



# BRADY

THE CITY OF

# TEXAS

Tony Groves  
Mayor

Rey Garza  
Council Member Place 1

Missi Davis  
Council Member Place 2

Jeffrey Sutton  
Council Member Place 3

Jane Huffman  
Mayor Pro Tem  
Council Member Place 4

Jay May  
Council Member Place 5

Dennis Jobe  
Interim 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 MAY 21, 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 May 21, 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 and Special Meetings on May 7, 2019.

### 5. PRESENTATION

North Substation Transformer - damage status report

### 6. PUBLIC HEARING: (none)

Public Hearing to hear comments for or against amending Zoning Ordinance 933, Section 28.10 (Zoning Use Chart) to allow Gun Sales in an Office District for property located at 602 W. 17<sup>th</sup> Street as requested by Charles and Barbara Garner

### 7. INDIVIDUAL CONCERNs

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

- A. Discussion, consideration and possible action regarding the second and final reading of Ordinance 1270 of the City of Brady, Texas, to adopt the 2019 Brady Water Conservation and Drought Contingency Plan as required by the Texas Water Development Board and TCEQ.

- B. Discussion, consideration and possible action regarding the first reading of **Ordinance 1274** to amend Zoning Ordinance 933, Section 28.10 (Zoning Use Chart) to allow Gun Sales in an Office District for property located at 602 W. 17<sup>th</sup> Street as requested by Charles and Barbara Garner.
- C. Discussion, consideration and possible action regarding first reading of **Ordinance 1275** of the City of Brady, Texas to amend the FY2019 Budget to purchase the property described as the East 30 feet of Lots 1, 2, 3 and 4 and all of Lot A, Block No. 6, Fairview Addition, City of Brady. (\$60,000)
- D. Discussion, consideration and possible action to approve **Resolution 2019-026** authorizing publication of notice of intent to issue City of Brady combination tax and surplus waterworks and sewer system revenue certificates of obligation 2019A and 2019B the combined total not to exceed \$10,435.00.
- E. Discussion, consideration and possible action regarding award of Sewer Jetter Machine to Harben, Inc., Cumming, GA in the amount of \$50,013.00.
- F. Discussion, consideration and possible action approving Subordination and Intercreditor Agreement with Bonneville Mortgage Company in relation to a loan of \$53,000 to THF Brady Housing, Ltd, in accordance with **Resolution 2015-13** to replace a prior approval of Intercreditor Agreement with JP Morgan Chase.
- G. Discussion, consideration and possible action regarding review of **Ordinance 1198** adopted on July 19, 2016 relating to Curfew.
- H. Discussion, consideration and possible action regarding a "Personal Day" for City Employees.
- I. Discussion and summary of City Council action and if procedures and processes worked.
- J. Discussion by City Council of City improvements to be recognized

## **8. STAFF REPORTS**

- A. **Monthly Financial and Utility Reports**
- B. **Monthly Activity Reports:** Visit Brady Report, Seniors, Golf, BPD, Fire-EMS Calls, BVFD Expense Report, Animal Control, Airport, Code Enforcement, Chronic Code Complaints, and Structures Inhabited without Utilities
- C. **Upcoming Special Events/Meetings:**
  - May 23 – Last Day of School BISD
  - May 26 – City Swimming Pool Opens
  - June 1 & 2; 8 & 9 – Mission Brady Workdays
  - June 6 – 75<sup>th</sup> Anniversary of D-Day and Earl Rudder Statue Dedication
  - June 8 – Inaugural Brady Farm to Table Fundraiser Dinner by Chamber of Commerce – Downtown
  - June 13 – Employee Appreciation Pool Party
  - July 6 – 10am - 93<sup>rd</sup> July Jubilee Parade – Downtown Square
  - July 26, 2019 – Denton Navarro HOG WILD, Live Oak, Texas
- D. **Upcoming City Calendar:**
  - May – Military Exercises – Curtis Field Airport

May or June— Dedication of Richards Park Improvements  
June 15 – Dedication of Willie Washington Park Improvements  
June 21-22 – Juneteenth, Willie Washington Park  
June 18 – 12 noon – Open Meetings Board Training and Appreciation Lunch  
July 16, 18, 23<sup>rd</sup> – 9:00 a.m. – 4:00 p.m. Budget Work Sessions  
July 24<sup>th</sup> & 25<sup>th</sup> – Budget Work Sessions, if necessary

## 9. ANNOUNCEMENTS

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

## 10. EXECUTIVE SESSION

The City Council of the City of Brady will adjourn into Executive Session for the following:

- A. Pursuant to Section 551.074 (Personnel Matters) City Council will meet to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: Kim Lenoir / Dennis Jobe
- B. Pursuant to Section 551.071 (Consultation with Attorney), the City Council will consult with the City Attorney on pending or contemplated litigation or a settlement offer or 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 conflict with the Texas Open Meetings Act - Old Brady Hospital; Carrizales v. Brady Police Department (SOAH); Kim Lenoir

## 11. 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 met in a Special Meeting on Tuesday, May 7, 2019 at 5:00 p.m. 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, Rey Garza, Jim Griffin, Missi Davis, and Jeffrey Sutton. City staff present were Interim City Manager Dennis Jobe, Finance Director Lisa Remini, Public Works Director Steve Miller, Police Chief Steve Thomas, and City Secretary Tina Keys. Also in attendance were Jay May and Lynn Farris.

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

Mayor Groves called the meeting to order at 5:00 p.m. Council quorum was certified.

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

Regular Session was closed at 5:02 p.m. and Council went into Executive Session. Executive Session was opened at 5:03 p.m. Executive Session was closed at 5:47 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: Kim Lenoir
- b. Pursuant to recommendation by the city attorney, the mayor changed the announcement to go into executive session to be under section 551.071 consultation with city attorney under reserved rights at the end of the agenda.

Regular Session was opened at 5:48 p.m.

#### **3. OPEN SESSION ACTION**

Council Member Davis moved to direct the City Attorney to negotiate the revised buyout agreement with Kim Lenoir as proposed by her attorney and bring back for consideration at the next meeting. Seconded by Council Member Sutton. All Council Members voted "aye" and none "nay". Motion carried in a 5 – 0 vote.

#### **4. ADJOURNMENT**

There being no further business, the Mayor adjourned the meeting at 5:51 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, May 07, 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, Missi Davis, Jay May and Jeffrey Sutton. City staff present were Interim City Manager Dennis Jobe, Finance Director Lisa Remini, Public Works Director Steve Miller, Police Chief Steve Thomas, Fire Chief Lloyd Perrin, Code Enforcement Officer Walter Holbert, and City Secretary Tina Keys. Also in attendance were Jay May, Loya Young, Judyne Oden, Melissa Hail, Sue Ellen Young, Shannon Hernandez, Neeley Taylor, Cody Estes, Archie Harlow, Lee Sellers, Teresa Leifeste, Janie White, Jeannie Michon, Lisa Dodd, William White, Annita Ellison, Sheryl Whitworth, Michael Whitworth, Michael Rider, Christina Rider, Vickie May and Kim Lenoir.

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

Mayor Groves called the meeting to order at 6:02 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.

Presentation by the Girl Scouts was done at this time. Melissa Hale and Girl Scouts presented donated cookies to first responders.

#### **3. PUBLIC COMMENTS**

Lisa Dodd – 901 Bombay still wants something done. She went on to say that activity is taking place but there is still a long way to go.

#### **4. CONSENT AGENDA**

- a. Approval of Minutes for Regular Meeting on April 19, 2019 and Special Meeting on April 23, 2019
- b. Discussion, consideration and possible action for a Motorcycle Awareness Proclamation and to grant approval of a noise variance for the Iron Horse Motorcycle Club Motorcycle Rally at the Brady Lake Gun Range on October 4<sup>th</sup> and 5<sup>th</sup>, 2019.

Council Member Davis moved to remove Item B. Seconded by Council Member Davis.

Item B was removed from Consent Agenda. Council Member Davis moved to approve the Consent Agenda, Item A. Seconded by Council Member Garza. All Council Members voted "aye" and none "nay". Motion passed with a 5 – 0 vote.

Motorcycle Awareness Proclamation was read and presented to Iron Horse Motorcycle Club. Council Member Garza moved to approve item B. Seconded by Council Member Huffman. All Council Members voted "aye" and none "nay". Motion passed with a 5 – 0 vote.

#### **5. PRESENTATIONS: None Scheduled**

McCulloch County Girl Scouts - Fire / Ems / Police / Sheriff cookie donation presentation was presented after the invocation and pledge of allegiance.

#### **6. PUBLIC HEARINGS:**

There were no public hearings

## 7. INDIVIDUAL CONCERNS

- A. Recognition of outgoing Council Member Jim Griffin. Mayor Groves remarked how much he appreciated all that Council Member Jim Griffin has done for the City of Brady. Council Member Griffin thanked everyone. Council took a recess at 6:20 p.m. for a brief reception honoring Jim Griffin. Council resumed regular session at 6:35 p.m.
- B. Administration of Oath of Office and Swearing in of the newly elected council member: Jay May, City Council Place 5. City Secretary Tina Keys swore in new Council Member Jay May.
- C. Discussion, consideration and possible action to elect Mayor Pro Tem. Numbers were randomly distributed to Council Members and Mayor. Council Member Garza had number one and nominated Council Member Huffman. Mayor Groves nominated Council Member Sutton. Council Member Sutton nominated himself. Council Member Huffman nominated herself. Council Member May nominated Council Member Sutton. Council Member Davis nominated Council Member Huffman resulting in a tie between Huffman and Sutton. City Attorney wrote down a number. Council Member Huffman picked 4, Council Member Sutton picked 7. Number was one. Jane Huffman was closest and elected as Mayor Pro Tem.
- D. Discussion, consideration and possible action regarding the first reading of Ordinance 1270 of the City of Brady, Texas, to adopt the 2019 Brady Water Conservation and Drought Contingency Plan as required by the Texas Water Development Board and TCEQ. Steve Miller presented. Council Member Huffman brought up the need to strike 3-B on page 2019-11 and replace as written on page 2019-22. Council Member May moved to approve the first reading of Ordinance 1270 with page 2019-11, item 3.a. amended to read same as page 2019-22, Moderate #2. Seconded by Council Member Davis. All Council Members voted "aye" and none "nay". Motion passed with a 5 – 0 vote.
- E. Discussion, consideration, and possible action regarding second and final reading of Ordinance 1272 of the City of Brady, Texas to deny and disapprove the proposed changed rate schedules and service regulations filed with the City of Brady by Oncor Electric Delivery Company LLC as requested by Oncor Electric Delivery Company LLC. Council Member Sutton moved to approve the second and final reading of Ordinance 1272. Seconded by Council Member Garza. All Council Members voted "aye" and none "nay". Motion passed with a 5 – 0 vote.
- F. Discussion, consideration, and possible action regarding Performance Agreement between the EDC and the Brady / McCulloch County Chamber of Commerce. Dennis Jobe presented. Jason Valdez commented that both boards worked together to come up with this final document. Council Member Huffman moved to approve. Seconded by Council Member Davis. All Council Members voted "aye" and none "nay". Motion passed with a 5 – 0 vote.
- G. Discussion and summary of City Council action and if procedures and processes worked. There were no comments.
- H. Discussion of a City improvement recognized by City Council. Mayor Groves commented on improvements at ballfield and said a lot of work has been done on the fields and surrounding areas. Council Member May appreciated that the City removed a prefab home in Simpson Lake Club and they're glad it's gone. Council Member Sutton invited everyone to drive by the old hospital and said it is being taken apart, slowly but surely. Anita Ellison commented on

the houses that have been taken down and said it looks great. Dennis Jobe commented on Electric company going out at night in bad weather and said they are doing a great job, and PPM has been mowing and mowing because of all of the rain. Council Member Davis commented that electric department even helps other companies. "There were Frontier lines that were down but Frontier didn't come out so our electric guys went out."

## 8. STAFF REPORTS

- A. **Monthly Finance and Utility Reports**
- B. **Monthly Activity Reports:** Visit Brady Report, Seniors, Golf, BPD, Fire-EMS Calls, BVFD Expense Report, Animal Control, Airport, Code Enforcement, Chronic Code Complaints, and Structures Inhabited without Utilities
- C. **UPDATE ON 901 BOMBAY**
- D. **Upcoming Special Events/Meetings:**
  - May 23 – Last Day of School BISD
  - May 26 – City Swimming Pool Opens
  - June 1 & 2; 8 & 9 – Mission Brady Workdays
  - June 6 2:00 p.m. – 75<sup>th</sup> Anniversary of D-Day and Earl Rudder Statue Dedication
  - June 8 – Inaugural Brady Farm to Table Fundraiser Dinner by Chamber of Commerce – Downtown
  - June 13 – Employee Appreciation Pool Party
  - July 6 – 10am - 93<sup>rd</sup> July Jubilee Parade – Downtown Square
  - July 26, 2019 – Denton Navarro HOG WILD, Live Oak, Texas
- E. **Upcoming City Calendar:**
  - May 29, 30, 31 – Military Exercises – Curtis Field Airport
  - May or June – Dedication of Richards Park Improvements
  - June 15 – Dedication of Willie Washington Park Improvements
  - June 18 – 12 noon – Open Meetings Board Training and Appreciation Lunch
  - July 16, 18, 23<sup>rd</sup> – 9:00 a.m. – 4:00 p.m. Budget Work Sessions
  - July 24<sup>th</sup> & 25<sup>th</sup> – Budget Work Sessions if necessary

## 9. ANNOUNCEMENTS

Mayor Groves announced a special showing of Pointe Du Hoc / D-Day Documentary at the Palace theater before and after Earl Rudder Dedication

## 10. EXECUTIVE SESSION

Regular Session was closed at 7:09. p.m. and Council took a break before going into Executive Session. Executive Session was opened at 7:16 p.m. Executive Session was closed at 8:06 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: Interim City Manager Dennis Jobe and City Attorney Sarah Griffin.
- B. 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: Lake Lot Leases

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

Regular session was opened at 8:08 p.m. Council Member Huffman moved to reopen bidding in Davee Addition for any lots not already sold. Seconded by Council Member Davis. All Council Members voted "aye" and none

“nay”. Motion passed with a 5 – 0 vote.

Council Member Davis moved to set the salary for the Interim City Manager at \$103,000, all inclusive, retroactive back to April 23, 2019. Seconded by Council Member Huffman. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.

**12. ADJOURNMENT**

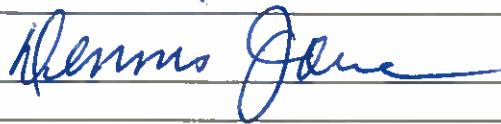
There being no further business, the Mayor adjourned the meeting at 8:10 p.m.

---

Mayor Anthony Groves

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

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

AGENDA DATE:	5/21/2019	AGENDA ITEM	7.A.
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding <b>second and final reading of Ordinance 1270</b> of the City of Brady, Texas to adopt the <i>2019 Brady Water Conservation and Drought Contingency Plan</i> as required by the Texas Water Development Board and TCEQ.		
PREPARED BY:	Steven Miller	Date Submitted:	5/2/19
EXHIBITS:	Ordinance 1270 2019 Water Conservation Plan and Drought Contingency Plan		
BUDGETARY IMPACT:	Required Expenditure:	\$0.00	
	Amount Budgeted:	\$0.00	
	Appropriation Required:	\$0.00	
CITY MANAGER APPROVAL:			
SUMMARY:	<p>The 2019 WC&amp;DCP was first presented at the April 2 regular council meeting and subsequently discussed in both work sessions and other council meetings to-date. City Council has provided appropriate feedback and concerns to staff. The 2019 WC&amp;DCP as enclosed should address most, if not all, of comments received or discussed. The 2019 WC&amp;DCP is updated from 2014 that follows a 5-year renewal cycle as established by TWDB. The 2019 WC&amp;DCP is also a requirement from Texas Commission on Environmental Quality and both state agencies mutually cooperate in accepting these types of plans.</p> <p>This ordinance then adopts the <i>2019 Brady Water Conservation and Drought Contingency Plan</i>. The adoption of the ordinance is a Texas Water Development Board regulatory requirement for recipients of funding from TWDB, and meets Texas Commission on Environmental Quality rules on water conservation. The adoption of this ordinance is a required formality to meet state agency rules and empowers the city to enforce certain requirements of the plans.</p> <p>Council met on May 7, 2019 and recommended a change to item 3-B on page 2019-11 which has been made.</p>		
RECOMMENDED ACTION:	<p><b>Mayor will ask:</b> <u>"Madam City Secretary please read the Ordinance Preamble for the record in accordance with the City Charter."</u> "Secretary reads preamble"</p> <p><b>Mayor calls for a motion:</b> Move to approve second and final reading of Ordinance 1270.</p>		

## ORDINANCE 1270

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADY ADOPTING THE 2019 WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN FOR THE CITY OF BRADY TO PROMOTE RESPONSIBLE USE OF WATER AND TO ESTABLISH SPECIFIC GOALS AND TARGETS FOR WATER CONSUMPTION REDUCTION AS REQUIRED BY TEXAS WATER DEVELOPMENT BOARD AND TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.**

**WHEREAS**, the City Council of the City of Brady, Texas (City), recognizes that the Hickory aquifer is a precious natural resource to its citizens and customers; and

**WHEREAS**, the City Council recognizes that drought, natural disasters other acts of God may occur; and that the City cannot guarantee an uninterrupted water supply for all purposes at all times; and

**WHEREAS**, the City Council desires to conserve water resources and prepare for drought; and

**WHEREAS**, the City Council desires to comply with Texas Administrative Code for Environmental Quality *and* Natural Resources and Conservation, Texas Commission on Environmental Quality and Texas Water Development Board, which require these plans for all public water supply systems; and

**WHEREAS**, pursuant to the best interests of its citizens, the City Council is authorized to adopt ordinances it deems are necessary and expedient to preserve and conserve its water resources and to prepare for drought;

### **NOW THEREFORE, BE IT RESOLVED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS THAT:**

Section 1. The City Council does hereby find and declare that sufficient and timely written notice of place and subject matter of this meeting adopting this Ordinance was posted. The City Council further ratifies, approves and confirms such written notice and the posting thereof.

Section 2. The City Council adopts the *2019 Water Conservation & Drought Contingency Plan* attached to this ordinance as Exhibit A. All ordinances that are in conflict with the provisions of this Ordinance are hereby repealed.

Section 3. Should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected.

Section 4. The City Secretary is hereby authorized and directed to publish this Ordinance.

Section 5. The City Manager is hereby directed to file a copy of the Plan and this Ordinance with the Texas Water Development Board in accordance with TAC Title 31, Chapter 363 relating to financial assistance.

Section 6. This Ordinance shall take effect after passage and publication.

First reading, passed and approved on this 7th day of May, 2019.

Second and final reading, passed and approved on this 21<sup>st</sup> day of May, 2019.

---

Anthony Groves, Mayor

Attest:

---

Tina Keys, City Secretary

#### EXHIBIT A - ATTACHED

*City of Brady  
2019 Water Conservation & Drought Contingency Plan*

# **CITY OF BRADY**

***2019 BRADY WATER CONSERVATION PLAN  
AND DROUGHT CONTINGENCY PLAN***

City of Brady  
P.O. Box 351  
201 East Main Street  
Brady, Texas 76825-0351  
Phone: 325.597.2152  
Fax: 325.597.2068

## TABLE OF CONTENTS

<u>SECTION</u>	<u>Page No.</u>
I. GENERAL .....	2019-4
PUBLIC INVOLVEMENT .....	2019-4
COORDINATION WITH REGIONAL WATER PLANNING GROUP .....	2019-4
YEAR 2019 RENEWAL & SUBMISSION .....	2019-4
II. WATER CONSERVATION PLAN .....	2019-5
METERING DEVICES .....	2019-5
WHOLESALE WATER SUPPLY CONTRACT REQUIREMENTS .....	2019-5
SYSTEM WIDE INTEGRITY & MONITORING .....	2019-5
BEST MANAGEMENT PRACTICES – GOALS AND TARGETS .....	2019-6
III. DROUGHT CONTINGENCY PLAN .....	2019-7
TRIGGER CONDITIONS .....	2019-7
DEMAND MANAGEMENT MEASURES .....	2019-10
PROVISION FOR WHOLESALE WATER CONTRACTS .....	2019-12
EXEMPTIONS OR VARIANCES .....	2019-12
PROCEDURES FOR ENFORCING MANDATORY WATER USE RESTRICTIONS .....	2019-12

## ATTACHMENTS

- A. Wholesale Customer
- B. Coordination with Region F Water Planning Group
- C. Adoption Resolution
- D. TWDB Utility Profile - BRADY
- E. Drought Contingency Plan Trigger Conditions & Response Measures

## YEAR 2019 BRADY WCP & DCP RENEWAL & SUBMISSION

The Texas Water Development Board requires all municipalities to update their water conservation & drought contingency plans every five (5) years and adopt by ordinance.

In 2014, to meet an established 5-year cycle with the TWDB, an amendment was initiated to the 2012 plan to fulfill an administrative submission to TWDB and establish Brady on the TWDB 5-year WCP & DCP submission schedule.

For 2019 Water Conservation Plan (WCP), minimum requirements include:

- Utility Profile
  - sales and classifications
- Five and ten-year target goals
  - tracking and effectiveness
- Metering
  - production, customer and wholesale
- Loss prevention
  - monitoring, detection and education
- Water rate
  - non-promotional and adopted
- Outreach
- Adoption

Similarly, the Drought Contingency Plan (DCP) requirements include:

- Trigger conditions
- Demand management
- Initiation and termination

In an effort to incorporate the minimum required content, City of Brady is producing the 2019 WCP & DCP document herein.

## **I. GENERAL**

### **PUBLIC INVOLVEMENT**

Opportunity for public and wholesale customers to provide input into the preparation of this amendment to the Plan was provided by the City of Brady in the form of the following:

Public meeting through regularly scheduled city council meetings and notices to affected wholesale and regional water planning group (Region F).

City Council meeting open to the public to consider and approve the **2019** Brady WCP & DCP renewal and submission.

Correspondence with the City's wholesale water customer (Attachment A).

In addition, this **2019** WCP & DCP renewal and submission is available for public review during the normal business hours of the City at City Hall located at 201 East Main Street, Brady, Texas 76825. Any comments received shall be considered for inclusion in the next revision or amendment to the Water Conservation and Drought Contingency Plan.

### **COORDINATION WITH REGIONAL WATER PLANNING GROUP**

The water service area for the City of Brady is located within the Regional Water Planning Group F. A copy of this **2019** WCP & DCP renewal and submission has been provided to the Regional Water Planning Group F to seek comment and insure consistency with the approved regional water plan (Attachment B).

### **YEAR 2019 BRADY WCP & DCP RENEWAL AND SUBMISSION**

This Plan and subsequent Plan elements discussed in this document were adopted by City Ordinance of the City of Brady (Attachment C).

## **II. WATER CONSERVATION PLAN**

The City of Brady intends to achieve long-term water conservation by maintaining a non-wasteful rate structure, reducing unaccounted-for water, maintaining City water meters through testing and replacement, and providing education and information to all customers of the water system.

Many of these measures have already been implemented and have shown signs of success, and the City realizes that the continuous and diligent adherence to these programs outlined in the Water Conservation Plan is the most likely method for achieving the specific targets for reduced water consumption on a gallons-per-capita-per-day (GPCD) basis. The strategies and specific goals for water conservation outlined below are in addition to any initiatives outlined in the current Plan.

### **A. METERING DEVICES**

One key element of water conservation is tracking water use and controlling losses. City of Brady utilizes automatic meter read technology for all water meters or nearly 100% of its customers. AMR meters have not been installed at some connections due to customer preference. All metering devices have shown to be calibrated to an accuracy of better than  $\pm 5\%$  for accounting of consumption throughout the water distribution system. Master meters at well sites are tested annually and have shown accuracy of greater than 95%.

### **B. WHOLESALE WATER SUPPLY CONTRACT REQUIREMENTS**

Every contract for the wholesale sale of water by customers that is entered into, renewed, or extended after the adoption of this water conservation and drought contingency plan will include a requirement that the wholesale customer and any wholesale customers of that wholesale customer develop and implement a water conservation plan meeting the requirements of Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2 of the Texas Administrative Code. The requirement will also extend to each successive wholesale customer in the resale of the water.

### **C. SYSTEM WIDE INTEGRITY AND MONITORING**

Due to the convenience of the Brady community geographical size, water leaks and breaks are generally immediately identified by both customers and city crews. City water distribution crew responds appropriately with equipment and material to control and fix water main breaks and failures. Generally, field indicators for finding leaks includes customer complaints, random observations and abnormal usage indicators through AMR system.

City staff utilizes regular conservation topics distributed through bill inserts to assist in community wide communication. City code enforcement division provides field inspection services for illegal hookups, transient occupation of property and substandard plumbing installations. Regular water meter change-out and new service requests is cataloged and tracked in city's billing database.

#### D. BEST MANAGEMENT PRACTICES - GOALS AND TARGETS

Water as a natural resource is vital to all life and species. In Texas, there is the phenomenon of drought that can severely affect availability of water resources. Two predominant primary sources exist for water supply throughout Texas and the southwest United States: groundwater and surface water impoundment, i.e., lakes and reservoirs. Brady groundwater supply is from the Hickory aquifer and surface water is from Brady Lake – a flood control reservoir.

Texas Water Development Board and Texas Commission on Environmental Quality requires political subdivisions or towns and cities to develop quantifiable and manageable 5-yr & 10-yr goals and targets for water savings and water loss control. Shown in Table 1 is Brady's water consumption history for several years. From this is extrapolated a consumption figure based on the city's general population's GPCD. These figures represent 5-yr and 10-yr goals and targets. These types of metrics are used by TWDB and TCEQ for publications and tracking. It also serves a benchmark for the city to track its historical pattern of usage.

**TABLE 1**  
*5-yr and 10-yr GPCD*

City of Brady, Water Sold or Consumption

year	residential consumption	base population	GPCD
2014	244,577,000	5,300	126
2015	280,435,000	5,300	145
2016	245,117,000	5,300	127
2017	249,169,000	5,300	129
2018	205,260,000	5,300	106
2024	221,522,900	5,300	115
2029	214,051,435	5,300	111

Note: 2024 GPCD derived from a 5% reduction on previous 3-yr averaging above and likewise for 2029.

### **III. DROUGHT CONTINGENCY PLAN**

The City of Brady shall adhere to a 4-stage Drought Contingency Plan as outlined in this **2019** Brady WCP & DCP Renewal and Submission document.

This 4-stage plan shall be followed for a drought declared condition or a system-wide emergency.

#### **A. TRIGGER CONDITIONS**

The City of Brady receives groundwater from seven (7) water wells that draw water from the Hickory Aquifer and an expected future surface water source from Brady Lake reservoir. These two (2) water supply sources provide redundancy for the City to ensure water is treated and delivered in case one of the supplies fails to provide adequate volumes of either groundwater or raw surface water. In spite of this redundancy, the City must be prepared to respond to any emergency water supply situation. It must also be prepared to respond to other emergency conditions occurring in the City's system.

Four (4) threshold levels have been identified for triggering various responses to water supply emergencies. These trigger conditions and corresponding emergency response measures are summarized in Attachment D.

##### **1. STAGE 1 TRIGGERS CUSTOMER AWARENESS**

Water customers are requested to voluntarily limit the use of water for non-essential purposes and to practice water conservation.

Stage 1 will begin:

Every April 1st, the City of Brady will mail a public announcement to its customers.

Stage 1 will end:

Every September 30th, the City of Brady will mail a public announcement to its customers.

## **2. STAGE 2 TRIGGERS MILD WATER SHORTAGE CONDITIONS**

### **Requirements for initiation**

Customers may be requested by the Mayor or the duly appointed representative to voluntarily conserve water and adhere to the prescribed restrictions in Section B, Subsection 2, entitled Stage 2 Response MILD Water Shortage Conditions when any of the following conditions exist:

- a. Average daily water consumption reaches 90% of average daily water consumption and production daily rate for three consecutive days.
- b. System storage tanks cannot be replenished for two consecutive days.
- c. Two groundwater wells in the system are inoperable simultaneously.
- d. Supply from raw water sources is diminished to 80% of water treatment plant capacity.
- e. Drawdown from the Hickory Aquifer reaches 7 feet as declared by the Hickory Underground Water Conservation District (HUWCD).

### **Requirements for termination**

Stage 2 of the Plan may be rescinded by the Mayor or the duly appointed representative when any or all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days.

## **3. STAGE 3 TRIGGERS MODERATE WATER SHORTAGE CONDITIONS**

### **Requirements for initiation**

The City Council shall convene at an appropriate time and place to receive information from city manager or public works director that a Stage 3 condition has been determined and a recommendation to implement a Stage 3 response is appropriate.

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section B, Subsection 3, entitled Stage 3 Response MODERATE Water Shortage Conditions when any of the following conditions exist:

- a. Average daily water consumption reaches 100% of average daily water consumption and production daily rate for three consecutive days.
- b. System storage tanks cannot be replenished for four (4) consecutive days.
- c. Two groundwater wells in the system are inoperable simultaneously.
- d. Supply from raw water sources is diminished to 70% of water treatment capacity.

- e. Drawdown from the Hickory Aquifer reaches 7 feet as declared by the Hickory Underground Water Conservation District (H UWCD).

#### Requirements for termination

Stage 3 of the Plan may be rescinded by the City Council or the duly appointed representative when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 3, Stage 2 becomes operative.

### **4. STAGE 4 TRIGGERS SEVERE WATER SHORTAGE CONDITIONS**

#### Requirements for initiation

The City Council shall convene at an appropriate time and place to receive information from city manager or public works director that a Stage 4 condition has been determined and a recommendation to implement a Stage 4 response is appropriate.

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section B, Subsection 4, entitled Stage 4 Response SEVERE Water Shortage Conditions for Stage 4 of this Plan when:

- a. Average daily water consumption reaches 110% of average daily water consumption and production daily rate for three consecutive days.
- b. Failure of a pumping station or other major system component or a threat to the health and safety of public potable water system.
- c. Two groundwater wells in the system are inoperable simultaneously.
- d. Supply from raw water sources is diminished to 60% of water treatment capacity.
- e. Drawdown from the Hickory Aquifer reaches 7 feet as declared by the Hickory Underground Water Conservation District (H UWCD).
- f. Other emergency conditions that may arise as determined by the mayor and/or city council.

#### Requirements for termination

Stage 4 of the Plan may be rescinded by the City Council or the duly appointed representative when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days. Upon termination of Stage 4, Stage 3 becomes operative.

## **B. DEMAND MANAGEMENT MEASURES**

In response to triggering events mentioned in Section A, the city has adopted these response measures and corresponding goals that are summarized in Attachment D.

### **1. STAGE 1 RESPONSE - CUSTOMER AWARENESS**

**Goal:** This announcement will be designed to increase customer awareness of water conservation and encourage the most efficient use of water. A copy of the current public announcement on water conservation awareness shall be kept on file for inspection by the TCEQ.

### **2. STAGE 2 RESPONSE - MILD WATER SHORTAGE CONDITIONS**

**Goal:** Achieve a voluntary 5% percent reduction in total water use. Encourage water conservation measures such as decreasing water use for landscape purposes.

In accordance with the triggering criteria set forth in Section A of this 2019 Brady WCP & DCP renewal and submission, the mayor or the duly appointed representative shall acknowledge that a mild emergency or water shortage condition exists and shall implement the following response measures:

- a. Inform the general public through news media, websites or other; and notify major commercial users (including wholesale customers) by hand notices of trigger condition and encourage them to look for ways to voluntarily reduce water usage.
- b. Activate an information center and discuss the situation in the local news media daily.
- c. Implement the following voluntary water use restrictions:
  - i. Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Tuesdays and Fridays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and to irrigate landscapes only between the hours of midnight and 10:00 a.m. and 8:00 p.m. to midnight on designated watering days.
  - ii. Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

### **3. STAGE 3 RESPONSE - MODERATE WATER SHORTAGE CONDITIONS**

**Goal:** Achieve a 15% percent reduction in total water use based on average daily water use. Restrict watering to a minimum.

In accordance with the triggering criteria set forth in Section A of this Plan, the City Council or the duly appointed representative shall acknowledge that a moderate emergency or water shortage condition exists and shall implement the following response measures:

- a. Continue implementation of all relevant actions in preceding stage.
- b. Limit nonessential water usage such as street washing, water hydrant flushing, and athletic field watering, city parks and golf course.
- c. Limit residential car washing, window washing, and pavement washing unless a bucket and hose with manual cut-off nozzle is used.
- d. Impose mandatory lawn watering schedule such that watering of lawns shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8) and Tuesdays and Fridays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), during the hours of 6:00-8:00 a.m. and 8:00-10:00 p.m. on designated watering days.

### **4. STAGE 4 RESPONSE - SEVERE WATER SHORTAGE CONDITIONS**

**Goal:** Achieve a 30% percent reduction in total water use based on average daily water use. No water use outside of the minimum necessary.

In accordance with the triggering criteria set forth in Section A of this Plan, the City Council or the duly appointed representative shall determine that a severe emergency or water shortage condition exists and shall implement the following response measures:

- a. Maintain pertinent preceding stage actions.
- b. Forbid ALL outside water use except for public health protection or limited livestock watering.
- c. Restrict each customer's water consumption to a determined percentage of the prior non-emergency month's metered usage allowing a sufficient quantity for public health continuation.
- d. Consider adoption of an emergency ordinance to implement water rationing or surcharges for excessive water users.

Require wholesale customers to partially fill tanks during the hours of Midnight - 6:00 a.m. (as applicable).

### **C. PROVISION FOR WHOLESALE WATER CONTRACTS**

For every wholesale water contract entered into or renewed after adoption of the drought contingency plan, including contract extensions, in case of a shortage of water resulting from drought, the water to be distributed shall be divided in accordance with Texas Water Code - 11.039.

### **D. EXEMPTIONS OR VARIANCES**

City Council may grant any customer an exemption or variance from the drought contingency plan for good cause upon written request to the mayor. Mayor may grant an emergency variance until City Council can confirm or deny such request. A customer who is refused an exemption or variance may appeal such action of the utility in writing to the Texas Commission on Environmental Quality. The utility will treat all customers equally concerning exemptions and variances, and shall not discriminate in granting exemptions and variances. No exemption or variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

### **E. PROCEDURES FOR ENFORCING MANDATORY WATER USE RESTRICTIONS**

Mandatory water use restrictions may be imposed when any of the four (4) stages of drought contingency are triggered. In order to potentially reduce the amount of water customer's use, City Council will impose the following fee schedule for each stage of drought contingency:

#### **Stage 1**

At Stage 1 no water rate changes shall apply (rate as adopted for current fiscal year in effect). The monthly rates for Stage 1 Drought Contingency are identical to the City of Brady's current water rates.

#### **Stage 2**

At Stage 2 no water rate changes shall apply (rate as adopted for current fiscal year in effect). The monthly rates for Stage 1 Drought Contingency are identical to the City of Brady's current water rates.

#### **Stage 3**

The following **uniform**-monthly rates shall be charged all persons, firms, or corporations for the use of city water **inside the city limits** of the City of Brady when Stage 3 Drought Contingency is in effect:

**Residential, Commercial and Wholesale**

\$Rate*/1,000	-	0 to 10,000 gallons
\$Rate*x1.10/1,000	-	10,001 to 50,000 gallons
\$Rate*x1.15/1,000	-	50,001 to 100,000 gallons
\$Rate*x1.20/1,000	-	over 100,000 gallons

\*Rate as adopted for current fiscal year in effect.

The following **uniform** monthly rates shall be charged all persons, firms, or corporations for the use of city water **outside the city limits** of the City of Brady when Stage 3 Drought Contingency is in effect:

**Residential, Commercial and Wholesale**

\$Rate*/1,000	-	0 to 10,000 gallons
\$Rate*x1.10/1,000	-	10,001 to 50,000 gallons
\$Rate*x1.15/1,000	-	50,001 to 100,000 gallons
\$Rate*x1.20/1,000	-	over 100,000 gallons

\*Rate as adopted for current fiscal year in effect.

The monthly rates shown for Stage 3 Drought Contingency were determined using the City of Brady's current monthly water rates as a guideline and are subject to modification should the current monthly water rates be altered.

**Stage 4**

The following **uniform**-monthly rates shall be charged all persons, firms, or corporations for the use of city water **inside the city limits** of the City of Brady when Stage 4 Drought Contingency is in effect:

**Residential and Commercial inside City**

\$Rate*/1,000	-	0 to 10,000 gallons
\$Rate*x1.25/1,000	-	10,001 to 50,000 gallons
\$Rate*x1.30/1,000	-	50,001 to 100,000 gallons
\$Rate*x1.40/1,000	-	over 100,000 gallons

\*Rate as adopted for current fiscal year in effect.

The following ~~uniform~~-monthly rates shall be charged all persons, firms, or corporations for the use of city water outside the city limits of the City of Brady when Stage 4 Drought Contingency is in effect:

**Residential and Commercial inside City**

\$Rate*/1,000	-	0 to 10,000 gallons
\$Rate*x1.25/1,000	-	10,001 to 50,000 gallons
\$Rate*x1.30/1,000	-	50,001 to 100,000 gallons
\$Rate*x1.40/1,000	-	over 100,000 gallons

\*Rate as adopted for current fiscal year in effect.

The monthly rates shown for Stage 4 Drought Contingency were determined using the City of Brady's current monthly water rates as a guideline and are subject to modification should the current monthly water rates be altered.

# Attachment A

## ***Wholesale Customer***



**BRADY**  
THE CITY OF  
**TEXAS**

201 East Main • P.O. Box 351 • Brady, Texas 76825

325.597.2152 • fax 325.597.2068 • <http://brady>

March xx, 2019

Attention: Cathy Clamp  
Lakeland Services, Inc.  
279 County Road 160  
Brady, TX 76825

RE: City of Brady  
2019 Water Conservation and Drought Contingency Plan

Ms. Clamp:

The City of Brady is seeking to update our current Water Conservation and Drought Contingency Plan, which was originally completed in 2012 and amended in 2014. This update is being completed in the form of a 2019 resubmission that complies with Texas Water Development Board requirements including matching rules of Texas Commission on Environmental Quality.

To this end, and on behalf of the City of Brady, transmitted herewith please find one (1) copy of the "City of Brady 2019 Water Conservation and Drought Contingency Plan". As wholesale customer to the City's public water system, this Plan is submitted for your review and to provide you the opportunity for input in the preparation of this resubmission.

If you have any questions or would like to provide any comments, please feel free to contact me.

Sincerely,  
CITY OF BRADY

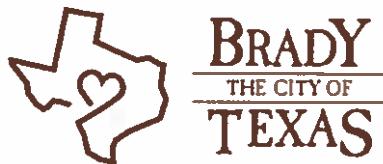
Steven Miller  
Director – Public Works

Enclosures

2019-16

## **Attachment B**

*Coordination with Region F  
Water Planning Group*



201 East Main • P.O. Box 351 • Brady, Texas 76825

---

325.597.2152 • fax 325.597.2068 • <http://bradytx.us>

March xx, 2019

Mr. John Grant, Chair  
Region F Water Planning Group  
Colorado River MWD  
P.O. Box 869  
Big Spring, Texas 79721-0869

RE: City of Brady  
2019 Water Conservation and Drought Contingency Plan

Mr. Grant:

The City of Brady is seeking to update our current Water Conservation and Drought Contingency Plan, which was originally completed in 2012 and amended in 2014. This update is being completed in the form of a 2019 resubmission that complies with Texas Water Development Board requirements including matching rules of Texas Commission on Environmental Quality.

To this end, and on behalf of the City of Brady, transmitted herewith please find one (1) copy of the "City of Brady 2019 Water Conservation and Drought Contingency Plan". As wholesale customer to the City's public water system, this Plan is submitted for your review and to provide you the opportunity for input in the preparation of this resubmission.

If you have any questions or would like to provide any comments, please feel free to contact me.

Sincerely,  
CITY OF BRADY

Steven Miller  
Director – Public Works

Enclosures

# **Attachment C**

*Adoption Ordinance*

# **Attachment D**

## *Drought Contingency Plan Trigger Conditions & Response Measures*

TRIGGER CONDITIONS AND RESPONSE MEASURES

2019-20

LEVEL	TRIGGER CONDITIONS	RESPONSE MEASURES
AWARENESS	<ol style="list-style-type: none"> <li>1. Every April 1st, the City of Brady will mail a public announcement to its customers.</li> <li>2. Every September 30th, the City of Brady will mail a public announcement to its customers.</li> </ol>	<ol style="list-style-type: none"> <li>1. This announcement will be designed to increase customer awareness of water conservation and encourage the most efficient use of water. A copy of the current public announcement on water conservation awareness shall be kept on file for inspection by the TCEQ.</li> </ol>
MILD	<ol style="list-style-type: none"> <li>1. Average daily water consumption reaches 90% of average daily water consumption.</li> <li>2. System storage tanks cannot be replenished for two consecutive days.</li> <li>3. Two wells in the system become inoperable simultaneously.</li> <li>4. Supply from raw water sources is diminished to 80% of consumption needs.</li> <li>5. Drawdown from the Hickory Aquifer reaches 7 feet.</li> </ol>	<ol style="list-style-type: none"> <li>1. Inform public and major commercial users of trigger condition through the news media and encourage them to look for ways to voluntarily reduce water usage.</li> <li>2. Activate an information center and discuss the situation in the local news media daily.</li> <li>3. Implement voluntary daily lawn watering schedule where even/odd numbered street addresses water on previously specified days between hours of midnight-10:00 a.m. and 8:00 p.m. - midnight.</li> </ol>

*- intentionally left blank -*

LEVEL	TRIGGER CONDITIONS	RESPONSE MEASURES
MODERATE	<ol style="list-style-type: none"> <li>1. Average daily water consumption reaches 100% of municipal supply for three consecutive days.</li> <li>2. System storage tanks cannot be replenished for four consecutive days.</li> <li>3. Two wells in the system become inoperable simultaneously.</li> <li>4. Supply from raw water sources is diminished to 70% of consumption needs.</li> <li>5. Drawdown from the Hickory Aquifer reaches 7 feet.</li> </ol>	<ol style="list-style-type: none"> <li>1. Continue implementation of all relevant actions in preceding stage.</li> <li>2. Limit nonessential water usage such as street washing, water hydrant flushing, and athletic field watering, city parks and golf course.</li> <li>3. Limit residential car washing, window washing, and pavement washing unless a bucket is used.</li> <li>4. Impose mandatory lawn watering schedule where even/odd numbered street addresses water on previously specified days between the hours of 6:00 -8:00 a.m. and 8:00 - 10:00 p.m.</li> <li>5. Implement adjusted water rate fees.</li> </ol>
SEVERE	<ol style="list-style-type: none"> <li>1. Average daily water consumption reaches 110% of municipal supply for three consecutive days.</li> <li>2. Failure of storage tanks or other major system component which reduce the availability of water to less than 50% of the average daily usage or causes health or safety hazard.</li> <li>3. Two wells in the system become inoperable simultaneously.</li> <li>4. Supply from raw water sources is diminished to 60% of consumption needs.</li> <li>5. Drawdown from the Hickory Aquifer reaches 7 feet.</li> </ol>	<ol style="list-style-type: none"> <li>1. Maintain pertinent preceding stage actions.</li> <li>2. Forbid ALL outside water use except for public health protection or limited livestock watering.</li> <li>3. Consider adoption of an emergency ordinance to implement water rationing or surcharges for excessive water users.</li> <li>4. Require WSC's to partially fill tanks during the hours of 10:00 p.m. - 6:00 a.m. (as applicable).</li> <li>5. Implement adjusted water rate fees.</li> </ol>

# **Attachment E**

*TWDB Utility Profile Report - BRADY*

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

<b>AGENDA DATE:</b>	05/21/2019	<b>AGENDA ITEM</b>	7.B.
<b>AGENDA SUBJECT:</b>	Discussion, consideration and possible action regarding the <b>first reading of Ordinance 1274</b> to amend Zoning Ordinance 933, Section 28.10 (Zoning Use Chart) to allow Gun Sales in an Office District for property located at 602 W. 17 <sup>th</sup> Street as requested by Charles and Barbara Garner.		
<b>PREPARED BY:</b>	T, Keys	<b>Date Submitted:</b>	04/25/2019
<b>EXHIBITS:</b>	Ordinance 1274 Zoning Application		
<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> This building is in a location zoned as Office District. Staff recommends the SUP for Gun Sales for a period of five (5) years.			

**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 first reading of Ordinance 1274

**ORDINANCE NO. 1274**

**DESIGNATING CERTAIN PROPERTY AS A SPECIFIC USE PROVISION IN  
THE OFFICE DISTRICT UPON APPLICATION BY CHARLES AND BARBARA  
GARNER, APPLICANTS.**

**WHEREAS**, Chapter 211 of the Texas Local Government Code empowers a city to enact zoning regulations and provide for their administration, enforcement and amendment; and

**WHEREAS**, the City has previously deemed it necessary and desirable to adopt zoning regulations to provide for the orderly development of property within the City in order to promote the public health, safety, morals and general welfare of the residents of the City, and

**WHEREAS**, the Brady Code of Ordinances Chapter 14 constitutes the City's Zoning Regulations and requires property to be zoned in accordance with proper designations as defined by the City; and

**WHEREAS**, the Planning and Zoning Commission of the City of Brady provided adequate notice and held a public hearing on May 07, 2019 in accordance with the Brady Code of Ordinances and Chapter 211 of the Texas Local Government Code; and

**WHEREAS**, the Planning and Zoning Commission of the City of Brady has recommended (approval/disapproval) of the Specific Use Provision of the designated properties and has confirmed that the Specific Use Provision is uniform and conforms to the plan and design of the City of Brady's Zoning regulations; and

**WHEREAS**, the City Council of the City of Brady held a public hearing on May 07, 2019 regarding the Specific Use Provision on affected properties and complied with notice provisions of the Texas Local Government Code; and

**WHEREAS**, the City Council of the City of Brady believes the Specific Use Provision of affected properties will not adversely affect the character of the area of the neighborhood in which it is proposed to allow the Specific Use Provision; will not substantially depreciate the value of adjacent or nearby properties; will be in keeping with the spirit and intent of the City's Zoning Ordinance; will comply with applicable standards of the district in which located; and will not adversely affect traffic, public health, public utilities, public safety and the general welfare of the residents of the City of Brady;

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

1. Property being described as 602 W. 17<sup>th</sup> Street in the Crothers & White Subdivision, lot Nos S 7-8, Block 21, be allowed as a Specific Use Provision in the Office District.
2. The City staff is hereby authorized to issue said zoning when all conditions imposed by the City Council have been addressed and complied with in full.

**APPROVED UPON FIRST READING THIS THE 21<sup>st</sup> DAY OF May 2019,**

**APPROVE AND PASSED UPON SECOND READING THIS THE 4<sup>th</sup> DAY OF June, 2019**

---

Anthony Groves, Mayor

**ATTEST:**

---

Tina Keys, City Secretary



**Nick Blyshak**  
Chairperson

**Ronnie Aston**  
Vice Chairperson

**Jeff Bedwell**  
Commission Member

**Connie Easterwood**  
Commission Member

**Amy Greer**  
Commission Member

**Tom Flanigan**  
Commission Member

**Cathy Ewert**  
Commission Member

**Lauri Smith**  
Alternate Member

**Silvia Diaz**  
Secretary

**CITY OF BRADY**  
**SPECIAL PLANNING AND ZONING COMMISSION**  
**MEETING AGENDA**  
**TUESDAY, MAY 21, 2019 AT 5:00 P.M.**

NOTICE is hereby given of a Meeting of the Planning and Zoning Commission of the City of Brady, McCulloch County, State of Texas at 5:00 p.m. on Tuesday, May 21, 2019, at the City of Brady Municipal Court Building located at 207 South Elm Street, Brady, Texas for the purpose of considering the following items. The Planning and Zoning Commission 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. APPROVAL OF THE MINUTES – 10/09/2018**
- 3. PUBLIC HEARING-JOINT HEARING WITH CITY COUNCIL MEETING**
  - A. PUBLIC HEARING to receive comments for/against an amendment to Zoning Ordinance 933, Section 28.10 (Zoning Use Chart) to allow Gun Sales in Office District (O).**
- 4. ITEMS FOR DISCUSSION AND CONSIDERATION**
  - A. Discussion, consideration and possible action to make a recommendation to City Council on an amendment to Zoning Ordinance 933, Section 28.10 (Zoning Use Chart) to allow Gun Sales in Office District (O).**
- 6. ADJOURNMENT**

I certify that this is a true and correct copy of the Planning and Zoning Commission 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 May 17, 2019 by 5:30 p.m. and will remain posted continuously for 72 hours prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.

Silvia Diaz, 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).

# PLANNING AND ZONING COMMISSION

## City of Brady, Texas

### Agenda Action Form

AGENDA DATE:	05/21/2019	AGENDA ITEM	4.A.
AGENDA SUBJECT:	Discussion, consideration, and possible recommendation to City Council on an amendment to Zoning Ordinance 933, Section 28.10 (Zoning Use Chart) to allow Gun Sales in an Office District zoning area for property located at 602 W 17 <sup>th</sup> Street as requested by Charles and Barbara Garner.		
PREPARED BY:	Silvia Diaz	Date Submitted:	04/29/2019
EXHIBITS:	Zoning Application Surveyed Plat Notification Map	Notification List Zoning Use Chart	
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:	<i>Dennis Juhn</i>		
SUMMARY:	<p>On April 11, 2019, Charles and Barbara Garner came by the Code Enforcement office to ask about a specific use for gun sales for five years would be a possibility at property located at 602 W 17<sup>th</sup> Street. A zoning application was given to the owner and was filed with the Code office immediately.</p> <p>The City immediately published the proper notice for the property located at 602 W 17<sup>th</sup> Street, situated in subdivision Crothers and White, Lot Nos. S 7-8, Block No. 21, Brady, Texas for the purpose of a Specific Use Provision (SUP). The property is generally located Southwest on the North side of West 17<sup>th</sup> Street between South Walnut and South Cypress. All property owners of the affected properties and within 200 feet have been notified of the request for Specific Use Provision (SUP).</p>		

#### RECOMMENDED ACTION:

It is recommended that the P&Z Commission make a recommendation to City Council to approve the Specific Use Provision (SUP) as requested by Charles and Barbara Garner for property located at 602 W 17<sup>th</sup> Street for the purpose of gun sales.

Brady Code  
Enforcement Division  
325-597-2244 (phone)  
325-597-0556 (fax)

## City of Brady Zoning Application

City of Bra  
1405 N. Bridge Str  
P.O. Box 3  
Brady, TX 76835

### Property Owner Information:

Owner: Charles & Barbara Garner Phone No.: 325 347 4331

Cell No.: \_\_\_\_\_ Email: bogarner1969@yahoo.com

Address: 1050 FM 504 Lohn Tx 76852

Owner Signature: Charles Garner

If the property owner is represented by an authorized agent, please sign below.

Agent Signature: \_\_\_\_\_

### Existing Property Information:

Subdivision: Crothers & White Lot: 5 7-8 Block: 21

Address: 602 W. 17th No. of Lots: \_\_\_\_\_

Current Zoning District (Please note chart below): Office District

(A) Agriculture (BLR) Brady Lake Recreational (C) Commercial District (O) Office District (R) Retail District  
(SF-5) Single Family Residential (CBD) Central Business District (MF) Multi-Family District (I) Industrial District  
(MH) Manufactured Home District (PD) Planned Development District (SUP) Specific Use Provision

### Application Request:

Zoning Change  Specific Use

Use or Zoning Requested: Special Use Permit

Reason for Request: for gun sales for 5 years

The Code Enforcement Division will only accept complete applications. This includes a completed application for, proof of ownership, non-refundable filing fee made payable to the City of Brady, legal description or surveyed plat drawn by a Licensed Surveyor, and a Comprehensive Site Plan (if applicable). Planning and Zoning Commission meetings are held on the 2<sup>nd</sup> Tuesday of each month at 5:30 p.m. Applications are due thirty (30) days prior to the meeting date.

### Office Use Only:

<input checked="" type="checkbox"/> Complete Application <input checked="" type="checkbox"/> \$200.00 Fee <input checked="" type="checkbox"/> Proof of Ownership <input checked="" type="checkbox"/> Surveyed Plat <input checked="" type="checkbox"/> Comprehensive Site Plan (for PD or SUP)	Received by: <u>Silvia O'Day</u> Filing Date: <u>4/11/2019</u> 8:00 Planning and Zoning Date: <u>May 21, 2019 @ 5:00 p.m.</u> 1 <sup>st</sup> City Council Date: <u>May 21, 2019 @ 6:00 p.m.</u> 2 <sup>nd</sup> City Council Date: _____
--	---



## A. Settlement Statement (HUD-1)

OMB No. 2502-0265

B. Type of Loan		3. Conv Unins	6. File Number	7. Loan Number	8. Mortgage Ins Case Number
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv Unins	6. File Number 017281	7. Loan Number	8. Mortgage Ins Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv Ins.	6. <input type="checkbox"/> Seller Fin			
7. <input type="checkbox"/> Cash Sale.					
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.					
D. Name & Address of Borrower					
Charles Ray Garner and Barbara B. Garner					
1050 FM 504					
Lohn, TX 76852-6545					
E. Name & Address of Seller					
Philip H. Martin and Evelyn M. Martin					
101 Parkview					
Brady, TX 76825					
F. Name & Address of Lender					
G. Property Location					
SW part of Lots 7 & 8, Block 21, Crothers and					
White Addition, McCulloch County, Texas					
602 W. 17th St.					
Brady, TX 76825					
H. Settlement Agent Name					
McCulloch County Abstract & Title, Inc.					
212 S. Blackburn St.					
Brady, TX 76825					
325-597-2936					
Underwritten By: Stewart					
Place of Settlement					
McCulloch County Abstract & Title, Inc.					
214 S. Blackburn					
Brady, TX 76825					

~~COPY~~

**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.**

---

**WARRANTY DEED**

**Date:** December 14, 2017

**Grantor:** Philip Haight Martin and spouse, Evelyn Marie Martin

**Grantor's Mailing Address:** 101 Parkview, Brady, McCulloch County, Texas 76825

**Grantee:** Charles Ray Garner and spouse, Barbara B. Garner

**Grantee's Mailing Address:** 1050 FM 504, Lohn, McCulloch County, Texas 76852

**Consideration:** Ten and No/100 Dollars (\$10.00) and other valuable consideration paid to Grantor herein, the receipt of which is hereby acknowledged

**Property:**

Being out of the Southwest part of Lots Nos. 7 and 8, Block No. 21, Crothers and White Addition to the City of Brady, McCulloch County, Texas, as shown on the map or plat of said Addition now in general use and of record in Volume 16, Page 477, Deed Records, McCulloch County, Texas, and being more fully described by metes and bounds as follows:

Beginning at a  $\frac{1}{2}$  inch pipe set at the intersection of the North line of 17<sup>th</sup> Street with the East line of Walnut Street, for the Southwest corner of Block No. 21, the Southwest corner of Lot No. 8, and the Southwest corner hereof;

Thence with said East line of Walnut Street for the West line hereof, North 57.18 feet to a  $\frac{1}{2}$  inch pipe set for the Northwest corner hereof;

Thence with the North line hereof, East 100.5 feet to a  $\frac{1}{2}$  inch pipe set for the Northeast corner hereof;

Thence with the East line of Lot No. 7, South, 54.7 feet to a  $\frac{1}{2}$  inch pipe set for the Southeast corner hereof, being in said North line of 17<sup>th</sup> Street;

Thence with said North line of 17<sup>th</sup> Street, South 88° 35' 00" West 100.53 feet to the place of beginning.

**Reservations from and Exceptions to Conveyance and Warranty:**

1. Unrecorded easements for utility lines together with any visible and apparent easements not shown of record.
2. Rights of the public, the State of Texas and its political subdivision, in and to that part of the land, if any, taken or used for road purposes.

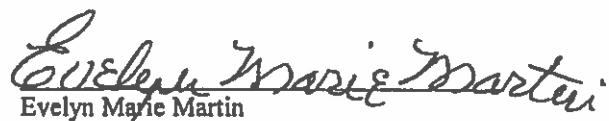
Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

Executed the 14<sup>th</sup> day of December, 2017.



Philip Haight Martin

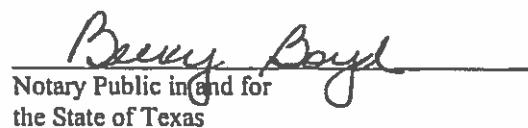
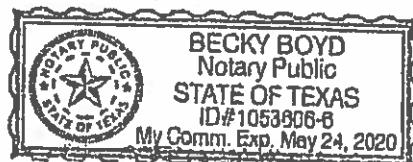


Evelyn Marie Martin

STATE OF TEXAS }  
COUNTY OF McCULLOCH }

This instrument was acknowledged before me on December 14, 2017 by Philip Haight Martin and Evelyn Marie Martin.

Notary's Stamp:



Becky Boyd  
Notary Public in and for  
the State of Texas

## ASSIGNMENT OF LEASE AGREEMENTS

This Agreement is made and entered into by and between Philip H. Martin and spouse, Evelyn M. Martin hereinafter referred to as "Martin," and Charles Ray Garner and spouse, Barbara B. Garner hereinafter referred to as "Garner."

Whereas, Martin entered into an Oral Lease Agreement with West Texas Gas for the lease of a small office for its operations in Brady, Texas;

Whereas, Martin entered into an Oral Lease Agreement with Darrell Keese for the lease of a small office for his operations of Keese International, L.L.C. in Brady, Texas;

Whereas, the offices leased above are in the building on the following described property, to wit:

Being out of the Southwest part of Lots Nos. 7 and 8, Block No. 21, Crothers and White Addition to the City of Brady, McCulloch County, Texas, as shown on the map or plat of said Addition now in general use and of record in Volume 16, Page 477, Deed Records, McCulloch County, Texas, and being more fully described by metes and bounds as follows:

Beginning at a  $\frac{1}{2}$  inch pipe set at the intersection of the North line of 17<sup>th</sup> Street with the East line of Walnut Street, for the Southwest corner of Block No. 21, the Southwest corner of Lot No. 8, and the Southwest corner hereof;

Thence with said East line of Walnut Street for the West line hereof, North 57.18 feet to a  $\frac{1}{2}$  inch pipe set for the Northwest corner hereof;

Thence with the North line hereof, East 100.5 feet to a  $\frac{1}{2}$  inch pipe set for the Northeast corner hereof;

Thence with the East line of Lot No. 7, South, 54.7 feet to a  $\frac{1}{2}$  inch pipe set for the Southeast corner hereof, being in said North line of 17th Street;

Thence with said North line of 17th Street, South 88° 35' 00" West 100.53 feet to the place of beginning.

Whereas, Garner has this day purchased the above described property from Martin; and

Whereas, Garner has requested that Martin assigns their right, title and interest in and to the Oral Lease Agreements to Garner.

Now, Therefore, for and in consideration of the covenants contained herein, the parties agree as follows:

1. Martin has granted, sold and assigned and by these presents does hereby grant, sell and assign to Garner all of their right, title and interest in and to the Oral Lease Agreement with West Texas Gas.

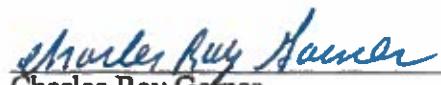
2. Martin has granted, sold and assigned and by these presents does hereby grant, sell and assign to Garner all of their right, title and interest in and to the Oral Lease Agreement with Keese International, L.L.C.

3. Garner hereby accepts the foregoing assignments and covenants that they shall perform the terms and conditions as agreed to between the parties and Garner specifically assumes all rights, duties and liabilities of the Lease Agreements.

4. Martin shall take such other actions as are required by West Texas Gas and Kees International, L.L.C. to transfer ownership of the Leases to Garner.

5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective executors, administrators, personal representatives, heirs, successors and assigns.

In Witness Whereof, the parties have executed this Agreement as of the 14<sup>th</sup> day of December, 2017.

  
Philip H. Martin  
Evelyn M. Martin  
Charles Ray Garner  
Barbara B. Garner

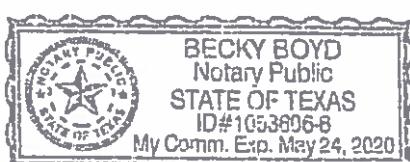
STATE OF TEXAS

COUNTY OF McCULLOCH

}

This instrument was acknowledged before me on December 14, 2017, by Philip H. Martin and Evelyn M. Martin.

Notary's Stamp:

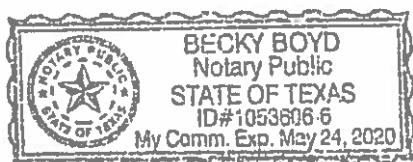
  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF McCULLOCH }

This instrument was acknowledged before me on December 14, 2017, by Charles Ray Garner and spouse, Barbara B. Garner.

Notary's Stamp:



Becky Boyd  
Notary Public, State of Texas

McCulloch County Appraisal District  
306 W. Lockhart  
Brady, Tx 76825-4113  
(325)-597-1627



## **2018 WEB TAX STATEMENT**

\*\*\*\*\* Taxes as Of Today: 4/11/2019 \*\*\*\*\*

Owner ID: 22089

GARNER CHARLES & BARBARA  
1050 FM 504  
LOHN, TX 76852

## **NO TAXES DUE ON THIS PROPERTY**

Parcel ID: 21271

**Legal Description:**

Account #: 00000-00750-00000-000000

S 58X100 FT OF 7-8

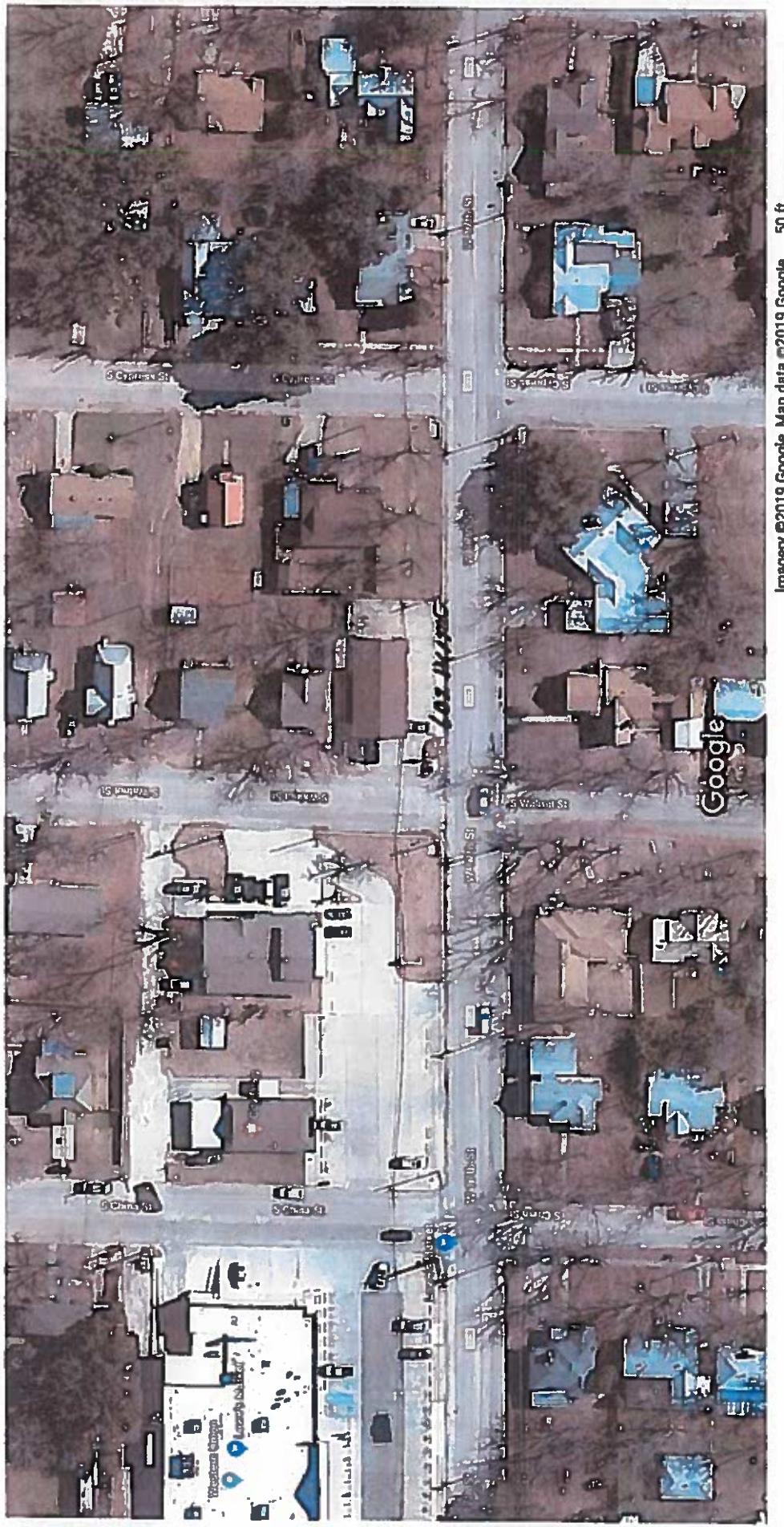
**IF YOU PAYING FROM THIS STATEMENT, PLEASE CONTACT THE COLLECTION OFFICE  
TO VERIFY THE TOTAL DUE. INTERNET CONNECTIVITY COULD POSSIBLY AFFECT  
CALCULATIONS.**

THIS STATEMENT WAS PRINTED FROM WWW.MCCULLOCHCAD.ORG.  
PLEASE CONTACT THE COLLECTION OFFICE  
FOR MORE DETAILED INFORMATION.  
PRINT DATE - 4/11/2019

( Total Tax Due For This Collection Office ) \$ 0.00

## Google Maps 602 W 17th St

602 W 17th St - Google Maps

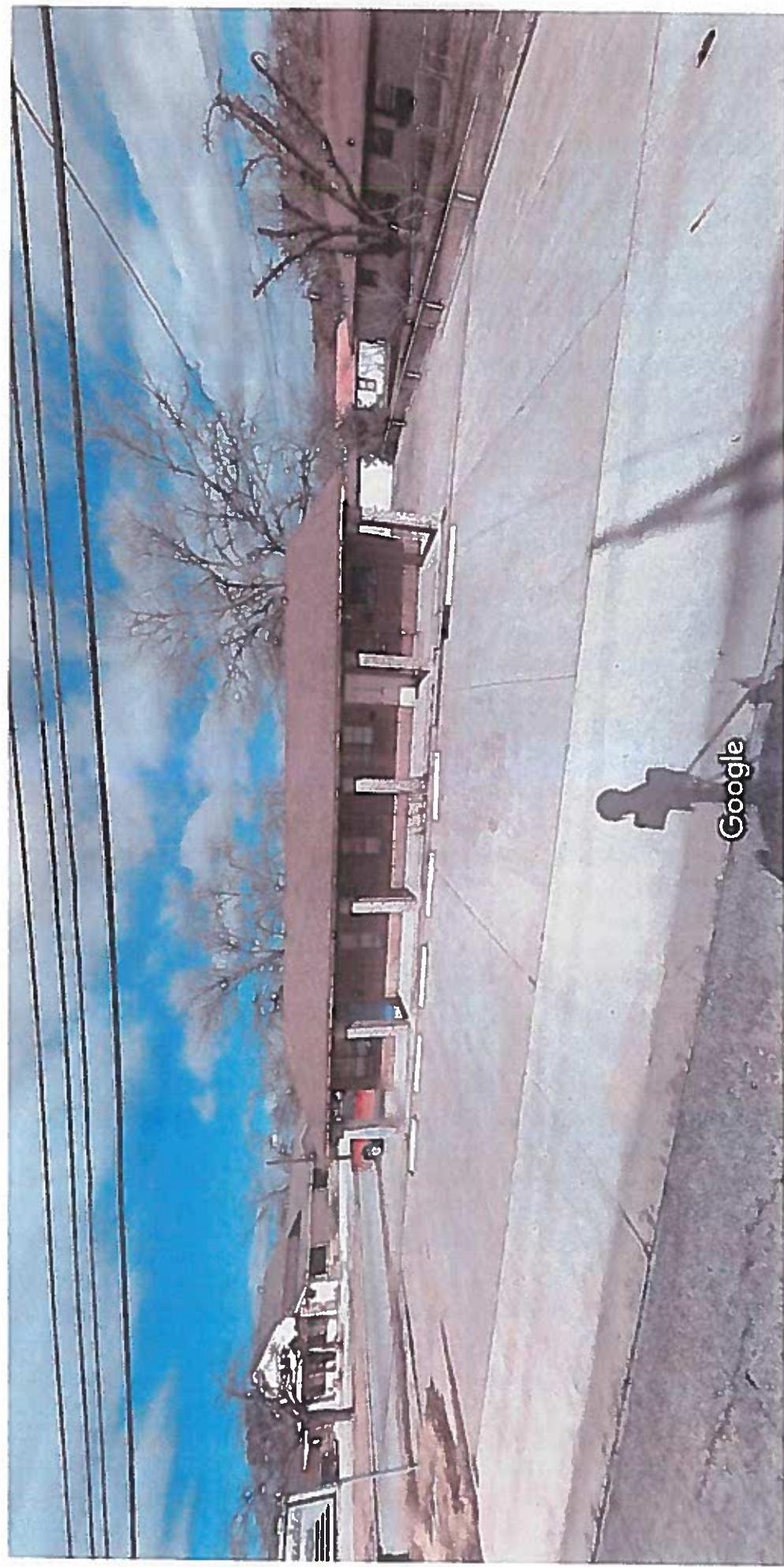


Imagery ©2019 Google, Map data ©2019 Google 50 ft

4/17/2019

602 Ranch Rd 2028 - Google Maps

602 Ranch Rd 2028



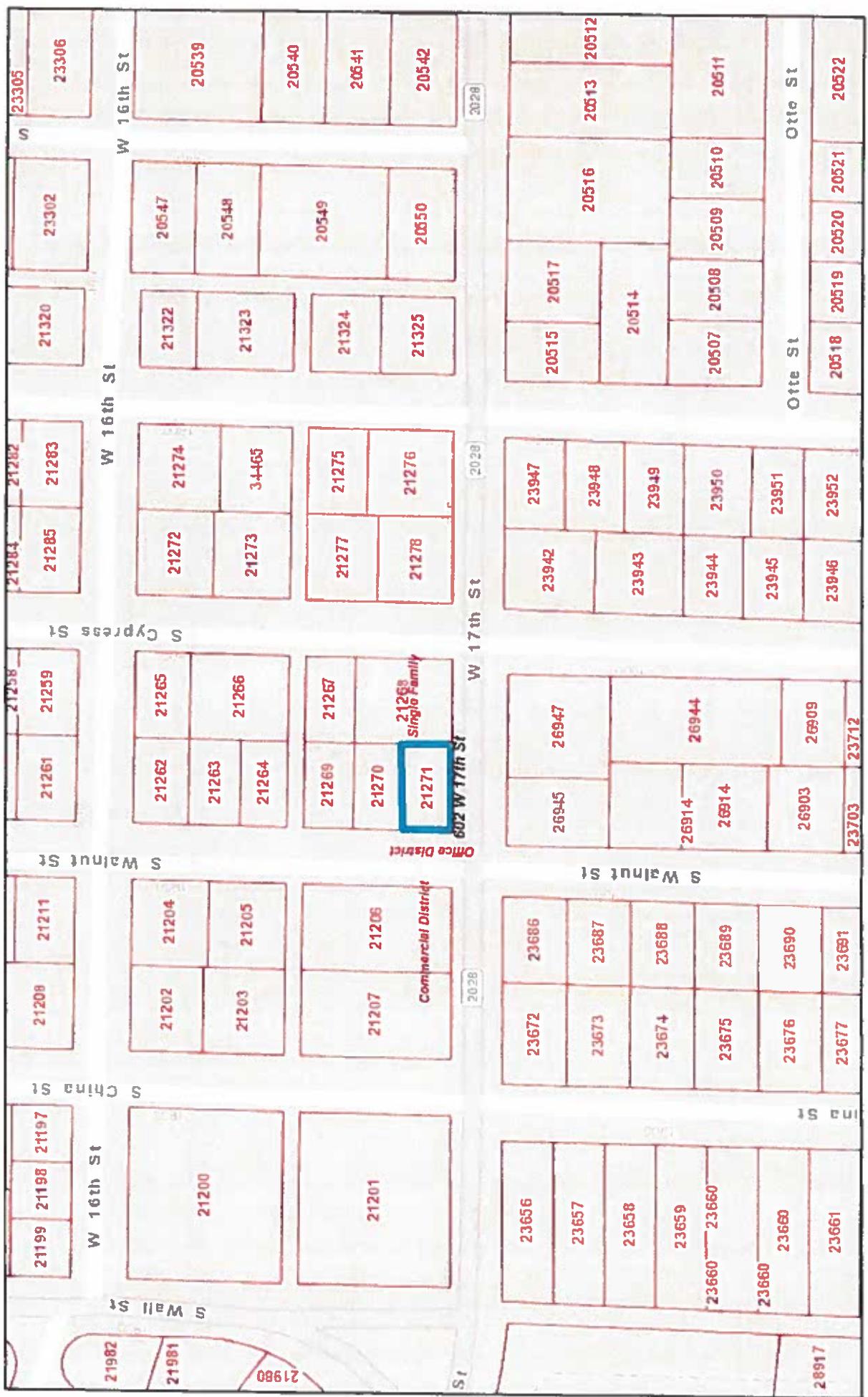
Brady, Texas  
Google

Image capture: Jan 2013 © 2019 Google

Street View - Jan 2013

W 13th St

Map-602 W 17th St



April 17, 2019



EST. HERE, GEMIN. INCREMENT P. NGA. USES

McCulloch County Appraisal District & BIS Consulting • [www.bisconsultants.com](http://www.bisconsultants.com)

For more information, contact the Central Council of the Knights of Columbus at 800-352-2141 or visit [www.knights.org](http://www.knights.org).



## NOTICE OF PUBLIC HEARING

**Re: Request for public hearing to discuss, review and consider action on a zoning case # 2019-01 proposed for a Specific Use Provision (SUP) to allow for Gun Sales in an Office District zone. Specific Use Provision (SUP) is requested by Charles and Barbara Garner for property located at 602 W 17<sup>th</sup> Street in Crothers and White Subdivision, Block No. 21, Lot Nos. S 7-8.**

**Dear Property Owner:**

You are receiving this letter because you own property within 200 feet of the above referenced location.

The City of Brady Planning and Zoning Commission will consider this request at a public hearing on Tuesday, May 21, 2019 at 5:00 P.M. The Commission will meet at the Municipal Court Building located at 207 South Elm, Brady, Texas.

Upon approval from the Planning and Zoning Commission, the Brady City Council will hold a public hearing on the same request on Tuesday, May 21, 2019 at 6:00 P.M. The Council will meet at the Municipal Court Building located at 207 South Elm, Brady, Texas.

Because this request may affect your property, you are encouraged to participate in the process. The public will be given an opportunity to speak during the hearing. If you wish to comment but are unable to attend, written comments may be submitted to the Planning and Zoning Commission or to the City Council prior to the meetings.

Additional information regarding the Specific Use is available for public review at the Service Center located at 1405 North Bridge, Brady, Texas during normal business hours. Should you have questions, please contact Planning and Zoning Secretary Silvia Diaz at 325.597.2244 ext. 201 or City Secretary Tina Keys at 325.597.2152 ext. 207. You may also respond via email to [sdiaz@bradytx.us](mailto:sdiaz@bradytx.us).

## CITY OF BRADY

**Please submit written comments to:**

**City of Brady  
Planning and Zoning Commission  
PO Box 351  
Brady, TX 76825**

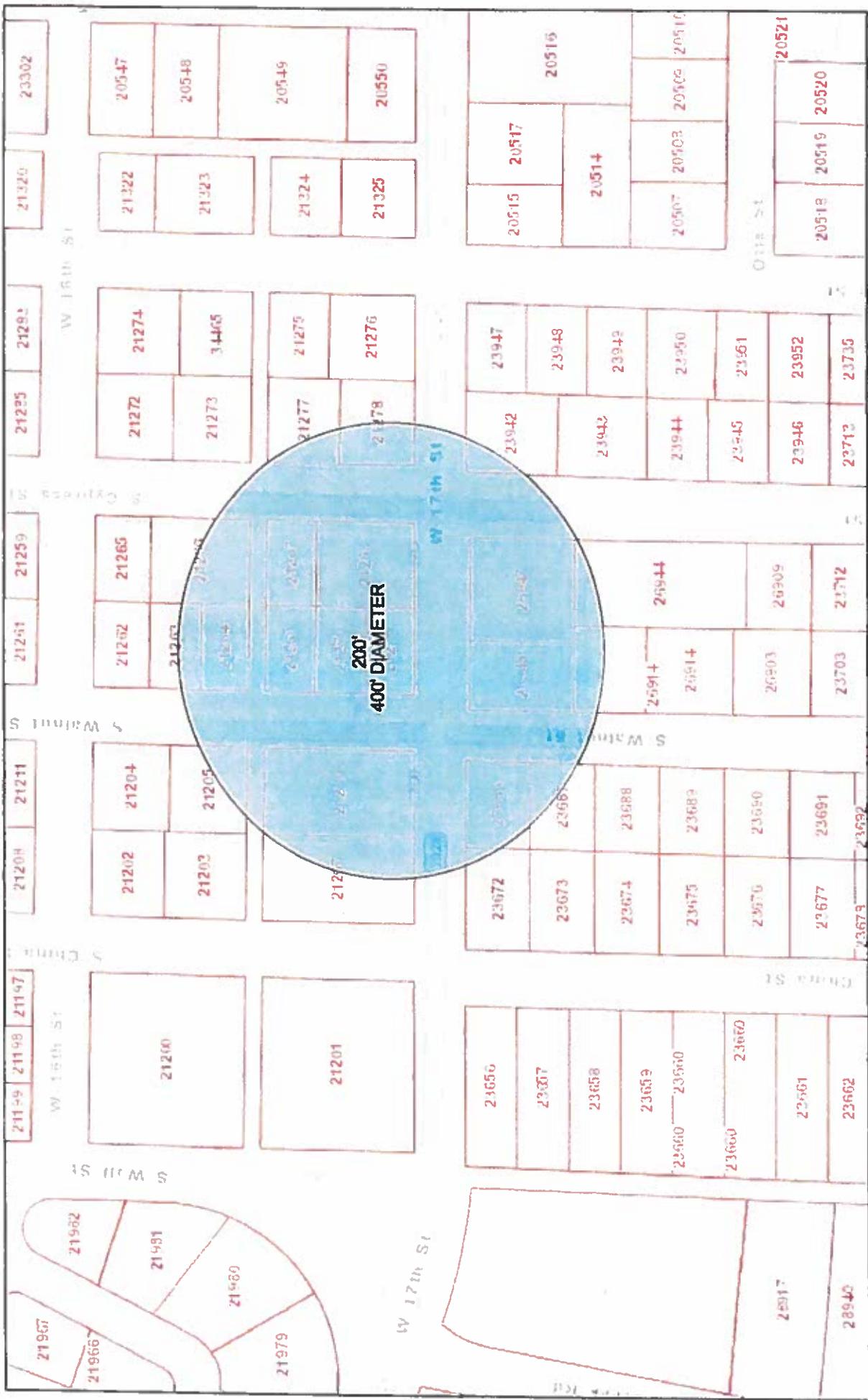
**or**

**City of Brady  
City Council  
PO Box 351  
Brady, TX 76825**

**NOTIFICATION LIST-602 W 17<sup>TH</sup> STREET (OFFICE DISTRICT)**

<b>Owner</b>	<b>Location</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip code</b>
1 MAY JAY S & VICTORIA E	1802 S CYPRESS	106 W LOOP	BRADY	TX	76825
2 FUENTES CARLOS	1803 S WALNUT	SAME	BRADY	TX	76825
3 FUENTES ADRIANE E	1805 S WALNUT	SAME	BRADY	TX	76825
4 FUENTES CARLOS & GUADALUPE	1809 S WALNUT	SAME	BRADY	TX	76825
5 FUENTES ADRIANE E	1807 S WALNUT	SAME	BRADY	TX	76825
6 WILLIAMS JOHNNY & AMANDA	1802 S WALNUT	SAME	BRADY	TX	76825
7 PEARSON CAROLANNE E	704 W 17TH	SAME	BRADY	TX	76825
8 JOLLIFF SUSAN DITTRICH	702 W 17TH	SAME	BRADY	TX	76825
9 COLE PATSY	1901 S CHINA	SAME	BRADY	TX	76825
10 JOHNSON LINDSAY DANIELLE	1900 S WALNUT	SAME	BRADY	TX	76825
11 NEHR PATRICIA G	1902 S WALNUT	SAME	BRADY	TX	76825
12 BUSH CHARLES & GWEN	607 W 17 <sup>TH</sup> ST	SAME	BRADY	TX	76825
13 CORY SYNDY	1904 S CYPRESS	308 OTTE ST	BRADY	TX	76825
14 LEE RUSSELL R & ROSE M	601 W 17 <sup>TH</sup> ST	729 SKYLANE DR S	UVALDE	TX	78801-4058
15 ELLIS INA B EST	1901 S CYPRESS	42 COMANCHE DR	LUBBOCK	TX	79404
16 HARLOW MITCHELL ROSS	1811 S CYPRESS	PO BOX 1263	BROWNWOOD	TX	76804
17 OWENS CHRISTOPHER	1810 S CYPRESS	PO BOX 495	BRADY	TX	76825
18 ELLIOTT TRACEY LYNN	1809 S CYPRESS	SAME	BRADY	TX	76825
19 FUENTES CARLOS	1806 S CYPRESS	SAME	BRADY	TX	76825

602 W 17TH ST



April 24, 2019

## Parcels

1:1,934

**USE CHART  
CITY OF BRADY, TEXAS  
ZONING ORDINANCE**

**SECTION 28.10**

**RETAIL & SERVICE USES**

**Legend for Interpreting Use Charts**

**S** Designates use permitted in District indicated

**P** Designates use prohibited in District indicated

**D** Indicates use may be approved as Specific Use Provision (SUP)

	AGRICULTURE	BRADY LAKE RECREATION	SINGLE-FAMILY RESIDENTIAL (10,000 SQ. FT. LOTS)	SINGLE-FAMILY RESIDENTIAL (5,000 S.F. LOTS)	TWO-FAMILY RESIDENTIAL (DUPLEX)	MULTI-FAMILY RESIDENTIAL	MANUFACTURED HOME	OFFICE	RETAIL	CBD	C	COMMERCIAL	INDUSTRIAL
	A	BLR	SF-10	SF-5	2F	MF	MH	O	R				
ALCOHOLIC BEVERAGE RETAIL SALES *										P	P	P	
ALCOHOLIC BEVERAGE LIQUOR BY THE DRINK		S								S	S	S	
ANTIQUE SHOP, SALES INDOORS *										P	P	P	
APPLIANCE RENTAL (INDOOR ONLY) *										P	P	P	P
ART SUPPLY STORE *										P	P	P	P
BAKERY OR CONFECTIONERY SHOP (RETAIL) *									S	P	P	P	P
BANKING, AUTOMATIC TELLER ONLY *									P	P	P	P	P
BOOK OR STATIONERY SHOP OR NEWSSTAND *									S	P	P	P	P
BUILDING MATERIALS, HARDWARE OR HOME IMPROVEMENT CENTER (INDOOR ONLY) *									P	S	P	P	P
BUILDING MATERIALS, HARDWARE OR HOME IMPROVEMENT (OUTDOOR STORAGE) *									P		P	P	P
CELLULAR HOME/PAGER SALES (INDOOR) *									S	P	P	P	P
CLEANING SHOP OR LAUNDRY PICK-UP AND SELF-SERVICE (SMALL SHOP) *									P	P	P	P	P
CLEANING PLANT (COMMERCIAL OR WHOLESALE) *											P	P	P
COMPUTER SALES *									P	P	P	P	P
CONSIGNMENT STORE *									P	P	P	P	P
CONVENIENCE STORE WITH GASOLINE SALES *									P	P	P	P	P
COPY SHOP *								S	P	P	P	P	P
CUSTOM PERSONAL SERVICE SHOP *									P	P	P	P	P
DISCOUNT OR DEPARTMENT STORE *									P	P	P	P	P
DONUT SHOP *									S	P	P	P	P
DRAPERY, NEEDLEWORK OR WEAVING SHOP *									P	P	P	P	P
DRUG STORE OR PHARMACY *									S	P	P	P	P

**USE CHART  
CITY OF BRADY, TEXAS  
ZONING ORDINANCE**

**SECTION 28.10 (CONT.)**

**RETAIL & SERVICE USES (CONT.)**

	AGRICULTURE	BRADY LAKE RECREATION	SINGLE-FAMILY RESIDENTIAL (10,000 SQ. FT. LOTS)		SINGLE-FAMILY RESIDENTIAL (5,000 S.F. LOTS)		TWO-FAMILY RESIDENTIAL (DUPLEX)		MULTI-FAMILY RESIDENTIAL	MANUFACTURED HOME	OFFICE	RETAIL	CENTRAL BUSINESS DISTRICT		
			A	BLR	SF-10	SF-5	2F	MF	MH				CBD	C	INDUSTRIAL
FLORIST SHOP *											S	P	P	P	P
FOOD STORE *				P								P	P	P	P
FUNERAL HOME OR MORTUARY *												S	S	P	P
FURNITURE, HOME FURNISHINGS & APPLIANCE STORE *												P	P	P	P
GARDEN SHOP *											S	P	P	P	P
GREENHOUSE OR PLANT NURSERY W/OUTSIDE DISPLAY OF PLANTS (RETAIL SALES) *												P	S	P	P
HANDCRAFT SHOP AND ART OBJECT SALES *				P								P	P	P	P
HARDWARE SHOP OR STORE *												P	P	P	P
HOBBY SHOP *												P	P	P	P
HOUSEHOLD APPLIANCE SERVICE OR REPAIR *												P	P	P	P
ICE CREAM/YOGURT *				P								P	P	P	P
INCIDENTAL OR ACCESSORY RETAIL OR SERVICE *				P								P	P	P	P
KEY SHOP *												P	P	P	P
KIOSK *				P								P	P	P	P
LAUNDROMAT (OR SELF-SERVICE WASHATERIA) *				P								P	S	P	S
MEDICAL APPLIANCES, FITTING, SALES OR RENTAL *												P	P	P	P
PAWN SHOP *												S		P	
PET SHOP & GROOMING *												P	P	P	P
RECYCLING KIOSK *				P								P	P	P	P
RESTAURANT WITH DRIVE THRU SERVICE *				S								P	P	P	P
RESTAURANT OR CAFETERIA (NO DRIVE-THRU SERVICE) *				S								P	P	P	P

Legend for Interpreting Use Charts  
 P Designates use permitted in District indicated  
 S Designates use prohibited in District indicated  
 S Indicates use may be approved as Specific Use Provision (SUP)

**USE CHART  
CITY OF BRADY, TEXAS  
ZONING ORDINANCE**

**SECTION 28.10 (CONT.)**

**RETAIL & SERVICE USES (CONT.)**

Legend for Interpreting Use Charts

<b>P</b>	Designates use permitted in District indicated
<input type="checkbox"/>	Designates use prohibited in District indicated
<b>S</b>	Indicates use may be approved as Specific Use Provision (SUP)

AGRICULTURE	BRADY LAKE RECREATION	SINGLE-FAMILY RESIDENTIAL (10,000 SQ. FT. LOTS)	SINGLE-FAMILY RESIDENTIAL (5,000 S.F. LOTS)	TWO-FAMILY RESIDENTIAL (DUPLEX)	MULTI-FAMILY RESIDENTIAL	MANUFACTURED HOME	OFFICE	RETAIL	CENTRAL BUSINESS DISTRICT	COMMERCIAL	INDUSTRIAL
A	BLR	SF-10	SF-5	2F	MF	MH	O	R	CBD	C	I
RESTAURANT OR CAFETERIA (DRIVE-IN SERVICE) *	S							P		P	P
RETAIL SHOP, APPAREL, GIFT, ACCESSORY AND SIMILAR ITEMS *								P	P	P	P
SECURITY SYSTEMS INSTALLATION COMPANY *								P	P	P	P
SILK SCREENING STUDIO OR TEE SHIRT SHOP *								P	P	P	P
STUDIO, DECORATOR, ARTIST, PHOTOGRAPHER *							S	P	P	P	P
STUDIO, HEALTH/REDUCING/FITNESS OR SIMILAR SERVICE/ESTABLISHMENT *							P	P	P	P	P
STUDIO, MUSIC, DANCE OR DRAMA *							S	P	P	P	P
TATTOO OR BODY PIERCING *										P	
TOOL AND LIGHT EQUIPMENT RENTAL (INDOOR) *								S		P	P
TRAVEL BUREAU OR TRAVEL CONSULTANT *							P	P	P	P	P
TROPHY SALES AND ENGRAVING *								P	P	P	P
USED MERCHANDISE OR SECOND-HAND THRIFT STORE *								P	P	P	P
USED MERCHANDISE OR SECOND-HAND THRIFT STORE (NON-PROFIT) *								P	P	P	P
VACUUM CLEANER SALES AND REPAIR *								P	P	P	P
VETERINARIAN, OFFICE ONLY (NO OUTSIDE PENS) *								P	P	P	P
WALLPAPER, FLOORING AND CARPET STORE *								P	P	P	P

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The Planning and Zoning Commission held a regular meeting on October 09, 2018 at 5:30 P.M. at the Brady Municipal Court located at 207 South Elm, Brady, Texas. Planning and Zoning Members present were Chairman Nick Blyshak, Vice Chairman Ronnie Aston, Amy Greer, Thomas Flanigan (arrived at 5:39 pm), Cathy Ewert and Lauri Smith. Staff members present were Tina Keys, Kathryn Meroney, Walter Holbert and Silvia Diaz.

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

The meeting was called to order at 5:30 pm by Nick Blyshak. Silvia Diaz called roll and a quorum was certified with 6 members present. Thomas Flanigan arrived after meeting was adjourned.

#### **2. APPROVAL OF MINUTES-02/13/2018**

Ronnie Aston made a motion to approve the minutes of the previous meeting. Cathy Ewert seconded the motion. All members voted "aye" and none "no". Vote 6-0. Motion carried.

#### **3. ITEMS FOR DISCUSSION AND CONSIDERATION**

- A. Discussion, consideration, and possible recommendation to City Council to approve the 2018 Annual Report of the 2013 Comprehensive Master Plan and Community Improvement Program.**

Amy Greer pointed out grammatical errors on the master plan, she would like to see the wording changed from "overlay" to "overlaid" on second page under "Street Maintenance". Amy Greer suggested omitting sentence starting at the end of first page (The...) and continuing on second page under "Economic Development Corporation Type A". Amy Greer motion to recommend the master plan to council with the changes made to the EDC wording. Ronnie Aston seconded the motion. All members voted "aye" and none "no". Vote 6-0. Motion carried.

#### **4. ADJOURNMENT**

There being no further discussion, the meeting was adjourned at 5:37 p.m.

---

Nick Blyshack, Chairperson

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

Silvia Diaz, Secretary





# SEARCHERS

## LAND SURVEYING, LLC

MASON | FREDERICKSBURG

P.O. Box 528 Mason, TX 76856 | 325-347-7489 | TBPLS Firm #10193966  
P.O. Box 1504 Fredericksburg, TX 78624 | 806-252-9810 | TBPLS Firm #10194211  
[www.searchersls.com](http://www.searchersls.com)

**LEGAL DESCRIPTION:** Being 0.124 acres of land and being a portion of Lot 7 and Lot 8 in Block 21 of the Crothers and White's Addition to the City of Brady, McCulloch County, Texas as shown on plat recorded in Volume 16, Page 477 of the Deed Records of McCulloch County, Texas and being all of that certain tract described in Volume 453, Page 14 of the Official Public Records of McCulloch County, Texas; Said 0.124 acre tract being more particularly described as follows and as surveyed under the supervision of Searchers Land Surveying, LLC in April, 2019:

BEGINNING at a 1/2 inch iron rod set at the intersection of the north line of 17th Street and the east line of Walnut Street for the southwest corner of said Lot 8, the southwest corner of said Block 21 and the southwest corner hereof and from which a 1/2 inch iron rod found with a cap marked "Searchers RPLS 6275" at the intersection of the north line of said 17th Street and the west line of said Walnut Street and, for the southeast corner of Block 8 of said Crothers and White's Addition, the southeast corner of Lot 5 of said Block 8 and the southeast corner of that certain 0.399 acre tract described in Volume 459, Page 354 of said Official Public Records bears South 89°31'02" West a distance of 66.00 feet and another 1/2 inch iron rod found with a cap marked "Searchers RPLS 6275" in the north line of said 17th Street for the southeast corner of Lot 7 of said Block 8, and the southwest corner of Lot 6 of said Block 8, the southwest corner of said 0.399 acre tract and the southeast corner of that certain tract described in Volume 371, Page 630 of said Official Public Records bears South 89°31'02" West a distance of 166.33 feet;

THENCE North 00°47'28" East a distance of 54.84 feet along the east line of said Walnut Street, the west line of said Lot 8, and the west line of said Block 21 to a calculated point for the southwest corner of that certain tract described in Volume 327, Page 948 of said Official Public Records and the northwest corner hereof, and from which a 2 inch pipe fence corner post found bears North 70°49'00" East a distance of 0.56 feet, a 1/2 inch iron rod found with a cap marked "K.H. Ross" in the west line of said Block 21 and the west line of that certain Lot 1 of said Block 21 bears North 00°46'41" East a distance of 190.83 feet, another 1/2 inch iron rod found with a cap marked "K.H. Ross" in the west line of said Block 21 and the west line of said Lot 1 bears North 00°45'13" East a distance of 250.84 feet, a 3/8 inch iron pipe found at the intersection of the south line of an alley and the west line of said Walnut Street and being in the east line of said Block 8, for the northeast corner of said Lot 5 and the northeast corner of said 0.399 acre tract bears North 28°52'56" West a distance of 133.32 feet, and a 1/2 inch iron pipe found in the south line of said alley for the northwest corner of said Lot 6, the northeast corner of said Lot 7 of said Block 8, and the northwest corner of said 0.399 acre tract bears North 54°24'24" West a distance of 202.51 feet;

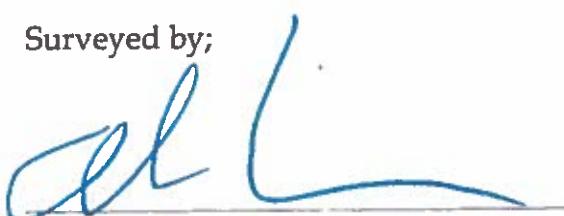
THENCE South 89°21'13" East a distance of 100.50 feet crossing said Lot 7 of said Block 21 and said Lot 8 along the south line of said tract described in Volume 327, Page 948 to a 1/2 inch iron rod set in the east line of said Lot 7 of said Block 21, the west line of that certain Lot 6 of said Block 21, and the west line of that certain tract described in Volume 439, Page 1065 of said Official Public Records, for the southeast corner of said tract described in Volume 327, Page 948 and the northeast corner hereof;

THENCE South 00°47'20" West a distance of 52.85 feet along the east line of said Lot 7 of said Block 21, the west line of said Lot 6 of said Block 21, and the west line of said tract described in Volume 439, Page 1065 to a 1/2 inch iron rod set in the north line of said 17th Street for the southeast corner of said Lot 6, Block 21, the southeast corner of said Lot 7 and the southwest corner of said tract described in Volume 439, Page 1065 and the southeast corner hereof;

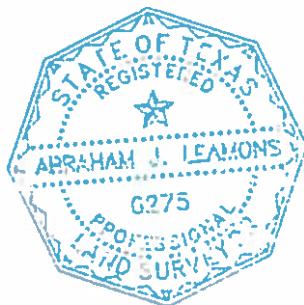
THENCE South 89°31'02" West a distance of 100.53 feet along the north line of said 17th Street, the south line of said Block 21, the south line of said Lot 7 and the south line of said Lot 8 to the POINT OF BEGINNING containing 0.124 acres of land, more or less, and as shown on certified plat herewith.

Note: Bearings, distances and acreage shown hereon are Grid, NAD 83, Texas Central Zone 4203 and are derived from GPS techniques. A "1/2 inch iron rod set" is a 1/2 inch rebar with plastic cap marked "Searchers RPLS 6275".

Surveyed by:



Abraham J. Leamons  
Registered Professional Land Surveyor #6275  
Date: April 19, 2019  
Job# 19-3077



City Council  
City of Brady, Texas

## Agenda Action Form for Ordinance

AGENDA DATE:	05-21-2019	AGENDA ITEM	7.C.
AGENDA SUBJECT:	Discussion, consideration and possible action regarding <b>first reading of Ordinance 1275</b> of the City of Brady, Texas, to amend FY 2019 Budget to purchase property described at the East 30 feet of Lots 1, 2, 3 and 4 and all of Lot A, Block No. 6, Fairview Addition, City of Brady. (\$60,000)		
PREPARED BY:	Lisa Remini	Date Submitted:	05/14/2019
EXHIBITS:	Ordinance 1275 Contract		
BUDGETARY IMPACT:	Required Expenditure:	\$60,000.00	
	Amount Budgeted:	\$0.00	
	Appropriation Required:	\$60,000.00	
CITY MANAGER APPROVAL:			
SUMMARY:	<p>On 4/23/2019, the City Council of the City of Brady moved to approve the purchase of vacant land adjacent to the Service Center for future expansion needs. Formal approval of this expenditure in the FY 2019 Budget is requested to allow staff to complete the action with the seller, Quality Storage, LLC.</p> <p>Staff recommends that the cost be recorded in the Utility Support Fund 50, division 50 budget account 50-5-50-401.00 Capital Outlay as this fund / division budget reflects expenditures that are associated with the Service Center.</p> <p>Staff is currently conducting mid-year budget to actual performance reviews, and will request additional amendments to the budget in June to comply with the charter directive for a balanced budget and the fund balance policy requirement for fund levels.</p>		

### 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 the **first reading of Ordinance 1275**.

**ORDINANCE NO. 1275**

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

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

Increasing the Utility Support Fund Capital Budget by \$60,000.

**WHEREAS**, the Council met on April 23, 2019 and agreed by unanimous vote to purchase the property described as the East 30 feet of Lots 1, 2, 3, and 4 and all of Lot A, Block No. 6, Fairview Addition, Brady, Texas; and

**WHEREAS**: The Council further deems the expenditure necessary for municipal purposes;

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

**APPROVED UPON FIRST READING THIS THE 21<sup>st</sup> DAY OF May 2019,**

**APPROVED AND PASSED UPON SECOND READING THIS THE 4<sup>th</sup> DAY OF June 2019.**

---

Anthony Groves, Mayor

**ATTEST:** \_\_\_\_\_  
Tina Keys, City Secretary

## **REAL PROPERTY PURCHASE AGREEMENT**

This Real Property Purchase Agreement (hereinafter referred to as this "Agreement") is hereby made and entered into as of the Effective Date (as hereinafter defined) by and between TX Quality Storage, L.L.C. (hereinafter referred to as "Seller"), and The City of Brady (hereinafter referred to as "Buyer").

Seller desires to sell and Buyer desires to purchase, upon the terms and conditions hereinafter set forth, certain property located in Brady, McCulloch County, Texas, together with all rights, easements and appurtenances pertaining thereto, and all improvements thereon (collectively, the "Property"), described as follows:

Being the South part of the following tract:

The East 30 feet of Lots 1, 2, 3 and 4 and all of Lot A, Block No. 6, Fairview Addition to the City of Brady, McCulloch County, Texas, according to the map or plat of said Addition now in general use and of record in Volume 27, Page 396, Deed Records, McCulloch County, Texas.

The part of such Property to be conveyed will be surveyed as noted below.

Now, Therefore, for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged by each of the parties hereto, the parties agree as follows:

**1. Purchase Price.** Subject to and pursuant to the following terms and conditions, Seller shall sell and transfer the Property to Buyer and Buyer shall purchase the Property from Seller and pay to Seller the sum of Sixty Thousand and No/100 Dollars (\$60,000.00) (hereinafter referred to as the "Purchase Price"), by the delivery of immediately available and collectible funds.

**2. Payment of Purchase Price and Title.**

**A. Earnest Money Deposit.** The sum of One Thousand and No/100 Dollars (\$1,000.00) will be deposited with McCulloch County Abstract & Title Co., Inc. as Earnest Money, to be applied to the purchase price at Closing.

**B. Remaining Balance.** The balance of Fifty Nine Thousand and No/100 Dollars (\$59,000.00) will be due and payable at Closing.

**C. Title.** Seller shall convey good and indefeasible title to the Property to Buyer at Closing, subject to the following:

**1.** Restrictions contained in instrument dated October 2, 1970, recorded in Volume 175, Page 908, Deed Records, McCulloch County, Texas.

2. Easements shown upon plat of said Addition recorded in Volume 27, Page 397, Deed Records, McCulloch County, Texas.

3. Easement for public utilities as contained in Deed from City of Brady to Norman S. Lawler dated August 20, 1952, recorded in Volume 136, Page 439, Deed Records, McCulloch County, Texas.

4. Rights of parties in possession.

3. Closing.

A. **Closing Date.** The consummation of the purchase and sale of the Property contemplated under this Agreement (the "Closing") shall be held on or before June 24, 2019, at an exact date and time designated by Buyer to Seller via customary escrow in the offices of Donald L. Barley, Attorney at Law, 212 S. Blackburn, Brady, Texas 76825, or at such other location which may be designated by Buyer and Seller.

B. **Closing Costs.** All closing costs shall be assessed to the respective parties as follows:

1. Seller's expense: One-half (1/2) of Escrow fee; cost of preparation of this Agreement; preparation of general warranty deed; cost of survey; tax statements; and other expenses stipulated to be paid by Seller under other provisions of this Agreement.

2. Buyer's expense: One-half (1/2) of Escrow fee; recording fees; and other expenses stipulated to be paid by Buyer under other provisions of this Agreement.

C. **Tax Prorations.** Ad valorem and similar taxes and assessments relating to the Property shall be prorated between Seller and Buyer as of the Closing, based on estimates of the amount of taxes that will be due and payable on the Property during the calendar year in which the Closing occurs. As soon as the amount is known, Seller and Buyer shall promptly and upon demand readjust the amount of taxes to be paid by each party with the result that Buyer pays for those taxes and assessments attributable to the period of time commencing with the Closing Date. Any additional ad valorem taxes relating to the years prior to the year of Closing arising out of a change in land usage or ownership shall be paid by Buyer when assessed. This agreement shall survive the Closing.

D. **Notice Regarding Possible Liability for Additional Taxes.** If for the current ad valorem tax year the taxable value of the land that is the subject of this Agreement is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

**E. Events to Occur at Closing. At the Closing**

1. Seller shall:

(a) deliver possession of the property to Buyer;

(b) deliver to Buyer a duly executed and acknowledged Warranty Deed as provided herein; and

(c) deliver to Buyer all other certificates and instruments incident to Closing.

2. Buyer shall:

(a) pay to Seller the cash amount required to be paid to Seller pursuant to Paragraph 1 hereof; and

(b) deliver to Seller all other certificates and instruments incident to Closing.

4. **Conveyance of Title.** Seller shall convey good and indefeasible fee simple title to the Property to Buyer at Closing pursuant to a General Warranty Deed (the "Deed") duly executed and authorized, subject only to the following:

- A. General real estate taxes for the year of closing and subsequent years not yet due and payable.
- B. Any exceptions approved by Buyer pursuant to Paragraph 2.
- C. Rights of parties in possession.

The deed is to be delivered to Buyer at Closing.

For purposes of this Paragraph 4, "good and indefeasible fee simple title" shall mean fee simple ownership which is free of all claims, liens and encumbrances of any kind or nature whatsoever, other than the Permitted Exceptions.

Seller shall not furnish Buyer an Owner's Policy of Title Insurance. Seller advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

Seller agrees to deliver possession of the Property to Buyer at Closing.

5. Survey.

The parties have agreed that the portion of the Property to be sold will have its North boundary along an east-west line which is 25 feet south of the edge of Seller's storage units. Within 45 days after the date of this Contract, Seller shall, at its expense, furnish a current plat of survey

prepared by a registered professional land surveyor selected by Seller. The survey shall contain a legal description of the boundaries of the property by metes and bounds of the portion of the Property to be conveyed to Buyer, and any and all matters shown on the survey shall be legibly identified on the plat. The surveyor shall certify to the parties that the survey is correct and that there are no visible discrepancies or conflicts, other than as provided above, or encroachments. Buyer will have ten (10) days after the receipt of the survey to review it and to deliver in writing to Seller such objections as Buyer may have to any limitation, restriction, lien or defect shown on the survey. Any such item to which Buyer shall not object shall be deemed to be accepted by Buyer. If there are objections by Buyer, Seller shall in good faith attempt to satisfy such objections. If Seller delivers written notice to Buyer on or before five (5) days after receipt of Buyer's objections that Seller is unable or unwilling to cure the objections Buyer may either waive such objections and accept the survey or terminate this Contract by written notice to Seller.

**6. Authority.** Seller shall deliver to Buyer at Closing such evidence as Buyer's counsel may reasonably require as to the authority of the person or persons executing documents on behalf of the Seller. Buyer shall deliver to Seller at Closing such evidence as Seller's counsel may reasonably require as to the authority of the person or persons executing documents on behalf of Buyer.

**7. Additional Documents.**

**A.** Seller shall execute and deliver to Buyer at Closing such additional documents as shall be reasonably required to consummate the transaction expressly contemplated in this Agreement. Buyer shall execute and deliver to Seller at Closing such additional documents as shall be reasonably required to consummate the transaction expressly contemplated in this Agreement.

**B.** Seller shall deliver to Buyer at Closing an affidavit acceptable to Buyer stating that:

1. All liens or potential liens in connection with any improvements or repairs made to the Property during the last 100 days have been paid in full;

2. That Seller is not a "foreign person" as that term is defined in the Internal Revenue Code Section 1445 (F) (3), nor is the sale of the Property subject to any withholding requirements imposed by the Internal Revenue Code, including, but not limited to, Section 1445 thereof, or in the event any such withholdings are required, then Seller shall withhold such amounts from the Purchase Price as required by law; and

3. No legal proceedings are pending or to Seller's knowledge threatened against Seller which could affect Seller's title to the Property or right or power of Seller to convey the Property to Buyer in accordance with this Agreement.

**8. Agreement Assignable by Buyer.** Intentionally left blank.

**9. Survival of Closing.** All warranties, covenants and representations made herein by either Seller or Buyer shall survive Closing for a period of twelve (12) months. Except as otherwise set forth herein, no condition, covenant or representation shall survive a termination of this Agreement.

**10. Seller's Representations and Warranties.** Seller represents, warrants and covenants to Buyer that:

**A.** As a material inducement, Seller sells the Property "as is" at the price and subject to the terms set forth herein.

**B.** Seller owns good and indefeasible fee simple title to the Property and has corporate authority to execute this Agreement and to convey to Buyer title to the Property in accordance with Paragraph 4 of this Agreement.

**C.** Seller has not received any written notice of any possible future improvements that might create an assessment against any part of the Property.

**D.** Seller has no knowledge of nor has Seller received any written notice of any pending or threatened taking or condemnation of the Property or any portion thereof.

**E.** To the knowledge of Seller, no assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year). Seller shall notify Buyer upon learning of any such assessments.

**F.** No right-of-first refusal or similar agreement exists in connection with the Property which would in any way interfere with Seller's ability to sell the Property.

**G.** Neither the entering into of this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction or decree issued against or imposed upon it. There is no action, suit, proceeding or investigation pending against Seller which would become a cloud on the title to the Property or any portion thereof or which questions the validity or enforceability of the transaction contemplated by this Agreement or any action taken pursuant hereto in any court or before or by any federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality.

**H.** Seller has no knowledge of, nor has Seller received any written notice of, any actual or threatened action, litigation, or proceeding by any organization, person, individual or governmental agency (including governmental actions under condemnation authority or proceedings similar thereto) against the Property or Seller, nor has any such organization, person, individual or governmental agency communicated to Seller in writing anything which Seller believes to be a threat of any such action, litigation or proceeding.

**I.** Seller has not received actual, written notice of any violations of law, municipal or county ordinances, or other legal requirements with respect to the Property.

**11. Buyer's Representations and Warranties.**

**A.** Buyer asserts and agrees that the Property, "as is" will suffice. The agreement to purchase the Property "as is" is a material inducement to Seller to sell the Property to Buyer at the price and upon the other terms set forth herein.

B. Buyer has corporate authority to execute this Agreement, to carry out its terms and shall deliver to Seller at Closing such evidence as Seller's counsel may reasonably require as to the authority of the person or persons executing documents on behalf of the Buyer.

12. **Utility District.** As required by Texas Water Code §13.257, the real property described above, that you (the Buyer) are about to purchase may be located in a certificated water service area, which is authorized by law to provide water service to your property. No other retail public utility is authorized to provide water service to the properties in the certificated area. If the property is located in a certificated area, there may be special costs or charges that you will be required to pay before you can receive water service. There may be a period required to construct lines or other facilities necessary to provide water service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described above.

13. **Wetlands.** Buyer is advised that the presence of wetlands, toxic substances including lead-based paint or asbestos and wastes or other environmental hazards or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property.

14. **Property Condition.** Buyer may have the Property inspected by an inspector selected by Buyer, licensed by The Texas Real Estate Commission (TREC) or otherwise permitted by law to make such inspections. Seller shall permit access to the Property at reasonable times for inspection, repairs and treatment and for reinspection after repairs and treatment have been completed. Buyer shall indemnify, defend and hold Seller harmless from all costs, liabilities, claims, losses and expenses due to Buyer or its agents, contractors or invitees.

A.        Buyer has received the Notice.

B.        Buyer has not received the Notice. Within \_\_\_\_\_ days after the effective date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever occurs first.

C. X The Texas Property Code does not require this Seller to furnish the Notice.

D. Seller's Disclosure of Lead-Based Paint and Lead-Based Paint Hazards is required by Federal law for a residential dwelling constructed prior to 1978. An addendum providing such disclosure is attached.

15. **Leases.** Intentionally left blank.

16. **Amendment.** Neither this Agreement nor any provision hereof may be changed, amended, modified, waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party against which enforcement of the change, amendment, modification, waiver or discharge is sought.

**17. Legal Fees.** In the event legal action is instituted by any of the parties to enforce the terms of this Agreement or arising out of the execution of this Agreement, the prevailing party will be entitled to receive from the other party or parties reasonable attorney's fees to be determined by the court in which the action is brought.

**18. Brokers.** Seller represents and warrants to Buyer that no real estate broker or agent is instrumental in the procurement of this Agreement. Buyer hereby represents and warrants to Seller that no real estate broker or agent are instrumental in the procurement of this Agreement. Additionally, Buyer and Seller represent and warrant that no real estate commission or compensation other than those which may have been identified in the Release shall be payable by such party with respect to the procurement and execution of this Agreement or the sale of the Property contemplated hereby.

**19. Financing.** Intentionally left blank.

**20. Right of First Refusal.** Seller shall have the right to offer its remaining property for sale, and in the event it receives a bona fide offer satisfactory to it, the property shall first be offered to the Buyer at the price and under the terms contained in said bona fide offer. The Buyer shall be notified in writing of the exact terms, times and amounts of the offer and the name and address of the offeror. The Buyer shall then have a period of thirty (30) days from the date of receipt of such written notice to exercise the right of refusal herein granted and shall so notify the Seller in writing of its intention to exercise this right. A failure to notify the selling party in writing within the thirty day period shall be deemed a non-exercise and release of the right herein granted. If the Buyer rejects the offer, then the Seller shall be free to sell its property to such offeror. This right of refusal shall be binding upon the successors and assigns of the Seller.

**21. Notices.** All notices, requests, demands or other communications hereunder shall be in writing and deemed given when delivered personally, when telefaxed or sent via a nationally recognized overnight courier service, or on the day said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Seller:

Reed Williams, President  
TX Quality Storage, L.L.C.  
180 Meadow Lane  
Brady, TX 76825  
Telephone: 325-597-2961  
Email: [Rwilliams@cnbbrady.com](mailto:Rwilliams@cnbbrady.com)

With copies to:

Donald L. Barley  
Box 469  
Brady, TX 76825  
Telephone: 325-597-2936  
Email: [donald.barley@dbarley.com](mailto:donald.barley@dbarley.com)

If to Buyer:

City of Brady  
Attn: Kim Lenoir  
P.O. Box 351  
Brady, TX 76825  
Telephone: 325-597-2152, Ext. 209  
Email: klenoir@bradytx.us

With copies to:

---

---

---

Email: \_\_\_\_\_

or to such other address as the parties may from time to time designate by notice in writing to the other parties.

**22. Failure to Perform.** Upon the failure of either party to perform under this Agreement:

A. If the Buyer fails or refuses to consummate the purchase of the Property pursuant to this Agreement at the closing for any reason other than termination of this Agreement by Buyer pursuant to a right to so terminate expressly set forth in this Agreement or Buyer's failure to perform Buyer's obligations under this Agreement, then Buyer shall be deemed to be in default under this Agreement and Seller may demand specific performance or terminate this Agreement by giving written notice thereof to Buyer at or prior to Closing.

B. If Seller fails to perform any of Seller's obligations hereunder either prior to or at Closing for any reason other than termination of this Agreement by Seller pursuant to a right to so terminate expressly set forth in this Agreement then Buyer shall have as his remedies the right to demand specific performance or the terminate this Agreement by giving written notice thereof to Seller and the Escrow Agent at or prior to Closing. If Buyer so terminates this Agreement, then neither party hereto shall have any further rights or obligations hereunder.

**23. Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regards to conflicts of laws.

**24. Waiver.** Failure of either Buyer or Seller to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of Buyer's or Seller's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement.

**25. Counterparts.** This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the

same Agreement. Copies are effective as originals.

26. **Captions.** All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Agreement.

27. **Severability.** The invalidity or enforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

28. **Special Provisions.** Intentionally left blank.

29. **Entire Agreement.** Time is of the essence of this Agreement. This Agreement constitutes the sole and entire agreement of the parties and is binding upon Seller and Buyer, their heirs, successors, legal representatives and permitted assigns.

30. **Confidentiality.** Except as otherwise provided herein, it is agreed that the existence and the terms and conditions of this Agreement shall be kept confidential by Seller and Buyer, and not disclosed to third-parties. Furthermore, Seller shall keep confidential all information relating to the Property, including data found in any studies and reports not disclosed by Seller to Buyer, following consummation of the transaction contemplated hereunder. Notwithstanding the confidentiality provisions herein, Seller or Buyer may disclose the existence and/or contents of this Agreement:

A. As and only to the extent required by law;

B. As necessary to seek appropriate advice from professional advisors, including tax preparers, bank personnel, business advisors, legal advisors, lenders, geologists and financial advisors;

C. As necessary to enforce the terms of this Agreement, or

D. If the information is already a matter of public record or generally known to the public other than as a result of an act or omission by the party seeking to disclose such information. Each of Seller and Buyer shall require third parties (such as management companies and contractors) to abide by comparable confidentiality provisions with respect to the terms and conditions of the Agreement.

31. **Tax-Deferred Exchange.** Intentionally left blank.

32. **Exclusivity.** Intentionally left blank.

33. **Date of Agreement.** The "Effective Date" of this Agreement shall be the date of receipt of the fully executed Agreement by the Escrow Agent. In the event that any applicable date under this Agreement falls on a Saturday, Sunday or holiday recognized by the state in which the Property is located such date shall be extended to the next applicable business day.

34. **Vacancy of Property.** Intentionally left blank.

Executed this 17<sup>th</sup> day of April, 2019.

**Seller**  
TX Quality Storage, L.L.C.

By   
Reed Williams, President

**Buyer**  
City of Brady

By   
Kim Lenoir, City Manager

## **Escrow Agent Endorsement**

The undersigned hereby acknowledges receipt of the Earnest Money described herein in the form of (personal check) (cashier's check) (cash).

The undersigned does not assume liability for the disbursement of said sum to any person until said check has been paid by the bank or the institution upon which it is drawn.

The undersigned does not agree to pay any portion of the said sum to any person, firm or corporation unless written authority is given to the undersigned by all parties whose signatures appear on the foregoing Real Property Purchase Agreement, or their duly authorized agent, upon demand; and in the event that any suit shall be filed hereon or there should arise any dispute between any party thereto as to the payment or distribution of any such funds now paid or to be paid hereunder, Escrow Agent shall, at its option, pay all of such funds into the registry of the District Court of McCulloch County, Texas, to pay such funds into the coffers where the suit is pending.

No other conditions, stipulations or obligations which may be set out in the foregoing Real Property Purchase Agreement shall be binding on the undersigned if such be in conflict with the provisions of this endorsement.

By \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

### **Receipt**

The undersigned hereby acknowledges receipt of the executed Real Property Purchase Agreement and Earnest Money in the amount of \$\_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2019.

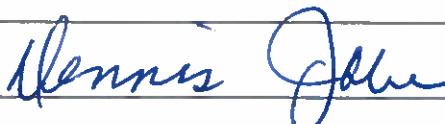
By \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	05/21/2019	<b>AGENDA ITEM</b>	7.D.
<b>AGENDA SUBJECT:</b>	Discussion, consideration and possible action to approve Resolution 2019-026 authorizing publication of notice of intent to issue City of Brady, Texas combination tax and surplus waterworks and sewer system revenue certificates of obligation 2019A and 2019B the combined total not to exceed \$10,435,000.		
<b>PREPARED BY:</b>	Lisa Remini	<b>Date Submitted:</b>	5/15/2019
<b>EXHIBITS:</b>	Resolution 2019-026 with Notice of Publication		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	\$0.00	
	<b>Budget Amount Available:</b>	\$0.00	
	<b>Appropriation Required:</b>	\$0.00	
<b>CITY MANAGER APPROVAL:</b>			
<b>SUMMARY:</b>	<p>It is required that the City Council direct staff through resolution to put notice in a local public newspaper that the Council intends to issue debt in the form of Combination Tax and Surplus Waterworks and Sewer Revenue Certificates of Obligation (COs). This type of debt is in compliance with the City's Debt Management Policy adopted during the City's most recent budgeting cycle.</p> <p>COs are a commonly used debt instrument that allows Council to issue debt for a critical public need on a shorter timeline rather than waiting for the next uniform election date on the calendar. The law requires that the notice must be published twice, each on the same day of the week, the first publication being at least 30 days before a city can pass an ordinance to issue certificates, which is scheduled for Council vote on July 2, 2019.</p> <p>The Texas Water Development Board (TWDB) has given the City of Brady a financial commitment to fund two loans. First loan (CO 2019A) in the amount not to exceed \$2,035,000 is at zero percent interest through the Clean Water State Revolving Fund program. The second loan (CO 2019B) in the amount not to exceed \$8,400,000 will be priced at a discounted interest rate (0.27% - 1.27% as of 5-15-2019) offered by the TWDB through the Clean Water State Revolving Fund program because of the City's strong AA- credit rating.</p> <p>The loan proceeds along with \$4,250,000 in loan forgiveness proceeds from the TWBD will be used to fund the estimated cost of the new Waste Water Treatment Plant at \$14,685,000 that will replace the current 50-year-old plant.</p>		

This is the final “leg” of the City’s efforts to replace a deteriorated plant that is at the end of its useful life and provide sewer processing service at the lowest possible cost to the citizens of Brady.

**RECOMMENDED ACTION:**

It is recommended that the Council approve Resolution 2019-026 authorizing publication of notice of intent to issue Combination Tax and Surplus Waterworks and Sewer System Revenue Certificates of Obligation, Series 2019A and 2019B, the combined total not to exceed \$10,435,000.

## **RESOLUTION NO. 2019-026**

**RESOLUTION AUTHORIZING PUBLICATION  
OF NOTICE OF INTENTION TO ISSUE  
COMBINATION TAX AND SURPLUS WATERWORKS AND SEWER SYSTEM  
REVENUE CERTIFICATES OF OBLIGATION**

WHEREAS, this City Council of the City of Brady, Texas deems it advisable to give notice of intention to issue combination tax and surplus waterworks and sewer system revenue certificates of obligation of said City, as hereinafter provided; and

WHEREAS, it is officially found and determined that the meeting at which this Resolution has been considered and acted upon was open to the public and public notice of the time, place and subject of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended;

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

Section 1. FORM OF NOTICE. Attached hereto and marked Exhibit "A" is a form of Notice of Intention to Issue Combination Tax and Surplus Waterworks and Sewer System Revenue Certificates of Obligation, the form and substance of which is hereby adopted and approved.

Section 2. PUBLICATION OF NOTICE. Said Notice shall be published, in substantially the form attached hereto, in a newspaper, as defined in Subchapter C of Chapter 2051, Texas Government Code, of general circulation in said City once a week for two consecutive weeks, the date of the first publication thereof to be at least thirty (30) days prior to the date tentatively set for passage of the ordinance authorizing the issuance of such certificates.

PASSED AND APPROVED THIS 21ST DAY OF MAY, 2019.

Mayor

ATTEST:

## City Secretary

[CITY SEAL]

**Exhibit "A"**

**NOTICE OF INTENTION TO ISSUE**  
**COMBINATION TAX AND SURPLUS WATERWORKS AND SEWER SYSTEM**  
**REVENUE CERTIFICATES OF OBLIGATION**

NOTICE IS HEREBY GIVEN that the City Council of the City of Brady, Texas, will convene at its regular meeting place of said City Council located in the City of Brady Municipal Court Building, 207 S. Elm Street, Brady, Texas for a regular meeting called at 6:00 p.m. on July 2, 2019, and, during such meeting, the City Council will consider passage of ordinances and take such other actions as may be deemed necessary to authorize the issuance of a series of combination tax and surplus waterworks and sewer system revenue certificates of obligation in a principal amount not to exceed \$8,400,000 (the "Series 2019A Certificates of Obligation") and the issuance of a series of combination tax and surplus waterworks and sewer system revenue certificates of obligation in a principal amount not to exceed \$2,035,000 (the "Series 2019B Certificates of Obligation"). The aggregate principal amount of the Series 2019A Certificates of Obligation and Series 2019B Certificates of Obligation shall not exceed \$10,435,000. The purpose of the certificates to be authorized is to pay contractual obligations of the City to be incurred for construction of certain wastewater system improvements identified as Texas Water Development Board Project No. 73638, and the payment of professional services and costs of issuance related thereto. The Series 2019A Certificates of Obligation and the Series 2019B Certificates of Obligation will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the City and a pledge of the surplus net revenues from the City's waterworks and sewer system. The Series 2019A Certificates of Obligation and the Series 2019B Certificates of Obligation are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Local Government Code, Section 271.041, et seq.

/s/ Anthony Groves  
Mayor, City of Brady, Texas

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

<b>AGENDA DATE:</b>	May 21, 2019	<b>AGENDA ITEM</b>	7.E.																		
<b>AGENDA SUBJECT:</b>		Discussion, consideration, and possible action regarding award of SEWER JETTER MACHINE to Harben Inc., Cumming, GA in the amount of <b>\$50,013.00</b> .																			
<b>PREPARED BY:</b>		S.Miller / G.Jacobson	<b>Date Submitted</b>	May 14, 2019																	
<b>EXHIBITS:</b>		Low bid quote, bid tabulations and specifications																			
<b>BUDGETARY IMPACT:</b>		<b>Required Expenditure:</b>	\$50,013.00																		
		<b>Amount Budgeted:</b>	\$40,000.00																		
		<b>Appropriation Required:</b>	\$4,013.00																		
<b>CITY MANAGER APPROVAL:</b>																					
<b>SUMMARY:</b>																					
<p>Division 30-31 Water Distribution / Wastewater Collection was appropriated for FY2019 \$40,000 in capital funding as assigned to account 30-5-31-402.00 Capital Outlays – Vehicle &amp; Equipment for the purchase of a Sewer-Jetter Machine. Over the course of the last several months city staff solicited price quotes from vendors specializing in this type of equipment. Several on-site demonstration units were brought to Brady for inspection and try-out as offered by various vendors. A bid tabulation sheet is provided as an attachment and summarized as follows:</p>																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%; padding: 5px;"><b>LOW BID</b></th> <th style="width: 40%; padding: 5px;"><b>VENDOR</b></th> <th style="width: 40%; padding: 5px;"><b>TOTAL PRICE QUOTED</b></th> </tr> </thead> <tbody> <tr> <td style="padding: 5px; text-align: center;">1</td> <td style="padding: 5px;">Harben Inc. Cumming, GA 30028</td> <td style="padding: 5px; text-align: right;"><b>\$50,013.00</b></td> </tr> <tr> <td style="padding: 5px; text-align: center;">2</td> <td style="padding: 5px;">GPM Equipment Solutions Arlington, TX 76016</td> <td style="padding: 5px; text-align: right;">\$50,385.00</td> </tr> <tr> <td style="padding: 5px; text-align: center;">3</td> <td style="padding: 5px;">Harben Inc. Cumming, GA 30028</td> <td style="padding: 5px; text-align: right;">\$53,733.00</td> </tr> <tr> <td style="padding: 5px; text-align: center;">4</td> <td style="padding: 5px;">Kinloch Equipment San Antonio, TX 78219</td> <td style="padding: 5px; text-align: right;">\$59,436.00</td> </tr> <tr> <td style="padding: 5px; text-align: center;">5</td> <td style="padding: 5px;">Vector Technologies Ltd Milwaukee, WI 53223</td> <td style="padding: 5px; text-align: right;">\$72,300.00</td> </tr> </tbody> </table>				<b>LOW BID</b>	<b>VENDOR</b>	<b>TOTAL PRICE QUOTED</b>	1	Harben Inc. Cumming, GA 30028	<b>\$50,013.00</b>	2	GPM Equipment Solutions Arlington, TX 76016	\$50,385.00	3	Harben Inc. Cumming, GA 30028	\$53,733.00	4	Kinloch Equipment San Antonio, TX 78219	\$59,436.00	5	Vector Technologies Ltd Milwaukee, WI 53223	\$72,300.00
<b>LOW BID</b>	<b>VENDOR</b>	<b>TOTAL PRICE QUOTED</b>																			
1	Harben Inc. Cumming, GA 30028	<b>\$50,013.00</b>																			
2	GPM Equipment Solutions Arlington, TX 76016	\$50,385.00																			
3	Harben Inc. Cumming, GA 30028	\$53,733.00																			
4	Kinloch Equipment San Antonio, TX 78219	\$59,436.00																			
5	Vector Technologies Ltd Milwaukee, WI 53223	\$72,300.00																			

As can be seen, the price quotes exceeded the FY2019 capital outlay budget of \$40,000.00. However, due to competitive price savings from other capital purchases in this division the available capital funding balance is currently \$46,000.00 leaving a shortfall of just \$4,013.00.

City staff is recommending a line item funding transfer (\$4,013.00) from 30-5-31-312.00 (General) to cover the shortfall. *General* has an account balance of \$49,800.00. The current sewer-jetter machine is used on a frequent basis in the collection system to primarily clear sewer mains from clogs or stoppages. The current sewer-jetter equipment is no longer supported as the original manufacturer has closed.

**RECOMMENDED ACTION:**

City staff recommends the Council award of the 2019 SEWER JETTER EQUIPMENT to **Harben Inc. of Cumming, Georgia** for a purchase price of **\$50,013.00**.

## BID TABULATION SHEET

### CITY OF BRADY

(TO BE ATTACHED TO PURCHASE ORDER FORM)

Division: 31 - Water

Account: 30-5-31-402.00

Date: 05/01/2019

DESCRIPTION OF ITEM TO BE PURCHASED				
Jump Jet Pulsation System, fender mounted tool box/tandem axle with work station light				
750 gallon tank, gasoline engine				

LOW BID	VENDOR	CONTACT PERSON	PHONE #	TOTAL PRICE QUOTED
1	Harben Inc. PO Box 2250 Cumming, GA 30028	Jeff Patterson	281-770-6714	\$50,013.00
2	GPM Equipment Solutions 4101 W. Green Oaks Blvd Arlington, TX 76016	Brian Grabow	210-323-2749	\$50,385.00
3	Harben Inc. PO Box 2250 Cumming, GA 30028	Jeff Patterson	281-770-6714	\$53,733.00
4	Kinloch Equipment 3816 Binz-Engleman Rd San Antonio, TX 78219	Dean Sprouse	210-881-9344	\$59,436.00
5	Vector Technologies Ltd 8301 West Parkland Court Milwaukee, WI 53223	Reid Donaldson	800-832-4010	\$72,300.00

PLEASE JUSTIFY BELOW IF LOW BID IS NOT SELECTED

Low bid meeting specifications.

I, the undersigned, attest that I received the above quotes for purchase of the item(s) described above and request authorization to purchase said item(s) from the vendor designated as low bid meeting specification(s).

  
Harry Weston  
Department Approval

  
Derry Brumate 5/1/2019  
Purchasing Agent Approval



# **CONTRACT PRICING WORKSHEET**

## **For Standard Equipment Purchases**

Contract No.:	SC01-18	Date Prepared:	4/17/2019
---------------	---------	----------------	-----------

**This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents  
MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.**

Buying Agency:	CITY OF BRADY	Contractor:	Harben Inc.
Contact Person:	Gary Jacobson	Prepared By:	Marlene McFalls
Phone:	325-456-2695	Phone:	(800)327-5387
Fax:		Fax:	(770) 887-9411
Email:	water@bradytx.us	Email:	marlene.mcfalls@harben.com

Product Code: C026 Description: 4018 DTK 600 ET180 4000PSI 18GPM 600GAL TANDEM AXLE TRAILER

**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:**

50.930

**B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable**  
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

**C. Unpublished Options - Itemize below - Attach additional sheet if necessary**

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

**Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).**

**For this transaction the percentage is:**

356

**D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)**

**Quantity Ordered:** 1 **X Subtotal of A + B + C:** 55963 = **Subtotal D:** 55963

**E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.**

Brian Grabow  
Texas Sales  
210-323-2749  
[bgrabow@gpmequip.com](mailto:bgrabow@gpmequip.com)



DATE	PO #	Product Class:
March 22, 2019		WO # REV #
Distributor:	GPM EQUIPMENT	
End User:	CITY OF BRADY	
Address:	1405 N BRIDGE	
City, State, Zip:	BRADY TX, 76825	
Phone:	325-456-2695	
Contact:	GARY JACOBSON	
Email:	<a href="mailto:gjacobsen@bradytx.us">gjacobsen@bradytx.us</a>	
<b>STOCK MODEL 545 Trailer Mounted High Pressure Sewer Cleaner</b>		
<b>Engine &amp; Pump:</b> 2.5L Ford Engine w/ Full Shroud Giant 40 GPM @ 2000 PSI w/30 Min Run Dry Capability Lighted Nema 4 Control Panel Auto Shutdown (For High Engine Temp / Low Oil Pressure) Air Purge Valve Recirculation System	<b>Hose Reel &amp; Hose:</b> Rotating Safety Reel w/800' Capacity of 3/4" Hose	<b>Accessories:</b> 10' Leader Hose BB Hose Guide Upstream Pulley Guide Tri-Star (Chisel Point) Nozzle DD (High Flow) Nozzle Finned Nozzle Extension Nozzle Rack Paper Operator / Owner Manual
<b>ENGINE &amp; PUMP OPTIONS:</b> DRAIN VALVES FOR WATER PUMP *RECOMMENDED FOR COLD CLIMATES*		
GAUGE PACKAGE (HOUR METER, TACHOMETER, ENGINE VOLTS, ENGINE OIL PRESSURE, ENGINE TEMP)		
<b>HOSE REEL &amp; HOSE OPTIONS:</b> FOOTAGE METER (MOUNTED ON JET HOSE REEL) SEWER HOSE (3/4" I.D. X 2500 PSI OPERATING PRESSURE) PER FT. WASHDOWN SYSTEM W/GUN AND 25' OF HOSE AUTO LEVELWIND WITH HYDRAULIC UP AND DOWN ACTION		
25' FILL HOSE FOR FILL SYSTEM FILL HOSE STORAGE RACK		
<b>TOOL STORAGE OPTIONS:</b> ADDITIONAL TOOLBOX		
<b>LIGHTING OPTIONS:</b> LED FLOOD LIGHT (FACTORY STANDARD) LED ROTATING BEACON (FACTORY STANDARD)		
Quote Created by: Brian Grabow GPM Equipment Solutions 210-323-2749 <a href="mailto:bgrabow@gpmequip.com">bgrabow@gpmequip.com</a>		
<b>Your price is \$50,385.00 includes trade-in, shipping and training</b>		
<b>Trade-in O'brien Jetter Trailer \$8,000.00</b>		
• Please make PO out to Sewer Equipment • This unit is the Jetter that we demo'd for you		
SIGNATURE		DATE



# **CONTRACT PRICING WORKSHEET**

## **For Standard Equipment Purchases**

**Contract  
No.:**

SC01-18

Date  
Prepared:

4/17/2019

**This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.**

Buying Agency:	CITY OF BRADY	Contractor:	Harben Inc.
Contact Person:	Gary Jacobson	Prepared By:	Marlene McFalls
Phone:	325-597-2244	Phone:	(800)327-5387
Fax:		Fax:	(770) 887-9411
Email:	water@bradytx.us	Email:	marlene.mcfalls@harben.com

Product Code:	C026	Description: 4018 DTK 600 ET180 4000PSI 18GPM 600GAL TANDEM AXLE TRAILER
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:		50,930

**B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable**  
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

**C. Unpublished Options - Itemize below - Attach additional sheet if necessary**  
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

**Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).**

**D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)**

For this transaction the percentage is:

10%

**Quantity Ordered:** 1 **X Subtotal of A + B + C:** 59683

**Quantity Ordered:** 1      **X Subtotal of A + B + C:** 59683      =      **Subtotal D:** 59683

**E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.**

Steven Miller

---

**From:** Dorsey Bustamante  
**Sent:** Wednesday, January 30, 2019 1:04 PM  
**To:** Dean Sprouse  
**Cc:** Gary Jacobson  
**Subject:** RE: Proposal for One (1) Vactor RamJet Trailer Mounted Jetter for City of Brady

Thank you,  
Dorsey

**From:** Dean Sprouse [mailto:[dsprouse@kinlochequip.com](mailto:dsprouse@kinlochequip.com)]  
**Sent:** Wednesday, January 30, 2019 9:36 AM  
**To:** Dorsey Bustamante <[dbustamante@bradytx.us](mailto:dbustamante@bradytx.us)>  
**Cc:** Gary Jacobson <[water@bradytx.us](mailto:water@bradytx.us)>  
**Subject:** RE: Proposal for One (1) Vactor RamJet Trailer Mounted Jetter for City of Brady

Yes we only make the Diesel option. I thought we could get the gas but there is very little demand for it so they do not offer.

Thank You,  
Dean

Sent from [Mail](#) for Windows 10

---

**From:** Dorsey Bustamante <[dbustamante@bradytx.us](mailto:dbustamante@bradytx.us)>  
**Sent:** Wednesday, January 30, 2019 9:30:37 AM  
**To:** Dean Sprouse  
**Cc:** Gary Jacobson  
**Subject:** RE: Proposal for One (1) Vactor RamJet Trailer Mounted Jetter for City of Brady

Good morning Dean, I just wanted to confirm that a gas option is not available.

Thanks,

Dorsey Bustamante  
Purchasing Agent

**City of Brady**  
*THE TRUE HEART OF TEXAS*

[dbustamante@bradytx.us](mailto:dbustamante@bradytx.us)  
325.597.2244 ext. 203  
325.597.0556 fax  
[www.bradytx.us](http://www.bradytx.us)

*"Beware of little expenses; a small leak will sink a great ship." - Benjamin Franklin*

**From:** Dean Sprouse [mailto:[dsprouse@kinlochequip.com](mailto:dsprouse@kinlochequip.com)]  
**Sent:** Wednesday, January 30, 2019 9:08 AM  
**To:** Dorsey Bustamante <[dbustamante@bradytx.us](mailto:dbustamante@bradytx.us)>; Gary Jacobson <[water@bradytx.us](mailto:water@bradytx.us)>  
**Subject:** FW: Proposal for One (1) Vactor RamJet Trailer Mounted Jetter for City of Brady

Hi Gary & Dorsey,

Here is the quote for the trailer with the trade in. I was not sure what GPM you wanted on the pump 40 GPM @ 2000 PSI or 30 GPM @ 3000 PSI. the price is the same either way just let me know which one you prefer. We have three locations for parts and service. San Antonio, Arlington and Houston.

Also keep in mind we sell a lot of the combination Vactor vac-jet trucks. We have a smaller one that does not require a CDL and it would be the next step for the city if you think you need one later on.

Please let me know if you have any questions.

Thank You,

Dean Sprouse  
Kinloch Equipment  
281-615-2603

Sent from Mail for Windows 10

---

**From:** Daniel Federico  
**Sent:** Tuesday, January 29, 2019 7:29:25 PM  
**To:** Dean Sprouse  
**Subject:** Proposal for One (1) Vactor RamJet Trailer Mounted Jetter for City of Brady

Dean,

The following represent the standard specifications for the proposed trailer jet for the City of Brady.

We are offering either a 40 GPM @ 2,000 PSI OR 30 GPM @ 3,000 PSI unit. All other components are identical.

<u>Engine/Pump:</u>	<u>Hose Reel &amp; Hose:</u>	<u>Accessories:</u>
Hatz 74 hp 4 Cyl Diesel Engine (Tier 4)	USJ Pivot Reel	10' Leader Hose
Water Cooled with Engine Shroud	600' capacity of 3/4" hose	Hose Guide
USJ 40 gpm @ 2000 psi, 3 Cylinder		
OR		
USJ 30 gpm @ 3,000 psi, 3 Cylinder	3/4" x 500 Ft MAX 7500 PSI(Piranha)	Two Drain Jet Nozzles
Ceramic Plunger, belt driven		4 Finn 9" Drain Jet Extension
NEMA 4 Ignition Switch control panel		3" Tiger Tail
Auto Shutdown (for high engine		Nozzle Rack
Temp/low oil pressure)		Emergency Stop Button
Water recirculation and Anti-Freeze Sys	Twin 375 gal. water tank (Black	25ft x 2 1/2" Hydrant hose
Pulsation System	2.5" Fill System	Hydraulic Speed Control Valve
Standard Ignition Switch	<u>Trailer:</u> Twin 6000 lbs Torsion bar axle. Electric/Hyd brakes, 2-5/16 ball hitch	Duel Anchor point for Tigertail
	42" Aluminum Toolbox	
	LED Lights in rear and LED rotary Beacon	

The price for either unit is the same at \$64,236 F.O.B. Brady, TX to include free lifetime training.

Upon review of the City's 2004 O'Brien jitter, we are prepared to offer \$4,800 as trade in value against the purchase of either of the jetties we're proposing above. This will result in a net purchase price of \$59,436.

Please don't hesitate to contact me should you have any questions or require any additional information.



performance proven VACUUM SOLUTIONS™

The original since 1976

**Vector Technologies Ltd**

8301 West Parkland Court

Milwaukee, WI 53223

**We are pleased to present the following quotation to:**Mr. Reid Donaldson  
Heil of TexasPhone: 800-832-4010/414-247-7100  
Fax: 414-354-4314  
Web: www.vector-vacuums.comDate: 10/2/2018  
Quote #: 100218MO  
Inquiry #: Email

Phone:

Email: reid.donaldson@heilotex.com

QTY	U/M	PART #	DESCRIPTION	UNIT PRICE	EXT PRICE
1	EA	VJ700	<b>VecJet™ Trailer Mounted Diesel Powered Jetter</b> 99 HP Tier III Kubota diesel engine w/ shutdowns Fully enclosed power unit 13 gallon fuel tank HD trailer, dual 6K Axles, pintle hitch, jack stand / pin connector, LED trailer lights, electric brakes Parking brake <b>Water Pump and Water Tank</b> 100 gallon HDPE water tank 40 gpm @ 3,000 psi Giant water pump Water tank fill level sight gauge Hydrant fill pipe and 25' of hydrant hose Water tank inlet filter bag - 50 micron Water recirculation plumbing Air purge system for winterization <b>Hose Reel</b> Vac-Con reel with 500' of 3/4" hose Hydraulic feed & retract with manual swivel Adjustable water flow rate valve Hose footage counter Strobe light <b>Other Features</b> 50' of 3/8" auxillary hose & low pressure spray gun Diamond plate aluminum tool box Three LED work lights Spare tire <b>Dimensions and Weight:</b> 17' L x 8' 3" W x 7' 4" H Dry: 5,800 lbs Wet: 11,600 lbs <b>Warranty:</b> 1 year warranty on machine excluding wear items 1 year warranty on the water pump 2 year warranty on the engine 5 year warranty on trailer frame and water tank	\$ 72,300.00	\$ 72,300.00

**Total Price:****\$ 72,300.00**

Terms: Full Payment Due 90 Days After Delivery to Heil of Texas

FOB: Vector Factory in Milwaukee, WI, USA

Delivery: 8 to 10 Weeks after deposit and signed order (Ready to ship from Vector Factory in Milwaukee, WI, USA)

*Note: This quotation is subject to acceptance by the buyer and seller within 30 days from the date hereof in accordance with the terms stated on this page and the 2nd page. Buyer grants to seller a security interest in equipment described herein until payment has been made in full. By signing below, all parties agree to the terms as described.*

Accepted by Seller: Vector Technologies Ltd

Signed:

Name: Marcus Oliver - Regional Sales Manager

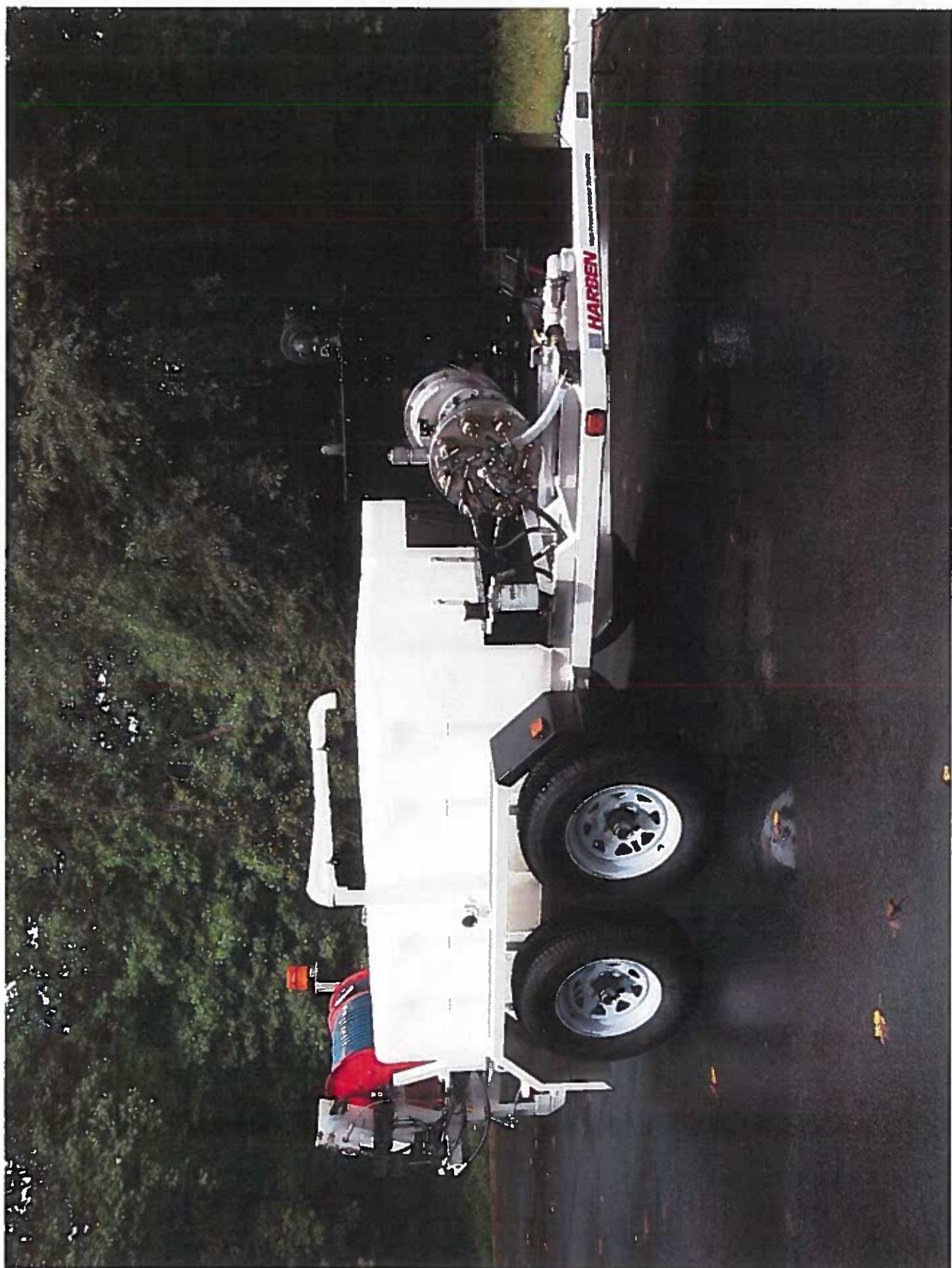
Date:

Buyer:

Signed:

Name:

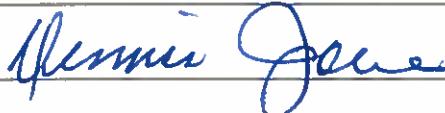
Date:



# City Council

## City of Brady, Texas

### Agenda Action Form

AGENDA DATE:	05/21/19	AGENDA ITEM	7.F.
<b>AGENDA SUBJECT:</b>		Discussion, consideration and possible action approving Subordination and Intercreditor Agreement with Bonneville Mortgage Company in relation to a loan of \$53,000 to THF Brady Housing, Ltd, in accordance with Resolution 2015-13 to replace a prior approval of Intercreditor Agreement with JP Morgan Chase. 380 Agreement with the Trails of Brady Apartments in accordance with Resolution 2015-013.	
PREPARED BY:	Sarah Griffin	Date Submitted:	5/16/19
EXHIBITS:	Agreement		
<b>BUDGETARY IMPACT:</b>	Required Expenditure:	\$53,000.00	
	Amount Budgeted:	\$55,000.00	
	Appropriation Required:	\$53,000.00	
<b>CITY MANAGER APPROVAL:</b>			
<b>SUMMARY:</b>	<p>As part of the federal funding and award of the Trails of Brady Apartment Complex, the City Council approved developing a 380 Agreement and a loan to the project, which added to the points for this statewide competitive project award for Brady. Only one of these projects are allowed in each US Census Tract, and now Brady has met its quota for such a federal project.</p> <p>This is the first loan that the City of Brady has administered.</p> <p>On January 22, 2019 this City Council approved the 380 agreement, the Promissory Note, the Deed of Trust and the InterCreditor with JP Morgan Chase.</p> <p>Since that time the Trails of Brady has changed its Lender from JP Morgan Chase to Bonneville Mortgage Co. and this is reflected in the changed InterCreditor Agreement.</p> <p>All other documents remain the same.</p>		
<b>RECOMMENDED ACTION:</b>			
Approval of items, subject to final revisions between the Parties, conditional upon final approval by the City Attorney.			

**DRAFT as of May 16, 2019**  
**KIRTON McCONKIE**

WHEN RECORDED, RETURN TO:

Kirton McConkie  
50 East South Temple, Suite 400  
Salt Lake City, Utah 84111  
Attn: John B. Lindsay

### **SUBORDINATION AND INTERCREDITOR AGREEMENT**

This Subordination and Intercreditor Agreement (this "Agreement") is effective as of \_\_\_\_\_, 2019, and is made by and between the City of Brady, a Texas municipal corporation ("Junior Lender"), Bonneville Mortgage Company, a Utah corporation ("Senior Lender"), and THF BRADY HOUSING, LTD., a Texas limited partnership ("Borrower").

#### **RECITALS:**

A. Borrower has applied to Senior Lender for a loan in the maximum principal amount of Two Million Five Hundred Thirty-One Thousand Six Hundred Twenty-Two and 00/100 Dollars (\$2,531,622.00) (the "Senior Loan") for the acquisition, construction, rehabilitation, development, equipping and/or operation of the Property.

B. The Senior Loan is evidenced by the Senior Note (as defined below) is secured by, among other things, that certain Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the "Senior Security Instrument"), effective as of the date hereof, encumbering the Property, and will be advanced to Borrower pursuant to the Loan Agreement (as defined herein).

C. Junior Lender is making a loan (the "Junior Loan") to Borrower in the original principal amount of Fifty-Three Thousand and 00/100 Dollars (\$53,000.00), which Junior Loan is evidenced by a certain Promissory Note dated \_\_\_\_\_, made by Borrower to Junior Lender (the "Junior Note") and secured by a collateral account at a third-party depository (such collateral is referred to herein as the "City Separate Collateral"), a deed of trust lien, a promissory note, and a contract lien in the form of a 380 Agreement executed by and between Borrower and the City, the Junior Security Instruments (as hereinafter defined) encumbering the Property, and will be advanced to Borrower pursuant to that certain Promissory Note (the "Junior Loan Agreement") dated \_\_\_\_\_, between Borrower and Junior Lender. In connection with the Junior Loan, Borrower and Junior Lender have executed and recorded against the Property the City Separate Collateral.

D. As a condition to the making of the Senior Loan, Senior Lender requires that Junior Lender execute and deliver this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the making of the Senior Loan and to induce Senior Lender to consent to the Junior Loan and the Junior Security Instrument, Junior Lender hereby agrees as follows:

1. **Definitions.** Capitalized terms used but not defined in this Agreement shall have the meanings ascribed thereto in the Senior Security Instrument. As used in this Agreement, the terms set forth below shall have the respective meanings indicated:

“*Bankruptcy Proceeding*” means any bankruptcy, reorganization, insolvency, composition, restructuring, dissolution, liquidation, receivership, assignment for the benefit of creditors, or custodianship action or proceeding under any federal or state law with respect to Borrower, any guarantor of any of the Senior Indebtedness, any of their respective properties, or any of their respective partners, members, officers, directors, or shareholders.

“*Casualty*” means the occurrence of damage to or loss of any of the Property by fire or other casualty.

“*Condemnation*” means any proposed or actual condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Property, whether direct or indirect.

“*Enforcement Action*” means the acceleration of all or any part of the Junior Indebtedness, the advertising of or commencement of any foreclosure or trustee’s sale proceedings, the exercise of any power of sale, the acceptance of a deed or assignment in lieu of foreclosure or sale, the collecting of Rents, the obtaining of or seeking of the appointment of a receiver, the seeking of default interest, the taking of possession or control of any of the Property, the commencement of any suit or other legal, administrative, or arbitration proceeding based upon the Junior Note or any other of the Junior Loan Documents, the exercising of any banker’s lien or rights of set-off or recoupment, or the taking of any other enforcement action against Borrower, any other party liable for any of the Junior Indebtedness or obligated under any of the Junior Loan Documents, or the Property.

“*Enforcement Action Notice*” means a written notice from Junior Lender to Senior Lender, given following a Junior Loan Default and the expiration of any notice or cure periods provided for such Junior Loan Default in the Junior Loan Documents, setting forth in reasonable detail the Enforcement Action proposed to be taken by Junior Lender.

“*Junior Indebtedness*” means all indebtedness of any kind at any time evidenced or secured by, or arising under, the Junior Loan Documents, whether incurred, arising or accruing before or after the filing of any Bankruptcy Proceeding.

“*Junior Loan Default*” means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of notice or the passage of time, or both, would constitute, an “Event of Default” as defined in the Junior Security Instrument or Junior Loan Agreement.

***“Junior Loan Documents”*** means, collectively, the Junior Note, the Junior Security Instrument, the Junior Loan Agreement, and all other documents evidencing, securing or delivered in connection with the Junior Loan, together with such modifications, amendments and supplements thereto as are approved in writing by Senior Lender prior to their execution.

***“Junior Security Instrument”*** means the City Separate Collateral, specifically, that certain Leasehold Deed of Trust, Promissory Note, and contract lien in the form of a 380 Agreement, dated \_\_\_\_\_ made by Borrower for the benefit of Junior Lender, recorded with the office of the County Recorder for McCulloch County, State of Texas, on \_\_\_\_\_, as Document No. \_\_\_\_\_, as the same may from time to time be extended, consolidated, substituted for, modified, amended or supplemented upon receipt of the consent of Senior Lender.

***“Loan Agreement”*** means that certain Term Loan Agreement effective as of the date hereof by and between Borrower and Senior Lender relating to the Senior Loan.

***“Loss Proceeds”*** means all monies received or to be received under any insurance policy, from any condemning authority, or from any other source, as a result of any Condemnation or Casualty.

***“Property”*** means (i) the land and improvements known or to be known as Trails of Brady Apartments, located in Brady, McCulloch County, State of Texas, which Property is more particularly described on Exhibit A attached hereto, and (ii) all furniture, fixtures and equipment located at such apartments and other property, accounts, deposits and rights and interests of Borrower encumbered by the Senior Security Instrument and/or the other Senior Loan Documents.

***“Senior Indebtedness”*** means all indebtedness of any kind at any time evidenced or secured by, or arising under, the Senior Loan Documents, whether incurred, arising or accruing before or after the filing of any Bankruptcy Proceeding.

***“Senior Loan Default”*** means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of notice or the passage of time, or both, would constitute, an “Event of Default” as defined in the Senior Loan Documents.

***“Senior Loan Documents”*** means, collectively, the Senior Security Instrument, the Senior Note, the Loan Agreement and all of the other documents, instruments and agreements now or hereafter evidencing, securing or otherwise executed in connection with the Senior Loan, as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented in accordance with the provisions of this Agreement.

***“Senior Note”*** means the Note, as defined by the Senior Security Instrument, as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented.

***“Senior Security Instrument”*** means that certain Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing effective as of the date hereof, made by Borrower for the benefit of Senior Lender, as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented.

**2. Junior Loan and Junior Loan Documents are Subordinate; Acts by Senior Lender do not Affect Subordination.**

(a) Junior Lender hereby covenants and agrees on behalf of itself and its successors and permitted assigns that the Junior Indebtedness, once executed, shall at all times continue to be, subordinate, subject and inferior (in payment and priority) to the prior payment in full of the Senior Indebtedness, and that the liens, rights, payment interests, priority interests and security interests granted to Junior Lender in connection with the Junior Loan and under the Junior Loan Documents are, and are hereby expressly acknowledged to be in all respects and at all times, subject, subordinate and inferior in all respects to the liens, rights, payment, priority and security interests granted to Senior Lender under the Senior Loan and the Senior Loan Documents and the terms, covenants, conditions, operations and effects thereof.

(b) Except as expressly set forth herein, repayment of the Junior Indebtedness, is and shall be postponed and subordinated to repayment in full of the Senior Loan. If (i) Junior Lender receives any payment, property, or asset of any kind or in any form on account of the Junior Indebtedness (including, without limitation, any proceeds from any Enforcement Action) after a Senior Loan Default of which Junior Lender has actual knowledge or has been given notice, or (ii) Junior Lender receives, voluntarily or involuntarily, by operation of law or otherwise, any payment, property, or asset in or in connection with any Bankruptcy Proceeding, such payment, property, or asset will be received and held in trust for Senior Lender. Junior Lender will promptly remit, in kind and properly endorsed as necessary, all such payments, properties, and assets to Senior Lender. Senior Lender shall apply any payment, asset, or property so received from Junior Lender to the Senior Indebtedness in such order, amount (with respect to any asset or property other than immediately available funds), and manner as Senior Lender shall determine in its sole and absolute discretion.

(c) Without limiting the complete subordination of the Junior Indebtedness to the payment in full of the Senior Indebtedness, in any Bankruptcy Proceeding, upon any payment or distribution (whether in cash, property, securities, or otherwise) to creditors (i) the Senior Indebtedness shall first be paid in full in cash before Junior Lender shall be entitled to receive any payment or other distribution on account of or in respect of the Junior Indebtedness, and (ii) until all of the Senior Indebtedness is paid in full in cash, any payment or distribution to which Junior Lender would be entitled but for this Agreement (whether in cash, property, or other assets) shall be made to Senior Lender.

(d) Junior Lender hereby acknowledges and agrees that Senior Lender may, without the consent or approval of Junior Lender, agree with Borrower to extend, consolidate, modify, increase or amend any or all the Senior Loan Documents and otherwise act or fail to act with respect to any matter set forth in any Senior Loan Document (including, without limitation, the exercise of any rights or remedies, waiver, forbearance or delay in enforcing any rights or remedies, the declaration of acceleration, the declaration of defaults or events of default, the release, in whole or in part, of any collateral or other property, and any consent, approval or waiver), and all such extensions, consolidations, modifications, amendments acts and omissions shall not release, impair or otherwise affect Junior Lender's obligations and agreements hereunder.

(e) Senior Lender, in permitting disbursements of the proceeds of the Senior Loan pursuant to the Loan Agreement, is under no obligation or duty to ensure, nor has Senior Lender represented that it will ensure, the proper application of such proceeds, and any application or use of such proceeds for purposes other than as provided in any such agreement shall not defeat or render invalid, in whole or in part, the subordination provided for in this Agreement.

(f) Senior Lender has not made any warranty or representation of any kind or nature whatsoever to Junior Lender with respect to (i) the application of the proceeds of any disbursement made by Senior Lender for the account of Borrower, (ii) the value of the Property, or the improvements to be constructed thereon, or the marketability or value thereof upon completion of such construction, or (iii) the ability of Borrower to honor its covenants and agreements with Senior Lender or Junior Lender.

(g) In addition, Junior Lender agrees to subordinate the lien of the Junior Security Instrument and the payment of the Junior Indebtedness to the lien and payment in full of any financing obtained by Borrower to refinance, in whole or in part, the Senior Indebtedness so long as the new loan ("Qualifying Loan") (i) is in a principal amount not greater than the original principal amount of the Senior Indebtedness, (ii) has an interest rate (or if a variable rate, has an initial rate) that is not greater than seven points in excess of the average "Prime Rate" announced by the three United States based banks with the greatest total assets and (iii) is from a lender not affiliated with Borrower. Promptly upon notice to Junior Lender that Borrower intends to enter into a Qualifying Loan, but not later than twenty (20) days thereafter, Junior Lender will execute a Subordination and Intercreditor Agreement in the form of this Agreement with the entity making the Qualifying Loan.

### **3. Junior Lender Agreements.**

(a) Without the prior written consent of Senior Lender in each instance, Junior Lender shall not (i) amend, modify, waive, extend, renew or replace any provision of any of the Junior Loan Documents, or (ii) pledge, assign, transfer, convey, or sell any interest in the Junior Indebtedness or any of the Junior Loan Documents; or (iii) accept any

payment on account of the Junior Indebtedness other than a regularly scheduled payment of interest or principal and interest made not earlier than ten (10) days prior to the due date thereof; or (iv) take any action which has the effect of increasing the Junior Indebtedness; or (v) appear in, defend or bring any action in connection with the Property; or (vi) take any action concerning environmental matters affecting the Property. Regardless of any contrary provision in the Junior Loan Documents, Junior Lender shall not collect payments for the purpose of escrowing for any cost or expense related to the Property or for any portion of the Junior Indebtedness.

(b) In the event and to the extent that each of Senior Lender and Junior Lender have under their respective loan documents certain approval or consent rights over the same subject matters (regardless of whether the obligations or rights are identical or substantially identical), Junior Lender agrees that Senior Lender shall exercise such approval rights on behalf of both Senior Lender and Junior Lender, and Junior Lender shall have no right to object to any such action or approval taken by Senior Lender and shall consent thereto and be bound thereby. Without limiting the generality of the foregoing, Senior Lender shall have all approval, consent and oversight rights in connection with any insurance claims relating to the Property, any decisions regarding the use of insurance proceeds after a casualty loss or condemnation awards, the hiring or firing of property managers, or otherwise related in any way to the Property, and Junior Lender shall have no right to object to any such action or approval taken by Senior Lender and shall consent thereto and be bound thereby.

(c) Junior Lender shall not commence or join with any other creditor in commencing any Bankruptcy Proceeding involving Borrower, and Junior Lender shall not initiate and shall not be a party to any action, motion or request, in a Bankruptcy Proceeding involving any other person or entity, which seeks the consolidation of some or all of the assets of Borrower into such Bankruptcy Proceeding. In the event of any Bankruptcy Proceeding relating to Borrower or the Property or, in the event of any Bankruptcy Proceeding relating to any other person or entity into which (notwithstanding the covenant in the first sentence of this clause) the assets or interests of Borrower are consolidated, then in either event, the Senior Loan shall first be paid in full before Junior Lender shall be entitled to receive and retain any payment or distribution in respect to the Junior Loan. Junior Lender agrees that (i) Senior Lender shall receive all payments and distributions of every kind or character in respect of the Junior Loan to which Junior Lender would otherwise be entitled, but for the subordination provisions of this Agreement (including without limitation, any payments or distributions during the pendency of a Bankruptcy Proceeding involving Borrower or the Property), and (ii) the subordination of the Junior Loan and the Junior Loan Documents shall not be affected in any way by Senior Lender electing, under Section 1111(b) of the federal bankruptcy code, to have its claim treated as being a fully secured claim.

(d) Junior Lender covenants and agrees that the effectiveness of this Agreement and the rights of Senior Lender hereunder shall be in no way impaired, affected, diminished

or released by any renewal or extension of the time of payment of the Senior Loan, by any delay, forbearance, failure, neglect or refusal of Senior Lender in enforcing payment thereof or in enforcing the lien of or attempting to realize upon the Senior Loan Documents or any other security which may have been given or may hereafter be given for the Senior Loan, by any waiver or failure to exercise any right or remedy under the Senior Loan Documents, or by any other act or failure to act by Senior Lender. Junior Lender acknowledges that Senior Lender, at its sole option, may release all or any portion of the Property from the lien of the Senior Security Instrument, and may release or waive any guaranty, surety or indemnity providing additional collateral to Senior Lender, and Junior Lender hereby waives any legal or equitable right in respect of marshaling it might have, in connection with any release of all or any portion of the Property by Senior Lender, to require the separate sales of any portion of the Property or to require Senior Lender to exhaust its remedies against any portion of the Property or any other collateral before proceeding against any other portion of the Property or other collateral (including guarantees) for the Senior Loan. At any time or from time to time and any number of times, without notice to Junior Lender and without affecting the liability of Junior Lender, (a) the time for payment of the Senior Indebtedness may be extended or the Senior Indebtedness may be renewed in whole or in part; (b) the time for Borrower's performance of or compliance with any covenant or agreement contained in the Senior Loan Documents, whether presently existing or hereinafter entered into, may be extended or such performance or compliance may be waived; (c) the maturity of the Senior Indebtedness may be accelerated as provided in the Senior Loan Documents; (d) any Senior Loan Document may be modified or amended by Senior Lender and Borrower in any respect, including, but not limited to, an increase in the principal amount; and (e) any security for the Senior Indebtedness may be modified, exchanged, surrendered or otherwise dealt with or additional security may be pledged or mortgaged for the Senior Indebtedness. If, after the occurrence of a Senior Loan Default, Senior Lender acquires title to any of the Property pursuant to a mortgage foreclosure conducted in accordance with applicable law, the lien, operation, and effect of the Junior Security Instrument and other Junior Loan Documents automatically shall terminate with respect to such Property upon Senior Lender's acquisition of title.

#### **4. Standstill Agreement; Right to Cure Senior Loan Default.**

(a) Until such time as any of the Senior Indebtedness has been repaid in full and the Senior Security Instrument has been released and discharged, Junior Lender shall not without the prior written consent of Senior Lender, which may be withheld in Senior Lender's sole and absolute discretion, (i) accelerate the Junior Loan, (ii) exercise any of Junior Lender's remedies under the Junior Security Instrument or any of the other Junior Loan Documents (including, without limitation, the commencement of any judicial or non-judicial action of proceeding (a) to enforce any obligation of Borrower under any of the Junior Loan Documents, (b) to collect any monies payable to Borrower, (c) to have a receiver appointed to collect any monies payable to Borrower; or (d) to foreclose the lien(s) created by the Junior Security Instrument) or (iii) file or join in the filing of any involuntary

Bankruptcy Proceeding against Borrower or any person or entity which owns a direct or indirect interest in Borrower; provided, however, that such limitation on the remedies of Junior Lender shall not derogate or otherwise limit Junior Lender's rights, following an event of default under the Junior Loan Documents to (a) compute interest on all amounts due and payable under the Junior Loan at the default rate described in the Junior Loan Documents, (b) compute prepayment premiums and late charges, (c) enforce against any person, other than Borrower and any guarantors or indemnitors under the Senior Loan Documents, any guaranty of the obligations of Borrower under the Junior Loan and (d) specifically enforce the obligations of Borrower to comply with its non-monetary obligations under the Regulatory Agreement.

(b) Senior Lender shall, simultaneously with the sending of any notice of a Senior Loan Default to Borrower, send to Junior Lender a copy of said notice under the Senior Loan Documents; provided, however, failure to do so shall not affect the validity of such notice or any obligation of Borrower to Senior Lender and shall not affect the relative priorities between the Senior Loan and the Junior Loan as set forth herein. Borrower covenants and agrees to forward to Junior Lender, within three (3) business days of Borrower's receipt thereof, a copy of any notice of a Senior Loan Default Borrower receives from Senior Lender.

(c) Senior Lender agrees that it shall not complete a foreclosure sale of the Property or record a deed-in-lieu of foreclosure with respect to the Property (each, a "Foreclosure Remedy") unless Junior Lender has first been given thirty (30) days written notice of the event(s) of default giving Senior Lender the right to complete such Foreclosure Remedy, and unless Junior Lender has failed, within such thirty (30) day period, to cure such event(s) of default; provided, however, that Senior Lender shall be entitled during such thirty (30) day period to continue to pursue all of its rights and remedies under the Senior Loan Documents, including, but not limited to, acceleration of the Senior Loan (subject to any de-acceleration provisions specifically set forth in the Senior Loan Documents), commencement and pursuit of a judicial or non-judicial foreclosure (but not completion of the foreclosure sale), appointment of a receiver, enforcement of any guaranty (subject to any notice and cure provisions contained therein), and/or enforcement of any other Senior Loan Document. In the event Senior Lender has accelerated the Senior Loan and Junior Lender cures all events of default giving rise to such acceleration within the thirty (30) day cure period described above, such cure shall have the effect of de-accelerating the Senior Loan; provided, however, that such de-acceleration shall not waive or limit any of Senior Lender's rights to accelerate the Senior Loan or exercise any other remedies under the Senior Loan Documents as to any future or continuing events of default. It is the express intent of the parties hereunder that Senior Lender shall have the right to pursue all rights and remedies except completion of a Foreclosure Remedy without liability to Junior Lender for failure to provide timely notice to Junior Lender required hereunder, and that Senior Lender's liability hereunder shall be expressly limited to actual and consequential damages to Junior Lender directly caused by

Senior Lender's completion of a Foreclosure Remedy without Junior Lender receiving the notice and opportunity to cure described above.

(d) Junior Lender shall not be subrogated to the rights of Senior Lender under the Senior Loan Documents by reason of Junior Lender having cured any Senior Loan Default. However, Senior Lender acknowledges that, to the extent so provided in the Junior Loan Documents, amounts advanced or expended by Junior Lender to cure a Senior Loan Default may be added to and become a part of the Junior Indebtedness.

5. **Insurance.** Junior Lender agrees that all original policies of insurance required pursuant to the Senior Security Instrument shall be held by Senior Lender. The preceding sentence shall not preclude Junior Lender from requiring that it be named as a loss payee, as its interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Property, provided such action does not affect the priority of payment of the proceeds of property damage insurance under the Senior Security Instrument, or that it be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Property.

6. **Default.** Junior Lender and Borrower acknowledge and agree that a default by either such party under this Agreement shall, at the sole option of Senior Lender, constitute a default under the Senior Loan Documents. Each party hereto acknowledges that in the event any party fails to comply with its obligations hereunder, the other parties shall have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief. No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

7. **Agreements by Borrower.** Borrower agrees that Senior Lender and Junior Lender may share information that each may acquire with respect to Borrower, or the collateral described herein, and consents to the transfer of such information, whether financial or otherwise, between them, without having to obtain further consent from Borrower.

8. **Enforcement Costs.** Borrower and Junior Lender agree to reimburse Senior Lender for any and all costs and expenses (including reasonable attorneys' fees) incurred by Senior Lender in connection with enforcing its rights against Junior Lender under this Agreement.

9. **Notices.** Any notice which any party hereto may be required or may desire to give hereunder shall be deemed to have been given and shall be effective only if it is in writing and (i) delivered personally, (ii) mailed, postage prepaid, by United States registered or certified mail, return receipts requested, (iii) delivered by overnight express courier or (iv) sent by telecopier, in each instance addressed as follows:

To Junior Lender:

City of Brady

Attn: \_\_\_\_\_

To Senior Lender: **Bonneville Mortgage Company**  
**111 Main, Suite 1600**  
**Salt Lake City, Utah 84111**  
**Attn: Brent H. Peterson**

With copies to: Kirton McConkie  
50 East South Temple, Suite 400  
Salt Lake City, Utah 84111  
Attn: John B. Lindsay

To Borrower: THF Brady Housing, Ltd.  
1110 Broadway  
Marble Falls, Texas 78654  
Attn: Mark Mayfield

or at such other addresses or to the attention of such other persons as may from time to time be designated by the party to be addressed by written notice to the other in the manner herein provided. Notices, demands and requests given in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder when received or when delivery is refused or when the same are returned to sender for failure to be called for.

10. JURY TRIAL WAIVER. TO THE EXTENT PERMITTED BY LAW, THE PARTIES HERETO HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

11. **Term.** The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the principal of, interest on and other amounts payable under the Senior Loan Documents; (ii) the payment of all of the principal of, interest on and other amounts payable under the Junior Loan Documents, other than by reason of payments which Junior Lender is obligated to remit to Senior Lender pursuant to the terms hereof; (iii) the acquisition by Senior Lender of title to the Property pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale contained in) the Senior Security Instrument; or (iv) the acquisition by Junior Lender of title to the Property pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale contained in) the Junior Security Instrument, but only if such acquisition of title does not violate any of the terms of this Agreement.

12. **Miscellaneous.**

(a) Junior Lender shall, within ten (10) business days following a request from Senior Lender, provide Senior Lender with a written statement setting forth the then current outstanding principal balance of the Junior Loan, the aggregate accrued and unpaid interest under the Junior Loan, and stating whether, to the knowledge of Junior Lender, any default or event of default exists under the Junior Loan, and containing such other information with respect to the Junior Indebtedness as Senior Lender may require. Upon notice from Senior Lender from time to time, Junior Lender shall execute and deliver such additional instruments and documents, and shall take such actions, as are required by Senior Lender in order to further evidence or effectuate the provisions and intent of this Agreement.

(b) Junior Lender shall give Senior Lender a concurrent copy of each notice of a Junior Loan Default or other material notice given by Junior Lender under the Junior Loan Documents.

(c) This Agreement shall bind and inure to the benefit of all successors and assigns of Junior Lender and Senior Lender. Senior Lender may assign its interest in the Senior Loan Documents without notice to or consent of Junior Lender. Junior Lender may only assign its rights and interests hereunder following the prior written consent of Senior Lender, which consent may be withheld or conditioned in its sole and absolute discretion.

(d) Senior Lender hereby consents to the Junior Loan and the Junior Loan Documents; provided, however, that this Agreement does not constitute an approval by Senior Lender of the terms of the Junior Loan Documents. Junior Lender hereby consents to the Senior Loan and the Senior Loan Documents; provided, however, that this Agreement does not constitute an approval by Junior Lender of the terms of the Senior Loan Documents.

(e) This Agreement may be executed in counterpart originals, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.

(f) **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND APPLICABLE UNITED STATES FEDERAL LAW. THE EXCLUSIVE VENUE FOR THIS AGREEMENT SHALL BE MCCULLOCH COUNTY, TEXAS. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, THE UNDERSIGNED HEREBY AGREE THAT THE STATE AND FEDERAL COURTS LOCATED IN MCCULLOCH COUNTY, TEXAS SHALL HAVE EXCLUSIVE JURISDICTION AND VENUE WITH RESPECT TO ALL ACTIONS BROUGHT BY OR AGAINST ANY PARTY UNDER OR PURSUANT TO THIS AGREEMENT AND/OR ANY OF THE OTHER LOAN DOCUMENTS, AND THE UNDERSIGNED HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND TO SERVICE OF PROCESS,**

**EFFECTIVE UPON RECEIPT BY PERSONAL SERVICE.** Time is of the essence in the performance of every covenant and agreement contained in this Agreement.

(g) If any provision or remedy set forth in this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or remedy of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or remedy had never been set forth herein, but only to the extent of such invalidity, illegality or unenforceability.

(h) Each party hereto hereby represents and warrants that this Agreement has been duly authorized, executed and delivered by it and constitutes a legal, valid and binding agreement enforceable in all material respects in accordance with its terms.

(i) No amendment, supplement, modification, waiver or termination of this Agreement shall be effective against any party unless such amendment, supplement, modification, waiver or termination is contained in a writing signed by such party.

(j) No party other than Senior Lender and Junior Lender shall have any rights under, or be deemed a beneficiary of any of the provisions of, this Agreement.

(k) Nothing herein or in any of the Senior Loan Documents or Junior Loan Documents shall be deemed to constitute Senior Lender as a joint venturer or partner of Junior Lender.

*[SIGNATURE PAGE(S) AND EXHIBIT(S),  
IF ANY, FOLLOW THIS PAGE]*

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Subordination and Intercreditor Agreement or caused this Subordination and Intercreditor Agreement to be duly executed and delivered by their respective authorized representatives as of the date first set forth above. The undersigned intend that this instrument shall be deemed to be signed and delivered as a sealed instrument.

**JUNIOR LENDER**

**CITY OF BRADY,**  
a Texas municipal corporation

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

Its: \_\_\_\_\_

STATE OF TEXAS )  
: ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
2019, by \_\_\_\_\_  
of the City of Brady, a Texas municipal corporation,  
on behalf of the City of Brady, a Texas municipal corporation.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## **SENIOR LENDER**

**BONNEVILLE MORTGAGE COMPANY,  
a Utah corporation**

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

**Brent H. Peterson  
President, Multifamily Division**

STATE OF UTAH )  
: SS.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Brent H. Peterson, President, Multifamily Division, Bonneville Mortgage Company, a Utah corporation.

---

## Notary Public

**ACKNOWLEDGED AND AGREED AS OF THE DATE FIRST SET FORTH ABOVE:**

**BORROWER**

**THF BRADY HOUSING, LTD.,**  
a Texas limited partnership

By: THF Brady GP, LLC,  
a Texas limited liability company  
Its: General Partner

By: THF Housing Development Corporation,  
a Texas nonprofit corporation  
Its: Sole Member

By: \_\_\_\_\_  
Mark Mayfield  
Its: President and CEO

STATE OF TEXAS )  
: ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2019, by Mark Mayfield, President and CEO of THF Housing Development Corporation, a Texas nonprofit corporation, Sole Member of THF Brady GP, LLC, a Texas limited liability company, General Partner of THF Brady Housing, Ltd., a Texas limited partnership, on behalf of THF Brady Housing, Ltd., a Texas limited partnership.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

The land referred to herein below is situated in the City of Brady, County of McCulloch, State of Texas and is described as follows:

(See Attached)

# City Council

## City of Brady, Texas

### Agenda Action Form

AGENDA DATE:	05/21/2019	AGENDA ITEM	7.G.
AGENDA SUBJECT:	Discussion, consideration and possible action regarding review of Ordinance 1198 adopted July 19, 2016 relating to curfew		
PREPARED BY:	Tina Keys	Date Submitted:	May 9, 2019
EXHIBITS:	Ordinance 1198		
BUDGETARY IMPACT:	Required Expenditure:	\$0.00	
	Budget Amount Available:	\$0.00	
	Appropriation Required:	\$0.00	
CITY MANAGER APPROVAL:			
SUMMARY:	Per Texas Local Government Code Section 370.002		
<p>Sec. 370.002. REVIEW OF JUVENILE CURFEW ORDER OR ORDINANCE. (a) Before the third anniversary of the date of adoption of a juvenile curfew ordinance by a general-law municipality or a home-rule municipality or an order of a county commissioners court, and every third year thereafter, the governing body of the general-law municipality or home-rule municipality or the commissioners court of the county shall:</p> <ul style="list-style-type: none"> <li>(1) review the ordinance or order's effects on the community and on problems the ordinance or order was intended to remedy;</li> <li>(2) conduct public hearings on the need to continue the ordinance or order; and</li> <li>(3) abolish, continue, or modify the ordinance or order.</li> </ul> <p>(b) Failure to act in accordance with Subsections (a)(1)-(3) shall cause the ordinance or order to expire.</p>			
<b>RECOMMENDED ACTION:</b> <p>Advise staff as desired</p>			

**ORDINANCE NO 1198**

**AN ORDINANCE OF THE CITY OF BRADY, TEXAS ESTABLISHING A CURFEW FOR MINORS UNDER SEVENTEEN (17) YEARS OF AGE TO PROHIBIT BEING IN ANY PUBLIC PLACE FROM 11:00 P.M. ON ANY SUNDAY, MONDAY, TUESDAY, WEDNESDAY, OR THURSDAY UNTIL 6:00 A.M. THE FOLLOWING DAY, AND FROM 12:01 A.M. UNTIL 6:00 A.M. ON ANY SATURDAY OR SUNDAY; PROVIDING AN ENFORCEMENT PROCEDURE; ESTABLISHING CRIMINAL PENALTIES FOR MINORS AND FOR PARENTS OF MINORS AND ADOPTING CERTAIN EXCEPTIONS; PROVIDING FOR REVIEW OF THE EFFECTIVENESS OF THIS ORDINANCE EVERY THREE YEARS FROM AND AFTER ITS EFFECTIVE DATE; REPEALING ANY ORDINANCE IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND DIRECTING THE CITY SECRETARY TO PUBLISH THE CAPTION IN ACCORDANCE WITH THE CITY CHARTER.**

**WHEREAS**, the City Council of the City of Brady finds that during late night hours minors are at a greater risk for victimization or becoming involved in delinquent or criminal behavior; and

**WHEREAS**, the City Council of the City of Brady finds that, as parental control increases, the likelihood of minors being victimized or becoming involved in delinquent or criminal behavior decreases; and

**WHEREAS**, the City Council of the City of Brady finds that the victimization of a minor and/or the involvement of minors in crimes and violent crimes have reached an unacceptable level compelling this City Council to adopt an ordinance of this nature for the public good, safety, and welfare ; and

**WHEREAS**, a curfew would equip law enforcement with a tool for returning minors to their homes, guardians, parents, or custodians; and provide them with a legitimate, legal basis for restricting the activities of their children; and

**WHEREAS**, the City Council of the City of Brady finds and determines that a curfew for those under seventeen years of age will be in the interest of the public health, safety, and general welfare, and will help to attain the foregoing objectives and will continue to diminish the undesirable impact of such conduct on the citizens of the City of Brady.

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

**SECTION 1. FINDINGS.**

The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council of the City of Brady and made a part hereof for all purposes and findings of fact.

**SECTION 2. PURPOSE.**

The purpose of this Ordinance is to protect the welfare of minors by:

1. Reducing the likelihood that minors may be the victims of criminal acts during curfew hours;
2. Reducing the likelihood that minors will become involved in delinquent or criminal behavior during curfew hours; and
3. Aiding parents, guardians, custodians, or other responsible persons in carrying out their responsibility to exercise reasonable supervision of minors entrusted to their care.

### **SECTION 3. DEFINITIONS.**

For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**“CURFEW HOURS”** means:

1. 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday or Thursday until 6:00 a.m. of the following day; and
2. 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday.

**“EMERGENCY”** means:

An unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to a fire, natural disaster, automobile accident or any other situation requiring immediate action to prevent serious bodily injury or loss of life.

**“ESTABLISHMENT”** means:

Any privately-owned place of business operated for a profit to which the public is invited, including but not limited to any place of amusement or entertainment.

**“GUARDIAN”** means:

1. A person who, under court order, is the guardian of the person of a minor; or
2. A public or private agency with whom the minor has been placed by the court.

**“MINOR”** means:

Any person under the age of seventeen (17).

**“OPERATOR”** means:

Any individual, firm, association, partnership or corporation managing or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.

**“PARENT”** means:

1. A person who is the natural parent, adoptive parent or step-parent of another person, or
2. A person who is at least eighteen (18) years of age and authorized by a parent or guardian to have the care and custody of a minor.

**“PUBLIC PLACE” means:**

Any place which the public, or a substantial group of the public has access to and includes, but is not limited to streets, highways and the common use of areas of schools, hospitals, apartment houses, office buildings, transport facilities and shops.

**“REMAIN” means:**

1. Linger or stay; or
2. Fail to leave premises when requested to do so by a police officer or the owner, operator or other person in control of the premises.

**“SERIOUS BODILY INJURY” means:**

Bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement or protracted loss or impairment of the function of any bodily member or organ.

#### **SECTION 4. OFFENSES.**

1. A minor commits an offense if he/she remains in any public place or on the premises of any establishment within the city during curfew hours.
2. A parent or guardian of a minor commits an offense if he/she knowingly permits, or by insufficient control allows, the minor to remain in any public place or on the premises of any establishment within the city during curfew hours.
3. The owner, operator or any employees of an establishment commits an offense if he/she knowingly allows a minor to remain up on the premises of the establishment during curfew hours.

#### **SECTION 5. DEFENSES.**

1. It is a defense to prosecution under Section 5 that the minor was:
  - a) Accompanied by the minor's parent or guardian.
  - b) On an errand at the direction of the minor's parent or guardian, without any detour or stop.
  - c) In a motor vehicle involved in interstate travel.
  - d) Engaged in an employment activity, without a detour or stop.
  - e) Involved in an emergency.
  - f) On the sidewalk abutting the minor's residence or abutting the residence of a next-door neighbor if the neighbor did not complain to the police department about the minor's presence.
  - g) Going to, attending or returning from an official school, religious or other recreational activity supervised by adults and/or sponsored by the city, school district, civic organization or another similar entity that takes responsibility of the minor. Going to or returning home means without any detour or stop from said event.
  - h) Attending a function or event sponsored and supervised by an establishment that prohibits ingress and egress to the establishment during curfew hours

and the management of the establishment has registered the function or event with the city at least 48 hours in advance.

- i) Exercising their First Amendment rights protected by the United States Constitution.
- j) Is married or had been married or had their minor status lawfully removed in accordance with the Texas Family Code, Chapter 31.

2. It is a defense to prosecution under Section 5 that the owner, operator, or employee of an establishment promptly notifies the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

#### **SECTION 6. PENALTIES.**

A person who violates a provision of this Ordinance is guilty of a separate offense for each day or part of a day during which the violation is committed, continued or permitted. Each offense, upon conviction, is punishable by a fine not less than \$25.00, nor more than \$100.00.

When required by the Texas Family Code, Section 51.08, as amended, the municipal court shall waive the original jurisdiction over a minor who violates Section 5.1 of this Ordinance and shall refer the minor to juvenile court.

#### **SECTION 7. REVIEW.**

Pursuant to Section 370.002 of the Texas Local Government Code, City Council shall review this juvenile curfew ordinance every three (3) years from and after the date of passage hereof to determine:

- 1. the effects on the community and on problems the ordinance is intended to remedy;
- 2. to conduct a public hearing on the need to continue the ordinance; and,
- 3. if necessary or appropriate to abolish, continue, or modify this ordinance.

#### **SECTION 8. SEVERABILITY.**

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

**SECTION 9. REPEALER.**

Any ordinance or portion thereof previously adopted by City Council that is found to be in conflict with this ordinance is hereby repealed.

**SECTION 10. EFFECTIVE DATE.**

This Ordinance shall take effect ten (10) days after the City Secretary causes this Ordinance, or its Caption, to be published in the Official Newspaper, as required by Section 3.16 of the City Charter.

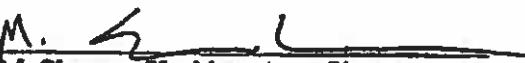
**PASSED AND APPROVED UPON FIRST READING THIS THE 5<sup>th</sup> OF JULY 2016**

**PASSED AND APPROVED UPON SECOND READING THIS THE 19<sup>th</sup> OF JULY 2016**

  
\_\_\_\_\_  
Anthony Geaves, Mayor

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

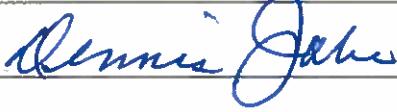
**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
M. Shannon Kackley, Asst. City Attorney  
DENTON NAVARRO ROCHA BERNAL HYDE & ZECH, P.C.

# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	05/21/2019	<b>AGENDA ITEM</b>	7.H.
<b>AGENDA SUBJECT:</b>	Discussion, consideration and possible action regarding a “Personal Day” for City employees		
<b>PREPARED BY:</b>	Tina Keys	<b>Date Submitted:</b>	5/15/2019
<b>EXHIBITS:</b>			
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	\$0.00	
	<b>Budget Amount Available:</b>	\$0.00	
	<b>Appropriation Required:</b>	\$0.00	
<b>CITY MANAGER APPROVAL:</b>			
<b>SUMMARY:</b>	<p>Staff is asking for Council's consideration to approve a paid “personal holiday” to be given to City employees to be used as they see fit, with department head approval. Currently, City employees receive 10 paid holidays. The City also closes offices to the public for “In-service training” work days on Martin Luther King’s Birthday, President’s Day and Columbus Day. Employees are expected to work on these days. (The County currently has 13 paid holidays.)</p>		

#### **RECOMMENDED ACTION:**

Advise staff as desired

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

PAGE: 1

58.33% OF FISCAL YEAR

	CURRENT BUDGET	YEAR TO DATE ACTUAL	% TO DATE	YEAR TO DATE PRIOR YEAR
--	----------------	---------------------	-----------	-------------------------

## BEGINNING FUND BALANCE &amp;

NET WORKING CAPITAL

13,795,211.94 13,795,211.94 13,668,169.01

REVENUES

10 -GENERAL FUND	7,786,868.00	4,703,217.42	60.40	4,965,526.28
20 -ELECTRIC FUND	7,353,410.00	4,019,899.24	54.67	4,244,439.53
30 -WATER / SEWER FUND	3,808,675.00	1,944,491.08	51.05	4,590,409.88
33 -WATER CONSTRUCTION FU	28,700,000.00	28,905,000.00	100.71	0.00
35 -WWTP CONSTRUCTION FUN	14,705,000.00	0.00	0.00	0.00
40 -GAS FUND	1,099,000.00	862,075.20	78.44	969,903.85
50 -UTILITY SUPPORT FUND	660,400.00	400,578.63	60.66	283,553.79
60 -SOLID WASTE FUND	1,208,000.00	699,102.86	57.87	645,682.10
80 -SPECIAL REVENUE FUND	1,551,792.00	282,566.17	18.21	697,179.54
81 -CEMETERY FUND	106,100.00	138,634.15	130.66	0.00
82 -HOTEL/MOTEL FUND	308,400.00	225,089.98	72.99	0.00
83 -SPECIAL PURPOSE FUND	34,700.00	34,477.03	99.36	0.00
TOTAL REVENUES	67,322,345.00	42,215,131.76	62.71	16,396,694.97

EXPENDITURES

10 -GENERAL FUND	8,126,814.00	4,015,190.95	49.41	4,108,009.01
20 -ELECTRIC FUND	7,848,890.00	4,211,198.72	53.65	7,200,384.82
30 -WATER / SEWER FUND	4,546,462.00	1,879,166.77	41.33	1,516,530.21
33 -WATER CONSTRUCTION FU	28,700,000.00	340,537.00	1.19	0.00
35 -WWTP CONSTRUCTION FUN	14,705,000.00	0.00	0.00	0.00
40 -GAS FUND	1,329,180.00	822,754.84	61.90	1,023,713.07
50 -UTILITY SUPPORT FUND	641,033.00	371,465.86	57.95	283,307.87
60 -SOLID WASTE FUND	1,320,928.00	711,352.21	53.85	722,926.24
80 -SPECIAL REVENUE FUND	2,046,586.00	1,099,754.14	53.74	571,589.15
81 -CEMETERY FUND	92,110.00	28,420.11	30.85	0.00
82 -HOTEL/MOTEL FUND	308,400.00	78,995.08	25.61	0.00
83 -SPECIAL PURPOSE FUND	7,000.00	1,494.00	21.34	0.00
TOTAL EXPENDITURES	69,672,403.00	13,560,329.68	19.46	15,426,460.37

REVENUES OVER/(UNDER) EXPENDITURES ( 2,350,058.00) 28,654,802.08 970,234.60

## ENDING FUND BALANCE &amp;

NET WORKING CAPITAL

11,445,153.94 42,450,014.02 14,638,403.61

## RECONCILED OPERATING CASH / TOTAL UTILITY BILLINGS

Eisgril Year 18-19

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

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

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

- View Grid Based on Calendar Year

- View Grid With All Years

[Download to Excel](#)

09/30/2020  

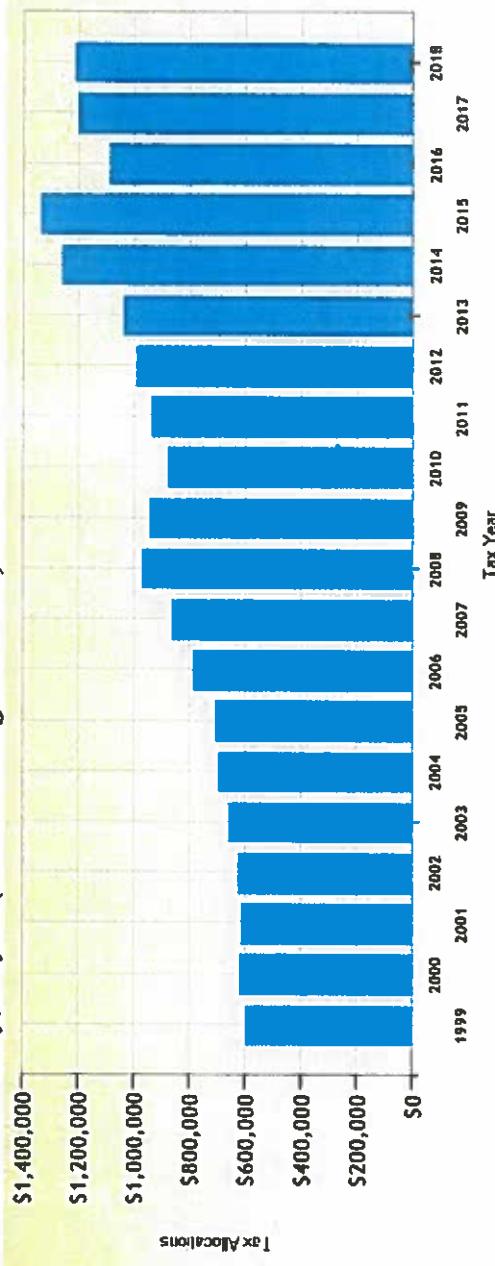
**By Fiscal Year 10/01 - 09/30**

Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2019	\$108,700	\$97,871	\$99,563	\$102,849	\$102,877	\$97,257	\$96,793	\$108,828	\$0	\$0	\$0	\$0	\$814,738
2018	\$101,224	\$103,733	\$112,475	\$107,463	\$108,139	\$94,294	\$88,618	\$106,428	\$105,435	\$94,199	\$103,004	\$98,016	\$1,223,027
2017	\$87,306	\$91,161	\$89,413	\$100,033	\$109,289	\$86,358	\$97,988	\$101,730	\$86,536	\$97,051	\$103,953	\$100,236	\$1,151,056
2016	\$143,834	\$112,101	\$107,933	\$98,515	\$113,278	\$84,869	\$85,238	\$96,257	\$81,982	\$80,944	\$94,673	\$85,349	\$1,184,973
2015	\$113,438	\$115,026	\$128,575	\$118,282	\$127,008	\$90,659	\$99,414	\$119,166	\$107,160	\$99,436	\$107,394	\$106,966	\$1,332,523
2014	\$86,905	\$90,223	\$83,575	\$87,608	\$114,999	\$83,194	\$86,383	\$103,052	\$119,190	\$96,615	\$101,343	\$109,279	\$1,162,366
2013	\$81,575	\$84,095	\$78,857	\$88,594	\$108,399	\$69,954	\$76,038	\$92,661	\$84,448	\$82,176	\$91,353	\$87,852	\$1,026,002
2012	\$76,182	\$79,173	\$73,628	\$81,661	\$100,901	\$64,794	\$79,473	\$88,392	\$76,641	\$60,890	\$87,159	\$105,230	\$974,124
2011	\$78,998	\$93,104	\$65,476	\$83,507	\$93,553	\$70,399	\$72,121	\$81,841	\$76,174	\$71,819	\$84,522	\$71,003	\$942,918
2010	\$70,849	\$72,537	\$66,287	\$69,364	\$86,286	\$70,868	\$54,779	\$73,192	\$69,685	\$64,455	\$93,443	\$58,872	\$850,618

1 2 3 4 >

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

Page 3 of 6



## MOTEL OCCUPANCY TAX

### FY 2019 Quarter Totals

	Due	Total
1st Quarter FY 19 (October - December 2018)	- January 31, 2019	\$51,864.39
2nd Quarter FY 19 (January - March 2019)	- April 30, 2019	\$43,429.10
3rd Quarter FY 19 (April - June 2019)	- July 31, 2019	\$0.00
4th Quarter FY 19 (July - September 2019)	- October 31, 2019	\$0.00

### FY 2019 Summary Collections

	Taxable Receipts	Tax @ 7%	1% Discount -	Net Tax
	Penalties		Penalties	
Holiday Inn Express - 2320 S Bridge 597-1800	\$669,332.96	\$46,853.31	\$468.53	\$46,384.77
Best Western - 2200 S. Bridge 597-3997	\$429,397.61	\$30,057.83	\$300.58	\$29,757.25
Sunset Inn - 2108 S. Bridge 597-0789	\$91,400.11	\$6,398.01	\$63.98	\$6,334.03
Gold Key Inn - 2021 S Bridge 597-2185	\$135,184.44	\$9,462.91	\$94.63	\$9,368.28
Brady Motel - 603 W. Commerce 597-2442	\$19,809.00	\$1,386.63	\$13.86	\$1,372.77
Harper Family Venture	\$1,358.00	\$95.06	(\$50.00)	\$145.06
Trucountry Inn - 202 W.Main 800-371-4121	\$27,524.48	\$1,949.54	\$19.19	\$1,931.32
	<u>\$1,374,006.60</u>	<u>\$96,203.29</u>	<u>\$910.76</u>	<u>\$95,293.49</u>

FY 2019 Grants	Commitment	YTD Distributions	Payment Date
<b>MuniServices Fees</b>			
Chamber of Commerce	\$234,500.00	\$75,000.00	Monthly thru 2/01/19
Civic Center - furniture		\$1,017.90	1/17/2019
TruCountry	\$1,000.00	\$1,000.00	11/15/2018
Annual Hotel Administrative Fee & Audit MuniServices	<u>\$1,977.18</u>	<u>\$1,977.18</u>	11/30/2018
<b>YTD Total</b>	<b>\$237,477.18</b>	<b>\$78,995.08</b>	
<b>2019 Budget</b>	<b>\$308,400.00</b>		

### HISTORICAL COLLECTION / PAYOUT HISTORY

	2018	2017	2016	2015	2014
<b>% CHANGE</b>	-11.45%	40.91%	-12.54%	4.17%	19.35%
<b>COLLECTONS</b>	\$257,726.63	\$291,037.90	\$206,535.69	\$236,148.85	\$226,685.90
<b>GRANTS</b>	(\$231,338.43)	(\$219,786.14)	(\$224,778.00)	(\$185,750.00)	(\$226,685.90)
<b>FUND BALANCE</b>	<u>129,796.50</u>	<u>103,408.30</u>	<u>32,156.54</u>	<u>50,398.85</u>	<u>0.00</u>

---

**CITY OF BRADY  
CITY COUNCIL CORRESPONDENCE**

---

**TO:** **MAYOR AND COUNCIL**

**FROM:** **FINANCE / UTILITY DEPARTMENTS**

**SUBJECT:** **MONTHLY CUSTOMER SERVICE REPORT**

**DATE:** **April 30, 2019**

---

SERVICES	FISCAL YEAR 2019											
	October	November	December	January	February	March	April	May	June	July	August	September
Received Phone Calls	863	919	840	955	954	922	1007					
Returned Calls	36	61	46	64	69	46	57					
Residential Apps	29	37	33	33	42	33	32					
Commercial Apps	0	1	3	2	0	1	12					
Service Orders	159	188	228	210	193	186	218					
Utility Onsite Payments	1280	1284	1189	1221	1138	1190	1160					
Utility Mail Payments	655	693	643	803	668	745	690					
Utility Online Payments	515	503	497	494	450	507	499					
Utility Draft Payments	467	466	471	475	470	469	467					

SERVICE ORDER REPORT FY 18-19

TOTALS BY JOB CODE		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
BTP	- BULK TRASH PICKUP	0	0	0	1	0	0							1
CC	- BRUSH CHIPPING	0	0	1	0	1	0							2
CHG	- SERVICE CHANGE	1	2	2	2	5	4							16
CON	- CONNECT SERVICE	21	22	19	31	25	34							152
DEMO	- DEMILITION (New Code Added)				0	1	0							
DIS	- DISCONNECT SERVICE	29	26	23	25	45	29							177
DMP	- DUMPSTER SERVICE CHANG	3	4	0	1	4	1							13
EOUT	- ELECTRIC OUTAGE	5	2	6	2	2	0							17
FD	- FORCED DISCONNECT	24	26	28	23	24	29							154
GL	- GAS LEAK	4	5	6	2	2	2							21
GOUT	- GAS OUTAGE	1	0	0	0	0	0							1
MCE	- ELECTRIC METER CHANGEOUT	4	3	5	0	0	3							15
MCG	- GAS METER CHANGEOUT	2	3	5	2	4	2							18
MCW	- WATER METER CHANGEOUT	4	4	7	10	4	6							35
MISC	- MISCELLANEOUS	20	14	17	22	13	17							103
NONCO	- NON COMPLIANCE CODE	0	0	0	1	0	1							2
NONPAY	- DISCONNECT FOR NON PAY	28	20	17	21	32	21							139
PH	- STREET POTHOLEs	4	6	1	2	0	1							14
PL	- PILOT LIGHT ON/OFF	7	4	1	0	1	2							15
PLY	- POLYCART SVC CHANGE	11	20	19	17	19	24							110
PULL	- PULL METER	5	9	6	15	1	5							41
RC	- CHECK READ	34	30	42	35	28	20							189
REINS	- REINSTATEMENT OF SERVICE	23	11	13	16	16	13							92
SBU	- SEWER BACK UP	0	3	0	1	2	2							8
SC	- STREET CUTS FOR TAPS	0	0	0	0	0	0							0
SL	- SECURITY LIGHTS REPAIR	4	2	2	3	3	5							19
TT	- TREE TRIMMING	1	0	2	1	1	0							5
WL	- WATER LEAK	7	14	13	6	8	13							61
WOUT	- WATER OUTAGE	0	0	0	0	2	0							2
TOTAL ALL CODES		242	230	235	239	243	234	0	0	0	0	0	0	1422

**BNB/Brady VFD Maintenance Fund**

Date	Payee	Description	Amt	Ck #	Recurring Payment	Other Comments
Apr. - 19 4/1/2019	CTTC Tx Comm. City of Brady	Tower Lease in Lohn Services Deposit	25.00 688.56 1,912.50	Auto WD 235	X	Lease for Use of Tower for Radio Transmissions Payment for Services/Coast/Adapters/Travel
4/11/2019					X	
4/5/2019					*	

# April 2019 Tourism Report

## Activity Summary

Filled 397 visitors guide requests through Texas Highways and Tour Texas, and to visitors centers across the state.

Taylor attended the TTIA Travel Counselor's Conference, where he promoted Brady to 100 travel counselors from across the state.

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

Running the following collateral in Hill Country Happenings.

*Follow your heart...* **BRADY**

*... to the true heart of Texas.*

FOR MORE INFORMATION VISIT  
[WWW.BRADYTX.COM](http://WWW.BRADYTX.COM)  
325.597.3491

June 8  
Farm to Table  
Dinner

June 14-15  
Smoke on the Hill  
Cookoff

July 6  
93rd Annual July  
Jubilee Celebration

Aug. 30-Sept. 1  
46th Annual World  
Championship BBQ  
Cookoff

October 5-6  
5th Annual  
Hugtoberfest

**BRADY**  
THE HEART OF TEXAS

Brady Municipal Golf Course  
Monthly Report

Item	FY 2018		FY 2019		Oct		Nov		Dec		Jan		Feb		Mar		April		May		June		July		August		Sept		Totals	
	Item	Amount	Item	Amount	Item	Amount	Item	Amount	Item	Amount	Item	Amount	Item	Amount	Item	Amount	Item	Amount	Item	Amount	Item	Amount	Item	Amount	Item	Amount	Item	Amount	Item	Amount
Rounds	1358	592		103	94	33	49	58	102	153																			532	
Green fees	\$18,929.47	\$ 4,076.00		\$1,407.70	\$1,490.00	\$543.00	\$635.00	\$834.00	\$1,742.50	\$1,858.00																			\$ 8,510.20	
Membership Round	2895	1,689		238	233	143	197	287	250	341																			1689	
Student Rounds	60	27		7	2	4	4	2	2	8																			27	
Total Rounds	4313	2,308		348	329	178	250	347	354	502																		2308		
Trail Fee	56	20		2	5	2	0	2	2	7																			20	
Trail Fee Revenue	\$217.00	\$ 32.50		\$8.00	\$16.50	\$8.00	\$0.00	\$8.00	\$28.00	\$8.00																		\$ 76.50		
Cart Rentals	829	397		50	60	32	41	47	66	101																		397		
Cart Revenue	\$13,293.75	\$ 6,015.00		\$815.00	\$800.00	\$400.00	\$512.50	\$725.00	\$1,025.00	\$1,737.50																		\$ 6,015.00		
Cart Shed Rental	\$15,567.50	\$ 12,287.50		\$11,637.50	\$10,000.00	\$125.00	\$137.50	\$100.00	\$125.00	\$137.50																		\$ 12,287.50		
Vending Revenue	\$12,480.39	\$ 5,018.31		\$517.28	\$516.91	\$186.38	\$326.70	\$658.45	\$1,106.23	\$1,706.36																		\$ 5,018.31		
Memberships	233	168		35	20	22	24	17	21	29																		168		
Membership Fee:	\$31,090.62	\$ 21,164.00		\$9,655.00	\$2,565.00	\$1,470.00	\$2,500.00	\$1,632.00	\$1,405.00	\$1,937.00																		\$ 21,164.00		
Driving Range	433	181		4	26	5	24	28	24	64																		181		
Range Revenue	\$1,910.28	\$ 744.00		\$19.00	\$98.00	\$23.00	\$100.00	\$124.00	\$260.00	\$120.00																	\$ 744.00			
Misc.	\$10,078.70	0																										0		
Total Revenue	\$103,587.71	\$ 53,815.51		\$24,059.48	\$5,588.41	\$2,755.38	\$4,211.70	\$4,081.45	\$5,641.73	\$7,479.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53,815.51				

None of the above figures included sales tax

Trail fees were eliminated with the increase in cart shed rentals beginning in January. Only charged to individuals who bring their own cart and do not rent a shed at the Golf Course

Joint Funding Agreement with the Brady Golf Association for the Irrigation system began Oct 1, 2008. The final payment was made October 2017

\$0.00 variance

Item	FY 2016	FY 2017
Rounds	1462	2311
Green Fees	\$18,369.14	\$16,137.00
Membership Rd	2625	3678
Student Rounds	242	226
Total Rounds	4329	6215
Trail Fee	360	26
Trail Fee Revenue	\$208.00	\$104.00
Cart Rentals	943	636
Cart Revenue	\$16,670.64	\$10,017.76
Cart Shed Rent	\$10,714.53	\$16,165.50
Vending Revenue	\$16,290.04	\$15,126.94
Memberships	305	278
Membership Fe	\$30,321.10	\$35,825.00
Driving Range	298	296
Range Revenue	\$1,296.00	\$1,185.00
Misc.	\$16,035.37	\$31,109.30
Total Revenue	\$109,904.82	\$125,670.50

\$53,815.51

Brady Municipal Golf Course  
Monthly Report

Item	FY 19														
	FY 2018	FY 2019	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	August	Sept	Totals
Rounds	1358	592	103	94	33	49	58	102	153						592
Green Fees	\$18,929.47	\$ 4,076.00	\$1,407.70	\$1,490.00	\$543.00	\$635.00	\$834.00	\$1,742.50	\$1,858.00						\$ 8,510.20
Membership Rds	2895	1,689	238	233	143	197	287	250	341						1689
Student Rounds	60	27	7	2	4	2	2	2	8						27
Total Rounds	4313	2,308	348	329	178	250	347	354	502						2308
Trail Fee	56	20	2	5	2	0	2	7	2						20
Trail Fee Revenue	\$217.00	\$ 32.50	\$8.00	\$16.50	\$8.00	\$0.00	\$8.00	\$28.00	\$8.00						\$ 76.50
Cart Rentals	829	397	50	60	32	41	47	66	101						397
Cart Revenue	\$13,293.75	\$ 6,015.00	\$815.00	\$800.00	\$400.00	\$512.50	\$725.00	\$1,025.00	\$1,737.50						\$ 6,015.00
Cart Shed Rental	\$15,567.50	\$ 12,287.50	\$11,637.50	\$100.00	\$125.00	\$137.50	\$100.00	\$75.00	\$112.50						\$ 12,287.50
Vending Revenue	\$12,480.39	\$ 5,018.31	\$517.28	\$516.91	\$186.38	\$326.70	\$658.45	\$1,106.23	\$1,706.36						\$ 5,018.31
Memberships	233	168	35	20	22	24	17	21	29						168
Membership Fee	\$31,090.62	\$ 21,164.00	\$9,655.00	\$2,565.00	\$1,470.00	\$2,500.00	\$1,632.00	\$1,405.00	\$1,937.00						\$ 21,164.00
Driving Range	433	181	4	26	5	24	28	30	64						181
Range Revenue	\$1,910.28	\$ 744.00	\$19.00	\$98.90	\$23.90	\$100.00	\$124.00	\$260.00	\$120.00						\$ 744.00
Misc.	\$10,078.70	0													0
<b>Total Revenue</b>	<b>\$103,567.71</b>	<b>\$ 53,815.51</b>	<b>\$24,059.48</b>	<b>\$5,586.41</b>	<b>\$4,211.70</b>	<b>\$2,755.38</b>	<b>\$4,211.70</b>	<b>\$5,681.45</b>	<b>\$5,641.73</b>	<b>\$7,479.36</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$53,815.51</b>

None of the above figures included sales tax

Trail fees were eliminated with the increase in cart shed rentals beginning in January. Only charged to individuals who bring their own cart and do not rent a shed at the Golf Course

Joint Funding Agreement with the Brady Golf Association for the irrigation system began Oct 1, 2008. The final payment was made October 2017

Item	FY 2016	FY 2017
Rounds	1462	2311
Green Fees	\$18,369.14	\$16,137.00
Membership Rds	2625	3678
Student Rounds	242	226
Total Rounds	4329	6215
Trail Fee	360	26
Trail Fee Revenue	\$208.00	\$104.00
Cart Rentals	943	636
Cart Revenue	\$16,670.64	\$10,017.76
Cart Shed Rent	\$10,714.53	\$16,165.50
Vending Revenue	\$16,290.04	\$15,126.94
Memberships	305	278
Membership Fee	\$30,321.10	\$35,825.00
Driving Range	298	296
Range Revenue	\$1,296.00	\$1,185.00
Misc.	\$16,035.37	\$31,109.30
<b>Total Revenue</b>	<b>\$109,904.82</b>	<b>\$125,670.50</b>

\$53,815.51

\$0.00 variance

Brady Municipal Golf Course  
Monthly Report

Item	FY 2018	FY 19											Totals
		Sept	August	July	June	May	April	Mar	Feb	Jan	Dec	Nov	
Rounds	1358	592	103	94	33	49	58	102	153				592
Green Fees	\$18,929.47	\$ 4,076.00	\$1,407.70	\$1,490.00	\$543.00	\$635.00	\$834.00	\$1,742.50	\$1,858.00				\$ 8,510.20
Membership Rnd	2895	1,689	238	233	143	197	287	250	341				1689
Student Rounds	60	27	7	2	4	2	2	2	8				27
Total Rounds	4313	2,308	348	329	178	250	347	354	502				2308
Trail Fee	56	20	2	5	2	0	2	7	7				20
Trail Fee Revenue	\$217.00	\$ 32.50	\$8.00	\$16.50	\$8.00	\$0.00	\$8.00	\$28.00	\$8.00				\$ 76.50
Cart Rentals	829	397	50	60	32	41	47	66	101				397
Cart Revenue	\$13,293.75	\$ 6,015.00	\$815.00	\$800.00	\$400.00	\$512.50	\$725.00	\$1,025.00	\$1,737.50				\$ 6,015.00
Cart Shed Rental	\$15,567.50	\$ 12,287.50	\$11,637.50	\$100.00	\$125.00	\$137.50	\$100.00	\$75.00	\$112.50				\$ 12,287.50
Vending Revenue	\$12,480.39	\$ 5,018.31	\$517.28	\$516.91	\$186.38	\$326.70	\$658.45	\$1,106.23	\$1,706.36				\$ 5,018.31
Memberships	233	168	35	20	22	24	17	21	29				168
Membership Fee	\$31,090.62	\$ 21,164.00	\$9,655.00	\$2,565.00	\$1,470.00	\$2,500.00	\$1,632.00	\$1,405.00	\$1,937.00				\$ 21,164.00
Driving Range	433	181	4	26	5	24	28	64	30				181
Range Revenue	\$1,910.28	\$ 744.00	\$19.00	\$98.00	\$23.00	\$100.00	\$124.00	\$260.00	\$120.00				\$ 744.00
Misc.	\$10,078.70	0											0
Total Revenue	\$103,567.71	\$ 53,815.51	\$24,059.48	\$5,586.41	\$2,755.38	\$4,211.70	\$4,081.45	\$5,641.73	\$7,475.36	\$0.00	\$0.00	\$0.00	\$53,815.51

None of the above figures included sales tax

Trail fees were eliminated with the increase in cart shed rentals beginning in January. Only charged to individuals who bring their own cart and do not rent a shed at the Golf Course

Joint Funding Agreement with the Brady Golf Association for the irrigation system began Oct 1, 2008. The final payment was made October 2017

Item	FY 2016	FY 2017
Rounds	1462	2311
Green Fees	\$18,369.14	\$16,137.00
Membership Rnd	2625	3678
Student Round	242	226
Total Rounds	4329	6215
Trail Fee	360	26
Trail Fee Revenue	\$208.00	\$104.00
Cart Rentals	943	636
Cart Revenue	\$16,670.64	\$10,017.76
Cart Shed Rent	\$10,714.53	\$16,165.50
Vending Revenue	\$16,290.04	\$15,126.94
Memberships	305	278
Membership Fe	\$30,321.10	\$35,825.00
Driving Range	298	296
Range Revenue	\$1,296.00	\$1,185.00
Misc.	\$16,035.37	\$31,109.30
Total Revenue	\$109,904.82	\$125,670.50

\$53,815.51

\$0.00 variance

Brady Municipal Golf Course  
Monthly Report

Item	FY 2018		FY 2019		Oct		Nov		Dec		Jan		Feb		Mar		April		May		June		July		August		Sept		Totals	
	Rounds	FY 19	Rounds	FY 19	Oct	FY 19	Nov	FY 19	Dec	FY 19	Jan	FY 19	Feb	FY 19	Mar	FY 19	April	FY 19	May	FY 19	June	FY 19	July	FY 19	August	FY 19	Sept	FY 19	Totals	
Green Fees	\$18,929.47	\$ 4,076.00			\$1,407.70	\$ 1,407.70			\$1,490.00	\$ 543.00	\$635.00	\$834.00	\$1,742.50	\$1,858.00															\$ 8,510.20	
Membership Roun	2895	1,689			238	233			143	197	287	250																1689		
Student Rounds	60	27			7	2			2	4	2	2																27		
Total Rounds	4313	2,308			348	329			178	250	347	354	502															2308		
Cart Fee	56	20			2	5			0	0	2	0	2	7	2													20		
Cart Fee Revenue	\$217.00	\$ 32.50			\$8.00	\$16.50			\$8.00	\$58.00	\$50.00	\$58.00	\$28.00	\$8.00														\$ 76.50		
Cart Rentals	829	397			50	60			32	41	47	66	101															397		
Cart Revenue	\$13,293.75	\$ 6,015.00			\$815.00	\$800.00			\$800.00	\$400.00	\$512.50	\$725.00	\$1,025.00	\$1,737.50															\$ 6,015.00	
Cart Shed Rental	\$15,567.50	\$ 12,287.50			\$11,637.50	\$100.00			\$125.00	\$125.00	\$137.50	\$100.00	\$75.00	\$112.50															\$ 12,287.50	
Vending Revenue	\$12,480.39	\$ 5,018.31			\$517.28	\$516.91			\$186.38	\$326.70	\$658.45	\$1,106.23	\$1,706.36																\$ 5,018.31	
Memberships	233	168			35	20			22	24	17	21	29															168		
Membership Fee	\$31,090.62	\$ 21,164.00			\$9,655.00	\$2,565.00			\$1,470.00	\$2,500.00	\$1,632.00	\$1,405.00	\$1,937.00															\$ 21,164.00		
Driving Range	433	181			4	26			5	24	28	28	64	30													181			
Range Revenue	\$1,910.28	\$ 744.00			\$19.00	\$98.00			\$23.00	\$100.00	\$124.00	\$126.00	\$120.00															\$ 744.00		
Misc.	\$10,078.70	0																									0			
Total Revenue	\$103,567.71	\$ 53,815.51			\$24,059.48	\$5,586.41			\$2,755.38	\$4,211.70	\$4,081.45	\$5,641.73	\$7,479.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53,815.51			

None of the above figures included sales tax

Cart fees were eliminated with the increase in cart shed rentals beginning in January. Only charged to individuals who bring their own cart and do not rent a shed at the Golf Course

Joint Funding Agreement with the Brady Golf Association for the irrigation system began Oct 1, 2008. The final payment was made October 2017

\$0.00 variance

Item	FY 2016	FY 2017
Rounds	1462	2311
Green Fees	\$18,369.14	\$16,137.00
Membership Roun	2625	3678
Student Rounds	242	226
Total Rounds	4329	6215
Cart Fee	360	26
Cart Fee Revenue	\$208.00	\$104.00
Cart Rentals	943	636
Cart Revenue	\$16,670.64	\$10,017.76
Cart Shed Rent	\$10,714.53	\$16,165.50
Vending Revenue	\$16,290.04	\$15,126.94
Memberships	305	278
Membership Fee	\$30,321.10	\$35,825.00
Driving Range	298	296
Range Revenue	\$1,296.00	\$1,185.00
Misc..	\$16,035.37	\$31,109.30
Total Revenue	\$109,904.82	\$125,670.50

\$53,815.51

Brady Municipal Golf Course  
Monthly Report

Item	FY 19														
	FY 2018	FY 2019	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	August	Sept	Totals
Rounds	1358	592	103	94	33	49	58	102	153						592
Green Fees	\$18,929.47	\$ 4,076.00	\$1,407.70	\$1,490.00	\$543.00	\$635.00	\$834.00	\$1,742.50	\$1,858.00						\$ 8,510.20
Membership Round	2895	1,689	238	233	143	197	287	250	341						1689
Student Rounds	60	27	7	2	4	2	2	2	8						27
Total Rounds	4313	2,308	348	329	178	250	347	354	502						2308
Trail Fee	56	20	2	5	2	0	2	7	2						20
Trail Fee Revenue	\$217.00	\$ 32.50	\$8.00	\$16.50	\$8.00	\$0.00	\$8.00	\$28.00	\$8.00						\$ 76.50
Cart Rentals	829	397	50	60	32	41	47	66	101						397
Cart Revenue	\$13,293.75	\$ 6,015.00	\$815.00	\$800.00	\$400.00	\$512.50	\$725.00	\$1,025.00	\$1,737.50						\$ 6,015.00
Cart Shed Rental	\$15,567.50	\$ 12,287.50	\$11,637.50	\$100.00	\$125.00	\$137.50	\$100.00	\$75.00	\$112.50						\$ 12,287.50
Vending Revenue	\$12,480.39	\$ 5,018.31	\$517.28	\$516.91	\$186.38	\$326.70	\$658.45	\$1,106.23	\$1,706.36						\$ 5,018.31
Memberships	233	168	35	20	22	24	17	21	29						168
Membership Fee	\$31,090.62	\$ 21,164.00	\$9,655.00	\$2,565.00	\$1,470.00	\$2,500.00	\$1,632.00	\$1,405.00	\$1,937.00						\$ 21,164.00
Driving Range	433	181	4	26	5	24	28	64	30						181
Range Revenue	\$1,910.28	\$ 744.00	\$19.00	\$98.00	\$23.00	\$100.00	\$124.00	\$260.00	\$120.00						\$ 744.00
Misc.	\$10,078.70	0													0
Total Revenue	\$103,567.71	\$ 53,815.51	\$24,059.48	\$5,586.41	\$2,755.38	\$4,211.70	\$4,081.45	\$5,641.73	\$7,475.36	\$0.00	\$0.00	\$0.00	\$0.00		\$53,815.51

None of the above figures included sales tax

Trail fees were eliminated with the increase in cart shed rentals beginning in January. Only charged to individuals who bring their own cart and do not rent a shed at the Golf Course

Joint Funding Agreement with the Brady Golf Association for the irrigation system began Oct 1, 2008. The final payment was made October 2017

Item	FY 2016	FY 2017
Rounds	1462	2311
Green Fees	\$18,369.14	\$16,137.00
Membership Round	2625	3678
Student Rounds	242	226
Total Rounds	4329	6215
Trail Fee	360	26
Trail Fee Revenue	\$208.00	\$104.00
Cart Rentals	943	636
Cart Revenue	\$16,670.64	\$10,017.76
Cart Shed Rent	\$10,714.53	\$16,165.50
Vending Revenue	\$16,290.04	\$15,126.94
Memberships	305	278
Membership Fee	\$30,321.10	\$35,825.00
Driving Range	298	296
Range Revenue	\$1,296.00	\$1,185.00
Misc.	\$16,035.37	\$31,109.30
Total Revenue	\$109,904.82	\$125,670.50

\$53,815.51

\$0.00 variance

Brady Municipal Golf Course  
Monthly Report

Item	FY 2018		FY 2019		Oct		Nov		Dec		Jan		Feb		Mar		April		May		June		July		August		Sept		Totals	
Rounds	1358	592	103	94	33	49	58	102	153																				592	
Green Fees	\$18,929.47	\$ 4,076.00	\$1,407.70	\$1,490.00	\$543.00	\$635.00	\$834.00	\$1,742.50	\$1,858.00																			\$ 8,510.20		
Membership Rcv	2895	1,689	238	233	143	197	287	250	341																			1689		
Student Rounds	60	27	7	2	2	4	2	2	8																			27		
Total Rounds	4313	2,308	348	329	178	250	347	347	502																			2308		
Cart Fee	56	20	2	5	2	0	0	2	2																			20		
Cart Fee Revenue	\$217.00	\$ 32.50	\$8.00	\$16.50	\$8.00	\$0.00	\$0.00	\$0.00	\$0.00																		\$ 76.50			
Cart Rentals	829	397	50	60	32	41	47	66	101																		397			
Cart Revenue	\$13,293.75	\$ 6,015.00	\$815.00	\$800.00	\$400.00	\$512.50	\$725.00	\$1,025.00	\$1,737.50																		\$ 6,015.00			
Cart Shed Rental	\$15,567.50	\$ 12,287.50	\$11,637.50	\$10,000.00	\$125.00	\$137.50	\$100.00	\$137.50	\$112.50																			\$ 12,287.50		
Vending Revenue	\$12,480.39	\$ 5,018.31	\$517.28	\$516.91	\$186.91	\$326.70	\$658.45	\$1,106.23	\$1,706.36																		\$ 5,018.31			
Memberships	233	168	35	20	22	24	17	21	29																		168			
Membership Fee	\$31,090.62	\$ 21,164.00	\$9,655.00	\$2,565.00	\$1,470.00	\$2,500.00	\$1,632.00	\$1,405.00	\$1,937.00																		\$ 21,164.00			
Driving Range	433	181	4	26	5	24	28	24	30																		181			
Range Revenue	\$1,910.28	\$ 744.00	\$19.00	\$98.00	\$23.00	\$100.00	\$124.00	\$260.00	\$120.00																	\$ 744.00				
Misc.	\$10,078.70	0																									0			
<b>Total Revenue</b>	<b>\$103,567.71</b>	<b>\$ 53,815.51</b>	<b>\$24,059.48</b>	<b>\$5,586.41</b>	<b>\$2,755.38</b>	<b>\$4,211.70</b>	<b>\$4,081.45</b>	<b>\$5,641.73</b>	<b>\$7,479.36</b>	<b>\$0.00</b>	<b>\$53,815.51</b>																			

None of the above figures included sales tax

Cart fees were eliminated with the increase in cart shed rentals beginning in January. Only charged to individuals who bring their own cart and do not rent a shed at the Golf Course

Joint Funding Agreement with the Brady Golf Association for the irrigation system began Oct 1, 2008. The final payment was made October 2017

Item	FY 2016	FY 2017
Rounds	1462	2311
Green Fees	\$18,369.14	\$16,137.00
Membership Rcv	2625	3678
Student Rounds	242	226
Total Rounds	4329	6215
Cart Fee	360	26
Cart Fee Revenue	\$208.00	\$104.00
Cart Rentals	943	636
Cart Revenue	\$16,670.64	\$10,017.76
Cart Shed Rent	\$10,714.53	\$16,165.50
Vending Revenue	\$16,290.04	\$15,126.94
Memberships	305	278
Membership Fe	\$30,321.10	\$35,825.00
Driving Range	298	296
Range Revenue	\$1,296.00	\$1,185.00
Misc.	\$16,035.37	\$31,109.30
<b>Total Revenue</b>	<b>\$109,904.82</b>	<b>\$125,670.50</b>

\$53,815.51

\$0.00 variance

**Brady Municipal Golf Course**  
**Monthly Report**

Item	FY 19											Totals		
	FY 2018	FY 2019	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	August	Sept
<b>Rounds</b>	1358	592	103	94	33	49	58	102	153					592
<b>Green Fees</b>	\$18,929.47	\$ 4,076.00	\$1,407.70	\$1,490.00	\$543.00	\$635.00	\$834.00	\$1,742.50	\$1,858.00					\$ 8,510.20
<b>Membership Rnd</b>	2895	1,689	238	233	143	197	287	250	341					1689
<b>Student Rounds</b>	60	27	7	2	2	4	2	2	8					27
<b>Total Rounds</b>	4313	2,308	348	329	178	250	347	354	502					2308
<b>Cart Fee</b>	56	20	2	5	2	0	2	7	2					20
<b>Cart Fee Revenue</b>	\$217.00	\$ 32.50	\$8.00	\$16.50	\$8.00	\$0.00	\$8.00	\$28.00	\$8.00					\$ 76.50
<b>Cart Rentals</b>	829	397	50	60	32	41	47	66	101					397
<b>Cart Revenue</b>	\$13,293.75	\$ 6,015.00	\$815.00	\$800.00	\$400.00	\$512.50	\$725.00	\$1,025.00	\$1,737.50					\$ 6,015.00
<b>Cart Shed Rental</b>	\$15,567.50	\$ 12,287.50	\$11,637.50	\$100.00	\$125.00	\$137.50	\$100.00	\$75.00	\$112.50					\$ 12,287.50
<b>Vending Revenue</b>	\$12,480.39	\$ 5,018.31	\$517.28	\$516.91	\$186.38	\$326.70	\$658.45	\$1,106.23	\$1,706.36					\$ 5,018.31
<b>Memberships</b>	233	168	35	20	22	24	17	21	29					168
<b>Membership Fee</b>	\$31,090.62	\$ 21,164.00	\$9,655.00	\$2,565.00	\$1,470.00	\$2,500.00	\$1,632.00	\$1,405.00	\$1,937.00					\$ 21,164.00
<b>Driving Range</b>	433	181	4	26	5	24	28	64	30					181
<b>Range Revenue</b>	\$1,910.28	\$ 744.00	\$19.00	\$98.00	\$23.00	\$100.00	\$124.00	\$260.00	\$120.00					\$ 744.00
<b>Misc.</b>	\$10,078.70	0												0
<b>Total Revenue</b>	\$103,567.71	\$ 53,815.51	\$24,059.48	\$5,586.41	\$2,755.38	\$4,211.70	\$4,081.45	\$5,641.73	\$7,479.36	\$0.00	\$0.00	\$0.00	\$0.00	\$53,815.51

None of the above figures included sales tax

Cart fees were eliminated with the increase in cart shed rentals beginning in January. Only charged to individuals who bring their own cart and do not rent a shed at the Golf Course

Joint Funding Agreement with the Brady Golf Association for the irrigation system began Oct 1, 2008. The final payment was made October 2017

Item	FY 2016	FY 2017
<b>Rounds</b>	1462	2311
<b>Green Fees</b>	\$18,369.14	\$16,137.00
<b>Membership Rnd</b>	2625	3678
<b>Student Rounds</b>	242	226
<b>Total Rounds</b>	4329	6215
<b>Cart Fee</b>	360	26
<b>Cart Fee Revenue</b>	\$208.00	\$104.00
<b>Cart Rentals</b>	943	636
<b>Cart Revenue</b>	\$16,670.64	\$10,017.76
<b>Cart Shed Rent</b>	\$10,714.53	\$16,165.50
<b>Vending Revenue</b>	\$16,290.04	\$15,126.94
<b>Memberships</b>	305	278
<b>Membership Fee</b>	\$30,321.10	\$35,825.00
<b>Driving Range</b>	298	296
<b>Range Revenue</b>	\$1,296.00	\$1,185.00
<b>Misc.</b>	\$16,035.37	\$31,109.30
<b>Total Revenue</b>	\$109,904.82	\$125,670.50

\$53,815.51

\$0.00

Brady Municipal Golf Course  
Monthly Report

Item	FY 2018		FY 2019		Oct		Nov		Dec		Jan		Feb		Mar		April		May		June		July		August		Sept		Totals	
	Item	Amount	Item	Amount	Item	Amount	Item	Amount	Item	Amount	Item	Amount	Item	Amount	Item	Amount	Item	Amount	Item	Amount	Item	Amount	Item	Amount	Item	Amount	Item	Amount	Item	Amount
Rounds	1358	592		103	94		33	49		58		102		153																592
Green Fees	\$18,929.47	\$ 4,076.00		\$1,407.70		\$1,450.00		\$543.00		\$635.00		\$834.00		\$1,742.50		\$1,858.00														\$ 8,510.20
Membership Roun	2895	1,689		238		233		143		197		287		250		341														1689
Student Rounds	60	27		7		2		4		2		2		2		8														27
Total Rounds	4313	2,308		348		329		178		250		347		347		354		502											2308	
Trail Fee	56	20		2		5		2		0		2		2		7		7		7		7							20	
Trail Fee Revenue	\$217.00	\$ 32.50		\$8.00		\$16.50		\$8.00		\$8.00		\$8.00		\$28.00		\$8.00													\$ 76.50	
Cart Rentals	829	397		50		60		32		41		47		66		101													397	
Cart Revenue	\$13,293.75	\$ 6,015.00		\$815.00		\$800.00		\$400.00		\$12,50		\$725.00		\$1,025.00		\$1,737.50													\$ 6,015.00	
Cart Shed Rental	\$15,567.50	\$ 12,287.50		\$11,637.50		\$100.00		\$125.00		\$125.00		\$137.50		\$100.00		\$75.00		\$112.50											\$ 12,287.50	
Vending Revenue	\$12,480.39	\$ 5,018.31		\$517.28		\$516.91		\$186.38		\$326.70		\$658.45		\$1,106.23		\$1,706.36													\$ 5,018.31	
Memberships	233	168		35		20		22		24		17		21		29													168	
Membership Fee:	\$31,090.62	\$ 21,164.00		\$9,655.00		\$2,565.00		\$1,470.00		\$2,500.00		\$1,632.00		\$1,405.00		\$1,937.00													\$ 21,164.00	
Driving Range	433	181		4		26		5		24		28		64		30												181		
Range Revenue	\$1,910.28	\$ 744.00		\$19.00		\$98.00		\$23.00		\$100.00		\$124.00		\$260.00		\$120.00												\$ 744.00		
Misc..	\$10,078.70	\$ 0.00																										0		
Total Revenue	\$103,567.71	\$ 53,815.51		\$24,059.48		\$5,586.41		\$2,755.38		\$4,211.70		\$4,081.45		\$5,641.73		\$7,475.36		\$0.00		\$0.00		\$0.00						\$53,815.51		

None of the above figures included sales tax

Trail fees were eliminated with the increase in cart shed rentals beginning in January. Only charged to individuals who bring their own cart and do not rent a shed at the Golf Course

Joint Funding Agreement with the Brady Golf Association for the irrigation system began Oct 1, 2008. The final payment was made October 2017

Item	FY 2016	FY 2017
Rounds	1462	2311
Green Fees	\$18,369.14	\$16,137.00
Membership Roun	2625	3678
Student Rounds	242	226
Total Rounds	4329	6215
Trail Fee	360	26
Trail Fee Revenue	\$208.00	\$104.00
Cart Rentals	943	636
Cart Revenue	\$16,670.64	\$10,017.76
Cart Shed Rent	\$10,714.53	\$16,165.50
Vending Revenue	\$16,290.04	\$15,126.94
Memberships	3051	278
Membership Fe	\$30,321.10	\$35,825.00
Driving Range	298	296
Range Revenue	\$1,296.00	\$1,185.00
Misc.	\$16,035.37	\$31,109.30
Total Revenue	\$109,904.82	\$125,670.50

\$53,815.51

\$0.00 variance

**Senior Center Meals Served**  
**Director Rosie Aguirre**  
**Monthly Report - October 2018**

TO: BRADY CITY COUNCIL  
FROM: STEVE THOMAS, CHIEF OF POLICE  
THROUGH: DENNIS JOBE, CITY MANAGER

SUBJECT: MONTHLY POLICE REPORT FOR APRIL 2019  
DATE: MAY 14, 2019 - FISCAL YEAR 2018-2019



	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Person Crimes	27	43	30	6	27	28	25						186
Property Crimes	21	30	22	25	19	15	19						151
Narcotics Crimes	7	5	1	2	8	11	5						39
Disturbances	38	50	36	20	25	43	39						251
Felony Arrests	6	10	3	2	10	17	6						54
Misdemeanor Arrests	8	8	1	7	11	25	10						70
Suspicious Person/Vehicle	33	59	48	46	28	58	40						312
Felony Warrant	0	4	2	3	10	9	6						34
Misdemeanor Warrant	2	7	1	2	2	19	25						58
D.W.I.	2	2	0	0	0	0	1						5
Alarms	10	14	5	11	5	6	9						60
Agency Assist	22	37	25	33	18	34	52						221
Public Assist	23	18	4	14	10	19	26						114
Escorts	3	3	2	3	1	5	5						22
Animal Calls	13	8	7	9	5	2	0						44
Traffic Direction	3	6	8	6	1	11	8						43
Close Patrols	161	100	35	163	10	12	58						539
Civil Matters	24	24	7	16	12	27	25						135
Juvenile	6	5	5	3	6	0	5						30
Crash Investigation	16	15	16	10	8	19	19						103
Welfare Concerns	28	24	10	16	18	21	24						141
Information	20	28	22	32	17	21	30						170
Court	1	1	1	0	0	2	0						5
Citations	37	8	13	17	29	51	58						213
Warnings	9	25	22	16	52	53	53						230
Building Checks	221	199	132	213	17	41	116						939
Misc. Incidents	74	88	78	39	56	64	56						455
Supplements	2	0	0	1	6	2	5						16
Follow ups	11	3	0	3	8	6	22						53
Reports	19	28	15	11	21	19	30						143
Curfew Violations	0	0	0	0	0	0	0						0

Brady Police Department Abbreviations:

FV - Family Violence DW - Deadly Weapon PS - Public Servant FI - Financial Instrument CS - Controlled Substance BI - Bodily Injury DOC - Disorderly Conduct

DWI - Driving While Intoxicated MJ - Marijuana DD - Dangerous Drug DWLI - Driving While License Invalid DWLS - Driving While License Suspended

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

SUBJECT: MONTHLY ANIMAL CONTROL REPORT FOR APRIL 2019  
DATE: MAY 14, 2019- FINAL for FISCAL YEAR 2018-19

THROUGH: DENNIS JOBE, CITY MANAGER	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Feral Cats Picked Up	8	1	5	1	1	11	3						30
Stray Dogs Picked Up	21	11	10	13	17	27	9						108
Owner Surrendered Dogs	0	0	4	0	1	0	0						5
Stray Cats Picked Up	0	1	0	0	0	0	0						1
Owner Surrendered Cats	0	0	0	0	0	0	0						0
Bite Reports	1	0	0	0	0	0	1						2
Dogs Deemed Dangerous	0	0	0	0	1	0	0						1
Hit by Car Picked Up	0	0	1	0	0	0	0						1
Owner Reclaims	9	4	7	1	2	12	3						38
Euthanized Total	58	11	17	11	5	19	9						130
Rescue Pull Total	0	0	13	1	2	0	0						16
Wildlife Pick Up	0	3	2	0	3	0	5						13
Quarantine	0	0	0	0	1	1	0						2
Shelter Intake Total	29	14	31	13	20	38	12						157
Roadkill	11	5	2	1	1	1	2						23
Citations	0	1	0	0	1	0	0						2
Warnings	1	3	0	0	0	7	1						12

## Invoice Register

INVOICE	DATE	Fist Name	Last Name	TYPE	6.11.00 Rental	6.11.01 Hangar REnt	611.00 Down	640.1 The Misc	645.00 AvGas	646.01 Jet-A	647.00 Military	FET REM	TOTAL SALE	Price Per Gallon	AvGas Gallons	Jet-A Gallons	Military Gallons	
313740	4/1/2019		Two Cross Production	CC			560.00			106.675	0	0	0	5165.68	4.250000	25.1		
313741	3/30/2019		Travis County EMS	CC				5331.40	0	3455.91	0	0	0	5193.50	3.870000	50		
313745	3/31/2019		Bailey Custom Sprayers	CC				67.575	0	0	0	0	0	53,787.31	3.870000	893		
313746	4/2/2019	Louis	Malinchac	CC				146.625	0	0	0	0	0	567.58	4.250000	15.9		
313747	4/4/2019	Robert	Bailey	CC				570.00	0	0	0	0	0	5146.63	4.250000	34.5		
313748	4/4/2019	TY	Hartley	CC				247.35	0	0	0	0	0	5317.35	4.250000	58.2		
313749	4/4/2019	Robert	Bailey	CC				121.55	0	0	0	0	0	5121.55	4.250000	28.6		
313750	4/5/2019		Reds Wing Aeroplane	Contract				0	1161.86	0	0	0	0	3,319.60	3.670000	350		
313751	4/5/2019		Vernon Aviation LLC	CC				0	657.59	0	0	0	0	5657.90	3.670000	170		
313752	4/7/2019		Houston Inspection Field	CC				526.32	0	0	0	0	0	5626.32	3.670000	136		
313753	4/7/2019		Reds Wing Aeroplane	Contract				0	2001.72	0	0	0	0	52,001.72	3.319610	603		
313754	4/8/2019	Richard	Joliff	Charge				570.00	0	0	0	0	0	570.00	0	0		
313755	4/8/2019	Hector	Baudry	Charge				550.00	0	0	0	0	0	550.00	0	0		
313756	4/8/2019	Stan	Arnett	Charge				570.00	0	0	0	0	0	570.00	0	0		
313757	4/8/2019	Jeff	Smallstra	Charge				530.00	0	0	0	0	0	530.00	0	0		
313758	4/8/2019	Michael	Roy	Charge				570.00	0	0	0	0	0	570.00	0	0		
313759	4/8/2019	Ron	Hammond	Charge				530.00	0	0	0	0	0	530.00	0	0		
313760	4/8/2019	Dale	Scott	Charge				570.00	0	0	0	0	0	570.00	0	0		
313761	4/8/2019	Cameron	Ramsey	Charge				570.00	0	0	0	0	0	570.00	0	0		
313762	4/8/2019	Rick	Morgan	Charge				570.00	0	0	0	0	0	570.00	0	0		
313763	4/8/2019	Tremmen	Metten	Charge				5140.00	0	0	0	0	0	5140.00	0	0		
313764	4/8/2019	Rick	Morgan	Charge				570.00	0	0	0	0	0	570.00	0	0		
313765	4/8/2019	Day Aircraft	Day Aircraft	Charge				570.00	0	0	0	0	0	570.00	0	0		
313766	4/8/2019	Stan	Kothman	Charge				570.00	0	0	0	0	0	570.00	0	0		
313767	4/8/2019	Stan	Arnett	Charge				570.00	0	0	0	0	0	570.00	0	0		
313768	4/8/2019	Clay	Powell	Charge				570.00	0	0	0	0	0	570.00	0	0		
313769	4/8/2019	Toni	Bawles	Charge				570.00	0	0	0	0	0	570.00	0	0		
313770	4/8/2019	Slade	Townsend	Charge				570.00	0	0	0	0	0	570.00	0	0		
313771	4/8/2019	Larry	Curtis	Charge				5150.00	0	0	0	0	0	5150.00	0	0		
313772	4/8/2019		Skyhorse	CC					784.35	0	0	0	0	0	5784.35	4.150000	189	
313773	4/9/2019		Deer Horn Aviation	CC					0	201.24	0	0	0	0	5201.24	3.870000	52	
313774	4/9/2019		Gama Aviation	Contract					0	332.61	0	0	0	0	332.61	3.326110	100	
313775	4/9/2019		Skyhorse	CC					747	0	0	0	0	0	5747.00	4.150000	180	
313776	4/11/2019	TY	Hartley	Charge				172.55	0	0	0	0	0	5172.55	4.250000	40.6		
313777	4/14/2019	Clay	Powell	Charge				124.5	0	0	0	0	0	5124.50	4.150000	30		
313778	4/15/2019	TY	Kord	CC				499.23	0	0	0	0	0	5499.23	3.870000	129		
313779	4/15/2019		Kord	CC				0	433.44	0	0	0	0	5433.44	3.870000	112		
313780	4/16/2019		West Penn Aviation	CC				0	328.95	0	0	0	0	5328.95	3.870000	85		
313781	4/17/2019	Mimes	Hamilton	CC				124.5	0	0	0	0	0	5124.50	4.150000	30		
313782	4/18/2019	TY	Hartley	Charge				181.35	0	0	0	0	0	5181.36	4.150000	43.7		
313783	4/20/2019		Travis County EMS	CC				0	95.589	0	0	0	0	595.59	3.870000	24.7		
313784	4/22/2019	KORD	KORD	CC				0	518.58	0	0	0	0	5518.58	3.870000	134		
313785	4/22/2019	KORD	KORD	CC				0	452.73	0	0	0	0	5452.73	3.870000	117		
313786	4/22/2019	Clay	Bland	CC				0	0	0	0	0	0	5160.00	3.870000	64		
313787	4/22/2019		202nd	CC				0	0	0	0	0	0	204,869.76	13.952	218.82	3,201090	
313788	4/23/2019		C-2-227	CC				0	0	6778.63108	46.216	0	0	5724.85	3.201090	212		



INVOICE	DATE	SE	ME	Turbine	Jet	HELO
313675	3/1/2019				8	
313676	3/1/2019				6	
313677	3/1/2019					
313678	3/2/2019					
313679						
313680	3/3/2019					
313681	3/4/2019				4	
313682	3/5/2019				2	
313683	3/5/2019				2	
313684	3/5/2019				2	
313685	3/6/2019				8	
313686	3/6/2019				8	
313687	3/6/2019				8	
313688	3/6/2019				8	
313689	3/6/2019				8	
313690	3/8/2019				6	
313691	3/11/2019					
313692	3/10/2019					
313693	3/10/2019					
313694	3/10/2019					
313695	3/10/2019					
313696	3/10/2019					
313697	3/10/2019					
313698	3/10/2019					
313699	3/10/2019					
313700	3/10/2019					
313701	3/10/2019					
313702	3/10/2019					
313703	3/10/2019					
313704	3/10/2019					
313705	3/10/2019					
313706	3/10/2019					
313707	3/10/2019					
313708	3/10/2019					
313709	3/10/2019					
313710	3/10/2019					
313711	3/10/2019				4	
313712	3/14/2019				2	
313713	3/14/2019				2	
313714	3/14/2019				4	
313715	3/14/2019				2	
313716	3/14/2019				2	

OPS Report - Airport



TOTAL

142 12 40 24 264

313775	4/9/2019	2	8				4
313776	4/11/2019	2					
313777	4/14/2019	2					
313778	4/15/2019						
313779	4/15/2019						
313780	4/16/2019			4			
313781	4/17/2019						
313782	4/18/2019	2					
313783	4/20/2019						
313784	4/22/2019						
313785	4/22/2019						
313786	4/22/2019						
313787	4/22/2019						
313788	4/23/2019						
313789	4/23/2019						
313790							
313791	4/26/2019						
313792	4/26/2019						
313793	4/26/2019						
313794	4/26/2019						
313795	4/26/2019						
313796	4/26/2019						
313797	4/26/2019						
313798	4/26/2019						
313799	4/26/2019						
313800	4/26/2019						
313801	4/26/2019						
313802	4/26/2019	2					
313803	4/28/2019	2					
313804	4/29/2019						
313805	4/29/2019						



## Code Enforcement Monthly Case Load FY 2019

May 6, 2019  
SP.

## Violations

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

## Cases

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

71	30	30	27	78	66	66				236
0	0	0	1	0	0	2				1
4	0	1	54	21	0	12				80
4	0	1	55	21	0	14				81
45	0	4	4	33	0	0				86
0	0	0	0	0	0	0				0
30	30	27	78	66	66	80				231

## Utility Inspections

238

19 21 9 14 18 21 20

**Building Permit Department**  
**Monthly Report**  
**FY 2019**

Item	FY 16	FY 17	FY 18	FY 19	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Total
Commercial Acc Structure					1												
Commercial Addition	2	4	4							1							
Commercial Electrical	16	15	9			1				1	1						
Commercial Gas	6	14	3				1										
Commercial Mechanical/HVAC	7	6	5														
Commercial Plumbing	10	8	10		1				1								
Commercial Remodel	3	6	3			1	1										
Commercial Demolition	6	3	1														
Commercial Sign		12	5														
Commercial Screening	2	1	0														
Commercial Cert of Occupancy			6					1									
Customer Service Inspection		1	6						1								
PZ-Subdivision	0	0	0	0	0	0	0	0	1								
PZ-Zoning Request	3	0	6								1						
Driveway/ Curb Cut			1	2													
Residential Accessory Bldg.	11	17	6								1						
Residential Additions	5	8	6		1	1	1		1								
Residential Demolition-Owner			1				1					1					
Residential Demolition-City			0														
Residential Electrical	38	78	51		1	2	2		1	5	3						
Residential Fence	12	13	11		1				1	1	2						
Residential Gas	66	61	16		1	5	4	4				3	2				
Residential Mechanical/HVAC	11	4	12		1							3	2				
New Residential Bldg			3														
Residential Plumbing	18	24	31		1		1		2	4	4						
Residential Remodel	1	5	7		1					2	2						
Special Use	7	8	10			1		2			1						
<b>Monthly Total</b>	<b>224</b>	<b>289</b>	<b>213</b>		<b>9</b>	<b>11</b>	<b>11</b>	<b>10</b>	<b>8</b>	<b>18</b>	<b>14</b>						

**Chronic Code Compliance Complaints**

- a) Old Hospital – 1306 S High (120 day wait period – expires when?)
- b) 901 Bombay

**Inhabited Structures without Utilities**

- a) 504 E 11<sup>th</sup>
- b) 309 Irish
- c) 901 Bombay
- d) 1803 N Walnut
- e) 301 Boston
- f) 1000 N Grant
- g) 205 E Pearl

# CITY OF BRADY

**DRAFT**

**5/17/2019**

## SCHEDULE FOR BUDGET PREPARATION, ADOPTION AND IMPLEMENTATION

### 2019-2020 FISCAL YEAR BUDGET

	DATE	ACTION	PARTICIPANTS
<b>Preparation</b>	Jan 22	Council Work Session with County Commissioners on Shared Services	Council/Commissioners
	Feb 19	Council Work Session on Needs vs Wants Identified	Council/City Manager
	March 12	Council Work Session on draft City Organizational Chart/25 yr replacement schedule of Ambulances	Council/CM/Fire/EMS Chief
	March 19	Council Work Session on draft 25 year replacement plan of Fire Equip	Council/Fire Chief/BVFD
	April 5	5 YR Capital Plan, Supplemental Decision Request & Narrative Worksheets Grant Project Form, current Fee Schedule Update 5 YR Capital Plan, Narratives and Fee Schedule and Prepare Supplemental Decision Request Worksheets and Grant Form	Finance to distribute to Department / Division Heads
	April 8	Develop Budget Planning Worksheets	Finance
	April 10	Budget Planning Worksheets distributed to Department Heads	Finance
	April 10	Preparation of Division Budgets - update FY19 and prepare FY20	Department / Division Heads
	April 16	Council Work Session: Budget calendar, agendas, appendix review	City Council/City Manager
	April 23	Divisions/ Departments Submit 5 YR Capital for review	Finance / City Manager
	May 6-17	Review budget recommendations by Divisions:  Budget Planning worksheets, Supplemental, Narrative, Grants, & Fees	Department / Division Heads Finance/City Manager
	May 21	Council Work Session 4pm	City Council/City Manager
	May 28	Final Decision Packets / Grant Project Form due to Finance	Department Heads
	June 18	Council Work Session 4pm - CIP priorities / County-City Programs	City Council / Manager / DHs
	May 30	Develop Draft Budget and Appendix Workbooks	Finance
<b>Adoption</b>	June 28	Draft Budget & Workbooks Submitted to City Council and City Secretary	City Council
	July 16,18,23	Council Work Sessions - Budget / Fee Schedule Review by Divisions at the Municipal Court Building 9 AM - 4PM Enterprise presentation	City Council / City Manager Finance/ All Divisions
	24,25	Open days for additional Budget workshops - (evening times maybe?)	
	July 31	Final Certified Tax Roll delivered	
	Aug 6	Deliver Proposed Budget & by Resolution define proposed tax rate with record vote, set budget and tax rate hearing dates.	Finance / City Manager / Council
	Aug 12	Deliver Budget summary and hearing date notice to newspaper	Finance
	Aug 14	Publish Budget Summary page & public hearing notice; publish tax notice and put on website	Finance
	Sept 3	Public Hearing of Budget-First Vote on Budget/ Fees and Utility rates and First vote on Tax rate	Citizens / City Council / City Manager / Finance
	Sept 17	Adoption of Budget and Tax rate	Citizens / City Council
	Oct 1	Deliver tax rate to County Appraiser / Fiscal Year 20 begins	Finance
<b>Implementation</b>	Oct 1	File Copy of Budget with City Secretary /post Budget & Tax rate on website	Finance / City Secretary
	Dec 10	Begin FY 19 audit	
	Dec 17	Deliver final unaudited year-end financial statements to Council	