



Tony Groves  
Mayor

Rey Garza  
Council Member Place 1

Missi Elliston  
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  
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 WORK SESSION MEETING JULY 21, 2020 AT 4:00 PM**

NOTICE is hereby given of a meeting of the City Council of City of Brady, McCulloch County, State of Texas, to be held at 4:00 pm on July 21, 2020, 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. DISCUSSION REGARDING:**

- a. Final Review of Budget Decisions

### **3. 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 4:00 p.m. and will remain posted continuously for 72 hours prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.*

*Tina Keys, City Secretary*

In compliance with the American with Disabilities Act, the City of Brady will provide for reasonable accommodations for persons attending public meetings at City facilities. Requests for accommodations or interpretive services must be received at least 48 hours prior to the meeting. Please contact the City Secretary at 325-597-2152 or [citysec@bradytx.us](mailto:citysec@bradytx.us).



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### **MISSION**

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## **CITY OF BRADY COUNCIL AGENDA REGULAR CITY COUNCIL MEETING JULY 21, 2020 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 6:00 pm on July 21, 2020, 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 7, 2020, Work Session Meetings on July 7 & 8, 2020 and Joint Meeting with County Commissioners on July 14, 2020.

### **5. PRESENTATIONS**

Third Quarter Financial Reports

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

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 the **second and final reading of Ordinance 1308** to abandon a portion of Apple Street as requested by P.W. Gillibrand of Texas, Inc.
- B. Discussion, consideration and possible action regarding the **second and final reading of Ordinance 1309** to abandon a portion of E. 9<sup>th</sup> Street as requested by P.W. Gillibrand of Texas, Inc.
- C. Discussion, consideration and possible action regarding Interlocal Agreement for Fire and EMS services, Law Enforcement/Police services, Detention/Jail services, Senior Citizen services, Emergency Planning and Management services and Temporary Use of City Facilities
- D. Discussion, consideration and possible action regarding City of Brady Organizational Chart.
- E. Discussion, consideration and possible action regarding approval of contract for professional services for mural project using Hotel Occupancy Tax funds.
- F. Discussion, consideration and possible action regarding School Resource Officer.

## 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. **Monthly Public Works Reports:** Radium Reduction project
- D. **Upcoming Special Events/Meetings:**
  - August 4, 2020 – City Council 6:00 p.m.
  - August 18, 2020 – City Council 6:00 p.m.
  - August 21 thru 29 - Heart of Texas Music Festival
  - September 3 – Goat Cook-off Employee Luncheon
  - September 4 thru 7 - Goat Cook-off
  - September 7 - Labor Day – City Offices Closed

## 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

- 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 Jobe duties under the City Charter.

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

## 12. ADJOURNMENT

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

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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 July 7, 2020 at 6:00 pm with Mayor Anthony Groves presiding in person. Council Members present were Jane Huffman, Jeffrey Sutton, Jay May, Rey Garza and Missi Elliston. City staff present were City Manager Dennis Jobe, Finance Director Lisa Remini, Public Works Director Steven Miller, Community Development Manager Erin Corbell, Utility Billing Supervisor Letha Moore and City Secretary Tina Keys. Also in attendance was James Stewart

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

Mayor Groves called the meeting to order at 6:02 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 public comments

#### 4. CONSENT AGENDA

- A. Approval of Minutes for Work Session and Regular Meeting on June 16, 2020 and Work Session Meeting on June 23, 2020.
- B. Discussion, consideration and possible action regarding a noise variance September 4, 5, 6, 2020 for the 47<sup>th</sup> Annual World Championship BBQ Goat Cook-off.

Council Member Elliston moved to approve the consent agenda. Seconded by Council Member May. All Council Members voted “aye” and none “nay”. Motion passed with a 5– 0 vote.

#### 5. PRESENTATIONS:

There were no presentations

#### 6. PUBLIC HEARINGS AND INDIVIDUAL CONCERNS ON PUBLIC HEARING

There were no Public Hearings

#### 7. INDIVIDUAL CONCERNS

- A. Discussion, consideration and possible action regarding the **second and final reading of Ordinance 1306** to amend the FY 20 Budget to allow for municipal purposes. Lisa Remini presented. Council Member Garza moved to approve the second and final reading of Ordinance 1306. Seconded by Council Member May. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.
- B. Discussion, consideration and possible action regarding the **second and final reading of Ordinance 1307** amending Ordinance 1231 in relation to Emergency Medical Services and Ambulance Regulations by modifying such ordinance to require Ambulance Service provided by the City of Brady to be provided outside the City Limits of the City of Brady only through

Interlocal Agreement effective September 1 2020. Mayor Groves presented. Council Member Elliston moved to approve the second and final reading of Ordinance 1307. Seconded by Council Member May. Three Council Members voted “aye” and two Council Members, Garza and Sutton voted “nay”. Motion passed with a 3 – 2 vote.

- C. Discussion, consideration and possible action regarding the **first reading of Ordinance 1308** to abandon a portion of Apple Street as requested by P.W. Gillibrand of Texas, Inc. Erin Corbell presented. Council Member Sutton moved to approve. Seconded by Council Member Elliston. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.
- D. Discussion, consideration and possible action regarding the **first reading of Ordinance 1309** to abandon a portion of E. 9<sup>th</sup> Street as requested by P.W. Gillibrand of Texas, Inc. Erin Corbell presented. Council Member Sutton moved to approve. Seconded by Council Member Elliston. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.
- E. Discussion, consideration and possible action regarding passage upon **first and final reading of Ordinance 1310** approving a temporary action plan for utility accounts under the COVID-19 Emergency Declaration. Lisa Remini presented and Letha Moore discussed policies and actual dollar figures. Mayor Groves called for a motion to approve Ordinance 1310. There was no motion. Item failed.
- F. Discussion, consideration and possible action regarding **Resolution 2020-008** to enter into a finance contract with Government Capital for the purpose of procuring two (2) law enforcement trucks. Lisa Remini and Chief Thomas presented. Council Member Garza moved to approve Resolution 2020-008. Seconded by Council Member Elliston. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.
- G. Discussion, consideration and possible action regarding awarding utility adjustments to lowest bidder LEETECH Solutions, LLC, Aledo, Texas in response to planned TxDOT US87N roadway improvements for lowering of gas and water mains including realignment of existing water mains in state right-of-way parallel and adjacent to both sides of highway. LEETECH Solutions, LLC submitted sealed bid on June 15, 2020 at a total price of \$222,090.00. Steven Miller presented. Council Member May moved to award base bid of 222,090.00. Seconded by Council Member Garza. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.

## 8. STAFF REPORTS

There were no staff reports

## 9. ANNOUNCEMENTS

Dennis Jobe said crews have been busy working at Stanburn Park and have repaved basketball courts and electric crews have worked on lights. The City has received many positive comments.

## 10. EXECUTIVE SESSION

Regular Session was closed at 7:10 p.m.. Executive Session was opened at 7:12 p.m. and closed at 7:20 p.m.

- a. 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: Pending Litigation, Scott v. City of Brady

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

Council went back into open session at 7:21. No action was taken as a result of Executive Session.

**12. ADJOURNMENT**

There being no further business, the Mayor adjourned the meeting at 7:21 p.m.

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

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

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The City Council of the City of Brady, Texas met in a Work Session Meeting on Tuesday, July 7, 2020 and July 8, 2020 at the City of Brady Municipal Court Building located at 207 S. Elm Street, Brady, Texas with Mayor Tony Groves presiding. Council Members present were Missi Davis, Rey Garza, Jay May, Jeffrey Sutton and Jane Huffman. City staff present were City Manager Dennis Jobe, Public Works Director Steve Miller, Finance Director Lisa Remini, Police Chief Steven Thomas, Fire Chief Lloyd Perrin, Community Development Manager Erin Corbell, Police Captain Mike Hudson and City Secretary Tina Keys.

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

Mayor Groves called the meeting on July 7, 2020 to order at 10:00 a.m. Council quorum was certified.

### **2. Review / Discuss: Revenue Sources**

Lisa Remini reviewed with Council. Revenue Sources include utilities, property tax, sales tax and charges for services, example; swimming pool, civic center. Lisa reviewed the possible need to increase water rates to help pay for some necessary infrastructure repairs. She also briefly discussed the commercial accounts who have gone to Oncor so she is trying to keep those figures in mind along with other possible losses. Lisa went on to say energy rates to the customer should go down a penny. She said the property tax estimate from McCulloch CAD has declined by 9 million dollars. The council needs to decide how much money they want from taxes. The base budget will take in \$75,000 less than last year. The appraisal district told Lisa a lot of business are leaving due to sand plant closures. Lisa went over Senate Bill 2 which revamped property tax language and valuations. Mayor Groves said TML is still discussing Senate Bill 2. Lisa needs to know if Council wants to increase dollars in budget for property taxes or leave the same. Lisa figured the base budget with no increases in property tax. Council Member Huffman said she doesn't think we should raise property taxes unless we have to at the end. Lisa said we might want to invite the chief appraiser to go over the appraisal process.

### **3. Review / Discuss: Fund Balance Reserve Policy**

Lisa reviewed with Council. Solid Waste Division doesn't have enough funds to cover expenses and commented that we may need to consider raising commercial dumpster fees. Council Member Huffman said she would rather raise dumpster rates by \$14 than anything else. Lisa said our rates are much lower than other cities. Council Member Garza asked if customers can get a reduced rate if they have more than one dumpster. Lisa said we want our solid waste department to support itself and it's not doing that right now so she would hesitate on a reduced rate right now. Council Member Huffman commented about people in town also dumping trash in commercial dumpsters. Council Member May said he is ok with raising commercial rates. Lisa said we are trying to maintain 90-day fund balance in the general fund, 150 days in electric, 180 days in water/ sewer fund, 120 days in gas fund, 90 for utility support and 90 days for solid waste. Lisa will bring back what a 15% increase in commercial solid waste rates would be.

Council took a break at 11:08 a.m. and resumed the work session at 11:20 a.m.

Lisa Remini went over commercial dumpster rates from other cities from two years ago.

### **4. Review / Discuss: Police Fleet Vehicle Replacement Proposal**

Lisa said this program was brought up before. The police department has to have their vehicles to do their



jobs. We had a leasing company approach us before which should save money through fuel and maintenance costs. We thought about doing this in house and achieve the same goal and have a maintenance cost savings if you're driving newer vehicles instead of keeping them for 10 years. She has come up with some numbers with buying 2 vehicles this year. Ideally we would trade a vehicle in its 5<sup>th</sup> year giving us a decent trade in value. Jane asked what the vehicle status would look like if we added two new officers. Captain Hudson said if they share a vehicle, one vehicle would be on the road for 24 hours. Council Member Huffman asked about newer employees not taking vehicles home and sharing a vehicle. Chief Thomas said it's not the mileage that would be an issue, it's the hours. Council Member Huffman said she wants to talk about other police items as well. Lisa said she would like to get some resolve on this topic. She will include as an attachment when council votes on budget. Lisa confirmed with Chief Thomas that he would not be requesting additional vehicles.

Council Member Huffman said with the \$300,000 savings that we are getting with cutting administration at the police department, when we talked about it, it still left one person in communications. She said years ago, after we got ERCOT, we talked about completely doing away with communications at PD. She recommends we do away with that one position to do away with all communications but add two patrol officers. The remaining admin personnel and extra officers can handle walk ins. In the current budget we have the current salary. There is a gap going from sergeant to captain. There should be people in those positions. Huffman about moving officers from sergeant to lieutenant and that position would still work the streets but handing supervisory duties of personnel, and move a patrol officer to sergeant. It would be an increase of \$11,500. Council Member Huffman said she thinks it would fix a lot of issues at PD and also thinks we need to add a minimum of 2 positions, possibly 3. Council Member Elliston asked if we provide equipment. Chief Thomas said we provide everything. Chief said now we require you pass field training and probation before we invest in an officer to the tune of \$8,000. Council Member Huffman feels like our officers should be required to live in McCulloch County, and they should have to pay for their vests if they leave within 2 years. Dennis Jobe agreed and said we are spending a lot of money on employees who leave in 6 months. Council Member Elliston said we also need to look at our base pay scale to bring good people here.

Council took a recess for lunch at 12:14 and resumed at 1:00 p.m.

## **5. Present: Budget Summaries TAB**

### **Draft Budget Summary**

### **Fund Balance Adequacy**

Lisa Remini presented

## **6. Discuss:**

### **Organizational Chart, Personnel, Payroll**

Dennis Jobe reviewed and discussed changes. He said 3 – 4 years ago, all supervisors were put on hourly except Lisa Perry and Steve Morgan. Steve Morgan was put under hourly but he doesn't want Steve Morgan getting overtime to mow. He is recommending moving all supervisors to salaried. Steve Miller said we probably need to do a salary survey. Council Member Elliston agreed that our salaries are all over the place. There were discussions about various positions and their salaries versus other positions.

Council Members Huffman and Elliston stepped out of the meeting at 1:37 p.m. and returned at 1:39. Mayor Groves read "powers and duties of a council" from the Charter. Lisa Remini said we are working on a path to improve how we pay our employees. Council Member Huffman said we really need to look at positions that are paid lower than what they should be. Jobe said he has been working on it. Dennis Jobe said he is asking for \$26,000 in payroll increases to add to the budget. We will need to see if we have the money. Lisa Remini mentioned the personnel policy may need to be changed to include a person's rate of pay will be adjusted when job duties are adjusted. Erin Corbell brought up that the job descriptions need to be looked at. Lisa said

we do not have a communications division in the base budget. That position was moved under police department. Dennis Jobe said there is a lot of heavy equipment repairs that are sent out. He went on to say we might be spending more sending equipment out for repairs than we would if we hired our own heavy equipment mechanic. Council Member May asked about moving all employees up to \$10 a hour. Dennis Jobe said we did; the \$9.00 salaries are for part time people. Erin Corbell said some aquatics employees are at \$9.00. Lisa Remini said she will adjust line item for year-round part time to \$10.00. Council wants all employees to be brought up to \$10 an hour. Appendix B, C, and D has the org chart that we are asking the council to approve. Appendix C is the payroll step grade chart. They will change step 1 to start at \$10 per hour and when we hire new employees, the superintendent will be given the authority to start them at different steps based on their experience. Tab D is summary sheet shows totals for each division by fund, 32% of base budget \$10,777 less than what we budgeted last year. We're budgeting for 100 positions.

**Supplemental Decision Requests – APPENDIX Book**  
**Utility Funds**  
**General and Special Funds**

Lisa Remini said the Appraisal District has given us their proposed budget. If there are no questions or issues presented to the Appraisal District, it becomes effective in September. We pay \$27,560 to them for their services. Also, Brady Volunteer Fire Department has list of expenditures totaling \$24,000 so it is in the base budget.

Council took at break at 2:16 pm and resumed the session at 2:36

Council and staff discussed dual certified areas and the impact on the City of business switching to Oncor

Supplemental requests. Dennis Jobe said we're looking at replacing poles city wide. Steven Miller confirmed we are looking at replacing 12 poles per year, but the job could quickly escalate. Council Member Garza asked about the N. Walnut job. Miller said we are waiting on TWDB. Council Member Huffman said she thought this was going to go into the base budget every year. She would agree to do 12 poles per year for \$75,000. Next year Lisa will put \$75,000 in the base budget, and council would like this in the proposed budget for this year.

Tree Trimming – Steven Miller would like to increase from 2 weeks to 3 weeks. Council was split so we need to come back to this item.

Street lights – Council Member Huffman asked for adjusted number with what has been discussed. Lisa said she would work on the numbers and bring back. Council Member Huffman said she felt like there are more important items than street lights. Council did not approve

ERCOT – Steven Miller explained. Council elected to not do this expenditure.

Breakers – Steven Miller reviewed. No action will be taken

Council took a break at 3:59 p.m. and resumed at 4:07 p.m. Dennis Jobe said the G. Rollie White committee has \$1.5 million to be distributed, but we have to apply for it. Jobe agrees we need a new fire station. Council Member Elliston asked if we have explored other grants. Dennis said they're working on it.

Dennis said his number one priority is a new fire station. Lisa went over General Obligation vs. Certificates of Obligation. Dennis Jobe and Chief Perrin discussed different location and construction options. Council confirmed they do want to do the project.

Jaws of Life – Council Members Huffman and Elliston want to take extra tree trimming week off and put those funds into jaws of life.

Council Member Huffman said she would be ok with raising property taxes a little bit to help cover police expenses.

Work Session was closed at 5:01 p.m.

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7/8/2020 - Work Session was opened at 10:00 a.m.

Council reviewed supplemental request from airport. Dennis Jobe explained the urgencies of the requests.

Lisa Remini confirmed council was in favor of the police replacement program; council had asked for numbers adding two new police officers and Lisa presented those figures. She also added in figures bringing all full-time employees up to \$10 per hour. She also figured the salaries that Dennis had talked about, SRO officer, jaws of life and bunker gear are the items that Lisa heard that Council was in favor of. She took the net figures and added those costs in.

Council took a break at 11:15 and resumed session at 11:20.

Council took a break for lunch at 12:16 and resumed at 1:30 p.m.

Lisa went over new numbers reflecting what council had approved in the budget process.

All council was in favor of adding two officers to include a lieutenant position.

Lisa Remini mentioned the Radium Reduction costs coming in the next few years. She asked if we want to look at raising rates now in anticipation. Council Member Huffman doesn't feel like she wants to raise rates right now. Lisa said there is time to figure it out. Council Member Elliston said she would rather take smaller rate increases, as would the Mayor, rather than jump up a lot all at once. Everyone except Council Member Huffman voted to increase water rates by 5%.

Missi Elliston left the meeting at 3:40 p.m.

Council agreed to review final budget during work session meeting on 7/21 at 4:00.

#### **Budgets / Requests from other Agencies**

#### **Fee Schedule**

There were no suggested changes

#### **7. Plan:**

Future work sessions and dates/topics

#### **8. Discuss process and Announcements**

**9. Adjournment**

There being no further business, the Mayor adjourned the budget work session at 3:43 p.m.

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

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

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The City Council of the City of Brady, Texas met in a Joint Special Meeting with the McCulloch County Commissioners Court on Tuesday, July 14, 2020 at 4:00 p.m. at the City of Brady Municipal Court Building located at 207 S. Elm Street, Brady, Texas with Mayor Tony Groves presiding. Council Members present were Missi Elliston, Jeffrey Sutton, Rey Garza, Jay May and Jane Huffman. City staff present were City Manager Dennis Jobe, Finance Director Lisa Remini, Fire/EMS Chief Lloyd Perrin, Community Services Manager Erin Corbell, Police Chief Steve Thomas, Police Captain Mike Hudson, and City Secretary Tina Keys. McCulloch County Commissioners present were Rick Kemp, and Jim Quinn along with County Judge Bill Spiller. Also in attendance were Dale Pearce, Mikki Williams, Margarita Moreno, Carol Anderson, Mark Marshall and Lynn Farris,

### **1. Call to Order, Roll Call and Certification of a Quorum**

Mayor Groves called the City Council meeting to order at 4:00 p.m. City Council quorum was certified. County Judge Bill Spiller certified a quorum for the County Commissioners.

### **2. Emergency Medical Services Interlocal Agreement**

City Manager Dennis Jobe turned the meeting over to Erin Corbell to present numbers and to review request. County Judge Bill Spiller asked City to recognize expenses they are out; providing 9-1-1 services to the city of Brady. Their expense for dispatch is \$384,000(+/-). Commissioner Quinn pointed out the County budget vs. City budget numbers.

Jobe asked if Commissioners will be agreeable on \$150,000. Judge Spiller said he will not agree until it's in writing. Commissioners will need to have a special meeting to discuss with other commissioners. Erin Corbell said she will have the final draft tomorrow. County Attorney Mark Marshall said he is good with that. County Commissioners will meet on July 22<sup>nd</sup> at 9:00.

### **3. Adjournment**

There being no further business, the Mayor adjourned the City Council meeting at 5:10 p.m.

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Mayor Anthony Groves

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

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

<b>AGENDA DATE:</b>	7-21-2020	<b>AGENDA ITEM</b>	5.
<b>AGENDA SUBJECT:</b>	Third Quarter Financial Report – FY 20		
<b>PREPARED BY:</b>	Lisa Remini	<b>Date Submitted:</b>	7-15-2020
<b>EXHIBITS:</b>	Financial Report as of June 30, 2020 Fund Balance and Cash Reconcilement Reconciled Cash and Utility Billing Summary Sales Tax Chart by Fiscal Year Utility Customer Service Reports		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>		\$00.00
	<b>Amount Budgeted:</b>		\$00.00
	<b>Appropriation Required:</b>		\$00.00
<b>CITY MANAGER APPROVAL:</b>			

<b>SUMMARY:</b>
Financial Reports for third quarter-end (75%) of FY 20 have been emailed to you for review and placed on the website for public view.
City Sales Tax collections (excluding collections dedicated to the Brady EDC) through June, 2020 total \$729,933, and are at 81% of budget projections.
Total Sale Tax Collections (including collections dedicated to Brady EDC) through the month of June are \$19,584, or 2.1% less than the same time last year.
Property tax collections total \$869,549 and are at 93.5% of budget projections. However, tax collections were at 98% same time last year resulting in a collection lag of \$59,662 .
Revenues for the city's Gas and Solid Waste funds are tracking in line with budget goals; however, the Electric and Water/Sewer funds are lagging in utility service revenues earned. It will depend on the billings for the summer months if budget goals are met. COVID 19 strategies to assist our utility customers has negatively impacted the revenue stream of the Utility Support fund by approximately \$60,000.
Expenditures for the city's core funds are tracking appropriately to budget goals.

<b>RECOMMENDED ACTION:</b>
This item is for presentation and discussion purposes only.

CITY OF BRADY  
MONTHLY FINANCIAL REPORT  
AS OF: JUNE 30TH, 2020

PAGE: 1

75.00% OF FISCAL YEAR

	CURRENT BUDGET	YEAR TO DATE ACTUAL	% TO DATE	YEAR TO DATE PRIOR YEAR
BEGINNING FUND BALANCE & NET WORKING CAPITAL	57,208,375.11	57,208,375.11		13,795,211.94
<u>REVENUES</u>				
10 -GENERAL FUND	7,758,049.00	6,070,264.59	78.24	6,566,241.48
20 -ELECTRIC FUND	7,700,040.00	5,436,333.89	70.60	5,007,680.61
30 -WATER / SEWER FUND	4,346,000.00	2,951,084.11	67.90	2,491,816.19
33 -WATER CONSTRUCTION FU	0.00	246,465.60	0.00	29,013,913.82
35 -WWTP CONSTRUCTION FUN	0.00	122,449.59	0.00	0.00
40 -GAS FUND	1,021,000.00	805,004.71	78.84	953,544.58
50 -UTILITY SUPPORT FUND	561,800.00	379,967.21	67.63	504,377.29
60 -SOLID WASTE FUND	1,371,741.00	1,093,265.63	79.70	905,692.98
61 -STREET SANITATION FUN	181,000.00	162,750.28	89.92	0.00
80 -SPECIAL REVENUE FUND	1,037,434.00	330,959.66	31.90	364,907.89
81 -CEMETERY FUND	45,950.00	43,284.56	94.20	140,479.59
82 -HOTEL/MOTEL FUND	180,000.00	117,651.01	65.36	225,089.98
83 -SPECIAL PURPOSE FUND	2,700.00	2,521.46	93.39	34,889.73
TOTAL REVENUES	24,205,714.00	17,762,002.30	73.38	46,208,634.14
<u>EXPENDITURES</u>				
10 -GENERAL FUND	8,651,945.00	5,641,883.71	65.21	5,749,725.92
20 -ELECTRIC FUND	8,128,120.00	5,454,704.36	67.11	5,458,312.32
30 -WATER / SEWER FUND	4,238,059.00	2,521,421.62	59.49	2,543,717.10
33 -WATER CONSTRUCTION FU	28,527,463.00	0.00	0.00	340,537.00
35 -WWTP CONSTRUCTION FUN	14,391,605.00	0.00	0.00	0.00
40 -GAS FUND	1,227,398.00	781,234.50	63.65	962,123.40
50 -UTILITY SUPPORT FUND	605,443.00	423,876.81	70.01	508,824.40
60 -SOLID WASTE FUND	1,591,105.00	1,000,553.83	62.88	934,258.40
61 -STREET SANITATION FUN	110,791.00	60,685.80	54.78	0.00
80 -SPECIAL REVENUE FUND	1,092,844.00	364,700.60	33.37	1,275,227.18
81 -CEMETERY FUND	79,977.00	49,686.09	62.13	38,971.01
82 -HOTEL/MOTEL FUND	244,896.00	113,268.46	46.25	98,113.40
83 -SPECIAL PURPOSE FUND	18,000.00	4,997.85	27.77	1,494.00
TOTAL EXPENDITURES	68,907,646.00	16,417,013.63	23.82	17,911,304.13
REVENUES OVER/(UNDER) EXPENDITURES	(44,701,932.00)	1,344,988.67		28,297,330.01
ENDING FUND BALANCE & NET WORKING CAPITAL	12,506,443.11	58,553,363.78		42,092,541.95

# FUND BALANCE AND CASH RECONCILEMENT

As of: June 30, 2020

			<u>Total Cash</u>
<b>BRADY NATIONAL BANK</b>			
Operating Account	#100677	\$	15,027,402.68
Airport Account	#172791	\$	15,167.33
CW - WWTP Construction	#103671	\$	44,862.59
DW Construction - 2013	#104828	\$	1,274.11
DW Construction - 2019	#116889	\$	-
CW Construction 2019	#117382	\$	-
Sinking Fund 2000	#172890	\$	36,040.44
Sinking Fund 2012 - Refunding	#103069	\$	176,758.44
Sinking Fund 2012 - WWTP	#103663	\$	106,298.76
Sinking Fund 2013 - DW	#105770	\$	30,851.18
Sinking Fund 2019 - DW	#117333	\$	-
Sinking Fund 2019 A - CW	#117366	\$	13,733.98
Sinking Fund 2019 B - CW	#117374	\$	-
Drug Seizure FDS	#172668	\$	1,943.03
Police Educational	#172700	\$	10,319.54
Court Security	#102533	\$	6,592.61
Court Technology	#102541	\$	4,911.91
Community Development Block	#172627	\$	2,880.35
Cash on Hand		\$	1,930.00
Bank Balances - Interest rate 0.85%	Subtotal	\$	<u>15,480,966.95</u>
Certificate of Deposit at CNB		\$	-
BOKF Escrow Account - CO 2012 CW Project		\$	-
BOKF Escrow Account - LF 2012 CW Project		\$	-
BOKF Escrow Account - EDAP 2015 DW Project		\$	51,334.53
BOKF Escrow Account - DW CO 2019		\$	10,714,479.17
BOKF Escrow Account - DW LF 2019		\$	4,776,802.32
BOKF Escrow Account - DW EDAP 2019		\$	13,540,331.41
BOKF Escrow Account - CW CO 2019A		\$	8,335,994.37
BOKF Escrow Account - CW CO 2019B		\$	1,922,984.82
BOKF Escrow Account - CW LF 2019		\$	4,272,938.55
	Subtotal	\$	<u>43,614,865.17</u>
<b>TOTAL CASH BALANCES RECONCILED</b>			<b>59,095,832.12</b>
<b>6/30/20 GENERAL LEDGER</b>			
Total Current Non-Cash Assets - All Funds			931,697.00
(Total Current Liabilities - All Funds)			(1,474,165.34)
<u>Total Fund Balance / Net Working Capital</u>			<u>58,553,363.78</u>



# RECONCILED OPERATING CASH / TOTAL UTILITY BILLINGS

Fiscal Year 19-20

MONTH	OPERATING CASH	ELECTRIC PCRF	DISTRIBUTION	SEWER	WATER	GAS FUEL	DISTRIBUTION	SOLID WASTE	TOTAL BILLINGS
October 2019	14,742,738.04	369,546.74	415,030.27	111,518.10	313,645.90	12,392.15	26,742.66	89,698.13	1,338,573.95
November 2019	14,727,707.83	272,586.45	295,411.56	106,078.37	235,647.95	31,248.42	35,761.39	89,636.66	1,066,370.80
December 2019	14,723,515.35	82,630.54	327,765.52	105,050.40	201,160.80	44,158.60	76,634.41	89,557.17	926,957.44
January 2020	14,974,479.69	276,153.05	301,437.17	101,095.16	181,061.85	65,945.40	72,623.16	89,550.64	1,087,866.43
February 2020	15,146,724.89	264,486.55	308,121.35	101,657.59	178,742.21	59,967.61	75,617.40	89,535.72	1,078,128.43
March 2020	15,098,256.39	257,259.61	304,080.20	98,870.19	160,134.26	48,172.83	79,772.43	89,956.84	1,038,246.36
April 2020	14,934,210.76	228,841.18	264,659.82	100,231.86	174,751.33	16,444.15	47,444.94	89,081.78	921,455.06
May 2020	14,947,214.69	229,037.66	258,896.75	99,975.46	208,218.20	17,071.32	40,817.93	89,224.42	943,241.74
June 2020	15,027,402.68	271,147.76	310,759.18	102,970.33	246,828.79	14,123.27	29,390.86	88,918.59	1,064,138.78
July 2020									0.00
August 2020									0.00
September 2020									0.00
		2,251,689.54	2,786,161.82	927,447.46	1,900,191.29	309,523.75	484,805.18	805,159.95	9,464,978.99

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  
End

09/30/2021

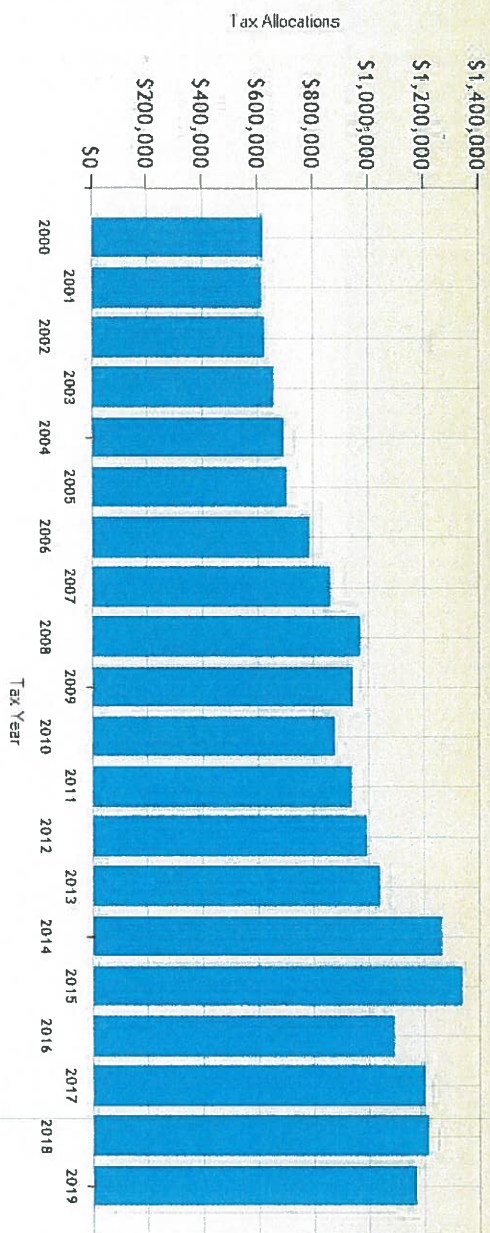


Submit

By Fiscal Year 10/01 - 09/30

Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2020	\$94,161	\$95,033	\$98,358	\$107,077	\$114,736	\$90,220	\$86,583	\$101,797	\$101,393	\$109,646	\$0	\$0	\$999,005
2019	\$108,700	\$97,871	\$99,563	\$102,849	\$102,877	\$97,257	\$96,793	\$108,828	\$94,204	\$91,085	\$99,315	\$87,187	\$1,186,530
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

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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, 2020**

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SERVICES	FISCAL YEAR 2020											
	October	November	December	January	February	March	April	May	June	July	August	September
Received Phone Calls	985	694	679	810	687	817	599	620	972			
Returned Calls	50	62	34	49	22	23	52	27	47			
Residential Apps	47	41	37	49	30	43	34	29	47			
Commercial Apps	4	1	0	0	1	0	0	2	0			
Service Orders	209	168	156	179	144	228	144	176	205			
Utility Onsite Payments	1222	1120	1360	1264	1124	423	186	951	525			
Utility Mail Payments	690	530	670	714	679	1282	1265	581	1010			
Utility Online Payments	498	499	525	487	458	595	743	697	643			
Utility Draft Payments	466	470	468	477	477	482	487	481	480			

# SERVICE ORDER REPORT FY 19-20

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	1	0	1	0				3
CC - BRUSH CHIPPING	3	6	2	0	2	4	5	5	10				37
C&S - CLEAN AND SHOW					1	1	0	0	0				2
CHG - SERVICE CHANGE	4	2	0	4	3	0	2	1	4				20
CON - CONNECT SERVICE	24	20	30	26	21	24	21	20	20				206
DEMO - DEMILITION (New Code Added)	0	0	0	1	0	0	0	0	0				1
DIS - DISCONNECT SERVICE	27	23	24	23	15	26	14	22	14				188
DMP - DUMPSTER SERVICE CHANG	4	3	1	4	0	0	1	1	2				16
EOUT - ELECTRIC OUTAGE	0	1	1	0	1	0	1	5	0				9
FD - FORCED DISCONNECT	48	37	25	37	32	44	46	38	55				362
GL - GAS LEAK	0	5	4	0	3	5	0	1	4				22
GOUT - GAS OUTAGE	1	0	0	0	0	0	0	0	0				1
MCE - ELECTRIC METER CHANGEOUT	1	3	0	3	1	4	1	3	0				16
MCG - GAS METER CHANGEOUT	2	1	1	0	0	0	1	2	0				7
MCW - WATER METER CHANGEOUT	4	1	2	2	1	3	3	6	4				26
MISC - MISCELLANEOUS	17	10	12	8	13	18	13	10	12				113
NONCO - NON COMPLIANCE CODE	1	1	1	2	0	0	0	0	0				5
NONPAY- DISCONNECT FOR NON PAY	19	21	21	15	9	22	0	0	0				107
PH - STREET POTHOLE	1	0	2	2	1	2	0	1	2				11
PPM - PUBLIC PROPERTY	1	0	0	0	0	0	0	0	0				1
PL - PILOT LIGHT ON/OFF	5	2	0	0	1	0	0	0	0				8
PLY - POLYCART SVC CHANGE	18	23	21	24	12	30	27	25	13				193
PULL - PULL METER	3	2	6	1	1	3	0	4	0				20
RC - CHECK READ	36	23	25	35	29	44	26	37	44				299
REINS - REINSTATEMENT OF SERVICE	13	6	9	7	8	15	0	0	0				58
SBU - SEWER BACK UP	0	0	0	0	0	2	1	1	1				5
SC - STREET CUTS FOR TAPS	0	0	0	0	0	0	0	0	5				5
SL - SECURITY LIGHTS REPAIR	12	2	7	5	0	5	4	4	1				40
TT - TREE TRIMMING	0	0	0	0	0	2	0	0	0				2
WL - WATER LEAK	5	5	4	2	4	10	9	5	15				59
WOUT - WATER OUTAGE	0	1	0	0	0	0	0	1	0				2
<b>TOTAL ALL CODES</b>	<b>249</b>	<b>198</b>	<b>198</b>	<b>202</b>	<b>158</b>	<b>265</b>	<b>175</b>	<b>193</b>	<b>206</b>				<b>1844</b>

SERVICE ORDER DELEGATION BY GROUP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
CODE ENFORCEMENT	1	1	1	2	0	0	0	0	0				5
ELECTRIC	22	12	12	7	5	15	11	18	4				106
GAS	9	11	7	2	7	7	1	8	6				58
METER TECHNICIAN	175	133	140	148	122	182	113	117	139				1269
PPM	1	0	0	0	0	0	0	0	0				1
SOLID WASTE	22	26	22	28	12	30	28	26	15				209
STREETS	4	6	4	6	4	9	6	7	17				63
WATER	15	9	12	9	8	22	16	17	25				133
<b>TOTAL</b>	<b>249</b>	<b>198</b>	<b>198</b>	<b>202</b>	<b>158</b>	<b>265</b>	<b>175</b>	<b>193</b>	<b>206</b>				<b>1844</b>

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

<b>AGENDA DATE:</b>	07/21/2020	<b>AGENDA ITEM</b>	7.A.
<b>AGENDA SUBJECT:</b>	Discussion, consideration, and possible action regarding the <b>second and final reading of Ordinance 1308</b> to abandon a portion of Apple Street as requested by P.W. Gillibrand of Texas, Inc.		
<b>PREPARED BY:</b>	T. Keys / E. Corbell	<b>Date Submitted:</b>	6/29/2020
<b>EXHIBITS:</b>	Ordinance 1308		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	\$00.00	
	<b>Amount Budgeted:</b>	\$00.00	
	<b>Appropriation Required:</b>	\$00.00	
<b>CITY MANAGER APPROVAL:</b>			

<b>SUMMARY:</b>
P.W. Gillibrand has requested the City of Brady abandon a portion of Apple Street within the survey boundaries of their property and are no longer maintained by the city or used by the public for any public access.

<b>RECOMMENDED ACTION:</b>
<b>Mayor will ask:</b> “Madam City Secretary please read the Ordinance Preamble for the record in accordance with the City Charter.” “Secretary reads preamble”
<b>Mayor calls for a motion:</b> Move to approve the <b>second and final</b> reading of Ordinance 1308

## **ORDINANCE NO. 1308**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS, CLOSING AND ABANDONING A CERTAIN PORTION OF APPLE STREET TO THE ABUTTING PROPERTY OWNER; AND ESTABLISHING AN EFFECTIVE DATE HEREOF.**

**WHEREAS**, the City of Brady, Texas, a home rule municipality, has established a certain portion of Apple Street located east of Block 64 and Block 81 of the Luhr Addition to the City of Brady as a public street, as shown and recorded in Volume 27, Page 314, of the Deed Records of McCulloch County, Texas and commonly described as being a 0.296 acre tract and more particularly described in the attached Exhibit A and as shown more particularly on the Survey in the attached Exhibit B (hereinafter the "Street") ; and

**WHEREAS**, the Street is not an improved street; and

**WHEREAS**, pursuant to Section 311.007 of the Texas Transportation Code, a home rule municipality has the authority to vacate, abandon, or close a street or alley; and

**WHEREAS**, pursuant to Section 272.001 (b) a conveyance to an abutting property owner who owns the underlying fee simple may be made at less than fair market value when the division between owners is made in an equitable manner; and

**WHEREAS**, there is only one abutting property owner; and

**WHEREAS**, no detriment or hazard to the City or its citizens has been found; and

**WHEREAS**, the abutting property owner has already provided the survey in relation to said property and has offered to pay all costs in association with the transfer of title to the portion of the property to be abandoned.

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

**Section 1.** That the recitals contain in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

**Section 2.** That the City Council finds that such closure and abandonment as requested will cause no harm or injury to the City of Brady or its citizens.

**Section 3.** That pursuant to the authority provided to the City by Section 311.007 of the Texas Transportation Code and Section 272.001(b)(2) of the Texas Local Government Code, City Council hereby closes and abandons to the abutting owner the Street as shown on **Exhibit "A" and Exhibit "B"**.

**Section 4.** That the City Manager is authorized to execute a quit claim deed, and other instruments reasonably necessary to complete the closure; provided that the release of the abandoned Street is apportioned to the abutting owners as required in Section 272.001(b)(2) of the Texas Local Government Code.

**Section 5.** That should any section, clause, or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this ordinance or any other Ordinance of the city as a whole or any part thereof, other than the part so declared to be invalid.

**Section 6.** That it is officially found, determined and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

**Section 7.** That any utility easements located within the subject Street are hereby retained and shall remain in full force and effect.

**Section 8.** This Ordinance shall be effective upon the date hereof and any publication required by law.

**PASSED, APPROVED and ADOPTED by the City Council of the City of Brady, Texas, on this \_\_\_\_ day of \_\_\_\_\_, 2020.**

**CITY OF BRADY**

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
City Attorney



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

<b>AGENDA DATE:</b>	07/21/2020	<b>AGENDA ITEM</b>	7.B.
<b>AGENDA SUBJECT:</b>	Discussion, consideration, and possible action regarding the <b>second and final reading of Ordinance 1309</b> to abandon a portion of E. 9 <sup>th</sup> Street as requested by P.W. Gillibrand of Texas, Inc.		
<b>PREPARED BY:</b>	T. Keys / E. Corbell	<b>Date Submitted:</b>	6/29/2020
<b>EXHIBITS:</b>	Ordinance 1309		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	\$00.00	
	<b>Amount Budgeted:</b>	\$00.00	
	<b>Appropriation Required:</b>	\$00.00	
<b>CITY MANAGER APPROVAL:</b>			

<b>SUMMARY:</b>
P.W. Gillibrand has requested the City of Brady abandon a portion of E. 9 <sup>th</sup> Street within the survey boundaries of their property and are no longer maintained by the city or used by the public for any public access.

<b>RECOMMENDED ACTION:</b>
<b>Mayor will ask:</b> “Madam City Secretary please read the Ordinance Preamble for the record in accordance with the City Charter.” “Secretary reads preamble”
<b>Mayor calls for a motion:</b> Move to approve the <b>second and final</b> reading of Ordinance 1309

## **ORDINANCE NO. 1309**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS, CLOSING AND ABANDONING A CERTAIN PORTION OF E. 9<sup>th</sup> STREET TO THE ABUTTING PROPERTY OWNER; AND ESTABLISHING AN EFFECTIVE DATE HEREOF.**

**WHEREAS**, the City of Brady, Texas, a home rule municipality, has established a certain portion of East 9<sup>th</sup> Street, being the east 175 feet of East 9<sup>th</sup> Street between Block 64 and Block 81 of the Luhr Addition to the City of Brady as a public street, as shown and recorded in Volume 27, Page 314, of the Deed Records of McCulloch County, Texas and commonly described as being a 0.20 acre tract and more particularly described in the attached Exhibit A and as shown more particularly on the Survey in the attached Exhibit B (hereinafter the "Street") ; and

**WHEREAS**, the Street is not an improved street; and

**WHEREAS**, pursuant to Section 311.007 of the Texas Transportation Code, a home rule municipality has the authority to vacate, abandon, or close a street or alley; and

**WHEREAS**, pursuant to Section 272.001 (b) a conveyance to an abutting property owner who owns the underlying fee simple may be made at less than fair market value when the division between owners is made in an equitable manner; and

**WHEREAS**, there is only one abutting property owner; and

**WHEREAS**, no detriment or hazard to the City or its citizens has been found; and

**WHEREAS**, the abutting property owner has already provided the survey in relation to said property and has offered to pay all costs in association with the transfer of title to the portion of the property to be abandoned.

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

**Section 1.** That the recitals contain in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

**Section 2.** That the City Council finds that such closure and abandonment as requested will cause no harm or injury to the City of Brady or its citizens.

**Section 3.** That pursuant to the authority provided to the City by Section 311.007 of the Texas Transportation Code and Section 272.001(b)(2) of the Texas Local Government Code, City Council hereby closes and abandons to the abutting owner the Street as shown on **Exhibit "A" and Exhibit "B"**.

**Section 4.** That the City Manager is authorized to execute a quit claim deed, and other instruments reasonably necessary to complete the closure; provided that the release of the abandoned Street is apportioned to the abutting owners as required in Section 272.001(b)(2) of the Texas Local Government Code.

**Section 5.** That should any section, clause, or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this ordinance or any other Ordinance of the city as a whole or any part thereof, other than the part so declared to be invalid.

**Section 6.** That it is officially found, determined and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

**Section 7.** That any utility easements located within the subject Street are hereby retained and shall remain in full force and effect.

**Section 8.** This Ordinance shall be effective upon the date hereof and any publication required by law.

**PASSED, APPROVED and ADOPTED by the City Council of the City of Brady, Texas, on this \_\_\_\_ day of \_\_\_\_\_, 2020.**

**CITY OF BRADY**

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
City Attorney

# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	07/21/2020	<b>AGENDA ITEM</b>	7.C.
<b>AGENDA SUBJECT:</b>	Discussion, consideration, and possible action regarding Interlocal Agreement for Fire and EMS services, Law Enforcement/Police services, Detention/Jail services, Senior Citizen services, Emergency Planning and Management services, and Temporary Use of City Facilities		
<b>PREPARED BY:</b>	T. Keys / D. Jobe	<b>Date Submitted:</b>	7/17/2020
<b>EXHIBITS:</b>	Interlocal Agreement		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	\$00.00	
	<b>Amount Budgeted:</b>	\$00.00	
	<b>Appropriation Required:</b>	\$00.00	
<b>CITY MANAGER APPROVAL:</b>			

<b>SUMMARY:</b>	<p>Interlocal Cooperation Agreement for the City of Brady and the County of McCulloch. The agreement is for the City of Brady to provide Emergency Medical Services to citizens that live in McCulloch County outside of the City Limits. The City of Brady has requested the county issue payment in the amount of \$150,000.00 to provide these services. The agreement will be for a period of one (1) year and reviewed annually by both entities for any extensions.</p>
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<b>RECOMMENDED ACTION:</b>	<p>Move to direct staff as desired</p>
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## **INTERLOCAL COOPERATION AGREEMENT**

**between**

### **The City of Brady and the County of McCulloch**

This Agreement is entered into by and between the City of Brady, Texas (herein "City") a home rule municipality duly incorporated under the laws of the State of Texas and the County of McCulloch, a body corporate and politic acting herein through its Commissioners Court, (herein "County") on this the \_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date").

**WHEREAS**, the State of Texas, in the Interlocal Cooperation Act, has provided in Chapter 791 of the Texas Government Code, has authorized the City and the County to contract, to the greatest possible extend, with one another to jointly exercise services to increase the efficiency and effectiveness of their respective local governments; and

**WHEREAS**, the City and the County find it is in the public interest for the City to provide Emergency Medical Services, certain police protection services, fire protection services, temporary utilization of certain property and internet connections, certain senior services, certain ground maintenance, and certain administrative functions in relation to the Local Emergency Planning Committee and the Joint City-County Emergency Management Program to the residents of the City and the County; and

**WHEREAS**, the City and the County find it is in the public interest for the County to provide certain police protection services, 911 dispatching services, detention services, and certain senior facilities and transportation services to the residents of the City and the County.

**NOW, THEREFORE, THE CITY AND THE COUNTY HEREBY AGREE AS FOLLOWS:**

#### **SECTION I** **PURPOSE**

The purpose of this Agreement is to ensure that the Parties hereto provide Emergency Medical Services, police protection services, fire protection services, 911 dispatching

services, detention services, senior services, ground maintenance, and administrative functions in relation to the Local Emergency Planning Committee and the Joint City-County Emergency Management Program in a cooperative manner to the citizens of both the City and the County.

## **SECTION II**

### **DUTIES AND RESPONSIBILITIES OF THE PARTIES AND AGREED FUNDING**

#### **2.1 Fire and EMS Services.**

- a. The City agrees to provide Fire Protection Services and Emergency Medical Service (“EMS”) services to the residents of the County who reside outside Brady’s city limits. EMS services for the purposes of this Agreement shall be defined as emergency ambulance services and shall include prehospital transportation of persons in need of emergency medical care by trained and specially equipped personnel for that purpose.
- b. The City will bill the County \$150,000. This amount will be paid by County in March of each year that this Agreement is in effect.
- c. Separately, the City will bill the County for EMS calls for service to the Jail in accordance with the standard billing service fee schedule determine by the level of EMS services rendered.

#### **2.2 Law Enforcement/Police Services.**

- a. The City agrees to support County in the provision of police services with any calls for service as requested.
- b. The County agrees to support City in the provision of police services with any calls for service as requested within the City limits.
- c. The County will notify the City of any calls for service or announcement of “look-outs” from other entities that will be within the City limits.
- d. The County agrees to provide 911 dispatch service to the City.
- e. The Parties recognize the mutual consideration for 1.02 a-c, above, and the 911 dispatch service in d, above, shall be provided at no charge to the City due

to the County's desire to provide dispatching with the new McCulloch County Law Enforcement Center (County Jail).

2.3 Detention/Jail Services.

- a. The County will provide detention/jail services to the City for all Class C misdemeanors.
- b. City will pay billed amounts by County of each Class C jailed individual in accordance with state law.

2.4 Senior Citizen Services.

- a. The County will provide the Sunset Center Building for the Senior Citizens Services.
- b. The County agrees to fund the County-wide CVCOG transportation services.
- c. The City will provide the staff and meal services for the Senior Citizen Services.
- d. The County will pay \$599.99 to City for matching grant funds for the annual HMD-Texans Feeding Texans Grant, each year the City receives funding for same, payable in February in each year.

2.5 Emergency Planning and Management Services.

- a. The City will maintain the paperwork for reporting as required for state and federal agencies, monthly Local Emergency Planning Committee (LEPC) meetings, and annual report for a Joint City-County Emergency Management Program in accordance with state and federal regulations.
- b. The County will pay the City \$15,000 for such services in February of each year this Agreement is in effect.

2.6 Temporary Use of City Facilities.

The City will allow County to use the City Hall roof and IT closet with its internet connections until permanent County facilities fiber solution is completed without further consideration than what is given elsewhere in this Agreement.

### **SECTION III**

#### **INDEPENDENT CONTRACTOR/LIABILITY**

3.1 At all times during the performance of this Agreement and in connection with any services rendered under this Agreement, both Parties shall be considered as independent contractors. No relationship of employer-employee is created by this Agreement or by the City's or County's service. The County acknowledges that City is not obligated to provide Workers' Compensation Insurance or any other of the City's employee related insurance or benefits for County personnel. The City acknowledges the County is not obligated to provide Workers' Compensation Insurance or any other of the County's employee related insurance or benefits for City personnel.

3.2 Pursuant to Chapter 791, Section 731.006(a) County shall be responsible for any civil liability that arises from the furnishing of training, fire suppression, fire fighting, ambulance services, hazardous materials response services, fire and rescue services, or paramedic services by City if such service is provided outside the City limits of City.

3.3 In the case of law enforcement services, the Party requesting and obtaining the services shall be responsible for any civil liability that arises from the furnishing of such services.

### **SECTION IV**

#### **NO PARTNERSHIP**

It is agreed that nothing herein contained is intended or should be construed as creating or establishing a partnership relationship between the parties, or as creating or establishing the relationship by either party as an agent, representative, or employee of the other party for any purpose or in any manner, whatsoever.

### **SECTION V**

#### **MISCELLANEOUS**

5.1 Each party shall approve participation in this Agreement by the appropriate governmental body or authorized public officer.



5.2 The County and the City may not assign or amend all or any part of this Agreement without the prior written consent of each party.

5.3 The annual renewal and, if necessary, renegotiation of this Agreement shall be contingent upon the availability of current revenue funds. If sufficient funds are not allocated by the City or the County as provided for in this Agreement, either Party may terminate this Agreement on thirty (30) days' notice to the other Party.

5.4 This Agreement may be terminated or renegotiated in the event of changed state regulations that affect the parties' performance under this Agreement.

5.5 All notices under this Agreement shall be in writing and may be either hand delivered or sent by certified mail, postage prepaid, return receipt requested, to the following addresses:

**CITY:** Honorable Anthony Groves  
Mayor of the City of Brady

**COUNTY:** Honorable Judge Bill Spiller  
McCulloch County Judge

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

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

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

## **SECTION VI** **SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be invalid or contrary to the law by a court of competent jurisdiction or contrary to any rule or regulation in the remaining portions of the Agreement, it shall not affect, impair or invalidate this Agreement as a whole or any provision hereof not declared to be invalid or contrary to law. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

## **SECTION VII** **ENTIRE AGREEMENT: REQUIREMENT OF AUTHORITY IN WRITING**

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreement presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties. **NO OFFICIAL, AGENT, EMPLOYEE, OR REPRESENTATIVE OF THE CITY OR COUNTY HAS ANY AUTHORITY TO ALTER, AMEND, OR MODIFY THE TERMS OF THIS CONTRACT, EXCEPT IN ACCORDANCE WITH SUCH EXPRESS WRITTEN AUTHORITY AS MAY BE GRANTED BY THE CITY AND COUNTY.**

## **SECTION VIII** **VENUE**

The parties agree that this Agreement is fully performable in McCulloch County, Texas, and further agree that venue for any litigation arising out of or relating to this Agreement must be filed in a court of competent jurisdiction located in McCulloch County, Texas.

**SECTION IX**  
**TERM**

This Agreement will become effective \_\_\_\_\_ and will expire one (1) year therefrom. This Agreement shall thereafter automatically renew under the same terms and conditions for additional one year terms, unless terminated by either party. Either party may terminate, with or without cause, by giving at least thirty (30) days written notice to the other party.

**SECTION X**  
**EXECUTION**

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed and effective on the \_\_\_\_ day of \_\_\_\_\_, 2020.

**FOR THE CITY OF BRADY:**

by: \_\_\_\_\_

Mayor Anthony Groves

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

**FOR THE COUNTY OF MCCULLOCH:**

by: \_\_\_\_\_

Judge Bill Spiller

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

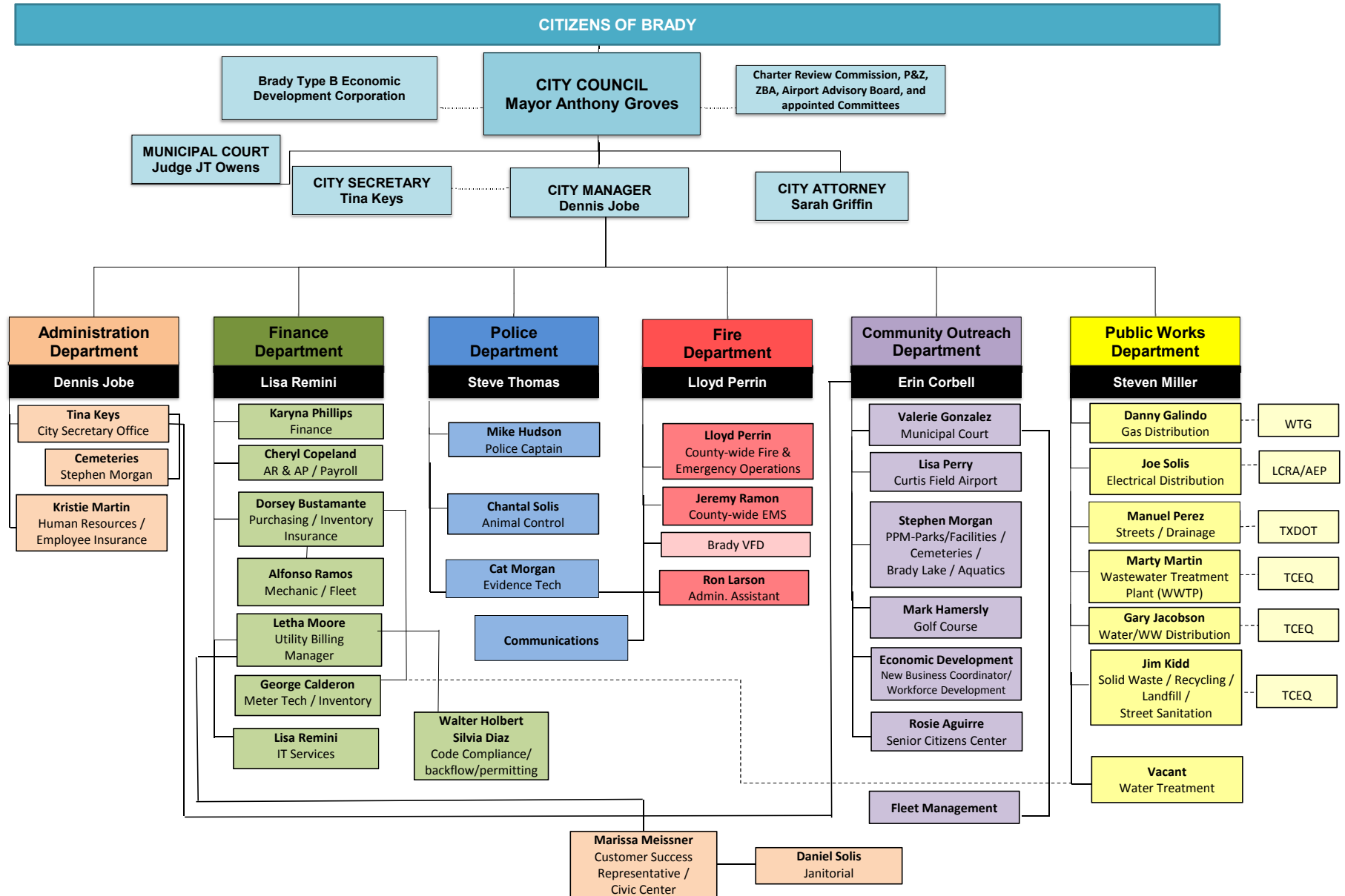
# City Council City of Brady, Texas Agenda Action Form

<b>AGENDA DATE:</b>	07/21/2020	<b>AGENDA ITEM</b>	7.D.
<b>AGENDA SUBJECT:</b>	Discussion, consideration, and possible action regarding City of Brady Organizational Chart		
<b>PREPARED BY:</b>	T. Keys / D. Jobe	<b>Date Submitted:</b>	07/16/2020
<b>EXHIBITS:</b>	Organizational Chart		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	\$00.00	
	<b>Amount Budgeted:</b>	\$00.00	
	<b>Appropriation Required:</b>	\$00.00	
<b>CITY MANAGER APPROVAL:</b>			

<b>SUMMARY:</b>
This is the updated organizational chart that was reviewed in the Budget Workshops. Changes for the Budget year 2020- 2021 are presented on Exhibit ‘A’.

<b>RECOMMENDED ACTION:</b>
Move to direct staff as desired

# CITY OF BRADY ORGANIZATION CHART FY 2020



# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	7/21/20	<b>AGENDA ITEM</b>	7.E.
<b>AGENDA SUBJECT:</b>			
Discussion, consideration, and possible action regarding approval of contract for professional services for mural project using Hotel Occupancy Tax funds			
<b>PREPARED BY:</b>	Erin Corbell	<b>Date Submitted:</b>	07/17/20
<b>EXHIBITS:</b>			
Contract with Calina Mishay Art for professional services			
<b>BUDGETARY IMPACT:</b>			
		<b>Required Expenditure:</b>	\$65,000.00
		<b>Amount Budgeted:</b>	\$70,000.00
		<b>Appropriation Required:</b>	\$0.00
<b>CITY MANAGER APPROVAL:</b>			
<b>SUMMARY:</b>			
<p>For several years, city management and community organizations have been working toward a mural project in the community to bolster the look of areas around town, drive tourism and encourage additional beautification projects. A small committee went out for RFP's for mural work and received three proposals. The committee chose Calina Mishay Art because of the quality of her work and the exposure that her work receives.</p> <p>Hotel Occupancy Tax funds are able to be spent on projects like the continuation of arts, so this is a qualifying project for HOT funds.</p>			
<b>RECOMMENDED ACTION:</b>			
Approve contract with Calina Mishay Art for a mural project beginning this fall.			

**ARTIST AGREEMENT  
BETWEEN**

**City of Brady, Texas (CLIENT)**

**AND**

**CALINA MISHAY ART (ARTIST)**

**FOR**

**MURAL PAINTING (PROJECT)**

**Between CLIENT:** City of Brady Texas

**And ARTIST:**  
Calina Mishay Art  
1018 E Reynolds .  
Stamford, Texas  
79553

Made as of **17<sup>th</sup> day of June in the Year 2020**

**For the following PROJECT:** 2 Mural Paintings (as more specifically described in "Exhibit A" attached hereto.

CLIENT and the ARTIST agree as set forth below.

**THIS AGREEMENT** is made and entered by and between **City of Brady, Texas**, hereinafter referred to as ("CLIENT"), and Calina Mishay Art, hereinafter referred to as ("ARTIST"), to be effective from and after the date as provided herein, hereinafter referred to as ("AGREEMENT").

**WHEREAS**, CLIENT desires to engage the services of ARTIST to paint murals, hereinafter referred to as the "PROJECT" as more fully described in "Exhibit A" attached hereto; and

**WHEREAS**, ARTIST desires to render such services for CLIENT upon the terms and conditions provided herein.

**NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:**

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

**ARTICLE 1 - ARTIST'S SERVICES**

**1.1 Engagement of the ARTIST** - CLIENT hereby agrees to retain ARTIST to perform the services set forth herein in connection with the PROJECT. ARTIST agrees to perform such services in accordance with the terms and conditions of this AGREEMENT.

**1.2 Scope of Services** - The parties agree that ARTIST shall perform such services as are set forth and described in "Exhibit A", which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in "Exhibit A", in the form of written change orders, may be authorized from time to time by CLIENT.

**1.3 Schedule of Work** - ARTIST agrees to commence work immediately upon execution of this AGREEMENT and receipt of first payment. and to proceed diligently with said work to completion as described in the Completion Schedule/PROJECT Billing Budget attached hereto as " Exhibit B" and incorporated herein by reference for all purposes, but in no event shall the PROJECT be completed any later than six (6) months **following written notice from CLIENT that it has acquired the necessary, as solely determined by CLIENT, easements at the locations where the Artwork made the subject of this AGREEMENT will be painted.** In this connection, the parties hereto agree that within ten (10) days of securing said easements, "Exhibit B" of this AGREEMENT shall be amended in writing to reflect the agreed upon PROJECT Completion Schedule timeline.

## **ARTICLE 2 - CLIENT'S RESPONSIBILITIES**

**2.1 Project Data** - CLIENT shall furnish required information that it currently has in its possession, as expeditiously as necessary for the orderly progress of the work, and ARTIST shall be entitled to rely upon the accuracy and completeness thereof. **This includes, but is not limited to wall size, construction, condition, and any limitations to the surface that will affect design/execution.**

## **ARTICLE 3 - ARTIST'S COMPENSATION**

**3.1 Compensation for ARTIST's Services** - As described in "Article I, ARTIST's Services", the total compensation for this PROJECT shall be **Design Pending: Main wall 100 E commerce \$28,000-35,000 and 210 N Bridge \$25,000 -30,000** ("ARTIST's Fee") and will cover all services to be rendered and materials to be provided in accordance with this AGREEMENT. The ARTIST's Fee shall be paid in accordance with this Article 3 and the Completion Schedule/PROJECT Billing as set forth in "Exhibit B", attached hereto.



<b>Event</b>	<b>Payment Amount</b>
Deposit, dates blocked off for painting, and visits to town/begin design process with small team. Will send invoice now Dates OCTOBER 8th into Nov 2020 or until completed	\$12,000 (I normally take 1/3 of total which I am guessing will be close to 60k, but due to that amount I will accept 12k as the initial deposit)
Completion of mural	\$48,000 (estimate give or take)
<b>TOTAL</b>	<b>\$58-65,000 ish</b>

The second payment \$48,000 of the ARTIST's Fee, shall not be paid until the ARTIST has completed all of the Artwork services and tasks described in "Exhibit A" and "Exhibit B", attached hereto.

**3.2 Failure to Pay** - Failure of CLIENT to pay ARTIST according to terms established herein, for a reason other than cause, within ten (10) days from the due date shall grant the ARTIST the right. in addition to any and all other rights provided, to, upon written notice to CLIENT, refuse to render further services to CLIENT and such act or acts shall not be deemed a breach of this AGREEMENT. CLIENT shall not be required to pay the ARTIST if the ARTIST breached any provision(s) herein.

**3.3 Adjusted Compensation** - If the Scope of the PROJECT or if the ARTIST's services are materially changed, the amounts of the ARTIST's compensation shall be equitably adjusted as approved by CLIENT. Any additional amounts paid to the ARTIST as a result of any material change to the Scope of the PROJECT shall be agreed upon in writing by both parties before the services are performed.

**3.4 PROJECT Suspension** - If the PROJECT is suspended or abandoned in whole or in part, by CLIENT for more than three (3) months, ARTIST shall be entitled to compensation for any and all work completed to the satisfaction of CLIENT in accordance with the provisions of this AGREEMENT prior to suspension or abandonment. In the event of such suspension or abandonment, ARTIST shall deliver to CLIENT all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any other items prepared by ARTIST in connection with this AGREEMENT prior to ARTIST receiving final payment. If the PROJECT is resumed after being suspended for more than three (3) months, the ARTIST's compensation shall be equitably adjusted as approved by CLIENT. Any additional amounts paid to the ARTIST after the PROJECT is resumed shall be agreed upon in writing by both parties before the services are performed.

#### **ARTICLE 4 - OWNERSHIP AND COPYRIGHT**

**4.1 Ownership of Work** - The PROJECT is the property of CLIENT. CLIENT shall be entitled to copies of the plans and the Artwork, which are prepared by the ARTIST in connection

with the rendering and the painting of the PROJECT under this AGREEMENT. The ownership of the artwork is transferred to CLIENT upon full payment of Artwork described in "Exhibit A" and "Exhibit B" attached hereto.

**4.2 Ownership of Copyright** - ARTIST shall retain the copyright to the Artwork. ARTIST shall take all steps, at her own expense, to protect the copyright of the Artwork.

**4.3 License to CLIENT** - The ARTIST irrevocably licenses CLIENT, its employees, representatives, officers and agents, and political partners the right to make photographs, two dimensional reproductions, and adaptations of the work for educational, public relations, arts promotional and other non-commercial purposes. For the purposes of this AGREEMENT, the following, among others, are deemed to be reproductions and/or adaptations for noncommercial purposes: reproduction in exhibition catalogues, websites, books, slides, photographs, postcards, posters, and calendars; in magazines, books, art and news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational, historical or critical nature; slides, videos and film strips not intended for a mass audience, and television from stations operated for educational purposes or on programs for educational and news purposes from all stations.

**4.4 Copyright Notice** - CLIENT undertakes to use its reasonable efforts to include in any reproductions which it makes of the Artwork a copyright notice in the following form: "Copyright Calina Mishay Art", or "© Calina Mishay Art".

**4.5 Representations and Warranties Regarding Copyright** - The ARTIST represents and warrants that the Artwork is an original creation of ARTIST's and will not infringe the copyright, trade mark, or other intangible rights of any third party.

## **ARTICLE 5 - FABRICATION**

**5.1 Specifications** - ARTIST will fabricate and paint the Artwork, or cause it to be fabricated and painted, in substantial conformity with the Design approved by CLIENT as set forth in "Exhibit A".

**5.2 Changes** - Any significant changes to the Artwork by either ARTIST or as requested by CLIENT will be approved in writing by the other party. For purposes of this AGREEMENT, a "significant change" only includes requests from ARTIST or CLIENT for a **completely new design (>50% change in original design), a change in project size, or a change in project location from the original Design described in "Exhibit A"**. If ARTIST wishes to make a significant change to the Artwork, he/she must request written approval from CLIENT of the change in writing at the address provided in Section 14. CLIENT will provide a written response within five (5) calendar days.

**5.3 Review of the Artwork** - CLIENT will be given access to the Artwork during reasonable business hours by ARTIST in order to review the Artwork and ARTIST's or fabricator's progress

with fabrication/painting of the Artwork. Alternatively, CLIENT requests and shall be given photographic documentation of ARTIST's progress to verify each stage that triggers payment pursuant to Section 3.1 above.

**5.4 Notification of Artwork Completion** - ARTIST will notify CLIENT pursuant to Section 15 below when the Artwork is completed. Designated representatives of CLIENT will have the opportunity to inspect the Artwork for conformity with CLIENT's requirements prior to delivery and to give written approval or disapproval of the Artwork for five (5) business days following notice from the ARTIST.

**5.5 Preparation of Site** - Due to the nature of the PROJECT, cooperation from the CLIENT may be required. CLIENT will provide ARTIST with specifications and pictures for the area where the Artwork will be rendered. ARTIST is responsible for obtaining and forwarding to CLIENT design drawings for rendering of the Artwork. CLIENT agrees to prepare the work site location to ARTIST specifications prior to the date of work in regards to power washing, cleaning, preparing with primer, and other repairs to the walls as discussed with the ARTIST.

**5.6 Equipment Requirement** - Due to the scale of the project, the CLIENT agrees to furnish no less than one (1) mode of self-driven height extension equipment. This includes, but is not limited to, a two-man scissor lift or boom lift. This equipment is provided at the expense of the CLIENT, and is required to be in place prior to project commencement. Failure to provide the requisite equipment voids the timeline outlined in "Exhibit B", and may lead to project cancellation. Examples of proper equipment will be provided to the CLIENT from the ARTIST upon request.

**5.7 Warranty of Craftsmanship** -The ARTIST warrants that the Artwork will be free of defects in workmanship and materials, pursuant to the sub-sections below. In the event that any defects become apparent in the workmanship or materials within one (1) year of the execution of this AGREEMENT, ARTIST will remedy any defects at ARTIST's sole cost and expense.

1. If preparation of the site (see section 5.6) meets the ARTIST's standards, ARTIST will provide in writing a one (1) year limited warranty. The warranty covers any defects in the Design that are deemed due to faulty paint and/or supplies. The warranty does not cover damage to the wall from natural or man-made events that are not the fault of the ARTIST.
2. If preparation of the site does not meet artist standards, either (1) the artist will delay the start of the project until wall is brought up to standards, or (2) the CLIENT will agree to continue with the project as is, but forgoes the warranty. If the project is delayed, additional costs may be discussed with the CLIENT based on changes to "Exhibit B".

## **ARTICLE 6 - STORAGE**

**6.1 Storage Costs** - ARTIST will be responsible for any and all costs associated with storing the materials utilized in rendering the Artwork, including but not limited to, the cost of transporting the materials to and from the PROJECT site.

**6.2 Storage Requirements** - If CLIENT is providing on-site storage for materials, CLIENT will provide

a locked storage facility to adequately, as solely determined by CLIENT, contain the materials and supplies reasonably required by ARTIST for the rendering of the Artwork.

#### **ARTICLE 7 - FINAL APPROVAL OF ARTWORK**

Within five (5) business days of the permanent rendering of the Artwork, CLIENT will inspect the Artwork to determine whether it conforms to all of the requirements of this AGREEMENT. If CLIENT desires any modifications to the Artwork or finds that any aspect of the Artwork is not in conformance with this AGREEMENT, CLIENT will notify ARTIST in writing within five (5) business days of the inspection. ARTIST will have an opportunity to address and cure any defects, requests or concerns of CLIENT within fifteen (15) days of the date of CLIENT's notice provided pursuant to Article 7.

## **ARTICLE 8 - INTEGRITY OF THE WORK**

**8.1 Repairs and Maintenance** - CLIENT undertakes to exercise reasonable care to protect, repair, and maintain the work. ARTIST agrees to cooperate with and advise CLIENT in connection with any such non-routine maintenance, including, without limitation, damage by acts of God, vandalism, conservation and/or replacement of any portion of the Artwork to the extent that he, she or it is able to do so. During ARTIST's lifetime, CLIENT will not undertake any non-routine maintenance on the Artwork without attempting to consult with the ARTIST or his or her authorized representative unless an emergency requires CLIENT to do so.

**8.2 Relocation of the Work** - To the extent that the Artwork is capable of being relocated, CLIENT shall have the right to do so. If feasible, CLIENT shall attempt to consult with the ARTIST concerning the relocation of the Artwork prior to any such relocation; however, the ARTIST's approval is not required for the relocation, if any. If the ARTIST is not pleased with such relocation, she shall have the right to renounce credit for the Artwork. If ARTIST renounces credit for her Artwork, this would include, among other things, relinquishment and abandonment of the copyrights described herein.

**8.3 Credit** - CLIENT agrees, at its own expense, to prepare and install at or near the PROJECT a public notice, the form and exact location of which shall be solely determined by CLIENT, giving ARTIST credit for the creation of the Artwork.

## **ARTICLE 9 - INSURANCE COVERAGE**

Proof of insurance is required immediately upon acceptance/approval of ARTIST proposal. Failure to comply within fifteen (15) days will necessitate disqualification of proposal. If selected, the ARTIST shall provide and maintain the types and amounts of insurance set forth herein for and during all aspects and phases of this PROJECT. ARTIST shall be required to provide and maintain general liability insurance with a minimum of One Hundred Thousand and No/100 Dollars (\$100,000.00) per occurrence and Two Hundred Thousand and No/100 Dollars (\$200,000.00) aggregate. In addition, ARTIST shall provide and maintain insurance for loss (including theft, fire and damage), as well as any statutorily required workers' compensation insurance. All insurance and certificate(s) of insurance shall contain the following provisions:

- Name CLIENT, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers' compensation insurance.
- Provide for at least thirty (30) days prior written notice to CLIENT for cancellation, non-renewal, or material change of the insurance.
- Provide for a waiver of subrogation against CLIENT for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance company qualification: All insurance companies providing the required insurance shall be authorized to transact business in **Texas** and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be provided upon request of the CLIENT.

## **ARTICLE 10 - TERMINATION OF AGREEMENT/REMEDIES**

**10.1 Artist Default** - Failure or refusal of the ARTIST to perform any act herein required, unless mutually agreed to in writing by CLIENT and ARTIST shall constitute a default. In the event of a default, in addition to any other remedy available to CLIENT, this AGREEMENT may be terminated by CLIENT upon ten (10) day written notice. Such notice does not waive any other legal remedies available to CLIENT.

**10.2 Conditions for Termination of Agreement Other than Artist's Default** - If CLIENT deems, in its sole discretion, the PROJECT design is inappropriate or unworkable for the site after commencement, or if the deadlines specified herein are not met due, in whole or in part, to the ARTIST's actions and/or omissions without prior approval from the CLIENT, or if cost estimates indicate that the PROJECT cannot be completed within the PROJECT budget, CLIENT retains the right to terminate this AGREEMENT and is released from the obligation to enter into fabrication and rendering of the ARTIST's design concept for the PROJECT. In the event of any termination, ARTIST shall return to the wall to a solid color of the CLIENT's choosing at the cost of the ARTIST. The ARTIST shall receive no compensation for work completed, and all prior payments from the CLIENT to the ARTIST will not be refunded. The rights and remedies provided by this AGREEMENT are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

## **ARTICLE 12 - DISPUTE RESOLUTION/MEDIATION**

**12.1 Mediation** - Any dispute or difference between the Parties arising during the term of the AGREEMENT, out of or in connection with this AGREEMENT which has not been resolved within ten (10) calendar days from the date the dispute or difference is first so referred for resolution, may, if the Parties are unable to resolve the matter through another form of alternative dispute resolution and both Parties agree, be referred to a mutually acceptable mediator.

**12.2 Litigation** - If mediation is not successful and it is necessary for either party to file a cause of action at law or in equity against the other party due to: (a) a breach of this AGREEMENT by the other Party and/or (b) any intentional and/or negligent act or omission by the other Party arising out of this AGREEMENT, the Non-Defaulting Party shall be entitled to reasonable attorney's fee and costs, and any necessary disbursements, in addition to any other relief to which it is legally entitled. This AGREEMENT shall be construed and interpreted in accordance with the laws of the **State of Texas**. It is further understood and agreed that any dispute arising out of or related to this AGREEMENT shall be resolved in a court of competent jurisdiction in **Lubbock County, Texas**. Nothing in this AGREEMENT shall be construed as the CLIENT'S express or implied consent to being sued, to the extent said consent is required.

## **ARTICLE 13 - INDEMNITY**



ARTIST SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CLIENT FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), CLAIMS FOR PATENT, TRADEMARK AND/OR COPYRIGHT INFRINGEMENT AND/OR ANY OTHER INTELLECTUAL PROPERTY AND/OR PROPRIETARY CLAIM, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF ARTIST, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FROM WHOM ARTIST IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS AND/OR SERVICES PROVIDED BY ARTIST PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF CLIENT (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CLIENT BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN ARTIST AND HIS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH ARTIST, INCLUDING BUT NOT LIMITED TO, ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. ARTIST IS EXPRESSLY REQUIRED TO DEFEND CLIENT AGAINST ALL SUCH CLAIMS. IN ITS SOLE DISCRETION, CLIENT SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY ARTIST AT A REASONABLE AND CUSTOMARY COST, IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CLIENT, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CLIENT IN WRITING. CLIENT RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL ITS OWN DEFENSE; HOWEVER, CLIENT IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CLIENT IS NOT TO BE CONSTRUED AS A WAIVER OF ARTIST'S OBLIGATION TO DEFEND CLIENT OR AS A WAIVER OF ARTIST'S OBLIGATION TO INDEMNIFY CLIENT PURSUANT TO THIS AGREEMENT. ARTIST SHALL RETAIN CLIENT APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CLIENT'S WRITTEN NOTICE THAT CLIENT IS INVOKING ITS RIGHT TO

INDEMNIFICATION UNDER THIS AGREEMENT. IF ARTIST FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CLIENT SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND ARTIST SHALL BE LIABLE FOR ALL COSTS INCURRED BY CLIENT.

#### **ARTICLE 14 - NOTICES**

ARTIST agrees that all notices or communications to CLIENT permitted or required under this AGREEMENT shall be delivered to CLIENT at the following addresses:

City of Brady Texas  
Brady, Texas

CLIENT agrees that all notices or communication to ARTIST permitted or required under this AGREEMENT shall be delivered to ARTIST at the following address:

Calina Mishay Art  
1018 E Reynolds  
Stamford, Texas 79553

Any notice provided for under the terms of this AGREEMENT by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested. All notices or communication required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is postmarked by the sending party. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this AGREEMENT.

#### **ARTICLE 15 - MISCELLANEOUS**

**15.1 Complete Agreement** - This AGREEMENT, including the exhibits hereto labeled "A" and "B", both of which are incorporated herein for all purposes, constitute the entire AGREEMENT by and between the parties regarding the subject matter hereof and supersedes all prior and /or contemporaneous written and/or oral understandings. This AGREEMENT may not be amended, supplemented, and/or modified except by written AGREEMENT duly executed by both parties. To the extent that any provision of this AGREEMENT should conflict with the provisions of an exhibit, the provisions of this AGREEMENT shall prevail.

**15.2 Assignment and Subletting** - The ARTIST agrees that neither this AGREEMENT nor the work to be performed hereunder will be assigned or sublet without the prior written consent of CLIENT. The ARTIST further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this AGREEMENT shall not relieve the ARTIST of its full obligations to CLIENT as provided by this AGREEMENT. All such approved



work performed by assignment or subletting shall be billed through ARTIST, and there shall be no third-party billing.

**15.3 Successors and Assigns** - CLIENT and ARTIST, and their partners, assigns, successors, subcontractors, executors, officers, agents, employee, representatives, and administrators are hereby bound to the terms and conditions of this AGREEMENT.

**15.4 Severability** - In the event a term, condition, or provision of this AGREEMENT is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the AGREEMENT shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.

**15.5 Venue** - This entire AGREEMENT is performable in **McCulloch, Texas** and the venue for any action related directly or indirectly, to this AGREEMENT or in any manner connected therewith shall be **McCulloch, Texas**, and this AGREEMENT shall be construed under the laws of the State of **Texas**.

**15.6 Execution/Consideration** - This AGREEMENT is executed by the parties hereto without coercion or duress for any substantial consideration. the sufficiency of which is forever confessed.

**15.7 Authority** - The individuals executing this AGREEMENT on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this AGREEMENT to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this AGREEMENT in order for the same to be an authorized and binding AGREEMENT on the party for whom the individual is signing this AGREEMENT and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date thereof.

**15.8 Waiver** - Waiver by either party of any breach of this AGREEMENT, or the failure of either party to enforce any of the provisions of this AGREEMENT, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

**15.9 Headings** - The headings of the various sections of this AGREEMENT are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

**15.10 Multiple Counterparts** - This AGREEMENT may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

**15.11 Representations** - Each signatory represents this AGREEMENT has been read by the party for which this AGREEMENT is executed and that such party has had the opportunity to confer with its counsel.

**15.12 Miscellaneous Drafting Provisions** - This AGREEMENT shall be deemed drafted equally by all parties hereto. The language of all parts of this AGREEMENT shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

**15.13 Death of ARTIST** - In the event the ARTIST dies or becomes incapacitated during the term of this AGREEMENT, the fabrication and rendering of the Artwork shall be completed pursuant to the ARTIST's design, conception, and plans by an ARTIST mutually agreed to between CLIENT and ARTIST's estate.

**15.14 No Third-Party Beneficiaries** - Nothing in this AGREEMENT shall be construed to create any right in any third party not a signatory to this AGREEMENT, and the parties do not intend to create any third-party beneficiaries by entering into this AGREEMENT.

**15.15 Independent Contractor Status** - ARTIST shall act in accordance with its own expertise, experience, manner and methods. The parties recognize that ARTIST is an independent contractor and not an employee, agent, partner, joint venture affiliate, or legal representative of CLIENT. ARTIST at no time will hold itself out as an agent, subsidiary, or affiliate of CLIENT for any purpose and shall have no authority to bind CLIENT to any obligation. The personnel performing the services shall at all times be under ARTIST's exclusive direction and control and will be employees of ARTIST and not employees of CLIENT.

-----REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK-----

IN WITNESS WHEREOF, the parties have executed this AGREEMENT and caused this AGREEMENT to be effective on the latest day as reflected by the signatures below.

EFFECTIVE DATE:

CLIENT: **City of Brady Representative**

ARTIST: Calina Mishay Art

By: \_\_\_\_\_

**City of Brady, CLIENT**

By: \_\_\_\_\_

**Calina Mishay Johnson, ARTIST**

By: \_\_\_\_\_

**City Of Brady, CLIENT**

STATE OF **TEXAS**

COUNTY OF **McCulloch**

**"EXHIBIT A"**







## June 2020 Tourism Report

### *Activity Summary:*

Mailed 77 visitors guides.

Staff has continuously worked on community promotion through Visit Brady's social media channels.

The chamber began their annual Movies in the Park series on June 25 with movies scheduled July 9<sup>th</sup> (Steel Magnolias), July 23<sup>rd</sup> (Land Before Time), August 6<sup>th</sup> (Home).

At the advisement of the county medical director, the Brady/McCulloch County Chamber of Commerce Board of Directors cancelled the 94<sup>th</sup> Annual July Jubilee Parade that was scheduled to be held on Saturday, July 4 due to an increased caution regarding possible COVID-19 exposure risks.

Staff has been actively working on the planning of the 47<sup>th</sup> Annual World Championship BBQ Goat Cookoff with enhanced safety guidelines.

Staff submitted ad to Texas Highways Event magazine in early June.



# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	07/21/2020	<b>AGENDA ITEM</b>	7.F.
<b>AGENDA SUBJECT:</b>	Discussion, consideration, and possible action regarding School Resource Officer (SRO)		
<b>PREPARED BY:</b>	L. Remini	<b>Date Submitted:</b>	07/16/2020
<b>EXHIBITS:</b>	Agreement		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	\$10,150.00	
	<b>Amount Available in PD payroll budget:</b>	\$10,150.00	
	<b>Appropriation Required:</b>	\$00.00	
<b>CITY MANAGER APPROVAL:</b>			

<b>SUMMARY:</b>
<p>Staff would like to obtain approval from Council to add one new position to the Police Division in FY 20 to accommodate the Brady ISD request to partner in providing a SRO for the district.</p> <p>Because the Police Division has not been fully staffed during the fiscal year, there is available funds to pay for the new position now. FY 21 Budget workshop discussions indicate that the Council is in favor of keeping the position for the upcoming fiscal year based on an agreement with the Brady ISD that will provide 67% of the funding for the position.</p>

<b>RECOMMENDED ACTION:</b>
Move to direct staff as desired

**INTERLOCAL AGREEMENT  
BETWEEN BRADY INDEPENDENT SCHOOL DISTRICT AND  
THE CITY OF BRADY FOR PROVISION OF SCHOOL RESOURCE OFFICER**

This Interlocal Cooperation Agreement ("Agreement") is made by and between the City of Brady, Texas ("City") and the Brady Independent School District ("BISD") acting by and through their authorized Officer.

**RECITALS**

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, provides authorization for units of local government to enter into Interlocal Cooperation Agreements to perform governmental functions and services;

**WHEREAS**, the City and BISD desire to enter into an agreement for the purpose of providing police services to BISD by the City, as hereinafter set out in the body of this Agreement;

**NOW THEREFORE**, in consideration of the mutual promises and benefits contained herein and for other valuable consideration, the receipt and sufficiency of where are hereby acknowledged, the parties agree as follows:

**ARTICLE I  
PURPOSE**

- 1.1 The purpose of this Agreement is for the City and BISD to jointly fund a School Resource Officer Program ("SROP")

**ARTICLE II  
TERM**

- 2.1 The initial term of this Agreement ~~is for one (1) year, commencing shall commence~~ upon the ratification of both parties as evidenced by execution of this Agreement ("Effective Date") and ends **August 31, 2021** ("Expiration Date"). The Agreement shall ~~be for one (1) year initial term~~ and shall automatically renew for successive one (1) year terms subject to the funding provisions contained herein. Either party may terminate this Agreement at any time by giving ninety (90) days written notice to either party. Any fee due and owed by BISD under this Agreement as of the date of termination shall be paid by BISD to City within thirty (30) calendar days after receipt of a final invoice from the City.



### **ARTICLE III FINANCIAL OBLIGATIONS**

- 3.1 Each party represents and covenants that their respective financial obligations and liability hereunder shall constitute operating expenses of such party payable from funds annually budgeted and appropriated, therefore.

### **ARTICLE IV SCHOOL RESOURCE OFFICER PROGRAM**

- 4.1 The City and BISD agree to jointly fund a School Resource Officer Program (SROP) in accordance with the terms set forth herein.
- 4.2 Potential SRO shall be screened by the Police Department. All potential SRO candidates must be TCLEOSE certified police officer to serve as School Resource Officer. Approved candidates shall be forwarded to the Superintendent of the BISD, who in consultation with the campus principal and an interview team selected by the Superintendent shall select the SRO from the pool of approved candidates. The interview team will include a representative of Brady Police Department assigned to supervise the SROP, the Principal and any other personnel assigned by the superintendent. The interview team will forward their recommendation to the Chief of Police who will review the recommendation submitted by the interview team. The Chief of Police will have final decision-making authority on the assignment of the SRO.

If the Superintendent or a Principal is not satisfied with the performance of the SRO assigned to a school, then s/he will make a written report detailing the performance issues of that SRO and may request that the SRO be removed from the SROP. The Chief of Police will review the written report and should the Chief of Police concur with the issues cited in the report, the Chief of Police will without unnecessary delay remove the officer in question from the SROP and assign another officer to fill that position. If the Chief of Police disagrees with the issues cited in the report, he will request a personal meeting with the Superintendent and Principal to attempt to resolve the issues cited in the report.

In the event the issue cannot be resolved, the SRO will be removed from the SROP and a replacement will be selected through the process described in 4.2 of this agreement. The BISD will continue to pay the salary, benefits, etc. defined in this agreement during the interim while the new SRO is being selected even though the position is vacant.

City agrees to assign one (1) TCLEOSE certified police officer to serve as School Resource Officer who shall be at all times under the control and supervision of the City but will work

directly and in cooperation with the campus Principal for the school to which they are assigned. The City will be the authority on all City and Law Enforcement issues, the campus Principal will be the authority on all campus school issues and the Superintendent will be the authority on all District issues. The City shall provide each assigned School Resource Officer with a motor vehicle and with other material and equipment normally furnished to City Police Officers. The City will be responsible for SRO's license, appointment, training, continuing education, uniform, equipment, and firearms. City personnel who are assigned to perform School Resource Officer duties pursuant to this Agreement shall receive the same wage, salary, benefits, pension and other compensation for the performance of such duties, including injury or death benefits, workers compensation benefits, as though the service had been rendered for the City. The City shall be responsible for all medical expenses, disability payments, pension payments, damage to equipment, and clothing for the SRO as it would be for any other employee of the City pursuant to the City's policy. Expenses of travel, food, lodging, and training will be paid by the City when the travel or training is required by the City. When such travel/training is required by BISD, the District will pay for that travel/training and related food and lodging expense. Any property or equipment furnished by the City for use by a School Resource Officer in carrying out the duties under this Agreement shall during the time services are being performed, be owned and maintained by the City.

- 4.3 BISD agrees to provide the assigned School Resource Officer with an adequate office, a personal computer and computer support, supplies and other equipment as needed. The SRO and the City shall not have routine access to student record information, which is confidential under federal law. To the extent that a BISD administrator determines that there is a proper educational purpose for doing so, certain student records may be revealed to an SRO pursuant to BISD Board Policy FL (Local). The City and the SRO, to the extent they receive access to student record information, hereby agree to keep all such information confidential pursuant to the Federal Family Educational Rights & Privacy Act 20 U.S.C.S 1232g.
- 4.4 In regard to the SRO's annual salary, City and BISD agree to split the actual calculated cost of funding the SRO's annual salary who is assigned duties as a School Resource Officer or SROP supervisor pursuant to this Agreement. Actual calculated cost shall include salary and benefits. BISD shall only be responsible for two-thirds of the SRO's annual base compensation, which includes salary and benefits. The City shall fund the remaining one-third of the SRO's annual base compensation. Based on the City's fiscal year commencing October 1, 2020 the City shall provide BISD with a detailed itemized, including the breakdown of the benefits, invoice for its respective share of the cost of the annual salary for each City Police Officer assigned duties in the School Resource Officer Program for the forthcoming year. BISD shall pay its share of the annual cost of the SRO's salary in full within thirty (30) calendar days after receipt of such invoice. City shall pay the SRO on the same pay schedule and pay periods as other employees. City shall be responsible for withholding all applicable amounts withheld by employers under

the relevant compensation and tax law and City policy. Itemization reflecting withholding of such amounts shall be stated in the detailed itemized invoice provided to BISD by the City on October 1, 2020. BISD shall not assume liability for any direct payment of any salaries, wages, benefits, or other compensation to the assigned SRO performing the duties provided hereunder. Furthermore, BISD shall not be liable for compensation for wages or indemnity to assigned SRO for injury or sickness arising out of his/her employment pursuant to this Agreement. BISD shall pay its calculated portion of the SRO's annual salary to the City within the time stipulated in this Agreement and the City shall be solely responsible for the disbursement of any payment(s) to the SRO. For any portion of this Agreement prior to October 1, 2020, in which an SRO officer is assigned, costs shall be based on a pro-rata basis of the above stated annualized cost, with itemization being provided to BISD by October 15, 2020. BISD shall pay its share of the pro-rated amount of the SRO's salary in full within thirty (30) calendar days after receipt of such invoice. The SRO shall at all times remain an employee of the City.

- a. For the purposes of overtime compensation, the City shall be solely responsible to fund the overtime compensation for the SRO for the SRO duties set forth in this Agreement. The duty resulting in overtime shall be approved by the Superintendent of Schools, or his designee prior to that duty being performed by the SRO. On the contrary, if and when the SRO is requested, by the Superintendent or his designee, to perform functions outside of the duties set forth in this Agreement, and upon SRO's acceptance of the performance of that function, BISD shall be responsible for compensating the SRO for the time spent in performing that particular function not set forth in this Agreement. For instance, providing security at school events where the Superintendent or a designated representative determines that security personnel are needed. Currently, the Superintendent of Schools, shall decide when any such services would be required.

4.5 City police officer assigned duties as School Resource Officer shall:

- a. Protect the safety of student and faculty and provide campus security by providing a police presence on campus and at student gatherings; and providing police protection of District property, personnel and students;
- b. Develop contacts with all principals on their assigned BISD campus and assist in providing proactive responses to any school crime problem;
- c. Assist BISD with its drug prevention program and a comprehensive safety program;
- d. Work closely and coordinate with the BISD truancy investigator;
- e. Provide law enforcement services to include but not limited to the investigation, detection and enforcement of State and local criminal laws at BISD facilities;
- f. SRO will not enforce BISD regulations, rules, policies or procedures;
- g. Communicate with campus principals regarding law enforcement incidents on campus or at school activities, excepting incidents that may compromise an ongoing investigation or where disclosure may be a violation of the law;

- h. Serve as liaison between the District and the police department;
- i. Identify and counter deviant student behavior, such as gang activity, through information and other assistance to students and staff;
- j. Attend professional development training as required by the City or as requested by the District and approved by the Chief of Police;
- k. Be available as time permits as a resource to teach, lead discussions, or offer information on law enforcement topics;
- l. Perform such other law enforcement duties as may be requested by the Superintendent or campus principal and assigned by the Chief of Police or his designee for the City;
- m. Complete and submit daily and monthly activity reports to the Superintendent or designee.

- 4.6 SRO shall have the campus to which they are assigned as their primary duty. However, the City reserves the right to temporarily reassign the SRO for training or during emergencies at the discretion of the Chief of Police.
- 4.7 SRO may work on campus during District professional development days with prior approval of the Principal. SRO may not work on campus during student holidays, staff holidays or during summer recess unless expressly assigned to SRO duties at summer school. SRO will complete TCLEOSE mandated training, if possible, during summer recess.
- 4.8 Each campus principal will work with the Chief of Police or his designee to assign SRO to a consistent eight-hour schedule. The SROs may work overtime at the request of BISD and upon approval of the Chief of Police or his designee. SRO assigned to duties as Special Alcohol/Drug Enforcement and Education Officer shall have flexible hours assigned by the Chief of Police or his designee.

## **ARTICLE V MISCELLANEOUS**

- 5.1 Notice. Any notice, demand or request required or permitted to be delivered hereunder shall be deemed received when delivered in person or sent by United States mail, postage prepaid, certified mail, addressed to the party at the address set forth below:

To: BISD:  
Dennis Hill  
Superintendent of Schools  
Brady Independent School District  
1003 W. 11<sup>th</sup> St.  
Brady, TX 76825

To: City of Brady  
Dennis Jobe  
City Manager  
201 E. Main St.  
Brady, TX 76825

Any party may, at any time, by written notice to the other party, designate different or additional persons or different addresses for the getting of notices hereunder.

- 5.2 Legal Construction. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date of this Agreement and duly executed by both parties.
- 5.3 Governing Law. The obligations and undertakings of each of the parties to this Agreement are and shall be performed in McCulloch County Texas. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and any venue for any action concerning this Agreement shall be in McCulloch County, Texas.
- 5.4 Entire Agreement. This agreement embodies the complete understanding of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties and relating to the matters in this Agreement.
- 5.5 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- 5.6 Execution. This agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 5.7 Immunity. Nothing in this Agreement, or any other attachment, shall be construed to affect, alter, or modify the immunity of either party under Texas Civil Practice and Remedies Code. Neither the City nor the BISD waives or relinquishes any governmental immunities or defenses on behalf of themselves, their trustees, officers, employees and agents as a result of the execution of this

Agreement and the performance of the functions or obligations hereunder. Both parties agree that the services provided hereunder are exclusively governmental functions.

5.8 Third Parties. This Agreement does not create any third-party beneficiaries. Nothing in this Agreement, or in the Administrative Regulations, or any other attachment shall be construed to create, expand or form a basis for liability to any third party under any theory of law against either the City or BISD unless such a basis exists independent of this Agreement under State and Federal law.

5.9 Liability. All claims by third parties arising as a result of the enforcement of Local, State, or Federal law, ~~including employment claims,~~ shall be handled by, and be the responsibility of, the City.

6.0 Current Revenues. Pursuant to Section 791.001(d)(3) of the Interlocal Cooperation Act, both Parties specify that all payment under this Agreement shall be made from current revenues available to the paying party.

~~6.0 Indemnification. The City will protect, defend, indemnify, and hold harmless BISD, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the performance of this Agreement.~~

EXECUTED this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

CITY OF BRADY, TEXAS

By: \_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

EXECUTED this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

BRADY INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

By: \_\_\_\_\_  
SECRETARY, BOARD OF TRUSTEES

DRAFT

**Senior Center Meals Served**  
**Director Rosie Aguirre**  
**Monthly Report - October 2019 - September 2020**

SERVICES	FISCAL YEAR 2019-2020												
	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	APR	MAY	JUNE	JULY	AUG.	SEPT.	To Date Total
Days Meals Served	22	18	20	22	19	22	21	20	22	22	21	21	250
Average Daily Meals													
Meals @ Sunset Center	887	804	761	801	639	612	595	535	741				6,375
Home Delivered Meals	994	847	958	1,019	853	1,014	929	866	932				8,412
Total Meals	1,881	1,651	1,719	1,820	1,492	1,626	1,524	1,401	1,673	-	-	-	14,787

Closed Oct. 14-Columbus Day  
 Closed Nov. 28 & 29 for Thanksgiving, Nov. 11 Veteran's Day  
 Closed for Christmas  
 Closed Jan. 1st - New Years Day  
 Closed Feb.  
 Closed Good Friday  
 Closed Memorial Day  
 Closed July 4th  
 Closed (Labor Day)

SERVICES	FISCAL YEAR 2018-2019												
	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	APR	MAY	JUNE	JULY	AUG.	SEPT.	To Date Total
Days Meals Served	22	19	19	21	19	21	21	22	20	21	23	19	247
Average Daily Meals	87	83	80	81	82	81	89	87	87	88	78	90	
Meals @ Sunset Center	760	651	630	632	623	651	777	757	740	777	742	666	8,406
Meals sent-Helping Hands	225	209	160	231	177	213	197	204	195	235	216	180	2,442
Home Delivered Meals	922	708	723	834	762	843	890	962	812	846	846	861	10,009
Total Meals	1,907	1,568	1,513	1,697	1,562	1,707	1,864	1,923	1,747	1,858	1,804	1,707	20,857

Closed Oct. 10 for Inservice  
 Closed Nov. 22nd & 23rd for Thanksgiving, Nov. 12 Veteran's Day  
 Closed for Christmas  
 Closed Jan. 1st - New Years Day  
 Closed Feb.  
 Closed July 4th Independence Day  
 Closed Good Friday  
 Closed Memorial Day  
 Closed July 4th  
 Closed (Labor Day)

\*\*\*No longer serving at Helping Hands



Brady Municipal Golf Course  
Monthly Report

Item	FY 2019	FY 2020	FY 19												total
			Oct	Nov	Dec	Jan	Feb	Mar	April	May	june	July	August	Sept	
Rounds	1537		74	106	64	82	88	186	29	254	232				
Green Fees	\$ 18,019.20		\$866.00	\$1,511.00	\$928.00	\$1,156.00	\$1,425.00	\$2,291.00	\$194.00	\$3,208.00	\$2,795.00				\$ 14,374.00
Membership Rou	3165		225	254	193	212	245	274	294	557	498				
Student Rounds	104		1	0	1	3	7	10	8	18	27				
Total Rounds	4870		300	360	258	297	340	470	331	811	757				
Trail Fee	74		3	3	1	1	3	13	1	16	21				
Trail Fee Revenue	\$ 296.50		\$12.00	\$12.00	\$4.00	\$4.00	\$12.00	\$52.00	\$4.00	\$64.00	\$84.00				\$ 248.00
Cart Rentals	992		61	62	49	65	60	84	17	205	189				
Cart Revenue	\$ 15,163.00		\$962.50	\$925.00	\$725.00	\$925.00	\$875.00	\$1,162.50	\$212.50	\$3,050.00	\$2,800.00				\$ 11,637.50
Cart Shed Rental	\$ 13,658.00		\$11,175.00	\$925.00	\$100.00	\$125.00	\$100.00	\$150.00	\$300.00	\$550.00	\$175.00				\$ 13,600.00
Vending Revenue	\$ 11,416.38		\$431.41	\$363.63	\$438.07	\$309.86	\$455.27	\$662.69	\$373.95	\$1,290.61	\$1,504.68				\$ 5,830.17
Memberships	306		42	22	18	15	19	22	33	45	47				263
Membership Fees	\$ 32,043.00		\$11,465.00	\$2,175.00	\$1,040.00	\$875.00	\$1,155.00	\$1,330.00	\$1,985.00	\$2,735.00	\$2,490.00				\$ 25,250.00
Driving Range	439		22	19	14	25	28	45	13	35	71				272
Range Revenue	\$ 1,735.50		\$86.00	\$74.00	\$50.00	\$98.50	\$116.50	\$170.00	\$51.50	\$144.50	\$303.00				\$ 1,094.00
Misc.	0														
Total Revenue	\$92,331.58		\$24,997.91	\$5,985.63	\$3,285.07	\$3,493.36	\$4,138.77	\$5,818.19	\$3,120.95	\$11,042.11	\$10,151.68	\$0.00	\$0.00	\$0.00	\$72,033.67

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

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

\$0.00 variance

Item	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Rounds	1462	2311	1358	1537	
Green Fees	\$18,369.14	\$16,137.00	\$18,929.47	\$ 18,019.20	
Membership Ro	2625	3678	2895	3165	
Student Rounds	242	226	60	104	
Total Rounds	4329	6215	4313	4870	
Trail Fee	360	26	56	74	
Trail Fee Revenue	\$208.00	\$104.00	\$217.00	\$ 296.50	
Cart Rentals	943	636	829	992	
Cart Revenue	\$16,670.64	\$10,017.76	\$13,293.75	\$ 15,163.00	
Cart Shed Rental	\$10,714.53	\$16,165.50	\$15,567.50	\$ 13,658.00	
Vending Revenue	\$16,290.04	\$15,126.94	\$12,480.39	\$ 11,416.38	
Memberships	305	278	233	306	
Membership Fe	\$30,321.10	\$35,825.00	\$31,090.62	\$ 32,043.00	
Driving Range	298	296	433	439	
Range Revenue	\$1,296.00	\$1,185.00	\$1,910.28	\$ 1,735.50	
Misc.	\$16,035.37	\$31,109.30	\$10,078.70	0	
Total Revenue	\$109,904.82	\$125,670.50	\$103,567.71	\$92,331.58	



	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Person Crimes	7	10	6	11	12	10	4	25	7				92
Property Crimes	22	17	7	10	11	3	12	14	2				98
Narcotics Crimes	4	3	2	3	6	5	2	7	2				34
Disturbances	33	33	16	28	49	32	27	61	32				311
Felony Arrests	4	4	2	7	8	6	3	7	4				45
Misdemeanor Arrests	18	11	9	7	19	9	2	18	15				108
Suspicious Person/Vehicle	27	20	22	29	52	28	15	46	24				263
Felony Warrant	3	1	0	4	5	3	1	1	0				18
Misdemeanor Warrant	5	8	3	3	7	8	0	1	8				43
D.W.I.	1	1	0	0	1	0	0	0	5				8
Alarms	7	8	1	2	4	3	4	9	5				43
Agency Assist	26	23	33	26	45	28	37	52	32				302
Public Assist	25	39	27	18	55	31	32	47	33				307
Escorts	5	2	0	1	2	0	0	1	0				11
Animal Calls	0	0	2	0	0	0	0	0	0				2
Traffic Direction	4	1	2	0	3	1	1	0	3				15
Close Patrols	87	65	62	48	94	33	66	52	34				541
Civil Matters	20	11	7	7	15	6	5	25	13				109
Juvenile	8	8	3	3	6	5	0	6	0				39
Crash Investigation	9	4	10	7	11	8	7	7	6				69
Welfare Concerns	11	17	11	14	23	8	10	32	18				144
Information	24	34	20	36	73	41	46	56	37				367
Court	0	0	0	0	0	0	0	0	0				0
Citations	46	35	28	41	48	4	5	28	21				256
Warnings	116	74	43	148	84	29	6	67	48				615
Building Checks	158	179	148	106	164	116	123	130	64				1188
Misc. Incidents	52	46	49	20	97	86	49	240	97				736
Supplements	1	3	0	0	5	4	13	4	4				34
Follow ups	13	5	1	3	12	15	9	6	12				76
Reports	19	19	5	15	19	15	19	51	16				178
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													

## 2020 RUNS

[illegible]

## Fire/EMS Monthly Reports:

	2019 Oct	2019 Nov	2019 Dec	2020 Jan	2020 Feb	2020 Mar	2020 Apr	2020 May	2020 Jun	2020 Jul	2020 Aug	2020 Sep	TOTALS
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**County calls:**

EMS	17	27	22	19	16	10	9	23	26				
Fire	19	22	25	19	5	6	2	8	14				
Misc.	4	3	2	3	0	1	0	0	0				
County Totals:	40	52	49	41	21	17	11	31	40				

**City calls:**

EMS	62	60	65	64	64	38	60	68	52				
Fire	20	15	20	38	3	9	7	0	0				
Misc.	10	13	15	5	1	1		0	0				
Transports requested by HOT:	2	0	0	2	1	1	0	1	4				
City Totals:	77	60	78	109	69	50	67	70	56				
<b>Grand TOTAL (City and County Calls):</b>	<b>94</b>	<b>87</b>	<b>100</b>	<b>83</b>	<b>90</b>	<b>67</b>	<b>78</b>	<b>100</b>	<b>96</b>				

BVFD Response to City/County Calls:

EMS	15	13	18	19	16	5	2	22	26				
Fire	12	10	10	19	5	11	6	8	14				
Misc.	2	5	9	3	0	1	0	0	0				
TOTAL:	29	28	37	41	21	17	8	30	40				

Wrecks and Transport are counted in the Fire/EMS calls above:

## County:

Wrecks	17	10	12	5	5	5	2	4	4				
Transport to Hospitals	3	8	5	3	0	3	2	1	2				

## City:

Wrecks	3	2	4	4	0	0	2	0	0				
Transport to Hospitals	1	0	2	3	0	0	1	0	0				

## BVFD: (respond with City and County calls)

Wrecks	17	3	22	0	0	5	1	0	0				
Transport to Hospitals	3	0	5	0	0	3	1	0	0				

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

SUBJECT: MONTHLY ANIMAL CONTROL REPORT FOR JUNE 2020  
 DATE: JULY 6, 2020 - FISCAL YEAR 2019-20

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Feral Cats Picked Up	0	23	5	1	16	13	15	17	27				117
Stray Dogs Picked Up	12	35	25	7	43	44	25	18	32				241
Owner Surrendered Dogs	2	0	5	0	1	1	5	2	0				16
Stray Cats Picked Up	18	0	0	0	0	1	0	0	0				19
Owner Surrendered Cats	0	0	0	0	0	1	0	5	0				6
Bite Reports	0	0	2	0	2	3	2	2	0				11
Dogs Deemed Dangerous	0	0	0	0	0	0	0	0	0				0
Hit by Car Picked Up	0	0	0	0	1	0	1	1	0				3
Owner Reclaims	0	13	10	5	26	13	18	6	10				101
Euthanized Total	20	31	10	2	22	14	8	15	3				125
Rescue Pull Total	19	2	0	0	4	13	8	12	1				59
Wildlife Pick Up	2	6	1	1	2	4	3	6	3				28
Quarantine	0	0	0	0	1	0	1	2	0				4
Shelter Intake Total	33	61	35	9	61	62	48	42	52				403
Roadkill	3	20	4	2	5	3	6	4	8				55
Citations	2	5	3	0	0	0	1	2	0				13
Warnings	2	7	3	1	4	6	0	8	8				39
Total Calls					120	158	95	112	65				550

Invoice Register - Airport																			
INVOICE	DATE	Fisrt Name	Last Name	TYPE	611.00 Rental	6.11.01 T Hangar	611.02 Hangar	815.00 REM	640.1 Tie Down	645.00 Misc	646.00 AvGas	646.01 Jet-A	647.00 Military	FET REM	TOTAL SALE	Price Per Gallon	AvGas Gallons	Jet-A Gallons	Military Jet Gallons
314612	6/1/2020	Mike	Huberling	CC			\$40.00				0	0	0	0	\$40.00				
314613	6/1/2020		Executive Airshare	Contract							0	275.926	0	0	\$275.93	1.916150		144	
314614	6/2/2020	Jeff	Smaistrla	CH			\$30.00				0	0	0	0	\$30.00				
314615	6/2/2020	Michael	Roy	CH		\$70.00					0	0	0	0	\$70.00				
314616	6/2/2020	Trennen	Merren	CH		\$140.00					0	0	0	0	\$140.00				
314617	6/2/2020	Dale	Scott	CH		\$70.00					0	0	0	0	\$70.00				
314618	6/2/2020	Rick	Morgan	CH		\$70.00					0	0	0	0	\$70.00				
314619	6/2/2020	Cameron	Ramsey	CH		\$70.00					0	0	0	0	\$70.00				
314620	6/2/2020	Stan	Amyett	CH		\$70.00					0	0	0	0	\$70.00				
314621	6/2/2020	Jerry	Kruszku	CH			\$120.00				0	0	0	0	\$120.00				
314622	6/2/2020	Hector	Raudry	CH					\$50.00		0	0	0	0	\$50.00				
314623	6/2/2020	Rick	Morgan	CH		\$70.00					0	0	0	0	\$70.00				
314624	6/2/2020	Richard	Jolliff	CH		\$70.00					0	0	0	0	\$70.00				
314625	6/2/2020		Day Aircraft	CH	\$700.00						0	0	0	0	\$700.00				
314626	6/2/2020	Tom	Bowles	CH		\$70.00					0	0	0	0	\$70.00				
314627	6/2/2020	Clay	Powell	CH			\$70.00				0	0	0	0	\$70.00				
314628	6/2/2020	Stan	Kothman	CH		\$70.00					0	0	0	0	\$70.00				
314629	6/2/2020	Slade	Townsend	CH			\$70.00				0	0	0	0	\$70.00				
314630	6/3/2020	Stan	Amyett	CC						17.5	37.629	0	0	0	\$55.13	3.390000	11.1		
314631	6/4/2020		Poloma Blanco Enterprises	CC			\$30.00				0	0	0	0	\$30.00				
314632	6/5/2020		McFadden Farms	CC							135.6	0	0	0	\$135.60	3.390000	40		
314633	6/5/2020		Skyhorse	CC							493.5	0	0	0	\$493.50	3.290000	150		
314634	6/6/2020	Jacob	Allred	CC							101.361	0	0	0	\$101.36	3.390000	29.9		
314635	6/6/2020	Richard	Jolliff	CC							84.072	0	0	0	\$84.07	3.390000	24.8		
314636	6/9/2020		Ranchito Benito	CH							654.381	0	0	0	\$654.38	3.290000	198.9		
314637	6/9/2020		LD Services	CC							0	1473.9	0	0	\$1,473.90	2.890000		510	
314638	6/10/2020	Audry	Didyk	CC	\$40.00						0	0	0	0	\$40.00				
314639	6/11/2020	Larry	Curtis	CC	\$150.00						13.56	0	0	0	\$163.56	3.390000	4		
314640	6/11/2020		LD Services	CC							0	1234.03	0	0	\$1,234.03	2.890000		427	
314641	6/11/2020		Netlets	Contract							0	1015.56	0	0	\$1,015.56	1.916150		530	
314642	6/11/2020	Sam	Starling	CC							0	299	0	0	\$299.00	2.990000		100	
314643	6/14/2020	Samuel	Kilis	CC							0	179.4	0	0	\$179.40	2.990000		60	
314644	6/12/2020	John	Luphur	CC							67.8	0	0	0	\$67.80	3.390000	20		
314645	6/13/2020	Richard	Jolliff	CC							60.681	0	0	0	\$60.68	3.390000	17.9		
314646	6/20/2020	Jerry	Hall	CC							397.308	0	0	0	\$397.31	3.390000	117.2		
314647	6/19/2020		Texas Guard	CC							0	0	828.07834	75.428	\$903.51	2.393290			346
314648	6/16/2020	Sam	Starling	CC							0	448.5	0	0	\$448.50	2.990000		150	
314649	6/20/2020	Neil	Nuxworthy	CC							93.564	0	0	0	\$93.56	3.390000	27.6		
314650	6/22/2020		Jakes Garage and Aviation	Cash	\$150.00						0	0	0	0	\$150.00				
314651	6/22/2020		Brazos Masonry	CC							0	418.6	0	0	\$418.60	2.990000		140	
314652	6/21/2020	Britt	Rosknbawn	CC							103.056	0	0	0	\$103.06	3.390000	30.4		
314653	6/21/2020	Dave	Nichols	CC							152.889	0	0	0	\$152.89	3.390000	45.1		
314654	6/20/2020	Richard	Jolliff	CC							48.816	0	0	0	\$48.82	3.390000	14.4		
314655	6/23/2020	Larry	Curtis	CC	\$175.00						0	0	0	0	\$175.00				
314656	6/24/2020		SkyHorse	CC							658	0	0	0	\$658.00	3.290000	200		

[illegible]

# OPS Report - Airport

INVOICE	DATE	SE	ME	Turbine	Jet	HELO
314612	6/14/2020	2				
314613	6/1/2020					
314614	6/2/2020					
314615	6/2/2020	2				
314616	6/2/2020	2				
314617	6/2/2020	2				
314618	6/2/2020	2				
314619	6/2/2020	2				
314620	6/2/2020	2				
314621	6/2/2020		4			
314622	6/2/2020	2				
314623	6/2/2020	2				
314624	6/2/2020	2				
314625	6/2/2020					
314626	6/2/2020	2				
314627	6/2/2020	2				
314628	6/2/2020	2				
314629	6/2/2020	2				
314630	6/3/2020	2				
314631	6/4/2020	2				
314632	6/5/2020		4			
314633	6/5/2020					8
314634	6/6/2020					
314635	6/6/2020	2				
314636	6/9/2020					
314637	6/9/2020				4	
314638	6/10/2020	2				
314639	6/11/2020	2				
314640	6/11/2020				4	
314641	6/11/2020				4	
314642	6/11/2020				4	
314643	6/14/2020			4		
314644	6/12/2020	2				
314645	6/13/2020	2				
314646	6/20/2020	2				
314647	6/19/2020					8
314648	6/16/2020				4	
314649	6/20/2020	2				
314650	6/22/2020					
314651	6/22/2020				4	
314652	6/21/2020					8
314653	6/21/2020	2				



314654	6/20/2020	2				
314655	6/23/2020					
314656	6/24/2020					8
314657	6/25/2020					8
314658	6/25/2020					8
314659	6/25/2020					8
314660	6/25/2020					8
314661	6/26/2020	2				
314662						
314663	6/26/2020	2				
314664	6/27/2020					8
314665	6/27/2020					8
<b>TOTAL</b>		<b>54</b>	<b>8</b>	<b>4</b>	<b>24</b>	<b>80</b>

**Building Permit Department**  
**Monthly Report**  
**FY 2020**

*SD*  
*7-6-2020*

Item	FY 16	FY 17	FY 18	FY 19	FY 20	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Total
Commercial Acc Structure	0	0	0	1					1					1				
Commercial Addition	2	4	4	1							1		1	1				
Commercial Electrical	16	15	9	11		1	1		2		2		2	2				
Commercial Gas	6	14	3	1				1										
Commercial Mechanical/HVAC	7	6	5	4		1			1		1		1	2				
Commercial Plumbing	10	8	10	15		1			2		1		1	1				
Commercial Remodel	3	6	3	5		1	1		1					1				
Commercial Demolition	6	3	1	0														
Commercial Sign		12	5	1			1			1				1				
Commercial Screening	2	1	0	0														
Commercial Cert of Occupancy			6	9		1	2	2		1								
Customer Service Inspection		1	6	1														
PZ-Subdivision	0	0	0	1														
PZ-Zoning Request	3	0	6	1					1									
Driveway/ Curb Cut		1	2	1														
Residential Accessory Bldg.	11	17	6	2				1			1			4				
Residential Additions	5	8	6	7					1	1		1						
Residential Demolition-Owner			1	2														
Residential Demolition-City			0	0														
Residential Electrical	38	78	51	46		1	5	4	8	3	7	7	7	7				
Residential Fence	12	13	11	9		1			3		2	1	2	2				
Residential Gas	66	61	16	16				1						1				
Residential Mechanical/HVAC	11	4	12	13			2	2	3	1	1	1	3	3				
New Residential Bldg			3	0				1										
Residential Plumbing	18	24	31	29		5	7	4	5	5	5	2	4	8				
Residential Remodel	1	5	7	10			2	1	2	1	1		4	4				
Special Use	7	8	10	14					3	1	1			2				
<b>Monthly Total</b>	<b>224</b>	<b>289</b>	<b>213</b>	<b>200</b>		<b>12</b>	<b>21</b>	<b>17</b>	<b>33</b>	<b>14</b>	<b>23</b>	<b>12</b>	<b>25</b>	<b>40</b>				

Sh.  
7-6-2020

## Violations

[illegible]

## Cases

32	32	34	34	30	34	39	39	39				
0	0	0	0	0	0	0	0	2				
0	31	0	0	0	4	5	10	13				
0	31	0	0	0	4	5	10	15				
0	29	0	4	5	0	0	0	0				
0	0	0	2	0	1	0	0	0				
32	34	34	30	25	34	39	49	54				

11	9	23	20	19	10	11	14	24				
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