CITY OF BLUE RIDGE SPECIAL SESSION AGENDA August 28, 2018, 7:00 P.M. Blue Ridge Community Center 200 W. Tilton Street

THE BLUE RIDGE CITY COUNCIL WILL MEET IN SPECIAL SESSION AT 7:00 P.M. ON TUESDAY, AUGUST 28, 2018, AT THE BLUE RIDGE COMMUNITY CENTER, LOCATED AT 200 W. TILTON, BLUE RIDGE, TEXAS WITH THE FOLLOWING ITEMS ON THE AGENDA FOR CONSIDERATION AND/OR ACTION.

- 1. Call to order, Roll Call
- 2. Prayer and Pledges of Allegiance
- 3. First Public Hearing to discuss and receive public comments regarding a request for a replat of the property currently located at 412 W FM 545, Broken Steps Addition also known as M Mowery Survey, Abstract A0557, Sheet 2, Tract 5, Tract 5-9, Tract 112 and Tract 110 containing a total of 30.038 acres to be replatted into 3 lots with Lot 1 to contain 28.888 acres, Lot 2 to contain 0.500 acres and Lot 3 to contain 0.650 acres. Currently approximately 6 acres are located within the City Limits of Blue Ridge which is zoned Single Family (R1). The remainder of the property is located within the City's Extra Territorial Jurisdiction.
- 4. Adjournment.

Certified this the 24th day of August, 2018

Lord. D. William

Rhonda Williams, Mayor

The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by the Texas Government Code including, Sections: 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues) and as authorized by the Texas Tax Code including, but not limited to, Section 321.3022 (Sales Tax Information)

This facility is wheelchair accessible. Request for accommodations or sign interpretative services must be made 48 hours prior to this meeting. Please contact the city secretary's office at 972-752-5791 for further information.

I, the undersigned authority, do hereby certify that this notice was posted in the regular posting place of the City Hall building for Blue Ridge, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted August 24, 2018 by 5:00P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.

Edie Sims, City Secretary

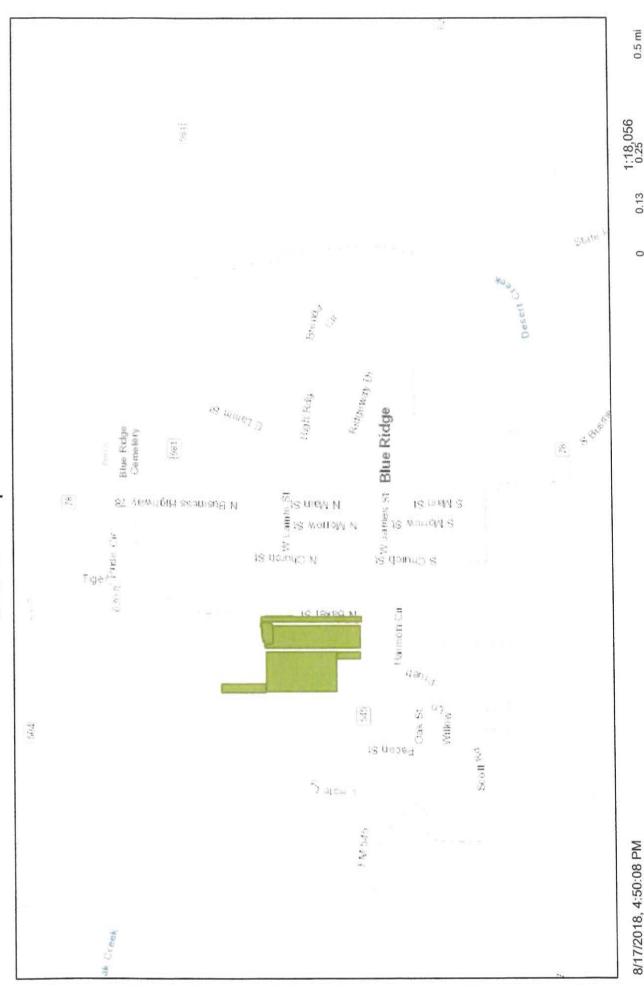
LEGAL NOTICE PUBLIC HEARING

A First Public Hearing of the City of Blue Ridge City Council for Tuesday, August 28, 2018 at 7:00pm at the Blue Ridge Community Center located at 200 W. Tilton to receive public comments and to hear the request for a replat of the property currently located at 412 W FM 545, also known as M Mowery Survey, Abstract A0557, Sheet 2, Tract 5, Tract 5-9, Tract 112 and Tract 110 containing a total of 30.038 acres to be replatted into 3 lots with Lot 1 to contain 28.888 acres, Lot 2 to contain 0.500 acres and Lot 3 to contain 0.650 acres. Currently approximately 6 acres are located within the City Limits of Blue Ridge which is zoned Single Family (R1). The remainder of the property is located within the City's Extra Territorial Jurisdiction.

This hearing is open to any interested persons. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing.

A Second Public Hearing of the City of Blue Ridge City Council for Tuesday, August 28, 2017 at 7:05pm at the Blue Ridge Community Center located at 200 W. Tilton to receive public comments and to hear the request for a replat of the property currently located at 412 W FM 545, also known as M Mowery Survey, Abstract A0557, Sheet 2, Tract 5, Tract 5-9, Tract 112 and Tract 110 containing a total of 30.038 acres to be replatted into 3 lots with Lot 1 to contain 28.888 acres, Lot 2 to contain 0.500 acres and Lot 3 to contain 0.650 acres. Currently approximately 6 acres are located within the City Limits of Blue Ridge which is zoned Single Family (R1). The remainder of the property is located within the City's Extra Territorial Jurisdiction.

This hearing is open to any interested persons. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing.



0.8 km

0.5 mi

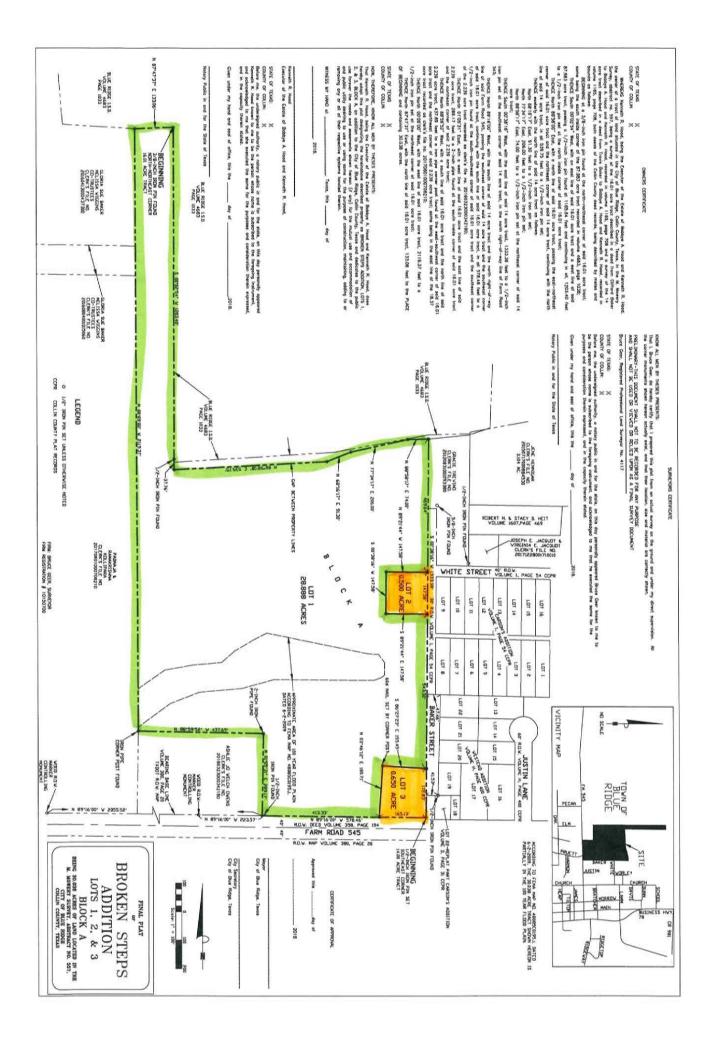
0.13

8/17/2018, 4:50:08 PM

0.2

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, ETINASA, EPA, USDA | Collin County GIS | Collin County GIS, Texas Legislative Council | This CCN spatial dataset is edited and managed in GIS by Komal Patel and Tracy Montes, the Senior CartographeryBish County GIS | Collin County GIS, Texas Legislative Council | This CCN spatial dataset is edited and managed in GIS by Komal Patel and Tracy Montes, the Senior CartographeryBish County GIS, Texas Legislative Council | This CCN spatial dataset is edited and managed in GIS by Komal Patel and Tracy Montes, the Senior CartographeryBish County GIS, Texas Legislative Council | This CCN spatial dataset is edited and managed in GIS by Komal Patel and Tracy Montes, the Senior CartographeryBish County GIS, Texas Legislative Council | This CCN spatial dataset is edited and managed in GIS by Komal Patel and Tracy Montes, the Senior CartographeryBish County GIS, Texas Legislative Council | This CCN spatial dataset is edited and managed in GIS by Komal Patel and Tracy Montes, the Senior CartographeryBish County GIS, Texas Legislative Council | This CCN spatial dataset is edited and managed in GIS by Komal Patel and Tracy Montes, the Senior CartographeryBish County GIS, Texas Legislative Council | This CCN spatial dataset is edited and managed in GIS by Montes.

Data Source: http://www.puc.texas.gov/industry/water/utilities/gis.aspx |



CITY OF BLUE RIDGE SPECIAL SESSION AGENDA August 28, 2018, 7:05 P.M. Blue Ridge Community Center 200 W. Tilton Street

THE BLUE RIDGE CITY COUNCIL WILL MEET IN SPECIAL SESSION AT 7:05 P.M. ON TUESDAY, AUGUST 28, 2018, AT THE BLUE RIDGE COMMUNITY CENTER, LOCATED AT 200 W. TILTON, BLUE RIDGE, TEXAS WITH THE FOLLOWING ITEMS ON THE AGENDA FOR CONSIDERATION AND/OR ACTION.

- 1. Call to order, Roll Call
- 2. Consider, discuss and act upon the square closure for "Saturday Night in Blue Ridge" event sponsored by the Blue Ridge Area Sports Association held September 8, 2018
- 3. Second Public Hearing to consider, discuss and act upon the request for a replat of a Final Plat known as Morris Addition, located in the Blue Ridge Original Donation, Lot 107, containing 0.923 acres to be subdivided into having 2 lots with Lot 1 to contain 0.311 acres and Lot 2 to contain 0.612 acres, also known as the current address of 305 S Morrow, Blue Ridge, Texas, and also located within the City Limits of Blue Ridge
- 4. Second Public Hearing to consider, discuss and act upon a request for a replat of the property currently located at 412 W FM 545, Broken Steps Addition also known as M Mowery Survey, Abstract A0557, Sheet 2, Tract 5, Tract 5-9, Tract 112 and Tract 110 containing a total of 30.038 acres to be replatted into 3 lots with Lot 1 to contain 28.888 acres, Lot 2 to contain 0.500 acres and Lot 3 to contain 0.650 acres. Currently approximately 6 acres are located within the City Limits of Blue Ridge which is zoned Single Family (R1). The remainder of the property is located within the City's Extra Territorial Jurisdiction.
- 5. First Public Hearing to consider and receive public comments upon a request for a replat and rezone of Final Plat known as Bowling Place, located in the Matthias Mowery Survey, Abstract A0557, Lot 8, containing 0.803 acres to be subdivided into 2 lots, also known as the current address of 404 N Business Highway 78, Blue Ridge, Texas, and also located within the City Limits of Blue Ridge and rezoning the entirety of the parcel from Single Family (R-1) to Multi-Family (R-2).
- Consider, discuss and act upon Resolution 2018-0828-001 and Resolution 2018-0828-001(a) regarding finance agreements with Government Capital Corporation for a sewer jet and trailer
- 7. Consider, discuss and act upon Resolution 2018-0828-002 declaring surplus property and use the value of said property for services
- 8. Consider, discuss and act upon a contract for animal control services for Fiscal Year 2018-2019
- 9. Second Public Hearing to receive public comment on the Proposed 2018 Property Tax Rate for the City of Blue Ridge
- 10. Consider, discuss and act upon Ordinance 2018-0828-001 amending the budget for Fiscal Year 2017-2018 for liabilities owed to the Internal Revenue Service for an

estimated \$14,119.34 for debt, penalties and interest for unpaid and/or late paid Employment Taxes dated from 2012 thru 2016

11. Citizen Participation - The public is invited to address the City Council on any topic. However, the City Council is unable to discuss or take action on any topic not listed on this agenda. There is a time limit for each speaker of three (3) minutes. Prior to the meeting, persons wishing to address the City Council must sign in with the City Secretary or designee prior to the meeting. When called upon, the person should state his or her name and address for the record, and if speaking for an organization or other group, identify the group represented. All remarks are to be addressed to the City Council as a whole and not to individual members. The presiding officer shall determine whether, or in what manner, if any response will be provided.

12. Adjournment.

Certified this the 24th day of August, 2018

and. D. Williams



The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by the Texas Government Code including, Sections: 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues) and as authorized by the Texas Tax Code including, but not limited to, Section 321.3022 (Sales Tax Information)

This facility is wheelchair accessible. Request for accommodations or sign interpretative services must be made 48 hours prior to this meeting. Please contact the city secretary's office at 972-752-5791 for further information.

I, the undersigned authority, do hereby certify that this notice was posted in the regular posting place of the City Hall building for Blue Ridge, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted August 24, 2018 by 5:00P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.

Edie Sims, City Secretary



Special Event Application

Fee: \$50.00

Today's Date: 8-8-2018
Name: Taylor David
Company/Organization: Brose
Contact Phone Number: 214101021827 Email: +aylordavid 2313@ychwa
Dates Requested: 09-8-18
Hours of Event: 12 pm - open
Event Type/Name: Saturday night in Blue Ridge
Projected Attendance: 7.7.77
Will you need the square closed off? no
Will you need road closures? yes ·no
If so, what roads will need to be closed: Brad Knows =
Will you need water service? no
Will you need electrical service?
Will you be providing Port a Pots? yesno
8-8-18
Signature
Office Use Only
Square Release Form: Drawing Provided: Council Request Form: Meeting Date:
Approved: Denied: Remarks:
Approved Defined

REQUEST TO CLOSE THE SQUARE

By signing below I give my permission to Name	RASA	
to close the Square in front of My Business on	9 8 \ 8	between the
hours of NOOD to Midnight		

	Business Name	Signature	
	Cattleman's	Kelly Sitt	D. 4 lo
	Patty's	Both Learn	building Please
1-1 10	Snapdragon	1000	building rease
C102048/30/18		Leutahuckela	,
Closer 212.11	Fielder Baker Funeral Home	BISSINE 9:21 am Terry OK	8/23/18 @ 2:34 pm
	Texas Data & Voip Security	Ramea	
	Clerkin, Sinclair, Mahfouz LLP	Aull 10 Horning	

Vacant Thee Aroma Snapdragon Clerkin, Sinclair and Mahfuoz, LLP Patty's Place Old Barber Shop Texas Data & Voip Security Cattleman's Funeral Home South Main Street City Hall Fire Department Community Center Basketball Court Park



Agenda Request

Name: Randy & Junquitta Merris Date: 6/20/18 Address: 320 S. Main St. BlueRidge Tx 75924 Phone: 972 734-6844 Cell: (Two) Agenda Request: Replat property into 2/013
Property Address: 305 S. Morrow St.
Company/ Organization:
Meeting you wish to attend: Next Available
Vill representative be present at meeting:
o you have material that will need to be handed out prior to the meeting:
understand that this a request to be placed on the requested agenda, to go before the City Council of the City of Blue Ridge. This is not a guarantee that I will be placed on the requested agenda.
Juguna 1/20/18
gnature Date

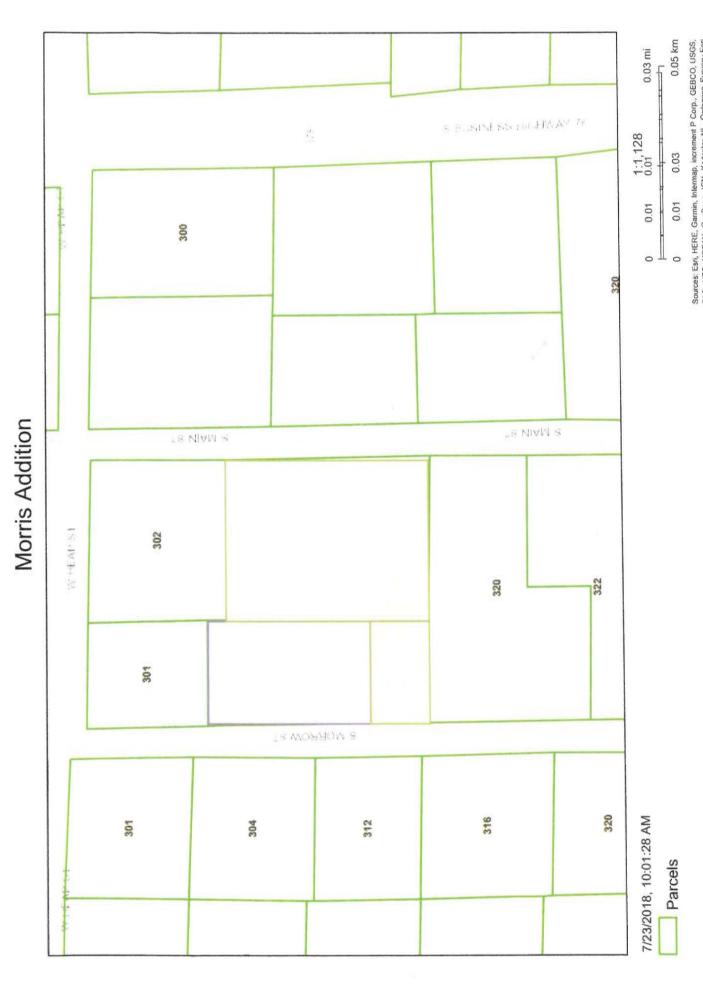
LEGAL NOTICE PUBLIC HEARING

A First Public Hearing of the City of Blue Ridge City Council for Tuesday, August 14, 2018 at 7:00pm at the Blue Ridge Community Center located at 200 W. Tilton to receive public comments and to hear the request for a replat of a Final Plat known as Morris Addition, located in the Blue Ridge Original Donation, Lot 107, containing 0.923 acres to be subdivided into having 2 lots with Lot 1 to contain 0.311 acres and Lot 2 to contain 0.612 acres, also known as the current address of 305 S Morrow, Blue Ridge, Texas, and also located within the City Limits of Blue Ridge.

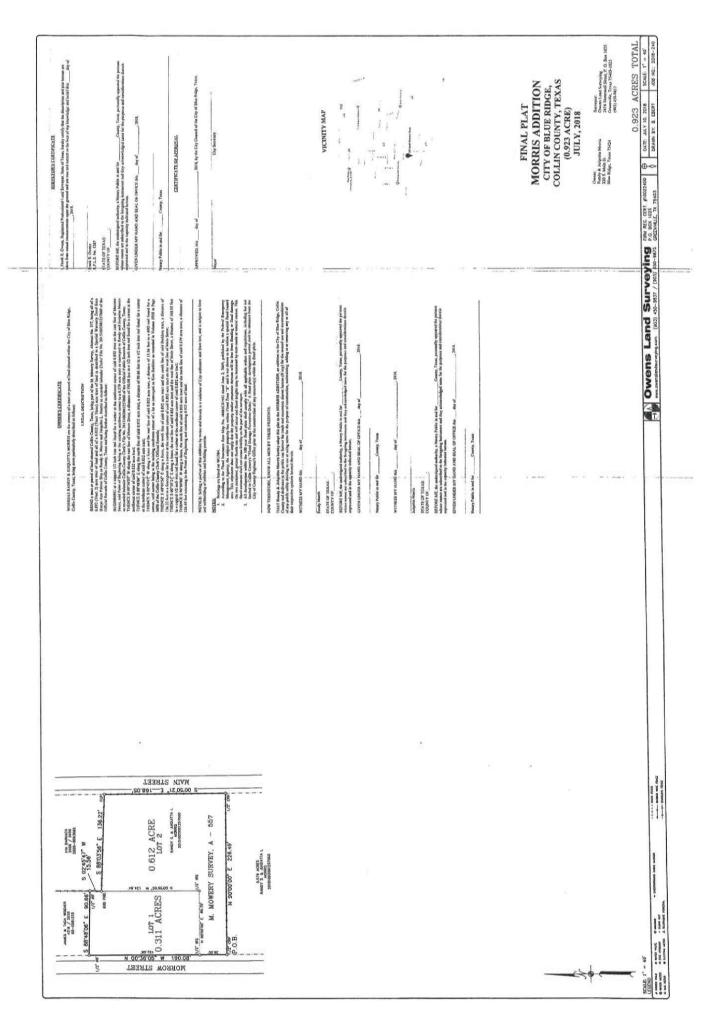
This hearing is open to any interested persons. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing.

A Second Public Hearing of the City of Blue Ridge City Council for Tuesday, August 28, 2017 at 7:05pm at the Blue Ridge Community Center located at 200 W. Tilton to receive public comments and to hear the request for a replat of a Final Plat known as Morris Addition, located in the Blue Ridge Original Donation, Lot 107, containing 0.923 acres to be subdivided into having 2 lots with Lot 1 to contain 0.311 acres and Lot 2 to contain 0.612 acres, also known as the current address of 305 S Morrow, Blue Ridge, Texas, and also located within the City Limits of Blue Ridge.

This hearing is open to any interested persons. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing.



Sources: Esri, HERE, Garmin, Interment P Corp., GEBCO, USGS, ENA, USDA | Collin County GIS, Texas Legislative Council | This CCN spatial dataset is edited and managed in GIS by Komal Patel and Tracy Montes, the Senior Cartographer-Nan-Gershams-Right-Poeths was Legislative Council | This CCN spatial dataset is edited and managed in GIS by Komal Patel and Tracy Montes, the Senior Cartographer-Nan-Gershams-Right-Poeths was Legislative Council | This CCN spatial dataset is edited and managed in GIS by Komal Patel and Tracy Montes, the Senior Cartographer-Nan-Gershams-Right-Poeths was Legislative Council | This CCN spatial dataset is edited and managed in GIS by Komal Patel and Tracy Montes, the Senior Cartographer-Nan-Gershams-Right-Poeths was Legislative Council | This CCN spatial dataset is edited and managed in GIS by Komal Patel and Tracy Montes, the Senior Cartographer-Nan-Gershams-Right-Poeths was Legislative Council | This CCN spatial dataset is edited and managed in GIS by Komal Patel and Tracy Montes, the Senior Cartographer-Nan-Gershams-Right-Poeths was Legislative Council | This CCN spatial dataset is edited and managed in GIS by Komal Patel and Tracy Montes, the Senior Cartographer-Nan-Gershams-Right-Poeths was Legislative Council | This CCN spatial dataset is edited and managed in GIS by Komal Patel and Tracy Montes an



LEGAL NOTICE PUBLIC HEARING

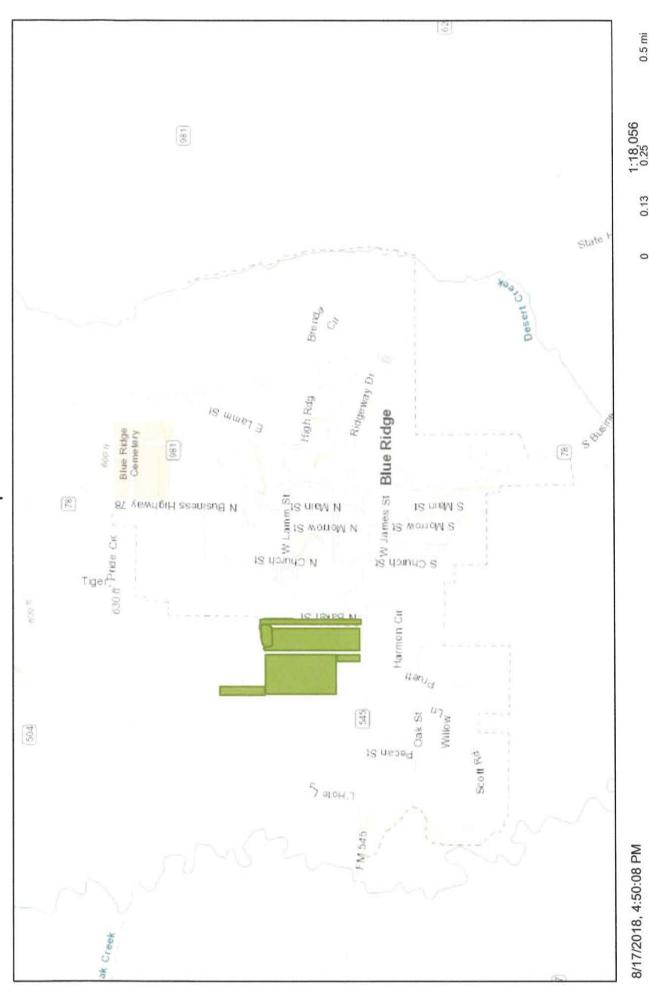
A First Public Hearing of the City of Blue Ridge City Council for Tuesday, August 28, 2018 at 7:00pm at the Blue Ridge Community Center located at 200 W. Tilton to receive public comments and to hear the request for a replat of the property currently located at 412 W FM 545, also known as M Mowery Survey, Abstract A0557, Sheet 2, Tract 5, Tract 5-9, Tract 112 and Tract 110 containing a total of 30.038 acres to be replatted into 3 lots with Lot 1 to contain 28.888 acres, Lot 2 to contain 0.500 acres and Lot 3 to contain 0.650 acres. Currently approximately 6 acres are located within the City Limits of Blue Ridge which is zoned Single Family (R1). The remainder of the property is located within the City's Extra Territorial Jurisdiction.

This hearing is open to any interested persons. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing.

A Second Public Hearing of the City of Blue Ridge City Council for Tuesday, August 28, 2017 at 7:05pm at the Blue Ridge Community Center located at 200 W. Tilton to receive public comments and to hear the request for a replat of the property currently located at 412 W FM 545, also known as M Mowery Survey, Abstract A0557, Sheet 2, Tract 5, Tract 5-9, Tract 112 and Tract 110 containing a total of 30.038 acres to be replatted into 3 lots with Lot 1 to contain 28.888 acres, Lot 2 to contain 0.500 acres and Lot 3 to contain 0.650 acres. Currently approximately 6 acres are located within the City Limits of Blue Ridge which is zoned Single Family (R1). The remainder of the property is located within the City's Extra Territorial Jurisdiction.

This hearing is open to any interested persons. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing.

Broken Steps Addition



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS. 31/NASA, EPA, USDA | Collin County GIS | Collin County GIS, Texas Legislative Council | This CCN spatial dataset is edited and managed in GIS by Komal Patel and Tracy Montes, the Senior Cartogrephershafts & County GIS | Collin County GIS, Texas Legislative Council | This CCN spatial dataset is edited and managed in GIS by Komal Patel and Tracy Montes, the Senior Cartogrephershafts & County GIS, Texas Legislative Council | This CCN spatial dataset is edited and managed in GIS by Komal Patel and Tracy Montes, the Senior Cartogrephershafts & Council County GIS, Texas Legislative Council | This CCN spatial dataset is edited and managed in GIS by Komal Patel and Tracy Montes, the Senior Cartogrephershafts & Council County GIS, Texas Legislative Council | This CCN spatial dataset is edited and managed in GIS by Komal Patel and Tracy Montes, the Senior Cartogrephershafts & Council County GIS, Texas Legislative Council | This CCN spatial dataset is edited and managed in GIS by Komal Patel and Tracy Montes, the Senior Cartogrephershafts & Council County GIS, Texas Legislative Council | This CCN spatial dataset is edited and managed in GIS by Komal Patel and Tracy Montes, the Senior Cartogrephershafts & Council Co

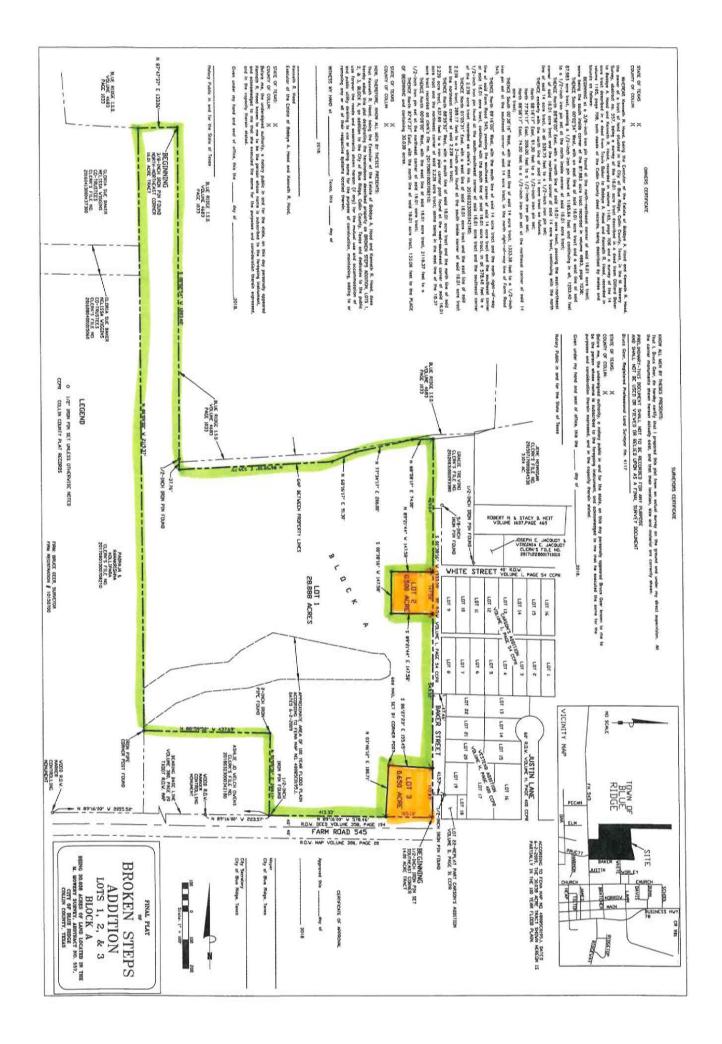
Data Source: http://www.puc.texas.gov/industry/water/utilities/gis.aspx

0.8 km

0.5 mi

0.13

0.2



LEGAL NOTICE PUBLIC HEARING

A First Public Hearing of the City of Blue Ridge City Council for Tuesday, August 28, 2018 at 7:00pm at the Blue Ridge Community Center located at 200 W. Tilton to receive public comments and to hear the request for a replat of a Final Plat known as Bowling Place, located in the Matthias Mowery Survey, Abstract A0557, Lot 8, containing 0.803 acres to be subdivided into 2 lots, also known as the current address of 404 N Business Highway 78, Blue Ridge, Texas, and also located within the City Limits of Blue Ridge and rezoning the entirety of the parcel from Single Family (R-1) to Multi-Family (R-2).

This hearing is open to any interested persons. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing.

A Second Public Hearing of the City of Blue Ridge City Council for Tuesday, September 4, 2017 at 7:00pm at the Blue Ridge Community Center located at 200 W. Tilton to receive public comments and to hear the request for a replat of a Final Plat known as Bowling Place, located in the Matthias Mowery Survey, Abstract A0557, Lot 8, containing 0.803 acres to be subdivided into 2 lots, also known as the current address of 404 N Business Highway 78, Blue Ridge, Texas, and also located within the City Limits of Blue Ridge and rezoning the entirety of the parcel from Single Family (R-1) to Multi-Family (R-2).

This hearing is open to any interested persons. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing.



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBOO, USGS, P. USGS, EPA, USDA | Collin County GIS | Collin County GIS, Texas Legislative Council | This CCN spatial dataset is edited and managed in GIS by Komal Patel and Tracy Montes, the Senior Cartographer National County GIS | Collin County GIS, Texas Legislative Council | This CCN spatial dataset is edited and managed in GIS by Komal Patel and Tracy Montes, the Senior Cartographer National County GIS, Texas Legislative Council | This CCN spatial dataset is edited and managed in GIS by Komal Patel and Tracy Montes, the Senior Cartographer National County GIS, Texas Legislative Council | This CCN spatial dataset is edited and managed in GIS by Komal Patel and Tracy Montes, the Senior Cartographer National County GIS, Texas Legislative Council | This CCN spatial dataset is edited and managed in GIS by Komal Patel and Tracy Montes, the Senior Cartographer National County GIS, Texas Legislative Council | This CCN spatial dataset is edited and managed in GIS by Komal Patel and Tracy Montes, the Senior Cartographer National County GIS, Texas Legislative Council | This CCN spatial dataset is edited and managed in GIS by Komal Patel and Tracy Montes, the Senior Cartographer National County GIS, Texas Legislative Council | This CCN spatial dataset is edited and managed in GIS by Komal Patel and Tracy Montes.

Data Source: http://www.puc.texas.gov/industry/water/utilities/gis.aspx |

0.1 km

0.05

0.03

0.06 mi

1:2,257

0.01

215

690.5

307

301

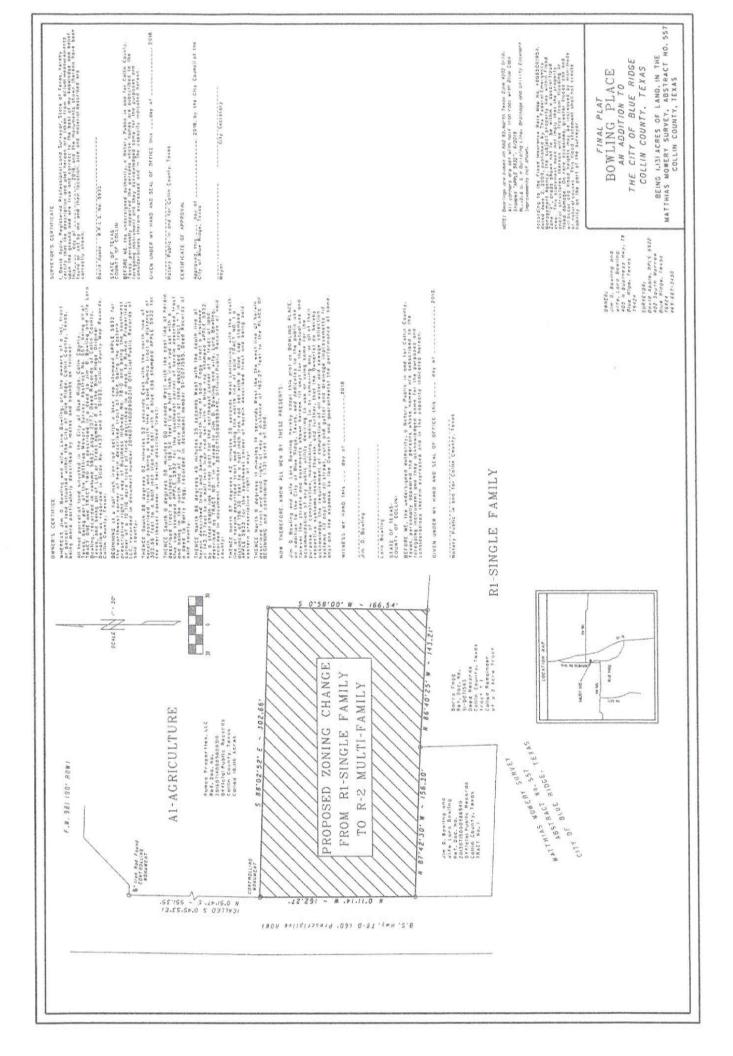
303

305

P

8/3/2018, 8:32:11 AM

Parcels



CITY OF BLUE RIDGE RESOLUTION 2018-0828-001

A RESOLUTION REGARDING A FINANCING AGREEMENT FOR THE PURPOSE OF PROCURING "TRAILER JETTER AND MISCELLANEOUS EQUIPMENT".

WHEREAS, the City of Blue Ridge desires to enter into certain Financing Agreement, by and between Government Capital Corporation and the City of Blue Ridge, for the purpose of financing a "Trailer Jetter and Miscellaneous Equipment." The City of Blue Ridge desires to designate this Agreement as a "qualified tax exempt obligation" of the City of Blue Ridge for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. The City of Blue Ridge desires to designate the Mayor, as an authorized signer of the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BLUE RIDGE:

- <u>Section 1.</u> That the City of Blue Ridge enters into a Financing Agreement with Government Capital Corporation for the purpose of procuring "Trailer Jetter and Miscellaneous Equipment".
- <u>Section 2.</u> That the Financing Agreement, by and between the City of Blue Ridge and Government Capital Corporation is designated by the City of Blue Ridge as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.
- <u>Section 3.</u> That the City of Blue Ridge designates the Mayor, as an authorized signer of the Financing Agreement, by and between the City of Blue Ridge and Government Capital Corporation.
- Section 4. That should the need arise, if applicable, the City of Blue Ridge will use loan proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

This Resolution has been PASSED and APPROVED by the Council of the City of Blue Ridge in a meeting held on the 28th day of August, 2018.

City of Blue Ridge, TX	Witness Signature
Name: Rhonda Williams	Name: Edie Sims
Title: Mayor	Title: City Secretary

City of Blue Ridge RESOLUTION 2018-0828-001(a)

A RESOLUTION REGARDING A CONTRACT FOR THE PURPOSE OF FINANCING A "SEWER JETTER".

WHEREAS, City of Blue Ridge (the "Issuer") desires to enter into that certain Finance Contract No.8332, by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing a "Sewer Jetter". The Issuer desires to designate this Finance Contract as a "qualified tax exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, BE IT RESOLVED BY CITY OF BLUE RIDGE:

Section 1. That the Issuer will enter into a Finance Contract with GCC for the purpose of financing a "Sewer Jetter".

Section 2. That the Finance Contract dated as of August 28, 2018, by and between the City of Blue Ridge and GCC is designated by the Issuer as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the Issuer appoints the Mayor or their designee, as the authorized signer of the Finance Contract Number 8332 dated as of August 28, 2018, by and between the City of Blue Ridge and GCC as well as any other ancillary exhibit, certificate, or documentation needed for the Contract.

Section 4. That should the need arise, if applicable, the City will use loan proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

PASSED AND APPROVED by the Board of the City of Blue Ridge in a meeting held on the 28th day of August, 2018.

Issuer: City of Blue Ridge	Witness Signature
Rhonda Williams, Mayor	Edie Sims, City Secretary



August 16, 2018

Ms. Edie Sims Blue Ridge City Hall (972) 752-5791 esims@blueridgecity.com

Dear Ms. Sims,

Thank you for the opportunity to present proposed financing for a trailer for the City of Blue Ridge. I am submitting for your review the following proposed structure:

ISSUER:

City of Blue Ridge, TX

FINANCING STRUCTURE:

Public Property Finance Contract issued under Local

Government Code Section 271.005

EQUIPMENT COST: ANNUAL TERM: INTEREST RATE: \$ 49,540.23 6 Payments 4.58% \$ 6,000.00

7 Payments 4.691% \$ 6,000.00

INTEREST RATE:

1st PAYMENT AMOUNT:

2nd PAYMENT AMOUNT:

SUBSEQUENT PMTS AMOUNT:

PAYMENTS BEGINNING:

can include documentation fees, legal fees, other expenses, etc.

\$ 7,500.00 \$ 11,251.46

\$ 7,500.00 \$ 9,239.26

*Note

October 2018 & annually thereafter Payment reflects a \$1,500.00 issuance cost

Government Capital is registered with Texas Ethics Commission to be HB 1295 compliant. The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. If funding does not occur within this time period, rates will be indexed to markets at such time. The above payment amount includes all applicable fees. These costs

Our finance programs are flexible and my goal is customer delight. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

Michelle Sanders

Michelle Sanders Direct: 817-722-0238 Main: 817-421-5400

Michelle.sanders@govcap.com

www.govcap.com CC: Joshua Rosser





44418 Single Axle Trailer - 4,000 PSI @ 18 GPM

Quote Date: July 30, 2018 Customer: City Of Blue Ridge, Tx. Contact: Brad Meserole - PWD

publicworks@blueridgecity.com

BuyBoard Contract #513-16 Sewer Cleaning Equipment

Due Date: 90-120 Salesman: Dale Patterson

Dale@pipehunter.com 214-356-9062

P.O. Number:

	publicworks@blueridgecity.com	P.O. Number:					
WATER TANK			-				Maria de la
9000-0055	300 Gallon High-Density Polyethylene	1		Std.		Std.	
	400 Gallon Tank 7000 LB AXLE STD		\$	1,000.00	\$		
0000-0103P	Single Filler Assembly	1		Std.		Std.	
0000-0106	25' Fill Hose w Storage Rack	1		Std.		Std.	
9000-0032P	Main Tank Water Sight Guage(1)Std			Std.		Std.	
9000-0092		20		ota.		Stu.	
	Dual Filler Assembly				\$	-	
3013-1257	Top Tank Strainer Basket				\$		-
3013-0010	Hydrant Fill Strainer			_	\$		2
9000-0118	2" Aux. Drain Valve- Street Side Rear	1	\$	250.00	\$		250.00
BAFFLEBALL	Baffle Balls						
9000-0032P	Main Tank Water Sight Guage(1)Std	1		Std.		Std.	
WATER PUMP			-			- 7.35%	11911
P 400	4,000 PSI @ 18 GPM - Giant Water Pump	1		Std.		Std.	-
9000-0040	Washdown System-43H with gun and 25ft hose	1		Std.		Std.	
9000-0059	Air Purge	1	\$	185.00	\$		185.00
Nematics (Insurance Nation)	Antifreeze Package			(0707.003)	\$		-
9000-0058	Winter recirculation (not available on Jet Eye)	1	\$	295.00	S		295.00
9000-0060	Pulsation System		-		\$		_
	Pump doghouse enclosure- aluminum				s		
9000-0061	Multi-Flow Valve	1	S	295.00	\$		295.00
9000-0026	25' Retractable Hand Gun Reel w 25' x 1/2" hose				S		
9000-0094	Degreaser Injection System. 5 gallon w 12 pump				S		
ENGINE						70775	
	TIER 4 Final Kubota Diesel 49 HP With Clutch	4		Std.		Std.	
	15 Gallon Fuel Tank	4		Std.		Std.	
9000-0048	Safety Lanyard (1)	- 1		Std.		Std.	
9000-0048	Electric Throttle Upgrade			Std.		Std.	
9000-0004	Digital Gauge Package & Tachometer Low Pressure High Temp Shutdown	- 1		Std.		Std.	
9000-0045	Engine Shroud/ Belt Guard/ Fenders - Aluminum	- 1		Std.		Std.	
9000-0043	Full Engine Enclosure w Access Doors - Aluminum			Stu.	\$	Std.	
9000-0134	Fuel Gauge - Panel Mounted			1	S	-	
	Hydraulic Pressure Gauge				\$		- 0
9000-0027	Silent Pak (Residential Muffler)				\$		
HOSE REEL	onant's at (residential manus)						TT C TO
Single Jet Hose Ree	ale				-		
9000-0133	800' x 1/2" Jet Hose Reel	1		Std.	\$		
0000 0100	1,000' x 1/2" Jet Hose Reel			Old.	S		
Articulating Reel Op							
9000-0316	Articulating Reel Option Hydraulic Powered Worm Gear	1	\$	4,200.00	e		4,200.00
Hose Reel Accessor			9	4,200.00	Ψ		4,200.00
9000-0049	Standard Level Wind	4	-	Std.		Std.	
9000-0049	Double Roller Levelwind 45 Degree	- 2	_	Stu.	•	Std.	
9000-0006	The Control of the Co		•	712.00	p e		740.00
	Manual Footage Counter	15 10 10	\$	712.00			712.00
3004-3202	Level Wind w/ Counter				9		
	Digital Footage Counter				9		
LOSE OPTIONS IN	Hose Reel Guard- per reel				Þ		-
	r foot) Minimun 400 foot jet hose with 10 foot leader- 400, 600,800 increments	40		40.00			100.00
3009-4537P	1/2" Leader hose-per foot	10	\$	10.00			100.00
4640-08-XXX	1/2" Jet Hose per foot	500	\$	2.77			1,385.00
3007-7001	Tiger Tail(1)Std 2"	1	\$	55.00			
NOTTI E ORTIONA	Hose Mender Kit Parker/Polyflow				\$		
	Std. Hose Reel Nozzles				17.14		
7600-0084	Nozzle Rack (1)	1	S	75.00			-
3007-4014-25400	15 Degree Nozzle (1)	11	\$	49.50		1000	
3007-4013-25400	30 Degree Nozzle (1)	1	\$	49.50			
3007-9000	Nozzle Skid Assy 6" (1)	1	\$	34.00	\$		-
RD0818-2	Turbo, Low-Pro, Red Dawg Nozzles						

ELECTRICAL OPTIONS

Arrowstick w Control Box & Mounting Bracket LED

.

	Light - Strobe Light w/Limb Guard LED	1	\$	325	.00	\$		325.00
9000-0011	Light - Hand Held Spot Light					5		(4)
9000-0066	Light - Hand Held Spot With Reel					S		- 21
	Light - Low Water Warning Light					\$		- 2
9000-0030P	Light - Low Water Warning Alarm					\$		
	Light - Panel Light LED	1	S	80	.00	5		80.00
	Light - Work Light-(Control panel) LED					\$		
9000-0024	Light - Work Light (Engine-Pump area) LED					s		
9000-0024	Light - Work Light (Arrowstick DS) LED					\$		
9000-0024	Light - Work Light (Arrowstick PS) LED					\$		
9000-0010	12 volt power outlet on Control Panel	1	\$	80	.00	\$		80.00
9000-0112 REMOTE CABLE P	L.E.D. Upgrade Marker and Tail Lights Only ENDANT OR WIRELESS REMOTE					S		•
	Remote Pendant System, with Emergency Kill, Electric Throttle, (add Electric						-	
9000-0002P	Throttle) Reel In/ Out 25 FT Cord					\$		-
	Wireless Remote- Electric Throttle, Emergency Kill, Reel in/out					\$		
0	PTIONS BELOW AVAILABLE FOR REMOTE PENDANT OR WIRELESS REMOTE							-
	Water Off/ON-Hydraulic actuator Pendant are Wireless					\$		12
TOOL BOX OPTION	NS (Aluminum Diamond Treadplate Construction)							
7600-0661	Locking, (Drawbar) - Aluminum 52" x 26" x 15.5"	1		Std.			Std.	-
	Locking, DS Frame Toolbox - Aluminum 48" x 12" x 12" Side Mount					\$		
	Locking, DS Fender Toolbox - Aluminum 36" x 9" x 12"					\$		
3004-7022 ACCESSORIES	Rubber Decking EA. BOX	1	\$	15	0.00	\$		150.00
ACCEDODITIES	Garden Hose Reel 150' Capacity w/ 150' Industrial garden hose	 			-	\$	-	
3007-8001	Hydrant Wrench					\$		
3008-0511	Manhole Hook					\$	-	_
3000-0011	- Paramana	 -	-			9	_	
9000-0127	Lateral Reel Cart200' Cap, with 150' x 1/2" jet hose,ball valve, button nozzle w mounting brkt					\$		
	Manhole - Lower Shoe W (4) 6' FIBERGLASS POLE SET					\$		- 2
8401-1401	Manhole - Upper Roller Aluminum					\$		
7600-0278	Traffic Cone Rack - Deck Mount					\$		
7600-0278	Traffic Cone Rack - Reel Deck Mount					\$		
MANUALS			-					
3023-0002	PipeHunter Operator's Manual (1) CD	1	\$	1	0.00	\$		-
26-OMRG33324	Engine Operator's Manual (1) CD	1	\$	7	5.00	\$		
FRAME & AXLE								
	6" Frame	1		Std.			Std.	-
	Single 6000 LB Axle W/Electric Brakes 2 5/16 Hitch 3 positions	1		Std.			Std.	
	Single 7000 LB Axle W/Electric Brakes 2 5/16 Hitch 3 positions STD W 400							
	DOT LIGHTING PACKAGE	1		Std.			Std.	
3007-2012	Pintle Hitch			100000000000000000000000000000000000000		\$		
9000-0139	Hydraulic Brakes (Single Axle Trailer)					\$		
	Tandem Axles dual 3500 LB					\$		
LINER OPTION	Linguistic Control (Control Control Co	-						
and the first of t	PipeHunter Speed Liner Frame & Reel			Std.			Std.	-

Color: BLACK

9000-0050(001) ~9000-0039(200) ~ 9000-0053(250) ~ 9000-0056(450) 9000-0052(600)

Quoted By: TB 05-18

Exceeds BuyBoard Contract Discount "Good Customer ATD" 7.50%

Sales Tax % Miles @ \$2.50

Ship Method:

Subtotal: \$ 49,540.23 Sales Tax: \$ Freight: \$ Fees & Misc.: Total: \$ 49,540.23

Total Options: \$
Base Price: \$
Sub Total: \$

ATD Total: \$

8,057.00 45,500.00

53,557.00

4,016.78

Notes:

PH PRICING 01-18 th

Signing this quote confirms that you have verified the specifications and agree with the final costs. Any specification changes made after verification may after costs. It is the dealer/customer's responsibility to ensure that the equipment ordered meets specifications and/or quotations.

Terms: MUNI NET 30 PRIVATE 20% DOWN BALANCE COD

PUBLIC PROPERTY FINANCE ACT CONTRACT

THIS Public Property Finance Act Contract No.8332 (hereafter referred to as the "Finance Contract") is dated as of August 28, 2018, by and between Government Capital Corporation, a Texas corporation (herein referred to as "GCC"), and the City of Blue Ridge, a political sub-division or agency of the State of Texas (hereinafter referred to as the "Issuer").

WITNESSETH: In furtherance of the providing by GCC of financing to the Issuer in connection with the Issuer's acquisition from Pipe Hunter that is more fully described on EXHIBIT A attached hereto (the "Property"), and in consideration of the mutual covenants and conditions hereinafter set forth, pursuant to the provisions of the Public Property Finance Act, Chapter 271, Subchapter A, Texas Local Government Code, as amended (the "Act"), the parties agree as follows:

1. Term and Payments. The Issuer hereby covenants and agrees to pay to the order of GCC and GCC's successors and assigns those principal and interest installment amounts in those sums set forth on EXHIBIT B attached hereto (the "Payments") on or before those dates per installment that are more fully set forth on EXHIBIT B (the "Payment Dates"). It is acknowledged and understood that GCC may assign its rights hereunder to a third party and that notice of said assignment shall be provided to the Issuer and that the Issuer, thereafter, shall look to and consider said assignee as the party to whom all of the Issuer's duties hereunder are owed. The obligation of the Issuer to make the Payments shall not be subject to set-off, counterclaim, or recoupment to the extent permitted by law. The interest is calculated on the basis of a 30/360-day year on the unpaid principal amounts from the Schedule Date of the EXHIBIT B.

2. Security, Levy of Taxes, Budgeting.

- During the term of this Finance Contract, the Issuer covenants that prior to adopting a budget for any ensuing fiscal year it shall place in its proposed budget for such ensuing fiscal year an amount necessary to pay the Finance Contract Payments for such ensuing fiscal year, and that the final budget for each fiscal year shall set aside and appropriate out of Ad Valorem Taxes and other revenues and funds lawfully available therefore an amount sufficient to pay the Finance Contract Payments. The Issuer hereby agrees to assess and collect, a continuing direct annual Ad Valorem Tax on all taxable property within the boundaries of the Issuer, within the limitations prescribed by law, at a rate from year to year sufficient together with such other revenues and funds lawfully available to the Issuer for the payment of the Payments, to provide funds each year to pay the Payments, full allowance being made for delinquencies and costs of collection. Such taxes and such revenues and funds in an amount sufficient to make the Payments are pledged to GCC and GCC's successors and assigns for such purpose as the same shall become due and payable under this Finance Contract.
- (b) The Issuer waives all rights of set-off, recoupment, counterclaim and abatement against GCC and GCC's successors and assigns with respect to the amounts due under this Finance Contract, and the Issuer's obligation to pay amounts due under this Finance Contract is absolute and unconditional and not subject to set-off, recoupment, counterclaim or abatement for any reason whatsoever.

3. Deposit into the Payment Fund.

- (a) Upon this Finance Contract taking effect the Issuer shall establish a Payment Fund, which shall be maintained by the Issuer as long as any Payments are unpaid. The Issuer hereby pledges the Payment Fund for the exclusive purpose of securing the Payments and shall apply the funds therein to the payment of Payments as such payments come due.
- (b) Each year in which Payments come due, the Issuer shall, not later than the day preceding any such due date, deposit into the Payment Fund, from the Issuer's Ad Valorem taxes or other lawfully available funds (within the limits prescribed by law) an amount sufficient to make such payment. To the extent permitted by law, the Issuer hereby pledges its Ad Valorem tax as security for this obligation. To the extent required by the Texas Constitution, the Issuer agrees during each year of the term of this Finance Contract to assess and collect annually a sufficient sum to pay the greater of (1) interest on the debt created by this Finance Contract and a sinking fund of at least two percent of the principal amount of such debt, or (2) the payments required by Exhibit B attached hereto.
- (c) The Payment Fund shall be depleted at least once a year except for a carryover amount not to exceed one twelfth (1/12) of the amount of the Payments expected to come due in the following year.
- 4. Taxes. The Issuer agrees to directly pay all taxes, insurance and other costs of every nature associated with its ownership of the Property.
 - 5. The Issuer's Covenants and Representations. The Issuer covenants and represents as follows:
- (a) The Issuer has full power and authority to enter into this Finance Contract which has been duly authorized, executed, and delivered by the Issuer and is a valid and binding obligation enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Finance Contract have been, or will be, complied with in a timely manner;
 - (b) All Payments hereunder for the current fiscal period have been duly authorized and will be paid when due;
- (c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to this Finance Contract;
- (d) The information supplied and statements made by the Issuer in any financial statement or current budget prior to or contemporaneously with this Finance Contract are true and correct;
- **(e)** The Issuer has complied or will comply with all bidding/proposal laws applicable to this transaction and the purchase of the Property.
- (f) No contract, rental agreement, lease-purchase agreement, payment agreement or contract for purchase under the Act to which the Issuer has been a party at any time during the past ten (10) years has been terminated by the Issuer as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which the Issuer has issued during the past ten (10) years.
 - (g) The Issuer will pay the Payments due by check, wire transfer, or ACH only.



1

- **6. Use and Licenses.** The Issuer shall pay and discharge all operating and other expenses of every nature associated with its use of the Property. The Issuer shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property.
- **7. Maintenance.** The Issuer agrees to be solely responsible for all maintenance and operating costs of every nature associated with its ownership of the Property and the Issuer acknowledges that GCC or GCC's successors or assigns shall have no responsibility for the payment of any such costs.

8. Damage to or Destruction of Property. The Issuer shall bear the entire risk of loss, damage, theft, or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction, or other event shall release the Issuer from the obligation to pay the full amount of the payments or from any other obligation under this Finance Contract.

- 9. No Warranty. EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE PROPERTY MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE PROPERTY, IF ANY, ALL OF WHICH ARE HEREBY ASSIGNED TO THE ISSUER, GCC HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER. All such risks shall be borne by the Issuer without in any way excusing it from its obligations under this Finance Contract, and GCC shall not be liable for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by the Issuer, at its sole expense, upon prior written notice to GCC. GCC or its assigns may, but shall have no obligation whatsoever to, participate in a claim on any warranty. Any recovery under such a warranty shall be made payable jointly to both parties.
 - 10. Evidence of Indebtedness and Security Agreement.
- (a) An executed copy of this Finance Contract shall evidence the indebtedness of the Issuer as provided herein and shall constitute a security agreement pursuant to applicable law, with GCC, its successors or assigns as the secured party. The grants, lien, pledge and security interest of GCC, its successors or assigns created herein shall become effective immediately upon and from the Delivery Date, and the same shall be continuously effective for so long as any Finance Contract Payments are outstanding.
- **(b)** A fully executed copy of this Finance Contract and the proceedings authorizing same shall be kept at all times and shall be filed and recorded as a security agreement among the permanent records of the Issuer. Such records shall be open for inspection to any member of the general public and to any individual, firm, corporation, governmental entity or other person proposing to do or doing business with, or having or asserting claims against the Issuer, at all times during regular business hours.
- (c) If, in the opinion of counsel to the Issuer or to GCC, its successors or assigns, applicable law ever requires filings additional to the filing pursuant to subsection (b) of this section in order to preserve and protect the priority of the grants, assignments, lien, pledge and security interest of GCC, its successors or assigns created herein as to all Payments, then the Issuer shall diligently and regularly make such filings to the extent required by law to accomplish such result.
 - 11. Default and Remedies.
- (a) Each of the following occurrences or events for the purpose of this Finance Contract is hereby declared to be an Event of Default:
 - (1) the failure to make payment of the Payment when the same becomes due and payable; or
- default in the performance or observance of any other covenant agreement or obligation of the Issuer, which default materially, adversely affects the rights of GCC or its successors or assigns, including, but not limited to, its prospect or ability to be repaid in accordance with this Finance Contract, and the continuation thereof for a period of 20 days after notice of such default is given by GCC or any successors or assigns of GCC to the Issuer.
 - (b) Remedies for Default.
- (1) Upon the happening of any Event of Default, then and in every case GCC or its successors or assigns, or an authorized representative thereof, including, but not limited to, an attorney or trustee therefore, may proceed against the Issuer for the purpose of protecting and enforcing the rights of GCC or its successors or assigns under this Finance Contract, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of GCC or its successors or assigns or any combination of such remedies; provided that none of such parties shall have any right to declare the balance of the Finance Contract Payments to be immediately due and payable as a remedy because of the occurrence of an Event of Default.
- (2) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy, and no delay or omission to exercise any right or power occurring upon any Event of Default shall impair any such right or power or be construed to be a waiver thereof and all such rights and powers may be exercised as often as may be deemed expedient.
 - (c) Remedies Not Exclusive.
- (1) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under this Finance Contract or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Finance Contract, the right to accelerate the debt evidenced by this Finance Contract shall not be available as a remedy because of the occurrence of an Event of Default.
- **12. Assignment.** Without GCC's prior written consent, the Issuer will not either (a) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Finance Contract or the Property or any interest in this Finance Contract or the Property; or (b) sublet or lend the Property or permit it to be used by anyone other than the Issuer or the Issuer's employees and other authorized users. GCC may assign its rights, title and interest in and to this Finance Contract, and any other documents executed with respect to this Finance Contract and/or grant or assign a security interest in this Finance Contract, in whole or in part. Such successors and assigns of GCC shall have the right to further grant or assign a security interest in this Finance Contract, as well as the rights to Payments hereunder, in whole or in part, to any third party. No assignment or reassignment of GCC's rights, title or interest in this Finance Contract shall be effective with regard to the Issuer unless and until the Issuer shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. The Issuer shall maintain written records of any assignments of the Finance Contract.

- 13. Personal Property. The Property is and shall at all times be and remain personal property, and will not be considered a fixture to any real property.
- 14. GCC's Right to Perform for The Issuer. If the Issuer fails to make any payment or perform or comply with any of its covenants or obligations hereunder, GCC or GCC's successors or assigns may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of the Issuer, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by GCC or GCC's successors or assigns in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate under the State of Texas law, shall be payable by the Issuer upon demand.
- 15. Interest on Default. If the Issuer fails to pay any Payment specified herein within twenty (20) days after the due date thereof, the Issuer shall pay to GCC or any successor or assigns of GCC, interest on such delinquent payment at the highest rate allowed by Texas law.
- **16. Notices.** Any notices to be given or to be served upon any party hereto in connection with this Finance Contract must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after mailing. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Finance Contract or at such other address as either party may hereafter designate.

17. Prepayment.

- (a) The Issuer shall have the right, at its option, to prepay the Finance Act Contract in whole, on any payment date which has an amount shown in the "Early Redemption Value" column of Exhibit B attached hereto. "N/A" shall mean not prepayable. The Issuer shall not have the right to prepay the Finance Contract in part at any time.
- **(b)** As condition precedent to the Issuer's right to make, and GCC's obligation to accept, any such prepayment, GCC shall have actually received notice at least thirty (30) days in advance of the Issuer's intent to exercise its option to prepay.
- 18. Continuing Disclosure. Specifically and without limitation, the Issuer agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of the Issuer's authorized agents. If the Issuer has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

19. Tax Exemption.

- (a) The Issuer certifies that it does not reasonably anticipate more than \$10,000,000 of "tax-exempt obligations", including this Finance Contract will be issued by it and any subordinate entities during the 2018 calendar year. Further, the Issuer designates this Finance Contract as "qualified tax exempt obligations" under Section 265 (b) 3 of the Internal Revenue Code of 1986, as amended (the "Code") eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.
- (b) The Issuer hereby represents and covenants that the proceeds of this Finance Contract are needed at this time to provide funds for the Issuer's purchase of the property for which this Finance Contract was executed and delivered, as specified in this Finance Contract; that (i) final disbursement of the proceeds of this Finance Contract will occur within three years from the Delivery Date, (ii) substantial binding obligations to expend at least five (5) percent of the net proceeds will be incurred within six months after the Delivery Date and (iii) the acquisition of such property will proceed with due diligence to completion; and that, except for the Escrow Agreement, if applicable, and the Payment Fund, no other funds or accounts have been or will be established or pledged to the payment of this Finance Contract.
- (c) The Issuer will not directly or indirectly take any action or omit to take any action, which action or omission would cause the Finance Contract to constitute a "private activity bond" within the meaning of Section 141(a) of the Code.
- (d) The Issuer will not take any action or fail to take any action with respect to the investment of the proceeds of this Finance Contract or any other funds of the Issuer, including amounts received from the investment of any of the foregoing, that would cause this Finance Contract to be an "arbitrage bond" within the meaning of such section 148 of the Code.
- (e) There are no other obligations of the Issuer which are sold at substantially the same time as the Finance Contract, sold pursuant to the same plan of financing with the Finance Contract and are reasonably expected to be paid from substantially the same source of funds as the Finance Contract.
- (f) The Issuer will not take any action, or as the case may be, knowingly omit to take any action within its control that, if taken or omitted, as the case may be, would cause the Finance Contract to be treated as "federally guaranteed" obligations for purposes of Section 149(b) of the Code.
- The Issuer will take all necessary steps to comply with the requirement that certain amounts earned by the Issuer on the investment of the "gross proceeds" of the Finance Contract (within the meaning of Section 148(f)(6)(B) of the Code), if any, be rebated to the federal government. Specifically, the Issuer will (i) maintain records regarding the investment of the gross proceeds of the Finance Contract as may be required to calculate and substantiate the amount earned on the investment of the gross proceeds of the Finance Contract and retain such records for at least six years after the day on which the last outstanding Finance Contract is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, including any specified method of accounting required by applicable regulations to be used for all or a portion of the gross proceeds, (iii) calculate, at such times as are required by applicable regulations, the amount earned from the investment of the gross proceeds of the Finance Contract and (iv) timely pay all amounts required to be rebated to the federal government. In addition, the Issuer will correct any errors within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, including interest thereon and penalty, if any, as may be necessary or appropriate to assure that interest on the Finance Contract is not includable in the gross income for federal income tax purposes.
- (h) The Issuer will timely file with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Finance Contract on such form and in such place as the Secretary may prescribe. Notwithstanding any other provision of this Finance Contract, the Issuer's obligation under the covenants and provisions of this Section 19 shall survive the defeasance and discharge of this Finance Contract.

20. Miscellaneous.

- (a) Time is of the essence. No covenant or obligations hereunder to be performed by the Issuer are waived, except by the written consent of GCC or its successors or assigns. GCC's or its successors or assigns' rights hereunder are cumulative and not alternative.
 - (b) This Finance Contract shall be construed in accordance with, and governed by the state of Texas laws.
- (c) This Finance Contract constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both GCC and the Issuer.
- (d) Any term or provision of this Finance Contract found to be prohibited by law or unenforceable shall not affect the legality the remainder of this Finance Contract.
- (e) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever appropriate.
- (f) The captions set forth herein are for convenience of reference only, and shall not define or limit any of the terms or provisions hereof.
- (g) Issuer agrees to equitably adjust the payments payable under this Finance Contract if there is a determination by the IRS that the interest payable pursuant to this Finance Contract (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make GCC and its assigns whole.
- **(h)** Except as otherwise provided, this Finance Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Finance Contract.
- (i) GCC shall comply with the requirements of Chapter 2270 of the Texas Government Code as it pertains to
- this Contract.
- (j) THIS CONTRACT IS EVIDENCE OF A PRIVATELY PLACED BANK LOAN, IS NOT IN REGISTERED FORM, AND MAY NOT BE TRANSFERRED TO BEARER. TRANSFERS OF THIS CONTRACT ARE NOT REGISTERED ON BOOKS MAINTAINED FOR THAT PURPOSE BY THE ISSUER.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Finan	nce Contract as of theday of	in the year 2018
Government Capital Corporation		
Authorized Signature 345 Miron Dr. Southlake, TX 76092	Witness Signature Print Name Print Title	
The Issuer: City of Blue Ridge		
Rhonda Williams, Mayor 200 S. Main Blue Ridge, TX 75424	Witness Signature Print Name Print Title	

EXHIBIT A

Public Property Finance Act Contract **No.8332** (THE "FINANCE CONTRACT")

By And Between

Government Capital Corporation and **the Issuer**, City of Blue Ridge

Dated as of August 28, 2018

QTY DESCRIPTION

Personal Property Property Cost: \$49,540.23 Payback Period: Seven (7) Annual Payments

One (1) 2018 Sewer Jet on a Single Axle Trailer

PROPERTY LOCATION: 200 S. Main Blue Ridge, TX 75424

Public Property Finance Act Contract for Cities & Counties

EXHIBIT B

>> SCHEDULE OF PAYMENTS & EARLY REDEMPTION VALUE <<

PUBLIC PROPERTY FINANCE ACT CONTRACT **NO.8332** (THE "FINANCE CONTRACT")
BY AND BETWEEN

Government Capital Corporation and the **Issuer**, City of Blue Ridge Schedule Dated as of September 7, 2018

DMT DATE				
PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
10/15/2018	\$6,000.00	\$252.73	\$5,747.27	N/A
10/15/2019	\$7,500.00	\$2,124.69	\$5,375.31	N/A
10/15/2020	\$9,141.36	\$1,872.54	\$7,268.82	N/A
10/15/2021	\$9,141.36	\$1,531.56	\$7,609.80	\$25,296.06
10/15/2022	\$9,141.36	\$1,174.58	\$7,966.78	\$17,204.49
10/15/2023	\$9,141.36	\$800.86	\$8,340.50	\$8,777.12
10/15/2024	\$9,141.36	\$409.61	\$8,731.75	\$0.00
nd Totals	\$59,206.80	\$8,166.57	\$51,040.23	
	10/15/2018 10/15/2019 10/15/2020 10/15/2021 10/15/2022 10/15/2023 10/15/2024	MO. DAY YR PAYMENT 10/15/2018 \$6,000.00 10/15/2019 \$7,500.00 10/15/2020 \$9,141.36 10/15/2021 \$9,141.36 10/15/2022 \$9,141.36 10/15/2023 \$9,141.36 10/15/2024 \$9,141.36	MO. DAY YR PAYMENT PAID 10/15/2018 \$6,000.00 \$252.73 10/15/2019 \$7,500.00 \$2,124.69 10/15/2020 \$9,141.36 \$1,872.54 10/15/2021 \$9,141.36 \$1,531.56 10/15/2022 \$9,141.36 \$1,174.58 10/15/2023 \$9,141.36 \$800.86 10/15/2024 \$9,141.36 \$409.61	MO. DAY YR PAYMENT PAID PAID 10/15/2018 \$6,000.00 \$252.73 \$5,747.27 10/15/2019 \$7,500.00 \$2,124.69 \$5,375.31 10/15/2020 \$9,141.36 \$1,872.54 \$7,268.82 10/15/2021 \$9,141.36 \$1,531.56 \$7,609.80 10/15/2022 \$9,141.36 \$1,174.58 \$7,966.78 10/15/2023 \$9,141.36 \$800.86 \$8,340.50 10/15/2024 \$9,141.36 \$409.61 \$8,731.75

Interest Rate: 4.691%

INCUMBENCY CERTIFICATE

Public Property Finance Act Contract **No.8332** (THE "FINANCE CONTRACT")

By And Between

Government Capital Corporation and **the Issuer**, City of Blue Ridge

Dated as of August 28, 2018

I, Edie Sims, do hereby certify that I am the duly elected or appointed and acting City Secretary, of City of Blue Ridge, Issuer, a political subdivision or agency of the State of Texas, duly organized and existing under the laws of the State of Texas, that I or my designee have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Public Property Finance Act Contract No.8332, between City of Blue Ridge (the "Issuer") and Government Capital Corporation ("GCC").

	<u>Name</u>	<u>Title</u>	Signature	
	Rhonda Williams	Mayor		
N WITNESS	S WHEREOF, I have duly exec	uted this certificate hereto th	nis day of	, 2018.
		Ву:		
		Edie Sir	ns, City Secretary	

CITY OF BLUE RIDGE RESOLUTION # 2018-0828-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, TEXAS, DECLARING SPECIFIED PROPERTY A SURPLUS AND AUTHORIZING THE SALE THEREOF.

WHEREAS, the Blue Ridge Public Works Department has the following items as surplus and the value of this item be used for services of a project within the City and benefiting the citizens of Blue Ridge, Texas:

1992 Chevrolet Dump Truck

WHEREAS, the staff recommends the described item above be declared surplus property and traded for services;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, TEXAS to declare the above described vehicles and equipment as surplus property and to authorize the sale thereof.

DULY PASSED by the City Council of the City of Blue Ridge, Texas this the 28th day of August, 2018.

ATTEST:	Rhonda Williams, Mayor
Edie Sims, City Secretary	

Sims Edie

From:

Misty Brown <mbrown@co.collin.tx.us>

Sent:

Tuesday, July 31, 2018 3:59 PM

To:

Sims Edie

Subject:

RE: Animal Control Services for City of Blue Ridge

Good Afternoon, Ms. Edie!

I know that you sent this out for application to multiple vendors. I do, however, just want to let you know that we would be happy to entertain an FY19 contract with you, but Court only allows us to execute the single contract that they approved – we can't carry multiple, different contracts.

Let us know if we can be of assistance.

Thank you!

Misty

Misty L. Brown Development Services Division Manager Collin County

Development Services: 4690 Community, STE 200 McKinney, Texas 75071 Animal Services: 4750 Community McKinney, Texas 75071

p - 972/548-5585 f - 972/548-5555

e - mbrown@collincountytexas.gov

From: Sims Edie [mailto:esims@blueridgecity.com]

Sent: Tuesday, July 31, 2018 3:42 PM

Subject: FW: Animal Control Services for City of Blue Ridge

Good Afternoon!!

Please find attached a Request for Application for Animal Control Services. The City of Blue Ridge would like to be under contract with a provider before October 1, 2018. Please let me know if you have questions/concerns.

Greatest Thanks!

Edie Sims

City Secretary City of Blue Ridge 200 S. Main Blue Ridge, Texas 75424 (972) 752-5791 (972) 752-9160 fax

www.blueridgecity.com

Sims Edie

Sent: Sunday, August 12, 2018 12:25 PM

To: Sims Edie

Subject: Re: Animal Control Services for City of Blue Ridge

Mrs. Sims,

Thank you for the opportunity to provide a contract proposal for the City of Blue Ridge. At this time our organization is not seeking additional contracts and we yield this opportunity to another provider.

Again, thank you for your consideration and I invite you to contact our office at any time if we may be of additional assistance to your community.

Kerry Payne Owner/Officer TACS



Robert Matthews

allamericandogs.com

972-382-DOGS

Patrol Services

<u>Impoundment</u>

Trapping

Adoption

Education

Summary of Proposal-, TX

Pricing:

For the city of the Blue Ridge the annual contract will be \$8,000.00. 10% due at the signing of the contract will a monthly payment due at the beginning of each month of \$600.00.

Qualifications: Founded in 2007, facility located in Pilot Point, TX

State Certified and Inspected by Department of State Health Services

72 individual inside temperature controlled dog runs and outdoor exercise areas

24 Certified Rabies quarantine runs

3 Full Time & 2 Part Time (30 hours) Certified Animal Control Officers

4 State Certified Code Enforcement Officers

1 Full Time, 3 Part Time Kennel Attendants

24 hour on-site supervision

5 days a week response, 24 hours 7 days a week emergency response

Providing:

Patrol Services and Emergency Response

Impoundment/Boarding

100% of domestic animals scanned for microchip

Animals impounded are posted to website for identification and quick return.

Animal Adoption using Facebook, Petfinder, Adopt-a-pet, outside adoption events and a dedicated website where all animals are posted for adoption and review.

Pet Registration

Statistics:

Currently, 50% of impounded animals returned to their Owners.

Currently, 90% of remaining domestic animals are adopted or transferred to rescue.

All American Dogs was founded on the principles of Customer Service, Safety, Integrity, Animal Welfare, and Common Sense. All American Dogs currently works with sixteen local cities providing Animal Control and/or Sheltering Services.



Home (index.html)

Visiting Us (visiting-us.html)

Adoption (adoption.html)

How to visit us at the Property

Complant Form (complant-form.html)

Welfare Check (welfare-check.html) Founded i Surrender-program.html) Adoption Information (adoption-information.html) provide ca

Trapping (tisupnegnhtml)

found, anii Courtesy Post (courtesy-post ht mt)

services to regarding animals.



Hours of Operation

Monday - Friday 9am-12 pm 2:00pm-5:30pm "please call before coming to the facility" Saturday and Sunday 10am-2:00pm "By appointment only"

Please call before heading out to the facility

Regular Phone Hours:

Monday-Friday 8am-5pm Weekends 10-2 pm

If this is an emergency call 911 and we will be dispatched

Hours will change during Holidays and poor weather.

Please Adopt

Better Business Bureau®

<u>Home</u> > <u>Texas</u> > <u>Pilot Point</u> > <u>Animal Trapping</u> > All American Dogs

All American Dogs

Animal Trapping

- 9 12860 Tischler Rd Pilot Point, TX 76258-6858
- http://www.allamerican dogsintexas.com/ allamericandogs@gma il.com
- (972) 382-3647

Accredited

BBB Rating

Customer Reviews



Accredited Since: 12/26/2007

Years in Business: 11

A+

This business has 0 reviews



Business Details

Location of This Business

12860 Tischler Rd , Pilot Point, TX 76258-6858 allamericandogs@gmail.com

12/26/2007 BBB File Opened:

2/1/2007 Years in Business: Business Started:

12/26/2007 2/1/2007 Business Started Locally: Accredited Since:

Corporation Type of Entity:

Alternate Business Name RMM Holdings

Contact Information

Mr. David Matthews, Manager

Customer Contact

Mr. David Matthews, Manager

Mr. Bob Matthews, President

Customer Complaints

0 Customer Complaints

Need to file a complaint? BBB is here to help. We'll guide you through the process. How BBB Processes Complaints and

Reviews

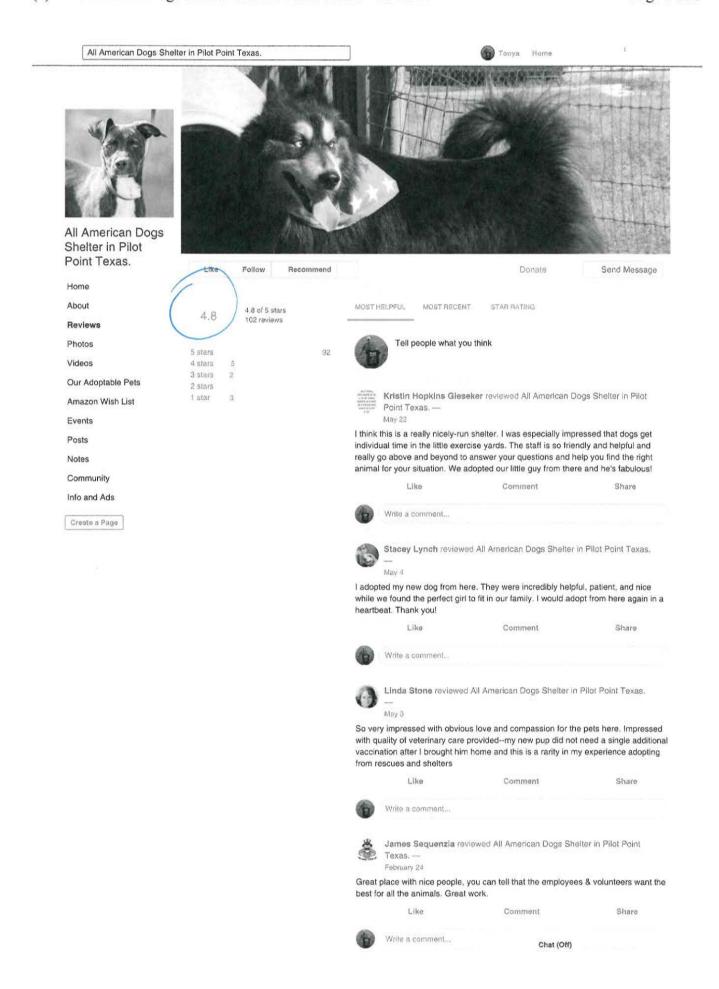
File a Complaint

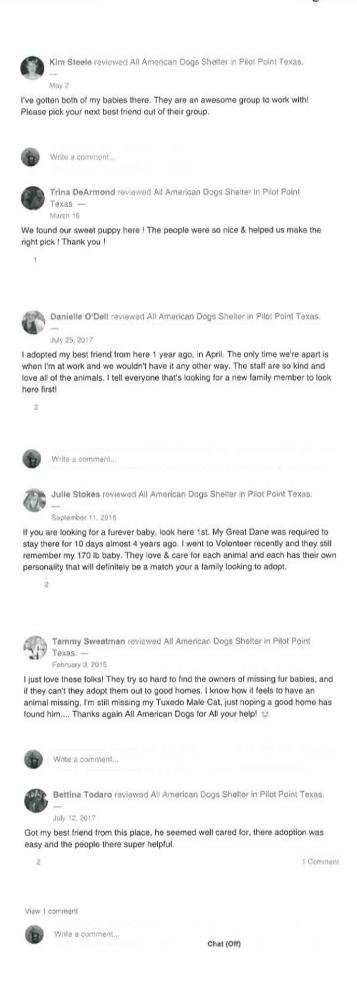
Customer Reviews

0 Customer Reviews

What do you think? Be the first to review! How BBB Pracesses Complaints and Reviews

>







Jessica Shipley reviewed All American Dogs Shelter in Pilot Point Texas. -

March 13, 2017

Loved this shelter, wonderful place. Met my baby Matilda there. Nice people, great pets, what more can you ask for. Wish I could bring them all home or get my butt up there to volunteer. Thank you for all you do.





Write a comment...



Patty Marriott reviewed All American Dogs Shelter in Pilot Point Texas.

I adopted Chioe almost a year ago . I couldn't have ask for a better dog , she loves my grandkids, my cats and swimming in the pond .. Only thing that's changed for her in the last year ... Well , she's just a whole lot spoiled ... But she deserves every bit



3 Comments



Ashley Bavoso





Ashley Bavoso Patly Marriott you need one more. Our foster Jordan is looking for a forever home!





Patty Marriott Ashley Bavoso, I might if I had a fenced in yard, but since I moved in new house, I have no area to keep him in , property is just open .

3y Like



Write a comment...



Cody Jeanette Grimsrud reviewed All American Dogs Shelter in Pilot Point Texas. July 9, 2015

We adopted Simba the cat and he is so perfect.

His gentle nature and unconditional love for everyone in the house (even for the bassethound) is amazing..

Love this cat!!!!



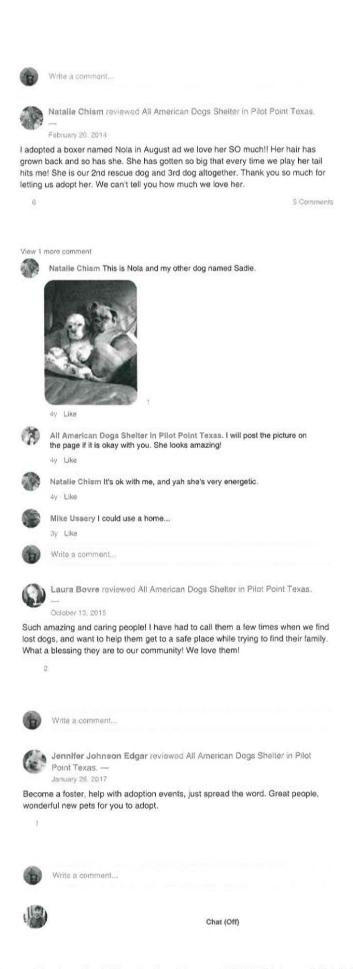


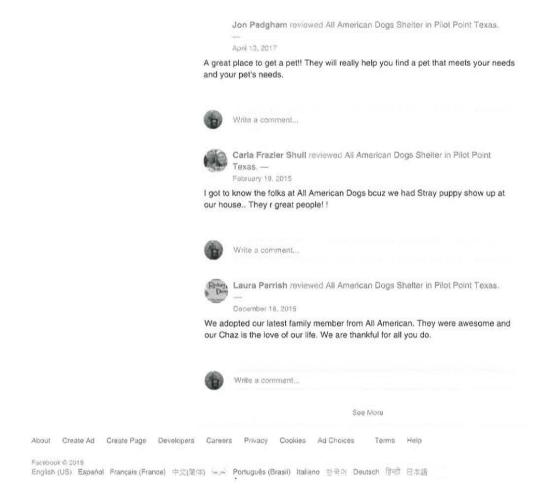
Greg Clark reviewed All American Dogs Shelter in Pilot Point Texas.

March 7, 2015

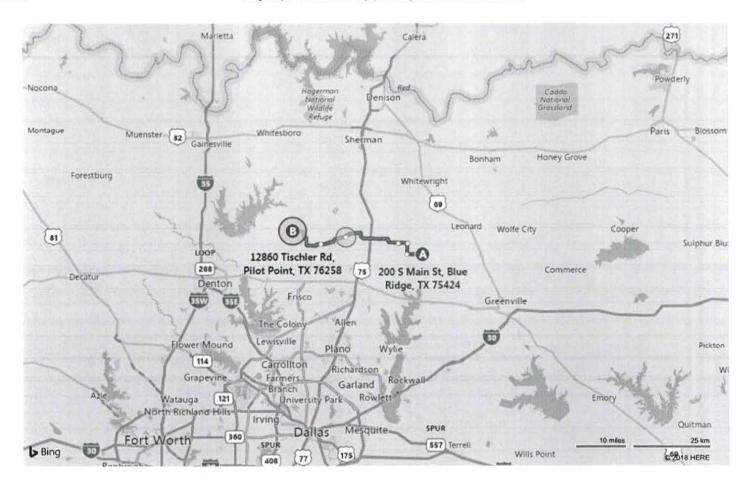
Thank y'all for what you do! We went there today and checked out all the great dogs. Wish we could take them all home. But we can't. So we went home with Nayla! Cute.

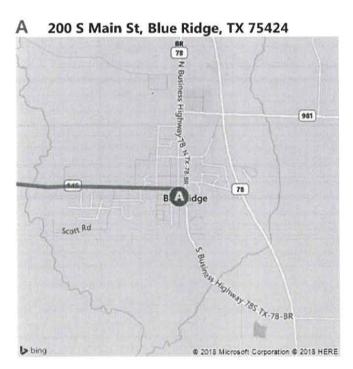
Chat (Off)

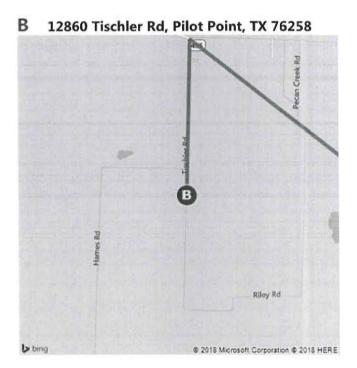




Chat (Off)



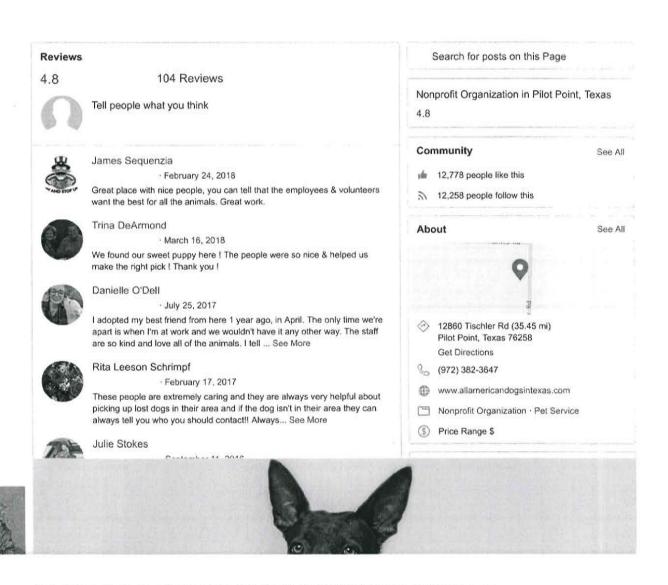




These directions are subject to the Microsoft® Service Agreement and are for informational purposes only. No guarantee is made regarding their completeness or accuracy. Construction projects, traffic, or other events may cause actual conditions to differ from these results. Map and traffic data © 2018 HERE™.

Like	Share	Donate	Send Message
		Expect second	

Form rexas.



See more of All American Dogs Shelter in Pilot Point Texas. on Facebook

Point lexas. Reviews

Photos

Videos

Our Adoptable Pets

Amazon Wish List

Events

Posts

Notes

Community

Create a Page

get my out up there to volunteer, thank you tot ... dee wore



Patty Marriott

· November 12, 2013

I adopted Chloe almost a year ago . I couldn't have ask for a better dog , she loves my grandkids, my cats and swimming in the pond .. Only thing that's changed for her in the last year ... Well , she... See More



Cody Jeanette Grimsrud

July 9, 2015

We adopted Simba the cat and he is so perfect.

His gentle nature and unconditional love for everyone in the house (even for the bassethound) is amazing..

Love this cat!!!!



Greg Clark

· March 7, 2015

Thank y'all for what you do! We went there today and checked out all the great dogs. Wish we could take them all home. But we can't. So we went home with Nayla! Cute.



Natalie Marie Chism

February 20, 2014

I adopted a boxer named Nola in August ad we love her SO much!! Her hair has grown back and so has she. She has gotten so big that every time we play her tail hits me! She is our 2nd rescue dog and 3r... See More



Laura Bovre

October 13, 2015

Such amazing and caring people! I have had to call them a few times when we find lost dogs, and want to help them get to a safe place while trying to find their family. What a blessing they are to our... See More



Jennifer Johnson Edgar

January 25, 2017

Become a foster, help with adoption events, just spread the word. Great people, wonderful new pets for you to adopt.



Jon Padgham

· April 13, 2017

A great place to get a pet!! They will really help you find a pet that meets your needs and your pet's needs.



Carla Frazier Shull

· February 19, 2015

I got to know the folks at All American Dogs bcuz we had Stray puppy show up at our house.. They r great people!!



Laura Parrish

December 18, 2015

We adopted our latest family member from All American. They were awesome and our Chaz is the love of our life. We are thankful for all you do.



Paula Gaston-Dunkin



Log In

Create New Account

See more of All American Dogs Shelter in Pilot Point Texas, on Facebook



Denton County Missing and Fou... Nonprofit Organization

Pet Services in Pilot Point, Texas

Pages liked by this Page



DFW Animal Rescue



American Pets Alive



Black Dog Rescue Project

Places Pilot Point, Texas Pet Service Al American Dogs Shelter in Pilot Point Texas.

English (US) · Español · Português (Brasil) · Français (France) · Deutsch

Privacy · Terms · Advertising · Ad Choices Cookies · More

Facebook © 2018

NOTICE OF 2018 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF BLUE RIDGE

A tax rate of \$0.594114 per \$100 valuation has been proposed for adoption by the governing body of City of Blue Ridge. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of City of Blue Ridge proposes to use revenue attributable to the tax rate increase for the purpose of operations of a municipality.

PROPOSED TAX RATE	\$0.594114 per \$100
PRECEDING YEAR'S TAX RATE	\$0.508077 per \$100
EFFECTIVE TAX RATE	\$0.442420 per \$100
ROLLBACK TAX RATE	\$0.594114 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Blue Ridge from the same properties in both the 2017 tax year and the 2018 tax year.

The rollback tax rate is the highest tax rate that City of Blue Ridge may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

property tax amount= (rate) x (taxable value of your property)/100

For assistance or detailed information about tax calculations, please contact:

Kenneth L. Maun Tax Assessor-Collector 2300 Bloomdale Road McKinney, TX 75071 972-547-5020 kmaun@collincountytx.gov www.blueridgecity.com

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 14, 2018 at 7:00 pm at Blue Ridge Community Center, 200 W. Tilton, Blue Ridge, TX 75424.

Second Hearing: August 28, 2018 at 7:00 pm at Blue Ridge Community Center, 200 W. Tilton, Blue Ridge, TX 75424.

Profit & Loss Budget Overview October 2018 through September 2019 City of Blue Ridge Revenue

08/23/18 Accrual Basis

2:16 PM

	Oct '18 - Sep 19
Ordinary Income/Expense	
Income	
4700 · Water Bill Income	235,000.00
4701 · Transfer Fee	130.00
4702 · Sewer Charges	105,750.00
4703 · Late Charges	8,500.00
4704 · Trash Charges	82,305.00
4705 · Water Surcharge	4,200.00
4706 · NSF Fee	184.00
4707 · Conservation Fee Income	4,500.00
4708 · Reconnect Fees	3,600.00
4709 · Credit Card Fees	3,700.00
	12,000.00
4751 · Sales Tax - Trash	6,975.00
	3,100.00
4753 · Non Refund. Deposit Fee	8,500.00
4899 · Misc Income	22,502.09
Total Income	500,946.09
Expense	
5100 · Advertising	0.00
5140 · Bank Fees	225.00
5150 · Bond Payment	60,116.25
5151 · Interest Expense	0.00
5152 · Penalties	00.00
5190 · Depreciation Expense	00.0
5229 · Finance Fee	3,700.00
5230 · Fuel Expense	4,500.00
5270 · Janitorial	200.00
5300 · Legal & Professional Fees	11,000.00
5301 · Engineering Fees	25,000.00
5310 · Maint. & Repair Equipment	535.00
5320 · Maint. & Repair Office Equ	00.0
5325 · Miscellaneous Expense	2,500.00
5340 · Office Supplies	200.00
5370 · Payroll Expenses	
5372 · Health Insurance - TML	00.00
5373 · Longevity Pay	0.00
5374 · Medicare Expenses	0.00
5375 · TMRS	0.00
5376 · SS Expenses	00:00
5377 · TWC Expenses	00.00
5379 · Wages	0.00
5370 · Payroll Expenses - Other	119,872.93
חוות ו תלומון ודעלים וותולים ו	

City of Blue Ridge Revenue Profit & Loss Budget Overview

C	7	١
۳		٠
S		i
1		
1	*	ί
7		
i	ī	5
*	į	:
3	ï	۰
ò	ř,	í
4		:
1		Š
:		Š
9	C)
1	ä	
4		ì
C	¢)
ž	Ī	•
Š	2	2
٠.	1	۰
7	ī	ŝ
d	ć	ź
1	C	١
4		•
ż		Ś
	-	ı

Accrual Basis

2:16 PM 08/23/18

Oct '18 - Sep 19	119,872.93	2,000.00 2,400.00 0.00 0.00 500.00 6,975.00 2,500.00 5,000.00 82,305.00 500.00 1,000.00	31,000.00 0.00 392.28 3,817.63 35,209.91	55,000.00 29,000.00 9,000.00 2,000.00 6,000.00 4,000.00 0.00 3,932.00 6,000.00	114,932.00	7,500.00 12,500.00 0.00 3,500.00	504,971.09	0.00
	Total 5370 · Payroll Expenses	5378 · Uniforms 5380 · Postage, Freight & Shipping 5399 · Petry Cash 5400 · Refund · Water Deposits 5450 · Returned Checks 5510 · Sales Tax Expense (Trash) 5530 · Seminars - Training Courses 5540 · Subscriptions, Dues & Permits 5700 · Trash Pickup 5710 · Travel/Mileage 5715 · Computer	5720 · Utilities 5721 · Electric Services 5723 · Mobile Phones 5725 · Pagers/2-Way Radios 5726 · Telephone Services	5800 - Water & Sewer 5801 - W&S Maint & Repair 5802 - W&S Parts & Equipment 5803 - W&S Testing/Samples 5804 - Vehicle Maint/Repairs 5805 - Water & Sewer - Chemicals 5809 - Water - Contract Labor 5809 1 - Sewer Contract Labor 5811 - Water - Conservation 5800 - Water & Sewer - Other	Total 5800 · Water & Sewer	5810 · Water Bill Expense 5901 · Equipment Loan 5906 · ANB Vac Tron Principal 5999 · Bad Debt Expense	Total Expense Net Ordinary Income	Other Income/Expense Other Income 4210 · Earned Interest 4999 · Transfer from Other Funds

Profit & Loss Budget Overview October 2018 through September 2019 City of Blue Ridge Revenue

Accrual Basis 08/23/18 2:16 PM

Net Other Income

Net Income

Oct '18 - Sep 19	4,025.00	4,025.00	0.00
ŏ			

9
Ĕ
ည
÷
ē
吉
ĭ
~

City of Blue Ridge General Fund Profit & Loss Budget Overview October 2018 through September 2019

	Oct '18 - Sep 19
Ordinary Income/Expense	
Income	0.00
4510 · Court Income	0.00 200.00
4515 · Copies & Faxes 4521 · Open Records	0.00
4522 · Notary	0.00
4525 · Franchise Tax Income	42,000.00
4570 · Permit & Inspection Fees	35,000.00
4571 · Replat/Rezone Fees	4,350.00
4580 · Sales Tax Income	200,000.00
4600 · Property Tax Income	276,534.00
4899 · Misc Income	0.00
4900 · Payroll from Revenue Account	119,872.93
Total Income	677,956.93
Expense	
5100 · Advertising	0.00
5110 · Ambulance Service	12,000.00
5130 · Animal Control Services	14,000.00
5140 · Bank Fees 5150 · Codification	0.00
5160 · Contract Labor	9,000.00
5161 · Code Enforcement	4,000.00
5160 · Contract Labor - Other	30,000.00
Total 5160 · Contract Labor	34,000.00
5170 · Copies	0.00
5180 · Council & Mayor Expense	500.00
5210 · Election Expense	7,000.00
5230 · Fuel Expense - General	6,250.00
5231 · Fuel Expense - Fire Dept	3,500.00
5236 · Court Expense 5237 · Court - Petty Cash	3,600.00 200.00
5238 · Court Payroll	3,600.00
5250 · Inspection Expense	7,000.00
5260 · Insurance -Liab/Comp/Prop	11,928.00
5261 · Insurance - Fire Dept	14,382.00
5270 · Janitorial General	1,200.00
5300 · Legal & Professional Fees	
5301 · Legal Notices/Publications	3,500.00
5300 · Legal & Professional Fees - Other	25,000.00
Total 5300 · Legal & Professional Fees	28,500.00
5305 · Storage Unit Rent	660.00
5310 · Maint. & Repair Equipment	7,000.00
5315 · Bldg Maintenance & Repair	3,000.00 3,000.00
5320 · Maint. & Repair Office Equ 5321 · Vehicle Maintenance & Repair	5,000.00
5325 · Miscellaneous Expense	5,000.00
5330 · Mowing Expense	2,500.00
5340 · Office Supplies	
5341 · Office Equipment	6,447.00
5342 · Office Expense - Cty & P. Works	0.00
5340 · Office Supplies - Other	1,200.00
Total 5340 · Office Supplies	7,647.00
5350 · Parts & Equipment Expense	2,000.00
5361 · Property Tax Expense	8,000.00
5370 · Payroll Expenses	
5372 · Health Insurance - TML	0.00
5372.0 · Health Insurance - Company 5372 · Health Insurance - TML - Other	0.00 0.00
3372 Health Historance - TWL - Other	0.00

City of Blue Ridge General Fund Profit & Loss Budget Overview October 2018 through September 2019

	Oct '18 - Sep 19
Total 5372 · Health Insurance - TML	0.00
5373 · Longevity Pay 5374 · Medicare Expenses 5375 · TMRS 5376 · SS Expenses 5377 · TWC Expenses 5379 · Wages 5393 · Payroll Other	0.00 0.00 0.00 0.00 0.00
5379 · Wages - Other	0.00
Total 5379 · Wages	0.00
5370 · Payroll Expenses - Other	226,596.93
Total 5370 · Payroll Expenses	226,596.93
5378 · Group Term Life 5380 · Postage, Freight & Shipping 5385 · Mortgage 5390 · Filing Fees 5399 · Petty Cash 5450 · Returned Checks 5500 · Road Construction 5501 · Pruett Street 5502 · Street Projects	0.00 1,500.00 0.00 1,500.00 200.00 200.00 0.00 100,000.00
5500 · Road Construction - Other	0.00
Total 5500 · Road Construction	100,000.00
5512 · Vehicle Purchase 5530 · Seminars - Training Courses 5535 · Special Project 5540 · Subscriptions, Dues & Permits 5700 · Trash	0.00 1,000.00 2,000.00 1,100.00 7,500.00
5710 · Travel/Mileage 5715 · Computer 5716 · Consulting Fees 5715 · Computer - Other	1,000.00 2,000.00 500.00
Total 5715 · Computer	2,500.00
5720 · Utilities 5721 · Electric Services 5723 · Mobile -Mayor/Public Wrks/BRVFD 5724 · Natural Gas Services 5726 · Telephone Services General	26,000.00 0.00 650.00 4,800.00
Total 5720 · Utilities	31,450.00
5900 · Debt Service-Principal 5901 · Loan - Equipment 5902 · ANB Loan - City Hall Principal 5900 · Debt Service-Principal - Other	6,500.00 0.00 54,133.00
Total 5900 · Debt Service-Principal	60,633.00
5930 · Debt Service-Interest 5950 · Capital Outlay	0.00 40,310.00
Total Expense	677,956.93
Net Ordinary Income	0.00
Other Income/Expense Other Income 4210 · Earned Interest	0.00
4998 · Other Financing Sources	0.00

11:26 AM 08/23/18 Accrual Basis

City of Blue Ridge General Fund Profit & Loss Budget Overview October 2018 through September 2019

	Oct '18 - Sep 19
4999 · Transfer from Other Funds	0.00
Total Other Income	0.00
Other Expense 6999 · Transfer to Other Funds	0.00
Total Other Expense	0.00
Net Other Income	0.00
Net Income	0.00

CITY OF BLUE RIDGE ORDINANCE# 2018-0828-001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2017-2018 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS APPROPRIATING THE VARIOUS AMOUNTS HEREIN; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Blue Ridge, Texas is a Type A General-Law Municipality located in Collin County, created in accordance with the provisions of Chapter 6 of the Texas Local Government Code, and operating pursuant to the enabling legislation of the State of Texas:

WHEREAS, the Mayor of the City of Blue Ridge has reviewed the budget and which budget was adopted by the City Council for the Fiscal Year 2017-2018; and

WHEREAS, the Mayor has determined the effects of the budget amendment will be in the best interest used for a transfer from the General Fund Balance to the Revenue Fund to accommodate an unfunded expense for the cost of repairs to the Wastewater Treatment Plant, as shown by Exhibit "A"; and

WHEREAS, the Mayor of the City of Blue Ridge believes the budget requires certain amendments and has submitted to the City Council proposed amendment(s) to the budget of the revenues and expenditures of conducting the affairs of said City as submitted by the Mayor.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, TEXAS;

SECTION 1. BUDGET AMENDMENT ADOPTION

From and after the effective date of this Ordinance, the amendments to the budget of the revenues and expenditures for the Fiscal Year 2017-2018 that are attached hereto as Exhibit "A" and incorporated herein by reference are hereby adopted and the budget for Fiscal Year 2017-2018 is hereby accordingly so amended and the amended budget for Fiscal Year 2017-2018 adopted.

SECTION 2. SEVERABILITY

It is hereby declared to be the intention of the City Council that the words, phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any word, phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining words, phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional word, phrase, clause, sentence, paragraph or section.

SECTION 3: REPEALER CLAUSE

Any provision of any prior ordinance of the City, whether codified or uncodified, which is in conflict with any provision of this Ordinance, is hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City, whether codified or uncodified, which are not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 4: ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Blue Ridge is hereby directed to engross and enroll this Ordinance by copying the exact Caption and the Effective Date clause in the minutes of the City Council of the City of Blue Ridge and by filing this Ordinance in the Ordinance records of the City.

SECTION 5: SAVINGS

All rights and remedies of the City of Blue Ridge are expressly saved as to any and all violations of the provisions of any Ordinances which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 6. EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the City of Blue Ridge, Texas this 3rd day of July, 2018.

	Rhonda Williams, Mayor	
ATTEST:		
Edie Sims, City Secretary		

Exhibit "A"

FY 2017-2018 Proposed General Fund Balance Revision

GOVERNMENTAL FUNDS	ESTIMATED BEGINNING FUND BALANCE	REVENUES	EXPENDITURES	PROPOSED ENDING FUND BALANCE
General Fund	\$170,429.94	\$251,212.03	\$279,757.27	\$139,884.70
Proposed General Fund	\$139,884.70			\$
2000 Fund Account	IRS	\$14,119.34	\$14,119.34	
6999 Transfer to Other Fund - Dewatering Box WWTP (REVENUE)		\$50,000.00	\$50,000.00	
Original Budget TOTAL		-0- \$64,119.34	-0- \$64,119.34	

Department of the Treasury

Internal Revenue Service 5123 Research Drive NW Huntsville, AL 35805 Date of this Letter:

AUG 1 0 2018

Person to Contact: James A. Brown

Employee #:72-19478

Phone#: (256) 722-2414 EXT.

Fax#: (866)842-6052

08:00am-04:30pm Mon-Fri Taxpayer ID#:**-**9685 Offer Number:1001453804

CITY OF BLUE RIDGE 200 S MAIN ST BLUE RIDGE, TX 75424-4463-00

Dear SIR/MADAM,

We have completed a preliminary analysis of your Offer in Compromise (OIC). We reviewed the information that you provided.

Based upon your current financial information, we have determined that you have the ability to pay your liability in full within the time provided by law.

Copies of our Income Expense Table/Assets Equity Table worksheets are enclosed for your review.

If you do not agree with the computation on the attached worksheets, you must call the person whose name and telephone are shown in the upper right hand corner of this letter.

If you wish to withdraw your OIC at this time and attempt to resolve your case in some other manner, please use the enclosed withdrawal letter.

We are providing you this opportunity to discuss our determination and to submit any additional information that you wish for us to consider prior to our final determination.

If we do not hear from you within 14 days of the date of this letter, your offer may be recommended for rejection. If your offer is rejected, you will receive information regarding how to appeal that decision to the IRS Office of Appeals.

continued on next page

Sincerely,

James A Brown Offer in Compromise Specialist

Date: 08/10/2018

TAXPAYER: CITY OF BLUE RIDGE

EIN/TIN: XX-XXX9685

ASSET/EQUITY TABLE (AET) (Corporation/Partnership/LLC) (Rev. 01-2018)

		(Rev.	01-2018)		- 20
ASSETS	Fair Market Value	Quick Sale Reduction Percentage	Quick Sale Value	Encumbrances or Exemptions	Net Realizable Equity
Cash/Bank Accounts	\$180,390.00				\$180,390.00
2. Offer Deposit					
Loan Value Life Insurance	4			-30 4,	
4. Retirement Plans					
5. Real Estate					
6. Furniture					
7. Vehicles					
8. Accounts Receivable				18	
9. Tools and/or Equipment					
Other -					
Total Net Realizable Equity in Assets					\$180,390
Future Income Valuation [see Income and Expense Table (IET) attached]					\$0.00
Minimum Offer Amount*					\$180,390

No exemptions or allowances are provided on this form since the offer is not being submitted by an individual.

REMARKS:

^{*} Minimum Offer Amount: If the liability can be paid in full, the calculation above includes monthly payment ability through the remaining collection period. If you qualify for an offer in compromise, the calculation above reflects the amount required for acceptance.

Ç

INTST 75-1969685

01 201209 09012018 CITY

52.64 ASSESSED FTP

27.82 ASSESSED INT

2,579.42 TAX & PENALTY

2,659.88 ASSESSED TOTAL

.00 ACCRUED FTP

567.17 ACCRUED INT

567.17 TOTAL ACCRUALS

52.64 TOTAL FTP

594.99 TOTAL INT

3,227.05 BALANCE DUE

941 Sept 2012 9-1-19

Date: 8/21/2018 Time: 3:08:27 PM

Ç

INTST 75-1969685 01 201303 09012018 CITY

PREVIOUS LOGON: 20180821 @ 14:38

95.68 ASSESSED FTP
154.31 ASSESSED INT
3,252.94 TAX & PENALTY
3,502.93 ASSESSED TOTAL
.00 ACCRUED FTP
516.25 ACCRUED INT
516.25 TOTAL ACCRUALS
95.68 TOTAL FTP
670.56 TOTAL INT

4,019.18 BALANCE DUE

941 MARCR 2013 9-1-18

Ç

PAGE 06

Page: 1 Document Name: untitled

INTST 75-1969685 01 201306 09012018 CITY

112.82 ASSESSED FTP
127.61 ASSESSED INT
1,967.69 TAX & PENALTY
2,208.12 ASSESSED TOTAL
.00 ACCRUED FTP
327.45 ACCRUED INT
327.45 TOTAL ACCRUALS
112.82 TOTAL FTP
455.06 TOTAL INT
2,535.57 BALANCE DUE

941 June 2013 9-1-18

Date: 8/21/2018 Time: 3:08:52 PM

INTST 75-1969685

01 201403 09012018 CITY

54.39 ASSESSED FTP

22.97 ASSESSED INT

1,947.34 TAX & PENALTY

2,024.70 ASSESSED TOTAL

.00 ACCRUED FTP

327.98 ACCRUED INT

327.98 TOTAL ACCRUALS

54.39 TOTAL FTP

350.95 TOTAL INT

2,352.68 BALANCE DUE

941 MARIR 2014 9-1-18

PAGE 10

INTST 75-1969685

01 201406 09012018 CITY

.00 ASSESSED FTP

.25 ASSESSED INT

425.78 TAX & PENALTY

426.03 ASSESSED TOTAL

.00 ACCRUED FTP

68.14 ACCRUED INT

68.14 TOTAL ACCRUALS

.00 TOTAL FTP

68.39 TOTAL INT

494.17 BALANCE DUE

941 June 2014 9-1-18

Date: 8/21/2018 Time: 3:11:29 PM

Page: 1 Document Name: untitled

INTST 75-1969685 01 201609 09012018 CITY

06/02/2006 05:53

7.02 ASSESSED FTP 4.86 ASSESSED INT 581.91 TAX & PENALTY 593.79 ASSESSED TOTAL 25.25 ACCRUED FTP 38.66 ACCRUED INT 63.91 TOTAL ACCRUALS 32.27 TOTAL FTP

43.52 TOTAL INT 657.70 BALANCE DUE

> Sept 2016 9-1-18 941

Ç

Date: 8/21/2018 Time: 3:11:56 PM

Page: 1 Document Name: untitled

INTST 75-1969685 13 201212 09012018 CITY

.00 ASSESSED FTP

.00 ASSESSED INT

742.89 TAX & PENALTY

742.89 ASSESSED TOTAL

.00 ACCRUED FTP

90,10 ACCRUED INT

90.10 TOTAL ACCRUALS

.00 TOTAL FTP

90.10 TOTAL INT

832.99 BALANCE DUE

misc penalty 2012 9-1-18

COMPUTATION HOLD ON FTP Employee #2533321888 Page 001 of 002 PAGE 002