



**CITY OF BRADY COUNCIL AGENDA
WORK SESSION MEETING
DECEMBER 17, 2019 AT 3:00 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 3:00 pm on December 17, 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.

Tony Groves
Mayor

Rey Garza
Council Member Place 1

Missi Davis
Council Member Place 2

Jeffrey Sutton
Council Member Place 3

Jane Huffman
Mayor Pro Tem
Council Member Place 4

Jay May
Council Member Place 5

Dennis Jobe
City Manager

Tina Keys
City Secretary

Sarah Griffin
City Attorney

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

2. DISCUSSION REGARDING:

- a. Power Outages
- b. Distribution Costs
- c. Financial Determinations / policy and ordinance change

3. 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.

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.



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Council Member Place 1

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CITY OF BRADY COUNCIL AGENDA REGULAR CITY COUNCIL MEETING DECEMBER 17, 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 6:00 pm on December 17, 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 December 3, 2019.
- B. Discussion, consideration and possible action regarding Resolution 2019-040 to designate the Brady Standard Herald as the City's official newspaper for required publications and public notices (required annually by the City Charter Section 13.02)

5. PRESENTATIONS

- A. Annual Municipal Court Report – Municipal Court Judge JT Owens
- B. North Substation Status – Steven Miller

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 the second and final reading of Ordinance 1286 to amend Ordinance 986 reducing the processing fee for the acceptance of credit card payments.
- B. Discussion, consideration and possible action regarding approval of Resolution 2019-039 to adopt a revision to the Personnel Policy to include City related Social Media and retention directives.
- C. Discussion, consideration and possible action regarding executing a land lease agreement with New Cingular Wireless PCS, LLC on a city property located adjacent to the N Walnut Standpipe for a communication cell tower.
- D. Discussion, consideration and possible action regarding Ordinance 1287 amending chapter one General Provisions, Article 1.02 Administration, Division Three, Departments, Section 1.02.062 Community Services Department Subsection B To change the Community Services Director to the Community Development Outreach Manager, to be passed on first reading.
- E. Discussion and summary of City Council action and if procedures and processes worked.
- F. Discussion by City Council of City improvements to be recognized

8. STAFF REPORTS

- A. Monthly Financial / Utility Reports:**
- B. Monthly Activity Reports:** Visit Brady Report, Seniors, Golf, BPD, Fire-EMS Calls, BVFD Expense Report, Animal Control, Airport, Code Enforcement, Chronic Code Complaints, and Structures Inhabited without utilities
- C. Upcoming Special Events/Meetings:**
 - December 24 & 25 – Christmas Holiday – City Offices Closed
 - January 1 – New Year’s Day Holiday – City Offices Closed
 - January 7 – City Council Meeting
 - January 20 – Martin Luther King Jr. Day – City Offices Closed
 - January 20 – City Council Workshop 4:00
 - City Council Meeting 6:00

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

None

11. OPEN SESSION ACTION ON ANY ITEMS COMING OUT OF EXECUTIVE SESSION

None

12. ADJOURNMENT

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Tina Keys, City Secretary

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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, December 3, 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, Jay May, Missi Davis, Jeffrey Sutton and Rey Garza. City staff present were City Manager Dennis Jobe, Finance Director Lisa Remini, Public Works Director Steve Miller, Police Chief Steve Thomas, and City Secretary Tina Keys. Also in attendance were Erin Corbell, Michael Whitworth, and Cody Garrett.

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

Council Member May gave the invocation and the Pledge of Allegiance was recited.

3. PUBLIC COMMENTS

There were no public comments

4. CONSENT AGENDA

- A. Approval of Minutes for Regular Meeting on November 19, 2019

Council Member May 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:

Axis deer trapping at Brady Lake – Dennis Jobe introduced Cody Garrett who presented to Council. Council Member Sutton asked how the deer would be loaded. Garrett said they would be live loaded. Sutton asked when he could start and Garrett said as soon as possible. Council Member May said there are probably 300 – 500 axis deer out there right now. Council Member May commented the whitetails run with them and asked how the white tails would be separated out. Garrett said they would not trap whitetail. They could wait until there are no white tail in the trap to close the gates.

FY 2019 Budget Report – Lisa Remini presented.

6. PUBLIC HEARINGS:

There were no public hearings

7. INDIVIDUAL CONCERNS

- A. Discussion, consideration and possible action regarding the first reading of Ordinance 1286 to amend Ordinance 986 reducing the processing fee for the acceptance of credit card payments. Lisa Remini presented. Mayor Groves said the 3% is a cost to the city from the credit card company. If you pay without employee assistance, there is still a 3% charge to the City. That’s revenue lost to the City. It is the citizen’s money we’re messing with. He doesn’t

think it matters if an employee is involved or not. He asked how we make up that 3% if we charge it. Is it fair to make another citizen pay for something another citizen doesn't have to pay. Council Member Davis suggested we go to using e-bills and save money on printing and postage. She thinks there is a lot of things we can do to make up that 3%. Council Member Huffman said when we made the decision to raise a full penny, we were looking at expenses that this was already a part of. Council Member Huffman said she doesn't think we should raise a penny plus charge the customer. She thinks it's bad business. Council Member Huffman said she feels we can evaluate at budget time. Council Member Davis said she would like to know the total amount we pay. Remini said 3% isn't quite right, and went on to say the credit card company charges 1% on transactions coming into city hall. The online is costing about 1 ½ percent. Municipal court fines and fees paid online is 1.76%. The 3% was including the cost of personnel for those paying at City Hall. Council Member Huffman said she is OK with charging for municipal court. Council Member Davis said she doesn't think we should punish somebody who comes into the office. Lisa Remini informed Council the cost is actually about \$30,000, \$26,000 last year for all credit card payments. Council Member May mentioned we are constantly looking for revenue sources. This is one that's out there already. It was clarified that there was no charge online. Mayor Groves asked why don't we just charge exactly what it costs us, what we have to pay and went on to say that the lost revenue has to be made up some place. Council Member Huffman said she may be willing to agree to a flat 1% for everybody. Council Member Davis asked what the costs are for mailing bills. Council Member Huffman also wants to go to quarterly newsletters in with the bills. Council Member May agreed and said he thinks we should go to black and white. And if possible, only send one bill to customers with more than one account. Lisa Remini said we do have statement billing so we can send only one bill and she will check on that. Mayor Groves proposed passing this ordinance with a 1% fee if you pay with a credit card, then go back and look at figures for e-bill vs. paper bill and how we could revamp our billing and payment system for utilities. Council Member Davis said she is opposed for any credit charge and thinks we can revamp those costs somewhere else. Council Member Huffman said she doesn't agree. She doesn't think we should penalize people who want a bill. Council Member Sutton moved to approve the first reading of Ordinance 1286 with amending to 1% for credit card transactions. Seconded by Council Member Garza. Council Member Davis said she might vote for it at a later date after we give the customers advance notice. Mayor Groves said there is no rush we do anything immediately. We can pass the ordinance saying we are authorizing at 1%, then we work through finance dept how long we take to start charging after we inform customers and we can pick a date and explain we are going to go electronic when we can. All Council Members voted "aye" and none "nay". All Council Members voted "aye" and none "nay". Motion passed with a 5 – 0 vote.

- B. Discussion, consideration and possible action regarding approval Resolution 2019-039 to adopt a revision to the Personnel Policy to include City related Social Media and retention directives. Council Member Huffman questioned the paragraph starting with "The City supports...." She thinks we really need to look at this section. If they are on their own time and their personal social media, they are free to say what they want. Council Member Davis agreed and feels it's too broad to try to generalize but does agree that employees can't be on their personal social media during work times. Dennis Jobe asked if we can delete that section and leave the rest. Council Member Huffman said yes but we should check with the City attorney to find something else to say what we need to say. Mayor Groves agreed. He thinks the attorney needs to look at it again. It's not urgent, so we can table the tabled item. Council Member Sutton moved to table. Seconded by Council Member Huffman. All Council

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

- C. Discussion, consideration and possible action approving the purchase of 1,500T Limestone Rock Asphalt, Type 1, Grade D (cold mix) material at \$43.40 per ton for \$65,100.00. Delivery charge is \$0.15 per ton/mile at 183 miles for \$41,175.00. Total purchase with delivery equals \$106,275. Steven Miller presented. Council Member Davis moved to authorize the purchase. Seconded by Council Member Garza. All Council Members voted “aye” and none “nay”. Motion passed with a 5 - 0 vote.
- D. Discussion, consideration and possible action regarding awarding the pipe fill like improvements at FM2028 tank site to lowest responsible bidder – Dowtech Specialty Contractors, Inc. of Baird a base bid amount of \$47,600.00. Steven Miller presented. Council Member Sutton moved to approve. Seconded by Council Member Huffman. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.
- E. Discussion, consideration and possible action regarding amendment of Type B EDC’s 2019/2020 budget for inclusion of approved qualified projects. Erin Corbell presented. Council Member May moved to approve. Seconded by Council Member Garza. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.
- F. Discussion, consideration and possible action regarding approval of BEDC Incentive Programs for business improvements. Erin Corbell presented. Council Member Huffman moved to approve. Seconded by Council Member Davis. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.
- G. Discussion and summary of City Council action and, if procedures and processes worked. There was no discussion
- H. Discussion by City Council of City improvements to be recognized. City Manager Jobe said a water line was broken and water department fixed it and the landowner called and said they were happy the water dept was so responsive.

8. STAFF REPORTS

None

9. ANNOUNCEMENTS

Mayor Groves wanted Council to know that there is a significant bed bug problem at the fire dept. Chief Perrin said they are working on it but it is a significant challenge. They are dealing with it.

Dennis Jobe said there will be a work session at the next meeting

Council Member Davis said passwords on iPads expire every 90 days unless we call McLain to set password to where it does not change. She will be happy to help.

Mayor Groves said they will stock rainbow trout in Brady Creek on the 10th. If they can’t stock in the park, they will go further down. And it will be stocked again in January.

10. EXECUTIVE SESSION

There was no Executive Session

11. OPEN SESSION ACTION ON ANY ITEMS COMING OUT OF EXECUTIVE SESSION

None

12. ADJOURNMENT

There being no further business, the Mayor adjourned the meeting at 7:52 p.m.

Mayor Anthony Groves

Attest: _____
Tina Keys, City Secretary

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	12/17/2019	AGENDA ITEM	4.B.
AGENDA SUBJECT:	Discussion, consideration and possible action regarding Resolution 2019-040 to designate the <i>Brady Standard Herald</i> as the City's official newspaper for required publications and public notices (required annually by the City Charter Section 13.02).		
PREPARED BY:	T. Keys	Date Submitted:	12/05/2019
EXHIBITS:	Resolution 2019-040		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			

SUMMARY:
<p>The City of Brady's Home Rule Charter requires the designation of an official newspaper for required publications and public notices by resolution annually.</p>

RECOMMENDED ACTION:
<p>Move to approve Resolution 2019-040 to designate an official newspaper for required publications and public notices.</p>

RESOLUTION 2019-040

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS
DESIGNATING ANNUALLY THE CITY'S OFFICIAL NEWSPAPER AS PROVIDED
FOR IN SECTION 13.02 OF THE HOME RULE CHARTER.**

WHEREAS, the Home Rule Charter of the City of Brady, Texas requires the Council to annually designate an official newspaper of general circulation in the City; and

WHEREAS, this allows for the City to utilize the chosen paper as its official newspaper; and

WHEREAS, it will greatly benefit the City as well as the citizens to have the local newspaper as the official newspaper of the City; and

WHEREAS, the City Council of the City of Brady, Texas hereby selects the Brady Standard-Herald as the City's official newspaper.

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

That the *Brady Standard-Herald* be designated as the City's official newspaper as required by the City of Brady's Home Rule Charter, effective immediately.

PASSED AND APPROVED this the _____ day of _____, 2019

CITY OF BRADY:

Anthony Groves, Mayor

Attest: _____

Tina Keys, City Secretary

Annual Municipal Court Report December 2019

Fiscal Year	2015	2016	2017	2018	2019
Municipal Court Judge	Bill Spiller	Bill Spiller	Bill Spiller/ JT Owens	JT Owens	JT Owens
Municipal Court Clerk	Christi Badilla/ Tina Keys	Tina Keys	Lisa Moreno/ Valerie Gonzalez	Valerie Gonzalez	Valerie Gonzalez
City Prosecutor	Ross Fisher	S. Kackley	S. Kackley	S. Kackley/ Sarah Griffin	Sarah Griffin
# Open Court Day	17	11	12	11	11
# Days Judge in Office	0	0	36	36	36
Budget General Revenue	\$49,500	\$52,300	\$72,200	\$72,860	\$61,000
Actual General Revenue	\$48,253.73	\$49,243.34	\$87,183.48	\$94,874.50	\$75,204.67
Budget Expenditures	\$151,551	\$193,099	\$82,387	\$80,585	\$137,500
Actual Expenditures	\$84,756.61	\$172,770.26	\$70,261.59	\$67,101.15	\$116,517.17
Purchases	Purchased Building	Remodeled Building			

Number of Filed Cases	FY2015	FY2016	FY2017	FY2018	FY2019
Police Department	440	605	872	604	531
Municipal Court	8	28	219	342	205
Code Enforcement	81	40	63	26	3
Animal Control	0	0	1	3	20

Calander Year	2015	2016	2107	2018	2019
\$ Paid to State Comptroller	\$19,180.13	\$61,618.83	\$33,125.17	\$23,476.98**	\$21987.96**
\$ Paid to OMNI	\$234	\$162	\$414	\$ 942.00**	\$918.00**
OMNI Cases Added	6	5	794	393	215**
OMNI Cases Closed	29	27	57	157	172**

- Judge's office hours vary; comes in when needed & is on call for magistration at the jail.
- Open Court is held on Wednesday following the 3rd Tuesday of every month at the Municipal Court Building from 8:30 A.M. to 11:30 A.M.

What is Omni?

OmniBase Services of Texas maintains and administers the central database for the cities and counties contracted to use the Department of Public Safety's Failure to Appear Program. The FTA program as authorized by Chapter 706 of the Texas Transportation Code, provides an effective collection and enforcement tool by restricting the violator's ability to renew their drivers license for outstanding violations. The Omni fee that is added to a citation is \$30. When a defendant pays the citation, \$20 is paid to the Sate Comptroller, \$6 to the OmniBase, and \$4 are retained by the City.

What is the payment to the State Comptroller?

When a defendant pays a citation there is a Fine, Court Cost, & sometimes Fee(s). The Court Cost is what is sent to the State Comptroller, The City retains the Fine, and depending on what Fee is imposed it is spilt between the City and the State. Court Costs and Fines vary depending on the violation, there are instances when the Fine is significantly greater than the Court Cost and vice versa.

i.e. Expired Registration Ticket: \$46 Fine, \$59 Court Cost; Public Intoxication Ticket: \$241 Fine, \$59 Court Cost; Driving While License Invalid \$211 Fine, \$89 Court Cost.

Examples of additional fees are: Time Payment Fee, Jury Fee, Omni Fee, Warrant Fees etc.

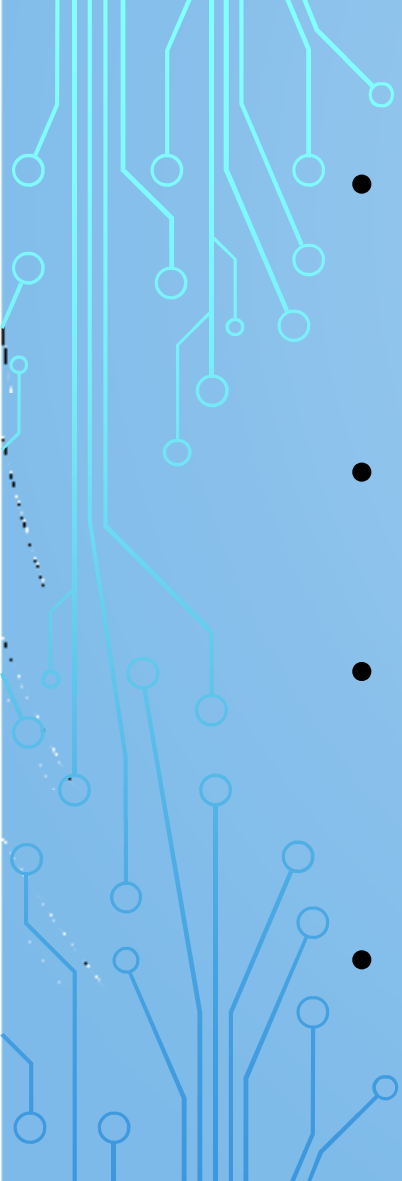
*No data found

** Pending Q4 of 2018 \$

A decorative graphic on the left side of the slide, consisting of a network of light blue lines and small circles, resembling a circuit board or a stylized tree structure.

NORTH TRANSFORMER STATUS REPORT

12/17/2019

- 
- SOLOMON EXPECTS TO RELEASE FOR TRANSPORT FIRST WEEK OF JANUARY 2020; ARRIVES THURSDAY MORNING, JAN. 9TH, (NEW YEAR)
 - CRANE SCHEDULING IS CRITICAL PATH – EXPECT SITE SETUP THURSDAY, JAN. 9TH, 2020
 - CONFERENCE CALL BETWEEN SOLOMON AND LCRA FOR COMMISSIONING AND ENERGIZING SET FOR MONDAY, JAN. 7TH, 2020
 - ESTIMATED INSURANCE REIMBURSEMENT APPROX. \$140,000.00

SOLOMON RECONDITIONING CHARGE		\$	207,230.00	PO#14-02275	
Incident charge		\$	10,361.63	Invoiced, LCRA	
Integrity charge		\$	15,690.99	PO# 14-02256, LCRA	
crane charge		\$	4,320.00	PO# 14-02265, 3D CRANE	
crane permit		\$	200.00	PO# 14-02265, 3D CRANE (permit)	
co#1 oil pump add		\$	15,700.00	PO# 14-02277, SOLOMON	
commission add		\$	16,700.00	PO# 14-02293, SOLOMON	
		\$	270,202.62	subtotal	
future crane		\$	10,000.00		
energizing service (est.)		\$	20,000.00	LCRA	
co#2 arrestors HV		\$	4,085.00	PO# 14-02275, SOLOMON	
co#2 arrestors LV		\$	1,785.00	PO# 14-02275, SOLOMON	
		\$	306,072.62	TOTAL	

An abstract graphic featuring a network of blue lines and circles, resembling a circuit board or a neural network, set against a light blue background. The lines are of varying thickness and connect to small circles, creating a complex, interconnected pattern. The overall style is clean and modern, with a focus on geometric shapes and a cool color palette.

City Council
City of Brady, Texas

Agenda Action Form for Ordinance

AGENDA DATE:	12-17-19	AGENDA ITEM	7.A.
AGENDA SUBJECT:	Discussion, consideration and possible action regarding the second reading to rescind Ordinance 986 and approve Ordinance 1286 authorizing the acceptance of credit card payments and providing for a processing and/or service fee.		
PREPARED BY:		Date Submitted:	12-12-2019
EXHIBITS:	Ordinance 1286		
BUDGETARY IMPACT:	Required Expenditure:		\$00.00
	Amount Budgeted:		\$00.00
	Appropriation Required:		\$00.00
CITY MANAGER APPROVAL:			

SUMMARY:
<p>Based on comments and first reading of Ordinance 1286 at the December 3 regular meeting with City Council, Ordinance 1286, paragraph 4 now states to be approved and passed on the second reading:</p> <p>...” shall also collect a processing fee in an amount equal to 1% of the amount of the fee, fine, court cost or utility charge as authorized by Section 132.003(b), Texas Local Government Code.</p> <p>This language will direct staff to charge a credit card processing fee, equal to 1% of the amount paid by credit card, if a payment is made by credit card through the assistance of city customer service staff either onsite at city hall or by phone; and the ordinance will allow a fee to be charged to all other online, or automated phone payments.</p>

RECOMMENDED ACTION:
<p>Mayor will ask: <u>“Madam City Secretary please read the Ordinance Preamble for the record in accordance with the City Charter.”</u> “Secretary reads preamble”</p> <p>Mayor calls for a motion: Move to approve the second and final reading of Ordinance 1286.</p>

ORDINANCE NO. 1286

AN ORDINANCE OF THE CITY OF BRADY TEXAS AMENDING ORDINANCE 986 AUTHORIZING THE ACCEPTANCE OF CREDIT CARDS AS PAYMENT OF FEES, FINES, COURT COSTS AND OTHER CHARGES, TO REDUCE THE PROCESSING FEE, AUTHORIZING THE MAYOR TO CONTRACT FOR ENCUMBRANCE OF UNAUTHORIZED CREDIT CARDS, AND PROVIDING FOR DEPOSIT OR PROCESSING FEES AND SERVICE CHARGES

WHEREAS, on September 20, 2006, Ordinance 986 was passed by the City Council of the City of Brady; and

WHEREAS, in reviewing Ordinance 986, it was determined that the procedures and amount charged for processing fees needs to be reviewed and updated; and

WHEREAS, Chapter 132 of the Texas Local Government Code, authorizes the governing body of a municipality to authorize a municipal officer who collects fees, fines, court costs, and other charges to accept payment by credit card and collect a fee for processing the payment by credit card; and

WHEREAS, the City Council of the City of Brady has determined that acceptance of credit cards is beneficial to the City and the citizens of the City in that it will provide greater flexibility in methods of payment and will promote prompt payment of fees, fines, court costs, and other charges.

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

Section 1. Ordinance 986 of the City of Brady, Texas is hereby amended to reduce the amount of fees collected for processing credit card payments as follows:

"Each officer employed by the City of Brady who, as part of that employment, collects fees, fines, court costs, or other charges from members of the public that are due the City is authorized to accept credit cards as payment for such fines, fees, court costs, and other charges.

For each fee, fine, court cost, or utility charge that is paid by credit card, the officer collecting same shall also collect a processing fee in an amount equal to **One percent (1%)** of the amount of the fee, fine, court cost, or utility charge, as authorized by Section 132.003(b), Texas Local Government Code.

If for any reason a payment by credit card is not honored by the credit card company on which the funds are drawn, the officer shall collect from the member of the public who attempted to pay by credit card an additional service charge in an amount equal to the

fee then being charged for the collection of a check drawn on an account with insufficient funds, as authorized by Section 132.004, Texas Local Government Code.

The Mayor shall be authorized on behalf of the City to contract with a company that issues credit cards to collect and seize credit cards issued by the company that are outdated or otherwise unauthorized. Such contract may provide that the City will charge the company a fee for the return of such credit cards, as authorized by Section 132.005, Texas Local Government Code.

Processing fees and service charges collected pursuant to this ordinance shall be deposited in the general fund of the City, as provided by Section 132.006, Texas Local Government Code.”

Section 2. All ordinances or parts of ordinances in force when the provisions of this Ordinance become effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed, but only to the extent of any such conflict.

Section 3. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part of provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Ordinances as a whole.

Section 4. This Ordinance shall take effect immediately from and after its passage and the publication as provided by law.

Passed and approved on the FIRST READING this ____ day of _____, 2019.

Passed and approved on the SECOND READING this ____ day of _____, 2019.

Anthony Groves, Mayor

ATTEST:

Tina Keys, City Secretary

Agenda Action Form

City Council

City of Brady, Texas

AGENDA DATE:	12-17-2019	AGENDA ITEM	7.B.
AGENDA SUBJECT:	Discussion, consideration and possible action regarding approval of Resolution # 2019-039 to adopt a revision to the Personnel Policy to include City related Social Media and retention directives.		
PREPARED BY:	Lisa Remini	Date Submitted:	11-20-19
EXHIBITS:	Recommended language - Social Media Resolution 2019-039		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			

SUMMARY:
<p>The proposed addition to the Personnel Policy is intended to improve communication to the city staff engaged in social media with the general public and how to coordinate that information and retain such for public inquiry.</p> <p>The city is committed to providing clear and transparent information in a friendly manner that promotes responsibility, accountability and unity with the council, staff, and community.</p> <p>Based on research with other cities and municipal attorneys, the additional language proposed is strongly recommended to promote a positive and legally responsible experience with the public concerning social media communications.</p> <p>Requiring a central coordination point of contact and that the social information be linked to the city's website as the originating source are two key components of the recommended language proposed.</p>

RECOMMENDED ACTION:
<p>Approve Resolution 2019-039 adopting the City related Social Media and retention directives as proposed, to be included in the City Personnel Policy.</p>

RESOLUTION NO. 2019 - 039

**A RESOLUTION OF THE CITY OF BRADY, TEXAS
TO AMEND THE CITY'S PERSONNEL POLICY TO INCLUDE
SOCIAL MEDIA POLICY**

WHEREAS, the City Council of the City of Brady recognizes the need for the City to effectively communicate with its citizens in order to enhance transparency in government; and

WHEREAS, the City Council of the City of Brady is aware of the growing use of Social Media by cities as a means of communication with its citizens; and

WHEREAS, The City Council of the City of Brady wishes to ensure proper and smooth communications between the governing body and its citizens by prescribing the manner in which the governing body shall interact;

WHEREAS, an employee's use of social media, both on and off duty, must not interfere with or conflict with the employee's duties or job performance, reflect negatively on the City of Brady, or violate any city policy; and

WHEREAS, the City of Brady City Council wishes to regulate the creation and distribution of information concerning the City, its employees and citizens through electronic media, including but not limited to, online forums, instant messaging and internet social media and blogging site; and

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

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

The City of Brady's Personnel Policy with amendments to include the Social Media Policy is attached hereto as "Exhibit A" and incorporated herein by reference is hereby adopted by the City of Brady City Council.

PASSED AND APPROVED this the ____ day of _____ 2019.

Anthony Groves, Mayor

Attest: _____
Tina Keys, City Secretary

20. Digital Media and Social Networking

A. Generally

Digital and computer technology continues to expand rapidly around the world. Improved technology applications can enhance our everyday lives, improve overall quality of life, and provide useful tools for business and government. It can be a great tool to reach citizens and further develop positive perceptions of employees and City. Likewise, it can improve personal communications and relationships. However, this technology is a double-edge sword that must be used by personnel on and/or off-duty in a manner that preserves and promotes the image, efficiency, and effectiveness of the City, the individual employee, and the community itself.

The City recognizes the right of employees to use blogs as a medium of self-expression. Should you identify yourself as an employee of City to discuss business related matters on our personal weblog or site, some readers may view you as a City representative or spokesperson. Communications made in digital media and social networking may also be regulated in Section 19 above.

Digital media and technology for the purposes of this policy is defined as all photographs, audio, and video recordings of any type and format.

The purpose of this policy is to provide employees with clear guidelines when participating on personal social networking websites, web pages or other types of social media. It is not the City's intent to deter or prohibit employees from participating accessing or posting to these sites, but to make sure an employee's personal activities do not infringe upon the integrity, effectiveness, or security of the City's operations, other employees or the citizens, and otherwise preserve and protects the professional interests of the City. Employees must remember that their conduct both on and off duty is held to a higher standard and that we are often viewed as "ambassadors of the City" even when outside the workplace; this includes their conduct in relation to social media and networking sites. Many of the standards provided below simply restate other policies found elsewhere in this Policy, only applied in the context of social media and social networking.

The City Supports employee's rights to engage in personal interest based activities but reminds employees to exercise good judgement by safeguarding themselves accordingly by not participating in any conduct that is likely to have an adverse effect on their integrity as an employee of the City or the reputation of the City. Therefore, employees are responsible for all content posted on or to any social networking site or media including that of another employee once they become aware of it.

1. Social media network sites, weblogs and similar media are considered public and can be entered into evidence and used against employees in court.
2. Any material considered in violation of this policy that is located on any employee's personal social networking site or posted by employee to any social media should be removed promptly.
3. Any employee becoming aware of or having knowledge of any violation of this policy shall notify their Supervisor immediately for follow-up action.

B. City Related Social Media

No employee may create or maintain a social media account that purports or appears to be a City social media account without the permission of that employee's department director, and the City Social Media Manager, who shall be the City Manager or his designated representative.

Once the Departmental Social Media account is approved, then the following information must be provided to and approved by the City Social Media Manager.

1. The login and password information;
2. Any changes to the login and password;
3. Names of the employees authorized to maintain and obligated to report a violation on the Social Media and the name of the primary Department Moderator.

Each City of Brady social media site shall include an introductory statement which clearly specifies the purpose and topical scope of the social network site. Where possible, social networking sites should link back to the official City of Brady website for any forms, documents, and or other information.

4. All City Social Media sites shall clearly indicate they are maintained by City of Brady and shall have City of Brady contact information prominently displayed.

Employees with access to City and Departmental Social Media account login information are prohibited from sharing login information with anyone outside of the City. Social media account passwords should be changed every six months or as IT support/or personnel advise, and new passwords shall be shared promptly with the City Social Media Manager. No unauthorized and undesignated employees will post City Media, this media should only be posted by designated personnel. All employees are expected to comply with City Computer Network Policy and other security related departmental directives. Department Directors are responsible for reasonably ensuring their appointed staff follow the procedures set forth in this policy.

City of Brady Social Media content and comments shall comply with the following content-based regulations and shall not be allowed for posting absent compliance: 1. Comments on posts must be within the scope of the topic under discussion.

Comments must be civil. They must not contain malicious, offensive, threatening, profane or insulting language.

1. There shall be no references to personality of participants or individuals, or attacks. Attacks about an individual character will not be permitted.
2. Information about locating and sharing knowledge and expertise is welcomed, but within the specific discussion provided. Links to other websites or pages must be relevant to the topic and have been approved by the City Social Media Manager.
3. Advertising or promotional announcements are not permitted. Event or publication announcements are permitted only if they have direct relevance to the subject of discussion and have been approved by the City Social Media Manager.
4. There shall be no sexual content or links to sexual content.
5. There shall be no conduct or encouragement of illegal activity.

C. Retention of posted information

Department moderators must maintain accurate City related information on any Social Media sites by reviewing and updating it as necessary.

In order to ensure appropriate retention for public records, most content posted by the City departments on City Social Media sites should not be original source content (content that has not been created anywhere else, only exists on the Social Media Site), but rather a secondary copy of information that is posted either on the City website or contained in an electronic record or hard copy.

Any original content posted on a City Social Media site, that information must be copied from the site, posted into a word document, and saved in a searchable folder.

A link to the City's website, www.bradytx.us, must be included on all Social Media sites, directing users back to the City of Brady website.

Although this policy does not apply to Council members and other official or appointed volunteers, employees shall note that participating in online discussions on City Social Media sites may constitute a meeting under the Open Public Meeting act by Council members and shall not encourage or participate in such online discussions and shall report the same to the City Social Media Manager.

D. Retention of Posted information

Information posted on the City's Social Media sites is subject to the Public Records Act and associated retention schedule. Original source content on City Social Media sites must be retained for three years from the date of posting or any other State mandated timeframe.

Department Heads are responsible for ensuring retention of original source content in organized, searchable electronic file folders. The records should be retained in such a manner that entire folders can be deleted after hitting the three year mark, however shall have no right to so delete absent authorization from the City Manager.

Information posted by the City on City Social Media sites must be saved in a word document retained in a searchable folder.

All comments posted by outside users on Social Media sites including those that are inappropriate and removed by staff, must be retained. Staff must copy these posts, including the City information to which they are responding if applicable into a word document placed in a searchable folder. When staff removes inappropriate content, they need to include their name and the date and time content was removed.

Information in red is what is suggested to add. Information is from City of Arlington, City of White Oak and the City of Shoreline along with suggestions from webinar material provided by TML.

City Council

City of Brady, Texas

Agenda Action


AGENDA DATE:	12/17/2019	AGENDA ITEM	7.C.
AGENDA SUBJECT:			
Discussion, consideration, and possible action regarding executing a land lease agreement with New Cingular Wireless PCS, LLC on city property located adjacent to the N Walnut Standpipe for a communication cell tower.			
PREPARED BY:	S. Miller	DATE SUBMITTED	12/9/2019
EXHIBITS:			
Lease Agreement Document Exhibits to Lease Agreement Plan Set Tower City Property Sketch			
BUDGETARY IMPACT:			
		Required Expenditure:	\$0.00
		Amount Budgeted:	\$0.00
		Appropriation Required:	\$0.00
CITY MANAGER APPROVAL:			
SUMMARY:			
<p>Approximately one-year ago, city staff was contacted by an engineering firm, JACOBS, who representing AT&T d/b/a New Cingular Wireless PCS initiated an inquiry about siting a cellular tower next to the city's water standpipe located on N Walnut Street (see property sketch). Over the course of the remainder of 2019, both JACOBS' engineering representative and city staff exchanged numerous emails, coordinated conference calls and several times met at the proposed tower site. The culmination of these work efforts is the proposed land lease agreement, which is organized into two parts: 1) Initial Option Term and 2) Term. The Initial Option Term secures a one-year 'lock' for New Cingular Wireless PCS to initiate the development of the proposed communication tower at a lump sum payment of \$1,000.00 to City of Brady. At end of one-year, a Renewal Option Term can be activated for an additional year with notice and a lump sum payment of \$1,000.00 to City of Brady. The Term establishes the long-term lease agreement for an initial 5-year period with a five-year renewal year mark for an additional six (6) five-year Terms. The lease amount for the first five (5) year Term is \$1,350.00 per month and subsequent five-year renewal Terms increase by 5% for the monthly lease payment in five-year increments.</p>			
RECOMMENDED ACTION:			
<p>City staff recommends to City Council for their consideration of entering into a land lease agreement with New Cingular Wireless PCS, LLC for a proposed communication tower adjacent to N Walnut Standpipe.</p> <p>Mayor asks for a motion to approve the land lease agreement.</p>			



SITE NAME:
SITE NUMBER:
STRUCTURE TYPE:
FA CODE:

BRADY
DXL06372
MONOPOLE TOWER
14701041


PREPARED FOR:



at&t

AT&T MOBILITY
1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234

CONSULTANT:




8600 W BRYN MAWR
CHICAGO, IL 60631
Tel: (773) 380-3800 Fax: (773) 693-0850

SITE NAME:

BRADY

SITE NUMBER:
DXL06372

SITE ADDRESS:
2490 NORTH WALNUT STREET
BRADY, TX 76825
MCCULLOCH COUNTY



LEVEL 5
CONSULTING ENGINEERS, INC.

19315 FM 2252, STE. 301 PH: (210) 542-5911
GARDEN RIDGE, TX 78266 F-13646

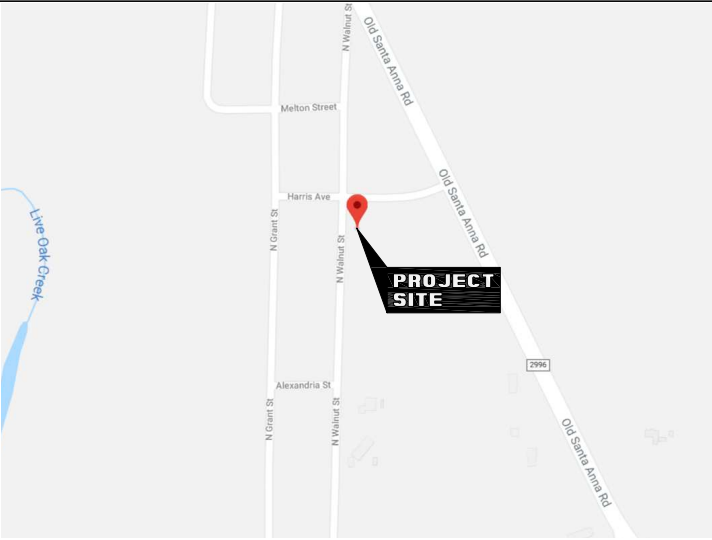
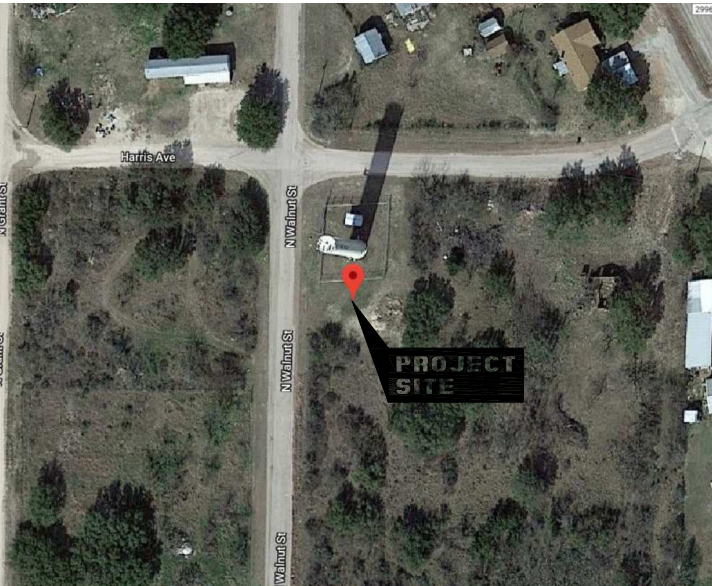

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APPROVED BY:	TH		
DATE DRAWN:	04/24/19		
REVISION			
NO	DESCRIPTION	BY	DATE
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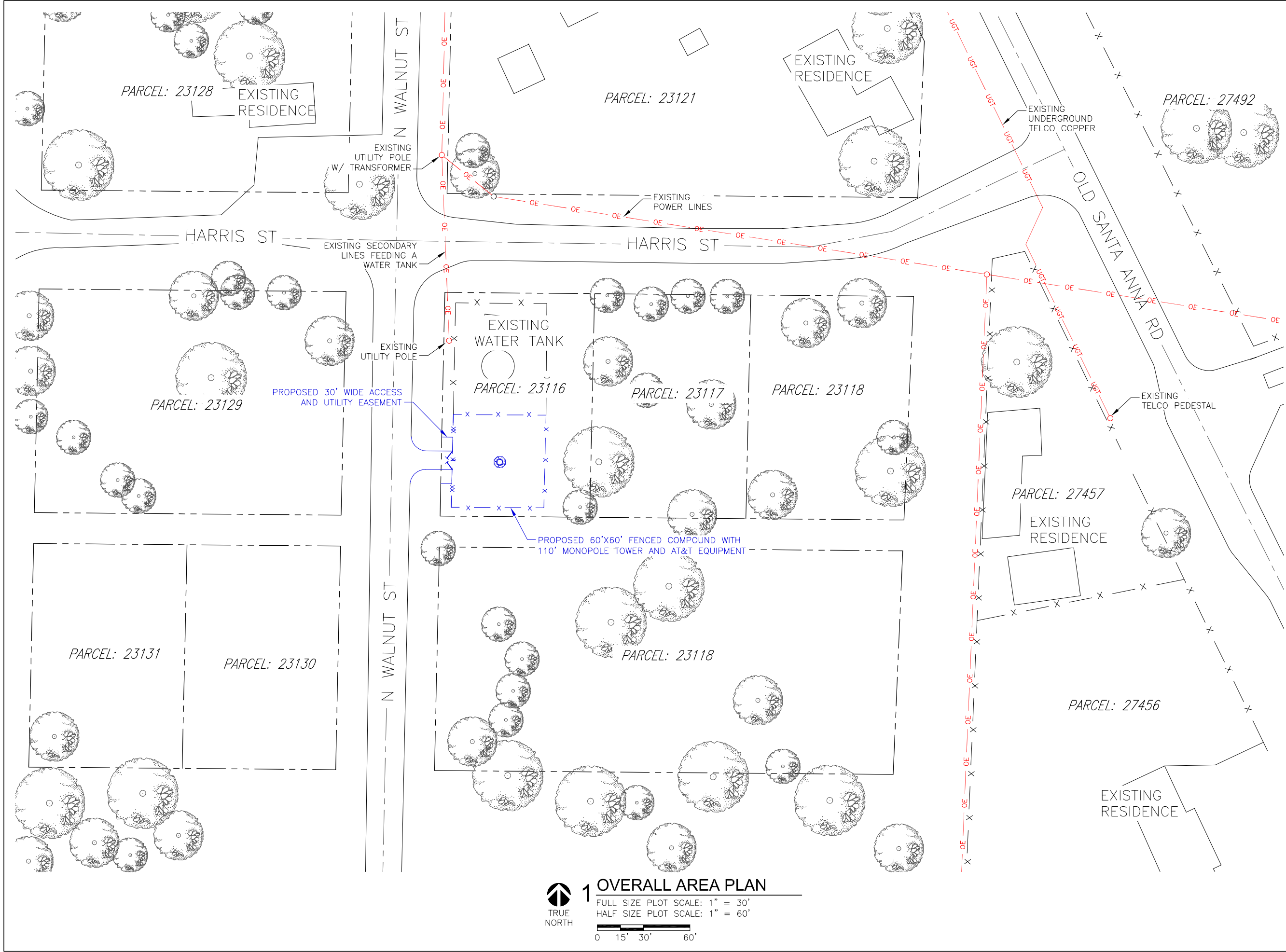
SHEET TITLE:

COVER SHEET

SHEET NUMBER:
T1.0

2019 NSB PTN: 3036A0HYS0

PROJECT INFORMATION	DRIVING DIRECTIONS	VICINITY MAP	SHEET INDEX
SITE NAME: BRADY SITE NUMBER: DXL06372 SITE ADDRESS:2490 NORTH WALNUT STREET BRADY, TX 76825 LATITUDE: 31.159362' LONGITUDE: -99.33933' GROUND ELEVATION: ±1774' AMSL JURISDICTION: CITY OF BRADY STRUCTURE TYPE: MONOPOLE TOWER	FROM AUSTIN-BERGSTROM INTERNATIONAL AIRPORT: GET ON TX-71 W IN DEL VALLE FROM HOTEL DR AND SPIRIT OF TEXAS DR / CONTINUE ON TX-71 TO BRADY / TURN LEFT ONTO FM 2996 N (SIGNS FOR FARM-TO-MARKET RD 2996) / TURN LEFT TOWARD N WALNUT ST / TURN LEFT AT THE 1ST CROSS STREET ONTO N WALNUT ST / DESTINATION WILL BE ON THE LEFT.		SITE GENERAL ARRANGEMENT PLANS T1.0 TITLE SHEET A0.0 OVERALL SITE PLAN A2.0 TOWER ELEVATION NOTE: DRAWING SCALES ARE FOR 22"X34" SHEETS UNLESS OTHERWISE NOTED.
SCOPE OF WORK	CONTACTS	AERIAL MAP	
THE WIRELESS COMMUNICATIONS FACILITY IS NOT INTENDED FOR HUMAN OCCUPANCY 1. INSTALLATION OF NEW WIRELESS COMMUNICATIONS FACILITY. 60'X60' FENCED COMPOUND WITH 110' MONOPOLE TOWER.	APPLICANT: AT&T MOBILITY 1801 VALLEY VIEW LANE FARMERS BRANCH, TX 75234 PROPERTY OWNER: KIM LENOIR PHONE: (325) 597-2152 EXT 209 EMAIL: klenoir@bradytx.us CONSULTANT: JACOBS 1700 SHERWIN AVE., DES PLAINES, IL 80016 CONTACT: CHRISTINE JOHNSON SITE DEVELOPMENT PROJECT MANAGER PHONE: 484.903.6796 EMAIL: christine.johnson@jacobs.com ARCHITECT/ENGINEER: LEVEL 5 CONSULTING ENGINEERS 19315 FM 2252, SUITE 301 GARDEN RIDGE, TX 78266 CONTACT: TONY HUEBEL PHONE: 210-542-5911 TELEPHONE COMPANY: POWER COMPANY:		
APPLICABLE CODES & STANDARDS		SITE ACCESS PROCEDURES	
<div><div><div>INTERNATIONAL BUILDING CODE, 2015 EDITION AS ADOPTED BY LOCAL JURISDICTION.</div><div>NATIONAL ELECTRICAL CODE, 2017 EDITION AS ADOPTED BY LOCAL JURISDICTION.</div><div>INTERNATIONAL MECHANICAL CODE, 2015 EDITION AS ADOPTED BY LOCAL JURISDICTION.</div><div>INTERNATIONAL ENERGY CONSERVATION CODE, 2015 EDITION AS ADOPTED BY LOCAL JURISDICTION</div></div><div><div>Know what's below. Call before you dig.</div></div></div>			



PREPARED FOR:

AT&T MOBILITY
1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234

CONSULTANT:

8600 W BRYN MAWR
CHICAGO, IL 60631
Tel: (773) 380-3800 Fax: (773) 693-0850

SITE NAME:

BRADY

SITE NUMBER:

DXL06372

SITE ADDRESS:

2490 NORTH WALNUT STREET
BRADY, TX 76825
MCCULLOCH COUNTY

19315 FM 2252, STE. 301 PH: (210) 542-5911
GARDEN RIDGE, TX 78266 F-13646

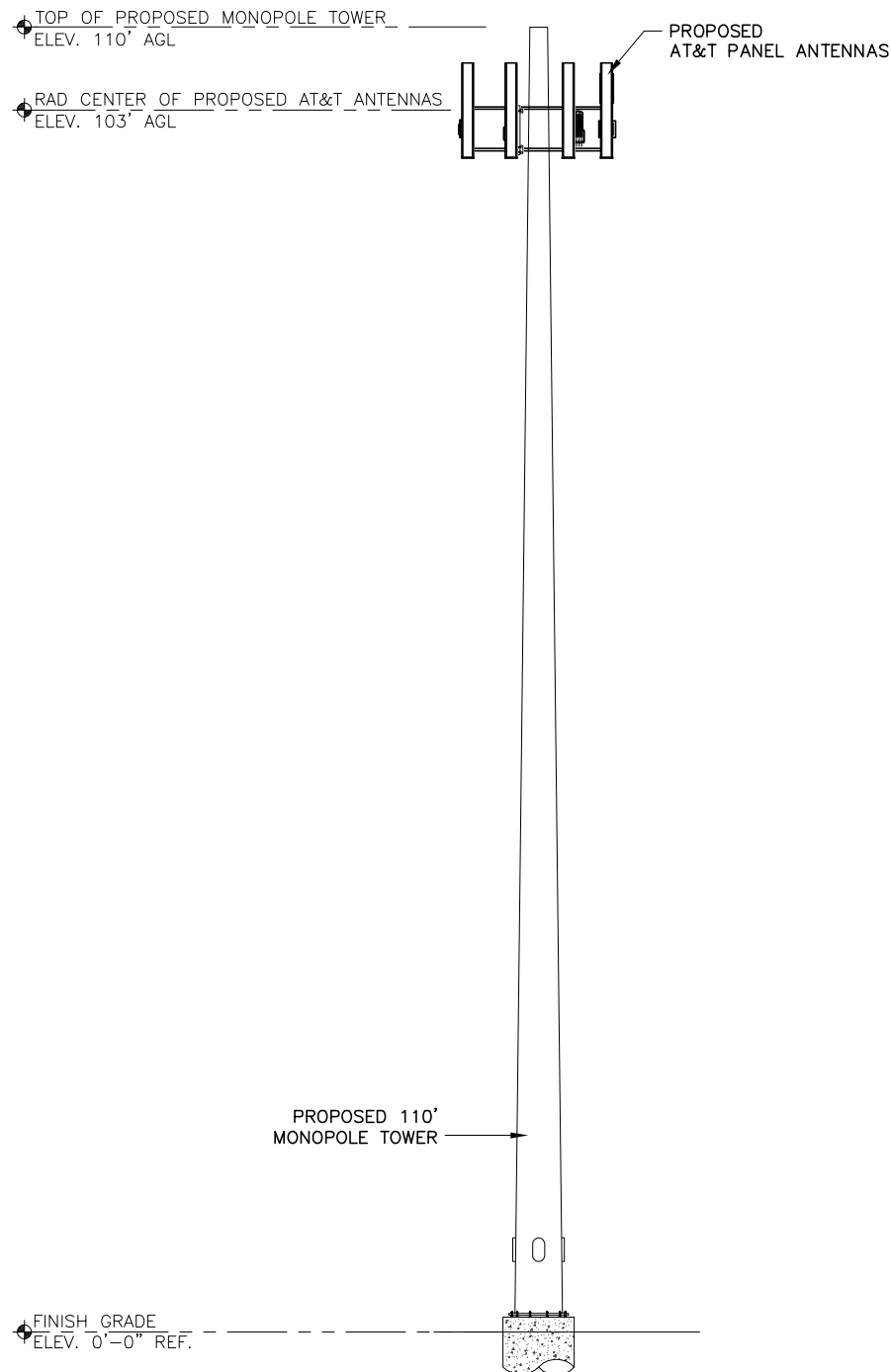
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APPROVED BY:	TH		
DATE DRAWN:	04/24/19		
REVISION			
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A	LEASE EXHIBIT	JS	04/24/19

SHEET TITLE:

OVERALL AREA PLAN

SHEET NUMBER:

A0.0



1 TOWER ELEVATION
SCALE: N.T.S.

PREPARED FOR:



at&t

AT&T MOBILITY
1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234

CONSULTANT:



8600 W BRYN MAWR
CHICAGO, IL 60631
Tel: (773) 380-3800 Fax: (773) 693-0850

SITE NAME:

BRADY

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DXL06372

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2490 NORTH WALNUT STREET
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MCCULLOCH COUNTY



19315 FM 2252, STE. 301 PH: (210) 542-5911
GARDEN RIDGE, TX 78266 F-13646

DRAWN BY:	JS
APPROVED BY:	TH
DATE DRAWN:	04/24/19

REVISION			
NO	DESCRIPTION	BY	DATE
A	LEASE EXHIBIT	JS	04/24/19

SHEET TITLE:

TOWER ELEVATION

SHEET NUMBER:

A2.0

Brady, TX - Official Website | Official

McCulloch County Appraisal District

BIS Consulting Web App

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Bing

gis.bisclient.com/mccullochcad/

BIS

Search Here:

Enter Address, Name, or ID

+

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Home

Layers

Previous

Next

(1 of 2)

Parcel Owner: BRADY CITY OF

[View More Property Information](#)

Property Information

Property ID: 23116

Legal Acreage: 0.32

GEO ID: 00000-02573-00000-000000

Legal Description: 1-2 6NORTH BRADY WATER TOWER

Tract or Lot: 1-2

Abstract Subdivision Code: NORTH BRADY

Block: 6

Neighborhood Code: 5

School District:

City Limits: BRADY

Property Location

[Zoom to](#)

23129

23116

27457

23131

23130

23118

27456

31°09'34"N 99°20'17"W

0 20 40ft

Star

Measure

Identify

Search

Layers

Full Screen

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

1:59 PM 12/7/2019

Market: Central Texas
Cell Site Number: DXL06372
Cell Site Name: DXL06372
Search Ring Name: DXL06372
Fixed Asset Number: 14701041

OPTION AND LAND LEASE AGREEMENT

THIS OPTION AND LAND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by City of Brady, Texas, a home rule municipality duly incorporated under the laws of the State of Texas, having a mailing address of P.O Box 351, Brady, TX 76825 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 2490 North Walnut Street, in the City of Brady, County of McCulloch, State of Texas (collectively, the "**Property**"). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant an exclusive option (the "**Option**") to lease a certain portion of the Property containing approximately 3,600 square feet including the air space above such ground space, as described on attached **Exhibit 1**, (the "**Premises**"), for the placement of a Communication Facility in accordance with the terms of this Agreement.

(b) During the Option Term, and during the Term, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord a one-time sum of One Thousand and No/100 Dollars (\$1,000.00) payable beginning thirty (30) business days after the Effective Date. The Option may be exercised during an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") at which term may be renewed by Tenant for an additional one (1) year (the "**Renewal Option Term**") upon written notification to Landlord and the payment of an additional one-time sum of One Thousand and No/100 Dollars (\$1,000.00) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term**."

(d) The Option may only be assigned in connection with a complete assignment of this Agreement and only on the terms as set forth in Section 16 below. Upon written consent of Landlord, and receipt by Landlord

of appropriate documentation of such sale, assignment or transfer, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, then this Agreement will terminate, and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, the Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**"), or in the event of a threatened foreclosure on any of the foregoing, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term if the Option is exercised, Landlord shall not initiate any change in the zoning of the Premises, the Property or the Surrounding Property or impose any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

IF THE OPTION IS EXERCISED THE FOLLOWING SHALL BE THE LEASE TERMS:

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure ("**Structure**"), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Property, which are not enclosed through fencing at the time this Agreement is entered into, as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Premises in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

3. **TERM.**

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for six (6) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of its intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "**Term**."

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, One Thousand Three Hundred Fifty and No/100 Dollars (\$1,350.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) Upon the commencement of each Extension Term, the monthly Rent will increase by five percent (5%) over the Rent paid during the previous five (5) year term.

(c) All charges, in addition to rent, payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals to the extent permitted under the law.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 05 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended

by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon thirty (30) days written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon thirty (30) days written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as if notice is given by Tenant under this subsection, Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. **INSURANCE.** During the Option Term and throughout the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00). Tenant's general liability insurance shall contain a provision including Landlord as an additional insured. Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

8. **INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" is defined as any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. **INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) Intentionally Omitted.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Landlord grants to Tenant actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Intentionally Omitted.

(c) Intentionally Omitted.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon thirty (30) days written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right.

Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Within one hundred twenty (120) days after the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will restore the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation nor will Tenant be required to remove from the Premises or the Property any below ground foundations or underground utilities.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for securing, installing and paying for all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Tenant recognizes that Landlord is an Electric Utility Provider which provides service to the Property. Tenant further recognizes that ordinarily it would have the option to utilize another Utility Provider for electricity, but that, as part of the consideration hereunder, it specifically waives that right and option to utilize another Utility Provider and agrees to use Landlord as its Provider for electricity, absent written notification to Tenant by Landlord of an inability to so provide.

(c) Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(d) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility,

telecommunications or similar services, with the exception of electric power, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Landlord's consent, to: (a) Tenant's Affiliate, (b) to any entity with a net worth of at least Twenty Million Dollars (\$20,000,000) or (c) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon thirty (30) days written notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant shall have the right to sublease the Premises, in whole or in part, without Landlord's consent. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: DXL06372; Cell Site Name: DXL06372/Brady (TX)
 Fixed Asset #: 14701041
 1025 Lenox Park Blvd NE, 3rd Floor
 Atlanta, Georgia 30319

With a copy to: New Cingular Wireless PCS, LLC
 Attn.: Legal Dept – Network Operations

Re: Cell Site #: DXL06372; Cell Site Name: DXL06372/Brady (TX)
Fixed Asset #: 14701041
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: City of Brady
PO BOX 351
Brady, Texas 76825

Attn: City Manager

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. **WAIVER OF LANDLORD'S LIENS.** Unless Tenant is in default under this Agreement, Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof.

21. **TAXES.**

(a) If Landlord or the Property is not tax exempt, Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises as set forth in this Section 21. Tenant's responsibility for taxes under this Section 21 shall be limited to any proportionate increase in taxes that is attributable to the value of Tenant's leasehold

improvements. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt. For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Tenant, with respect to the valuation of the Premises. The expense of any proceedings described in this Section 21(b) shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid or borne by Tenant.

(c) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(d) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17. Promptly after the Effective Date, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

(e) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or the Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder to the extent permitted by law. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed Tenant Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Unless Landlord has an arrangement pre-existing this Agreement, Landlord agrees not to sell, lease or use any areas of the Property or the Surrounding Property for the installation, operation or maintenance

of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RIGHT OF FIRST REFUSAL. To the extent permitted under the law, and notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises ("**Offer**"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, assignment or transfer shall be voidable. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 23. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein. This Section shall be valid only to the extent permitted by the laws of the State of Texas in relation to sale of property for home-rule municipalities in effect at the time of any such offer.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum of Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Intentionally Omitted.**

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and legal assigns under the terms of this Agreement.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the

Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **Intentionally Omitted.**

(o) **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Landlord and/or Tenant, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties. This section shall not apply to permit and other regulatory fees as formally adopted by the City Council of Landlord and in existence at the time this Agreement is entered into, or as otherwise required by law.

(p) **Further Acts.** Upon request, both Landlord and Tenant will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as the other party may reasonably request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

“LANDLORD”

City of Brady,
a home rule municipality duly incorporated under the
laws of the State of Texas

By: _____
Print Name: _____
Its: City Manager
Date: _____

“TENANT”

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20____, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20____ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 7

to the Option and Land Lease Agreement dated _____, 2019, by and between The City of Brady, a home rule municipality duly incorporated under the laws of the State of Texas, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Lots 1 and 2 in Block No. 6, North Brady Addition to the City of Brady, Texas, as shown upon the official plat of said Addition now in general use and of record in Volume 11, Page 5, and Volume 277 Page 743-745 Deed Records of McCulloch County, Texas.

The Premises are described and/or depicted as follows:

An approximately 3,600 square foot portion (60' x 60') of the above-described Property, along with a 30' access and utility easement thereon, which Premises and easements are described and/or depicted as follows:

See attached drawings consisting of three (3) pages including an Area Plan, and Tower Elevation.

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

07789

FILED
AT 2:30 O'CLOCK P M
VOL. 277 PG. 743

MAR 29 1996

[Signature]
COUNTY CLERK, McCULLOCH CO

THE STATE OF TEXAS

WARRANTY DEED

COUNTY OF McCULLOCH

KNOW ALL MEN BY THESE PRESENTS, that We, Carlos Salas and wife, Lydia Salas, 1401 Ave. U, #3, Hondo, Texas, 78861, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto The City of Brady, whose address is 101 East Main, Brady, McCulloch County, Texas, all of the following described real property in McCulloch County, Texas, to-wit:

Lots Numbers 1, 2, 3 and 4, in Block No. 6, NORTH BRADY ADDITION to the City of Brady, Texas, as shown upon the official plat of said Addition now in general use and of record in Volume 11, Page 5, Deed Records of McCulloch County, Texas.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, their heirs and assigns, forever; and we do hereby bind ourselves, our, heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 20th day of March 1996.

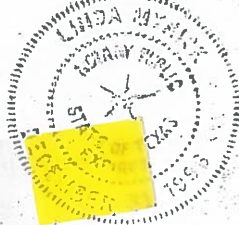
Carlos Salas
Carlos Salas

Lydia Salas
Lydia Salas

THE STATE OF TEXAS §

COUNTY OF McCulloch §

This instrument was acknowledged before me on the 29th day
of March, 1996, by Carlos Salas and wife, Lydia Salas.



Linda Myrick
Notary Public, State of Texas

CLERK'S NOTICE: ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL
AND USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID
AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS
COUNTY OF McCULLOCH

7789

I hereby certify that this instrument was FILED on the date and at
the time stamped hereon by me and was duly RECORDED in the
Official Public Records of McCulloch County, Texas, in the Volume and Page
as noted hereon by me.



Tina A. Smith
County Clerk, McCulloch County Texas

By

[Signature]

Deputy

RECORDED: April 30, 1996
OFFICIAL PUBLIC RECORDS, Volume 222, Page 743

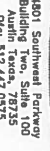


AT&T MOBILITY
1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234



LEVEL 5
CONSULTING ENGINEERS, INC.

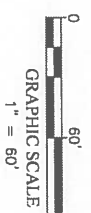
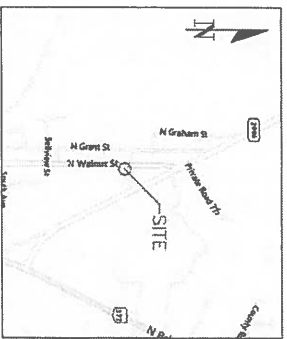
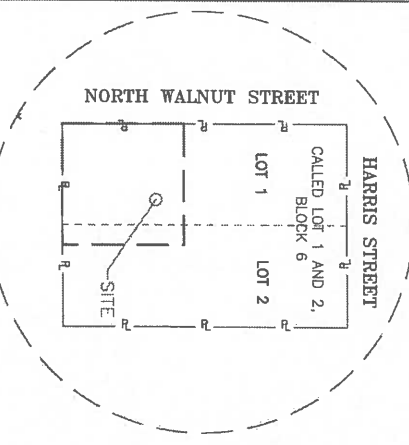
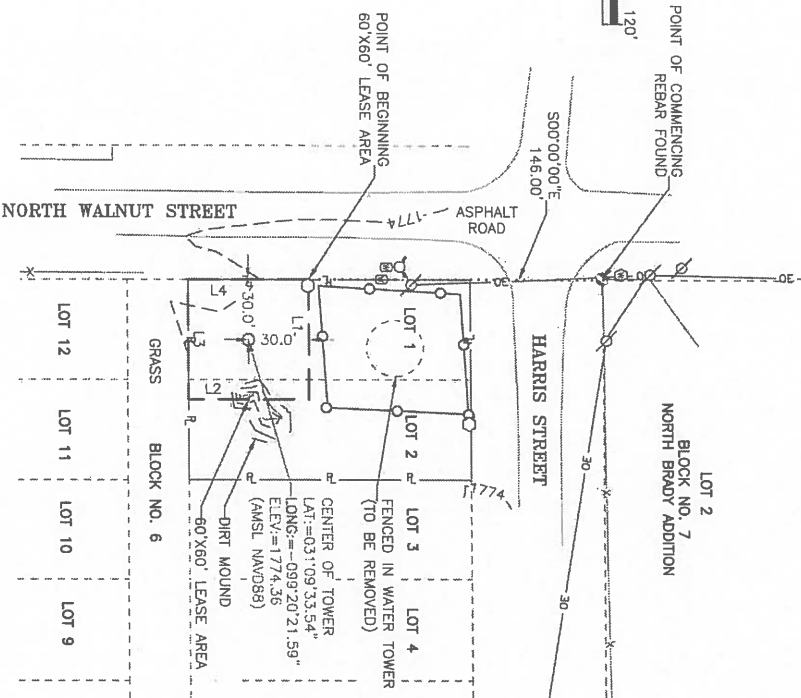
18315 FM 2252, STE. 301
GARDEN RIDGE, TX 78265
PH. (210) 542-5911
F-1364



Orig: 512.447.0070
 Fax: 512.326.3029
 email: info@sam.biz

[illegible]

LINE TABLE		
LINE	BEARING	LENGTH
L1	N90°00'00"E	60.00'
L2	S00°00'00"E	60.00'
L3	N90°00'00"W	60.00'
L4	N00°00'00"E	60.00'



LEGEND

- TOWER LOCATION
 ○ FENCE POST FOUND (AS NOTED)
 (M) WATER VALVE
 (H) WATER METER
 P WATER HYDRANT
 ○ IRON ROD SET (AS NOTED)
 ○ UTILITY POLE
 X REBAR FOUND
 X PARCEL LIMITS
 X 60'-60' LEASE AREA (AS NOTED)
 X OVERHEAD ELECTRIC LINE
 X FENCE
 X APPROXIMATE RIGHT OF WAY
 X FLYTILE
 X EDGE OF ASPHALT

CALLED LOTS 1 AND 2, BLOCK NO. 6,
 NORTH BRADY ADDITION
 VOL. 11, PG. 5
 OFFICIAL PUBLIC RECORDS, MCCULLOCH
 COUNTY, TEXAS

**LOTS 1 AND 2, BLOCK NO. 6,
CARL KAISER SURVEY,
ABSTRACT NO. 859**



David J. Evans
LINCOLN A. GLENN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5214
STATE OF TEXAS

PREPARED FOR:



AT&T MOBILITY
6000 LAS COLINAS BLVD
IRVING, TX 75039

CONSULTANT:



8620 W BORN HAMP
CHICAGO, IL 60631
Tel: (773) 390-3800 Fax: (773) 693-0850

SITE NAME:

DXL06372

SITE NUMBER:

DXL06372

SITE ADDRESS:
2490 NORTH WALNUT STREET
BRADY, TX 76825
MCCLINTOCK COUNTY

11/1/2019



CONSULTING ENGINEERS, INC.
19315 FM 2252, STE. 301
GARLAND, TX 75042
PH: (214) 543-5911
F: 13846

DRAWN BY: LC

APPROVED BY: TH

DATE DRAWN: 07/08/19

REVISION

NO DESCRIPTION

BY DATE

A ISSUED FOR REVIEW LC 07/08/19

O ISSUED FOR CONSTRUCTION MA 10/8/19

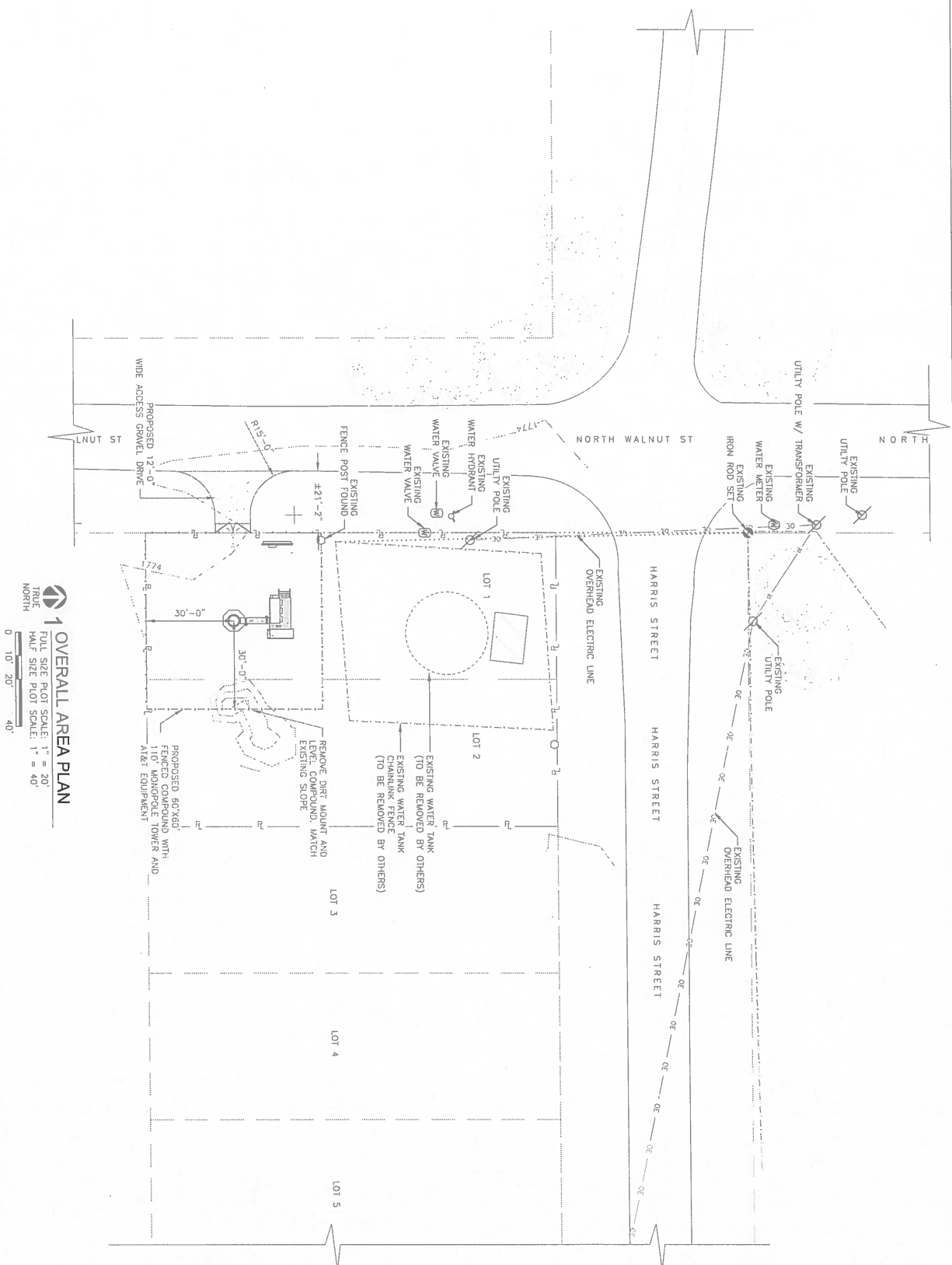
SHEET TITLE:

OVERALL AREA
PLAN

SHEET NUMBER:

A0.0

1 OVERALL AREA PLAN
FULL SIZE PLOT SCALE: 1" = 20'
HALF SIZE PLOT SCALE: 1" = 40'
NORTH
0 10 20 40





AT&T MOBILITY
6000 LAS COLINAS BLVD
IRVING, TX 75039

PREPARED FOR:

JACOBS

600 W. 80TH AVE
CHICAGO, IL 60631
Tel: (773) 380-3800 Fax: (773) 683-0850

SITE NAME:

DXL06372

SITE NUMBER:

DXL06372

SITE ADDRESS:
2490 NORTH WALNUT STREET
BRADY, TX 76825
MCULLOCH COUNTY

11/1/2019



LEVELS
CONSULTING ENGINEERS, INC.

19315 FM 2252, STE. 301
GARDEN RIDGE, TX 77566
PH: (210) 543-5911
F: 73846

DRAWN BY: LC

APPROVED BY: TH

DATE DRAWN: 07/08/19

NO DESCRIPTION

BY DATE

A. ISSUED FOR REVIEW LC 07/08/19

O. ISSUED FOR CONSTRUCTION MA 10/8/19

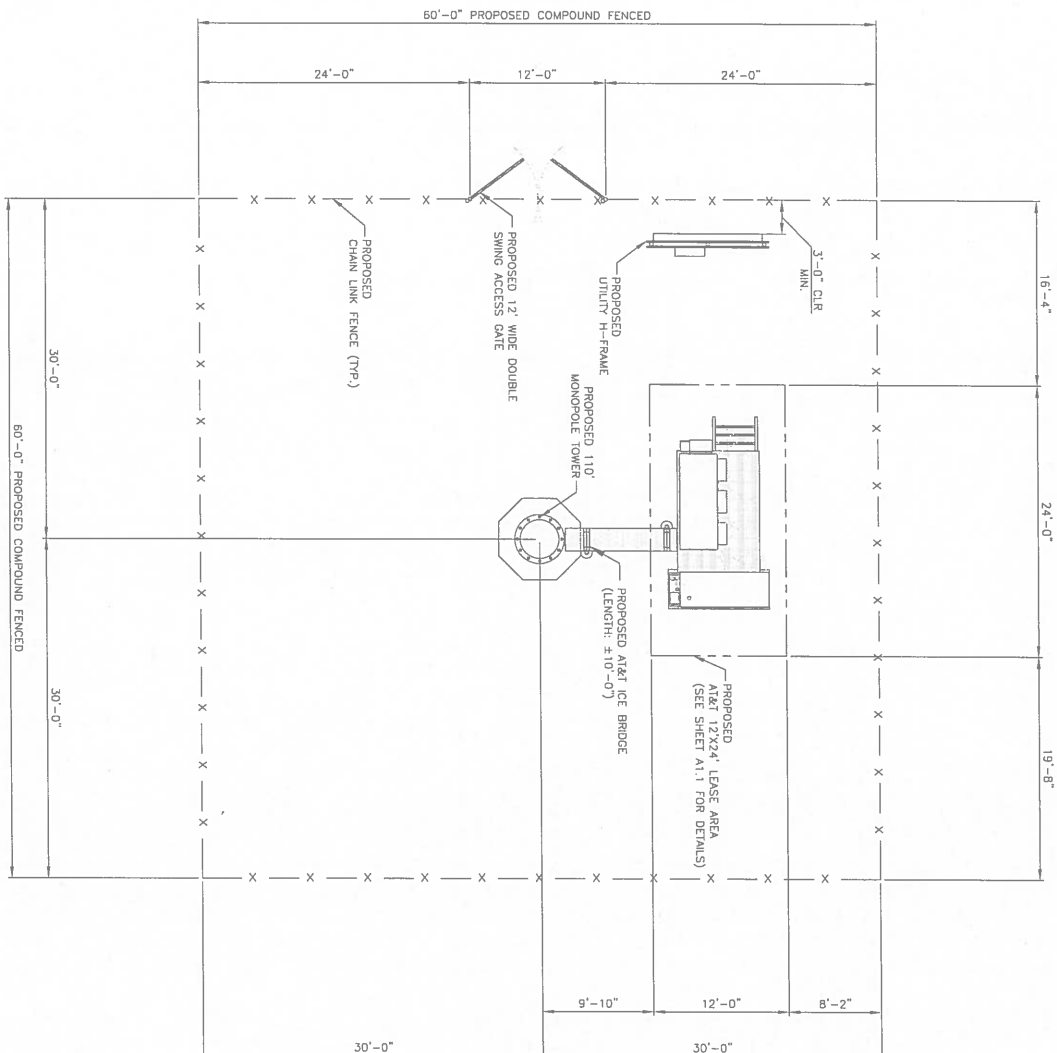
REVISION

SHEET TITLE:

PROPOSED
COMPOUND PLAN

SHEET NUMBER:

A1.0



PROPOSED COMPOUND PLAN
FULL SIZE PLOT SCALE: 3/16" = 1'-0"
HALF SIZE PLOT SCALE: 3/32" = 1'-0"
NORTH
0 4 8 16'

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

NONE

EXHIBIT 12

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

{This Letter Goes On Landlord's Letterhead}

Date: _____

Building Staff / Security Staff

Re: Authorized Access granted to AT&T Wireless and it's subcontractors

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T/New Cingular Wireless, PCS LLC permitting AT&T Wireless and it's subcontractors to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T Wireless and it's subcontractors and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T Wireless and it's subcontractors representatives may be seeking access to the property outside of normal business hours. AT&T Wireless and it's subcontractors representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 24(b)

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 2019, by and between City of Brady, a home rule municipality duly incorporated under the laws of the State of Texas, having a mailing address of PO BOX 351, Brady, Texas 76825 (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Option and Land Lease Agreement ("**Agreement**") on the ____ day of _____, 2019, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its Option, with six (6) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

City of Brady, a home rule municipality duly incorporated under the laws of the State of Texas

By: _____
Print Name: [_____]
Its: City Manager
Date: _____

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: [_____]
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20____, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20____ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1 TO MEMORANDUM OF LEASE
DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 7

to the Memorandum of Lease dated _____, 2019, by and between City of Brady, a home rule municipality duly incorporated under the laws of the State of Texas, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Lots 1 and 2 in Block No. 6, North Brady Addition to the City of Brady, Texas, as shown upon the official plat of said Addition now in general use and of record in Volume 11, Page 5, and Volume 277 Page 743-745 Deed Records of McCulloch County, Texas.

The Premises are described and/or depicted as follows:

An approximately 3,600 square foot portion (60' x 60') of the above-described Property, along with a 30' access and utility easement thereon, which Premises and easements are described and/or depicted as follows:

See attached drawings consisting of three (3) pages including an Area Plan, and Tower Elevation.

07789

AT 2:30 FILED
O'CLOCK P M
VOL. 277 PG. 743

MAR 29 1996

Shirley J. Jones
COUNTY CLERK, McCULLOCH CO

THE STATE OF TEXAS
COUNTY OF McCULLOCH

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that We, Carlos Salas and wife, Lydia Salas, 1401 Ave. U, #3, Hondo, Texas, 78861, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto The City of Brady, whose address is 101 East Main, Brady, McCulloch County, Texas, all of the following described real property in McCulloch County, Texas, to-wit:

Lots Numbers 1, 2, 3 and 4, in Block No. 6, NORTH BRADY ADDITION to the City of Brady, Texas, as shown upon the official plat of said Addition now in general use and of record in Volume 11, Page 5, Deed Records of McCulloch County, Texas.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, their heirs and assigns, forever; and we do hereby bind ourselves, our, heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 20th day of March 1996.

Carlos Salas
Carlos Salas

Lydia Salas
Lydia Salas

THE STATE OF TEXAS S

COUNTY OF McCulloch S

This instrument was acknowledged before me on the 29th day
of March, 1996, by Carlos Salas and wife, Lydia Salas.



Linda Myrick
Notary Public, State of Texas

CLERK'S NOTICE: ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL
AND USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID
AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF McCULLOCH

7789

I hereby certify that this instrument was FILED on the date and at
the time stamped hereon by me and was duly RECORDED in the
Official Public Records of McCulloch County, Texas, in the Volume and Page
as noted hereon by me.



Tina A. Smith
County Clerk, McCulloch County Texas

By

[Signature]

Deputy

RECORDED: April 30, 1996
OFFICIAL PUBLIC RECORDS, Volume 217, Page 743



AT&T MOBILITY
1801 N. BRANCH
FARMERS BRANCH, TX 75224

JACOBS



1815 FM 232, STE. 201 PH. (214) 545-5811
GARDEN RIDGE, TX 75046 F.13846

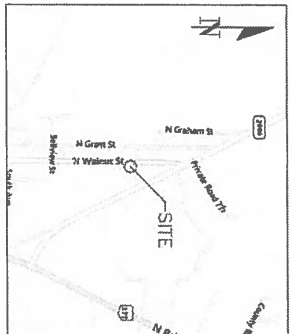


4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
Phone: 512.328.3020
Email: info@sam.biz
Texas Firm Registration No. 10064300

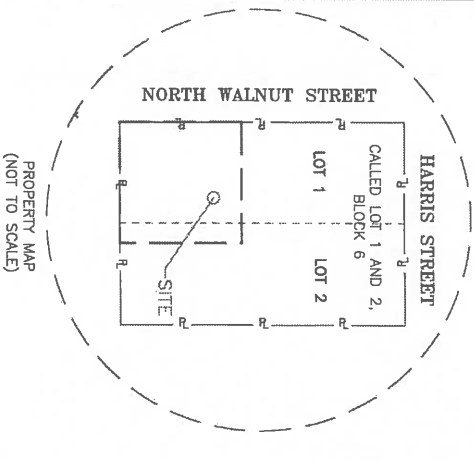
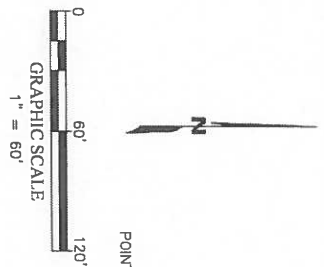
REV	DATE	DESCRIPTION	BY

SITE NUMBER	DX106372
SITE ADDRESS	2480 NORTH WALNUT STREET BROOK, TEXAS
SHEET NAME	
SITE EXHIBIT AND DESCRIPTION	
SHEET NUMBER	1 OF 2

SAM, LLC PROJECT NO. 1019049793

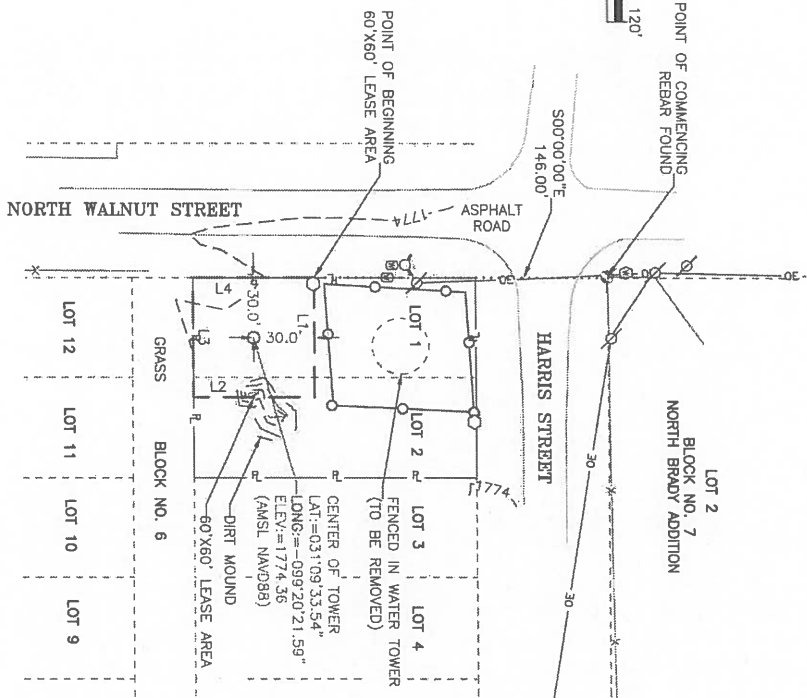


VICINITY MAP
(NOT TO SCALE)



PROPERTY MAP
(NOT TO SCALE)

- LEGEND**
- TOWER LOCATION
 - FENCE POST FOUND (AS NOTED)
 - WATER VALVE
 - WATER METER
 - WATER HYDRANT
 - IRON ROD SET (AS NOTED)
 - UTILITY POLE
 - REBAR FOUND
 - PARCEL LIMITS
 - 60'X60' LEASE AREA (AS NOTED)
 - OVERHEAD ELECTRIC LINE
 - FENCE
 - APPROXIMATE RIGHT OF WAY
 - FLYTIE
 - EDGE OF ASPHALT



LINE	BEARING	LENGTH
L1	N90°00'00"E	60.00'
L2	S00°00'00"E	60.00'
L3	N80°00'00"W	60.00'
L4	N00°00'00"E	60.00'



L. F. Glenn
L. F. GLENN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5214
STATE OF TEXAS

PREPARED FOR:



AT&T MOBILITY
6000 LAS COLINAS BLVD
IRVING, TX 75039

CONSULTANT:

JACOBS

6000 N BRN LANE
DALLAS, TX 75243
Tel: (773) 380-3800 Fax: (773) 693-0650

SITE NAME:

DXL06372

SITE NUMBER:

DXL06372

SITE ADDRESS:

2490 NORTH WALNUT STREET
BRADY, TX 76825
MCCLATCH COUNTY

11/1/2019



LEVELS
CONSULTING ENGINEERS, INC.

19315 FM 2252, STE. 201
GARDEN RIDGE, TX 75846
PH: (210) 542-5911
F: 13466

DRAWN BY: LC

APPROVED BY: TH

DATE DRAWN: 07/08/19

REVISION

NO DESCRIPTION

BY DATE

A. ISSUED FOR REVIEW LC 07/08/19

O ISSUED FOR CONSTRUCTION AA 10/08/19

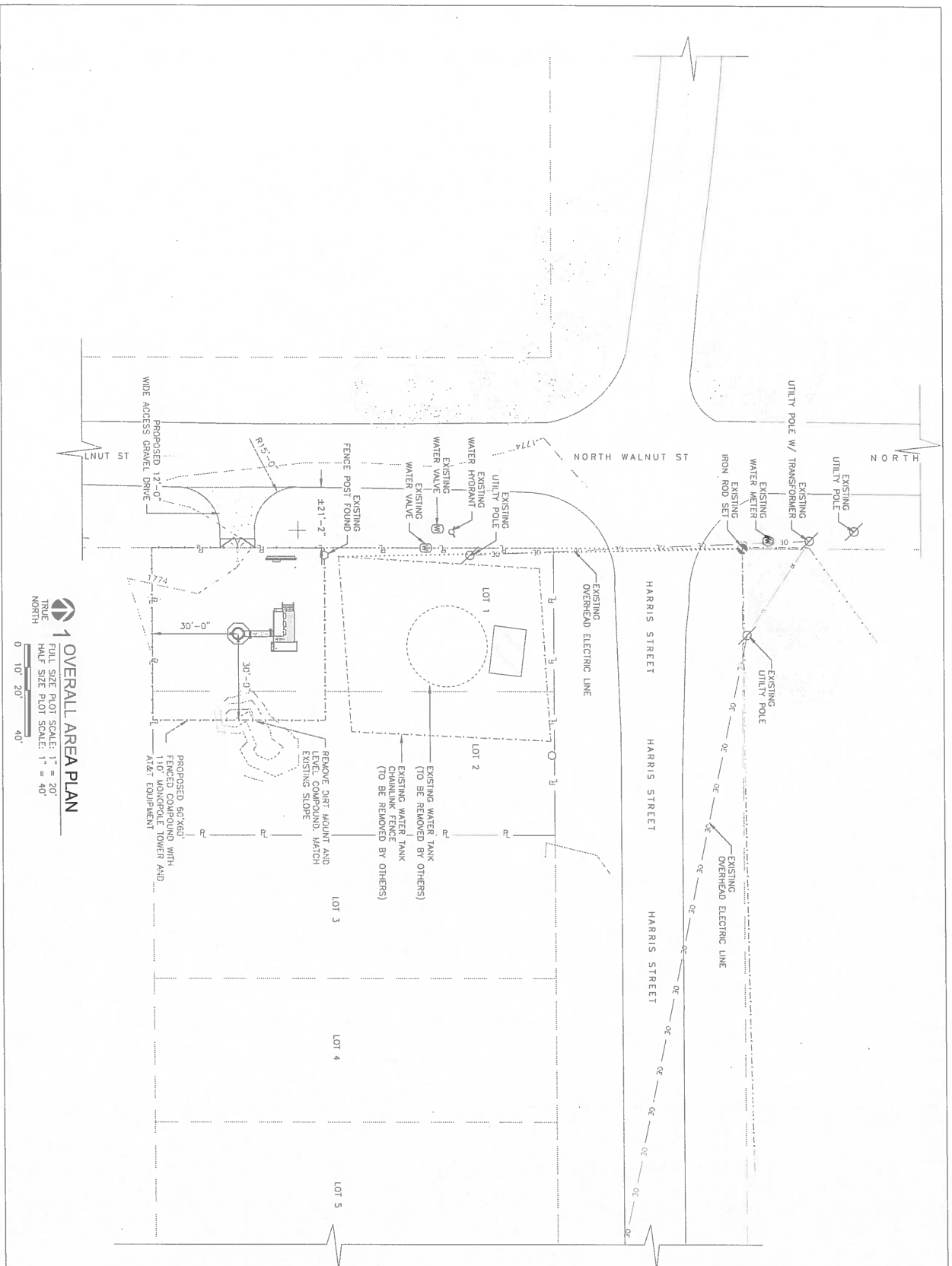
SHEET TITLE:

OVERALL AREA
PLAN

SHEET NUMBER:

A0.0

1 OVERALL AREA PLAN
FULL SIZE PLOT SCALE: 1" = 20'
TRUE NORTH
HALF SIZE PLOT SCALE: 1" = 40'
0 10' 20' 40'



PREPARED FOR:



AT&T MOBILITY
6000 LAS COLINAS BLVD
IRVING, TX 75039

CONSULTANT:



6000 W BRIN LANE
SUITE 200
IRVING, TX 75039
Tel: (773) 380-3800 Fax: (773) 663-0650

SITE NAME:

DXL06372

SITE NUMBER:

DXL06372

SITE ADDRESS:
2490 NORTH WALNUT STREET
BRADY, TX 76825
MCULLOCH COUNTY

11/1/2019



19315 FM 2352, STE. 201
GARDEN RIDGE, TX 77366
PH: (210) 542-5911
F: 13646

DRAWN BY: LC

APPROVED BY: TH

DATE DRAWN: 07/08/19

REVISION

NO DESCRIPTION BY DATE

1. ISSUED FOR RENEW LC 07/08/19

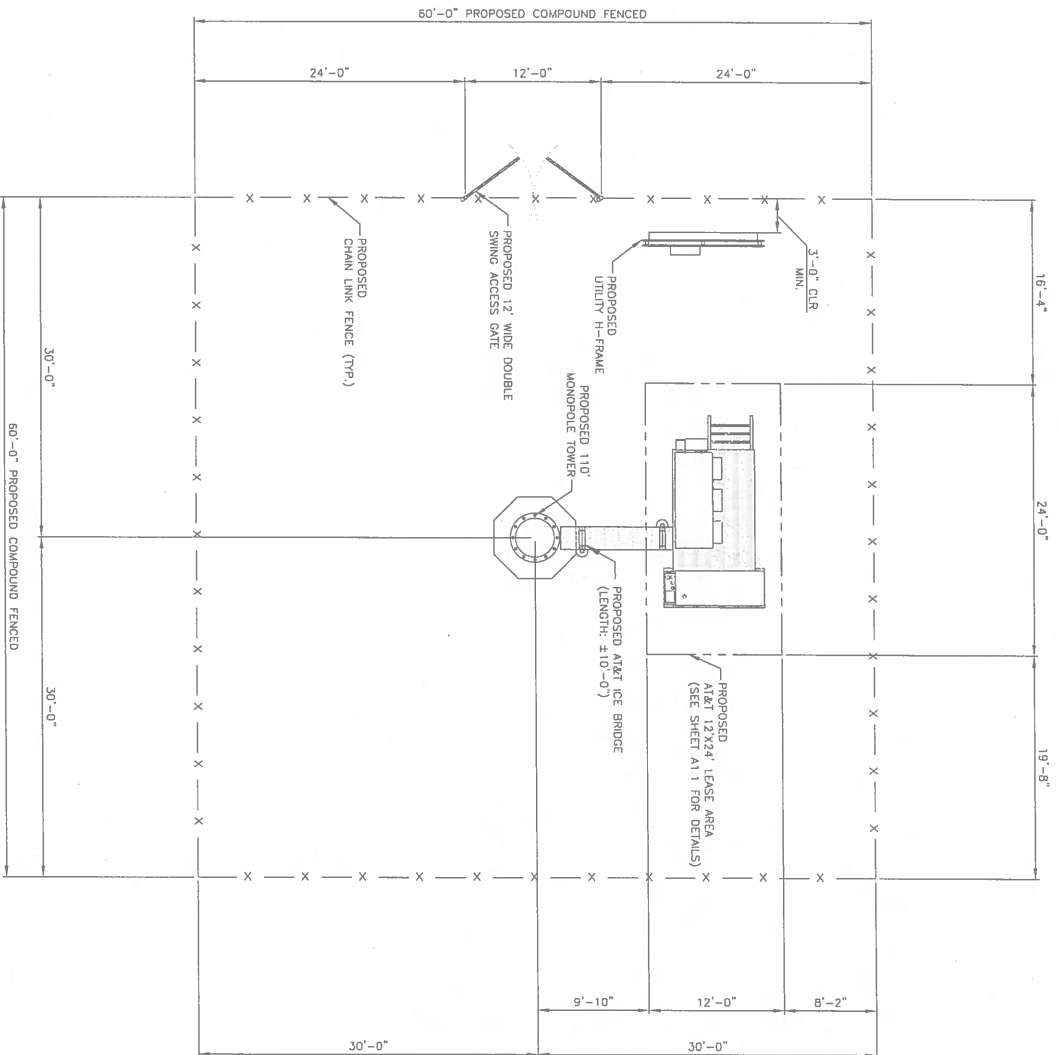
0. ISSUED FOR CONSTRUCTION AA 10/8/19

SHEET TITLE:

PROPOSED
COMPOUND PLAN

SHEET NUMBER:

A1.0



1 PROPOSED COMPOUND PLAN
FULL SIZE PLOT SCALE: 3/16" = 1'-0"
TRUE NORTH
HALF SIZE PLOT SCALE: 3/32" = 1'-0"
0 4' 8' 16'

W-9 FORM

[FOLLOWS ON NEXT PAGE]

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

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

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

City Council
City of Brady, Texas

Agenda Action Form for Ordinance

AGENDA DATE:	12/17/2019	AGENDA ITEM	7.D.
AGENDA SUBJECT:	Discussion, consideration and possible action regarding Ordinance 1287 amending Chapter 1 General Provisions, Article 1.02 Administration, Division 3 Departments, Section 1.02.062 Community Services Director to the Community Development Outreach Manager, to be passed on the first reading.		
PREPARED BY:	Tina Keys	Date Submitted:	12/12/2019
EXHIBITS:	Ordinance 1287		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			

SUMMARY:
This is a change to the original title and job description. Building Inspection and construction will be administered by the City Manager as well as plumbing inspections.

RECOMMENDED ACTION:
Mayor will ask: <u>“Madam City Secretary please read the Ordinance Preamble for the record in accordance with the City Charter.”</u> “Secretary reads preamble”
Mayor calls for a motion: Move to approve Ordinance 1287.

ORDINANCE NO. 1287

AN ORDINANCE OF THE CITY OF BRADY TEXAS AMENDING CHAPTER 1 (GENERAL PROVISIONS), ARTICLE 1.02 (ADMINISTRATION), DIVISION 3. DEPARTMENTS, SECTION 1.02.062 COMMUNITY SERVICES DEPARTMENT OF THE CODIFIED ORDINANCES OF THE CITY OF BRADY, TEXAS TO CHANGE THE COMMUNITY SERVICES DIRECTOR TO THE COMMUNITY DEVELOPMENT OUTREACH MANAGER; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 4.02 of the Brady City Charter authorizes the Council to discontinue, redesignate, or combine any of the administrative departments and/or administrative offices established by ordinance upon recommendations of the City Manager; and

WHEREAS, the City Manager recommends that the position of Community Services Director be discontinued and the Community Service Department be structured to include a new department director position of Community Development Outreach Manager.

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

Section 1. That Chapter 1, General Provisions, Article 1.02 Administration, Division 3. Departments, Section 1.02.062 Community services department be amended to read as follows (with deletions being designated through ~~strikeout~~ and additions being designated through double-underline):

“Sec. 1.02.062 Community services department

- (a) Establishment of the community services department. The city council hereby establishes the community services department.
- (b) Creation of ~~community services director~~ Community Development Outreach Manager. The city council hereby creates the position of ~~community services director~~ Community Development Outreach Manager to be the department head of the community services department.
- (c) ~~Community services director~~ Community Development Outreach Manager job duties. The city council hereby directs the city manager to establish the job duties of the ~~community services director~~ Community Development Outreach Manager and update the city’s organizational chart to reflect the community services department and ~~community services director~~ Community Development Outreach Manager.”

Section 2. Severability. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part of provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Ordinances as a whole.

Section 3. Savings. All ordinances or parts of ordinances in force when the provisions of this Ordinance become effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed, but only to the extent of any such conflict.

Section 4. Effective Date. This Ordinance shall take effect immediately from and after its passage and the publication as provided by law.

Passed and approved on the FIRST READING this ____ day of _____, 20__.

Passed and approved on the SECOND READING this ____ day of _____, 20__.

Anthony Groves, Mayor

ATTEST:

Tina Keys, City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF BRADY
MONTHLY FINANCIAL REPORT
AS OF: NOVEMBER 30TH, 2019

PAGE: 1

16.67% OF FISCAL YEAR

	CURRENT BUDGET	YEAR TO DATE ACTUAL	% TO DATE	YEAR TO DATE PRIOR YEAR
BEGINNING FUND BALANCE & NET WORKING CAPITAL	57,223,825.63	57,223,825.63		13,795,211.94
<u>REVENUES</u>				
10 -GENERAL FUND	7,760,700.00	1,178,465.66	15.19	1,131,461.22
20 -ELECTRIC FUND	7,523,040.00	1,371,728.71	18.23	1,202,590.36
30 -WATER / SEWER FUND	4,439,000.00	790,788.95	17.81	567,919.65
33 -WATER CONSTRUCTION FU	0.00	0.00	0.00	0.00
35 -WWTP CONSTRUCTION FUN	0.00	0.00	0.00	0.00
40 -GAS FUND	1,038,500.00	109,311.17	10.53	141,555.77
50 -UTILITY SUPPORT FUND	578,800.00	103,932.84	17.96	115,618.11
60 -SOLID WASTE FUND	1,362,000.00	204,011.17	14.98	195,968.40
61 -STREET SANITATION FUN	147,400.00	16,435.18	11.15	0.00
80 -SPECIAL REVENUE FUND	1,037,434.00	61,545.40	5.93	77,387.25
81 -CEMETERY FUND	45,950.00	1,367.25	2.98	97,154.01
82 -HOTEL/MOTEL FUND	180,000.00	1,711.51	0.95	129,796.49
83 -SPECIAL PURPOSE FUND	2,700.00	432.18	16.01	32,213.02
TOTAL REVENUES	24,115,524.00	3,839,730.02	15.92	3,691,664.28
<u>EXPENDITURES</u>				
10 -GENERAL FUND	8,366,186.00	1,176,455.05	14.06	1,257,276.61
20 -ELECTRIC FUND	8,217,708.00	939,377.07	11.43	1,190,910.32
30 -WATER / SEWER FUND	4,084,059.00	496,925.63	12.17	507,970.29
33 -WATER CONSTRUCTION FU	28,527,463.00	0.00	0.00	0.00
35 -WWTP CONSTRUCTION FUN	14,666,655.00	0.00	0.00	0.00
40 -GAS FUND	1,161,398.00	146,921.37	12.65	221,845.83
50 -UTILITY SUPPORT FUND	608,743.00	104,180.79	17.11	104,233.58
60 -SOLID WASTE FUND	1,548,034.00	212,638.85	13.74	212,163.18
61 -STREET SANITATION FUN	110,791.00	7,539.07	6.80	0.00
80 -SPECIAL REVENUE FUND	1,092,844.00	85,771.79	7.85	393,137.75
81 -CEMETERY FUND	79,977.00	6,993.10	8.74	9,475.05
82 -HOTEL/MOTEL FUND	244,896.00	0.00	0.00	32,977.18
83 -SPECIAL PURPOSE FUND	18,000.00	2,999.85	16.67	0.00
TOTAL EXPENDITURES	68,726,754.00	3,179,802.57	4.63	3,929,989.79
REVENUES OVER/(UNDER) EXPENDITURES	(44,611,230.00)	659,927.45		(238,325.51)
ENDING FUND BALANCE & NET WORKING CAPITAL	12,612,595.63	57,883,753.08		13,556,886.43

Fiscal Year 19-20

[illegible]

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

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

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

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

Download to Excel

Change Fiscal Year

09/30/2020

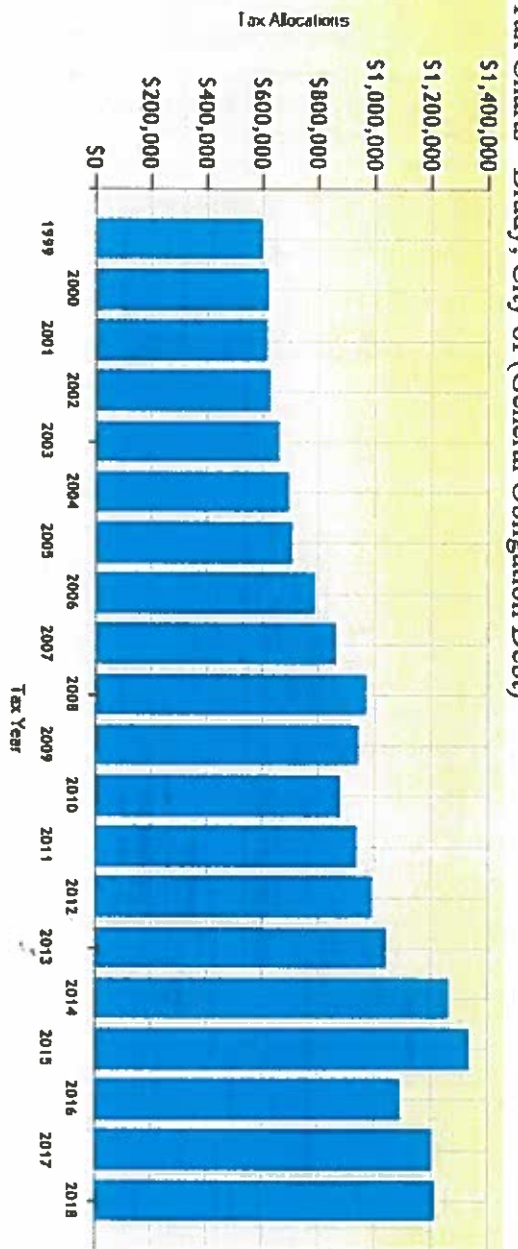


Submit

By Fiscal Year 10/01 - 09/30

Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2020	\$94,161	\$95,033	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$189,195
2019	\$108,700	\$97,871	\$99,563	\$102,849	\$102,877	\$97,257	\$96,793	\$108,828	\$94,204	\$91,085	\$99,315	\$87,187	\$1,186,530
2018	\$101,224	\$103,733	\$112,475	\$107,463	\$108,139	\$94,294	\$88,618	\$106,428	\$105,435	\$94,199	\$103,004	\$98,016	\$1,223,027
2017	\$87,306	\$91,161	\$89,413	\$100,033	\$109,289	\$86,358	\$97,988	\$101,730	\$86,536	\$97,051	\$103,953	\$100,236	\$1,151,056
2016	\$143,834	\$112,101	\$107,933	\$98,515	\$113,278	\$84,869	\$85,238	\$96,257	\$81,982	\$80,944	\$94,673	\$85,349	\$1,184,973
2015	\$113,438	\$115,026	\$128,575	\$118,282	\$127,008	\$90,659	\$99,414	\$119,166	\$107,160	\$99,436	\$107,394	\$106,966	\$1,332,523
2014	\$86,905	\$90,223	\$83,575	\$87,608	\$114,999	\$83,194	\$86,383	\$103,052	\$119,190	\$96,615	\$101,343	\$109,279	\$1,162,366
2013	\$81,575	\$84,095	\$78,857	\$88,594	\$108,399	\$69,954	\$76,038	\$92,661	\$84,448	\$82,176	\$91,353	\$87,852	\$1,026,002
2012	\$76,182	\$79,173	\$73,628	\$81,661	\$100,901	\$64,794	\$79,473	\$98,392	\$76,641	\$60,890	\$87,159	\$105,230	\$974,124
2011	\$78,998	\$93,104	\$65,476	\$83,507	\$93,953	\$70,399	\$72,121	\$61,841	\$76,174	\$71,819	\$84,522	\$71,003	\$942,918

1 2 3 4 >



TO: MAYOR AND COUNCIL

FROM: FINANCE / UTILITY DEPARTMENTS

SUBJECT: MONTHLY CUSTOMER SERVICE REPORT

DATE: November 30, 2019

[illegible]

SERVICE ORDER REPORT FY 19-20

[illegible][illegible]

November 2019 Tourism Report

Activity Summary

Mailed 50 visitors guides.

Chamber board met to discuss Hogtoberfest. Will be moving the event to April, so that the event does not fall so close to another large event. Bandera and Sabinal both hold similar events so staff and board members will travel to those those events to spread the word about Brady's event. It will also be reduced from a two day event to a single day.

Staff is contacting communities within a certain radius to rebuild our visitor guide displays.

Monthly Report - October 2019 - September 2020

Closed Oct. 14-Columbus Day	Closed Good Friday	
Closed Nov. 28 & 29 for Thanksgiving, Nov. 11 Veteran's Day	Closed Memorial Day	Closed (Labor Day)
Closed for Christmas	Closed July 4th	
Closed Jan. 1st - New Years Day		
Closed Feb.		

Closed Oct. 10 for Inservice	Closed Good Friday	
Closed Nov. 22nd & 23rd for Thanksgiving, Nov. 12 Veteran's Day	Closed Memorial Day	Closed (Labor Day)
Closed for Christmas	Closed July 4th	
Closed Jan. 1st - New Years Day		
Closed Feb.		
Closed July 4th Independence Day		***No longer serving at Helping Hands

Brady Municipal Golf Course
Monthly Report
FY 19

Item	FY 2019	FY 2020	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	August	Sept	total
Rounds	1537		74	106											
Green Fees	\$ 18,019.20		\$866.00	\$1,511.00											\$ 2,377.00
Membership Roun	3165		225	254											
Student Rounds	104		1	0											
Total Rounds	4870		300	360											
Trail Fee	74		3	3											
Trail Fee Revenue	\$ 296.50		\$12.00	\$12.00											\$ 24.00
Cart Rentals	992		61	62											
Cart Revenue	\$ 15,163.00		\$962.50	\$925.00											\$ 1,887.50
Cart Shed Rental	\$ 13,658.00		\$11,175.00	\$925.00											\$ 12,100.00
Vending Revenue	\$ 11,416.38		\$431.41	\$363.63											\$ 795.04
Memberships	306		42	22											64
Membership Fees	\$ 32,043.00		\$11,465.00	\$2,175.00											\$ 13,640.00
Driving Range	439		22	19											
Range Revenue	\$ 1,735.50		\$86.00	\$74.00											\$ 160.00
Misc.	0														
Total Revenue	\$92,331.58		\$24,997.91	\$5,985.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,983.54

None of the above figures included sales tax

\$30,983.54

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

\$0.00 variance

Item	FY 2016	FY 2017	FY 2018	FY 2019
Rounds	1462	2311	1358	1537
Green Fees	\$18,369.14	\$16,137.00	\$18,929.47	\$ 18,019.20
Membership Ro	2625	3678	2895	3165
Student Rounds	242	226	60	104
Total Rounds	4329	6215	4313	4870
Trail Fee	360	26	56	74
Trail Fee Revenue	\$208.00	\$104.00	\$217.00	\$ 296.50
Cart Rentals	943	636	829	992
Cart Revenue	\$16,670.64	\$10,017.76	\$13,293.75	\$ 15,163.00
Cart Shed Rental	\$10,714.53	\$16,165.50	\$15,567.50	\$ 13,658.00
Vending Revenue	\$16,290.04	\$15,126.94	\$12,480.39	\$ 11,416.38
Memberships	305	278	233	306
Membership Fee	\$30,321.10	\$35,825.00	\$31,090.62	\$ 32,043.00
Driving Range	298	296	433	439
Range Revenue	\$1,296.00	\$1,185.00	\$1,910.28	\$ 1,735.50
Misc.	\$16,035.37	\$31,109.30	\$10,078.70	0
Total Revenue	\$109,904.82	\$125,670.50	\$103,567.71	\$92,331.58

[illegible]

SUBJECT: MONTHLY ANIMAL CONTROL REPORT FOR NOVEMBER 2019
DATE: DECEMBER 9, 2019 - FISCAL YEAR 2019-20

[illegible]

Invoice Register - Airport																			
INVOICE	DATE	Fisrt Name	Last Name	TYPE	611.00 Rental	6.11.01 T Hangar	611.02 Hangar	815.00 REM	640.1 Tie Down	645.00 Misc	646.00 AvGas	646.01 Jet-A	647.00 Military	FET REM	TOTAL SALE	Price Per Gallon	AvGas Gallons	Jet-A Gallons	Military Jet Gallons
314123	9/27/2019	Jess	Enger	Cash			\$20.00				0	0	0	0	\$20.00				
314196	11/1/2019		Colorado By Air	Contract							0	491.342	0	0	\$491.34	3.275610		150	
314197	11/2/2019	Mel	Clark	CC							92.545	0	0	0	\$92.55	4.150000	22.3		
314198	11/3/2019	John	Brunnond	CC							35.69	0	0	0	\$35.69	4.150000	8.6		
314199	11/3/2019	Mark	Branch	CC							289.67	0	0	0	\$289.67	4.150000	69.8		
314200	11/4/2019	Chris	Hester	CC			\$140.00				0	1102.95	0	0	\$1,242.95	3.870000		285	
314201		3-227		CC							0	0	254.08229	16.786	\$270.87	3.299770			77
314202	11/4/2019	Dale	Scott	CH					0		42.33	0	0	0	\$42.33	4.150000	10.2		
314203	11/5/2019	Michelle	Blaylock	CC			\$20.00				0	0	0	0	\$20.00				
314204	11/5/2019		Blue Moon Rising	CC			\$30.00				0	0	0	0	\$30.00				
314205	11/5/2019	Stan	Amyett	CH		\$70.00					0	0	0	0	\$70.00				
314206	11/5/2019	Michael	Roy	CH		\$70.00					0	0	0	0	\$70.00				
314207	11/5/2019	Ron	Hammond	CH			\$30.00				0	0	0	0	\$30.00				
314208	11/5/2019	Dale	Scott	CH		\$70.00					0	0	0	0	\$70.00				
314209	11/5/2019	Cameron	Ramsey	CH		\$70.00					0	0	0	0	\$70.00				
314210	11/5/2019	Rick	Morgan	CH		\$70.00					0	0	0	0	\$70.00				
314211	11/5/2019	Ternnen	Merren	CH		\$140.00					0	0	0	0	\$140.00				
314212	11/5/2019	Jerry	Kruszku	CH			\$120.00				0	0	0	0	\$120.00				
314213	11/5/2019	Hector	Raudry	CH					\$50.00		0	0	0	0	\$50.00				
314214	11/5/2019	Richard	Jolliff	CH			\$70.00				0	0	0	0	\$70.00				
314215	11/5/2019	Rick	Morgan	CH		\$70.00					0	0	0	0	\$70.00				
314216	11/5/2019		Day Aircraft Refinishers	CH	\$700.00						0	0	0	0	\$700.00				
314217	11/5/2019	Stan	Amyett	CH		\$70.00					0	0	0	0	\$70.00				
314218	11/5/2019	Tom	Bowles	CH		\$70.00					0	0	0	0	\$70.00				
314219	11/5/2019	Clay	Powell	CH			\$70.00				0	0	0	0	\$70.00				
314220	11/5/2019	Stan	Kothman	CH		\$70.00					0	0	0	0	\$70.00				
314221	11/5/2019	Slade	Townsend	CH			\$70.00				0	0	0	0	\$70.00				
314222	11/5/2019	Larry	Curtis	CH	\$150.00						0	0	0	0	\$150.00				
314223	11/5/2019	Ty	Hartley	CH			\$70.00				0	0	0	0	\$70.00				
314224	11/6/2019		FAITH Jewelry	Cash			\$20.00				0	0	0	0	\$20.00				
314225	11/7/2019	Larry	Curtis	CC	\$70.00						0	0	0	0	\$70.00				
314226	11/7/2019		Teresa's Country Candles	Cash			\$20.00				0	0	0	0	\$20.00				
314227	11/7/2019	Konala	Healthcare	CC							217.045	0	0	0	\$217.05	4.150000	52.3		
314228	11/7/2019	Trisha	Hildebrand	CC			\$20.00				0	0	0	0	\$20.00				
314229	11/8/2019	Dale	Scott	Cash							20.75	0	0	0	\$20.75	4.150000	5		
314230	11/8/2019		KTWestern Crafts	CC			\$40.00				0	0	0	0	\$40.00				
314231	11/8/2019		Mary Kay	CC			\$20.00				0	0	0	0	\$20.00				
314232	11/9/2019	Ashton	Baker	Cash			\$20.00				0	0	0	0	\$20.00				
314233	11/9/2019	Dave	Nichols	CC							205.425	0	0	0	\$205.43	4.150000	49.5		
314234	11/9/2019	Richard	Jolliff	CC							81.34	0	0	0	\$81.34	4.150000	19.6		
314235	11/9/2019	Mel	Clark	CC							68.89	0	0	0	\$68.89	4.150000	16.6		
314236	11/10/2019	Mark	Branch	CC							266.845	0	0	0	\$266.85	4.150000	64.3		
314237	11/11/2019	Jeff	Smaistrila	CH			\$30.00				0	0	0	0	\$30.00				
314238	11/12/2019		Cricknet	CC			\$5.00				0	0	0	0	\$5.00				
314239	11/12/2019		Country Shack Boutique	CC			\$40.00				0	0	0	0	\$40.00				
314240	11/12/2019		1/149	CC							0	0	892.35498	59.732	\$952.09	3.256770			274
314241	11/12/2019		1-149	CC							0	0	928.17945	62.13	\$990.31	3.256770			285
314242	11/13/2019	Karl	Ritter	CH							0	38.7	0	0	\$38.70	3.870000		10	

314243	11/13/2019		Steffens	Cash				\$30.00				0	0	0	0	\$30.00			
314244	11/14/2019		Skyhorse	CC								769.5	0	0	0	\$769.50	4.050000	190	
314245	11/15/2019		Boone Aviation	CC								0	640.9	0	0	\$640.90	3.770000		170
314246	11/15/2019	Sean	Moran	CC								104.165	0	0	0	\$104.17	4.150000	25.1	
314247	11/16/2019		LuLaRoe Schuman Girls	Cash				\$30.00				0	0	0	0	\$30.00			
314248	11/16/2019	Janayman	Slas	CC								78.435	0	0	0	\$78.44	4.150000	18.9	
314249	11/16/2019	Richard	Jolliff	CC								120.35	0	0	0	\$120.35	4.150000	29	
314250	11/16/2019		Lift Tech	CC								295.48	0	0	0	\$295.48	4.150000	71.2	
314251	11/16/2019		1-149	CC								0	0	784.88157	52.538	\$837.42	3.256770		241
314252	11/18/2019	Chris	Hester	CC								0	936.54	0	0	\$936.54	3.870000		242
314253	11/18/2019	Alevandro	Cantarini	CC								203.35	0	0	0	\$203.35	4.150000	49	
314254	11/19/2019	Gonzalo	Palomino	CC								131.555	0	0	0	\$131.56	4.150000	31.7	
314255	11/19/2019	D	Perry	CC								107.07	0	0	0	\$107.07	4.150000	25.8	
314256	11/19/2019		Dunhan and Jones Atty.	CC								149.4	0	0	0	\$149.40	4.150000	36	
314257	11/21/2019		Kusa Aviation	CC								0	2073.5	0	0	\$2,073.50	3.770000		550
314258	11/21/2019		Kusa Aviation	CC								202.5	0	0	0	\$202.50	4.050000	50	
314259	11/19/2019		Dunham and Jones Atty.	CC								128.65	0	0	0	\$128.65	4.150000	31	
314260	11/21/2019		LD Services	CC								0	3777.54	0	0	\$3,777.54	3.770000		1002
314261	11/22/2019		GAMA Aviation	Contract								0	655.122	0	0	\$655.12	3.275610		200
314262	11/23/2019	Mel	Clark	CC								112.625	0	0	0	\$112.63	4.250000	26.5	
314263	11/21/2019		ATP	CC								103.335	0	0	0	\$103.34	4.150000	24.9	
314264	11/23/2019		A-2417	CC								0	0	896.16914	60.604	\$956.77	3.223630		278
314265	11/23/2019		A-2417	CC								0	0	892.94551	60.386	\$953.33	3.223630		277
314266	11/24/2019	Stan	Amyett	CC								109.56	0	0	0	\$109.56	4.150000	26.4	
314267	11/24/2019		Gama Aviation	Contract								0	589.61	0	0	\$589.61	3.275610		180
314268	11/25/2019		Exclusive Jets	Contract								0	1375.76	0	0	\$1,375.76	3.275610		420
314269	11/27/2019		Rancho Benito	CH								2393.55	0	0	0	\$2,393.55	4.050000	591	
314270	11/26/2019		Houston Inspection Services	CC								0	580.5	0	0	\$580.50	3.870000		150
314271	11/26/2019		Kord	CC								0	499.23	0	0	\$499.23	3.870000		129
314272	11/26/2019		3/227	CC								0	0	693.414	47.088	\$740.50	3.210250		216
314273	11/27/2019	John	McDonald	CC				\$80.00				83	0	0	0	\$163.00	4.150000	20	
314274	11/27/2019	Dustin	Willis	CC								0	232.2	0	0	\$232.20	3.870000		60
314275	See Dec											0	0	0	0	\$0.00			
314276	11/27/2019		302ND	CC								0	0	25389.867	1724.162	\$27,114.03	3.210250		7909
314277	See Dec																		
314278	11/30/2019	Slade	Townsend	CH								83.415	0	0	0	\$83.42	4.150000	20.1	

OPS Report - Airport

INVOICE	DATE	SE	ME	Turbine	Jet	HELO
314201						8
314202	11/4/2019	2				
314203	See Dec					
314204	11/5/2019					
314205	11/5/2019	2				
314206	11/5/2019	2				
314207	11/5/2019					
314208	11/5/2019	2				
314209	11/5/2019	2				
314210	11/5/2019	2				
314211	11/5/2019	2				
314212	11/5/2019		4			
314213	11/5/2019	2				
314214	11/5/2019	2				
314215	11/5/2019	2				
314216	11/5/2019					
314217	11/5/2019	2				
314218	11/5/2019	2				
314219	11/5/2019	2				
314220	11/5/2019	2				
314221	11/5/2019	2				
314222	11/5/2019	2				
314223	11/5/2019	2				
314224	11/6/2019					
314225	11/7/2019	2				
314226	11/7/2019					
314227	11/7/2019	2				
314228	11/7/2019					
314229	11/8/2019	2				
314230	11/8/2019					
314231	11/8/2019					
314232	11/9/2019					
314233	11/9/2019	2				
314234	11/9/2019	2				
314235	11/9/2019	2				
314236	11/10/2019	2				
314237	11/11/2019					
314238	11/12/2019					
314239	11/12/2019					
314240	11/12/2019					8
314241	11/12/2019					8
314242	11/13/2019					

314243	11/13/2019					
314244	11/14/2019					8
314245	11/15/2019			4		
314246	11/15/2019	2				
314247	11/16/2019					
314248	11/16/2019	2				
314249	11/16/2019	2				
314250	11/16/2019	2				
314251	11/16/2019					8
314252	11/18/2019			4		
314253	11/18/2019	2				
314254	11/19/2019	2				
314255	11/19/2019					
314256	11/19/2019	2				
314257	11/21/2019				4	
314258	11/21/2019	2				
314259	11/19/2019	2				
314260	11/21/2019				4	
314261	11/22/2019			4		
314262	11/23/2019	2				
314263	11/21/2019	2				
314264	11/23/2019					8
314265	11/23/2019					8
314266	11/24/2019	2				
314267	11/24/2019			4		
314268	11/25/2019				4	
314269	11/27/2019					8
314270	11/26/2019			4		
314271	11/26/2019					8
314272	11/26/2019					8
314273	11/27/2019	2				
314274	11/27/2019				4	
314275	See Dec					
314276	11/27/2019					120
314277	See Dec					
314278	11/30/2019	2				

Total Operations	76	4	20	16	200
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12/05/19

Violations

Violation	FY 16	FY 17	FY 18	FY 19	FY 20
Background Info Cases	26	13	6	0	
Building Code Violations	14	3	6	1	
Dangerous Premises	16	14	17	1	
Depositing, Dumping, Burning	12	8	5	0	
Home Occupation Violation	2	0	0	0	
Junk and Unsightly Matter	80	115	65	106	
Junked Vehicle	37	47	20	85	
Minimum Housing Standards	3	2	15	10	
Noise Prohibited, Animals			0	7	
Non-Residential Open Storage	10	11	0	0	
Obstruction of Drainageway	4	0	0	0	
Permit Required	10	2	1	2	
Pool Enclosure	1	4	1	0	
Posting Signs on Poles		0	0	0	
Posting Signs on Public Property		0	0	0	
Acc. Bldg. prohibited in front yd		0	0	0	
Refrigerators and Air Tight Containe	7	5	1	0	
Residential Open Storage	18	19	3	3	
Residential Setbacks	6	0	1	0	
Residential RVs - No Residence	8	3	1	1	
Sight Visibility	4	12	0	0	
Unsanitary Conditions	15	16	8	0	
Weeds and Vegetation	187	112	49	68	
Zoning Ord. Use Regs Violations	1	0	2	0	
Monthly Totals	461	386	201	284	

[illegible]

Cases

Open Cases at the start of month	305	0	659	611	
Complaints	209	82	65	11	
Pro-Active - Self Initiated	85	145	63	168	
Total New Cases	294	242	127	179	
Closed Cases	521	248	104	238	
Citations	0	43	19	1	
Open Cases at the end of month	78	0	683	552	

[illegible]

Utility Inspections

238	201	
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[illegible]

Chronic Code Complaints

1306 S High (Old Hospital) – Owner did not demolish the property within the 120 days given by the judge. The property is now city property, waiting to demolish property.

901 Bombay – Spoke with owner 11/20/2019 came in and obtain a permit to start repairs on the property.

Occupied Structures with No Utilities

- a) 504 E 11th
- b) 309 Irish
- c) 901 Bombay
- d) 1803 N Walnut
- e) 301 Boston
- f) 406 W Chase
- g) 1000 N Grant
- h) 205 E Pearl