



## CITY OF BRADY COUNCIL AGENDA REGULAR CITY COUNCIL MEETING JULY 5, 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. July 5, 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 Regular and Work Session Meetings on June 20, 2023

Erin Corbell  
City Manager

Tina Keys  
City Secretary

Sharon Hicks  
City Attorney

### 5. PRESENTATIONS

None

### 6. PUBLIC HEARING:

None

### **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.

## 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 awarding change order no. 3 to Integrated Water Services, Inc. (IWS) concerning WWTP Replacement Project – Bid Package No. 3 (BP#3), a price increase adjustment to contract.
- B. Discussion, consideration and possible action authorizing the City Manager to execute a construction phase services amendment with Freese and Nichols, Inc. (FNI) for time extension and associated fee concerning ongoing construction and startup for the new WWTP
- C. Discussion, consideration and possible action awarding installation of high voltage air switches at City's South Substation to Techline Construction, LLC and authorizing city manager to enter into agreement for same at \$58,000.00
- D. Discussion, consideration and possible action approving Resolution 2023-011 authorizing the creation of an employee benefit trust
- E. Discussion, consideration and possible action regarding sale of Dodge Heights lots.
- F. Discussion, consideration and possible action regarding a request from Joe Sanchez to reduce a city lien on his property located at 1210 S. Elm St.

## 8. STAFF REPORTS

### A. Upcoming Special Events/Meetings:

July 10	Budget Work Session, 10:00 a.m. – 4:00 p.m.
July 13	Budget Work Session, 10:00 a.m. – 4:00 p.m.
July 17	Budget Work Session, 10:00 a.m. – 4:00 p.m. – IF needed
July 18	Regular City Council Meeting, 6:00 p.m.
July 19	Good News Luncheon, 11:30 a.m. – TruCountry Inn
July 20	Budget Work Session, 10:00 a.m. – 4:00 p.m. – IF needed
August 1	Regular City Council Meeting, 6:00 p.m.
August 15	Regular City Council Meeting, 6:00 p.m.

## 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 McCulloch County

## 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](mailto: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 June 20, 2023 at 4:00 p.m. with Mayor Aaron Garcia presiding. Council Members present were Missi Elliston, Larry Land, Jeffrey Sutton, Felix Gomez and Gabe Moreno. City staff present were City Manager Erin Corbell, Finance Director Lisa McElrath, Police Chief Randy Batten, City Attorney Sharon Hicks and City Secretary Tina Keys. Also in attendance were James Griffin, County Judge Frank Trull and County Attorney Greg Torres.

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

Mayor Garcia called the meeting to order at 4:02 p.m. Council quorum was certified.

**2. PUBLIC COMMENTS**

There were no public comments

**3. INDIVIDUAL CONCERNs**

A. Discussion regarding McCulloch County Contribution to EMS expenses.

Erin Corbell presented to Council. Mayor Garcia asked how the two payments were missed at the time. Erin said she believes it was during the time county took over dispatch. Council Member Moreno asked who would have been responsible at that time. Erin said she believes there was never an agreement between the two entities. Erin asked Lisa McElrath if a bill was presented at that time. Lisa said no, she doesn't think so. Jane Huffman said she was the only one on council at the time. Huffman went on to say there was a presentation and the numbers were brought to the county, but they didn't like the amount. They had a meeting and said they didn't budget for it and couldn't afford it. At that time, fire numbers were included. As a gesture, we said we would remove fire numbers and just base the figures on EMS numbers. The County again said they didn't budget for the expenditure. Huffman said the City and County had a meeting saying they have to pay. Erin said then County Judge Spiller came up with a percentage and just to get some money, we agreed to the amount. Council Member Sutton said we had 9-1-1 dispatch and it was all mixed up and it was supposed to cost us less money to move dispatch. Council Member Moreno said we gave them services, and nothing was paid for those two years. Nothing. As a business person, he doesn't understand how that can be allowed. It was a lot of money that wasn't collected. Erin said ultimately it was on County and City leadership at the time to come up with an agreement. Council Member Elliston said there were multiple meetings for years. Mayor Garcia asked "we agreed to \$142,000"? Jane Huffman said yes, under the understanding that moving forward we are going to get those amounts up to where they should be. Huffman said she requested the actual bill the county received as well as their documents. The bill shows it lines up and was on the check stub that the county wrote that it lined up with our reporting. Mayor Garcia said if we accepted \$142,000 back then, would we accept \$142,000 for those two years of service as well. Mayor Garcia asked what the difference was for those years. Erin said she wouldn't have those numbers. Mayor Garcia said if everything worked out like it should have, we would have accepted payment of \$142,000 plus 10%. Erin said we got \$157,300 the next year, roughly 10%. Erin said there was no payment received from the county to the city from January of 2018 to October of 2021 yr. Council Member Moreno said they got 33 months of free service. They budgeted the year before but didn't budget for those years. It doesn't make sense. Council Member Moreno asked what the county said at the time and Jane Huffman said they said they couldn't afford it and they wouldn't do it. Council Member Moreno said we have to come with some resolution, but he doesn't think we can come to that resolution without getting input from the county commissioners. Judge Trull showed Mayor Garcia the Interlocal Agreement signed September of 2020. It was worked between the

two entities. The next year, they didn't have another Interlocal, so they added 10% and that's the check that was written. Erin said the interlocal auto renews each year. City Attorney Hicks asked Judge Trull why there were no payments made. Trull said that was when the jail was being built and there was talk about who would be providing dispatch services, it was a tradeoff. Trull said it is in the City minutes and everybody recognized that an agreement was not going to be made. He believes somebody moved to put it off. It wasn't anything malicious. Nobody could agree. Council Member Moreno said if you normally have that cost in the budget, wouldn't you again put that \$150,000 in the budget every year? Erin said that was Judge Spiller. Erin reminded council that the taxpayers of the city already pay county taxes and those taxes pay to cover the cost of dispatch. Council Member Elliston said the City offered to keep dispatch but the County chose not to do that. She's not sure why. Council Member Sutton said there was a meeting with County Commissioners and City Council and they were talking about the trade off, but nobody ever really came around with anything solid. There was also a question of how much dispatch cost, and we decided that it might save the city money because we wouldn't have to have dispatch. Council Member Sutton said the Chief told council we had to have dispatch. Erin said because we had to have our transmission operator, it didn't save us any money. City Attorney Hicks said we've been trying to negotiate a new agreement with the County. Erin said Judge Spiller could not articulate how he came up with his percentage. Council Member Elliston said we have an amount of what it costs to provide those services and are only requesting the bare minimum for those services. Erin said the County is paid through August 31<sup>st</sup> of this year. Greg Torres said they still believe that interlocal agreement is in effect. Erin said they notified them several times in writing. Greg said it was never a council action. Erin said it was a council action. Judge Trull said they brought additional money but haven't agreed on what the number is. Sharon Hicks asked about the prior two years that nothing was paid. That needs to be addressed. Also, under the current agreement they paid \$190,000 but the issue is, the City sends a bill for what they feel is fair and the County comes back and agrees to pay a different amount. And how do we go forward. What is the appropriate formula. The allocation of prorated share doesn't take into account the fixed costs. If you take the city budget for EMS and you take the residents of the city and county, you see the residential cost is \$400,000. Council Member Land he thinks we can come up with an agreement. There is a positive trend. Council Member Land asked how the formulas were derived. Erin reviewed the formulas. Erin said we take the total expenditures and reduce by total revenues and apply the percentage of county calls to the net cost. Erin said the County asked to not include Melvin, so that was taken out. The Judge's formula is to apply the 15% to the gross cost, and reduce that by the payments made on county calls and a percentage of the RAC grant received by EMS. Erin said that is based purely on calls. There is an availability cost that isn't being taken into consideration at all. Judge Trull said if you go on what it would cost rather than what you actually spent, it's a huge difference. Council Member Sutton said you have to figure in fixed costs some way. Sharon Hicks said in the formula we are using now, there is no cost figured in for unbillable calls. Erin said any time we respond to an accident, if the people decline treatment, that is not being figured in. Council Member Elliston said we base our numbers on what our staff has determined the costs are. We may not ever come to an agreement. Even excluding the fixed costs, the numbers are literally just the billed calls, and not taking into account ambulance wear and tear and other costs. The city is absorbing a lot of costs. Erin said all we are taking into account is calls ran, not fixed costs. Sharon Hicks said she thinks all we're asking for now is bare bones. Council Member Elliston said she doesn't feel like we have any room for negotiation. Council Member Moreno asked what do we do about the previous months that are owed. How is that paid back. Council Member asked Judge Trull if there is a plan. Judge Trull said all we have talked about is the previous years EMS cost. Greg said there is no contract for those years. Jane Huffman asked isn't the county responsible, by law, to provide 9-1-1 service. When the county decided to take back dispatch, to save them costs, they insisted on taking dispatch. So really, the law is the county is responsible so they can't make the city pay for that service because the county has to provide it. Jeff asked the county to get 3 bids on what it would cost to provide EMS service. Greg Torres said he believes we can work it out and asked what the biggest issue is with Judge Trull's formula. Mayor Garcia said they biggest issues is we provide the service and our staff came up with a figure that we believe is fair. Greg Torres ask about the possibility of

using Judge Trull's formula in the future. Sharon Hicks said it doesn't take into account that the city is not allowed to provide a gift to another entity. It is her opinion we are giving them the fair bare bones and not taking a lot of costs into account. His formula is a viable formula but further erodes the city's costs. Mayor Garcia said this council speaks for 66% percent of the county and we have to represent that portion of the county in the best way. Council Member Moreno said the previous council said they would waive the unpaid years if the County agrees to pay what we are asking. The county chose not to, and he doesn't agree with that. He feels like they're not trying since they've already been given \$400,000. Judge Trull said he wishes he had brought the interlocal agreement because there were other things as well.

Lisa McElrath said she interprets Judge Trull's formula is utilizing the percentage of calls to the expenditures of EMS but not to the revenues. When you take a percentage, you have to apply it across the board. Instead of applying 15 % to the expenditure piece only, you should apply it to the revenues collected as well. It could possibly cost more to provide EMS services outside the city limits: additional gas, wear and tear on the ambulance, personnel time. The City was not going to break it down that precise. To be fair, we would take the total number of calls, apply a pro rata percentage and apply it across the board. The percentage has to be applied to the expenditure and to the revenue as well, since the percentage applied by nature limits actual costs and then consequently actual revenues. The discrepancy is where the county would like to be given full credit to all payments received by outside city limit clients, expecting staff to add up all these numbers and take so much time when you can apply a formula that would be more efficient. Council Member Elliston said we have an incredibly competent financial director and city manager and to not allow them to do their jobs, would be a disservice. We need to utilize a formula our staff has brought forth. That's what we pay them for. Judge Trull said he is in the same position and said there was nothing malicious. Council Member Elliston asked how the County feels about the two years that was not paid. Judge Trull said there really has been no discussion. Erin Corbell said there is a line in the interlocal agreement that the county also does not want to contribute to emergency management any longer. Council Member Moreno said he wants to know where they stand. Judge Trull said we're trying to come up with an interlocal agreement - come up with a 3-year fixed agreement. Council Member Moreno said the costs would fluctuate every year. Mayor Garcia asked if the county has looked at what it would cost to have their own EMS service. Judge Trull said in Coleman the city pays an amount and county pays and the hospital pays and it's a lot cheaper. Council Member Land said the judge and city manager have done excellent jobs. The problem is it's not pinned down. We're very close. He has looked at the two formulas and they're both the same but \$15,000 apart. Surely they can sit down and come up with a formula to compensate for that difference. Council Member Land said he thinks a flat fee for 3 years is a fantastic idea. Council Member Elliston said she does not agree. Greg Torres said everybody agreed to pay the \$190,000. The citizens do not want a 3<sup>rd</sup> party EMS. They want to come up with an agreement. Council Member Moreno said he agreed but he agrees with Council Member Elliston. We're paying Erin Corbell and Lisa McElrath and they're doing a great job. To come up with another amount is undermining our staff. Greg Torres asked if there is opportunity to move off of the city's formula. Council Member Elliston said she feels like we have to stand by our staff formula. Council Member Moreno said our formula has already been stripped down as much as we feel is fair, and the county needs to consider the 2 years that wasn't paid. Greg Torres said the commissioners will say they don't owe anything because they took over dispatch. Council Member Elliston said we were paying \$50,000 for dispatch so they think that's what dispatch is worth. Council Member Moreno asked if anybody came up with a cost for dispatch. Erin Corbell said all residents, including Council Moreno, as a citizen of McCulloch County, already paid for dispatch. Council Member Moreno said he is willing to forgive the 33 months. Attorney Hicks said she wants to further discuss the item in Executive Session. There are three items to discuss - whether to waive or offset prior years, what the current rate should be and what the proposal is with a 3 year plan. Greg Torres said he would like to have a set cost. Council Member Elliston said she thinks our staff should come up with a figure every year and if the county wants to keep the service, they will have to pay it. Council Member Elliston said this will continue to be an issue and it needs to be done every year with a set percentage. Mayor Garcia said

we need to come to an agreement, but this needs to not take any more time. We need to figure out whatever it is that isn't short changing anybody. Erin asked what if the dollar figure isn't set but the percentage is. Council Member Land said he thinks it's silly not to provide the service. Council Member Moreno said we're not here to make money, but we just can't lose money.

No action was taken

#### **4. ADJOURNMENT**

There being no further business, the Mayor adjourned the meeting at 5:42 p.m.

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Mayor Aaron Garcia

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 June 20, 2023 at 6:00 p.m. with Mayor Aaron Garcia presiding. Council Members present were Missi Elliston, Larry Land, Gabe Moreno, Jeffrey Sutton and Felix Gomez, Jr. City staff present were City Manager Erin Corbell, Public Works Director Steven Miller, Finance Director Lisa McElrath, City Attorney Sharon Hicks, Police Chief Randy Batten, Police Officers Arturo Romero, Zachary Johnson, Aaron Thoreson and City Secretary Tina Keys. Also in attendance were James Griffin, Tony Groves, Jane Huffman, David Ortiz, Terry Phillips, Charlie Bush, Annita Ellison, Allison Beard and Helen Motts.

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

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

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

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

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

Tony Groves spoke regarding item G, ordinance for open carry/ consumption of alcohol. Mr. Groves said he attended the meeting when Heather Myles presented and understands what she's trying to do. He feels like one might have a view of someone sophisticated with a glass of wine strolling down the street, but he feels like it will be more like intoxicated people on the square. He feels like it would be a mistake to allow open carry / consumption of alcohol.

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

- A. Approval of Minutes for Regular Meeting on June 6, 2023.
- B. Discussion, consideration and possible action approving the temporary closure of W. 3<sup>rd</sup> Street between Bridge Street and Church Street for a Block Party to be held on June 30, 2023 from 12:00 noon to midnight as requested by Heather Jo Ashton and St. Patrick's Church.

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

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

- Introduction of new Brady Police Department Officer Aaron Thoreson – City Manager Erin Corbell introduced newest Brady Police officer Aaron Thoreson who just graduated from the Concho Valley Regional Law Enforcement Academy and was top in his class. His wife Victoria was also introduced. City Manager Corbell said Aaron has been part of a pilot program to allow us to bring in police academy cadets before graduation, so he has been here for a little while working with our officers. He's also active Army National Guard reserves.

#### **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 1358 of the City of Brady, Texas granting a zoning change from Commercial District to Single-Family Residential District for property located at 617 N. Bridge Street, in the Fulcher Subdivision, Block 66, Lot No. 13. Erin

Corbell presented. Council Member Elliston moved to approve second and final reading of Ordinance 1358. Seconded by Council Member Moreno. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.

- B. Discussion, consideration and possible action regarding the second and final reading of Ordinance 1359, as amended of the City of Brady, Texas to amend the FY2023 Budget for municipal purposes. Lisa McElrath presented. Council Member Land moved to approve the second and final reading of Ordinance 1359. Seconded by Council Member Sutton. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.
- C. Discussion, consideration and possible action regarding the second and final reading of Ordinance 1360 of the City of Brady, Texas granting a zoning change from Single-Family Residential District to Manufactured Home District for property located at 801 E. 8<sup>th</sup> Street in the Luhr Subdivision, Block 60, Lot 2. Erin Corbell presented. Council Member Sutton moved to approve the second and final reading of Ordinance 1360. Seconded by Council Member Gomez. 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 Brady Youth Sports Foundation for a TTAB 8U & 10U District Tournament to be held June 26 – 28, 2023. Erin Corbell presented. Council Member Elliston asked if she was seeing correctly that there is \$7,000 left in the fund, and asked when the end of the fiscal year is. Erin Corbell said September 30<sup>th</sup>. Council Member Elliston asked Allison Beard with BYSF if they could use extra funds. Mayor Garcia asked council to be aware that there was a tournament 2 weeks ago. He and his son emptied the trash cans because city staff said they won’t do it. The trash cans are locked in place so they cannot be dragged to dumpsters. BYSF is expected to haul bags of trash. Mayor Garcia said we’re holding tournaments with sub-par fields. Council Member Sutton said he has been to three tournaments. There are a lot of people there and it brings in a lot of business. Mayor Garcia agreed and said the improvements are amazing. Mayor Garcia also said BYSF is not allowed to drag fields. Allison Beard said the city mows and brings in dirt. BYSF marks the fields and all of that, but they pick up nails and glass and it has been an issue when kids are sliding. BYSF would like to be allowed to drag fields to help with that. Erin Corbell said we need to draft an agreement. Allison said the \$1,500 will pay for umpires for 2 days. They need umpires for 4 days but BYSF was going to pay for the other 2 days. Council Member Elliston asked if BYSF can have the extra funds to pay for the other umpires. Allison said they weren’t going to ask for any funds. Erin Corbell said she would make sure the trash situation is handled. Allison said this is the first step to be able to hold a state tournament here. Recommended motion is to move to award \$1,500 to BYSF for the TTAB 8U and 10U District Tournaments to be held on June 26 – 28, 2023. Council Member Elliston moved to amend the motion to \$3,000. Seconded by Council Member Moreno. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.
- E. Discussion, consideration and possible action regarding Dodge Heights appraisals and plans for sale of Dodge Heights lots. Erin Corbell presented. Erin pointed out the difference in appraisal amounts for people who have leases. Council Member Elliston said she thinks we should be very gracious with these people that have leases. Erin said she will send a letter to leaseholders with this information. Erin said we need to set a timeline for them to secure financing and let us know their intent to purchase. Corbell suggested a December 31, 2023 deadline. Council Member Elliston said she feels like we cannot put these people out when they have paid all this money leasing this property. Some of them are older and are on a fixed income. We need to be very gracious in that situation especially since they’ve been trying for years to buy their properties. Council Member Sutton said they’ve known for years that this time was coming. Council

Member Elliston said she is ok with the December 31<sup>st</sup> deadline as long as we agree to discuss further if somebody can't meet that deadline and be willing to grant an extension on a case by case basis. Council Member Sutton asked if the City can finance. Erin said they did with the Davee subdivision. Council Member Elliston asked if there is a reason we wouldn't allow Dodge Heights residents the same. Council Member Moreno said he thinks we do 3 months and then a case by case basis. Council Member Moreno moved to allow 90 days with the discretion to extend. Seconded by Council Member Elliston. All Council Members voted "aye" and none "nay". Motion passed with a 5 – 0 vote.

- F. Discussion, consideration and possible action regarding McCulloch County contribution to EMS expenses. This item will be considered after Executive Session.
- G. Discussion, consideration and possible action regarding the **first reading of Ordinance 1361** allowing the possession and consumption of an open container in public areas in the Central Business District of the City of Brady. Erin Corbell presented. City Attorney Hicks said we can expand or narrow the ordinance. Council Member Elliston said she kind of agrees with Mr. Groves. She thought it was mainly at this one particular establishment. Erin Corbell said it allows the potential to expand additional entertainment areas. Mayor Garcia said we might get there some day, but he doesn't think we're there today. Council Member Elliston said we can do it on a case by case basis. Mayor Garcia said to attract business, if we were to approve case by case, on a Saturday, D&J's, for example, could hand out a glass of wine as people walk around. Council Member Moreno said Corsicana had something similar. On a Saturday morning, businesses were handing out mimosas and people loved it. Mayor Garcia said the alcohol would have to be purchased on site at a downtown location. Council Member Elliston said she doesn't think we're there yet. Council Member Moreno said we can always change it. Erin said she and Sharon would fine tune and bring back to council. Council Member Gomez said he doesn't think a lot of people would be buying a cases of beer and hanging out on our square. Council member Moreno moved to table the item. Seconded by Council Member Elliston. All Council Members voted "aye" and none "nay". Motion to table passed with a 5 – 0 vote.
- H. Discussion, consideration and possible action accepting the donation of 1000 N. Grant to the City of Brady. Erin Corbell presented. Council Member Land moved to accept donation of the property. Seconded by Council Member Moreno. All Council Members voted "aye" and none "nay". Motion passed with a 5 – 0 vote.
- I. Discussion, consideration and possible action accepting the donation of 314 and 316 W. Commerce to the City of Brady. Erin Corbell presented. Council Member Elliston said the owners have the means to take care of the property. We could use the property or sell the lot, but if it has asbestos, it's going to cost a lot more. Erin said the building on Bridge Street that was just torn down was approximately \$20,000 cleanup with asbestos abatement. Erin said the inspector said there isn't much there that could have asbestos, but the property could have some. Council Member Elliston said if we could get a definite that there is not asbestos, then it would be different. Erin said we can ask the property owners to have it tested for asbestos. Mayor Garcia said he would like Code Enforcement to go after them. Council Member Elliston moved to table. Seconded by Council Member Sutton. All Council Members voted "aye" and none "nay". Motion to table 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:

June 22	City Employee Appreciation Pool Party – 6:00 p.m.
July 1	July Jubilee Parade & activities – <b>COUNCIL &amp; FAMILIES BE AT FIRE STATION AT 9:00 A.M. IF YOU WANT TO RIDE IN THE FIRE TRUCKS IN THE PARADE</b>
July 4	Independence Day, City Offices closed, altered trash schedule
July 5	Regular City Council Meeting – WEDNESDAY – due to July 4th Holiday
July 10	Budget Work Session, 10:00 a.m. – 4:00 p.m.
July 13	Budget Work Session, 10:00 a.m. – 4:00 p.m.
July 17	Budget Work Session, 10:00 a.m. – 4:00 p.m. – IF needed
July 18	Regular City Council Meeting, 6:00 p.m.
July 20	Budget Work Session, 10:00 a.m. – 4:00 p.m. – IF needed

## 9. ANNOUNCEMENTS

Council Member Elliston said there has been talk that our senior center is not being utilized because of the location. That is not true.

## 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: EMS agreement with McCulloch County

First Session. Council recessed into Executive Session at 6:07 p.m. Former Councilmember Jane Huffman was asked to stay. Regular session resumed at 6:26 p.m. No action was taken as a result of Executive Session

Second Session. Regular Session was closed at 7:16 p.m. Executive Session was opened at 7:36 p.m. and closed at 8:46 p.m. Regular Session resumed at that time.

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

Council Member Elliston moved to approve

1. Payment of \$17,000 on or before July 18, 2023 to bring current the present operations through September 30, 2023. Upon this payment, all issues for service provided prior to September 30, 2023 are resolved.
2. For the service years beginning October 1, 2023, the County may avail themselves of one of the following two options after taking into consideration the County's discussion regarding a longer term agreement:
  - a. 2 Year Agreement.
    - i. For the service year of October 1, 2023—September 30, 2024, a percentage payment of eighteen percent (18%) for EMS services.
    - ii. For the service year of October 1, 2024—September 30, 2025, a percentage payment of twenty percent (20%) for EMS services.

b. 3 Year Agreement: For the service years of October 1, 2023—September 30, 2024, October 1, 2024—September 30, 2025, and October 1, 2025—September 30, 2026, a percentage payment of twenty percent (20%) for EMS Services per year.

Seconded by Council Member Moreno. Four Council Members voted “aye” with one Council Member, Land, voting “nay”. Motion passed with a 4 to 1 vote.

## **12. ADJOURNMENT**

There being no further business, Mayor Garcia adjourned the meeting at 8:48 p.m.

---

Aaron Garcia, Mayor

Attest: \_\_\_\_\_

Tina Keys, City Secretary

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

<b>AGENDA DATE:</b>	07/05/2023	<b>AGENDA ITEM</b>	7.A.
<b>AGENDA SUBJECT:</b> Discussion, consideration, and possible action awarding change order no. 3 to <b>Integrated Water Services, Inc. (IWS)</b> concerning <u>WWTP Replacement Project - Bid Package No. 3 (BP#3)</u> , a price increase adjustment to contract.			
<b>PREPARED BY:</b>	S. Miller	<b>Date Submitted:</b>	06/26/2023
<b>EXHIBITS:</b>	Contract Change Order Document Packet		
<b>BUDGETARY IMPACT:</b>		<b>Required Expenditure:</b>	<b>\$111,661.00</b>
		<b>Amount Budgeted:</b>	\$12,995,635.82
		<b>Unassigned Loan Funds:</b>	\$735,218.00
<b>CITY MANAGER APPROVAL:</b>			

**SUMMARY:**

**Integrated Water Services (IWS)** has submitted through interactions with city staff and design engineer certain site improvements pertaining to site grading for better drainage, sidewalk pathway addition and concrete flatwork at grit chamber work pad and including expansion of disinfection basin stair landings. **IWS** has provided their pricing breakout as shown in attached exhibit; and a generalized summary breakout is as follows:

Site Grading and erosion control	\$71,243	64%
Concrete and select fill	\$7,415	7%
Equipment – roller, skid steer, mini excavator	\$5,174	6%
Superintendent, PM, Operator, and Laborer	\$25,640	23%
Bond, 2%	<u>\$2,189</u>	
Total	<u>\$111,661</u>	

Original site grading was designed as sheet flow across the entire site of the new wwtp site. Since site grading has nearly been established recent rain events revealed ponding issues. These proposed grading improvements establishes two (2) new pathways that facilitates better drainage. The other component to this proposed change order is extensions of landings at the disinfection basin to allow better transition at top of stairs to grating at center channel. The expansion of flatwork at the grit chamber area identified drawing discrepancies between mechanical and civil plan sheets. The current contract change order summary to-date is as follows:

Original Contract Amount – BP#3	\$12,670,290.00	% - Change
C.O.#1 – material price escalation	\$306,988.57	
C.O.#2 – electrical drive panel	\$18,357.25	
	\$12,995,635.82	3%
C.O.#3 - proposal	<u>\$111,661.00</u>	
Total Revised Contract Value	<u>\$13,107,296.82</u>	4%

Per TWDB programmatic processes this award by city council is necessary to confirm city's approval of change order. TWDB staff undertakes final review for proper documentation of contractor's change order request. Sufficient funds are in place for this proposed change order.

**RECOMMENDED ACTION:**

Mayor: Do I have a Motion to approve change order no. 3 in the amount of **\$111,661.00** to Integrated Water Services, Inc. as described herein?



PROJECT: WWTP Replacement Project, Bid Package 3

OWNER: City of Brady

OWNER PROJ # 73628

CONTRACTOR: Integrated Water Services, Inc.

CONTRACTOR #

ENGINEER: Freese and Nichols, Inc.

ENG. PROJ. #

BRD16454-3

CHANGE ORDER NO.

3

CHANGE ORDER DATE:

8-Jun-23

Make following additions/deletions or modifications to work described in the Contract Documents:

	Description of Change	Cost
1	CP-002 Grading Changes and Grit Slab	\$111,661.00
<b>TOTAL COST OF THIS CHANGE ORDER:</b>		<b>\$111,661.00</b>

*The compensation agreed to upon in this change order is full, complete and final payment for all costs the Contractor may incur as a result of or related to this change whether said costs are known, unknown, foreseen or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other affect on changed or unchanged work as a result of this Change Order.*

**Contract Cost and/or Time Impacts:**

Original Contract Amount	\$12,670,290.00
Previously Approved Change Order Amount	\$325,345.82
Adjusted Contract Amount	\$12,995,635.82
Proposed Change Order Amount (this change order)	\$111,661.00
Revised Contract Amount	\$13,107,296.82
Previous Contract Time	833
Previous Substantial Completion Date	12-Feb-24
Previous Final Completion Date	11-Jun-24
Net Change in Contract Time	0
Revised Contract Time	833
Revised Substantial Completion Date	12-Feb-24
Revised Final Completion Date	11-Jun-24

Recommended by:

Engineer / CM

By \_\_\_\_\_ Date \_\_\_\_\_

Approved by:

(Contractor)

By \_\_\_\_\_ Date \_\_\_\_\_

Approved by:

(Owner)

By \_\_\_\_\_ Date \_\_\_\_\_

## Change Proposal

<b>Project</b>	WWTP Replacement Project		<b>Project Number</b>
<b>Owner</b>	City of Brady		TWDB-73638
<b>Contractor</b>	Integrated Water Services		CID-04
<b>Construction Manager</b>	Freese and Nichols, Inc.		
<b>Design Professional</b>	Freese and Nichols, Inc.		BRD16454
<b>Change Proposal No.</b>	002	<b>Description</b>	Changes to site grading plan and grit slab
<b>Specification</b>	N/A		
<b>Drawing No.</b>	N/A	<b>Detail Description</b>	N/A
<b>Reference Document</b>			
<input checked="" type="checkbox"/> Request for a Change Proposal No. 002 <input type="checkbox"/> Request for Information No. _____			
<input type="checkbox"/> Shop Drawing Deviation Request No. _____ <input type="checkbox"/> Field Order No. _____			
<b>Contractor proposes the following modifications to the Contract Documents:</b>			
The site grading plan was updated to fix discrepancies with mechanical and civil elevations.			
<b>Basis of Compensation</b>			
<input type="checkbox"/> Unit Prices <input checked="" type="checkbox"/> Lump Sum calculated using Cost of Work provisions in the Contract			
<input type="checkbox"/> Time and Materials using Cost of Work provisions in the Contract			
<i>The compensation offered for this Change Proposal is the full, complete, and final compensation for all costs Contractor may incur because of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work because of this Change Proposal. Requested changes in Contract Times are the complete and final adjustments for impacts to the ability of Contractor to complete the Work within the Contract Times and are the only adjustments to which Contractor is entitled. All terms and provisions of the Contract Documents remain in effect except as specifically modified by this Change Proposal.</i>			
<b>Proposed Net Change in Contract Price this Change Proposal</b>		\$ 111,661.00	
<b>Proposed Net Change in Contract Times this Change Proposal</b>		0 days	
<b>Required Documentation</b>			
<input type="checkbox"/> Detailed cost breakdown attached showing labor, materials, equipment, and all other costs for this change			
<input type="checkbox"/> Schedule attached to show impacts and justification for requested change in Contract Times			
<b>Reason for the Change Proposal</b>			
Reference site grading update and alterations.			

<b>Attachments</b>	RCP-001 Drawing SB quote IWS backup
<b>Requested Action</b>	<input type="checkbox"/> Issue a Field Order <input checked="" type="checkbox"/> Issue a Work Change Directive or Change Order for the described changes
<b>Requested by</b>	<u>Ryan Kendrick</u>
	<b>Date</b> <u>1/5/23</u>
<b>Action by Owner's Project Team</b>	Change Proposal No. _____ <input type="checkbox"/> Accepted <input type="checkbox"/> Not Accepted - Revise and Resubmit <input type="checkbox"/> Cancelled
<b>Comments</b>	
<b>Response by</b>	
	<b>Date</b> _____



Project: City of Brady WWTP BP#3

Site: 1311 E 6th St  
Brady, Tx 76825

IWS Proj. #: 501

**Change Order Request**

**2**

Date of Change Order Request:

1/5/2023

Change Order Event Number:

2

Description of Change Order:

Site grading plan updates.

**Change Order COST:**

<u>Description</u>		<u>Units</u>	<u>Unit Qty</u>	<u>Unit Rate</u>	<u>OH/Fee %</u>	<u>Totals</u>
<b>CO#2</b>						
Site Grading		LS	1	\$ 59,450.00	15%	\$ 68,368
Erosion control		LS	1	\$ 2,500.00	15%	\$ 2,875
Skid Steer		Wk	4	\$ 755.00	15%	\$ 3,473
Ingram Concrete	Concrete	Yd	28.5	\$ 138.30	15%	\$ 4,533
Vulcan Material	Select Fill	Ton	99.05	\$ 25.30	15%	\$ 2,882
Laborer		HR	140	\$ 55.00	15%	\$ 8,855
Operator		HR	25	\$ 85.00	15%	\$ 2,444
Roller		Day	2	\$ 314.15	15%	\$ 723
Mini Ex		Day	2	\$ 426.00	15%	\$ 980
Superintendent		HR	70	\$ 105.00	15%	\$ 8,453
PM		HR	32	\$ 160.00	15%	\$ 5,888
Bond 2%						\$ 2,189
<b>CO#2 TOTAL</b>						<b>\$ 111,661</b>

**SCHEDULE CHANGE:**

0 WD

<u>Description</u>	<u>Days</u>
<b>CO#2 Days</b>	0 WD

**Submitted By**

Integrated Water Services

6/1/23

Signature

Date

**Approved By**

City of Brady Authorized Representative

Signature

Date

Print Name & Title

Print Name & Title

Signature

Date

Signature

Date

Print Name & Title

Print Name & Title

# INVOICE

SHIP TO:  
**BRADY - WWTP REPLACEMENT**  
 120 W Main St  
 Brady, Texas 76825

SOLD TO:  
**INTEGRATED WATER SERVICES INC**  
 4001 NORTH VALLEY DRIVE  
 LONGMONT, CO 80504

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to:

**Ingram Concrete, LLC**  
 PO Box 849131  
 Dallas, TX 75284-9131, US  
 Phone: 1-800-777-8752 or  
[help@vmcmail.com](mailto:help@vmcmail.com)

CUSTOMER NO: **1936017-3859905**  
 INVOICE NO: **930000033923**  
 INVOICE DATE: **03/02/2023**  
 INVOICE AMT: **3,941.25**  
 PROJECT: **7138**  
 DUE DATE: **04/15/2023**

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.		TAXES:	PERCENT:	AMOUNT:	SALES TAX:	TOTAL PRODUCT:		<b>Pay this AMOUNT:</b>							
						0.00	TOTAL FREIGHT:								
TOTAL YARDS: 28.50		TOTAL LOADS: 3.00				DISCOUNT:	TOTAL OTHER:	<b>\$3,941.25</b>							
SALES REP		PO NUMBER		LOT / BLOCK		ORIGINAL INVOICE		TAX EXEMPT ID.		TERMS					
		501								NET15THPROX - Payable in full by the 15th of each month following month of shipment					
INVOICE #	INVOICE DATE	CUSTOMER NUMBER		PROJECT		JOB NAME									
930000033923	03/02/2023	1936017-3859905		7138		BRADY - WWTP REPLACEMENT									
<b>TICKET DETAIL</b>						QUANTITY	PRICE	EXTENSION	TAX AMT						
SHIP DATE	ORDER	USE	TICKET	FACILITY	PROD CODE	DESCRIPTION									
03/02/2023	160473		430712	7153	10LQR50B 85610	CLASS A-4000-FOOTINGS,SLABS,UNO EEFEE - ENERGY-ENVIRO - Per LD		9.50	132.50	1258.75	0.00				
			430718		10LQR50B 85610	CLASS A-4000-FOOTINGS,SLABS,UNO EEFEE - ENERGY-ENVIRO - Per LD		1.00	55.00	55.00	0.00				
			430736		10LQR50B 85610	CLASS A-4000-FOOTINGS,SLABS,UNO EEFEE - ENERGY-ENVIRO - Per LD		9.50	132.50	1258.75	0.00				
								1.00	55.00	55.00	0.00				

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Receive your invoice faster and help save the environment by enrolling in our email invoicing service. With email, Invoices are sent in one easy to open file directly to your Inbox. To sign up, contact us at [help@vmcmail.com](mailto:help@vmcmail.com) or call us at 1-800-777-8752.

# INVOICE

SHIP TO:  
**BRADY - WWTP REPLACEMENT**  
 120 W Main St  
 Brady, Texas 76825

SOLD TO:  
**INTEGRATED WATER SERVICES INC**  
 4001 NORTH VALLEY DRIVE  
 LONGMONT, CO 80504

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to:

**Ingram Concrete, LLC**  
 PO Box 849131  
 Dallas, TX 75284-9131, US  
 Phone: 1-800-777-8752 or  
[help@vmcmail.com](mailto:help@vmcmail.com)

CUSTOMER NO: **1936017-3859905**  
 INVOICE NO: **930000031858**  
 INVOICE DATE: **02/23/2023**  
 INVOICE AMT: **5,310.00**  
 PROJECT: **7138**  
 DUE DATE: **03/15/2023**

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.		TAXES:	PERCENT:	AMOUNT:	SALES TAX:	TOTAL PRODUCT:	<b>Pay this AMOUNT:</b>  <b>\$5,310.00</b>			
TOTAL YARDS: 38.00		TOTAL LOADS: 5.00			0.00	TOTAL FREIGHT:				
					DISCOUNT:	TOTAL OTHER:				
SALES REP		PO NUMBER	LOT / BLOCK	ORIGINAL INVOICE	TAX EXEMPT ID.		TERMS			
		501					NET15THPROX - Payable in full by the 15th of each month following month of shipment			
INVOICE #	INVOICE DATE	CUSTOMER NUMBER	PROJECT	JOB NAME						
930000031858	02/23/2023	1936017-3859905	7138	BRADY - WWTP REPLACEMENT						
TICKET DETAIL						QUANTITY	PRICE	EXTENSION	TAX AMT	
SHIP DATE	ORDER	USE	TICKET	FACILITY	PROD CODE	DESCRIPTION	QUANTITY	PRICE	EXTENSION	TAX AMT
02/23/2023	160083		427697	7153	10LQR50B 85610	CLASS A-4000-FOOTINGS,SLABS,UNO EEFEE - ENERGY-ENVIRO - Per LD	9.50	132.50	1258.75	0.00
			427714		10LQR50B 85610	CLASS A-4000-FOOTINGS,SLABS,UNO EEFEE - ENERGY-ENVIRO - Per LD	1.00	55.00	55.00	0.00
			427759		10LQR50B 85610	CLASS A-4000-FOOTINGS,SLABS,UNO EEFEE - ENERGY-ENVIRO - Per LD	9.50	132.50	1258.75	0.00
			427782		10LQR50B 85610	CLASS A-4000-FOOTINGS,SLABS,UNO EEFEE - ENERGY-ENVIRO - Per LD	1.00	55.00	55.00	0.00
			427783		10LQR50B 85610	CLASS A-4000-FOOTINGS,SLABS,UNO EEFEE - ENERGY-ENVIRO - Per LD	1.50	132.50	198.75	0.00

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**JOB SITE**

Brady  
1311 E 6th St  
Brady, TX 76825

**CUSTOMER**

INTEGRATED WATER SERVICES, INC.  
4001 N Valley Dr  
Longmont, CO 80504

**Cycle Invoice**

<b>INVOICE #</b>	AUS-1940513-0007
<b>INVOICE DATE</b>	Feb 20th, 2023
<b>PO #</b>	brady
<b>ACCOUNT #</b>	63834
<b>SALESPERSON</b>	Jim Kollar
<b>ORDER #</b>	1940513
<b>ORDERED BY</b>	steve keyser
<b>DATE OUT</b>	Jul 20th, 2022 2:00 PM
<b>BILLED THROUGH</b>	Mar 1st, 2023 1:00 PM

**Invoice Total: \$3,163.71**

<b>TERMS</b>	Net 30
<b>REMIT TO</b>	EquipmentShare.com, Inc PO Box 650429 Dallas, TX 75265-0429

**Rental Items**

Rental Id	Class	Qty	Equipment	Day	Week	Month	Tax	Amount
850170	Mini Excavator 15,000 - 20,000 lbs	1	YANMAR ViO80 ID: 55370, Serial: AG892 Assigned: 2/1/2023 1:00 PM - 3/1/2023 1:00 PM	\$400.00	\$1,090.00	\$2,825.00	8.250%	\$2,825.00

**Sales/Misc Items**

Description	Qty	Unit Price	Tax	Amount
1.9% Environment Fee	1	\$53.68	8.250%	\$53.68
1.5% Texas Emissions Reduction Plan	1	\$42.38	0.000%	\$42.38
Texas Heavy Inventory Tax - 820® HB 2476	1	\$4.77	8.250%	\$4.77

<b>Subtotal</b>	\$2,925.83
<b>Total Tax</b>	\$237.88
<b>Invoice Total</b>	<b>\$3,163.71</b>

**INVOICE NOTES**

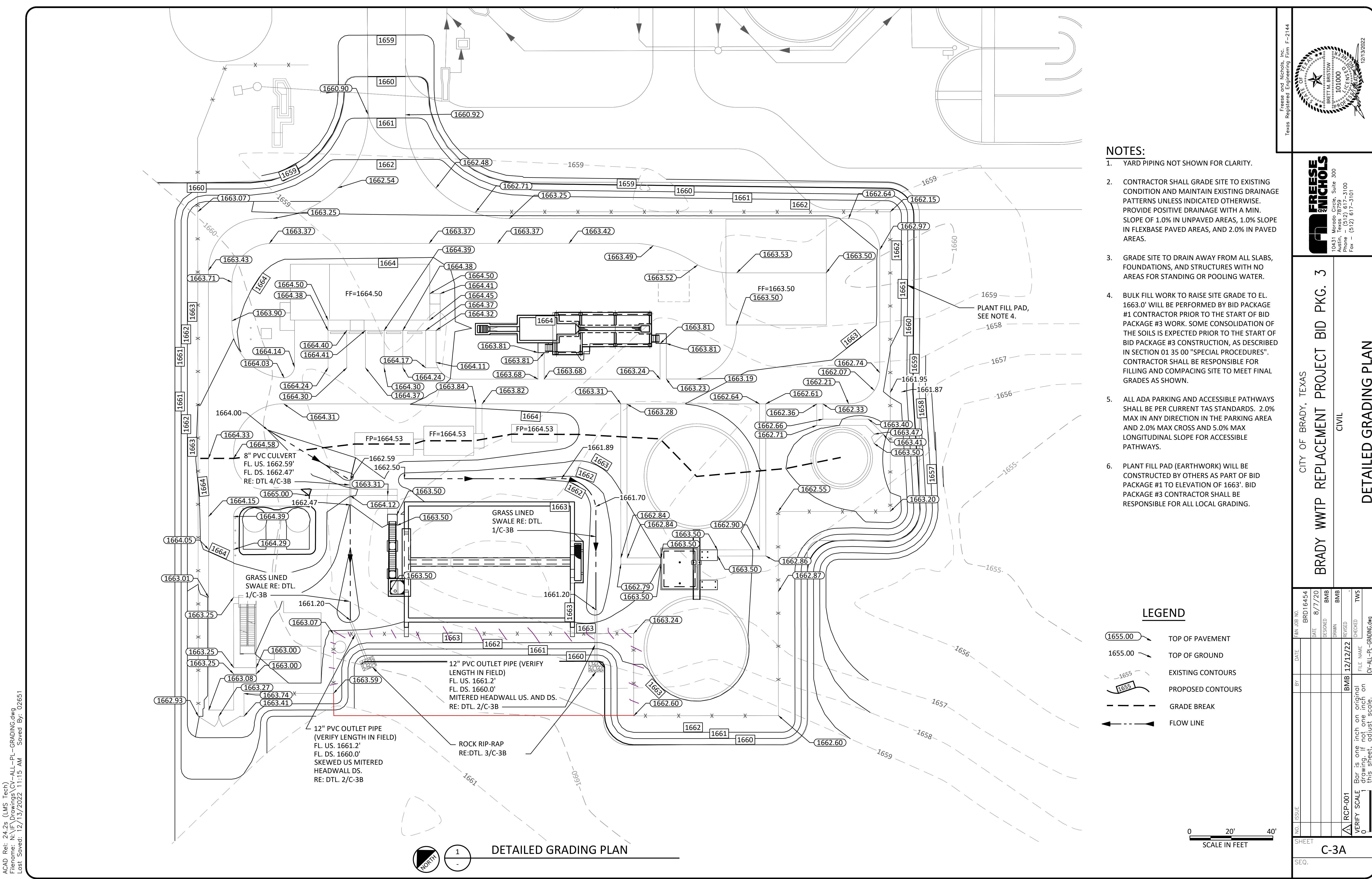
Please remit payment at your earliest convenience. For any questions regarding this invoice, please contact [invoicing@equipmentshare.com](mailto:invoicing@equipmentshare.com) or call 573-283-8181 for assistance.

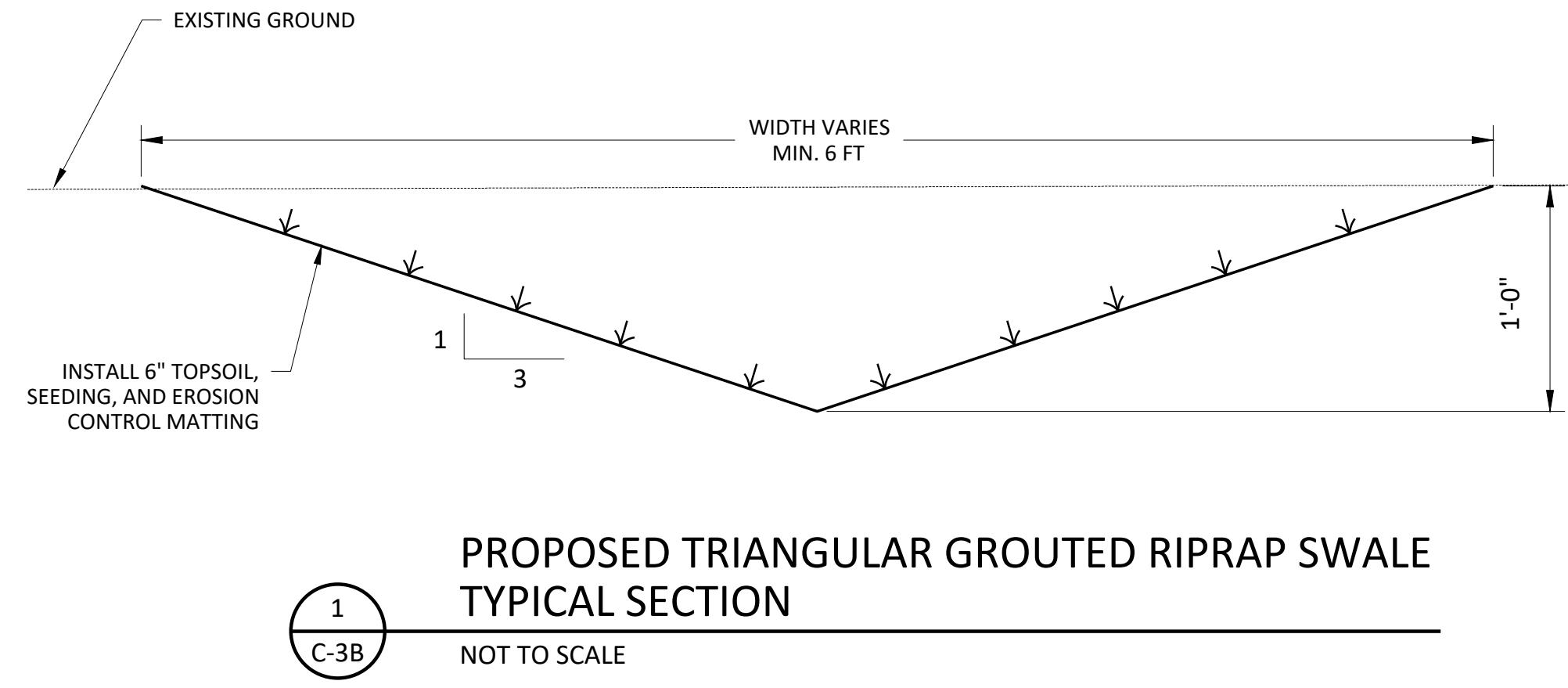
A 1.5% finance charge will be computed on all invoices 30 days or more past due, which is an annual percentage rate of 18%. Thank you for your business!

All rental rates are based on 8 hrs/day, 40 hrs/week, and 160 hrs/month. Customer is responsible for returning cleaned and fueled or is subject to cleaning and fuel charges.

## Request for a Change Proposal

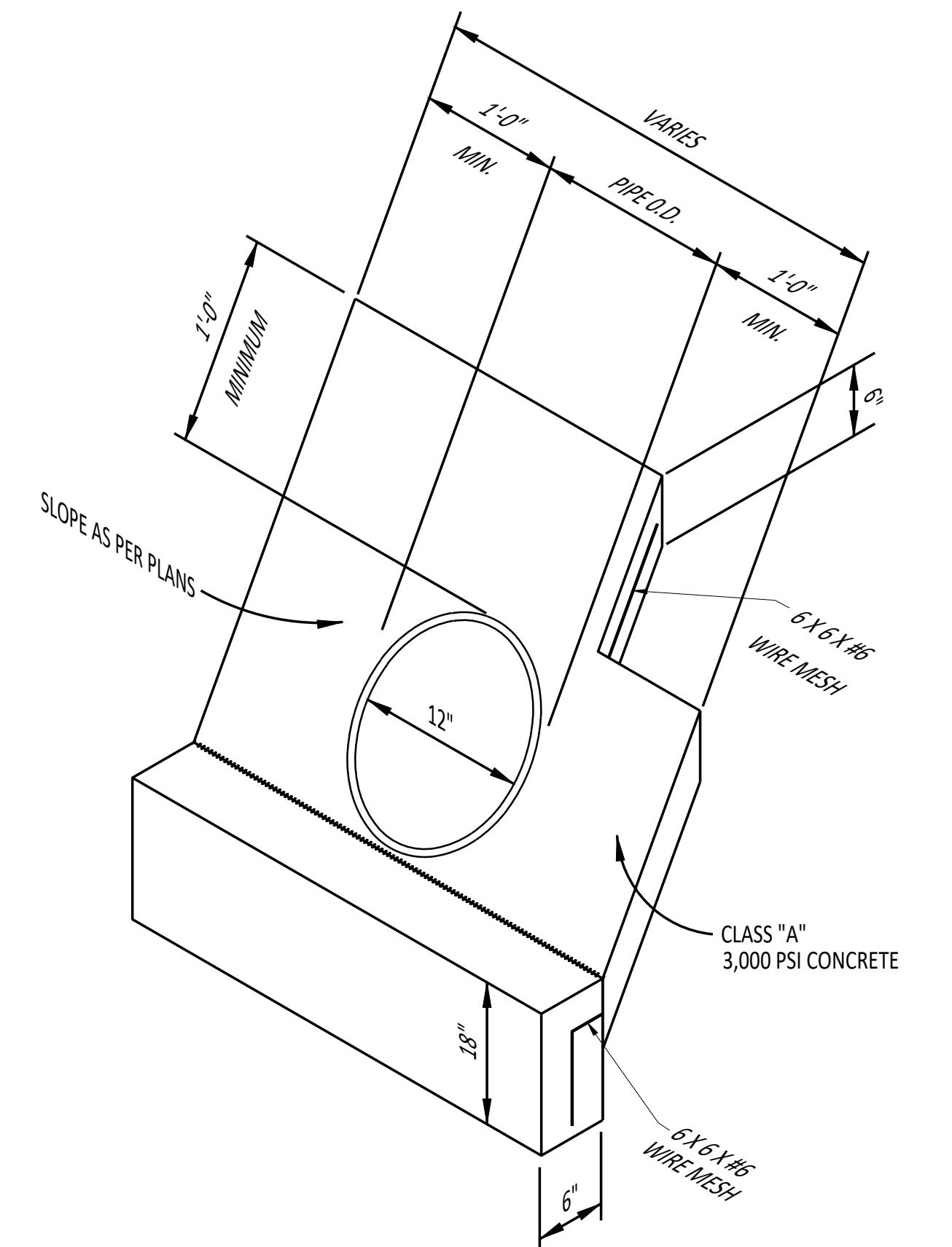
<b>Project</b>	WWTP Replacement Project		<b>Project Number</b>
<b>Owner</b>	City of Brady		TWDB-73638
<b>Contractor</b>	Integrated Water Services		CID-04
<b>Construction Manager</b>	Freese and Nichols, Inc.		
<b>Design Professional</b>	Freese and Nichols, Inc.		BRD16454
<b>Request for Change Proposal No.</b> <u>001</u>		<b>Description</b> <u>Grading Revisions and Grit Slab</u>	
<b>Specification</b>	<u>C-3A, 3B, HW-S</u>		
<b>Drawing No.</b> <u>1,2,5,6</u>	<b>Detail Description</b> _____		
<b>Reference Document</b>			
<input checked="" type="checkbox"/> Request for a Change Proposal No. <u>001</u> <input type="checkbox"/> Work Change Directive No. _____			
<input type="checkbox"/> Shop Drawing Deviation Request No. _____ <input type="checkbox"/> Contract Document			
<b>Owner requests a Change Proposal for the following modifications to the Contract Documents:</b> Revise grading plan shown on Sheet C-3A per updated Sheet C-3A and new Sheet C-3B. Revise stair landings at UV per the attached shop drawing markup (SD-050). Extend grit equipment pad per updated sheets HW-S1, HW-S2, HW-S5, HW-S6 (RFI-008).			
<i>Owner requests that Contractor prepare a Change Proposal for the changes in the Contract Documents described in this Request for a Change Proposal. The compensation offered for this Change Proposal is to be the full, complete, and final compensation for all costs Contractor may incur because of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work because of this Change Proposal. Requested changes in Contract Times are to be the complete and final adjustments for impacts to the ability of Contractor to complete the Work within the Contract Times and are the only adjustments to which Contractor will be entitled. All terms and provisions of the Contract Documents remain in effect except as specifically modified by this Change Proposal. Authorization to proceed with changes must be approved by the Owner in accordance with the Contract Documents.</i>			
<b>Reason for the Change Proposal</b> Inconsistencies noted in contract drawing between grade elevations shown on grading plan and elevations of various slabs on grade throughout the plant site. Grading plan has been revised to avoid pooling drainage around slabs and to promote run-off from the site. Headworks structural sheets did not show extended grit removal equipment pad matching HW-M sheets and Civil Sheets.			
<b>Attachments</b> Revised Sheet C-3A and New Sheet C-3B. Markups to UV Stair Landings, SD-050. RFI-008 including revised drawing sheets HW-S1, HW-S2, HW-S5, and HW-S6			
<b>Requested by</b> <u>Coby C. Gee</u>		<b>Date</b> <u>5/26/2023</u>	
<b>Follow Up Action by Owner's Project Team</b> Change Proposal No. <u>001</u> <input type="checkbox"/> Accepted <input type="checkbox"/> Not Accepted - Revise and Resubmit <input type="checkbox"/> Cancelled			



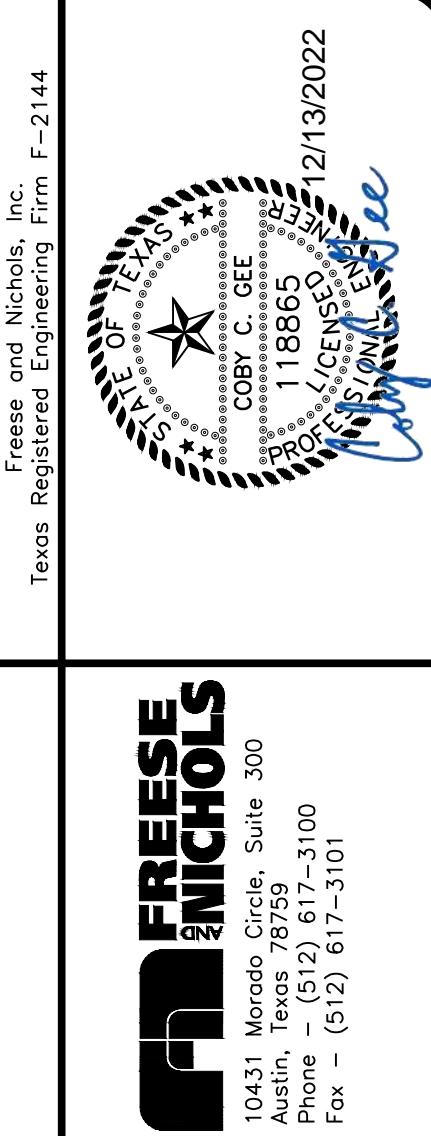
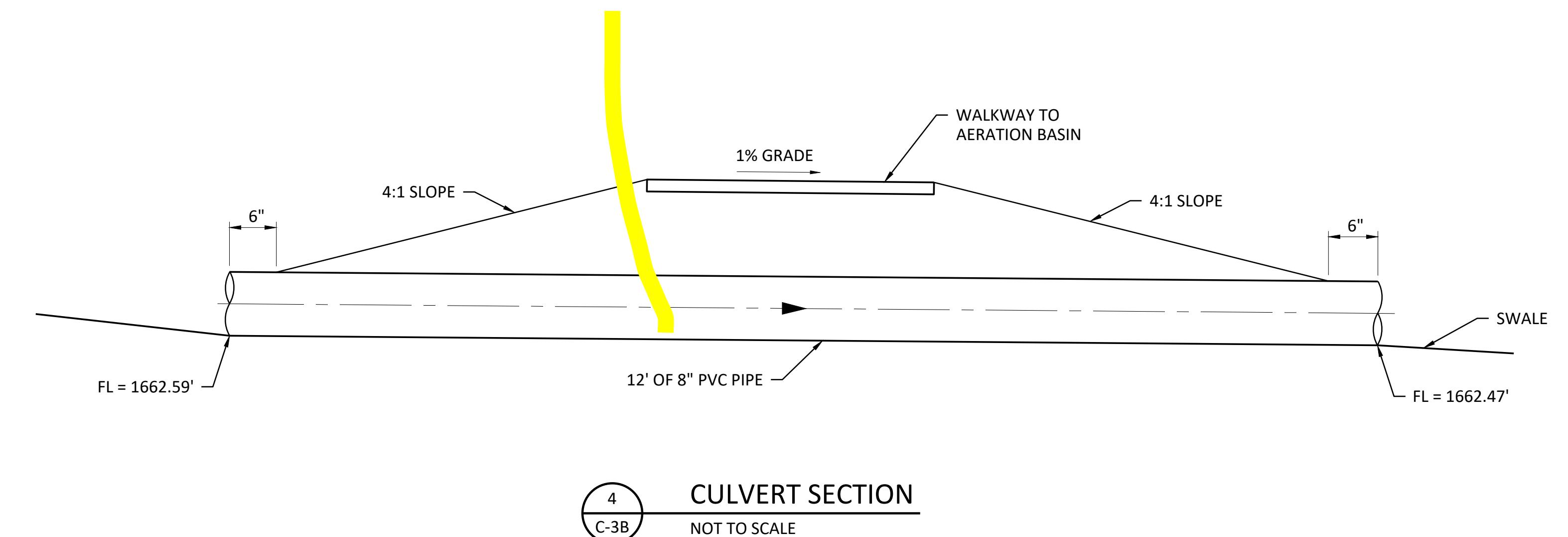
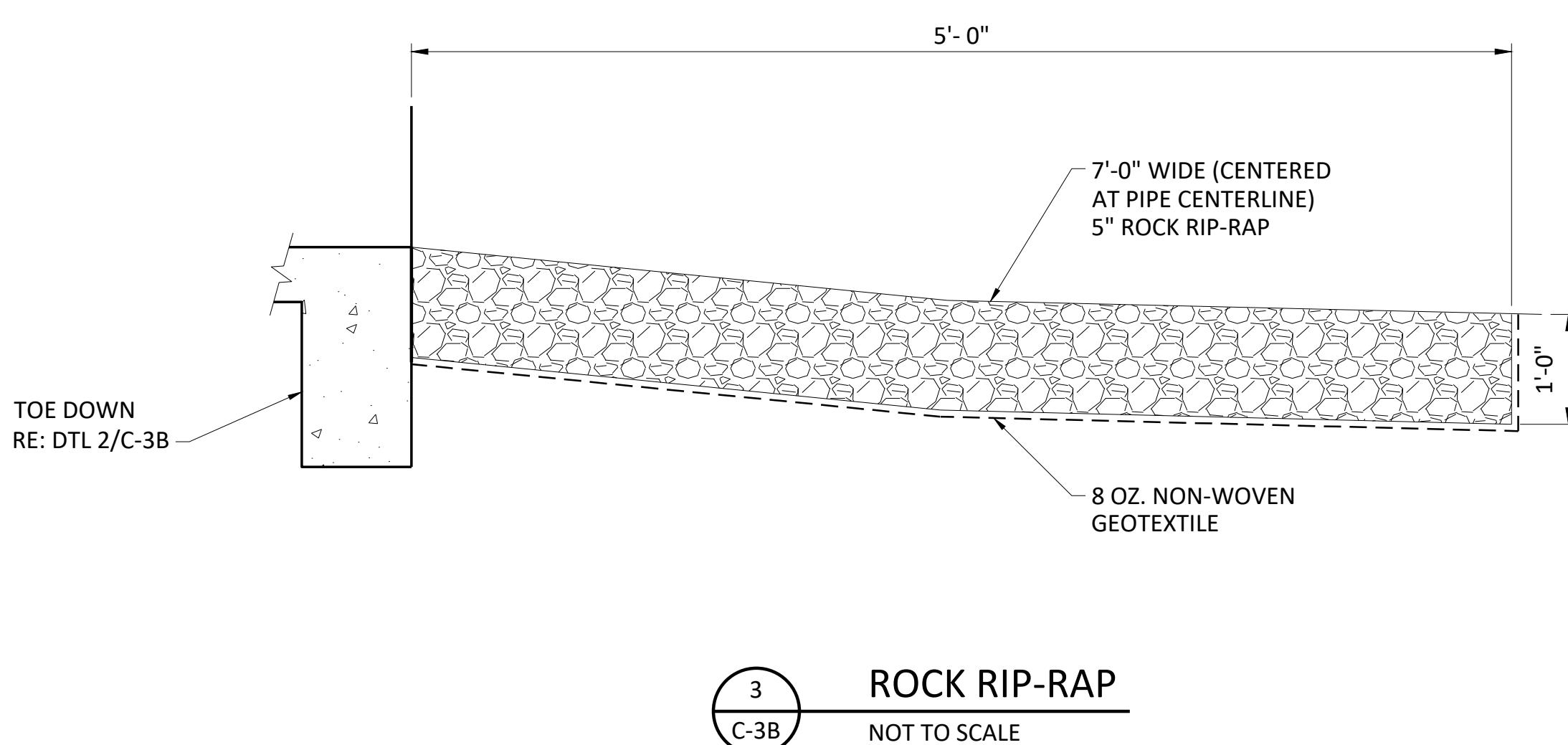


NOTES:

1. PREPARE SLOPE PRIOR TO INSTALLING EROSION CONTROL MATTING INCLUDING AND NECESSARY FERTILIZER, PLACEMENT OF TOPSOIL AND SEED.
2. REMOVE ALL ROCKS, CLODS, VEGETATION OR OTHER OBSTRUCTIONS SO THE INSTALLED EROSION CONTROL MATTING WILL HAVE COMPLETE AND DIRECT CONTACT WITH TOPSOIL.
3. EROSION CONTROL MATTING SHALL BE TXDOT CLASS 2 TYPE E.
4. INSTALL EROSION CONTROL MATTING PER MANUFACTURER'S RECOMMENDATIONS INCLUDING LENGTH OF OVERLAP, STAPLES, TOE-IN TERMINATION AND SEEDING.
5. IF NECESSARY PLACE ADDITIONAL STAPLES AT CRITICAL LOCATION TO SECURE THE EROSION CONTROLS MATTING INCLUDING OVERLAPS AND SEAMS CHANNEL BOTTOM AND AT CHANGES IN THE CHANNEL SLOPES.
6. ALL DISTURBED AREAS SHALL BE RE-VEGETATED IN ACCORDANCE TO SPEC 31 25 13.13.



MITERED HEADWALL  
2 C-3B  
NOT TO SCALE

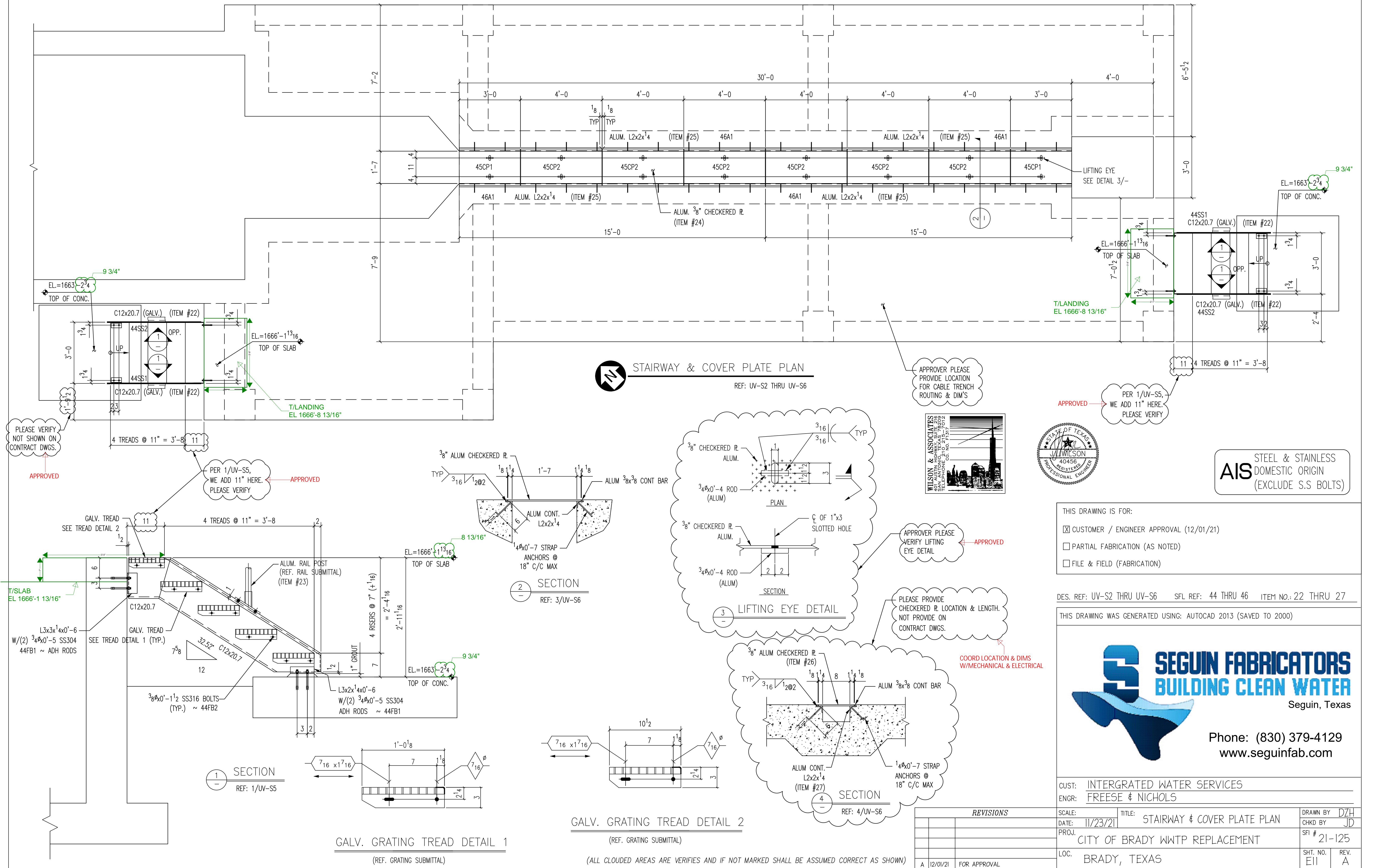


CITY OF BRADY, TEXAS  
 BRADY WWTP REPLACEMENT PROJECT BID PKG. 3  
 CIVIL

DETAILED GRADING PLAN DETAILS

C-3B

SEQ.



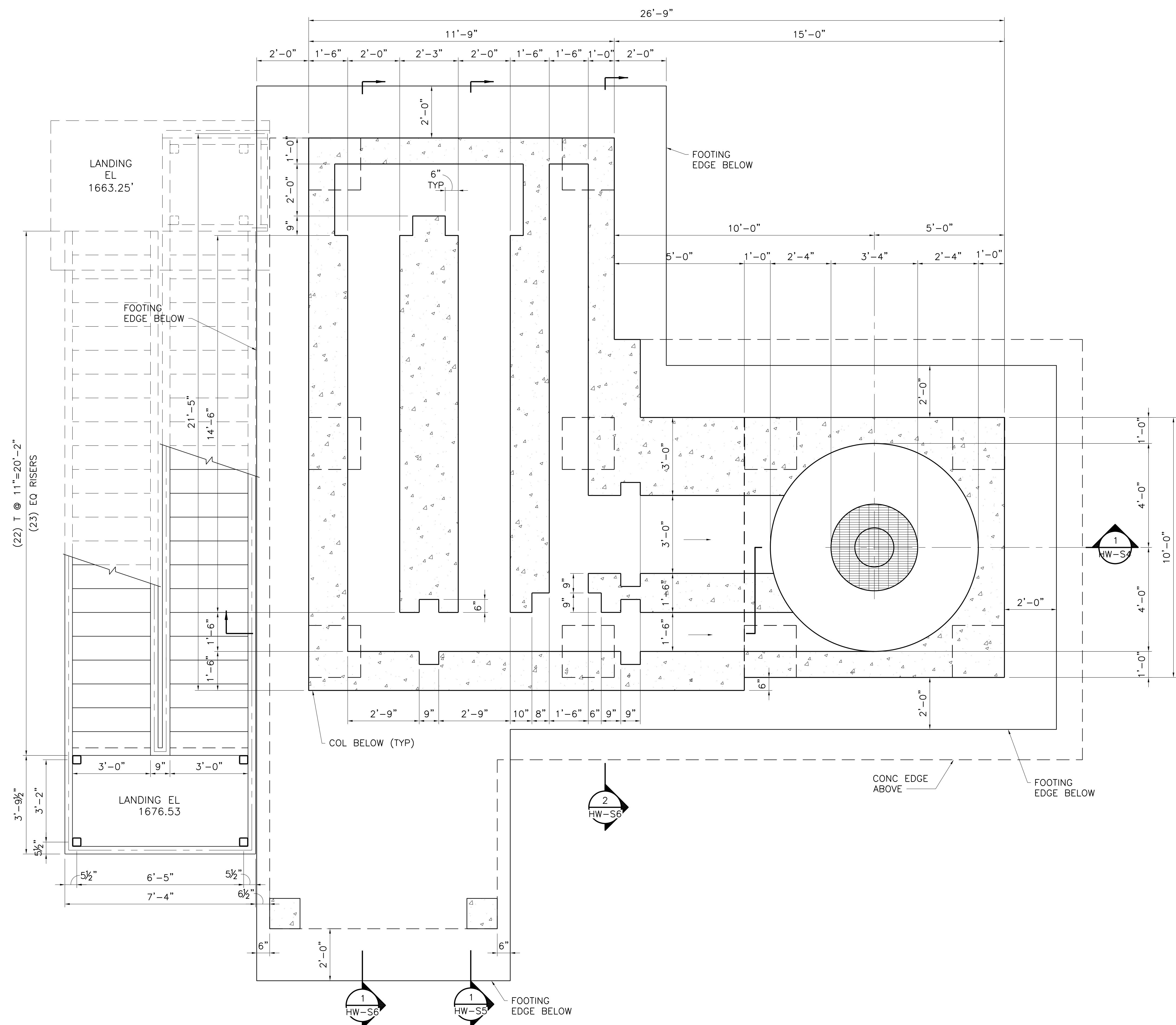


## Request For Information

<b>PROJECT</b>	City of Brady WWTP - BP 3	<b>PROJECT NUMBER</b>
<b>OWNER</b>	City of Brady	
<b>BUILDER</b>	Integrated Water Services	
<b>DESIGNER</b>	Freese and Nichols, Inc	
<b>CM</b>	Freese and Nichols, Inc	
<b>RFI No.</b>	RFI-008	<b>Builder Submittal No.</b> RFI 008
<b>Specification</b>		
<b>Drawing / Detail</b>	HW-S1	
<b>Builder Requests: Information for the items described below or in the attached material referenced below:</b>		
See attached		
<b>Builder's Proposed Solution:</b>		
See attached drawing		
<b>Attachment</b>	RFI-008-HeadworksFootingandPavementSlab-Noel Luna-Pending.pdf	
<b>Requested By</b>	Noel Luna	<b>Date</b> 02-01-2022
<b>Response: Information for the items described above or in the attached material referenced:</b>		
Refer to the attached revised Headworks structural drawings, HW-S1, HW-S2, HW-S5, and HW-S6.		
<b>Status</b>	Filed as Received	
<b>Action</b>	Final Distribution	
<b>Attachments</b>	RFI-008-HeadworksFootingandPavementSlab-Michael Robertson-Pending.pdf RFI-008-HeadworksFootingandPavementSlab-Noel Luna-Pending.pdf	
<b>Response By</b>	Patrick Garnett	<b>Date</b> 02-07-2022

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NO. ISSUE	BY	DATE	FOR JOB NO.
			BRD16454
		8/7/20	DATE
		MFR	DESIGNED
		JAW	DRAWN
RFI NO. 8	02/03/22	REVISED	FILE NAME
		AD	SI-HDW-PL-SECTL01.dwg

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

0 1' 2' 4'

1/2" = 1'-0"

HW-S2

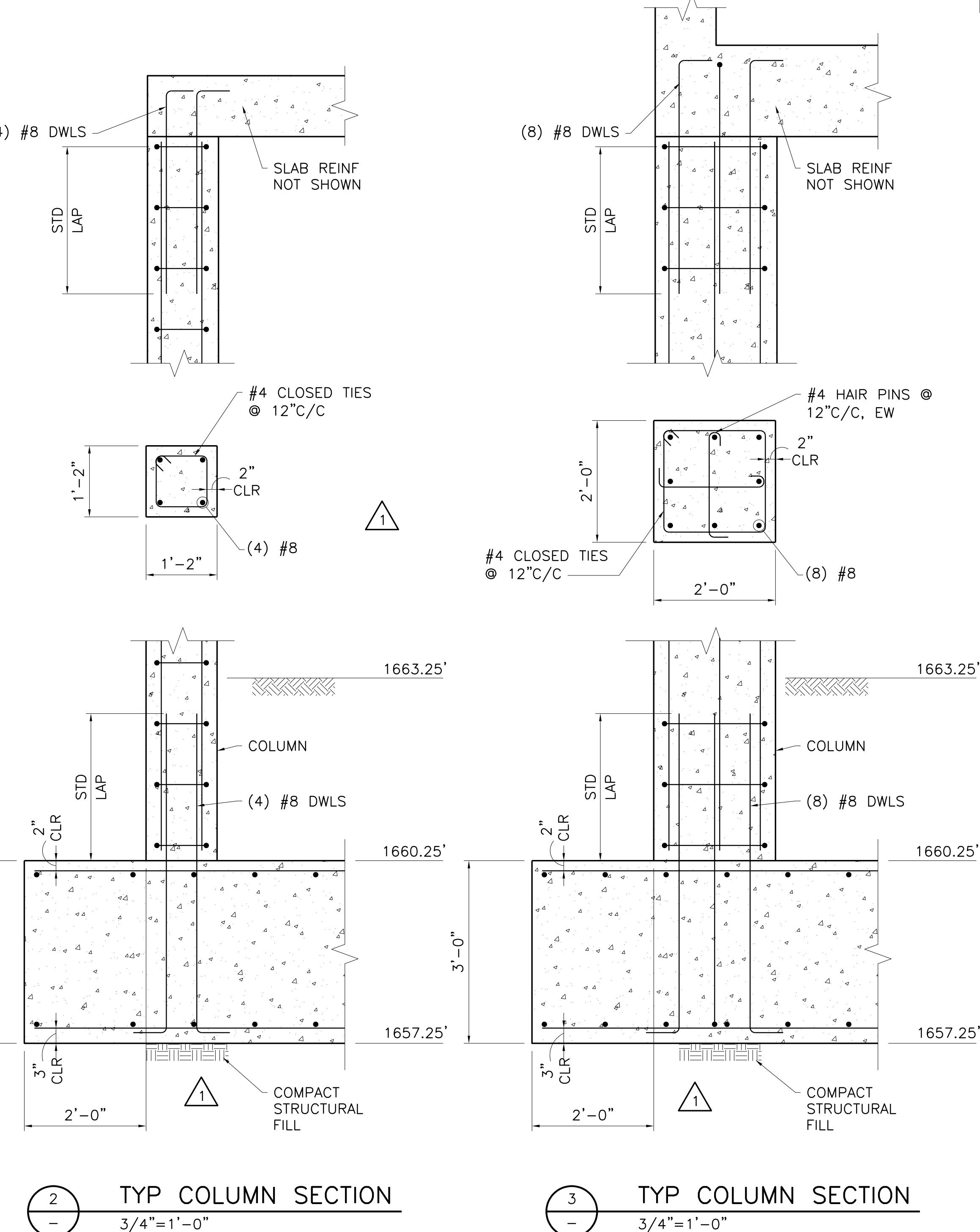
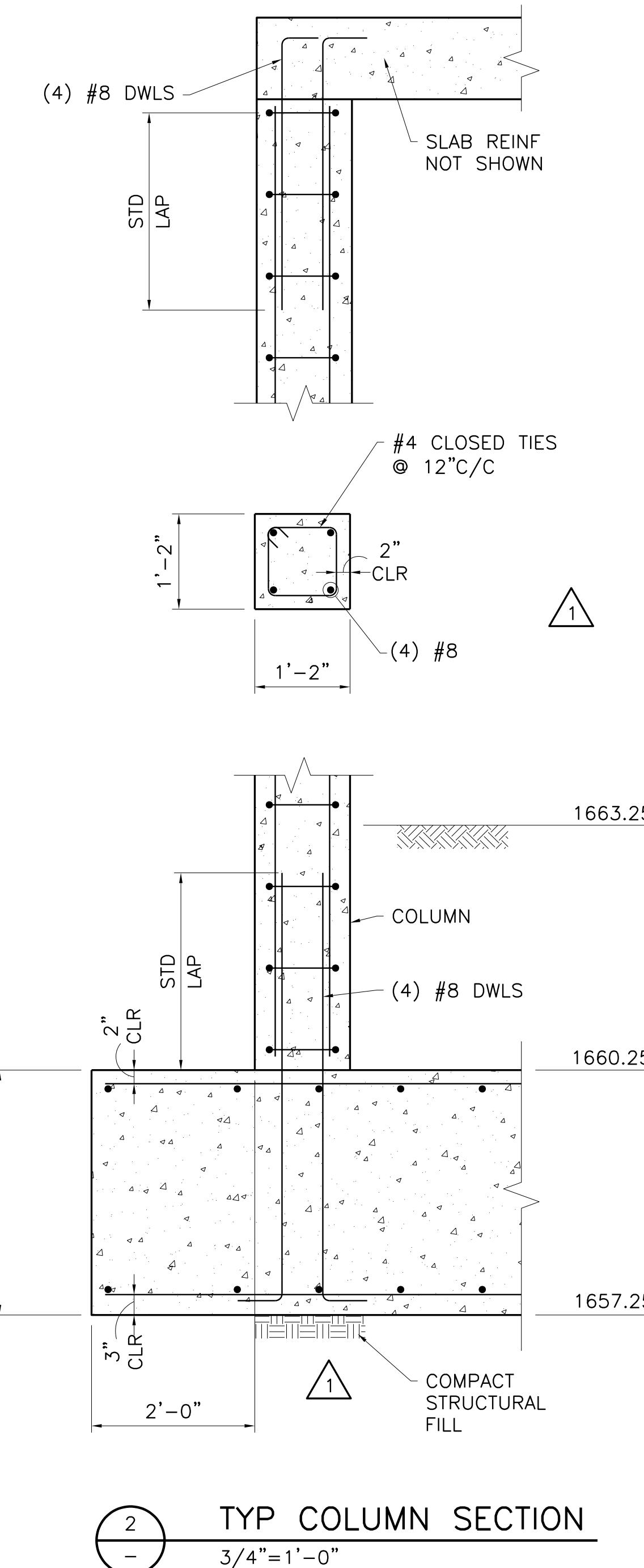
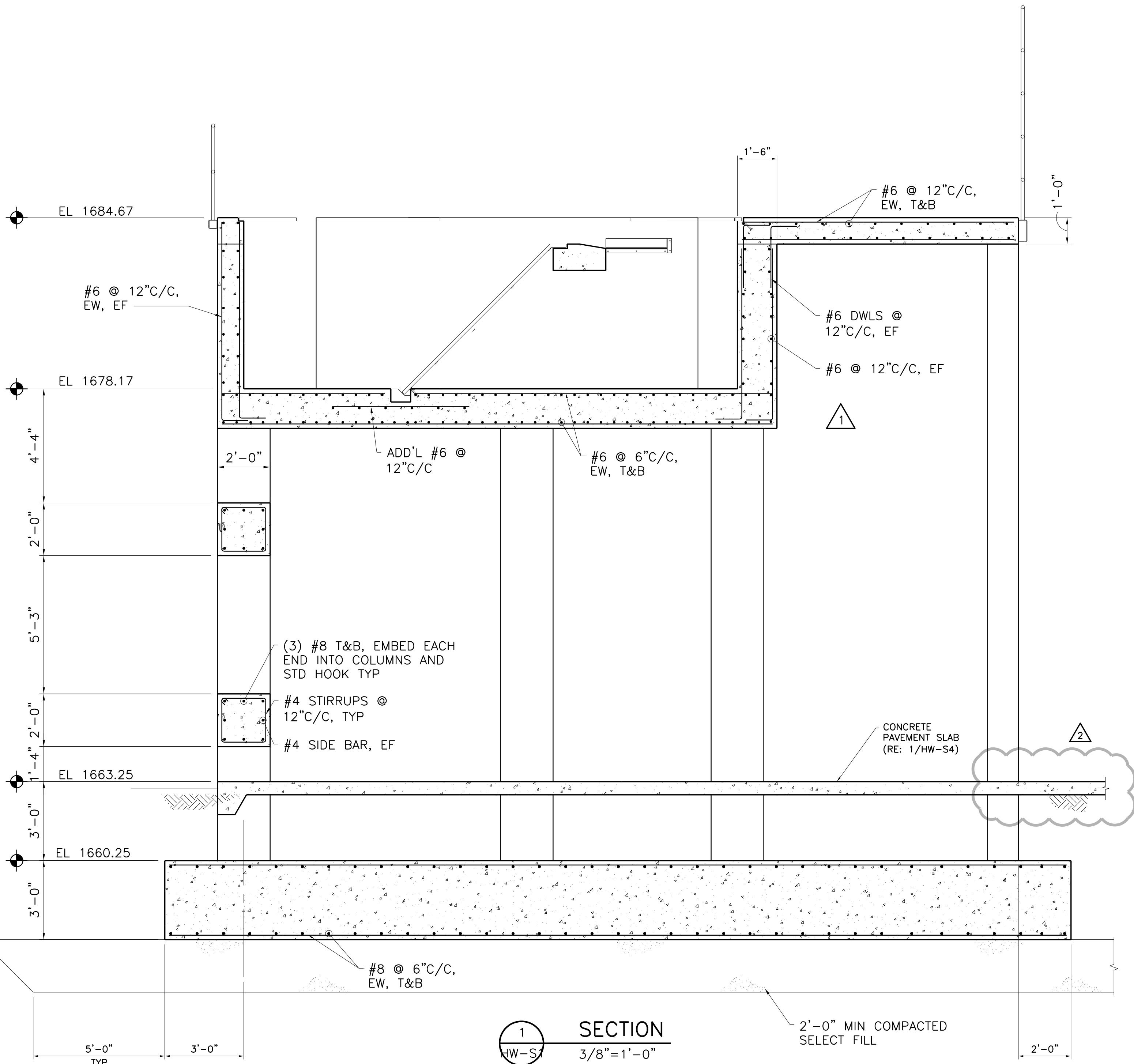
SEQ. 44 OF 194



**FREEZE & NICHOLS**  
10451 Marroco Circle, Suite 300  
Austin, Texas 78759  
Phone (512) 617-3100  
Fax (512) 617-3101

CITY OF BRADY, TEXAS  
STRUCTURAL  
HEADWORKS STRUCTURE  
SECTIONAL PLAN

**FREEZE & NICHOLS**  
10451 Marroco Circle, Suite 300  
Austin, Texas 78759  
Phone (512) 617-3100  
Fax (512) 617-3101



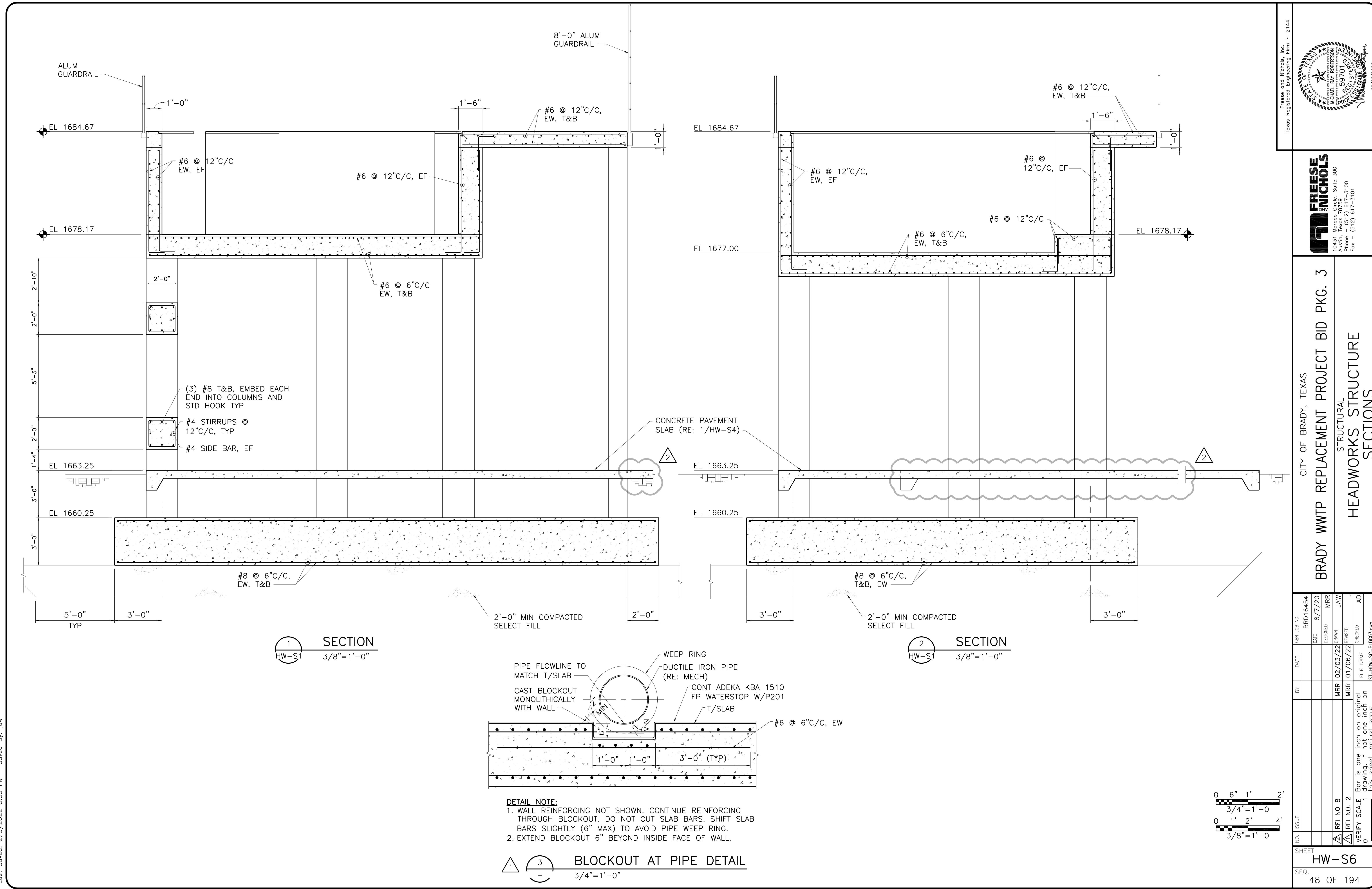
CITY OF BRADY, TEXAS  
 BRADY WWTP REPLACEMENT PROJECT BID PKG. 3  
 STRUCTURAL  
 HEADWORKS STRUCTURE  
 SECTION

Reese and Nichols, Inc. F-2144  
 Texas Registered Engineering Firm  
 02/03/2022



NO.	ISSUE	BY	DATE	FOR JOB NO.	DATE	DESIGNED	DRAWN	REVISED	FILE NAME
				BRD16454	8/7/20	MFR			

RFI NO. 8  
 ADDENDUM NO. 4  
 VERIFY SCALE: Bar is one inch on original drawing if not one inch on this sheet. Adjust scale if necessary.  
 HW-S5  
 SEQ. 47 OF 194

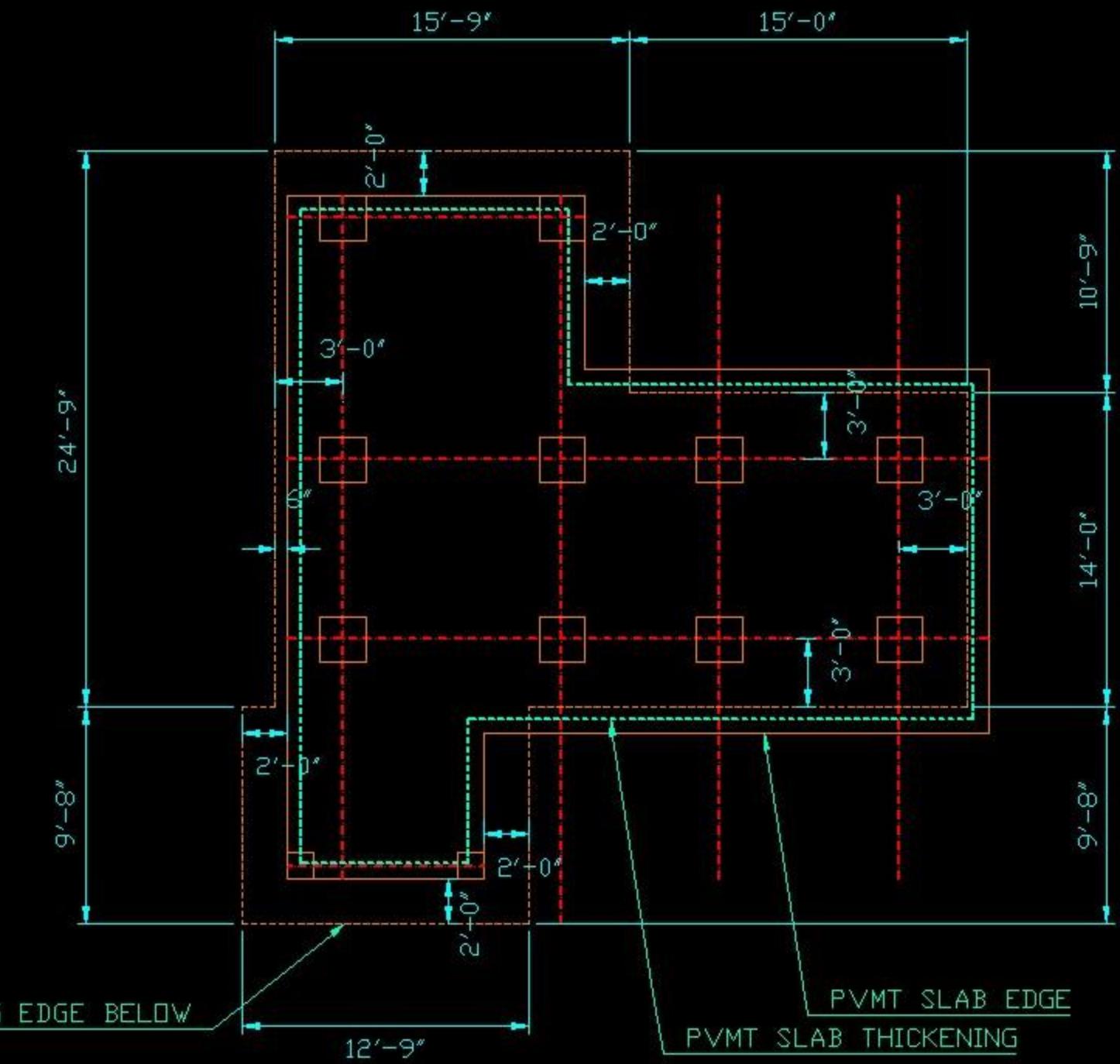


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## **REQUEST FOR INFORMATION**

Project Name:	City of Brady Waste Water Treatment Plant
To:	Coby Gee Freese and Nichols, Inc. 10431 Morado Circle, Bldg 5, Ste. 300 Austin, TX 78759
IWS Project Number:	501
Specification Section:	
RFI Description:	Headworks Footing and Pavement Slab
Schedule Impact:	None
Cost Impact:	None
Date:	January 31, 2022
By:	<i>Noel Luna</i>
<u>Request:</u>  Please clarify object lines and hidden lines for footing and pavement slabs at the headworks. Per HW-S1 footing slab lines vary from those shown on HW-S4, 5, 6. See attached proposed drawing for footing slab. Confirm Engineer's intent.	



SINCE SHEET HW-S1 DOES NOT MATCH WHAT  
SECTIONS ARE SAYING ARE REQUIRED CAN  
THIS LAYOUT BE VERIFIED FOR FOOTING BELOW  
PAVEMENT

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

<b>AGENDA DATE:</b>	7/05/2023	<b>AGENDA ITEM</b>	7.B.
<b>AGENDA SUBJECT:</b>	Discussion, consideration, and possible action authorizing the city manager to execute a construction phase services amendment with <b>Freese and Nichols, Inc. (FNI)</b> for time extension and associated fee concerning ongoing construction and startup of the proposed new WWTP.		
<b>PREPARED BY:</b>	S. Miller	<b>Date Submitted:</b>	06/27/2023
<b>EXHIBITS:</b>	Amendment to Existing Agreement Attachment A (FNI's Project Understanding & Timeline)		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	\$93,202.00	
	<b>Amount Budgeted:</b>	\$955,000.00	
	<b>Unassigned Loan Funds:</b>	\$735,218.00	
<b>CITY MANAGER APPROVAL:</b>			

<b>SUMMARY:</b>
<p><b>Freese and Nichols, Inc. (FNI)</b> has submitted a construction phase services amendment to the prime agreement in response to an overall construction schedule extension of 10-months, due in part to electrical equipment delays or as more fully explained in Attachment A. This delay is attributed to specialized variable frequency drives (VFD) that is critical to the startup and running of the new lift station wet well pumps. Since VFD consists of highly sophisticated computer chip components significant delays in acquiring this specialized product due to global chip shortage, apparently an outcome of the COVID pandemic. In short, substantial completion of the WWTP has been reestablished as February 2024 from the original April 2023 with final completion to June 2024. FNI's proposed fee increase/addition is <b>\$93,202.00</b>. Per TWDB programmatic processes this award by city council is necessary to confirm city's approval of this proposed amendment. TWDB staff undertakes final review for proper documentation of this agreement amendment. Sufficient funds are in place for this proposed amendment.</p>
<b>RECOMMENDED ACTION:</b>
<p><b>Mayor:</b> Do I have a motion to authorize the city manager to execute the proposed agreement amendment to <b>Freese and Nichols, Inc.</b> in the amount of <b>\$93,202.00</b>?</p>

**AMENDMENT to EXISTING AGREEMENT  
FOR  
CONSTRUCTION PHASE SERVICES EXTENSION - WWTP REPLACEMENT PROJECT**

STATE OF TEXAS §  
COUNTY OF McCULLOCH §  
CITY OF BRADY, TX §

This is an **Amendment** by and between the **City of Brady**, Texas, (CITY), a home rule municipal corporation located at 201 E. Main Street, Brady, Texas 76825, and **Freese and Nichols, Inc.** (FNI), a professional engineering firm located at 10431 Morado Circle, Ste. 300, Austin, TX 78759, from the original Agreement executed on February 19, 2015.

WHEREAS, CITY desires to obtain certain professional services; and

WHEREAS, FNI is in the business of providing such services,

NOW, THEREFORE, the CITY and FNI mutually agrees as follows:

## I. SCOPE OF SERVICES & OBLIGATIONS

FNI, HEREINAFTER referred to as ENGINEER and shall serve as an ENGINEER of the CITY. The description of services contained herein is intended to be general in nature. It is neither exhaustive, nor a limitation on ENGINEER's services so long as its services actually delivered are consistent with the provisions of this **Amendment**.

ENGINEER agrees to provide professional services to the CITY generally described as Construction Phase Services Extension – WWTP Replacement Project or as more fully described in and made a part of this **Amendment in Attachment A** the tasks AND costs of which are listed as follows:

## CONSTRUCTION PHASE SERVICES EXTENSION      \$ 93,202.00

An Authorization to Proceed shall be issued by the CITY prior to any work commencing or initiation of services by the ENGINEER.

ENGINEER shall procure and maintain at all times, and at its own expense, for the program or services covered by this **Amendment**, any and all necessary liability insurance with companies authorized to do business in the State of Texas. ENGINEER must deliver to CITY proof of insurance (**Attachment B** as attached) evidencing that coverage's are in full force and effect.

ENGINEER shall defend, indemnify and hold harmless the CITY, its officials and employees, against all suits or claims that may be based on any injury to persons or property that may occur, or may be alleged to occur, in the course of the performance of this **Amendment** by ENGINEER, its agents or employees, provided, that the damage, claims, loss, demand, or suit is caused in whole or in part by any negligent act or omission of ENGINEER, or any sub-consultant of ENGINEER, or anyone directly or indirectly employed by ENGINEER.

All professional services provided under this **Amendment** must be completed as described in each work order; the dates for performance can only be extended with a written consent letter signed by both CITY and ENGINEER.

ENGINEER shall provide services which reflect normal professional and industry standards, procedures and performances. ENGINEER shall exercise due diligence and proper care and perform services subject to this **Amendment** or Contract in a good and professional workmanlike manner. Approval or acceptance of work delivered or rendered by ENGINEER to CITY shall not constitute, or be deemed, a release of the responsibility and liability of the ENGINEER, its employees, agents, or associates from the exercise of skill and diligence, nor shall CITY's approval be deemed to be an assumption of responsibility by CITY or any defect or error by ENGINEER.

## II. COMPENSATION

CITY shall compensate ENGINEER for its services in the amount and manner as described by the individual work orders. Unless otherwise stated or agreed to in writing by both parties, ENGINEER shall invoice CITY at the end of each month for the services performed under the scope of services in each work order during that month.

Additional services shall be negotiated through contract amendment(s) that are authorized by the CITY.

ENGINEER shall invoice the CITY monthly and will reflect the percentage of the project completed at the date of the invoice. The CITY shall process payments of amounts due for Basic Engineering Services, Special Services, Additional Services and Reimbursable Expenses, if any, under this **Amendment** within 60-days after ENGINEER's presentation of payment invoice. ENGINEER understands payment administration is coordinated with the Texas Water Development Board and release of reimbursements to CITY is through OUTLAY EXPENDITURE REPORTS.

Reimbursable expenses shall mean the ENGINEER's cost of reproduction of reports, drawings and similar project related items. Reimbursable expenses are controlled or otherwise limited as shown in the Reimbursable Expense Addendum as attached and made a part of this **Amendment**.

## III. SPECIAL CONDITIONS

No officer, agent or employee of the CITY is employed by ENGINEER or has a financial interest direct or indirect in this **Amendment** or the compensation to be paid under this **Amendment**.

ENGINEER shall promptly correct any defective designs or specification furnished by ENGINEER at no cost to CITY. CITY's approval, acceptance, use of, or payment for all or any part of the Engineer's services hereunder shall in no way alter the Engineer's obligations or rights hereunder.

All documents, including but not limited to original drawings, estimates, specifications, field notes and data that are created for or an outcome of work generated or produced for the CITY shall become the property of CITY. This includes certain intellectual property, such as datasets/results generated from computer programs or software, documentation, specifications, inventions, improvements, discoveries and other copyrightable or patentable works ("Works") developed by ENGINEER, solely or with others, resulting from performance of services under this **Amendment** or Contract and which shall become the property of the CITY.

ENGINEER does hereby irrevocably grant and assign to CITY and its licensees all rights in and to the Works during the performance period of this **Amendment** or Contract and thereafter, including by not limited to the right to reproduce, distribute, prepare derivative Works, display and perform action on the Works.

ENGINEER understands that performing work for the CITY may involve access to and creation of confidential information or information involving the personal privacy and personal identity of customers or citizens, trade secret or other confidential information ("proprietary information") of the CITY and its affiliates or customers. ENGINEER agrees not to disclose or use any proprietary information without the prior written consent of the CITY.

This **Amendment** contains the entire **Amendment** of the Parties and there are no other promises or conditions in any other **Amendment** whether oral or written. This **Amendment** may be modified or amended if the addendum is made in writing and is executed by both parties.

This **Amendment** shall be governed by the laws of the State of Texas. Venue shall be in McCulloch County, Texas

#### IV. TERM

ENGINEER shall complete all Basic Services and Special Services on or before the timeline established in **Attachment A**.

Either party may terminate the **Amendment** or Contract at any time upon thirty (30) days written notice. Upon ENGINEER's receipt of such Notice by the CITY, ENGINEER shall cease work immediately.

If this **Amendment** is terminated by the CITY, the ENGINEER will be paid for services performed to the date of termination. If this **Amendment** is terminated by the ENGINEER, the ENGINEER will be paid for services performed on the completed portions of the project which are usable to the CITY.

If, through any cause, ENGINEER fails to fulfill its obligations under this **Amendment**, or if the ENGINEER violates any of the conditions or requirements of this **Amendment**, CITY has the right to terminate this **Amendment** or Contract by giving the ENGINEER five (5) days written notice the ENGINEER will be compensated for the services satisfactorily performed before the termination date.

CITY OF BRADY, TEXAS

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Erin Corbell, City Manager

---

Date

ATTEST:

---

Tina Keys, City Secretary

FREESE AND NICHOLS, INC.

---

Kendall King, P.E. - Vice President

---

Date

**FNI SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT**  
**BRADY WWTP REPLACEMENT PROJECT CONSTRUCTION PHASE SERVICES EXTENSION**

**PROJECT UNDERSTANDING**

The City of Brady (City) and Freese and Nichols (FNI) entered into a contract agreement in July 2019 for Construction Phase Services for the Brady WWTP Replacement Project. The contract included General Representation (engineering services during construction), Construction Management, Resident Project Representation (Inspection), and Construction Materials testing. The contract assumed a construction duration of 18 months under the assumption of a single construction package. After the initial bid was opened in November 2019, the bids were rejected due to budget constraints. FNI assisted the City in pursuing an additional Texas Water Development Board loan and completed value engineering of the project, including breaking the project into three bid packages. The project was re-bid as three bid packages in April 2021. Contracts were awarded for all bid packages in Summer 2021 with milestone dates as summarized in Table 1.

Construction Package	Notice to Proceed	Duration to Substantial Completion (Calendar Days)	Substantial Completion Date	Duration to Final Completion (Calendar Days)	Final Completion
Bid Package #1 (CID-02)	8/2/2021	150	12/28/2021	180	1/27/2022
Bid Package #2 (CID-03)	11/1/2021	270	7/29/2022	300	8/28/2022
Bid Package #3 (CID-04)	11/1/2021	540	4/25/2023	660	8/23/2023
<b>Total Project Duration</b>	<b>8/2/2021</b>	<b>631 (21 mo.)</b>	<b>4/25/2023</b>	<b>751 (25 mo.)</b>	<b>8/23/2023</b>

FNI agreed to provide Construction Phase Services for the extended project duration of 25 total months under the existing contract. Since the start of the project construction phase, the City executed two Change Orders for Bid Package #3 which extended the duration of construction by an additional 293 calendar days revising the completion dates and overall duration as summarized in Table 2.

Contract Modification	Extension (Days)	Revised Substantial Completion	Revised Final Completion
Change Order #1	60	-	-
Change Order #2	233	-	-
Total	293	2/12/2024	6/11/2024
<b>Revised Total Project Duration</b>		<b>924 Days (≈31 Months)</b>	<b>1,044 Days (≈35 Months)</b>

Basic Services included in this amendment extend FNI's construction phase services for an additional 10 months to cover effort from August 2023 to June 2024. FNI has determined that the budget for Resident Project Representation Services (Inspection) from the July 2019 contract can be conserved to cover the extended project schedule by reducing monthly work hours based on the Contractor's work schedule. Work hours for the inspector will be reduced to 2 days/week on average. The services included in this amendment include the recurring monthly activities of FNI's Construction Manager and Engineering Staff described below and do not include scope items already included in the July 2019 contract.

1. Project Management/Invoicing/TWDB Outlays
2. Attending Monthly Site Construction Progress Meetings and Site Visits
3. Managing and Maintaining Project Documentation System (FNI Manager)

## ARTICLE I

**BASIC SERVICES:** FNI shall render the following professional services in connection with the development of the Project:

A. CONSTRUCTION PHASE SERVICES EXTENSION (10 Months):

1. Perform general administrative duties associated with FNI's services including progress monitoring and monthly progress reporting, office administration and invoicing for the scope items identified below. These duties include preparing TWDB Outlays, maintaining routine contact with the CITY and CM to help meet the needs of the CITY in a timely manner and executing the work in accordance with the work plan, budget, and schedule.
2. Establish and maintain a project documentation system (FNiManager) consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation.
3. Make up to ten (10) monthly visits to the construction site in conjunction with the monthly construction progress meetings to attend the monthly construction progress meeting and observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the CITY against defects and deficiencies in the work of Contractors and will report any observed deficiencies to CM. Visits to the site in excess of the specified number are an additional service.
4. Make up to five (5) additional visits to the site, non-concurrent with the monthly site visits and construction progress meetings, to provide additional technical support to the CITY and CM as may be required for the project.

## ARTICLE II

**SPECIAL SERVICES:** FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

1. None.

## ARTICLE III

**ADDITIONAL SERVICES:** Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services.

## ARTICLE IV

**TIME OF COMPLETION:** FNI is authorized to commence work on the Project beginning in September 2023 and extending for 10 months through June 2024.

City of Brady WWTP Replacement Project Construction Phase Services Amendment 6/21/2023 Detailed Cost Breakdown		Project Fee Summary				
		Basic Services		\$ 93,202		
		Special Services		\$ -		
		Total Project		\$ 93,202		

Phase	Task	Activity	Basic or Special	Tasks		Labor					Total Hours
						Coby Gee	Justas Rutkauskas	Michael Robertson	Michael Schuster	Patrick Garnett	
				Project Manager	Project Engineer	Structural Engineer	E/I&C Engineer	Construction Mgr			
			Basic	<b>Basic Services</b>							
			Basic	1. Project Management (10 months)	20	10	2	2	2	36	
			Basic	a. TWDB Outlays and Coordination	8	24					32
			Basic								
			Basic	2. Maintain FNiManager and Coordinate Submittals	4	16	2		120	142	
			Basic								
			Basic	3. Monthly Progress Meetings and Site Visits (10)	45	24	8	8	70	155	
			Basic								
			Basic	4. Additional Site Visits (5)	24	16	8	8	40	96	
				Total Hours / Quantity	101	90	20	18	232	461	

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

<b>AGENDA DATE:</b>	07/05/2023	<b>AGENDA ITEM</b>	7.C.
<b>AGENDA SUBJECT:</b>		Discussion, consideration, and possible action awarding installation of high voltage air switches at city's South Substation to <b>Techline Construction, LLC</b> and authorizing city manager to enter into agreement for same at <b>\$58,000.00</b> .	
<b>PREPARED BY:</b>	S. Miller / J. Solis	<b>DATE SUBMITTED</b>	06/27/2023
<b>EXHIBITS:</b>	Price Proposal Plan Sheet ABS Installation		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	<b>\$58,000.00</b>	
	<b>Amount Budgeted:</b>	\$58,000.00	
	<b>Appropriation Required:</b>	\$0.00	
<b>CITY MANAGER APPROVAL:</b>			
<b>SUMMARY:</b> <p>FY2023 Electric Distribution Division originated a capital improvement project assigned to Capital Outlay – Vehicles &amp; Equipment or account no. 20-5-22-402.00. This project is for worker safety inside the substation environment allowing deenergizing the high voltage side of the substation via air switches. City's Electric Superintendent has expressed concerns over the years of this hazard and this capital improvement project is highly important. <b>Techline Construction, LLC</b> is a pre-approved electrical contractor service provider made possible through LCRA's Long Term Service Agreement with City of Brady.</p>			
<b>RECOMMENDED ACTION:</b> <p>Mayor: Do I have a motion to award to <b>Techline Construction, LLC</b> of Austin, Texas, the South Substation Air Switches improvement project in the amount of <b>\$58,000.00</b>.</p>			

# Price Proposal Form

## **South Substation Air Switch Improvements**

The undersigned Proposer agrees to complete and fulfill the job as described or outlined in the contract plans & specifications and comply fully with the contract conditions and requirements described herein whether wholly or made a part of this Price Proposal document for the amount(s) delineated below in the price schedule as follows:

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be Complete-In-Place, written in figures)	U.M.	TOTAL PRICE
1	1	<b>South Substation Air Switch Improvements –</b> Provide all labor and equipment to, in-general, remove and replace existing power poles, cross-arms, and overhead conductors; and including install and erect new power poles, air switches, and overhead conductors including all ancillary devices and materials to energize power lines and air switches per plans & specifications, Complete-In-Place at >>>	L.S.	\$ 55,100.00
2	1	Mobilization and Insurance, not to exceed 5-percent of Lump Sum Price in Item No. 1, as specified at >>>	L.S.	\$ 2,900.00
TOTAL PROPOSAL PRICE SUMMATION (Item No. 1 + Item No. 2)			L.S.	\$ 58,000.00

3	n/a	Contractor to state number of calendar days to complete job in totality >>>	Days	Days: <u>20</u>
---	-----	---	------	-----------------

Price Proposal to remain valid for 60 calendar days. Upon Notice-of-Award the Contractor agrees to complete all Price Proposal requirements and to submit insurance certificate and bonding documents within ten (10) calendar days of notice of receipt.

Herewith submitted by:

Don Lawyer  
Contractor Name (printed)

Don Lawyer President  
Contractor Authorized Signature & Title

Techline Construction LLC  
Contractor Business Name

9609 Beck Circle  
Austin Texas 78758

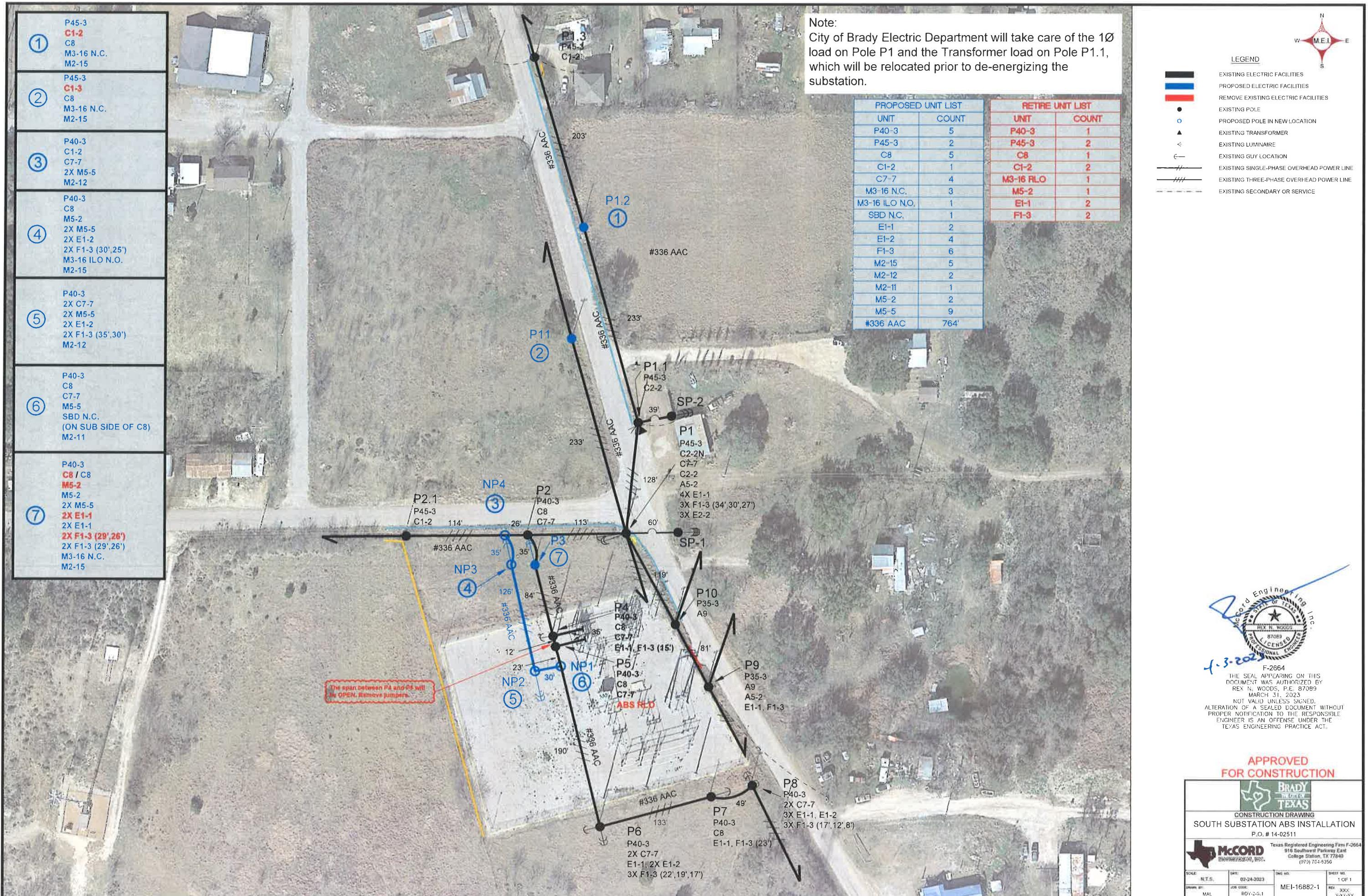
Contractor Business Address (must include a street site address)

6-27-2023

Date

903 603 6260

Contractor Contact Telephone Number



# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	7/5/2023	<b>AGENDA ITEM</b>	7.D.
<b>AGENDA SUBJECT:</b>	Discussion, consideration and possible action approving Resolution 2023-011, authorizing the creation of an employee benefits trust.		
<b>PREPARED BY:</b>	E. Corbell	<b>Date Submitted:</b>	06/29/2023
<b>EXHIBITS:</b>	Resolution 2023-011		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	\$00.00	
	<b>Amount Budgeted:</b>	\$00.00	
	<b>Appropriation Required:</b>	\$00.00	
<b>CITY MANAGER APPROVAL:</b>			

**SUMMARY:**

The city's insurance broker has recommended that the city establish an employee benefits trust. The establishment of the trust will allow the city to recognize a cost savings on employee health insurance by making the city exempt from paying a 1.75% insurance premium tax, as allowed under the Texas Insurance Code.

**RECOMMENDED ACTION:**

Move to approve Resolution 023-011 creating an employee benefit trust.

RESOLUTION NO. 2023-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS, AUTHORIZING CREATION OF AN EMPLOYEE BENEFITS TRUST; DESIGNATING ALL MEMBERS OF THE CITY COUNCIL TO BE TRUSTEES OF SAID TRUST; AND AUTHORIZING THE TRUST TO PURCHASE VARIOUS FORMS OF INSURANCE FOR THE BENEFIT OF CITY OFFICERS, EMPLOYEES, QUALIFIED RETIREES, AND THEIR DEPENDENTS.

\* \* \* \*

WHEREAS, the City of Brady, Texas (the “City”) provides or offers various employee benefits to its employees, including health, dental, and life insurance, and disability benefits; and

WHEREAS, state law imposes a tax upon the receipt of gross premiums and revenues associated with such benefits; and

WHEREAS, state law also authorizes the exemption of such premiums and revenues from state law, provided that the City establishes and maintains the funds under the ownership and control of a single, nonprofit trust; and

WHEREAS, the City Council of the City finds it to be in the public interest to authorize the creation of an Employee Benefits Trust for the reasons provided above; now, therefore,

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

Section 1. The City Council hereby authorizes creation of an Employee Benefits Trust, designating all members of the City Council to be Trustees of said Trust, and authorizing the Trust to purchase various forms of insurance for the benefit of City officers, employees, qualified retirees, and their dependents, all of which is pursuant to the Declaration of Trust attached as Exhibit “A.”

PASSED, APPROVED, AND RESOLVED this \_\_\_\_ day of \_\_\_\_\_, 2023.

---

Aaron Garcia, Mayor

ATTEST:

---

Tina Keys, City Secretary

**EXHIBIT “A”**  
**DECLARATION OF TRUST**

**I.**

**CREATION OF TRUST**

The City of Brady (“City”), as Settlor or creator of the trust, designates the members of the City of Brady City Council to be Trustees and declares that the City holds in trust the funds described in Schedule A attached hereto and incorporated herein by reference, which is the property of the Town, and all substitutions and additions to such funds, for the purpose of providing or offering, whether now or possibly in the future, life, disability, sick, accident, and other health benefits to the Town’s officers, employees, and qualified retirees and their dependents.

**II.**

**PURPOSE**

This is a nonprofit trust created for the purpose of providing or offering, whether now or possibly in the future, City officers, employees, and qualified retirees and their dependents with life, disability, sickness, accident, and other health benefits either directly or through the purchase of insurance and to perform operations in furtherance thereof. The Trust is intended to qualify as a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code (the “Code”).

**III.**

**DURATION**

The Trust shall continue until terminated by operation of law or by majority vote of the Trustees.

**IV.**

**TRUSTEES: COMPOSITION, OFFICERS, COMPENSATION, AND MEETINGS**

A. Composition. The Trustees are the members of the City Council, and each Trustee’s term is contemporaneous with his or her term of office as a Member of the City Council. Whenever a Trustee ceases to be a member of the City Council, the person succeeding him or her in office will automatically be appointed to serve as a successor Trustee of the Trust.

B. Officers. The Mayor shall serve as Chairman and shall preside at meetings of the Trustees and shall have all such other powers as are conferred herein or by majority vote of the Trustees at a duly called meeting at which a quorum is present. The Mayor Pro Tem shall serve as Vice Chairman and shall preside at meetings of the Trustees whenever the Chairman is absent. The Secretary shall rotate, coinciding with the City’s Fiscal Year, between the Council members

based upon their designated places, skipping the Mayor Pro Tem and beginning with the Councilmember for Place 1. The Secretary will oversee the preparation of meeting agendas, giving notice of meetings to the Trustees, and the minutes of the meetings of the Trustees.

C. Compensation. The Trustees shall be reimbursed for all reasonable and necessary expenses incurred by them in the performance of their duties and will otherwise receive no compensation for their service as Trustees.

D. Meetings. A meeting of the Trustees may be called by the Chairman or on written request to the Chairman by two or more Trustees. Trustees shall have at least three days written notice of any meeting. For purposes of this section, electronic mail notice is written notice.

## V.

### **RIGHTS, POWERS, AND DUTIES OF TRUSTEES; QUORUM AND VOTING**

A. Rights, Powers, and Duties. In addition to all other powers and duties conferred on them by this Trust document and imposed or authorized by law, the Trustees shall have the following powers and duties, but only to the extent permissible for a single purpose non-profit trust under Section 222.002(c)(5) of the Texas Insurance Code:

1. The Trustees shall carry out all of the duties necessary for the proper operation and administration of the Trust on behalf of the covered persons and shall have all the powers necessary and desirable for the effective administration of the affairs of the Trust.

2. The Trustees have the general power to make and enter into all contracts, leases, and agreements necessary or convenient to carry out any of the powers granted by this Trust document or by law or to effectuate the purpose of the Trust. All such contracts, leases, and agreements or any other legal documents herein authorized shall be approved by the Trustees by majority vote at a duly called meeting at which a quorum is present and signed by the Chairman on behalf of the Trust. The Trustees may also designate another Trustee to sign such documents.

3. The Trustees shall use the Trust's funds to accomplish the purpose of the Trust, as described in Section II herein, and to operate and administer the Trust solely in the interest of the covered City officers, employees, and qualified retirees and dependents thereof and for the exclusive purpose of providing or offering benefits to such persons and defraying the reasonable expenses of administration of the Trust. To this end, the Trustees may purchase life, disability, or accident and health insurance to provide or offer coverage for participating City officers, employees, and qualified retirees and their dependents. The Trustees may also adopt a health benefits plan that covers eligible City officers, employees, and qualified retirees, and their dependents.

4. The Trustees may accept contributions to the Trust funds from any source including contributions from covered persons receiving benefits from the Trust.

5. The Trustees shall be authorized to contract with any qualified organization to perform any of the functions necessary for providing or offering life, disability, sick, accident,

and other health benefits, including but not limited to excess loss insurance, stop loss insurance, claims administration, administrative services, and any other services that the Trustees shall deem expedient for the proper operation of the Trust. When required by law or desired by the Trustees, the Trustees shall seek sealed competitive bids or sealed competitive proposals with respect to contracts required to carry out the operations of the Trust and to affect the purpose of the Trust.

6. The Trustees shall arrange for the investing of the funds of the Trust so as to keep the same invested according to law and at the best interest rates obtainable for the benefit of the covered persons. The Trustees may hire money managers and shall adopt an investment policy for its own use and that of its agents in making investments. The Trustees shall select a depository for the Trust's funds and provide for the proper security of any and all investments. The Trustees shall designate signatories for the Trust's depository accounts.

7. The Trustees may purchase insurance for the Trustees and any other fiduciaries appointed by the Trustees and for the Trust itself to cover liability or losses occurring by reason of the act or omission of any one or more of the Trustees or any other fiduciary appointed by them. Any insurance purchased by the Trustees must give the insurer recourse against the Trustees or other fiduciaries concerned for breach of any fiduciary obligation or fiduciary duty owed to the Trust.

8. The Trustees shall arrange for proper accounting and reporting procedures for the Trust's funds and shall also provide for an annual audit of the Trust's financial affairs by a certified public accountant.

9. The Trustees may retain legal counsel to represent the Trust and the Trustees in all legal proceedings as well as to advise the Trust and the Trustees on all matters pertaining to the operation and administration of the Trust.

10. The Trustees have the authority to terminate the Trust at any time.

11. Upon termination of the Trust, the Trustees shall provide for the payment of Trust obligations, debts, losses, and other liabilities and shall provide for the disposition of the remaining Trust funds in accordance with Section IX herein.

B. Quorum and Voting. A majority of the Trustees shall constitute a quorum for the transaction of business at any meeting of the Trustees and the vote of a majority of the Trustees present shall be required for approval of any action at such meeting. The vote of such majority of the Trustees at such meeting shall constitute action of the Trustees as a group.

## **VI.**

### **BENEFICIARIES**

The beneficiaries of the Trust are the City officers, employees, and qualified retirees and their dependents who are covered by a life, disability, sick, accident, or other health benefits plan purchased or adopted by the Trust (also called “covered persons” herein). Beneficiaries may make contributions to the Trust for use by the Trustees in fulfilling the purposes of the Trust. No beneficiary shall have any claim against the funds or any other property of the Trust. The rights and interests of the beneficiaries are limited to the insurance or health benefits specified in any policy purchased or plan adopted by the Trustees.

## **VII.**

### **TRUST FUNDS**

The Trust funds consist of the funds described in Schedule A hereto as provided by the Settlor to institute this Trust, future contributions by the Settlor, beneficiary contributions, investment income, and any other money or property which shall come into the hands of the Trustees in connection with the administration of the Trust. The funds of the Trust shall not inure to the benefit of, or be distributed to, any private person, except for the payment of necessary costs and benefits described below. The Trustees may use the Trust’s funds as follows:

1. to pay premiums on group health, accident and life policies or contracts;
2. to make authorized investments and paying fund management fees from the proceeds of the investment.

## **VIII.**

### **LIABILITY OF TRUSTEES AND OFFICERS**

The Trustees shall use ordinary care and reasonable diligence in the exercise of their powers and the performance of their duties hereunder; and they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care; nor for loss incurred through investment of the Trust funds or failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. No Trustee shall be required to give a bond or other security to guarantee the faithful performance of his or her duties hereunder. To the fullest extent permitted by law: (a) the City shall indemnify each Trustee who was, is, or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding (“Proceeding”), any appeal therein, or any inquiry or investigation preliminary thereto, by reason of the fact that the Trustee is or was a Trustee; (b) the City shall pay or reimburse a Trustee for expenses incurred (i) in advance of the final disposition of a

Proceeding to which such Trustee was, is or is threatened to be made a party, and (ii) in connection with such Trustee's appearance as a witness or other participation in any Proceeding.

## **IX.**

### **AMENDMENT, REVOCATION AND TERMINATION**

This Declaration of Trust and the Trust created herein shall terminate when and if required by operation of law. The Trustees shall have the power to amend, modify, terminate or revoke, in whole or in part, this Declaration of Trust and the Trust created herein by majority vote at a duly called meeting at which a quorum is present. Notwithstanding the foregoing, the Trustees shall have no power to amend Section II of this Declaration of Trust. Beneficiaries of the Trust shall have no right to amend this Declaration of Trust, and their approval shall not be a condition or requirement for an authorized amendment by the Trustees. Upon termination of the Trust, the Trustees shall pay all obligations, debts, losses, and other liabilities of the Trust. Thereafter, the Trustees shall first use the remaining trust funds to pay covered claims of persons covered under the Town's health benefits plan that may be in effect at the time of termination of the Trust and then, either apply any remaining balance of the funds to provide the benefits described herein or transfer such funds to a successor whose income is excluded under Section 115(1) of the Code. Notwithstanding the foregoing, the Trustees, upon termination of the Trust and payment of all Trust obligations may, by vote of a majority of the Trustees, transfer the remaining funds or any portion thereof to the trustees of any trust or trusts established by the City for a substantially similar purpose to be applied for uses substantially similar to those set forth in Section II herein.

**X.**

**GOVERNING LAW**

This Declaration of Trust and the Trust created herein shall be construed and governed by the laws of the State of Texas in force from time to time.

**XI.**

**MISCELLANEOUS**

Whenever the context so admits and such treatment is necessary to interpret this Declaration of Trust in accordance with its apparent intent, the use herein of the singular shall include the plural, and vice versa, and the use of the feminine, masculine, or neuter gender shall be deemed to include the other genders.

The captions or headings above the various Sections of this Declaration of Trust have been included only to facilitate the location of the subjects covered by each Section but shall not be used in construing this Declaration Trust.

If any clause or provision of this Declaration of Trust proves to be or is adjudged invalid or void for any reason, such invalid or void clause, provision, or portion shall not affect the whole, but the balance of the provisions hereof shall remain operative and shall be carried into effect insofar as is legally possible.

*[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS.]*

IN WITNESS HEREOF, the undersigned parties have executed this Declaration of Trust, consisting of ten (10) pages and Schedule A attached hereto, on the dates of their respective acknowledgments below. By joining in the execution of this Declaration of Trust, the Trustees acknowledge receipt of the property described in Schedule A, signify acceptance of the Trust created hereunder, and covenant that the Trust will be executed with all due fidelity. This Trust is effective as of the last date of signature below.

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Aaron Garcia, Mayor, Settlor

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Date

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Missi Elliston, Trustee

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Date

---

Larry Land, Trustee

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Date

---

Jeffrey Sutton, Trustee

---

Date

---

Gabriel Moreno, Trustee

---

Date

---

Felix Gomez, Jr., Trustee

---

Date

## ACKNOWLEDGMENTS

THE STATE OF TEXAS §  
COUNTY OF MCCULLOCH §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_  
2023, by Aaron Garcia, Mayor of the City of Brady on behalf of the City.

## Notary Public in and For the State of Texas

(SEAL)

THE STATE OF TEXAS §  
COUNTY OF MCCULLOCH §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_  
2023, by \_\_\_\_\_.

Notary Public in and For the State of Texas

(SEAL)

THE STATE OF TEXAS §  
§  
§  
COUNTY OF MCCULLOCH §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_  
2023, by \_\_\_\_\_.

---

## Notary Public In and For the State of Texas

(SEAL)

THE STATE OF TEXAS §  
§  
§  
COUNTY OF MCCULLOCH §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_  
2023, by \_\_\_\_\_.

## Notary Public In and For the State of Texas

(SEAL)

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_  
2023, by \_\_\_\_\_.

Notary Public In and For the State of Texas

(SEAL)

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_  
2023, by \_\_\_\_\_.

Notary Public In and For the State of Texas

(SEAL)

## **SCHEDULE A**

The following is a list of the assets initially transferred by the City of Brady, Texas, to the Trust:

City of Brady's first month (**October 2023**) contributions for Employee and Dependents Medical/Pharmacy Benefits, Dental Benefits, Life Insurance Benefits, and Long-Term Disability Benefits.

City of Brady's Employee and Dependents first month (**October 2023**) of Plan Year's payroll deductions or contributions for Medical/Pharmacy Benefits, Dental Benefits, Life Insurance Benefits, and Long-Term Disability Insurance Benefits.

# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	7/5/2023	<b>AGENDA ITEM</b>	7.E.
<b>AGENDA SUBJECT:</b>	Discussion, consideration and possible action regarding sale of Dodge Heights lots.		
<b>PREPARED BY:</b>	E. Corbell	<b>Date Submitted:</b>	06/16/2023
<b>EXHIBITS:</b>			
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	\$00.00	
	<b>Amount Budgeted:</b>	\$00.00	
	<b>Appropriation Required:</b>	\$00.00	
<b>CITY MANAGER APPROVAL:</b>			

<b>SUMMARY:</b> Dodge Heights lease holders have received their notices of appraised values. As staff moves forward with the sale of the lots, we are requesting council guidance on the allocation of closing costs. Staff has also received several requests for the ability to pay out the purchase price over time, as was made available for the Davee lot sales.
---

<b>RECOMMENDED ACTION:</b> Direct staff as desired
---

# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	7/5/2023	<b>AGENDA ITEM</b>	7.F.
<b>AGENDA SUBJECT:</b>	Discussion, consideration and possible action regarding a request from Joe Sanchez to reduce a city lien on his property at 1210 S. Elm.		
<b>PREPARED BY:</b>	E. Corbell	<b>Date Submitted:</b>	06/16/2023
<b>EXHIBITS:</b>	Request Letter Lien documentation		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	\$00.00	
	<b>Amount Budgeted:</b>	\$00.00	
	<b>Appropriation Required:</b>	\$00.00	
<b>CITY MANAGER APPROVAL:</b>			

#### **SUMMARY:**

Joe Sanchez has requested city council consider reducing the city's lien on his property at 1210 S. Elm Street. Mr. Sanchez has stated that he's agreed to sell the property to the new owners of a neighboring property.

The property was subject to demolition order 2016-09 for Dilapidated Structures, approved and signed on August 15, 2017. Work was completed in January 2018, totaling \$8,090. A lien was filed in February 2018, for that amount, plus 10% interest per annum on any unpaid amounts on the lien. To date, no payments have been made to satisfy the lien, leaving a balance of \$12,135.00.

The property may not receive utility service, building permits, or a certificate of occupancy until the lien is satisfied.

#### **RECOMMENDED ACTION:**

Staff does not recommend reducing the primary amount of the lien.

JUNE 29, 2023

FROM: JOE D. SANCHEZ  
700 S. ELM ST.  
BRADY TX.

TO: TINA KEYS  
BRADY CITY HALL  
BRADY TX.

SUBJECT: ABATEMENT LIEN  
1210 S. ELM ST.  
BRADY TX.

I DO HEREBY ASK TO BE PLACED ON  
THE BRADY CITY COUNCIL AGENDA FOR THE  
1<sup>st</sup> COUNCIL MEETING OF July 2023,  
THE PROPOSED AGENDA ITEM WILL BE  
TO ASK THE BRADY CITY COUNCIL TO  
REDUCE THE ABATEMENT LIEN FOR  
THE PROPERTY AT 1210 S. ELM ST.  
BRADY TEXAS.

JOE D. SANCHEZ HAS AGREED TO  
SELL THE PROPERTY TO THE NEW OWNERS  
OF 1204 S. ELM STREET, THE PROPERTY  
WILL BE USED AS AN EXTENSION TO  
1204 S. ELM WHICH WILL ENHANCE  
THE VALUE OF BOTH PROPERTIES.

SINCERELY,  
JOE D. SANCHEZ

STATE OF TEXAS  
COUNTY OF MCCULLOCH

**NOTICE OF STATUTORY LIEN FILED UNDER CHAPTER 214 OF THE LOCAL GOVERNMENT  
CODE LIEN FOR ABATEMENT OF A DANGEROUS STRUCTURE ON PRIVATE PROPERTY**

WHEREAS, the City of Brady is a home rule municipality created in accordance with the statutes and Constitution of the State of Texas; and

WHEREAS, the City of Brady has adopted Section 3.217 of the Brady Code of Ordinances providing for the abatement of dangerous structures and has followed all required procedures and given all notices required by law in seeking to abate a nuisance by causing the securing, removal, repair, or demolition of a substandard or dangerous structure(s) on private property; and

WHEREAS, a copy of the Order of Abatement is attached as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the owner or owners of the private property described herein have failed to perform the required work after proper notice, hearing, and time for compliance; and

WHEREAS, the City of Brady did secure, repair, remove, or demolish the substandard or dangerous structure(s) within the City of Brady, McCulloch County, Texas on the property described as follows:

Address of Property: 1210 S. Elm St, Brady, Texas

Lot: 4-5 Tract:

AT 3:29 FILED  
o'clock *f*  
VOL 454 NO 207

Block: 1 Abst: 1

48955 FEB 08 2018

Addition: DOTY STONE Survey:

County of Marin

Work Done: Demolition Date: 01/12/2018

48955 FEB 08 2018

Amount of expenses Incurred by the City: \$8,090.00 (assessment)

Amount paid by owner: \$0.00.

Owner: JOE D & LILLIE A SANCHEZ

Address of Owner: 700 S. Elm St. Brady Texas

WHEREAS, the owner has failed to pay the charges levied and assessed the property described.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

The City of Brady, for the purpose of perfecting its privileged lien against the above described property, and in compliance with the requirements of law, gives notice to all that the above described work was done by, or at the direction of, the City of Brady, and the costs described are due and owing to the City of Brady, together with interest thereon from the date the work was performed at a rate of ten percent (10%) per annum. In addition, no utility service, building permit, or certificate of occupancy shall be allowed on said property until this assessment is paid. Said assessment survives the foreclosure or dismissal of this lien.

Said assessment with interest, costs of collection, and reasonable attorneys' fees, if incurred, is declared to be a first and paramount lien upon said property (except as to tax liens, existing special assessment liens, and previously recorded bona fide mortgage liens attached to said property, and a personal liability of the owner or owners of the property payable to the City of Brady, and its successors or assigns, as set forth above.

The proceedings with reference to performing such demolition or repair have been regularly had in compliance with the law, and the terms of this Notice of Lien and all prerequisites to the fixing of the assessment lien against the property and the personal liability of the owner or owners have been performed.

The property may be sold for the purpose of realizing any amount then due hereon with interest and reasonable attorneys' fees and costs of collection, if incurred, said sale to be made in the manner provided by law for the sale of property for the collection of taxes.

Executed this 1st day of February 2018.

By: Anthony W. Groves

Name: Anthony W Groves

Title: Mayor

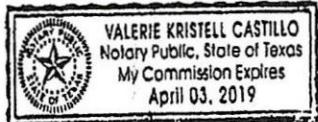
Attest:

STATE OF TEXAS

THE JOURNAL OF CLIMATE VOL. 16, NO. 10, OCTOBER 2003

COUNTY OF MCCOLLOCH

Acknowledged, sworn to and Subscribed before me by Anthony Groves  
On this the 2 day of February 2018.



Notary Public  
State of Texas

DEMOLITION ORDER 2016-09

AN ORDER OF THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS TO THE OWNERS OF THE PROPERTY LOCATED AT 1210 SOUTH ELM STREET, IN THE DOTY STONE SUBDIVISION, BLOCK 1, LOTS 4-5, BRADY, MCCULLOCH COUNTY, TEXAS WITH REGARD TO THE DEMOLITION OF DILAPIDATED STRUCTURES IN ACCORDANCE WITH THE MUNICIPAL CODE OF ORDINANCES.

WHEREAS, on August 4, 2017, the City provided the owner of the property located at 1210 South Elm Street, Brady, Texas with notice, via *Certified Mail*, of a hearing to be held on August 15, 2017; and

WHEREAS, on August 15, 2017, the City Council conducted a public hearing concerning the structure located at 1210 South Elm Street, Brady, Texas to determine whether to order the demolition or repair of the structure under Section 3.212 of the City of Brady Municipal Code of Ordinances (Dangerous Premises); and

WHEREAS, the City Council finds that all proper notices have been sent as required by City Ordinances; and

WHEREAS, based upon the evidence presented, the City Council finds that the Property is in violation of the ordinances regarding substandard structures under Section 3.207 of the City of Brady Municipal Code of Ordinances (Dangerous Premises); and

WHEREAS, the property owners, Joe D. and Lillie A. Sanchez, did/did not (mark one) appear at the hearing; and

WHEREAS, the City Council finds that the structure is unoccupied; and

WHEREAS, the City Council finds based on the evidence presented at the hearing that the structure contains nuisance conditions that constitute a hazard to the health, safety and welfare of the citizens and are likely to endanger persons and property; and

WHEREAS, the City Council takes notice of and incorporates all evidence presented, including photographs and the issuance of notices, for its consideration of this matter and incorporates the same into the body of this Order for all purposes; and

WHEREAS, based upon the evidence presented, the City Council finds that the Property is in violation of the Dangerous Premises Ordinance; and

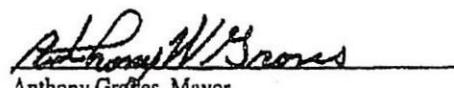
WHEREAS, the City Council finds that the structure is dilapidated, substandard and/or unfit for human habitation, constitutes a hazard to the health, safety and welfare of the citizens and likely to endanger persons and property.

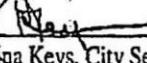
NOW THEREFORE, IT IS HEREBY ORDERED BY THE CITY COUNCIL OF THE CITY OF BRADY THAT:

- (1) The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes and findings of fact.
- (2) The structure located at 1210 South Elm Street, Brady, Texas satisfies one or more of the substandard and dangerous conditions set forth in Section 3.204 of the City of Brady Municipal Code of Ordinances (Dangerous Premises). Specifically, Subsections (2), (5), (7), (10), (11) of Section 3.207 of the Municipal Code of Ordinances have been violated. Therefore, the City is authorized to demolish the building under Section 3.210 of the Municipal Code of Ordinances.
- (3) The owner is hereby ordered to demolish the structure located at 1210 South Elm Street, Brady, Texas by no later than ninety (90) days from the date of this Order, which is November 13, 2017; and
- (4) This property will be brought back to the City Council at its next regular meeting after November 13, 2017 for review and to ensure compliance with this Order. Failure to adhere to the mandates in this Order within the specified time may result in the City taking requisite actions to remove any dangerous or substandard structure or conditions, including demolition of the structure and establishment of a City lien on the property.

It is specifically determined that the recitals in this order are incorporated by reference as findings of fact and that the meeting that the City Council passed this order was open to the public, and that the public notice of the time, place, and purpose of the meeting was given as required by the Texas Open Meetings Act.

ORDERED THIS 15<sup>th</sup> DAY OF August 2017.

  
Anthony Groves, Mayor

ATTEST:   
Tina Keys, City Secretary

7/12/18  
THE CITY OF  
BRADY

BULK TRASH PICK-UP

INVOICE

Address: 1810 S 6th

Date: 1/12/18

Account holder name: \_\_\_\_\_  
(must be listed on utility account)

Phone Number: \_\_\_\_\_

BULK TRASH

\$75 SMALL LOAD x \_\_\_\_\_ Loads (6 yards or less) \*billed on City utility bill

\$4,050.00 \$90 LARGE LOAD x 45 Loads (greater than 6 yards) \*billed on City utility bill

DEMOLITION, DEBRIS, GENERAL CONSTRUCTION  
(excludes concrete, tires & appliances)

\$2,040.00 \$95 PER HOUR X 24 HOURS (est)  
\*first 4 hours paid up front (\$340), over 4 hours billed on City utility bill

\$2,000.00 EXCAVATOR

TOTAL \$8,090.00

48955

THE STATE OF TEXAS  
COUNTY OF McCULLOCH

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of McCulloch County, Texas, in the Volume and Page as noted hereon by me.



Tina A. Smith  
County Clerk, McCulloch County, Texas  
By \_\_\_\_\_ Deputy \_\_\_\_\_  
RECORDED: FEB 13 2018

OFFICIAL PUBLIC RECORDS, Volume 454, Page 207

# City Council

## City of Brady, Texas

### Agenda Action Form

AGENDA DATE:	08/15/2017	AGENDA ITEM	6.A1.
AGENDA SUBJECT:	Discussion, consideration and possible action regarding <b>Demolition Order 2016-09</b> in accordance with the Code of Ordinances Section 3.207 to authorize the demolition of the dilapidated structures at 1210 South Elm in the Doty Stone Subdivision, Block 1, Lots 4-5, Brady, Texas.		
PREPARED BY:	Jessica Sutton	Date Submitted:	08/10/2017
EXHIBITS:	<b>Demolition Order 2016-09</b> Photograph of property		
BUDGETARY IMPACT:	<b>Required Expenditure:</b> <b>Amount Budgeted:</b> <b>Appropriation Required:</b>	\$6090.00 \$20803.00 \$00.00	
CITY MANAGER APPROVAL:			

#### **SUMMARY:**

The structure at this address has been determined to be a dangerous premises per Subsection(s) (2) the building or structure was constructed or maintained in violation of any provision of the city's building code, or any other applicable ordinance or law of the city, county, state, or federal government; (5) the nonsupporting coverings of walls, ceilings, roofs, or floors are fifty (50) percent or more damaged or deteriorated; (7) the structure of any part thereof has been damaged by fire, water, earthquake, wind, vandalism, or other cause to such an extent that it has become dangerous to the public, health, safety and welfare; (10) the structure, because of its condition, is unsafe, unsanitary, or dangerous to the health, safety or general welfare of the city's citizens including all conditions conducive to the harboring of rats or mice or other disease carrying animals or insects reasonably calculated to spread disease; and (11) the structure is unsafe, unsanitary or dangerous to the health, safety and general welfare of the city's citizens due to failure to comply with any provision in Chapter 13 of the city code ("Utilities").

Owners: Joe D. and Lillie A. Sanchez  
 Last Known Address: 700 S. Elm, Brady, Texas 76825  
 Property Taxes: Delinquent (\$88.19)  
 Amount of Tax Lien: \$6090.00

#### Action taken:

**July 15, 2015** – The structure was inspected and determined to a dangerous building/nuisance by former Code Enforcement Officer, Carey McBride. He noted the “property is in a state of total disrepair and would be improbable to secure correctly. Most windows are broken, roof is collapsed...”

**Week of July 3, 2017** – A Notice of Public Hearing was sent to and published in the newspaper, posted on the property, and mailed via *Certified Mail* to the property owner at the address on file with the McCulloch County Appraisal District (MCAD). (Rescheduled.)

**August 4, 2017** – A second Notice of Public Hearing was sent to be published in the newspaper, posted on the property, and mailed via *Certified Mail* to the property owner at the address on file with the McCulloch County Appraisal District (MCAD).

#### **RECOMMENDED ACTION:**

It is recommended that City Council issue **Demolition Order 2016-09** for 1210 South Elm Street.