



CITY OF BRADY COUNCIL AGENDA REGULAR CITY COUNCIL MEETING DECEMBER 18, 2018 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 18, 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.

Tony Groves
Mayor

Jim Griffin
Mayor Pro Tem

Rey Garza
Council Member 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

Sarah Griffin
City Attorney

MISSION
The City of Brady strives to share its history and encourage the development of diverse housing, employment, infrastructure, and opportunity through transparent management and financing for all residents and employees.

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

2. INVOCATION & PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENTS: Reserved for items NOT listed on the agenda

Please limit individual public comments to three (3) minutes. In accordance with TX AG opinion, any public comment addressing items not on the agenda, will only be heard by the City Council. No formal action, deliberation, discussion, or comment will be made by City Council. State Law prohibits any deliberation or decisions regarding items presented in public comments. City Council may only make a statement of specific factual information given in response to the inquiry; recite an existing policy; or request staff to place the item on an agenda for a subsequent meeting.

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

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

A. Approval of Minutes for Regular Meeting December 4, 2018.

5. PRESENTATION:

A. Drinking Water Project – Radium Reduction Status Report – Enprotec / Hibbs & Todd (eHT, Keith Kindle)

6. PUBLIC HEARINGS: None Scheduled

7. INDIVIDUAL CONCERNS

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

- A. Discussion, consideration and possible action regarding approval of amendment Number 4 to eHT design agreement for Final Construction Phase Services of the Drinking Water Project in the amount of \$719,000.00.
- B. Discussion, consideration and possible action regarding City Manager's recommendation to fill Fire/EMS Chief position.
- C. Discussion, consideration and possible action approving Resolution 2018-048 for a 90/10 TXDOT Grant for pavement rehabilitation at Curtis Field
- D. Discussion, consideration and possible action to appoint Bill Spiller to the Concho Valley Council of Governments Emergency Preparedness Advisory Committee (EPAC).
- E. Discussion and summary of City Council action and if procedures and processes worked.

8. STAFF REPORTS

- A. November Board Minutes – BEDC Type A and B (Nov 19) and GRW (Nov 26)
- B. November Monthly Activity Reports – Visit Brady Report, Sales Tax Receipts, Utility Reports, Seniors, Golf, BPD, BVFD Expense Report, Animal Control, Airport, Code Enforcement, Chronic Code Complaints, and Structures Inhabited without Utilities
- C. November Quarterly Report for Hotel Occupancy Tax Funds
- D. **Upcoming Special Events/Meetings:**
Dec 24 & 25 – Christmas Holidays – City Offices Closed (Mon/Tues trash picked up on Wednesday)
Jan 1 – New Year's Day – City Offices Closed (Tues trash picked up on Wednesday)
January 8 – 6pm Regular Council Meeting
Jan 9 – Bagged Leaves Pick-up – Monday Trash Service
Jan 16 – Bagged Leaves Pick-up – Tuesday Trash Service
Jan 21 – In-service Training Day (City Offices Closed) Emergency Management Table Top Exercise
Jan 22 and 23 – Trash Schedule Changes for Mon and Tues to Tues and Wed
Jan 22 – 4pm Proposed Work Session
Jan 22 – 6pm Regular Council Meeting
Jan 23 – Bagged Leaves Pick-up – Thursday Trash Service
Jan 23 – Monthly Municipal Court
Jan 30 – Bagged Leaves Pick-up – Friday Trash Service
- F. Possible Visit by K-9 Officer Sator – Chief Thomas

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:

- A. 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 Kim Lenoir and Attorney Sarah Griffin duties under the City Charter.
- B. Pursuant to Section 551.071 (Consultation with Attorney), the City Council will consult with the City Attorney on a matter in which the duty of the attorney to the City under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act: legal opinion(s) regarding Brady Volunteer Fire Department, and EDC.
- C. 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 business, 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, Trails of Brady.

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

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

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

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The City Council of the City of Brady, Texas met in a Regular Meeting on Tuesday, December 04, 2018 at 6:00 pm at the City of Brady Municipal Court Building located at 207 S. Elm Street, Brady, Texas with Mayor Anthony Groves presiding. Council Members present were Jane Huffman, Missi Davis, and Jeffrey Sutton. City staff present were City Manager Kim Lenoir, Finance Director Lisa Remini, Public Works Director Steve Miller, Community Services Director Dennis Jobe, Police Chief Steve Thomas, Code Enforcement Officer Walter Holbrook, Municipal Court Judge Justin Owens and City Secretary Tina Keys. Also in attendance was Brian Crabb and Victoria Hernandez. Council Member Griffin entered the meeting at 6:05pm after a quorum was certified.

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

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

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Groves gave the invocation and the Pledge of Allegiance was recited.

3. PUBLIC COMMENTS

There were no public comments.

4. CONSENT AGENDA

- A. Approval of Minutes for Work Session and Joint Meetings November 19, and Regular and Work Session Meetings November 20, 2018.

Council Member Sutton moved to approve the Consent Agenda. Seconded by Council Member Davis. All Council Members voted "aye" and none "nay". Motion passed with a 3 – 0 vote.

5. PRESENTATIONS: None Scheduled

- A. City of Brady Received Recognition for Transparency Efforts from Texas Comptroller – Director of Finance Lisa Remini presented to Council.

- B. Annual Municipal Court Report – Municipal Court Judge J.T. Owens presented.

6. PUBLIC HEARINGS: None Scheduled

There were no Public Hearings.

7. INDIVIDUAL CONCERNS

- A. Discussion, consideration, and possible action regarding second and final reading of Ordinance 1262 of the City of Brady, Texas, establishing a Brady Tourism Advisory Board and requesting citizen applications. Kim Lenoir presented. Council Member Sutton moved to approve the second and final reading of Ordinance 1262. Seconded by Council Member Griffin. All Council Members voted "aye" and none "nay". Motion passed with a 4 – 0 vote.
- B. Discussion, consideration, and possible action regarding rescinding Demolition Order 2018-015 for 1308 N. College Street. Walter Holbert presented and told Council that owners had made significant improvement on the property. Council Member Huffman moved to approve rescinding Demolition Order 2018-015. Seconded by Council Member Davis. All Council Members voted "aye" and none "nay". Motion passed with a 4 – 0 vote.

- C. Discussion, consideration and possible action regarding rescinding Demolition Order 2018-022 in accordance with the Code of Ordinances Section 3.207 for 306 West Marie Street. Walter Holbert presented. Council Member Huffman moved to approve rescinding Demolition Order 2018-022. Seconded by Council Member Davis. All Council Members voted "aye" and none "nay". Motion passed with a 4 – 0 vote.
- D. Discussion, consideration, and possible action regarding rescinding Demolition Order 2018-019 in for 401 Boston. Walter Holbert Presented. Council Member Davis moved to approve rescinding Demolition Order 2018-019 for 401 Boston. Seconded by Council Member Huffman. Three Council Members voted "aye" and one Council Member, Sutton, voting "nay". Motion passed with a 3 – 1 vote.
- E. Discussion, consideration and possible action regarding City Council Inquiry Committee work progress. Mayor Groves presented. Mayor Groves would like to have a meeting before the next Council meeting with the acting fire chief and the chief of the volunteer fire department in place of the planned 4:00pm work session meeting.
- F. Discussion and summary of City Council action and if procedures and processes worked. There was no discussion.

8. STAFF REPORTS

- A. Upcoming Special Events/Meetings:
 - Dec 6 – Ladies Night Out
 - Dec 11 – Northside Santa on the Fire Truck
 - Dec 13 - Eastside Santa on the Fire Truck
 - Dec 14 – Southside and Lake Santa on the Fire Truck
 - Dec 15 – 3pm – Square Santa Festival; 6pm Christmas in the Heart Night Parade
- B. Upcoming City Calendar:
 - Dec 5 – 6pm Annual Employee Christmas Party - Civic Center
 - Dec 18 – 4pm Work Session and Council Meeting
 - Dec 24 & 25 – Christmas Holidays – City Offices Closed (Mon/Tues trash picked up on Wednesday)
 - Jan 1 – New Year's Day – City Offices Closed (Tues trash picked up on Wednesday)
- C. Possible Visit by K-9 Officer Sator – Chief Thomas

9. ANNOUNCEMENTS

Kim Lenoir announced that there will be a gathering on the Courthouse Square, Dec 5, 1pm in remembrance of the passing of President George H. W. Bush.

Council Member Sutton said he is concerned about broadband coming to Brady and would like to meet with the City Manager concerning that subject. Lenoir said she doesn't know anything new but can see what she can find out.

10. EXECUTIVE SESSION

The City Council of the City of Brady closed the Open Meeting at 7:03pm to adjourn into Executive Session for the following:

- A. 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 Kim Lenoir and Lloyd Perrin, Acting Fire/EMS Chief.

Executive Session was opened at 7:15p.m. and closed at 8:30p.m.

11. OPEN SESSION ACTION on any Executive Session Item listed above, if needed.

Regular Session as opened at 8:31p.m.

12. ADJOURNMENT

There being no further business, the Mayor adjourned the meeting at 8:31p.m.

Mayor Anthony Groves

Attest: _____
Tina Keys, City Secretary

Status Report Council Presentation

City of Brady Radium Reduction Project

December 18, 2018



Presentation Outline

- Funding Summary
- Overview of Schedule
- Construction Delivery
- Contract Amendment #4
- Questions

Status Report
December 18, 2018



TWDB Construction Funding

Texas Water Development Board approved the following funding commitment to the City of Brady on December 13, 2018!

Funding Source	Grant	Loan
Economically Distressed Areas Program	\$13,375,000	
Drinking Water State Revolving Fund	\$4,700,000	
Drinking Water State Revolving Fund		*\$10,830,000
Subtotals	\$18,075,000	\$10,830,000
Construction Total		\$28,905,000

* - \$10,830,000 Loan at Zero Percent Interest with Financial Savings of \$5,476,924

Status Report
December 18, 2018



City Savings

- With This 3rd Commitment, the City has saved the following on Planning, Design & Construction Utilizing 4 Integrated Funding Programs through the TWDB:
 - Planning - \$350,000 Grant
 - Design - \$1,804,000 Grant
 - Construction - \$18,075,000 Grant
 - Interest Savings - \$5,476,924
- Total of \$25,705,924 in Savings!**

Status Report
December 18, 2018



Construction Includes...

- **Contract A – Elevated Storage Tanks**
 - 500,000-Gallon at 2028 Tank Site
 - 100,000-Gallon at Curtis Field
 - Demolition of one older EST
 - Pine Street Elevated Tank
- **Contract B – Water Transmission System**
- **Contract C – Radium Reduction System and SWTP Improvements**
- **Contract D – Ground Storage Tanks**
 - 100,000-Gallon at Well 7 Site
 - 250,000-Gallon GST at Well 5 Site (demolish old concrete GST)

Status Report
December 18, 2018



Where Do We Go From Here?

- Closing on Funds – typically 60-90 days. We are tentatively scheduling March 2019 for receipt of grant and loan funds.
- Approval of the Engineering Contract (Amendment #4) for Construction Phase Services – required for closing.
- Meeting with USEPA for Update and Discussion of the Final Agreed Order Schedule for Compliance.
- Procurement of the Construction Contractor.
- Complete Environmental Coordination for Contract B – Water Transmission Lines.

Status Report
December 18, 2018



Project Schedule

Milestones	Start	Completion
Funding	December 2018	March 2019
Meet with USEPA	January 2019	January 2019
Procurement of Contractor	January 2019	February 2019
Construction (32 Months)	March 2019	December 2021

Current EPA Agreed Order requires compliance by September 30, 2019

Status Report
December 18, 2018



Enabling Texas Legislation for Alternative Project Delivery

➤ Government Code Chapter 2267 allows the use of alternative procurement methods:

- Construction Manager at Risk (CMAR)
- Design-Build

Status Report
December 18, 2018



Procurement of General Contractor - CMAR

- City is proceeding with Construction Manager at Risk (CMAR) rather than Design-Bid-Build (DBB)
- CMAR provides a Single Point of Contact and Responsibility vs. Multiple Contracts with DBB
- CMAR offers both Flexibility and Transparency whereas DBB does not
- CMAR provides Value Engineering and Bid-Gap Analysis – DBB does not
- CMAR best suited for Complex Projects with Over-Lapping Areas of Responsibility
- CMAR offers the Best Opportunity for Savings

Status Report
December 18, 2018



Contract Amendment No. 4

- City Council to consider approval of eHT Contract Amendment #4, as Approved by the TWDB, in the amount of \$719,000 which includes:
 - Preparation of the Financial Application
 - Engineering & Inspection Services During Construction
 - Project Management During Construction
 - Preparation of Asset Management Plan
- *Note that the Total Engineering Fee (Planning, Design and Construction) is 11.5% of the Total Construction Cost and less than 1% of the Total Life Cycle Cost. Actual City Cost is \$350,000 Total.*
- *Contract approval required for closing of funds.*

Status Report
December 18, 2018



Questions & Answers



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

AGENDA DATE:	12/18/2018	AGENDA ITEM	7.A.
AGENDA SUBJECT:	Discussion, consideration and possible action authorizing the city manager to execute engineering amendment no. 4 with Enprotec / Hibbs & Todd (eHT) for construction phase services to include bidding, pre-construction, construction, startup & operational readiness and close-out.		
PREPARED BY:	S. Miller	Date Submitted:	12/12/2018
EXHIBITS:	Amendment Agreement No. 4 includes Scope of Work.		
BUDGETARY IMPACT:	Required Expenditure:	\$719,000.00*	
	Amount Budgeted:	\$0.00	
	Appropriation Required:	\$0.00	
* from construction loan proceeds expected Spring 2019			
CITY MANAGER APPROVAL:			

SUMMARY:	
eHT has compiled amendment no. 4 as attached and this document represents the final phase services for initiating, overseeing and completing construction of the radium reduction system including water treatment, tank storage and pump stations and transmission. Amendment no. 4 applies to the original agreement dated June 19, 2014. Tabulated below are the major components of the amendment:	
Work Order No. 15, Construction Phase Services	\$ 674,000.00
Subtotal Basic Services	\$ 674,000.00
Work Order No. 16, TWDB Financial Application	\$ 10,000.00
Work Order No. 17, Project Management, Construction Phase	\$ 25,000.00
Work Order No. 18, TWDB Asset Management Plan	\$ 10,000.00
Subtotal Special Services	\$ 45,000.00
TOTAL FEE BASIS	\$ 719,000.00
W.O.#15 basic services includes bidding, pre-construction, construction, startup & operational readiness and close-out. Due to the complexity of the project <i>resident project representation</i> or RPR services is included that consists of an on-site eHT representative intended to assist the Engineer in the field and to provide more extensive observation of contractor's work for construction Contracts A (elevated tanks), C (treatment & pump stations) and D (ground storage tanks) and related CMAR activities (single source general contractor) but excluding Contract B (pipelines - by city personnel). W.O.#18 is an asset management plan for TWDB approval in accordance with TWDB guidelines and TCEQ Small Government Assistance Programs. The four elements of the plan will include: 1) System Evaluation and Assessment; 2) Financial Analysis & Budgeting; 3) Source Assessment and Sustainable Systems Planning; and, 4) O&M and Compliance Plan.	
This funding has been categorized within TWDB's loan delineations as required in TWDB Form1201, Exhibit A.	

City staff recommends to City Council award of amendment no. 4 to Enprotec / Hibbs & Todd for final construction phase services in the amount of **\$719,000.00**.

RECOMMENDED ACTION:

Mayor: “Do I have a motion to authorize the city manager to execute the proposed agreement.

Mayor calls for a motion:

Move to approve.

EXHIBIT - A

EDAP-DWSRF PROJECT BUDGET - City of Brady							
Uses	EDAP Grant	DWSRF Loan	DWSRF Loan Forgivenes s	DWSRF Urgent Need	Total TWDB Cost	Other Funds	Total Cost
Construction							
Construction	\$12,571,000	\$7,997,000	\$3,994,000	\$699,000	\$25,261,000	\$0	\$25,261,000
Subtotal Construction	\$12,571,000	\$7,997,000	\$3,994,000	\$699,000	\$25,261,000	\$0	\$25,261,000
Basic Engineering Fees							
Planning	\$0		\$0		\$0	\$0	\$0
Design	\$0		\$0		\$0	\$0	\$0
Construction Engineering	\$279,000		\$0		\$279,000	\$0	\$279,000
Subtotal Basic Engineering Fees	\$279,000	\$0	\$0		\$279,000	\$0	\$279,000
Special Services							
Application	\$10,000		\$0		\$10,000	\$0	\$10,000
Project Management by Engineer	\$25,000		\$0		\$25,000	\$0	\$25,000
Asset Management Plan	\$10,000		\$0		\$10,000	\$0	\$10,000
Permitting/TCEQ Coordination	\$50,000		\$0		\$50,000	\$0	\$50,000
Testing	\$27,000		\$0		\$27,000	\$0	\$27,000
Inspection	\$288,000		\$0		\$288,000	\$0	\$288,000
O&M Manual	\$30,000		\$0		\$30,000	\$0	\$30,000
Subtotal Special Services	\$440,000	\$0	\$0		\$440,000	\$0	\$440,000
Other							
Administration	\$54,000		\$0		\$54,000	\$0	\$54,000
Land/Easements Acquisition	\$0		\$0		\$0	\$0	\$0
Water Rights Purchase (If Applicable)	\$0		\$0		\$0	\$0	\$0
Capacity Buy-In (If Applicable)	\$0		\$0		\$0	\$0	\$0
Project Legal Expenses	\$0		\$0		\$0	\$0	\$0
Subtotal Other Services	\$54,000	\$0	\$0		\$54,000	\$0	\$54,000
Fiscal Services							
Financial Advisor	\$25,000	\$46,000	\$ -		\$71,000	\$0	\$71,000
Bond Counsel	\$5,000	\$20,830	\$ 5,000		\$30,830	\$0	\$30,830
Issuance Cost	\$1,000	\$2,000	\$ 1,000	\$ 1,000	\$5,000	\$0	\$5,000
Bond Insurance/Surety	\$0		\$0		\$0	\$0	\$0
Fiscal/Legal	\$0	\$9,500	\$ -		\$9,500	\$0	\$9,500
Capitalized Interest	\$0		\$0		\$0	\$0	\$0
Bond Reserve Fund	\$0		\$0		\$0	\$0	\$0
Loan Origination Fee	\$0	\$227,944	\$ -		\$227,944	\$0	\$227,944
Other	\$0		\$0		\$0	\$0	\$0
Subtotal Fiscal Services	\$31,000	\$306,274	\$6,000	\$ 1,000	\$344,274	\$0	\$344,274
Contingency							
Contingency	\$0	\$2,526,726	\$0	\$0	\$2,526,726	\$0	\$2,526,726
Subtotal Contingency	\$0	\$2,526,726	\$0	\$0	\$2,526,726	\$0	\$2,526,726
TOTAL COSTS	\$13,375,000	\$10,830,000	\$4,000,000	\$700,000	\$28,905,000	\$0	\$28,905,000

**AMENDMENT NO. 4
AGREEMENT FOR CONSULTING SERVICES**

STATE OF TEXAS	\$
COUNTY OF McCULLOCH	\$
CITY OF BRADY, TX	\$

This is an **Amendment to Agreement** (dated June 19, 2014) by and between the City of Brady, Texas, (CITY), a home rule municipal corporation located at 201 E. Main Street, Brady, Texas 76825, and, Enprotec / Hibbs & Todd, Inc., (eHT) 402 Cedar, Abilene, Texas 79601, (325) 698-5560.

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

WHEREAS, Enprotec / Hibbs & Todd, Inc. is in the business of providing such services,

NOW, THEREFORE, the CITY and Enprotec / Hibbs & Todd, Inc. mutually agrees as follows:

That Section II, **COMPENSATION**, is hereby amended and replaced as shown below for the Construction Phase of the Radium Reduction System, Water Treatment, Storage and Transmission System Project.

II. COMPENSATION

CITY shall compensate ENGINEER for its services in the amount and manner as described by the individual work orders as shown in Attachment A. A fee summary follows:

Work Order No. 15, Construction Phase Services	\$ 674,000.00
Subtotal Basic Services	\$ 674,000.00
Work Order No. 16, TWDB Financial Application	\$ 10,000.00
Work Order No. 17, Project Management, Construction Phase	\$ 25,000.00
Work Order No. 18, TWDB Asset Management Plan	\$ <u>10,000.00</u>
Subtotal Special Services	\$ 45,000.00
 TOTAL FEE BASIS	 \$ 719,000.00

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 billed at an hourly rate based on Attachment B as attached to this **Agreement**. ENGINEER reserves the right to update the charges annually.

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 sixty (60) days after ENGINEER's presentation of payment invoice. ENGINEER understands payment administration is coordinated with the Texas Water Development Board and release of reimbursements to CITY is through OUTLAY EXPENDITURE REPORTS.

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**.

Section IV, **TERM**, is hereby amended and replaced as shown below for the Construction Phase.

IV. TERM

ENGINEER shall complete all Work Orders and Special Services on or before December 30, 2021.

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

ENPROTEC / HIBBS & TODD, INC.

Keith P. Kindle, Chief Operating Officer

Date

ATTACHMENT A

_____, 2018

Enprotec/Hibbs & Todd, Inc.
402 Cedar
Abilene, Texas 79601
Attn: Keith P. Kindle, P.E.

**Re: Work Order No. 15 under Consulting Services Agreement
Construction Phase Services for Water Treatment, Transmission and Storage Improvements**

Dear Mr. Kindle:

The City of Brady is requesting Enprotec/Hibbs & Todd, Inc. (eHT) to provide the following services for the *City of Brady Radium Reduction Project*. The services to be performed include *construction phase services in support of water treatment systems* as detailed in the Engineering Feasibility Report (EFR) and scope of services shown in Exhibit A attached. The work is authorized under the terms and conditions of the General Services Agreement dated June 19, 2014 between the City of Brady and eHT and any subsequent amendments of the General Services Agreement thereto. The scope of work is further described below.

The compensation for services shall be in on a *lump sum basis* in the amount of \$674,000.00. The duration of the assignment is 910 calendar days. Upon execution, this Work Order authorizes eHT to proceed with the above-referenced services.

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

City of Brady

Enprotec/Hibbs & Todd, Inc.

Kim Lenoir
City Manager

Date: _____

Attach: **Exhibit A**

Keith P. Kindle, P.E.
Chief Operating Officer

Date: _____

Work Order No. 15

Exhibit "A"

Scope of Services

Attached to and Incorporated into by Reference the Work Order No. 15

Dated: _____

eHT will provide Bidding and Construction Phase Services through the bidding, construction, post-construction and close-out phases of the City of Brady DWSRF Project. These Services will include the following items listed below.

I. Bidding or Negotiating Phase

- A. After acceptance by City of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase and upon written authorization by the City to proceed, Engineer shall:
 1. Advertise for and obtain bids or proposals on behalf of the City for the Work and, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences and receive and process contractor deposits or charges for the Bidding Documents.
 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 3. Provide information or assistance needed by the City in the course of any negotiations with prospective contractors.
 4. Consult with the City as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 5. Attend the Bid opening, prepare Bid tabulation sheets, and assist the City in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

II. Construction Phase

- A. Upon successful completion of the Bidding and Award of the construction contract, and upon written authorization from the City, Engineer shall:
 1. *General Administration of Construction Contract.* Consult with the City and act as the City's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of City's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of the City in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.
 2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the Engineer

and to provide more extensive observation of Contractor's work for Construction Contracts A, C and D but excluding Contract B (City to perform). Duties, responsibilities, and authority of the RPR will be set forth in the Construction Contract documents. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in the applicable Exhibit.

3. *Selecting Independent Testing Laboratory.* Assist the City in the selection of an independent testing laboratory to perform construction materials testing services.
4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site. Prepare agendas, oversee conference and issue minutes.
5. *Schedules.* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
7. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep the City informed of the progress of the Work.
 - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for City a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
8. *Defective Work.* Engineer will have the authority to reject Contractor's Work while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. However, neither Engineer's authority to reject Work nor Engineer's decision to exercise or not exercise

such authority shall give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

9. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to the City, as appropriate, and prepare Change Orders and Work Change Directives as required.
11. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
12. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
13. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
14. *Disagreements between City and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by the City or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to the City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to the City, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract

Documents).

- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to the City free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between City and Contractor that might affect the amount that should be paid.
- 16. *Contractor's Completion Documents.* Receive, review, and transmit to the City maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
- 17. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company of Contractor and on behalf of the City, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of the City, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to the City and Contractor.
- 18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in written form that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction-Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.

C. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

III. Post-Construction Phase

A. Upon written authorization from the City, Engineer, during the Post-Construction Phase, shall:

- 1. Provide assistance in connection with the adjusting of Project equipment and systems.
- 2. Assist City in training the City's staff to operate and maintain Project equipment and systems.

3. Assist the City in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
4. Together with the City, visit the Project to observe any apparent defects in the Work, assist the City in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
5. In company with the City or City's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Construction Contract's correction period.

IV. Additional Services Requiring City's Written Authorization

A. If authorized in writing by the City, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of applications and supporting documents (except those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the City or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, City's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.
4. Services resulting from the City's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in the original scope or duration of services.
5. Services required as a result of the City providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for the City's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting City in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by the City.
8. Furnishing services of Engineer's Consultants for other than Basic Services.
9. Services during out-of-town travel required of Engineer other than for visits to the Site or City's office.
10. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review,

value engineering, and constructability review requested by the City; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

11. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by the City for the Work or a portion thereof.
12. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
14. Providing construction surveys and staking to enable Contractor to perform its work other than as required and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
15. Providing Construction Phase services beyond the original date for final completion of the Work.
16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
17. Preparing and furnishing to the City Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
18. Preparation of operation and maintenance manuals.
19. Preparing to serve or serving as a consultant or witness for City in any litigation, arbitration, or other dispute resolution process related to the Project.
20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by the City.
21. Other services performed or furnished by Engineer not otherwise provided for in the GSA.

V. Additional Services Not Requiring City's Written Authorization

- A. Engineer shall advise the City that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from City. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from City.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by the City.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by the City prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
7. TCEQ Permitting support services.
8. Material testing services.
9. Preparation of O&M Manuals for the water treatment, transmission, storage and pumping improvements.

ATTACHMENT A

_____, 2018

Enprotec/Hibbs & Todd, Inc.
402 Cedar
Abilene, Texas 79601
Attn: Keith P. Kindle, P.E.

**Re: Work Order No. 16 under Consulting Services Agreement
TWDB Financial Application – Construction Phase**

Dear Mr. Kindle:

The City of Brady is requesting Enprotec/Hibbs & Todd, Inc. (eHT) to provide the following services for the *City of Brady Radium Reduction Project*. The services to be performed include *preparation of the EDAP and DWSRF applications in support of the construction for the Radionuclide Reduction System, Water Treatment, Transmission, Distribution and Storage improvements* as detailed in the Engineering Feasibility Report (EFR) and scope of services shown in Exhibit A attached. The work is authorized under the terms and conditions of the General Services Agreement dated June 19, 2014 between the City of Brady and eHT and any subsequent amendments of the General Services Agreement thereto.

The compensation for services shall be in on a *lump sum basis* in the amount of \$10,000.00. The duration of the assignment is not applicable, completion is considered upon closing of funds. Upon execution, this Work Order authorizes eHT to proceed with the above-referenced services.

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

City of Brady

Enprotec/Hibbs & Todd, Inc.

Kim Lenoir
City Manager

Date: _____

Attach: *Exhibit A*

Keith P. Kindle, P.E.
Chief Operating Officer

Date: _____

Work Order 16

Exhibit "A"

Scope of Services

Attached to and Incorporated into by Reference the Work Order No. 16

Dated: _____

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

ATTACHMENT A

_____, 2018

Enprotec/Hibbs & Todd, Inc.
402 Cedar
Abilene, Texas 79601
Attn: Keith P. Kindle, P.E.

**Re: Work Order No. 17 under Consulting Services Agreement
Project Management – Construction Phase**

Dear Mr. Kindle:

The City of Brady is requesting Enprotec/Hibbs & Todd, Inc. (eHT) to provide the following services for the *City of Brady Radium Reduction Project*. The services to be performed include *project management of the construction for Radionuclide Reduction System, Water Treatment, Transmission, Distribution and Storage Improvements* as detailed in the Engineering Feasibility Report (EFR) and scope of services shown in Exhibit A attached. The work is authorized under the terms and conditions of the General Services Agreement dated June 19, 2014 between the City of Brady and eHT and any subsequent amendments of the General Services Agreement thereto.

The compensation for services shall be in on a *lump sum basis* in the amount of \$25,000.00. The duration of the assignment is 910 calendar days. Upon execution, this Work Order authorizes eHT to proceed with the above-referenced services.

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

City of Brady

Enprotec/Hibbs & Todd, Inc.

Kim Lenoir
City Manager

Keith P. Kindle, P.E.
Chief Operating Officer

Date: _____

Date: _____

Attach: *Exhibit A*

Work Order No. 17

Exhibit "A"

Scope of Services

Attached to and Incorporated into by Reference the Work Order No. 17

Dated: _____

1. eHT will provide Project Management Services through the construction phase of the City of Brady EDAP-DWSRF Project. The Project Management Services will include the following items listed below.
 - A. Preparation of TWDB, TCEQ, EPA Reports and Council Updates and attendance when so requested.
 - B. Coordination and management of design efforts and schedule for the water treatment, transmission, distribution and storage improvements.
 - C. Assistance with the Outlay Report Process (quarterly and monthly).
 - D. Maintenance and monitoring of the TWDB Sources and Uses Budget, including the preparation of amendments and final project expenses.
 - E. Preparation of TWDB Reports, Forms or other routine Program Requirements associated with the EDAP Program.
 - F. Coordination and preparation of communication items as necessary with the TWDB staff.
 - G. Guidance in accessing and applying for funding programs including, but not limited to, the TWDB, USDA, USEPA and TDA with special interest in the TWDB-EDAP.

ATTACHMENT A

_____, 2018

Enprotec/Hibbs & Todd, Inc.
402 Cedar
Abilene, Texas 79601
Attn: Keith P. Kindle, P.E.

**Re: Work Order No. 18 under Consulting Services Agreement
Asset Management Plan**

Dear Mr. Kindle:

The City of Brady is requesting Enprotec/Hibbs & Todd, Inc. (eHT) to provide the following services for the *City of Brady Radium Reduction Project*. The services to be performed include *preparation of the City's Asset Management Plan for Radionuclide Reduction System, Water Treatment, Transmission, Distribution and Storage Improvements* as detailed in the Engineering Feasibility Report (EFR) and scope of services shown in Exhibit A attached. The work is authorized under the terms and conditions of the General Services Agreement dated June 19, 2014 between the City of Brady and eHT and any subsequent amendments of the General Services Agreement thereto.

The compensation for services shall be in on a *lump sum basis* in the amount of \$10,000.00. The duration of the assignment is 910 calendar days. Upon execution, this Work Order authorizes eHT to proceed with the above-referenced services.

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

City of Brady

Enprotec/Hibbs & Todd, Inc.

Kim Lenoir
City Manager

Date: _____

Attach: *Exhibit A*

Keith P. Kindle, P.E.
Chief Operating Officer

Date: _____

Work Order No. 18

Exhibit "A"

Scope of Services

Attached to and Incorporated into by Reference the Work Order No. 18

Dated: _____

1. eHT will prepare the Asset Management Plan for TWDB approval in accordance with TWDB guidelines and TCEQ Small Government Assistance Programs. The four elements of the Asset Management Plan will include: 1) System Evaluation and Assessment; 2) Financial Analysis & Budgeting; 3) Source Assessment and Sustainable Systems Planning; and, 4) O&M and Compliance Plan.
2. eHT will conduct a system evaluation (asset identification, location, and date of service or approximate age) as needed, resulting in an inventory of the system and prioritization of assets.
3. eHT will develop a comprehensive plan for managing system assets.
4. eHT will develop a budget for managing system assets.
5. eHT will develop an Operations and Maintenance (O&M) Manual for scheduling and performing preventative and general maintenance.
6. eHT will develop a Compliance Plan that includes copies of all required reports, compliance checklists and tables for keeping track of State and/or Federal requirements. The compliance manual may be incorporated into the O&M Manual.

ATTACHMENT B

SCHEDULE OF CHARGES Enprotec / Hibbs & Todd, Inc. & HDR CURRENT HOURLY CHARGES FOR PROFESSIONAL SERVICES

Charges include all salaries, salary expense, overhead, and profit.

Principal	\$ 200.00 per hour
Senior Project Manager	170.00 per hour
Project Manager.....	145.00 per hour
Senior Engineer / Geologist.....	135.00 per hour
Project Engineer / Geologist	125.00 per hour
Staff Engineer I / Geologist.....	115.00 per hour
Staff Engineer II / Geologist.....	95.00 per hour
RPLS I.....	145.00 per hour
RPLS II.....	90.00 per hour
Operations Specialist / Regulatory Compliance Specialist	130.00 per hour
Engineering Technician I	130.00 per hour
Engineering Technician II	105.00 per hour
Field Technician I	95.00 per hour
Field Technician II	85.00 per hour
CMT Tech I	60.00 per hour
CMT Tech II.....	55.00 per hour
Survey Tech I	75.00 per hour
Survey Tech II	55.00 per hour
CAD I	100.00 per hour
CAD II	90.00 per hour
Administrative	65.00 per hour
Survey Party Conventional	185.00 per hour - 3 man 150.00 per hour - 2 man
GPS Survey Party.....	170.00 per hour
Expense Items	
Consultants, Contractors & Supplies	Cost plus 10%
Travel (out of town only).....	Current IRS rate per mile
Lodging and meals (out of town trips).....	Actual cost

01/01/18

P:\Forms\HRLY CHG.wpd

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	12/18/2018	AGENDA ITEM	7.B.
AGENDA SUBJECT:	Discussion, consideration and possible action regarding City Manager's recommendation to fill Fire / EMS Fire Chief position		
PREPARED BY:	Tina Keys / Kim Lenoir	Date Submitted:	12/11/2018
EXHIBITS:	None		
BUDGETARY IMPACT:	Required Expenditure:	\$0.00	
	Amount Budgeted:	\$0.00	
	Appropriation Required:	\$0.00	
CITY MANAGER APPROVAL:			
SUMMARY:	City has advertised for the open Fire /EMS Chief position with an internal announcement in accordance with the City Personnel Policy. HR received several applications and the City Manager will be interviewing the applicants.		
RECOMMENDED ACTION:	City Manager will make a recommendation at the meeting and is requesting approval by the City Council in accordance with the City Charter.		

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	12/18/2018	AGENDA ITEM	C 7.E.
AGENDA SUBJECT: Discussion, consideration and possible action regarding approving Resolution 2018-048 for a 90/10 TXDOT grant for pavement rehabilitation at Curtis Field			
PREPARED BY: Lisa Perry		Date Submitted:	12/10/2018
EXHIBITS: Aviation Capital Improvement Program (ACIP) Project Summary Sheet provided by TXDot Aviation Division.			
BUDGETARY IMPACT:		Required Expenditure: \$62,099 Amount Budgeted: \$60,000 Appropriation Required: \$2,099	
CITY MANAGER APPROVAL:			
SUMMARY: Pavement Rehabilitation at Curtis Field Airport to consist of the following: Rehabilitate Apron, Rehabilitate short Taxiway to Apron, Rehabilitate short Taxiway at intersection of Runway 17-35 and Runway 8-26, Mark Taxiways, and Rehabilitate parallel Taxiway to Runway 17, Rehabilitate Runway 17-35 (4604 ft. x 75 ft.). The Pavement Rehabilitation Project is being funded 90% TXDot Aviation/10% City of Brady See Attached ACIP Project Summary Sheet for more detail.			
RECOMMENDED ACTION: Move to approve Resolution 2018-048			

RESOLUTION 2018-048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION, AVIATION DIVISION, FOR AN AIRPORT IMPROVEMENT PROGRAM GRANT.

WHEREAS, the City of Brady intends to make certain improvements to the Curtis Field; and

WHEREAS, the general description of the project is described as: City of Brady Curtis Field Pavement Rehabilitation as required; and

WHEREAS, the City of Brady intends to request financial assistance from the Texas Department of Transportation for these improvements; and

WHEREAS, total project cost are estimated to be \$621,000, and the City of Brady will be responsible for 10% of the total project costs currently estimated to be \$62,099; and

WHEREAS, the City of Brady names the Texas Department of Transportation as its agent for the purposes of applying for, receiving and disbursing all funds for these improvements and for the administration of contracts necessary for the implementation of these improvements.

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

That the City of Brady hereby authorizes the Mayor of the City of Brady to execute on behalf of the City of Brady, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to the Curtis Field.

PASSED AND APPROVED this the _____ day of _____, 2018.

CITY OF BRADY

Anthony Groves, Mayor

Attest: _____
Tina Keys, City Secretary

AVIATION CAPITAL IMPROVEMENT PROGRAM

Locations, Projects, and Costs

FEDERAL & STATE FY 2019

Federal FY 2019 (October 2018 - September 2019)/State FY 2019 (September 2018 - August 2019)

Texas Department of Transportation -- Aviation Division
December 07, 2018

City & Airport	Project Status & Description	Project Status:			Project Costs
		Total	Federal	State	
BRADY					
CURTIS FIELD					
	PENDING				
	Rehabilitate apron (23,778 sf)	140,186	0	126,168	14,018
	Rehabilitate stub TW to apron (950 x 35)	22,164	0	19,948	2,216
	Rehabilitate stub TW @ intersection of RW 17-35 & RW 8-26	9,690	0	8,640	950
	Mark Taxiways (4,500 sf)	4,500	0	4,050	450
	Rehabilitate parallel TW to RW 17 (3185 x 35)	74,550	0	67,095	7,455
	Engineering and Design for Airfield Pavement Rehabilitation (Statewide Program)	25,000	0	22,500	2,500
	Mobilization, Contingency, Testing, RPA, and Construction Administration	120,000	0	108,000	12,000
	Rehabilitate & mark RW 17-35 (4604 x 75) NPE 16,17,18,19	225,000	0	202,500	22,500
	Project Totals:	\$ 621,000	\$ 0	\$ 558,901	\$ 62,099

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	12/18/2018	AGENDA ITEM	7.D.
AGENDA SUBJECT:		Discussion, consideration and possible action regarding appointing Bill Spiller to the Concho Valley Council of Governments Emergency Preparedness Advisory Committee (EPAC)	
PREPARED BY:	Tina Keys	Date Submitted:	12/10/2018
EXHIBITS:	letter from COG and designation form		
BUDGETARY IMPACT:		Required Expenditure:	\$0.00
		Amount Budgeted:	\$0.00
		Appropriation Required:	\$0.00
CITY MANAGER APPROVAL:			
SUMMARY: The Concho Valley Council of Governments Emergency Preparedness Advisory Committee (EPAC) will have a vacancy as of January 1, 2019. The EPAC bylaws state that each county-wide representative must be appointed. County Judge Danny Neal has served in this capacity and the McCulloch County Commissioners met and approved the appointment of incoming County Judge Bill Spiller. The City Council will need to make an appointment as well.			
RECOMMENDED ACTION:			
Move to approve appoint member of the Concho Valley Emergency Preparedness Advisory Committee for McCulloch County			



CONCHO VALLEY COUNCIL OF GOVERNMENTS
2801 W. Loop 306, Ste A
P.O. Box 60050
San Angelo Texas 76904

325/944-9666
Fax 325/944-9925

November 21, 2018

The Honorable Danny Neal
199 Courthouse Square, Rm 302
McCulloch County Courthouse
Brady, Texas 76825

Re: Designation of Emergency Preparedness Advisory Committee Member Representing
McCulloch County and City of Brady and City of Melvin

The Honorable Judge Danny Neal:

As of January 1, 2019, your region will have a vacancy on the Concho Valley Council of Governments Emergency Preparedness Advisory Committee (EPAC). The EPAC Bylaws state that each county-wide representative must be appointed in collaboration with the county and city government. The EPAC meets on an as needed basis on the second Wednesday of each month unless otherwise notified.

I am enclosing a copy of the Bylaws and a form which you may use to inform us of the Commissioner's Court and City Council's decision in this regard.

If you have any questions or need additional information, please call on me.

Sincerely,

A handwritten signature in blue ink that reads "Tracy Ogle".
Tracy Ogle
Director of Administration

cc: The Honorable Mayor Anthony Groves
The Honorable Mayor Rogelio Castanuela
member files

Enclosure

**DESIGNATION OF CONCHO VALLEY COUNCIL OF GOVERNEMENTS'
EMERGENCY PREPAREDNESS ADVISORY COMMITTEE MEMBER
REPRESENTING MEMBER OF GOVERNMENTS IN McCULLOCH COUNTY,
THE CITY OF BRADY**

The Commissioners' Court for McCulloch County met on December 10, 2018 and designated BILL SPILLER, to be the member of the Concho Valley Emergency Preparedness Advisory Committee representing member of governments in McCulloch County.

Attest: DANNY NEAL, McCulloch County Judge
Name & Title

Name & Title

County Judge

六六六六六六六六六

The City Council for the City of Brady met on _____, 2018 and designated _____, to be the member of the Concho Valley Emergency Preparedness Advisory Committee representing member of governments in McCulloch County and the City of Brady.

Attest:

Mayor

Name & Title

* * * * *

Please return to: Concho Valley COG, P.O. Box 60050, San Angelo, TX 76906

Please indicate below the mailing address and phone number where the member wishes to receive CVCOG mail and telephone contacts.

Cell #

email

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The Brady Economic Development Corporation (Type A & B) of the City of Brady, Texas met in a Special Meeting on Monday, November 19, 2018, at 7:00 p.m. at the Ed Davenport Civic Center located at 816 San Angelo Hwy, Street, Brady, Texas. Jason Valdez presided over the meeting. BEDC Type A Board Members present were Jason Valdez, Don Miller, Lauren Bedwell, Michele Derrick and Erin Betts. BEDC-B Board Members present were same as A Board in addition to Amy Greer and Billie Davis. Also, in attendance were Mayor Groves, City Manager Kim Lenoir and City Secretary Tina Keys

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

President Jason Valdez called the meeting to order at 8:05 p.m. Roll was called for both boards and a quorum was certified by the City Secretary.

2. Discussion, consideration and possible action of Type A EDC regarding bids for possible sale of property located at 502 W. 10th Street, Brady Texas

There were no bids. Michele Derrick suggested putting a for sale sign on it, listing it on Brady Garage Sale as well as list it with a realtor. Michele Derrick moved to approve listing property for sale. Seconded by Lauren Bedwell. All Directors voted "aye" and none "nay". Motion passed.

3. Discussion, consideration and possible action of Type A EDC regarding bids for possible sale of property located at 1308 N. Grant, Brady Texas

One bid was received from Brian Crabb for \$250. Jason Valdez suggested selling it for the \$250 bid. Valdez asked if the City maintained it and City Manager Lenoir said no. Lenoir reminded the board they do not have to accept the bid. Michele Derrick moved to accept the bid amount of \$250 plus closing costs. Seconded by Lauren Bedwell. All Directors voted "aye" and none "nay". Motion passed.

Open session was closed at 8:09 and Executive session opened at same time.

4. Executive Session

The Brady Economic Development Corporation Type A & Type B Boards adjourned into Executive Session for the following:

A. Pursuant to Section 551.087 (Economic Development)

 a) Discussion of Brady Monument Economic Development Agreement

Executive Session was closed at 8:49

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

The Regular Session was opened at 8:49. No action was taken.

6. ADJOURNMENT

There being no further business, President Jason Valdez adjourned the meetings at 8:49 p.m.

Jason Valdez, President

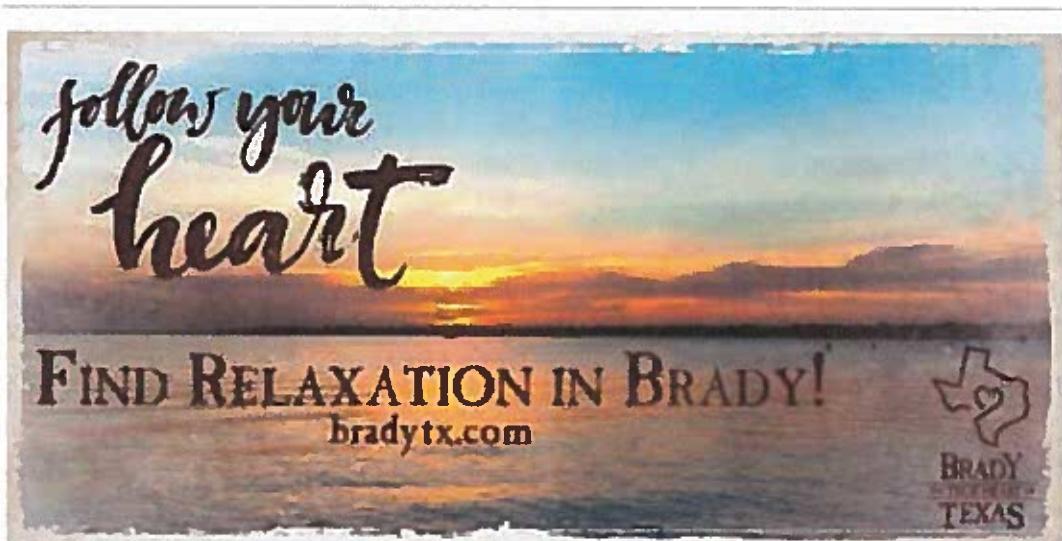
Attest: _____
Kathryn Meroney, Board Secretary

November 2018 Tourism Report

Activity Summary

We're continuing making plans for moving the visitors center and Chamber of Commerce to its new location at the old Richards Memorial Library Building. Currently, we're in the process of closing on and packing up our current building.

Updating collateral, we have finalized the 2019 Visitors Guide and sent those to print. The below Brady ad will included in January's Texas Highways magazine. Ninety-two visitors guides were distributed through Tour Texas and Texas Highways.



1171 - Brady, City of (General Obligation Debt)

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

The charts below contain sales tax revenue allocated each month by the Texas State Comptroller. Please contact and search the Texas Comptroller's website if you notice an incorrect amount.

For example, the February allocations reflect December sales, collected in January and allocated in February.

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

• View Grid Based on Calendar Year

• View Grid With All Years

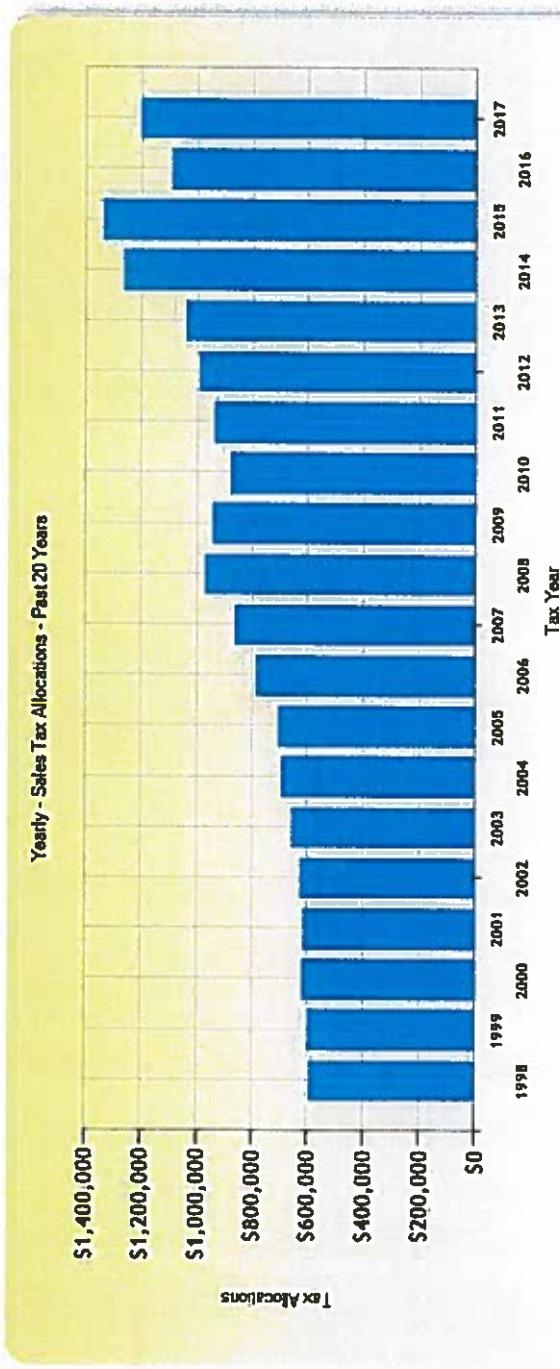
Download to Excel

Change Fiscal Year

By Fiscal Year 10/01 - 09/30

Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2019	\$108,700	\$97,871	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$206,571
2018	\$101,224	\$103,733	\$112,475	\$107,463	\$108,139	\$94,294	\$88,618	\$106,428	\$105,435	\$94,199	\$103,004	\$98,016	\$1,223,027
2017	\$87,306	\$91,161	\$89,413	\$100,033	\$109,289	\$86,358	\$97,988	\$101,730	\$86,536	\$97,051	\$103,953	\$100,236	\$1,151,056
2016	\$143,834	\$112,101	\$107,933	\$98,515	\$113,278	\$84,869	\$85,238	\$96,257	\$81,982	\$80,944	\$94,673	\$85,349	\$1,184,973
2015	\$113,438	\$115,026	\$128,575	\$118,282	\$127,008	\$90,659	\$99,414	\$119,166	\$107,160	\$99,436	\$107,394	\$106,966	\$1,332,523
2014	\$86,905	\$90,223	\$83,575	\$87,608	\$114,999	\$83,194	\$86,383	\$103,052	\$119,190	\$96,615	\$101,343	\$109,279	\$1,162,366
2013	\$81,575	\$84,095	\$78,857	\$88,594	\$108,399	\$69,954	\$76,038	\$92,661	\$81,448	\$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

1 2 3 4 >



RECONCILED OPERATING CASH / TOTAL UTILITY BILLINGS

Fiscal Year 18-19

**CITY OF BRADY
CITY COUNCIL CORRESPONDENCE**

TO: MAYOR AND COUNCIL

FROM: FINANCE / UTILITY DEPARTMENTS

SUBJECT: MONTHLY CUSTOMER SERVICE REPORT

DATE: November 30, 2018

SERVICE ORDER REPORT FY 18-19

Senior Center Meals Served
Director Rosie Aguirre
Monthly Report - October 2018

FISCAL YEAR 2017-2018													
SERVICES	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	APR.	MAY	JUNE	JULY	AUG.	SEPT.	To Date Total
Days Meals Served	21	19	19	21	19	21	21	22	21	21	23	19	247
Average Daily Meals	90	87	82	78	80	79	77	81	84	88	88	81	
Meals @ Sunset Center	782	682	609	631	577	671	631	747	763	745	793	554	8,185
Meals sent Helping Hands	263	212	215	237	240	240	237	232	259	226	249	188	2,798
Home Delivered Meals	855	759	728	765	702	757	748	809	747	886	991	805	9,552
Total Meals	1,900	1,653	1,552	1,633	1,519	1,656	1,516	1,769	1,769	1,857	2,033	1,547	20,535
Closed Oct. 10 for Inservice													
Closed Nov. 23rd & 24th for Thanksgiving													
Closed Dec. 22nd & 25th for Christmas													
Closed Jan. 1st - New Years Day, 15th - Inservice													
Closed Feb. 19th - Inservice													
Closed July 4th - Independence Day													
Closed Sept. 3 (Labor Day)													

Dennis

November (2018) Monthly Member Count

Members - 233

Non Members - 94

Youth Member - 0

Youth Non Member - 2

No hully gullys through winter months.

Detail Pay Type Analysis

Receipts by Sale type - Closeout (1)

From: 11/01/2018 - 12:00:00 am To: 11/30/2018 - 11:59:59 pm

Category:	Qty	Member Charge	Cash	Credit Card	Credit Book	Check	Gift Cert	Other	Total
Club Business:									
<u>Department: Range Balls</u>									
Large Bucket	10	0.00	15.00	35.00	0.00	0.00	0.00	0.00	50.00
Small Bucket	16	0.00	30.00	18.00	0.00	0.00	0.00	0.00	48.00
Range Balls Totals:	26	0.00	45.00	53.00	0.00	0.00	0.00	0.00	98.00
Tax:		0.00	3.73	4.40	0.00	0.00	0.00	0.00	8.13
Total:		0.00	48.73	57.40	0.00	0.00	0.00	0.00	106.13
<u>Department: Cart Fees</u>									
1/2 Cart	56	0.00	150.00	550.00	0.00	0.00	0.00	0.00	700.00
Full Cart	4	0.00	25.00	75.00	0.00	0.00	0.00	0.00	100.00
Cart Fees Totals:	60	0.00	175.00	625.00	0.00	0.00	0.00	0.00	800.00
Tax:		0.00	14.42	51.51	0.00	0.00	0.00	0.00	65.93
Total:		0.00	189.42	676.51	0.00	0.00	0.00	0.00	865.93
<u>Department: Green Fees</u>									
Weekday (Tue-Thu)	30	0.00	105.00	330.00	0.00	15.00	0.00	0.00	450.00
Weekend (Fri-Sun & Hol)	43	0.00	238.00	600.00	0.00	20.00	0.00	0.00	858.00
Member Round	4	0.00	12.00	12.00	0.00	0.00	0.00	0.00	24.00
Senior	15	0.00	140.00	10.00	0.00	0.00	0.00	0.00	150.00
Youth-Non Member	2	0.00	0.00	8.00	0.00	0.00	0.00	0.00	8.00
Green Fees Totals:	94	0.00	495.00	960.00	0.00	35.00	0.00	0.00	1,490.00
Tax:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total:		0.00	495.00	960.00	0.00	35.00	0.00	0.00	1,490.00
<u>Department: Trail Fees</u>									
Shed Member	1	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.50
Non Shed Member	4	0.00	0.00	16.00	0.00	0.00	0.00	0.00	16.00
Trail Fees Totals:	5	0.00	0.50	16.00	0.00	0.00	0.00	0.00	16.50
Tax:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total:		0.00	0.50	16.00	0.00	0.00	0.00	0.00	16.50
<u>Department: Vending (taxable)</u>									
Sodas	50	0.00	64.48	39.52	0.00	0.00	0.00	0.00	104.00
Sports Drinks	36	0.00	33.28	41.60	0.00	0.00	0.00	0.00	74.88
Candy	6	0.00	3.24	6.48	0.00	0.00	0.00	0.00	9.72
Ice	13	0.00	22.88	4.16	0.00	0.00	0.00	0.00	27.04
Vending (taxable) Totals:	105	0.00	123.88	91.76	0.00	0.00	0.00	0.00	215.64
Tax:		0.00	10.12	7.51	0.00	0.00	0.00	0.00	17.63
Total:		0.00	134.00	99.27	0.00	0.00	0.00	0.00	233.27
<u>Department: City of Brady Merchandise</u>									
Ball Markers	10	0.00	101.45	30.00	0.00	0.00	0.00	0.00	131.45
City of Brady Merchandise Total	10	0.00	101.45	30.00	0.00	0.00	0.00	0.00	131.45
Tax:		0.00	8.37	2.48	0.00	0.00	0.00	0.00	10.85
Total:		0.00	109.82	32.48	0.00	0.00	0.00	0.00	142.30
<u>Department: Vending (non taxable)</u>									
Water	19	0.00	15.00	4.00	0.00	0.00	0.00	0.00	19.00
Other	115	0.00	61.65	44.08	0.00	0.00	0.00	0.00	105.73
Deli Express	12	0.00	10.98	34.11	0.00	0.00	0.00	0.00	45.09
Vending (non taxable) Totals:	146	0.00	87.63	82.19	0.00	0.00	0.00	0.00	169.82
Tax:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total:		0.00	87.63	82.19	0.00	0.00	0.00	0.00	169.82
<u>Department: Member Payments</u>									
Payment Received	20	0.00	415.00	1,175.00	0.00	195.00	0.00	0.00	1,785.00
Payment Applied	-20	(1,785.00)	0.00	0.00	0.00	0.00	0.00	0.00	(1,785.00)
Member Payments Totals:	0	(1,785.00)	415.00	1,175.00	0.00	195.00	0.00	0.00	0.00
Tax:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total:		(1,785.00)	415.00	1,175.00	0.00	195.00	0.00	0.00	0.00

Dennis

Detail Pay Type Analysis

Receipts by Sale type - Closeout (1)

From: 11/01/2018 - 12:00:00 am To: 11/30/2018 - 11:59:59 pm

Category:	Qty	Member Charge	Cash	Credit Card	Credit Book	Check	Gift Cert	Other	Total
Club Business:									
Club Business Totals:		(1,785.00)	1,443.46	3,032.95	0.00	230.00	0.00	0.00	2,921.41
Tax:		0.00	36.64	65.90	0.00	0.00	0.00	0.00	102.54
Total:		(1,785.00)	1,480.10	3,098.85	0.00	230.00	0.00	0.00	3,023.95
Report Totals		(1,785.00)	1,443.46	3,032.95	0.00	230.00	0.00	0.00	2,921.41
Tax:		0.00	36.64	65.90	0.00	0.00	0.00	0.00	102.54
Total:		(1,785.00)	1,480.10	3,098.85	0.00	230.00	0.00	0.00	3,023.95

TO: BRADY CITY COUNCIL
FROM: STEVE THOMAS, CHIEF OF POLICE
THROUGH: KIM LENOIR, CITY MANAGER

SUBJECT: MONTHLY POLICE REPORT FOR OCTOBER 2018
DATE: NOVEMBER 14, 2018 - FISCAL YEAR 2018-2019



	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Person Crimes	27	43											70
Property Crimes	21	30											51
Narcotics Crimes	7	5											12
Disturbances	38	50											88
Felony Arrests	6	10											16
Misdemeanor Arrests	8	8											16
Suspicious Person/Vehicle	33	59											92
Felony Warrant	0	4											4
Misdemeanor Warrant	2	7											9
D.W.I.	2	2											4
Alarms	10	14											24
Agency Assist	22	37											59
Public Assist	23	18											41
Escorts	3	3											6
Animal Calls	13	8											21
Traffic Direction	3	6											9
Close Patrols	161	100											261
Civil Matters	24	24											48
Juvenile	6	5											11
Crash Investigation	16	15											31
Welfare Concerns	28	24											52
Information	20	28											48
Court	1	1											2
Citations	37	8											45
Warnings	9	25											34
Building Checks	221	199											420
Misc. Incidents	74	88											162
Supplements	2	0											2
Follow ups	11	3											14
Reports	19	28											47
Curfew Violations	0	0											0

Brady Police Department Abbreviations:

FV - Family Violence DW - Deadly Weapon PS - Public Servant FI - Financial Instrument CS - Controlled Substance BI - Bodily Injury DOC - Disorderly Conduct
DWI - Driving While Intoxicated MJ - Marijuana DD - Dangerous Drug DWL - Driving While License Suspended

BNB/Brady VFD Maintenance Fund

Date	Payee	Description	Amt	Ck #	Recurring Payment	Other Comments
Nov-16 11/1/2018	CTTC City Brady	Tower Lease Deposit from City of Brady	25.00 2,050.00	EFT DEP DEP	X	Tower Lease Monthly Sipend from City of Brady Monthly Sipand from City of Brady
10/20/2018						
11/10/2018						

TO: BRADY CITY COUNCIL
FROM: STEVE THOMAS, CHIEF OF POLICE

**SUBJECT: MONTHLY ANIMAL CONTROL REPORT FOR OCTOBER 2018
DATE: NOVEMBER 14, 2018- FINAL for FISCAL YEAR 2018-19**

Code Enforcement
Monthly Case Load
FY 2019

12/03/2018
SL

Violations

Violation	FY 16	FY 17	FY 18	FY 19
Background Info Cases	26	13	6	
Building Code Violations	14	3	6	
Dangerous Premises	16	14	17	
Depositing, Dumping, Burning	12	8	5	
Home Occupation Violation	2	0	0	
Junk and Unsightly Matter	80	115	65	
Junked Vehicle	37	47	20	
Minimum Housing Standards	3	2	15	
Noise Prohibited, Animals			0	
Non-Residential Open Storage	10	11	0	
Obstruction of Drainageway	4	0	0	
Permit Required	10	2	1	
Pool Enclosure	1	4	1	
Posting Signs on Poles		0	0	
Posting Signs on Public Property		0	0	
Acc. Bldg. prohibited in front yd		0	0	
Refrigerators and Air Tight Containe	7	5	1	
Residential Open Storage	18	19	3	
Residential Setbacks	6	0	1	
Residential RVs - No Residence	8	3	1	
Sight Visibility	4	12	0	
Unsanitary Conditions	15	16	8	
Weeds and Vegetation	187	112	49	
Zoning Ord. Use Regs Violations	1	0	2	
Monthly Totals	461	386	201	

Oct.	Nov.	Dec.	Jan	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Totals
0	0											
0	0											
0	0											
0	0											
0	0											
1	0											1
0	0											
2	0											2
0	0											
0	0											
0	0											
0	0											
0	0											
0	0											
0	0											
3	0											3
0	0											
6	0											

Cases

Open Cases at the start of month	305		659	
Complaints	209	82	65	
Pro-Active - Self Initiated	85	145	63	
Total New Cases	294	242	127	
Closed Cases	521	248	104	
Citations		43	19	
Open Cases at the end of month	78		683	

71	30											71
0	0											0
4	0											4
4	0											4
45	0											45
0	0											0
30	30											30

Utility Inspections

238

10 21

Building Permit Department Monthly Report FY 2019

Chronic Code Complaints

1306 S High (Old Hospital) – The court ordered that the owner has 120 days to demolish the property. After the 120 days if the owner fails to demolish the property the city can then demolish the property and place a lien on the owner.

Occupied Structures with No Utilities

- a) 504 E 11th
- b) 309 Irish
- c) 901 Bombay

MOTEL OCCUPANCY TAX

FY 2018 Quarter Totals

Due	Total
1st Quarter FY 18 (October - December 2017) - January 31, 2018	\$69,699.49
2nd Quarter FY 18 (January - March 2018) - April 30, 2018	\$68,539.08
3rd Quarter FY 18 (April - June 2018) - July 31, 2018	\$60,382.45
4th Quarter FY 18 (July - September 2018) - October 31, 2018	\$59,111.98
	<u>\$257,733.00</u>
Less: Texas Boll Weevil Eradication Foundation, Inc refund (1)	(\$6.37)
	<u>\$257,726.63</u>

FY 2018 Summary Collections

	Taxable Receipts	Tax @ 7%	1% Discount	Net Tax
Holiday Inn Express - 2320 S Bridge 597-1800	\$1,881,729.18	\$131,721.03	\$1,317.21	\$130,403.82
Best Western - 2200 S. Bridge 597-3997	\$1,037,703.04	\$72,639.21	\$726.39	\$71,912.82
Sunset Inn - 2108 S. Bridge 597-0789	\$425,799.51	\$29,805.97	\$175.79	\$29,630.17
Gold Key Inn - 2021 S Bridge 597-2185	\$314,144.50	\$21,990.11	\$219.84	\$21,770.26
Brady Motel - 603 W. Commerce 597-2442	\$43,826.03	\$3,067.80	\$30.65	\$3,037.13
Tenpenny Adventures, LLC - 207 W 13th 597-2602	\$420.00	\$29.40	\$0.29	\$29.11
Harper Family Venture	\$3,828.00	\$267.93	(\$48.96)	\$316.89
Trucountry Inn - 202 W.Main 800-371-4121	\$9,113.63	\$638.21	\$5.41	\$632.80
	<u>\$3,716,563.89</u>	<u>\$260,159.66</u>	<u>\$2,426.63</u>	<u>\$257,733.00</u>

FY 2018 Grants	Commitment	YTD Distributions	Payment Date
Chamber of Commerce	\$165,000.00	\$165,000.00	Monthly thru 9/01/18
Chamber of Commerce - Visitor Assessment	\$18,000.00	\$18,000.00	1/12/2018
Chamber of Commerce - Event transportation	\$4,800.00	\$1,522.08	9/30/2018
Civic Center - furniture		\$25,616.35	6/21/2018
HOT Museum	\$10,000.00	\$10,000.00	8/15/2018
TruCountry	\$10,000.00	\$9,000.00	8/30/2018
Annual Hotel Administrative Fee & Audit-MuniService	\$2,200.00	\$2,200.00	9/30/2018
YTD Total	<u>\$210,000.00</u>	<u>\$231,338.43</u>	
2018 Budget	<u>\$275,000.00</u>		

(1) TBWEF is a State Agency that is eligible for a refund of local hotel occupancy tax (Tax Code Section 156.103(b) & (c) and 156.154)

HISTORICAL COLLECTION / PAYOUT HISTORY

	2018	2017	2016	2015	2014
% CHANGE	-11.45%	40.91%	-12.54%	4.17%	19.35%
COLLECTONS	\$257,726.63	\$291,037.90	\$206,535.69	\$236,148.85	\$226,685.90
GRANTS	(\$231,338.43)	(\$219,786.14)	(\$224,778.00)	(\$185,750.00)	(\$226,685.90)
FUND BALANCE	<u>129,796.50</u>	<u>103,408.30</u>	<u>32,156.54</u>	<u>50,398.85</u>	<u>0.00</u>