



CITY OF BRADY COUNCIL AGENDA REGULAR CITY COUNCIL MEETING MARCH 19, 2024, 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. March 19, 2024, 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 and Work Session Meetings on March 5, 2024.

5. PRESENTATIONS

- City's Financial Audit report for FY 23 – presented by John Boekweg with Haynie and Company
- 2024 Water Conservation and Drought Contingency Plan Update

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.

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 regarding amendment to Interlocal Agreement between City of Brady and McCulloch County for labor, material and equipment sharing to improve/maintain infrastructure of public facilities.
- B. Discussion, consideration and possible action regarding results of feasibility study for Fire Station/Eikon.
- C. Discussion, consideration and possible action regarding requesting Planning and Zoning Commission to consider allowing mobile home overlay or special use permit in single family residential with terms and conditions if allowed.
- D. Discussion regarding conditions of Brady parks, golf course and cemeteries.
- E. Discussion, consideration and possible action approving renewal of a 5-year lease agreement with Redeemer Church for the old K-Life (Boy Scout) Building to conduct a community youth program.
- F. Discussion regarding department head review process

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, Municipal Court
- C. **Upcoming Special Events/Meetings:**

March 29	Good Friday Holiday, City offices closed, altered trash schedule
April 2	Regular City Council Meeting, 6:00 p.m.
April 8	Eclipse
April 16	Regular City Council Meeting, 6:00 p.m.
April 22 – 30	Early Voting
April 23	Happy Birthday Missi Elliston
May 4	Election Day
May 7	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: City Manager
- 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: Fire / Police Department

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

Discussion, consideration or possible action as a result of Executive Session, if any

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

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 Joint Work Session Meeting with Melvin City Council on Tuesday March 5, 2024 at 5:00 p.m. with Mayor Aaron Garcia presiding. Council Members present were Missi Elliston, Larry Land, Gabe Moreno, and Felix Gomez. City staff present were City Manager Erin Corbell, Police Chief Randy Batten, City Attorney Sharon Hicks, Finance Director Lisa McElrath and Court Clerk Valerie Gonzalez. Melvin Mayor, City Secretary and another Council member were in attendance.

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

Council Member Elliston called the meeting to order at 5:03 p.m. Council quorum was certified. (Mayor Garcia arrived at 5:04pm after quorum was certified)

2. PUBLIC COMMENTS

There were no public comments.

3. INDIVIDUAL CONCERNS

A. Discussion regarding contract for EMS services. Erin Corbell presented the calculation formula she did for the County and stated that the figure for Melvin was \$13,659.59

-The Mayor of Melvin expressed that they are unable to pay for their own medical services, most of Melvin's citizens are considered indigent. They would like the City of Brady and McCulloch County to include the City of Melvin in their interlocal agreement. City of Melvin expressed the use of their helipad to be a benefit to the City of Brady and McCulloch County

-Melvin did not have a quorum so the discussion was very limited.

-Melvin presented a paper stating their position and also presented a copy of a current Interlocal agreement that Melvin has with the County on other issues.

-It was noted that there is nothing that would prohibit the three entities to come up with an interlocal agreement, it's only a matter of, how do they [Melvin] pay for it.

-Melvin feels like with the amount of hospital taxes they pay, it should be enough to cover services.

Melvin Question from BVFD "how did you come about this play here and was informed that the City did not request it be excluded but rather the County did.

City stated they would be happy to meet with both Melvin and the County if requested.

4. ADJOURNMENT

There being no further business, Mayor Garcia adjourned the meeting at 5:28 p.m.

Aaron Garcia, Mayor

Attest: _____
Tina Keys, City Secretary

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The City Council of the City of Brady, Texas met in a Regular Meeting on Tuesday March 5, 2024 at 6:00 p.m. with Mayor Aaron Garcia presiding. Council Members present were Missi Elliston, Gabe Moreno, Felix Gomez and Larry Land. Council Member Sutton was absent. City staff present were City Manager Erin Corbell, City Attorney Sharon Hicks, Police Chief Randy Batten, and Court Clerk Valerie Gonzalez, serving as City Secretary as City Secretary Keys was working the 2024 March election. Also in attendance were Frann Leonard, Jenna Walker, Rikki Gott, Daniel Mendoza, Chris Martin, David Smith, Aiden Allen, Noah Gauna, David Smith Jr., Josh Guana Jr., Mason Whaley, Casey Walters, Ed Hernandez, Lisa Moreno, Shiela Hemphill, David Ortiz, Charlie Bush, R. S. Bush, Jasper Allen, Charles Hodges, Terry Phillips, Tracy Pitcox and Lynn Farris.

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

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

2. INVOCATION AND PLEDGE OF ALLEGIANCE

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

3. PUBLIC COMMENTS

James Stewart spoke on behalf of the Brady Volunteer Fire Dept. who has been tasked with grant fundraising and wanted to make the City aware that they are actively seeking a long-term solution to build a new fire station. Stewart stated that they are on step 1 of 20 and have looked at a couple of different locations and are finalizing blueprints to bring a proposal forward in the future.

4. CONSENT AGENDA

- A. Approval of Minutes for Regular meeting on February 20, 2024.

Council Member Missi Elliston moved to approve the Consent Agenda. Seconded by Council Member Felix Gomez. All Council Members voted “aye” and none “nay”. Motion passed with a 4–0 vote.

5. PRESENTATIONS:

There were no presentations.

6. PUBLIC HEARINGS AND INDIVIDUAL CONCERNS ON PUBLIC HEARING

There were no public hearings.

7. INDIVIDUAL CONCERNS

- A. Discussion, consideration and possible action approving Resolution 2024-007 declaring unopposed official elected. City Manager Corbell presented. Unopposed candidate Tony Groves for the position of Mayor taking effect the first Tuesday after the election in May. Council Member Missi Elliston moved to approve Resolution 2024-007. Seconded by Council Member Felix Gomez. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.
- B. Discussion, consideration and possible action approving the renewal of a 5-year lease agreement with Redeemer Church for the old K-Life (Boy Scout) building to conduct a community Youth Program. Erin

Corbell presented. Council Member Gabe Moreno requested a review of selling the building versus continuing to rent it and moved to postpone approving the proposed lease agreement for the next meeting. Seconded by Council Member Missi Elliston. All Council Members voted “aye” and none “nay”. Motion to postpone to the next meeting passed with a 4 – 0 vote.

- C. Update on sale of Dodge Height lots. Erin Corbell presented. Regarding the remaining lots, certified notices will be sent and sealed bids are to be accepted.
- D. Discussion, consideration and possible action to approve Hotel Occupancy Tax (HOT) Funding Application from the Heart of Texas Country Music Association for the annual Heart of Texas Country Music Festival. Erin Corbell presented. Council Member Missi Elliston moved to approve \$15,000 to the Heart of Texas Country Music Association for the annual Heart of Texas Country Music Festival. Seconded by Council Member Felix Gomez. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.
- E. Discussion regarding complaint concerning conduct of Mayor and retained special council / outside investigator Jesse Prado to investigate said complaint. Council Member Elliston requested an executive session on this matter; Mayor Garcia wanted to proceed in open session. City Attorney Hicks was asked about the process to hire a 3rd party to investigate the complaint and Ms. Hicks stated that when there is a written complaint of an elected official, that the process is to hire a neutral third party individual to investigate. Mayor Garcia asked under what authority is the City Attorney allowed to seek Jesse Prado. Council Member Elliston suggested the discussion be moved to executive session, with no response. Mayor Garica stated that he was told that he was creating a hostile work environment and discussed his expired registration sticker, and that he was told that an investigation is already taking place. Council Member Moreno stated his concern of having an unbiased process. Personnel complaints are to be investigated. Mayor Garcia questioned the process in hiring this investigator. City Attorney Hicks discussed that the matter was discussed in executive session, and she believed authority was given and Council Member Elliston agreed. City Manager Erin Corbell, stating she had made the complaint, made her way to the podium where she read the complaint aloud to the entire room. The complaint consisted of various encounters between City Manager and Mayor Garica. Mayor Garcia spoke in his defense and his belief that this matter was a political ploy. Council Member Moreno read the definition of Hostile Work Environment to the council and audience. City Attorney Hicks explained her policy of investigations proceeding as discreetly and quietly as possible to protect both the complaining party and the accused. Mayor Garcia called a 5 minute break at 6:53pm. Returning from break, Mayor Garcia stated he was going to continue to seek accountability and felt he had done nothing wrong but that he was guilty about the registration sticker. Ms. Hicks reiterated that it was her opinion that the best course of action was to hire an outside investigator because of the high level of the positions involved. Mayor Garcia then moved the discussion into Executive Session.

Mayor Garcia Adjourned to executive session at 7:05PM

8. STAFF REPORTS

A. Upcoming Special Events/Meetings:

March 19	Regular City Council Meeting, 6:00 p.m.
March 29	Good Friday Holiday, City offices closed, altered trash schedule
April 2	Regular City Council Meeting, 6:00
April 8	Eclipse
April 12	LCRA Steps Forward Day at Willie Washington Park
April 16	Regular City Council Meeting, 6:00 p.m.

April 23

Happy Birthday Missi Elliston

9. ANNOUNCEMENTS

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:
 - 1) Consider complaint concerning conduct of Mayor and retaining special counsel / outside investigator to investigate said complaint
- 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: Police Station / Fire Station
- 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:
 - 1) Consider complaint concerning conduct of Mayor and retaining special counsel / outside investigator to investigate said complaint
 - a. Directing all officers or employees deemed relevant by the Council or investigator to cooperate with an investigation concerning said complaint pursuant to Section 3.21 of the Brady City Charter

Regular session was recessed at 7:05 p.m. Executive Session was opened at 7:06 p.m. and closed at 9:50 p.m. Regular session reconvened at 9:51p.m. where council had no votes or actions. Following a question regarding closing the matter, Mayor Pro Tem Elliston requested to go back into executive session. Executive session was reconvened at 9:53pm. Regular session reconvened at 11:13PM where it was announced that no votes or actions were taken in executive session.

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

Mayor Pro Tem Elliston read a statement that: Council heard the complaint and the response to it earlier this evening. Council believes that an outside investigation would not result in any additional information to arrive at a resolution. Council is directing both parties to communicate in writing going forward. Council is therefore closing this matter with no further action or retaliation to all parties and staff.

Council Member Gabe Moreno moved to accept the statement as closing the matter which was Seconded by Council Member Felix Gomez. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.

12. ADJOURNMENT

There being no further business, Mayor Garcia adjourned the meeting at 11:15 p.m.

Aaron Garcia, Mayor

Attest: _____
Tina Keys, City Secretary

CITY OF BRADY, TEXAS

ANNUAL FINANCIAL REPORT

SEPTEMBER 30, 2023



HaynieCPAs.com



2024 WATER CONSERVATION AND DROUGHT CONTINGENCY PLANS

2024 WC AND DCP

- REQUIRED BY BOTH TWDB AND TCEQ 5-YEAR CYCLE (LAST 2019Y)
- ALL MUNICIPALITIES RECEIVING LOANS GREATER THAN \$500,000
- ALL MUNICIPALITIES W/ SURFACE WATER RIGHT >1,000 AC-FT/YR



WATER CONSERVATION PLAN COMPONENTS

- **PUBLIC INVOLVEMENT**
- **METERING**
- **BEST MANAGEMENT PRACTICES**



DROUGHT CONTINGENCY PLAN

- **TRIGGER CONDITIONS**
- **DEMAND MANAGEMENT**
- **WHOLESALE CUSTOMER**

TRIGGER CONDITIONS

FOUR STAGES

- STAGE 1
 - CUSTOMER AWARENESS
- STAGE 2
 - MILD WATER SHORTAGE
- STAGE 3
 - MODERATE WATER SHORTAGE
- STAGE 4
 - SEVERE WATER SHORTAGE

STAGES

- STAGE 1 - BEGINS APRIL 1ST EVERY YEAR
 - SIMPLE CONSERVATION MESSAGE FOR CUSTOMER AWARENESS
- STAGE 2 - TRIGGERS MILD WATER SHORTAGE
 - 90% AVERAGE DAILY CONSUMPTION
 - STORAGE TANK CAPACITY
 - GROUNDWATER WELL STATUS

STAGES

- STAGE 3 - TRIGGERS MODERATE WATER SHORTAGE CONDITION
- 100% AVERAGE DAILY CONSUMPTION
- STORAGE TANK REPLENISHMENT
- GROUNDWATER WELL STATUS

STAGES

- STAGE 4 - TRIGGERS SEVERE WATER SHORTAGE CONDITIONS
- 110% AVERAGE DAILY CONSUMPTION
- FAILURE OF MAJOR WATER SYSTEM COMPONENT
- SEVERE DROUGHT CONDITIONS

ENFORCEMENT

- STAGE 1 & 2 RESPONDS WITH STATED PUBLIC NOTIFICATION AND MESSAGES TO PUBLIC
- STAGE 3 RESPONDS WITH HIGHER LEVEL OF COMMUNICATION OF CRISIS AND GRADUATED MULTIPLIERS FOR RATE INCREASE IN WATER USAGE CHARGE
- STAGE 4 RESPONDS WITH MANDATORY RESTRICTIONS AND GRADUATED MULTIPLIERS FOR RATE INCREASE IN WATER USAGE CHARGE

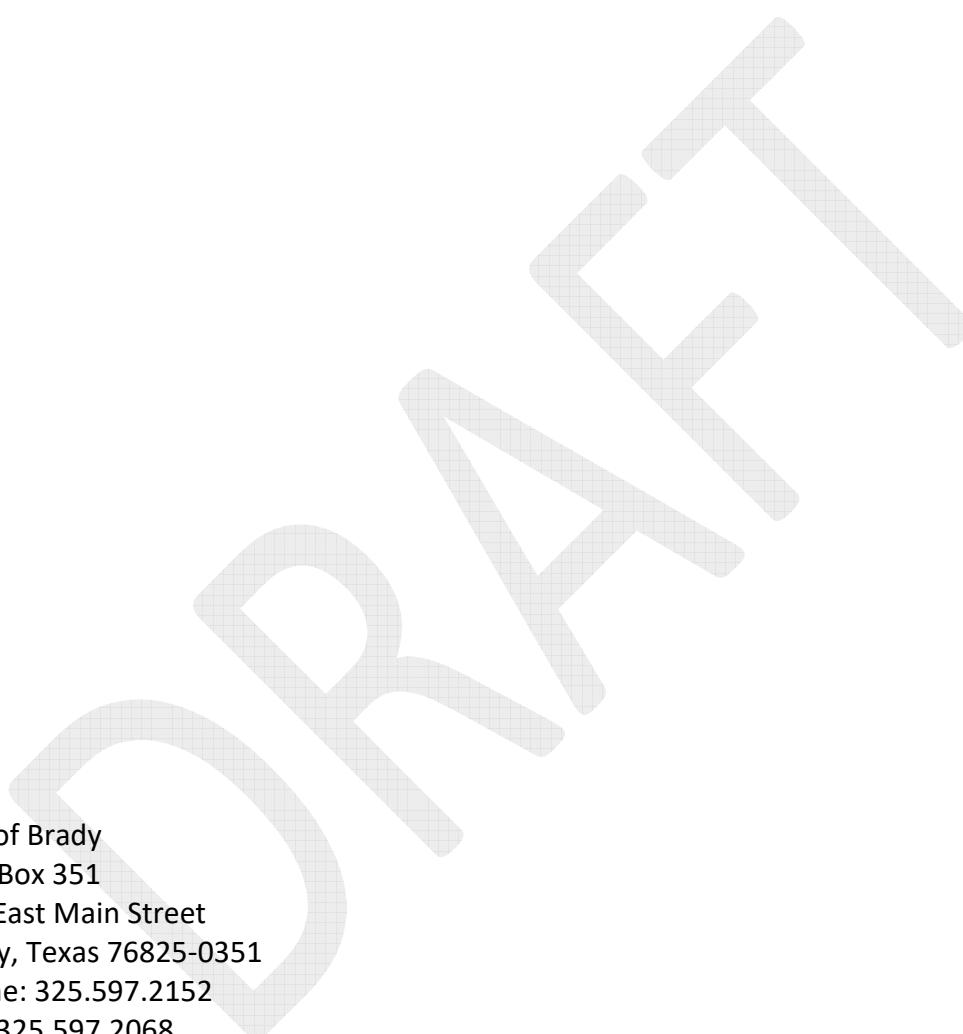
ORDINANCE ADOPTION

- ADOPTS THE 2024 WC AND DCP
- ENABLES ENFORCEMENT
- SETS NEW 5-YR CYCLE

DRAFT PLAN AS ATTACHED

CITY OF BRADY

2024 WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN



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

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ATTACHMENTS

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

YEAR 2024 BRADY WATER CONSERVATION & DROUGHT CONTINGENCY PLAN RENEWAL AND SUBMISSION

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

In 2019, city staff compiled this Water Conservation & Drought Contingency Plan (WCDCP) to meet an established 5-year cycle with the TWDB. TWDB has established a 5-year WCDCP submission schedule in which this document presents an updated version of the 2019 WCDCP.

For **2024** Water Conservation Plan requirements include:

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

Similarly, the Drought Contingency Plan requirements include:

- Trigger conditions
- Demand management
- Initiation and termination

Herewith, the **2024** WCDCP is presented by City of Brady incorporating the minimum required content.

I. GENERAL

PUBLIC INVOLVEMENT

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

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

City Council meetings are open to the public to consider and approve the **2024** Brady WCDCP renewal and submission.

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

In addition, this **2024** WCDCP renewal and submission is available for public review during the normal business hours of the City at City Hall located at 201 East Main Street, Brady, Texas 76825. Any comments received shall be considered for inclusion in the next revision or amendment to the Water Conservation & Drought Contingency Plan.

COORDINATION WITH REGIONAL WATER PLANNING GROUP

The water service area for the City of Brady is located within the Regional Water Planning Group F (Exhibit). A copy of this **2024** WCDCP renewal and submission has been provided to the Regional Water Planning Group F to seek comment and insure consistency with the approved regional water plan (Attachment B).

YEAR 2024 BRADY WCDCP RENEWAL AND SUBMISSION

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

DRAFT

II. WATER CONSERVATION PLAN

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

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

A. METERING DEVICES

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

B. WHOLESALE WATER SUPPLY CONTRACT REQUIREMENTS

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

C. SYSTEM WIDE INTEGRITY AND MONITORING

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

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

D . BEST MANAGEMENT PRACTICES - GOALS AND TARGETS

Water as a natural resource is vital to all life and species. In Texas, there is the phenomenon of drought that can severely affect availability of water resources. Two predominant primary sources exist for water supply throughout Texas and the southwest United States: groundwater and surface water impoundment, i.e., lakes and reservoirs. Brady groundwater supply for drinking water is from the Hickory aquifer. Brady Lake, a flood control reservoir, and recreational use lake is available for surface water use. However, the city's water treatment facility is configured for groundwater use only.

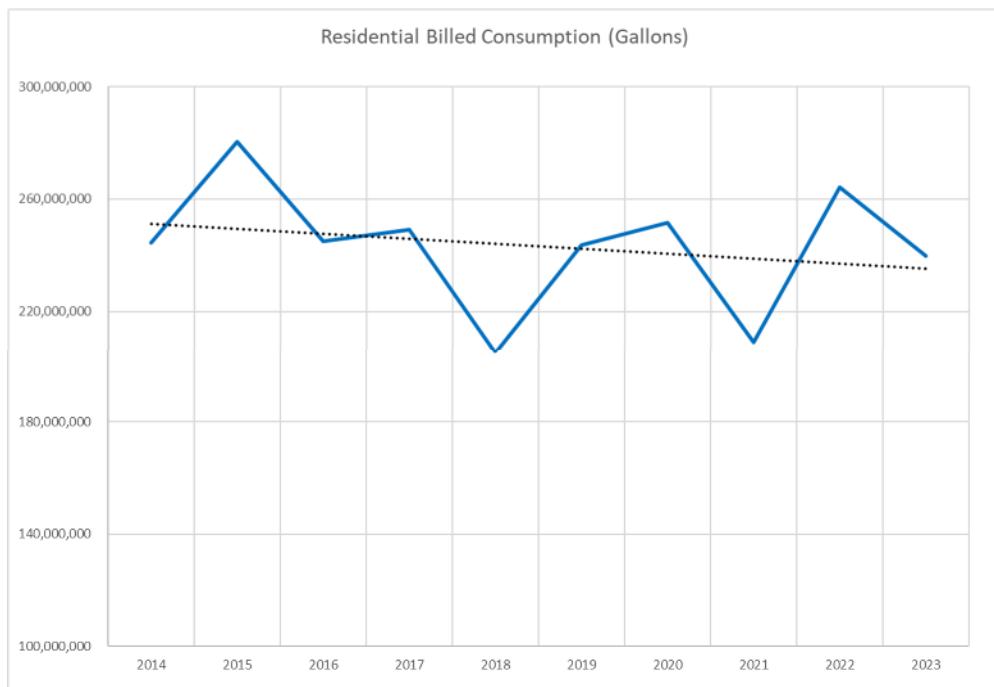
Texas Water Development Board and Texas Commission on Environmental Quality require political subdivisions or towns and cities to develop quantifiable and manageable 5-yr & 10-yr goals and targets for water savings and water loss control. Shown in Table 1 is Brady's water consumption history for several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

TABLE 1
5-yr and 10-yr GPCD

<u>year</u>	<u>residential consumption</u>	<u>base population</u>	<u>GPCD</u>
2019	243,570,000	5,300	126
2020	251,505,000	5,300	130
2021	209,049,000	5,300	108
2022	264,122,000	5,300	137
2023	239,692,000	5,300	124
2028	225,739,950	5,300	117
2033	231,025,418	5,300	119

Note: 2028 GPCD derived from a 5% reduction on previous 3-yr averaging above and likewise for 2033.

Utilizing the current dataset the following graph was derived.



It can be reasonably inferred from the graph that a downward trend is evident.

III. DROUGHT CONTINGENCY PLAN

The City of Brady shall adhere to a 4-stage Drought Contingency Plan as outlined in this **2024** WC&DCP Renewal and Submission document.

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

A. TRIGGER CONDITIONS

The City of Brady receives groundwater from seven (7) water wells that draw water from the Hickory Aquifer. Brady Lake reservoir is considered an alternate water source for drinking water purposes. However, substantial investment is needed at the city's groundwater treatment plant to properly process this surface water supply. The Hickory Aquifer remains the sole source of drinking water for the City of Brady. With multiple groundwater wells, if one fails there is backup to supplement supply for short periods of time. In spite of this redundancy, the City must be prepared to respond to any water supply situation whether a major incident or emergency. It must also be prepared to respond to other emergency conditions occurring in the City's system.

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

1. STAGE 1 TRIGGERS CUSTOMER AWARENESS

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

Stage 1 will begin:

Every April 1st, the City of Brady will post through social media a public announcement to its customers.

Stage 1 will end:

Every September 30th, the City of Brady will post through social media a public announcement to its customers.

2. STAGE 2 TRIGGERS MILD WATER SHORTAGE CONDITIONS

Requirements for initiation

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

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

Requirements for termination

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

3. STAGE 3 TRIGGERS MODERATE WATER SHORTAGE CONDITIONS

Requirements for initiation

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

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

- a. Average daily water consumption reaches 100% of average daily water consumption and production daily rate for three consecutive days.
- b. System storage tanks cannot be replenished for four (4) consecutive days.
- c. Two groundwater wells in the system are inoperable simultaneously.
- d. Supply from groundwater sources is diminished to 70% of water treatment capacity.
- e. Drawdown from the Hickory Aquifer reaches 7 feet as declared by the Hickory Underground Water Conservation District (HUCD).

Requirements for termination

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

4. STAGE 4 TRIGGERS SEVERE WATER SHORTAGE CONDITIONS

Requirements for initiation

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

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

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

Requirements for termination

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

B. DEMAND MANAGEMENT MEASURES

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

1. STAGE 1 RESPONSE - CUSTOMER AWARENESS

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

2. STAGE 2 RESPONSE - MILD WATER SHORTAGE CONDITIONS

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

In accordance with the triggering criteria set forth in Section A of this **2024** Brady WCP & DCP renewal and submission, the mayor or the duly appointed representative shall acknowledge that a mild emergency or water shortage condition exists and shall implement the following response measures:

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

3. STAGE 3 RESPONSE - MODERATE WATER SHORTAGE CONDITIONS

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

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

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

4. STAGE 4 RESPONSE - SEVERE WATER SHORTAGE CONDITIONS

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

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

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

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

C. PROVISION FOR WHOLESALE WATER CONTRACTS

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

D. EXEMPTIONS OR VARIANCES

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

E. PROCEDURES FOR ENFORCING MANDATORY WATER USE RESTRICTIONS

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

Stage 1

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

Stage 2

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

Stage 3

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

Residential, Commercial and Wholesale

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

*Rate as adopted for current fiscal year in effect.

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

Residential, Commercial and Wholesale

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

\$Rate*x1.20/1,000 - over 100,000 gallons

*Rate as adopted for current fiscal year in effect.

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

Stage 4

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

Residential and Commercial inside City

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

*Rate as adopted for current fiscal year in effect.

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

Residential and Commercial inside City

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

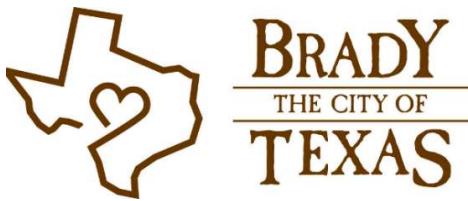
*Rate as adopted for current fiscal year in effect.

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

Attachment A

Wholesale Customer

DRAFT



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

325.597.2152 • fax 325.597.2068 • <https://www.bradytx.us>

February 15, 2024

Lakeland Services, Inc.
279 County Road 160
Brady, TX 76825

RE: City of Brady
2024 Water Conservation and Drought Contingency Plan

To Whom It May Concern:

The City of Brady is seeking to update our current Water Conservation and Drought Contingency Plan, which was originally completed in 2012 and amended in 2014. This update is being completed in the form of a 2024 resubmission that complies with Texas Water Development Board requirements including matching rules of Texas Commission on Environmental Quality.

To this end, and on behalf of the City of Brady, transmitted herewith please find one (1) copy of the "City of Brady 2024 Water Conservation and Drought Contingency Plan". As a wholesale customer to the City's public water system, this Plan is submitted for your review and to provide you the opportunity for input in the preparation of this resubmission.

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

Sincerely,
CITY OF BRADY


Steven Miller
Director – Public Works

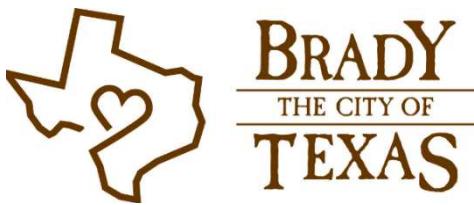
Enclosures

DRAFT

Attachment B

*Coordination with Region F
Water Planning Group*

DRAFT



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

325.597.2152 • fax 325.597.2068 • <https://www.bradytx.us>

February 14, 2024

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

via email cwalker@crmwd.org

re: City of Brady (McCulloch County)
2024 Water Conservation and Drought Contingency Plan

Mr. Walker,

The City of Brady is seeking to update our current Water Conservation and Drought Contingency Plan, which was originally completed in 2019. This update is being completed in the form of a 5-year renewal for 2024 submission that complies with Texas Water Development Board requirements including matching rules of Texas Commission on Environmental Quality.

To this end, and on behalf of the City of Brady, transmitted herewith please find one (1) copy of the draft "City of Brady 2024 Water Conservation and Drought Contingency Plan". As Chair of Region F Water Planning Group this WC&DCP is submitted for your review and to provide you with the opportunity for input in the preparation of this resubmission.

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

Sincerely,
CITY OF BRADY

Steven Miller
Director – Public Works

Enclosures

DRAFT

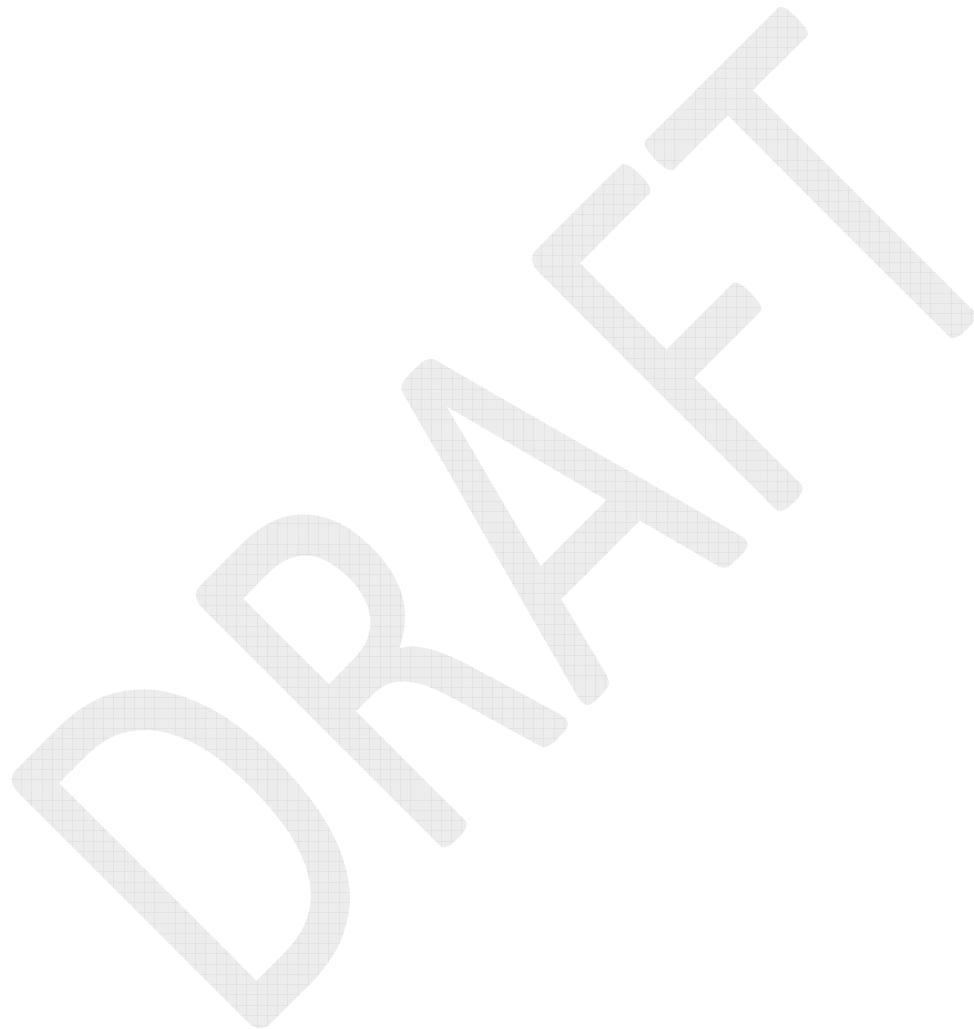
Attachment C

Adoption Ordinance

DRAFT

Attachment D

*Drought Contingency Plan Trigger
Conditions & Response Measures*



TRIGGER CONDITIONS & RESPONSE MEASURES

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

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

Attachment E

TWDB Utility Profile Report - BRADY

DRAFT

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	3/19/2024	AGENDA ITEM	7.A.
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding amendment to Interlocal Agreement between City of Brady and McCulloch County for labor, material and equipment sharing to improve/maintain infrastructure of public facilities.		
PREPARED BY:	E. Corbell	date	3/12/2024
EXHIBITS:	Agreement approved by City Council Email from Commissioner Anderson		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			
SUMMARY:			
On January 9 th , Brady City Council approved an interlocal agreement with McCulloch County for services, equipment and labor for road maintenance.			
Commissioner Carol Anderson has requested that the City consider the following amendments:			
<ol style="list-style-type: none"> 1. Under the "Recitals", the third statement could we strike the word "only"? This would expand the agreement under the City Responsibilities and County Responsibilities section. 2. Under the Agreement portion, Item C, City Responsibilities, could we add selected material that are not suitable for City projects and are suitable for use on City and/or County roads. The selected materials and their removal from project sites would be agreed upon between the City and the County to repair and maintain County roads and infrastructure. 3. Item D, County Responsibilities, The County would add the same statement proposed in #2 above for the City. 			

RECOMMENDED ACTION:
Approve agreement as desired.

Tina Keys

From: Carol Anderson <carol.anderson@co.mcculloch.tx.us>
Sent: Monday, March 4, 2024 6:39 AM
To: Erin Corbell
Subject: Interlocal Agreement

Good Morning, Erin. I am sending you the proposed changes in the Interlocal Agreement between the City of Brady and McCulloch County that was discussed at our last meeting on Feb. 26, 2024. There are just a couple of statements that were discussed, mostly to address the issue that concerns the Commissioners and our Road and Bridge Department. After you take a look at them, let me know what you think?

1. Under the "Recitals", the third statement could we strike the word "only"? This would expand the agreement under the City Responsibilities and County Responsibilities section.
2. Under the Agreement portion, Item C, City Responsibilities, could we add selected material that are not suitable for City projects and are suitable for use on City and/or County roads. The selected materials and their removal from project sites would be agreed upon between the City and the County to repair and maintain County roads and infrastructure.
3. Item D, County Responsibilities, The County would add the same statement proposed in #2 above for the City.

I sent an email to Judge Trull and County Attorney Greg Torres for their thoughts on the changes and they both agreed it would be more flexible for the City and the County. This would allow for the restriction on where the selected materials could be used to be removed. County Road and Bridge would be allowed to use the material on County Roads as well.

Take a look at the changes and let me know what you think? If you would like to suggest something different, feel free to. Moving forward on a very limited materials budget for the County, I am just looking for any ways to improve on our willingness to work together and still being fiscally responsible to the Citizens of the City and County.

I will look forward to your reply as I will need to put it on the agenda for our next Commissioners Court meeting in March.

Thank you for your time!
Carol Anderson
Precinct #1 Commissioner

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

This Interlocal Cooperation Agreement (Agreement) is made and effective this ____ day of _____, 20____ by and between the City of Brady, Texas, (City), and McCulloch County, Texas (County), hereinafter collectively referred to as the "Parties", upon the premises and for the consideration stated herein.

RECITALS

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

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

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

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

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

A. *Recitals*

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

B. *Term*

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

C. *City Responsibilities*

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

D. *County Responsibilities*

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

E. *Supervision*

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

F. *Termination*

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

G. *Choice of Law and Venue*

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

H. *Notice*

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

CITY: City of Brady
Attn: Erin Corbell, City Manager
P O Box 351
Brady, TX 76825

COUNTY: McCulloch County, Texas
199 Courthouse Square, RM 302
Brady, TX 76825

APPROVED AND EXECUTED this ____ day of _____, 20____ by City of Brady.

APPROVED AND EXECUTED this ____ day of _____, 20____ by McCulloch County.

CITY OF BRADY, TEXAS

BY: _____
Aaron Garcia, Mayor

DATE: _____

Attest: _____
Tina Keys, City Secretary

MCCULLOCH COUNTY, TEXAS

BY: _____
Frank Trull, County Judge

DATE: _____

ATTEST: _____

City Council

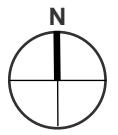
City of Brady, Texas

Agenda Action Form

AGENDA DATE:	3/19/2024	AGENDA ITEM	7.B.
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding results of feasibility study for Fire Station/Eikon		
PREPARED BY:	E. Corbell	date	3/12/2024
EXHIBITS:	Feasibility Study		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			

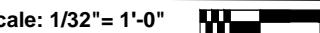
SUMMARY: On January 23 rd , City Council authorized the City Manager to execute an additional services agreement to conduct a feasibility study on an alternative location for the Fire Station. The agreement was executed and returned to Eikon on January 24 th . Eikon provided an estimated delivery date for the study of March 18 th , 2024. This item is to review and discuss the study.

RECOMMENDED ACTION: Direct staff as desired.
--



Conceptual Site Plan

scale: 1/32" = 1'-0"



FAIR STREET

18 - MARCH - 2024

These drawings are not for construction purposes and intended for aesthetic design intent only. The designs shown are the property of EiKON Consulting Group, LLC © Copyright 2024 and are not to be used or disclosed, in whole or in part, except in accordance with a contract, license, or agreement in writing with EiKON Consulting Group, LLC. This document is released for the purpose of interim review under the authority of Jim Wilson 15260, Texas Firm F-12759



NEW CONSTRUCTION:
 -LIVING QUARTERS 3,860 S.F.
 -EXERCISE/BUNKER/DECON 970 S.F.
 -EQUIP. STORAGE 2,200 S.F.
TOTAL 7,030 S.F.

EXISTING/RENOVATION:
 -ADMIN. AREAS 2,400 S.F.
 -APPARATUS BAY 4,940 S.F.
TOTAL 7,340 S.F.

SITE IMPROVEMENTS:
 -PAVED AREA 19,600 S.F.
 -PARKING AREA 5,500 S.F.
 -PUBLIC PARKING AREA 2,200 S.F.
TOTAL 27,300 S.F.

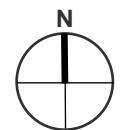
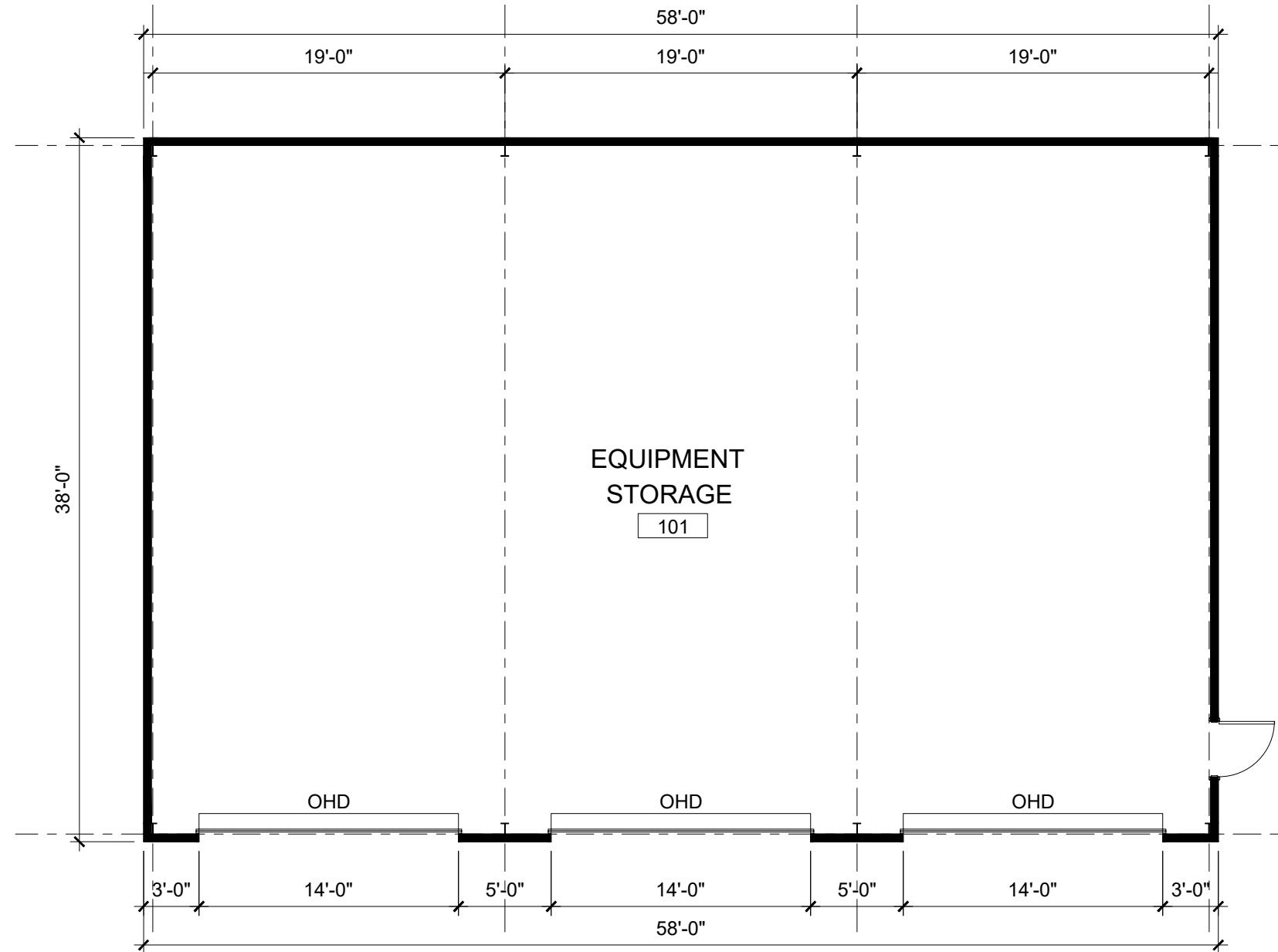


Conceptual Floor Plan

scale: 1/16" = 1'-0"

14 - MARCH - 2024

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Conceptual Floor Plan - Equip. Storage

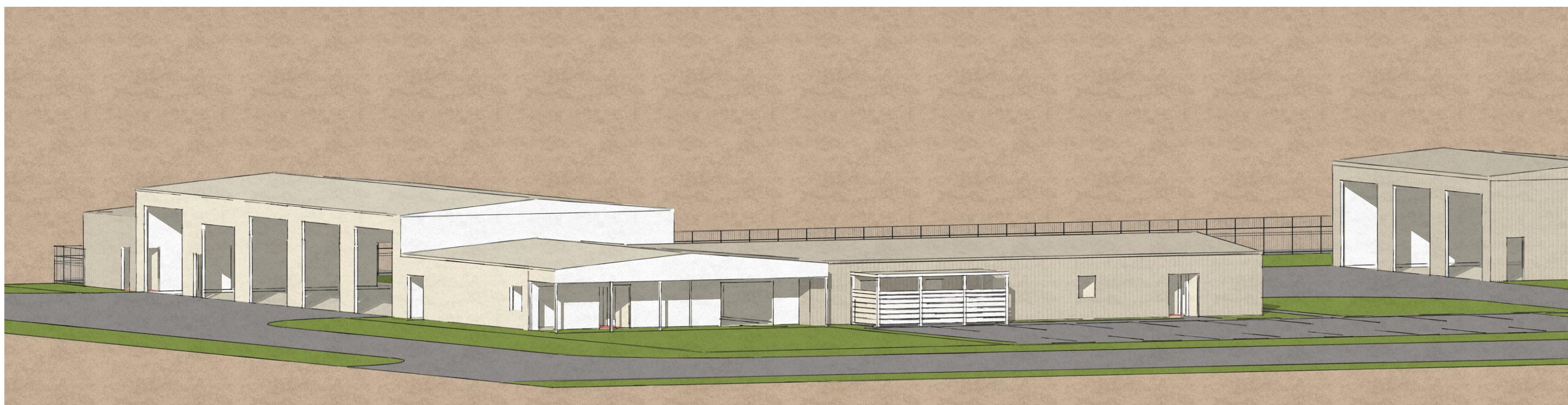
scale: 1/8" = 1'-0"

0 5' 10'

18 - MARCH - 2024

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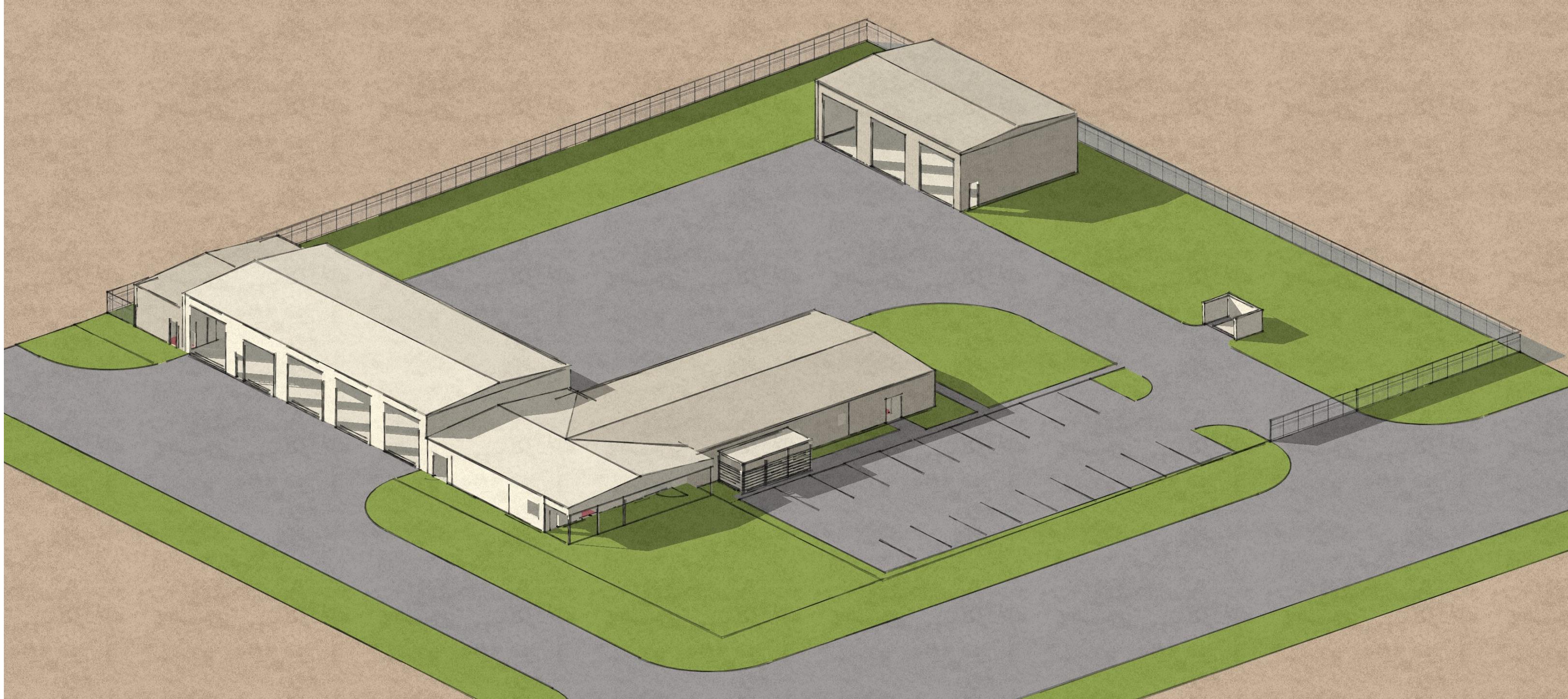
EIKON



Perspective View

14 - MARCH - 2024

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Bird's Eye View

14 - MARCH - 2024

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CONCEPTUAL COST ESTIMATE

March 18, 2023

Brady Fire Station - Addition Renovation

Design encompasses current environmental climate in regards to sustainability and energy efficiency.

EOC BUILDING AREA (INCLUDING EXISTING AND ADDITIONS) (+/- SF)		12,130	
INTERIOR RENOVATION (+/- SF)		2,400	
FIRE STATION BUILDING AREA - ADDITION (+/- SF)		4,830	
EQUIPMENT STORAGE BUILDING AREA (+/- SF)		2,200	
Description	Unit/(\$)	Area/Length	Total
MOBILIZATION/GENERAL CONDITIONS	\$ 40.00	4,830	\$ 193,200
SELECTIVE DEMOLITION	\$ 2.50	2,400	\$ 6,000
EXCAVATION AND SITE WORK	\$ 5.25	35,500	\$ 186,375
BUILDING FOUNDATION	\$ 55.00	7,030	\$ 386,650
CONCRETE PAVING AREA	\$ 20.00	27,700	\$ 554,000
METAL BUILDING STRUCTURES	\$ 20.00	7,030	\$ 140,600
METALS AND STEEL	\$ 33.00	4,830	\$ 159,390
LANDSCAPE	\$ 5.00	4,400	\$ 22,000
CARPENTRY	\$ 18.00	4,830	\$ 86,940
THERMAL/MOISTURE AND ROOFING	\$ 15.00	4,830	\$ 72,450
FINISHES	\$ 21.00	7,230	\$ 151,830
SPECIALTIES	\$ 9.50	2,200	\$ 20,900
FENCING/GATES	\$ 65.00	50	\$ 3,250
PLUMBING	\$ 19.00	4,830	\$ 91,770
MECHANICAL	\$ 25.00	4,830	\$ 120,750
ELECTRICAL	\$ 43.00	4,830	\$ 207,690
IT/SECURITY	\$ 9.00	4,830	\$ 43,470
SITE UTILILITES	\$ 300.00	275	\$ 82,500
	Subtotal		\$ 2,529,765
	Contractor Fee	7.00%	\$ 177,084
	Contingency	3.00%	\$ 75,893
Bonding/General Liability/Builder's Risk		1.25%	\$ 31,622
	Subtotal	11.25%	\$ 2,814,364
Construction Materials Testing		2.00%	\$ 50,595
	Subtotal	13.25%	\$ 2,864,959
Professional Service Fees		12.00%	\$ 303,572
Regulatory Fees		0.00%	\$ -
Furniture, Furnishings and Equipment		5.00%	\$ 126,488
	TOTAL	\$ 3,295,019	
NOTES			

* This cost estimate is based on historical data from previous projects over the last 12-18 months for similar projects in size and scope. This is only an estimate and could be subject to changes in the economy and the market.

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	3/19/2024	AGENDA ITEM	7.C.
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AGENDA SUBJECT:	Discussion, consideration and possible action regarding requesting Planning and Zoning Commission to consider allowing mobile home overlay or special use permit in single family residential with terms and conditions if allowed.
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PREPARED BY:	S. Hicks/E. Corbell	Date Submitted:	03/13/2024
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EXHIBITS:	
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BUDGETARY IMPACT:	Required Expenditure:	\$00.00
	Amount Budgeted:	\$00.00
	Appropriation Required:	\$00.00

CITY MANAGER APPROVAL:	
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SUMMARY: There have been recent requests to allow mobile home zoning in single family residential neighborhoods. These requests appear to be spot zoning, which is not allowed. With the price of construction ever increasing, Council may consider requesting the Planning and Zoning Commission consider allowing a special use permit or overlay to allow mobile home development in certain neighborhoods with certain terms and conditions or can continue to consider traditional zoning changes.

RECOMMENDED ACTION: Direct staff as desired.
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City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	03/19/2024	AGENDA ITEM	7.E.
AGENDA SUBJECT:	Discussion, consideration, and possible action approving renewal of a 5-year lease agreement with Redeemer Church for the old K-Life (Boy Scout) Building to conduct a community Youth Program.		
PREPARED BY:	T. Keys	Date Submitted:	2/29/2024
EXHIBITS:	Lease Agreement		
BUDGETARY IMPACT:	Required Expenditure:	\$0.00	
	Budget Amount Available:	\$0.00	
	Appropriation Required:	\$0.00	
CITY MANAGER APPROVAL:			
SUMMARY:	For 20 years the K-Life Program has leased this facility from the City of Brady. K-Life closed their doors on February 28, 2019. Redeemer Church is requesting to renew their 5-year lease under the same terms.		
RECOMMENDED ACTION:			
Move to approve lease agreement			

LEASE AGREEMENT

THE STATE OF TEXAS

COUNTY OF McCULLOCH

THIS LEASE AGREEMENT is made and executed this 5th day of March, 2024, in duplicate between the City of Brady, whose address is 201 E. Main Street, Brady, Texas 76825, herein called "Lessor", and Redeemer Church, herein called "Lessee", whose address is 200 W. 4th St., Brady, Texas 76825.

DESCRIPTION OF PREMISES

1.01 Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain real property, including the improvements thereon, in McCulloch County, Texas, formerly known as the Boy Scouts Lodge, herein called the "leased premises", and described as follows, to-wit:

All of Block Number 141, Luhr Addition to the City of Brady, less 67 feet by 100 feet out of the Southeast corner of said block.

TERM

2.01 The term of this lease shall be for a period of five years and shall commence on the 5th day of March, 2024, and shall terminate on the 4th day of March, 2029, subject however to earlier termination as herein provided. Upon termination of the term, Lessor grants to Lessee an option to lease the leased premises for an additional five years on the same terms and conditions as this lease except the amount of rent which will be negotiated by Lessor and Lessee at that time.

2.02 The foregoing option must be exercised by giving written notice of such intention to Lessor not less than thirty nor more than ninety days prior to the end of the then-expiring term. After notice is given, Lessee and Lessor will redetermine the rent and, if an agreement is reached, Lessor and Lessee shall both execute an Addendum setting forth the rental rate for the succeeding five-year term and the renewal of the lease.

2.03 Lessee shall not be allowed to exercise the herein above referenced option if the lease is in default at the time the notice is given. If the lease or any covenants contained herein are breached as of the option notice date or thereafter, the option provision shall lapse and become null and void.

USE AND OCCUPANCY

3.01 The leased premises shall be used only as a center for education, training, counseling, and meeting with area youth, including their teachers, counselors, and family members, as well as any other lawful purpose. Lessee shall not permit the leased premises or any part thereof to be used for (a) the conduct of any offensive, noisy, or dangerous activity that would increase the premium for fire insurance on the leased premises; (b) the creation or maintenance of a public nuisance; (c) anything which is against laws, regulations or rules of any public authority at any time applicable to the leased premises; or (d) any purpose or in any manner which will obstruct, interfere with, or infringe on the rights of other tenants of adjoining property.

LESSOR'S COVENANTS

4.01 If the leased premises, or any part thereof, shall be partially damaged by fire or other casualty, the premises promptly shall be repaired by Lessor. If the leased premises should be damaged to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage. Lessor shall have no liability for loss or destruction of personal property.

4.02 Lessor agrees to pay all utilities during the term of this lease not to exceed \$200.00 per month.

LESSEE'S COVENANTS

5.01 Lessee, during the term of this lease, shall use reasonable efforts to make all necessary and reasonable repairs to the leased premises unless Lessee determines that such repairs are not economically feasible. No liability shall result from its failure to keep said leased premises in repair as aforesaid, unless Lessee has had a reasonable time to make repairs and notice has been given to it by Lessor in writing requesting same. Lessor shall have the right to enter upon the leased premises at all reasonable times for the purposes of examination of the leased premises and equipment and in making necessary repairs and alterations.

5.02 Lessee shall commit no act of waste and shall take good care of the leased premises and the fixtures and appurtenances thereto. Lessee agrees, at its own expense, to perform the consideration herein and thereafter, to maintain the leased premises, fixtures and appurtenances thereto in good repair, and in at least as good a condition as that in which they were delivered, allowing for ordinary wear and tear. Except in the case of repair, replacement, or remodeling, Lessee shall not sell nor remove any portion of the leased premises, including, without limitation, hot water heater, air conditioning unit, appliances, furniture and fixtures.

5.03 Lessee shall maintain the yard by mowing and watering on a timely basis and shall water all trees on a regular basis so as to maintain vigor and promote growth. No automobiles or motorcycles may be parked on the lawn. No wrecked, junked or inoperable automobiles or motorcycles may be stored on the property. Lessee shall bear the expense of mowing and watering except as provided in Paragraph 5.02 above. The proper maintenance of the yard, trees and shrubs and visible appearance of the leased premises is a significant consideration for rental of the leased premises to Lessee.

5.04 Lessee shall not, without first obtaining the written consent of Lessor, make any major structural alterations, additions or improvements in, to or about the leased premises except for the repair, replacement, or remodeling provided for herein. All improvements made by Lessee to the leased premises which are so attached to the leased premises that they cannot be removed without material injury to the leased premises shall become the property of Lessor upon installation.

5.05 Lessee shall not assign the lease nor sublet the leased premises or any interest therein without first obtaining the written consent of Lessor; however, Lessor expressly consents to the use by the Boy Scouts as provided herein. This provision shall not operate to prevent Lessee from allowing church or civic groups to utilize the premises from time to time. A consent by Lessor to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting. An assignment or subletting without the written consent of Lessor, or an assignment or subletting by operation of law, shall be void, and shall, at the option of Lessor, terminate this lease.

5.06 Lessee shall pay, before delinquent, all taxes assessed against furniture, fixtures and other personal property owned or placed by Lessee in or on the leased premises.

5.07 Lessee accepts the premises in their present condition "AS IS".

5.08 Lessee agrees to move out of the premises at the end of the term, provided a new term has not been agreed upon.

5.09 Lessor agrees to continue to allow the Boy Scouts to store their equipment and hold their meetings in the building the subject of this lease provided such meetings do not conflict with Redeemer Church activities.

INSURANCE

6.1 Lessor shall have no duty to obtain fire or casualty insurance of any kind upon any

property belonging to Lessee, including, without limitation, furniture, clothing, jewelry, equipment, fixtures or any other personal property, and Lessor shall have no liability for any loss or damage to any property owned by Lessee.

6.2 Lessor shall maintain hazard insurance coverage on the building in an amount not less than \$150,000.

ABANDONED PROPERTY

7.01 Lessor may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

LESSOR'S REMEDIES ON DEFAULT

8.01 If Lessee shall default hereunder and remain in default for more than thirty (30) days after written notice of such default, or should any other person than Lessee secure possession of the premises, or any part thereof, by reason of any receivership, bankruptcy proceedings, or other operation of law in any manner whatsoever, Lessor may at its option, without notice to Lessee, terminate this lease, or in the alternative, Lessor may reenter and take possession of said premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass, and relet the premises or any part thereof, for all or any part of the remainder of said term, to a party satisfactory to Lessor, and at such monthly rental as Lessor may with reasonable diligence be able to secure.

8.02 All rights and remedies of lessor under this lease shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.

HOLDOVER BY LESSEE

9.01 If Lessee does not vacate the premises following termination of this lease, Lessee will become a tenant at will and must vacate the Premises on receipt of notice from Lessor. No holding over by Lessee, whether with or without the consent of Lessor, will extend the Term.

9.02 Should Lessee remain in possession of the leased premises with the consent of Lessor after the expiration of this lease, a new tenancy from month to month shall be created between Lessor and Lessee which shall be subject to all the terms and conditions of this lease but which shall be terminable by 30 day's written notice served by either Lessor or Lessee on the other party to this lease.

INDEMNITY

10.01 Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of Lessee's occupancy of the leased premises or from any breach on the part of Lessee of any conditions of this lease, or from any act or negligence of Lessee, its guests, agents, contractors, employees, subtenants, concessionaires, or licensees in or about the leased premises. In case of any action or proceeding brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, covenants to defend such action or proceeding by counsel acceptable to Lessor.

MISCELLANEOUS

11.01 All notices provided to be given under this agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following address:

TO LESSOR:

City of Brady
201 E. Main Street
Brady, TX 76825

TO LESSEE:

Redeemer Church
200 W. 4th Street
Brady, Texas 76825

11.02 This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns where permitted by this agreement.

11.03 This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in McCulloch County, Texas.

11.04 In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11.05 This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

11.06 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

11.07 The rights and remedies provided by this lease agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other

remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

11.08 No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this lease shall be deemed to be waiver of any other breach of the same or any other term, condition, or covenant contained herein.

11.09 In the event Lessor or Lessee breaches any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

11.10 Time is expressly declared to be of the essence of this lease.

11.11 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement as of the day and year first above written.

LESSOR:

City of Brady, Texas
A Municipal Corporation

By: _____
Aaron Garcia, Mayor

Attest: _____
Tina Keys, City Secretary

LESSEE:

Redeemer Church

By: _____
Paden Behrens

Attest: _____

Center Center Meals Served
Director Rosie Aguirre
Monthly Report October 2023-September 2024

SERVICES	FISCAL YEAR 20232-2024												
	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	APR	MAY	JUNE	JULY	AUG.	SEPT.	To Date Total
Days Meals Served	20	19	20	21	19	22	21	20	22	22	21	21	248
Average Daily Meals													
Meals @ Sunset Center	711	683	603	677	631								
Home Delivered Meals	911	746	723	710	730								
Total Meals	1,622	1,429	1,326	1,387	1,361	-	-	-	-	-	-	-	-
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 2022-2023												
	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	APR	MAY	JUNE	JULY	AUG.	SEPT.	To Date Total
Days Meals Served	20	19	20	21	19	22	21	20	22	22	21	21	248
Average Daily Meals													
Meals @ Sunset Center	454	429	456	461	433	550	503	617	625	570	824	639	6,561
Home Delivered Meals	669	697	692	679	660	989	853	984	925	850	1,026	894	9,918
Total Meals	1,123	1,126	1,148	1,140	1,093	1,539	1,356	1,601	1,550	1,420	1,850	1,533	16,479
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.													

Monthly Report
FY 2024

Item	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL
Rounds	141	114	82	50	99								
Green Fees	\$ 2,068.00	\$ 1,661.00	\$ 1,202.00	\$ 766.00	\$ 1,423.00								
Membership Rounds	331	299	297	154	304								
Student Rounds	7	8	10	9	7								
Total Rounds	479	421	389	213	410								
Trail Fee													
Trail Fee Revenues													
Cart Rentals	101	65	54	45	86								
Cart Revenue	\$ 1,693.74	\$ 1,219.49	\$ 1,016.20	\$ 799.44	\$ 1,409.19								
Cart Shed Rental													
Vending Revenue	\$ 725.94	\$ 761.82	\$ 366.65	\$ 309.89	\$ 698.81								
Memberships	99	37	41	22	40								
Membership Fees	\$ 20,690.00	\$ 4,800.00	\$ 2,920.00	\$ 960.00	\$ 1,715.00								
Driving Range	31	17	21	15	34								
Range Revenue	\$ 112.40	\$ 60.00	\$ 69.15	\$ 60.60	\$ 147.50								
Misc.													
Total Revenue	\$ 25,290.08	\$ 8,502.31	\$ 5,574.00	\$ 2,895.93	\$ 5,393.50								

None of the above figures includes sales tax

Item	FY 2023
Rounds	
Green Fees	
Membership Rounds	
Student Rounds	
Total Rounds	
Trail Fee	
Trail Fee Revenues	
Cart Rentals	
Cart Revenue	
Cart Shed Rental	
Vending Revenue	
Memberships	
Membership Fees	
Driving Range	
Range Revenue	
Misc.	
Total Revenue	\$ -

GOLF COURSE - 05

Date	Cash Gross Sales	Cash Taxable Sales	Credit Gross Sales	Credit Taxable Sales
2/1/2024	\$120.17	\$92.67	\$51.54	\$29.29
2/2/2024	\$21.23	\$18.98	\$46.90	\$16.40
2/3/2024	\$25.04	\$25.04	\$70.02	\$30.02
2/4/2024	\$21.99	\$21.99	\$145.95	\$118.20
2/5/2024	\$0.00	\$0.00	\$0.00	\$0.00
2/6/2024	\$66.25	\$36.25	\$59.36	\$47.11
2/7/2024	\$26.40	\$9.15	\$57.55	\$37.55
2/8/2024	\$25.52	\$15.52	\$0.00	\$0.00
2/9/2024	\$38.49	\$6.24	\$50.13	\$26.38
2/10/2024	\$55.04	\$25.04	\$39.08	\$27.58
2/11/2024	\$4.99	\$4.99	\$0.00	\$0.00
2/12/2024	\$0.00	\$0.00	\$0.00	\$0.00
2/13/2024	\$28.32	\$16.07	\$12.52	\$12.52
2/14/2024	\$14.98	\$11.23	\$26.33	\$14.83
2/15/2024	\$57.08	\$11.08	\$107.45	\$69.95
2/16/2024	\$115.54	\$45.54	\$64.52	\$24.77
2/17/2024	\$0.00	\$0.00	\$0.00	\$0.00
2/18/2024	\$36.86	\$22.36	\$184.53	\$82.28
2/19/2024	\$0.00	\$0.00	\$0.00	\$0.00
2/20/2024	\$66.15	\$29.15	\$72.62	\$49.62
2/21/2024	\$21.48	\$6.23	\$45.03	\$25.03
2/22/2024	\$35.04	\$25.04	\$111.05	\$56.55
2/23/2024	\$115.62	\$75.62	\$167.69	\$89.44
2/24/2024	\$54.75	\$47.50	\$341.98	\$138.48
2/25/2024	\$184.66	\$80.41	\$497.28	\$218.28
2/26/2024	\$91.16	\$77.66	\$98.82	\$79.32
2/27/2024	\$0.00	\$0.00	\$0.00	\$0.00
2/28/2024	\$0.00	\$0.00	\$0.00	\$0.00
2/29/2024	\$25.76	\$15.76	\$17.09	\$11.09
Total	\$1,252.52	\$719.52	\$2,267.44	\$1,204.69

Manager Signature

Total Gross Sales: \$3,519.96

CALLS 2023-2024	OCT	NOV	DEC	JAN	FEB	MAR	APR
RUNS	79	70	102	100	114		
INSURANCE	33	29	54	63	69		
ALS	33	35	59	57	68		
BLS	28	26	45	30	37		
ALS FALL	1	5	8	7	3		
BLS FALL	3	5	13	10	9		
TRAUMA	20	12	28	13	15		
TRAUMA DEATH	0	0	1	0	1		
D.O.A.	0	1	1	2	2		
M.V.A. CITY	3	2	3	3	2		
M.V.A. COUNTY	3	3	10	2	1		
FIRE CITY	2	3	3	4	4		
FIRE COUNTY	2	1	2	4	1		
HELICOPTER	1	1	4	2	1		
HELICOPTER REFUSAL	0	0	0	0	0		
COUNTY CALLS	8	14	18	14	9		
CANCEL	2	2	0	2	3		
TRANSFER	0	0	0	0	0		
REFUSAL	26	22	33	24	25		
GAS LEAK	0	0	0	0	1		
MEDICAL ALARM	1	3	0	1	0		
FIRE ALARM	0	0	1	1	3		
LIFT ASSIST	0	0	0	0	0		
OVER 20 MINUTES	9	10	19	17	18		
OTHER	1	1	0	0	0		
B.V.F.D. CITY	1	0	3	4	2		
B.V.F.D. COUNTY	6	3	11	5	5		

MAY	JUNE	JULY	AUG	SEPT	TOTALS	
					RUNS	
					INSURANCE	
					ALS	
					BLS	
					ALS FALL	
					BLS FALL	
					TRAUMA	
					TRAUMA DEATH	
					D.O.A.	
					M.V.A. CITY	
					M.V.A. COUNTY	
					FIRE CITY	
					FIRE COUNTY	
					HELICOPTER	
					HELICOPTER REFUSAL	
					COUNTY CALLS	
					CANCEL	
					TRANSFER	
					REFUSAL	
					GAS LEAK	
					MEDICAL ALARM	
					FIRE ALARM	
					LIFT ASSIST	
					OVER 20 MINUTES	
					OTHER	
					B.V.F.D. CITY	
					B.V.F.D. COUNTY	

2024 RUNS

TO: BRADY CITY COUNCIL

FROM: LETHA MOORE

THROUGH: ERIN CORBELL, ACTING CITY MANAGER

SUBJECT: MONTHLY ANIMAL CONTROL REPORT

FISCAL YEAR 2023-2024

Invoice Register - Airport																						
INVOICE	DATE	Fisrt Name	Last Name	TYPE	611.00 Rental	6.11.01 T Hangar	611.02 Hangar	815.00 REM	640.1 Tie Down	645.00 Misc	614.00 Taxable Sales	2111.53 Sales Tax	646.00 AvGas	646.01 Jet- A	647.00 Military	FET REM	TOTAL SALE	Price Per Gallon	AvGas Gallons	Jet-A Gallons	Military Jet Gallons	
316742	1/2/2024	Dale	Scott	CH		\$100.00							\$0.00	\$0.00	\$0.00	\$0.00	\$100.00					
316743	1/2/2024	Stan	Amyett	CH	\$100.00	\$100.00							\$0.00	\$0.00	\$0.00	\$0.00	\$200.00					
316744	1/2/2024	Rick	Morgan	CH		\$100.00							\$0.00	\$0.00	\$0.00	\$0.00	\$100.00					
316745	1/2/2024	Trennen	Merren	CH		\$200.00							\$0.00	\$0.00	\$0.00	\$0.00	\$200.00					
316746	1/2/2024	Tom	Bowles	CH		\$100.00							\$0.00	\$0.00	\$0.00	\$0.00	\$100.00					
316747	1/2/2024	Day Aircraft		CH	\$700.00								\$0.00	\$0.00	\$0.00	\$0.00	\$700.00					
316748	1/2/2024	Billie	Roddie	CH		\$100.00							\$0.00	\$0.00	\$0.00	\$0.00	\$100.00					
316749	1/2/2024	Clay	Powell	CH	\$100.00								\$0.00	\$0.00	\$0.00	\$0.00	\$100.00					
316750	1/2/2024	Hector	Raudry	CH					\$50.00				\$0.00	\$0.00	\$0.00	\$0.00	\$50.00					
316751	1/2/2024	Jeff	Smaistrla	CH	\$30.00								\$0.00	\$0.00	\$0.00	\$0.00	\$30.00					
316752	1/2/2024	Richard	Jolliff	CH		\$100.00							\$0.00	\$0.00	\$0.00	\$0.00	\$100.00					
316753	1/2/2024	Slade	Townsend	CH	\$100.00								\$0.00	\$0.00	\$0.00	\$0.00	\$100.00					
316754	1/2/2024	Mike	Roy	CH		\$100.00							\$153.73	\$0.00	\$0.00	\$0.00	\$253.73	5.590000	27.5			
													\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
1329	1/2/2024	Stan	Amyett	CC									\$139.19	\$0.00	\$0.00	\$0.00	\$139.19	5.590000	24.9			
1330	1/2/2024		Mod Air LLC	CC	\$1,200.00								\$0.00	\$0.00	\$0.00	\$0.00	\$1,200.00					
1331	1/2/2024		Mod Air LLC	CC	\$1,200.00								\$0.00	\$0.00	\$0.00	\$0.00	\$1,200.00					
1332	1/2/2024		Mod Air LLC	CC	\$1,200.00								\$0.00	\$0.00	\$0.00	\$0.00	\$1,200.00					
1333	1/2/2024			Contract									\$0.00	\$2,235.83	\$0.00	\$0.00	\$2,235.83	3.922500	570			
1334	1/2/2024	Clint	Rejsek	CC		\$100.00							\$0.00	\$0.00	\$0.00	\$0.00	\$100.00					
1335	1/2/2024	Brant	Glenn	CC		\$100.00							\$0.00	\$0.00	\$0.00	\$0.00	\$100.00					
1336	1/3/2024	Tim	Taylor	CC	\$500.00								\$0.00	\$0.00	\$0.00	\$0.00	\$500.00					
1337	1/3/2024	Mel	Clark	CC	\$300.00								\$0.00	\$0.00	\$0.00	\$0.00	\$300.00					
1338	1/3/2024	Stan	Amyett	CC									\$47.52	\$0.00	\$0.00	\$0.00	\$47.52	5.590000	8.5			
1339	12/30/2024	David	Morton	CC									\$67.08	\$0.00	\$0.00	\$0.00	\$67.08	5.590000	12			
1340	1/5/2024			CC									\$83.85	\$0.00	\$0.00	\$0.00	\$83.85	5.590000	15			
1341	1/6/2024		AJ	CC									\$432.67	\$0.00	\$0.00	\$0.00	\$432.67	5.590000	77.4			
1342													\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
1343	1/6/2024	David	Morton	CC									\$50.31	\$0.00	\$0.00	\$0.00	\$50.31	5.590000	9			
1344	1/8/2024		ATP	CC									\$130.81	\$0.00	\$0.00	\$0.00	\$130.81	5.590000	23.4			
1345	1/8/2024		Skyhorse	CC									\$525.00	\$0.00	\$0.00	\$0.00	\$525.00	5.250000	100			
1346	1/8/2024	Stan	Amyett	CC									\$92.79	\$0.00	\$0.00	\$0.00	\$92.79	5.590000	16.6			
1347	1/9/2024		Net Jet	Contract									\$0.00	\$1,149.29	\$0.00	\$0.00	\$1,149.29	3.922500	293			
1348	1/11/2024	Mike	Roy	CC									\$112.92	\$0.00	\$0.00	\$0.00	\$112.92	5.590000	20.2			
1349	1/12/2024	Richard	Jolliff	CC									\$39.00	\$3.22	\$0.00	\$0.00	\$42.22					
1350	1/12/2024			CC									\$75.00									
1351	1/16/2024			CC										\$174.41	\$0.00	\$0.00	\$0.00	\$174.41	5.590000	31.2		
1352	1/16/2024	David	Morton	CC										\$49.19	\$0.00	\$0.00	\$0.00	\$49.19	5.590000	8.8		
1353	1/14/2024			CC										\$0.00	\$2,121.75	\$0.00	\$0.00	\$2,121.75	5.750000	369		
1354	1/18/2024	Mel	Clark	CC										\$92.79	\$0.00	\$0.00	\$0.00	\$92.79	5.590000	16.6		
1355	1/18/2024			CC										\$55.90	\$0.00	\$0.00	\$0.00	\$55.90	5.590000	10		
1356	1/19/2024			CC										\$123.54	\$0.00	\$0.00	\$0.00	\$123.54	5.590000	22.1		
1357	1/22/2024	Clint	Rejsek	CC										\$83.85	\$0.00	\$0.00	\$0.00	\$83.85	5.590000	15		
1358	1/22/2024			CC										\$167.14	\$0.00	\$0.00	\$0.00	\$167.14	5.590000	29.9		
1359	1/22/2024			CASH										\$0.00	\$339.25	\$0.00	\$0.00	\$339.25	5.750000	59		

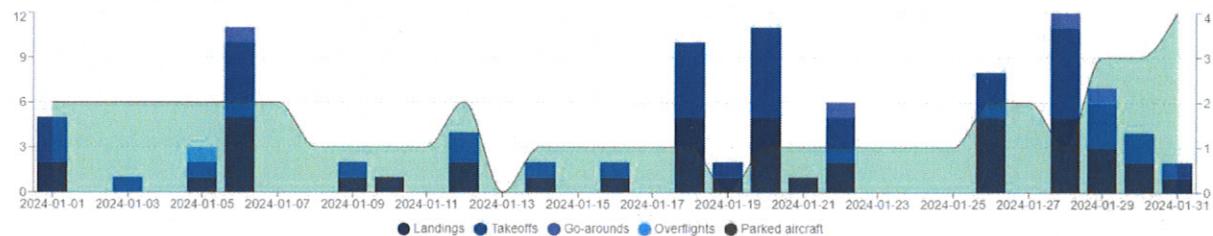
OPS Report - Airport						
INVOICE	DATE	SE	ME	Turbine	Jet	HELO
1329	1/2/2024		2			
1330	1/2/2024			2		
1331	1/2/2024			2		
1332	1/2/2024			2		
1333	1/2/2024					4
1338	1/3/2024		2			
1339	12/30/2024		2			
1341	1/6/2024		2			
1343	1/6/2024		2			
1344	1/8/2024		2			
1345	1/8/2024					4
1346	1/8/2024		2			
1347	1/9/2024					4
1348	1/11/2024		2			
1349	1/12/2024		2			
1350	1/12/2024					4
1351	1/16/2024		2			
1352	1/16/2024		2			
1353	1/14/2024					4
1354	1/18/2024		2			
1356	1/19/2024		2			
1357	1/22/2024		2			
1358	1/22/2024		2			
1359	1/22/2024					4
1360	1/22/2024		2			
1361	1/26/2024			2		
1362	1/26/2024					4
1363	1/26/2024					4
1364	1/29/2024					4
1365	1/30/2024					4
1366	1/30/2024					4
Total Ops		32	6	2	28	16
				TOTAL OPS		84

KBBD - Curtis Field Airport

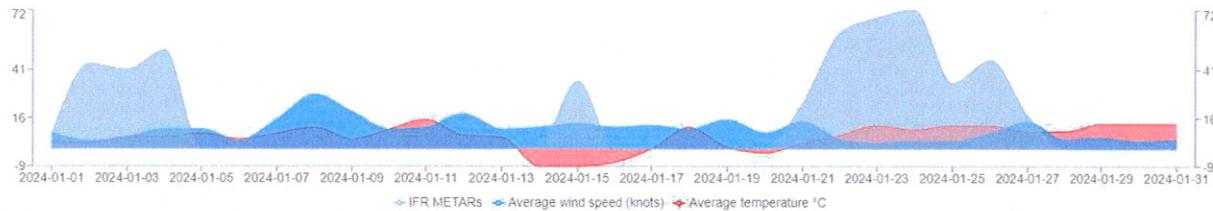
Operations Report for January 2024



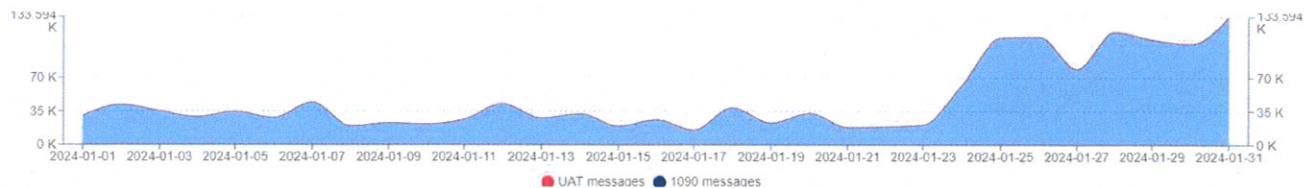
Operations by Day



Weather Conditions



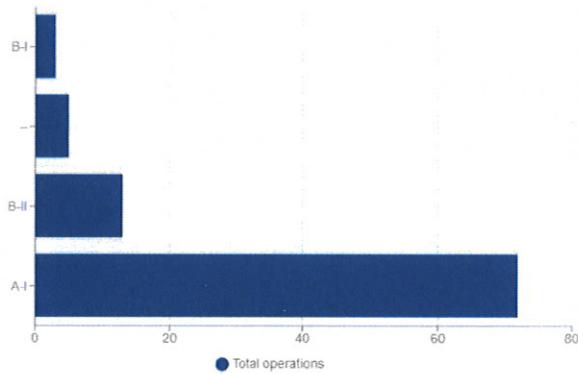
Receiver health



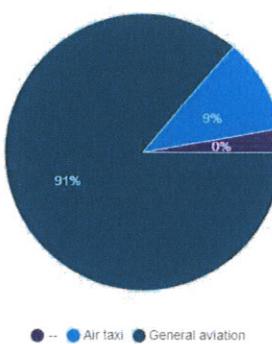
Operations by Runway



Operations by Category



Operations by Type

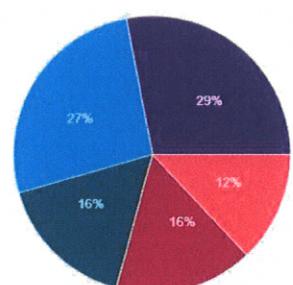


Top Airports



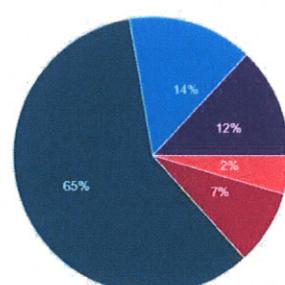
Category	Landings	Takeoffs	Go-arounds	Overflights	Total
--	3	2	0	0	5
A-I	33	35	4	0	72
B-I	2	1	0	0	3
B-II	6	7	0	0	13
Total	44	45	4	0	93

Top Aircraft Types



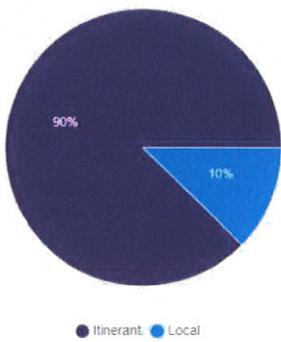
● C182 ● DA20 ● PA46 ● P28A ● E55P

Operations by Engine Type

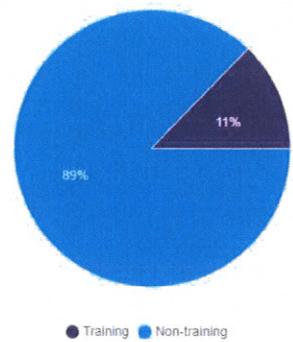


● -- ● Jet ● Piston ● Turbo-prop ● Turbo-shaft

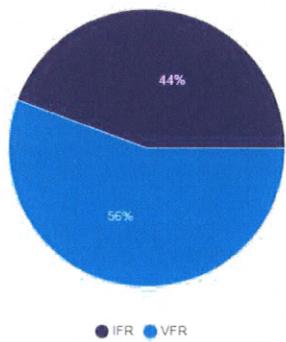
Local vs. Itinerant Flights



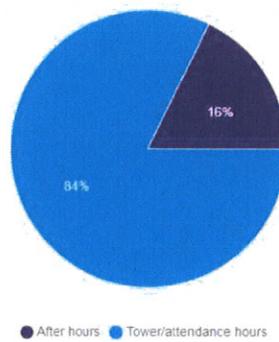
Training Operations



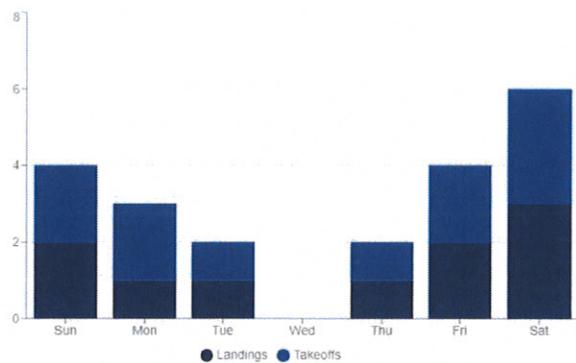
IFR vs. VFR flights



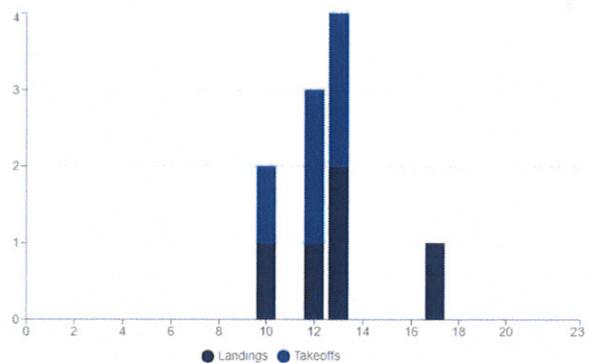
After Hours Operations



Operations by Day of Week

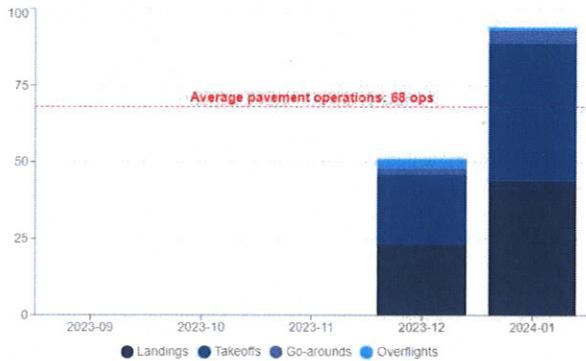


Operations by Hour



Historical Data

Landings and Takeoffs by Month



Busiest Days on Record

Rank	Date	Pavement ops	Aircraft
1	2024-01-28 (Sun)	11	5
1	2024-01-20 (Sat)	11	4
2	2024-01-06 (Sat)	10	4
2	2024-01-18 (Thu)	10	4
2	2023-12-28 (Thu)	10	5
3	2024-01-26 (Fri)	8	4
4	2023-12-30 (Sat)	7	4
5	2024-01-29 (Mon)	6	4
6	2024-01-22 (Mon)	5	1
6	2024-01-01 (Mon)	5	4

Curtis Field Airport Operations Tracking

Operation Tracking:

1. Previous method was based on fuel invoices with an escalation factored in.
 - Did not accurately capture operations
 - Did not collect Aircraft Type
 - No Tail Number Data
 - No advance planning data
2. Current method utilizes the 1200AERO tracking program.
 - Providing real time tracking data
 - Much higher accuracy
 - Additional planning data
 - Online and useable data collection began in January 2024
 - Fully operational January 21, 2024
3. Comparison:
 - Old reporting to new reporting:
 - Old reporting - 84 Operations
 - 1200AERO reporting - 94 operations
 - After Hour Operations Reporting Summary:
 - 1.) 3 Operations: After hour arrivals were based customers that put their aircraft in their respective T-Hangars

Curtis Field Airport Operations Tracking

- 2.) 1 Operation: After arrival had been prearranged to meet with Airport Manager
- 3.) 2 Operations: After Arrival and Departure was a flight school, prearranged for fuel.
- 4.) 1 Operation: Departure, customer had fueled upon arrival in late December, no services required upon departure
- 5.) 4 Operations: Touch and Go's – Training
- 6.) 1 Operation: Prearranged, no fuel, paid RAMP fee.
- 7.) 1 Operation: Drop off Champion Ranch – No Service required
- 8.) 2 Operations: Arrival and departure, Arrival time 5:13 PM, in communication on radio prior to closing and had been prearranged.

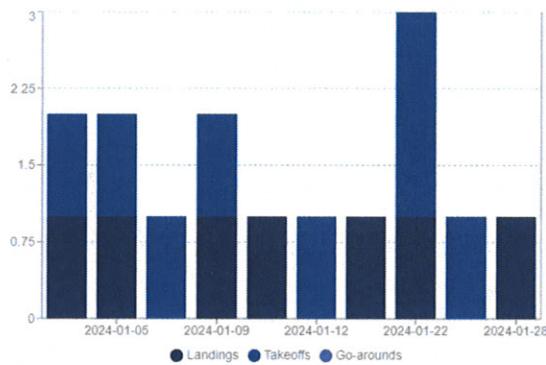
In conclusion no after hour operators required any inside facility usage or services beyond those that had been prearranged.

KBBB - Curtis Field Airport

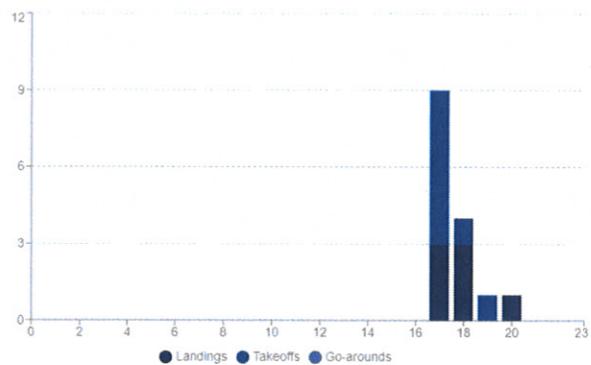
After Hours Report for January 2024

After Hours	Operations	Landings	Takeoffs	Go-arounds
17:00-08:00	15	7	8	0

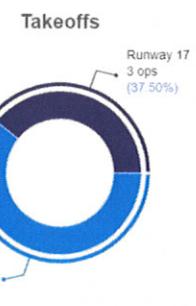
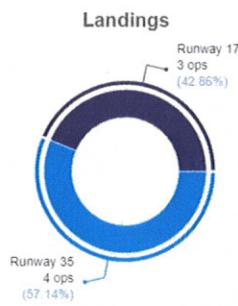
Operations by Day



Operations by Hour



Operations by Runway



Operation Details

Time	Tail #	Callsign	Type	Category	Operation	Runway
2024-01-01 18:01:38	N9156M	N9156M	Cessna 182p	A-I	Landing	35
2024-01-01 18:15:39	N7HJ	N7HJ	Cessna 550	B-II	Takeoff	35
2024-01-05 18:28:18	N9250V	CXK459	Cessna 172s	A-I	Landing	35
2024-01-05 19:33:00	N9250V	CXK459	Cessna 172s	A-I	Takeoff	35
2024-01-06 17:11:40	N94897	N94897	Cessna 182q	A-I	Takeoff	35
2024-01-09 17:13:58	N326QS	EJA326	Embraer emb-	B-II	Landing	35
2024-01-09 17:59:40	N326QS	EJA326	Embraer emb-	B-II	Takeoff	35
2024-01-10 20:10:33	N176AS	N176AS	Diamond da20	A-I	Landing	17
2024-01-12 17:26:20	N697AS	XSR697	Embraer emb-	B-II	Takeoff	17
2024-01-20 18:07:18	N9156M	N9156M	Cessna 182p	A-I	Landing	17
2024-01-22 17:01:19	N778GV	N778GV	Piper pa-46	A-I	Takeoff	17
2024-01-22 17:05:38	N778GV	N778GV	Piper pa-46	A-I	Landing	17
2024-01-22 17:08:20	N778GV	N778GV	Piper pa-46	A-I	Takeoff	35
2024-01-26 17:20:19	N2SY	N2SY	Cessna 525a	B-II	Takeoff	17
2024-01-28 17:05:18	N21669	N21669	Mooney m20s	A-I	Landing	35

3-1, 2024

SD

**Building Permit Department
Monthly Report
FY 2024**

Code Enforcement
Monthly Case Load
FY 2024

8-1, 2024
SAR.

Violations

Violation	FY19	FY20	FY21	FY22	FY23	FY24
Background Info Cases	0	0	0	0	0	
Building Code Violations	1	0	0	2	3	
Dangerous Premises	1	3	1	11	17	
Depositing, Dumping, Burning	0	4	0	9	1	
Home Occupation Violation	0	0	0	0	0	
Junk and Unsightly Matter	106	65	101	60	37	
Junked Vehicle, Nuisance	85	49	66	52	15	
Minimum Housing Standards	10	0	0	6	19	
Noise Prohibited, Animals	7	5	0	2	2	
Non-Residential Open Storage	0	0	0	0	0	
Obstruction of Drainageway	0	0	0	0	0	
Permit Required	2	0	0	2	3	
Pool Enclosure	0	0	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	0	0	0	3	0	
Residential Open Storage	3	2	1	1	0	
Residential Setbacks	0	0	0	0	0	
Residential RVs - No Residence	1	3	0	5	3	
Sight Visibility	0	1	0	0	0	
Unsanitary Conditions	0	3	2	30	14	
Weeds and Vegetation	68	28	43	35	40	
Abandon Vehicle				2	0	
Parking in Alley				2	0	
Parking of Large Trucks, Trailers...				2	1	
Parking 72 hrs Prohibited				9	1	
Garbage, Tires				15	0	
Cover Securely				1	0	
Meter Tampering/damage fees				2	7	
Utilities Disc. for Plumbing violations				1	1	
Keeping Roosters prohibited				6		
RVs and Travel Trailers No Allowed				2		
Number of Cats and Dogs Allowed						
Keeping Animals in Front Yard					1	
Zoning Ord. Use Regs Violations	0	0	0	1	0	
Monthly Totals	284	163	221	253	173	

Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug	Sept.	Totals
				1								
3	3	2	1									
	1											
			2									
7	9	5	6	1								
2	3	2	8	1								
12	3	2	6									
1	2	1	1									
3	5		2									
7	6	4	3	1								
1	1	6	2									
1		1										
25	31	35	35	34								
36	30	20	35	13								

Cases

Open Cases at the start of month	611	425	636	476	348	
Complaints	11	2	1	18	30	
Pro-Active - Self Initiated	168	111	151	131	43	
Total New Cases	179	113	151	148	73	
Inspections Preformed			236	421		
Closed Cases	238	57	133	173	74	
Citations	1	7	4	12	20	
Open Cases at the end of month	552	564	621	451	347	

20	25	31	35	35							
6	10	3	9	0							
9	3	8	9	4							
15	13	11	18	4							
31	46	42	52	34							
10	7	7	18	5							
1	2	0	0	2							
25	31	35	35	34							

Utility Inspections	201	187	208	221	817	
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9	3	4	7	7							
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