

# BRADY

THE CITY OF

# TEXAS

Tony Groves  
Mayor

Jim Griffin  
Mayor Pro Tem

Rey Garza  
Council Member Place 1

Missi Davis  
Council Member Place 2

Jeffrey Sutton  
Council Member Place 3

Jane Huffman  
Council Member Place 4

Kim Lenoir  
City Manager

Tina Keys  
City Secretary

Sarah Griffin  
City Attorney

## MISSION

The City of Brady strives to share its history and encourage the development of diverse housing, employment, infrastructure, and opportunity through transparent management and financing for all residents and employees.

## CITY OF BRADY COUNCIL AGENDA REGULAR CITY COUNCIL MEETING FEBRUARY 5, 2019 AT 6:00 PM

NOTICE is hereby given of a meeting of the City Council of City of Brady, McCulloch County, State of Texas, to be held at 6:00pm on February 5, 2019, at the City of Brady Municipal Court Building, located at 207 S. Elm Street, Brady, Texas, for the purpose of considering the following items. The City Council of the City of Brady, Texas, reserves the right to meet in closed session on any of the items listed below should the need arise and if applicable pursuant to authorization by Title 5. Chapter 551. of the Texas Government Code.

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

### 2. INVOCATION & PLEDGE OF ALLEGIANCE

### 3. PUBLIC COMMENTS: Reserved for items NOT listed on the agenda

*Please limit individual public comments to three (3) minutes. In accordance with TX AG opinion, any public comment addressing items not on the agenda, will only be heard by the City Council. No formal action, deliberation, discussion, or comment will be made by City Council. State Law prohibits any deliberation or decisions regarding items presented in public comments. City Council may only make a statement of specific factual information given in response to the inquiry; recite an existing policy; or request staff to place the item on an agenda for a subsequent meeting.*

### 4. CONSENT AGENDA: Reserved for routine items to save time

*Any item may be removed from the Consent Agenda at the request of a Council Member and considered separately following the Consent Agenda approval. All items listed on the Consent Agenda are to be with one motion "Move to approve Consent Agenda."*

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

### 5. PRESENTATION: (none)

### 6. PUBLIC HEARING: (none)

## 7. INDIVIDUAL CONCERNS

*City Council Members are to deliberate the following items. Staff will present the item and are prepared to answer City Council Member questions. The Mayor will recognize Council Members as the council discussed the item so everyone is heard. Once the City Council Members finish discussion, the Mayor will recognize attendees who have comments. Attendees and council members need to direct comments to the Mayor as they are recognized. When all comments are complete, the Mayor will call for a motion.*

- A. Discussion, consideration and possible action regarding second and final reading of **Ordinance 1263** of the City of Brady, Texas, adding additional duties to the Tourism Advisory Board the responsibility of accepting and reviewing Hotel Occupancy Tax Grants, adopting the required forms for HOT Grants, and requiring City Council approval of all HOT Grants.
- B. Discussion, consideration and possible action on **Resolution 2019-005** to dissolve the HOT Tax Tourism Grant Committee established by City Council Resolution 2016-057.
- C. Discussion, consideration and possible action to authorize the Mayor to sign the Interlocal Agreement between the City of Brady and McCulloch County to share equipment to improve and maintain roads and infrastructure projects.
- D. Discussion and summary of City Council action and if procedures and processes worked.

## 8. STAFF REPORTS

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

## 9. ANNOUNCEMENTS

Pursuant to the Texas Government Code § 551.0415, City Council Members and City staff may make reports about items of community interest during a meeting of the governing body without having given notice of the report. Items of community interest include: Expressions of thanks, congratulations, or condolence; an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision; Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and announcements involving an imminent threat to public health and safety of people in the municipality that has arisen after the posting of the agenda.

## 10. ADJOURNMENT

*I certify that this is a true and correct copy of the City of Brady City Council Meeting Agenda and that this notice as posted on the designated bulletin board at Brady City Hall, 201 E. Main St., Brady, Texas 76825; a place convenient and readily accessible to the*

*public at all times, and said notice was posted on \_\_\_\_\_ by 6:00 p.m. and will remain posted continuously for 72 hours prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.*

**Tina Keys, City Secretary**

In compliance with the American with Disabilities Act, the City of Brady will provide for reasonable accommodations for persons attending public meetings at City facilities. Requests for accommodations or interpretive services must be received at least 48 hours prior to the meeting. Please contact the City Secretary at 325-597-2152 or [citysec@bradytx.us](mailto:citysec@bradytx.us).

**Attendance by Other Elected or Appointed Officials:** It is anticipated that members of other governmental bodies, and/or city boards, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the body, board, commission and/or committee. The members of the boards, commissions and/or committees may be permitted to participate in discussion on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless item and action is specifically provided for on an agenda for that body, board, commission or committee subject to the Texas Open Meetings Act.

The City Council of the City of Brady reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on this agenda as authorized by the Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding prospective Gifts or Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices), 551.086 (Deliberate, vote or take final action on competitive matters of the public power utility), and 551.087 (Deliberation regarding Economic Development).

This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes written interpretation of the Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.104(c) and the meeting is conducted by all participants in reliance on this opinion.

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The City Council of the City of Brady, Texas and the Brady Economic Development Corporations Type A & B met in a Joint Work Session on Tuesday, January 22, 2019 at 12:00 p.m. at the City of Brady Municipal Court Building located at 207 S. Elm Street, Brady, Texas with Mayor Tony Groves presiding. Council Members present were Missi Davis, Jeffrey Sutton, Rey Garza, Jim Griffin and Jane Huffman. EDC members present were Jason Valdez, Don Miller, Lauren Bedwell, Michele Derrick, Erin Betts and Billie Davis. City staff present were City Manager Kim Lenoir, Finance Director Lisa Remini, City Attorney Sarah Griffin and Assistant to Community Services Kathryn Meroney.

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

Mayor Groves called the meeting to order at 12:00 p.m. Council quorum was certified. President Jason Valdez called the meeting to order at 12:01 p.m. EDC quorum was certified.

**2. Overview of Type A EDC remaining assets, contracts and debts.**

Members of Council and EDC reviewed the remaining Type A assets to determine options.

**3. Discussion regarding assigning, donating, selling or transferring remaining assets and contracts to address final closure of the Type A EDC**

a. Old Dodge Crossing (Capco) Building & Lease/Purchase Note Receivable; - discussed assigning to Type B

b. Thomas Note Receivable; - discussed assigning to Type B

c. W. 10<sup>th</sup> Street residential lot – discussed assigning to Type B

d. Airport Hangar E – discussed transfer to city, in lieu of civic center debt

EDC Attorney was called on a speaker phone to advise.

**4. Discussion regarding Type A EDC debt to City of Brady for the 2009 voter approves Civic Center Project and possibly developing a Type B EDC Agreement.**

Finance Director Lisa Remini told the Council and EDC Board that the City had budgeted for FY19 to receive the annual civic center debt payment. EDC felt they could make that payment, but then would like to use the credit from the value of the Airport Hangar E transfer to the city to offset the civic center debt dollar for dollar for a few years, while Type B developed resources.

**5. Discussion regarding Type A EDC cash balance and developing 380 Agreements to Type B EDC to be approved by City Council.**

Once all Type A bills are paid and assets transferred, city council was willing to do a 380 agreement of remaining cash to Type B for economic development projects. EDC Attorney will prepare documents as Council recommended.

City Council will take action at the 6pm Regular Council Meeting on recommendations discussed to close the Type A EDC business.

**6. Adjournment**

There being no further business, the Mayor and President Valdez adjourned the meeting at 12:55 p.m.

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Mayor Anthony Groves

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Jason Valdez, President EDC Type A & B

Attest: \_\_\_\_\_  
Tina Keys, City Secretary

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The City Council of the City of Brady, Texas met in a Joint Special Meeting with the McCulloch County Commissioners Court on Tuesday, January 22, 2019 at 4:00 p.m. at the City of Brady Municipal Court Building located at 207 S. Elm Street, Brady, Texas with Mayor Tony Groves presiding. Council Members present were Missi Davis, Jeffrey Sutton, Rey Garza, Jim Griffin and Jane Huffman. City staff present were City Manager Kim Lenoir, Finance Director Lisa Remini, Fire/EMS Chief Lloyd Perrin, City Attorney Sarah Griffin and Assistant City Secretary Valerie Gonzalez. McCulloch County Commissioners present Rick Kemp, Randy Dean, and Jason Behrens, County Judge Bill Spiller, County Treasurer Steven Estes, County Clerk Christine Jones and Secretary Margarita Moreno. Also in attendance were Les Brooks, David Huie, Sheriff Dagan, and *Brady Standard-Herald* Reporter Dean Gibson.

**1. Call to Order, Roll Call and Certification of a Quorum**

Mayor Groves called the City Council meeting to order at 4:00 p.m. City Council quorum was certified. County Judge Bill Spiller certified a quorum for the County Commissioners.

**2. Discussion regarding City/County Fire/EMS Services and Budget**

Kim Lenoir handed out corrected Fire/EMS Monthly Reports and presented. Chief Perrin spoke about Mutual Aid Agreement and explained how they are on a 48/96 hour rotation schedule with 3 shifts of 5 employees each shift. County asked if it is possible to send another person out for miscellaneous calls besides a first responder. Mayor Groves explained percentage of call for county versus city regarding payment to the City from the County. Council Member Jane Huffman spoke about how homeowner's insurance for those living out in the county would go up because they have only a volunteer firefighter services versus full-time paid firefighters. County Judge agrees with it being fair for the county to help the city and pay its fair share. County suggested getting an "air evac" insurance, but for ambulances, every individual living in Brady would have to purchase it. City Attorney said that might not be possible but that she will investigate. Judge Spiller said "we need to fix this issue today". All discussed an ideal percentage, current 28% of county calls is way too high for the county at this time. County said they would need to do an amendment with their budget. Judge suggests they need to go back and look at their money to see what they can help out with. Judge Spiller suggests tabling the discussion further until they can go back look at their budget numbers and revisit.

**3. Discussion regarding a draft Interlocal Agreement for several City and County Service**

Kim Lenoir presented Exhibit A of a draft Interlocal Agreement. Bill Spiller agreed with \$45 charge for county Animal Control Services so long as City can provide the names and addresses of those people so that the County can bill them when possible. Bill Spiller says nothing has changed on the Sunset Senior Citizen Center Agreement, wants to see progress or changes. Bill Spiller doesn't want to pay \$5,000 to the City for mowing the Courthouse, he plans to contract the service.

**4. Discussion regarding Annual Interlocal Agreement for road services.**

Kim presented. County agrees to work together to get the roads fixed. Several Commissioners expressed kudos to Street Superintendent Dugan Sewell from the County and thankful for his help. No other changes were suggested.

**5. Adjournment**

There being no further business, the Mayor adjourned the City Council meeting at 5:16 p.m.

\_\_\_\_\_  
Mayor Anthony Groves

Attest: \_\_\_\_\_  
\_\_\_\_\_  
Tina Keys, City Secretary

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The City Council of the City of Brady, Texas met in a Regular Meeting on Tuesday, January 22, 2019 at 6:00 pm at the City of Brady Municipal Court Building located at 207 S. Elm Street, Brady, Texas with Mayor Anthony Groves presiding. Council Members present were Jane Huffman, Jim Griffin, Rey Garza, Missi Davis, and Jeffrey Sutton. City staff present were City Manager Kim Lenoir, Public Works Director Steve Miller, Community Services Director Dennis Jobe, Police Chief Steve Thomas, Assistant City Secretary Valerie Gonzalez and Vernon Canter. Also in attendance were Kimberly Davee, Rhonda Wright, Wayne Wright, Jeanette Tacker, Dru Chıldre, Sammi Sanchez, R. Tacker, Don Miller, and Jason Valdez.

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

Mayor Groves called the meeting to order at 6:00 p.m. Council quorum was certified.

**2. INVOCATION AND PLEDGE OF ALLEGIANCE**

Mayor Pro Tem Griffin gave the invocation and the Pledge of Allegiance was recited.

**3. PUBLIC COMMENTS**

None

**4. CONSENT AGENDA**

- A. Approval of Minutes for Regular Meeting January 8, 2018.

Council Member Missi Davis moved to approve the Consent Agenda. Seconded by Council Member Jeffery Sutton. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.

**5. PRESENTATIONS: None Scheduled**

- 1<sup>st</sup> Quarter Financial Report – Lisa Remini presented.

**6. PUBLIC HEARINGS: None Scheduled**

**7. INDIVIDUAL CONCERNS**

- A. Discussion, consideration, and possible action approving agreements with THF Brady Housing, Ltd. d/b/a/ Trails of Brady:

- i. 380 Agreement with the Trails of Brady Apartments in accordance with Resolution 2015-013.
- ii. Promissory Note in relation to a loan of \$53,000 to THF Brady GP, LLC in accordance with Resolution 2015-013.
- iii. Deed of Trust in relation to a loan of \$53,000 to THF Brady GP, LLC in accordance with Resolution 2015-013.
- iv. Intercreditor Agreement with JPMORGAN CHASE BANK, N.A. in relation to a loan of \$53,000 to THF Brady GP, LLC in accordance with Resolution 2015-013.

Kim Lenoir presented and Dru Chıldre, Trails of Brady Apt Contractor answered questions. Council

Member Ray Garza moved to approve items i.-iv. above, authorize the Mayor to sign, subject to final revisions between the parties, conditional upon final approval by the City Attorney. Seconded by Council Member Jeffery Sutton. All Council Members voted "aye" and none "nay". Motion passed with a 5 – 0 vote.

- B. Discussion, consideration, and possible action regarding Westar Construction, Inc the bid for flatwork at the Richards Park Ball field Construction Project (\$170,672.60). Kim Lenoir presented. Council Member Ray Garza moved to award bid to Westar. Seconded by Council Member Jim Griffin. All Council Members voted "aye" and none "nay". Motion passed with a 5 – 0 vote.
- C. Discussion, consideration and possible action regarding award of LCRA Engineering Services for North Walnut Street overhead power line design specifications and plans for future bidding and construction improvements in the amount of \$60,000. Steven Miller presented. Council Member Jim Griffin moved to approve. Seconded by Council Member Ray Garza. All Council Members voted "aye" and none "nay". Motion passed with a 5 – 0 vote.
- D. Discussion, consideration, and possible action regarding first reading of Ordinance 1263 of the City of Brady, Texas adding additional duties to the Tourism Advisory Board the responsibility of accepting and reviewing Hotel Occupancy Tax Grants, adopting the required forms for HOT Grants, and requiring City Council approval of HOT Grants. Kim Lenoir presented. Council Member Jane Huffman moved to approve. Seconded by Council Member Missi Davis. All Council Members voted "aye" and none "nay". Motion passed with a 5 – 0 vote.
- E. Discussion, consideration and possible action recommending Type A EDC prepare agreements/documents to either assign, donate sell or transfer remaining assets and contracts to address final closure of the Type A Economic Development Corporation. Kim Lenoir presented and summarized the discussion that the EDC and Council had earlier in the day at the Joint Council and EDC Work Session. Council Member Missi Davis moved to recommend that the Type A EDC: 1) have their Attorney prepare assignment agreements as appropriate for the Thomas Note Receivable and the Old Crossing Building & Lease - and either transfer directly to the Type B EDC or if necessary under the advice of their Attorney, transfer to the City for further transfer to the Type B; 2) transfer Airport Hangar E to the City; and 3) transfer the Capco Land and Building and 502 W. 10th St. (land only) to the City for further transfer to the Type B EDC, all as subject to City Council Action on Item F to address remaining outstanding liabilities and assets.. Seconded by Council Member Jane Huffman. All Council Members voted "aye" and none "nay". Motion passed with a 5 – 0 vote.
- F. Discussion, consideration and possible action recommending Type A EDC prepare agreements to address remaining debt to the City of Brady for the 2009 voter approved Civic Center project, needed to address final closure of the Type A Economic Development Corporation. Kim Lenoir presented and summarized the discussion that the EDC and Council had earlier in the day at the Joint Council and EDC Work Session. Council Member Missi Davis moved to recommend that the Type B EDC have their Attorney prepare a 380 agreement in which the City would enter into an Agreement with the Type B EDC to 1) transfer the Thomas Note Receivable and the Old Dodge Crossing Building & Lease (if not already transferred directly to the Type B under advice of their Attorney); 2) transfer the Capco Land and Building and 502 W. 10th Street Residential lot to the Type B EDC under Section 253.012 of the Texas Local Gov't Code; 3) that would include a new agreement attached between the City and the Type B EDC for the Civic Center with payments in the total amount of \$958,029, creating annual payments of  $\frac{1}{4}$  of the  $\frac{1}{4}$  cent annual sales tax for which payment would include the full amount for October 1, 2018 through September 2019, but which would then hold payments in abeyance for a time period which would last until an amount equating to \$219,537 which reflects the Airport Hangar E valuation, (based upon the same payment calculation) is

credited toward the \$958,029, at which time such payments will begin again at the same payment amount with the \$219,537 deducted from the remaining amount owed; 4) transfer of remaining Type A cash as FY2019 business to be completed (approximately \$500,000) to the Type B under conditions imposed by the Statute; and 5) other terms as the City and the Type B EDC deem appropriate. Seconded by Council Member Jane Huffman. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.

- G. Discussion, consideration and possible action approving Type A EDC’s recommendation to transfer the Airport Hangar E to the City of Brady Curtis Field Airport and for the City of Brady to accept the Airport Hangar E at the Airport (book value \$219,537), presented by EDC President Jason Valdez. No action needed as issue was covered in previous item.
- H. Discussion, consideration and possible action to fill vacancy on the Airport Advisory Board. Council Member Jane Huffman moved to approve appointing Peter Lamont. Seconded by Council Member James Griffin. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote (Council Member Rey Garza had stepped out of the meeting).
- I. Discussion, consideration and possible action accepting revised lease agreement on the replatted lots of the Davee Subdivision current leaseholders. Dennis Jobe presented. Council Member Jane Huffman moved to approve an amended the “Davee Subdivision Lease to Purchase Option” to include correction of typo and the change of 5 years to 7 years lease. Missi Davis seconded. All council members voted “aye” and none “nay”. Motion Passed with a 5- 0 Vote.
- J. J. Discussion and summary of City Council action and if procedures and processed worked. There was no discussion.

## 8. STAFF REPORTS

- A. December Board Minutes – BEDC Type A and B (Dec 12)
- B. December Monthly Activity Reports – Visit Brady Report, Sales Tax Receipts, Utility Reports, Seniors, Golf, BPD, BVFD Expense Report, Animal Control, Airport, Code Enforcement, Chronic Code Complaints, and Structures Inhabited without Utilities
- C. Quarterly Reports – EPA for Drinking Water Project
- D. Upcoming Special Events/Meetings:
  - Jan 24 – Brady/McCulloch County Chamber of Commerce Annual Awards Banquet – Civic Center
  - Feb 9 – Hope from the Heart Annual Charity Event – Civic Center
  - Feb 13 – 11:30am – Chamber Good News Luncheon – Civic Center
- E. Upcoming City Calendar:
  - Jan 16 to Feb 15 – Accepting applications to file for a place on City Council Ballot
  - Jan 22 and 23 – Trash Schedule Changes for Mon and Tues to Tues and Wed
  - Jan 23 – Bagged Leaves Pick-up – Thursday Trash Service
  - Jan 23 – Monthly Municipal Court
  - Jan 30 – Bagged Leaves Pick-up – Friday Trash Service
  - Feb 16 – 9am to 4pm EDC Training – Municipal Court Room
- F. Possible Visit by K-9 Officer Sator – Chief Thomas

## 9. ANNOUNCEMENTS

None.

## 10. EXECUTIVE SESSION

Regular Session was closed at 7:08pm and Council took a break before going into Executive Session. Executive

Session was opened at 7:18 p.m. Executive Session was closed at 8:44 p.m.

- A. Pursuant to Section 551.074 (Personnel Matters) City Council will meet to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: City Manager Kim Lenoir and Attorney Sarah Griffin duties under the City Charter.
- B. Pursuant to Section 551.071 (Consultation with Attorney), the City Council will consult with the City Attorney on a matter in which the duty of the attorney to the City under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act: legal opinion(s) regarding Brady Volunteer Fire Department, G Rollie White Complex, and EDC.
- C. Pursuant to Section 551.087 (Economic Development), the City Council will deliberate the offer of a financial or other incentive or to discuss or deliberate regarding commercial or financial information that the City Council has received from a prospective business, retail, and other development projects that the City Council seeks to have locate in or near the City and/or with which the City Council is conducting economic development negotiations, Trails of Brady.
- D. Pursuant to Section 551.072 (Deliberations about Real Property), the City Council will deliberate the purchase, exchange, lease, or value of real properties of the City as the deliberation in an open meeting will have the detrimental effect on the position of the City in negotiations with a third person: Drinking Water Project.

**11. OPEN SESSION ACTION on any Executive Session Item listed above, if needed.**

Mayor opened regular session at 8:45 p.m. No action was taken

**12. ADJOURNMENT**

There being no further business, the Mayor adjourned the meeting at 8:45 p.m.

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Mayor Anthony Groves

Attest: \_\_\_\_\_  
Tina Keys, City Secretary

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The City Council and the Brady Type B Economic Development Board of Directors of the City of Brady, Texas met in a Special Joint Meeting on Wednesday, January 23, 2019 at 10:30am at the Brady National Bank Community Room located at 111 S. Blackburn Street, Brady, Texas with Mayor Anthony Groves and EDC President Jason Valdez presiding. Council Members present were Jane Huffman, Jim Griffin, Rey Garza, Missi Davis, and Jeffrey Sutton. EDC Directors present were Don Miller, Michele Derrick, Amy Greer and Billy Davis. City staff present were City Manager Kim Lenoir, Finance Director Lisa Remini, and City Attorney Sarah Griffin. Also in attendance were County Judge Bill Spiller, Chamber President Erin Corbell, Governor's Office Lindsey Dennis, Rail Business Owners Jason and Holden Jacoby, and from Omnitrax, Inc. Chief Commercial Officer Peter Touesnard, SVP of Customer and Class 1 Relations Dave Rochal, and Brady Manager Glenda Hoffman.

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

Mayor Groves called the special joint meeting to order at 10:30am. Council quorum was certified. EDC quorum was certified.

#### **2. EXECUTIVE SESSION**

At 10:32am City Council and BEDC of the City of Brady adjourned into Executive Session for the following:

A. Pursuant to Section 551.087 (Economic Development), the City Council and EDC will deliberate the offer of a financial or other incentive or to discuss or deliberate regarding commercial or financial information that the City Council and EDC has received from a prospective business, retail, and other development projects that the City Council and EDC seeks to have locate in or near the City and/or with which the City Council and EDC is conducting economic development negotiations, OmniTrax.

At 11:58am the Mayor closed the executive session and opened the public session.

#### **3. OPEN SESSION ACTION on any Executive Session Item listed above, if needed.**

EDC President Jason Valdez appointed a committee that will focus on meeting with clients to build business for the railroad. Committee Members include EDC President Jason Valdez, EDC Director Michele Derrick, Mayor Groves, County Judge Spiller, Chamber President Erin Corbell, Council Member Jeffrey Sutton, Railroad Manager Glenda Hoffman and City Manager Kim Lenoir. The committee will set-up meetings in the following two weeks with possible clients.

#### **12. ADJOURNMENT**

There being no further business, the Mayor adjourned the meeting at 12:04 p.m.

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Mayor Anthony Groves

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Jason Valdez, BEDC President

Attest: \_\_\_\_\_  
Tina Keys, City Secretary

# City Council

## City of Brady, Texas

### Agenda Action Form

AGENDA DATE:	2-5-2019	AGENDA ITEM	4.B.
AGENDA SUBJECT:	Authorize the Mayor to sign the Assignment and Assumption Agreement for the transfer of agreements for the city's drinking water project facilities and easement agreements between the City of Brady and Kathleen Winters now transferred to George and Amy Greer.		
PREPARED BY:	K Lenoir	Date Submitted:	1/31/2019
EXHIBITS:	Assignment and Assumption Agreement Page 1 of filed Easement		
BUDGETARY IMPACT:	Required Expenditure:	\$0.00	
	Amount Budgeted:	\$0.00	
	Appropriation Required:	\$0.00	
CITY MANAGER APPROVAL:			
SUMMARY:	This action authorizes the Mayor to sign the attached Assignment and Assumption Agreement for the transfer of agreements for the city's drinking water project facilities and easement agreements between the City of Brady and Kathleen Winters now transferred to George and Amy Greer.		
RECOMMENDED ACTION:	Approve		

## Assignment and Assumption Agreement

This Assignment and Assumption Agreement ("this Agreement"), dated and effective as of November 23, 2018 (the "Effective Date"), is made by and among (i) the City of Brady, Texas, a home rule municipality located in McCulloch County, Texas ("City"), (ii) Kathleen Winters ("Original Landowner"), a single person domiciled in Monterey, California, and (iii) George R. Greer and Amy Marie Winters Greer (individually and collectively, "Successor Landowners"), natural persons married to each other and residing and domiciled at 1314 S. Wall, Brady, Texas 76825.

### RECITALS

WHEREAS, the City is undertaking a project (the "Project") to significantly improve the City's water treatment facilities and related distribution facilities and as part of that Project, plans to construct a water transmission pipeline and related facilities (such pipeline and facilities are collectively called the "Facilities") through the property (the "Property") more particularly described on Exhibits "A-1", "B-1", "A-2", "B-2", "A-3", and "B-3";

WHEREAS, the City and the Original Landowner have executed certain Agreements (defined below) respecting and in consideration of the Original Landowner's grant to the City of an easement (the "Easement") to construct, operate, and maintain the Facilities upon and across the Property;

WHEREAS, Original Landowner has conveyed the Property to the Successor Landowners and desires to assign, transfer, set over, convey and deliver to Successor Landowners the Agreements upon the terms set forth herein;

WHEREAS, the Agreements by their terms bind the Original Landowner and any subsequent owner of the Property or any portion thereof;

WHEREAS, Original Landowner and Successor Landowners desire the City to acknowledge and consent to (i) the conveyance ("Conveyance") of the Property and (ii) the assignment, transfer, set over, conveyance, and delivery ("Assignment") of the Agreements from the Original Landowner to the Successor Landowners;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained or referred to herein, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. **Definitions.** For purposes of this Agreement, certain terms have the following meanings:
  - a) "Agreements" means the following agreements executed by and between the Original Landowner and the City:
    - *Water Pipeline Easement Agreement*, dated July 3, 2017 and recorded in Volume 453, Page 161, of the Official Public Records of McCulloch County, Texas;
    - *Utility Pipeline Cooperation Agreement*, dated July 3, 2017;
    - *Non-Annexation Development Agreement*, dated July 3, 2017 and recorded in Volume 453, Page 186, of the Official Public Records of McCulloch County, Texas; and
    - *Water Capacity Reservation Agreement*, dated July 3, 2017 and recorded in Volume 453, Page 178, of the Official Public Records of McCulloch County, Texas.
  - b) "Landowner" and "Landowners" mean the Original Landowner, the Successor Landowners, and any subsequent owner of the Property or any portion thereof, individually and collectively.
  - c) The Landowners and the City, or any of them, may be referred to individually as "Party" or collectively as "Parties".
2. **Assignment.** The Original Landowner hereby irrevocably assigns all rights and delegates all obligations under the Agreements to the Successor Landowners.
3. **Assumption.** The Successor Landowners agree to the Agreements and assume, from and after the effective date of the Conveyance, the obligations under the Agreements of the Original Landowner, irrespective of whether the Original Landowner is described in one or more of the Agreements as "Landowner", "Grantor", or any other name or title. From and after the effective date of the Conveyance, the Successor Landowners are Original Landowner's successors-in-interest under the Agreements and are entitled to the rights and subject to the obligations of the Agreements.
4. **Attorney in Fact.** The Original Landowner hereby irrevocably grants to the Successor Landowners, individually and collectively, a power of attorney coupled with an interest to perform any action and give or receive any benefit required or permitted under the Agreements. Any action performed, notice given, or payment made, by or to any Successor Landowner under the Agreements or this Agreement shall be deemed (i) the subject of the power granted herein, and (ii) on behalf of all Landowners and each of them, irrespective of whether so designated. The City may conclusively rely, without any

investigation, on the power granted herein from the Original Landowner to the Successor Landowners.

5. ***Consent and Acknowledgment.*** The City hereby consents to and acknowledges the Conveyance and the Assignment.
6. ***No Release.*** No release is intended hereby. The City's consent to and acknowledgment of the Conveyance and the Assignment shall not release the Original Landowner, any other Landowner, or any other person of any obligation under the Agreements.
7. ***Equitable Rights of Enforcement.*** This Agreement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the Parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
8. ***Attorney's Fees.*** If either Party retains an attorney to enforce this Agreement, the Party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
9. ***Binding Effect.*** The Agreements and this Agreement bind and inure to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Any reference in this Agreement to any Party shall also include such Party's heirs, successors, and assigns.
10. ***Choice of Law.*** This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in a district court in McCulloch County, Texas.
11. ***Counterparts.*** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
12. ***Waiver of Default.*** A Party's failure, delay, or neglect to enforce any right under this Agreement shall not be deemed a consent or a waiver of any other of that Party's rights. It is not a waiver of or consent to default if the non-defaulting Party fails to declare immediately default or delays in taking any action. Pursuit of any remedy does not preclude pursuit of any other remedy in this Agreement or as provided by law.

13. **Further Assurances.** Each Party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement. Approvals, consents, or permissions required in this Agreement shall (a) not be unreasonably withheld, denied, conditioned, or delayed, (b) be limited to the particular instance, and (c) shall not be considered a course of dealings.
14. **Integration.** The Agreements and this Agreement together contain the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. The Parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in the Agreements or this Agreement. No subsequent oral agreement, representation, or warranty concerning this instrument shall have force or effect. Any subsequent modification must be in writing and signed by or on behalf of all Parties.
15. **Severability.** If any provision in this Agreement is for any reason unenforceable, (a) this Agreement shall be construed as if such provision had never been a part of this Agreement, and (b) the remainder of this Agreement will valid and enforceable, if and to the extent such construction does not deprive any Party of the substantial benefit of its bargain.
16. **Legal Construction.** Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably among the Parties by reason of authorship or origin of language.
17. **Notices.**
  - a) Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

b) The Landowners' address for notice under this Agreement and the Agreements is:

Amy M. Greer  
1314 S. Wall Street  
Brady, TX 76825

c) The City's address for notice is:

City Manager  
City of Brady  
P.O. Box 351  
201 East Main Street  
Brady, Texas 76825

18. **Recitals/Exhibits.** Any recitals in this Agreement are represented by the Parties to be accurate, and constitute a part of the substantive agreement. All exhibits referenced herein are attached hereto and incorporated by reference herein for all purposes.
19. **Assignability.** This Agreement may be assigned by the City, its successors and assigns, without the prior written consent of Landowner if the proposed successor or assign is a governmental entity that owns the Facilities and expressly assumes the City's obligations under this Agreement.

  
George R. Greer

THE STATE OF TEXAS

§

COUNTY OF McCULLOCH

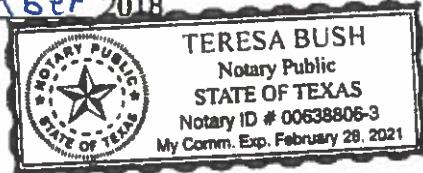
§

§

This instrument was acknowledged before me on November 23, 2018, by George R. Greer.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23 day of November 2018

(seal)



  
Teresa Bush  
Notary Public Signature

*Amy Greer*  
Amy Marie Winters Greer

THE STATE OF TEXAS

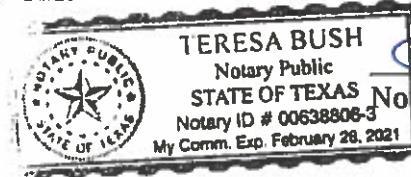
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COUNTY OF McCULLOCH

This instrument was acknowledged before me on November 23, 2018, by  
Amy Marie Winters Greer.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23<sup>RD</sup> day of  
November 2018.

(seal)



*KW*  
\_\_\_\_\_  
Kathleen May Winters

THE STATE OF CALIFORNIA

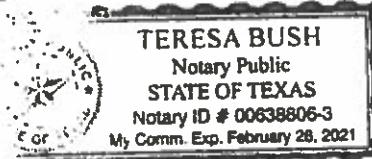
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COUNTY OF MONTEREY

This instrument was acknowledged before me on November 23, 2018, by  
Kathleen May Winters.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23<sup>RD</sup> day of  
November 2018.

(seal)



*Teresa Bush*  
\_\_\_\_\_  
Notary Public Signature

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

Name: Anthony Groves

Title: Mayor

ATTEST:

---

Name: Tina Keys

Title: City Secretary

**THE STATE OF TEXAS**

§

**COUNTY OF McCULLOCH**

§

§

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by  
Anthony Groves, Mayor of the City of Brady, Texas, a Texas home-rule municipality, on behalf  
of said municipality.

---

Notary Public Signature

After recording, return to:

City Manager  
City of Brady  
P.O. Box 351  
201 East Main Street  
Brady, Texas 76825

Just FYI

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

AT 2:13 PM 10/10/2017  
FILED  
453 pg 161

WATER PIPELINE EASEMENT AGREEMENT

THE STATE OF TEXAS

§

48769

DEC 20 2017

 COUNTY OF McCULLOCH

COUNTY OF McCULLOCH

§

§

**Grant of Easement:** Kathleen May Winters ("Grantor"), a single person domiciled in Monterey, California, by and through her attorney-in-fact, Amy Marie Winters Greer located at 1314 S. Wall St., Brady, Texas 76825, for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell, and convey unto:

The City of Brady, Texas ("Grantee"), a Texas home-rule city, with its principal office located at 201 East Main Street, Brady, McCulloch County, Texas 76825,

An Exclusive easement ("Easement") for the Purpose of Easement, upon and across:

- (a) the land (the "Permanent Easement Property") described on Exhibits "A-1", "A-2", and "A-3", attached hereto and incorporated herein by reference, and
- (b) additional strips of land (the "Temporary Construction Easement Property") immediately contiguous to the Permanent Easement Property, as described on Exhibits "B-1", "B-2", and "B-3", also attached hereto and incorporated herein by reference. The Temporary Construction Easement Property shall also include such of Landowner's property as reasonably necessary for Grantee to install the fence contemplated in Section 3(c)(2) hereof.

Grantor and Grantee may be referenced jointly as the "Parties" or individually as a "Party."

TO HAVE AND TO HOLD the Easement to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below; and Grantor, subject to the Exceptions to Warranty, does hereby covenant and agree to WARRANT AND FOREVER DEFEND the Easement and other rights granted herein granted, unto Grantee and its successors and assigns, against every person whomsoever lawfully claiming or to claim the Easement Property or any part thereof to the extent that such claim arises by, through, or under Grantor.

**Terms and Conditions:** The following terms and conditions apply to this agreement:

- 1 **Definitions.** For the purposes of this agreement, certain terms shall have the meanings that follow:

- (a) "Agreement" shall mean this Water Pipeline Easement Agreement.

# City Council

## City of Brady, Texas

### Agenda Action Form

AGENDA DATE:	2-5-2019	AGENDA ITEM	4.C & 4.D
AGENDA SUBJECT:	C. Authorizing the Mayor to sign a new Davee Subdivision <i>Lease with the Option to Purchase</i> the replatted Lot 16R Block 1 to Michael Tacker at \$3,160.00. D. Authorizing the Mayor to sign a new Davee Subdivision <i>Lease with the Option to Purchase</i> the replatted Lot 17R Block 1 to Michael Tacker at \$3,010.00.		
PREPARED BY:	K Lenoir	Date Submitted:	2/1/2019
EXHIBITS:	Lease for Lot 16R Block 1 to Michael Tacker at \$3,160.00. Lease for Lot 17R Block 1 to Michael Tacker at \$3,010.00.		
BUDGETARY IMPACT:	Required Expenditure: Amount Budgeted: Appropriation Required:	\$0.00 \$0.00 \$0.00	
CITY MANAGER APPROVAL:			
<b>SUMMARY:</b> This action authorizes the Mayor to sign the attached Leases with the Option to Purchase.  Michael Tacker has current leased lots in both of these newly replatted lots in the Davee Subdivision.  On January 22, City Council approved the new <i>Lease with the Option to Purchase</i> and directed staff to offer the leases to the existing lessees.			

RECOMMENDED ACTION:	Approve
---------------------	---------

THE STATE OF TEXAS

COUNTY OF McCULLOCH

Lease Agreement with Option to Purchase Real Estate

This Lease Agreement with Option to Purchase Real Estate is entered into this 1<sup>st</sup> day of February, 2019 between the City of Brady, hereinafter referred to a "Lessor" and Michael Tacker, hereinafter referred to as "Lessee."

In consideration of the mutual promises and covenants hereinafter stipulated, the parties hereby agree as follows:

- 1) **DESCRIPTION:** The Lessor agrees to lease, and the Lessee agrees to rent the real property, situated in the City of Brady, McCulloch, Texas and as more fully described as follows: being all of Lot. No. 16R in Block No.1 in the Davee Addition. See Exhibit A: Replat of Lots 1-58 Davee Addition Dated 07/10/17 which is here incorporated into this Lease Agreement with Option to Purchase Real Estate.
- 2) **TERM:** The term of this Lease/Option shall be for a period of 7 years commencing on the 1<sup>st</sup> day of February, 2019, and ending on the 1<sup>st</sup> day of February, 2026 with the Option to purchase at any time during the 7 years at no additional cost.
- 3) **RENT:** Lessee agrees to pay the sum of \$300 per year each January for this lease. An amount equal to \$300 for each year in which rent was paid, shall be credited to the Lessee and applied to the purchase price of the property in the event that the Lessee exercises its option hereunder; otherwise, this credit shall be non-refundable and considered forfeited if the option is not exercised. Lease payments shall be made at the office of the City Secretary at the City Hall in the City of Brady, Texas.
- 4) **OPTION TO PURCHASE:** The Lessee, as part of the consideration herein, is hereby granted the exclusive right, option and privilege of purchasing property at any time during the term of this Lease/Option agreement with thirty (30) days written notice prior to the exercise of this option to purchase. The Lessee shall also notify the Lessor in writing of the exercise of this option at least thirty (30) days prior to the expiration of the initial term of this Lease/Option, by mail to the address of the office of the City Secretary at the City Hall in the City of Brady, Texas.
- 5) **COVENANTS OF LESSEE:** Commencing with and during the term of this agreement, the Lessee hereby covenants and agrees as follows:
  - (A) That the Lessee will pay all utility charges and bills, including, but not limited to, water, sewer, gas, oil, and electric, which may be assessed or charged against the property;
  - (B) That the Lessee will not use the property for any unlawful purpose; and that the Lessee will conform to and obey all laws, ordinances, rules, regulations, requirements and orders of all Federal, State, and Local governmental authorities, agencies, departments, bureaus, boards or officials, respecting the use of the property; and
  - (C) That the Lessee will surrender and deliver up the property, at the end of the lease, should the option herein not be exercised, in as good order and condition as the same now exists, reasonable use and natural wear and tear excepted.
- 6) **BREACH BY LESSEE:** Failure to pay the annual lease payment when due shall at the option of the Lessor, terminate and cancel this lease agreement upon the expiration of a 180 day grace period. Lessor shall the full right, authority and power to re-enter the premises and take possession, without further notice or legal

proceedings, together with all improvements, fixtures, property or appurtenances that may be located on the property at the time of repossession. In the event of such default, the Lessor, its employees, servants or agents are specifically by this agreement authorized and empowered to enter upon said premises and re-possess the property. Lessee waives any notice or action as a result of repossession.

- 7) **FURTHER ENCUMBRANCES:** The Lessor agrees not to lease to another third party, nor to assign, sell, option, transfer, pledge or otherwise to convey any or all rights or interests had by Lessor in the property or in this Lease/Option agreement, nor to further encumber the property nor allow the same to occur. All third parties are hereby put on notice that any leases, assignments by the Lessor, liens, options, or any other conveyances or transfers occurring subsequent to the date of this Lease/Option are hereby declared by the Lessor to be null and void and of no force and effect.
- 8) **RIGHT OF ASSIGNMENT:** Except as provided in Section 9, below, the Lessee shall only have the right to voluntarily assign, sell, transfer, pledge or otherwise convey all rights or interests which the Lessee may have in the property through this Lease/Option Agreement with City Council's formal approval. Any such assignment will release original Lessee from liability.
- 9) **BINDING AGREEMENTS:** The parties hereto agree that this Lease/Option comprises the entire agreement of the parties and that no other representation or agreements have been made or relied upon, and that this Lease/Option agreement shall inure to the benefit of and shall be binding upon the parties, their heirs, executors, administrators, personal representatives, and legal successors; or assigns as approved by the City Council in Section 8, above.

#### **OPTION TO PURCHASE TERMS**

- 10) **PRICE AND TERMS:** The Lessee agrees to pay for said property the sum of \$3160.00 less any sums for which the Lessee is entitled to claim reimbursement or offset in accordance with this agreement; the net sum to be paid in cash, certified check, or cashier's check at closing.
- 11) **INCLUDED IN THE PURCHASE:** The property shall include all land, together with all improvements thereon owned by Lessee or Lessor, all appurtenant rights, privileges, easements, and buildings, utility or storage buildings or sheds, owned by Lessee or Lessor. No Conveyance shall be made of personal property in which a third party has any ownership interest.
- 12) **TITLE:** The Lessor shall convey marketable title to the property with the above described inclusions, by good and sufficient General Warranty Deed in fee simple, with the restriction as required by Texas Local Government Code, Section 272.001(h), regarding Ineligibility for exemption provided by Section 11.142(a) Water Code, on or before closing; said title to be free, clear, and unencumbered except existing mortgages restrictions and easements of record, and the above described Water Code exemption ineligibility. Title to be conveyed to the Lessee.
- 13) **CLOSING:** The deed shall be delivered and the purchase money shall be paid no later than sixty (60) days after notification to the Lessor of the Lessee's exercise of the option.
- 14) **COSTS AND PRORATIONS:** All closing costs, including but not limited to title insurance and deed transfer, will be split 50/50 between Lessor and Lessee to be due at the time of closing, or as soon thereafter as practicable.

#### **ADDITIONAL TERMS**

- 15) In the event this agreement is placed in the hands of an attorney for enforcement the prevailing party shall be entitled to recover court costs and attorney fees.

- 16) It is further agreed and understood that Lessee shall have the right to remove any building, trailer house or fixture from the property at the expiration of this lease owned by Lessee, provided that the Lessee is not in default of the lease at the time of such removal.
- 17) It is further agreed and understood that Lessee shall have the right to cancel and terminate this lease at any time the Lessee may desire, provided that the Lessee is not at the time of cancellation, in arrears or in default of the lease.

Executed as of the day and year above written.

Lessor:

City of Brady

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

By: Michael Tacker

Lessee:

Address: P.O. Box 250 Bandera, TX 78003

Phone No. (512) 983-4044

Attest: \_\_\_\_\_

Attest: M 2 \_\_\_\_\_

STATE OF TEXAS )

COUNTY OF MCCULLOCH )

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

\_\_\_\_\_  
NOTARY PUBLIC State of Texas

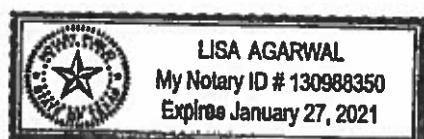
STATE OF TEXAS )

COUNTY OF TRAVIS )

SUBSCRIBED AND SWORN TO before  
me, the undersigned authority on this the  
30 day of January, 2019.

Lisa Agarwal

NOTARY PUBLIC State of Texas





THE STATE OF TEXAS

COUNTY OF McCULLOCH

Lease Agreement with Option to Purchase Real Estate

This Lease Agreement with Option to Purchase Real Estate is entered into this 1<sup>st</sup> day of February, 2019 between the City of Brady, hereinafter referred to a "Lessor" and Michael Tacker, hereinafter referred to as "Lessee."

In consideration of the mutual promises and covenants hereinafter stipulated, the parties hereby agree as follows:

- 1) **DESCRIPTION:** The Lessor agrees to lease, and the Lessee agrees to rent the real property, situated in the City of Brady, McCulloch, Texas and as more fully described as follows: being all of Lot. No. 17R in Block No.1 in the Davee Addition. See Exhibit A: Replat of Lots 1-58 Davee Addition Dated 07/10/17 which is here incorporated into this Lease Agreement with Option to Purchase Real Estate.
- 2) **TERM:** The term of this Lease/Option shall be for a period of 7 years commencing on the 1<sup>st</sup> day of February, 2019, and ending on the 1<sup>st</sup> day of February, 2026 with the Option to purchase at any time during the 7 years at no additional cost.
- 3) **RENT:** Lessee agrees to pay the sum of \$300 per year each January for this lease. An amount equal to \$300 for each year in which rent was paid, shall be credited to the Lessee and applied to the purchase price of the property in the event that the Lessee exercises its option hereunder; otherwise, this credit shall be non-refundable and considered forfeited if the option is not exercised. Lease payments shall be made at the office of the City Secretary at the City Hall in the City of Brady, Texas.
- 4) **OPTION TO PURCHASE:** The Lessee, as part of the consideration herein, is hereby granted the exclusive right, option and privilege of purchasing property at any time during the term of this Lease/Option agreement with thirty (30) days written notice prior to the exercise of this option to purchase. The Lessee shall also notify the Lessor in writing of the exercise of this option at least thirty (30) days prior to the expiration of the initial term of this Lease/Option, by mail to the address of the office of the City Secretary at the City Hall in the City of Brady, Texas.
- 5) **COVENANTS OF LESSEE:** Commencing with and during the term of this agreement, the Lessee hereby covenants and agrees as follows:
  - (A) That the Lessee will pay all utility charges and bills, including, but not limited to, water, sewer, gas, oil, and electric, which may be assessed or charged against the property;
  - (B) That the Lessee will not use the property for any unlawful purpose; and that the Lessee will conform to and obey all laws, ordinances, rules, regulations, requirements and orders of all Federal, State, and Local governmental authorities, agencies, departments, bureaus, boards or officials, respecting the use of the property; and
  - (C) That the Lessee will surrender and deliver up the property, at the end of the lease, should the option herein not be exercised, in as good order and condition as the same now exists, reasonable use and natural wear and tear excepted.
- 6) **BREACH BY LESSEE:** Failure to pay the annual lease payment when due shall at the option of the Lessor, terminate and cancel this lease agreement upon the expiration of a 180 day grace period. Lessor shall the full right, authority and power to re-enter the premises and take possession, without further notice or legal

proceedings, together with all improvements, fixtures, property or appurtenances that may be located on the property at the time of repossession. In the event of such default, the Lessor, its employees, servants or agents are specifically by this agreement authorized and empowered to enter upon said premises and re-possess the property. Lessee waives any notice or action as a result of repossession.

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- 8) **RIGHT OF ASSIGNMENT:** Except as provided in Section 9, below, the Lessee shall only have the right to voluntarily assign, sell, transfer, pledge or otherwise convey all rights or interests which the Lessee may have in the property through this Lease/Option Agreement with City Council's formal approval. Any such assignment will release original Lessee from liability.
- 9) **BINDING AGREEMENTS:** The parties hereto agree that this Lease/Option comprises the entire agreement of the parties and that no other representation or agreements have been made or relied upon, and that this Lease/Option agreement shall inure to the benefit of and shall be binding upon the parties, their heirs, executors, administrators, personal representatives, and legal successors; or assigns as approved by the City Council in Section 8, above.

#### **OPTION TO PURCHASE TERMS**

- 10) **PRICE AND TERMS:** The Lessee agrees to pay for said property the sum of \$3010.00 less any sums for which the Lessee is entitled to claim reimbursement or offset in accordance with this agreement; the net sum to be paid in cash, certified check, or cashier's check at closing.
- 11) **INCLUDED IN THE PURCHASE:** The property shall include all land, together with all improvements thereon owned by Lessee or Lessor, all appurtenant rights, privileges, easements, and buildings, utility or storage buildings or sheds, owned by Lessee or Lessor. No Conveyance shall be made of personal property in which a third party has any ownership interest.
- 12) **TITLE:** The Lessor shall convey marketable title to the property with the above described inclusions, by good and sufficient General Warranty Deed in fee simple, with the restriction as required by Texas Local Government Code, Section 272.001(h), regarding ineligibility for exemption provided by Section 11.142(a) Water Code, on or before closing; said title to be free, clear, and unencumbered except existing mortgages restrictions and easements of record, and the above described Water Code exemption ineligibility. Title to be conveyed to the Lessee.
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- 16) It is further agreed and understood that Lessee shall have the right to remove any building, trailer house or fixture from the property at the expiration of this lease owned by Lessee, provided that the Lessee is not in default of the lease at the time of such removal.
- 17) It is further agreed and understood that Lessee shall have the right to cancel and terminate this lease at any time the Lessee may desire, provided that the Lessee is not at the time of cancellation, in arrears or in default of the lease.

Executed as of the day and year above written.

Lessor:

City of Brady

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

By: Michael Tacker

Lessee:

Address: P.O. Box 250 Bandera, TX 78003

Phone No. (512) 983-4044

Attest: \_\_\_\_\_

Attest: M J \_\_\_\_\_

STATE OF TEXAS )

COUNTY OF MCCULLOCH )

SUBSCRIBED AND SWORN TO before

me, the undersigned authority on this the

\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC State of Texas

STATE OF TEXAS )

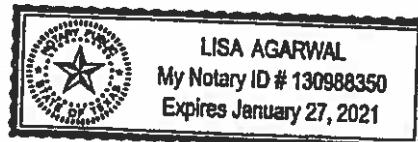
COUNTY OF TRAVIS )

SUBSCRIBED AND SWORN TO before

me, the undersigned authority on this the

30 day of January, 2019.

Lisa Agarwal \_\_\_\_\_  
NOTARY PUBLIC State of Texas





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

<b>AGENDA DATE:</b>	2-5-19	<b>AGENDA ITEM</b>	7.A.
<b>AGENDA SUBJECT:</b>	Discussion, consideration and possible action regarding second and final reading of Ordinance 1263 of the City of Brady, Texas, adding additional duties to the Tourism Advisory Board the responsibility of accepting and reviewing Hotel Occupancy Tax Grants, adopting the required forms for HOT Grants, and requiring City Council approval of all HOT Grants.		
<b>PREPARED BY:</b>	Kim Lenoir	<b>Date Submitted:</b>	1-31-19
<b>EXHIBITS:</b>	Ordinance and HOT Grant Forms		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	\$00.00	
	<b>Amount Budgeted:</b>	\$00.00	
	<b>Appropriation Required:</b>	\$00.00	
<b>CITY MANAGER APPROVAL:</b>			

**SUMMARY:**

On November 6, City Council directed the Visit Brady staff to establish the Tourism Advisory Board for the City Council to advertise and fill positions. The Tourism Advisory Board was established by Ordinance 1262.

On January 8, City Council directed staff to include the HOT Tax Grant Program as part of the Tourism Advisory Board duties, instead of the existing HOT Tax Grant Committee.

This ordinance defines the HOT Tax Grant Program and how the grants are to be administered by the Tourism Advisory Board and approved by City Council.

On January 22, City Council approved the first reading of this Ordinance.

**RECOMMENDED ACTION:**

**Mayor will ask:** "Madam City Secretary please read the Ordinance Preamble for the record in accordance with the City Charter." "Secretary reads preamble"

**Mayor calls for a motion:** Move to approve second and final reading of Ordinance 1263.

**ORDINANCE NO. 1263**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADY  
ESTABLISHING THAT HOT TAX GRANTS ARE AN ADDED DUTY OF THE  
TOURISM ADVISORY BOARD; ESTABLISHING THE HOT TAX GRANT  
FORMS AND PROCESS; AND REQUIRING CITY COUNCIL APPROVAL.**

**WHEREAS**, the City Council of the City of Brady jointly funded and adopted the *Visit Brady Strategic Plan* and have contracted with the Brady/McCulloch County Chamber of Commerce to implement the Plan; and

**WHEREAS**, the City Council of the City of Brady wished to allow for additional duties of the Tourism Advisory Board to include HOT Tax Grant applications and recordkeeping; and

**WHEREAS**, the Visit Brady Director or designee shall serve as secretary, provide the Tourism Advisory Board with all information necessary for the performance of its duties and keep a record of all transactions; and

**WHEREAS**, the City Council is adopting the forms and processes attached as exhibits to be used to award HOT Tax Grants; and

**WHEREAS**, the City Council is to review the HOT Tax Grant applications and approve the grant awards as recommended by the Tourism Advisory Board.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS:**  
That the HOT Tax Grant Program is added to the duties of the Tourism Advisory Board, that was established in Ordinance 1262:

1. The Visit Brady Director or designee shall serve as secretary, provide the Tourism Advisory Board with all information necessary for the performance of its duties and keep a record of all transactions.
2. Forms and Process to award and distribute Grants shall be as attached in Exhibit A.
3. Each HOT Tax Grant Award will be approved by City Council.

**Passed and approved on the FIRST READING this 22nd day of January, 2019.**

**Passed and approved on the SECOND READING this 5th day of February, 2019.**

---

Anthony Groves, Mayor

ATTEST:

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Tina Keys, City Secretary

**Ordinance No. 1263  
Exhibit A**

**Attached Forms Include:**

1. Hotel Occupancy Tax (HOT) Funding Application
2. Hotel Occupancy Tax Use Guidelines Under Texas State Law and Funding Application Form
3. HOT Reimbursement Checklist
4. City of Brady Visitor Survey
5. Post Event Report Form
6. Conflict of Interest Questionnaire
7. W-9 Request for Taxpayer Identification Number and Certification

# City Council

## City of Brady, Texas

### Agenda Action Form

AGENDA DATE:	02-05-19	AGENDA ITEM	7.B.
AGENDA SUBJECT:	Discussion, consideration and possible action on Resolution 2019-005 to dissolve the HOT Tax Tourism Grant Committee established by City Council Resolution 2016-057		
PREPARED BY:	Kim Lenoir / Tina Keys	Date Submitted:	2/1/2019
EXHIBITS:	Resolution 2019-005 Resolution 2016-057		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			

#### **SUMMARY:**

On November 6, 2016, the City Council passed Resolution 2016-057 revising the Hotel/Motel Occupancy Tax Use Policy established on September 2, 2014 and establishing a review committee consisting of the City Manager, Finance Director, Director of Community Service and a member of the City of Brady City Council.

On January 8, 2019 the City Council directed staff to include the HOT Tax Grant Program as part of the Tourism Advisory Board duties, instead of the existing HOT Tax Grant Committee.

If Ordinance 1263, is approved tonight (Item 7.A) the Tourism Advisory Board will administer the HOT Tax Grant Program.

This Resolution will now dissolve the existing HOT Tax Tourism Grant Committee

#### **RECOMMENDED ACTION:**

Move to approve Resolution 2019-005

**RESOLUTION 2019-005**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS DISSOLVING THE HOT TAX TOURISM GRANT COMMITTEE ESTABLISHED BY RESOLUTION 2016-057.**

**WHEREAS**, on November 15, 2016, City Council passed Resolution 2016-057 revising the Hotel/Motel Occupancy Tax Use Policy established on September 2, 2014; and

**WHEREAS**, Resolution 2016-057 established the HOT Tax Tourism Grant review committee to consider requests for Hotel/Motel Occupancy Tax revenue; and

**WHEREAS**, on November 2, 2018, City Council directed the Visit Bready staff to establish the Tourism Advisory Board; and

**WHEREAS**, on January 8, City Council directed Staff to include the HOT Tax Grant Program as part of the Tourism Advisory Board duties, instead of the existing HOT Tax Grant Committee.

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

The City of Brady is dissolving the HOT Tax Tourism Grant Committee established in 2014 and 2016.

**PASSED AND APPROVED** this the 5<sup>th</sup> day of February, 2019.

**CITY OF BRADY:**

---

Anthony Groves, Mayor

Attest: \_\_\_\_\_

Tina Keys, City Secretary

**RESOLUTION NO. 2016-057**

**A RESOLUTION OF THE CITY OF BRADY, TEXAS REVISING THE HOTEL/MOTEL OCCUPANCY TAX USE POLICY ESTABLISHED ON SEPTEMBER 2, 2014**

**WHEREAS**, the Council of the City of Brady established a policy for the use of funds generated by Hotel/Motel Occupancy Tax; and

**WHEREAS**, the City Staff of the City of Brady has reviewed the program and finds it necessary to update the Hotel/Motel Occupancy Tax Use Policy; and

**WHEREAS**, City Staff believes these changes are necessary to allow funds to be available to a wider variety of events; and

**WHEREAS**, City Staff believes these changes are necessary to prevent long term funding of events that may not meet the intent of the program; and

**WHEREAS**, City Staff believes these changes will generate appropriate reporting to demonstrate that the funds are used in the manner for which they were intended.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS**, that the Hotel/Motel Occupancy Tax Use Policy established on September 2, 2014 be revised as reflected in Exhibit A attached hereto.

**PASSED and APPROVED** this the 15<sup>th</sup> day of November, 2016.

  
Anthony W. Groves  
Anthony Groves, Mayor

  
Tina Keys, City Secretary

**CITY OF BRADY**  
**HOTEL/MOTEL OCCUPANCY TAX USE POLICY**

**Purpose:** The City Council for the City of Brady hereby adopts this policy in order to assure compliance with Texas Statutes and to fairly and prudently distribute Hotel/Motel Occupancy Tax (HOT) Fund revenues for approved activities, programs, and events.

**Authorization:** The City of Brady, as authorized by Chapter 351 of the Texas Tax Code, levies a local hotel/motel occupancy tax to promote tourism within the city. The proceeds of this tax are used to promote a number of local events that bring overnight travelers to the city.

**Statutorily Authorized Use of Hotel/Motel Tax Revenues:** There is a two-part test that every expenditure of local HOT revenue must pass to be valid. First, the expenditure must directly enhance and promote tourism and the convention and hotel/motel industry.

Second, every expenditure must clearly fit into at least one of the nine (9) statutory categories for expenditure of local HOT revenues as follows:

1. Fund the establishment, improvement or maintenance of a convention center or visitor information center,
2. Fund administrative costs for facilitating convention registration,
3. Fund tourism-related advertising and promotion of the city or its vicinity,
4. Fund programs that enhance the arts,
5. Fund historical restoration or preservation programs,
6. Fund sporting events which majority of participants are tourists,
7. The promotion of tourism by the enhancement and upgrading of existing sports facilities or fields,
8. The funding of transportation systems for tourists,
9. Signage directing the public to sights and attractions that are visited frequently by hotel guests in the municipality.

*Under section 351.101 of the Texas Tax Code there are 12 categories, however three (3) items do not apply to the City of Brady.*

**Policy:** The City of Brady will consider requests for Hotel/Motel revenue for convention centers, arts programs, and historical restoration on a case-by-case basis. Requests will be reviewed on a first come, first reviewed, as submitted basis until funds are no longer available.

For tourism-related and sporting activities, programs, and events the review committee will generally adhere to the following guidelines:

- Organizers of the event must declare that the event will draw visitors to the city that will stay overnight in one of the local motels.
- Organizers will submit a revenue and expense budget for review at the time of application.
- If an event produces surplus revenue, the amount of the request shall automatically be reduced by the surplus amount.
- All events that receive HOT funds from the City of Brady shall conduct attendee surveys, the form for which will be provided by the City.
- The organizer shall provide to the City, within 30 days of the event, a report detailing how HOT funds were spent and detailing the results of the visitor survey.
- Approval of grants in previous years to a grantee does not guarantee future funding.

- Funds for these events will be available for actual cost of providing notice of the event through newspaper and other publication advertising, radio and television advertising, posters, and other forms of notice that may be approved by the review committee.
- Funds may be used to offset actual costs of running the event.
- Event organizers should submit a list of scheduled activities, programs, or events, with estimated costs, for any given year.
- After the activity, program, or event, the organizer shall submit receipts and/or invoices for review by the City Council.
- Projects developed by the City or its tourism partner, the Brady/McCulloch County Chamber of Commerce shall have priority.

The review committee shall consist of the City Manager, Finance Director, Director of Community Service and a member of the City of Brady City Council.

This policy is duly revised, approved and adopted by the City Council of the City of Brady on the 15<sup>th</sup> day of November, 2016.

Signed: Anthony W. Groves

Anthony Groves, Mayor

Attest: \_\_\_\_\_

Tina Keys, City Secretary

# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	02/25/2019	<b>AGENDA ITEM</b>	7.C.
<b>AGENDA SUBJECT:</b>	Discussion, consideration and possible action to authorize the Mayor to sign the Interlocal Agreement between the City of Brady and McCulloch County to share equipment to improve and maintain roads and infrastructure projects.		
<b>PREPARED BY:</b>	T. Keys	<b>date</b>	2/1/2019
<b>EXHIBITS:</b>	Interlocal Agreement		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	\$00.00	
	<b>Amount Budgeted:</b>	\$00.00	
	<b>Appropriation Required:</b>	\$00.00	
<b>CITY MANAGER APPROVAL:</b>			
<b>SUMMARY:</b> <p>The City and the County have approved annual cooperative agreements with each other for several years in order for the County to provide equipment and labor as needed on City owned public property and infrastructure projects to better serve the residents of the City; and for the City to provide equipment and labor as needed on County owned public property and infrastructure projects to better serve the residents of the County.</p> <p>The City and the County will exchange only services, equipment, and labor as part of this Agreement and only when both feel the arrangement is of benefit to both agencies.</p> <p>This Agreement is in accordance with the Interlocal Cooperation Act contained in Chapter 792 of the Texas Government Code.</p> <p>On January 22, the City and County met in a joint work session and expressed the desire to continue this Interlocal Agreement.</p>			
<b>RECOMMENDED ACTION:</b> <p>Approve agreement as desired.</p>			

## **INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF BRADY AND MCCULLOCH COUNTY, TEXAS**

This Interlocal Cooperation Agreement (Agreement) is made and effective this 2nd day of January 2019 by and between The City of Brady, Texas, (City), and McCulloch County, Texas (County), hereinafter collectively referred to as the "Parties," upon the premises and for the consideration stated herein.

### **RECITALS**

WHEREAS, the City and the County desire to cooperate with each other in order for the County to provide equipment and labor as needed on City owned public property and infrastructure projects to better serve the residents of the City; and

WHEREAS, the City and the County desire to cooperate with each other in order for the City to provide equipment and labor as needed on County owned public property and infrastructure projects to better serve the residents of the County; and

WHEREAS, the City and the County will exchange only services, equipment, and labor as consideration as part of this Agreement; and

WHEREAS, the Parties intend to conform this Agreement in all respects in accordance with the Interlocal Cooperation Act contained in Chapter 792 of the Texas Government Code.

NOW THEREFORE, the Parties agree as follows:

### **AGREEMENT**

**A. *Recitals***

The foregoing recitals are hereby incorporated into this AGREEMENT and shall be considered mutual covenants that are part of and incorporated within the terms and conditions that are relied upon and bind the Parties.

**B. *Term.***

The term of this Agreement is one year. This Agreement shall terminate on the first anniversary of its effective date.

**C. *City Responsibilities***

At request of the County, the City may provide services, equipment, and labor to repair and maintain County roads and infrastructure.

**D. *County Responsibilities***

At request of the City, the County may provide services, equipment, and labor to repair and maintain City roads and infrastructure.

## E. *Supervision*

All work performed under this Agreement shall be supervised by both a City designated supervisor and a County Commissioner for the location in which the work is being performed.

## F. *Termination*

The Agreement may be terminated by either Party by providing the other Party with thirty (30) day's written notice.

**G. *Choice of Law and Venue***

This Agreement shall be interpreted and construed according to the laws of the State of Texas. All disputes involving this Agreement shall be filed in a district court in McCulloch County, Texas.

## H. *Notice*

All notices provided under this Agreement shall be in writing and may be effected upon personal delivery or by registered or certified mail, return receipt requested when mailed to the Party at the following addresses:

CITY: City of Brady  
Attn: Kim Lenoir, City Manager  
P O Box 589  
Brady TX 78691-0589

COUNTY: McCulloch County, Texas  
Attn: Judge Bill Spiller  
199 Courthouse Square, RM 302  
Brady, Texas 76825

APPROVED AND EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_ 2019 by City of Brady.

[signatures follow]

**CITY OF BRADY, TEXAS**

By: \_\_\_\_\_  
Anthony Groves, Mayor  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Tina Keys, City Secretary

**MCCULLOCH COUNTY, TEXAS**

By: \_\_\_\_\_  
Bill Spiller, McCulloch County Judge  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_

G. Rollie White Joint City -County Steering Committee Meeting

Held at Extension Office

Minutes

1:00 p.m. January 3, 2019

1. Call to Order- 1pm

Present – Justin Klinksiek, Jacque Behrens, Jeffery Sutton, Jason Behrens, Sheila VanZant, Michael Probst, Taylor Hoffpaireer, Tony Groves, Bill Spiller, Dennis Jobe, Hailey White and Peter Lamont.

2. Review and approve Minutes from the November 26, 2018. No changes needed.
3. Discuss Design -Build and other alternatives – Justin Klinksiek discussed different alternates to the Design and Construction of the project. He presented a Design Build concept which would involve different Engineers and Subs resulting in more contracts and time and meetings with different companies and bidding processes. He met with a San Antonio construction firm and they recommended using a Construction Manager at Risk (CMAR) type of contract which allows direct contact between the parties without all the middle man and unnecessary steps in between.
4. Steps for future County-wide Venue (HOT) election – Judge Spiller discussed the Hotel Motel Tax that allowed 2% for this Venue which would be \$65,000.00 per year. He also discussed getting an agenda out for the May 2019 election.
5. Speaker Series to share GRW Master Plan- Good News luncheon to be on February 13, 2019.
6. Update on 501©3 “Friends of GRW” tax status- Items discussed were that a Bank Account needs to be open before anything else can be done. The bank account can be opened then get the 501©3 status and start raising money.
7. City Draft Lease Agreement to Friends of GRW-no update. Questions brought up were who is going to own the facility and how many years is the lease. This needs to be worked out soon. City staff will discuss with City Council and City Attorney.
8. Set up next meeting: Good News Luncheon and meeting will be February 27, 2019.
9. Adjourn – 1:55 pm.

In Attendance for January 7, 2019 LEPC Meeting

Bill Spiller	Anthony Groves	Lisa Perry
Steve Thomas	Lloyd Perrin	Kylie Harmon
Mike Hudson	Rogelio Castanuela	Erin Sosa
James Blankenship	John Dagen	Maritia Barham
Maggie Sawyer	Kim Lenoir	JT Owens
Michael Jordan	Diego Subia	Les Brook

McCulloch County

Local Emergency Planning Committee (LEPC)

Date: 1/7/19 Time: 9:30 A.M. Place: McCulloch County Sherrifs EOC office.

**Agenda**

**A. Open Meeting-09:31**

**B. Old Business:**

A. Law Enforcement Topics –Siren testing will be performed the first Tuesday of each month. January's siren testing did not take place due to lack of staffing and holiday.

B. Hospital Patient Load-Busy. - Flu cases decreasing.

C. Fire / EMS Topics – Paramedic School is still going until February. Burn ban lifted.

**C. New Business:**

A. Introduction on new members- Bill Spiller as new county judge.

B. Tornado damage- Minimal. Danny Neal does not think we will be getting any funding.

C. Voted yes to continue having meetings at Sheriffs EOC office.

D. HOT wind turbines is a go. Construction 2<sup>nd</sup> half 2019, mid 2020 for completion. 55-60 turbines, 10 month timeline. Discussed TX DOT challenges such as blades lengths and changing travel pathways.

E. Table top scenario discussed, will include all city departments and be held January 21, 2019.

**D. Closed meeting-09:51. Next meeting will be February 4, 2019.**

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The Brady Type A and B Economic Development Corporation of the City of Brady, Texas met in a Regular Monthly Meeting on Thursday, January 17, 2019, at 12:00 p.m. at the City of Brady Municipal Court Building located at 207 S. Elm Street, Brady, Texas. BEDC President Jason Valdez presided over the meeting. BEDC Type A Board Members present were Lauren Bedwell, Don Miller, Erin Betts and Michele Derrick. Also, in attendance were City Manager Kim Lenoir, Treasurer Lisa Remini, Mayor Tony Groves, Type B Board Members Amy Greer, Billie Davis and Board Secretary Kathryn Meroney. Lynn Farris was also in attendance.

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

President Jason Valdez called the meeting of the Type A and Type B to order at 12:01 p.m. Roll was called for both Type A and Type B and a quorum was certified by the Board Secretary. 2. Minutes from December 12, 2018 A&B were approved unanimously. Vote 5-0 by Type A. Vote 7-0 by Type B.

**3. REPORTS/PRESENTATION ITEMS**

- A. Jason Valdez-reviewed bills paid since last review of expenses.

**4. INDIVIDUAL CONCERNS**

- A. Discussion, consideration and possible action on creating and approving a job description for Administrator of the Brady Economic Development Corporation. President Jason Valdez took ideas from the board members on what they would like to see in a candidate for Administrator. The ideas discussed were: College Education or Extensive Experience in Economic Development (at least 5 years); Marketing and Media Experience; Experience in Municipal Government; Personable and Bold when making contacts; Grant writing experience; McCulloch County resident or willing to become one; Willing to Travel; Collaborative Attitude; Valid Driver's License; Willing to take Background and Drug Test; Book keeping and or Accounting Software Knowledge

The above items were discussed and will be used by Jason Valdez and Amy Greer to create an advertisement for the local Newspaper, TML, and EDC web site. The goal for posting the advertisement is February 1, 2019. Erin Betts will prepare a job application. Individuals can pick up an application or they can go to a website to download. The board discussed possible salary. The board discussed employee vs. contract. The entire board agreed that they would prefer having a contract individual at Full-time. Goals were discussed. Main goal being Bring Business to Brady and expand existing business. Mayor Tony Groves suggested that the word expectation be used in place of goals and all agreed. President Jason Valdez reminded the board of three upcoming dates. The dates being January 22 – 12 noon Work Session with City Council, January 23 – 10:30am Railroad Mtg. at the Community Room and January 24 – 6pm Chamber Banquet.

- B. Discussion, consideration and possible action on officially posting the job opening for Administrator of the Brady Economic Development Corporation. Lauren Bedwell made a motion to post the advertisement that Jason Valdez and Amy Greer create. There was a second by Michele Derrick and all were in favor. Vote 7-0.

**5. ADJOURNMENT**

There being no further business, President Jason Valdez adjourned the meeting at 12:55 p.m.

\_\_\_\_\_  
Jason Valdez, President

Attest: \_\_\_\_\_  
\_\_\_\_\_  
Kathryn Meroney, Board Secretary

Jon Niermann, Chairman  
Emily Lindley, Commissioner  
Toby Baker, Executive Director



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

December 19, 2018

Ms. Kim Lenoir  
City Manager  
City of Brady  
P.O. Box 351  
Brady, Texas 76825

Re: Request for Information  
*Response Action Plan for Remedy Standard B*, dated September 24, 2018  
City of Brady Former Power Plant  
900 West 1<sup>st</sup> Street, Brady (McCulloch County), Texas  
TCEQ SWR No. 84607; CN600249866; RN101472975,  
EPA ID No. TXD988066296,  
TCEQ Agreed Final Judgment No. GV000266

Dear Ms. Lenoir:

The Texas Commission on Environmental Quality (TCEQ) has received the above-referenced report that proposes a response action for addressing the soil and groundwater protective concentration limit (PCL) exceedance zones. The TCEQ cannot accept the Response Action Plan (RAP), as the proposed soil remedy is included as part of the modified groundwater response object, i.e. a plume management zone (PMZ). In addition, the proposed institutional control (deed notice) does not contain adequate language or survey maps/meets and bounds description(s) for our review. *Please provide a revised RAP within 90 days of the date of this letter.*

Per the soil sampling results presented in the Affected Property Assessment Report, the extent of the soil PCLE zone appears to be limited to one soil sample (B-5 at 12 ft) exhibiting a total petroleum hydrocarbon concentration above the PCL. TCEQ understands that this area was previously excavated, and the location is covered with approximately 10 feet of clean fill. Based on this information, a separate remedy for soil does not appear to be warranted. Other than denoting the soil sample location and the analytical results on site figures, please remove reference to the soil PLCE zone from the RAP.

Regarding the Deed Notice for establishing the PMZ per 30 TAC 350.33(f)(4), please refer to TCEQ's guidance document RG336/TRRP-16: Institutional Controls Under TRRP for further information.

Please also note that it is the continuing obligation of persons associated with a site to ensure that municipal hazardous waste and industrial solid waste are managed in a manner which does not cause the discharge or imminent threat of discharge of waste into or adjacent to waters in the state, a nuisance, or the endangerment of the public

Ms. Kim Lenoir  
Page 2  
December 19, 2018  
TCEQ SWR No. 84607

health and welfare as required by 30 TAC § 335.4. If the response actions described in the report fail to comply with these requirements, please take any necessary and authorized action to correct such conditions.

Questions concerning this letter should be directed to me at (512) 239-2991. When responding by mail, please submit one paper copy and one electronic copy (on USB or disc) of all correspondence and reports to the TCEQ Remediation Division at Mail Code MC-127. An additional copy should be submitted in electronic format to the local TCEQ Region Office. The information in the reference block should be included in all submittals. Note that the electronic and hard copies should be identical, complete copies. A Correspondence ID Form (TCEQ Form 20428) must accompany each document submitted to the Remediation Division, and should be affixed to the front of your submittal. The Correspondence ID Form helps ensure that your documents are identified correctly and are routed to the applicable program for a timely response.

Sincerely,



Gerald F. Wick, P.G., Project Manager  
Team 1, VCP-CA Section  
Remediation Division  
Texas Commission on Environmental Quality

GFW/mdh

CC: Mr. Christopher Mayben, Waste Section Manager, TCEQ San Angelo Region 8  
Office