Judgement – Letter requesting more information. Council Member Jane Huffman requested a future Work Session to discuss this item and ERCOT regulations.
- C. **Upcoming Special Events/Meetings:**
Feb 8 – 12noon Ribbon Cutting for new Business - Mr. Touchdown Auto Detailing, 1005 S. Bridge St
Feb 9 – Hope from the Heart Annual Charity Event – Civic Center
Feb 13 – 11:30am – Chamber Good News Luncheon – Civic Center
March – 30th HOT Country Music Festival – 2 weeks
- D. **Upcoming City Calendar:**
Until Feb 15, 5pm – Accepting applications for Council Member 4 and 5 positions
Feb 16 – 8:30am to 2pm Type B EDC Board of Directors Training – Municipal Court Room
Feb 18 – City Offices Closed – In-service Training
Feb 19 – 3:30pm Council Work Session FY2020 Budget
Feb 19 – Regular City Council Meeting
Feb 27 – 1pm at AgriLife Office - GRW Joint City-County Steering Committee Mtg

9. ANNOUNCEMENTS

There were no announcements

10. ADJOURNMENT

There being no further business, the Mayor adjourned the meeting at 6:23 p.m.

Mayor Anthony Groves

Attest: _____
Tina Keys, City Secretary

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	02/19/2019	AGENDA ITEM	4. B.
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding Resolution 2019-008 to authorize TXDOT/City street closures for the 93rd Annual July Jubilee Parade to be held on July 6, 2019.		
PREPARED BY:	Tina Keys	Date Submitted:	02/13/2019
EXHIBITS:	Resolution 2019-008 Letter Map		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			
SUMMARY:	City Council must authorize closure of TXDOT streets within the City limits by Resolution. The Council resolution is required by TXDOT for the permit application review.		
RECOMMENDED ACTION:	Move to approve Resolution		

RESOLUTION 2019-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS TO ENTER INTO AN AGREEMENT WITH THE STATE OF TEXAS THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF FOUR-LANE US HIGHWAY 87 IN BRADY FROM MEMORY LANE AT RICHARDS PARK TO THE COURTHOUSE SQUARE, ALONG WITH TWO-LANE RANCH ROAD 714, AND TWO-LANE US HIGHWAY 190/AND HIGHWAY 377 AROUND THE COURTHOUSE SQUARE ON SATURDAY, JULY 6, 2019 FROM APPROXIMATELY 10:00 A.M. TO 11:00 A.M. FOR THE 93rd ANNUAL JULY JUBILEE PARADE.

WHEREAS, the City Council of the City of Brady in cooperation with the State of Texas for the safety and convenience of the traveling public request temporary closure of four lane US Highway 87 in Brady from Memory Lane at Richards Park to the courthouse square, along with two-lane Ranch Road 714, and two-lane US Highway 190/and Highway 377 around the courthouse square on Saturday, July 6, 2019 from approximately 10:00 a.m. to 11:00 a.m. for the 93rd Annual July Jubilee Parade; and

WHEREAS, the July Jubilee parade will be held within the City of Brady incorporated area from approximately 10:00 a.m. until 11:00 a.m. and the closure will be performed within the State's requirements; and

WHEREAS, all Northbound and Southbound traffic will be routed around the West side of the Square still allowing continuous access to all routes leading to and from the City of Brady; and

WHEREAS, law enforcement officers from the City of Brady Police Department and McCulloch County Sheriff's Office will be physically directing traffic through the City of Brady; and

WHEREAS, the parade is being held to promote Brady and McCulloch County and bring tourists to our community providing an economic boost to our hotels, restaurants, retail stores, and fuel providers.

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

The City Council enters into an agreement with the State of Texas through the Texas Department of Transportation for the temporary street closure of four lane US Highway 87 in Brady from Memory Lane at Richards Park to the courthouse square, along with two-lane Ranch Road 714, and two-lane US Highway 190/and Highway 377 around the courthouse square on Saturday, July 6, 2019 from approximately 10:00 a.m. to 11:00 a.m. for the 93rd Annual July Jubilee Parade

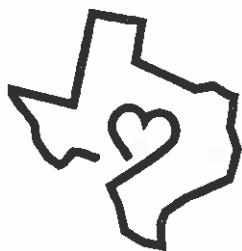
PASSED AND APPROVED this the _____ day of _____, 2019

CITY OF BRADY:

Anthony Groves, Mayor

Attest:

Tina Keys, City Secretary



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>

February 13, 2019

Elias Rmeili, P.E., District Engineer
Texas Department of Transportation
PO Box 1549
Brownwood, Texas 76801

Dear Mr. Rmeili,

The City of Brady, representing the Brady/McCulloch County Chamber of Commerce, respectfully requests the temporary closure of four-lane US Highway 87 in Brady from Memory Lane at Richards Park to the courthouse square, along with two-lane Ranch Road 714, and two-lane US Highway 190/ and Highway 377 around the courthouse square. All through lanes on these roads would be temporarily closed on Saturday, July 6, 2019 from approximately 10:00 a.m. to 11:00 a.m. for the 93rd Annual July Jubilee Parade.

Attached you will find a city map outlying the proposed route to be taken by the parade.

Law enforcement officers from the City of Brady Police Department and McCulloch County Sheriff's Office will be physically directing traffic through the City of Brady on the proposed routes outlined in green.

All preparations, before and after this event, will be done by local staff and volunteers. There will be no state equipment or manpower involved in this process. The parade is held to promote Brady and McCulloch County and brings tourists to our community for the weekend. This, in turn, will provide an economic boost our hotels, restaurants, retail stores, and fuel providers.

Approximately 3,000 people will attend the parade.

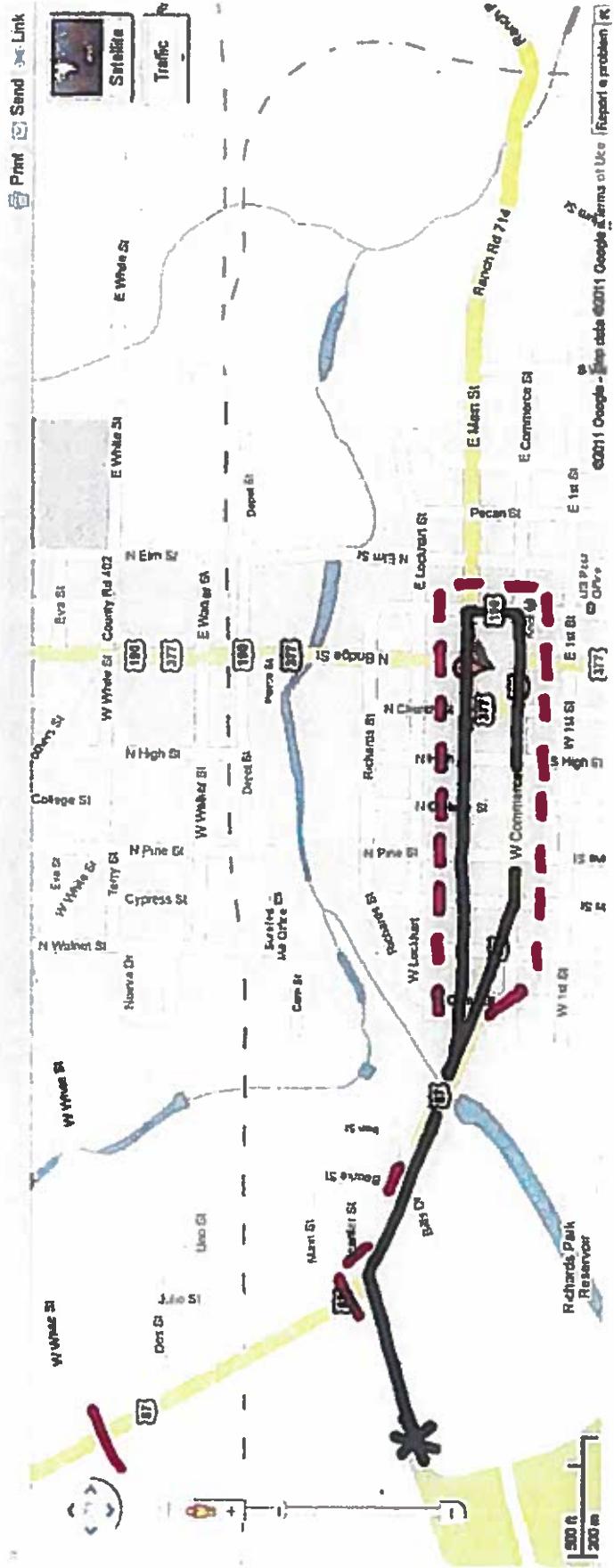
If you have any questions, problems, or concerns, please do not hesitate to contact me at (325) 597-2152.

Sincerely,

Dennis Jobe

Dennis Jobe
Director of Community Services

Enclosure(s)



PARADE ROUTE marked in GREEN

ROAD CLOSURES marked in RED

DETOURS

Southbound 377 / Westbound 190 – east on E. Lockhart St., south on N. Elm St., west on E. 1st St. to 377/190 (S. Bridge St.)

Northbound 377 / Eastbound 150 – east on E. 1st St., north on N. Elm St., west on E. Lockhart St. to 377/190 (N. Bridge St.)

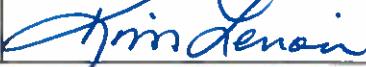
Southbound 87 - east on W. White St., south on N. Bridge St., east on E. Lochhart St., south on N. Elm St., west on E. 1st St. to 87

Westbound RR 714 - north on N. Elm St., OR south on E. Lockhart St. to N. Bridge St., west on E. 1st St. to S. Bridge St.

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	2-19-2019	AGENDA ITEM	4 C
AGENDA SUBJECT:	Authorizing the Mayor to sign a new Davee Subdivision <i>Lease with the Option to Purchase</i> the replatted Lot 15R Block 1 to Jeanette Tacker at \$4,680.00.		
PREPARED BY:	Dennis Jobe	Date Submitted:	2/13/2019
EXHIBITS:	Lease for Lot 15R to Jeanette Tacker at \$4,680.00.		
BUDGETARY IMPACT:	Required Expenditure:	\$0.00	
	Amount Budgeted:	\$0.00	
	Appropriation Required:	\$0.00	
CITY MANAGER APPROVAL:			

SUMMARY:

This action authorizes the Mayor to sign the attached Lease with the Option to Purchase.

Jeanette Tacker has current leased lots on this newly replatted lot in the Davee Subdivision.

On January 22, 2019 City Council approved the new *Lease with the Option to Purchase* and directed staff to offer the leases to the existing lessees.

RECOMMENDED ACTION:

Approve

Attachment A

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 ____11th____ day of February, 2019 between the City of Brady, hereinafter referred to a "Lessor" and Jeanette Tacker, 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. 15R In Block No.1 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 7 years commencing on the 11th day of February, 2019, and ending on 11th day of February, 2026 with the Option to purchase at any time during the 7 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 have the full right, authority and power to re-enter the premises and take possession, without further notice or legal 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.

Attachment A

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 \$ 4,680.00 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 personal 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.

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:

City of Brady

By: _____

Lessee:

By: Jeanett Tacker
Address: 124 Lohn
Brady Tx
Phone No. 456 6261

Attest: _____

Attest: Jeanett Tacker

STATE OF TEXAS)

STATE OF TEXAS)

COUNTY OF MCCULLOCH)

COUNTY OF MCCULLOCH)

SUBSCRIBED AND SWORN TO before
me, the undersigned authority on this the
____ day of _____, 20__.

SUBSCRIBED AND SWORN TO before
me, the undersigned authority on this the
14th day of February 2019
Jeanett Tacker

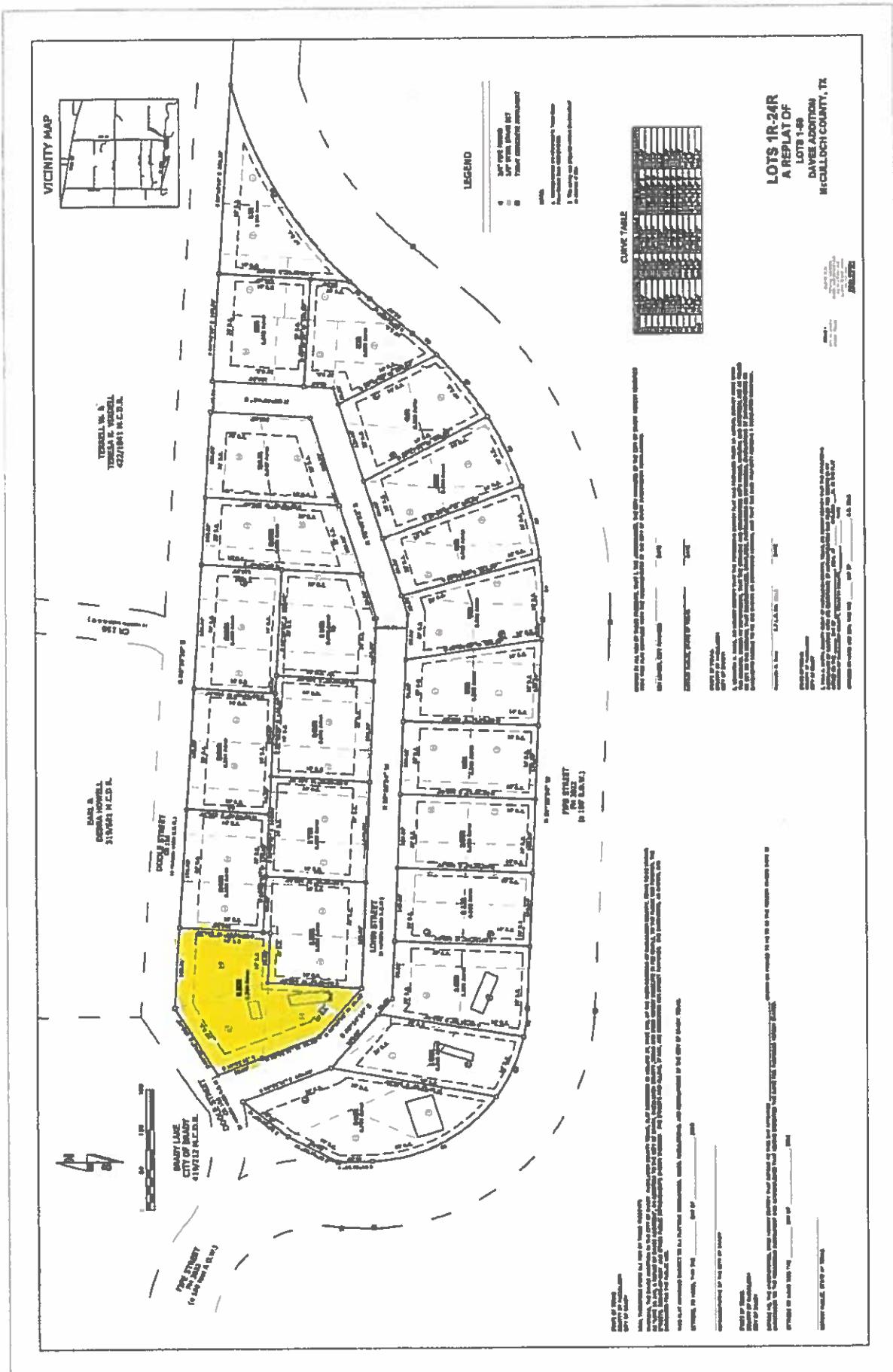
Attachment A

NOTARY PUBLIC State of Texas

Kathryn Meroney

NOTARY PUBLIC State of Texas





City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	2-19-2019	AGENDA ITEM	4 D
AGENDA SUBJECT:	Authorizing the Mayor to sign a new Davee Subdivision <i>Lease with the Option to Purchase</i> the replatted Lot 12R Block 1 to Harold Tacker at \$3,330.00.		
PREPARED BY:	Dennis Jobe	Date Submitted:	2/13/2019
EXHIBITS:	Lease for Lot 12R to Harold Tacker at \$3,330.00.		
BUDGETARY IMPACT:	Required Expenditure:	\$0.00	
	Amount Budgeted:	\$0.00	
	Appropriation Required:	\$0.00	
CITY MANAGER APPROVAL:			

SUMMARY:

This action authorizes the Mayor to sign the attached Leases with the Option to Purchase.

Harold Tacker has current leased lots on these newly replatted lots in the Davec Subdivision.

On January 22, 2019 City Council approved the new *Lease with the Option to Purchase* and directed staff to offer the leases to the existing lessees.

RECOMMENDED ACTION:

Approve

Attachment A

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 11th day of February, 2019 between the City of Brady, hereinafter referred to a "Lessor" and Harold Tacker, 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. 12R in Block No. 1 in the Davee Addition. See Exhibit A: Plat 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 7 years commencing on the 12th day of February, 2019, and ending on 12th day of February, 2026 with the Option to purchase at any time during the 7 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 have the full right, authority and power to re-enter the premises and take possession, without further notice or legal 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.

Attachment A

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 \$ \$3,330.00 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 personal 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.

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:

City of Brady

By: _____

Lessee:

By: Harold Tacker
Address: 2102 Fife ST
Brady TX 76825
Phone No. 325-456-0436

Attest: _____

Attest: Harold Tacker

STATE OF TEXAS)

STATE OF TEXAS)

COUNTY OF MCCULLOCH)

COUNTY OF MCCULLOCH)

SUBSCRIBED AND SWORN TO before
me, the undersigned authority on this the
____ day of _____ 20____

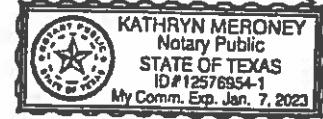
SUBSCRIBED AND SWORN TO before
me, the undersigned authority on this the

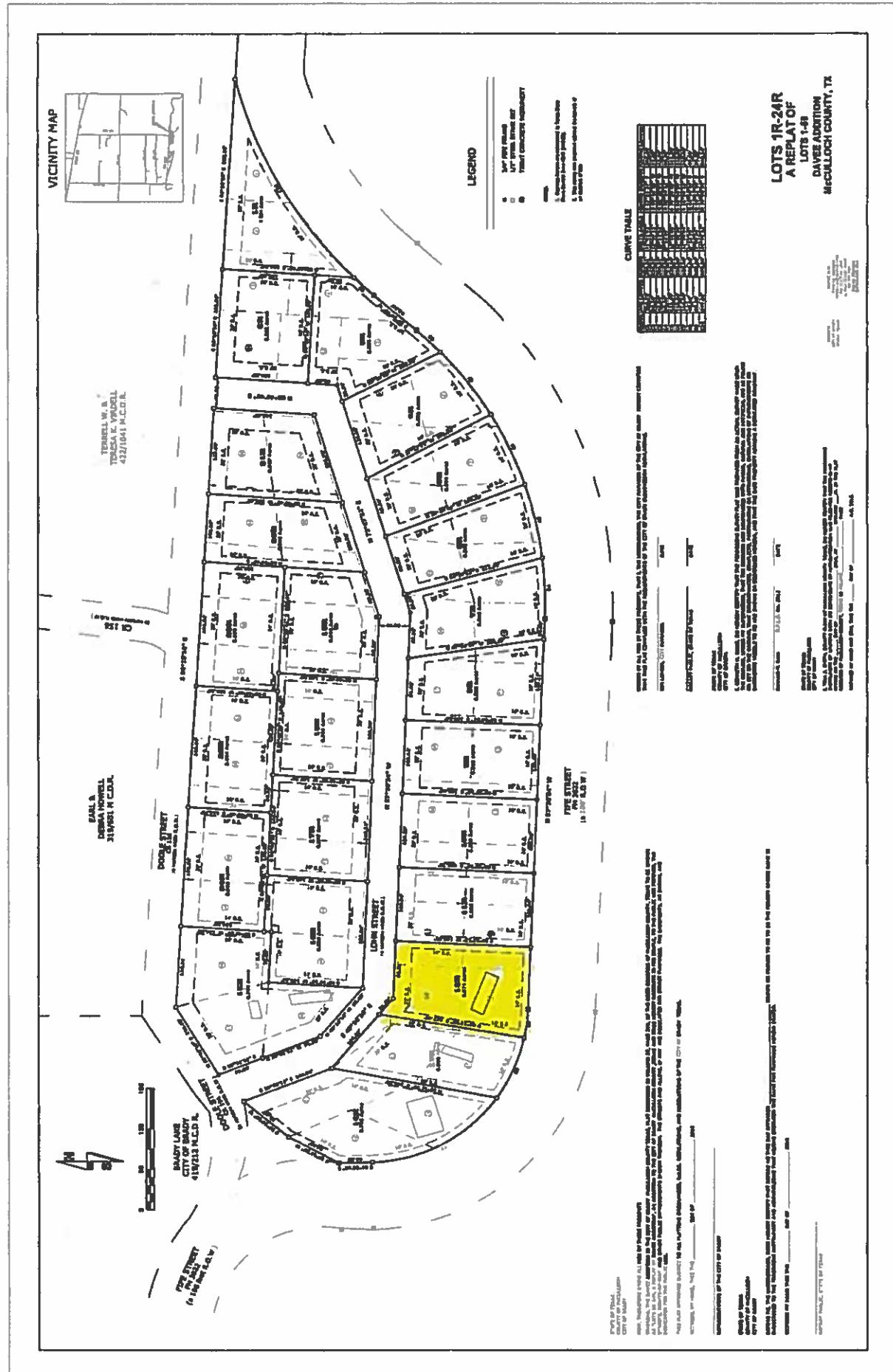
11th day of February 2019

Attachment A

NOTARY PUBLIC State of Texas

Kathryn M Meroney
NOTARY PUBLIC State of Texas





City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	2-19-2019	AGENDA ITEM	4 E & 4 F
AGENDA SUBJECT:	Authorizing the Mayor to sign a new Davee Subdivision <i>Lease with the Option to Purchase</i> the replatted Lot 13R Block 1 to Sammi Sanchez at \$3,210.00.		
	Authorizing the Mayor to sign a new Davee Subdivision <i>Lease with the Option to Purchase</i> the replatted Lot 14R Block 1 to Sammi Sanchez at \$4,690.00.		
PREPARED BY:	Dennis Jobe	Date Submitted:	2/13/2019
EXHIBITS:	Lease for Lot 13R to Sammi Sanchez \$3,210.00. Lease for Lot 14R to Sammi Sanchez \$4,690.00		
BUDGETARY IMPACT:	Required Expenditure:	\$0.00	
	Amount Budgeted:	\$0.00	
	Appropriation Required:	\$0.00	
CITY MANAGER APPROVAL:			
SUMMARY: This action authorizes the Mayor to sign the attached Leases with the Option to Purchase. Sammi has a letter see Attachment (B) from Lee Freeman transferring the lease and the existing manufactured home to her. Sammi Sanchez has current leased lots of this newly replatted lots in the Davee Subdivision. On January 22, 2019 City Council approved the new <i>Lease with the Option to Purchase</i> and directed staff to offer the leases to the existing leasses.			
RECOMMENDED ACTION: Approve			

Attachment A

THE STATE OF TEXAS

COUNTY OF McCULLOCH

Lease Agreement with Option to Purchase Real Estate

This Lease Agreement with Option to Purchase Real Estate is entered into this 14th day of February, 2019 between the City of Brady, hereinafter referred to as "Lessor" and Sammi Sanchez, 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. 13R in Block No. 1 in the Davee Addition. See Exhibit A: Plat 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 7 years commencing on the 12th day of February 2019, and ending on 14th day of February 2026 with the Option to purchase at any time during the 7 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 have the full right, authority and power to re-enter the premises and take possession, without further notice or legal 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.

Attachment A

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 \$ \$3,210.000 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.

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:

City of Brady

By: _____

Lessee:

By: Emmi Sanchez
Address: 2711 Santa Monica
Odessa TX 79764
Phone No. 432-530-16631

Attest: _____

Attest: S S _____

STATE OF TEXAS)

COUNTY OF MCCULLOCH)

STATE OF TEXAS)

COUNTY OF MCCULLOCH)

SUBSCRIBED AND SWORN TO before
me, the undersigned authority on this the
____ day of _____, 20____.

SUBSCRIBED AND SWORN TO before
me, the undersigned authority on this the
____ day of February, 20 19.

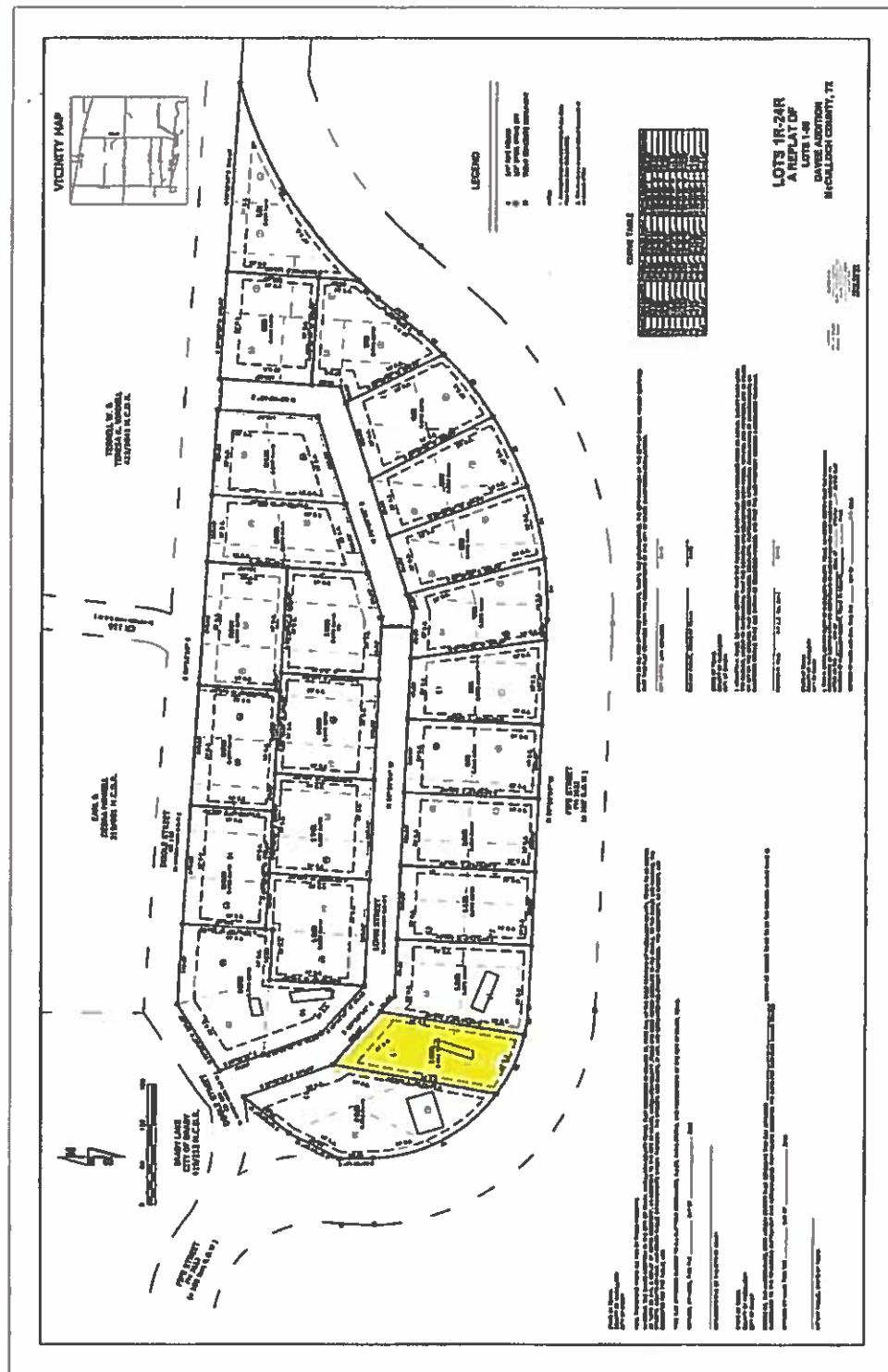
Attachment A

NOTARY PUBLIC State of Texas

Kathryn Meroney

NOTARY PUBLIC State of Texas





9836 W. 26th St
Odessa, TX 79763
(432) 381-0426

January 24, 2019

City of Brady
Attn: City Council
P.O. Box 351
201 E Main Street
Brady, TX 76825

Re: Lots 17 and 21, Block 1, DAVEE SUBDIVISION

Dear Council members,

I currently lease two lots at 121 Lohn. I assumed the lot lease on December 8, 2003, which was a fifty year lease and approved by the City Manager, Merle Taylor. I am interested in transferring the lease and the manufactured home situated thereon to Mr. & Mrs. Lee Sanchez, who have the lots next to mine. Mr. and Mrs. Sanchez are interested in renovating the home and maintaining said lots.

I ask that you grant permission to transfer these lots since I am not able to travel to Brady due to my wife's health.

Respectfully,

Lee Freeman



Attachment A

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 14th day of February, 2019 between the City of Brady, hereinafter referred to as "Lessor" and Sammi Sanchez, 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. 14R in Block No. 1 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 7 years commencing on the 12th day of February, 2019, and ending on 14th day of February, 2026 with the Option to purchase at any time during the 7 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 have the full right, authority and power to re-enter the premises and take possession, without further notice or legal 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.

Attachment A

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 \$ \$4,690.00 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 personal 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.

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:

City of Brady

By: _____

Lessee:

By: Sammi Sanchez
Address: 2711 Santa Monica
Odessa, Tx 79764
Phone No. 432-530 tele 31

Attest: _____

Attest: SJ

STATE OF TEXAS)

COUNTY OF MCCULLOCH)

STATE OF TEXAS)

COUNTY OF MCCULLOCH)

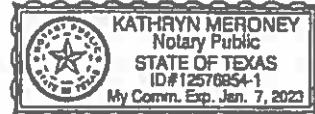
SUBSCRIBED AND SWORN TO before
me, the undersigned authority on this the
____ day of _____, 20__.

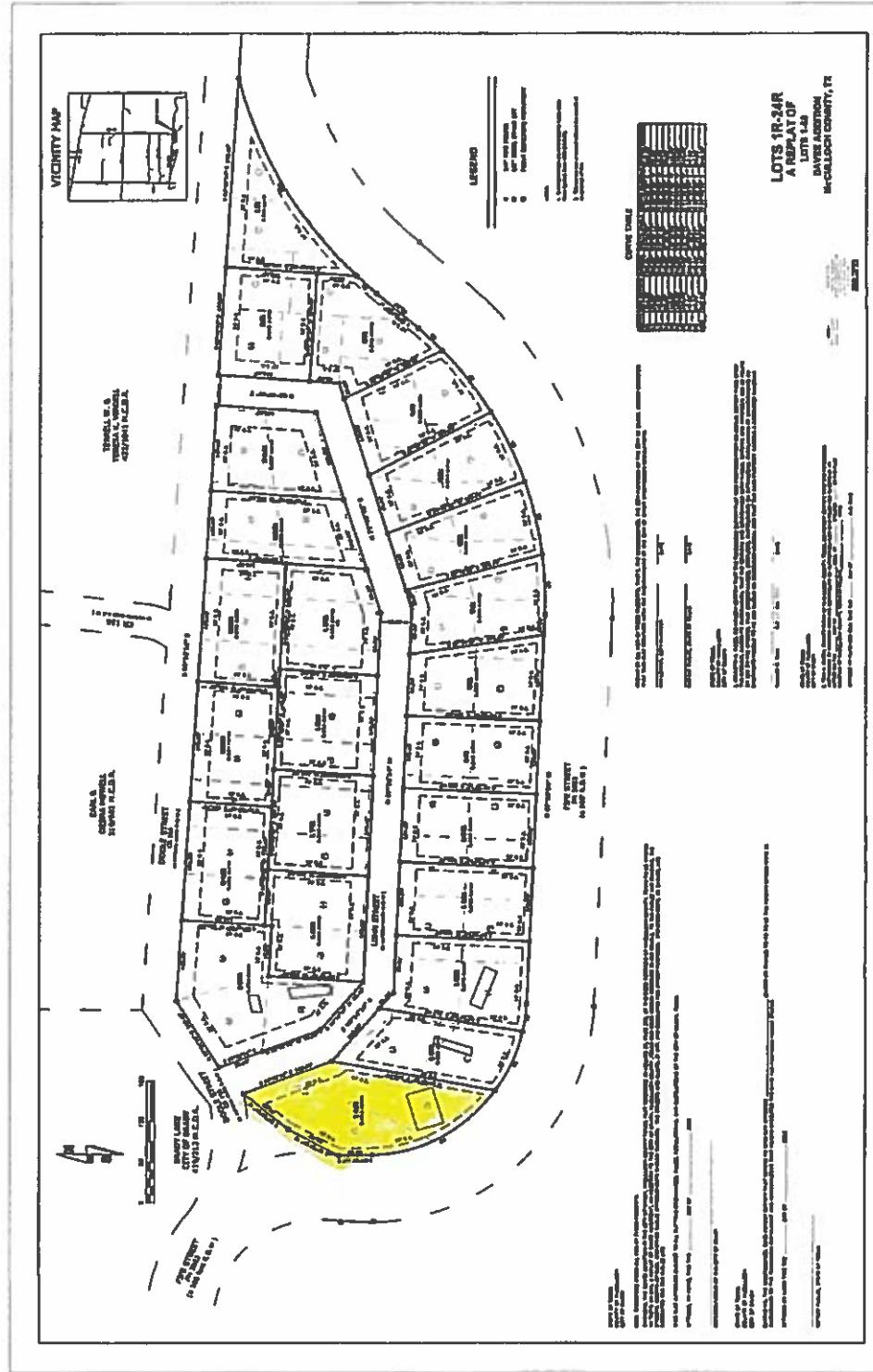
SUBSCRIBED AND SWORN TO before
me, the undersigned authority on this the
14th day of February 2019

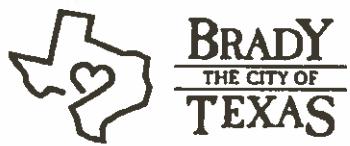
Attachment A

NOTARY PUBLIC State of Texas

NOTARY PUBLIC State of Texas







**Proclamation
Recognizing
HEART OF TEXAS COUNTRY MUSIC ASSOCIATION
MONTH**

Whereas, The Heart of Texas Country Music Association originated in Brady in 1989 as an outgrowth of the Hillbilly Hits Radio Show – a program devoted to fostering and promoting Traditional Country Music; and

Whereas, membership in the Heart of Texas Country Music Association has grown over those 30 years to currently include over 1,000 members around the world; and

Whereas, The Heart of Texas Country Music Association has built and maintains the Heart of Texas Music Museum which houses musical memorabilia from over 100 Country Music entertainers and draws visitors to the Brady and McCulloch County community from across our state and the nation; and

Whereas, The Heart of Texas Country Music Association hosts special events in Brady, Llano and various other locations that have brought hundreds of entertainers and thousands of visitors to the Heart of Texas area; and

Whereas, The Heart of Texas Country Music Association provided the impetus for the establishment of Heart of Texas Records which now ships over 10,000 locally produced Traditional Country Music CD's around the world each year and operates a recording studio in Brady; and

Whereas, The Heart of Texas Country Music Association is proudly commemorating its 30th anniversary over two weekends in March, 2019 at the Ed Davenport Civic Center with ten music venues being attended by over 4,000 visitors coming to Brady and McCulloch County from across the United States and around the world.

NOW, THEREFORE, BE IT PROCLAMED by, Anthony Groves, Mayor of the City of Brady that

March 2019

*be designated as **HEART OF TEXAS COUNTRY MUSIC ASSOCIATION MONTH** in Brady, Texas and urge the residents of our community and communities across the country to support the Heart of Texas Country Music Association.*

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City to be affixed this _____ day of _____ in the year _____.

*_____
Anthony Groves, Mayor*

**City Council
City of Brady, Texas**

Agenda Action Form for Ordinance

AGENDA DATE:	2-19-2019	AGENDA ITEM	7.A
AGENDA SUBJECT:	Discussion, consideration and possible action ON ORDINANCE 1266 AUTHORIZING THE ISSUANCE OF \$10,830,000 "CITY OF BRADY, TEXAS COMBINATION TAX AND SURPLUS WATERWORKS AND SEWER SYSTEM REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019"; AUTHORIZING THE SALE THEREOF; ENACTING PROVISIONS INCIDENT AND RELATED TO THE ISSUANCE OF SAID CERTIFICATES (Drinking Water Treatment Project).		
PREPARED BY:	Lisa Remini	Date Submitted:	2-14-2019
EXHIBITS:	Summary prepared by Hilltop Securities Financial Advisor Erick Macha Section 1208.028 of the Government Code Ordinance #1266		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			
SUMMARY: CO are a commonly used debt instrument that allows Council to issue debt for a critical public need on a shorter timeline rather than waiting for the next uniform election date on the calendar. The city has published a notice to issue debt twice, on 1-16-2019 and 1-30-2019 as mandated by law. The Texas Water Development Board (TWDB) has given the City of Brady a financial commitment to fund a loan amount at zero percent interest not to exceed \$10,830,000 through the Drinking Water State Revolving Fund program. Once the City bids out the construction project in early spring, the final loan amount will be established. The loan proceeds along with \$18,075,000 in grant funds from the TWBD will be used to fund the required estimated \$28.9 million improvements needed to correct EPA/TCEQ violations associated with the naturally occurring radium in the city's water system. This type of debt is in compliance with the City's Debt Management Policy adopted during the City's most recent budgeting cycle. This is the final "leg" of the City's efforts to comply with EPA/TCEQ driven rulings that mandate the levels of radium in drinking water at the lowest possible cost to the citizens of Brady. The City Council may approve the ordinance authorizing issuance of the stated COs on one reading at a single meeting. Section 1208.028 of the Government Code states that an issuer may authorize the sale of securities at a single meeting without the need for a subsequent meeting even if the city charter states otherwise.			

The City's Financial Advisor, Erick Macha of Hilltop Securities, will present a summary of the transaction. His team prepared the financial application to the TWDB and will guide the city through the debt issuance process.

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 the **first and final** reading of Ordinance 1266

AUTHORIZING THE ISSUANCE OF \$10,830,000 "CITY OF BRADY, TEXAS COMBINATION TAX AND SURPLUS WATERWORKS AND SEWER SYSTEM REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019"; AUTHORIZING THE SALE THEREOF; ENACTING PROVISIONS INCIDENT AND RELATED TO THE ISSUANCE OF SAID CERTIFICATES

City of Brady, Texas

Financing Through the Texas Water Development Board (TWDB)

February 19, 2019

Drinking Water State Revolving Fund (DWSRF) Program and Economically Distress Areas Program (EDAP)

- The City received funding commitment on December 14, 2018
 - Commitment expires June 30, 2019
- Commitment totaling \$28,905,000 in funding
 - \$13,375,000 Economically Distress Areas Program (EDAP) Grant
 - \$4,700,000 Drinking Water State Revolving Fund (DWSRF) Principal Forgiveness
 - \$10,830,000 Drinking Water State Revolving Fund (DWSRF) 0% Loan

Series 2019 DWSRF Financing Terms

\$10,830,000 Combination Tax and Surplus Waterworks and Sewer System Revenue Certificates of Obligation, Series 2019

- Closing date: 3/21/2019 (subject to change)
- Construction proceeds: \$10,522,056
- **True Interest Cost: 0%**
- First principal payment due (annual): 9/1/2021
- Final payment due: 9/1/2050
- Optional call feature: 3/1/2029 at par

City of Brady, Texas
Financing Through the Texas Water Development Board (TWDB)
February 19, 2019

A	B	C	D	E	F
					Existing
		Water/Sewer	Supported		Water/Sewer
FYE	Debt Service	Principal	Interest	P+I	Supported
2019	\$ 388,903	\$ -	\$ -	\$ -	\$ 388,903
2020	386,592	-	-	-	386,592
2021	388,950	330,000	-	330,000	718,950
2022	385,595	330,000	-	330,000	715,595
2023	382,793	330,000	-	330,000	712,793
2024	378,965	330,000	-	330,000	708,965
2025	210,000	370,000	-	370,000	580,000
2026	210,000	370,000	-	370,000	580,000
2027	210,000	370,000	-	370,000	580,000
2028	210,000	365,000	-	365,000	575,000
2029	210,000	365,000	-	365,000	575,000
2030	210,000	365,000	-	365,000	575,000
2031	210,000	365,000	-	365,000	575,000
2032		365,000	-	365,000	365,000
2033		365,000	-	365,000	365,000
2034		365,000	-	365,000	365,000
2035		365,000	-	365,000	365,000
2036		365,000	-	365,000	365,000
2037		365,000	-	365,000	365,000
2038		365,000	-	365,000	365,000
2039		365,000	-	365,000	365,000
2040		365,000	-	365,000	365,000
2041		365,000	-	365,000	365,000
2042		365,000	-	365,000	365,000
2043		365,000	-	365,000	365,000
2044		365,000	-	365,000	365,000
2045		365,000	-	365,000	365,000
2046		365,000	-	365,000	365,000
2047		365,000	-	365,000	365,000
2048		365,000	-	365,000	365,000
2049		365,000	-	365,000	365,000
2050		370,000	-	370,000	370,000
	\$ 3,781,798	\$ 10,830,000	\$ -	\$ 10,830,000	\$ 14,611,798

§ 1201.028. Single Meeting of Governing Body Sufficient, TX GOVT § 1201.028

Vernon's Texas Statutes and Codes Annotated

Government Code (Refs & Annos)

Title 9. Public Securities (Refs & Annos)

Subtitle A. General Provisions

Chapter 1201. Public Security Procedures Act (Refs & Annos)

Subchapter B. Issuance and Approval of Public Security

V.T.C.A., Government Code § 1201.028

§ 1201.028. Single Meeting of Governing Body Sufficient

Effective: September 1, 2001

Currentness

Notwithstanding any other law, including a provision in a municipal charter, the following actions taken at a meeting of the governing body of an issuer are effective immediately and a subsequent meeting is not required:

(1) a resolution, order, or ordinance calling an election to:

(A) authorize the issuance and sale of a public security; or

(B) approve the resources, revenue, or income of the issuer that may be pledged as security for a public security;

(2) a resolution, order, or ordinance canvassing the results of an election described by Subdivision (1); or

(3) a public security authorization.

Credits

Added by Acts 2001, 77th Leg., ch. 769, § 2, eff. Sept. 1, 2001.

V. T. C. A., Government Code § 1201.028, TX GOVT § 1201.028

Current through the end of the 2017 Regular and First Called Sessions of the 85th Legislature

End of Document

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ORDINANCE NO. 1266

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$10,830,000
"CITY OF BRADY, TEXAS COMBINATION TAX AND SURPLUS
WATERWORKS AND SEWER SYSTEM REVENUE CERTIFICATES OF
OBLIGATION, SERIES 2019"; AUTHORIZING THE SALE THEREOF;
ENACTING PROVISIONS INCIDENT AND RELATED TO THE
ISSUANCE OF SAID CERTIFICATES**

WHEREAS, on December 13, 2018, the Texas Water Development Board (the "Board") approved and authorized financial assistance in the amount of \$15,530,000 to the City of Brady, Texas (the "City") consisting of a loan in the amount of \$10,830,000 and a subsidy in the form of Principal Forgiveness in the amount of \$4,700,000 to finance the construction activities associated with improvements to the City's Water System pursuant to the Drinking Water State Revolving Fund; and

WHEREAS, in accordance with the provisions of the Texas Water Code and the approval of the City Council, such financial assistance is to be evidenced by the Board's purchase of obligations of the City payable from a combination of the levy and collection of a direct and continuing ad valorem tax, within the limits prescribed by law, on all taxable property within the City and the pledge of Surplus Net Revenues of the City's Waterworks and Sewer System; and

WHEREAS, the City Council determined that certificates of obligation should be issued in accordance with the provisions of the Certificate of Obligation Act of 1971, TEXAS LOCAL GOVERNMENT CODE, §§ 271.041, et seq. and the Texas Public Security Procedures Act, CHAPTER 1201, TEXAS GOVERNMENT CODE, for the purpose of paying contractual obligations to be incurred for the construction activities associated with improvements to the City's Water System, and the payment of professional services and costs of issuance related thereto; and

WHEREAS, notice of intention to issue said certificates of obligation has been published in *The Brady Standard-Herald*, a newspaper of general circulation in the City of Brady, Texas, on January 16, 2019 and January 23, 2019, respectively, the date of the first publication of such notice being before the thirtieth (30th) day prior to the tentative date stated therein for the passage of this ordinance; and

WHEREAS, on the 19th day of February, 2019, pursuant to the published notice of intention, the City Council of the City of Brady, Texas, convened to consider passage of an Ordinance (the "Ordinance") authorizing the issuance of said certificates of obligation; and

WHEREAS, the certificates of obligation should be sold for cash in accordance with the provisions of TEXAS LOCAL GOVERNMENT CODE § 271.052, as amended; and

WHEREAS, no petition protesting the issuance of the certificates of obligation described in the aforesaid notice, signed by at least 5% of the qualified electors of the City, has been presented to or filed with the City Secretary or any other City official on or prior to the date of the passage of this Ordinance; and

WHEREAS, this City Council hereby finds and determines that the above specified certificates of obligation described in said notice should be issued at this time;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

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

"Certificate" or "Certificates" means the certificates of obligation authorized to be issued by Section 3.01 of this Ordinance and designated as "City of Brady, Texas Combination Tax and Surplus Waterworks and Sewer System Revenue Certificates of Obligation, Series 2019," in the aggregate principal amount of \$10,830,000.

"City" means the City of Brady, Texas.

"City Council" means the City Council of the City of Brady, Texas.

"Closing Date" means the date of the initial delivery of and payment for the Certificates.

"Code" means the Internal Revenue Code of 1986, as amended, including the regulations and published rulings thereunder.

"Date of Delivery" means the date the Certificates are delivered to the Initial Purchaser in exchange for the payment for the Certificates.

"Dated Date" means February 15, 2019.

"Defeasance Securities" means (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to

investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent; or (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent.

"Designated Payment/Transfer Office" means the office of the Paying Agent which is designated for the presentment of the Certificates.

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

"DTC Participant" means any broker, dealer, bank, trust company, clearing corporation or certain other organizations with bonds credited to an account maintained on its behalf by DTC.

"Escrow Agent" means BOKF, NA, Dallas, Texas.

"Escrow Agreement" means the escrow agreement between the City and the Escrow Agent as provided in Article XIII of this Ordinance.

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

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

"Initial Certificate" means the initial certificate described in Sections 3.04(d) and 6.02(e) of this Ordinance.

"Initial Purchaser" means the Texas Water Development Board.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 2.05 of this Ordinance.

"Mayor" means the Mayor of the City of Brady, Texas.

"Owner" or "Registered Owner" means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

"Paying Agent/Registrar" means initially BOKF, NA, or any successor thereto as provided in this Ordinance.

"Register" means the register specified in Section 3.06(a) of this Ordinance.

"Surplus Net Revenues" means those revenues of the City's Waterworks and Sewer System available after deduction of the reasonable expenses of operation and maintenance of said System and payment of all debt service, reserve and other requirements with respect to all of the City's revenue bonds and other obligations, now outstanding or hereafter issued, that are payable from and secured by a lien on and pledge of all or part of the net revenues of said System.

"System" means the City's Waterworks and Sewer System.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of the principal of the Certificates as the same comes due and payable and remaining unclaimed by the Owners of Certificates for 90 days after the applicable payment or redemption date.

Section 1.02. Findings. The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles and Headings. The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

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

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

SECURITY FOR THE CERTIFICATES
CREATION OF FUNDS

Section 2.01. Tax Levy for Payment of Certificates. Pursuant to the authority granted by the Constitution and laws of the State of Texas, there shall be levied and there is hereby levied for the current year and each succeeding year thereafter while the Certificates are outstanding and unpaid, an ad valorem tax within legal limitations on each \$100 valuation of taxable property in the City, at a rate sufficient within the limits prescribed by law to pay the debt service requirements on the Certificates, being a

sinking fund for their payment at maturity or a sinking fund of two percent (2%) per annum (whichever amount is the greater), when due and payable, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the debt service requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Interest and Sinking Fund. This governing body hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the debt service requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding obligations.

The amount of taxes to be provided annually for the payment of principal of the Certificates shall be determined and accomplished in the following manner:

(a) The City's annual budget shall reflect the amount of debt service requirements to become due on the Certificates in the next succeeding Fiscal Year of the City.

(b) The amount required to be provided in the succeeding Fiscal Year of the City from ad valorem taxes shall be the amount of the debt service requirements to be paid on the Certificates in the next succeeding Fiscal Year of the City.

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

If the liens and provisions of this Ordinance shall be released in a manner permitted by Article XI hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Certificates, there shall be subtracted the amount of any Certificates that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

Section 2.02. Revenue Pledge. The Certificates are additionally secured by and shall be payable from a pledge of the Surplus Net Revenues of the City's Waterworks and Sewer System, such pledge authorized pursuant to Chapter 1502, Texas Government Code.

Section 2.03. Reduction in Tax Levy. Notwithstanding the requirements of Section 2.01:

(a) if Surplus Net Revenues are actually on deposit in the Interest and Sinking

Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would be required to be levied pursuant to Section 2.01 may be reduced to the extent and by the amount of the Surplus Net Revenues then on deposit in the Interest and Sinking Fund; or

(b) if the City elects to budget for the revenues to reduce the amount of taxes required to be levied, then

- (i) The City shall transfer and deposit in the Interest and Sinking Fund each month an amount of not less than 1/12th of the annual debt service on the Certificates until the amount on deposit in the Interest and Sinking Fund equals the amount required for annual debt service on the Certificates; further, that the City shall not transfer any funds from the System to any fund other than the Interest and Sinking Fund until such time as an amount equal to the annual debt service on the Certificates for the then-current fiscal year has been deposited in the Interest and Sinking Fund;
- (ii) That for each year that the Certificates are outstanding, and prior to the time taxes are to be levied for such year, the City shall establish, adopt, and maintain an annual budget that provides for either the monthly deposit of sufficient Surplus Net Revenues and/or tax revenues, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, or a combination thereof, into the Interest and Sinking Fund for the repayment of the Certificates; and
- (iii) The City shall at all times maintain and collect sufficient System rates and charges in conjunction with any other legally available funds that, after payment of the costs of operating and maintaining the System, produce revenues in an amount not less than 1.10 times the debt service requirements of all outstanding obligations of the City and other obligations of the City which are secured in whole or in part by a pledge of revenues of the System, for which the City is budgeting the repayment of such obligations from the revenues of the System, or the City shall provide documentation which evidences the levy and collection of an ad valorem tax rate dedicated to the Interest and Sinking Fund, in conjunction with any other legally available funds, sufficient for the repayment of System debt service requirements.

Section 2.04. Effect of Pledge. Chapter 1208, Texas Government Code, applies to the issuance of the Certificates and the pledge of the taxes and revenues granted by the City under this Article II, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the taxes and revenues granted by the City under Sections 2.01

and 2.02 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Registered Owner of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.05. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Brady, Texas Combination Tax and Surplus Waterworks and Sewer System Revenue Certificates of Obligation, Series 2019 Interest and Sinking Fund" (the "Interest and Sinking Fund"), said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

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

Section 2.06. Construction Fund.

(a) Establishment of Construction Fund. A special fund or account, to be designated the "City of Brady, Texas Combination Tax and Surplus Waterworks and Sewer System Revenue Certificates of Obligation, Series 2019 Construction Fund" (the "Construction Fund") is hereby created and shall be established and maintained by the City at the official City depository. The Construction Fund shall be kept separate and apart from all other funds and accounts of the City. The proceeds from the sale of the Certificates shall be deposited first into the Escrow Account, as provided in Section 13.03, prior to transfer to the Construction Fund and payments therefrom shall be made as provided below.

(b) Payments from Construction Fund. Payments from the Construction Fund shall be used solely for the purpose of paying contractual obligations to be incurred for the construction activities associated with improvements to the City's Water System, and the payment of professional services and costs of issuance related thereto.

(c) Surplus Construction Funds. Any moneys remaining in the Construction Fund after completion of the entirety of the construction activities associated with improvements to the City's Water System, and the payment of professional services and costs of issuance related thereto, shall be deposited into the Interest and Sinking Fund.

Section 2.07. Security of Funds. All moneys on deposit in the Interest and Sinking Fund and the Construction Fund for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas in the

Public Funds Collateral Act, Chapter 2257, Texas Government Code, as amended, for the security of City funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

ARTICLE III

AUTHORIZATION: GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.01. Authorization. The City's certificates of obligation to be designated "City of Brady, Texas Combination Tax and Surplus Waterworks and Sewer System Revenue Certificates of Obligation, Series 2019" (the "Certificates"), are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas. The Certificates shall be issued in the aggregate principal amount of \$10,830,000 for the purpose of paying contractual obligations to be incurred for construction activities associated with improvements to the City's Water System, and the payment of professional services and costs of issuance related thereto.

Section 3.02. Date, Denomination and Maturities.

(a) The Certificates shall be dated February 15, 2019 and shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Certificate, which shall be numbered T-1.

(b) The Certificates shall mature on September 1 in the years and in the principal amounts set forth in the following schedule:

<u>Year of Maturity</u>	<u>Principal Installments</u>	<u>Interest Rate</u>
2021	\$330,000	0.00%
2022	330,000	0.00%
2023	330,000	0.00%
2024	330,000	0.00%
2025	370,000	0.00%
2026	370,000	0.00%
2027	370,000	0.00%
2028	365,000	0.00%
2029	365,000	0.00%
2030	365,000	0.00%
2031	365,000	0.00%
2032	365,000	0.00%
2033	365,000	0.00%
2034	365,000	0.00%
2035	365,000	0.00%
2036	365,000	0.00%

2037	365,000	0.00%
2038	365,000	0.00%
2039	365,000	0.00%
2040	365,000	0.00%
2041	365,000	0.00%
2042	365,000	0.00%
2043	365,000	0.00%
2044	365,000	0.00%
2045	365,000	0.00%
2046	365,000	0.00%
2047	365,000	0.00%
2048	365,000	0.00%
2049	365,000	0.00%
2050	370,000	0.00%

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of and redemption premium, if any, on the Certificates shall be paid in lawful money of the United States of America.

(b) The principal of each Certificate shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar, which shall initially be BOKF, NA, Dallas, Texas.

(c) Notwithstanding anything in this Section to the contrary, payment to the Texas Water Development Board will be done by wire transfer at no cost to the Texas Water Development Board for so long as the Texas Water Development Board is Owner of the Certificates.

(d) If the date for the payment of the principal of the Certificates shall be a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, a legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

Section 3.04. Control, Execution and Initial Registration.

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

Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

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

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

(d) On the Closing Date, one Initial Certificate representing the entire principal amount of all Certificates, payable in stated installment to the Initial Purchaser, or its designee, manually signed by the Mayor and City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Initial Purchaser or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall insert the Date of Delivery in the appropriate blank on the face of the Initial Certificate and then shall cancel the Initial Certificate and deliver registered definitive Certificates in accordance with instructions received from the Initial Purchaser or its designee.

Section 3.05. Ownership.

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

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

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

(b) Registration of any Certificate may be transferred in the Register only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of the Certificates, or any portion thereof in any integral multiple of \$5,000, to the assignee or assignees thereof, and the right of such assignee or assignees thereof to have the Certificate or any portion thereof registered in the name of such assignee or assignees. No transfer of any Certificate shall be effective until entered in the Register. Upon assignment and transfer of any Certificate or portion thereof, a new Certificate or Certificates will be issued by the Paying Agent/Registrar in conversion and exchange for such transferred and assigned Certificate. To the extent possible, the Paying Agent/Registrar will issue such new Certificate or Certificates in not more than three (3) business days after receipt of the Certificate to be transferred in proper form and with proper instructions directing such transfer.

(c) Any Certificate may be converted and exchanged only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the Owner or assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantees of signatures satisfactory to the Paying Agent/Registrar, for a Certificate or Certificates of the same maturity and in any authorized denomination and in an aggregate principal or maturity amount equal to the unpaid principal or maturity amount of the Certificate presented for exchange. If a portion of any Certificate is redeemed prior to its scheduled maturity as provided herein, a substitute Certificate or Certificates having the same maturity date, in the denomination or denominations of any integral multiple of \$5,000 at the request of the Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Owner upon surrender thereof for cancellation. To the extent possible, a new Certificate or Certificates will be required to be delivered by the Paying Agent/Registrar to the Owner of the Certificate or Certificates in not more than three (3) business days after receipt of the Certificate to be exchanged in proper form and with proper instructions directing such exchange.

(d) Each Certificate issued in exchange for any Certificate or portion thereof assigned, transferred or converted shall have the same principal maturity date as the Certificate for which it is being exchanged. Each substitute Certificate shall bear a letter

and/or number to distinguish it from each other Certificate. The Paying Agent/Registrar shall convert and exchange the Certificates as provided herein, and each substitute Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such substitute Certificate is delivered.

(e) The City will pay the Paying Agent/Registrar's reasonable and customary charge for the initial registration or any subsequent transfer, exchange or conversion of Certificates, but the Paying Agent/Registrar will require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, exchange or conversion of a Certificate. In addition, the City hereby covenants with the Owners of the Certificates that it will (i) pay the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of the Certificates, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer, registration, conversion and exchange of Certificates as provided herein.

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

Section 3.07. Cancellation.

(a) All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be canceled and destroyed upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall periodically furnish the City with certificates of destruction of such Certificates.

(b) Each substitute Certificate issued in conversion of and exchange for or replacement of (pursuant to the provisions of Sections 3.06, 3.08 and 3.09 hereof) any Certificate or Certificates issued under this Ordinance shall have printed thereon a Certificate of Paying Agent/Registrar, in the form hereinafter set forth. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, manually sign and date such Certificate of Paying Agent/Registrar, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate of Paying Agent/Registrar is so executed. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the foregoing conversion and exchange or replacement of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution

and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be of customary type and composition and be printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to CHAPTER 1201, TEXAS GOVERNMENT CODE, the duty of conversion and exchange or replacement of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Certificate of Paying Agent/Registrar, the converted and exchanged or replaced Certificates shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Initial Certificate which was originally delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(c) Certificates issued in conversion and exchange or replacement of any other Certificate or portion thereof (i) shall be issued in fully registered form, without interest coupons, with the principal of such Certificates to be payable only to the Owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of the Certificates shall be payable, all as provided, and in the manner required or indicated, in the Form of Certificates set forth in this Ordinance.

Section 3.08. Temporary Certificates.

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

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

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

Section 3.09. Replacement Certificates.

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

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

- (i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Certificate;
- (ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar, and acceptable to the City, to save the Paying Agent/Registrar and the City harmless;
- (iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and
- (iv) satisfies any other reasonable requirements imposed by the City and Paying Agent/Registrar.

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

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

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

Section 3.10. Book-Entry-Only System.

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

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

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry-Only System. The City shall not discontinue the use of book-entry only system through DTC without prior written approval from the TWDB. In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter by and between the City, the Paying Agent/Registrar and DTC (the "Representation Letter"), and that it is in the best interest of the Owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended; notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts, as identified by DTC. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and premium, if any, on such Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 3.13. Additional Obligations. The City reserves the right to issue any additional obligations authorized by law and such obligations may be payable from ad valorem taxes within the limits prescribed by law. The City further reserves the right to issue any additional obligations secured by the Surplus Net Revenues of the City's Waterworks and Sewer System, which is senior to the lien and pledge securing payment of the Certificates.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01. Limitation on Redemption. The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02. Optional Redemption.

(a) The City reserves the option to redeem Certificates maturing on and after September 1, 2029, in whole or in part, and if less than in whole, in inverse order of the maturities outstanding at the time of such redemption, before their respective scheduled

maturity dates, on March 1, 2029, or on any date thereafter, at a price equal to the principal amount of the Certificates called for redemption.

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

Section 4.03. Partial Redemption.

(a) If less than all of the Certificates are to be redeemed and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Certificates, or portions thereof, within such maturity to be redeemed.

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

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

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.04. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by first class United States mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register.

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

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

Section 4.05. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust such amounts received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of and redemption premium, if any, on the Certificates being redeemed.

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

Section 4.06. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.04 of this Ordinance, the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof.

Section 4.07. Lapse of Payment.

(a) Money set aside for the redemption of Certificates and remaining unclaimed by the Owners of such Certificates after the redemption date shall be segregated in a special escrow account and held in trust, uninvested, without interest, for the account of such Owners.

(b) Amounts held by the Paying Agent, which represent principal of the Certificates remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable, shall be reported and disposed of by the Paying Agent in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the TEXAS PROPERTY CODE, as amended.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

(a) The City hereby appoints BOKF, NA, as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein

provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

(b) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in the Ordinance.

Section 5.02. Qualifications. Each Paying Agent/Registrar shall be (i) a banking corporation, a banking association or a financial institution organized and doing business under the laws of the United States or of any state thereof, (ii) authorized under such laws to exercise trust powers, (iii) subject to supervision or examination by a federal or state governmental authority, and (iv) a DTC Participant.

Section 5.03. Maintaining Paying Agent/Registrar.

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

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

Section 5.04. Termination. The City, upon not less than sixty (60) days notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

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

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

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

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.01. Form Generally.

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

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

(c) The Certificates shall be typed, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

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

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

(a) Form of Certificate.

REGISTERED

REGISTERED

No. R-__

\$ _____

United States of America
State of Texas
CITY OF BRADY, TEXAS
COMBINATION TAX AND SURPLUS
WATERWORKS AND SEWER SYSTEM REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2019

Dated Date: Interest Rate: Stated Maturity: CUSIP No.:

February 15, 2019 0.00% September 1, 20__

Date of Delivery:

Registered Owner:

Principal Amount: DOLLARS

CITY OF BRADY, STATE OF TEXAS (the "City"), for value received, hereby promises to pay to the order of the Registered Owner named above, or registered assigns, on the Maturity Date specified above, the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption).

THE PRINCIPAL OF THIS Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the Certificate of Paying Agent/Registrar appearing hereon.

IF THE DATE FOR THE PAYMENT of the principal on this Certificate shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE IS ONE OF A SERIES of fully registered certificates specified in the title hereof issued in the aggregate principal amount of \$10,830,000 (herein referred to as the "Certificates"), issued pursuant to a certain ordinance of the

City (the "Ordinance") for the purpose of paying contractual obligations incurred for the construction activities associated with improvements to the City's Water System, and the payment of professional services and costs of issuance related thereto.

THE CERTIFICATES are payable from the levy of a direct and continuing ad valorem tax, within the limits prescribed by law, against all taxable property in the City, and from a pledge of Surplus Net Revenues (as defined in the Ordinance) from the City's Waterworks and Sewer System.

THE CITY HAS RESERVED THE OPTION TO REDEEM the Certificates maturing on or after September 1, 2029, in whole or in part, and if less than in whole, in inverse order of the maturities outstanding at the time of such redemption, in principal amounts of \$5,000 or any integral multiple thereof, on March 1, 2029, or on any date thereafter, at a price equal to the principal amount of the Certificates called for redemption. If less than all of the Certificates are to be redeemed and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Certificates, or portions thereof, within such maturity to be redeemed.

NOTICE OF SUCH REDEMPTION or redemptions shall be given by first class mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Registered Owner of each of the Certificates to be redeemed in whole or in part. Notice having been so given, the Certificates or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice, and from and after such date, notwithstanding that any of the Certificates or portions thereof so called for redemption shall not have been surrendered for payment.

AS PROVIDED IN THE ORDINANCE, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar, and, thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations and for the same aggregate principal amount will be issued to the designated transferee or transferees.

THE CITY, THE PAYING AGENT/REGISTRAR, and any other person may treat the person in whose name this Certificate is registered as the Registered Owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Certificate be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

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

have been made for the levy and collection annually of taxes upon all taxable property in said City sufficient within the limits prescribed by law, and a pledge of the Surplus Net Revenues of the Waterworks and Sewer System to provide for the payment of the principal as the same matures; and that the total indebtedness of the City, including the Certificates, does not exceed any constitutional or statutory limitation.

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

Mayor
City of Brady, Texas

**City Secretary
City of Brady, Texas**

[CITY SEAL]

(b) Form of Comptroller's Registration Certificate.

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

I hereby certify that there is on file and of record in my office an opinion of the Attorney General of the State of Texas to the effect that this Certificate has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that this Certificate has this day been registered by me.

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

[SEAL]

**Comptroller of Public Accounts
of the State of Texas**

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

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

CERTIFICATE OF PAYING AGENT/REGISTRAR

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

BOKF, NA
Dallas, Texas
As Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

(Please print or typewrite name and address, including zip code, of Transferee) /

(Please insert Social Security or Taxpayer Identification Number) the within Certificate and all rights thereunder,

and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the Registered Owner as it appears on the face of the within Certificate in every particular and must be guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers

(e) Form of Initial Certificate.

Heading and paragraph one shall be amended to read as follows:

REGISTERED

No. T-1

\$10,830,000

United States of America
State of Texas
CITY OF BRADY, TEXAS
COMBINATION TAX AND SURPLUS
WATERWORKS AND SEWER SYSTEM REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2019

DATED DATE:

CUSIP NUMBER:

February 15, 2019

Date of Delivery: _____

Registered Owner: TEXAS WATER DEVELOPMENT BOARD

Principal Amount: TEN MILLION EIGHT HUNDRED THIRTY THOUSAND DOLLARS

CITY OF BRADY, STATE OF TEXAS (the "City"), for value received, hereby promises to pay to the order of the Registered Owner named above, or registered assigns, on the Maturity Date specified above, the Principal Amount hereinabove stated on September 1 in the years and in principal installments in accordance with the following schedule:

<u>Year of Maturity</u>	<u>Principal Installments</u>	<u>Interest Rate</u>
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(Information to be inserted from
Section 3.02(b) to the Ordinance.)

(or so much principal thereof as shall not have been prepaid prior to maturity). Principal installments of this Certificate are payable as reflected on Schedule A to the Registered Owner hereof by BOKF, NA (the "Paying Agent/Registrar"), upon presentation and surrender, at its Designated Payment/Transfer Office in Dallas, Texas. All payments of principal of and premium, if any, on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. At Closing, the Paying Agent/Registrar shall complete the

Initial Certificate by inserting the actual Date of Delivery to the Initial Purchaser in the appropriate blank on the face of the Initial Certificate.

Section 6.03. CUSIP Registration. The City may secure identification numbers ("CUSIP Numbers") and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP Numbers on the Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP Numbers incorrectly printed on the Certificates.

Section 6.04. Legal Opinion. The approving legal opinion of Bickerstaff Heath Delgado Acosta LLP, Bond Counsel, may be printed on the reverse side of each Certificate, which may be executed in facsimile, or may be attached to each Certificate.

ARTICLE VII

INVESTMENTS

Section 7.01. Investments.

(a) Money in the Construction Fund and the Interest and Sinking Fund, at the option of the City, may be invested in such securities or obligations as permitted under the Public Funds Investment Act, Chapter 2256, Texas Government Code.

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

(c) The loan proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Chapter 2256, Government Code (the "PFIA"), and the Public Funds Collateral Act, Chapter 2257, Government Code (the "PFCA").

Section 7.02. Investment Income. Interest and income derived from investment of the Interest and Sinking Fund and the Construction Fund shall be credited to the respective fund.

ARTICLE VIII

PARTICULAR REPRESENTATIONS AND COVENANTS

8.01. Rates. The City further covenants and agrees that it will at all times charge, and collect for services rendered by the System, rates sufficient to pay all the operating, maintenance, depreciation, replacement and betterment expenses, and other costs deductible in determining "Surplus Net Revenues", as herein defined, and in lieu of tax revenues, to produce Surplus Net Revenues in an amount not less than the amounts required to accumulate and maintain the associated debt service requirements.

8.02. Maintenance and Operation; Insurance. While any of the Certificates are outstanding, the City covenants and agrees to maintain the System in good condition and operate the same in an efficient manner and at reasonable expense, and to maintain adequate insurance coverage on the System, customarily carried by political subdivisions of the State of Texas operating similar properties in an amount adequate to protect the Board's interest.

8.03. Accounts and Fiscal Year. The City will maintain accurate records and accounts in accordance with generally accepted accounting principles (GAAP) as required under 33 U.S.C. § 1382 et seq. and 31 TAC 371.70(a)(2)(L). The City shall keep the books of records and accounts separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the System, and shall have said books audited once each fiscal year by a certified public accountant. The City agrees to operate the System and keep their books of record and accounts pertaining thereto on the basis of its current fiscal year; provided, however, that the City Council may change such fiscal year by ordinance duly passed, if such change is deemed necessary by the City Council.

8.04. Accounting Reports. The City will furnish each year, within 180 days after the end of each fiscal year, to the Texas Water Development Board as long as the State owns any of the Certificates a copy of its audit in accordance with generally accepted auditing standards as required under 31 TAC 371.70(a)(2)(M). As required during construction, the City shall submit outlay reports with sufficient documentation on costs on a quarterly or monthly basis in accordance with the Board's outlay report guidelines. Further, the City shall provide the Board with all information required to be reported in accordance with the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252. The City shall obtain a Data Universal Numbering System (DUNS) Number and shall register with System for Award Management (SAM), and maintain current registration at all times during which the Certificates are outstanding.

8.05. Covenant to Comply with Rules and Regulations of Texas Water Development Board. That in compliance with the published rules and regulations of the Board, the City agrees and covenants that upon completion of the project to be financed

with the proceeds of the Certificates issued for the construction activities associated with improvements to the City's Water System, the proper officials of the City shall cause to be prepared and submitted to the Board (i) a final accounting of the total costs of the project and the expenditure of funds therefor, and (ii) a copy of the construction plans for the project as built and completed. In addition to other information required by the Board, said final accounting shall identify (i) all funds utilized or represented to be available in the City's application from whatever source derived, and (ii) all project costs contained and approved in the City's application to the Board or approved in subsequent change orders.

The City shall use any loan proceeds from the Certificates that are determined to be remaining unused funds, which are those funds unspent after the original approved project is completed, for enhancements to the original project that are explicitly approved by the Executive Administrator or if no enhancements are authorized by the Executive Administrator, requiring the City to submit a final accounting and disposition of any unused funds. The City shall use any loan proceeds from the Certificates that are determined to be surplus proceeds remaining after completion of the project for the following purposes as approved by the Executive Administrator: (1) to redeem, in inverse annual order, the Certificates owned by the Board; (2) deposit into the Interest and Sinking Fund or other debt service account for the payment of principal on the Certificates owned by the Board; or (3) deposit into a reserve fund. The City further covenants and agrees that (i) all proceeds of sale of the Certificates shall be deposited in a "City of Brady, Texas Combination Tax and Surplus Waterworks and Sewer System Revenue Certificates of Obligation, Series 2019 Construction Fund" hereby created and established with the City's depository bank, and (ii) all funds deposited in such Fund shall be disbursed only for the project the Certificates are being issued to finance and, as is appropriate, in accordance with the provisions of Chapters 15, 16 or 17 of the Texas Water Code.

The City further agrees and covenants to comply with all applicable laws of the State of Texas and all applicable rules and policies of the Board with respect to the construction of the project and the loan of funds to the City by the Board evidenced by the Certificates.

The City further agrees and covenants to:

- (a) adopt and implement an approved water conservation plan;
- (b) abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by 31 TAC § 371.4 and related State Revolving Fund Policy Guidelines;
- (c) comply with Davis-Bacon Act prevailing wage requirements; and
- (d) return any principals forgiveness funds associated with the project that are determined to be surplus funds in a manner determined by the Executive Administrator.

8.06. Environmental Indemnification. To the extent permitted by law, the City agrees to indemnify, hold harmless and protect the Board from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the project.

8.07. Timely and Expedited Project Implementation. The City agrees to pursue the project and expend the proceeds of the Certificates in a timely and expeditious manner, as required by 40 CFR Section 35.3135(d), in accordance with the project schedule which shall not be altered except for good cause shown and only with the written approval of the Executive Administrator.

8.08. Covenants Regarding Tax Exemption. The City covenants to refrain from taking any action which would adversely affect, and to take any required action to ensure, the treatment of the Certificates as obligations described in Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the Holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(a) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in Section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of Section 141(b)(2) of the Code;

(b) to take any action to assure that in the event that the "private business use" described in Subsection (a) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any), then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of Section 141(b)(3) of the Code, to the governmental use;

(c) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of Section 141(c) of the Code;

(d) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of Section 141 of the Code and the Treasury Regulations promulgated thereunder ("Regulations");

(e) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of Section 149(b) of the Code;

(f) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, in a manner that would cause the Certificates to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and Regulations, including to acquire or to replace funds which were used, directly or indirectly, to acquire Nonpurpose Investments (as defined in the Code and Regulations) which produce a yield materially higher than the yield on the TWDB's Certificates that are issued to provide financing for the loan ("Source Series Bonds"), other than Nonpurpose Investments acquired with--

- (1) proceeds of the TWDB's Source Series Bonds invested for a reasonable temporary period of up to 3 years after the issue date of the Source Series Bonds until such proceeds are needed for the facilities to be financed,
- (2) amounts invested in a bona fide debt service fund, within the meaning of Section 1.148-1(b) of the IRS Regulations, and
- (3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed the least of maximum annual debt service on the Certificates, 125 percent of average annual debt service on the Certificates or 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Certificates;

(g) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of Section 148 of the Code (relating to arbitrage) and, to the extent applicable, Section 149(d) of the Code (relating to advance refundings);

- (1) to account for all Gross Proceeds, as defined in the Code and Regulations, (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and retain all records of such accounting for at least six years after the final Computation Date. The City may, however, to the extent permitted by law, commingle Gross Proceeds of its Loan with other money of the City, provided that the City separately accounts for

each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith;

- (2) to calculate the Rebate Amount, as defined in the Code and Regulations, with respect to its Loan, not less frequently than each Computation Date, in accordance with rules set forth in §148(f) of the Code, §1.148-3 of the Regulations, and the rulings thereunder. The City shall maintain a copy of such calculations for at least six years after the final Computation Date;
- (3) as additional consideration for the making of the Loan, and in order to induce the making of the Loan by measures designed to ensure the excludability of the interest on the TWDB's Source Series Bonds from the gross income of the owners thereof for federal income tax purposes, to pay to the United States the amount described in paragraph (2) above within 30 days after each Computation Date; and
- (4) to exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (2) above and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations; and

(h) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of Section 148(f) of the Code, and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under Section 148(f) of the Code;

(i) to maintain such records as will enable the City to fulfill its responsibilities under this Section and Section 148 of the Code, and to retain such records for at least six years following the final payment of principal on the Certificates;

(j) to comply with the information reporting requirements of Section 149(e) of the Code; and

(k) to refrain from using the proceeds provided the TWDB commitment or the proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Certificates in contravention of the requirements of section 149(d) of the Code.

In order to facilitate compliance with the above covenants, a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and

such Fund shall not be subject to the claim of any other person, including without limitation the certificate holders. The Rebate Fund is established for the additional purpose of compliance with Section 148 of the Code.

It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under Section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under Section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor of the City to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

8.09. Ordinance a Contract – Amendments – Outstanding Certificates. This Ordinance shall constitute a contract with the Owners from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Owners holding a majority in aggregate principal amount of the Certificates then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and the redemption price or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest in the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Owners for consent to any such amendment, addition, or rescission.

The term "Outstanding" when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

- (1) those Certificates canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

- (2) those Certificates deemed to be duly paid by the City in accordance with the provisions of Article XI hereof; and
- (3) those mutilated, destroyed, lost, or stolen Certificates which have been replaced with Certificates registered and delivered in lieu thereof as provided in Section 3.09 hereof.

Notwithstanding anything in this Section to the contrary, the City shall not amend this Ordinance without the approval of the Board for so long as the Board is a Holder of the Certificates.

The TWDB retains option to purchase Certificates in separate lots and/or on an installment basis, with delivery of the purchase price for each installment to be paid against delivery of the relevant installment of Certificates as approved by the Executive Administrator.

The City further covenants that neither it nor a related party will acquire any of the Board's Source Series Bonds in an amount related to the amount of the Certificates acquired from the City by the Board.

8.10. Additional Certifications. Proper officers of the City charged with the responsibility of issuing the Certificates are hereby directed to make, execute and deliver certifications as to facts, estimates and circumstances in existence as of the Closing Date and stating whether there are any facts, estimates or circumstances that would materially change the City's current expectations.

8.11. Benefit of Covenants. The covenants and representations made or required by this Article are for the benefit of the Holders and may be relied upon by the Holders and bond counsel for the City.

ARTICLE IX

CONTINUING DISCLOSURE UNDERTAKING

Section 9.01. **Definitions.** As used in this Article IX, the following terms have the meanings ascribed to such terms below:

"EMMA" means the Electronic Municipal Market Access System established by the MSRB.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

"SEC" means the United States Securities and Exchange Commission.

Section 9.02. Annual Reports. The City shall provide annually to the MSRB through EMMA, within six months after the end of each fiscal year ending in or after 2019, financial information and operating data with respect the City that is contained in its annual financial statements as is customarily prepared by the City and publicly available. The financial statements so to be provided shall be (1) prepared in accordance with the accounting principles as the City may be required to employ from time to time pursuant to state law or regulation and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide audited financial statements for the applicable fiscal year to the MSRB through EMMA, when and if the audit report on such statements becomes available.

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

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

Section 9.03. Event Notices. The City shall notify the MSRB through EMMA, in a timely manner not in excess of ten business days after the occurrence of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates or other material events affecting the tax-exempt status of the Certificates;

7. Modifications to rights of holders of the Certificates, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event;
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 9.02 by the time required by this Section.

Section 9.04. Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Article with respect to the City and the Certificates while, but only while, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice required by Section 9.03 of any bond calls and defeasance that cause the City to no longer be such an "obligated person."

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

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

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

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

The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and Beneficial Owners of the Certificates. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 9.02 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE X

DEFAULT AND REMEDIES

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

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

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 30 days after notice of such default is given by any Owner to the City.

Section 10.02. Remedies for Default.

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

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

Section 10.03. Remedies Not Exclusive.

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

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

(c) The TWDB may exercise all remedies available to it in law or equity, and any provision of the Certificates that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.

ARTICLE XI

DISCHARGE AND DEFEASANCE

Section 11.01. Defeasance of Certificates.

(a) Any Certificate shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to

the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Certificate, either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of prepayment or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Certificates shall have become due and payable or (3) any combination of (1) and (2). At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Certificate as aforesaid when proper notice of prepayment of such Certificate shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City Council also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Certificate and premium, if any, with respect to which such money has been so deposited, shall be remitted to the City Council.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Certificate and premium, if any, shall be applied to and used solely for the payment of the particular Certificate and premium, if any, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of the Certificate and such Certificate shall not have in fact

been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the Registered Owner of each Certificate affected thereby.

(e) Notwithstanding the provisions of subsection (a) above, to the extent that, upon the defeasance of any Defeased Certificate to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Certificate for prepayment in accordance with the provisions of this Ordinance, the City may call such Defeased Certificate for prepayment upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) above with respect to such Defeased Certificate as though it was being defeased at the time of the exercise of the option to prepay the Defeased Certificate and the effect of the prepayment is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Certificate.

ARTICLE XII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS

Section 12.01. Sale of the Certificates. The sale of the Certificates to the Texas Water Development Board, the Initial Purchaser, pursuant to a loan commitment received from the Initial Purchaser at the price of par and the payment of a loan or origination fee of 2.15% is hereby confirmed. The Mayor and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates. The Initial Certificate shall be registered in the name of the Texas Water Development Board.

Section 12.02. Control and Delivery of Certificates.

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

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

ARTICLE XIII

ESCROW AGREEMENT

Section 13.01. Escrow Agent. The City appoints BOKF, NA, as Escrow Agent.

Section 13.02. Escrow Agreement. The Mayor is hereby authorized and directed to execute and deliver an Escrow Agreement substantially in the form attached hereto as Exhibit A, with such changes as may be approved by the Mayor, such approval to be evidenced by his execution thereof. The Escrow Agreement shall be approved as to form and substance by the Executive Administrator, and the executed agreement shall be submitted to the TWDB.

Section 13.03. Escrow Account. An escrow account separate and apart from all other funds and accounts of the City is hereby authorized to be created pursuant to the Escrow Agreement referred to in Section 13.01. Except for the proceeds deposited to the Construction Fund in accordance with Section 2.06 hereof, the proceeds of the Certificates shall be deposited in the escrow account and be transferred to the Construction Fund to pay costs of the project upon the authorized release of the escrowed proceeds by the Board.

ARTICLE XIV

MISCELLANEOUS

Section 14.01. Further Procedures. The Mayor, City Secretary and all other officers, employees, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things to execute, acknowledge and deliver in the name and under the official seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable to carry out the terms and provisions of this Ordinance and the Certificates. In case any officer whose facsimile signature shall appear on any Certificates shall cease to be such officer before the delivery of the Certificates, such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery.

Section 14.02. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance has been read, passed and finally adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of the Open Meetings Act, Chapter 551, Texas Government Code.

Section 14.03. Approval of Professional Contracts. The engagement of Hilltop Securities Inc., as Financial Advisor and of Bickerstaff Heath Delgado Acosta LLP as Bond Counsel to the Issuer in connection with issuance, sale and delivery of the Certificates is hereby approved and confirmed. The execution and delivery of the contracts between the Issuer and such firms, with respect to such services as Financial Advisor and Bond Counsel, are hereby confirmed and approved, and the Mayor is hereby authorized to execute such contracts.

PASSED AND APPROVED this 19th day of February, 2019.

Mayor
City of Brady, Texas

ATTEST:

City Secretary
City of Brady, Texas

[CITY SEAL]

[Signature Page]

EXHIBIT A

Escrow Agreement

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	2-19-2019	AGENDA ITEM	7.B
AGENDA SUBJECT:	Discussion, consideration and possible action ON RESOLUTION 2019-010 AUTHORIZING THE APPROVAL AND EXECUTION OF A GRANT AGREEMENT WITH THE TEXAS WATER DEVELOPMENT BOARD IN THE AMOUNT OF \$13,375,000; APPROVAL OF A RELATED ESCROW AGREEMENT AND OTHER MATTERS RELATED THERETO (Drinking Water Treatment Project).		
PREPARED BY:	Lisa Remini	Date Submitted:	2-14-2019
EXHIBITS:	Resolution 2019-010		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			
SUMMARY: The Texas Water Development Board (TWDB) has granted the City of Brady principal forgiveness in the amount of \$13,375,000 through the Economically Distressed Areas Program. Loan proceeds of \$10,830,000 at zero percent interest, principal forgiveness funds of \$4,700,000 along with this grant from the TWDB will be used to fund the required estimated \$28.9 million improvements needed to correct EPA/TCEQ violations associated with the naturally occurring radium in the city's water system. This is the final "leg" of the City's efforts to comply with EPA/TCEQ driven rulings that mandate the levels of radium in drinking water at the lowest possible cost to the citizens of Brady. Funds will be delivered to BOK, Financial as the city's escrow agent. Monies will be invested in accordance with the City's investment policy.			
RECOMMENDED ACTION: It is recommended that the Council approve Resolution 2019-010 authorizing City Manager Kim Lenoir as the Designated Representative of the City, to execute an agreement with the TWDB for principle forgiveness in the amount of \$13,375,000.			

CITY OF BRADY, TEXAS
RESOLUTION NO. 2019-010

Authorized Representative Agreement Execution Resolution

A RESOLUTION by the City Council of the City of Brady, Texas (the "City") authorizing Kim Lenoir, City Manager, the Designated Representative of the City, to execute an agreement with the Texas Water Development Board for funding in the amount of \$13,375,000.

WHEREAS, the Texas Water Development Board made a commitment to provide financial assistance in the form of a grant in the amount of \$13,375,000 to the City to finance a water system project upon execution of a grant agreement; therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS:

SECTION 1. Approval of Agreement. The agreement setting out the terms and conditions of the financial assistance between the Texas Water Development Board and the City is approved and the City's Designated Representative is authorized to execute the agreement on behalf of the City.

SECTION 2. Effective Date. This Resolution shall become effectively immediately after its adoption.

PASSED AND APPROVED, this the 19th day of February, 2019.

ATTEST: _____
Tina Keys, City Secretary

By: _____
Anthony Groves, Mayor

By: _____
Kim Lenoir, City Manager

(Seal)

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	2-19-2019	AGENDA ITEM	7.C
AGENDA SUBJECT:	Discussion, consideration and possible action ON RESOLUTION 2019-011 CONCERNING A PRINCIPAL FORGIVENESS AGREEMENT WITH THE TEXAS WATER DEVELOPMENT BOARD IN THE APPROXIMATE AMOUNT OF \$4,700,000; ACCEPTING THE TERMS OF THE FINANCIAL ASSISTANCE FROM THE STATE AGENCY; AND, AUTHORIZING OFFICIALS OF THE CITY TO EXECUTE THE AGREEMENT (Drinking Water Treatment Project).		
PREPARED BY:	Lisa Remini	Date Submitted:	2-14-2019
EXHIBITS:	Resolution 2019-011		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			
SUMMARY: The Texas Water Development Board (TWDB) has granted the City of Brady principal forgiveness in the amount of \$4,700,000 through the Drinking Water State Revolving Fund Program. Loan proceeds of \$10,830,000 at zero percent interest, grant funds of \$13,375,000 along with the principal forgiveness funds from the TWDB will be used to fund the required estimated \$28.9 million improvements needed to correct EPA/TCEQ violations associated with the naturally occurring radium in the city's water system. This is the final "leg" of the City's efforts to comply with EPA/TCEQ driven rulings that mandate the levels of radium in drinking water at the lowest possible cost to the citizens of Brady. Funds will be delivered to BOK, Financial as the city's escrow agent. Monies will be invested in accordance with the City's investment policy.			
RECOMMENDED ACTION: It is recommended that the Council approve Resolution 2019-011 authorizing City Manager Kim Lenoir as the Designated Representative of the City, to execute an agreement with the TWDB for principle forgiveness in the amount of \$4,700,000.			

CITY OF BRADY, TEXAS
RESOLUTION NO. 2019-011

Authorized Representative Agreement Execution Resolution

A RESOLUTION by the City Council of the City of Brady, Texas (the "City") authorizing Kim Lenoir, City Manager, the Designated Representative of the City, to execute an agreement with the Texas Water Development Board for funding in the amount of \$4,700,000.

WHEREAS, the Texas Water Development Board made a commitment to provide financial assistance in the form of principal forgiveness in the amount of \$4,700,000 to the City to finance a water system project upon execution of a principal forgiveness agreement; therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS:

SECTION 1. Approval of Agreement. The agreement setting out the terms and conditions of the financial assistance between the Texas Water Development Board and the City is approved and the City's Designated Representative is authorized to execute the agreement on behalf of the City.

SECTION 2. Effective Date. This Resolution shall become effectively immediately after its adoption.

PASSED AND APPROVED, this the 19th day of February, 2019.

ATTEST: _____
Tina Keys, City Secretary

By: _____
Anthony Groves, Mayor

By: _____
Kim Lenoir, City Manager

(Seal)

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

AGENDA DATE:	2-19-2019	AGENDA ITEM	7.D
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding approval of construction improvements in the amount of \$139,260.56 for "Airport Overhead Powerline" Section 2 and award of <i>Techline Construction, LLC</i> (equipment & labor) in the amount of \$96,863.77 ; and <i>Techline, Inc.</i> (material) in the amount of \$42,396.79 .		
PREPARED BY:	S. Miller/J. Solis/L. Remini	Date Submitted:	2-12-2019
EXHIBITS:	Pricing Tabulations Techline Construction, LLC agreement Airport Line Section 2 Job Limits Sketch		
BUDGETARY IMPACT:	Required Expenditure:	\$139,260.56	
	Budget Amount Available:	\$240,000.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			
SUMMARY:			
<p>FY2019 budget approved an electric distribution capital improvement for N Walnut Street Overhead (OH) Power Line in the amount of \$300,000.00. However, design engineering services for N Walnut OH improvements, recently awarded to LCRA at \$60,000.00 (PO#14-02224) indicates the construction cost estimate is expected to exceed the remaining available budget of \$240,000.00. In light of this, city staff is requesting to retain the N. Walnut Street OH power line project plans and address possible construction in budget year 2020.</p> <p>Further, staff has determined that without completion of the "Airport Line" Section 2, the city's capital project investment of the "Airport Line" Section 1 will not be fully realized for serving both Curtis Field and LoadCraft company and intervening customers. Last fiscal year Airport Section 1 was completed that extended from US190E north to South Ave. along US377N, which represented one-half of the entire Airport Powerline improvement project.</p> <p>Therefore, staff requests that the city utilize some of the remaining capital funding available in FY2019 and award <i>Techline Construction, LLC</i> (\$96,863.77) and <i>Techline, Inc.</i> (\$42,396.79) to complete the Airport Section 2 Overhead Powerline improvements.</p> <p>The city is a recipient of pre-approved bidding services through LCRA as part of a wholesale power customer service agreement that provides for power contractor services and material consignment pricing to a pre-qualified company, i.e., <i>Techline Construction, LLC</i> (equipment & labor) and <i>Techline, Inc.</i> (material)</p>			
RECOMMENDED ACTION:			
<p>Approve to complete the "Airport Line" Section 2 and award <i>Techline Construction, LLC</i> (equipment & labor) in the amount of \$96,863.77 and award <i>Techline, Inc.</i> (material) in the amount of \$42,396.79 for a total of \$139,260.56 combined.</p>			

RECOMMENDED ACTION:

Approve to complete the "Airport Line" Section 2 and award *Techline Construction, LLC* (equipment & labor) in the amount of **\$96,863.77** and award *Techline, Inc.* (material) in the amount of **\$42,396.79** for a total of **\$139,260.56** combined.

BID FORM

2018 ELECTRICAL SYSTEM IMPROVEMENT: AIRPORT FEED REBUILD – SECTION 2

The undersigned Bidder agrees to complete and fulfill the job as described or outlined in the contract plans & specifications and comply fully with the contract conditions and requirements described herein whether wholly or made a part of this BID document for the amount(s) delineated below in the price schedule as follows:

BASE BID PRICE – RETIRE UNITS (Removal)

<u>Construction Code I : Retire Units</u>				
<u>Code</u>	<u>Wire Type</u>	<u>Footage</u>	<u>Unit Price</u>	<u>Extended Price</u>
I	#1/0 TPLX	140	\$609.20	\$85.29
I	#2 TPLX	155	\$422.10	\$65.43
I	#4 ACSR	2913	\$489.96	\$1,427.25
I	#4 ACSR~	0		
I	#4 HDCU	0		
I	#6 HDCU~	19571	\$438.66	\$8,585.01
		I Total Wire :	22779	\$10,162.98

Price offering Initial CR

Techline Construction, LLC

BASE BID PRICE – DEVELOPER UNITS (Install)

<u>Construction Code N : New Construction Units</u>				
<u>Code</u>	<u>Wire Type</u>	<u>Footage</u>	<u>Unit Price</u>	<u>Extended Price</u>
N	#1/0 ACSR	4246	\$818.85	\$3,476.84
N	#1/0 ACSR~	12738	\$818.85	\$10,430.51
N	#1/0 TPLX	39	\$924.60	\$36.06
N	#2 TPLX	141	\$797.30	\$112.42
N	#1/0 AI 15kV UNDERGROUND	4443	\$35,780.00	N/A
		N Total Wire :	21607	\$14,055.83

Price Offering Initial CR

Techline Construction, LLC

BASE BID PRICE -- RETIRE UNITS (Removal)

		<u>Construction Code I : Retire Units</u>			
<u>Code</u>	<u>Primary Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>	
I	35-5~	4	\$190.95	\$763.80	
I	35-6~	1	\$190.95	\$190.95	
I	40-3~	2	\$198.88	\$397.76	
I	40-4~	3	\$198.88	\$596.64	
I	40-5~	10	\$198.88	\$1,988.80	
I	45-4~	4	\$221.10	\$884.40	
I	45-5	1	\$221.10	\$221.10	
I	45-5~	2	\$221.10	\$442.20	
I	A5 - 2~	2	\$55.48	\$110.96	
I	B7~	1	\$57.44	\$57.44	
I	C1F~	1	\$67.42	\$67.42	
I	C1~	10	\$67.42	\$674.20	
I	C2 - 1F~	1	\$132.43	\$132.43	
I	C2 - 1~	13	\$132.43	\$1,721.59	
I	C7~	4	\$130.78	\$523.12	
I	C8~	1	\$261.57	\$261.57	
I	E1 - 2	3	\$48.08	\$144.24	
I	E3 - 10	2	\$18.49	\$36.98	
I	E3 - 2	2	\$101.71	\$203.42	
I	F1 - 3	4	\$42.38	\$169.52	
I	F1 - 4	1	\$42.38	\$42.38	
I	G136 - 15	1	\$229.22	\$229.22	
I	G210 - 15	1	\$239.19	\$239.19	
I	G39 - 15	1	\$229.22	\$229.22	
I	G39 - 25	1	\$229.22	\$229.22	
I	J8	4	\$19.30	\$77.20	
I	K10	1	\$14.47	\$14.47	

I	K14	1	\$14.47	\$14.47
I	K14C	7	\$27.34	\$191.38
I	M2 - 1	22	\$42.45	\$933.90
I	M2 - 2	5	\$38.91	\$194.55
I	M5 - 14F~	1	\$63.18	\$63.18
I	M5 - 14~	2	\$63.18	\$126.36
I	M5 - 4~	1	\$25.04	\$25.04
I	M5 - 5~	11	\$23.12	\$254.32
I	M5 - 6~	4	\$55.86	\$223.44
I	M5 - 9	1	\$69.35	\$69.35
I	M5 - 9~	5	\$69.35	\$346.75
I	M9 - 13~	1	\$391.64	\$391.64
	I Total Quantity :	142		\$13,483.82

Price Offering Initial 04

Techline Construction, LLC

BASE PRICE – NEW CONSTRUCTION UNITS (Install)

Construction Code N : New Construction Units				
<u>Code</u>	<u>Primary Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
N	40-3~	2	\$317.58	\$635.16
N	45-2~	2	\$333.66	\$667.32
N	45-3~	17	\$333.66	\$5,672.22
N	A5 - 2~	2	\$111.73	\$223.46
N	B7~	1	\$117.50	\$117.50
N	BRKT-3~	1		
N	BRKT~	7		
N	C1~	18	\$132.91	\$2,392.38
N	C7~	6	\$220.70	\$1,324.20
N	E1 - 2	4	\$80.13	\$320.52
N	E1 - 3	5	\$92.15	\$460.75

N	E3 - 10	5	\$30.06	\$150.30
N	F1 - 3	1	\$174.70	\$174.70
N	F1 - 4	4	\$162.09	\$648.36
N	G210 - 15	1	\$379.89	\$379.89
N	G39 - 15	3	\$344.80	\$1,034.40
N	G39 - 25	1	\$344.80	\$344.80
N	K14	3	\$24.12	\$72.36
N	M2 - 1	1	\$86.67	\$86.67
N	M2 - 11	18	\$86.67	\$1,560.06
N	M2 - 12	2	\$65.45	\$130.90
N	M5 - 14F~	1	\$95.54	\$95.54
N	M5 - 5~	3	\$32.75	\$98.25
N	M5 - 6~	12	\$90.53	\$1,086.36
N	M5 - 9~	15	\$104.02	\$1,560.30
N	M9 - 13~	1	\$689.36	\$689.36
N	UC1~	2	\$227.69	\$455.38
N	J-BOX	2		
	N Total Quantity:		140	\$20,381.14

Price Offering Initial 000
 Techline Construction, LLC

2018 ELECTRICAL SYSTEM IMPROVEMENT: AIRPORT FEED REBUILD – SECTION 2

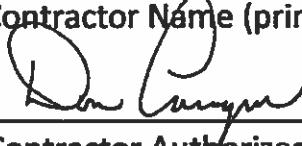
<u>PRICE SUMMARY & ADJUSTMENTS</u>		
Construction Code I : Retire Units, WIRE	\$10,162.98	
Construction Code N : New Construction Units, WIRE	\$14,055.83	
Construction Code I : Retire Units	\$13,483.82	
Construction Code N : New Construction Units	<u>\$20,381.14</u>	
	<u>\$58,083.77</u>	SUBTOTAL(1)
UNDERGROUND	<u>\$35,780.00</u>	
	<u>\$93,863.77</u>	SUBTOTAL(2)
	<u>\$3,000.00</u>	MOBILIZATION
LABOR AND EQUIPMENT	<u>\$96,863.77</u>	TOTAL

Price Offering Initial ASL
Techline Construction, LLC

FINAL COMPLETION DATE FOR ALL IMPROVEMENTS SHOWN AND LISTED HEREIN IS 120 DAYS FROM NOTICE-TO-PROCEED, A MUTUALLY AGREED START DATE. Upon Notice-of Award the Contractor agrees to complete all BID requirements and to submit insurance certificate and bonding documents within ten (10) calendar days of notice of receipt.

Herewith submitted by:

DON LAWYER
Contractor Name (printed)

Contractor Authorized Signature & Title

TECHLINE CONSTRUCTION, LLC

Contractor Business Name

9609 BECK CIRCLE

AUSTIN, TEXAS 78758

Contractor Business Address (must include a
street site address)

2-6-19

Date

903-603-6260

Contractor Contact Telephone Number

<u>Techline Inc.</u>		<u>Coby Randolph</u>					
<u>Catalog Number</u>	<u>Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Price</u>	<u>Leadtime</u>	<u>Total</u>	
STB096N12602	Crossarm, Tangent Fiberglass 3.5" x 4.5" x 8'	20	each	\$ 110.00	Stock	\$ 2,200.00	
HD8096G12242	Crossarm, Deadend Fiberglass 8'	7	each	\$ 168.00	Stock	\$ 1,176.00	
C8812	Bolt, Machine 5/8" x 12"	100	each	\$ 1.34	Stock	\$ 134.00	
GCW41	Washer, Curved Cast 4" x 4"	175	each	\$ 3.64	Stock	\$ 637.00	
C3512	Locknut, MF 5/8" Curved	200	each	\$ 0.26	Stock	\$ 52.00	
CR81P	Pin, Crossarm 1" x 5" Nylon Head	45	each	\$ 5.58	Stock	\$ 251.10	
C2199P	Pin, Pole Top 20" with 1" Nylon Thread	20	each	\$ 7.99	Stock	\$ 159.80	
3665	Insulator, Pin Type, F-Neck ANSI 55-4	72	each	\$ 3.10	Stock	\$ 220.10	
C7743	Bolt, Single Upset 5/8" x 12"	21	each	\$ 5.50	Stock	\$ 115.50	
5101	Insulator, Spool 3" ANSI 53-2	30	each	\$ 0.71	Stock	\$ 21.30	
C29962	Bolt, Oval Eye 5/8" x 12"	15	each	\$ 3.44	Stock	\$ 51.60	
C0352	Clavis, Swinging J-6, J-7 & J-11	10	each	\$ 4.24	Stock	\$ 42.40	
4010250215	Insulator, PDI-25 25kV Polymer Deadend Suspension	25	each	\$ 10.97	Stock	\$ 274.25	
WTF0212	Tie, Wraplock 1/0 ACSR F-Neck	84	each	\$ 5.54	2 Weeks	\$ 465.36	
ADE247N	Shoe, Deadend Aluminum Straight Line #6 - 2/0	15	each	\$ 7.69	2 Weeks	\$ 115.35	
#655DBC-250SPL	Wire, Copper #6 Solid Bare 25# Spool = 315 feet	75	lbs	\$ 3.71	Stock	\$ 278.25	
WR189	Connector, H-Tap 1/0 - #6 Compression	50	each	\$ 0.37	Stock	\$ 18.50	
C710-112PB	Cutout, 100 Amp 15kV With Bracket	12	each	\$ 71.39	Stock	\$ 856.68	
2137097324	Arrester, PDU-100 Optima 10kV With Cap & Crossarm	12	each	\$ 31.10	Stock	\$ 373.20	
C206-0299	Bracket, Polarmount "D" Cutout/Arrester	6	each	\$ 28.14	Stock	\$ 168.84	
GP100	Plate, Pole Bottom Ground Copper 7-1/2"	15	each	\$ 4.13	Stock	\$ 61.95	
G5	Clamp, Ground Rod 5/8" #2 STR - #10SOL Copper	7	each	\$ 0.99	Stock	\$ 6.93	
6158805P25	Rod, Ground 5/8" x 8' Copper Clad 10 MIL	7	each	\$ 8.83	Stock	\$ 61.81	
6H3	Connector, Split Bolt Copper #6-#10 Solid	20	each	\$ 0.94	Stock	\$ 18.80	
#650L-TRW-250SPL	Wire, #6 Solid Copper Transformer Riser	250	feet	\$ 0.51	Stock	\$ 127.50	
2744713007	Bracket, Arrester Tank Mount With 3/4" Hardware	6	each	\$ 12.66	Stock	\$ 75.96	
CR3CA48	Bracket, 3 Phase Curved Equipment Mount Cutout/Arrester	3	each	\$ 163.39	Stock	\$ 490.17	
1025-497290-000	Transformer, 25kVA 7200 120/240 2 Bushing, No Taps	2	each	\$ 867.00	Stock	\$ 1,734.00	
1015-497289-000	Transformer, 15kVA 7200 120/240 2 Bushing, No Taps	3	each	\$ 671.00	Stock	\$ 2,013.00	
7652541/0	Kit, Cold Shrink Terminator, 150kV BL, 4-Skirt #1/0	6	each	\$ 66.00	Stock	\$ 396.00	
59013N	Mold, Riser Pole 3" HD Schedule 40	6	each	\$ 60.00	2 Weeks	\$ 360.00	
E938NRR	Boot, Vented 4" x 6"	2	each	\$ 110.00	2 Weeks	\$ 220.00	
AHLS022019E	Clamp, Aluminum Stirrup #8 - 2/0 1 U-Bolt, #1 Ball	12	each	\$ 10.40	Stock	\$ 124.80	
6C20	Clamp, Hotline Bronze Body, #8 - 2/0	12	each	\$ 8.57	Stock	\$ 102.84	
RAVEN-885INRR	Wire, ACSR 1/0 6/1 Bare Aluminum Conductor	3,540	lbs	\$ 1.72	Stock	\$ 6,088.80	3,540 lbs = 24,380 feet
P2000SCH40BLACK 3000'RL	Duct, 2" Schedule 40 Black 1.130W Pull Tape 3000' Reel	3,000	feet	\$ 0.66	Stock	\$ 1,980.00	
1/C-IN/0/DAL-220-FCN	Wire, 1/0 URD Primary Aluminum 220MIL 15kV TXLPE	5,000	feet	\$ 2.00	Stock	\$ 10,000.00	2,500 feet per reel
C9167	Staple, Copperweld 1-1/2" x 3/8" x .162	50	lbs	\$ 9.80	Stock	\$ 490.00	
45CL2-CREO	Pole, Wood 45' Class 2 Creosote	1	each	\$ 545.00	2-3 Weeks	\$ 545.00	
45CL3-CREO	Pole, Wood 45' Class 3 Creosote	16	each	\$ 471.00	2-3 Weeks	\$ 7,536.00	
40CL3-CREO	Pole, Wood 40' Class 3 Creosote	6	each	\$ 392.00	2-3 Weeks	\$ 2,352.00	
						\$ 42,396.79	

Pricing is in accordance to the LCRA Material Acquisition Contract Number 3783

Coby Randolph 2.11-19

Airport Section 11 Job

Airport Line Section 2



February 14, 2019

1:17,129 0.13 0.23 0.25 0.45 0.5 mi 0.9 km

Esri, HERE, Garmin, INCREMENT P, NGA, USGS

This product and relative contents are the property of the respective governmental entity and BIS Consultants. Use is restricted for official purposes.

Electrical Distribution Construction Agreement

This Electrical Distribution Construction Agreement ("Agreement") is made and entered into effective as of the date of the last to sign below, by and between the City of Brady Texas ("Owner") and Techline Construction, LLC ("Contractor") _____.

_____.
(the Construction Drawings") and Contract No. 5045 Distribution Construction Services between Lower Colorado River Authority (LCRA) and Techline Construction, LLC dated October 1, 2018 (the "Contract") are attached to this Agreement as Exhibit A and Exhibit B respectively and are incorporated into it for all purposes. Both parties agree to all provisions of the Construction Drawings and the Contract, provided, however, that both the City, as Owner, and Contractor acknowledge that this Agreement is issued under Section C of Contract permitting LCRA'S Wholesale Customers to purchase under the Contract, and provided further that Owner and Contractor agree that LCRA is not a party to this Agreement between the Owner and the Contractor, and that LCRA does not guarantee payment by Owner to Contractor, warrant performance by Contractor to Owner or otherwise assume any Liability under this Agreement to Owner or Contractor (whether in tort(including negligence and strict liability) contract, warranty, indemnity, contribution or otherwise).

Contractor has thoroughly examined the jobsite, the Construction drawings and other specifications applicable laws and regulations, and all other matters affecting the work to be performed, and has delivered its offer to the City of BRADY TEXAS in the form of the Proposal by Techline Construction, LLC to the City of dated - 2-6-18 (the "Proposal"). The Proposal is attached to this Agreement as Exhibit C and incorporated into it for all purposes.

Contractor shall furnish all labor, construction equipment, transportation, subcontracting, and other required services to complete the work described in the Contract Documents, specifications, and Construction Drawings and the Contract Documents.

Contractor agrees to perform the work and Owner agrees to pay the Contractor in accordance with the prices listed in the Proposal and in any change orders executed by the parties.

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EXHIBIT A

Construction Drawings {complete title}

Furnished by City of Brady

EXHIBIT B

Contract No. 5045 Distribution Construction Services between Lower
Colorado River Authority and Techline Construction, LLC dated
October 1, 2018.

City has copy of Contract # 5045

EXHIBIT C

Proposal by Techline Construction, LLC to the City of

Brady Dated 2-6-19.

Techline Construction estimates the total cost of labor and equipment to complete the project or projects to be known as Airport Feed.

Rebuild.

for the City of BRADY will be \$ 96,863⁷⁷. Any added or unusual work will be done by Techline Construction for extra compensation.

This Project will be completed, using Unit and hourly pricing, from the LCRA Contract #5045

SIGNATURE PAGE TO ELECTRICAL DISTRIBUTION CONSTRUCTION
AGREEMENT BETWEEN CITY OF BRADY TEXAS,
AS OWNER, AND TECHLINE CONSTRUCTION, LLC, AS CONTRACTOR

EXECUTED EFFECTIVE as of the date of the last to sign below.

CONTRACTOR

Techline Construction, LLC

By: Don Lawyer

Name: Don Lawyer

Title: President

Date: 2-6-19

OWNER

City of _____.

By: _____.

Name: _____.

Title: _____.

Name: _____.

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	02/19/2019	AGENDA ITEM	7.E.
AGENDA SUBJECT:	Discussion, consideration, and possible action approving Resolution 2019-007 to apply for a Police Audio/Visual Equipment Grant from the Governor's Office to fund 100% of ten body cameras and eight in-car video systems (\$58,023.00 grant).		
PREPARED BY:	G. Hall	Date Submitted:	02/04/19
EXHIBITS:	Resolution 2019-007		
BUDGETARY IMPACT:	Required Expenditure:	\$0	
	Amount Budgeted:	\$0	
	Appropriation Required:	If grant is awarded \$58,023.00	
CITY MANAGER APPROVAL:			
SUMMARY:	<p>The Brady Police Department is in need of new body cameras and in-car video systems to aid in law enforcement activities. Most of the cameras presently available are not operable, and the vendor who provided the systems originally has gone out of business. Repair service and replacement parts are no longer available. The Office of the Governor, Criminal Justice Division, is offering the opportunity for a grant application that would cover the costs of new cameras. Stalker Radar has provided cost quotes in the amount of \$58,023 for cameras having a proven record of reliability.</p>		
Chief Thomas will be available to answer questions.			
RECOMMENDED ACTION:			
Move to approve Resolution 2019-007			

RESOLUTION 2019-007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS FOR THE APPROVAL SUBMISSION OF AN APPLICATION FOR POLICE AUDIO/VISUAL EQUIPMENT GRANT FROM THE GOVERNOR'S OFFICE TO FUND 100% OF TEN BODY CAMERAS AND EIGHT IN-CAR VIDEO SYSTEMS (\$58,023.00)

WHEREAS, the City of Brady City Council finds it in the best interest of the citizens of Brady, Texas that police officers and police vehicles be equipped with audio/visual equipment in 2019; and

WHEREAS, the Office of the Governor, Criminal Justice Division, is offering the opportunity for a grant that would cover the costs of body cameras and in-car cameras; and

WHEREAS, the City of Brady City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Brady assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of Brady designates Kim Lenoir, City Manager, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

That the City of Brady City Council approves submission of the grant application for police audio/visual equipment to the Office of the Governor.

PASSED AND APPROVED this _____ day of February, 2019

CITY OF BRADY:

Attest: _____

Anthony Groves, Mayor

Tina Keys, City Secretary

Grant Number: 3798901

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	02/19/2019	AGENDA ITEM	7.F.
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding Resolution 2019-009 to request TXDOT/City street closures for the Chamber of Commerce Inaugural Brady Farm to Table Fundraiser Dinner to be held on June 8, 2019.		
PREPARED BY:	Tina Keys	Date Submitted:	02/13/2019
EXHIBITS:	Resolution 2019-009 Letter Map		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			

SUMMARY:

City Council must request closure of TXDOT streets within the City limits by Resolution. The Council resolution is required by TXDOT for the permit application review.

RECOMMENDED ACTION:

As desired

RESOLUTION 2019-009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS TO ENTER INTO AN AGREEMENT WITH THE STATE OF TEXAS THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF THE EASTERN HALF OF THE DOWNTOWN SQUARE INCLUDING EAST MAIN STREET AT NORTH BRIDGE STREET, NORTH BLACKBURN STREET AT EAST LOCKHART STREET, EAST MAIN STREET AT NORTH ELM STREET, EAST COMMERCE STREET AT SOUTH BRIDGE STREET; SOUTH BLACKBURN STREET AT EAST 1ST STREET AND EAST COMMERCE AT SOUTH ELM STREET ON SATURDAY, JUNE 8 2019 FROM APPROXIMATELY 2:00 P.M.. TO 10:00 P.M. FOR THE INAUGURAL BRADY FARM TO TABLE FUNDRAISER DINNER, A COMMUNITY FUNDRAISER BENEFITTING DOWNTOWN IMPROVEMENTS

WHEREAS, the City Council of the City of Brady in cooperation with the State of Texas for the safety and convenience of the traveling public request temporary closure of the eastern half of the downtown square including East Main Street at North Bridge Street; North Blackburn Street at East Lockhart Street; East Main Street at North Elm Street; East Commerce Street at South Bridge Street; South Blackburn Street at East 1st Street; and East Commerce at South Elm Street for the Inaugural Brady Farm to Table Fundraiser Dinner; and

WHEREAS, the Farm to Table Fundraiser will be held within the City of Brady incorporated area from approximately 2:00 p.m. until 10:00 p.m. and the closure will be performed within the State's requirements; and

WHEREAS, the western half of the courthouse square would be open to drivers so north and southbound motorists should maneuver around the courthouse using Church Street west of the courthouse; and

WHEREAS, law enforcement officers from the City of Brady Police Department and McCulloch County Sheriff's Office will be physically directing traffic through the City of Brady; and

WHEREAS, the event will provide an economic boost to our hotels, restaurants, retail stores, and fuel providers.

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

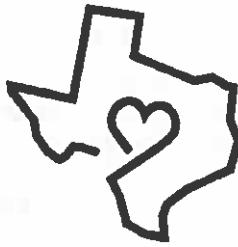
The City Council enters into an agreement with the State of Texas through the Texas Department of Transportation for the temporary street closure of closure of the eastern half of the downtown square including East Main Street at North Bridge Street; North Blackburn Street at East Lockhart Street; East Main Street at North Elm Street; East Commerce Street at South Bridge Street; South Blackburn Street at East 1st Street; and East Commerce at South Elm Street for the Inaugural Brady Farm to Table Fundraiser Dinner to be held on Saturday, June, 2019 from approximately 2:00.m. to 10:00 p.m. for the Inaugural Brady Farm to Table Fundraiser Dinner.

PASSED AND APPROVED this the _____ day of _____, 2019

CITY OF BRADY:

Anthony Groves, Mayor

Attest: _____
Tina Keys, City Secretary



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>

February 13, 2019

Elias Rmeili, P.E., District Engineer
Texas Department of Transportation
PO Box 1549
Brownwood, Texas 76801

Dear Mr. Rmeili,

The City of Brady, representing the Brady/McCulloch County Chamber of Commerce, respectfully requests the temporary closure of the eastern half of the downtown square on Saturday, June 8th, for a community fundraiser benefitting downtown improvements, including: East Main Street at North Bridge Street; North Blackburn Street at East Lockhart Street; East Main Street at North Elm Street; East Commerce Street at South Bridge Street; South Blackburn Street at East 1st Street; and East Commerce at South Elm Street.

The western half of the courthouse would be open to drivers, so north and southbound motorists should maneuver around the courthouse using Church Street west of the courthouse.

All through lanes on these roads would be temporarily closed on Saturday, June 8, 2019 from approximately 2:00 p.m. to 10:00 p.m. for the Inaugural Brady Farm to Table Fundraising Dinner.

Attached you will find a city map outlining the proposed closure.

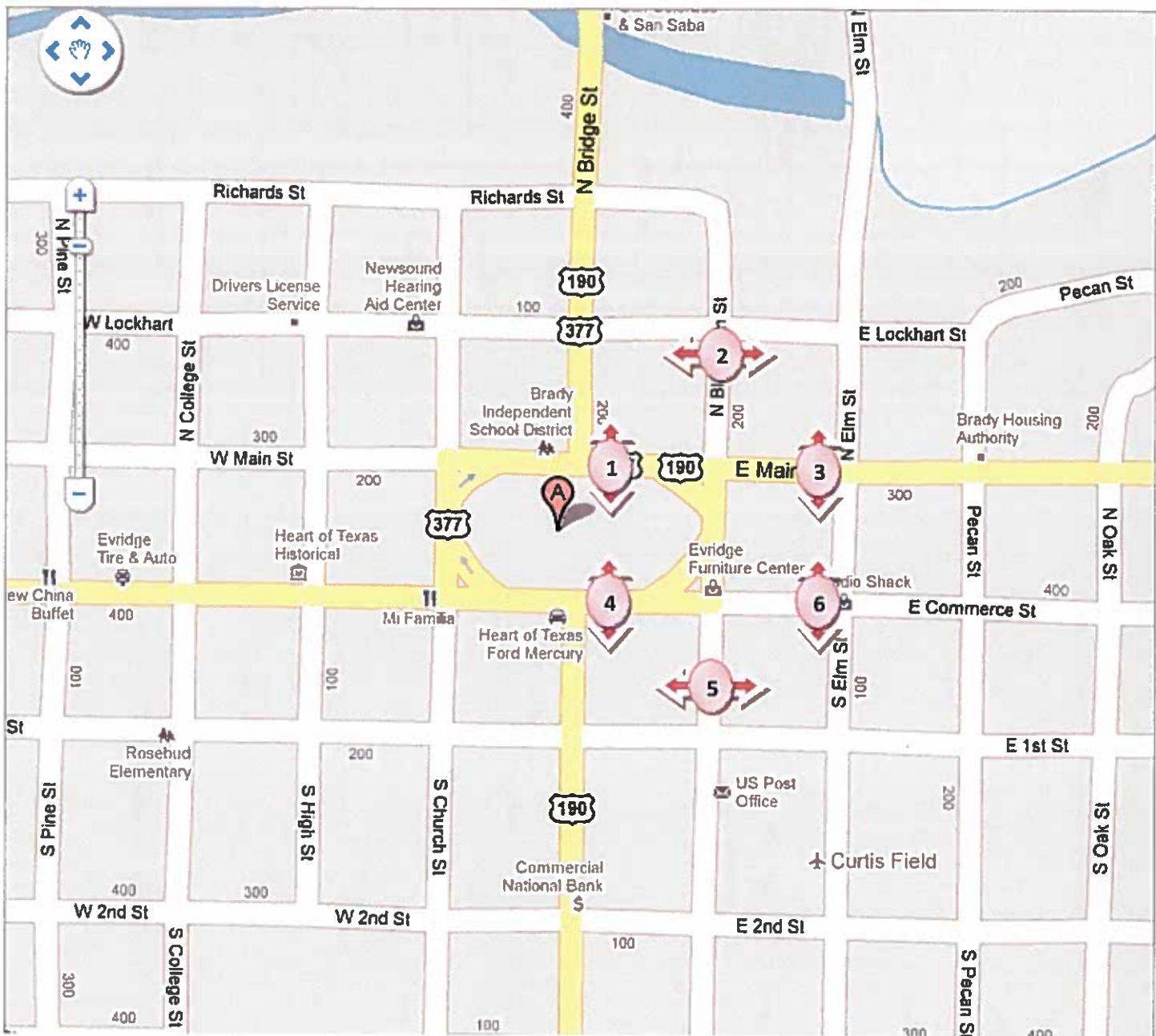
All preparations, before and after this event, will be done by local staff and volunteers. There will be no state equipment or manpower involved in this process. The event is held to promote business improvements within Brady and McCulloch County and may potentially bring tourists to our community for the weekend. This, in turn, will provide an economic boost our hotels, restaurants, retail stores, and fuel providers.

If you have any questions, problems, or concerns, please do not hesitate to contact me at (325) 597-2152.

Sincerely,

Dennis Jobe
Director of Community Services

Enclosure(s)



BARRICADES

1. East Main Street at North Bridge Street
2. North Blackburn at East Lockhart Street
3. East Main Street at North Elm Street
4. East Commerce Street at South Bridge Street
5. South Blackburn at East 1st Street
6. East Commerce Street at South Elm Street

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

AGENDA DATE:	2-19-2019	AGENDA ITEM	7.G
AGENDA SUBJECT:	Discussion, consideration and possible action to approve Resolution 2019-006 adopting the City's Standard Operating Procedure (SOP) Policy for Disposal of Surplus and Salvage.		
PREPARED BY:	Lisa Remini	Date Submitted:	2-1-1019
EXHIBITS:	Resolution 2019-006 SOP – Disposal of Surplus and Salvage Policy		
BUDGETARY IMPACT:	Required Expenditure:	\$0	
	Amount Budgeted:	\$0	
	Appropriation Required:	\$0	
CITY MANAGER APPROVAL:			
SUMMARY: There are no statutes expressly concerning the procedures for the disposition of a city's salvage and surplus personal property. Therefore, the precise manner in which a city may dispose of any particular personal property may depend on local policies. Staff has prepared a written procedure guide that coordinates with directives established in the City's Purchasing and Fixed Asset Policies and sets a routine to promote transparency in the disposal of city assets.			

RECOMMENDED ACTION:
Move to approve Resolution 2019-006 establishing a Standard Operating Procedure Policy for disposal of city surplus and salvage.

RESOLUTION 2019-006

**A RESOLUTION OF THE CITY OF BRADY, TEXAS
TO ADOPT THE CITY OF BRADY'S
STANDARD OPERATING PROCEDURE
DISPOSAL OF SURPLUS AND SALVAGE POLICY**

WHEREAS, the City Staff wishes to establish a Standard Operating Procedure (SOP) Policy to promote a transparent method of disposing the city's surplus and salvage assets; and

WHEREAS, the City wishes to proceed with adopting the SOP – Disposal of Surplus and Salvage Policy; and

WHEREAS, the City Charter requires City Council to set policy by resolution.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Brady, Texas:

The City of Brady's SOP – Disposal of Surplus and Salvage Policy is hereby approved and adopted.

PASSED AND APPROVED this the 19th day of February 2019.

Anthony Groves, Mayor

Attest: _____
Tina Keys, City Secretary

CITY OF BRADY ADMINISTRATIVE PROCEDURES		
SUBJECT: Standard Operating Procedure (SOP) - Disposal of Surplus and Salvage	EFFECTIVE DATE: 2-19-2019	REVISED DATE:
APPROVED:	Resolution No.: 2019-006	

INTRODUCTION:

The purpose of this standard operating procedure (SOP) is to establish a process for proper disposal of City owned assets which is considered excess to the City's needs. This SOP does not include the sale of Real Estate.

POLICY STATEMENT:

This SOP is intended to create a process that is transparent to the community and maximize the return on investment. To properly document the disposal method of assets that are not needed for either City or public use within the foreseeable future.

DEFINITIONS

Asset – A tangible item of value that may include furniture, fixtures, equipment, vehicles, computer hardware, or buildings.

Capital Asset – a fixed asset that meet the capitalization purchase threshold of \$5,000 or greater.

Online Auction – The process by which, the public has the opportunity to purchase an asset at the highest price over the internet.

Public Auction – The process by which, the public has the opportunity to purchase an asset at the highest price.

Real Estate – Real property that includes land along with anything permanently affixed to the land such as buildings. For this category real estate includes infrastructure.

Surplus & Salvage – An Asset including movable equipment or supplies that a Department/Division determines to be obsolete or unusable.

OBJECTIVES:

Produce some guiding principles for ensuring employees utilize proper management of city assets during the disposal process.

1. To establish a consistent methods of disposal of City assets for all City Departments/Divisions;
2. To identify and clarify an employee's involvement in the disposal of City assets;
3. To define and standardize the methods of disposal;
4. Finance Department's role in the monitoring and documentation of the disposal of all City assets;
5. That the City makes every effort to repurpose, obtain value for, or sell of an asset to limit accumulation of unneeded City property;
6. To provide for financial accountability.

PROCEDURES:

Disposition of City property other than scrap metal:

1. A request for disposal must be generated by the Division supervisor by completing a Surplus & Salvage Property Form (Exhibit 1) and submit the request to Finance for the initiation of disposal.
2. The supervisor is required to complete as much information as possible on the Surplus & Salvage Property Form to accurately identify and describe the property being disposed to include pictures.
3. If the asset is a capital asset, Finance will record the Incode System fixed asset number in the "Finance Department Only" area noted on the Surplus & Salvage Property Form. (Exhibit 1)
4. The disposition method for City property will be determined based on the guidelines outlined in the Fixed Asset Policy section VIII. Disposition of Fixed Assets, and the Purchasing Policy.
5. Once Finance has confirmed the list of City property for disposal a memorandum will be created for each Department and will require the final approval of disposition by the Department Head and City Manager.
6. If not approved by Council in the City's Budget document, a formal request giving the City Manager the authority to dispose of confirmed city surplus property in the manner most advantageous to the City will be presented to Council prior to any disposal. Council shall also approve by same Resolution the property presented is surplus and the method of disposal.
7. The schedule for the disposal of City assets will be circulated yearly on the Purchasing – Inventory – Budget Calendar provided by Finance at the beginning of the budget year (month of October). This timeline is important to ensure that Finance has the opportunity to:

- a. Research each item for proper identification and classification;
 - b. Obtain all identifying information from the City's Software (Incode) System;
 - c. Confirm that required documentation is available to include titles and certificates of origin;
 - d. Provide sufficient electronic copies of pictures needed to download onto the online auction website;
8. The primary method of disposal will be by online auction (www.publicsurplus.com) unless otherwise specified by the Department and approved by the City Manager, which can include; public auction, trade-in, donation, recycled or waste management.
9. Finance is responsible for conducting the online auction, monitoring the process and completing the required paperwork for the final disposition of City property.
10. All records will be maintained by the Finance Department.

Disposition of scrap metal

Divisions are responsible for taking scrap metal collected from the following but not limited to; inoperable equipment, broken parts; old street signs; wire and cable from worksites; scrap metal abandon on city facilities, streets or right-of-ways.

1. A picture must be taken of all scrap metal that is taken to the local recycling facility or other approved recycling facility.
2. Recycling facility must provide you with a purchase ticket, cash amount of the sale or company check.
3. The pictures, purchase ticket, cash amount or company check must be turned in to the Purchasing Agent for deposit. All documentation will be filed for record and review.
4. Once the deposit is completed by the City's Cash Clerks, a copy of the receipt will be returned to the Division for confirmation of deposit.
5. Finance will request a quarterly report from the local recycling facility for confirmation of receipt.
6. Any discrepancies will be reported immediately to the Finance Director.

Disposition of property originally acquired from the City of Brady Volunteer Fire Department By Resolution 2010-004

If the surplus property was originally acquired from the City of Brady Volunteer Fire Department (VFD), the Purchasing Agent shall notify the President of the Board of the VFD that the property is surplus and will be scheduled for disposal. The President of the Board of the VFD shall have 30 days to request that the property be returned to the VFD. If the VFD does not request the return of the property, the disposal of the property shall be in accordance with the procedure under this policy.

DEPARTMENT RESPONSIBILITIES:

1. Department Heads are required to enforce this SOP.
2. Ensure that employees are aware and understand the procedures for disposal.
3. Communicate with all City Departments and Purchasing Agent to determine if the asset could be re-purposed to another Department/Division before submitting a request for disposal.

DIVISION RESPONSIBILITIES:

1. Employees must obtain approval from supervisor on the sale of scrap metal.
2. Ensure that property is removed from inside the asset (vehicle or equipment) before submitting for disposal, for example:
 - a. Fire extinguishers
 - b. First aid kits
 - c. Flashlights
 - d. Other miscellaneous items
3. All City decaling is removed from the City asset.
4. Inspect and remove all trash from inside the asset.

COMPLIANCE:

Employees shall comply with this SOP or policy and any subsequent SOP, policy or guidelines issued by the City Manager. Violations of this policy may subject an employee to disciplinary action up to and including indefinite suspension/termination. These responsibilities are to be included in the designated individual's performance evaluation.

EXHIBIT 1



SURPLUS & SALVAGE PROPERTY FORM

Department: _____ Division: _____

Main Contact: _____ Contact number: _____

Pick-up location: _____

Description of Property: Include type of asset, year, make model, brand, tonnage, capacity, horsepower, gallons, extra accessories, etc....

(for supplies attached a list of items)

Equipment/vehicle Unit No.: _____ VIN No.: _____ License No.: _____

(last 5 digits)

Mileage/hours: _____ Serial No: _____

Condition: (Circle one)

Excellent	Good	Fair	Poor
-----------	------	------	------

Working Condition: (Circle one)

Operable	Inoperable	Unknown
----------	------------	---------

Known problems/missing parts:**Reason for disposal:** (Circle one)

Age	Obsolete	Maintenance Cost	Other
-----	----------	------------------	-------

Document other: _____

Fair Market Value: \$ _____

(Provide documentation to support the FMV)

PICTURES MUST BE EMAILED IN ORDER TO DOWNLOAD INTO THE ONLINE AUCTION WEBSITE**FINANCE DEPARTMENT ONLY:**

Fix Asset: Yes No Fix Asset Transfer: Yes No

Fix Asset Number: _____

Disposition Method: (Circle one)

Internal Transfer	Public Auction	On-line Auction	Trade-in	Recycled	Waste
-------------------	----------------	-----------------	----------	----------	-------

Auction Number: _____ Posted Date: _____ End Date: _____

Final salvage value: _____

City Council
City of Brady, Texas

Agenda Action Form for Ordinance

AGENDA DATE:	02-19-2019	AGENDA ITEM	7.I.
AGENDA SUBJECT:	Discussion, consideration and possible action regarding first reading of Ordinance 1267 of the City of Brady, Texas, approving the Recodification of Ordinances as recommended by Franklin Legal Publishing.		
PREPARED BY:	Tina Keys / Kim Lenoir	Date Submitted:	2/15/19
EXHIBITS:	Ordinance 1267 Code of Ordinance Book will be available at the meeting for review		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			
SUMMARY: Franklin Legal Publishing has been responsible for updating the City of Brady Code of Ordinances on our website for many years. In September of 2015, it was brought to the City's attention by Franklin Legal that the fee schedule that was adopted by Ordinance 1183 included many fees that were inconsistent with fees included on ordinances that had been adopted throughout the years and may not have been amended by ordinance.			
Franklin Legal at that time suggested we do a complete recodification and legal review of all ordinances allowing them to amend and delete obsolete ordinances. Council agreed and Franklin Legal was hired. After a long and tedious process, Franklin Legal has finished their review and is now presenting the new City of Brady Code of Ordinances updated to November 6, 2018 and the new City of Brady Home Rule Charter including items that were approved by voters in the May 2018 election.			
RECOMMENDED ACTION:			
Mayor will ask: <u>"Madam City Secretary please read the Ordinance Preamble for the record in accordance with the City Charter."</u> "Secretary reads preamble"			
Mayor calls for a motion: Move to approve first reading of Ordinance 1267.			

ORDINANCE NO. 1267

AN ORDINANCE OF THE CITY OF BRADY, TEXAS, ADOPTING AND ENACTING A NEW CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF NOT EXCEEDING \$500 GENERALLY OR EXCEEDING \$2,000 FOR VIOLATIONS RELATING TO FIRE SAFETY, ZONING OR PUBLIC HEALTH AND SANITATION OR EXCEEDING \$4,000 FOR VIOLATIONS RELATING TO DUMPING OF REFUSE; PROVIDING FOR THE AMENDMENT OF SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

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

Section 1. That the Code of Ordinances of the City of Brady, Texas, consisting of Chapters 1 through 14, each inclusive, and Appendices, is hereby adopted and enacted which shall supersede all other general and permanent ordinances of the City passed on or before November 6, 2018.

Section 2. All ordinances of a general and permanent nature enacted on or before November 6, 2018, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The codification consists of all ordinances as codified therein and as may be revised pursuant to the ordinance codification process and as evidenced by the memorandum of understanding provided as a part of said process.

Section 4. The repeal provided for in Section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 5. Unless a differing penalty is expressly provided for within the Code, every person convicted of a general violation of any provision of the Code or any rule, ordinance, or police regulation of the City shall be punished by a fine not to exceed \$2,000.00 for violations of all such rules, ordinances and police regulations that govern fire safety, zoning, or public health and sanitation, not to exceed \$4,000.00 for violations of all such rules, ordinances and police regulations that govern the dumping of refuse, and not exceeding \$500.00 for all other violations. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the City may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 6. Additions or amendments to the Code when passed in such form as to indicate the intention of the City Council to make same a part of the Code shall be deemed to be incorporated into the Code, so that reference to the Code includes the additions and amendments.

Section 7. Ordinances adopted after November 6, 2018, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 8. This ordinance and the Code adopted hereby shall become effective upon final passage of this ordinance.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BRADY,
TEXAS, ON THIS THE _____ DAY OF _____, 2019.

Mayor

ATTEST:

City Secretary



February 13, 2019

Tina Keys, City Secretary
City of Brady
101 E. Main St.
Brady, TX 76825

Dear Tina:

Transmitted herewith is the draft copy of the Code of Ordinances of the City of Brady, along with an ordinance to adopt the new code. Upon adoption of this ordinance, please assign a number to it and forward an executed copy to me. Please note that since the ordinance contains a penalty provision, it will be necessary to follow publication requirements established by law. The index will be sent along with the remaining copies of the code after adoption.

There is also enclosed an addendum to the memorandum of understanding which outlines a few additional changes made to the code after the memorandum of understanding was approved by the city or items we believe require further review and amendment by ordinance.

In approximately thirty (30) days from the date of adoption of the new Code of Ordinances, I will be forwarding the remaining number of copies of your new Code. Also at that time, we will complete preparation of the electronic version of the code and will also place the code on the Internet. Finally, I will include one additional index for insertion in this draft copy.

If you have any questions or concerns, please do not hesitate to give me a call.

Sincerely,

A handwritten signature in black ink that reads "R. Kirk Franklin". The signature is fluid and cursive, with "R. Kirk" on the top line and "Franklin" on the bottom line.

R. Kirk Franklin, President/Attorney at Law

CODE OF ORDINANCES OF THE CITY OF BRADY

ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING

As prepared by



2435 20th Street
Lubbock, Texas 79411
806.797.8281
www.franklinlegal.net

CODE OF ORDINANCES OF THE

CITY OF BRADY

ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING

GENERAL COMMENTS AND RECOMMENDATIONS

The following comments are in addition to or contradict items in the completed and approved memorandum of understanding. These changes were made after consultation with city staff.

NOTE: Any and all findings, comments and/or recommendations made by Franklin Legal Publishing should be fully reviewed by an attorney appropriately designated to represent the city. Liability shall extend only to correction of errors in the code and supplements and not to acts or occurrences resulting from any such errors.

HOME RULE CHARTER

1. The city provided a complete charter with the propositions for the 2009 election incorporated. This version was published in the code and subsequently amended in 2013, 2015 and 2018. While reviewing the charter for the recodification projection, it became apparent that not all of the 2009 voter-approved propositions were included in the charter provided by the city. Therefore, the following changes will be made to the charter.

Proposition 3 stated: "Shall the Brady City Charter be amended to clarify wording relating to the Council as the primary authority for ordering the election and final determination of qualifications of new members?" The language suggested by the city attorney assisting the charter commission for this section was "The Council shall be primary authority for ordering the election and final determination of qualification of new members." This change will be incorporated in the code prepared for adoption.

Proposition 4 stated: "Shall the Brady City Charter be amended to reword all references to Department of Police, and rephrase as Police Department?" While this change was made in some instances in the charter provided by the city for inclusion, this was not done consistently. This change will be incorporated in the code prepared for adoption.

Proposition 14 called for the addition of lettered subsections throughout the charter. It appears this was not done in the charter provided by the city for inclusion but a nonsubstantive review performed in 2013 changed some subsection designations for consistency. No changes will be made during the codification regarding the lettering and numbering of subsections.

Proposition 16 states: "Shall the Brady City Charter be amended to remove language referring to the initial creation of the Charter? (Article XII, Section 12.14)" This language was not omitted in the charter provided by the city for inclusion but this change will be incorporated in the code prepared for adoption.

CHAPTER 1 **GENERAL PROVISIONS**

2. Sec. 1.05.001, Fees for payment by credit card. Subsection (c) (Service charge for dishonored payment) was omitted at the direction of the city, as this is no longer applicable.

CHAPTER 6 **HEALTH AND SANITATION**

3. Sec. 6.02.004, Emergency medical service charges. Per the city, these fees are no longer applicable and will be omitted.
4. Sec. 6.02.005, Charge for refusing service after 911 call. Per the city, this fee is no longer applicable and will be omitted.

CHAPTER 12

TRAFFIC AND VEHICLES

5. Sec. 12.05.014, Parking prohibited from 7:30 a.m. to 3:30 p.m. on certain streets. Pertinent to item 48 of the legal review, this section pertaining to parking on specific streets was omitted in its entirety.
6. Sec. 12.04.043, Other intersections where stop or yield required. The reference to section 12.04.044(a) (which was deleted by the memorandum of understanding), was omitted.

CHAPTER 13

UTILITIES

7. Sec. 13.03.050, Miscellaneous charges. At the direction of the city, utility usage history will be removed from the list of fees in this section.
8. Sec. 13.03.051, Tapping and connection fees. As the city does not charge an electrical service connect fee, subsection (d) will be omitted in its entirety.
9. Sec. 13.05.033, School rates. Schools no longer receive a special rate and this section will be omitted from the code.
10. Sec. 13.05.034, Transfer of service to other provider; line extension fee. At the city's request, this section and fees listed in the fee schedule were omitted.

APPENDIX A

FEES SCHEDULE

11. Sec. A1.002, Fees for payments by credit card.
 - In subsection (a), the processing fee was decreased to three percent.
 - At the direction of the city, subsection (b) was omitted in its entirety.

12. Sec. A1.003, Municipal court fees. At the direction of the city, this section was omitted from the schedule and the technology fee and security fund fee were retained in the sections of the code from which they derived.
13. Sec. A5.012, Registration of roofers. As registration of roofers falls under contractor registration, at the request of the city this section will be omitted in its entirety. Language was added to the contractor registration fee to clarify that roofers are included.
14. Sec. A7.005, Emergency medical service charges. These fees are no longer applicable and will be omitted.
15. Sec. A7.006, Charge for refusing EMS service after 911 call. This fee is no longer applicable and will be omitted.
16. Sec. A10.001, Electric utility rates. Subsection (e) pertaining to school rates will be omitted in its entirety.
17. Sec. A10.011, Miscellaneous fees.
 - At the direction of the city, subsection (a) will have the following text added: "First one free, each additional one is \$5.00."
 - At the direction of the city, subsection (d) (utility usage history) will be omitted.
18. Sec. A10.022, Electrical service connect fee. At the city's request, this section was omitted.
19. Sec. A10.023, Electrical service transfer to other provider; line extension fee. At the city's request, this section was omitted.
20. Sec. A10.028, Water rates during drought contingency stages. Per the city's request, these fees will be omitted from the fee schedule. In the applicable sections of the code from which these fees derived, language will be added to indicate these fees shall be in the amount established by city council until such a time as the city adopts an amending ordinance.

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

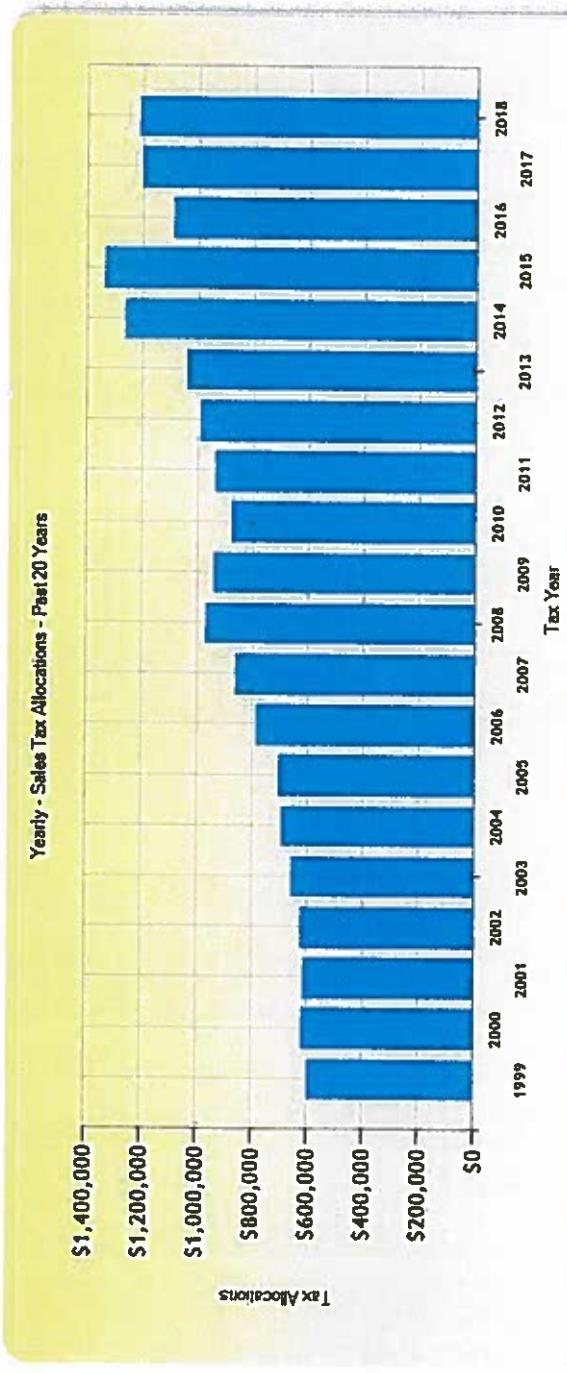
[Download to Excel](#)

[Change Fiscal Year End](#) 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	\$102,877	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$511,860
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

1 2 3 4 >



**CITY OF BRADY
CITY COUNCIL CORRESPONDENCE**

TO: MAYOR AND COUNCIL

FROM: FINANCE / UTILITY DEPARTMENTS

SUBJECT: MONTHLY CUSTOMER SERVICE REPORT

DATE: January 31, 2019

SERVICE ORDER REPORT FY 18-19

RECONCILED OPERATING CASH / TOTAL UTILITY BILLINGS

Fiscal Year 18-19

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

FISCAL YEAR 2017-2018													
SERVICES	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	APR.	MAY	JUNE	JULY	AUG.	SEPT.	To Date Total
	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	1,788	1,769	1,857	2,033	1,547	20,535
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. 18th Presidents Day													
Closed Mar. 30th Patriot Friday													
Closed May 28th Memorial Day													
Closed July 4th													
Changes in Clients, either into Nursing home/rehab or on temp. leave resulting in 95 less meal!													

Brady Municipal Golf Course
Monthly Report

Item	FY 2018		FY 2019		Oct		Nov		Dec		Jan		Feb		Mar		April		May		June		July		August		Sept		FY 19	
	Rounds	1358	279	103	94	33	49																							
Green Fees	\$18,929.47	\$ 4,076.00	\$1,407.70	\$1,490.00	\$543.00	\$635.00																								\$ 4,075.70
Membership Round	2895		811	238	233	143	197																						811	
Student Rounds	60		15	7	2	2	4																						15	
Total Rounds	4313		1,105	348	329	178	250																						1105	
Trail Fee	56		9	2	5	2	0																						9	
Trail Fee Revenues	\$217.00	\$ 32.50	\$8.00	\$16.50	\$8.00	\$0.00	\$0.00																					\$ 32.50		
Cart Rentals	829		183	50	60	32	41																						183	
Cart Revenue	\$13,293.75	\$ 2,527.50	\$815.00	\$800.00	\$400.00	\$512.50																						\$ 2,527.50		
Cart Shed Rental	\$15,567.50	\$ 12,000.00	\$11,637.50	\$10,000.00	\$125.00	\$137.50																						\$ 12,000.00		
Vending Revenue	\$12,480.39	\$ 1,547.27	\$517.28	\$516.91	\$186.38	\$326.70																						\$ 1,547.27		
Memberships	233		101	35	20	22	24																					101		
Membership Fees	\$31,090.62	\$ 16,190.00	\$9,655.00	\$2,565.00	\$1,470.00	\$2,500.00																						\$ 16,190.00		
Driving Range	433		59	4	26	5	24																					59		
Range Revenue	\$1,910.28	\$ 240.00	\$19.00	\$98.00	\$23.00	\$100.00																						\$ 240.00		
Misc.	\$10,078.70	0																										0		
Total Revenue	\$103,567.71	\$ 36,612.97	\$24,059.48	\$5,586.41	\$2,755.38	\$4,211.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,612.97				

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

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

Item	FY 2016	FY 2017
Rounds	1462	2311
Green Fees	\$18,359.14	\$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	\$16,250.04	\$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

\$36,612.97

\$0.00 variance

TO: BRADY CITY COUNCIL
FROM: STEVE THOMAS, CHIEF OF POLICE
THROUGH: KIM LENNOIR, CITY MANAGER

SUBJECT: MONTHLY POLICE REPORT FOR JANUARY 2019
DATE: FEBRUARY 7, 2018 - FISCAL YEAR 2018-2019



	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Person Crimes	27	43	30	6									106
Property Crimes	21	30	22	25									98
Narcotics Crimes	7	5	1	2									15
Disturbances	38	50	36	20									144
Felony Arrests	6	10	3	2									21
Misdemeanor Arrests	8	8	1	7									24
Suspicious Person/Vehicle	33	59	48	46									186
Felony Warrant	0	4	2	3									9
Misdemeanor Warrant	2	7	1	2									12
D.W.I.	2	2	0	0									4
Alarms	10	14	5	11									40
Agency Assist	22	37	25	33									117
Public Assist	23	18	4	14									59
Escorts	3	3	2	3									11
Animal Calls	13	8	7	9									37
Traffic Direction	3	6	8	6									23
Close Patrols	161	100	35	163									459
Civil Matters	24	24	7	16									71
Juvenile	6	5	5	3									19
Crash Investigation	16	15	16	10									57
Welfare Concerns	28	24	10	16									78
Information	20	28	22	32									102
Court	1	1	1	0									3
Citations	37	8	13	17									75
Warnings	9	25	22	16									72
Building Checks	221	199	132	213									765
Misc. Incidents	74	88	78	39									279
Supplements	2	0	0	1									3
Follow ups	11	3	0	3									17
Reports	19	28	15	11									73
Curfew Violations	0	0	0	0									0

Brady Police Department Abbreviations:

FV - Family Violence DW - Deadly Weapon PS - Public Servant FI - Financial Instrument CS - Controlled Substance BI - Bodily Injury DOC - Disorderly Conduct
DWI - Driving While Intoxicated MJ - Marijuana DD - Dangerous Drug DWLS - Driving While License Suspended

BWB/Brady VFD Maintenance Fund		Description				
Date	Payee	Amt	Ck #	Recurring Payment	Other Comments	
1/1/2019						
1/1/2019	CITC	Central Texas Tele Communications	25.00	EFT	X	Tower Lease
1/2/2019	City of Brady	Slipend from City	2,050.00			Slipend from City
1/11/2019	VFIS	Insurance Renewal	2,037.00	230		Insurance Renewal

**TO: BRADY CITY COUNCIL
FROM: STEVE THOMAS, CHIEF OF POLICE**

**SUBJECT: MONTHLY ANIMAL CONTROL REPORT FOR JANUARY 2019
DATE: FEBRUARY 7, 2019- FINAL for FISCAL YEAR 2018-19**

TJoice Register

INVOICE	DATE	Last Name	TYPE	Rental	6.11.01 T	611.02	640.1 Tie	645.00	646.00	646.01 Jet-647.00	Price Per	AvgGas	Jet-A	Military
				Hanger	Hanger	Down	Misc	AvgGas	A	Military	Total Sale	Gallons	Gallons	Jet Gallons
313559	12/29/2019	Olsen	Charge	CC				91.375	0	0	\$91.38	4.250000	21.5	
313561	1/3/2019	JCAP Aviation	CC					127.5	0	0	\$127.50	4.250000	30	
313562	1/3/2019	Smith	CC					0	1102.95	0	\$1,102.95	3.870000	20	285
313563	1/4/2019	Jolliff	CC					85	0	0	\$85.00	4.250000	20	
313564	1/4/2019	Babineaux	CC					165	0	0	\$165.00	4.150000	40	
313565	1/6/2019	Hightbotham	CC					0	387	0	\$387.00	3.870000	100	
313566	1/7/2019	Jolliff	Charge					0	0	0	\$70.00			
313567	1/7/2019	Branch	Charge					530.00	0	0	\$590.00			
313568	1/7/2019	Raudry	Charge					50.00	0	0	\$50.00			
313569	1/7/2019	Amrett	Charge					570.00	0	0	\$70.00			
313570	1/7/2019	Smalista	Charge					530.00	0	0	\$70.00			
313571	1/7/2019	Roy	Charge					530.00	0	0	\$70.00			
313572	1/7/2019	Hammond	Charge					530.00	0	0	\$70.00			
313573	1/7/2019	Scott	Charge					570.00	0	0	\$70.00			
313574	1/7/2019	VOID	Charge					530.00	0	0	\$70.00			
313575	1/7/2019	Ramsay	Charge					570.00	0	0	\$70.00			
313576	1/7/2019	Morgan	Charge					570.00	0	0	\$70.00			
313577	1/7/2019	Merren	Charge					5140.00	0	0	\$140.00			
313578	1/7/2019	Morgan	Charge					570.00	0	0	\$70.00			
313579	1/7/2019	Kruszku	Charge					5120.00	0	0	\$120.00			
313580	1/7/2019	Day Aircraft Refinishers	Charge					570.00	0	0	\$70.00			
313581	1/7/2019	Kothman	Charge					570.00	0	0	\$70.00			
313582	1/7/2019	Amrett	Charge					570.00	0	0	\$70.00			
313583	1/7/2019	Powell	Charge					570.00	0	0	\$70.00			
313584	1/7/2019	Boyles	Charge					570.00	0	0	\$70.00			
313585	1/7/2019	Townsend	Charge					570.00	0	0	\$70.00			
313586	1/7/2019	Cromer	CC					0	0	0	\$70.00			
313587	1/8/2019	Brashear	CC					94.35	0	0	\$94.35	4.250000	22.2	
313588	1/10/2019	Texas Specialty Hunts	CC					344.25	0	0	\$344.25	4.250000	81	
313589	1/10/2019	Gama Aviation	Contract					0	1137.562	0	\$1,137.56	3.091200		368
313590	1/12/2019	Amrett	CC					\$16.00	0	0	\$16.00			
313591	1/13/2019	Amrett	CC					\$48.00	0	0	\$48.00			
313592	1/14/2019	Powell	Charge					144.925	0	0	\$144.93	4.250000	34.1	
313593	1/15/2019	Skyhouse	CC					425	0	0	\$425.00	4.250000	100	
313594	1/17/2019	Jakes Garage and Aviation	Cash					0	0	0	\$150.00			
313595	1/17/2019	Rancho Benito	Charge					1638.42	0	0	\$1,638.42	4.150000	394.8	
313596	1/17/2019	Fugro Geospatial	CC					656.2	0	0	\$656.20	4.250000	154.4	
313597	1/18/2019	Townsend	Charge					51.85	0.00	0	\$51.85	4.250000	12.2	
313598	1/18/2019	Scott	Charge					52.7	0	0	\$52.70	4.250000	12.4	
313599	1/18/2019	Powell	Charge					154.7	0	0	\$154.70	4.250000	36.4	
313600	1/19/2019	Amrett	CC					45.9	0	0	\$45.90	4.250000	10.8	
313601	1/20/2019	Fugro Geospatial	CC					513.825	0	0	\$513.83	4.250000	120.9	
313602	1/20/2019	Westwind Helicopters	CC					0	205.11	0	\$205.11	3.870000		53
313603	1/20/2019	Winter	CC					25.925	0	0	\$25.93	4.250000	6.1	
313604	1/22/2019	LD Services	CC					0	957.58	0	\$957.58	3.770000		254
313605	1/23/2019	Long	CC					0	580.5	0	\$780.50	3.870000		150
								\$200.00						

Multicity Audiences Total by GL Number

611.00 Rent	\$425.00
611.01 T-Hangar	\$770.00
611.02 Bldg Rent	\$690.00
640.01 Tie Down	\$50.00
645.00 Misc.	\$64.00
646.00 1000L	\$5,548.15
646.01 Jet-A	\$10,980.73
647.00 Nitro	\$417.77

National Science Games

110001
jet:A
MILITARY
13185
3157
136
65
52

OPS Report

TOTAL										
INVOICE	DATE	SALE	TYPE A/C	N Number	SE	ME	Turbine	Jet	HELO	
313559	12/29/2019	\$91.38	Baron	541MG		4				
313561	1/3/2019	\$127.50	Bonanza	CGXJX	2					
313562	1/3/2019	\$1,102.95	CJ	525PL				6		
313563	1/4/2019	\$85.00	C172A	7162T	2					
313564	1/4/2019	\$166.00	Cirrus	485KB	2					
313565	1/6/2019	\$387.00	CJ-1	525PL				6		
313566	1/7/2019	\$70.00	C172A	7162T	2					
313568	1/7/2019	\$50.00	Comanche	5102P	2					
313569	1/7/2019	\$70.00	Mooney	7616N	2					
313571	1/7/2019	\$70.00	C172	4951G	2					
313573	1/7/2019	\$70.00	Ercoupe	3814H	2					
313575	1/7/2019	\$70.00	C172	7563X	2					
313576	1/7/2019	\$70.00	Sierra	6956R	2					
313577	1/7/2019	\$140.00	C170	4129Y	2					
313578	1/7/2019	\$70.00	L2A	46587	2					
313579	1/7/2019	\$120.00	Baron	4JA	2					
313581	1/7/2019	\$70.00	Bonanza	261AA	2					
313582	1/7/2019	\$70.00	Hatz	3250A	2					
313583	1/7/2019	\$70.00	Cirrus	926DC	2					
313584	1/7/2019	\$70.00	C182	228CA	2					
313585	1/7/2019	\$70.00	C172	86284	2					
313586	1/7/2019	\$70.00	Mooney	7872V	2					
313587	1/8/2019	\$94.35	C172	7984B	2					
313588	1/10/2019	\$344.25	R44	418TF				8		
313589	1/10/2019	\$1,137.56	King Air 35	820UP		4				
313590	1/12/2019	\$16.00	Mooney	7616G	2					
313591	1/13/2019	\$48.00	Hatz	3250A	2					
313592	1/14/2019	\$144.93	Cirrus	926DC	2					
313593	1/15/2019	\$425.00	Bell	5NH				8		
313596	1/17/2019	\$656.20	PA31	N8131		4				
313597	1/18/2019	\$51.85	C172	8628U	2					
313598	1/18/2019	\$52.70	Ercoupe	3418H	2					
313599	1/18/2019	\$154.70	Cirrus	926DC	2					
313600	1/19/2019	\$45.90	Hatz	6250A	2					
313601	1/20/2019	\$513.83	Navajo	N3181		4				
313602	1/20/2019	\$205.11	Jet Ranger	2297E				8		
313603	1/20/2019	\$25.93	L4	32M	2					
313604	1/22/2019	\$957.58	Falcon 900	900LN				6		
313605	1/23/2019	\$780.50	King Air	414RT		4				
313606	1/25/2019	\$441.87	UH60	20755				8		
313607	1/25/2019	\$1,319.94	Phenom	348FX				6		
313608	1/27/2019	\$20.40	C172	4951G	2					
313609	1/27/2019	\$147.06	Hughes 50	610ES				8		
313610	1/27/2019	\$1,109.74	Phenom	348FX				6		

313611	1/27/2019	\$46.33	Piper	2120J	2	
313612	1/28/2019	\$2,540.98	Falcon 900	900LN		6
313613	1/29/2019	\$973.73	Phenom	373FX		6
313614	1/29/2019	\$317.34	Jet Ranger	2268G		8
313615	1/30/2019	\$127.50	C172	4951G	2	
313616	1/30/2019	\$201.24	Bell 206A	2927W		8
313617	1/30/2019	\$127.50	C172	54015	2	
313618	1/30/2019	\$25.50	Ercoupe	3210H	2	
313619	1/31/2019	\$85.00	C182	127SL	2	
313620	1/31/2019	\$498.00	Bell	5NH		8

TOTAL OPERATIONS	68	4	8	42	64
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Selma Diaz
2/01/2019

Code Enforcement Monthly Case Load FY 2019

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	

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	27							71
0	0	0	1							0
4	0	1	54							4
4	0	1	55							4
45	0	4	4							45
0	0	0	0							0
30	30	27	78							30

Utility Inspections

238

10	21	9	14
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Silvia Diaz
2/01/2019

**Building Permit Department
Monthly Report
FY 2019**

CITY OF BRADY
MONTHLY FINANCIAL REPORT
AS OF: JANUARY 31ST, 2019

33.33% OF FISCAL YEAR

	CURRENT BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE % TO DATE
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	YEAR TO DATE PRIOR YEAR
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BEGINNING FUND BALANCE &**NET WORKING CAPITAL**

13,796,818.73	13,796,818.73
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13,668,169.01	
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REVENUES

10 -GENERAL FUND	7,551,868.00	2,536,033.03	33.58	2,864,448.04
20 -ELECTRIC FUND	7,353,410.00	2,351,832.01	31.98	2,427,982.90
30 -WATER / SEWER FUND	3,808,675.00	1,149,379.75	30.18	3,871,369.18
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	426,728.99	38.83	453,476.39
50 -UTILITY SUPPORT FUND	660,400.00	232,346.72	35.18	161,226.52
60 -SOLID WASTE FUND	1,208,000.00	394,497.69	32.66	368,133.35
80 -SPECIAL REVENUE FUND	1,551,792.00	157,618.98	10.16	418,870.41
81 -CEMETERY FUND	106,100.00	114,885.64	108.28	0.00
82 -HOTEL/MOTEL FUND	308,400.00	181,052.82	58.71	0.00
83 -SPECIAL PURPOSE FUND	<u>34,700.00</u>	<u>32,513.50</u>	<u>93.70</u>	<u>0.00</u>
TOTAL REVENUES	67,087,345.00	7,576,889.13	11.29	10,565,506.79

EXPENDITURES

10 -GENERAL FUND	7,874,814.00	2,231,731.30	28.34	2,175,554.70
20 -ELECTRIC FUND	7,848,890.00	2,502,983.27	31.89	5,392,997.25
30 -WATER / SEWER FUND	4,546,462.00	935,718.17	20.58	883,471.09
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	478,036.43	35.96	638,456.43
50 -UTILITY SUPPORT FUND	641,033.00	183,629.86	28.65	139,390.02
60 -SOLID WASTE FUND	1,320,928.00	411,032.54	31.12	414,115.79
80 -SPECIAL REVENUE FUND	2,046,586.00	569,400.49	27.82	364,530.79
81 -CEMETERY FUND	92,110.00	14,865.33	16.14	0.00
82 -HOTEL/MOTEL FUND	308,400.00	62,977.18	20.42	0.00
83 -SPECIAL PURPOSE FUND	<u>7,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	69,420,403.00	7,390,374.57	10.65	10,008,516.07

REVENUES OVER/(UNDER) EXPENDITURES	(2,333,058.00)
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186,514.56	
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	556,990.72
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ENDING FUND BALANCE &**NET WORKING CAPITAL**

11,463,760.73	13,983,333.29
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	14,225,159.73
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MOTEL OCCUPANCY TAX

FY 2019 Quarter Totals

	Due	Total
1st Quarter FY 19 (October - December 2017)	- January 31, 2019	\$51,864.39
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
		<u>\$51,864.39</u>

FY 2019 Summary Collections

	Taxable Receipts	Tax @ 7%	1% Discount -	Net Tax
	\$370,191.96	\$25,913.44	Penalties	\$25,654.31
Holiday Inn Express - 2320 S Bridge 597-1800	\$370,191.96	\$25,913.44	\$259.13	\$25,654.31
Best Western - 2200 S. Bridge 597-3997	\$242,124.40	\$16,948.71	\$169.49	\$16,779.22
Sunset Inn - 2108 S. Bridge 597-0789	\$40,234.44	\$2,816.41	\$28.16	\$2,788.25
Gold Key Inn - 2021 S Bridge 597-2185	\$71,839.63	\$5,028.77	\$50.29	\$4,978.49
Brady Motel - 603 W. Commerce 597-2442	\$10,001.00	\$700.07	\$7.00	\$693.07
Harper Family Venture	\$1,358.00	\$95.06	(\$50.00)	\$145.06
Trucountry Inn - 202 W.Main 800-371-4121	\$11,893.48	\$832.74	\$7.71	\$826.00
	<u>\$747,642.91</u>	<u>\$52,335.20</u>	<u>\$471.78</u>	<u>\$51,864.39</u>

FY 2019 Grants	Commitment	YTD Distributions	Payment Date
Chamber of Commerce	\$234,500.00	\$60,000.00	Monthly thru 1/01/19
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>\$62,977.18</u>	
2019 Budget	\$308,400.00		

HISTORICAL COLLECTION / PAYOUT HISTORY

	2018	2017	2016	2015	2014
% CHANGE	-11.45%	40.91%	-12.54%	4.17%	19.35%
COLLECTONS	\$257,726.63	\$291,037.90	\$206,635.69	\$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>