

# BRADY

THE CITY OF

# TEXAS

Tony Groves  
Mayor

Larry Land  
Council Member Place 1

Missi Elliston  
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

Erin Corbell  
Acting City Manager

Tina Keys  
City Secretary

Sharon Hicks  
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 17, 2022 AT 6:00 PM**

NOTICE is hereby given of a meeting of the City Council of City of Brady, McCulloch County, State of Texas, to be held at 6:00 p.m. May 17, 2022, at the City of Brady Municipal Court Building located 207 S. Elm St., Brady, Texas, for the purpose of considering the following items. The City Council of the City of Brady, Texas, reserves the right to meet in closed session on any of the items listed below should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

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

#### **2. INVOCATION & PLEDGE OF ALLEGIANCE**

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

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

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

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

- A. Approval of Minutes for Regular Meeting on May 3, 2022
- B. Discussion, consideration and possible action regarding Resolution 2022-014 to request TxDOT/City street closures for the 95<sup>th</sup> Annual July Jubilee Parade to be held on Saturday, July 2, 2022
- C. Discussion, consideration and possible action approving a temporary road closure of the 200 block of N. Church Street as requested by the Brady/McCulloch County Chamber of Commerce and the Heart of Texas Community Foundation for their 2<sup>nd</sup> Annual Farm to Table Dinner to be held on June 25, 2022 beginning at 2:00 p.m. through 10:30 p.m.

#### **5. PRESENTATIONS**

- April 2022 – Fair Housing Month
- Small Diameter Water Main Replacement – Luhr Addition, East

#### **6. PUBLIC HEARING:**

None

## 7. INDIVIDUAL CONCERNS

**City Council Members are to deliberate the following items.** Staff will present the item and are prepared to answer City Council Member questions. The Mayor will recognize Council Members as the council discuss 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 to approve Resolution 2022-012 to designate authorized signatories for contractual documents for the requesting funds pertaining to the 2021 Texas Community Development Block Grant (TxCDBG) program, grant agreement number CDV21-0068.
- B. Discussion, consideration and possible action to approve Resolution 2022-013 regarding Civic Rights and City of Brady adoption of certain federal procedures and obligations as it pertains to and to extent of the acceptance of funds from Texas Department of Agriculture (TDA) pertaining to the Texas Community Development Block Grant (TxCDBG) agreement number CDV21-0068
- C. Discussion, consideration and possible action to approve Hotel Occupancy Tax (HOT) Funding Application from The Locker Sports Bar and Grill for the Brady Crawfish and Drag Boat Throwdown to be held June 4, 2022.
- D. Update and discussion on architectural plans for the remodeled Police Department
- E. Status update regarding ongoing code issues at 901 Bombay
- F. Discussion, consideration and possible action regarding the first reading of Ordinance 1339 of the City of Brady, Texas to deny and disapprove the proposed 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
- G. Discussion to address citizen's concerns about animal control issues

## 8. STAFF REPORTS

- A. **Monthly Financial / Utility Reports**
- B. **Monthly Activity Reports:** Seniors, Golf, BPD, Fire-EMS Calls, BVFD Expense Report, Animal Control, Airport, Code Enforcement, Chronic Code Complaints and Structures Inhabited without utilities, Municipal Court
- C. **Upcoming Special Events/Meetings:**

May 26	BISD Early Release – End of school year
May 30	Memorial Day Holiday – City offices closed – Altered Trash Schedule
June 7	Regular City Council meeting, 6:00 p.m.
June 16	City Employee Pool Party
June 21	Regular City Council meeting, 6:00 p.m.

## 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:

- Pursuant to Section 551.071 (Consultation with Attorney), the City Council will consult with the City Attorney about pending or contemplated litigation or on a matter in which the duty of the

attorney to the City under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act

- 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: Acting City Manager Erin Corbell

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

## 12. 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 [tkeys@bradytx.us](mailto:tkeys@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 Regular Meeting on Tuesday May 3, 2022, at 6:00 pm with Mayor Anthony Groves presiding in person. Council Members present were Jane Huffman, Missi Elliston, Jay May, Larry Land, and Jeffrey Sutton. City staff present were Acting City Manager Erin Corbell, Public Works Director Steven Miller, Finance Director Lisa McElrath, Police Captain Randy Batten, Police Chief Steve Thomas, and City Secretary Tina Keys. Also in attendance were Gina Hepburn, Jimmy Tindol, Charles Bush, James Griffin, Dick Winters, Terry Virdell, Christy Everett, Stephen Everett, Ingrid McDonald, Patty Pringle and Michael McDonald.

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

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

#### **2. INVOCATION AND PLEDGE OF ALLEGIANCE**

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

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

There were no public comments

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

- A. Approval of Minutes for Regular Meeting on April 19, 2022.

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

#### **5. PRESENTATIONS:**

There were no presentations

#### **6. PUBLIC HEARINGS AND INDIVIDUAL CONCERN ON PUBLIC HEARING**

There were no public hearings

#### **7. INDIVIDUAL CONCERN**

- A. Discussion, consideration, and possible action regarding the **second and final reading of Ordinance 1338** of the City of Brady, Texas, amending Ordinance 1328, a Schedule of Fees for the Administration of Utility Rates, Programs, Regulations and other Operations of the City; adding a Municipal Golf Course Student Rate and Seasonal Membership Rate. Erin Corbell presented. Council Member May moved to approve the second and final reading of Ordinance 1338. Seconded by Council Member Elliston. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.
- B. Discussion, consideration and possible action approving the purchase of 1,500T Limestone Rock Asphalt, Type 1, Grade D (cold mix) material at \$58.00 per ton or \$87,000. Delivery charge is approximately \$0.2200 per ton/mile at 180 miles or \$59,400.00. Total purchase with delivery equals \$146,400.00. Steven Miller presented. Council Member Sutton moved to approve the purchase of Limestone Rock Asphalt cold Mix, type 1, Grade D material from Vulcan Construction Materials, LLC – San Antonio, Texas for the total purchase price of \$97.60 per ton with delivery in the amount of \$146,400.00. Seconded by Council Member Huffman. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.

C. Discussion, consideration and possible action regarding real property owed by the City of Brady, including possible approval of appraisal proposal. Erin Corbell presented. Dick Winters said he has concerns. He would like to restrict his comments to Brady Lake properties. Mr. Winters said he has been reading what was printed. He asked about the City of Brady disposing of surplus property on the north side of the lake. What makes it surplus and not surplus? Why is that particular property up for potential sale and not other parts of the lake? What zoning laws will be in effect and pertain to those properties? What restrictions might be placed on purchaser? What impact will these subdivision changes that the county is considering have on the potential buyers? What environmental studies have been done if we develop this property? How will the property be sold? Will they be a closed bid or auction? Will the City hire a real estate firm? What kind of commission will be paid? There are serious considerations to be made. In particular, what is and is not being sold. Mr. Winters said his family owned that land and owns land to the south of it, so there a potential to impact them. Mr. Winters said he thinks these things should be given serious consideration and be made public. Michael McDonald said thinks what they're doing is wrong. The City has a diamond in the rough, this land was set aside years ago for the lake. The land around it is like a park and he thinks it's totally wrong to sell it. He didn't even know about the lake house. It's a big asset and would be good for public use and could be used as a rental. Families could have family reunions there. McDonald said the City needs to take a step back and think about it. If it was sold, it would be ag exempt and the city wouldn't get any taxes. You could put a sports complex at Mudualistic. He thinks some can be used for development and leave the rest as park land. Ingrid McDonald said the Comp Plan was adopted in 2013. There were good points. Lake recreation is intended to provide parks, conference retreat, etc. Mrs. McDonald said she thinks we need to step back and look at the comprehensive plan and look at how best to use this land. Mayor Groves said we are here today to start the process, to start answering those questions. We're here to figure out what we're doing and look at the concerns. Mayor Groves said the property is zoned recreational, not parkland. Mayor Groves said what makes something surplus and what makes something not surplus is the attorney said this is surplus. Council Member Elliston said Erin Corbell showed Council what was available. Council Member Elliston also said we will not restrict public access to the lake. Mr. Winters said he is looking for clarification. Council Member Huffman said for her, personally, when she looks at all of the land at the lake, the 480 and 100 acres, the 100 acres is not on the water. But we also have the 480 acres that has been sitting there, it's not used for public access. She understands the Comprehensive Plan has big dreams and plans. The reality is, we are at a point where we have to spend a lot of money to make our public safety facilities better. There's only two ways to do it. The citizens pay higher taxes or we have to sell of some stuff we have, or make cuts somewhere. She wants to see parks stay open, golfers want golf course to stay open, people who use airport want it open. There's no way to pay for what needs to be done without coming up with the money somewhere. Most people don't want to pay higher rates or higher property taxes. When we have 580 acres that can be sold off in the peak of our growth to pay with cash something we need, it's hard to not look into it. Michael McDonald asked if Council wants the City to grow. Councill Member Huffman said yes, but doesn't really want Brady to grow too much. She wants to live in a small town. She wants to see it prosper. She does think it's going to grow, but it has been going to grow for hundreds of years. It takes money. We can't keep generating new revenue without doing something. 580 acres have no property tax or utility production. The profit from the land is an instant increase in revenue to our community. Nobody wants to see it grow, but we have to be able to make revenue. McDonald said if we develop the land, we will get revenues coming in. Council Member Huffman said she thinks we need to do it strategically. Council Member Sutton said he thinks it's a chance to expand our tax base. If we don't do this, it will sit there and not make a dime. We are trying to discover the best way we should go about it in order to benefit the citizens of McCulloch County and Brady. Mr. Winters said the very best use of this property has to be the only concern on their minds and he knows it is. Mr. Winters said Council Member May has the best guess as to the best use of that property. His input will be very important. Mr. Winters said has faith and confidence in the members of the council and staff of the City, but he is concerned we

are cherry picking properties. He would like council to give consideration as to what is being sold. He doesn't think splitting it out will bring in maximum revenue. Mr. Winters told the audience "we put these people in office because we have faith" but asked Council to let us know what the plan is before we implement it. Mr. Virdell said he is concerned about how the land will be zoned and regulated. He doesn't want to sell 2-acre tracts and let people put junk on it. Mayor Groves said when you go back and look at the history of Brady, it looked like Brady was really going to boom and then it didn't happen. In the nine years he has been mayor, lots of people have come in and wanted to build in Brady and it came down to we don't have the water. We're about to solve that problem. Mayor Groves said he understands how people could see the agenda and think we are going to pass a motion to sell the land and be done with it. We're starting the process. We're finding out what are the possibilities. We do have properties that have tremendous potential. We are having meetings to try to figure out what we're going to do. He said Council does want to hear all the questions and comments. We see great potential and we're looking into the potential. He understands people who live in Simpson Lake Club have concerns. Mayor Groves said one of the council members lives in Simpson Lake Club so he will look out for what's best for them. Mayor Groves said his big pitch is let's not close the door on any opportunity. Council is not here to keep citizens in the dark and get rid of property that they came up with an idea, and then sold it then called a meeting to tell citizens what they did. Council Member Huffman said they've been talking about selling property since she came on council seven years ago. Council Member Elliston said there have been no decisions made at this point; it's all being hashed out right now. Council Member Huffman said there have been no closed door discussions. Council Member Elliston said these are all still strictly discussions. This is the time for citizens to come and talk to them. Council is trying to decide the best way to move forward. A citizen said she is new to Brady, so she has no clue what they're talking about, but asked if this is property people are using. Erin Corbell said it's fenced off and there is no public access. Corbell said there was an attempt to develop an ATV park on that land at one time. Council Member Elliston said most of the land was utilized by citizens as dump land. Council Member May said Simpson Lake Club people have a voice on the board. He said there will not be an RV park out there. Council Member May said property across the road is selling for \$7,000 - \$8,000 an acre. They're not going to be running cattle for that price. He said there is a lot of work the City will need to do before it can be divided and sold. If it's sold to a developer, the developer will make improvements so he can make money. It's not going to be a junk yard. That's not going to happen. The property is in the City limits. The buyers will understand the requirements. Jim Griffin said he thinks the 480 acres need to be master planned. With thought put into it so each parcel is appropriately dealt with. A citizen said she doesn't want another Mutualistic ordeal and doesn't want another trailer park. Council Member Land said the comments are great comments and are appreciated. All the ideas are good ideas. As we go through the process, not everyone is always going to be happy, but we will do the best possible thing for the City of Brady. Another citizen would like to see it developed with some houses out there. There are limited lake lots left, but take the time and slow down and look at what you've got. Council Member Huffman said she would rather put the money in to do the water and electric correctly out there and have it done right. Council Member Huffman said she doesn't like the idea of selling to one person, but have it split up. Mr. McDonald said properties that are sold in flood plain, you might have to buy them back some day. McDonald said we own the property, we can decide how it can be developed. Council Member Elliston moved to approve appraisal proposal from Sammons McAnally Appraisal. Seconded by Council Member Huffman. All Council Members voted "aye" and none "nay". Motion passed with a 5 – 0 vote

D. Discussion, consideration and possible action regarding approval to purchase Body/Fleet Camera Bundles to include peripherals, installation, licenses and warranties from Axon Enterprise, Inc. Lisa McElrath and Captain Randy Batten presented. Council Member Elliston moved to approve the purchase on a 5-year payment plan Body/Fleet Camera Bundles to include peripherals, installation, licenses and warranties from Axon Enterprise, Inc. for \$165,625.01. Seconded by Council Member May. All Council Members

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

## 8. STAFF REPORTS

### A. Upcoming Special Events/Meetings:

May 16	Budget Work Session, 10:00 a.m.
May 17	Regular City Council Meeting, 6:00
May 26	BISD Early Release – End of school year
May 30	Memorial Day Holiday – City offices closed – Altered Trash Schedule
June 7	Regular City Council Meeting, 6:00
June 16	City Employee Pool Party, 7:00
June 21	Regular City Council Meeting, 6:00

## 9. ANNOUNCEMENTS

Mayor Groves said there is a music festival on the 5<sup>th</sup> at the Methodist Church. Council Member May said he won’t be at the meeting on the 17<sup>th</sup>.

## 10. EXECUTIVE SESSION

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

- Pursuant to Section 551.071 (Consultation with Attorney), the City Council will consult with the City Attorney about pending or contemplated litigation or on a matter in which the duty of the attorney to the City under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act
- 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: 204 S. Pecan, 206 S. Pecan and lots 1-4 Block 5, Brooks Subdivision

Regular Session was closed at 7:15 p.m. Executive Session was opened at 7:22 p.m. and closed at 7:24 p.m. and Open Session resumed at 7:25

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

Council Member Elliston moved to approve the purchase of Brady National Bank lots for \$125,000 plus 50% of closing costs. The motion was 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 7:26 p.m.

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

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

# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	05/17/2022	<b>AGENDA ITEM</b>	4.B.
<b>AGENDA SUBJECT:</b>	Discussion, consideration, and possible action regarding <b>Resolution 2022-014</b> to request TXDOT/City street closures for the 95th Annual July Jubilee Parade to be held on Saturday, July 2, 2022.		
<b>PREPARED BY:</b>	Tina Keys	<b>Date Submitted:</b>	5/11/2022
<b>EXHIBITS:</b>	Resolution 2022-014 Letter Map		
<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> City Council must request closure of TXDOT streets within the City limits by Resolution. The Council resolution is required by TXDOT for the permit application review.			
<b>RECOMMENDED ACTION:</b> Move to approve Resolution 2022-014			

**RESOLUTION 2022-014**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS TO ENTER INTO AN AGREEMENT WITH THE STATE OF TEXAS THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF FOUR-LANE US HIGHWAY 87 IN BRADY FROM MEMORY LANE AT RICHARDS PARK TO THE COURTHOUSE SQUARE, ALONG WITH TWO-LANE RANCH ROAD 714, AND TWO-LANE US HIGHWAY 190/AND HIGHWAY 377 AROUND THE COURTHOUSE SQUARE ON SATURDAY, JULY 2, 2022 FROM APPROXIMATELY 10:00 A.M. TO 11:00 A.M. FOR THE 95<sup>th</sup> ANNUAL JULY JUBILEE PARADE.**

**WHEREAS**, the City Council of the City of Brady in cooperation with the State of Texas for the safety and convenience of the traveling public request temporary closure of four lane US Highway 87 in Brady from Memory Lane at Richards Park to the courthouse square, along with two-lane Ranch Road 714, and two-lane US Highway 190/and Highway 377 around the courthouse square on Saturday, July 2, 2022 from approximately 10:00 a.m. to 11:00 a.m. for the 94th Annual July Jubilee Parade; and

**WHEREAS**, the July Jubilee parade will be held within the City of Brady incorporated area from approximately 10:00 a.m. until 11:00 a.m. and the closure will be performed within the State's requirements: and

**WHEREAS**, all Northbound and Southbound traffic will be routed around the West side of the Square still allowing continuous access to all routes leading to and from the City of Brady; and

**WHEREAS**, law enforcement officers from the City of Brady Police Department and McCulloch County Sheriff's Office will be physically directing traffic through the City of Brady; and

**WHEREAS**, the parade is being held to promote Brady and McCulloch County and bring tourists to our community providing an economic boost to our hotels, restaurants, retail stores, and fuel providers; and

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

The City Council enters into an agreement with the State of Texas through the Texas Department of Transportation for the temporary street closure of four lane US Highway 87 in Brady from Memory Lane at Richards Park to the courthouse square, along with two-lane Ranch Road 714, and two-lane US Highway 190/and Highway 377 around the courthouse square on Saturday, July 2, 2022 from approximately 10:00 a.m. to 11:00 a.m. for the 95th Annual July Jubilee Parade

**PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2022

**CITY OF BRADY:**

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Anthony Groves, Mayor

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

May 11, 2022

Elias Rmeili, P.E., District Engineer  
Texas Department of Transportation  
PO Box 1549  
Brownwood, Texas 76801

Dear Mr. Rmeili,

The City of Brady, representing the Brady/McCulloch County Chamber of Commerce, respectfully requests the temporary closure of four-lane US Highway 87 in Brady from Memory Lane at Richards Park to the courthouse square, along with two-lane Ranch Road 714, and two-lane US Highway 190/ and Highway 377 around the courthouse square. All through lanes on these roads would be temporarily closed on Saturday, July 2, 2022 from approximately 10:00 a.m. to 11:00 a.m. for the 95th Annual July Jubilee Parade.

Attached you will find a city map outlying the proposed route to be taken by the parade.

Law enforcement officers from the City of Brady Police Department and McCulloch County Sheriff's Office will be physically directing traffic through the City of Brady on the proposed routes outlined in green.

All preparations, before and after this event, will be done by local staff and volunteers. There will be no state equipment or manpower involved in this process. The parade is held to promote Brady and McCulloch County and brings tourists to our community for the weekend. This, in turn, will provide an economic boost our hotels, restaurants, retail stores, and fuel providers.

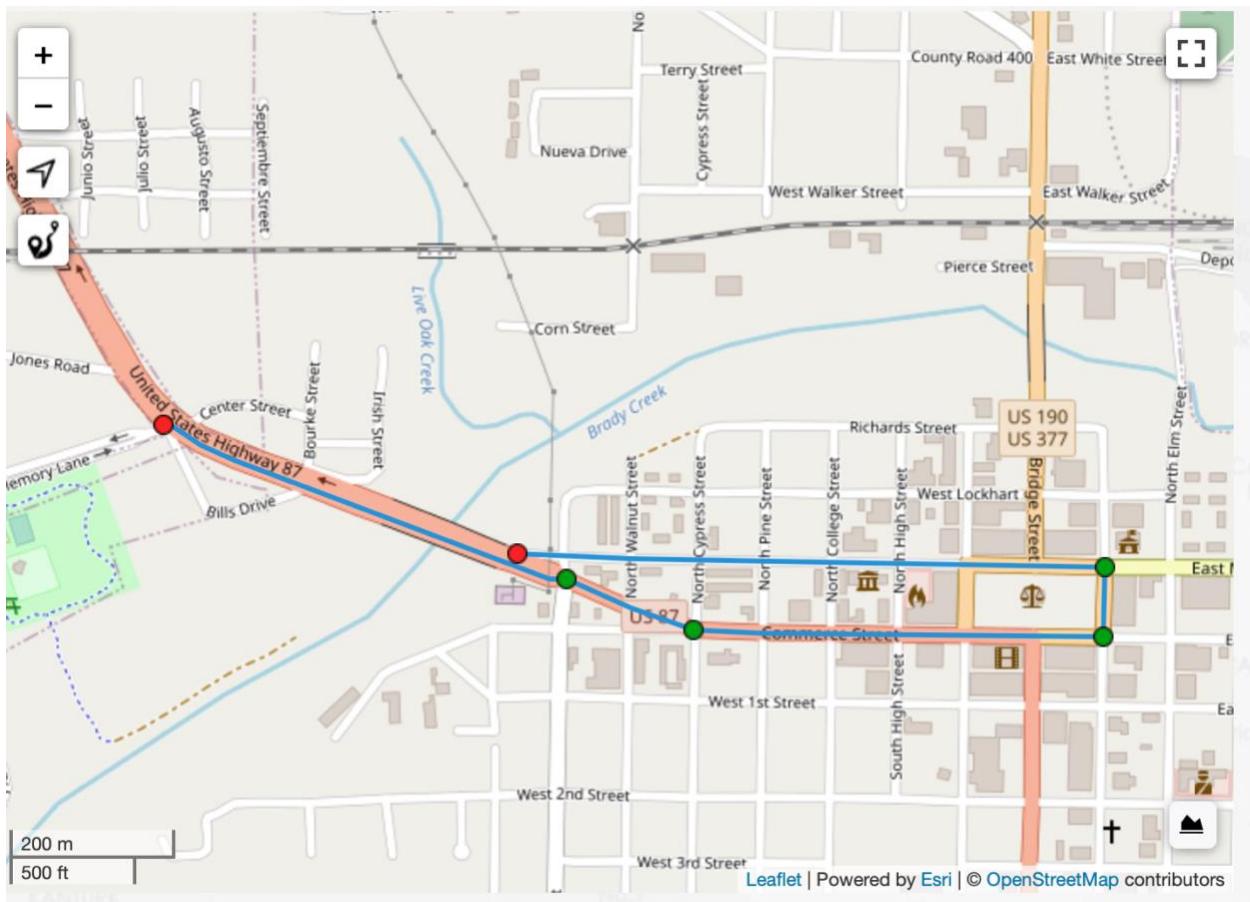
Approximately 3,000 people will attend the parade.

If you have any questions, problems, or concerns, please do not hesitate to contact me at (325) 597-2152.

Sincerely,

Erin Corbell  
City Manager

Enclosure(s)



# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	05/17/2022	<b>AGENDA ITEM</b>	4.C.
<b>AGENDA SUBJECT:</b> Discussion, consideration and possible action approving a temporary road closure of the 200 block of N. Church Street as requested by the Brady/McCulloch County Chamber of Commerce and the Heart of Texas Community Foundation for their 2 <sup>nd</sup> Annual Farm to Table Dinner to be held on June 25, 2022 beginning at 2:00 p.m. through 10:30 p.m.			
<b>PREPARED BY:</b>	T. Keys	<b>Date Submitted:</b>	5/12/2022
<b>EXHIBITS:</b>	Request Email Map(s)		
<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> The Brady / McCulloch County Chamber of Commerce and the Heart of Texas Community Foundation are requesting the temporary closure of the 200 block of N. Church Street between Main St. and Lockhart St. beginning at 2:00 p.m. through 10:30 p.m. on June 25, 2022 for their 2 <sup>nd</sup> Annual Farm to Table Dinner.			
<b>RECOMMENDED ACTION:</b> Move to approve the temporary road closure of the 200 block of N. Church on June 25, 2022 for the 2 <sup>nd</sup> Annual Farm to Table Dinner from 2:00 p.m. through 10:30 p.m.			

## Tina Keys

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**From:** Taylor Hoffpauir <taylor@bradytx.com>  
**Sent:** Thursday, May 12, 2022 2:27 PM  
**To:** Tina Keys  
**Subject:** Road Closure Request  
**Attachments:** Farm to Table Road Closure Request Map.png; Streetview F2T Proposed Location.png

Good afternoon Tina,

The Brady/McCulloch County Chamber of Commerce and the Heart of Texas Community Foundation would like to formally request the closure of the 200 block of North Church Street (between W. Main St and W. Lockhart St.) beginning at 2:00pm thru 10:30pm for the 2<sup>nd</sup> Annual Farm to Table Dinner to be held on Saturday, June 25<sup>th</sup>, from 6:00pm – 9:00pm. For reference I have attached a map with the proposed closure.

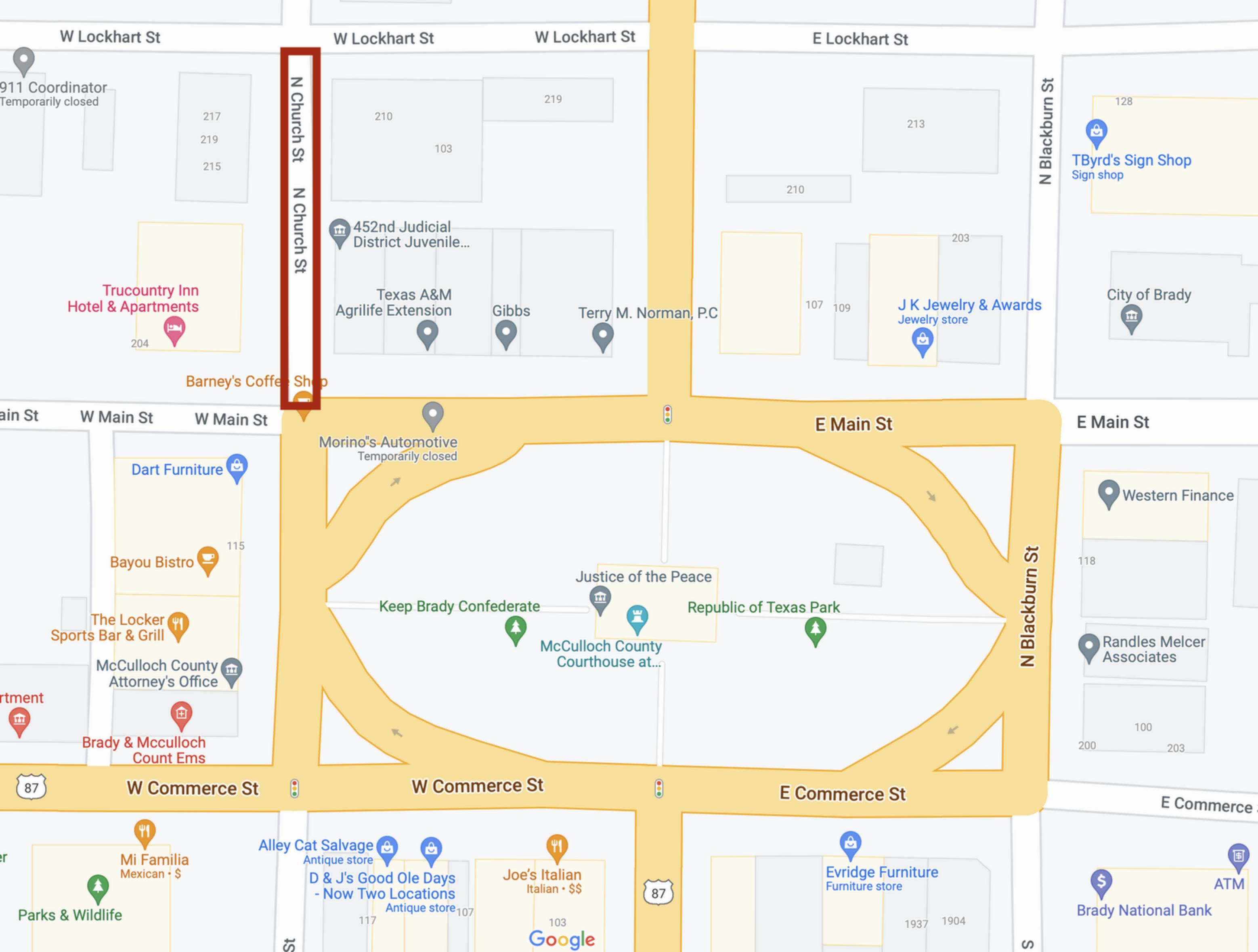
Best wishes,

Taylor Hoffpauir  
President/CEO  
Brady/McCulloch County Chamber of Commerce & Visitors Center  
Phone: (325) 597-3491 | Fax: (325) 276-4330 | Cell: (325) 456-8099



***We look forward to serving you!***

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<http://www.bradytx.com>





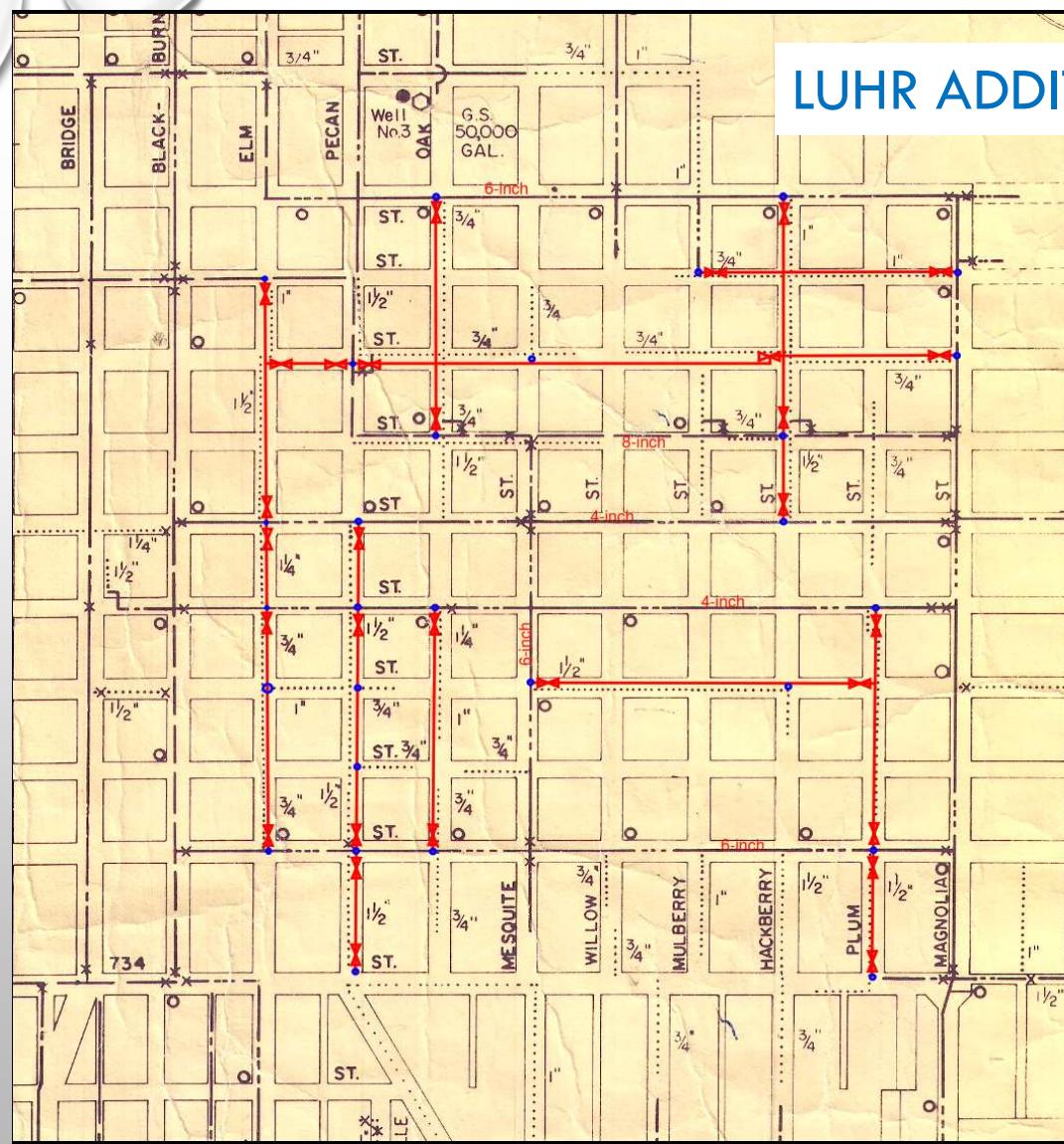
# SMALL DIAMETER WATER MAIN PROJECT

FY22 BUDGET ALLOCATED  
PROFESSIONAL ENGINEERING, SURVEYING  
AND  
CONSTRUCTION PHASE SERVICES

## • **SMALL DIAMETER WATER MAIN PROJECT**

- STATUS
  - SELECTED ENPROTEC/HIBBS & TODD AS DESIGNER
  - ESTABLISHED INITIAL PROJECT SCOPE
  - ORIGINATED A PRELIMINARY JOB COST

## LUHR ADDITION, EAST



### LEGEND

10"
8"
6"
4"
3"
2"
3/4" - 1 1/2"

Fire hydrant

Wells

Ground Storage

Valves

# SMALL DIAMETER WATER MAIN PROJECT

#### • PRELIMINARY COST OF REPLACEMENT



## SMALL DIAMETER WATER MAIN PROJECT

- 1ST STEP IN ADDRESSING SMALL WATER LINE ISSUES IN NEIGHBORHOODS
- LUHR ADDITION, EAST REPRESENTS A CONCENTRATED AREA OF NEED
- UTILIZES A SUBSTANTIAL AMOUNT OF WATER/SEWER FUND BALANCE
- FUTURE FUNDING TO TARGET TWDB – EDAP FUNDING APPLICATION



# SMALL DIAMETER WATER MAIN PROJECT

## QUESTIONS AND COMMENTS

## **PROCLAMATION OF APRIL AS FAIR HOUSING MONTH**

**WHEREAS** Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

**WHEREAS** The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

**WHEREAS** The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

**NOW, THEREFORE, WE**, the City Council of the City of Brady, do proclaim April as Fair Housing Month in City of Brady and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

Passed and adopted by The City of Brady, Mcculloch County, State of Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

### **APPROVED:**

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Anthony Groves, Mayor

### **ATTEST:**

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Tina Keys, City Secretary

# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	05/17/2022	<b>AGENDA ITEM</b>	7.A
<b>AGENDA SUBJECT:</b> Discussion, consideration, and possible action to approve Resolution #2022-012 designating <b>authorized signatories</b> for contractual documents and for requesting funds pertaining to the 2021 Texas Community Development Block Grant (TxCDBG) program – grant agreement number CDV21-0068.			
<b>PREPARED BY:</b>	S. Miller / M. Bruce (GrantWorks)	<b>Date Submitted</b>	05/10/2022
<b>EXHIBITS:</b>	Resolution 2022-012 (A201 Form) Grant Agreement Sketch of Project Limits		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure(matching):</b>	\$52,500.00	
	<b>Amount Budgeted:</b>	\$402,500.00	
	<b>Appropriation Required:</b>	\$00.00	
<b>CITY MANAGER APPROVAL:</b>			
<b>SUMMARY:</b> <p>Beginning on or about January 2021 city staff in coordination with GrantWorks – Austin made an application to TxCDBG program identifying a sewer line improvement project as shown in the attached sketch. A grant award and agreement were entered into on March 21, 2022 in the amount of <b>\$350,000.00</b> with a city matching amount of <b>\$52,500.00</b> or 15% (see grant agreement). A requirement of the grant administration services is establishing <b>signatory authority</b> for contracts and all contract payments.</p> <p>The attached signatory resolution (A201) requires city council approval.</p>			
<b>RECOMMENDED ACTION:</b> <p>It is recommended City Council approve Resolution 2022-012 to approve <b>signatory assignments</b>.</p>			

## **RESOLUTION 2022-012**

### **A RESOLUTION BY THE CITY COUNCIL OF CITY OF BRADY DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TxCDBG) GRANT AGREEMENT NUMBER CDV21-0068.**

**WHEREAS**, The City of Brady has received a 2021 Texas Community Development Block Grant award to provide Water/Sewer Improvements; and

**WHEREAS**, it is necessary to appoint persons to execute contractual documents, environmental review documents, and documents requesting grant funds from the Texas Department of Agriculture; and

**WHEREAS**, all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

**NOW, THEREFORE**, The City of Brady directs and designates the following to act in all matters in connection with this grant:

- The City Manager and Mayor shall serve as the Chief Executive Officer and Authorized Representative to execute contractual documents; and
- The Public Works Director is authorized to review and execute environmental review documents between the Texas Department of Agriculture and the City of Brady; and
- The Mayor, City Manager, Finance Director, and Director of Public Works are authorized to execute the Request for Payment Form documents and/or other forms required for requesting funds to reimburse project costs

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS,**  
on \_\_\_\_\_, 2022.

**CITY OF BRADY:**

---

Anthony Groves , Mayor

**ATTEST:**

---

Tina Keys, City Secretary



## TEXAS DEPARTMENT OF AGRICULTURE

### GRANT AGREEMENT

<b>GRANTEE</b>	Brady
<b>GRANT PROGRAM</b>	CDBG - Community Development Fund - 2021
<b>PROJECT TITLE</b>	CDBG - Community Development Fund - 2021
<b>CFDA NUMBER</b>	14.228
<b>PERFORMANCE PERIOD/ AGREEMENT TERM</b>	3/1/2022 Through 2/29/2024

#### **AUTHORITY AND PURPOSE**

The United States Government has awarded Community Development Block Grant "CDBG" funds to the State of Texas for activities authorized under Title I of the Housing and Community Development Act of 1974 "HCD Act," as amended (42 U.S.C. 5301 et seq.). The Texas Department of Agriculture "Department" administers the State Community Development Block Grant "TxCDBG" Program pursuant to Texas I qxgtp o gpv"Eqfg"È6:902730

Grant Recipient has submitted a request for assistance under this Grant Program, hereinafter referred to as the "Application," hereby incorporated by reference into this Grant Agreement "Agreement." This Agreement sets forth the obligations of the parties along with the terms and conditions under which the Department will provide Grant Program funds to Grant Recipient under this award. Grant Recipient agrees to administer the project as described herein ("Project"), and the Department agrees to fund the Project up to the Grant Amount.

#### **PROJECT DESCRIPTION**

Sewer improvements on South Oak Street and San Jacinto Street.

Grant Recipient agrees to carry out the Project and complete all approved activities in accordance with the terms of this Agreement, including the following Exhibits which are attached hereto and incorporated into this C itgg o gpv"Rgthqt o cpeg"Rcp"cpf"Urgekhke"CYctf"Eqpfkqpu" "Gz j kdkv" C+."Rtqlgev"Dwf i gy" "Gz j kdkv" D+." General Terms and Conditions (Exhibit C), Certifications and Assurances (Exhibit D), and to comply with all statutes and regulations as applicable to this award and such regulations and procedures as the Department may prescribe.

<b>TOTAL GRANT AMOUNT NOT TO EXCEED</b>	\$350,000.00
<b>MATCH AMOUNT (if applicable)</b>	\$52,500.00

GRANTEE	GRANTOR
Brady	<b>TEXAS DEPARTMENT OF AGRICULTURE" Trade and Business Development</b>
201 E. Main St. Brady, Texas 76825	3922" P"Eqpitguu"Cxg" Cwuvkp."VZ""9:923"
<b>AUTHORIZED SIGNATORY/AUTHORITY TO BIND"</b>	
Gcej"rgtuqp"ukipkpi"vjg"Citggogpv"egtvkhkgu"vjcv"jg"qt"ujg"ku"cwvjqtkgf"d{"vjg" I tcpvqt"qt" I tcpv"Tgekrkgpv"vq"ukip"cpf"gzgewg"vjg"Citggogpv"cpf"vq"dkpf"uwej"rctv{"vq"kvu"vgtou."rgthqtocegu."cpf"eqpfkvikqpu"	
PRINTED NAME AND TITLE OF PERSON SIGNING: Erin Corbell	PRINTED NAME AND TITLE OF PERSON SIGNING: Karen Reichek
DATE SIGNED: 3/21/2022	DATE SIGNED: 3/25/2022

## **Exhibit A**

### **Performance Plan and Specific Award Conditions**

#### **A. Eligible Use of Funds**

1. As a condition of receiving this award, Grant Recipient shall administer the Project funded under this Agreement and complete all activities described in this Exhibit A in accordance with the Project Schedule and performance goals outlined herein. Grant Recipient shall perform and complete all work and activities in a manner satisfactory to the Department and consistent with the terms of conditions of this Agreement and applicable statutes and regulations.
2. The use of Grant Program funds is premised upon, and conditioned on, Grant Recipient fulfilling one of the program's national objectives. Grant Recipient certifies that the activity (ies) carried out under this Agreement will meet the national objective of Activities benefitting low-to-moderate income persons. If Grant Recipient fails to meet a national program objective, as specified in this Exhibit A, Grant Recipient shall reimburse the Department all grant funds received under this Agreement within 30 days of notice or such timeframe as requested by the Department.
3. Grant Recipient will undertake the following activities and provide the following levels of program services.

#### **South Oak and San Jacinto Streets - 03J**

Grant Recipient shall address the following local need:

Deteriorated sewer lines resulting in frequent stoppages, overflows and interruption of service.

Grant Recipient shall complete the following work:

Install approximately two thousand five hundred sixty linear feet (2,560 l.f.) of six-inch (6 in.) sewer line, ten (10) manholes, related service reconnections pavement repair and all associated appurtenances.

Grant Recipient shall perform this work in the following location(s):

South Oak Street. This location is more fully described in Figure A1 below, which is incorporated herein. In the event of a conflict between this description and Figure A1, Figure A1 controls.

These activities shall benefit 46 persons, of which 30 or 65.22 percent are of low- to moderate-income.

4. Grant Recipient shall ensure that all required engineering services are completed as required by state law, including preliminary and final design plans and specifications, interim and final inspections, and all relevant special services. Grant Recipient shall ensure that all projectrelated administration activities are completed as described in the current TxCDBG Project Implementation Manual.

## **B. Prohibited Activities**

Grant Recipient may only use grant funds to carry out the activities described in this Agreement. Grant Recipient is prohibited from charging to this award the costs of ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying.

## **C. Timeline**

Grant Recipient will comply with the following Project Schedule. Failure to meet any of the below milestones may result in sanctions as outlined in the TxCDBG Project Implementation Manual, Requests for Applications, other published guidance, and conditions of this agreement.

Pre-Agreement Cost Begins:	5/3/2021
Grant Contract Period Begins:	3/1/2022
Environmental Review/Plans & Specifications Recommended to be Complete:	9/1/2022
Group B Forms Required to be Complete:	3/1/2023
Project Recommended to be Complete, including inspections:	11/1/2023
Grant Contract Period Ends:	2/29/2024
Final Payment and Closeout Documentation Required to be Submitted:	4/29/2024

## **D. Special Conditions**

Grant Recipient agrees and assures the Department that it will comply with all the special provisions and requirements of the award described herein.

1. **Compliance:** It is understood and agreed by the parties that performances under this Agreement must be rendered in accordance with the Housing and Community Development Act of 1974 as identified in the Authority and Purpose of the Agreement; the policies, procedures and regulations of the Department; assurances and certifications made to the Department by Grant Recipient; and assurances and certifications made to HUD by the State of Texas with regard to the operation of the TxCDBG Program. Based on these considerations, and in order to ensure the legal and effective performance of this Agreement by both parties, it is agreed by the parties that performance is subject to and governed by the provisions of the TxCDBG Project Implementation Manual and any amendments thereto. Further, the Department may from time to time during the period of performance of this Agreement issue policy directives which serve to establish, interpret, or clarify performance requirements under this Agreement. Such policy directives shall be promulgated by the Department in the form of TxCDBG issuances, shall have the effect of qualifying the terms of this Agreement and shall be binding upon Grant Recipient, as if written herein, provided, however, that the policy directives and any amendments to the TxCDBG Project Implementation Manual shall not alter the terms of this Agreement so as to release the Department from any obligation specified in Section 4 of Exhibit C to reimburse costs incurred by Grant Recipient prior to the effective date of such amendments or policy directives. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal or State laws or regulations are automatically incorporated into this Agreement without written amendment and shall become effective on the date designated by such law or regulation.

2. **Environmental Review:** Grant Recipient understands and agrees that it is responsible for environmental review, decision-making, and action under 42 U.S.C. 5304(g), the National Environmental Policy Act of 1969 (NEPA) [42 U.S.C. 4321 et seq.], and other provisions of law which further the purposes of NEPA, as specified in 24 CFR 58.5. Grant Recipient shall comply with the environmental review procedures set forth in 24 CFR Part 58, the TxCDBG Project Implementation Manual, and all other applicable federal, state, and local laws insofar as they apply to the performance of this Agreement. Neither Grant Recipient nor any participant in the development process, or any of their contractors, may commit grant or other funds on an activity or project, or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site, until Grant Recipient has completed the environmental review process and the Department has authorized use of grant funds or approved the Grant Recipient's request for release of funds and related certification.

3. **Citizen Participation:** Grant Recipient shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this Agreement are used, in accordance with 24 CFR 570.486 and this Agreement.

4. **Public Hearings:** Grant Recipient shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by the Department, from the activities specified in the Application or the Performance Plan. Prior to the programmatic closure of this Agreement, Grant Recipient shall hold a public hearing to review its performance under this Agreement. For each public hearing scheduled and conducted by Grant Recipient, Grant Recipient shall comply with the hearing requirements specified in the TxCDBG Project Implementation Manual.

5. **Complaint Procedures:** Grant Recipient shall maintain written citizen complaint procedures that provide a timely written response to complaints and grievances. Such procedures shall comply with the Department's requirements. Grant Recipient shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

6. Department Recognition: Grant Recipient shall have signage placed in a prominent visible public area identifying the project as funded by the Department. The signage must be legible from a distance of at least three feet and comply with the wording, size and formatting requirements set forth in the TxCDBG Project Implementation Manual.

7. Program Income: In the same manner as required for all other funds under this Agreement, Grant Recipient shall maintain records of the receipt, accrual, and disposition of all program income (as defined at 24 CFR 570.489(e) and the TxCDBG Project Implementation Manual) generated by activities carried out with grant funds made available under this Agreement. The use of program income by Grant Recipient shall comply with the requirements set forth at 24 CFR 570.489(e). Grant Recipient shall use such income during the Agreement Term for activities permitted under this Agreement prior to requesting additional funds from the Department. Grant Recipient shall provide reports of program income to the Department with each payment request in accordance with the payment procedures described herein, and at the termination of this Agreement. All unexpended program income shall be returned to the Department at the end of the Agreement Term, unless otherwise specifically provided within this Agreement.

8. Disbursement of Certain Funds: Funds for construction activities under this Agreement will not be disbursed to Grant Recipient until all requirements identified as Group B in the TxCDBG Project Implementation Manual, Section 2.2, have been satisfied. These requirements must be satisfactorily completed no later than twelve (12) months after the Agreement start date. In accordance with Sections 17 and 18 of Exhibit C, the Department may terminate this Agreement immediately if these special conditions are not met by the date identified in the Project Schedule above as Group B Forms Required to be Complete.

9. Grant Recipient shall receive and maintain a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this Agreement. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to Contractor.

Grant Recipient shall provide the Department upon request a copy of all the electronic files and other data received, including the original vector data, and all documentation in electronic format in a file format determined by the Department.

**Exhibit B****Budget****A. Approved Budget**

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40""Vjg"Frctv o gpv"oc{"tgswktg"co qtg"fgvckngf"dwf i gv"dtgcmf q y p"vjcp"vjg"qpg"eqpvckpgf"jgtgp."cpf" I tcpv" Tgekrkgpv"ujcmn"rtqxkfg"uwej"uwr r n g o gpvct{"dwf i gv"kphqto cvkqp"kp"cvk o gn{"hcu j kqp"kp"vjg"hqt o "cpf"eqpvgpv"rtguetkdg" d{"vjg"Frctv o gpv0"""

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HUD Activity	Awarded Amount
03J	\$270,000.00
Engineering	\$45,000.00
Admin	\$35,000.00
<b>Total Grant Awarded</b>	<b>\$350,000.00</b>
<b>Committed as Match</b>	<b>\$52,500.00</b>
<b>Match Ratio</b>	<b>15.00%</b>

**B. Rtg/Cy ctf"Eqvu"**

The Department may reimburse allowable administrative and engineering expenditures made by Grantee prior vq"vjg"ghhgevkxg"fcvg"qh"vjg"C i tgg o gpv"kh"kpewttgf"chvgt"5/3/2021."cpf"kh" I tcpv"eq o r n k g f"yvj"cmn"tgswktg o gpvu" hqt"vjg"tgngcug"qh"uwej"hwpu0"

**Exhibit C****General Terms and Conditions of Federal Grant****SECTION 1. COMPLIANCE WITH APPLICABLE LAWS**

Grant Recipient agrees to administer the award and carry out the Project in compliance with all of the obligations described in this Agreement and shall ensure that the Project is financed, constructed, operated and maintained in accordance with all federal, state and local laws, ordinances, regulations, and published program guidance/Project Implementation Manual that are in any manner applicable to the activities performed by Grant Recipient under this award, its agents, employees, subgrantees, contractors and subcontractors pursuant to this Agreement. Failure to comply with such laws, ordinances, regulations and guidance shall be grounds for termination of this Agreement for cause.

**SECTION 2. AVAILABILITY OF FUNDS**

Grant Recipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the actual receipt by the Department of funds appropriated to the Department by the State Legislature from State and/or Federal revenue or such other funds as may be provided by the State or Federal government. The failure of the Department to make any payment under this Agreement or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the Agreement by the Department or an event of default under the Agreement and the Department shall not be held liable for any breach of the Agreement because of the absence of funds.

**SECTION 3. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND ACCOUNTING STANDARDS**

Grant Recipient shall comply with, to the extent applicable, the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), and the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts pursuant to the Uniform Grant and Contract Management Act (Tex. Gov't. Code Chapter 783). Grant Recipient agrees to adhere to the administrative requirements, accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred under the award.

**SECTION 4. METHOD OF PAYMENT**

A. Funds will be disbursed for actual eligible costs incurred by Grant Recipient in connection with this Agreement. Determination of allowable costs shall be made in accordance with applicable government-wide cost principles under 2 CFR 200 Subpart E, the TxGMS, this Agreement, and the provisions of such regulations and procedures as the Department may prescribe.

B. Payment requests shall be submitted to the Department in the manner and on the form required by the Department. Payment shall be made on an eligible cost reimbursement basis only and in such amounts and increments approved by the Department for various phases of work following submission by Grant Recipient of a proper request for payment, including applicable, accurate and complete supporting documentation that substantiates the payment request in accordance with the Performance Plan and the Project Budget.

C. The Department shall pay to Grant Recipient funds available under this Agreement based upon information submitted by Grant Recipient for allowable costs permitted under the Agreement and consistent with the Project Budget. The Department will notify Grant Recipient if there are concerns about the project and shall not make disbursement of any such payment until the issues of concern are resolved and the Department has reviewed and approved such payment request. The Department may deny a payment request if the Department determines that the request is not supported by sufficient documentation.

D. The Department will not reimburse Grant Recipient for any costs incurred either prior to the effective date of the Agreement or after the termination or expiration date of the Agreement, unless otherwise stated herein or agreed to in writing by the Department.

E. The Department will not make final payment to Grant Recipient until all reports, unexpended program income and other deliverables required under the Agreement have been submitted to the Department in acceptable form.

## **SECTION 5. MATCHING AND COST SHARING REQUIREMENTS**

Grant Recipient shall demonstrate to the satisfaction of the Department that it has complied with all matching and cost sharing requirements, if any, of this Agreement. Requests for reimbursement will only be paid after Grant Recipient provides documented minimum expenditure of matching funds in an amount proportionate to the reimbursement request.

## **SECTION 6. FINANCIAL MANAGEMENT**

A. Grant Recipient shall maintain a financial management system that meets the standards for fund control and accountability as established in 2 CFR 200 Subpart D, the TxGMS and this Agreement, as applicable, and that will facilitate an effective audit in accordance with the Single Audit Act of 1984, as amended (31 U.S.C. 7501-7507). Grant Recipient agrees to keep all project accounts and records that fully disclose the amount and disposition by Grant Recipient of the proceeds of the award, the total cost of the project in connection with which the award is given or used, the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the Project. Grant Recipient's failure to comply with these requirements may result in termination of the award.

B. Grant Recipient shall maintain a financial management system that provides:

- (1) Accurate, current and complete disclosure of all financial activities related to this Agreement, in accordance with Generally Accepted Accounting Principles;
- (2) Records that clearly identify the source and application of all funds used for the purposes described in the approved grant application, attached hereto and made a part hereof which is part of the Agreement. These records shall, at a minimum, contain information pertaining to Agreement awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and program income;

(3) Ghhgevkxg"kpvgtpcn"cpf"ceeqwpvki"eqpvtqnu"qxgt"cmn"hwpfu."rtqrgtv{."cpf"qvjgt"cuugvu0"" I tcpv"Txgekrkgpv" shall have in place a system for safeguarding all such assets and shall assure that they are used solely hqt"cwvjqtk|gf"rwtrqugu="cpf"

(4) Ceeqwpvki"tgeqtfu"vjcv"ctg"uwr rqtvgf" d{"uqwteg"fqew o gpvcvkqp0"

C. Grant Recipient shall ensure that the funds provided by the Department to Grant Recipient under this Agreement are not misappropriated or misdirected to any other account, need, project, line-item, or unrelated activity.

## **SECTION 7. PROCUREMENT STANDARDS**

Grant Recipient shall procure property, supplies, equipment, and services with funds provided under this Agreement in a manner consistent with (1) current program policy, (2) federal, state and local laws, (3) 2 CFR 200 Subpart D, and (4) the TxGMS, as applicable. The Department assumes no responsibility for contractual and administrative matters associated with Grant Recipient's procurement of such property, supplies, equipment, and services. No provider of property, supplies, equipment, and services to Grant Recipient shall be deemed a third-party beneficiary of this Agreement.

## **SECTION 8. PROPERTY MANAGEMENT STANDARDS**

Grant Recipient shall use and dispose of property in a manner consistent with 2 CFR 200 Subpart D and TxGMS, as applicable, if such property has been furnished by the Department or acquired or improved in whole or in part with federal or state funds or if the cost of such property was charged to a project supported by federal or state funds.

## **SECTION 9. REPORTING REQUIREMENTS**

A. Grant Recipient shall submit timely, complete, and accurate progress/performance/financial reports in the manner and form specified by the Department. These reports shall be submitted to the Department on a periodic basis, as prescribed in the Specific Award Conditions (Exhibit A).

B. Agreement obligations will remain in force until all final reports are reviewed and approved by the Department. The final report shall include a comparison of actual expenditures with the budget line items shown in the Project Budget.

C. Extensions to the reporting due dates prescribed in the Specific Award Conditions may be granted by the Department upon receipt of a written request from Grant Recipient.

D. If reports are not submitted by Grant Recipient as required, the Department may, in its sole discretion, withhold payments under this Agreement or any other grant agreement entered into between the Department and Grant Recipient, terminate this award, or initiate other remedies for noncompliance as appropriate and permitted under this Agreement, 2 CFR 200 Subpart D or the TxGMS.

## **SECTION 10. RECORD RETENTION**

A. Grant Recipient shall maintain and retain all financial and statistical records, performance records, supporting documents, and all other records related, in any way, to this Agreement and award for a period of three (3) years from closeout of the grant from the federal awarding agency to the Department. If any litigation, claim, audit, administrative review or other action is initiated before the expiration of the record retention period, all records and supporting documents shall be retained until all issues and matters are resolved and final action taken.

B. The preceding record retention requirement is subject to the following exception: Records pertaining to nonexpendable property acquired with award funds shall be retained for three years after final disposition of such property.

C. The Department reserves the right to direct Grant Recipient to retain documents for a longer period of time or transfer certain records to Department custody when it is determined the records possess longer term retention value.

D. Grant Recipient shall include the substance of this Section in all subawards and subcontracts.

## **SECTION 11. INSPECTIONS AND MONITORING**

A. Grant Recipient shall monitor the performance of all activities undertaken pursuant to this Agreement to assure that time schedules are being met, projected work and tasks are being accomplished and other performance goals are being achieved. Grant Recipient is accountable to the Department for the use of the funds provided and shall assure the award is administered in compliance with applicable requirements. Responsibilities include the accounting of receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.

B. Grant Recipient agrees to notify the Department in writing of any circumstances or conditions that may negatively affect or are negatively affecting program objectives or performance as soon as they are known. These conditions include but are not limited to circumstances and problems that prevent the meeting of time schedules and goals or preclude the attainment of project work within established time periods. In its notification, Grant Recipient shall include a statement of the action taken or contemplated by Grant Recipient to correct the problems and the time frame within which corrective action will be taken.

C. Grant Recipient's progress will be monitored periodically by the Department to ensure that the Project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

D. The Department may, at any time, require that Grant Recipient provide such other information as is deemed necessary by the Department to enable it to fully monitor the Agreement and award.

E. The Department may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits, inspections or monitoring reviews. The Department may require Grant Recipient to take timely and appropriate action on all deficiencies pertaining to the award detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this Agreement, the Department may impose additional conditions on the use of funds to ensure future compliance. Failure of Grant Recipient to take timely and appropriate action on all deficiencies may result in the withholding or suspension of funds under the Agreement, termination of the award, or any other remedy which may be available to the Department.

F. Grant Recipient understands and agrees that it shall repay funds disbursed to Grant Recipient under this Agreement for disallowed costs identified through audits, inspections or monitoring reviews, and the repayment of such disallowed costs shall be paid by Grant Recipient from non-grant funds. Disallowed costs are those charges determined to not be allowed in accordance with the applicable cost principles or other conditions contained in this Agreement.

## **SECTION 12. AUDITS, INVESTIGATIONS AND ACCESS TO RECORDS**

A. Grant Recipient agrees to make available to the Department, any federal agency whose funds are expended in the course of this Agreement, the State Auditor's Office, any other appropriate unit or agency of the State or Federal government, and any of their duly authorized representatives, for purposes of audit and examination, all accounting records, books, documents, files and other papers that are pertinent to the award as may be necessary to facility the review and audit of Grant Recipient's operations, administration, receipt and use of funds under this award. Such authority to audit and right to access shall continue as long as the records are retained by Grant Recipient. Grant Recipient agrees to cooperate fully with such agencies in the conduct of the audit or investigation. Grant Recipient shall ensure that the substance of this clause concerning the authority to audit funds and the requirement to cooperate is included in all subawards and contracts it awards.

B. When reasonable and practical to do so, the Department shall provide prior notice of all visits entailing inspections, audits and other reviews. However, the Department retains the right to make unannounced visits, inspections and audits as deemed necessary.

C. All audit reports shall be promptly delivered to Grant Recipient for review. Grant Recipient shall cooperate with the Department to assure timely and appropriate resolution of audit findings and recommendations.

D. When audits disclose overpayments to Grant Recipient, the Department may, at its option, either require Grant Recipient to repay the overpayment or deduct the amount of overpayment from monies due the Grant Recipient under the Agreement. Any overpayments not repaid through actual repayment or by deduction within thirty (30) days of notice to Grant Recipient shall be charged simple interest at ten percent (10%) per annum. The thirty (30) day notice of repayment or deduction shall commence upon sending, either by United States postal service or electronic mail, of written notice to Grant Recipient.

## **SECTION 13. AUDIT REQUIREMENTS**

A. If Grant Recipient expends \$750,000 or more during its fiscal year in federal awards, Grant Recipient must have a single or program-specific audit conducted for that year in accordance with applicable federal laws and regulations, including 2 CFR Part 200, Subpart F.

B. All audits shall be conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

C. If Grant Recipient has a financial audit performed during the term of this Agreement, Grant Recipient shall provide to the Department, upon request, information about the audit or information regarding where the audit report can be publicly viewed, including the audit transmittal letter, management letter, and any schedules in which award funds are included.

D. Failure to comply with audit requirements may adversely affect this award, other grant agreements between Grant Recipient and the Department, and future awards to Grant Recipient.

## **SECTION 14. MODIFICATIONS AND AMENDMENTS**

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by amendment in writing and executed by the parties to the Agreement.

B. Amendments will generally be required when any of the following are anticipated: (1) a change to the scope, location, or objectives of the Project, including purpose or beneficiaries; (2) revision to the Project Budget, including budget category expenditure variances and transfer of expenditures to an unbudgeted line item; and (3) a need to extend the availability of Grant funds or Performance Period.

C. A request for modification or amendment to the Agreement shall be submitted to the Department in writing, including an explanation or justification for the request, no later than thirty (30) days prior to the end of the agreement term. A request for an extension must be supported by documentation of extenuating or unforeseeable circumstances beyond Grant Recipient's control which prevented completion of the Project within the agreement term and include a revised performance plan and schedule showing when major milestones will be completed for each activity. Requests may be submitted to the Department for approval less than thirty (30) days prior to the end of the agreement term but only for good cause as determined by the Department based on the justification submitted with the request.

D. Such amendments shall not invalidate the Agreement, nor relieve or release the Department or Grant Recipient from its obligations under the Agreement except as specifically set out therein.

E. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal or State laws or regulations are automatically incorporated into this Agreement without written amendment and shall become effective on the date designated by such law or regulation.

## **SECTION 15. INDEMNIFICATION**

A. To the extent allowed by law and the Constitution of the State of Texas, Grant Recipient and the Department shall each be responsible for the acts or omissions of their respective agents and employees.

B. Grant Recipient shall, to the extent allowed by law and the Constitution of the State of Texas, indemnify and hold harmless the Department, its officers, agents, employees and representatives from any and all liability, actions, claims, demands or suits, and all related costs, attorney fees and expenses arising out of or related to (1) the work, services, or materials provided under this Agreement; (2) any failure of Grant Recipient to perform its obligations under this Agreement; or (3) any improper or deficient performance of such contractual obligations. The Department shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this Agreement.

C. This Section shall survive the expiration or termination of the Agreement.

## **SECTION 16. AWARD CLOSEOUT**

A. Closeout of the award shall be based upon a determination that all applicable administrative actions and all required Project-related activities have been completed in accordance with the terms of this Agreement and all applicable laws and regulations.

B. Upon the Department's review of all financial, performance, and other reports required, the Department may make upward or downward adjustments to the allowable costs, within the limits of the Grant Amount, on the basis of the information contained in the reports.

C. Whether or not audits were conducted during the agreement term, a final financial and compliance audit may be initiated up to three years after the agreement completion date beginning with the date Grant Recipient submits the final reports.

D. Any award funds not expended by Grant Recipient in conjunction with the Project prior to the end of the Agreement Term, including any authorized extensions, shall be forfeited.

## **SECTION 17. SUSPENSION AND TERMINATION**

A. Termination for Cause: If the Department determines that Grant Recipient has committed a material breach or default of any covenant, warranty, obligation or agreement under this Agreement, failed to fulfill or perform any obligation under this Agreement, or failed to comply with any of the terms or conditions of this Agreement, in whole or in part, and such breach, default or failure is not cured within fourteen (14) days after the Department's notice or such longer period as the Department may specify in such notice, the Department may place Grant Recipient in default status and take any or all of the following actions:

- (1) Suspend activities under the Agreement upon thirty (30) days advance written notice by the Fgrctv o gpv"cpf" y kj j qnf"htv j gt"rc{ o gpvul"V j g"pqvkeg"qh"uwurgpukqp"uj cm"uvcvg"vj g"tgcuqp"hqt"vj g" action, the effective date of the suspension, the corrective action that must be taken and the time rgtkqf"fwtkpi" y jkej"vj g"eqttgevkxg"cevkqp" o wuv"dg"ceeq o rnkujgf0"
- (2) Terminate the Agreement for cause, in whole or in part, upon thirty (30) days advance written notice d{"vj g"Frctv o gpvul"V j g"Pkvkeg"qh"Vgt o kpcvkqp"uj cm"uvcvg"vj g"tgcuqp"hqt"vj g"cevkqp."vj g"ghhgevkxg"fcvg"qh"vj g"vgt o kpcvkqp"cpf"vj g"enqugqww"rtqegfwtgu"vq"dg"hqnnq y gf0"Cu"qh"vj g"ghhgevkxg"fcvg"qh" c" termination for cause, Grant Recipient shall immediately cease incurring additional obligations of c y ct f"hwpu0" I tcpv"Tgekrkgpv"uj cm"j cxg"pq"tki j"vq"wvknk|g"c y ct f"hwpu"vq"rc{ "cp{ "equvu"kpewttgf" chvgt"vj g"ghhgevkxg"fcvg"qh"c"vgt o kpcvkqp"hqt"ecwug0"

- (3) Terminate the Agreement for cause, in whole or in part, immediately effective upon notice, whenever the Department determines that Grant Recipient has jeopardized the safety and welfare of the public, materially failed to comply with the terms and conditions of the Agreement, or whenever the fiscal or financial resources of the Grant Recipient are exhausted. The Grant Recipient shall state the reason for the action, the effective date of the termination and closeout, and the right to utilize award funds to pay any costs incurred after the effective date of the termination.
- (4) Invoke any other remedy or remedies that may be legally available.

**B. Termination for Convenience:** Either party may terminate this Agreement at any time for convenience by providing a written notice to the other party at least thirty (30) days in advance of the intended date of termination.

**C. Mutual Termination:** This Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.

**D. Effect of Termination:** Upon receiving a notice of termination of this Agreement, Grant Recipient shall immediately cease all activities under this Agreement unless the Department expressly directs otherwise. Each party shall be released from all obligations to the other party arising after the date of the termination or expiration, except for those that by their terms survive such termination or expiration.

## **SECTION 18. CORRECTIVE ACTIONS/REMEDIES FOR NONCOMPLIANCE**

**A.** In addition to any other rights or remedies available at law or in equity, if Grant Recipient fails to comply with any term, condition, requirement, or provision of this Agreement, in whole or in part, the Department may take one or more of the following actions:

- (1) Temporarily withhold payment of funds pending correction of the default by Grant Recipient;
- (2) Disallow all or part of the cost of the noncompliant activity or action and reduce the Grant Award by such amount;
- (3) Wholly or partially suspend or terminate the award and this Agreement as provided in this Agreement;
- (4) Withhold further awards to Grant Recipient;
- (5) Require Grant Recipient to repay award funds that the Department determines were not expended in compliance with this Agreement or any applicable statutes or regulations;
- (6) Impose an administrative penalty which results in a reduction of the budget line item for grant administration; or
- (7) Invoke any other remedy or remedies that may be legally available.

**B. Failure to comply with any terms of this Agreement include, but are not limited to, the following:**

- (1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and guidelines, policies or directives as may become applicable at any time;
- (2) Failure, for any reason, of Grant Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
- (3) Ineffective or improper use of funds provided under this Agreement; or

(4) Submission by Grant Recipient to the Department reports that are incorrect or incomplete in any material respect.

C. The Department reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grant Recipient to cure if:

- (1) award funds are misused;
- (2) Grant Recipient commits fraud through intentional, reckless or grossly negligent conduct; or
- (3) Grant Recipient knowingly made any false statements or misrepresentations in the Application or any certification, report or other information submitted to the Department under this Agreement.

D. In the case of a cancellation, suspension or termination, monies already received by Grant Recipient under this Agreement may be owed back to the Department and the Department may also declare Grant Recipient ineligible to receive any further awards until the entire obligation has been repaid to the Department.

## **SECTION 19. ASSIGNABILITY OF AGREEMENT, SUCCESSORS IN INTEREST**

A. Grant Recipient shall not assign or transfer this Agreement, or any part thereof, without prior written consent of the Department. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by the Department. No approval by the Department of any assignment or transfer shall be deemed to create any obligation of the Department in addition to those set forth in this Agreement.

B. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective representatives, successors and permitted assigns.

## **SECTION 20. SUBAWARDS/SUBCONTRACTS**

A. Approvals: Whenever Grant Recipient intends to subcontract any work or services under this Agreement, Grant Recipient shall not enter into any contracts with any agency or individual in the performance of this Agreement without the written consent of the Department prior to the execution of such contract. It is understood that consent of the Department to subcontract in no way relieves Grant Recipient of any of its duties or obligations under this Agreement nor precludes the Department from taking any action which may be available to it under this Agreement or otherwise in law.

B. Monitoring: Grant Recipient shall monitor all work and services on a regular basis to assure they are carried out in accordance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

C. Content: With any subgrantee or subcontractor, Grant Recipient must have a written contract that complies with applicable requirements and regulations. All work or services covered under this Agreement which is contracted by Grant Recipient shall be subject to all provisions of this Agreement. Grant Recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

D. Selection Process: Grant Recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be maintained in Grant Recipient's files along with documentation concerning the selection process and made available upon request.

## **SECTION 21. COPYRIGHTS**

Grant Recipient may exercise its rights to ownership of materials developed during the course of a grant-supported project by copyrighting the materials. However, Grant Recipient (and all subgrantees) must grant to the Department and to the federal agency providing the funds (as applicable), for governmental purposes, a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use these materials and to authorize others to do so. This license to the Department covers any and all materials developed under the grant agreement (deliverables). The license to the Department does not preclude Grant Recipient from exercising its right of ownership of the materials, or to prevent Grant Recipient from selling or licensing the materials. If the materials are to be licensed or sold by Grant Recipient, then the net proceeds constitute program income as defined, and the funds must be treated accordingly.

## **SECTION 22. INDEPENDENT CONTRACTOR**

Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between Grant Recipient and the Department. Grant Recipient shall at all times remain an "independent contractor" with respect to the work and services to be performed under this Agreement.

## **SECTION 23. CONFLICT OF INTEREST**

A. In the administration of the award, the performance of activities under the Agreement, and the procurement of supplies, equipment, construction and services, Grant Recipient shall comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules and policies, including 2 CFR 200.317-200.319 and Chapter 176 of the Texas Local Government Code. If circumstances arise during the course of the Agreement that constitute a conflict of interest, actual or potential, or reasonably creates an appearance of impropriety, Grant Recipient shall promptly notify the Department.

B. Grant Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts/agreements supported by award funds, which includes the following:

- (1) No employee, officer or agent of Grant Recipient shall participate in the selection, or in the award, or administration of, a contract/agreement supported by award funds if a conflict of interest, real or apparent, would be involved.
- (2) Grant Recipient shall not assign an employee to the Project if the employee:
  - a. owns an interest in or is an officer or employee of a third-party business entity that has or may have an agreement with Grant Recipient relating to the project;
  - b. has a direct or indirect financial interest in the outcome of the project; or
  - c. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project.

(3) Grant Recipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest, or personal gain.

C. Grant Recipient shall include in all subawards and subcontracts any necessary provisions to eliminate or neutralize conflicts of interest.

## **SECTION 24. SEVERABILITY**

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.

## **SECTION 25. PUBLIC/CONFIDENTIAL INFORMATION**

A. Public Information: Grant Recipient understands that the Department will comply with the Texas Public Information Act, Chapter 552 of the Texas Government Code \*öPIAö+0"Information, documentation, and other material in connection with this Agreement and award may be subject to public disclosure pursuant to the PIA. Grant Recipient is required to make any information created or exchanged with the Department pursuant to this Agreement, and not otherwise excepted from disclosure under the PIA, available in a format that is accessible by the public.

B. Client Data and Other Sensitive Information: Grant Recipient is required to maintain data demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided. Grant Recipient must comply with 2 CFR 200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.1, and other information Grant Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

## **SECTION 26. WAIVER**

The parties expressly agree that no provision of the award or Agreement is in any way intended to constitute a waiver by the Department or the State of Texas of any immunities from suit or from liability that the Department or the State of Texas may have by operation of law. Any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under the Agreement or under any provision of law, nor shall any action taken by the Department in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. The Department's failure to act with respect to a breach by Grant Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Department to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

## **SECTION 27. GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

## **SECTION 28. ORAL AND WRITTEN AGREEMENTS**

All oral and written agreements between the parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

## **SECTION 29. EFFECTIVE DATE**

This contract is not effective unless signed by the Commissioner of the Department or by his authorized designee.

**Exhibit D****Certifications and Assurances ó"CDBG Grant**

By signature hereon, Grant Recipient hereby certifies and assures, with respect to this award and performing its responsibilities under this Agreement, that it will comply with all applicable laws, regulations, executive orders, policies, guidelines and requirements.

1. **LEGAL AUTHORITY** ó"Grant Recipient represents that it possesses legal authority to enter into the agreement, including all understandings and assurances contained therein. A resolution, motion or other similar action has been duly adopted or passed as an official act of Grant Recipient's governing body, directing and authorizing the person identified as the official representative, or the designee of Grant Recipient, to act in connection with the agreement, to provide such additional information as may be required, to sign and execute the agreement on behalf of Grant Recipient, and to validly and legally bind Grant Recipient to all of its terms, performances, and provisions.
2. **AFFIRMATIVELY FURTHER FAIR HOUSING** ó"Grant Recipient certifies that it will comply with the Fair Housing Act, as amended (42 U.S.C. 3601 et seq.), and implementing regulations at 24 CFR Part 100, and that it will affirmatively further fair housing as specified by the Department.
3. **ANTI-LOBBYING** ó"Grant Recipient certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this agreement or grant. If non-federal funds are used by Grant Recipient to conduct such lobbying activities, Grant Recipient shall promptly file the prescribed disclosure hqt o "Kp"ceeqtfcpegykvj"53"W0U0E0"È"3574\*d+\*7+. I tcpv" Tgekrkgpv" cempqyngfigu"cpf'cittgu"vjcvt"kv"ku" responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.
4. **CHILD SUPPORT PAYMENTS** ó"Grant Recipient represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and subcontractors to certify accordingly: óUnder Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.ó"
5. **CITIZEN PARTICIPATION** ó"Grant Recipient certifies it is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.
6. **CLEAN AIR AND WATER POLLUTION CONTROL** ó"Grant Recipient represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Regional Office of the Environmental Protection Agency (EPA).

7. CONSERVATION ó"Grant Recipient represents and warrants that it will comply with the Wild and Scenic Tkxgtu"Ce"qh"3;8:"\*38"W0U0E0"È"3493"gv"ugs0+.tgncvgf"vq"rtqvgewkp i"eq o rqpgrvu"qt"rqpgrvkc"eq o rqpgrvu"qh"vjg" national wild and scenic river system.

8. CONTRACT OVERSIGHT ó"Grant Recipient represents and warrants that it will maintain oversight to ensure that all terms, conditions, and requirements of the agreement, including these certifications and assurances, are met and that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

9. COMPLIANCE WITH LAWS, RULES AND REQUIREMENTS ó"Grant Recipient represents and warrants that it will comply, and assure the compliance of all its subrecipients and contractors, with all award requirements imposed by applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grant Recipient represents and warrants that it will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grant Recipient, the more restrictive requirement applies.

10. CYBERSECURITY TRAINING (Local Government System) ó"Grant Recipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

11. DEBARMENT AND SUSPENSION ó"Grant Recipient certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the United States General Services Administration.

12. DISCLOSURE OF VIOLATIONS OF FEDERAL CRIMINAL LAW ó"Grant Recipient represents and warrants its compliance with 2 CFR 200.113, which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity violations potentially affecting the award and the reporting of certain civil, criminal, or administrative proceedings to SAM.

13. DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS ó"Grant Recipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code, relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

14. DISCRIMINATION PROHIBITED ó"In accordance with Section 2105.004 of the Texas Government Code, Grant Recipient represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

15. DISPLACED PERSONS ó"Grant Recipient certifies that it will minimize displacement of persons as a result of activities performed under this award and that it will comply with requirements of the provisions of vjg"WPkhqt o "Tgnqecvkqp"Cuukuvcppeg"cpf" Tgcn"Rtqrgtv{"Ceswkukvqp"Rqnkekgu"Ce"64"W0U0E0"È"6823"/"6877+"cpf" implementing regulations at 49 CFR Part 24 and 24 CFR Part 42 Subpart A, which provide for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs. Grant Recipient further certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with grant funds.

16. DISPUTE RESOLUTION ö"The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

17. DRUG-FREE WORKPLACE ö"Grant Recipient represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 and maintain a drug-free work environment.

18. ENVIRONMENTAL STANDARDS ö"Grant Recipient certifies it will comply with environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et seq.) and related Federal authorities, including notification of violating facilities pursuant to Executive Order 11738.

19. EQUAL EMPLOYMENT OPPORTUNITY ö"Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of öfederally assisted construction contractö in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, öEqual Employment Opportunity,ö as amended by Executive Order 11375, öAmending Executive Order 11246 Relating to Equal Employment Opportunity,ö and implementing regulations at 41 CFR part 60, öOffice of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.ö" Grant Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the U.S. Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with federal funds pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any program involving such grant, contract, loan, insurance, or guarantee, the equal opportunity clause provided under 41 CFR 60-1.4(b).

20. EXCESSIVE FORCE ö"It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

21. EXCLUDED PARTIES ö"Grant Recipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, öBlocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,ö published by the United States Department of the Treasury, Office of Foreign Assets Control.

22. FAIR LABOR STANDARDS ö"Grant Recipient certifies that it will comply with the minimum wage and oczkowo "jqwtu" rtqxukqpu "qh" vjg "Hgfgtcn" Hckt "Ncdqt" Uvcpfctfu "Cev" \*4; "W0U0E0" ÈÈ"423" / "43; +"cpf" vjg" Intergovernmental Personnel Act of 1970, as applicable.

23. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ö"Grant Recipient represents and warrants that it will comply with the Federal Funding Accountability and Transparency Act requiring recipients and subrecipients of federal financial assistance to obtain a Data Universal Numbering System (DUNS) number and will report the DUNS number to the grantor as a condition of receiving a federal grant or award. Furthermore, Grant Recipient must be registered in the federal SAM and continue to maintain an active SAM registration with current information at all times during which the term of this award is in effect. Furthermore, no contract, award, subgrant will be made by Grant Recipient to another party if said party is listed in the Excluded Parties List System in the federal SAM.

24. FLOOD INSURANCE ó"Grant Recipient represents and warrants that it will comply with the flood kpuwtcpég"rwtej cug"tgswktg o gpvu"qh"Ugevkqp"324\*c+"qh"vjg"Hnqqf"Flucuvgt"Rtqvgévkqp"Cev"\*64"W0U0E0"È"6223"gv" seq), which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

25. HISTORIC PRESERVATION ó"Grant Recipient assures compliance with Section 106 of the National J kuvqtke"Rtgugtxcvkqp"Cev"qh"3;88."cu"co gpfgf"38"WUE"È692h+.Gzgewkxg"Qtfgt"337;5."cpf"vjg"Ctejgqñqikecn" cpf" J kuvqtkecn"Rtgugtxcvkqp"Cev"qh"3;96"76"WUE"ÈÈ"534723"/"53472:+0"

26. LEAD-BASED PAINT ó"Grant Recipient represents and warrants that it will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures, and the implementing regulations at 24 CFR Part 35.

27. NONDISCRIMINATION ó"Grant Recipient certifies that it will comply with all state and federal statutes relating to nondiscrimination, including the following:

- g The Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.)
- g Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
- g The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)
- g The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)

28. OPEN MEETINGS ó"If Grant Recipient is a governmental entity, Grant Recipient represents and warrants that it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

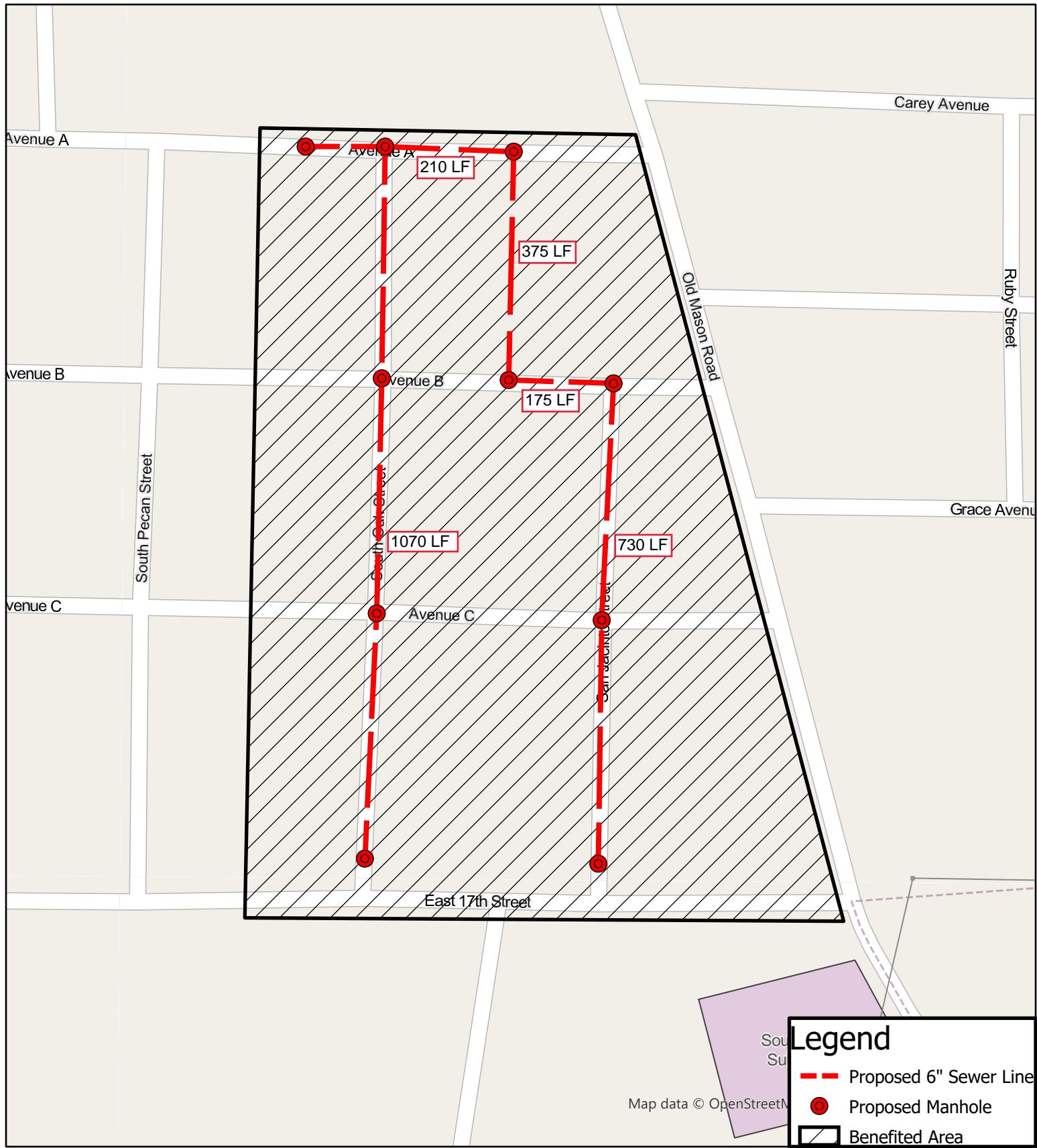
29. POLITICAL ACTIVITY ó"Grant Recipient certifies that it will comply with provisions of federal law which limit certain political activities of employees whose principal employment is in connection with an activity financed in whole or in part by federal funds (5"W0U0E0"È"1501 et seq.).

30. REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT ó"Grant Recipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

31. SECTION 3 ó"Grant Recipient certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 CFR Part 75, which require that employment and other economic opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

32. **SPECIAL ASSESSMENTS** ó"Grant Recipient represents and warrants that it will not attempt to recover any capital costs of public improvements assisted in whole or part with grant funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (a) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from other revenue sources; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the jurisdiction certifies that it lacks sufficient grant funds to comply with the requirements of subclause (a).

Failure to comply with applicable assurances may result in the withholding or suspension of funds, termination of the award, or other available remedies, and Grant Recipient may be ineligible for future awards if the Department determines that any of the following has occurred: (1) Grant Recipient has made false certification, or (2) Grant Recipient violated the certification by failing to carry out the requirements as noted above.



**City of Brady  
Sewer System Improvements  
TX 2021/22 TDA - CDBG Application  
Project Map**



0 100 200 300 400  
Feet



# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	05/17/2022	<b>AGENDA ITEM</b>	7.B						
<b>AGENDA SUBJECT:</b> Discussion, consideration, and possible action to approve Resolution 2022-013 regarding Civil Rights and City of Brady adoption of certain federal procedures and obligations as it pertains to and to extent of the acceptance of funds from Texas Department of Agriculture (TDA) pertaining to the Texas Community Development Block Grant (TxCDBG) agreement number CDV21-0068.									
<b>PREPARED BY:</b>	S.Miller	<b>Date Submitted</b>	05/10/2022						
<b>EXHIBITS:</b> <ul style="list-style-type: none"> <li>1. Resolution 2022-013 – Civil Rights (Form A1014)</li> <li>2. Citizen Participation Plan and Grievance Procedures (Form A1013);</li> <li>3. Excessive Force Policy (Form A1003);</li> <li>4. Section 504 Policy and Grievance Procedures (Form A1004);</li> <li>5. Code of Conduct Policy;</li> <li>6. Fair Housing Policy (Form 1015);</li> </ul>									
<b>BUDGETARY IMPACT:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; padding: 5px;"><b>Required Expenditure:</b></td> <td style="width: 25%; padding: 5px; text-align: right;">\$00.00</td> </tr> <tr> <td style="padding: 5px;"><b>Amount Budgeted:</b></td> <td style="padding: 5px; text-align: right;">\$00.00</td> </tr> <tr> <td style="padding: 5px;"><b>Appropriation Required:</b></td> <td style="padding: 5px; text-align: right;">\$00.00</td> </tr> </table>				<b>Required Expenditure:</b>	\$00.00	<b>Amount Budgeted:</b>	\$00.00	<b>Appropriation Required:</b>	\$00.00
<b>Required Expenditure:</b>	\$00.00								
<b>Amount Budgeted:</b>	\$00.00								
<b>Appropriation Required:</b>	\$00.00								
<b>CITY MANAGER APPROVAL:</b>									
<b>SUMMARY:</b> <p>Texas Department of Agriculture (TDA) by participation in federal funds and subsequent award of TxCDBG program funds to City of Brady, adheres to federal guidelines for award of grant funds to eligible recipients for a community improvement project upgrading a sewer collection main to better serve residents and citizens especially along South Oak Street and San Jacinto Street for a new 6" in. sewer main installation and service line renewals.</p> <p>The attached resolution and various required forms (Exhibits) describe certain obligations and duties of federal program funds.</p>									
<b>RECOMMENDED ACTION:</b> <p>It is recommended City Council approve Resolution 2022-013 to acknowledge obligations and duties assigned to certain TxCDBG grant funds from TDA.</p>									

**Resolution 2022-013****The City of Brady, Texas**

**WHEREAS**, the City of Brady, Texas, (hereinafter referred to as "City of Brady") has been awarded TxCDBG funding through a TxCDBG grant from the Texas Department of Agriculture (hereinafter referred to as "TDA");

**WHEREAS**, City of Brady, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability; and

**WHEREAS**, City of Brady, in consideration for the receipt and acceptance of federal funding for the Contract, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections; and

**WHEREAS**, The City of Brady, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 75, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the TxCDBG project area;

**WHEREAS**, The City of Brady, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

**WHEREAS**, The City of Brady, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each TxCDBG project;

**WHEREAS**, The City of Brady, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds;

**WHEREAS**, the The City of Brady, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period to affirmatively further fair housing; and

**WHEREAS**, The City of Brady, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

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

1. Citizen Participation Plan and Grievance Procedures (Form A1013);
2. Excessive Force Policy (Form A1003);
3. Section 504 Policy and Grievance Procedures (Form A1004);
4. Code of Conduct Policy (Form A1002), and
5. Fair Housing Policy (Form 1015).

The City of Brady affirms its commitment to conduct a project-specific analysis and take all appropriate action necessary to comply with program requirements for the following:

6. Section 3 economic opportunity; and
7. Limited English Proficiency; and
8. Affirmatively Further Fair Housing

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Signature

Anthony Groves, Mayor  
Name, Title

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Date

**CITY OF BRADY  
CITIZEN PARTICIPATION PLAN  
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

*Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:*

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the TxCDBG project, such citizens should have “meaningful access” to all aspects of the TxCDBG project. To provide ‘meaningful access’, Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents include Citizen Participation notices (e.g. complaint procedures, hearing notices) civil rights notices, and any other published notice that may allow an eligible person with limited English proficiency to participate in discussing proposed CDBG activities.

For more information, see LEP.gov.

**COMPLAINT PROCEDURES**

These complaint procedures comply with the requirements of the Texas Department of Agriculture’s Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at The City of Brady offices, 201 E. Main St, Brady, TX 76825, during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the TxCDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the City Manager, at City of Brady at 201 E. Main St or PO Box 351, Brady TX 76825, or may call (325) 597-2152.
2. A copy of the complaint or grievance shall be transmitted by the City Manager to the entity that is the subject of the complaint or grievance and to the City of Brady Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The City Manager shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3. above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.

6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

#### **TECHNICAL ASSISTANCE**

When requested, the City of Brady shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of TxCDBG funds. The City of Brady, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

#### **PUBLIC HEARING PROVISIONS**

For each public hearing scheduled and conducted by the City of Brady, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and The City of Brady must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing held prior to the submission of a TxCDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City of Brady shall comply with the following citizen participation requirements for the preparation and submission of an application for a TxCDBG project:

1. At a minimum, the City of Brady shall hold at least one (1) public hearing prior to submitting the application to the Texas Department of Agriculture.
2. The City of Brady shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.
4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City of Brady must comply with the following citizen participation requirements if in the event that the City of Brady receives funds from the TxCDBG program:

1. The City of Brady shall also hold a public hearing concerning any substantial change, as determined by TxCDBG, proposed to be made in the use of TxCDBG funds from one eligible activity to another again using the preceding notice requirements.
2. Upon completion of the TxCDBG project, the City of Brady shall hold a public hearing and review its program performance including the actual use of the TxCDBG funds.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the TxCDBG project or for the closeout of the TxCDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.
4. The City of Brady shall retain documentation of the TxCDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

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Signature

Anthony Groves, Mayor  
Name, Title

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Date

**LA CIUDAD DE CITY OF BRADY  
PLAN DE PARTICIPACIÓN CIUDADANA  
PROGRAMA DE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

*Nota a los receptores de subvención en relación a requisitos de Dominio Limitado del inglés:*

De acuerdo con la ley federal hay un número significativo de población que son residentes y que no hablan inglés y son afectados por el proyecto TxCDBG, estos ciudadanos deben tener "acceso significativo" a todos los aspectos del proyecto TxCDBG. Para proporcionar "acceso significativo", receptores de la subvención pueden ser utilizados para proporcionar servicios de interpretación en las audiencias públicas o proporcionar materiales no escritos en inglés que se proporcionan de manera rutinaria en inglés.

Para obtener más información, consulte LEP.gov.

**PROCEDIMIENTOS DE QUEJA**

Estos procedimientos de queja cumplen con los requisitos del Departamento de Programa de Agricultura de Texas Community Development Block Grant (TxCDBG) y los requisitos del gobierno local de Texas se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en La Ciudad de dirección postal City of Brady, 201 E. Main St, Brady, TX 76825, , en horario de oficina.

A continuación se presentan los procedimientos formales de quejas y quejas relativas a los servicios prestados en el marco del proyecto TxCDBG.

1. Una persona que tiene una queja o reclamación sobre cualquiera de los servicios o actividades en relación con el proyecto TxCDBG, o si se trata de una propuesta, en curso o determinado proyecto TxCDBG, pueden durante las horas regulares presentar dicha queja o reclamo, por escrito a la City Manager, a City of Brady, 201 E. Main St or PO Box 351, Brady, TX 76825, .
2. Una copia de la queja o reclamación se transmitirá por el alcalde a la entidad que es encargada de la queja o reclamación y al Abogado de La Ciudad dentro de los cinco (5) días hábiles siguientes a la fecha de la queja o día que la reclamación fue recibida.
3. El alcalde deberá cumplir una investigación de la queja o reclamación, si es posible, y dará una respuesta oportuna por escrito a la persona que hizo la denuncia o queja dentro de los diez (10) días.
4. Si la investigación no puede ser completada dentro de los diez (10) días hábiles anteriormente, la persona que hizo la queja o denuncia será notificada, por escrito, dentro de los quince (15) días cuando sea posible después de la entrega de la queja original o quejas y detallará cuando se deberá completar la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior se remitirán a la TxCDBG para su posterior revisión y comentarios.

6. Se proporcionará copias de los procedimientos de queja y las respuestas a las quejas, tanto en inglés y español, u otro lenguaje apropiado.

## ASISTENCIA TÉCNICA

Cuando lo solicite, La Ciudad proporcionará asistencia técnica a los grupos que son representantes de las personas de bajos y moderados ingresos en el desarrollo de propuestas para el uso de los fondos TxCDBG. La Ciudad, en base a las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, deberá determinar el nivel y tipo de asistencia.

## DISPOSICIONES AUDIENCIA PÚBLICA

Para cada audiencia pública programada y llevada a cabo por La Ciudad, se observarán las disposiciones siguientes de audiencias públicas:

1. Aviso público de todas las audiencias deberá publicarse al menos setenta y dos (72) horas antes de la audiencia programada. El aviso público deberá publicarse en un periódico local. Cada aviso público debe incluir la fecha, hora, lugar y temas a considerar en la audiencia pública. Un artículo periodístico publicado también puede utilizarse para cumplir con este requisito, siempre y cuando cumpla con todos los requisitos de contenido y temporización. Los avisos también deben ser un lugar prominente en los edificios públicos y se distribuyen a las autoridades locales de vivienda pública y otros grupos interesados de la comunidad.
2. Cuando se tenga un número significativo de residentes que no hablan inglés serán una parte de la zona de servicio potencial del proyecto TxCDBG, documentos vitales como las comunicaciones deben ser publicados en el idioma predominante de estos ciudadanos que no hablan inglés.
3. Cada audiencia pública se llevará a cabo en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidad. Las personas con discapacidad deben poder asistir a las audiencias y La Ciudad debe hacer los arreglos para las personas que requieren ayudas o servicios auxiliares en caso de necesitarlo por lo menos dos días antes de la audiencia pública.
4. Una audiencia pública celebrada antes de la presentación de una solicitud TxCDBG debe hacerse después de las 5:00 pm en un día de semana o en un momento conveniente en sábado o domingo.
5. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad deberá cumplir con los siguientes requisitos de participación ciudadana para la elaboración y presentación de una solicitud para un proyecto TxCDBG:

1. Como mínimo, La Ciudad deberá tener por lo menos un (1) audiencia pública antes de presentar la solicitud al Departamento de Agricultura de Texas.

2. La Ciudad conservará la documentación de la convocatoria(s) audiencia, un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otra documentación relativa a la propuesta de utilizar los fondos para tres (3) años a partir de la liquidación de la subvención para el Estado. Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.
3. La audiencia pública deberá incluir una discusión con los ciudadanos como se indica en el manual correspondiente de aplicación TxCDBG, pero no se limita a, el desarrollo de las necesidades de vivienda y desarrollo comunitario, la cantidad de fondos disponibles, todas las actividades elegibles bajo el programa TxCDBG y el uso de fondos últimos contratos TxCDBG, en su caso. Los ciudadanos, con especial énfasis en las personas de bajos y moderados ingresos que son residentes de las zonas de tugurios y tizón, se fomentará a presentar sus opiniones y propuestas sobre el desarrollo de la comunidad y las necesidades de vivienda. Los ciudadanos deben ser conscientes de la ubicación en la que podrán presentar sus puntos de vista y propuestas en caso de que no pueda asistir a la audiencia pública.
4. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad debe cumplir con los siguientes requisitos de participación ciudadana en el caso de que La Ciudad recibe fondos del programa TxCDBG:

1. La Ciudad celebrará una audiencia pública sobre cualquier cambio sustancial, según lo determinado por TxCDBG, se propuso que se hará con el uso de fondos TxCDBG de una actividad elegible a otro utilizando de nuevo los requisitos de notificación
2. Una vez finalizado el proyecto TxCDBG, La Ciudad celebrará una audiencia pública y revisará el desempeño del programa incluyendo el uso real de los fondos TxCDBG.
3. Cuando un número significativo de residentes que no hablan inglés se puede registrar para participar en una audiencia pública, ya sea para una audiencia pública sobre el cambio sustancial del proyecto TxCDBG o para la liquidación del proyecto TxCDBG, publicará un aviso en inglés y español u otro idioma apropiado y se proporcionara un intérprete en la audiencia para dar cabida a las necesidades de los residentes.
4. La Ciudad conservará la documentación del proyecto TxCDBG, incluyendo aviso de audiencia(s), un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otro registro concerniente al uso real de los fondos por un período de a tres (3) años a partir de la liquidación del proyecto al estado.

Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.

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Firma/Signature

Anthony Groves, Mayor  
Nombre, Título /Name, Title

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Fecha/Date

**Excessive Force Policy**

In accordance with 24 CFR 91.325(b)(6), the City of Brady hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of the City of Brady to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations; and
2. It is also the policy of the City of Brady to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction; and
3. The City of Brady will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Brady, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

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Signature

Anthony Groves , Mayor  
Name, Title

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Date

## **Section 504 Policy Against Discrimination Based on Handicap and Grievance Procedures**

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), City of Brady hereby adopts the following policy and grievance procedures:

1. **Discrimination prohibited.** No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. City of Brady does not discriminate on-the-basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. City of Brady's recruitment materials or publications shall include a statement of this policy in 1. above.
4. City of Brady shall take continuing steps to notify participants, beneficiaries, applicants, and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the TxCDBG program, City of Brady shall ensure that they are provided with the information necessary to understand and participate in the TxCDBG program.
6. **Grievances and Complaints**
  - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for City of Brady to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
  - b. Complaints should be addressed to the City Manager, PO Box 351, Brady, TX, 76825 or call , who has been designated to coordinate Section 504 compliance efforts.
  - c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
  - d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.

- e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the City Manager. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
- f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by City Manager, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.

09/01/2020

- g. The Section 504 coordinator shall maintain the files and records of the City of Brady relating to the complaint files.
- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the City of Brady within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Brady complies with Section 504 and HUD regulations.

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Signature

Anthony Groves, Mayor  
Name, Title

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Date

09/01/2020

## **Code of Conduct Policy of The City of Brady**

As a Grant Recipient of a TxCDBG contract, City of Brady shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the TxCDBG contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of The City of Brady shall participate in the selection, award, or administration of a contract supported by TxCDBG funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of the City of Brady shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving TxCDBG funds, that has any CDBG function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the TxCDBG activity.

The conflict-of-interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third-party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third-party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in-order to meet a National Program Objective, that might potentially receive benefits from TxCDBG awards may not participate in the selection, award, or administration of a contract supported by CDBG funding.

Any alleged violations of these standards of conduct shall be referred to the City of Brady Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

---

Signature

Anthony Groves, Mayor  
Name, Title

---

Date

*These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Texas Community Development Block Grant (TxCDBG) Program. The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489(g) &(h), and 2 CFR 200.318*

03/01/2022

## **Fair Housing Policy**

In accordance with Fair Housing Act, the City of Brady hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. City of Brady agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. City of Brady agrees to plan at least one activity during the contract term to affirmatively further fair housing.
3. City of Brady will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Brady, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

---

Signature

Anthony Groves, Mayor  
Name, Title

---

Date

# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	05/17/2022	<b>AGENDA ITEM</b>	7.C.									
<b>AGENDA SUBJECT:</b> Discussion, consideration and possible action to approve Hotel Occupancy Tax (HOT) Funding Application from The Locker Sports Bar and Grill for the Brady Crawfish and Drag Boat Throwdown to be held June 4, 2022												
<b>PREPARED BY:</b> T. Keys / E. Corbell		<b>Date Submitted:</b> 5/11/2022										
<b>EXHIBITS:</b> HOT Funding Application												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; padding: 5px;"><b>BUDGETARY IMPACT:</b></td> <td style="width: 25%; padding: 5px;"><b>Required Expenditure:</b></td> <td style="width: 25%; padding: 5px; text-align: right;">\$0.00</td> </tr> <tr> <td style="padding: 5px;"></td> <td style="padding: 5px;"><b>Budget Amount Available:</b></td> <td style="text-align: right; padding: 5px;">\$0.00</td> </tr> <tr> <td style="padding: 5px;"></td> <td style="padding: 5px;"><b>Appropriation Required:</b></td> <td style="text-align: right; padding: 5px;">\$0.00</td> </tr> </table>				<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	\$0.00		<b>Budget Amount Available:</b>	\$0.00		<b>Appropriation Required:</b>	\$0.00
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	<b>Budget Amount Available:</b>	\$0.00										
	<b>Appropriation Required:</b>	\$0.00										
<b>CITY MANAGER APPROVAL:</b>												
<b>SUMMARY:</b> <p>Ordinance 1262 passed on 12/4/2018 established the Tourism Advisory Board and set the guidelines for the Board. Ordinance 1263 passed on February 5, 2019 added HOT Tax Grant applications and recordkeeping as duties of the Tourism Advisory Board including making recommendations to Council for HOT Tax Grant applications. The City did advertise in the Brady Standard Herald asking for volunteers for the Tourism Advisory Board but no applications were received. With the absence of the Tourism Advisory Board, Staff is requesting Council approve HOT Tax Grant applications.</p> <p>The Chamber of Commerce has budgeted \$22,000 for tourism grants for this fiscal year, as approved by the City Council. Year to date, the council has granted \$21,000 in tourism grants, leaving an available balance of \$1,000. The Chamber is bringing to council one grant application for the Brady Crawfish and Drag Boat Throwdown in the amount of \$10,000.</p>												
<b>RECOMMENDED ACTION:</b> <p>Consider and approve an amount to award to The Locker Sports Bar and Grill for the annual Brady Crawfish and Drag Boat Throwdown to be held June 4, 2022.</p>												

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

*The Locker Sports Bar & Grill*

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

*Taylor Hoffpauir*

Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes

No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

**Brandon Lofstrom**

Signature of vendor doing business with the governmental entity

**4/21/22**

Date

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:  
\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

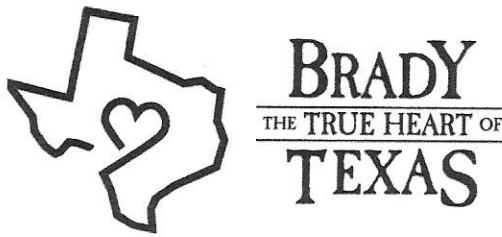
(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



## Hotel Occupancy Tax (HOT) Funding Application

Today's Date: \_\_\_\_\_

*In order to ensure funding consideration, applications must be returned 3 months prior to event. Please note that if your event dates change, you must submit a new application for re-approval. Events that do not occur as specified in the application are not eligible for HOT reimbursement.*

### Organization Information

Event Name:

**Brady Crawfish and Drag Boat Throwdown**

Event Date:

**06/04/2022**

Year Event Began:

**2021**

Event Location:

**Lake Brady**

Sponsoring Organization Name:

**The Locker Sports Bar and Grill**

Website & or Facebook page:

**www.bradcrawfishbash.com**

Tax I.D. Number:

**47-3815320**

### Please check one

Is your organization tax exempted?  Yes  No

Is your organization:  Non Profit  For Profit  Private

### Contact Information

Name of Contact:

**Ashley Lofstrom**

Mailing Address (must match address on W-9):

**109 N Church St,**

City, State, Zip:

**Brady, Texas 76825**

Daytime Phone#:

**832-991-2286**

Alternate Phone#:

**225-938-2372**

E-mail Address:

**ashley@thelockerbrady.com**

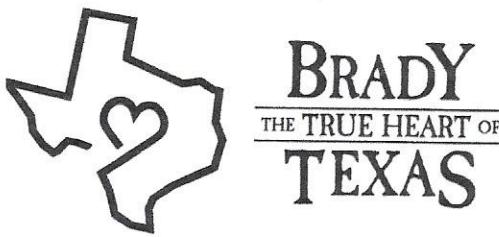
### Please check one

Contact Preference:  Email  Mail  Fax

### Event Funding Request

HOT Funds Requested: \$ 10,000.00

Describe in detail, exactly how funds will be used. Please be Specific. (Refer to Guidelines for authorized expenditures) Advertising, Entertainment, Food, and Park/Facility Rental.



Who are you targeting in your advertising and promotion efforts to attend?  
All ages from Brady and all surrounding areas.

What percent of total costs will be covered by this HOT?

Less than 10%

Please list other organizations, government entities, grants, and funding sources that have offered financial support for the event noted above.

The Locker Sports Bar and Grill

Estimated Total Attendance at Event listed Above: This Year 3,000

Last Year 500

Last 3 Dates & Years of Event

1. 05/01/2021
2. \_\_\_\_\_
3. \_\_\_\_\_

Last 3 Cities of Event

1. Brady
2. \_\_\_\_\_
3. \_\_\_\_\_

Hotels Used

1. Best Western
2. Holiday Inn
3. Sunset Inn

You must reserve a room block for this event at a Brady hotel. List how many rooms you anticipate you will use nightly? \_\_\_\_\_ We currently have 10 rooms booked for Entertainers.

How will your hotel bookings be measured? Through post event surveys

**\*Your attendees will be required to complete hotel locator cards provided if funding is approved.**

How did you/your organization hear about Brady? We own a business in Brady.

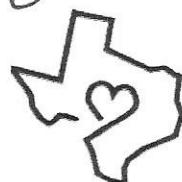
Are you considering any other locations/cities for your event? If so, which others? No

*In order to receive hotel occupancy tax, you must contact Brady hotels for room blocks. If overflow hotel rooms are necessary, after Brady hotels are booked, arrangements can be made with the Brady Chamber of Commerce to contact hotels in outlying areas. It is imperative that you make every attempt to encourage your attendees to stay in Brady properties. Your total room night usage in Brady could determine future funding.*

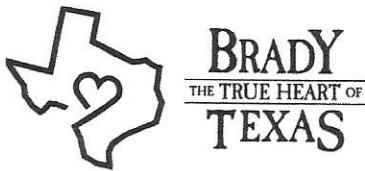
Signature of Event Representative: Brandon Lofstrom

Date: 4/21/22

Please Submit to: Brady Chamber of Commerce  
405 S Bridge St  
Brady, TX 76825  
Phone: 325-597-3491 Fax: 325-276-4330  
[taylor@bradytx.com](mailto:taylor@bradytx.com)



BRADY/McCULLOCH  
C O U N T Y  
CHAMBER of COMMERCE



## **HOTEL OCCUPANCY TAX USE GUIDELINES UNDER TEXAS STATE LAW AND FUNDING APPLICATION FORM**

**State Law:** By law of the State of Texas, the City of Brady collects a Hotel Occupancy Tax (HOT) from hotels, motels, and bed & breakfasts and inns. Under state law, the revenue from the HOT may be used only to directly promote tourism and the convention and hotel industry. **The use of HOT funds must generate additional room nights for local lodging establishments and is limited by Chapter 351 of the Tax Code to certain items including the below list.**

✓ **Please Check the Applicable Category that your organization will use funding:**

- Registration of Convention Delegates:** the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;
- Advertising, Solicitations and Promotions that Directly Promote Tourism and the Hotel and Convention Industry:** advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;
- Promotions of the Arts that Directly Promote Tourism and the Hotel and Convention Industry:** that the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms, and
- Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.
- Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the city or its vicinity.

**City Policy:** Visit Brady accepts applications from groups and businesses whose events fit into one or more of the above categories. All requests for funds should be submitted by a completed and signed application form. The application will be reviewed and acted on in a timely manner. The applicant may be asked to make a presentation at a meeting and answer any questions regarding the application. If so, applicants will be notified at least one week prior to the meeting of its time and place.

**Eligibility and Priority for Hotel Tax Funds:** Priority will be given to those events based on their ability to generate overnight visitors in Brady. If an event will not generate any meaningful hotel night activity, it is not eligible for receipt of hotel occupancy tax funds. Events can prove this potential to generate overnight visitors by:

- a) Historic information on the number of room nights used during previous years of the same events;
- b) Current information on the size of a room block that has been reserved at area hotels to accommodate anticipated overnight guests attending the event requesting hotel tax funds;
- c) Examples of marketing of the event that will likely generate and encourage overnight visitors to Brady lodging properties;
- d) Examples and historic information on the number of room nights generated by similar events in other similarly situated cities.

**Recognition of Sponsorship:** All events receiving HOT funds must recognize Visit Brady as a sponsor. A Visit Brady logo is available for this use upon request.

**PLEASE INITIAL EACH REQUIREMENT BELOW.**

BL	1. Must agree to recognize Visit Brady as a funding source in all materials; radio, TV and website, and social media.
BL	2. Must provide a visual link to the Visit Brady website on the event/organization website.
BI	3. Must allow Visit Brady the option to have a Welcome Booth at the Entrance or Registration of your event.

**Use of Local Vendors:** We encourage all event organizers to patronize Brady businesses for food, supplies, materials, printing, etc. to the extent feasible. Applicants may be asked to explain why items that are available locally were purchased elsewhere. Please contact us for help locating businesses and resources, or at [www.bradytx.com](http://www.bradytx.com).

**Payment of HOT Funds:** Approved HOT funds will be paid upon submission of a Post Event Report, due within 60 days of the event completion. For this reason, event organizers are encouraged to save proceeds from each event to be used as initial operating funds for the same event in the future.

**Use of Revenues from Event:** No other outside event(s), project, charity, etc., sponsored by the host organization may profit from the Visit Brady funding of a particular event unless it has been outlined in the original HOT application. **No funding approved may be used for the operating budget of any organization.**

**Post Event Report:** All entities that are approved for HOT funds must submit a Post Event Report within 60 days of each funded event in order to receive the approved funds. The report will be reviewed by the tourism board to determine how well the entity met its goals and will be used in consideration of future HOT funding requests. Priority in the future will be given to those events that demonstrate an ability to generate overnight visitors as applicable in Brady.

By signing this form, you are agreeing that Brady may use pictures and/or video from your event for promotional purposes.

I have read the above rules mandating the HOT and agree to the terms:

Signature: Brandon Lofstrom Date: 4/21/22

*Reminder: Attach or include the proposed schedule of your events and activities.*

*Please sign and return the above copy with your application for funding. Retain a copy for your records.*

Please submit to:      Brady Chamber of Commerce  
405 S Bridge St  
Brady, TX 76825  
Phone: 325-597-3491 Fax: 325-276-4330  
taylor@bradytx.com



# Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Four Buds LLC</b>						
2 Business name/disregarded entity name, if different from above <b>The Locker Sports Bar and Grill</b>						
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► <b>S</b> <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ►						
5 Address (number, street, and apt. or suite no.) <b>109 N Church St.</b>				Requester's name and address (optional)		
6 City, state, and ZIP code <b>Brady, Texas 76825</b>						
7 List account number(s) here (optional)						

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number														
<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>						
or														
Employer identification number														
<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	4	7	-	3	8	1	5	3	2	0

## Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ►

Date ►

*4/21/22*

## General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not leave this line blank.** The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner <sup>1</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The owner <sup>3</sup>
For this type of account:	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

[Visit IRS.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	05/17/2022	<b>AGENDA ITEM</b>	7.D.
<b>AGENDA SUBJECT:</b> Update and discussion on architectural plans for the remodeled Police Department.			
<b>PREPARED BY:</b>	E. Corbell	<b>Date Submitted:</b>	5/13/2022
<b>EXHIBITS:</b>	Architectural Renderings		
<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>On September 21, 2021, City Council approved contracting with EIKON Consulting Group, LLC, for architectural design services to remodel the city's building at 607 W. 11<sup>th</sup> (South Ward Cafeteria) into a revitalized building for the Brady Police Department and the current Police Department location at 209 S. Elm into a revitalized building for the Brady Fire Department.</p> <p>Through a series of meetings with staff and council members, EIKON has been able to identify needs and priorities to begin design work on the facilities, with a stronger focus on PD designs while site details were being finalized for FD.</p> <p>EIKON has a status update on the PD building for council to review.</p>			

<b>RECOMMENDED ACTION:</b>
No recommended action.









# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	05/17/2022	<b>AGENDA ITEM</b>	7.E.
<b>AGENDA SUBJECT:</b>	Status update regarding ongoing code issues at 901 Bombay		
<b>PREPARED BY:</b>	E. Corbell	<b>Date Submitted:</b>	5/13/2022
<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>	City Staff has recognized an ongoing issue with code violations at 901 Bombay. Enforcement has created various results but ultimately no long term solution. This residence has been brought before Council before (see attached). Staff has seen little to no improvement on residence structure even after multiple conversations with property owner. The structure is not only an eyesore for the neighborhood but is unsafe for habitation. See attached photos. Owner has not complied with Code Enforcements' recommended actions.		
<b>RECOMMENDED ACTION:</b>	Direct staff as desired.		

# City Council

## City of Brady, Texas

### Agenda Form

<b>AGENDA DATE:</b>		<b>AGENDA ITEM</b>						
<b>AGENDA SUBJECT:</b> Discussion, consideration and possible action regarding <b>Demolition Order 2022-10</b> in accordance with Code of Ordinances 3.207 to authorize demolition of dilapidated structure at 901 Bombay in the Janell Subdivision, Block 3, Lot 9								
<b>PREPARED BY:</b>	Connie Echols	<b>Date Submitted:</b> 05/17/2022						
<b>EXHIBITS:</b>	Photos							
<b>BUDGETARY IMPACT:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 5px;"><b>Required Expenditure:</b></td> <td style="width: 70%; padding: 5px; text-align: right;">\$5,385.00</td> </tr> <tr> <td style="padding: 5px;"><b>Amount Budgeted:</b></td> <td style="padding: 5px; text-align: right;">\$30,000.00</td> </tr> <tr> <td style="padding: 5px;"><b>Appropriation Required:</b></td> <td style="padding: 5px; text-align: right;">\$00.00</td> </tr> </table>		<b>Required Expenditure:</b>	\$5,385.00	<b>Amount Budgeted:</b>	\$30,000.00	<b>Appropriation Required:</b>	\$00.00	
<b>Required Expenditure:</b>	\$5,385.00							
<b>Amount Budgeted:</b>	\$30,000.00							
<b>Appropriation Required:</b>	\$00.00							
<b>CITY MANAGER APPROVAL:</b>								

#### **SUMMARY:**

**Note this address is in the municipal court system at the present time.**

**Joe Davidson is no longer the owner and Code will address Code violations to owner Jerel Malmstrom.**

11/06/2013 - Discussed violations with Joe Davidson, he disagrees with all the code violation. He is hostile and refuses to do any of the abatements, stating that no one is going to tell him what he can do to his own property. Carey McBride code officer at that time returned with police officer and citation.

11/08/2013 - A Citation was issued by Carey McBride, Officer White attended with him.

12/04/2013 - Davison does not show for court, and a warrant was issued.

05/13/2014 – He called for utilities, Officer Johnson and Carey McBride inspected and witnessed Joe Davidsons' signature on the citation, Joe Davidson said he understood the citation. Code Informed Joe of (electrical services) who required replacement, service on the low side with ground, in addition copper gas pipe required, plumbing permit, cap gas valves, could not inspect all of interior due to dog and trash build up, gas pressure test, meter base damaged by Joe Davidson, GFI Required.

05/13/2014 – Utility Department was notified and declined to activate services by the owner (Joe Davidson).

07/20/2016 - Received complaint of code violations.

01/13/2017 - Received complaint of Junk and trash in yard.

05/08/2017 - Resident complaint regarding the high grass and weeds and the junk and unsightly matter. A courtesy letter was sent.

08/28/2017 – Another citation was issued

10/27/2017 - This address has not had utilities since March 14, 2014. City Code of Ordinances Section 3.1506(c)(2) states "An owner shall provide and maintain in operating condition a toilet connected to a water source and to a public sewer, where available, in each structure intended for human habitation. 1st Notice of Violation Sent to the owner.

11/06/2017 - Kim Davee spoke with Mr. Malmstrom on the phone. He was informed he needed to get a plumber and electrician to assess what would need to be done in order for the utilities to be reconnected. He was asking if the city could turn on the utilities for a monthly minimum charge but not set a meter. She informed him that was not the way it worked. He was also informed that all utilities would need to be

connected not just the water. He asked for more time to allow him to get things going with the plumber and electrician. She informed him if we saw that permits were pulled that we would give him time to get these things accomplished.

12/19/2017 - Kim Davee spoke with Mr. Malmstrom to get an update on repairs. He says they are getting ready to repair the plumbing so they can get some water on the property. He informed her that he has a condition with his foot and as soon as he is feeling better, he will come visit about the property.

3/28/2019 – Spoke with Municipal Court Clerk Valerie Gonzalez stated there are currently 6 open cases at the property.

4/02/2019 -Walter Holbert sent notice to City Council for discussion of property conditions.

06/30/2021- Notice sent by Walter Holbert to Mr. Jerel Malmstrom on conditions of property.

4/10/2022 – Notice sent by Connie Echols to Mr. Jerel Malmstrom on conditions of property.

4/20/2022 - Phoned Mr. Jerel Malmstrom on condition of property (no answer).

4/25/2022 – Phoned Mr. Jerel Malmstrom he answered the phone and stated he would come on 4/26/2022 and talk with me about property.

4/26/2022 – Mr. Malmstrom met with Myself and Mr. Manuel Perez about demo of property. Mr. Malmstrom stated he would like to clean it and repair it. Mr. Malmstrom was giving 15 days to show progress on property.

5/05/2022 – Letter was mailed to inform Mr. Malmstrom that I was going to start process for demo of property.

#### **RECOMMENDED ACTION:**

It is recommended that City Council consider Demolition of said property.























INSULATION  
HOME



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

<b>AGENDA DATE:</b>	05/17/2022	<b>AGENDA ITEM</b>	7.F						
<b>AGENDA SUBJECT:</b> Discussion, consideration, and possible action regarding <b>the first reading of Ordinance 1339</b> 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.									
<b>PREPARED BY:</b> T. Keys		<b>Date Submitted:</b>	05/13/2022						
<b>EXHIBITS:</b> Ordinance 1339 Letter from Oncor									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 5px;"><b>BUDGETARY IMPACT:</b></td> <td style="width: 70%; padding: 5px;"><b>Required Expenditure:</b> \$00.00</td> </tr> <tr> <td style="padding: 5px;"></td> <td style="padding: 5px;"><b>Amount Budgeted:</b> \$00.00</td> </tr> <tr> <td style="padding: 5px;"></td> <td style="padding: 5px;"><b>Appropriation Required:</b> \$00.00</td> </tr> </table>				<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b> \$00.00		<b>Amount Budgeted:</b> \$00.00		<b>Appropriation Required:</b> \$00.00
<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>									
<p><b>SUMMARY:</b></p> <p>The proposed change in rates filed with the City of Brady, governing body of this municipality, by Oncor Electric Delivery Company LLC. was requested to be denied and disapproved, by Oncor Electric Delivery Company LLC.</p> <p>By passing this ordinance, Oncor will appeal to the PUCT (Public Utility Commission of Texas), who will study the rate case on a systemwide bases instead of each affected City having to address the rate case individually.</p> <p>If approved by the PUCT, the Distribution Cost Recovery Factor (“DCRF”) surcharge will be effective September 1, 2022.</p>									

<b>RECOMMENDED ACTION:</b>
<b>Mayor will ask:</b> <u>“Madam City Secretary please read the Ordinance Preamble for the record in accordance with the City Charter.”</u> <b>“Secretary reads preamble”</b>
<b>Mayor calls for a motion:</b>
Move to approve the first reading of Ordinance 1339

**ORDINANCE NO. 1339**

**AN ORDINANCE DENYING THE PROPOSED CHANGE IN RATES OF ONCOR ELECTRIC DELIVERY COMPANY LLC, FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That the proposed changed rate schedules and service regulations filed with the Governing Body of this municipality by Oncor Electric Delivery Company LLC are hereby denied and disapproved, and Oncor Electric Delivery Company LLC shall continue to provide electric delivery service within this municipality in accordance with its rate schedules and service regulations in effect within this municipality.

**SECTION 2.** That it is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public and as required by law, and public notice of the time, place and purpose of said meeting was given as required.

Passed and approved on the **FIRST READING** on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Passed and approved on the **SECOND READING** on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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Anthony Groves, Mayor

ATTEST:

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Tina Keys, City Secretary



J. Michael Sherburne  
Vice President  
Regulatory

May 13, 2022

City of Brady  
201 E Main Street  
Brady, TX 76825

To the Honorable Mayor for the City of Brady:

Attached for filing please find a Petition and Statement of Intent of Oncor Electric Delivery Company LLC ("Oncor") for Authority to Change Rates in accordance with PURA §§ 36.102 and 36.157. This rate request is identical to those being filed today with other regulatory authorities and affects all customers served by Oncor.

Enclosed is a single volume that contains the Petition and Statement of Intent filed with the Public Utility Commission of Texas ("Commission") (including a Summary of Electric Delivery Revenues by Rate Class), proposed tariffs, and summaries of direct testimony.

As a regulatory authority with jurisdiction over Oncor's rates, operations and services within your city limits, Oncor is requesting that the City take action with regard to this rate change request as expeditiously as possible. If the City does not act to either suspend the effective date for 90 days or take a final action prior to the effective date of June 17, 2022, the rates would be considered approved by operation of law. It is Oncor's intent to have system-wide rates in effect and towards that end intends to appeal to the Commission any action taken by the City, and request consolidation into one proceeding at the Commission. Once the appeal is granted, the City would have standing as a party to participate fully in the proceeding at the Commission.

Should you have any questions concerning this filing, or would like to request a copy of the full 12 volume rate filing package, please contact your Oncor local area manager.

Very truly yours,

*J. Michael Sherburne*

# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	05/17/2022	<b>AGENDA ITEM</b>	7.G.
<b>AGENDA SUBJECT:</b>	Discussion to address citizen's concerns about animal control issues.		
<b>PREPARED BY:</b>	E. Corbell	<b>Date Submitted:</b>	5/13/2022
<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>	Council members have requested to have a discussion on animal control, in order to address complaints they have received from citizens about animal control operations.		
<b>RECOMMENDED ACTION:</b>			
No recommended action.			

58.33% OF FISCAL YEAR

	CURRENT BUDGET	YEAR TO DATE ACTUAL	% TO DATE	YEAR TO DATE PRIOR YEAR
<b>BEGINNING FUND BALANCE &amp;</b>				
NET WORKING CAPITAL	47,688,441.32	47,688,441.32		58,822,257.42
<b>REVENUES</b>				
10 -GENERAL FUND	7,264,842.00	5,033,222.78	69.28	5,057,136.76
11 -GEN CONSTRUCTION FUND	2,500,000.00	0.00	0.00	0.00
20 -ELECTRIC FUND	7,313,265.00	4,135,231.99	56.54	3,878,727.67
30 -WATER / SEWER FUND	4,677,500.00	2,271,759.42	48.57	2,350,386.37
33 -WATER CONSTRUCTION FU	0.00	1,628.98	0.00	7,262.68
35 -WWTP CONSTRUCTION FUN	0.00	21,745.05	0.00	1,363.09
40 -GAS FUND	961,500.00	1,071,128.43	111.40	992,867.99
50 -UTILITY SUPPORT FUND	633,114.00	371,380.83	58.66	344,499.65
60 -SOLID WASTE FUND	1,429,000.00	988,358.30	69.16	755,752.68
61 -STREET SANITATION FUN	74,000.00	43,325.12	58.55	56,011.53
80 -SPECIAL REVENUE FUND	1,351,200.00	302,993.79	22.42	263,057.24
81 -CEMETERY FUND	43,100.00	46,909.78	108.84	41,713.53
82 -HOTEL/MOTEL FUND	190,000.00	100,356.16	52.82	101,643.70
83 -SPECIAL PURPOSE FUND	2,900.00	1,479.39	51.01	1,549.39
TOTAL REVENUES	26,440,421.00	14,389,520.02	54.42	13,851,972.28
<b>EXPENDITURES</b>				
10 -GENERAL FUND	8,824,463.00	4,295,034.62	48.67	4,298,035.25
11 -GEN CONSTRUCTION FUND	142,000.00	20,200.00	14.23	0.00
20 -ELECTRIC FUND	7,233,914.00	3,840,026.58	53.08	4,444,480.17
30 -WATER / SEWER FUND	5,103,634.00	2,022,262.64	39.62	1,938,525.06
33 -WATER CONSTRUCTION FU	15,356,586.00	2,685,123.85	17.49	8,802,432.82
35 -WWTP CONSTRUCTION FUN	15,810,176.00	2,900,391.89	18.35	73,099.48
40 -GAS FUND	1,140,853.00	1,108,804.79	97.19	776,158.78
50 -UTILITY SUPPORT FUND	652,310.00	402,871.59	61.76	369,880.12
60 -SOLID WASTE FUND	1,496,715.00	741,138.33	49.52	893,630.64
61 -STREET SANITATION FUN	101,775.00	34,236.36	33.64	55,681.57
80 -SPECIAL REVENUE FUND	1,434,044.00	276,181.57	19.26	272,153.74
81 -CEMETERY FUND	58,626.00	24,091.48	41.09	40,415.15
82 -HOTEL/MOTEL FUND	205,500.00	48,919.35	23.81	95,357.43
83 -SPECIAL PURPOSE FUND	8,240.00	3,500.00	42.48	0.00
TOTAL EXPENDITURES	57,568,836.00	18,402,783.05	31.97	22,059,850.21
REVENUES OVER/(UNDER) EXPENDITURES	(31,128,415.00)	( 4,013,263.03)		( 8,207,877.93)
<b>ENDING FUND BALANCE &amp;</b>				
NET WORKING CAPITAL	16,560,026.32	43,675,178.29		50,614,379.49

**RECONCILED OPERATING CASH / TOTAL UTILITY BILLINGS**

## **Fiscal Year 21-22**

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

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

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

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

[Download to Excel](#)

Change Fiscal Year End		09/30/2023												Submit
Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	
2022	\$100,659	\$110,547	\$110,670	\$112,512	\$119,933	\$89,202	\$90,754	\$0	\$0	\$0	\$0	\$0	\$0	\$734,278
2021	\$97,505	\$102,843	\$95,512	\$100,910	\$118,480	\$88,588	\$85,665	\$131,540	\$107,199	\$106,167	\$115,244	\$102,302	\$1,251,954	
2020	\$94,161	\$95,033	\$98,358	\$107,077	\$114,736	\$90,220	\$86,583	\$101,797	\$101,393	\$109,646	\$105,702	\$97,317	\$1,202,025	
2019	\$108,700	\$97,871	\$99,563	\$102,849	\$102,877	\$97,257	\$96,793	\$108,828	\$94,204	\$91,085	\$99,315	\$87,187	\$1,186,530	
2018	\$101,224	\$103,733	\$112,475	\$107,463	\$108,139	\$94,294	\$88,618	\$106,428	\$105,435	\$94,199	\$103,004	\$98,016	\$1,223,027	
2017	\$87,306	\$91,161	\$89,413	\$100,033	\$109,289	\$86,358	\$97,988	\$101,730	\$86,536	\$97,051	\$103,953	\$100,236	\$1,151,056	
2016	\$143,834	\$112,101	\$107,933	\$98,515	\$113,278	\$84,869	\$85,238	\$96,257	\$81,982	\$80,944	\$94,673	\$85,349	\$1,184,973	
2015	\$113,438	\$115,026	\$128,575	\$118,282	\$127,008	\$90,659	\$99,414	\$119,166	\$107,160	\$99,436	\$107,394	\$106,966	\$1,332,523	
2014	\$86,905	\$90,223	\$83,575	\$87,608	\$114,999	\$83,194	\$86,383	\$103,052	\$119,190	\$96,615	\$101,343	\$109,279	\$1,162,366	
2013	\$81,575	\$84,095	\$78,857	\$88,594	\$108,399	\$69,954	\$76,038	\$92,661	\$84,448	\$82,176	\$91,353	\$87,852	\$1,026,002	
2012	\$76,182	\$79,173	\$73,628	\$81,661	\$100,901	\$64,794	\$79,473	\$88,392	\$76,641	\$60,890	\$87,159	\$105,230	\$974,124	
2011	\$78,998	\$93,104	\$65,476	\$83,507	\$93,953	\$70,399	\$72,121	\$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	
2009	\$79,109	\$125,392	\$86,622	\$79,704	\$95,830	\$73,457	\$68,319	\$79,191	\$78,551	\$96,167	\$89,024	\$73,646	\$1,025,012	
2008	\$73,939	\$76,885	\$75,520	\$76,332	\$88,517	\$69,243	\$60,775	\$73,032	\$72,513	\$74,539	\$82,203	\$80,973	\$904,471	
2007	\$62,229	\$81,144	\$67,861	\$60,380	\$101,688	\$59,568	\$53,524	\$79,704	\$54,614	\$77,376	\$76,886	\$72,942	\$847,915	
2006	\$56,047	\$65,343	\$63,033	\$62,630	\$75,844	\$56,416	\$56,708	\$64,127	\$58,171	\$58,810	\$79,791	\$62,656	\$759,578	
2005	\$58,803	\$61,765	\$53,184	\$55,300	\$69,014	\$47,328	\$48,941	\$61,188	\$54,396	\$56,248	\$64,469	\$60,740	\$691,375	
2004	\$55,738	\$57,253	\$53,800	\$54,953	\$67,048	\$47,113	\$44,329	\$78,902	\$54,816	\$53,628	\$62,923	\$55,522	\$686,025	
2003	\$52,962	\$54,681	\$48,506	\$49,503	\$58,962	\$46,738	\$42,879	\$54,001	\$55,245	\$53,689	\$59,114	\$67,405	\$643,685	

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**CITY OF BRADY  
CITY COUNCIL CORRESPONDENCE**

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

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

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

**DATE:** **April 30, 2022**

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SERVICES	FISCAL YEAR 2022											
	October	November	December	January	February	March	April	May	June	July	August	September
Received Phone Calls	832	743	689	630	611	520	397					
Returned Calls	57	58	66	61	36	43	27					
Residential Apps	50	31	27	30	27	29	33					
Commercial Apps	8	8	2	2	4	4	1					
Service Orders	189	152	151	130	125	162	120					
Utility Onsite Payments	830	722	849	720	700	967	787					
Utility Mail Payments	793	825	767	930	634	796	662					
Utility Online Payments	655	696	708	719	729	750	733					
Utility Draft Payments	525	521	523	524	527	538	542					

## SERVICE ORDER REPORT FY 21-22

TOTALS BY JOB CODE		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
BTP - BULK TRASH PICKUP		0	0	0	0	0	2	0						2
CC - BRUSH CHIPPING		5	1	3	1	1	3	0						14
C&S - CLEAN AND SHOW		0	0	0	0	0	0	0						0
CHG - SERVICE CHANGE		9	6	5	2	2	6	1						31
CON - CONNECT SERVICE		26	13	16	12	15	13	10						105
DEMO - DEMILITITION (New Code Added)		0	0	0	0	0	0	0						0
DIS - DISCONNECT SERVICE		18	25	16	10	8	12	13						102
DMP - DUMPSTER SERVICE CHANG		0	2	0	1	0	0	0						3
EOUT - ELECTRIC OUTAGE		0	4	1	3	0	4	1						13
FD - FORCED DISCONNECT		43	34	43	31	24	52	44						271
Gas - Gas Pressure Test Needed				1	0	0	0	0						1
GL - GAS LEAK		2	3	3	1	0	0	4						13
GOUT - GAS OUTAGE		0	0	0	0	0	0	0						0
MCE - ELECTRIC METER CHANGEOUT		2	6	4	0	2	4	6						24
MCG - GAS METER CHANGEOUT		0	0	2	0	3	3	1						9
MCW - WATER METER CHANGEOUT		10	4	5	0	4	2	2						27
MISC - MISCELLANEOUS		12	10	13	14	13	11	21						94
NONCO - NON COMPLIANCE CODE		0	0	0	0	0	0	0						0
NONPAY - DISCONNECT FOR NON PAY		10	14	9	6	4	13	12						68
PH - STREET POTHOLEs		1	0	2	0	1	0	0						4
PPM - PUBLIC PROPERTY		0	0	1	0	0	1	0						2
PL - PILOT LIGHT ON/OFF		1	0	0	0	0	0	0						1
PLY - POLYCART SVC CHANGE		15	15	23	13	10	11	18						105
PULL - PULL METER		12	21	3	5	2	13	4						60
RC - CHECK READ		38	18	14	23	20	41	27						181
REINS - REINSTATEMENT OF SERVICE		2	4	5	2	0	4	5						22
SBU - SEWER BACK UP		1	2	0	0	2	5	4						14
SC - STREET CUTS FOR TAPS		1	0	7	0	0	0	0						8
SL - SECURITY LIGHTS REPAIR		3	3	7	3	2	4	3						25
TT - TREE TRIMMING		0	1	1	0	0	0	2						4
WL - WATER LEAK		11	8	9	2	11	5	21						67
WOUT - WATER OUTAGE		0	0	0	1	2	1	1						5
TOTAL ALL CODES		222	194	193	130	126	210	200	0	0	0	0	0	1275

**Center Center Meals Served**  
**Director Rosie Aguirre**  
**Monthly Report October 2021-September 2022**

SERVICES	FISCAL YEAR 2021-2022												
	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	APR	MAY	JUNE	JULY	AUG.	SEPT.	To Date Total
Days Meals Served	22	18	20	22	19	22	21	20	22	22	21	21	250
Average Daily Meals													
Meals @ Sunset Center	521	486	525	453	327	505	406						
Home Delivered Meals	686	651	672	630	408	769	694						
Total Meals	1,207	1,137	1,197	1,083	735	1,274	1,100	-	-	-	-	-	-
Closed Oct. 12-Columbus Day				Closed Good Friday									
Closed Nov. 26 & 27 for Thanksgiving, Nov. 11 Veteran's Day				Closed Memorial Day			Closed (Labor Day)						
Closed for Christmas				Closed July 4th									
Closed Jan. 1st - New Years Day													
Closed Feb.													

SERVICES	FISCAL YEAR 2020-2021												
	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	APR	MAY	JUNE	JULY	AUG.	SEPT.	To Date Total
Days Meals Served	22	18	20	22	19	22	21	20	22	22	21	21	250
Average Daily Meals													
Meals @ Sunset Center	762	667	740	462	490	645	546	511	540	500	555	479	
Home Delivered Meals	810	660	719	497	526	779	770	790	797	747	785	725	
Total Meals	1,572	1,327	1,459	959	1,016	1,424	1,316	1,301	1,337	1,247	1,340	1,204	-
Closed Oct. 14-Columbus Day				Closed Good Friday									
Closed Nov. 28 & 29 for Thanksgiving, Nov. 11 Veteran's Day				Closed Memorial Day			Closed (Labor Day)						
Closed for Christmas				Closed July 4th									
Closed Jan. 1st - New Years Day													
Closed Feb.													
Closed Feb.													
Closed July 4th Independence Day													

TO: BRADY CITY COUNCIL  
FROM: STEVE THOMAS, CHIEF OF POLICE  
THROUGH: ERIN CORBELL, CITY MANAGER



SUBJECT: MONTHLY POLICE REPORT  
FISCAL YEAR 2021-2022

CALLS 2021-2022	OCT	NOV	DEC	JAN	FEB	MAR	APR
RUNS	105	81	102	107	101	136	100
ALS	48	36	47	49	37	49	43
BLS	49	37	45	46	40	43	44
ALS FALL	2	3	6	6	2	3	6
BLS FALL	19	10	14	11	17	9	11
TRAUMA	12	17	28	35	14	34	21
TRAUMA DEATH	0	0	0	1	0	0	0
D.O.A.	1	0	1	0	0	0	0
M.V.A. CITY	0	3	4	5	1	8	5
M.V.A. COUNTY	2	5	1	3	1	1	3
FIRE CITY	4	3	7	8	7	13	6
FIRE COUNTY	3	4	5	6	5	8	3
HELICOPTER	0	1	3	3	2	1	2
HELICOPTER REFUSAL	0	0	0	0	0	0	1
COUNTY CALLS	17	22	18	26	15	16	13
CANCEL	1	3	2	0	1	3	5
TRANSFER	1	0	2	2	1	1	2
REFUSAL	43	33	35	36	28	30	40
GAS LEAK	2	0	0	0	1	1	0
MEDICAL ALARM	1	2	0	0	0	1	3
FIRE ALARM	1	0	1	3	1	1	0
LIFT ASSIST	17	9	10	12	6	0	2
OVER 20 MINUTES	20	23	32	40	29	27	25
OTHER	0	0	0	0	0	1	0
B.V.F.D. COUNTY	12	12	6	10	7	9	5
B.V.F.D. CITY	1	0	5	4	4	4	0

## 2022 RUNS

Fire/EMS Monthly Reports:	2021	2021	2021	2022	2022	2022	2022	2022	2022	2022	2022	2022	TOTALS
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
<u>County calls:</u>	17	22	18	26	15	16	13						
EMS	14	18	13	30	10	8	10						
Fire	3	4	5	6	5	8	3						
Misc.	0	0	0	0	0	0	0						
County Totals:	17	22	18	26	15	16	13						
<u>City calls:</u>	88	59	84	71	86	120	87						
EMS	82	56	75	63	79	107	76						
Fire	4	3	7	8	7	13	6						
Misc.	2	0	2	0	0	1	5						
Transports requested by HOT:	1	0	2	1	1	1	2						
City Totals:	88	59	84	71	86	120	87						
<b>Grand TOTAL (City and County Calls):</b>	<b>105</b>	<b>81</b>	<b>102</b>	<b>107</b>	<b>101</b>	<b>136</b>	<b>100</b>						
<u>BVFD Response to City/County Calls:</u>	13	17	11	14	11	13	5						
EMS	1	13	6	6	3	5	2						
Fire	3	4	5	6	9	12	3						
Misc.	0	0	0	0	0	0	0						
TOTAL:	13	17	11	14	11	13	5						
<hr/>													
<u>Wrecks and Transport are counted in the Fire/EMS calls above:</u>													
County:	2	5	1	3	2	1	3						
Wrecks	2	5	1	3	2	1	3						
Transport to Hospitals	0	1	1	2	1	0	0						
City:	0	3	4	5	4	9	5						
Wrecks	0	3	4	5	4	9	5						
Transport to Hospitals	0	1	2	2	0	1	2						
BVFD: (respond with City and County calls)	1	0	1	5	11	13	3						
Wrecks	1	0	1	8	1	1	3						
Transport to Hospitals	0	0	1	5	0	1	2						

**TO: BRADY CITY COUNCIL**  
**FROM: Letha Moore Customer Service Billing Manager**  
**THROUGH: Erin Corbel, CITY MANAGER**

**SUBJECT: MONTHLY ANIMAL CONTROL REPORT  
FISCAL YEAR 2020-2021**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Number of Calls						111	95						206
Feral Cats Picked Up	32	14	20	3	7	17	16						109
Stray Dogs Picked Up	35	13	29	59	15	33	19						203
Owner Surrendered Dogs	3	8	0	2	2	0	2						17
Owner Surrendered Cats	0	6	0	3	0	0	0						9
Bite Reports	1	1	0	1	1	1	0						5
Dogs Deemed Dangerous	0	0	0	0	0	0	0						0
Hit by Car Picked Up	1	0	3	0	1	1	0						6
Owner Reclaims	14	7	8	1	5	7	2						44
Euthanized Total	9	23	25	13	6	19	7						102
Rescue Pull Total	21	11	4	33	7	20	0						96
Wildlife Pick Up	6	3	2	0	0	9	0						20
Quarantine	1	0	0	0	0	0	0						1
Shelter Intake Total	13	42	49	58	14	33	37						246
Roadkill	4	2	3	2	0	6	1						18
Citations	1	3	2	0	1	0	1						8
Warnings	18	17	30	6	8	26	20						125
Adoptions	1	3	0	0	2	1	0	0			0		7
Total Calls	160	153	175	181	69	284	200	0	0	0	0	0	678

5.2.2022

sk.

## Code Enforcement Monthly Case Load FY 2022

## Violations

Violation	FY 17	FY 18	FY 19	FY 20	FY 21	FY22
Background Info Cases	13	6	0	0	0	
Building Code Violations	3	6	1	0	0	
Dangerous Premises	14	17	1	3	1	
Depositing, Dumping, Burning	8	5	0	4	0	
Home Occupation Violation	0	0	0	0	0	
Junk and Unsightly Matter	115	65	106	65	101	
Junked Vehicle	47	20	85	49	66	
Minimum Housing Standards	2	15	10	0	0	
Noise Prohibited, Animals		0	7	5	0	
Non-Residential Open Storage	11	0	0	0	0	
Obstruction of Drainageway	0	0	0	0	0	
Permit Required	2	1	2	0	0	
Pool Enclosure	4	1	0	0	0	
Posting Signs on Poles	0	0	0	0	0	
Posting Signs on Public Property	0	0	0	0	0	
Acc. Bldg. prohibited in front yd	0	0	0	0	0	
Refrigerators and Air Tight Containers	5	1	0	0	0	
Residential Open Storage	19	3	3	2	1	
Residential Setbacks	0	1	0	0	0	
Residential RVs - No Residence	3	1	1	3	0	
Sight Visibility	12	0	0	1	0	
Unsanitary Conditions	16	8	0	3	2	
Weeds and Vegetation	112	49	68	28	43	
Abandon Vehicle						
Parking 72 hrs Prohibited						
Garbage, Tires						
Zoning Ord. Use Regs Violations	0	2	0	0	0	
<b>Monthly Totals</b>	<b>386</b>	<b>201</b>	<b>284</b>	<b>163</b>	<b>221</b>	

## Cases

Open Cases at the start of month	0	659	611	425	636	
Complaints	82	65	11	2	1	
Pro-Active - Self Initiated	145	63	168	111	151	
Total New Cases	242	127	179	113	151	
Closed Cases	248	104	238	57	133	
Citations	43	19	1	7	4	
Open Cases at the end of month	0	683	552	564	621	

46	31	34	29	31	38	47				
8	0	0	0	4	3	0				
12	20	17	6	2	21	13				
20	20	17	6	6	24	12				
35	17	22	4	2	15	13				
0	0	0	0	0	0	0				
31	34	29	31	35	47	46				

## Utility Inspections

238	201	187	208	
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28	19	15	28	21	24	14						
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Municipal Court Monthly Report

APRIL 2022

Criminal Section	Traffic			Traffic Non-Traffic		
	Non-Parking	Traffic Parking	City Ordinance	Penal Code	Non-Traffic State Law	City Ordinance
1. Total Cases Pending First of the Month:	2,570	1	0	1,424	8	74
a. Active Cases	1,646	1	0	942	5	66
b. Inactive Cases	924	0	0	482	3	8
2. New Cases Filed	66	0	0	7	0	0
3. Cases Reactivated	20	0	0	2	0	0
4. All other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket	1,732	1	0	951	5	66
6. Dispositions Prior to Court Appearance or Trial:						
a. Uncontested Dispositions	51	0	0	2	0	1
b. Dismissed by Prosecution	0	0	0	1	0	0
7. Dispositions at Trial:						
a. Convictions:						
1) Guilty Plea or Nolo Contendere	14	0	0	1	0	0
2) By the Court	0	0	0	0	0	0
3) By the Jury	0	0	0	0	0	0
b. Acquittals:						
1) By the Court	0	0	0	0	0	0
2) By the Jury	0	0	0	0	0	0
c. Dismissed by Prosecution	0	0	0	0	0	0
8. Compliance Dismissals:						
a. After Driver Safety Course	0					
b. After Deferred Disposition	0	0	0	0	0	0
c. After Teen Court	0	0	0	0	0	0
d. After Tobacco Awareness Course					0	
e. After Treatment for Chemical Dependency				0	0	
f. After Proof of Financial Responsibility	0					
g. All other Transportation Code Dismissals	4	0	0	0	0	0
9. All other Dispositions	0	0	0	0	0	0
10. Total Cases Disposed	42	0	0	4	0	1
11. Cases Placed on Inactive Status	51	0	0	2	0	0
12. Total Cases Pending End of Month:	2,594	1	0	1,427	8	73
a. Active Cases	1,639	1	0	945	5	65
b. Inactive Cases	955	0	0	482	3	8
13. Show Cause Hearings Held	0	0	0	0	0	0
14. CasesAppealed:						
a. After Trial	0	0	0	0	0	0
b. Without Trial	0	0	0	0	0	0

Additional Activity	Total
Cases in Which a Fine and Court Costs Satisfied by Community Service	
a. Partial Satisfaction	2
b. Full Satisfaction	0
Cases in Which Fine and Court Costs Satisfied by Jail Credit	3
Cases in Which Fine and Court Costs Waived for Indigency	0
Amount of Fines and Court Costs Waived for Indigency	\$0.00
18. Fines, Court Costs and Other Amounts Collected:	
a. Kept By City	\$7,142.11
b. Remitted to State	\$3,977.04
c. Total	\$11,119.15
Arrest Warrants Issued	54

Civil Section	Total Cases
1. Total Cases Pending First of Month	259
a. Active Cases	217
b. Inactive Cases	42
2. New Cases Filed	1
3. Cases Reactivated	0
4. All other Cases Added	0
5. Total Cases On Docket	218
6. Uncontested Civil Fines or Penalties	0
7. Default Judgments	0
8. Agreed Judgments	0
9. Trial/Hearing by Judge/Officer	0
10. Trial By Jury	0
11. Dismissed for Want of Prosecution	0
12. All Other Dispositions	0
13. Total Cases Disposed	3
14. Cases Placed on Inactive Status	0
15. Total Cases Pending End of Month:	260
a. Active Cases	218
b. Inactive Cases	42
16. CasesAppealed:	
a. After Trial	0
b. Without Trial	0

Juvenile/ Minor Activity	Total
1. Transportation Code Cases Filed	0
2. Non-driving Alcoholic Beverage Code Cases Filed	0
3. Driving Under the Influence of Alcohol Cases Filed	0
4. Drug Paraphernalia Cases Filed	0
5. Tobacco Cases Filed	0
6. Truancy Cases Filed	0
7. Education Code (Except Failure to Attend) Cases Filed	0
8. Curfew	0
9. All other Non-Traffic Fine- Only Cases Filed	0
10. Transfer to Juvenile Court:	
a. Mandatory Transfer	0
b. Discretionary Transfer	0
11. Accused of Contempt and Referred to Juvenile Court	0
12. Held in Contempt by Criminal Court	0
13. Juvenile Statement Magistrate Warning:	
a. Warnings Administered	0
b. Statements Certified	0
14. Detention Hearings Held	0
15. Orders for Non-Secure Custody Issues	0
16. Parents Contributing to Nonattendance Cases Filed	0

Presiding Judge: Justin Tyler Owens

Prepared by Court Clerk Valerie Gonzalez

Official Report Submitted to The Office of Court Administration 05-05-2022

**Building Permit Department**  
**Monthly Report**  
**FY 2022**

Item	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Total
Commercial Acc Structure	0	0	1	2	1														
Commercial Addition	4	4	1	4	2												1		
Commercial Electrical	15	9	11	12	12		2	1	1	1	1								
Commercial Gas	14	3	1	1	0														
Commercial Mechanical/HVAC	6	5	4	7	6		1	1	2	1									
Commercial Plumbing	8	10	15	9	21		4	1	3	1			3						
Commercial Remodel	6	3	5	3	5		1	1	1	1			1						
Commercial Demolition	3	1	0	0	1														
Commercial Sign	12	5	1	4	1														
Commercial Screening	1	0	0	0	0														
Commercial Cert of Occupancy		6	9	8	14		2	1	1		3	3	1						
Customer Service Inspection	1	6	1	1	1														
PZ-Subdivision	0	0	1	0	0		2						3						
PZ-Zoning Request	0	6	1	1	1			3					1						
Driveway/ Curb Cut	1	2	1	0	3		1												
Residential Accessory Bldg.	17	6	2	8	7				1	1	2		1						
Residential Additions	8	6	7	6	2			1	1		1								
Residential Demolition-Owner		1	2	0	0														
Residential Demolition-City		0	0	0	0														
Residential Electrical	78	51	46	80	61		8	3	5	8	7	9	5						
Residential Fence	13	11	9	12	13		2	1	1		3	4	1						
Residential Gas	61	16	16	2	4		1												
Residential Mechanical/HVAC	4	12	13	28	17			2		3		1	1						
New Residential Bldg		3	0	1	2								1						
Residential Plumbing	24	31	29	73	65		7	1	10	9	12	9	6						
Residential Remodel	5	7	10	22	13		1	1	1	3	3	1	2						
Special Use	8	10	14	14	40		4	8		2	5	8	2						
<b>Monthly Total</b>	<b>289</b>	<b>213</b>	<b>200</b>	<b>299</b>	<b>292</b>		<b>33</b>	<b>25</b>	<b>30</b>	<b>30</b>	<b>38</b>	<b>42</b>	<b>22</b>						