

**NOTICE OF MEETING  
THE CITY COMMISSION OF BROCK, TEXAS**

MAYOR JAY HAMILTON  
COMMISSIONER BEN DAVIS  
COMMISSIONER DEBBIE SCRIMSHIRE

ATTORNEY WHITT L. WYATT  
TOWN CLERK ALYSSA VANESLER

**MEETING DATE AND TIME:**

Monday, July 15, 2024, 6:30 PM

**MEETING LOCATION:**

Brock Community Center  
2115 FM 1189 Brock TX 76087

**REGULAR AGENDA**

Begins at 6:30pm

*Unless specifically noted otherwise, action may be taken on any item listed below*

- 1. CALL TO ORDER AND ANNOUNCE QUORUM**
- 2. INVOCATION AND PLEDGE**
- 3. CONSENT AGENDA:** All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.
  - 3.1 Review Meeting Minutes:
    - (a) May 20, 2024 Meeting Minutes
    - (b) June 17, 2024 Meeting Minutes
  - 3.2 Review Monthly Financial Reports
- 4. REGULAR AGENDA: Discussion and Possible action on the following**
  - 4.1** Financial Audit Presentation
  - 4.2** Seek direction on drafting budget for FY 2024-2025
  - 4.3** Update on Town Hall office/lease and additional desk
  - 4.4** Resolution – Payment of Routine expenses
  - 4.5** Update on Water/Wastewater project - Provenance Engineering
  - 4.6** Violation Issues:
    - (a) Brock Place - lights
  - 4.7** Status of Verdunity Map Service Project
  - 4.8** Future meeting items and date
    - (a) Public Hearing - Adoption of FY 2024-2025 Budget

**5. REPORTS:**

6. **CITIZEN COMMENTS:** The public may address the Commission regarding any item. Persons desiring to address the Commission must register on the sign-in sheet prior to the start of the meeting. Comments are limited to three (3) minutes.

*Limited reply by the Commission is allowed under The Texas Open Meetings Act as follows: (a) If, at a meeting of a governmental body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by this subchapter, the notice provisions of this subchapter do not apply to: (1) A statement of specific factual information given in response; or (2) A recitation of existing policy in response; (b) Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting*

7. **EXECUTIVE SESSION:** The Commission reserves the right to adjourn into executive session at any time during the meeting to discuss any of the matters listed on the agenda, as authorized by Texas Government Code Section 551.071, CONSULTATION WITH ATTORNEY.

Discuss and consider action following executive session.

**8. ADJOURN**

**CERTIFICATION**

I hereby certify that the above notice of meeting was posted on or before Friday, July 12, 2024, prior to 6:30 p.m. at the Brock Community Center, 2115 FM 1189 Brock Texas 76087 and at Brock Town Hall, 2451 FM 1189, Brock, Texas 76087.

*Alyssa Vanesler*

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Alyssa Vanesler  
Town Clerk

**ACCESSIBILITY STATEMENT**

*In compliance with the Americans with Disabilities Act, reasonable accommodations for persons attending meetings will be provided. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Alyssa Vanesler at [townclerk@brocktx.net](mailto:townclerk@brocktx.net) or via phone 817-396-5333.*

**TOWN OF BROCK  
COMMISSION AGENDA BRIEFING  
JULY 15, 2024**

**Agenda Item 3.1**

**Title**

*Meeting Minutes from the May 20, 2024 and June 17, 2024 Commission Meetings*

**Item Summary**

Approval of the meeting minutes from the May 20, 2024 & June 17, 2024 Commission Meetings

**Attachments**

1. May 20, 2024 Meeting Minutes
2. June 17, 2024 Meeting Minutes

**NOTICE OF MEETING  
THE CITY COMMISSION OF BROCK, TEXAS**

MAYOR JAY HAMILTON  
COMMISSIONER BEN DAVIS  
COMMISSIONER DEBBIE SCRIMSHIRE (**ABSENT**)

ATTORNEY WHITT L. WYATT  
TOWN CLERK ALYSSA VANESLER

**MEETING DATE AND TIME:**  
Monday, May 20, 2024, 6:30 PM

**MEETING LOCATION:**  
Brock Community Center  
2115 FM 1189 Brock TX 76087

**REGULAR AGENDA**  
Begins at 6:30pm

*Unless specifically noted otherwise, action may be taken on any item listed below*

**1. CALL TO ORDER AND ANNOUNCE QUORUM**

**Mayor Hamilton called the meeting to order at 6:30 p.m. A quorum was present to include Commissioner Ben Davis. Also present at the meeting: Town Clerk Alyssa Vanesler and via Zoom call, Attorney Whitt Wyatt**

**2. INVOCATION AND PLEDGE**

**Mayor Hamilton led the Commission and attendees in the invocation and the pledge.**

- 3. CONSENT AGENDA:** All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.

**3.1 Review Meeting Minutes from April 15, 2024**

**Commissioner Davis made a motion to approve Agenda item 3.1. Mayor Hamilton seconded. The motion passed 2-0.**

**3.2 Approval of Invoices for Payment:**

- (a) Legal Services – WHF Invoice #361 (\$4,798.75)
- (b) Nextlink monthly phone service – 5/06/2024 Invoice (\$42.30)
- (c) Town Hall Office – Lease Payment – 3 months (\$2100)
- (d) Brock Community Center – 2/5/24 Special Meeting (\$45)
- (e) Bureau Veritas Invoice – 2/26/24 (\$167.55)
- (f) Provenance Engineering Invoices -
  - (1) Wastewater Master Plan - Invoice #: 007.23.02-03 (\$15,000)
  - (2) Water Master Plan – Invoice #: 007.23.01-03 (\$17,500)

**Commissioner Davis made a motion to approve Agenda item 3.2. Mayor Hamilton seconded. The motion passed 2-0.**

**3.3 Review Town checking account deposits/disbursements**

**4. REGULAR AGENDA: Discussion and Possible action on the following**

**4.1 Introduction to Comprehensive Plan Services**

**AJ Fawver presented services offered with Verdunity. Verdunity is a small firm, with a team of 8, and a focus on small rural towns. Verdunity's services include developing a Comprehensive Plan or vision for the community. Commissioner Davis said that updated maps are a high priority for the Town, including zoning, city limits, ETJ, and a map legend.**

Ms. Fawver said that they can build a map using GIS data, with the capability to search by address. There are two options for service; on-call basis or per agreed upon contract. Mayor Hamilton would like to see examples of what Verdunity has done for other clients. Commissioner Davis said that they will need time to determine the type of Comprehensive plan needed but would like to see examples first. Ms. Fawver agreed to come back with a proposal/additional information for the Commission to review. No action taken.

#### 4.2 Update for Saddlerock Safari and Winery

A building concept for the Safari reception building was submitted but a Commercial Permit Application is still pending to apply for a building permit. No action taken.

#### 4.3 Eagle Air Parc Addition Re-Plat

Platting Coordinator Joshua Anderson attended and requested that the Commission consider approval to waive the groundwater study. The owners completed the Affidavit form, but Jamie Tierce needs confirmation that the waiver has been approved by the Commission before finalizing the plat review. Commissioner Davis made a motion to approve the waiver for a groundwater study. Mayor Hamilton seconded. The motion passed 2-0. The review of the final plat is tabled until the next Commission meeting on June 17<sup>th</sup>.

#### 4.4 Valley Spring Plat

Platting Coordinator Theresa McGee attended and said the property currently has a barndominium, is a horse property, and has no plans for additional building or additional water consumption. The owners completed the Affidavit form, but Jamie Tierce needs confirmation that the waiver has been approved by the Commission before finalizing the plat review. Commissioner Davis made a motion to approve the waiver for a groundwater study. Mayor Hamilton seconded. The motion passed 2-0. The review of the final plat is tabled until the next Commission meeting on June 17<sup>th</sup>.

#### 4.5 Signs:

##### (a) CBAC and Heat Sign

The owner of the property in which this sign is located attended the meeting and expressed that he was not aware of the permit requirement before putting the sign up, which was a large investment. Commissioner Davis said that our sign ordinance does not allow for off-premises signs. The Commission agreed to work with the property owner based on the situation. Commissioner Davis made a motion to approve a temporary sign permit through August 31, 2024, pending payment of the permit fee. Mayor Hamilton seconded. The motion passed 2-0.

##### (b) John McGuire, Brandy Shires

Commissioner Davis made a motion to approve a temporary sign permit for another 90 days. Mayor Hamilton seconded. The motion passed 2-0.

##### (c) RTB Custom Homes and Dream Worx

Commissioner Davis made a motion to approve a temporary sign permit for another 90 days. Mayor Hamilton seconded. The motion passed 2-0.

#### 4.6 Discuss adoption of a fire certification of occupancy ordinance

Mayor Hamilton advised the Town Clerk to verify that all businesses on the list are classified as Brock taxpayers. We also need to ensure that all codes are in place and a new ordinance is written and reviewed with Bureau Veritas and legal counsel before bringing it back to the Commission. No action taken.

#### 4.7 Update on Water/Wastewater project-Provenance Engineering

Provenance Engineering was not able to attend. No action taken.

#### 4.8 Set up ACH to pay vendors

Commissioner Davis made a motion to approve Agenda Item 4.8. Mayor Hamilton seconded. The motion passed 2-0.

#### 4.9 Future meeting items and date

##### (a) Town hall vacation coverage

##### (b) Adoption of building codes

The Commission agreed that the next meeting will be held on June 17, 2024 at 6:30 p.m. The Town Hall office will be closed June 6, 2024 through June 11, 2024. Town Clerk will post notifications on the website and Facebook page. Regarding building codes, Whitt Wyatt will look into whether we have a written record of building codes previously adopted and will work with the Town Clerk on next steps.

**5. REPORTS:**

6. **CITIZEN COMMENTS:** The public may address the Commission regarding any item. Persons desiring to address the Commission must register on the sign-in sheet prior to the start of the meeting. Comments are limited to three (3) minutes.

*Limited reply by the Commission is allowed under The Texas Open Meetings Act as follows: (a) If, at a meeting of a governmental body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by this subchapter, the notice provisions of this subchapter do not apply to: (1) A statement of specific factual information given in response; or (2) A recitation of existing policy in response; (b) Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting*

7. **EXECUTIVE SESSION:** The Commission reserves the right to adjourn into executive session at any time during the meeting to discuss any of the matters listed on the agenda, as authorized by Texas Government Code Section 551.071, CONSULTATION WITH ATTORNEY.

Discuss and consider action following executive session.

**8. ADJOURN**

**Commissioner Davis made a motion to adjourn the meeting at 7:42 p.m. Mayor Hamilton seconded. The motion passed 2-0.**

**CERTIFICATION**

I hereby certify that the above notice of meeting was posted on or before Friday, May 17, 2024, prior to 6:30 p.m. at the Brock Community Center, 2115 FM 1189 Brock Texas 76087 and at Brock Town Hall, 2451 FM 1189, Brock, Texas 76087.

*Alyssa Vanesler*

Alyssa Vanesler  
Town Clerk

**ACCESSIBILITY STATEMENT**

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**NOTICE OF MEETING  
THE CITY COMMISSION OF BROCK, TEXAS**

MAYOR JAY HAMILTON-**ABSENT**  
COMMISSIONER BEN DAVIS  
COMMISSIONER DEBBIE SCRIMSHIRE

ATTORNEY WHITT L. WYATT  
TOWN CLERK ALYSSA VANESLER

**MEETING DATE AND TIME:**  
Monday, June 17, 2024, 6:30 PM

**MEETING LOCATION:**  
Brock Community Center  
2115 FM 1189 Brock TX 76087

**REGULAR AGENDA**  
Begins at 6:30pm

*Unless specifically noted otherwise, action may be taken on any item listed below*

**1. CALL TO ORDER AND ANNOUNCE QUORUM**

**Commissioner Scrimshire called the meeting to order at 6:31 p.m. A quorum was present to include Commissioner Ben Davis. Also present at the meeting: Town Clerk Alyssa Vanesler and via Zoom call, Attorney Whitt Wyatt**

**2. INVOCATION AND PLEDGE**

**Commissioner Scrimshire led the Commission and attendees in the invocation and the pledge.**

**3. CONSENT AGENDA:** All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.

3.1 Review Meeting Minutes from May 20, 2024

**Commissioner Davis made a motion to table Agenda item 3.1 until the next meeting. Commissioner Scrimshire seconded.**

3.2 Approval of Invoices for Payment:

- (a) Legal Services – WHF Invoice #371 (\$4,837.50)
- (b) Nextlink monthly phone service – 6/06/2024 Invoice (\$42.30)
- (c) Plat review invoices –Eagle Air Parc & Valley Spring (\$400)
- (d) Weatherford Democrat Publications – 3 (\$196)
- (e) TML Liability Invoice – 6/1/2024 (\$396.50)

**Commissioner Davis made a motion to approve Agenda Item 3.2. Commissioner Scrimshire seconded. The motion passed 2-0.**

3.3 Discuss authorizing Town Clerk to pay Town invoices

**Commissioner Davis made a motion for the Town Clerk to pay routine monthly expenses. Commissioner Scrimshire seconded. The motion passed 2-0. A resolution document will be included at the next Commission meeting.**

3.4 Review Monthly Financial Reports

**4. REGULAR AGENDA: Discussion and Possible action on the following**

**4.1 Eagle Air Parc Addition Re-Plat**

**Commissioner Davis made a motion to approve the Resolution for Eagle Air Parc final plat. Commissioner Scrimshire seconded. The motion passed 2-0.**

**4.2 Valley Spring Plat**

**Commissioner Davis made a motion to approve the Resolution for Valley Spring final plat. Commissioner Scrimshire seconded. The motion passed 2-0.**

**4.3 Budget Year 2023-2024 Amendment**

**Commissioner Davis made a motion to approve Agenda Item 4.3. Commissioner Scrimshire seconded. The motion passed 2-0.**

**4.4 Ordinance adopting a local building code**

**Whitt Wyatt asked the Commission if they prefer to adopt all building codes at once or choose specific codes. Commissioner Scrimshire said she prefers to adopt all at once versus picking and choosing. Commissioner Scrimshire made a motion to adopt Ordinance 2024-004. Commissioner Davis seconded. The motion passed 2-0.**

**4.5 Public Hearing - Outdoor Seating Ordinance**

**Commissioner Scrimshire opened the public hearing at 7:03 p.m. Attendee Gil Blackburn asked about public seating ordinance and what it entails. General information about the Ordinance was provided to Mr. Blackburn. Commissioner Scrimshire closed the public hearing at 7:05 p.m. Commissioner Davis made a motion to approve the Outdoor Seating Ordinance. Commissioner Scrimshire seconded. The motion passed 2-0.**

**4.6 Update on Water/Wastewater project - Provenance Engineering**

**No discussion. A Representative from Provenance Engineering was not in attendance.**

**4.7 Sign Permit Applications**

**Commissioner Davis made a motion to approve an application for Scoops Ice Cream to put up a monument sign. Commissioner Scrimshire seconded. The motion passed 2-0.**

**4.8 Verdunity proposal-maps**

**Commissioner Davis made a motion to approve the Verdunity maps proposal. Commissioner Scrimshire seconded. Motion passed 2-0.**

**4.9 Brock Taxpayer permit update**

**Town Clerk Alyssa Vanesler discussed a report from the TX Comptroller office which provided a list of businesses with updated Brock tax permit status. These businesses were not previously registered as Brock taxpayers.**

**4.10 Future meeting items and date**

(a) Discuss FY 2024-2025 Draft Budget

(b) Financial Audit presentation

**The Commission agreed that the next meeting will be held on July 15<sup>th</sup>**

**5. REPORTS:**

- 6. CITIZEN COMMENTS:** The public may address the Commission regarding any item. Persons desiring to address the Commission must register on the sign-in sheet prior to the start of the meeting. Comments are limited to three (3) minutes.



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Discuss and consider action following executive session.

## **8. ADJOURN**

**Commissioner Davis made a motion to adjourn the meeting at 7:12 p.m. Commissioner Scrimshire seconded. The motion passed 2-0.**

### **CERTIFICATION**

I hereby certify that the above notice of meeting was posted on or before Friday, June 14, 2024, prior to 6:30 p.m. at the Brock Community Center, 2115 FM 1189 Brock Texas 76087 and at Brock Town Hall, 2451 FM 1189, Brock, Texas 76087.

*Alyssa Vanesler*

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Alyssa Vanesler  
Town Clerk

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**TOWN OF BROCK**  
**COMMISSION AGENDA BRIEFING**  
**July 15, 2024**

**Agenda Item 3.2**

**Title**

Review Town monthly financial reports

**Item Summary**

Review recent activity of public funds checking account

**Attachments**

1. Town of Brock-Public Funds checking account activity

**Town of Brock - Public Funds Checking Account**

Per Bank Activity:

Beginning Balance (as of January 30, 2024)	\$937,233.88
Deposits	\$51,645.02
Disbursements	-\$6,890.79
Ending Balance (As of February 22, 2024)	<u>\$981,988.11</u>
Beginning Balance (as of February 29, 2024)	\$981,967.92
Deposits	\$22,978.39
Sales Tax Income	\$22,978.39
Franchise Tax Income	\$0.00
Permit Revenue	\$300.00
Disbursements	-\$110,058.96
Ending Balance (As of March 13, 2024)	<u>\$895,187.35</u>
Beginning Balance (as of March 31, 2024)	\$868,729.24
Deposits	\$25,640.49
Sales Tax Income	\$25,315.49
Franchise Tax Income	\$0.00
Permit Revenue	\$325.00
Disbursements	-\$1,404.10
Ending Balance (As of April 12, 2024)	<u>\$892,965.63</u>
Beginning Balance (as of April 30, 2024)	\$990,294.27
Deposits	\$63,011.94
Sales Tax Income	\$34,777.12
Franchise Tax Income	\$25,058.63
Permit Revenue	\$3,176.19
Disbursements	-\$2,406.98
Ending Balance (As of May 16, 2024)	<u>\$1,050,899.23</u>
Beginning Balance (as of May 31, 2024)	\$1,041,984.96
Deposits	\$75.00
Sales Tax Income	
Franchise Tax Income	
Permit Revenue	\$75.00
Disbursements*	
Ending Balance (As of June 13, 2024)	<u>\$1,042,059.96</u>
<b>Beginning Balance (as of June 30, 2024)</b>	<b>\$1,061,954.58</b>
<b>Deposits</b>	<b>\$28,215.67</b>
Sales Tax Income	\$28,215.67
Franchise Tax Income	
Permit Revenue	
<b>Disbursements</b>	<b>\$4,464.50</b>
<b>Ending Balance (As of July 12, 2024)</b>	<b><u>\$1,085,705.75</u></b>

**Note: Invoices Paid in July as of July 11, 2024**

	<b>Amount</b>
Parker County Precinct #3 - Turn Sign replaced at Olive Branch Rd	\$237.80
Wyatt Hamilton Findlay 6.30.24 Invoice	\$2,871.25
Weatherford Democrat June Publications	\$92.40
Nextlink	\$45.80

**TOWN OF BROCK  
COMMISSION AGENDA BRIEFING  
JULY 15, 2024**

**Agenda Item 4.1**

**Title**

*Financial Audit Presentation*

**Item Summary**

BMY, the audit firm selected to perform a financial audit for the Fiscal Years ending September 30, 2022 and 2023, will review their audit report.

**Attachments**

1. Financial Audit Report

**TOWN OF BROCK, TEXAS**

Annual Financial Report

Fiscal Year Ended

September 30, 2023

**TOWN OF BROCK, TEXAS**  
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**Year Ended September 30, 2023**

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**INDEPENDENT AUDITOR'S REPORT**

To the Honorable Mayor and Town Commission  
Town of Brock, Texas

**Opinions**

We have audited the accompanying financial statements of the governmental activities and major fund of the Town of Brock, Texas (the Town) as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the Town as of September 30, 2023, and the respective changes in financial position thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

**Basis for Opinions**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Town and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

**Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

## **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.



### **Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Granbury, Texas  
July   , 2024

**MANAGEMENT'S DISCUSSION  
AND ANALYSIS**

**TOWN OF BROCK, TEXAS  
MANAGEMENT'S DISCUSSION AND ANALYSIS**

**INTRODUCTION**

As management of the Town of Brock Texas, we offer readers of the Town's financial statements this narrative overview and analysis of the financial activities of the Town for the fiscal year ended September 30, 2023. We encourage readers to consider the information presented here.

Management's discussion and analysis ("MD&A") has been designed to [1] assist readers and interested parties in focusing on significant financial issues [2] provide an overview of the Town's financial activity, [3] identify changes in the Town's financial position, including its ability to address the next and subsequent years challenges, [4] identify material deviations from the approved budgets adopted by the Town Commission (those charged with governance), and [5] identify individual fund issues or concerns.

Because MD&A focuses on the current year's activity, resulting changes and currently known facts, you are encouraged to read it in conjunction with the basic financial statements including notes thereto, required supplemental information, and other supplementary data provided below. Certain comparative information between the current fiscal year and the prior fiscal year is required to be presented in the MD&A. However, because this is the first year of financial reporting for the Town, comparative information for the government-wide statement of activities and the statement of revenues, expenditures and changes in fund balance – governmental fund does not exist. Subsequent reports will include this comparative information.

**FINANCIAL HIGHLIGHTS**

- The assets of the Town exceeded its liabilities at the close for the most recent year by \$917,856 (net position) for the year reported. This compares to the previous year when assets exceeded liabilities by \$709,624.
- The Town's total net position increased by \$208,232 for the year reported.
- As of the close of the current year, the Town's governmental fund reported ending fund balance of \$917,856. This compares to the prior ending fund balance of \$574,959.

**Overview of the Financial Statements**

This discussion and analysis is intended to serve as an introduction to the Town's basic financial statements. The Town's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

**Government-wide Financial Statements.** The government-wide financial statements are designed to provide readers with a broad overview of the Town's finances, in a manner similar to a private-sector business. They present the picture of the Town from an economic resources measurement focus using the accrual basis of accounting. There are two government-wide statements: the statement of net position and the statement of activities.

The statement of net position presents information on all of the Town's assets and liabilities, with the difference between them presented as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future periods (e.g., uncollected taxes).

Both of the government-wide financial statements distinguish functions of the Town that are principally supported by taxes. The governmental activities of the Town include general government and streets.

The government-wide financial statements can be found on pages 11-12 of this report.

**Fund financial statements.** A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The Town has only one governmental fund.

- Governmental fund – The Town's services are reported in a governmental fund, which focuses on how money flows into and out of the fund and the balance left at the end of the year that are available for spending. This fund is reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short-term view of the Town's general government operations and the basic services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the Town's programs.
- The Town adopts an annual appropriated budget for its General Fund. A budgetary comparison schedule has been provided on page 25 for the fund to demonstrate compliance with this budget.

**Notes to the Financial Statements.** The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 18-23 of this report.

**Other Information.** In addition to the basic financial statements and accompanying notes, this report also presents a budgetary comparison schedule, which can be found on page 25 of this report.

**GOVERNMENT-WIDE FINANCIAL ANALYSIS**

The following table reflects the condensed statements of net position as of September 30:

	<u>2023</u>	<u>2022</u>
Current Assets	\$ 929,638	\$ 719,520
<b>Total Assets</b>	<u>929,638</u>	<u>719,520</u>
Current Liabilities	11,782	9,896
<b>Total Liabilities</b>	<u>11,782</u>	<u>9,896</u>
Net Position		
Unrestricted	917,856	709,624
<b>Total Net Position</b>	<u>\$ 917,856</u>	<u>\$ 709,624</u>

As of both September 30, 2023 and 2022, the Town's total assets were primarily comprised of cash and cash equivalents. The Town's net position increased \$208,232 (29.3%) during the fiscal year to a balance of \$917,856. The entirety of the Town's net position is unrestricted and may be used to meet the government's ongoing obligations to its citizens and creditors.

The following table provides a summary of the Town's changes in net position for the year ended September 30, 2023:

<b>General Revenues</b>	
Sales and use taxes	\$ 309,044
Franchise taxes	99,721
Mixed beverage taxes	3,300
Miscellaneous	2,351
	<u>414,416</u>
<b>Expenses</b>	
General government	116,208
Streets	89,976
	<u>206,184</u>
Change in net position	208,232
Net position, beginning	<u>709,624</u>
Net position, ending	<u>\$ 917,856</u>

For the year ended September 30, 2023, sales and use taxes comprised 74.6% of total revenues and general government comprised 56.4% of total expenses. The government's net position increased by \$208,232 during the fiscal year.

### **FINANCIAL ANALYSIS OF THE TOWN'S FUNDS**

The focus of the Town's governmental fund is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Town's financing requirements; in particular, unassigned fund balance may serve a measure of a government's net resources available for spending at the end of the fiscal year.

The Town's governmental fund balance at September 30, 2023 and 2022 totaled \$917,856 and \$574,959, respectively, of which 99.8% and 100%, respectively, was unassigned. The governmental fund reported total assets of \$929,638 and \$719,520 at September 30, 2023 and 2022, respectively. The primary reason for the increase in assets was an increase in cash and cash equivalents of \$307,337, which was largely driven by collection during the fiscal year of franchise fees related to fiscal years 2021 and 2022. Total liabilities at September 30, 2023, increased over the balance at September 30, 2022, by \$1,886 or 19.1%. While the Town reported no deferred inflows of resources at September 30, 2023, the balance of deferred inflows of resources at September 30, 2022 was \$134,665. The entirety of this balance related to franchise fees receivable at September 30, 2022 that were not considered to be available because they were not collected within 60 days of the end of the fiscal year.

For the year ended September 30, 2023, sales and use taxes comprised 56.3% of total revenues and general government comprised 56.4% of total expenditures. Fund balance increased by \$342,897 during the year ended September 30, 2023.

### **GENERAL FUND BUDGETARY HIGHLIGHTS**

Actual general fund revenues were more than budgeted revenues by \$220,581 (67.1%) primarily due to franchise fees revenues exceeding budget by \$154,386 during the year. Actual general fund expenditures were less than budgeted expenditures by \$46,816 (18.5%) primarily because actual expenditures for streets were less than the budgeted amount by \$40,024 during the year.

### **CAPITAL ASSETS**

The Town had no material capital assets during the year ended September 30, 2023.

### **LONG-TERM DEBT**

The Town had no long-term debt outstanding during the year ended September 30, 2023.

### **ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS**

The original fiscal year 2024 general fund budgeted revenues are \$400,500 and budgeted expenditures are \$340,550. The majority of the anticipated decrease in revenues relates to franchise fees, as the fiscal year 2023 franchise fees revenue included amounts related to prior periods that were not recognizable in those prior periods because the amounts were not available to pay liabilities of those periods. A portion of the increase in anticipated expenditures relates to an update of the Town's comprehensive plan, including updating Town maps and zoning ordinances.

### **CONTACTING THE TOWN'S FINANCIAL MANAGEMENT**

This financial report is designed to provide our citizens, customers, investors and creditors with a general overview of the Town's finances. If you have questions about this report or need any additional information, contact the Town Clerk, 2451 FM 1189, Ste. B, Brock, Texas 76087.

## **BASIC FINANCIAL STATEMENTS**



**TOWN OF BROCK, TEXAS**

**Statement of Net Position**

**September 30, 2023**

	<u>Primary Government</u> <u>Governmental</u> <u>Activities</u>
<b>ASSETS:</b>	
Cash and cash equivalents	\$ 842,230
Taxes receivable	85,308
Prepaid expenses	2,100
Total Assets	<u>929,638</u>
<b>LIABILITIES:</b>	
Accounts payable	11,782
Total Liabilities	<u>11,782</u>
<b>NET POSITION:</b>	
Unrestricted	917,856
Total Net Position	<u>\$ 917,856</u>

The accompanying notes are an integral part of this statement.

**TOWN OF BROCK, TEXAS**  
**Statement of Activities**  
**For the Year Ended September 30, 2023**

Functions/Programs	Expenses	Program Revenues Fines, Fees, and Charges for Services	Net (Expense) Revenue and Changes in Net Primary Government Governmental Activities
<b>PRIMARY GOVERNMENT:</b>			
Governmental Activities:			
General government	\$ 116,208	\$ -	\$ (116,208)
Streets	89,976	-	(89,976)
Total Primary Government	\$ 206,184	\$ -	\$ (206,184)
General revenues:			
Sales and use taxes			309,044
Franchise fees			99,721
Mixed beverage taxes			3,300
Miscellaneous			2,351
Total general revenues			414,416
Change in net position			208,232
Net position - Beginning			709,624
Net position - Ending			\$ 917,856

The accompanying notes are an integral part of this statement.

**TOWN OF BROCK, TEXAS**  
**Balance Sheet - Governmental Fund**  
**September 30, 2023**

	<u>General Fund</u>
<b>ASSETS:</b>	
Cash and equivalents	\$ 842,230
Taxes receivable	85,308
Prepaid expenditures	<u>2,100</u>
Total Assets	<u><u>\$ 929,638</u></u>
 <b>LIABILITIES:</b>	
Accounts payable	<u>\$ 11,782</u>
Total Liabilities	11,782
 <b>FUND BALANCE:</b>	
Nonspendable	2,100
Unassigned	<u>915,756</u>
Total Fund Balance	<u><u>917,856</u></u>
Total Liabilities and Fund Balance	<u><u>\$ 929,638</u></u>

The accompanying notes are an integral part of this statement.

**TOWN OF BROCK, TEXAS**  
**Reconciliation of the Governmental Fund Balance Sheet**  
**to the Statement of Net Position**  
**September 30, 2023**

<b>Total fund balance - governmental fund balance sheet</b>	\$ 917,856
No applicable reconciling items at September 30, 2023	-
<b>Net position of governmental activities</b>	<u><u>\$ 917,856</u></u>

The accompanying notes are an integral part of this statement.

**TOWN OF BROCK, TEXAS**

**Statement of Revenues, Expenditures, and Changes  
in Fund Balance - Governmental Fund  
For the Year Ended September 30, 2023**

	General Fund
	<u>                    </u>
<b>REVENUE</b>	
Sales and use tax	\$ 309,044
Franchise fees	234,386
Mixed beverage tax	3,300
Miscellaneous	2,351
Total revenues	<u>549,081</u>
 <b>EXPENDITURES</b>	
Current:	
General government	116,208
Streets	89,976
Total expenditures	<u>206,184</u>
<b>Excess of Revenues</b>	
<b>Over Expenditures</b>	342,897
 <b>Fund Balance - Beginning</b>	574,959
 <b>Fund Balance - Ending</b>	<u><u>\$ 917,856</u></u>

The accompanying notes are an integral part of this statement.

**TOWN OF BROCK, TEXAS**  
**Reconciliation of the Statement of Revenues, Expenditures,**  
**and Changes in Fund Balance of Governmental Fund**  
**to the Statement of Activities**  
**For the Year Ended September 30, 2023**

**Net change in fund balance - total governmental fund** \$ 342,897

Amounts reported for governmental activities in the Statement of Activities are different because:

Certain revenues in the government-wide statement of activities that do not provide current financial resources are not reported as revenue in the governmental fund. (134,665)

**Change in net position of governmental activities** \$ 208,232

The accompanying notes are an integral part of this statement.

## **NOTES TO FINANCIAL STATEMENTS**

**TOWN OF BROCK, TEXAS**  
**Notes to the Financial Statements**

**NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The Town of Brock, Texas (the Town) was incorporated by a majority vote on November 8, 2016 as a Class C general law municipality under the provisions of Chapter 8 Section 8.001 et. seq. of the Texas Local Government Code. The Town is an independent political subdivision of the State of Texas governed by an elected commission and a mayor and is considered a primary government.

The accounting policies of the Town conform to accounting principles generally accepted in the United States of America (GAAP) applicable to state and local governments. General accepted accounting principles for local governments include those principles prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants in the publication entitled Audits of State and Local Governmental Units. The significant accounting policies of the Town are described below:

**A. The Reporting Entity**

As required by accounting principles generally accepted in the United States of America, these financial statements include the primary government and organizations for which the primary government is financially accountable and other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

The definition of the reporting entity is based primarily on the notion of financial accountability. A primary government is financially accountable for the organizations that make up its legal entity. It is also financially accountable for legally separate organizations if its officials appoint a voting majority of an organization's government body and either it is able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or to impose specific financial burdens on, the primary government. A primary government may also be financially accountable for governmental organizations that are fiscally dependent on it.

A primary government has the ability to impose its will on an organization if it can significantly influence the programs, projects, or activities of, or the level of services performed or provided by, the organization. A financial benefit or burden relationship exists if the primary government (a) is entitled to the organization's resources; (b) is legally obligated or has otherwise assumed the obligation to finance the deficits of, or provide financial support to, the organization; or (c) is obligated in some manner for the debt of the organization.

Some organizations are included as component units because of the fiscal dependency on the primary government. An organization is fiscally dependent on the primary government if it is unable to adopt its budget, levy taxes, set rates or charges, or issue bonded debt without approval by the primary government.

The Town has no component unit.



TOWN OF BROCK, TEXAS  
Notes to the Financial Statements**NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)****B. Basis of Presentation****Government-wide Statements:**

The statement of net position and the statement of activities include the financial activities of the overall government. Governmental activities generally are financed through sales and use taxes and franchise fees.

The statement of activities presents a comparison between each function of the Town's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. The Town does not allocate indirect expenses in the statement of activities. Program revenues include (a) fees, fines, and charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

**Fund Financial Statements:**

The fund financial statements provide information about the Town's fund. There were no other funds to be aggregated and reported as nonmajor funds.

The Town reports the following major Governmental fund:

The ***General Fund*** is the Town's primary operating fund. This fund is used to account for all financial resources not reported in other funds. All general tax revenues and other receipts that are not restricted by law or contractual agreement to some other fund are accounted for in this fund. General operating expenditures, fixed charges and capital improvement costs that are not paid through other funds are paid from the General Fund.

**C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental Fund Financial Statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measureable and available. Revenues are considered to be available when they are collectable within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Town considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

TOWN OF BROCK, TEXAS  
Notes to the Financial Statements

**NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**D. Budgetary Control**

The annual budget is adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The Town Commission follows these procedures in establishing budgetary data reflected in the financial statements:

- a. Prior to the beginning of the fiscal year, proposed operating budget is submitted for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them for the general fund.
- b. Public hearings are conducted to obtain taxpayer comments.
- c. Prior to October 1, the budget is legally enacted through passage of an ordinance.
- d. The budget may be amended with the approval of the Town Commission.
- e. Budgetary control is maintained at the line item level, subject to adjustments permitted as described above.

**E. Cash and Equivalents**

Highly liquid investments are considered to be cash equivalents if they have an original maturity of three months or less when purchased.

**F. Capital Assets**

Capital assets purchased or constructed are reported at cost or estimated historical cost. Donated capital assets are recorded at their estimated fair value at the date of the donation. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized. Public domain ("infrastructure") general fixed assets consisting of certain improvements other than buildings, including roads, bridges, curbs and gutters, streets and sidewalks, drainage systems, and lighting systems, are capitalized along with other capital assets. As of September 30, 2023, the Town had no material capital assets.

**G. Deferred Outflows/Inflows of Resources**

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The Town had no material deferred outflows of resources as of September 30, 2023.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Town had no material deferred inflows of resources as of September 30, 2023.

**NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**H. Fund Balance and Net Position**

The governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the Town is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

- **Non-spendable:** This classification includes amounts that cannot be spent because they are either (a) not in the spendable form or (b) are legally or contractually required to be maintained intact. Non spendable items are not expected to be converted to cash or are not expected to be converted to cash within the next year. All amounts reported by the Town as nonspendable at September 30, 2023, are nonspendable in form (prepaid expenditures).
- **Restricted:** This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation.
- **Committed:** This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by board resolution of the Town Commission, the Town's highest level of decision making authority. These amounts cannot be used for any other purpose unless the Town Commission removes or changes the specified use by taking the same type of action that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements.
- **Assigned:** This classification includes amounts that are constrained by the Town's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the Town Commission.
- **Unassigned:** This classification includes the residual fund balance for the General Fund. The unassigned classification also includes negative residual fund balance of any other governmental fund that cannot be eliminated by offsetting of assigned fund balance amounts.

In circumstances where expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be extended is as follows: restricted fund balance, followed by committed fund balance, assigned fund balance, and lastly unassigned fund balance. Net position represents the difference between assets and liabilities. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets, and adding back unspent proceeds. Net position is reported as restricted when there are limitations imposed on its use either through the enabling legislations adopted by the Town or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. In circumstances where an expense is to be made for a purpose for which amounts are available in multiple net position classifications, restricted position will be fully utilized first followed by unrestricted as necessary.

TOWN OF BROCK, TEXAS  
Notes to the Financial Statements**NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)****I. Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**J. Implementation of New Accounting Standard**

In 2023, the Town implemented GASB Statement No. 96, *Subscription-Based Information Technology Arrangements* (SBITAs). The objective of this statement is to better meet the needs of financial statement users by improving accounting and financial reporting for SBITAs by governments. This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset – an intangible asset – and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, *Leases*, as amended.

The Town did not have any SBITAs that met the criteria of GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*, for fiscal year 2023.

**NOTE 2. DEPOSITS**

Cash and equivalents as of September 30, 2023 consist entirely of cash deposits totaling \$842,230. The Town does not have formal policies that limit its allowable deposits or investments or address the specific types of risk to which the Town is exposed. Deposits are subject to the following risk:

**Custodial Credit Risk**

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The Public Funds Investment Act requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit).

At September 30, 2023, both the carrying amount of the Town's cash on hand and deposits and the bank balance were \$842,230. \$250,000 of the bank balance was covered by depository insurance under the Federal Depository Insurance Corporation (FDIC) and the remaining \$592,230 was covered by collateral held in the pledging bank's trust department in the Town's name.

**NOTE 3. RISK MANAGEMENT**

The Town is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The Town insures all major categories of risk comparable to that of the prior year with the Texas Municipal League. The Town is responsible only to the extent of premiums paid and contributions made to Texas Municipal League. There have been no significant changes in insurance coverage as compared to last year and settlements have not exceeded coverage in each of the past three fiscal years.

**TOWN OF BROCK, TEXAS**  
**Notes to the Financial Statements**

**NOTE 4. CONCENTRATION OF REVENUE**

A significant source of revenues for the Town is franchise fees collected from an electric cooperative. Any reduction of these revenues could adversely affect the Town's ability to operate effectively.

**NOTE 5. COMMITMENTS**

The Town had a contractual commitment as of September 30, 2023, of \$500,000 for engineering services.

The Town has entered into a lease agreement for office space under which it is obligated to pay rent of \$700 per month through the expiration date of September 30, 2024.

**NOTE 6. AMERICAN RESCUE PLAN ACT FUNDS**

Under two beneficiary agreements effective August 15, 2023, the Town was allocated a total of \$750,000 of American Plan Rescue Act (ARPA) funds that had been allocated to Parker County. Under the agreements, the funds are to be used exclusively for the purpose of water and wastewater master planning support during the period April 10, 2023 through April 10, 2024. Any unused funds are subject to reallocation by Parker County unless the Town requests and receives an extension of time from Parker County. Through September 30, 2023, the Town had not incurred any qualifying expenditures under this agreement. During the period October 1, 2023 through April 10, 2024, the Town had incurred qualifying expenditures under the agreements totaling \$231,500, and subsequently received reimbursements from Parker County totaling this amount in accordance with the terms of the agreements. As of the date that these financial statements were available to be issued, the Town was seeking to receive an extension of time to incur qualifying expenditures under the agreements from Parker County.

**REQUIRED SUPPLEMENTARY INFORMATION**

**TOWN OF BROCK, TEXAS**  
**General Fund**  
**Budgetary Comparison Schedule**  
**For the Year Ended September 30, 2023**

	Budgeted Amounts		Actual	Variance with
	Original	Final		Final Budget
				Positive (Negative)
<b>REVENUE</b>				
Sales and use tax	\$ 245,000	\$ 245,000	\$ 309,044	\$ 64,044
Franchise fees	80,000	80,000	234,386	154,386
Other	3,500	3,500	5,651	2,151
Total revenues	<u>328,500</u>	<u>328,500</u>	<u>549,081</u>	<u>220,581</u>
<b>EXPENDITURES</b>				
Current:				
General government				
Administrative & office expenses	50,000	50,000	43,764	6,236
Election	8,000	8,000	-	8,000
Insurance	5,000	5,000	2,455	2,545
Legal and professional fees	60,000	60,000	69,989	(9,989)
Streets	<u>130,000</u>	<u>130,000</u>	<u>89,976</u>	<u>40,024</u>
Total expenditures	<u>253,000</u>	<u>253,000</u>	<u>206,184</u>	<u>46,816</u>
<b>Excess (Deficiency) of Revenues</b>				
<b>Over (Under) Expenditures</b>	<u>75,500</u>	<u>75,500</u>	<u>342,897</u>	<u>267,397</u>
<b>Net Change in Fund Balance</b>	<u>75,500</u>	<u>75,500</u>	<u>342,897</u>	<u>267,397</u>
<b>Fund Balance - Beginning</b>	574,959	574,959	574,959	-
<b>Fund Balance - Ending</b>	<u>\$ 650,459</u>	<u>\$ 650,459</u>	<u>\$ 917,856</u>	<u>\$ 267,397</u>

**TOWN OF BROCK  
COMMISSION AGENDA BRIEFING  
JULY 15, 2024**

**Agenda Item 4.2**

**Title**

*Seek direction on drafting budget for FY 2024-2025*

**Item Summary**

Review draft budget and provide feedback for final budget, which is anticipated to be presented at a public hearing during the August monthly Commission meeting.

**Attachments**

1. Draft Budget for FY 2024-2025



**EXHIBIT A  
TOWN OF BROCK, TEXAS FISCAL YEAR 2024-2025 DRAFT BUDGET**

Revenues	Actual (YTD) October 1, 2023 - June 30, 2024	Estimated July - September 2024	Projected FY 2023- 2024	Proposed Budget 2024-2025 Fiscal Year	Comments
Sales & Use Tax	\$242,881.58	\$80,000.00	\$322,881.58	\$320,000.00	
Franchise Fee	\$77,892.53	25,000.00	102,892.53	\$100,000.00	
Mixed Beverage Tax	\$1,896.19	\$1,300.00	\$3,196.19	\$3,000.00	
Permits/Applications/Misc. Revenue	\$5,843.92	\$1,200.00	\$7,043.92	\$6,000.00	
ARPA Water/Wastewater Study Grant*	\$231,500.00	\$290,000.00	\$521,500.00	\$228,500.00	Based on remaining ARPA grant funds per contract
<b>Total Revenues</b>	<b>\$560,014.22</b>	<b>\$397,500.00</b>	<b>\$957,514.22</b>	<b>\$657,500.00</b>	
Expenditures	Actual (YTD) October 1, 2023 - June 30, 2024	Estimated July - September 2024	Projected FY 2023- 2024	Proposed Budget 2024-2025 Fiscal Year	Comments
Comprehensive Plan and Map Updates	\$0.00	-\$15,000.00	-\$15,000.00	-\$60,000	One time expense for updating Comp. plan
Insurance/Bond	-\$2,294.24	-\$396.50	-\$2,690.74	-\$5,000	Same proposed budget as last FY
Legal/Accounting/Consultants	-\$61,214.33	-\$16,500.00	-\$77,714.33	-\$80,000	
ARPA Water/Wastewater Study Grant	-\$231,500.00	-\$290,000.00	-\$521,500.00	-\$228,500.00	ARPA Funded Project
Newspaper publications	-\$693.75	-\$250.00	-\$943.75	-\$1,200	Same proposed budget as last FY
Office Expense	-\$22,566.32	-\$1,820.00	-\$24,386.32	-\$7,500	Included Town Clerk Independent Contractor Status thru 3/31/24, software subscriptions, office supplies, postage, telephone, County filing fees
Town Clerk	-\$7,570.43	-\$10,360.00	-\$17,930.43	-\$39,000	Includes Town Clerk employee wages/taxes
Road/Sign Repairs	\$0.00	-\$237.80	-\$237.80	-\$130,000	Same proposed budget as last FY
Rent/Lease	-\$6,885.00	-\$2,193.32	-\$9,078.32	-\$9,210	Town Hall office rent and Brock Community Center (included 5 additional Commission mtgs for possible special mtgs)
Elections	\$0.00	\$0.00	\$0.00	-\$7,500	Prior budgeted amt \$7,500
Community Events	-\$10,000.00	\$0.00	-\$10,000.00	-\$10,000	
<b>Total Expenditures</b>	<b>-342,724.07</b>	<b>-336,757.62</b>	<b>-679,481.69</b>	<b>-\$577,910.00</b>	
<b>Over/(Under)</b>	<b>217,290.15</b>	<b>60,742.38</b>	<b>278,032.53</b>	<b>\$79,590.00</b>	Revenue expected to be greater than Expenditures

**\$1,061,954.58** Public Fund Checking Acct Balance as of 6/30/2024  
**\$79,590.00** Projected Un-allocated cash reserves for FY 2024-2025  
**1,141,544.58** Estimated Account Balance

**TOWN OF BROCK  
COMMISSION AGENDA BRIEFING  
July 15, 2024**

**Agenda Item 4.3**

**Title**

Town Hall office lease

**Item Summary**

Review Town Hall office lease agreement

**Attachments**

1. Town Hall Commercial Lease Agreement

# COMMERCIAL LEASE AGREEMENT

THE PARTIES. This Lease Agreement dated June 27, 2024 is between:

The Lessor is a business entity known as Learn 2 Live with a mailing address of 5125 FM 1189, Brock, Texas, 76087, hereinafter referred to as the "Lessor."

AND

The Lessee is a Texas municipality known as Town of Brock with a mailing address of the Property's Address, hereinafter referred to as the "Lessee."

The Lessor and Lessee hereby agree as follows:

DESCRIPTION OF LEASED PREMISES. The Lessor agrees to lease to the Lessee the following described 250 square feet (SF) of retail space referred to as Suite B (the "Leased Premises" or "Premises"), located at 2451 FM 1189, Brock, Texas, 76087 (the "Property").

Hereinafter referred to as the "Premises".

USE OF LEASED PREMISES. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for any legal use allowed in accordance with local, State, and Federal laws.

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of this Lease Agreement.

NON-EXCLUSIVE USE. Lessee's exclusive use of the property shall be limited solely to the Premises (as defined in this Lease) and the Lessor shall be entitled to lease other areas of the property to any same or like use as the Lessee.

TERM OF LEASE. This Lease shall commence on June 27, 2024 (the "Effective Date") and expire at 11:59 p.m. September 30, 2025 ("Initial Term"). The term of this Lease may be extended for one or more renewal terms in conformance with the renewal provisions contained in this Lease.

RENT AMOUNT. Payment shall be made by the Lessee to the Lessor in the amount of \$700.00 per month for the Initial Term of this Lease Agreement hereinafter referred to as the "Rent."

RENT PAYMENT. The Rent shall be paid under the following instructions:

Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later than the 1st of every month.

Rent shall be paid by the Lessee to the Lessor's aforementioned mailing address.

RETURNED CHECKS (NSF). If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Lessee will be subject to a fee of \$25.00 in addition to any late fee.

LATE FEE. The Lessor shall charge a late payment fee if rent is not paid on time in the following amount:

The Lessee shall be charged a late fee in the amount of \$25.00 per occurrence if the rent is not paid after the 5th day payment is due.

OPTION TO RENEW. Lessee shall have the right to renew this lease, subject to Lessor's approval (which shall not be unreasonably withheld. Lessee will provide written notice of Lessee's intention to renew lease on or before August 31st of each year. If Lessee fails to provide timely notice of its intent to renew this Lease, Lessor may, at its option, terminate this Lease at the end of the then current term or allow Lessee to be considered as "holding over" in conformance with the holdover provisions contained in this Lease.

RENEWAL PERIODS. Each renewal period shall begin on October 1st and end on September 30th of the following calendar year (i.e., Lessee's fiscal year). Each renewal period will be subject to all terms and conditions of this Lease, unless otherwise agreed by the parties in writing.

EXPENSES. This Lease is intended to be a gross lease with the responsibility of the expenses being as follows:

It is the intention of the Parties, and they hereby agree, that the above mentioned Rent is the entirety of the payment due per month and expenses payable by Lessee to Lessor and Lessee is not obligated to pay any additional expenses including real estate taxes, insurance (other than on the Lessee's personal property) liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Lessor shall be obligated to maintain the general exterior structure of the Premises and, in addition, shall maintain all major systems such as the heating, plumbing and electrical, and shall maintain the parking area and shall also provide snow removal and ground maintenance of the grounds and lands surrounding the Premises, except as hereinafter set forth. The Lessor will maintain, at their expense, casualty insurance insuring the leased Premises against loss by fire and negligence. The Lessee shall not have to provide or maintain personal liability or property damage insurance as a lessee.

UTILITIES. The Lessor shall be responsible for the following utilities on the Premises: internet, water, electric, trash

SECURITY DEPOSIT. A security deposit \$500 will be required in advance upon the signing of this Lease.

**FURNISHINGS.** The Lessor will not provide any furnishings to the Lessee under this Lease.

**PARKING.** Parking shall be provided to the Lessee in a shared manner provided on the Premises. There is no set number of parking spaces provided to the Lessee. There shall be no fee charged to the Lessee for the use of the Parking Space(s).

**LEASEHOLD IMPROVEMENTS.** The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

**LICENSES AND PERMITS.** A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

**MAINTENANCE.** The Lessor shall be responsible for all repairs and maintenance due to normal wear and tear on the Property (including the Premises). Particularly items which need immediate attention including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning of bathrooms, clearing of toilets, etc. The Lessor shall properly maintain the premises in a good, safe and clean condition and shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances. In the event the Property (including the Premises) is damaged as a result of any negligence of Lessee, its officers or employees, or as a direct result of Lessee's use and occupancy of the Premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage.

In the event the building of the leased premises is damaged as a result of any neglect or negligence of Lessee, his employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage.

**SALE OF PROPERTY.** In the event of a sale of the Premises the Lessor shall have the right to terminate this Lease Agreement by submitting written notice to the Lessee no later than sixty (60) days prior to the date of termination.

**HVAC MAINTENANCE.** Lessor will provide or engage a reputable and experienced firm for the purpose of periodically inspecting and maintaining the heating ventilating, and air conditioning equipment located on the Premises, hereinafter referred to as the "HVAC System." In addition, the Lessor shall be responsible for all costs associated to the everyday upkeep and maintenance of said HVAC System.

**COMMON AREAS.** The Lessor shall be responsible for any costs related to the maintenance and upkeep of the common areas which is defined as space used by more than one (1) of the Lessees on the Property. Common areas, include but are not limited to, entry-ways, bathrooms, meeting rooms, and any other space on the Property that is shared by the Lessees or Co-Tenants.

**INSURANCE.** In the event Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

**SUBLET/ASSIGNMENT.** The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased premises or any part thereof.

**DAMAGE TO LEASED PREMISES.** In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this Lease (including any renewal period), at its sole expense, keep the interior of the Leased Premises in as good a condition and repair as on the Effective Date of this Lease, reasonable wear and use excepted. The Lessee's use of the Premises shall not be in violation of applicable state or federal law, and the Lessee shall not be allowed to keep or maintain any hazardous waste materials or contaminants on the premises.

HAZARDOUS MATERIALS LAWS. Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 {CERCLA), the Resource Conservation and Recovery Act {RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

LESSEE'S DEFAULT AND POSSESSION. In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than thirty (30) days after receiving written notice and opportunity to cure said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may, upon forty-eight {48) hours separate written notice, re-enter said premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of any rental amounts or expenses owed by Lessee to Lessor through the date of re entry under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of an uncured default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

LESSOR'S DEFAULT. In the event that the Lessor is default of any term or condition of this Lease, the Lessee may send written notice of default to the Lessor. If said default has not been cured within ten (10) days from receiving such notice the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations,

including any further obligation to pay any Rent or expenses that would have accrued after the date of termination.

In the event either party is unable to timely cure a default in conformance with the foregoing default provisions and is diligently pursuing such cure, the party may, upon written notice to the other party, be entitled to a reasonable period of additional time in which to cure the same; provided, that in no event shall either party be entitled to more than thirty (30) additional days to cure.

DISPUTES. If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith." Afterwards, if the dispute is not resolved then the Lessor and Lessee shall seek mediation in accordance with the laws in the State of Texas. If the Lessor and Lessee fail to resolve the dispute through mediation then the American Arbitration Association shall be used in accordance with their rules. Lessor and Lessee agree to the binding effect of any ruling or judgment made by the American Arbitration Association.

INDEMNIFICATION. To the extent allowed by law, Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further to the extent allowed by law, shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

BANKRUPTCY - INSOLVENCY. The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

SUBORDINATION AND ATTORNMENT. Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease



shall not be divested or in any way affected by foreclosure or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

USAGE BY LESSEE. Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured, nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Lessees of the building.

SIGNAGE. Lessee shall not place on any exterior door, wall or window of the premises any sign or advertising matter without Lessor's prior written consent and the approval of the local municipality.

Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

PETS. No pets shall be allowed on the premises without the prior written permission of Lessor unless said pet is required for reasons of disability under the Americans with Disability Act.

CONDITION OF PREMISES/INSPECTION BY LESSEE. The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.

AMERICANS WITH DISABILITY ACT. Per 42 U.S. Code 5 12183 if the Lessee is using the Premises as a public accommodation (e.g. restaurants, shopping centers, office buildings) or there are more than 15 employees the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, lessors, and lessees of commercial properties are all responsible for ADA compliance. If the Premises is not in compliance with the Americans with Disability Act any modifications or construction will be the responsibility of the Lessor.

RIGHT OF ENTRY. The Lessor and its authorized agents shall have the right of entry to the Premises upon twenty-four (24) hours' written notice (email is acceptable) for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. Lessor shall use reasonable efforts to minimize any disruption of or interference with Lessee's use of the Premises when entering the property for such purposes. Notwithstanding any provision to the contrary in this paragraph, the Lessor shall have the right to immediately enter the Premises without the consent of the Lessee in the event of an emergency when authorized by applicable state or local law.

ESTOPPEL CERTIFICATE. Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

HOLDOVER PERIOD. Should the Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed to have created and be construed to be a tenancy from month to month with the Rent to be due and payable in the same amount as the previous month, terminable upon 30 days' notice by either party.

WAIVER. Waiver by either party of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

GOVERNING LAW. This Lease shall be governed by the laws of the State of Texas and venue for any action or proceeding related hereto shall be in the state district courts of Parker County, Texas.

NOTICES: Notices shall be addressed to the following:

Lessee: City of Brock

2451 FM 1189, Suite B, Brock, Texas, 76087

AMENDMENT(S). No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

SEVERABILITY. If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

For Lessor:

Learn 2 Live, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

For Lessee:

Town of Brock, Texas  
a Type C general law municipality

By: \_\_\_\_\_

Jay Hamilton  
Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Alyssa Vanesler  
Town Clerk

Approved by the Town at the July 15, 2024  
Town Commission meeting

**TOWN OF BROCK**  
**COMMISSION AGENDA BRIEFING**  
**July 15, 2024**

**Agenda Item 4.4**

**Title**

*Resolution – Payment of Routine expenses*

**Item Summary**

Consider approval of an ordinance granting the authority of to the Town Administrator to review and pay routine monthly expenses.

**Attachments**

1. Proposed  
Ordinance

**RESOLUTION NO. R-2024-004**

**A RESOLUTION OF THE TOWN OF BROCK, TEXAS, GRANTING THE AUTHORITY TO THE TOWN ADMINISTRATOR TO REVIEW AND PAY ROUTINE MONTHLY EXPENSES ON BEHALF OF THE TOWN; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Brock, Texas (hereinafter, “Town”) is a general law municipality organized and existing by virtue of the laws of the State of Texas and located within Parker County, Texas; and

**WHEREAS**, Texas Local Government Code § 252.021 allows the Town Commission (the “Commission”) to delegate contracting authority to the Town Administrator/Secretary for expenditures without further approval of the Commission for all budgeted items not exceeding limits set by the Commission.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF BROCK, TEXAS:**

**SECTION 1.** The Commission grants authority to the Town Administrator/Secretary to review and pay routine monthly expenses for the Town. Such expenses include Town Hall expenses such as rent, phone, internet and utilities, together with Texas Municipal League Town Membership dues, Town insurance policy premiums, and other routine Town expenses.

**SECTION 2.** This ordinance shall become effective from and after its passage and approval and after publication as may be required by law.

**DULY RESOLVED AND ADOPTED** by the Town Commission of the Town of Brock, Texas, on this the 15<sup>th</sup> day of July 2024.

**TOWN OF BROCK, TEXAS**

\_\_\_\_\_  
Jay Hamilton, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alyssa Vanesler, Town Secretary

\_\_\_\_\_  
Whitt Wyatt, City Attorney