



CITY OF BRADY COUNCIL AGENDA  
REGULAR CITY COUNCIL MEETING  
DECEMBER 15, 2015 AT 6:00 PM

NOTICE is hereby given of a meeting of the City Council of City of Brady, McCulloch County, State of Texas, to be held at 6:00pm on December 15, 2015, at the City of Brady Service Center, located at 1405 N. Bridge Street, 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

Latricia Doyal  
Mayor Pro Tem

Kathy Gloria  
Council Member

Shelly Perkins  
Council Member

Marilyn Gendusa  
Council Member

Jack Turk  
Council Member

Kim Lenoir  
City Manager

Shannon Kackley  
City Attorney

Tina Keys  
City Secretary

Platinum  
Level



Texas Comptroller  
Leadership Circle

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

**2. INVOCATION & PLEDGE OF ALLEGIANCE**

**3. APPROVAL OF AUDIT BOARD**

**4. APPROVAL OF MINUTES – November 30 and December 1, 2015**

**5. 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 of 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.

**6. PRESENTATIONS AND PUBLIC HEARINGS**

New Employee – Police Officer Joah McCaleb

Waste Water Treatment Plant Emergency Repairs Status Report and Proposal

**7. INDIVIDUAL CONCERNS**

- A. Discussion, consideration and possible action regarding **second and final** reading of Ordinance 1187 to amend FY 2016 Budget.
- B. Discussion, consideration and possible action regarding Resolution 2015-049 to authorize Freese and Nichols Professional Service Agreement for the WWTP Emergency Repair Specifications
- C. Discussion, consideration and possible action regarding **second and final** reading of Ordinance 1189 that addresses inclusion of properties as if in the city limits for over 20 years.
- D. Discussion, consideration and possible action regarding **second and final** reading of Ordinance 1190 adopting the map of the Brady City Limits.

- E. Discussion, consideration and possible action regarding **first** reading of Ordinance 1188 Distributed Generation (DG) Ordinance.
- F. Discussion, consideration and possible action regarding Resolution 2015-048 to finance capital purchases of ambulance and residential refuse truck (Not to exceed \$300,577)
- G. Discussion, consideration and possible action regarding Resolution 2015-047 to adopt revisions to City of Brady Personnel Policy
- H. Discussion, consideration and possible action regarding appointment of Municipal Judge (new two year term)
- I. Discussion, consideration and possible action regarding appointments of Board vacancies to Charter Review Commission, Airport, P&Z, ZBA

## **8. STAFF REPORTS**

- A. Monthly Financial Reports for November
- B. Monthly Activity Reports – Seniors; Golf; BPD; HOT Events
- C. Traffic Incident Management Training, BFD/EMS – 47 attendees
- D. Dec 16, Civic Center Construction contractor authorized to begin
- E. Civic Center construction monthly progress meetings on 2<sup>nd</sup> Tuesdays, 10am, at the Service Center
- F. Civic Center Groundbreaking Ceremony – Tuesday, January 12, 11:30am
- G. Dec 16, 2pm, revised bid opening for Brady Lake Boat Ramps and Marina
- H. Dec 16, 3pm, Employee Christmas Party at Airport Hangar
- I. Dec 17, TXDOT Car Seat Inspection Project to be held at Walmart
- J. Dec 24 & 25 – City Offices closed for Holidays (closes 23<sup>rd</sup> at 3pm)
- K. Holiday Trash Schedule – Wednesday Pick-up for Thurs & Fri Service
- L. Landfill Closed – Dec 24, 25, and 26 – Re-opens Dec 28
- M. January 1 – City Offices/Landfill Closed
- N. Friday, Jan 1 Trash Pickup moves to Thursday, Dec 31

## **9. ANNOUNCEMENTS**

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

## 10. EXECUTIVE SESSION

The City Council of the City of Brady will adjourn into Executive Session for the following: Pursuant to Section 551.087 (Economic Development), the City Council will deliberate the offer of a financial or other incentive or to discuss or deliberate regarding commercial or financial information that the City Council has received from a prospective cement plant (US Cement), retail, and other development projects that the City Council seeks to have locate in or near the City and/or with which the City Council is conducting economic development negotiations.

- A. Pursuant to Section 551.072 (Deliberations about Real Property), the City Council will deliberate the purchase, exchange lease, or value of real property as the deliberation in an open meeting will have the detrimental effect on the position of the City in negotiations with a third person.
- B. Pursuant to Section 551.074 (Personnel Matters) the City Council will deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee – City Manager and City Secretary – six month review.

## 11. Open Session Action on Any Executive Session Item listed above, if needed.

## 12. ADJOURNMENT

I certify that this is a true and correct copy of the City of Brady City Council Meeting Agenda and that this notice as posted on the designated bulletin board at Brady City Hall, 201 E. Main St., Brady, Texas 76825; a place convenient and readily accessible to the public at all times, and said notice was posted on \_\_\_\_\_ by 6:00 p.m. and will remain posted continuously for 72 hours prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.

\_\_\_\_\_  
Tina Keys, City Secretary

In compliance with the American with Disabilities Act, the City of Brady will provide for reasonable accommodations for persons attending public meetings at City Facilities. Requests for accommodations or interpretive services must be received at least 48 hours prior to the meeting. Please contact the City Secretary at 325-597-2152 or citysec@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. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a possible meeting of the other body, board, commission and/or committee, whose members may be in attendance, if such numbers constitute a quorum. The members of the boards, commissions and/or committees may be permitted to participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such 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 about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.086 (Deliberations, vote or final action about competitive matters of the public power utility), and 551.087 (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 a written interpretation of 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 551.144(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 Special and Work Session on Monday, November 30, 2015 at 1:00p.m. at the City of Brady Service Center located at 1405 N. Bridge Street, Brady, Texas with Mayor Anthony Groves presiding. Council members present were Shelly Perkins, Marilyn Gendusa, Jack Turk, Kathy Gloria and Latricia Doyal. City staff present were City Manager Kim Lenoir, City Secretary Tina Keys, Director of Public Works Steven Miller, Director of Community Services Peter Lamont, Finance Director Lisa Remini and Kim Davee.

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

Mayor Groves called the meeting to order at 1:04 p.m. Roll was then called for Council and a quorum was certified.

**2. Work Session Items**

- A. Discussion of proposed FY 2016 Budget Amendments. Kim Lenoir and Lisa Remini presented to Council and went over the FY 2016 amendments.
- B. Discussion of Municipal Court Management and Process. Kim Lenoir presented to Council.

**3. EXECUTIVE SESSION - Special Meeting**

Council closed Work Session at 3:00 p.m. and went into Special Meeting Executive Session at 3:03 p.m.

- A. Pursuant to Section 551.074 (Personnel Matters) the City Council will deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee – City Manager.
- B. Consultation with legal counsel pursuant to Chapter 551.071 of the Texas Government Code for legal advice related to the City's and City Council's obligations, duties, and authority pursuant to the Texas Open Meetings Act.

Executive Session adjourned at 4:53 p.m.

Special Session reconvened at 4:54 p.m. Motion by Council Member Doyal, seconded by Council Member Gendusa, that item discussed in executive session with City Manager has been satisfied and closed. All Council members voted "aye" and none "nay". Motion carried 5-0.

**4. ADJOURNMENT**

There being no further business the Mayor adjourned the meeting at 4:55 p.m.

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Mayor Anthony Groves

Attest: \_\_\_\_\_  
Tina Keys, City Secretary

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The City Council of the City of Brady, Texas met in a Regular Meeting on Tuesday, December 1, 2015 at 6:00p.m. at the City of Brady Service Center located at 1405 N. Bridge Street, Brady, Texas with Mayor Anthony Groves presiding. Council members present were Latricia Doyal, Marilyn Gendusa, Kathy Gloria, Shelly Perkins, and Jack Turk. City staff present were City Manager Kim Lenoir, Asst. City Secretary Jessica Sutton, Director of Public Works Steven Miller, Director of Finance Lisa Remini, Director of Community Services Peter Lamont, Police Chief Steve Thomas, Assistant Fire Chief William Cox, City Attorney Shannon Kackley, Andrew Williams and Police Officers Joe Schniers, Jerry Johnson, and "Roxie". Others in attendance were Joe Whitehead, Neal Ulmer, Lynn Farris, Jason Jacoby, Frank Gendusa, and Annita Ellison.

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

Mayor Groves called the meeting to order at 6:05 p.m. Roll was then called for Council and a quorum was certified.

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

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

#### **3. APPROVAL OF AUDIT BOARD**

Council Member Gendusa moved to approve the audit board. Seconded by Council Member Turk. All Council Members voted "aye" and none "nay". Motion carried 5-0.

#### **4. APPROVAL OF MINUTES for November 17, 2015**

Council Member Perkins asked for a correction to the minutes on page 3. The name "David Matthews" appearing on page 3 should instead read "Dale Matthews". Assistant City Secretary took note of this correction. After which, Council Member Gendusa moved to approve the minutes. Seconded by Council Member Perkins. All Council Members voted "aye" and none "nay". Motion carried 5-0.

#### **5. PUBLIC COMMENTS**

None; no individuals signed up for Public Comments or came forward during request.

#### **6. PRESENTATIONS AND PUBLIC HEARINGS**

- A. New Staff Introductions by Chief Thomas introducing Joe Schniers, Police Officer and Jerry Johnson, Police Officer with K-9 Officer Roxie
- B. City Limit Boundary Presentation by Kim Lenoir

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

- A. Discussion, consideration, and possible action regarding **second and final** reading of Ordinance 1184 to authorize the sale of the electric substations to LCRA. Kim Lenoir presented to Council. **Mayor: "Do I have a motion to read the full ordinance?" No motion was made, Mayor stated in accordance with City Charter: "A majority of the City Council has dispensed with the full reading of the ordinance." Mayor asked: "Madam City Secretary to read the Ordinance Preamble for the record in accordance with the City Charter." City Secretary read the preamble. Mayor called for a motion:** Council Member Gendusa moved to approve second and final reading of Ordinance 1184. Seconded by Council Member Turk. All Council Members voted "aye" and none "nay". Motion carried 5-0.
- B. Discussion, consideration, and possible action regarding **second and final** reading of Ordinance 1185 Junked Vehicle Ordinance Changes. Peter Lamont presented to Council. **Mayor: "Do I have a motion to read the full ordinance?" No motion was made, Mayor stated in accordance with City Charter: "A majority of the City**

Council has dispensed with the full reading of the ordinance.” **Mayor asked:** “Madam City Secretary to read the Ordinance Preamble for the record in accordance with the City Charter.” **City Secretary read the preamble. Mayor called for a motion:** Council Member Gendusa moved to approve second and final reading of Ordinance 1185. Seconded by Council Member Turk. All Council Members voted “aye” and none “nay”. Motion carried 5-0.

- C. Discussion, consideration and possible action regarding **first** reading of Ordinance 1187 to amend FY 2016 Budget. Kim Lenoir presented. **Mayor:** “Do I have a motion to read the full ordinance?” **No motion was made, Mayor stated in accordance with City Charter:** “A majority of the City Council has dispensed with the full reading of the ordinance.” **Mayor asked:** “Madam City Secretary to read the Ordinance Preamble for the record in accordance with the City Charter.” **City Secretary read the preamble. Mayor called for a motion:** Council Member Gendusa moved to approve **first** reading of Ordinance 1187. Seconded by Council Member Turk. All Council Members voted “aye” and none “nay”. Motion carried 5-0.
- D. Discussion, consideration, and possible action regarding **first** reading of Ordinance 1188 Distributed Generation (DG) Ordinance. Kim Lenoir presented to Council. Council Members Doyal, Gendusa, and Perkins all posed questions to staff regarding some wording in the Ordinance. Steven Miller responded to questions after discussion. Mayor did not call for a motion. Council will postpone/take no action. Staff will “work on re-wording” and bring back.
- E.
  1. Discussion, consideration, and possible action regarding **first** reading of Ordinance 1189 that addresses inclusion of properties served as if in city limits for over 20 years. Kim Lenoir presented to Council. **Mayor:** “Do I have a motion to read the full ordinance?” **No motion was made, Mayor stated in accordance with City Charter:** “A majority of the City Council has dispensed with the full reading of the ordinance.” **Mayor asked:** “Madam City Secretary to read the Ordinance Preamble for the record in accordance with the City Charter.” **City Secretary read the preamble. Mayor called for a motion:** Council Member Gendusa moved to approve **first** reading of Ordinance 1189 including 4 Exhibits A to D. Seconded by Council Member Turk. All Council Members voted “aye” and none “nay”. Motion carried 5-0.
  2. Discussion, consideration and possible action regarding **first** reading of Ordinance 1190 adopting the map of the Brady City Limits. Kim Lenoir presented to Council. **Mayor:** “Do I have a motion to read the full ordinance?” **No motion was made, Mayor stated in accordance with City Charter:** “A majority of the City Council has dispensed with the full reading of the ordinance.” **Mayor asked:** “Madam City Secretary to read the Ordinance Preamble for the record in accordance with the City Charter.” **City Secretary read the preamble. Mayor called for a motion:** Council Member Doyal moved to approve **first** reading of Ordinance 1190. Seconded by Council Member Gendusa. All Council Members voted “aye” and none “nay”. Motion carried 5-0.
- F. Discussion, consideration, and possible action regarding Resolution 2015-046 to apply for funding for Senior Citizen Meals. Peter Lamont presented to Council. Council Member Gendusa made a motion to approve. Seconded by Council Member Turk. All Council Members voted “aye” and none “nay”. Motion carried 5-0.
- G. Discussion, consideration, and possible action to award the Brady Creek Trail construction project to low bidder Westar Construction at \$282,967.50. Peter Lamont presented to Council. Council Member Gendusa moved to approve. Seconded by Council Member Turk. All Council members voted “aye” and none “nay”. Motion carried 5-0.
- H. Discussion, consideration, and possible action regarding Resolution 2015-047 to adopt revisions to City of Brady Personnel Policy. Kim Lenoir presented to Council. Council requested a work session for this item,

directing staff. Council Member Gendusa moved to approve scheduling a work session for a later date. Seconded by Council Member Doyal. All Council members voted “aye” and none “nay”. Motion carried 5-0.

- I. Discussion regarding adopting special event permit policy and procedures and advise Staff as necessary. Peter Lamont presented. Council requested a work session for this item, directing staff. Council Member Gendusa posed some questions regarding insurance requirements. Council Member Doyal moved to approve scheduling a work session for a later date. Seconded by Council Member Gendusa. All Council members voted “aye” and none “nay”. Motion carried 5-0.

## 8. STAFF REPORTS

- A. EPA – Quarterly Progress Report for Radium Reduction
- B. Dec 5 – Christmas in the Heart
- C. Dec 7 – Pre-Construction Meeting for Civic Center Project
- D. Dec 8 – Monthly P&Z Commission Meeting, 5:30pm
- E. Dec 9- Quarterly Airport Advisory Board Meeting, 5:00pm
- F. Dec 15 – PAWS Pet Registration Drive, City Hall, 3pm
- G. Dec 24 – 25 – City Offices closed for Holidays (closes 23<sup>rd</sup> at 3pm)
- H. Holiday Trash Schedule – Wednesday Pick-up for Thurs & Fri Service
- I. Landfill Closed – Dec 24, 25, and 26 – Opens Dec 28

## 9. ANNOUNCEMENTS

Council Member Perkins announced two local Christmas Cantatas happening soon. On December 13<sup>th</sup>, the Methodist Church will hold their annual cantata, and on the 20<sup>th</sup> the Episcopal Church will have theirs.

## 10. EXECUTIVE SESSION

Council closed open session at 7:44 p.m. and went into executive session at 8:09 p.m.

- A. Pursuant to Section 551.086 (Deliberations, vote or final action about competitive matters of the public power utility), the City Council will deliberate, vote, or take final action on a competitive matter regarding its electric utility – proposed contract with LCRA; adding possible solar distribution portfolio.
- B. Pursuant to Section 551.087 (Economic Development), the City Council will deliberate the offer of a financial or other incentive or to discuss or deliberate regarding commercial or financial information that the City Council has received from a prospective cement plant (US Cement), retail, and other development projects that the City Council seeks to have locate in or near the City and/or with which the City Council is conducting economic development negotiations.
- C. Pursuant to Section 551.072 (Deliberations about Real Property), the City Council will deliberate the purchase, exchange lease, or value of real property as the deliberation in an open meeting will have the detrimental effect on the position of the City in negotiations with a third person.
- D. Pursuant to Section 551.074 (Personnel Matters) the City Council will deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee – City Manager.

Executive Session adjourned at 9:28 p.m.

## 11. Open Session Action on any Executive Session Item listed above, if needed



Regular Session reconvened at 9:29 p.m. No action was taken during or as a result of executive session.

**12. ADJOURNMENT**

There being no further business, the Mayor adjourned the meeting at 9:30 p.m.


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Mayor Anthony Groves

Attest: \_\_\_\_\_  
Tina Keys, City Secretary

City Council  
City of Brady, Texas

## Agenda Action Form for Ordinance

<b>AGENDA DATE:</b>	12-15-2015	<b>AGENDA ITEM</b>	7.A
<b>AGENDA SUBJECT:</b>	Discussion, consideration and possible action regarding <b>second and final</b> reading of Ordinance 1187 to amend FY 2016 Budget.		
<b>PREPARED BY:</b>	Lisa Remini	<b>Date Submitted:</b>	12-10-2015
<b>EXHIBITS:</b>	Ordinance #1187 Proposed Budget Amendments Projected Fund Balance Compliance		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>		\$31,448,877.00
	<b>Amount Budgeted:</b>		\$30,284,788.00
	<b>Appropriation Required:</b>		\$1,164,089.00
<b>CITY MANAGER APPROVAL:</b>			

<b>SUMMARY:</b>	
<p>Staff recommends that the FY 16 Budget be amended to provide for the various items listed on the attached "Proposed Budget Amendment" report.</p> <p>The "Projected Fund Balance Compliance" report supports all recommended amendments.</p>	

<b>RECOMMENDED ACTION:</b>	
<p><b>Mayor:</b> "Do I have a motion to read the full ordinance?"</p> <p><b>If no, Mayor will state:</b> "A majority of the City Council has dispensed with the full reading of the ordinance."</p> <p><b>Mayor will ask:</b> "Madam City Secretary please read the Ordinance Preamble for the record in accordance with the City Charter." "Secretary reads preamble"</p> <p><b>Mayor calls for a motion:</b></p> <p>Move to approve the <b>second and final</b> reading of Ordinance 1187.</p>	

**ORDINANCE NO. 1187**

**AN ORDINANCE OF THE CITY OF BRADY, TEXAS AMENDING THE FISCAL YEAR 2015-2016 BUDGET**

An ordinance amending the 2015-2016 Fiscal Year Budget as follows:

Increasing total expenditures by \$1,164,089 for an expenditure budget of \$31,448,877 as per attached summary, made a part of this ordinance.

These amendments will allow for the completion of the fiscal year operations for the City of Brady.

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADY TEXAS** that the FY 2015-2016 budget be amended accordingly.

**APPROVED UPON FIRST READING THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2015,**

**APPROVED AND PASSED UPON SECOND READING THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2015.**

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

ATTEST: \_\_\_\_\_  
Tina Keys, City Secretary

CITY OF BRADY  
FY 16 PROPOSED BUDGET AMENDMENTS 12-1-2015

FUND:	DIVISION:	ACCOUNT DESCRIPTION	CURRENT BUDGET	AMENDMENT INC / (DEC)	PROPOSED BUDGET
<b>GENERAL REVENUES</b>					
10-4-13-815.01	Civic Center	EDC Contribution	\$ -	\$ 700,000	\$ 700,000
10-4-01-910.23	Administration	Administrative Fee from Sewer Fund	\$ 479,842	\$ (437,957)	\$ 41,885
10-4-01-910.30	Administration	Administrative Fee from Water Fund	\$ 475,585	\$ (67,504)	\$ 408,081
<b>Net change in Revenues</b>				<b>\$ 194,539</b>	
<b>EXPENDITURES</b>					
10-5-07-203.00	Fire	Professional fees	\$ -	\$ 19,000	\$ 19,000
10-5-03-401.00	Public Property	Capital Projects	\$ 75,000	\$ 50,000	\$ 125,000
10-5-12-325.00	Streets	Materials	\$ 65,000	\$ 112,700	\$ 177,700
10-5-13-401.00	Civic Center	Capital Projects	\$ 1,100,000	\$ 736,100	\$ 1,836,100
10-5-17-401.00	Municipal Court	Capital Projects	\$ -	\$ 120,000	\$ 120,000
10-5-24-402.00	Repair Shop	Capital Equipment	\$ -	\$ 750	\$ 750
10-5-34-312.00	GRWhite Complex	General Repairs	\$ 50,000	\$ 32,000	\$ 82,000
<b>Net change in Expenditures</b>				<b>\$ 1,070,550</b>	
<b>Net impact on General Fund Balance</b>				<b>\$ (876,011)</b>	
<b>ELEC/WWTP EXPENDITURES</b>					
20-5-23-312.00	WWTP	Emergency Repairs / Replacement	\$ 22,000	\$ 499,000	\$ 521,000
20-5-23-910.10	WWTP	Administrative Fee to General Fund	\$ 479,842	\$ (437,957)	\$ 41,885
<b>Net change in Expenditures</b>				<b>\$ 61,043</b>	
<b>Net Impact on Elec/WWTP Fund Balance</b>				<b>\$ (61,043)</b>	
<b>WATER EXPENDITURES</b>					
30-5-31-910.10	Water	Administrative Fee to General Fund	\$ 475,585	\$ (67,504)	\$ 408,081
<b>Net change in Expenditures</b>				<b>\$ (67,504)</b>	
<b>Net impact on Water Fund Balance</b>				<b>\$ 67,504</b>	

CITY OF BRADY  
FY 16 PROPOSED BUDGET AMENDMENTS 12-1-2015

FUND:	DIVISION:	ACCOUNT DESCRIPTION	CURRENT BUDGET	AMENDMENT INC / (DEC)	PROPOSED BUDGET
<b>GAS EXPENDITURES</b>					
40-5-42-910.80	Gas	Transfer to Special Revenue Fund	\$ 390,247	\$ 50,000	\$ 440,247
		<b>Net change in Expenditures</b>		<b>\$ 50,000</b>	
		<b>Net impact on Gas Fund Balance</b>		<b>\$ (50,000)</b>	
<b>SPECIAL REVENUE REVENUES</b>					
80-4-43-910.40	Community Dev	Transfers in from Gas Fund	\$ 390,247	\$ 50,000	\$ 440,247
<b>EXPENDITURES</b>					
80-5-43-278.01	Community Dev	Local Cost - Brady Trails	\$ 41,550	\$ 50,000	\$ 91,550
		<b>Net impact on Special Rev Fund Balance</b>		<b>\$ -</b>	

CITY OF BRADY  
FY 16 BUDGET AMENDMENT REQUESTS  
12/01/2015

DIVISION	ACCOUNT DESCRIPTION	AMOUNT	REASON FOR AMENDMENT
<b>REVENUES</b>			
Civic Center	EDC Contribution	\$ 700,000	Contribution from EDC for Civic Center construction per Resolution 2015-028R
Admin	Transfer	\$ (437,957)	Not required to meet General Fund needs
Admin	Transfer	\$ (67,504)	Not required to meet General Fund needs
	<b>TOTAL</b>	<b>\$ 194,539</b>	
<b>EXPENDITURES</b>			
Fire	Professional Fees	\$ 19,000	Concept plans for new Fire / EMS station
PPM	Capital Projects	\$ 50,000	Acquire Activity Center and improvements
Streets	Materials	\$ 112,700	Increase street maintenance work
Civic Center	Capital Projects	\$ 36,100	Finish engineering work for Civic Center
. Center	Capital Projects	\$ 700,000	Construction for Civic Center
Muni Court	Capital Projects	\$ 120,000	New Municipal Court building improvements
Repair Shop	Capital Equipment	\$ 750	Complete installation of Repair Shop lift
GRW Complex	General Repairs	\$ 32,000	Continue GRW Complex improvements
	<b>TOTAL</b>	<b>\$ 1,070,550</b>	
WWTP	Emergency Repairs	\$ 499,000	Repairs needed to keep current WWTP running
WWTP	Administrative Fee	\$ (437,957)	Retain funds for unexpected WWTP repairs
		<b>\$ 61,043</b>	
Water	Administrative Fee	<b>\$ (67,504)</b>	Retain funds to meet fund balance level requirements
Gas	Transfer out	<b>\$ 50,000</b>	To provide for 8 foot wide trails with the Brady Trails project
Comm Dev	Transfer in	\$ 50,000	To provide for 8 foot wide trails with the Brady Trails project
	Local Cost - Brady Trails	\$ 50,000	To provide for 8 foot wide trails with the Brady Trails project

CITY OF BRADY			
FY 16 ADJ PROJECTED FUND BALANCES - COMPLIANCE	TOTAL REVENUES	TOTAL EXPENSES	FUND BALANCE
GENERAL FUND - 10			
BEGINNING GENERAL FUND BALANCE 10-1-2015			\$3,098,568
Budget FY16	\$4,093,735	\$8,555,500	(\$4,461,765)
Amendments 12-1-2015	\$700,000	\$1,070,550	(\$370,550)
Transfer in leiu of taxes from Electric Fund	\$2,574,430		\$2,574,430
Transfer in leiu of taxes from Gas Fund	\$345,634		\$345,634
Administrative fee from Sewer Fund	\$41,885		\$41,885
Administrative fee from Water Fund	\$408,081	\$0.00	\$408,081
Transfer excess reserve funds from Utility Support	\$10,640		\$10,640
Transfer excess reserve funds from Solid Waste	\$200,712		\$200,712
Restricted - Projected			(\$78,575)
ENDING GENERAL FUND BALANCE - Unrestricted 9-30-2016			\$1,769,060
Number of days to operating expenditures			90
Excess funds available			\$9,635
Total budgeted expenditures FY16	\$9,626,050		
Less budgeted capital expenditures	(\$2,490,605)		
Net Operating Expenditures	\$7,135,445		
Mimimum level Fund Balance required	\$1,759,425	90 days	
ELECTRIC & SEWER FUND - 20			
BEGINNING ELECTRIC & SEWER FUND BALANCE 10-1-15			\$6,618,643
Budget FY 16	\$9,172,862	\$8,291,489	\$881,373
Amendment 12-1-2015		\$499,000	(\$499,000)
Transfer in leiu of taxes from Electric to General Fund		\$2,574,430	(\$2,574,430)
Administrative fee from Sewer to General Fund	\$0	\$41,885	(\$41,885)
Restricted			(\$11,750)
ENDING ELECTRIC & SEWER FUND BALANCE - Unrestricted 9-30-16			\$4,372,951
Number of days to operating expenditures			183
Excess funds available			\$216,203
Total budgeted expenditures FY 16	\$11,406,804		
Less budgeted capital expenditures	(\$2,977,842)		
Operating Expenditures	\$8,428,962		
Mimimum level Fund Balance required	\$4,156,748	180 days	
WATER FUND - 30			
BEGINNING WATER FUND BALANCE 10-1-2015			\$3,149,934
Budget FY16	\$1,929,672	\$3,394,587	(\$1,464,915)
Administrative fee to General Fund		\$408,081	(\$408,081)
Transfer to Utility Support Fund		\$0	\$0
Restricted			(\$320,000)
ENDING WATER FUND BALANCE - Unrestricted 9-30-2016			\$956,938
Number of days to operating expenditures			186
Excess funds available			\$33,290
Total budgeted expenditures FY 16	\$3,802,668		
Less budgeted capital expenditures	(\$1,929,715)		
Operating Expenditures	\$1,872,953		
Mimimum level Fund Balance required	\$923,648	180 days	
FY 16 Adj Projected Fund Balances - compliance 12-1-2015			
Page 1			

CITY OF BRADY			
FY 16 ADJ PROJECTED FUND BALANCES - COMPLIANCE	TOTAL REVENUES	TOTAL EXPENSES	FUND BALANCE
<b>GAS FUND - 40</b>			
<b>BEGINNING GAS FUND BALANCE 10-1-2015</b>			<b>\$1,431,618</b>
Budget FY16	\$1,531,122	\$1,251,142	\$279,980
Transfer in lieu of taxes to General Fund		\$345,634	(\$345,634)
Transfer to Utility Support Fund		\$0	\$0
Transfer to Special Revenue Fund		\$440,247	(\$440,247)
Restricted			\$0
<b>ENDING GAS FUND BALANCE - Unrestricted 9-30-2016</b>			<b>\$925,717</b>
Number of days to operating expenditures			187
Excess funds available			\$34,195
Total budgeted expenditures FY16	\$2,037,023		
Less budgeted capital expenditures	(\$229,215)		
Operating Expenditures	\$1,807,808		
Minimum level Fund Balance required	\$891,522	180 days	
<b>UTILITY SUPPORT FUND - 50</b>			
<b>BEGINNING UTILITY SUPPORT FUND BALANCE 10-1-2015</b>			<b>\$374,843</b>
Budget FY 16	\$271,300	\$506,760	(\$235,460)
Transfer to General Fund excess reserves		\$10,640	(\$10,640)
Transfer from Water Fund	\$0		\$0
Transfer from Gas Fund	\$0		\$0
<b>ENDING UTILITY SUPPORT FUND BALANCE - Unrestricted 9-30-2016</b>			<b>\$128,743</b>
Number of days to operating expenditures			106
Excess funds available			\$19,048
Total budgeted expenditures FY 16	\$517,400		
Less budgeted capital expenditures	(\$72,524)		
Operating Expenditures	\$444,876		
Minimum level Fund Balance required	\$109,695	90 days	
<b>SOLID WASTE FUND - 60</b>			
<b>BEGINNING SOLID WASTE FUND BALANCE 10-1-2015</b>			<b>\$913,072</b>
Budget FY16	\$1,180,000	\$1,223,748	(\$43,748)
Transfer excess funds to General Fund		\$200,712	(\$200,712)
Restricted			(\$391,000)
<b>ENDING SOLID WASTE FUND BALANCE - Unrestricted 9-30-2016</b>			<b>\$277,612</b>
Number of days to operating expenditures			110
Excess funds available			\$50,396
Total budgeted expenditures FY16	\$1,424,460		
Less budgeted capital expenditures and Street Sanitation exps	(\$502,972)		
Operating Expenditures	\$921,488		
Minimum level Fund Balance required	\$227,216	90 days	
<b>Total Ending Fund Balances - Unrestricted</b>			<b>\$8,431,021</b>
Number of days to Total Operating Expenditures			149
FY 16 Adj Projected Fund Balances - compliance 12-1-2015			

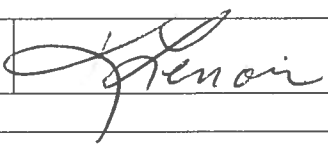


CITY OF BRADY			
FY 16 ADJ PROJECTED FUND BALANCES - COMPLIANCE	TOTAL REVENUES	TOTAL EXPENSES	FUND BALANCE
SPECIAL REVENUE FUND - 80			
BEGINNING SPECIAL REVENUE FUND BALANCE 10-1-2015			\$361,464
Budget FY 16	\$2,048,682	\$2,584,472	(\$535,790)
Amendment 12-1-2015		\$50,000	(\$50,000)
Transfer from Gas Fund	\$440,247		\$440,247
ENDING SPECIAL REVENUE FUND BALANCE - RESTRICTED 9-30-15			\$215,921
TOTAL BUDGET AFTER TRANSFERS	<u>\$24,949,002</u>	<u>\$31,448,877</u>	(\$6,499,875)

# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	12/15/2015	<b>AGENDA ITEM</b>	7.B.
<b>AGENDA SUBJECT:</b>			
Discussion, consideration and possible action regarding Resolution 2015-049 to authorize Freese & Nichols, Inc. (FNI) to provide professional engineering design services for "2016 WWTP Bridge Structure Replacement Project" for an amount not-to-exceed \$49,465.00.			
<b>PREPARED BY:</b>	K. Lenoir / S. Miller	<b>Date Submitted:</b>	12/08/2015
<b>EXHIBITS:</b>			
Resolution 2015-049 Proposed agreement attached.			
<b>BUDGETARY IMPACT:</b>		<b>Required Expenditure:</b>	\$49,465.00
		<b>Amount Budgeted:</b>	\$521,000.00
		<b>Appropriation Required:</b>	\$00.00
<b>CITY MANAGER APPROVAL:</b>			
<b>SUMMARY:</b>			
<p>The City of Brady WWTP has an aeration carrousel structure that is spanned by two (2) bridge support structures for supporting motors and shafts necessary to the proper operation of the wastewater treatment process. Recent severe failures has necessitated the complete replacement of these structures due to corrosive deterioration of the bridge structure. The bridge structures are in a state of potential failure and must be immediately replaced. This is being declared as an emergency due to the nature and frequency of failure.</p> <p>City staff is pleased to present to the City Council the recommendation of Freese and Nichols Inc. (FNI) to develop an accelerated work scope that fast tracks the bidding of contractor services for the replacement of two (2) bridge structures at the city's WWTP. These design services will prepare a proper engineering solution for the full replacement of the structural bridge members. The city has declared this an emergency condition and direct solicitation to preferred contractors is planned. The bid package includes a sole source supplier for the bridge structures components from the original fabricator.</p>			
<b>RECOMMENDED ACTION:</b>			
Move to approve Resolution 2015-049			

**RESOLUTION # 2015-049**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS AUTHORIZING THE MAYOR TO SIGN THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT FROM FREESE AND NICHOLS, INC. FOR 2016 WWTP BRIDGE STRUCTURE REPLACEMENT PROJECT

**WHEREAS**, the City wishes to enter into an agreement with Freese & Nichols; and

**WHEREAS**, the City wishes to allow the Mayor to enter into an Agreement for professional engineering design services relating to the 2016 WWTP Bridge Structure Replacement Project for an amount not to exceed \$49,465.00; and

**WHEREAS**, the engineering company, Freese & Nichols, Inc. has delivered extraordinary services to the City; and

**WHEREAS**, the City wishes to proceed with this design and build emergency repair project for the WWTP.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS**, the Mayor has authorization to sign an engineering services agreement with Freese & Nichols, Inc. as it relates to the 2016 WWTP Bridge Structure Replacement Project.

**PASSED** and **APPROVED** this the \_\_\_\_ day of \_\_\_\_\_ 2015.

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

\_\_\_\_\_  
Tina Keys, City Secretary

## AGREEMENT FOR CONSULTING SERVICES

STATE OF TEXAS §

COUNTY OF McCULLOCH §

CITY OF BRADY, TX §

This is an **Agreement** by and between the City of Brady, Texas, (CITY), a home rule municipal corporation located at 201 E. Main Street, Brady, Texas 76825, and, Freese and Nichols, Inc. (FNI), a professional engineering firm located at 10431 Morado Circle, Ste.300, Austin, TX 78759.

WHEREAS, CITY desires to obtain certain professional engineering services; and

WHEREAS, FNI. is in the business of providing such services,

NOW, THEREFORE, the CITY and FNI. mutually agrees as follows:

### I. SCOPE OF SERVICES & OBLIGATIONS

FNI., HEREINAFTER referred to as ENGINEER and shall serve as an ENGINEER of the CITY. The description of services contained herein is intended to be general in nature. It is neither exhaustive, nor a limitation on ENGINEER's services so long as its services actually delivered are consistent with the provisions of this **Agreement**.

ENGINEER agrees to provide professional services to the CITY generally described as Engineering Design Services - 2016 WWTP Bridge Structure Replacement Project or as more fully described in and made a part of this **Agreement** and in **Attachment A** the parts of which are listed as follows:

1. ARTICLE I - BASIC SERVICES
2. ARTICLE II - ADDITIONAL SERVICES
3. ARTICLE III - TIME OF COMPLETION
4. ARTICLE IV - RESPONSIBILITIES OF OWNER
5. ARTICLE V - DESIGNATED REPRESENTATIVES

An Authorization to Proceed shall be issued by the CITY prior to any work commencing or initiation of services by the ENGINEER.

ENGINEER shall procure and maintain at all times, and at its own expense, for the program or services covered by this **Agreement**, any and all necessary liability insurance with companies authorized to do business in the State of Texas. ENGINEER must deliver to CITY proof of insurance (**Attachment B** as attached) evidencing that coverage's are in full force and effect.

ENGINEER shall defend, indemnify and hold harmless the CITY, its officials and employees, against all suits or claims that may be based on any injury to persons or property that may occur, or may be alleged to occur, in the course of the performance of this **Agreement** by ENGINEER, its agents or employees,

provided, that the damage, claims, loss, demand, or suit is caused in whole or in part by any negligent act or omission of ENGINEER, or any sub-consultant of ENGINEER, or anyone directly or indirectly employed by ENGINEER.

All professional services provided under this **Agreement** must be completed as described in each work order; the dates for performance can only be extended with a written consent letter signed by both CITY and ENGINEER.

ENGINEER shall provide services which reflect normal professional and industry standards, procedures and performances. ENGINEER shall exercise due diligence and proper care and perform services subject to this **Agreement** or Contract in a good and professional workmanlike manner. Approval or acceptance of work delivered or rendered by ENGINEER to CITY shall not constitute, or be deemed, a release of the responsibility and liability of the ENGINEER, its employees, agents, or associates from the exercise of skill and diligence, nor shall CITY's approval be deemed to be an assumption of responsibility by CITY or any defect or error by ENGINEER.

## II. COMPENSATION

CITY shall compensate ENGINEER for its services in the amount and manner as described by the individual work orders. A Lump Sum Fee Summary as follows:

### Basic Services -

• Project Management and Administrative Services	\$4,445.00
• Design Phase Services	\$20,394.00
• Bid Phase Services	\$4,832.00
• Construction Phase Services	\$19,794.00

TOTAL FEE BASIS	<b>\$49,465.00</b>
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Unless otherwise stated or agreed to in writing by both parties, ENGINEER shall invoice CITY at the end of each month for the services performed under the scope of services in each work order during that month.

Additional services shall be negotiated through contract amendment(s) that are authorized by the CITY.

ENGINEER shall invoice the CITY monthly and will reflect the percentage of the project completed at the date of the invoice. The CITY shall process payments of amounts due for Basic Engineering Services, Special Services, Additional Services and Reimbursable Expenses, if any, under this **Agreement** within 60-days after ENGINEER's presentation of payment invoice.

Reimbursable expenses shall mean the ENGINEER's cost of reproduction of reports, drawings and similar project related items. Reimbursable expenses are controlled or otherwise limited as shown in the Reimbursable Expense Addendum as attached and made a part of this **Agreement**.

### III. SPECIAL CONDITIONS

No officer, agent or employee of the CITY is employed by ENGINEER or has a financial interest direct or indirect in this **Agreement** or the compensation to be paid under this **Agreement**.

ENGINEER shall promptly correct any defective designs or specification furnished by ENGINEER at no cost to CITY. CITY's approval, acceptance, use of, or payment for all or any part of the Engineer's services hereunder shall in no way alter the Engineer's obligations or rights hereunder.

All documents, including but not limited to original drawings, estimates, specifications, field notes and data that are created for or an outcome of work generated or produced for the CITY shall become the property of CITY. This includes certain intellectual property, such as datasets/results generated from computer programs or software, documentation, specifications, inventions, improvements, discoveries and other copyrightable or patentable works ("Works") developed by ENGINEER, solely or with others, resulting from performance of services under this **Agreement** or Contract and which shall become the property of the CITY.

ENGINEER does hereby irrevocably grant and assign to CITY and its licensees all rights in and to the Works during the performance period of this **Agreement** or Contract and thereafter, including by not limited to the right to reproduce, distribute, prepare derivative Works, display and perform action on the Works.

ENGINEER understands that performing work for the CITY may involve access to and creation of confidential information or information involving the personal privacy and personal identity of customers or citizens, trade secret or other confidential information ("proprietary information") of the CITY and its affiliates or customers. ENGINEER agrees not to disclose or use any proprietary information without the prior written consent of the CITY.

This **Agreement** contains the entire **Agreement** of the Parties and there are no other promises or conditions in any other **Agreement** whether oral or written. This **Agreement** may be modified or amended if the addendum is made in writing and is executed by both parties.

This **Agreement** shall be governed by the laws of the State of Texas. Venue shall be in McCulloch County, Texas

#### IV. TERM

ENGINEER shall complete all Basic Services and Special Services (if any) on or before the timeline established in Attachment A and as described in Article III.

Either party may terminate the **Agreement** or Contract at any time upon thirty (30) days written notice. Upon ENGINEER's receipt of such Notice by the CITY, ENGINEER shall cease work immediately.

If this **Agreement** is terminated by the CITY, the ENGINEER will be paid for services performed to the date of termination. If this **Agreement** is terminated by the ENGINEER, the ENGINEER will be paid for services performed on the completed portions of the project which are usable to the CITY.

If, through any cause, ENGINEER fails to fulfill its obligations under this **Agreement**, or if the ENGINEER violates any of the conditions or requirements of this **Agreement**, CITY has the right to terminate this **Agreement** or Contract by giving the ENGINEER five (5) days written notice the ENGINEER will be compensated for the services satisfactorily performed before the termination date.

CITY OF BRADY, TEXAS

\_\_\_\_\_  
Kim Lenoir, City Manager

ATTEST:

\_\_\_\_\_  
Tina Keys, City Secretary

FREESE AND NICHOLS, INC.

\_\_\_\_\_  
Trooper Smith, Vice President

\_\_\_\_\_  
Date

## ATTACHMENT B

### CERTIFICATE OF INSURANCE REQUIREMENTS CITY OF BRADY, TEXAS

Without limiting any of the other obligations or liabilities of the contractor, the ENGINEER shall provide MINIMUM insurance coverage as listed below, prior to the execution of the contract and maintain coverage, without interruption provided by an insurer of a Best Rating of B+ or better, until the work is completed and accepted by the CITY. A certification of insurance will be placed on file with the Purchasing Agent of the City of BRADY, prior to the execution of the **Agreement** or contract.

#### **TYPE OF COVERAGE MINIMUM LIMITS**

##### WORKER'S COMPENSATION - Coverage A Statutory

Worker's Compensation Insurance shall include a Waiver of Subrogation in favor of the City of BRADY

##### EMPLOYERS LIABILITY - Coverage B

Bodily Injury by Accident -	Each Accident	\$ 100,000
Bodily Injury by Disease -	Policy Limit	\$ 500,000
Bodily Injury by Disease -	Each Employee	\$ 100,000

##### COMMERCIAL GENERAL LIABILITY:

Coverage A - Each Claim	\$ 500,000
Coverage B - Personal & Advertising Injury	\$ 500,000
General Aggregate Other Than Products/ Completed Operations	\$ 500,000
Products/Completed Operations Aggregate	\$ 500,000

##### PROFESSIONAL LIABILITY INSURANCE:

Each Claim	\$ 750,000
General Aggregate	\$1,000,000

##### AUTOMOBILE LIABILITY:

Bodily Injury Liability -	Each Person	\$ 250,000
Bodily Injury Liability -	Each Claim	\$ 500,000
Property Damage Liability -	Each Claim	\$ 100,000

##### NOTES (as applicable):

- 1) Coverage must include all owned, hired, and non-owned vehicles.
- 2) Coverage must include the City of BRADY as an Additional Insured for all work performed for or on behalf of the City with the exception workers compensation and professional liability insurance.
- 3) Contractual liability coverage cannot be excluded; and ENGINEER will assume all liability for independent subcontractors.
- 4) Vendor may satisfy the minimum limits required by the Commercial General Liability or Business Automobile Liability insurance with an umbrella or excess liability policy.
- 5) Vendor's insurance shall be deemed primary with respect to any insurance or self-insurance program carried by the CITY.

In the event of any material change, non-renewal, or cancellation of any policy, ENGINEER's insurance company will give thirty (30) days actual prior written notice to the Contracting Department of the City of BRADY for such changes or cancellation.



## REIMBURSIBLE EXPENSES ADDENDUM TO AGREEMENT

### FOR ENGINEERING SERVICES -

The **Agreement** to which this Addendum is attached obligates the City of Brady ("CITY") to pay your expenses associated with delivery of services and work product.

This Addendum amends the **Agreement** to state the maximum amounts, which CITY will reimburse you for the types of expenses listed. CITY provides quality services on a frugal public budget and we expect the same good stewardship of public funds by ENGINEERS or professionals with whom CITY contracts.

These expense limitations also apply to subconsultants, subcontractors, experts and other third parties whom you may hire. You and others are free to incur any level of cost or luxury desired, but City's obligation to reimburse expenses is capped at the lesser of either actual cost or the maximums stated for each category below. Itemized receipts or accounting are a prerequisite to City's obligation to pay the expenses listed in this Addendum:

Hotel. \$100.00 per night inclusive of taxes. City will not pay for room service, Internet, movies, massages, valet parking, telephone calls (except to City personnel on job-related matters), or other hotel services. (In cities over 200,000 population, the rate = \$125.00/night).

Airfare. City pays only the lowest available fare for economy e-ticket as shown on the airline's website.

Rental car. City will pay the rental, taxes and self-serve fuel for a compact or mid-size car; no fuel charges, waivers, or insurance fees. A larger vehicle may be authorized for special needs or business necessity.

Meals. Actual costs, up to a maximum of \$38 per day per person; no alcohol. Receipts are required.

Amenities. You are solely responsible for the cost of snacks, drinks, alcohol, etc. that are not necessary for conducting City business.

Business services. When in Brady – you shall use photocopiers, printers, facsimiles, and similar services at City Hall. When in other locations – CITY will pay you the actual cost of such services as evidenced by your receipts.

Surcharges and/or Overhead. CITY does not pay any percentage defined as "administrative" cost or other expenses.

Exceptions. You may request an exception by CITY to any of the above limits due to special needs of the case or reasonable accommodation for a disability.

**SCOPE OF SERVICES AND RESPONSIBILITIES OF CITY****ARTICLE I**

**PROJECT DESCRIPTION:** This project includes the replacement of walkways, structural steel, frames, bracing, gussets, splash guards, fasteners, shaft and blades on the existing Carrousel Structure at the CITY's wastewater treatment plant. The work shall be completed with a minimum of one of the aerators remaining in service through the duration of construction. The final design, bid phase, and construction phase services for the emergency replacement will be administered within this contract.

The Engineer understands that time is of the essence and agrees to provide all design work and professional services in the most expedient and efficient manner possible in order to complete the Project by: August 15, 2016 in accordance with the approved Project schedule included in this Agreement as Exhibit B.

**PROJECT ASSUMPTIONS:**

- A. The City will have the majority of the responsibility to prepare the DIV 00 documents for the Emergency Bid to the Contractor. FNI will provide a review of all DIV 00 documents and will have primary responsibility for modifications to the bid form and table of contents. FNI will have complete responsibility for the development of all DIV 01 specifications as noted below.

**BASIC SERVICES:** Freese and Nichols, Inc. (FNI) shall render the following professional services in connection with the development of the Project:

A. Project Management and Administrative Duties

FNI shall coordinate internally and also with the CITY for successful project initiation, planning, execution, monitoring/controlling and closeout. FNI shall manage scope, time, cost, quality, staff resources, communications, risk and procurements as necessary. This includes but is not limited to:

- a. Consult with the CITY to ensure the scope of services is met and verify the CITY'S requirements for the project are satisfactory.
- b. Quality Assurance/Quality Control: FNI will develop and implement a QA/QC plan for the work.

B. Design Phase:

- a. Meetings:
  - i. Kick-Off Meeting: Attend one (1) project kick-off meeting with City to assess condition of carrousel structure, take photos, and collect submittal drawings from City. This meeting was conducted on October 27<sup>th</sup>, 2015.
- b. Manufacturer Coordination: Coordinate with manufacturer of Carrousel™ (Eimco/Ovivo) to obtain structural steel data and a price proposal for replacement of all required equipment. Review the manufacturer's proposal for accuracy and facilitate any required changes. This price proposal will be included as an addendum to the bid documents.
- c. Prepare 90% Drawings and Specifications
  - i. *All structural steel replacement drawings, notes, and details shall be provided by Ovivo/Eimco as part of the submittal package.*
  - ii. Develop one (1) plan and one (1) section drawing indicating equipment to be replaced.

Notes shall be included for repair of concrete support locations and reference to supplementary electrical specifications

- iii. Develop standard electrical specifications for all electrical modifications to be completed as part of the equipment replacement.
  - iv. Review City's front end bid documents (DIV 00) and modify as necessary. FNI has primary responsibility for modifications to the bid form and table of contents.
  - v. Develop the following Division 01 specifications:
    - 1. 01 11 00 Summary of Work
    - 2. 01 29 00 Payment Procedures
    - 3. 01 31 00 Project Management and Coordination
    - 4. 01 31 13 Project Coordination
    - 5. 01 31 13.13 Forms
    - 6. 01 32 16 Construction Progress Schedule
    - 7. 01 32 33 Photographic Documentation
    - 8. 01 33 00 Submittal Procedures
    - 9. 01 35 00 Special Procedures
    - 10. 01 40 00 Quality Requirements
    - 11. 01 60 00 Product Requirements
    - 12. 01 70 00 Execution and Closeout Requirements
    - 13. 01 73 29 Cutting and Patching
    - 14. 01 75 00 Starting and Adjusting
  - vi. Prepare 90% Preliminary Opinion of Probable Construction Cost (POPCC)
- d.** Prepare 100% documents for bid
- i. Following City review of 90% design, revise and prepare documents for bidding. *City will have primary responsibility for modifications of front-end documents.*
- e.** Develop list of proposed Contractor's for bid and contact to solicit interest for bidding.
- f.** Phase Deliverables:
- i. 90% Design Review Set (Plans, Technical Specifications, and POPCC)
    - 1. One (1) electronic copy via electronic file transfer site (ftp)
  - ii. 100% Design for Bid (Plans, Technical Specifications, and POPCC)
    - 1. One (1) electronic copy of drawings and technical specifications via electronic file transfer site (ftp). City will use electronic files to send to the Contractors.

**Bid Phase:** Upon completion of the Design Phase, FNI will proceed with the performance of services as follows:

- g.** Meetings:
  - i. Pre-Bid Meeting Site Visit: City will conduct a pre-bid conference for the construction project including three (3) or more pre-selected contractors and FNI will coordinate responses with the City for all questions. Response to the pre-bid conference will be in the form of addenda issued after the conference. *City will conduct the meeting at the site with FNI attending via teleconference.*
- h.** Bid Phase Services:
  - i. Assist the City by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.

- ii. *City will tabulate and analyze the bids received.* FNI will review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project.
    - iii. FNI will recommend award of contract or other actions as appropriate to be taken by the City.
    - iv. Prepare conformed construction documents
  - i. Phase Deliverables:
    - i. Provide the City with:
      - 1. Three (3) copies of 11"x17" conformed construction plans (half-size) and technical specifications
      - 2. One (1) electronic copy of conformed construction plans and technical specifications for use construction
    - ii. Additional sets of documents can be provided as an additional service.
- C. Construction Phase: Upon completion of Bid Phase Services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect the City in providing these services, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.
  - a. Meetings:
    - i. Pre-Construction Meeting: Assist the City in conducting pre-construction conference with the Contractor. Prepare project meeting minutes.
    - ii. Construction Site Visits: Make a maximum of two (2) visits to the site to observe the progress and quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents.
      - 1. Make one site visit after first aerator/walkway unit is substantially completed.
      - 2. Make one site visit after second aerator/walkway unit is substantially completed.
    - iii. Final Construction Inspection (with Ovivo): Participate in the final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. In conjunction with Ovivo, prepare a list of deficiencies to be corrected by the Contractor before recommendation of final payment.
  - b. Establish and maintain a project documentation system consistent with the requirements of the construction Contract Documents.
  - c. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation.
  - d. Review contractor's submittals, including:

- i. Requests for information
  - ii. Modification requests
  - iii. Shop drawings
  - iv. Schedules
  - v. Certified test reports
  - vi. Other submittals
- e. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
- f. Notify CITY of Contractor's non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction Contract Documents.
- g. Interpret the drawings and specifications for CITY and Contractor. Investigations, analyses, and studies requested by the Contractor and approved by CITY, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
- h. Consult with and advise the CITY during construction, make recommendations to the CITY regarding materials and workmanship, and prepare change orders with the CITY's approval.
- i. Phase Deliverables:
  - i. Pre-Construction meeting minutes, two (2) site visit memos and Final Construction Inspection Punch List.

## ARTICLE II

**ADDITIONAL SERVICES:** Additional Services to be performed by FNI, if authorized by CITY, which are not included in the above described basic services and special services, are described as follows:

- A. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by CITY.
- B. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by CITY or 2) due to other causes not solely within the control of FNI.
- C. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction, and providing services as may be required in connection with the replacement of such Work.
- D. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
- E. Preparing data and reports for assistance to CITY in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.

- F. Furnishing the services of a Resident Project Representative to act as OWNER's on-site representative during the Construction Phase. The Resident Project Representative will act as directed by FNI in order to provide more extensive representation at the Project site during the Construction Phase. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, FNI shall endeavor to provide further protection for OWNER against defects and deficiencies in the work. Furnishing the services of a Resident Project Representative is subject to the provisions of Article I.

If OWNER provides personnel to support the activities of the Resident Project Representative who is FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such personnel will be set forth in an Attachment attached to and made a part of this AGREEMENT before the services of such personnel are begun. It is understood and agreed that such personnel will work under the direction of and be responsible to the Resident Project Representative. OWNER agrees that whenever FNI informs him in writing that any such personnel provided by the OWNER are, in his opinion, incompetent, unfaithful or disorderly, such personnel shall be replaced.

- G. Furnishing Special Inspections required under chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in addition to General Representation and Resident Representation services noted elsewhere in the contract. These continuous inspection services can be provided by FNI as an Additional Service.
- H. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- I. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- J. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- K. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- L. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- M. Services required to resolve bid protests or to rebid the projects for any reason.
- N. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
- O. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
- P. Providing services after the completion of the construction phase not specifically listed in Article I.

- Q. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the CITY.
- R. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- S. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- T. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
- U. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

### ARTICLE III

**TIME OF COMPLETION:** FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule:

- Sealed Bid Documents: Emergency Carrousel Structural Repair – 30 days
- Estimated Duration of Construction – 190 Days

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in CITY or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this AGREEMENT and in Attachment B.

### ARTICLE IV

**RESPONSIBILITIES OF CITY:** CITY shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Prepare and develop front end documents for bidding (majority of effort)
- B. For the construction of the Project, Owner recognizes and expects that certain Change Orders may be required. Unless noted otherwise, the Owner shall budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.

Further, Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omission, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement ("Covered Change Orders"). Accordingly, Owner agrees to pay for Change Orders and otherwise to make no claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the aggregate costs of all such approved Covered Change Orders exceed 2% for new construction and 4% for reconstruction. Any responsibility of Engineer for the costs of Covered Changed Orders in excess of such percentage will be determined on the basis of applicable

contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include:

- any costs that Owner would have incurred if the Covered Change Order work had been included originally in the Contract Documents and without any other error or omission of Engineer related thereto,
- Any costs that are due to unforeseen site conditions, or
- Any costs that are due to changes made by the Owner.
- Any costs that are due to the Contractor

Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percent of Construction Cost stated above or for any other Change Order. Wherever used in this document, the term Engineer includes Engineer's officers, directors, partners, employees, agents, and Engineers Consultants.

- C. Designate in writing a person to act as CITY's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to FNI's services for the Project.
- D. Provide all criteria and full information as to CITY's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CITY will require to be included in the drawings and specifications.
- E. Assist FNI by placing at FNI's disposal all available information pertinent to the Project.
- F. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.
- G. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as CITY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- H. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- I. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CITY may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CITY may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CITY may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- J. CITY shall determine, prior to receipt of construction bid, if FNI is to furnish Resident Project Representative service so the Bidders can be informed.



- K. If CITY designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this AGREEMENT before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase services as defined in Attachment A, Article I, together with such adjustment of compensation as appropriate.
- L. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- M. Give prompt written notice to FNI whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- N. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment A, Article III of this AGREEMENT or other services as required.
- O. Bear all costs incident to compliance with the requirements of this Article V.

#### ARTICLE V

**DESIGNATED REPRESENTATIVES:** FNI and CITY designate the following representatives:

CITY's Designated Representative –

Steven Miller  
201 East Main  
P.O. Box 351  
Brady, Texas 76825  
Phone: 325/597-2152  
Fax: 325/597-2068  
E-mail: smiller@bradytx.us

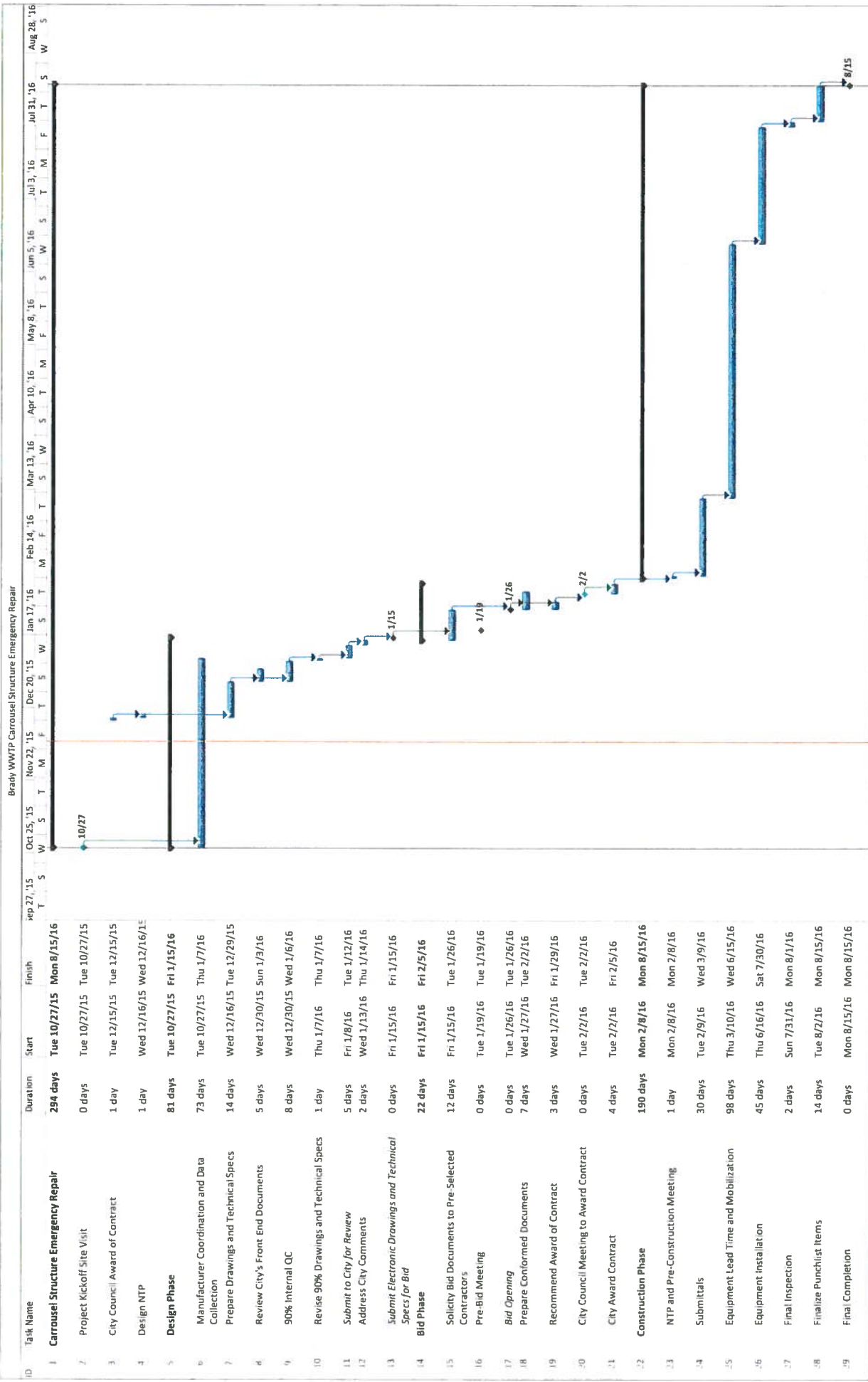
FNI's Designated Representative –

Trooper Smith  
10431 Morado Circle  
Ste. 300, Austin, TX 78759  
Phone: 512/617-3116  
Fax: 512/617-3101  
E-mail: Trooper.Smith@freese.com

FNI's Accounting Representative –

Billy Metzger  
10431 Morado Circle  
Ste. 300, Austin, TX 78759  
Phone: 512/617-3177  
Fax: 512/617-3101  
E-mail: Billy.Metzger@freese.com

# EXHIBIT B





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/7/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Ames & Gough 8300 Greenboro Dr. Suite 980 McLean VA 22102		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 703-827-2277 <b>E-MAIL ADDRESS:</b> admin@amesgough.com <b>FAX (A/C, No):</b> 703-827-2279	
<b>INSURED</b> Freese and Nichols, Inc. 4055 International Plaza, Suite 200 Fort Worth TX 76109		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Continental Casualty Company (CNA) <b>INSURER B:</b> Hartford Fire Insurance Company <b>INSURER C:</b> Hartford Casualty Insurance Company <b>INSURER D:</b> Trumbull Insurance Company <b>INSURER E:</b> <b>INSURER F:</b>	
FREEAND-02		<b>NAIC #</b> 20443 19682 29424 27120	

**COVERAGES** **CERTIFICATE NUMBER:** 126509568 **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		42UUNNI6224	10/23/2015	10/23/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		42UENNI6305	10/23/2015	10/23/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		42RHUNI5748	10/23/2015	10/23/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A	42WBCU2821	10/23/2015	10/23/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability		AEH 008214422	10/23/2015	10/23/2016	5,000,000 / per claim 10,000,000 aggr

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)


2106 WWTP Bridge Structure Replacement Project

The certificate holder is included as Additional Insured with respect to General Liability and Automobile Liability when required by written contract. A Waiver of Subrogation is included on the General Liability, Automobile Liability and Workers' Compensation when required by written contract and allowable by law.

<b>CERTIFICATE HOLDER</b>  City of Brady Attn: Purchasing Agent 201 E. Main Street Brady TX 76825	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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City Council  
City of Brady, Texas  
**Agenda Action Form for Ordinance**

<b>AGENDA DATE:</b>	12-15-2015	<b>AGENDA ITEM</b>	7.C.
<b>AGENDA SUBJECT:</b>	Discussion, consideration, and possible action regarding <b>second and final</b> reading of Ordinance 1189 that addresses inclusion of properties served as if in city limits for over 20 years.		
<b>PREPARED BY:</b>	T. Keys/KL	<b>Date Submitted:</b>	12-10-15
<b>EXHIBITS:</b>	Ordinance 1189, Historic Annexation Map, Listing of annexations reviewed		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>		\$00.00
	<b>Amount Budgeted:</b>		\$00.00
	<b>Appropriation Required:</b>		\$00.00
<b>CITY MANAGER APPROVAL:</b>			

<b>SUMMARY:</b>
<p>GIS Map contractors and surveyor Kenneth Ross reviewed the 30 annexation ordinances since 1906 and developed a historic annexation map for the public to review. A public presentation was held December 1 to review the actual boundary lines of the city as mapped with the various original town boundaries and 30 annexations to 2001. Staff also presented and fielded questions with the P&amp;Z Commission on December 8. Staff has visited with numerous visitors at City Hall and at the Service Center to clear-up any questions of affected properties. Section 41.003 of the Texas Local Government Code allows the City Council to adopt an ordinance declaring an area that is adjacent to the City that has received longstanding treatment as part of the City to now become a part of the City to correct city limit boundaries.</p> <p>The attached ordinance includes properties where no previous annexation ordinance was found to include them in the city limits. All property included was currently thought to be in the city limits and served as if they were in the city limits for over 20 years. This ordinance includes Exhibit A Simpson Lake Club and City Property south of Brady Lake, Exhibit B Parkview Subdivision Phase II, Exhibit C Triangle south of W. 6<sup>th</sup> St and north of W. 11<sup>th</sup> St and east of Richards Park, and Exhibit D all of Live Oak Cemetery north of E White St.</p>

<b>RECOMMENDED ACTION:</b>
<p><b>Mayor:</b> <u>"Do I have a motion to read the full ordinance?"</u></p> <p><b>If no, Mayor will state:</b> <u>"A majority of the City Council has dispensed with the full reading of the ordinance."</u></p> <p><b>Mayor will ask:</b> <u>"Madam City Secretary please read the Ordinance Preamble for the record in accordance with the City Charter."</u> <b>"Secretary reads preamble"</b></p> <p><b>Mayor calls for a motion:</b></p> <p>Move to approve second and final reading of Ordinance 1189</p>

## **ORDINANCE NO. 1189**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS DECLARING AREAS RECEIVING LONGSTANDING TREATMENT AS PART OF THE CITY OF BRADY, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 41.003 of the Texas Local Government Code allows the City Council to adopt an ordinance declaring an area that is adjacent to the City that has received longstanding treatment as part of the City to be a part of the City; and

**WHEREAS**, the areas described in Exhibit A, B, C, and D (collectively "Areas") are not within the City's boundaries; and

**WHEREAS**, the City's records indicate that the Areas have been considered a part of the City for at least the preceding 20 years; and

**WHEREAS**, the City has provided municipal services, including police protection, to the area and has otherwise treated the area as part of the municipality during the preceding 20 years; and

**WHEREAS**, there has not been a final judicial determination during the preceding 20 years that the area is outside the City's boundaries; and

**WHEREAS**, there is no pending lawsuit that challenges the inclusion of the Areas as part of the City; and

**WHEREAS**, the City Council has determined that the safety, health and welfare of the citizens and general public require the City to declare the Areas as part of the City; and

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

**Section 1. Findings.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes and findings of fact.

**Section 2. Declaration.** The City Council determines the Areas reflected in Exhibit A, B, C, and D meet the requirements of Section 41.003 of the Texas Local Government Code and declares the Areas to be within the City's Boundaries.

**Section 3. Retroactive.** The City began its continuous treatment of the Areas as part of the City since before 1980, Under, Section 41.003(c) of the Texas Local Government Code, the Areas have been a part of the City since before 1980.

**Section 4. Severability.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

**Section 5. Savings Clause.** All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent the prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portion of conflicting ordinances shall remain in full force and effect.

**Section 6. Effective Date.** This Ordinance shall be in full force and effect on December 15, 2015.

PASSED AND ADOPTED ON this 15<sup>th</sup> day of December 2015.

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Anthony Groves, Mayor

ATTEST:

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Tina Keys, City Secretary

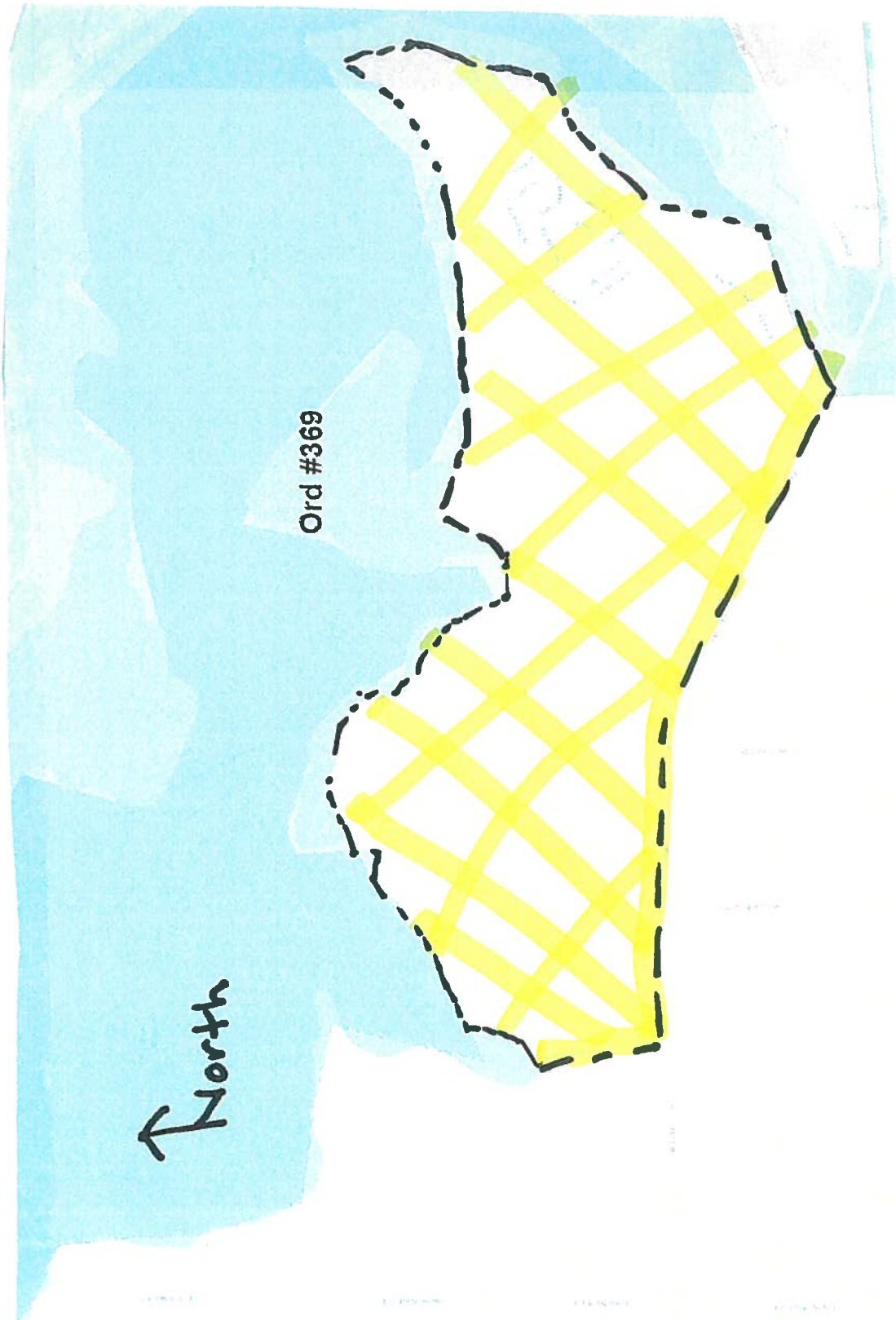
APPROVED AS TO FORM:

---

M. Shannon Kackley, Asst. City Attorney  
DENTON NAVARRO ROCHA BERNAL HYDE & ZECH, P.C.

# EXHIBIT A

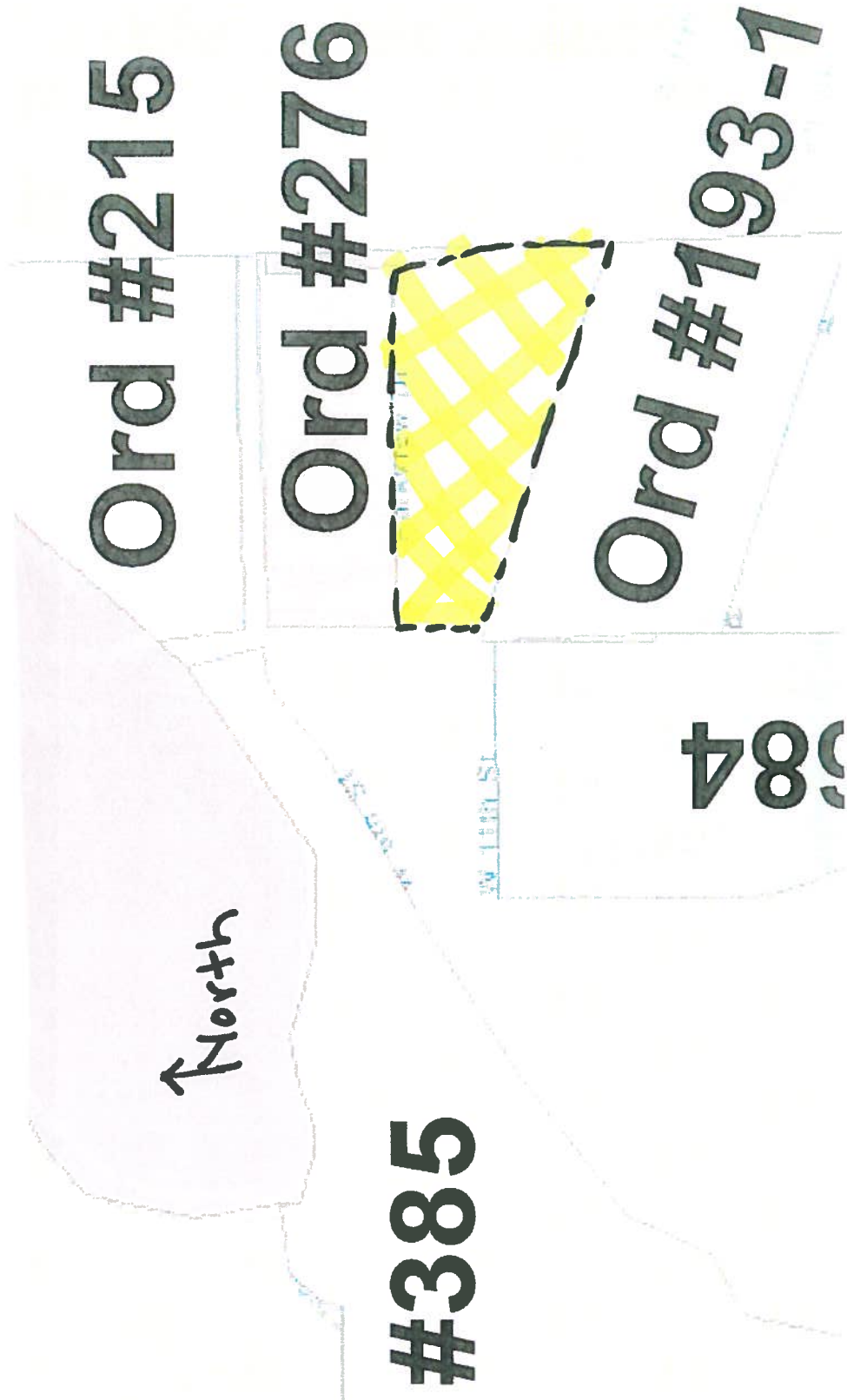
Simpson Lake Club Subdivision and  
City Property south of Brady Lake and north of FM 2028





# EXHIBIT B

Parkview Subdivision Phase II  
McCulloch County Appraisal District Parcel Numbers: 23249 to 23267







# EXHIBIT C

Triangle south of W. 6<sup>th</sup> St and north of W. 11<sup>th</sup> Street, east of Richards Park  
McCulloch County Appraisal District Parcel Numbers:  
25805, 25883, 32989, 34661 and 033021





# EXHIBIT D

All of the Live Oak Cemetery property north of E White Street/CR402



↑  
North

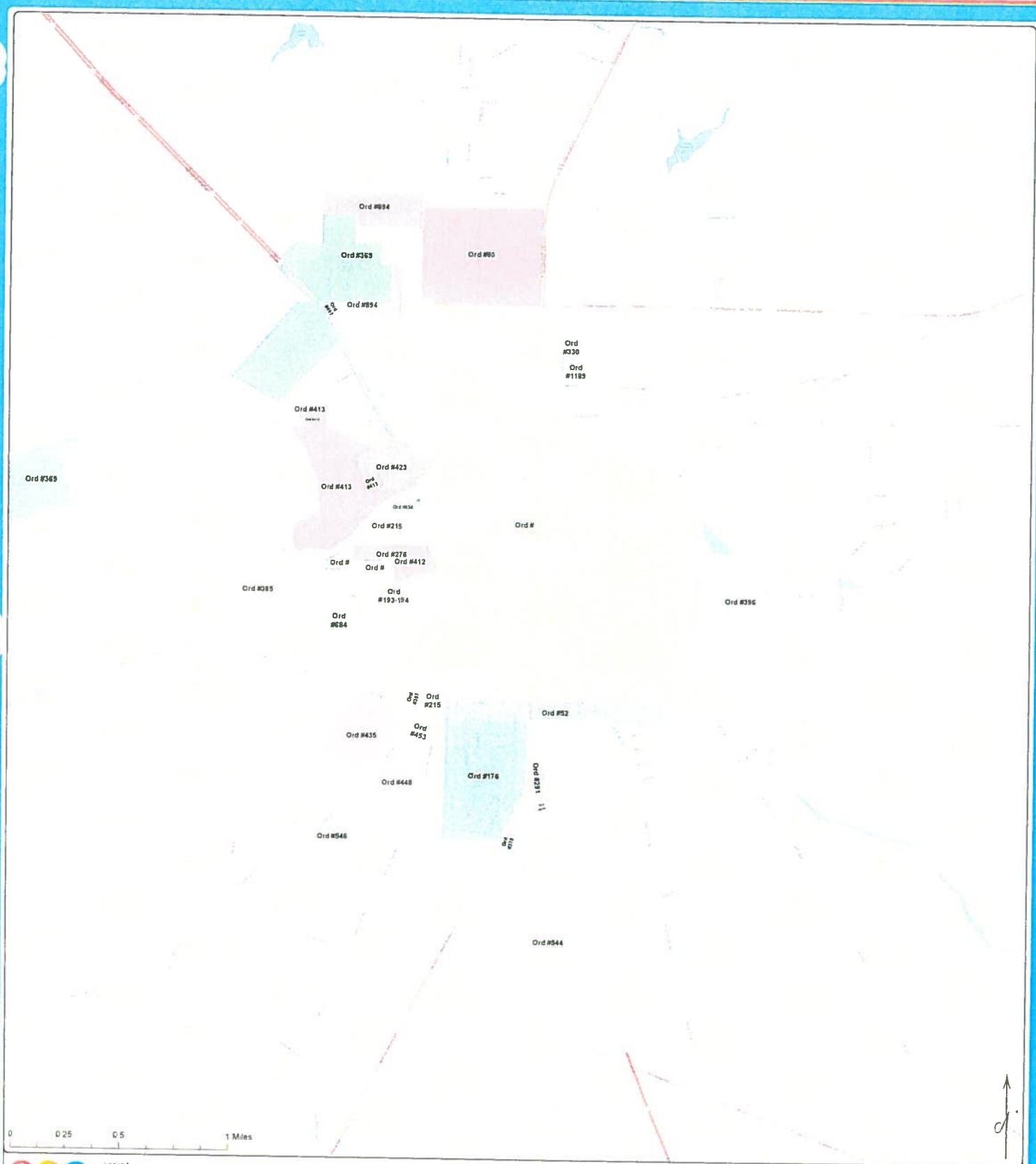
County Road 402

County Road 403

# City of Brady - Annexation Ordinances - City Limit Map

<b>Year</b>	<b>Ordinance Number</b>	<b>Subdivision</b>
1906		Original Town
1927	44	W. 1st to Brady Creek - Old City Service Center
1927	52	South Brady - 16th to 17th Street
1929	80	North Brady - Boy St to Ballou St
1947	176	South Brady - Stanburn Park Area
1949	193-194	W 11th and 12th between Live Oak to Persimmon
1952	215	Houses N of W 6th street near park, Simpson, Jordan, Bombay Streets
1956	239	Curtis Field Airport
1961	276	Houses Southside of W 6th Street, near park
1961	293	S Bridge Commercial Tract
1962	291	S Bridge Commercial Tract
1964	324	S Bridge Commercial Tract
1965	330	Live Oak Cemetery
1968	369	Rest Haven Cemetery, Golf Course, Lake
1969	378	3 ac - Brady Nursing Home
1970	385	GRW Complex - 100 acres
1971	396	Waste Water Treatment Plant
1971	397	McBee 2.4 ac, W. 17th and Simpson St
1972	412	Parkview
1972	413	Richards Park, Park Addition / Memory Lane
1973	423	Broad * six small tracts around Park
1975	435	McCulloch County Hospital
1976	454	Meadow Creek
1976	453	Rudder Tract
1976	448	Southgate Terrace
1980	497	Civic Center Site
1984	544	South Brady to Hwy 71
1984	546	Highland South Subdivision
1992	684	Aston Property
2001	894	39 acres north of Golf Course, 14.8 ac east and south of golf course





**Legend**

**Annexation Years**

1936	1941	1971	1991
1937	1942	1972	1992
1938	1943	1973	1993
1939	1944	1974	1994
1940	1945	1975	1995
1941	1946	1976	1996
1942	1947	1977	1997
1943	1948	1978	1998
1944	1949	1979	1999
1945	1950	1980	2000


*Actual Year Map*

# City of Brady Annexations



City Council  
City of Brady, Texas

**Agenda Action Form for Ordinance**

<b>AGENDA DATE:</b>	12-15-2015	<b>AGENDA ITEM</b>	7.D.
<b>AGENDA SUBJECT:</b>	Discussion, consideration, and possible action regarding <b>second and final</b> reading of Ordinance 1190 that adopts the map of the Brady City Limits.		
<b>PREPARED BY:</b>	T. Keys/KL	<b>Date Submitted:</b>	12-10-15
<b>EXHIBITS:</b>	Ordinance 1190		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>		\$00.00
	<b>Amount Budgeted:</b>		\$00.00
	<b>Appropriation Required:</b>		\$00.00
<b>CITY MANAGER APPROVAL:</b>			

<b>SUMMARY:</b>
<p>GIS Map contractors and surveyor Kenneth Ross developed a final city limit map for the public to review. A public presentation was held December 1 to review the actual boundary lines of the city as mapped. The northwestern and western boundary lines have been in question for many years and have been corrected to the 1906 original town abstract boundary lines. Staff also presented and fielded questions with the P&amp;Z Commission on December 8. Staff has also visited with numerous visitors at City Hall and at the Service Center to clear-up any questions of affected properties.</p> <p>Section 43.021 of the Texas Local Government Code allows a Home-Rule Municipality to “fix the boundaries of the municipality”. Sections 41.001 and 41.0015 of the Texas Local Government Code requires the City to prepare a map reflecting the City’s boundaries and provide a copy of any corrected map to County Clerk.</p> <p>The attached ordinance is to adopt the “map of the city limits.”</p> <p>Staff will be available to answer any questions.</p>

<b>RECOMMENDED ACTION:</b>
<p><b>Mayor:</b> <u>“Do I have a motion to read the full ordinance?”</u></p> <p><b>If no, Mayor will state:</b> <u>“A majority of the City Council has dispensed with the full reading of the ordinance.”</u></p> <p><b>Mayor will ask:</b> <u>“Madam City Secretary please read the Ordinance Preamble for the record in accordance with the City Charter.”</u> <b>“Secretary reads preamble”</b></p> <p><b>Mayor calls for a motion:</b></p> <p>Move to approve second and final reading of Ordinance 1190</p>

**ORDINANCE NO. 1190**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS FIXING ITS BOUNDARIES; PROVIDING FOR A CUMULATIVE & CONFLICTS CLAUSE; ADOPTION OF CITY BOUNDARY MAP; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 43.021 of the Texas Local Government Code allows a Home-Rule Municipality to “fix the boundaries of the municipality;” and

**WHEREAS**, the City’s Boundary Map has not been updated and needs to reflect the City’s current boundaries; and

**WHEREAS**, Sections 41.001 and 41.0015 of the Texas Local Government Code requires the City to prepare a map reflecting the City’s boundaries and provide a copy of any corrected map to County Clerk; and

**WHEREAS**, the City Council has determined that the safety, health and welfare of the citizens and general public require the City to fix the boundaries of the City, adopt a Boundary Map that reflects the City’s current boundaries, and provide said map to the County Clerk of McCulloch County, Texas; and

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

**Section 1. Findings.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes and findings of fact.

**Section 2. The City’s Boundaries.** The City’s Boundaries include all of the properties that were the part of the original Town of Brady and all of the properties annexed since 1906. These properties are:

<b>Year</b>	<b>Ordinance Number</b>	<b>Subdivision</b>
1906		Original Town of Brady
1927	44	W. 1st Street to Brady Creek – Old City Service Center
1927	52	South Brady – 16th to 17th Street
1929	80	North Brady – Boy Street to Ballou Street
1947	176	South Brady – Stanburn Park Area
1949	193-194	W. 11th and 12th Streets between Live Oak to Persimmon
1952	215	Houses North and West of 6th Street near park, Simpson, Jordan, & Bombay Streets
1956	239	Curtis Airfield
1961	276	Houses Southside of W. 6th Street, near park



1961	293	S. Bridge Commercial Tract
1962	291	S. Bridge Commercial Tract
1964	324	S. Bridge Commercial Tract
1965	330	Live Oak Cemetery
1968	369	Rest Haven Cemetery, Golf Course, Brady Lake
1969	378	3 acres – Brady Nursing Home
1970	385	GRW Complex – 100 acres
1971	396	Wastewater Treatment Plant
1971	397	McBee 2.4 acres, W. 17th Street and Simpson Street
1972	412	Parkview
1972	413	Richards Park, Park Addition/Memory Lane
1973	423	Broad, six small tracts around Park
1975	435	McCulloch County Hospital
1976	454	Meadow Creek
1976	453	Rudder Tract
1976	448	Southgate Terrace
1980	497	Civic Center Site
1984	544	South Brady to SH 71
1984	546	Highland South Addition
1992	684	Aston Property
2001	894	39 acres north and 14.8 acres east & south of Golf Course

Areas included within Brady's City Limits under Sec. 41.003 of the Texas Local Government Code under Brady City Ordinance No. 1189.

All referenced ordinances are fully incorporated herewith for all purposes.

**Section 3. Adoption of City Boundary Map.** The City Council adopts the Boundary Map, attached as **Exhibit A**, prepared by BIS Consultants (GIS Map Contractors) as the Boundary Map of the City. A copy of the Boundary Map will be kept with City Secretary. And a certified copy of the Boundary Map will be provided to the County Clerk of McCulloch County, Texas.

**Section 4. Severability.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

**Section 5. Savings Clause.** All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent the prosecution from being commenced for any violation if occurring prior to the

repeal of the ordinance. Any remaining portion of conflicting ordinances shall remain in full force and effect.

**Section 6. Effective Date.** This Ordinance shall be in full force and effect on December 15, 2015.

PASSED AND APPROVED ON THE FIRST READING on this 1st day of December 2015.

PASSED AND APPROVED ON THE SECOND READING on this 15th day of December 2015.

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

ATTEST:

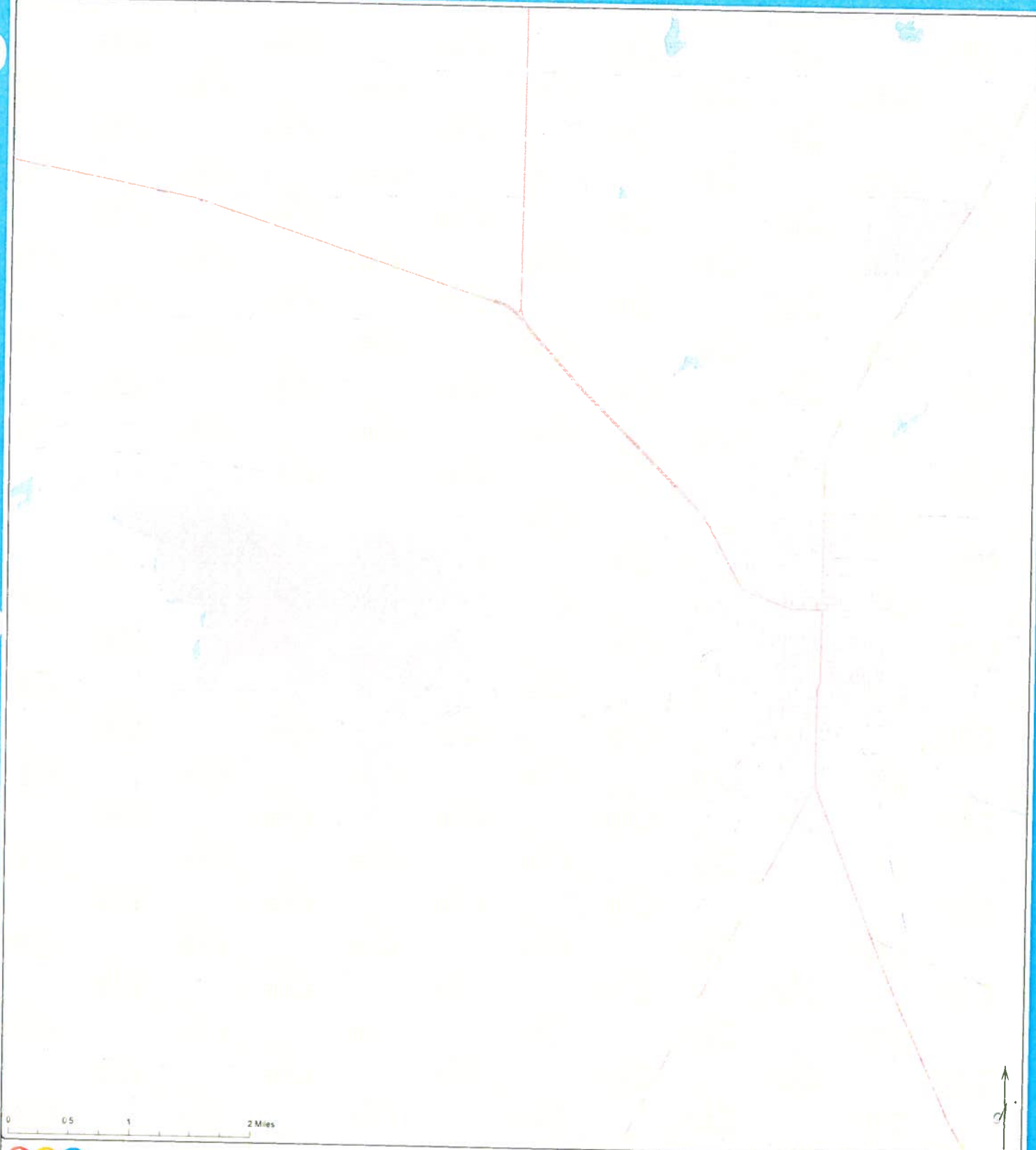
\_\_\_\_\_  
Tina Keys, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
M. Shannon Kackley, Asst. City Attorney  
DENTON NAVARRO ROCHA BERNAL HYDE & ZECH, P.C.

# EXHIBIT A

## CITY LIMIT BOUNDARY MAP




**Legend**  
Current City Limits  
World Street Map

# City of Brady ~~Annexations~~



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

<b>AGENDA DATE:</b>	12-15-2015	<b>AGENDA ITEM</b>	7.E.
<b>AGENDA SUBJECT:</b>	Discussion, consideration, and possible action regarding <b>first</b> reading of Ordinance 1188 Distributed Generation (DG) Ordinance		
<b>PREPARED BY:</b>	T. Keys/KL	<b>Date Submitted:</b>	12-11-15
<b>EXHIBITS:</b>	Ordinance 1188		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>		\$00.00
	<b>Amount Budgeted:</b>		\$00.00
	<b>Appropriation Required:</b>		\$00.00
<b>CITY MANAGER APPROVAL:</b>			

<b>SUMMARY:</b>
<p><b>Amendment to the Municipal Code of Ordinances.</b> The City of Brady's Municipal Code of Ordinances, Chapter 13 (entitled "Utilities") is to be amended by adding Section 13.1012 entitled "Distributed Generation" to regulate non-emergency generators on the City's Electric Distribution Grid.</p> <p>Council and staff have discussed and reviewed the proposed ordinance, explaining the safety need to regulate generators connected to City of Brady electric grid. Staff will prepare policies and procedures to implement the ordinance.</p> <p>Staff will be available to answer any questions.</p>

<b>RECOMMENDED ACTION:</b>
<p><b>Mayor:</b> <u>"Do I have a motion to read the full ordinance?"</u></p> <p><b>If no, Mayor will state:</b> <u>"A majority of the City Council has dispensed with the full reading of the ordinance."</u></p> <p><b>Mayor will ask:</b> <u>"Madam City Secretary please read the Ordinance Preamble for the record in accordance with the City Charter."</u> <b>"Secretary reads preamble"</b></p> <p><b>Mayor calls for a motion:</b> Move to approve first reading of Ordinance 1188</p>

ORDINANCE NO. 1188

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS AMENDING THE CITY OF BRADY CODE OF ORDINANCES CHAPTER 13 UTILITIES BY ADDING SECTION 13.1012, TITLED DISTRIBUTED GENERATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 13 (Utilities) of the City of Brady Code of Ordinances provides for the regulatory control of the City's electric service; and

**WHEREAS**, the City of Brady is the approving authority to distribute and service electricity to customers in a safe and compliant method; and

**WHEREAS**, the provision of such electric service is vital to the safety and well-being of the City's residents, users, and customers;

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

**Section 1. Findings.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes and findings of fact.

**Section 2. Amendment to the Municipal Code of Ordinances.** The City of Brady's Municipal Code of Ordinances, Chapter 13 (entitled "Utilities") is hereby amended by adding Section 13.1012 (entitled "Distributed Generation") to read as follows:

Sec. 13.1012                      Distributed Generation

(a) The City shall be the sole provider of electric power within the City's designated certificate of convenience and necessity (CCN), as defined by the Public Utility Commission of Texas, with the exception of emergency generators as defined herein.

(1) Prohibition. Interconnections to the City's electric system by a distributed generation facility, regardless of the size or nature of the facility, shall be strictly prohibited. For purposes of this section distributed generation shall mean a device that converts a form of energy (typically petrochemical or gas) into electricity.

This prohibition shall not apply to emergency generators during periods of outages of the City's electric system, if such emergency generator is used only to power common household appliances connected by extension power cord(s). However, customers wishing to permanently connect (hard wire) emergency generators to their residence shall be required to obtain a city inspection and approval, prior to connection.

(2) The City Manager is authorized to develop administrative rules to facilitate the efficient implementation of this section and protect the best interest of the city.

(3) Nothing in this ordinance prohibits Distributed Renewable Generation (solar or wind) as defined by the Public Utility Commission of Texas provided all rules and regulations are met.

**Section 3. Severability.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

**Section 4. Savings.** All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed offense, nor shall the repeal prevent a prosecution from being commenced for any violation occurring to the repeal of the ordinance. Any remaining portion of conflicting ordinances shall remain in full force and effect.

**Section 5. Remedies.** All rights and remedies of the City are expressly saved as to any and all violations of the provisions of the Code of Ordinances in effect on the effective date of this Ordinance and modified by this Ordinance or any other ordinances in effect on the effective date of this Ordinance and modified by this Ordinance and requiring the payment of fees for licenses, permits, and other services provided by the City which have accrued on the effective date of this Ordinance; and any and all accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**Section 6. Effective Date.** This Ordinance shall become effective on its second reading.

PASSED AND APPROVED ON FIRST READING on this \_\_\_\_\_ day of \_\_\_\_\_  
2015.

PASSED AND APPROVED ON SECOND READING on this \_\_\_\_\_ day of \_\_\_\_\_  
2015.

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

ATTEST:

\_\_\_\_\_  
Tina Keys, City Secretary

APPROVED AS TO FORM:


\_\_\_\_\_  
M. Shannon Kackley, Asst. City Attorney  
DENTON NAVARRO ROCHA BERNAL HYDE & ZECH, P.C.



# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	12-15-2015	<b>AGENDA ITEM</b>	7. <del>D</del> F.
<b>AGENDA SUBJECT:</b>	Discussion, consideration, and possible action regarding Resolution 2015-048 to finance capital purchases of an ambulance and a residential refuse truck. ( Not to exceed \$300,577 )		
<b>PREPARED BY:</b>	Lisa Remini	<b>Date Submitted:</b>	12-10-2015
<b>EXHIBITS:</b>	Resolution # 2015-048 Vehicle Quotes Financing Quotes		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	\$341,023.64	
	<b>Amount Budgeted:</b>	\$413,650.00	
	<b>Appropriation Required:</b>	\$00.00	
<b>CITY MANAGER APPROVAL:</b>			

<b>SUMMARY:</b>	<ol style="list-style-type: none"> <li>1. Attached is the proposal from Frazer thru the HGAC bid process for a 2015Ford F-350 ambulance to be used in the Fire Department, EMS Division fleet. The ambulance was approved in the FY16 Budget up to a purchase cost of \$179,000. The net sales price to finance is \$149,675.00 for a term of 5 years at 3.482%. Total debt service for the FY16 will be \$21,792.16.</li>   <li>2. Attached is the proposal from Freightliner of Austin thru the Buy Board bid process for a 2017 Freightliner M2-106 chassis with Pak Mor R325B-25 yard rear loader to be used in the Public Works Department, Solid Waste Division fleet. The equipment was approved in the FY16 Budget up to a purchase cost of \$170,000.00. The net sales price to finance is \$150,902.00 for a term of 6 years at 3.545%. Total debt service for the FY16 will be \$18,654.48.</li> </ol>
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<b>RECOMMENDED ACTION:</b>	It is recommended that City Council approve Resolution #2015-048 to purchase and finance an ambulance and a residential refuse truck for a total amount not to exceed \$300,577 with Government Capital Corporation.
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**RESOLUTION #2015-048**

A RESOLUTION REGARDING A FINANCING AGREEMENT FOR THE  
PURPOSE OF PROCURING AN "AMBULANCE, and a SANITATION VEHICLE, AND RELATED  
EQUIPMENT"

WHEREAS, City of Brady desires to enter into certain Financing Agreement, by and between Government Capital Corporation and the City of Brady, for the purpose of financing an "Ambulance, a Sanitation Vehicle, and Related Equipment." The City of Brady desires to designate this Agreement as a "qualified tax exempt obligation" of the City of Brady for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. The City of Brady desires to designate the Mayor as an authorized signer of the Agreement.

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

Section 1. That the City of Brady enters into a Financing Agreement with Government Capital Corporation for the purpose of procuring an "Ambulance, a Sanitation Vehicle, and Related Equipment."

Section 2. That the Financing Agreement, by and between the City of Brady and Government Capital Corporation is designated by the City of Brady as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the City of Brady designates the Mayor as an authorized signer of the Financing Agreement, by and between the City of Brady and Government Capital Corporation.

This Resolution has been PASSED and APPROVED by the Council of the City of Brady in a meeting held on 15 day of December, 2015.

City of Brady	Witness Signature
X _____ Mayor Signature	X _____ City Secretary Signature
<u>Printed</u> Name: Anthony Groves  <u>Title</u> : Mayor	<u>Printed</u> Name: Tina Keys  <u>Title</u> : City Secretary



May 11, 2015

Lyle Daniel  
Fire Chief  
Brady/ McCulloch County Fire & EMS  
Email: lyled79@yahoo.com

Quote #9830

Chief Daniel,

Per your request we are quoting one (1) Frazer Type I 12' Generator Powered Module mounted on a 2015 Ford F-350 6.7L diesel chassis. For your convenience all pricing has been itemized below.

Frazer Type I 12' GPM	\$	82,000.00
2016 Ford F-350 6.7L diesel chassis	\$	40,500.00
Heat shielding for diesel chassis	\$	1,500.00
Optional items (listed below)	\$	24,675.00
HGAC fee	\$	1,000.00
<b>Total</b>	<b>\$</b>	<b>149,675.00</b>

**Items included in the above total:**

**Chassis Exterior:**

Stainless steel wheel covers	\$	incl.
Black Ranch Hand powder coated grille guard with wrap arounds	\$	350.00
(2) Federal Signal AS124 speakers on grille guard	\$	incl.
(4) Whelen M4 series red grille & intersect LEDs	\$	incl.
DeeZee Running boards on chassis	\$	450.00

**Chassis Interior:**

Console layout: siren-double switch panel-radio plate-double blank insert	\$	incl.
V-Con Code 3 siren in lieu of standard	\$	275.00
Streamlight SL20X flashlight w/ charger on passenger's side of console (battery hot)	\$	250.00
(1) powder coated aluminum map holder mounted on rear of console	\$	175.00
Arm rests on console	\$	200.00

**Module Exterior:**

Paint module white to match chassis	\$	incl.
Striping and lettering like your last Frazer unit E-2226; belt line stripe	\$	1,500.00
All clear lenses on emergency LEDs	\$	N/C
(8) Whelen M6 series red LED box lights	\$	incl.
(5) Whelen M6 series LEDs on front wall (R-C-A-C-R)	\$	incl.
(3) Whelen M6 series LEDs on rear wall (A-A-A)	\$	incl.
(2) Whelen M6 series LED load lights on rear of module (come ON w/ reverse)	\$	incl.
(2) Whelen M6 series red brake/tail/turn LEDs	\$	incl.
(2) Whelen M6 series red wheel well LEDs	\$	incl.
(2) FRC Spectra 900 series LED side scene lights on 2 switches	\$	300.00
Cummins Onan 5.5kW commercial generator system	\$	incl.
Single 30 amp twist lock shore receptacle on front wall of module	\$	incl.

Diamond plate on front corners, wheel wells, and rear	\$	incl.
Inside/outside rear storage compartment	\$	N/C
Furnish and install (5) coax and antennae ((4) coax is standard)	\$	500.00

**Module Interior:**

Impact brand suction at action wall	\$	incl.
Large acrylic holder aft of the CPR seat	\$	incl.
Small acrylic holder at the end of the action wall	\$	incl.
(8) Grote LED interior ceiling lights	\$	incl.
Stainless steel countertops in lieu of standard	\$	N/C
3 receptacle 12VDC outlet w/ medical diode isolator at action wall (battery hot)	\$	150.00
Larger double locking drug box (full depth of front wall cabinet)	\$	250.00
Captain's chair w/ built-in child safety seat	\$	700.00
Fire extinguisher in front I/O	\$	N/C
Lip at bottom of front I/O	\$	50.00
2 high jumbo "D" cylinder holder in front I/O facing the side	\$	175.00
No post and wheel cups on squad bench	\$	N/C
Extra sharps container above squad bench	\$	75.00
Squad bench cabinet w/ Wise trim padding	\$	600.00
Blue cushions	\$	incl.
Oxygen regulator	\$	150.00
Stryker Power-Pro XT cot w/ 3 stage IV pole, head end O2 bottle holder, pocketed back rest pouch, head end storage flat	\$	16,500.00
Stryker antler and bar	\$	750.00
175-4 dual position cot mount	\$	100.00
Radio speakers in module off chassis radio w/ volume control at action wall	\$	450.00
Remote on/off Onan switch at rear entry doors	\$	225.00
22 pocket acrylic organizer above the squad bench	\$	500.00

**Terms and Conditions**

1. This quote is valid for 90 days
2. All pricing is F.O.B. Houston.
3. Please note, payment for the entire purchase is due upon receipt and acceptance of completed unit.
4. Per TMVCC we are quoting this through our licensed franchise dealer, Sterling McCall Ford.
5. Please make your purchase order out to Sterling McCall Ford (6445 Southwest Freeway, Houston, TX 77074). Please email a copy of your purchase order and this quote to Adam Fischer at sales@frazerbilt.com.

Thank you for the opportunity to quote this job. If you have any questions please call me at 888-372-9371.

Best Regards,



Laura Richardson  
Frazer, Ltd.

LGR:SH



**GOVERNMENT CAPITAL**  
**CORPORATION**

December 2, 2015

Mrs. Lisa Remini  
Brady City Hall  
(325) 597-2152  
[Finance@bradytx.us](mailto:Finance@bradytx.us)

Dear Mrs. Remini,

Thank you for the opportunity to present proposed financing for the City of Brady. I am submitting for your review the following proposed structure:

LENDER:	Government Capital Corporation
ISSUER:	City of Brady, Texas
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005
EQUIPMENT COST:	\$ 149,675
TERM:	60 Monthly Payments
TRUE INTEREST COST:	3.482%
PAYMENT AMOUNT:	\$ 2,724.02
PAYMENTS BEGINNING:	February 2016, -

**Financing for these projects would be simple, fast and easy due to the fact that:**

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.

The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and my goal is customer delight. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

**Drew**

Drew Whittington  
Client Services



# FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)  
Austin, Texas 78721

Bus: 512-389-0000  
FAX: 512-389-2663  
Wats: 1-800-395-2005

Invoice Number

Date: 11-13-2015

PURCHASING NAME

City of Brady

ADDRESS

201 E Main St

TELEPHONE

325-597-2244

CITY

Brady

STATE

Tx

ZIP CODE

76825

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2017	Freightliner	M2-106 6x4	Order	

MILEAGE:

RE: Buy Board contract # 430-13

2017 Freightliner M2-106 chassis to accommodate Pak Mor refuse body	84,752.00
Pak Mor R325B-25 Yd Rear Loader per Reliance quote dated 11-10-15	65,750.00

Buy Board fee (per PO)	\$400.00
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## Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, Freightliner of Austin, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and Freightliner of Austin, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE

SALESMAN SIGNATURE Tom Standard

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. \*The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.\*

MILEAGE:					TRADE-IN				
YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE					
MILEAGE:					TRADE-IN				
YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE					

PAYOFF TO:		TOTAL	150,902.00
ADDRESS:		Trade Allowance	
		Trading Difference	
		Sales Tax	
GOOD UNTIL:		Vehicle Inventory Tax	
QUOTED BY:		License Fee	
SHOW LEIN TO:	Body Type:	Documentary Fee	
ADDRESS:	License Wt:	Federal Excise Tax	
	State Insp.:	TOTAL SALE PRICE	150,902.00
DATED:	LIEN AMOUNT \$	License:	Payoff on Trade
DRAFT FOR \$		Title:	Ext. Service Agreement
DRAFT THRU:		Transfer:	Less Deposit
ADDRESS:		Total Balance Due	150,902.00



## GOVERNMENT CAPITAL CORPORATION

December 4, 2015

Mrs. Lisa Remini  
Brady City Hall  
(325) 597-2152  
[Finance@bradytx.us](mailto:Finance@bradytx.us)

Dear Mrs. Remini,

Thank you for the opportunity to present proposed financing for the City of Brady. I am submitting for your review the following proposed structure:

LENDER:	Government Capital Corporation
ISSUER:	City of Brady, Texas
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005
EQUIPMENT COST:	\$ 150,902
TERM:	72 Monthly Payments
TRUE INTEREST COST:	3.545%
PAYMENT AMOUNT:	\$ 2,331.81
PAYMENTS BEGINNING:	February 2016,

**Financing for these projects would be simple, fast and easy due to the fact that:**

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.

The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and my goal is customer delight. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

**Drew**

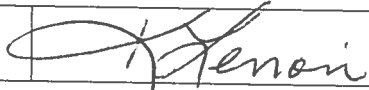
Drew Whittington  
Client Services

The transaction described herein is an arm's length, commercial transaction between you and Government Capital Corporation ("GCC"), in which GCC: (i) is acting solely for its own financial and other interests that may differ from yours; (ii) is not acting as your municipal advisor or financial advisor, and has no fiduciary duty to you with respect to this transaction; and (iii) is not recommending that you take an action with respect to this transaction.

# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	12-15-15	<b>AGENDA ITEM</b>	7.G.
<b>AGENDA SUBJECT:</b>	Discussion, consideration and possible action regarding Resolution 2015-047 to adopt revisions to the City of Brady Personnel Policy		
<b>PREPARED BY:</b>	K Lenoir	<b>Date Submitted:</b>	12-10-15
<b>EXHIBITS:</b>	Draft redline policy – was distributed with Dec 1 agenda Resolution 2015-047		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>		\$00.00
	<b>Amount Budgeted:</b>		\$00.00
	<b>Appropriation Required:</b>		\$00.00
<b>CITY MANAGER APPROVAL:</b>			

<b>SUMMARY:</b>	<p>The personnel policy was dated 2003. Staff and city attorney have prepared a draft for your review and comments. City Council requested a work session to review and discuss which was held Monday, December 14.</p> <p>Many parts of the personnel policy remain with no changes or minor clarifications. Other areas were updated with how new state and federal laws address personnel situations. Clarifications were made for attendance and leave requirements with the large variety of personnel the city has working a variety of schedules. Added were dress code, computer, internet, email, social media and mobile communication policies.</p>
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<b>RECOMMENDED ACTION:</b>	<p>Move to approve Resolution 2015-047 as the personnel policy is amended.</p>
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**RESOLUTION # 2015-048**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS REVISING AND  
UPDATING THE CITY OF BRADY PERSONNEL POLICY**

**WHEREAS**, the City wishes to update and revise the 2003 Personnel policy; and

**WHEREAS**, the City staff, city attorney, and council members reviewed updated the personnel policy;  
and

**WHEREAS**, the City wishes to proceed with the revised personnel policy setting the effective date for  
changes in payroll and benefits to begin with the first full payroll period of 2016, beginning Tuesday,  
January 12, 2016.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS**,  
the City of Brady Personnel Policy is approved and adopted.

**PASSED** and **APPROVED** this the \_\_\_\_ day of \_\_\_\_\_ 2015.

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

\_\_\_\_\_  
Tina Keys, City Secretary

# CITY OF BRADY

## 2015 Boards & Commissions

PLANNING AND ZONING COMMISSION (3 yr term)		
Kim Davee, Staff Liaison 325/597-2244 ext 201 kdavee@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
1	Nick Blyshack, Chair	6/18
2	Ronnie Aston, Vice Chair	6/17
3	Amy Greer	6/17
4	Thomas Flanigan	6/16
5	Jo Ann Coffey	6/16
6	Connie Easterwood	6/16
7	Jeff Bedwell	6/18
ALT	Vacant	6/16

Economic Development Corporation - 4A (2 year term)		
Peter Lamont, Staff Liaison 325/597-2152 ext 211 plamont@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
1	Lauren Bedwell	6/16
2	Charlotte Harper	6/16
3	Jon Chase, President	6/17
4	Charles Stokes, VP	6/16
5	Tracy Pitcox	6/17

ZONING BOARD OF ADJUSTMENT (ZBA)		
Charter & Zoning Ord. Sec. 9.1 (2 yr term)		
Kim Davee, Staff Liaison 325/597-2244 ext 201 kdavee@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
1	Melanie Franco	6/17
2	Rod Young	6/16
3	Candy Weatherman, Chair	6/16
4	Holly Groves	6/17
5	James Griffin	6/17
Alt 1	Joe Evridge	6/16
Alt 2	vacant, alternate	6/16
Alt 3	vacant, alternate	6/16

Airport Advisory Board (Ord 1149 - 2 yr term)		
Peter Lamont, Staff Liaison 325/597-2152 ext 211 plamont@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
1	Bob Rice	6/17
2	Rick Morgan, Chair	6/17
3	John Morgan	6/17
4	Joe Whitehead	6/16
5	Kirk Roddie	6/16
6	Vacant	6/16
7	Carey Day	6/16

Municipal Court Judges (2yr term)		
Tina Keys, Staff Liaison 325/597-2152 ext 207 citysec@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
Judge		
Alt		
Alt	Bill Spiller	12/17

CHARTER REVIEW COMMISSION (4 year term)		
Kim Lenoir, Staff Liaison 325/597-2152 ext 209 klenoir@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
1	Vacant	2012-2015
2	Vacant	2012-2015
3	Patsy Cole Buchner	2012-2015
4	Teresa Leifeste	2012-2015
5	Vacant	2012-2015
6	Vacant	2012-2015
7	Bill Easley	2012-2015

INVESTMENT COMMITTEE (1 yr term)		
Lisa Remini, Staff Liaison 325/597-2152 ext 204 lremini@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
1	Finance Director	FY 2016
2	City Manager	FY 2016
3	Kathy Gloria	FY 2016


CITY COUNCIL (3 yr term)		
Kim Lenoir, Staff Liaison 325/597-2152 ext 209 klenoir@bradytx.us		
PLACE	MEMBER NAME	CURRENT TERM
MAYOR	Anthony Groves	5/17
1	Kathy Gloria	5/17
2	Shelly Perkins	5/18
3	Marilyn Gendusa	5/18
4	Jack Turk	5/16
5	Latricia Doyal, Mayor Pro Tem	5/16

McCulloch County Senior Citizen Association Sunset Center Advisory Board (2 year term)		
Rosie Gomez, Staff Liaison 325/597-2946 rgomez@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
1	Wanda Nesbit - President	10/17
2	Marcia Arons - VP	10/17
3	Elbert Boswell - Treasurer	10/17
4	Sheryl Roberts - Secretary	10/17
5	Mary Bradshaw	10/17
6	Rene Avants	10/17
7	Alvin Bolton	10/17
8	Janice Crawford	10/17
9	Mindy Gober	10/17
10	Bill Spiller	10/17
11	Angelita Torrez	10/17
12	Evelyn Pitcox	10/17
13	Daymon McBee	10/17
14	Rosie Gomez	Director
15	Kim Lenoir	City Manager
16	Danny Neal	County Judge
17	Hazel Maner	Lifetime

# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	12-15-2015	<b>AGENDA ITEM</b>	8.A
<b>AGENDA SUBJECT:</b>	Monthly Financial Reports		
<b>PREPARED BY:</b>	Lisa Remini	<b>Date Submitted:</b>	12-10-2015
<b>EXHIBITS:</b>	Monthly Financial Report Investment Activity Operating Cash /Utility Billing History Sales Tax Report Motel Tax Collection and Distribution Report Utility Customer Service Reports		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	\$00.00	
	<b>Amount Budgeted:</b>	\$00.00	
	<b>Appropriation Required:</b>	\$00.00	
<b>CITY MANAGER APPROVAL:</b>			

<b>SUMMARY:</b>	<ul style="list-style-type: none"> <li>Monthly financial update report for second fiscal month November 2015</li> <li>November Financial Statements will be emailed to your City email address for your review.</li> <li>Total Sales Tax collections through November 2015 exceed last year's collections by \$27,471, or 12%.</li> <li>Monthly expenditure data provided by the Volunteer Fire Department is included for your review.</li> </ul>
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<b>RECOMMENDED ACTION:</b>	This item is for discussion purposes only. Note: After each Audit Board and upon Council approval, the check register denoting the checks issued to each Vendor, amount paid, and description of the item paid will be on the City's website for public view. Go to the Finance Department tab and then look for the Check Register tab.
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CITY OF BRADY  
MONTHLY FINANCIAL REPORT  
AS OF: NOVEMBER 30TH, 2015

16.67% OF FISCAL YEAR

	CURRENT BUDGET	YEAR TO DATE ACTUAL	% TO DATE	YEAR TO DATE PRIOR YEAR
BEGINNING FUND BALANCE & NET WORKING CAPITAL	15,948,144.88	15,948,144.88		11,660,043.44
<u>REVENUES</u>				
10 -GENERAL FUND	8,180,578.00	530,356.59	6.48	631,305.07
20 -SEWER AND ELECTRIC FU	9,172,862.00	1,486,021.35	16.20	1,525,471.94
30 -WATER UTILITY FUND	1,929,672.00	397,330.51	20.59	318,354.60
40 -GAS UTILITY FUND	1,531,122.00	123,404.66	8.06	123,842.99
50 -UTILITY SUPPORT FUND	271,300.00	33,559.38	12.37	21,691.77
60 -SOLID WASTE FUND	1,180,000.00	169,399.08	14.36	158,907.21
80 -SPECIAL REVENUE FUND	<u>2,438,929.00</u>	<u>57,799.55</u>	<u>2.37</u>	<u>54,858.93</u>
TOTAL REVENUES	24,704,463.00	2,797,871.12	11.33	2,834,432.51
<u>EXPENDITURES</u>				
10 -GENERAL FUND	8,555,500.00	1,090,003.63	12.74	928,658.50
20 -SEWER AND ELECTRIC FU	11,345,761.00	816,434.21	7.20	911,209.11
30 -WATER UTILITY FUND	3,870,172.00	200,902.28	5.19	410,081.24
40 -GAS UTILITY FUND	1,987,023.00	144,886.06	7.29	159,492.30
50 -UTILITY SUPPORT FUND	517,400.00	55,930.64	10.81	50,454.38
60 -SOLID WASTE FUND	1,424,460.00	122,941.27	8.63	141,181.15
80 -SPECIAL REVENUE FUND	<u>2,584,472.00</u>	<u>126,843.12</u>	<u>4.91</u>	<u>120,742.53</u>
TOTAL EXPENDITURES	30,284,788.00	2,557,941.21	8.45	2,721,819.21
REVENUES OVER/ (UNDER) EXPENDITURES	( 5,580,325.00)	239,929.91		112,613.30
ENDING FUND BALANCE & NET WORKING CAPITAL	10,367,819.88	16,188,074.79		11,772,656.74

**CITY OF BRADY**


**INVESTMENT ACTIVITY**

**DATE: November 30, 2015**

Certificates of Deposit at	Commercial National Bank:						Interest Earnings
							Y-T-D
1. #28503	\$242,942.61	at	0.25%	for	365 days	maturity 12/21/2015	<b>\$0.00</b>

**GRAND TOTAL    \$242,942.61    TOTAL SHORT-TERM CASH INVESTMENTS**

The City investment portfolio is in compliance with the PFIA and the City's investment strategy as outlined in the Council approved Investment Policy dated 9-01-15 by Resolution 2015-037.

  
\_\_\_\_\_  
Lisa Remini, Investment Officer

**FUND BALANCE AND CASH RECONCILEMENT**  
As of: November 30, 2015

			Unrestricted Cash	Restricted Cash	Total Cash	Comments
<b>BRADY NATIONAL BANK</b>						
Operating Account	#100677	\$	10,643,446.18	49,532.56	10,692,978.74	Street Sanitation
Airport Account	#172791	\$	74,124.12	-	74,124.12	
EMS - RAC	#166470	\$	-	5,827.39	5,827.39	
Water Repair & Replacement	#172817	\$	14,410.90	220,000.00	234,410.90	
TXDOT Bridge Street Reimbursement	#173153	\$	91,354.47	-	91,354.47	
CW - WWTP Construction	#103671	\$	-	56,227.91	56,227.91	
DW Construction	#104828	\$	-	11,566.16	11,566.16	
Sinking Fund 2000	#172890	\$	-	123,988.23	123,988.23	
Sinking Fund 2004	#176727	\$	-	6,209.83	6,209.83	
Sinking Fund 2012 - Refunding	#103069	\$	-	56,774.81	56,774.81	
Sinking Fund 2012 - WWTP	#103663	\$	-	33,760.61	33,760.61	
Sinking Fund 2013 - DW	#105770	\$	-	10,402.09	10,402.09	
Landfill Closure Reserve	#172775	\$	-	338,019.82	338,019.82	
Drug Seizure FDS	#172668	\$	-	13,265.14	13,265.14	
Police Educational	#172700	\$	-	5,017.66	5,017.66	
Court Security	#102533	\$	-	3,568.06	3,568.06	
Court Technology	#102541	\$	-	1,618.59	1,618.59	
Community Development Block	#172627	\$	-	-	-	
Former CD's - Reserves	#102525	\$	997,600.60	409,974.91	1,407,575.51	Utility Deposit \$
Cash on Hand		\$	1,940.00	-	1,940.00	
Bank Balances - Interest rate .55%	Subtotal	\$	11,822,876.27	1,345,753.77	13,168,630.04	
Certificate of Deposit at CNB		\$	-	242,942.61	242,942.61	Utility Deposit \$
BOTX Escrow Account - CO 2012 CW Project		\$	-	1,158,224.67	1,158,224.67	
BOTX Escrow Account - LF 2012 CW Project		\$	-	763,773.67	763,773.67	
BOTX Escrow Account - EDAP 2015 DW Project		\$	-	1,760,452.38	1,760,452.38	
BOTX Escrow Account - CO 2013 DW Project		\$	-	17,255.21	17,255.21	
BOTX Escrow Account - LF 2013 DW Project		\$	-	-	-	
Subtotal		\$	-	3,942,648.54	3,942,648.54	
<b>TOTAL CASH BALANCES RECONCILED</b>			11,822,876.27	5,288,402.31	17,111,278.58	
<b>11-30-15 GENERAL LEDGER</b>						
Total Current Non-Cash Assets - All Funds					789,633.33	
(Total Current Liabilities - All Funds)					(1,712,837.12)	
Total Fund Balance / Net Working Capital					<u>16,188,074.79</u>	

1171 - Brady, City of (General Obligation Debt)  
Report - Brady, City of (General Obligation Debt) / Sales Tax Data

The Charts below contain sales tax revenue allocated each month by the State Comptroller. For example, the February allocations reflect December sales, collected in January and allocated in February.

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

- [View Grid Based on Calendar Year](#)
- [View Grid With All Years](#)

[Download to Excel](#)

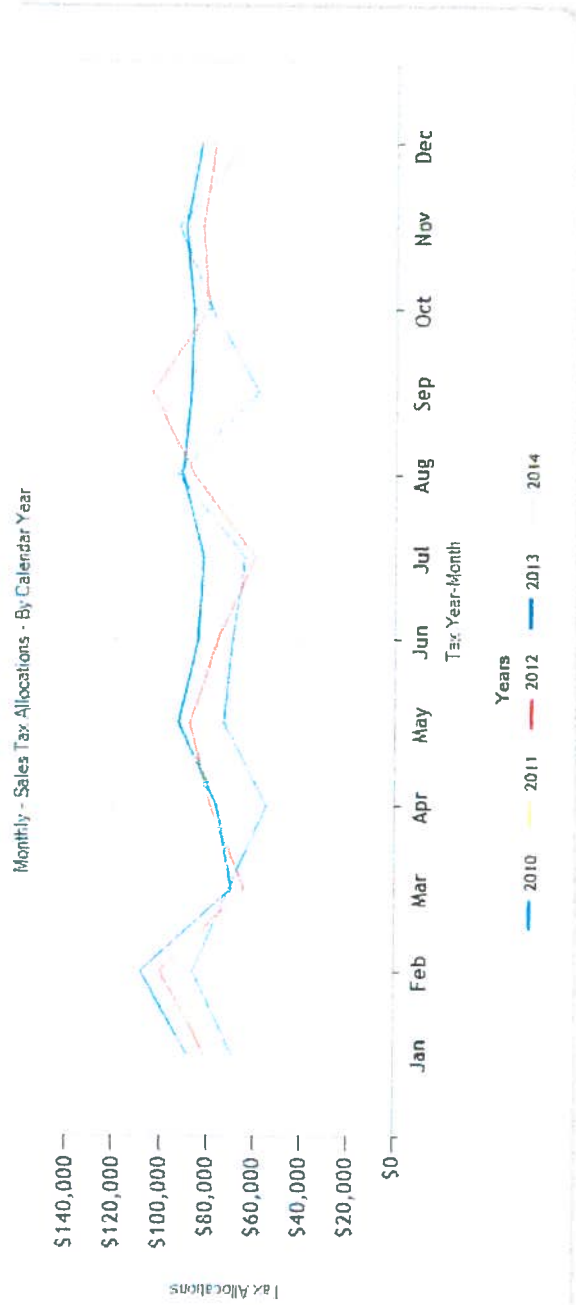
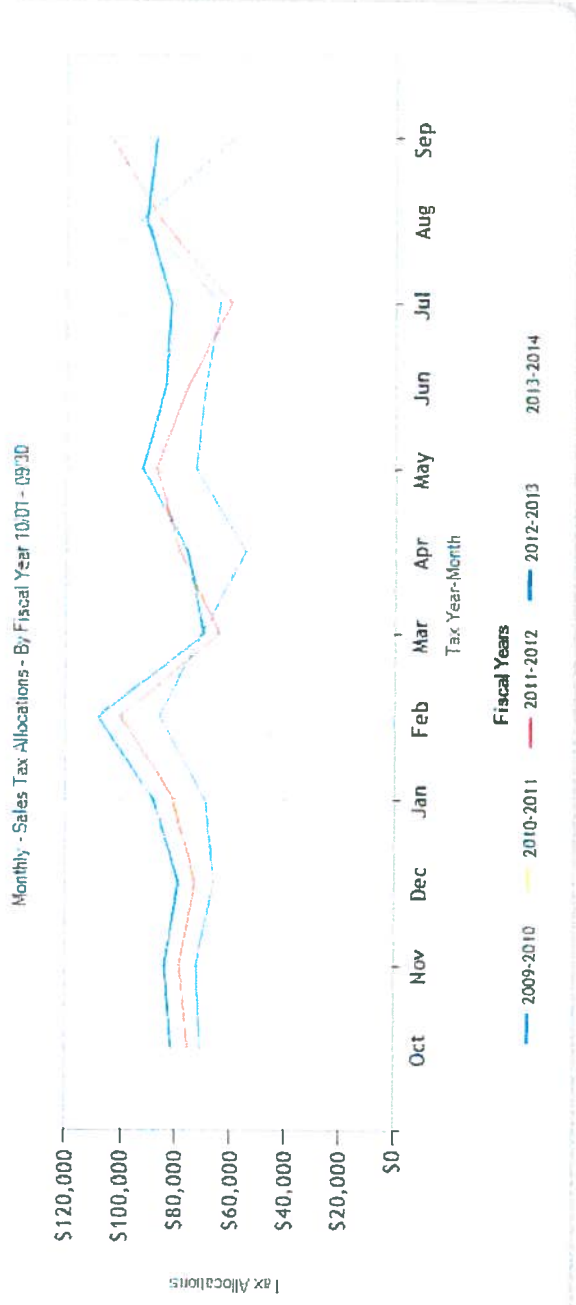
Change Fiscal Year End

09/30/2016

Submit

By Fiscal Year 10/01 - 09/30

Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2016	\$143,834	\$112,101	\$107,933	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$363,867
2015	\$113,438	\$115,026	\$128,575	\$118,282	\$127,008	\$90,659	\$99,414	\$119,166	\$107,160	\$99,436	\$107,394	\$106,966	\$1,332,523
2014	\$86,905	\$90,223	\$83,575	\$87,608	\$114,999	\$83,194	\$86,383	\$103,052	\$119,190	\$96,615	\$101,343	\$109,279	\$1,162,366
2013	\$81,575	\$84,095	\$78,857	\$88,594	\$108,399	\$69,954	\$76,038	\$92,661	\$84,448	\$82,176	\$91,353	\$87,852	\$1,026,002
2012	\$76,182	\$79,173	\$73,628	\$81,661	\$100,901	\$64,794	\$79,473	\$88,392	\$76,641	\$60,890	\$87,159	\$105,230	\$974,124
2011	\$78,998	\$93,104	\$65,476	\$83,507	\$93,953	\$70,399	\$72,121	\$81,841	\$76,174	\$71,819	\$84,522	\$71,003	\$942,918
2010	\$70,849	\$72,537	\$66,287	\$69,364	\$86,286	\$70,868	\$54,779	\$73,192	\$69,685	\$64,455	\$93,443	\$58,872	\$850,618
2009	\$79,109	\$125,392	\$86,622	\$79,704	\$95,830	\$73,457	\$68,319	\$79,191	\$78,551	\$96,167	\$89,024	\$73,646	\$1,025,012
2008	\$73,939	\$76,885	\$75,520	\$76,332	\$88,517	\$69,243	\$60,775	\$73,032	\$72,513	\$74,539	\$82,203	\$80,973	\$904,471
2007	\$62,229	\$81,144	\$67,861	\$60,380	\$101,688	\$59,568	\$53,524	\$79,704	\$54,614	\$77,376	\$76,886	\$72,942	\$847,915





# MOTEL OCCUPANCY TAX

## FY 2016 Quarter Totals

4th Quarter 2015 (October - December)	Total
1st Quarter 2016 (January - March)	\$0.00
2nd Quarter 2016 (April - June)	\$0.00
3rd Quarter 2016 (July - September)	\$0.00
	<u>\$0.00</u>

## FY 2016 Summary Collections

	Taxable Receipts	Tax @ 7%	Disc.	Net Tax
Holiday Inn Express - 2320 S Bridge 597-1800	\$0.00	\$0.00	\$0.00	\$0.00
Best Western - 2200 S. Bridge 597-3997	\$0.00	\$0.00	\$0.00	\$0.00
Days Inn - 2108 S. Bridge 597-0789	\$0.00	\$0.00	\$0.00	\$0.00
Gold Key Inn - 2021 S Bridge 597-2185	\$0.00	\$0.00	\$0.00	\$0.00
Brady Motel - 603 W. Commerce 597-2442	\$0.00	\$0.00	\$0.00	\$0.00
	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>

## FY 2016 Grants

	Commitment	YTD Distributions	Payment Date
Chamber of Commerce	\$177,700.00	\$29,616.70	Monthly thru 11/02/15
YTD Total	<u>\$177,700.00</u>	<u>\$29,616.70</u>	

## FY 2015 Quarter Totals

4th Quarter 2014 (October - December)	Total
1st Quarter 2015 (January - March)	\$59,092.55
2nd Quarter 2015 (April - June)	\$51,748.09
3rd Quarter 2015 (July - September) Due October 31, 2015	\$61,167.04
	<u>\$64,141.16</u>
	<u>\$236,148.85</u>

## FY 2015 Summary Collections

	Taxable Receipts	Tax @ 7%	Disc.	Net Tax
Holiday Inn Express - 2320 S Bridge 597-1800	\$1,689,723.99	\$118,280.68	\$1,182.80	\$117,097.90
Best Western - 2200 S. Bridge 597-3997	\$903,773.34	\$63,264.12	\$632.63	\$62,631.49
Days Inn - 2108 S. Bridge 597-0789	\$519,439.93	\$36,360.62	\$363.64	\$35,997.07
Gold Key Inn - 2021 S Bridge 597-2185	\$244,944.85	\$17,165.03	\$522.64	\$16,642.18
Brady Motel - 603 W. Commerce 597-2442	\$54,548.39	\$3,818.38	\$38.15	\$3,780.20
	<u>\$3,412,430.50</u>	<u>\$238,888.82</u>	<u>\$2,739.86</u>	<u>\$236,148.85</u>

## FY 2015 Grants

	Commitment	YTD Distributions	Payment Date
Chamber of Commerce	\$145,000.00	\$141,250.00	Monthly thru 09/01/15
McCulloch Co Historical Commission	\$1,500.00	\$1,500.00	4/7/2015
Morgan Military Aviation Museum	\$10,000.00	\$10,000.00	4/21/2015
Brady Golf Association	\$3,000.00	\$3,000.00	5/18/2015
Hillbilly - HOT Country Music Museum	\$7,500.00	\$7,500.00	6/30/2015
HOT Historical Museum	\$15,000.00	\$15,000.00	9/10/2015
Tru Country	\$7,500.00	\$7,500.00	9/11/2015
YTD Total	<u>\$189,500.00</u>	<u>\$185,750.00</u>	

## HISTORICAL COLLECTION / PAYOUT HISTORY

	2015	2014	2013	2012
% CHANGE	4.17%	19.35%	12.44%	2.31%
COLLECTONS	\$236,148.85	\$226,685.90	\$189,927.02	\$168,909.86
GRANTS	(\$185,750.00)	(\$226,685.90)	(\$189,927.02)	(\$168,909.86)
FUND BALANCE	<u>50,398.85</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

## Fiscal Year 15-16

2,098,827.82

**TO: MAYOR AND COUNCIL**

**FROM: FINANCE / UTILITY DEPARTMENTS**

**SUBJECT: MONTHLY CUSTOMER SERVICE REPORT**

**DATE: November 30, 2015**

[illegible]

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## CASH COLLECTION HISTORY REPORT

PAGE: 26

OPERATOR: ALL

## HISTORY TRANSACTION SUMMARY

DATES: 11/01/2015 THRU 11/30/2015

TERMINAL: ALL

RECEIPTS: 0 THRU 99999999

SUMMARY CODE: ALL

TRAN: 0.0000 THRU 999.9999

DEPARTMENT: ALL

AMOUNT: 0.00 THRU 9,999,999.

TRAN	NAME	VOIDS	NO#	TOTAL	CA	CK	MO	CC	O
1.0000	UTILITY PAYMENT	15	1981	578,413.62CR					
2.0000	MAIL PAYMENT	6	497	277,164.92CR					
3.0000	NIGHT DROP PAYMENT	1	289	73,270.32CR					
4.0000	BAD DEBT PAYMENT	3	11	1,177.17CR					
10.0000	ELECTRIC DEPOSIT	1	28	4,600.00CR					
11.0000	GAS DEPOSIT	1	18	925.00CR					
12.0000	WATER DEPOSIT	1	25	1,825.00CR					
22.0000	TRANSFER FEE	0	10	190.00CR					
40.0000	BULK WATER SALES	0	1	25.00CR					
100.0000	A/R PAYMENT	0	38	12,129.44CR					
3.0000	SB EMS payments	0	10	16,399.50CR					
173.0000	CEMETERY LOT PURCH	0	7	753.75CR					
195.0000	CREDIT CARD USER FE	0	67	397.18CR					
217.0000	DEP-F30 Ck to 2000S	0	1	17,415.00CR					
220.0000	DEP-F30 Ck to 2004S	0	1	1,156.25CR					
221.0000	DEP-F60 CktoLClosur	0	1	2,916.50CR					
224.0000	DEP-SF 2012 WWTP	0	1	10,995.00CR					
225.0000	Dep to SF 2013-DW	0	1	3,430.00CR					
320.0000	GOLF-DAILY DEPOSITS	0	22	2,048.63CR					
335.0000	FIRE Inspection Fee	0	2	100.00CR					
493.0000	LAKE-DAILY DEPOSITS	0	28	4,238.66CR					
505.0000	LANDFILL - DAILY DE	1	15	3,916.89CR					
543.0000	MUNI COURT PAYMENT	0	43	4,699.00CR					
50.0000	Municipal Franch Ta	1	0	0.00					

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## CASH COLLECTION HISTORY REPORT

PAGE: 27

OPERATOR: ALL

## HISTORY TRANSACTION SUMMARY

DATES: 11/01/2015 THRU 11/30/2015

TERMINAL: ALL

RECEIPTS: 0 THRU 99999999

SUMMARY CODE: ALL

TRAN: 0.0000 THRU 999.9999

DEPARTMENT: ALL

AMOUNT: 0.00 THRU 9,999,999.

TRAN	NAME	VOIDS	NO#	TOTAL	CA	CK	MO	CC	O
551.0000	Muni R of W Fee/tel	1	7	9,200.93CR					
600.0000	Open Record Fees	0	2	21.39CR					
639.0000	Parks-Pavill Deposi	0	1	50.00CR					
640.0000	Parks-Rental Fees	0	3	802.00CR					
645.0000	Permit/Inspt/Licens	0	8	1,543.31CR					
646.0000	Permits-Beer/Wine	0	1	30.00CR					
655.0000	Police Revenues	0	1	64.00CR					
665.0000	Property Tax Recpts	0	1	30,513.68CR					
666.0000	Cemetery Tax Receip	0	1	1,609.33CR					
760.0000	Sr Citizen Daily De	0	18	2,349.25CR					
860.0000	West Texas Gas	0	1	18,177.73CR					
861.0000	WWTP Disposal Fees	0	8	930.00CR					
900.0000	EDC Sales Tax	0	1	28,766.71CR					
911.0000	Rental Pmt -COBrady	0	1	1,540.00CR					
990.0000	G/L Entry	0	4	9,955.63CR					
*** GRAND TOTALS **									
		31	3155	1,123,740.79CR	176,744.39	861,427.97		13,637.19	71,931.
*** CASH SHORT ***									
				70.45	70.45CR				
*** REVISED ***									
				1,123,670.34CR	176,673.94				

# BNB/Brady VFD Maintenance Fund

Date	Payee	Description	Amt	Ck #	Recurring Payment	Other Comments
Nov-13						
11/1/2015	CTTC	Tower Lease	25.00	EFT	X	Tower Lease
11/8/2015	City Brady	Deposit from City of Brady	2,283.33	DEP		Monthly Maintenance Fund money from City of Brady
11/9/2015	Brady Bulane	Invoice #294261	4.34	162		Rubber Fitting for Booster & Repair
11/9/2015	Ace	Invoice #111117	16.47	163		Parts to repair Rescue 1
11/17/2015	HOT Hosp	DOT physical for Jerry Caraway	95.00	164		Heart of Texas Healthcare Systems - DOT physical for tanker driver Jerry Caraway
11/13/2015	BNB	Auto Withdraw on Loan # 55027	308.23	Auto WD	X	Payment on Loan # 55027
11/13/2015	BNB	Auto Withdraw on Loan # 56439	914.47	Auto WD	X	Payment on Loan # 56439

## Explanation of Loans and Terms

Loan # 55027 - 2010 Ford F-250 4x4 Crew Cab (Command 1)  
5/9/12 thru 5/6/2017 @ 5.95% Interest = \$308.23

Loan #56439 - 2015 Ford F-250 Crew Cab (Command 2)  
6/10/2015 thru 12/15/2017 @ 3.5% Interest - \$914.47

## November 2015 Statement

### Reconciliation Summary

#### BANK STATEMENT -- CLEARED TRANSACTIONS:

Previous Balance:			4,180.61
Checks and Payments	6	Items	-1,363.51
Deposits and Other Credits	1	Item	2,283.33
Service Charge	0	Items	0.00
Interest Earned	0	Items	0.00
Ending Balance of Bank Statement:			5,100.43

#### YOUR RECORDS -- UNCLEARED TRANSACTIONS:

Cleared Balance:			5,100.43
Checks and Payments	2	Items	-1,769.00
Deposits and Other Credits	1	Item	0.00
Register Balance as of 12/1/2015:			3,331.43
Checks and Payments	0	Items	0.00
Deposits and Other Credits	0	Items	0.00
Register Ending Balance:			3,331.43

## November 2015 Statement

Maintenance  
12/1/2015

Page 2

## Uncleared Transaction Detail up to 12/1/2015

Date	Num	Payee	Memo	Category	Clr	Amount
Uncleared Checks and Payments						
11/13/2015	EFT	Chase Ink	CE Solutions for 17 volu...	Credit Card Payment		-1,326.00
11/20/2015	165	ITST	J.T. Owens - EMT Class	Education		-443.00
Total Uncleared Checks and Payments				2 Items		-1,769.00
Uncleared Deposits and Other Credits						
9/30/2015	158	Berkley C-Store (VOID)	Fuel	Auto		0.00
Total Uncleared Deposits and Other Credits				1 Item		0.00
Total Uncleared Transactions				3 Items		-1,769.00



## Remote Deposit

Credit

The Brady National Bank RDA Services  
Tobias MicroBusiness BRADY VOLUNTEER FIRE  
01 S. Blackburn St  
Brady, Texas 76825  
325-597 2104

Date: 11/3/2015  
Items: 1  
Amount: \$2,283.33  
Batch ID: 1299426178  
Account ID: 207333 898405  
Acct Num: 103655  
AldoUnUs: 110/888JU

BRADY VOLUNTEER FIRE DEPT INC. MAINTENANCE FUND 216 WEST COMMERCIAL BRADY, TX 76825	88-348/1113 11-9-15 162
PAY TO <u>Brady Brothers</u> \$ 4 <sup>34</sup> / <sub>100</sub> — the order of <u>Brady Brothers</u> DOLLARS	
BRADY NATIONAL BANK PO Box 111 - (325) 597 2104 Brady, Texas 76825-0111 MEMO <u>11/11/15 294361</u> ⑆111303492⑆ 103655⑈ 0162	

RDA REGULAR DEPOSIT Date 11/03 Amount \$2 283 33

BRADY VOLUNTEER FIRE DEPT INC. MAINTENANCE FUND 216 WEST COMMERCIAL BRADY, TX 76825	88-348/1113 11-09-15 163
PAY TO <u>Health's Ace Hardware</u> \$ 16 <sup>47</sup> / <sub>100</sub> — the order of <u>Health's Ace Hardware</u> DOLLARS	
BRADY NATIONAL BANK PO Box 111 - (325) 597 2104 Brady, Texas 76825-0111 MEMO <u>11/03/15 294361</u> ⑆111303492⑆ 103655⑈ 0163	

DDA REGULAR CHECK Date 11/12 Amount \$16 47

DDA REGULAR CHECK Date 11/16 Amount \$4.34

BRADY VOLUNTEER FIRE DEPT INC. MAINTENANCE FUND 216 WEST COMMERCIAL BRADY, TX 76825	88-348/1113 11-17-15 164
PAY TO <u>Health's Ace Hardware</u> \$ 4 <sup>34</sup> / <sub>100</sub> — the order of <u>Health's Ace Hardware</u> DOLLARS	
BRADY NATIONAL BANK PO Box 111 - (325) 597 2104 Brady, Texas 76825-0111 MEMO <u>11/16/15 294361</u> ⑆111303492⑆ 103655⑈ 0164	

DDA REGULAR CHECK Date 11/27 Amount \$95.00



# BRADY

## NATIONAL BANK

*Satisfying Needs . . .*

*Building Relationships*

P.O. Box 111  
BRADY, TX 76825

101 SOUTH BLACKBURN  
(325) 597-2104

[Bank Home Page](#) [MEMBER FDIC](#)

Date 11/30/15  
Account Number

Page 1  
103655

BRADY VOLUNTEER FIRE DEPT INC  
MAINTENANCE FUND  
216 WEST COMMERCE  
BRADY TX 76825

### SUMMARY OF ACCOUNTS

ACCOUNT NO	TYPE OF ACCOUNT	CURRENT BALANCE	ENCLOSURES
103655	REGULAR CHECKING	5,100.43	4

REGULAR CHECKING		Image Statement	4
Account Number	103655	Statement Dates 11/01/15 thru 11/30/15	
Previous Balance	4,180.61	Days in the statement period	30
1 Deposits/Credits	2,283.33	Average Ledger	5,531
3 Checks/Debits	115.81	Average Collected	5,531
3 Electronic Debit	1,247.70		
Service Charge	.00		
Interest Paid	.00		
Ending Balance	5,100.43		

### DEPOSITS

DATE	DESCRIPTION	AMOUNT
11/03	RDA REGULAR DEPOSIT	2,283.33

### OTHER WITHDRAWALS AND FEES

DATE	DESCRIPTION	AMOUNT
11/06	CentTX Pmt Central Tx Tele 1750853485 11/06/15	25.00
11/13	1/3 OF PMT ON LOAN # 55027	308.23
11/13	LOAN #56439	914.47
	LOAN # 56439	

### CHECKS AND OTHER ITEMS IN SERIAL NUMBER OR DATE ORDER

DATE	CHECK NO	AMOUNT	DATE	CHECK NO	AMOUNT	DATE	CHECK NO	AMOUNT
11/16	162	4.34	11/12	163	16.47	11/27	164	95.00

\*Denotes Skip in Check Number



**BRADY**  
NATIONAL BANK

*Satisfying Needs . . .*

*Building Relationships*

P.O. Box 111  
BRADY, TX 76825

101 SOUTH BLACKBURN  
(325) 597-2104

[Bank Home Page](#) [MEMBER FDIC](#)

Date 11/30/15  
Account Number

Page 2  
103655

REGULAR CHECKING

103655 (Continued)

**DAILY BALANCE SECTION**

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
11/01	4,180.61	11/12	6,422.47	11/27	5,100.43
11/03	6,463.94	11/13	5,199.77		
11/06	6,438.94	11/16	5,195.43		

Heart of Texas Healthcare System

Occupational Medicine

ATTN: Shauna 325-792-3947

2008 Nine Road

Brady, TX 76825

# Invoice

Date	Invoice #
10/1/2015	2843

Bill To
BRADY VOLUNTEER FIRE DEPARTMENT, INC LYNN WHITE, 216 W COMMERCE BRADY, TX 76825

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	DOT Physical JERRY CARAWAY 455-90-7896	95.00	95.00
		<b>Total</b>	\$95.00

BRADY VOLUNTEER FIRE DEPT INC.

88-349/1113

164

MAINTENANCE FUND

216 WEST COMMERCE  
BRADY, TX 76825

DATE 11-17-15

PAY TO *Unit of Texas Healthcare System* \$ 95<sup>00</sup>/<sub>100</sub> —

the order of

*Twenty-five and no/100* — DOLLARS

 SECURITY PAPER  
Cotton & Linen

 BRADY  
NATIONAL BANK

P.O. Box 111 - (325) 597-2104  
Brady, Texas 76825-0111

MEMO *Conway DOT payrol*

⑆111303492⑆ 103655⑈

*Michael Eugene White* MP

## STATEMENT

PAGE: 1

KEITH'S ACE HARDWARE-GO  
P.O. BOX 820  
LORENA, TEXAS 76655-0820  
(254) 857-8667

CLOSING DATE: 10/31/15  
DUE DATE : 11/10/15  
ACCT: 907465

CLOSING  
DATE : 10/31/15  
  
DUE DATE: 11/10/15

BRADY VOLUNTEER FIRE DEPT.  
216 WEST COMMERCE  
BRADY TX 76825

KEITH'S ACE HARDWA  
BRADY VOLUNTEER FI  
ACCOUNT : 907465



PLEASE DETACH AND RETURN  
REMITTANCE STUB WITH YOUR PAYMENT

DATE	REFERENCE	ST	C	DESCRIPTION	DEBIT	CREDIT	REFERENCE	AMOUNT
REMITTANCE STOP WITH YOUR PAYMENT EMAIL STATEMENTS AND INVOICES NOW AVAILABLE EMAIL - CUSTOMERSERVICE@KEITHHARDWARE.COM								
				PREV BALANCE	16.99		PREV BAL	16.99
10/ 9/15	I79366	9	P	PAYMENT TO DOC #110245		16.99	I79366	-16.99
10/21/15	111117	9	I	PO # RESCUE 1	16.47		111117	16.47
				NEW BALANCE	16.47			

PAYMENT SUMMARY	CHECK	DATE	AMOUNT
	159	10/09/15	16.99
	PAYMENT TOTALS:		16.99

CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS
16.47	0.00	0.00	0.00	0.00

NEW BAL: 16.47

TERMS: NET 10TH

907465

A - Adjustment

Transaction Codes  
C - Credit

AMOUNT PAID



AMOUNT PAID



San Saba  
208 East Brown Street

**CUSTOMER CARE 1-800-535-8904**

G: 1-0534





**CITY OF BRADY  
CITY COUNCIL CORRESPONDENCE**

**TO: BRADY CITY COUNCIL**  
**FROM: STEVE THOMAS, CHIEF OF POLICE**  
**THROUGH: KIM LENOIR, CITY MANAGER**  
**SUBJECT: MONTHLY POLICE REPORT FOR NOVEMBER 2015**  
**DATE: DECEMBER 9, 2015- FISCAL YEAR 2015-16**

---

TYPE	CURRENT MONTH	YEAR TO DATE
Person Crimes	22	50
Property Crimes	50	102
Narcotics Crimes	4	7
Disturbances	32	63
Felony Arrests	6	12
Misdemeanor Arrests	10	17
Suspicious Person/Vehicle	49	99
Felony Warrant	8	11
Misdemeanor Warrant	4	4
D.W.I.	3	5
Alarms	14	20
Agency Assist	18	33
Public Assist	4	7
Escorts	5	13
Animal Calls	19	39
Traffic Direction	7	14
Close Patrols	38	160
Civil Matters	6	24
Juvenile	7	18
Crash Investigation	19	33
Welfare Concerns	17	43
Information	44	84
Court	7	10
Citations	29	87
Warnings	61	124
Building Checks	78	180
Misc. Incidents	241	487
Supplements	8	15
Follow-ups	32	51
Reports	33	76

Brady Municipal Golf Course  
Monthly Report

Item	FY 2014	FY 2015	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Totals
Rounds			1630	91	55										
Green Fees	2677														
Membership Rounds	\$22,625.82	\$19,837.72	\$1,094.16	\$539.00											
Student Rounds		3785	140	115											
Total Rounds		457	9	4											
Trail Fee		5872	240	174		0	0	0	0	0	0	0	0	0	0
Trail Fee Revenues	3216	1945	132	96											
Cart Rentals	\$1,608.39	\$1,085.59	\$69.50	\$52.50											
Cart Revenue	1218	1217	81	40											
Cart Shed Rental	\$20,058.97	\$19,840.52	\$1,150.00	\$600.00											
Vending Revenue	\$12,306.75	\$11,186.50	\$0.00	\$0.00											
Memberships	\$15,703.72	\$16,558.58	\$1,006.61	\$464.62											
Membership Fees	279	368	26	26											
Driving Range	\$27,902.56	\$39,915.18	\$1,412.00	\$2,851.00											
Range Revenue	519	471	16	13											
Misc.	\$2,260.46	\$2,018.92	\$72.00	\$64.00											
	\$5.81	\$140.64	\$10,000.49	\$0.84											
Total Revenue	\$102,472.48	\$110,583.65	\$14,804.76	\$4,571.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,376.72

None of the above figures included sales tax

McCulloch County / Brady Senior Citizens Program Center  
 Sunset Senior Center, 214 W. Lockhart  
 Brady, Texas 76825  
 (325) 597-2946 Fax: (325) 597-3912

Rosie Gomez, Director  
 Monthly Reports for 2015-2016

SERVICES	FISCAL YEAR 2015-2016												
	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	APR	MAY	JUNE	JULY	AUG.	SEPT.	To Date Total
Meals @ Sunset Center	901	720											1,621
Meals sent-Helping Hands	382	287											669
Home Delivered Meals	836	703											1,539
Total Meals	2,119	1,710	-	-	-	-	-	-	-	-	-	-	3,829
Medicaid Trips	84	53											137

SERVICES	FISCAL YEAR 2014-2015												
	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	APR	MAY	JUNE	JULY	AUG.	SEPT.	To Date Total
Meals @ Sunset Center	931	631	722	742	696	847	827	771	900	929	851	863	9,710
Meals sent-Helping Hands	527	402	524	332	254	340	324	341	367	371	460	447	4,689
Home Delivered Meals	1,014	731	870	822	646	766	790	778	923	939	859	849	9,987
Total Meals	2,472	1,764	2,116	1,896	1,596	1,953	1,941	1,890	2,190	2,239	2,170	2,159	24,386
Medicaid Trips	105	51	14	13	42	55	35	52	52	57	73	75	624

**Hotel Occupancy Monthly Tax Grant Recipients thru November 30, 2015  
FY 2015/2016**

<u>Group</u>	<u>Amount</u>	<u>Proposed use</u>	<u>Event Date</u>
--------------	---------------	---------------------	-------------------

No Grants Made as of 11/30-2015

She's her best friend.....



Don't let her have another  
sleepless night when she gets  
lost again...

License and register your pet!



When your pet goes missing it is the worst feeling in the world. PAWS from the Heart has partnered with the City of Brady to reunite your family faster. License and register your pet and everyone will know that your pet is an important member of your family. Your pet's tag will help get him or her home quicker plus, it's the law!

City Ordinance Article 2.100 approved on November 3, 2015 states that all households within the city limits of Brady must register and license their pets. To receive a license, the owner must provide a copy of a current rabies vaccination certificate and pay the appropriate licensing fee for each animal. For altered animals, we must have vet records showing procedure done on animal to be registered/licensed. The fees are as follows:

License/Registration fee per animal (Sec 2.300)	\$5 every 2 years	Expires Oct 1 <sup>st</sup> , odd years
Annual Dangerous pet Registration (deemed by ACO) (Sec 2.501-2.505)	\$50 per year	Expires annually October 1 <sup>st</sup>
Breeders license (for any unaltered animal over the age of 4 months (Sec 2.700)	\$25 every 2 years	Expires Oct 1 <sup>st</sup> , odd years

**Licensing/Registration of City of Brady  
employees' animals**

PAWS volunteers will be at City Hall on December 15<sup>th</sup>, 2015 from 3 PM-4 PM to help you get your pets licensed and registered!

**Licensing/Registration of City of Brady  
Residents animals**

PAWS volunteers will be at Tractor Supply on December 19<sup>th</sup>, 2015 from 10 AM- 2 PM to register and license citizens' pets!

Special thanks to Photography by Autumn Leigh for the beautiful photograph!



**BRADY**  
THE TRUE HEART OF  
**TEXAS**

## Brady Civic Center Renovation

Another Brady Economic Development Corporation  
Community Development Project funded by ¼ cent  
sales tax approved by City of Brady voters in 2009.

**Opens Fall 2016**

For reservations call  
**325.597.2152**

**Waldrop Construction**

3208 4th Street  
Brownwood, Tx 76801  
T-325.646.2529 F-325.643.5414

**KSA**

58 Buck Street, San Angelo, Texas 76901  
T. 325-947-1555 F. 325-947-1559  
www.ksaeng.com

**RWB**

Reed, Webb, Bennett & Company  
Civil Consulting Engineers #1-3178  
302 North Central Expressway  
P.O. Box 1004  
San Angelo, Texas 76901

**McCOWN**

385 S. Broadway Suite 502  
San Angelo, Texas 76901  
325.534.4741

4'-0"

8'-0"