



Tony Groves  
Mayor

Rey Garza  
Council Member Place 1

Missi Davis  
Council Member Place 2

Jeffrey Sutton  
Council Member Place 3

Jane Huffman  
Mayor Pro Tem  
Council Member Place 4

Jay May  
Council Member Place 5

Dennis Jobe  
Interim 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.

## **CITY OF BRADY COUNCIL AGENDA REGULAR CITY COUNCIL MEETING JULY 16, 2019 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 July 16, 2019, 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 & 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 on July 2, 2019.

### **5. PRESENTATION**

A. North Substation Transformer – Status Report – Steve Miller

B. Construction Manager-at Risk – Radium Reduction System Project – Steve Miller

C. Second Quarter Financial Report – FY 19 – Lisa Remini

### **6. PUBLIC HEARING:**

### **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 authorizing the city manager to execute a contract agreement with PLW Waterworks for Construction Manager-at-Risk (CMAR) services to implement engineering plan improvements for Radium Reduction System – Drinking Water Treatment Improvements.

- B. Discussion and summary of City Council action and if procedures and processes worked.
- C. Discussion by City Council of City improvements to be recognized.

## 8. STAFF REPORTS

- A. **Monthly Financial / Utility Reports:**
- B. **Monthly Activity Reports:** Visit Brady Report, Seniors, Golf, BPD, Fire-EMS Calls, BVFD Expense Report, Animal Control, Airport, Code Enforcement, Chronic Code Complaints, and Structures Inhabited without utilities
- C. **Upcoming Special Events/Meetings:**
  - July 18 – 9:30 a.m. - UCRA Stakeholder Meeting
  - July 26, 2019 – Denton Navarro HOG WILD, Live Oak, Texas
  - July 31 – Good News Luncheon
- D. **Upcoming City Calendar:**
  - July 16 – 4:00 p.m. - Open Meetings board Training
  - July 16, 18, 23<sup>rd</sup> – 9:00 a.m. – 4:00 p.m. Budget Work Sessions
  - July 24<sup>th</sup> & 25<sup>th</sup> – Budget Work Sessions, if necessary
  - August 29 – Annual Goat Cook-off Employee Appreciation Luncheon
  - Oct 8 -11 – TML Annual Conference, San Antonio

## 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 551.086 (Certain Public Power Utilities: Competitive Matters), the City Council will meet as the Public power utility governing body to consider and take possible action on certain competitive matters regarding the purchase of wholesale power

## 11. OPEN SESSION ACTION ON ANY ITEMS COMING OUT OF EXECUTIVE SESSION

## 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](mailto: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.

20STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The City Council of the City of Brady, Texas met in a Regular Meeting on Tuesday, July 02, 2019 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, Jay May, Missi Davis Rey Garza, and Jeffrey Sutton. City staff present were Interim City Manager Dennis Jobe, Finance Director Lisa Remini, Public Works Director Steve Miller, Police Chief Steve Thomas, Electric Superintendent Joe Solis and City Secretary Tina Keys. Also in attendance were Annita Ellison, Gregory Miller, Erick Macha, Lynn Farris, Kendall King, Coby Gee, Brent Miller, Lisa & T. Don Dodd, Teresa & Chris Liefert and Holden Majors.

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

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

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

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

#### **3. PUBLIC COMMENTS**

There were no comments

#### **4. CONSENT AGENDA**

- a. Approval of Minutes for Regular and and Work Session Meetings on June 18, 2019

Council Member Davis moved to approve the Consent Agenda. Seconded by Council Member Garza. All Council Members voted "aye" and none "nay". Motion passed with a 5 – 0 vote.

#### **5. PRESENTATIONS:**

North Substation Transformer – Status Report – Steven Miller Presented

Waste Water Treatment Plant Replacement Project – Steven Miller introduced Coby Gee, Kendall King and Brent Miller who presented to Council

#### **6. PUBLIC HEARINGS:**

There were no public hearings

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

- A. Discussion, consideration and possible action regarding approving the second and final reading of Ordinance 1276 to establish new building permit fees. Dennis Jobe presented. Council Member May moved to approve the second and final reading of Ordinance 1276. Dennis Jobe presented. Seconded by Council Member Davis. All Council Members voted "aye" and none voted "nay". Motion carried with a 5 - 0 vote.
- B. Discussion, consideration, and possible action regarding the second and final reading of Ordinance 1277 amending FY 2018-19 Budget, including fund transfers. Lisa Remini presented. Council Member Davis moved to approve the second and final reading of Ordinance 1277. Seconded by Council Member Huffman. All Council Members voted "aye" and none voted "nay". Motion passed with a 5 - 0 vote.

- C. Discussion, consideration and possible action regarding Ordinance 1278 authorizing the issuance of \$8,400,000 "City of Brady, Texas Combination Tax and Surplus Waterworks and Sewer System Revenue Certificates of Obligation, Series 2019A"; authorizing the sale thereof; enacting provisions incident and related to the issuance of said certificates. Lisa Remini presented. Council Member Garza moved to approve Ordinance 1278. Seconded by Council Member Davis. All Council Members voted "aye" and none "nay". Motion passed with a 5 – 0 vote.
- D. Discussion, consideration and possible action regarding Ordinance 1279 authorizing the issuance of \$2,035,000 "City of Brady, Texas Combination Tax and Surplus Waterworks and Sewer System Revenue Certificates of Obligation, Series 2019B"; authorizing the sale thereof; enacting provisions incident and related to the issuance of said certificates. Lisa Remini presented. Council Member May moved to approve Ordinance 1279. Seconded by Council Member Garza. All Council Members voted "aye" and none "nay". Motion passed with a 5 – 0 vote.
- E. Discussion, consideration and possible action regarding Resolution 2019-029 concerning a principal forgiveness agreement with the Texas Water Development Board in the approximate amount of \$4,250,000; accepting the terms of the financial assistance from the state agency; and, authorizing officials of the City to execute the agreement. Lisa Remini presented. Council Member Garza moved to approve Resolution 2019-029. Seconded by Council Member Huffman. All Council Members voted "aye" and none "nay". Motion passed with a 5 – 0 vote.
- F. Discussion, consideration and possible action authorizing the city manager to execute an engineering amendment with Freese and Nichols, Inc. for construction phase services related to the construction and startup of the proposed new WWTP. Steven Miller presented. Council Member May moved to authorize the city manager. Seconded by Council Member Sutton. All Council Members voted "aye" and none "nay". Motion passed with a 5 – 0 vote.
- G. Discussion and summary of City Council action and if procedures and processes worked. Mayor Groves apologized for if he was intense and raising his voice.
- H. Discussion of a City improvement recognized by City Council. There was no discussion.

## **8. STAFF REPORTS**

### **A. Upcoming Special Events/Meetings:**

July 6 – 10am - 93<sup>rd</sup> July Jubilee Parade – Downtown Square  
July 26, 2019 – Denton Navarro HOG WILD, Live Oak, Texas

### **B. Upcoming City Calendar:**

June 21-22 – Juneteenth, Willie Washington Park  
July 16, 18, 23<sup>rd</sup> – 9:00 a.m. – 4:00 p.m. Budget Work Sessions  
July 24<sup>th</sup> & 25<sup>th</sup> – Budget Work Sessions, if necessary  
August 7 – 8, West Texas Legislative Summit, San Angelo  
August 29 – Annual Goat Cook-off Employee Appreciation Luncheon

## **9. ANNOUNCEMENTS**

**10. EXECUTIVE SESSION**

There was no Executive Session

**11. OPEN SESSION ACTION ON ANY ITEMS COMING OUT OF EXECUTIVE SESSION**

None

**12. ADJOURNMENT**

There being no further business, the Mayor adjourned the meeting at 7:11 p.m.

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

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

# **NORTH TRANSFORMER STATUS REPORT**

- **FREIGHTED TO KANSAS**
- **CITY ESTIMATE SEQUENCES**







# FIRST ESTIMATE SEQUENCE

## NORTH SUBSTATION TRANSFORMER EMERGENCY REPLACEMENT

LCRA email dated 5/21/2019

Preliminary Budget (modified) -

Activity/Description	OPPC
New Transformer Purchase	\$511,000.00
LCRA Field Services - installation and startup	\$250,000.00
subtotal	\$761,000.00
Contingency @ 20%	\$152,200.00
subtotal	\$913,200.00A
LCRA Engineering & Procurement - site visit, design, specifications	\$50,000.00B
Total OPPC	\$963,200.00A+B
Mobile Transformer Unit - mobilization & demobilization	\$50,000.00
Grand Total	\$1,013,200.00
Proposed Budget Amendment	\$1,000,000.00

## NORTH SUBSTATION TRANSFORMER EMERGENCY REPLACEMENT

LCRA email dated 6/7/2019

Preliminary Budget (modified) -

Activity/Description	OPPC
Used Transformer Purchase	\$350,000.00
LCRA Field Services - installation and startup	\$250,000.00
subtotal	\$600,000.00
Contingency @ 10%	\$60,000.00
subtotal	\$660,000.00A
LCRA Engineering & Procurement - site visit, design, specifications	\$36,000.00B
Total OPPC	\$696,000.00A+B
Mobile Transformer Unit - mobilization & demobilization	\$50,000.00
Grand Total	\$746,000.00
Proposed Budget Amendment	\$750,000.00

# 2ND ESTIMATE SEQUENCE

## NORTH SUBSTATION TRANSFORMER EMERGENCY REPLACEMENT

LCRA emails		
Preliminary Budget (modified) -		
Activity/Description		OPPC
Used Transformer Purchase		\$337,000.00
LCRA Field Services – Installation and startup		
	subtotal	\$60,000.00
	Contingency	\$397,000.00
	subtotal	\$60,000.00
		\$457,000.00A
LCRA Engineering & Procurement – site visit, design, specifications		
		\$36,000.00B
	Subtotal	\$493,000.00A+B
Mobile Transformer Unit – mobilization & demobilization		
		\$50,000.00
	Total	\$543,000.00
Proposed Budget Amendment		\$750,000.00

## NORTH SUBSTATION TRANSFORMER EMERGENCY REPLACEMENT

LCRA emails		
Preliminary Budget (modified) -		
Activity/Description		OPPC
New Transformer Purchase		\$511,000.00
LCRA Field Services – Installation and startup		
	subtotal	\$60,000.00
	Contingency	\$571,000.00
	subtotal	\$60,000.00
		\$631,000.00A
LCRA Engineering & Procurement – site visit, design, specifications		
		\$36,000.00B
	Subtotal	\$667,000.00A+B
Mobile Transformer Unit – mobilization & demobilization		
		\$50,000.00
	Total	\$717,000.00
Proposed Budget Amendment		\$750,000.00

# ACTUAL EXPENDITURES TO DATE

VENDOR	AMOUNT	PO #	DESCRIPTION
LCRA	\$ 20,000.00	14-02256	Integrity Test
LCRA	\$ 36,000.00	14-02262	Engineering
3D CRANE	\$ 4,040.00	14-02265	Crane Service
LCRA	<u>\$ 35,000.00</u>	14-02266	Dismantle Transformer
	\$ 95,040.00		

 **BRADY**  
THE CITY OF  
TEXAS


## Construction Manager-at-Risk Project Overview

*City of Brady Radium Reduction Project*

July 16, 2019




 **eht**

 **BRADY**  
THE CITY OF  
TEXAS


## Presentation Outline

- Project Improvements Summary
- Construction Delivery Approach
- Current Proposed Schedule
- Project Kickoff Groundbreaking
- Questions


 **eht**




## Project Improvements Summary

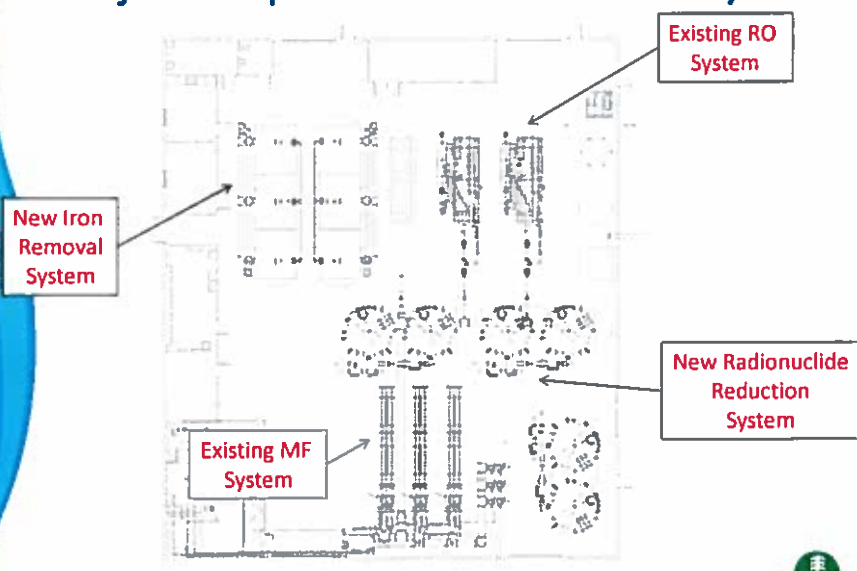


- **Contract A –Elevated Storage Tanks**
  - 500,000-Gallon at 2028 Tank Site
  - 100,000-Gallon at Curtis Field
  - Demolition of one older EST
    - Pine Street Elevated Tank
- **Contract B – Water Transmission System**
- **Contract C – Radium Reduction System and SWTP Improvements**
- **Contract D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




## Project Improvements Summary



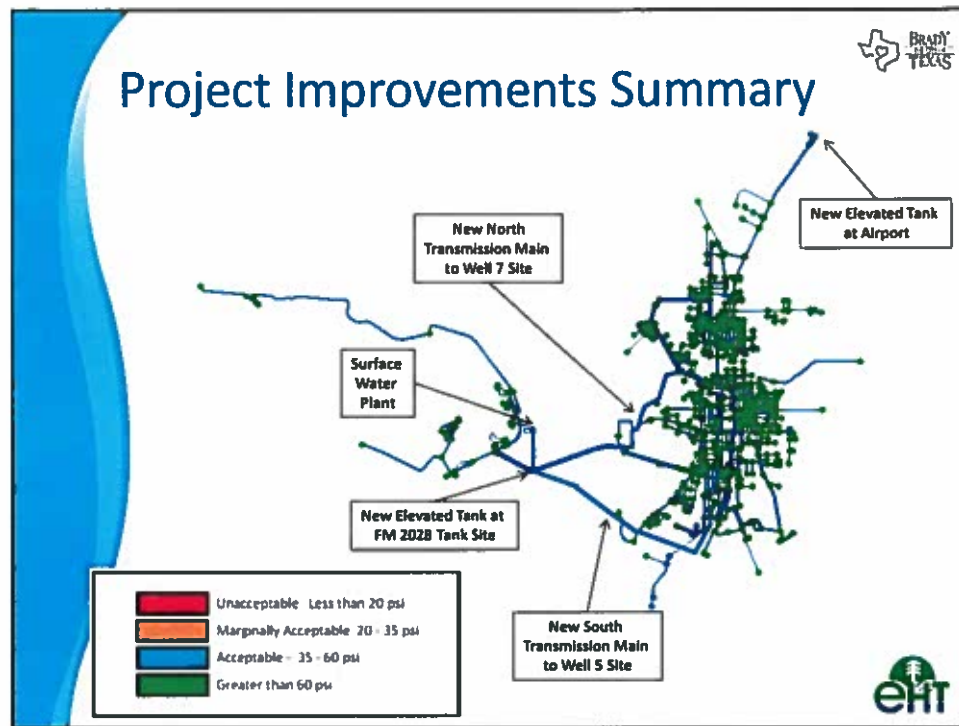


The diagram is a site plan showing various industrial structures and piping. Four specific areas are highlighted with red text boxes and arrows pointing to them:

- New Iron Removal System:** Located on the left side of the plan, pointing to a cluster of rectangular tanks.
- Existing RO System:** Located in the upper right quadrant, pointing to a rectangular structure.
- Existing MF System:** Located in the lower left quadrant, pointing to a rectangular structure.
- New Radionuclide Reduction System:** Located in the lower right quadrant, pointing to a circular structure.







## Construction Delivery Approach - 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 Overlapping Areas of Responsibility
- CMAR offers the Best Opportunity for Savings

Logos for Brady, Texas and EHT are present in the top right and bottom right corners respectively.

## Construction Delivery Approach - CMAR



- CMAR Procurement: Texas State Statute – Government Code, Chapter 2269, Construction Manager-at-Risk Method
- Advertisement of Request for Proposals (RFP) for Selection of a Qualified CMAR Contractor
- Pre-Proposal Meeting, Contractor Questions and Proposal Opening
- Evaluation of Proposals on Cost and Non-Cost Factors
- Recommendation of Award with City and TWDB
- Construction Kickoff with Selected CMAR Contractor



## Construction Delivery Approach - CMAR



- CMAR Delivery Process:
- The Referenced Four (4) Construction Contracts can be Divided into Equipment Procurement Packages and Construction Packages
- Equipment Procurement Packages Allow for Competitive Proposals for Equipment to Allow for Cost and Non-Cost Factors – “Best Value”
- Construction Packages Must be Competitively Procured, with Options for the CMAR to Construct or to Manage Construction of the Package by a Subcontractor
- Equipment and Construction Packages are Combined into a Guaranteed Maximum Price (GMP)
- GMP Process Allows for Flexibility in Purchasing Equipment and Completing Construction While Staying Within Budget!



## Construction Delivery Approach - CMAR



- Introduction of Proposed CMAR Contractor:
- PLW Waterworks – Formerly Pepper Lawson Waterworks
  - Backed by Webber Construction, Cadagua Waterworks and Ferrovial
    - **Statewide, National and International Water and Wastewater Experience**
- Significant Water and Wastewater Experience in Texas
- Successful Water and Wastewater Projects with eHT
  - City of Abilene – Hamby Water Reclamation Facility
  - City of Abilene – Possum Kingdom Raw Water Roughing Facility
  - City of Granbury – Phase I Water Distribution System Improvements
  - City of Granbury – Phase II Water Treatment Plant Improvements
  - City of Granbury – Phase I Wastewater System Improvements



## Current Proposed Schedule



- **Construction Planning Services**
  - Completion in October 2019
- **Contract A (Elevated Storage) Construction**
  - Completion in September 2021
- **Contract B (Transmission) Construction**
  - Completion in May 2022
- **Contract C (Treatment) Construction**
  - Completion in April 2021
- **Contract D (Ground Storage) Construction**
  - Completion in September 2020



## Project Kickoff Groundbreaking



### ➤ Kickoff Ceremony at Water Treatment Plant

- Opportunity for WTP Open House with City Council and Rate-payers and Public
- Stakeholders – invitation to TWDB, EPA



## *Questions & Answers*





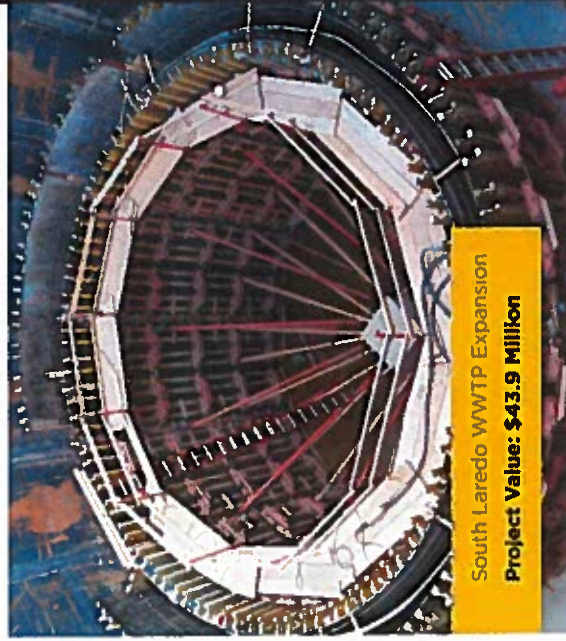
# BEFORE YOU DELIVER WATER, YOU NEED TO UNDERSTAND FLOW.

Most challenges with water projects come long before you put a shovel in the ground. You need a partner with the experience to understand long-term goals and the vision to know how to get you there.

PLW Waterworks - formerly Pepper Lawson Waterworks - puts its expertise to work exposing hidden obstacles before they have a chance to impact the job and we put passion to work on every project we build.

From conception to completion, we have what it takes to make your project a success.

Learn more at [plwUS.com](http://plwUS.com).



South Laredo WWTTP Expansion  
Project Value: \$43.9 Million

# INTELLIGENT INFRASTRUCTURE STARTS HERE

## More than 25 Years in Waterworks

PLW Waterworks is an innovative waterworks infrastructure construction management and general contractor serving municipalities, water districts and water authorities across Texas since 1993. PLW Waterworks specializes in water purification, treatment, reuse and desalination systems using design-bid-build as well as alternative delivery methods to help bring fresh water to millions of Americans every day.

Headquartered in Houston, PLW Waterworks is part of the Webber group of companies. Founded in 1963, Webber is one of the largest general contractors in Texas and known for its award winning projects in transportation, waterworks and commercial construction. Webber also specializes in environmentally friendly and recycled construction materials that eliminate the use of about 1.5 million cubic yards of landfill space annually while supplying contractors with quality recycled and locally sourced materials.



[plwUS.com](http://plwUS.com)

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2016 WATERUSE PROJECT OF THE YEAR  
2016 ENR TEXAS & LOUISIANA BEST PROJECT WINNER  
- WATER / ENVIRONMENT  
City of Abilene Hamby Water Reclamation Facility  
Project Value: \$86 Million

**plw**  
waterworks



## PLW Waterworks

An innovative waterworks infrastructure construction management and general contractor company based in Texas serving municipalities, water districts and water authorities since 1993. PLW Waterworks specializes in the waterworks market using design-bid-build as well as alternative deliveries; construction manager-at-risk (CMAR), design-build and competitive sealed proposal methods.



Pearl and Reflection Bay Water Reclamation Facility  
**Project Value: \$44.7 Million**

## Managing the Unknown

Our team has honed our expertise through decades in the field. Whether its construction management, design-build or emerging delivery methods - we excel in delivering the most effective construction experience from preconstruction to startup, from accurate estimating to field coordination. But it's the unprecedented aspects of an ambitious project that activates our passion and partnership. Beyond fresh thinking and creative solutions, waterworks requires commitment and accountability.

Our deeply held values - Innovation, Integrity, Safety, Collaboration and Excellence - drives every decision we make along the way. Because part of looking forward is looking after what matters most - our partners and our people.

## Innovation and Excellence at Work

When the City of Abilene needed a Construction Manager that could evolve 15 conceptual drawings into more than 650 installations and condense a three-year process to less than one year for the Hamby CMAR water reuse project, they chose PLW Waterworks. When the water began to flow into an Abilene lake, meeting the unbelievable deadline, it changed the quality of life for 150,000 people who had been under severe drought conditions. This is the heart of what PLW Waterworks strives for - improving the quality of life for the communities we live and work in.



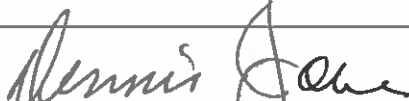
1.3 trillion gallons produced monthly  
Aguila / Guadalupe Desalination Plant  
**Project Value: \$238.7 Million**

## Charting a New Path

The waterworks industry holds the potential to impact communities like no other. It's a responsibility we take seriously. To better deliver on our core values, we have brought the international waterworks knowledge of Ferrovial's Cadagua waterworks division, and the resources and manpower of our parent company, Webber, to create PLW Waterworks which will help us better serve our clients while expanding the footprint in which we operate within.

West Travis County Regional WTP Expansion  
**Project Value: \$17 Million**

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

<b>AGENDA DATE:</b>	7-16-19	<b>AGENDA ITEM</b>	5.
<b>AGENDA SUBJECT:</b>	Third Quarter Financial Report – FY 19		
<b>PREPARED BY:</b>	Lisa Remini	<b>Date Submitted:</b>	7-9-19
<b>EXHIBITS:</b>	Financial Report as of June 30, 2019 Fund Balance and Cash Reconciliation Reconciled Cash and Utility Billing Summary Sales Tax Chart by Fiscal Year Utility Customer Service Reports BVFD activity report on City grant funding		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>		\$00.00
	<b>Amount Budgeted:</b>		\$00.00
	<b>Appropriation Required:</b>		\$00.00
<b>CITY MANAGER APPROVAL:</b>			

**SUMMARY:**

Financial Reports for second quarter-end (75%) of FY 19 have been emailed to you for review and placed on the website for public view.

City Sales Tax collections through June 30, 2019 total \$745,621.50, and are 78% of budget projections; however, total collections are \$18,866 less than last year at this time.

Current Property tax collections total \$867,362 and are at 98% of budget projections.

Revenues for the city's core funds: General, Gas, Solid Waste and Utility Support are on track with budget goals. Water sales continue to be lower than last year at this time with revenues at 65%, or about 10% short of budget goals. Mild weather has also hampered Electric sales which are at 68% or about 10% short of budget goals too. The bond proceeds for the water infrastructure improvement project has been fully funded. The clean water bond and grant funds are scheduled to close early August.

Expenditures for the city's core funds are tracking appropriately and are all below the 75 percentile bench mark.

**SPECIAL NOTE:**

Upon successful completion of closing on a \$2 million interest free note, a low interest rate note at \$8.4 million, and receiving an additional \$4.2 million in grant funding for the waste water treatment plant improvements, the city saved about \$11.6 million in debt service payments by going through the Texas Water Development Board funding programs compared to funding on the open market.

**RECOMMENDED ACTION:**

This item is for discussion purposes only.

CITY OF BRADY  
MONTHLY FINANCIAL REPORT  
AS OF: JUNE 30TH, 2019

75.00% OF FISCAL YEAR

	CURRENT BUDGET	YEAR TO DATE ACTUAL	% TO DATE	YEAR TO DATE PRIOR YEAR
BEGINNING FUND BALANCE & NET WORKING CAPITAL	13,795,211.94	13,795,211.94		13,668,169.01
<u>REVENUES</u>				
10 -GENERAL FUND	7,357,083.00	6,566,241.48	89.25	6,234,432.51
20 -ELECTRIC FUND	7,295,410.00	5,007,680.61	68.64	5,435,550.82
30 -WATER / SEWER FUND	3,819,625.00	2,488,968.22	65.16	5,163,373.90
33 -WATER CONSTRUCTION FU	28,905,000.00	28,905,000.00	100.00	0.00
35 -WWTP CONSTRUCTION FUN	14,685,000.00	0.00	0.00	0.00
40 -GAS FUND	1,085,800.00	952,894.50	87.76	1,096,048.28
50 -UTILITY SUPPORT FUND	660,400.00	504,377.29	76.37	360,257.13
60 -SOLID WASTE FUND	1,208,000.00	905,692.98	74.97	870,253.68
80 -SPECIAL REVENUE FUND	1,561,792.00	364,907.89	23.36	939,855.67
81 -CEMETERY FUND	106,100.00	140,479.59	132.40	0.00
82 -HOTEL/MOTEL FUND	309,796.00	225,089.98	72.66	0.00
83 -SPECIAL PURPOSE FUND	<u>34,700.00</u>	<u>34,889.73</u>	<u>100.55</u>	<u>0.00</u>
TOTAL REVENUES	67,028,706.00	46,096,222.27	68.77	20,099,771.99
<u>EXPENDITURES</u>				
10 -GENERAL FUND	8,230,168.00	5,677,915.85	68.99	5,498,928.05
20 -ELECTRIC FUND	8,218,890.00	5,077,968.35	61.78	8,701,740.18
30 -WATER / SEWER FUND	4,559,520.00	2,446,954.61	53.67	2,344,007.35
33 -WATER CONSTRUCTION FU	13,685,537.00	340,537.00	2.49	0.00
35 -WWTP CONSTRUCTION FUN	4,250,000.00	0.00	0.00	0.00
40 -GAS FUND	1,319,180.00	952,015.25	72.17	1,362,038.14
50 -UTILITY SUPPORT FUND	701,033.00	504,240.81	71.93	353,080.84
60 -SOLID WASTE FUND	1,327,928.00	917,996.35	69.13	930,062.60
80 -SPECIAL REVENUE FUND	2,130,082.00	1,270,647.03	59.65	715,366.05
81 -CEMETERY FUND	92,110.00	38,703.05	42.02	0.00
82 -HOTEL/MOTEL FUND	244,900.00	97,413.40	39.78	0.00
83 -SPECIAL PURPOSE FUND	<u>7,000.00</u>	<u>1,494.00</u>	<u>21.34</u>	<u>0.00</u>
TOTAL EXPENDITURES	44,766,348.00	17,325,885.70	38.70	19,905,223.21
REVENUES OVER/(UNDER) EXPENDITURES	22,262,358.00	28,770,336.57		194,548.78
ENDING FUND BALANCE & NET WORKING CAPITAL	36,057,569.94	<span style="border: 1px solid black;">42,565,548.51</span>		13,862,717.79

**FUND BALANCE AND CASH RECONCILEMENT**

As of: June 30, 2019

		<b>Total Cash</b>
<hr/>		
<b>BRADY NATIONAL BANK</b>		
Operating Account	#100677	\$ 13,771,033.22
Airport Account	#172791	\$ 83,087.53
CW - WWTP Construction	#103671	\$ 8,907.48
DW Construction - 2013	#104828	\$ 1,235.99
DW Construction - 2019	#116889	\$ -
Sinking Fund 2000	#172890	\$ 37,221.29
Sinking Fund 2012 - Refunding	#103069	\$ 173,798.39
Sinking Fund 2012 - WWTP	#103663	\$ 106,214.39
Sinking Fund 2013 - DW	#105770	\$ 31,070.44
Drug Seizure FDS	#172668	\$ 10,782.54
Police Educational	#172700	\$ 9,724.33
Court Security	#102533	\$ 7,462.17
Court Technology	#102541	\$ 4,173.15
Community Development Block	#172627	\$ -
Cash on Hand		\$ 1,960.00
Bank Balances - Interest rate 2.59%	Subtotal	\$ <u>14,246,670.92</u>
Certificate of Deposit at CNB		\$ -
BOKF, NA Escrow Account - CO 2012 CW Project		\$ 163,617.50
BOKF, NA Escrow Account - LF 2012 CW Project		\$ -
BOKF, NA Escrow Account - EDAP 2015 DW Project		\$ 79,216.33
BOKF, NA Escrow Account - CO 2019 DW Project		\$ 10,524,463.00
BOKF, NA Escrow Account - LF 2019 DW Project		\$ 4,695,000.00
BOKF, NA Escrow Account - EDAP 2019 DW Project		\$ 13,345,000.00
	Subtotal	\$ <u>28,807,296.83</u>
<b>TOTAL CASH BALANCES RECONCILED</b>		<b>43,053,967.75</b>
<b>6-30-19 GENERAL LEDGER</b>		
Total Current Non-Cash Assets - All Funds		826,207.22
(Total Current Liabilities - All Funds)		(1,314,626.46)
<u>Total Fund Balance / Net Working Capital</u>		<u>42,565,548.51</u>



## Fiscal Year 18-19

Fiscal Year 18-19



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

09/30/2020



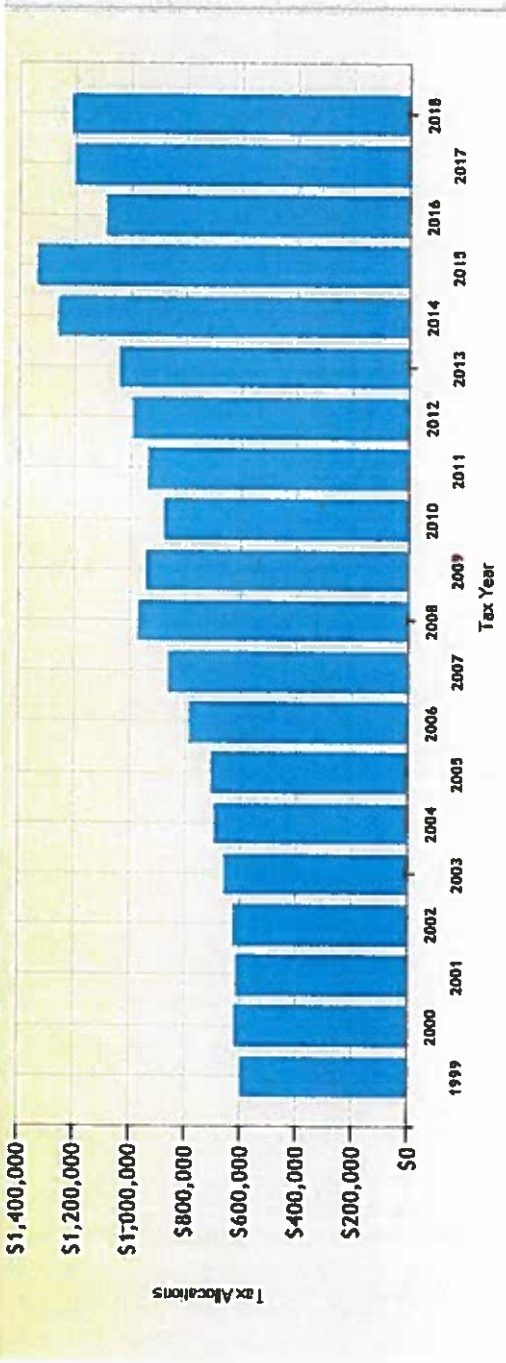
Submit

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	\$99,563	\$102,849	\$102,877	\$97,257	\$96,793	\$108,828	\$94,204	\$0	\$0	\$0	\$908,942
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	\$84,448	\$82,176	\$91,353	\$87,852	\$1,026,002
2012	\$76,182	\$79,173	\$73,628	\$81,661	\$100,901	\$64,794	\$79,473	\$88,392	\$76,641	\$60,890	\$87,159	\$105,230	\$974,124
2011	\$78,998	\$93,104	\$65,476	\$83,507	\$93,953	\$70,399	\$72,121	\$81,841	\$76,174	\$71,819	\$84,522	\$71,003	\$942,918
2010	\$70,849	\$72,537	\$66,287	\$69,364	\$86,286	\$70,868	\$54,779	\$73,192	\$69,685	\$64,455	\$93,443	\$58,872	\$850,618

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Sales Tax Charts - Brady, City of (General Obligation Debt)



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**CITY OF BRADY  
CITY COUNCIL CORRESPONDENCE**

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**TO: MAYOR AND COUNCIL**

**FROM: FINANCE / UTILITY DEPARTMENTS**

**SUBJECT: MONTHLY CUSTOMER SERVICE REPORT**

**DATE: June 30, 2019**

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SERVICES	FISCAL YEAR 2019											
	October	November	December	January	February	March	April	May	June	July	August	September
Received Phone Calls	863	919	840	955	954	922	1007	952	829			
Returned Calls	36	61	46	64	69	46	57	37	20			
Residential Apps	29	37	33	33	42	33	32	37	32			
Commercial Apps	0	1	3	2	0	1	12	0	2			
Service Orders	159	188	228	210	193	186	218	175	127			
Utility Onsite Payments	1280	1284	1189	1221	1138	1190	1160	1300	1106			
Utility Mail Payments	655	693	643	803	668	745	690	664	617			
Utility Online Payments	515	503	497	494	450	507	499	530	457			
Utility Draft Payments	467	466	471	475	470	469	467	474	470			

# SERVICE ORDER REPORT FY 18-19

TOTALS BY JOB CODE	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
BTP - BULK TRASH PICKUP	0	0	0	1	0	0	1	2	0				4
CC - BRUSH CHIPPING	0	0	1	0	1	0	1	3	8				14
CHG - SERVICE CHANGE	1	2	2	2	5	4	2	8	4				30
CON - CONNECT SERVICE	21	22	19	31	25	34	26	34	19				231
DEMO - DEMILITION (New Code Added)				0	1	0	0	0	0				
DIS - DISCONNECT SERVICE	29	26	23	25	45	29	42	27	27				273
DMP - DUMPSTER SERVICE CHANG	3	4	0	1	4	1	3	0	1				17
EOUT - ELECTRIC OUTAGE	5	2	6	2	2	0	1	5	1				24
FD - FORCED DISCONNECT	24	26	28	23	24	29	43	32	38				267
GL - GAS LEAK	4	5	6	2	2	2	0	0	0				21
GOUT - GAS OUTAGE	1	0	0	0	0	0	1	0	0				2
MCE - ELECTRIC METER CHANGEOUT	4	3	5	0	0	3	6	2	2				25
MCG - GAS METER CHANGEOUT	2	3	5	2	4	2	0	1	1				20
MCW - WATER METER CHANGEOUT	4	4	7	10	4	6	7	4	6				52
MISC - MISCELLANEOUS	20	14	17	22	13	17	20	19	15				157
NONCO - NON COMPLIANCE CODE	0	0	0	1	0	1	0	0	0				2
NONPAY- DISCONNECT FOR NON PAY	28	20	17	21	32	21	24	15	30				208
PH - STREET POTHOLES	4	6	1	2	0	1	0	1	1				16
PL - PILOT LIGHT ON/OFF	7	4	1	0	1	2	0	0	2				17
PLY - POLYCARB SVC CHANGE	11	20	19	17	19	24	22	15	31				178
PULL - PULL METER	5	9	6	15	1	5	15	1	1				58
RC - CHECK READ	34	30	42	35	28	20	30	27	19				265
REINS - REINSTATEMENT OF SERVICE	23	11	13	16	16	13	13	12	20				137
SBU - SEWER BACK UP	0	3	0	1	2	2	3	2	1				14
SC - STRBET CUTS FOR TAPS	0	0	0	0	0	0	0	0	0				0
SL - SECURITY LIGHTS REPAIR	4	2	2	3	3	5	3	3	2				27
TT - TREE TRIMMING	1	0	2	1	1	0	1	0	1				7
WL - WATER LEAK	7	14	13	6	8	13	6	10	5				82
WOUT - WATER OUTAGE	0	0	0	0	2	0	0	0	1				3
TOTAL ALL CODES	242	230	235	239	243	234	270	223	236	0	0	0	2151

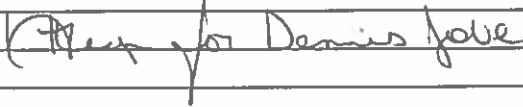
SERVICE ORDER DELEGATION BY GROUP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
CODE ENFORCEMENT	0	0	0	0	0	1	0	0	0				0
ELECTRIC	17	10	22	11	10	14	16	25	16				141
GAS	15	17	15	10	12	7	5	5	7				93
METER TECHNICIAN	170	145	148	170	174	156	200	152	157				1472
PPM						1	0	1	0				
SOLID WASTE	14	24	21	23	25	25	25	15	32				204
STREETS	9	6	2	3	3	1	4	7	9				44
WATER	17	28	27	22	19	29	20	18	15				195
TOTAL	242	230	235	239	243	234	270	223	236				2149

Date	Payee	Description	Amt	Chk #	Recurring Payment	Other Comments

[illegible]



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

<b>AGENDA DATE:</b>	7/16/2019	<b>AGENDA ITEM</b>	7.A.
<b>AGENDA SUBJECT:</b>	Discussion, consideration and possible action authorizing the city manager to execute a contract agreement with PLW Waterworks for Construction Manager-at-Risk (CMAR) services to implement engineering plan improvements for Radium Reduction System – Drinking Water Treatment Improvements.		
<b>PREPARED BY:</b>	S. Miller/K. Kindle	<b>Date Submitted:</b>	07/11/2019
<b>EXHIBITS:</b>	Draft CMAR Agreement; and Fee & Rate Proposals		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	<b>\$88,180.00</b>	
	<b>Amount Budgeted:</b>	<b>\$88,180.00</b>	
	<b>Appropriation Required:</b>	<b>\$00.00</b>	
<b>CITY MANAGER APPROVAL:</b>			

**SUMMARY:**

On June 13, 2019 (Thursday) sealed proposals were received at city hall as duly advertised and solicited for qualified firms to submit statements of qualifications and experience for CMAR services including a fee & rate proposal. As part of the solicitation process and in order to be qualified to submit sealed proposals, interested firms had to attend a mandatory site visit to Brady held on May 23, 2019 (Thursday). In attendance at this meeting were three Texas based firms identified as **Asset Protection Group, PLW Waterworks and Garney Companies, Inc.** Sealed proposals (two envelopes: 1 – qualification statement and 2 – fee & rate proposal) were received from two of the three firms or PLW Waterworks and Garney Companies, Inc. Under state requirements for solicitation for CMAR services certain ranking factors were made part of the proposal document for CMAR services as follows:

- Experience and Capabilities
  - Construction Manager-at-Risk/Other Firms [10%]
  - Key Personnel [15%]
- Organization, Management and Safety, Quality [ 5%]
- Project Approach and Staffing Plan [40%]
- Fee and Rate Proposal [30%]

In ranking the proposals, a 100-point scale was derived based on the percentages shown. City staff review team (City Manager, Project Manager, W/WW Superintendent, WWTP Superintendent and Mayor) took the above factors into consideration and first ranked the two (2) firms based on the their statements of qualifications only. City review team then met with Enprotec / Hibbs & Todd in Abilene to discuss each of the firms fee & rate proposals (exhibits). Based on the outcome of these discussions and city team ranking points the following final ranking table was compiled.

# **RFP CMAR Services - Radium Reduction System, Water Treatment**

Evaluation Descriptions & Value	Selection Members / Vendors	Garney Companies, Inc.	PLW Waterworks
<b>Experience and capabilities: CMAR/Other Firms 10%</b>	City Mgr.	8	7
	Myr.	9	7
	Prj.Mgr.	9	8
	W/WW Supt.	8	10
	WWTP Supt.	9.5	9
	average	8.7	8.2
	category ranking	1	2
<b>Experience and capabilities: Key Personnel 15%</b>	City Mgr.	10.5	10.5
	Myr.	13.5	10.5
	Prj.Mgr.	14	12
	W/WW Supt.	12	14
	WWTP Supt.	9.5	9
	average	11.9	11.2
	category ranking	1	2
<b>Organization, Management and Safety, Quality 5%</b>	City Mgr.	3.5	3.5
	Myr.	4.5	3.5
	Prj.Mgr.	4	4
	W/WW Supt.	4	5
	WWTP Supt.	4.8	4.5
	average	4.2	4.1
	category ranking	1	2
<b>Project Approach and Staffing Plan 40%</b>	City Mgr.	28	24
	Myr.	36	28
	Prj.Mgr.	39	35
	W/WW Supt.	38	35
	WWTP Supt.	39.5	37
	average	36.1	31.8
	category ranking	1	2
<b>Fee and Rate Proposal 30%</b>	City Mgr.	0	29
	Myr.	16	29
	Prj.Mgr.	10	29
	W/WW Supt.	0	30
	WWTP Supt.	21	28
	average	9.4	29
	category ranking	2	1
<b>SUMMARY</b>			
	City Mgr.	50	74
	Myr.	79	78
	Prj.Mgr.	76	88
	W/WW Supt.	62	94
	WWTP Supt.	84.3	87.5
	TOTAL	351.3	421.5
	TOTAL SCORE (/5)	70.3	84.3
	RANKING	2	1

Based on the information provided by both qualified firms and the city's team review, it is recommended to city council for their consideration to award CMAR services to PLW Waterworks, The Woodlands, Texas.

**RECOMMENDED ACTION:**

**Mayor:** Do I have a motion to authorize the city manager to execute a contract agreement with PLW Waterworks for Construction Manager-at-Risk services to initiate construction phase activities for the Radium Reduction System – Drinking Water Treatment Project in the amount of **\$88,180.00** for Planning Support Services Fee; and Construction Phase Services Rate at **5%** for all Construction Work with an estimated total value of **\$25.0 Million Dollars** (less Planning Support Services Fee)?

**Mayor calls for a motion:**

Move to approve.

---

**AGREEMENT BETWEEN OWNER AND  
CONSTRUCTION MANAGER AT RISK  
WITH A GUARANTEED MAXIMUM PRICE**

**Radium Reduction Project**

**City of Brady, TX**



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# Agreement Between Owner and Construction Manager At-Risk with a Guaranteed Maximum Price

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This **AGREEMENT** is made as of the \_\_\_\_ day of \_\_\_\_\_ in the year of 2019, by and between the following parties, for services in connection with the Project identified below:

**OWNER:**

*(Name and address)*

City of Brady  
201 E Main Street  
Brady, TX 76825

**CONSTRUCTION MANAGER AT-RISK (CMAR):**

*(Name and address)*

**PROJECT:**

*(Include Project name and location as it will appear in the Contract Documents)*

Radium Reduction Project

In consideration of the mutual covenants and obligations contained herein, Owner and CMAR agree as set forth herein.

## **Article 1**

### **Scope of Work**

**1.1** CMAR shall perform all construction services, and provide all material, equipment, tools and labor, supplies, temporary facilities, and incidentals necessary to complete the Work described in and reasonably inferable from the Contract Documents.

## **Article 2**

### **Contract Documents**

**2.1** The Contract Documents are comprised of the following:

**2.1.1** All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with *General Conditions of Contract Between Owner and CMAR* ("General Conditions of Contract"), as edited and issued dated March 18, 2019;

**2.1.2** The GMP Exhibits accepted by Owner in accordance with Section 6.6.1 herein;

**2.1.3** This Agreement, including all exhibits but excluding, if applicable, the GMP Exhibits;

**2.1.4** The General Conditions of Contract as edited and issued dated March 18, 2019;

**2.1.5** The Supplementary Conditions; and

**2.1.6** Construction Documents prepared by the Design Engineer.

## **Article 3**

### **Interpretation and Intent**

**3.1** CMAR and Owner, prior to execution of the Agreement (and again, if applicable, at the time of acceptance of GMP Proposals by Owner in accordance with Section 6.6.1 herein), shall carefully review all the Contract Documents, including the various documents comprising the Construction Documents, for any conflicts or ambiguities. CMAR and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement or, if applicable, prior to Owner's acceptance of any GMP Proposal.

**3.2** The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, or if applicable, after Owner's acceptance of a GMP Proposal, CMAR and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 herein.

**3.3** Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions and Supplementary Conditions of Contract.

3.4 The Contract Documents form the entire agreement between Owner and CMAR and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

## **Article 4**

### **Reserved**

## **Article 5**

### **Contract Time**

5.1 **Date of Commencement.** The Work shall commence within five (5) days of CMAR's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 **Substantial Completion and Final Completion.**

5.2.1 Substantial Completion for the Planning Phase Services shall be achieved no later than August 30, 2019 ("Scheduled Planning Phase Substantial Completion Date").

5.2.2 Substantial Completion for the Work shall be achieved no later than August 30, 2021 ("Scheduled Improvements Substantial Completion Date").

5.2.3 Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") may be established as part of a GMP Exhibit.

5.2.4 Final Completion of the Work or identified portions of the Work thereof, and resolution of all unresolved claims shall be achieved within 120 days from the Substantial Completion date for the entire Work. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

5.2.5 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment only in accordance with the General Conditions of Contract.

5.3 **Time is of the Essence.** Owner and CMAR mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 **Liquidated Damages.** CMAR understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, or by any established Scheduled Interim Milestone Dates, Owner will suffer damages which are difficult to determine and accurately specify. CMAR agrees that if Substantial Completion is not attained by the Scheduled Substantial Completion Date or by any established Scheduled Interim Milestone Dates (the "LD Date"), CMAR shall pay Owner one thousand Dollars (\$1,000.00) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

CMAR understands that if Final Completion is not achieved within one hundred twenty (120) days of the Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. CMAR agrees that if Final Completion is not achieved within one hundred twenty (120) days of Substantial Completion, CMAR shall pay to Owner one thousand Dollars (\$1,000.00), as liquidated damages for each calendar day that Final Completion is delayed beyond the above-referenced number of days.

## **Article 6**

### **Contract Price**

#### **6.1 Contract Price.**

6.1.1 Owner shall pay CMAR in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to CMAR's Fee (as defined in Section 6.2 herein) plus the Cost of the Work (as defined in Section 6.3 herein), subject to any GMP established in Section 6.6 herein and any adjustments made in accordance with the General Conditions of Contract.

#### **6.2 CMAR's Fee.**

##### **6.2.1 CMAR's Fee shall be:**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), as adjusted in accordance with Section 6.2.2 below for Planning Phase Services;

\_\_\_\_\_ percent ( \_\_\_\_\_ %) of the Cost of the Work for Equipment Procurement and Construction Phase Services, as adjusted in accordance with Section 6.2.2 below.

##### **6.2.2 CMAR's Fee will be adjusted as follows for any changes in the Work:**

6.2.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that CMAR shall receive a Fee as established under 6.2.1 above on the additional Costs of the Work incurred for that Change Order.

6.2.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include an amount equal to the Fee as established under 6.2.1 above applied to the direct costs of the net reduction (which amount will account for a reduction associated with CMAR's Fee).

6.2.2.3 Planning Services Change Orders shall be at a cost agreed to between the Owner and CMAR.

#### **6.3 Cost of the Work.** The term Cost of the Work shall mean costs reasonably and actually incurred by CMAR in the proper performance of the Work. The Cost of the Work shall include only the following:

6.3.1 Wages of direct employees of CMAR performing the Work at the Site or, with Owner's agreement, at locations off the Site.

6.3.2 Wages or salaries of CMAR's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

6.3.3 Wages or salaries of CMAR's personnel stationed at CMAR's principal or branch offices, but only to the extent said personnel are identified in GMP Proposals and performing the function set forth in said GMP Proposals.

6.3.4 Costs incurred by CMAR for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are



customarily paid by CMAR, to the extent such costs are based on wages and salaries paid to employees of CMAR covered under Sections 6.3.1 through 6.3.3 herein.

**6.3.5** The reasonable portion of the cost of travel, accommodations and meals for CMAR's personnel necessarily and directly incurred in connection with the performance of the Work.

**6.3.6** Payments properly made by CMAR to Subcontractors for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors.

**6.3.7** Costs incurred by CMAR in repairing or correcting defective, damaged or nonconforming Work (not including any warranty or corrective work performed after Substantial Completion), provided that such Work was beyond the reasonable control of CMAR, or caused by the ordinary mistakes or inadvertence, and not the negligence, of CMAR or those working by or through CMAR. If the costs associated with such Work are recoverable from insurance or Subcontractors, CMAR shall exercise its best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.

**6.3.8** Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.

**6.3.9** Costs (less salvage value) of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of CMAR, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items. CMAR to provide estimated monthly costs for this line item.

**6.3.10** Costs of removal and legal disposal of debris and waste from the Site.

**6.3.11** The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, internet service, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

**6.3.12** Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by CMAR at the Site, whether rented from CMAR or others, and incurred in the performance of the Work.

**6.3.13** Premiums for insurance and bonds required by this Agreement or the performance of the Work.

**6.3.14** All fuel and utility costs incurred in the performance of the Work.

**6.3.15** Costs for permits, royalties, licenses, tests and inspections incurred by CMAR as a requirement of the Contract Documents.

**6.3.16** The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against CMAR resulting from such suits or claims, and paying settlements made with Owner's consent.

**6.3.17** Deposits which are lost, except to the extent caused by CMAR's negligence.

**6.3.18** Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

**6.3.19** Accounting and data processing costs related to the Work.

**6.3.20** Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

**6.4 Allowance Items and Allowance Values.**

**6.4.1** Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the GMP Exhibits or GMP Proposals and are included within the GMP. CMAR shall include an Owner-designated allowance for Owner directed improvements within the GMP.

**6.4.2** CMAR and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. CMAR and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by CMAR that the Allowance Item in question can be performed for the Allowance Value.

**6.4.3** No work shall be performed on any Allowance Item without CMAR first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if CMAR is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of CMAR, CMAR may be entitled to an adjustment of the Contract Time(s).

**6.4.4** The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including CMAR's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

**6.4.5** Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.4.4. The amount of the Change Order shall reflect the difference between actual costs incurred by CMAR for the particular Allowance Item and the Allowance Value.

**6.5 Non-Reimbursable Costs.**

**6.5.1** The following shall not be deemed as costs of the Work:

**6.5.1.1** Compensation for CMAR's personnel stationed at CMAR's principal or branch offices, except as provided for in Sections 6.3.1, 6.3.2 and 6.3.3 herein.

**6.5.1.2** Overhead and general expenses, except as provided for in Section 6.3 herein, or which may be recoverable for changes to the Work.

**6.5.1.3** The cost of CMAR's capital used in the performance of the Work.

**6.5.1.4** Costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

**6.6 The Guaranteed Maximum Price ("GMP").**

**6.6.1 GMP Established after Execution of this Agreement.**

**6.6.1.1 GMP Proposals.** If requested by Owner, CMAR shall submit GMP Proposals to Owner which shall include the following, unless the parties mutually agree otherwise:

**6.6.1.1.1** A proposed GMP, which shall be the sum of:

I. CMAR's Fee as defined in Section 6.2.1 herein;

ii. The estimated Cost of the Work as defined in Section 6.3 herein, inclusive of any CMAR's Contingency as defined in Section 6.6.1.1.9 below; and

iii. If applicable, any Allowance Value established under Section 6.4 herein.

**6.6.1.1.2** A list of the assumptions and clarifications made by CMAR in the preparation of the GMP Proposal;

**6.6.1.1.3** The Scheduled Interim Milestone Date upon which the proposed GMP is based, to the extent said date has not already been established under Section 5.2 herein, and a schedule upon which the Scheduled Interim Milestone Date is based;

**6.6.1.1.4** If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

**6.6.1.1.5** If applicable, a schedule of alternate prices;

**6.6.1.1.6** If applicable, a schedule of unit prices;

**6.6.1.1.7** If applicable, a statement of Additional Services which may be performed but which are not included in the GMP and which, if performed, shall be the basis for an increase in the GMP and/or Contract Time(s); and

**6.6.1.1.8** The time limit for acceptance of the GMP Proposal.

**6.6.1.1.9** The GMP shall include a Contingency in an amount agreed to between the Owner and CMAR which is available for CMAR's use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming Work, however caused; (e) Subcontractor defaults; or (f) those events under Section 8.2.2 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price. CMAR shall provide Owner notice of all anticipated charges against the Contingency, and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months. CMAR agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, CMAR will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. CMAR agrees that if CMAR is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

**6.6.1.2** Review and Adjustment to GMP Proposal. After submission of a GMP Proposal, CMAR and Owner shall meet to discuss and review the GMP Proposal. If Owner has any comments regarding the GMP Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to CMAR of such comments or findings. If appropriate, CMAR shall, upon receipt of Owner's notice, make appropriate adjustments to the GMP Proposal.

**6.6.1.3 Acceptance of GMP Proposal.** If Owner accepts a GMP Proposal, as may be amended by CMAR, the GMP and its basis shall be set forth in an amendment to this Agreement.

**6.6.1.4 Failure to Accept the GMP Proposal.** If Owner rejects a GMP Proposal, or fails to notify CMAR in writing on or before the date specified in the GMP Proposal that it accepts the GMP Proposal, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and CMAR shall meet and confer as to how the Project will proceed, with Owner having the following options:

**6.6.1.4.1** Owner may suggest modifications to the GMP Proposal, whereupon, if such modifications are accepted in writing by CMAR, the GMP Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 6.6.1.3 above;

**6.6.1.4.2** Owner may terminate this Agreement for convenience in accordance with Article 8 herein; provided, however, in this event, CMAR shall not be entitled to the payment provided for in Section 8.1 herein.

If Owner fails to exercise any of the above options, CMAR shall have the right to suspend performance of Work in accordance with Section 11.3.1 of the General Conditions of Contract, provided, however, that in such event CMAR shall not be entitled to the payment provided for in Section 8.1 herein.

#### **6.6.2 Savings.**

**6.6.2.1** If the sum of the actual Cost of the Work and CMAR's Fee is less than the GMP, as such GMP may have been adjusted over the course of the Project, the Owner may utilize the difference ("Savings") for additional work, and shall coordinate with the CMAR to modify the project scope accordingly based on agreed adjustment in project cost.

## **Article 7**

### **Procedure for Payment**

#### **7.1 Progress Payments.**

**7.1.1** CMAR shall submit to Owner on the fifth (5<sup>th</sup>) day of each month, beginning with the first month after the Date of Commencement, CMAR's Application for Payment in accordance with Article 6 of the General Conditions of Contract. Owner and Engineer shall then review the progress payment request and upon approval, shall submit to the TWDB for release of funds.

**7.1.2** Once TWDB has released funds for the progress payment to the Owner, the Owner shall make payment (approximately within thirty [30] days after Owner's receipt of each properly submitted and accurate Application for Payment to obtain release of funding from TWDB) in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

#### **7.2 Retainage on Progress Payments.**

**7.2.1** Owner will retain five percent (5%) of each Application for Payment.

**7.2.2** After Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner may release to CMAR retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

**7.3 Final Payment.** CMAR shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on CMAR's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within thirty (30) days (accounting for time to release funds from TWDB) after Owner's receipt of the Final Application for Payment, provided that CMAR has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

**7.4 Record Keeping and Finance Controls.** CMAR acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. CMAR shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, CMAR's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which CMAR shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at CMAR's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and CMAR as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

## **Article 8**

### **Termination for Convenience**

**8.1** Upon ten (10) days' written notice to CMAR, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay CMAR for the following:

**8.1.1** All Work executed and for proven loss, cost or expense in connection with the Work;

**8.1.2** The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors; and

**8.1.3** Reasonable overhead and profit in the amount established in 6.2.1 for Construction Phase Services on the sum of items 8.1.1 and 8.1.2 above.

## **Article 9**

### **Representatives of the Parties**

**9.1 Owner's Representatives.**

**9.1.1** Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:



Mr. Steven Miller, P.E.  
Project Manager  
City of Brady  
1405 N. Bridge Street  
Brady, TX 76825  
(325) 597-2244  
[smiller@bradytx.us](mailto:smiller@bradytx.us)

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

Joshua L. Berryhill, P.E.  
Project Manager  
Enprotec/Hibbs & Todd, Inc.  
402 Cedar Street  
Abilene, TX 79601  
(325) 698-5560  
[joshua.berryhill@e-ht.com](mailto:joshua.berryhill@e-ht.com)

## 9.2 CMAR's Representatives.

9.2.1 CMAR designates the individual listed below as its Senior Representative ("CMAR's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

9.2.2 CMAR designates the individual listed below as its CMAR's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

## Article 10

### **Bonds and Insurance**

10.1 **Insurance.** CMAR shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

10.2 **Bonds and Other Performance Security.** CMAR shall provide the following performance bond and labor and material payment bond or other performance security:

#### **Performance Bond.**

☒ X Required ☐ Not Required

#### **Payment Bond.**

☒ X Required ☐ Not Required

**Other Performance Security.**

☒ Required

☐ Not Required

Required performance security during the one-year warranty period.

**10.3** Cost of Bonds and Insurance premiums shall be reimbursed under Article 6.3, as part of the first GMP Proposal.

**Article 11**

**Other Provisions**

**11.1 Other provisions, if any, are as follows:**

**11.1.1** Any claims, disputes, or controversies between the parties arising out of or related to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 of the General Conditions of Contract shall be resolved in a court of competent jurisdiction in McCulloch County, Texas. In the event of such litigation, the prevailing party shall be entitled to its necessary and reasonable costs and attorneys fees incurred in prosecuting or defending such litigation.

**11.1.2** Mandatory Davis-Bacon Act Contract Conditions. All laborers and mechanics working on the work site and employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Drinking Water State Revolving Fund shall be paid wages as mandated by the Davis-Bacon Act, 40 U.S. Code §§ 3141 et seq.

**11.1.2.1** The Davis-Bacon prevailing wage requirements apply to Contractors and Subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration or repair (including painting) of a treatment works project under the CWSRF or a construction project under the DWSRF.

**11.1.2.2** For prime contracts in excess of \$100,000, Contractors and Subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The Fair Labor Standards Act may also apply to Davis-Bacon covered contracts. Any contracts or subcontracts in excess of \$2,000 must include the provisions of the Davis-Bacon Wage Rate Requirements found in TWDB Guidance No. DB-0156.

**11.1.3** American Iron and Steel Requirements. This project is subject to the American Iron and Steel (AIS) requirements of 33 U.S.C § 1388 for Clean Water State Revolving Fund projects or Public Law 114-113, Consolidated Appropriations Act, 2016, or subsequent appropriations acts, for Drinking Water State Revolving Fund projects. Any contracts awarded under this Request for Proposals are subject to the American Iron and Steel (AIS) requirements of these laws.

In executing this Agreement, Owner and CMAR each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

**OWNER:**

City of Brady  
(Name of Owner)

(Signature)

(Printed Name)

(Title)

Date: \_\_\_\_\_

**CMAR:**

(Name of CMAR)

(Signature)

(Printed Name)

(Title)

Date: \_\_\_\_\_

**ATTEST:**

(Brady Secretary)

**APPROVED:**

(Brady Attorney)

**CITY OF BRADY,  
TEXAS**

**APPENDIX E:  
FEE AND RATE PROPOSAL**



SUBMITTED BY:  
Garney Companies, Inc.  
40 NE Loop 410, Suite 343  
San Antonio, TX 78216

## Attachment G

### Fee and Rate Proposal Form

**1. Estimated Construction Budget**

The Owner's estimated construction budget is **\$25.0 million**.

**2. Planning Support Services Fee. Final fees may be negotiated further between the Owner and the selected CMAR contractor upon selection for award.**

The Planning Support Services Fee shall be provided as a lump sum amount (in number and words):

\$ 375,000.00

Written: Three Hundred Seventy-Five Thousand dollars and  
Zero cents

**3. Construction Phase Services Fees: All Construction Work with an estimated total value of \$25.0 million, less the Planning Support Services Fee. Final fees may be negotiated further between the Owner and the selected CMAR contractor upon selection for award.**

The Construction Phase Services Fee shall be provided as a percentage of the cost of the Work (in numbers and words):

9 %

Written: Nine percent





1725 Hughes Landing Blvd., Suite 1200  
The Woodlands, Texas 77380  
PH: 281.907-8604 [bids@plwus.com](mailto:bids@plwus.com)

Mr. Steven Miller, P.E., Project Manager  
City of Brady City Hall  
201 E. Main Street  
Brady, TX 76825

## Radium Reduction Project Sealed FEE & RATE PROPOSAL Enclosed

TWDB Project No: 10447

Proposals Due By: June 13, 2019 4:00 PM

## Attachment G

### Fee and Rate Proposal Form

**1. Estimated Construction Budget**

The Owner's estimated construction budget is **\$25.0 million**.

**2. Planning Support Services Fee. Final fees may be negotiated further between the Owner and the selected CMAR contractor upon selection for award.**

The Planning Support Services Fee shall be provided as a lump sum amount (in number and words):

\$ 88,180

Written: Eighty-eight thousand one hundred eighty dollars and  
zero cents

**3. Construction Phase Services Fees: All Construction Work with an estimated total value of \$25.0 million, less the Planning Support Services Fee. Final fees may be negotiated further between the Owner and the selected CMAR contractor upon selection for award.**

The Construction Phase Services Fee shall be provided as a percentage of the cost of the Work (in numbers and words):

5.0 %

Written: five percent



Brady Municipal Golf Course  
Monthly Report

Item	FY 2018	FY 2019	FY 19												Totals
			Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	August	Sept	
Rounds	1358	973		103	94	33	49	58	102	153	131	250			973
Green Fees	\$18,929.47	\$ 4,076.00	\$1,407.70	\$1,407.70	\$1,490.00	\$543.00	\$635.00	\$834.00	\$1,742.50	\$1,858.00	\$1,685.00	\$52,727.47			\$ 10,195.20
Membership Rents	2895	2,267	238	238	233	143	197	287	250	341	233	345			2267
Student Rounds	60	67	7	7	2	2	4	2	2	8	14	26			67
Total Rounds	4313	3,307	348	348	329	178	250	347	354	502	378	621			3307
Trail Fee	56	36	2	2	5	2	0	2	7	2	7	9			36
Trail Fee Revenue	\$217.00	\$ 32.50	\$8.00	\$8.00	\$16.50	\$8.00	\$0.00	\$8.00	\$28.00	\$8.00	\$28.00	\$36.00			\$ 140.50
Cart Rentals	829	628		50	60	32	41	47	66	101	91	140			628
Cart Revenue	\$13,293.75	\$ 9,427.50	\$815.00	\$815.00	\$800.00	\$400.00	\$512.50	\$725.00	\$1,025.00	\$1,737.50	\$1,400.00	\$2,012.50			\$ 9,427.50
Cart Shed Rental	\$15,567.50	\$ 12,462.50	\$11,637.50	\$11,637.50	\$100.00	\$125.00	\$137.50	\$100.00	\$75.00	\$112.50	\$75.00	\$100.00			\$ 12,462.50
Vending Revenue	\$12,480.39	\$ 7,993.70	\$517.28	\$517.28	\$516.91	\$186.38	\$326.70	\$658.45	\$1,106.23	\$1,706.36	\$1,661.24	\$1,314.15			\$ 7,993.70
Memberships	233	211		35	20	22	24	17	21	29	20	23			211
Membership Fees	\$31,090.62	\$ 24,249.00	\$9,655.00	\$9,655.00	\$2,565.00	\$1,470.00	\$2,500.00	\$1,632.00	\$1,405.00	\$1,937.00	\$1,610.00	\$1,475.00			\$ 24,249.00
Driving Range	433	282		4	26	5	24	28	64	30	46	55			282
Range Revenue	\$1,910.28	\$ 1,163.00	\$19.00	\$19.00	\$98.00	\$23.00	\$100.00	\$124.00	\$260.00	\$120.00	\$196.00	\$223.00			\$ 1,163.00
Misc.	\$10,078.70	0													0
Total Revenue	\$103,567.71	\$ 65,631.40	\$24,059.48	\$24,059.48	\$5,586.41	\$2,755.38	\$4,211.70	\$4,081.45	\$5,641.73	\$7,479.36	\$6,655.24	\$7,888.12	\$0.00	\$0.00	\$65,631.40

None of the above figures included sales tax

Trail fees were eliminated with the increase in cart shed rentals beginning in January. Only charged to individuals who bring their own cart and do not rent a shed at the Golf Course

\$68,358.87

Joint Funding Agreement with the Brady Golf Association for the Irrigation system began Oct 1, 2008. The final payment was made October 2017

-\$1,727.47 variance

Item	FY 2016	FY 2017
Rounds	1462	2311
Green Fees	\$18,369.14	\$16,137.00
Membership Rents	2625	3678
Student Rounds	242	226
Total Rounds	4329	6215
Trail Fee	360	26
Trail Fee Revenue	\$208.00	\$104.00
Cart Rentals	943	636
Cart Revenue	\$16,670.64	\$10,017.76
Cart Shed Rental	\$10,714.53	\$16,165.50
Vending Revenue	\$16,290.04	\$15,126.94
Memberships	305	278
Membership Fees	\$30,321.10	\$35,825.00
Driving Range	298	296
Range Revenue	\$1,296.00	\$1,185.00
Misc.	\$16,035.37	\$31,109.30
Total Revenue	\$109,904.82	\$125,670.50

**TO: BRADY CITY COUNCIL**  
**FROM: STEVE THOMAS, CHIEF OF POLICE**  
**THROUGH: DENNIS JOBE, CITY MANAGER**

THROUGH: 01/01/2025, CITY MANAGER													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Person Crimes	27	43	30	6	27	28	25	30	25				241
Property Crimes	21	30	22	25	19	15	19	28	19				198
Narcotics Crimes	7	5	1	2	8	11	5	6	2				47
Disturbances	38	50	36	20	25	43	39	29	35				315
Felony Arrests	6	10	3	2	10	17	6	9	2				65
Misdemeanor Arrests	8	8	1	7	11	25	10	21	15				106
Suspicious Person/Vehicle	33	59	48	46	28	58	40	49	41				402
Felony Warrant	0	4	2	3	10	9	6	6	1				41
Misdemeanor Warrant	2	7	1	2	2	19	25	7	5				70
D.W.I.	2	2	0	0	0	0	1	3	1				9
Alarms	10	14	5	11	5	6	9	7	4				71
Agency Assist	22	37	25	33	18	34	52	49	43				313
Public Assist	23	18	4	14	10	19	26	22	28				164
Escorts	3	3	2	3	1	5	5	11	2				35
Animal Calls	13	8	7	9	5	2	0	0	0				44
Traffic Direction	3	6	8	6	1	11	8	4	3				50
Close Patrols	161	100	35	163	10	12	58	52	66				657
Civil Matters	24	24	7	16	12	27	25	32	27				194
Juvenile	6	5	5	3	6	0	5	10	12				52
Crash Investigation	16	15	16	10	8	19	19	14	18				135
Welfare Concerns	28	24	10	16	18	21	24	24	36				201
Information	20	28	22	32	17	21	30	16	28				214
Court	1	1	1	0	0	2	0	0	0				5
Citations	37	8	13	17	29	51	58	49	57				319
Warnings	9	25	22	16	52	53	53	83	56				369
Building Checks	221	199	132	213	17	41	116	151	195				1285
Misc. Incidents	74	88	78	39	56	64	56	93	50				598
Supplements	2	0	0	1	6	2	5	3	6				25
Follow ups	11	3	0	3	8	6	22	12	15				80
Reports	19	28	15	11	21	19	30	28	26				197
Curfew Violations	0	0	0	0	0	0	0	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 DWLI - Driving While License Invalid DWLS - Driving While License Suspended													



TO: BRADY CITY COUNCIL  
 FROM: STEVE THOMAS, CHIEF OF POLICE  
 THROUGH: DENNIS JOBE, CITY MANAGER

SUBJECT: MONTHLY ANIMAL CONTROL REPORT FOR JUNE 2019  
 DATE: JULY 5, 2019- FINAL for FISCAL YEAR 2018-19

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Feral Cats Picked Up	8	1	5	1	1	11	3	32	13				75
Stray Dogs Picked Up	21	11	10	13	17	27	9	27	7				142
Owner Surrendered Dogs	0	0	4	0	1	0	0	3	1				9
Stray Cats Picked Up	0	1	0	0	0	0	0	9	13				23
Owner Surrendered Cats	0	0	0	0	0	0	0	0	0				0
Bite Reports	1	0	0	0	0	1	0	0	1				3
Dogs Deemed Dangerous	0	0	0	0	1	0	0	0	1				2
Hit by Car Picked Up	0	0	1	0	0	0	0	0	0				1
Owner Reclaims	9	4	7	1	2	12	3	3	2				43
Euthanized Total	58	11	17	11	5	19	9	42	16				188
Rescue Pull Total	0	0	13	1	2	0	0	18	7				41
Wildlife Pick Up	0	3	2	0	3	0	5	4	5				22
Quarantine	0	0	0	0	1	1	0	0	0				2
Shelter Intake Total	29	14	31	13	20	38	12	71	43				271
Roadkill	11	5	2	1	1	1	2	2	0				25
Citations	0	1	0	0	1	0	0	4	2				8
Warnings	1	3	0	0	0	7	1	1	0				13

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# OPS Report - Airport

INVOICE	DATE	SE	ME	Turbine	Jet	HELO
313878	6/4/2019	2				
313879	6/8/2019	2				
313880	6/8/2019	2				
313881	6/9/2019				4	
313882	6/10/2019					8
313883	6/10/2019					8
313884	6/10/2019					8
313885	6/10/2019		2			
313886	6/11/2019	2				
313887	6/11/2019	2				
313888	6/11/2019	2				
313889	6/11/2019	2				
313890	6/11/2019					
313891	6/11/2019	2				
313892	6/11/2019					
313893	6/11/2019	2				
313894	6/11/2019	2				
313895	6/11/2019	2				
313896	6/10/2019					8
313897	6/11/2019	2				
313898	6/11/2019					
313899	6/11/2019	2				
313900	6/11/2019	2				
313901	6/11/2019	2				
313902	6/11/2019	2				
313903	6/11/2019	2				
313904	6/11/2019	2				
313905	6/11/2019	2				
313906	6/11/2019					8
313907	6/12/2019	2				
313908	6/12/2019					8
313909	6/14/2019	2				
313910	6/14/2019	2				
313911	6/15/2019					8
313912	6/15/2019				4	
313913	6/17/2019					8
313914	6/19/2019		2			
313915	6/18/2019	2				
313916	6/20/2019					8
313917	6/21/2019	2				
313918	6/21/2019	2				
313919	6/25/2019					8

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**Building Permit Department  
Monthly Report  
FY 2019**

Item	FY 16	FY 17	FY 18	FY 19	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Total
Commercial Acc Structure					1												
Commercial Addition	2	4	4						1								
Commercial Electrical	16	15	9			1			1	1		2	2				
Commercial Gas	6	14	3				1										
Commercial Mechanical/HVAC	7	6	5										1				
Commercial Plumbing	10	8	10		1			1					11				
Commercial Remodel	3	6	3			1	1						1				
Commercial Demolition	6	3	1														
Commercial Sign		12	5									1					
Commercial Screening	2	1	0														
Commercial Cert of Occupancy			6					1				1	2				
Customer Service Inspection		1	6						1								
PZ-Subdivision	0	0	0	0	0	0	0	1									
PZ-Zoning Request	3	0	6								1						
Driveway/ Curb Cut		1	2										1				
Residential Accessory Bldg.	11	17	6							1							
Residential Additions	5	8	6		1	1	1		1								
Residential Demolition-Owner			1				1				1						
Residential Demolition-City			0														
Residential Electrical	38	78	51		1	2	2		1	5	3	8	5				
Residential Fence	12	13	11		1			1	1	2		1					
Residential Gas	66	61	16		1	5	4	4					1				
Residential Mechanical/HVAC	11	4	12		1					3	2		1				
New Residential Bldg			3														
Residential Plumbing	18	24	31		1		1		2	4	4	3	1				
Residential Remodel	1	5	7		1					2	2	1	1				
Special Use	7	8	10			1		2			1	1	3				
<b>Monthly Total</b>	<b>224</b>	<b>289</b>	<b>213</b>		<b>9</b>	<b>11</b>	<b>11</b>	<b>10</b>	<b>8</b>	<b>18</b>	<b>14</b>	<b>18</b>	<b>30</b>				

**Code Enforcement  
Monthly Case Load  
FY 2019**

*Schwab*  
7/3/2019

**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	
<b>Monthly Totals</b>	<b>461</b>	<b>386</b>	<b>201</b>	

Oct.	Nov.	Dec.	Jan	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Totals
						1						1
						1						1
1			42	18		8	12	5				86
		1	34	14		9	12					61
2						6						8
			2				3	1				6
						2						2
		1					1	1				3
							1					1
3			1			2	8	12				26
6	0	2	79	32	0	29	37	19				

**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	30	27	78	66	66	80	107				236
0	0	0	1	0	0	2	1	1				1
4	0	1	54	21	0	12	26	13				80
4	0	1	55	21	0	14	27	14				81
45	0	4	4	33	0	0	0	71				86
0	0	0	0	0	0	0	0	0				0
30	30	27	78	66	66	80	107	50				231

Utility Inspections

238

10 21 9 14 18 21 20 13 16