

BRADY

THE CITY OF

TEXAS

Tony Groves
Mayor

Jim Griffin,
Mayor Pro Tem
Council Member, Place 5

Rey Garza
Mayor Pro Tem, Place 1

Missi Davis
Council Member, Place 2

Jeffrey 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

Vacant
Director of Community
Services

Brian Meroney
Chief of Fire/EMS

Steve Thomas
Chief of Police

Sarah Griffin
City Attorney

CITY OF BRADY CITY COUNCIL McCULLOCH COUNTY COMMISSIONERS COURT JOINT SPECIAL MEETING AGENDA AUGUST 7, 2018 AT 2:00 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 2:00pm on August 7, 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 Quorums**
- 2. Discussion, consideration, and possible action regarding approving of the Joint City-County G Rollie White Steering Committee recommendations to convert the G Rollie White Complex from a 1980's horserace track into a McCulloch County 4-H / AgriLife Program Center (including indoor and outdoor arenas; shooting sports, master gardeners demonstration grounds, fairground complex, playground, RV / Trailer parking, vendor and mobile food vendor areas).**
- 3. Discussion regarding County Commissioners calling a county-wide election for the citizens of McCulloch County to vote November 6 to support/deny a Venue Tax (add a 2 percent Hotel Occupancy Tax) to fund the Master Plan for the new McCulloch County 4-H / AgriLife Program Center and Complex.**
- 4. Discussion regarding transferring (donate, sell, or lease) a major portion of the 100 acre ownership of the G Rollie White Complex to McCulloch County or to 501(c)3 Friends of GRW, if the citizens of McCulloch County vote November 6 to support a Venue Tax (add a 2 percent Hotel Occupancy Tax) to fund the Master Plan for the new McCulloch County 4-H / AgriLife Program Center and Complex.**
- 5. Review and discuss current City Fire/EMS Services and calls in the County for Fire/EMS Services.**
- 6. Discuss a draft Interlocal City-County Agreement for services, effective October 1, 2018.**
- 7. Discussion of ERCOT Transmission Operator Service.**

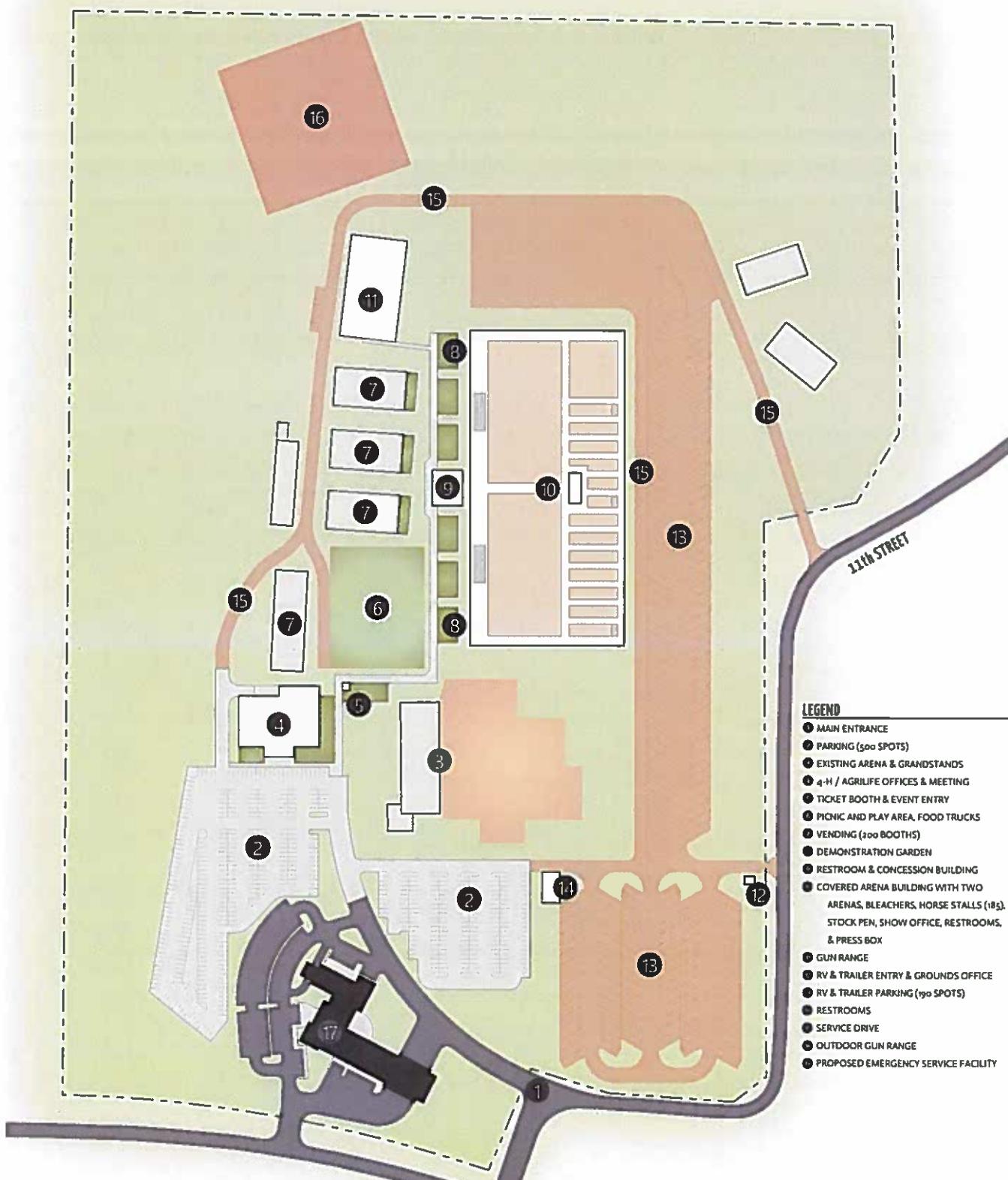
8. Discuss and plan future work session dates

9. Announcements

10. Adjournment

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. The members of the boards, commissions and/or committees may be permitted to participate in discussion on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless item and action is specifically provided for on an agenda for that body, board, commission or committee subject to the Texas Open Meetings Act.



G. ROLLIE WHITE COMPLEX MASTER PLAN



G. Rollie White Complex Master Plan

Estimate of Probable Costs

7/20/2018

| | | Range | | Average Construction Costs | Furniture & Equip | Contingency | Soft Costs | Inflation | Average Project Costs |
|--------------------------------------|-------------------------------------|------------|-----------------------|----------------------------|-------------------|-------------|------------|-----------|------------------------|
| 1 | 4H Building | 18,000 SF | \$200 to \$220 per SF | \$3,780,000 | 13% | 5% | 15% | 8% | \$5,632,000 |
| 2 | Covered Arenas, Offices & Press Box | 188,500 SF | \$48 to \$53 per SF | \$9,519,000 | 20% | 5% | 13% | 8% | \$14,659,000 |
| 3 | Shooting Range Building | 13,750 SF | \$150 to \$175 per SF | \$2,234,000 | 8% | 5% | 15% | 8% | \$3,217,000 |
| 4 | Grounds Office | 300 SF | \$190 to \$210 per SF | \$60,000 | 10% | 5% | 15% | 8% | \$88,000 |
| 5 | Restrooms & Concessions | 4,200 SF | \$275 to \$300 per SF | \$1,208,000 | 0% | 5% | 15% | 8% | \$1,643,000 |
| 6 | Ticket Booth | 225 SF | \$190 to \$210 per SF | \$45,000 | 2% | 5% | 15% | 8% | \$62,000 |
| 7 | RV Restrooms | 2,100 SF | \$275 to \$300 per SF | \$604,000 | 0% | 5% | 15% | 8% | \$821,000 |
| Total Estimated Project Costs | | | | \$17,450,000 | | | | | \$26,122,000.00 |

This cost estimate represents a best educated guess of possible costs, but cannot control for ever changing market forces and bidding environment.



Glenn Hegar

Texas Comptroller of
Public Accounts

SPORTS AND COMMUNITY VENUE TAX

Cities and counties have authority to levy certain taxes and issue bonds to finance a wide range of community and sports-related capital projects.

WHAT IS A QUALIFYING VENUE?

The **Texas Local Government Code** defines a "venue" as an arena, coliseum, stadium or any other facility built to accommodate professional and amateur sports events or community events. Additionally, it can be a convention center or any of several types of related improvements in its vicinity including civic centers, museums, aquariums, auditoriums, exhibition halls, theaters, music halls plazas, and parks and recreation systems.

WHAT INFRASTRUCTURE QUALIFIES?

"Related infrastructure" may include stores, on-site hotels, restaurants, parking facilities, water and sewer facility, streets, roads, and other improvements which enhance the venue's use, value or appeal.

Additional qualifying projects include watershed protection and preservation projects, conservation easements, open-space preservation programs intended to protect water and recharge areas or recharge projects with protection features. Water obtained as a result of the acquisition of property for such projects may be used only for the maintenance of that property.

[Refer to **Loc. Govt. Code, 334.007**.]



ESTABLISHING A SPORTS AND COMMUNITY VENUE PROJECT

GOVERNANCE AND OVERSIGHT

Venue projects may be developed by a single local government entity, or a partnership of multiple entities; a proposed project must receive voter approval before any funds are committed.

- **Single City or County: Loc. Govt. Code, Chapter 334** authorizes a city or a county to undertake a venue project. In this case, either a city council or a county commissioners court must act as the governing body over all such projects.
- **Multiple Entities: Govt. Code, Sect. 335.021-031**; permit a city or county to work jointly with any number of cities and counties on a venue project. In such cases, the participating governments must form a "venue district" and appoint a board of directors to serve as the district's governing body.

Texas law allows voters to approve or reject any reduction of an existing local sales tax to make room for a venue tax.

FOR MORE INFORMATION,
VISIT OUR WEBSITE
Comptroller.Texas.Gov

RECEIVE ECONOMIC
DEVELOPMENT TAX HELP
BY EMAIL
econ.dev@cpa.texas.gov

SPORTS AND COMMUNITY VENUE TAX

A city or county wishing to pursue a venue project first must submit a resolution describing the project to the Comptroller's office.

FOR MORE INFORMATION,
VISIT OUR WEBSITE
Comptroller.Texas.Gov

RECEIVE ECONOMIC
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econ.dev@cpta.texas.gov

- Voter Input: Both chapters 334 and 335 include provisions that allow, under certain circumstances, voters to approve or reject the construction, improvement, infrastructure and method of financing of venue projects.

[Refer to [Loc. Govt. Code, Sect. 334.024, 335.054.](#)]

See election procedure information on page 4.

COMPTROLLER ANALYSIS

A city or county wishing to pursue a venue project first must submit a resolution describing the project and its proposed funding mechanisms to the Comptroller's office.

- The Comptroller's office will determine the fiscal impact of the project on the state's revenue and provide the city or county with a written summary of its analysis. If the analysis shows a significant negative impact on the state's revenue, the Comptroller's office will provide recommendations on how to avoid or lessen this impact. If the Comptroller does not provide such an analysis before 30 days, the resolution may be considered approved.
- A city or a county has 10 days to contest and appeal a negative impact ruling made by the Comptroller. In response, the Comptroller must perform a second analysis. If the second analysis still shows a negative impact on state revenue, the Comptroller again must provide recommendations on how to avoid the negative impact. If the Comptroller's office does not provide this second analysis before the 30th day after an appeal, the resolution may be considered approved.

[Refer to [Loc. Govt. Code, Sect. 334.022-023, 335.052-053.](#)]



TRANSPORTATION AUTHORITY ANALYSIS

Affected transit authorities have similar powers to review a venue project's potential impact on its revenue.

If the resolution contains a proposed sales and use tax that would result in a tax rate reduction for an area transit authority, the resolution must be sent to the authority in addition to the Comptroller's office.

A transit authority has 29 days from the date of receipt of a venue project resolution to determine whether a proposed sales and use tax would have a significant negative impact on its ability to provide service or meet existing contracts. If the transit authority does not provide this analysis within a 29-day period, the resolution may be considered approved.

If the transit authority determines that a resolution would hurt its ability to provide service or meet its existing contracts, the transit authority must provide recommendations on how to avoid or lessen the negative impact. A city or a county may appeal such a determination to the transit authority.

[Refer to [Loc. Govt. Code, Sect. 334.0235-0236, 335.0535-0536.](#)]

SPORTS AND COMMUNITY VENUE TAX

USING TAX DOLLARS TO FUND A VENUE PROJECT

At the election, a city or a county may present voters with a tax package from the options listed below. Each tax must be described with specific ballot language. Each tax must be discontinued when the associated bonds or other obligations are paid off.

[Refer to [Loc. Govt. Code, Chapter 334](#), and specifically [Sect. 334.024](#), [335.054](#) and [335.071\(e\)](#).]

DEDICATE EXISTING SALES AND USE TAX REVENUE

After a election of its registered voters, a city may use up to 25 percent of its local sales tax revenue to finance the construction of community and sports venues.

[Refer to [Tax Code, Sect. 321.508](#).]

Alternatively, Type A and Type B economic development corporations may, with voter approval, use sales tax revenue for various projects including sports venues and related infrastructure. Voters may approve or reject any reduction of an existing local sales tax to make room for a venue tax.

[Refer to [Loc. Govt. Code, Chapters 334, 335 and 501-505](#).]

NEW SALES AND USE TAX

If a county proposes a venue project, a local sales and use tax may be adopted at a 0.125-, 0.25-, 0.375- or 0.5-percent rate.

If a city proposes a venue project, a sales and use tax may be adopted at any rate up to 2 percent, in increments of 0.125 percent.

In either case, the increase must not cause the combined local sales and use tax rate to exceed two percent.

[Refer to [Loc. Govt. Code, Sect. 334.081-089](#).]

AD VALOREM TAX

A county or municipality may use revenue derived from existing property taxes to enhance a municipal park and recreation system, undertake a watershed protection and conservation project; a conservation easement; an open-space preservation program

intended to protect water; or a recharge area or recharge project with a protection feature. With voter approval, a county or municipality funding a venue project with hotel occupancy tax revenues also may dedicate a portion of ad valorem taxes to the project fund.

[Refer to [Loc. Govt. Code, Sect. 334.0241](#) and [334.041\(f\)](#).]

SHORT-TERM MOTOR VEHICLE RENTAL TAX

This tax can be adopted in increments of one-eighth of one percent, not to exceed five percent, on motor vehicle rentals of 30 days or fewer.

[Refer to [Loc. Govt. Code, Sect. 334.101-115](#).]

EVENT ADMISSIONS TAX

This tax can be levied up to a maximum tax rate of 10 percent of the price of admission.

[Refer to [Loc. Govt. Code, Sect. 334.151-157](#).]

EVENT PARKING TAX

This tax may be levied as a flat tax per parked motor vehicle at an approved venue project or a percentage of the parking fee. The tax may not exceed \$3 per vehicle, except in the city of Fort Worth where the fee may not exceed \$5 per vehicle.

[Refer to [Loc. Govt. Code, Sect. 334.201-207](#).]

HOTEL OCCUPANCY TAX

A hotel occupancy tax may be adopted at a maximum rate of two percent of the price paid for a hotel room, provided the total combined hotel occupancy tax rate does not exceed 17 percent. There are certain limits on the use of the hotel occupancy tax for watershed protection and conservation projects. Consult legal counsel prior to proceeding with these types of venues.

[Refer to [Loc. Govt. Code, Sect. 334.251-258](#) and [Sect. 334.254\(d\)](#).]

VENUE FACILITY USE TAX

This tax may be levied on each member of a major league team that plays in a venue facility, up to a maximum of \$5,000 per player per game.

[Refer to [Loc. Govt. Code, Sect. 334.301-308](#).]

Event Parking Tax may be levied as a flat tax per parked motor vehicle at an approved venue project or a percentage of the parking fee.

FOR MORE INFORMATION,
CALL THE COMPTROLLER'S DATA
ANALYSIS & TRANSPARENCY
DIVISION AT
800-531-5441,
ext. 3-4679

ELECTION PROCEDURE

After any needed approvals are received from Comptroller and transit authority, the city or county may order an election. Voters must be allowed to vote on each venue project separately and on each method of finance to be used.

The ballot must be printed as follows:

"Authorizing _____ (insert name of municipality or county) to _____ (insert description of venue project) and to impose a _____ tax at the rate of _____ (insert each type of tax and the maximum rate of each tax) for the purpose of financing the venue project."

If the proposition is authorizing the imposition of a hotel occupancy tax, the ballot must include the following language:

"If approved, the maximum hotel occupancy tax rate imposed from all sources in _____ (insert name of municipality or county) would be _____ (insert the maximum combined hotel occupancy tax rate that would be imposed from all sources at any location in the municipality or county, as applicable, if the rate proposed in the ballot proposition is adopted) of the price paid for a room in a hotel."

A city or county may implement its resolution after a majority of voters approves the proposition.



Glenn Hegar

Texas Comptroller of Public Accounts

This publication is intended as a general guide and not as a comprehensive resource on the subjects covered. It is not a substitute for legal advice.

WE'RE HERE TO HELP!

If you have questions or need information, contact us:

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Comptroller.Texas.Gov

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800-252-5555

911 Emergency Service/
Equalization Surcharge
Automotive Oil Fee
Battery Fee
Boat and Boat Motor Sales Tax
Customs Broker
Mixed Beverage Taxes
Off-Road, Heavy-Duty Diesel
Equipment Surcharge
Oyster Fee
Sales and Use Taxes

800-531-5441

Cement Tax
Inheritance Tax
Local Revenue
Miscellaneous Gross
Receipts Taxes
Oil Well Servicing Tax
Sulphur Tax

800-422-3453

WebFile Help

800-252-1381

Bank Franchise
Franchise Tax

800-252-7075

Spanish

800-531-1441
Fax on Demand (Most frequently requested
Sales and Franchise tax forms)

800-252-1382

Clean Vehicle Incentive Program
Manufactured Housing Tax
Motor Vehicle Sales Surcharge,
Rental and Seller Financed Sales Tax
Motor Vehicle Registration Surcharge

800-252-1383

Fuels Tax
IFTA
LG Decals
Petroleum Products Delivery Fee
School Fund Benefit Fee

800-252-1384

Coastal Protection
Crude Oil Production Tax
Natural Gas Production Tax

800-252-1387

Insurance Tax

800-252-1385

Coin-Operated Machines Tax
Hotel Occupancy Tax

800-252-1386

Account Status
Officer and Director Information

800-862-2260

Cigarette and Tobacco

888-4-FILING (888-434-5464)

TELEFILE: To File by Phone

800-252-1389

GETPUB: To Order Forms and Publications

800-654-FIND (800-654-3463)

Treasury Find

800-321-2274

Unclaimed Property Claimants
Unclaimed Property Holders
Unclaimed Property Name Searches
512-463-3120 in Austin

877-44RATE4 (877-447-2834)

Interest Rate

CITY OF BRADY + FIRE / EMS SERVICES
COMBINED STATEMENT OF OPERATIONAL REVENUES AND EXPENDITURES

| | 2014-2015 ACTUAL | 2015-2016 ACTUAL | 2016-2017 ACTUAL | 2017-2018 PROJECTED BUDGET | 2018-2019 PROPOSED BUDGET |
|---|---------------------|---------------------|---------------------|----------------------------------|---------------------------------|
| REVENUES | | | | | |
| Fire Revenues | | | | | |
| Specialized Fire Svc Collections | 5,160 | 10 | 0 | 2,000 | 0 |
| Inspection / Permit Fees | 3,320 | 1,575 | 3,270 | 3,000 | 2,500 |
| Reimbursed Expenses | 217 | 938 | 175 | 1,911 | 0 |
| TOTAL Operating Revenues | 8,696 | 2,523 | 3,445 | 6,911 | 2,500 |
| EMS Revenues | | | | | |
| Hospital Subsidy | 18,514 | 0 | 0 | 0 | 0 |
| Service Collections | 519,993 | 399,276 | 403,745 | 400,000 | 400,000 |
| Ambulance Stand-By | 8,225 | 10,228 | 8,480 | 7,000 | 5,500 |
| Inspections/Permit Fees | 3,400 | 1,700 | 0 | 0 | 0 |
| Miscellaneous Revenue | 120 | 120 | 360 | 100 | 0 |
| Reimbursed Expenses | 774 | 0 | 101 | 1,430 | 0 |
| RAC Grant Program | 0 | 9,353 | 12,170 | 16,200 | 0 |
| Vending Income | 16 | 12 | 0 | 0 | 0 |
| Interest Income | 40 | 34 | 0 | 0 | 0 |
| TOTAL Operating Revenues | 551,080 | 420,722 | 424,855 | 424,730 | 405,500 |
| County Subsidy | 158,000 | 192,843 | 182,300 | 197,000 | 0 |
| TOTAL REVENUES | 717,776 | 616,088 | 610,600 | 628,641 | 408,000 |
| REVENUE - INC / (DEC) \$ FROM PRIOR YR | (78,065) | (101,689) | (5,488) | 18,041 | (220,641) |
| REVENUE - INC / (DEC) % FROM PRIOR YR | -10% | -14% | -1% | 3% | -35% |
| EXPENDITURES | | | | | |
| Fire Personnel | 623,319 | 654,952 | 161,630 | 180,672 | 194,073 |
| Fire Contract Services | 70,953 | 88,832 | 63,662 | 92,150 | 60,200 |
| Fire Supplies/Repair/Expenses | 49,585 | 55,484 | 78,932 | 115,851 | 107,300 |
| TOTAL Operating Expenditures | 743,857 | 799,268 | 304,224 | 388,673 | 361,573 |
| EMS Personnel | 516,748 | 464,002 | 1,031,000 | 1,148,378 | 1,232,793 |
| EMS Contract Services | 106,620 | 93,275 | 94,624 | 98,720 | 83,300 |
| EMS Supplies/Repair/Expenses | 99,674 | 116,471 | 150,395 | 139,200 | 137,800 |
| TOTAL Operating Expenditures | 723,042 | 673,748 | 1,276,018 | 1,386,298 | 1,453,893 |
| TOTAL EXPENDITURES | 1,466,899 | 1,473,016 | 1,580,242 | 1,774,971 | 1,815,466 |
| EXPENDITURES - INC / (DEC) \$ FROM PRIOR YR | (37,118) | 6,117 | 107,226 | 194,729 | 40,495 |
| EXPENDITURES - INC / (DEC) % FROM PRIOR YR | -2% | 0.4% | 7% | 12% | 2% |
| NET REVENUES (UNDER) EXPENDITURES | (749,122) | (856,928) | (969,642) | (1,146,330) | (1,407,466) |
| NET REV (UNDER) EXPNS - INC \$ FROM PRIOR YR | 41,747 | 107,805 | 112,714 | 176,688 | 261,136 |
| NET REV (UNDER) EXPNS - INC % FROM PRIOR YR | 6% | 14% | 13% | 18% | 23% |
| 20% OF NET REV (UNDER) EXPENDITURES | 149,824 | 171,386 | 183,928 | 229,266 | 281,493 |

INTERLOCAL COOPERATION AGREEMENT

Between

The City of Brady and the County of McCulloch

STATE OF TEXAS

§

COUNTY OF MCCULLOCH

§

§

This Interlocal Cooperation Agreement for Services (the "Agreement"), as provided in Sec. 791.001, et seq., Texas Government Code, is made and entered into by and between the City of Brady (the CITY) and the County of McCulloch (the COUNTY).

WHEREAS, the CITY is a home rule municipality incorporated pursuant to the Statutes of the State of Texas; and

WHEREAS, the COUNTY is a Texas county of less than 75,000 people that encompasses the CITY;

WHEREAS, the CITY and the COUNTY individually have the authority to perform governmental functions such as operation of an emergency medical service for the transportation of sick and injured persons, the operation of law enforcement dispatch services, and the operation of fire protection services within their respective boundaries in McCulloch County; and

WHEREAS, Brady has the responsibility under sections 4.03, 4.04, and 4.08 of the Home Rule Charter of the City of Brady to provide such services within its corporate boundaries; and

WHEREAS, the CITY desires to provide its residents with efficient, effective public services to provide for the welfare of its citizens; and

WHEREAS, the COUNTY desires to provide its residents with efficient, effective public health services for the welfare of its citizens, both in the City and in the parts of the COUNTY that are outside the City limits; and

WHEREAS, the CITY is located in the COUNTY;

NOW, THEREFORE, the CITY and COUNTY hereby agree as follows:

1. PURPOSE

The purpose of this agreement is to provide Emergency Medical Service, law enforcement, dispatch service, and fire protection service to the citizens of the CITY and the COUNTY. Emergency Medical Service ("EMS") is defined to be emergency ambulance service, and to include prehospital transportation of persons in need of emergency medical care by trained and specially equipped personnel for that purpose.

2. TERM

A. The CITY and COUNTY agree that this Agreement shall be for one year from the Date of Commencement, which is the date when both parties sign the Agreement, but shall automatically renew for subsequent one year terms, unless one of the following events occurs:

- (1) The parties mutually agree in writing upon a termination date; or
- (2) Either the CITY and the COUNTY may express in writing 30 days before the date when this Agreement is up for automatic renewal, that they wish to terminate the agreement, by sending written notice to the other two parties of such a desire to terminate this Agreement; or
- (3) The CITY and the COUNTY express on the last day of any term of this Agreement that such party wishes to terminate the Agreement in 60 days.

3. RIGHTS AND DUTIES OF THE PARTIES

The parties acknowledge that this is an agreement for services only. Pursuant to this Agreement, the City of Brady shall provide emergency medical service, law enforcement dispatch service, and fire service to the residents of McCulloch County. As consideration for such service, McCulloch County shall reimburse Brady in an amount that fairly compensates Brady for the services and functions performed under this Agreement, as set forth in this Agreement. EMS Service will continue substantially at substantially equivalent or improved levels of service in future years.

4. FINANCIAL AND RELATED SUPPORT

In return for the provision of emergency medical service, law enforcement dispatch service, and fire protection service by Brady to the residents of McCulloch County who reside outside Brady's boundaries, the COUNTY shall reimburse Brady \$160,000 due in full one year from the date of commencement and such additional amounts as are agreed by the parties via written letter agreements in subsequent years. Other than the above listed financial and related support, the COUNTY will not be liable to the CITY for any costs and/or expenditures associated with emergency medical service, law enforcement dispatch service, and fire protection service.

5. ITEMIZED STATEMENT

The CITY shall provide the COUNTY with an itemized statement at least once quarterly (i.e. at least once out of every three months within the CITY's fiscal years), which shall clearly state all amounts due and owing pursuant to this Agreement.

6. INDEPENDENT CONTRACTOR

At all times during the performance of this Agreement and in connection with any services rendered under this Agreement, the City shall be considered an independent contractor. No relationship of employer/employee is created by this Agreement or by the City's service. The

COUNTY acknowledges that CITY is not obligated to provide Workers' Compensation Insurance or any other of the City's employee related insurance or benefits for COUNTY personnel.

5. MISCELLANEOUS

- A. Each party shall approve participation in this Agreement by the appropriate governmental body or authorized public officer.
- B. The COUNTY shall pay for services rendered by the CITY from current revenue funds available to the COUNTY.
- C. This Agreement shall commence on the Date of Commencement and shall run for one (1) year. This Agreement shall automatically renew unless the CITY or COUNTY chooses to terminate by providing thirty (30) days written notice of termination to the other party.
- D. The COUNTY and the CITY may not assign or amend all or any part of this Agreement without the prior written consent of each party.
- E. The COUNTY agrees to allow the CITY free use of Law Enforcement the 2 way radio channel frequency and F.C.C. license.
- F. The annual renewal and, if necessary, renegotiation of this Agreement shall be contingent upon the availability of current revenue funds. If sufficient funds are not allocated by the COUNTY as provided for in this Agreement, the CITY may terminate this Agreement on 30 days notice to the COUNTY.
- G. Any party may terminate this Agreement with or without cause by giving written notice to the other party at least thirty (30) days prior to the date of termination. Upon termination of this Agreement, no party shall have any obligations to the other party, except to pay for services already rendered.
- H. This Agreement may be terminated or renegotiated in the event of changed state regulations that affect the parties' performance under this Agreement.
- I. All notices under this Agreement shall be in writing and may be either hand delivered or sent by certified mail, postage prepaid, return receipt requested, to the following addresses:

CITY: Honorable James Stewart
Mayor of the City of Brady

COUNTY: Honorable Judge Randy Young
McCulloch County Judge

J. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.

K. The waiver by any party of a breach of the Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or different provision.

L. Each party shall be excused from any breach of this Agreement that is proximately caused by action by the Legislature of the State of Texas, war, strike, acts of God, or other similar circumstances or events normally deemed outside the control of the non-performing party.

M. The CITY and the COUNTY shall not discriminate based on creed, age, race, religion, disability, or gender and shall abide by all local, state, and federal laws prohibiting discrimination.

N. This is the entire agreement between the CITY and COUNTY. No other agreements, statements, or promises relating to the subject matter of this Agreement and which are not contained herein shall be valid or binding. This Agreement may not be amended, except in writing signed by all parties. NO OFFICIAL, AGENT, EMPLOYEE, OR REPRESENTATIVE OF THE CITY OR COUNTY HAS ANY AUTHORITY TO ALTER, AMEND, OR MODIFY THE TERMS OF THIS CONTRACT, EXCEPT IN ACCORDANCE WITH SUCH EXPRESS WRITTEN AUTHORITY AS MAY BE GRANTED BY THE CITY AND COUNTY.

O. This Agreement is to be performed in McCulloch County, Texas. The District Court of McCulloch County shall have exclusive venue and jurisdiction over the parties in the event any dispute or legal action arises from this Agreement.

EFFECTIVE ON THE LATER DATE SET FORTH BELOW.

FOR THE CITY OF BRADY:

by: _____,
Mayor James Stewart

Date: _____

FOR THE COUNTY OF MCCULLOCH:

by: _____,
Judge Randy Young

Date: _____

Kim Lenoir

From: Lightener, Debbie <Debbie.Lightener@ercot.com>
Sent: Thursday, July 26, 2018 3:57 PM
To: 'Danny Neal'; Jim Quinn; Steven Miller; Loya Young; Kim Lenoir
Cc: Stewart, Mike; Sumruld, Lisa; Frosch, Colleen; Fohn, Doug; Schaefer, Tina
Subject: RE: ERCOT Dispatch in Brady, TX
Attachments: CITY OF BRADY -Training Requirements.docx

Hello,

ERCOT has been coordinating a required Wide Area Network (WAN) voice connection to the City of Brady since 2016, based on your self-designation as your own Transmission Operator you agreed to satisfy the requirements and perform the duties of a Transmission Operator per the ERCOT Protocol and Operating Guide. The location at 209 S Elm Street was approved and ordered on 6/13/2018.

To request an alternate WAN location, the same process can be used to provide the details needed about that location so that an estimate can be provided for installation and monthly costs. An Authorized Representative of City of Brady can approve the estimate as before, and equipment and installation will be ordered on your behalf. Once installed, the site requires testing with a technical representative of the TDSP to verify the control room connectivity and quality of connection between ERCOT and the City of Brady new TDSP location. The same process has been followed to the near end at 209 S Elm Street.

Your ERCOT Authorized Representative, Kim Lenoir, Backup Authorized Representative, Steven Miller, and or a person with binding authority must request and approve a WAN location. If your current registered contacts are longer valid and available, a Notice of Change of Information (NCI) form signed by someone with binding authority can be submitted to ERCOT Legal at mpregistration@ercot.com. I am available to help any of those individuals from the City of Brady, on behalf of ERCOT.

Attached I have included the training requirements previously provided to City of Brady, extracted from the ERCOT Operating Guides and Nodal Protocols located at <http://www.ercot.com/mktrules>.

Please let me know if you have any questions or concerns.

Regards,



Deborah Lightener
Ercot Client Services: Account Manager, Senior
2705 West Lake Drive; Taylor, TX 76574
O: 512-248-4293 | M: 281-772-9190

From: Danny Neal [mailto:judgeneal@hotmail.com]
Sent: Thursday, July 26, 2018 10:25 AM
To: Lightener, Debbie <Debbie.Lightener@ercot.com>
Cc: Jim Quinn <jimq2008@yahoo.com>
Subject: ERCOT Dispatch in Brady, TX

***** EXTERNAL email. Please be cautious and evaluate before you click on links, open attachments, or provide credentials. *****

Good morning Debbie,

my name is Danny Neal, McCulloch County Judge in Brady, TX. Commissioner Jim Quinn is in my office and mentioned that he talked with you by phone earlier this morning. As I understand from Commissioner Quinn, when we move our 911 Dispatch from City of Brady PD to our new County Jail in October, we will be able to "relocate" the ERCOT Dispatch function and equipment and any NEW personnel performing Dispatch duties will need to be trained on the ERCOT Dispatch function.

Please confirm by email if this communication reaches you.

Thank you so much for your help

Danny Neal

McCulloch County Judge

cell:325.456.8500

ofc:325.597.0733 ext.4

Contacts: Steven Miller (Director – PW) email: smiller@bradytx.us
Loye Young (Environmental Compliance Operator) email: lyoung@bradytx.us

ERCOT scripts, which is the type of communication your operators should expect to receive during a hotline call.

ERCOT Link (scroll down select Scripts): <http://www.ercot.com/mktrules/guides/procedures>

Nodal Protocol

5.1 System Operator Training Objectives

- (1) Each operating Entity within the ERCOT System shall train its operators such that they will possess the necessary knowledge, skills and abilities to perform their assigned tasks in directing the operation of the bulk power system. Instruction provided shall be in accordance with North American Electric Reliability Corporation (NERC) Reliability Standards, the Protocols, these Operating Guides, and ERCOT Procedures, as well as individual Entity operating goals, plans and procedures.
- (2) Training will prepare operators to:
 - (a) Maintain the safety of personnel, even during emergency situations involving complex switching and manipulation of control elements;
 - (b) Protect system components, particularly major power system elements from serious life degradation or harm;
 - (c) Operate the system in a secure manner to minimize violations of operating limits, avoiding customer Outages where reasonably possible, and avoiding unstable situations that might result in widespread Outages, Partial Blackouts or Blackouts;
 - (d) Operate the system using Good Utility Practices whenever possible within continually changing operating environment; and
 - (e) Restore the system to its normal operating state as rapidly as practical after a disturbance.

1.5.1 System Operator Training Objectives

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- (d) Operate the system using Good Utility Practices whenever possible within continually changing operating environment; and
- (e) Restore the system to its normal operating state as rapidly as practical after a disturbance.

1.5.2 System Operator Training Requirements

- (1) The System Operator Training Program applies to all operators who are responsible for the Day-Ahead and Real-Time operation of the ERCOT Transmission Grid. Transmission Operators (TOs) and Qualified Scheduling Entity (QSE) operators who represent Generation and Load Resources shall participate in 32 hours per year of training and drills on system emergencies. QSE operators who do not represent Generation or Load Resources must participate in at least eight hours per year of training and drills in system emergencies.
- (2) For those operators required to obtain 32 hours annually at least eight hours must be from simulations or realistic drills.
- (3) Training should use simulations appropriate to each class of operator and all such training shall meet or exceed established NERC Reliability Standards. Participation in emergency simulations, severe weather drills, ERCOT Black Start training, and portions of the ERCOT Operations Training Seminar that relate to NERC recommended topics may be used to satisfy this requirement. Task specific training carried out internally within an Entity will be considered in full compliance with this requirement. Training documentation, including curriculum, training methods, and individual training records, shall be immediately available during any audit.

1.5.3 ERCOT Operations Training Seminar

- (1) ERCOT will, at a minimum, annually host a training seminar. The purpose of the training seminar is to provide a forum for system wide problems to be effectively addressed. The

training seminar should present information to maintain the consistency of operators across all of the ERCOT Region.

- (2) The seminar provides a forum for QSE, TO, Transmission Service Provider (TSP) or Distribution Service Provider (DSP) and other ERCOT System Operators to meet and analyze common topics and issues as well as participate in formal training sessions.

1.5.4 *ERCOT Severe Weather Drill*

- (1) An annual severe weather drill will be held to test the scheduling and communication functions of the primary and/or backup control centers and to train operators in emergency procedures. On an annual basis, ERCOT shall:
 - (a) Develop and coordinate, with assistance from the Operations Working Group (OWG), the severe weather drill;
 - (b) Conduct a severe weather drill; and
 - (c) Verify and report Entity participation in the severe weather drill to the OWG and the Texas Reliability Entity (Texas RE).
- (2) TOs and QSEs that represent Generation Resources are required to participate in the severe weather drill.

1.5.5 *Training Practices*

- (1) Each operating Entity should establish a clear requirement, define and develop a systematic approach in administering the training, and provide the necessary feedback as a measurement of curriculum suitability and trainee progress. Each operating Entity should recognize the importance of training and provide sufficient operator participation through adequate staffing and work-hour scheduling.

Operating Guide Definition:

Transmission Operator (TO)

Entity responsible for the safe and reliable operation of its own portion or designated portion of the ERCOT Transmission System. Every Transmission Service Provider (TSP) or Distribution Service Provider (DSP) in the ERCOT Region shall either register as a TO, or designate a TO as its representative and with the authority to act on its behalf.

General duties of a TO:

3.7 Transmission Operators

- (1) Transmission Operators (TOs) shall follow ERCOT instructions related to ERCOT responsibilities:

- (a) Performing the physical operation of the ERCOT Transmission Grid, including circuit breakers, switches, voltage control equipment, protective relays, metering and Load shedding equipment;
- (b) Directing changes in the operation of transmission voltage control equipment;
- (c) Managing Voltage Profiles established by ERCOT. TOs, under the direction of ERCOT, will coordinate Transmission Service Provider (TSP) static device switching with Qualified Scheduling Entity (QSE) dynamic reactive device operation. Static reactive devices will be brought On-Line before predicted daily maximum Load growth or dynamic reactive Resources reach operating limits. Static reactive devices will be taken Off-Line during daily Load decline and before dynamic reactive Resources reach operating limits. ERCOT will coordinate Automatic Voltage Regulator (AVR), dynamic and static reactive device Outages to ensure adequate reactive reserves are maintained; and
- (d) Taking those additional actions required to prevent an imminent Emergency Condition or to restore the ERCOT Transmission Grid to a secure state in the event of a system emergency.

(2) TOs must meet all requirements identified in the Protocols for TOs in addition to those requirements stated below for all Transmission Facilities represented:

- (a) Monitor system conditions and notify ERCOT when Transmission Facility elements reach maximum safe operating limits as soon as practicable;
- (b) Notify ERCOT of any changes in its Transmission Facility status within ten seconds of the change of status as specified in Protocol Section 3.10.7.5, Telemetry Criteria;
- (c) Operate and manage Transmission Facilities between energy sources and the point of delivery;
- (d) Coordinate emergency communications between a represented TSP system and ERCOT;
- (e) Monitor the loading of the transmission system(s);
- (f) Notify ERCOT of all changes to the status of all Transmission Elements and Transmission Facilities;
- (g) Act as Single Point of Contact for transmission Outages;
- (h) Maintain continuous communication (24x7) with ERCOT;
- (i) Ensure Dispatch Instructions, received for their system or on behalf of represented TSPs or Distribution Service Providers (DSPs), are carried out as issued;
- (j) Maintain operational metering; and

(k) **Implement Black Start.**

(3) TOs shall submit to ERCOT, by March 15 of each year, a written back-up control plan to continue operation in the event the TOs control center becomes inoperable. Back-up control plans shall be submitted to ERCOT via secured webmail or encrypted data transfer. TOs shall request that a secure email account be created with ERCOT by sending an email to shiftsupervisors@ercot.com.

(4) Each back-up control plan shall be reviewed and updated annually and shall meet the following minimum requirements:

- (a) Include descriptions of actions to be taken by TO personnel to avoid placing a prolonged burden on ERCOT and other Market Participants;
- (b) Include descriptions of specific functions and responsibilities to be performed to continue operations from an alternate location;
- (c) Include procedures and responsibilities for maintaining basic voice communications capabilities with ERCOT; and
- (d) Include procedures for back-up control function testing and the training of personnel.

(5) As an option, the back-up control plan may include arrangements made with another Entity to provide the minimum back-up control functions in the event the TO's primary functions are interrupted.

3.7.1 Transmission Owner Responsibility for a Vegetation Management Program

Each transmission owner shall have a vegetation management program outlining procedures to prevent transmission line contact with vegetation. The transmission owner shall maintain documentation to verify the performance of the vegetation management program and shall provide that documentation to their respective TO and ERCOT upon request.

3.7.2 Transmission Service Provider Responsibilities for Equipment Ratings

- (1) TSPs that own Transmission Facilities are responsible for determining the Ratings of their Transmission Facilities and shall send the methodology used to ERCOT in accordance with the Protocols. Technical limits established for the operation of Transmission Facilities and associated equipment shall be applied consistently in engineering and planning studies, Real-Time security analyses, and operator actions.
- (2) TSPs owners of Transmission Facilities shall provide to ERCOT all nominal Transmission Facility Ratings.
- (3) In operating the ERCOT Transmission Grid, ERCOT shall use these Ratings as follows:

- (a) ERCOT shall limit pre-contingency flows to enforce the Normal Rating.
- (b) If an approved Remedial Action Plan (RAP) is unavailable to unload the Transmission Facility post-contingency, ERCOT shall control the post-contingency loading of the Transmission Facility to levels below the Emergency Rating.
- (c) If an approved RAP is available, ERCOT shall control the post-contingency loading of the Transmission Facility to levels below the 15-Minute Rating. The RAP shall be implemented in a manner such that the RAP post-implementation loading will be at, or below, the Emergency Rating within 15 minutes and subsequently at or below Normal Rating within two hours.
- (d) ERCOT shall use best efforts to restore all Transmission Facilities to within Normal Ratings as soon as practicable, based on Good Utility Practice.

Technical Requirements for TO:

7 Telemetry and Communication

7.1 ERCOT Wide Area Network

- (1) ERCOT interfaces with each Qualified Scheduling Entity (QSE) and Transmission Service Provider (TSP) over a Wide Area Network (WAN). ERCOT is responsible for the configuration, maintenance, and management of the communications hardware required to support WAN connectivity. This includes, but is not limited to, ERCOT issued routers, switches, Channel Service Units/Data Service Units (CSUs/DSUs), and out-of-band management equipment. The ERCOT WAN is a fully redundant, highly available network designed for Real-Time data transport and is split into two separate private networks: a Multiprotocol Label Switching (MPLS) network and a point-to-point network. See Figure 1, ERCOT Wide Area Network, in Section 7.1.2, QSE and TSP Responsibilities.

7.1.2 QSE and TSP Responsibilities

QSE and TSP Responsibilities include the following:

- (a) TSPs and QSEs whose facilities connect to the ERCOT WAN are required to sign the ERCOT Private Wide Area Network (WAN) Agreement which governs installation, operation, and maintenance of the WAN hardware. Appropriate WAN documents can be obtained by contacting the ERCOT Account Manager.
- (b) ERCOT WAN participants shall provide physical security systems compliant with the applicable Critical Infrastructure Protection (CIP) requirement of the North American Electric Reliability Corporation (NERC) Reliability Standards.
- (c) Any TSP or QSE facility, whether primary or backup, will be required to connect directly to the ERCOT WAN including connectivity to both the MPLS and point-to-point networks. ERCOT will work with each Market Participant to determine

the most appropriate WAN demarcation point. Criteria for determining demarcation points include:

- (i) Reliability;
- (ii) Location of data centers;
- (iii) Control centers;
- (iv) Disaster recovery facilities;
- (v) Energy and Market Management System (EMMS) equipment;
- (vi) ICCP equipment; and
- (vii) Private branch exchange (PBX) equipment installation.

(d) ERCOT is responsible for the reliable transport of critical market communications and will make the ultimate determination of the demarcation point location.

(e) Market Participants that serve both TSP and QSE functions at one location will only require one ERCOT WAN connection as defined in Section 7.1, ERCOT Wide Area Network, at that location.

(f) If a TSP and QSE share a centralized PBX, separate OPX circuits will be terminated for each participant.

(g) Each Market Participant is required to extend the ERCOT OPX and Hotline voice circuits into its 24x7 operations desk. ERCOT will deliver the OPX and Hotline to a channel bank provided by the Market Participant. The OPX and Hotline voice circuits are transported on separate DSO channels. In the event a Market Participant designated to represent other Entities through an agency agreement approved by ERCOT, each Entity represented must have dedicated OPX circuits. In these cases, a single Hotline button will be used for the Market Participant and all of the represented Entities. It is the Market Participant's responsibility to deliver the Hotline and the OPX to the Market Participant's 24x7 operations desk in a manner that reasonably assures continuous communication with ERCOT and is not affected by PBX features such as automatic transfer or roll to voice mail. Also, a touchtone keypad is required for the Hotline to be able to provide an acknowledged receipt. The demarcation point for all voice circuits is the Market Participant's channel bank.

(h) Each TSP and QSE must provide internal facilities and communications to collect and furnish data and voice signals to the ERCOT WAN as required by the Protocols. For TSPs these include, but may not be limited to, voice communications, ICCP, and Supervisory Control and Data Acquisition (SCADA) for substations and other Transmission Facilities. For QSEs these include, but may not be limited to, voice communications, ICCP, and SCADA for Resources.

(i) ERCOT WAN participants shall provide adequate physical facilities to support the ERCOT WAN communications equipment. The physical facilities and communications equipment requirements include the following:

- (i) Provide an analog business phone line or PBX analog extension for troubleshooting and maintenance of equipment;
- (ii) Provide a height of 24" of rack space in a 19" wide rack;

- (iii) Provide two separate uninterruptible power supply single-phase 115 VAC 20 amp circuits, each with four receptacles in the 19" rack listed above;
- (iv) Provide building wiring from circuit termination to equipment rack;
- (v) Within 24-hours notice, provide ERCOT employees or contractors access to the communication facility;
- (vi) Within one-hour notice, provide emergency access to the facility to ERCOT employees or contractors;
- (vii) Provide onsite personnel to escort ERCOT employees or contractors;
- (viii) Provide a firewall or router, located at the Market Participant site, for the network address translation of internal Market Participant addresses to external addresses on the ERCOT LAN;
- (ix) Provide connectivity from Market Participant firewall or router to ERCOT LAN located at Market Participant site. Market Participants are responsible for their own security through this connection;
- (x) Provide a channel bank with at least one T1 interface and four Foreign Exchange Station (FXS) ports. Connect FXS (e.g. PBX, key system) to the appropriate equipment. On the digital T1 stream, levels for voice are zero dpm for transmit and receive;
- (xi) Dual cable entrances to Market Participant, connecting to different Telco Central Offices is highly recommended; and
- (xii) Provide ERCOT with internal IP addressing scheme as needed for network design. This will be kept confidential.

(j) QSEs and TSPs shall supply, implement, and maintain all data and voice communication facilities required to fulfill the obligations set forth in these Operating Guides.

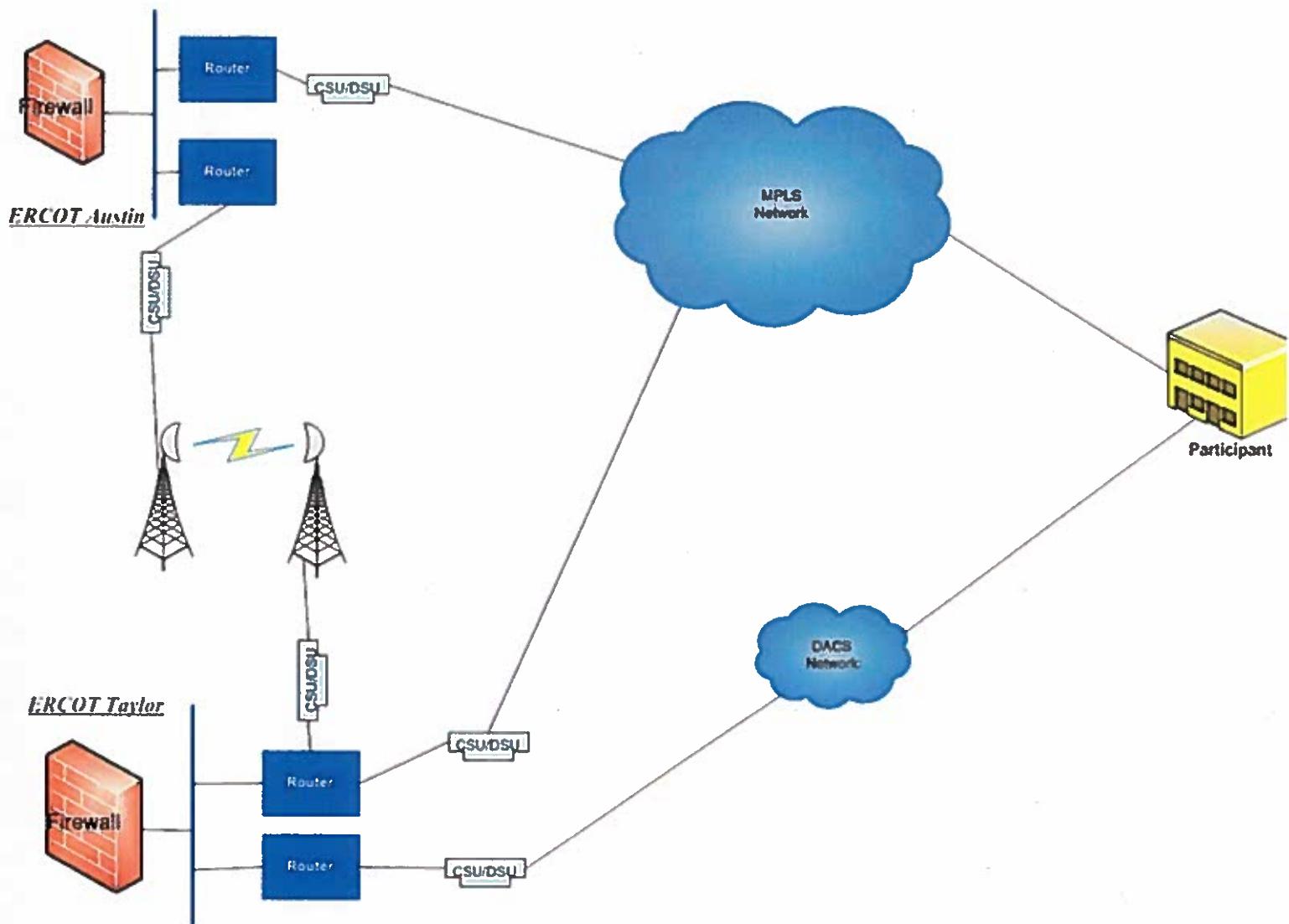


Figure 1 ERCOT Wide Area Network Overview

Emergency Operations and Load Shed Activities required of TOs:

4.5.3.2 General Procedures During EEA Operations

ERCOT Control Area authority will re-emphasize the following operational practices during EEA operations to minimize non-performance issues that may result from the pressures of the emergency situation.

- (a) ERCOT shall suspend Ancillary Service obligations that it deems to be contrary to reliability needs;
- (b) ERCOT shall notify each QSE and TO via Hotline of declared EEA level;
- (c) QSEs and TOs shall notify each represented Market Participant of declared EEA level;

- (d) ERCOT, QSEs and TSPs shall continue to respect confidential market sensitive data;
- (e) QSEs shall update Current Operating Plans (COPs) to limit or remove capacity when unexpected start-up delays occur or when ramp limitations are encountered;
- (f) QSEs shall report when On-Line or available capacity is at risk due to adverse circumstances;
- (g) QSEs, TSPs, and all other Entities must not suspend efforts toward expeditious compliance with the applicable EEA level declared by ERCOT nor initiate any reversals of required actions without ERCOT authorization;
- (h) ERCOT shall define procedures for determining the proper redistribution of reserves during EEA operations; and
- (i) QSEs shall not remove an On-Line Generation Resource without prior ERCOT authorization unless such actions would violate safety, equipment, or regulatory or statutory requirements. Under these circumstances, QSEs shall immediately inform ERCOT of the need and reason for removing the On-Line Generation Resource from service.

4.5.3.3 EEA Levels

- 3) **EEA Level 3 - Maintain System frequency at 59.8 Hz or greater.**
 - (a) In addition to measures associated with EEA Levels 1 and 2, ERCOT shall direct all TSPs and DSPs or their agents to shed firm Load, in 100 MW blocks, distributed as documented in these Operating Guides in order to maintain a steady state system frequency of 59.8 Hz.
 - (b) In addition to measures under EEA Levels 1 and 2, TSPs and DSPs or their agents will keep in mind the need to protect the safety and health of the community and the essential human needs of the citizens. Whenever possible, TSPs and DSPs or their agents shall not manually drop Load connected to under-frequency relays during the implementation of the EEA.

4.5.3.4 Load Shed Obligation

Obligation for Load shed is by DSP. Load shedding obligations need to be represented by an Entity with 24x7 operations and Hotline communications with ERCOT and control over breakers. Percentages for Level 3 Load shedding will be based on the previous year's TSP peak Loads, as reported to ERCOT, and will be reviewed by ERCOT and modified annually. (Use TOs as list of Entities)

ERCOT Load Shed Table

| Transmission Operator | 2014 Total Transmission Operator Load (%MW) |
|---|--|
| American Electric Power Service Corp. | 8.96 |
| azos Electric Power Cooperative Inc. | 4.70 |
| ownsville Public Utilities Board | 0.42 |
| yan Texas Utilities | 0.51 |
| nterPoint Energy Houston Electric LLC | 25.12 |
| ty of Austin DBA Austin Energy | 3.89 |
| ty of College Station | 0.30 |
| ty of Garland | 0.83 |
| 'S Energy (San Antonio) | 7.07 |
| enton Municipal Electric | 0.50 |
| EUS (Greenville) | 0.16 |
| RA Transmission Services Corporation | 5.64 |
| ncor Electric Delivery Company LLC | 35.79 |
| ayburn Country Electric Cooperative Inc. DBA Rayburn Electric | 1.10 |
| aryland Utilities | 0.58 |
| uth Texas Electric Cooperative Inc. | 2.02 |
| xas-New Mexico Power Company | 2.41 |
| ERCOT Total | 100.00 |

Other activities required of TO:

1.5.4 ERCOT Severe Weather Drill

2.2 System Monitoring and Control

2.2.1 Overview

(1) ERCOT will maintain continuous surveillance of the status of operating conditions within ERCOT and act as a central information collection and dissemination point for Market Participants.

(2) ERCOT is designated to receive information required to continually monitor the operating conditions of the ERCOT System and to order individual Qualified Scheduling Entities (QSEs) and/or Transmission Operators (TOs) to make changes to ensure ongoing security and reliability of ERCOT.

(3) ERCOT shall maintain, monitor, and/or direct the following in accordance with the Protocols. This includes but is not limited to:

(b) ERCOT Transmission Grid:

- (i) Monitor line loading and power transfers;
- (ii) Coordinate Planned Outages;
- (iii) Monitor and detect Forced Outages;
- (iv) Perform contingency analyses and direct re-dispatch to maintain reliable operations;
- (v) Monitor and coordinate maintenance and construction schedules;
- (vi) Monitor and control voltage levels; and
- (vii) Monitor Reactive Power flows.

2.7.2 Maintaining Voltage Profile

(e) Monitoring

- (i) TOs shall provide telemetry to ERCOT on all major transmission bus voltages.

(g) Documentation

- (i) Each TO must maintain a voltage/reactive plan for normal and Emergency Conditions and will provide this plan to adjacent TOs as well as ERCOT upon request.

3.1.2 Compliance with Dispatch Instructions

Each QSE and Transmission Operator (TO) within the ERCOT System shall comply fully and promptly with valid Dispatch Instructions as specified in Protocol Section 6.5.7.9, Compliance with Dispatch Instructions.