



CITY OF BRADY COUNCIL AGENDA REGULAR CITY COUNCIL MEETING OCTOBER 17 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. October 17, 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 October 3, 2023
- B. Discussion, consideration and possible action regarding approval of **Resolution 2023-016** to enter into an agreement with the State of Texas through the Texas Department of Transportation for the temporary closure of roads around the courthouse square for the Christmas in the Heart Lighted Parade to be held on December 9, 2023 from approximately 3:00 p.m. until 6:30 p.m. and further keeping the east side of the square closed until 9:30 p.m. for the remainder of the Christmas in the Heart activities.
- C. Discussion, consideration and possible action for use of city streets and walking trail for 5k and 1 mile Turkey Trot to be held Thanksgiving morning, November 23, 2023 as requested by Charles Hodges

5. PRESENTATIONS

- Elizabeth Probst Proclamation

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 regarding the **first reading of Ordinance 1368** of the City of Brady, Texas to amend FY 2024 Budget transferring unfinished FY 2023 projects to the FY 2024 Budget cycle.
- B. Discussion, consideration and possible action regarding approval of Resolution 2023-017 approving the City's Investment Policy and appoint a Council Member to the FY 24 Investment Committee.
- C. Discussion, consideration and possible action on reviewing Chamber of Commerce tourism budget and request to keep excess tourism funds.
- D. Discussion, consideration and possible action on accepting bids for remodeled police department facility.
- E. Discussion, consideration and possible action to nominate members for the McCulloch County Appraisal District Board of Directors

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:**

November 7	Regular City Council Meeting, 6:00
November 10	Veteran's Day Holiday, City offices closed, altered trash schedule
November 21	Regular City Council Meeting, 6:00
November 23	HAPPY BIRTHDAY JEFFREY SUTTON
Nov. 23, 24	Thanksgiving Holiday, City offices closed, altered trash schedule

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

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

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

12. ADJOURNMENT

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

Tina Keys, City Secretary

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

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

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

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

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The City Council of the City of Brady, Texas met in a Regular Meeting on Tuesday October 3 2023 at 5:00 p.m. with Mayor Aaron Garcia presiding. Council Members present were Missi Elliston, Larry Land, Gabe Moreno, Felix Gomez, Jr. and Jeffrey Sutton. City staff present were Public Works Director Steven Miller, Police Chief Randy Batten, City Attorney Sharon Hicks and City Secretary Tina Keys. Also in attendance were John Quinn, Ed Hernandez, David Brown, Angie Turner, Paul Willis, Karen Jacoby, Shiela Hemphill, Gregg Smith, Charles Bush, Julia McAnelly, Jan Tindol, and Jimmy Tindol.

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

Mayor Garcia called the meeting to order at 5:00 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

There were no public comments

4. CONSENT AGENDA

- A. Approval of Minutes for Regular and Work Session Meetings on September 19, 2023

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

5. PRESENTATIONS:

- Domestic Violence Awareness proclamation – Mayor Garcia reviewed

6. PUBLIC HEARINGS AND INDIVIDUAL CONCERN ON PUBLIC HEARING

There were no public hearings.

7. INDIVIDUAL CONCERN

- A. Discussion, consideration and possible action on authorizing the city manager to enter into agreements with Utility Services Co., Inc. of Perry, Georgia for ten (10) year tank maintenance contract as identified in FY2024 Budget Operations & Maintenance for Fund 30 Division 31 or Water Distribution. Steven Miller presented and introduced Greg Smith who told Council about the history of the company. Miller said TCEQ requires inspections of the tanks on an annual basis. Shiela Hemphill asked for a confirmation that fluoride will not be added to our water. Miller confirmed we do not add fluoride. Shiela wanted to refresh where we are on our radon situation. Mayor Garcia said that's not our agenda item so we cannot discuss. Shiela thought we could talk about a water issue. Council Member Ellison moved to authorize the City Manager to execute thirteen (13) – Service Contracts and Master Service Agreement with Utility Service Co., Inc., Perry, Georgia in an annual amount of \$114,147.00 for establishing a ten (10) year tank maintenance service agreement. The motion was seconded by Council Member Gomez. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.

B. Discussion regarding concerns about drug issues in Brady as requested by Angie Turner. Angie Turner said she was raised in Brady and is blessed to be in this community. There has been a decline in our community due to drugs and destruction. Her house is on the edge of town, not in the city limits, and doesn't have close neighbors. There was a man with no shirt on staring at her when she went out to feed chickens. She called the law. Another time she found a man passed out in parking lot outside 7-11. She called the law. There was also a lady walking down highway 190 past the schools, they took her some water. It was clear she was on drugs. They found her later lying in a bar ditch and they called the law. Her father owned a rental property on W. White St. There was a major drug bust at that house made by DPS task force. There were a number of people squatting in the house. They finally got them removed and spent months cleaning up. Her parents sold rent houses. She has never seen activity like she is seeing by her place of employment. They use their hoses to bathe. They have found drug paraphernalia in the alley and around dumpster. Several times, Jordan Boggs was found asleep on the steps of the episcopal church. Every day it's something. Shady people up and down the streets and diving into dumpsters. A man was sent from homeland security to look at the issues. They installed additional locks and lighting. She almost ran over Kaitlyn Flynt. This child needs help. She can't even hardly speak. Our system is so crazy that she cannot be put somewhere. She has pulled into Sonic and is stared at by Gerard waving his hands, swatting in the air, and shooting the middle finger. Everyone says he's harmless, but he makes her uncomfortable. A neighbor spotted someone in the backyard. It was Misty Boggs. She had been asleep in the pasture and was probably headed to the park for her morning shower. The last thing happened at Goat Cook-off. She was up early getting the fire started when she heard a scream. She ran over. It was a young man convulsing and violently flopping all over the ground. There was a young woman trying to hold him down. She told Angie to back off and turn off the flashlight. That man died in front of her. He had ingested a large quantity of drugs, and nothing would have saved him. People will not continue to attend or participate in our events if this is what is happening at our Goat Cook-off. We did have tremendous law enforcement there. They would be willing to pay extra to bring in law enforcement to bring in dogs out there. Thankfully the motel across from Sonic was shut down and that will help, but they moved to Willie Washington and Richards parks. It's an eyesore. It needs to be torn down. This is not what we want in our community. It's not acceptable and it's not ok. She has friends who wanted to move here but now they're not going to because of the drug issues. Her sister comes here and is appalled. This didn't used to happen and there's no reason for it to happen. It's a vicious cycle. Very few do any time, and it's not enough. We have to provide legal services and psychological evaluations. Our DA needs to be replaced if she's not going to do anything about it. It doesn't do any good if they're on probation and still do drugs. It costs our county money and destroys our community. We need to stop the drugs from coming into our community. It can be stopped. We need to hire additional law enforcement and patrol those roads 24/7. We can get a lot of them. Stop them, pull them over. The word will get out that McCulloch County has zero tolerance. Ms. Turner asked council to please help do something. She knows they can't do everything. She's going to talk to the county commissioners as well. She wants to come together as a community and work on this. It's only getting worse. Mayor Garcia thanked Ms. Turner for sharing with us and said there's not anything we can tell you today other than we want to make this right. Our town does have a problem. We do have great police officers and a great police chief that all of us will stand behind. Mayor Garcia said he has spoken with Chief Batten and the City attorney and we're going to work on figuring out ways to get a handle on empty homes and issue criminal trespass violations. We want to make that standard. Shiela Hemphill said in 2003 we

had a death and the biggest thing was pot plants. They put together a cleanup in 2003 and put together a protocol to clean up the community. When people live amongst trash they're going to feel like trash and act like trash. In 2008 there was a successful effort to clean up the community. It was so effective. Mayor Garcia asked why it stopped. Shiela said the city needed marketing. James Stewart said what halted a lot back then was with the landfill, we got very close to overfilling the landfill and had to shut down. It was a massive, concerted effort that had a great impact. It can be done again. That was also the beginning of a big code enforcement effort. It can be resurrected but will take a legitimate community effort. Mayor Garcia said we want to attack this monster from trash to drugs. Chief Batten said this year we've had 150 arrests for narcotics, 536 disturbances, 160 mental health cases, 1511 verbal warnings..... over 600 suspicious persons and vehicles calls. We see it. They're out there, they're working. Angie Turner said we need more. The police department needs more help. We need more resources. PR bonds are too lenient. The paperwork isn't even finished, and the people are back on the street. Council Member Elliston said the laws on the books are actually impeding it too. They don't allow us to move people out. Angie said she hopes she didn't come across that she thinks the police department isn't doing their jobs. They are. Angie said there are people who need help but there are also people who refuse to work. Council Member Gomez thanked Angie. He said they fought against the problem with Bombay Street and they won. If every neighborhood and citizen continue to keep up the fight, we can clean up one neighborhood at a time. But PD can only do what they can do. Council Member Gomez said he reached out to the District Attorney but hasn't heard back. Angie said she also tried to call the District Attorney, twice,, but hasn't received a call back. Mayor Garcia said Council will discuss it and work with the judges and county commissioners and work together. Mayor Garcia said he would love to see something like a community clean-up day. Jimmy Tindol asked if Brady has considered using inmates for cleanup. Mayor Garcia said the City of Brady doesn't have inmates; the County has them, but they have used them. Council Member Elliston said it's not as big as it used to be. Jimmy Tindol said we could use them to clean up the roads around the lake. Attorney Sharon Hicks said the problem is there is no mental health program, there is no detox program. Mrs. Hicks said it's encouraging when citizens do call, but we don't have any mechanisms to deal with addiction. We need to work on changing state laws to make it to where we don't have to go through these rules when someone is living in your shed. Sharon Hicks also said the recent legislature took away curfew laws. Jimmy Tindol asked who do we need to contact to address it? Sharon said the state legislature. Mayor Garcia said we will do workshops with police department and see what we can do, and we will meet with city attorney to see if there are any laws we can work with to help so hopefully we can get something done. It takes all of us. Council Member Land said Angie did the right thing by coming in. He helps at the resource center and there is a flow through there. Council Member Elliston said she lives in that area too and sees it too.

8. STAFF REPORTS

A. Upcoming Special Events/Meetings:

October 9	Columbus Day Holiday, City offices closed, altered trash schedule
October 17	City Council Work Session – 5:00 p.m.
October 17	Regular City Council Meeting, 6:00
November 7	Regular City Council Meeting, 6:00
November 10	Veteran's Day Holiday, City offices closed, altered trash schedule

November 21	Regular City Council Meeting, 6:00
November 23	HAPPY BIRTHDAY JEFFREY SUTTON
Nov. 23 - 24	Thanksgiving Holiday, City offices closed, altered trash schedule

9. ANNOUNCEMENTS

There were no announcement.

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:

There was no Executive Session

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

None

12. ADJOURNMENT

There being no further business, Mayor Garcia adjourned the meeting at 6:08 p.m.

Aaron Garcia, Mayor

Attest: _____

Tina Keys, City Secretary

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	10/17/2023	AGENDA ITEM	4.B.
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding Resolution 2023-016 to enter into an agreement with the State of Texas through the Texas Department of Transportation for the temporary closure of roads around the courthouse square for the Annual Christmas in the Heart Lighted Parade to be held on December 9, 2023, from approximately 3:00 p.m. to 6:30 p.m. and further keeping the east side of the square closed until 9:30 pm for the remainder of the Christmas in the Heart activities		
PREPARED BY:	T. Keys	Date Submitted:	10/4/2023
EXHIBITS:	Resolution 2023-016 Request Letter		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			
<p>SUMMARY:</p> <p>In order to facilitate the Annual Christmas in the Heart celebration, the Brady/McCulloch County Chamber of Commerce is requesting the temporary use of designated streets in Brady on Saturday, December 9th, 3:00 p.m. until 9:30 p.m.</p>			
<p>RECOMMENDED ACTION:</p> <p>Move to approve Resolution 2023-016</p>			

RESOLUTION 2023-016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS TO ENTER INTO AN AGREEMENT WITH THE STATE OF TEXAS THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF US Highway 87 in Brady from High Street to the courthouse square, along with two-lane Ranch Road 714, and two-lane US Highway 190/and Highway 377 around the courthouse square from approximately 3:00 p.m. to 6:30 p.m. along with the east half of the square remaining closed until 9:30 p.m. on December 9, 2023 for the Annual Christmas in the Heart Lighted Parade.

WHEREAS, the City Council of the City of Brady in cooperation with the State of Texas for the safety and convenience of the traveling public request temporary closure of US Highway 87 in Brady from High Street to the Courthouse Square, along with two-lane Ranch Road 714, and two-lane US Highway 190/and Highway 377 around the courthouse square from approximately 3:00 p.m. to 6:30 p.m. on Saturday, December 9, 2023 and the east half of the square remaining closed until 9:30 pm. for the Annual Christmas in the Heart Lighted Parade; and

WHEREAS, the Christmas in the Heart Lighted Parade will be held within the City of Brady incorporated area from approximately 3:00 p.m. until 6:30 p.m. with festivities continuing on the east half of the square until 9:30 p.m. and the closure will be performed within the State's requirements; and

WHEREAS, the City Council authorizes the City staff to adjust or add any later road closures necessary to assist in this event; and

WHEREAS, the McCulloch County/Brady Chamber of Commerce respectfully requests the temporary closure of these state roads and city streets for the Christmas in the Heart Lighted Parade.

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

The City Council shall enter into an agreement with the State of Texas through the Texas Department of Transportation for the temporary street closure of US Highway 87 in Brady from High Street to the Courthouse Square, along with two-lane Ranch Road 714, and two-lane US Highway 190/and Highway 377 around the courthouse square from approximately 3:00 p.m. to 6:30 p.m. on Saturday, December 9, 2023 and the east half of the square remaining closed until 9:30 pm. for the Annual Christmas in the Heart Lighted Parade.

PASSED AND APPROVED this the _____ day of _____, 2023

CITY OF BRADY:

Aaron Garcia, Mayor

Attest: _____
Tina Keys, City Secretary



201 E. Main * P.O. Box 351 * Brady, TX 76825

325.597.2152 * fax 325.597.2068 * <http://bradytx.us>

October 4, 2023

Greg Cedillo, District
Engineer Texas Department
of Transportation
PO Box 1549
Brownwood, Texas 76801

Dear Mr. Cedillo,

The City of Brady, representing the Brady/McCulloch County Chamber of Commerce, respectfully requests the temporary closure of US Highway 87 in Brady from High Street to the courthouse square, along with two-lane Ranch Road 714, and two-lane US Highway 190/and Highway 377 around the courthouse square. All through lanes on these roads would be temporarily closed on Saturday, December 9, 2023 from approximately 3:00 p.m. to 6:30 p.m. for set up of participating events with Christmas in the Heart and our Annual Christmas in the Heart Lighted Parade.

Additionally, we would like to request that the east half of the square remain closed until 9:30 p.m. for the safety of the participants attending events associated with Christmas in the Heart.

Attached you will find a city map outlying the proposed route to be taken by the parade.

Law enforcement officers from the City of Brady Police Department and McCulloch County Sheriff's Office will be positioned along the route to assist in traffic control.

All preparations, before and after this event, will be done by local staff and volunteers. There will be no state equipment or manpower involved in this process. The parade is held to promote Brady and McCulloch County and brings tourists to our community for the weekend. This, in turn, will provide an economic boost to our hotels, restaurants, retail stores, and fuel providers.

At this time, it is unknown how many people will attend the parade.

If you have any questions, problems, or concerns, please do not hesitate to contact me.

Sincerely,

Erin Corbell
City Manager

Enclosure(s)

Tina Keys

From: Daniel Mendoza <daniel@bradytx.com>
Sent: Wednesday, September 27, 2023 3:35 PM
To: Tina Keys
Cc: jenna@bradytx.com
Subject: Road Closure

Tina,

I was wondering if you could put us down for a road closure on December 9th for Christmas in the Heart around the square. The parade will start by the old Super S building go up E Commerce Street and around the square back to Elm Street circle the square again and end at the Super S building. Floats will start lining up at around 5:45pm and the parade will start at dark which should be 6:00pm. The parade should only take about 30 minutes.

Daniel Mendoza

Executive Director Brady/McCulloch County Chamber of
Commerce & Economic Development Director
106 W Main St. Brady Tx, 76825
(325) 597-3491 | (325) 240-0870
daniel@bradytx.com
www.bradytx.com



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

AGENDA DATE:	10/17/2023	AGENDA ITEM	4.C.
AGENDA SUBJECT:	Discussion, consideration and possible action for use of City streets, parks and walking trail for a Thanksgiving Day Turkey Trot 5K/1M to be held on Thanksgiving, November 23, 2023 from 8:00 a.m. to 10:30 a.m. as requested by Charles Hodges		
PREPARED BY:	T. Keys	Date Submitted:	10/13/2023
EXHIBITS:	Request Letter Map		
BUDGETARY IMPACT:	Required Expenditure:	0.00	
	Amount Budgeted:	0.00	
	Appropriation Required:	0.00	
CITY MANAGER APPROVAL:			

SUMMARY:
Charles Hodges has requested the use of City streets along with Brady Creek Park and EO Martin Nature Trail, along with McMillian Baseball Complex for a Thanksgiving Day Turkey Trot 5K/1-mile Fun Run to be held on November 23, 2023 at 9:00 a.m. ending by 10:30 a.m.

RECOMMENDED ACTION:
Move to approve

Thanksgiving Day Turkey Trot Route Details

Please see the attached map for the course route for the Thanksgiving Day Turkey Trot 5K/1-mile Fun Run taking place on Nov. 23, 2023 at 8:00am. We should be finished no later than 10:30am.

Streets used: West Main; N. Cypress; Richards St.; Brady Creek Park and EO Martin Nature Trail; O.D. McMillan Baseball Complex; N. Church St.

Requested Street Closure: Intersection of W. Lockhart and N. Church, to be closed on East and West crossings.

The course will start on W. Main in front of TruCountry Inn, travel west to N. College, then back East to Richards St. to the Creek trail entrance ramp. We will run along the trail to the Nature Trail joiner and run around it to the VFW parking lot, cross Memory Lane to the Baseball Fields back to Memory Lane at the entrance to Richards Park. We will run east back to the Creek Trail to Richards St. We then run East to N. Church, crossing W. Lockhart to the finish line between TruCountry Inn and the Bus Station Antique store. The 5K and 1-mile course will overlap.

I will be utilizing volunteers to conduct any traffic control needed and will make local EMS and P.D. aware of event.

Local and holiday traffic should be minimally impacted for this event, and the only business impacted will be TruCountry Inn. I will coordinate with them and make it as easy on them as possible.





PROCLAMATION

Elizabeth Probst

WHEREAS, Elizabeth Probst is a 17-year-old student at Brady High School and a citizen of the City of Brady; and

WHEREAS, Elizabeth Probst, in July of 2023, competed with the Team USA rifle team earning her the 2023 Junior Olympic Women's Smallbore National Champion title in the Junior World Championships in Changwon, South Korea winning first place with a score of 591 out of a possible 600 and helped earn her team a bronze metal in small bore rifle; and

WHEREAS, Elizabeth Probst competed in the Junior Olympics in 2019 and won 3rd place in precision air and a first place title in smallbore in Colorado Springs, Colorado; and

WHEREAS, Elizabeth Probst helped her team win a national title at the 2022 Pardini Junior Air Rifle National Championship held in January 2022 in Ft. Wayne, Indiana; and

WHEREAS, Elizabeth Probst competed in the 2022 International Shooting Sports Foundation (ISSF) Junior World Championship in Cairo, Egypt and placed 25th in 50m rifle 3 position and 35th in 50m rifle prone; and

WHEREAS, Elizabeth Probst also earned gold at USA Shooting's 2023 National Junior Olympic Shooting Championships, held at the U.S. Olympic & Paralympic Training Center in Colorado Springs, Colorado in Women's Smallbore; and

WHEREAS, Elizabeth Probst competed in the Olympic tryouts in September 2023 in Fort Moore Georgia with the nation's best shooters of all age groups.; and

NOW, THEREFORE, BE IT PROCLAMED that I, Mayor Aaron Garcia, do hereby proclaim
October 17, 2023 as

Elizabeth Probst Day

in Brady, Texas and with this seal of the City of Brady, and on behalf of the City Council and citizens of Brady, I offer sincere congratulations and best wishes to Elizabeth Probst in all of her shooting endeavors.

Given under my hand and seal of office this _____ day of October, 2023.

Aaron Garcia, Mayor

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

AGENDA DATE:	10-17-2023	AGENDA ITEM	7.A.
AGENDA SUBJECT: Discussion, consideration and possible action regarding first reading of Ordinance 1368 of the City of Brady, Texas, to amend FY 2024 Budget transferring unfinished FY 2023 projects to the FY 2024 Budget cycle.			
PREPARED BY: Lisa McElrath		Date Submitted:	10-11-2023
EXHIBITS: Ordinance 1368 Exhibit A - Amendment Summary			
BUDGETARY IMPACT:		Required Expenditure:	\$7,327,345
		Amount Budgeted:	\$7,327,345
		Appropriation Required:	\$7,327,345
CITY MANAGER APPROVAL:			
SUMMARY:			
<p>Staff is requesting to roll-over projects or capital purchases that were approved and started or ordered in the FY 23 Budget cycle, but due to timing to coordinate with various agencies and professionals, and delays in product delivery, these projects/ purchases could not be fully completed in the FY 23 budget cycle.</p> <p>The Municipal Court is requesting a new budget in the amount of \$25,000 for roof repair to the building (10-5-17-306.00) identified this summer and discussed during the budget workshops with Council.</p> <p>The city budgets the total amount of funds available for the Drinking and Clean Water construction projects. The roll-over request of \$3,164,006 associated with the Drinking Water project reflects the budget funding that has not been spent as of fiscal year end 2023 and is available for spending in FY 2024. The Clean Water project reflects a balance of \$1,795,669 as of report date for roll-over. These two projects amount to 68% of the requested roll-over amount.</p> <p>\$108,535 in identified revenue resources that did not materialize in FY 23, and is now expected to be collected in FY 24- \$69,035 in grant funding and \$49,500 in trade in revenues that did not materialize in FY 23 will be rolled over as well.</p>			

RECOMMENDED ACTION:
<p>Mayor will ask: <u>"Madam City Secretary please read the Ordinance Preamble for the record in accordance with the City Charter."</u> "Secretary reads preamble"</p> <p>Mayor calls for a motion: Move to approve the first reading of Ordinance 1368.</p>

ORDINANCE NO. 1368

**AN ORDINANCE OF THE CITY OF BRADY, TEXAS AMENDING THE FISCAL
YEAR 2023-2024 BUDGET FOR MUNICIPAL PURPOSES:**

An ordinance amending the 2023-2024 Fiscal Year Budget as follows:

Transferring unfinished FY 2023 operational, capital and grant projects (\$2,367,670) to the FY 2024 Budget for municipal purposes;

Increasing the Water system construction budget by \$3,164,006 and increasing the Wastewater Treatment Plant construction budget by \$1,795,669, both funded by the Texas Water Development Board Drinking Water and Clean Water programs;

All items by Fund and Division are detailed by Exhibit A, attached.

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
BRADY TEXAS** that the FY 2023-2024 budget be amended accordingly.

APPROVED UPON FIRST READING THIS THE 17th DAY OF October 2023,

**APPROVED AND PASSED UPON SECOND READING THIS THE 7th DAY OF
November 2023.**

EFFECTIVE OCTOBER 1, 2023.

Aaron Garcia, Mayor

ATTEST:

Tina Keys, City Secretary

CITY OF BRADY**Ordinance 1368 - EXHIBIT A****Budget - FY 24 Amendment to roll-over items from FY 23 Budget - Summary****first reading 10-17-23****second reading 11-7-23****REVENUES****EXPENDITURES**

<u>REQUEST</u>	<u>AMOUNT</u> INC/(DEC)	<u>BUDGET NUMBER</u>	<u>BUDGET DESCRIPTION</u>	<u>AMENDED BUDGET</u>
GENERAL FUND -10				
Trade in police vehicle	\$ 9,500	10-4-08-899.00	Sale of Fixed Assets	\$ 9,500
Trade in ambulance	\$ 30,000	10-4-29-899.00	Sale of Fixed Assets	\$ 30,000
	<u><u>\$ 39,500</u></u>			
Delivery of a pickup for PPM	\$ 48,000	10-5-03-402.00	Capital Outlay- Vehicles	\$ 48,000
Delivery of 2 fleet vehicles with equipment	\$ 91,400	10-5-08-402.00	Capital Outlay- Vehicles	\$ 100,000
NEW REQUEST: roof repair - Municipal Court	\$ 25,000	10-5-17-306.00	Building	\$ 26,000
Delivery of a new Ambulance	\$ 257,420	10-5-29-402.00	Capital Outlay- Vehicles	\$ 260,920
	<u><u>\$ 421,820</u></u>			
<hr/> GENERAL CONSTRUCTION FUND - 11				
Funding for architectural fees - EMS/Fire	\$ 271,000	11-5-28-400.00	New EMS/Fire Station	\$ 271,000
Funding for architectural fees - Police	\$ 9,405	11-5-28-401.00	New Police Station	\$ 9,405
	<u><u>\$ 280,405</u></u>			
<hr/> ELECTRIC FUND -20				
Engineer services for TO education	\$ 1,546	20-5-22-203.00	Professional fees	\$ 211,546
Delivery of commercial electric meters	\$ 58,099	20-5-22-302.02	Meters	\$ 108,099
Delivery of Christmas deoractions	\$ 7,498	20-5-22-338.00	Christmas Decorations	\$ 20,498
Delivery of a Digger unit	\$ 407,500	20-5-22-901.00	Capital Outlay- Financed	\$ 407500
	<u><u>\$ 474,643</u></u>			
<hr/> WATER / SWER FUND - 30				
TDA Grant - N Davidson project	\$ 3,025	30-4-31-815.03	Community Blk Grt - CVCOG	\$ 3,025
TDA Grant - Oak and San Jacinto St sewer line	\$ 44,000	30-4-31-815.03	Community Blk Grt - CVCOG	\$ 44,000
Trade in old dump truck	\$ 10,000	30-4-31-899.00	Sale of Fixed Assets	\$ 10,000
	<u><u>\$ 57,025</u></u>			
WWTP Pick up with lift gate	\$ 36,000	30-5-23-402.00	Capital Outlay - Veh / Equip	\$ 36,000
Delivery of a 12 CY Dump Truck	\$ 182,820	30-5-23-901.00	Captial Outlay -Financed	\$ 182,820
Delivery of 260 water meters in November	\$ 108,146	30-5-31-302.02	Meters	\$ 123,646
N. Davidson St. water line replacement	\$ 3,025	30-5-31-401.00	Capital Outlay-Projects	\$ 293,025
China Street water main project	\$ 730,000	30-5-31-401.02	Capital Outlay-Projects	\$ 730,000
Oak and San Jacinto St sewer line project	\$ 66,325	30-5-31-401.03	Capital Outlay-Projects	\$ 66,325
Delivery of a 6 CY Dump Truck	\$ 86,755	30-5-31-901.00	Capital Outlay- Financed	\$ 86,755
Assistance with operator services at WTP	\$ 10,000	30-5-35-213.00	Contract Labor	\$ 10,000
	<u><u>\$ 886,105</u></u>			

CITY OF BRADY**Ordinance 1368 - EXHIBIT A****Budget - FY 24 Roll-over from FY 23 Amendment Requests****first reading 10-17-23****second reading 11-7-23****REVENUES****EXPENDITURES**

<u>REQUEST</u>	<u>AMOUNT</u> INC/(DEC)	<u>BUDGET NUMBER</u>	<u>BUDGET DESCRIPTION</u>	<u>AMENDED BUDGET</u>
SOLID WASTE FUND -60				
Delivery of 18 rebuilt dumpsters	\$ 11,160	60-5-14-312.00	General	\$ 41,160
Delivery of the Residential Trash Truck	\$ 206,527	60-5-14-901.00	Capital Outlay- Financed	\$ 206,527
	<u><u>\$ 217,687</u></u>			
SPECIAL REVENUE - 80				
Cares Grant- Airport Drainage project	\$ 22,010	80-4-43-671.02	Airport- CARES Act Grant	\$ 22,010
	<u><u>\$ 22,010</u></u>			
Delivery of a steamer	\$ 11,900	80-5-16-402.00	Capital outlay - equipment	\$ 11,900
Local Cost - Airport Drainage - TXDOT project	\$ 87,010	80-5-43-271.01	Local cost -Drainage project	\$ 87,010
LCRA Grant - park equipment	\$ 16,000	80-5-43-263.00	LCRA Grant	\$ 16,000
Carry over budget opportunity	\$ 8,627	80-5-43-261.00	OPIOID Treatment program	\$ 8,627
	<u><u>\$ 87,010</u></u>			
WATER CONSTRUCTION FUND -33				
Roll-over remaining funding available	\$ 3,112,522	33-5-33-286.00	TWDB CO 2019 L1000917	\$ 3,112,522
Roll-over remaining funding available	\$ 49,484	33-5-33-287.00	EDAP 2019 G1000916	\$ 49,484
Roll-over remaining funding available	\$ 2,000	33-5-33-286.01	TWDB LF 2019 LF1000918	\$ 2,000
	<u><u>\$ 3,164,006</u></u>			
WWTP CONSTRUCTION FUND -35				
Roll-over remaining funding available	\$ 1,164,797	35-5-25-285.00	TWDB CO 2019A L1001004	\$ 3,164,797
Roll-over remaining funding available	\$ 369,125	35-5-25-285.01	TWDB CO 2019B L1001005	\$ 369,125
Roll-over remaining funding available	\$ 259,039	35-5-25-285.02	TWDB LF 2019 LF1001006	\$ 259,039
Roll-over remaining funding available	\$ 2,708	35-5-25-288.00	TWDB CO 2021 L1001180	\$ 2,708
	<u><u>\$ 1,795,669</u></u>			
TOTAL INCREASE TO THE FY 24 BUDGET	\$ 7,327,345			
TOTAL INCREASE TO THE FY 24 REVENUES	\$ 118,535			

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	10-17-23	AGENDA ITEM	7. B.
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding Resolution 2023-017 approving the City's Investment Policy and appoint a Council Member to the FY 24 Investment Committee.		
PREPARED BY:	Lisa McElrath	Date Submitted:	10-11-23
EXHIBITS:	Investment Committee Packet with Minutes as of September 27, 2023 Resolution 2023-017 Investment Policy		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			
SUMMARY: The Investment Committee met September 27, 2023 and reviewed and approved the City's investment strategy and policy governing the investment of cash balances. No policy changes were recommended. Currently all city cash balances are held in an interest-bearing checking account or certificates of deposit – all fully collateralized. The Investment Policy calls for an Investment Committee to meet no less than annually. The Committee membership shall be the City Manager, City Finance Officer, and one Council member.			
RECOMMENDED ACTION: Move to approve Resolution 2023-017 approving the City's Investment Policy and appointing one Council Member to serve on the Investment Committee for the FY 24 term.			

RESOLUTION NO. 2023-017

**A RESOLUTION OF THE CITY OF BRADY, TEXAS APPROVING THE CITY'S
INVESTMENT POLICY AND APPOINTING AN INVESTMENT COMMITTEE
MEMBER FOR THE FISCAL YEAR 2024**

WHEREAS, Chapter 2256 of the Government Code, commonly known as the "Public Funds Investment Act," (PFIA) requires the city to adopt an investment policy by rule, order, ordinance, or resolution; and

WHEREAS, the Investment Committee has reviewed the policy and investment strategies at its annual meeting held September 27, 2023 and finds the City in satisfactory compliance with the PFIA; and

WHEREAS, the attached investment policy complies with the Public Funds Investment Act; and

WHEREAS, the investment policy requires the appointment of one member from the City Council to be a member of the Investment Committee,

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Brady, Texas that the City of Brady has complied with the requirements of the Public Funds Investment Act, and the Investment Policy, attached hereto, is hereby adopted as the investment policy of the city effective October 17, 2023 and City Council member _____ is duly appointed to the Investment Committee for fiscal year 2024.

PASSED AND APPROVED this the October 17, 2023

Aaron Garcia, Mayor

Attest: _____
Tina Keys, City Secretary

CITY OF BRADY
ADMINISTRATIVE PROCEDURES

SUBJECT: INVESTMENT POLICY	EFFECTIVE DATE: 10-5-1999	Last REVISED DATE: 1-21-2020
APPROVED BY CITY COUNCIL: 10-4-2022	Resolution No: 2022-018	

I. POLICY

It is the policy of the City of Brady that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risk of investment, all available funds shall be invested in conformance with these legal and administrative guidelines, seeking to optimize interest earnings to the maximum extent possible.

Effective cash management is recognized as essential to good fiscal management. Investment interest is a source of revenue to City funds. The City's investment portfolio shall be designed and managed in a manner designed to maximize this revenue source, to be responsive to public trust, and to be in compliance with legal requirements and limitations.

Investments shall be made with the primary objectives of:

- **Safety** and preservation of principal
- Maintenance of sufficient **liquidity** to meet operating needs
- **Public trust** from prudent investment activities
- Optimization of **interest earnings** on the portfolio

in the above order of priority.

II. PURPOSE

The purpose of this investment policy is to comply with the local charter and Chapter 2256 of the Government Code ("Public Funds Investment Act"), (Exhibit B), which requires the City to adopt a written investment policy regarding the investment of its funds and funds under its control. The Investment Policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of the City's funds.

III. STRATEGY

This Investment Policy shall govern the investment of all financial assets of the City of Brady. These funds are accounted for in the City's Annual Audit and include:

- General Fund
- Special Revenue Fund
- Enterprise Funds
- Any new fund created by the City of Brady

The City will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

The investment strategy has as its primary objective assurance that anticipated liabilities are matched and adequate investment liquidity provided. The City shall pursue conservative portfolio management strategy. This may be accomplished by creating a laddered maturity structure with some extension for yield enhancement. The maximum dollar weighted average maturity of 1 year or less will be calculated using the stated final maturity date of each security.

INVESTMENT OBJECTIVES

The City shall manage and invest its cash with four primary objectives, listed in order of priority: **safety, liquidity, public trust, and yield, expressed as optimization of interest earnings.** The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with state and local law.

The City shall maintain a comprehensive cash management program, which includes collection of account receivables, vendor payments in accordance with invoice terms, and the prudent investment of available cash. Cash management is defined as the process of managing monies in order to insure maximum cash availability and maximum earnings on short-term investment of idle cash.

Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the

preservation of capital in the overall portfolio. The objective will be to mitigate credit and interest rate risk.

1. Credit Risk – The City will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, by:

- Limiting investments to the safest types of investments
- Pre-qualifying the financial institutions and broker/dealers with which the City will do business
- Diversifying the investment portfolio so that potential losses on individual issuers will be minimized.

2. Interest Rate Risk – The City will minimize the risk that the interest earnings and the market value of investments in the portfolio will fall due to changes in general interest rates, by:

- Structuring the investment portfolio so that investments mature to meet cash requirements for ongoing operations, thereby avoiding the need to liquidate investments prior to maturity.
- Investing operation funds primarily in certificates of deposit, shorter-term securities, money market mutual funds, or local government investment pools functioning as money market mutual funds.
- Diversifying maturities and staggering purchase dates to minimize the impact of market movements over time.

Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that investments mature concurrent with cash needs to meet anticipated demands and investing in securities with active secondary markets. Because all possible cash demands cannot be anticipated, investment in money market mutual funds that offer same-day liquidity features will be considered an acceptable means of providing investment income.

Public Trust

All participants in the City of Brady's investment process shall seek to act responsibly as custodians of the public trust. Investment officers shall avoid any transaction that might impair public confidence in the City's ability to govern effectively.

Yield (Optimization of Interest Earnings)

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, considering the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

V. RESPONSIBILITY AND CONTROL

In accordance with the Public Funds Investment Act, the City Council designates the City Manager and Finance Director as the City's Investment Officers. An Investment Officer is authorized to execute investment transactions on behalf of the City. **No person may engage in an investment transaction or the management of the City funds except as provided under the terms of this Investment Policy as approved by the City Council.** The investment authority granted to the investing officers is effective until rescinded by the City Council.

Internal Controls

The City Manager is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. Therefore, an Investment Committee shall be established to include the City Manager, Finance Director and one Council member. The committee shall meet as needed, but no less than annually, to review purchased investments and assure investment activity is in compliance with all directives of this Investment Policy. In addition, the Investment Committee shall establish at least annually the City's investment strategy with subsequent approval obtained from the City Council.

Accordingly, the Finance Director shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points.

- Control of collusion
- Separation of transactions authority from accounting and record keeping
- Custodial safekeeping
- Avoidance of physical delivery securities
- Clear delegation of authority to subordinate staff members
- Written confirmation for telephone (voice) transactions for investments and wire transfers

- Development of a wire transfer agreement with the depository bank or third-party custodian.

Training Requirement

In accordance with the Public Funds Investment Act 2256.008, designated Investment Officers shall attend at least 10 hours of an investment training session within 12 months after assuming duties. Such training from an independent source shall be approved or endorsed by either the Government Finance Officers Association of Texas, or the Texas Municipal League.

If the city only deposits funds in an interest-bearing deposit account or certificates of deposit as authorized by Section 2256.010 of the Act, then additional training is optional. However, if city funds are invested in other authorized products, the Investment Officer will be required to attend not less than eight (8) aggregate hours of instruction once in a two-year period that begins on the first day of the fiscal year and consists of the two consecutive fiscal years after that date from an independent source endorsed or approved by the Government Finance Officers Association or Texas Municipal League.

Appropriate training sessions include education in investment controls, security risks, strategy risks, market risks, and compliance with the Public Funds Investment Act.

Prudence

Investments shall be made with judgment and care, under prevailing circumstances, that persons of prudence, discretion and intelligence would exercise in the management of their own affairs, not for speculation but for investment considering the probable safety of the capital as well as the probable income to be derived. No investment shall be made unless:

- It is an authorized investment as defined in Public Funds Investment Act 2256, or
- Is a direct obligation of the United States or its instrumentality's, or
- Is a direct obligation of the State of Texas or its agencies, or
- Is guaranteed by the United States or Texas or its instrumentality's, or
- Does not put the capital at risk, and
- Complies with the provisions of this Investment Policy.

Indemnification

The Investment Officer(s), acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific

investment's credit risk or market price changes, provided that these deviations are reported immediately and the appropriate action is taken to control adverse developments.

Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any larger personal financial investment positions that could be related to the performance of the City's portfolio. Employees and officers shall subordinate their personal investment transactions to those of this jurisdiction, particularly with regard to the timing of purchases and sales.

An Investment Officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

VI. SUITABLE AND AUTHORIZED INVESTMENTS

Portfolio Management

The City currently has a "buy and hold" portfolio strategy. Maturity dates are matched with cash flow requirements that investments are purchased with the intent to be held until maturity. However, investments may be liquidated prior to maturity for the following reasons:

- An investment with declining credit may be liquidated early to minimize loss of principal.
- Cash flow needs of the City require that the investment be liquidated.

Investments

City funds governed by this policy may be invested in the instruments described below, all of which are authorized by Chapter 2256 of the Public Funds Investment Act. **Investment of City funds in any instrument or security not authorized for investment under the Act or this Investment Policy is prohibited.** The City will not be required to liquidate an investment that

becomes unauthorized subsequent to its purchase if such action would result in a monetary loss for the City.

Authorized:

Following lists investment securities approved by the Investment Committee with the subsequent approval of the City Council:

1. Obligations of the United States of America, its agencies and instrumentalities
2. Certificates of Deposit issued by a bank organized under Texas Law, the laws of another state, or federal law, that has its main office or a branch office in Texas, and is guaranteed or insured by the Federal Deposit Insurance or its successor or secured by obligations in a manner and amount provided by law for deposits of the City.
3. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations of the United States or its agencies and instrumentalities. These shall be pledged to the city, held in the City of Brady's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve or financial institution doing business in Texas. A Master Repurchase Agreement must be signed by the bank/dealer prior to investment in a repurchase agreement.
4. Money Market Accounts in approved financial institutions.
5. Negotiable Order of Withdrawal (NOW) accounts.
6. Local government investment pools, which 1) meet the requirements of Chapter 2256.016 of the Public Funds Investment Act, 2) are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service, 3) seek to maintain a \$1.00 net asset value, and 4) are authorized by resolution or ordinance by the City Council.

All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

Not Authorized:

1. Any investment including interest-only or principal-only strips of obligations with underlying mortgage-backed security collateral, collateralized mortgage obligations with an inverse floating interest rate or a maturity date of over 10 years are strictly prohibited.

VII. INVESTMENT PARAMETERS**Maximum Maturities**

The longer the maturity of investments, the greater their price volatility. Therefore, it is the City's policy to concentrate its investment portfolio in shorter-term investments in order to limit principal risk caused by changes in interest rates.

The City attempts to match its investments with anticipated cash flow requirements. The city will not directly invest in securities maturing more than 2 years from the date of purchase; however, the above-described obligations, certificates, or agreements may be collateralized using longer dated investments.

Because no secondary market exists for repurchase agreements, the maximum maturity shall be subject to redemption by the holder thereof at the option of such holder, not later than the respective dates when the moneys will be required for the purposes intended.

The composite portfolio will have a weighted average maturity of 365 days or less. This dollar-weighted average maturity will be calculated using the stated final maturity dates of each security.

Diversification

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification that shall be achieved by the following general guidelines:

- Limiting investments to avoid over concentration in investments from a specific issuer or business sector

(excluding U.S. Treasury securities and certificates of deposit that are fully insured and collateralized in accordance with state and federal law),

- Investing in investments with varying maturities, and
- Continuously investing a portion of the portfolio in readily available funds such as money market funds, local government investment pools, or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

The following maximum limits, by instrument, are established for the City's total portfolio:

Certificate of Deposits	100%
U.S. Treasuries:	100%
Agencies and Instrumentalities	85%
Repurchase Agreements	20%

There is no restriction on the percentage of bond proceeds that may be invested in any authorized investment vehicle.

VIII. SELECTION OF BANKS AND DEALERS

At least every 4 years a Depository shall be selected through the City's banking services procurement process, which shall include a formal request for proposal (RFP). The selection of a depository will be determined by competitive bid and evaluation of bids will be based on the following selection criteria:

- The ability to qualify as a depository for public funds in accordance with state law.
- The ability to provide requested information or financial statements for the periods specified.
- The ability to meet all requirements in the banking RFP.
- Complete response to all required items on the bid form.
- Lowest net banking service cost, consistent with the ability to provide an appropriate level of service.
- The credit worthiness and financial stability of the bank.

Authorized Brokers/Dealers

The Investment Committee shall, at least annually, review, revise, and adopt a list of qualified broker/dealers and financial institutions authorized to engage in securities transactions with the City. (Exhibit A)

Those firms that request to become qualified bidders for securities transactions will be required to provide a completed broker/dealer questionnaire that provides information regarding creditworthiness, experience and reputation. Additionally, a certification stating the firm has received, read and understood the City's investment policy and agree to comply with the policy must be in place. Authorized firms may include primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule), and qualified depositories. All investment providers, including financial institutions, banks, money market mutual funds, and local government investment pools, must sign a certification acknowledging that the organization has received and reviewed the City's investment policy and that reasonable procedures and controls have been implemented to preclude investment transactions that are not authorized by the City's policy.

Competitive Bids

It is the policy of the City to require competitive bidding for all individual security purchases and sales except for:

- Treasury and agency securities purchased at issue through an approved broker/dealer or financial institution.
- Transactions with money market mutual funds and local government investment pools.

The Chief Financial Officer shall develop and maintain procedures for ensuring competition in the investment of the City's funds.

Delivery vs. Payment

Securities shall be purchased using the delivery vs. payment method exception. Funds will be released after notification that the purchased security has been received.

IX. SAFEKEEPING OF SECURITIES AND COLLATERAL

Safekeeping and Custodian Agreements

The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as a part of its investment portfolio or held as collateral to secure demand or time deposits. Securities owned by the City shall be held in the City's name as evidenced by safekeeping receipts of the institution holding the securities.

Collateral for deposits will be held by a third-party custodian designated by the City and pledged to the City as evidenced by safekeeping receipts of the institution with which the collateral is deposited. Original safekeeping receipts shall be obtained. Collateral may be held by the Federal Reserve bank or branch of a Federal Reserve bank, or a third-party bank approved by the City.

Collateral Policy

Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all City funds on deposit with a depository bank, other than investments. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC. At its discretion, the City may require a higher level of collateralization for certain investment securities. Securities pledged as collateral shall be held by an independent third party with whom the City has a current custodial agreement. The Chief Financial Officer is responsible for entering into collateralization agreements with third party custodians in compliance with this policy. The agreements are to specify the acceptable investment securities for collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained. Collateral shall be reviewed at least monthly to assure that the market value of the pledged securities is adequate.

Collateral Defined

The City shall accept only the following types of collateral:

- FDIC insurance

- Obligations of the United States or its agencies and instrumentalities
- Direct obligations of the State of Texas or its agencies and instrumentalities
- Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States.
- Obligations of agencies, counties, cities, and other political subdivisions of the State of Texas as to investment quality by a nationally recognized rating firm not less than AA or its equivalent with a remaining maturity of 10 years or less.
- A letter of credit issued to the City by the Federal Home Loan Bank

Subject to Audit

All collateral shall be subject to inspection and audit by the Chief Financial Officer or the City's independent auditors.

X. PERFORMANCE

Performance Standards

The City's investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio shall be designed with the objective of obtaining a rate of return through budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow requirements of the City.

Performance Benchmark

It is the policy of the City to purchase investments with maturity dates coinciding with cash flow needs. Through this strategy, the City shall seek to optimize interest earnings utilizing allowable investments available on the market at that time. Market value will be calculated on a quarterly basis on all securities owned and compared to current book value. The City's portfolio shall be designed with the objective of regularly meeting or exceeding the average rate of return on U.S. Treasury bills at a maturity level comparable to the City's weighted average maturity in days.

XI. REPORTING

Methods

The Finance Director shall submit monthly to the full City Council a report identifying all purchases and sales transacted in the prior month. The report shall summarize the portfolio in terms of investment securities held, maturities, and risk characteristics. The report shall explain the quarter's total investment return and compare the return with budgetary expectations.

The quarter investment report shall include a summary statement of investment activity prepared in compliance with generally accepted accounting principals. This summary will be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report will be provided to the City Council. The report will include the following:

- A listing of individual securities held at the end of the reporting period.
- Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period.
- Additions and changes to the market value during the period.
- Average weighted yield to maturity of portfolio as compared to applicable benchmark
- Listing of investments by maturity date
- Fully accrued interest for the reporting period
- The percentage of the total portfolio that each type of investment represents
- Statement of compliance of the City's investment portfolio with state law and the investment strategy and policy approved by the Board

Within sixty (60) days after the end of the Fiscal Year, the City Manager with the Finance Director shall present an annual report of investment activity.

An independent auditor will perform a formal annual review of the investment reports with the results reported to the City Council.

Monitoring Market Value

Market value of all securities in the portfolio will be determined on a quarterly basis. These values will be obtained from a reputable and independent source and disclosed to the City Council quarterly in a written report.

XII. INVESTMENT POLICY ADOPTION

The Investment Committee shall review the policy and investment strategies annually, approving any changes or modifications. The City of Brady's investment policy shall be adopted by resolution of the City Council annually, as presented by the Investment Committee. It is the City's intent to comply with state laws and regulations. The investment policy shall be subject to revisions consistent with changing laws, regulation, and needs of the City.

EXHIBIT A

APPROVED FINANCIAL INSTITUTIONS

Brady National Bank

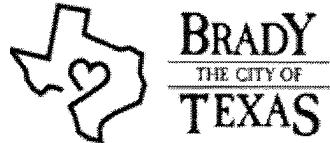
Commercial National Bank

BOK Financial

Banking Institutes approved by City for TWDB escrow funds

APPROVED BROKER/DEALERS

Not applicable



MINUTES OF THE ANNUAL INVESTMENT COMMITTEE MEETING

September 26, 2023

All members were present:

Erin Corbell, City Manager *Erin Corbell*

Lisa McElrath, Finance Director *Lisa McElrath*

Gabe Moreno, Council member *G. Moreno*

1. The Committee reviewed and discussed the investment strategy for the City of Brady. It was unanimously approved to continue the current strategy of maintaining city funds at the City's depository bank, Commercial National Bank, to promote liquidity and earn a competitive rate of interest.

The members had an extensive discussion about the City's cash position and reviewed various reports to substantiate that the City is in strong and stable financial shape and have financial reports to appropriately monitor.

2. The Committee recognized that the city remains in compliance with the Public Funds Investment Act. The 2023 Legislative session did not adopt any new rules that would impact the City of Brady investments.
3. The Committee reviewed interest rates of 2 government investment pools and confirmed that Commercial National Bank is paying a competitive rate on City deposits.
4. The Committee reviewed and unanimously approved the City's Investment Policy. The Committee confirmed that all criteria required by the Public Funds Investment Act have been met.
5. The Committee discussed the legal requirements under the Vernon Civil Statutes that require a banking institution to fully secure / collateralize 102% of the City's deposits. The City's investment policy requires that all funds be secured at 102% of market value of principal and accrued interest on the deposits less \$250,000 FDIC insurance. The city deposits are fully collateralized and staff monitors compliance regularly.

There being no other business, the meeting was adjourned.



Investment Committee Agenda / Report
9-19-23

1. Review banking accounts and current rates earned.

- **Depository Bank: CNB**

Interest earned on deposits over the next 2 years will be a minimum of 0.35% or the 13-week T-bill rate plus 25 basis points.

As of August 31, 2023 Current rate of interest: 5.53%

Fiscal Year-to-date interest earned on city funds as of August 31, 2023
\$913,965.40

- **Escrowed funds held at BOK Financial associated with TWDB project funding**

A. DW funds CO 2019; CW funds CO 2019A, CO 2019B, LF 2019, CO 2021

Funds are invested in BOK Short-term Cash Fund I - Fully collateralized

Only **LF 2019** is earning interest. All other funds are subject to arbitrage rebate. Interest earnings are required to remain with project funding or used for debt service once project is complete.

Rate of Interest: 5.06 % - Fiscal y-t-d Interest earnings through 8-31-2023: \$19,039.72

B. DW funds 2019 LF and EDAP Grant

Funds are invested in Reich & Tang Demand Deposit - secured by FDIC insurance.

Interest earnings are required to remain with project funding or used for debt service once project is complete.

Rate of Interest: 5.06 % - Fiscal y-t-d Interest earnings through 8-31-2023: \$16,184.09

2. No Legislative Session Updates for the PFIA.

3. Review market interest rates.

4. Review/Approve Investment Policy and strategy for the City of Brady.

5. Review pledge report from depository bank as of August 31, 2023.

- Verify total deposits held at CNB are secured 102% by authorized collateral.

6. Discuss requirement for a Council member on the Committee.

FUND BALANCE AND CASH RECONCILEMENT

As of: August 31, 2023

		Total Cash
COMMERCIAL NATIONAL BANK		
Operating Account	#1053355	\$ 20,941,233.54
Airport Fuel Payment Account	#1053442	\$ 13,263.99
DW Construction	#1053500	\$
CW Construction	#1053513	\$ 646,381.32
Sinking Fund 2000 - WTP	#1053368	\$ 74,441.83
Sinking Fund 2012 - WWTP	#1053384	\$ 4,275.85
Sinking Fund 2013 - DW	#1053397	\$ 1,172.17
Sinking Fund 2019 - DW	#1053426	\$ 9,758.75
Sinking Fund 2019 A - CW	#1053413	\$ 4,494.64
Sinking Fund 2019 B - CW	#1053400	\$ 2,290.52
Sinking Fund 2021 - CW	#1055797	\$ 1,580.09
Drug Seizure FDS	#1053455	\$ 4,325.00
Police Educational	#1053468	\$ 5,784.98
Court Security	#1053471	\$ 5,853.50
Court Technology	#1053484	\$ 3,447.11
Community Development Block	#1053497	\$ 3,620.23
Cash on Hand		\$ 1,880.00
 Bank Balances - Interest rate 5.53%	 Subtotal	 \$ 21,723,803.52
 BOKF Escrow Account - DW CO 2019		 \$ 4,102,977.26
BOKF Escrow Account - DW LF 2019		\$ 97,814.48
BOKF Escrow Account - DW EDAP 2019		\$ 304,518.10
BOKF Escrow Account - CW CO 2019A		\$ 3,971,244.12
BOKF Escrow Account - CW CO 2019B		\$ 401,464.97
BOKF Escrow Account - CW LF 2019		\$ 383,292.82
BOKF Escrow Account - CW CO 2021		\$
 Subtotal	 \$	 9,261,311.75
 TOTAL CASH BALANCES RECONCILED		 30,985,115.27
 8/31/23 GENERAL LEDGER		
Total Current Non-Cash Assets - All Funds		1,150,822.30
(Total Current Liabilities - All Funds)		(2,447,990.48)
Total Fund Balance / Net Working Capital		29,687,947.09

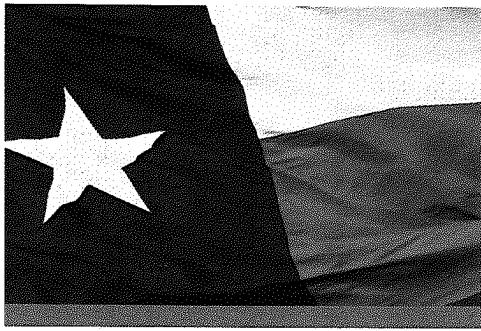
City of Brady Deposits at CNB

Interest Rate FY '23

	Rate	Earnings
October-22	3.47%	\$55,092.01
November-22	4.31%	\$53,300.81
December-22	4.52%	\$72,721.62
January-23	4.55%	\$74,330.67
February-23	4.83%	\$73,183.34
March-23	4.97%	\$89,735.14
April-23	4.93%	\$89,367.82
May-23	5.35%	\$100,830.65
June-23	5.51%	\$100,462.40
July-23	5.42%	\$101,373.46
August-23	5.53%	\$103,567.48
TOTAL		<u>\$913,965.40</u>



Quarterly Update TexPool and TexPool Prime



Investor Goal

The investor goal for both TexPool and TexPool Prime is preservation and safety of principal, liquidity and yield.

Pool Features

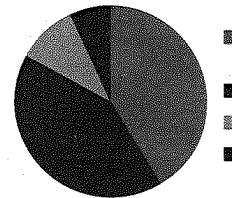
- Administered by the Texas Comptroller of Public Accounts.
- Managed and serviced by Federated Hermes.
- Highest possible ratings from Standard & Poor's underscores the portfolios' high credit quality, daily liquidity and relative safety.
- High asset levels give the benefit of economies of scale.

Portfolio Overviews as of 6/30/23

TexPool

Pool Assets \$29.8 billion

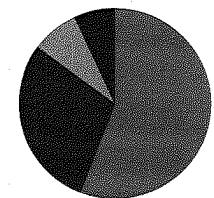
Portfolio Composition (%)



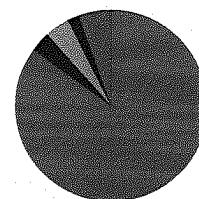
TexPool Prime

Pool Assets \$11.8 billion

Portfolio Composition (%)



Effective Maturity Schedule (%)



Weighted Average Maturity

26 Days

Credit Rating

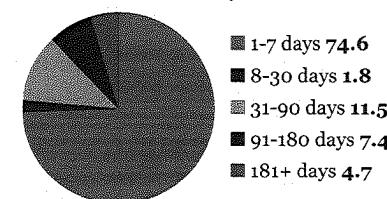
AAAm Standard & Poor's

Portfolio Managers

Susan Hill

Deborah Cunningham

Effective Maturity Schedule (%)



Weighted Average Maturity

34 Days

Credit Rating

AAAm Standard & Poor's

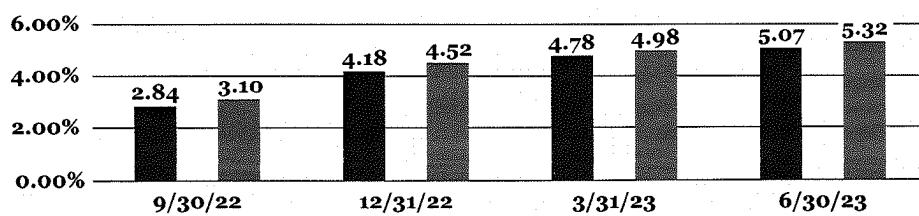
Portfolio Managers

Paige Wilhelm

Deborah Cunningham

Pool Performance: 7-Day Net Yields (%)

■ TexPool ■ TexPool Prime



Performance data quoted represents past performance which is no guarantee of future results. Investment return will vary. The value of an investment, when redeemed, may be worth more or less than the original cost. Current performance may be lower or higher than what is stated.



POOLS

AS OF 09-18-2023

NAME	NAV	DAILY NET YIELD	7 DAY NET YIELD
TexPool	\$0.99985	5.3161%	5.31%
TexPool Prime	\$0.99998	5.5491%	5.54%

DISCLOSURES

Performance quoted represents past performance which is no guarantee of future results. Investment return will vary. The value of an investment, when redeemed, may be worth more or less than the original cost. Current performance may be lower or higher than what is stated.

An investment in the Pool is not insured or guaranteed by any government or government agency. Although the manager of the Pool seeks to preserve principal, it is possible to lose money by depositing money in the Pool.

For more complete information, see the investment policy and information statement available on this website. You should consider the investment's objectives, risks, charges, and expenses carefully before investing. Information about these and other important subjects is in the investment policy and information statement which you should read carefully before investing.

Federated Investment Counseling

Not FDIC Insured
May Lose Value



Monthly Rate History

Rate History

Year: 2023 ▾

Month	Avg. Rate
January	4.5538%
February	4.7387%
March	4.8163%
April	4.9970%
May	5.1866%
June	5.2554%
July	5.2985%
August	5.4721%

(1) This weighted average maturity calculation uses the SEC rule 2a7 definition for stated maturity for any floating rate instruments held in the portfolio to determine the weighted average maturity for the pool. This rule specifies that a variable rate instrument to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.

(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

For further assistance, please contact LOGIC Participant Services at 1-800-895-6442.

U.S. DEPARTMENT OF THE TREASURY

Daily Treasury Par Yield Curve Rates

 Get updates to this content

NOTICE: See Developer Notice on changes to the XML data feeds

 View the XML feed

 Download the XSD Schema for the XML feed

Render the XML feed in a browser

Download the daily XML files for all data sets

[Download CSV](#)

Select type of Interest Rate Data

Daily Treasury Par Yield Curve Rates ▼

Select Time Period

Current Month ▼

[Apply](#)

Date	1 Mo	2 Mo	3 Mo	4 Mo	6 Mo	1 Yr	2 Yr	3 Yr	5 Yr	7 Yr	10 Yr	20 Yr	30 Yr
09/01/2023	5.51	5.55	5.53	5.58	5.47	5.36	4.87	4.57	4.29	4.27	4.18	4.48	4.29
09/05/2023	5.51	5.56	5.55	5.59	5.51	5.42	4.94	4.65	4.37	4.35	4.27	4.56	4.38
09/06/2023	5.52	5.55	5.55	5.60	5.52	5.44	5.01	4.73	4.44	4.39	4.30	4.56	4.37
09/07/2023	5.52	5.56	5.53	5.59	5.50	5.40	4.94	4.66	4.38	4.35	4.27	4.55	4.36
09/08/2023	5.52	5.56	5.55	5.60	5.49	5.42	4.98	4.68	4.39	4.35	4.26	4.52	4.33
09/11/2023	5.52	5.56	5.55	5.58	5.51	5.40	4.97	4.64	4.40	4.37	4.29	4.56	4.37
09/12/2023	5.52	5.56	5.56	5.58	5.53	5.42	4.98	4.66	4.41	4.36	4.27	4.54	4.35
09/13/2023	5.53	5.56	5.55	5.60	5.51	5.42	4.96	4.64	4.39	4.34	4.25	4.52	4.34
09/14/2023	5.52	5.57	5.55	5.59	5.50	5.42	5.00	4.68	4.42	4.38	4.29	4.57	4.39
09/15/2023	5.51	5.56	5.56	5.60	5.49	5.43	5.02	4.72	4.45	4.41	4.33	4.59	4.42

Pledge Security Listing

August 31, 2023

ID	CUSIP	Description	Safekeeping Location	Safekeeping Receipt	Coupon	Maturity Date	Call Date	Moody	S&P	Fitch	ASC 320	Face Amount	Current		Market Value	Gain/(Loss)
													City of BRADY, TEXAS	Book Value		
430	3128MMW92	FHLMC # G18670	TIB		3.00	12/01/2032		AA	AA+	AAA	AFS	1,500,000	316,442.81	318,015.12	293,548.17	(24,466.57)
461	106078BF0	BRAZORIA CO MUD 61	TIB		2.10	09/01/2027	09/01/2025	BA02	AA	AA	AFS	275,000	275,000.00	275,000.00	248,911.74	(26,088.25)
462	346771HT4	FORT BEND CO FWSD #1	TIB		2.50	08/15/2032	08/15/2025	A1	AA	AA	AFS	240,000	240,000.00	240,000.00	240,878.25	(34,002.85)
490	17240DKC8	CINCO SW TX MUD 2	TIB		2.50	09/01/2029	09/01/2024	A1	AA	AA	AFS	185,000	185,000.00	188,391.99	165,444.06	(22,947.93)
495	41423AMK3	HARRIS CO MUD 482	TIB		2.00	03/01/2034	03/01/2026	A1	AA	AA	AFS	230,000	230,000.00	231,925.66	177,618.67	(54,306.99)
507	41421FLV1	HARRIS CO MUD 401	TIB		2.00	09/01/2035	09/01/2026	BA01	AA	AA	AFS	325,000	325,000.00	327,973.78	239,003.60	(68,970.18)
515	91282CAE1	US TREASURY NOTE	TIB		0.63	08/15/2030		AA	AAA	AAA	AFS	1,000,000	1,000,000.00	947,978.61	780,885.83	(167,092.78)
516	91282CCY5	US TREASURY NOTE	TIB		1.25	09/30/2028		AA	AAA	AAA	AFS	1,000,000	1,000,000.00	999,090.37	859,312.70	(139,777.67)
517	91282CAT8	US TREASURY NOTE	TIB		0.25	10/31/2025		AA	AAA	AAA	AFS	1,000,000	1,000,000.00	989,097.99	905,251.03	(83,846.96)
518	91282BYQ7	US TREASURY NOTE	TIB		1.63	10/31/2026		AA	AAA	AAA	AFS	1,000,000	1,000,000.00	1,021,084.61	912,429.02	(106,655.59)
520	91282CBZ3	US TREASURY NOTE	TIB		1.25	04/30/2028		AA	AAA	AAA	AFS	1,000,000	1,000,000.00	1,001,775.73	867,903.41	(133,872.32)
521	91282BZN3	US TREASURY NOTE	TIB		0.50	04/30/2027		AA	AAA	AAA	AFS	1,000,000	1,000,000.00	980,512.89	864,661.07	(115,851.82)
522	91282CAU5	US TREASURY NOTE	TIB		0.50	10/31/2027		AA	AAA	AAA	AFS	1,000,000	1,000,000.00	974,470.30	850,325.36	(124,144.94)
523	91282CCB5	US TREASURY NOTE	TIB		1.63	05/15/2031		AA	AAA	AAA	AFS	1,000,000	1,000,000.00	1,011,903.68	827,285.43	(184,618.25)
525	91282BET2	US TREASURY NOTE	TIB		2.38	05/15/2029		AA	AAA	AAA	AFS	1,000,000	1,000,000.00	1,057,590.72	901,501.62	(156,089.10)
526	91282CBW0	US TREASURY NOTE	TIB		0.75	04/30/2026		AA	AAA	AAA	AFS	1,000,000	1,000,000.00	997,037.77	900,708.89	(96,328.88)
Total for CITY OF BRADY, TEXAS												12,755,000	11,571,442.81	11,562,774.47	10,000,765.97	(1,561,961.50)

21 * 723 * 804 * X
1 * 02 =
22 * 158 * 280 * 08 *

22 * 158 * 280 * 00 +
100 * 007 * 66 -
100 * 667 * 66 +
10 * 000 * 766 * 00 -
10 * 000 * 000 * 00 -
040 * 440 * 440 * 00 *
060 * 000 * 000 * 00 -
000 * 000 * 000 * 00 -

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.

**FEDERAL HOME LOAN BANK
DALLAS**

IRREVOCABLE STANDBY LETTER OF CREDIT

LETTER OF CREDIT NO: 10018782

EFFECTIVE DATE: June 30, 2023
EXPIRATION DATE: June 30, 2024 ✓

BENEFICIARY:

City of Brady, TX
Lisa McElrath
PO Box 351
Brady, TX 76025

ACCOUNT PARTY ("MEMBER"):

Commercial National Bank
105 E 2nd
Brady, TX 76825

Federal Home Loan Bank of Dallas (the "Bank") hereby offers its IRREVOCABLE STANDBY LETTER OF CREDIT ("Letter of Credit") in favor of the above-named Beneficiary for any sum or sums not exceeding in total U.S. \$13,000,000.00 (the "Credit Amount"), on the account of Member.

Subject to the terms and conditions herein, this Letter of Credit shall be honored by the presentation by Beneficiary of a payment request to the Bank at 8500 Freeport Parkway South, Suite 600, Irving, TX 75063-2547, Attention: Member Services Department, on or before the Expiration Date noted above, in the form of Exhibit A (the "Draft") drawn under this Letter of Credit. If such payment request is received by the Bank at or prior to 11:00 A.M. (Central Time) on a business day, and provided that the documents so presented conform to the terms and conditions hereof, payment shall be made to Beneficiary, or to its designee, of the amount specified, in immediately available funds, not later than 3:00 P.M. (Central Time) on the next succeeding business day. If such payment request is received by the Bank after 11:00 A.M. (Central Time) on a business day, and provided that the documents so presented conform to the terms and conditions hereof, payment shall be made to Beneficiary, or to its designee, of the amount specified, in immediately available funds, not later than 3:00 P.M. (Central Time) on the second business day following receipt by the Bank. As used herein "business day" shall mean any Monday, Tuesday, Wednesday, Thursday, or Friday on which the Bank is open for business.

The Draft presented for payment must be fully completed and be accompanied by this Letter of Credit.

Multiple drawings under this Letter of Credit are prohibited. If more than one Draft is presented, only the first properly presented Draft will be honored.

A payment made by the Bank pursuant to the Draft will be made from the Bank's own immediately available funds, and not with any funds that belong to Member. Payments made under this Letter of Credit shall be made by wire transfer in accordance with the instructions specified by Beneficiary in the Draft.

This Letter of Credit is irrevocable and may not be transferred or assigned by Beneficiary, except with the express prior written consent of the Bank. Further, this Letter of Credit is not issued and enforceable until the Effective Date, as set forth above. The Banks obligation under this Letter of Credit is its individual obligation and is in no way contingent upon reimbursement with respect thereto, or upon the Banks ability to perfect any lien, security interest or any other reimbursement.

Except as otherwise expressly stated herein, this Letter of Credit and all matters incidental thereto shall be governed by and construed in accordance with the International Standby Practices ("ISP98"), International Chamber of Commerce, Publication No. 590 and any revisions thereof, and as to matters not governed by the ISP98, shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to choice of law principles included therein, the Uniform Commercial Code as adopted by the State of Texas and applicable laws of the United States of America.

Federal Home Loan Bank of Dallas

By: C. Ungaro
Name: Christina Ungaro
Title: Vice President

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	10/17/23	AGENDA ITEM	7.C.	
AGENDA SUBJECT:		Discussion, consideration and possible action, reviewing Chamber of Commerce tourism budget and request to keep excess tourism funds.		
PREPARED BY:		E. Corbell	Date Submitted:	10/13/23
EXHIBITS:		Tourism Contract Tourism Budget		
BUDGETARY IMPACT:		Required Expenditure:	\$	
		Amount Budgeted:	\$	
		Appropriation Required:	\$	
CITY MANAGER APPROVAL:				
<p>SUMMARY:</p> <p>In 2019, the City of Brady executed a contract with The Brady/ McCulloch County Chamber of Commerce for the administration of hotel occupancy tax funds.</p> <p>The paragraph numbered 6. in the contract states that “If there are any unexpended funds at the end of the three year term, the Chamber shall repay these unexpended funds to the City by February 1. The unexpended funds returned to the City will be deposited in the City’s designated HOT Fund as “undesignated funds.”</p> <p>The Chamber has identified a number of projects that they feel can be completed with the excess tourism funds, in accordance with the State Laws that also govern the use of those funds. The Chamber is requesting to keep the current unexpended funds in order to execute the projects.</p>				

RECOMMENDED ACTION:
Staff recommends allowing the Chamber to retain the current unexpended funds, rather than remitting the funds to the City.
Staff does recommend that this request be made by the Chamber on an annual basis, to evaluate the scope of projects planned and the status of projects approved.

VISIT BRADY STRATEGIC PLAN - TOURISM SERVICES CONTRACT AGREEMENT

STATE OF TEXAS
COUNTY OF MCCULLOCH

This Agreement is made and entered into by and between the City of Brady, Texas, a municipal corporation of McCulloch County, Texas (hereinafter referred to as "City" and the Brady/McCulloch County Chamber of Commerce, a Texas non-profit corporation (hereinafter referred to as "Chamber").

WHEREAS, by ordinance passed and approved on the 6th day of September, 1985, City has assessed a Hotel-Motel Occupancy Tax to be collected by all hotels and motels located within the city limits of the City of Brady, Texas;

WHEREAS, the City desires to contract with the Chamber to act as the contractor for the City to implement the "Visit Brady Strategic Plan" for the City of Brady which said Hotel-Motel Occupancy Tax will support;

WHEREAS, the original contract between the City and the Chamber was entered into in 1985 and this Contract amends and replaces such contract as originally written so as to provide continuity in contracting between the City and the Chamber; and

WHEREAS, it is understood that the City enters into this Contract with the Chamber under its power to contract the functional and administrative work of expending said funds for public purposes.

NOW, THEREFORE, the parties agree as follows:

1. The Chamber's Board of Directors shall prepare an annual budget describing in detail a program of work in accordance with the "Visit Brady Strategic Plan"(Plan) that was approved by City Council in May 2018 for tourism related advertising and promotion services, separated from the regular Chamber business, as a stand-alone community program. The budget shall be submitted to the City no later than June 1 of each year for the annual budget approval process by the City Council (the City will provide the projected tax collection by May 15). The City Council shall approve, disapprove and/or amend the proposed budget during its budgeting process. The approved budget shall then be adopted by the City no later than the second meeting of the City Council in September of each year.

2. All funds received by the Chamber "Visit Brady Program" from the City Hotel-Motel Occupancy Tax shall be disposed of in a manner not in violation of state law.

3. This Contact shall be for one three year term (FY 2019-FY 2021), ending on September 30, 2021, and from year to year thereafter upon like terms and conditions, unless either party shall give to the other party written notice of its intention to terminate the Contract,

such notice to be given in writing sixty (60) days (August 1) prior to the renewal date and the right to so terminate this Contract is hereby specifically reserved to both parties, unless cancelled pursuant to Section 7 below.

4. The total funds in a fiscal year distributed to the Chamber under this agreement shall be determined by calculating ninety-five percent (95%) of the Council approved budgeted tax collections for a fiscal year. To transition from monthly to quarterly payments from the City to the Chamber, the City will distribute five (5) \$15,000 monthly payments beginning October 2018 for Fiscal Year 2019 only. In May 2019, Hotel Occupancy Tax (HOT) actual collections will be reviewed and the first quarterly payment due to the Chamber/Visit Brady community program in May 2019 will reflect 95% of the total actual collections received from October 2018 through March 2019 activity less the advance payment of \$75,000. The following will then be the payment schedule: Quarterly payments (in the months of August, November, February, May) that equal 95% of actual collections received by the city and paid to the Chamber/Visit Brady community program in the month following the due date for delivery of funds to the city from the hotel/motels.

MuniServices is contracted to collect HOT taxes, audit the local hotels (to ascertain payment of all HOT taxes are made to the city) and to validate the use of HOT funds as dictated by law. The firm is auditing 2 motels for FY2019. City may bid or discontinue this service in FY 2020 and 2021. Ninety-five (95%) of any additional net funds collected from the MuniServices audit function, less cost of the service, will be distributed to the Chamber in accordance with this agreement.

The funds as provided for, approved, and budgeted by City Council under this Contract shall be budgeted and segregated in a special fund by the Chamber, and shall be expended only for the purposes hereinabove set out. These funds shall be disbursed under the direction of the Plan program in accordance with the City Council's approved budget. Accurate account of all funds received and expended, with supporting documentation, shall be kept thereon and subject to the both MuniServices audit and the Chamber's annual audit.

5. The Chamber "Visit Brady staff" (staff) will meet on a regular basis with the City Council HOT Tourism Committee (Committee). The Committee is to review and approve tourism grants and monthly progress reports and to monitor the program in accordance with the Plan. The staff will make a good faith effort to satisfy any questions or concerns by the Committee.

Quarterly meetings will be established by a newly appointed Visit Brady Advisory Tourism Board (Board), appointed by the City Council. The Committee will be a sub-committee of the Board. Staff will define the Board's duties and responsibilities. The Board will be advisory only in reviewing annual funding of projects with the Plan, quarterly reports, and community program HOT funds in accordance with the approved budget by city council.

6. The Chamber shall make and render to the City an annual written report no later than January 2 of each year, showing in detail with supporting documentation how said funds from the previous year fiscal year have been expended, for what purposes, and the beneficial results thereof. If there are any unexpended funds at the end of the three year term, the Chamber shall repay these unexpended funds to the City by February 1. The unexpended funds

returned to the City will be deposited in the City's designated HOT Fund as "undesignated funds." The Chamber "Visit Brady" staff and Tourism Board will review all available funds and projected HOT receipts each May and prepare any additional budget requests for the City's annual budget process and City Council's approval.

7. In addition to the provisions of Section 3 herein, the City reserves the right to cancel this Contract without penalty by providing 30 days prior written notice to the Chamber for breach of any of its provisions by the Chamber expressed through a resolution of the City Council, and this Contract shall terminate at the expiration of said thirty (30) days unless the Chamber shall have previously corrected the defaults set out in the cancelling resolution. Termination under this paragraph shall not relieve the Chamber of any obligation or liability that has occurred prior to cancellation. **NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the Chamber to be non-compliant with contractual obligations.**

8. The City shall not be liable for claims or demands for damages, monetary or otherwise, that may develop from the Chamber's actions in the performance of its work and activities financed under this Contract, and the Chamber shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the resulting agreement and/or arising out of a willful or negligent act or omission of the Chamber, its officers, agents, and employees. It is understood and agreed that the contractor and any employee or sub-contractor of contractor shall not be considered an employee of the City. The Chamber shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect.

9. It is further understood that by entering into this Contract with the Chamber, the City does not bind itself in the future to any action of the Council in connection with the alteration, repeal, or amendment of the City of Brady's Hotel-Motel Occupancy Tax. The City shall not be obligated under contract to pay over any funds of the City to the Chamber of Commerce. It is also understood between the parties to the Contract that, in the event no funds are available from the City of Brady seven percent (7%) Hotel-Motel Occupancy Tax, the Chamber shall have no right or demand upon the City for funds payable under this Contract if such funds are not available for any reason.

10. OWNERSHIP OF DOCUMENTS

A. Any and all writings, documents or information in whatsoever form and character produced by Chamber pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Chamber.

B. Chamber understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.

11. RECORDS RETENTION

A. Chamber and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

B. Chamber shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Chamber shall retain the records until the resolution of such litigation or other such questions. Chamber acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Chamber to return said documents to City prior to or at the conclusion of said retention.

C. Chamber shall notify City, immediately, in the event Chamber receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Chamber understands and agrees that City will process and handle all such requests.

12. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of Brady
PO Box 351
201 East Main Street
Brady, TX 76825

If intended for Chamber, to: Brady/McCulloch County Chamber of Commerce
101 East 1st Street
Brady, TX 76825

13. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of Brady, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

By: Anthony W Groves
City of Brady, Anthony Groves, Mayor

By: Erin Corbell
Brady/McCulloch County Chamber of Commerce, Erin Corbell, President

Attest:
By Tina Keys, Tina Keys, City Secretary

Tourism Budget			
<i>Fiscal Year: October - September</i>		Budget	Actual
2022-2023		2022/23	
INCOME			
Hotel/Motel Tax	\$ 171,475.00	\$ 163,575.68	
EXPENSE			
Employee Expenditures			
Regular Pay	\$ 52,000.00	\$ 54,410.95	\$ 2,410.95
Overtime Pay	\$ -	\$ -	
Mobile Phone Allowance	\$ -	\$ 121.00	\$ 121.00
Insurance	\$ 8,500.00	\$ 6,770.25	\$ 1,729.75
Retirement	\$ -	\$ 0.00	\$ -
Workers Comp	\$ 220.00	\$ 0.00	\$ 220.00
Payroll Taxes	\$ 4,200.00	\$ 2,082.57	\$ 2,117.43
Total Employee Expenditures	\$ 64,920.00	\$ 56,493.52	\$ 8,426.48
Operating Expenditures			
Contract Labor	\$ -	\$ 4,315	\$ 4,315
Rent	\$ 3,600.00	\$ 3,018	\$ 582.00
Dues and Subscriptions	\$ 2,500.00	\$ 967.09	\$ 1,532.91
Equipment/Maintenance/Furniture	\$ 2,000.00	\$ 999.61	\$ 1,000.39
Legal and Professional Fees	\$ 4,500.00	\$ 1,210.36	\$ 3,289.64
Office Supplies	\$ 500.00	\$ 1,967.12	\$ (1,467.12)
Postage	\$ 750.00	\$ 1,222.55	\$ (472.55)
Property Taxes	\$ -	\$ 0.00	\$ -
Schools/Registrations/Fees	\$ 2,000.00	\$ 287.50	\$ 1,712.50

Service Contracts	\$ 400.00	\$ 966	\$ (566.00)
Stakeholder Training	\$ -	\$ 0.00	\$ -
Telephone and Internet	\$ 1,700.00	\$ 414.52	\$ 1,285.48
Travel/Meals	\$ 2,000.00	\$ 411.57	\$ 1,588.43
Utilities	\$ 1,600.00	\$ 1,868.28	\$ (268.28)
Total Operating Expenditures	\$ 21,550.00	\$ 6,183.28	\$ 15,366.72
COMMUNITY PROMOTION			
Advertising, General	\$ 18,000.00	\$ 26,147.59	\$ (8,147.59)
Grant Program	\$ 22,000.00	\$ 18,000	\$ 4,000.00
Event Development	\$ 4,405.00	\$ -	\$ 4405
Printing (Marketing Collateral)	\$ 2,700.00	\$ 8,541.00	\$ (5,841.00)
Trade Shows	\$ 1,000.00	\$ -	\$ 1,000.00
New website development/maintenance	\$ 1,500.00	\$ 2,720.06	\$ (1,220.06)
Total Community Promotion	\$ 49,605.00	\$ 52,688.59	\$ (3,083.59)
SPECIAL EVENTS			
July Jubilee	\$ 1,000.00	\$ -	\$ 1,000.00
Advertising	\$ 1,000.00	\$ -	\$ 1,000.00
Band	\$ -	\$ -	\$ -
Dance Security	\$ -	\$ -	\$ -
Total July Jubilee	\$ 1,000.00	0	1000
Goat Cookoff	\$ 4,800.00	\$ 7,311.92	\$ (2,511.92)
Advertising	\$ 27,000.00	\$ 33,544.89	\$ (6,544.89)
Band	\$ -	\$ -	\$ -
Dance Supplies	\$ -	\$ -	\$ -
Dance Security	\$ -	\$ -	\$ -
Judges	\$ -	\$ -	\$ -
Special Event Insurance	\$ 1,600.00	\$ 550	\$ 1,050.00
Tickets	\$ -	\$ -	\$ -
Total Goat Cookoff	\$ 33,400.00	\$ 41,406.81	\$ (8,006.81)

Outdoor Expo				
Advertising	\$ 1,000.00	\$	-	
Total Outdoor Expo	\$ 1,000.00		0	\$1,000
TOTAL EXPENSE	\$ 171,475.00		\$ 156,772.20	\$ 14,702.80
				Estimated \$50,000

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	10/17/23	AGENDA ITEM	7.D.
AGENDA SUBJECT:	Discussion, consideration and possible action awarding bid for remodel of 607 W 11 th to house Brady Police Department		
PREPARED BY:	E. Corbell	Date Submitted:	10/13/23
EXHIBITS:	Summary of bids		
BUDGETARY IMPACT:	Required Expenditure:	\$	
	Amount Budgeted:	\$	
	Appropriation Required:	\$	
CITY MANAGER APPROVAL:			
SUMMARY: In our work session immediately prior to this council meeting, city staff presented the Council with the four bids received in response to our request for bids for the remodel of the old Southward Cafeteria, located at 607 W. 11 th , to house the Brady Police Department. Staff recognizes that council has requested to meet with Eikon, the architecture/engineering firm engaged for the plans of the Police Department and Fire Department remodel project, to examine the scope of the project. Staff is working on securing a date to meet with the primary managers on the project.			
RECOMMENDED ACTION: Table awarding bid for construction at this time.			

SEALED BID OPENING SUMMARY SHEET

CITY OF BRADY

PROJECT: INVITATION FOR SEALED BIDS FOR THE RENOVATION OF POLICE DEPARTMENT (21146.1 Brady Police Station)

Sealed Bid Due Date: Thursday, September 28, 2023 by 3:00 p.m.

No.	Name of Bidder	Bidder Certification and Addenda Acknowledgement Signed	Bid Amount	Comments
1	FLERCO	✓	2,084,000	
2	MRI BUILDERS	✓	2,201,322	
3	COVINGTON CONTRACTING	✓	1,968,485	
4	WALDRUP CONSTRUCTION	✓	1,995,000	
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				



EIKON Consulting Group

SECTION 00 41 00
BID FORM

THE PROJECT AND THE PARTIES

1.01 DATE: 09/28/2023 (BIDDER TO ENTER DATE)

1.02 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

A. Bidder's Full Name Covington Contracting, Inc.
1. Address TX office: 3016 Sea Jay Dr.
2. City, State, Zip Austin, TX 78745

1.03 OFFER

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by EIKON CONS. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

B. One Million Nine Hundred Sixty Eight Thousand Four Hundred Eighty Five Dollars and Zero Cents dollars
(\$ 1,968,485.00), in lawful money of the United States of America.

C. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.

1. The cost of the required performance assurance bonds is Seventeen Thousand Three Hundred Sixty Eighty Nine dollars
(\$ 17,389.00), in lawful money of the United States of America.

D. All applicable federal taxes are included and State of TEXAS taxes are included in the Bid Sum.

E. All Cash and Contingency Allowances described in Section 01 21 00 - Allowances are included in the Bid Sum.

1.04 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
 1. Execute the Agreement within seven days of receipt of Notice of Award.
 2. Furnish the required bonds within seven days of receipt of Notice of Award.
 3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.05 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work in 38 calendar weeks from Notice to Proceed.
(Bidder to enter number of weeks.)

1.06 UNIT PRICES

A. The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices:

B. ITEM DESCRIPTION - UNIT QUANTITY - UNIT PRICE - ITEM VALUE

C. _____ - _____ - _____ - \$

D. _____ - _____ - _____ - \$

E. _____ - _____ - _____ - \$

F. _____ - _____ - _____ - \$

1.07 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
 1. 10 percent overhead and profit on the net cost of our own Work;
 2. 5 percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 10% of the overhead and profit percentage noted above.

1.08 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
 1. Addendum # 1 Dated 08/25/23. Addendum 3 - 09/15/2023
 2. Addendum # 2 Dated 09/12/2023. Addendum 4 - 09/25/2023

1.09 BID FORM SUPPLEMENTS

- A. The following information is included with Bid submission:
 1. Subcontractors: UPON REQUEST _____.
 2. Unit Prices: NA _____.
 3. Alternates: NA _____.

1.10 BID FORM SIGNATURE(S)

- A. The Corporate Seal of
- B. Covington Contracting, Inc.
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E. Kathleen T Caffey, President
- F. (Authorized signing officer, Title)
- G. (Seal)
- H. Kathleen T Caffey, President
- I. (Authorized signing officer, Title)

1.11 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # GA2309141

KNOW ALL MEN BY THESE PRESENTS, that we COVINGTON CONTRACTING, INC.

400 Christy Lane Andalusia, AL 36420
as Principal, hereinafter called the Principal, and **GREAT AMERICAN INSURANCE COMPANY**
301 E. 4th St. Cincinnati, OH 45202
a corporation duly organized under the laws of the State of **Ohio**
as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Brady**
201 East Main Street Brady, TX 76825
(Here insert full name, and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Amount Bid-----Dollars (\$ 5% of attached bid),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
City of Brady Police Station, Brady, TX

(Here insert full name, address and description of project)

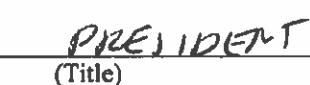
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of September 2023


(Principal)

COVINGTON CONTRACTING, INC.


(Seal)


PRESIDENT
(Title)

GREAT AMERICAN INSURANCE COMPANY


Kelly L. Berry ATTORNEY-IN-FACT
Bonds Southeast, Inc.
5550 Franklin Pike, Suite 202
Nashville, TN 37220
(615)321-9700

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-389-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than **THREE**

No. 0 18310

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
GREGORY E. NASH	ALL OF	ALL
PHILLIP H. CONDRA	NASHVILLE, TENNESSEE	\$100,000,000
KELLY L. BERRY		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22ND day of MARCH 2017

GREAT AMERICAN INSURANCE COMPANY

Attest



Stephen C. Beraha

Assistant Secretary

David C. Kitchin

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 22ND day of MARCH 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

DAVID C. KITCHIN (877-377-2405)



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 14th

day of September

, 2023



Stephen C. Beraha

Assistant Secretary

EIKON Consulting Group

SECTION 00 41 00
BID FORM

THE PROJECT AND THE PARTIES

1.01 DATE: 9/28/23 (BIDDER TO ENTER DATE)

1.02 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

A. Bidder's Full Name Fletco Construction, LLC
1. Address 1302 E. Main Street
2. City, State, Zip Fredericksburg, Texas 78624

1.03 OFFER

1.04 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
 1. Execute the Agreement within seven days of receipt of Notice of Award.
 2. Furnish the required bonds within seven days of receipt of Notice of Award.
 3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.05 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work in 35 (Thirty-Five) calendar weeks from Notice to Proceed. (Bidder to enter number of weeks.)

1.06 UNIT PRICES

A. The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices:

B. ITEM DESCRIPTION - UNIT QUANTITY - UNIT PRICE - ITEM VALUE

C. _____ - _____ - _____ - \$

D. _____ - _____ - _____ - \$

E. _____ - _____ - _____ - \$

F. _____ - _____ - _____ - \$

1.07 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
 1. 10 percent overhead and profit on the net cost of our own Work;
 2. 5 percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 10% (Ten Percent) of the overhead and profit percentage noted above.

1.08 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
 1. Addendum # 01 Dated 8/25/23. Addendum # 03 Dated 9/15/23.
 2. Addendum # 02 Dated 9/12/23. Addendum # 04 Dated 9/25/23.

1.09 BID FORM SUPPLEMENTS

- A. The following information is included with Bid submission:
 1. Subcontractors: Harris Acoustics, _____, _____.
 2. Unit Prices: None, _____, _____.
 3. Alternates: None, _____, _____.

*Burleson-Clark - Electric
CopperA - Plumbing*

1.10 BID FORM SIGNATURE(S)

- A. The Corporate Seal of
- B. Fletco Construction, LLC
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E. Carson Conklin, Operations Manager
- F. (Authorized signing officer, Title)
- G. (Seal) Carson Conklin, Operations Manager
- H. Carson Conklin, Operations Manager
- I. (Authorized signing officer, Title)

1.11 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION

Brady Police Station

Bid Date - 9/28/23 at 3pm

List of Exclusions and Inclusions for Fletco Construction, LLC

Exclusions:

- Owner must contract with Abatement Contractor. Our bid includes the stated \$50,000 allowance for abatement, however the owner must contract this work apart from our contract agreement.
- No materials testing is included. Testing is stated as by allowance in the specifications, but there are no allowances stated except for the abatement work per Addendum 4.
- No flagpoles have been included. There is a specification section for flagpoles, however none are shown and there is no work outside the building footprint.
- No pull-down ladder is included. There is a specification section for a pull down stair from Precision Ladders, however this is not shown on the plans.
- No Dual-Track shelving is included at the Officer Storage 117 and Amory 120. This product exists on the Equipment Schedule, however is not shown on the plans and there is not enough information to accurately price this work.
- Structural steel is included as shown on the structural drawings, for RTU layouts on the structural framing plans (not the Mechanical layouts which do not match).

Specific Inclusions:

- The concrete ramp and landing at the south elevation is not detailed, but we have included the concrete work and railings in our proposal.
- Metal roofing is described in the specifications, but there are no details of the canopy structure and metal roofing is not shown. We have included standing seam galvalume metal roofing and trim on the roof canopy structure.
- Serenity Door SD101 is included for Opening 104, with bullet resistant glazing.

AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

Fletco Construction, LLC
1302 E. Main Street
Fredericksburg, TX 78624

SURETY (Name, legal status and principal place of business):

Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306-3498

OWNER (Name, legal status and address):

City of Brady
201 East Main
Brady, TX 76825

Bond Amount: **Five Percent of the Greatest Amount Bid (5% GAB)**

PROJECT: (Name, location or address, and Project number, if any):
Brady Police Station, 607 W. 11th Street, Brady, Texas 76825

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of September, 2023

(Witness)

(Seal)

(Witness)

(Seal)

Fletco Construction, LLC

(Principal)

(Seal)

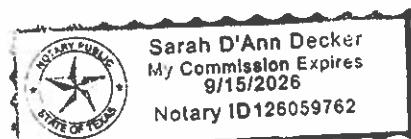
(Name & Title): ,

Caron Clark, Operations Manager

(Surety)

(Name & Title): Andrea Rose Crawford, Attorney-in-Fact

Language conforms to AIA Document A310 Bid Bond
BID70001ZZ0311f



MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Allyson W Dean; Andrea Rose Crawford; Andrew Gareth Addison; Anna Owens; Betty J Reeh; Bryan Kelly Moore; Colin E Conly; Debra Lee Moon; Elizabeth Ortiz; Emily Allison Mikeska; John R Ward; John William Newby; Michael Donald Hendrickson; Monica Ruby Veazey; Patrick Thomas Coyle; Sandra Lee Roney; Thomas Douglas Moore; Troy Russell Key

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

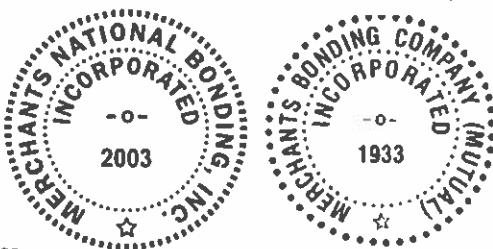
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

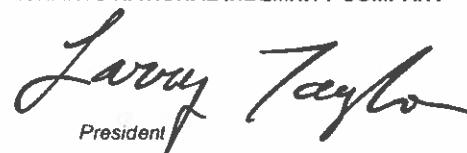
In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of March, 2023.



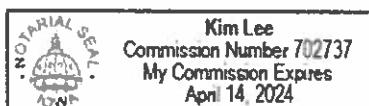
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By


President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 15th day of March, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

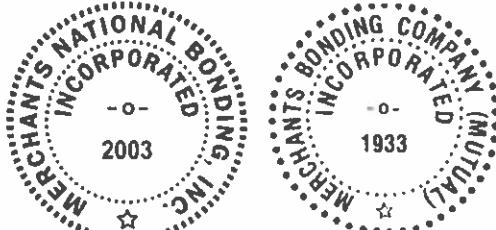


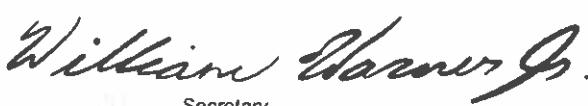

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27th day of September, 2023.




Secretary



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. BOX 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

IMPORTANT NOTICE

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Merchants Bonding Company (Mutual), Merchants National Bonding, Inc.

To get information or file a complaint with your insurance company:

Call: Compliance Officer at 800-678-8171

Toll-free: 1-800-678-8171

Email: regulatory@merchantsbonding.com

Mail: P.O. Box 14498, Des Moines, IA 50306-3498

To get insurance information you may also contact your agent:

Mullis Newby Hurst

Call: 972-201-0100

Mail: Liberty Plaza II 5057 Keller Springs Rd #200 Addison, TX 75001

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state: Call

with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

SECTION 00 41 00
BID FORM

THE PROJECT AND THE PARTIES

1.01 DATE: 9/28/23 (BIDDER TO ENTER DATE)

1.02 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

A. Bidder's Full Name MRI Builders
 1. Address 103 S. Main St
 2. City, State, Zip Thorndale, TX 76577

1.03 OFFER

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by Eikon for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

B. Two million two hundred and one thousand three hundred and twenty two dollars (\$2,201,322.00), in lawful money of the United States of America.

C. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.

1. The cost of the required performance assurance bonds is One hundred four thousand and six dollars, (\$10,066.00), in lawful money of the United States of America.

D. All applicable federal taxes are included and State of Texas taxes are included in the Bid Sum.

E. All Cash and Contingency Allowances described in Section 01 21 00 - Allowances are included in the Bid Sum.

1.04 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.

B. If this bid is accepted by Owner within the time period stated above, we will:

1. Execute the Agreement within seven days of receipt of Notice of Award.
2. Furnish the required bonds within seven days of receipt of Notice of Award.
3. Commence work within seven days after written Notice to Proceed of this bid.

C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.05 CONTRACT TIME

A. If this Bid is accepted, we will:

B. Complete the Work in 200 calendar weeks from Notice to Proceed.
(Bidder to enter number of weeks.)

1.06 UNIT PRICES

A. The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices:

B. ITEM DESCRIPTION - UNIT QUANTITY - UNIT PRICE - ITEM VALUE

C. N/A - _____ - _____ - \$

D. N/A - _____ - _____ - \$

E. N/A - _____ - _____ - \$

F. N/A - _____ - _____ - \$

1.07 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
 1. 10 percent overhead and profit on the net cost of our own Work;
 2. 5 percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 87. of the overhead and profit percentage noted above.

1.08 ADDENDA

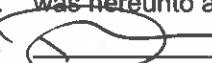
- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1. Addendum # <u>1</u>	Dated <u>8/25</u>	3. Addendum # <u>3</u>	<u>9/15</u>
2. Addendum # <u>2</u>	Dated <u>9/12</u>	4. Addendum # <u>4</u>	<u>9/25</u>

1.09 BID FORM SUPPLEMENTS

- A. The following information is included with Bid submission:
 1. Subcontractors: Attached sheet.
 2. Unit Prices: N/A
 3. Alternates: N/A

1.10 BID FORM SIGNATURE(S)

- A. The Corporate Seal of
- B. MCF Builders
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E.  SEN. EST.
- F. (Authorized signing officer, Title)
- G. (Seal)
- H. _____
- I. (Authorized signing officer, Title)

1.11 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION

TUCKER & DUNN

bonds and insurance

August 2, 2023

Modern Renovations Inc. – Surety Bond Program

To Whom It May Concern:

Swiss Re Corporate Solutions Premier Insurance Company has had the continuing privilege of providing surety bonds for Modern Renovations Inc. Swiss Re Corporate Solutions Premier Insurance Company is rated "A+ (Superior)" in the 2023 edition of the A.M. Best Key Rating Guide. Swiss Re Corporate Solutions Premier Insurance Company also is listed in the Federal Register of acceptable sureties on federal jobs.

Swiss Re Corporate Solutions Premier Insurance Company has extended surety credit for Modern Renovations Inc. on "single jobs" in excess of \$5,000,000.00 with a "total work program" in excess of \$10,000,000.00. The available bonding capacity is \$8,000,000.00. The surety department of Swiss Re Corporate Solutions Premier Insurance Company regards Modern Renovations Inc. as one of their premier contractors in Texas. Modern Renovations Inc. has shown the remarkable ability to tackle the toughest construction problems and bring the project in under budget and in a timely fashion. The firm adheres to the highest construction and ethical standards.

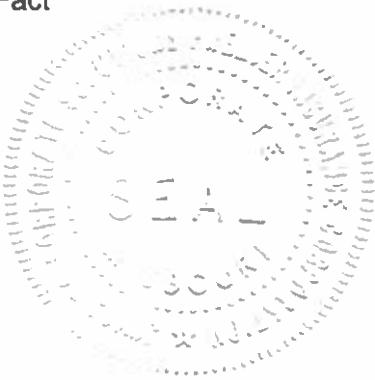
We certainly would give Modern Renovations Inc. our highest recommendation as you consider them for your project. Immediately upon receipt of a contract, upon surety approval, and at the request of our contractor, we will be happy to issue the necessary Performance and Payment bonds for this Project.

If you have any additional questions in this matter, please do not hesitate to give me a call.

Sincerely,



Kevin J. Dunn
Attorney-In-Fact



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

W. LAWRENCE BROWN, TRACY TUCKER, KEVIN J. DUNN, STEVEN TUCKER, AND ROBERTA H. ERB

JOINTLY OR SEVERALLY

It's true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE- MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By _____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By _____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC

Gerald Jagrowski



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook ss

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 2nd day of August, 20 23.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC



MRI Builders Team

- 1) Mike Richardson - President - (512)-429-0425 - Mike@MRIBuilders.com
 - a) 44 Years Experience in project management, contract negotiations, scheduling, planning, ordering and more.
- 2) Derrick Richardson -Sr. Estimator/Project Manager - (512)-429-0420 - Derrick@MRIBuilders.com
 - a) 25 Years Experience in project management, contract negotiation, scheduling, material procurement, and safety.
- 3) Robyn Razook Lynn- Estimator - (951)-837-1803- Robyn@MRIBuilders.com
 - a) 14 Years Experience in estimating, safety, scheduling, material procurement and delivery, subcontractor relationships and project organization.
- 4) Richard Hulse -Sr. Project Manager - (512)-429-0421 - Rich@MRIBuilders.com
 - a) 47 Years Experience in project management, scheduling, material procurement and staging, timelines, trade management, safety, project closeout.
- 5) Guadalupe "Chico" Garcia- Superintendent - (512)-429-0571 - Chico@MRIBuilders.com
 - a) 30 Years Experience in project management, scheduling, material procurement and staging, and safety.
- 6) Andrew Goodloe- Superintendent - (512)-709-2641 – Andrew@MRIBuilders.com
 - a) Bachelor of Science in Construction Science and Masters in Land and Property Development. Two years' experience project management, trade management, safety, business relationships.
- 7) KanDee Mirtsching- Business Manager/ Accounts Payable (512)-429-1892
KanDee@MRIBuilders.com
 - a) 20 Years experience in business management, accounts receivables and payables, accounting, operations, job costing, profit analysis and payroll.



AIA® Document A305™ – 2020 Exhibit A

General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by MRI Builders and dated the 14th day of February in the year 2023.

§ A.1 ORGANIZATION

§ A.1.1 Name and Location

§ A.1.1.1 Identify the full legal name of your organization.

Modern Renovations Inc. dba MRI Builders.

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

MRI Builders – Texas.

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

Modern Renovations, Inc. – Until 2011.

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

MRI Builders
103 S. Main St.
Thorndale, TX 76577
www.mribuilders.com

§ A.1.2 Legal Status

§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

Corporation

- .1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.

Texas – Incorporated in 2011
Mike Richardson – President
Derrick Richardson - Secretary

- .2 If your organization is a partnership, identify its partners and its date of organization.

Not applicable.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

.3 If your organization is individually owned, identify its owner and date of organization.
Not applicable.

.4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:
Not applicable.

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

The Thorndale Lumber Company – 100 percent ownership.

§ A.1.3 Other Information

§ A.1.3.1 How many years has your organization been in business?

32

§ A.1.3.2 How many full-time employees work for your organization?

15

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

23620

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

Small business in a HUBZone- Application in Progress.

§ A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

3,500,00.00

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

2,000,000.00

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

8,000,000.00

§ A.3 CAPABILITIES

§ A.3.1 List the categories of work that your organization typically self-performs.

As a full service General Contractor, MRI Builders is capable of self-performing many tasks including Earthwork and Utilities, Concrete, Structural Steel Fabrication and Erection, Wood Framing, General Carpentry and Framing.

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

We enjoy a 0.81 Experience Modifier rate due to our perfect Safety Record.

§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.

Yes, we provide Turn-Key Design Build Services, Project Management and Owners Representative Services.

§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

This is a task that we typically subcontract when the project warrants it.

§ A.3.5 Does your organization use a project management information system? If so, identify that system.

Yes, we utilize Contractor Foreman for Scheduling and Project Management.

§ A.4 REFERENCES

§ A.4.1 Identify three client references:

(Insert name, organization, and contact information)

Justin Jonas

San Angelo Rodeo Association

325-653-7785 - justin@sananglorodeo.com

Cliff Brown

Centex Boat & RV and Texas Boat World

254-721-8036 - cbrown@texasboatworld.com

Mike and Ann Glenn

Mr. Gatti's Pizza

512-809-7256 - taylorgattipizza@gmail.com

Dr. Thomas Martens

Federal Comp and Wellness Clinics

512-809-7073 - dmartens@fcw.com

Dale Huggins

MDH Properties & Windfall Plaza

512-585-6489 - nancy@mdhproperties.com

§ A.4.2 Identify three architect references:

(Insert name, organization, and contact information)

Archistecture One

Granbury, TX

O: 970-871-0074 C: 970-846-7400

Arch1@zirkel.us

K&W Engineering Solutions
Georgetown, TX
512-639-3131

Mustard Designs
Fredericksburg, TX
830-997-7024

§ A.4.3 Identify one bank reference:
(Insert name, organization, and contact information)

RBANK
1900 Round Rock Ave.
Round Rock, TX 78661
J. Hollis Bone
512-600-8105
hbone@rbank.com

§ A.4.4 Identify three subcontractor or other trade references:
(Insert name, organization, and contact information)

ACC Builders
4501 N. FM 486
Thorndale, TX 76577
Alex Castillo
alex@accbuilders.com
512-595-1902

ATX Fire & Life Safety, LLC
Dean Alexander
11951 RR 2338
Georgetown, TX 78633
Ddacable@Gmail.com
512-630-6930

DR Works LLC
Danny Ramos
121 Sheran CV
Kyle, TX 78640
Danny.DRConstruction@gmail.com
512-781-6082

Lackey Electric
Jeff Lackey
P.O. Box 97
Weir, TX 78674
lackeyb5.jl@gmail.com



MRI0000-01

LABSHIR

DATE (MM/DD/YYYY)

9/22/2022

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

AssuredPartners of Texas, LLC
6300 Bridge Point Pkwy, Bldg 3, Ste 100
Austin, TX 78730

CONTACT NAME

PHONE (A/C, No, Ext): (512) 343-0280 120

FAX (A/C, No): (512) 343-0352

E-MAIL ADDRESS: larissa.abshire@assuredpartners.com

INSURER(S) AFFORDING COVERAGE

INSURER A: The Cincinnati Specialty Underwriters Insurance Company

NAIC # 13037

INSURER B: Cincinnati Insurance Company

10677

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Modern Renovations Inc. DBA MRI Builders
103 S. Main
Thorndale, TX 78577

COVERS

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CSU0176274	9/14/2022	9/14/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ex occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:					
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		EBA0629271	9/14/2022	9/14/2023	COMBINED SINGLE LIMIT (Ex accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB	OCCUR CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NR) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
B	Equipment Floater		ENP0629271	9/14/2022	9/14/2023	Leased/Rented Equip 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

FOR REFERENCE ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Pacific Crest Services, Inc DBA: Terry Ray Insurance
839 S Wheeler St
Jasper, TX 75951

CONTACT NAME: Alotha Clegg (PTTR)
PHONE: (409)383-0717 FAX (A/C. No.): (409)420-3080
A/C. No. Ext: (409)383-0717
E-MAIL ADDRESS: a.clegg@pacificcrestinsurance.com

INSURED

Modern Renovations, Inc
DBA MRI Builders
103 S Main St
Thorndale, TX 76577

INSURER(S) AFFORDING COVERAGE
INSURER A: Texas Mutual NAIC #
INSURER B: _____
INSURER C: _____
INSURER D: _____
INSURER E: _____
INSURER F: _____

COVERAGE

CERTIFICATE NUMBER: 00345535-28995

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTY	TYPE OF INSURANCE	ADDL SUBR INSD. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE	OCUR				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ex. EXCLUDED) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP. OF AGG. \$
	GENL AGGREGATE LIMIT APPLIES PER:					
	POLICY	PRO- JCT	LOC			
	OTHER					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ex. EXCLUDED) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO					
	OWNED AUTOS ONLY	SCHEDULED AUTOS				
	USED AUTOS ONLY	NON OWNED AUTOS ONLY				
	UMBRELLA LIAB	OCUR				EACH OCCURRENCE \$ AGGREGATE \$
	EXCESS LIAB	CLAIMS-MADE				
	DED RETENTION'S					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	0002010845	02/24/2023	02/24/2024	X PER STATUTE OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OFFICER/ MEMBER EXCLUDED?	Y/N				
	(Mandatory NH)					
	If yes, describe under DESCRIPTION OF OPERATIONS below					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Addendum Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(ALC)

Brady Police Station

EIKON Consulting Group

**SECTION 00 01 01
PROJECT TITLE PAGE**

PROJECT MANUAL

FOR

21146.1 BRADY POLICE STATION

ARCHITECT'S PROJECT NUMBER: DESIGN PROFESSIONAL'S PROJECT NUMBER.

EIKON CONSULTING GROUP

PROJECT LOCATION ADDRESS 2

DATE: MM-DD-YYYY

PREPARED BY:

EIKON CONSULTING GROUP

END OF SECTION 00 01 01

This page intentionally left blank

**SECTION 00 01 02
PROJECT INFORMATION**

PART 1 GENERAL

1.01 PROJECT IDENTIFICATION

- A. Project Name: Brady Police Station Renovation, located at 607 W. 11th Street Brady Texas.
- B. The Architect, hereinafter referred to as the Architect: EIKON CONSULTING GROUP
- C. The Owner, hereinafter referred to as Owner: City Of Brady

1.02 NOTICE TO PROSPECTIVE DESIGN-BUILDERS

- A. These documents constitute an Invitation to Bid to and request for qualifications from General Contractors for the construction of the project described below.
- B. These documents constitute a Notice of Intent to Request Proposals and a Request for Qualifications from prospective Design-Builders for the design and construction of the project described below.
- C. These documents constitute an invitation to prospective Design-Builders to submit qualifications and proposals for the design and construction of the project described below.

1.03 PROJECT DESCRIPTION

- A. Summary Project Description: The scope of this project is Interior renovation of an existing facility previously used as a Cafeteria to become the new Brady Police Station. The work includes Demolition of existing interior walls, electrical, mechanical, gas and plumbing. New construction to include interior partitions and exterior areas including gated parking. Some of the exterior glass will be replaced to meet energy code standards. New Plumbing Fixtures for new and renovated restrooms. Office Space to include Lobby, Reception, conference room, Offices, Breakroom, File storage, server room. Other areas: Training Guns Vault, Armory, Evidence Processing, Locker Rooms and shower areas (Men/Women)..
- B. Contract Scope: Construction, demolition, renovation, and hazardous material removal.

1.04 PROCUREMENT TIMETABLE

- A. RFQ Documents Available: _____.
- B. Pre-Qualification Submission Briefing: _____.
- C. Last Request for Information Due: 7 days prior to due date of qualifications statements.
- D. Qualifications Due Date: _____, before 4 PM local time.
- E. Qualification Interviews: _____.
- F. Notice of Acceptance/Rejection of Qualifications: Within _____ after due date.
- G. RFP Documents Available: _____.
- H. Pre-Proposal Briefing: _____ at _____.
- I. Pre-Proposal Site Tour: _____ at _____.
- J. Last Request for Substitution Due: 7 days prior to due date of proposals.
- K. Last Request for Information Due: 7 days prior to due date of proposals.
- L. Anticipated Proposal Due Date: mm-dd-yyyy, before 4 PM local time.
- M. Proposal Opening: Same day, 5 PM local time.
- N. Public Exhibition Period: From proposal due date to _____.
- O. Pre-Award Interviews: _____.
- P. Notice of Award: Within 7 days after due date.
- Q. Proposals May Not Be Withdrawn Until: 30 days after due date.
- R. Contract Time: _____ calendar days.
- S. Contract Time: To be stated in bid documents.

- T. Desired Construction Start: Not later than ____.
- U. Desired Substantial Completion Date: Not later than ____ calendar days from Notice to Proceed.
- V. Desired Substantial Completion Date: mm-dd-yyyy.
- W. Desired Final Completion Date: Not later than ____ calendar days from Notice to Proceed.
- X. Desired Final Completion Date: mm-dd-yyyy.
- Y. The Owner reserves the right to change the schedule or terminate the entire procurement process at any time.

1.05 PRE-QUALIFIED PROPOSERS

- A. Those already qualified to make proposals are:
 - 1. Design-Builder: _____.
 - 2. Design-Builder: _____.

1.06 PROCUREMENT DOCUMENTS

- A. Availability of Documents: Complete sets of procurement documents may be obtained:
 - 1. From Owner at the Project Manager's address listed above.

1.07 PROPOSAL SECURITY

- A. Proposals shall be accompanied by a security deposit as follows:
 - 1. Bid Bond in the amount of \$ _____ on AIA A310 Bid Bond Form.

1.08 SIGNATURE

- A. For: _____
- B. By: _____
 - 1. Signed: _____
 - 2. (Authorized signing officer)

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 01 02

**SECTION 00 01 10
TABLE OF CONTENTS**

PROCUREMENT AND CONTRACTING REQUIREMENTS

1.01 DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

- A. 00 01 01 - Project Title Page
- B. 00 01 02 - Project Information
- C. 00 01 10 - Table of Contents
- D. 00 11 13 - Advertisement for Bids
- E. 00 21 13 - Instructions to Bidders
- F. 00 41 00 - Bid Form

SPECIFICATIONS

2.01 DIVISION 01 -- GENERAL REQUIREMENTS

- A. 01 10 00 - Summary
- B. 01 20 00 - Price and Payment Procedures
- C. 01 21 00 - Allowances
- D. 01 22 00 - Unit Prices
- E. 01 23 00 - Alternates
- F. 01 25 00 - Substitution Procedures
- G. 01 32 16 - Construction Progress Schedule
- H. 01 35 53 - Security Procedures
- I. 01 42 19 - Reference Standards
- J. 01 45 33 - Code-Required Special Inspections
- K. 01 50 00 - Temporary Facilities and Controls
- L. 01 51 00 - Temporary Utilities
- M. 01 52 13 - Field Offices and Sheds
- N. 01 60 00 - Product Requirements
- O. 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions
 - 1. 01 61 16.01 - Accessory Material VOC Content Certification Form
- P. 01 74 19 - Construction Waste Management and Disposal
- Q. 01 76 10 - Temporary Protective Coverings
- R. 01 78 00 - Closeout Submittals
- S. 01 79 00 - Demonstration and Training

2.02 DIVISION 02 -- EXISTING CONDITIONS

- A. For Site Utilities, see Division 33
- B. 02 41 00 - Demolition

2.03 DIVISION 03 -- CONCRETE

- A. 03 0130.65 - Resurfacing and Rehabilitation of Concrete
- B. 03 10 00 - Concrete Forming and Accessories
- C. 03 20 00 - Concrete Reinforcing
- D. 03 30 00 - Cast-in-Place Concrete
- E. 03 35 11 - Concrete Floor Finishes

EIKON Consulting Group

**SECTION 00 11 13
ADVERTISEMENT FOR BIDS**

FROM:

1.01 THE OWNER (HEREINAFTER REFERRED TO AS OWNER): CITY OF BRADY

A. Address:

201 E Main Street
1. Brady, TX 76825
Project Location Address 2: 607 W. 11th Street, Brady TX

1.02 AND THE ARCHITECT (HEREINAFTER REFERRED TO AS ARCHITECT):

A. EIKON Consulting Group

1.03 DATE: _____

1.04 TO: POTENTIAL BIDDERS

A. Your firm is invited to submit an offer under seal to Owner for construction of a facility located at:

Project Location Address 2
607 W. 11th Street Brady, TX

Before _____ am local standard time on the _____ day of _____, ___, for:
Brady, Texas

- B. All bidders are required to prequalify to the requirements described in Document 00 21 13 - Instructions to Bidders.
- C. Bid Documents for a Stipulated Sum contract may be obtained from the office of the Owner free of charge upon receipt of a refundable deposit, by cash, in the amount of \$_____ for one set.
- D. Submit your offer on the Bid Form provided. Bidders may supplement this form as appropriate.
- E. The Owner reserves the right to accept or reject any or all offers.

1.05 SIGNATURE

A. For: EIKON CONSULTING GROUP

B. By: _____

- 1. Signed: _____
- 2. (Authorized signing officer)

ENCL.

END OF SECTION 00 11 13

This page intentionally left blank

**SECTION 00 21 13
INSTRUCTIONS TO BIDDERS**

SUMMARY

1.01 SEE AIA A701, INSTRUCTIONS TO BIDDERS AVAILABLE AT _____.

1.02 THE INSTRUCTIONS IN THIS DOCUMENT AMEND OR SUPPLEMENT THE INSTRUCTIONS TO BIDDERS AND OTHER PROVISIONS OF THE BIDDING AND CONTRACT DOCUMENTS.

1.03 DOCUMENT INCLUDES

- A. Invitation**
 - 1. Bid Submission
 - 2. Intent
 - 3. Work Identified in Contract Documents
 - 4. Contract Time
- B. Bid Documents and Contract Documents**
 - 1. Definitions
- C. Site Assessment**
 - 1. Site Examination
 - 2. Prebid Conference
- D. Qualifications**
 - 1. Qualifications
 - 2. Prequalification
 - 3. Subcontractors/Suppliers/Others
- E. Bid Submission**
 - 1. Bid Depository
 - 2. Submission Procedure
 - 3. Bid Ineligibility
- F. Bid Enclosures/Requirements**
 - 1. Security Deposit

INVITATION

2.01 BID SUBMISSION

- A. Bids signed and under seal, executed, and dated will be received at the office of the Architect at _____ before _____ a.m. local standard time on the _____ day of _____.**
- B. Bids signed and under seal, executed, and dated will be received at the office of the Owner at _____ before _____ a.m. local standard time on the _____ day of _____.**
- C. Offers submitted after the above time shall be returned to the bidder unopened.**
- D. Offers will be opened publicly immediately after the time for receipt of bids.**
- E. Offers will be opened at _____ a.m. on the _____ day of _____, at the office of _____.**
- F. Amendments to the submitted offer will be permitted if received in writing prior to bid closing and if endorsed by the same party or parties who signed and sealed the offer.**

2.02 INTENT

- A. The intent of this Bid request is to obtain an offer to perform work to complete a _____ located at _____ for a Stipulated Sum contract, in accordance with Contract Documents.**

2.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Work of this proposed Contract comprises building construction, including general construction Work.**

2.04 CONTRACT TIME

- A. Identify Contract Time in the Bid Form. The completion date in the Agreement shall be the Contract Time added to the commencement date.**

- B. Perform the Work in _____ calendar days. The bidder may suggest a revision to the Contract Time with a specific adjustment to the Bid Amount.
- C. Perform the Work within the time stated in Document 00 73 00 - Supplementary Conditions.
- D. Perform the Work within the time stated in Section 01 10 00 - Summary.
- E. The bidder, in submitting an offer, accepts the Contract Time period stated for performing the Work. The completion date in the Agreement shall be the Contract Time added to the commencement date. The bidder may suggest a revision to the Contract Time with a specific adjustment to the Bid Amount.
- F. Owner requires that under the work of this contract be completed as quickly as possible and consideration will be given to time of completion when reviewing the submitted bids.

BID DOCUMENTS AND CONTRACT DOCUMENTS

3.01 DEFINITIONS

- A. Bid Documents: Contract Documents supplemented with Invitation To Bid, Instructions to Bidders, Information Available to Bidders, Bid Form Supplements To Bid Forms and Appendices identified.
- B. Contract Documents: Defined in _____ including issued Addenda.
- C. Bid, Offer, or Bidding: Act of submitting an offer under seal.
- D. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.

3.02 CONTRACT DOCUMENTS IDENTIFICATION

- A. Contract Documents are identified as Project Number _____, as prepared by Architect who is located at _____, and with contents as identified in the Table of Contents.
- B. Contract Documents are identified as _____.

3.03 AVAILABILITY

- A. Bid Documents may be obtained at the office of Architect which is located at _____.
- B. Bid Documents may be obtained at the office of Owner which is located at _____.
- C. Bid documents may be obtained at _____.
- D. One sets of Bid Documents can be obtained by general contract and _____ subcontract bidders free of charge upon receipt of a refundable deposit, by cash, in the amount of _____ for one set.
- E. Deposit will be refunded if Bid Documents are returned complete, undamaged, unmarked and reusable, within 7 days of bid submission. Failure to comply will result in forfeiture of deposit.
- F. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

3.04 EXAMINATION

- A. Bid Documents may be viewed at the office of Architect which is located at _____.
- B. Bid Documents may be viewed at the office of Owner which is located at _____.
- C. Bid Documents may be viewed at _____.
- D. Upon receipt of Bid Documents verify that documents are complete. Notify Architect should the documents be incomplete.
- E. Immediately notify Architect upon finding discrepancies or omissions in the Bid Documents.

3.05 INQUIRIES/ADDENDA

- A. Direct questions to _____, email; _____.
- B. Addenda may be issued during the bidding period. All Addenda become part of Contract Documents. Include resultant costs in the Bid Amount.
- C. Verbal answers are not binding on any party.

D. Clarifications requested by bidders must be in writing not less than 7 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients and _____.

3.06 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

- A. Where the Bid Documents stipulate a particular product, substitutions will be considered up to 10 days before receipt of bids.
- B. Substitute products will be considered if submitted as an attachment to the Bid Form. Approval to submit substitutions prior to submission of bids is not required.
- C. Submit substitution requests by completing the form in Section 00 43 25 - Substitution Request Form - During Procurement; see this section for additional information and instructions. Use only this form; other forms of submission are unacceptable.
- D. When a request to substitute a product is made, Architect may approve the substitution and will issue an Addendum to known bidders.
- E. In submission of substitutions to products specified, bidders shall include in their bid all changes required in the work and changes to Contract Time and Contract Sum to accommodate such substitutions. A later claim by the bidder for an addition to the Contract Time or Contract Sum because of changes in work necessitated by use of substitutions shall not be considered.
- F. The submission shall provide sufficient information to determine acceptability of such products.
- G. Provide complete information on required revisions to other work to accommodate each proposed substitution.
- H. Provide products as specified unless substitutions are submitted in this manner and accepted.
- I. See Section 01 60 00 - Product Requirements for additional requirements.

SITE ASSESSMENT

4.01 SITE EXAMINATION

- A. Examine the project site before submitting a bid.
- B. The bidder is required to contact Owner at the following address and phone number in order to arrange a date and time to visit the project site: _____.
- C. The bidder is required to contact Architect at the following address and phone number in order to arrange a date and time to visit the project site: _____.
- D. A visit to the project site has been arranged for bidders as follows: _____.
- E. The currently occupied premises at the project site are open for examination by bidders only during the following hours:
 1. Monday through Friday: _____ to _____.
 2. Weekends: _____ to _____.
- F. To assist bidders in assessing subsoil conditions at site, a test hole will be dug at _____ on _____ at _____ a.m.

4.02 PREBID CONFERENCE

- A. A bidders conference has been scheduled for _____ a.m. on the _____ day of _____ at the location of _____.
- B. All general contract bidders and suppliers are invited.
- C. Representatives of Architect will be in attendance.
- D. Summarized minutes of this meeting will be circulated to attendees. These minutes will not form part of Contract Documents.
- E. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.

QUALIFICATIONS

5.01 EVIDENCE OF QUALIFICATIONS

- A. To demonstrate qualification for performing the Work of this Contract, bidders may be requested to submit written evidence of financial position, license to perform work in the State and _____.
- B. To demonstrate qualification for performing the Work of this Contract, bidders may be requested to submit AIA A305.

5.02 PREQUALIFICATION

- A. Bidders shall complete and submit Qualification Form _____ to the Architect on or before _____ a.m. on the _____ day of _____.
- B. Bidders shall complete and submit Qualification Form _____ to the Owner on or before _____ a.m. on the _____ day of _____.
- C. Acceptance or rejection of this submittal will be made within 48 hours thereafter.

5.03 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. Owner reserves the right to reject a proposed subcontractor for reasonable cause.
- B. Refer to General Conditions.

BID SUBMISSION

6.01 BID DEPOSITORY

- A. The _____ Bid Depository system of bid collection shall be used for all trades.
- B. The rules and regulations of this bid deposit system, in force on the day of bid submission shall apply.

6.02 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit one copy of the executed offer on the Bid Forms provided, signed and sealed with the required security in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.
- C. Double Envelope: Insert the closed and sealed Bid Form envelope plus requested security deposit, qualification forms, _____ in a large opaque envelope and label this envelope as noted above.
- D. Improperly completed information, irregularities in security deposit, may be cause not to open the Bid Form envelope and declare the bid invalid or informal.
- E. An abstract summary of submitted bids will be made available to all bidders following bid opening.

6.03 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.
- B. Bid Forms, Appendices, and enclosures that are improperly prepared may, at the discretion of Owner, be declared unacceptable.
- C. Failure to provide security deposit, bonding or insurance requirements may, at the discretion of Owner, be waived.
- D. Bids are by invitation, only from selected bidders. Bids from unsolicited bidders may be returned.

BID ENCLOSURES/REQUIREMENTS

7.01 SECURITY DEPOSIT

- A. Bids shall be accompanied by a security deposit as follows:
 - 1. Bid Bond in the amount of \$ _____ on AIA A310 Bid Bond Form.
 - 2. Certified check in the amount of \$ _____.
 - 3. Negotiable security in the amount of \$ _____.
- B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
- C. Endorse the certified check in the name of the Owner.
- D. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.
- E. Include the cost of bid security in the Bid Amount.
- F. After a bid has been accepted, all securities will be returned to the respective bidders and other requested enclosures.
- G. If no contract is awarded, all security deposits will be returned.

7.02 CONSENT OF SURETY

- A. Submit with the Bid: _____.

7.03 PERFORMANCE ASSURANCE

- A. Accepted Bidder: Provide a Performance bond as described in 00 73 00 - Supplementary Conditions.
- B. Include the cost of performance assurance bonds in the Bid Amount.

7.04 INSURANCE

- A. Provide an executed "Undertaking of Insurance" on the form provided stating their intention to provide insurance to the bidder in accordance with the insurance requirements of Contract Documents.

7.05 BID FORM REQUIREMENTS

- A. Complete all requested information in the Bid Form and Appendices.
- B. Taxes: Refer to Document 00 73 00 - Supplementary Conditions for inclusion of taxes, procedures for tax rebate claims, products that are tax exempt, and _____.

7.06 FEES FOR CHANGES IN THE WORK

- A. Include the fees for overhead and profit on own Work and Work by subcontractors, identified in Document 00 73 00 - Supplementary Conditions .
- B. Include in the Bid Form, the overhead and profit fees on own Work and Work by subcontractors, applicable for Changes in the Work, whether additions to or deductions from the Work on which the Bid Amount is based.
- C. Include in the Bid Form, the fees proposed for subcontract work for changes (both additions and deductions) in the Work. Contractor shall apply fees as noted, to the subcontractor's gross (net plus fee) costs on additional work.

7.07 BID FORM SIGNATURE

- A. The Bid Form shall be signed by the bidder, as follows:
 - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
 - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
 - 3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary

EIKON Consulting Group

of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.

4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

7.08 ADDITIONAL BID INFORMATION

- A. The lowest bidder will be requested to complete the Supplements To Bid Forms within 24 hours after submission of bids.
- B. Submit the following Supplements concurrent with bid submission:
 1. Document 00 43 36 - Proposed Subcontractors Form: Include the names of all Subcontractors and the portions of the Work they will perform.
 2. Document 00 43 22 - Unit Prices Form: Include a listing of unit prices specifically requested by Contract Documents.
 3. Document 00 43 23 - Alternates Form: Include the cost variation to the Bid Amount applicable to the Work described in Section _____.
 4. Document 00 43 25 - Substitution Request Form - During Procurement.
 5. Document 00 43 27 - Separate Prices Break-Out Form: Include a listing of separate prices as specifically requested in the Contract Documents.
 6. Document 00 43 73 identifies the Bid Amount segmented into portions as requested.
 7. Document 00 43 34 - Proposed Mechanical Products Form.
 8. Document 00 43 35 - Proposed Electrical Products Form.
 9. Document 00 43 33 - Proposed Products Form.
 10. Document 00 43 28 - Items Eligible For Tax Rebate Form.
- C. Submit the following Supplements ____ hours after bid submission:
 1. Document 00 43 36 - Proposed Subcontractors Form: Include the names of all Subcontractors and the portions of the Work they will perform.
 2. Document 00 43 22 - Unit Prices Form: Include a listing of unit prices specifically requested by Contract Documents.
 3. Document 00 43 23 - Alternates Form: Include the cost variation to the Bid Amount applicable to the Work described in Section _____.
 4. Document 00 43 25 - Substitution Request Form - During Procurement.
 5. Document 00 43 27 - Separate Prices Break-Out Form: Include a listing of separate prices as specifically requested in Contract Documents.
 6. Document 00 43 73 - Proposed Schedule of Values Form identifies the Bid Amount segmented into portions as requested.
 7. Document 00 43 34 - Proposed Mechanical Products Form.
 8. Document 00 43 35 - Proposed Electrical Products Form.
 9. Document 00 43 33 - Proposed Products Form.
 10. Document 00 43 28 - Items Eligible For Tax Rebate Form.

7.09 SELECTION AND AWARD OF ALTERNATES

- A. Indicate variation of bid price for Alternates listed on the Bid Form. Unless otherwise indicated, indicate Alternates as a difference in bid price by adding to or deducting from the base bid price.
- B. Bids will be evaluated on the base bid price. After determination of a successful bidder, consideration will be given to Alternates and bid price adjustments.
- C. Bids will be evaluated on the total of the base bid price and all of the Alternates. After determination of the successful bidder, consideration will be given to which Alternates will be included in the Work.

OFFER ACCEPTANCE/REJECTION

8.01 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the bid closing date.

8.02 ACCEPTANCE OF OFFER

- A. Owner reserves the right to accept or reject any or all offers.
- B. After acceptance by Owner, Architect on behalf of Owner, will issue to the successful bidder, a written Bid Acceptance.

END OF SECTION 00 21 13

This page intentionally left blank

**SECTION 00 41 00
BID FORM**

THE PROJECT AND THE PARTIES

1.01 DATE: _____ (BIDDER TO ENTER DATE)

1.02 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

A. Bidder's Full Name _____
1. Address _____
2. City, State, Zip _____

1.03 OFFER

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by _____ for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

B. _____ dollars
(\$_____), in lawful money of the United States of America.

C. We have included the required security deposit as required by the Instructions to Bidders.

D. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
1. The cost of the required performance assurance bonds is _____ dollars
(\$_____), in lawful money of the United States of America.
E. All applicable federal taxes are included and State of _____ taxes are included in the Bid Sum.
F. All Cash and Contingency Allowances described in Section 01 21 00 - Allowances are included in the Bid Sum.

1.04 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
2. Furnish the required bonds within seven days of receipt of Notice of Award.
3. Commence work within seven days after written Notice to Proceed of this bid.
C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.05 CONTRACT TIME

A. If this Bid is accepted, we will:
B. Complete the Work in _____ calendar weeks from Notice to Proceed.
C. Complete the Work in _____ calendar weeks from Notice to Proceed.
(Bidder to enter number of weeks.)
D. Complete the Work by the _____ day of _____.
E. Complete the Work by the _____ day of _____, _____. (Bidder to enter day, month, and year.)
F. Complete the Work by _____.
G. Complete the Work by _____ (Bidder to enter completion date or time frame.)

1.06 UNIT PRICES

- A. The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices:
- B. ITEM DESCRIPTION - UNIT QUANTITY - UNIT PRICE - ITEM VALUE
- C. _____ - _____ - _____ - \$
- D. _____ - _____ - _____ - \$
- E. _____ - _____ - _____ - \$
- F. _____ - _____ - _____ - \$

1.07 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
 - 1. 10 percent overhead and profit on the net cost of our own Work;
 - 2. 5 percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 15% of the overhead and profit percentage noted above.

1.08 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
 - 1. Addendum # _____ Dated _____.
 - 2. Addendum # _____ Dated _____.

1.09 BID FORM SUPPLEMENTS

- A. The following information is included with Bid submission:
 - 1. Subcontractors: _____, _____, _____.
 - 2. Unit Prices: _____, _____, _____.
 - 3. Alternates: _____, _____, _____.

1.10 BID FORM SIGNATURE(S)

- A. The Corporate Seal of _____
- B. _____
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
 - E. _____
 - F. (Authorized signing officer, Title)
 - G. (Seal)
 - H. _____
 - I. (Authorized signing officer, Title)

1.11 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION 00 41 00

SECTION 00 41 00
BID FORM

THE PROJECT AND THE PARTIES

1.01 DATE: 9/28/2023 (BIDDER TO ENTER DATE)

1.02 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

A. Bidder's Full Name Waldrop Construction
 1. Address 3200 4th street
 2. City, State, Zip Brownwood, TX 76801

1.03 OFFER

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by WC for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

B. one million nine hundred eightie five thousand dollars
5 no/cents dollars
 (\$ 1,995,000.00), in lawful money of the United States of America.

C. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
 1. The cost of the required performance assurance bonds is twenty four thousand seven hundred dollars
 (\$ 24,071.00), in lawful money of the United States of America.

D. All applicable federal taxes are included and State of 0 taxes are included in the Bid Sum.

E. All Cash and Contingency Allowances described in Section 01 21 00 - Allowances are included in the Bid Sum.

1.04 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.

B. If this bid is accepted by Owner within the time period stated above, we will:
 1. Execute the Agreement within seven days of receipt of Notice of Award.
 2. Furnish the required bonds within seven days of receipt of Notice of Award.
 3. Commence work within seven days after written Notice to Proceed of this bid.

C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.05 CONTRACT TIME

A. If this Bid is accepted, we will:

B. Complete the Work in 45 calendar weeks from Notice to Proceed.
 (Bidder to enter number of weeks.)

1.06 UNIT PRICES

A. The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices:

B. ITEM DESCRIPTION - UNIT QUANTITY - UNIT PRICE - ITEM VALUE

C. _____ - _____ - _____ - \$

D. _____ - _____ - _____ - \$

E. _____ - _____ - _____ - \$

F. _____ - _____ - _____ - \$

1.07 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
 1. 10 percent overhead and profit on the net cost of our own Work;
 2. 5 percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 2% of the overhead and profit percentage noted above.

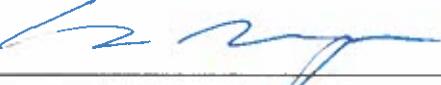
1.08 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
 1. Addendum # 1 Dated 8/25/2023.
 2. Addendum # 2 Dated 9/12/2023.
 3. Addendum # 3 Dated 9/15/2023.
 4. Addendum # 4 Dated 9/25/2023.

1.09 BID FORM SUPPLEMENTS

- A. The following information is included with Bid submission:
 1. Subcontractors: _____, _____, _____.
 2. Unit Prices: _____, _____, _____.
 3. Alternates: _____, _____, _____.

1.10 BID FORM SIGNATURE(S)

- A. The Corporate Seal of
- B. Waldrop Construction
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E. Sam Waldrop, President
- F. (Authorized signing officer, Title)
- G. (Seal) 
- H. _____
- I. (Authorized signing officer, Title)



1.11 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION

Westfield Insurance Company

Westfield Insurance® 1 Park Circle, P O Box 5001,
Westfield Center, Ohio 44251-5001 Toll Free 800-243-0210

KNOW ALL MEN BY THESE PRESENTS, that we, Waldrop Construction CO., INC.

PO BOX 1000, Brownwood, TX 76804, as Principal, and
the Westfield Insurance Company, an Ohio Corporation, with its principal office at Westfield
Center, Ohio, as Surety, are held and firmly bound unto City of Brady
201 E Main Street, Brady, TX 76825, as Obligee, in
the penal sum of 5% of the bid amount***** DOLLARS,
lawful money of the United States of America, for the payment of which, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS the said Principal is herewith submitting a bid or proposal for Brady Police Station Project

NOW THEREFORE, the condition of the above obligation is such, that if the said Principal shall execute a
contract and give bond for the faithful performance thereof, if required by the contract, or if the Principal or Surety
shall pay the Obligee the difference, not exceeding the penal sum hereof, between the amount of the contract entered
into in good faith to perform the work to which the bid or proposal relates and the amount bid or proposed by the
Principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

SIGNED this 30th day of August, 2023.

Waldrop Construction Co., INC.
Principal

By: Tommy

Westfield Insurance Company

By: Lanie Spears, Attorney-in-fact

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 4220032 06

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
LANIE SPEARS

of EARLY and State of TX its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this 21st day of JULY A.D. 2023.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Gary W. Stumper*
Gary W. Stumper, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

Notarial
Seal
Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 30th day of August 2023



Frank A. Carrino Secretary

Frank A. Carrino, Secretary

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

AGENDA DATE:	10/17/2023	AGENDA ITEM	7.E.
AGENDA SUBJECT:	Discussion, consideration, and possible action to nominate members for the McCulloch County Appraisal District Board of Directors		
PREPARED BY:	T. Keys	Date Submitted:	10/4/2023
EXHIBITS:	Letter to taxing entities from McCulloch County Appraisal District		
BUDGETARY IMPACT:	Required Expenditure:	0.00	
	Amount Budgeted:	0.00	
	Appropriation Required:	0.00	
CITY MANAGER APPROVAL:			

SUMMARY:

Members of the McCulloch County Appraisal Board of Directors positions are up for election and each voting entity must nominate Board Members and report the nomination to the Chief Appraiser. Once nominations are made, the City Secretary will report to McCulloch County Appraisal District on your behalf.

The following Board Member terms are expiring on 12/31/2023:

- Reed Williams (willing to serve another term)
- Michael Cook (willing to serve another term)
- Matt McBee (does not wish to serve another term – must be replaced)

The member who is willing to serve again must be nominated again. A replacement must be nominated for the other member wishing to step down.

RECOMMENDED ACTION:

Nominate Board Members for the McCulloch County Appraisal District Board of Directors



MC CULLOCH COUNTY APPRAISAL DISTRICT

306 W. LOCKHART, BRADY, TEXAS 76825

PHONE: 325-597-1627 FAX: 325-597-2408

E-MAIL: zane@mccullochcad.org

ZANE BRANDENBERGER, R.P.A., R.T.A., C.C.A.
CHIEF APPRAISER

September 29, 2023

RE: Board of Directors Nomination Letter

To All Voting Taxing Entities:

As required by state law, I am notifying you of the elections process for the Board of Directors of the McCulloch County Appraisal District. The process begins with this notice letting you know the number of votes to which your taxing unit is entitled. This year there are 3 Board of Directors that will have to be elected. For each Board of Director position there are a total of 1,000 votes. Meaning this year there will be a total of 3,000 votes. Below is a copy of all the taxing units eligible to vote and their vote allocations. The allocations are based on the total 2022 tax levies of each taxing unit. The following is a breakdown of how many votes your entity will receive this year.

CALCULATION OF VOTES FOR BOARD OF DIRECTORS-2023 ELECTION

Tax Unit	2022 Levy	Percent of Total	Total Vote Eligibility
McCulloch County	\$6,243,111.30	38.6%	1159
City of Brady	\$982,690.46	6.1%	183
City of Melvin	\$27,447.84	0.2%	5
Brady ISD	\$6,260,907.03	38.8%	1163
Lohn ISD	\$1,115,821.37	6.9%	207
Rochelle ISD	\$1,373,241.87	8.5%	255
Mason ISD	\$150,459.21	0.9%	28
Total	\$16,153,679.08		3000

The McCulloch County Appraisal District Board of Directors is comprised of 5 board members. These members serve 2-year terms.

Your taxing unit may nominate up to 3 members to the Board of Directors this year.

THE FOLLOWING MEMBERS TERMS ARE OVER 12/31/2023:

Reed Williams (willing to serve another term)

Michael Cook (willing to serve another term)

Matt McBee (does not wish to serve another term – must be replaced)

CURRENT BOARD OF DIRECTORS THRU 12/31/2024:

Channing Booker

Brentt Raybion

Please note: This year two of the members are willing to serve again, but **MUST** be nominated again. The other member wishes to step down, so a replacement member must be nominated. Only names that are nominated will appear on the ballot.

To be eligible to serve on the board of directors, an individual must have resided in McCulloch County at least two years prior to taking office.

An employee of a taxing unit that participates in the district is not eligible to serve; however, an elected official or member of the governing body of a participating unit may serve.

After all nominations are received, we will assemble a ballot before October 30th and your taxing unit will have the opportunity to cast your votes for a single individual or you may disburse your votes in any way you wish. The voting is done by resolution of your board in regular session. The resolutions are to be returned to the appraisal district before December 20. The results will be announced immediately following that deadline.

Please send your nominations before October 27, 2023. You may email your nominations to zane@mccullochcad.org. If you have any questions about the procedures for the elections of the Board, please contact me at (325)597-1627.

Sincerely,



Zane P. Brandenberger

DRAFT

100.00% 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	9,539,196.00	9,932,261.24	104.12	7,772,043.69
11 -GEN CONSTRUCTION FUND	1,175,300.00	1,175,300.00	100.00	252,000.00
20 -ELECTRIC FUND	7,895,400.00	8,544,723.88	108.22	8,073,804.70
30 -WATER / SEWER FUND	4,963,103.00	5,090,732.34	102.57	4,548,340.32
33 -WATER CONSTRUCTION FU	330,000.00	514,437.37	155.89	376,523.61
35 -WWTP CONSTRUCTION FUN	331,000.00	521,099.34	157.43	312,608.55
40 -GAS FUND	1,180,200.00	1,197,638.98	101.48	1,371,477.50
50 -UTILITY SUPPORT FUND	687,300.00	701,982.63	102.14	643,072.27
60 -SOLID WASTE FUND	1,420,000.00	1,512,911.50	106.54	1,566,303.07
61 -STREET SANITATION FUN	74,000.00	74,004.30	100.01	74,353.17
71 -EMPLOYEE BENEFITS TRU	0.00	0.00	0.00	0.00
80 -SPECIAL REVENUE FUND	605,360.00	1,319,216.17	217.92	542,551.48
81 -CEMETERY FUND	44,600.00	53,120.07	119.10	50,084.40
82 -HOTEL/MOTEL FUND	210,000.00	192,400.94	91.62	265,779.36
83 -SPECIAL PURPOSE FUND	1,600.00	9,964.41	622.78	11,677.39
TOTAL REVENUES	28,457,059.00	30,839,793.17	108.37	25,860,619.51
EXPENDITURES				
10 -GENERAL FUND	10,545,732.00	9,190,223.46	87.15	8,238,797.92
11 -GEN CONSTRUCTION FUND	216,189.00	109,707.35	50.75	177,810.62
20 -ELECTRIC FUND	8,584,478.00	8,310,199.74	96.80	7,085,834.07
30 -WATER / SEWER FUND	7,105,324.00	4,901,941.15	68.99	4,108,627.41
33 -WATER CONSTRUCTION FU	7,507,837.00	4,379,723.41	58.34	8,046,917.28
35 -WWTP CONSTRUCTION FUN	7,020,267.00	5,157,957.37	73.47	7,466,002.19
40 -GAS FUND	1,157,079.00	1,166,351.20	100.80	1,514,782.37
50 -UTILITY SUPPORT FUND	785,986.00	743,869.40	94.64	625,797.52
60 -SOLID WASTE FUND	1,710,043.00	1,314,169.61	76.85	1,280,549.07
61 -STREET SANITATION FUN	112,828.00	100,996.00	89.51	80,545.11
71 -EMPLOYEE BENEFITS TRU	0.00	0.00	0.00	0.00
80 -SPECIAL REVENUE FUND	686,295.00	1,237,149.57	180.26	479,353.68
81 -CEMETERY FUND	68,321.00	54,667.07	80.02	45,221.50
82 -HOTEL/MOTEL FUND	224,500.00	187,086.53	83.33	219,832.75
83 -SPECIAL PURPOSE FUND	1,600.00	1,523.03	95.19	12,743.10
TOTAL EXPENDITURES	45,726,479.00	36,855,564.89	80.60	39,382,814.59
REVENUES OVER/(UNDER) EXPENDITURES	(17,269,420.00)	(6,015,771.72)		(13,522,195.08)
ENDING FUND BALANCE & NET WORKING CAPITAL				
	16,908,661.67	28,162,309.95		34,166,246.24

RECONCILED OPERATING CASH / TOTAL UTILITY BILLINGS

Fiscal Year 22-23

CITY OF BRADY
CITY COUNCIL CORRESPONDENCE

TO: **MAYOR AND COUNCIL**

FROM: **FINANCE / UTILITY DEPARTMENTS**

SUBJECT: **MONTHLY CUSTOMER SERVICE REPORT**

DATE: **September 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	353	327	281
Returned Calls	233	184	150	152	83	128	151	108	48	25	8	18
Residential Apps	43	19	15	21	18	42	29	41	25	15	20	15
Commercial Apps	4	2	5	3	2	1	1	4	1	4	4	0
Service Orders	142	94	211	208	95	179	107	193	99	80	136	109
Utility Onsite Payments	748	826	856	691	722	917	658	832	757	694	759	793
Utility Mail Payments	672	579	698	727	646	727	612	680	717	660	692	623
Utility Online Payments	714	674	721	692	692	760	674	736	687	695	714	708
Utility Draft Payments	553	553	564	577	582	577	576	577	580	590	595	604

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	\$114,704	\$148,466	\$142,660	\$1,390,855
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
2009	\$79,109	\$125,392	\$86,622	\$79,704	\$95,830	\$73,457	\$68,319	\$79,191	\$78,551	\$96,167	\$89,024	\$73,646	\$1,025,012

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	0	0	1	5
CC	- BRUSH CHIPPING	3	1	1	0	1	6	3	8	4	6	2	1	36
C&S	- CLEAN AND SHOW	0	0	0	0	0	0	0	0	0	0	0	0	0
CHG	- SERVICE CHANGE	5	8	5	9	2	3	3	4	4	7	7	2	59
CON	- CONNECT SERVICE	15	9	15	9	8	10	10	19	12	9	15	8	139
DEMO	- DEMILITION (New Code Added)	0	0	0	0	0	0	0	0	0	0	0	0	0
DIS	- DISCONNECT SERVICE	12	11	10	18	14	10	15	17	12	6	6	11	142
DMP	- DUMPSTER SERVICE CHANG	0	3	0	1	0	0	0	0	0	0	3	1	8
EOUT	- ELECTRIC OUTAGE	3	0	3	1	2	2	1	4	3	1	4	1	25
FD	- FORCED DISCONNECT	37	19	29	27	42	43	34	45	44	33	50	43	446
Gas	- Gas Pressure Test Needed	1	0	0	0	0	0	0	0	0	0	0	0	1
GL	- GAS LEAK	2	1	1	5	1	3	0	2	5	4	1	2	27
GOUT	- GAS OUTAGE	1	0	2	1	0	0	0	0	0	0	1	0	5
MCE	- ELECTRIC METER CHANGEOUT	3	1	2	14	21	38	9	3	1	1	2	3	98
MCG	- GAS METER CHANGEOUT	19	6	3	1	1	0	0	36	2	0	1	1	70
MCW	- WATER METER CHANGEOUT	5	5	5	4	3	8	6	3	4	0	2	6	51
MISC	- MISCELLANEOUS	13	12	21	8	9	5	12	22	19	15	20	8	164
NONCO	- NON COMPLIANCE CODE	0	0	0	0	0	0	0	0	0	0	0	0	0
NONPAY	- DISCONNECT FOR NON PAY	8	8	14	15	12	5	6	14	9	2	5	9	107
PH	- STREET POTHOLEs	2	1	1	3	3	1	1	0	2	1	1	0	16
PPM	- PUBLIC PROPERTY	0	0	0	0	0	0	0	0	0	0	0	0	0
PL	- PILOT LIGHT ON/OFF	0	0	0	0	0	2	13	0	1	0	0	0	16
PLY	- POLYCART SVC CHANGE	1	14	5	3	1	0	5	1	0	1	17	0	48
PULL	- PULL METER	22	16	4	5	3	5	4	6	2	2	3	0	72
RC	- CHECK READ	27	42	46	50	45	35	20	39	23	24	39	42	432
REINS	- REINSTATEMENT OF SERVICE	2	3	6	9	3	3	4	6	7	1	3	2	49
SBU	- SEWER BACK UP	0	3	3	2	5	3	0	2	0	1	0	2	21
SC	- STREET CUTS FOR TAPS	1	0	3	0	0	1	1	3	0	0	3	0	12
SL	- SECURITY LIGHTS REPAIR	5	6	2	4	7	8	4	7	4	1	5	5	58
TT	- TREE TRIMMING	0	0	1	0	0	0	1	0	0	1	0	0	3
WL	- WATER LEAK	9	6	21	7	8	9	8	8	16	4	10	6	112
WOUT	- WATER OUTAGE	1	0	0	0	1	1	2	0	2	0	0	1	8
TOTAL ALL CODES		197	175	203	196	192	202	162	251	177	120	200	155	2230

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	0	0	0	1
ELECTRIC		16	9	13	21	32	53	14	21	19	8	15	11	232
GAS		22	11	6	9	2	7	14	42	12	4	5	3	137
METER TECHNICIAN		129	115	131	142	130	111	101	146	107	85	129	117	1443
PPM		0	0	0	0	0	0	0	0	0	0	0	0	0
SOLID WASTE		2	17	5	4	1	0	5	1	0	1	20	1	57
STREETS		6	6	6	2	6	9	6	14	9	10	13	4	91
WATER		22	17	42	17	21	22	22	27	30	12	18	19	269
TOTAL		197	175	203	196	192	202	162	251	177	120	200	155	2230

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	570	824	639	6,561
Home Delivered Meals	669	697	692	679	660	989	853	984	925	850	1,026	894	9,918
Total Meals	1,123	1,126	1,148	1,140	1,093	1,539	1,356	1,601	1,550	1,420	1,850	1,533	16,479
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.													

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



SUBJECT: MONTHLY POLICE REPORT
FISCAL YEAR 2022-2023

2023 RUNS

CALLS 2022-2023	OCT	NOV	DEC	JAN	FEB	MAR	APR
RUNS	72	110	99	107	88	77	81
INSURANCE	32	53	58	45	34	22	34
ALS	38	61	63	55	49	39	45
BLS	27	47	25	37	33	34	29
ALS FALL	7	6	7	7	5	3	5
BLS FALL	10	17	13	12	8	7	5
TRAUMA	20	38	15	21	23	21	24
TRAUMA DEATH	1	0	0	0	0	0	0
D.O.A.	1	0	1	2	2	5	3
M.V.A. CITY	4	0	1	0	2	1	2
M.V.A. COUNTY	4	5	1	5	4	2	2
FIRE CITY	5	3	8	9	2	4	4
FIRE COUNTY	4	2	0	4	4	3	4
HELICOPTER	1	1	2	3	4	1	2
HELICOPTER REFUSAL	0	1	0	0	0	1	0
COUNTY CALLS	17	22	16	26	19	16	14
CANCEL	0	3	1	3	2	2	1
TRANSFER	0	2	0	0	1	0	0
REFUSAL	27	40	23	33	29	31	28
GAS LEAK	0	0	0	2	1	1	0
MEDICAL ALARM	0	2	1	4	2	2	0
FIRE ALARM	1	1	3	1	0	1	1
LIFT ASSIST	3	5	0	0	0	0	1
OVER 20 MINUTES	25	46	44	33	32	29	28
OTHER	0	0	0	0	1	0	0
B.V.F.D. CITY	2	3	6	5	0	1	2
B.V.F.D. COUNTY	13	2	6	22	10	10	6

MAY	JUNE	JULY	AUG	SEPT	TOTALS	
111	93	96	103	104	1141	RUNS
47	37	40	57	52	511	INSURANCE
50	41	44	54	57	596	ALS
48	46	38	31	27	422	BLs
4	6	5	5	5	65	ALS FALL
18	10	10	8	4	122	BLs FALL
14	23	12	25	16	252	TRAUMA
2	0	0	0	0	3	TRAUMA DEATH
2	1	0	3	2	22	D.O.A.
0	2	1	3	2	18	M.V.A. CITY
6	1	3	5	2	40	M.V.A. COUNTY
5	1	8	4	7	60	FIRE CITY
2	9	3	11	5	60	FIRE COUNTY
0	1	1	1	2	19	HELICOPTER
0	0	0	0	0	2	HELICOPTER REFUSAL
18	18	12	23	20	221	COUNTY CALLS
2	1	4	2	10	31	CANCEL
0	0	0	0	0	3	TRANSFER
44	40	36	26	19	326	REFUSAL
0	0	0	0	1	5	GAS LEAK
3	2	2	1	7	26	MEDICAL ALARM
3	0	2	0	0	13	FIRE ALARM
1	0	2	0	0	12	LIFT ASSIST
32	23	32	11	17	352	OVER 20 MINUTES
1	1	1	1	0	5	OTHER
2	2	2	2	2	29	B.V.F.D. CITY
8	10	8	16	9	120	B.V.F.D. COUNTY

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	147	110		1134
Feral Cats Picked Up	6	13	8	8	0	15	29	58	20	38	19		214
Stray Dogs Picked Up	19	14	18	31	36	22	14	17	24	44	17		256
Owner Surrendered Dogs	0	3	0	0	2	1	0	1	0	0	0		7
Owner Surrendered Cats	0	0	0	0	0	0	0	0	0	0	0		0
Bite Reports	0	0	0	0	0	0	1	0	0	1	1		3
Dogs Deemed Dangerous	0	0	0	0	0	0	0	0	0	0	0		0
Hit by Car Picked Up	1	1	0	0	0	0	0	0	0	0	0		2
Owner Reclaims	7	3	3	2	2	3	4	5	7	2	1		39
Euthanized Total	4	2	3	8	0	4	11	9	11	35	24		111
Rescue Pull Total	9	14	5	15	12	12	40	61	2	17	8		195
Wildlife Pick Up	0	1	0	1	1	0	1	3	0	2	2		11
Quarantine	0	0	0	0	0	0	0	0	0	0	0		0
Shelter Intake Total	25	27	18	31	36	37	43	75	0	86	36		414
Roadkill	4	1	0	5	1	2	3	4	0	3	2		25
Citations	0	1	0	0	0	3	0	2	0	0	5		11
Warnings	0	1	1	3	0	3	0	1	0	6	1		16
Adoptions	0	0	0	1	0	0	0	0	1	0	2		4
Total Calls	78	88	81	105	90	197	252	395	208	381	228	0	2103

Invoice Register - Airport																						
INVOICE	DATE	Fisrt Name	Last Name	TYPE	611.00 Rental	6.11.01 T Hangar	611.02 Hangar	815.00 REM	640.1 Tie Down	645.00 Misc	614.00 Taxable Sales	2111.53 Sales Tax	646.00 AvGas	646.01 Jet- A	647.00 Military	FET	REM	TOTAL SALE	Price Per Gallon	AvGas Gallons	Jet-A Gallons	Military Jet Gallons
1087	9/1/2023		Skyhorse	CC									\$472.59	\$0.00	\$0.00	\$0.00	\$472.59	5.310000	89			
1088	9/1/2023			CC									\$0.00	\$936.00	\$0.00	\$0.00	\$936.00	4.800000		195		
1089	9/4/2023	David	Morton	CC									\$204.44	\$0.00	\$0.00	\$0.00	\$204.44	5.310000	38.5			
1090	9/4/2023			CC									\$117.35	\$0.00	\$0.00	\$0.00	\$117.35	5.310000	22.1			
1091	9/4/2023			CC	\$75.00								\$159.30	\$0.00	\$0.00	\$0.00	\$234.30	5.310000	30			
1094	9/5/2023	Clint	Rejsek	CC									\$254.35	\$0.00	\$0.00	\$0.00	\$254.35	5.310000	47.9			
1095	9/5/2023			CC									\$55.76	\$0.00	\$0.00	\$0.00	\$55.76	5.310000	10.5			
1096	9/5/2023	David	Morton	CC							\$ 24.00	\$ 1.98	\$41.95	\$0.00	\$0.00	\$0.00	\$67.93	5.310000	7.9			
1097	9/5/2023			CC									\$53.10	\$0.00	\$0.00	\$0.00	\$53.10	5.310000	10			
1100	9/5/2023			CC									\$212.40	\$0.00	\$0.00	\$0.00	\$212.40	5.310000	40			
1101	9/2/2023	Daniel	Brandenburg	CC									\$116.82	\$0.00	\$0.00	\$0.00	\$116.82	5.310000	22			
1102	9/6/2023		Military	CC									\$0.00	\$0.00	\$1,062.85	\$55.41	\$1,118.26	4.201000		253		
1103	9/6/2023		Military	Cc									\$0.00	\$0.00	\$1,067.05	\$55.63	\$1,122.68	4.201000		254		
1104	9/6/2023		Military	CC									\$0.00	\$0.00	\$1,109.06	\$57.82	\$1,166.88	4.201000		264		
1105	9/6/2023		Military	CC									\$0.00	\$0.00	\$1,138.47	\$59.35	\$1,197.82	4.201000		271		
1106	9/6/2023		Military	CC									\$0.00	\$0.00	\$1,159.48	\$60.44	\$1,219.92	4.201000		276		
1107	9/6/2023	Richard	Jolliff	CC									\$122.66	\$0.00	\$0.00	\$0.00	\$122.66	5.310000	23.1			
1108	9/7/2023	David	Morton	CC									\$68.50	\$0.00	\$0.00	\$0.00	\$68.50	5.310000	12.9			
1109	9/8/2023			CC									\$106.73	\$0.00	\$0.00	\$0.00	\$106.73	5.310000	20.1			
1110	9/8/2023			CC									\$63.72	\$0.00	\$0.00	\$0.00	\$63.72	5.310000	12			
1111	9/8/2023			CC									\$108.86	\$0.00	\$0.00	\$0.00	\$108.86	5.310000	20.5			
1112	9/8/2023	LD Services		CC									\$0.00	\$2,110.30	\$0.00	\$0.00	\$2,110.30	4.700000		449		
1113	9/11/2023	Larry	Curtis	CC	\$25.00								\$0.00	\$0.00	\$0.00	\$0.00	\$25.00					
1114	9/11/2023		Skyhorse	CC									\$511.00	\$0.00	\$0.00	\$0.00	\$511.00	5.110000	100			
1115	9/11/2023	Richard	Jolliff	CC									\$221.43	\$0.00	\$0.00	\$0.00	\$221.43	5.310000	41.7			
1116	9/11/2023	Stan	Amyett	CC									\$15.93	\$0.00	\$0.00	\$0.00	\$15.93	5.310000	3			
1117	9/11/2023	Brad	Rhoades	CC									\$95.05	\$0.00	\$0.00	\$0.00	\$95.05	5.310000	17.9			
1118	9/10/2023			CC									\$131.16	\$0.00	\$0.00	\$0.00	\$131.16	5.310000	24.7			
1119	9/12/2023		Skyhorse	CC									\$573.10	\$0.00	\$0.00	\$0.00	\$573.10	5.210000	110			
1120	9/13/2023	Seth	Kear	CC									\$66.91	\$0.00	\$0.00	\$0.00	\$66.91	5.310000	12.6			
1121	9/15/2023			CC									\$929.99	\$0.00	\$0.00	\$0.00	\$929.99	5.210000	178.5			
1122	9/15/2023			CC									\$120.54	\$0.00	\$0.00	\$0.00	\$120.54	5.310000	22.7			
1123	9/18/2023		Contract										\$0.00	\$1,068.56	\$0.00	\$0.00	\$1,068.56	3.561850		300		
1124	9/19/2023			CC									\$148.15	\$0.00	\$0.00	\$0.00	\$148.15	5.310000	27.9			
1125	9/19/2023	Brant	Glenn	CC									\$101.95	\$0.00	\$0.00	\$0.00	\$101.95	5.310000	19.2			
1126	9/19/2023			CC									\$0.00	\$960.00	\$0.00	\$0.00	\$960.00	4.800000		200		
1127	9/20/2023	David	Morton	CC	\$85.00								\$0.00	\$0.00	\$0.00	\$0.00	\$85.00					
1128	9/20/2023	Clint	Rejsek	CC	\$85.00								\$0.00	\$0.00	\$0.00	\$0.00	\$85.00					
1129	9/20/2023		Neely Roofing	CC									\$158.77	\$0.00	\$0.00	\$0.00	\$158.77	5.310000	29.9			
1130	9/20/2023	Brant	Glenn	CC	\$85.00								\$0.00	\$0.00	\$0.00	\$0.00	\$85.00					
1131	9/20/2023			CC									\$56.82	\$0.00	\$0.00	\$0.00	\$56.82	5.310000	10.7			
1132	9/21/2023			CC									\$69.03	\$0.00	\$0.00	\$0.00	\$69.03	5.310000	13			
1133	9/22/2023			CC									\$0.00	\$700.80	\$0.00	\$0.00	\$700.80	4.800000		146		
1135	9/22/2023	Brad	Eggermeyer	Cash									\$80.71	\$0.00	\$0.00	\$0.00	\$80.71	5.310000	15.2			
1136	9/22/2023			CC									\$361.61	\$0.00	\$0.00	\$0.00	\$361.61	5.310000	68.1			
1139	9/22/2023			CC									\$0.00	\$0.00	\$1,064.88	\$50.58	\$1,115.46	4.590000		232		
1140	9/22/2023			CC									\$0.00	\$0.00	\$1,023.57	\$48.61	\$1,072.18	4.590000		223		
1141	9/22/2023			CC									\$0.00	\$0.00	\$1,087.83	\$51.67	\$1,139.50	4.590000		237		
1142	9/22/2023			CC									\$0.00	\$0.00	\$1,106.19	\$52.54	\$1,158.73	4.590000		241		
1143	9/22/2023			CC									\$0.00	\$0.00	\$1,037.34	\$49.27	\$1,086.61	4.590000		226		
1144	9/22/2023			CC									\$0.00	\$446.40	\$0.00	\$0.00	\$446.40	4.800000		93		

Building Permit Department
Monthly Report
FY 2023

10/10/2023

S.O.

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							1
Commercial Addition	4	1	4	2	1			3		1	1	1				1			7
Commercial Electrical	9	11	12	12	15		2	4	2					3		1	2	1	15
Commercial Gas	3	1	1	0	0														0
Commercial Mechanical/HVAC	5	4	7	6	10		3		1				1					1	6
Commercial Plumbing	10	15	9	21	20		3	2	2	1	1	4	1	8		3		25	
Commercial Remodel	3	5	3	5	9			1		1		2		1	2			7	
Commercial Demolition	1	0	0	1	3			2					1					3	
Commercial Sign	5	1	4	1	2		1				1			1	5	2		10	
Commercial Screening	0	0	0	0	0											1		1	
Commercial Cert of Occupancy	6	9	8	14	25		3	3	1					1	4	2		14	
Customer Service Inspection	6	1	1	1	0													0	
PZ-Subdivision	0	1	0	0	5													0	
PZ-Zoning Request	6	1	1	1	7				1		2		1			1		5	
Driveway/ Curb Cut	2	1	0	3	2					1				2		1		4	
Residential Accessory Bldg.	6	2	8	7	11					1		1	1	1		2		6	
Residential Additions	6	7	6	2	3		2			1		3	1	2				9	
Residential Demolition-Owner	1	2	0	0	1			1				1				1		3	
Residential Demolition-City	0	0	0	0	0													0	
Residential Electrical	51	46	80	61	74		7	4	3	4	5	5	14	14	11	10	7	2	86
Residential Fence	11	9	12	13	19		2	1	1		4	3	5		3	1	2	3	25
Residential Gas	16	16	2	4	1													0	
Residential Mechanical/HVAC	12	13	28	17	13		1		1	2	1	2		2	1			4	14
New Residential Bldg	3	0	1	2	1				1							1	1		3
Residential Plumbing	31	29	73	65	82		10	8	3	15	7	4	11	13	10	9	9	5	104
Residential Remodel	7	10	22	13	24		2	1	2	1	4	4	5	5	5	2	5		36
On-Site Sewage Facility																	1		1
Special Use	10	14	14	40	53		7	3	3	5	5	2	9	12	4	6	3	1	60
Monthly Total	213	200	299	292	381		43	30	21	31	32	25	54	56	48	33	44	28	445

10-10, 2023
SD

Code Enforcement
Monthly Case Load
FY 2023

Violations

Violation	FY18	FY19	FY20	FY21	FY22	FY23
Background Info Cases	6	0	0	0	0	0
Building Code Violations	6	1	0	0	2	3
Dangerous Premises	17	1	3	1	11	17
Depositing, Dumping, Burning	5	0	4	0	9	1
Home Occupation Violation	0	0	0	0	0	0
Junk and Unsightly Matter	65	106	65	101	60	37
Junked Vehicle, Nuiance	20	85	49	66	52	15
Minimum Housing Standards	15	10	0	0	6	19
Noise Prohibited, Animals	0	7	5	0	2	2
Non-Residential Open Storage	0	0	0	0	0	0
Obstruction of Drainageway	0	0	0	0	0	0
Permit Required	1	2	0	0	2	3
Pool Enclosure	1	0	0	0	0	0
Posting Signs on Poles	0	0	0	0	0	0
Posting Signs on Public Property	0	0	0	0	0	0
Acc. Bldg. prohibited in front yd	0	0	0	0	0	0
Refrigerators and Air Tight Containers	1	0	0	0	3	0
Residential Open Storage	3	3	2	1	1	0
Residential Setbacks	1	0	0	0	0	0
Residential RVs - No Residence	1	1	3	0	5	3
Sight Visibility	0	0	1	0	0	0
Unsanitary Conditions	8	0	3	2	30	14
Weeds and Vegetation	49	68	28	43	35	40
Abandon Vehicle					2	0
Parking in Alley					2	0
Parking of Large Trucks, Trailers...					2	1
Parking 72 hrs Prohibited					9	1
Garbage, Tires					15	0
Cover Securely					1	0
Meter Tampering/damage fees					2	7
Utilities Disc. for Plumbing violations					1	1
Keeping Roosters prohibited					6	
RVs and Travel Trailers No Allowed					2	
Keeping Animals in Front Yard					1	
Zoning Ord. Use Regs Violations	2	0	0	0	1	0
Monthly Totals	201	284	163	221	253	173

Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug	Sept.	Totals
												0
2	1											3
1	2				4	4	2	1		3		17
											1	1
											0	0
2	6	2		1	10	4	3	3	5	1		37
1		1	1		5		1	5		1		15
	6			3	1	3					6	19
2												2
											0	0
											0	0
1	1									1		3
											0	0
											0	0
1	2											3
											0	0
1	3	2	1	3	2	1	1					14
2	3		1	4	9	3	4	4	9	1		40
											0	0
			1									1
		1										1
											0	0
				2				2	1	2		7
										1		1
1	1								1	1	2	6
			1								2	
									1		1	1
											0	0
14	30	5	3	15	32	13	12	15	22	6	6	173

Cases

Open Cases at the start of month	659	611	425	636	476	348
Complaints	65	11	2	1	18	30
Pro-Active - Self Initiated	63	168	111	151	131	43
Total New Cases	127	179	113	151	148	73
Inspections Preformed					236	421
Closed Cases	104	238	57	133	173	74
Citations	19	1	7	4	12	20
Open Cases at the end of month	683	552	564	621	451	347

37	33	38	23	18	19	26	26	25	30	33	40	348
4	0	2	1	2	6	0	2	2	6	5	0	30
1	10	1	0	3	6	4	4	6	6	2	0	43
5	10	3	1	5	12	4	6	8	12	7	0	73
86	58	30	12	30	35	19	27	31	40	36	17	421
9	5	18	6	4	5	4	7	3	9	0	4	74
1	4	1	2	0	0	3	3	2	1	1	2	20
33	38	23	18	19	26	26	25	30	33	40	36	347

Utility Inspections	238	201	187	208	221	1055
---------------------	-----	-----	-----	-----	-----	------

17	12	6	12	6	6	14	23	12	11	10	11	140
----	----	---	----	---	---	----	----	----	----	----	----	-----

Municipal Court Monthly Report
SEPTEMBER 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:	3,017	1	0	1,388	9	96
a. Active Cases	1,722	1	0	982	6	80
b. Inactive Cases	1,295	0	0	406	3	16
2. New Cases Filed	133	0	0	20	0	2
3. Cases Reactivated	19	0	0	4	0	1
4. All other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket	1,874	1	0	1,006	6	83
6. Dispositions Prior to Court Appearance or Trial:						
a. Uncontested Dispositions	47	0	0	9	0	1
b. Dismissed by Prosecution	3	0	0	0	0	0
7. Dispositions at Trial:						
a. Convictions:						
1) Guilty Plea or Nolo Contendere	1	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	0	0	0	0	0	0
8. Compliance Dismissals:						
a. After Driver Safety Course	0					
b. After Deferred Disposition	0	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	0					
g. All other Transportation Code Dismissals	7	0	0	0	0	0
h. All other Dispositions	0	0	0	0	0	0
10. Total Cases Disposed	55	0	0	10	0	1
11. Cases Placed on Inactive Status	63	0	0	10	0	2
12. Total Cases Pending End of Month:	3,095	1	0	1,398	9	97
a. Active Cases	1,756	1	0	986	6	80
b. Inactive Cases	1,339	0	0	412	3	17
13. Show Cause Hearings Held	1	0	0	1	0	1
14. CasesAppealed:						
a. After Trial	0	0	0	0	0	0
b. Without Trial	1	0	0	0	0	0

Additional Activity	Total
Cases in Which a Fine and Court Costs Satisfied by Community Service	
a. Partial Satisfaction	9
b. Full Satisfaction	2
Cases in Which Fine and Court Costs Satisfied by Jail Credit	2
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	\$12,267.77
b. Remitted to State	\$6,969.67
c. Total	\$19,237.44
Arrest Warrants Issued	83

Civil Section	Total Cases
1. Total Cases Pending First of Month	326
a. Active Cases	282
b. Inactive Cases	44
2. New Cases Filed	3
3. Cases Reactivated	0
4. All other Cases Added	0
5. Total Cases On Docket	285
6. Uncontested Civil Fines or Penalties	4
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	4
14. Cases Placed on Inactive Status	0
15. Total Cases Pending End of Month:	325
a. Active Cases	281
b. Inactive Cases	44
16. CasesAppealed:	
a. After Trial	0
b. Without Trial	0

Juvenile/ Minor Activity	Total
1. Transportation Code Cases Filed	0
2. Non-driving Alcoholic Beverage Code Cases Filed	0
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 10-05-2023