



**CITY OF BRADY COUNCIL AGENDA
REGULAR CITY COUNCIL MEETING
NOVEMBER 4, 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. November 4, 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

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

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

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

A. Approval of Minutes for Regular Session meeting on October 21, 2025

5. PRESENTATIONS:

None

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 regarding the **second and final reading of Ordinance 1402** of the City of Brady, Texas, to amend FY 2026 Budget transferring unfinished FY 2025 projects to the FY 2026 Budget cycle.
- B. Discussion, consideration and possible action regarding approval of **Resolution 2025-024** to request grant funds from the Concho Valley Council of Governments (CVCOG) under the Regional Solid Waste Grants Program, Grant FY2025/2026 for purchase of baler recycling equipment for cardboard and aluminum products.
- C. Discussion, consideration and possible action authorizing the city manager to sign a sales quote with Warren CAT, San Angelo, TX, an action committing City Council to a future lease/purchase agreement with Caterpillar Financial Services Corporation for a CATERPILLAR D6 Dozer for city landfill operations.
- D. Discussion, consideration and possible action regarding the **first reading of Ordinance 1404** of the City of Brady, Texas repealing Ordinance 1099 regarding cost recovery fee schedule for fire services.
- E. Discussion, consideration and possible action approving amendment to Emergicon, LLC Emergency Medicine Consultants to include Emergifire, LLC for billing and collection fees for fire services provided by Brady Fire Department.
- F. Discussion, consideration and possible action regarding the **first reading of Ordinance 1405** of the City of Brady, Texas amending Ordinance 1401, a Schedule of Fees for the Administration of Utility Rates, Programs, Regulations and other Operations of the City, adding rates for the deployment of emergency and non-emergency services provided by the Brady Fire Department
- G. Discussion, consideration and possible action for final approval for EDC to grant a loan to Shade & Associates LLC in the amount of \$250,000 at a 2% interest rate for 10 years
- H. Discussion, consideration and possible action regarding hiring freeze.

8. STAFF REPORTS:

A. Upcoming Special Events/Meetings:

November 11		Veteran's Day Holiday, City Offices Closed, Altered Trash Schedule – Tues 11/11 picked up Wed. 11/12
November 18		Regular City Council Meeting, 6:00 p.m.
November 27		Thanksgiving Day Holiday, City Offices Closed, Altered Trash Schedule – see below
November 28		Day After Thanksgiving Holiday, City Offices Closed, Altered Trash Schedule – Thursday & Friday 11/27 & 11/28 picked up on Wednesday 11/26
December 2		Regular City Council Meeting, 6:00 p.m.
December 16		Regular City Council Meeting, 6:00 p.m.
December 25		Christmas Day Holiday, City Offices Closed, Altered Trash Schedule – see below
December 26		Floating Christmas Holiday, City Offices Closed, Altered Trash Schedule – Thursday 12/25 and Friday 12/26 pickups move to Wednesday 12/24

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 salutory 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 salutory 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:

None

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

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, October 21, 2025 at 6:00 p.m. with Mayor Anthony Groves presiding. Council Members present were Gabe Moreno, Terry Phillips, Aaron Garcia, and Curtis Owens. City staff present were Finance Director Lisa McElrath, Public Works Director Steven Miller, Police Chief Randy Batten, City Attorney Sharon Hicks and City Secretary Tina Keys. Also in attendance were Charles Hodges, Vickie Roddie, Daniel Mendoza, James Griffin, and Charles Bush.

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 meetings on September 16, 2025 and October 7, 2025.
- B. Discussion, consideration and possible action regarding the Brady/McCulloch County Chamber of Commerce request for road closure on December 4, 2025 on N. Church St. next to TruCountry Inn to allow vendors to set up for Ladies Night Out. Road closure would take place from 2:00 p.m. – 9:30 p.m.
- C. Discussion, consideration and possible action regarding approval of Resolution 2025-023 for street closures around the courthouse square on December 13, 2025 for the 10th Annual Christmas in the Heart parade and festivities.

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

5. PRESENTATIONS:

- The True Heart of Texas Plan
Brady in 2024 – Comprehensive Plan – Katherine Linares and Tom Yantis with Verdunity presented.

Mayor Groves commented that the Planning and Zoning Commission has not reviewed the plan and the public hearing should be postponed to give the public opportunity to review the plan.

Council Member Moreno moved to table the Comprehensive Plan item until the second meeting in November. Seconded by Council Member Phillips. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.

6. PUBLIC HEARINGS AND INDIVIDUAL CONCERNS ON PUBLIC HEARING

1. Public Hearing to receive comments regarding the adoption of the proposed City of Brady 2025 Comprehensive Plan

Public Hearing was not held.

7. INDIVIDUAL CONCERNS

- A. Discussion, consideration and possible action regarding the **first reading of Ordinance 1403** of the City of Brady, Texas adopting the City's Comprehensive Plan. Item was tabled until second meeting in November.
- B. Discussion, consideration and possible action regarding the **first reading of Ordinance 1402** of the City of Brady, Texas, to amend FY 2026 Budget transferring unfinished FY 2025 projects to the FY 2026 Budget cycle. Lisa McElrath presented. Council Member Garcia moved to approve the first reading of Ordinance 1402. Seconded by Council Member Owens. All Council Members voted "aye" and none "nay". Motion passed with a 4 – 0 vote.
- C. Discussion, consideration and possible action on awarding lowest responsible bid to Harris Road Company of Jarrell, TX, for the 2025 Irish Addition Water Main Improvement project. Steven Miller presented. Council Member Phillips moved to award the 025 Irish Water Main Improvement to Harris Road Company, Jarrell, Texas in the amount of \$146,885.00. Seconded by Council Member Owens. All Council Members voted "aye" and none "nay". Motion passed with a 4 – 0 vote.
- D. Discussion, consideration and possible action to nominate members for the McCulloch County Appraisal District Board of Directors. James Stewart presented. Council Member Phillips moved to approve distributing votes equally among the three board members whose terms are expiring. Seconded by Council Member Moreno. All Council Members voted "aye" and none "nay". Motion passed with a 4 – 0 vote.
- E. Discussion, consideration and possible action to allow alcohol sales at G. Rollie White Complex. James Stewart presented. Council Member Garcia moved to allow alcohol sales at G. Rollie White. Seconded by Council Member Phillips. All Council Members vote "aye" and none "nay". Motion passed with a 4 – 0 vote.

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:**

November 4		Regular City Council Meeting, 6:00 p.m.
November 11		Veteran's Day Holiday, City Offices Closed, Altered Trash Schedule – Tues 11/11 picked up Wed. 11/12
November 18		Regular City Council Meeting, 6:00 p.m.
November 27		Thanksgiving Day Holiday, City Offices Closed, Altered Trash Schedule – see below
November 28		Day After Thanksgiving Holiday, City Offices Closed, Altered Trash Schedule – Thursday & Friday 11/27 & 11/28 picked up on Wednesday 11/26

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 / sale of partial lot of 104 Voca St. (Lot 25, Winters Addition)

Open session recessed at 7:09 p.m. Executive Session was opened at 7:24 p.m. and closed at 7:36 p.m. Regular Session resumed at 7:37

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

Regarding the sale of partial lot of 104 Voca Street. City Manager presented that the improvements relating to the property extended past the original platted boundaries. A new survey was prepared that encompassed all improvements for the property. Request was made to approve selling the additional land at fair market value to the current owner and authorized the City Manager to ascertain fair market value. Council Member Phillips moved to sell the property subject to fair market value and authorize the City Manager to proceed with the sale. Seconded by Council Member Owens. Three council members voted “aye” with Council Member Moreno abstaining. Motion passed with a 3 – 0 vote.

13. ADJOURNMENT

There being no further business, Mayor Groves adjourned the meeting at 7:38 p.m.

Anthony Groves, Mayor

Attest: _____
Tina Keys, City Secretary

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

AGENDA DATE:	11-4-25	AGENDA ITEM	7.A.
AGENDA SUBJECT:	Discussion, consideration and possible action regarding second reading of Ordinance 1402 of the City of Brady, Texas, to amend FY 2026 Budget transferring unfinished FY 2025 projects to the FY 2026 Budget cycle.		
PREPARED BY:	Lisa McElrath	Date Submitted:	10-8-25
EXHIBITS:	Ordinance 1402 Exhibit A - Amendment Summary*		
BUDGETARY IMPACT:	Required Expenditure:	\$*	
	Amount Budgeted:		
	Appropriation Required:	\$*	
CITY MANAGER APPROVAL:			

SUMMARY:
<p>Staff is requesting to roll-over projects or capital purchases that were approved and started or ordered in the FY 25 Budget cycle totaling \$11,339,356. \$23,000 in trade in revenue associated with the police vehicle purchase, is now expected in FY 26. Due to timing to coordinate with various agencies and professionals, and delays in product delivery, these projects/ purchases/ revenues could not be fully completed/ received by September 30, 2025.</p> <p>Included with the current amendment is a request to add two new expenditures. The Cemetery Fund has accumulated about \$105,000 as of 9-30-25. Staff would like to repair and improve the irrigation at both city cemeteries. To do so, a trencher and new piping will be required. Therefore, staff requests \$90,000 of the Cemetery fund balance to be allocated as a FY 26 expenditure to improve the irrigation of the two municipal cemeteries.</p> <p>When capital improvement projects are approved, the entire cost of the project(s) is reflected in the budget. However, often large projects take more than one budget cycle to complete, requiring staff to request a roll-over of the unspent remaining funds into the new budget cycle.</p> <p>The FY 26 roll-over request of \$8,290,488 associated with the Water Construction Fund represents 3 capital projects approved in FY 25 and all 3 are still active. The Clean Water project cost reflected in the WWTP Construction Fund has a remaining unspent balance of \$1,353,368 as of report date and will require rolling - over into the FY 26 Budget cycle. These two funds amount to 85% of the total requested roll-over dollar amount.</p> <p>Exhibit A provides a recap of amending items for Council review and approval.</p>

RECOMMENDED ACTION:
<p>Mayor will ask: <u>“Madam City Secretary please read the Ordinance Preamble for the record in accordance with the City Charter.”</u> “Secretary reads preamble”</p> <p>Mayor calls for a motion: Move to approve the second and final reading of Ordinance 1402 with Exhibit A attached.</p>

ORDINANCE NO. 1402

**AN ORDINANCE OF THE CITY OF BRADY, TEXAS AMENDING THE FISCAL
YEAR 2025-2026 BUDGET FOR MUNICIPAL PURPOSES:**

An ordinance amending the 2025-2026 Fiscal Year Budget as follows:

Transferring unfinished FY 2025 operational, capital and grant projects totaling \$11,339,356 to the FY 2026 Budget for municipal purposes which includes:

Remaining funds available for the Water Construction Fund budget for system improvements at \$8,290,488 and the Wastewater Treatment Plant Construction Fund budget at \$1,535,368, both supported by the Texas Water Development Board Drinking Water and Clean Water programs;

Allocating \$90,000 for irrigation improvements for the city Cemetery Fund.

All items by Fund and Division are detailed by Exhibit A, attached.

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
BRADY TEXAS** that the FY 2025-2026 budget be amended accordingly.

APPROVED UPON FIRST READING THIS THE 21th DAY OF October 2025,

**APPROVED AND PASSED UPON SECOND READING THIS THE 4th DAY OF
November 2025.**

EFFECTIVE OCTOBER 1, 2025.

Anthony Groves, Mayor

ATTEST: _____
Tina Keys, City Secretary

CITY OF BRADY
Ordinance 1402 - EXHIBIT A
Budget - FY 26 Amendment to roll-over items from FY 25 Budget - Summary
first reading 10-21-25
second reading 11-4-25

REVENUES

EXPENDITURES

<u>REQUEST</u>	<u>AMOUNT</u> INC/(DEC)	<u>BUDGET NUMBER</u>	<u>BUDGET DESCRIPTION</u>	<u>AMENDED</u> <u>BUDGET</u>
GENERAL FUND -10				
Trade-in 2 police vehicles	\$ 23,000	10-4-08-899.00	Sale of Fixed Assets	\$ 23,000
Comprehensive Plan	\$ 7,300	10-5-01-203.00	Professional fees	\$ 62,300
City Hall Remodel	\$ 94,000	10-5-01-401.00	Capital Projects	\$ 194,000
Airport Fuel Farm	\$ 215,000	10-5-02-403.00	RAMP Projects	\$ 215,000
Golf Course Cart Sheds	\$ 132,000	10-5-05-401.00	Capital Projects	\$ 157,000
2 police vehicles	\$ 145,000	10-5-08-402.00	Capital Vehicles	\$ 232,000
Repair funds- Municipal Court	\$ 25,000	10-5-17-306.00	Building	\$ 26,000
Health Screenings for EMS staff	\$ 15,000	10-5-29-301.00	Employee expense	\$ 17,500
Bathroom repairs at Gun Range / Lake	\$ 4,400	10-5-32-306.00	Building Repairs	\$ 11,400
	<u>\$ 637,700</u>			

GENERAL CONSTRUCTION FUND - 11

Funding for future EMS/Fire Station	\$ 226,000	11-5-28-400.00	New EMS/Fire Station	\$ 226,000
Funding for future Police Station	\$ 4,000	11-5-28-401.00	New Police Station	\$ 4,000
	<u>\$ 230,000</u>			

ELECTRIC FUND -20

Engineer services for study of the Elec system	\$ 52,000	20-5-22-203.00	Professional fees	\$ 132,000
CML electric meters-ordered, waiting on delivery	\$ 47,000	20-5-22-302.02	Meters	\$ 52,000
	<u>\$ 99,000</u>			

WATER / SWER FUND - 30

Water meters - ordered, waiting on delivery	\$ 2,800	30-5-31-302.02	Meters	\$ 54,800
Irish Addition Water Main Improvement	\$ 250,000	30-5-31-401.00	Capital Outlay-Projects	\$ 250,000
	<u>\$ 252,800</u>			

Ordinance 1402 - EXHIBIT A

Budget - FY 26 Roll-over from FY 25 Amendment Requests

first reading 10-21-25

second reading 11-4-25

REVENUES

EXPENDITURES

<u>REQUEST</u>	<u>AMOUNT</u> INC/(DEC)	<u>BUDGET NUMBER</u>	<u>BUDGET DESCRIPTION</u>	<u>AMENDED BUDGET</u>
SOLID WASTE FUND - 60				
TCEQ 2024 fine pmt with a SEP	\$ 130,000	60-5-14-203.01	Agency fees	\$ 141,000
Commercial side load Trash Truck	\$ 251,000	60-5-14-901.00	Capital Outlay-Financed	\$ 306,000
	<u>\$ 381,000</u>			
SPECIAL REVENUE FUND - 80				
Senior citizen office	\$ 5,000	80-5-16-401.00	Capital projects	\$ 5,000
	<u>\$ 5,000</u>			
CEMETERY FUND - 81				
New Request: purchase a Trencher	\$ 60,000	81-5-47-401.00	Capital Equipment	\$ 60,000
New Request: Improve Irrigation system	\$ 30,000	81-5-47-401.00	Capital Projects	\$ 30,000
	<u>\$ 90,000</u>			
WATER CONSTRUCTION FUND - 33				
Roll-over remaining funds available	\$ 1,413,034	33-5-33-286.00	TWDB CO2019	\$ 1,413,034
Roll-over remaining funds available	\$ 2,000	33-5-33-286.01	TWDB LF 2019	\$ 2,000
Roll-over remaining funds available	\$ 16,000	33-5-33-287.00	TWDB EDAP 2019	\$ 16,000
Roll-over remaining funds available	\$ 1,577,000	33-5-33-299.00	TWDB EDAP 2024	\$ 1,577,000
Roll-over remaining funds available	\$ 640,204	33-5-33-289.01	TWDB CO 2024	\$ 640,204
Roll-over remaining funds available	\$ 4,167,250	33-5-33-290.00	TWDB RWAFF GT 2025	\$ 4,167,250
Roll-over remaining funds available	\$ 475,000	33-5-33-290.01	RWAFF PROJ - CITY FUNDS	\$ 475,000
	<u>\$ 8,290,488</u>			
WWTP CONSTRUCTION FUND - 35				
Roll-over remaining funds available	\$ 956,447	35-5-25-285.00	TWDB CO 2019A	\$ 956,447
Roll-over remaining funds available	\$ 364,151	35-5-25-285.01	TWDB CO 2019B	\$ 364,151
Roll-over remaining funds available	\$ 32,770	35-5-25-285.02	TWDB LF 2019	\$ 32,770
	<u>\$ 1,353,368</u>			
TOTAL ADJUSTMENS TO REVENUE SOURCES	\$ 23,000			
TOTAL ADJUSTMENTS TO EXPENDITURES	\$ 11,339,356			

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	11-04-2025	AGENDA ITEM	7.B.
AGENDA SUBJECT:	Discussion, consideration and possible action regarding approval of Resolution 2025-024 to request grant funds from the Concho Valley Council of Governments (CVCOG) under the Regional Solid Waste Grants Program, Grant FY2025/2026 for purchase of baler recycling equipment for cardboard and aluminum products.		
PREPARED BY:	B. Roberts / S. Miller	Date Submitted:	10/23/2025
EXHIBITS:	Resolution 2025-024		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			

SUMMARY:
The Concho Valley Council of Governments (CVCOG), San Angelo, TX, has invited City of Brady to apply for a 100% grant award to fund the purchase of a baler recycling equipment. This resolution is part of an entire application packet and a requirement to local governments to pass and include in the application packet. The proposed grant amount being sought is \$18,000.00. This proposed baler will help with the demands on aluminum, cardboard, and plastic recycling by bundling for transport.

RECOMMENDED ACTION:
Mayor: Move to approve Resolution 2025-024 authorizing the City Manager as a signatory authority to execute a grant application with the CVCOG – San Angelo program in an amount not to exceed \$18,000.00.

CITY OF BRADY, TEXAS

RESOLUTION NO. 2025-024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS, AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE CONCHO VALLEY COUNCIL OF GOVERNMENTS (CVCOG) FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT; AUTHORIZING JAMES STEWART, CITY MANAGER, TO ACT ON BEHALF OF THE CITY OF BRADY, TX IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED, THE CITY OF BRADY WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE CONCHO VALLEY COUNCIL OF GOVERNMENTS, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE STATE OF TEXAS.

WHEREAS, the CVCOG is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation of the CVCOG adopted regional solid waste management plan; and

WHEREAS, the CITY OF BRADY, in the State of Texas, is qualified to apply for grant funds under the Request for Applications.

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

1. That the CITY OF BRADY is authorized to request funding under the CVCOG Request for Applications of the Regional Solid Waste Grants Program and act on behalf of the CITY OF BRADY in all matters related to the grant application and any subsequent grant contract and grant project that may result.
2. That if the project is funded, CITY OF BRADY will comply with the grant requirements of the CVCOG, Texas Commission on Environmental Quality and the State of Texas.
3. The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.
4. That activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

PASSED AND APPROVED by the City of Brady City Council on this ____ day of _____, 2025.

Anthony Groves, Mayor

Notary: _____
(Signature)

(Typed or Printed Name)

(Commission Expires

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	11-04-2025	AGENDA ITEM	7.C.
AGENDA SUBJECT:			
Discussion, consideration, and possible action authorizing the city manager to sign a sales quote with Warren CAT, San Angelo, TX, an action committing City Council to a future lease/purchase agreement with Caterpillar Financial Services Corporation for a CATERPILLAR D6 Dozer for city landfill operations.			
PREPARED BY:	S.Miller	Date Submitted:	10/27/2025
EXHIBITS:			
WarrenCAT Sales Quote – D6 Dozer Picture			
BUDGETARY IMPACT:		Required Expenditure:	\$0.00
		Amount Budgeted (all leases):	\$0.00
		Appropriation Required:	\$0.00
CITY MANAGER APPROVAL:			

SUMMARY:
<p>Currently, the D6T Dozer at the city landfill is at the end of its 5-year lease/purchase agreement with Warren CAT. In discussions with Warren CAT on exchanging the existing dozer equipment and establishing a new lease/purchase agreement for a new D6 dozer it has been revealed that there is an approximate six (6) month lead-time for a replacement dozer. To minimize any further delays, Warren CAT is offering a sales quote to secure an equipment assembly slot for the dozer. The sales quote commits the City Council to enter into a future lease/purchase agreement with Caterpillar Financial Services Corporation and as shown in the exhibit the sales price quote is \$601,657.11.</p>


RECOMMENDED ACTION:
<p>Mayor: <u>“Do I have a motion to authorize the city manager to sign a sales quote with Warren CAT for a CATERPILLAR D6 Dozer for city landfill operations?”</u></p>

WARREN CAT, PO BOX 60662, MIDLAND, TX79711-0622 Phone: (432) 571-4200

PURCHASER		CITY OF BRADY			
STREET ADDRESS		PO BOX 351		<SAME>	
S O L D	CITY/STATE	BRADY, TX	COUNTY	MCCULLOCH	S H I P
	POSTAL CODE	76825-0351	PHONE NO.	325 597 2152	
T O	CUSTOMER CONTACT:	EQUIPMENT STEVEN MILLER		T O	
		PRODUCT SUPPORT STEVEN MILLER			
INDUSTRY CODE:				GOVT GENERAL USAGE (207G)	F.O.B. AT: San Angelo
CUSTOMER NUMBER			Sales Tax Exemption # (if applicable) GOVT		CUSTOMER PO NUMBER
					ORDER AGREEMENT ONLY 2026 BUDGET
PAYMENT TERMS:					
(All terms and payments are subject to Finance Company - OAC approval)					
NET PAYMENT ON RECEIPT OF INVOICE		<input type="checkbox"/>	NET ON DELIVERY		<input type="checkbox"/>
			FINANCIAL SERVICES		<input type="checkbox"/> CSC <input type="checkbox"/> LEASE
CASH WITH ORDER		\$0.00	BALANCE TO FINANCE		\$0.00
PAYMENT PERIOD			PAYMENT AMOUNT		0.00
			NUMBER OF PAYMENTS		0
			OPTIONAL BUY-OUT		\$0.00
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CATERPILLAR		MODEL: D6		YEAR: 2026	
STOCK NUMBER: TBD		SERIAL NUMBER: TBD			
D6 TRACTOR CFG1	464-5707	CAB, HIGH DEBRIS	612-0656	RIPPER, HIGH LIFT	633-1784
LANE 3 ORDER	OP-9003	LIGHTS, 6 LED, PUSHARM	621-4239	6SU BULLDOZER, GUARDED	624-1117
REGIONAL PACKAGE - AM-N	650-8443	SEAT, STANDARD	470-7252	CYLINDER LINES, PUSHARM	566-3144
CONFIG ARR 20C, LUC	624-6807	FLOOR, CAB, QUICK ACCESS	621-2024	BLADE, 6SU, WASTE	472-7305
WASTE HANDLING ARR, PUSHARM	622-7130	AIR CONDITIONING, QUICK DISC	619-9954	6SU XL PUSHARM	562-4899
FINAL DRIVE, 76", GRD	630-5363	PRECLEANER, CAB POWERED	621-6694	TOOTH, CURVED	597-6184
ENGINE, LUC, THERMAL SHIELD	622-8364	PREMIUM CORP RADIO (12V)	627-1568	ENGINE COOLANT, STD (-37C)	382-5934
PRECLEANER, WITH SCREEN	602-7269	REAR CAMERA	639-5023	FLUIDS, STD OIL	624-5032
OIL CHANGE SYSTEM, HIGH SPEED	618-5977	ASSIST W/ARO	594-3513	SERIALIZED TECHNICAL MEDIA KIT	421-8926
UNDERCARRIAGE, HDXL, WASTE	622-2092	JOYSTICK, ARO/GRADE, PA	608-3257	LIGHT, BEACON	589-3554
TRACK, 24" ES TRAP HDXL, CTWS	616-3007	DOZER CTL, ARO/GRADE, PA	594-7762	LIGHT, REAR WORK	650-9573
HYDRAULICS, PUSHARM	624-0027	PROD LINK, PLE643/PLE743 RADIO	619-4080	RADIO, CB (READY)	617-3866
CONTROL, RIPPER	464-5459	FUEL TANK, BASIC	619-1829	CTWS + MSS RECEIVER, BLE	611-7487
FAN, REVERSING	616-3576	GUARD, BTM, SEALED,HD, PUSHARM	471-7279	SCREEN, REAR, HINGED	599-7940
ALTERNATOR, 150 AMP, DUCTED	602-7741	GRAB HANDLES, HD, PUSHARM	505-6705	GUARD, FUEL TANK	522-7670
WATER JACKET HEATER, 120V	629-6226	ENCLOSURE, ENGINE, PUSHARM	637-3333	SEALS, HIGH DEBRIS	511-6789
YEAR	TRADE-IN EQUIPMENT		SERIAL NO.	SELL PRICE	\$600,037.05
2020	D6 - CATERPILLAR (AA)		SA900383	EXT WARRANTY	Included
				LESS GROSS TRADE ALLOWANCE	(\$125,360.00)
				NET BALANCE DUE	\$474,677.05
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.				TRADES AMOUNT OWED (PAID BY DEALER)	\$125,360.00
GROSS TRADE ALLOWANCE				HET: HET TOM GREEN CO TAX (0.17%)	\$1,020.06
PAYOUT TO CAT Financial				AFTER TAX BALANCE	\$601,057.11
CUSTOMER TO PAYOUT <input type="checkbox"/>				WARREN CAT TO PAY OUT <input type="checkbox"/>	
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.					
<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY			<input type="checkbox"/> USED EQUIPMENT WARRANTY		
INITIAL _____			INITIAL _____		
The customer acknowledges that he has received a copy of the Warren CAT/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Standard 12 Month Unlimited Hour Full Machine Coverage 60M, 5000HR PREMIER					
All used equipment is sold as is where is and no warranty is offered or implied except as specified here: Warranty applicable: 					
CSA:					
NOTES: ORDER AGREEMENT ONLY FOR BUDGET YEAR 2026.					

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

To the extent that the property described herein is used equipment, Buyer is hereby notified that Warren Power & Machinery, Inc. has assigned its rights (but not its obligations) in this agreement to sell such equipment to CATO Exchange Services, LLC, a qualified intermediary, as part of an Internal Revenue Code Section 1031 exchange.

ORDER RECEIVED BY <u>West, Jamey</u>  REPRESENTATIVE	PURCHASER APPROVED AND ACCEPTED ON _____ CITY OF BRADY _____ PURCHASER BY _____ SIGNATURE _____ TITLE
--	---



2020/11/09
14:35

**CITY COUNCIL
CITY OF BRADY, TEXAS
AGENDA ACTION FORM for ORDINANCE**

AGENDA DATE:	11/04/2025	AGENDA ITEM	7.D.
AGENDA SUBJECT:	Discussion, consideration and possible action regarding the first reading of Ordinance 1404 of the City of Brady, Texas repealing Ordinance 1099 regarding cost recovery fee schedule for fire services.		
PREPARED BY:	J. Stewart	Date Submitted:	10/27/2025
EXHIBITS:	Ordinance No. 1404		
BUDGETARY IMPACT:	Required Expenditure:		\$00.00
	Amount Budgeted:		\$00.00
	Appropriation Required:		\$00.00
CITY MANAGER APPROVAL:			

SUMMARY:
The City Council of the City of Brady, Texas passed Ordinance 1099 on August 6, 2012 providing for a cost recovery fee schedule specialized fire services. These have not been updated since passing of the ordinance and are now outdated. The City of Brady will contract with Emergifire for the billing and collection services.

RECOMMENDED ACTION:
Mayor will ask: <u>“Madam City Secretary please read the Ordinance Preamble for the record in accordance with the City Charter.”</u> “Secretary reads preamble”
Mayor calls for a motion: Move to approve the first reading of Ordinance 1404

ORDINANCE NO. 1404

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADY REPEALING ORDINANCE 1099, CITY OF BRADY, TEXAS, REGARDING COST RECOVERY FEE SCHEDULE FOR FIRE SERVICES

WHEREAS, the City of Brady, Texas, previously enacted provisions in its Codes of Ordinances relating to fees associated with providing specialized fire services; and

WHEREAS, these fees are obsolete and no longer being charged by the City of Brady; and

WHEREAS, the City of Brady will contract with Emergifire for the deployment of emergency and non-emergency services for services provided/rendered for the Brady Fire Department.

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

I.

That Chapter 5, Article 01, Code of Ordinances, City of Brady Texas is hereby repealed in its entirety. The effective date of this repeal is immediate.

II.

- A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.
- B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.
- C. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, as all required by the Open Meetings Act, Chapter 551, Texas Government code, as amended.

Passed and approved on the FIRST READING this ____ day of _____ 2025.

Passed and approved on the SECOND READING this ____ day of _____ 2025.

Anthony Groves, Mayor

ATTEST:

Tina Keys, City Secretary

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	11/4/2025	AGENDA ITEM	7.E.
AGENDA SUBJECT:	Discussion, consideration and possible action to amend Emergicon, LLC agreement with the City of Brady to include adding Emergifire, LLC for billing of fire services performed by the Brady Fire Department.		
PREPARED BY:	J. Stewart	Date Submitted:	10/27/2025
EXHIBITS:	Addendum C – Fire/Emergency Response Billing		
BUDGETARY IMPACT:	Required Expenditure:		\$00.00
	Amount Budgeted:		\$00.00
	Appropriation Required:		\$00.00
CITY MANAGER APPROVAL:			
SUMMARY:			
<p>The City of Brady began using Emergicon LLC back in July 2018 to handle the billing aspect of EMS. The company has been performing well and city staff would like to add in the additional services they offer and bill for fire calls and not be limited only to billing EMS calls.</p> <p>The city manager, fire chief and finance officer met with a company representative to discuss the pros and cons in pursuing this option and staff recommends we add in the billing options for fire calls to help recoup some of the costs associated with operating full time paid fire and EMS services.</p>			
RECOMMENDED ACTION:			
Move to approve Addendum C with Exhibit A attached.			

ADDENDUM C – FIRE/EMERGENCY RESPONSE BILLING

This Addendum C (this “**Addendum**”) is entered into by and between Emergifire, LLC, a Texas limited liability company (“**Emergifire**”) and City of Brady Fire & EMS Department, Inc, (“**CLIENT**”), dated October 3, 2025 and is subject to the terms and conditions of that certain Agreement for Specialized Professional Ambulance Billing Services by and between Emergicon, LLC and Client, dated July 2, 2018 (the “**Services Agreement**”). Capitalized terms used herein will have the meaning given in the Services Agreement unless otherwise noted.

RECITALS

WHEREAS, Emergicon, LLC is engaged in the business of providing fire response and cost recovery services as detailed below through a contractor relationship with Emergifire;

WHEREAS, Emergifire is engaged in the business of providing third-party billing and accounts receivable management specialized professional services related to motor vehicle accidents and other emergency responses for emergency service organizations;

WHEREAS, CLIENT desires to utilize Emergifire for billing and claims management services for its organization; and WHEREAS, Emergifire is willing to provide such specialized professional services upon the terms and conditions provided in this Addendum;

1. Specialized Professional Services. Emergifire agrees to perform the following duties (collectively referred to as the “Services”) on behalf of CLIENT as a normal course of business:

- a. Promptly prepare and submit claims to the responsible party deemed complete and eligible for submission by Emergifire in conformance with this Addendum.
- b. Provide instructions for the submission of Required Documentation to Emergifire.
- c. Promptly post payments made on CLIENT’s behalf.
- d. Provide monthly reports to CLIENT, which include, at a minimum, cash received and balance summary.
- e. Will not begin litigation against a person, entity, or insurance carrier without prior written approval by the CLIENT.

Specifically Excluded Duties of Emergifire. Notwithstanding any provisions of this Agreement to the contrary, Emergifire shall *not* be responsible to:

- a. Initiate or pursue litigation for the collection of past due accounts.
- b. Provide legal advice or legal services to CLIENT or anyone acting on CLIENT’s behalf.

2. Term and Termination.

This Addendum runs in concurrence to the Services Agreement.

3. Compensation.

a. In exchange for the Specialized Professional Services described in this Addendum, CLIENT shall pay Emergifire a fee equivalent to fifteen percent (15%) of all revenues collected by Emergifire on behalf of CLIENT. Credit card payments accepted by Emergifire will be charged an additional two percent (2.0%).

b. Emergifire shall submit invoices to CLIENT either directly or in accordance with the invoicing process established in the Emergicon Service Agreement, as determined by Emergifire. CLIENT agrees to remit payment within thirty (30) days of the invoice date. Emergifire reserves the right to assess simple interest at an annual rate of eighteen percent (18%), compounded daily, on any outstanding balances not paid within thirty (30) days of the invoice date. CLIENT agrees to reimburse Emergifire for any and all sales tax liabilities that may arise as a result of this Addendum.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date written below.

EMERGIFIRE, LLC.

CLIENT

By:

By:

Signature

Signature

Christopher Turner, MHA

Print Name

Print Name

Founder & CEO

Title

Title

Date

Date

EXHIBIT A

Mitigation Rates

MOTOR VEHICLE INCIDENTS

The department has the option to bill each fire as an independent event with custom mitigation rates. (Itemized meaning, per person, at various pay levels and the products used.)

Level 1 MVA - \$602

Provide hazardous materials assessment and scene stabilization. This is the most common “billing level” and will occur most every time the fire department response to an accident/incident.

Level 2 MVA - \$687

Includes Level 1 services as well as clean up and materials used for hazardous fluid cleanup and disposal. We will bill at this level if the fire department must clean up any gasoline or other automotive fluids that are spilled because of the incident

Level 3 – Car Fire - \$838

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, TIC use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled because of the accident/incident

Level 4 – EV Car Fire – \$838 plus cost of blanket

ADDITIONAL RATES

Engine \$554 per hour

Truck \$693 per hour

Chief Officer \$347 per hour

Specialized Apparatus (such as Brush Truck, UTV, boat, etc.) - \$416 per hour

Miscellaneous Equipment - \$416 per apparatus

Heavy Extrication Tools Used- \$1,811 per incident

Creating Landing Zone - \$553 per incident

HAZMAT

The department has the option to bill each fire as an independent event with custom mitigation rates. (Itemized meaning, per person, at various pay levels and the products used.)

Level 1 - \$972

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 – \$3,473

Intermediate Response: Claim will include an engine response, first responder assignments, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up of command and decon center. PPE to include level A or B donning, breathing air and detection equipment.

Level 3 - \$8,199

Advanced Response: Claim will include an engine response, first responder assignments, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up of command and decon center. PPE to include level A or B donning, breathing air and detection equipment. Will include detection equipment, recovery and identification of materials, disposal and environmental cleanup, as well as the rate. Includes 3 hours of on scene time – each additional hour over, is billed at \$366 per hour, per HAZMAT team.

ADDITIONAL APPARATUS ON SCENE (for all levels of service)

Engine billed at \$554.00 per hour.

Truck billed at \$693.00 per hour.

Chief Officer \$347 per hour

Specialized Apparatus (such as Brush Truck, UTV, boat, etc.) - \$416 per hour

Miscellaneous Equipment - \$416 per apparatus

FIRES

Assignment - \$554.00 per hour, per engine / \$693.00 per hour, per truck.

Includes

- Scene Safety
- Investigation
- Fire/Hazard Control

The department has the option to bill each fire as an independent event with custom mitigation rates. (Itemized meaning, per person, at various pay levels and the products used.)

FIRE INVESTIGATION

Fire Investigation Team - \$554 per hour.

Services to include:

- Scene Safety
- Investigation
- Source Identification
- K-9/Arson Dog Unit
- Identification Equipment
- Mobile Detection Unit
- Fire Report

The claim begins with the fire investigation responds to the incident and is billed for only the time logged.

FIRE MARSHAL/OPERATIONS CHIEF RESPONSE

This includes the setup of command and providing direction of the incident. This could include operations, safety, and administration of the incident.

ILLEGAL FIRES

Assignment Rates - \$554/hour, per engine

\$693/hour, per truck

When a fire is started by any person(s) that require Brady Fire Department to respond during a time or season when fires are regulated or controlled by local or state rules, provisions, or ordinances because of pollution or fire danger concerns. The person(s) will be liable for the Brady Fire Department response as a cost, not to exceed, the actual expenses incurred by the Brady Fire Department. Similarly, if a fire is started where permits are required for such a fire, and the permit was not obtained and Brady Fire Department is required to respond to contain the fire, the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

The department has the option to bill each fire as an independent event with custom mitigation rates. (Itemized meaning, per person, at various pay levels and the products used.)

Level 1 - Billed at \$554/hour plus \$68 per hour, per person

Basic Response: Claim will include engine response, first responder assignments. This will be the most common “billing level” and will occur almost each time the Brady Fire Department must respond to a water incident.

LEVEL 2 - Billed at \$1,110/hour plus \$68 per hour, per person.

Intermediate Response: Includes Level 1 actions as well as cleanup and materials needed for hazmat spill. We will bill at this level if the Brady Fire Department must clean up small amounts of gasoline or other fluids, as a result of the incident.

LEVEL 3 - Billed at \$2,747/hour plus \$68 per hour, per person.

Advance Response: Includes services above, as well as DART activation, and recovery and identification of materials associated. Will include the fees for environmental disposal fees.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates that are deemed usual, customary and reasonable (UCR). These incidents will be billed itemized per apparatus, per rescue person, plus the rescue products used.

Minimum billed at \$554 for the first response vehicle, plus \$68 per rescue person.

Additional rates of \$554 per hour per response vehicle and \$58 per hour per rescue person.

GAS LEAKS (Natural)

The department has the option to bill each fire as an independent event with custom mitigation rates. (Itemized meaning, per person, at various pay levels and the products used.)

Level 1 – Natural Gas leak, outside without fire - \$523/hour

Description: Minimal danger to life, property, and the environment, leak typically for mechanical damages to a meter or pipe.

Level 2 – Natural Gas leak, Outside with Fire - \$748/hour, plus \$68 per hour, per person.

Description: Moderate danger to life, property, and the environment, leak typically caused from mechanical damage with nearby operating equipment causing a fire.

Level 3 – Natural Gas leak inside structure - \$932/hour, plus \$68 per hour, per person.

Description: Significant danger to life, property, and the environment, leak is typically difficult to identify and locate.

FIRE MARSHAL INSPECTION AND PERMITTING FEES

a) Fire Marshal Inspections.

- 1) Certificate of Occupancy - \$60.00.
- 2) Temporary Certificate of Occupancy - \$60.00.
- 3) After Hours Inspections (after 5:00 p.m. or on weekend)
 - i. \$150.00 per hour for first two hours.
 - ii. \$50.00 per hour for each additional hour beyond the first two hours.

b) Fire Protection Systems.

- 1) 1-10 devices - \$75.00.
- 2) 11-25 devices - \$100.00.
- 3) 26-100 devices - \$200.00.
- 4) 101-200 devices - \$275.00.
- 5) 201-500 devices - \$500.00.
- 6) Per device for each device over 500 - \$1.00.

c) Fire Sprinkler Systems.

- 1) Underground- \$150.00.
- 2) Aboveground, 1-19 heads - \$75.00
- 3) Aboveground 20-100 heads - \$100.00.
- 4) Aboveground, 101-300 heads - \$200.00.
- 5) Aboveground 301-1,000 heads - \$400.00.
- 6) Per head/or each over 1,000 heads - \$1.00.
- 7) Fire Pump, additional - \$150.00.

d) Access Control.

- 1) 1-10 Doors - \$75.00.
- 2) 11-25 Doors - \$100.00
- 3) 26-100 Doors - \$200.00.
- 4) 101-200 Doors - \$275.00
- 5) 201-500 Doors - \$500.00.
- 6) Per device for each device over 500 - \$1.00.

e) Fire Alarm System Permits.

- 1) Residential Permit Fee - \$50.00 annually.
 - i. This residential fee shall be waived if a burglar alarm permit fee has already been paid.
- 2) Non-Residential Permit Fee - \$100.00 annually.

f) False Alarm Billing Fee (Residential).

- 1) The first three (3) false alarm calls within a twelve (12) month period are free of charge.
- 2) The fee for the fourth (4th) and fifth (5th) false alarm calls within a twelve (12) month period is \$75.00 per call.
- 3) The fee for the sixth (6th) and seventh (7th) false alarm calls within a twelve (12) month period is \$250.00 per call.
- 4) The fee for the eighth (8th) false alarm call and any false alarm call beyond the eighth (8th) within a twelve (12) month period is \$500.00 per call.

g) False Alarm Fee (Non-Residential).

- 1) The first three (3) false alarm calls within a twelve (12) month period are free of charge.
- 2) The fee for the fourth (4th) and fifth (5th) false alarm calls within a twelve (12) month period is \$150.00 per call.
- 3) The fee for the sixth (6th) and seventh (7th) false alarm calls within a twelve (12) month period is \$500.00 per call.
- 4) The fee for the eighth (8th) false alarm call and any false alarm call beyond the eighth (8th) within a twelve (12) month period is \$1,000.00 per call.

h) Fire Marshal Annual Inspection Fee.

- 1) 1 - 1,500sq. ft. - \$50.00 annually.
- 2) 1,501 - 3,000 sq. ft. - \$55.00 annually.
- 3) 3,001 - 5,000 sq. ft. - \$60.00 annually.
- 4) 5,001 - 10,000 sq. ft. - \$65.00 annually.
- 5) 10,001 - 25,000 sq. ft. - \$70.00 annually.
- 6) 25,001 - 50,000 sq. ft. - \$75.00 annually.
- 7) 50,001 - 75,000 sq. ft. - \$80.00 annually.
- 8) 75,001 - 100,000 sq. Ft. - \$100.00 annually.
- 9) 100,001 - 200,000 sq. ft. - \$120.00 annually.
- 10) 200,001 sq. ft. and greater - \$280.00 annually.

i) Hazardous Materials Annual Permit (includes flammable/combustible liquids).

- 1) Powders and Solids
 - i. 1,000 lbs. and less - \$25.00
 - ii. 1,001 - 2,000 lbs. - \$37.50.
 - iii. 2,001 - 5,000 lbs. - \$70.00.
 - iv. 5,001 lbs. and over - \$137.50.
- 2) Liquids and Gels.
 - i. 25 gallons or less - \$25.00.
 - ii. 26 -100 gallons - \$37.50.
 - iii. 101- 1,000 gallons - \$70.00.
 - iv. 1,001 gallons or more - \$137.50.
- j) Plan Review Fees.**
 - 1) Plan Review - \$60.00.
 - 2) Fire Alarm System - \$70.00.
 - 3) Fire Sprinkler System - \$150.00.
 - 4) Emergency Lighting- \$37.50.
 - 5) Special Lighting - \$30.00.
 - 6) Liquid storage tanks, hazardous materials - \$70.00.
- k) Reinspection Fee - \$60.00.**
- l) Special Permits.**
 - 1) Blasting operation - \$65.00 per day.
 - 2) Pyrotechnic display - \$65.00 per day.
 - 3) Tent permit.
 - i. 1 - 30 days - \$30.00.
 - ii. Each additional 30 days or portion thereof- \$30.00.
- m) Underground Storage Tanks Installation.** The fees set forth in this subsection are applicable to both temporary and permanent underground storage tanks.
 - 1) 0 - 1,000 gallons - \$50.00.
 - 2) More than 1,000 gallons - \$100.00.
- n) LPG Tank Installation or Removal - \$50.00.**
- o) Special Event Fees.**
 - 1) Fire marshal permit.
 - i. \$125.00 for first day.
 - ii. \$75.00 per each additional day thereafter.
 - 2) Fire marshal on premises - \$65.00 per hour.
 - 3) Standby fire personnel, no apparatus - \$65.00 per hour (each, three hours minimum).
 - 4) Standby ambulance, with personnel - \$130.00 per hour (three hours minimum).
 - 5) Standby engine or truck, with personnel - \$195.00 per hour (three hours minimum).
- p) State Mandated Inspections.**
 - 1) Hospitals - \$100.00
 - 2) Nursing and long-term care homes - \$75.00.
 - 3) Daycare/Mother's Day out- \$50.00.
 - 4) Foster home or adoptive home - \$10.00.
 - 5) Home inspection (insurance) - \$50.00."

**CITY COUNCIL
CITY OF BRADY, TEXAS
AGENDA ACTION FORM for ORDINANCE**

AGENDA DATE:	11/04/2025	AGENDA ITEM	7.F.
AGENDA SUBJECT:	Discussion, consideration and possible action regarding the first reading of Ordinance 1405 of the City of Brady, Texas amending Ordinance 1401, a Schedule of Fees for the Administration of Utility Rates, Programs, Regulations and other Operations of the City, adding rates for the deployment of emergency and non-emergency services provided by the Brady Fire Department		
PREPARED BY:	J. Stewart / T. Keys	Date Submitted:	10/29/2025
EXHIBITS:	Ordinance No. 1405		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			

SUMMARY:
The Brady Fire Department currently bills for expenses they incur when responding to EMS calls. They would like to include billing for expenses incurred when responding to Fire calls. These fees must be added to the fee schedule.

RECOMMENDED ACTION:
Mayor will ask: <u>“Madam City Secretary please read the Ordinance Preamble for the record in accordance with the City Charter.”</u> “Secretary reads preamble”
Mayor calls for a motion: Move to approve the first reading of Ordinance 1405

ORDINANCE NO. 1405

AN ORDINANCE OF THE CITY OF BRADY TEXAS AMENDING ORDINANCE 1401, A SCHEDULE OF FEES FOR THE ADMINISTRATION OF UTILITY RATES, PROGRAMS, REGULATIONS AND OTHER OPERATIONS OF THE CITY TO INCLUDE RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES PROVIDED BY THE BRADY FIRE DEPARTMENT

WHEREAS, the City Council of the City of Brady desires to implement fair and equitable rates for the delivery of emergency and non-emergency services provided by the Brady Fire Department for personnel, supplies and equipment deployed to the scene of emergency and non-emergency incidents; and

WHEREAS, the rates shall be based on actual costs of the services which are usual, customary and reasonable; and

WHEREAS, a claim shall be filed to the responsible party(s) through their insurance carrier. In some circumstances, the responsible party will be billed directly; and

WHEREAS, the Rates listed in Exhibit A will increase by 1.5% annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more. Rate adjustments will occur on the anniversary date of this ordinance to keep the Brady Fire Department's recovery cost program in conformity with increasing operating expenses.

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

That the City of Brady Schedule of Fees for the Administration of Utility Rates, Programs, Regulations and Other Operations of the City be amended to include rates for the deployment of Emergency and Non-emergency services provided by the Brady Fire Department as attached hereto in Exhibit A incorporated herein.

Passed and approved on the FIRST READING this ____ day of _____, 2025.

Passed and approved on the SECOND READING this ____ day of _____, 2025.

Anthony Groves, Mayor

ATTEST:

Tina Keys, City Secretary

CITY OF BRADY
Service Fees and Utility Rates Schedule
Effective Oct. 1, 2025

COMMUNITY & TOURISM SERVICES

BRADY LAKE

Staff is authorized to adjust retail prices and equipment rates as dictated by market forces to achieve fair market value

Camping Fees Art 1.10, Ord 941

RV Spaces		\$35	*per day - full hookups (50 or 30 amp electric, water, sewer)
		\$25	per day (water, 30 or 50 amp electric) (*1 week advance only)
		\$20	per day (electric only)
		\$450	per month, full hookup, approved by lake store manager as space available
		\$25	per day late fee
(with tent setup)	Add	\$10	per day per tent
RV spaces w/ electric only		\$20	per day
Cabanas		\$25	per day (maximum 10 days)
(Screened shelters, no A/C)			
(with tent setup)	Add	\$10	per day per tent
Cabin		\$50	per day (maximum 10 days)
(with tent setup)	Add	\$10	per day
Tent Camping		\$10	per day per tent (maximum 10 days)
Primitive Camping		\$5	per day per tent (maximum 10 days)

Pavilion Rental

\$50 per day

Dump Station Fee

\$10 per use

Kayak Rental

\$40 per use * * must be brought back 15 min. before closing time

Paddle Board Rental

\$10 per hour *

Storage Shed Rental

\$45 per month
\$500 per year

Gun Range *

55 & up / under 12 / Veterans	\$5	per person / day
Veterans	\$3	per person / day
Annual Fee	free	
*everyone must sign in at store	\$100	per person / day

Mon - Fri 8:00 am - 5:00 pm	Winter *
Sat - Sun 7:00 am - 5:00 pm	
Sun - Thurs 8:00am - 5:00 pm	Summer *
Fri - Sat 8:00 am - 7:00 pm	

Boat Dock Annual Permit

\$25 per year *when time changes

AQUATICS CENTER

Sec. 1.10.121, Ord 1152

Staff is authorized to adjust retail prices and equipment rates as dictated by market forces to achieve fair market value

Swimming Fees Sec. 1.10.121

Ages 3 and up	\$2	per day
Season pass	\$60	per person
After school / non profit program fees	\$35	each additional family member / includes housing authority
scheduled outside of normal pool hours		

Lifeguard rates: hourly rate per lifeguard dependent upon number of kids with a minimum of 2 lifeguards

Private Parties (3 hour maximum) Sec. 1.10.122

up to 50 swimmers	\$100	*
51 - 100 swimmers	\$150	*
over 100 swimmers	\$200	* * Paid at time of party
Non-refundable deposit	\$50	must be paid at CITY HALL at time of reservation

WILLIE WASHINGTON PARK

Sec. 1.10.001, Ord 1109, 1134

Camping Fees RV spaces	\$20	* per day - full hook ups (50 amp electric, water, sewer)
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CITY OF BRADY
Service Fees and Utility Rates Schedule
Effective Oct. 1, 2025

RICHARDS PARK

Camping Fees Sec. 110.001, Ord 1109

RV Spaces	\$25	per day	*
Tent Camping	\$10	per day	*
Dump Station	\$10	per use	*maximum 10 days - maximum 20 days annually

Showbarn Rental

	\$50	per day / \$50 deposit	(hours: 6:00 a.m - 11:00 p.m. only)
Commercial Use	\$150	per day / \$50 deposit	

ED DAVENPORT CIVIC CENTER

Facility Use Art. A.2.006, Ord 849

Booking Deposit / Damage / Key:	\$200	* see rules for refunds
If alcohol is allowed, added damage deposit	\$200	* refundable if no damage
Weekday Daily Rental (Sunday - Thursday):	\$250	
Weekend Daily Rental (Friday or Saturday):	\$400	
Weekend Daily Rental (Friday or Saturday):	\$300	
Holiday / High Demand Rental, add:	\$100	
Daily Cleaning Fee:	\$150	
Cleaning fee Sunday - Thursday use	\$100	
Multi-day event cleaning fee	\$50	
McCulloch Co. 501(c)3 discount	\$100	one time per year
January & February rental discount	50%	off
Reservation Waiting List	\$100	refundable

no fee for events hosted by Brady / McCulloch County Chamber of Commerce

REST HAVEN CEMETERY FEES

Cemetery Plots Ord. 1049

Residents / Non-residents	\$350
Babyland	\$75

Grave Opening & Closing

Weekday Service	\$350
Saturday Service	\$425
Babyland	\$75
Permit to place monument	\$25 per year
Permit to Open/Close gravesite	\$25 per year

MUNICIPAL GOLF COURSE

Ord 1112 / Sec 1.10.151

Staff is authorized to adjust retail prices and equipment rates as dictated by market forces to achieve fair market value

Green Fees - 18 holes

Tuesday thru Thursday	\$15	per day
Weekend (Fri/Sat/Sun)	\$30	per day
Twilight (after 5:00pm)	\$10	per day
Youth 18 and under *	\$5	per day
* 18 years of age & under enrolled in school - does not extend past the summer of the year they graduate from high school		
Senior (over 75)	\$10	per day (excluding tournament)

Club Cart Rental

1/2 cart	\$12.50	plus tax
Full cart	\$25	plus tax (\$12.50 twilight)

Trail Fee for Personal Cart

\$4

CITY OF BRADY
Service Fees and Utility Rates Schedule
Effective Oct. 1, 2025

MUNICIPAL GOLF COURSE (cont.)

Cart Shed Rental

Monthly	\$25 member	\$30 non member
Annually	\$200 member	\$260 non member
New Shed (monthly)	\$50 member	\$75 non member
New Shed (annually)	\$500 member	\$800 non member

Cart Shed Unlocking Fee

\$25

Range Balls available

Student Rate

18 years of age and under enrolled in school	\$45 per year plus \$1 per day - Tues thru Fri. \$5 green fee Sat - Sun
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Tournament Course Closure Fee

\$600 per day

or a per player fee (to include cart)

\$15 each

(no charge for local youth and/or school tournaments / BGA)

Annual Membership

Single	\$600
Couple	\$800

Monthly Membership

Single	\$60
Couple	\$80

CURTIS FIELD AIRPORT

Retail prices and equipment rates as dictated by market forces to achieve fair market value

Fuel Price per gallon call for current rates

Hangar Rental

Monthly Aircraft Storage Fees:

Nightly Aircraft Storage Fees:

Piston Single Engine	\$100 per month	\$30 per day
Piston Twin Aircraft	\$170 per month	\$60 per day
Turbine Aircraft	\$215 per month	\$70 per day
Jet Aircraft	\$565 per month	\$105 per day
Aircraft over 11,000 lbs	\$702 per month	\$170 per day
Helicopter	\$215 per month	\$70 per day

**** Aircraft over \$15,000 lbs. will be negotiated between Operator and Airport**

Non-Flying/Non-Airworthy Aircraft will be charged double the stated rate for the aircraft type

Storage of Non-Aviation related items, equipment, material is prohibited

Misc

After hours call out fee	\$50
Ramp fee	\$70
Aeronautical maintenance storage fee	\$25 per month
Tie down fee	
Conditional tie down fee - applies after the 4th day on the tie down to customers not buying fuel and aircraft that are not airworthy	
Long Term Parking	\$30 per month

Airport conference room rental \$100 per day

CITY OF BRADY
Service Fees and Utility Rates Schedule
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G. ROLLIE WHITE COMPLEX

Grandstand, infield arena, restrooms, utilities:

3 day (Fri/Sat/Sun) wee	\$475
2 day (Sat/Sun or Fri/Sat) weekend	\$325
1 day (Mon-Thurs) over 4 hours	\$125
1/2 day (Mon-Thurs) up to 4 hours	\$75
Day rental of Infield Arena Grounds Only:	\$50 per day
Office Area:	\$50 per day
Pavilion:	\$100 per day
Horse Stalls:	\$15 per day
Show Barn:	\$150 per day
Trailer Spaces (contestants):	\$20 per day
All users security / cleaning deposit (per day or 1/2 day):	\$50 per day
(25% discount for Not-for-Profit youth service organizations)	
(McCulloch County youth organizations with current 501©3 status - No Charge)	

MISCELLANEOUS PERMITS & SERVICES

Permitting *Ord 1077*

Solar Panels (Ord 1188)	\$100
Fence Permit	\$75
Demolition Permit, Residential	\$50
Demolition Permit, Commercial	\$150
Swimming Pool In Ground	\$100
Swimming Pool Above Ground (24" or deeper)	\$75
Carport	\$75
Accessory building larger than 150 sq. ft.	\$50
Customer Service Inspection (CSI) - Commercial	\$125
Customer Service Inspection (CSI) - Residential	\$50 in-house inspector
Sign Permit (less than 50 sq. ft.)	\$75
Sign Permit (larger than 50 sq. ft.)	\$125
Seasonal Permit Fee	\$100 with a \$50 - 90 day extension fee
Mobile Food Vendor Permit Fee	\$100
Manufactured Home Moving / Relocation	\$200
House Moving	\$200
Driveway / Curb Cut	\$40
Pull and haul curb	\$85
Street or Alley Closing	\$125
Peddler Permit	\$35 per year
Garage Sale Permit	0 1 per quarter, 3 continuous day maximum
Cargo / Shipping Container Pern	\$50
Grease Trap	\$40
Underground & above ground fuel tanks	\$100
Gasoline fuel pumps	\$10
LPG permit	\$10
Fuel gas line	\$40
Preliminary plan review - residential	\$125
Preliminary plan review - commercial	\$200

Certificate of Occupancy - Commercial

Per ownership change	\$75 each
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CITY OF BRADY
Service Fees and Utility Rates Schedule
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MISCELLANEOUS PERMITS & SERVICES (cont.)

Contractor Registration	\$50
Return Check <i>Sec. 13.03.049</i>	\$30
Alcoholic Beverage Permits <i>Sec. 4.03.032</i>	
Package Store Permit (P)	\$250.00 per year
Local Distributor's Permit (LP)	\$50.00 per year
Wine and Beer Retailer's Permit (BG/V/Y)	\$87.50 per year
Wine and Beer Retailer's Off-Premise Permit (BQ)	\$30.00 per year
Mixed Beverage Permit (MB/RM)	\$350.00 per year
Beer Retailers Off Premise Permit (BF)	\$30.00 per year
Wine Only Package Store Permit (Q)	\$37.50 per year
Package Store Tasting Permit (PS)	\$12.50 per year
Winery (G)	\$37.50 per year

BUILDING PERMITS

PERMIT & APPLICATION FEES

A. Building	
1 Single Family Residential New	\$220.00 min. (.05/sq.ft.)
2 Multi-family Residential or Commercial	\$325.00 min. (.05/sq.ft.)
3 Addition or outbuilding	\$50 min. (.05/sq.ft.)
B. Plumbing	
1 Single Family Residential Project	\$50 min. (.05/sq.ft.)
2 Multi-family Residential or Commercial	\$50 min. (.05/sq.ft.)
3 Lawn Irrigation System	\$40
C. Electric	
1 Single Family Residential Project	\$50 min. (.05/sq.ft.)
2 Multi-family Residential or Commercial	\$50 min. (.05/sq.ft.)
D. Mechanical (HVAC)	
1 Single Family Residential Project	\$50 min. (.05/sq.ft.)
2 Multi-family Residential or Commercial	\$50 min.
E. ROW Construction	
Construction working in ROW	\$100
F. Plan Review	\$50

Platting, Zoning and Re-Inspection Fees *Sec. A5.003 and A5.004, Ord 1134*

Re-inspection Fee	\$50
Zoning Application Fee	\$250
Zoning Variance Fee	\$250
Filing Fee for Preliminary Plats	\$300
Filing Fee for Final Plats	\$300
Minor Plat	\$100
On-Site Sewage Facility Permit <i>Sec. A5.005, Ord 884</i>	
Septic Tank System TCEQ Fee	\$10

CITY OF BRADY
Service Fees and Utility Rates Schedule
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FIRE & EMS SERVICES

Annual Fire Safety Inspections - Commercial Property - State Law Sec. A7.001

	<u>Staff</u>	<u>Outside</u>
Annual Fire Safety Inspection Program setup for City (one-time fee)	\$500	\$1,000
Annual Fire Safety Inspection and each re-inspection (per location)	\$50	\$150
Annual Fire Safety Foster Home Inspection	\$25	\$100

Ambulance Stand-by Fee (per game)

\$75

Fire/EMS Staff Stand-by (paid direct to personnel)

\$30 per hour

Burn Permit

\$50

Mitigation Rates

Attached as Exhibit A

POLICE SERVICES

TxDOT Crash Report

\$6

Funeral Procession sec. 1.12.041, Ord. 1067

On-duty officers (when available)	\$0
Off-duty officers (2 hour minimum)	\$25 per hour

Security fee to police staff

\$50 per hour - paid direct to personnel

Wrecker Service

\$150 per call (paid to vendor)

ANIMAL SERVICES

City Ordinance Fees

Impounded Animal, (Sec 2.02.009) Required to pay all fees incurred-Boarding and Compliance

First Offense	\$25
Second Offense	\$50
Each Subsequent Offense	\$150
Daily Boarding Fee	\$20 per day
Redemption of Quarantined Animal, (Sec 2.114) After payment of all fees incurred	\$10 per day for 10 days minimum

Animal Pick-up by (Surrender to) ACO requested by owner

Dog	\$50 each, if altered
Dog	\$90 each, if not altered
Cat	\$5 each, if altered
Cat	\$10 each, if not altered

Evidence leading to conviction of poisoning any animal (Sec 2.104) \$50 award

Annual Exotic Animal Permit (Expires Each December) (Permits held by City Secretary)

\$25 per year for 1st year
\$15 per year for 2nd (or subsequent) year
\$15 to amend permit

Adoption Fee

\$50

CITY OF BRADY
Service Fees and Utility Rates Schedule
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UTILITY RATES & PUBLIC WORKS

ELECTRIC

ELECTRIC UTILITY RATES *Sec. 13.05.031, Ord. 1104*

Residential rates:

Meter Service Charge	\$10.25	per month, plus;
Distribution Charge	\$0.0720	per kWh for all kWh per mo, plus;
Power Cost Adjustment		a component adjusted monthly based on wholesale power costs

Small Commercial:

Meter Service Charge	\$12.25	per month, plus:
Distribution Charge	\$0.0630	per kWh for all kWh per mo, plus;
Power Cost Adjustment		a component adjusted monthly based on wholesale power costs

Large Commercial:

Meter Service Charge	\$22.25	per month, plus;
Distribution Charge	\$0.0451	per kWh for all kWh per mo, plus;
Demand Charge	\$3.92	per kW, plus;
Power Cost Adjustment		a component adjusted monthly based on wholesale power costs

Industrial:

Meter Service Charge	\$1,000	per month for service, plus
Distribution Charge	\$0.0351	per kWh for all kWh, plus;
Demand Charge	\$3.92	per kW, plus;
Power Cost Adjustment		a component adjusted monthly based on wholesale power costs

Distributed Generation *Ord 1245*

The Brady Electric Utility will determine the Delivered kWh and the Received kWh on an ongoing, monthly basis
 Delivered kWh (energy) will be billed on the standard applicable rate schedule
 Received kWh (energy) will be multiplied by the utility's Avoided Cost of Generation Rate (ACGR)
 ACGR is based on the actual cost of generation from the City of Brady's wholesale supplier(s) divided by the total retail sales by the City for the billing period
 Any credit related to the ACGR shall be remitted by the Brady Utility billing service to the Customer in the billing period that the energy received was metered.
 One-time non-refundable installation set up fee of \$50.00 will be required
 Monthly meter data processing fee will be charged at the rate of \$3.00 per billing cycle
 Actual cost of the specialized DG meter will be charged to the Customer
 Penalty: \$1,000 if solar company starts work or energizes without inspections and approvals

Security Lights *Art. 13.05.033, Ord. 1092*

Installation Fees

on existing City pole	\$50	70 watt
	\$15	LED

The Electric Division will neither start work nor will the Electric Division order materials until it receives payment in full

Transformer Installation Fee:	Transformers, KVA Size/Fee	CT Metering Set
	<u>Residential</u>	
	15kVA / \$1,200	\$0.00 Charge applies to a single use container
	25kVA / \$1,400	\$0.00 Charge applies to a single use container
	<u>Small Commercial</u>	
	50kVA / \$1,800	actual cost
	100kVA / \$2,000	actual cost
	<u>Large Commercial</u>	
	50kVA / actual cost	actual cost
	100kVA / actual cost	actual cost
Greater than 100kVA	Actual Cost	actual cost
Pad Mounted transformers	Actual Cost	actual cost

CITY OF BRADY
Service Fees and Utility Rates Schedule
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ELECTRIC (cont.)

Advanced Meter Opt-out program fees:

Exchange fee from advanced to digital meter	\$50
Onsite monthly meter reading fee	\$15

GAS

GAS UTILITY RATES *Sec. 13.13.06.003 Definitions, Ord. 947*

Residential Rates *Sec. 13.1207*

Monthly Service Charge	\$9.00 per meter *
Distribution Charge	\$5.00 per 1000 cu ft (MCF)
plus	
cost of fuel adjustment	

*The minimum bill shall be \$10 per month

Commercial Rates *Sec. 13.06.003*

Monthly Service Charge	\$9.50 per meter *
Distribution Charge	\$5.00 per 1000 cu ft (MCF)
plus	
cost of fuel adjustment	

*The minimum bill shall be \$10 per month

Transmission Fee \$0.97 per mcf

Industrial Rates: *Sec. 13.06.003*

Monthly Service Charge	\$150.00 per meter
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Cost of Fuel Adjustment *Sec. 13.1210, Ord 1118*

Equal to the rate charged to the city for all gas purchases times the customer's gas consumption

Relight Pilot Light *Sec*

During normal Business Hours 8 a.m. to 5 p.m.

Citizens age 60 and above	no charge
Citizens age 59 and below	\$25.00

Before 9:00 a.m. or after 5:00 p.m. (not during normal business hours)

1st time lighting	\$25.00
2nd time lighting	\$35.00
3rd time lighting	\$45.00

Gas - Regulator Fees - New Construction or Remodel

The Gas division will neither start work nor will the Gas Division order materials until it receives full payment.

In the event a customer desires to increase the capacity of an existing service and it is agreeable with the City, the charge of such will be at the actual cost of installing a new regulator.

Residents/Non-residents

Any utility division will not, under any circumstances, authorize or construct an utility extension in conflict with City of Brady Ordinances.

Utility divisions will neither start work nor will utility division order materials until it receives full payment.

CITY OF BRADY
Service Fees and Utility Rates Schedule
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WATER

WATER USE RATES

Sec. A10.006, Ord 1051

Inside City Limits

Residential

Customer Meter Charge	\$23.10
0 - 10,000 gallons	\$6.30 per 1000 gallons
10,001 to 50,000 gallons	\$6.65 per 1000 gallons
50,001 to 100,000 gallons	\$7.60 per 1000 gallons
over 100,000 gallons	\$8.00 per 1000 gallons

Commercial

Customer Meter Charge	\$24.40
0 - 10,000 gallons	\$6.30 per 1000 gallons
10,001 to 50,000 gallons	\$6.65 per 1000 gallons
50,001 to 100,000 gallons	\$7.60 per 1000 gallons
over 100,000 gallons	\$8.00 per 1000 gallons

Outside City Limits

Residential

Customer Meter Charge	\$23.10
0 - 10,000 gallons	\$8.25 per 1000 gallons
10,001 to 50,000 gallons	\$8.80 per 1000 gallons
50,001 to 100,000 gallons	\$9.80 per 1000 gallons
over 100,000 gallons	\$10.20 per 1000 gallons

Commercial

Customer Meter Charge	\$24.40
0 - 10,000 gallons	\$8.25 per 1000 gallons
10,001 to 50,000 gallons	\$8.80 per 1000 gallons
50,001 to 100,000 gallons	\$9.80 per 1000 gallons
over 100,000 gallons	\$10.20 per 1000 gallons

Bulk Water

Standpipe Rate	\$25.00 per 1,000 gallons
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SEWER

SEWER RATES

Sec. A.10.007, Ord. 1051

Monthly Rates - Class A Residential Users

Customer Base Rate Charge	\$25.10
\$3.40 per thousand gallons for the average monthly consumption metered to the customer during December, January and February, adjusted annually every October 1	

Monthly Rates - Class B Commercial Users

Customer Base Rate Charge	\$25.80
\$5.05 per thousand gallons for the average monthly consumption metered to the customer during December, January and February, adjusted annually every October 1	

New Customer Rate \$45.50 **

** Assessed for a residential account that does not have consumption history for December, January and February until an average can be established

Septic Tank Disposal Fees

inside & outside city limits per gallon	\$0.25
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CITY OF BRADY
Service Fees and Utility Rates Schedule
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SOLID WASTE

Solid Waste Disposal - Monthly Rates *Sec. A10.008, Ord. 1051*

	Inside City Limits	Outside City Limits
Commercial Dumpster single container		
Two pick ups per week	\$123.00	\$133.50
Three pick ups per week	\$184.50	\$200.25
Four pick ups per week	\$246.00	\$267.00
Five pick ups per week	\$307.50	\$333.75
Six pick ups per week	\$369.00	\$400.50
Commercial Dumpster shared container		
Two customers per container		
Two pick ups per week	\$61.50	\$66.75
Three pick ups per week	\$92.25	\$100.13
Four pick ups per week	\$123.00	\$133.50
Five pick ups per week	\$153.75	\$166.88
Six pick ups per week	\$184.50	\$200.25
Three customers per container		
Two pick ups per week	\$41.00	\$44.50
Three pick ups per week	\$61.50	\$66.75
Four pick ups per week	\$82.00	\$89.00
Five pick ups per week	\$102.50	\$111.25
Six pick ups per week	\$123.00	\$133.50
Four customers per container		
Two pick ups per week	\$30.75	\$33.38
Three pick ups per week	\$46.13	\$50.00
Four pick ups per week	\$61.50	\$66.75
Five pick ups per week	\$76.88	\$83.44
Six pick ups per week	\$92.25	\$100.13
Residential - one pick up per week	\$23.00	\$27.00
Commercial Mechanically flipped carts	\$31.00	\$35.00
Churches - dumpster collection	\$61.50	
Churches - Mechanically flipped carts	\$16.00	
Additional dumpster pick up (drive-by)	\$15.00	per dump
Additional dumpster pick up (reload)	\$30.00	per dump
Additional 96-gallon cart	\$10.00	pre month
Landfill <i>Sec. A.10.008, Ord 1111, 773</i>		Greater than 1T is Pro-rated
Inside City	\$33.00	per load up to one ton (1T)
Outside City	\$42.00	per load up to one ton (1T)
Any load less than 800 lbs (.040 ton) (rate applies to both inside and outside city.) (no leaves, yard clippings or bagged waste)	\$15.00	per load up to 1/2 ton inside and outside city
Unsecured Load	\$10.00	

CITY OF BRADY
Service Fees and Utility Rates Schedule
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SOLID WASTE (cont.)

Damaged Poly Cart

Poly Cart	\$70.00
Lid	\$19.00
Wheel	\$5.00

Sanitation Fee	<i>Sec. A10.008</i>	\$2.55 per month per utility customer, inside city limits
Brush Chipping	<i>Sec. A10.008, Ord. 1052</i>	\$30.00 minimum for first half \$25.00 for each additional half hour \$15.00 per half hour for senior citizens age 60 and older

MISCELLANEOUS

The City of Brady will accept no more than \$2.00 in unrolled coins as form of payment

Deposit - Residential *Sec. A10.010*

Electric	\$100.00
Water / Sewer / Solid Waste	\$50.00
Gas	\$50.00

Customers shall deposit an amount established by the finance director or city manager

Two utilities	\$30.00
Three utilities	\$40.00

Transfer Fee *Sec. 13.205, 13.321b*

One utility	\$10.00
Two utilities	\$20.00
Three utilities	\$30.00

Utility Payment Late Fee *Sec. 13.03.008* 10%

Account Payment History Fee *Sec. 13.321g* \$5.00

Utility Bill Reprint Fee \$2.00

Re-Read Fee *Sec. 13.321f* \$5.00

Turn on / off fee \$50.00

Connect Fees:

Reconnect Fee	<i>Sec. 13.207</i>	\$50.00
After Hours Reconnect Fee		\$60.00

Credit Card Fee *Ord 1286* actual cost adjusted annually

Trip Charges: *Sec. 13.321, Ord 727*

Unscheduled Trip Charge	\$25.00
Unscheduled Maintenance Fee	\$50.00
After Hours:	
Unscheduled Trip Charge	\$35.00
Unscheduled Maintenance Fee	\$65.00

CITY OF BRADY
Service Fees and Utility Rates Schedule
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MISCELLANEOUS (cont.)

Bulk Trash Pickup *Sec. A10.015*

Classification: (Load size assessed at time of service)

Extra Small load	\$35.00 less than 3 yards
Small load	\$75.00 3 yards to 6 yards
Large load	\$90.00 greater than 6 yards
General debris	\$85.00 furniture, large mattresses (excludes concrete, tires, appliances)

Heavy Equipment - Federal Emergency Management Agency (FEMA) published equipment rate charges are hereby adopted and are applicable to job cost estimates and may vary

METER TAMPERING / DAMAGE FEES *Art A.10.016.300, Ord 1062*

Charges will include cost of parts and equipment including service rate of \$50 per hour

Water:

MXU (radio transceiver)	
Single	actual cost
Dual	actual cost
<u>Water Meter</u>	
** 3/4"	actual cost
** 1"	actual cost
** 1 1/2" R2	actual cost
** 2 R2	actual cost
Meter Cables	actual cost
Housing Unit	actual cost
Meter Box	
3/4" - 1 1/2"	actual cost
2" and up	actual cost
Lid	
3/4" - 1 1/2"	actual cost
2" and up	actual cost
**Rates subject to vary based on third-party charge.	

Gas:

Gas Meter	
** Sensus R275	actual cost
** Sonix 600	actual cost
** Sonix 880	actual cost
** 2" Romet 3000	actual cost
** 3" Romet 7000	actual cost
**rates subject to vary based on 3rd party charges	
<u>Electric Meter</u>	
** 2s Single Phase	actual cost
** APX 3 Phase	actual cost
9S	actual cost
16S	actual cost
45S	actual cost
** 2SE 320A Single Pha	actual cost
2s Single Phase	
** w/ Remote Disconnect	actual cost
Net Meter (solar)	actual cost
**rates subject to vary based on 3rd party charges	

CITY OF BRADY
Service Fees and Utility Rates Schedule
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MISCELLANEOUS (cont.)

Meter Tap Fees *Sec. A10.017, Ord 972*

	<u>Sewer Tap</u>	<u>Water Meter Size</u>	<u>Water Tap</u>	
Inside City Limits	\$250	3/4" meter	\$ 710.00	*
		1" meter	\$ 710.00	*
		1-1 1/2" meter	\$ 1,360.00	*
		2" meter	\$ 1,550.00	*
		larger than 2" meter	Actual Cost	

* Plus meter exchange charge based on the actual cost of the meter installed less the cost of the 3/4" meter

	<u>Gas Tap Size</u>	<u>Gas Tap</u>	
	1" inch	\$ 750.00	*
	1-1/4" inch	\$ 832.00	*
	2" inch	\$ 938.00	*
	Larger than 2" inch	Actual Cost	

* Plus meter exchange charge based on the actual cost of the meter installed less the cost of a Sensus R275 meter

* Plus Street Cut Charge per tap, *1975 Code of Ordinances*

Small Asphalt Cut and Repair	\$ 300.00
Large Asphalt Cut and Repair	\$ 500.00
*** to be determined by superintendent	
Concrete Cut & Repair	\$ 900.00

Outside City Limits: Same as above plus 50% surcharge

Fees for services not specifically addressed in this ordinance will be charged in the amount of the actual cost of performing the service.

Note: Installation of standard utility main extension is at actual cost for gas, sewer and water.

EXHIBIT A

Mitigation Rates

MOTOR VEHICLE INCIDENTS

The department has the option to bill each fire as an independent event with custom mitigation rates. (Itemized meaning, per person, at various pay levels and the products used.)

Level 1 MVA - \$602

Provide hazardous materials assessment and scene stabilization. This is the most common “billing level” and will occur most every time the fire department response to an accident/incident.

Level 2 MVA - \$687

Includes Level 1 services as well as clean up and materials used for hazardous fluid cleanup and disposal. We will bill at this level if the fire department must clean up any gasoline or other automotive fluids that are spilled because of the incident

Level 3 – Car Fire - \$838

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, TIC use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled because of the accident/incident

Level 4 – EV Car Fire – \$838 plus cost of blanket

ADDITIONAL RATES

Engine \$554 per hour

Truck \$693 per hour

Chief Officer \$347 per hour

Specialized Apparatus (such as Brush Truck, UTV, boat, etc.) - \$416 per hour

Miscellaneous Equipment - \$416 per apparatus

Heavy Extrication Tools Used- \$1,811 per incident

Creating Landing Zone - \$553 per incident

HAZMAT

The department has the option to bill each fire as an independent event with custom mitigation rates. (Itemized meaning, per person, at various pay levels and the products used.)

Level 1 - \$972

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 – \$3,473

Intermediate Response: Claim will include an engine response, first responder assignments, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up of command and decon center. PPE to include level A or B donning, breathing air and detection equipment.

Level 3 - \$8,199

Advanced Response: Claim will include an engine response, first responder assignments, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up of command and decon center. PPE to include level A or B donning, breathing air and detection equipment. Will include detection equipment, recovery and identification of materials, disposal and environmental cleanup, as well as the rate. Includes 3 hours of on scene time – each additional hour over, is billed at \$366 per hour, per HAZMAT team.

ADDITIONAL APPARATUS ON SCENE (for all levels of service)

Engine billed at \$554.00 per hour.

Truck billed at \$693.00 per hour.

Chief Officer \$347 per hour

Specialized Apparatus (such as Brush Truck, UTV, boat, etc.) - \$416 per hour

Miscellaneous Equipment - \$416 per apparatus

FIRES

Assignment - \$554.00 per hour, per engine / \$693.00 per hour, per truck.

Includes

- Scene Safety
- Investigation
- Fire/Hazard Control

The department has the option to bill each fire as an independent event with custom mitigation rates. (Itemized meaning, per person, at various pay levels and the products used.)

FIRE INVESTIGATION

Fire Investigation Team - \$554 per hour.

Services to include:

- Scene Safety
- Investigation
- Source Identification
- K-9/Arson Dog Unit
- Identification Equipment
- Mobile Detection Unit
- Fire Report

The claim begins with the fire investigation responds to the incident and is billed for only the time logged.

FIRE MARSHAL/OPERATIONS CHIEF RESPONSE

This includes the setup of command and providing direction of the incident. This could include operations, safety, and administration of the incident.

ILLEGAL FIRES

Assignment Rates - \$554/hour, per engine

\$693/hour, per truck

When a fire is started by any person(s) that require Brady Fire Department to respond during a time or season when fires are regulated or controlled by local or state rules, provisions, or ordinances because of pollution or fire danger concerns. The person(s) will be liable for the Brady Fire Department response as a cost, not to exceed, the actual expenses incurred by the Brady Fire Department. Similarly, if a fire is started where permits are required for such a fire, and the permit was not obtained and Brady Fire Department is required to respond to contain the fire, the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

The department has the option to bill each fire as an independent event with custom mitigation rates. (Itemized meaning, per person, at various pay levels and the products used.)

Level 1 - Billed at \$554/hour plus \$68 per hour, per person

Basic Response: Claim will include engine response, first responder assignments. This will be the most common “billing level” and will occur almost each time the Brady Fire Department must respond to a water incident.

LEVEL 2 - Billed at \$1,110/hour plus \$68 per hour, per person.

Intermediate Response: Includes Level 1 actions as well as cleanup and materials needed for hazmat spill. We will bill at this level if the Brady Fire Department must clean up small amounts of gasoline or other fluids, as a result of the incident.

LEVEL 3 - Billed at \$2,747/hour plus \$68 per hour, per person.

Advance Response: Includes services above, as well as DART activation, and recovery and identification of materials associated. Will include the fees for environmental disposal fees.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates that are deemed usual, customary and reasonable (UCR). These incidents will be billed itemized per apparatus, per rescue person, plus the rescue products used.

Minimum billed at \$554 for the first response vehicle, plus \$68 per rescue person.

Additional rates of \$554 per hour per response vehicle and \$58 per hour per rescue person.

GAS LEAKS (Natural)

The department has the option to bill each fire as an independent event with custom mitigation rates. (Itemized meaning, per person, at various pay levels and the products used.)

Level 1 – Natural Gas leak, outside without fire - \$523/hour

Description: Minimal danger to life, property, and the environment, leak typically for mechanical damages to a meter or pipe.

Level 2 – Natural Gas leak, Outside with Fire - \$748/hour, plus \$68 per hour, per person.

Description: Moderate danger to life, property, and the environment, leak typically caused from mechanical damage with nearby operating equipment causing a fire.

Level 3 – Natural Gas leak inside structure - \$932/hour, plus \$68 per hour, per person.

Description: Significant danger to life, property, and the environment, leak is typically difficult to identify and locate.

FIRE MARSHAL INSPECTION AND PERMITTING FEES

a) Fire Marshal Inspections.

- 1) Certificate of Occupancy - \$60.00.
- 2) Temporary Certificate of Occupancy - \$60.00.
- 3) After Hours Inspections (after 5:00 p.m. or on weekend)
 - i. \$150.00 per hour for first two hours.
 - ii. \$50.00 per hour for each additional hour beyond the first two hours.

b) Fire Protection Systems.

- 1) 1-10 devices - \$75.00.
- 2) 11-25 devices - \$100.00.
- 3) 26-100 devices - \$200.00.
- 4) 101-200 devices - \$275.00.
- 5) 201-500 devices - \$500.00.
- 6) Per device for each device over 500 - \$1.00.

c) Fire Sprinkler Systems.

- 1) Underground- \$150.00.
- 2) Aboveground, 1-19 heads - \$75.00
- 3) Aboveground 20-100 heads - \$100.00.
- 4) Aboveground, 101-300 heads - \$200.00.
- 5) Aboveground 301-1,000 heads - \$400.00.
- 6) Per head/or each over 1,000 heads - \$1.00.
- 7) Fire Pump, additional - \$150.00.

d) Access Control.

- 1) 1-10 Doors - \$75.00.
- 2) 11-25 Doors - \$100.00
- 3) 26-100 Doors - \$200.00.
- 4) 101-200 Doors - \$275.00
- 5) 201-500 Doors - \$500.00.
- 6) Per device for each device over 500 - \$1.00.

e) Fire Alarm System Permits.

- 1) Residential Permit Fee - \$50.00 annually.
 - i. This residential fee shall be waived if a burglar alarm permit fee has already been paid.
- 2) Non-Residential Permit Fee - \$100.00 annually.

f) False Alarm Billing Fee (Residential).

- 1) The first three (3) false alarm calls within a twelve (12) month period are free of charge.
- 2) The fee for the fourth (4th) and fifth (5th) false alarm calls within a twelve (12) month period is \$75.00 per call.
- 3) The fee for the sixth (6th) and seventh (7th) false alarm calls within a twelve (12) month period is \$250.00 per call.
- 4) The fee for the eighth (8th) false alarm call and any false alarm call beyond the eighth (8th) within a twelve (12) month period is \$500.00 per call.

g) False Alarm Fee (Non-Residential).

- 1) The first three (3) false alarm calls within a twelve (12) month period are free of charge.
- 2) The fee for the fourth (4th) and fifth (5th) false alarm calls within a twelve (12) month period is \$150.00 per call.
- 3) The fee for the sixth (6th) and seventh (7th) false alarm calls within a twelve (12) month period is \$500.00 per call.
- 4) The fee for the eighth (8th) false alarm call and any false alarm call beyond the eighth (8th) within a twelve (12) month period is \$1,000.00 per call.

h) Fire Marshal Annual Inspection Fee.

- 1) 1 - 1,500sq. ft. - \$50.00 annually.
- 2) 1,501 - 3,000 sq. ft. - \$55.00 annually.
- 3) 3,001 - 5,000 sq. ft. - \$60.00 annually.
- 4) 5,001 - 10,000 sq. ft. - \$65.00 annually.
- 5) 10,001 - 25,000 sq. ft. - \$70.00 annually.
- 6) 25,001 - 50,000 sq. ft. - \$75.00 annually.
- 7) 50,001 - 75,000 sq. ft. - \$80.00 annually.
- 8) 75,001 - 100,000 sq. Ft. - \$100.00 annually.
- 9) 100,001 - 200,000 sq. ft. - \$120.00 annually.
- 10) 200,001 sq. ft. and greater - \$280.00 annually.

i) Hazardous Materials Annual Permit (includes flammable/combustible liquids).

- 1) Powders and Solids
 - i. 1,000 lbs. and less - \$25.00
 - ii. 1,001 - 2,000 lbs. - \$37.50.
 - iii. 2,001 - 5,000 lbs. - \$70.00.
 - iv. 5,001 lbs. and over - \$137.50.
- 2) Liquids and Gels.
 - i. 25 gallons or less - \$25.00.
 - ii. 26 -100 gallons - \$37.50.
 - iii. 101- 1,000 gallons - \$70.00.
 - iv. 1,001 gallons or more - \$137.50.
- j) Plan Review Fees.**
 - 1) Plan Review - \$60.00.
 - 2) Fire Alarm System - \$70.00.
 - 3) Fire Sprinkler System - \$150.00.
 - 4) Emergency Lighting- \$37.50.
 - 5) Special Lighting - \$30.00.
 - 6) Liquid storage tanks, hazardous materials - \$70.00.
- k) Reinspection Fee - \$60.00.**
- l) Special Permits.**
 - 1) Blasting operation - \$65.00 per day.
 - 2) Pyrotechnic display - \$65.00 per day.
 - 3) Tent permit.
 - i. 1 - 30 days - \$30.00.
 - ii. Each additional 30 days or portion thereof- \$30.00.
- m) Underground Storage Tanks Installation.** The fees set forth in this subsection are applicable to both temporary and permanent underground storage tanks.
 - 1) 0 - 1,000 gallons - \$50.00.
 - 2) More than 1,000 gallons - \$100.00.
- n) LPG Tank Installation or Removal - \$50.00.**
- o) Special Event Fees.**
 - 1) Fire marshal permit.
 - i. \$125.00 for first day.
 - ii. \$75.00 per each additional day thereafter.
 - 2) Fire marshal on premises - \$65.00 per hour.
 - 3) Standby fire personnel, no apparatus - \$65.00 per hour (each, three hours minimum).
 - 4) Standby ambulance, with personnel - \$130.00 per hour (three hours minimum).
 - 5) Standby engine or truck, with personnel - \$195.00 per hour (three hours minimum).
- p) State Mandated Inspections.**
 - 1) Hospitals - \$100.00
 - 2) Nursing and long-term care homes - \$75.00.
 - 3) Daycare/Mother's Day out- \$50.00.
 - 4) Foster home or adoptive home - \$10.00.
 - 5) Home inspection (insurance) - \$50.00."

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	11/04/2025	AGENDA ITEM	7.G.
AGENDA SUBJECT:	Discussion consideration and possible action for final approval for EDC to grant a loan to Shade & Associates LLC in the amount of \$250,000 at a 2% interest rate for 10 years.		
PREPARED BY:	T. Keys / D. Mendoza	Date Submitted:	10/28/2025
EXHIBITS:			
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			

SUMMARY:
<p>The EDC board has met and approved to loan Shade & Associates LLC the amount of \$250,000, at 2% interest for 10 years. Shade & Associates plan to buy and renovate the building on 110 N Blackburn. The EDC believes this will help renovate our downtown area and attract more people, while providing more jobs for the community.</p> <p>The EDC had a public hearing on October 14, 2025 at 12:00pm with no public comments.</p>

RECOMMENDED ACTION:
<p>Move to approve amendment to allow the EDC to loan \$250,000 at 2% interest for a 10 year term to Shade & Associates LLC.</p>

Exhibit A
PROMISSORY NOTE

Dated: _____, 20____

Kimberly Shade
Shade & Associates LLC
110 N Blackburn Street
Brady, TX 76825

Principal Amount \$250,000.00

BEDC Loan No.: 2025-002

1. **PROMISE TO PAY:** For value received, Kimberly Shade individually and in her capacity as Managing Member, of Shade & Associates LLC, a Texas Limited Liability company, for itself and d.b.a Shade & Associates LLC, (the "Borrower"), promises to pay to the order of the Brady Type B Economic Development Corporation, (BEDC, the "Lender"), at Lender's place of business in Brady, McCulloch County, Texas, or such other place as the Lender may from time to time designate, the principal sum of Two Hundred and Fifty thousand dollars and 00/100 (\$250,000.00), the unpaid principal amount, in lawful money of the United States of America, at the interest rate and at the time and in the manner specified herein.
2. **INTEREST RATE:** Two Percent (2.0%) per annum. All past-due amounts shall bear interest at Five Percent (5%) per annum beginning on the 29th day after the due date.
3. **PAYMENT SCHEDULE:** Borrower shall begin payments on the 19th day of the month after the passage of thirty (30) days from the effective date of this Note, in accordance with the schedule of Amounts as shown in Attachment 1 to this Exhibit A (Payment Schedule). Payment shall thereafter be due on the 19th of each month for a period of five (5) years, and an additional late fee shall accrue at 5% per annum for any remaining late amounts, beginning on the twenty ninth (29th) day after the due date, if same is not paid by the twenty ninth (29th) day. At the end of the five-year period, all of the unearned outstanding balance shall be due at maturity and shall bear interest at the interest rate as stated herein.
4. **PURPOSE:** The purpose of this loan is to provide financing building equipment, purchase of building, along with building improvements of "Shade & Associates LLC" building located on 110 N Blackburn Street, Brady Texas 76825.
5. **WAIVER:** The Borrower waives demand, presentment for payment, notice of non-payment, protest, notice of intent to accelerate, notice of acceleration, and other notice, filing of suit and diligence in collecting this note or enforcing any security given therefor, and agree to any substitution, exchange, release to the Borrower or third parties or impairment (including but not limited to failure to perfect any security interest) of any security now or hereafter given for this note or the release of any party primarily or secondarily liable hereon. Borrower and all other liable parties on this note further agree that it will not be necessary for the Lender or any holder hereof, in order to enforce payment

of this note, to first institute or exhaust its remedies against any maker or other party liable therefor or to enforce its rights against any security for this note and hereby consent to all renewals, extensions, refinancing, accelerations, modifications of interest rate or changes in the time and manner of payment from time to time of this note, and to any other indulgence with respect hereto, without notice of any such renewals, extensions, refinancing, accelerations, modifications of interest rate or changes in the time and manner of payment or any other indulgence.

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

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

which are not being contested by Borrower in good faith;

- f) Borrower substantially changes its present senior management or ownership without written notification to Lender thirty (30) days in advance of such changed; or
- g) Borrower changes the general character of business as conducted at the date hereof, or engages in any type of business not reasonably related to its business as presently and normally conducted.

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

LENDER:

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

By:

Daniel Mendoza
Executive Director

Attest:

Name
Title

Approved:

BEDC Notary

BORROWER:

Kimbery Shade – Shade & Associates LLC
110 N Blackburn Street
Brady, Texas 76825

By:

Kimberly Shade
Owner

By:

Name
Title

Attest:

Name
Title

**Attachment 1
to Exhibit A**

Payment Schedule

(to be created based upon date of execution)

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

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

RECITALS

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

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

WHEREAS, SHADE & ASSOCIATES LLC desires to purchase of equipment along with building improvement of building located at 110 N Blackburn Street, Brady, Texas 76825; and

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

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

WHEREAS, the BEDC desires to offer an incentive to SHADE & ASSOCIATES LLC to enable SHADE & ASSOCIATES LLC to purchase equipment, and building improvement for Shade & Associates LLC located at 110 N Blackburn Street, Brady, Texas pursuant to this Agreement in substantial conformity with the Act; and

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

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

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

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

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

ARTICLE I RECITALS

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

ARTICLE II AUTHORITY AND TERM

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

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

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

LLC may constitute a breach of the entire Agreement and terminate any further commitments (if any) by the BEDC.

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

ARTICLE III DEFINITIONS

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

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

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

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

“Expiration Date” shall mean the earlier of:

1. The 5th anniversary of the date upon which the SHADE & ASSOCIATES LLC receives the funding under this Agreement; or
2. The date of termination provided for under Article VII of this Agreement.

“Facility” shall mean the building located at 110 N Blackburn Street, Brady, Texas, 76825.

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

“Project” shall mean the purchase of equipment, building renovations, and building located at 110 N Blackburn Street, Brady, Texas 76825.

ARTICLE IV BEDC OBLIGATION

1. Loan.

- (a) The BEDC shall enter into a loan agreement with SHADE & ASSOCIATES LLC for the purchase of equipment, building improvements, and building located at 110 N Blackburn Street, Brady, Texas 76825 pursuant to the attached Promissory Note, as executed concurrently with this document and made a part hereof for all purposes. Such loan to be in the amount of \$250,000.00 at 2.0% interest per annum for a period of ten (10) years, with payment being due on the 19th of each month, and a 5% late fee being incurred after the 11th day of the month and other terms as identified in that Promissory Note, as shown in Exhibit A, hereto, and made a part hereof for all purposes.

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

ARTICLE V PERFORMANCE OBLIGATIONS OF SHADE & ASSOCIATES LLC

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

2. Loan.

- (a) SHADE & ASSOCIATES LLC shall enter into a loan agreement with BEDC pursuant to the attached Promissory Note, as executed concurrently with this document and made a part hereof for all purposes. Such loan to be in the amount of \$250,000.00 at 2.0% interest for a period of ten (10) years, with payment being due on the 19th of each month, and a 5% late fee being incurred after the 11th day of the month and other terms as identified in that Promissory Note, as shown in Exhibit A, hereto, and made a part hereof for all purposes.

3. Job Creation. SHADE & ASSOCIATES LLC shall create and maintain the equivalent of two (2) full time positions within one (1) year of the execution of this document.

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

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

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

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

ARTICLE VI COVENANTS AND DUTIES

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

- (a) SHADE & ASSOCIATES LLC is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas, with the Texas Comptroller of Public Accounts, and the United States of America during any term of this Agreement.
- (b) The individual signing this Agreement is empowered to execute such Agreement and bind the entity. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of any agreement or instrument to which SHADE & ASSOCIATES LLC is a party to or by which it may be bound.
- (c) SHADE & ASSOCIATES LLC is not a party to any Bankruptcy proceedings currently pending or contemplated, and SHADE & ASSOCIATES LLC has not been informed of any potential involuntary Bankruptcy proceedings.

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

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

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

ARTICLE VII TERMINATION

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

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

ARTICLE VIII DEFAULT & REMEDIES

1. SHADE & ASSOCIATES LLC Events of Default.

(a) Failure of SHADE & ASSOCIATES LLC to perform any term, covenant or agreement contained in Articles V and VI; or

(b) Any representation or warranty contained herein or in any financial statement, certificate, report or opinion submitted to BEDC in connection with or pursuant to the requirements of this Agreement was incorrect or misleading in any material respect when made; or

(c) Any judgment is assessed against SHADE & ASSOCIATES LLC or the Integrated Parties, or any attachment or other levy against the property of SHADE & ASSOCIATES LLC or the Integrated Parties with respect to a claim remains unpaid, unstayed on appeal, undischarged, not bonded or not dismissed for a period of sixty (60) days; or

(d) SHADE & ASSOCIATES LLC or any of the Integrated Parties, makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts generally as they become due; files a petition in bankruptcy; is adjudicated insolvent or bankrupt; petitions or applies to any tribunal for any receiver or any trustee of SHADE & ASSOCIATES LLC or the Integrated Parties or any substantial part of its/their property, commences any action relating to SHADE & ASSOCIATES LLC or the Integrated Parties under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect; or if there is commenced against SHADE & ASSOCIATES LLC or the Integrated Parties any such

action and such action remains undismissed or unanswered for a period of sixty (60) days from such filing, or SHADE & ASSOCIATES LLC or the Integrated Parties by any act indicates its consent to or approval of any trustee of SHADE & ASSOCIATES LLC or the Integrated Parties or any substantial part of its property; or suffers any such receivership or trustee to and such appointment remains unvacated for a period of sixty (60) days; or

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

(f) SHADE & ASSOCIATES LLC materially changes the general character of business from the type of business on the date hereof.

2. BEDC Events of Default.

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

3. Remedies for Default.

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

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

ARTICLE IX MISCELLANEOUS

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

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

3. Representations and Warranties. The BEDC represents and warrants to SHADE & ASSOCIATES LLC that this Agreement is within their authority, and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent

jurisdiction. SHADE & ASSOCIATES LLC represents and warrants to the BEDC that it has the requisite authority to enter into this Agreement.

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

5. Independent Contractors.

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

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

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

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

If intended for BEDC:

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

With a copy to:

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

If to the SHADE & ASSOCIATES LLC:

Raci Hernandez, d.b.a. SHADE & ASSOCIATES LLC,
a Texas Sole Proprietorship
Attn: Raci Hernandez
101 E. 15th Street
Brady, TX 76825

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

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

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

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

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

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

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

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

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

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

14. Indemnification.

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

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

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

[SIGNATURE PAGE FOLLOWS]

Executed on this _____ day of _____, 20____.

**KIMBERLY SHADE, D.B.A. SHADE &
ASSOCIATES LLC, A TEXAS SOLE
PROPRIETORSHIP**

By: _____

Name:

Title:

STATE OF TEXAS }
COUNTY OF MCCULLOCH }

This information was acknowledged before me on this _____ day of _____,
by _____ for the Kimberly Shade, d.b.a. SHADE &
ASSOCIATES LLC, a Texas Sole Proprietorship.

Notary Public, State of Texas

Notary's typed or printed name

My commission expires

Executed on this _____ day of _____, 20____.

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

By: _____

Name: Daniel Mendoza

Title: Executive Director, Brady Type B EDC

STATE OF TEXAS }
COUNTY OF MCCULLOCH }

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

Notary Public, State of Texas

Notary's typed or printed name

My commission expires

Performance Agreement

Promissory Note

[SEE ATTACHED]

To All Members of the Economic Development Corporation,

My husband, John Shade and I moved to Brady three years ago from Sugar Land and we have loved meeting all of the wonderful residents of Brady and enjoying all the City has to offer. Upon our move here, our property was in need of a full renovation, so we hired a team out of Houston that we had worked with before on our Sugar Land property to come up and renovate the home for us.

After the renovation was complete an opportunity came up to purchase seven properties from a company here in Brady. We jumped at the chance and after searching for local electricians, plumbers, HVAC, and contractors, we have been renovating homes around Brady with our original team ever since.

We have completed the renovations on the initial seven homes we purchased and have continued to purchase more properties for renovations.

We are now interested in purchasing a commercial building around the square to renovate and open a tasting room and retail area for all wineries and individuals who sell their goods in the surrounding towns/cities. We appreciate the opportunity to work with the Chamber and its Board members. Thank you.

Our tasting room/retail store located at 110 N Blackburn St will be tailored for a small-town market with wine, spirits, and pre-made specialty food options from surrounding community businesses. The facility will have limited hours (Thursday-Sunday), and cross-promotional opportunities (meeting venues, receptions, etc) as well.



We will also partner with local artists to exhibit their artwork for sale.

The concept is to have multiple areas (both upper and lower floors) for guests to relax with friends and family, celebrate occasions, or just enjoy the atmosphere and unwind.





The venue will also be available for rental for customers' special events as well.

Monthly Events

- Each local winery will host a local tasting night per month with one of their representatives speaking on their wine's values.
- Local Artists will be on hand one night per month to meet customers and chat about their works of art.
- Kentucky Derby Party (my husband is from Lexington, KY so, it is an annual event with us and now we can share with everyone!)



- Meet the Makers of the local retail items we carry in our store side for sale.
- We may investigate hosting a food truck or two each month as well.

We have contracted Kimberly Frost from Martin Frost & Hill in Austin to help us with the permitting and compliance licensing.

Request for Funding

We are still seeking estimates in a few areas from our contractors, however the estimates we have are below:

-Purchase of the Building	\$ 90,000.00
-New Roofing	\$ 48,000.00
-Remodel of Interior (to include labor and materials	\$125,000.00
-Licensing	\$ 10,000.00

Need to acquire estimates upon purchase of the building:

-Signage	\$ 10,000.00
-Electrical	\$ 25,000.00
-Plumbing	\$ 25,000.00
-HVAC	\$ 25,000.00
Inventory/Stock	\$ 20,000.00
Contingent/Overage	<u>\$ 20,000.00</u>
Total	\$398,000.00

We are asking for Grants for Signage, Façade, Building Improvements, and Permitting as well.

Thanking each and every one of you for your continued interest and support in the revival of our wonderful City.

Kimberly Shade
Shade and Associates, LLC
(281) 838-4210

Additional Photos



The open ceiling concept may change a bit due to the way the current roof is structured. I believe there is a tin ceiling under the drop ceiling that is there now.



Upstairs bar area

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	11/4/2025	AGENDA ITEM	7.H.
AGENDA SUBJECT:	Discussion, consideration and possible action regarding hiring freeze.		
PREPARED BY:	J. Stewart	Date Submitted:	10/27/2025
EXHIBITS:			
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			

SUMMARY:
<p>With the start of the new fiscal year, I would like to formally bring the hiring freeze to an end based upon the council's adoption and formal approval of our current budget. Already this year, we have had several cases of turnover and this is a simple request to address this issue in a formal manner</p>

RECOMMENDED ACTION:
<p>Direct staff as desired</p>