

BRADY
THE CITY OF
TEXAS

Vacant
Mayor

Larry Land
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

Erin Corbell
City Manager

Tina Keys
City Secretary

Sharon Hicks
City Attorney

MISSION

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

CITY OF BRADY COUNCIL AGENDA

REGULAR CITY COUNCIL MEETING

MARCH 7, 2023 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** p.m. March 7, 2023, at the City of Brady Municipal Court Building located 207 S. Elm St., 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 Work Session and Regular Meeting on February 21, 2023 and Special Meeting on March 2, 2023

5. PRESENTATIONS

6. PUBLIC HEARING:

7. INDIVIDUAL CONCERNS

City Council Members are to deliberate the following items. Staff will present the item and are prepared to answer City Council Member questions. The Mayor will recognize Council Members as the council discuss 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 to approve the **first reading of Ordinance 1353** of the City of Brady, Texas to amend the FY 2023 budget for municipal purposes.
- B. Discussion, consideration and possible action authorizing the City Manager to send a letter of engagement to Halfmann Appraisals for appraisal services for the Dodge Heights addition lots
- C. Discussion, consideration and possible action authorizing the City Manager to sign an updated contract with Bureau Veritas for building inspection services
- D. Discussion, consideration and possible action selecting two council members to serve on the Community Development Board, representing City of Brady Tourism Board.
- E. Discussion, consideration and possible action regarding review of City policies concerning holidays and overtime pay.
- F. Discussion, consideration and possible action regarding City board appointments to fill vacancies

8. STAFF REPORTS

A. Upcoming Special Events/Meetings:

Mar 13 – 17	BISD Spring Break
March 21	Regular City Council Meeting, 6:00 p.m.
April 4	Regular City Council Meeting, 6:00 p.m.
April 7	Good Friday Holiday, City Offices Closed, Altered trash schedule
April 18	Regular City Council Meeting, 6:00 p.m
April 23	Happy Birthday Missi Elliston!

9. ANNOUNCEMENTS

Pursuant to the Texas Government Code § 551.0415, City Council Members and City staff may make reports about items of community interest during a meeting of the governing body without having given notice of the report. Items of community interest include: Expressions of thanks, congratulations, or condolence; an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision; Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and announcements involving an imminent threat to public health and safety of people in the municipality that has arisen after the posting of the agenda.

10. EXECUTIVE SESSION

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

- Pursuant to Section 551.071 (Consultation with Attorney), the City Council will consult with the City Attorney about pending or contemplated litigation or 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: EMS agreement with County
- 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 Duties; Employee Evaluations – City Manager / City Secretary; Police Chief position
- Pursuant to Section 551.072 (Deliberations about Real Property), the City Council will deliberate the purchase, exchange, lease, or value of real properties of the City as the deliberation in an open meeting will have the detrimental effect on the position of the City in negotiations with a third person: Animal Control Shelter

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

Discussion, consideration or possible action as a result of Executive Session, if any.

12. ADJOURNMENT

I certify that this is a true and correct copy of the City of Brady City Council Meeting Agenda and that this notice as posted on the designated bulletin board at Brady City Hall, 201 E. Main St., Brady, Texas 76825; a place convenient and readily accessible to the public at all times, and said notice was posted on _____ by 6:00 p.m. and will remain posted continuously for 72 hours prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.

Tina Keys, City Secretary

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

Attendance by Other Elected or Appointed Officials: It is anticipated that members of other governmental bodies, and/or city boards, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the body, board, commission and/or committee. The members of the boards, commissions and/or committees may be permitted to participate in discussion on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless item and action is specifically provided for on an agenda for that body, board, commission or committee subject to the Texas Open Meetings Act.

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

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

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The City Council of the City of Brady, Texas met in a Work Session Meeting on Tuesday February 21, 2023 at 5:00 p.m. with Mayor Pro Tem Jane Huffman presiding. Council Members present were Missi Elliston, Larry Land, Jay May, Jeffrey Sutton and Jane Huffman. City staff present were City Manager Erin Corbell, Public Works Director Steven Miller, Finance Director Lisa McElrath, Acting Police Chief Randy Batten, and City Secretary Tina Keys. Also in attendance was James Griffin and Tony Groves. Council Member Elliston arrived after a quorum was certified.

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

Mayor Pro Tem Huffman called the meeting to order at 5:00 p.m. Council quorum was certified.

2. DISCUSSION REGARDING

- A. Assurance statements required when applying for federal funding and review of current obligations tied to federal funds.

Erin Corbell said we're here to discuss concerns that have been voice about assurances in grants that we are receiving and have received. The verbiage about executive orders are very common for anything receiving federal funding. Erin gave council a sheet showing current projects that have funds associated with federal funds. Corbell said council has passed ordinances and resolutions saying we will adhere to agreements with TWDB which includes having an active SAM registration, or we risk having to pay back and forfeit those monies. Erin asked council to review an email that staff received from Bickerstaff. Council Member Huffman asked who, exactly, the email came from. Erin said Gregory Miller with our bond council. Erin also referenced an email from Mac Bruce with GrantWorks. Council Member Huffman asked if the verbiage is on SAM.gov. Erin said yes. Council Member Huffman asked where, on the registration it is. Erin said you have to go through several steps. Council Member Huffman said the language is concerning so how do we differentiate; COVID money is riskier than these other funds. How can we justify and feel at peace with verbiage since it's not covid specific money. Council Member Huffman said two attorneys doesn't make her feel better. A contract spells out strings that are attached. Council Member Huffman asked how can we work around that verbiage and said these lawyers are not going to show up to defend us. Council Member Huffman said she is concerned that the city is put in a position that if we agree to this, then we have to force our citizens to do whatever. Council Member Huffman asked what is the City and City Staff and council becoming liable for and what kind of restraints are we putting on our citizens. Council Member Sutton asked how many cities have accepted the money that they've come back on. Council Member Huffman said we haven't had any executive orders yet. Council Member Sutton asked how many other cities have had them come back on them for accepting the money. City Attorney Sharon Hicks said none of the cities have had any executive orders they have not wanted to comply with. All that took the money are satisfied and nothing has come down. Historically executive orders are not used the same as laws and rules. If a city feels like executive orders are too far reaching, we have courts we can fall back on. We can contest it at that point. Sharon said accepting covid money that is new money is different than completing projects that we've already taken funds for. The recommendation is we continue to fulfill the obligations and if something does come up, fight that battle then. Hicks said thinks the new covid money is a different scenario. Council Member Huffman said she wants to make sure we know exactly what we're getting into on the SAM.gov registration. She said she's not saying we're not doing it, she just wants the answers to the question. What we're doing affects every citizen in the community when everything goes to heck. Council Member Land said executive orders have been going on since George Washington. The political landscape has changed. Council Member Land said our water project has been going on forever and that statement has probably been there forever. Council Member Huffman said there was some

pretty extreme things that tried to go on right in our community during covid. That's why she's being cautious. Council Member Land asked Council Member Huffman what she was referring to. Council Member Huffman said such as take over a hotel and isolate people. Council Member Land said nobody is going to support anything like that. Council Member Huffman said she heard the other day about a new round of funds. Council Member Sutton said the governor said covid is over in Texas. Council Member Elliston asked if we chose not to register with SAM.gov, we would have to pay back the funds we've received? Sharon Hicks said possibly, yes. Council Member Elliston said if they are going to force us to do something, they are going to force us. There won't be anything we can do. Council Member Huffman said multiple people keep saying there are not strings attached. She said that is what a contract is, spelling out the strings attached. Council Member said there is no strings attached has been said several times. Sharon Hicks said when you do a contract, each party has rights and responsibilities. No strings attached is not a contract term. When you have a contract, you have the right to receive the money and responsibility to comply with the terms. Council Member Huffman said anything in the contract is part of the agreement. Sharon agreed and said you have to accept the responsibilities to go with the benefit of what you are receiving. These other funds, you've already agreed to the terms. The new covid funds, you're not tied to. Sharon said we're talking about "what if's". If they came down with criteria to comply with, you would have to make the decision to see if that is something you can live with. You decide if you will tell your citizens you are infringing on their civil liberties, but cities will not be doing that. The State will be doing that. Council Member Land said the City of Brady needs lots of infrastructure; there's lots of money out there. He doesn't see anything like that happening. Council Member May said he doesn't think it will happen either, but he has seen things in the last few years that he didn't think he would ever see. Sharon said we have to register since we have already taken the funds. Erin said the deadline was January 31st. Erin said she told Lisa to register because we didn't have any choice. Council Member Huffman said she asked at the last meeting if we had registered. Lisa McElrath said she didn't comment because Erin wasn't here. Council Member Elliston requested Council go into executive session.

Sharon Hicks said she would like Council to go into Executive Session under 551.071 Consultation with Attorney

Council adjourned regular session at 5:31. And went into Executive Session. Executive Session was adjourned at 5:55 and regular Session resumed.

3. ADJOURNMENT

There being no further business, Mayor Pro Tem Huffman adjourned the meeting at 5:55 p.m.

Jane Huffman, Mayor Pro Tem

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 Regular Meeting on Tuesday February 21, 2023 at 6:00 p.m. with Mayor Pro Tem Huffman presiding. Council Members present were Missi Elliston, Larry Land, Jay May, Jeffrey Sutton and Jane Huffman. City staff present were City Manager Erin Corbell, Public Works Director Steven Miller, Finance Director Lisa McElrath, Acting Police Chief Randy Batten, and City Secretary Tina Keys. Also in attendance were Gabe Moreno, Tony Groves, James Griffin, Tracy Pitcox, Lynn Farris, Felix Gomez, Jr., Gabe Moreno, James Stewart, Hanna Schwertner, Lawrence Selensky and Lisa Selensky.

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

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

2. INVOCATION AND PLEDGE OF ALLEGIANCE

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

3. PUBLIC COMMENTS

There were no public comments

4. CONSENT AGENDA

- A. Approval of Minutes for Regular Meeting on February 7, 2022.

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

5. PRESENTATIONS:

Water Tank Maintenance Program – Steven Miller presented

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 1352** of the City of Brady, Texas to amend the FY2023 Budget, by increasing the capital expenditure budget in the Water/Sewer Fund 30 to support a bid award. (\$75,800). Lisa McElrath presented. Council Member May moved to approve the second and final reading of Ordinance 1352. Seconded by Council Member Sutton. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.
- B. Discussion, consideration and possible action regarding recommendation for the new Airport EST (water tank) logo. Steven Miller presented. Council Member Land said it’s nice to recognize Curtis Field. Council Member Elliston asked if it will be the same font as the tower towards the lake. Miller said he thinks it’s times new roman. Miller said we want to match what’s on FM2028. Council Member Huffman said they both need to be aligned and centered.
- C. Discussion, consideration and possible action on awarding lowest responsible bid of \$398,300 to Horseshoe Construction, Inc., La Porte, TX, for the Oak St. San Jacento sewer line improvement project, TX-CDBG Brady CDV21-0068. Steven Miller presented. Council Member Elliston moved to award the Oak Street & San Jacento St. sewer main replacement (CDV-0068) to Horseshoe Construction, Inc. of La Porte,

TX, in the amount of \$398,300.00. Seconded by Council Member May. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.

D. Discussion, consideration and possible action to approve Hotel Occupancy Tax (HOT) Funding Application from the TruCountry Music Show to be held April 7-8, 2023. Erin Corbell presented. Council Member Land moved to approve \$5,000 to TruCountry Music Show to be held April 7-8, 2023. Seconded by Council Member Sutton. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.

E. Discussion, consideration and possible action to approve Hotel Occupancy Tax (HOT) Funding Application from the Heart of Texas Country Music Association for the annual Heart of Texas Country Music Festival. Erin Corbell presented. Council Member Elliston moved to approve \$10,000 to the Heart of Texas Country Music Association for the annual Heart of Texas Country Music Festival. Seconded by Council Member Sutton. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.

F. Discussion, consideration and possible action to approve the use of Hotel Occupancy Tax funds to support production costs for “Cal’s Hometown Revival”. Erin Corbell presented. Council Member Elliston moved to approve an expenditure of \$15,000 to support production expenses associated with “Cal’s Hometown Revival”. Seconded by Council Member Huffman. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.

8. STAFF REPORTS

A. Monthly Financial / Utility Reports

B. Monthly Activity Reports: Seniors, Golf, BPD, Fire-EMS Calls, BVFD Expense Report, Animal Control, Airport, Code Enforcement, Municipal Court

C. Upcoming Special Events/Meetings:

March 1	Annual City Employee Chili Cook-off – 11:30 a.m., Senior Center
March 7	Regular City Council Meeting, 6:00 p.m.
March 13 – 17	BISD Spring Break
March 21	Regular City Council Meeting, 6:00 p.m.

9. ANNOUNCEMENTS

There were no announcements

10. EXECUTIVE SESSION

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

- Pursuant to Section 551.071 (Consultation with Attorney), the City Council will consult with the City Attorney about pending or contemplated litigation or 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:
- 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: Employee Evaluations - Acting Police Chief / Fire Chief

Regular Session was closed at 6:42 p.m. Executive Session was opened at 6:58 p.m. and closed at 7:35 p.m. Regular Session resumed at that time.

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

There was no action taken as a result of Executive Session

12. ADJOURNMENT

There being no further business, Mayor Pro Tem Huffman adjourned the meeting at 7:35p.m.

Jane Huffman, Mayor Pro Tem

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 Special Meeting on Thursday, March 2, 2023 at 2:00 p.m. with Mayor Pro Tem Jane Huffman presiding. Council Members present were Jane Huffman, Missi Elliston, Larry Land, Jay May, and Jeffrey Sutton. City staff present were City Manager Erin Corbell, Human Resources Clerk Kristie Martin, and City Secretary Tina Keys.

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

Mayor Pro Tem Huffman called the meeting to order at 2:00 p.m. Council quorum was certified.

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation and pledge were not recited.

3. EXECUTIVE SESSION

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

- Pursuant to Section 551.071 (Consultation with Attorney), the City Council will consult with the City Attorney about pending or contemplated litigation or 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:
- 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: Police Chief Candidates
- Pursuant to Section 551.072 (Deliberations about Real Property), the City Council will deliberate the purchase, exchange, lease, or value of real properties of the City as the deliberation in an open meeting will have the detrimental effect on the position of the City in negotiations with a third person: Animal Shelter

Regular Session was closed at 2:00 p.m. Executive Session was opened at 2:00 p.m. Council took a recess at 2:42 p.m. and resumed at 2:50 p.m. Executive Session closed at 3:13 p.m. Open Session was resumed at that time.

4. ADJOURNMENT

There being no further business, the Mayor Pro Tem adjourned the meeting at 3:13 p.m.

Mayor Pro Tem Jane Huffman

Attest: _____

Tina Keys, City Secretary

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

AGENDA DATE:	3-7-23	AGENDA ITEM	7.A.
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding first reading of Ordinance 1353 of the City of Brady, Texas, to amend the FY2023 Budget, for municipal purposes.		
PREPARED BY:	L. McElrath	Date Submitted:	3-3-23
EXHIBITS:	Ordinance 1353 Exhibit A – Amendment Summary Capital purchases spread sheet with quotes		
BUDGETARY IMPACT:	Required Expenditure:	\$.00	
	Amount Budgeted:	\$.00	
	Appropriation Required:	\$.00	
CITY MANAGER APPROVAL:			

SUMMARY:

The new economic market has produced unprecedeted increases in pricing since last summer. After obtaining quotes for the approved capital purchases through various bidding avenues, all items were significantly more than the approved budget for the capital purchases, listing attached. At this time staff is requesting approval to increase the capital expenditure budget amounts to benefit the PPM, Golf, Police, Street, and Lake divisions in the **General Fund**, Electric division in the **Electric Fund**, and Sewer division in the **Water/Sewer Fund**.

Loan proceeds and cash from excess fund balances can support the additional costs, should the council approve the increased capital budget request. Staff is asking for a budget increase in debt service expense for the Electric and Water/Sewer funds to potentially support financing of a digger truck for the Electric division and a dump truck needed for the new WWTP operations.

Additional requests include:

Supporting the need to provide for city-owned Dodge Heights lake property appraisal fees.

Buying a greens mower for the golf course and recognizing that the BGA will contribute funding.

Recognizing the recent council approved sale of city-owned lake property as a new revenue source.

Utility Support Fund:

As discussed in the FY 23 Budget workshop, the city will need to purchase/replace 2 meter-reading stations / computers. Both computer stations will need to be ordered / replaced in FY 23 rather than one in FY23 and another in FY24 according to a recent schedule associated with the construction of the new water tanks and demolition of the water old tanks. The base stations are mounted on these water tanks.

Staff is requesting to add additional funding to the FY 23 budget to facilitate the purchase and provide a 5% contingency. Year-to-date operations report excess penalty revenue, interest revenue and excess fund balance is available to support the increased expense to the budget.

RECOMMENDED ACTION:

Mayor *Pro Tem* will ask: “Madam City Secretary please read the Ordinance Preamble for the record in accordance with the City Charter.” (City Secretary reads preamble)

Mayor *Pro Tem* calls for a Motion: Do I have a Motion to approve the first reading of **Ordinance 1353?**

ORDINANCE NO. 1353

**AN ORDINANCE OF THE CITY OF BRADY, TEXAS AMENDING THE FISCAL
YEAR 2022-2023 BUDGET FOR MUNICIPAL PURPOSES:**

An ordinance amending the 2022-2023 Fiscal Year Budget as follows:

Increasing City of Brady Total Budget expenditures by \$359,070 and revenue sources by \$1,454,950 as detailed by Fund and Division in Exhibit A, attached.

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
BRADY TEXAS** that the FY 2022-2023 budget be amended accordingly.

APPROVED UPON FIRST READING THIS THE 7th DAY OF MARCH 2023;

**APPROVED AND PASSED UPON SECOND READING THIS THE 21st DAY OF
MARCH 2023.**

EFFECTIVE March 21, 2023.

Jane Huffman, May-ProTem

ATTEST: _____
Tina Keys, City Secretary

CITY OF BRADY**Ordinance 1353 - EXHIBIT A****Budget - FY 23 Amendment Summary**

3-7-23 / 3-21-23

REVENUES**EXPENDITURES**

<u>REQUEST</u>	<u>AMOUNT</u> INC/(DEC)	<u>BUDGET NUMBER</u>	<u>BUDGET DESCRIPTION</u>	<u>BUDGET</u>
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GENERAL FUND -10

Sale of Land -gross sales price	\$ 1,264,200	10-4-01-899.01	Sale of Land	\$ 1,264,200
Additional Loan Proceeds - mowers	\$ 15,000	10-4-03-690.00	Loan Proceeds	\$ 87,000
BGA contribution to the greens mower	\$ 16,500	10-4-05-814.00	Donations	\$ 16,500
Additional Loan Proceeds - mowers	\$ 2,200	10-4-32-690.00	Loan Proceeds	\$ 18,200
	<u>\$ 1,297,900</u>			

Appraisal fees - Dodge Heights lake properties	\$ 19,500	10-5-01-203.00	Professional fees	\$ 29,500
Commission and Fees with sale of land	\$ 32,500	10-5-01-203.00	Professional fees	\$ 62,000
Pick up	\$ 8,000	10-5-03-402.00	Capital Outlay- Vehicles	\$ 80,000
Zero Turn Mower	\$ 5,000	10-5-03-402.00	Capital Outlay - Equipment	\$ 85,000
Greens mower* Purchase from the BGA	\$ 35,000	10-5-05-402.00	Capital Outlay - Equipment	\$ 35,000
Police car equipment	\$ 6,170	10-5-08-402.00	Capital Outlay- Vehicles	\$ 172,950
Zero Turn Mower	\$ 2,200	10-5-32-402.00	Capital Outlay- Vehicles	\$ 18,200
	<u>\$ 108,370</u>			

ELECTRIC FUND - 20

Additional Loan Proceeds	\$ 107,500	20-4-22-900.00	Loan Proceeds	\$ 407,500
	<u>\$ 107,500</u>			
Digger Truck	\$ 107,500	20-5-22-901.00	Capital Outlay - Financed	\$ 407,500
Additional Interest expense	\$ 4,700	20-5-22-398.00	Interest Expense	\$ 11,000
Additional Principal expense	\$ 16,500	22-5-22-900.00	Principal Debt Requirements	\$ 63,600
	<u>\$ 128,700</u>			

WATER / SWER FUND - 30

Additional Loan Proceeds	\$ 43,000	30-4-23-900.00	Loan Proceeds	\$ 183,000
Additional Loan Proceeds	\$ 6,550	30-4-35-900.00	Loan Proceeds	\$ 76,550
	<u>\$ 49,550</u>			
Dump Truck	\$ 43,000	30-5-23-901.00	Capital Outlay- Financed	\$ 183,000
Additional Interest expense	\$ 1,500	30-5-23-398.00	Interest Expense	\$ 10,000
Additional Principal expense	\$ 5,500	30-5-23-900.00	Principal Debt Requirements	\$ 144,500
Pick up truck -possible 20% more	\$ 6,000	30-5-23-402.00	Capital Outlay-Vehicles	\$ 36,000
Tractor Mower	\$ 6,550	30-5-35-901.00	Capital Outlay- Financed	\$ 76,550
	<u>\$ 50,000</u>			

CITY OF BRADY
Ordinance 1353 - EXHIBIT A
Budget - FY 23 Amendment Summary
3-7-23 / 3-21-23

REVENUES
EXPENDITURES

<u>REQUEST</u>	<u>AMOUNT</u> INC/(DEC)	<u>BUDGET NUMBER</u>	<u>BUDGET DESCRIPTION</u>	<u>BUDGET</u>
UTILITY SUPPORT FUND - 50				
2 Meter Reading Base Stations	\$ 70,000	50-5-50-402.00	Capital Outlay- Equipment	\$ 125,000
	<u><u>\$ 70,000</u></u>			
TOTAL INCREASE TO FY 23 BUDGET EXPENDITURES	\$ 357,070			
TOTAL INCREASE TO FY 23 REVENUE SOURCES	\$ 1,454,950			

Fund	Account No.	Description	Qty	Approved Budget	Finance Budget	Vendor	Purchase Price	\$ INC	% INC	Method	Status
General	10-5-03-402.00	Pickup	1	\$40,000.00	\$6,600.00	Solana Motors	\$47,995.00	\$7,995.00	20%	Bidding Process	Quote Received
	10-5-03-402.00	Mower Zero Turn	2	\$32,000.00	\$7,200.00	Kubota	\$36,908.30	\$4,908.30	15%	BuyBoard 597-19	Quote Received
	10-5-32-402.00	Mower Zero Turn	1	\$16,000.00	\$2,700.00	Kubota	\$18,112.75	\$2,112.75	13%	BuyBoard 597-19	Quote Received
Electric	20-5-22-901.00	Truck Digger	1	\$300,000.00	\$18,000.00	Kyriish Truck	\$407,470.96	\$107,470.96	36%	Sealed Bid	Vendor is checking with HGACBuy to get better pricing
	Wat/Sew	30-5-23-901.00	Truck 12YD Dump	1	\$140,000.00	\$11,500.00	MHC Kenworth	\$182,819.55	\$42,819.55	31%	BuyBoard 601-19
30-5-35-901.00		Tractor/Mower	1	\$70,000.00	\$8,600.00		\$76,516.50	\$6,516.50	9%	Sealed Bid	Specifications completed 02/13/2023 - Solicitations to be sent out 2/14/2023 - Follow up email submitted on 02/15/2023 - Quote received from United Ag & Turf on 02/16/2023
Total:				\$598,000.00			Total:	\$769,823.06	\$171,823.06	29%	

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	03/07/2023	AGENDA ITEM	7.B.
AGENDA SUBJECT:	Discussion, consideration and possible action authorizing the City Manager to send a letter of engagement to Halfmann Appraisals for appraisal services for the Dodge Heights addition lots.		
PREPARED BY:	E. Corbell	Date Submitted:	03/03/2023
EXHIBITS:	Request for qualifications		
BUDGETARY IMPACT:	Required Expenditure:	\$19,350.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$19,350.00	
CITY MANAGER APPROVAL:			

SUMMARY:

On October 20, 2022, purchasing staff issued and RFQ for certified general appraiser services for the appraisal of 43 lots in the Dodge Heights addition with a November 17th deadline. The lots have historically been leased and the city has the desire to sell the lots, with first right of refusal going to current lot lessors.

The City received three responses and those responses were evaluated by select City staff, with Halfmann Appraisals receiving the highest score. Halfmann Appraisals has worked with the City previously on the appraisal of the Davee Addition lots.

After working with Halfmann Appraisals to deliver copies of the most current leases, lessor information and payment history, Halfmann has quoted a price of \$19,350 to complete the appraisal project.

RECOMMENDED ACTION:

Staff recommends that council authorize the City Manager to send a letter of engagement to Halfmann Appraisals to begin appraisal work on the Dodge Heights lake lots.

REQUEST FOR QUALIFICATIONS (RFQ)
FOR
CERTIFIED GENERAL APPRAISER SERVICES

CITY OF BRADY, TEXAS
RFQ 2022-002

The City of Brady (City) is seeking sealed Requests for Qualifications (RFQ) responses from Certified General Appraiser firms registered with Texas Appraiser Licensing & Certification Board (TALCB). A Certified General Appraiser is authorized to appraise all types of real property without regard to complexity or transaction value for federally related transactions and non-federally related transactions. Scope of services, in-general, to evaluate and appraised value of land including residential lots located in vicinity of Brady Lake, Brady, Texas. Responses must be received via email to dbustamante@bradytx.us no later than **Thursday November 17, 2022, at 3:00 p.m.** to be considered. The city's purchasing agent, Dorsey Bustamante, is the designated contact for this RFQ solicitation.

All submissions shall be in portable document format (PDF) as an attachment to your email response.

If you consider any portion of your response to be confidential and/or proprietary and that disclosure of its contents to competitors would cause you substantial competitive harm, you must clearly identify those portions of your response by putting the term **CONFIDENTIAL OR PROPRIETARY** in bold letters on the applicable page(s). The City will attempt to protect the identified portions from disclosure to the extent possible under the law. You will be given notice of any request for disclosure of the identified information and given the opportunity to support your claim of confidentiality before the Texas Attorney General.

The City of Brady will not award a proposal to Vendors who are delinquent in the indebtedness to this City.

Questions or Inquiries -

All questions and requests for clarification must be submitted via email and will be answered via email. All questions/inquiries may be aggregated into to a Question-and-Answer sheet that will then be provided to all Vendors prior to the response due date. All questions must be submitted via email at least five calendar days prior to the response due date. All questions will be answered at least two calendar days prior to the response due date. Submit your questions via email to: dbustamante@bradytx.us

Familiarity with Scope of Work -

This request is based on the Scope of Work and information included in this document. Each Vendor is required before submitting their response to be thoroughly familiar with the scope, information, general terms, and conditions in this solicitation package. It is the responsibility of each Vendor to ascertain the completeness of the information contained herein and thoroughly addresses those concerns in their response.

RFQs are to be signed by an officer of the company authorized to bind the submitted response to its provisions. **Failure to sign the RFQ may be grounds for disqualification.** RFQs are to contain a statement indicating the period during which the RFQs will remain valid (a period of not less than ninety (90) days is required). The City reserves the right to reject any or all RFQ responses and to waive formalities and technicalities.

Specific Performance -

This RFQ will require specific performance on all criteria as stated in your response. All requirements are as written unless specifically taken exception to by you, and that exception accepted by the City will be strictly adhered to.

RFQ Evaluation Process -

The Selection Committee will review and evaluate all responsive RFQ responses taking into consideration the following items and criteria to be considered in selecting a Vendor:

1. The Vendor specific approach to the project. Although the City has identified the intent and general nature of services required, the Vendor is given broad leeway toward the methodology in response to this solicitation of professional services (**40%**).
2. The Vendor capabilities, specialized experience, and sufficiency of resources in comparable or similar size projects (**35%**).
3. The Vendor past record of performance on contracts of similar nature with other governmental agencies or public entities, including such factors as type of work, implementation strategy, technical memorandums, reports or studies and ability to meet schedules (**20%**).
4. The Vendor adaptability and consistency of the response to similar RFQ's (**5%**).

Best Possible Score 100%

Cost/Price -

Cost Information is not a required part of this solicitation for professional services. An agreement or contract for professional services will be awarded on-the-basis of demonstrated competency and qualifications to perform the professional services described herein and in this RFQ packet. An offer of negotiation for professional services is not a guarantee for a contract agreement. The City of Brady reserves the right to cancel, reject or stop negotiations at any stage or time during this activity.

Disputes -

The successful contractor or vendor agrees that the courts of the State of Texas shall have jurisdiction over the successful contractor or vendor with respect to any action brought by the owner relating to the performance of the obligation hereunder. Venue and jurisdiction of any suit, right or cause of action arising under or in connection with these RFQ Submission Requirements shall lie exclusively in McCulloch County, Texas.

RequiredContent -

This RFQ is intended to provide Vendor with an opportunity to demonstrate their ability to perform the required tasks. The content of the RFQ response should address information presented in this RFQ. To assist the Selection Committee in evaluating your RFQ response the following minimum requirements must be included in the RFQ response:

1. A narrative describing Vendor understanding of the scope of services.
2. A description of Vendor professional land appraisal experience, expertise, knowledge, capabilities, resources, and unique qualifications in performing certain land studies for sale purposes.
3. A description of each Vendor professional team member's experience, expertise including job title that will be assigned to the appraisal services.

All RFQ responses, including the information required above and stated herein, shall not exceed four (4) pages in length, double-sided permissible and front & back cover pages not in count.

All submissions shall be in portable document format (PDF) as an attachment to your email response.

Background and Probable Scope of Work -

The City of Brady is known as "The Heart of Texas" being nearly at the geographical center of the State of Texas. It is accessed by State Highways SH87, SH190 and SH377 and is generally within a two (2) hour drive of Austin and San Antonio. The City has undertaken an effort to consider the release of public property located in vicinity of Brady Lake, Brady, Texas. The proposed public sale consists of partially developed lots including vacant lots in a subdivision identified as Dodge Heights, see Exhibit - A.

The proposed services, in-general, include:

- Specific land appraisal methods
- Comparable land sale evaluations
- Cataloging of lots and specific valuation
- Report compilation in bound form with three (3) hard copies including PDF version
- Certification of appraisal report to be affixed

All appraisal work shall be compiled in accepted customary formats or industry accepted standards.

attachs: EXHIBIT-A

--- end ---

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	03/07/2023	AGENDA ITEM	7.C.
AGENDA SUBJECT:	Discussion, consideration and possible action authorizing the City Manager to sign an updated contract with Bureau Veritas for building inspection services.		
PREPARED BY:	E. Corbell	Date Submitted:	03/03/2023
EXHIBITS:	Contract from Bureau Veritas		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			

SUMMARY:

The City has had a contract in place with Bureau Veritas for the performance of inspection services for the City of Brady since April 2013, but in recent years has used an in house employee and contract employees to perform certain inspection services. Those employees have become unavailable for City use, making it necessary for the City to utilize the services of BV at this time.

Bureau Veritas would like the City to approve an updated contract providing for back up services, so the City may begin to utilize BV's inspection services.

RECOMMENDED ACTION:

Staff recommends that council authorize the City Manager to sign an updated contract with Bureau Veritas for building inspection services.



**BUREAU VERITAS NORTH AMERICA, INC.
STANDARD PROFESSIONAL SERVICES AGREEMENT**

This STANDARD PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2023, by and between Bureau Veritas North America, Inc., ("BVNA"), and the City of Brady, Texas, ("Client").

These Terms and Conditions govern the work to be performed by Bureau Veritas North America, Inc. ("BVNA"), as specified in the proposal prepared by BVNA of which these Terms and Conditions are a part thereof.

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments "A" and "B" respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

AGREEMENT

1. Initiation of Services: During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Agreement.

2. Scope of Services: BVNA shall provide its services at the time, place, and in the manner specified in the proposal.

3. Term. This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually.

4. Time of Performance: The services of BVNA are to commence upon execution of this Agreement and shall continue until all authorized work is completed. BVNA shall use commercially reasonable best efforts

in performing services under these Terms and Conditions, and the Companion Documents ("Agreement"). Companion Documents shall mean any documents accompanying BVNA's Proposal, including but not limited to the Scope of Work, Fee Schedules or any other Exhibits specific to the project. BVNA shall not be responsible for failure to perform its services if i) there is a failure or delay by Client or its contractors in providing BVNA with the necessary access to properties, documentation, information, or materials; ii) Client or its contractors fail to approve or disapprove BVNA's work; or iii) if Client causes delays in any way whatsoever. In any of these events, BVNA's time for completion of its service shall be extended accordingly. BVNA shall not be responsible for failure to perform if such failure is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure or interruption, or any other cause reasonably beyond BVNA's control. In any of these events, BVNA's time for completion of its services shall be extended accordingly.

5. Compensation: Compensation to be paid to BVNA shall be in accordance with the Schedule of Fees set forth in accordance with the agreed upon fee schedule per project.

6. Method of Payment: BVNA shall submit monthly billings to Client describing the work performed during the preceding month. Client shall pay BVNA no later than thirty (30) days after receipt of the monthly invoice by Client's staff. If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law. Further, if the invoice is not paid within such period, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees. For work requiring a construction permit to be issued, the total fee will be billed when the permit is issued by the Jurisdiction.

7. Construction Monitoring: If BVNA is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the proposal, then this Section 7 shall apply. If BVNA's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, BVNA will report observations and professional opinions to Client. BVNA shall report to Client any observed work which, in BVNA's opinion, does not conform to plans and specifications. BVNA shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of BVNA, or BVNA's site representative, can be construed as modifying any agreement between Client and others. BVNA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of BVNA, nor the presence of BVNA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon BVNA any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make BVNA an additional insured under any general contractor's General Liability insurance policy. Prior to the commencement of the Work, Client shall provide BVNA with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to BVNA and shall be endorsed to include: (1) BVNA as additional insured; (2) thirty (30) days prior written notice of cancellation or material change in any of the coverages; and (3) a waiver of subrogation as to BVNA. Each policy of insurance required shall be written by an insurance company with a minimum rating by A.M. Bests & Company of A-VI. This insurance shall be primary to any insurance available to BVNA. In the event BVNA expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other

health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

8. Ownership of Documents: All plans, studies, documents and other writings prepared by BVNA, its officers, employees and agents and subcontractors in the course of implementing this Agreement shall remain the property of BVNA. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the “**Rights**”) are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 29 below, any such license granted by BVNA to the Client shall automatically terminate.

9. Use of Data or Services: BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA’s analyses, reports, certifications, advice or reliance upon BVNA’s services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions, or in the Companion Documents. Client understands and agrees that BVNA’s analyses, reports, certifications and services shall be used solely by the Client, and only Client is allowed to rely on such work product. If a third party relies on the services, analyses, reports or certifications without BVNA’s written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought as a result of such reliance.

10. Independent Contractor: It is understood that BVNA, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Client. BVNA shall obtain no rights to retirement benefits or other benefits which accrue to Client’s employees, and BVNA hereby expressly waives any claim it may have to any such rights.

11. Standard of Care: **BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA’S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.**

12. Indemnity: Subject to the Limitation of Liability included in this Agreement, BVNA shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney’s fees), to the extent directly and proximately caused by BVNA’s negligent performance of services or breach of warranty under this Agreement.

BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise. Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney’s fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.

13. Limitation of Liability: To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of BVNA, its affiliates, employees, officers, directors and agents (Collectively referred to in this paragraph as “BVNA”) for all claims for negligent

professional acts, errors or omissions arising out of this Agreement is limited to \$50,000 or the amount of the total fees hereunder, whichever is greater.

14. Insurance: BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

- a. **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
- b. **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- c. **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- d. **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured.

15. Consequential and Punitive Damages: Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

16. Cause of Action: If Client makes a claim against BVNA, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by BVNA in defending the claim. Any cause of action brought against BVNA shall be brought within one (1) year of the work or services performed under this Agreement.

17. Compliance with Laws: BVNA shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinance and regulations in effect as of the date services are provided.

18. Resolution of Disputes: All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except

those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

Should either party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

19. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state where the BVNA office originating the work or proposal is located.

20. Releases: All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

21. Waiver of Jury Trial: Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

22. Third Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

23. Written Notification: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth in the proposal. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Client:

If to BVNA:

Bureau Veritas North America, Inc.
Attn: Contract Processing
1000 Jupiter Road, Suite 900
Plano, TX 75074

With cc to:

Bureau Veritas North America, Inc.
Attention: Legal Department
1601 Sawgrass Corporate Parkway, Suite 400
Fort Lauderdale, FL 33323

24. Confidential Information: Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to the Client by BVNA shall be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent.

25. Assignment: Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

26. Non-Solicitation/Hiring of Employees:

(a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

(b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

27. Prevailing Wage: This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold

harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

28. **Waiver:** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

29. **Amendments:** This Agreement may be modified or amended only by a written document executed by both BVNA and Client.

30. **Entire Agreement:** This Agreement constitutes the complete and exclusive statement of Agreement between the Client and BVNA. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

31. **Termination:** This Agreement may be terminated immediately for cause or by either party without cause upon fifteen (15) days written notice of termination. Upon termination, BVNA shall be entitled to compensation for services performed up to the effective date of termination.

(a) **Termination by Client:** If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

(b) **Termination by BVNA:** If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services.

32. **Interpretation of Agreement:** This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

33. **Severability of Agreement:** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be effected and shall remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and the Attachments following the signatures below.

BUREAU VERITAS NORTH AMERICA, INC.

CLIENT

Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
Address:	Address:
Telephone:	Telephone:
Email:	Email:

DTQR

Date

ATTACHMENT A **SCOPE OF SERVICES**

CONSTRUCTION CODE SERVICES

BVNA and the representatives of BVNA are charged with the enforcement of the provisions of the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, acting in good faith and without malice in the discharge of the duties required by these codes or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties.

Plan Review

Non-Structural Plan Review services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction.

Inspections

Inspection services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code. Special inspections as specified in chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included and may be required as specified in the International Building Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the Jurisdiction.

FIRE SERVICES

Fire Services Plan Review

Commercial, Multi-Family and Single Family Fire Sprinkler System Plan Review, Commercial Fire Alarm Plan Review, Commercial Underground Fire Sprinkler System Plan Review, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Plan Review and Commercial Above and Below Ground Fuel Storage Tank Plan Review shall be conducted as required by the Jurisdiction's Fire Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction. (The State of Texas requires the design and installation of Underground Fire Sprinkler Supply Line plans to be performed by a Licensed Underground Fire Sprinkler Contractor.)

Fire Services Inspections

Commercial, Multi-Family and Single Family Fire Sprinkler System Inspection, Commercial Fire Alarm Inspection, Commercial Underground Fire Sprinkler System Inspection, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Inspection, Commercial Above and Below Ground Fuel Storage Tank Inspection and Commercial Fire Certificate of Occupancy Inspection services shall be conducted as required by the Jurisdiction's Fire Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the

Jurisdiction is the final interpretive authority. (The State of Texas requires the design and installation of Underground Fire Sprinkler Supply Line plans to be performed by a Licensed Underground Fire Sprinkler Contractor.)

Annual Fire Safety Inspections

Annual Fire Safety Inspections will be conducted in accordance with the Jurisdiction's Fire Code for commercial establishments and public buildings subject to an annual operation permit.

Fire Code Plan Review Services and Inspection Services

Site and building Plan Review and Inspection services shall be conducted as required by the Jurisdiction's Fire Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority.

ATTACHMENT B
FEE SCHEDULE

CONSTRUCTION CODE SERVICES

Fee Table 1 - Commercial and Multi-Family construction plan review

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$50. ⁰⁰
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$70.69 for the first \$10,000. ⁰⁰ plus \$5.46 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$152.59 for the first \$25,000. ⁰⁰ plus \$3.94 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$251.09 for the first \$50,000. ⁰⁰ plus \$2.73 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$387.59 for the first \$100,000. ⁰⁰ plus \$2.19 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,263.59 for the first \$500,000. ⁰⁰ plus \$1.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$2,188.59 for the first \$1,000,000. ⁰⁰ plus \$1.23 for each additional \$1000. ⁰⁰

Fee Table 2 - Commercial and Multi-Family construction inspection

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$76. ⁹²
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$108.75 for the first \$10,000. ⁰⁰ plus \$8.40 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$234.75 for the first \$25,000. ⁰⁰ plus \$6.06 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$386.25 for the first \$50,000. ⁰⁰ plus \$4.20 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$596.25 for the first \$100,000. ⁰⁰ plus \$3.36 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,940.25 for the first \$500,000. ⁰⁰ plus \$2.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$3,365.25 for the first \$1,000,000. ⁰⁰ plus \$1.89 for each additional \$1000. ⁰⁰

Fee Table 3 - Construction or Improvement of a Residential Dwelling

New Residential Construction	
Plan Review and Inspection Fee	
Square Footage (S.F.)	Fee
0 - 1,500 S.F.	\$785.00
1,501 - 10,000 S.F.	\$785.00 for the first 1,500 S.F. plus \$0.35 for each additional S.F. to and including 10,000 S.F.
Over 10,000 S.F.	\$3,760.00 for the first 10,000 S.F. plus \$0.15 for each additional S.F. over 10,000 S.F.

Plan Review Only	
Plan Review Fee Only Per Dwelling Unit, a new plan for previously reviewed plan or Master Plan	\$200.00 per Plan or per Address
Plan review fee when a permit has been issued for the dwelling and the construction plans are altered such that an additional plan review is required (excludes new plan)	\$150.00 per Plan or per Address
Alterations / Additions / Improvements for Residential Construction	
Trade Permits	Fee
Building, Mechanical, Electrical, Plumbing, Fuel Gas and similar	\$100.00 per trade
Other project types not listed above	\$160.00 per trade
Miscellaneous residential projects such as, but not limited to, Accessory Structures, Fences, Pools, etc.	See Fee Table 2

* All fees billed upon issuance of the permit by the jurisdiction

Back-up inspections

* Backup inspections will be performed during times of inspector absence due to illness, vacation or training at the listed rates. All other project activity will utilize the tables above.

Single Family Residential	\$76.92 per address/building
Commercial and non-Single Family Residential	\$125.00 per address/building/unit

FIRE SERVICES

Single Family Residential Fire Services

Fire Code Plan Review Services	\$175.00
Fire Code Inspection Services	\$400.00

Fire Code Plan Review Services - Commercial and Multi-Family construction (Fire Alarm System & Fire Sprinkler System)

Valuation	Fee, Each System
Less than \$6,250	\$200.00
\$6,250 to \$250,000	\$300.00
\$251,000 to \$500,000	\$425.00
\$501,000 to \$1,000,000	\$550.00
\$1,001,000 to \$3,000,000	\$800.00
\$3,001,000 to \$6,000,000	\$1,200.00
\$6,000,000 and up	\$1,200.00 plus \$0.38 for each additional \$1,000.00

Fire Code Inspection Services - Commercial and Multi-Family construction (Fire Alarm System & Fire Sprinkler System)

Valuation	Fee, Each System
Less than \$6,250	\$300.00
\$6,250 to \$250,000	\$425.00

\$251,000 to \$500,000	\$525.00
\$501,000 to \$1,000,000	\$675.00
\$1,001,000 to \$3,000,000	\$950.00
\$3,001,000 to \$6,000,000	\$1,425.00
\$6,000,000 and up	\$1,425.00 plus \$0.38 for each additional \$1,000.00

Valuation is based on construction valuation for project

Fire Underground

Fire Code Plan Review	\$200.00
Fire Code Plan Inspection	\$250.00

Fire Extinguisher Suppression System

Per permit, one Inspection	\$450.00
Each re-inspection	\$100.00

Fire Certificate of Occupancy Inspections

Fire Certificate of Occupancy inspections	\$150.00
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Annual Fire Safety Inspections

Day Care, Foster Home, Commercial Business (each inspection and re-inspection per location)	\$100.00
Nursing Home / Assisted Living / School (each inspection and re-inspection per location)	\$250.00

Underground / Aboveground Fuel Storage Tanks

Fire Code Plan Review	\$350.00
Fire Code Inspection	\$450.00

Site Plan

Fire Code Plan Review	\$250.00
Fire Code Plan Inspection	\$250.00

The construction valuation is determined by the greater of the declared valuation of the project or the valuation calculated using the International Code Council Building Valuation Data table, first update of each calendar year.

Example:

Square Foot Construction Costs

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B Business	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08

The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

New Building

Group B occupancy

Type VB construction

10,000 square feet total building area

Declared construction valuation \$1,200,000.

Calculated construction valuation - 10,000 square feet X \$136.08 per square foot = \$1,360,800.

The calculated construction valuation is greater than the declared construction valuation so \$1,360,800 is used to calculate the Bureau Veritas fee for the project.

* Note: BVNA fees do not include any taxes, licensing or other fees imposed by governmental or outside agencies.

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	03/07/2023	AGENDA ITEM	7.D.
AGENDA SUBJECT:	Discussion, consideration and possible action selecting two Councilmembers to serve on the Community Development Board representing City of Brady Tourism Board.		
PREPARED BY:	E. Corbell	Date Submitted:	03/03/2023
EXHIBITS:			
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			

SUMMARY:

Ordinance 1262 passed on 12/4/2018 established the Tourism Advisory Board and set the guidelines for the Board. The City did advertise in the Brady Standard Herald asking for volunteers for the Tourism Advisory Board but no applications were received. With the absence of the Tourism Advisory Board, Staff if requesting Council select two members to serve on the Community Development Board.

The Community Development Board will consist of representative from the Chamber of Commerce, Brady Economic Development Corporation and the Tourism Advisory Board to oversee the hiring process for the next Executive Director of the Brady/McCulloch County Chamber of Commerce.

RECOMMENDED ACTION:

Select two Councilmembers to serve on the Community Development Board.

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	03/07/2023	AGENDA ITEM	7.E.
AGENDA SUBJECT:	Discussion, consideration and possible action regarding review of City policies concerning holidays and overtime pay		
PREPARED BY:	T. Keys	Date Submitted:	03/03/2023
EXHIBITS:	Personnel Policy Handbook section pertain to overtime and holidays		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			
SUMMARY: Council members have requested review of current City policies regarding holidays and overtime pay for employees.			
RECOMMENDED ACTION: Direct staff as desired			

a.m. on Tuesday and ends at midnight on the following Monday. Directors, with the consent of the City Manager, have the ability to establish a flexible workweek in their departments, as long as service levels and productivity standards are maintained. The work schedule for each participant must be declared in writing to both Finance and Human Resources.

- (1) The standard work period for employees, other than Sworn Police Officers and fire suppression personnel, is seven (7) days. The standard number of required work hours within the work period is established as a minimum of forty (40) hours for full-time, regular, non-exempt employees
- (2) The standard work period for fire suppression personnel is 28 days. The standard number of hours worked during this work period is 212.
- (3) The standard work period for sworn police officers is 14 days. The standard number of hours worked during this work period is 86 hours.

(b) All offices and departments of the City will be closed on Saturday and Sunday, except the Police Department, Fire/EMS Department, and portions of the Golf Course, Airport, Lake, Sanitation, Public Property Maintenance (PPM), Water, Electric, Gas, and Waste Water Departments. Department Heads will assign employees necessary to operate departments not closed on Saturday and Sunday.

(c) Part-time employees will only receive pay for the time they actually work. Time must be verified by the appropriate Department Head. Part-time employees are not eligible for vacation, sick leave, retirement, group medical coverage, insurance, or holiday pay.

(d) No compensatory time will be allowed for any City of Brady employees. Flex-time of hour per hour is available, as approved and authorized by the employee's supervisor.

4. Overtime

(a) When necessary, in order to maintain the proper City services, employees may be required to work overtime. Prior to performing any overtime, it must be approved by the Department Head. A nonexempt employee is entitled to overtime pay for all hours worked in excess of 40 during a seven-day work period. For purposes of computing weekly overtime, the first seven days on a payroll will constitute one seven-day work period, and the second seven days on a payroll will constitute a second seven-day work period. All nonexempt employees required to work overtime, in accordance with federal law for all worked hours over 40 hours, shall be compensated at one and a half times their regular rate of pay. Overtime is reported to the Payroll Department on required forms at the end of each pay period. The overtime reports are signed by the employee, the

Department Head, and the Director before paychecks are distributed. Employees must work over forty (40) hours per week to be compensated at the overtime rate. Vacation, holiday or sick leave do not count toward overtime. Nonexempt employees who work overtime without prior authorization will be subject to disciplinary procedures.

(b) For purposes of calculating overtime hours for all employees, other than fire suppression employees working a 28-day, 212 hour work period, paid leave will not be counted as worked time. An employee is charged with paid leave only on days the employee would otherwise have been scheduled to work. No more than 40 hours paid leave may be charged in one seven-day work period.

5. Overtime Compensation for Sworn Employees of the Police Department.

(a) **Weekly Overtime.** A nonexempt sworn employee of the Police Department is entitled to overtime pay at the overtime rate, for all hours worked in excess of 86 during a fourteen-day work period.

6. Overtime Compensation for Sworn Employees of the Fire Department.

(a) **Weekly Overtime.** A nonexempt sworn employee of the Fire Department who works a 28-day, 212 hour work period, is entitled to overtime pay at the overtime rate, for all hours worked in excess of 212 during a 28-day work period.

(b) **Annual Work Hours.** Fire suppression employees working a 28-day, 212 hour work cycle are annually scheduled to work 2920 hours of which 164 hours is scheduled overtime. When paid leave is substituted for any other work time, the paid leave will not be counted as time worked; rather, the employee must actually work the hours to earn overtime compensation.

7. Standby Pay

An employee serving in a position eligible for standby pay must reside within a ten (10) mile radius of the McCulloch County Courthouse and have an activated telephone in his residence. Employees will be paid the approved standby pay set by the City Council.

8. Holidays

(a) Regular full-time employees of the City, except employees outlined in 1.(b) above Police and Fire/EMS shift employees, will observe the following 10 holidays:

New Year's Day	Friday before Easter	Labor Day
Memorial Day	4 th of July	Thanksgiving Day
Friday after Thanksgiving	Veterans Day – 11-11	Christmas Day
		Floating December Holiday

(b) In the event any regular full-time *nonexempt* employee of the City is required to work on a City holiday, such employee shall receive compensation at time and half (1.5) of their regular rate of pay for worked hours, in addition to the 8-hour holiday pay.

(c) If a holiday falls on Sunday, the holiday will be observed the following Monday. If a holiday falls on a Saturday, the holiday will be observed on the preceding Friday.

(d) Temporary and part-time employees may be given holidays off without pay at the discretion of the Department Head.

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	03/07/2023	AGENDA ITEM	7.F.
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding Board appointments to fill vacancies.		
PREPARED BY:	T. Keys	Date Submitted:	03/03/2023
EXHIBITS:	Board Roster Board Applications		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			
SUMMARY:			
The City of Brady has several boards with vacancies that need to be filled. In accordance with the City of Brady Home Rule Charter 3.05, " <i>The Mayor or two City Council Members shall recommend to the Council appointees for the boards and commissions. The Council shall approve appointees for boards and commissions.</i> "			
RECOMMENDED ACTION:			
Mayor Pro Tem will recommend appointees.			

CITY OF BRADY

FY 2023 Boards & Commissions

PLANNING AND ZONING COMMISSION (3 yr term)		
Erin Corbell, Liaison 325/597-2152 ext 212 ecorbell@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
1	Lisa Selensky	6/24
2	Ronnie Aston, Vice Chair	6/23
3	Amy Greer	6/23
4	Thomas Flanigan	6/25
5	Lauri Smith	6/24
6	Connie Easterwood	6/25
7	vacant	6/24
* ALT	James Griffin	6/24

ZONING BOARD OF ADJUSTMENT (ZBA/BOA)		
Charter & Zoning Ord. Sec. 9.1 (2 yr term)		
Erin Corbell, Liaison 325/597-2152 ext 212 ecorbell@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
1	vacant	6/21
2	Rod Young, Vice Chair	6/22
3	vacant	6/20
4	Holly Groves	6/23
5	James Stewart	6/23
* Alt 1	Lauri Smith	6/23
* Alt 2	open	6/20
* Alt 3	open	6/20
* Alt 4	open	6/20

AIRPORT ADVISORY BOARD (Ord 1149 - 2 yr term)		
Lisa Perry, Staff Liaison 325/597-2152 ext. 211 lperry@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
1	Clint Rejsek	6/23
2	Stan Amyett, Chair	6/23
3	Frederick Frasier	6/23
4	Richard Jolliff	6/24
5	Billie Roddie	6/24
6	Dale Scott	6/24
7	David Morton	6/24

MUNICIPAL COURT JUDGES (2yr term)		
Erin Corbell, Liaison 325/597-2152 ext 212 ecorbell@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
Judge	JT Owens	12/19

BRADY YOUTH SPORTS ASSOCIATION (1yr term)		
Erin Corbell, Liaison 325/597-2152 ext 212 ecorbell@bradytx.us		
Council	BOARD MEMBER NAME	CURRENT TERM
Council	Jay May	1/22

Concho Valley Council of Governments Annual Board (1yr term)		
Erin Corbell, Liaison 325/597-2152 ext 212 ecorbell@bradytx.us		
Council	BOARD MEMBER NAME	CURRENT TERM
Council	Jeffrey Sutton	6/22

TOURISM ADVISORY BOARD (2yr term)		
Attraction	BOARD MEMBER NAME	CURRENT TERM
Hotelier	VACANT	6/2021
City Council	VACANT	6/2021
EDC	VACANT	6/2021
Chamber	VACANT	6/2020
County	VACANT	6/2020
Tourism	VACANT	6/2020

CHARTER REVIEW COMMISSION (4 year term)		
Erin Corbell, Liaison 325/597-2152 ext 212 ecorbell@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
1	JoAnn Coffey, Chair	2016-2020
2	vacant	
3	vacant	2016-2020
4	vacant	2016-2020
5	Rex Ewert	2016-2020
6	Kelly Green	2016-2020
7	vacant	

INVESTMENT COMMITTEE (1 yr term)		
Lisa McElrath Liaison 325/597-2152 ext. 204 lmcelrath@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
1	Finance Director	FY 2023
2	City Manager	FY 2023
3	Jane Huffman	FY 2023

CITY COUNCIL (3 yr term) - transition to 4 year terms May 2019		
Erin Corbell, Liaison 325/597-2152 ext 212 ecorbell@bradytx.us		
PLACE	MEMBER NAME	CURRENT TERM
MAYOR	Anthony Groves	5/24
1	Larry Land	5/24
2	Missi Elliston	5/25
3	Jeffrey Sutton	5/25
4	Jane Huffman	5/23
5	Jay May	5/23

Brady Type B Economic Development Corporation		
3 - 1 year terms / 4 - 2 year terms		
Erin Corbell, Liaison 325/597-2152 ext 212 ecorbell@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
1	Lauri Smith	6/23
2	vacant	6/22
3	Chuck Jividen	6/23
4	Mike Barbour	6/23
5	Don Miller	6/22
6	vacant	6/22
7	Billie Davis	6/23

MCCULLOCH COUNTY SENIOR CITIZEN ASSOCIATION		
Sunset Center Advisory Board (2 year term)		
Rosie Aguirre, Staff Liaison 325/597-2946 raguirre@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
1	Evelyn Pitcox - Vice President	10/23
2	Janice Crawford - Treasurer	10/23
3	Mercy James	10/23
4	Gerald Huffman	10/23
5	Alvin Bolton	10/23
6	Fay Lawler	10/23
7	Marcy Dunham	10/23
8	Lindell Smith	10/23
9	Rosie Aguirre-Secretary	Director
10	Erin Corbell	City Manager
11	Frank Trull	County Judge

BUILDING STANDARDS BOARD		
Erin Corbell, Liaison 325/597-2152 ext 212 ecorbell@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
1	Tonya Rankin	5/24
2	James Griffin	5/24
3		5/24
4		5/24
5		5/24
Alt		5/24
Alt		5/24

* Alternates serve 1 year terms and can serve on two boards

CITY OF BRADY
APPLICATION FOR BOARDS / COMMISSIONS



Name of Applicant: Michael Cook Phone Number: 325-869-0064
Address: 70 Meadow Lane Alt. Phone Number: _____
E-mail Address: mbc@bradynational.bank

Are you a citizen of the City of Brady? Yes No

Are you a registered voter? Yes No

Are you currently serving on a City Board? Yes No

Have you ever served on a City Board? Yes No

Are you currently serving on a Board for another governmental Agency? Yes No

How long have you lived in Brady? 32 years

Which Board(s) would you like to apply for? Planning & Zoning Commission (3 year term)
 Economic Development Corporation (2 year term)
 Zoning Board of Adjustment (2 year term)
 Airport Advisory Board (2 year term)
 Charter Review Commission (4 year term)
 Tourism Advisory Board (2 year term)

Employer: Brady National Bank Job Title: Assistant VP/ Lending

Work Address: 101 S Blackburn Brady TX 76825

Work Phone #: 325-597-2104

Professional Experience (include professional memberships and previous employment):

Regional Sustainable Development Coordinator Fairmount Minerals/Covia 2011-2018
Executive Vice President Davenport Trucking 2018-2020
Assistant Vice President/Lending Brady National Bank 2020-Present

Community Experience (civic clubs, volunteer activities, service organizations, etc):

McCulloch Co. Child Welfare board
Brady McCulloch Co. Chamber of commerce
Brady Rotary Club
BYSF
Hope from the Heart

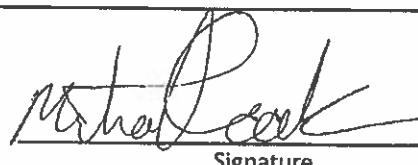
CITY OF BRADY
APPLICATION FOR BOARDS / COMMISSIONS

Comments or special qualifications:

Resume (type or copy and paste your resume in the area below or attach as separate page): **(NOT REQUIRED)**

Interests & Experiences (please tell us about yourself and why you want to serve)

I would like to serve because I feel with my current banking role I would bring additional knowledge to the board that would help make decisions to the betterment of the City of Brady



Signature

2-16-23

Date

CITY OF BRADY
APPLICATION FOR BOARDS / COMMISSIONS



Name of Applicant: Tony Bucholz Phone Number: 325-240-9282
Address: 1705 S. HIGH ST. Alt. Phone Number: _____
E-mail Address: Tonybuchs72@gmail.com

Are you a citizen of the City of Brady? Yes No

Are you a registered voter? Yes No

Are you currently serving on a City Board? Yes No

Have you ever served on a City Board? Yes No

Are you currently serving on a Board for another governmental Agency? Yes No

How long have you lived in Brady? 21 yrs

Which Board(s) would you like to apply for? Building Standards

Planning & Zoning Commission	(3 year term)
Economic Development Corporation	(2 year term)
Zoning Board of Adjustment	(2 year term)
Airport Advisory Board	(2 year term)
Charter Review Commission	(4 year term)
Tourism Advisory Board	(2 year term)

Employer: Bucholz Construction Job Title: OWNER

Work Address: 1705 S. HIGH ST LLC Brady TX 76825

Work Phone #: 325-240-9282

Professional Experience (include professional memberships and previous employment):

RETIRED NAVY SEABEE (Construction Battalion) CHIEF

Community Experience (civic clubs, volunteer activities, service organizations, etc):

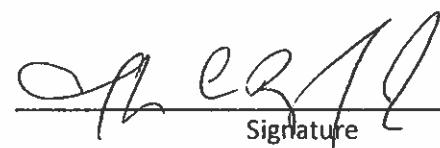
KNIGHTS of Columbus
FINANCE BOARD ST. PATRICKS CHURCH

CITY OF BRADY
APPLICATION FOR BOARDS / COMMISSIONS

Comments or special qualifications:

Resume (type or copy and paste your resume in the area below or attach as separate page): **(NOT REQUIRED)**

Interests & Experiences (please tell us about yourself and why you want to serve)



John E. Quinn
Signature

12 JAN 2023

Date

CITY OF BRADY
APPLICATION FOR BOARDS / COMMISSIONS



Name of Applicant: Camron Turh Phone #: 325-792-4557
Address: 574 CR 480 Brady TX Alt. Phone #: _____
E-mail Address: cmweeden87@gmail.com

Are you a citizen of the City of Brady? Yes No

Are you a registered voter in the City of Brady? Yes No

Are you currently serving on a City Board? Yes No

Have you ever served on a City Board? Yes No

Are you currently serving on a Board for another governmental Agency? Yes No

How long have you lived in Brady? 12 years

Which Board(s) would you like to apply for?

<input type="checkbox"/>	Planning & Zoning Commission	(3 year term)
<input type="checkbox"/>	Economic Development Corporation	(2 year term)
<input type="checkbox"/>	Zoning Board of Adjustment	(2 year term)
<input type="checkbox"/>	Airport Advisory Board	(2 year term)
<input type="checkbox"/>	Charter Review Commission	(4 year term)
<input type="checkbox"/>	Tourism Advisory Board	(2 year term)

Employer: USPS Job Title: RCA
Work Address: 603 S High San Saba TX 76877
Work Phone #: 325-372-5022

Professional Experience (include professional memberships and previous employment):

Plant Maint. at Pioneer Sands

Community Experience (civic clubs, volunteer activities, service organizations, etc):

Volunteer the HSN/T 7 years

CITY OF BRADY
APPLICATION FOR BOARDS / COMMISSIONS

Comments or special qualifications:

Resume (type or copy and paste your resume in the area below or attach as separate page):

(NOT REQUIRED)

Interests & Experiences (please tell us about yourself and why you want to serve)

I want Brady to be the best Brady Can be-



Signature

11-15-22

Date

CITY OF BRADY
APPLICATION FOR BOARDS / COMMISSIONS



Name of Applicant: Chad Walters Phone Number: 432-352-0788
Address: 1603 S Pine Alt. Phone Number:
E-mail Address: chad@midland-dci.com

Are you a citizen of the City of Brady? Yes No

Are you a registered voter? Yes No

Are you currently serving on a City Board? Yes No

Have you ever served on a City Board? Yes No

Are you currently serving on a Board for another governmental Agency? Yes No

How long have you lived in Brady? 2.25 years

Which Board(s) would you like to apply for?

- Building Standards commission (2 year term)
- Planning & Zoning Commission (3 year term)
- Economic Development Corporation (2 year term)
- Zoning Board of Adjustment (2 year term)
- Airport Advisory Board (2 year term)
- Charter Review Commission (4 year term)
- Tourism Advisory Board (2 year term)

Employer: Midland DCI, LLC Job Title: Owner

Work Address: 1422 S Bridge, Brady
Work Phone #: 432-352-0788

Professional Experience (include professional memberships and previous employment):

Plan reviewer, building inspector, code enforcement officer for the City of Midland. Registered Accessibility Specialist for the State of Texas. Owner of Architectural Company for the last 22 years.

Community Experience (civic clubs, volunteer activities, service organizations, etc):

Cub Master for the local Cub Scout pack.

CITY OF BRADY
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Comments or special qualifications:

I have extensive knowledge of the International Building Code. I have been working with the IBC since it first was issued in 2000. I have had several certifications from IBC including Building Plans Examiner and Building Inspector. I have written detailed code analysis papers for discrepancies between contractors and the city governments explaining the evolution of the code from the 2000 release to the current release.

Resume (type or copy and paste your resume in the area below or attach as separate page):

(NOT REQUIRED)

Interests & Experiences (please tell us about yourself and why you want to serve)

I enjoy hunting, fishing, camping and riding motorcycles. I am relatively new to the City of Brady, but I see the possibilities of revitalization everywhere. I have worked on both sides of the "counter", being the city representative and the citizen. I believe I would be able to offer fair opinions for each side. Life safety is the number one priority and code enforcement and revitalization being second.



Signature

March 5, 2023

Date

Christopher Chad Walters

Experience

08-2005-Present Midland DCI, LLC 407 N. Big Spring, Suite 204 Midland, TX 79701

Owner

- Worked part time from 2000 until 08-2005, then became full time.
- Prepared construction documents for commercial jobs – Schools, Restaurants, Doctor Offices, and many other businesses.
- Prepared accessible house plans for the VA, and individual clients.

05-2004—08-2005 City of Midland, Inspections 300 N. Loraine, Midland, TX 79702

Plan Reviewer

Supervisor: David Wayland (432-685-7388)

- Review commercial and residential plans for permit.
- Issue over the counter permits for remodels, additions and new construction.
- Residential and Commercial Building Inspection
- Work with Planning and Engineering departments.

06-2001—05-2004 City of Midland, CDBG 300 N. Loraine, Midland, TX 79702

CDBG Program Specialist – Housing Inspector

Supervisor: Sylvester Cantu (432-685-7408)

- Assist in the development and implementation of the City's housing programs.
- Conducted lead-based paint and housing quality standards inspections.
- Prepare housing rehabilitation specifications, new construction plans, and work write-ups.
- Ensure the work performed meets local, state and federal housing codes.
- Conduct daily and final inspections during each phase of the project.
- Arbitrate disputes between homeowners and contractors.
- Reviews plans submitted by contractors and modify them to meet the Community Development standards.

02-1999—06-2001 City of Odessa, Community Development P.O. Box 4398, Odessa, TX 79760

HOME Rehabilitation Specialist

Supervisor: Michael Marrero (432-335-4820)

- Intake of applicants, determining eligibility, and verifying information regarding income and property ownership.
- Conducting property inspections, lead-based paint inspection, and defining a detailed scope of work for bid purposes and accurate cost estimates.
- Prepare bid documents, advertise each project, and award bids. Ensure the work performed meets local, state, and federal housing codes.
- Conduct daily and final inspections during each phase of the project.
- Conducting environmental assessments on all housing rehabilitation projects.
- Design new homes for the Odessa Housing Consortium's Homebuyer Programs.
- Remodel existing homes to meet current code and ADA standards.

04-1998—02-1999 City of Odessa, Engineering P.O. Box 4398, Odessa, TX 79760

Drafting Tech III

Supervisor: Liz Aguirre (432-335-4861)

- Hand drawing and computer aided drawing of streets, water, and sewer lines throughout the City of Odessa.
- Researching and answering “public works” questions.

01-1995—04-1998 Leland McCain Construction 1823 E. 43rd, Odessa, TX 79762

03-1992—01-1995 James McCain and Sons Const.

Carpenter

Supervisor: Leland McCain (432-367-0096)

- Construction work – Commercial and Residential
- Framing, roofing, reading blueprints, and general carpentry work.

Education

14 Dec 2007 Midland College Midland, TX

- Associate of Science

1992 Permian High School Odessa, TX

- Two years of Architectural Drafting.
- 1992 Industrial Technology “Outstanding Student” award.

Skills

- Extensive knowledge of AutoCAD.
- Extensive knowledge of Building Codes.
- Professional customer and client service.
- Extensive knowledge and experience in the computer field.

Training

• Construction Management	June 17-18, 1999
• Lead Inspector and Risk Assessor	October 11-15, 1999
• Lead Contractor/Supervisor and Lead Project Designer	August 7-11, 2000
• Homebuyer Education: Train the Trainer	June 17-20, 2002
• Basic Code Enforcement	April 7-11, 2003
• Lead Inspector and Risk Assessor	June 2-6, 2008

Licenses

Licenses and Certifications Earned – (Held – Now Expired)

• SBCCI – Housing Rehabilitation Associate Inspector	No.:231
• ICC – Property Maintenance & Housing Inspector	No.:5219235-64
• ICC – Residential Building Inspector	No.:5225754-B1
• ICC – Building Plans Examiner	No.:5225754-B3
• TDH – Code Enforcement Officer	No.:CE2909
• TDLR – Registered Accessibility Specialist (Current)	No:1568