

BRADY
THE CITY OF
TEXAS

Aaron Garcia
Mayor

Larry Land
Council Member Place 1

Missi Elliston
Mayor Pro Tem
Council Member Place 2

Jeffrey Sutton
Council Member Place 3

Felix Gomez, Jr.
Council Member Place 4

Gabe Moreno
Council Member Place 5

Erin Corbell
City Manager

Tina Keys
City Secretary

Sharon Hicks
City Attorney

MISSION

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

CITY OF BRADY COUNCIL AGENDA

REGULAR CITY COUNCIL MEETING

JULY 18, 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 18, 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 Meeting on July 5, 2023

5. PRESENTATIONS

- Contract Operator Services – Groundwater Treatment Plant
- Third Quarter Financial Report – FY 2023
- McCulloch Soil & Water Conservation District

6. PUBLIC HEARING:

None

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 on awarding a contract proposal to Enprotec/Hibbs & Todd, Inc. (e-HT) for providing licensed water plant operator services at the groundwater treatment plant facility for a four (4) month period at a monthly rate of \$20,000.00.
- B. Discussion, consideration, and possible action approving the purchase of 1,000T Limestone Rock Asphalt, Type 1, Grade D (cold mix) material from Vulcan Construction Materials, LLC, San Antonio, TX in the amount of \$111,580.00.
- C. Discussion, consideration and possible action approving contract with Brady/McCulloch County Chamber of Commerce for Economic Development Services.
- D. Discussion, consideration and possible action regarding the **first reading of Ordinance 1362** of the City of Brady, Texas, amending the FY23 budget for the Brady Economic Development Corporation.
- E. Discussion, consideration and possible action regarding sale of Dodge Heights lots.

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:**

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

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

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

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

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The City Council of the City of Brady, Texas met in a Regular Meeting on Tuesday July 5, 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, Electric Superintendent Joe Solis, City Attorney Sharon Hicks, Police Chief Randy Batten, and City Secretary Tina Keys. Also in attendance were David Ortiz, Coby Gee, Tony Groves, Charles Bush, James Griffin, Helen Motz, James Stewart, Michele Folse, Lisa Folse, Linda Deans, Dal Pace, Phyllis Sewell, Ingrid McDonald, Sabrina Edwards, Willa Row, Tammy Watters, Patty Pringle, Linda Medrano, Rhonda Wright, Jan Gardner, and Will Enger.

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

Jan Garner addressed council on Pickleball and said it is the fastest growing sport in the country. It can be enjoyed by young, old and families. Their group is a wide range of ages. They've been painting lines on the tennis court at the middle school. They are concerned about what will happen when school starts. They are asking to possibly resurface the tennis courts at Richards Park. The addition to pickleball would be another asset to the city.

Helen Motz said she has been to Brownwood several times to play pickleball. She would like to be able to play here. Ingrid McDonald said it's a lot of fun and a really good sport. It will bring in revenue to the City.

Linda Deans & Rhonda Wright – will wait for the discussion item.

4. CONSENT AGENDA

- A. Approval of Minutes for Regular and Work Session Meetings on June 20, 2023.

Council Member Elliston said on item D, she wanted to clarify the reason they opted to offer the additional funds to BYSF is there were no pending requests for the remainder of the HOT funds and it's the end of the fiscal year, so the funds would go unused.

Also, under number 9 announcements – Council Member Elliston said the Senior Center served more onsite customers than the previous year.

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

5. PRESENTATIONS:

There were no presentations

6. PUBLIC HEARINGS AND INDIVIDUAL CONCERNS ON PUBLIC HEARING

There were no public hearings.

7. INDIVIDUAL CONCERNS

- A. Discussion, consideration and possible action 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. Steven Miller presented and introduced Coby Gee. Council Member Elliston asked if there was

a contingency built in. Miller said the savings is the \$735,218. This job is very complicated. Miller said we had 3 bid packages and also had to approach the TWDB for additional funding. Miller said this money would come from the contingency. Mayor Garcia asked if there is a contingency for missed items. Miller said we did not pay for contingency. These are hard bid jobs. These are unassigned funds, that's where we would access money for the change order. Council Member Elliston asked what would happen to unused funds at the end of the project. Miller said TWDB wants us to use the funds so we would have to look for additional improvements at the plant, or we could look at improvements in the city for wastewater purposes. Coby Gee said there is an contingency item on the loan. Miller said we've used those for change orders. Miller said the plans are not 100% perfect, Freese & Nichols has a history of maintaining change orders to this low percentage. Miller said he doesn't foresee anything else coming up. Council Member Elliston moved to approve change order no. 3 in the amount of \$111,661.00 to Integrated Water Services Inc. Seconded by Council Member Land. All Council Members voted "aye" and none "nay". Motion passed with a 5 – 0 vote.

- 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. Steven Miller presented and said we experienced the same issue with the water project. It has to do with the unavailability of computer chips. Coby Gee said originally, they estimated 18 months then split out to 3 bid packages and it ended up closer to 21 months. Now we're adding an additional 10 months. They're asking for monthly administrative funds for those additional 10 month, not trying to double charge for anything. They also have a full-time inspector and are not asking for additional funds for that. The inspector will be out there on average 2 days per week. Miller said this is a critical stage with the engineering services. Council Member Elliston asked if the funds will come out of the remaining \$735,218. Miller said yes. Council Member Elliston asked what happens in 10 months if we don't have that chip. Miller said he believes we will get it in. Miller said they are huge manufacturing companies that we're dealing with. They will come in on time. He feels certain of that. Council Member Sutton moved to authorize the city manager to execute the proposed agreement amendment to Freese and Nichols, Inc, in the amount of \$93,202.00. Seconded by Council Member Elliston. All Council Members voted "aye" and none "nay". Motion passed with a 5 – 0 vote.
- 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. Steven Miller presented and asked Joe Solis to explain the situation. Joe said there is no way to cut off the power when they have to work on the south substation. Installing air switches will allow them to cut power to this substation and move it over to North substation. They would be able to safely do the work they need to do. Council Member Elliston asked where we will get the funds. Miller said we approved it as a capital improvement project. Council Member Sutton asked how long the substation will be down for installation. Joe said maybe a day or day and a half. Council Member Elliston asked when it will be done. Miller said once approved, they will sign our contract and set up a pre-construction conference to determine the best time. Council Member asked about doing it in the fall. Joe said that would be nice. Council Member Moreno asked if the North substation already has the air switches. Joe said yes. Council Member Elliston moved to award to Techline Construction, LLC of Austin, Texas, the South Substation Air Switches improvement project in the amount of \$58,000.00. Seconded by Council Member Moreno. All Council Members voted "aye" and none "nay". Motion passed with a 5 – 0 vote.
- D. Discussion, consideration and possible action approving Resolution 2023-011 authorizing the creation of an employee benefit trust. Erin Corbell presented and said the City insurance broker suggested this item. Erin said it's a commonly adopted practice. Council Member Moreno asked what that savings amount would be

based on last year's figures. Erin said she would have to figure it. Council Member Moreno asked if the broker was present at the meeting. Erin said no, we can table if we need to. Council Member Sutton asked if this will be discussed in Budget. Erin Corbell said the figure she came up with based on last year's figures is \$20,255 that it would have saved us. Council Member Moreno said each council member would be responsible for those funds if anything were to happen. Attorney Hicks said all council members should be bonded. Council Member Elliston moved to table. 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 lots. Erin Corbell presented. Erin said each lease holder should have received a letter asking them to let us know if they are interested in purchasing their lot. Rhonda Wrights thanked Council for the opportunity to purchase their lots. Ms. Wright said the packet was vague. They know the situation with the Davee addition, and they knew there were payment options available. They want to know how to go about purchasing for some who maybe cannot pay within the 90 days. Also, some of them are on long term leases and still have several years remaining. Linda Deans asked about the other lots that don't have a lease, if they would be able to purchase those lots. Erin said if they will be up for a sealed bid. Sabrina Edwards asked about the road between their property and the lake. They've had issues with people on that road. She is assuming their property would only go to the road. There is more property between the road and the lake. They've kept it up all these years. Ms. Edwards asked if the City is going to keep up with all of that. Ms. Edwards asked how far back does their lot go. Erin said there is a preliminary survey that has not been fully completed. Council Member Elliston asked if there will be a compete survey. Erin said generally the buyer will pay for a survey at closing. Council Member Elliston asked if that road were not there, would those people still be there? Ms. Edwards said no. They would like that road blocked off. She would be happy to take anybody who wants to look at it. Rhonda Wright said they brought it up at a previous meeting. She kept saying there wasn't a name for that road, but the map on the screen showed it's Melvin St. also, like it loops around. They've cleared it to be able to get down to the lake. Erin said we can address the situation with the road.

Council took a brief recess at 7:12 p.m. and resumed at 7:19 p.m.

Erin said she needs council to let her know if the council will allow payments. She said it was allowed in Davee. Council Member Elliston said the citizens have not been treated very graciously and we need to work with them and give them those options. We should offer those options for those properties that are currently leased and allow them a payment plan. Erin said to make it easier on staff, if could set at a monthly payment to get them paid out, that would help. Council Member Sutton said we're a city, not a bank, and said we should set a time for everyone to pay and if they haven't paid, they can go to a bank. Mayor Garcia said he would suggest offering an opportunity to purchase, or maybe give them a 5 year term. Sabrina Edwards asked how much the closing costs would be. Mayor Garcia said for those with current leases, we could offer them 5 years to pay, and split the closing costs 50/50 between buyer and seller. Any sealed bid has to be paid in full and closing costs paid by buyer. Erin said when they let us know they intend to purchase, we will have a contract. We would go by the original survey. Sharon Hicksk asked if we are going to add any interest. Erin said no. Sabrina Edwards asked if somebody moves out an old mobile home, could they bring in another one. Erin said no, it's zoned single family residential. Council Member Elliston asked if they could petition the zoning to get it changed. Mayor Garcia clarified, the one mobile homes that are currently there are grandfathered. They wouldn't have to be moved. To put in a new one, there is a process to through with Planning & Zoning to change the zoning. Council Member Elliston said she thinks they should be able to put a new mobile home. It would improve the property. Council Member Elliston said they would have to own the property to request a zoning change. A citizen asked what if a mobile home

burns down? Council Member Elliston said they could petition to have the zoning changed or could build a single family.

Council Member Elliston moved to table the item. Seconded by Council Member Moreno. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.

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. Erin Corbell presented and said Sanchez requested to be put on this agenda, but he is not in attendance. Erin asked if Council wanted to discuss the item or wait until Sanchez was present. Council Member Elliston said we have had other requests from other property owners whose properties we have cleaned and filed a lien against the property. We have historically declined their requests. Erin said she could not support releasing the original amount of the lien based on the other Sanchez properties that we’re having to clean. Council Member Land said there is work being done on the neighboring lot. Erin said with interest, the amount due the City is \$12,135. Council Member Elliston moved to deny the request. Seconded by Council Member Land. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.

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 pm.

9. ANNOUNCEMENTS

There were no announcements.

10. EXECUTIVE SESSION

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

- Pursuant to Section 551.071 (Consultation with Attorney), the City Council will consult with the City Attorney about pending or contemplated litigation or on a matter in which the duty of the attorney to the City under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act: EMS agreement with McCulloch County

Regular Session was closed at 7:45 p.m. Executive Session was opened at 7:54 p.m. and closed at 8:36 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 clarify to the county that:

1. If the county pays the \$17,000 remaining balance, that payment forgives all past payment issues, specifically the non-payments that occurred during fiscal years 2019 and 2020.
2. For service year beginning October 1, 2023, offer a proposed 1 year interlocal agreement:
 - a. A percentage payment of 18% for EMS services in the amount of \$243,438.19:
 - i) 25% payable on or before November 15, 2023
 - ii) remaining 75% balance paid on or before March 1, 2024.

The motion was seconded by Council Member Gomez. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.

12. ADJOURNMENT

There being no further business, Mayor Garcia adjourned the meeting at 8:42 p.m.

Aaron Garcia, Mayor

Attest: _____
Tina Keys, City Secretary

Contract Groundwater Treatment Plant Operation Services



City of Brady



Enprotec | Hibbs & Todd

Groundwater Treatment Plant

- No licensed operator for GWTP on City Staff
- History - Recruitment and retention has been an issue - three (3) licensed operators in three (3) years
- Retention failure appears to be related to town's rural setting
- This is, unfortunately, a very common issue

Texas Commission on Environmental Quality (TCEQ) Rules & Requirements

- Per TAC 290.46(e)(4)(c) the Brady PWS is required to have two Class C GW operators, each individual onsite (at the public water system's production, treatment, or distribution facilities) not less than 16 hours per month a total of 32 hours per month.
- This is the minimum requirement.

Enprotec / Hibbs & Todd, Inc.

- Services to provide a licensed operator (eHT has 8 licensed operators – several very close to Brady)
- Services to achieve and maintain compliance with TCEQ
- Services to coordinate startup and operation of GWTP

Enprotec / Hibbs & Todd, Inc.

- Contract Operations is adaptable and flexible
- eHT will assist in training the City's operator trainee

Questions & Comments

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

AGENDA DATE:	7-18-2023	AGENDA ITEM	5.
AGENDA SUBJECT: Third Quarter Financial Report – FY 23			
PREPARED BY: Lisa McElrath		Date Submitted: 7-12-23	
EXHIBITS:		Financial Report as of June 30, 2023 Fund Balance and Cash Reconcilement Reconciled Cash and Utility Billing Summary Sales Tax Chart by Fiscal Year Utility Customer Service Reports BVFD expenditure report	
BUDGETARY IMPACT:		Required Expenditure:	\$00.00
		Amount Budgeted:	\$00.00
		Appropriation Required:	\$00.00
CITY MANAGER APPROVAL:			

SUMMARY: Financial Reports for third quarter-end (75%) of FY 23 have been emailed to you for review and placed on the website for public view. City Sales Tax collections (excluding collections dedicated to the Brady EDC) through June 30, 2023 total \$880,861.80 and are at 98% of budget projections. Total Sales Tax Collections (including collections dedicated to Brady EDC) through the month of June are \$27,876, or 3% more than the same time last year. Current Property tax collections total \$889,279 and are at 99% of budget projections. Revenues and Expenditures for the city's operational funds: General, Electric, Water/Sewer, Gas, Solid Waste and Utility Support are tracking in line with budget goals. The DW and CW projects are both fully under way, utilizing fund reserves as budgeted.
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RECOMMENDED ACTION: This item is for presentation and discussion purposes only.

CITY OF BRADY
MONTHLY FINANCIAL REPORT
AS OF: JUNE 30TH, 2023

75.00% OF FISCAL YEAR

	CURRENT BUDGET	YEAR TO DATE ACTUAL	% TO DATE	YEAR TO DATE PRIOR YEAR
BEGINNING FUND BALANCE &				
NET WORKING CAPITAL	34,178,081.67	34,178,081.67		47,688,441.32
REVENUES				
10 -GENERAL FUND	9,528,860.00	8,084,590.51	84.84	6,108,494.46
11 -GEN CONSTRUCTION FUND	1,175,300.00	0.00	0.00	0.00
20 -ELECTRIC FUND	7,895,400.00	5,836,663.45	73.92	5,361,210.89
30 -WATER / SEWER FUND	4,963,103.00	3,435,031.54	69.21	3,096,791.20
33 -WATER CONSTRUCTION FU	330,000.00	184,437.37	55.89	7,957.10
35 -WWTP CONSTRUCTION FUN	331,000.00	210,669.84	63.65	27,175.89
40 -GAS FUND	1,180,200.00	1,048,613.68	88.85	1,188,599.21
50 -UTILITY SUPPORT FUND	687,300.00	519,826.66	75.63	471,399.88
60 -SOLID WASTE FUND	1,420,000.00	1,131,924.05	79.71	1,211,278.81
61 -STREET SANITATION FUN	74,000.00	55,520.72	75.03	55,687.26
80 -SPECIAL REVENUE FUND	605,360.00	1,090,894.35	180.21	395,281.15
81 -CEMETERY FUND	44,600.00	51,228.91	114.86	48,101.87
82 -HOTEL/MOTEL FUND	210,000.00	131,958.61	62.84	139,583.63
83 -SPECIAL PURPOSE FUND	<u>1,600.00</u>	<u>6,716.23</u>	<u>419.76</u>	<u>11,463.77</u>
TOTAL REVENUES	28,446,723.00	21,788,075.92	76.59	18,123,025.12
EXPENDITURES				
10 -GENERAL FUND	10,535,396.00	5,849,164.08	55.52	5,686,087.48
11 -GEN CONSTRUCTION FUND	216,189.00	44,514.85	20.59	53,225.00
20 -ELECTRIC FUND	8,584,478.00	5,820,570.27	67.80	5,082,812.69
30 -WATER / SEWER FUND	7,105,324.00	2,610,055.64	36.73	2,487,475.06
33 -WATER CONSTRUCTION FU	7,507,837.00	2,830,527.60	37.70	6,286,928.10
35 -WWTP CONSTRUCTION FUN	7,020,267.00	3,375,210.32	48.08	4,616,211.32
40 -GAS FUND	1,157,079.00	937,710.05	81.04	1,249,622.98
50 -UTILITY SUPPORT FUND	785,986.00	555,264.58	70.65	487,381.06
60 -SOLID WASTE FUND	1,710,043.00	971,000.72	56.78	943,466.70
61 -STREET SANITATION FUN	112,828.00	75,559.62	66.97	43,259.14
80 -SPECIAL REVENUE FUND	686,295.00	1,024,416.98	149.27	353,903.03
81 -CEMETERY FUND	68,321.00	38,623.98	56.53	31,537.43
82 -HOTEL/MOTEL FUND	224,500.00	123,666.32	55.09	99,646.81
83 -SPECIAL PURPOSE FUND	<u>1,600.00</u>	<u>1,523.03</u>	<u>95.19</u>	<u>12,743.10</u>
TOTAL EXPENDITURES	45,716,143.00	24,257,808.04	53.06	27,434,299.90
REVENUES OVER/(UNDER) EXPENDITURES	(17,269,420.00)	(2,469,732.12)		(9,311,274.78)
ENDING FUND BALANCE &				
NET WORKING CAPITAL	16,908,661.67	31,708,349.55		38,377,166.54

FUND BALANCE AND CASH RECONCILEMENT
As of: June 30, 2023

		Total Cash
COMMERCIAL NATIONAL BANK		
Operating Account	#1053355	\$ 21,028,360.20
Airport Fuel Payment Account	#1053442	\$ 48,033.32
DW Construction	#1053500	\$ -
CW Construction	#1053513	\$ 10,705.20
Sinking Fund 2000 - WTP	#1053368	\$ 39,452.08
Sinking Fund 2012 - WWTP	#1053384	\$ 113,524.40
Sinking Fund 2013 - DW	#1053397	\$ 30,811.31
Sinking Fund 2019 - DW	#1053426	\$ 282,299.70
Sinking Fund 2019 A - CW	#1053413	\$ 141,922.97
Sinking Fund 2019 B - CW	#1053400	\$ 60,178.72
Sinking Fund 2021 - CW	#1055797	\$ 59,521.51
Drug Seizure FDS	#1053455	\$ 2,732.11
Police Educational	#1053468	\$ 5,731.41
Court Security	#1053471	\$ 5,799.29
Court Technology	#1053484	\$ 3,415.19
Community Development Block	#1053497	\$ 1,810.12
Cash on Hand		\$ 1,880.00
Bank Balances - Interest rate 5.51%	Subtotal	<u><u>\$ 21,836,177.53</u></u>
BOKF Escrow Account - DW CO 2019		\$ 5,199,271.21
BOKF Escrow Account - DW LF 2019		\$ 97,028.23
BOKF Escrow Account - DW EDAP 2019		\$ 302,070.33
BOKF Escrow Account - CW CO 2019A		\$ 4,840,020.94
BOKF Escrow Account - CW CO 2019B		\$ 401,464.97
BOKF Escrow Account - CW LF 2019		\$ 397,330.77
BOKF Escrow Account - CW CO 2021		\$ -
	Subtotal	<u><u>\$ 11,237,186.45</u></u>
TOTAL CASH BALANCES RECONCILED		33,073,363.98
6/30/23 GENERAL LEDGER		
Total Current Non-Cash Assets - All Funds		922,667.63
(Total Current Liabilities - All Funds)		(2,287,682.06)
Total Fund Balance / Net Working Capital		31,708,349.55

RECONCILED OPERATING CASH / TOTAL UTILITY BILLINGS

Fiscal Year 22-23

1171 - Brady, City of (General Obligation Debt)

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

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

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

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

- [View Grid Based on Calendar Year](#)
- [View Grid With All Years](#)

[Download to Excel](#)

Change Fiscal Year
End

09/30/2024



Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2023	\$107,497	\$116,442	\$105,580	\$106,567	\$132,732	\$99,941	\$96,330	\$115,788	\$104,149	\$0	\$0	\$0	\$985,025
2022	\$100,659	\$110,547	\$110,670	\$112,512	\$119,933	\$89,202	\$90,754	\$118,313	\$104,559	\$106,126	\$118,753	\$109,179	\$1,291,207
2021	\$97,505	\$102,843	\$95,512	\$100,910	\$118,480	\$88,588	\$85,665	\$131,540	\$107,199	\$106,167	\$115,244	\$102,302	\$1,251,954
2020	\$94,161	\$95,033	\$98,358	\$107,077	\$114,736	\$90,220	\$86,583	\$101,797	\$101,393	\$109,646	\$105,702	\$97,317	\$1,202,025
2019	\$108,700	\$97,871	\$99,563	\$102,849	\$102,877	\$97,257	\$96,793	\$108,828	\$94,204	\$91,085	\$99,315	\$87,187	\$1,186,530
2018	\$101,224	\$103,733	\$112,475	\$107,463	\$108,139	\$94,294	\$88,618	\$106,428	\$105,435	\$94,199	\$103,004	\$98,016	\$1,223,027
2017	\$87,306	\$91,161	\$89,413	\$100,033	\$109,289	\$86,358	\$97,988	\$101,730	\$86,536	\$97,051	\$103,953	\$100,236	\$1,151,056
2016	\$143,834	\$112,101	\$107,933	\$98,515	\$113,278	\$84,869	\$85,238	\$96,257	\$81,982	\$80,944	\$94,673	\$85,349	\$1,184,973
2015	\$113,438	\$115,026	\$128,575	\$118,282	\$127,008	\$90,659	\$99,414	\$119,166	\$107,160	\$99,436	\$107,394	\$106,966	\$1,332,523
2014	\$86,905	\$90,223	\$83,575	\$87,608	\$114,999	\$83,194	\$86,383	\$103,052	\$119,190	\$96,615	\$101,343	\$109,279	\$1,162,366
2013	\$81,575	\$84,095	\$78,857	\$88,594	\$108,399	\$69,954	\$76,038	\$92,661	\$84,448	\$82,176	\$91,353	\$87,852	\$1,026,002
2012	\$76,182	\$79,173	\$73,628	\$81,661	\$100,901	\$64,794	\$79,473	\$88,392	\$76,641	\$60,890	\$87,159	\$105,230	\$974,124
2011	\$78,998	\$93,104	\$65,476	\$83,507	\$93,953	\$70,399	\$72,121	\$81,841	\$76,174	\$71,819	\$84,522	\$71,003	\$942,918
2010	\$70,849	\$72,537	\$66,287	\$69,364	\$86,286	\$70,868	\$54,779	\$73,192	\$69,685	\$64,455	\$93,443	\$58,872	\$850,618

**CITY OF BRADY
CITY COUNCIL CORRESPONDENCE**

TO: **MAYOR AND COUNCIL**
FROM: **FINANCE / UTILITY DEPARTMENTS**
SUBJECT: **MONTHLY CUSTOMER SERVICE REPORT**
DATE: **June 30, 2023**

SERVICES	FISCAL YEAR 2023											
	October	November	December	January	February	March	April	May	June	July	August	September
Received Phone Calls	662	572	495	491	259	498	438	417	364			
Returned Calls	233	184	150	152	83	128	151	108	48			
Residential Apps	43	19	15	21	18	42	29	41	25			
Commercial Apps	4	2	5	3	2	1	1	4	1			
Service Orders	142	94	211	208	95	179	107	193	99			
Utility Onsite Payments	748	826	856	691	722	917	658	832	757			
Utility Mail Payments	672	579	698	727	646	727	612	680	717			
Utility Online Payments	714	674	721	692	692	760	674	736	687			
Utility Draft Payments	553	553	564	577	582	577	576	577	580			

SERVICE ORDER REPORT FY 22-23

TOTALS BY JOB CODE	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
BTP - BULK TRASH PICKUP	0	0	0	0	0	1	0	2	1				4
CC - BRUSH CHIPPING	3	1	1	0	1	6	3	8	4				27
C&S - CLEAN AND SHOW	0	0	0	0	0	0	0	0	0				0
CHG - SERVICE CHANGE	5	8	5	9	2	3	3	4	4				43
CON - CONNECT SERVICE	15	9	15	9	8	10	10	19	12				107
DEMO - DEMILITION (New Code Added)	0	0	0	0	0	0	0	0	0				0
DIS - DISCONNECT SERVICE	12	11	10	18	14	10	15	17	12				119
DMP - DUMPSTER SERVICE CHANG	0	3	0	1	0	0	0	0	0				4
EOUT - ELECTRIC OUTAGE	3	0	3	1	2	2	1	4	3				19
FD - FORCED DISCONNECT	37	19	29	27	42	43	34	45	44				320
Gas - Gas Pressure Test Needed	1	0	0	0	0	0	0	0	0				1
GL - GAS LEAK	2	1	1	5	1	3	0	2	5				20
GOUT - GAS OUTAGE	1	0	2	1	0	0	0	0	0				4
MCE - ELECTRIC METER CHANGEOUT	3	1	2	14	21	38	9	3	1				92
MCG - GAS METER CHANGEOUT	19	6	3	1	1	0	0	36	2				68
MCW - WATER METER CHANGEOUT	5	5	5	4	3	8	6	3	4				43
MISC - MISCELLANEOUS	13	12	21	8	9	5	12	22	19				121
NONCO - NON COMPLIANCE CODE	0	0	0	0	0	0	0	0	0				0
NONPAY- DISCONNECT FOR NON PAY	8	8	14	15	12	5	6	14	9				91
PH - STREET POTHOLES	2	1	1	3	3	1	1	0	2				14
PPM - PUBLIC PROPERTY	0	0	0	0	0	0	0	0	0				0
PL - PILOT LIGHT ON/OFF	0	0	0	0	0	2	13	0	1				16
PLY - POLYCART SVC CHANGE	1	14	5	3	1	0	5	1	0				30
PULL - PULL METER	22	16	4	5	3	5	4	6	2				67
RC - CHECK READ	27	42	46	50	45	35	20	39	23				327
REINS - REINSTATEMENT OF SERVICE	2	3	6	9	3	3	4	6	7				43
SBU - SEWER BACK UP	0	3	3	2	5	3	0	2	0				18
SC - STREET CUTS FOR TAPS	1	0	3	0	0	1	1	3	0				9
SL - SECURITY LIGHTS REPAIR	5	6	2	4	7	8	4	7	4				47
TT - TREE TRIMMING	0	0	1	0	0	0	1	0	0				2
WL - WATER LEAK	9	6	21	7	8	9	8	8	16				92
WOUT - WATER OUTAGE	1	0	0	0	1	1	2	0	2				7
TOTAL ALL CODES	197	175	203	196	192	202	162	251	177	0	0	0	1755

SERVICE ORDER DELEGATION BY GROUP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
CODE ENFORCEMENT	0	0	0	1	0	0	0	0	0				1
ELECTRIC	16	9	13	21	32	53	14	21	19				198
GAS	22	11	6	9	2	7	14	42	12				125
METER TECHNICIAN	129	115	131	142	130	111	101	146	107				1112
PPM	0	0	0	0	0	0	0	0	0				0
SOLID WASTE	2	17	5	4	1	0	5	1	0				35
STREETS	6	6	6	2	6	9	6	14	9				64
WATER	22	17	42	17	21	22	22	27	30				220
TOTAL	197	175	203	196	192	202	162	251	177	0	0	0	1755



Satisfying Needs . . .

Building Relationships

P.O. Box 111
BRADY, TX 76825

101 SOUTH BLACKBURN
(325) 597-2104

[Bank Home Page](#) MEMBER FDIC

Date 6/30/23
6001262

Page 1

BRADY VOLUNTEER FIRE DEPT INC
MAINTENANCE FUND
216 WEST COMMERCE
BRADY TX 76825

SUMMARY OF ACCOUNTS

ACCOUNT NO	TYPE OF ACCOUNT	CURRENT BALANCE	ENCLOSURES
██████████	REGULAR BUSINESS CHECKING	3,295.20	3

REGULAR BUSINESS CHECKING	103655	Image Statement	3
Account Number	4,955.66	Statement Dates 6/01/23 thru 6/30/23	
Previous Balance	2,000.00	Days in the statement period	30
1 Deposits/Credits	3,635.46	Average Ledger	2,153
2 Checks/Debits	25.00	Average Collected	2,153
1 Electronic Debit			
Service Charge	.00		
Interest Paid	.00		
Ending Balance	3,295.20		

DEPOSITS

DATE	DESCRIPTION	AMOUNT
6/20	RDA REGULAR DEPOSIT	2,000.00

OTHER WITHDRAWALS AND FEES

DATE	DESCRIPTION	AMOUNT
6/06	CentTX Pmt CENTRAL TX TELE 1750853485 06/06/23	25.00

CHECKS AND OTHER ITEMS IN SERIAL NUMBER OR DATE ORDER

DATE	CHECK NO	AMOUNT	DATE	CHECK NO	AMOUNT
6/02	415	164.26	6/02	417*	3,471.20

*Denotes Skip in Check Number

Remote Deposit

The Brady National Bank RDA Services
Mobile Consumer Capture White, Lynne
101 S. Blackum St
Brady, TX 76825
025 597 2104

Credit

Date: 6/20/2023
Items: 1
Amount: \$2,000.00
Batch ID: XXXXXXXXXX
Account ID: XXXXXXXXXX
A/C Num: XXXXXXXXXX
Aux/OnUs: 1467444750

RDA REGULAR DEPOSIT Date: 06/20 Amount: \$2,000.00

BRADY VOLUNTEER FIRE DEPT INC.
MAINTENANCE FUND
216 WEST COMMERCE
BRADY, TX 76825

TO: *Lynne White*
the order of *Brady Communications*
Three thousand four hundred seventy-one and ²⁰/₁₀₀ DOLLARS XXXXXXXXXX

BRADY
NATIONAL BANK
P.O. Box 111 - (25) 597-2104
Brady, Texas 76825-0111
MEMO: *8-28-2021, 8989*
101 S. 130 349 2104 17

DDA REGULAR CHECK Date: 06/02 Amount: \$3,471.20

BRADY VOLUNTEER FIRE DEPT INC.
MAINTENANCE FUND
216 WEST COMMERCE
BRADY, TX 76825

TO: *Lynne White*
the order of *Brady Communications*
One hundred forty-four and ²⁶/₁₀₀ DOLLARS XXXXXXXXXX

BRADY
NATIONAL BANK
P.O. Box 111 - (25) 597-2104
Brady, Texas 76825-0111
MEMO: *8-28-2021, 8989*
101 S. 130 349 2104 17

DDA REGULAR CHECK Date: 06/02 Amount: \$164.26

06-248/1113

415

5-26-23

\$ 164.26 ¹⁰/₁₀₀
164.26 ¹⁰/₁₀₀

J. Dunn - Lynne White



McCulloch Soil & Water Conservation District

200-A East 11th Street - Brady, TX 76825 - Telephone (325) 597-1512 X 3

June 18, 2023

Erin Corbell, City Manager
Brady City Council
RE: Brady Lake Dam

The 1938 flood in Brady set the stage for a chain of events leading up to the installation of 29 Watershed Structures in McCulloch County. Brady Lake Dam is one of those structures, completed in 1961. The City of Brady is the lead sponsor with the McCulloch SWCD a secondary sponsor. The sponsors have the legal responsibility for maintaining each structure. The Brady Lake dam is classified as a High Hazard dam by TCEQ because should it fail, there will be significant damage and perhaps loss of life downstream. Because of the High Hazard Classification, TCEQ has oversight responsibilities for dam safety.

The Texas Legislature saw fit to appropriate \$310,962 of special monies to the McCulloch SWCD for maintenance of Brady Lake Dam in 2019 and 2021 to remove brush that if not removed, could be potentially harmful to the structure.

The Brady Lake project has been a successful partnership of federal, state, local governments, and private landowners. So much in fact, that few people even think of flooding any more. In recognition of this partnership and for educational purposes, the McCulloch SWCD is requesting the City of Brady install signage to explain the partnership, the history of the watershed projects, and the role of Brady Lake in preventing downstream flooding since completion. There is a concrete structure on the top of the dam where there may have been a sign at one time. However, since it is too far from public access or a road, consideration should be given to relocating a sign to a more visible place.

- 1. Please consider budgeting about \$500 for a sign in your next budget cycle. An aluminum sign is about \$120 with the sign post and appurtenances taking up the rest. We would be willing to assist with the sign wordage.**

The mechanical and chemical brush suppression done in 2019 and 2021 was very successful, however there are seedlings and some regrowth now on the dam and spillway. Because brush management to protect the integrity of the dam will be ongoing, it is much cheaper to treat small brush before it becomes big brush.

- 2. Because McCulloch SWCD has to rely on the Texas Legislature to fund our dam maintenance through the Texas Soil and Water Conservation Board, we never know when or if we will be select for funding. The City of Brady is the primary sponsor, so the McCulloch SWCD is requesting the City of Brady include in their next round of budgeting, enough money to treat the existing**

brush. The SWCD and the NRCS can work with the City of Brady to provide extent and methodology for the task.

Sincerely,



MARK MOSELEY
Chair, McCulloch SWCD

Cc: Members SWCD
Walt Broyles, District Conservationist, NRCS, Brady, TX
Haden Keyser, RTL, NRCS Brady
Kendria Ray, TSSWCB Field Representative
Jared Bowen, TSSWCB, O&M Field Representative

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

AGENDA DATE:	07/18/2023	AGENDA ITEM	7.A.
AGENDA SUBJECT: Discussion, consideration, and possible action awarding a contract proposal to Enprotec / Hibbs & Todd, Inc. (e-HT) for providing licensed water plant operator services at the groundwater treatment plant facility for a four (4) month period at a monthly rate of \$20,000.00.			
PREPARED BY:	S. Miller	DATE SUBMITTED	07/12/2023
EXHIBITS:	e-HT Proposal cover letter inclusive of Exhibit A		
BUDGETARY IMPACT:		Required Expenditure:	\$80,000.00
		Amount Budgeted:	\$0.00
		Appropriation Required:	\$0.00
CITY MANAGER APPROVAL:			
SUMMARY:			
This proposal for services to provide a licensed water plant operator at the groundwater treatment plant is an outcome of resignations of city water treatment plant operators over the course of the last several years. Since the groundwater treatment plant is currently in its initial commissioning phase it becomes vital a licensed water plant operator be engaged during this phase and the sequential startup phase to follow to ensure proper treatment procedures and processes are being implemented correctly. This proposal provides the required oversight to meet compliance with TCEQ requirements for water treatment operations. The intent of this specific proposal is to engage services for a limited time or 4-months, while actively recruiting for a TCEQ licensed water plant operator. Depending on the outcome of successfully recruiting a licensed water treatment operator, it may become necessary to extend this contract at the end of the 4-month period. Funding to support these services is derived from available balances in division 30 35 Groundwater Treatment or more specifically budget line item 211.00 (Radium Removal) with a current balance of \$273,500.			
RECOMMENDED ACTION:			
Mayor: Do I have a motion to award to Enprotec / Hibbs & Todd, Inc. Abilene, Texas for licensed water plant operator services in the amount of \$80,000.00 .			



June 27, 2023

City of Brady
Attention: Mr. Steven Miller, P.E.
PO Box 351
Brady, TX 76825-0351

Re: Proposal for Services

Dear Mr. Miller:

At your request, Enprotec / Hibbs & Todd, Inc. (hereinafter referred to as "eHT") is pleased to provide the following proposal for geotechnical, environmental, survey and/or engineering services.

Project Name: Water System Operational Support

Project Location: City of Brady Groundwater Production System

Type of Services to be Performed: Water Quality Treatment and Regulatory Compliance Services

The scope of services is more fully detailed on the attached Exhibit "A".

eHT shall be compensated for its services as follows:

Services of eHT's Operations Specialists will be billed at \$125 per hour during normal business hours (7:00 am-5:00 pm Monday-Friday) and \$150 per hour for night and weekend hours required. These rates are subject to revision during January each year.

Services of other eHT personnel, as needed, will be billed at eHT's most current published billing rate.

A copy of eHT's standard billing rates is attached hereto as Exhibit "B". Payment terms shall be as set forth in the General Conditions (Exhibit "C") to this proposal. Any and all exhibits attached hereto are incorporated herein as if fully set forth herein as a part of this Proposal of Services.

eHT's primary contact on this proposal will be: Brandon Neece
Telephone number: (325) 347-7440
Email address: brandon.neece@e-HT.com



City of Brady
June 27, 2023
Page 2

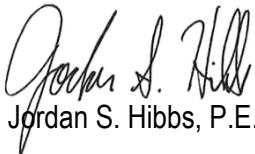
THE CONTRACT DOCUMENTS INCLUDE THIS PROPOSAL, EXHIBIT "A", "B" AND "C" AND ANY SUBSEQUENT AMENDMENTS IN WRITING EXECUTED BY THE PARTIES.

If this proposal and the contract documents meet with your approval, please sign below on the space provided, insert your primary contact information, and retain one duplicate for your records. Please return one duplicate original to me.

We appreciate the opportunity to serve your engineering needs. Please contact us if you have any questions.

Sincerely,

Enprotec / Hibbs & Todd, Inc.

A handwritten signature in black ink, appearing to read "Jordan S. Hibbs".

Jordan S. Hibbs, P.E.

Acknowledgement / Acceptance / Authorization to Proceed

I acknowledge receipt of the above referenced Proposal for Services, including all referenced exhibits, attachments, and documents. I accept the terms and conditions of this proposal and hereby authorize eHT to proceed with the referenced scope of work.

Agreed and accepted this _____ day of _____, 20____.

Signature: _____

Printed Name: _____

Title: _____

Our primary contact for this proposal / project will be:

Primary Contact Name: _____

Telephone Number: _____

Mobile Number: _____

Email Address: _____

Billing Email Address: _____

Billing Contact Name: _____

Billing Address: _____

Billing Telephone No: _____

Exhibit "A"
Scope of Services

Attached to and Incorporated into by Reference the Proposal for Services

Dated: 6/27/23

Scope of Services is as follows:

1. eHT will provide a licensed water system operator by contract with the City of Brady (City) until such time as the City or eHT terminates this Agreement. Either party to this Agreement can terminate this agreement within ten (10) day notice in writing to the other party with or without cause and neither party will have any right to monetary damages resulting from the termination.
2. In this role eHT shall:
 - a. Provide a TCEQ licensed operator holding a minimum of a Class "C" groundwater, or higher public water system (PWS) operator license to perform any process control duties to include any of the items below as directed in writing by the City:
 - i. Making decisions regarding the day-to-day operations and maintenance of PWS groundwater production systems;
 - ii. Determining the adequacy of disinfection and disinfection procedures;
 - iii. Taking chlorine residuals and microbiological samples after repairs or installation of lines or appurtenances;
 - iv. Operating chemical feed systems, filtration, disinfection, or pressure maintenance equipment; or
 - v. Performing other duties required by the Texas Commission on Environmental Quality.
 - vi. Provide direction to the City's staff to complete process control duties above via direct communication while onsite or via telephone.
 - b. Advise and assist City employees or volunteers with proper water treatment protocols and reporting to State and Federal regulatory agencies as required.
 - c. Advise the City's employees, volunteers, or City's contractors or Vendors in completing maintenance activities at City PWS facilities
 - d. eHT will provide the City with a list of needed supplies and chemicals for water treatment and testing. Purchase of these supplies and chemicals and having them on hand when needed shall be the responsibility of the City.
 - e. eHT will report to City Council in person upon written request made to eHT at least ten (10) days prior to the Council meeting date.

Day to day operation of the PWS facility shall remain the responsibility of the City and the City shall fully indemnify eHT against any and all claims of accident or injury to City employees or volunteers and shall provide eHT with evidence of liability insurance covering these employees and/or volunteers.

Exhibit "B"

Enprotec / Hibbs & Todd, Inc. HOURLY CHARGES FOR PROFESSIONAL SERVICES (2023)

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

Principal.....	\$ 240.00 per hour
Senior Project Manager	200.00 per hour
Project Manager	175.00 per hour
Senior Engineer / Geologist.....	160.00 per hour
Project Engineer / Geologist	140.00 per hour
Staff Engineer I / Geologist I.....	120.00 per hour
Staff Engineer II / Geologist II.....	115.00 per hour
RPLS I	160.00 per hour
Operations Specialist / Regulatory Compliance Specialist	155.00 per hour
Contract Operator (Certified Class A/B Operator).....	120.00 per hour
Contract Operator (Certified Class C/D Water Operator)	100.00 per hour
Engineering / Field Technician I	140.00 per hour
Engineering / Field Technician II	115.00 per hour
Engineering / Field Technician III.....	90.00 per hour
Survey Tech I	90.00 per hour
Survey Tech II	70.00 per hour
CAD I	135.00 per hour
CAD II	105.00 per hour
CAD III	70.00 per hour
Administrative	75.00 per hour
Survey Party	235.00 per hour - 3 man 210.00 per hour - 2 man 185.00 per hour - 1 man

Expense Items

Consultants, Contractors & Supplies	Cost plus 10%
Travel (out of town only)	Current IRS rate per mile
Lodging and meals (out of town trips).....	Actual cost

EXHIBIT "C"
GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Enprotec / Hibbs & Todd, Inc. (hereinafter referred to as "eHT") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the services set forth in Exhibit A of this contract and any modifications thereto that shall be made in writing, signed by both parties.
2. **OPERATIONAL SERVICES:** eHT agrees to provide operational services in accordance with all State and Federal standards of practice applicable to licensed public water system operators in the State of Texas. **eHT agrees that all violations, problems, or sources of possible regulatory noncompliance will be identified and reported to Client in a timely manner.** Any report issued by eHT will set forth its findings and conclusions based on information available from the sampling, testing or operational activities conducted under this Agreement.
3. **COMPLETION OF SERVICES:** No claims for loss, damage or injury shall be brought against eHT by Client or any third party unless all services as described in this Agreement have been so performed and unless eHT's recommendations have been followed. Client agrees to indemnify, defend and hold eHT, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such services described in this Agreement are not so performed or eHT's recommendations are not so followed except to the extent that such failure is the result of the gross negligence, willful or wanton act or omission of eHT, its officers, agents, or employees, subject to the limitation contained in paragraph 9.
4. **SCHEDULING OF WORK:** The services set forth in eHT's proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by eHT personnel at the prices quoted. If eHT is required to delay commencement of the work or if, upon embarking upon its work, eHT is required to stop or interrupt the progress of its work as a result of changes in the scope of work requested by the Client, to fulfill the requirements of third parties, or other causes beyond the direct reasonable control of eHT, additional charges will be determined solely by eHT and will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for eHT to perform the work described in this Agreement. eHT shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of equipment.
6. **PAYMENT:** Client shall be invoiced once a month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of mailing said invoice.
7. **WARRANTY: eHT'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES IN PERFORMING ITS PROFESSIONAL SERVICES. eHT DOES NOT GUARANTEE THAT WATER DELIVERED THROUGH THE CLIENT'S PUBLIC WATER SYSTEM FACILITIES WILL MEET ALL STATE AND FEDERAL STANDARDS AT ALL TIMES, AND CLIENT UNDERSTANDS THAT DEFICIENCIES IN WATER QUALITY OR QUANTITY MAY EXIST**

BEYOND eHT'S CONTROL AND MAY LEAD TO VIOLATIONS OF STATE AND FEDERAL DRINKING WATER STANDARDS THROUGH NO FAULT OF eHT. eHT WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER THE SAME OR SIMILAR CIRCUMSTANCES BY MEMBERS OF THE PROFESSION TO COMPLETE WORK DESCRIBED IN THIS AGREEMENT.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED.

SHOULD eHT OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON eHT'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF eHT, IT'S OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO eHT FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NOTWITHSTANDING THE FOREGOING eHT SHALL NOT BE LIABLE FOR CONSEQUENTIAL AND/OR EXEMPLARY DAMAGES. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST eHT, ARISING FROM OR RELATED TO eHT'S WORK MORE THAN TWO YEARS AFTER THE COMPLETION OR CESSATION OF eHT'S WORK HEREUNDER.

11. **INDEMNITY:** Subject to the foregoing limitations, eHT agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses, including reasonable attorney's fees and court costs arising out of eHT's negligence to the extent of eHT's negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim, or counterclaim against eHT, the party initiating such action shall reimburse to eHT all costs and expenses incurred by eHT to investigate, answer and defend such suit, cause of action, claim or counterclaim, including reasonable attorney's fees, witness fees, expenses and costs of court to the extent that eHT shall prevail in such suit, cause of action, claim, or counterclaim.
12. **HAZARDOUS MATERIALS:** Nothing contained within these General Conditions shall be construed or interpreted as requiring eHT to assume the status of an owner, operator, generator, storer, transporter, treater, or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
13. **PROVISIONS SEVERABLE:** The parties understand and agree that these General Conditions shall be enforced as written. In the event any provision of these General Conditions should be found to be unenforceable, such provision shall be stricken and the remaining provisions shall be enforceable, to the extent possible.

14. **DISPUTE RESOLUTION:** Client shall not be entitled to assert a claim against eHT based on any theory of professional negligence unless and until Client has obtained a written opinion from a registered, independent and reputable engineer that eHT has violated the standard of care applicable to the performance of the Work. Client shall provide the opinion to eHT and the parties shall endeavor to resolve the dispute within thirty (30) days next following the notice from the Client. After such thirty (30) day period, Client may pursue his remedies at law or in equity. This agreement shall be governed and construed pursuant to the laws of the State of Texas, any litigation thereon shall be brought in the Courts of the State of Texas, sitting in Taylor County, Texas.
15. **TERMINATION ON NOTICE:** This agreement may be terminated by either party by the giving of ten (10) days' written notice of termination by regular mail, facsimile, or email to the addresses set forth above for eHT and Client. Should the agreement be terminated by client, eHT is to be paid for services performed up until the date of work stoppage due to the notice and twenty percent (20%) of the total contract fee (or estimated contract fee if an hourly or an hourly not to exceed contract) for non-billable time spent initiating and developing the project.

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

AGENDA DATE:	07/18/2023	AGENDA ITEM	7.B.
AGENDA SUBJECT: Discussion, consideration, and possible action approving the purchase of 1,000T Limestone Rock Asphalt, Type 1, Grade D (cold mix) material from Vulcan Construction Materials, LLC, San Antonio, TX in the amount of \$111,580.00.			
PREPARED BY:	Taylor Hoffpauir/Steven Miller	Date Submitted:	07/10/2023
EXHIBITS:	Bid Quotation Form		
BUDGETARY IMPACT:	Required Expenditure:	\$111,580.00	
	Amount Budgeted	\$200,000.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			

SUMMARY:

On Thursday June 22, 2023, sealed bids were received after proper advertisement and public notification. City received one (1) sealed bid from Vulcan Construction Materials, LLC at the stated price as shown or summarized as follows:

Description	Quantity	Unit Price	Extended Price
Limestone Rock Asphalt Cold Mix, Type 1 Gr. D	1000 TONS	\$70.00	\$70,000.00
Delivery Charge – Approximately 180 miles	1000 TONS	\$41.58	\$41,580.00
	TOTAL	\$111.58	\$111,580.00

The specific delivery charge equates to approximately **\$0.2310** per Ton per Mile for 1000T delivered 180 miles or \$41,580, as shown.

Vulcan Construction Materials, LLC was the same supplier for Grade D cold mix for FY22 (last year). This product is used for all potholes and road repairs throughout the city. It should be noted that the last year's award totaled \$146,400.00 equating to a \$34,820.00 decrease.

RECOMMENDED ACTION:

Mayor: Do I have a motion to award Vulcan Construction Material, LLC, San Antonio, TX the purchase of 1000 tons Limestone Rock Asphalt, Type 1, Grade D (cold mix) material for price of \$111.58 per ton for a total purchase amount of **\$111,580.00**.

CITY OF BRADY, TEXAS
BID QUOTATION FORM

THIS IS A QUOTATION FORM ONLY AND DOES NOT REPRESENT AN ORDER FOR A PURCHASE BY THE CITY OF BRADY

1. Refer to "Instructions to Bidder" before completing Bid
2. Delivery Date – to be delivered as needed
3. Delivery Address – GRW Complex, 1600 W 17th Street, Brady, Texas 76825, F.O.B. Destination
4. Price – use unit pricing

Supply Contract for an estimated quantity of Limestone Rock Asphalt Cold Mix Type 1 Grade D, to be delivered in full by September 17, 2023.

Item Number	Description/Part Number	Quantity	U/M	Unit Price	Extended Price
1.	LIMESTONE ROCK ASPHALT COLD MIX TYPE 1 GRADE D	1,000	TON	\$70	\$70,000
2.	DELIVERY CHARGE TO BRADY, PROVIDE TOTAL MILES	1,000	TON	\$41.58	\$41,580

The City of Brady reserves the right to reject any and/or all Bids

Prices to be quoted F.O.B City of Brady all taxes to be exclude from Bid

TOTAL BID \$111,580

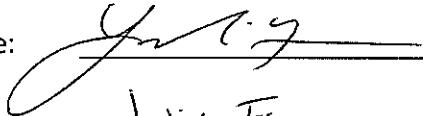
In submitting this Bid, I certify the following:

1. That the prices in this Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder, or with any competitor
2. That I am an Equal Opportunity Employer

Business Name:

Vulcan Construction Materials, LLC

Authorized signature:



Print Name:

Julia Favvar

Date:

6/27/2023

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	7/18/2023	AGENDA ITEM	7.C.
AGENDA SUBJECT:	Discussion, consideration and possible action approving contract with Brady/McCulloch County Chamber of Commerce for Economic Development Services		
PREPARED BY:	E. Corbell	Date Submitted:	07/14/2023
EXHIBITS:	EDC Contract		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			

SUMMARY: A new executive director has been selected for the Brady/McCulloch County Chamber of Commerce and the Economic Development Corporation wishes to contract with the Chamber for Economic Development Services. At their July 6 th meeting, the Type B Brady Economic Development Corporation approved a contract for services for the Council to review and approve.
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RECOMMENDED ACTION: Approve contract for services.
--

THE STATE OF TEXAS
X
COUNTY OF MCCULLOCH X

X KNOW ALL MEN BY THESE PRESENTS:
X

THIS SERVICES AGREEMENT, effective the _____ day of _____, 20____, by and between the **Brady/ McCulloch County Chamber of Commerce**, a non-profit corporation, situated in McCulloch County, Texas, acting by and through its Executive Director, (hereinafter referred to as "Chamber"), and the **Brady Type B Economic Development Corporation** a Texas non-profit corporation (hereinafter referred to as the "BEDC" or the "Corporation") acting by and through its President and in accordance with the Development Corporation Act of 1979, as amended:

WITNESSETH:

That for and in consideration of the covenants, promises, and agreements set forth herein, it is mutually agreed as follows:

I. PURPOSE

That the Chamber agrees to provide staffing for the services of Director of Economic Development to the BEDC (hereinafter referred to as the "Director") to the BEDC as requested by the Board of Directors of the BEDC (hereinafter referred to as the "Board"). During the term of this Agreement, the Director, with the consent of the City, shall serve as Chief Executive Officer (sometimes hereafter referred to as "CEO") of BEDC as described in Section 5.08 of the BEDC Bylaws (herein referred to as Bylaws).

II. DEFINITIONS

The following words shall have the following meanings when used in this Agreement.

A. Agreement. The word "Agreement" means this Performance Agreement, together with all exhibits and schedules attached to this Performance Agreement from time to time, if any.

B. Chamber. The word "Chamber" means the Brady/McCulloch County Chamber of Commerce, a Texas non-profit corporation, whose address for the purposes of this Agreement is 106 W. Main Street, Brady, Texas 76825.

C. BEDC. The term "BEDC" means the Brady Type B Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 106 W. Main Street, Brady, TX 76825.

D. Effective Date. The words "Effective Date" mean the date of the latter to execute this Agreement by and between the Chamber and BEDC.

E. Event of Default. The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”

F. Related Documents. The words “Related Documents” mean and include without limitation all other instruments and documents, whether now or hereafter existing, executed in connection with this Agreement.

G. Term. The word “Term” means the term of this Agreement as specified in Section 3 of this Agreement.

III. DUTIES

A. The Chamber covenants and agrees with the EDC that while this Agreement is in effect, it shall comply with the following terms and conditions:

1. **Staffing.** The Chamber agrees that the staffing for the Director provided by the Chamber will be its current Executive Director and that the Director will be responsible for the duties as laid out in the BEDC’s Bylaws. The Chamber will ensure that the Director carries out responsibilities and duties as specified by the Board and accepted by the Chamber.
2. **Quarterly Reports.** The Chamber covenants and agrees to provide quarterly reports on economic development related activities specific to business promotion and retention. The quarterly reports shall include an informational update on the Business Retention visits contained in Section III(4) of this Agreement, the Economic Development Reports contained in Section III(6) of this Agreement, and the City Hotel Occupancy Tax Reports contained in Section III(7) of this Agreement. The Chamber will provide the quarterly reports in person at the regularly scheduled meetings for BEDC for the following months during the Term of this Agreement, and in writing by:
 - (1) **September 30, 2023;** and
 - (2) **December 31, 2023.**
 - (3) **March 31, 2024;**
 - (4) **June 30, 2024;**
 - (5) **September 30, 2024;** and
 - (6) **December 31, 2024.**
3. **Monthly Updates.** The Chamber covenants and agrees to provide to EDC on a monthly basis during the Term of this Agreement a list of business inquiries received by the Chamber. The monthly update shall include the name of the person submitting the inquiry and status of inquiry, name and type of business, contact phone number, and contact e-mail address.
4. **Business Retention/Site Visits.** The Chamber covenants and agrees to visit twenty-four (24) separate businesses at a minimum located within the City of Brady, two (2)

separate businesses per month, during the Term of this Agreement. The twenty-four (24) separate businesses shall be determined by the Executive Director for EDC and the Chamber. The business visits shall include a survey developed by the Chamber, and completed by said business. Said survey shall be reviewed and approved by Executive Director of EDC and the Chamber. Each site visit may include a representative of the EDC board. A written report concerning said business visits shall be provided to EDC in its quarterly reports as required by Section II(A)(2) of this Agreement.

5. Marketing EDC. The Chamber covenants and agrees to promote EDC activities by:

- (1) Include the EDC logo on website and promotional materials;
- (2) Promote EDC programs at all Chamber activities;
- (3) Market EDC through E-marketing;
- (4) Advertise EDC on social media channels (i.e. Facebook, Twitter, etc.);
- (5) Link on the Chamber website to the EDC website, and list events on Chamber web-calendar;
- (6) Include a written report once a quarter of marketing activities for EDC; and
- (7) Create and manage Brady EDC website.

6. Economic Development Reports. The Chamber covenants and agrees to submit to the EDC on a timely basis all required economic development reports. A copy of said report shall be provided to EDC in its quarterly reports as required by Section II(A)(2) of this Agreement.

7. Chamber Procedures and Policies. The Chamber covenants and agrees to remain in compliance with all written Chamber policies and procedures, and job description requirements during the Term of this Agreement.

8. Performance. The Chamber covenants and agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Chamber and EDC, including the Strategic Plan.

9. Finances. The Chamber covenants and agrees to allow Director to endorse and sign, on behalf of the Corporation, for collection or issuance, checks, notes, and other obligations in or drawn upon such bank, banks, or depositories, as shall be designated by the Board consistent with its Bylaws. The Treasurer to the Board shall be the chief fiscal officer of the BEDC, and shall have the responsibility to see to the handling, custody, and security of all funds and securities of the Corporation in accordance with its Bylaws. The Treasurer shall see to the entry in the books of the Corporation full and accurate accounts of all money received and paid out on account of the Corporation. All check writing authority will follow all applicable Board policies concerning authorizations, signatures and disbursements.

10. Minutes. The Chamber covenants and agrees that the Director shall take minutes at

all Board meetings, subject to Section 5.07 of the BEDC's Bylaws making the Secretary to the Board ultimately responsible for keeping the same.

11. **Recommendations.** Review the existing incentive guidelines, loan program and related lending policies as needed, make recommendations to the Board to ensure that such guidelines, programs and policies are in compliance with all relevant local, state and federal requirements and to serve the needs of the community.
12. Maintain records of BEDC activities in accordance with the state-mandated records retention schedule.
13. Act as a liaison between the clients and City departments.

B. BEDC covenants and agrees with the Chamber that while this Agreement is in effect, it shall comply with the following terms and conditions:

1. **Financial Assistance by BEDC to Chamber.** The BEDC covenants and agrees to pay the Chamber during the Term of this Agreement two (2) annual payments as further described in this Section II(B)(1) of this Agreement. Said financial assistance shall be paid by BEDC to the Chamber on the following dates following an invoice provided by the City to BEDC, as follows:
 - (a) Effective Date of this Agreement, or within thirty (30) days of the Effective Date, the sum of Seven Thousand and No/100 Dollars (\$7,000.00);
 - (b) October 1, 2023, and for any renewal period thereafter, within fourteen (14) days of submission of the report contained in Section II(A)(2) of this Agreement whichever is later, the sum of Eighteen Thousand and No/100 Dollars (\$18,000.00), representing fifty percent (50%) of the agreed annual financial commitment. A second payment shall be paid on April 1 of the following year in the sum of Eighteen Thousand and No/100 Dollars (\$18,000), subject to amendment on renewal if there are changes to staff or compensation adjustments.
 - (c) In addition to the above amounts, the BEDC agrees to reimburse the City the actual amount of cost for the annual financial audit of the BEDC. BEDC understands that financial information will need to be presented to City Finance Director on or about November 5th for presentation to the City's auditor.
2. **Performance.** BEDC covenants and agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between BEDC and the Chamber.
3. **Finances.** Be responsible for the handling, custody, and security of all funds and securities of the Corporation in accordance with its Bylaws and cooperate with the Chamber in relation to the Director's responsibilities under Section II(A)(10) above.

The Treasurer to the Board shall be the chief fiscal officer of the BEDC, and shall have the responsibility to see to the handling, custody, and security of all funds and securities of the Corporation in accordance with its Bylaws. The Treasurer shall see to the entry in the books of the Corporation full and accurate accounts of all money received and paid out on account of the Corporation. All check writing authority will follow all applicable Board policies concerning authorizations, signatures and disbursements and the Board's accounting system shall be kept separate from that of the Chamber and paid for and maintained by the BEDC.

4. Performance Review. BEDC shall perform an annual performance review of Director in order to better the expectations of each party. Such performance evaluation shall be shared with the **City Manager**.

IV. TERM

This Agreement shall be effective as of the Effective Date, and shall continue thereafter until **September 30, 2024**. Thereafter, the Agreement shall renew automatically for one (1) year terms, unless terminated sooner under the provisions hereof.

V. TERMINATION

A. Termination with Notice. This Agreement may be terminated by BEDC or the Chamber, in whole, or from time to time, in part, whenever such termination is determined by the Board or the Chamber's Governing Body, as the case may be, to be in the best interest of BEDC or the Chamber. Termination will be effective thirty (30) days after delivery of Notice of Termination specifying to what extent performance or work under the Agreement has been terminated and specifying that the Agreement shall be terminated thirty (30) days after receipt by the notified party.

B. Termination Option for Change in Chamber Personnel. This Agreement may be terminated at the option of BEDC, by giving notice to the Chamber of such termination in the case where:

1. There is a personnel change in the office of the Executive Director of the Chamber of Commerce.

In the case of such termination, within thirty days of such termination, the prorated (to end of fiscal year, at \$3,000 per month) annual payment to the Chamber for services shall be returned to BEDC.

This termination option shall be available to the BEDC for a period of six (6) months from its receipt of notice of a change of such personnel, which shall be promptly given by Chamber.

VI. EVENTS OF DEFAULT

Each of the following shall constitute an Event of Default under this Agreement:

- A. **Affirmative Obligations of Chamber.** The failure of the Chamber to comply with any of the affirmative obligations contained within Section III of this Agreement is an Event of Default.
- B. **Affirmative Obligations of EDC.** The failure of BEDC to comply with any of the affirmative obligations contained within Section III of this Agreement is an Event of Default.
- C. **False Statements.** Any warranty, representation, or statement made or furnished to BEDC by or on behalf of the Chamber under this Agreement or the Related Documents that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- D. **Other Defaults.** Failure of the Chamber or BEDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the related documents, or failure of the Chamber or BEDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between BEDC and the Chamber is an Event of Default.

VII. EFFECT OF AN EVENT OF DEFAULT

In the event of default under Section VI of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. In the event, Chamber defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by BEDC to Chamber pursuant to Section 5(a) of this Agreement shall become immediately due and payable by Chamber to BEDC.

VIII. OFFICIALS NOT TO BENEFIT

No public official of the governing body of the Chamber or BEDC who exercises any functions or responsibilities in the review or the approval of the undertaking or carrying out of any project hereunder, shall participate in any decision relating to the Agreement which affects his personal interest, nor shall he have any personal or pecuniary interest direct or indirect in this Agreement or proceeds thereof.

IX. MISCELLANEOUS PROVISIONS

The following miscellaneous provisions are a part of this Agreement:

A. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

B. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in McCulloch County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of McCulloch County, Texas.

C. **Assignment.** This Agreement may not be assigned without the express written consent of the other party.

D. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Chamber warrants and represents that the individual or individuals executing this Agreement on behalf of Chamber has full authority to execute this Agreement and bind Chamber to the same. EDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

E. **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

F. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

G. **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to Chamber: BRADY/MCCULLOCH COUNTY CHAMBER OF COMMERCE
106 W. Main
Brady, Texas 76825
Attn: Executive Director
Telephone: (325) 597-3491

if to EDC: Brady Type B Economic Development
Corporation
106 W. Main Street
Brady, Texas 76825

Attn: Chuck Jividen
Telephone:

H. **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

I. **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

WITNESS our hands to this AGREEMENT this _____ day of _____, 2020.

BEDC

CHAMBER

_____, President

_____, President

ATTEST:

ATTEST:

_____, Secretary/Treasurer

_____, Secretary

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

AGENDA DATE:	07/18/23	AGENDA ITEM	7.D.
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding the first reading of Ordinance 1362 of the City of Brady, Texas, amending the FY23 budget for the Brady Economic Development Corporation.		
PREPARED BY:		Date Submitted:	7/18/2023
EXHIBITS:	Ordinance 1362, amended budget		
BUDGETARY IMPACT:	Required Expenditure:	\$38,250.00	
	Amount Budgeted:	0.00	
	Appropriation Required:	0.00	

CITY MANAGER APPROVAL:	
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SUMMARY: At their July 7 th meeting, the Brady Economic Development Corporation approved an amendment to their Fiscal Year 2023 meeting, reducing their contribution to administration to the City of Brady in the amount of \$3,750, and adding contribution to the Chamber of Commerce for administrative services in the amount of \$7,000 and an expenditure to the City of Brady for Civic Center debt obligation in the amount of \$35,000.
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RECOMMENDED ACTION: Mayor Pro Tem will ask: “Madam City Secretary please read the Ordinance Preamble for the record in accordance with the City Charter.” (City Secretary reads preamble) Mayor Pro Tem calls for a Motion: Do I have a Motion to approve the first reading of Ordinance 1362

ORDINANCE NO. 1362

**AN ORDINANCE OF THE CITY OF BRADY, TEXAS APPROVING AMENDMENT TO
BRADY TYPE B ECONOMIC DEVELOPMENT CORPORATION FOR FISCAL YEAR
2022-2023 BUDGET TO INCLUDE ADMINISTRATION SERVICES AND CIVIC
CENTER DEBT OBLIGATION.**

WHEREAS, both the Brady Type B Economic Development Corporation and the City Council of the City of Brady, Texas have approved a contract for services with the Brady/McCulloch County Chamber of Commerce; and

WHEREAS, both the Brady Type B Economic Development Corporation and the City of Brady entered into an agreement for repayment of Civic Center Debt;

WHEREAS, such allocations were not included in the original budget for the Brady Type B Economic Development Corporation FY 2022-2023; and

WHEREAS, the Brady Type B Economic Development Corporation Board has approved the inclusion of these allocations through a budget amendment, subject to the approval of this City Council.

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
BRADY TEXAS** that the Brady Type B Economic Development Corporation FY 2022-2023 Budget be amended in accordance with the Budget as shown in Attachment A, which is hereby incorporated herein for all purposes.

APPROVED UPON FIRST READING THIS THE 18th DAY OF JULY, 2023.

**APPROVED UPON SECOND AND FINAL READING THIS THE 1ST DAY OF
AUGUST, 2023.**

Aaron Garcia, Mayor

ATTEST:

Tina Keys, City Secretary

Type B Economic Development Corporation
Fiscal Year 2022/2023 Proposed Budget

	2022/2023 Proposed	2022/2023 Amended
BEGINNING FUND BALANCE	430,087.72	620,652.42
<u>REVENUES</u>		
Corporation Sales Tax	230,000.00	250,000.00
Interest Income	8,000.00	8,000.00
Contract Income - Thomas	6,600.00	0.00
Contract Income- T Byrds	3,500.00	3,500.00
Contract Income- Mexico City Café	7,450.00	7,450.00
Contract Income- Hofstetter Petroleum	14,750.00	14,750.00
Contract Income- Snap Fitness	8,200.00	4,100.00
Contract Income- Serenity Quilts	11,000.00	11,000.00
Contract Income- Brady Monument Works	7,800.00	6,400.00
Contract Income- Sandy's Kitchen	3,250.00	3,250.00
Contract Income- JK Awards	4,600.00	0.00
Reimbursements	0.00	0.00
380 Agreement- City of Brady	0.00	0.00
Sale of Fixed Asset	0.00	0.00
TOTAL REVENUES	305,150.00	308,450.00
TOTAL AVAILABLE FUNDS	735,237.72	929,102.42
<u>EXPENDITURES</u>		
<u>Contract Services</u>		
Marketing FY 21	0.00	0.00
Marketing FY 22	10,000.00	0.00
Marketing FY 23	23,000.00	10,000.00
Professional/Legal Fees	15,000.00	10,000.00
Audit	5,300.00	5,300.00
Contract for Services- City of Brady	15,000.00	11,250.00
Contract for Services- Chamber of Commerce	0.00	7,000.00
Community Development Civic Center	0.00	0.00
Obligation for Civic Center Debt	0.00	35,000.00
TOTAL Contract Services	68,300.00	78,550.00
<u>Supplies/Repair/Expenses</u>		
Travel and Training*	10,000.00	3,000.00

Qualified Projects		
Serenity Quilts	0.00	0.00
Youngblood Tire	0.00	0.00
Brady Monument Works	0.00	0.00
Sandy's Kitchen	0.00	43,000.00
Clean Up Projects	0.00	0.00
Odyssey Manufacturing	0.00	250,000.00
Parks Master Plan	20,000.00	20,000.00
Insurance	5,000.00	0.00
EDC Incentive Program	75,000.00	75,000.00
TOTAL Supplies/Repair/Expenses	110,000.00	391,000.00
 TOTAL EXPENDITURES	 178,300.00	 469,550.00
 REVENUE OVER/(UNDER) EXPENDITURES	 126,850.00	 -161,100.00
Transfer out to USDA Loan Fund	0.00	0.00
Transfer in from USDA Loan Fund	50,000.00	0.00
 Projected Ending Fund Balance	 606,937.72	 459,552.42

* See supporting pages

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	7/18/2023	AGENDA ITEM	7.E.
AGENDA SUBJECT:	Discussion, consideration and possible action regarding sale of Dodge Heights lots.		
PREPARED BY:	E. Corbell	Date Submitted:	07/14/2023
EXHIBITS:	Payment Spreadsheet		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			

SUMMARY: <p>Dodge Heights lease holders have received their notices of appraised values and are declaring their intentions of purchasing their leased lots. At the July 5 City Council meeting, council members expressed a desire to see what payment options may look like for the purchases if leaseholders were to pay out the fair market value of the lots through the city.</p> <p>Staff has created a chart showing what the payments would be for the currently leased lots at non-interest bearing payments and with interest payments, as well.</p>
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RECOMMENDED ACTION: <p>Direct staff as desired</p>
--

No Interest				7% Interest Current Mortgage Rate			
Block-Lot	FMV	Annual Cost	Monthly PMT Five Year Payout		Annual Cost	Monthly PMT Five Year Payout	Total Amount Collected
1-1	\$2,539	\$508	\$42.32		\$603.30	\$50.28	\$3,016.51
1-3	\$4,929	\$986	\$82.15		\$1,171.20	\$97.60	\$5,856.01
1-4	\$2,820	\$564	\$47.00		\$670.07	\$55.84	\$3,350.36
1-5	\$5,421	\$1,084	\$90.35		\$1,288.11	\$107.34	\$6,440.54
1-6	\$4,592	\$918	\$76.53		\$1,091.13	\$90.93	\$5,455.63
1-7	\$8,178	\$1,636	\$136.30		\$1,943.21	\$161.93	\$9,716.05
1-8	\$5,715	\$1,143	\$95.25		\$1,357.97	\$113.16	\$6,789.83
1-9	\$5,724	\$1,145	\$95.40		\$1,360.10	\$113.34	\$6,800.52
1-10	\$5,741	\$1,148	\$95.68		\$1,364.14	\$113.68	\$6,820.72
1-12	\$3,199	\$640	\$53.32		\$760.13	\$63.34	\$3,800.64
1-14	\$5,646	\$1,129	\$94.10		\$1,341.57	\$111.80	\$6,707.85
1-15	\$5,862	\$1,172	\$97.70		\$1,392.90	\$116.07	\$6,964.48
1-16	\$3,148	\$630	\$52.47		\$748.01	\$62.33	\$3,740.05
1-17	\$5,561	\$1,112	\$92.68		\$1,321.37	\$110.11	\$6,606.87
1-18	\$6,226	\$1,245	\$103.77		\$1,479.39	\$123.28	\$7,396.94
1-19	\$6,312	\$1,262	\$105.20		\$1,499.82	\$124.99	\$7,499.11
1-20	\$3,019	\$604	\$50.32		\$717.36	\$59.78	\$3,586.79
1-21	\$6,856	\$1,371	\$114.27		\$1,629.08	\$135.76	\$8,145.42
2-1	\$3,386	\$677	\$56.43		\$804.56	\$67.05	\$4,022.81
2-2	\$3,463	\$693	\$57.72		\$822.86	\$68.57	\$4,114.29
2-4	\$4,117	\$823	\$68.62		\$978.26	\$81.52	\$4,891.29
2-5	\$4,488	\$898	\$74.80		\$1,066.41	\$88.87	\$5,332.07
2-6	\$2,023	\$405	\$33.72		\$480.69	\$40.06	\$2,403.47
2-7	\$1,492	\$298	\$24.87		\$354.52	\$29.54	\$1,772.60
2-8	\$1,490	\$298	\$24.83		\$354.05	\$29.50	\$1,770.23
2-9	\$1,782	\$356	\$29.70		\$423.43	\$35.29	\$2,117.14
2-10	\$2,478	\$496	\$41.30		\$588.81	\$49.07	\$2,944.04
2-11	\$4,668	\$934	\$77.80		\$1,109.18	\$92.43	\$5,545.92
2-12	\$4,659	\$932	\$77.65		\$1,107.05	\$92.25	\$5,535.23
2-13	\$4,541	\$908	\$75.68		\$1,079.01	\$89.92	\$5,395.03
2-15	\$3,159	\$632	\$52.65		\$750.62	\$62.55	\$3,753.12
3-1	\$4,202	\$840	\$70.03		\$998.46	\$83.20	\$4,992.28
3-2	\$4,427	\$885	\$73.78		\$1,051.92	\$87.66	\$5,259.59
3-5	\$4,989	\$998	\$83.15		\$1,185.46	\$98.79	\$5,927.29
3-6	\$2,658	\$532	\$44.30		\$631.58	\$52.63	\$3,157.90
3-7	\$5,743	\$1,149	\$95.72		\$1,364.62	\$113.72	\$6,823.10
	\$155,253	\$31,051	\$2,588		\$36,890.35	\$3,074.20	\$184,451.73

Center Center Meals Served
Director Rosie Aguirre
Monthly Report October 2022-September 2023

SERVICES	FISCAL YEAR 2022-2023												
	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	APR	MAY	JUNE	JULY	AUG.	SEPT.	To Date Total
Days Meals Served	20	19	20	21	19	22	21	20	22	22	21	21	248
Average Daily Meals													
Meals @ Sunset Center	454	429	456	461	433	550	503	617	625				4,528
Home Delivered Meals	669	697	692	679	660	989	853	984	925				7,148
Total Meals	1,123	1,126	1,148	1,140	1,093	1,539	1,356	1,601	1,550	-	-	-	11,676
Closed Oct. 12-Columbus Day				Closed Good Friday									
Closed Nov. 26 & 27 for Thanksgiving, Nov. 11 Veteran's Day				Closed Memorial Day			Closed (Labor Day)						
Closed for Christmas				Closed July 4th									
Closed Jan. 1st - New Years Day													
Closed Feb.													

SERVICES	FISCAL YEAR 2021-2022												
	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	APR	MAY	JUNE	JULY	AUG.	SEPT.	To Date Total
Days Meals Served	22	18	20	22	19	22	21	20	22	22	21	21	250
Average Daily Meals													
Meals @ Sunset Center	521	486	525	453	327	505	406	462	554	465	515	495	5,714
Home Delivered Meals	686	651	672	630	408	769	694	696	704	635	845	682	8,072
Total Meals	1,207	1,137	1,197	1,083	735	1,274	1,100	1,158	1,258	1,100	1,360	1,177	13,786
Closed Oct. 14-Columbus Day				Closed Good Friday									
Closed Nov. 28 & 29 for Thanksgiving, Nov. 11 Veteran's Day				Closed Memorial Day			Closed (Labor Day)						
Closed for Christmas				Closed July 4th									
Closed Jan. 1st - New Years Day													
Closed Feb.													

Brady Municipal Golf Course
 Monthly Report
 FY 2023

Item	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL
Rounds	368	69	57	95	114	180	259	246	341				1729
Green Fees	\$ 2,190.00	\$ 985.00	\$ 886.00	\$ 1,582.00	\$ 1,978.00	\$ 3,305.00	\$ 3,938.00	\$ 3,700.00	\$ 4,594.00				\$ 23,158.00
Membership Rounds	368	197	177	271	277	340	369	355	308				2662
Student Rounds	22	2	9	27	16	154	57	121	49				457
Total Rounds	546	268	243	393	407	674	685	722	698				4636
Trail Fee	0	0											0
Trail Fee Revenues	\$ -	\$ -											\$ -
Cart Rentals	154	61	39	99	83	163	211	248	240				1298
Cart Revenue	\$ 2,376.73	\$ 962.05	\$ 704.60	\$ 1,639.56	\$ 1,476.91	\$ 2,926.80	\$ 3,617.84	\$ 4,403.71	\$ 4,281.75				\$ 22,389.95
Cart Shed Rental													
Vending Revenue	\$ 1,103.53	\$ 148.45	\$ 303.62	\$ 778.99	\$ 1,064.50	\$ 1,184.08	\$ 2,625.20	\$ 1,672.70	\$ 2,059.34				\$ 10,940.41
Memberships	71	22	29	24	33	28	40	31	32				310
Membership Fees	\$ 19,860.00	\$ 2,985.00	\$ 1,435.00	\$ 2,345.00	\$ 1,945.00	\$ 1,810.00	\$ 1,660.00	\$ 1,410.00	\$ 1,410.00				\$ 34,860.00
Driving Range	26	17	11	34	49	73	81	36	51				378
Range Revenue	\$ 96.04	\$ 56.16	\$ 44.80	\$ 144.50	\$ 170.97	\$ 322.00	\$ 316.26	\$ 131.90	\$ 175.30				\$ 1,457.93
Misc.	\$ -												\$ -
Total Revenue	\$ 25,626.30	\$ 5,136.66	\$ 3,374.02	\$ 6,490.05	\$ 6,635.38	\$ 9,547.88	\$ 12,157.30	\$ 11,318.31	\$ 12,520.39	\$ -	\$ -	\$ -	\$ 92,806.29

None of the above figures includes sales tax

Item	FY 2023
Rounds	
Green Fees	
Membership Rounds	
Student Rounds	
Total Rounds	
Trail Fee	
Trail Fee Revenues	
Cart Rentals	
Cart Revenue	
Cart Shed Rental	
Vending Revenue	
Memberships	
Membership Fees	
Driving Range	
Range Revenue	
Misc.	
Total Revenue	\$ -

GOLF COURSE - 05

Date	Cash Gross Sales	Cash Taxable Sales	Credit Gross Sales	Credit Taxable Sales
6/1/2023	\$102.58	\$63.08	\$92.52	\$60.02
6/2/2023	\$68.38	\$51.88	\$118.20	\$64.20
6/3/2023	\$58.89	\$35.89	\$352.31	\$142.31
6/4/2023	\$231.58	\$140.83	\$509.60	\$265.85
6/5/2023	\$51.65	\$29.65	\$172.84	\$104.84
6/6/2023	\$41.08	\$28.83	\$212.38	\$106.38
6/7/2023	\$88.13	\$42.88	\$155.74	\$96.24
6/8/2023	\$13.90	\$7.15	\$118.37	\$73.37
6/9/2023	\$103.10	\$66.35	\$83.28	\$58.03
6/10/2023	\$278.54	\$140.04	\$547.87	\$264.12
6/11/2023	\$358.44	\$162.94	\$489.94	\$212.69
6/12/2023	\$112.65	\$70.40	\$88.54	\$54.04
6/13/2023	\$119.62	\$57.12	\$196.99	\$138.49
6/14/2023	\$25.36	\$10.86	\$286.57	\$186.07
6/15/2023	\$34.68	\$16.68	\$171.13	\$117.63
6/16/2023	\$33.80	\$18.55	\$259.11	\$125.61
6/17/2023	\$97.69	\$32.19	\$462.15	\$189.15
6/18/2023	\$249.10	\$77.10	\$704.77	\$326.77
6/19/2023	\$60.94	\$8.94	\$4.00	\$3.00
6/20/2023	\$637.82	\$12.32	\$24.38	\$21.38
6/21/2023	\$37.60	\$15.60	\$0.00	\$0.00
6/22/2023	\$178.25	\$97.25	\$337.16	\$226.16
6/23/2023	\$51.67	\$21.67	\$183.40	\$74.90
6/24/2023	\$196.91	\$88.91	\$304.00	\$148.25
6/25/2023	\$112.42	\$26.92	\$412.52	\$199.27
6/26/2023	\$27.14	\$17.14	\$222.40	\$128.40
6/27/2023	\$70.06	\$42.06	\$95.73	\$57.73
6/28/2023	\$34.24	\$13.24	\$24.62	\$1.62
6/29/2023	\$68.12	\$27.12	\$78.55	\$37.55
6/30/2023	\$154.83	\$88.83	\$283.36	\$118.36
Total	\$3,699.17	\$1,512.42	\$6,992.43	\$3,602.43

Manager Signature

Total Gross Sales: \$10,691.60

TO: BRADY CITY COUNCIL
FROM: RANDY BATTEN, CHIEF OF POLICE
THROUGH: ERIN CORBELL, CITY MANAGER



**SUBJECT: MONTHLY POLICE REPORT
FISCAL YEAR 2022-2023**

Through: ERIN CORBELL, CITY MANAGER													
				2023									
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Person Crimes	26	16	31	14	9	21	21	18	22				178
Property Crimes	16	14	17	22	20	26	21	28	22				186
Narcotics Crimes	7	20	13	22	5	14	2	10	12				105
Disturbances	52	59	54	58	48	36	33	50	50				440
Felony Arrests	9	17	10	13	16	33	11	11	9				129
Misdemeanor Arrests	23	27	34	32	5	16	16	28	29				210
Suspicious Person/Vehicle	42	37	63	57	27	47	50	54	44				421
Bldg. Checks	68	48	130	184	257	183	201	162	120				1353
Mental Health	10	9	10	16	20	11	15	10	15				116
Felony Warrant	4	4	0	7	13	14	9	7	2				60
Misd. Warrant	16	6	4	17	1	6	6	9	6				71
DWI	3	5	4	0	0	1	2	0	5				20
Alarms	13	11	18	14	9	13	12	21	12				123
Agency Assist	29	42	40	42	25	32	32	43	46				331
Public Assist	40	37	40	44	27	42	30	52	43				355
Escorts	11	11	3	7	0	9	8	9	2				60
M.I.'s	84	48	62	74	40	74	76	112	92				662
Follow- up's	20	20	20	20	37	37	69	28	18				269
Traffic Control	8	2	7	8	3	7	4	8	7				54
Close Patrols	67	54	83	66	137	90	77	105	74				753
Civil Matters	25	25	20	22	22	21	27	48	18				228
Juvenile	5	3	11	40	1	10	10	12	15				107
Crash Investigation	18	4	8	6	4	4	6	6	13				69
Welfare Concern	24	25	33	49	24	28	30	27	23				263
Information	22	50	25	22	41	43	49	42	31				325
Death Calls	0	0	3	3	5	5	4	0	1				21
Verbal Warnings	114	81	223	92	140	191	137	135	147				1260
Written Warnings	63	102	14	132	8	12	16	16	10				373
Citations	92	63	66	68	66	67	58	55	58				593
	0	0											0
Reports/Supplements	51	58	60	73	30	99	83	64	66				584
Total Calls	962	898	1106	1224	1040	1192	1115	1170	1012	0	0	0	9719

MAY	JUNE	JULY	AUG	SEPT	TOTALS	
111	93					RUNS
47	37					INSURANCE
50	41					ALS
48	46					BLS
4	6					ALS FALL
18	10					BLS FALL
14	23					TRAUMA
2	0					TRAUMA DEATH
2	1					D.O.A.
0	2					M.V.A. CITY
6	1					M.V.A. COUNTY
5	1					FIRE CITY
2	9					FIRE COUNTY
0	1					HELICOPTER
0	0					HELICOPTER REFUSAL
18	18					COUNTY CALLS
2	1					CANCEL
0	0					TRANSFER
44	40					REFUSAL
0	0					GAS LEAK
3	2					MEDICAL ALARM
3	0					FIRE ALARM
1	0					LIFT ASSIST
32	23					OVER 20 MINUTES
1	1					OTHER
2	2					B.V.F.D. CITY
8	10					B.V.F.D. COUNTY

2023 RUNS

Fire/EMS Monthly Reports:	2022	2022	2022	2023	2023	2023	2023	2023	2023	2023	2023	2023	TOTALS
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
<u>County calls:</u>	17	22	16	26	15	16	14	18	18				
EMS	13	20	16	20	15	13	10	7	9				
Fire	4	2	0	6	4	3	4	2	9				
Misc.	0	0	0	0	0	0	0	0	0				
County Totals:	17	22	16	26	19	16	14	18	19				
<u>City calls:</u>	55	88	83	81	69	61	67	93	75				
EMS	50	85	75	72	65	57	63	92	73				
Fire	5	3	8	7	2	4	4	2	1				
Misc.	0	0	0	2	1	0	0	1	1				
Transports requested by HOT:	0	2	0	0	1	0	0	0	0				
City Totals:	55	88	83	81	69	61	67	93	75				
Grand TOTAL (City and County Calls):	72	110	99	107	88	77	81	111	93				
<u>BVFD Response to City/County Calls:</u>	2	2	6	27	10	2	2	2	12				
EMS	0	0	3	23	6	1	1	2	3				
Fire	2	2	3	4	4	1	1	0	9				
Misc.	0	0	0	0	0	0	0	1	0				
TOTAL:	2	2	6	27	10	2	2	5	12				
<hr/>													
<u>Wrecks and Transport are counted in the Fire/EMS calls above:</u>													
County:	4	5	1	5	4	2	2	6	1				
Wrecks	4	5	1	5	4	2	2	6	1				
Transport to Hospitals	0	2	2	4	6	4	2	0	1				
City:	4	0	1	0	2	1	2	0	2				
Wrecks	4	0	1	0	0	1	2	0	2				
Transport to Hospitals	1	0	0	0	0	1	7	0	1				
BVFD: (respond with City and County calls)	2	0	0	20	0	2	2	2	3				
Wrecks	0	5	0	5	0	0	1	0	1				
Transport to Hospitals	0	2	0	5	0	0	1	0	1				

TO: BRADY CITY COUNCIL
FROM: Letha Moore Customer Service Billing Manager
THROUGH: Erin Corbel, CITY MANAGER

SUBJECT: MONTHLY ANIMAL CONTROL REPORT
FISCAL YEAR 2022-2023

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Number of Calls	78	88	81	87	40	95	106	159	143				877
Feral Cats Picked Up	6	13	8	8	0	15	29	58	20				157
Stray Dogs Picked Up	19	14	18	31	36	22	14	17	24				195
Owner Surrendered Dogs	0	3	0	0	2	1	0	1	0				7
Owner Surrendered Cats	0	0	0	0	0	0	0	0	0				0
Bite Reports	0	0	0	0	0	0	1	0	0				1
Dogs Deemed Dangerous	0	0	0	0	0	0	0	0	0				0
Hit by Car Picked Up	1	1	0	0	0	0	0	0	0				2
Owner Reclaims	7	3	3	2	2	3	4	5	7				36
Euthanized Total	4	2	3	8	0	4	11	9	11				52
Rescue Pull Total	9	14	5	15	12	12	40	61	2				170
Wildlife Pick Up	0	1	0	1	1	0	1	3	0				7
Quarantine	0	0	0	0	0	0	0	0	0				0
Shelter Intake Total	25	27	18	31	36	37	43	75	0				292
Roadkill	4	1	0	5	1	2	3	4	0				20
Citations	0	1	0	0	0	3	0	2	0				6
Warnings	0	1	1	3	0	3	0	1	0				9
Adoptions	0	0	0	1	0	0	0	0	1				2
Total Calls	78	88	81	105	90	197	252	236	65	0	0	0	1192

Building Permit Department
Monthly Report
FY 2023

7-5, 2023

SD.

Item	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Total
Commercial Acc Structure	0	1	2	1	0							1							
Commercial Addition	4	1	4	2	1			3		1	1	1							
Commercial Electrical	9	11	12	12	15		2	4	2					3					
Commercial Gas	3	1	1	0	0														
Commercial Mechanical/HVAC	5	4	7	6	10		3		1				1						
Commercial Plumbing	10	15	9	21	20		3	2	2		1	1	4	1	8				
Commercial Remodel	3	5	3	5	9				1		1			2					
Commercial Demolition	1	0	0	1	3			2						1					
Commercial Sign	5	1	4	1	2		1					1							
Commercial Screening	0	0	0	0	0														
Commercial Cert of Occupancy	6	9	8	14	25		3	3		1									
Customer Service Inspection	6	1	1	1	0														
PZ-Subdivision	0	1	0	0	5														
PZ-Zoning Request	6	1	1	1	7				1		2		1						
Driveway/ Curb Cut	2	1	0	3	2					1				2					
Residential Accessory Bldg.	6	2	8	7	11					1		1	1	1					
Residential Additions	6	7	6	2	3		2			1		3	1	2					
Residential Demolition-Owner	1	2	0	0	1			1					1						
Residential Demolition-City	0	0	0	0	0														
Residential Electrical	51	46	80	61	74		7	4	3	4	5	5	14	14	11				
Residential Fence	11	9	12	13	19		2	1	1		4	3	5		3				
Residential Gas	16	16	2	4	1														
Residential Mechanical/HVAC	12	13	28	17	13		1		1	2	1	2		2	1				
New Residential Bldg	3	0	1	2	1					1									
Residential Plumbing	31	29	73	65	82		10	8	3	15	7	4	11	13	10				
Residential Remodel	7	10	22	13	24		2	1	2	1	4	4	5	5	5				
Special Use	10	14	14	40	53		7	3	3	5	5	2	9	12	4				
Monthly Total	213	200	299	292	381		43	30	21	31	32	25	54	56	48				

Code Enforcement
Monthly Case Load
FY 2023

7-5, 2023

SP

Violations

Violation	FY18	FY19	FY20	FY21	FY22	FY23
Background Info Cases	6	0	0	0	0	
Building Code Violations	6	1	0	0	2	
Dangerous Premises	17	1	3	1	11	
Depositing, Dumping, Burning	5	0	4	0	9	
Home Occupation Violation	0	0	0	0	0	
Junk and Unsightly Matter	65	106	65	101	60	
Junked Vehicle, Nuisance	20	85	49	66	52	
Minimum Housing Standards	15	10	0	0	6	
Noise Prohibited, Animals	0	7	5	0	2	
Non-Residential Open Storage	0	0	0	0	0	
Obstruction of Drainageway	0	0	0	0	0	
Permit Required	1	2	0	0	2	
Pool Enclosure	1	0	0	0	0	
Posting Signs on Poles	0	0	0	0	0	
Posting Signs on Public Property	0	0	0	0	0	
Acc. Bldg. prohibited in front yd	0	0	0	0	0	
Refrigerators and Air Tight Containers	1	0	0	0	3	
Residential Open Storage	3	3	2	1	1	
Residential Setbacks	1	0	0	0	0	
Residential RVs - No Residence	1	1	3	0	5	
Sight Visibility	0	0	1	0	0	
Unsanitary Conditions	8	0	3	2	30	
Weeds and Vegetation	49	68	28	43	35	
Abandon Vehicle					2	
Parking in Alley					2	
Parking of Large Trucks, Trailers...					2	
Parking 72 hrs Prohibited					9	
Garbage, Tires					15	
Cover Securely					1	
Meter Tampering/damage fees					2	
Utilities Disc. for Plumbing violations					1	
Keeping Roosters prohibited						
RVs and Travel Trailers No Allowed						
Keeping Animals in Front Yard						
Zoning Ord. Use Regs Violations	2	0	0	0	1	
Monthly Totals	201	284	163	221	253	

Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Totals
2	1											
1	2				4	4	2	1				
2	6	2		1	10	4	3	3				
1		1	1		5		1	5				
	6			3	1	3						
2												
	1	1										
1	2											
1	3	2	1	3	2	1	1					
2	3		1	4	9	3	4	4				
1												
1												
	2						2	1				
1	1								1			
1									1			
									1			
14	30	5	3	15	32	13	12	15				

Cases

Open Cases at the start of month	659	611	425	636	476	
Complaints	65	11	2	1	18	
Pro-Active - Self Initiated	63	168	111	151	131	
Total New Cases	127	179	113	151	148	
Inspections Preformed				236		
Closed Cases	104	238	57	133	173	
Citations	19	1	7	4	12	
Open Cases at the end of month	683	552	564	621	451	

37	33	38	23	18	19	26	26	25				
4	0	2	1	2	6	0	2	2				
1	10	1	0	3	6	4	4	6				
5	10	3	1	5	12	4	6	8				
86	58	30	12	30	35	19	27	31				
9	5	18	6	4	5	4	7	3				
1	4	1	2	0	0	3	3	2				
33	38	23	18	19	26	26	25	30				

Utility Inspections	238	201	187	208	221	
	17	12	6	12	6	6

17	12	6	12	6	6	14	23	12				
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Municipal Court Monthly Report
JUNE 2023

Criminal Section	Traffic			Traffic Non-Traffic		
	Non-Parking	Traffic Parking	City Ordinance	Penal Code	Non-Traffic State Law	City Ordinance
1. Total Cases Pending First of the Month:	2,910	1	0	1,392	9	90
a. Active Cases	1,699	1	0	968	6	79
b. Inactive Cases	1,211	0	0	424	3	11
2. New Cases Filed	70	0	0	21	1	2
3. Cases Reactivated	39	0	0	25	0	0
4. All other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket	1,808	1	0	1,014	7	81
6. Dispositions Prior to Court Appearance or Trial:						
a. Uncontested Dispositions	34	0	0	7	0	0
b. Dismissed by Prosecution	1	0	0	13	0	0
7. Dispositions at Trial:						
a. Convictions:						
1) Guilty Plea or Nolo Contendere	2	0	0	1	0	0
2) By the Court	0	0	0	0	0	0
3) By the Jury	0	0	0	0	0	0
b. Acquittals:						
1) By the Court	0	0	0	0	0	0
2) By the Jury	0	0	0	0	0	0
c. Dismissed by Prosecution	8	0	0	13	0	0
8. Compliance Dismissals:						
a. After Driver Safety Course	2					
b. After Deferred Disposition	1	0	0	0	0	0
c. After Teen Court	0	0	0	0	0	0
d. After Tobacco Awareness Course				0		
e. After Treatment for Chemical Dependency				0	0	
f. After Proof of Financial Responsibility	2					
g. All other Transportation Code Dismissals	2	0	0	0	0	0
h. All other Dispositions	0	0	0	0	0	0
10. Total Cases Disposed	52	0	0	34	0	0
11. Cases Placed on Inactive Status	60	0	0	6	0	3
12. Total Cases Pending End of Month:	2,928	1	0	1,379	10	92
a. Active Cases	1,696	1	0	974	7	78
b. Inactive Cases	1,232	0	0	405	3	14
13. Show Cause Hearings Held	4	0	0	2	0	1
14. CasesAppealed:						
a. After Trial	0	0	0	0	0	0
b. Without Trial	0	0	0	0	0	0
Additional Activity		Total				
Cases in Which a Fine and Court Costs Satisfied by Community Service						
a. Partial Satisfaction		7				
b. Full Satisfaction		2				
Cases in Which Fine and Court Costs Satisfied by Jail Credit		4				
Cases in Which Fine and Court Costs Waived for Indigency		0				
Amount of Fines and Court Costs Waived for Indigency		\$0.00				
18. Fines, Court Costs and Other Amounts Collected:						
a. Kept By City		\$10,071.25				
b. Remitted to State		\$5,177.64				
c. Total		\$15,248.89				
Arrest Warrants Issued		91				

Civil Section	Total Cases
1. Total Cases Pending First of Month	311
a. Active Cases	267
b. Inactive Cases	44
2. New Cases Filed	2
3. Cases Reactivated	0
4. All other Cases Added	0
5. Total Cases On Docket	269
6. Uncontested Civil Fines or Penalties	0
7. Default Judgments	0
8. Agreed Judgments	0
9. Trial/Hearing by Judge/Officer	0
10. Trial By Jury	0
11. Dismissed for Want of Prosecution	0
12. All Other Dispositions	0
13. Total Cases Disposed	0
14. Cases Placed on Inactive Status	0
15. Total Cases Pending End of Month:	313
a. Active Cases	269
b. Inactive Cases	44
16. CasesAppealed:	
a. After Trial	0
b. Without Trial	0

Juvenile/ Minor Activity	Total
1. Transportation Code Cases Filed	2
2. Non-driving Alcoholic Beverage Code Cases Filed	2
3. Driving Under the Influence of Alcohol Cases Filed	0
4. Drug Paraphernalia Cases Filed	0
5. Tobacco Cases Filed	0
6. Truancy Cases Filed	0
7. Education Code (Except Failur to Attend) Cases Filed	0
8. Curfew	0
9. All other Non-Traffic Fine- Only Cases Filed	0
10. Transfer to Juvenile Court:	
a. Mandatory Transfer	0
b. Discretionary Transfer	0
11. Accused of Contemp and Referred to Juvenile Court	0
12. Held in Contempt by Criminal Court	0
13. Juvenile Statement Magistrate Warning:	
a. Warnings Administered	0
b. Statements Certified	0
14. Detention Hearings Held	0
15. Orders for Non-Secure Custody Issues	0
16. Parents Contributing to Nonattendance Cases Filed	0

Presiding Judge: Justin Tyler Owens

Prepared by Court Clerk Valerie Gonzalez
Official Report Submitted to The Office of Court Administration 07-12-2023