



CITY OF BRADY COUNCIL AGENDA REGULAR CITY COUNCIL MEETING JANUARY 21, 2025, 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. January 21, 2025**, 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.

Tony Groves,
Mayor

Terry Phillips
Council Member Place 1

Missi Elliston
Mayor Pro Tem
Council Member Place 2

Jeffrey Sutton
Council Member Place 3

Felix Gomez, Jr.
Council Member Place 4

Gabe Moreno
Council Member Place 5

Barbara Holly
Interim City Manager

Tina Keys
City Secretary

Sharon Hicks
City Attorney

MISSION

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

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 Work Session Meeting and Regular Session
Meeting on January 7, 2025 and Work Session Meeting on January 14, 2025

5. PRESENTATIONS:

- Brady / McCulloch County Chamber of Commerce Annual Tourism Report
- First Quarter Financial Report – FY 25

6. PUBLIC HEARING:

Public hearing to receive comments from the public for or against a zoning variance to setbacks for property located at 2026 S. Bridge Street, Stanburn Subdivision, Block 7, Lots 22-24

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 the **second and final reading of Ordinance 1391** of the City of Brady, Texas to amend the FY2025 Budget for municipal Purposes.
- B. Discussion, consideration and possible action approving variance to setbacks for property located at 2026 S. Bridge Street, Stanburn Subdivision, Block 7, Lots 22-24.
- C. Discussion, consideration and possible action authorizing the mayor to sign a renewal Water Services Agreement with Lakeland Services, Inc.
- D. Discussion, consideration and possible action regarding approval of Resolution 2025-001 to call May 3, 2025 General Election for the purpose of filling City Council Places 2 and 3 expiring terms.
- E. Discussion, consideration and possible action regarding Brady Lake boat ramp extensions.
- F. Discussion, consideration and possible action to amend the Visit Brady contract to allow the Brady Chamber of Commerce to keep unused funds for future use.
- G. Discussion, consideration and possible action regarding a warming station policy

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:**

Jan. 28		Special City Council Meeting, 5:30
Feb. 4		Regular City Council Meeting, 6:00 p.m.
Feb. 11		Special City Council Meeting, 5:30
Feb. 17		President's Day Holiday, City Offices Closed, Altered Trash Schedule (Monday route picked up on Tues. 2/18, Tuesday route picked up on Wednesday 2/19)
Feb. 18		Regular City Council Meeting, 6:00 p.m.
Feb. 25		Special City Council Meeting, 5:30

9. ANNOUNCEMENTS

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

10. EXECUTIVE SESSION

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

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

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

- Pursuant to Section 551.074 (Personnel Matters) City Council will meet to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: City Manager
- Pursuant to Section 551.072 (Deliberations about Real Property), the City Council will deliberate the purchase, exchange, lease, or value of real properties of the City as the deliberation in an open meeting will have the detrimental effect on the position of the City in negotiations with a third person: Police Station / Fire Station / G. Rollie White

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 Work Session Meeting on Tuesday, January 7, 2025 at 4:30 p.m. with Mayor Anthony Groves presiding. Council Members present were Missi Elliston, Jeffrey Sutton, and Gabe Moreno. City staff present was Interim City Manager Barbara Holly, Public Works Director Steven Miller, and City Secretary Tina Keys. Also in attendance were David Ortiz, Jason Behrens, Michael Probst, Lauren and Jeff Bedwell, Aaron Garcia, Angie Turner, Annita Ellison, and Cameron Anderson.

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

Mayor Groves called the meeting to order at 4:49 p.m. Council quorum was certified.

2. INDIVIDUAL CONCERNS

- A. Discussion regarding G. Rollie White facility. Mayor Groves said we've been trying for a long time to do something with the GRW complex. We appreciate what they're working on and the goals out there. We're still probably 4 – 5 months away to committing to something while we're working on our comprehensive plan, but the more we can find out the better opportunities we will have.

Jason Behrens handed out sheets to the council. Michael Probst said it's what was drawn up. The last page has a cost estimate from 2020 to give them a general idea. They have to take off the top one, the 4-H office and complex. It's not going to be a part of it. The shooting sports was the first thing, but that has changed. Those contests have been moved to San Angelo instead of being held here and he doesn't know if we can get it back. The arena would be their first goal; covered arena, offices, press box. Lauren Bedwell asked if this is what A&M brought. Jason said the discussion with A&M was more about funding, a lot has changed in 4 years. We want something that's good for families. Jason said they're hoping for something like they have in Uvalde and Dripping Springs. The one at Llano has about 150+ functions a year. The Uvalde people said they would be glad to come and help. It's all a non-profit where the county and city are there but not there, kind of separate. She told them what works and what doesn't work. All of them that have been built are pretty successful. The key is, our location is amazing. Mike said they have an area designated for shows. Most of them hire somebody to run it so it comes back to them, not the non-profit board. We want to get it started and get something going. We can't get anything started until we have either a lease or ownership. It's hard to do fundraising without ownership so that's where it has sat for the last 4 years. It has been talked about for about 40 years. Jeff Bedwell asked if the financing has been established. Mike said you can't get anything until you own it. They want to make sure that facility will be there for a lifetime. They were doing a little fundraising, but it wasn't right to be asking until we know what we're doing. Mike said you don't have to own it, you just have to have a long-term lease. Council Member Elliston said we were able to change at the last election that we can do a longer lease. David Ortiz said he hears about this 99 year lease which he has concerns about. The grant and potential donors, strategic plans, pictures, everything you have to have a good foundation. A business plan, a strategic plan in place, have to have already talked to potential donors. Jason said they have talked to lots of donors, they are all on board, but they want to see a long-term agreement. David said he spoke with 2 potential donors, but they said there needs to be a plan. Jason said they're willing to go that step. Lauren said after 10 years of seeing plans, things still hasn't been done. At some point you can give it back to your community members. We've waited too long. It's getting so dilapidated, costs keep going up. Jason said they spent a good deal of money on these plans and they had a grant writing company talk to them. They've done the groundwork. It all boils down to are you going to own it or long-term lease. Jason said the potential is still there. They have contacts in the horse industry. There's potential to have 200 RV sites and to tie

it into Goat Cook Off. Council Member Moreno said council has looked at that facility. One of the things they've wanted to do is to change the allowed time. They've also wanted to see what it's worth, and they've done that. Council is now at the point that we have to figure out are we going to sell or are we going to lease. Now we can as a council hear what they have and hear do you want to buy it, or do you want to lease it. Do you have the funds? He wants to see funds to get it started. Jason said you don't want to raise a bunch of funds and have it sit there. They had 3 or 4 thousand to get an architect hired and those things. Jason said being a non-profit, everything that facility makes will benefit the citizens of Brady. Mayor Groves said he was in with the original group and did the paperwork to get it going. He had high hopes that we would get help from A&M, but they view us as a competitor, not a partner. The thing he walked away with most was typically you take on a project, you don't talk about it until you have almost half of the funds to pay for it so you can go to donors and say we're looking for you to be a part of the future, and we already have "x" amount of dollars in the bank and are looking for "x" dollars. The hang up was the issues with the lease. Mayor Groves said the council needs to decide if they want to sell it or lease it or what. He believes there are things you could do fairly quickly with the shooting sports, so start there then come up with a realistic timeline for the rest. The big step is the comprehensive plan and how do we give them access, use, ownership, whatever, to the complex. Aaron Garcia said whether we decide to sell or lease, more on the leasing side, if we have whatever group saying they're ready to go, we need to protect 4-H and people who use those things. We may not need \$20 million to get started. What numbers does council want to see? He reached out to donors and within 3 weeks had about \$500,000 ready to go. The money is out there. People want to help. 4-H is one of our most important parts of our community and we need to make sure to protect the ability to do those things. Mayor Groves said not everybody realizes the property is bigger. If you go on top of the bluff, there is land that's a nice flat area that overlooks the city that you could put a restaurant or something or you could subdivide. His opinion is when the city talks of the G. Rollie White facility, they really need to turn loose of the facility which leads to selling it which leads to clear ownership of that property. He doesn't think the city should be involved in the process after it's started. A citizen associated with the Heather Myles group said he went up there, there is quite a bit of acreage at the top of that hill. Their proposal is a lot like theirs. They're trying to do something for the kids and families. They're trying to give a base for the youth to have. He's more on the show horse end and they're more on the horse race end. Brady is still lacking. These kids have nothing to do. Council Member Moreno said we have two entities that want to do something with it and we want to do something with it also. If we could all come to an agreement, that would be great. Everybody wins. They do have very similar thoughts. Jason said that property was given to Brady from an individual who wanted to help the people of his community. When you go to look at what to do with that, look at how is it going to benefit the most people of this county. Are you going to do something that generates revenue for an entity? Council Member Moreno said they want to do similar things. Everybody has great ideas. We need to see what is going to benefit our city the most. Jason Behrens said they would ideally like to have full ownership. Angie Turner said there has never been anything for our youth here. The local people are going to make it right. We want something that's going to benefit our youth. We don't know with other entities what it will bring in. Your 4-H, FFA, AgriLife, USDA, there are so many outlets that facility will provide us with. Mr. White gifted that to the community with that in mind. What better way to honor him than to do that. If you sell it, you don't know who is going to buy it or what they're going to do with it. We need to invest in our youth in this community. Lauren Bedwell said it's more attractive to a trade school to have a facility that's already in the works. You can bring in a trade school and have a place for all the county kids. That's more of a foundation than a spectacle that could or could not work in a few years.

Council Member Gomez entered the meeting at 5:26.

Representatives of Heather Myles said we're talking a practice race track, we're all talking about the same thing; having rodeos come in, how can we all get on the same page.

Angie said this land was given to the City so it didn't cost the city anything. The City has maintained it but it's in dire straits. If we sold it, we could get "x" amount of dollars for it but is that so important to get that money and lose control over it. It's not costing the City anything, so why not lease it for a fair amount? And put some contingencies in the lease. She thinks it should stay in the control of Brady and our citizens and our youth. Jeff Bedwell asked what does the city want? A cash lump sum payment? Income? Council Member Elliston said they want something that's beneficial to the community. Jeff said it sounds like we have some possibilities for a lease if that's what the council wants to do, but we need it to benefit this community. The next step would be to look at proposed lease options. Lauren Bedwell said she hopes council has an idea of the zoning and standards. You're next to a residential area. There should be a zoning standard for that. She wants to see more positive reinforcement and opportunity for these kids. Mike Probst said the proposal says if they don't do what they say, the city gets it back. Council Member Elliston said she has an issue with the proposed RV parks being in competition with our RV parks. Jason said their RV spaces will only be for people who are attending their events. It will not be open to people just passing through. Council Member Gomez thanked citizens for coming. He said the G. Rollie White facility was a big focus for him when he got on council. They worked on getting the charter changed so they could do the long-term lease. He would rather keep it locally so somebody can't come in and buy it. He has seen all the different things that everyone has had. He envisioned something like the Spur rodeo in San Angelo. Angie Turner said think about what kind of people it will draw to this town. If it's for youth you will have moms and dads and kids. There have been businesses built in this town that the draw they bring is not good. Jason said they have gone to all these facilities. He wouldn't be afraid to turn his kids loose with any of those parents that come in. It's good family fun. That's what you want in your communities. Jeff Bedwell said if you lease it, it needs a substantial amount of cleanup. There is a motorhome out there. There is a lot of equipment out there. The City has been using it as a dumping ground for a long time and asked if they are going to make a commitment to clean it up.

Council Member Moreno said the council has done a good job trying to clean up. We're trying to get rid of the red tape. Other cities have made it easier for businesses to come in, but it is a process.

Mayor Groves said we will have some discussion in Executive Session and hopefully come out of that with more guidance. We're looking for you tell us what it is you want to do, and we will pick the one that we think does the most for the city, not in terms of revenue but where we go in the future, what's going to hold Brady together as we proceed.

Council Member Moreno asked if Heather Myles' people are working on their 501c3. They said they are.

4. ADJOURNMENT

There being no further business, Mayor Groves adjourned the meeting at 5:57 p.m.

Anthony Groves, Mayor

Attest: _____
Tina Keys, City Secretary

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The City Council of the City of Brady, Texas met in a Regular Meeting on Tuesday, January 7, 2025 at 6:00 p.m. with Mayor Anthony Groves presiding. Council Members present were Missi Elliston, Jeffrey Sutton, Gabe Moreno and Felix Gomez. City staff present were Interim City Manager Barbara Holly, Public Works Director Steven Miller, Finance Director Lisa McElrath, Police Chief Randy Batten, Golf Superintendent, R. S. Bush, and City Secretary Tina Keys. Also in attendance were Charles Bush, Joan Heinz, Judy Hanks, Micah Trull and Lauren Bedwell.

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

Mayor Groves called the meeting to order at 6:06 p.m. Council quorum was certified.

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Groves gave the invocation, and the Pledge of Allegiance was recited

3. PUBLIC COMMENTS

There were no public comments

4. CONSENT AGENDA

- A. Approval of Minutes for Regular Session on December 17, 2024.

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

5. PRESENTATIONS:

There were no presentations

6. PUBLIC HEARINGS AND INDIVIDUAL CONCERNS ON PUBLIC HEARING

There were no public hearings

7. INDIVIDUAL CONCERNS

- A. Discussion, consideration and possible action regarding the first reading of Ordinance 1391 of the City of Brady, Texas to amend the FY2025 Budget for Municipal Purposes. Lisa McElrath presented. Council Member Moreno said we already approved funds to drill the water well at the golf course. Lisa said she didn’t believe that was done in the last budget cycle, but she would check. Lisa said we are short on our water utility account because we had talked about drilling the golf course well, so we didn’t budget water for the golf course. Council Member Elliston asked if we have to pass this Ordinance right now. Lisa said she believes we do need to. Council Member Moreno moved to approve the first reading of Ordinance 1391. Seconded by Council Member Elliston. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.
- B. Discussion, consideration and possible action regarding G. Rollie White facility. Item will be discussed in Executive and take action, if any, afterwards.

8. STAFF REPORTS**A. Upcoming Special Events/Meetings:**

Jan 14	Special City Council Meeting, 5:30
Jan 20	Martin Luther King, Jr. Holiday, City Office Closed, Altered Trash Schedule <i>Monday route picked up on Tuesday (1/21/25), Tuesday route picked up on Wednesday(1/22/25)</i>
Jan 21	Comprehensive Plan Zoom Meeting, 4:15 p.m.
Jan 21	Regular City Council Meeting, 6:00 p.m.
Jan 28	Special City Council Meeting, 5:30
Feb. 4	Regular City Council Meeting, 6:00 p.m.
Feb. 17	President's Day Holiday, City Offices Closed, Altered Trash Schedule <i>Monday route picked up on Tuesday (2/18/25), Tuesday route picked up on Wednesday (2/19/25)</i>
Feb. 18	Regular City Council Meeting, 6:00 p.m.

9. ANNOUNCEMENTS

EXISTING PARKS SURVEY
DEADLINE JANUARY 17, 2025
PLEASE PARTICIPATE AND SHARE....
<https://www.surveymonkey.com/r/BradyS3>

Council Member Moreno thanked City staff and council for sending flowers for his mother's funeral.

10. EXECUTIVE SESSION

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

- Pursuant to Section 551.071 (Consultation with Attorney), the City Council will consult with the City Attorney about pending or contemplated litigation or on a matter in which the duty of the attorney to the City under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act:
- Pursuant to Section 551.074 (Personnel Matters) City Council will meet to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: City Manager / Acting City Manager
- Pursuant to Section 551.072 (Deliberations about Real Property), the City Council will deliberate the purchase, exchange, lease, or value of real properties of the City as the deliberation in an open meeting will have the detrimental effect on the position of the City in negotiations with a third person: Police Station / Fire Station / G. Rollie White

Regular Session was recessed at 6:32 p.m. Executive Session opened at 6:46 p.m. and closed at 7:40 p.m.
Regular Session resumed at 7:40 p.m.

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

Council Member Moreno moved to lease G. Rollie White property as opposed to selling property. Seconded by Council Member Gomez. All council members voted "aye" and none "nay". Motion passed with a 4 – 0 vote.

12. ADJOURNMENT

There being no further business, Mayor Groves adjourned the meeting at 7:44 p.m.

Anthony Groves, Mayor

Attest: _____
Tina Keys, City Secretary

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The City Council of the City of Brady, Texas met in a Work Session Meeting on Tuesday, January 14, 2025 at 5:30 p.m. with Mayor Anthony Groves presiding. Council Members present were Missi Elliston, Terry Phillips, and Gabe Moreno. City staff present was Interim City Manager Barbara Holly, Police Chief Randy Batten, and City Secretary Tina Keys.

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

Mayor Groves called the meeting to order at 5:31p.m. Council quorum was certified.

City Council adjourned the Regular Session at 5:31 p.m. to go into Executive Session. Executive Session was opened at 5:31 p.m.

2. EXECUTIVE SESSION

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

- Pursuant to Section 551.071 (Consultation with Attorney), the City Council will consult with the City Attorney about pending or contemplated litigation or on a matter in which the duty of the attorney to the City under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act:
- Pursuant to Section 551.074 (Personnel Matters) City Council will meet to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: City Manager

Executive Session was closed at 6:27. Regular Session was opened at that time.

3. OPEN SESSION ON ANY ITEMS COMING OUT OF EXECUTIVE SESSION

Council Member Elliston moved to direct the Interim City Manager to continue to accept applications and notify people who are no longer under consideration and to set up interviews with Fred Ventresco, Stacey Norris, Ryan Polster, Maria Tidwell and James Stewart. Seconded by Council Member Phillips. All Council Members voted “aye” and none “nay”. Motion passed with a 3 – 0 vote.

4. ADJOURNMENT

There being no further business, Mayor Groves adjourned the meeting at 6:32 p.m.

Anthony Groves, Mayor

Attest: _____
Tina Keys, City Secretary



2023-2024 ANNUAL REPORT

2023-2024

SPENDING

Fiscal year: October- September	2023-2024	
Income	Estimate	Actual
Hotel/Motel Tax	\$204,250	
Expense		
Salaries	\$75,000	\$ 33,999.65
Insurance	\$6,000	\$ 1,000.40
Workers Comp	\$220	\$ 22.90
Payroll Taxes	\$7,500	\$ 5,327.83
Total Employee Expenditures	\$88,720	\$40,351
Rent	\$8,550	\$ 2,472.00
Utilities	\$2,250	\$ 1,028.44
Equipment	\$5,000	\$ 5,158.65
Legal	\$4,500	\$ 656.88
Office Supplies	\$3,600	\$ 682.53
Postage	\$750	\$ 874.13
School	\$6,000	\$ 4,983.99
Service Contracts	\$400	\$ 33.34
Phone/Internet	\$900	\$ 1,650.00
Travel	\$2,500	\$ 955.92
Subscriptions	\$2,000	\$ 1,306.65
Contract Labor	\$0	\$ 823.33
Total Operating Expenditures	\$36,450	\$ 20,625.86
Visit Brady AJR Advertising	\$12,550	\$ 15,352.00
Visit Brady Social Media Advertising	\$1,500	\$ 95.14
Visit Brady Digital Marketing	\$2,000	\$ 2,400.00
Visit Brady Promotional Items	\$1,000	\$ 537.97
Visit Brady Print Advertising	\$1,000	\$ 2,043.58
Grant Program	\$25,000	\$ 20,000.00
Event Development & VB Sponsorships	\$4,500	\$ 2,500.00
Marketing Collateral	\$2,000	\$ -
Community Event Promotion	\$1,000	\$ -
Total Community Promotion	\$50,550	\$ 42,928.69
Special Events		
AJR Advertising	\$2,000	\$ 2,547.00
Social Media Marketing	\$500	\$ 628.29
Radio Advertising	\$500	\$ 875.00
Marketing Collateral	\$300	\$ 400.00
Band/Stage	\$23,630	\$ 33,544.89
Special Event Insurance	\$1,600	\$ 1,969.00
Total Special Events	\$28,530	\$ 39,964.18
Total	\$204,250	\$143,869.73
	\$175,339.10	



3,000 Visitor Guides are sent
out to all visitor/chamber
centers

VISIT BRADY TOUR TEXAS

TOUR TEXAS	2022	2023	2024
Postal Requests	1,051	816	675
Video Views	0	1,418	6,509
Visitor Guide	1,079	842	712
Page Views	22,611	23,888	26,051
Total Actions Taken	24,861	26,855	39,927
Economic Impact	\$51,792	\$40,416	\$34,176

Tour Texas - Online

From November 2023- August 2024

E-Newsletters - 100,000 plus Tour Texas Subscribers

Exclusive banners - 25,000 impressions a month

Visit Brady.com Page

Wix Impressions - 212,505

Top Searches

Goat Cook Off - 10,000+

Sanctuary in the Heart - 2,500+

Smoke on the Hill - 300

Places to Eat - 20,000+

Places to Stay - 20,000+

HOTEL REVENUE

	2022	2023	2024
Total Revenue	227,055.53	225,321.64	TBD

H.O.T. FUNDS

HOT Funds Budget	2022	2023	2024
Brady Golf Course	\$5,000	0.00	0.00
Palace Theater	\$6,000	0.00	0.00
RFD Tv	0.00	\$5,000	0.00
HOT Country Music Fest	\$10,000	\$10,000	\$15,000
BYSF - Baseball	\$0.00	\$5,000	\$0.00



SPONSORSHIP

Organization	2022	2023	2024
Haven	0.00	\$1,000	\$1,000
Child Welfare	0.00	0.00	\$250
KNEL	0.00	\$800	\$800
Brady Golf Association	0.00	0.00	\$250
Brady ISD	0.00	0.00	\$200
Mud volleyball	0.00	0.00	\$500
Ol' Hound Dawgs	0.00	0.00	\$1,000

GOAT COOK OFF

Advertisement

Hill Country Happenings

Magazine # - 6,000

Locations - 6 counties

Kerrville, Fredericksburg, Harper,
Junction, Bandera, Cener Point

Travel Host - Online

Magazine # - 15,000

Locations - 270 locations, 100
counties



KOXE Radio Station

Listeners - 250,000

Location 13 counties

KNEL Radio Station

Listeners - 95,000

Page Views 238,000

Visitors for Saturday August 31, 2024 - 6.7k

Top Places

1. Walmart - 88.7%

2. McDonald's - 72.9%

3. Sonic Drive In - 72.7%

Placer Ai

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

AGENDA DATE:	1-21-25	AGENDA ITEM	5.
AGENDA SUBJECT:	First Quarter Financial Report – FY 25		
PREPARED BY:	Lisa McElrath	Date Submitted:	1-16-25
EXHIBITS:	Financial Report as of December 31, 2024 Fund Balance and Cash Reconcilement Reconciled Cash and Utility Billing Summary Sales Tax Chart by Fiscal Year Utility Customer Service Reports		
BUDGETARY IMPACT:	Required Expenditure:		\$00.00
	Amount Budgeted:		\$00.00
	Appropriation Required:		\$00.00
CITY MANAGER APPROVAL:			

SUMMARY:

Financial Reports for first quarter-end (25%) of FY 25 have been emailed to you for review and placed on the website for public view.

City Sales Tax collections through December 31, 2024, total \$302,095.05, and are in line at 27.5% of budget projections, with total collections being \$13,537 more compared to total collections at first fiscal quarter-end last year.

Current Property tax collections as of December 31st total \$79,926.64 and are at 9% of budget projections. However, as of this report date, current tax collections received total \$397,540.36 and are tracking favorably at 44% of budget goals.

Revenues and Expenditures for the city's core funds are on tracking favorably for Q1.

RECOMMENDED ACTION:

This item is for discussion purposes only.

CITY OF BRADY
MONTHLY FINANCIAL REPORT
AS OF: DECEMBER 31ST, 2024

25.00% OF FISCAL YEAR

	CURRENT BUDGET	YEAR TO DATE ACTUAL	% TO DATE	YEAR TO DATE PRIOR YEAR
BEGINNING FUND BALANCE & NET WORKING CAPITAL	26,311,062.36	26,311,062.36		27,354,258.02
<u>REVENUES</u>				
10 -GENERAL FUND	9,209,420.00	2,342,541.80	25.44	2,163,409.95
11 -GEN CONSTRUCTION FUND	2,420,000.00	2,420,000.00	100.00	0.00
20 -ELECTRIC FUND	8,269,500.00	2,162,677.84	26.15	2,121,762.81
30 -WATER / SEWER FUND	4,189,100.00	1,095,155.26	26.14	1,102,577.55
33 -WATER CONSTRUCTION FU	3,327,500.00	2,300,035.55	69.12	5,127.31
35 -WWTP CONSTRUCTION FUN	465,860.00	16,883.52	3.62	4,236.44
40 -GAS FUND	1,163,000.00	147,657.09	12.70	221,339.93
50 -UTILITY SUPPORT FUND	633,900.00	168,545.34	26.59	188,590.92
60 -SOLID WASTE FUND	1,736,000.00	400,471.76	23.07	373,986.27
61 -STREET SANITATION FUN	74,000.00	18,571.26	25.10	18,877.20
71 -EMPLOYEE BENEFITS TRU	1,026,000.00	246,270.97	24.00	233,677.95
80 -SPECIAL REVENUE FUND	1,760,600.00	116,075.04	6.59	113,482.82
81 -CEMETERY FUND	53,500.00	5,472.02	10.23	3,959.99
82 -HOTEL/MOTEL FUND	215,000.00	7,902.93	3.68	136.04
83 -SPECIAL PURPOSE FUND	6,000.00	1,392.86	23.21	1,968.18
TOTAL REVENUES	34,549,380.00	11,449,653.24	33.14	6,553,133.36
<u>EXPENDITURES</u>				
10 -GENERAL FUND	12,253,909.00	4,377,599.36	35.72	2,196,133.77
11 -GEN CONSTRUCTION FUND	261,955.00	0.00	0.00	3,450.00
20 -ELECTRIC FUND	8,916,112.00	1,908,106.65	21.40	1,935,328.75
30 -WATER / SEWER FUND	5,485,090.00	720,664.38	13.14	1,272,382.84
33 -WATER CONSTRUCTION FU	5,187,014.00	264,689.00	5.10	245,583.95
35 -WWTP CONSTRUCTION FUN	2,121,490.00	185,197.41	8.73	935,287.57
40 -GAS FUND	1,240,970.00	216,988.07	17.49	312,424.28
50 -UTILITY SUPPORT FUND	711,196.00	225,193.31	31.66	211,238.09
60 -SOLID WASTE FUND	1,982,348.00	370,584.74	18.69	530,447.22
61 -STREET SANITATION FUN	90,868.00	18,147.11	19.97	23,114.59
71 -EMPLOYEE BENEFITS TRU	1,025,000.00	246,017.46	24.00	233,498.79
80 -SPECIAL REVENUE FUND	2,006,347.00	139,471.59	6.95	141,045.02
81 -CEMETERY FUND	58,878.00	14,871.68	25.26	11,977.22
82 -HOTEL/MOTEL FUND	229,250.00	500.00	0.22	2,800.00
83 -SPECIAL PURPOSE FUND	23,500.00	3,500.00	14.89	3,500.00
TOTAL EXPENDITURES	41,593,927.00	8,691,530.76	20.90	8,058,212.09
REVENUES OVER/(UNDER) EXPENDITURES	(7,044,547.00)	2,758,122.48		(1,505,078.73)
ENDING FUND BALANCE & NET WORKING CAPITAL	19,266,515.36	29,069,184.84		25,849,179.29

FUND BALANCE AND CASH RECONCILEMENT
As of: December 31, 2024

			<u>Total Cash</u>	<u>Interest Earned</u>
COMMERCIAL NATIONAL BANK				
Operating Account	#1053355	\$	23,787,261.44	
Airport Fuel Payment Account	#1053442	\$	80,468.62	
DW Construction	#1053500	\$	(570.43)	
CW Construction	#1053513	\$	30,405.17	
Sinking Fund 2000 - WTP	#1053368	\$	145,425.71	
Sinking Fund 2012 - WWTP	#1053384	\$	-	
Sinking Fund 2013 - DW	#1053397	\$	-	
Sinking Fund 2019 - DW	#1053426	\$	125,936.31	
Sinking Fund 2019 A - CW	#1053413	\$	113,479.01	
Sinking Fund 2019 B - CW	#1053400	\$	24,987.34	
Sinking Fund 2021 - CW	#1055797	\$	25,500.45	
Sinking Fund 2024 - DW	#1068642	\$	188,917.87	
Drug Seizure FDS	#1053455	\$	4,644.43	
Police Educational	#1053468	\$	2,004.25	
Court Security	#1053471	\$	13,173.47	
Court Technology	#1053484	\$	9,267.42	
Community Development Block	#1053497	\$	-	
Employee's Benefit Trust	#1063797	\$	1,311.30	
Cash on Hand		\$	1,880.00	
Bank Balances - Interest rate 4.49%	Subtotal	\$	<u>24,554,092.36</u>	279,077.64
UMB Escrow Acctount - DW CO 2019		\$	1,680,444.15	16,179.49
BOKF Escrow Account - DW LF 2019		\$	104,524.86	1,201.24
BOKF Escrow Account - DW EDAP 2019		\$	290,703.53	3,349.18
UMB Escrow Acctount - DW EDAP 2024		\$	1,586,819.33	9,819.33
UMB Escrow Acctount - DW CO 2024		\$	644,190.31	3,986.31
UMB Escrow Account - CW CO 2019A		\$	1,206,139.52	11,362.80
UMB Escrow Account - CW CO 2019B			397,420.19	3,452.34
BOKF Escrow Account - CW LF 2019		\$	115,715.50	2,068.38
BOKF Escrow Account - CW CO 2021		\$	-	-
	Subtotal	\$	<u>6,025,957.39</u>	
TOTAL CASH BALANCES RECONCILED			30,580,049.75	
12/31/24 GENERAL LEDGER				
Total Current Non-Cash Assets - All Funds			1,008,144.70	
(Total Current Liabilities - All Funds)			(2,519,009.61)	
<u>Total Fund Balance / Net Working Capital</u>			<u>29,069,184.84</u>	

City of Brady Deposits at CNB

Interest Rate FY '25

	Rate	Earnings
October-24	4.77%	\$95,026.02
November-24	4.69%	\$91,314.58
December-24	4.49%	\$92,737.04
	TOTAL	<u>\$279,077.64</u>

RECONCILED OPERATING CASH / TOTAL UTILITY BILLINGS

Fiscal Year 24-25

MONTH	OPERATING CASH	ELECTRIC		SEWER	WATER	FUEL	GAS DISTRIBUTION	SOLID WASTE	TOTAL BILLINGS
		PCRF	DISTRIBUTION						
October 2024	22,899,292.10	328,146.71	357,544.53	103,494.47	238,315.48	3,952.37	31,687.56	103,847.67	1,166,988.79
November 2024	23,415,960.98	274,633.64	301,658.42	108,107.94	254,169.24	11,209.48	32,545.78	104,117.24	1,086,441.74
December 2024	23,787,261.44	249,395.52	244,252.11	103,381.69	206,836.29	14,074.31	42,252.05	104,459.47	964,651.44
January 2025									0.00
February 2025									0.00
March 2025									0.00
April 2025									0.00
May 2025									0.00
June 2025									0.00
July 2025									0.00
August 2025									0.00
September 2025									0.00
		852,175.87	903,455.06	314,984.10	699,321.01	29,236.16	106,485.39	312,424.38	3,218,081.97

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](#)

Brady

**Change Fiscal Year
End**

09/30/2026

Submit

Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2025	\$117,022	\$125,478	\$125,530	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$368,030
2024	\$118,274	\$116,627	\$117,448	\$122,243	\$126,783	\$97,786	\$117,938	\$116,212	\$112,255	\$119,476	\$117,891	\$117,678	\$1,400,609
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

TO: MAYOR AND COUNCIL

FROM: FINANCE / UTILITY DEPARTMENTS

SUBJECT: MONTHLY CUSTOMER SERVICE REPORT

DATE: December 31, 2024

[illegible]

SERVICE ORDER REPORT FY 24-25

[illegible]

Added New Code

[illegible]

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

AGENDA DATE:	1-21-25	AGENDA ITEM	7.A.
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding the second and final reading of Ordinance 1391 of the City of Brady, Texas, to amend the FY2025 Budget for municipal purposes.		
PREPARED BY:	Lisa McElrath	Date Submitted:	1-8-25
EXHIBITS:	Ordinance 1391 ** Exhibit A – Amendment Summary Fund Balance Compliance Report Funding Determination Letter from the Texas Water Development Board		
BUDGETARY IMPACT:	Required Expenditure:	\$.00	
	Amount Budgeted:	**	
	Appropriation Required:	**	
CITY MANAGER APPROVAL:			

SUMMARY:

Staff is requesting a budget amendment due to events that have materialized subsequent to the FY 25 Budget formal approval in September.

GENERAL FUND

REVENUES: Decreasing by net \$53,944. The RAC donated a Lucas compression system to the EMS division; therefore, council approved the purchase of an upgraded monitor at the last meeting. Both the Lucas and monitor were scheduled to be financed, but there is no need to do so at this time.

EXPENDITURES: Increasing by \$160,739. Utility expense for the Golf Course was underbudgeted since the plan to drill a well has now been delayed in pursuit of grant funding. Insufficient funding was allocated for debt service requirements in the Fire division due to a typo-error during budget development. A small increase to the EMS capital budget will acknowledge the approval of the upgraded monitor. Debt service funding for the Lucas and monitor is no longer required.

ELECTRIC FUND

REVENUES: Increasing by \$336,350. The sale of the South Substation was complete on 12-30-24.

WATER / SEWER FUND

EXPENDITURES: Increasing by \$475,000. The City has the opportunity to utilize TWDB funds from the Rural Water Assistance Fund (RWAF) to address undersized water mains and drill a water well to serve the Golf course. The City is eligible for a 90% grant on the previously stated project valued at \$4,701,000. This program does not require the City to take a loan with the TWDB should we be awarded the grant. We can contribute cash for the \$475,000 that would be the City's cost share or take a loan from excess funds available.

The TWDB is requesting that we state whether or not the City would like to pay cash or take a loan for our contribution in the application that was recently submitted. Staff is requesting that Council approve this project as a budget commitment and confirm that the City will pay cash for the cost share.

DW CONSTRUCTION FUND

REVENUES: Increasing by \$4,701,000. Represents possible grant award and city cash funding from the Water Fund for a Drinking Water construction project

EXPENDITURES: Increasing by \$4,701,000. Represents the RWAF project cost with grant and city funds.

RECOMMENDED ACTION:

Mayor will ask: “Madam City Secretary please read the Ordinance Preamble for the record in accordance with the City Charter.” (City Secretary reads preamble)

Mayor calls for a Motion: Do I have a Motion to approve the second and final reading of **Ordinance 1391** with Exhibit A attached?

ORDINANCE NO. 1391

**AN ORDINANCE OF THE CITY OF BRADY, TEXAS AMENDING THE FISCAL
YEAR 2024-2025 BUDGET FOR MUNICIPAL PURPOSES:**

An ordinance amending the 2024-2025 Fiscal Year Budget as follows for municipal purposes:

As detailed by Fund and Division in Exhibit A, attached.

WHEREAS: The City of Brady City Council desires to fund improvements to the City's water system and acknowledge the requirement for certain General service costs; and

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

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

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
BRADY TEXAS** that the FY 2024-2025 budget be amended accordingly.

APPROVED UPON FIRST READING THIS THE 7th DAY OF JANUARY 2025

**APPROVED AND PASSED UPON SECOND READING THIS THE 21st DAY OF JANUARY
2025.**

Anthony Groves, Mayor

ATTEST: _____
Tina Keys, City Secretary

CITY OF BRADY
Ordinance 1391 - EXHIBIT A
Budget - FY 25 Amendment Summary
1-7-2025 First reading

REVENUES

EXPENDITURES

<u>REQUEST</u>	<u>AMOUNT</u> INC/(DEC)	<u>BUDGET NUMBER</u>	<u>BUDGET DESCRIPTION</u>	<u>AMENDED</u> <u>BUDGET</u>
GENERAL FUND -10				
No longer need to finance the Lucas or Monitor systems	\$ (74,000)	10-4-29-690.00	Loan proceeds	\$ -
RAC donation - Lucas system	\$ 20,056	10-4-29-815.03	RAC Grant Program	\$ 20,056
	<u>\$ (53,944)</u>			
Under budgeted for water expense on the course	\$ 120,000	10-5-05-202.00	Utilities	\$ 130,000
Correct typo error with budget report	\$ 52,200	10-5-07-398.01	Principal Debt Requirements	\$ 58,000
No longer need to finance a Lucas or Monitor systems	\$ (13,000)	10-5-29-398.01	Principal Debt Requirements	\$ 47,000
Council approval for a more expensive Monitor 12-17-24	\$ 1,539	10-5-29-402.00	Capital Outlay - Veh & Equip	\$ 75,539
	<u>\$ 160,739</u>			
Draw down on Fund Balance	<u>\$ 214,683</u>			
ELECTRIC FUND - 20				
Recognize the sale of the South Substation	\$ 336,350	20-4-22-899.00	Sale of Fixed Assets	\$ 336,350
Add to Fund Balance	<u>\$ 336,350</u>			
WATER / SEWER FUND - 30				
Funding for the RWAf project with excess Fund Balance	\$ 475,000	30-5-31-910.33	Transfer-out to Fund 33	\$ 1,537,000
Draw down on Fund Balance	<u>\$ 475,000</u>			
DW CONSTRUCTION FUND - 33				
TWDB Grant - RWAf	\$ 4,226,000	33-4-33-690.00	TWDB DW - RWAf G 2025	\$ 4,226,000
Funding for the RWAf project	\$ 475,000	33-4-33-910.30	Transfer-in from Fund 30	\$ 1,537,000
	<u>\$ 4,701,000</u>			
RWAf project - supported by Grant funds	\$ 4,226,000	33-5-33-290.00	TWDB DW - RWAf GT 2025	\$ 4,226,000
RWAf project - supported by City funds	\$ 475,000	33-5-33-290.01	TWDB DW - RWAf 2025	\$ 475,000
	<u>\$ 4,701,000</u>			

FY 25 PROJECTED ENDING FUND BALANCE ADEQUACY

TOTAL REVENUES	TOTAL EXPENSES	FUND BALANCE
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GENERAL FUND - 10

BEGINNING FUND BALANCE 10-1-24 unaudited			\$6,703,111
FY 25 Current Budget	\$9,209,420	\$12,253,909	(\$3,044,489)
ENDING FUND BALANCE - 9-30-25			\$3,658,622
Restricted -ESTIMATE for airport fuel inventory			(\$52,481)
ENDING FUND BALANCE - Unrestricted 9-30-25			\$3,606,141
Number of days to operating expenditures			122
Excess funds available			\$947,095

Current budgeted expenditures FY 25	\$12,253,909	
Less capital expenditures	(\$1,470,000)	
Net Operating Expenditures	\$10,783,909	
Minimum level Fund Balance required	\$2,659,046	90 days

ELECTRIC FUND - 20

BEGINNING FUND BALANCE 10-1-24 unaudited			\$4,642,876
FY 25 Current Budget	\$8,269,500	\$8,916,112	(\$646,612)
ENDING FUND BALANCE - Unrestricted 9-30-25			\$3,996,264
Number of days to operating expenditures			170
Excess funds available			\$464,087

Current budgeted expenditures FY 25	\$8,916,112	
Less capital expenditures	(\$321,149)	
Operating Expenditures	\$8,594,963	
Minimum level Fund Balance required	\$3,532,177	150 days

WATER / SEWER FUND - 30

BEGINNING FUND BALANCE 10-1-24 unaudited			\$6,020,610
FY 25 Current Budget	\$4,189,100	\$5,485,090	(\$1,295,990)
ENDING FUND BALANCE			\$4,724,620
Restricted -ESTIMATE for debt service and TWDB commitment			(\$409,944)
ENDING FUND BALANCE - Unrestricted 9-30-25			\$4,314,676
Number of days to operating expenditures			374
Excess funds available			\$2,237,698

Current budgeted expenditures FY 25	\$5,485,090	
Less capital expenditures	(\$1,273,440)	
Operating Expenditures	\$4,211,650	
Minimum level Fund Balance required	\$2,076,978	180 days

GAS FUND - 40

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FY 25 PROJECTED ENDING FUND BALANCE ADEQUACY		TOTAL REVENUES	TOTAL EXPENSES	FUND BALANCE
BEGINNING FUND BALANCE 10-1-24 unaudited				\$574,443
FY 25 Current Budget		\$1,163,000	\$1,240,970	(\$77,970)
ENDING FUND BALANCE - Unrestricted 9-30-25				\$496,473
Number of days to operating expenditures				151
Excess funds available				\$100,976

Current budgeted expenditures FY 25	\$1,240,970	
Less capital expenditures	(\$38,000)	
Operating Expenditures	\$1,202,970	
Minimum level Fund Balance required	\$395,497	120 days

UTILITY SUPPORT FUND -50

BEGINNING FUND BALANCE 10-1-24 unaudited			\$320,770
FY 25 Current Budget	\$633,900	\$711,196	(\$77,296)
ENDING FUND BALANCE - Unrestricted 9-30-25			\$243,474
Number of days to operating expenditures			125
Excess funds available			\$68,111

Current budgeted expenditures FY 25	\$711,196	
Less capital expenditures	\$0	
Operating Expenditures	\$711,196	
Minimum level Fund Balance required	\$175,363	90 days

SOLID WASTE FUND - 60

BEGINNING FUND BALANCE 10-1-24 unaudited			\$985,220
FY 25 Current Budget	\$1,736,000	\$1,982,348	(\$246,348)
ENDING FUND BALANCE - Unrestricted 9-30-25			\$738,872
Number of days to operating expenditures			156
Excess funds available			\$311,718

Current budgeted expenditures FY 25	\$1,982,348	
Less capital expenditures	(\$250,000)	
Operating Expenditures	\$1,732,348	
Minimum level Fund Balance required	\$427,154	90 days



P.O. Box 13231, 1700 N. Congress Ave.
Austin, TX 78711-3231, www.twdb.texas.gov
Phone (512) 463-7847, Fax (512) 475-2053

Official Electronic Mail sent via email. No hard copy to follow.

December 12, 2024

Ms. Erin Corbell
City Manager
City of Brady
P.O. Box 351
Brady, TX 76825-0351
ecorbell@bradytx.us

Re: **Funding Determination Letter – Rural Water Assistance Fund –
Texas Water Fund – Water Loss Mitigation**

Dear Ms. Corbell:

The Texas Water Development Board (TWDB) received your application for financial assistance for the project detailed below.

Entity	City of Brady
Program	Rural Water Assistance Fund (RWAFF)
Project Description	Brady 2024 Water System Improvements
Project Number	21852
PIF Number	16452

This project is eligible for funding from the Texas Water Fund through the Rural Water Assistance Fund in the amount shown below:

Percentage of Project Cost Eligible for Grant	90%
Grant Amount	\$4,226,000.00
Total Eligible Project Amount	\$4,701,000.00

The application is currently under technical review by TWDB staff. **Until the project receives a funding commitment from the TWDB, the budgeted amounts in the application are subject to change.**

Our Mission	Board Members
Leading the state's efforts in ensuring a secure water future for Texas	Brooke T. Paup, Chairwoman L'Oreal Stepney, P.E., Board Member Tonya R. Miller, Board Member Bryan McMath, Executive Administrator

Ms. Erin Corbell
December 12, 2024
Page 2

If you have any questions regarding this funding determination, please contact Trae Tillis, Manager, State Program Administration at (512) 475-1736 or Trae.Tillis@twdb.texas.gov.

The TWDB appreciates your interest in the RWAF program and looks forward to working with you to complete this project.

Sincerely,

Marvin Cole-Chaney

Marvin Cole-Chaney
Director, Program Administration and Reporting
Water Supply and Infrastructure

cc: Mr. Keith P. Kindle, P.E.; Enprotec/Hibbs & Todd; keith.kindle@e-ht.com
Dain Larsen, Assistant Director, RWPD
RWPD-Team 1
RWPD-Applications
WSI-RWPD-FA@twdb.texas.gov

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	01/21/2025	AGENDA ITEM	7.B.
AGENDA SUBJECT:	Discussion, consideration and possible action approving variance to setbacks for property located at 2026 S. Bridge Street, Stanburn Subdivision, Block 7, Lots 22-24.		
PREPARED BY:	T. Keys	Date Submitted:	01/02/2025
EXHIBITS:	Zoning application Property map		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			

SUMMARY:	<p>On December 27, 2024, Joseph Bucholz, Jr. contractor for Frontera Healthcare, applied for a variance on a building set back rule, creating a 10.9' setback deviating from the current 25 foot setback currently allowed on a commercial property. Adhering to the current 25-foot setback would push the addition into the rear setback.</p> <p>Staff has been unable to convene a meeting of the Zoning Board of Adjustments, and is thus referring the matter to City Council.</p> <p>Section 9.6 of the City of Brady's Zoning Ordinance outlines the city's authority to grant a variance.</p>
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RECOMMENDED ACTION:	As desired by City Council.
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BRADY
THE CITY OF
TEXAS

CITY OF BRADY

P.O. Box 351
Brady, TX 7682-0351
325-597-2152 FAX 325-597-2068

VARIANCE REQUEST PERM

CITY OF BRADY
325-597-2152

REC#: 00813414 12/27/2024 10:17 AM
OPER: DG TERM: 031
REF#: 650

PERMIT #: 182287

DATE ISSUED:

JOB ADDRESS: 2026 S BRIDGE
PARCEL ID:
SUBDIVISION:

LOT #:
BLK #:
ZONING:

ISSUED TO: BUCHOLZ DESIGN CONSTRUCTION
ADDRESS: 1705 S HIGH ST
CITY, STATE ZIP: BRADY TX 76825-7021
PHONE:

CONTRACTOR: E
ADDRESS: 1
CITY, STATE ZIP: E
PHONE:

WORK DESC: VARIANCE REQUEST
VALUATION: \$ 0.00
SQ FT 0.00
OCCP TYPE:
CNST TYPE:

SETBACKS:
FRONT:
LEFT SIDE:
RIGHT SIDE:
REAR:

TRAN: 650.0000 PERMITS BLDG/ZONING
182287 200.0000
BUCHOLZ DESIGN CONSTRUCTION
2026 S BRIDGE
PZ-VAR 200.0000
TENDERED: 200.00 CHECK
APPLIED: 200.00
CHANGE: 0.00

FEE CODE	DESCRIPTION	AMOUNT
PZ010	ZONING VARIANCE	\$ 200.00
TOTAL		\$ 200.00

NOTES:

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

Joseph A. Bucholz Jr.
(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

12/27/24
DATE

Laura Alsep
(APPROVED BY)

12/23/2024
DATE

Brady Code Enforcement
Division
325-597-2152 ext. 1000 (phone)
325-597-2068 (fax)

City of Brady
Zoning Application

City of Brady
201 E. Main St.
P.O. Box 35
Brady, TX 7682

Owner: Frontera Healthcare Phone No.: 325.869.5500
Cell No.: _____ Email: mikkiah@fronterahn.org (Mikki Hand, Executive Dir.)
Address: 105 E. San Saba Ave., Menard, TX 76859

Owner Signature: _____

If the property owner is represented by an authorized agent, please complete the following:

Agent: Mustard Architects Phone No.: 830.997.7024
Cell No.: _____ Email: abray@mustardarchitectstx.com
Address: 209 S. Llano St., Suite B, Fredericksburg, TX 78624
Agent Signature: [Signature]

Existing Property Information:

Lot: 22,23,24 No. of Lots: 3 Block: 7 Subdivision: Standburn Addition
Address: 2026 S. Bridge St., Brady, TX 78625

Current Zoning District (Please note chart below): (C) Commercial District

(A) Agriculture (BLR) Brady Lake Recreational (SF-5) Single Family Residential (2F) Two Family Residential
(MF) Multi-Family Residential (MH) Manufactured Home District (C) Commercial District (O) Office District
(R) Retail District (CBD) Central Business District (I) Industrial District (PD) Planning Development District
(SUP) Specific Use Provision

Application Request:

☐ Zone Change ☐ Specific Use Provision

Use or Zoning Requested: Setback Variance Request

Reason for Request: Variance for setback due to existing building conditions and onsite restrictions.

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

Office Use Only:

- ☐ Complete Application
- ☐ \$200.00 Fee
- ☐ Proof of Ownership
- ☐ Surveyed Plat
- ☐ Comprehensive Site Plan (for PD or SUP)

Received by: _____
Filing Date: _____
P&Z Date: _____
1st City Council Date: _____
2nd City Council Date: _____



10.14.24

FLOOR PLANS

Drawn By	OSHA-B
Checked By	AEB
Approved By	AEB
Project No	2002
Signature Date	12/10/04

A-101

CON MUYTANO ARCHITECTS

FLOOR PLAN LEGEND

1. ALL PARTITION TYPES ARE INDICATED ON PLAN. REFER TO A-501 FOR PARTITION.

PLAN NOTES

- [illegible]

PLAN KEY NOTES

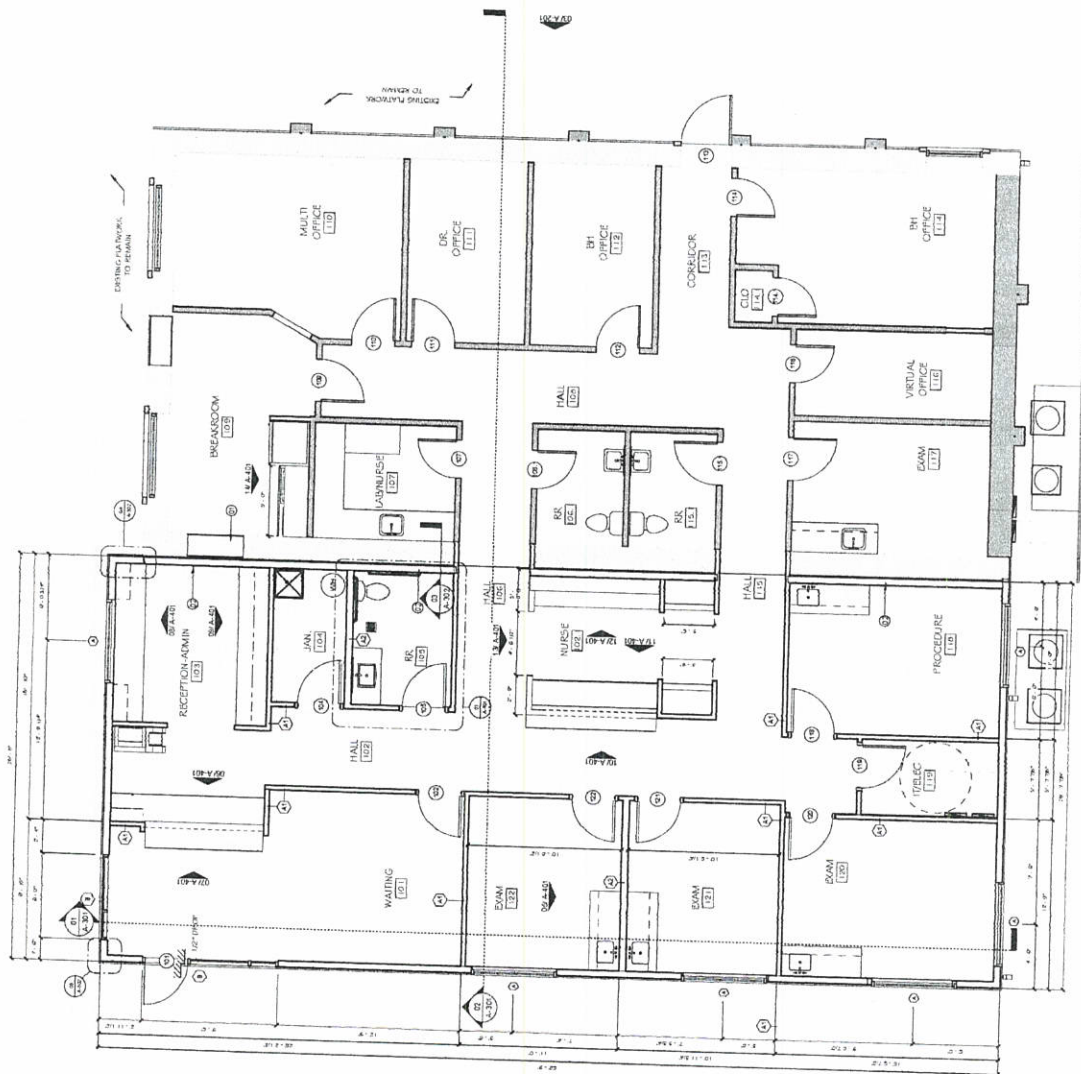
- ③ FULL WINDOW CAVITY UNTIL FLUSH WITH EXISTING WALL. ON WEATHER-RESISTIVE SIDING, PROVIDE FINISHES THAT MATCH EXISTING INTERIOR FINISH IN TEXTURE AND COLOR.

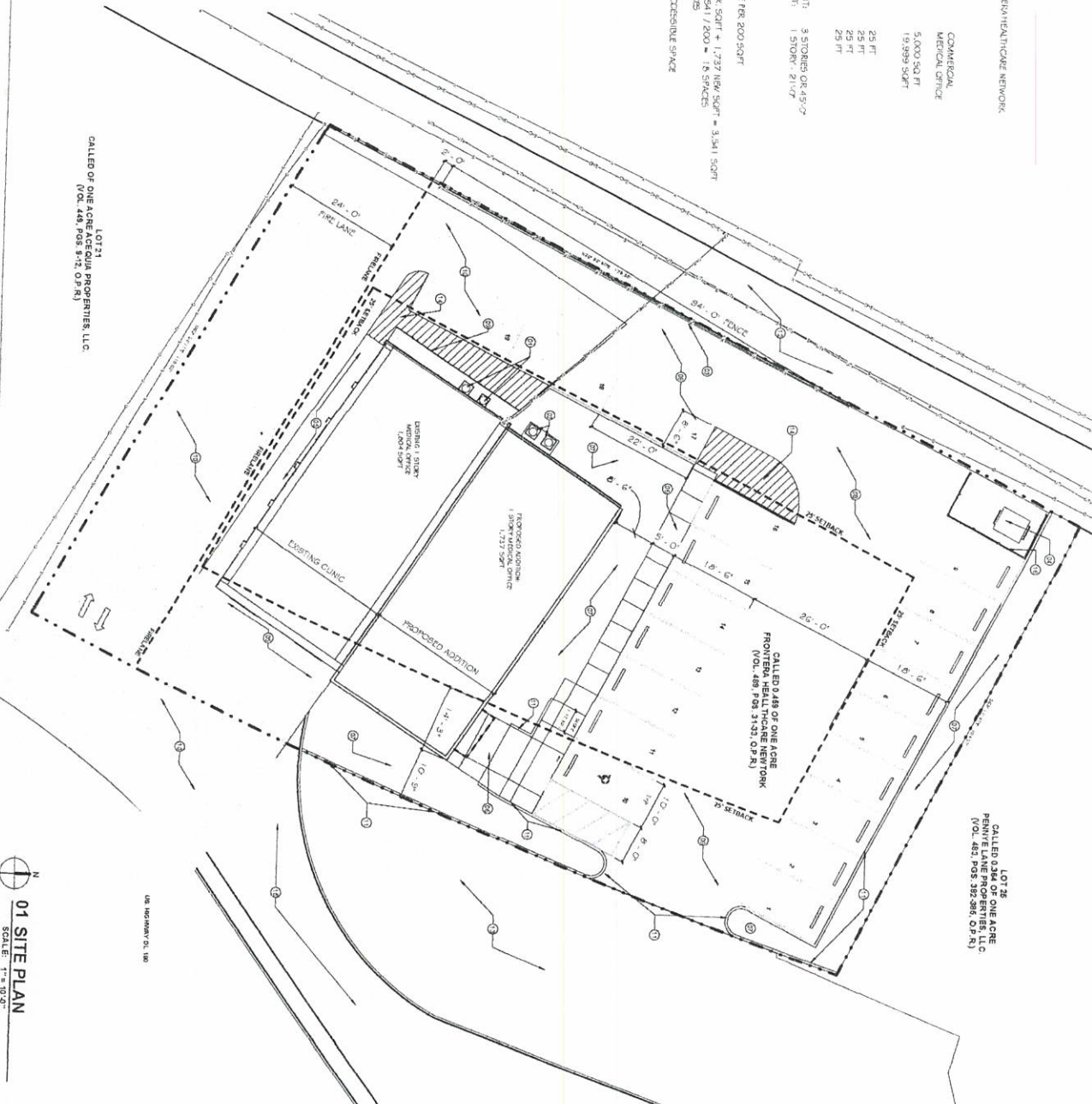
BUILDING DATA

CONDITIONED SPACE	1010 SF
CLINIC EXPANSION	1017 SF
EXISTING CLINIC	2055 SF
TOTAL CONDITIONED SPACE	4082 SF
GRAND TOTAL	4082 SF

01 FLOOR PLAN

SCALE: 1/4" = 1'-0"



[illegible]

FOUND WORTHLESS
 ELECTRIC METER
 WATER METER
 NEW EXTERIOR SITE
 LIGHTING FIXTURES
 *
 FREE LAB AND KITCHEN CUPBOARD
 PACKETS, KITCHEN TO FIT 2ND FLOOR

Checked By:	AEED
Approved By:	AEED
Project No:	2222
Original Issue Date:	12/6/24

2026 S. BRIDGE ST.
BRADY, TEXAS, 76825

A-001

McCulloch CAD



12/20/2024, 2:44:45 PM

Parcels

1:1,128
0 0.01 0.01 0.03 0.03 mi
0 0.01 0.01 0.03 0.05 km

Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Community Maps contributors, Map layer by Esri

This product is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the

McCulloch CAD

NOTIFICATION LIST
2026 S BRIDGE

	PARCEL	OWNER	OWNER ADDRESS	edited address
1	23763	LAURENCE M & NATALYA CURTIS	2011 S HIGH , BRADY TX 76825	
2	23764	SHERRY K FOWLER & DENNIS CRESPI	11712 HUGHES , ALBUQUERQUE NM 87112	
3	23765	GERTIE FAE NICHOLS	2409 COVEY LN , ALPINE TX 79830	
4	23766	GREGORY & TINA KING	1250 COUNTY ROAD 419 , ROCHELLE TX 76872-	
5	23768	ACEQUIA PROPERTIES LLC	11011 PORTSMOUTH DR , SPRINGBRANCH TX 78070	
	23770	NO INFORMATION		
6	23771	TERRY D & LINDA K PHILLIPS	4802 TIMBER LN , MIDLAND TX 79707	



NOTICE OF PUBLIC HEARING

Re: Request for a zoning variance to setbacks for property located in 2026 S Bridge St., Stanburn Subdivision, Block 7, Lot 22-24.

Dear Property Owner:

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

The Brady City Council will consider this request at a public hearing on Tuesday, January 21, 2025, at 6:00 P.M. The Council will meet at the Municipal Court Building located at 207 South Elm, Brady, Texas.

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

Additional information regarding the proposed variance is available for public review at the City Hall located at 201 E. Main Street, Brady, Texas during normal business hours. Should you have any questions, please contact City Secretary Tina Keys at 325.597.2152 ext. 1006. You may also respond via email to tkeys@bradytx.us but emails must be received two (2) hours prior to the meeting time of 6:00 P.M.

CITY OF BRADY

Please submit written comments to:

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

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Of Brady City Council will hold a Public Hearing on January 21, 2025 at 6:00 P.M. at the Municipal Court Building located at 207 South Elm St., Brady, Texas, for the purpose to receive comments from the public on request for a zoning variance for 2026 S Bridge.

Citizens may email public comments to lalsop@bradytx.us but emails must be received two (2) hours prior to the meeting time of 6:00 P.M. All other citizen participation may be provided in-person at the Municipal Court Building.

City Council
City of Brady, Texas
Agenda Action Form

AGENDA DATE:	01/21/2025	AGENDA ITEM	7.C
AGENDA SUBJECT:	Discussion, consideration, and possible action authorizing the mayor to sign a renewal Water Services Agreement with Lakeland Services, Inc.		
PREPARED BY:	Steven Miller	Date Submitted:	01/13/2025
EXHIBITS:	Water Services Agreement (renewal agreement)		
BUDGETARY IMPACT:	Required Expenditure:	0.00	
	Amount Budgeted:	0.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			

SUMMARY:
Lakeland Services, Inc. receives water supply from City of Brady for their small community located near Dodge Heights on FM3022 (Fife St.). Lakeland Services, Inc. is the authorized water purveyor of approximately 30-meter connections and is permitted by Texas Commission on Environmental Quality (TCEQ). City water supply is provided through a master meter owned by City of Brady, which is in vicinity of FM3022 roadway. This community has been a customer of the city for many years and this agreement is set up on a 5-year renewal basis.

RECOMMENDED ACTION:
Mayor: Do I have a motion to authorize the mayor to sign the renewal of the Water Services Agreement with Lakeland Services, Inc.?

WATER SERVICES AGREEMENT
BETWEEN
THE CITY OF BRADY AND
LAKELAND SERVICES, INC.

THIS WATER SERVICES AGREEMENT (this “Agreement”) is made and entered by and between THE CITY OF BRADY, MCCULLOCH COUNTY, TEXAS, a municipal corporation of the State of Texas (“City”) and LAKELAND SERVICES, INCORPORATED, a Texas, non-profit corporation (“Corporation”).

RECITALS

1. City owns and operates a municipal public water supply system to serve the needs of its customers (collectively, the “City System”).
2. The City and Corporation desire to enter into this Agreement pursuant to which City will agree to provide certain water services to the Corporation from the City System.
3. The Corporation operates water supply wells, a water storage tank and a water distribution system (the “Corporation’s System”) which will distribute the water treated pursuant to this Agreement to the area described in **Exhibit A** (the “Corporation’s Service Area”).
4. The Corporation’s Service Area is platted in compliance with sections 5.01 of the Charter.
5. The Corporation is responsible for supplying potable water to its customers within the Corporation’s Service Area and is desirous of obtaining potable water supply services (hereafter, “Water Services”) from City.
6. The Corporation has installed a potable water distribution system and related facilities (collectively, the “Corporation’s System”) to receive the potable water delivered by City to the Corporation under this Agreement and subsequently supply potable water service to the customers within the Corporation’s Service Area.

7. Subject to compliance with the provisions of this Agreement by all parties hereto, and to the extent indicated hereafter, the City System will be capable of providing Water Services to the Corporation and to the other customers of the City System, with all costs of the System (hereafter, the “Costs of the System”) to be recovered through applicable rates and charges of City to the customers of the System.
8. The Corporation and City now wish to execute this Agreement to evidence henceforth the agreement of City to provide Water Services to the Corporation under the conditions described in this Agreement.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and the Corporation agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions of Terms. As used in this Agreement, except as otherwise provided herein, the following terms have the meanings ascribed in this section.

“Agreement” means this agreement.

“City” means the City of Brady, McCulloch County, Texas.

“City Service Area” means that area described in **Exhibit B** hereto together with such other areas as may be added by City in the future.

“City System” means the public water system owned by City and described in Recital No. 1.

“Corporation” means Lakeland Services, Incorporated.

“Corporation’s Service Area” means that area described in **Exhibit A** hereto.

“Corporation’s System” means the Corporation’s water distribution and delivery system in the Corporation’s Service Area.

“Connection Fee” means the charge described in Article III of this Agreement.

“Costs of the System” means all costs of acquiring, constructing, developing, permitting, implementing, expanding, improving, enlarging, bettering, extending, replacing, repairing, maintaining and operating the System, including, without limiting the generality of the foregoing, the costs of property, interest in property, capitalized interest, land, easements and rights-of-way, damages to land and property, leases, facilities, equipment, machinery, pumps, pipes, tanks, valves, fittings, mechanical devices, office equipment, assets, contract rights, wages and salaries, employee benefits, chemicals, materials, supplies, power, supervision, engineering, testing, auditing, franchises, charges, assessments, claims, insurance, engineering, financing, consultants, administrative expenses, auditing expenses, legal expenses and other similar or dissimilar expenses and costs required for the System. The Costs of the System shall include reasonable amounts for an operation and maintenance reserve fund, debt service reserve fund, required coverage of debt service, working capital and appropriate general and administrative costs. Notwithstanding the foregoing, because City is providing wholesale Water Services to the Corporation and retail potable water service to other customers from the System, the term “Costs of the System” shall not include any costs properly attributed to provision of retail potable water service by City from the System, such as costs of retail distribution lines, retail meters and taps, individual retail customer service lines and retail billing costs.

“Delivery Point” means the point at which City is obligated to deliver treated water to the Corporation under this Agreement.

“Emergency” means a sudden unexpected happening; an unforeseen occurrence of condition; exigency; pressing necessity; or a relatively permanent condition of insufficiency of service or of facilities resulting in social distress. The term includes Force Majeure and acts of third parties which cause the City System to be unable to provide the Water Services agreed to be provided herein.

“Force Majeure” means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity or any civil or military authority, acts, orders or delays thereof of any regulatory authorities with jurisdiction over the parties, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of such party.

“Meter” means the master meter which shall be installed and maintained by the City at the point at which the City System connects to the Corporation’s System.

“Monthly Charge” means the charge described in Article III of this Agreement.

"Residential Purpose" means the use of the potable water by the Corporation shall be for residential purposes only for customers within the Corporation's Service Area, including household pets and livestock. Sale of the potable water by the Corporation to commercial ventures or for commercial uses is prohibited.

“Volume Rate” means the charge described in Article III of this Agreement.

“Water Services” means the transmission of potable water to the Corporation at the Delivery Point(s).

Section 1.02. Captions. The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement.

Section 1.03. Water Services. City agrees to provide Water Services to the Corporation for residential purposes under this Agreement all as hereafter specified.

ARTICLE II

CONDITIONS REGARDING PROVISION OF WATER SERVICES

Section 2.01. Title to and Responsibility for Water; Delivery Point(s).

- a. Title to the water treated and transported to the Corporation by City under this Agreement shall remain with the Corporation at all times, , but the Corporation shall have no right of control or dominion over City potable water until it reaches the Delivery Point(s).

- b. Water delivered by City shall be delivered at the Delivery Point and at no other points. The Corporation shall be solely responsible for conveying its water from this Delivery Point(s) to the Corporation's intended place of use for the water.
- c. The Corporation service area is defined and quantifiable and consists of a maximum number of connections equal to 45-meter connections.

Section 2.02. Quantity and Pressure.

- a. Subject to the limitations set forth herein, City agrees to transport for the Corporation water needed and requested by the Corporation for the Corporation's Service Area, up to, but not in excess of (i) a peak daily flow rate of forty-three thousand (43,000) gallons per day or (ii) such lesser amount as City may be able to supply in the event of an Emergency and shall make the water available at the Delivery Point(s) at a minimum pressure of twenty (20) psi under non-Emergency operation conditions. The initial Delivery Point is shown on **Exhibit A**. The parties may agree to additional Delivery Points in the future. City agrees that the water transported subject to this Agreement shall be of the same quality that the City provides to its own retail water customers.
- b. City reserves the right to require the Corporation, at the Corporation's expense, to install flow restriction devices, at such locations as City may hereafter specify, in order to restrict the flow of water to the Corporation to the levels agreed to herein. If the demands of the Corporation for Water Services exceed the amount City is able to supply, then the Corporation shall notify City of such shortage, and the amount of water needed by the Corporation. City and the Corporation shall consider undertaking all reasonable conservation efforts to allow City to meet said demand subject to the other provisions of this Agreement, City's agreements with other parties, and applicable law.
- c. Corporation acknowledges that the amount of Water Services agreed to be provided in this Section is currently estimated to be sufficient to serve Corporation's Service Area.

Section 2.03. Quality of Water Delivery to Corporation. The potable water delivered by City hereunder at the Delivery Point(s) shall be of the same quality as that potable water that the City provides to its own retail customers.

Section 2.04. Maintenance and Operation. City shall be responsible for operating, maintaining, repairing, replacing, extending, improving the City System and shall promptly repair any leaks or breaks in the City System. The Corporation shall be responsible for keeping the Corporation's System in good working condition and otherwise operating, maintaining, repairing,

replacing, extending, improving and enlarging the Corporation's System and shall promptly repair any leaks or breaks in the Corporation's System. The Corporation shall comply with all federal or state laws, rules, regulations or orders including the requirements of TCEQ in operating and maintaining the Corporation's System and serving the Corporation's customers in the Corporation's Service Area.

Section 2.05. Rights and Responsibilities in Event of Leaks or Breaks.

- a. The Corporation shall be responsible for paying for all water delivered to the Corporation under this Agreement at the Delivery Point(s) regardless of the fact that such water passed through the Delivery Point(s) as a result of leaks or breaks in the Corporation's System. In the event a leak, break, rupture or other defect occurs within the Corporation's System which could either endanger or contaminate the City System or prejudice the City's ability to provide water service to its other customers, City, after providing reasonable notice to the Corporation and opportunity for consultation, shall have the right to take whatever actions City reasonably considers appropriate to protect the public health or welfare or the City System or the water systems of City's customers including, without limitation, the right to restrict, valve off or discontinue service to the Corporation until such leak, break, rupture or other defect has been repaired.
- b. The Corporation further understands that City delivers water at other points to other customers and has rights under its contracts with those customers which are similar to its rights under section 2.05.a. of this Agreement. Nothing in this Agreement shall be construed as impairing any of City's rights under its contracts with those other customers. City may exercise any of said rights, including rights similar to those under section 2.05.a. of this Agreement, and in such event, the Corporation shall have the same obligations to City as the Corporation would have had if City exercised its rights under section 2.05.a. of this Agreement.

ARTICLE III

CHARGES, BILLING AND FINANCIAL MATTERS

Section 3.01. Connection Fee; Rates; Deposit.

- a. The Corporation shall also pay City a volumetric rate (the "Volume Rate") for transportation and delivery of the actual amount of water delivered to the Corporation as measured through the Delivery Point, including all water used or lost due to leakage or for

any other reason. The Volume Rate is one and one-half (1.5) times the rate charged to customers residing inside the corporate limits of the City, as it may be amended.

For every 1,000 gallons of water above the 43,000 gallons authorized in section 2.2.a., the Volume Rate is one and one-half (1.5) times the rate charged to customers residing inside the city limits of the City multiplied by five percent (5%). The Volume Rate shall be designed primarily to recover the operation and maintenance related Costs of the System together with any other Costs of the System not recovered through the Connection Fee or the Monthly Charge. The Volume Rate will be just and reasonable as required by law.

- b. At any time while this Agreement is in effect, City, subject to applicable law, may modify the Connection Fee and the Volume Rate as appropriate to recover the Costs of the System in a just and reasonable manner from the Corporation and the other customers of the City System.
- c. The Corporation shall be obligated to pay City, a deposit (the "Deposit"), in an amount equal to the charges for an average two (2) month period. A refund of the Deposit shall be made by City to Corporation upon the termination of Water Services only after payment of any indebtedness to the City for Water Services provided under this Agreement.

Section 3.02. Billing and Payment. City shall bill the Corporation one time each month for the amount owed for the Monthly Charge and the Volume Rate. The Volume Rate shall be multiplied by the actual amount of water delivered by City to the Corporation for the previous billing cycle determined by the readings by City at the Meter(s). Each bill submitted to Corporation shall be paid to City at its office in Brady, Texas, by check or bank wire on or before fifteen (15) days from the date of the invoice. In the event the Corporation fails to make payment of a bill within said fifteen (15) day period, the Corporation shall pay interest on the unpaid balance at a rate equal to ten percent (10%) per annum. If the bill has not been paid by the due date, the Corporation further agrees to pay all costs of collection, including reasonable attorney's fees.

Section 3.03. City System to be Self-Sufficient. The City System shall be comprised of the facilities described in Recital No.1 herein, together with such improvements, extensions, enlargements, betterments, additions, improvements and replacements thereto as are considered reasonable and necessary by City to provide water or Water Service to City Service Area. The parties agree that the Costs of the City System shall be borne by all of the customers of the City System, including Corporation, in a fair and equitable manner and so that the City System is self-sufficient. Without limiting the foregoing, the parties further agree that City is authorized to issue such indebtedness as it may deem appropriate to pay for an Costs of the City System or, in lieu of issuing indebtedness, to provide for the transfer of internal City funds from City resources other than the City System, and, in such events, the Costs of the System borne by the customers,

including the Corporation, shall include debt service, paying agent/registrar fees and reasonable coverage on any indebtedness issued by City or the recovery (amortized over a reasonable period) of an internal City funds utilized together with reasonable interest and coverage thereon to be established in accordance with City policy as now or hereafter implemented.

ARTICLE IV

CORPORATION'S OTHER COMMITMENTS

Section 4.01. Corporation's Rates and Charges.

- a. The Corporation shall be solely responsible for implementing water or other rates, charges and fees, and for billing and collecting same, from its own System customers and any other similar water system and customers of the Corporation in accordance with applicable law. Failure to collect from its customers will not affect the Corporation's obligation to make all payments due to City.
- b. The parties agree and the Corporation represents and covenants that all monies required to be paid by the Corporation under this Agreement shall constitute an operating expense of the Corporation's waterworks system authorized by the Constitution and laws of the State of Texas.
- c. The Corporation covenants and agrees to compute, ascertain, fix, levy and collect such rates and charges for the facilities and services provided by its waterworks system which will be adequate to permit the Corporation to make prompt and complete payments under this Agreement.

Section 4.02. Government Approvals. The Corporation represents that it has acquired all necessary governmental approvals required to provide potable water to customers in the Corporation's current Service Area.

Section 4.03. Indemnification. Corporation will indemnify and save City harmless from any and all claims or demands whatsoever to which City may be subjected by reason of any injury to any person or damage to any property resulting from or in any way connected with any and all action and activities (or failure to act) of Corporation. Corporation's System shall be installed, operated and maintained by Corporation at Corporation's sole risk. Nothing in the Agreement shall be construed as authorizing Corporation, or recognizing that Corporation has any right to install any equipment or improvements on property owned by City.

Section 4.04. Release. Corporation releases, relinquishes, and discharges City, its officer, agents, and employees from all claims, demands, cause of action of any kind and character, including costs of defense thereof, for any injury, sickness or death of Corporation, its owners, shareholders, employees, agents or customers that is caused by or alleged to be caused by, arises out of, or is in connection with this Agreement. Both Corporation and City expressly intend that this release shall apply regardless of whether said claims, demands, and cause of action are covered, in whole or in part, by insurance.

ARTICLE V

EMERGENCY OR SHORTAGE OF WATER SERVICE CAPABILITY; TERM; DEFAULT; REMEDIES

Section 5.01. Termination, Discontinuance and Curtailment of Service; Modification of Agreement. Notwithstanding any other provision herein to the contrary, it is specifically agreed between the parties the obligation of City to provide Water Services to the Corporation during the term of this Agreement is neither superior or inferior to the obligation of City to provide similarly situated customers with water or Water Services within City's Service Area and to its other presently committed customers or any future customers of the City System. Pursuant to such understanding, the parties hereby agree that if it is ever reasonably determined by City during the term of this Agreement that it is unable to adequately provide water or Water Service to the City Service Area or its existing committed customers because of an Emergency or shortage of water supply, production, treatment, storage or transportation capability in the City System, or if City needs to cause repairs to be made to the City System to repair, replace or improve the level of Water Service to its customers, then City shall have the right, after reasonable notice to the Corporation and opportunity for consultation, to curtail or limit service to the Corporation and all other customers of City on a reasonable, non-discriminatory basis so that all similarly situated customers are treated equally, fairly and uniformly. The Corporation further agrees, in times of such Emergency or shortage or the need for repair, replacement or improvement of the City System, to take appropriate action to curtail or limit all usage in the Corporation's Service Areas so that all users of the water in both entities' service areas will be equally and uniformly restricted and protected. Any such measures taken by the Corporation will be at least as stringent as those adopted by City for the City's Service Area. The parties agree that domestic uses of water shall have priority in times of Emergency or shortage over uses of water for construction or commercial uses and that construction or commercial uses shall have priority over irrigation uses from the City System.

Further, the parties acknowledge that the City has plans to design and construct significant improvements to the City System during the term of this Agreement. Corporation agrees that City may curtail, limit, or cease delivery of Water Services if construction on the City System requires curtailment, limitation or cessation of Water Services. City agrees to provide reasonable notice to Corporation of such changes in City's ability to deliver water. Corporation agrees that the

curtailment, limitation or cessation of Water Services, as set forth above, does not constitute a material breach of this Agreement.

Further, both parties agree that use of water for irrigation and/or outdoor use of watering of lawns shall have the lowest priority in times of Emergency or shortage. Notwithstanding anything herein to the contrary, if it is ever determined by any governmental or regulatory authority that provision of Water Services by City to any of its customers is in violation of applicable law, regulation or order, then City, after reasonable notice to the Corporation and opportunity for consultation, may take such action as will best effectuate this Agreement and comply with applicable law. The Corporation, by executing this Agreement, certifies that it has adopted a water conservation and drought contingency plan that complies with any applicable laws, rules and regulations.

Section 5.02. Plumbing Regulations. To the extent Corporation and City have the authority, both covenant and agree to adopt and enforce the City of Brady ordinance and codes pertaining to plumbing, as may be amended, set forth by the State Plumbing Board of Texas. To the extent Corporation and City have the authority, both covenant and agree to adopt and enforce adequate plumbing regulations with provisions for the proper enforcement thereof, to ensure that neither cross-connection or other undesirable plumbing practices are permitted, including an agreement with each of their respective water customers that allows the retail provider to said customer to inspect individual water facilities prior to providing service to ensure that no substandard materials are used and to prevent cross-connection and other undesirable plumbing practices. Corporation is responsible for conducting any inspections of individual water facilities of Corporation's customers in Corporation's Service Area as may be required by the TCEQ. First point of entry of City potable water to Corporation's water system shall be protected by an air gap at Corporation's water storage tank.

Section 5.03. Default.

- a. In the event the Corporation shall default in the payment of any amounts due City under this Agreement, or in the performance of any material obligation to be performed by the Corporation thirty (30) days written notice of such default and the opportunity to cure same, shall have the right to temporarily limit Water Services to the Corporation under this Agreement, pending cure of such default by the Corporation. In the event such default remains uncured for a period of (i) ninety (90) days in the event of a monetary default or (ii) three hundred sixty-five (365) days in the event of a non-monetary default, then City shall have the right to permanently restrict service to the Corporation under this Agreement.
- b. In the event City shall default in the performance of any material obligation to be performed by City under this Agreement, then the Corporation, after having given City thirty (30) days written notice of such default and the opportunity to cure same, shall have the right to pursue any remedy available at law or in equity, pending cure of such default by City. In the event such default remains uncured for a period of (i) on hundred eighty (180) days or

(ii) three hundred sixty-five (365) days in the event of any other type of material default, then the Corporation shall have the right to notify City that the Corporation intends to take a more limited amount of Water Services from City and the Corporation may then obtain other water or Water Services from another provider or may take appropriate action to supply itself with additional water or Water Services after giving City thirty (30) days' notice of its intent to do so and opportunity to cure; otherwise, except for its existing wells or any replacements thereof, the Corporation shall obtain all its water and Water Services for the Corporation's Service Area from City during the term of this Agreement.

Section 5.04. Additional Remedies Upon Default. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies existing at law or in equity may be availed of by any party hereto and shall be cumulative of the remedies provided herein. Recognizing however, the City's undertaking to provide and maintain the services of the City System is an obligation, failure in the performance of which cannot be adequately compensated in money damage alone, City agrees, in the event of any default on its part, that the Corporation shall have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination of this Agreement) which may also be available. Recognizing that failure in the performance of the Corporation's obligations hereunder cannot not be adequately compensated in money damages alone, Corporation agrees, in the event of any default on its part, that the City shall have available to it the equitable remedies of mandamus and specific performance in addition to any legal or equitable remedies which may also be available to City including, without limitation, the right of City to obtain a writ of mandamus or an injunction against the Corporation (i) requiring the Board of Directors of the Corporation to levy and collect rates and charges sufficient to pay the amounts owed to City by the Corporation under this Agreement and (ii) enjoining the Corporation from making additional retail water connections.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01. Contracts. This section shall not be construed as limiting City's rights to temporarily curtail service in times of shortage or Emergency as otherwise provided herein. The Corporation agrees that it will not, without the written consent of City, provide or sell water to any entity, private or public, except retail customers of the Corporation within the Corporation's Service Area.

Section 6.02. Records. City and the Corporation each agree to preserve, for a period of at least two (2) years from their respective origins, all books, records, test data, charts and other records pertaining to this Agreement. City and the Corporation shall each, respectively, have the right at reasonable business hours to inspect such records to the extent necessary to verify the

accuracy of any statement, charge or computation made pursuant to any provision of this Agreement.

Section 6.03. State Approval. Each party represents and warrants that the plans and specifications for its System have been or will be approved by the TCEQ or its successors.

Section 6.04. Force Majeure. If either party is rendered unable, wholly or partially, by Force Majeure to carry out any of its obligations under this Agreement other than an obligation to pay or provide money, then such obligations of that party to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of either party hereto, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlements of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of either party hereto.

Section 6.05. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any agency or court of competent jurisdiction to be unenforceable, invalid or unlawful for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby; provided, however, in such event the parties mutually covenant and agree to attempt to implement the unenforceable, invalid or unlawful provision in a manner which is enforceable, valid of lawful.

Section 6.06. No Oral Agreements; Modification. There are no oral agreements between the parties hereto with respect to the subject matter hereof. This Agreement shall be subject to change or modification only with the mutual written consent of City and the Corporation.

Section 6.07. Addresses and Notices. Unless otherwise notified in writing by the other, the address of City and the Corporation are and shall remain as follows:

City: City of Brady
Attention: City Manager
201 East Main
P.O. Box 351
Brady, TX 76825

Corporation: Lakeland Services, Incorporated
Attention: Water Manager
279 CR 160
Route 1, Box 126
Brady, Texas 76825

Section 6.08. Assignability. This Agreement shall be assignable by City to any affiliate of City without the necessity of obtaining consent of the Corporation if written notice is provided to the Corporation. Otherwise, this Agreement may be assigned by either party to any other entity only with express written consent of either party, which consent shall not be unreasonably withheld or delayed.

Section 6.09. Good Faith. Each party agrees that, notwithstanding any provision herein to the contrary, neither party will unreasonably withhold or unduly delay any consent, approval, decision, determination or other action which is required or permitted under the terms of this Agreement, it being agreed and understood that each party shall act in good faith and shall at all times deal fairly with the other party.

Section 6.10. Counterparts. This Agreement may be executed in as many counterparts as may be convenient or required. All counterparts shall collectively constitute a single instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart.

Section 6.11. Governing Law; Venue. The terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America from time to time in effect. The parties hereby agree that McCulloch County, Texas shall be a proper place of venue for suit hereon.

Section 6.12. Authority of Executing Parties. By their execution hereof each of the undersigned parties represents and warrants to the parties to this document that he or she has the authority to execute the document in the capacity shown on this document.

Section 6.13. Term. The term of this agreement is five (5) years from the effective date set forth below. After the expiration of the term, the parties shall cooperate in good faith to consider renewing this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original and of equal force and effect this _____ day of _____, 2025.

CITY OF BRADY

BY: _____

Mayor, City of Brady

Print name: Anthony Groves

ATTEST:

BY: _____

City Secretary, City of Brady

Print name: Tina Keys

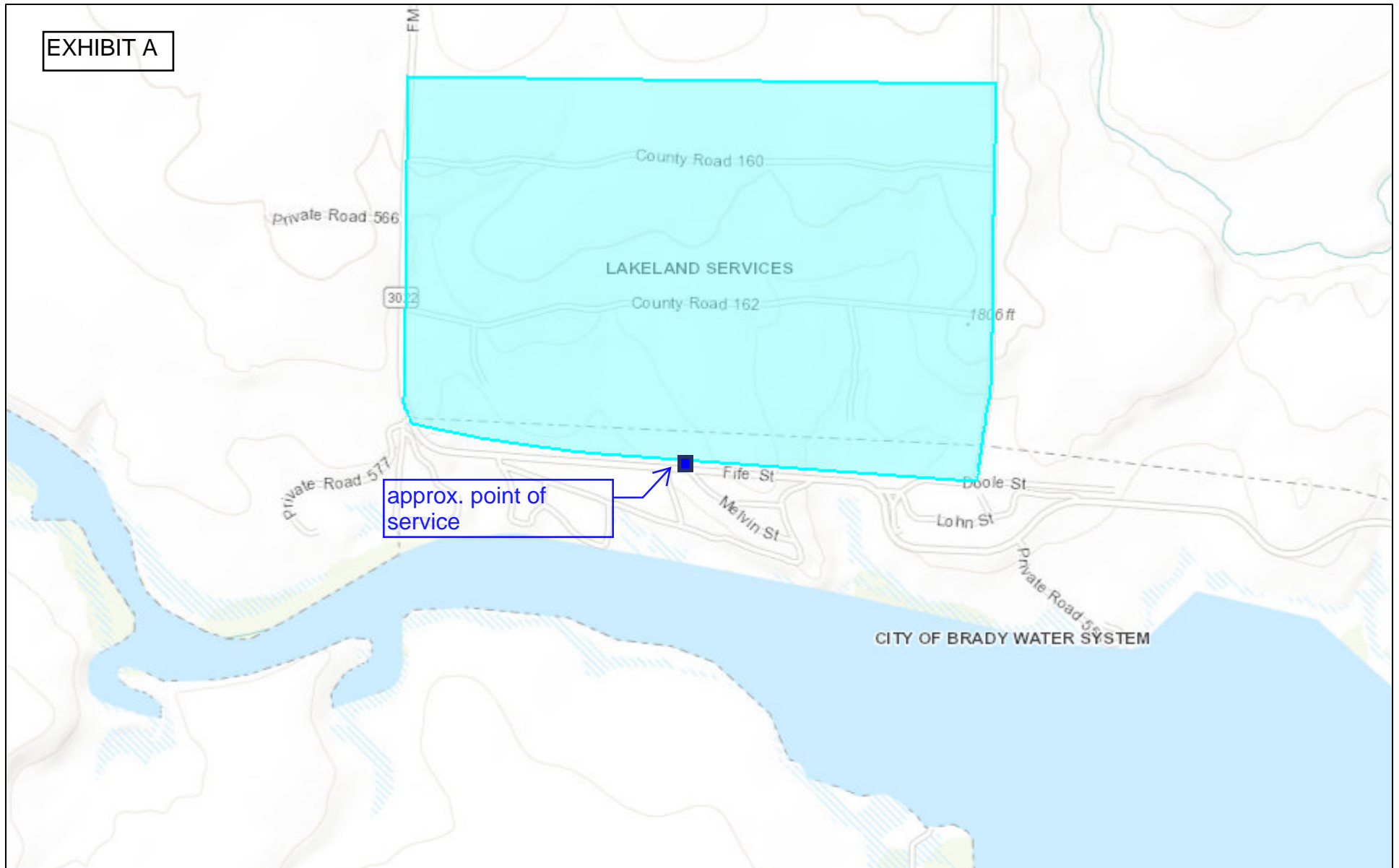
LAKELAND SERVICES, INCORPORATED

BY: Mike Hall

President

Print Name: Mike Hall

Lakeland Services boundary



Texas Water
Development Board

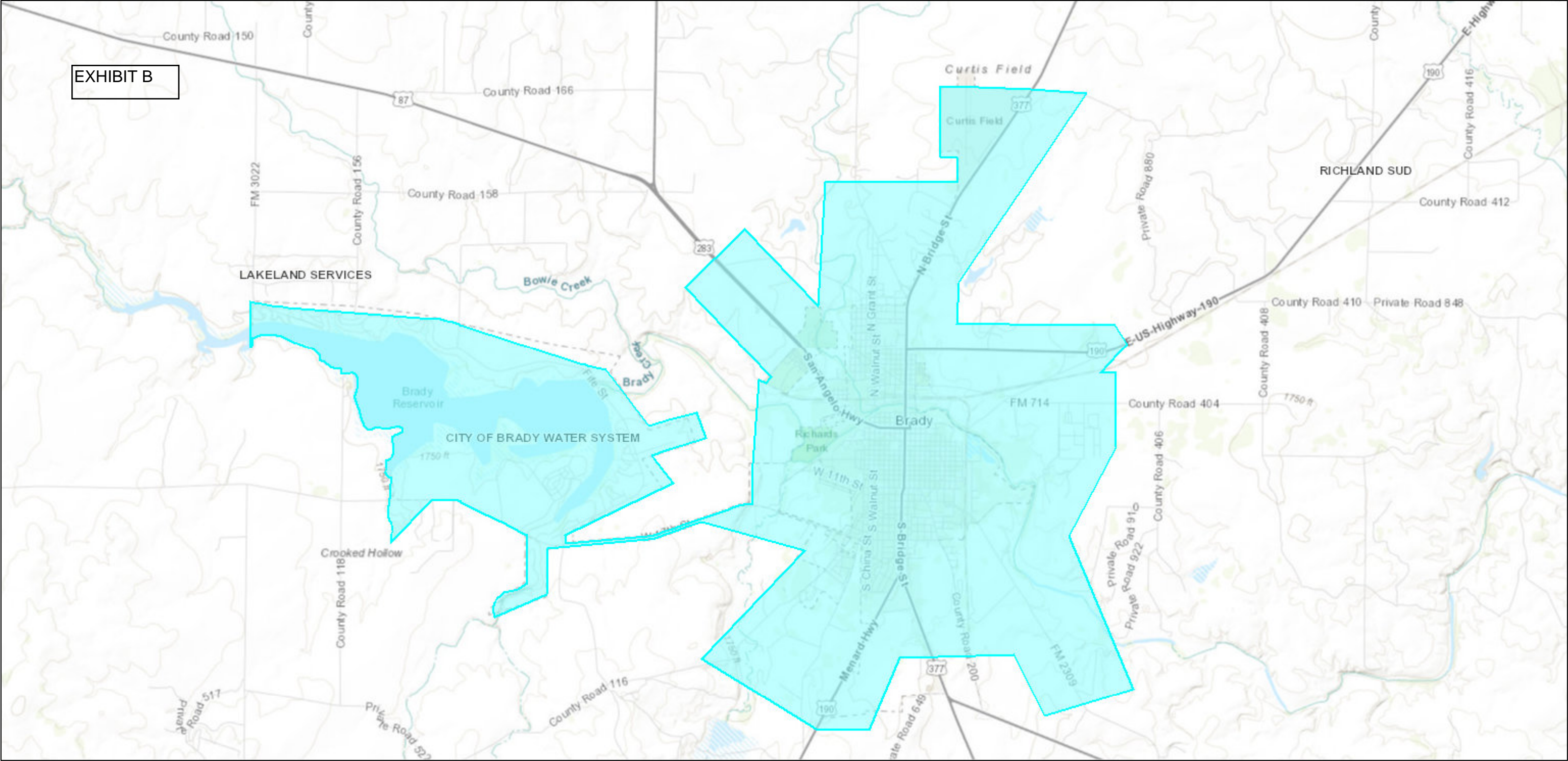
January 3, 2020

The data in the Texas Water Service Boundary Viewer represents the best available information provided by the Texas Water Development Board (TWDB) and third-party cooperators of the TWDB and is believed to be accurate and reliable. However, the TWDB provides information via this web site as a public service. Neither the State of Texas nor the TWDB assumes any legal liability or responsibility or makes any guarantees or warranties as to the accuracy, completeness or suitability of the information or boundaries for any particular purpose. These service boundaries and info provided in the application do not alter legal boundaries as regulated by the Public Utility Commission and the Texas Commission on Environmental Quality. This material is based upon work supported by the U.S. Geological Survey under Cooperative Agreement No. G17AC00016.

0 0.15 0.3 0.6 mi
0 0.25 0.5 1 km
1:18,056

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS TEXAS WATER DEVELOPMENT BOARD

City of Brady service boundary



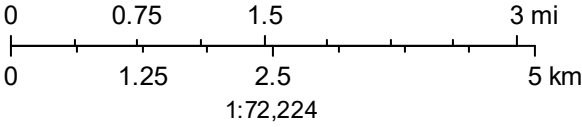
Water Service Boundaries

RGB

Red: Band_1

Green: Band_2

Blue: Band_3



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

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City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	01/21/2025	AGENDA ITEM	7.D.
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding approval of Resolution 2025-001 to call May 3, 2025 General Election, for the purpose of filling City of Brady City Council Places 2 and 3 expiring terms.		
PREPARED BY:	T. Keys	Date Submitted:	01/14/2025
EXHIBITS:	Resolution 2025-001		
BUDGETARY IMPACT:	Required Expenditure:	\$50,000.00	
	Amount Budgeted:	\$50,000.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			

SUMMARY:
City of Brady City Council Places 2 and 3 are up for reelection this year. Per the City of Brady Home Rule Charter, Council must call an Election. The City of Brady is required by law to hold an election on a uniform election date. Per Texas Election Code 11.0581 Brady ISD must contract with a municipality to hold their elections. This resolution calling the election and any needed subsequent agreements will allow the city to meet its obligations to the citizens of Brady and to the Brady ISD School Board.

RECOMMENDED ACTION:
Move to approve Resolution 2025-001

CITY OF BRADY, TEXAS

RESOLUTION NO. 2025-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 3, 2025 SAID DATE BEING A UNIFORM ELECTION DATE FOR THE PURPOSE OF FILLING POSITIONS OF COUNCIL MEMBER PLACES TWO AND THREE; APPOINTING ELECTION OFFICIALS; SETTING THE RATE OF PAY FOR ELECTION OFFICIALS; ESTABLISHING THE MAXIMUM NUMBER OF ELECTION CLERKS; VOTING BY PERSONAL APPEARANCE; PROVIDING FOR CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR REPEAL AND CONFLICTING PROVISIONS; SEVERABILITY; PROPER NOTICE AND MEETING; AND EFFECTIVE DATE

WHEREAS, the City of Brady, Texas desires to conduct elections in accordance with the provisions of the City's Charter and state election laws; and

WHEREAS, the City Council has authority pursuant to Chapter 271, Texas Election Code, to enter into joint election agreements with other political subdivisions holding elections on the same day in all or part of the same territory; and

WHEREAS, the City Council has authority pursuant to Chapters 31 and 271, Texas Election Code, to enter into an election services contract with the Brown County to obtain certain election services;

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

SECTION 1: The City of Brady will hold a General Election on May 3, 2025 from 7:00 a.m. to 7:00 p.m. at City Hall, 201 East Main Street, Brady, Texas for the purpose of electing Council Member for Place Two (2) and Council Member for Place Three (3).

SECTION 2: Applications for place on the ballot will be accepted from January 15, 2025 until February 14, 2025, by the close of business (5:00 p.m.) in the Office of the City Secretary, City Hall, 201 East Main Street, Brady, Texas.

SECTION 3: Early voting will be from April 21, 2025 until April 29, 2025, Monday through Friday and from 8:00 a.m. to 5:00 p.m. at City Hall, 201 East Main Street, Brady, Texas.

Applications for ballots by mail shall be submitted to Tina Keys, P.O. Box 351, 201 East Main Street, Brady, Texas by April 21, 2025.

SECTION 4: The Election Judge to serve at the polling place of such election shall be and are hereby appointed as follows:

Early Voting Place: City Hall
Early Voting Clerk: Tina Keys
Early Voting Clerk: To Be Determined by City Secretary, Brady, Texas

Polling Place #1: City Hall
Election Judge: Dawn Mork

Alternate Judge: To be Determined

SECTION 5: In accordance with Section 32.091 of the Texas Election Code, clerks shall be paid at the rate of \$12.00 per hour and the election judges shall be paid \$14.00 per hour.

SECTION 6: There shall be a minimum of two (2) clerks at the polling place, which includes the alternate judge.

SECTION 7: In accordance with Section 87.004 of the Texas Election Code, the presiding judge at City Hall and at least two (2) clerks shall also serve as the Early Voting Ballot Board to count ballots received during early voting by personal appearance and early voting by mail.

PASSED AND APPROVED this ____ day of _____, 2025.

Anthony Groves, Mayor

ATTEST: _____
Tina Keys, City Secretary

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	01/21/2025	AGENDA ITEM	7.E.
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding Brady Lake Boat Ramp extensions		
PREPARED BY:	T. Keys	Date Submitted:	01/17/2025
EXHIBITS:	None		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			

SUMMARY:

RECOMMENDED ACTION:
Direct staff as desired

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	01/21/2025	AGENDA ITEM	7.F.
AGENDA SUBJECT:	Discussion, consideration, and possible action to amend the Visit Brady contract to allow the Brady Chamber of Commerce to keep unused funds for future use.		
PREPARED BY:	T. Keys / D. Mendoza	Date Submitted:	1/16/2025
EXHIBITS:			
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			

SUMMARY:	<p>The Brady McCulloch County Chamber of Commerce is requesting to amend the contract with the city of Brady for the Visit Brady agreement allowing the chamber to keep the unused funds each year from the Hotel Occupancy Tax money they receive. This was discussed during the City budget workshop back in September, chamber is just wanting to get final approval from council.</p>
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RECOMMENDED ACTION:	<p>Move to approve amendment to the Visit Brady contract to allow the Brady Chamber of Commerce to keep unused funds for future use.</p>
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AGENDA DATE:	01/21/2025	AGENDA ITEM	7.G.
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding a warming station policy.		
PREPARED BY:	T. Keys	Date Submitted:	1/17/2025
EXHIBITS:			
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			

Mayor Groves requested agenda item for discussion with Council

Direct staff as desired

Center Center Meals Served
Director Rosie Aguirre
Monthly Report October 2024-September 2025

SERVICES	FISCAL YEAR 2024-2025												
	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	924	760	731										
Home Delivered Meals	739	604	645										
Total Meals	1,663	1,364	1,376	-	-	-	-	-	-	-	-	-	-
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 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	859	762	911	873	900	
Home Delivered Meals	911	746	723	710	730	672	733	713	604	653	700	674	
Total Meals	1,622	1,429	1,326	1,387	1,361	1,396	1,486	1,572	1,366	1,564	1,573	1,574	-
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.													

Monthly Report
FY 2025

Item	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL
Rounds	232	134	102										
Green Fees	\$ 3,746.00	\$ 2,361.00	\$ 1,680.00										
Membership Rounds	533	453	356										
Student Rounds	10	28	6										
Total Rounds	775	615	464										
Trail Fee													
Trail Fee Revenues													
Cart Rentals	144	109	66										
Cart Revenue	\$ 2,438.99	\$ 1,896.96	\$ 1,111.07										
Cart Shed Rental													
Vending Revenue	\$ 1,367.79	\$ 1,065.45	\$ 663.18										
Memberships	123	56	48										
Membership Fees	\$ 29,475.00	\$ 7,060.00	\$ 2,250.00										
Driving Range	51	57	63										
Range Revenue	\$ 195.50	\$ 232.41	\$ 237.96										
Misc.													
Total Revenue	\$ 37,223.28	\$ 12,615.82	\$ 5,942.21										

None of the above figures includes sales tax

Item	FY 2024
Rounds	2,210
Green Fees	\$36,253.00
Membership Rounds	3,987
Student Rounds	302
Total Rounds	6,499
Trail Fee	
Trail Fee Revenues	
Cart Rentals	1,456
Cart Revenue	\$24,864.12
Cart Shed Rental	
Vending Revenue	\$12,468.43
Memberships	470
Membership Fees	\$41,955
Driving Range	432
Range Revenue	\$1,652.90
Misc.	
Total Revenue	\$117,193.45

GOLF COURSE - 05

Date	Cash Gross Sales	Cash Taxable Sales	Credit Gross Sales	Credit Taxable Sales
12/1/2024	\$152.23	\$60.05	\$227.14	\$102.14
12/2/2024	\$0.00	\$0.00	\$0.00	\$0.00
12/3/2024	\$9.00	\$9.00	\$59.61	\$57.11
12/4/2024	\$89.54	\$59.54	\$44.14	\$34.14
12/5/2024	\$65.04	\$25.04	\$75.14	\$42.64
12/6/2024	\$3.92	\$3.92	\$7.85	\$4.85
12/7/2024	\$0.00	\$0.00	\$4.12	\$1.62
12/8/2024	\$26.69	\$14.69	\$40.29	\$35.29
12/9/2024	\$0.00	\$0.00	\$0.00	\$0.00
12/10/2024	\$5.55	\$5.55	\$0.00	\$0.00
12/11/2024	\$23.44	\$13.44	\$30.37	\$20.37
12/12/2024	\$3.84	\$1.84	\$4.16	\$4.16
12/13/2024	\$53.23	\$31.73	\$17.66	\$7.16
12/14/2024	\$36.97	\$20.47	\$40.02	\$18.52
12/15/2024	\$35.24	\$15.24	\$192.92	\$93.92
12/16/2024	\$0.00	\$0.00	\$0.00	\$0.00
12/17/2024	\$37.82	\$14.82	\$10.00	\$0.00
12/18/2024	\$181.91	\$51.90	\$38.87	\$17.37
12/19/2024	\$44.92	\$14.92	\$24.02	\$12.52
12/20/2024	\$28.42	\$20.92	\$18.08	\$8.08
12/21/2024	\$395.41	\$132.41	\$152.90	\$67.90
12/22/2024	\$23.36	\$10.86	\$19.22	\$19.22
12/23/2024	\$0.00	\$0.00	\$0.00	\$0.00
12/24/2024	\$67.88	\$37.88	\$10.07	\$10.07
12/25/2024	\$0.00	\$0.00	\$0.00	\$0.00
12/26/2024	\$71.37	\$45.87	\$215.99	\$100.99
12/27/2024	\$82.46	\$43.46	\$70.24	\$26.74
12/28/2024	\$145.60	\$41.10	\$229.16	\$96.16
12/29/2024	\$84.33	\$54.83	\$314.06	\$152.56
12/30/2024	\$0.00	\$0.00	\$0.00	\$0.00
12/31/2024	\$6.61	\$6.61	\$30.03	\$25.03
Total	\$1,674.78	\$736.09	\$1,876.06	\$958.56

Manager Signature

Total Gross Sales: \$3,550.84



				2023									
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Person Crimes	11	14	14										39
Property Crimes	18	19	9										46
Narcotics Crimes	1	15	3										19
Disturbances	32	43	42										117
Felony Arrests	0	8	5										13
Misdemeanor Arrests	12	11	15										38
Suspicious Person/Vehicle	26	41	33										100
Bldg. Checks	73	100	149										322
Mental Health	7	12	9										28
Felony Warrant	0	6	3										9
Misd. Warrant	22	5	5										32
DWI	0	1	0										1
Alarms	8	14	4										26
Agency Assist	22	36	35										93
Public Assist	38	40	43										121
Escorts	8	5	6										19
M.I.'s	49	72	65										186
Follow- up's	23	14	12										49
Traffic Control	6	6	8										20
Close Patrols	50	74	50										174
Civil Matters	18	29	22										69
Juvenile	1	4	11										16
Crash Investigation	14	8	2										24
Welfare Concern	40	23	24										87
Information	57	67	56										180
Death Calls	1	1	1										3
Verbal Warnings	134	224	310										668
Written Warnings	58	93	12										163
Citations	64	96	76										236
													0
Reports/Supplements	47	36	45										128
Total Calls	840	1117	1069	0	0	0	0	0	0	0	0	0	3026
Brady Police Department Abbreviations:													
FV - Family Violence DW - Deadly Weapon PS - Public Servant FI - Financial Instrument CS - Controlled Substance BI - Bodily Injury DOC - Disorderly Conduct													
DWI - Driving While Intoxicated MJ - Marijuana DD - Dangerous Drug DWLI - Driving While License Invalid DWLS - Driving While License Suspended													

CALLS 2023-2024	OCT	NOV	DEC	JAN	FEB	MAR	APR
RUNS	91	96	93				
INSURANCE	43	39	42				
ALS	48	43	49				
BLS	25	40	39				
ALS FALL	7	15	5				
BLS FALL	7	6	14				
TRAUMA	22	23	16				
TRAUMA DEATH	0	0	0				
D.O.A.	1	0	0				
M.V.A. CITY	6	3	0				
M.V.A. COUNTY	2	4	8				
FIRE CITY	3	4	3				
FIRE COUNTY	2	4	0				
HELICOPTER	5	2	0				
HELICOPTER REFUSAL	1	1	0				
COUNTY CALLS	22 (1)	24 (1)	18 (1)				
CANCEL	1	2	2				
TRANSFER	6	3	2				
REFUSAL	21	31	35				
GAS LEAK	0	1	0				
MEDICAL ALARM	0	0	1				
FIRE ALARM	2	0	1				
LIFT ASSIST	0	0	0				
OVER 20 MINUTES	16	14	15				
OTHER	13 (2,3,4)	6 (2,3)	0				
B.V.F.D. CITY	1	4	0				
B.V.F.D. COUNTY	9	8	5				
OCTOBER			NOVEMBER			DECEMBER	
(1) 4-MASON COUNTY			(1) MASON COUNTY			(2) MASON COUNTY	
(2) 10-FOOTBALL STAND-BY			(2) 5-FOOTBALL GAMES				
(3) 2-MOTORCYCLE RACE STAND-BY			(3) 1-DEATH NOTIFICATION				
(4) 1-SEARCH AND RESCUE							

2024 RUNS

[illegible]

THROUGH: Barbara Holly, INTERIM CITY MANAGER

FISCAL YEAR 2024-2025[illegible]

KBBD - Curtis Field Airport

Operations Report for December 2024

Operations

154

Landings

68

Takeoffs

71

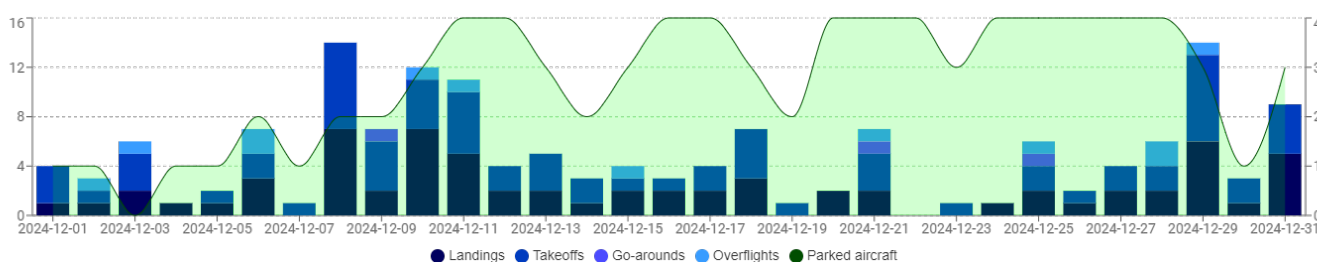
Go-arounds

3

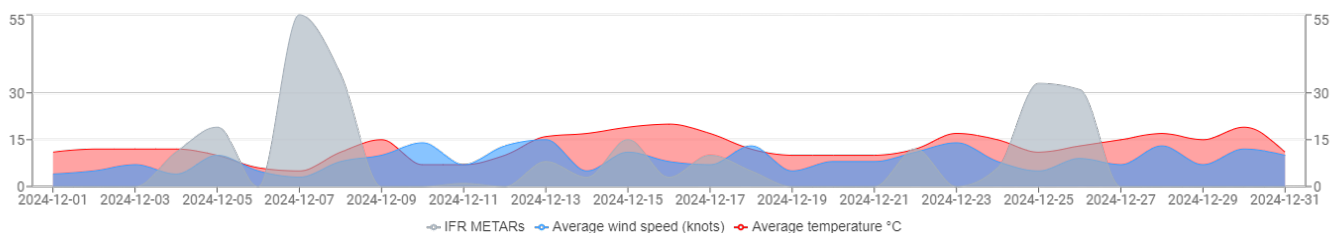
Overflights

12

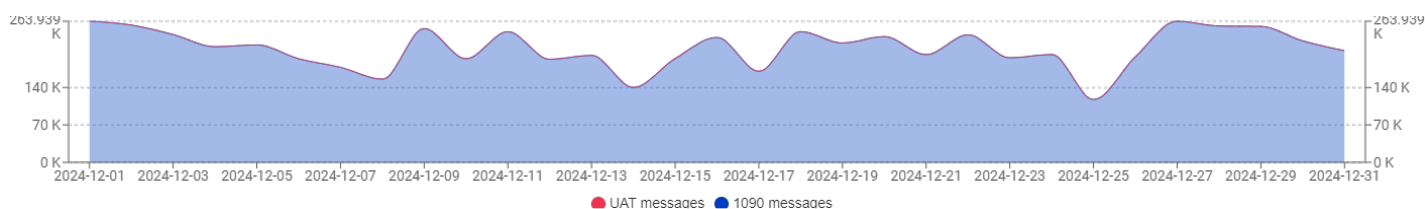
Operations by Day



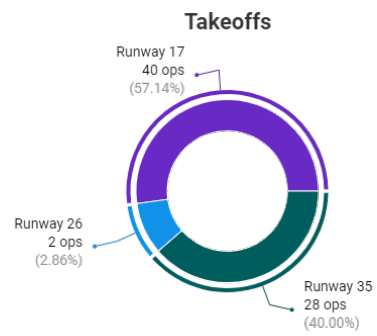
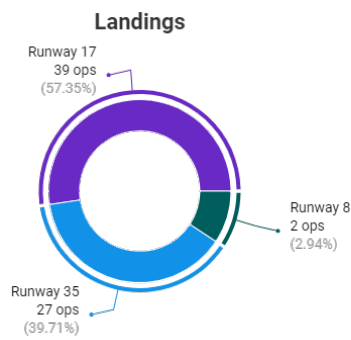
Weather Conditions



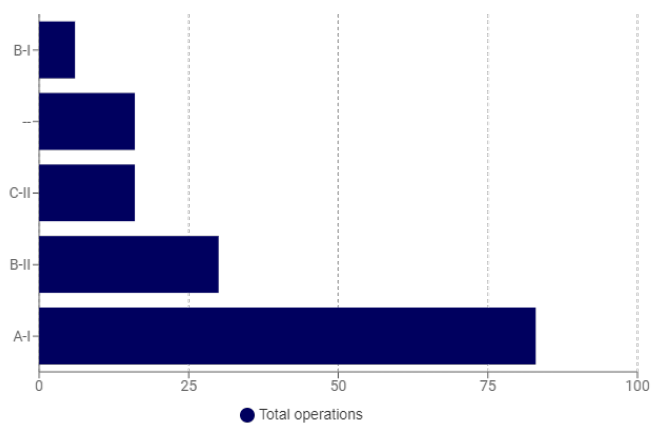
Receiver health



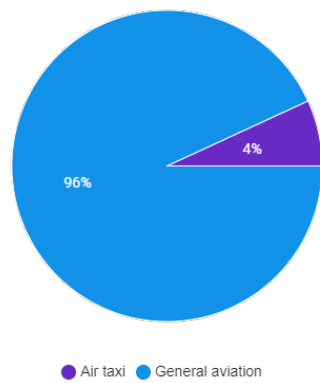
Operations by Runway



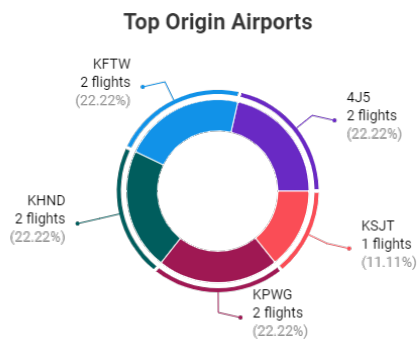
Operations by Category



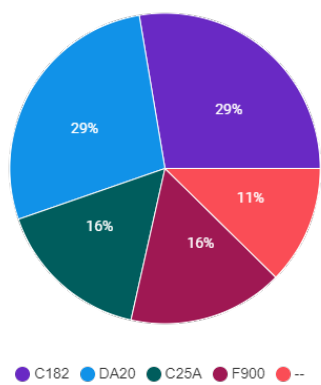
Operations by Type



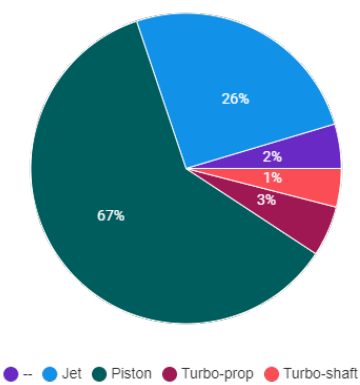
Top Airports



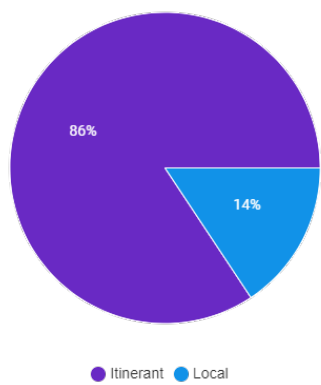
Top Aircraft Types



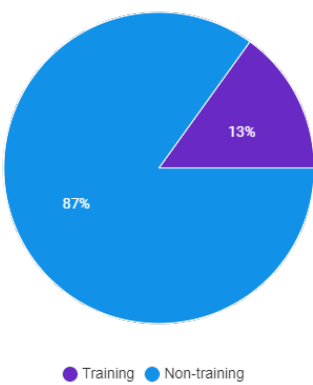
Operations by Engine Type



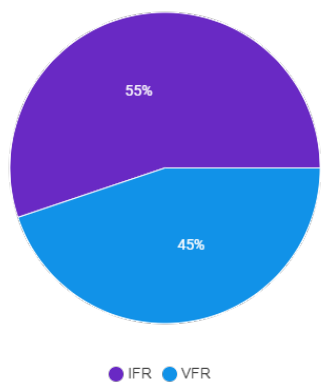
Local vs. Itinerant Flights



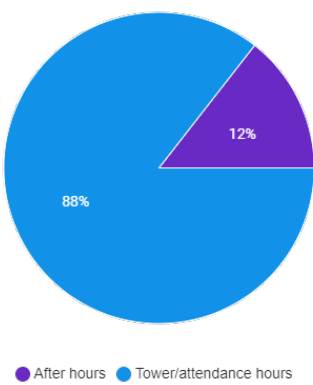
Training Operations



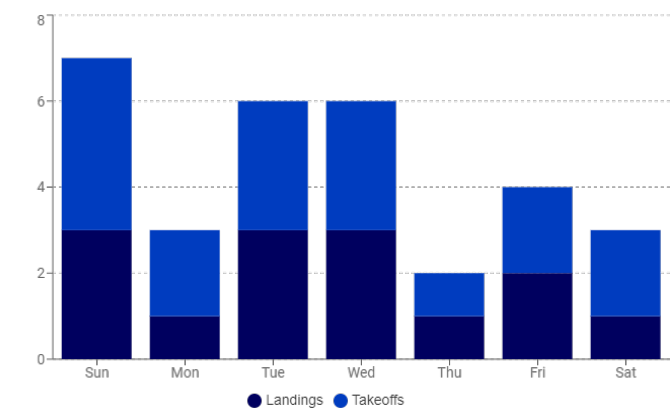
IFR vs. VFR flights



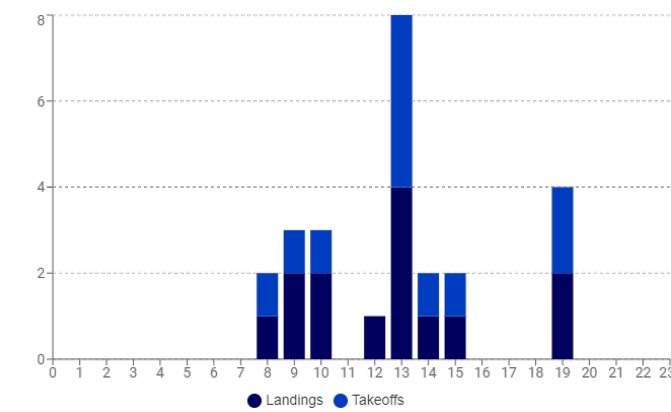
After Hours Operations



Operations by Day of Week

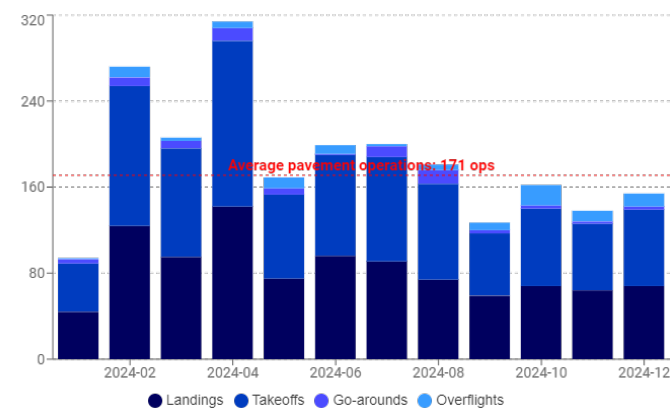


Operations by Hour



Historical Data

Landings and Takeoffs by Month



Busiest Days on Record

Rank	Date	Pavement ops	Aircraft
1	2024-06-13 (Thu)	43	3
2	2024-02-20 (Tue)	40	6
3	2024-02-15 (Thu)	29	4
4	2024-04-11 (Thu)	24	10
5	2024-06-14 (Fri)	22	3
6	2024-03-26 (Tue)	21	8
6	2024-07-19 (Fri)	21	9
6	2024-04-08 (Mon)	21	12
7	2024-05-07 (Tue)	20	9
7	2024-02-13 (Tue)	20	3

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Violations	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25
Background Info Cases	0	0	0	0	0	
Building Code Violations	0	0	2	3	0	
Dangerous Premises	3	1	11	17	0	
Depositing, Dumping, Burning	4	0	9	1	0	
Home Occupation Violation	0	0	0	0	0	
Junk and Unsightly Matter	65	101	60	37	0	
Junked Vehicle, Nuiance	49	66	52	15	0	
Minimum Housing Standards	0	0	6	19	0	
Noise Prohibited, Animals	5	0	2	2	0	
Non-Residential Open Storage	0	0	0	0	0	
Obstruction of Drainageway	0	0	0	0	0	
Permit Required	0	0	2	3	8	
Pool Enclosure	0	0	0	0	0	
Posting Signs on Poles	0	0	0	0	0	
Posting Signs on Public Property	0	0	0	0	0	
Acc. Bldg. Prohibited in Front Yard	0	0	0	0	0	
Refrigerators and Air Tight Containers	0	0	3	0	0	
Residential Open Storage	2	1	1	0	0	
Residential Setbacks	0	0	0	0	0	
Residential RVs - No Residence	3	0	5	3	1	
Sight Visibility	1	0	0	0	0	
Unsanitary Conditions	3	2	30	14	15	
Weeds and Vegetation	28	43	35	40	75	
Abandon Vehicle			2	0	0	
Parking in Alley			2	0	0	
Parking of Large Trucks, Trailers...			2	1	0	
Parking 72 hrs Prohibited			9	1	11	
Garbage, Tires			15	0	0	
Cover Securely			1	0	0	
Meter Tampering/Damage Fees			2	7	2	
Utilities Disc. For Plumbing violations			1	1	1	
Keeping Roosters Prohibited			0	6	5	
RVs and Travel Trailers Not Allowed			0	2	0	
Number of Cats and Dogs Allowed			0	0	1	
Keeping Animals in Front Yard			0	0	2	
Zoning Ord. Use Regs Violations	0	0	1	0	2	
TOTALS	163	214	253	172	297	

Cases

Open Cases at the Start of Month	425	636	476	348	307
Complaints	2	1	18	30	31
Pro-Active - Self Initiated	111	151	131	43	112
Total New Cases	113	151	148	73	146
Inspections Performed			236	421	589
Closed Cases	57	133	173	74	117
Citations	7	4	12	20	107
Open Cases at the End of Month	564	621	451	347	336

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Item	FY20	FY21	FY22	FY23	FY24	FY25
Commercial Acc Structure	2	1	0	1	1	
Commercial Addition	4	2	1	7	9	
Commercial Electrical	12	12	15	15	23	
Commercial Gas	1	0	0	0	1	
Commercial Mech/HVAC	7	6	10	6	15	
Commercial Plumbing	9	21	20	25	25	
Commercial Remodel	3	5	9	7	10	
Commercial Demolition	0	1	3	3	4	
Commercial Sign	4	1	2	10	6	
Commercial Screening	0	0	0	1	1	
New Commercial Bldg					4	
Commercial Cert of Occup	8	14	25	14	25	
Customer Service Inspection	1	1	0	0	0	
PZ- Subdivision	0	0	5	0	4	
PZ - Zoning Request	1	1	7	5	2	
Driveway/ Curb Cut	0	3	2	4	6	
Residential Accessory Bldg.	8	7	11	6	8	
Residential Additions	6	2	3	9	13	
Residential Demo- Owner	0	0	1	3	4	
Residential Demo- City	0	0	0	0	0	
Residential Electrical	80	61	74	86	80	
Residential Fence	12	13	19	25	23	
Residential Gas	2	4	1	0	4	
Residential Mech/HVAC	28	17	13	14	39	
New Residential Bldg	1	2	1	3	1	
Residential Plumbing	73	65	82	104	82	
Residential Remodel	22	13	24	36	26	
On-Site Sewage Facility				1	1	
Special Use	14	40	53	60	51	
Monthly Total	298	292	381	445	468	0

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Municipal Court Monthly Report
December 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:	3,332	1	0	1,375	9	101
a. Active Cases	1,768	1	0	1001	6	83
b. Inactive Cases	1,564	0	0	374	3	18
2. New Cases Filed	123	1	0	9	0	0
3. Cases Reactivated	9	0	0	3	0	0
4. All other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket	1,900	2	0	1,013	6	83
6. Dispositions Prior to Court Appearance or Trial:						
a. Uncontested Dispositions	38	0	0	9	0	1
b. Dismissed by Prosecuton	1	0	0	0	0	0
7. Dispositions at Trial:						
a. Convictions:						
1) Guilty Peal or Nolo Contendere	6	0	0	3	0	0
2)By the Court	0	0	0	0	0	0
3) By the Jury	0	0	0	0	0	0
b. Acquittals:						
1) By the Court	0	0	0	0	0	0
2) By the Jury	0	0	0	0	0	0
c. Dismissed by Prosecution	0	0	0	0	0	0
8. Compliance Dismissals:						
a. After Driver Safety Course	1					
b. After Deferred Disposition	0	0	0	0	0	0
c. After Teen Court	0	0	0	0	0	0
d. After Tobacco Awareness Course					0	
e. After Treatment for Chemical Dependency				0	0	
f. After Proof of Financial Responsibility	0					
g. All other Trasportation Code Dismissals	4	0	0	0	0	0
9. All other Dispositions	0	0	0	0	0	0
10. Total Cases Disposed	50	0	0	12	0	1
11. Cases Places on Inactive Status	30	0	0	3	0	0
12. Total Cases Pending End of Month:	3,405	2	0	1,372	9	100
a. Active Cases	1,820	2	0	998	6	82
b. Inactive Cases	1,585	0	0	374	3	18
13. Show Cause Hearings Held	7	0	0	0	0	0
14. Cases Appealed:						
a. After Trial	0	0	0	0	0	0
b. Without Trial	0	0	0	0	0	0

Additional Activity	Total
Cases in Which a Fine and Court Costs Satisfied by Community Service	
a. Partial Satisfaction	2
b. Full Satisfaction	2
Cases in Which Fine and Court Costs Satisfied by Jail Credit	1
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	\$10,708.90
b. Remitted to State	\$6,125.78
c. Total	\$16,834.68
Arrest Warrants Issued	39

Civil Section	Total Cases
1. Total Cases Pending First of Month	355
a. Active Cases	292
b. Inactive Cases	63
2. New Cases Filed	5
3. Cases Reactivated	0
4. All other Cases Added	0
5. Total Cases On Docket	297
6. Uncontested Civil Fines or Penalties	2
7. Default Judgments	1
8. Agreed Judgments	0
9. Tiral/Hearing by Judge/Offiver	0
10. Tiral By Jury	0
11. Dismissed for Want of Prosecution	0
12. All Other Dispositions	0
13. Total Cases Disposed	3
14. Cases Placed on Inactive Status	1
15. Total Cases Pending End of Month:	357
a. Active Cases	293
b. Inactive Cases	64
16. Cases Appealed:	
a. After Trial	0
b. Without Trial	0

Juvenile/ Minor Activity	Total
1. Transportation Code Cases Filed	1
2. Non-driving Alcoholic Beverage Code Cases Filed	0
3. Driving Under the Influence of Alcohol Cases Filed	0
4. Drug Paraphernalia Cases Filed	0
5. Tobacco Cases Filed	0
6. Truancy Cases Filed	0
7. Education Code (Except Failur to Attend) Cases Filed	0
8. Curfew	0
9. All other Non-Traffic Fine- Only Cases Filed	1
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 01-06-2025