

**BRADY**  
THE CITY OF  
**TEXAS**

Tony Groves  
Mayor

Jim Griffin  
Mayor Pro Tem, Place 5

Rey Garza  
Council Member, Place 1

Shelly Perkins  
Council Member, Place 2

Jeffery Sutton  
Council Member, Place 3

Jane Huffman  
Council Member, Place 4

Kim Lenoir  
City Manager

Tina Keys  
City Secretary

Lisa Remini  
Director of Finance

Steve Miller  
Director of Public Works

Peter Lamont  
Director of Community Services

Steve Thomas  
Chief of Police

Brian Meroney  
Chief of Fire/EMS

Sarah Griffin  
City Attorney

## CITY OF BRADY CITY COUNCIL WORK SESSION AGENDA MARCH 20, 2018 AT 4:00 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 4:00 pm on March 20, 2018, at the City of Brady Municipal Court Building, located at 207 S. Elm 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.

1. **Call to Order, Roll Call and Certification of a Quorum**
2. **Discussion regarding Golf Course condition and Two Pro Contract.**
3. **Discussion of procedures and processes for initial customer contact, application, agreement, permit fees, and rate concerning distributed generation, i.e., solar, wind and fuel powered electric generating systems.**
4. **Executive Session:**

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

- A. Pursuant to Section 551.071 (Consultation with City Attorney), the City Council will conduct a private consultation with the City Attorney to seek advice regarding the TCEQ Lawsuit and Old Hospital.
- B. Pursuant to Section 551.074 (Personnel Matters) City Council will meet to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: City Manager Lenoir and City Attorney duties under the City Charter.

### 5. Adjournment

*I certify that this is a true and correct copy of the City of Brady City Council Meeting Agenda and that this notice was 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 4:00 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](mailto:citysec@bradytx.us).

# City Council

## City of Brady, Texas

### Workshop Agenda Action Form

AGENDA DATE:	3-20-18	AGENDA ITEM	2
AGENDA SUBJECT:	Discussion regarding Golf Course condition and Two Pro Contract		
PREPARED BY:	Peter Lamont	Date Submitted:	3-15-18
EXHIBITS:			
BUDGETARY IMPACT:	Required Expenditure:	\$18,000.00	
	Amount Budgeted:	\$18,000.00	
	Appropriation Required:	\$18,000.00	
CITY MANAGER APPROVAL:			

#### **SUMMARY:**

The City Council had the opportunity to tour the Golf Course on Monday with Scott Kemp of Two-Pro Management. This item is to review the visit and discuss three items:

- 1) Greens Redevelopment
- 2) Revenue Generation
- 3) Two-Pro Management Contract renewal

Two pro has been under contract for three years and has helped turn the Course around. Until an unfortunate incident with the spray rig at the course the courses playability has been improving. We have been in discussion with Two-Pro to increase play, run tournaments, and develop lessons. Additionally, we are working on an opportunity to lease the Pro-Shop to Two-Pro in order to allow alcohol sales which both parties believe will increase the play and popularity of the course as well as revenues.

#### **RECOMMENDED ACTION:**

Provide Direction to Staff

# City Council

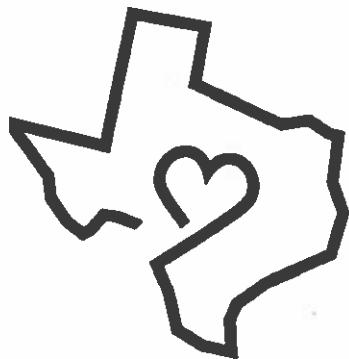
## City of Brady, Texas

### Agenda – Work Session

AGENDA DATE:	03/20/2018   AGENDA ITEM   3.		
AGENDA SUBJECT:	Discussion of procedures and processes for initial customer contact, application, agreement, permit fees, and rate concerning distributed generation, i.e., solar, wind and fuel powered electric generating systems.		
PREPARED BY:	Steven Miller / Lisa Remini	Date Submitted:	3/15/2018
EXHIBITS:	Distributed Generation Application Distributed Generation Agreement,		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			

SUMMARY:	On February 20, staff introduced a newly revised DG Ordinance (replaces Ord. No. 1188) for the City. Council requested to understand and see how an application and agreement will look and what permit fees are recommended and rate to reimburse the user that generates more power than they use. Attached are the draft application and agreement. Staff is considering additions to the existing Electric Rate Ordinance 1104 to include the DG items outlined below.
Staff recommends the following fees to be added to the annual fee schedule ordinance:	
<u>DG Permit (Inspection): \$50</u>	
<u>DG Permit &gt;10MW:</u> will be actual cost, since an engineering study is required.	
Once permit and agreement are approved, DG customer proceeds with set-up charges which are:	
<u>DG Meter:</u> actual cost	
<u>Meter Set up or Install:</u> \$50	
<u>Monthly meter bill reading charge:</u> \$3/month	
<u>Avoided Cost of Generation Rate for DG energy received:</u> Actual cost of generation from Brady's wholesale provider(s) divided by the total retail sales for the billing period. This rate will be applied toward the total kWh received by the city and credited to the customer's invoice.	
Staff will be available to answer questions.	

**RECOMMENDED ACTION:** No action is required



**BRADY**  
THE CITY OF  
**TEXAS**

**DISTRIBUTED GENERATION  
INTERCONNECTION  
APPLICATION**

## CUSTOMER INFORMATION

Name (Print)	
Signature (Customer)	
Account Number	
Phone	
Email (Optional)	
Installation Address (physical or street address)	

## INSTALLER / INSTALLATION INFORMATION

Company Name			
Phone			
Email			
Project Contact Person			
Total Nameplate Rating (kW)			Over 20kW? Yes      No (please circle one)
(If Solar DG) Panel Manufacturer			
Inverter Manufacturer			
Do you plan to export power?	Yes	No	(please circle one)
IEEE and/or UL Certification(s) (list all)			
Please provide the system engineering and/or manufacturers drawings and specifications	<input type="checkbox"/> System one-line diagram <input type="checkbox"/> Additional system documentation		

## INFORMATION PREPARED AND SUBMITTED BY

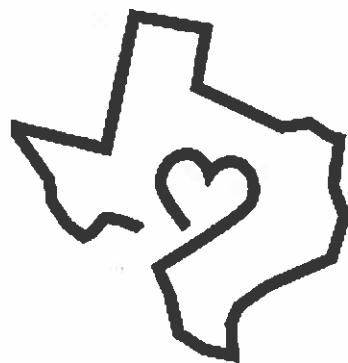
Name (First, Last Print)	
Company Name	
Phone	
Email	
Signature	
Date	

## RETURN COMPLETED APPLICATION TO

A) IN PERSON AT CITY HALL UTILITY BILLING COUNTER

OR

B) MAIL: CITY OF BRADY, P.O. BOX 351, BRADY, TEXAS 76825  
ATTN: CODE ENFORCEMENT DIVISION



**BRADY**  
THE CITY OF  
**TEXAS**

# **DISTRIBUTED GENERATION AGREEMENT**

**FOR THE INTERCONNECTION AND PARALLEL  
OPERATION OF DISTRIBUTED GENERATION IN THE  
CITY OF BRADY ELECTRIC SYSTEM**

THIS AGREEMENT is entered into by and between the City of Brady (CITY) and

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Customer (Customer).

City of Brady owns and operates a municipal electric utility engaged in the distribution of electricity serving the City of Brady and portions of McCulloch County, Texas; and Customer intends to construct, own, operate, maintain and connect to the City of Brady electric distribution system, a Distributed Generation system less than 10MW in size (the DG System) at address:

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\_\_\_\_\_; and the parties hereto wish to set the terms of its interconnection with the City of Brady electric distribution system and contract for the purchase and sale of the electrical output from the DG System, if the DG system produces any electrical output to the CITY's distribution system. THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereby contract and agree with each other as follows:

**Article 1.0 |** This Agreement shall be effective as of the date of execution by the latter of the two parties (the Effective Date) and, subject to the other terms of this Agreement, shall continue in effect for a period of one year, and month to month thereafter.

**Article 2.0 |** The DG System will be installed at Customer's premises at the address specified above. The DG System shall not have a generation capacity greater than 10 MW. Customer shall install, operate and maintain the DG System in full and faithful compliance with all applicable federal, state and local laws, ordinances, rules and regulations, and generally accepted industry codes and standards, including, but not limited to the National Electrical Safety Code and the National Electrical Code. Customer shall promptly notify CITY upon receipt of any citation or other official notice of alleged violation of laws, ordinances, rules and regulations concerning the DG System.

**Article 3.0 |** Customer warrants and represents that:

**3.01 |** The information regarding the characteristics of the DG System are as specified in the DG Interconnection Application and Parallel Operation of Distributed Generation with the CITY Electric system filed by the Customer with CITY;

**3.02 |** The DG System and associated other electrical components and devices meet National Electrical Code standards;

**3.03 |** All permits, inspections, approvals, and/or licenses necessary for the installation or operation of the DG System have been obtained;

**3.04 |** The DG System has been successfully tested to UL 1741 and IEEE 1547 standards, or has been satisfactorily tested by an independent laboratory with published results.

**Article 4.0 |** If any of the representations made by the Customer regarding the characteristics of the DG system are inaccurate, CITY may, without waiver of or prejudice to any other remedy, immediately disconnect the DG system from the CITY electric system and terminate this agreement.

**Article 5.0 |** CITY will purchase from Customer and Customer will sell exclusively to CITY the electrical output from the DG system that is "received" by the CITY Distribution System. During the term of this Agreement, Customer shall exclusively purchase from CITY its requirements of electric energy above the amounts generated by the DG system.

**Article 6.0 |** As provided for in the CITY'S DG Rate Rider, the City of Brady shall pay Customer for the "KWh Received" (energy received by the CITY'S Distribution System) at the "Avoided Cost of Generation Rate" (ACGR). The ACGR is calculated based on the Avoided Cost of Generation Formula (ACGF), which can be obtained from the CITY. The inputs to the calculation are derived from the CITY's wholesale electric energy provider(s) monthly invoices. The CITY reserves the right to amend the ACGR and the ACGF at any time.

**Article 7.0 |** Customer shall pay for the installation and/or the field programming of the data recorder (meter) that is capable of measuring the "KWh Delivered" (energy delivered to the Customer) and the "KWh Received" (energy received by the CITY'S Distribution System) in intervals established by the CITY of Brady, using a single meter or two-meter configuration. The fee for this service is provided in the annual CITY Fee Schedule.

**Article 8.0 |** Customer shall pay a monthly meter reading / meter data processing fee. The fee for this service is provided in the annual CITY Fee Schedule.

**Article 9.0 |** CITY may perform pre-interconnection studies, which shall include service study, coordination study, and utility system impact study, as needed and determined in the sole discretion of CITY. In instances where such studies are deemed necessary, the scope of such studies shall be based on the characteristics of the particular distributed generation facility to be interconnected and the CITY'S distribution system at the specific proposed location. CITY may charge Customer fees for studies that recover the costs of performing such studies. Any modifications or additions to the CITY'S Electric system identified through the pre-interconnection study as required for the safe and reliable interconnection of Customer's facility shall be solely at the Customer's expense. Customer shall not acquire any ownership in such modifications or additions to CITY'S Electric system.

**Article 10.0 |** Customer shall be solely responsible for the design, installation, operation, maintenance, and repair of the DG System and Customer's interconnection facilities. The interconnection of the DG System to the CITY electrical system shall comply with the Public Utility Commission of Texas Substantive Rules §25.212 relating to Technical Requirements for Interconnection and Parallel Operation of On-Site Distributed Generation, (16 Texas administrative Code §25.212) or any successor rule addressing distributed generation. CITY shall inspect the DG System and the interconnection equipment. All costs to interconnect with the CITY electric system shall be the responsibility of Customer. CITY shall not be required to take or pay for any energy generated by the DG System until the DG System successfully passes CITY' Field Inspection and Customer shall have reimbursed CITY for all its interconnection costs. Maintenance of the DG System shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule.

**Article 11.0 | CITY** shall not be obligated to accept, and shall have the right to require Customer to temporarily curtail, interrupt, or reduce, deliveries of energy in order to construct, install, maintain, repair, replace, remove, investigate, inspect, or test any part of the interconnection facilities, equipment, or any part of the CITY electric system. CITY may disconnect, without notice, the DG System from the electric distribution system, if, in CITY' opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or CITY' facilities or other customers' facilities from damage or interference caused by Customer's DG System or lack of properly operating protective devices.

**Article 12.0 | Customer** hereby grants CITY access on and across its property at any reasonable time to inspect the DG System and the interconnection equipment, to read or test meters and metering equipment, and to operate, maintain and repair CITY' facilities. No inspection by CITY of the DG System or the interconnection facilities shall impose on CITY any liability or responsibility for the operation, safety or maintenance of the DG system or Customer's interconnection facilities.

**Article 13.0 | CUSTOMER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS CITY, ITS ELECTED AND NON-ELECTED OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, CLAIMS, DAMAGES, ACTIONS, SUITS OR DEMANDS FOR DAMAGES (INCLUDING COSTS AND ATTORNEY'S FEES, BOTH AT TRIAL AND ON APPEAL) ARISING OUT OF, RESULTING FROM, OR IN ANY MANNER CONNECTED WITH THE BREACH OF ANY WARRANTY OR REPRESENTATION MADE BY CUSTOMER IN THIS AGREEMENT, OR IN ANY MANNER CONNECTED WITH THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE OR REPAIR OF ANY PART OF CUSTOMER'S DG SYSTEM OR INTERCONNECTION FACILITIES, INCLUDING, WITHOUT LIMITATION LIABILITIES, LOSSES, CLAIMS, DAMAGES, ACTIONS, SUITS OR DEMANDS FOR DAMAGES FOR OR ON ACCOUNT OF PERSONAL INJURY TO, OR DEATH OF, ANY PERSON, OR DAMAGE TO, OR DESTRUCTION OR LOSS OF, PROPERTY BELONGING TO CUSTOMER, CITY OR ANY THIRD PERSON.**

**Article 14.0 | For Facilities 50 kW and Smaller:** The Customer is not required to provide a certificate of insurance coverage to CITY. It is recommended, however, that the Customer carry liability insurance coverage which insures the Customer against all claims for property damage and for personal injury or death arising out of, resulting from or in any manner connected with the installation, operation and maintenance of the Customer's generating equipment.

**For Facilities Larger than 50 kW:** Prior to installation / interconnection, the Customer must provide a certificate of insurance showing satisfactory liability insurance including contractual liability insurance covering indemnity obligations which insures the Customer against all claims for property damage and for personal injury or death arising out of, resulting from or in any manner connected with the installation, operation and maintenance of the Customer's DG Facility.

- (1) The amount of such insurance coverage shall be not less than \$2,000,000 per occurrence and name CITY as an additional insured. This amount may be increased at the sole discretion of CITY if the nature of the project so requires.
- (2) The certificate of insurance shall provide that the insurance policy will not be changed or canceled during its term without thirty days written notice to CITY. The term of the insurance shall be coincident with the term of the installation / interconnection contract or shall be specified to renew throughout the length of the Installation / Interconnection Contract.
- (3) The Customer shall provide proof of such insurance to CITY at least annually and on request by CITY.

**Article 15.0 |** Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States Postal Service certified mail, return receipt requested, postage prepaid, to:

**If to Company:**

City of Brady

Attn: City Manager

201 East Main Street

Brady, Texas 76825

**If to Customer:**

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The above-listed names, titles, and addresses of either party may be changed by written notification to the other.

**Article 16.0 |** A material failure of either party to fully, faithfully and timely perform its obligations under this Agreement shall be a breach of this Agreement. In the event of a breach which is not cured within thirty (30) days after receipt of written notice to the party in default, the party not in default may terminate this Agreement. If Customer is in breach of this Agreement, and such breach continues for thirty (30) days after written notice from CITY, CITY may disconnect the DG System or otherwise suspend taking energy from Customer. All rights granted under this section are in addition to all other rights or remedies available at law or under this Agreement or the applicable CITY Utilities Rules and Regulations.

**Article 17.0 |** This Agreement shall inure to the benefit of and by binding upon the heirs, successors, or assigns of each of the parties hereto. Customer may not assign this Agreement without the prior written consent of CITY. Any assignment without such consent shall be null and void.

**Article 18.0 |** This Agreement constitutes the entire agreement and understanding between the parties hereto and can be amended only by agreement between the parties in writing. In the event any provision of this Agreement, or any part or portion thereof, shall be held to be invalid, void or otherwise unenforceable, the obligations of the parties shall be deemed to be reduced only as much as may be required to remove the impediment.

**Article 19.0 |** The failure of either party to insist in anyone or more instances upon strict performance of any provisions of this Agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provision or the relinquishment of any such right or any other right hereunder.

**Article 20.0 |** This Agreement and all disputes arising hereunder shall be governed by the laws of the State of Texas. Venue for all such disputes shall be proper and lie exclusively in McCulloch County, Texas.

IN WITNESS WHEREOF, the parties hereto have caused their names to appear below, signed by authorized representatives.

<b>City of Brady</b>	
By (Signature):	_____
Name (Print):	_____
Title:	_____
Date:	_____
<b>Customer</b>	
By (Signature):	_____
Name (Print):	_____
Date:	_____