



CITY OF BRADY COUNCIL AGENDA REGULAR CITY COUNCIL MEETING MAY 21, 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. May 21, 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 Meeting on May 7, 2024.
- B. Discussion, consideration and possible action approving a noise variance as requested by Sharon Tinney for the Cox Reunion to be held on June 8, 2024 at the Brady Lake Pavilion until 12:30 a.m. on June 9, 2024.
- C. Discussion, consideration and possible action approving a noise variance for Smoke on the Hill to be held at Richard's Park on Friday, June 14, 2024 and Saturday, June 15, 2024 until midnight both days.
- D. Discussion, consideration and possible action regarding the temporary closure of W. Victoria Street between N. Elizabeth St. and N. Davidson St. on May 31, 2024 from 12:00 p.m. until June 2, 2024 for a graduation party as requested by Brentt Raybion.

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.

5. PRESENTATIONS

6. PUBLIC HEARING:

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 approval of Resolution 2024-011 adopting charter amendments as approved by a majority of the votes cast at a Special Election held on May 4, 2024
- B. Discussion, consideration and possible action regarding the **first reading of Ordinance 1379** of the City of Brady, Texas, to amend the FY 2024 Budget for municipal purposes.
- C. Discussion, consideration and possible action awarding Brady Economic Development Corporation loan 2024-001 to Helios Press LLC in the amount of \$200,000 at 3% interest for a period of 10 years.
- D. Discussion, consideration and possible action awarding Brady Economic Development Corporation loan 2024-002 to Salon 325 in the amount of \$6,000 at 2% interest for a period of 3 years.
- E. Discussion, consideration and possible action regarding the **first reading of Ordinance 1380** of the City of Brady, Texas amending the FY24 budget for the Brady Economic Development Corporation.

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:**

May 27	Memorial Day, City Offices Closed, Altered Trash Schedule
June 4	Regular City Council Meeting, 6:00 p.m.
June 4	Happy Birthday Felix Gomez!
June 13	City Employee Appreciation Pool Party
June 18	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:

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 Regular Meeting on Tuesday May 7, 2024 at 6:00 p.m. with Mayor Aaron Garcia presiding. Council Members present were Missi Elliston, Felix Gomez, Jeffrey Sutton, Larry Land and Gabe Moreno. City staff present were City Manager Erin Corbell, Public Works Director Steven Miller, Finance Director Lisa McElrath, Police Chief Randy Batten, and City Secretary Tina Keys. Also in attendance were Terry Phillips, Tim Walker, Tony Groves, Daniel Mendoza, Charles Bush, R.S. Bush, James Stewart, James Griffin, Lisa Miller, Phillip Cruts, Cody Estes, Archie Harlow, Bob Hoepner, Rod Young, Jim Lero, Charles Hodges, Rod Young, and Janis Groves.

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

Phillip Cruts – Motorcycle Safety and Awareness Month – May 2024 – Mayor Garcia read and proclamation was signed after the meeting.

4. CONSENT AGENDA

- A. Approval of Minutes for Regular Session Meeting on April 16, 2024

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

5. PRESENTATIONS:

- Lead Copper Rule – Steven Miller presented.

6. PUBLIC HEARINGS AND INDIVIDUAL CONCERNS ON PUBLIC HEARING

There were no public hearings

7. INDIVIDUAL CONCERNS

- A. Discussion, consideration and possible action regarding the **second and final reading of Ordinance 1375** of the City of Brady, Texas granting a zoning change from Single Family Residential (SF) to Manufactured Home District (MH) for the Dodge Heights Subdivision located at Brady Lake. Erin Corbell presented. Council Member Elliston moved to approve the second and final reading of Ordinance 1375. Seconded by Council Member Moreno. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.
- B. Discussion, consideration and possible action regarding the **second and final reading of Ordinance 1378** of the City of Brady, Texas to amend the FY2024 Budget for municipal purposes. Erin Corbell presented. Council Member Moreno moved to approve the second and final reading of Ordinance 1378. Seconded by Council Member Elliston. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.

- C. Discussion, consideration and possible action regarding Resolution 2024-010 to Canvass the May 4, 2024 City of Brady General Election for Mayor and City Council Place 1 and Special Election for Charter amendments and sale of the City's Natural Gas Utility Distribution System. Tina Keys presented to Council. Council Member Land moved to approve Resolution 2024-010. Seconded by Council Member Moreno. All Council Members voted "aye" and none "nay". Motion passed with a 5 – 0 vote.
- D. Recognition of outgoing Mayor Aaron Garcia and City Council Member Larry Land. Aaron Garcia thanked Larry for his time and said he appreciates him as an amazing neighbor. Garcia also said other than his wife and kids, this is his proudest year. It was something he is super excited about and thanked Council for working with him and went on to say Brady has a bright future that he is excited about. Council took a recess at 6:23 p.m. and resumed the meeting at 6:40 p.m.
- E. Administer Oath of Office and swearing in of newly elected officers Mayor Anthony Groves and City Council Place 1. City Secretary Tina Keys swore in the newly elected officers and Mayor Groves and Council Member Phillips took their seats at the dais.
- F. Discussion, consideration and possible action to elect Mayor Pro Tem.
Council Member Moreno nominated Council Member Elliston
Mayor Groves nominated Council Member Elliston
Council Member Phillips nominated Council Member Moreno
Council Member Sutton nominated Council Member Moreno
Council Member Elliston nominated Council Member Moreno
Council Member Gomez nominated Council Member Elliston resulting in a tie between Elliston and Moreno. Council Member Elliston changed her vote to herself breaking the tie. Council Member Elliston was elected Mayor Pro-tem.
- G. Discussion, consideration and possible action to award the purchase for a 2024 John Deere 320 2-WD Rubber Tire Backhoe to Yellowhouse Machinery Co., San Angelo, TX in the amount of \$128,595.72. Steven Miller presented. Council Member Sutton moved to award the purchase of a 2024 John Deere 320 2-WD Rubber Tire Backhoe from Yellowhouse Machinery Co, San Angelo, TX in the amount of \$128,595.72. The motion was seconded by Council Member Elliston. All Council Members voted "aye" and none "nay". Motion passed with a 5 – 0 vote.
- H. Discussion regarding Brady Golf Course Water Well and presentation by Tim Walker – as requested by Council Members Moreno and Gomez. Tim Walker with the water project, they tried to reroute a water well to the golf course but it wasn't going to happen. BGA applied for a water well permit. It would pay for itself in a short amount of time. A water well is cheaper than paying monthly for water but there was no money allocated. The budget is \$150,000 for water at the golf course. They anticipate it costing a quarter of a million dollars with a 2-year return on the investment. The cost of the water is 10% less, \$135,000 is what it should actually cost. They talked to 4 drillers. Three of them said they can't go that deep. Tinsley said they could go to 1,600. The bids were \$800,000. Tinsley came in at \$167,000 to get to the Hickory all in and it's done. Tinsley said the reason it's so cheap is they are moving their equipment to south Texas and will be there for a year. They have about 4 – 6 weeks to do the project before they move. We can't rush the budget process, so they thought about paying for the well with private money with an agreement with the City. It could be a lease to purchase. It could be paid off over a few years. Both banks are willing to work with the City. Council Member Elliston asked if he knows the cost would be if we wait a year. Tim said no, he doesn't know. The well water will cost \$1,500 a month for electric. The water well permit would be issued to the BGA. It's a 7" well about 1,400 feet deep. Council Member Elliston asked if we need to work on agreement. Erin Corbell said staff has talked about it. The cost of putting water was \$163,000 last year. Corbell said it will come to council in this year's budget. It recoups itself in 2 years. Corbell said if there is a way to do it, yes we need to get going.

I. Update from EDC Director Daniel Mendoza on current status of EDC loans. Mr. Mendoza handed out paperwork to council but said the EDC met yesterday so there are some changes. There are some that are behind and some that are right on track. Some are behind because of miscommunication, family issues, etc. The EDC board is working on getting together with each of these. Council Member Moreno asked at what point does EDC have on enforcement on payments. Mr. Mendoza said they were miscommunications so they are working on having them come in and keep the communication open. Council Member Moreno asked who is responsible for making sure they are being paid. Mr. Mendoza said he is. Council Member Elliston asked for the next report to include all loans with the EDC and asked how frequently council receives these reports. Mr. Mendoza said quarterly. Mr. Mendoza also thanked Erin for helping out with EDC stuff and said thank you for City and county working with them on the concert this past weekend.

8. STAFF REPORTS

A. Upcoming Special Events/Meetings:

May 21	Regular City Council Meeting, 6:00 p.m.
May 27	Memorial Day, City Offices Closed, Altered Trash Schedule
June 4	Regular City Council Meeting, 6:00 p.m.
June 4	HAPPY BIRTHDAY FELIX GOMEZ
June 18	Regular City Council Meeting, 6:00 p.m.

9. ANNOUNCEMENTS

Erin Corbell said we will schedule a work session on May 21st to discuss budget priorities. She will update new members on where we are on Fire and EMS to keep moving forward with that. Council Member Moreno thanked Daniel Mendoza for all his hard work for this weekend and said he looks forward to seeing more things like that in Brady. Council Member Moreno thanked Aaron Garcia for his time he has put in and thanked him for his service to the City.

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:

There was no Executive Session.

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

12. ADJOURNMENT

There being no further business, Mayor Groves adjourned the meeting at 7:18 p.m.

Anthony Groves, Mayor

Attest: _____
Tina Keys, City Secretary

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	05/21/2024	AGENDA ITEM	4.B.
AGENDA SUBJECT:	Discussion, consideration and possible action approving a noise variance as requested by Sharon Tinney for the Cox Reunion to be held on June 8, 2024 at the Brady Lake Pavilion until 12:30 a.m. on June 9, 2024.		
PREPARED BY:	Tina Keys	Date Submitted:	5/14/2024
EXHIBITS:			
BUDGETARY IMPACT:	Required Expenditure:	0	
	Amount Budgeted:	0	
	Appropriation Required:	0	
CITY MANAGER APPROVAL:			
SUMMARY:			
City Council can authorize a noise variance by the City of Brady Municipal Code of Ordinances, Noise Nuisances, Section 8.501.2(c). City Staff received a request from Sharon Tinney requesting a noise variance on June 8, 2024. They will be holding their annual Cox Family Reunion at the Brady Lake Pavilion and will have a band playing until 12:30 a.m. on June 9, 2024.			
RECOMMENDED ACTION:			
Move to approve noise variance			

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	05/21/2024	AGENDA ITEM	4.C.
AGENDA SUBJECT:	Discussion, consideration and possible action approving a noise variance for Smoke on the Hill to be held at Richards Park on Friday, June 14, 2024 and Saturday, June 15, 2024 until midnight both days		
PREPARED BY:	Tina Keys	Date Submitted:	5/17/2024
EXHIBITS:	Request email		
BUDGETARY IMPACT:	Required Expenditure:	0	
	Amount Budgeted:	0	
	Appropriation Required:	0	
CITY MANAGER APPROVAL:			
SUMMARY:			
City Council can authorize a noise variance by the City of Brady Municipal Code of Ordinances, Noise Nuisances, Section 8.501.2(c). City Staff received a request from Smoke on the Hill representatives requesting a noise variance at Richards Park for Friday June 14, 2024 and Saturday June 15, 2024 until midnight both days.			
RECOMMENDED ACTION:			
Move to approve noise variance			

Tina Keys

From: Jessica Valdez <jessica@heartoftexasrestoration.com>
Sent: Wednesday, May 15, 2024 1:33 PM
To: Erin Corbell; Sheri Land; Tina Keys
Subject: Smoke On The Hill Banner & Noise Ordinance
Attachments: Approved 2024 Smoke On The Hill 2057.pdf

We got approval through txdot to hang up the SOTH banner in the same spot as last year. Attached is the approval paperwork. I just wanted to see if yall would be able to put it up on 5/20/24.

I also wanted to request a "Noise Ordinance" form for Smoke On The Hill. The dates for the request will start Friday June 14th until midnight, Sat June 15th until midnight. Please let me know what information you will need.

Thank you,

Jessica Valdez
Heart of Texas Restoration
Administrative Assistant



City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	05/21/2024	AGENDA ITEM	4.D.
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding temporary closure of W. Victoria Street between N. Elizabeth St. and N. Davidson St. on May 31, 2024 from 12:00 p.m. until June 2, 2024 for a graduation party as requested by Brentt Raybion		
PREPARED BY:	Tina Keys	Date Submitted:	5/16/2024
EXHIBITS:	Request letter Map		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			

SUMMARY:
Brentt Raybion is requesting the temporary closure of W. Victoria Street between N. Davidson and N. Elizabeth from Friday, May 31, 2024 at 12:00 noon thru Sunday, June 2, 2024 for a graduation party.

RECOMMENDED ACTION:
Move to approve

Tina Keys

From: Erin Corbell
Sent: Thursday, May 16, 2024 9:19 AM
To: Tina Keys
Subject: FW: Block off Request-Brentt Raybion
Attachments: Map of 1003 W. Victoria St Blocking Off Request.jpeg

From: Jessica Valdez <jessica@heartoftexasrestoration.com>
Sent: Tuesday, May 14, 2024 4:56 PM
To: Erin Corbell <ecorbell@bradytx.us>; Sheri Land <sheri@heartoftexasrestoration.com>; Brentt Raybion <brentt@heartoftexasrestoration.com>
Subject: Block off Request-Brentt Raybion

We would like to request a block off for "1003 W. Victoria St, Brady, Tx" for the Graduation Party 2024.
Dates May 31, 2024 - June 2, 2024
Time: May 31, 2024 @ 12:00 pm

Thank you,

Jessica Valdez
Heart of Texas Restoration
Administrative Assistant



N Davidson St

W Victoria St

N Davidson St

W Victoria St

N Elizabeth St

N Elizabeth St

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	05/21/2024	AGENDA ITEM	7.A.
AGENDA SUBJECT:	Discussion, consideration and possible action approving Resolution 2024-011 adopting charter amendments as approved by a majority of the votes cast at a Special Election held on May 4, 2024.		
PREPARED BY:	S. Hicks	Date Submitted:	5/14/2024
EXHIBITS:	Resolution 2024-011		
BUDGETARY IMPACT:	Required Expenditure:	0	
	Amount Budgeted:	0	
	Appropriation Required:	0	
CITY MANAGER APPROVAL:			
SUMMARY:			
State law requires that after a charter amendment election votes are canvassed and results are known, that the City adopt the charter amendments for them to become effective. This resolution accomplishes that. Following the adoption, the charter will be changed to reflect the results of the election.			
RECOMMENDED ACTION:			
Move to approve Resolution 2024-011			

RESOLUTION NO. 2024-011

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADY,
TEXAS, ORDERING AND DECLARING THE MAY 2024 CHARTER
AMENDMENTS, AS APPROVED BY THE VOTERS OF THE CITY OF
BRADY, ADOPTED.**

WHEREAS, on May 4, 2024 by Ordinance No. 1374, the City of Brady called a special election to consider amendments to the City's Home Rule Charter; and

WHEREAS, on May 4th, 2024, the City of Brady held an election on the adoption of amendments to the City's Home Rule Charter; and

WHEREAS, on May 7, 2024 the City Council canvassed the votes of said election; and

WHEREAS, Texas Local Government Code Section 9.05 (b) provides that an amendment to a charter does not take effect until the governing body of the municipality enters an order in the records of the municipality declaring that the amendment is adopted; and

WHEREAS, pursuant to notice of a public meeting held in compliance with the Texas Open Meetings Act, the City Council of the City of Brady, Texas, convened into a regular meeting of the City Council on this the 21st day of May 2024 for the purpose of entering an order into the records of the City and declaring that the amendments to the City Charter are adopted.

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

Section One: Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof of this Resolution for all purposes as findings of fact and judgment of the City Council.

Section Two: Proceedings. That by Ordinance No. 1374, an election was duly called and held on May 4th, 2024, and final votes were canvassed on May 7, 2024, on the question of the adoption of amendments to the City of Brady Home Rule Charter, where it was determined that all legal votes were properly counted.

Section Three: Immediate Adoption of Amendments. It is hereby ordered that the amendments passed and approved by the voters as **stated in Measures A through D** attached herein as Exhibit A, are hereby adopted and that the corresponding measure language is hereby incorporated into the City of Brady's Charter.

PASSED AND APPROVED on the _____ day of _____ 2024.

[SIGNATURE PAGE FOLLOWS]

Anthony Groves, Mayor

ATTEST:

Tina Keys, City Secretary

EXHIBIT A

**SPECIAL ELECTION
CITY OF BRADY
MAY 4, 2024**

Proposition A

Amendments to the City Charter eliminating those provisions which are repetitive of state law

Proposition B

Amendments to the City Charter revising and deleting provisions for consistency with State law

Proposition C

Amendments to the City Charter revising the requirements for initiative, referendum and recall from a percentage of those who voted in the last election to a percentage of the number of qualified voters registered to vote at the last general City election

Proposition D

Shall Section 7.02 of the City Charter be amended to add no person may resign from their current City Council seat and run in an election during their unexpired term?

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

AGENDA DATE:	05/21/2024	AGENDA ITEM	7.B.
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding the first reading of Ordinance 1379 of the City of Brady, Texas, to amend the FY2024 Budget for municipal purposes.		
PREPARED BY:	Erin Corbell / Lisa McElrath	Date Submitted:	4-5-24
EXHIBITS:	Ordinance 1379 Exhibit A – Amendment Summary		
BUDGETARY IMPACT:	Required Expenditure:	\$200,100 .00	
	Amount Budgeted:	\$.00	
	Appropriation Required:	\$200,100.00	
CITY MANAGER APPROVAL:			

SUMMARY: <p>Council has expressed a desire to hire a Building Official/Inspector to provide the service in house, rather than to continue to outsource the services. This budget amendment would authorize hiring for such a position and provides funding for the remainder of FY24.</p> <p>Staff and Council have also identified an opportunity to drill a water well at the Municipal Golf Course to provide irrigation to the course without having to utilize the City's treated drinking water.</p> <p>Excess funds were identified in the Hospital Insurance line item for various divisions within the General Fund, totaling \$59,138.00. At our last two City Council meetings, Council also passed a budget amendment recognizing additional interest income exceeding original budget expectations totaling \$125,000. The Council's last Fund Balance Adequacy report also shows excess fund balance.</p> <p>Staff is proposing Ordinance 1379 to fund a Building Official/Inspector position and a Water Well at the Municipal Golf Course:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Water Well:</td> <td style="width: 15%;">\$180,000</td> <td style="width: 50%;">Excess Interest Earnings:</td> <td style="width: 15%;">\$125,000</td> </tr> <tr> <td>Building Off.:</td> <td><u>\$20,100</u></td> <td>Trns Hospital Insurance:</td> <td>\$59,138</td> </tr> <tr> <td></td> <td>\$200,100</td> <td>Draw Down-Fund Balance:</td> <td><u>\$15,962</u></td> </tr> <tr> <td></td> <td></td> <td></td> <td>\$200,100</td> </tr> </table>	Water Well:	\$180,000	Excess Interest Earnings:	\$125,000	Building Off.:	<u>\$20,100</u>	Trns Hospital Insurance:	\$59,138		\$200,100	Draw Down-Fund Balance:	<u>\$15,962</u>				\$200,100
Water Well:	\$180,000	Excess Interest Earnings:	\$125,000													
Building Off.:	<u>\$20,100</u>	Trns Hospital Insurance:	\$59,138													
	\$200,100	Draw Down-Fund Balance:	<u>\$15,962</u>													
			\$200,100													

RECOMMENDED ACTION: <p>Mayor will ask: "Madam City Secretary please read the Ordinance Preamble for the record in accordance with the City Charter." (City Secretary reads preamble)</p> <p>Mayor calls for a Motion: Do I have a Motion to approve the first reading of Ordinance 1379?</p>

ORDINANCE NO. 1379

**AN ORDINANCE OF THE CITY OF BRADY, TEXAS AMENDING THE FISCAL
YEAR 2023-2024 BUDGET FOR MUNICIPAL PURPOSES:**

An ordinance amending the 2023-2024 Fiscal Year Budget as follows for municipal purposes:

Transfer excess funds budgeted for insurance expenditures and allocate excess interest earnings from FY24 budget to provide for payroll expenditures for a Building Official/Inspector and to provide for capital improvements at the Brady Municipal Golf Course for a water well.

WHEREAS: The City of Brady City Council desires to fund a personnel position for a municipal Building Official/Inspector and for creation of a water well system at the Brady Municipal Golf Course; and

WHEREAS: The City Council recognizes that General fund balance exceeds minimum required levels; and

WHEREAS: The approved Fund Balance Policy permits the use of excess fund balance for capital expenditures; and

WHEREAS: The council supports the need to allocate funds for personnel to streamline city functions and provide efficiencies; and

WHEREAS: The council supports the need to provide improvements to the Brady Municipal Golf Course by providing an alternative water source;

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
BRADY TEXAS** that the FY 2023-2024 budget be amended accordingly.

APPROVED UPON FIRST READING THIS THE 21st DAY OF MAY 2024,

APPROVED AND PASSED UPON SECOND READING THIS THE 4th DAY OF JUNE 2024.

Anthony Groves, Mayor

ATTEST: _____
Tina Keys, City Secretary

CITY OF BRADY
Ordinance 1379 - EXHIBIT A
Budget - FY 24 Amendment Summary
5-21-2024 First reading

EXPENDITURES

<u>REQUEST</u>	<u>AMOUNT</u> INC/(DEC)	<u>BUDGET NUMBER</u>	<u>BUDGET DESCRIPTION</u>	<u>AMENDED BUDGET</u>
GENERAL FUND -10				
Provide Funding for Water Well at Golf Course	\$ 180,000	10-5-05-401.00	Capital Outlay	\$ 180,000
Provide Funding for Building Official	\$ 15,000	10-5-45-101.00	Payroll Expenditures	\$ 102,453
	\$ 2,400	10-5-45-110.00	Hospital Insurance	\$ 25,320
	\$ 1,500	10-5-45-111.00	Retirement	\$ 10,258
	\$ 1,200	10-5-45-114.00	Payroll Taxes	\$ 8,060
Total additional expenditures	\$ 200,100			
Transfer available funds for water well	\$ (7,371)	10-5-01-110.00	Hospital Insurance	\$ 30,905
Transfer available funds for water well	\$ (4,414)	10-5-02-110.00	Hospital Insurance	\$ 18,506
Transfer available funds for water well	\$ (8,448)	10-5-03-110.00	Hospital Insurance	\$ 64,772
Transfer available funds for water well	\$ (6,327)	10-5-05-110.00	Hospital Insurance	\$ 37,013
Transfer available funds for water well	\$ (4,414)	10-5-07-110.00	Hospital Insurance	\$ 18,506
Transfer available funds for water well	\$ (10,095)	10-5-08-110.00	Hospital Insurance	\$ 129,545
Transfer available funds for water well	\$ (7,034)	10-5-12-110.00	Hospital Insurance	\$ 46,266
Transfer available funds for water well	\$ (2,207)	10-5-24-110.00	Hospital Insurance	\$ 9,253
Transfer available funds for water well	\$ (2,207)	10-5-27-110.00	Hospital Insurance	\$ 9,253
Transfer available funds for water well	\$ (4,414)	10-5-32-110.00	Hospital Insurance	\$ 18,506
Transfer available funds for water well	\$ (2,207)	10-5-41-110.00	Hospital Insurance	\$ 9,253
Total reductions in expenditures	\$ (59,138)			
Increase in expenditures, less reductions	\$ 140,962			

REVENUE SOURCES

Interest income is significantly more than expected

GENERAL FUND - updated by Ordinance 1378	\$ 125,000	10-4-01-898.00	Interest Income	\$ 275,000
\$ 125,000				

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	5/21/2024	AGENDA ITEM	7.C.
AGENDA SUBJECT:	Discussion, consideration and possible action awarding Brady Economic Development loan 2024-001 to Helios Press, LLC in the amount of \$200,000 at 3% interest for a period of 10 years.		
PREPARED BY:	E. Corbell	Date Submitted:	5/17/2024
EXHIBITS:	Promissory Note Performance Agreement Amortization Schedule		
BUDGETARY IMPACT: BEDC Budget	Required Expenditure:	\$200,000.00	
	Amount Budgeted:	\$200,000.00	
	Appropriation Required:	\$	
CITY MANAGER APPROVAL:			

SUMMARY: The Brady Economic Development Corporation has approved and is recommending to council to approve a loan to Helios Press, LLC in the amount of \$200,000 at 3% interest for a term of 10 years for commercial grade steam boiler, and water chiller systems along with building improvements at their property located at 208 W. Grove. Brady EDC made public notice and held a public hearing at their May 6, 2024, meeting as required to approve the project.
--

RECOMMENDED ACTION: Approve BEDC Loan 2024-001 in the amount of \$200,000 to Helios Press, LLC.

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Performance Agreement (“Agreement”) is entered into to be effective as of the Effective Date (as defined in Article III below), by and between the Brady Type B Economic Development Corporation, located in McCulloch County, Texas (hereinafter called “BEDC”), a Texas non-profit economic development corporation under the Development Corporation Act and governed by TEX. LOC. GOV. CODE chapters 501, 502 and 505 and the Texas Non-Profit Corporation Act and Yosuke Konishi, d.b.a. Helios Press LLC, a Texas Sole Proprietorship (hereinafter called “HELIOS PRESS LLC”) otherwise known as the “Parties” to this Agreement.

RECITALS

WHEREAS, the Development Corporation Act of 1979, as amended (Section 501.001 et seq., Texas Local Government Code, formerly the Development Corporation Act of 1979) (the “Act”) authorizes a development corporation to fund certain projects as defined by the Act and requires development corporations to enter into performance agreements to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

WHEREAS, Section 501.158 of the Act requires a performance agreement to provide at a minimum a capital investment to be made as consideration for any direct incentives provided or expenditures made by the BEDC under the agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

WHEREAS, HELIOS PRESS LLC desires to purchase of commercial grade steam boiler, and water chiller systems along with building improvements to their building located at 208 W. Grove Street, Brady Texas 76825; and

WHEREAS, the BEDC Board of Directors finds that such improvements, as proposed, is required or suitable for use to promote or develop new or expanded business enterprises that creates or retains primary jobs in accordance with Texas Local Government Code § 505.155; and

WHEREAS, such improvements will contribute to the economic development of the City of Brady by creating new jobs and increased employment, promoting and developing expanded business enterprises, increased development, increased real property value and tax revenue for the City of Brady, and will have both a direct and indirect positive overall improvement/stimulus in the local and state economy; and

WHEREAS, the BEDC desires to offer an incentive to HELIOS PRESS LLC to enable HELIOS PRESS LLC of their purchase of commercial grade steam boiler, and water chiller systems along with building improvements to their building located at 208 W. Grove Street, Brady Texas pursuant to this Agreement in substantial conformity with the Act; and

WHEREAS, the Parties are executing and entering into this Agreement to set forth certain terms and obligations of the Parties with respect to such matters; and

WHEREAS, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof; and

WHEREAS, the Parties agree that all conditions precedent for this Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings, if any, have been conducted in accordance with Texas law; and

WHEREAS, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

ARTICLE I RECITALS

1. Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

ARTICLE II AUTHORITY AND TERM

1. Authority. The BEDC's execution of this Agreement is authorized by the Act and constitutes a valid and binding obligation of the BEDC. The BEDC acknowledges that HELIOS PRESS LLC is acting in reliance upon the BEDC's performance of its obligations under this Agreement in making the decision to commit substantial resources and money to the establishment of the Project, hereinafter established.

2. Term. This Agreement shall become enforceable upon the Effective Date, hereinafter established, and shall continue until the Expiration Date, hereinafter established, unless terminated sooner or extended by mutual agreement of the Parties, or in the manner provided for herein.

3. Purpose. The purpose of this Agreement is to formalize the agreements between HELIOS PRESS LLC and the BEDC for the granting funds to cover certain costs associated with the Project as defined in Article III of this Agreement, as well as to specifically state the covenants, representations of the Parties, and the incentives associated with HELIOS PRESS LLC commitment to abide by the provisions of the Act and to abide by the terms of this Agreement, which has been approved by the BEDC and HELIOS PRESS LLC as complying with the specific requirements of the Act. It is expressly agreed that this Agreement constitutes a single transaction. A failure to perform any obligation by HELIOS PRESS LLC may constitute a breach of the entire Agreement and terminate any further commitments (if any) by the BEDC.

4. **Administration of Agreement.** Upon the Effective Date, the BEDC delegates the administration and oversight of this Agreement to the Executive Director of the BEDC, or its designee. Any proposed amendments to the Agreement shall require the approval of the Board of Directors of the BEDC.

ARTICLE III DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as ascribed by common and ordinary usage.

“Bankruptcy” shall mean the dissolution or termination of a Party’s existence as an ongoing business, insolvency, appointment of receiver for any part of such Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Default”, unless otherwise specifically defined or limited by this Agreement, shall mean failure by any Party to timely and substantially comply with any performance requirement, duty, or covenant.

“Effective Date” shall be the date of the last signing by a party to this Agreement.

“Expiration Date” shall mean the earlier of:

1. The 10th anniversary of the date upon which the HELIOS PRESS LLC receives the funding under this Agreement; or
2. The date of termination provided for under Article VII of this Agreement.

“Facility” shall mean the building located at 208 W. Grove Street, Brady Texas , 76825.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party, including, without limitation, acts of God or the public enemy, war riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of a party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Project” shall mean the purchase of commercial grade steam boiler, and water chiller systems along with building improvements to their building located at 208 W. Grove Street, Brady Texas 76825.

ARTICLE IV **BEDC OBLIGATION**

1. Loan.

(a) The BEDC shall enter into a loan agreement with HELIOS PRESS LLC for the purchase of commercial grade steam boiler, and water chiller systems along with building improvements of the building located on 208 W. Grove Street, Brady Texas pursuant to the attached Promissory Note, as executed concurrently with this document and made a part hereof for all purposes. Such loan to be in the amount of \$200,000.00 at 3.0% interest per annum for a period of ten (10) years, with payment being due on the 1st of each month, and a 5% late fee being incurred after the 11th day of the month and other terms as identified in that Promissory Note, as shown in Exhibit A, hereto, and made a part hereof for all purposes.

2. Current Revenue. The funds distributed hereunder shall be paid solely from lawfully available funds of the BEDC. Under no circumstances shall the obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

ARTICLE V **PERFORMANCE OBLIGATIONS OF HELIOS PRESS LLC**

The obligation of the BEDC to pay funds under this Agreement shall be conditioned upon HELIOS PRESS LLC continued compliance with, and satisfaction of each of, the performance obligations set forth in this Agreement.

2. Loan.

(a) HELIOS PRESS LLC shall enter into a loan agreement with BEDC pursuant to the attached Promissory Note, as executed concurrently with this document and made a part hereof for all purposes. Such loan to be in the amount of \$200,000.00 at 3.0% interest for a period of ten (10) years, with payment being due on the 1st of each month, and a 5% late fee being incurred after the 11th day of the month and other terms as identified in that Promissory Note, as shown in Exhibit A, hereto, and made a part hereof for all purposes.

3. Job Creation. HELIOS PRESS LLC shall create and maintain the equivalent of four (4) full time positions within one (1) years of the execution of this document.

4. Certified Payroll. HELIOS PRESS LLC agrees that during the course of this agreement, it shall provide to BEDC a certified payroll on a quarterly basis in January, April,

July and October of each year showing that the jobs as created in Section 4 above are retained or that there has been a consistent effort to keep these positions filled.

5. Continual Operation of the Project. Commencing upon the effective date of this agreement and continuing throughout the term of the Agreement, HELIOS PRESS LLC shall remain in continual operation. Continual operation shall mean that the Facility is open for business to the public for a minimum of 24 hours per week during the term of this Agreement. Failure to be in continual operation during the term of this Agreement shall void the BEDC obligations under Article IV.1 of this Agreement. In addition, failure of HELIOS PRESS LLC to remain in continual operation shall result in the have the obligation to repay any monies previously paid to HELIOS PRESS LLC within thirty (30) days of the written demand by the BEDC and the repayment requirements shall survive the Agreement termination.

6. Payment of Legal Fees. HELIOS PRESS LLC shall reimburse the BEDC for the reasonable and necessary legal fees in the preparation of any amendment to this Agreement requested by HELIOS PRESS LLC. Timely payment shall be made within thirty (30) days of submittal of an invoice to HELIOS PRESS LLC by the BEDC or its assigns. Each Party shall bear its own legal fees in connection with the negotiation of this Agreement.

ARTICLE VI COVENANTS AND DUTIES

1. HELIOS PRESS LLC Covenants and Duties. HELIOS PRESS LLC makes the following covenants and warranties to the BEDC and agrees to timely and fully perform the obligations and duties contained in Articles V of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by HELIOS PRESS LLC.

- (a) HELIOS PRESS LLC is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas, with the Texas Comptroller of Public Accounts, and the United States of America during any term of this Agreement.
- (b) The individual signing this Agreement is empowered to execute such Agreement and bind the entity. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of any agreement or instrument to which HELIOS PRESS LLC is a party to or by which it may be bound.
- (c) HELIOS PRESS LLC is not a party to any Bankruptcy proceedings currently pending or contemplated, and HELIOS PRESS LLC has not been informed of any potential involuntary Bankruptcy proceedings.
- (d) To its current, actual knowledge, HELIOS PRESS LLC has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its

business in the City of Brady and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.

- (e) HELIOS PRESS LLC shall timely and fully comply with all the terms and conditions of this Agreement.
- (f) HELIOS PRESS LLC agrees to obtain, or cause to be obtained, all necessary permits and approvals from the City of Brady and/or all other governmental agencies having jurisdiction over the construction of any improvements to the Facility.
- (g) HELIOS PRESS LLC shall cooperate with the BEDC in providing all necessary information to assist them in complying with this Agreement.
- (h) During the term of this Agreement, HELIOS PRESS LLC agrees to not knowingly employ any undocumented workers as part of the Project, and, if convicted of a violation under 8 U.S.C. Section 1324a(1), HELIOS PRESS LLC shall be in Default (subject to the remedies in Article V above).
- (i) HELIOS PRESS LLC shall not be in arrears and shall be current in the payment of all City and State taxes and fees.
- (j) BEDC has the right to periodically (and with reasonable advance notice) verify the terms and conditions of this Agreement.
- (k) Under Texas Law, the BEDC may not enter into a contract with a HELIOS PRESS LLC for goods and services unless the contract contains a written verification from the HELIOS PRESS LLC that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2270.002) by accepting this rider, HELIOS PRESS LLC hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, the HELIOS PRESS LLC hereby certifies that it is not a HELIOS PRESS LLC identified under Texas Government Code, Section 2252.152 as a HELIOS PRESS LLC engaged in business with Iran, Sudan, or Foreign Terrorist Organization.

2. **BEDCs' Covenants and Duties.** BEDC agrees to timely and fully perform the obligations and duties contained in Article IV of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the BEDC.

3. **Compliance and Default.** Failure by HELIOS PRESS LLC to timely comply with any performance requirement, duty, or covenant shall be considered an act of Default and

shall give the BEDC the right to terminate this Agreement or void any of its relevant obligations under the Agreement.

ARTICLE VII TERMINATION

1. Termination. This Agreement shall terminate upon the earliest occurrence of any one or more of the following:

- (a) The written agreement of the Parties;
- (b) The Agreement's Expiration Date;
- (c) Default by HELIOS PRESS LLC (at the option of the BEDC);
- (d) Failure under the Promissory Note by the parties to those agreements "Integrated Parties" (at the option of the BEDC).

ARTICLE VIII DEFAULT & REMEDIES

1. HELIOS PRESS LLC Events of Default.

- (a) Failure of HELIOS PRESS LLC to perform any term, covenant or agreement contained in Articles V and VI; or
- (b) Any representation or warranty contained herein or in any financial statement, certificate, report or opinion submitted to BEDC in connection with or pursuant to the requirements of this Agreement was incorrect or misleading in any material respect when made; or
- (c) Any judgment is assessed against HELIOS PRESS LLC or the Integrated Parties, or any attachment or other levy against the property of HELIOS PRESS LLC or the Integrated Parties with respect to a claim remains unpaid, unstayed on appeal, undischarged, not bonded or not dismissed for a period of sixty (60) days; or
- (d) HELIOS PRESS LLC or any of the Integrated Parties, makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts generally as they become due; files a petition in bankruptcy; is adjudicated insolvent or bankrupt; petitions or applies to any tribunal for any receiver or any trustee of HELIOS PRESS LLC or the Integrated Parties or any substantial part of its/their property, commences any action relating to HELIOS PRESS LLC or the Integrated Parties under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect; or if there is commenced against HELIOS PRESS LLC or the Integrated Parties any such action and such action remains undismissed or unanswered for a period of sixty (60) days from such filing, or HELIOS PRESS LLC or the Integrated Parties by any act indicates its consent to or approval of any trustee of HELIOS PRESS LLC or the Integrated Parties or any substantial part of its

property; or suffers any such receivership or trustee to and such appointment remains unvacated for a period of sixty (60) days; or

(e) HELIOS PRESS LLC substantially changes its present ownership without written notification to BEDC within thirty (30) days of such change, provided however, HELIOS PRESS LLC may cure such failure by providing the requisite written notification prior to BEDC exercising its right to terminate this Agreement; or

(f) HELIOS PRESS LLC materially changes the general character of business from the type of business on the date hereof.

2. BEDC Events of Default.

(a) BEDC materially fails to fulfill an obligation set forth within Article IV.

3. Remedies for Default.

(a) For BEDC any remedy as provided for in this Agreement.

(b) HELIOS PRESS LLC sole remedy under this Agreement is specific performance for BEDC's default of its obligation under Section IV of this Agreement.

ARTICLE IX MISCELLANEOUS

1. Binding Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. The Executive Director of the BEDC shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the BEDC, on behalf of the Parties related thereto.

2. Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

3. Representations and Warranties. The BEDC represents and warrants to HELIOS PRESS LLC that this Agreement is within their authority, and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. HELIOS PRESS LLC represents and warrants to the BEDC that it has the requisite authority to enter into this Agreement.

4. Assignment. HELIOS PRESS LLC shall have the right to assign all of its rights, duties, and obligations under this Agreement to a duly qualified third party with prior written

approval of the BEDC, which approval shall not be unreasonably withheld, conditioned or delayed. Any assignment provided for herein shall not serve to enlarge or diminish the obligations and requirements of this Agreement, nor shall they relieve HELIOS PRESS LLC of any liability to the BEDC, including any required indemnity in the event that any Assignee hereof shall at any time be in Default of the terms of this Agreement. The BEDC may demand and receive adequate assurance of performance including the deposit or provision of reasonable financial security by any proposed Assignee prior to its approval of an assignment.

5. Independent Contractors.

(a) It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, HELIOS PRESS LLC at no time will be acting as an agent of the BEDC and that all consultants or contractors engaged by HELIOS PRESS LLC respectively will be independent contractors of HELIOS PRESS LLC; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that the BEDC will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by HELIOS PRESS LLC respectively under this Agreement, unless any such claims are due to the fault of the BEDC.

(b) By entering into this Agreement, except as specifically set forth herein, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign or official immunity by the BEDC with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.

(c) No employee of the BEDC, or any board member, or agent of the BEDC, shall be personally responsible for any liability arising under or growing out of this Agreement.

6. Notice. Any notice required or permitted to be delivered hereunder shall be deemed delivered by actual delivery, or on the first business day after depositing the same in the hands of a reputable overnight courier (such as United States Postal Service, FedEx or UPS) and addressed to the Party at the address set forth below:

If intended for BEDC:

Brady Type B Economic Development Corporation
106 W. Main
Brady, Texas 76825
Attn: Executive Director

With a copy to:

Denton, Navarro, Rocha, Bernal, & Zech PC
Attention: Charles E. Zech
2500 W. William Cannon
Austin, TX 78745

If to the HELIOS PRESS LLC: Yosuke Konishi, d.b.a. Helios Press LLC, a Texas Sole Proprietorship
Attn: Yosuke Konishi
3607 San Antonio Street
Austin, TX 78734

Any Party may designate a different address at any time upon written notice to the other Parties.

7. Governmental Records. All invoices, records and other documents required for submission to the City pursuant to the terms of this Agreement are Governmental Records for the purposes of Texas Penal Code Section 37.10.

- (a) Governing Law. The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement (subject to the dispute resolution mechanisms of Article VIII above) shall be in the Courts of McCulloch County. The Parties agree to submit to the personal and subject matter jurisdiction of said court.
- (b) Amendment. This Agreement may be amended by mutual written agreement of the Parties, as approved by the Board of Directors of the BEDC and paid for by the HELIOS PRESS LLC.

8. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, and it is the intention of the Parties to this Agreement that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the Board of Directors of the BEDC.

10. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

11. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

12. Exhibits. Any Exhibits attached hereto are incorporated by reference for all purposes.

13. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

14. Indemnification.

HELIOS PRESS LLC AGREES TO DEFEND, INDEMNIFY AND HOLD THE BEDC AND THE CITY OF BRADY (“CITY”), AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES AND ANY CAUSE OF ACTION THAT DIRECTLY RELATES TO ANY OF THE FOLLOWING: ANY CLAIMS OR DEMANDS BY THE STATE OF TEXAS THAT THE BEDC HAS BEEN ERRONEOUSLY OR OVER-PAID SALES AND USE TAX FOR ANY PERIOD DURING THE TERM OF THIS AGREEMENT AS A RESULT OF THE FAILURE OF HELIOS PRESS LLC TO MAINTAIN A PLACE OF BUSINESS AT THE PROPERTY OR IN THE CITY OF BRADY, OR AS A RESULT OF ANY ACT OR OMISSION OR BREACH OR NON-PERFORMANCE BY HELIOS PRESS LLC UNDER THIS AGREEMENT EXCEPT THAT THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE ACTION OR OMISSIONS OF THE BEDC OR CITY. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY, IT BEING THE INTENTION OF THE PARTIES THAT HELIOS PRESS LLC SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY FUNDS PAID AND PROPERTY GRANTED TO HELIOS PRESS LLC HEREIN THAT INCLUDES CITY SALES TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WAS ERRONEOUSLY PAID, DISTRIBUTED OR ALLOCATED TO THE BEDC.

15. Additional Instruments. The Parties agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.

16. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the HELIOS PRESS LLC, the HELIOS PRESS LLC shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to causes of any kind whatsoever which are caused by Force Majeure.

[SIGNATURE PAGE FOLLOWS]

Executed on this _____ day of _____, 20 ____.

**YOSUKE KONISHI, D.B.A. HELIOS PRESS
LLC, A TEXAS SOLE PROPRIETORSHIP**

By: _____

Name:

Title:

STATE OF TEXAS }
COUNTY OF MCCULLOCH }

This information was acknowledged before me on this _____ day of _____, _____,
by _____ for the Yosuke Konishi, d.b.a. HELIOS PRESS
LLC.

Notary Public, State of Texas

Notary's typed or printed name

My commission expires

Executed on this _____ day of _____, 20 ____.

**BRADY TYPE B ECONOMIC
DEVELOPMENT CORPORATION (BEDC)**

By: _____

Name: Daniel Mendoza

Title: Executive Director, Brady Type B EDC

STATE OF TEXAS }
COUNTY OF MCCULLOCH }

This information was acknowledged before me on this _____ day of _____, _____,
by Erin Corbell for the Brady Type B Economic Development Corporation, a Texas non-profit
economic development corporation on behalf of said corporation.

Notary Public, State of Texas

Notary's typed or printed name

My commission expires

Performance Agreement

Promissory Note

[SEE ATTACHED]

Exhibit A
PROMISSORY NOTE

Dated: _____, 20____

Yosuke Konishi
3607 San Antonio Street
Austin, TX 78734

Principal Amount \$200,000.00

BEDC Loan No.: 2024-001

1. **PROMISE TO PAY:** For value received, Yosuke Konishi, d.b.a Helios Press LLC , a Texas Sole Proprietorship, (the "Borrower"), promises to pay to the order of the Brady Type B Economic Development Corporation, (BEDC, the "Lender"), at Lender's place of business in Brady, McCulloch County, Texas, or such other place as the Lender may from time to time designate, the principal sum of Two Hundred thousand dollars and 00/100 (\$200,000.00), the unpaid principal amount, in lawful money of the United States of America, at the interest rate and at the time and in the manner specified herein.
2. **INTEREST RATE:** Three Percent (3.0%) per annum. All past-due amounts shall bear interest at Five Percent (5%) per annum beginning on the 11th day after the due date.
3. **PAYMENT SCHEDULE:** Borrower shall begin payments on the 1st day of the month after the passage of thirty (30) days from the effective date of this Note, in accordance with the schedule of Amounts as shown in Attachment 1 to this Exhibit A (Payment Schedule). Payment shall thereafter be due on the 1st of each month for a period of five (5) years, and an additional late fee shall accrue at 5% per annum for any remaining late amounts, beginning on the eleventh (11th) day after the due date, if same is not paid by the eleventh (11th) day. At the end of the five-year period, all of the unearned outstanding balance shall be due at maturity and shall bear interest at the interest rate as stated herein.
4. **PURPOSE:** The purpose of this loan is to provide financing of commercial grade steam boiler, and water chiller systems along with building improvements of "Helios Press LLC" building on 208 W. Grove Street, Brady Texas 76825.
5. **WAIVER:** The Borrower waives demand, presentment for payment, notice of non-payment, protest, notice of intent to accelerate, notice of acceleration, and other notice, filing of suit and diligence in collecting this note or enforcing any security given therefor, and agree to any substitution, exchange, release to the Borrower or third parties or impairment (including but not limited to failure to perfect any security interest) of any security now or hereafter given for this note or the release of any party primarily or secondarily liable hereon. Borrower and all other liable parties on this note further agree that it will not be necessary for the Lender or any holder hereof, in order to enforce payment of this note, to first institute or exhaust its remedies against any maker or other party liable therefor or to enforce its rights against any security for this note and hereby consent to all renewals, extensions, refinancing, accelerations, modifications of interest rate or changes

in the time and manner of payment from time to time of this note, and to any other indulgence with respect hereto, without notice of any such renewals, extensions, refinancing, accelerations, modifications of interest rate or changes in the time and manner of payment or any other indulgence.

6. **EVENTS OF DEFAULT:** Subject to the notice and cure provisions as stated in Article VIII in the Economic Development Performance Agreement, if any of the following events of default shall occur, the outstanding balance due Lender according to the terms of this Note and other binding documents shall be due and payable on demand and Lender shall have no further obligation to Borrower under this Note:

- a) Failure of Borrower to perform any term, covenant or agreement contained in this Note, Economic Development Performance Agreement, or in any related document(s);
- b) The Lender and/or City of Brady determines that any representation or warranty contained herein or in any financial statement, certificate, report or opinion submitted to Lender in connection with or pursuant to the requirement of this Note was incorrect or misleading in any material respect when made;
- c) Any judgment is assessed against Borrower or any attachment or other levy against the Facility of Borrower with respect to a claim remains unpaid, unstayed on appeal, undischarged, not bonded or not dismissed for a period of 30 days;
- d) Borrower makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts generally as they become due; files a petition in bankruptcy; is adjudicated insolvent or bankrupt; petitions or applies to any tribunal for any receiver or any trustee of Borrower or any substantial part of its property, commences any action relating to Borrower under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect; or if there is commenced against Borrower any such action and such action remains undismissed or unanswered for a period of sixty (60) days from such filing; or Borrower by an act indicated its consent to or approval of any trustee of Borrower or any substantial part of its property; or suffers any such receivership or trustee to and such appointment remains unvacated for a period of sixty (60) days;
- e) Borrower knowingly grants, suffers or permits future liens on or security interests in Borrower's assets pledged to Lender, other than Lender, or fails to promptly pay all lawful claims, whether for labor, materials or otherwise which are not being contested by Borrower in good faith;
- f) Borrower substantially changes its present senior management or ownership

without written notification to Lender thirty (30) days in advance of such changed; or

- g) Borrower changes the general character of business as conducted at the date hereof, or engages in any type of business not reasonably related to its business as presently and normally conducted.

7. **RIGHTS OF LENDER AFTER DEFAULT:** Following an event of default, and after exhausting the notice and cure provisions as stated in Article VIII of the Economic Development Performance Agreement, at the sole election of Lender, without any additional notice, demand or opportunity to cure the default, all of which the Borrower and all other liable parties waive, the Lender may elect to declare the principal sum and all interest on this note immediately due and payable and such principal sum and interest shall then become immediately due and payable, and the Lender may proceed to take possession and to foreclose upon any collateral in any lawful manner permitted by agreement between the parties, in the event of such acceleration, all other indebtedness and obligations owed by the Borrower to the Lender shall at the option of Lender also become at once due and payable. The failure to exercise any option shall not constitute a waiver of the right of the Lender to exercise the option upon the occurrence of any subsequent event of default.
8. **JOINT AND SEVERAL:** All the obligations of this note are the joint and several obligations of Borrower, and all other liable parties.
9. **COSTS OF COLLECTION AND ATTORNEY'S FEES:** If this note is placed in the hands of an attorney for collection or collected through lawsuit, bankruptcy, probate proceedings or any other judicial proceedings, Borrower agrees to pay in addition to all other sums due and payable hereunder costs of collection and a reasonable attorney's fees.
10. **APPLICATION OF PAYMENTS:** Lender shall apply any payment first to interest and then to principal.
11. **SECURITY:** Payment of this note is secured by furniture, fixtures and equipment that the Borrower owns more fully described in the document(s) creating the security interest or lien, which document(s) may be a security agreement, deed of trust and/or other collateral document(s). Collateral securing any other obligation or indebtedness of the Borrower or any other liable party to the Lender may also secure payment of this note.

LENDER:

Brady Type B Economic Development Corp.
106 W. Main
Brady, Texas 76825

By:

Daniel Mendoza
Executive Director

Attest:

Name
Title

Approved:

BEDC Attorney

BORROWER:

Yosuke Konishi
3607 San Antonio Street
Austin, Texas 78734

By:

Name
Title

Attest:

Name
Title

**Attachment 1
to Exhibit A**

Payment Schedule

(to be created based upon date of execution)

LOAN AMORTIZATION SCHEDULE

ENTER VALUES

Loan amount	\$200,000.00
Annual interest rate	3.00%
Loan period in years	10
Number of payments per year	12
Start date of loan	8/1/2024

LOAN SUMMARY

Scheduled payment	\$1,931.21
Scheduled number of payments	120
Actual number of payments	0
Total early payments	\$0.00
Total interest	\$31,745.79

Optional extra payments

LENDER NAME

Brady EDC

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	8/1/2024	\$200,000.00	\$1,931.21	\$0.00	\$1,931.21	\$1,431.21	\$500.00	\$198,568.79	\$500.00
2	9/1/2024	\$198,568.79	\$1,931.21	\$0.00	\$1,931.21	\$1,434.79	\$496.42	\$197,133.99	\$996.42
3	10/1/2024	\$197,133.99	\$1,931.21	\$0.00	\$1,931.21	\$1,438.38	\$492.83	\$195,695.61	\$1,489.26
4	11/1/2024	\$195,695.61	\$1,931.21	\$0.00	\$1,931.21	\$1,441.98	\$489.24	\$194,253.64	\$1,978.50
5	12/1/2024	\$194,253.64	\$1,931.21	\$0.00	\$1,931.21	\$1,445.58	\$485.63	\$192,808.06	\$2,464.13
6	1/1/2025	\$192,808.06	\$1,931.21	\$0.00	\$1,931.21	\$1,449.19	\$482.02	\$191,358.86	\$2,946.15
7	2/1/2025	\$191,358.86	\$1,931.21	\$0.00	\$1,931.21	\$1,452.82	\$478.40	\$189,906.04	\$3,424.55
8	3/1/2025	\$189,906.04	\$1,931.21	\$0.00	\$1,931.21	\$1,456.45	\$474.77	\$188,449.59	\$3,899.31
9	4/1/2025	\$188,449.59	\$1,931.21	\$0.00	\$1,931.21	\$1,460.09	\$471.12	\$186,989.50	\$4,370.44
10	5/1/2025	\$186,989.50	\$1,931.21	\$0.00	\$1,931.21	\$1,463.74	\$467.47	\$185,525.76	\$4,837.91
11	6/1/2025	\$185,525.76	\$1,931.21	\$0.00	\$1,931.21	\$1,467.40	\$463.81	\$184,058.36	\$5,301.72
12	7/1/2025	\$184,058.36	\$1,931.21	\$0.00	\$1,931.21	\$1,471.07	\$460.15	\$182,587.29	\$5,761.87
13	8/1/2025	\$182,587.29	\$1,931.21	\$0.00	\$1,931.21	\$1,474.75	\$456.47	\$181,112.55	\$6,218.34
14	9/1/2025	\$181,112.55	\$1,931.21	\$0.00	\$1,931.21	\$1,478.43	\$452.78	\$179,634.11	\$6,671.12
15	10/1/2025	\$179,634.11	\$1,931.21	\$0.00	\$1,931.21	\$1,482.13	\$449.09	\$178,151.98	\$7,120.21
16	11/1/2025	\$178,151.98	\$1,931.21	\$0.00	\$1,931.21	\$1,485.83	\$445.38	\$176,666.15	\$7,565.59
17	12/1/2025	\$176,666.15	\$1,931.21	\$0.00	\$1,931.21	\$1,489.55	\$441.67	\$175,176.60	\$8,007.25
18	1/1/2026	\$175,176.60	\$1,931.21	\$0.00	\$1,931.21	\$1,493.27	\$437.94	\$173,683.32	\$8,445.19
19	2/1/2026	\$173,683.32	\$1,931.21	\$0.00	\$1,931.21	\$1,497.01	\$434.21	\$172,186.32	\$8,879.40
20	3/1/2026	\$172,186.32	\$1,931.21	\$0.00	\$1,931.21	\$1,500.75	\$430.47	\$170,685.57	\$9,309.87
21	4/1/2026	\$170,685.57	\$1,931.21	\$0.00	\$1,931.21	\$1,504.50	\$426.71	\$169,181.07	\$9,736.58
22	5/1/2026	\$169,181.07	\$1,931.21	\$0.00	\$1,931.21	\$1,508.26	\$422.95	\$167,672.81	\$10,159.53
23	6/1/2026	\$167,672.81	\$1,931.21	\$0.00	\$1,931.21	\$1,512.03	\$419.18	\$166,160.77	\$10,578.71
24	7/1/2026	\$166,160.77	\$1,931.21	\$0.00	\$1,931.21	\$1,515.81	\$415.40	\$164,644.96	\$10,994.12
25	8/1/2026	\$164,644.96	\$1,931.21	\$0.00	\$1,931.21	\$1,519.60	\$411.61	\$163,125.36	\$11,405.73
26	9/1/2026	\$163,125.36	\$1,931.21	\$0.00	\$1,931.21	\$1,523.40	\$407.81	\$161,601.96	\$11,813.54
27	10/1/2026	\$161,601.96	\$1,931.21	\$0.00	\$1,931.21	\$1,527.21	\$404.00	\$160,074.75	\$12,217.55
28	11/1/2026	\$160,074.75	\$1,931.21	\$0.00	\$1,931.21	\$1,531.03	\$400.19	\$158,543.72	\$12,617.73
29	12/1/2026	\$158,543.72	\$1,931.21	\$0.00	\$1,931.21	\$1,534.86	\$396.36	\$157,008.86	\$13,014.09
30	1/1/2027	\$157,008.86	\$1,931.21	\$0.00	\$1,931.21	\$1,538.69	\$392.52	\$155,470.17	\$13,406.62
31	2/1/2027	\$155,470.17	\$1,931.21	\$0.00	\$1,931.21	\$1,542.54	\$388.68	\$153,927.63	\$13,795.29
32	3/1/2027	\$153,927.63	\$1,931.21	\$0.00	\$1,931.21	\$1,546.40	\$384.82	\$152,381.23	\$14,180.11
33	4/1/2027	\$152,381.23	\$1,931.21	\$0.00	\$1,931.21	\$1,550.26	\$380.95	\$150,830.97	\$14,561.06
34	5/1/2027	\$150,830.97	\$1,931.21	\$0.00	\$1,931.21	\$1,554.14	\$377.08	\$149,276.83	\$14,938.14
35	6/1/2027	\$149,276.83	\$1,931.21	\$0.00	\$1,931.21	\$1,558.02	\$373.19	\$147,718.81	\$15,311.33
36	7/1/2027	\$147,718.81	\$1,931.21	\$0.00	\$1,931.21	\$1,561.92	\$369.30	\$146,156.89	\$15,680.63
37	8/1/2027	\$146,156.89	\$1,931.21	\$0.00	\$1,931.21	\$1,565.82	\$365.39	\$144,591.07	\$16,046.02

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
38	9/1/2027	\$144,591.07	\$1,931.21	\$0.00	\$1,931.21	\$1,569.74	\$361.48	\$143,021.33	\$16,407.50
39	10/1/2027	\$143,021.33	\$1,931.21	\$0.00	\$1,931.21	\$1,573.66	\$357.55	\$141,447.67	\$16,765.05
40	11/1/2027	\$141,447.67	\$1,931.21	\$0.00	\$1,931.21	\$1,577.60	\$353.62	\$139,870.08	\$17,118.67
41	12/1/2027	\$139,870.08	\$1,931.21	\$0.00	\$1,931.21	\$1,581.54	\$349.68	\$138,288.54	\$17,468.35
42	1/1/2028	\$138,288.54	\$1,931.21	\$0.00	\$1,931.21	\$1,585.49	\$345.72	\$136,703.04	\$17,814.07
43	2/1/2028	\$136,703.04	\$1,931.21	\$0.00	\$1,931.21	\$1,589.46	\$341.76	\$135,113.59	\$18,155.83
44	3/1/2028	\$135,113.59	\$1,931.21	\$0.00	\$1,931.21	\$1,593.43	\$337.78	\$133,520.16	\$18,493.61
45	4/1/2028	\$133,520.16	\$1,931.21	\$0.00	\$1,931.21	\$1,597.41	\$333.80	\$131,922.74	\$18,827.41
46	5/1/2028	\$131,922.74	\$1,931.21	\$0.00	\$1,931.21	\$1,601.41	\$329.81	\$130,321.33	\$19,157.22
47	6/1/2028	\$130,321.33	\$1,931.21	\$0.00	\$1,931.21	\$1,605.41	\$325.80	\$128,715.92	\$19,483.02
48	7/1/2028	\$128,715.92	\$1,931.21	\$0.00	\$1,931.21	\$1,609.43	\$321.79	\$127,106.50	\$19,804.81
49	8/1/2028	\$127,106.50	\$1,931.21	\$0.00	\$1,931.21	\$1,613.45	\$317.77	\$125,493.05	\$20,122.58
50	9/1/2028	\$125,493.05	\$1,931.21	\$0.00	\$1,931.21	\$1,617.48	\$313.73	\$123,875.57	\$20,436.31
51	10/1/2028	\$123,875.57	\$1,931.21	\$0.00	\$1,931.21	\$1,621.53	\$309.69	\$122,254.04	\$20,746.00
52	11/1/2028	\$122,254.04	\$1,931.21	\$0.00	\$1,931.21	\$1,625.58	\$305.64	\$120,628.46	\$21,051.63
53	12/1/2028	\$120,628.46	\$1,931.21	\$0.00	\$1,931.21	\$1,629.64	\$301.57	\$118,998.82	\$21,353.20
54	1/1/2029	\$118,998.82	\$1,931.21	\$0.00	\$1,931.21	\$1,633.72	\$297.50	\$117,365.10	\$21,650.70
55	2/1/2029	\$117,365.10	\$1,931.21	\$0.00	\$1,931.21	\$1,637.80	\$293.41	\$115,727.30	\$21,944.11
56	3/1/2029	\$115,727.30	\$1,931.21	\$0.00	\$1,931.21	\$1,641.90	\$289.32	\$114,085.40	\$22,233.43
57	4/1/2029	\$114,085.40	\$1,931.21	\$0.00	\$1,931.21	\$1,646.00	\$285.21	\$112,439.40	\$22,518.65
58	5/1/2029	\$112,439.40	\$1,931.21	\$0.00	\$1,931.21	\$1,650.12	\$281.10	\$110,789.28	\$22,799.74
59	6/1/2029	\$110,789.28	\$1,931.21	\$0.00	\$1,931.21	\$1,654.24	\$276.97	\$109,135.04	\$23,076.72
60	7/1/2029	\$109,135.04	\$1,931.21	\$0.00	\$1,931.21	\$1,658.38	\$272.84	\$107,476.66	\$23,349.56
61	8/1/2029	\$107,476.66	\$1,931.21	\$0.00	\$1,931.21	\$1,662.52	\$268.69	\$105,814.14	\$23,618.25
62	9/1/2029	\$105,814.14	\$1,931.21	\$0.00	\$1,931.21	\$1,666.68	\$264.54	\$104,147.46	\$23,882.78
63	10/1/2029	\$104,147.46	\$1,931.21	\$0.00	\$1,931.21	\$1,670.85	\$260.37	\$102,476.61	\$24,143.15
64	11/1/2029	\$102,476.61	\$1,931.21	\$0.00	\$1,931.21	\$1,675.02	\$256.19	\$100,801.59	\$24,399.34
65	12/1/2029	\$100,801.59	\$1,931.21	\$0.00	\$1,931.21	\$1,679.21	\$252.00	\$99,122.38	\$24,651.35
66	1/1/2030	\$99,122.38	\$1,931.21	\$0.00	\$1,931.21	\$1,683.41	\$247.81	\$97,438.97	\$24,899.15
67	2/1/2030	\$97,438.97	\$1,931.21	\$0.00	\$1,931.21	\$1,687.62	\$243.60	\$95,751.35	\$25,142.75
68	3/1/2030	\$95,751.35	\$1,931.21	\$0.00	\$1,931.21	\$1,691.84	\$239.38	\$94,059.52	\$25,382.13
69	4/1/2030	\$94,059.52	\$1,931.21	\$0.00	\$1,931.21	\$1,696.07	\$235.15	\$92,363.45	\$25,617.28
70	5/1/2030	\$92,363.45	\$1,931.21	\$0.00	\$1,931.21	\$1,700.31	\$230.91	\$90,663.14	\$25,848.19
71	6/1/2030	\$90,663.14	\$1,931.21	\$0.00	\$1,931.21	\$1,704.56	\$226.66	\$88,958.59	\$26,074.84
72	7/1/2030	\$88,958.59	\$1,931.21	\$0.00	\$1,931.21	\$1,708.82	\$222.40	\$87,249.77	\$26,297.24
73	8/1/2030	\$87,249.77	\$1,931.21	\$0.00	\$1,931.21	\$1,713.09	\$218.12	\$85,536.68	\$26,515.36
74	9/1/2030	\$85,536.68	\$1,931.21	\$0.00	\$1,931.21	\$1,717.37	\$213.84	\$83,819.30	\$26,729.21
75	10/1/2030	\$83,819.30	\$1,931.21	\$0.00	\$1,931.21	\$1,721.67	\$209.55	\$82,097.64	\$26,938.75
76	11/1/2030	\$82,097.64	\$1,931.21	\$0.00	\$1,931.21	\$1,725.97	\$205.24	\$80,371.67	\$27,144.00
77	12/1/2030	\$80,371.67	\$1,931.21	\$0.00	\$1,931.21	\$1,730.29	\$200.93	\$78,641.38	\$27,344.93
78	1/1/2031	\$78,641.38	\$1,931.21	\$0.00	\$1,931.21	\$1,734.61	\$196.60	\$76,906.77	\$27,541.53
79	2/1/2031	\$76,906.77	\$1,931.21	\$0.00	\$1,931.21	\$1,738.95	\$192.27	\$75,167.82	\$27,733.80
80	3/1/2031	\$75,167.82	\$1,931.21	\$0.00	\$1,931.21	\$1,743.30	\$187.92	\$73,424.53	\$27,921.72
81	4/1/2031	\$73,424.53	\$1,931.21	\$0.00	\$1,931.21	\$1,747.65	\$183.56	\$71,676.87	\$28,105.28
82	5/1/2031	\$71,676.87	\$1,931.21	\$0.00	\$1,931.21	\$1,752.02	\$179.19	\$69,924.85	\$28,284.47
83	6/1/2031	\$69,924.85	\$1,931.21	\$0.00	\$1,931.21	\$1,756.40	\$174.81	\$68,168.45	\$28,459.28
84	7/1/2031	\$68,168.45	\$1,931.21	\$0.00	\$1,931.21	\$1,760.79	\$170.42	\$66,407.65	\$28,629.70
85	8/1/2031	\$66,407.65	\$1,931.21	\$0.00	\$1,931.21	\$1,765.20	\$166.02	\$64,642.46	\$28,795.72

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
86	9/1/2031	\$64,642.46	\$1,931.21	\$0.00	\$1,931.21	\$1,769.61	\$161.61	\$62,872.85	\$28,957.33
87	10/1/2031	\$62,872.85	\$1,931.21	\$0.00	\$1,931.21	\$1,774.03	\$157.18	\$61,098.82	\$29,114.51
88	11/1/2031	\$61,098.82	\$1,931.21	\$0.00	\$1,931.21	\$1,778.47	\$152.75	\$59,320.35	\$29,267.26
89	12/1/2031	\$59,320.35	\$1,931.21	\$0.00	\$1,931.21	\$1,782.91	\$148.30	\$57,537.43	\$29,415.56
90	1/1/2032	\$57,537.43	\$1,931.21	\$0.00	\$1,931.21	\$1,787.37	\$143.84	\$55,750.06	\$29,559.40
91	2/1/2032	\$55,750.06	\$1,931.21	\$0.00	\$1,931.21	\$1,791.84	\$139.38	\$53,958.22	\$29,698.78
92	3/1/2032	\$53,958.22	\$1,931.21	\$0.00	\$1,931.21	\$1,796.32	\$134.90	\$52,161.90	\$29,833.67
93	4/1/2032	\$52,161.90	\$1,931.21	\$0.00	\$1,931.21	\$1,800.81	\$130.40	\$50,361.09	\$29,964.08
94	5/1/2032	\$50,361.09	\$1,931.21	\$0.00	\$1,931.21	\$1,805.31	\$125.90	\$48,555.78	\$30,089.98
95	6/1/2032	\$48,555.78	\$1,931.21	\$0.00	\$1,931.21	\$1,809.83	\$121.39	\$46,745.96	\$30,211.37
96	7/1/2032	\$46,745.96	\$1,931.21	\$0.00	\$1,931.21	\$1,814.35	\$116.86	\$44,931.61	\$30,328.24
97	8/1/2032	\$44,931.61	\$1,931.21	\$0.00	\$1,931.21	\$1,818.89	\$112.33	\$43,112.72	\$30,440.57
98	9/1/2032	\$43,112.72	\$1,931.21	\$0.00	\$1,931.21	\$1,823.43	\$107.78	\$41,289.29	\$30,548.35
99	10/1/2032	\$41,289.29	\$1,931.21	\$0.00	\$1,931.21	\$1,827.99	\$103.22	\$39,461.30	\$30,651.57
100	11/1/2032	\$39,461.30	\$1,931.21	\$0.00	\$1,931.21	\$1,832.56	\$98.65	\$37,628.73	\$30,750.22
101	12/1/2032	\$37,628.73	\$1,931.21	\$0.00	\$1,931.21	\$1,837.14	\$94.07	\$35,791.59	\$30,844.30
102	1/1/2033	\$35,791.59	\$1,931.21	\$0.00	\$1,931.21	\$1,841.74	\$89.48	\$33,949.85	\$30,933.77
103	2/1/2033	\$33,949.85	\$1,931.21	\$0.00	\$1,931.21	\$1,846.34	\$84.87	\$32,103.51	\$31,018.65
104	3/1/2033	\$32,103.51	\$1,931.21	\$0.00	\$1,931.21	\$1,850.96	\$80.26	\$30,252.56	\$31,098.91
105	4/1/2033	\$30,252.56	\$1,931.21	\$0.00	\$1,931.21	\$1,855.58	\$75.63	\$28,396.98	\$31,174.54
106	5/1/2033	\$28,396.98	\$1,931.21	\$0.00	\$1,931.21	\$1,860.22	\$70.99	\$26,536.75	\$31,245.53
107	6/1/2033	\$26,536.75	\$1,931.21	\$0.00	\$1,931.21	\$1,864.87	\$66.34	\$24,671.88	\$31,311.87
108	7/1/2033	\$24,671.88	\$1,931.21	\$0.00	\$1,931.21	\$1,869.54	\$61.68	\$22,802.34	\$31,373.55
109	8/1/2033	\$22,802.34	\$1,931.21	\$0.00	\$1,931.21	\$1,874.21	\$57.01	\$20,928.14	\$31,430.56
110	9/1/2033	\$20,928.14	\$1,931.21	\$0.00	\$1,931.21	\$1,878.89	\$52.32	\$19,049.24	\$31,482.88
111	10/1/2033	\$19,049.24	\$1,931.21	\$0.00	\$1,931.21	\$1,883.59	\$47.62	\$17,165.65	\$31,530.50
112	11/1/2033	\$17,165.65	\$1,931.21	\$0.00	\$1,931.21	\$1,888.30	\$42.91	\$15,277.35	\$31,573.42
113	12/1/2033	\$15,277.35	\$1,931.21	\$0.00	\$1,931.21	\$1,893.02	\$38.19	\$13,384.33	\$31,611.61
114	1/1/2034	\$13,384.33	\$1,931.21	\$0.00	\$1,931.21	\$1,897.75	\$33.46	\$11,486.57	\$31,645.07
115	2/1/2034	\$11,486.57	\$1,931.21	\$0.00	\$1,931.21	\$1,902.50	\$28.72	\$9,584.07	\$31,673.79
116	3/1/2034	\$9,584.07	\$1,931.21	\$0.00	\$1,931.21	\$1,907.25	\$23.96	\$7,676.82	\$31,697.75
117	4/1/2034	\$7,676.82	\$1,931.21	\$0.00	\$1,931.21	\$1,912.02	\$19.19	\$5,764.80	\$31,716.94
118	5/1/2034	\$5,764.80	\$1,931.21	\$0.00	\$1,931.21	\$1,916.80	\$14.41	\$3,847.99	\$31,731.35
119	6/1/2034	\$3,847.99	\$1,931.21	\$0.00	\$1,931.21	\$1,921.59	\$9.62	\$1,926.40	\$31,740.97
120	7/1/2034	\$1,926.40	\$1,931.21	\$0.00	\$1,926.40	\$1,921.58	\$4.82	\$0.00	\$31,745.79

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	5/21/2024	AGENDA ITEM	7.D.
AGENDA SUBJECT:	Discussion, consideration and possible action awarding Brady Economic Development Corporation loan 2024-004 to Salon 325 in the amount of \$6,000 at 2% interest for a period of 3 years.		
PREPARED BY:	E. Corbell	Date Submitted:	5/17/2024
EXHIBITS:	Promissory Note Performance Agreement Amortization Schedule		
BUDGETARY IMPACT: BEDC Budget	Required Expenditure: Amount Budgeted: Appropriation Required:	\$6,000.00 \$6,000.00 \$	
CITY MANAGER APPROVAL:			

SUMMARY: The Brady Economic Development Corporation has approved and is recommending to council to approve a loan to Salon 325 in the amount of \$6,000 at 2% interest for a term of three years to purchase and upgrade commercial grade salon equipment and perform building improvements to their building located at 1404 S. Bridge Street. Brady EDC made public notice and held a public hearing at their May 6, 2024, meeting as required to approve the project.

RECOMMENDED ACTION: Approve BEDC Loan 2024-004 in the amount of \$6,000 to Salon 325.

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Performance Agreement (“Agreement”) is entered into to be effective as of the Effective Date (as defined in Article III below), by and between the Brady Type B Economic Development Corporation, located in McCulloch County, Texas (hereinafter called “BEDC”), a Texas non-profit economic development corporation under the Development Corporation Act and governed by TEX. LOC. GOV. CODE chapters 501, 502 and 505 and the Texas Non-Profit Corporation Act and Anna Schwertner, d.b.a. Salon 325, a Texas Sole Proprietorship (hereinafter called “SALON 325”) otherwise known as the “Parties” to this Agreement.

RECITALS

WHEREAS, the Development Corporation Act of 1979, as amended (Section 501.001 et seq., Texas Local Government Code, formerly the Development Corporation Act of 1979) (the “Act”) authorizes a development corporation to fund certain projects as defined by the Act and requires development corporations to enter into performance agreements to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

WHEREAS, Section 501.158 of the Act requires a performance agreement to provide at a minimum a capital investment to be made as consideration for any direct incentives provided or expenditures made by the BEDC under the agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

WHEREAS, SALON 325 desires to purchase and upgrade commercial grade salon equipment and perform building improvements to their building located at 1404 South Bridge Street, Brady, Texas 76825; and

WHEREAS, the BEDC Board of Directors finds that such improvements, as proposed, is required or suitable for use to promote or develop new or expanded business enterprises that creates or retains primary jobs in accordance with Texas Local Government Code § 505.155; and

WHEREAS, such improvements will contribute to the economic development of the City of Brady by creating new jobs and increased employment, promoting and developing expanded business enterprises, increased development, increased real property value and tax revenue for the City of Brady, and will have both a direct and indirect positive overall improvement/stimulus in the local and state economy; and

WHEREAS, the BEDC desires to offer an incentive to SALON 325 to enable SALON 325 to purchase and upgrade commercial grade salon equipment and perform building improvements to their building located at 1404 S. Bridge Street, Brady, Texas pursuant to this Agreement in substantial conformity with the Act; and

WHEREAS, the Parties are executing and entering into this Agreement to set forth certain terms and obligations of the Parties with respect to such matters; and

WHEREAS, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof; and

WHEREAS, the Parties agree that all conditions precedent for this Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings, if any, have been conducted in accordance with Texas law; and

WHEREAS, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

ARTICLE I RECITALS

1. Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

ARTICLE II AUTHORITY AND TERM

1. Authority. The BEDC's execution of this Agreement is authorized by the Act and constitutes a valid and binding obligation of the BEDC. The BEDC acknowledges that SALON 325 is acting in reliance upon the BEDC's performance of its obligations under this Agreement in making the decision to commit substantial resources and money to the establishment of the Project, hereinafter established.

2. Term. This Agreement shall become enforceable upon the Effective Date, hereinafter established, and shall continue until the Expiration Date, hereinafter established, unless terminated sooner or extended by mutual agreement of the Parties, or in the manner provided for herein.

3. Purpose. The purpose of this Agreement is to formalize the agreements between SALON 325 and the BEDC for the granting funds to cover certain costs associated with the Project as defined in Article III of this Agreement, as well as to specifically state the covenants, representations of the Parties, and the incentives associated with SALON 325 commitment to abide by the provisions of the Act and to abide by the terms of this Agreement, which has been approved by the BEDC and SALON 325 as complying with the specific requirements of the Act. It is expressly agreed that this Agreement constitutes a single transaction. A failure to perform any obligation by SALON 325 may constitute a breach of the entire Agreement and terminate any further commitments (if any) by the BEDC.

4. **Administration of Agreement.** Upon the Effective Date, the BEDC delegates the administration and oversight of this Agreement to the Executive Director of the BEDC, or its designee. Any proposed amendments to the Agreement shall require the approval of the Board of Directors of the BEDC.

ARTICLE III DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as ascribed by common and ordinary usage.

“Bankruptcy” shall mean the dissolution or termination of a Party’s existence as an ongoing business, insolvency, appointment of receiver for any part of such Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Default”, unless otherwise specifically defined or limited by this Agreement, shall mean failure by any Party to timely and substantially comply with any performance requirement, duty, or covenant.

“Effective Date” shall be the date of the last signing by a party to this Agreement.

“Expiration Date” shall mean the earlier of:

1. The 10th anniversary of the date upon which the SALON 325 receives the funding under this Agreement; or
2. The date of termination provided for under Article VII of this Agreement.

“Facility” shall mean the building located at 1404 S. Bridge Street, Brady, Texas, 76825.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party, including, without limitation, acts of God or the public enemy, war riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of a party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Project” shall mean the purchase and upgrade of commercial grade salon equipment and performance of building improvements to their building located at 1404 S. Bridge Street, Brady, Texas 76825.

ARTICLE IV **BEDC OBLIGATION**

1. Loan.

- (a) The BEDC shall enter into a loan agreement with SALON 325 for the purchase and upgrade of commercial salon equipment and performance building improvements of the building located on 1404 S. Bridge Street pursuant to the attached Promissory Note, as executed concurrently with this document and made a part hereof for all purposes. Such loan to be in the amount of \$6,000.00 at 2.0% interest per annum for a period of three (3) years, with payment being due on the 1st of each month, and a 5% late fee being incurred after the 11th day of the month and other terms as identified in that Promissory Note, as shown in Exhibit A, hereto, and made a part hereof for all purposes.

2. Current Revenue. The funds distributed hereunder shall be paid solely from lawfully available funds of the BEDC. Under no circumstances shall the obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

ARTICLE V **PERFORMANCE OBLIGATIONS OF SALON 325**

The obligation of the BEDC to pay funds under this Agreement shall be conditioned upon SALON 325 continued compliance with, and satisfaction of each of, the performance obligations set forth in this Agreement.

2. Loan.

- (a) SALON 325 shall enter into a loan agreement with BEDC pursuant to the attached Promissory Note, as executed concurrently with this document and made a part hereof for all purposes. Such loan to be in the amount of \$6,000.00 at 2.0% interest for a period of three (3) years, with payment being due on the 1st of each month, and a 5% late fee being incurred after the 11th day of the month and other terms as identified in that Promissory Note, as shown in Exhibit A, hereto, and made a part hereof for all purposes.

3. Job Creation. SALON 325 shall create and maintain the equivalent of two (2) full time positions within one (1) years of the execution of this document.

4. Certified Payroll. SALON 325 agrees that during the course of this agreement, it shall provide to BEDC a certified payroll on a quarterly basis in January, April, July and

October of each year showing that the jobs as created in Section 4 above are retained or that there has been a consistent effort to keep these positions filled.

5. Continual Operation of the Project. Commencing upon the effective date of this agreement and continuing throughout the term of the Agreement, SALON 325 shall remain in continual operation. Continual operation shall mean that the Facility is open for business to the public for a minimum of 24 hours per week during the term of this Agreement. Failure to be in continual operation during the term of this Agreement shall void the BEDC obligations under Article IV.1 of this Agreement. In addition, failure of SALON 325 to remain in continual operation shall result in the have the obligation to repay any monies previously paid to SALON 325 within thirty (30) days of the written demand by the BEDC and the repayment requirements shall survive the Agreement termination.

6. Payment of Legal Fees. SALON 325 shall reimburse the BEDC for the reasonable and necessary legal fees in the preparation of any amendment to this Agreement requested by SALON 325. Timely payment shall be made within thirty (30) days of submittal of an invoice to SALON 325 by the BEDC or its assigns. Each Party shall bear its own legal fees in connection with the negotiation of this Agreement.

ARTICLE VI COVENANTS AND DUTIES

1. SALON 325 Covenants and Duties. SALON 325 makes the following covenants and warranties to the BEDC and agrees to timely and fully perform the obligations and duties contained in Articles V of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by SALON 325.

- (a) SALON 325 is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas, with the Texas Comptroller of Public Accounts, and the United States of America during any term of this Agreement.
- (b) The individual signing this Agreement is empowered to execute such Agreement and bind the entity. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of any agreement or instrument to which SALON 325 is a party to or by which it may be bound.
- (c) SALON 325 is not a party to any Bankruptcy proceedings currently pending or contemplated, and SALON 325 has not been informed of any potential involuntary Bankruptcy proceedings.
- (d) To its current, actual knowledge, SALON 325 has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City

of Brady and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.

- (e) SALON 325 shall timely and fully comply with all the terms and conditions of this Agreement.
- (f) SALON 325 agrees to obtain, or cause to be obtained, all necessary permits and approvals from the City of Brady and/or all other governmental agencies having jurisdiction over the construction of any improvements to the Facility.
- (g) SALON 325 shall cooperate with the BEDC in providing all necessary information to assist them in complying with this Agreement.
- (h) During the term of this Agreement, SALON 325 agrees to not knowingly employ any undocumented workers as part of the Project, and, if convicted of a violation under 8 U.S.C. Section 1324a(1), SALON 325 shall be in Default (subject to the remedies in Article V above).
- (i) SALON 325 shall not be in arrears and shall be current in the payment of all City and State taxes and fees.
- (j) BEDC has the right to periodically (and with reasonable advance notice) verify the terms and conditions of this Agreement.
- (k) Under Texas Law, the BEDC may not enter into a contract with a SALON 325 for goods and services unless the contract contains a written verification from the SALON 325 that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2270.002) by accepting this rider, SALON 325 hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, the SALON 325 hereby certifies that it is not a SALON 325 identified under Texas Government Code, Section 2252.152 as a SALON 325 engaged in business with Iran, Sudan, or Foreign Terrorist Organization.

2. **BEDCs' Covenants and Duties.** BEDC agrees to timely and fully perform the obligations and duties contained in Article IV of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the BEDC.

3. **Compliance and Default.** Failure by SALON 325 to timely comply with any performance requirement, duty, or covenant shall be considered an act of Default and shall give the BEDC the right to terminate this Agreement or void any of its relevant obligations under the Agreement.

ARTICLE VII **TERMINATION**

1. Termination. This Agreement shall terminate upon the earliest occurrence of any one or more of the following:

- (a) The written agreement of the Parties;
- (b) The Agreement's Expiration Date;
- (c) Default by SALON 325 (at the option of the BEDC);
- (d) Failure under the Promissory Note by the parties to those agreements "Integrated Parties" (at the option of the BEDC).

ARTICLE VIII **DEFAULT & REMEDIES**

1. SALON 325 Events of Default.

- (a) Failure of SALON 325 to perform any term, covenant or agreement contained in Articles V and VI; or
- (b) Any representation or warranty contained herein or in any financial statement, certificate, report or opinion submitted to BEDC in connection with or pursuant to the requirements of this Agreement was incorrect or misleading in any material respect when made; or
- (c) Any judgment is assessed against SALON 325 or the Integrated Parties, or any attachment or other levy against the property of SALON 325 or the Integrated Parties with respect to a claim remains unpaid, unstayed on appeal, undischarged, not bonded or not dismissed for a period of sixty (60) days; or
- (d) SALON 325 or any of the Integrated Parties, makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts generally as they become due; files a petition in bankruptcy; is adjudicated insolvent or bankrupt; petitions or applies to any tribunal for any receiver or any trustee of SALON 325 or the Integrated Parties or any substantial part of its/their property, commences any action relating to SALON 325 or the Integrated Parties under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect; or if there is commenced against SALON 325 or the Integrated Parties any such action and such action remains undismissed or unanswered for a period of sixty (60) days from such filing, or SALON 325 or the Integrated Parties by any act indicates its consent to or approval of any trustee of SALON 325 or the Integrated Parties or any substantial part of its property; or suffers any such receivership or trustee to and such appointment remains unvacated for a period of sixty (60) days; or
- (e) SALON 325 substantially changes its present ownership without written notification to BEDC within thirty (30) days of such change, provided however, SALON

325 may cure such failure by providing the requisite written notification prior to BEDC exercising its right to terminate this Agreement; or

(f) SALON 325 materially changes the general character of business from the type of business on the date hereof.

2. BEDC Events of Default.

(a) BEDC materially fails to fulfill an obligation set forth within Article IV.

3. Remedies for Default.

(a) For BEDC any remedy as provided for in this Agreement.

(b) SALON 325 sole remedy under this Agreement is specific performance for BEDC's default of its obligation under Section IV of this Agreement.

ARTICLE IX **MISCELLANEOUS**

1. Binding Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. The Executive Director of the BEDC shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the BEDC, on behalf of the Parties related thereto.

2. Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

3. Representations and Warranties. The BEDC represents and warrants to SALON 325 that this Agreement is within their authority, and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. SALON 325 represents and warrants to the BEDC that it has the requisite authority to enter into this Agreement.

4. Assignment. SALON 325 shall have the right to assign all of its rights, duties, and obligations under this Agreement to a duly qualified third party with prior written approval of the BEDC, which approval shall not be unreasonably withheld, conditioned or delayed. Any assignment provided for herein shall not serve to enlarge or diminish the obligations and requirements of this Agreement, nor shall they relieve SALON 325 of any liability to the BEDC, including any required indemnity in the event that any Assignee hereof shall at any time be in Default of the terms of this Agreement. The BEDC may demand and receive adequate assurance

of performance including the deposit or provision of reasonable financial security by any proposed Assignee prior to its approval of an assignment.

5. Independent Contractors.

(a) It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, SALON 325 at no time will be acting as an agent of the BEDC and that all consultants or contractors engaged by SALON 325 respectively will be independent contractors of SALON 325; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that the BEDC will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by SALON 325 respectively under this Agreement, unless any such claims are due to the fault of the BEDC.

(b) By entering into this Agreement, except as specifically set forth herein, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign or official immunity by the BEDC with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.

(c) No employee of the BEDC, or any board member, or agent of the BEDC, shall be personally responsible for any liability arising under or growing out of this Agreement.

6. Notice. Any notice required or permitted to be delivered hereunder shall be deemed delivered by actual delivery, or on the first business day after depositing the same in the hands of a reputable overnight courier (such as United States Postal Service, FedEx or UPS) and addressed to the Party at the address set forth below:

If intended for BEDC:

Brady Type B Economic Development Corporation
106 W. Main
Brady, Texas 76825
Attn: Executive Director

With a copy to:

Denton, Navarro, Rocha, Bernal, & Zech PC
Attention: Charles E. Zech
2500 W. William Cannon
Austin, TX 78745

If to the SALON 325:

Anna Schwertner, d.b.a. Salon 325, a Texas Sole
Proprietorship
Attn: Anna Schwertner
1130 W. 6th
Brady, TX 76825

Any Party may designate a different address at any time upon written notice to the other Parties.

7. Governmental Records. All invoices, records and other documents required for submission to the City pursuant to the terms of this Agreement are Governmental Records for the purposes of Texas Penal Code Section 37.10.

- (a) Governing Law. The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement (subject to the dispute resolution mechanisms of Article VIII above) shall be in the Courts of McCulloch County. The Parties agree to submit to the personal and subject matter jurisdiction of said court.
- (b) Amendment. This Agreement may be amended by mutual written agreement of the Parties, as approved by the Board of Directors of the BEDC and paid for by the SALON 325.

8. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, and it is the intention of the Parties to this Agreement that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the Board of Directors of the BEDC.

10. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

11. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

12. Exhibits. Any Exhibits attached hereto are incorporated by reference for all purposes.

13. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

14. Indemnification.

SALON 325 AGREES TO DEFEND, INDEMNIFY AND HOLD THE BEDC AND THE CITY OF BRADY (“CITY”), AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES AND ANY CAUSE OF ACTION THAT DIRECTLY RELATES TO ANY OF THE FOLLOWING: ANY CLAIMS OR DEMANDS BY THE STATE OF TEXAS THAT THE BEDC HAS BEEN ERRONEOUSLY OR OVER-PAID SALES AND USE TAX FOR ANY PERIOD DURING THE TERM OF THIS AGREEMENT AS A RESULT OF THE FAILURE OF SALON 325 TO MAINTAIN A PLACE OF BUSINESS AT THE PROPERTY OR IN THE CITY OF BRADY, OR AS A RESULT OF ANY ACT OR OMISSION OR BREACH OR NON-PERFORMANCE BY SALON 325 UNDER THIS AGREEMENT EXCEPT THAT THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE ACTION OR OMISSIONS OF THE BEDC OR CITY. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY, IT BEING THE INTENTION OF THE PARTIES THAT SALON 325 SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY FUNDS PAID AND PROPERTY GRANTED TO SALON 325 HEREIN THAT INCLUDES CITY SALES TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WAS ERRONEOUSLY PAID, DISTRIBUTED OR ALLOCATED TO THE BEDC.

15. Additional Instruments. The Parties agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.

16. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the SALON 325, the SALON 325 shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to causes of any kind whatsoever which are caused by Force Majeure.

[SIGNATURE PAGE FOLLOWS]

Executed on this _____ day of _____, 20____.

**ANNA SCHWERTNER, D.B.A. SALON 325, A
TEXAS SOLE PROPRIETORSHIP**

By: _____

Name:

Title:

STATE OF TEXAS }
COUNTY OF MCCULLOCH }

This information was acknowledged before me on this _____ day of _____, _____,
by _____ for the Anna Schwertner, d.b.a. SALON 325 hair
salon.

Notary Public, State of Texas

Notary's typed or printed name

My commission expires

Executed on this _____ day of _____, 20 ____.

**BRADY TYPE B ECONOMIC
DEVELOPMENT CORPORATION (BEDC)**

By: _____

Name: Daniel Mendoza

Title: Executive Director, Brady Type B EDC

STATE OF TEXAS }
COUNTY OF MCCULLOCH }

This information was acknowledged before me on this _____ day of _____, _____,
by Erin Corbell for the Brady Type B Economic Development Corporation, a Texas non-profit
economic development corporation on behalf of said corporation.

Notary Public, State of Texas

Notary's typed or printed name

My commission expires

Performance Agreement

Promissory Note

[SEE ATTACHED]

Exhibit A

PROMISSORY NOTE

Dated: _____, 20____

Anna Schwertner
1130 W 6th
Brady, TX 76825

Principal Amount \$6,000.00

BEDC Loan No.: 2024-005

1. **PROMISE TO PAY:** For value received, Anna Schwertner, d.b.a Salon 325, a Texas Sole Proprietorship, (the "Borrower"), promises to pay to the order of the Brady Type B Economic Development Corporation, (BEDC, the "Lender"), at Lender's place of business in Brady, McCulloch County, Texas, or such other place as the Lender may from time to time designate, the principal sum of Six thousand dollars and 00/100 (\$6,000.00), the unpaid principal amount, in lawful money of the United States of America, at the interest rate and at the time and in the manner specified herein.
2. **INTEREST RATE:** Two Percent (2.0%) per annum. All past-due amounts shall bear interest at Five Percent (5%) per annum beginning on the 11th day after the due date.
3. **PAYMENT SCHEDULE:** Borrower shall begin payments on the 1st day of the month after the passage of thirty (30) days from the effective date of this Note, in accordance with the schedule of Amounts as shown in Attachment 1 to this Exhibit A (Payment Schedule). Payment shall thereafter be due on the 1st of each month for a period of five (5) years, and an additional late fee shall accrue at 5% per annum for any remaining late amounts, beginning on the eleventh (11th) day after the due date, if same is not paid by the eleventh (11th) day. At the end of the five-year period, all of the unearned outstanding balance shall be due at maturity and shall bear interest at the interest rate as stated herein.
4. **PURPOSE:** The purpose of this loan is to provide financing to purchase salon equipment and building improvements "Salon 325" building on 1404 South Bridge Street, Brady Texas 76825.
5. **WAIVER:** The Borrower waives demand, presentment for payment, notice of non-payment, protest, notice of intent to accelerate, notice of acceleration, and other notice, filing of suit and diligence in collecting this note or enforcing any security given therefor, and agree to any substitution, exchange, release to the Borrower or third parties or impairment (including but not limited to failure to perfect any security interest) of any security now or hereafter given for this note or the release of any party primarily or secondarily liable hereon. Borrower and all other liable parties on this note further agree that it will not be necessary for the Lender or any holder hereof, in order to enforce payment of this note, to first institute or exhaust its remedies against any maker or other party liable therefor or to enforce its rights against any security for this note and hereby consent to all renewals, extensions, refinancing, accelerations, modifications of interest rate or changes

in the time and manner of payment from time to time of this note, and to any other indulgence with respect hereto, without notice of any such renewals, extensions, refinancing, accelerations, modifications of interest rate or changes in the time and manner of payment or any other indulgence.

6. **EVENTS OF DEFAULT:** Subject to the notice and cure provisions as stated in Article VIII in the Economic Development Performance Agreement, if any of the following events of default shall occur, the outstanding balance due Lender according to the terms of this Note and other binding documents shall be due and payable on demand and Lender shall have no further obligation to Borrower under this Note:

- a) Failure of Borrower to perform any term, covenant or agreement contained in this Note, Economic Development Performance Agreement, or in any related document(s);
- b) The Lender and/or City of Brady determines that any representation or warranty contained herein or in any financial statement, certificate, report or opinion submitted to Lender in connection with or pursuant to the requirement of this Note was incorrect or misleading in any material respect when made;
- c) Any judgment is assessed against Borrower or any attachment or other levy against the Facility of Borrower with respect to a claim remains unpaid, unstayed on appeal, undischarged, not bonded or not dismissed for a period of 30 days;
- d) Borrower makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts generally as they become due; files a petition in bankruptcy; is adjudicated insolvent or bankrupt; petitions or applies to any tribunal for any receiver or any trustee of Borrower or any substantial part of its property, commences any action relating to Borrower under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect; or if there is commenced against Borrower any such action and such action remains undismissed or unanswered for a period of sixty (60) days from such filing; or Borrower by an act indicated its consent to or approval of any trustee of Borrower or any substantial part of its property; or suffers any such receivership or trustee to and such appointment remains unvacated for a period of sixty (60) days;
- e) Borrower knowingly grants, suffers or permits future liens on or security interests in Borrower's assets pledged to Lender, other than Lender, or fails to promptly pay all lawful claims, whether for labor, materials or otherwise which are not being contested by Borrower in good faith;
- f) Borrower substantially changes its present senior management or ownership

without written notification to Lender thirty (30) days in advance of such changed; or

- g) Borrower changes the general character of business as conducted at the date hereof, or engages in any type of business not reasonably related to its business as presently and normally conducted.

7. **RIGHTS OF LENDER AFTER DEFAULT:** Following an event of default, and after exhausting the notice and cure provisions as stated in Article VIII of the Economic Development Performance Agreement, at the sole election of Lender, without any additional notice, demand or opportunity to cure the default, all of which the Borrower and all other liable parties waive, the Lender may elect to declare the principal sum and all interest on this note immediately due and payable and such principal sum and interest shall then become immediately due and payable, and the Lender may proceed to take possession and to foreclose upon any collateral in any lawful manner permitted by agreement between the parties, in the event of such acceleration, all other indebtedness and obligations owed by the Borrower to the Lender shall at the option of Lender also become at once due and payable. The failure to exercise any option shall not constitute a waiver of the right of the Lender to exercise the option upon the occurrence of any subsequent event of default.
8. **JOINT AND SEVERAL:** All the obligations of this note are the joint and several obligations of Borrower, and all other liable parties.
9. **COSTS OF COLLECTION AND ATTORNEY'S FEES:** If this note is placed in the hands of an attorney for collection or collected through lawsuit, bankruptcy, probate proceedings or any other judicial proceedings, Borrower agrees to pay in addition to all other sums due and payable hereunder costs of collection and a reasonable attorney's fees.
10. **APPLICATION OF PAYMENTS:** Lender shall apply any payment first to interest and then to principal.
11. **SECURITY:** Payment of this note is secured by furniture, fixtures and equipment that the Borrower owns more fully described in the document(s) creating the security interest or lien, which document(s) may be a security agreement, deed of trust and/or other collateral document(s). Collateral securing any other obligation or indebtedness of the Borrower or any other liable party to the Lender may also secure payment of this note.

LENDER:

Brady Type B Economic Development Corp.
106 W. Main
Brady, Texas 76825

By:

Daniel Mendoza
Executive Director

Attest:

Name
Title

Approved:

BEDC Attorney

BORROWER:

Anna Schwertner
1130 W. 6th
Brady, Texas 76825

By:

Name
Title

Attest:

Name
Title

**Attachment 1
to Exhibit A**

Payment Schedule

(to be created based upon date of execution)

LOAN AMORTIZATION SCHEDULE

ENTER VALUES

Loan amount	\$6,000.00
Annual interest rate	2.00%
Loan period in years	3
Number of payments per year	12
Start date of loan	8/1/2024

LOAN SUMMARY

Scheduled payment	\$171.86
Scheduled number of payments	36
Actual number of payments	0
Total early payments	\$0.00
Total interest	\$186.80

Optional extra payments

LENDER NAME

Brady EDC

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	8/1/2024	\$6,000.00	\$171.86	\$0.00	\$171.86	\$161.86	\$10.00	\$5,838.14	\$10.00
2	9/1/2024	\$5,838.14	\$171.86	\$0.00	\$171.86	\$162.13	\$9.73	\$5,676.02	\$19.73
3	10/1/2024	\$5,676.02	\$171.86	\$0.00	\$171.86	\$162.40	\$9.46	\$5,513.62	\$29.19
4	11/1/2024	\$5,513.62	\$171.86	\$0.00	\$171.86	\$162.67	\$9.19	\$5,350.96	\$38.38
5	12/1/2024	\$5,350.96	\$171.86	\$0.00	\$171.86	\$162.94	\$8.92	\$5,188.02	\$47.30
6	1/1/2025	\$5,188.02	\$171.86	\$0.00	\$171.86	\$163.21	\$8.65	\$5,024.81	\$55.94
7	2/1/2025	\$5,024.81	\$171.86	\$0.00	\$171.86	\$163.48	\$8.37	\$4,861.33	\$64.32
8	3/1/2025	\$4,861.33	\$171.86	\$0.00	\$171.86	\$163.75	\$8.10	\$4,697.58	\$72.42
9	4/1/2025	\$4,697.58	\$171.86	\$0.00	\$171.86	\$164.03	\$7.83	\$4,533.55	\$80.25
10	5/1/2025	\$4,533.55	\$171.86	\$0.00	\$171.86	\$164.30	\$7.56	\$4,369.25	\$87.81
11	6/1/2025	\$4,369.25	\$171.86	\$0.00	\$171.86	\$164.57	\$7.28	\$4,204.68	\$95.09
12	7/1/2025	\$4,204.68	\$171.86	\$0.00	\$171.86	\$164.85	\$7.01	\$4,039.83	\$102.10
13	8/1/2025	\$4,039.83	\$171.86	\$0.00	\$171.86	\$165.12	\$6.73	\$3,874.71	\$108.83
14	9/1/2025	\$3,874.71	\$171.86	\$0.00	\$171.86	\$165.40	\$6.46	\$3,709.31	\$115.29
15	10/1/2025	\$3,709.31	\$171.86	\$0.00	\$171.86	\$165.67	\$6.18	\$3,543.64	\$121.47
16	11/1/2025	\$3,543.64	\$171.86	\$0.00	\$171.86	\$165.95	\$5.91	\$3,377.69	\$127.38
17	12/1/2025	\$3,377.69	\$171.86	\$0.00	\$171.86	\$166.23	\$5.63	\$3,211.46	\$133.01
18	1/1/2026	\$3,211.46	\$171.86	\$0.00	\$171.86	\$166.50	\$5.35	\$3,044.96	\$138.36
19	2/1/2026	\$3,044.96	\$171.86	\$0.00	\$171.86	\$166.78	\$5.07	\$2,878.18	\$143.43
20	3/1/2026	\$2,878.18	\$171.86	\$0.00	\$171.86	\$167.06	\$4.80	\$2,711.12	\$148.23
21	4/1/2026	\$2,711.12	\$171.86	\$0.00	\$171.86	\$167.34	\$4.52	\$2,543.78	\$152.75
22	5/1/2026	\$2,543.78	\$171.86	\$0.00	\$171.86	\$167.62	\$4.24	\$2,376.17	\$156.99
23	6/1/2026	\$2,376.17	\$171.86	\$0.00	\$171.86	\$167.90	\$3.96	\$2,208.27	\$160.95
24	7/1/2026	\$2,208.27	\$171.86	\$0.00	\$171.86	\$168.18	\$3.68	\$2,040.10	\$164.63
25	8/1/2026	\$2,040.10	\$171.86	\$0.00	\$171.86	\$168.46	\$3.40	\$1,871.64	\$168.03
26	9/1/2026	\$1,871.64	\$171.86	\$0.00	\$171.86	\$168.74	\$3.12	\$1,702.91	\$171.15
27	10/1/2026	\$1,702.91	\$171.86	\$0.00	\$171.86	\$169.02	\$2.84	\$1,533.89	\$173.99
28	11/1/2026	\$1,533.89	\$171.86	\$0.00	\$171.86	\$169.30	\$2.56	\$1,364.59	\$176.54
29	12/1/2026	\$1,364.59	\$171.86	\$0.00	\$171.86	\$169.58	\$2.27	\$1,195.01	\$178.82
30	1/1/2027	\$1,195.01	\$171.86	\$0.00	\$171.86	\$169.86	\$1.99	\$1,025.14	\$180.81
31	2/1/2027	\$1,025.14	\$171.86	\$0.00	\$171.86	\$170.15	\$1.71	\$855.00	\$182.52
32	3/1/2027	\$855.00	\$171.86	\$0.00	\$171.86	\$170.43	\$1.42	\$684.57	\$183.94
33	4/1/2027	\$684.57	\$171.86	\$0.00	\$171.86	\$170.71	\$1.14	\$513.85	\$185.08
34	5/1/2027	\$513.85	\$171.86	\$0.00	\$171.86	\$171.00	\$0.86	\$342.85	\$185.94
35	6/1/2027	\$342.85	\$171.86	\$0.00	\$171.86	\$171.28	\$0.57	\$171.57	\$186.51
36	7/1/2027	\$171.57	\$171.86	\$0.00	\$171.57	\$171.28	\$0.29	\$0.00	\$186.80

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

AGENDA DATE:	05/21/2024	AGENDA ITEM	7.E.
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding the first reading of Ordinance 1380 of the City of Brady, Texas, amending the FY24 budget for the Brady Economic Development Corporation.		
PREPARED BY:		Date Submitted:	5/17/2024
EXHIBITS:	Ordinance 1380, amended budget		
BUDGETARY IMPACT:	Required Expenditure:	\$206,000.00	
	Amount Budgeted:	0.00	
	Appropriation Required:	\$206,000.00	
CITY MANAGER APPROVAL:			

SUMMARY: At their May 6 th meeting, the Brady Economic Development Corporation approved an amendment to their Fiscal Year 2024 budget, approving allocations totaling \$206,000 to accommodate projects as approved by the EDC Board of Directors.

RECOMMENDED ACTION: Mayor Pro Tem will ask: “Madam City Secretary please read the Ordinance Preamble for the record in accordance with the City Charter.” (City Secretary reads preamble) Mayor Pro Tem calls for a Motion: Do I have a Motion to approve the first reading of Ordinance 1380?
--

ORDINANCE NO. 1380

**AN ORDINANCE OF THE CITY OF BRADY, TEXAS APPROVING AMENDMENT TO
BRADY TYPE B ECONOMIC DEVELOPMENT CORPORATION FOR FISCAL YEAR
2023-2024 BUDGET TO INCLUDE FUNDING FOR HELIOS PRESS, LLC AND SALON
325.**

WHEREAS, both the Brady Type B Economic Development Corporation and the City Council of the City of Brady, Texas have approved a Performance Agreement with Promissory Note for Helios Press, LLC, with a loan totaling two hundred thousand dollars and no/100 (\$200,000) and a Performance Agreement with Promissory Note for Salon 325, with a loan totaling six thousand dollars and no/100 (\$6,000); and

WHEREAS, both being qualified Projects as that term is defined under the Texas Local Government Code, Chapters 501 and 505, *et seq.*, as amended, known as the Development Corporation Act of 1979; and

WHEREAS, such Project was not included in the original budget for the Brady Type B Economic Development Corporation FY 2023-2024; and

WHEREAS, the Brady Type B Economic Development Corporation Board has approved the inclusion of this Project through a budget amendment, subject to the approval of this City Council.

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
BRADY TEXAS** that the Brady Type B Economic Development Corporation FY 2023-2024 Budget be amended in accordance with the Budget as shown in Attachment A, which is hereby incorporated herein for all purposes.

APPROVED UPON FIRST READING THIS THE 21st DAY OF MAY, 2024.

**APPROVED UPON SECOND AND FINAL READING THIS THE 4TH DAY OF JUNE,
2024.**

Anthony Groves, Mayor

ATTEST: _____
Tina Keys, City Secretary

Type B Economic Development Corporation
Projected Budget 2023-2025

		2022/2023 Amended	2023/2024 Projected	2024/2025 Projected
BEGINNING FUND BALANCE		620,652.42	484,002.42	217,945.42
REVENUES				
Corporation Sales Tax		230,000.00	260,000.00	260,000.00
Interest Income (includes project interest)		5,000.00	9,505.00	10,810.00
Contract Income- T Byrds		3,500.00	0.00	0.00
Contract Income- Mexico City Café		7,450.00	0.00	0.00
Contract Income- Hofstetter Petroleum		14,750.00	14,188.00	14,330.00
Contract Income- Snap Fitness		4,100.00	7,900.00	3,600.00
Contract Income- Serenity Quilts		11,000.00	14,050.00	14,200.00
Contract Income- Brady Monument Works		6,400.00	7,350.00	7,500.00
Contract Income- Sandy's Kitchen		3,250.00	12,150.00	8,430.00
Contract Income- JK Awards		0.00	0.00	0.00
Contract Income- Odyssey Manufacturing		9,200.00	22,800.00	23,272.00
Contract Income- Odyssey Manufacturing 2		0.00	0.00	11,400.00
TOTAL REVENUES		294,650.00	347,943.00	342,142.00
TOTAL AVAILABLE FUNDS		915,302.42	831,945.42	560,087.42
EXPENDITURES				
Contract Services				
Marketing FY 23		10,000.00	0.00	0.00
Marketing FY 24		0.00	10,000.00	0.00
Marketing FY 25		0.00	0.00	10,000.00
Professional/Legal Fees		10,000.00	7,500.00	5,000.00
Audit		5,300.00	5,500.00	5,600.00
Contract for Services- City of Brady		15,000.00	0.00	0.00
Contract for Services- Chamber of Commerce		0.00	36,000.00	36,000.00
Community Development Civic Center		0.00	345,000.00	0.00
TOTAL Contract Services		40,300.00	404,000.00	56,600.00
Supplies/Repair/Expenses				
Travel and Training*		3,000.00	10,000.00	10,000.00
Qualified Projects				
Sandy's Kitchen		43,000.00	0.00	0.00
Odyssey Manufacturing		250,000.00	125,000.00	125,000.00
Parks Master Plan		20,000.00	0.00	0.00
Insurance		0.00	0.00	0.00
EDC Incentive Program		75,000.00	75,000.00	75,000.00
TOTAL Supplies/Repair/Expenses		391,000.00	210,000.00	210,000.00
TOTAL EXPENDITURES		431,300.00	614,000.00	266,600.00
REVENUE OVER/(UNDER) EXPENDITURES		-136,650.00	-266,057.00	75,542.00
Projected Ending Fund Balance		484,002.42	217,945.42	293,487.42

* See supporting pages

Type B Economic Development Corporation
Projected Budget 2023-2025

	2022/2023 Amended	2023/2024 Projected	2024/2025 Projected
BEGINNING FUND BALANCE	620,652.42	484,002.42	497,945.42
REVENUES			
Corporation Sales Tax	230,000.00	260,000.00	260,000.00
Interest Income (includes project interest)	5,000.00	9,505.00	10,810.00
Contract Income- T Byrds	3,500.00	0.00	0.00
Contract Income- Mexico City Café	7,450.00	0.00	0.00
Contract Income- Hofstetter Petroleum	14,750.00	14,188.00	14,330.00
Contract Income- Snap Fitness	4,100.00	7,900.00	3,600.00
Contract Income- Serenity Quilts	11,000.00	14,050.00	14,200.00
Contract Income- Brady Monument Works	6,400.00	7,350.00	7,500.00
Contract Income- Sandy's Kitchen	3,250.00	12,150.00	8,430.00
Contract Income- JK Awards	0.00	0.00	0.00
Contract Income- Odyssey Manufacturing	9,200.00	22,800.00	23,272.00
Contract Income- Odyssey Manufacturing 2	0.00	0.00	11,400.00
TOTAL REVENUES	294,650.00	347,943.00	353,542.00
TOTAL AVAILABLE FUNDS	915,302.42	831,945.42	851,487.42
EXPENDITURES			
Contract Services			
Marketing FY 23	10,000.00	0.00	0.00
Marketing FY 24	0.00	10,000.00	0.00
Marketing FY 25	0.00	0.00	10,000.00
Professional/Legal Fees	10,000.00	7,500.00	5,000.00
Audit	5,300.00	5,500.00	5,600.00
Contract for Services- City of Brady	15,000.00	0.00	0.00
Contract for Services- Chamber of Commerce	0.00	36,000.00	38,000.00
Community Development Civic Center	0.00	65,000.00	65,000.00
TOTAL Contract Services	40,300.00	124,000.00	123,600.00
Supplies/Repair/Expenses			
Travel and Training*	3,000.00	10,000.00	10,000.00
Qualified Projects			
Sandy's Kitchen	43,000.00	0.00	0.00
Odyssey Manufacturing	250,000.00	125,000.00	125,000.00
Salon 325	0.00	0.00	6,000.00
Helios Press LLC	0.00	0.00	200,000.00
Parks Master Plan	20,000.00	0.00	0.00
Insurance	0.00	0.00	0.00
EDC Incentive Program	75,000.00	75,000.00	75,000.00
TOTAL Supplies/Repair/Expenses	391,000.00	210,000.00	416,000.00
TOTAL EXPENDITURES	431,300.00	334,000.00	539,600.00
REVENUE OVER/(UNDER) EXPENDITURES	-136,650.00	13,943.00	-186,058.00
Projected Ending Fund Balance	484,002.42	497,945.42	311,887.42

* See supporting pages

Travel and Training*

TEDC Basic EDC

Registration	800.00
Hotel	650.00
Mileage	250.00
Meals	200.00
	1,900.00

Community Development Institute

Three Year Certification Program

Woodlands- March

Registration	600.00
Hotel- 5 nights at \$125+tax	700.00
Mileage	350.00
Meals	200.00
	1,850.00

TEDC Annual Conference

Registration	600.00
Hotel	600.00
Mileage	250.00
Meals	150.00
	1,600.00

Travel for board members
and business recruitment

4,650.00

Total training and travel **10,000.00**

CITY OF BRADY
MONTHLY FINANCIAL REPORT
AS OF: APRIL 30TH, 2024

58.33% OF FISCAL YEAR

	CURRENT BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE % TO DATE	YEAR TO DATE PRIOR YEAR
BEGINNING FUND BALANCE &				
NET WORKING CAPITAL	27,354,258.02	27,354,258.02		34,178,081.67
REVENUES				
10 -GENERAL FUND	7,953,570.00	5,457,532.99	68.62	6,870,864.21
11 -GEN CONSTRUCTION FUND	1,000,000.00	0.00	0.00	0.00
20 -ELECTRIC FUND	8,121,600.00	4,565,599.22	56.22	4,711,972.72
30 -WATER / SEWER FUND	4,383,025.00	2,369,018.01	54.05	2,677,658.79
33 -WATER CONSTRUCTION FU	2,130,000.00	10,098.17	0.47	135,427.01
35 -WWTP CONSTRUCTION FUN	335,860.00	27,964.86	8.33	161,046.76
40 -GAS FUND	1,276,500.00	833,803.86	65.32	941,157.36
50 -UTILITY SUPPORT FUND	705,900.00	425,823.34	60.32	410,248.75
60 -SOLID WASTE FUND	1,463,000.00	887,748.19	60.68	879,690.90
61 -STREET SANITATION FUN	74,000.00	43,517.75	58.81	43,204.22
71 -EMPLOYEE BENEFITS TRU	1,116,452.00	539,989.28	48.37	0.00
80 -SPECIAL REVENUE FUND	1,238,510.00	317,704.22	25.65	983,182.34
81 -CEMETERY FUND	48,800.00	54,604.84	111.90	49,310.02
82 -HOTEL/MOTEL FUND	215,000.00	107,361.16	49.94	131,958.61
83 -SPECIAL PURPOSE FUND	<u>5,000.00</u>	<u>5,961.97</u>	<u>119.24</u>	<u>1,803.56</u>
TOTAL REVENUES	30,067,217.00	15,646,727.86	52.04	17,997,525.25
EXPENDITURES				
10 -GENERAL FUND	10,062,239.00	4,871,588.15	48.41	4,671,824.19
11 -GEN CONSTRUCTION FUND	280,405.00	18,450.00	6.58	49,922.35
20 -ELECTRIC FUND	8,904,754.00	4,783,872.93	53.72	4,503,075.43
30 -WATER / SEWER FUND	6,818,119.00	2,550,721.92	37.41	1,634,918.79
33 -WATER CONSTRUCTION FU	5,794,006.00	1,366,804.76	23.59	3,324,585.59
35 -WWTP CONSTRUCTION FUN	4,131,529.00	1,126,835.10	27.27	3,341,427.48
40 -GAS FUND	1,317,022.00	724,045.67	54.98	816,268.50
50 -UTILITY SUPPORT FUND	673,480.00	394,411.72	58.56	423,917.17
60 -SOLID WASTE FUND	1,719,834.00	977,214.92	56.82	768,293.43
61 -STREET SANITATION FUN	95,302.00	52,003.15	54.57	59,086.49
71 -EMPLOYEE BENEFITS TRU	1,116,252.00	539,353.60	48.32	0.00
80 -SPECIAL REVENUE FUND	1,352,692.00	329,085.81	24.33	942,091.20
81 -CEMETERY FUND	68,529.00	34,393.90	50.19	30,637.59
82 -HOTEL/MOTEL FUND	229,250.00	52,292.76	22.81	73,391.23
83 -SPECIAL PURPOSE FUND	<u>17,500.00</u>	<u>3,500.00</u>	<u>20.00</u>	<u>1,523.03</u>
TOTAL EXPENDITURES	42,580,913.00	17,824,574.39	41.86	20,640,962.47
REVENUES OVER/(UNDER) EXPENDITURES	(12,513,696.00)	(2,177,846.53)		(2,643,437.22)
ENDING FUND BALANCE &				
NET WORKING CAPITAL	14,840,562.02	25,176,411.49		31,534,644.45

1171 - Brady, City of (General Obligation Debt)

Report - Brady, City of (General Obligation Debt) / Sales Tax Data

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

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

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

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

[Download to Excel](#)

Change Fiscal Year
End

Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2024	\$118,274	\$116,627	\$117,448	\$122,243	\$126,783	\$97,786	\$117,938	\$116,212	\$0	\$0	\$0	\$0	\$933,310
2023	\$107,497	\$116,442	\$105,580	\$106,567	\$132,732	\$99,941	\$96,330	\$115,788	\$104,149	\$114,704	\$148,466	\$142,660	\$1,390,855
2022	\$100,659	\$110,547	\$110,670	\$112,512	\$119,933	\$89,202	\$90,754	\$118,313	\$104,559	\$106,126	\$118,753	\$109,179	\$1,291,207
2021	\$97,505	\$102,843	\$95,512	\$100,910	\$118,480	\$88,588	\$85,665	\$131,540	\$107,199	\$106,167	\$115,244	\$102,302	\$1,251,954
2020	\$94,161	\$95,033	\$98,358	\$107,077	\$114,736	\$90,220	\$86,583	\$101,797	\$101,393	\$109,646	\$105,702	\$97,317	\$1,202,025
2019	\$108,700	\$97,871	\$99,563	\$102,849	\$102,877	\$97,257	\$96,793	\$108,828	\$94,204	\$91,085	\$99,315	\$87,187	\$1,186,530
2018	\$101,224	\$103,733	\$112,475	\$107,463	\$108,139	\$94,294	\$88,618	\$106,428	\$105,435	\$94,199	\$103,004	\$98,016	\$1,223,027
2017	\$87,306	\$91,161	\$89,413	\$100,033	\$109,289	\$86,358	\$97,988	\$101,730	\$86,536	\$97,051	\$103,953	\$100,236	\$1,151,056
2016	\$143,834	\$112,101	\$107,933	\$98,515	\$113,278	\$84,869	\$85,238	\$96,257	\$81,982	\$80,944	\$94,673	\$85,349	\$1,184,973
2015	\$113,438	\$115,026	\$128,575	\$118,282	\$127,008	\$90,659	\$99,414	\$119,166	\$107,160	\$99,436	\$107,394	\$106,966	\$1,332,523
2014	\$86,905	\$90,223	\$83,575	\$87,608	\$114,999	\$83,194	\$86,383	\$103,052	\$119,190	\$96,615	\$101,343	\$109,279	\$1,162,366
2013	\$81,575	\$84,095	\$78,857	\$88,594	\$108,399	\$69,954	\$76,038	\$92,661	\$84,448	\$82,176	\$91,353	\$87,852	\$1,026,002
2012	\$76,182	\$79,173	\$73,628	\$81,661	\$100,901	\$64,794	\$79,473	\$88,392	\$76,641	\$60,890	\$87,159	\$105,230	\$974,124
2011	\$78,998	\$93,104	\$65,476	\$83,507	\$93,953	\$70,399	\$72,121	\$81,841	\$76,174	\$71,819	\$84,522	\$71,003	\$942,918
2010	\$70,849	\$72,537	\$66,287	\$69,364	\$86,286	\$70,868	\$54,779	\$73,192	\$69,685	\$64,455	\$93,443	\$58,872	\$850,618

CITY OF BRADY
CITY COUNCIL CORRESPONDENCE

TO: **MAYOR AND COUNCIL**

FROM: **FINANCE / UTILITY DEPARTMENTS**

SUBJECT: **MONTHLY CUSTOMER SERVICE REPORT**

DATE: **April 30, 2024**

SERVICES	FISCAL YEAR 2024												YTD Total	
	October	November	December	January	February	March	April	May	June	July	August	September		
Received Phone Calls	367	359	377	402	394	256	509							2,664
Returned Calls	14	18	35	42	28	20	46							203
Residential Apps	15	13	18	18	15	17	19							115
Commercial Apps	0	0	8	2	5	4	6							25
Service Orders	104	126	214	193	233	322	298							1,490
Utility Onsite Payments	772	771	818	817	799	800	779							5,556
Utility Mail Payments	667	592	621	639	605	637	621							4,382
Utility Online Payments	702	676	692	687	670	642	699							4,768
Utility Draft Payments	601	599	605	609	616	622	627							4,279

SERVICE ORDER REPORT FY 23-24

TOTALS BY JOB CODE		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
BTP - BULK TRASH PICKUP		0	1	0	0	0	1	3						
CC - BRUSH CHIPPING		4	3	2	3	4	4	5						
C&S - CLEAN AND SHOW		0	0	0	0	0	0	0						
CHG - SERVICE CHANGE		2	5	10	11	4	6	10						
CON - CONNECT SERVICE		5	8	9	9	10	8	13						
DEMO - DEMILITION (New Code Added)		0	0	0	0	0	0	0						
DIS - DISCONNECT SERVICE		14	6	9	6	8	7	12						
DMP - DUMPSTER SERVICE CHANG		2	1	1	0	1	2	0						
EOUT - ELECTRIC OUTAGE		5	1	0	5	0	5	1						
FD - FORCED DISCONNECT		31	36	47	34	26	34	43						
Gas - Gas Pressure Test Needed		0	0	0	0	0	0	0						
GL - GAS LEAK		5	2	1	2	3	0	1						
GOUT - GAS OUTAGE		0	0	0	0	1	0	0						
MCE - ELECTRIC METER CHANGEOUT		0	2	1	1	26	3	0						
MCG - GAS METER CHANGEOUT		19	39	122	74	58	102	10						
MCW - WATER METER CHANGEOUT		2	7	4	4	20	58	95						
MISC - MISCELLANEOUS		11	13	15	23	17	24	20						
NONCO - NON COMPLIANCE CODE		0	0	0	0	0	0	0						
NONPAY - DISCONNECT FOR NON PAY		9	12	4	4	4	11	0						
PH - STREET POTHOLEs		2	1	0	0	4	2	5						
PPM - PUBLIC PROPERTY		0	0	0	0	0	0	0						
PL - PILOT LIGHT ON/OFF		1	0	0	0	0	0	0						
PLY - POLYCART SVC CHANGE		7	6	3	7	7	16	8						
PULL - PULL METER		10	1	2	10	5	11	34						
RC - CHECK READ		22	30	37	36	62	30	33						
REINS - REINSTATEMENT OF SERVICE		4	4	1	0	2	4	0						
SBU - SEWER BACK UP		1	2	3	2	5	4	1						
SC - STREET CUTS FOR TAPS		3	0	1	2	3	1	0						
SL - SECURITY LIGHTS REPAIR		1	1	4	1	3	4	3						
TT - TREE TRIMMING		1	3	0	1	0	1	3						
WL - WATER LEAK		4	13	8	12	14	8	12						
WOUT - WATER OUTAGE		3	0	0	0	0	1	0						
TOTAL ALL CODES		168	197	284	247	287	347	312						

SERVICE ORDER DELEGATION BY GROUP		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
CODE ENFORCEMENT		0	0	0	0	0	0	0						
ELECTRIC		7	13	12	14	40	26	16						
GAS		25	45	15	6	10	4	9						
METER TECHNICIAN		98	102	227	185	183	258	222						
PPM		0	0	0	0	0	1	1						
SOLID WASTE		9	7	3	7	8	18	9						
STREETS		11	5	5	6	13	11	13						
WATER		18	25	22	29	33	29	42						
TOTAL		168	197	284	247	287	347	312						

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

SERVICES	FISCAL YEAR 2023-2024												
	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	724	753						
Home Delivered Meals	911	746	723	710	730	672	733						
Total Meals	1,622	1,429	1,326	1,387	1,361	1,396	1,486	-	-	-	-	-	-
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	241	188						
Green Fees	\$ 2,068.00	\$ 1,661.00	\$ 1,202.00	\$ 766.00	\$ 1,423.00	\$ 4,296.00	\$ 2,768.00						
Membership Rounds	331	299	297	154	304	337	300						
Student Rounds	7	8	10	9	7	97	20						
Total Rounds	479	421	389	213	410	685	508						
Trail Fee													
Trail Fee Revenues													
Cart Rentals	101	65	54	45	86	151	128						
Cart Revenue	\$ 1,693.74	\$ 1,219.49	\$ 1,016.20	\$ 799.44	\$ 1,409.19	\$ 2,655.80	\$ 2,249.30						
Cart Shed Rental													
Vending Revenue	\$ 725.94	\$ 761.82	\$ 366.65	\$ 309.89	\$ 698.81	\$ 1,112.13	\$ 1,205.62						
Memberships	99	37	41	22	40	31	47						
Membership Fees	\$ 20,690.00	\$ 4,800.00	\$ 2,920.00	\$ 960.00	\$ 1,715.00	\$ 1,585.00	\$ 2,315.00						
Driving Range	31	17	21	15	34	42	44						
Range Revenue	\$ 112.40	\$ 60.00	\$ 69.15	\$ 60.60	\$ 147.50	\$ 179.75	\$ 184.95						
Misc.													
Total Revenue	\$ 25,290.08	\$ 8,502.31	\$ 5,574.00	\$ 2,895.93	\$ 5,393.50	\$ 9,828.68	\$ 8,722.87						

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	\$ -

TO: BRADY CITY COUNCIL
FROM: RANDY BATTEN, CHIEF OF POLICE
THROUGH: ERIN CORBELL, CITY MANAGER



**SUBJECT: MONTHLY POLICE REPORT
FISCAL YEAR 2022-2023**

2024 RUNS

CALLS 2023-2024	OCT	NOV	DEC	JAN	FEB	MAR	APR
RUNS	79	70	102	100	114	108	96
INSURANCE	33	29	54	63	69	66	45
ALS	33	35	59	57	68	67	55
BLS	28	26	45	30	37	29	36
ALS FALL	1	5	8	7	3	9	4
BLS FALL	3	5	13	10	9	11	6
TRAUMA	20	12	28	13	15	23	8
TRAUMA DEATH	0	0	1	0	1	2	0
D.O.A.	0	1	1	2	2	2	2
M.V.A. CITY	3	2	3	3	2	2	3
M.V.A. COUNTY	3	3	10	2	1	4	2
FIRE CITY	2	3	3	4	4	6	4
FIRE COUNTY	2	1	2	4	1	3	3
HELICOPTER	1	1	4	2	1	2	4
HELICOPTER REFUSAL	0	0	0	0	0	0	0
COUNTY CALLS	8	14	18	14	9	15	12
CANCEL	2	2	0	2	3	1	2
TRANSFER	0	0	0	0	0	0	0
REFUSAL	26	22	33	24	25	21	29
GAS LEAK	0	0	0	0	1	0	0
MEDICAL ALARM	1	3	0	1	0	0	2
FIRE ALARM	0	0	1	1	3	0	0
LIFT ASSIST	0	0	0	0	0	0	0
OVER 20 MINUTES	9	10	19	17	18	19	10
OTHER	1	1	0	0	0	2	0
B.V.F.D. CITY	1	0	3	4	2	1	1
B.V.F.D. COUNTY	6	3	11	5	5	5	5

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
1449	3/6/2024			CC									\$ 667.16	\$ 0.00	\$ 0.00	\$ 0.00	\$ 667.16	4.990000	133.7		
1486	3/25/2024	Richard	Joliff	CC							\$ 24.00	\$ 1.98	\$ 143.71	\$ 0.00	\$ 0.00	\$ 0.00	\$ 169.69	4.990000	28.8		
1496	4/1/2024	Richard	Joliff	CC									\$ 122.85	\$ 0.00	\$ 0.00	\$ 0.00	\$ 122.85	5.250000	23.4		
1497	4/1/2024	Clint	Rejsek	CC									\$ 78.75	\$ 0.00	\$ 0.00	\$ 0.00	\$ 78.75	5.250000	15		
1498	4/2/2024			CC									\$ 0.00	\$ 425.50	\$ 0.00	\$ 0.00	\$ 425.50	5.750000		74	
1499	4/2/2024			CC									\$ 0.00	\$ 414.00	\$ 0.00	\$ 0.00	\$ 414.00	5.750000		72	
1500	4/3/2024			CC									\$ 0.00	\$ 385.25	\$ 0.00	\$ 0.00	\$ 385.25	5.750000		67	
1501	4/3/2024			CC							\$ 75.00		\$ 0.00	\$ 0.00	\$ 0.00	\$ 75.00					
1502	4/3/2024			CC							\$ 175.00		\$ 0.00	\$ 2,731.25	\$ 0.00	\$ 0.00	\$ 2,906.25	5.750000		475	
1503	4/3/2024			CC									\$ 78.75	\$ 0.00	\$ 0.00	\$ 0.00	\$ 78.75	5.250000		15	
1504	4/4/2024			CC									\$ 57.23	\$ 0.00	\$ 0.00	\$ 0.00	\$ 57.23	5.250000		10.9	
1505	4/4/2024			CC									\$ 101.33	\$ 0.00	\$ 0.00	\$ 0.00	\$ 101.33	5.250000		19.3	
1506	4/4/2024			CC									\$ 0.00	\$ 1,725.00	\$ 0.00	\$ 0.00	\$ 1,725.00	5.750000		300	
1507	4/4/2024	NetJet		CONTRACT									\$ 0.00	\$ 764.89	\$ 0.00	\$ 0.00	\$ 764.89	3.922500		195	
1508	4/4/2024	AI	Lavenue	CC									\$ 638.60	\$ 0.00	\$ 0.00	\$ 0.00	\$ 638.60	5.150000		124	
1509	4/5/2024			CC									\$ 155.93	\$ 0.00	\$ 0.00	\$ 0.00	\$ 155.93	5.250000			
1510	4/5/2024			CC									\$ 0.00	\$ 2,903.75	\$ 0.00	\$ 0.00	\$ 2,903.75	5.750000		505	
1511	4/5/2024			CC									\$ 160.13	\$ 0.00	\$ 0.00	\$ 0.00	\$ 160.13	5.250000		30.5	
1512	4/5/2024			CC							\$ 87.50		\$ 0.00	\$ 0.00	\$ 0.00	\$ 87.50					
1513	4/8/2024			CC							\$ 75.00		\$ 0.00	\$ 0.00	\$ 0.00	\$ 75.00					
1514	4/8/2024			CC									\$ 0.00	\$ 2,875.00	\$ 0.00	\$ 0.00	\$ 2,875.00	5.750000		500	
1515	4/8/2024	AVTRIPS											\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00				
1516	4/8/2024			CC									\$ 0.00	\$ 609.50	\$ 0.00	\$ 0.00	\$ 609.50	5.750000		106	
1517	4/8/2024			CC									\$ 129.68	\$ 0.00	\$ 0.00	\$ 0.00	\$ 129.68	5.250000		24.7	
1518	4/8/2024			CC									\$ 54.59	\$ 0.00	\$ 0.00	\$ 0.00	\$ 54.59	5.150000		10.6	
1519	4/8/2024			Cash									\$ 106.61	\$ 0.00	\$ 0.00	\$ 0.00	\$ 106.61	5.150000		20.7	
1520	4/8/2024			CC									\$ 0.00	\$ 3,501.75	\$ 0.00	\$ 0.00	\$ 3,501.75	5.750000		609	
1521	4/8/2024			CC									\$ 307.13	\$ 0.00	\$ 0.00	\$ 0.00	\$ 307.13	5.250000		58.5	
1522	4/8/2024			CC									\$ 349.69	\$ 0.00	\$ 0.00	\$ 0.00	\$ 349.69	5.150000		67.9	
1523	4/8/2024			CC									\$ 72.62	\$ 0.00	\$ 0.00	\$ 0.00	\$ 72.62	5.150000		14.1	
1524	V												\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00				
1525	4/8/2024			CC									\$ 262.50	\$ 0.00	\$ 0.00	\$ 0.00	\$ 262.50	5.250000		50	
1526	4/9/2024			CC									\$ 180.60	\$ 0.00	\$ 0.00	\$ 0.00	\$ 180.60	5.250000		34.4	
1527	4/9/2024	Toney	Urban	Cash	\$200.00								\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 200.00				
1528	4/9/2024			CC									\$ 338.63	\$ 0.00	\$ 0.00	\$ 0.00	\$ 338.63	5.250000		64.5	
1529	4/7/2024	Solarirus		Contract									\$ 0.00	\$ 4,382.65	\$ 0.00	\$ 0.00	\$ 4,382.65	3.977000		1102	
1530	4/10/2024			Cash									\$ 25.73	\$ 0.00	\$ 0.00	\$ 0.00	\$ 25.73	5.250000		4.9	
1531				CC									\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00				
1532	4/11/2024			CC									\$ 777.65	\$ 0.00	\$ 0.00	\$ 0.00	\$ 777.65	5.150000		151	
1533	4/11/2024			CC									\$ 0.00	\$ 862.50	\$ 0.00	\$ 0.00	\$ 862.50	5.750000		150	
1534	4/11/2024	Erickson		Contract									\$ 0.00	\$ 3,507.71	\$ 0.00	\$ 0.00	\$ 3,507.71	3.977000		882	
1535	4/11/2024	Integrated Flight Resources		Contract									\$ 0.00	\$ 596.55	\$ 0.00	\$ 0.00	\$ 596.55	3.977000		150	
1536	4/12/2024			CC									\$ 0.00	\$ 862.50	\$ 0.00	\$ 0.00	\$ 862.50	5.750000		150	
1537	4/15/2024			CC									\$ 154.88	\$ 0.00	\$ 0.00	\$ 0.00	\$ 154.88	5.250000		29.5	
1538	4/15/2024	Mod Air LLC		CC	\$1,200.00								\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,200.00				
1539	4/15/2024	Brant	Glenn	CC	\$100.00								\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 100.00				
1540	4/15/2024	Clint	Rejsek	CC	\$100.00								\$ 298.73	\$ 0.00	\$ 0.00	\$ 0.00	\$ 398.73	5.250000		56.9	
1541	4/15/2024	Sam	Spaulding	CC									\$ 0.00	\$ 862.50	\$ 0.00	\$ 0.00	\$ 862.50	5.750000		150	
1542	4/15/2024	Russell	Carter	CC									\$ 178.50	\$ 0.00	\$ 0.00	\$ 0.00	\$ 178.50	5.250000		34	
1543	4/15/2024			CC									\$ 75.00		\$ 0.00	\$ 0.00	\$ 75.00				

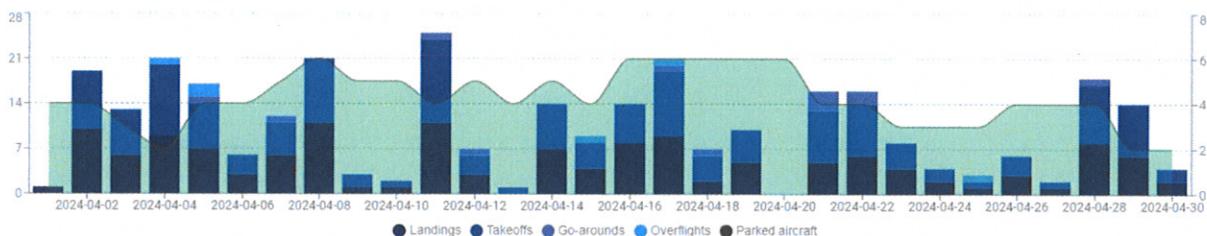
Monthly Invoices Totals by GL Number		
611.00	Rent	\$2,440.00
611.01	T-Hangar	\$1,100.00
611.02	Bldg Rent	
640.01	Tie Down	\$50.00
645.00	Misc.	\$637.50
646.00	100LL	\$8,740.48
646.01	Jet-A	\$36,146.15
647.00	Military	
815.00	Reimb. Exp	
614.00	Taxable Sales	\$33.50
2111.53	Sales Tax	\$2.76
Total Sales Gallons		
100LL		1686.4
Jet-A		7191
Military		
FET Due from IRS		

KBBB - Curtis Field Airport Airport

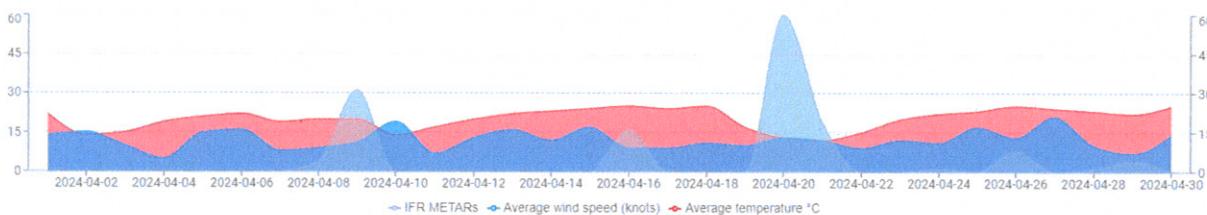
Operations Report for April 2024

Operations	Landings	Takeoffs	Go-arounds	Overflights
314	142	154	12	6

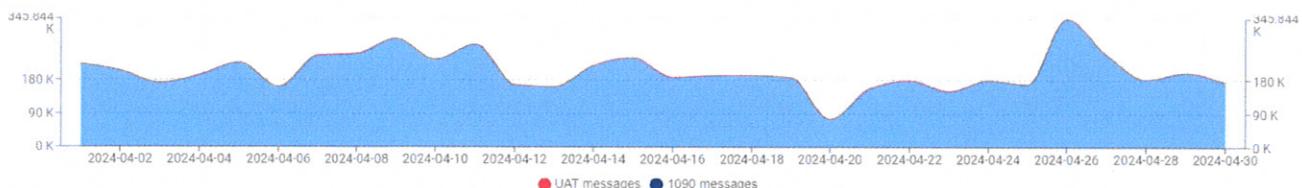
Operations by Day



Weather Conditions



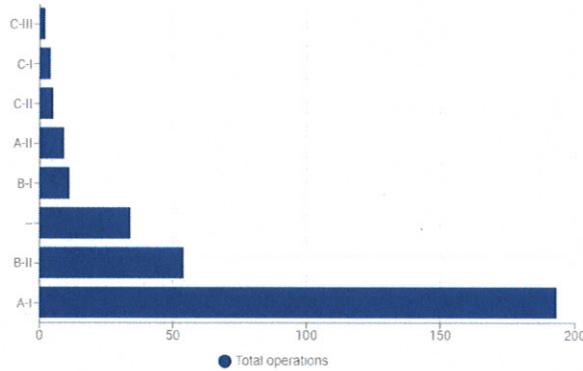
Receiver health



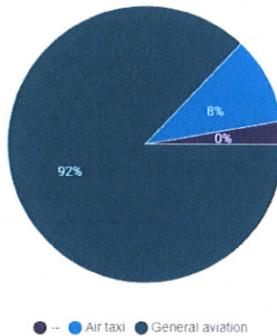
Operations by Runway



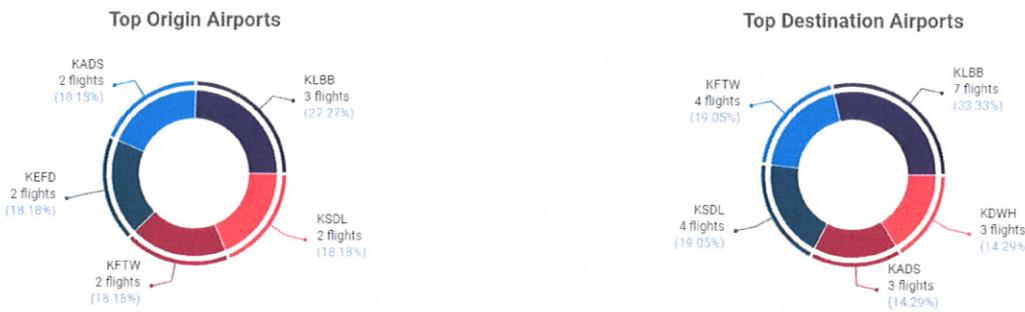
Operations by Category



Operations by Type

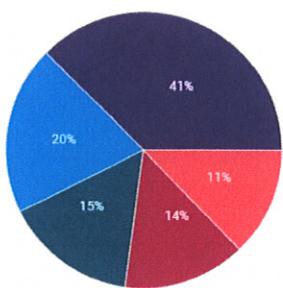


Top Airports



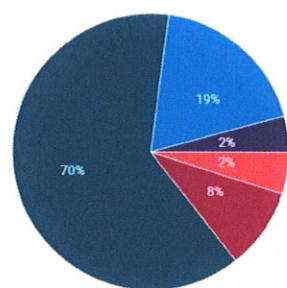
Category	Landings	Takeoffs	Go-arounds	Overflights	Total
--	19	15	0	0	34
A-I	82	95	12	4	193
A-II	4	5	0	0	9
B-I	5	6	0	0	11
B-II	27	27	0	0	54
C-I	2	2	0	0	4
C-II	2	3	0	0	5
C-III	1	1	0	0	2
Total	142	154	12	4	312

Top Aircraft Types



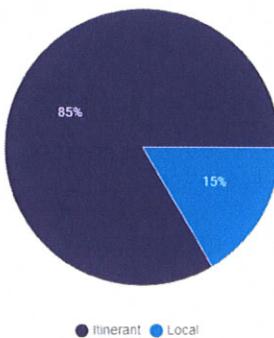
● DA20 ● -- ● C182 ● C150 ● M20P

Operations by Engine Type

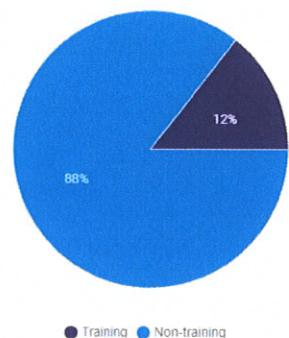


● -- ● Jet ● Piston ● Turbo-prop ● Turbo-shaft

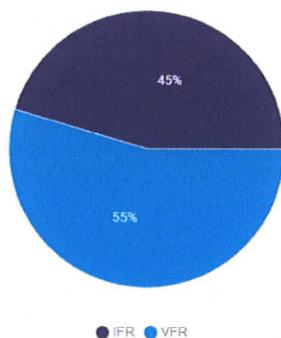
Local vs. Itinerant Flights



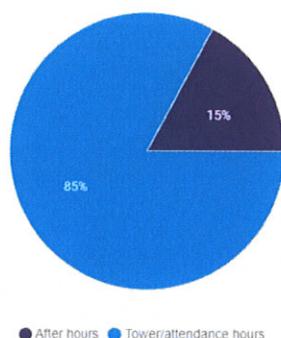
Training Operations



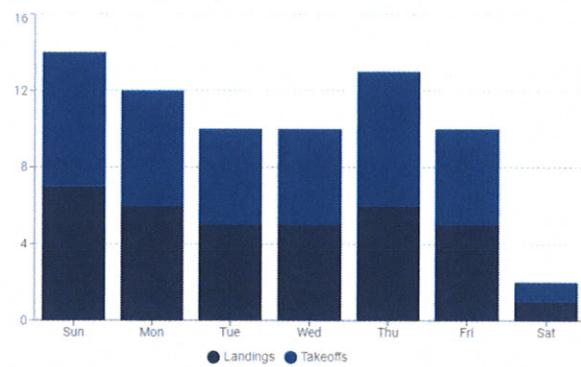
IFR vs. VFR flights



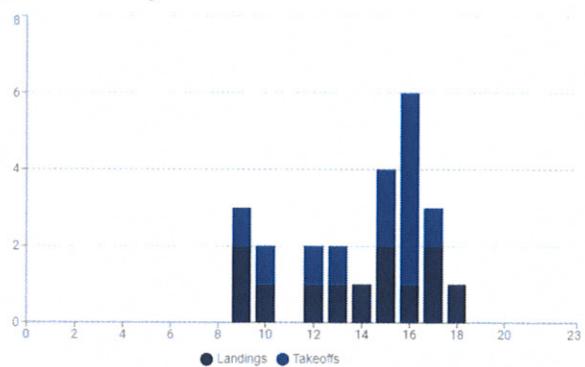
After Hours Operations



Operations by Day of Week

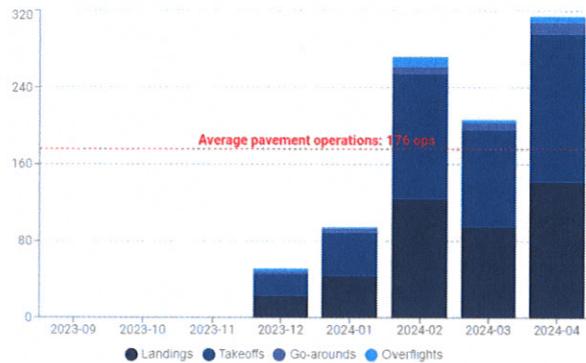


Operations by Hour



Historical Data

Landings and Takeoffs by Month



Busiest Days on Record

Rank	Date	Pavement ops	Aircraft
1	2024-02-20 (Tue)	40	6
2	2024-02-15 (Thu)	29	4
3	2024-04-11 (Thu)	24	10
4	2024-03-26 (Tue)	21	8
4	2024-04-08 (Mon)	21	12
5	2024-02-13 (Tue)	20	3
5	2024-04-04 (Thu)	20	10
6	2024-03-01 (Fri)	19	7
6	2024-04-02 (Tue)	19	5
6	2024-04-17 (Wed)	19	5

Municipal Court Monthly Report
APRIL 2024

Criminal Section	Traffic			Traffic Non-Traffic		
	Non-Parking	Traffic Parking	City Ordinance	Penal Code	Non-Traffic State Law	City Ordinance
1. Total Cases Pending First of the Month:	3,283	1	0	1,372	9	97
a. Active Cases	1,746	1	0	955	6	78
b. Inactive Cases	1,537	0	0	417	3	19
2. New Cases Filed	54	0	0	13	0	2
3. Cases Reactivated	23	0	0	1	0	0
4. All other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket	1,823	1	0	969	6	80
6. Dispositions Prior to Court Appearance or Trial:						
a. Uncontested Dispositions	39	0	0	3	0	0
b. Dismissed by Prosecution	0	0	0	0	0	0
7. Dispositions at Trial:						
a. Convictions:						
1) Guilty Plea or Nolo Contendere	3	0	0	0	0	0
2) By the Court	0	0	0	0	0	0
3) By the Jury	0	0	0	0	0	0
b. Acquittals:						
1) By the Court	0	0	0	0	0	0
2) By the Jury	0	0	0	0	0	0
c. Dismissed by Prosecution	1	0	0	0	0	0
8. Compliance Dismissals:						
a. After Driver Safety Course	5					
b. After Deferred Disposition	0	0	0	0	0	0
c. After Teen Court	0	0	0	0	0	0
d. After Tobacco Awareness Course					0	
e. After Treatment for Chemical Dependency				0	0	
f. After Proof of Financial Responsibility	1					
g. All other Transportation Code Dismissals	3	0	0	0	0	0
h. All other Dispositions	0	0	0	0	0	0
10. Total Cases Disposed	52	0	0	3	0	0
11. Cases Placed on Inactive Status	24	0	0	4	0	0
12. Total Cases Pending End of Month:	3,285	1	0	1,382	9	99
a. Active Cases	1,747	1	0	962	6	80
b. Inactive Cases	1,538	0	0	420	3	19
13. Show Cause Hearings Held	1	0	0	0	0	0
14. CasesAppealed:						
a. After Trial	0	0	0	0	0	0
b. Without Trial	0	0	0	0	0	0
Additional Activity		Total				
Cases in Which a Fine and Court Costs Satisfied by Community Service						
a. Partial Satisfaction		0				
b. Full Satisfaction		0				
Cases in Which Fine and Court Costs Satisfied by Jail Credit		2				
Cases in Which Fine and Court Costs Waived for Indigency		0				
Amount of Fines and Court Costs Waived for Indigency		\$0.00				
18. Fines, Court Costs and Other Amounts Collected:						
a. Kept By City		\$10,392.81				
b. Remitted to State		\$4,896.01				
c. Total		\$15,288.82				
Arrest Warrants Issued		32				

Civil Section	Total Cases
1. Total Cases Pending First of Month	331
a. Active Cases	286
b. Inactive Cases	45
2. New Cases Filed	5
3. Cases Reactivated	0
4. All other Cases Added	0
5. Total Cases On Docket	291
6. Uncontested Civil Fines or Penalties	0
7. Default Judgments	0
8. Agreed Judgments	0
9. Trial/Hearing by Judge/Officer	0
10. Trial By Jury	0
11. Dismissed for Want of Prosecution	0
12. All Other Dispositions	0
13. Total Cases Disposed	0
14. Cases Placed on Inactive Status	0
15. Total Cases Pending End of Month:	336
a. Active Cases	291
b. Inactive Cases	45
16. CasesAppealed:	
a. After Trial	0
b. Without Trial	0

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

Presiding Judge: Justin Tyler Owens

Prepared by Court Clerk Valerie Gonzalez
Official Report Submitted to The Office of Court Administration 05-02-2024