



**CITY OF BRADY COUNCIL AGENDA  
REGULAR CITY COUNCIL MEETING  
JUNE 17, 2025, 6:00 P.M.**

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. June 17, 2025, at the City of Brady Municipal Court Building located at 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  
Mayor Pro Tem  
Council Member Place 1

Aaron Garcia  
Council Member Place 2

Curtis Owens  
Council Member Place 3

Felix Gomez, Jr.  
Council Member Place 4

Gabe Moreno  
Council Member Place 5

James Stewart  
City Manager

Tina Keys  
City Secretary

Sharon Hicks  
City Attorney

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

**2. INVOCATION AND 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 TXAG opinion, any public comment addressing items not on the agenda, will only be heard by the City Council. No formal action, deliberation, discussion, or comment will be made by City Council. State Law prohibits any deliberation or decisions regarding items presented in public comments. City Council may only make a statement of specific factual information given in response to the inquiry; recite an existing policy; or request staff to place the item on an agenda for a subsequent meeting.*

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

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

- A. Approval of Minutes for Regular Session meeting on June 3, 2025
- B. Approval of the temporary closure of Blackburn and Elm Streets at 3<sup>rd</sup> and 4<sup>th</sup> Streets from 10:00 a.m. to 2:00 p.m. on July 5, 2025 for the Brady Methodist Church Annual July Jubilee BBQ.
- C. Approval of a request for a noise variance at Brady Lake for Friday, June 20, 2026 6:00 p.m. until 1:00 a.m. on Sunday, June 22, 2025 for the Annual Bradshaw Family Reunion as requested by Stephanie Bradshaw.

**5. PRESENTATIONS:**

- Annual Report – Groundwater Treatment Plant Operations - Jaime Torres, Superintendent
- 2025 Transportation Alternatives Set-aside (TA) – Detailed Application

**6. PUBLIC HEARINGS:**

None

*In the very Heart of Texas, the City of Brady is dedicated to fostering a tight-knit community rooted in tradition, resilience, and rural pride. We strive to provide a welcoming, safe, and thriving environment where families flourish, local businesses prosper, and the spirit of the Lone Star State shines through our commitment to sustainable growth, preserving our heritage, and embracing the values of hard work, faith, and neighborly support.*

## 7. INDIVIDUAL CONCERNS:

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

- A. Discussion, consideration and possible action to approve Engineering Services Agreement with Enprotech / Hibbs & Todd, Inc. (eHT) Abilene, Texas to support planning, design and construction phase services related to Rural Water Assistance Fund water system improvements; and authorizing the mayor to execute the agreement.
- B. Discussion, consideration and possible action approving Resolution 2025-015 authorizing the engagement of Bickerstaff Heath Delgado Acosta as public finance counsel to the City.
- C. Discussion regarding developing terms of lease agreement for G. Rollie White.
- D. Discuss cemetery rules and regulations and promote enforcement campaign to begin September 1.

## 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:**

June 24	Community Open House, 5:30 p.m. Municipal Court Bldg,
June 25	Special City Council Meeting, 5:15 p.m.
July 1	Regular City Council Meeting, 6:00 p.m.
July 4	Independence Day, City Offices Closed, altered trash schedule: Thurs. 7/3 picked up Wed. 7/2 and Friday 7/4 picked up on Thurs. 7/3
July 15	Budget Work Session Meeting, 10:00am – 4:00pm
July 15	Regular City Council Meeting, 6:00 p.m.
July 17	Budget Work Session Meeting, 10:00am – 4:00pm
July 18	City Employee Appreciation Pool Party – 6:00 p.m.
July 22	Budget Work Session Meeting, 10:00am – 4:00pm
July 24	Budget Work Session Meeting, 10:00am – 4:00pm – IF NEEDED

## 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. COMMENTS ON FUTURE ITEMS FOR CONSIDERATION:

## 11. 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 duties & recommendations
- 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

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

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

## 13. 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 \_\_\_\_\_ a.m. / 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 accommodation or interpretive services must be received at least 48 hours prior to the meeting. Please contact the City Secretary at 325-597-2152 or [tkeys@bradytx.us](mailto:tkeys@bradytx.us)

Attendance by Other Elected or Appointed Officials: It is anticipated that members of other governmental bodies, and/or city boards, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the body, board, commission and/or committee. The members of the boards, commissions and/or committees may be permitted to participate in discussion on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless item and action is specifically provided for on an agenda for that body, board, commission or committee subject to the Texas Open Meetings Act.

The City Council of the City of Brady reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on this agenda as authorized by the Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding prospective Gifts or Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices), 551.086 (Deliberate, vote or take final action on competitive matters of the public power utility), and 551.087 (Deliberation regarding Economic Development).

This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes written interpretation of the Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.104(c) and the meeting is conducted by all participants in reliance on this opinion.

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The City Council of the City of Brady, Texas met in a Regular Meeting on Tuesday, June 3, 2025 at 6:00 p.m. with Mayor Anthony Groves presiding. Council Members present were Gabe Moreno, Terry Phillips, Felix Gomez, and Curtis Owens. City staff present were City Manager James Stewart, Finance Director Lisa McElrath, Public Works Director Steven Miller, Police Chief Randy Batten, Golf Superintendent R. S. Bush, PPM Superintendent Karl Friederich, Wastewater Treatment Plant Superintendent Marty Martin, and City Secretary Tina Keys. Also in attendance were Charles Hodges, Daniel Mendoza, James Griffin, Charles Bush, Heather Myles, Allison Beard, and Casey Long.

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

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

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

Council Member Phillips 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 meeting on May 20, 2025

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

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

- Annual Report – Wastewater Treatment Plant – Marty Martin presented to council.

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

There were no public hearings.

#### **7. INDIVIDUAL CONCERNS**

- A. Discussion, consideration and possible action regarding second and final reading of Ordinance 1396 of the City of Brady, Texas, to amend the FY2025 Budget for municipal purposes. Lisa McElrath presented. Council Member Owens moved to approve the second and final reading of Ordinance 1396. Seconded by Council Member Gomez. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.
- B. Discussion regarding city owned properties. James Stewart presented and said we are still working on the list. No action was taken. James said we will work on it some more and send to Verdunity.
- C. Discussion, consideration and possible action regarding filling vacant positions budgeted for in current fiscal year budget and implemented hiring freeze. James Stewart presented and said several positions in three

departments are being brought back for consideration. Chief Batten has 2 applications from Brady residents who are in the academy. Also with Solid Waste, we have one that is open and there have been discussions with personnel. We need to advertise for the positions. We definitely need someone in solid waste. In PPM, we are working with PPM and have asked Karl to reorganize the department. What we are looking to do is maintenance of facilities. PPM has been associated with parks maintenance, but they are responsible for every building we have done. We have done a poor job of maintaining our buildings. Karl has a lot of experience in that. There is one spot left in the budget that we have not hired. They are wanting one person who is assigned to the buildings and facilities. Police building has leaks from all the rain. Fire has the same issues. Council Member Moreno asked if we have somebody assigned to civic center because somebody has been doing things at the civic center. James said Karl has been tasked with actually maintaining our buildings rather than wait until there is a problem then fix it. Karl wants to utilize the service order system that we already have in place. Karl said he would like to be doing building rounds once a month. James said Karl actually wants to get things done. It would benefit the city as a community. People will notice definite changes in how our facilities look, how they are maintained. Council Member Gomez moved to approve hiring PPM employees necessary to effectively serve citizens of Brady. Seconded by Council Member Phillips. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote. Solid Waste – Steven Miller said we had a man quit and we do not have a grounds man right now; nobody to direct cars, nobody to pick up. James said TCEQ requires somebody to be out where we are dumping trash. Council Member Moreno said before when we had a full crew, there was still trash around the perimeter. If we fill these positions, the job needs to get done. Council Member Moreno wants to make sure if they are there, they are doing their jobs. James said absolutely. James said the other day when it was raining, the guys on the back of the trash truck were soaking wet and cold. Council Member Moreno asked if there is anything we can do for them during inclement weather. James said he will definitely look into it. Council Member Moreno moved to hire a person for solid waste. Seconded by Council Member Gomez. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.

- D. Discussion, consideration, and possible action regarding approval of the EDC granting Wildflowers of Brady the Sign, Building Improvement, Building Façade, and Rent Assistance Grants in the amount of \$17,323.22. Daniel Mendoza presented and went over the figures. Council Member Morano asked about changes to façade and building since building is not owned by her. Daniel said there is nothing in their bylaws that says they have to own the building. Council Member Moreno said property owners could evict, then they have the improvements to the building. Council Member Phillips said that's a good point, and the EDC did discuss it in depth. Council Member Phillips said it's a good deal for everybody. We need a florist. Daniel said they will look into that in the future, but they did approve for this person. Council Member Moreno moved to approve amendment to allow the EDC to grant Wildflowers of Brady the sign grant, building improvements grant, building façade grant, and rent assistance grant in the amount of \$17,323.22. Seconded by Council Member Gomez. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.
  
- E. Discussion, consideration, and possible action regarding approval of the EDC granting a loan to Wildflowers of Brady in the amount of \$47,000 at a 2% interest rate for 5 years. Daniel Mendoza presented and went over the numbers and said the EDC did approve. It's mainly for a vehicle for deliveries. The EDC will have a lien on the vehicle. Council Member Phillips moved to approve amendment to allow the EDC to loan

Wildflowers of Brady \$47,000 at a 2% interest rate for 5 years. Seconded by Council Member Owens. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.

- F. Discussion, consideration, and possible action regarding final approval of a request from BYSF for HOT Funds in the amount of \$8,000. Daniel Mendoza presented. Council Member Moreno asked if it's for all sports. Daniel said it's baseball. Allison Beard with BYSF said it's baseball and softball. We are trying to grow our program for people to come in. Council Member Gomez moved to approve amendment to allow Visit Brady to grant BYSF HOT Funds request in the amount of \$8,000. Seconded by Council Member Moreno. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.
- G. Discussion, consideration, and possible action regarding final approval of a request from Smoke on the Hill for HOT Funds in the amount of \$7,000. Daniel Mendoza presented. Council Member Moreno moved to approve amendment to allow Visit Brady to grant Smoke on the Hill HOT Funds request in the amount of \$7,000. Seconded by Council Member Owens. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.
- H. Discussion and consideration and possible action regarding approval of the Brady/McCulloch County Chamber of Commerce request for a noise variance for the 51<sup>st</sup> World Championship BBQ Goat Cook Off starting on Friday August 29, 2025 at 8:00am through Saturday August 30, 2025 midnight. Daniel Mendoza presented. Council Member Owens moved to approve Brady/McCulloch County Chamber of Commerce request for a noise variance for the 51<sup>st</sup> World Championship BBQ Goat Cook-off starting on Friday, August 29, 2025 from 8:00 am. through Saturday August 30, 2025 at midnight. Seconded by Council Member Phillips. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.
- I. Discussion, consideration and possible action regarding the Brady/McCulloch County Chamber of Commerce request for road closure on Memory Lane, 6<sup>th</sup> & Parkview, and 11<sup>th</sup> street starting on Friday August 29, 2025 through Sunday August 31, 2025 for the 50<sup>th</sup> World Championship BBQ Goat Cook Off. Daniel Mendoza presented. Council Member Moreno moved to approve the Brady/McCulloch County Chamber of Commerce request for road closure on Memory Lane, 6<sup>th</sup> & Parkview, and 11<sup>th</sup> street starting on Friday August 29, 2025 through Sunday, August 31, 2025 for the 51<sup>st</sup> World Championship BBQ Goat Cook-off. Seconded by Council Member Gomez. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.
- J. Discussion, consideration and possible action regarding the Brady/McCulloch County Chamber of Commerce request for road closures on August 30, 2025 on 11<sup>th</sup>, Wall, 16<sup>th</sup>, and 17<sup>th</sup> street for the 51st World Championship BBQ Goat Cook Off Goat Gallop. Daniel Mendoza presented. Council Member Phillips moved to approve the Brady/McCulloch County Chamber of Commerce request for road closures on August 30, 2025 on 11<sup>th</sup>, Wall, 16<sup>th</sup> and 17<sup>th</sup> street for the 51<sup>st</sup> World Championship BBQ Goat Cook-off Goat Gallop. Seconded by Council Member Owens. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.
- K. Discussion, consideration and possible action regarding G. Rollie White Lease. James Stewart presented and said he visited with Heather (Myles) yesterday. They went over parts of the proposal. We are coming back to discuss if we are going to lease or not to this one individual and what Council wants then we will go from there. Mayor Groves said the other entity has not responded. Heather Myles passed out a timeline of milestones and their plan for the first 3 years. The first 6 months will be repairs and updates. Heather

said they also met with the Master Gardner's about ecofriendly landscaping. They want to secure the roof over grandstands. In the second six months, they will start to paint and beautify the grounds. It's important for community to see that. Also repair existing rodeo arena. They want to start organizing a fair event. Install a digital billboard to announce upcoming events and for advertising as well and promote sponsors. They want to have some events. Year two plan includes a McCulloch county fair event with a concert. It was discussed to have a Heritage event. We could do that yearly. Kim Keyser will help with an equestrian trail. They also spoke with 4-H about events we can have out there to enhance their programs. Year three plans are to build a covered rodeo arena for many events. That would be a game changer for Gymkhana and roping events. Possibly look at opening a restaurant. Continue to have yearly events and fundraisers. Also look into RV spaces. Many people will come and bring their trailers. They want to open a full-time training facility. She would like to move forward with a lease. Council Member Owens said he went out there and walked around. There's lots of stuff happening. What would happen to all that stuff stored out there? And what about Animal Control? James said we have a disposal process we are going through. James said this time next year we are going to have to do something with animal control. It is not ok. Council Member Moreno moved to formalize a lease with Heather and get our stuff and get organized. Seconded by Council Member Gomez. All Council Members voted "aye" and none "nay". Motion passed with a 4 – 0 vote.

## 8. STAFF REPORTS

### A. Upcoming Special Events/Meetings:

June 4	Happy Birthday Felix Gomez
June 17	Regular City Council Meeting, 6:00 p.m.
July 1	Regular City Council Meeting, 6:00 p.m.
July 4	Independence Day Holiday, City offices closed, altered trash schedule – Thurs. July 3 <sup>rd</sup> route picked up Wed. July 2 <sup>nd</sup> , Fri. July 4 <sup>th</sup> route picked up Thurs. July 3 <sup>rd</sup> .
July 15	Regular City Council Meeting, 6:00 p.m.

## 9. ANNOUNCEMENTS

There were no announcements.

## 10. COMMENTS ON FUTURE ITEMS FOR CONSIDERATION

There were no comments.

## 11. 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 contract & duties
- 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 7:25 p.m. Executive Session opened at 7:35 p.m. and closed at 8:32 p.m. Regular Session resumed at 8:32 p.m.

**12. OPEN SESSION ACTION ON ANY ITEMS COMING OUT OF EXECUTIVE SESSION**

There was no action as a result of Executive Session.

**13. ADJOURNMENT**

There being no further business, Mayor Groves adjourned the meeting at 8:33 p.m.

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Anthony Groves, Mayor

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

Tina Keys, City Secretary

# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	06/17/2025	<b>AGENDA ITEM</b>	4.B.
<b>AGENDA SUBJECT:</b>	Approval of the temporary closure of Blackburn and Elm Streets at 3 <sup>rd</sup> and 4 <sup>th</sup> Streets from 10:00 a.m. to 2:00 p.m. on July 5, 2025 for the Brady Methodist Church Annual July Jubilee BBQ.		
<b>PREPARED BY:</b>	T. Keys	<b>Date Submitted:</b>	6/9/2025
<b>EXHIBITS:</b>	Request letter		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	\$00.00	
	<b>Amount Budgeted:</b>	\$00.00	
	<b>Appropriation Required:</b>	\$00.00	
<b>CITY MANAGER APPROVAL:</b>			
<b>SUMMARY:</b> The Brady Methodist Church is holding its annual Bar-B-Que Fundraiser on July 5, 2025 immediately after the July Jubilee parade and have requested street closure during the fundraising event due to heavy pedestrian traffic around the church.			
<b>RECOMMENDED ACTION:</b> Move to approve street closure			

Brady Methodist Church  
401 S Blackburn St. – PO Box 1030  
Brady, TX 76825  
325-597-3436      Fax 325-597-7856

June 2, 2025

City of Brady  
James Stewart  
201 East Main  
Brady, Texas 76825

Mr. Stewart:

The Brady Methodist Church is holding their annual 4<sup>th</sup> of July barbecue on July 5, 2025. This letter is to request the City block off Blackburn and Elm at 3<sup>rd</sup> and 4<sup>th</sup> Street between 10:00 a.m. and 2:00 p.m. If you have any questions or concerns, please contact me at 325-456-5748.

Thank you,

BRADY METHODIST CHURCH



Sue Owens  
Barbecue Co-Chairman

# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	06/17/2025	<b>AGENDA ITEM</b>	4.C.
<b>AGENDA SUBJECT:</b>	Approval of a request for a noise variance at Brady Lake for Friday, June 20, 2025, 6:00 p.m. until 1:00 a.m. on Sunday, June 22, 2025 for the Annual Bradshaw Family Reunion as requested by Stephanie Bradshaw.		
<b>PREPARED BY:</b>	Tina Keys	<b>Date Submitted:</b>	6/9/25
<b>EXHIBITS:</b>	none		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	\$00.00	
	<b>Amount Budgeted:</b>	\$00.00	
	<b>Appropriation Required:</b>	\$00.00	
<b>CITY MANAGER APPROVAL:</b>			
<b>SUMMARY:</b> Stephanie Bradshaw has requested a noise variance be granted for the Annual Bradshaw Family Reunion to be held at Brady Lake from Friday, June 20, 2026, until 1:00 a.m. on Sunday June 22, 2025.			
<b>RECOMMENDED ACTION:</b> Move to approve noise variance			

We are requesting a noise variance for the Annual Bradshaw Reunion to be held at Brady Lake from Friday June 20, 2025 6:00 p.m. until 1:00 a.m. on Sunday, June 22, 2025.

Thank you,

  
Stephanie Bradshaw

2025 ANNUAL REPORT

GROUNDWATER TREATMENT PLANT  
OPERATION





2022/01/27  
13:57





# WATER PRODUCTION STATISTICS

PRODUCTION FIGURES THROUGH MAY 2025

156,286,000 GAL., GROUNDWATER PUMPED TO GST

153,688,000 GAL., TO DISTRIBUTION

721.9 GAL., NaClO (SODIUM HYPOCHLORITE)

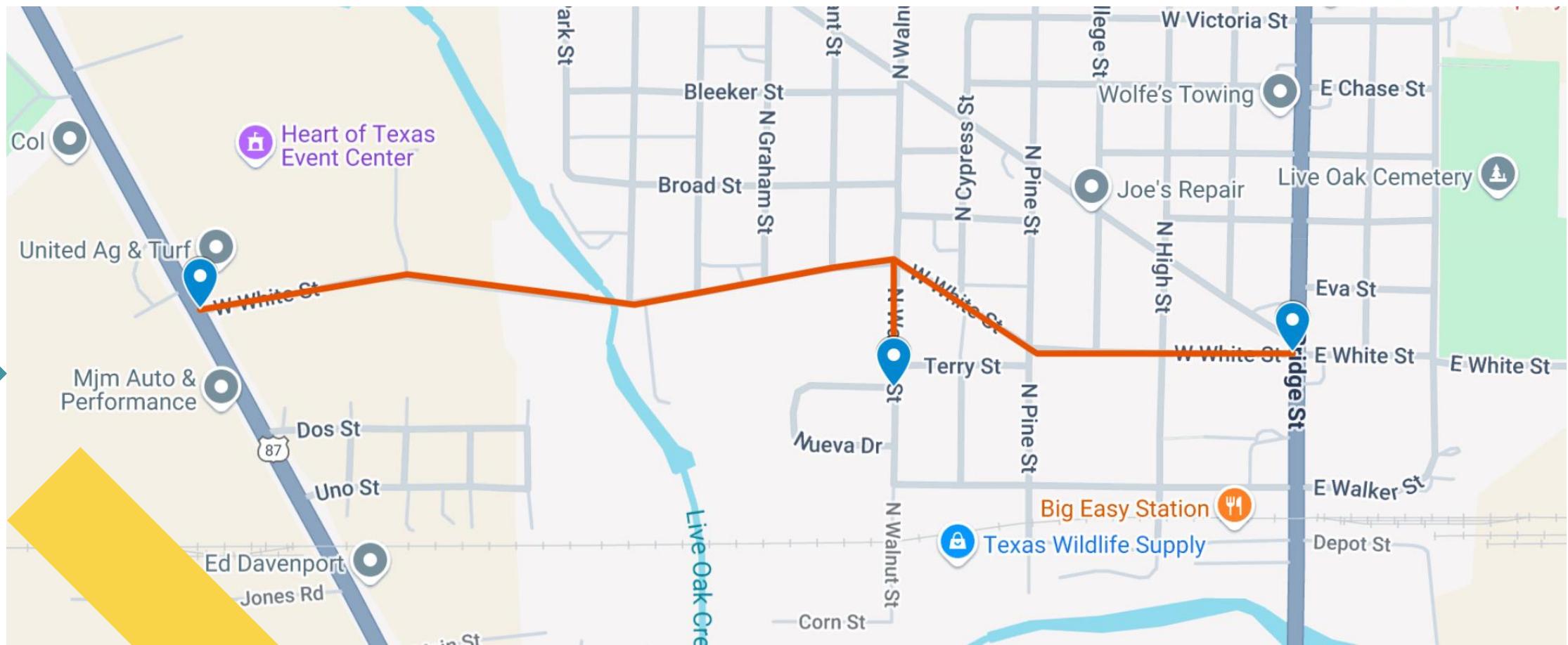
3,716 LBS., GAS CHLORINE (25 BOTTLES)

# QUESTION / COMMENTS

# **2025 Transportation Alternatives Set-Aside (TA)**

TxDOT administers TA funds for locally sponsored bicycle and pedestrian infrastructure projects in communities across the state. On Jan. 3, 2025, the Texas Department of Transportation (TxDOT or the department) announced a statewide Call for Projects for the Transportation Alternatives Set-Aside (TA) program for bicyclist and pedestrian infrastructure and planning.

# 2025 Transportation Alternatives Set-Aside (TA)



# **2025 Transportation Alternatives Set- Aside (TA)**

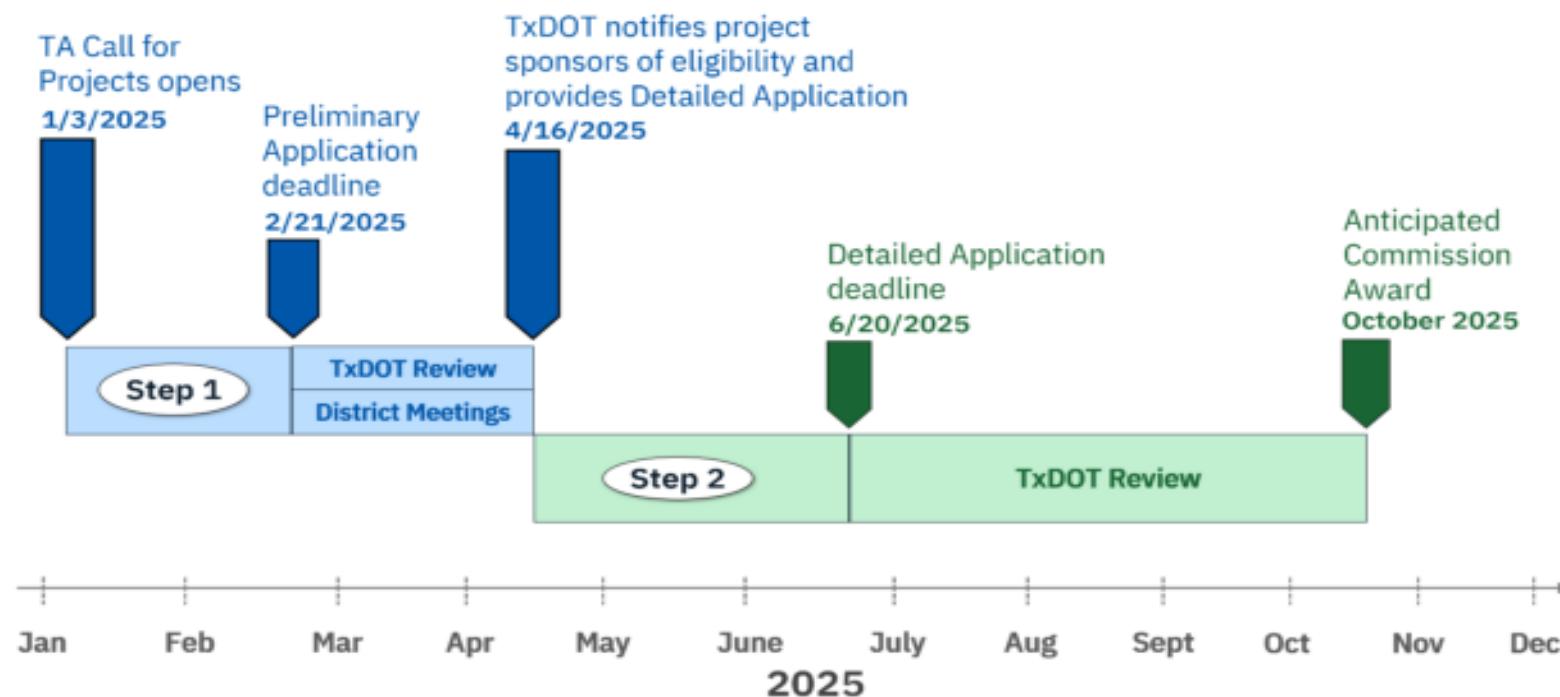
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**JUNE 20, 2025**

**DETAILED APPLICATION DUE**

# 2025 Transportation Alternatives Set-Aside (TA)

Figure 2: 2025 TA Program Call Timeline



# 2025 Transportation Alternatives Set-Aside (TA)

## COMMUNITY BASED Detailed Application

Find more program information in TxDOT's 2025 TA Call for Projects Program Guide

<http://www.txdot.gov/inside-txdot/division/public-transportation/bicycle-pedestrian.html>

*NOTE: All attachments must be submitted in letter-sized (8.5" x 11") format.*

## PROJECT DESCRIPTION

### 5. Project Name

White Street Sidewalk Improvements

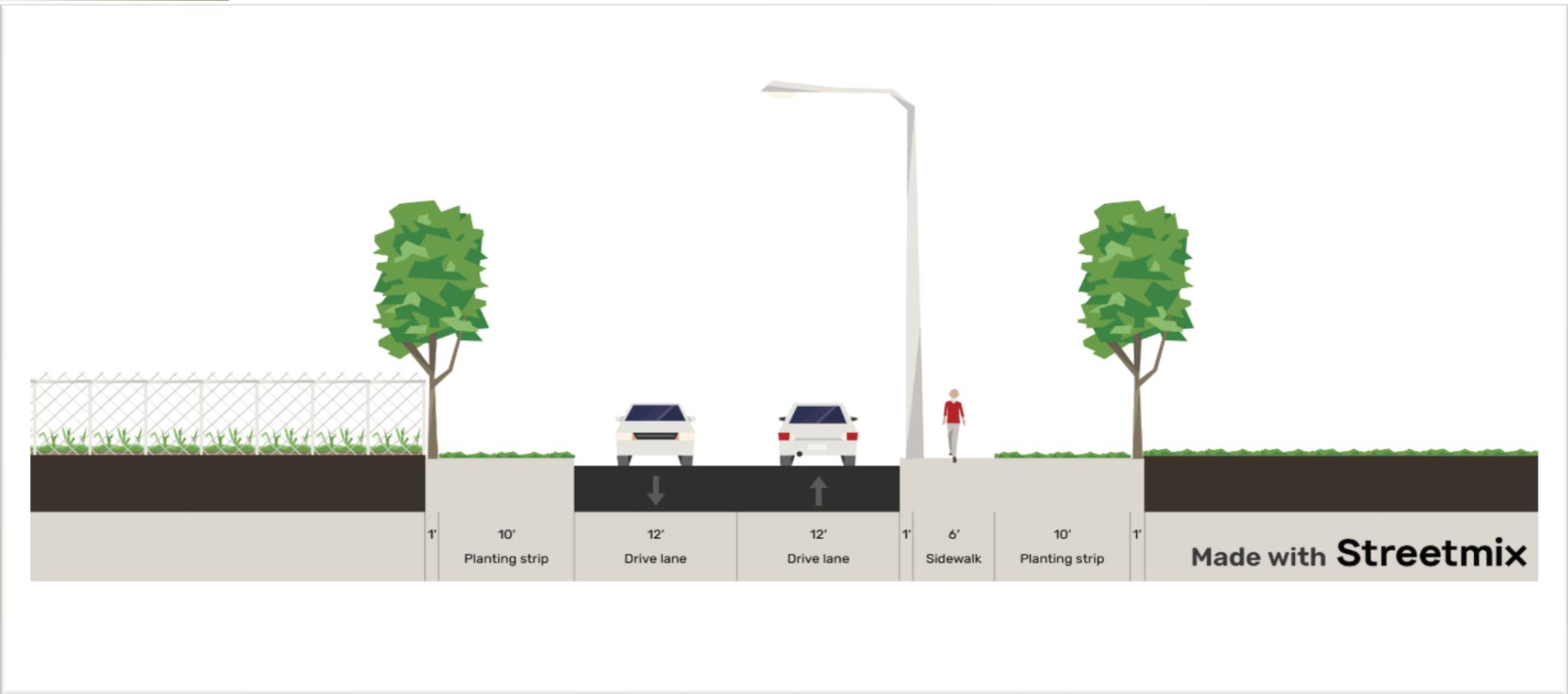
### 6. Project Description *(See Detailed Application Instructions. Description must fit in the space provided.)*

The project will construct a 6-foot-wide pedestrian sidewalk along the south side of W. White St. from US Hwy 87 to US Hwy 377 in Brady, Texas. The project will link 2 existing TxDOT sidewalk improvement projects (along Hwy377N and along Hwy87N). Additionally, a 6-foot-wide sidewalk is proposed along N. Walnut St. from W. White St. to Nueva Dr. The total project length will be roughly 5,000LF of sidewalk. Construction will include ADA accessible ramps, markings, and illumination. A pedestrian bridge will be required in order to cross a tributary of Brady Creek. In Brady, Brady Creek is a topographic feature that defines (in general sense) the north and south sides of town. This proposed sidewalk provides a connection for pedestrians to travel to both sides of the city, thus improving community connectivity.

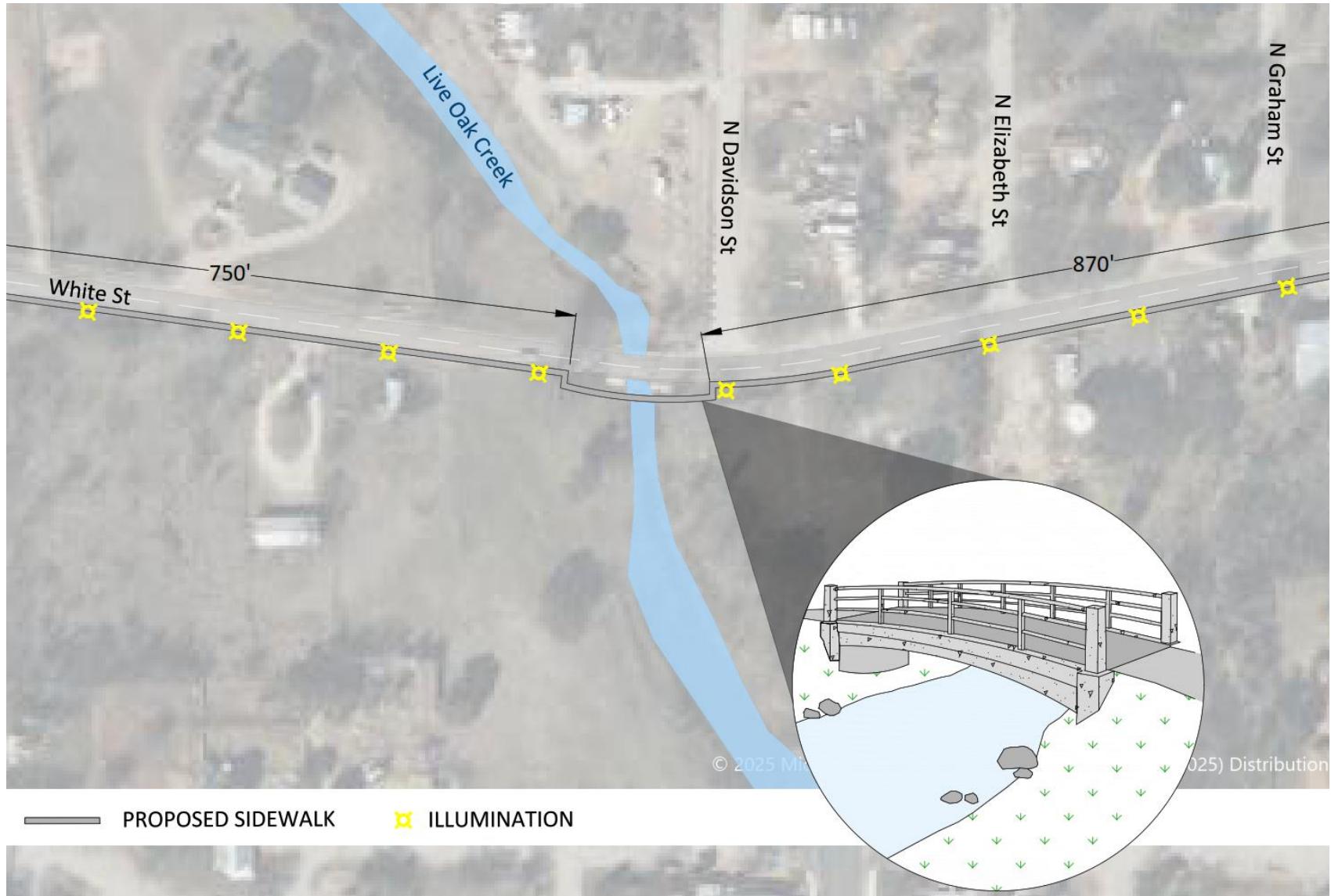
# 2025 Transportation Alternatives Set-Aside (TA)

Primary facility type:	Sidewalks	<input type="button" value="▼"/>	Secondary facility type:	Sidewalks	<input type="button" value="▼"/>
Total length:	4,500.00	feet	Total length:	500.00	feet
Facility width:	6	feet	Facility width:	6	feet
Material depth:	4	inches	Material depth:	4	inches
Surface type/material:	Concrete	<input type="button" value="▼"/>	Surface type/material:	Concrete	<input type="button" value="▼"/>

# 2025 Transportation Alternatives Set-Aside (TA)



# 2025 Transportation Alternatives Set-Aside (TA)



# 2025 Transportation Alternatives Set-Aside (TA)

City of Brady

2025 TA Set Aside Grant Application

TxDOT CSJ No.:

Cost Estimate

Proposed project will construct a 5-foot-wide pedestrian sidewalk along the south side of White St. from US Hwy 87 to US Hwy 377 in Brady, Texas.

The project will link two existing TxDOT sidewalk improvement projects. Additionally, 5-foot-wide sidewalk will be constructed along Walnut St.

June 13, 2025

## Construction Phase - Base Bid Cost Summary

Item 1: Mobilization, Temporary Access and Erosion/Sedimentation Control Measures	\$ 233,350.00
Item 2: White Street Sidewalk (6' x 4,500')	\$ 535,390.00
Item 3: Walnut Street Sidewalk (6' x 500')	\$ 69,575.00
Item 4: Illumination White Street	\$ 564,750.00
Item 5: Illumination Walnut Street	\$ 112,750.00
Item 6: Pedestrian Bridge	\$ 278,400.00
<b>Subtotal:</b>	<b>\$ 1,794,215.00</b>
<b>20% Contingencies:</b>	<b>\$ 358,843.00</b>
<b>Base Bid Subtotal w/ Contingencies:</b>	<b>\$ 2,153,058.00</b>

# City Council

## City of Brady, Texas

### Agenda Action Form

AGENDA DATE:	06-17-2025	AGENDA ITEM	7.A.
AGENDA SUBJECT:	DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE ENGINEERING SERVICES AGREEMENT WITH ENPROTEC / HIBBS & TODD INC. (eHT) ABILENE, TEXAS TO SUPPORT PLANNING, DESIGN AND CONSTRUCTION PHASE SERVICES RELATED TO RURAL WATER ASSISTANCE FUND WATER SYSTEM IMPROVEMENTS; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.		
PREPARED BY:	S. MILLER	Date Submitted:	06-11-2025
EXHIBITS:	eHT Engineering Services Agreement eHT Work Orders No. 001, 002, 003, and 004 Sketches of Projects Limits		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			

#### **SUMMARY:**

The Texas Water Development Board (TWDB) has awarded the City of Brady through the Rural Water Assistance Fund funding to support vital engineering planning, design and construction phase services to develop plans & specifications for water distribution improvements in a portion of the Crothers Add. subdivision and golf course irrigation improvements utilizing well site no. 4 (sketches). TWDB requires specific engineering documents supporting the proposed projects to meet their fund closing requirements. These include the Engineering Services Agreement and itemized engineering Work Orders (Exhibits) as tabulated below.

Work Order No. 001 - Financial Application	<b>\$10,000</b>
Work Order No. 002 - Planning; Permitting; Surveying; Geotechnical; Project Management	<b>\$212,000</b>
Work Order No. 003 – Final Design	<b>\$107,000</b>
Work Order No. 004 – Construction Administration Services; Construction Inspection; Material Testing; Operations & Maintenance Manual	<b>\$365,000</b>
Total W.O. No. 1 -4	<b>\$694,000</b>

**RECOMMENDED ACTION:** Motion: City Council to Authorize the Mayor to Sign & Execute Engineering Services Agreement and Associated Work Orders.

## ENGINEERING SERVICES AGREEMENT

This agreement, effective the \_\_\_\_\_ day of \_\_\_\_\_, 2025, between the **CITY OF BRADY**, (hereinafter referred to as "Owner") and **ENPROTEC / HIBBS & TODD, INC.**, (hereinafter referred to as "Engineer").

### SECTION 1. SERVICES

1.1 Engineer agrees to perform for Owner engineering services for the **RWAF Water System Improvements** as outlined in the written Scope of Services attached to each work order under this Agreement.

1.2 The services to be performed shall not be modified from those detailed in the Scope of Services in each work order unless such modifications are approved in advance in writing and signed by authorized representatives of both Owner and Engineer.

### SECTION 2. RECOGNITION OF RISK

Owner recognizes that environmental, geo-technical and surveying conditions can vary from those encountered at the time and locations where data are obtained by Engineer, and that the limitation on available data may result in some level of uncertainty with respect to the investigation of these conditions, despite the use of due professional care.

If Engineer's services include assessment, identification, or testing services the number of investigations Engineer makes, the number of samples Engineer collects, or the number of tests it performs are necessarily limited by budgetary and time constraints, and observations and samples because they are obtained from a specific geographic location may not exactly represent similar samples or observations in the immediate vicinity. Owner agrees to the amount or level of testing performed and the associated risk. **Engineer does not guarantee that all sources of**

possible environmental condition will be identified, that all contaminants or environmental conditions will be detected/identified, or that requirements, standards, or conditions will not change over time. Any report issued by Engineer will set forth its findings and conclusions based on the limited information available from the observations, investigations, sampling and/or testing conducted under this Agreement. In preparing its report, Engineer may review and interpret information provided by the Owner, third parties, and regulatory agencies and will be entitled to rely on the accuracy of such information, including laboratory results, without performing an independent verification. Engineer may include in its report a Statement of Limitations describing the limits of its investigations and findings and a statement that the report is for the Owner's use only and will not be relied on by any third party, except as expressly agreed in writing by Engineer, and then only at such third party's own risk.

### SECTION 3. LIABILITY

3.1 Engineer represents that the services shall be performed, within the limits described in the Scope of Services, in a manner consistent with the level of care and skill ordinarily exercised by other engineering consultants under similar circumstances.

3.2 No other representations to Owner, expressed or implied, and no warranty or guarantee is included or intended in this agreement or in any report, opinion, or any other document generated by Engineer in the performance of services contracted herein.

3.3 Engineer's liability shall be limited to injury or loss caused by the negligence of Engineer, its subcontractors and/or agents hereunder. Any claims by the Owner shall be initiated within twelve (12) months from the date of the Engineer's final invoice to the Owner under this Agreement.

## **SECTION 4. INFORMATION FROM OWNER**

4.1 Prior to the commencement of services, and continuing thereafter, Owner shall notify Engineer of any possible health or safety hazard existing on or near the site where services are to be or are being performed by the Engineer or its subcontractors.

4.2 Owner shall provide Engineer with all relevant data and information in its possession relating to the Scope of Work, to the site and to the environmental, topographical, and geo-technical conditions of the site and surrounding area. Owner shall correctly show, on plans to be furnished to Engineer, the locations of surface and subsurface structures, such as pipes, tanks, cables and utilities. Owner shall provide Engineer, in writing, all criteria, design and construction standards, and all other information relating to Owner's requirements for the project. Owner shall give Engineer prompt written notice of any suspected defect in Engineer's services.

## **SECTION 5. TERMS OF PAYMENT**

5.1 Owner shall compensate Engineer for its services in the amount and manner as described in attached Exhibit B for each work order approved under this Agreement.

5.2 Unless otherwise stated or agreed to in writing by both parties, Engineer shall invoice Owner at the end of each month for all services performed under the Scope of Services during that month.

5.3 Terms of payment shall be net thirty (30) days after invoice date of a properly prepared and correct invoice by Engineer. Payment shall be considered made when payment checks are received by the Engineer. Engineer's invoice shall be accompanied by such records or other written proof as Owner deems adequate to verify the billings appearing therein and shall be in a form as may be prescribed by Owner.

## **SECTION 6. TAXES**

Engineer assumes full responsibility for payment of all other federal and state taxes of whatever sort, social security and unemployment compensation taxes, withholding taxes, and all other taxes or charges applicable to Engineer's actions, employees, facilities and materials for performing services hereunder or applicable to Engineer's income hereunder.

## **SECTION 7. SITE AND LOCAL CONDITIONS**

7.1 Engineer has the right to examine the site in order to become acquainted with local conditions and accepts conditions at the site unless otherwise noted in writing to Owner. Any coordination or scheduling of work by Owner shall not relieve Engineer from its responsibilities specified hereunder.

7.2 Necessary arrangement for access to any site by Engineer's employees will be made with Owner. Owner reserves the right to withhold, or to withdraw approval for, access to its premises of any person for any reason considered sufficient by Owner. Owner shall promptly notify Engineer in the event access is denied, shall give Engineer a reason for the access denial, and shall make every effort to assist the Engineer in resolution of the concern which prompted the access denial. Unreasonable continued denial of access by the Owner shall result in a breach of this agreement.

## **SECTION 8. INSURANCE**

8.1 Engineer shall carry and maintain in force at all times relevant hereto, at Engineer's expense, insurance of the type and of minimum coverage limits as follows:

1. Workers Compensation - Statutory Employer's Liability - Limits as required by the State of Texas.

2. Comprehensive General Liability, Bodily Injury and Property Damage including contractual liability in a combined single limit - \$1,000,000 per occurrence.

3. Comprehensive Automotive Liability, Bodily Injury and Property Damage in a combined single limit - \$1,000,000 per accident.

8.2 Certificates of insurance in a form acceptable to Owner, evidencing the coverage required above, shall be made available to Owner upon request. In the event any subcontractor is employed, with or without Owner consent, for the services covered in this Agreement, Engineer assumes full responsibility to ensure that the subcontractor's services are covered by the same insurance limits as set forth herein.

#### **SECTION 9. ASSIGNMENT AND SUB-CONTRACTING/THIRD PARTY RIGHTS**

The rights and obligations covered herein are personal to each party hereto and not to any third party and for this reason neither this Agreement nor any contract hereunder shall be assignable by either party in whole or in part.

#### **SECTION 10. NONDISCLOSURE**

If so requested by Owner in writing, Engineer agrees not to disclose to others (a) the fact that Owner purchased or plans to purchase services from Engineer or (b) the results of services performed herein except when such disclosure is necessary to perform services required under this Agreement or as required by law.

#### **SECTION 11. INDEPENDENT CONTRACTOR**

It is understood that all employees engaged under this Agreement are and shall be considered to be the employees of Engineer, and that none of said persons engaged under the Agreement shall be regarded as employees of Owner in any instance.

Further, Engineer alone is responsible for the employment, control, and conduct of its employees. Engineer's relationship to Owner under this Agreement shall be that of an independent contractor and nothing in this Agreement shall be construed to constitute Engineer, or any of its employees, as an agent, associate, joint venturer or partner of Owner.

#### **SECTION 12. DELAYS**

Neither party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the control of either party which could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusual weather affecting performance of services, floods, epidemics, war, riots, strikes, lockouts or other disturbances, protest demonstrations, unanticipated site conditions and instability, which prevent Engineer's ability, after reasonable diligence, to supply personnel, equipment or materials to the work site. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume, as soon as is reasonably possible, the normal pursuit of the services under the Agreement. Delays within the scope of this article which cumulatively exceed forty-five days shall, at the option of either party, make the Agreement subject to termination or renegotiation.

#### **SECTION 13. AUTHORITY**

The parties hereby represent that they have full power and authority to enter into and perform this Agreement and the parties know of no agreements, contracts, promises or undertakings which would prevent the full execution and performance of this Agreement.

#### **SECTION 14. RESERVATION OF RIGHTS**

Owner's or Engineer's waiver of any of its remedies afforded hereunder or by law is without prejudice

and shall not operate to waive any other remedies which such party shall have available to it, nor shall such waiver operate to waive such party's rights to any remedies due to a future breach, whether of a like or different character.

## **SECTION 15. ACTIONS**

15.1 All legal actions by either party shall be brought only in the courts of the State of Texas, sitting in **McCulloch County, Texas**.

15.2 The prevailing party in any such action shall be entitled to recover reasonable attorney's fees.

## **SECTION 16. SEVERABILITY**

In the event that any provision of this Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provisions of this Agreement either void or unenforceable. All provisions which are void or unenforceable shall not substantially affect the rights or obligations granted to or undertaken by either party.

## **SECTION 17. TERMINATION**

17.1 The obligation to provide further services under this Agreement may be terminated by either party upon thirty days written notice in the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

17.2 The Engineer, upon termination, shall be paid for all services rendered through the date of termination together with additional expense and reimbursable expense then due. Termination expenses are in addition to compensation for services and include expenses which are directly

attributable to termination. Payment shall be made in full at time of termination.

## **SECTION 18. NOTICE**

Any notice required under this Agreement will be in writing and given either personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service, addressed to the parties as follows:

If to Owner: City of Brady  
P.O. Box 351  
Brady, Texas 76825-0351  
Tel (325) 597-2152

If to Engineer: Enprotec / Hibbs & Todd, Inc.  
402 Cedar Street  
P. O. Box 3097  
Abilene, Texas 79604  
Tel (325) 698-5560  
Fax (325) 691-0058

All notices shall be effective upon the date of receipt.

## **SECTION 19. ENTIRE AGREEMENT**

This Agreement and the exhibits hereto represent the entire agreement between Owner and Engineer with respect to the subject matter hereof and the services described therein, and supersedes all prior or contemporaneous representations, communications, agreements or understandings, whether oral or written. No changes or modifications shall be made to this Agreement or any exhibit unless reduced to writing which clearly states that it is an amendment or change to this Agreement or the respective agreement, signed by both of the parties hereto.

IN WITNESS WHEREOF, the parties have caused two (2) copies of this Agreement to be executed by duly authorized representatives, as follows:

ENPROTEC / HIBBS & TODD, INC.

## CITY OF BRADY

Keith P. Kindle, P.E.

---

### Signature

6/9/2025

Date

---

## Signature

Date

Keith P. Kindle, P.E.

Printed or Typed Name

## Anthony Groves

Printed or Typed Name

## Vice President

---

**Title**

Mayor

---

**Title**



June 9, 2025

Honorable Mayor Anthony Groves  
City of Brady  
201 E Main  
Brady, Texas 76825

Re: Work Order No. 001 under General Services Agreement  
TWDB-RWAF Water Improvements Project  
Preparation of TWDB Financial Application

Dear Mayor Groves:

The City of Brady has requested Enprotec/Hibbs & Todd, Inc. (eHT) to provide the following engineering services for the City of Brady Rural Water Assistance Fund (RWAF) Water System Improvements Project. The services to be performed in this work order include the preparation of the TWDB Financial Application for the Project and submittal of all copies as detailed in the scope of services shown in Exhibit A (attached). The work is authorized under the terms and conditions of the General Services Agreement (GSA) dated \_\_\_\_\_ between the City of Brady and eHT.

It is hereby recognized by eHT and the City of Brady that the TWDB Financial Application is required to be approved prior to the funding commitment by the TWDB.

Compensation for the requested services shall be on a lump sum basis in the amount of \$10,000.00 in accordance with the TWDB Project Budget. Upon execution, this Work Order authorizes eHT to invoice for the above-referenced services.

Please sign this Work Order, keep a copy for your files, and return a copy to me.

City of Brady, Texas

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

Enprotec/Hibbs & Todd, Inc.

*Keith P. Kindle, P.E.*  
Keith P. Kindle, P.E., Vice President

Date: \_\_\_\_\_

Date: 6/9/2025

Work Order 01

Exhibit "A"

Scope of Services

Attached to and Incorporated into by Reference the Work Order No. 01

1. eHT will prepare a Preliminary Engineering Feasibility Report, Project Budget, Sources and Uses of Funds, Project Schedule, preliminary cost estimates and other supporting data for the completion of the TWDB Financial Application per the requirements under TWDB-0148, Parts D thru G.
2. eHT will complete all of the necessary forms to support the TWDB Financial Application including but not limited to the following listed below.
  - a. TWDB-1201, PEFR and Budget
  - b. WRD-023A, FEP/Scope of Services
  - c. TWDB-1202, Project Draw Schedule
  - d. WRD-253-d, Water Project Information Form
3. eHT will assemble, format, compile and distribute all required copies of the TWDB Financial Application for submittal to the TWDB, City, Financial Advisor, Bond Counsel and others including the submittal of the application in electronic format.



June 9, 2025

Honorable Mayor Anthony Groves  
City of Brady  
201 E Main  
Brady, Texas 76825

Re: Work Order No. 002 under General Services Agreement  
RWAF Water System Improvements Project  
Planning Phase Services

Dear Mayor Groves:

The City of Brady has requested Enprotec/Hibbs & Todd, Inc. (eHT) to provide the following engineering services for the City of Brady Rural Water Assistance Fund (RWAF) Water System Improvements Project. The services to be performed in this work order includes the planning phase services detailed in the scope of services shown in Exhibit A (attached). The work is authorized under the terms and conditions of the General Services Agreement (GSA) dated                    between the City of Brady and eHT.

The compensation for services shall be on a lump sum basis in the amount of \$52,000.00 for Planning, \$25,000 for Permitting, \$40,000 for Surveying, \$20,000 for Geotechnical Services, \$25,000 for Project Management, and \$50,000 for Environmental in accordance with the TWDB Project Budget. Upon execution, this Work Order authorizes eHT to invoice for the above-referenced services.

Please sign this Work Order, keep a copy for your files, and return a copy to me.

City of Brady

Enprotec/Hibbs & Todd, Inc.

---

Anthony Groves, Mayor

*Keith P. Kindle, P.E.*  
Keith P. Kindle, P.E., Vice President

Date: \_\_\_\_\_

Date: 6/9/2025

Attachment: Exhibit A

Work Order 02 Exhibit

“A”

Scope of Services

Attached to and Incorporated into by Reference the Work Order No. 02

I. Preliminary Engineering Phase

The Preliminary Engineering Phase shall consist of the tasks described below:

1. Planning Phase - During the Planning Phase eHT shall:

- 1.1 Conduct a Project Kickoff Meeting. Meeting shall include key members of eHT's Project Team and the City of Brady. The meeting shall focus on the scope of work, schedule, deliverables, protocols for communication throughout the project, and coordination on initial data collection activities.
- 1.2 Develop schematics of the proposed water system improvements and develop a conceptual plan for meeting short- middle- and long-term treatment and distribution needs.
- 1.3 Provide background documentation on the conceptual treatment and distribution alternatives proposed including installation lists, references, operational requirements, and maintenance costs.
- 1.4 Develop conceptual design of the treatment and distribution system improvements in order to prepare construction funding applications for each construction package.
- 1.5 Prepare an Engineering Feasibility Report for TWDB review and approval, in accordance with TWDB- 0556.

II. Geotechnical Investigations

- 2.1 Perform soil borings at the proposed treatment and distribution system improvement locations as necessary. Provide the results of geotechnical investigations in the bound report, sealed by an engineer licensed to practice in Texas.

III. Surveying

- 3.1 Perform topographic surveying for the treatment and distribution system as necessary for design purposes.
- 3.2 Provide site acquisition assistance, as necessary.

IV. Project Management Services

4. Project Management - eHT will:

- 4.1 Prepare TWDB Monthly Reports and Updates.
- 4.2 Coordinate planning, permitting, environmental, design and construction phases of the water system improvements project.

- 4.3 Assist with the Outlay Report Process (quarterly and monthly).
- 4.4 Maintain and monitor the TWDB Sources and Uses Budget, including the preparation of amendments and final project expenses.
- 4.5 Prepare TWDB Reports, Forms or other routine Program Requirements associated with the DWSRF program.
- 4.6 Coordinate and prepare communication items as necessary with the TWDB staff.

V. Environmental Services:

5. Environmental Services - During Environmental Services Support eHT shall:
  - 5.1 Prepare proposed project descriptions and graphics necessary to obtain environmental approval of regulatory agencies. This is required to obtain environmental compliance, which is required prior to obtaining design and construction funding for the proposed project improvements. This task also includes coordination with local, state and federal agencies, as identified in the TWDB's guidance document for developing a Categorical Exclusion (CE) or Environmental Information Document (EID), TWDB-0803.
  - 5.2 Develop CE/EID documents, in conformance with TWDB's guidance document TWDB-0803. This document will include a description of proposed improvements at each potentially disturbed site in the project, associated graphics of proposed improvements, discussion of compliance with the Endangered Species Act and the Historical Preservation Act, as well as a discussion of any anticipated geological, archaeological, biological and socio-economical impacts to the community from completing the proposed project.
  - 5.3 Review the draft CE/EID documentation with City of Brady, if required.
  - 5.4 Incorporate City's review comments into a revised CE/EID. Submit the revised CE/EID to TWDB for review and approval.
  - 5.5 Assist City in responding to TWDB questions and/or comments on the CE/EID documentation during review by the TWDB.
  - 5.6 Incorporate TWDB review comments (if any) and submit a final copy of the approved CE/EID to the City for their records.

VI. Additional Services Not Requiring Written Authorization.

- 6.1 Services in connection with Work Change Directives and Change Orders to reflect changes requested.
- 6.2 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
- 6.3 Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

- 6.4 Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- 6.5 Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by prior to Substantial Completion.
- 6.6 Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.



June 9, 2025

Honorable Mayor Anthony Groves  
City of Brady  
201 E Main  
Brady, Texas 76825

Re: Work Order No. 003 under General Services Agreement  
RWAF Water Improvements Project  
Design and Bidding Phase Services

Dear Mayor Groves:

The City of Brady has requested Enprotec/Hibbs & Todd, Inc. (eHT) to provide the following engineering services for the Rural Water Assistance Fund (RWAF) Water System Improvements Project. The services to be performed in this work order are detailed in the scope of services shown in Exhibit A (attached). The work is authorized under the terms and conditions of the General Services Agreement (GSA) dated \_\_\_\_\_ between the City of Brady and eHT.

The compensation for services shall be on a lump sum basis in the amount of \$107,000.00 for Final Design in accordance with the TWDB Project Budget. Upon execution, this Work Order authorizes eHT to invoice for the above-referenced services.

Please sign this Work Order, keep a copy for your files, and return a copy to me.

City of Brady, Texas

Enprotec/Hibbs & Todd, Inc.

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

*Keith P. Kindle, P.E.*

Keith P. Kindle, P.E., Vice President

Date: \_\_\_\_\_

Date: 6/9/2025

Attachment: Exhibit A

Work Order 03

Exhibit A

Scope of Services

Attached to and Incorporated into by Reference the Work Order No. 03

I. Design Phase: The Design Phase shall consist of the tasks described below.

1. Final Design Phase - During the Final Design Phase eHT shall:

- 1.1 Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.
- 1.2 Provide technical criteria, written descriptions, and design data for use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist City of Brady in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
- 1.3 Advise City of Brady of any adjustments to the OPCC known to eHT.
- 1.4 Perform or provide the following additional Final Design Phase tasks or deliverables:
  - a. 50% Complete Draft Plans and Specifications
  - b. 95% Complete Draft Plans and Specifications and Bidding Documents
  - c. 100% Complete Draft Plans and Specifications and Bidding Documents
- 1.5 Prepare and furnish Bidding and contract documents for review by The City of Brady, its legal counsel, and other advisors, and assist in the preparation of other related documents. Within fifteen calendar days of receipt, the City of Brady shall submit to eHT any comments and instructions for revisions.
- 1.6 Revise the Bidding Documents in accordance with comments and instructions from the City of Brady, as appropriate, and submit two (2) final hard copies and one (1) final digital copy of the Bidding Documents, a revised OPCC, and any other deliverables to the City of Brady within thirty (30) calendar days after receipt of the City of Brady's comments and instructions.

II. Bidding or Negotiating Phase

1. After acceptance by the City of Brady of the Bidding Documents and the most recent opinion of probable Construction Costs as determined in the Final Design Phase and upon written authorization by the City of Brady to proceed, Engineer shall:
  - 1.1 Advertise for and obtain bids or proposals on behalf of the City of Brady for the Work and, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.
  - 1.2 Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
  - 1.3 Provide information or assistance needed by the City of Brady during any negotiations with prospective contractors.

- 1.4 Consult with the City of Brady as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
- 1.5 Attend the Bid opening, prepare Bid tabulation sheets, and assist the City of Brady in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

### III. Additional Services Not Requiring Written Authorization

- 3.1 Services in connection with Work Change Directives and Change Orders to reflect changes requested by the City of Brady.
- 3.2 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
- 3.3 Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- 3.4 Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- 3.5 Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by the City of Brady prior to Substantial Completion.
- 3.6 Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

### IV. Additional Services Requiring Written Authorization in Advance

4. If authorized in writing by the City of Brady, eHT shall furnish or obtain from others Additional Services of the types listed below.
  - 4.1 Preparation of applications and supporting documents (except those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  - 4.2 Services to make measured drawings or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the City of Brady or others.
  - 4.3 Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by eHT or its design requirements including, but not limited to, changes in size, complexity, the City of Brady's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the GSA or are due to any other causes beyond eHT's control.

- 4.4 Services required as a result of the City of Brady providing incomplete or incorrect Project information to eHT.
- 4.5 Providing renderings or models for the City of Brady's use.
- 4.6 Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting the City of Brady in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by the City of Brady.
- 4.7 Furnishing services of eHT's Consultants for other than Basic Services.
- 4.8 Services attributable to more prime construction contracts than specified in the GSA.
- 4.9 Services during out-of-town travel required of eHT other than for visits to the Site or the City of Brady's offices.
- 4.10 Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by the City of Brady; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- 4.11 Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
- 4.12 Preparing to serve or serving as a consultant or witness for the City of Brady in any litigation, arbitration, or other dispute resolution process related to the Project.
- 4.13 Providing more extensive services required to enable eHT to issue notices or certifications requested by the City of Brady.
- 4.14 Other services performed or furnished by eHT not otherwise provided for in the GSA.



June 9, 2025

Honorable Mayor Anthony Groves  
City of Brady  
201 E Main  
Brady, Texas 76825

Re: Work Order No.004 under General Services Agreement  
TWDB-RWAF Water Improvements Project  
Construction ad Post-Construction Phase Services

Dear Mayor Garcia:

The City of Brady has requested Enprotec/Hibbs & Todd, Inc. (eHT) to provide the following engineering services for the Rural Water Assistance Fund (RWAF) Water System Improvements Project. The services to be performed are detailed in the scope of services shown in Exhibit A (attached). The work is authorized under the terms and conditions of the General Services Agreement (GSA) dated \_\_\_\_\_ between the City of Brady and eHT.

The compensation for services shall be on a lump sum basis in the amount of \$65,000.00 for Construction Administration Services, \$250,000.00 for Construction Inspection Services, \$40,000.00 for Construction Materials Testing Services, and \$10,000.00 for development of an Operations & Maintenance (O&M) Manual in accordance with the TWDB Project Budget. Upon execution, this Work Order authorizes eHT to invoice for the above-referenced services.

Upon execution, this Work Order authorizes eHT to proceed with the above-referenced services and invoice for the services on a monthly basis as the services are completed.

Please sign this Work Order, keep a copy for your files, and return a copy to me.

City of Brady, Texas

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

Enprotec/Hibbs & Todd, Inc.

Keith P. Kindle, P.E.  
Keith P. Kindle, P.E., Vice President

Date: \_\_\_\_\_

Date: 6/9/2025

Attachment: Exhibit A

Work Order No. 4

Exhibit "A"

Scope of Services

Attached to and Incorporated into by Reference the Work Order No. 04

I. Construction Phase – eHT shall:

- 1.1 Consult with the City of Brady and act as the City of Brady's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of the City of Brady's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of The City of Brady in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.
- 1.2 Assist the City of Brady in the selection of an independent testing laboratory to perform construction materials testing services.
- 1.3 Participate in one or more Pre-Construction Conferences prior to commencement of Work at the Site.
- 1.4 Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- 1.5 As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
- 1.6 In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep the City of Brady informed of the progress of the Work.
  - b. The purpose of Engineer's visits at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for the City of Brady

a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

- 1.7 Engineer will have the authority to reject Contractor's Work while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. However, neither Engineer's authority to reject Work nor Engineer's decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
- 1.8 Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- 1.9 Recommend Change Orders and Work Change Directives to the City of Brady, as appropriate, and prepare Change Orders and Work Change Directives as required.
- 1.10 Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- 1.11 Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- 1.12 Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

1.13 Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by the City of Brady or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to the City of Brady or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

1.14 Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to the City of Brady, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to the City of Brady free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between the City of Brady and Contractor that might affect the amount that should be paid.

1.15 Receive, review, and transmit to the City of Brady maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.

- 1.16 Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company of Contractor and on behalf of the City of Brady, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of the City of Brady, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to the City of Brady and Contractor.
- 1.17 Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in written form that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- 1.18 The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction-Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.
- 1.19 Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

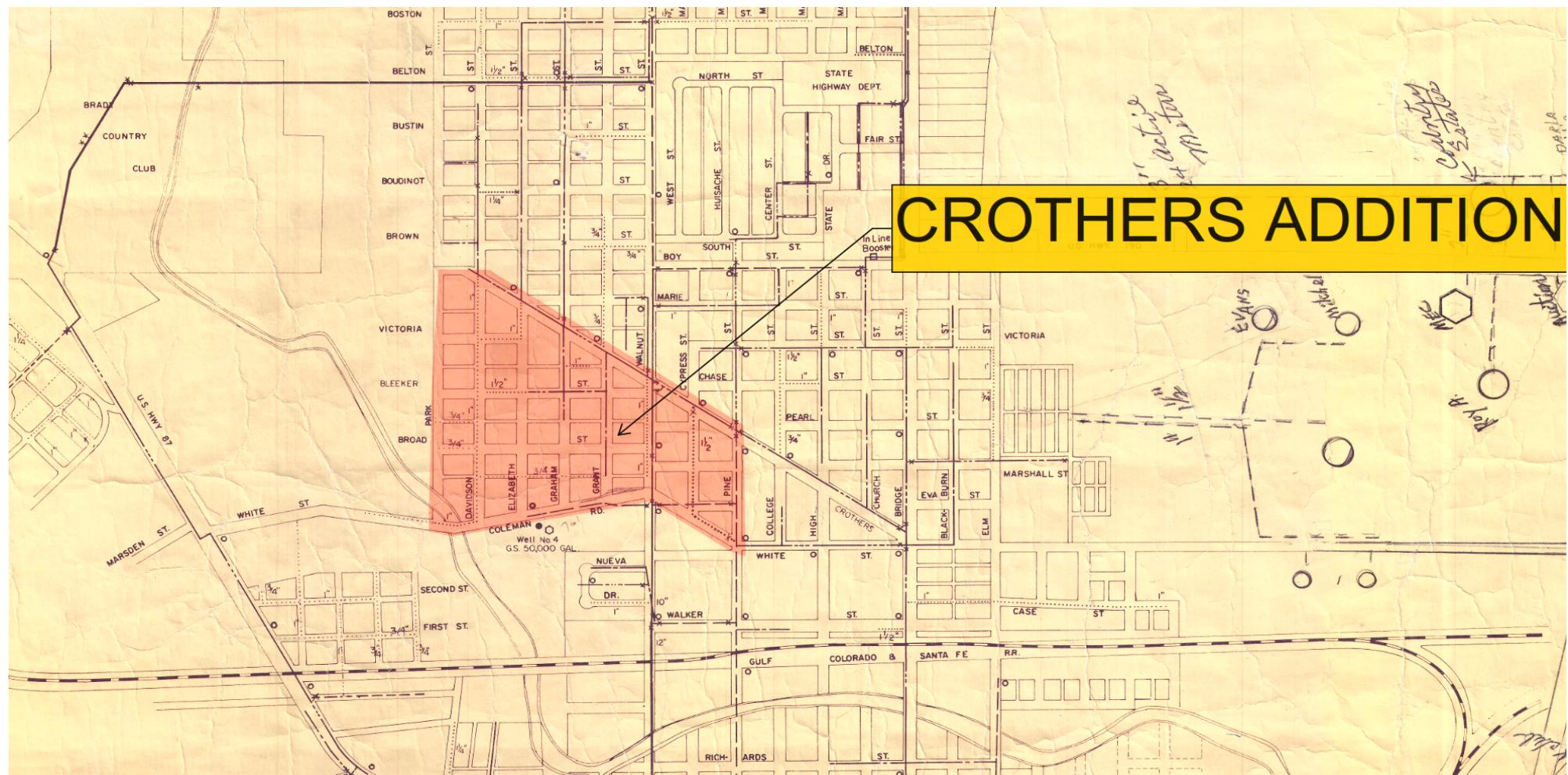
II. Post-Construction Phase – eHT shall:

- 2.1 Provide assistance in connection with the operational start-up and adjusting of Project equipment and systems.
- 2.2 Prepare a Plan of Operations for the proposed treatment and collection system improvements (O&M Manual), and assist the City of Brady in training the City of Brady's staff to operate and maintain Project equipment and systems.
- 2.3 Assist the City of Brady in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
- 2.4 Assist the City of Brady with regulatory support associated with new operational record keeping for Project treatment system.
- 2.5 Together with the City of Brady, visit the Project to observe any apparent defects in the Work, assist the City of Brady in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
- 2.6 In company with the City of Brady or the City of Brady's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

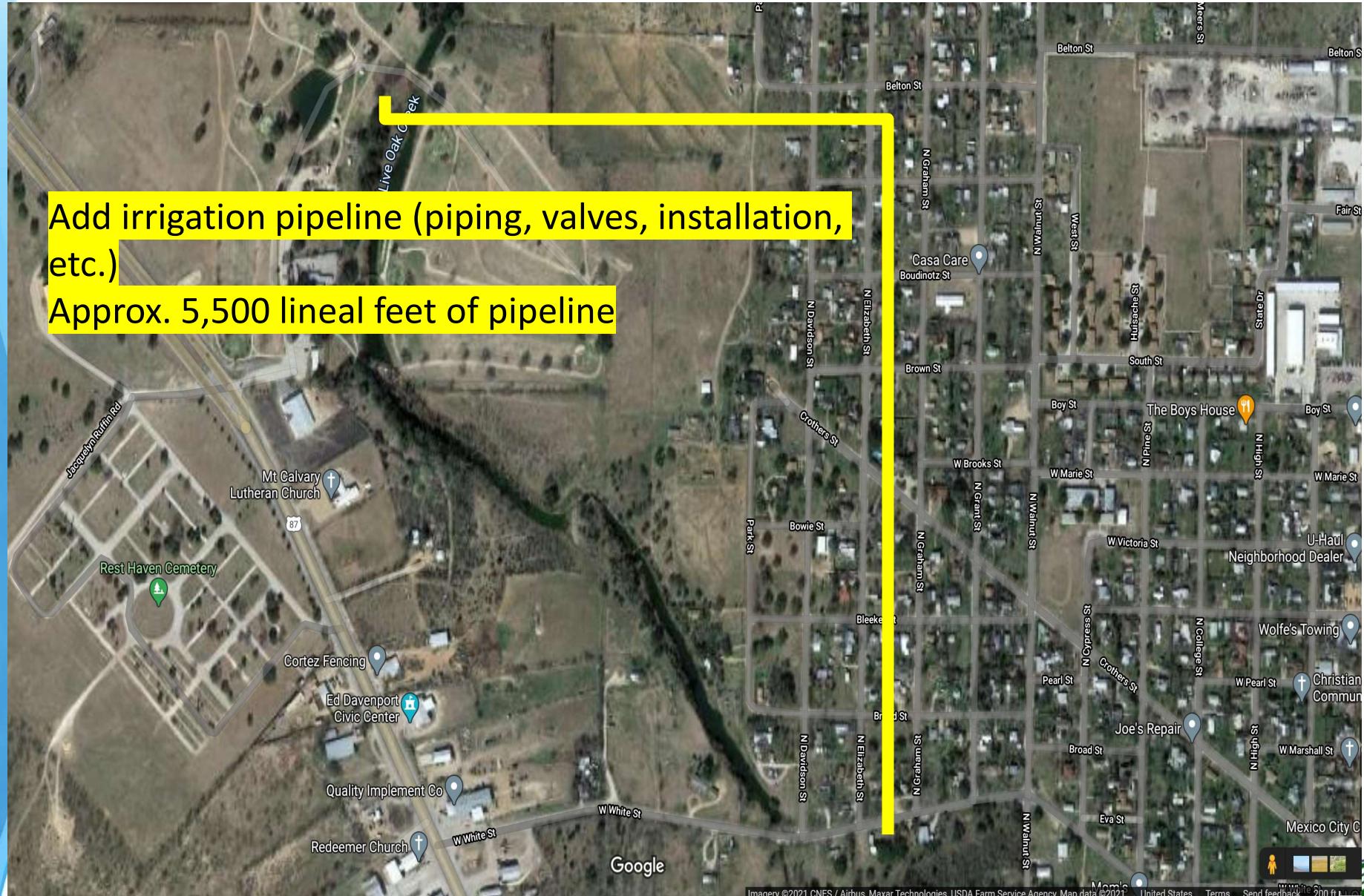
III. Additional Services Not Requiring the City of Brady's Written Authorization.

- 3.1 Services in connection with Work Change Directives and Change Orders to reflect changes requested by the City of Brady.

- 3.2 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
- 3.3 Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- 3.4 Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- 3.5 Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by the City of Brady prior to Substantial Completion.
- 3.6 Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the work.



# Use Well No. 4 for Irrigation



# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	6-17-25	<b>AGENDA ITEM</b>	7.B.
<b>AGENDA SUBJECT:</b>	Discussion, consideration, and possible action approving Resolution 2025-015 authorizing the engagement of Bickerstaff Heath Delgado Acosta as public finance counsel to the City.		
<b>PREPARED BY:</b>	Lisa McElrath	<b>Date Submitted:</b>	6-12-25
<b>EXHIBITS:</b>	Resolution 2025-015 Engagement Letter		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	\$00.00	
	<b>Amount Budgeted:</b>	\$00.00	
	<b>Appropriation Required:</b>	\$00.00	
<b>CITY MANAGER APPROVAL:</b>			
<b>SUMMARY:</b>			
<p>The City of Brady has received a Grant funding commitment from the Texas Water Development Board (TWDB) through the Rural Water Assistance Fund (RWAF) in an amount of \$4,226,000.</p> <p>FY2025 budget figures indicate that there is available fund balance to support the required matching funds of \$475,000 to support the total project cost of \$4,701,000 that would improve water lines in the Crother's addition and irrigation to the municipal golf course.</p> <p>The TWDB requires that counsel be engaged for each transaction, including grants.</p>			
<b>RECOMMENDED ACTION:</b>			
<p><b>Mayor:</b> Move to approve Resolution 2025-015 authorizing the Mayor as a Designated Representative of the City, to execute an agreement with Bickerstaff Heath Delgado Acosta as public finance counsel to the City.</p>			

**RESOLUTION AUTHORIZING HIRING OF  
PUBLIC FINANCE COUNSEL ON A CONTINGENCY FEE BASIS**

**THE STATE OF TEXAS** §  
**COUNTY OF McCULLOCH** §  
**CITY OF BRADY** §

**WHEREAS**, the City of Brady, Texas (“City”) has a substantial need for legal services in connection with completing the financing to be provided by the Texas Water Development Board from the Rural Water Assistance Fund (RWAF) for certain improvements to its water system (the “Financing”);

**WHEREAS**, City does not have staff with the specialized experience that would lend itself to an efficient closing on the Financing in a manner that best serves the City’s interests;

**WHEREAS**, the legal services that are required to complete the Financing are customarily provided on a contingent fee basis and therefore, such services cannot be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees without regard to the outcome of the legal matter; and

**WHEREAS**, the Council has duly posted written notice of its consideration of the decision to hire BHDA in accordance with Section 2254.2036 of the Texas Government Code.

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

**Section 1.** The preceding recitals are incorporated herein in full as findings of the City Council of the City of Brady.

**Section 2.** Bickerstaff Health Delgado Acosta LLP (“BHDA”) is hereby retained by the City Council on behalf of the City and is formally engaged and hired to provide legal counsel and related professional and personal services in connection with the Financing and with the terms of such services stated in the contract for legal services (“Engagement Agreement”), which is hereby approved in substantially the form of the attached **Exhibit 1**.

**Section 3.** The Mayor of the City is authorized and directed to execute the Engagement Agreement on behalf of the City.

*[The remainder of this page intentionally left blank.]*

PASSED AND APPROVED this 17th day of June, 2025.

---

Anthony Groves, Mayor  
City of Brady, Texas

ATTEST:

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Tina Keys, City Secretary  
City of Brady, Texas

[CITY SEAL]

[SIGNATURE PAGE – HIRING RESOLUTION]

**EXHIBIT 1**

**(Engagement Agreement for Legal Services)**

June 17, 2025

The Honorable Anthony Groves  
Mayor  
City of Brady  
201 E Main Street  
P.O. Box 351  
Brady, TX 76825

RE: Legal Services Agreement

Dear Mayor Groves:

This letter is submitted to state our fees and describe the legal services of the undersigned law firm in performing the duties as legal counsel for the City in connection with certain financing to be provided by the Texas Water Development Board from the Rural Water Assistance Fund (RWAF) for improvements to the City's water system, identified as Project No. 21852 (the "Project").

Generally, we will perform all usual and necessary legal services as public finance counsel in connection with the authorization, issuance, and delivery of any debt obligations purchased (each, an "Obligation") and grants (each, a "Grant") made by the TWDB in connection with the Project (together, the "Financing"). Specifically, we will prepare and direct the legal proceedings, and perform the other necessary legal services with reference to the authorization, issuance of obligations and closing on any grants. Such services include the following:

1. Prepare all resolutions, ordinances, notices and other instruments pursuant to which each Obligation and Grant will be authorized, issued, delivered and secured, in cooperation and upon consultation with the City Council, its consultants, and other legal and financial advisors and consultants of the City.
2. Attend meetings of the City Council with reference to the authorization and issuance of the Obligations to the extent required or requested.
3. Cooperate with the City Council and all other interested parties in the sale of the Obligations to the purchasers.
4. Submit bond transcript to the Attorney General for approval.
5. Supervise the execution of the Obligations and the delivery thereof to the purchasers.

6. Supervise the execution of Grants and the financial close on such Grants.
7. Prepare documents for closing, provide instructions and advice for closing, and attend closing.
8. When the Obligations are issued, we will give our approving opinion covering the validity of the Obligations, the status of the refunded obligations, if any, and the exemption of interest thereon from federal income taxes, it being understood that the approving opinion will be fully acceptable nationally in regular commercial investment banking bond marketing channels.

The fee covering the legal services of this firm, as bond counsel, for the issuance of the Obligations, is as follows:

*New Money Obligations*

\$12,000 for the first million dollars of Obligations; and  
\$1.00 per \$1,000 of Obligations thereafter.

\$12,000 minimum fee.

*Refunding Obligations*

\$13,000 for the first million dollars of Obligations;  
\$1.00 per \$1,000 of Obligations thereafter.

\$13,000 minimum fee.

The fee covering the legal services of this firm, as grant counsel, is as follows:

Fixed fee of \$10,000.

Also, we would expect to be reimbursed for our actual out-of-pocket expenses reasonably and necessarily incurred in connection with the authorization, issuance, and delivery of such Obligations, *i.e.*, travel, overnight delivery service, photocopies, outgoing facsimile transmissions, courier, Form 8038G preparation, and the Attorney General's filing fee. Our standard terms of engagement and a list of client costs advanced are enclosed.

The foregoing legal services as bond counsel do not include any direct responsibility for the "disclosure obligations" owed to the investing public under the federal securities laws and the various state securities laws, and this is to state that our engagement is not that broad. We will, however, provide assistance the City in identifying what the City's responsibility is in meeting its continuing disclosure responsibilities.

Your financial advisor will be responsible for the preparation of an Official Statement or any other disclosure document with respect to the Obligations. While we are not responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, our responsibility will include the preparation or review of any description within the Official Statement of: (i) federal law pertinent to the validity of the Obligations and the tax treatment of interest paid on the Obligations, (ii) the terms of the Obligations, and (iii) our opinion.

Our fees and expenses in connection with the issuance of the Obligations will be payable at the time of the delivery of and payment for the Obligations, but our fees for these services are wholly contingent upon the actual issuance of the Obligations. Should the Obligations not be issued, the City would be responsible only for payment of the costs of any newspaper publications or translation services incurred.

The fees discussed herein do not apply in litigation work in reference to the Obligations or matters separate from the actual issuance of debt. The scope of any litigation representation or other work assigned by the City and the rates and fees in respect to these services shall be agreed upon between the City and the undersigned prior to the initiation of services and will be billed monthly.

The arrangement set out in this letter may be terminated by either the firm or the City at any time on 30 days written notice to the other party.

If the arrangement proposed herein is satisfactory, please indicate acceptance hereof by signing the acceptance clause below and return one copy of this letter to the undersigned.

Respectfully submitted,

BICKERSTAFF HEATH DELGADO ACOSTA LLP



Gregory D. Miller

The Honorable Anthony Groves  
City of Brady, Texas  
June 17, 2025

Page 4

ACCEPTED this the \_\_\_\_\_ day of June 2025.

CITY OF BRADY, TEXAS

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

Name: Anthony Groves \_\_\_\_\_

Title: Mayor \_\_\_\_\_

## **STANDARD TERMS OF ENGAGEMENT**

This statement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file.

### **1. The Scope of Our Work**

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly. We will provide services related only to matters as to which we have been specifically engaged.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

### **2. Fees For Legal Services**

Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill requested to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and paralegals who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified.

### **3. Other Charges**

All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your monthly statement. We have enclosed a description of the most common expenses.

### **4. Billing Procedures and Terms of Payment**

Our fee is contingent upon the closing and delivery of the obligations.

If you have any question or disagreement about any statement that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

5. Termination of Services

You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent. Additionally, in the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the then status of your matter. No termination shall relieve you of the obligation to pay fees and expenses incurred prior to such termination.

6. Retention of Documents

Although historically we have attempted to retain for a reasonable time copies of most documents generated by this Firm, we are not obligated to do so, and we hereby expressly disclaim any responsibility or liability for failure to do so. You must ultimately retain all originals and copies you desire among your own files for future reference.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America. Venue of any case or controversy arising under or pursuant to this Agreement shall be in Travis County, Texas, United States of America.

8. Questions

If you have any questions from time to time about any aspect of our arrangements, please feel entirely free to raise those questions. We want to proceed in our work for you with a clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters mentioned in this memorandum.

**Client Costs Advanced**  
**Bickerstaff Heath Delgado Acosta LLP**

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

**Not Charged**

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

**Delivery Services**

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

**Postage**

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

**Copies and Prints**

Our standard rate for black and white copies and prints made by firm personnel is \$0.15 per page. Color copies and prints are charged at a standard rate of \$0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

**Phone Charges**

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

**Travel**

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

**Maps**

Maps produced in conjunction with a project will be billed at \$50 for each 34 x 44 inch map and \$20 for each smaller map, plus cost (time fees) for preparation.

**Other Expenses**

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

## **NOTICE FOR HIRING PUBLIC FINANCE COUNSEL**

The City of Brady (“City”) will be considering the approval of a contingent fee contract for legal services (“Legal Services Contract”) with Bickerstaff Heath Delgado Acosta LLP (“BHDA”) at the regular meeting of the Council of the City to be held on June 17th, 2025, at 6:00 p.m. at 207 S. Elm Street, Brady, Texas. The approval of the Legal Services Contract will be considered in connection with the City’s application for and receipt of financing from the Texas Water Development Board from the Rural Water Assistance Fund (RWAF) for certain water improvements (such public securities and grants together hereafter, the “TWDB Financing”).

Specialized legal services are required to complete the TWDB Financing and the City does not have legal staff with the particular experience that lends itself to an efficient financial transaction that best serves the needs of the City. The City is considering engaging BHDA under a contingent fee contract which is the type of contract that is customary for legal services of the type required for the TWDB Financing. Because specialized legal representation is needed for the efficient completion of the TWDB Financing and such services are typically provided on a contingent fee rather than hourly basis, and because BHDA is qualified, competent, and experienced in such legal matters, the engagement of BHDA in connection with the TWDB Financing is in the best interests of the City.

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

<b>AGENDA DATE:</b>	06/17/2025	<b>AGENDA ITEM</b>	7.C.
<b>AGENDA SUBJECT:</b>	Discussion regarding developing terms of lease agreement for G. Rollie White.		
<b>PREPARED BY:</b>	T. Keys	<b>Date Submitted:</b>	6/12/25
<b>EXHIBITS:</b>			
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	\$0.00	
	<b>Amount Budgeted:</b>	\$0.00	
	<b>Appropriation Required:</b>	\$0.00	
<b>CITY MANAGER APPROVAL:</b>			
<b>SUMMARY:</b>  City Council approved leasing the G. Rollie White Complex to Heather Myles. A lease agreement needs to be drawn up. Staff is requesting Council's input on direction and parameters of lease agreement.			
<b>RECOMMENDED ACTION:</b> Direct staff as desired			

CITY OF BRADY, G. ROLLIE WHITE COMPLEX  
LEASE AGREEMENT

This Lease Agreement (this Agreement), made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the City of Brady (CITY), a political subdivision of the State of Texas (FACILITY), and \_\_\_\_\_ whose address is \_\_\_\_\_ (RENTER), includes the following terms:

1. Representatives of Parties. The City of Brady is acting through the duly authorized City Manager (The Manager), or the City Manager's designated representative, of the G. Rollie White Complex (the Complex) who, unless otherwise provided herein, is the sole person authorized to bind the CITY to this Agreement or any modification thereto. RENTOR designates \_\_\_\_\_, as RENTER's duly authorized representative empowered to enter into this Agreement and any modifications. Unless otherwise notified in writing by RENTOR, the CITY shall have no obligation to deal with any other representative of RENTOR with respect to the subject matter of this Agreement.

2. Licensed Space. Subject to the terms and provisions of this Agreement, the CITY hereby grants to RENTER the right to enter and use those portions of the Complex identified on Exhibit "A" and incorporated herein for all purposes (the "Agreement"). RENTER and its patrons, customers, guests, employees, and agents shall not have the right to enter upon any portion of the Complex not so identified in the Exhibit "A" and the CITY shall have the right to exclude all such persons from such unlicensed areas at all times. Failure of any such persons to abide by the CITY directives to vacate unlicensed areas shall be grounds for immediate termination of this Agreement.

**Commented [JS1]:** This needs to be developed and presented. I propose we exclude the areas occupied and adjacent to the barns used by 4-H.

3. Restrictions. The Agreement granted hereunder is subject to all terms, conditions and restrictions set forth in this Agreement and in the Complex's Procedures and Guidelines attached hereto and incorporated herein by reference for all purposes. Any violation or disregard of any of the terms, conditions or restrictions set forth herein shall be grounds for immediate revocation of the Agreement, and cancellation of any or all Events, by the Manager.

**5. Fee Terms.....**

**Commented [JS2]:** This is entirely up to council to lead / guide.

6.1 Terms of the lease are: This lease shall commence on the effective date and be in effect for the period of ten (10) years and is subject to be renewed for an additional ten (10) years but this contract can be modified by the parties prior to renewal.

**7. Liability for Damages. This needs to be defined....**

8. Insurance. RENTER at its sole cost and expense, shall obtain liability insurance coverage providing the types of coverage, minimum limits of liability and covering itself and the additional insured(s) specified in Exhibit "C", attached hereto and incorporated

herein for all purposes. An original, signed certificate of insurance meeting the requirements of this paragraph must be delivered to the CITY not later than THIRTY (30) days prior to commencement of the event. Failure to timely comply with this requirement shall authorize the CITY to cancel this agreement and to re-license use of the Licensed Space.

9. Indemnity. Except for any matters over which RENTER retains exclusive control during the Event, RENTER agrees to and shall indemnify, save and hold the CITY harmless against all claims, demands, suits, costs and expenses, including reasonable attorney's fees, arising out of or in a way connected with staging of the Event, including but not limited to, any property damage, personal injury or death sustained by anyone coming upon the Complex premises as a result of or for the purpose of attending the Event. This Indemnity and Hold Harmless Agreement shall apply whether such loss, injury or damage is caused in part by the Complex, the CITY, its officers, directors or employees, unless caused by their gross negligence and/or willful misconduct. It is the express interest of the parties of that, by the terms hereof, the Complex and the CITY may be indemnified for the consequences of its own negligence (other than gross negligence).

10. Compliance with Laws, Rules and Regulations. RENTER and its officers, directors, employees, agents, patrons, customers and guests and anyone coming upon the Complex premises as a result of or for the purpose of attending the Event shall comply with all Federal, State, and City laws and ordinances, as well as all rules and regulations provided by the City to regulate behavior at the Complex. RENTER and its patrons, customers, guests, directors, employees and agents shall observe all posted signs on the Complex premises at all times. Anyone who violates or persists in violating any such laws, ordinances, rules or regulations may, at the City's discretion, be removed from the Complex premises.

11. Animals. There are many rules and regulations that have been implemented by the Texas Animal Health Commission for protection of both animals and clientele. For rules and regulations specific to the species in which you work, visit the TAHC website at <http://www.tahc.state.tx.us>. If you have questions regarding any of this information, please visit <http://www.tahc.state.tx.us/agency/contact.html#A1>. If Licensee's event requires some type of paper (health, coggins, etc.) it is the Licensee's responsibility to ensure those are checked and logged on CITY'S records (a blank record will be provided to each licensee).

12. Dangerous Wild Animals. RENTER may not possess or permit others to possess a dangerous wild animal on the Complex premises unless (i) RENTER is also an Owner ("[a] person who owns, harbors, or has custody or control of a dangerous wild animal"); and (ii) at least ten (10) days prior to commencement of the Event, the RENTER has obtained written approval from the City to possess a dangerous wild animal at the Complex premises for purposes of the Event. "Dangerous Wild Animal" means an animal of a species defined as a "dangerous wild animal" in Subchapter E, Section 822.101, TEX, HEALTH & SAFETY CODE.

13. Licenses and Permits. Except as otherwise expressly provided herein, RENTER shall be responsible for providing all required taxes, excise or license fees required by any governmental authority to conduct the Event.

14. Concessions.

14.1 Food and Beverage Concessions. RENTER may provide food and beverage concessions at the Event according to the adopted policy of the CITY. RENTER shall be allowed to bring catered food or beverages upon the Complex premises through a qualified caterer. Caterer will work with the City to receive a temporary health permit.

14.2 Alcohol. The policy of the G. Rollie White Complex is designed to provide maximum safety for event patrons. RENTER needs to be fully aware of these policies for events at which alcoholic beverages are to be available to their guests. Likewise, RENTER must designate a sober, decision making person that can be consulted by security and/or CITY personnel throughout the event. The permits that are allowed at the Complex are not typical and as such, require higher levels of attention, control and restriction than licenses for stand-alone restaurants and bars. Consumption of alcoholic beverages on the Complex premises is a privilege, not a right. Abuse of the privilege can result in the discontinuation of all service of alcoholic beverages for an event.

A RENTER who chooses to host an event with alcohol has two options. No matter the option, an "**Application to Serve or Sell Alcoholic Beverages at the G. Rollie White Complex**" must be presented at the time the License Agreement is submitted.

For options and policies, please review the "G. Rollie White Alcohol Sales & Use Policy".

14.3 Sales of Other Items. RENTER shall have the right to sell items such as programs, novelties and clothing as are approved in advance and in writing by the CITY. RENTER shall be responsible for complying with all applicable City of Brady regulations.

15. Security. RENTER, at its sole expense, shall be solely responsible for providing a reasonable number of security personnel before, during and after the Event to help maintain order, to regulate traffic control, and/or to provide any other security functions that the CITY in its sole discretion, determines to be necessary. Security guards must be Texas Commissioned Full-Time Peace Officers in good standing, and provide the CITY with written confirmation of such booking at least twenty (20) calendar days prior to the date of the Event. The parties acknowledge and agree that the CITY shall not be responsible for the actions and safety of RENTER or any of RENTER'S guests, patrons, or anyone else coming upon the Complex premises as a result of the Event, including

without limitation protecting such persons from injury or death and protecting RENTER'S property or the property of such persons from loss or damage.

**16. Additional Equipment, Services and Fees.** The CITY shall provide only the additional equipment and/or services indicated on Exhibit "A." The CITY reserves the right to require the use of any such additional equipment and/or services if and when the CITY deems that the safety of the Complex and the public require the same. RENTER agrees to pay for any such additional equipment and/or services at the rates indicated on the Rate Schedule and in accordance with Exhibit "A".

**Commented [JS3]:** What / if any services is the city willing to contribute?

**17. Control of Facility and Right to Enter.** In permitting RENTER to use the Licensed Space under the License granted hereunder, it is understood by the parties that the CITY does not relinquish the right to control the management thereof, and to enforce all necessary rules and regulations. Duly authorized representatives of the CITY may enter the Complex premises, or any part thereof, at any time, and on any occasion without restrictions whatsoever by RENTERS.

**18. Defacement of Complex.** RENTERS shall not injure, mar, or in any manner deface the Complex premises or any equipment contained thereon, and shall not cause or permit anything to be injured, marred or defaced. Without the express consent of the CITY nothing shall be affixed to the building, furnishings or fixtures and no flammable materials may be brought on the Complex premises, unless the material is used in accordance with its intended use and unless the Manager is notified in advance that such materials will be brought on the Complex premises. Pyrotechnics are prohibited at all times from the Complex premises. No exceptions shall be made unless the City Council for the City of Brady has expressly authorized such exception, in advance and in writing.

**Commented [JS4]:** This entire paragraph needs to be re-written.

**19. Occupancy Interruption.** In the event that the CITY, due to conditions beyond its control, such as building damage caused by fire, tornado, windstorm, vandalism, civil tumult, riots, or any other act over which the CITY has no control, should find it impossible to provide the Licensed Space as contracted herein, the CITY may cancel this Agreement and shall refund any prepaid charges to RENTER but shall have no other liability to RENTER on account of such cancellation.

**20. Evacuation of Facility.** Should it become necessary in the judgment of the CITY to evacuate the Complex premises for life safety purposes or for other reasons of public safety, RENTER at the sole discretion of the Manager, will have the option of extending the duration of the License term for a period equal to the duration of the evacuation without additional charge, provided such time does not interfere with the rights or activities of another RENTER. If it is not possible to complete presentation of the Event, all charges shall be prorated or adjusted at the discretion of the Manager based on the situation. RENTER hereby waives any claim for damages or compensation from the CITY as a result of such evacuation.

**21. Relationship of Parties.** It is expressly understood that this Agreement is solely intended to create the relationship of independent contractors between the CITY and

RENTER. The CITY shall exercise no supervision or control over the employees of RENTER or others in the service of RENTER, and the CITY shall provide no special services other than those specifically mentioned herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture between the CITY and RENTER, or cause the CITY to be liable in any way for the debts and obligations of RENTER.

22. Non-Assignment. RENTER may not transfer or assign this Agreement, sublease the Licensed Space, or allow use of the Licensed Space other than as herein specified, without the express written consent of the CITY.

23. Place of Performance. This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement are performable in McCulloch County, Texas.

24. Compliance with Industry Public Entertainment Facilities Act. The parties agree that the provisions of Subchapter C of Chapter 108, Texas Alcoholic Beverage Code, which governs the statutory duties, rights and regulations among licensees and permittees operating under that subchapter, may apply to this Agreement. In accordance with Section 108.75 of Subchapter C, if applicable, the parties hereby affirm that neither party may engage in conduct prohibited by that subchapter.

25. Equine Professional and Livestock Sponsor Notices. If RENTER is an equine professional or a livestock show sponsor, such terms are defined by Texas Civil Practice and Remedies Code Chapter 87, RENTER shall comply with the provisions of that Chapter and shall include in its written contracts with participants, and post and maintain, the warning notice in the form and manner required pursuant to the provisions of Chapter 87.

26. Use of Name. RENTER agrees that it shall not change the name of the G. Rollie White Complex. The City logo or brand of the City of Brady, may not be used in campaign or advertising, or in any commercial or promotional manner whatsoever without the express written consent of the CITY.

27. Entire Agreement. This Agreement constitutes the entire agreement between the CITY and RENTER. No other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding.

RENTER:

Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Date: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

CITY OF BRADY

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

Title: \_\_\_\_\_

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

Date: \_\_\_\_\_

# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	06/17/2025	<b>AGENDA ITEM</b>	7.D.
<b>AGENDA SUBJECT:</b>	Discuss cemetery rules and regulations and promote enforcement campaign to begin September 1.		
<b>PREPARED BY:</b>	J. Stewart	<b>Date Submitted:</b>	6-12-25
<b>EXHIBITS:</b>	Cemetery Ordinance 1218 § 1.12.034-039		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	\$00.00	
	<b>Amount Budgeted:</b>	\$00.00	
	<b>Appropriation Required:</b>	\$00.00	
<b>CITY MANAGER APPROVAL:</b>			

<b>SUMMARY:</b>
<p>The cemeteries are owned and maintained by the City of Brady have again have become littered with accoutrements placed in and around burial plots that are creating debris and maintenance issues. The enclosed cemetery regulations have been in place for years but not recently enforced. This item is for discussion only to make the public aware that beginning September 1, 2025, staff will begin removing all unauthorized items that are in violation of the ordinance. Staff will remove items and MAY choose to hold on to items for a short period of time before disposing of them to allow family members to claim them if they are deemed significant. The proper method and even formal notification of removed items will be well publicized and planned out.</p>

<b>RECOMMENDED ACTION:</b>
This item is for discussion only.

**§ 1.12.034. Supervision of cemetery.**

- (a) Use of roads and walkways. Persons within the cemetery grounds shall use only the avenues, walkways and roads.
- (b) Speed limit. Automobiles shall not be driven through the grounds at a speed greater than fifteen miles per hour.
- (c) Rights of city. The right to enlarge, reduce, replot or change the boundaries or grading of the cemetery and the right to lay, operate or change pipelines or gutters is expressly reserved to the city. The city reserves to itself, and to those lawfully entitled thereto, a perpetual right of ingress and egress over the entire cemetery grounds for the purposes of passage, operations, and maintenance.
- (d) Sprinkler systems. No new sprinkler systems will be allowed. All maintenance and repair to existing sprinkler systems, which have been installed by the owner, will be the responsibility of the owner and not the city. The city is not responsible for any damages to sprinkler systems installed by an owner. Any water left on or unattended will be turned off by city personnel if watering is excessive or running down the roadway in order to conserve water and protect the roadways.

(Ordinance 1218, sec. 1.603, adopted 3/21/17)

**§ 1.12.036. Maintenance; trees, shrubs and other plants.**

- (a) All grading, landscape work, maintenance and improvements of any kind, and all care of plots, shall be done by the city, and all trees, shrubs and all herbage of any kind shall be planted, trimmed, cut or removed by the city or under its direct supervision.
- (b) No enclosure of any kind, such as a fence, coping, hedge or ditch, shall be permitted around any grave or plot. Grave mounds will not be allowed and no plot shall be raised above the established grade.
- (c) No ground cover other than sod shall be allowed.
- (d) If any tree, shrub or plant is or becomes detrimental to adjacent lots, avenues, walkways or roads, or if for any other reason the city deems its removal necessary, the city shall have the right to remove the tree, shrub or plant, or any part thereof, or otherwise correct the condition existing as it deems necessary.
- (e) Subject to subsection (d) above, no person shall remove any plant or flower, either wild or cultivated, from any part of the cemetery.
- (f) From and after the date of adoption of these rules by the city council, no tree, shrub, plant or bush shall be placed on the cemetery grounds except those placed there by the city. The purpose of this prohibition is to reduce maintenance time so that the cemetery can be maintained in a clean and attractive condition by the city. This prohibition shall not apply to flowers placed on a memorial.
- (g) All sprinkler systems shall be turned off between November and March.

(Ordinance 1218, sec. 1.605, adopted 3/21/17)

**§ 1.12.037. Memorials.**

- (a) For the protection of all plot owners, it is required that persons, firms or corporations erecting, cleaning or repairing memorials obtain a permit from the city for an annual fee (as defined in the city's annual fee ordinance, and as approved by the city council) and, in doing the work, comply with the directions of the city. The person, firm or corporation requesting the permit may be required to furnish evidence of their ability to properly perform the work. This permit shall allow the person, firm or corporation holding the permit to perform the work for a period of time from January 1st until December 31st of the year in which the permit is obtained, the permit to be renewed on an annual basis. Before any work is commenced on any particular job, the person, firm or corporation performing the work shall notify the city that a memorial is to be erected at what grave site and provide a drawing of the proposed installation.
- (b) To properly perpetuate memory, all monuments, markers, mausoleums and tombs shall be of first quality granite, limestone, marble or bronze. The supplier must assure the city that the materials will be free from sap which causes rust, stains and natural fault which might cause checks or cracks. No inferior granite is allowed. Should any stone develop any of the above-mentioned faults within five (5) years from date of placement, the supplier will be required to replace the monument without cost to the owner.
- (c) All vertical monuments shall be erected on a foundation which shall extend three (3) inches on each side of the monument, and the foundation must be flush with the turf. The size of a monument will be governed according to the size of the family plot. A monument will be of a size that, when erected on a plot, either end of the monument shall not be placed less than one (1) foot from the property lines of the plot, or within two (2) feet of any existing monument. However, this shall apply only to a monument which protrudes above the surface of the ground. A monument which is flush with the turf may extend to the property line. Should any monument, mausoleum or tomb become unsightly, dilapidated or a hazard, the city shall have the right, at the expense of the owner, either to correct the condition or to remove the same.
- (d) In addition to other requirements regulating memorials, all memorials erected after November 15, 2010 in the cemetery shall conform to the following:
  - (1) Upright monuments, beveled markers and flat markers shall be on foundations that are cement and must be flush with the turf;
  - (2) Monuments and markers shall be placed in a manner that is conducive with the maintenance of the lot;
  - (3) Bevel markers shall be used as headstones, not footstones;
  - (4) Flat markers shall be flush with the turf;
  - (5) All vases must be attached to headstones, no vases attached to footstones; and
  - (6) Flags are allowed on holidays only. Owners shall remove flags within 72 hours of the holiday.

(Ordinance 1218, sec. 1.606, adopted 3/21/17)

**§ 1.12.039. Miscellaneous regulations.**

- (a) No dogs shall be permitted in the cemetery.
- (b) The city is not responsible for theft or damage to anything placed on plots.
- (c) No bench, chair or trellis shall be permitted to be placed upon the cemetery grounds.
- (d) The city shall have the authority to enter upon any plot and to remove any non-authorized or nonconforming items that have been placed there contrary to these regulations.
- (e) No person shall be permitted to enter or leave the cemetery except by the public access.
- (f) All persons found on the cemetery grounds after dark shall be liable for prosecution for trespassing.
- (g) All persons are strictly forbidden to mar any landmark, marker or memorial or in any way deface the grounds of the cemetery.
- (h) No person shall be permitted to bring or carry firearms within the cemetery except:
  - (1) A city employee;
  - (2) A military guard of honor during a military service; and
  - (3) Licensed peace officers.
- (i) The digging of holes for any purpose, other than to inter cremains, is strictly prohibited.
- (j) The city reserves the right to remove all flowers, potted plants, wreaths or baskets when they become withered or they violate a provision of this article.
- (k) Gravestone rubbings, made using a pencil and paper, are allowable, so long as utmost precautions are followed and no damage is caused to the stone, plot, right-of-way, or cemetery item in the process. A gravestone rubbing can become a permanent record of death when a gravestone is rapidly deteriorating.

(Ordinance 1218, sec. 1.608, adopted 3/21/17)

66.67% OF FISCAL YEAR

	CURRENT BUDGET	YEAR TO DATE ACTUAL	% TO DATE	YEAR TO DATE PRIOR YEAR
<b>BEGINNING FUND BALANCE &amp;</b>				
NET WORKING CAPITAL	26,294,181.06	26,294,181.06		27,354,258.02
<b>REVENUES</b>				
10 -GENERAL FUND	9,319,476.00	7,272,335.12	78.03	6,106,868.73
11 -GEN CONSTRUCTION FUND	2,420,000.00	2,420,000.00	100.00	1,000,000.00
20 -ELECTRIC FUND	8,605,850.00	5,506,473.21	63.99	5,115,742.50
30 -WATER / SEWER FUND	4,203,584.00	3,067,222.91	72.97	2,729,533.13
33 -WATER CONSTRUCTION FU	8,028,500.00	2,346,636.69	29.23	10,098.17
35 -WWTP CONSTRUCTION FUN	465,860.00	51,160.07	10.98	27,964.91
40 -GAS FUND	1,163,000.00	892,332.11	76.73	891,293.64
50 -UTILITY SUPPORT FUND	633,900.00	447,311.67	70.57	480,808.95
60 -SOLID WASTE FUND	2,836,290.00	2,139,107.74	75.42	1,019,095.41
61 -STREET SANITATION FUN	74,000.00	49,508.30	66.90	49,668.66
71 -EMPLOYEE BENEFITS TRU	1,026,000.00	644,248.63	62.79	618,586.08
80 -SPECIAL REVENUE FUND	1,766,775.00	368,977.46	20.88	355,530.32
81 -CEMETERY FUND	53,500.00	51,752.96	96.73	55,497.16
82 -HOTEL/MOTEL FUND	215,000.00	122,661.31	57.05	108,647.06
83 -SPECIAL PURPOSE FUND	6,000.00	6,376.25	106.27	8,010.67
TOTAL REVENUES	40,817,735.00	25,386,104.43	62.19	18,577,345.39
<b>EXPENDITURES</b>				
10 -GENERAL FUND	12,578,648.00	7,736,969.77	61.51	6,544,441.69
11 -GEN CONSTRUCTION FUND	1,362,245.00	1,132,251.10	83.12	18,450.00
20 -ELECTRIC FUND	8,916,112.00	5,542,582.54	62.16	5,437,814.59
30 -WATER / SEWER FUND	5,974,574.00	2,340,495.20	39.17	2,976,079.96
33 -WATER CONSTRUCTION FU	9,888,014.00	389,210.10	3.94	1,504,818.86
35 -WWTP CONSTRUCTION FUN	2,121,490.00	219,265.09	10.34	1,509,186.37
40 -GAS FUND	1,240,970.00	742,944.53	59.87	781,450.95
50 -UTILITY SUPPORT FUND	711,196.00	478,805.25	67.32	448,578.75
60 -SOLID WASTE FUND	3,082,638.00	2,066,136.62	67.02	1,098,489.57
61 -STREET SANITATION FUN	90,868.00	31,175.92	34.31	59,685.95
71 -EMPLOYEE BENEFITS TRU	1,025,000.00	643,921.54	62.82	617,849.68
80 -SPECIAL REVENUE FUND	2,152,522.00	586,768.83	27.26	385,049.11
81 -CEMETERY FUND	58,878.00	36,053.06	61.23	37,939.62
82 -HOTEL/MOTEL FUND	229,250.00	113,585.30	49.55	106,973.81
83 -SPECIAL PURPOSE FUND	23,500.00	3,500.00	14.89	3,500.00
TOTAL EXPENDITURES	49,455,905.00	22,063,664.85	44.61	21,530,308.91
REVENUES OVER/(UNDER) EXPENDITURES	( 8,638,170.00)	3,322,439.58		( 2,952,963.52)
<b>ENDING FUND BALANCE &amp;</b>				
NET WORKING CAPITAL	17,656,011.06	29,616,620.64		24,401,294.50

### RECONCILED OPERATING CASH / TOTAL UTILITY BILLINGS

## **Fiscal Year 24-25**

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**CITY OF BRADY  
CITY COUNCIL CORRESPONDENCE**

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**TO:** **MAYOR AND COUNCIL**  
**FROM:** **FINANCE / UTILITY DEPARTMENTS**  
**SUBJECT:** **MONTHLY CUSTOMER SERVICE REPORT**  
**DATE:** **May 31, 2025**

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SERVICES	FISCAL YEAR 2025												YTD Total
	October	November	December	January	February	March	April	May	June	July	August	September	
Received Phone Calls	434	442	356	464	251	325	505	465					3,242
Returned Calls	17	12	7	19	18	12	22	23					130
Residential Apps	13	26	17	21	7	11	13	26					134
Commercial Apps	2	3	0	2	3	0	1	4					15
Service Orders	177	202	163	213	163	291	218	224					1,651
Utility Onsite Payments	733	741	763	753	756	796	666	761					5,969
Utility Mail Payments	546	475	668	595	585	597	512	616					4,594
Utility Online Payments	673	627	662	684	636	670	627	705					5,284
Utility Draft Payments	660	665	661	670	679	683	684	683					5,385

## 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



Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2025	\$117,022	\$125,478	\$125,530	\$113,360	\$147,715	\$100,766	\$105,268	\$122,805	\$0	\$0	\$0	\$0	\$957,944
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

**SERVICE ORDER REPORT FY 24-25**

<b>TOTALS BY JOB CODE</b>		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
BTP - BULK TRASH PICKUP		3	0	1	0	0	0	0	0					4
CC - BRUSH CHIPPING		5	4	1	2	3	11	4	8					38
C&S - CLEAN AND SHOW		0	0	0	0	0	0	0	0					0
CHG - SERVICE CHANGE		3	7	7	9	7	3	0	5					41
CON - CONNECT SERVICE		3	16	10	21	5	10	6	11					82
DEMO - DEMILITION (New Code Added)		0	0	0	0	0	0	0	0					0
DIS - DISCONNECT SERVICE		5	7	10	4	9	17	10	13					75
DMP - DUMPSTER SERVICE CHANG		3	1	0	0	2	3	1	2					12
EOUT - ELECTRIC OUTAGE		2	2	2	1	2	16	3	4					32
FD - FORCED DISCONNECT		37	36	32	30	26	31	29	44					265
Gas - Gas Pressure Test Needed		0	0	0	0	0	0	0	0					0
GL - GAS LEAK		0	0	1	0	1	0	0	1					3
GOUT - GAS OUTAGE		0	0	0	0	0	1	0	1					2
INSP - INSPECTION (CODE)		0	0	0	0	7	6	0	0					13
MCE - ELECTRIC METER CHANGEOUT		2	0	3	2	2	0	0	1					10
MCG - GAS METER CHANGEOUT		28	26	17	12	2	67	38	13					203
MCW - WATER METER CHANGEOUT		4	7	2	4	6	2	8	0					33
MISC - MISCELLANEOUS		14	12	17	17	12	45	15	32					164
NONCO - NON COMPLIANCE CODE		0	0	0	0	0	0	0	0					0
NONPAY - DISCONNECT FOR NON PAY		0	0	2	3	5	5	0	16					31
PH - STREET POTHOLEs		0	0	1	1	1	5	1	0					9
PPM - PUBLIC PROPERTY		0	0	0	0	0	0	0	0					0
PL - PILOT LIGHT ON/OFF		0	0	0	0	1	0	0	0					1
PLY - POLYCART SVC CHANGE		12	14	4	0	3	14	9	9					65
PULL - PULL METER		6	4	0	7	3	23	18	2					63
RC - CHECK READ		43	40	32	41	40	32	43	41					312
REINS - REINSTATEMENT OF SERVICE		0	0	1	3	3	3	0	7					17
SBU - SEWER BACK UP		3	6	1	5	2	5	2	0					24
SC - STREET CUTS FOR TAPS		1	0	1	0	0	2	0	0					4
SL - SECURITY LIGHTS REPAIR		2	0	2	0	8	6	12	4					34
TT - TREE TRIMMING		2	2	2	0	0	2	2	1					11
WL - WATER LEAK		20	9	11	16	8	19	20	10					113
WOUT - WATER OUTAGE		1	2	0	0	2	1	0	2					8
<b>TOTAL ALL CODES</b>		<b>199</b>	<b>195</b>	<b>160</b>	<b>178</b>	<b>160</b>	<b>329</b>	<b>221</b>	<b>227</b>					<b>1669</b>

<b>SERVICE ORDER DELEGATION BY GROUP</b>		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
CODE ENFORCEMENT		0	0	0	0	7	6	0	0					13
ELECTRIC		14	8	14	6	19	48	23	26					158
GAS		2	4	9	5	7	4	0	7					38
METER TECHNICIAN		122	134	111	127	92	179	148	146					1059
PPM		0	0	0	0	4	0	0	1					5
SOLID WASTE		15	15	4	0	7	24	10	11					86
STREETS		10	4	4	6	4	27	7	11					73
WATER		36	30	18	34	20	41	33	25					237
<b>TOTAL</b>		<b>199</b>	<b>195</b>	<b>160</b>	<b>178</b>	<b>160</b>	<b>329</b>	<b>221</b>	<b>227</b>					<b>1669</b>

**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	741	729	754	926	743					6,308
Home Delivered Meals	739	604	645	680	657	773	715	739					5,552
Total Meals	1,663	1,364	1,376	1,421	1,386	1,527	1,641	1,482	-	-	-	-	11,860
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	9,087
Home Delivered Meals	911	746	723	710	730	672	733	713	604	653	700	674	8,569
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	Bra
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	69	133	237	212	342					
Green Fees	\$ 3,746.00	\$ 2,361.00	\$ 1,680.00	\$ 980.00	\$ 2,651.00	\$ 4,690.00	\$ 4,005.00	\$ 5,689.00					
Membership Rounds	533	453	356	182	325	357	383	468					
Student Rounds	10	28	6	9	15	49	27	109					
Total Rounds	775	615	464	260	473	643	622	919					
Trail Fee													
Trail Fee Revenues													
Cart Rentals	144	109	66	43	113	169	181	256					
Cart Revenue	\$ 2,438.99	\$ 1,896.96	\$ 1,111.07	\$ 691.05	\$ 1,883.44	\$ 2,940.33	\$ 2,886.13	\$ 4,363.09					
Cart Shed Rental													
Vending Revenue	\$ 1,367.79	\$ 1,065.45	\$ 663.18	\$ 360.15	\$ 870.76	\$ 1,921.18	\$ 1,606.62	\$ 2,143.40					
Memberships	123	56	48	35	28	56	40	26					
Membership Fees	\$ 29,475.00	\$ 7,060.00	\$ 2,250.00	\$ 1,790.00	\$ 1,650.00	\$ 2,545.00	\$ 1,890.00	\$ 1,265.00					
Driving Range	51	57	63	42	68	113	112	138					
Range Revenue	\$ 195.50	\$ 232.41	\$ 237.96	\$ 148.40	\$ 247.55	\$ 441.82	\$ 443.71	\$ 501.20					
Misc.													
<b>Total Revenue</b>	<b>\$ 37,223.28</b>	<b>\$ 12,615.82</b>	<b>\$ 5,942.21</b>	<b>\$ 3,969.60</b>	<b>\$ 7,302.75</b>	<b>\$ 12,538.33</b>	<b>\$ 10,831.46</b>	<b>\$ 13,961.69</b>					

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.	
<b>Total Revenue</b>	<b>\$117,193.45</b>

## GOLF COURSE - 05

Date	Cash Gross Sales	Cash Taxable Sales	Credit Gross Sales	Credit Taxable Sales
5/1/2025	\$153.70	\$77.70	\$153.29	\$119.79
5/2/2025	\$87.46	\$45.96	\$191.57	\$91.57
5/3/2025	\$393.70	\$180.70	\$647.10	\$230.10
5/4/2025	\$227.18	\$119.68	\$430.81	\$181.31
5/5/2025	\$0.00	\$0.00	\$0.00	\$0.00
5/6/2025	\$40.25	\$21.75	\$48.60	\$28.60
5/7/2025	\$78.57	\$49.07	\$90.04	\$25.04
5/8/2025	\$373.59	\$52.09	\$64.18	\$39.18
5/9/2025	\$211.18	\$117.18	\$362.38	\$162.38
5/10/2025	\$198.72	\$125.22	\$924.55	\$453.05
5/11/2025	\$177.49	\$69.99	\$267.95	\$72.95
5/12/2025	\$0.00	\$0.00	\$0.00	\$0.00
5/13/2025	\$166.95	\$130.95	\$323.86	\$174.36
5/14/2025	\$84.11	\$32.61	\$52.96	\$42.96
5/15/2025	\$86.73	\$59.73	\$367.95	\$198.95
5/16/2025	\$91.83	\$71.83	\$243.04	\$121.54
5/17/2025	\$183.59	\$120.59	\$272.65	\$160.65
5/18/2025	\$186.70	\$88.70	\$766.96	\$321.46
5/19/2025	\$0.00	\$0.00	\$0.00	\$0.00
5/20/2025	\$148.99	\$73.49	\$24.53	\$21.53
5/21/2025	\$114.72	\$48.22	\$191.60	\$134.10
5/22/2025	\$169.05	\$110.55	\$393.48	\$217.48
5/23/2025	\$250.60	\$134.10	\$17.36	\$17.36
5/24/2025	\$96.99	\$95.49	\$93.42	\$63.42
5/25/2025	\$112.54	\$110.04	\$20.83	\$20.83
5/26/2025	\$87.17	\$84.67	\$8.77	\$8.77
5/27/2025	\$78.60	\$46.10	\$69.48	\$44.48
5/28/2025	\$115.21	\$65.21	\$144.52	\$96.52
5/29/2025	\$75.60	\$58.10	\$206.57	\$111.57
5/30/2025	\$227.82	\$97.32	\$377.23	\$128.23
5/31/2025	\$397.75	\$140.75	\$827.49	\$269.99
<b>Total</b>	<b>\$4,616.79</b>	<b>\$2,427.79</b>	<b>\$7,583.17</b>	<b>\$3,558.17</b>

Manager Signature

**Total Gross Sales: \$12,199.96**

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



SUBJECT: MONTHLY POLICE REPORT  
FISCAL YEAR 2022-2023

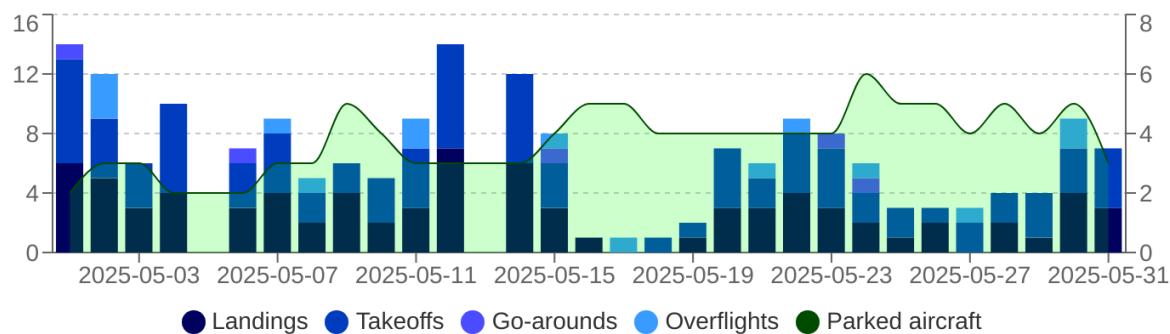


## Curtis Field Airport | Runway Operations Report

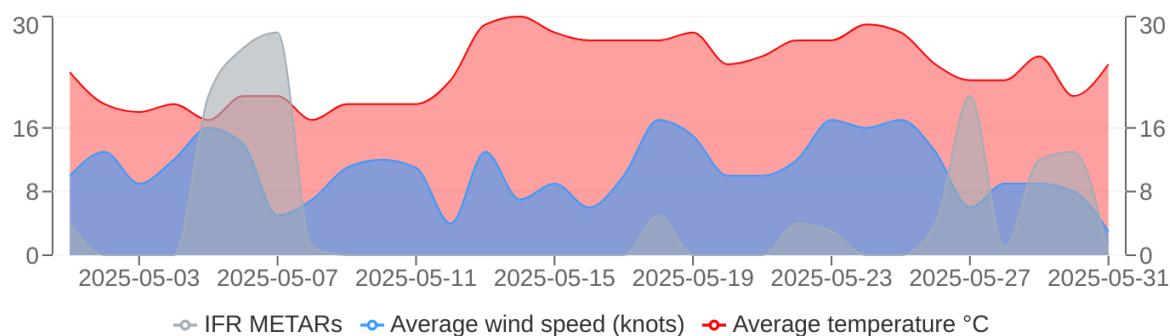
Report Date Range: 05/2025  
Report Creation Date: 06/03/2025 02:23  
Generated by: sgriffin@bradytx.us

Total Operations	Landings	Takeoffs	Go-Arounds	Overflights
<b>191</b>	<b>82</b>	<b>89</b>	<b>5</b>	<b>15</b>

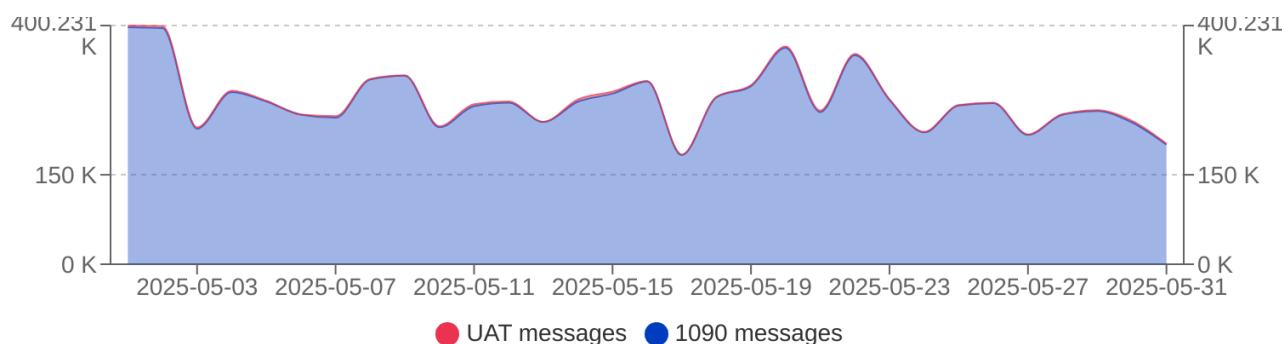
### Operations by Day



### Weather Conditions



### Receiver health

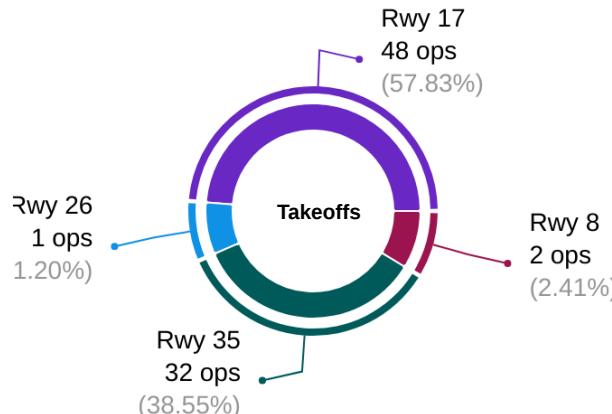
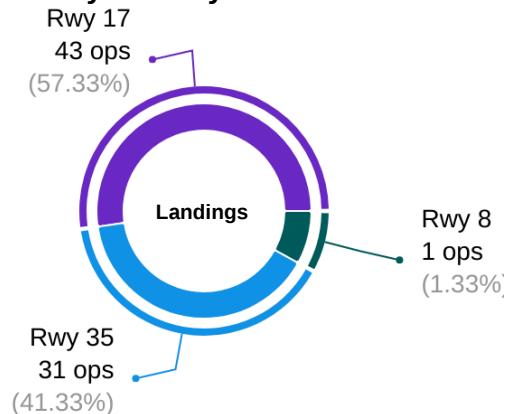




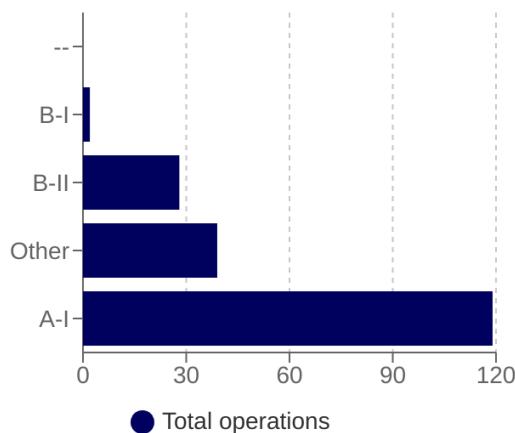
## Curtis Field Airport | Runway Operations Report

Report Date Range: 05/2025

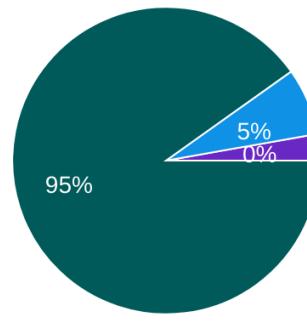
### Operations by Runway



### Operations by Category

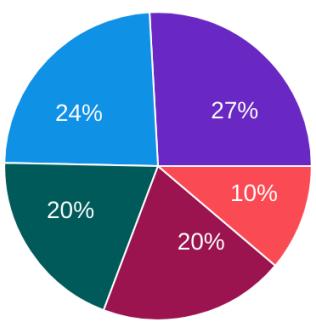


### Operations by Type



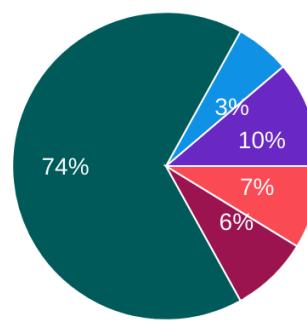
-- (purple), Air taxi (light blue), General aviation (dark teal)

### Top Aircraft Types



Other, C172, C182, DA20, M20P

### Operations by Engine Type



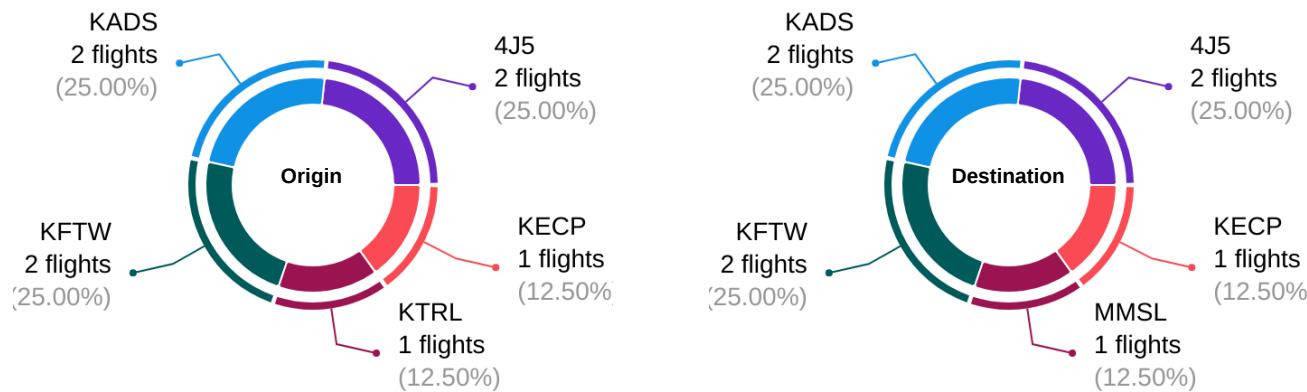
Jet, Other, Piston, Turbo-prop, Turbo-shaft



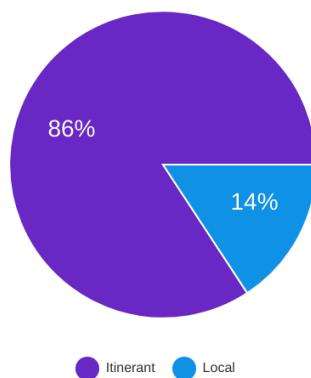
## Curtis Field Airport | Runway Operations Report

Report Date Range: 05/2025

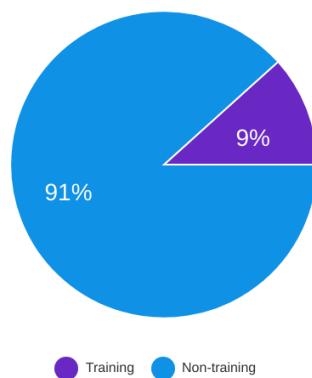
### Top Airports



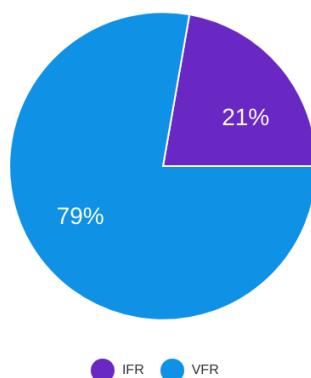
### Local vs Itinerant Flights



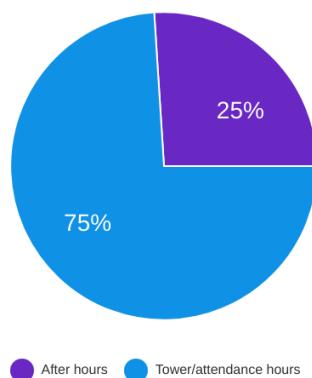
### Training Operations



### IFR vs VFR Flights



### After Hours Operations

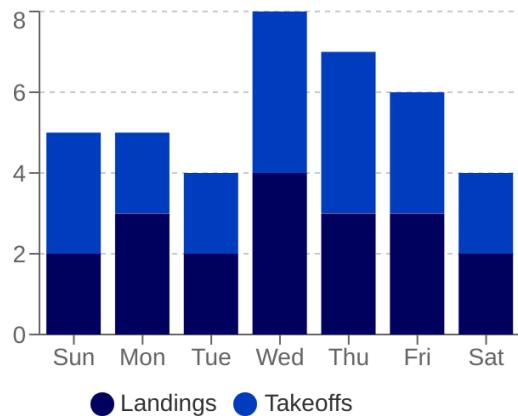




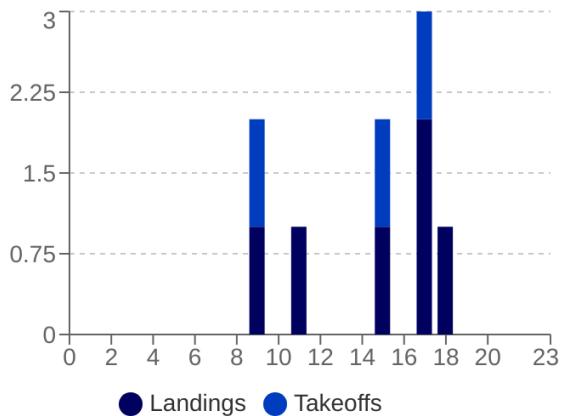
## Curtis Field Airport | Runway Operations Report

Report Date Range: 05/2025

### Operations by Day of Week

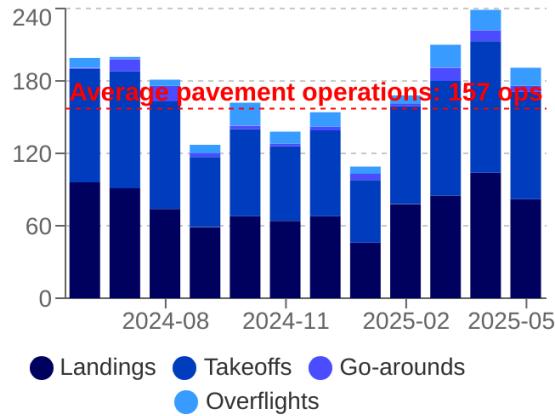


### Operations by Hour



### Historical Data

#### Landings and Takeoff By Month



#### Busiest Days on Record

Rank	Date	Pavement ops	Aircraft
1	2024-06-13 (T)	43	3
2	2024-02-20 (T)	40	6
3	2025-02-24 (M)	34	9
4	2024-02-15 (T)	29	4
5	2024-04-11 (T)	24	10
5	2025-06-02 (M)	24	2
6	2024-06-14 (F)	22	3
7	2025-04-11 (F)	21	9
7	2024-07-19 (F)	21	9
7	2025-04-09 (W)	21	8

## Code Enforcement Monthly Case Load FY 2025

May 11

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

## Cases

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
Notices Issued					

4	7	7	6	5	15	51	90				185
14	10	7	7	24	10	13	1				86
10	7	5	4	0	38	39	22				125
10	7	5	4	13	44	52	23				158
106	52	61	73	58	107	140	129				726
8	7	6	5	3	8	13	36				86
											0
6	7	6	5	15	51	90	77				257
33	19	19	18	21	63	88	62	woerner			323

Building Permit Department  
Monthly Report  
FY 2025

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	0	0	0	0	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	0	0	0	1	1	
Special Use	14	40	53	60	51	
<b>Monthly Total</b>	<b>298</b>	<b>292</b>	<b>381</b>	<b>445</b>	<b>468</b>	<b>0</b>

OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	TOTAL
		2										2
			1		1	1	1					3
3		1	1	1	6		2					14
												0
1	1			1	17	1	2					23
3	1	3	4	4	4	3	2					24
3		1	1	1	2	1						9
				1			1					2
2					1	1						4
					1	2	1					0
2	3	1	3	1	1	3						14
					1							0
					1							1
				1								1
3	1	1	3	1		1	2					12
				1			1					2
				1			1					6
				1			1					0
11	5	2		4	10	6	7					45
3	2		2	1	3	2						13
1												1
1	1	2	1	1	1	3	1					11
1												1
13	9	8	9	5	5	4	6					59
3	4	3	1	2	8	1	2					24
												0
11	3	2	4	2	14	7	3					46
61	30	30	31	26	78	35	33	0	0	0	0	324

May  
2025

**Municipal Court Monthly Report**  
**MAY 2025**

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:	3,443	2	0	1,370	9	108
a. Active Cases	1,807	2	0	1,003	6	91
b. Inactive Cases	1,636	0	0	367	3	17
2. New Cases Filed	145	0	0	9	0	0
3. Cases Reactivated	24	0	0	3	0	1
4. All other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket	1,976	2	0	1,015	6	92
6. Dispositions Prior to Court Appearance or Trial:						
a. Uncontested Dispositions	62	0	0	2	0	0
b. Dismissed by Prosecution	0	0	0	0	0	0
7. Dispositions at Trial:						
a. Convictions:						
1) Guilty Plea or Nolo Contendere	3	0	0	2	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	1	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	3					
g. All other Transportation Code Dismissals	9	0	0	0	0	0
h. All other Dispositions	0	0	0	0	0	0
10. Total Cases Disposed	79	0	0	4	0	0
11. Cases Placed on Inactive Status	34	0	0	3	0	0
12. Total Cases Pending End of Month:	3,509	2	0	1,375	9	108
a. Active Cases	1,863	2	0	1,008	6	92
b. Inactive Cases	1,646	0	0	367	3	16
13. Show Cause Hearings Held	0	0	0	0	0	0
14. CasesAppealed:						
a. After Trial	0	0	0	0	0	0
b. Without Trial	0	0	0	0	0	0

Additional Activity	Total
Cases in Which a Fine and Court Costs Satisfied by Community Service	
a. Partial Satisfaction	7
b. Full Satisfaction	0
Cases in Which Fine and Court Costs Satisfied by Jail Credit	3
Cases in Which Fine and Court Costs Waived for Indigency	0
Amount of Fines and Court Costs Waived for Indigency	\$0.00
18. Fines, Court Costs and Other Amounts Collected:	
a. Kept By City	\$13,611.13
b. Remitted to State	\$7,959.61
c. Total	\$21,570.74
Arrest Warrants Issued	40

Civil Section	Total Cases
1. Total Cases Pending First of Month	350
a. Active Cases	286
b. Inactive Cases	64
2. New Cases Filed	0
3. Cases Reactivated	0
4. All other Cases Added	0
5. Total Cases On Docket	286
6. Uncontested Civil Fines or Penalties	0
7. Default Judgments	0
8. Agreed Judgments	0
9. Trial/Hearing by Judge/Officer	0
10. Trial By Jury	0
11. Dismissed for Want of Prosecution	0
12. All Other Dispositions	0
13. Total Cases Disposed	9
14. Cases Placed on Inactive Status	0
15. Total Cases Pending End of Month:	350
a. Active Cases	286
b. Inactive Cases	64
16. CasesAppealed:	
a. After Trial	0
b. Without Trial	0

Juvenile/ Minor Activity	Total
1. Transportation Code Cases Filed	2
2. Non-driving Alcoholic Beverage Code Cases Filed	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	0
10. Transfer to Juvenile Court:	
a. Mandatory Transfer	0
b. Discretionary Transfer	0
11. Accused of Contemp and Referred to Juvenile Court	0
12. Held in Contempt by Criminal Court	0
13. Juvenile Statement Magistrate Warning:	
a. Warnings Administered	0
b. Statements Certified	0
14. Detention Hearings Held	0
15. Orders for Non-Secure Custody Issues	0
16. Parents Contributing to Nonattendance Cases Filed	0

**Presiding Judge: Justin Tyler Owens**

Prepared by Court Clerk Valerie Gonzalez  
Official Report Submitted to The Office of Court Administration 06-04-2025

