



Aaron Garcia  
Mayor

Larry Land  
Council Member Place 1

Missi Elliston  
Mayor Pro Tem  
Council Member Place 2

Jeffrey Sutton  
Council Member Place 3

Felix Gomez, Jr.  
Council Member Place 4

Gabe Moreno  
Council Member Place 5

Erin Corbell  
City Manager

Tina Keys  
City Secretary

Sharon Hicks  
City Attorney

## **MISSION**

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

## **CITY OF BRADY COUNCIL AGENDA REGULAR CITY COUNCIL MEETING NOVEMBER 7 2023 AT 6:00 PM**

NOTICE is hereby given of a meeting of the City Council of City of Brady, McCulloch County, State of Texas, to be held at **6:00** p.m. November 7, 2023, at the City of Brady Municipal Court Building located 207 S. Elm St., Brady, Texas, for the purpose of considering the following items. The City Council of the City of Brady, Texas, reserves the right to meet in closed session on any of the items listed below should the need arise and if applicable pursuant to authorization by Title 5. Chapter 551. of the Texas Government Code.

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

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

### **3. PUBLIC COMMENTS: Reserved for items NOT listed on the agenda**

*Please limit individual public comments to three (3) minutes. In accordance with TX AG opinion, any public comment addressing items not on the agenda, will only be heard by the City Council. No formal action, deliberation, discussion, or comment will be made by City Council. State Law prohibits any deliberation or decisions regarding items presented in public comments. City Council may only make a statement of specific factual information given in response to the inquiry; recite an existing policy; or request staff to place the item on an agenda for a subsequent meeting.*

### **4. CONSENT AGENDA: Reserved for routine items to save time**

*Any item may be removed from the Consent Agenda at the request of a Council Member and considered separately following the Consent Agenda approval. All items listed on the Consent Agenda are to be with one motion "Move to approve Consent Agenda."*

- A. Approval of Minutes for Regular and Work Session Meetings on October 17, 2023

### **5. PRESENTATIONS**

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

Public Hearing for comments from the public regarding request for a zoning change from Commercial District to Two Family District for property located at 300 S. Pecan St. in the Luhr Subdivision, Block 18, Lot No. E/2.

## 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 **second and final 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 regarding short term rentals in the City of Brady.
- C. Discussion, consideration and possible action regarding the **first reading of Ordinance 1367** of the City of Brady, Texas granting a zoning change from Commercial District to Two Family District for property located at 300 S. Pecan St. in the Luhr Subdivision, Block 18, Lot No. E/2.
- D. Discussion, consideration and possible action regarding **Resolution 2023-018** voting for McCulloch County Appraisal District Board of Directors for 2024-2015.
- E. Discussion, consideration and possible action regarding the **first reading of Ordinance 1369** of the City of Brady, Texas to adopt Minimum Standards for Commercial Operators and Airport Tenants at the Curtis field Airport in Brady Texas and repealing Ordinance 840.
- F. Discussion, consideration and possible action regarding the **first reading of Ordinance 1370** of the City of Brady, Texas providing Rules and Regulations for the efficient and safe operation of the Curtis Field Municipal Airport and repealing Ordinance 841.
- G. Discussion, consideration and possible action regarding the **first reading of Ordinance 1371** of the City of Brady, Texas amending Ordinance 1366, a Schedule of Fees for the Administration of Utility Rates, Programs, Regulations and other Operations of the City; adding a Ramp/Landing Fee for Curtis Field Municipal Airport.
- H. Discussion, consideration and possible action regarding approval of **Resolution 2023-020** authorizing the Mayor to approve submission and acceptance of a grant through the Texas Department of Transportation for Routine Airport Maintenance (RAMP Grant) at Curtis Field Airport for Fiscal Year 2024, in an amount not to exceed \$100,000 and authorizing compliance with the grant terms; and providing an effective date.
- I. Discussion, consideration and possible action authorizing the city manager to execute a purchase order for a 623K Scraper from WarrenCAT, San Angelo, TX and approve **Resolution 2023-019** to enter into a lease/purchase agreement with CAT Financial Services
- J. Discussion, consideration and possible action to approve the **first reading of Ordinance 1372** amending the average monthly payment agreement billing program for the payment of water, sewer, gas, electric and/or trash services.
- K. REMOVE FROM THE TABLE:  
Discussion, consideration and possible action awarding bid for remodel of 607 W. 11<sup>th</sup> to house Brady Police Department

## 8. STAFF REPORTS

### A. Upcoming Special Events/Meetings:

|             |  |
|-------------|--|
| November 10 | Special Joint Meeting with Charter Review Commission, 1:00 p.m.    |
| November 10 | Veteran's Day Holiday, City offices closed, altered trash schedule |
| November 21 | Regular City Council Meeting, 6:00                                 |
| November 23 | <b>HAPPY BIRTHDAY JEFFREY SUTTON</b>                               |
| Nov. 23, 24 | Thanksgiving Holiday, City offices closed, altered trash schedule  |
| December 5  | Regular City Council Meeting, 6:00                                 |
| December 19 | Regular City Council Meeting, 6:00                                 |
| Dec. 25-26  | Christmas 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:
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## 11. OPEN SESSION ACTION ON ANY ITEMS COMING OUT OF EXECUTIVE SESSION

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

## 12. ADJOURNMENT

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

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

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

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

The City Council of the City of Brady reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on this agenda as authorized by the Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding prospective Gifts or Donations), 551.074 (Personnel Matters), 551.076

(Deliberations regarding Security Devices), 551.086 (Deliberate, vote or take final action on competitive matters of the public power utility), and 551.087 (Deliberation regarding Economic Development).

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

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The City Council of the City of Brady, Texas met in a Work Session Meeting on Tuesday October 17, 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 City Manager Erin Corbell, Public Works Director Steven Miller, Solid Waste Superintendent Jim Kidd, City Attorney Sharon Hicks, and City Secretary Tina Keys. Also in attendance was Anthony Groves. Felix Gomez entered the meeting at 5:11 p.m. after a quorum was certified.

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

Mayor Garcia called the meeting to order at 5:05 p.m. Council quorum was certified.

#### **2. PUBLIC COMMENTS**

There were no public comments

#### **3. INDIVIDUAL CONCERNS**

- A. Discussion with Solid Waste Superintendent Jim Kidd – Jim Kidd reviewed solid waste division composure and landfill makeup and challenges.
- B. Discussion regarding remodeled police department bids. Erin Corbell reviewed bids for police station. Bids came in under estimate. Erin said they are working on getting Eikon here to meet with Council. Erin said parking would be an issue. Council Member Moreno said we can move council to the civic center. Council Member Elliston asked if he is saying permanently move council to civic center, Council Member Moreno said yes. Erin said office space is going to be an issue. Council Member Moreno said the contractors need to know what we're doing. Council Member Elliston said the prices on the bids could change.

#### **4. ADJOURNMENT**

There being no further business, Mayor Garcia adjourned the meeting at 5:47 p.m.

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Aaron Garcia, Mayor

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

Tina Keys, City Secretary

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The City Council of the City of Brady, Texas met in a Regular Meeting on Tuesday October 17, 2023 at 6:00 p.m. with Mayor Aaron Garcia presiding. Council Members present were Missi Elliston, Gabe Moreno, Felix Gomez, Jr. and Jeffrey Sutton. City staff present were City Manager Erin Corbell, Public Works Director Steven Miller, Finance Director Lisa McElrath, Police Chief Randy Batten, City Attorney Sharon Hicks and City Secretary Tina Keys. Also in attendance were Anthony Groves, Daniel Mendoza, James Stewart, James Griffin, Elizabeth Probst, Tara Probst, Lisa and Lawrence Selensky, Charles Hodges, Sherri Probst, and Kalob Aguirre.

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

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

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

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

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

There were no public comments.

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

- A. Approval of Minutes for Regular Meeting on 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.

All items were separated for consideration.

Item A –Council Member Elliston requested the name Jordan Boggs be changed to Missi Boggs. Council Member Elliston moved to approve Item A as amended. Seconded by Council Member Sutton. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.

Item B – Council Member Elliston moved to approve. Seconded by Council Member Gomez. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.

Item C – Erin Corbell said she would like the request to be amended to add the closure of Main St. at Church Street as well. Council Member Elliston moved to approve as amended. Seconded by Council Member Gomez. All Council members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.

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

- Elizabeth Probst Proclamation – Mayor Garcia read proclamation and congratulated Elizabeth Probst on her many accomplishments

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

There were no public hearings.

## 7. INDIVIDUAL CONCERNS

- A. Discussion, consideration and possible action regarding the **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. Lisa McElrath presented. Council Member Sutton moved to approve the first reading of Ordinance 1368. Seconded by Council Member Ellison. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.
- 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. Lisa McElrath presented. Council Member Elliston moved to approve Resolution 2023-017 approving the City’s Investment Policy and appointing Council Member Moreno to serve on the Investment Committee for the FY 24 term. Seconded by Council Member Sutton. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.
- C. Discussion, consideration and possible action on reviewing Chamber of Commerce tourism budget and request to keep excess tourism funds. Erin Corbell presented. Council Member Moreno asked what they plan on doing with the funds. Daniel Mendoza said they would like to revamp the Visit Brady handout and look at some signage issues throughout Brady. Council Member Elliston asked how much excess is there. Daniel said for this year we have \$14,000 not including our last check in November which is estimated to be \$60,000. They’re trying to bring some things back to town. Council Member Elliston said it has to be considered how many volunteers it takes to make these things happen. Daniel said he thinks a majority of the citizens realize that. Council Member Moreno moved to approve. Seconded by Council Member Gomez. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.
- D. Discussion, consideration and possible action on accepting bids for remodeled police department facility. Erin Corbell said she would request that Council table the item until after they meet with Eikon. Council Member Elliston said she would like the meeting with Eikon as soon as possible so we don’t lose the costs of the current bids. Council Member Moreno moved to table. Seconded by Council Member Elliston. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.
- E. Discussion, consideration and possible action to nominate members for the McCulloch County Appraisal District Board of Directors. Council Member Elliston moved to nominate Reed Williams, Michael Cook and Gabe Moreno. Seconded by Council Member Gomez. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.

## 8. STAFF REPORTS

- A. **Monthly Financial / Utility Reports**
- B. **Monthly Activity Reports:** Seniors, Golf, BPD, Fire-EMS Calls, BVFD Expense Report, Animal Control, Airport, Code Enforcement, Municipal Court
- C. **Upcoming Special Events/Meetings:**

|             |  |
|-------------|--|
| 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 announcements

## 10. EXECUTIVE SESSION

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

- Pursuant to Section 551.071 (Consultation with Attorney), the City Council will consult with the City Attorney about pending or contemplated litigation or on a matter in which the duty of the attorney to the City under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act:
- Pursuant to Section 551.072 (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

Regular session was recessed at 6:32 p.m. Executive Session was opened at 6:36 p.m. and closed at 8:32 p.m.

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

There was no action as a result of Executive Session.

## 12. ADJOURNMENT

There being no further business, Mayor Garcia adjourned the meeting at 8:33 p.m.

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Aaron Garcia, Mayor

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

Tina Keys, City Secretary

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

|   |         |                                |             |
|---|---------|--------------------------------|-------------|
| <b>AGENDA DATE:</b>   | 11-7-23 | <b>AGENDA ITEM</b>             | 7.A.        |
| <b>AGENDA SUBJECT:</b> Discussion, consideration and possible action regarding <b>second and final reading of Ordinance 1368</b> of the City of Brady, Texas, to amend FY 2024 Budget transferring unfinished FY 2023 projects to the FY 2024 Budget cycle.   |         |                                |             |
| <b>PREPARED BY:</b> Lisa McElrath   |         | <b>Date Submitted:</b>         | 10-11-2023  |
| <b>EXHIBITS:</b> Ordinance 1368<br>Exhibit A - Amendment Summary  |         |                                |             |
| <b>BUDGETARY IMPACT:</b>  |         | <b>Required Expenditure:</b>   | \$7,327,345 |
|   |         | <b>Amount Budgeted:</b>        | \$7,327,345 |
|   |         | <b>Appropriation Required:</b> | \$7,327,345 |
| <b>CITY MANAGER APPROVAL:</b>   |         |                                |             |
| <b>SUMMARY:</b><br><br>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.<br><br><b>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.</b><br><br>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.<br><br>\$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. |         |                                |             |

|  |
|--|
| <b>RECOMMENDED ACTION:</b>   |
| <b>Mayor will ask:</b> <u>“Madam City Secretary please read the Ordinance Preamble for the record in accordance with the City Charter.”</u> “Secretary reads preamble” |
| <b>Mayor calls for a motion:</b><br>Move to approve the <b>second and final reading</b> of Ordinance 1368.   |

**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.**

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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><br>INC/(DEC) | <u>BUDGET NUMBER</u> | <u>BUDGET DESCRIPTION</u>    | <u>AMENDED<br/>BUDGET</u> |
|---|----------------------------|----------------------|------------------------------|---------------------------|
| <b>GENERAL FUND -10</b>                           |                            |                      |                              |                           |
| 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                |
| <b>NEW REQUEST: roof repair - Municipal Court</b> | \$ 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/> <b>GENERAL CONSTRUCTION FUND - 11</b>       |                            |                      |                              |                           |
| 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/> <b>ELECTRIC FUND -20</b>                    |                            |                      |                              |                           |
| 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/> <b>WATER / SWER FUND - 30</b>               |                            |                      |                              |                           |
| 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><br>INC/(DEC) | <u>BUDGET NUMBER</u> | <u>BUDGET DESCRIPTION</u>    | <u>AMENDED<br/>BUDGET</u> |
|---|----------------------------|----------------------|------------------------------|---------------------------|
| <b>SOLID WASTE FUND -60</b>                   |                            |                      |                              |                           |
| 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>   |                      |                              |                           |
| <b>SPECIAL REVENUE - 80</b>                   |                            |                      |                              |                           |
| 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>    |                      |                              |                           |
| <b>WATER CONSTRUCTION FUND -33</b>            |                            |                      |                              |                           |
| Roll-over remaining funding available         | \$ 3,112,522               | 33-5-33-286.00       | TWDB CO 2019 L1000917        | \$ 3,162,522              |
| 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> |                      |                              |                           |
| <b>WWTP CONSTRUCTION FUND -35</b>             |                            |                      |                              |                           |
| 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> |                      |                              |                           |
| <b>TOTAL INCREASE TO THE FY 24 BUDGET</b>     | <b>\$ 7,327,345</b>        |                      |                              |                           |
| <b>TOTAL INCREASE TO THE FY 24 REVENUES</b>   | <b>\$ 118,535</b>          |                      |                              |                           |

# City Council

## City of Brady, Texas

### Agenda Action Form

|   |  |                        |           |
|---|--|------------------------|-----------|
| <b>AGENDA DATE:</b>   | 11/07/2023   | <b>AGENDA ITEM</b>     | 7.B.      |
| <b>AGENDA SUBJECT:</b>  | Discussion regarding short term rentals in the City of Brady |                        |           |
| <b>PREPARED BY:</b>   |  | <b>Date Submitted:</b> | 11/2/2023 |
| <b>EXHIBITS:</b>  |  |                        |           |
| <b>BUDGETARY IMPACT:</b>  | <b>Required Expenditure:</b>                                 | \$00.00                |           |
|   | <b>Amount Budgeted:</b>                                      | \$00.00                |           |
|   | <b>Appropriation Required:</b>                               | \$00.00                |           |
| <b>CITY MANAGER APPROVAL:</b>   |  |                        |           |
| <b>SUMMARY:</b><br><br>Several issues regarding short-term rentals have been presented to staff recently. The City needs to address processes to handle short term rental requests. |  |                        |           |
| <b>RECOMMENDED ACTION:</b><br><br>Direct Staff as desired   |  |                        |           |

**City Council  
City of Brady, Texas**

**Agenda Action Form for Ordinance**

|                               |  |                        |           |
|-------------------------------|--|------------------------|-----------|
| <b>AGENDA DATE:</b>           | 10/17/2023   | <b>AGENDA ITEM</b>     | 7.C.      |
| <b>AGENDA SUBJECT:</b>        | Discussion, consideration, and possible action regarding the <b>first reading of Ordinance 1367</b> of the City of Brady, Texas granting a zoning change from Commercial District to Two Family District for property located at 300 S. Pecan St., in the Luhr Subdivision, Block 18, Lot No. E/2. |                        |           |
| <b>PREPARED BY:</b>           | T. Keys / S. Diaz  | <b>Date Submitted:</b> | 10/4/2023 |
| <b>EXHIBITS:</b>              | Ordinance 1367<br>Zoning Application and Packet  |                        |           |
| <b>BUDGETARY IMPACT:</b>      | <b>Required Expenditure:</b>   | 0.00                   |           |
|                               | <b>Amount Budgeted:</b>  | 0.00                   |           |
|                               | <b>Appropriation Required:</b>   | 0.00                   |           |
| <b>CITY MANAGER APPROVAL:</b> |  |                        |           |

**SUMMARY:**

Keith Bryant contacted the Code Office requesting a zoning change to Two-Family Residential District for property located at 300 S. Pecan Street. This property is currently zoned as a Commercial District.

The property to the West, East, and South is Single Family Residential and North is Commercial District.

The zoning application was filed on September 18, 2023.

The City published the proper notice for property located at 300 S. Pecan Street in the Luhr Subdivision, Block 18, Lot E/2, Brady Texas, for the purpose to rezone and gave proper notice to all property owners within 200 feet.

**RECOMMENDED ACTION:**

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

**Mayor calls for a motion:**

Move to approve the **second and final** reading of Ordinance 1367.

**ORDINANCE NO. 1367**

**AN ORDINANCE OF THE CITY OF BRADY, TEXAS, GRANTING A ZONING CHANGE FROM COMMERCIAL DISTRICT TO TWO FAMILY RESIDENTIAL DISTRICT FOR PROPERTY LOCATED AT 300 S. PECAN STREET IN THE LUHR SUBDIVISION BLOCK 18, LOT NO. E/2.**

**WHEREAS**, Chapter 211 of the Texas Local Government Code empowers the City of Brady, Texas to enact zoning regulations and provide for their administration, enforcement and amendment; and

**WHEREAS**, the City has previously deemed it necessary and desirable to adopt zoning regulations to provide for the orderly development of property within the City in order to promote the public health, safety, morals and general welfare of the residents of the City, and

**WHEREAS**, Chapter 14 of the Brady Code of Ordinances constitutes the City's Zoning Regulations and requires property to be zoned in accordance with proper designations as defined by the City; and

**WHEREAS**, Keith Bryant has requested a zoning change to Two Family Residential District, and

**WHEREAS**, the Planning and Zoning Commission of the City provided adequate notice and held a public hearing on October 10, 2023 in accordance with the Brady Code of Ordinances and Chapter 211 of the Texas Local Government Code; and

**WHEREAS**, the Planning and Zoning Commission of the City recommended approving the zoning change of the designated property and confirmed that the zoning change is uniform and does conform to the plan design of the City's Zoning regulations; and

**WHEREAS**, the City Council believes the zoning change will not adversely affect the character of the area of the neighborhood in which it is proposed; will not substantially depreciate the value of adjacent or nearby properties; will be in keeping with the spirit and intent of the City's Zoning Ordinance; will comply with applicable standards of the district in which located; and will not adversely affect traffic, public health, public utilities, public safety and the general welfare of the residents of the City;

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

A Zoning Change from Commercial District to Two-Family Residential District is granted for property located at 300 S. Pecan Street in the Luhr Subdivision, Block No. 18, Lot No E/2.

**PASSED AND APPROVED** on its First Reading on this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**PASSED AND APPROVED** on its Second reading this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

---

Aaron Garcia, Mayor

ATTEST:

---

Tina Keys, City Secretary

Brady Code Enforcement  
Division  
325-597-2152 ext. 1000 (phone)  
325-597-2068 (fax)

City of Brady  
Zoning Application

City of Brady  
201 E. Main St.  
P.O. Box 351  
Brady, TX 76825

|   |                                       |
|---|---------------------------------------|
| Property Owner Information  |                                       |
| Owner: <u>Keith &amp; Lisa Bryant</u>   | Phone No.: <u></u>                    |
| Cell No.: <u>817-517-4807</u>   | Email: <u>Keith-grandad@yahoo.com</u> |
| Address: <u>50 CR 208, Kosse, TX 76887</u>  |                                       |
| Owner Signature: <u>Keith Bryant</u>  |                                       |
| If the property owner is represented by an authorized agent, please complete the following: |                                       |
| Agent: <u></u>  | Phone No.: <u></u>                    |
| Cell No.: <u></u>   | Email: <u></u>                        |
| Address: <u></u>  |                                       |
| Agent Signature: <u></u>  |                                       |

|  |                       |                        |                          |
|--|-----------------------|------------------------|--------------------------|
| Existing Property Information:                                       |                       |                        |                          |
| Lot: <u>E/2</u>  | No. of Lots: <u>1</u> | Block: <u>18</u>       | Subdivision: <u>LUNR</u> |
| Address: <u>300 S. Pecan</u>   |                       | <u>Brady, TX 76825</u> |                          |
| Current Zoning District (Please note chart below): <u>Commercial</u> |                       |                        |                          |

(A) Agriculture (BLR) Brady Lake Recreational (SF-5) Single Family Residential (2F) Two Family Residential  
(MF) Multi-Family Residential (MH) Manufactured Home District (C) Commercial District (O) Office District  
(R) Retail District (CBD) Central Business District (I) Industrial District (PD) Planning Development District  
(SUP) Specific Use Provision

|   |   |
|---|---|
| Application Request:                            |   |
| <input checked="" type="checkbox"/> Zone Change | <input type="checkbox"/> Specific Use Provision |
| Use or Zoning Requested:                        | <u>(2F) Two Family Residential</u>              |
| Reason for Request:                             | <u>New construction of multi family</u>         |

The Code Enforcement Division will only accept complete applications. This includes a completed application form, proof of ownership, non-refundable filing fee made payable to the City of Brady, legal description or surveyed plat drawn by a Licensed Surveyor, and a Comprehensive Site Plan (if applicable). Planning and Zoning Commission meetings are held on the 2nd Tuesday of each month at 5:30 p.m. Applications are due thirty (30) days prior to the meeting date.

|  |   |
|--|---|
| Office Use Only:   |   |
| <input type="checkbox"/> Complete Application                    | Received by: <u>Silvia Diaz</u>                 |
| <input checked="" type="checkbox"/> \$200.00 Fee                 | Filing Date: <u>September 18, 2023</u>          |
| <input checked="" type="checkbox"/> Proof of Ownership           | P&Z Date: <u>October 10, 2023</u>               |
| <input type="checkbox"/> Surveyed Plat                           | 1st City Council Date: <u>October 17, 2023</u>  |
| <input type="checkbox"/> Comprehensive Site Plan (for PD or SUP) | 2nd City Council Date: <u>November, 7, 2023</u> |



**BRADY**  
THE CITY OF  
**TEXAS**

# CITY OF BRADY

P.O. Box 351  
Brady, TX 7682-0351  
325-597-2152 FAX 325-597-2068

## SUBDIVISION PERMIT

**PERMIT #:** 181672

**DATE ISSUED:** 9/18/2023

|                  |                            |                  |                    |
|------------------|----------------------------|------------------|--------------------|
| JOB ADDRESS:     | 300 S PECAN ST             | LOT #:           | E/2                |
| PARCEL ID:       | 22253                      | BLK #:           | 18                 |
| SUBDIVISION:     | LUHR                       | ZONING:          | COMMERCIAL         |
| ISSUED TO:       | KEITH BRYANT               | CONTRACTOR:      | KEITH BRYANT       |
| ADDRESS          | 50 COUNTY ROAD 208         | ADDRESS:         | 50 COUNTY ROAD 208 |
| CITY, STATE ZIP: | VOCA TX 76887              | CITY, STATE ZIP: | VOCA TX 76887      |
| PHONE:           |                            | PHONE:           | 817-517-4807       |
| WORK DESC:       | ZONING CHANGE FROM C TO 2F | SETBACKS:        |                    |
| VALUATION:       | \$ 0.00                    | FRONT:           |                    |
| SQ FT            | 0.00                       | LEFT SIDE:       |                    |
| OCCP TYPE:       |                            | RIGHT SIDE:      |                    |
| CNST TYPE:       |                            | REAR:            |                    |

| <b>FEE CODE</b> | <b>DESCRIPTION</b>          | <b>AMOUNT</b> |
|-----------------|-----------------------------|---------------|
| PZ005           | PLANNING/ZONING APPLICATION | \$ 200.00     |
|                 | <b>TOTAL</b>                | \$ 200.00     |

**NOTES:**

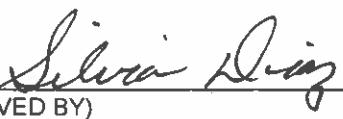
**NOTICE**

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

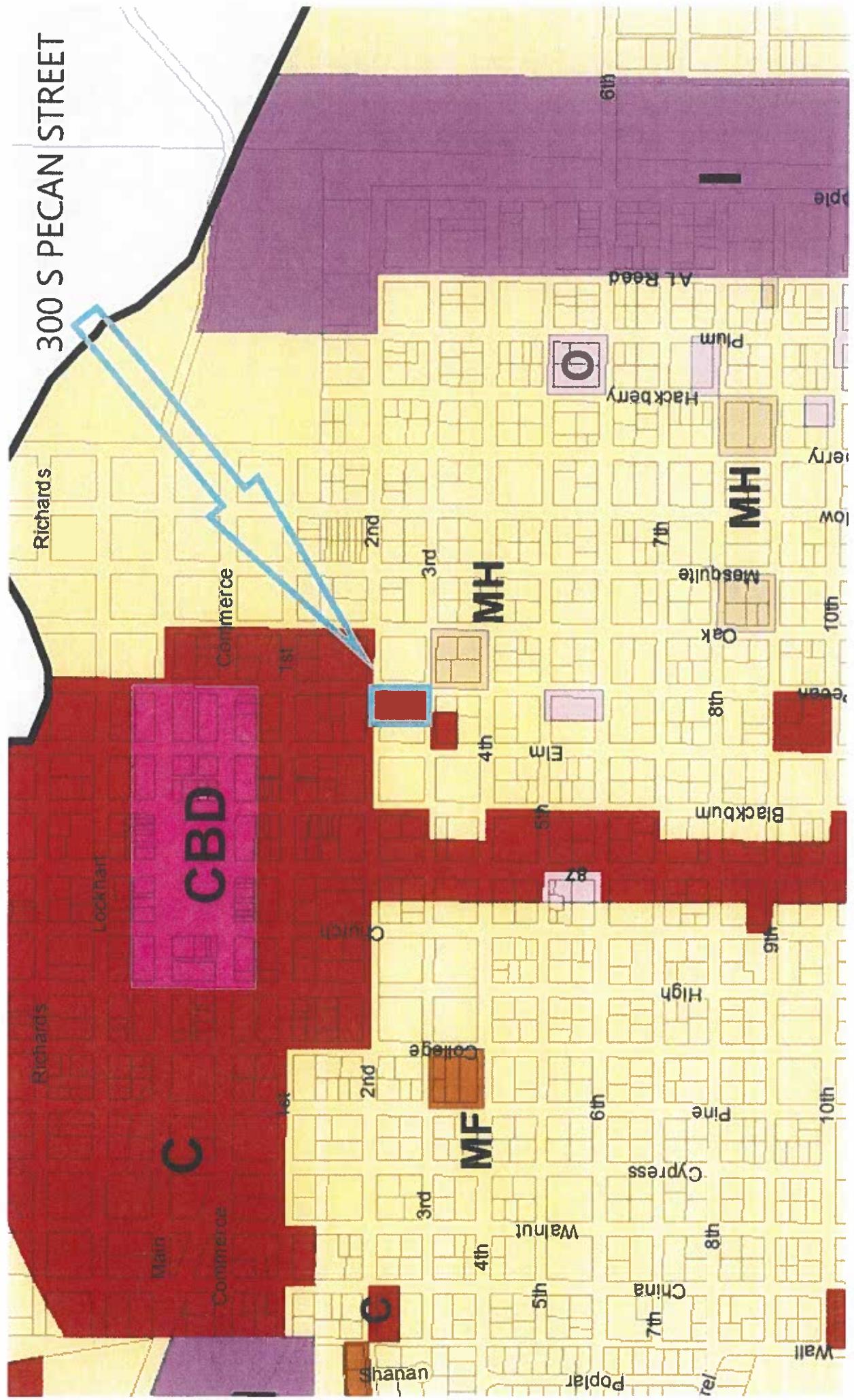
I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

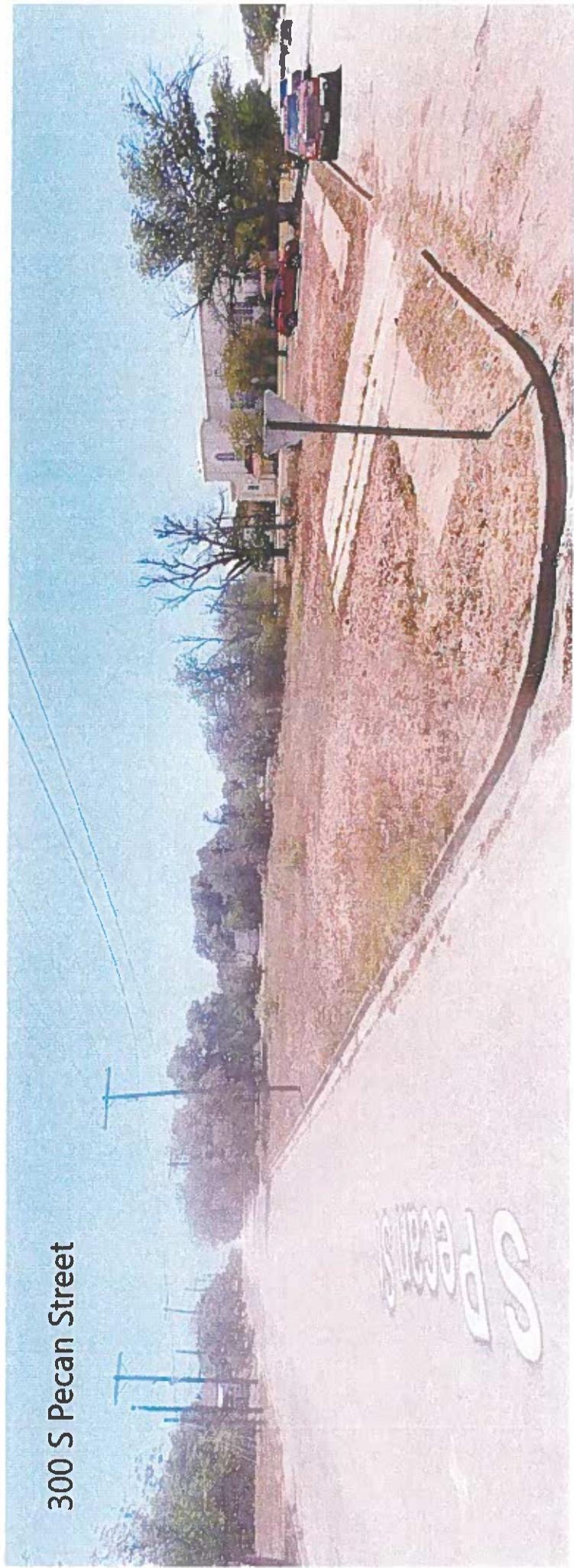
  
(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

9/18/2023  
DATE

  
(APPROVED BY)

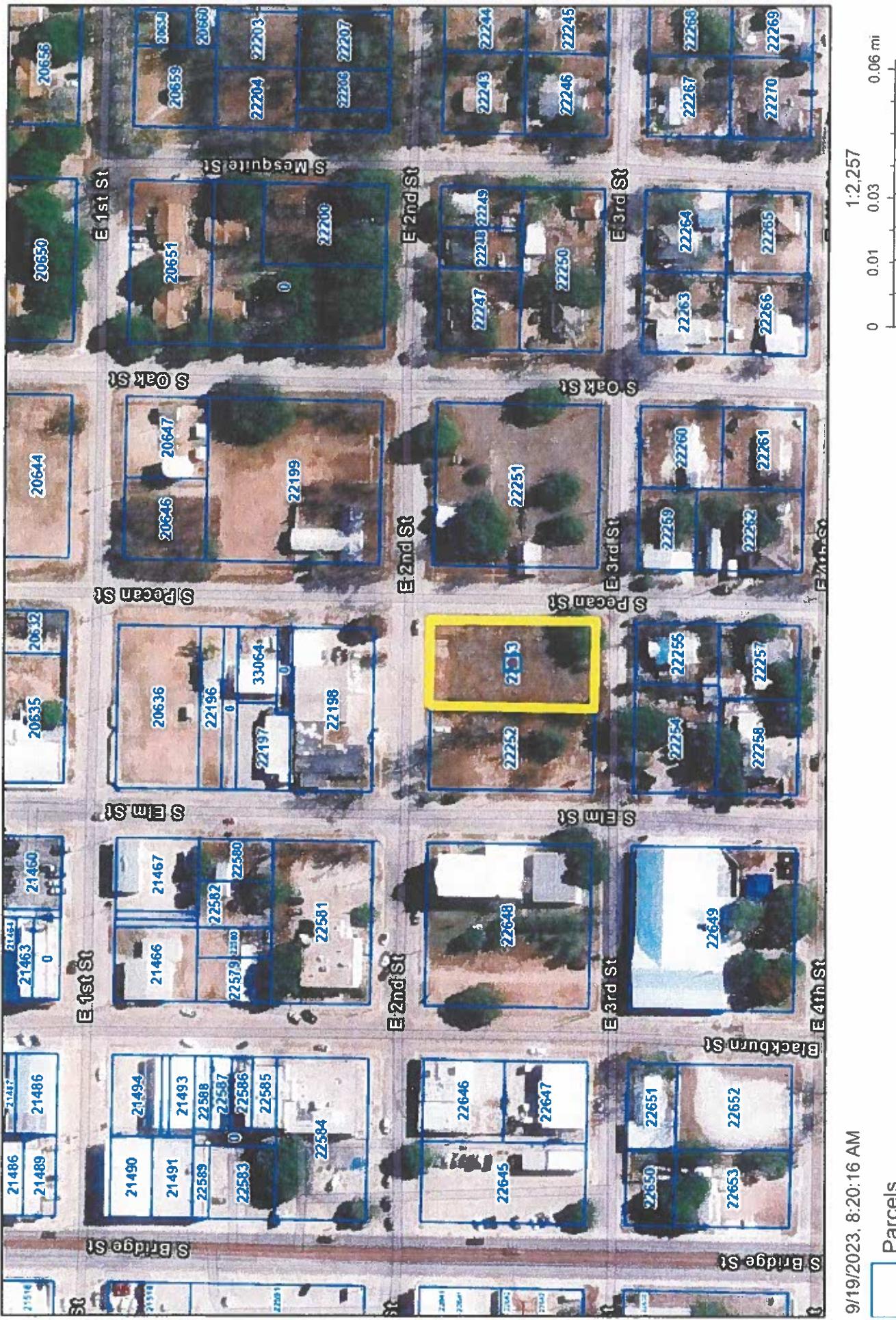
9/18/2023  
DATE





300 S Pecan Street

300 S PECAN STREET, BRADY TX

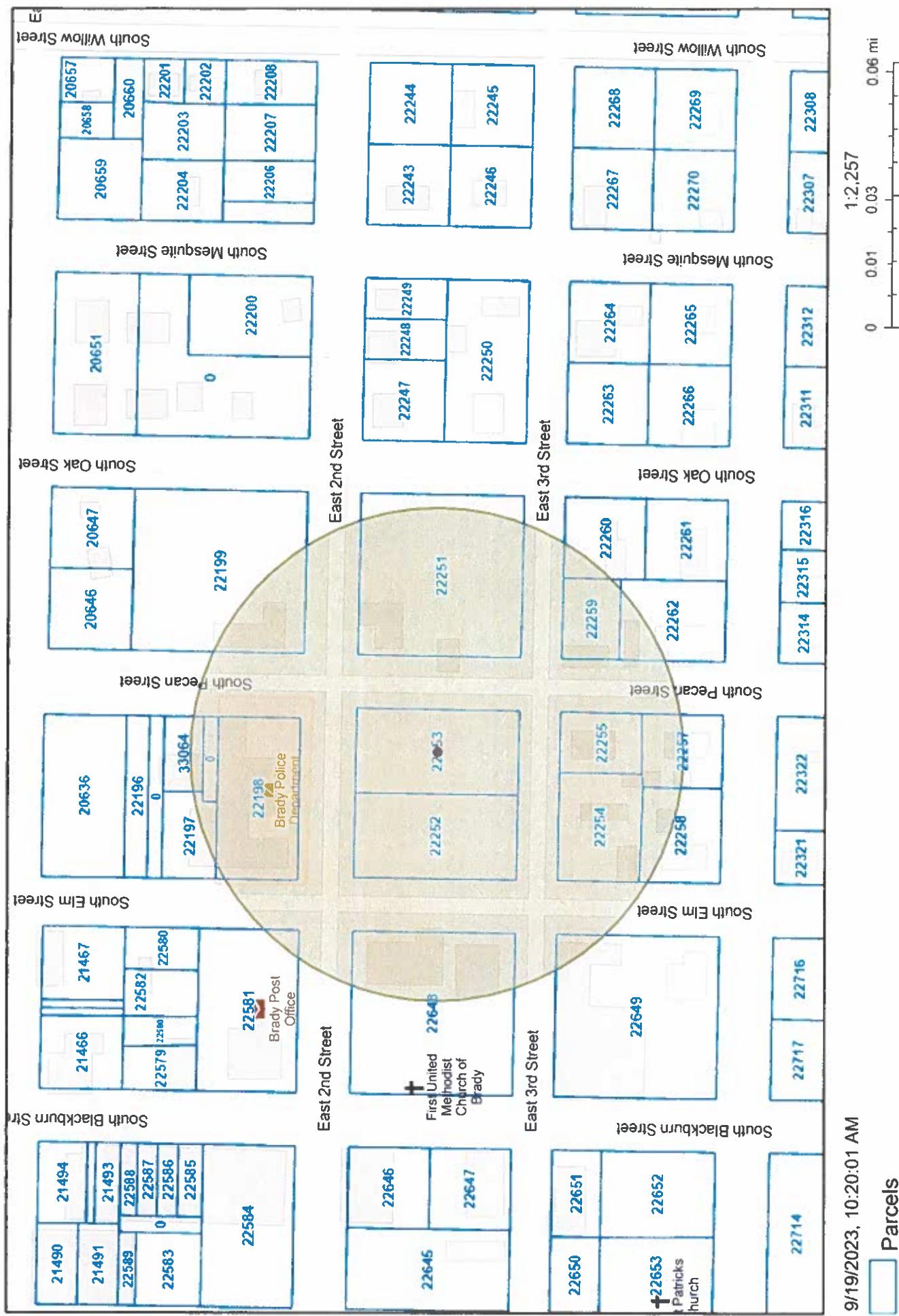


9/19/2023, 8:20:16 AM

## Parcels

This product is for informational purposes and may not have been prepared for or be suitable for legal engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the liability of the McCulloch CAD

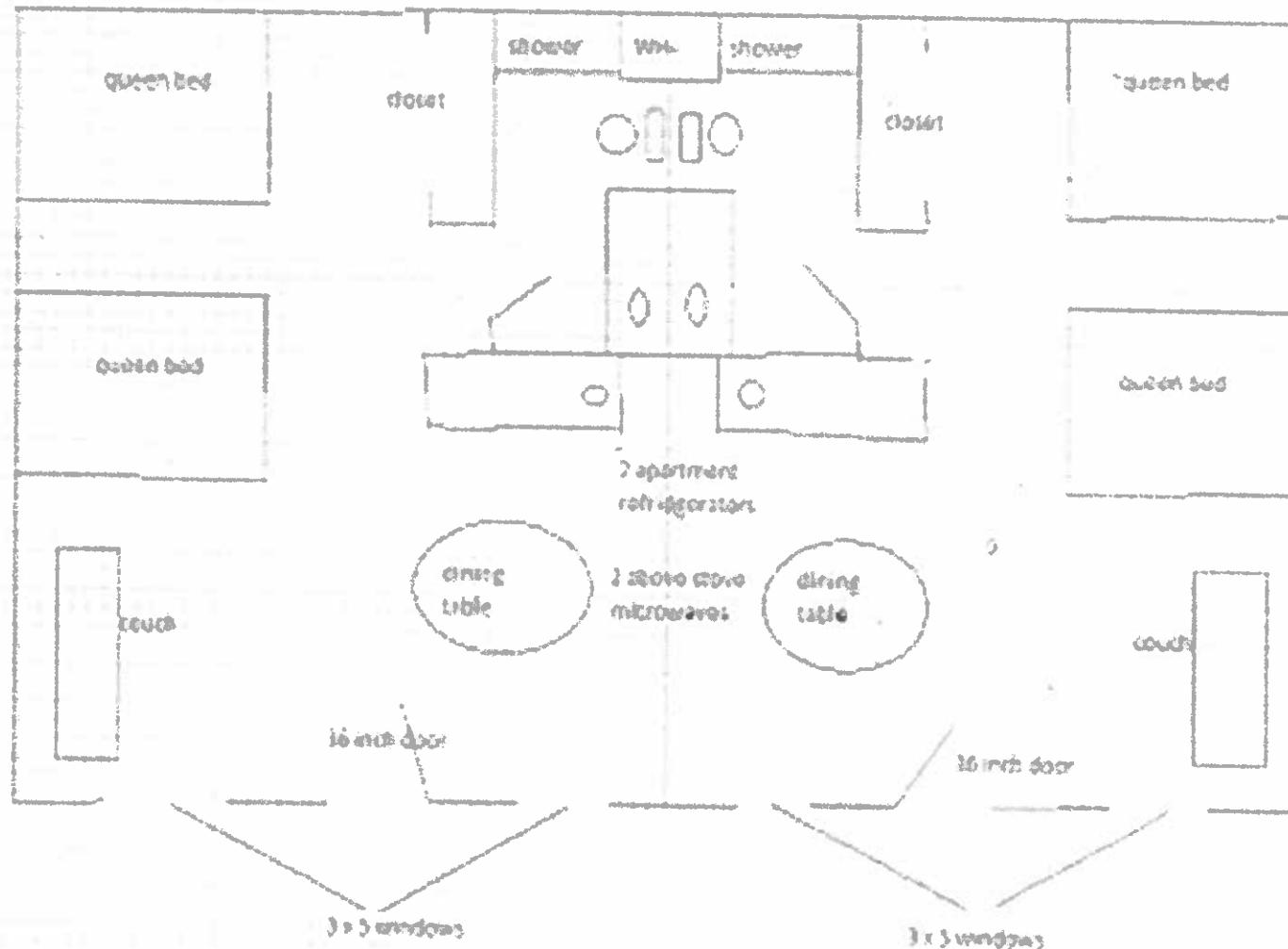
## 300 SPECAN STREET - 200 FEET RADIUS



**NOTIFICATION LIST- 300 S PECAN STREET (COMMERCIAL DISTRICT TO (2F) TWO FAMILY RESIDENTIAL DISTRICT)**

|    | <i>Owner</i>                     | <i>Location</i>          | <i>Parcel</i> | <i>Address</i>            | <i>City</i>      | <i>State</i> | <i>Zip code</i> |
|----|----------------------------------|--------------------------|---------------|---------------------------|------------------|--------------|-----------------|
| 1  | CITY OF BRADY                    | 207 S ELM ST             | 22197         | P O BOX 351               | BRADY            | TX           | 76825           |
| 2  | CITY OF BRADY                    | 206 S PECAN ST           | 33064         | P O BOX 351               | BRADY            | TX           | 76825           |
| 3  | CITY OF BRADY                    | 209 S ELM ST             | 22198         | P O BOX 351               | BRADY            | TX           | 76825           |
| 4  | ST PATRICKS CATHOLIC CHURCH      | 201 S PECAN ST           | 22199         | P O BOX 1188              | BRADY            | TX           | 76825           |
| 5  | JOHN HUDSON                      | 404 E 2 <sup>ND</sup>    | 22251         | 27308 RANCH RD 12 S       | DRIPTING SPRINGS | TX           | 78620-4962      |
| 6  | KEITH & LISA BRYANT              | 300 S PECAN ST           | 22253         | 50 CR 208                 | VOCA             | TX           | 76887           |
| 7  | ELDA LEDEZMA                     | 401 S PECAN ST           | 22259         | 401 S PECAN ST            | BRADY            | TX           | 76825           |
| 8  | WILLIAM WADE & KESHIA LEA NUNCIO | 400 S OAK ST             | 22260         | 401 E 4 <sup>TH</sup> ST  | BRADY            | TX           | 76825-5011      |
| 9  | MURRI GARZA                      | 401 E 4 <sup>TH</sup> ST | 22262         | 401 E 4 <sup>TH</sup> ST  | BRADY            | TX           | 76825           |
| 10 | MICHAEL SR. LONG                 | 307 E 4 <sup>TH</sup> ST | 22257         | 307 E 4 <sup>TH</sup> ST  | BRADY            | TX           | 76825           |
| 11 | JUAN & MARIA MEZA                | 301 E 4 <sup>TH</sup> ST | 22258         | 301 E 4 <sup>TH</sup> ST  | BRADY            | TX           | 76825           |
| 12 | MANUEL GOMEZ                     | 306 E 3 <sup>RD</sup> ST | 22255         | 306 E 3 <sup>RD</sup> ST  | BRADY            | TX           | 76825           |
| 13 | MARTIN C. & MARIA M. NAJERA      | 403 S ELM ST             | 22254         | 301 W 10 <sup>TH</sup> ST | BRADY            | TX           | 76825           |
| 14 | FIRST UNITED METHODIST CHURCH    | UNKNOWN                  | 22649         | P O BOX 1030              | BRADY            | TX           | 76825           |
| 15 | CITY OF BRADY                    | 300 E 2 <sup>ND</sup> ST | 22252         | P O BOX 351               | BRADY            | TX           | 76825           |
| 16 | FIRST CHRISTIAN CHURCH           | UNKNOWN                  | 22648         | P O BOX 487               | BRADY            | TX           | 76825           |
| 17 | U S A - FEDERAL BLDG POST OFFICE | 229 S BLACKBURN ST       | 22581         | NOT LISTED                | BRADY            | TX           | 76825           |

42 R



23 R

# City Council

## City of Brady, Texas

### Agenda Action Form

|   |   |                        |            |
|---|---|------------------------|------------|
| <b>AGENDA DATE:</b>   | 11/07/2023  | <b>AGENDA ITEM</b>     | 7.D.       |
| <b>AGENDA SUBJECT:</b>  | Discussion, consideration and possible action regarding Resolution 2023-018 voting for McCulloch County Appraisal District Board of Directors for 2024-2025 |                        |            |
| <b>PREPARED BY:</b>   | Tina Keys   | <b>Date Submitted:</b> | 11/01/2023 |
| <b>EXHIBITS:</b>  | Resolution 2023-018<br>Copy of letter to taxing entities  |                        |            |
| <b>BUDGETARY IMPACT:</b>  | <b>Required Expenditure:</b>  | \$00.00                |            |
|   | <b>Amount Budgeted:</b>   | \$00.00                |            |
|   | <b>Appropriation Required:</b>  | \$00.00                |            |
| <b>CITY MANAGER APPROVAL:</b>   |   |                        |            |
| <b>SUMMARY:</b><br><br>Members of the McCulloch County Appraisal District Board of Directors are up for election and each voting entity must vote in an open meeting and report the vote to the Chief appraiser. Once your selection (s) is/are made, the City Secretary will report to McCulloch County Appraisal District on your behalf. |   |                        |            |
| <b>RECOMMENDED ACTION:</b><br><br>Cast your votes for one or more of the individuals on the ballot as instructed on the attached letter and move to approve Resolution 2023-018.  |   |                        |            |

## **RESOLUTION 2023-018**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS VOTING FOR BOARD MEMBERS TO THE MCCULLOCH COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS.**

**WHEREAS**, the McCulloch County Appraisal District (MCCAD) Board of Directors has two members of its board whose terms will expire on December 31, 2023; and

**WHEREAS**, each voting entity must vote in an open meeting and report the vote to the Chief Appraiser; and

**WHEREAS**, the City of Brady has 183 votes and may cast all of its votes for one candidate or may distribute its votes among FOUR candidates; and

**WHEREAS**, the following are candidates for the McCulloch County Appraisal District Board of Directors for 2024-2025: Michael Cook, Larry Land, Gabe Moreno and Reed Williams.

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

The City of Brady hereby casts its votes for the McCulloch County Appraisal District Board of Directors for 2024-2025 as follows:

Michael Cook \_\_\_\_\_

Larry Land \_\_\_\_\_

Gabe Moreno \_\_\_\_\_

Reed Williams \_\_\_\_\_

**PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

### **CITY OF BRADY:**

\_\_\_\_\_  
Aaron Garcia, Mayor

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

Tina Keys, City Secretary

TO ALL VOTING TAXING ENTITIES:

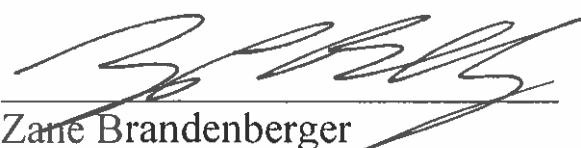
Enclosed is a ballot for selection of Board of Directors for the McCulloch County Appraisal District to serve during the 2024-2025 term. The nominees are listed alphabetically by each candidate's last name.

Each voting unit must vote in an open meeting, report the vote by written resolution to the Chief Appraiser by December 20, 2023. The unit may cast all of its votes for one candidate or may distribute its votes among THREE candidates. A voting unit must cast its votes for a person nominated and named on the ballot. There is no provision for write-in candidates.

The Chief Appraiser must count the votes and declare the candidates who receive the largest vote totals before December 31, 2023. The Chief Appraiser will notify all taxing units (voting and non-voting) and all candidates who were on the ballot of the outcome.

If you have any questions regarding this process please give me a call.

Sincerely,



Zane Brandenberger  
Chief Appraiser

**October 30, 2023**

Candidates for the McCulloch County Appraisal District Board of Directors for 2024-2025.

**BALLOT**

Michael Cook \_\_\_\_\_

Larry Land \_\_\_\_\_

Gabe Moreno \_\_\_\_\_

Reed Williams \_\_\_\_\_

**NUMBER OF VOTES**

McCulloch County 1159

City of Brady 183

City of Melvin 5

Brady ISD 1163

Lohn ISD 207

Rochelle ISD 255

Mason ISD 28

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Presiding Officer of City of Brady

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

|                               |  |                        |            |
|-------------------------------|--|------------------------|------------|
| <b>AGENDA DATE:</b>           | 11/07/2023   | <b>AGENDA ITEM</b>     | 7.E.       |
| <b>AGENDA SUBJECT:</b>        | Discussion, consideration, and possible action regarding the <b>first reading of Ordinance 1369</b> of the City of Brady, Texas to adopt Minimum Standards for Commercial Operators and Airport Tenants at the Curtis Field Airport in Brady, Texas and repealing Ordinance 840. |                        |            |
| <b>PREPARED BY:</b>           | L. Perry / T. Keys   | <b>Date Submitted:</b> | 11/01/2023 |
| <b>EXHIBITS:</b>              | Ordinance 1369   |                        |            |
| <b>BUDGETARY IMPACT:</b>      | <b>Required Expenditure:</b>   | 0.00                   |            |
|                               | <b>Amount Budgeted:</b>  | 0.00                   |            |
|                               | <b>Appropriation Required:</b>   | 0.00                   |            |
| <b>CITY MANAGER APPROVAL:</b> |  |                        |            |

|   |
|---|
| <b>SUMMARY:</b><br><br>Ordinance number 840 was passed in the year 2000 and is outdated and has some incorrect guidance. Staff is cleaning up and bringing up to current standards. |
|---|

|   |
|---|
| <b>RECOMMENDED ACTION:</b><br><br><b>Mayor Pro Tem</b> will ask: "Madam City Secretary please read the Ordinance Preamble for the record in accordance with the City Charter." (City Secretary reads preamble)<br><br><b>Mayor Pro Tem</b> calls for a Motion: Do I have a Motion to approve the first reading of <b>Ordinance 1369</b> |
|---|

**Ordinance No. 1369**

**AN ORDINANCE OF THE CITY OF BRADY, TEXAS ADOPTING MINIMUM STANDARDS FOR COMMERCIAL OPERATORS AND AIRPORT TENANTS AT CURTIS FIELD MUNICIPAL AIRPORT, PROVIDING AN EFFECTIVE DATE AND REPEALING ORDINANCE 841**

**WHEREAS**, the City of Brady wishes to provide the greatest services for the citizens of Brady, Texas and the aviation public"; and

**WHEREAS**, obligations and services provided by a Fixed Base Operator (FBO) should be outlined and adopted; and

**WHEREAS**, the City of Brady wishes to outline and put into effect the Minimum Standards of the FBO.

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

That the City of Brady hereby adopts the Minimum Standards, FBO, Curtis Field Municipal Airport Minimum Standards as outlined in Exhibit A; and

That these minimum standards apply to all matters as of November 21, 2023; and

That all ordinances in conflict, including Ordinance 841, are repealed.

**APPROVED UPON FIRST READING THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023**

**APPROVED, PASSED AND EFFECTIVE UPON THE SECOND AND FINAL READING THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023**

---

Aaron Garcia, Mayor

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

**Minimum Standards  
Fixed Base Operators (FBO)  
City of Brady – Curtis Field Airport**

---

This is a summary of the obligations and services which should be provided by a Fixed Base Operator (FBO). This guideline may be attached to and become part of an actual lease agreement between an FBO and the airport owner. Should the actual lease agreement be more or less restrictive than this guideline, the lease would take precedence.

### **I. Definitions**

- A. **Fixed Base Operator** – A Fixed Base Operator is a person, firm, or corporation performing any of the functions or furnishing any of the services listed herein on a commercial basis. No person, firm, or corporation may act in the capacity of an FBO without a valid contract with the City of Brady authorizing such activity at the airport.
- B. **Airport Tenant** – An airport tenant is a person, firm, or corporation leasing or using airport property solely for the purpose of storing an aircraft and is not engaged in or providing any aviation related commercial activity or service at the airport. An airport tenant is not authorized to function as or provide the services of an FBO.

### **II. Services and Requirements**

- A. An FBO is authorized to offer or perform any or all of the following services or functions for the public. The guidelines for each service or function are listed.
  1. Airframe or power plant repair: Sufficient hangar space, FAA certified mechanic on duty, paved outside parking area for aircraft, and paved access to the runway-taxiway system (if connecting runway or taxiway is paved).
  2. Fueling: Avgas and jet fuel storage tanks (tanks must be State approved and registered if required), fuel delivery by means of pumps and/or trucks, trained and qualified fueling technician, plan of action in case of a massive fuel spill, and at least the minimum number of working fire extinguishers and bonding cables as recommended in the latest edition of the National Fire Protection Association booklet, Manual 407 – “Standard for Aircraft Fuel Servicing, 2001 edition,” (or as revised) published by the National Fire Protection Association, 1 Batterymarch Park, P.O. Box 9101, Quincy MA 02269-9101, 800-344-3555. Fuel pumps and trucks must meet all applicable local and State codes and be approved for use by the local fire marshal.
  3. Line service: Properly trained personnel; ropes, chains, or other restraining

# **Minimum Standards**

## **Fixed Base Operators (FBO)**

### **City of Brady – Curtis Field Airport**

---

devices and wheel chocks for each tie down position.

4. Aircraft sales and/or rental: Sufficient office space, aircraft display area, telephone, and aircraft inventory.
5. Flight instruction: Trained and certified instructor, classroom, telephone and restrooms, and aircraft available for instruction.
6. Avionics: Shop area, office space with telephone and restrooms, and trained and certified personnel on duty.
7. Aircraft storage: Sufficient hangar, T-hangar, and tie down spaces.
8. Air taxi and charter: FAA Part 135 certification, aircraft with sufficient hangar, T-hangar, or tie down space, office with telephone and restrooms, and aircraft loading or unloading area.
9. Agricultural spraying operation: Qualified pilot, aircraft designed for such purpose, qualified personnel on duty to properly handle dangerous chemicals, secure area to store chemicals, and properly designed and constructed wash down pad.
10. Other as agreed on by contract: Including but not limited to paint and interiors, telephone for public use, ground transportation into town, pilot and passenger lounge with restrooms, retail business area with restrooms, coffee and/or soft drinks.

If required, Hangar space, shop areas, restrooms, and other equipment as well as sufficient personnel shall not necessarily be accumulative for each service provided. For example, if an FBO provides both flight instruction and aircraft sales, both functions could be serviced by the same restrooms and telephone. The actual contract agreement between an FBO and the airport owner shall spell out the required services of each FBO and the square footage, number of personnel, etc. which must be provided by that FBO.

B. An FBO is required to perform the following functions or abide by the following rules:

1. Install, operate, maintain, repair, and store all equipment necessary for the conduct of the FBO's business subject to the approval of the airport owner.
2. Use, with others so authorized, any common areas or equipment on the airport including, but not limited to, the runways, taxiways, public aircraft and auto parking aprons, roadways, and navigational aids.

**Minimum Standards  
Fixed Base Operators (FBO)  
City of Brady – Curtis Field Airport**

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3. Upon termination of the lease, return any leased property to the airport owner in the same condition as it was at the start of the lease, normal wear excluded. Any improvements or additions made to real property during the term of the lease will become property of the airport owner at the termination of the lease.
4. Will not prevent any person, company, or employee of a company from servicing, maintaining, or fueling their own aircraft that might be parked or hangared at the airport.
5. Make its business open to all forms and classes of aeronautical use.
6. Submit to and abide by periodic safety inspections by the Airport owner, the FAA, and/or the Texas Department of Transportation.
7. Maintain all leased areas and the interior and exterior of any leased or constructed buildings to an acceptable standard.
8. Remove and properly dispose of any trash from the leased property.
9. Notify and gain approval of the airport owner of any intended reduction of services which are included in the FBO's lease agreement.
10. Furnish all applicable services in a fair, equal, and nondiscriminatory manner to all airport users.
11. Abide by any and all rules, requirements, or mandates placed upon the airport owner by the FAA or the State of Texas including, but not limited to, the Grant Assurances of FAA grants and the Terms and Conditions of State of Texas grants.
12. An FBO does not have the right to perform any service or business on the Airport unless such service or business is included in the current lease agreement with the airport owner.
13. An FBO's rights do not supercede the airport owner's rights and obligations.

**III. Airport Owner's Rights and Obligations**

The airport owner retains the right and/or obligation to do the following:

- A. Perform any or all of the functions of an FBO. If so inclined, the airport owner may retain a proprietary right to offer any or all FBO services and/or products

# **Minimum Standards Fixed Base Operators (FBO) City of Brady – Curtis Field Airport**

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and allow no FBO to offer the same services or products at the airport.

- B. Enter into contracts with other FBO's to operate similar or competitive businesses at the airport without regard to the wishes or desires of existing FBO's. Any new contracts will be written to standards applicable at that time. If a new contract agreement gives an economic advantage to the new FBO, the airport owner may renegotiate its contract with the disadvantaged FBO; however, under no circumstances will the airport owner be held liable or required to pay damages for services, equipment or any other obligations which were required by past or current contracts.
- C. Approve an FBO's placement of buildings, parking areas, or equipment to assure such development is accomplished in an orderly fashion and does not impede the future development or expansion of the airport as shown on an FAA or Texas Department of Transportation approved Airport Layout Plan or Master Plan.
- D. Maintain the airport in a safe and serviceable condition.
- E. Collect all fees for the use of the airport; these fees include lease of hangar space, office space, T-hangar space, aircraft or auto parking areas, fuel flowage fees, and tie-down fees. The airport owner may charge these fees as long as such fees are fair and appropriate and not intended to discriminate for or against any FBO or airport user or type of user.
- F. Increase or decrease the fee or required services of an FBO at any time the FBO's contract is renegotiated or at any such time as authorized by the lease contract.
- G. Impound any personal property, tools, furniture, aircraft, or equipment located on the leased property and hold or liquidate such until all fees and taxes due the airport owner are paid, subject to a court judgement.
- H. Reserve the right to take any actions necessary to protect the safety and usability of the airport and the approach surfaces to all runway ends.

## **IV. Payment and Fees**

- A. **Service Charge** – An FBO must pay all responsible rentals, fees, or charges in a timely manner. The airport owner retains the right to assess a service charge for any late payments due to the owner.
- B. **Bond** – An FBO must show proof of financial responsibility or be properly

# **Minimum Standards**

## **Fixed Base Operators (FBO)**

### **City of Brady – Curtis Field Airport**

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bonded with the airport owner listed as beneficiary in the event the FBO cannot or will not return the property to an acceptable condition after the term to the lease or if the lease is prematurely terminated.

- C. **Utilities** – An FBO must arrange for water and waste water, gas, electricity, telephone, and any other utilities it uses on the airport and pay all responsible charges in a timely manner throughout the term of the lease.
- D. **Taxes** – An FBO will pay all responsible taxes in a timely manner.
- E. **Other Bills** – An FBO will pay all responsible bills in a timely manner.

Under no circumstances will the airport owner be responsible for payment of any taxes or bills owed by an FBO.

#### **V. Insurance**

The airport owner will provide insurance for all real property located at the airport under the owner's policy. This policy will be for the sole benefit and protection of the airport owner.

- A. The FBO will be required to provide adequate insurance coverage for his personal property and the contents of any buildings under lease. (See Attachment A)
- B. The FBO must furnish current proof of these policies to the airport owner and any changes in those policies must have prior written approval of the airport owner.

#### **VI. Solicitation and Conduct**

- A. An FBO will not engage in the solicitation of its fueling or other services on or about the airport in a loud, offensive, or objectionable manner. In the event of such questionable conduct, the airport owner will be the sole judge in determining if said conduct is a violation of the lease agreement and take any and all necessary steps to eliminate the undesirable condition, up to and including the termination of the FBOs lease contract.
- B. An FBO will conduct business on the airport in such a manner as to maintain a friendly and cooperative, though competitive, relationship with other operators engaged in similar businesses on the airport. An FBO will not engage in open public disputes, disagreements, or conflicts which would tend to deteriorate the quality of service of either party involved or which would be incompatible with the best interest of the public or the airport. The airport owner has the right to resolve all such disputes, disagreements, or conflicts

# **Minimum Standards Fixed Base Operators (FBO) City of Brady – Curtis Field Airport**

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and the airport owner's determination will be binding upon all FBO's operating at the airport.

## **VII. Use and Use Conflict**

Any land, building, paved area, and other infrastructure leased to an FBO are to be used and occupied solely for the purpose of operating a Fixed Base Operation and no other. The leased airport property cannot be sublet or divided, except for parking aircraft in hangars, T-hangars, or tie down spaces without the written permission of the airport owner. Should the FBO become deceased, be adjudged to be incompetent, or his business declared bankrupt or become insolvent, the leased property and the executed lease contract shall not be considered as a part of the FBO's estate or an asset of any appointed or assigned guardian, trustee, or receiver. In such cases, the FBO's lease will immediately terminate and all rights and property returned to the airport owner.

## **VIII. Unauthorized Use**

An FBO may not park vehicles, trailers, motor homes, mobile homes, or any other vehicle or trailer on airport property without written approval of the airport owner.

## **IX. Rules**

An FBO must abide by all laws, rules, regulations, guidelines, terms, and conditions of the airport owner, the Texas Department of Agriculture, the Environmental Protection Agency, the National Fire Protection Association, the local and State fire marshals, the Texas Department of Transportation, the Federal Aviation Administration, and any other applicable agencies in regard to the use and storage of pesticides, or other dangerous chemicals, the storage and dispensing of aircraft fuel, the storage, dispensing, and disposal of engine oil, the maintenance and upkeep of the airport facilities, the operation of the FBO's business, and the general safety and operation of the airport.

| ATTACHMENT A  |   |                    |  |
|---|---|--------------------|--|
| City of Brady - Curtis Field Airport Minimum Insurance Requirements |   |                    |  |
| CLASSIFICATION  | COMPREHENSIVE AIRPORT LIABILITY   | AIRCRAFT LIABILITY | HANGAR KEEPERS                                 |
| FBO - Fueling Operations  | \$2,000,000   | ≥\$1,000,000       | Value of Aircraft in care, custody, or control |
| FBO - All others  | \$1,000,000   | ≥\$1,000,000       | Value of Aircraft in care, custody, or control |
| TEMPORARY AERONAUTICAL ACTIVITY                                     | \$1,000,000   | N/A                | N/A  |
| NONPROFIT   | \$1,000,000   | ≥\$1,000,000       | N/A  |
| CORPORATE HANGAR  | N/A   | ≥\$1,000,000       | N/A  |
| T-HANGAR  | N/A   | ≥\$1,000,000       | N/A  |
| COMMUNITY HANGAR  | N/A   | ≥\$1,000,000       | N/A  |
| REMARKS   | ALL:<br>Liability Coverage:<br>Single Limit Bodily Injury, Including Passengers and property damage - \$1,000,000 each occurrence<br>Each passenger limited to - \$100,000<br><br>Medical Coverage:<br>Per Passenger - \$5,000   Each occurrence - \$20,000 |                    |  |

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

|                               |   |                        |            |
|-------------------------------|---|------------------------|------------|
| <b>AGENDA DATE:</b>           | 11/07/2023  | <b>AGENDA ITEM</b>     | 7.F.       |
| <b>AGENDA SUBJECT:</b>        | Discussion, consideration, and possible action regarding the <b>first reading of Ordinance 1370</b> of the City of Brady, Texas providing rules and regulations for the efficient and safe operation of Curtis Field Municipal Airport and repealing Ordinance 841. |                        |            |
| <b>PREPARED BY:</b>           | L. Perry / T. Keys  | <b>Date Submitted:</b> | 11/01/2023 |
| <b>EXHIBITS:</b>              | Ordinance 1370  |                        |            |
| <b>BUDGETARY IMPACT:</b>      | <b>Required Expenditure:</b>  | 0.00                   |            |
|                               | <b>Amount Budgeted:</b>   | 0.00                   |            |
|                               | <b>Appropriation Required:</b>  | 0.00                   |            |
| <b>CITY MANAGER APPROVAL:</b> |   |                        |            |

|   |
|---|
| <b>SUMMARY:</b><br><br>Ordinance number 841 was passed in the year 2000 and is outdated and has some incorrect guidance. Staff is cleaning up and bringing up to current standards. |
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| <b>RECOMMENDED ACTION:</b><br><br>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”<br><br>Mayor calls for a motion: Move to approve the <b>first reading</b> of Ordinance 1370. |
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## **Ordinance No. 1370**

### **Rules and Regulations**

**AN ORDINANCE OF THE CITY OF BRADY, TEXAS PROVIDING RULES AND REGULATIONS FOR THE EFFICIENT AND SAFE OPERATION OF THE CURTIS FIELD MUNICIPAL AIRPORT (HEREINAFTER REFERRED TO AS THE "AIRPORT"), PROVIDING AN EFFECTIVE DATE, AND REPEALING ORDINANCE 840**

**WHEREAS**, the City of Brady wishes to provide the greatest service for the citizens of Brady, Texas and the aviation public, as authorized by the Texas Transportation Code Chapter 22 "County and Municipal Airports"; and

**WHEREAS**, the definition of "Airport", "aircraft", "airplane", and other common terms used herein is as defined in Part 1, Code of Federal Regulations, Title 14, Aeronautics and Space. Ultralight refers to aircraft that fall within the description given in FAR Part 103. "Airport" with a capital refers to the specific airport for which these rules are adopted. "TxDOT" herein refers to the Texas Department of Transportation, Aviation Division; and

**WHEREAS**, the Rules and Regulations are more fully described herein and attached as "Exhibit A".

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

That Curtis Field Municipal Airport Rules and Regulations are hereby adopted; and

That these rules and regulations hereby apply to all matters as of November 21, 2023; and

That all ordinances in conflict, including Ordinance 840, are repealed

**APPROVED UPON FIRST READING THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023**

**APPROVED, PASSED AND EFFECTIVE UPON THE SECOND AND FINAL READING THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023**

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Aaron Garcia, Mayor

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

## **EXHIBIT A**

### **Section 1. Use of Airport Restricted**

No person, partnership, firm, association, corporation or entity, incorporated or otherwise, shall use the Airport for any commercial activity, unless approved by a written permit/authorization/lease agreement from the City Council or its duly authorized agent.

### **Section 2. General Rules and Regulations**

The following rules and regulations shall be observed in the use and operation of the Airport:

**Rule 2-1. Federal Air Traffic Rules** of the Federal Aviation Administration (FAA) for aircraft operated within the United States, and presently or hereafter effective, are hereby referred to, adopted, and made a part hereof as though fully set forth and incorporated herein.

**Rule 2-2. Safeguard of Persons and Property** – The Airport Manager shall at all times have authority to take necessary and legal actions to safeguard any person, aircraft, equipment, or property at the Airport.

**Rule 2-3. Through-the-Fence Operations** – No private individual, partnership, FBO, company, or corporation shall be permitted direct ground access to the Airport by their aircraft, customers' aircraft, or private vehicle from property adjacent to or in the immediate vicinity of the Airport without prior coordination with TxDOT. Furthermore, no private individual, partnership, company, corporate, or customers' aircraft or vehicle shall be permitted direct ground access to property from the Airport – a practice commonly known as a "through-the-fence operation" without prior coordination with TxDOT.

**Rule 2-4. Lien for Charges** – To enforce the payment of any charge for repairs, improvements, storage, or care of any personal property by the City or its agents in connection with the operation of the Airport, the City may place a lien upon such personal property, which shall be enforceable as provided by law.

**Rule 2-5. Lien Possessory Right**- To enforce the payment of any such charge, the Airport Manager may retain possession of such personal property until all reasonable, customary, and usual compensation has been paid in full.

**Rule 2-6. Unauthorized Signs and Equipment** – No signs, non-aeronautical equipment, portable buildings, or trailers may be erected, moved-in, or installed on Airport property, except as may be specifically authorized by the Airport Manager.

**Rule 2-7. Surreptitious Activities** – Any person observing suspicious, unauthorized or criminal activities should report such activities immediately to the Airport Manager, local police, officers of the Texas Department of Public Safety, and the Transportation Security Administration General Aviation Information Hotline at 1-866-GA SECUR(E) or 1-866-427-3287.

**Rule 2-8. Wrecked Aircraft** – Every aircraft owner, his/her pilot or agents, shall be responsible for notifying FAA and promptly removing disabled or wrecked aircraft from the operational areas of the Airport, under the direction of the Airport Manager.

**Rule 2-9. Repairs to Aircraft** – No aircraft shall be repaired on any part of the landing or takeoff area. All outside repairs shall be made only at places designated by

the Airport Manager for such purpose. Major engine, airframe, or avionics repairs shall be conducted by a properly licensed mechanic or other person authorized by the FAA within a hangar or building rented, leased, or owned for such commercial purposes. Any preventative maintenance authorized by FAR Part 43 may be made by the owner or operator of any aircraft, but only within a hangar leased or owned by that aircraft owner or operator or at places designated by the Airport Manager for such purpose.

**Rule 2-10. Damage to Airport** – Any person, individual, or corporation or the owner of any aircraft causing damage of any kind to the Airport, whether through violation of any of these rules, through vandalism, or any act of negligence, shall be liable therefore in and to the City.

**Rule 2-11. Injury to Person** – Persons entering the Airport groundside property by automobile, other vehicular conveyance, or on foot (does not include persons in aircraft using approved airside facilities) do so at their own risk and with no liability incurring to the City for any injury or damage to person or property. Further, any person desiring to use the Airport shall observe and obey all laws, resolutions, orders, rules, and regulations promulgated and enforced by the City or by any other Authority having jurisdiction over the operation of the Airport.

**Rule 2-12. Licensed Pilots** – Only aircraft with current and correct FAA Certificates of Registration and Airworthiness and persons holding valid and current airman and medical certificates issued by the FAA, for those flight operations requiring medical certificates, shall be authorized to operate aircraft upon the Airport except as provided in this ordinance / order. Ultralights operating under FAR part 103 do not require aircraft registration, pilot certificates, or medical certificates. This limitation shall also not apply to students-in-training under licensed instructors or to public aircraft of the Federal government or of a State, Territory, or political subdivision thereof, or to aircraft licensed by a foreign government with which the United States has a reciprocal agreement covering the operation of such licensed aircraft. Use of the Airport by ultralight aircraft and light sport aircraft in the weight shift control and powered parachute class shall be subject to approval by the City Council and shall be in accordance with FAA Order 5190.6 (latest change) and appropriate FARs Part 61 and 103 and any other rules established by the City.

**Rule 2-13. Registration** – Each person owning an aircraft based at the Airport, or any person based and receiving flight instruction toward an FAA rating at the Airport shall register at the office of the Airport Manager their name, address, telephone number, aircraft model, aircraft registration "N" number, or make and model of aircraft for those aircraft not requiring registration (ultralight), and the name, address, and telephone number of their next of kin or person to be notified in case of an accident or emergency.

**Rule 2-14. Animals** - No person shall enter the Airport with a dog, cat, or other animal unless the animal is, and remains, restrained by a leash or properly confined as determined by the Airport Manager.

**Rule 2-15. Living Quarters** - No person may make permanent living quarters on Airport. Exceptions to this rule for cause, such as alert crew members or security personnel, will be coordinated with TxDOT.

**Rule 2-16. Intoxicants and Narcotics Prohibited** – No person under the influence of any intoxicant, narcotic, or other illicit drug shall operate any motor vehicle or aircraft of any kind on airport property, as well as during the operation of any motor vehicle or

aircraft. All current local, state and Federal laws regarding use of alcoholic beverages, narcotic, or other illicit drugs shall apply on any airport property.

**Rule 2-17. Foreign Objects** – No foreign objects, including bottles, cans, scrap, nuts, bolts, nails, or any object that may cause damage to an aircraft, shall be left upon the floor of any building or upon any part of the surface area of the Airport. Individuals are encouraged to pick up such foreign objects when observed and place them in a trash receptacle.

**Rule 2-18. Litter** - No boxes, crates, cans, bottles, paper, tall grass, weeds, unusable airplane parts or wreckage, scrap wood or metal, discarded airplane or automobile tires, trash, or other litter shall be permitted to accumulate in or about a hangar, building, or other leased space. If such trash and litter is permitted to accumulate around a privately owned, rented, or leased hangar / building, the Airport Manager shall notify the hangar / building owner, renter or lessee by registered letter to remove the offending litter. If within ten (10) work days after receipt of the letter the hangar/building owner, renter, or lessee has not removed the trash and litter as directed, the Airport Manager may have the area cleaned and the cost for such cleaning shall be charged to the hangar/building owner, renter, or lessee.

### **Section 3. Ground Operations**

**Rule 3-1. Air, Ground & Vehicular Traffic** – No person shall operate a vehicle on the Airport except in accordance with the following rules, and all federal, state, and local law:

- A.** All vehicles shall yield right of way to aircraft in motion and emergency vehicles.
- B.** No vehicle except ground service and emergency vehicles shall approach so close to any aircraft with running engine(s) as to create a hazard.
- C.** All vehicles entering or exiting an operating Airport access gate shall wait for the gate to completely close behind them before proceeding to their destination so as to not allow the entry of any other vehicle.
- D.** Any vehicle authorized to operate on the Airport runways or taxiways shall display a rotating or steady beacon that complies with FAA Advisory Circular 150/5210 (latest change).
- E.** All vehicles that are authorized to operate on taxiways or the runways must be equipped with a two-way aviation radio, and must receive a clearance from, and remain in continuous communications with, the Airport Traffic Control Tower (ATCT) when the ATCT is operating. When the ATCT is not operating, or at airports that do not have an ATCT, any vehicle authorized to access the taxiways or runways is required to monitor the published Common Traffic Advisory Frequency (CTAF) for the Airport, and have the ability to communicate with aircraft via a two-way aviation radio.
- F.** No motor vehicles shall be permitted on the runway or taxiway.

**Rule 3-2. Speed Limits** - All vehicles shall be operated within the posted speed limits at the Airport. The maximum speed limit for all vehicles in the airside area, with the exception of authorized municipal vehicles in the performance their official duties, is ten (10) miles per hour, unless posted otherwise.

### **Section 4. Airport Security**

**Rule 4-1. Security** - The Transportation Security Administration publication "Security Guidelines for General Aviation Airports", Information Publication A-001 dated July 2017 or most recent version, is available for reference at their website - [www.tsa.gov/](http://www.tsa.gov/).

This document is used by the Airport as a guideline to security on the Airport and is incorporated as a working document.

**Rule 4-2. Access Codes/Devices** - Persons who have been provided either a code or device for the purpose of obtaining access to the Airport must use the code provided and shall not divulge, duplicate, or otherwise distribute the same to any other person, unless otherwise approved in writing by the Airport Manager

## **Section 5. Aircraft Operation Rules**

### **Rule 5-1. Aircraft Tie Downs**

- A.** All aircraft not hangared shall be tied down and additionally should have the wheels chocked when remaining overnight and during inclement weather.
- B.** All aircraft owners or their agents are responsible for the tie down or security of their aircraft at all times and particularly during inclement weather.
- C.** Aircraft parked overnight on the transient apron shall pay a tie down fee of five dollars (\$5.00) for each night, not to exceed fifty dollars (\$50.00) per month, except that such fee may be waived upon purchase of fuel or services.

### **Rule 5-2. Running Aircraft Engines**

- A.** Aircraft not equipped with adequate brakes shall not be started until the wheels have been set with chocks attached to ropes or other suitable means of removing them.
- B.** No aircraft will be left running without a qualified person at the controls.
- C.** No aircraft engine shall be started or run inside any building or hangar.
- D.** No engine shall be started, run up, or warmed up until and unless the aircraft is in such position that the propeller stream or jet blast will clear all buildings, other aircraft, and groups of people.

**Rule 5-3. Damage to Airport Lighting** – Any person damaging any runway, ramp, or taxiway light or fixture by operation of aircraft or otherwise, shall immediately report such damage to the Airport Manager. Persons causing damage to runway and taxiway lights as a result of negligent operation of an aircraft or willful acts will be liable for replacement cost of the light(s) and/or fixture(s) and may be charged with a misdemeanor as provided in Section 10 of this order.

### **Rule 5-4. Taxiing Aircraft**

- A.** No person shall taxi an aircraft until it is reasonably ascertained there will be no danger of collision with any person or object in the immediate area.
- B.** Aircraft will be taxied at a safe and prudent speed and in such manner as to be under the control of the pilot in command at all times.
- C.** Aircraft not equipped with adequate brakes will not be taxied near buildings or parked aircraft.

**D.** Aircraft shall not taxi onto the runway from the ramp and taxiway area if there is an aircraft approaching to land or on the ground in takeoff position. Aircraft waiting on the taxiway for another aircraft to take off or land will remain behind the runway holding position markings.

**E.** Aircraft shall not be taxied by engine power into or out of any hangar.

**Rule 5-5.      Parking Aircraft**

**A.** Unoccupied aircraft shall not be parked or tied down within any protected area (object free area, runway safety area, etc.) as described in FAA AC 150/5300-13 (latest change) and all aircraft not hangared shall be parked in the areas designated by the Airport Manager for that purpose.

**B** Aircraft shall not be parked within fifty (50) feet of an aircraft fuel pump or fuel service truck parking area.

**C.** Aircraft shall not be parked in such a manner as to hinder the normal movement of other aircraft and traffic unless specifically authorized by the Airport Manager as an emergency measure.

**D.** It is the responsibility of the pilot in command when leaving a parked aircraft unattended to see that the brakes are set and placard in view / or it is properly chocked and / or tied down.

**Rule 5-6.      Loading and Unloading Aircraft** – Loading or unloading aircraft with the engine running is prohibited. Exception will be approved by the Airport Manager.

**Rule 5-7.      Authority to Suspend Operations** – The Airport Manager may suspend or restrict any or all operations whenever such action is deemed necessary in the interest of safety.

**Rule 5-8.      Emergency Locator Transmitter (ELT)** - At a safe and appropriate time after takeoff and after landing prior to engine shutdown, pilots should tune their aircraft radios to the emergency frequency (121.5 or 243.0) and listen to determine if their, or any, aircraft ELT is transmitting. If your ELT is transmitting after takeoff or landing, turn off the ELT and advise the FAA Automated Flight Service Station for the area via radio or telephone (800-WX-BRIEF or 800-992-7433) that your ELT was accidentally turned on. Provide the time and location of activation, if known, and the time and location of deactivation. 406 Mhz ELTs should be checked for normal operation as part of the preflight / post flight checks.

**Rule 5-9.      Standard Traffic Pattern and Altitude, Non-Towered Airports** – All flight activity will adhere to FAA Advisory Circular 90-66 (latest change) "Recommended Standard Traffic Patterns and Practices for Aeronautical Operations at Airports without Operating Control Towers"; also depicted in the Aeronautical Information Manual. Recommended traffic pattern altitudes are 1000 feet Above Ground Level (AGL) for piston powered airplanes and 1500 feet AGL for turbine powered airplanes. Helicopters will operate as to not obstruct the normal traffic pattern. The use of standard traffic patterns does not alter the responsibility of each pilot to see and avoid other aircraft.

**Rule 5-10.      Clearing Public Right of Ways** – No aircraft shall takeoff or land in such manner as to clear any public street or highway at an altitude of less than fifteen (15) feet, or seventeen (17) feet over an interstate highway, twenty-three (23) feet over a railroad, or twenty-seven (27) feet over a coastal water way, or the clearance height of the tallest bridge over the waterway, nor land or take off on the taxiway or over hangars or other structures, automobile parking areas, or groups of spectators. (Ref: FAR 77).

**Rule 5-11. Takeoffs on Other Than Runways** – Takeoffs or landings shall not be made on the apron, parking ramp, taxiway, or any area other than designated runways by airplanes, gyroplanes, powered lift, balloons, airships, ultralights, or light sport aircraft except by prearranged permission from the Airport Manager. Helicopters may operate to and from designated helicopter landing areas.

**Rule 5-12. Takeoffs**

Takeoffs Allowed, Non-Towered Airports – Low approach, full stop, touch and go, or stop and go landings may be made at the discretion of the pilot in command. Pilots remaining in the traffic pattern making landings should broadcast on the CTAF their pattern direction of turn and their landing (low approach, full stop, touch and go, stop and go) intentions at least by the final segment leg. All aircraft departing shall clear the traffic pattern for traffic before taxiing into takeoff position. See FAR 91.113 (g).

**Rule 5-13. Student Training, Local Operations**

- A.** Flight instructors shall avail themselves and their students of all rules and regulations, including local rules and FARs in effect at the Airport.
- B.** The Airport Manager may designate and advise airport users via public posting and electronic transmission of limited areas of the Airport and local areas sanctioned by the FAA for practice flying and student training.

**Rule 5-14. Agricultural Spraying Operations** – Agricultural (Ag) spraying operations will be conducted in accordance with procedures approved by the Airport Manager and made known to all persons conducting agricultural spraying operations. Ag operations shall be accomplished in accordance with the standards of the Environmental Protection Agency and the Texas Commission on Environmental Quality in an area so designated by the Airport Manager. Each Ag operator shall carry liability insurance in the amount of \$1,000,000.00 dollars, payable to the City for the cleanup of any hazardous chemical spills on Airport property caused by the Ag operator.

**Rule 5-15. Special Procedures, Parachuting**

- A.** The Airport Manager may, in the interest of safety, designate special traffic procedures for certain operations, such as helicopters, air shows or aviation fly-ins, agricultural operations, gyroplanes, powered lift, gliders, balloons, airships, ultralights, and light sport aircraft in the weight shift control or powered parachute class. Any such change from standard procedures shall be published in the FAA's Airport / Facility Directory if of a permanent nature or the Airport Manager shall issue a NOTAM if such change is of a temporary nature. Permanent changes require filing through TxDOT Aviation Division to the FAA. Temporary closing of a portion of the airport for special events will be approved by the FAA, through TxDOT Aviation Division. See FAA Order 5190.6 (latest change).
- B.** Parachute descent onto the Airport property shall not be permitted without the recommendations of the City Airport Advisory Board and the written approval of the City Council. The Airport Manager may develop operating procedures and designated landing areas for parachute operations.

**Rule 5-16. Model Aircraft** – Model aircraft not capable of carrying a person shall not be permitted to operate, take off or be launched from, flown over or land at the Airport. Model A/C operations for specific aeronautical events such as fly-ins or air shows may be approved for specific times by the City Council.

## **Section 6. Fueling, Flammable Fluids, and Fire Safety**

### **Rule 6-1. Fueling Aircraft**

- A.** All aircraft fueling, fuel equipment, and procedures will be in accordance with Manual 407 – “Standard for Aircraft Fuel Servicing, 2012 edition,” (or as revised) published by the National Fire Protection Association, 1 Batterymarch Park, Quincy MA 02169-7471, 800-344-3555, <http://catalog.nfpa.org>
- B.** All transportation, storage and other handling of aircraft and vehicle fuel shall comply with the International Fire Code, 2012 Edition, (or current edition) as published by the International Code Council, Inc. and FAA Advisory Circular 150/5230-4, (latest change).
- C.** All aircraft shall be fueled clear of all hangars, other buildings, and aircraft by at least fifty (50) feet.
- D.** Fueling trucks shall not be parked within any building or hangar or within twenty-five (25) feet of any building, hangar, or parked aircraft, as determined by the local Fire Marshall. Fuel trucks shall be parked with at least ten (10) feet separation between vehicles.
- E.** Aircraft fuel storage tanks for below-ground or above-ground use will be constructed and installed, registered as required, monitored for leakage, operated, and maintained in accordance with Federal and State statutes, rules, and regulations promulgated by the Environmental Protection Agency and the Texas Commission on Environmental Quality.
- F.** Aviation or auto fuels shall not be stored within a hangar or building except in approved five (5) gallon or smaller containers manufactured and marked for such purpose and only with the approval of the local Fire Marshal.
- G.** Persons or businesses wishing to dispense fuel into their privately owned aircraft shall not be denied; however, they must meet all reasonable requirements the City places on other fuel suppliers, public or private. Private fueling facilities located on leased or private property must be installed and the fuel dispensed in accordance with all rules applicable to aircraft fueling and fire safety contained herein.
- H.** Public sale of automobile gasoline for use in aircraft will not be permitted on the Airport without written approval of the Airport Manager. Aircraft authorized by the FAA to use auto gasoline may be privately fueled by the owner in a location designated by the Airport Manager in accordance with all rules appertaining to aircraft fueling and fire safety contained herein. There shall be no fueling of aircraft inside any building or hangar.
- I.** All aviation fuel storage tanks, aviation fuel pumps, hydrant fuel services, and aircraft fuel service vehicles, whether publicly or privately owned, shall have the type of aviation fuel dispensed printed in large block letters, including octane if aviation gasoline, plus the fuel I.D. number, and “NO SMOKING” signs. This information shall be printed on all sides of the fueling tanks, pumps, etc. so the information is visible from any direction on the ground.
- J.** Fuel spills in excess of one gallon must be reported to the Airport Manager and immediate action taken by the spilling entity to clean up the spill in accordance with all local, state, and federal regulations

### **Rule 6-2. Fire Safety**

- A.** Every person using the Airport or its facilities in any manner shall exercise the greatest care and caution to avoid and prevent fire.
- B.** Smoking or open flame within fifty (50) feet of any fuel tank, fuel pump, or fuel truck is prohibited.
- C.** Compressed flammable gas shall not be kept or stored upon the Airport, except at such place as may be designated by the Airport Manager.
- D.** No flammable substance shall be used for the cleaning of any aircraft part or anything inside a hangar, T-hangar, or other building upon the Airport.
- E.** No one shall smoke or ignite a match or lighter in any building, hangar, or public ramp area except in posted "Designated Smoking Areas" identified by the Airport Manager.
- F.** Hangar entrances must be clear in a manner such that emergency or fire / rescue personnel and equipment can immediately access the hangar without hindrance.
- G.** The floors in all buildings shall be kept clean and free of oil. Volatile or flammable substances shall not be used to clean floors, walls or any portion of a hangar structure.
- H.** All Airport tenants and lessees shall supply and maintain such adequate and readily accessible fire extinguishers as may be required by applicable fire codes and regulations. Each fire extinguisher shall carry a suitable tag showing the date of most recent inspection.

## **Section 7. Lease of Airport Property and Construction on Airport**

Hangars and other buildings or structures owned by the City may be leased to private individuals, companies, or corporations on a monthly or yearly basis for the storage of aircraft and ancillary equipment or to conduct a commercial Fixed Base Operation (FBO). The term "Aircraft Storage Permit" and "Lease" may be used interchangeably.

The City may lease property within the building area or other portions of the Airport for the construction of hangars, buildings, lean-tos, aprons, taxiways, and auto parking lots in accordance with an approved Airport Master Plan/Airport Layout Plan and design guidelines. Aviation related use must be given priority in the use of all leased or privately owned property, buildings or structures. If the aviation needs of the Airport are sufficiently met, the City Council may authorize non-aviation use of any portion of the Airport or any building on the Airport on a case-by-case basis. Application of such non-aviation use shall be made to the City Council; and approval from TxDOT Aviation Division must be received prior to granting authorization for non-aviation use.

**Rule 7-1. Lease Term** –No lease of airport property or facilities shall be granted for a term exceeding ten (10) years; however, the initial term of a lease of airport property or facility may exceed ten (10) years but in no case more than forty (40) years if a loan or deed of trust lien is obtained expressly for construction of the facility which will become property of the City at the end of the lease term, free and clear of all liens and encumbrances with City Council Approval.

### **Rule 7-2. Construction on Leased Property**

- A.** As given in FAR part 77, the sponsor or sponsor's agent will file electronically with the FAA for any construction on or near the airport. See FAR part 77. File at

<http://oeaaa.faa.gov> (or most current URL). A determination of no objection must be received from the FAA prior to any construction on the Airport. No hangar or structure may be erected beyond the building restriction line or in conflict with the approved Airport Layout or Development Plan.

**B.** All plans and specifications for construction, renovation, remodeling, or refurbishing of the leased premises shall meet all current Standard Fire and Building Codes published by the Southern Building Code Congress and the National Electrical Code, and shall provide for the construction to be from material satisfactory and acceptable to the City Council. All construction must be of a compatible standard capable of withstanding winds of eighty-five (85) mph, with doors open or closed.

**C.** The City Council's written approval of the plans and specifications must be obtained prior to construction of the improvements.

**D.** Construction must begin within one hundred twenty (120) days after the effective date of the lease or final comment from TxDOT and the FAA for the filed air space study as required by FAR Part 77, whichever date is later. Construction must be substantially completed within one hundred eighty (180) days of start of construction. Projects anticipated to exceed 180 construction days require approval of the Airport Manager. The Improvements on the leased premises shall remain the tenant's property until expiration or termination of the lease and its covenants or as otherwise agreed to in the contract between the City Council and the tenant.

**E.** Any privately owned structure or hangar not in use for aviation purposes for a period in excess of ninety (90) days or not available for lease or sublease for aviation purposes, unless so authorized for non-aviation uses by the City Council, must be removed after due notice to the owner in writing or the City Council will consider such structures or hangars abandoned and will seek title to such structure or hangar.

**F.** Leased land from which any building, hangar, or structure is removed, after due notice will be cleared, cleaned, and put back in its original or acceptable condition.

**Rule 7-3. Assignment and Sub-letting** -- Without the prior written consent of City Council, the leased premises or any rights there under (except to a leasehold mortgagee as herein provided) may not be assigned. Any assignment or subletting shall be expressly subject to all the terms and provisions of the original lease.

**Rule 7-4. Flying Clubs** – FAA Order 5190.6B (latest change) defines a flying club as a nonprofit or not-for-profit entity organized for the express purpose of providing its members with aircraft for their personal enjoyment only.

The Flying Club ("Club") shall meet the following standards:

**A.** At the time of applying for an agreement to operate at the Airport, the Club shall furnish the Airport Manager and City Council with a copy of its documents of organization; the Club's list of members, including names of officers and managers; evidence of required insurance; a description of all aircraft owned/leased/used; evidence that such aircraft are properly certificated; evidence of ownership of such aircraft; and any operating rules of the Club.

**B.** All aircraft used by the Club shall be owned by the Club or leased exclusively by written agreement to the Club, and all ownership or lease rights to such aircraft must be vested on a pro-rata basis in all of the Club's members. The property rights of the Club members shall be equal, and no part of any revenues received by the Club shall inure to the direct benefit of any member (e.g., by salary or bonus). The Club

shall not derive greater revenue from the use of its aircraft than the amount necessary for the operation, maintenance and replacement of its aircraft and facilities.

**C.** The Club's aircraft shall not be used by any person other than the Club's members and shall not be used by any person for hire, charter, or air taxi. Flight instruction may be given in Club aircraft.

**D.** The club will maintain insurance coverage in the following amounts:

See Attachment A

**E.** Authorization to conduct flying club operations from the airport shall be reviewed and renewed annually. Authorization to operate as a flying club from the airport is revocable, and may be withdrawn by the city, at any time, for just cause.

**\*NOTE:** Flying Clubs operating at Curtis Field Airport that do not meet the definition of a Flying Club as defined by the FAA in FAA Order 5190.6B (latest change) must submit in writing to the Airport Manager and City Council documentation of the variance from a FAA defined Club along with all other as required above.

**Rule 7-5. Environmental Issues and Indemnification** - Any tenant of the Airport, its agents, employees, independent contractors, or sub lessee shall not install, store, use, treat, transport or dispose of any:

**A.** Asbestos in any form

**B.** Urea formaldehyde foam insulation.

**C.** Transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million; or

**D.** Any other chemical, material, air pollutant, toxic pollutant, waste, or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by the Resource Conservation Recovery Act, the Comprehensive and Environmental Response Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act, and/or the Clean Water Act or any other federal, state, county, regional, local or other governmental authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Leased Premises, and which is either:

1. in amounts in excess of that permitted or deemed safe under applicable law;
2. or in any manner which is prohibited or deemed unsafe under applicable law. (The substances referred to in (A), (B), (C) or (D) are collectively referred to hereinafter as "Hazardous Materials").

**Rule 7-6. Environmental Cleanup Laws** – An Airport tenant will, at their own expense, comply with all existing or hereafter enacted laws relating to Hazardous Materials (collectively, "Cleanup Laws") in effect at the time of the lease, and all future laws thereafter. An airport tenant will, at their own expense, make all submissions to provide all information to, and comply with all requirements of the appropriate governmental authority (the "Authority") under the Cleanup Laws. Should any Authority require that a cleanup plan be prepared and that a cleanup be undertaken because of the existence of Hazardous Materials which were installed, stored, used, treated, transported, disposed of or discharged on the leased premises, by an airport tenant, its agents, employees, independent contractors or sub lessees during the term of a lease,

the Airport tenant will prepare and submit the required plans and financial assurances in accordance with such Cleanup Laws. The Airport shall be indemnified and held harmless from and against all obligations, damages, injunctions, fines, penalties, demands, claims, costs, expenses, actions, liabilities, suits, proceedings and losses of whatever nature (including, without limitation, attorneys' fees and court costs), and all cleanup or removal costs and all actions of any kind arising out of or in any way connected with the installation, storage, use, treatment, transporting, disposing or discharge of Hazardous Materials in or on the leased premises by an Airport tenant.

**Rule 7-7. Environmental Notices** – An Airport tenant shall promptly supply the City Council with copies of any notices, correspondence and submissions made or received from any governmental authorities of the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Materials.

**Rule 7-8. Environmental Survival** – An Airport tenant's liability pursuant to any environmental issue shall survive the expiration or earlier termination of their lease.

**Rule 7-9. Storm Water Compliance**

**A.** The Airport is subject to federal storm water regulations, 40 C.F.R. Part 122 for "vehicle maintenance shops" (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or deicing operations that occur at the Airport as defined in these regulations and, if applicable, state storm water regulations. Each Airport tenant shall become familiar with these storm water regulations if it conducts "vehicle maintenance" or operates equipment cleaning operations and/or deicing activities as defined in the federal storm water regulations.

**B.** The City shall take steps necessary to apply for or obtain a storm water discharge permit as required by the applicable federal and/or state regulations, including the leased property occupied or operated by an Airport tenant. A storm water discharge permit issued to the City may name an airport tenant as a co-permittee.

**C.** An Airport tenant's close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. An airport tenant may have to implement and maintain "Best Management Practices" to minimize the exposure of storm water (and snow melt) to "significant materials" generated, stored, handled or otherwise used as defined in the federal storm water regulations.

**D.** The City storm water discharge permit is incorporated by reference into each lease and any subsequent renewals.

**E.** The City will provide an airport tenant with a written notice of those storm water discharge permit requirements that are in the city storm water permit, that a tenant will be obligated to perform from time to time, including, but not limited to:

1. certification of non-storm water discharges;
2. collection of storm water samples
3. preparation of storm water pollution prevention or similar plans
4. implementation of "good housekeeping" measures or best management practices; and maintenance of necessary records.

Such written notice shall include applicable deadlines and an opportunity to dispute any of the storm water discharge permit requirements.

**F.** Each Airport tenant shall participate in any organized task force or other work group established to coordinate storm water activities of the Airport.

#### **Rule 7-10. Non-Discrimination Covenants**

**A.** Each lease will include as a covenant running with the land to insure that:

1. no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased property;
2. that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person, on the grounds of race, color, sex or national origin, shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination.

**B.** The right to conduct aeronautical activities for furnishing services to the public is granted to an airport tenant subject to the agreement:

1. To furnish said services on a fair, equal and not unjustly discriminatory basis to all users.
2. To charge fair, reasonable, and not unjustly discriminatory prices for each unit or service provided an allowance may be made to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

**Rule 7-11. Insurance** – An Airport tenant shall during the term of lease maintain at their cost and expense insurance relating to the leased premises as follows:

**A.** See Attachment A

**B.** All such policies of insurance shall be issued by insurance companies acceptable to the City.

**Rule 7-12. Hold Harmless** – The City shall not be liable to an Airport tenant's employees, agents, servants, customers, invitees, or to any other person whomsoever, for any injury to persons or damages to property on or about the leased premises or any adjacent area owned by the City.

#### **Section 8. Knowledge of Rules Implied**

By publication and adoption of this ordinance, all persons shall be deemed to have knowledge of its contents. However, the Airport Manager is directed to have copies of the ordinance posted in paper or electronically, where appropriate. Copies shall be available at all times in the Airport Manager's office, and copies shall be furnished to all owners and operators of aircraft based at the airport.

#### **Section 9. Conflict of Rules and Regulations**

If and where there are conflicts in the rules and regulations prescribed herein and the FAA's Federal Aviation Regulations (FAR), the latter shall prevail. If and where there exists a conflict between any of the rules or regulations prescribed herein and any other City rules applicable to the same area, the more stringent limitation, or requirement shall govern and prevail.

#### **Section 10. Penalty for Violation**

The Airport Manager may deny use of the Airport for a period not exceeding fifteen (15) days for any person violating or refusing to comply with any of the rules or regulations prescribed herein pending a hearing by the City Council. Upon such hearing, such person may be deprived of the further use of the Airport and its facilities for a period of time as may appear necessary for the protection of life and property. Any violation of this ordinance / order shall be a misdemeanor, and upon conviction, be punishable by a fine not exceeding two-hundred (\$200) dollars, and each day a violation continues to exist shall constitute a separate offense. This section is cumulative of all other penalties for violation of Federal, State, and local laws, rules, regulations, ordinances, and orders. Citation for violation or issuance of a violation ticket of any of the rules and regulations prescribed herein may be made by any authorized police officer. The Airport Manager or City Council may request authorized police officers to investigate any suspected violation of these rules.

### **Section 11. Severability**

If any of the provisions of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

### **Section 12. Emergency Enactment**

Whereas, the immediate operation of the provisions of this ordinance is necessary for the preservation of the public health, public safety, and general welfare, an EMERGENCY is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage by the City Council of the City of Brady, Texas and publication and posting as required by law.

**CITY COUNCIL  
CITY OF BRADY, TEXAS  
AGENDA ACTION FORM for ORDINANCE**

|                               |  |                        |           |
|-------------------------------|--|------------------------|-----------|
| <b>AGENDA DATE:</b>           | 11/07/2023   | <b>AGENDA ITEM</b>     | 7.G.      |
| <b>AGENDA SUBJECT:</b>        | Discussion, consideration, and possible action regarding the <b>first reading of Ordinance 1371</b> of the City of Brady amending Ordinance 1366, a Schedule of Fees for the Administration of Utility Rates, Programs, Regulations and other Operations of the City; adding a Curtis Field Airport Ramp / Landing Fee |                        |           |
| <b>PREPARED BY:</b>           | L. Perry / T. Keys   | <b>Date Submitted:</b> | 11/1/2023 |
| <b>EXHIBITS:</b>              | Ordinance 1371<br>Airport memo   |                        |           |
| <b>BUDGETARY IMPACT:</b>      | <b>Required Expenditure:</b>   | \$00.00                |           |
|                               | <b>Amount Budgeted:</b>  | \$00.00                |           |
|                               | <b>Appropriation Required:</b>   | \$00.00                |           |
| <b>CITY MANAGER APPROVAL:</b> |  |                        |           |

|   |
|---|
| <b>SUMMARY:</b><br>RAMP/Landing/Facility Fee (referred to as Ramp Fee) is a fee that is routinely assessed to aviation customers that utilize our runways, taxiways, ramp space, courtesy cars, etc. but do not financially aid in supporting our facility. This request is to begin charging a Ramp Fee of \$75.00 to aircraft in the larger turbine and jet category. This fee will be waived with a 75-gallon fuel purchase. This fee will provide additional funding towards the sustainability of the airport. |
|---|

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|---|
| <b>RECOMMENDED ACTION:</b><br><br><b>Mayor will ask:</b> <u>“Madam City Secretary please read the Ordinance Preamble for the record in accordance with the City Charter.”</u> “Secretary reads preamble”<br><br><b>Mayor calls for a motion:</b> Move to approve first reading of <b>Ordinance 1371</b> |
|---|

**ORDINANCE NO. 1371**

**AN ORDINANCE OF THE CITY OF BRADY TEXAS AMENDING ORDINANCE 1366, A SCHEDULE OF FEES FOR THE ADMINISTRATION OF UTILITY RATES, PROGRAMS, REGULATIONS AND OTHER OPERATIONS OF THE CITY; ADDING A CURTIS FIELD AIRPORT RAMP / LANDING FEE.**

**WHEREAS**, Ramp/Landing/Facility Fees are common fees typically assessed to customers that chose to utilize Airport and Facilities without purchasing fuel; and

**WHEREAS**, these fees are typically waived with a minimum predetermined purchase; and

**WHEREAS**, the larger Turbine and Jet Aircraft are the aircraft group that puts the most wear and tear on our pavement which is the aircraft group that this charge will apply to; and

**WHEREAS**, the fee can be waived with a 75-gallon fuel purchase.

**WHEREAS** the City Council of the City of Brady would like to include a \$75 Ramp/Landing/Facility fee.

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

Ordinance 1366 is hereby amended to include a Ramp/Landing/Facility fee.

**Passed and approved on the FIRST READING** this \_\_\_\_ day of \_\_\_\_\_, 2023.

**Passed and approved on the SECOND READING** this \_\_\_\_ day of \_\_\_\_\_, 2023.

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Aaron Garcia, Mayor

ATTEST:

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Tina Keys, City Secretary

## Airport Ramp/Landing Fee (Facility Usage Fee)

Ramp/Landing/Facility Fees are common fees that are typically assessed to customers that choose to utilize our Airport and Facilities without purchasing fuel.

These Fees are typically waived with a minimum predetermined purchase.

The larger Turbine and Jet Aircraft are the aircraft group that puts the most wear and tear on our pavement which is the aircraft group that this charge will apply to.

This provides for additional revenue either through a fee or increased fuel sales.

We are considering a charge of \$75 that can be waived with a 75-gallon fuel purchase. (We visited with one of our corporate pilots regarding this and in his words these fees are expected and \$75 or 75 gallons of fuel is quite reasonable)

We will make on the spot decisions in regards to the charge when a customer cannot hold 100 gallons but are willing to take some fuel (as always customer needs considered first).

During the first year of adding this fee we will work with established customers that are not accustomed to us charging this fee and will advise them that we will waive the fee one time but going forward they will be expected to support their use of the Airport by taking fuel or paying the fee. (We will handle this situation as gently as possible)

This fee will not be assessed to the following:

- 1.) Based customers.
- 2.) Smaller piston aircraft.
- 3.) Routine customers who make significant annual fuel purchases.
- 4.) Military
- 5.) Med-Evac Services
- 6.) Firefighters
- 7.) Care Flights – (Ex: Angel Flight, Pilots for Paws, etc.)

### NOTES:

- 1.) We will miss out on a few after hour arrivals/departures but we expect that.
- 2.) This will assist in increasing our revenue stream and support ongoing maintenance, upgrades and operational cost.

# City Council

## City of Brady, Texas

### Agenda Action Form

|  |            |                              |           |                         |         |                                |         |  |  |
|--|------------|------------------------------|-----------|-------------------------|---------|--------------------------------|---------|--|--|
| <b>AGENDA DATE:</b>  | 11/07/2023 | <b>AGENDA ITEM</b>           | 7.H.      |                         |         |                                |         |  |  |
| <b>AGENDA SUBJECT:</b> Discussion, consideration and possible action regarding Resolution 2023-020 authorizing the Mayor to approve submission and acceptance of a grant through the Texas Department of Transportation for Routine Airport Maintenance (RAMP Grant) at Curtis Field Airport for Fiscal Year 2024, in an amount not to exceed \$100,000 and authorizing compliance with the grant terms; and providing an effective date   |            |                              |           |                         |         |                                |         |  |  |
| <b>PREPARED BY:</b> L. Perry / T. Keys   |            | <b>Date Submitted:</b>       | 11/2/2023 |                         |         |                                |         |  |  |
| <b>EXHIBITS:</b> Resolution 2023-020<br>Texas Department of Transportation Grant documentation   |            |                              |           |                         |         |                                |         |  |  |
| <b>BUDGETARY IMPACT:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; padding: 5px;"><b>Required Expenditure:</b></td> <td style="width: 25%; padding: 5px; text-align: right;">\$00.00</td> </tr> <tr> <td style="width: 25%; padding: 5px;"><b>Amount Budgeted:</b></td> <td style="width: 25%; padding: 5px; text-align: right;">\$00.00</td> </tr> <tr> <td style="width: 25%; padding: 5px;"><b>Appropriation Required:</b></td> <td style="width: 25%; padding: 5px; text-align: right;">\$00.00</td> </tr> </table>   |            | <b>Required Expenditure:</b> | \$00.00   | <b>Amount Budgeted:</b> | \$00.00 | <b>Appropriation Required:</b> | \$00.00 |  |  |
| <b>Required Expenditure:</b>   | \$00.00    |                              |           |                         |         |                                |         |  |  |
| <b>Amount Budgeted:</b>  | \$00.00    |                              |           |                         |         |                                |         |  |  |
| <b>Appropriation Required:</b>   | \$00.00    |                              |           |                         |         |                                |         |  |  |
| <b>CITY MANAGER APPROVAL:</b>  |            |                              |           |                         |         |                                |         |  |  |
| <b>SUMMARY:</b><br>RAMP (Routine Airport Maintenance Program) Grant is a funding opportunity that has been made available to and accepted by the City for Airport maintenance for many past years. Previously planned for and approved during the FY24 budgeting process was for a 50/50 grant up to \$100,000 with a \$50,000 eligible reimbursement for qualifying expenditures. There has been a late change to the plan for FY24, this year additional funding opportunities have been made available by decreasing the sponsor match making this years plan a 90/10 grant where qualifying expenditures up to \$111,111.11 with \$100,000.00 eligible reimbursement for qualifying expenditures. Approximately \$25,000 in expenditures is budgeted throughout the base budget, approximately \$20,000 for after hour restroom, and the approximately \$55,000 for work on the fuel farm. This new allocation can allow us to complete an additional \$11,111.11 work and reduce the sponsor match from \$50,000 to \$11,111.11 for a total savings of \$38,888.89. We are asking for Council to approve the full allocation. |            |                              |           |                         |         |                                |         |  |  |
| <b>RECOMMENDED ACTION:</b><br>Move to approve Resolution 2023-020  |            |                              |           |                         |         |                                |         |  |  |

**RESOLUTION 2023-020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS AUTHORIZING THE MAYOR TO APPROVE SUBMISSION AND ACCEPTANCE OF A GRANT THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR ROUTINE AIRPORT MAINTENANCE (RAMP GRANT) AT CURTIS FIELD AIRPORT FOR THE FISCAL YEAR 2024, IN AN AMOUNT NOT TO EXCEED \$100,000 AND AUTHORIZING COMPLIANCE WITH THE GRANT TERMS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Brady finds it is in the best interest of the City of Brady, Texas, that Curtis Field Airport be operated and maintained for the Fiscal Year 2024; and

**WHEREAS**, the Texas Department of Transportation has offered grant money to the City contingent upon acceptance of the grant and its terms.

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

The City of Brady approves the submission and authorizes the acceptance of the Texas Department of Transportation Grant for Routine Airport Maintenance (RAMP Grant) for the Curtis Field Airport for Fiscal Year 2024 to offset the costs of airport maintenance, and agrees to comply with all grant covenants. The grant will be for ninety percent (90%) of the eligible costs, not to exceed \$100,000.

This resolution shall become effective immediately upon adoption.

**PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2023

**CITY OF BRADY:**

---

Aaron Garcia, Mayor

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

**TEXAS DEPARTMENT OF TRANSPORTATION  
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

**(State Assisted Airport Routine Maintenance)**

**TxDOT Project ID: M2423BRAD**

**Part I - Identification of the Project**

TO: The City of Brady, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Brady, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the BRADY - CURTIS FIELD Airport.

**Part II - Offer of Financial Assistance**

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for ninety percent (90%) of the eligible project costs for this project or \$100,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

**Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.**

Work shall be accomplished by August 31, 2024, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.
5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 90% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

### **Part III - Additional Requirements for Certain Equipment**

1. Certain purchase, installation, and subscription costs for eligible air traffic and operations monitoring equipment (“Equipment”) are reimbursable as provided in this Part. If Grantee is seeking reimbursement for eligible Equipment costs, it must be shown in Attachment A.
2. For eligible Equipment, the State will reimburse 90% of the initial cost to purchase and install, not to exceed \$3,000.00, and 90% of the annual subscription fee for subsequent years, not to exceed \$3,000.00 per year.
3. Notwithstanding Section 2, for the one year prior to a master plan or airport layout plan update, TxDOT will reimburse up to 90% of the eligible costs, not to exceed \$5,400.00.
4. Eligibility Requirements
  - A. The Equipment must include the following items, at a minimum;
    1. Triangulation
    2. Noise abatement
    3. Aircraft tracking data for 30 days
    4. Direct installation without a third party
    5. Identification of pavement utilization by airplane design group for the entire airport
    6. 1 second and 3 foot accuracy
    7. Equal effectiveness at both towered and non-towered airports
    8. Tracking of military and government aircraft, including FAA blocked aircraft
  - B. In order for costs to be eligible for RAMP reimbursement:
    1. The Sponsor must maintain and operate the Equipment for 3 years.
    2. On at least a quarterly basis, the Sponsor must provide to the State all data produced and collected by the Equipment.
    3. To be eligible for reimbursement of the annual subscription fee after the first year, the Sponsor must participate in the Routine Airport

Maintenance Program, have an executed Grant Agreement for that year, and comply with all grant requirements.

- A. The State may conduct on-site or off-site monitoring reviews of the Equipment during the initial required 3-year term, and during any years Sponsor seeks reimbursement of subscription costs. The Sponsor shall fully cooperate with the State and provide any required documentation. The Sponsor shall grant full access to the Equipment to the State or its authorized designee for the purpose of determining compliance, including, but not limited to:
  - 1. Whether the Equipment, and its operation and maintenance, are consistent with the requirements set forth in the Grant Agreement and this First Amendment;
  - 2. Whether the Sponsor is making timely progress with installation of the Equipment, and whether its management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in the Grant Agreement and this First Amendment, and are fully and accurately reflected in reports submitted to the State.
- B. Failure to maintain compliance with these requirements may result in the Sponsor having to repay grant funds to the State.

#### **Part IV - Sponsor Responsibilities**

- 1. In accepting this Grant, if applicable, the Sponsor guarantees that:
  - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
  - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
  - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
  - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips,

taxiways, parking aprons, roads, airport lighting and navigational aids; and

- e. through the fence access shall be reviewed and approved by the State; and
- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance

or order approved by the State.

1. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

## **PART V - Nomination of the Agent**

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
  - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
  - b. enter into contracts as necessary for execution of scope of services;
  - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
  - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
  - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
  - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

## **PART VI - Recitals**

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.

2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
  - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
  - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

## **Part VII - Acceptances**

### **Sponsor**

The City of Brady, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The City of Brady, Texas  
Sponsor

\_\_\_\_\_  
Sponsor Signature

\_\_\_\_\_  
Sponsor Title

**Acceptance of the State**

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS  
TEXAS DEPARTMENT OF TRANSPORTATION

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

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

**Attachment A**  
**Scope of Services**  
**TxDOT Project ID: M2423BRAD**

| <b>Eligible Scope Item:</b> | <b>Estimated Costs<br/>Amount A</b> | <b>State Share<br/>Amount B</b> | <b>Sponsor Share<br/>Amount C</b> |
|-----------------------------|-------------------------------------|---------------------------------|-----------------------------------|
| <b>GENERAL MAINTENANCE</b>  | \$111,111.11                        | \$100,000.00                    | \$11,111.11                       |
| <b>Special Project</b>      | \$0.00                              | \$0.00                          | \$0.00                            |
| <b>Special Project</b>      | \$0.00                              | \$0.00                          | \$0.00                            |
| <b>Special Project</b>      | \$0.00                              | \$0.00                          | \$0.00                            |
| <b>Special Project</b>      | \$0.00                              | \$0.00                          | \$0.00                            |
| <b>Special Project</b>      | \$0.00                              | \$0.00                          | \$0.00                            |
| <b>TOTAL</b>                | \$111,111.11                        | \$100,000.00                    | \$11,111.11                       |

Accepted by: The City of Brady, Texas

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

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

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Airport Operations Counting Systems: The purchase and installation of specified air traffic and operations monitoring equipment (“Equipment”) is eligible for reimbursement as provided in Part III

**Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.**

## **CERTIFICATION OF AIRPORT FUND**

TxDOT Project ID: M2423BRAD

The City of Brady does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The City of Brady, Texas  
(Sponsor)

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

Title: \_\_\_\_\_

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

### **Certification of State Single Audit Requirements**

I, \_\_\_\_\_, do certify that the City of Brady will comply with all requirements of the State of Texas Single Audit Act if the City of Brady spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Brady will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE**

TxDOT Project ID: M2423BRAD

The City of Brady designates, \_\_\_\_\_  
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The City of Brady, Texas  
(Sponsor)

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

Title: \_\_\_\_\_

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

## **DESIGNATED REPRESENTATIVE**

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Overnight Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone/Fax Number: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email address: \_\_\_\_\_

**City Council  
City of Brady, Texas**

**Agenda Action Form for Resolution**

|   |  |                        |           |
|---|--|------------------------|-----------|
| <b>AGENDA DATE:</b>   | 11-07-2023   | <b>AGENDA ITEM</b>     | 7. I.     |
| <b>AGENDA SUBJECT:</b> Discussion, consideration, and possible action authorizing the city manager to execute a purchase order for a 623K Scraper from WarrenCAT, San Angelo, TX and approve <b>Resolution 2023-019</b> to enter into a lease/purchase agreement with CAT Financial Services, Corp. |  |                        |           |
| <b>PREPARED BY:</b>   | S. Miller / L. McElrath  | <b>Date Submitted:</b> | 11-2-2023 |
| <b>EXHIBITS:</b>  | Warren CAT Sales Agreement with Buy Board contract verification sheet<br>Warren CAT Proposal with Financial Lease terms.<br>Resolution 2023- 019 |                        |           |
| <b>BUDGETARY IMPACT:</b>  | <b>Required Expenditure:</b>   | \$139,517.95           |           |
|   | <b>Amount Budgeted (all leases):</b>   | \$315,000.00           |           |
|   | <b>Appropriation Required:</b>   | \$00.00                |           |
| <b>CITY MANAGER APPROVAL:</b>   |  |                        |           |

|  |
|--|
| <b>SUMMARY:</b>  |
| The city utilizes <i>operating</i> lease/purchase agreements for heavy machinery at the city landfill. The current scraper machine has reached the end of its lease (and useful life) with CAT Financial; therefore, the FY 24 budget, under Solid Waste Disposal, accounts for a new operating lease/purchase expenditure. The scraper is used to excavate soil from select areas of the landfill and transport the dirt to the trash work area for daily cover. Pricing is obtained from the BuyBoard. The lease agreement terms are as follows: <ul style="list-style-type: none"> <li>• Model 623K Scraper with Annual Operating Hours = 1,000</li> <li>• 84 Monthly Lease payments of \$12,683.45 x 11mo. (FY 24) = \$139,517.95</li> <li>• CAT Financing @ 6.99% with a balloon payment due \$275,000.00, equal to the buy-back value of the scraper.</li> </ul> |
| WarrenCAT notified city staff the scraper unit is at their San Angelo yard and is immediately available to City of Brady.  |

|   |
|---|
| <b>RECOMMENDED ACTION:</b>  |
| <b>Mayor:</b> <u>“Do I have a motion to authorize the city manager to execute the proposed sales agreement and approve by Resolution 2023-019 to authorize the city manager to execute the lease purchase agreement with CAT Financial.</u>                   |
| <b>Mayor calls for a motion:</b><br>Move to have city manager execute a purchase order for a 623K Scraper with Warren CAT – San Angelo for \$1,009,472.90 and approve <b>Resolution 2023-019</b> to enter into a lease-purchase agreement with CAT Financial. |

## **RESOLUTION #2023-019**

### A RESOLUTION REGARDING A LEASE-PURCHASE AGREEMENT FOR THE PURPOSE OF LEASING A "623K Scraper"

WHEREAS, City of Brady desires to enter into certain Financing Agreement, by and between Caterpillar Financial Services Corporation and the City of Brady, for the purpose of financing a "623K Scraper." The City of Brady desires to designate this Agreement as a "qualified tax-exempt obligation" of the City of Brady. The City of Brady desires to designate the City Manager as an authorized signer of the Agreement.

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

Section 1. That the City of Brady enters into a Governmental Equipment Lease-purchase Agreement with Caterpillar Financial Services corporation for the purpose of lease purchasing a "623K Scraper."

Section 2. That the Lease-Purchase Agreement, by and between the City of Brady and Caterpillar Financial Services Corporation is designated by the City of Brady as a "qualified tax-exempt obligation".

Section 3. That the City of Brady designates the City Manager as an authorized signer of the Lease-Purchase Agreement, by and between the City of Brady and Caterpillar Financial Services Corporation.

This Resolution has been PASSED and APPROVED by the Council of the City of Brady in a meeting held on the 7<sup>th</sup> day of November, 2023.

| City of Brady                      | Witness Signature                        |
|------------------------------------|--|
|                                    |  |
| Name: Aaron Garcia<br>Title: Mayor | Name: Tina Keys<br>Title: City Secretary |



# Vendor Contract Information Summary

|                                |  |
|--------------------------------|--|
| Vendor                         | Warren Cat   |
| Contact                        | Autumn Severson  |
| Phone                          | 806-336-3083   |
| Email                          | autumn.severson@warrencat.com                              |
| Vendor Website                 | www.warrencat.com  |
| TIN                            | 74-2765226   |
| Address Line 1                 | 702 East Slaton Rd.  |
| Vendor City                    | Lubbock  |
| Vendor Zip                     | 79404  |
| Vendor State                   | TX   |
| Vendor Country                 | USA  |
| Delivery Days                  | 10   |
| Freight Terms                  | FOB Destination  |
| Payment Terms                  | Net 30   |
| Shipping Terms                 | Freight prepaid by vendor and added to invoice             |
| Ship Via                       | Best Way   |
| Designated Dealer              | No   |
| EDGAR Received                 | Yes  |
| Service-disabled Veteran Owned | No   |
| Minority Owned                 | No   |
| Women Owned                    | No   |
| National                       | Yes  |
| No Foreign Terrorist Orgs      | Yes  |
| No Israel Boycott              | Yes  |
| MWBE                           | No   |
| ESCs                           | 9, 14, 15, 16, 17, 18                                      |
| States                         | Oklahoma, Texas  |
| Contract Name                  | Construction, Road and Bridge, and Other Related Equipment |
| Contract No.                   | 685-22   |
| Effective                      | 12/01/2022   |
| Expiration                     | 11/30/2025   |
| Accepts RFQs                   | Yes  |
| Quote Reference Number         | 685-22   |

WARREN CAT, PO BOX 60662, MIDLAND, TX79711-0622 Phone: (432) 571-4200

|  |  |   |   |
|--|--|---|---|
| PURCHASER<br>STREET<br>ADDRESS<br>CITY/STATE<br>POSTAL CODE<br>CUSTOMER<br>CONTACT:<br>INDUSTRY CODE:  | CITY OF BRADY<br>PO BOX 351<br>BRADY, TX 76825-0351<br>EQUIPMENT STEVEN MILLER<br>PRODUCT SUPPORT STEVEN MILLER<br>GOVT GENERAL USAGE (207G) | COUNTY MCCULLOCH<br>PHONE NO. 325 597 2152<br>PRINCIPAL WORK CODE                         | <SAME><br>S<br>H<br>P<br>T<br>O<br>F.O.B. AT: delivered |
| CUSTOMER NUMBER  | 9971300  | Sales Tax Exemption # (if applicable)<br>GOVT   | CUSTOMER PO NUMBER                                      |
| PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)  |  |   |   |
| NET PAYMENT ON RECEIPT OF INVOICE <input type="checkbox"/>   | NET ON DELIVERY <input type="checkbox"/>   | FINANCIAL SERVICES <input type="checkbox"/> CSC <input checked="" type="checkbox"/> LEASE |   |
| CASH WITH ORDER \$0.00   | BALANCE TO FINANCE \$1,009,472.90  | CONTRACT INTEREST RATE 6.99   |   |
| PAYMENT PERIOD MONTHLY   | PAYMENT AMOUNT \$12,683.45   | NUMBER OF PAYMENTS 84   | OPTIONAL BUY-OUT \$275,000.00                           |
| DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED   |  |   |   |
| MAKE: CATERPILLAR  | MODEL: 623K  | YEAR: 2023  |   |
| STOCK NUMBER: C137233  | SERIAL NUMBER: 0WTB00543   |   |   |
| 623K WHEEL TRACTOR-SCRAPER HRC   |  | 373-8501  |   |
| NON-POWERED ACCESS GP  |  | 309-4760  |   |
| STD WORK LIGHTS  |  | 320-9565  |   |
| STANDARD CERTIFICATION AR  |  | 373-8589  |   |
| ENGINE, C13, US EPA TIER 4 FINAL   |  | 564-4651  |   |
| FILMS AR - U.S. (ANSI)   |  | 373-8584  |   |
| TIRES, 33.25R29 BS VLT ** E2A  |  | 264-1408  |   |
| SEQUENCE ASSIST CPM  |  | 612-4335  |   |
| PRODUCT LINK, CELLULAR PLE641  |  | 499-5521  |   |
| LOAD ASSIST  |  | 439-4545  |   |
| FAST FILL GP   |  | 612-0069  |   |
| COLD START ATTACHMENT  |  | 379-6696  |   |
| STD HVAC INLET   |  | 428-8769  |   |
| NO STORAGE PROTECTION  |  | OP-2671   |   |
| DOMESTIC TRUCK, TR/SCR COMBINED  |  | OP-0255   |   |
| LANE 3 ORDER   |  | OP-9003   |   |
| YEAR   | TRADE-IN EQUIPMENT   | SERIAL NO.  | SELL PRICE  |
| 2016   | 623K - CATERPILLAR(AA)   | WTB00203  | LESS GROSS TRADE ALLOWANCE (\$330,000.00)               |
|  |  |   | NET BALANCE DUE \$801,639.36                            |
|  |  |   | EXT WARRANTY Included                                   |
|  |  |   | TRADES AMOUNT OWED (PAID BY DEALER) \$205,440.00        |
|  |  |   | HET: HET TOM GREEN CO TAX (0.185%) \$2,093.53           |
|  |  |   | AFTER TAX BALANCE \$1,009,172.90                        |
|  |  |   | DOCUMENT FEE \$300.00                                   |
| ALL TRADES-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.   |  |   |   |
| GROSS TRADE ALLOWANCE 330,000.00   |  |   |   |
| PAYOUT TO CAT Financial  | AMOUNT OWING \$205,440   |   |   |
| CUSTOMER TO PAYOUT <input type="checkbox"/>  | WARREN CAT TO PAY OUT <input type="checkbox"/>   |   |   |
| PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.  |  |   |   |
| <input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY   |  | INITIAL   | <input type="checkbox"/> USED EQUIPMENT WARRANTY        |
| The customer acknowledges that he has received a copy of the Warren CAT/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. |  |   |   |
| Standard 12 Month Unlimited Hour Full Machine Coverage   |  |   |   |
| 84M/6000HR PREMIER   |  |   |   |
| All used equipment is sold as is where is and no warranty is offered or implied except as specified here:  |  |   |   |
| Warranty applicable:   |  |   |   |
| _____<br>_____<br>_____  |  |   |   |
| CSA:   |  |   |   |
| NOTES: BuyBoard Contract: #685-22  |  |   |   |

## THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

To the extent that the property described herein is used equipment, Buyer is hereby notified that Warren Power & Machinery, Inc. has assigned its rights (but not its obligations) in this agreement to sell such equipment to CATD Exchange Services, LLC, a qualified intermediary, as part of an Internal Revenue Code Section 1031 exchange.

WARREN CAT

PURCHASER

ORDER RECEIVED BY

West, Jamey

APPROVED AND ACCEPTED ON \_\_\_\_\_

PURCHASER

REPRESENTATIVE CITY OF BRADY

BY \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

# OTHER TERMS AND CONDITIONS

## PAYMENT AND SECURITY INTEREST:

Unless otherwise indicated above, payment shall be made in full on or before Purchaser takes possession of Equipment. If full payment is not made prior to possession, then Purchaser grants to Seller a security interest in the Equipment and all proceeds thereof to secure payment of the Purchase Price and any and all liabilities and obligations of Purchaser to Seller. Seller may file Financing Statements, Continuation Statements, or any other such documents all without Purchaser's signature and at the expense of Purchaser. Any delinquent payment shall bear interest from the date it is due until paid at the highest interest rate permitted under applicable law.

## WHERE AND WHOM TO MAKE PAYMENTS:

All checks shall be made payable to Warren Cat and sent to PO Box 842116, Dallas, TX 75284 and please underline and bold the address just as before.

## DEFINITION OF WARREN CAT AND SELLER:

Warren Cat and Seller are defined as Warren Power & Machinery, Inc.

## DELIVERY AND INSPECTION OF EQUIPMENT:

The Equipment shall be shipped to the location on the date stated in this Agreement. Shipping Date stated above is an estimate only, and if Equipment is not available or ready on that date it will be made available as reasonably soon thereafter as possible. PURCHASER SHALL INSPECT THE EQUIPMENT PRIOR TO SHIPMENT AND ONCE PURCHASER HAS AGREED TO AND AUTHORIZED THE SHIPMENT OF THE EQUIPMENT, IT SHALL BE CONCLUSIVELY PRESUMED THAT PURCHASER HAS FULLY INSPECTED AND ACCEPTED THE EQUIPMENT AS BEING IN GOOD CONDITION AND IN CONFORMITY WITH THIS AGREEMENT. Purchaser shall pay (to Seller or to third parties) all transportation costs in advance for delivery of the Equipment including but not limited to: loading, unloading, installing, dismantling, hauling, demurrage, freight and switching charges.

## RISK OF LOSS AND INSURANCE.

Purchaser assumes all risks of loss and full responsibility for all loss or damage to Equipment from the date of this Agreement. Purchasers shall immediately provide and maintain in full force and effect the following policies of insurance: (a) fire, theft, and other hazards in sufficient amounts to cover the full replacement value of the Equipment; (b) comprehensive policy of public liability for each item of Equipment with the following minimum limits: (i) bodily injury - \$1,000,000; and (ii) property damage - \$1,000,000. In each policy, Seller shall be named as an additional insured or loss payee. Purchaser shall promptly furnish to Seller certificates or copies of each policy of insurance. Each policy shall provide for twenty (20) days written notice to Seller of the cancellation or material modification of the policy. Each policy must be in full force and effect until Purchaser takes possession of the Equipment and has paid in full.

## TRANSFER OF EQUIPMENT AND WARRANTY OF TITLE:

For value received, Seller does hereby sell, convey, assign, and transfer the Equipment to Purchaser to be effective only after full payment of the Purchase Price. Seller warrants and delivers title unto Purchaser free and clear of any and all liens, security agreements, and encumbrances. The Seller hereby binds Seller, and its successors and assigns, to warrant and defend the title of the property described herein to Purchaser, and Purchaser's successors and assigns, forever against every person whomsoever lawfully claiming or to claim such Equipment or any part thereof.

## WARRANTY, CLAIMS, AND DAMAGES:

The warranties on the Equipment shall be the manufacturer's warranties, if any, and only if in writing. There are no warranties from Seller. Purchaser shall look to the manufacturer for the description of the warranty and for any warranty claims. Purchaser acknowledges and agrees that the Equipment is of a size, design, and manufacture selected by Purchaser and is suitable for Purchaser's purposes and contains all safety features deemed necessary to Purchaser. No affirmation, representation, or warranty made by an employee or agent of Seller shall be enforceable unless it is specifically included in this Agreement. SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION, COVENANT, OR WARRANTY AS TO THE EQUIPMENT INCLUDING MERCHANTABILITY, QUALITY, CONDITION, DURABILITY, SUITABILITY, FITNESS FOR USE, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY WHATSOEVER. THE EQUIPMENT IS SOLD "AS IS, WHERE IS" AND SUBJECT TO ALL FAULTS. Seller shall not be liable to Purchaser, for any failure of the Equipment to operate, or for any delay, loss, or expense caused thereby or for any interruption of service or use of the Equipment while such Equipment is undergoing servicing or repair. Seller shall not be required to furnish replacement Equipment or to grant any credit because of such loss of use of the Equipment while undergoing repairs or because of inclement weather. NEITHER PARTY (NOR THE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF EITHER PARTY) IS LIABLE HEREUNDER TO THE OTHER IN ANY ACTION OR CLAIM FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, WHETHER THE ACTION IN WHICH RECOVERY OF THE DAMAGES IS SOUGHT IS BASED ON CONTRACT, TORT (INCLUDING SOLE, CONCURRENT OR COMPARATIVE NEGLIGENCE), GROSS NEGLIGENCE, INTENTIONAL OR WRONGFUL ACTS OR STRICT LIABILITY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, ANY STATUTORY REMEDIES INCONSISTENT WITH THESE TERMS ARE WAIVED BY THE PARTIES.

## TRADE-IN PROPERTY:

In consideration for the credit against the Purchase Price and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser does hereby irrevocably sell, assign, transfer and convey unto Seller, its successors and assigns, the Trade-in Property described above. Purchaser represents and warrants that Purchaser is the sole owner of the Trade-in Property, that Purchaser has full power and authority to sell the Trade-in Property, and that there are no liens, claims, debts, mortgages or encumbrances of any kind, nature, or description against the Trade-in Property, of record or otherwise. The Purchaser hereby binds Purchaser, and its successors and assigns, to warrant and defend the title of the property described herein to Seller, and Seller's successors and assigns, forever against every person whomsoever lawfully claiming or to claim such Trade-in-Property or any part thereof. Purchaser represents and warrants that the Trade-in Property is in good working condition, that there are no defects (latent or patent), and that there are no undisclosed conditions or defects.

## JURISDICTION AND VENUE:

If the Equipment was sold from one of Seller's locations in the State of Texas, jurisdiction and venue of any dispute arising from or related to this Agreement shall be in Midland County, Texas and the laws of the State of Texas shall govern the dispute. If the Equipment was sold from one of Seller's locations in the State of Oklahoma, jurisdiction and venue of any dispute arising from or related to this Agreement shall be in Oklahoma County, Oklahoma, and the laws of the State of Oklahoma shall govern the dispute.

## ARBITRATION:

Any claim by Purchaser against Seller arising out of or related to this Agreement or to the Equipment, Trade-in-Property, repairs, warranties, etc. shall, at the option of Seller, be settled and decided by binding arbitration conducted in Midland County, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The judgment by the arbitrator(s) shall be final, and judgment upon the decision rendered may be entered in any court having jurisdiction thereof.

## MISCELLANEOUS PROVISIONS:

This Agreement is the entire agreement between the parties hereto containing all agreed upon terms and conditions, and it supersedes and cancels any and all prior agreements and negotiations, whether written or oral. Time is of the essence in the performance of this Sale. Seller is not in any way or for any purpose a partner of or joint venture with Purchaser. If any one or more provisions of this Agreement shall be found to be illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Purchaser and Seller will execute and deliver all other documents as may be reasonably needed to effectuate and complete the transaction the subject of this Agreement. Both parties hereby represent and warrant that the person executing this Agreement has the proper authority from their respective entities to bind the entities to this Agreement. This Agreement may be executed by facsimile or electronically which shall have the same effect as an original signature.

## INDEMNITY:

PURCHASER SHALL PROTECT, INDEMNIFY, DEFEND, AND SAVE SELLER AND ITS ASSIGNS HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER WHATSOEVER, INCLUDING ATTORNEYS FEES, ARISING IN FAVOR OF ANY PERSON, INCLUDING EMPLOYEES OF PURCHASER, ON ACCOUNT OF PERSONAL INJURIES OR DAMAGES TO PROPERTY OCCURRING, GROWING OUT OF, INCIDENT TO, OR RESULTING DIRECTLY OR INDIRECTLY FROM THE SELECTION, PURCHASE, OWNERSHIP, DELIVERY, USE, OPERATION, MAINTENANCE, REPAIR, OR RETURN OF THE EQUIPMENT WHETHER SUCH LOSS, DAMAGE, OR INJURY OR LIABILITY ARISES WHOLLY FROM OR IS CONTRIBUTED TO BY THE NEGLIGENCE OF THE SELLER OR ITS EMPLOYEES, AND WHETHER DUE OR CONTRIBUTED TO BY IMPERFECTIONS OR DEFECTS OF THE EQUIPMENT, WHETHER LATENT OR PATENT, OR FROM OTHER CAUSES WHATSOEVER.

## WAIVER OF CONSUMER RIGHTS:

PURCHASER WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ. , TEXAS BUSINESS COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF PURCHASER'S OWN SELECTION, PURCHASER VOLUNTARILY CONSENTS TO THIS WAIVER.

## OTHER PROVISIONS:



## DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's [Data Governance Statement](#) ( "DGS" ), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the [Cat® Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software](#) document (the "RSP Document") The RSP Document can be reviewed at [https://www.cat.com/remoteservicesprocess?\\_ga=2.245276421.1412167159.156198585-475983137.1559312215](https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.156198585-475983137.1559312215).

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#). Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

CITY OF BRADY

Company

CITY OF BRADY

Company (Print)

STEVEN MILLER

Company Representative (Print)

Signature

Date

### FOR DEALER USE ONLY

Company UCID

Company Representative CWS ID

Main Store Dealer Code

Dealer Representative Name

Dealer Representative CWS ID



Quote 286012-01  
BuyBoard Contract# 685-22

Oct 16, 2023

CITY OF BRADY  
PO BOX 351  
BRADY  
Texas  
76825-0351

Attention: STEVEN MILLER

Dear Steven Miller, Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: 623K Wheel Scrapers with all standard equipment in addition to the additional specifications listed below thru Buyboard Contract #685-22

**STOCK NUMBER:** C137233      **SERIAL NUMBER:** 0WTB00543      **YEAR:** 2023      **SMU:** 0

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jamey West  
Machine Sales Representative

**One (1) New Caterpillar Model: 623K Wheel Scrapers with all standard equipment in addition to the additional specifications listed below:**

#### **STANDARD EQUIPMENT**

**POWERTRAIN** -TRACTOR: -C13 ACERT with MEUI -Cat engine brake -Electric start, 24V -Air cleaner, dry type with precleaner -Fan, Hydraulic -Ground level shutdown -Radiator, aluminum unit core, -9 fins per in. -Guard, crankcase -Muffler (Only for Less or Non-

-Regulated Regions Engine -Arrangement Only) -Starting aid, ether -Braking system: -Primary and Secondary, wet disk, -hydraulic -Parkng,hyd. release,spring applied -Throttle Lock -Transmission: -8 speed planetary powershift -ECPC Control -APECS software -Programmable top gear selection -Transmission hold -Differential Lock -Guard, powertrain -Tire Spin Reduction -Ground Speed Control -Machine Speed Limit -Differential Lock Protection -SCRAPER: -Braking system: -Primary and Secondary, wet disk, -hydraulic -

**ELECTRICAL** -TRACTOR: -Alternator, 150 amp -Batteries (4), 12 Volt, 1000 CCA -maintenance free, high output -Electrical system, 24V -Lighting system: -Headlights,halogen -Turn signals -with hazard function, LED -Floodlight,(2) cutting edge -and (1) bowl, halogen -Side Vision (2) halogen -SCRAPER: -Alarm, backup -Lighting system -Brake lights, LED -Turn signals with hazard function, LED -

**OPERATOR ENVIRONMENT** -TRACTOR: -HVAC system, heat, AC, defrost -Thermostat control of HVAC system -Coat hook -Lunch box platform with holding strap -Diagnostic connection (2) -12V power ports (2) -Differential lock (1) -Dome courtesy light -Horn, electric -T-Handle implement control -Mirror, rear view -Radio ready -ROPS/FOPS cab, pressurized -Keypad Switches -Throttle lock -Wipers/washers -Hazard lights -Retarding Level select -Work Lights on, off -Information mode -on Messenger Display -Safety Tab Rocker Switches: -Regeneration control -(Tier 4 Final/ EU Stage IV only) -Parking Brake -Seat belt, static two-piece -Seat, Cat Advanced Ride Management -(CARM), Cat comfort series 3, -rotates 30 degrees -Steering wheel, tilt, telescoping, -padded -Windows, right side emergency egress -Windows, sliding -Windows, laminated,zipped in -Windshield wipers, front and rear -windows,includes washers -Door lock -Messenger Display - -gauges, warnings include: -Coolant temp -Engine oil temp -Hydraulic oil temp -DPF temp -Fuel level -Park brake -Implement lockout -Brake system -Regeneration required -Throttle lock -System voltage -Secondary steering -Bail down -Ejector auto -Diff lock -Apron float -Transmission hold -Cushion hitch -High beam lights -Action lamp -Engine speed, rpm -Gear selection -Dpf fill levels -

**FLUIDS** -Extended Life Coolant to -37C (-34F) -

**OTHER STANDARD EQUIPMENT** -TRACTOR: -Advanced Cushion Hitch -Accumulators (cushion hitch) with -Canadian Registration Number (CRN) -Fast oil change -Fenders, non metallic -Rims (2) -Tow pin, front -Vandalism locks -Heater, engine coolant 120V -SCRAPER: -Bowl -23 cubic yard, heaped -17.6 cubic yard, struck -Vandalism locks -Elevator with 15 flights -Hydraulic Position Sensing -Cylinder (bowl lift)

## MACHINE SPECIFICATIONS

|                                |          |
|--------------------------------|----------|
| 623K WHEEL TRACTOR-SCRAPER HRC | 373-8501 |
| NON-POWERED ACCESS GP          | 309-4760 |
| STD WORK LIGHTS                | 320-9565 |
| STANDARD CERTIFICATION AR      | 373-8589 |
| ENGINE,C13,US EPA TIER 4 FINAL | 564-4651 |
| FILMS AR - U.S. (ANSI)         | 373-8584 |
| TIRES, 33.25R29 BS VLT ** E2A  | 264-1408 |
| SEQUENCE ASSIST CPM            | 612-4335 |
| PRODUCT LINK, CELLULAR PLE641  | 499-5521 |
| LOAD ASSIST                    | 439-4545 |
| FAST FILL GP                   | 612-0069 |
| COLD START ATTACHMENT          | 379-6696 |
| STD HVAC INLET                 | 428-8769 |
| NO STORAGE PROTECTION          | 0P-2671  |
| DOMESTIC TRUCK,TR/SCR COMBINED | 0P-0255  |
| LANE 3 ORDER                   | 0P-9003  |

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|                                     |                       |
|-------------------------------------|-----------------------|
| BUYBOARD #685-22 SELL PRICE         | \$1,131,639.36        |
| LESS GROSS TRADE ALLOWANCE          | (\$330,000.00)        |
| <b>NET BALANCE DUE</b>              | <b>\$801,639.36</b>   |
| EXT WARRANTY                        | Included              |
| TRADES AMOUNT OWED (PAID BY DEALER) | \$205,440.00          |
| HET: HET TOM GREEN CO TAX (0.185%)  | \$2,093.53            |
| <b>AFTER TAX BALANCE</b>            | <b>\$1,009,172.90</b> |

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**WARRANTY**

Standard Warranty: Standard 12 Month Unlimited Hour Full Machine Coverage  
 Extended Coverage: 84M/6000HR PREMIER

**TRADE-INS**

| Model | Make             | Serial Number | Year | Trade Allowance |
|-------|------------------|---------------|------|-----------------|
| 623K  | CATERPILLAR (AA) | WTB00203      | 2016 | \$330,000.00    |

**F.O.B/TERMS:**

Delivered to Brady, TX

**PAYMENT TERMS****Lease Terms**

| CASH WITH ORDER | BALANCE TO LEASE | TERM        | MONTHLY PAYMENT | RATE | OPTIONAL BUY-OUT | AMOUNT         |
|-----------------|------------------|-------------|-----------------|------|------------------|----------------|
| \$0.00          | \$1,009,472.90   | 84(monthly) | \$12,683.45     | 6.99 | \$275,000.00     | \$1,131,639.36 |

The above lease is based on the following:

- Taxes are extra on the monthly payments and the buy-out
- If the machine is not purchased at the end, then it must be returned in average condition with normal wear-and-tear
- The customer is responsible for all maintenance and repairs on the machine using genuine Cat parts only
- Tires, undercarriage, and all ground engaging tools (i.e. teeth, cutting edges) must be at 50% remaining, minimum, if the unit is not purchased at the end of the lease
- The above is subject to credit approval

Accepted by \_\_\_\_\_ on \_\_\_\_\_

Signature



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

|                               |  |                        |         |
|-------------------------------|--|------------------------|---------|
| <b>AGENDA DATE:</b>           | 11-7-23  | <b>AGENDA ITEM</b>     | 7.J.    |
| <b>AGENDA SUBJECT:</b>        | Discussion, consideration and possible action to approve the <b>first reading of Ordinance 1372</b> amending the average monthly payment agreement billing program for the payment of water, sewer, gas, electric and/or trash services. |                        |         |
| <b>PREPARED BY:</b>           | Lisa McElrath  | <b>Date Submitted:</b> | 11-2-23 |
| <b>EXHIBITS:</b>              | Ordinance 1372<br>AMP Billing Program: Informational Sheet - Qualifications  |                        |         |
| <b>BUDGETARY IMPACT:</b>      | <b>Required Expenditure:</b>   | \$00.00                |         |
|                               | <b>Amount Budgeted:</b>  | \$00.00                |         |
|                               | <b>Appropriation Required:</b>   | \$00.00                |         |
| <b>CITY MANAGER APPROVAL:</b> |  |                        |         |

|   |
|---|
| <b>SUMMARY:</b>   |
| <p>The city council adopted by ordinance 1072 on October 21, 2010, an Average Monthly Payment (AMP) agreement billing program for customers who are interested in level-budgeting for their personal finances. This is not a payment relief program, but a way for those with excellent credit to level out their monthly payments, avoiding spikes in payments due from month to month.</p> <p>We currently have 6 customers on this program. While we feel the program has been successful, the customer's reserve, or amount due the city, over time has reached material levels for some customers. Staff has determined that an annual true-up process would be more appropriate to reduce the risk of loss to the city and prevent a large liability that the customer was trying to avoid by participating in a level payment program. Research indicates that an annual true-up is common among cities that have the same AMP program.</p> <p>The ordinance presented today adds the requirement for an annual true-up and re-enrollment opportunity.</p> |

|   |
|---|
| <b>RECOMMENDED ACTION:</b>  |
| <p><b>Mayor will ask:</b> <u>"Madam City Secretary please read the Ordinance Preamble for the record in accordance with the City Charter."</u> "Secretary reads preamble"</p> <p><b>Mayor calls for a motion:</b> Move to approve the <b>first reading</b> of Ordinance 1372.</p> |

## ORDINANCE NO. 1372

### AN ORDINANCE OF THE CITY OF BRADY, ESTABLISHING AN AVERAGE MONTHLY PAYMENT BILLING AGREEMENT FOR THE PAYMENT OF WATER, SEWER, GAS, ELECTRIC, AND TRASH SERVICES:

An ordinance amending the Average Monthly Payment Billing Agreement as follows:

- (a) Purpose. The mayor and city council realize there is a fluctuation in customer utility bills that primarily is dependent on weather patterns and the customer's personal choice of usage of the water/sewer, gas, electric and trash services. Therefore, to provide an avenue for the consumer to better manage personal payment fluctuations, this program is designed to assist the utility and solid waste collection service customers a means to have a level (average) payment on a monthly basis for a one-year period.
- (b) AMP billing arrangement. When a customer desires to be placed on Average Monthly Payments (AMP) by the city, said customer shall complete a form requesting AMP for services supplied by the city. After review and approval of the application, the city and customer shall enter into an AMP agreement and shall continue in effect for one year or until canceled by either party.
- (c) Guidelines for Average Monthly Payment Billing.
  1. As a convenience for eligible utility customers, average monthly payments may be made for city utility services. Upon enrollment, an average of the most recent 12 utility bills will be calculated to determine the month's AMP required. In addition, an over/under balance will be calculated for actual charges incurred versus AMP billed and recorded on the monthly utility bills. A true-up payment is due with each March billing, requiring the account to be paid to a zero balance once a year. Enrollment periods for AMP are March and July. A 12-month average will be calculated and billed beginning each April or August, upon completion of the AMP form and the account has a beginning balance of zero.
  2. To be eligible, a customer must:
    - a. Be a Residential customer only.
    - b. Have 12 months of service with the city at the same location.
    - c. Have their utility account in excellent standing (a zero balance and not more than two late payments in the most recent 12 months).
    - d. Agree to true-up the account to a zero balance, including any outstanding reserve balances, each March.
  3. A customer shall be removed from AMP if a delinquency occurs during AMP billing cycle.

4. The customer shall be responsible for monitoring the AMP Reserve balance on the account, and if so desired, make additional payments to be applied to the balance.
5. The customer can choose to remove themselves from AMP billing at any time with the existing AMP Reserve due with following month's billing.
6. If the customer chooses to remove themselves from AMP billing, they will not be eligible to be considered for AMP for one full year.

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADY TEXAS** that the Average Monthly Payment Billing Agreement be amended accordingly.

**APPROVED UPON FIRST READING THIS THE 7th DAY OF November 2023,**

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

---

Aaron Garcia, Mayor

ATTEST: \_\_\_\_\_

Tina Keys, City Secretary



**CITY OF BRADY**  
**AVERAGE MONTHLY PAYMENT BILLING PROGRAM QUALIFICATIONS**

Your average monthly payment will be determined by averaging the most recent 12 months of billing history, including the current month's billing. Since this is a rolling average, your monthly bill normally fluctuates slightly depending on your history and current usage:

- Residential Customers only
- Twelve months of history at same location
- Current account balance equal to zero
- Must have excellent credit: not more than two delinquents and no cut-off notices in the last 12 months
- Agree to true up account to a zero balance once a year in March
- AMP privilege is non-transferable to a new service address
- Sign up dates are March and July

The terms of this billing plan require all payments to be made on time. If payments are not received by the due date, the plan will be subject to termination. If the plan is terminated, all balances are due and payable at the time of termination.

# City Council

## City of Brady, Texas

### Agenda Action Form

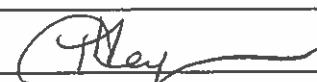
|  |   |                        |          |
|--|---|------------------------|----------|
| <b>AGENDA DATE:</b>  | 11/7/2023   | <b>AGENDA ITEM</b>     | 7.K.     |
| <b>AGENDA SUBJECT:</b>   | Discussion, consideration and possible action awarding bid for remodel of 607 W 11 <sup>th</sup> to house Brady Police Department |                        |          |
| <b>PREPARED BY:</b>  | E. Corbell  | <b>Date Submitted:</b> | 10/31/23 |
| <b>EXHIBITS:</b>   | Summary of bids   |                        |          |
| <b>BUDGETARY IMPACT:</b>   | <b>Required Expenditure:</b>  | \$                     |          |
|  | <b>Amount Budgeted:</b>   | \$                     |          |
|  | <b>Appropriation Required:</b>  | \$                     |          |
| <b>CITY MANAGER APPROVAL:</b>  |   |                        |          |
| <b>SUMMARY:</b> <p>Council has been presented 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<sup>th</sup>, to house the Brady Police Department.</p> <p>Council had 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.</p> <p>Mayor Garcia has requested that this item be placed on the agenda for discussion and possible action to award a bid for the remodel of the old cafeteria at 607 W 11<sup>th</sup>, to house the Brady Police Department.</p> |   |                        |          |
| <b>RECOMMENDED ACTION:</b> <p>Direct staff as desired</p>  |   |                        |          |

## 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<br>Addenda<br>Acknowledgement<br>Signed | Bid Amount             | Comments  |
|-----|-----------------------|--|------------------------|---|
| 1   | FLETCO                | ✓  | 2,084,000              |   |
| 2   | MRI BUILDERS          | ✓  | 2,201,322 <sup>W</sup> |   |
| 3   | COVINGTON CONTRACTING | ✓  | 1,968,485              |   |
| 4   | WALDROP 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 **Oh**

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)

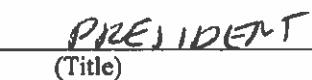
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful 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)

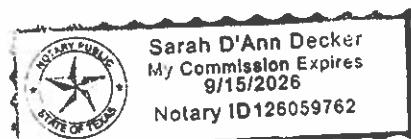
(Name & Title): ,

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.

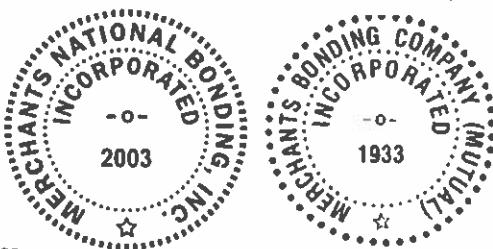
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings,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

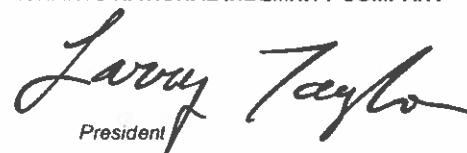
In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways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



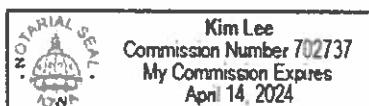
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

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.

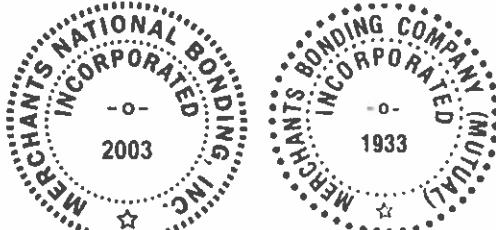


  
Notary Public

(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](mailto: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](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto: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 fifty 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**

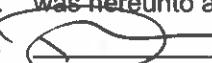
- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

|                        |                   |                        |             |
|------------------------|-------------------|------------------------|-------------|
| 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.

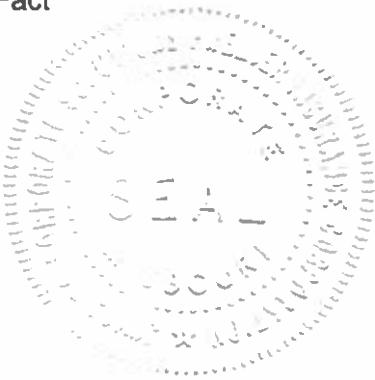
We certainly would give Modern Renovations Inc. our highest recommendation as you consider them for your project. Immediately upon receipt of a contract, upon surety approval, and at the request of our contractor, we will be happy to issue the necessary Performance and Payment bonds for this Project.

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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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](http://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](mailto:justin@sananglorodeo.com)

Cliff Brown

Centex Boat & RV and Texas Boat World

254-721-8036 - [cbrown@texasboatworld.com](mailto:cbrown@texasboatworld.com)

Mike and Ann Glenn

Mr. Gatti's Pizza

512-809-7256 - [taylorgattipizza@gmail.com](mailto:taylorgattipizza@gmail.com)

Dr. Thomas Martens

Federal Comp and Wellness Clinics

512-809-7073 - [dmartens@fcw.com](mailto:dmartens@fcw.com)

Dale Huggins

MDH Properties & Windfall Plaza

512-585-6489 - [nancy@mdhproperties.com](mailto: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](mailto: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

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

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**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**

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**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**

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**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

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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**

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**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.

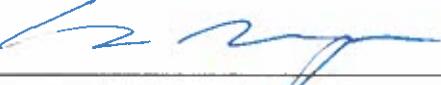
**1.08 ADDENDA**

- 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: 

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 30<sup>th</sup> day of

*August 2023*



*Frank A. Carrino* Secretary

Frank A. Carrino, Secretary