

BRADY

THE CITY OF

TEXAS

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 MARCH 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 March 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 March 5, 2019 and Special Meeting on March 12, 2019.

5. PRESENTATION

Fire/EMS Department Annual Report for 2018 – Chief Lloyd Perrin

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 regarding approval of the Type B EDC request to apply for a USDA Revolving Business Loan Grant Project for \$50,000 with an EDC cash match of \$50,000 (Res 2019-B1 approved by Type B EDC March 6, 2019).
- B. Discussion, consideration, and possible action regarding first reading of **Ordinance 1268** of the City of Brady, Texas to amend Type A and Type B EDC FY2019 Budgets and creating a new additional fund budget for Type B as requested by Type A and B EDCs on March 6, 2019.
- C. Discussion, consideration, and possible action regarding approval of **Resolution 2019-015** approving the execution of the Bill of Sale Agreement with Type A EDC for Hangar E at Curtis Field Airport to the City (book value \$219,537).
- D. Discussion, consideration, and possible action regarding approval of **Resolution 2019-016** approving the execution of a special warranty deed conveying the vacant land at 502 W. 10th Street from Type A EDC to the City and from the City to Type B EDC.
- E. Discussion, consideration, and possible action regarding approval of **Resolution 2019-017** approving the execution of a special warranty deed conveying Lots 7 and 8 of Block 8 in the Jones Addition and assigning the lease (Old Dodge Crossing/Capco land and building) from Type A EDC to the City and from the City to Type B EDC.
- F. Discussion, consideration, and possible action authorizing the Mayor to sign the Assignment of Deed of Trust for dba Thomas Developments from Type A EDC to Type B EDC.
- G. Discussion, consideration, and possible action regarding approval of **Resolution 2019-019** forgiving further obligations of Type A EDC to fund the remaining debt of the 2009 vote to remodel and expand the Civic Center.
- H. Discussion, consideration, and possible action regarding approval of **Resolution 2019-020** approving a Performance Agreement with Type B EDC to pay remaining debt of the 2009 vote to remodel and expand the Civic Center (remaining amount \$743,066 payable with 1% of the sales tax receipts each year).
- I. Discussion, consideration, and possible action regarding approval of **Resolution 2019-021** approving a Chapter 380 Agreement with Type B EDC for the remaining Type A EDC final cash balance.
- J. Discussion, consideration, and possible action regarding approving a 5-year lease agreement with Redeemer Church for the old K-Life (Boy Scout) Building to conduct a community Youth Program.

- K. 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**.
- L. Discussion, consideration and possible action regarding **Resolution 2019-013** rescinding **Resolution 2010-005** removing the procedure and process for disposal of Surplus Brady Volunteer Fire Department Equipment.
- M. 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 (excluding Brady Volunteer Fire Department).
- N. Discussion, consideration, and possible action regarding **first reading of Ordinance 1269** of the City of Brady, Texas to amend FY2019 Budget for Emergency purchase of replacing a Medic Ambulance (\$252,000).
- O. Discussion and summary of City Council action and if procedures and processes worked.
- P. Discussion of a City improvement recognized by City Council.

8. STAFF REPORTS

- A. **February Monthly Activity Reports:** Visit Brady Report, Sales Tax Receipts, Fund Balance Report, Utility Reports, Seniors, Golf, BPD, BF/EMS, BVFD Expense Report, Animal Control, Airport, Code Enforcement, Chronic Code Complaints, and Structures Inhabited without Utilities
- B. **Upcoming Special Events/Meetings:**
March – 15th – 23rd HOT Country Music Festival – 2 weeks
April 6 – 9am to 12:30pm Don't Mess with Brady Trash-off
Week of April 8 – Curbside Bulk Trash Pick-up
April – Bagged Leaf Pick-up Schedule
June 6 – 75th Anniversary of D-Day and Earl Rudder Statue Dedication
June 8 – Inaugural Brady Farm to Table Fundraiser Dinner by Chamber of Commerce – Downtown
July 6 – 10am - 93rd July Jubilee Parade – Downtown Square
- C. **Upcoming City Calendar:**
March 27 – Annual Meeting for I-14 Coalition – Austin
April 19 – City Offices Closed for Good Friday Holiday
April 17 and 18 – Holiday Trash Pick-up Schedule Changes – Thurs to Wed; Fri to Thurs
May – Military Exercises – Curtis Field Airport
- D. **Investment Committee Minutes – March 14, 2019**

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 current policies in relation to employee eligibility for rehire, and Attorney Sarah Griffin duties under the City Charter.
- B. Pursuant to Section 551.071 (Consultation with Attorney), the City Council will consult with the City Attorney on a matter in which the duty of the attorney to the City under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act: legal opinion(s) regarding Old Brady Hospital, 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, March 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, Finance Director Lisa Remini, Public Works Director Steve Miller, Community Services Director Dennis Jobe, Police Chief Steve Thomas, Fire Chief Lloyd Perrin, Municipal Court Judge JT Owens, Street Superintendent Dugan Sewell, Electric Superintendent Joe Solis, and City Secretary Tina Keys. Also in attendance were Jay May, Harold Tacker, Lynn Farris, James Stewart, Sammi Sanchez, Rhonda Wright, Wayne Wright, and John and Linda Grimes.

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

Citizens who signed up to speak wanted to wait for agenda item to speak.

4. CONSENT AGENDA

- A. Approval of Minutes for Work Session and Regular Meeting on February 19, 2018.
- B. Approval of Resolution 2019-012 to cancel City Council election of May 4, 2019

Council Member Davis 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

2018 Annual Report for the Police Department – Chief Steve Thomas presented

6. PUBLIC HEARINGS:

There were no public hearings

7. INDIVIDUAL CONCERNS

- A. Discussion, consideration, and possible action regarding review of FY2019 electric division improvements proposed and completed. Steven Miller and Joe Solis presented showing picture of the poles that are targeted this year for replacement. No action was taken.
- B. 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. Steven Miller presented. Council and Electric Superintendent discussed different aspects of the Walnut project and Airport project. Council Member Sutton moved to to complete Airport Line Section 2. Seconded by Council Member Griffin. Two Council Members voted "aye" with three Council Members, Huffman, Garza and Davis voting "nay". Motion failed with a 2 - 3 vote.

- C. Discussion, consideration and possible action regarding **Resolution 2019-013** revising the procedure and process for disposal of Surplus Brady Volunteer Fire Department Equipment as outlined in Resolution 2010-004. Lisa Remini presented and told Council they were bringing item back at Council's request. JT Owens, Chief of the BVFD, discussed the Texas Forest Service's Helping Hands program where the old tanker truck was transferred to London VFD. Mayor Groves asked for a motion to approve Resolution 2019-013. Council Member Sutton moved to approve. There was no second. Motion failed due to a lack of second.
- D. 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. Lisa asked if Council would be OK with removing BVFD reference to this resolution so we can approve the policy. Mayor Groves asked for a motion with the portion referencing BVFD be removed. Huffman asked if we could add a section stating the Fire Dept assets be handled differently. Council Member Huffman moved to table. Seconded by Council Member Davis. All Council Members voted "aye" and none "nay". Motion passed with a 5 – 0 vote.
- E. Discussion, consideration, and possible action regarding approval to purchase one 2019 Chevrolet 1500 Silverado Crew Cab with specifications specific for law enforcement vehicles from Caldwell Country and approve **Resolution 2019-014** to finance the vehicle purchase with Government Capital Corporation for a total principal amount not to exceed \$39,810. Lisa Remini presented. Council Member Davis moved to approve Resolution 2019-014. Seconded by Council Member Huffman. All Council Members voted "aye" and none "nay". Motion passed with a 5 – 0 vote.
- F. Discussion, consideration and possible action regarding the renewal of Dodge Heights Addition existing lease agreements that are expiring in February and March 2019 and a proposed schedule of replatting. Dennis Jobe presented. Rhonda Wright said there are still a few concerns and went on to say they met with others from Dodge Heights. Their first concern is the amount of time. They requested a two-year extension. Additionally, the new lease was changing it to where you couldn't use it as a rental property. Dennis Jobe suggested staying with existing lease but then the lease fee changed to the newly adopted rate schedule. They are concerned particularly about the proposed 1-year lease because they don't think it will be done in one year. Council Member Huffman recommended leave the lease amounts the same for one year and review after a year. Dugan Sewell said he's concerned that it could change in one year. They feel it may take a while to re-plat. Mayor Groves asked what the process is to change the fee schedule. Lisa Remini said the fee schedule is in an ordinance. An amendment to the ordinance will need to be done. City Manager Kim Lenoir agreed that in this situation, council could extend the existing leases for two years and use the existing fees in those leases for 2 years. Council Member Huffman moved to extend leases for 2 years with the lease stated payments due. Seconded by Council Member Davis. Four Council Members voted "aye" and one, Council Member Sutton, voting "nay". Motion passed with a 4 – 1 vote.
- G. Discussion, consideration and possible action authorizing staff to advertise for bids for vacant $\frac{1}{2}$ acre lots at Davee Addition, Brady Lake, zoned Manufactured Homes with the appraised value the minimum bid required for each lot. Kim Lenoir presented. Council Member Sutton moved to authorize the staff to advertise bids for vacant $\frac{1}{2}$ acre lots at Davee Addition. Seconded by Council Member Huffman. All Council Members voted "aye" and none "nay". Motion passed with a 5 – 0 vote.

- H. Discussion, consideration and possible action regarding the second and final reading of **Ordinance 1267** approving the Recodification of Ordinances as recommended by Franklin Legal Publishing. Kim Lenoir presented. Council Member Sutton moved to approve the second and final reading of Ordinance 1267. Seconded by Council Member Garza. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.
- I. Discussion and summary of City Council action and if procedures and processes worked. Council Member Griffin would like to see item 7B put on a future agenda with clarification regarding priority to correct issues with the electric lines.
- J. Discussion of a City improvement recognized by City Council. Council Member Sutton said he thinks it's fantastic the way we are getting rid of the dilapidated and dangerous homes in our neighborhoods and thinks it's a good goal to set that we have proposed to take care of stray pets. He also thinks we have made a huge improvement in firefighting capabilities and personnel and a lot of improvements in the City streets. Electrical system has also been improved. Council Member Davis and Griffin seconded his remarks. Council Member Huffman wants to praise the work of Joe Solis and Dugan Sewell as well as Chief Perrin. She went on to say they have very difficult jobs and receive the most abuse and complaints and they are amazing people. She said “it's the people behind the scenes who are unbelievable and we do appreciate them”. Council Member Sutton also commented on the improvements that Dennis has made to golf course, ballfields and parks. He said a lot of infrastructure has been addressed and is showing improvement. Costs have gone up so it's hard to get done what needs to be done, but we try. Council Member Griffin commended that Dennis had done some tremendous work in bridging communication gaps and trying to give vision so we can serve our citizens better so we can begin to go forward more. Same for Lloyd Perrin. Council Member Sutton also bragged on Lisa Remini and Kim Lenoir. He commented that they have a hard job because they hear the wants and wishes and have to figure out how to make it happen.
- K. Discussion of Brady Lake Fish House repairs, requested by Council Member Missi Davis. Dennis Jobe presented and reviewed the progress and challenges.

8. STAFF REPORTS

- A. Dennis Jobe gave a status report on the Richards Park Ballfields construction project.
- B. January Monthly Activity Reports: Visit **Brady Report, Chronic Code Complaints, and Structures Inhabited without Utilities**
- C. February Minutes: Feb 4 – LEPC; Feb 19 – EDC; Feb 27 – GRW Steering Committee
- D. Upcoming Special Events/Meetings:
 - March 5 – 8 Southbound North Bridge Street Road Closure – detour W. White Street
 - March – 15th – 23rd HOT Country Music Festival – 2 weeks
 - April 6 – 9am to 12:30pm Don't Mess with Brady Trash-off
 - June 6 – 75th Anniversary of D-Day and Earl Rudder Statue Dedication
 - June 8 – Inaugural Brady Farm to Table Fundraiser Dinner by Chamber of Commerce – Downtown
 - July 6 – 10am - 93rd July Jubilee Parade – Downtown Square
- E. Upcoming City Calendar:
 - March 6 – 6pm EDC Meeting
 - March 11 – 15 BISD Spring Break
 - March 19 – 4pm Work Session – FY2020 Budget – Fire/EMS
 - March 27 – Annual Meeting for I-14 Coalition - Austin

Week of April 8 – Curbside Bulk Trash Pick-up

May – Military Exercises – Curtis Field Airport

- F. Review proposed plaques required for grant projects.

9. ANNOUNCEMENTS

Council Member Huffman requested a Special Council Meeting next Tuesday to review the Organizational Chart, staff positions and Fire/EMS needs. Other Council Members agreed they could meet at 5pm, next Tuesday.

10. ADJOURNMENT

There being no further business, the Mayor adjourned the meeting at 9:11 p.m.

Mayor Anthony Groves

Attest: _____

Tina Keys, City Secretary

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The City Council of the City of Brady, Texas met in a Special Meeting on Tuesday, March 12, 2019 at 5:00 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 Steven Miller, Finance Director Lisa Remini, Community Services Director Dennis Jobe, Fire Chief Lloyd Perrin, Court Clerk Valerie Gonzalez, Electric Superintendent Joe Solis, Police Chief Steve Thomas, Human Resources Administrator Catalina Simms, and City Secretary Tina Keys. Also in attendance was Jay May.

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

Mayor Groves called the meeting to order at 5:02 p.m. Council quorum was certified.

2. INDIVIDUAL CONCERNS

- A. Discussion, consideration, and possible action regarding review of updated 2019 Organizational Chart and of positions assigned to each department. Kim Lenoir presented. Council Member Huffman confirmed that Public Works Director position is partially funded by the state water project funds. Council Member Garza said department heads used to order their own materials and asked if they still do that. Steve Miller said they are responsible for their budgets and line items utilizing purchasing department and went on to say there are policies in place for purchases. Lisa Remini said purchasing policy assists with getting best quotes. Council Member Davis asked if that works pretty well and Miller said it works very well. Chief Thomas said it's different than what he has done before, but he gets used to it as years go by. Remini told Council that purchases over \$3,000 needs three quotes, under \$3,000, department heads can just go by it. Council questioned City Secretary position being under City Manager and also asked about Mechanic being under finance/purchasing. Lenoir pointed out that Administration and Finance Departments support all the city-departments/division. Council and Chief Thomas talked about communications personnel and hours worked and how ERCOT regulations are affecting this division. Chief Perrin told Council that Fire /EMS are full on personnel with last hire. Council Member Huffman doesn't think BVFD should be under the City organizational chart and Council Member Davis agreed. Community Services – Lenoir explained about Street Sanitation being moved from Solid Waste. Public Works – Council Member Huffman brought up difficulties in turning on new utility service. There was discussion about streamlining the process.

- B. Discussion, consideration, and possible action regarding Fire/EMS Department equipment needs. Kim Lenoir presented a 20-year replacement schedule for 3 ambulances. Council Member Huffman asked if we wait until beginning of fiscal year to order ambulance, how long will it take to get it in. Chief Perrin said November. Council Member Huffman asked about ordering one today, then, when it takes six months to get in, it will be ready for new fiscal year. Perrin told Council the manufacturer only needs a signed commitment to begin the production. Nothing needs to be paid until it gets finished. Lisa Remini told Council we would need to make a budget amendment. It takes a formal action. Propose to amend this year's budget then those funds roll over into next year's budget. We need to commit the funds then order. Not knowing what our revenue will be for the next year, we may have to go into reserve balance making it harder. Council Member Huffman thinks it needs to be done. Council Member Huffman moved to do an emergency amendment to budget to bring forth at next meeting to purchase a new ambulance. Seconded by Council Member Davis. All Council Members voted "aye" and none voted "nay". Motion carried in a 5 – 0 vote.

C. 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**. Council Member Huffman wants to try to come up with funds from other projects that weren't done to come up with the funds for both electric projects. Steve Miller informed Council that the quoted pricing expires April 6th. Mayor Groves understands the timing is critical. Council Member Davis asked if the total for both would be \$500,000 and Joe Solis said that's a guess but probably what it is going to be. Lisa Remini suggested allowing the electric division to do the Section 2 project in this year's budget because we have designated capital funds, with the idea of knowing for the 2020 budget, we will be asking council for funds to finish Walnut.

3. STAFF REPORTS

A. Upcoming City Calendar:

March 11 – 15 BISD Spring Break

March 19 – 4pm Work Session – FY2020 Budget Priorities – Fire/EMS Equipment Replacement Schedule

March 19 – Regular Council Meeting

March 27 – Annual Meeting for I-14 Coalition - Austin

Week of April 8 – Curbside Bulk Trash Pick-up

May – Military Exercises – Curtis Field Airport

4. ADJOURNMENT

There being no further business, the Mayor adjourned the meeting at 7:40 p.m.

Mayor Anthony Groves

Attest: _____

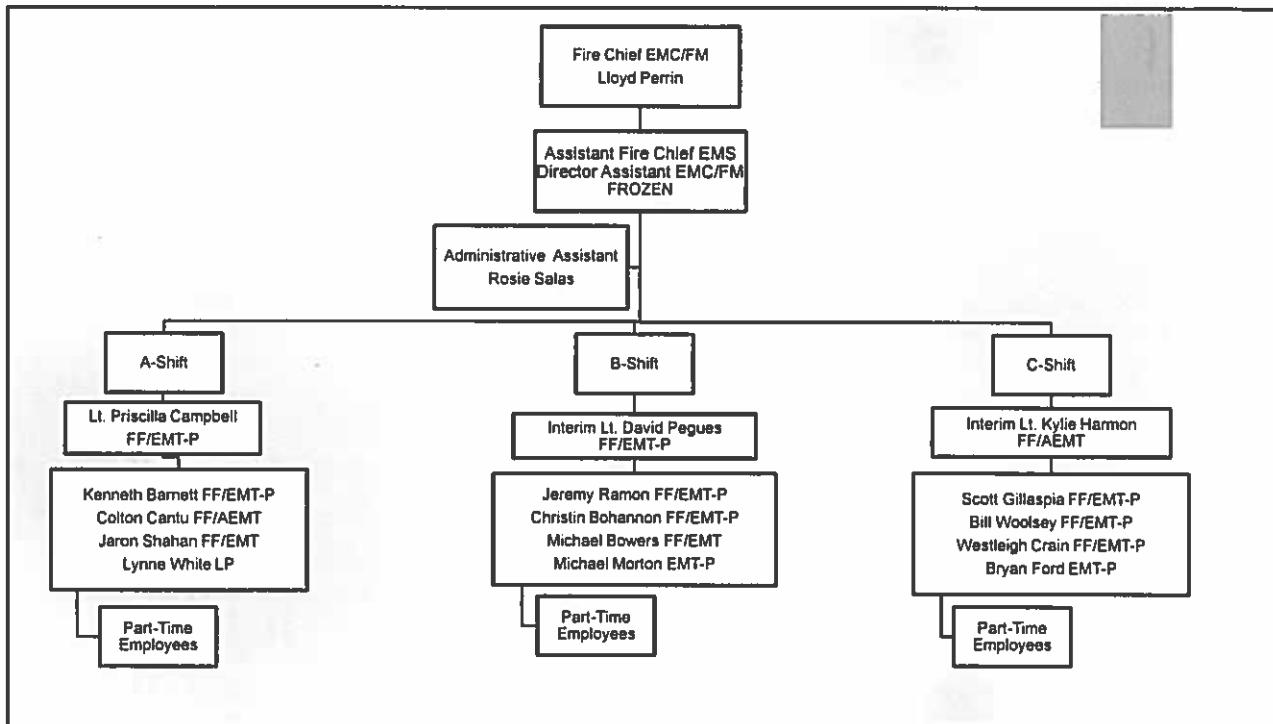
Tina Keys, City Secretary

Operating Positions of The Brady Fire/EMS Department

Brady Fire/EMS serves the citizens of the City of Brady and McCulloch County. They also assist six other Volunteer Fire Departments throughout the county.

Brady Fire/EMS at this time is funded for 18 full time employees. 15 of the fulltime employees work 48 hour shift with 96 hours off shift (4 per shift), and at this time the department has two full time 8-5 employees, one(1) position is frozen, Assistant Chief.

The Department needs to fill the Assistant Chief position and according to NFPA 1710 The Industry Standard for Career Fire Departments we need to look at hiring three (3) more employees, one per shift.



According to national standards a 6th employee needs to be added to each shift, adding 3 full-time fire personnel in the future. I feel they are very vital to the structure of the department. The following will explain the Organizational Chart how it works and why the position needs to be filled.

Fire Chief EMC/FM

- ▶ The fire chief is responsible for the over all running and management of the fire department. He is also the EMC for the city and the county and the Fire Marshal for the City of Brady. The fire chief works closely with city and county leaders on up coming events and or emergency that may put the citizens of the city and or county in harms way. He prepares the budget and the outlook for the next year or years to come. The fire chief works very close with his assistant chief when it comes to budget, and work with the command staff on what his employees of the department are requesting. The fire chief also performs inspections, plan reviews for new buildings, fire prevention activities and investigations. The fire chief also responds to major incidents if available.

Assistant Fire Chief EMS Director Assistant EMC/FM

- ▶ The Assistant Fire Chief/EMS Director/Assistant EMC/FM is responsible for the over all running and management of the EMS. He works very close with the fire chief on the budget for EMS. Works close with the billing company. He oversees the QA/QI process. Works with the departments medical director to provide the best care that can be given to the citizens of the city and the county. He is responsible in ordering EMS supplies. He works with TDSHS and TCFP to make sure the department is in compliance with state law. Oversees EMS and fire training for the department to keep the employees up to date on the classes that are needed. Performs ICS and fireground supervision, fire inspections, plans review, fire prevention activities, and fire investigations, and the EMC in the absence of the fire chief. He may from time to time have to fill in and respond to calls for service. He also responds to major incidents if available.

ADMINISTRATIVE ASSISTANT

- ▶ The administrative assistant completes EMS / Fire paperwork related to billing. Performs various secretarial duties such as typing, having knowledge of Microsoft Office, filing, public contact (both in person and by telephone), receiving and routing telephone calls, and does related work as required. They may be required to perform EMS duties at the certification level that they hold. Maintains and arranges the fire chief's and assistant chief's appointment calendar.

Shifts

- ▶ There are three shifts A, B, C. Each shift has a lieutenant and there should be five other employees, according to NFPA 1710 - The Industry Standard for Career Fire Departments, two employees are on the ambulance and four are on the fire engine.

LIEUTENANT

- ▶ They are responsible for day to day shift operations. They provide guidance to the shift employees for operations at emergency scenes. They insure that all fire and EMS reports are done and submitted on time. They are responsible for all employees under them. They answer to the fire chief or the assistant fire chief. They give out the daily truck assignments to insure they have the coverage for the ambulance and the fire engine on a day to day instance. They take on the role of command in the absence of the fire chief and the assistant chief. They provide emergency medical care to sick and injured to level of their certification.

SHIFT PERSONNEL

- ▶ Shift personnel can range from a FF/LP, FF/EMT-P, FF/AEMT, FF/Basic and are on the fire engine. Shift personnel with only a LP, EMT-P, AEMT, or EMT-Basic are only on the ambulance. We do have three(3) shift personnel that are only paramedics. There are responsible for ensuring that all fire and medical equipment and units are ready for any type of emergency. They provide care to the sick and injured, and work as a team during emergency operations.

Part-Time Employees

- ▶ Part-time employees are used to fill in shifts when need.

- ▶ As you can see by not having positions filled it makes it hard on just one person to do everything. Things get missed, over looked, not done in a timely matter. Each person has a function in the department and the department is more efficient when more employees can be hired.

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	3-19-2019	AGENDA ITEM	7.A
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding approval of the Type B EDC request to apply for a USDA Revolving Business Loan Grant Project for \$50,000 with an EDC cash match of \$50,000 (Resolution 2019-B1 approved by Type B EDC March 6, 2019).		
PREPARED BY:	Kim Lenoir	Date Submitted:	03/11/2019
EXHIBITS:	EDC Minutes and Resolution – March 6, 2019		
BUDGETARY IMPACT:	Required Expenditure:	\$0.00	
	Budget Amount Available:	\$0.00	
	Appropriation Required:	\$0.00	
CITY MANAGER APPROVAL:			
SUMMARY:	<p>The Type B EDC Board has been meeting with Jason Luna to prepare an application for a USDA Revolving Business Loan Grant Project for \$50,000 with an EDC cash match of \$50,000.</p> <p>Jason Valdez, President will be available for questions.</p>		
RECOMMENDED ACTION:	Approve Type B EDC request to apply for a USDA Revolving Business Loan Grant Project		

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The Brady Economic Development Corporation (Type A & B) of the City of Brady, Texas met in a Special Meeting on Wednesday, March 6, 2019, at 5:30 p.m. at the City of Brady Municipal Court Building located at 207 S. Elm Street, Brady, Texas. Jason Valdez presided over the meeting. BEDC Type A Board Members present were Jason Valdez, Don Miller, Lauren Bedwell, Michele Derrick and Erin Betts. BEDC-B Board Members present were same as A Board in addition to Amy Greer and Billie Davis. Also, in attendance were Mayor Groves, City Manager Kim Lenoir and BEDC Secretary Kathryn Meroney, James Griffin, Erin Corbell, Cheryl Kubacak, Joanna Cross, Jason Luna and Jason Luna's business partner from Brownwood.

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

President Jason Valdez called the meeting to order at 5:30 p.m. Roll was called for both boards and a quorum was certified by the BEDC Secretary.

2. APPROVAL OF MINUTES – Type A Only

- A) A&B Special Meeting January 17, 2019 - approved by Type A Board
- B) Joint A&B EDC/Council Work Session on January 22, 2019 – approved by Type A Board
- C) Special Joint B EDC/Council Meeting on January 23, 2019 – approved by Type A Board
Motion by Michele Derrick, second by Don Miller. Approved by vote of 5-0.

3. Approval of Minutes Type B Only

- A) Special Meeting February 19, 2019 – Motion by Amy Greer, second by Billie Davis. Approved by vote of 7-0.

4. EXECUTIVE SESSION

The Brady Economic Development Corporation Type A & Type B Boards adjourned into Executive Session at 5:35pm for the following:

A. Pursuant to Section 551.074 (Personnel Matters):

- a) Review of applications for EDC Admin position
- b) Discuss salary range for new prospective employee and budget amendment
- c) Discuss potential business opportunities coming to Brady via the Retail Coach

5. President Valdez closed the Executive Session and opened Regular Session at 6:32 p.m.

6. REPORTS

- A) Jason Valdez-Review of bills paid since last review of expenses. No new bills to review since the last meeting.

7. INDIVIDUAL CONCERNS

- A) Discussion, consideration and possible action on reviewing applications and resumes for Administrator of the Brady Economic Development Corporation. A motion was made by Lauren Bedwell to interview all applicants. Second by Amy Greer with all in favor. Vote 7-0
- B) Discussion, consideration and possible action on date, time and place for interviews, if needed. Jason Valdez will reach out to all applicants and determine a good date and time for interviews. If a quorum of members can interview then an agenda will be posted.
- C) Discussion, consideration and possible action on approval of budget amendments (Requires City Council approval). With the City Council requirement of two readings of an ordinance to amend the Type B budget, a motion from Michele Derrick to add a line item request of \$80,000 annually for contract personnel. Second from Erin Betts. All in favor. Vote 7-0

- D) Discussion, consideration and possible action on Texas Wildlife Supply request for financial assistance (Cheryl Kubacak and Joanna Cross). Joanna Cross made a presentation on behalf of Texas Wildlife Supply (TWS), a longtime local business with 35 employees, that has doubled sales in the last 4 years. Last year, TWS purchased the old SureFed complex for their expanded business and are requesting grant assistance for roof repairs at the complex. There are seven roofs in need of repair totaling about \$80,000. A motion was made by Jason Valdez to offer \$30,000 towards repairs with current bid proposals and board review of yearend financial statements and profit/loss statements. A second was made by Don Miller and all Type A Board members were in favor. Vote 5-0. Since this is a manufacturing business and 5 new jobs are projected with this roof repair, President Jason Valdez will present this request to City Council as the last Type A project before it is fully dissolved.
- E) Discussion, consideration and possible action on review of USDA application (Jason Luna and Amy Greer). Jason Luna made a presentation to the board. Two items are necessary in order to move forward with the grant process. A resolution must be completed and the intent to apply for funds must be publicized in the local newspaper. A letter of intent is needed from five local businesses for top scoring and copy of the last three financial audits will need to be obtained. The grant will read "City Limits and all surrounding areas". Members agreed to match the \$50,000 revolving loan grant request with \$50,000 of local funds. A motion was made to proceed with the Resolution to apply for the grant, contingent on the IRS tax exemption status, by Michele Derrick and a second from Erin Betts. All in favor. Vote 7-0. President Jason Valdez will present this request to City Council and include it in the upcoming budget amendment proposed.
- F) Discussion, consideration and possible action on the possibility of City of Brady finishing out the Type B books for 2019 fiscal year. A motion was made by Jason Valdez to finish out the fiscal year bookkeeping using the City of Brady for \$1000 (4 months). Second by Michele Derrick with all in favor. Vote 7-0
- G) Discussion, consideration and possible action on selecting the logo that Brady Type B EDC will use. The EDC agreed to continue to use the City's logo and add EDC tagline to it.
- H) Discussion, consideration and possible action on approval of transition agreements for A to B (Requires City Council approval). Jason Valdez informed the board of his recent talks with Jeffery Moore. He gave a brief description of the transition agreements. The board discussed giving Jason Valdez the authority to make decisions regarding these documents. A motion was made by Michele Derrick on behalf of Type A to allow Jason Valdez authority to move forward on these documents pending review by Jeffery Moore. There was a second by Lauren Bedwell. All in favor. Type A Vote 5-0.
The same motion was made by Michele Derrick for Type B EDC documents with a second by Amy Greer. All in favor. Vote 7-0.
- I) Discussion, consideration and possible action on setting date and time for next meeting. The next meeting will be held on Thursday, March 28, 2019 at noon.

8. ADJOURNMENT

There being no further business, President Jason Valdez adjourned the meetings at 8:29 p.m.

Jason Valdez, President

Attest:

Kathryn Meroney, Board Secretary

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

AGENDA DATE:	3-19-2019	AGENDA ITEM	7.B
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding first reading of Ordinance 1268 of the City of Brady, Texas to amend Type A and Type B EDC FY2019 Budgets and creating a new additional fund budget for Type B as requested by Type A and B EDCs on March 6, 2019.		
PREPARED BY:	Kim Lenoir and Lisa Remini	Date Submitted:	03/11/2019
EXHIBITS:	Ordinance 1268 – FY2019 Budget Amendment Exhibits – A Budget; B Budget; New USDA Loan Program Fund Budget		
BUDGETARY IMPACT:	Required Expenditure:	\$0.00	
	Budget Amount Available:	\$0.00	
	Appropriation Required:	\$0.00	
CITY MANAGER APPROVAL:			
SUMMARY:	<p>As the Brady EDC Type A works toward termination and the newly formed Type B works toward a defined direction for FY 19, both EDC A and B Boards are recommending that each currently approved Budget be revised to reflect actual and expected activity that has been determined through the legal process of terminating the Type A EDC and setting up a new Type B EDC.</p> <p>Type A Budget revisions reflect collected revenues expected through March 31, 2019 and interest earned until all funds are delivered to the City once all bills are paid. Adjusted expenditures include additional funding for the FY 18 and 19 audit costs, the final payment to the City for the Civic Center obligation, a grant to Texas Wildlife Supply and the approximate required closing cash payment to the City which will result in a zero-fund balance for EDC A.</p> <p>Type B Budget revisions reflect the expected cash payment from the City per the approved City/EDC-B 380 agreement, sales tax collections for 10 months, training reimbursements, contract income from Thomas and Old Dodge Crossing, and projected bank interest earnings. Adjusted expenditures include reducing marketing funds, the contract for services payment to the City, and the payment to the City for the Civic Center obligation. Additions include \$40,000 for a 6-month contract for services for a Director position to serve the EDC, and a \$50,000 transfer to the USDA Program Loan Fund to support a loan program for business development.</p> <p>Type B is also proposing to create a new Fund budget labeled “USDA Loan Program Fund” to track the anticipated revolving loan program funds that the Board desires to establish to promote financial support to business development in Brady. This fund will be created by the anticipated award of a grant in the amount of \$50,000 from the USDA and an equal match (\$50,000) from the EDC Type B fund. Expenditures will be the outlay of funds to qualified businesses in the form of a loan. Other revenue budgeted will be bank interest earnings and loan payments expected once a loan is executed.</p>		
RECOMMENDED ACTION:	Move to approve the first reading of Ordinance 1268.		

ORDINANCE NO. 1268

**AN ORDINANCE OF THE CITY OF BRADY, TEXAS AMENDING THE FISCAL
YEAR 2018-2019 BUDGET**

An ordinance amending the 2018-2019 Fiscal Year Budget as follows:

Amending the Brady Economic Development Corporation (BEDC) Type A Budget and BEDC Type B Budget, and creating a new BEDC Type B Fund Budget.

WHEREAS: The Voters approved to terminate BEDC Type A, BEDC Type A and City Council desire to approve activities necessary to comply with the referendum;

WHEREAS: The Voters approved to create a BEDC Type B, BEDC Type B and City Council desire to approved activities resulting from formal Resolutions and Ordinance actions in creating the new BEDC; and

WHEREAS: The BEDC Type B desires to support business development by participating in a USDA loan program, a new fund and budget is created to track the activity of such program;

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
BRADY TEXAS** that the FY 2018-2019 budget be amended accordingly.

APPROVED UPON FIRST READING THIS THE 19th DAY OF March 2019,

**APPROVED AND PASSED UPON SECOND READING THIS THE 2nd DAY OF April
2019.**

Anthony Groves, Mayor

ATTEST:

Tina Keys, City Secretary

**CITY OF BRADY
BUDGET REPORT
FISCAL YEAR 2018 - 2019**

**TYPE A
ECONOMIC DEV CORPORATION FUND -90**

	2015-2016 ACTUAL	2016-2017 ACTUAL	2017-2018 ACTUAL	2018-2019 ORIGINAL BUDGET	2018-2019 CURRENT BUDGET	3/19/2019 2018-2019 FINAL BUDGET
BEGINNING FUND BALANCE	1,039,510	456,763	545,469	492,583	546,278	546,278
<u>REVENUES</u>						
General Revenues						
90-4-90-600.00 Corporation Sales Tax	241,318	227,234	264,653	230,000	2,660	41,000
90-4-90-605.00 Interest Income	3,096	5,024	10,368	6,000	1,500	6,000
90-4-90-612.00 Loan Income-Thomas	7,724	4,557	8,684	6,600	6,600	3,300
90-4-90-613.00 Loan Income-Owens	4,847	4,039	0	0	0	0
90-4-90-630.00 Rental Income-Hangar E	0	0	2,800	0	0	0
90-4-90-631.00 Rental Income-City of Brady	18,480	4,350	0	0	0	0
90-4-90-632.00 Loan Income-Old Dodge Cross'g	7,721	7,077	7,721	7,700	7,700	3,800
90-4-90-650.00 Reimbursements	207	15	15	0	0	0
TOTAL General Revenues	283,393	252,296	294,241	250,300	18,460	54,100
TOTAL REVENUES	<u>283,393</u>	<u>252,296</u>	<u>294,241</u>	<u>250,300</u>	<u>18,460</u>	<u>54,100</u>
TOTAL AVAILABLE FUNDS	1,322,903	709,059	839,710	742,883	564,738	600,378

CITY OF BRADY
BUDGET REPORT
FISCAL YEAR 2018 - 2019

TYPE A
ECONOMIC DEV CORPORATION FUND

EXPENDITURES	2015-2016	2016-2017	2017-2018	2018-2019	2018-2019	2018-2019
	ACTUAL	ACTUAL	ACTUAL	ORIGINAL BUDGET	CURRENT BUDGET	FINAL BUDGET
<u>Contract Services</u>						
90-5-90-201.00 Marketing FY 13	0	0	0	0	0	0
90-5-90-202.00 Marketing FY 14	2,821	0	0	0	0	0
90-5-90-203.00 Marketing FY 15	4,000	0	0	0	0	0
90-5-90-204.00 Marketing FY 16	10,010	0	0	0	0	0
90-5-90-205.00 Marketing FY 17	0	22,165	3,000	0	0	0
90-5-90-206.00 Marketing FY 18	0	0	19,675	0	0	0
90-5-90-207.00 Marketing FY 19	0	0	0	23,000	0	0
90-5-90-211.00 Professional / Legal Fees	1,671	5,606	444	1,000	15,000	15,000
90-5-90-213.00 Contract for Services-COBdry	36,300	88,715	90,000	63,000	9,000	14,000
90-5-90-230.00 Debt Service	30,000	29,251	30,000	30,000	39,660	39,660
90-5-90-240.00 Community Dev - Civic Center	725,650	56,808	66,163	57,500	0	10,330
90-5-90-242.00 Community Dev - Fish House	48,147	13,967	0	0	0	0
90-5-90-250.00 Manufacturing Bus Grt - TWS	0	0	0	0	0	30,000
90-5-90-280.00 Annual Land Lease - COBrady	250	250	250	250	0	0
TOTAL Contract Services	858,848	216,762	209,532	174,750	63,660	108,990
<u>Supplies/Repair/Expenses</u>						
90-5-90-300.00 Travel and Training	3,170	7,364	9,290	4,000	0	0
90-5-90-301.00 Membership Dues / Fees	550	850	1,115	1,000	0	0
90-5-90-302.00 Insurance	100	0	0	100	6,000	6,000
90-5-90-303.00 Office Supplies	0	40	34	250	0	0
90-5-90-304.00 Office Equipment	0	216	0	250	0	0
90-5-90-305.00 Meeting Provisions	105	472	383	300	300	300
90-5-90-310.00 Building Repair / Maintenance	0	0	0	1,000	1,000	0
90-5-90-340.00 Property Taxes	3,366	0	0	0	0	0
TOTAL Supplies/Repair/Expenses	7,291	8,942	10,822	6,900	7,300	6,300
90-5-90-400.00 Property Acquisition	0	0	0	0	0	0
TOTAL Property Acquisition	0	0	0	0	0	0
TOTAL EXPENDITURES	866,140	225,704	220,354	181,650	70,960	115,290
REVENUE OVER/(UNDER) EXPENDITURES						
90-5-90-910.10 Transfer out to General Fund				73,078		
90-5-90-910.00 Closing Payment to COBrady						485,088
PROJECTED ENDING FUND BALANCE	456,763	483,355	546,278	561,233	493,778	0
PRIOR PERIOD ADJUSTMENT - Reverse Fish House		62,114				
		545,469				

**BUDGET REPORT
FISCAL YEAR 2018 - 2019**

**TYPE B
ECONOMIC DEV CORPORATION -91**

**2018-2019
AMENDED
BUDGET**

BEGINNING FUND BALANCE 0

REVENUES

General Revenues

91-4-91-600.00 Corporation Sales Tax	180,000
91-4-91-605.00 Interest Income	10,000
91-4-91-610.00 - Contract Income - Thomas	3,300
91-4-91-611.00 - Contract Income - Old Dodge C	3,800
91-4-91-650.00 Reimbursements	1,000
91-4-91-700.00 380 Agreement - COBrady	<u>485,088</u>
TOTAL General Revenues	683,188

TOTAL REVENUES	<u>683,188</u>
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TOTAL AVAILABLE FUNDS	683,188
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EXPENDITURES

Contract Services

91-5-91-207.00 Marketing FY 19	18,000
91-5-91-211.00 Professional / Legal Fees	14,500
91-5-91-212.00 Audit - FY 19	4,500
91-5-91-213.00 Contract for Services-COBrady	12,200
91-5-91-214.00 Contract for Services - EDC Director	40,000
91-5-91-240.00 Community Dev - Civic Center	<u>45,000</u>
TOTAL Contract Services	134,200

Supplies/Repair/Expenses

91-5-91-300.00 Travel and Training	20,000
91-5-91-301.00 Membership Dues / Fees	1,000
91-5-91-302.00 Insurance	5,000
91-5-91-303.00 Office Supplies	250
91-5-91-304.00 Office Equipment	250
91-5-91-305.00 Meeting Provisions	750
91-5-91-310.00 Building Repair / Maintenance	0
TOTAL Supplies/Repair/Expenses	27,250

TOTAL EXPENDITURES	<u>161,450</u>
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REVENUE OVER/(UNDER) EXPENDITURES	<u>521,738</u>
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91-5-91-910.00 Transfer out to Fund 92-Loan funds	50,000
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PROJECTED ENDING FUND BALANCE	<u>471,738</u>
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BUDGET REPORT
FISCAL YEAR 2018 - 2019

TYPE B
ECONOMIC DEV CORPORATION
USDA LOAN PROGRAM FUND - 92

2018-2019
AMENDED
BUDGET

BEGINNING FUND BALANCE 0

REVENUES

General Revenues

92-4-92-600.00 USDA Grant 50,000

92-4-92-605.00 Bank Interest Income 1,000

91-4-91-610.00 - Loan Contract Income FY19 0

TOTAL General Revenues 51,000

TOTAL REVENUES 51,000

TOTAL AVAILABLE FUNDS \$1,000

EXPENDITURES

Contract Services

92-5-92-210.00 Qualified Loans FY19 25,000

TOTAL Contract Services 25,000

TOTAL EXPENDITURES 25,000

REVENUE OVER/(UNDER) EXPENDITURES 26,000

92-4-92-910.00 Transfer in from Fund 91- Matching funds 50,000

PROJECTED ENDING FUND BALANCE 76,000

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	3-19-2019	AGENDA ITEM	7.C
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding approval of Resolution 2019-015 approving the execution of the Bill of Sale Agreement with Type A EDC for Hangar E at Curtis Field Airport to the City (book value \$219,537).		
PREPARED BY:	Kim Lenoir	Date Submitted:	03/13/2019
EXHIBITS:	Resolution 2019-015		
BUDGETARY IMPACT:	Required Expenditure:	\$0.00	
	Budget Amount Available:	\$0.00	
	Appropriation Required:	\$0.00	
CITY MANAGER APPROVAL:			
SUMMARY:	<p>City Council and EDC A and B held a joint meeting on January 22, 2019 to discuss transfer of assets from A to the City to close out the EDC A Corporation.</p> <p>EDC A approved this Bill of Sale Agreement.</p> <p>Jason Valdez, President of EDC A will be available to answer any questions.</p>		

RECOMMENDED ACTION:

Move to approve Resolution 2019-015

RESOLUTION 2019-015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADY,
TEXAS, A TEXAS HOME-RULE MUNICIPALITY, APPROVING THE
EXECUTION OF A BILL OF SALE AGREEMENT WITH THE BRADY
ECONOMIC DEVELOPMENT CORPORATION ACQUIRING ALL
RIGHTS, TITLE AND INTEREST IN THE CURTIS FIELD AIRPORT
HANGAR E, PURSUANT TO SECTION 504.353(B) OF THE TEXAS
LOCAL GOVERNMENT CODE; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the Brady Economic Development Corporation (hereinafter referred to as the “EDC”) is a Type A economic development corporation, created pursuant to Chapter 504 of the Texas Local Government Code, as amended; and

WHEREAS, on or about May 5, 2018, the eligible voters of the City of Brady, Texas, a Texas home-rule municipality (hereinafter referred to as the “City”), approved a ballot proposition to abolish the existing Type A economic development sales tax, operating pursuant to Chapter 504 of the Texas Local Government Code, and adopt a Type B economic development sales tax, authorized pursuant to Chapter 505 of the Texas Local Government Code; and

WHEREAS, Section 504.353(b) of the Texas Local Government Code provides that “[w]hen the last of the Type A corporation’s obligations are satisfied, any remaining assets of the corporation shall be transferred to the authorizing municipality, and the existence of the corporation is terminated;” and

WHEREAS, the EDC currently owns the **Curtis Field Airport Hangar E** located within the City of Brady, McCulloch County, Texas, (hereinafter referred to as the “Airport Hangar”) which has an agreed value of **Two Hundred Nineteen Thousand Five Hundred Thirty-Seven and No/100 Dollars (\$219,537.00)**; and

WHEREAS, the City Council of the City of Brady, Texas, desires to acquire all rights, title, and interest in the Airport Hangar from the EDC pursuant to the authority contained in Section 504.353(b) of the Texas Local Government Code.

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

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the City Council of the City of Brady, Texas, and are fully incorporated into the body of this Resolution.

Section 2. That the City Council of the City of Brady, Texas, authorizes the Mayor to execute the Bill of Sale Agreement, a copy of which is attached hereto as *Exhibit A*, and any and all documents and agreements necessary to acquire all rights, title, and interest in the Airport Hangar from the EDC.

Section 3. This Resolution shall become effective from and after its passage.

DULY RESOLVED by the City Council of the City of Brady, Texas, on this the _____ day of _____, 2019.

Anthony Groves, Mayor

ATTEST:

Tina Keys, City Secretary

APPROVED AS TO FORM:

Sarah M. Griffin, City Attorney

Exhibit A

[Bill of Sale Agreement]

BILL OF SALE

THIS BILL OF SALE (hereinafter referred to as the "Bill of Sale") is made and entered into to be effective as of _____, 2019 (hereinafter referred to as the "Effective Date"), by and between the **BRADY ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the "EDC") and the **CITY OF BRADY, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the EDC is a Texas non-profit corporation and a Type A economic development corporation, created pursuant to Chapter 504 of the Texas Local Government Code, as amended; and

WHEREAS, on or about May 5, 2018, the eligible voters of the City of Brady, Texas, approved a ballot proposition to abolish the existing Type A economic development sales tax, operating pursuant to Chapter 504 of the Texas Local Government Code, and adopt a Type B economic development sales tax, authorized pursuant to Chapter 505 of the Texas Local Government Code; and

WHEREAS, Section 504.353(b) of the Texas Local Government Code provides that "[w]hen the last of the Type A corporation's obligations are satisfied, any remaining assets of the corporation shall be transferred to the authorizing municipality, and the existence of the corporation is terminated;" and

WHEREAS, the EDC currently owns the **Curtis Field Airport Hangar E** located within the City of Brady, McCulloch County, Texas, (hereinafter referred to as the "Airport Hangar") which has an agreed value of **Two Hundred Nineteen Thousand Five Hundred Thirty-Seven and No/100 Dollars (\$219,537.00)**; and

WHEREAS, the Board of Directors of the EDC desires to convey all rights, title, and interest in the Airport Hangar to the City pursuant to the authority contained in Section 504.353(b) of the Texas Local Government Code.

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

1. The EDC, without recourse, representation or warranty of any kind, but free from monetary liens, and pursuant to Section 504.353(b) of the Texas Local Government Code hereby conveys, assigns, transfers, sets over and delivers unto the City all of EDC's rights, title and interests in and to the Airport Hangar.
2. The EDC, without recourse, representation or warranty of any kind, hereby assigns to the City any and all contracts related to the Airport Hangar to which the EDC is a party or

through which the EDC is a beneficiary. The EDC makes no and there are no express or implied warranties regarding use of the Airport Hangar. The EDC is transferring the Airport Hangar AS IS, WHERE IS and WITH ALL FAULTS.

3. The EDC covenants and agrees it has provided the City all written materials in the possession or control of the EDC that relate to the Airport Hangar including, but not limited to, surveys, as-built drawings, diagrams, plans, specifications, reports, and manuals.
4. The EDC, without recourse, representation or warranty of any kind, hereby assigns to the City all revenues, if any, to which the EDC is entitled from the operation of the Airport Hangar.
5. This Bill of Sale shall be binding upon and inure to the benefit of City and EDC and their successors and assigns.
6. The EDC and City covenant and agree to execute any and all documents necessary to effectuate the transfer of the Airport Hangar from the EDC to the City.
7. This Bill of Sale shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of the State of Texas.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

EDC:

**BRADY ECONOMIC DEVELOPMENT
CORPORATION,
A Texas non-profit corporation,**

Jason Valdez, President

ATTEST:

Kathryn Meroney, Secretary

STATE OF TEXAS

§

COUNTY OF MCCULLOCH

§
§

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____, President of the Brady Economic Development Corporation, a Texas non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

CITY:

**CITY OF BRADY, TEXAS,
A Texas Home-Rule Municipality**

Anthony Groves, Mayor

ATTEST:

Tina Keys, City Secretary

APPROVED AS TO FORM:

Sarah M. Griffin, City Attorney

STATE OF TEXAS

§

COUNTY OF MCCULLOCH

§
§

This instrument was acknowledged before me on the _____ day of _____, 2019, by Anthony Groves, Mayor of the City of Brady, Texas, a Texas home-rule municipality, on behalf of said Texas municipality.

Notary Public, State of Texas

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	3-19-2019	AGENDA ITEM	7.D
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding approval of Resolution 2019-016 approving the execution of a special warranty deed conveying the vacant land at 502 W. 10 th Street from Type A EDC to the City and from the City to Type B EDC.		
PREPARED BY:	Kim Lenoir	Date Submitted:	03/11/2019
EXHIBITS:	Resolution 2019-016		
BUDGETARY IMPACT:	Required Expenditure:	\$0.00	
	Budget Amount Available:	\$0.00	
	Appropriation Required:	\$0.00	
CITY MANAGER APPROVAL:			
SUMMARY:	<p>City Council and EDC A and B held a joint meeting on January 22, 2019 to discuss transfer of assets from A to the City to close out the EDC A Corporation and then transfer the asset to Type B EDC. EDC A and B approved this transaction.</p> <p>Jason Valdez, President of EDC A and B will be available to answer any questions.</p>		

RECOMMENDED ACTION:

Move to approve Resolution 2019-016

RESOLUTION 2019-016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS, APPROVING THE EXECUTION OF A SPECIAL WARRANTY DEED CONVEYING TO THE BRADY TYPE B ECONOMIC DEVELOPMENT CORPORATION, AN APPROXIMATELY 0.144 ACRE TRACT OF LAND IN THE LUHR ADDITION, AN ADDITION TO THE CITY OF BRADY, MCCULLOCH COUNTY, TEXAS, AS DESCRIBED AND/OR DEPICTED IN EXHIBIT "A", AND GENERALLY LOCATED AT 502 W. 10TH STREET, BRADY, TEXAS, PURSUANT TO SECTION 253.012 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Brady, Texas (hereinafter referred to as the "City"), is a Texas home-rule municipality with a population of 5,528 according to the 2010 United States Census figures; and

WHEREAS, the Brady Type B Economic Development Corporation (hereinafter referred to as the "EDC") is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, Section 253.012 of the Texas Local Government Code authorizes the City to transfer to the EDC real property or an interest in real property without complying with the notice and bidding requirements of Section 272.001(a) of the Texas Local Government Code, provided the EDC uses the real property in a manner that primarily promotes a public purpose of the City; and provided the deed conveying the real property indicates that ownership of the property automatically reverts to the City if the EDC at any time fails to use the property for a public purpose; and

WHEREAS, Article III, Section 52-a of the Texas Constitution, in pertinent part, defines the term "public purpose" to mean "development and diversification of the economy of the state, the elimination of unemployment or underemployment in the state, the stimulation of agricultural innovation, the fostering of the growth of enterprises based on agriculture, or the development or expansion of transportation or commerce in the state"; and

WHEREAS, the City owns an approximately 0.144-acre tract of land in the Luhr addition, an addition to the City of Brady, McCulloch County, Texas, as described and/or depicted in *Exhibit A*, and generally located at 502 W. 10th Street, Brady, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the City Council of the City of Brady, Texas, desires to convey the Property to the EDC pursuant to the authority contained in Section 253.012 of the Texas Local Government Code, as amended; and

WHEREAS, the City Council of the City of Brady, Texas, hereby finds and determines that the conveyance of the Property to the EDC meets the requisites of Section 253.012 of the Texas Local Government Code, and Article III, Section 52-a of the Texas Constitution by assisting in the development and diversification of the economy of the state, by eliminating unemployment or underemployment in the state, and by the development or expansion of commerce within the state, and further is in the best interest of the City.

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

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the City of Brady, Texas, and are fully incorporated into the body of this Resolution.

Section 2. That the City Council of the City of Brady, Texas, finds and determines that the special warranty deed conveying the Property, a copy of which is attached hereto as *Exhibit B*, will promote the public purpose of economic development, and is otherwise consistent with Section 253.012 of the Texas Local Government Code, and Article III, Section 52-a of the Texas Constitution by assisting in the development and diversification of the economy of the state, by eliminating unemployment or underemployment in the state, and by the development or expansion of commerce within the state.

Section 3. That the City Council of the City of Brady, Texas, authorizes the Mayor to execute the special warranty deed, a copy of which is attached hereto as *Exhibit B*, and any and all documents and agreements necessary to convey the Property to the EDC.

Section 4. This Resolution shall become effective from and after its passage.

DULY RESOLVED by the City Council of the City of Brady, Texas, on this the _____ day of _____, 2019.

Anthony Groves, Mayor

ATTEST:

Tina Keys, City Secretary

APPROVED AS TO FORM:

Sarah M. Griffin, City Attorney

Exhibit A

[Legal Description and/or Depiction of the Property]

Tract 1: Being the West 50 feet of the Southeast quarter of Block No. 177, Luhr Addition to the City of Brady, McCulloch County, Texas, as shown on the map or plat of said Addition now in general use and of record in Volume 27, Page 323, Deed Records, McCulloch County, Texas, described by metes and bounds as follows:

Beginning at a point set in the South line of Block No. 177 and 50 feet West of the Southeast corner of Block No. 177;

Thence North and parallel with the East line of Block No. 177, a distance of 100 feet to a stake;

Thence West and parallel with the South line of Block No. 177, a distance of 50 feet to a stake;

Thence South and parallel with the East line of Block No. 177, a distance of 100 feet to a stake set in the South line of Block No. 177;

Thence East along the South line of Block No. 177 a distance of 50 feet to the place of beginning.

Tract 2: Being the North 25 feet of the East half of the Southeast quarter of Block No. 177, Luhr Addition to the City of Brady, McCulloch County, Texas, as shown on the map or plat of said Addition now in general use and of record in Volume 27, Page 323, Deed Records, McCulloch County, Texas, being also the North 25 feet of a tract of land described in a Deed dated February 11, 1960, from A.R. McBee, et ux to Lois B. Freeman, recorded in Volume 156, Page 471, Deed Records, McCulloch County, Texas, described by metes and bounds as follows:

Beginning at the Northeast corner of the Freeman tract, said corner being the Northeast corner of the Southeast quarter of Block No. 177;

Thence West 50 feet to a stake set for the Northwest corner of this tract;

Thence South with the West line of said tract 25 feet to a stake;

Thence East 50 feet to a stake set in the East line of Block No. 177;

Thence North 25 feet to the place of beginning.

Exhibit B

[Special Warranty Deed]

AFTER RECORDING, RETURN TO:

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

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MCCULLOCH §

CITY OF BRADY, TEXAS, a Texas home-rule municipality ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash, and other good and valuable consideration paid to Grantor by the **BRADY TYPE B ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation, operating pursuant to Chapter 505 of the Texas Local Government Code ("Grantee"), the receipt and sufficiency of which are hereby fully acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY, unto Grantee, certain real property in McCulloch County, Texas, being more particularly described in *Exhibit A* attached hereto and made a part hereof for all purposes, (the "*Land*"), TOGETHER WITH, all and singular, the rights, benefits, privileges, easements, hereditaments, appurtenances, buildings, other improvements and interests located thereon or in anywise appertaining thereto (said Land and all rights, benefits, privileges, easements, hereditaments, appurtenances, buildings, other improvements and interests being hereinafter referred to as the ("*Property*")).

For the same consideration recited above, Grantor hereby BARGAINS, SELLS AND TRANSFERS, without warranty, express or implied, all interest, if any, of Grantor in (i) strips or gores, if any, between the Land and abutting or immediately adjacent properties, and (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or immediately adjacent to the Land, but not including any right or interest in or to any contiguous or abutting lands owned by Grantor or its assigns.

Pursuant to section 253.012 of the Texas Local Government Code, the Grantee covenants and agrees to use the Property in a manner that primarily promotes a "public purpose" of the City of Brady, Texas. The use of the Property for a "public purpose" includes using the Property for

the development and diversification of the economy of the state, the elimination of unemployment or underemployment in the state, the stimulation of agricultural innovation, the fostering of the growth of enterprises based on agriculture, or the development or expansion of transportation or commerce in the state, in accordance with Article III, Section 52-a of the Texas Constitution. In the event, the Grantee ceases to use the Property for a public purpose the Property shall automatically revert back to the Grantor without notice of any kind.

This conveyance is made and accepted subject to the matters of record as of the date hereof. Grantor conveys the Property "As Is" without further representation.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise.

EXECUTED as of this _____ day of _____, 2019.

GRANTOR:

CITY OF BRADY, TEXAS
a Texas home-rule municipality

Anthony Groves, Mayor

ATTEST:

Tina Keys, City Secretary

APPROVED AS TO FORM:

Sarah Griffin, City Attorney

STATE OF TEXAS

§

COUNTY OF MCCULLOCH

§

This instrument was acknowledged before me on the _____ day of _____, 2019, by Anthony Groves, Mayor of the City of Brady, Texas, a Texas home-rule municipality, on behalf of said municipality.

Notary Public, State of Texas

GRANTEE:

Acknowledged and Accepted:

**BRADY TYPE B ECONOMIC
DEVELOPMENT CORPORATION,
a Texas non-profit corporation**

By: _____

Jason Valdez, President

Exhibit A

**Legal Description and/or Depiction
of the
Property**

Tract 1: Being the West 50 feet of the Southeast quarter of Block No. 177, Luhr Addition to the City of Brady, McCulloch County, Texas, as shown on the map or plat of said Addition now in general use and of record in Volume 27, Page 323, Deed Records, McCulloch County, Texas, described by metes and bounds as follows:

Beginning at a point set in the South line of Block No. 177 and 50 feet West of the Southeast corner of Block No. 177;

Thence North and parallel with the East line of Block No. 177, a distance of 100 feet to a stake;

Thence West and parallel with the South line of Block No. 177, a distance of 50 feet to a stake;

Thence South and parallel with the East line of Block No. 177, a distance of 100 feet to a stake set in the South line of Block No. 177;

Thence East along the South line of Block No. 177 a distance of 50 feet to the place of beginning.

Tract 2: Being the North 25 feet of the East half of the Southeast quarter of Block No. 177, Luhr Addition to the City of Brady, McCulloch County, Texas, as shown on the map or plat of said Addition now in general use and of record in Volume 27, Page 323, Deed Records, McCulloch County, Texas, being also the North 25 feet of a tract of land described in a Deed dated February 11, 1960, from A.R. McBee, et ux to Lois B. Freeman, recorded in Volume 156, Page 471, Deed Records, McCulloch County, Texas, described by metes and bounds as follows:

Beginning at the Northeast corner of the Freeman tract, said corner being the Northeast corner of the Southeast quarter of Block No. 177;

Thence West 50 feet to a stake set for the Northwest corner of this tract;

Thence South with the West line of said tract 25 feet to a stake;

Thence East 50 feet to a stake set in the East line of Block No. 177;

Thence North 25 feet to the place of beginning.

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	3-19-2019	AGENDA ITEM	7.E.
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding approval of Resolution 2019-017 approving the execution of a special warranty deed conveying Lots 7 and 8 of Block 8 in the Jones Addition and assigning the lease (Old Dodge Crossing/Capco land and building) from Type A EDC to the City and from the City to Type B EDC.		
PREPARED BY:	Kim Lenoir	Date Submitted:	03/11/2019
EXHIBITS:	Resolution 2019-017		
BUDGETARY IMPACT:	Required Expenditure:	\$0.00	
	Budget Amount Available:	\$0.00	
	Appropriation Required:	\$0.00	
CITY MANAGER APPROVAL:			
SUMMARY:	<p>City Council and EDC A and B held a joint meeting on January 22, 2019 to discuss transfer of assets from A to the City to close out the EDC A Corporation and then transfer the asset to Type B EDC.</p> <p>EDC A and B approved this transaction.</p> <p>Jason Valdez, President of EDC A and B will be available to answer any questions.</p>		

RECOMMENDED ACTION:

Move to approve Resolution 2019-017

RESOLUTION 2019-017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS, APPROVING THE EXECUTION OF A SPECIAL WARRANTY DEED CONVEYING LOTS NOS. 7 AND 8, BLOCK NO. 8, JONES ADDITION OF THE CITY OF BRADY, TEXAS, AS SHOWN ON THE PLAT OF SAID ADDITION RECORDED IN VOLUME 2, PAGE 479, DEED RECORDS, MCCULLOCH COUNTY, TEXAS, LOCATED WITHIN THE CITY OF BRADY, MCCULLOCH COUNTY, TEXAS, AS DESCRIBED AND/OR DEPICTED IN EXHIBIT "A," AND ASSIGNMENT OF LEASE AGREEMENT TO THE BRADY TYPE B ECONOMIC DEVELOPMENT CORPORATION, PURSUANT TO SECTION 253.012 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Brady, Texas (hereinafter referred to as the "City"), is a Texas home-rule municipality with a population of 5,528 according to the 2010 United States Census figures; and

WHEREAS, the Brady Type B Economic Development Corporation (hereinafter referred to as the "EDC") is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, Section 253.012 of the Texas Local Government Code authorizes the City to transfer to the EDC real property or an interest in real property without complying with the notice and bidding requirements of Section 272.001(a) of the Texas Local Government Code, provided the EDC uses the real property in a manner that primarily promotes a public purpose of the City; and provided the deed conveying the real property indicates that ownership of the property automatically reverts to the City if the EDC at any time fails to use the property for a public purpose; and

WHEREAS, Article III, Section 52-a of the Texas Constitution, in pertinent part, defines the term "public purpose" to mean "development and diversification of the economy of the state, the elimination of unemployment or underemployment in the state, the stimulation of agricultural innovation, the fostering of the growth of enterprises based on agriculture, or the development or expansion of transportation or commerce in the state"; and

WHEREAS, the City owns Lots Nos. 7 and 8, Block No. 8, Jones Addition of the City of Brady, Texas, as shown on the plat of said Addition recorded in Volume 2, Page 479, Deed Records, McCulloch County, Texas, located within the City of Brady, McCulloch County, Texas, as more fully described and/or depicted in *Exhibit A* of this Resolution, which is attached hereto and incorporated herein for all purposes (hereinafter referred to as the "Property"); and

WHEREAS, on or about June 18, 2008, the EDC entered into a Lease Agreement leasing the Property to Old Dodge Crossing, LLC; and

WHEREAS, the City Council of the City of Brady, Texas, desires to convey the Property and assign the Lease Agreement to the EDC pursuant to the authority contained in Section 253.012 of the Texas Local Government Code, as amended; and

WHEREAS, the City Council of the City of Brady, Texas, hereby finds and determines that the conveyance of the Property to the EDC meets the requisites of Section 253.012 of the Texas Local Government Code, and Article III, Section 52-a of the Texas Constitution by assisting in the development and diversification of the economy of the state, by eliminating unemployment or underemployment in the state, and by the development or expansion of commerce within the state, and further is in the best interest of the City.

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

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the City of Brady, Texas, and are fully incorporated into the body of this Resolution.

Section 2. That the City Council of the City of Brady, Texas, finds and determines that the special warranty deed conveying the Property, a copy of which is attached hereto as *Exhibit B*, will promote the public purpose of economic development, and is otherwise consistent with Section 253.012 of the Texas Local Government Code, and Article III, Section 52-a of the Texas Constitution by assisting in the development and diversification of the economy of the state, by eliminating unemployment or underemployment in the state, and by the development or expansion of commerce within the state.

Section 3. That the City Council of the City of Brady, Texas, authorizes the Mayor to execute the special warranty deed, a copy of which is attached hereto as *Exhibit B*, and any and all documents and agreements necessary to convey the Property to the EDC.

Section 4. That the City Council of the City of Brady, Texas, authorizes the Mayor to execute the Assignment of Lease Agreement, a copy of which is attached hereto as *Exhibit C*, and any and all documents and agreements necessary to assign the Lease Agreement to the EDC.

Section 5. This Resolution shall become effective from and after its passage.

Anthony Groves, Mayor

ATTEST:

Tina Keys, City Secretary

APPROVED AS TO FORM:

Sarah M. Griffin, City Attorney

Exhibit A

Legal Description and/or Depiction
of the
Property

**Being all of Lots Nos. 7 and 8, Block No. 8, Jones Addition of the
City of Brady, Texas, as shown on the plat of said Addition
recorded in Volume 2, Page 479, Deed Records, McCulloch
County, Texas.**

Exhibit B

[Special Warranty Deed]

AFTER RECORDING, RETURN TO:

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

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS:
§
COUNTY OF MCCULLOCH §

CITY OF BRADY, TEXAS, a Texas home-rule municipality ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash, and other good and valuable consideration paid to Grantor by the **BRADY TYPE B ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation, operating pursuant to Chapter 505 of the Texas Local Government Code ("Grantee"), the receipt and sufficiency of which are hereby fully acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY, unto Grantee, certain real property in McCulloch County, Texas, being more particularly described in *Exhibit A* attached hereto and made a part hereof for all purposes, (the "*Land*"), TOGETHER WITH, all and singular, the rights, benefits, privileges, easements, hereditaments, appurtenances, buildings, other improvements and interests located thereon or in anywise appertaining thereto (said Land and all rights, benefits, privileges, easements, hereditaments, appurtenances, buildings, other improvements and interests being hereinafter referred to as the ("*Property*")).

For the same consideration recited above, Grantor hereby BARGAINS, SELLS AND TRANSFERS, without warranty, express or implied, all interest, if any, of Grantor in (i) strips or gores, if any, between the Land and abutting or immediately adjacent properties, and (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or immediately adjacent to the Land, but not including any right or interest in or to any contiguous or abutting lands owned by Grantor or its assigns.

Pursuant to section 253.012 of the Texas Local Government Code, the Grantee covenants and agrees to use the Property in a manner that primarily promotes a "public purpose" of the City of Brady, Texas. The use of the Property for a "public purpose" includes using the Property for

the development and diversification of the economy of the state, the elimination of unemployment or underemployment in the state, the stimulation of agricultural innovation, the fostering of the growth of enterprises based on agriculture, or the development or expansion of transportation or commerce in the state, in accordance with Article III, Section 52-a of the Texas Constitution. In the event, the Grantee ceases to use the Property for a public purpose the Property shall automatically revert back to the Grantor without notice of any kind.

This conveyance is made and accepted subject to the matters of record as of the date hereof. Grantor conveys the Property "As Is" without further representation.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise.

EXECUTED as of this _____ day of _____, 2019.

GRANTOR:

CITY OF BRADY, TEXAS
a Texas home-rule municipality

Anthony Groves, Mayor

ATTEST:

Tina Keys, City Secretary

APPROVED AS TO FORM:

Sarah Griffin, City Attorney

STATE OF TEXAS

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§
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COUNTY OF MCCULLOCH

This instrument was acknowledged before me on the _____ day of _____, 2019, by Anthony Groves, Mayor of the City of Brady, Texas, a Texas home-rule municipality, on behalf of said municipality.

Notary Public, State of Texas

GRANTEE:

Acknowledged and Accepted:

**BRADY TYPE B ECONOMIC
DEVELOPMENT CORPORATION,
a Texas non-profit corporation**

By: _____
Jason Valdez, President

Exhibit C

[Assignment of Lease Agreement]

ASSIGNMENT OF LEASE AGREEMENT

STATE OF TEXAS

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§
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COUNTY OF MCCULLOCH

THIS ASSIGNMENT OF LEASE AGREEMENT (hereinafter referred to as the "Assignment") by and between the **CITY OF BRADY, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the "Assignor"), and the **BRADY TYPE B ECONOMIC DEVELOPMENT CORPORATION**, a Type B economic development corporation (hereinafter referred to as "Assignee"), is made and entered into as of this _____ day of _____, 2019.

WITNESSETH:

WHEREAS, on or about May 15, 2008, the Brady Economic Development Corporation, a Type A economic development corporation, entered into the original Lease Agreement, a copy of which is attached hereto as *Exhibit A* (hereinafter referred to as the "Original Lease Agreement"), with Old Dodge Crossing, L.L.C., concerning Lots Nos. 7 and 8, Block No. 8, Jones Addition of the City of Brady, Texas, as shown on the plat of said Addition recorded in Volume 2, Page 479, Deed Records, McCulloch County, Texas, located within the City of Brady, McCulloch County, Texas; and

WHEREAS, on or about May 5, 2018, the eligible voters of the City of Brady, Texas, approved a ballot proposition to abolish the existing Type A economic development sales tax, operating pursuant to Chapter 504 of the Texas Local Government Code, and adopt a Type B economic development sales tax, authorized pursuant to Chapter 505 of the Texas Local Government Code; and

WHEREAS, the Assignee is a Type B economic development corporation operating pursuant to Chapter 505 of the Texas Local Government Code, as amended, and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, the Assignor was conveyed the Property and Original Lease Agreement from the Brady Economic Development Corporation pursuant to Sections 501.007(b) and 504.353(b) of the Texas Local Government Code and Section 2.101(4) of the Texas Business Organizations Code; and

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

WHEREAS, Section 380.002(b) of the Texas Local Government Code provides that "[a] home-rule municipality may, under a contract with a development corporation created by the municipality under the Development Corporation Act (Subtitle C1, Title 12), grant public money to the corporation. The development corporation shall use the grant money for the development

and diversification of the economy of the state, elimination of unemployment or underemployment in the state, and development and expansion of commerce in the state"; and

WHEREAS, Section 501.007(b) of the Texas Local Government Code provides the authority for the City to grant public money to the Assignee under a contract authorized by Section 380.002 of the Texas Local Government Code; and

WHEREAS, Section 253.012 of the Texas Local Government Code authorizes the Assignor to transfer to the Assignee the Property without complying with the notice and bidding requirements of Section 272.001(a) of the Texas Local Government Code, provided the Assignee uses the real property in a manner that primarily promotes a public purpose of the City of Brady, Texas; and provided the deed conveying the real property indicates that ownership of the property automatically reverts to the City of Brady, Texas, if the Assignee at any time fails to use the property for a public purpose; and

WHEREAS, the Assignor, and Assignee, find and determine this Assignment of Lease is consistent with the sales tax election held on May 15, 2018, and is authorized pursuant to Chapters 253, 501 to 505 of the Texas Local Government Code, Chapter 380 of the Texas Local Government Code, and Section 2.101 of the Texas Business Organizations Code, as amended; and in particular sections 253.012, 380.002(b), 501.007(b), and 504.353(b) of the Texas Local Government Code, and Section 2.101(4) of the Texas Business Organizations Code.

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

SECTION 1. The foregoing recitals are hereby incorporated into the body of this Assignment of Lease Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. Assignor represents and warrants that the Original Lease Agreement is in full force and effect and has not been terminated by Assignor. Assignor further represents and warrants that there have been no amendments or modifications to the Original Lease Agreement, that the Original Lease Agreement is the complete, exclusive statement of the terms of the agreement between the parties, and that there has been no prior assignment or pledge of the Original Lease Agreement by Assignor.

SECTION 3. Assignor hereby transfers, assigns, sets over and conveys to Assignee, subject to the terms hereof, all of its right, title and interest under and by virtue of said Original Lease Agreement.

SECTION 4. Subject to the terms and conditions hereof, Assignee hereby agrees to accept such assignment of the Original Lease Agreement and assume all of the obligations of the Assignor under the Original Lease Agreement.

SECTION 5. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee, their successors and assigns.

SECTION 6. This Assignment is hereby approved by the City Council of the Assignor and the Board of Directors of the Assignee.

SECTION 7. This is the entire agreement of the parties and cannot be changed or modified without the written approval of the parties hereto.

SECTION 8. This Assignment may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. To facilitate execution of this Assignment, the parties may execute and exchange by telephone facsimile counterparts of the signature pages.

IN WITNESS WHEREOF, the Assignor, and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR:

CITY OF BRADY, TEXAS,
A Texas home-rule municipality

By: _____
Anthony Groves, Mayor
Date Signed: _____

ATTEST:

Tina Keys, City Secretary

APPROVED AS TO FORM:

Sarah M. Griffin, City Attorney

ASSIGNEE:

**BRADY TYPE B ECONOMIC
DEVELOPMENT CORPORATION,
a Texas non-profit corporation**

By: _____

Jason Valdez, President

Date Signed: _____

Exhibit A

[Original Lease Agreement]

LEASE AGREEMENT

This Lease Agreement is made and entered into this 15th day of May, 2008, by and between Brady Economic Development Corporation, hereinafter referred to as Lessor, and Old Dodge Crossing, L.L.C., hereinafter referred to as Lessee.

1. Lessor, for and in consideration of the rents, covenants and agreements hereinafter stipulated to be paid, kept and performed by the parties hereto, hereby leases, lets and demises unto Lessee, its successors and assigns, the following described premises, situated in the City of Brady, McCulloch County, Texas, to wit:

Being all of Lots Nos. 7 and 8, Block No. 8, Jones Addition to the City of Brady, Texas, as shown on the plat of said Addition recorded in Volume 2, Page 479, Deed Records, McCulloch County, Texas.

Together with all easements, rights and appurtenances pertaining thereto.

2. The primary term of this Lease is for a period of fifteen (15) years beginning May 15, 2008 and ending May 14, 2023.

3. Rent on the premises shall be due and payable as follows:

(a) Lessee shall pay Lessor as rent therefor a base monthly rent of Six Hundred Forty Three and 39/100 Dollars (\$643.39) per month in advance on the 15th day of each and every month during this Lease beginning May 15, 2008 and continuing regularly and monthly thereafter. In the event Lessee fails to remit any payments when the same are due, interest at the rate of 10.0% shall be charged by Lessor beginning on the tenth (10th) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment, plus interest, is received by Lessor. In the event Lessee shall become delinquent for more than 30 days, this Lease may be terminated by Lessor as provided in Paragraph 14 herein.

(b) If Lessor's ad valorem taxes on the premises increase during the term of this Lease, Lessee will pay the increase in such taxes. The current year's ad valorem taxes are One Thousand Four Hundred Eighty and 78/100 (\$1,480.78). Lessor will notify Lessee of the increase, if any; such increase will be divided by 12 and such amount shall be paid by Lessee as additional rent.

PKC 4. Lessee will use and occupy the premises in a careful and proper manner, committing no waste, and use such premises for the purposes of operating a warehouse for its construction business. ←

LM 5. If, during the primary or extended term of this Lease, the premises shall be so injured by fire or otherwise, as to be rendered unfit for occupancy by Lessee, and the premises shall not have been repaired within ninety (90) days thereafter by Lessor, this Lease may be terminated by either party, and the rent shall be payable only to the date of such injury and Lessor shall refund any unearned rent to Lessee. If, however, any such injury does not render the premises unfit for occupancy by Lessee, Lessor will promptly cause the premises to be repaired at Lessor's expense and there shall be a fair abatement in the rate of rent payable during the time such repairs are being made. Lessor's decision as to whether the premises are fit or unfit for occupancy shall be controlling.

6. At the termination of this Lease Lessee shall surrender the premises to Lessor in as good condition as they were at the time of the execution hereof; save and except ordinary wear and tear and damage by fire or other casualty.

7. Lessee shall abide by all applicable rules and recommendations of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage and disposal of hazardous chemicals, fuel and/or oil. Lessee agrees to abide by the manufacturer's directions in regards to the use, storage and disposal of all chemicals plus their containers used at the premises. Lessee agrees that it will at all times keep the premises clean and free of hazardous materials and their containers, trash, litter, tall grass, weeds and junked automobiles. Should Lessee fail to keep the premises clean and free of hazards, Lessor may, after 3 days written notice, provide for the cleanup of the litter or hazardous area. Such cleanup shall be charged to Lessee and payable by Lessee upon demand by Lessor. Failure to render proper payment for such cleanup and/or general disregard of the considerations and restrictions listed in this Lease Agreement shall constitute a material breach of this contract authorizing Lessor to terminate this Lease.

8. Lessor agrees to pay, before delinquent, all ad valorem taxes assessed against the premises. Lessee agrees to pay, before delinquent, all taxes assessed against merchandise, stock, equipment, fixtures and other personal property owned or placed by Lessee in or on the leased premises.

9. Lessee shall pay prior to delinquency all charges for utility services, sewer and trash collection used in and about the premises; including utility and security deposits.

10. Lessee shall at its own cost and expense, throughout the term of this Lease and so long as it shall remain in possession of the premises, keep and maintain in good repair the interior portion of the building located on the premises, including, but not limited to, maintenance of air conditioning and heating units, electric wiring, plumbing and plumbing fixtures. Lessee shall maintain the grounds surrounding the building, including repairs to the parking lot and keep all trash outside the building picked up. Lessee shall be responsible for all maintenance and repairs to the air conditioning and heating units, including but not limited to replacement of all or any part of such units, if necessary. Any major repair costs may be negotiated between the parties. Lessor shall, at its own cost and expense, throughout the term of this Lease and so long as it shall remain in possession of the premises, keep and maintain in good repair the roof and exterior portion of the building provided however, that Lessor shall not be responsible for painting the building, nor repair and/or maintenance necessitated by the careless, negligent or intentional acts of Lessee, its agents, employees or invitees. Lessee shall be responsible for the cost of replacement of the plate glass windows due to or resulting from acts of vandalism not covered by insurance which shall be provided by Lessee.

11. Lessee shall, at its own expense during the term of the Lease, maintain bodily injury, property damage and comprehensive public liability insurance with a coverage of not less than One Hundred Thousand and No/100 Dollars (\$100,000.00) for any one person injured, Three Hundred Thousand and No/100 Dollars (\$300,000.00) for any one accident and One Hundred Thousand and No/100 Dollars (\$100,000.00) for property damage. Such insurance shall also cover liability in public areas such as the parking lot. Lessee shall deliver to Lessor a duplicate original of each such policy, or in lieu thereof, a certificate issued by the carrier. Each such policy or certificate shall provide that the same shall not be canceled without at least ten (10) days prior written notice to Lessor, and shall name Lessor or Lessor's designate as an additional insured thereunder. Lessee shall furnish to Lessor from time to time promptly upon request being made therefor, a certificate evidencing the carrying of insurance as required hereunder, endorsed to require at least ten (10) days notice to Lessor prior to any cancellation or reduction of coverage. Not less than fifteen (15) days prior to the expiration of any such policy, certificates of the insurers (bearing notations evidencing the payment of renewal premiums) shall be delivered to Lessor. Lessee will carry property insurance with a company authorized to do business in the State of Texas and providing policy limits of not less than the value of the building with Lessor named as loss payee.

12. Lessee will suffer no waste and will keep the water pipes and connections free from ice and other obstructions. Lessee may not make any changes or alterations to the building located on the premises. All furniture, fixtures and equipment which Lessee may install upon the premises shall remain the property of the Lessee. Upon the expiration of the term of this Lease, Lessee may, if he is not in default at that time, remove from the premises all of such fixtures installed by Lessee. Lessee agrees to repair any damage to the premises caused by the removal of such fixtures. Lessee must obtain written authorization from Lessor for improvements to the building on the property prior to start of construction of such improvements. One-half the cost of the improvements approved by Lessor shall be prorated for the remaining term of the Lease and shall be offset against the monthly rental payment enumerated in Paragraph 3 above.

13. In the event the leased premises shall be damaged or destroyed by fire or other casualty so insured against, Lessee hereby agrees that it will claim no interest in any insurance settlement arising out of any such loss where Lessor is named as the sole beneficiary, and that it will sign any and all documents required by Lessor or the insurance company or companies that may be necessary for use in connection with the settlement of any such loss.

14. (a) The following events shall be considered events of default by Lessee hereunder:

(i) Lessee's failure to pay any installment of rent when due or to comply with any term, provision or covenant of this Lease and failure to cure such default within thirty (30) days after written notice thereof to Lessee; or

(ii) Lessee shall become insolvent, or shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors or shall be adjudged a bankrupt or insolvent in proceedings filed against Lessee or shall file a voluntary petition under any chapter of the federal bankruptcy law; or

(iii) A receiver or trustee shall be appointed for all or substantially all of Lessee's assets; or

(iv) Lessee shall abandon or vacate the leased premises.

(b) Upon the occurrence of any such event of default, Lessor shall have the option to pursue, after giving the required notice, any one or more of the following remedies:

(i) Terminate this Lease, in which event Lessee shall immediately surrender the premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent or rent for the remainder of the lease term, enter upon and take possession of the premises and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor; and Lessee agrees to pay Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination, whether through inability to relet the demised premises on satisfactory terms or otherwise.

(ii) Enter upon and take possession of the premises without terminating this Lease and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor, and relet the premises and receive the rent therefor; and Lessee agrees to pay to Lessor on demand any deficiency that may arise by reason of such reletting.

(iii) Enter upon the premises by force if necessary without being liable for prosecution or any claim for damages therefor, and do whatever Lessee is obligated to do under the terms of this Lease, and Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in thus effecting compliance with Lessee's obligations under this Lease, and Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee from such action whether caused by the negligence of Lessor or otherwise.

(iv) Acceptance of possession of the demised premises by Lessor from Lessee shall not constitute an acceptance of a surrender of the demised premises as such unless Lessor shall specifically acknowledge the same in writing.

(c) Except as otherwise provided by statute or rule of law, pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided for herein or any other remedies provided by law, all of which may be enforced cumulatively, nor shall pursuit of any remedy provided for herein constitute a forfeiture or waiver of any rent due to Lessor hereunder or of any damages accruing to Lessor by reason of the violation of any of the terms, provisions and covenants herein contained. Failure by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default, or of any other violation or breach of any of the terms, provisions and covenants herein contained.

15. Lessee may not assign this Lease nor sublet the premises without Lessor's prior written consent.

16. Lessor and Lessor's agents and representatives shall have the right to enter and inspect the premises at any time during normal business hours, for the purpose of ascertaining the condition of the premises.

17. Lessor shall not be liable to Lessee or Lessee's employees, agents or visitors or to any other person whomsoever for any injury to person or damage to property on or about the premises, caused by the negligence or misconduct of Lessee, its agents, servants, employees or invitees or caused by the building and improvements located on the premises, or due to any other cause whatsoever. Lessee does hereby indemnify Lessor and agrees to save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, and/or damage to property arising from or out of any occurrence in, upon or at the premises which are caused wholly or in part by any act or omission of Lessee, its agents, guest, business invitees, contractors, employees, servants or sublessees. In case Lessor shall, without fault on Lessor's part, be made a part to any litigation commenced by or against Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all costs and expenses such as attorney's fees incurred or paid by Lessor in connection with such litigation.

18. If, on account of any breach or default by Lessee in Lessee's obligations under the terms and conditions of this Lease, it shall become necessary for Lessor to employ an attorney to enforce or defend any of the Lessor's rights or remedies hereunder, Lessee agrees to pay any reasonable attorney's fee incurred by the Lessor in such connection.

19. All notices proved to be given under this Agreement shall be given by certified mail or registered mail, addressed to the proper party at the following addresses:

Brady Economic Development Corporation
Box 111
Brady, Texas 76825

Old Dodge Crossing, L.L.C.
Box 1389
Brady, Texas 76825

20. This Lease shall be binding upon and inure to the benefit of the parties, their successors and assigns.

21. At any time during the term of this Lease, Lessee shall have the option of purchasing the premises, including all improvements, for the sum of Ninety Thousand and No/100 Dollars (\$90,000.00) on the terms and conditions as provided below. Such option may be exercised by Lessee by giving written notice of Lessee's intent to purchase to Lessor. Lessor will within a reasonable time after receipt of such notice deliver, or cause to be delivered, to Lessee a preliminary title report. Defects in title, if any, shown by such report shall be remedied by Lessor within a reasonable time after notice to it of such defects and it shall deliver to Lessee as soon after closing as possible an owners' policy of title insurance in the amount of the purchase price attributable to the value of the real property free of liens and subject only to such exceptions and reservations shown of record in McCulloch County, Texas. Lessee shall be given credit against the purchase price for a portion of its rental payments to be determined in the following manner: A payment schedule for payment of a Ninety Thousand and No/100 Dollars (\$90,000.00) note with monthly payments over a 15 year amortization period with interest at 3 1/4% per annum will be calculated. Lessee will be given credit for the principal portion of such amortized payments based upon the number of rental payments made by Lessee. For example, if Lessee has made 36 rent payments at the time of exercise of such purchase option, Lessee will be entitled to a credit equal to the principal portion of 36 note payments based upon such amortization schedule.

22. Lessor shall furnish Lessee tax certificates showing no delinquent taxes. Taxes for the year of closing shall be prorated to the date of closing.

23. All closing costs shall be assessed to the respective parties as is customary in the purchase of property in McCulloch County, Texas as of the closing date.

24. It is distinctly understood and agreed by and between the Lessor and Lessee that any hold over by Lessee of the herein described premises after the expiration of this Lease shall operate and be construed only as a tenancy from month to month, terminable at the will of the Lessor, upon the same terms and conditions and the same rent as specified herein during the last proceeding rental period.

In Witness Whereof, the parties have executed this Lease as of the day and year above written.

Lessor

Brady Economic Development Corporation

By Grant Eridge
Grant Eridge,
President

Lessee

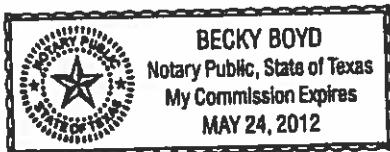
Old Dodge Crossing, L.L.C.

By John Knox Moore
Manager

STATE OF TEXAS
COUNTY OF McCULLOCH

This instrument was acknowledged before me on May 18, 2008 by Grant Evridge, President of Brady Economic Development Corporation, on behalf of said corporation.

Notary's Stamp:

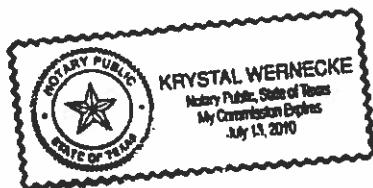


Becky Boyd
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF McCULLOCH

This instrument was acknowledged before me on May 20, 2008 by John Moore, Manager of Old Dodge Crossing, L.L.C., a limited liability company, on behalf of said company.

Notary's Stamp:



Krystal Wernecke
Notary Public, State of Texas

4. Lessee will use and occupy the premises in a careful and proper manner, committing no waste, for the general purposes of operating a business or businesses to provide labor and services to the general public, including, without limitation, repair and maintenance of buildings, minor construction, moving services, general labor, E-Bay sales, and for the further purposes of providing office and storage space for rental and/or retail purposes.

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	3-19-2019	AGENDA ITEM	7.F
AGENDA SUBJECT:	Discussion, consideration, and possible action authorizing the Mayor to sign the assignment of Deed of Trust for dba Thomas Developments from Type A EDC to Type B EDC.		
PREPARED BY:	Kim Lenoir	Date Submitted:	03/14/2019
EXHIBITS:	Assignment of Deed of Trust		
BUDGETARY IMPACT:	Required Expenditure:	\$0.00	
	Budget Amount Available:	\$0.00	
	Appropriation Required:	\$0.00	
CITY MANAGER APPROVAL:			
SUMMARY:	<p>City Council and EDC A and B held a joint meeting on January 22, 2019 to discuss transfer of assets from A to the City to close out the EDC A Corporation and then transfer the asset to Type B EDC.</p> <p>EDC A and B approved this transaction.</p> <p>Jason Valdez, President of EDC A and B will be available to answer any questions.</p>		

RECOMMENDED ACTION:

Move to authorize the Mayor to sign the assignment of the Deed of Trust for Thomas Developments from Type A to Type B EDC.

ASSIGNMENT OF DEED OF TRUST

For value received, the undersigned holder of a Deed of Trust, **BRADY ECONOMIC DEVELOPMENT CORPORATION**, a Type A economic development corporation and Texas non-profit corporation (the "Assignor"), whose address is 201 E. Main Street, Brady, McCulloch County, Texas 76825, does hereby grant, sell, assign, transfer and convey unto the **BRADY TYPE B ECONOMIC DEVELOPMENT CORPORATION**, a Type B economic development corporation (the "Assignee") whose address is 201 E. Main Street, Brady, McCulloch County, Texas 76825, all beneficial interest under a certain Deed of Trust dated March 1, 2012, made and executed by **JENNIFER THOMAS**, dba Thomas Developments, as Grantor, to Donald L. Barley, as Trustee, upon the following-described property situated in McCulloch County, Texas:

LEGAL PROPERTY DESCRIPTION:

Two tracts of land situated in McCulloch County, Texas and being described as follows, to-wit:

Tract 1: The Northeast one-fourth (NE/4) of Block No. 108, Luhr Addition to the City of Brady, McCulloch County, Texas, according to the map or plat of said Addition now in general use and of record in Volume 27, Page 323, Deed Record, McCulloch County, Texas.

Tract 2: The Northwest one-fourth (NW/4) of Block No. 108, Luhr Addition to the City of Brady, McCulloch County, Texas, according to the map or plat of said Addition now in general use and of record in Volume 27, Page 323, Deed Record, McCulloch County, Texas.

Such Deed of Trust having been given to secure payment of \$80,000.00 which Deed of Trust is recorded in Volume 409, Page 327 of the Deed of Trust Records of McCulloch County, Texas, together with the other agreements and obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such Deed of Trust.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described Deed of Trust.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Commercial Deed of Trust on this _____ day of _____, 2019.

**BRADY ECONOMIC DEVELOPMENT
CORPORATION,
A Texas non-profit corporation**

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
COUNTY OF MCCULLOCH §

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____, President of the Brady Economic Development Corporation, a Texas non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

CONSENT TO ASSIGNMENT:

**CITY OF BRADY, TEXAS,
A Texas home-rule municipality,**

Anthony Groves, Mayor

ATTEST:

Tina Keys, City Secretary

APPROVED AS TO FORM:

Sarah M. Griffin, City Attorney

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	3-19-2019	AGENDA ITEM	7.G
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding approval of Resolution 2019-019 forgiving further obligations of Type A EDC to fund the remaining debt of the 2009 vote to remodel and expand the Civic Center.		
PREPARED BY:	Kim Lenoir	Date Submitted:	03/11/2019
EXHIBITS:	Resolution 2019-019		
BUDGETARY IMPACT:	Required Expenditure:	\$0.00	
	Budget Amount Available:	\$0.00	
	Appropriation Required:	\$0.00	
CITY MANAGER APPROVAL:			
SUMMARY:	<p>City Council and EDC A and B held a joint meeting on January 22, 2019 to discuss transfer of assets from A to the City to close out the EDC A Corporation and then transfer the asset to Type B EDC.</p> <p>EDC A and B approved this transaction.</p> <p>Jason Valdez, President of EDC A and B will be available to answer any questions.</p>		

RECOMMENDED ACTION:

Move to approve Resolution 2019-019

RESOLUTION 2019-019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADY,
TEXAS, FORGIVING FURTHER OBLIGATIONS OF THE BRADY
ECONOMIC DEVELOPMENT CORPORATION (TYPE A) UNDER
RESOLUTION NO. 2015-028R IN RELATION TO FUNDING FOR THE ED
DAVENPORT CIVIC CENTER**

WHEREAS, the Brady Economic Development Corporation (hereinafter referred to as the “EDC”) is a Type A economic development corporation, created pursuant to Chapter 504 of the Texas Local Government Code, as amended; and

WHEREAS, on or about July 13, 2015, the City Council of the City of Brady approved Resolution No. 2015-028R, a resolution and agreement which in part authorized the Type A EDC to provide one-fourth (1/4th) of the Type A EDC’s one-fourth of one percent sales tax to the City for the Ed Davenport Civic Center for an amount not to exceed \$1,081,000.00; and

WHEREAS, on or about May 5, 2018, the eligible voters of the City of Brady, Texas, a Texas home-rule municipality (hereinafter referred to as the “City”), approved a ballot proposition to abolish the existing Type A economic development sales tax, operating pursuant to Chapter 504 of the Texas Local Government Code, and adopt a Type B economic development sales tax, authorized pursuant to Chapter 505 of the Texas Local Government Code; and

WHEREAS, Section 504.353(b) of the Texas Local Government Code provides that “[w]hen the last of the Type A corporation’s obligations are satisfied, any remaining assets of the corporation shall be transferred to the authorizing municipality, and the existence of the corporation is terminated;” and

WHEREAS, the City Council of the City of Brady, Texas, desires to forgive all remaining obligations in relation to Ed Davenport Civic Center of the EDC, in light of the fact that remaining obligations will be taken on by the newly created Brady Type B Economic Development Corporation through separate agreement.

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

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the City Council of the City of Brady, Texas, and are fully incorporated into the body of this Resolution.

Section 2. That the City Council of the City of Brady, Texas, authorizes the Mayor to terminate and cancel all obligations of the Brady Economic Development Corporation in relation to the Agreement executed on July 21, 2015 between the City of Brady and the Bracy Economic Development Corporation.

Section 3. A copy of such termination is attached hereto as *Exhibit A*,

Section 4. This Resolution shall become effective from and after its passage.

DULY RESOLVED by the City Council of the City of Brady, Texas, on this the _____ day of _____, 2019.

Anthony Groves, Mayor

ATTEST:

Tina Keys, City Secretary

APPROVED AS TO FORM:

Sarah M. Griffin, City Attorney

Exhibit A

The Agreement between the City of Brady, Texas and the Brady Economic Development Corporation (Type A) in relation to the Ed Davenport Civic Center and executed between the parties on the 21st day of July 2015, is hereby terminated and all obligations thereunder are hereby cancelled in their entirety.

The undersigned have the express approval and authorization of their respective governing bodies to execute this termination agreement.

CITY:

**CITY OF BRADY, TEXAS,
A Texas Home-Rule Municipality**

Anthony Groves, Mayor

ATTEST:

Tina Keys, City Secretary

EDC:

**BRADY ECONOMIC DEVELOPMENT
CORPORATION,
A Texas non-profit corporation.**

Jason Valdez, President

ATTEST:

Kathryn Meroney, Secretary

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	3-19-2019	AGENDA ITEM	7.H
AGENDA SUBJECT: Discussion, consideration, and possible action regarding approval of Resolution 2019-020 approving a Performance Agreement with Type B EDC to pay remaining debt of the 2009 vote to remodel and expand the Civic Center (remaining amount \$743,066 payable with 1/4 of the sales tax receipts each year).			
PREPARED BY: Kim Lenoir		Date Submitted:	03/11/2019
EXHIBITS: Resolution 2019-020			
BUDGETARY IMPACT:		Required Expenditure:	\$0.00
		Budget Amount Available:	\$0.00
		Appropriation Required:	\$0.00
CITY MANAGER APPROVAL:  SUMMARY: <p>City Council and EDC A and B held a joint meeting on January 22, 2019 to discuss the remaining Civic Center debt to the City for the 2009 vote to remodel and expand the Civic Center.</p> <p>EDC B agreed to take on the debt from Type A under the conditions stated in this agreement.</p> <p>Jason Valdez, President of EDC A and B will be available to answer any questions.</p>			

RECOMMENDED ACTION:

Move to approve Resolution 2019-020

RESOLUTION 2019-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS, APPROVING A PERFORMANCE AGREEMENT BY AND BETWEEN THE CITY OF BRADY, TEXAS, AND THE BRADY TYPE B ECONOMIC DEVELOPMENT CORPORATION, A TYPE B ECONOMIC DEVELOPMENT CORPORATION, OPERATING PURSUANT TO CHAPTER 505 OF THE TEXAS LOCAL GOVERNMENT CODE REGARDING THE ED DAVENPORT CIVIC CENTER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, EDC is a Type B economic development corporation operating pursuant to Chapter 505 of the Texas Local Government Code, as amended (also referred to as the “Act”), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, Section 505.152 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children’s sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section”; and

WHEREAS, the EDC’s Board of Directors have determined the financial assistance provided to City for the Ed Davenport Civic Center, pursuant to the Performance Agreement attached hereto as *Exhibit A*, is consistent with and meets the definition of “project” as that term is defined in Section 505.152 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, the City Council of the City of Brady, Texas, has concluded and hereby finds that this Agreement, attached hereto as *Exhibit A*, clearly promotes economic development in the City of Brady, Texas, and is consistent with and meets the definition of “project” as that term is defined in Section 505.152 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code.

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

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the City of Brady, Texas, and are fully incorporated into the body of this Resolution.

Section 2. That the City Council of the City of Brady, Texas, does hereby approve and authorize the execution of the Performance Agreement by and between the City and the Brady

Type B EDC, a copy of which is attached hereto as *Exhibit A* of this Resolution, and is incorporated herein for all purposes.

Section 3. That this Resolution shall become effective from and after its passage.

DULY RESOLVED by the City Council of the City of Brady, Texas, on this the _____ day of _____, 2019.

Anthony Groves, Mayor

ATTEST:

Tina Keys, City Secretary

APPROVED AS TO FORM:

Sarah M. Griffin, City Attorney

Exhibit A

[Performance Agreement]

Regarding Ed Davenport Civic Center

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** between the **BRADY TYPE B ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “EDC”), and the **CITY OF BRADY, TEXAS**, a Texas home-rule municipality (hereinafter referred to as “City”), is made and executed on the following recitals, terms and conditions.

WHEREAS, on or about July 13, 2015, the Board of Directors of the Brady Economic Development Corporation, a Type A economic development corporation (hereinafter referred to as the “Type A EDC”, approved Resolution No. 2015-028R, approved a resolution and agreement which in part authorized the Type A EDC to provide one-fourth (1/4th) of the Type A EDC’s one-fourth of one percent sales tax to the City for the Ed Davenport Civic Center for an amount not to exceed \$1,081,000.00; and

WHEREAS, on or about May 5, 2018, the eligible voters of the City of Brady, Texas, approved a ballot proposition to abolish the Type A economic development sales tax to adopt a Type B economic development sales tax, authorized pursuant to Chapter 505 of the Texas Local Government Code; and

WHEREAS, following the election held on May 5, 2018, the Type A economic development sales tax was stopped and converted to a Type B economic development sales tax; and

WHEREAS, EDC is a Type B economic development corporation operating pursuant to Chapter 505 of the Texas Local Government Code, as amended (also referred to as the “Act”), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, Section 505.152 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children’s sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section”; and

WHEREAS, the EDC’s Board of Directors have determined the financial assistance provided to City for the Qualified Expenditures to be made towards the Ed Davenport Civic Center is consistent with and meets the definition of “project” as that term is defined in Section 505.152 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and

other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the EDC and City agree as follows:

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until the aggregate total of all payments from the EDC to City pursuant to this Agreement equals **Seven Hundred Thirty-Eight Thousand Four Hundred Ninety-Two and No/100 Dollars (\$738,492.00)**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

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

- (a) **Act.** The word "Act" means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word "Agreement" means this Performance Agreement, together with all exhibits and schedules attached to this Performance Agreement from time to time, if any.
- (c) **City.** The word "City" means the City of Brady, McCulloch County, Texas, a Texas home-rule municipality. For the purposes of this Agreement, City's address is 201 E. Main Street, Brady, Texas 76825.
- (d) **EDC.** The term "EDC" means the Brady Type B Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 201 E. Main Street, Brady, Texas 76825.
- (e) **Ed Davenport Civic Center.** The words "Ed Davenport Civic Center" mean the Ed Davenport Civic Center located at 816 San Angelo Highway, Brady, Texas 76825, which meets the definition of "project" as that term is defined by Section 505.152 of the Act.
- (f) **Effective Date.** The words "Effective Date" mean the date of the latter to execute this Agreement by and between the City and the EDC.
- (g) **Event of Default.** The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."

- (h) **Sales and Use Tax.** The words “Sales and Use Tax” or “Sales and Use Taxes” mean the City’s municipal sales and use tax, at the rate of one percent (1.0%), pursuant to section 321.103(a) of the Texas Tax Code, as amended.
- (i) **State Comptroller.** The words “State Comptroller” mean the Office of the Texas Comptroller of Public Accounts, or any successor agency.
- (j) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.
- (k) **Type B Sales and Use Tax Revenue.** The words “Type B Sales and Use Tax Revenue” mean the economic development sales and use tax revenue, at the rate of one-fourth of one percent (0.25%) percent, generated for use by the EDC, a Type B economic development corporation, operating pursuant to Chapter 505 of the Texas Local Government Code.

SECTION 4. AFFIRMATIVE COVENANTS OF CITY.

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

- (a) **Ed Davenport Civic Center.** City covenants and agrees to keep open to the general public during the Term of this Agreement the Ed Davenport Civic Center as a civic center consistent with Section 505.152 of the Act.
- (b) **Type B Sales and Use Tax Revenue.** City covenants and agrees to remit to the EDC the Type B Sales and Use Tax Revenue received each month from the State Comptroller during the Term of this Agreement.
- (c) **Performance.** City agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between City and EDC.

SECTION 5. AFFIRMATIVE COVENANTS OF EDC.

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

- (a) **Reimbursement for Ed Davenport Civic Center.** EDC covenants and agrees to pay to the City from the monthly allocations received from the State Comptroller one-fourth (1/4th) of the Type B Sales and Use Tax Revenue allocated to the City from the State Comptroller. Such payments shall be made annually upon confirming its accuracy with the State Comptroller, including any audit adjustments and its payment to EDC for the applicable period. EDC covenants and agrees to make the payment to the City within thirty (30) days

following the receipt of Type B Sales and Use Tax Revenue from the State Comptroller's office for the applicable period. The aggregate total of all annual payments from the EDC to City pursuant to this Agreement shall not exceed **Seven Hundred Thirty-Eight Thousand Four Hundred Ninety-Two and No/100 Dollars (\$738,492.00)**. Said reimbursement payments shall be made based upon the following schedule:

- (1) **Payment Period.** One (1) payment of one-fourth (1/4th) of the Type B Sales and Use Tax Revenue for the period of **October 1, 2018 to September 30, 2019**, shall be paid to the City by **September 30, 2019**;
- (2) **Period of No Payments.** No payments shall be made until the aggregate monthly allocations from the State Comptroller for October 2019 and thereafter for the one-fourth (1/4th) of the Type B Sales and Use Tax Revenue equals or exceeds **Two Hundred Nineteen Thousand Five Hundred Thirty-Seven and No/100 Dollars (\$219,537.00)**; and
- (3) **Resume Payment Period.** Thereafter annual payments of one-fourth (1/4th) of the Type B Sales and Use Tax Revenue shall be paid by the EDC to the City by **September 30th of each year**, until the aggregate total of all payments pursuant to this Agreement equals **Seven Hundred Thirty-Eight Thousand Four Hundred Ninety-Two and No/100 Dollars (\$738,492.00)**.

(b) **Performance.** EDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between City and EDC.

SECTION 6. EVENTS OF DEFAULT.

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

- (a) **General Event of Default.** Failure of City or EDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of City or EDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between City and EDC is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the EDC by or on behalf of City under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.

SECTION 7. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 6 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30)

days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default.

SECTION 8. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in McCulloch County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of McCulloch County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual or individuals executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. EDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to City:

City of Brady, Texas

201 E. Main Street
Brady, Texas 76825
Attn: Kim Lenoir, City Manager
Telephone: (325) 597-2152

if to EDC:
Brady Type B Economic Development Corporation
201 E. Main Street
Brady, Texas 76825
Attn: Jason Valdez, President
Telephone: (325) 597-2961

- (h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

[The Remainder of this Page Intentionally Left Blank]

THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND THE PARTIES AGREE TO ITS TERMS. THIS PERFORMANCE AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

CITY:

CITY OF BRADY, TEXAS
a Texas home-rule municipality

Anthony Groves, Mayor

ATTEST:

Tina Keys, City Secretary

APPROVED AS TO FORM:

Sarah Griffin, City Attorney

STATE OF TEXAS

§
§
§

COUNTY OF MCCULLOCH

This instrument was acknowledged before me on the _____ day of _____, 2019, by Anthony Groves, Mayor of the City of Brady, Texas, a Texas home-rule municipality, on behalf of said municipality.

Notary Public, State of Texas

EDC:

**BRADY TYPE B ECONOMIC
DEVELOPMENT CORPORATION,
a Texas non-profit corporation**

By: _____
Jason Valdez, President
Date Signed: _____

STATE OF TEXAS

§

COUNTY OF MCCULLOCH

§

§

This instrument was acknowledged before me on the _____ day of _____, 2019, by Jason Valdez, President of the Brady Type B Economic Development Corporation, a Texas non-profit corporation, on behalf of said Texas corporation.

Notary Public, State of Texas

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	3-19-2019	AGENDA ITEM	7.I
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding approval of Resolution 2019-021 approving a Chapter 380 Agreement with Type B EDC for the remaining Type A EDC final cash balance.		
PREPARED BY:	Kim Lenoir	Date Submitted:	03/11/2019
EXHIBITS:	Resolution 2019-021		
BUDGETARY IMPACT:	Required Expenditure:	\$0.00	
	Budget Amount Available:	\$0.00	
	Appropriation Required:	\$0.00	
CITY MANAGER APPROVAL:			
SUMMARY:	<p>City Council and EDC A and B held a joint meeting on January 22, 2019 to discuss transfer of remaining cash from A to the City to close out the EDC A Corporation and then transfer the cash to Type B EDC.</p> <p>EDC B approved this Chapter 380 Agreement.</p> <p>Jason Valdez, President of EDC A and B will be available to answer any questions.</p>		

RECOMMENDED ACTION:

Move to approve Resolution 2019-021

RESOLUTION 2019-021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADY,
TEXAS, APPROVING A CHAPTER 380 AGREEMENT BY AND
BETWEEN THE CITY OF BRADY, TEXAS, AND THE BRADY TYPE B
ECONOMIC DEVELOPMENT CORPORATION, A TYPE B ECONOMIC
DEVELOPMENT CORPORATION, OPERATING PURSUANT TO
CHAPTER 505 OF THE TEXAS LOCAL GOVERNMENT CODE; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Brady, Texas (hereinafter referred to as the "City") possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of Brady, Texas; and

WHEREAS, Section 380.002(b) of the Texas Local Government Code provides that "[a] home-rule municipality may, under a contract with a development corporation created by the municipality under the Development Corporation Act (Subtitle C1, Title 12), grant public money to the corporation. The development corporation shall use the grant money for the development and diversification of the economy of the state, elimination of unemployment or underemployment in the state, and development and expansion of commerce in the state"; and

WHEREAS, Section 501.007(b) of the Texas Local Government Code provides the authority for the City to grant public money to the Brady Type B Economic Development Corporation, a Texas Type B economic development corporation (hereinafter referred to as the "Brady Type B EDC") under a contract authorized by Section 380.002 of the Texas Local Government Code; and

WHEREAS, the City has concluded and hereby finds that this Agreement, attached hereto as *Exhibit A*, clearly promotes economic development in the City of Brady, Texas, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, and further, is in the best interests of the City and the Brady Type B EDC; and

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

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

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the City of Brady, Texas, and are fully incorporated into the body of this Resolution.

Section 2. That the City Council of the City of Brady, Texas, does hereby approve and

authorize the execution of the Chapter 380 Agreement by and between the City and the Brady Type B EDC, a copy of which is attached hereto as *Exhibit A* of this Resolution, and is incorporated herein for all purposes.

Section 3. That this Resolution shall become effective from and after its passage.

DULY RESOLVED by the City Council of the City of Brady, Texas, on this the _____ day of _____, 2019.

Anthony Groves, Mayor

ATTEST:

Tina Keys, City Secretary

APPROVED AS TO FORM:

Sarah M. Griffin, City Attorney

Exhibit A

[Chapter 380 Economic Development
Program and Performance Agreement]

Regarding Brady Type A EDC Fund Balance

**CITY OF BRADY, TEXAS
AND
BRADY TYPE B ECONOMIC DEVELOPMENT CORPORATION**

**CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AND PERFORMANCE AGREEMENT**

This **CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND PERFORMANCE AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into by and between the **CITY OF BRADY, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the "City"), and the **BRADY TYPE B ECONOMIC DEVELOPMENT CORPORATION**, a Type B economic development corporation, operating pursuant to Chapter 505 of the Texas Local Government Code, and a Texas non-profit corporation (hereinafter referred to as the "Brady Type B EDC"):

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

WHEREAS, Section 380.002(b) of the Texas Local Government Code provides that "[a] home-rule municipality may, under a contract with a development corporation created by the municipality under the Development Corporation Act (Subtitle C1, Title 12), grant public money to the corporation. The development corporation shall use the grant money for the development and diversification of the economy of the state, elimination of unemployment or underemployment in the state, and development and expansion of commerce in the state"; and

WHEREAS, Section 501.007(b) of the Texas Local Government Code provides the authority for the City to grant public money to the Brady Type B EDC under a contract authorized by Section 380.002 of the Texas Local Government Code; and

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

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

WHEREAS, on or about May 5, 2018, the eligible voters of the City of Brady, Texas, approved a ballot proposition to abolish the Type A economic development sales tax to adopt a Type B economic development sales tax, authorized pursuant to Chapter 505 of the Texas Local

Government Code; and

WHEREAS, the Brady Type B EDC is a Type B economic development corporation operating pursuant to Chapter 505 of the Texas Local Government Code, as amended, and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, the City Council of the City of Brady, Texas, desires to transfer to the Brady Type B EDC, the fund balance of the Brady Economic Development Corporation, a Type A economic development corporation, in the amount of **Five Hundred Sixty-Four Thousand Eight Hundred Thirty-Two and 62/100 Dollars (\$564,832.62)** (hereinafter referred to as the "Fund Balance") pursuant to Sections 380.002(b) and 501.007(b) of the Texas Local Government Code to be used by the Brady Type B EDC for permissible purposes authorized by Chapters 501 to 505 of the Texas Local Government Code and consistent with Section 380.002(b) of the Texas Local Government Code.

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

SECTION 1. FINDINGS INCORPORATED

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

SECTION 2. TERM

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until all obligations of the parties have been satisfied, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS

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

- (a) **Act.** The word "Act" means Chapters 501 through 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word "Agreement" means this Chapter 380 Economic Development Program and Performance Agreement, authorized by Chapters 380, 501, and 505 of the Texas Local Government Code, together with all exhibits and schedules attached to this Agreement from time to time, if any, and any amendments to this Agreement and/or exhibits and schedules.

- (c) **Brady Type B EDC.** The words “Brady Type B EDC” mean the Brady Type B Economic Development Corporation, a Type B economic development corporation, and a Texas non-profit corporation, its successors and assigns, operating pursuant to Chapter 505 of the Texas Local Government Code, as amended. For the purposes of this Agreement, Brady Type B EDC’s address is 201 E. Main Street, Brady, Texas 76825.
- (d) **City.** The word “City” means the City of Brady, McCulloch County, Texas, a Texas home-rule municipality. For the purposes of this Agreement, City’s address is 201 E. Main Street, Brady, Texas 76825.
- (e) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the City and Brady Type B EDC.
- (f) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (g) **Fund Balance.** The words “Fund Balance” mean the fund balance of the Brady Economic Development Corporation, a Type A economic development corporation, at the time of termination of the corporate existence of the Brady Economic Development Corporation which is approximately **Five Hundred Sixty-Four Thousand Eight Hundred Thirty-Two and 62/100 Dollars (\$564,832.62)**. Both Parties recognize that the amount of fund balance as defined herein is subject to the City of Brady’s forgiveness of any and all debt of the Brady Economic Development Corporation in relation to the Ed Davenport Civic Center, close out of all other obligations and assets, and formal termination of the Brady Economic Development Corporation pursuant to Texas Local Government Code, Section 504.353.
- (h) **Qualified Expenditures.** The words “Qualified Expenditures” mean the use of the Fund Balance by the Brady Type B EDC for permissible uses authorized by Chapters 501 to 505 of the Act, and the definition of “cost” as that term is defined by Section 501.152 of the Act, and consistent with Section 380.002(b) of the Texas Local Government Code.
- (i) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. OBLIGATIONS OF THE CITY

The City covenants and agrees with the Brady Type B EDC that, while this Agreement is in effect, the City shall comply with the following terms and conditions:

- (a) **Transfer of Fund Balance.** The City covenants and agrees and authorizes the City Manager or Mayor to execute any and all documents necessary to transfer to the Brady Type B EDC the Fund Balance within thirty (30) days of the latter of 1) the Effective Date of this Agreement; or 2) the formal termination of the Brady Economic Development Corporation pursuant to Texas Local Government Code, Section 504.353.

(b) **Performance.** The City agrees to perform and comply with all terms, conditions and provisions set forth in this Agreement that are applicable to the City.

SECTION 5. OBLIGATIONS OF THE BRADY TYPE B EDC

The Brady Type B EDC covenants and agrees with the City that, while this Agreement is in effect, the Brady Type B EDC shall comply with the following terms and conditions:

- (a) **Use Fund Balance for Qualified Expenditures.** The Brady Type B EDC covenants and agrees to use the Fund Balance provided by the City pursuant to Section 4(a) of this Agreement for Qualified Expenditures.
- (b) **Performance.** The Brady Type B EDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement that are applicable to the Brady Type B EDC.

SECTION 6. EVENTS OF DEFAULT

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

- (a) **General Event of Default.** Failure of the Brady Type B EDC or City to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement that is applicable to such party is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the City or Brady Type B EDC by or on behalf of the other applicable party under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.

SECTION 7. EFFECT OF AN EVENT OF DEFAULT

Failure of either party to comply with or perform any term, obligation or condition of this Agreement that is applicable to the party shall constitute an Event of Default. The non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to begin to cure said default. Should said default remain uncured, the non-defaulting party shall have the right to enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default.

SECTION 8. MISCELLANEOUS PROVISIONS

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties

sought to be charged or bound by the alteration or amendment.

- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in McCulloch County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of McCulloch County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party, which shall not be unreasonably withheld.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. The Brady Type B EDC warrants and represents that the individual executing this Agreement on behalf of the Brady Type B EDC has full authority to execute this Agreement and bind the Brady Type B EDC to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Entire Agreement.** This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.
- (h) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, or other cause outside the control of the party who is to perform, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (i) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to City:

City of Brady, Texas
201 E. Main Street
Brady, Texas 76825

Attn: Kim Lenoir, City Manager
Telephone: (325) 597-2152

For notice purposes, each party agrees to keep the other informed at all times of its current address.

- (j) **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.
- (k) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (l) In accordance with Section 2270.002 of the Texas Government Code (as added by Tex. H.B. 89, 85th Leg., R.S. (2017)), the Brady Type B EDC verifies that it does not boycott Israel and will not boycott Israel during the Term of this Agreement.
- (m) In accordance with Section 2252.152 of the Texas Government Code (as added by Tex. S.B. 252, 85th Leg., R.S. (2017)), the Parties covenant and agree that the Brady Type B EDC is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

CITY:

**CITY OF BRADY, TEXAS,
A Texas home-rule municipality**

By: _____
Anthony Groves, Mayor
Date: _____

ATTEST:

Tina Keys, City Secretary

APPROVED AS TO FORM:

Sarah M. Griffin, City Attorney

BRADY TYPE B EDC:

**BRADY TYPE B ECONOMIC
DEVELOPMENT CORPORATION,
A Texas non-profit corporation**

By: _____
Jason Valdez, President
Date: _____

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	3-19-2019	AGENDA ITEM	7.J
AGENDA SUBJECT:	Discussion, consideration, and possible action approving a 5-year lease agreement with Redeemer Church for the old K-Life (Boy Scout) Building to conduct a community Youth Program.		
PREPARED BY:	Kim Lenoir/Tina Keys	Date Submitted:	03/15/2019
EXHIBITS:	Lease Agreement		
BUDGETARY IMPACT:	Required Expenditure:	\$0.00	
	Budget Amount Available:	\$0.00	
	Appropriation Required:	\$0.00	
CITY MANAGER APPROVAL:			
SUMMARY:	For 15 years the K-Life Program has leased this facility from the City of Brady. K-Life closed their doors on February 28, 2019. Redeemer Church is requesting a new 5-year lease under the same terms. Redeemer Church plans to invest \$10,000 in remodeling the facility to continue operating a Youth Ministry Program as K-Life had done the past 15 years.		
RECOMMENDED ACTION:			
Move to approve lease agreement			

LEASE AGREEMENT

THE STATE OF TEXAS

COUNTY OF McCULLOCH

THIS LEASE AGREEMENT is made and executed this 19th day of March, 2019, in duplicate between the City of Brady, whose address is 201 E. Main Street, Brady, Texas 76825, herein called "Lessor", and Redeemer Church, herein called "Lessee", whose address is 801 San Angelo Hwy., Brady, Texas 76825.

DESCRIPTION OF PREMISES

1.01 Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain real property, including the improvements thereon, in McCulloch County, Texas, formerly known as the Boy Scouts Lodge, herein called the "leased premises", and described as follows, to-wit:

All of Block Number 141, Luhr Addition to the City of Brady, less 67 feet by 100 feet out of the Southeast corner of said block.

TERM

2.01 The term of this lease shall be for a period of five years and shall commence on the 20th day of March, 2019, and shall terminate on the 18th day of March, 2024, subject however to earlier termination as herein provided. Upon termination of the term, Lessor grants to Lessee an option to lease the leased premises for an additional five years on the same terms and conditions as this lease except the amount of rent which will be negotiated by Lessor and Lessee at that time.

2.02 The foregoing option must be exercised by giving written notice of such intention to Lessor not less than thirty nor more than ninety days prior to the end of the then-expiring term. After notice is given, Lessee and Lessor will redetermine the rent and, if an agreement is reached, Lessor and Lessee shall both execute an Addendum setting forth the rental rate for the succeeding five-year term and the renewal of the lease.

2.03 Lessee shall not be allowed to exercise the herein above referenced option if the lease is in default at the time the notice is given. If the lease or any covenants contained herein are breached as of the option notice date or thereafter, the option provision shall lapse and become null and void.

RENTALS

3.01 As consideration and rentals for this lease, Lessee shall make the following repairs and install improvements to the building the subject of this lease as follows:

- (1) Install carpet;
- (2) Fix holes in walls;
- (3) Paint as needed.

USE AND OCCUPANCY

4.01 The leased premises shall be used only as a center for education, training, counseling, and meeting with area youth, including their teachers, counselors, and family members, as well as any other lawful purpose. Lessee shall not permit the leased premises or any part thereof to be used for (a) the conduct of any offensive, noisy, or dangerous activity that would increase the premium for fire insurance on the leased premises; (b) the creation or maintenance of a public nuisance; (c) anything which is against laws, regulations or rules of any public authority at any time applicable to the leased premises; or (d) any purpose or in any manner which will obstruct, interfere with, or infringe on the rights of other tenants of adjoining property.

LESSOR'S COVENANTS

5.01 If the leased premises, or any part thereof, shall be partially damaged by fire or other casualty, the premises promptly shall be repaired by Lessor. If the leased premises should be damaged to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage. Lessor shall have no liability for loss or destruction of personal property.

5.02 Lessor agrees to pay all utilities during the term of this lease not to exceed \$200.00 per month.

LESSEE'S COVENANTS

6.01 Lessee, during the term of this lease, shall use reasonable efforts to make all necessary and reasonable repairs to the leased premises unless Lessee determines that such repairs are not economically feasible. No liability shall result from its failure to keep said leased premises in repair as aforesaid, unless Lessee has had a reasonable time to make repairs and notice has been given to it by Lessor in writing requesting same. Lessor shall have the right to enter upon the leased premises at all reasonable times for the purposes of examination of the leased premises and equipment and in making necessary repairs and alterations.

6.02 Lessee shall commit no act of waste and shall take good care of the leased premises and the fixtures and appurtenances thereto. Lessee agrees, at its own expense, to perform the consideration herein and thereafter, to maintain the leased premises, fixtures and appurtenances thereto in good repair, and in at least as good a condition as that in which they were delivered, allowing for ordinary wear and tear. Except in the case of repair, replacement, or remodeling, Lessee shall not sell nor remove any portion of the leased premises, including, without limitation, hot water heater, air conditioning unit, appliances, furniture and fixtures.

6.03 Lessee shall maintain the yard by mowing and watering on a timely basis and shall water all trees on a regular basis so as to maintain vigor and promote growth. No automobiles or motorcycles may be parked on the lawn. No wrecked, junked or inoperable automobiles or motorcycles may be stored on the property. Lessee shall bear the expense of mowing and watering except as provided in Paragraph 5.02 above. The proper maintenance of the yard, trees and shrubs and visible appearance of the leased premises is a significant consideration for rental of the leased premises to Lessee.

6.04 Lessee shall not, without first obtaining the written consent of Lessor, make any major structural alterations, additions or improvements in, to or about the leased premises except for the repair, replacement, or remodeling provided for herein. All improvements made by Lessee to the leased premises which are so attached to the leased premises that they cannot be removed without material injury to the leased premises shall become the property of Lessor upon installation.

6.05 Lessee shall not assign the lease nor sublet the leased premises or any interest therein without first obtaining the written consent of Lessor; however, Lessor expressly consents to the use by the Boy Scouts as provided herein. This provision shall not operate to prevent Lessee from allowing church or civic groups to utilize the premises from time to time. A consent by Lessor to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting. An assignment or subletting without the written consent of Lessor, or an assignment or subletting by operation of law, shall be void, and shall, at the option of Lessor, terminate this lease.

6.06 Lessee shall pay, before delinquent, all taxes assessed against furniture, fixtures and other personal property owned or placed by Lessee in or on the leased premises.

6.07 Lessee accepts the premises in their present condition "AS IS".

6.08 Lessee agrees to move out of the premises at the end of the term, provided a new term has not been agreed upon.

6.09 Lessor agrees to continue to allow the Boy Scouts to store their equipment and hold their meetings in the building the subject of this lease provided such meetings do not conflict with Redeemer Church activities.

INSURANCE

7.1 Lessor shall have no duty to obtain fire or casualty insurance of any kind upon any

property belonging to Lessee, including, without limitation, furniture, clothing, jewelry, equipment, fixtures or any other personal property, and Lessor shall have no liability for any loss or damage to any property owned by Lessee.

7.2 Lessor shall maintain hazard insurance coverage on the building in an amount not less than \$150,000.

ABANDONED PROPERTY

8.01 Lessor may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

LESSOR'S REMEDIES ON DEFAULT

9.01 If Lessee shall default hereunder and remain in default for more than thirty (30) days after written notice of such default, or should any other person than Lessee secure possession of the premises, or any part thereof, by reason of any receivership, bankruptcy proceedings, or other operation of law in any manner whatsoever, Lessor may at its option, without notice to Lessee, terminate this lease, or in the alternative, Lessor may reenter and take possession of said premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass, and relet the premises or any part thereof, for all or any part of the remainder of said term, to a party satisfactory to Lessor, and at such monthly rental as Lessor may with reasonable diligence be able to secure.

9.02 All rights and remedies of lessor under this lease shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.

HOLDOVER BY LESSEE

10.01 If Lessee does not vacate the premises following termination of this lease, Lessee will become a tenant at will and must vacate the Premises on receipt of notice from Lessor. No holding over by Lessee, whether with or without the consent of Lessor, will extend the Term.

10.02 Should Lessee remain in possession of the leased premises with the consent of Lessor after the expiration of this lease, a new tenancy from month to month shall be created between Lessor and Lessee which shall be subject to all the terms and conditions of this lease but which shall be terminable by 30 day's written notice served by either Lessor or Lessee on the other party to this lease.

INDEMNITY

11.01 Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of Lessee's occupancy of the leased premises or from any breach on the part of Lessee of any conditions of this lease, or from any act or negligence of Lessee, its guests, agents, contractors, employees, subtenants, concessionaires, or licensees in or about the leased premises. In case of any action or proceeding brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, covenants to defend such action or proceeding by counsel acceptable to Lessor.

MISCELLANEOUS

12.01 All notices provided to be given under this agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following address:

TO LESSOR:

City of Brady
201 E. Main Street
Brady, TX 76825

TO LESSEE:

Redeemer Church
801 San Angelo Hwy
Brady, Texas 76825

12.02 This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns where permitted by this agreement.

12.03 This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in McCulloch County, Texas.

12.04 In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12.05 This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

12.06 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

12.07 The rights and remedies provided by this lease agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other

remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

12.08 No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this lease shall be deemed to be waiver of any other breach of the same or any other term, condition, or covenant contained herein.

12.09 In the event Lessor or Lessee breaches any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

12.10 Time is expressly declared to be of the essence of this lease.

12.11 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement as of the day and year first above written.

LESSOR:

City of Brady, Texas
A Municipal Corporation

By: _____
Anthony Groves, Mayor

Attest: _____
Tina Keys, City Secretary

LESSEE:

Redeemer Church

By: _____
Paden Behrens

Attest: _____

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

AGENDA DATE:	3-19-2019	AGENDA ITEM	7.K.
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:	Kim Lenoir; Joe Solis, Steve Miller, Lisa Remini	Date Submitted:	3-13-2019
EXHIBITS:			
BUDGETARY IMPACT:	Required Expenditure:	April 6, price expires..\$139,260.56	
	Budget Amount Available:	\$240,000.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			

SUMMARY:

In 2014, after a yearlong review and study by electrical engineers, LCRA prepared a comprehensive outline of city's electric distribution system that identified 12 capital improvements projects (CIP) that needed to be upgraded to maintain an energy efficient/reliable power distribution infrastructure for city's electric grid. These projects were staged over a 5-year Capital Improvement Plan that has been reviewed each budget year by City Council. The last two projects of the 12 identified include North Walnut Feed (Lockhart to near South Ave.) and the Airport Feed (US190E north to Curtis Field) that services LoadCraft (a top ten consumption customer). In 2018, the Airport Feed was designed and bid. Due to the bid price, the job split into two sections and divided between two fiscal years. Airport Line Section 1 was completed in October 2018. In the 2019 budget the final project North Walnut Feed was included. The job planning and engineering design for North Walnut Feed is now underway and is expected to be completed July 2019. As design has progressed, city staff was notified that probable construction project costs will be greater than funds currently available, therefore, staff is requesting additional construction funds be designated in FY2020 budget. With large construction/rehab projects that take more than a year to complete, they can sometimes get left out of the 6-month budget preparation process in part due to bidding and scheduling of the actual job. This Airport Section 2 was not added to the FY2019 budget because of the budget production schedule created a gap but it does need to be completed, especially for city's LoadCraft customer, future water system improvements and other north Brady customers. If this project is approved, \$100,000 of budgeted funds would be available for the N. Walnut Construction Project in August/September 2019 and this project will remain a priority for FY2020 budget funding to complete all CIP projects.

Staff agrees that completion of the "Airport Line" Section 2 is necessary for the city's capital project investment of the "Airport Line" Section 1 and to be fully realized as a valuable asset for serving both Curtis Field, LoadCraft company, northside water system improvements and intervening customers. Therefore, staff requests that the city utilize the capital funding available in FY2019 and award *Techline Construction, LLC* (\$96,863.77) and *Techline, Inc.* (\$42,396.79) to complete the Airport Section 2 Overhead Powerline improvements. 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.

RECOMMENDED ACTION:

Move to award the contracts for the Airport Feed Line Section 2.

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

AGENDA DATE:	3-19-2019	AGENDA ITEM	7. L
AGENDA SUBJECT:	Discussion, consideration and possible action regarding Resolution 2019-013 removing the procedure and process for disposal of Surplus Brady Volunteer Fire Department Equipment as outlined in Resolution 2010-005.		
PREPARED BY:	Lisa Remini	Date Submitted:	3-13-2019
EXHIBITS:	Resolution 2019-013 and Resolution 2010-005		
BUDGETARY IMPACT:	Required Expenditure:	\$0	
	Amount Budgeted:	\$0	
	Appropriation Required:	\$0	
CITY MANAGER APPROVAL:			
SUMMARY:	<p>A Resolution was passed by City Council in March 2010 to establish a communication process with the BVFD concerning the disposal of BVFD assets.</p> <p>In a recent review of Resolution 2010-005, Council suggested that the process require <u>written</u> communication from the BVFD and City. Then when discussed again on 3-9-19, Council desire was that the City not address the BVFD equipment surplus process at all. So this resolution now rescinds the procedure put in place by the City Council in 2010.</p>		

RECOMMENDED ACTION:

Move to approve Resolution 2019-013 removing the 2010 procedure and process for disposal of Surplus Brady Volunteer Fire Department Equipment.

RESOLUTION 2019 - 013

**RESOLUTION REMOVING THE BRADY VOLUNTEER FIRE DEPARTMENT
NOTIFICATION PROCESS FROM THE PURCHASING AND FIXED ASSET
POLICY FOR THE CITY OF BRADY**

WHEREAS, the City Council of the City of Brady adopted Resolution 2010-005 to amend its purchasing policy concerning the disposition of surplus property originally acquired from the Brady Volunteer Fire Department; and

WHEREAS, the City Council of the City of Brady desires to adopt a *Standard Operating Procedure (SOP) Policy for Disposal of Surplus and Salvage* concerning the disposition of City owned surplus property; and

WHEREAS, the City Council of the City of Brady desires to rescind Resolution 2010-005 and remove the procedure for handling disposition of surplus property originally acquired from the Brady Volunteer Fire Department; and

WHEREAS, the City Council of the City of Brady determines that the following amendments are in the best interest of the city;

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF BRADY THAT:**

Resolution 2010-005 amendment to the purchasing policy be rescinded and amended to remove any reference to Resolution 2010-005 and the Brady Volunteer Fire Department.

APPROVED AND EXECUTED THIS 19th day of March 2019.

Tony Groves, Mayor

ATTEST: _____

Tina Keys, City Secretary

RESOLUTION NO. 2010-005

RESOLUTION AMENDING THE PURCHASING POLICY FOR THE
CITY OF BRADY

WHEREAS, the City Council of the City of Brady desires to amend its purchasing policy concerning the disposition of surplus property originally acquired from the City of Brady Volunteer Fire Department; and

WHEREAS, the City Council of the City of Brady determines that the following amendments are in the best interest of the city;

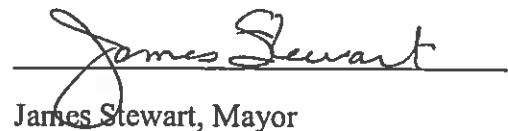
NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRADY THAT:

The purchasing policy be amended by adding the following provision in the section entitled "Disposal of Surplus Property":

"Disposition of Property Originally Acquired from the City of Brady Volunteer Fire Department

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

EXECUTED THIS 3 day of March 2010.



James Stewart
James Stewart, Mayor

ATTEST: 

Christi McAnally

Christi McAnally, City Secretary

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

AGENDA DATE:	3-19-2019	AGENDA ITEM	7. M
AGENDA SUBJECT: Discussion, consideration and possible action regarding Resolution 2019-006 adopting a City Standard Operating Procedure (SOP) Policy for Disposal of Surplus and Salvage (excluding Brady Volunteer Fire Department).			
PREPARED BY:	Lisa Remini	Date Submitted:	3-13-2019
EXHIBITS:	Resolution 2019-006 SOP – Disposal of Surplus and Salvage		
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 disposal of city assets. Recommended changes by the Council have been updated since last presentation on 2-19-19 and 3-5-19.			

RECOMMENDED ACTION:

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

RESOLUTION NO. 2019 - 006

**A RESOLUTION OF THE CITY OF BRADY, TEXAS
TO ADOPT THE CITY OF BRADY 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 SOP – Disposal of Surplus and Salvage Policy is hereby approved and adopted.

PASSED AND APPROVED this the 19th day of March 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: 3-19-2019	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 land only.

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 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.

DEPARTMENT RESPONSIBILITIES:

1. Department Heads are responsible for timely enforcement of 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.

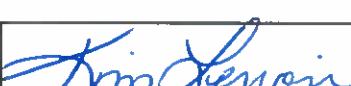
DIVISION RESPONSIBILITIES:

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.

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

AGENDA DATE:	3-19-2019	AGENDA ITEM	7.N
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding first reading of Ordinance 1269 of the City of Brady, Texas to amend FY2019 Budget for Emergency purchase of replacing a Medic Ambulance. (\$252,000)		
PREPARED BY:	Kim Lenoir and Lisa Remini	Date Submitted:	03/13/2019
EXHIBITS:	Ordinance 1269		
BUDGETARY IMPACT:	Required Expenditure:	\$252,000.00	
	Budget Amount Available:	\$0.00	
	Appropriation Required:	\$252,000.00	
CITY MANAGER APPROVAL:			
SUMMARY:	<p>On March 12, City Council met with staff to discuss the condition of ambulance medic 3. Based on Chief Perrin's assessment, the 2008 ambulance with over 170,000 miles is in disrepair and not road-worthy. The Council agreed that an immediate need to replace the ambulance is necessary to provide for the health and welfare of Brady/McCulloch County.</p> <p>Chief Perrin has obtained a quote from Frazer to establish a budget request; however, the ambulance will be formally bid under State and City purchasing requirements. Financing costs for FY 19 are estimated to be approximately \$17,000 for 4 months of debt service requirements at a 4% interest rate for a 5-year term contract. Staff will bring a request to the Council at the next regularly scheduled meeting, April 2, to formally award the bid and financing contract.</p> <p>The following table depicts the requested budget line items to amend.</p>		

2019 Ambulance		Budget Amendment required:	
Purchase Price	\$235,000	10-5-29-402	Capital Vehicle
Trade-in	(\$9,590)	10-4-29-899	Gain on Sale
Net Cost:	\$225,410		
Loan	\$225,410	10-4-29-690	Loan Proceeds
Debt Service FY 19	\$2,000	10-5-29-398	Interest Exp
	\$15,000	10-5-29-398.01	Principal Exp

Net Cash Outlay for
FY 19 \$17,000

RECOMMENDED ACTION:
Move to approve the first reading of Ordinance 1269.

ORDINANCE NO. 1269

**AN ORDINANCE OF THE CITY OF BRADY, TEXAS AMENDING THE FISCAL
YEAR 2018-2019 BUDGET**

An ordinance amending the 2018-2019 Fiscal Year Budget as follows:

Increasing the General Fund Budget by \$252,000.

WHEREAS, the Council met on March 12, 2019 and agreed by unanimous vote that an immediate need to replace the City's EMS 2008 ambulance "Medic 3" is necessary in order to provide for the health and welfare of Brady/McCulloch County; and

WHEREAS, the Council further deems the expenditure an emergency for municipal purposes due to the inoperable condition of Medic 3 ambulance,

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
BRADY TEXAS** that the FY 2018-2019 budget be amended accordingly.

APPROVED UPON FIRST READING THIS THE 19th DAY OF March 2019,

**APPROVED AND PASSED UPON SECOND READING THIS THE 2nd DAY OF April
2019.**

Anthony Groves, Mayor

ATTEST: _____
Tina Keys, City Secretary

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	3-19-2019	AGENDA ITEM	7. O
AGENDA SUBJECT:	Discussion and summary of City Council action and if procedures and processes worked.		
PREPARED BY:	Kim Lenoir	Date Submitted:	3-13-2019
EXHIBITS:			
BUDGETARY IMPACT:	Required Expenditure:	\$0.00	
	Budget Amount Available:	\$0.00	
	Appropriation Required:	\$0.00	
CITY MANAGER APPROVAL:			
SUMMARY:	<p>As a standing item, the Mayor would like to give City Council Members an opportunity to suggest any changes needed in the way the meeting was conducted. Also the Mayor or Council Member may summarize any action taken, if needed, for the audience or for each other.</p> <p>The goal is that this exercise will help keep a line of communication open to allow the City Council to work cohesively and to keep on the same page as to how to conduct city business.</p> <p><u>Note below what you would like to share:</u></p>		

RECOMMENDED ACTION:

No action required, just an opportunity to share.

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	3-19-2019	AGENDA ITEM	7. P
AGENDA SUBJECT:	Discussion of a City improvement recognized by City Council.		
PREPARED BY:	Kim Lenoir	Date Submitted:	3-13-2019
EXHIBITS:			
BUDGETARY IMPACT:	Required Expenditure:	\$0.00	
	Budget Amount Available:	\$0.00	
	Appropriation Required:	\$0.00	
CITY MANAGER APPROVAL:			
SUMMARY:	As a standing item, this will give City Council Members an opportunity to brag about what has improved in the City. The goal is that this exercise will help all of us to see the good things happening in our community and to have an opportunity to focus on the positive versus the negative.		
<u>Note below what you would like to share:</u>			

RECOMMENDED ACTION:

No action required, just note positive recognition of something “right” or “improved” in Brady.

February 2019 Tourism Report

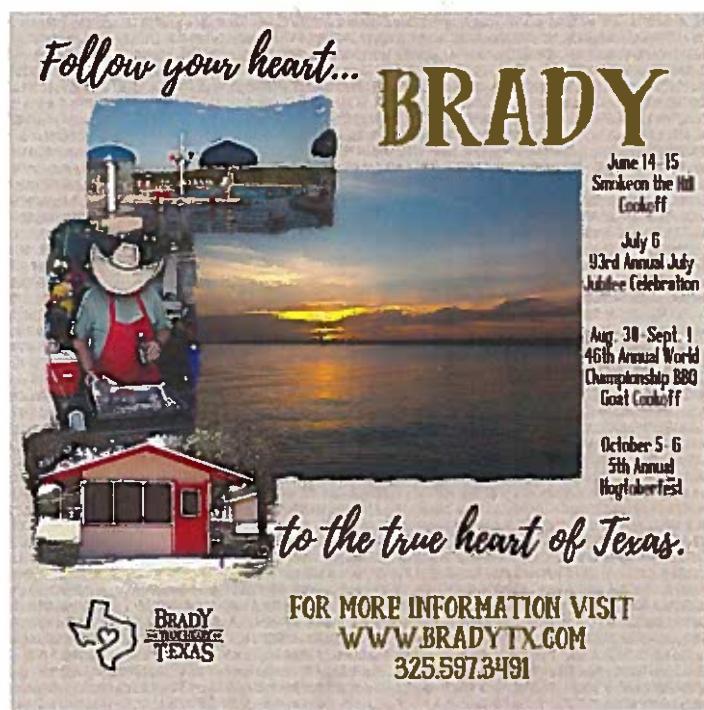
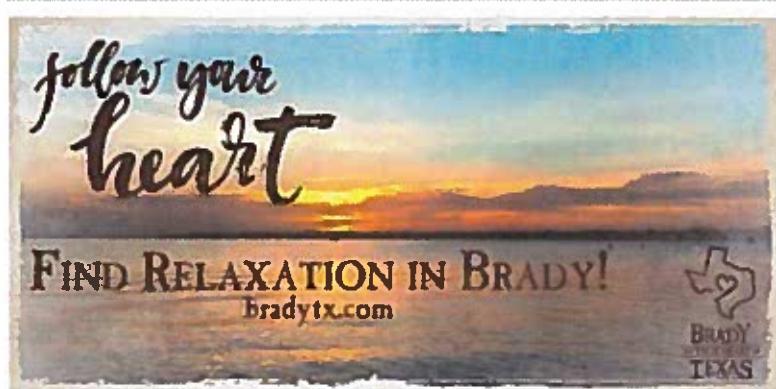
Activity Summary

Filled 700 visitors guide requests through Texas Highways and Tour Texas, and to visitors centers in Beaumont, Fredericksburg, Gainesville and Llano.

Secured contracts for GCO entertainment (partially funded by tourism dollars). Planning includes a Tejano night on Saturday, which has received great online feedback and the largest headliner we've ever brought on Sunday.

Continuing to work on identifying area and regional events that are being held to build a database.

Running the following collateral in several print publications.



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 th : 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

[Submit](#)

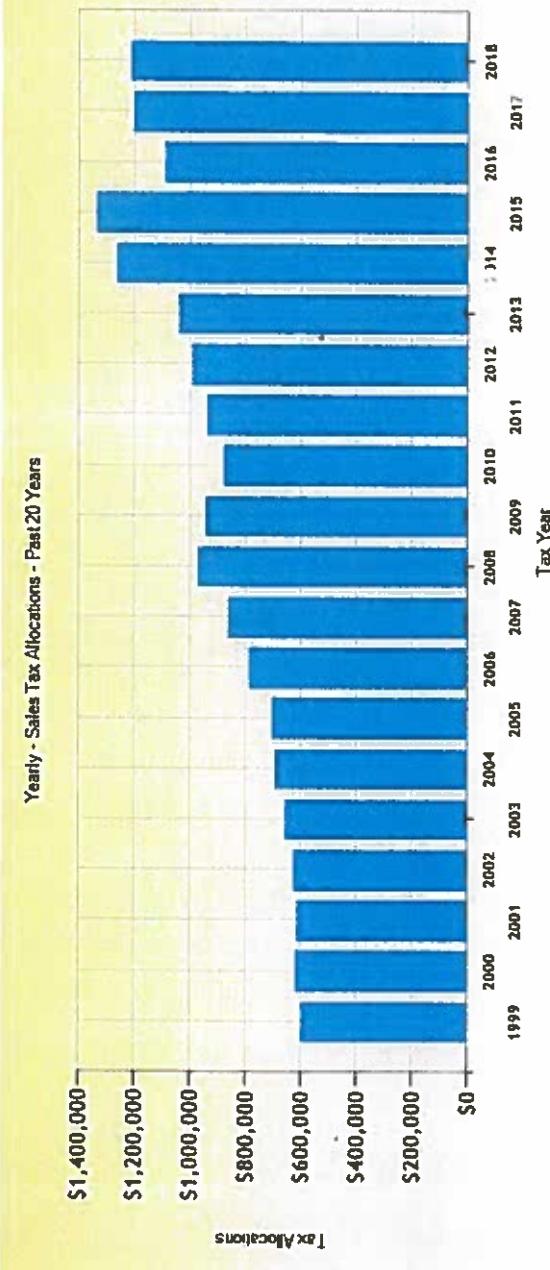
By Fiscal Year 10/01 - 09/30

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	\$97,257	\$0	\$0	\$0	\$0	\$0	\$0	\$609,117
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	\$98,15	\$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	\$87,08	\$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	\$88,94	\$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	\$81,61	\$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	\$83,07	\$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	\$69,64	\$86,286	\$70,868	\$54,779	\$73,192	\$69,685	\$64,455	\$93,443	\$58,872	\$850,618

1 2 3 4 >

Sales Tax Charts - Brady, City of (General Obligation Debt)

Page 3 of 6



CITY OF BRADY
MONTHLY FINANCIAL REPORT
AS OF: FEBRUARY 28TH, 2019

PAGE: 1

41.67% OF FISCAL YEAR

	CURRENT BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE % TO DATE
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	PRIOR YEAR
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BEGINNING FUND BALANCE &

NET WORKING CAPITAL	13,796,818.73
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13,668,169.01	
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REVENUES

10 -GENERAL FUND	7,551,868.00	3,407,686.93	45.12	3,792,842.55
20 -ELECTRIC FUND	7,353,410.00	2,973,936.67	40.44	3,146,096.39
30 -WATER / SEWER FUND	3,808,675.00	1,406,387.53	36.93	4,119,793.91
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	608,927.03	55.41	707,456.97
50 -UTILITY SUPPORT FUND	660,400.00	292,274.29	44.26	204,795.57
60 -SOLID WASTE FUND	1,208,000.00	495,937.64	41.05	460,255.50
80 -SPECIAL REVENUE FUND	1,551,792.00	199,655.78	12.87	486,421.49
81 -CEMETERY FUND	106,100.00	133,232.62	125.57	0.00
82 -HOTEL/MOTEL FUND	308,400.00	181,660.88	58.90	0.00
83 -SPECIAL PURPOSE FUND	<u>34,700.00</u>	<u>33,922.44</u>	<u>97.76</u>	<u>0.00</u>
TOTAL REVENUES	67,087,345.00	9,733,621.81	14.51	12,917,662.38

EXPENDITURES

10 -GENERAL FUND	7,874,814.00	2,768,402.74	35.16	2,646,874.46
20 -ELECTRIC FUND	7,848,890.00	3,070,590.77	39.12	5,987,525.41
30 -WATER / SEWER FUND	4,546,462.00	1,135,452.68	24.97	1,041,643.50
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	593,157.75	44.63	790,322.32
50 -UTILITY SUPPORT FUND	641,033.00	222,475.08	34.71	184,040.08
60 -SOLID WASTE FUND	1,320,928.00	505,426.39	38.26	514,719.62
80 -SPECIAL REVENUE FUND	2,046,586.00	716,246.40	35.00	463,041.43
81 -CEMETERY FUND	92,110.00	20,036.60	21.75	0.00
82 -HOTEL/MOTEL FUND	308,400.00	77,977.18	25.28	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	9,109,765.59	13.12	11,628,166.82

REVENUES OVER/(UNDER) EXPENDITURES	(2,333,058.00)
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623,856.22	
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1,289,495.56	
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ENDING FUND BALANCE &

NET WORKING CAPITAL	11,463,760.73
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14,420,674.95	
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14,957,664.57	
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RECONCILED OPERATING CASH / TOTAL UTILITY BILLINGS

Fiscal Year 18-19

CITY OF BRADY
CITY COUNCIL CORRESPONDENCE

TO: **MAYOR AND COUNCIL**
FROM: **FINANCE / UTILITY DEPARTMENTS**
SUBJECT: **MONTHLY CUSTOMER SERVICE REPORT**
DATE: **February 28, 2019**

SERVICES	FISCAL YEAR 2019											
	October	November	December	January	February	March	April	May	June	July	August	September
Received Phone Calls	863	919	840	955	954							
Returned Calls	36	61	46	64	69							
Residential Apps	29	37	33	33	42							
Commercial Apps	0	1	3	2	0							
Service Orders	159	188	228	210	193							
Utility Onsite Payments	1280	1284	1189	1221	1138							
Utility Mail Payments	655	693	643	803	668							
Utility Online Payments	515	503	497	494	450							
Utility Draft Payments	467	466	471	475	470							

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

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



	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Person Crimes	27	43	30	6	27								133
Property Crimes	21	30	22	25	19								117
Narcotics Crimes	7	5	1	2	8								23
Disturbances	38	50	36	20	25								169
Felony Arrests	6	10	3	2	10								31
Misdemeanor Arrests	8	8	1	7	11								35
Suspicious Person/Vehicle	33	59	48	46	28								214
Felony Warrant	0	4	2	3	10								19
Misdemeanor Warrant	2	7	1	2	2								14
D.W.I.	2	2	0	0	0								4
Alarms	10	14	5	11	5								45
Agency Assist	22	37	25	33	18								135
Public Assist	23	18	4	14	10								69
Escorts	3	3	2	3	1								12
Animal Calls	13	8	7	9	5								42
Traffic Direction	3	6	8	6	1								24
Close Patrols	161	100	35	163	10								469
Civil Matters	24	24	7	16	12								83
Juvenile	6	5	5	3	6								25
Crash Investigation	16	15	16	10	8								65
Welfare Concerns	28	24	10	16	18								96
Information	20	28	22	32	17								119
Court	1	1	1	0	0								3
Citations	37	8	13	17	29								104
Warnings	9	25	22	16	52								124
Building Checks	221	199	132	213	17								782
Misc. Incidents	74	88	78	39	56								335
Supplements	2	0	0	1	6								9
Follow ups	11	3	0	3	8								25
Reports	19	28	15	11	21								94
Curfew Violations	0	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 MI - Marijuana DD - Dangerous Drug DWI - Driving While License Invalid DWLS - Driving While License Suspended

Fire/EMS Monthly Reports:	County calls:	2018			2018			2019			2019			2019			2019			
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTALS	%					
EMS		12	18	17	16	21														
Fire		16	15	11	12	19														
Misc.		5	8	7	9	9														
County Totals:		33	41	35	37	49											195	28%		

City calls:	2018			2018			2019			2019			2019			2019			2019		
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTALS	%							
EMS		59	57	56	74	63															
Fire		13	14	6	9	14															
Misc.		31	23	25	28	29															
Transports requested by HOT:																					
City Totals:		103	94	87	111	106											501	72%			
Grand TOTAL (City and County Calls):																	696	100%			

BVFD Response to City/County Calls:

	EMS	Fire	Misc.	TOTAL:			
	23	21	19	16	27		
	19	21	9	20	20		
	2	10	4	9	10		
	44	52	32	45	57		
					230	33%	

Wrecks and Transport are counted in the Fire/EMS calls above:

County:																					
Wrecks		5	8	8	6	7															
Transport to Hospitals		9	9	7	5	1															
City:																					
Wrecks		5	7	8	0	0															
Transport to Hospitals		33	36	32	39	31															
BVFD: (respond with City and County calls)																					
Wrecks		8	11	10	6	7															
Transport to Hospitals		9	7	3	5	1															

Corrected 3-13-19

Brady Municipal Golf Course
Monthly Report

FY 19

Item	FY 2018	FY 2019	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	August	Sept	Totals
Rounds	1358	337	103	94	33	49	58								337
Green Fees	\$18,929.47	\$ 4,076.00	\$1,407.70	\$1,490.00	\$543.00	\$635.00	\$834.00								\$ 4,909.70
Membership Round	2895	1,098	238	233	143	197	287								1098
Student Rounds	60	17	7	2	1	4	2								17
Total Rounds	4313	1,452	348	329	178	250	347								1452
Trail Fee	56	11	2	5	2	0	2								11
Trail Fee Revenues	\$217.00	\$ 32.50	\$8.00	\$16.50	\$8.00	\$0.00	\$8.00								\$ 40.50
Cart Rentals	829	230	50	60	32	41	47								230
Cart Revenue	\$13,293.75	\$ 3,231.06	\$815.00	\$800.00	\$400.00	\$512.50	\$703.56								\$ 3,231.06
Cart Shed Rental	\$15,567.50	\$ 12,100.00	\$11,637.50	\$100.00	\$125.00	\$137.50	\$100.00								\$ 12,100.00
Vending Revenue	\$12,480.39	\$ 2,205.72	\$517.28	\$516.91	\$186.38	\$326.70	\$658.45								\$ 2,205.72
Memberships	233	118	35	20	22	24	17								118
Membership Fees	\$31,090.62	\$ 17,822.00	\$9,655.00	\$2,565.00	\$1,470.00	\$2,500.00	\$1,632.00								\$ 17,822.00
Driving Range	433	87	4	26	5	24	28								87
Range Revenue	\$1,910.28	\$ 344.00	\$19.00	\$98.00	\$23.00	\$100.00	\$104.00								\$ 344.00
Misc.	\$10,078.70	0													0
Total Revenue	\$103,567.71	\$ 40,652.98	\$24,058.48	\$5,586.41	\$2,755.38	\$4,211.70	\$4,040.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$40,652.98

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	\$18,369.14	\$16,137.00
Membership Round	2625	3678
Student Rounds	242	226
Total Rounds	4329	6215
Trail Fee	360	26
Trail Fee Revenues	\$208.00	\$104.00
Cart Rentals	943	636
Cart Revenue	\$16,670.64	\$10,017.76
Cart Shed Rental	\$10,714.53	\$16,165.50
Vending Revenue	\$16,290.04	\$15,126.94
Memberships	305	278
Membership Fees	\$30,321.10	\$35,825.00
Driving Range	298	296
Range Revenue	\$1,296.00	\$1,185.00
Misc.	\$16,035.37	\$31,109.30
Total Revenue	\$102,904.82	\$125,670.50

FY 19

\$0.00 variance

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

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

OPS Report

INVOICE	DATE	TOTAL SALE	TYPE A/C	N Number	SE	ME	Turbine	Jet	HEL
313621	2/1/2019	\$98.18	CANS						
313622	2/1/2019	\$1,926.47	Falcon 900	900LN				6	
313623	2/1/2019	\$4,967.89	AH/CH/Veh	891				32	
313624	2/2/2019	\$108.80	Mooney	6716N	2				
313625	2/4/2019	\$904.59	UH-60	20792				8	
313626	2/4/2019	\$724.41	AH-64	Q-07				8	
313627	2/4/2019	\$1,222.64	AH-64	Q-02				8	
313628	2/4/2019	\$1,189.86	AH-64	Q-07				8	
313629	2/5/2019	\$1,275.09	AH-64	Q-11				8	
313630	2/6/2019	\$224.40	Cessna	1423W	2				
313631	2/7/2019	\$127.08	CE-172		2				
313632_A	2/7/2019	\$151.30	Bonanza	964MA	2				
313632_B	2/7/2019	\$441.18	Piper	464PA		4			
313633	2/8/2019	\$100.73	Piper	3224B	2				
313634	2/9/2019	\$1,400.94	G-150	651DH		6			
313635	2/7/2019	\$70.00	CE172	7162T	2				
313636	2/7/2019	\$30.00	Truck						
313637	2/7/2019	\$50.00	Comanche	5102P					
313638	2/7/2019	\$70.00	Mooney	7616N	2				
313639	2/7/2019	\$30.00	Truck						
313640	2/7/2019	\$70.00	CE172	4951G	2				
313641	2/7/2019	\$30.00	Excursion						
313642	2/7/2019	\$70.00	Ercoupe	3714H	2				
313643	2/11/2019	\$40.38	TriPacer	3224B	2				
313644	2/7/2019	\$70.00	CE172	7563X	2				
313645	2/7/2019	\$70.00	Sierra	6956X	2				
313646	2/7/2019	\$140.00	CE170	4129Y	2				
313647	2/7/2019	\$70.00	L2A	46587	2				
313648	2/7/2019	\$700.00	Paint Hangar						
313649	2/7/2019	\$70.00	Bonanza	261AA	2				

Invoice Register

Code Enforcement Monthly Case Load FY 2019

03/04/2019
SD

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	78							236
0	0	0	1	0							1
4	0	1	54	21							80
4	0	1	55	21							81
45	0	4	4	33							86
0	0	0	0	0							0
30	30	27	78	66							231

Utility Inspections

238

Building Permit Department

Monthly Report

FY 2019

03/04/2019

60.