



CITY OF BRADY COUNCIL AGENDA  
REGULAR CITY COUNCIL MEETING  
JUNE 17, 2014 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 6:00pm on June 17, 2014, at the Ed Davenport Civic Center located at 200 Country Club Road, 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.

Tony Groves  
Mayor

Latricia Doyal  
Mayor Pro Tem

Kathy Gloria  
Councilmember

Linda Lott  
Councilmember

Marilyn Gendusa  
Councilmember

Jack Turk  
Councilmember

Kim Lenoir  
City Manager

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

**2. INVOCATION & PLEDGE OF ALLEGIANCE**

**3. APPROVAL OF AUDIT BOARD**

**4. APPROVAL OF MINUTES 6/3/14**

**5. PUBLIC COMMENTS**

Public comments are reserved for items NOT listed on the agenda.

Please address public comments regarding items ON the agenda under "Individual Concerns" during public comments and discussion of those items.

**6. PRESENTATION**

Proclamation – Dunbar School Reunion

Brady Golf Association - Purchasing Golf Course Greens Roller Equipment

Drinking Water Radium Reduction Project – Keith Kindle, EHT

**7. INDIVIDUAL CONCERNS**

- A. Discussion, consideration and possible action regarding Resolution 2014-012 for professional services contract with Enprotec/Hibbs & Todd for the Preliminary Engineering Report (PER) for the \$612,000 TWDB Drinking Water Radium Reduction Project and authorizing the City Manager to sign the agreement
- B. Discussion, consideration and possible action regarding Resolution 2014-013 for the fourth amendment to Franchise Agreement with Sharyland
- C. Discussion, consideration and possible action regarding Resolution 2014-014 for TXDOT-Aviation Grant Application; 90/10 Airport Hangar
- D. Discussion, consideration and possible action regarding Resolution 2014-015 authorizing the Mayor to sign an engineering service Agreement for 2014 asphalt

street Seal Coat Project with Jacob & Martin of Abilene Texas in the amount of \$3,259.00.

- E. Discussion, consideration and possible action resolution 2014-016 authorizing the Mayor to sign a Contract Agreement for 2014 Seal Coat Project with Lipham Asphalt & Paving of Aspermont, Texas in the amount of \$81,470.00
- F. Discussion, consideration, and possible action regarding second reading of Ordinance No. 1154 of the City of Brady, Texas allowing for permitting Mobile Food Vendors, establishing rules, and penalties
- G. Discussion and consideration of appointments and/or reappointments of expiring/and or vacant positions for Planning and Zoning Commission – Place 1, 2, Alternate and two (2) Alternate Members to Zoning Board of Adjustments
- H. Discussion, consideration, and possible action regarding 60 day notice of cancellation and requested amendment to 2007 Ordinance 1011 establishing Interlocal Cooperation Agreement for the provisions of emergency medical services between City of Brady and the “Heart of Texas Memorial Hospital District”, assigned July 6, 2009 to “Service Organization of Big Country” and assigned August 2, 2013 to “Service Organization of the Concho Valley”, and amendment request to providing a 30 day cancellation notice.

## 8. STAFF REPORTS

- A. Monthly Reports – Finance Reports for May
- B. TWBD – Report of Audit for Clean Water State Revolving Fund Loans
- C. KSA Engineering Contract – Boat Ramp / Marina Project update
- D. Joint Work Session City Council/Brady ISD School Board
- E. Monthly Reports – Golf, Senior Center
- F. Farmers Market on the Square – every Thursday, 5pm
- G. June 20<sup>th</sup> and 21<sup>st</sup> Events: HOT Pageant – Civic Center 7pm; Smoke on the Hill at Richards Park; and Juneteenth Celebration at Willie Washington Park
- H. Budget Work Sessions – every Tuesday in July, 5pm

## 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

## 10. EXECUTIVE SESSION

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 about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.086 (Deliberations, vote or final action about competitive matters of the public power utility), and 551.087 (Economic Development).

- A. 551.074 (Personnel Matters) performance reviews of Municipal Judge
- B. 551.072 (Deliberations about Real Property)
- C. 551.086 (Deliberations, vote or final action about competitive matters of the public power utility) The Council, as the governing body of a public power utility, will meet in closed session to deliberate, vote or take final action on matters involving customer billing, contract and usage information, electric power pricing information, and system load characteristics.


## 11. 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 5:00 p.m. and will remain posted continuously for 72 hours prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.

\_\_\_\_\_  
Christy Badilla, 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 [citysec@bradytx.us](mailto:citysec@bradytx.us).

# City Council City of Brady, Texas Agenda Action Form

<b>AGENDA DATE:</b>	6/17/2013	<b>AGENDA ITEM</b>	4
<b>AGENDA SUBJECT:</b>	Approval of Minutes for 6/03/2014		
<b>PREPARED BY:</b>	Badilla	<b>date</b>	06/13/2014
<b>EXHIBITS:</b>	6/03/2014 Minutes		
<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>

<b>RECOMMENDED ACTION:</b>
Move to approve the minutes of 6/03/2014

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The City Council of the City of Brady, Texas met in a Regular Meeting on Tuesday, June 3, 2014 at 6:00pm at the Ed Davenport Civic Center, 200 Country Club Rd, Brady, Texas with Mayor Anthony Groves presiding. Council members present were Kathy Gloria, Marilyn Gendusa, Latricia Doyal, Linda Lott, and Jack Turk. City staff present were City Manager Kim Lenoir, Code Enforcement Officer Carey McBride, City Secretary Christy Badilla, Director of Finance Lisa Remini, Director of Public Works Steven Miller, Director of Community Service Peter Lamont, Fire Chief Lyle Daniel, Eddie Sayles, Traci Enix and Andrew Williams. Others in attendance were Joseph A. Bucholz Jr., Bill Neslage, Jon Chase, Lynn Farris, Erin Corbell, Annita Ellison, Mary Bradshaw, Michele Derrick, Tim Jones, Neal Ulmer, Don Enix, James R. Griffin, Joshua Berryhill, Keith Roddie, Donald Ray Lee, Eddie Sayles, Jaron Shahan, Eric Bierman, Charlotte Harper, Traci Crnkovich, Rick Althop, Susan Jolliff, and Brendan Weatherman.

#### **REGULAR SESSION 6:00pm**

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

Mayor Groves called the meeting to order at 6:03pm. Roll was then called for Council and a quorum was certified.

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

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

##### **3. APPROVAL OF AUDIT BOARD**

Council Member Doyal made a motion to approve. Seconded by Council Member Gendusa. All Council Members voted "aye" and none "no". Motion carried.

##### **4. APPROVAL OF MINUTES for 4/08/14 and 4/15/14**

Council Member Gendusa made a motion to approve the minutes of the 04/08/14 and 04/15/14 Council meeting. Seconded by Council Member Doyal. All Council Members voted "aye" and none "no". Motion carried.

##### **5. PUBLIC COMMENTS**

none

##### **6. INDIVIDUAL CONSIDERATION**

- A. Discussion, consideration and possible action regarding second reading of Ordinance No. 1153 of the City of Brady, Texas amending FY2013-2014 Budget  
City Manager Kim Lenoir presented to council, explaining that funds from various sources were now available to cover various expenses. Council Member Gendusa made a motion to approve. Seconded by Council Member Doyal. All Council Members voted "aye" and none "no". Motion carried. Joseph "Tony" Bucholz representing the VFW advised that there was to be a VFW meeting that night and they were prepared to build a fence in front of the pool if they are not satisfied with the timeframe of the plan to complete the parking lot around the VFW post. That timeframe was represented as beginning within the week by Building Official Carey McBride.
- B. Discussion, consideration, and possible action regarding first reading of Ordinance No. 1154 of the City of Brady, Texas allowing for permitting Mobile Food Vendors, establishing rules, and penalties  
City Manager Kim Lenoir presented to Council. Council Member Gendusa made a motion to approve. Seconded by Jack Turk. All Council Members voted "aye" and none "no". Motion carried.

- C. Discussion and consideration of appointments and/or reappointments of expiring/and or vacant positions for Planning and Zoning Commission – Place 2, 3, Alternate; Brady Economic Development Corporation – Place 2 and 4 and two Alternate Members to the Zoning Board of Adjustments: No applications were available at the time, Badilla was to contact current board members and ask if they want to reapply or serve another term.
- D. Discussion, consideration, and possible action regarding Charter Commission recommendation for renumbering City Charter for clarification and improved readability. Charter Review Commission Chair Shelly Perkins presented recommendations to Council. Council Member Gendusa made a motion to approve. Seconded by Council Member Turk. All Council Members voted “aye” and none “no”. Motion carried.
- E. Discussion, consideration, and possible action regarding location for E & B Fun Time Rides to provide a Carnival on July 3 - 6, 2014: Erin Corbell with the Brady/McCulloch County Chamber of Commerce advised that E&B Fun Time Rides was no longer interested in coming to Brady. Charlotte Harper commented that she believes that there are problems along the creek such as skunks and mosquitos that should be addressed prior to having any carnival in Richards Park. No action was required for this item as the carnival was no longer interested.
- F. Discussion, consideration, and possible action regarding 60 day notice of cancellation and requested amendment to 2007 Ordinance 1011 establishing Interlocal Cooperation Agreement for the provisions of emergency medical services between City of Brady and the “Heart of Texas Memorial Hospital District”, assigned July 6, 2009 to “Service Organization of Concho Valley” and assigned August 2, 2013 to “Service Organization of the Big Country”, and amendment request to providing a 30 day cancellation notice.  
Postponed until the next council meeting due to miswording in the agenda item.
- G. Discussion, consideration, and possible action regarding first reading of Ordinance No. 1155 of the City of Brady, Texas adding Emergency Medical Services and Ambulance Regulations for City of Brady/McCulloch County 911 Service, dba Brady Fire/EMS. Postponed until the next council meeting to allow the Hospital District to review and comment the proposed ordinance.

## **7. CITY MANAGER / STAFF REPORTS**

- A. Introduce Director of Community Services, Peter Lamont: City Manager Kim Lenoir introduced Peter Lamont and he was welcomed.
- B. Special Events – June 6 Bark of the Town Doggie Parade Dog ; June 7 Salute Run Walk 5K; June 21 Smoke on the Hill at Richards Park and Juneteenth Celebration at Willie Washington Park free hotdogs Friday and basketball tournament sat
- C. Budget Work Sessions – every Tuesday in July: Council agreed to start the workshops at 5pm.

## **8. EXECUTIVE SESSION**

Council adjourned out of regular session 6:47pm for executive session which convened at 6:57pm.

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 about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.086 (Deliberations, vote or final action about competitive matters of the public power utility), and 551.087 (Economic Development).

- A. 551.074 (Personnel Matters) performance reviews of City Secretary, Municipal Judge, City Attorney
- B. 551.072 (Deliberations about Real Property)

No action was taken after or during executive session regarding any item. Executive session was adjourned at 7:53pm.

Announcements: the Miss Heart of Texas Pageant was to be held on June 21, 2014.

**9. ADJOURNMENT**

Regular session reconvened at 7:53 and there being no further business, the meeting was adjourned at 7:53pm.


\_\_\_\_\_  
Mayor Anthony Groves

Attest: \_\_\_\_\_  
Christy Badilla, City Secretary

# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	06/17/14	<b>AGENDA ITEM</b>	7A
<b>AGENDA SUBJECT:</b>	Discussion, consideration and possible action regarding Resolution 2014-012 for professional services contract with Enprotec/Hibbs & Todd for the Preliminary Engineering Report (PER) for the \$612,000 TWDB Drinking Water Radium Reduction Project and authorizing the City Manager to sign the agreement		
<b>PREPARED BY:</b>	K Lenoir / S Miller	<b>Date Submitted:</b>	06/09/14
<b>EXHIBITS:</b>	City Agreement for Consulting Services and Memorandum		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	\$612,000.00	
	<b>Amount Budgeted:</b>	\$646,000.00	
	<b>Appropriation Required:</b>	\$00.00	
<b>CITY MANAGER APPROVAL:</b>			

<b>SUMMARY:</b>	<p>City staff is pleased to present to the City Council the recommendation for authorizing the City Manager to enter into an Agreement for Consulting Services from <b>Enprotec-Hibbs/Todd</b> of Abilene Texas for developing the <i>Preliminary Engineering Report – Radium Reduction</i> as part of the loan requirements from the Texas Water Development Board.</p> <p>This engineering company, <b>Enprotec – Hibbs / Todd</b>, has experience with water treatment projects for the Hickory aquifer and Radium reduction. This engineering company has partner with <b>HDR</b>, which is a globally recognized firm specializing in water treatment design, processes and construction management. This engineering team has produced a comprehensive and complete engineering work plan.</p> <p>City staff respectfully requests the City Council's authorization for the City Manager to enter into an Agreement with <b>Enprotec – Hibbs / Todd &amp; HDR</b>.</p>
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<b>RECOMMENDED ACTION:</b>	Move to approve resolution No. 2014-012.
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**RESOLUTION NO. 2014-012**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH ENPROTEC/HIBBS & TODD FOR THE PRELIMINARY ENGINEERING REPORT FOR THE \$612,000 DRINKING WATER RADIUM REDUCTION PROJECT**

**WHEREAS**, the City Council of the City of Brady has recognized the need for reduction of radium in the City's drinking water supply; and

**WHEREAS**, a required part of the process of the radium reduction project is to obtain a preliminary engineering report which would be acceptable to the Texas Water Development Board; and

**WHEREAS**, the City Council of the City of Brady wishes to acknowledge that funds in the form of a loan are available to the City of Brady through the Texas Water Development Board; and

**WHEREAS**, the City Council of the City of Brady wishes to comply with all requirements of the Texas Water Development Board; and

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

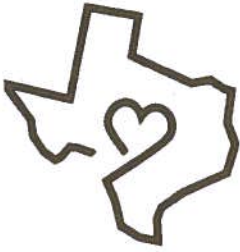
That the City Council of the City of Brady authorizes City Manager to execute a professional services contract with Enprotec/Hibbs&Todd for the preliminary engineering report for the \$612,000 drinking water radium reduction project benefitting the citizens of the City of Brady.

**PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF BRADY**

\_\_\_\_\_  
Anthony Groves, Mayor

Attest: \_\_\_\_\_  
Christy Badilla, City Secretary



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

201 East Main • P.O. Box 351 • Brady, Texas 76825

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

June 9, 2014

**MEMORANDUM**

To: Kim Lenoir, CPM  
City Manager

From: Steven Miller, P.E.  
Project Manager 

Subj: Agreement for Preliminary Engineering Report - Radium Reduction Project  
Enprotec/Hibbs & Todd

The purpose of this memorandum is to recommend to the City Council the proposed fee schedule and Agreement with **Enprotec/Hibbs & Todd (eHT)** for engineering services to produce a Preliminary Engineering Report (P.E.R.) that will delineate the capital improvements needed to properly reduce Radium in the city's groundwater supply. This proposed work effort is an outcome of the City's status as a loan recipient with the Texas Water Development Board (TWDB) under the Drinking Water State Revolving Fund.

The proposed engineering fee is \$612,000.00 which is 5.2% under budget of \$646,000.00. The fee structure is outlined below and is also shown in the attached Agreement.

Work Order No. 1, Modeling of Water System	\$130,000.00
Work Order No. 2, Pilot – Radium Reduction Implementation Plan	\$160,000.00
Work Order No. 3, Develop the Preliminary Engineering Report	\$170,000.00
Work Order No. 4, Environmental Compliance	\$ 44,000.00
Work Order No. 5, Permitting and Agency Coordination	\$ 18,000.00
Work Order No. 6, Financial Application – EDAP	<u>\$ 12,000.00</u>
Subtotal Basic Services	<b>\$534,000.00</b>
Work Order No. 7, Surveying Services	\$ 15,000.00
Work Order No. 8, Pilot - Field Equipment and Sampling	<u>\$ 63,000.00</u>
Subtotal Special Services	<b>\$ 78,000.00</b>
<b>TOTAL FEE BASIS</b>	<b>\$612,000.00</b>

City staff was authorized by the City Council on May 6, 2014 to negotiate the fee and services with **eHT**. An outcome of this work effort is a comprehensive and complete work scope that addresses the evaluation of the city's water production & distribution system. **eHT** has assembled a sequence of engineering work order activities that will produce a rationale and viable Preliminary Engineering Report as required by the TWDB. The preferred Radium reduction treatment process is Ion-Exchange. This is the Radium treatment process currently being put into place for communities in West and Central Texas including San Angelo and Eden.

The P.E.R. will become the document in which important decisions will be documented, capital improvements described and associated probable costs delineated in advance of the production of final engineering plans and specifications.

It is recommended the City Council authorize the City Manager to enter into an Agreement with **Enprotec/Hibbs & Todd** for \$612,000.00 to produce a Preliminary Engineering Report for Radium reduction in Brady's groundwater supply.

cc: **Lisa Remini, Fin. Dir.**  
**Keith Kindle, P.E. eHT**  
**David Yager, P.E. TWDB**  
**Project Files -**

C:\Documents and Settings\steve miller\My Documents\0 30 30 Proj Mgr [CW\_DWSRF]\DWSRF\20140609 draft memo eHT\_HDR Brady Agreement City Council.doc

## AGREEMENT FOR CONSULTING SERVICES

STATE OF TEXAS §

COUNTY OF McCULLOCH §

CITY OF BRADY, TX §

This is an **Agreement** by and between the City of Brady, Texas, (CITY), a home rule municipal corporation located at 201 E. Main Street, Brady, Texas 76825, and, Enprotec / Hibbs & & Todd, Inc., 402 Cedar, Abilene, Texas 79601, (325) 698-5560.

WHEREAS, CITY desires to obtain certain engineering professional services; and

WHEREAS, Enprotec / Hibbs & & Todd, Inc. is in the business of providing such services,

NOW, THEREFORE, the CITY and Enprotec / Hibbs & & Todd, Inc. mutually agrees as follows:

### I. SCOPE OF SERVICES & OBLIGATIONS

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

ENGINEER agrees to provide professional services to the CITY as described in a work order (s) of which is attached to and made a part of this **Agreement** and as more fully delineated or described in **Attachment A**. Release of Work Orders shall be coordinated with an Authorization to Proceed of which an example form is included and labeled as EXHIBIT A.

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

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

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

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

## II. COMPENSATION

CITY shall compensate ENGINEER for its services in the amount and manner as described by the individual work orders. A fee summary follows:

Work Order No. 1, Modeling of Water System	\$130,000.00
Work Order No. 2, Pilot – Radium Reduction Implementation Plan	\$160,000.00
Work Order No. 3, Develop the Preliminary Engineering Report	\$170,000.00
Work Order No. 4, Environmental Compliance	\$ 44,000.00
Work Order No. 5, Permitting and Agency Coordination	\$ 18,000.00
Work Order No. 6, Financial Application – EDAP	<u>\$ 12,000.00</u>
Subtotal Basic Services	<b>\$534,000.00</b>
Work Order No. 7, Surveying Services	\$ 15,000.00
Work Order No. 8, Pilot - Field Equipment and Sampling	<u>\$ 63,000.00</u>
Subtotal Special Services	<b>\$ 78,000.00</b>
TOTAL FEE BASIS	<b>\$612,000.00</b>

Unless otherwise stated or agreed to in writing by both parties, ENGINEER shall invoice CITY at the end of each month for the services performed under the scope of services in each work order during that month.

Additional services shall be billed at an hourly rate based on **Attachment B** as attached to this **Agreement**. ENGINEER reserves the right to update the charges annually.

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

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

### III. SPECIAL CONDITIONS

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

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

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

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

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

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

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

### IV. TERM

ENGINEER shall complete all Work Orders and Special Services on or before May 1, 2015.

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

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

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

CITY OF BRADY, TEXAS

\_\_\_\_\_  
Kim Lenoir, City Manager

ATTEST:

\_\_\_\_\_  
Christy Badilla, City Secretary

ENPROTEC / HIBBS & TODD, INC.

\_\_\_\_\_  
Keith P. Kindle, Chief Operating Officer

\_\_\_\_\_  
Date

EXHIBIT A

\_\_\_\_\_, 2014

AUTHORIZATION TO PROCEED

Enprotec / Hibbs & Todd, Inc.  
402 Cedar  
Abilene, Texas 79601  
Attn: Keith P. Kindle, P.E.

**Re: Work Order No. X under Consulting Services Agreement**

Dear Mr/Mrs.:

The City of Brady is requesting Enprotec / Hibbs & Todd, Inc. & HDR (eHT) to provide the following *geotechnical, environmental, survey and engineering services* for the *Project Name*. The services to be performed include *preliminary design and Preliminary Engineering Report and pilot field phase services* as detailed in the scope of services shown in Attachment A attached. The work is authorized under the terms and conditions of the Consulting Services Agreement dated \_\_\_\_\_, 2014 between the City of Brady and eHT.

The compensation for services shall be in on a *lump sum basis* in the amount of \$xxx,xxx.xx. The duration of the assignment is X calendar days. Upon execution, this Work Order authorizes eHT to proceed with the above-referenced services.

Please sign this Work Order, keep a copy for your files, and return a copy to me.

**City of Brady**

**Enprotec / Hibbs & Todd, Inc.**

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

Attch: Work Order No. xx



EXHIBIT A

\_\_\_\_\_, 2014

AUTHORIZATION TO PROCEED

Enprotec/Hibbs & Todd, Inc.  
402 Cedar  
Abilene, Texas 79601  
Attn: Keith P. Kindle, P.E.

**Re: Work Order No. 1 under Consulting Services Agreement  
Water Distribution System Model Development**

Dear Ms. Lenoir:

The City of Brady is requesting Enprotec / Hibbs & Todd, Inc. (eHT) to provide the following *services* for the *City of Brady Radium Reduction Project*. The services to be performed include *water distribution system modeling services* as detailed in the scope of services shown in Attachment A attached. The work is authorized under the terms and conditions of the Consulting Services Agreement dated\_\_\_\_\_, 2014 between the City of Brady and eHT.

The compensation for services shall be in on a *lump sum basis* in the amount of \$130,000.00. The duration of the assignment is 60 calendar days. Upon execution, this Work Order authorizes eHT to proceed with the above-referenced services.

Please sign this Work Order, keep a copy for your files, and return a copy to me.

**City of Brady**

**Enprotec/Hibbs & Todd, Inc.**

\_\_\_\_\_  
Kim Lenoir  
City Manager

\_\_\_\_\_  
Keith P. Kindle, P.E.  
Chief Operating Officer

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

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

Attach: Work Order No. 1

## **Attachment A**

### **Work Order No. 1**

#### **Scope of Services**

Attached to and Incorporated into by Reference the Work Order No. 1

*Dated:* \_\_\_\_\_

#### **1. Model the CITY Water Distribution/Production System:**

A. Data Collection - Engineer will compile available existing data on the distribution system. CITY will provide all available information, Data to be supplied by the CITY shall include the following:

a. Water demand data (monthly meter volume with addresses in Excel or database file format).

System operational information, including:

- a.i. Pipe data (diameter, material type, age);
- a.ii. Elevated storage tank height, diameter, and level settings;
- a.iii. Ground storage tank height, diameter, and level settings;
- a.iv. Pump data including pump curves, manufacturer, and name plate data for each well pump and service pump in the system;
- a.v. SCADA set points and operational design and controls;
- a.vi. SCADA system data for average day and peak day conditions including flow data, tank level charts, pressure readings, pump run times, etc.)
- a.vii. Pressure data for model calibration (hydrant flow tests with residual pressure readings)

B. Water System Model Development - The system map and data (supplied under subWork Order A) will be used as the basis for developing a hydraulic model CITY water distribution system. Pipes 4-inches in diameter and larger will be included in the model. Discrepancies in the system map will be reconciled based on operator knowledge of the system to accurately represent piping connections in the system. The pressure loss coefficients for the pipelines in the hydraulic model will be initially established based on recommended literature guidelines for pipes of similar material and age.

C. Water System Model Calibration - Calibrate system loss coefficients for pipelines in the system to correlate to existing/observed operating pressures, pump operation, and tank levels for average day and peak day flow conditions provided by the CITY.

D. Average Day Water System Model Simulation - Prepare and execute an average day water system operation simulation for a representative 24 hour and 48 hour period. Prepare and execute an extended period simulation to match actual water production on a specific day to compare against historical records. Pump operation, tank levels, and water system pressures at key locations shall be summarized.

E. Peak Day Water System Model Simulation - Prepare and execute a peak day water system operation simulation for a representative 24 hour and 48 hour period. Prepare and execute an extended period simulation to match actual water production on a specific day to compare against historical records. Pump operation, tank levels, and water system pressures at key locations shall be summarized. System deficiencies including low pressures zones, inadequate tank levels or supply capacity shall be identified.

F. Water Distribution System Improvements - Evaluate identified system deficiencies (if any) and develop alternatives and recommendations to improve the system operation. The recommended improvements may include supply capacity, storage, transmission, or distribution system piping modifications.

G. Report and Presentation - A summary draft Technical Memorandum (TM No. 1) will be prepared and submitted to the City to present the results of each of the Work Order tasks described above. A meeting will be held with the City to discuss the results and receive any comments. A final TM No. 1 shall be prepared and submitted to the City upon resolution of the City's comments. A project deliverable of a fully functional hydraulic model formatted in EPANET (latest version) for Work Order Task D & E.

EXHIBIT A

\_\_\_\_\_, 2014

AUTHORIZATION TO PROCEED

Enprotec / Hibbs & Todd, Inc.  
402 Cedar  
Abilene, Texas 79601  
Attn: Keith P. Kindle, P.E.

**Re: Work Order No. 2 under Consulting Services Agreement  
Pilot – Radium Reduction Implementation Plan**

Dear Ms. Lenoir:

The City of Brady is requesting Enprotec / Hibbs & Todd, Inc. (eHT) to provide the following *services* for the *City of Brady Radium Reduction Project*. The services to be performed include *pilot – Radium Reduction Implementation Plan* as detailed in the scope of services shown in Attachment A, attached. The work is authorized under the terms and conditions of the Consulting Services Agreement dated\_\_\_\_\_, 2014 between the City of Brady and eHT.

The compensation for services shall be in on a *lump sum basis* in the amount of \$160,000.00. The duration of the assignment is 180 calendar days. Upon execution, this Work Order authorizes eHT to proceed with the above-referenced services.

Please sign this Work Order, keep a copy for your files, and return a copy to me.

**City of Brady**

**Enprotec / Hibbs & Todd, Inc.**

\_\_\_\_\_  
Kim Lenoir  
City Manager

\_\_\_\_\_  
Keith P. Kindle, P.E.  
Chief Operating Officer

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

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

Attach: Work Order No. 2

## **Attachment A**

### **Work Order No. 2**

#### **Scope of Services**

Attached to and Incorporated into by Reference the Work Order No. 2

*Dated:* \_\_\_\_\_

#### **1. Pilot – Radium Reduction Implementation Plan Radium:**

Since the proposed Radium reduction system improvements project is considered to be an innovative technology by the Texas Commission on Environmental Quality (TCEQ), pilot testing compliance is required. In addition to meeting regulatory requirements, piloting will be used to establish operating parameters of the proposed full-scale treatment system(s). This approach allows for design of equipment at optimized operating conditions developed during piloting and enables competitive bidding by vendors. Piloting consists of mobilization and start-up, testing, and documentation. Equipment vendors will be responsible for delivering and starting up equipment, training operational staff, and ongoing support and direction during operation.

- A. Collect and compile available water production data for each existing groundwater well, in addition to historical water quality data for each well and historical raw and finished surface water quality from the CITY surface water treatment plant (SWTP).
- B. Identify equipment to be piloted and contact vendors for equipment lease proposals. Conduct up to three (3) site visits if necessary to examine operating plants using the proposed treatment process alternatives. Travel expenses for CITY personnel are not included in this scope of services. Engineer will coordinate with vendors, but will not lease equipment. Lease contracts with vendors will be between CITY and vendors selected.
- C. Develop a procurement package for selection of Radium reduction vendors for pilot testing that meets Texas Water Development Board (TWDB) procurement requirements. Ancillary equipment used during piloting (such as equipment, shelters and laboratory testing) intended for reimbursement must follow similar procurement procedures as those discussed for the Radium reduction vendors.
- D. Review the draft procurement package with the CITY and incorporate review comments. Review of procurement package will focus on evaluation criteria recommended by the CITY and Engineer.
- E. Incorporate CITY review comments into a revised procurement package. Submit the revised procurement package to TWDB for review and approval.
- F. Assist the CITY with obtaining and reviewing proposals from prospective Radium reduction vendors. Assist the CITY with developing a recommendation of award for Radium reduction vendors to pilot test.

- G. Develop a written Piloting Protocol Memorandum (based on the selected approach in Work Order 2-C and 2-D to identify systems to be evaluated, range of operating conditions, testing schedule, and data to be collected. Develop detailed test schedule for analytical monitoring during duration of test.
- H. Review the memorandum at a Piloting Protocol Development Meeting with CITY.
- I. Incorporate CITY review comments into a revised pilot testing protocol memorandum. Submit final protocol memorandum to TCEQ for approval.
- J. Design layout for piloting equipment and improvements needed for ancillary equipment to support selected vendor equipment. Equipment will generally include pilot feed water pumping, pipeline connections, power supply, treated water disposal, analytical equipment, , etc. Engineer will assist CITY in securing bids for construction of needed improvements and administer construction.
- K. Provide on-site engineering assistance during the piloting program as required. During the testing period of proposed 30-day Confirmation Pilot Study, support the CITY by monitoring and troubleshooting of pilot equipment, operations and maintenance, coordination with vendors, completion of onsite sampling and analytical testing, and onsite and remote collection of pilot data. Provide engineering support as needed to review and summarize data collected and develop recommendations or pilot course corrections during the testing period.
- L. At the conclusion of the testing period, conduct a Piloting Results Meeting with CITY. Prepare a Pilot Study Report for submission to TCEQ to supplement the original Piloting Protocol Memorandum. Meet with TCEQ to discuss piloting results and facilitate acceptance.
- M. Conduct a minimum of two (2) roundtable discussions with CITY on piloting and procurement as necessary to maintain a path forward through the multiple basis of design decisions required throughout the project.

EXHIBIT A

\_\_\_\_\_, 2014

AUTHORIZATION TO PROCEED

Enprotec / Hibbs & Todd, Inc.  
402 Cedar  
Abilene, Texas 79601  
Attn: Keith P. Kindle, P.E.

**Re: Work Order No. 3 under Consulting Services Agreement  
Planning and Preliminary Engineering Report Development**

Dear Ms. Lenoir:

The City of Brady is requesting Enprotec / Hibbs & Todd, Inc. (eHT) to provide the following *services* for the *City of Brady Radium Reduction Project*. The services to be performed include *planning, opinion of preliminary probable cost (OPPC), and Preliminary Engineering Report (PER) development services* as detailed in the scope of services shown in Attachment A attached. The work is authorized under the terms and conditions of the Consulting Services Agreement dated \_\_\_\_\_, 2014 between the City of Brady and eHT.

The compensation for services shall be in on a *lump sum basis* in the amount of \$170,000.00. The duration of the assignment is 240 calendar days. Upon execution, this Work Order authorizes eHT to proceed with the above-referenced services.

Please sign this Work Order, keep a copy for your files, and return a copy to me.

**City of Brady**

**Enprotec / Hibbs & Todd, Inc.**

\_\_\_\_\_  
Kim Lenoir  
City Manager

\_\_\_\_\_  
Keith P. Kindle, P.E.  
Chief Operating Officer

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

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

Attach: Work Order No. 3

## **Attachment A**

### **Work Order No. 3**

#### **Scope of Services**

Attached to and Incorporated into by Reference the Work Order No. 3

*Dated:* \_\_\_\_\_

#### **1. Develop the Preliminary Engineering Report (PER):**

- A. Conduct a Project Kickoff Meeting. Meeting shall include key members of the Engineer's Project Team and CITY. The meeting shall focus on the scope of work, schedule, deliverables, and protocols for communication throughout the project, and coordination on initial data collection activities.
- B. Conduct Individual Work Order Kickoff Meetings. Meetings shall include key members of the Engineer's Project Team for the specific project Work Order and the CITY. Each meeting shall focus on the scope of work, updated schedule and deliverables for that specific project Work Order.
- C. Compile data from Work Orders 1 and 2 for TM and PER development. Provide background documentation on the conceptual treatment processes proposed including installation lists, references, operational requirements, and published capital, operations, and maintenance costs. Provide background documentation on potential support services options for the proposed Radium reduction system, including installation lists, references, operational requirements, licensing requirements with the Texas Department of State Health Services (TDSHS), TCEQ and the Environmental Protection Agency (EPA) and published costs.
- D. Based on results from pilot testing, Engineer will coordinate with Radium reduction system vendors to obtain budgetary cost data for centralized and decentralized treatment alternatives, as well as turnkey and Work Order-specific cost options for support services. This subWork Order will form the basis for developing procurement documents for the proposed full-scale Radium reduction system. Develop up to three (3) centralized treatment plant process alternatives. Develop process flow schematics and conceptual site layouts for each centralized process alternative. Develop up to three (3) decentralized treatment plant process alternatives. Develop process flow schematics and conceptual site layouts for each decentralized process alternative.
- E. Develop a concept level OPPC for the capital cost of each of the centralized and decentralized treatment alternatives.
- F. Develop a concept level OPPC for the capital cost of for a turnkey Radium reduction system as well as a stand-alone treatment system (with support services provided separately).



- G. Develop a concept level project annual operation and maintenance (O&M) cost for each of the potential support services alternatives.
- H. Develop 20-yr and 30-yr life cycle costs, based on each of the conceptual OPPCs developed in the abovementioned subWork Orders.
- I. Develop draft TM No. 2 on centralized vs. decentralized treatment alternatives. The goal of this TM is to identify the most feasible treatment alternative for radionuclide compliance, by either treating groundwater at a single centralized location, or using a cost-based approach to decentralized treatment at multiple existing well sites.
- J. Review TM No. 2 at a Treatment Alternatives and Process Selection Meeting with CITY. Based on this meeting, develop specific criteria for plant operations, staffing, instrumentation, control systems and automation, support facilities, and other issues that might impact process design, facility layout and supporting infrastructure.
- K. Incorporate CITY review comments into a revised TM No. 2. Finalize TM No. 2 for ultimate incorporation into the Preliminary Engineering Report .
- L. Develop draft TM No. 3 on treatment system vendor and support service alternatives. The goal of this TM is to summarize and evaluate the advantages, disadvantages, cost benefits and risks associated with either turnkey treatment options or partitioned treatment options (with support services being provided separate from the treatment system itself). Determine what Radium reduction system support services can be partitioned out of a treatment system supply contract, and what services need to be maintaining for compliance documentation. This analysis will be critical in developing appropriately defined bidding documents for procurement of the ultimately selected Radium reduction system vendor.
- M. Review TM No. 3 at a Treatment System Vendor and Support Services Selection Meeting with CITY.
- N. Incorporate CITY review comments into a revised TM No. 3. Finalize TM No. 3 for ultimate incorporation into the PER.
- O. Develop necessary graphics to illustrate proposed alternatives for treatment. Graphics to include, but not necessarily be limited to, conceptual site plan layouts to compare centralized versus decentralized treatment alternatives, conceptual process flow diagrams, conceptual treatment system and building layouts for each treatment alternative and conceptual process and instrumentation diagrams for each treatment alternative. Conceptual site layouts will be used for the basis of developing conceptual opinions of preliminary probable costs (OPPC) for each treatment alternative.
- P. Prepare the draft PER incorporating data from the previously completed Work Orders. The PER will conform to requirements set forth in the TWDB's guidance document for developing Engineering Feasibility Reports for Drinking Water State Revolving Fund (DWSRF) projects, TWDB-0555. Note that this Work Order incorporates efforts for development of preliminary engineering report to meet TWDB's requirements for DWSRF projects, but it does not include services for developing a Facility Engineering Plan (FEP), which is typically required for Economically Distresses Areas Program (EDAP) funded projects.

- Q. Review the draft PER at a Preliminary Engineering Report Review Meeting with CITY.
- R. Incorporate CITY review comments into a revised PER.
- S. Submit the revised PER to TWDB for review and approval.
- T. Assist the CITY in responding to TWDB questions and/or comments on the draft PER during technical review of the PER.
- U. Incorporate TWDB review comments (if any) into a finalized PER. Submit a final copy of the PER to the CITY, TWDB, TCEQ and EPA for their records.
- V. Conduct a minimum of four (4) roundtable discussions with CITY on treatment alternatives, support services alternatives, project summary for design, and PER review as necessary to maintain a path forward through the multiple basis of design decisions required throughout the project.
- W. Prepare and Conduct Monthly Status Updates. A written status report will be prepared ahead of a given monthly council meeting in order to provide adequate time for the CITY to review and comment on the status report ahead of each council meeting. A minimum of one of the key members of the ENGINEER's Project Team will be in attendance at monthly council meetings to provide verbal project information in addition to the written status report, and to provide an opportunity for ongoing question and answer sessions with the council before, during and after the council meeting. This Work Order will also include monthly updates to TCEQ/EPA as necessary to allow for routine monitoring of progress throughout the project.
- X. Quality Control. This subWork Order is established for additional Quality Control / Quality Assurance efforts throughout the project, in conformance to the Engineer's QA/QC program.
- Y. Project Management. This subWork Order is established for additional project management services, such as additional coordination with TWDB, TCEQ and EPA as necessary throughout the project.

EXHIBIT A

\_\_\_\_\_, 2014

AUTHORIZATION TO PROCEED

Enprotec / Hibbs & Todd, Inc.  
402 Cedar  
Abilene, Texas 79601  
Attn: Keith P. Kindle, P.E.

**Re: Work Order No. 4 under Consulting Services Agreement  
Environmental Compliance**

Dear Ms. Lenoir:

The City of Brady is requesting Enprotec / Hibbs & Todd, Inc. (eHT) to provide the following *services* for the *City of Brady Radium Reduction Project*. The services to be performed include *Environmental Information Document (EID) development services* as detailed in the scope of services shown in Attachment A attached. The work is authorized under the terms and conditions of the Consulting Services Agreement dated \_\_\_\_\_, 2014 between the City of Brady and eHT.

The compensation for services shall be in on a *lump sum basis* in the amount of \$44,000.00. The duration of the assignment is 180 calendar days. Upon execution, this Work Order authorizes eHT to proceed with the above-referenced services.

Please sign this Work Order, keep a copy for your files, and return a copy to me.

**City of Brady**

**Enprotec/Hibbs & Todd, Inc.**

\_\_\_\_\_  
Kim Lenoir  
City Manager

\_\_\_\_\_  
Keith P. Kindle, P.E.  
Chief Operating Officer

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

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

Attach: Work Order No. 4

**Attachment A**  
**Work Order No. 4**  
**Scope of Services**

Attached to and Incorporated into by Reference the Work Order No. 4

*Dated:* \_\_\_\_\_

**1. Environmental Compliance:**

- A. Prepare proposed project descriptions and graphics necessary to obtain environmental approval of regulatory agencies. This is the first step in obtaining environmental compliance, which is required prior to obtaining design and construction funding for the proposed project improvements. This Work Order also includes coordination with local, state and federal agencies, as identified in the TWDB's guidance document for developing Environmental Information Documents (EID), DW-001.
- B. Develop a draft EID document, in conformance with TWDB's guidance document DW-001. This document will include a description of proposed improvements at each potentially disturbed site in the project, associated graphics of proposed improvements, discussion of compliance with the Endangered Species Act and the Historical Preservation Act, as well as a discussion of any anticipated geological, archaeological, biological and socio-economical impacts to the community from completing the proposed project.
- C. Review the draft EID at an Environmental Information Document Review Meeting with CITY.
- D. Incorporate CITY review comments into a revised EID. Submit the revised EID to TWDB for review and approval.
- E. Assist the CITY in responding to TWDB questions and/or comments on the draft EID during review of the EID by the TWDB.
- F. Assist the CITY in advertisement of the Public Hearing required to officially submit the EID for environmental clearance.
- G. Assist CITY in conducting the EID Public Hearing.
- H. Incorporate TWDB review comments (if any) and the transcript from the EID Public Hearing into the finalized EID. Submit a final copy of the EID to the CITY, TWDB, TCEQ and EPA for their records.

EXHIBIT A

\_\_\_\_\_, 2014

AUTHORIZATION TO PROCEED

Enprotec / Hibbs & Todd, Inc.  
402 Cedar  
Abilene, Texas 79601  
Attn: Keith P. Kindle, P.E.

**Re: Work Order No. 5 under Consulting Services Agreement  
Permitting and Agency Coordination**

Dear Ms. Lenoir:

The City of Brady is requesting Enprotec / Hibbs & Todd, Inc. (eHT) to provide the following *services* for the *City of Brady Radium Reduction Project*. The services to be performed include *permitting and agency coordination services* as detailed in the scope of services shown in Attachment A attached. The work is authorized under the terms and conditions of the Consulting Services Agreement dated \_\_\_\_\_, 2014 between the City of Brady and eHT.

The compensation for services shall be in on a *lump sum basis* in the amount of \$18,000.00. The duration of the assignment is 240 calendar days. Upon execution, this Work Order authorizes eHT to proceed with the above-referenced services.

Please sign this Work Order, keep a copy for your files, and return a copy to me.

**City of Brady**

**Enprotec / Hibbs & Todd, Inc.**

\_\_\_\_\_  
Kim Lenoir  
City Manager

\_\_\_\_\_  
Keith P. Kindle, P.E.  
Chief Operating Officer

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

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

Attach: Work Order No. 5

**Attachment A**

**Work Order No. 5**

**Scope of Services**

Attached to and Incorporated into by Reference the Work Order No. 5

*Dated:* \_\_\_\_\_

**1. Permitting and Agency Coordination:**

- A. Meet with TCEQ and EPA to describe the proposed project, define requirements for the proposed piloting program, and identify coordination/communication needs, key data or information needed for regulatory approval. Potential approaches to piloting will include the feasibility of completing a traditional pilot test (specifically with regard to the EPA's compliance schedule), the feasibility of utilizing existing offsite pilot data in lieu of pilot testing in Brady, as well as the feasibility of conducting a "confirmation pilot" to field verify operational data from an existing pilot testing report.
- B. Assist CITY with development of Texas Water Development Board (TWDB) outlay reports for funding reimbursement.
- C. Assist CITY in developing funding applications to the TWDB under its DWSRF funding program.
- D. Coordinate with the CITY, TWDB, TCEQ and EPA to document completion of the planning phase and progression into the design phase of the project.

EXHIBIT A

\_\_\_\_\_, 2014

AUTHORIZATION TO PROCEED

Enprotec / Hibbs & Todd, Inc.  
402 Cedar  
Abilene, Texas 79601  
Attn: Keith P. Kindle, P.E.

**Re: Work Order No. 6 under Consulting Services Agreement  
Financial Application for EDAP Funding Program**

Dear Ms. Lenoir:

The City of Brady is requesting Enprotec / Hibbs & Todd, Inc. (eHT) to provide the following *services* for the *City of Brady Radium Reduction Project*. The services to be performed include *financial application development for the Economically Distressed Areas Program (EDAP) services* as detailed in the scope of services shown in Attachment A attached. The work is authorized under the terms and conditions of the Consulting Services Agreement dated \_\_\_\_\_, 2014 between the City of Brady and eHT.

The compensation for services shall be in on a *lump sum basis* in the amount of \$12,000.00. The duration of the assignment is 60 calendar days. Upon execution, this Work Order authorizes eHT to proceed with the above-referenced services.

Please sign this Work Order, keep a copy for your files, and return a copy to me.

**City of Brady**

**Enprotec / Hibbs & Todd, Inc.**

\_\_\_\_\_  
Kim Lenoir  
City Manager

\_\_\_\_\_  
Keith P. Kindle, P.E.  
Chief Operating Officer

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

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

Attach: Work Order No. 6

**Attachment A**

**Work Order No. 6**

**Scope of Services**

Attached to and Incorporated into by Reference the Work Order No. 6

*Dated:* \_\_\_\_\_

**1. TWDB Coordination for EDAP Funding Development:**

- A. Meet with the TWDB to describe the proposed project, define procurement requirements for the proposed piloting program, and identify key data or information needed.
- B. Assist CITY in developing a parallel funding application to the TWDB under its EDAP funding program.
- C. Assist CITY with developing additional documentation as necessary for eligibility of EDAP funding, including the Preliminary Engineering Feasibility Report to accompany the full financial application.



EXHIBIT A

\_\_\_\_\_, 2014

AUTHORIZATION TO PROCEED

Enprotec / Hibbs & Todd, Inc.  
402 Cedar  
Abilene, Texas 79601  
Attn: Keith P. Kindle, P.E.

**Re: Work Order No. 7 under Consulting Services Agreement  
Surveying Services**

Dear Ms. Lenoir:

The City of Brady is requesting Enprotec / Hibbs & Todd, Inc. (eHT) to provide the following *services* for the *City of Brady Radium Reduction Project*. The services to be performed include *surveying services* as detailed in the scope of services shown in Attachment A attached. The work is authorized under the terms and conditions of the Consulting Services Agreement dated \_\_\_\_\_, 2014 between the City of Brady and eHT.

The compensation for services shall be in on a *time and materials not-to-exceed basis* up to an amount of \$15,000.00. The duration of the assignment is 60 calendar days. Upon execution, this Work Order authorizes eHT to proceed with the above-referenced services.

Please sign this Work Order, keep a copy for your files, and return a copy to me.

**City of Brady**

**Enprotec / Hibbs & Todd, Inc.**

\_\_\_\_\_  
Kim Lenoir  
City Manager

\_\_\_\_\_  
Keith P. Kindle, P.E.  
Chief Operating Officer

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

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

Attach: Work Order No. 7

**Attachment A**

**Work Order No. 7**

**Scope of Services**

Attached to and Incorporated into by Reference the Work Order No. 7

*Dated:* \_\_\_\_\_

**1. Surveying Services:**

- A. Complete surveying efforts as needed to verify legal documentation of the CITY infrastructure sites as required for completion of TWDB documentation.
- B. Complete additional surveying efforts as required to complete planning phase services.

EXHIBIT A

\_\_\_\_\_, 2014

AUTHORIZATION TO PROCEED

Enprotec / Hibbs & Todd, Inc.  
402 Cedar  
Abilene, Texas 79601  
Attn: Keith P. Kindle, P.E.

**Re: Work Order No. 8 under Consulting Services Agreement  
Piloting Equipment and Sampling**

Dear Ms Lenoir:

The City of Brady is requesting Enprotec / Hibbs & Todd, Inc. (eHT) to provide the following *services* for the *City of Brady Radium Reduction Project*. The services to be performed include *piloting equipment rental and sampling* as detailed in the scope of services shown in Attachment A attached. The work is authorized under the terms and conditions of the Consulting Services Agreement dated \_\_\_\_\_, 2014 between the City of Brady and eHT.

The compensation for services shall be in on a *time and materials not-to-exceed basis* up to an amount of \$63,000.00. The duration of the assignment is 180 calendar days. Upon execution, this Work Order authorizes eHT to proceed with the above-referenced services.

Please sign this Work Order, keep a copy for your files, and return a copy to me.

**City of Brady**

**Enprotec / Hibbs & Todd, Inc.**

\_\_\_\_\_  
Kim Lenoir  
City Manager

\_\_\_\_\_  
Keith P. Kindle, P.E.  
Chief Operating Officer

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

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

Attach: Work Order No. 8

**Attachment A**

**Work Order No. 8**

**Scope of Services**

Attached to and Incorporated into by Reference the Work Order No. 8

*Dated:* \_\_\_\_\_

**1. Piloting Equipment and Sampling Services:**

- A. Provide for the administration, management and payment of costs associated with a maximum of three (3) vendors for the equipment lease and associated appurtenances for the operation of pilot plant(s) as specified by the ENGINEER and CITY. Costs may include, but not limited to, mobilization and demobilization, equipment rental, piping, enclosures and others as deemed necessary by the ENGINEER and CITY.
- B. Provide for the administration, management and payment of costs associated with the required water sampling and testing during the pilot phase for a maximum of three (3) vendors. Sampling will include testing as required by the TCEQ, USEPA, CITY and ENGINEER. Costs may include, but not be limited to, preparation and collection of samples, shipping, analysis, certifications and others as deemed necessary by the CITY and ENGINEER.
- C. Provide engineering work task for water chemistry evaluation of selected Radium reduction process and CITY groundwater and surface water supplies for, in-general, pH, Iron, hardness, TTHM, chlorine, NTU, TOC, metals, etc... to determine suitability of Radium treatment processes.

## ATTACHMENT B

### SCHEDULE OF CHARGES Enprotec / Hibbs & Todd, Inc. & HDR CURRENT HOURLY CHARGES FOR PROFESSIONAL SERVICES

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

Principal.....	\$ 185.00 per hour
Senior Project Manager.....	160.00 per hour
Project Manager.....	140.00 per hour
Senior Engineer / Geologist.....	135.00 per hour
Project Engineer / Geologist.....	125.00 per hour
Senior Engineering Technician.....	120.00 per hour
Staff Engineer / Geologist.....	115.00 per hour
RPLS I.....	125.00 per hour
RPLS II.....	90.00 per hour
Operations Specialist / Regulatory Compliance Specialist.....	115.00 per hour
Engineering Technician I.....	100.00 per hour
Engineering Technician II.....	85.00 per hour
Engineering Technician III.....	70.00 per hour
CMT Tech I.....	50.00 per hour
CMT Tech II.....	45.00 per hour
Environmental Tech I.....	85.00 per hour
Environmental Tech II.....	70.00 per hour
Survey Tech I.....	65.00 per hour
Survey Tech II.....	50.00 per hour
CAD I.....	90.00 per hour
CAD II.....	80.00 per hour
Secretarial.....	50.00 per hour
Survey Party Conventional.....	155.00 per hour - 3 man
.....	140.00 per hour - 2 man
GPS Survey Party.....	160.00 per hour
Our survey parties come equipped with surveying equipment appropriate for the job before them. No separate charges are made for use of electronic distance measuring devices, theodolites, vehicles, radios, etc.	
Expense Items	
Consultants, Contractors & Supplies.....	Cost plus 10%
Blue Line Prints.....	2.50 per copy
Film Sepias.....	10.00 per copy
Travel (out of town only).....	Current IRS rate per mile
Lodging and meals (out of town trips).....	Actual cost

01/14

## ATTACHMENT C

### CERTIFICATE OF INSURANCE REQUIREMENTS CITY OF BRADY, TEXAS

Without limiting any of the other obligations or liabilities of the contractor, the ENGINEER shall provide MINIMUM insurance coverage as listed below, prior to the execution of the contract and maintain coverage, without interruption provided by an insurer of a Best Rating of B+ or better, until the work is completed and accepted by the CITY. A certification of insurance will be placed on file with the Purchasing Agent of the City of BRADY, prior to the execution of the **Agreement** or contract.

#### **TYPE OF COVERAGE MINIMUM LIMITS**

##### WORKER'S COMPENSATION - Coverage A Statutory

Worker's Compensation Insurance shall include a Waiver of Subrogation in favor of the City of BRADY

##### EMPLOYERS LIABILITY - Coverage B

Bodily Injury by Accident - each accident	\$ 100,000
Bodily Injury by Disease - policy limit	\$ 500,000
Bodily Injury by Disease - each employee	\$ 100,000

##### COMMERCIAL GENERAL LIABILITY:

Coverage A - Each Occurrence	\$ 500,000
Coverage B - Personal & Advertising Injury	\$ 500,000
General Aggregate Other Than Products/ Completed Operations	\$ 500,000
Products/Completed Operations Aggregate	\$ 500,000

##### PROFESSIONAL LIABILITY INSURANCE:

Each Occurrence	\$ 750,000
General Aggregate	\$1,000,000

##### AUTOMOBILE LIABILITY:

Bodily Injury Liability - Each Person	\$ 250,000
Bodily Injury Liability - Each Occurrence	\$ 500,000
Property Damage Liability - Each Occurrence	\$ 100,000

##### NOTES (as applicable):

- 1) Coverage must include all owned, hired, and non-owned vehicles.
- 2) Coverage must include the City of BRADY as an Additional Insured for all work performed for or on behalf of the City.
- 3) Contractual liability coverage cannot be excluded; and ENGINEER will assume all liability for independent subcontractors.
- 4) Coverage must include the City of BRADY as an Additional Insured for all work performed for or on behalf of the City.
- 5) Vendor may satisfy the minimum limits required by the Commercial General Liability or Business Automobile Liability insurance with an umbrella or excess liability policy.
- 6) Vendor's insurance shall be deemed primary with respect to any insurance or self-insurance program carried by the CITY.

In the event of any material change, non-renewal, or cancellation of any policy, ENGINEER's insurance company will give thirty (30) days actual prior written notice to the Contracting Department of the City of BRADY for such changes or cancellation.

## REIMBURSIBLE EXPENSES ADDENDUM TO AGREEMENT

### FOR ENGINEERING SERVICES -

The **Agreement** to which this Addendum is attached obligates the City of Brady ("CITY") to pay your expenses associated with delivery of services and work product.

This Addendum amends the **Agreement** to state the maximum amounts, which CITY will reimburse you for the types of expenses listed. CITY provides quality services on a frugal public budget and we expect the same good stewardship of public funds by ENGINEERS or professionals with whom CITY contracts.

These expense limitations also apply to subconsultants, subcontractors, experts and other third parties whom you may hire. You and others are free to incur any level of cost or luxury desired, but City's obligation to reimburse expenses is capped at the lesser of either actual cost or the maximums stated for each category below. Itemized receipts or accounting are a prerequisite to City's obligation to pay the expenses listed in this Addendum:

**Hotel.** \$100.00 per night inclusive of taxes. City will not pay for room service, Internet, movies, massages, valet parking, telephone calls (except to City personnel on job-related matters), or other hotel services. (In cities over 200,000 population, the rate = \$125.00/night).

**Airfare.** City pays only the lowest available fare for economy e-ticket as shown on the airline's website.

**Rental car.** City will pay the rental, taxes and self-serve fuel for a compact or mid-size car; no fuel charges, waivers, or insurance fees. A larger vehicle may be authorized for special needs or business necessity.

**Meals.** Actual costs, up to a maximum of \$38 per day per person; no alcohol. Receipts are required.

**Amenities.** You are solely responsible for the cost of snacks, drinks, alcohol, etc. that are not necessary for conducting City business.

**Business services.** When in Brady – you shall use photocopiers, printers, facsimiles, and similar services at City Hall. When in other locations – CITY will pay you the actual cost of such services as evidenced by your receipts.

**Surcharges and/or Overhead.** CITY does not pay any percentage defined as "administrative" cost or other expenses.

**Exceptions.** You may request an exception by CITY to any of the above limits due to special needs of the case or reasonable accommodation for a disability.

# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	06/17/2014	<b>AGENDA ITEM</b>	7B
<b>AGENDA SUBJECT:</b>	Discussion, consideration and possible action regarding Resolution 2014-013 for the fourth amendment to Franchise Agreement with Sharyland		
<b>PREPARED BY:</b>	Badilla	<b>Date Submitted:</b>	6/13/2014
<b>EXHIBITS:</b>	Proposed Forth Amendment to franchise agreement between City of Brady and Sharyland Utilities, L.P.		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>		\$00.00
	<b>Amount Budgeted:</b>		\$00.00
	<b>Appropriation Required:</b>		\$00.00
<b>CITY MANAGER APPROVAL:</b>			

#### SUMMARY:

The City of Brady entered into a franchise agreement with McCulloch Electrical, a division of Cap Rock Electric in November 2003 where the City consented to allow the transfer of the franchise agreement to Sharyland Utilities L.P. when Cap Rock was acquired by Sharyland. The 10 years expired in November of 2010 and the first amendment was entered into. The first amendment expired in January 2012. A second amendment was entered into which expired January 2014. A third amendment was entered into between The City of Brady and Sharyland which has the expiration on July 1, 2014. The City of Brady and Sharyland now desire to further amend the Franchise Agreement as part of Sharyland's transition of its customers to retail electric competition in accordance with Sections 33.008 and 39.402(b) of the Public Utility Regulatory Act and to extend the expiration of the franchise period in the Franchise Agreement to July 1, 2024.

#### RECOMMENDED ACTION:

It is recommended that City Council review the proposed fourth amendment to the franchise agreement and move to approve, if Council desires.



**RESOLUTION NO. 2014-013**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS AUTHORIZING  
THE MAYOR TO EXECUTE THE FOURTH AMENDMENT TO THE FRANCHISE  
AGREEMENT BETWEEN THE CITY OF BRADY AND SHARYLAND UTILITIES, L.P.**

**WHEREAS**, the City of Brady entered into a franchise agreement with McCulloch Electrical, a Division of Cap Rock Electric in November 2000 (the "Franchise Agreement") and the City of Brady consented to the transfer of the Franchise Agreement to Sharyland Utilities, LP ("Sharyland") when Cap Rock Energy Corporation ("Cap Rock") was acquired by Sharyland; and

**WHEREAS**, the Franchise Agreement had a term of ten years that expired in November 2010 and through an amendment to the Franchise Agreement (the "First Amendment to Franchise Agreement"), the City of Brady and Sharyland extended the expiration of the Franchise Agreement for a one year period to January 1, 2012; and

**WHEREAS**, through a second amendment to the Franchise Agreement (the "Second Amendment to Franchise Agreement"), the City of Brady and Sharyland extended the expiration of the Franchise Agreement again for a two year period to January 1, 2014; and

**WHEREAS**, through a third amendment to the Franchise Agreement (the "Third Amendment to Franchise Agreement"), the City of Brady and Sharyland extended the expiration of the Franchise Agreement again for a six month period to July 1, 2014; and

**WHEREAS**, the City of Brady and Sharyland now desire to further amend the Franchise Agreement as part of Sharyland's transition of its customers to retail electric competition in accordance with Sections 33.008 and 39.402(b) of the Public Utility Regulatory Act and to extend the expiration of the franchise period in the Franchise Agreement to July 1, 2024.

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

That the City Council of the City of Brady authorizes the Mayor to execute the fourth amendment to the franchise agreement between the City of Brady and Sharyland Utilities L.P.

**PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF BRADY**

\_\_\_\_\_  
Anthony Groves, Mayor

Attest: \_\_\_\_\_  
Christy Badilla, City Secretary

## **FOURTH AMENDMENT TO FRANCHISE AGREEMENT**

### **BETWEEN**

### **CITY OF BRADY AND SHARYLAND UTILITIES, L.P.**

**WHEREAS**, the City of Brady entered into a franchise agreement with McCulloch Electrical, a Division of Cap Rock Electric in November 2000 (the "Franchise Agreement") and the City of Brady consented to the transfer of the Franchise Agreement to Sharyland Utilities, LP ("Sharyland") when Cap Rock Energy Corporation ("Cap Rock") was acquired by Sharyland; and

**WHEREAS**, the Franchise Agreement had a term of ten years that expired in November 2010 and through an amendment to the Franchise Agreement (the "First Amendment to Franchise Agreement"), the City of Brady and Sharyland extended the expiration of the Franchise Agreement for a one year period to January 1, 2012; and

**WHEREAS**, through a second amendment to the Franchise Agreement (the "Second Amendment to Franchise Agreement"), the City of Brady and Sharyland extended the expiration of the Franchise Agreement again for a two year period to January 1, 2014; and

**WHEREAS**, through a third amendment to the Franchise Agreement (the "Third Amendment to Franchise Agreement"), the City of Brady and Sharyland extended the expiration of the Franchise Agreement again for a six month period to July 1, 2014; and

**WHEREAS**, the City of Brady and Sharyland now desire to further amend the Franchise Agreement as part of Sharyland's transition of its customers to retail electric competition in accordance with Sections 33.008 and 39.402(b) of the Public Utility Regulatory Act and to extend the expiration of the franchise period in the Franchise Agreement to July 1, 2024.

**NOW THEREFORE**, for and in consideration of the mutual promises made herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree to amend the Franchise Agreement as follows:

For calendar year 2014, the franchise fees for electricity delivered between January 1, 2014, and May 31, 2014, will be calculated using the existing Franchise Agreement that was in force prior to this Fourth Amendment, and franchise fees for electricity delivered between June 1, 2014, and December 1, 2014, will be calculated using the amended Franchise Agreement as described below. For calendar year 2015 and beyond, franchise fees will be calculated using the amended Franchise Agreement as described below.

The language of the second sentence within Section 9.1 of the current Franchise Agreement shall be amended to read: "In recognition of the forgoing, and in

consideration for the right to use City property and facilities as set forth herein, the Company agrees to pay the City throughout the term of this franchise a fee equal to \$.004565 multiplied by the number of kilowatt hours of retail energy delivered by the Company within and for use within the corporate limits of the City."

The entire language of Section 9.2 shall be amended to read: "The franchise fee shall be payable annually to the City and delivered to the City's Director of Finance, or successor in function, together with a statement indicating the derivation and calculation of such payment. Each such annual payment shall be due by January 31 of each year and shall be based upon the volume of electricity, measured in kilowatt hours, that the Company transfers through City transmission, distribution or other lines during the previous calendar year or delivers to customers within the city limits of the City."

The Franchise Agreement is further amended to extend the Franchise Agreement to July 1, 2024. All other obligations and responsibilities of the parties under the Franchise Agreement and subsequent amendments shall remain in full force and effect.

SIGNED this \_\_\_\_\_ day of June 2014.

CITY OF BRADY:

\_\_\_\_\_

Anthony Groves, Mayor, City of Brady

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

Christy Badilla, City Secretary

SHARYLAND UTILITIES, L.P.:

\_\_\_\_\_


Mark E. Caskey, PE

President

# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	6-17-2014	<b>AGENDA ITEM</b>	7C
<b>AGENDA SUBJECT:</b>	Discussion, consideration, and possible action regarding resolution 2014-014 of the City of Brady, Texas authorizing the City Manager to enter into an funding agreement with Texas Department of Transportation for the construction of an aircraft hangar at Curtis Field Airport		
<b>PREPARED BY:</b>	Kim Lenoir & Peter Lamont	<b>Date Submitted:</b>	6-13-2014
<b>EXHIBITS:</b>	Resolution 2014-014		
<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>	<p>This resolution will allow the City to construct a 144 foot by 100 foot hangar at Curtis Field Airport to house additional aircraft. This is part of the agreement to bring The Spirit of Hondo C-47 aircraft to Curtis Field.</p> <p>This project is being funded by a grant from the Texas Department of Transportation and requires a 10 percent local contribution. As part of the relocation agreement Mr. Karl Ritter, owner of the C-47, has agreed to pay the City's required 10 percent contribution for the grant.</p> <p>Funds for this project are proposed in the FY15 Grants Projects budget.</p>
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<b>RECOMMENDED ACTION:</b>	<p>Move to approve the resolution 2014-014 authorizing the City Manager to enter into an funding agreement with Texas Department of Transportation for the construction of an aircraft hangar at Curtis Field Airport</p>
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**RESOLUTION NO. 2014-014**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS AUTHORIZING  
THE CITY MANAGER TO EXECUTE THE CONTRACTS AND AGREEMENTS WITH THE  
STATE OF TEXAS, REPRESENTED BY TXDOT AND SUCH OTHER PARTIES AS SHALL  
BE NECESSARY FOR THE IMPLEMENTATION OF THE IMPROVEMENTS TO THE CURTIS  
FIELD AIRPORT**

**WHEREAS**, the City of Brady intends to make certain improvements to the Curtis Field Airport;  
and

**WHEREAS**, the general description of the project is described as; construction of an aircraft  
hangar 144 feet by 100 feet with 20foot clearance; and

**WHEREAS**, the City of Brady will be responsible for 10% of the total project costs currently  
estimated to be \$600,000.00; and

**WHEREAS**, the City of Brady names the Texas Department of Transportation as it's agent for  
the purposes of applying for, receiving and disbursing all funds for these improvements and for  
the administration of contracts necessary for the implementation of these improvements;

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

That the City Council of the City of Brady hereby directs and authorizes the City Manager to  
execute on behalf of the City of Brady, at the appropriate time, and with the appropriate  
authorizations of this governing body, all contracts and agreements with the State of Texas,  
represented by the Texas Department of Transportation, and such other parties as shall be  
necessary and appropriate for the implementation of the improvements to the Curtis Field  
Airport.

**PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF BRADY**


\_\_\_\_\_  
Anthony Groves, Mayor

Attest: \_\_\_\_\_  
Christy Badilla, City Secretary

# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	06/17/14	<b>AGENDA ITEM</b>	7D
<b>AGENDA SUBJECT:</b>	Discussion, consideration and possible action regarding Resolution 2014-015 authorizing the Mayor to sign an engineering service Agreement for 2014 asphalt street Seal Coat Project with Jacob & Martin of Abilene Texas in the amount of \$3,259.00.		
<b>PREPARED BY:</b>	K Lenoir / S Miller	<b>Date Submitted:</b>	06/12/14
<b>EXHIBITS:</b>	None		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	\$3,259.00	
	<b>Amount Budgeted:</b>	\$92,876.00	
	<b>Appropriation Required:</b>	\$0.00	
<b>CITY MANAGER APPROVAL:</b>			

<b>SUMMARY:</b>
As it relates to the construction management and field inspection services related to the 2014 Seal Coat Project. City Staff recommends the award to Jacob & Martin of Abilene, Texas in the amount of \$3,259.00.

<b>RECOMMENDED ACTION:</b>
Move to approve resolution 2014-015

**RESOLUTION NO. 2014-015**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS AUTHORIZING  
THE MAYOR TO EXECUTE AN ENGINEERING SERVICES AGREEMENT FOR THE 2014  
ASPHALT STREET SEAL COAT PROJECT WITH JACOB & MARTIN OF ABILENE, TEXAS  
IN THE AMOUNT OF \$3259.00**

**WHEREAS**, the City Council of the City of Brady recognizes the need to protect and maintain the streets within the city limits; and

**WHEREAS**, certain streets have been identified for a needed asphalt seal coat; and

**WHEREAS**, the scope and implementation of this project requires the City of Brady to engage an engineering firm for management and inspection; and

**WHEREAS**, it has been recommended that the City Council of the City of Brady award Jacob & Martin of Abilene the engineering service agreement for this \$3259.00 asphalt street seal coat project.

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

That the City Council of the City of Brady hereby authorizes the Mayor to execute on behalf of the City of Brady, an engineering services agreement for the 2014 asphalt street seal coat project with Jacob & Martin of Abilene, Texas in the amount of \$3259.00.

**PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF BRADY**

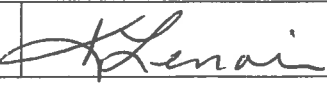
\_\_\_\_\_  
Anthony Groves, Mayor

Attest: \_\_\_\_\_  
Christy Badilla, City Secretary

# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	06/17/14	<b>AGENDA ITEM</b>	7E
<b>AGENDA SUBJECT:</b>	Discussion, consideration and possible action resolution 2014-016 authorizing the Mayor to sign a Contract Agreement for 2014 Seal Coat Project with Lipham Asphalt & Paving of Aspermont, Texas in the amount of \$81,470.00.		
<b>PREPARED BY:</b>	K Lenoir / S Miller	<b>Date Submitted:</b>	06/12/14
<b>EXHIBITS:</b>	Bid tabulation, map of proposed streets, and resolution number 2014-016.		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	\$81,470.00	
	<b>Amount Budgeted:</b>	\$92,876.00	
	<b>Appropriation Required:</b>	\$0.00	
<b>CITY MANAGER APPROVAL:</b>			

#### SUMMARY:

As it relates to the sweeping, hot asphalt oiling and uniform rock distribution otherwise known as Seal Coat for the Streets of Nine Road, White Street, 11<sup>th</sup> Street and Lynn Gavitt Road or approximately 26,711 sq. yds. of street surface. The city participated in a joint bidding of Seal Coat Work with the cities of Cross Plains, Munday and Thockmorton to take advantage of a larger quantity offering of work for contractors to bid. The engineer, Jacob & Martin of Abilene, recommends the award to Lipham Asphalt & Paving of Aspermont, Texas in the amount of \$81,470.00.

#### RECOMMENDED ACTION:

Move to approve Resolution 2014-016.



**RESOLUTION NO. 2014-016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS AUTHORIZING  
THE MAYOR TO EXECUTE A CONTRACT AGREEMENT FOR THE 2014 ASPHALT  
STREET SEAL COAT PROJECT WITH LIPHAM ASPHALT & PAVING OF ASPERMONT,  
TEXAS IN THE AMOUNT OF \$81,470.00**

**WHEREAS**, the City Council of the City of Brady recognizes the need to protect and maintain the streets within the city limits; and

**WHEREAS**, certain streets have been identified for a needed asphalt seal coat; and

**WHEREAS**, the scope and implementation of this project required the City of Brady to engage an engineering firm for management and inspection and awarded firm was Jacob & Martin of Abilene for the engineering service agreement for this \$3259.00 asphalt street seal coat project; and

**WHEREAS**, the sweeping, hot asphalt oiling, and uniform rock distribution otherwise known as seal coat for the city streets of Nine Road, White Street, 11<sup>th</sup> Street, and Lynn Gavitt Road or approximately 26,711 square feet portion must also be awarded; and

**WHEREAS**, the city participated in a joint bidding of Seal Coat work which resulted in a recommendation to enter into a contract agreement with Lipham Asphalt & Paving of Aspermont, Texas in the amount of \$81,470.00 for street protection and maintenance.

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

That the City Council of the City of Brady hereby authorizes the Mayor to execute on behalf of the City of Brady, a contract agreement with Lipham Asphalt & Paving of Aspermont, Texas in the amount of \$81,470.00 for Seal Coat of Nine Road, White Street, 11<sup>th</sup> Street, and Lynn Gavitt Road or approximately 26,711 square feet .

**PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF BRADY**

\_\_\_\_\_  
Anthony Groves, Mayor

Attest: \_\_\_\_\_  
Christy Badilla, City Secretary

**2014 SEAL COAT PROGRAM**

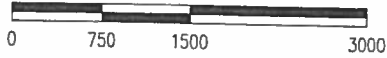
Engineer: Jacob & Martin, Ltd.  
Abilene, Texas

Bid Date: June 10, 2014 2:00 P.M.

		Liphem Asphalt & Paving P.O. Box 518 Aspermont, Texas 79502		Contract Paving Company P.O. Box 308 Tye, Texas 79563	
		Unit Price	Ext. Amt.	Unit Price	Ext. Amt.
For all Labor, Materials, Equipment and Incidentals to Furnish and Install the Following:	Qty	Unit			
1. "Sweeping Streets" of all loose material	63,421	SY	\$ 0.20 \$ 12,684.20	\$ 0.50 \$ 31,710.50	
2. AC10- 2TR for seal coat, rate of 0.35 gallon per SY	22,197	GAL	\$ 5.00 \$ 110,985.00	\$ 8.25 \$ 183,125.25	
3. Grade 4 precoated rock at 1:100 CY to SY	634	CY	\$ 110.00 \$ 69,740.00	\$ 285.00 \$ 180,690.00	
TOTAL BASE BID (ITEMS 1-3)			\$ 193,409.20		\$ 395,525.75
Total Materials to be incorporated into the project			\$ 118,582.50		\$ 114,745.05
Total Labor, etc. as required to construct the seal coat project			\$ 74,826.70		\$ 280,780.70
TOTAL MATERIALS & LABOR (should agree with Total Base Bid Amount)			\$ 193,409.20		\$ 395,525.75



SCALE: 1" = 1500'



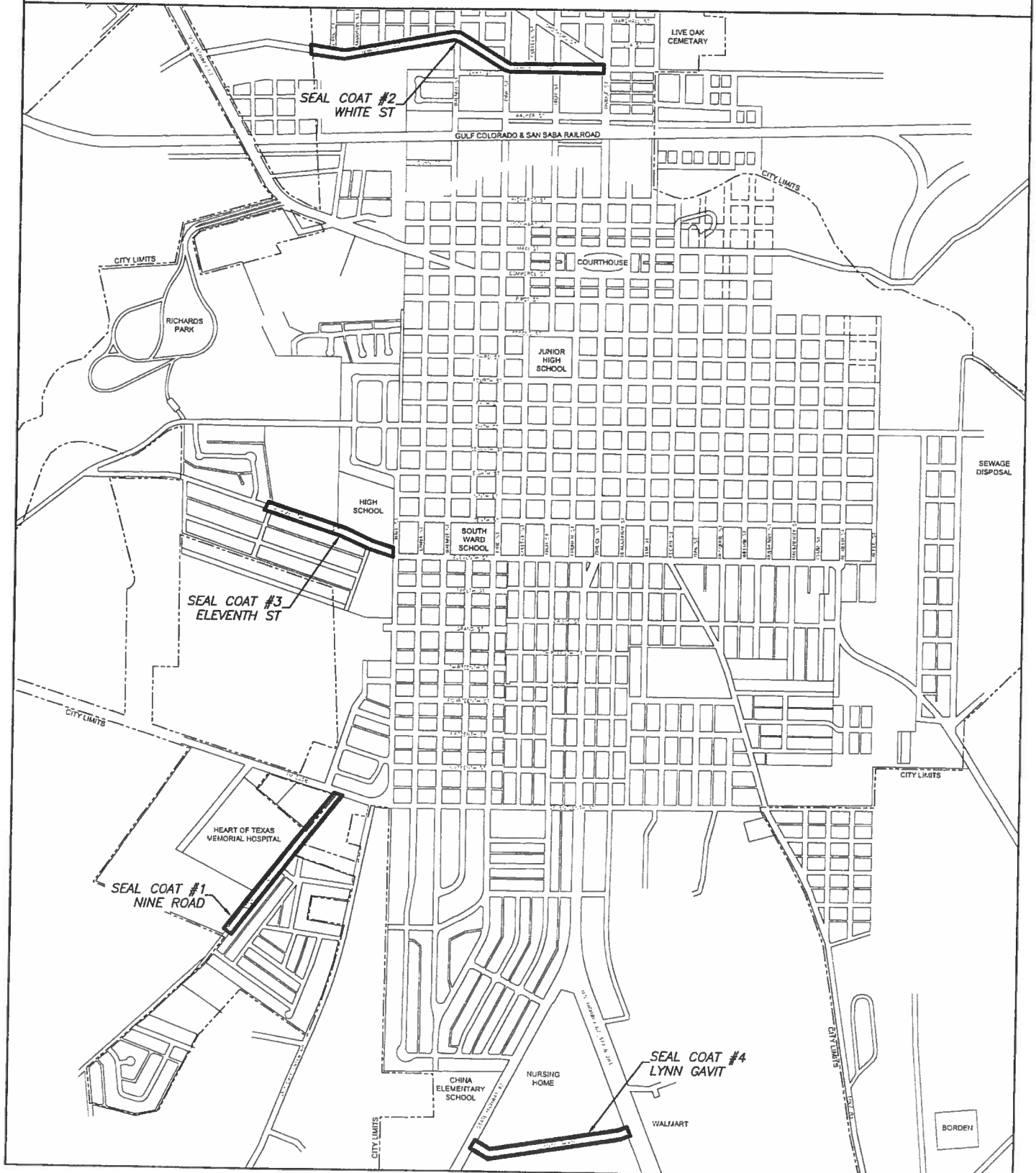
# CITY OF BRADY, TEXAS 2014 SEAL COAT PROJECT

**JACOB & MARTIN, LTD.**  
CONSULTING ENGINEERS

3465 CURRY LANE  
ABILENE, TEXAS 79606  
325-635-1070

1508 SANTA FE DR, SUITE 204  
WEATHERFORD, TEXAS 76086  
817-594-9880


FIRM # F-2448



# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	6/7/2014	<b>AGENDA ITEM</b>	7F
<b>AGENDA SUBJECT:</b>	Discussion, consideration, and possible action regarding second reading of Ordinance No. 1154 of the City of Brady, Texas allowing for permitting Mobile Food Vendors, establishing rules, and penalties		
<b>PREPARED BY:</b>	Kim Lenoir & Cary McBride	<b>Date Submitted:</b>	6/12/14
<b>EXHIBITS:</b>	Ordinance and Rules / Regulations for Mobile Food Vendors		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	\$00.00	
	<b>Amount Budgeted:</b>	\$00.00	
	<b>Appropriation Required:</b>	\$00.00	
<b>CITY MANAGER APPROVAL:</b>			

#### SUMMARY:

On May 20, City Council reviewed and discussed requests for Mobile Food Vendor (MFV) Operator Permits. Many cities are now allowing this type of operation due to public interest in using such mobile operations. MFV include self-contained food trucks, concession carts, and concession trailers.

Attached is the recommended Ordinance outlining rules and regulations that address possible set-up locations, time limits, hours, and annual permit fees.

Staff will review the rules and regulations proposed and answer questions.

#### RECOMMENDED ACTION:

Move to approve the second reading of Ordinance No. 1154 of the City of Brady, Texas allowing for permitting Mobile Food Vendors, establishing rules, and penalties.

**ORDINANCE NO. 1154**

**AN ORDINANCE OF THE CITY OF BRADY, TEXAS, ALLOWING FOR  
MOBILE FOOD VENDORS IN CERTAIN CIRCUMSTANCE WITHIN  
THE CITY OF BRADY; PROVIDING FOR REGULATION AND PERMIT  
FEES; AND ALLOWING FOR A PENALTY CLAUSE**

**WHEREAS**, the City of Brady, Texas (hereinafter the "City") wishes to allow for Mobile Food Vendors within the limits of the City; and

**WHEREAS**, there has previously been no ordinance allowing or governing the operation of Mobile Food Vendors; and

**WHEREAS**, appropriate regulations, definitions, and penalties will allow the vendors and the City manage these mobile units; and

**WHEREAS**, by establishing a permit fee and process, the City will be able to keep track of those Mobile Food Vendors who are and are not permitted;

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

The City Council of the City of Brady, Texas hereby establishes an ordinance allowing for Mobile Food Vendors as well as the permitting and regulation of Mobile Food Vendors within the City Limits of the City of Brady as laid out in attachment "A" of this ordinance.

Passed and Approved on FIRST READING on the 3rd day of June, 2014.

Passed and Approved on SECOND READING on the 17<sup>th</sup> day of June, 2014.

\_\_\_\_\_  
Anthony Groves, Mayor

**ATTEST:** \_\_\_\_\_  
Christy Badilla, City Secretary

Exhibit A, May 21, 2014 Revised

**Ordinance providing for Mobile Food Vendors (MFV) operation within the City of Brady**

Mobile Food Vendors – City of Brady

**Definition:** Mobile Food Vendors (MFV) shall mean any business which sells edible goods from a non-stationary location within the City of Brady. The term shall include,

- (a.) Mobile food truck: A self-contained motorized unit selling items defined as edible goods.
- (b.) Concessions carts: Mobile vending units that must be moved by non-motorized means.
- (c.) Concession trailer: A vending unit which is pulled by a motorized unit and has no power to move on its own.

**Permit Application and Fee:**

The MFV permit application would contain the following information

- 1. Name of applicant
- 2. Phone number and driver's license number of business owner
- 3. Sales tax number with a copy of sales tax permit
- 4. A copy of the Health Department Permit
- 5. Legal name of business or entity
- 6. Signed permission from the property owner where the MFV will operate
- 7. Description of food being sold
- 8. The application fee for a Mobile Food Vendor (MFV) shall be \$100.00. Each Mobile Food Vendor Unit shall be permitted separately.
- 9. Mobile Food Vendor permits shall terminate on December 31 following the date of issue.

A permit will not be issued if the MFV occupies the proposed site or sites prior to receiving a permit.

Permits are issued for the calendar year and are valid from the actual issue date and expire on December 31 of the year in which it is issued.

No more than one MFV unit (truck, trailer, or cart) is allowed per permit.

MFV permits are issued by the City Manager, City Secretary, or authorized representative.

**Zoning and Location:**

MFVs are allowed in areas zoned as Commercial, Retail, Central Business District, or Industrial.

MFVs are not allowed in any area zoned as Single family Residential, Two Family Residential, Multi-family Residential, Manufactured Home Residential, or Office District.

MFV unit location must observe all setback requirements as though the MFV unit were a permanent structure.

MFVs are not allowed on any city property, public rights of way, state highway easement, or state property.

MFV are not allowed on any property unless specific written permission is provided prior to the occupancy of the site.

MFV Permit will not be issued without permission of the property owner.

MFV Permit will not be issued without the applicant providing a site plan of the proposed site or sites of operation. Site plan must show the entire property and location MFV unit relative to property boundaries, accesses, parking, Fire lane(s) and any structures.

MFV Permit will be allowed on city property only with the approval of City Council for special events.

**Hours of Operation:**

Not to exceed 12 hours in any one day period.

Operation only between the hours of 7AM and 9PM

**Duration of Operation:**

Not to exceed 2 days of operation at any single location in a one week period of time, starting on Monday and ending on Sunday. Three (3) days of operation will be allowed in a single location only when a holiday occurs on a Friday or Monday, resulting in a three (3) day weekend.

**General Regulations:**

The MFV may not occupy the approved site location except on the days of actual operation.

Noise generation of any kind is not allowed from MFV.

The MFV unit must not reduce or restrict parking spaces, fire lanes or traffic flow.

The MFV applicant must remove all trash daily, and do not allow any trash to accumulate at any time.

The MFV is not permitted or allowed to connect to any permanent utilities except for electricity and water. Any connection to the domestic water supply must be protected by an approved backflow device and only be connected when water is flowing to fill on board water tanks. The connection to the domestic water supply must be disconnected at any time the water is not actually flowing to the MFV unit.

The permit must be displayed in a conspicuous place where it can be read by the general public on the MFV unit.

Violation of any MFV regulation, application and permit process, hours of operation, duration of operation, is cause for immediate termination of the MFV Permit. Any applicant or MFV unit permit which is terminated for cause may not apply or receive a MFV Permit during the same physical year within the City of Brady.

**Penalty for the violation:** (from Municipal Code of Brady)

Sec. 1.109    General Penalty for Violations of Code; Continuing Violations


Whenever in this code or in any ordinance of the City an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in such code or ordinance the doing of any act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefore, the violation of any such provisions of this code or any such ordinance shall be punished by a fine of not exceeding five hundred dollars (\$500.00). However a fine or penalty for the violation of a rule, ordinance or policy regulation that governs fire safety, zoning or public health and sanitation including the dumping of refuse may not exceed two thousand dollars (\$2,000.00); provided, however, that no penalty shall be greater or less than the penalty provided for the same or a similar offense under the laws of the state. Each day any violation of this code or of any ordinance shall continue shall constitute a separate offense. In the event that any such violation is designated as a nuisance under the provisions of this code, such nuisance may be summarily abated by the city. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.



# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	6/17/2013	<b>AGENDA ITEM</b>	7G
<b>AGENDA SUBJECT:</b>	Discussion and consideration of appointments and/or reappointments of expiring/and or vacant positions for Planning and Zoning Commission – Place 2, and 3; Alternate and two (2) Alternate Members to Zoning Board of Adjustments		
<b>PREPARED BY:</b>	Badilla	<b>date</b>	06/17/2014
<b>EXHIBITS:</b>	Boards and Commissions list		
<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>Members are needed for:</p> <ul style="list-style-type: none"><li>• Planning and Zoning Commission – Place 2, 3, Alternate</li><li>• Zoning Board of Adjustments - two Alternate Members</li></ul>

<b>RECOMMENDED ACTION:</b>
Move to approve appointment of _____ for _____.

# CITY OF BRADY

## 2014 Boards & Commissions

### PLANNING AND ZONING COMMISSION (3 yr term)

Carey McBride, Staff Liaison 325/597-2244 ext 202 cmcbride@bradytx.us

PLACE	BOARD MEMBER NAME	CURRENT TERM
1	Kenneth Young, Chair	6/15
2	Nick Blyshack	6/14
3	Chris Leifeste	6/14
4	Kim King	6/16
5	Lewis Jordan	6/16
6	Connie Easterwood	6/16
7	Ronnie Aston	6/15
ALT	Adrian Fuentes	6/14

### CHARTER REVIEW COMMISSION (4 year term)

Kim Lenoir, Staff Liaison 325/597-2152 ext 209 klenoir@bradytx.us

PLACE	BOARD MEMBER NAME	CURRENT TERM
1	Shelly Perkins, Chair	2011-2014
2	JoAnn Coffee	2011-2014
3	Patsy Cole Buchner	2011-2014
4	Charlotte Harper	2013-2014
5	Charlie Humphries	2013-2014
6	Brendon Weatherman	2013-2014
7	Bill Easley	2011-2014

### Economic Development Corporation - 4A (2 year term)

Kim Lenoir, Staff Liaison 325/597-2152 ext 209 klenoir@bradytx.us

PLACE	BOARD MEMBER NAME	CURRENT TERM
1	Michele Derrick, President	9/15
2	Susan Jolliff	8/14
3	Jon Chase	6/15
4	Tim Jones	8/14
5	Tracy Pitcox	6/15

### INVESTMENT COMMITTEE (1 yr term)

Lisa Remini, Staff Liaison 325/597-2152 ext 204 lremini@bradytx.us

PLACE	BOARD MEMBER NAME	CURRENT TERM
1	Finance Director	2014
2	City Manager	2014
3	Marilyn Gendusa	2014

### ZONING BOARD OF ADJUSTMENT (ZBA)

Charter & Zoning Ord. Sec. 9.1 (2 yr term)

Carey McBride, Staff Liaison 325/597-2244 ext 202 cmcbride@bradytx.us

PLACE	BOARD MEMBER NAME	CURRENT TERM
1	Debbie Leonard	6/15
2	Wesley Quinn, V. Chair	6/16
3	Candy Weatherman, Chair	6/16
4	James R Griffin	6/15
5	Bill Spiller	6/15
Alt 1	Joe Everidge	6/16
Alt 2	vacant, alternate	6/16
Alt 3	vacant, alternate	6/16

### CITY COUNCIL (3 yr term)

Kim Lenoir, Staff Liaison 325/597-2152 ext 209 klenoir@bradytx.us

PLACE	MEMBER NAME	CURRENT TERM
MAYOR	Anthony Groves	5/17
1	Kathy Gloria	5/17
2	Linda Lott	5/15
3	Marilyn Gendusa	5/15
4	Latricia Doyal, Mayor Pro Tem	5/16
5	Jack Turk	5/16

### Airport Advisory Board (Ord 1149 - 2 yr term)

Kim Lenoir, Staff Liaison 325/597-2152 ext 209 klenoir@bradytx.us

PLACE	BOARD MEMBER NAME	CURRENT TERM
1	Cameron Ramsey	6/15
2	Rick Morgan	6/15
3	John Morgan	6/15
4	Joe Whitehead	6/16
5	Kirk Roddie	6/16
6	Kevin Dodds	6/16
7	Carey Day	6/16

### McCulloch County Senior Citizen Association

#### Sunset Center Advisory Board (2 year term)

Rosie Gomez, Staff Liaison 325/597-2946 rgomez@bradytx.us

PLACE	BOARD MEMBER NAME	CURRENT TERM
1	Wanda Nesbit - Prsident	10/14
2	Marcia Arons - VP	10/15
3	Elbert Boswell - Treasurer	10/14
4	Sheryl Roberts - Secretary	10/15
5	Doug Avants	
6	Rene Avants	
7	Alvin Bolton	
8	Janice Crawford	
9	Bob Gauer	
10	Betty McMillan	
11	Bill Spiller	
12	Angelita Torrez	
13	Evelyn Pitcox	
14	Rosie Gomez	Director
15	Kim Lenoir	City Manager
16	Danny Neal	County Judge
17	Hazel Maner	Lifetime

REV 05/30/14

# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	6-17-2014	<b>AGENDA ITEM</b>	7H
<b>AGENDA SUBJECT:</b>	Discussion, consideration, and possible action regarding 60 day notice of cancellation and requested amendment to 2007 Ordinance 1011 establishing Interlocal Cooperation Agreement for the provisions of emergency medical services between City of Brady and the "Heart of Texas Memorial Hospital District", assigned July 6, 2009 to "Service Organization of Big Country" and assigned August 2, 2013 to "Service Organization of the Concho Valley", and amendment request to providing a 30 day cancellation notice.		
<b>PREPARED BY:</b>	Kim Lenoir	<b>Date Submitted:</b>	6/13/2014
<b>EXHIBITS:</b>	Cancellation Notice and Requested Amendment July 2009 Interlocal Cooperative Agreement (EMS Agreement)		
<b>BUDGETARY IMPACT:</b>	<b>Loss Revenue from HOT:</b>	\$111,081.00	
	<b>Loss Revenue from Transfers:</b>	\$150,000.00	
	<b>Reduction in City EMS Expenses:</b>	\$10,000.00	
<b>CITY MANAGER APPROVAL:</b>			

#### SUMMARY:

On May 8, Tim Jones, HOT Hospital Administrator, called and emailed to notify the City that the Hospital did not wish to renew the current EMS agreement, which expires July 2, 2014. He submitted a recommended amendment to the agreement that allows for a month to month agreement with a 30 cancellation notice versus the previous 60 day cancellation.

Since 2007, the City and Hospital have worked together to manage the hospital needs for medical transfer services. The Hospital now intends to purchase their own state licensed ambulances (2), hire staff, and perform in-house medical transport services to meet their increasing needs. The 24/7 Brady/Fire EMS Service has been providing 300+ medical transfers for the Hospital per year and the Hospital has paid the City monthly a total of \$100,000 per year per the Interlocal Cooperation Agreement. The Hospital has requested that the City continue the medical transfer service month to month until they are state approved for their new in-house operation. The Hospital will continue their monthly subsidy per the interlocal agreement of \$9,256.77 per month.

#### RECOMMENDED ACTION:

Move to approve the amendment to the Interlocal Cooperation Agreement for the provisions of emergency medical services between City of Brady and as assigned August 2, 2013 to "Service Organization of the Concho Valley," and providing a 30-day cancellation notice.

**From:** Tim Jones

**Sent:** Thursday, May 08, 2014 11:43 AM

**To:** Kim Lenoir

**Subject:** FW: SOBC/SOCV - Brady - Termination Notice - City of Brady

Kim,

This is the proposed amendment to the ems subsidy agreement. If you have any questions, please call or email. As a reminder, the hospital does not wish to renew the current agreement, which expires July 2 of this year. Thanks, Tim

## AMENDMENT

### COOPERATION AGREEMENT

For  
The Provision of Emergency Medical Services  
Between  
The City of Brady  
and  
Service Organization of Concho Valley

This Amendment modifies the Cooperation Agreement for the Provision of Emergency Medical Services Between The City of Brady and Service Organization of Concho Valley dated July 6, 2009, by and between The City of Brady ("CITY") and Service Organization of Concho Valley ("SOCV"), and is effective \_\_\_\_\_, 2014.

The Cooperation Agreement for the Provision of Emergency Medical Services Agreement between the City of Brady and Service Organization of the Big Country ("SOBC") dated July 6, 2009, was assigned from Service Organization of the Big Country to Service Organization Concho Valley on August 2, 2013.

Paragraph 8.A.3 is changed to read as follows:

#### 8

#### TERMINATION

- A. The CITY and SOCV agree that this Agreement shall be for one (1) year from the date of execution, but shall automatically renew for subsequent one (1) year terms, unless one of the following events occurs:
- 1) The parties mutually agree in writing upon a termination date; or
  - (2) Either the CITY or SOCV express in writing thirty (30) days before the date when this Agreement is up for automatic renewal, that they wish to terminate the Agreement, by sending written notice to the other two parties of such a desire to terminate this Agreement; or
  - (3) The CITY or SOCV may terminate this Agreement at any time for no cause, provided the terminating party provides not less than 30 days advance written notice to the other party.
- B. The CITY and SOCV agree that if none of the above termination conditions are met by the termination date for any individual year, this Agreement shall automatically renew, with SOCV paying 8% more on an annual basis than SOCV

paid in the preceding year. The annual increases of 8% shall be based upon the amounts that SOCV owes under each successive year, unless the termination conditions established in this paragraph and the preceding paragraph of this Agreement are met.

- C. SOCV Termination Due to Lack of Funding. Notwithstanding the provisions of subparagraph A above, in the event SOCV determines in its sole discretion that sufficient funds are not available for the continuation of payments for services for the remaining Term or any Renewal Term of this Agreement, then SOCV shall have the right to terminate this Agreement without penalty, provided SOCV delivers written notice to CITY of not less than 90 days prior to the identified date of funding termination. SOCV shall have no further payment obligation beyond the identified date of funding termination, except for payment of services provided prior to the date of funding termination.

All other terms and conditions of the Agreement effective \_\_\_\_\_, 2014 will remain the same.

**AGREED:**

**SERVICE ORGANIZATION OF CONCHO VALLEY**

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

**CITY OF BRADY**

By \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

**COOPERATIVE AGREEMENT**  
**for**  
**The Provision of Emergency Medical Services**  
**Between**  
**The City of Brady and**  
**Service Organization of the Big Country**

**THE STATE OF TEXAS           §**  
**§**  
**COUNTY OF MCCULLOCH       §**

This Cooperation Agreement for Emergency Services (the "Agreement"), is made and entered into by and between the City of Brady (the "CITY") and Service Organization of the Big Country ("SOBC").

**WHEREAS**, the CITY is a home rule municipality incorporated pursuant to the statutes of the State of Texas; and

**WHEREAS**, the CITY desires to provide its residents with efficient, effective public health services to provide for the welfare of its citizens; and

**WHEREAS**, SOBC is a Texas non-profit corporation organized under the Texas Nonprofit Corporation Act and desires to assist in providing consulting services for the CITY's Emergency Medical Services Department; and

**WHEREAS**, SOBC desires to assist Heart of Texas Memorial Hospital ("HOSPITAL") in its efforts to work with the CITY to provide residents with efficient and effective public health services.

**NOW, THEREFORE, the CITY and SOBC hereby agree as follows:**

**1.**  
**DEFINITIONS**

- A. **Advanced Life Support (ALS):** provision of patient care, within the prescribed protocols and authorization of the EMS physician medical director, at the paramedic level.
- B. **ALS Ambulance:** An ambulance certified by the Texas Department of Health as the "MICU" or "BLS with MICU capability" levels and staffed, equipped and authorized to provide care at the paramedic level.

- C. **Arrival on scene:** The responding unit physically arrives at the location to which the unit was dispatched.
- D. **EMS:** Emergency medical services, including prehospital transportation of persons in need of emergency medical care by trained and specially equipped personnel for that purpose.
- E. **Full-time:** An ambulance, which is scheduled for service 24 hours per day, 365 days per year.
- F. **Unified incident Command System:** As defined and documented by the National Fire Protection Agency.

## 2. OBLIGATIONS OF THE CITY

### A. Overview

The CITY shall provide EMS to CITY residents and to residents of McCulloch County who live outside the CITY on a full-time basis under this Agreement. The CITY shall do so by providing ambulance service in the CITY and the areas of McCulloch County not in the CITY.

### B. Employees/Scope of Service.

Furnish employees on a full-time basis to provide ambulances functioning at the Advanced Life Support level or higher to respond to EMS calls within the service area. Additionally, the CITY may, at its discretion upon request by SOBC or the HOSPITAL, furnish stand-by special events coverage, inter-facility transfers, long distance transport services, reasonable mutual aid services, special agreement services, communication, and dispatch services.

### C. Operations.

The CITY shall furnish and manage the emergency medical service field operations utilizing the Unified Incident Command System or management model in concert with responding First Responders, law enforcement and fire services. Billing and collection services will be included. The CITY shall also employ field, filing and officer personnel; equipment maintenance, in-service training, quality improvement monitoring, purchasing and inventory control, support services, and other ancillary services associated with the provision of a successful advanced level EMS Service. The CITY will provide adequate supervision for the ambulances operating in the CITY to ensure that EMS services are provided in a professional high quality manner.



D. **Services.**

The CITY shall provide the following service:

- (1) Respond to EMS calls in a timely manner, as measured in the nearest whole minutes. The CITY shall note the minute when a CITY dispatcher receives a call in the CITY's EMS center. The CITY's response time shall be measured from the time that the CITY receives a call until the time when a CITY ambulance arrives at a scene to provide treatment. The CITY shall make all reasonable efforts to respond to EMS calls within set times to be set by the EMS Director in compliance with State Law and accepted practices for EMS departments in the State.
- (2) If the CITY is unable to fulfill a request for an emergency call within a reasonable amount of time, as determined by the EMS Director and the CITY at its sole discretion, the CITY shall refer the call to another EMS service provider, if such service is necessary and would provide the best means for responding to the call.
- (3) Provide emergency transfers either from the HOSPITAL or from the scene of an injury when medically necessary in accordance with protocols for emergency transfers that do not include helicopter or air transport.
- (4) Provide non-emergency transfers from the HOSPITAL to other hospitals when the HOSPITAL needs such non-emergency transfer services and medical necessity places such non-emergency transfers in highest priority.

E. The parties agree that the CITY shall collect all income due for EMS Services from patients and/or their families and third party insurers in the CITY and McCulloch County.

F. **Equipment.**

In providing the required services, the CITY will furnish and utilize the equipment and personnel routinely assigned to service the CITY. The equipment shall be ALS Ambulances and the appropriate administrative/supervisory vehicles. The CITY shall provide on-board durable and reusable medical equipment, radio and communications hardware, billing computer system hardware and software, all required communications equipment, and other equipment and software as necessary.

G. All existing CITY ordinances and any future ordinances, which are enacted by the CITY and which require enforcement, are hereby incorporated by reference.

H. The CITY personnel who provide services pursuant to this Agreement are employees of the CITY and the CITY shall maintain supervisory control and command over such employees.


3.  
**OBLIGATIONS OF SOBC**

- A. SOBC shall request that the HOSPITAL provide ~~technical~~ assistance regarding the efficient provision of EMS services and management ~~consulting~~ services to the CITY's Emergency Management Services Director.
- B. SOBC shall:
- (1) Pay the CITY a yearly sum of \$75,600, payable ~~monthly~~, to be used to assist the CITY in its provision of EMS services, including ~~compensation~~ to the CITY for the work of the Director and related benefits, ~~the cost of providing ambulance and EMS Service, the cost of personnel for the EMS Service ; and~~
  - (2) Provide that the HOSPITAL will be available ~~to assist the CITY regarding the most efficient means for providing health services, billing and management of emergency services; and~~
- C. Any HOSPITAL personnel who provide services pursuant to this Agreement are employees of the HOSPITAL and not employees of the CITY or SOBC and the HOSPITAL shall maintain supervisory control and ~~command~~ over such employees.

4.  
**OVERSIGHT COMMITTEE**

- A. The CITY agrees that pursuant to this Agreement ~~they~~ shall create an Oversight Committee to consist of the Mayor of the City of Brady, ~~the City Manager of the City of Brady and the Hospital Administrator (the "Committee")~~.
- B. The Oversight Committee shall meet on a monthly basis ~~to review the performance of the CITY's emergency service on behalf of the CITY and HOSPITAL and pursuant to this Cooperation Agreement. The Oversight Committee shall meet in open session or executive session under the Open Meetings Act, and shall be supported by the City Secretary. The Oversight Committee shall furnish SOBC with any reports, recommendations or reviews.~~
- C. The Oversight Committee shall serve as an ad-hoc advisory body to the governing bodies of the CITY, and HOSPITAL. The CITY and SOBC ~~agree~~ that the Oversight Committee is not a decision-making body. The Oversight Committee may, however, make recommendations to the Director of the Department and ~~to the CITY Council, SOBC, and the HOSPITAL Board of Directors regarding how EMS can be provided efficiently and effectively. The parties agree that each governing body must make its own decisions with respect to recommendations made by the Oversight Committee.~~

**5.**  
**RECORDS**

- A. The CITY shall maintain and keep records of all actions by CITY employees to provide EMS. The CITY agrees that the CITY shall allow SOBC and the HOSPITAL access to the CITY's records for a period of four years after an EMS call or action under this Agreement is taken. The parties further agree that the CITY shall comply with federal law and allow the U.S. Department of Health and Human Services or its representatives access to the books and records of EMS services for purposes of verification of the services and the cost of such services.
-  B. The CITY and SOBC shall provide any necessary forms and documents for enforcement activities for collection of funds under this Agreement.

**6.**  
**CONTRACT ADMINISTRATION**

- A. The Brady City Mayor **James Stewart** (or the Mayor's designated representative) shall be responsible for administering this Agreement for the CITY.
- B. Brandon Durbin (or his designated representative) of Service Organization of the Big Country shall be responsible for administering this Agreement for SOBC and the HOSPITAL.
- C. The Brady City Manager **James Minor** (or his or her designated representative) shall be an additional member of the Oversight Committee responsible for assisting with administering this Agreement on behalf of the CITY.
- D. All questions arising under this Agreement shall be handled and resolved between the Brady City Council, the District Board and SOBC. The parties agree that the CITY will finally resolve any unresolved disputes.

**7.**  
**INDEPENDENT CONTRACTOR**

At all times during the performance of this Agreement and in connection with any services rendered under this Agreement, the CITY shall be considered an independent contractor. No relationship of employer/employee is created by this Agreement or by the CITY's service. SOBC acknowledges that CITY is not obligated to provide Workers' Compensation Insurance or any other of the CITY'S employee related insurance or benefits for HOSPITAL personnel.

**8.**  
**TERMINATION**

- A. The CITY and SOBC agree that this Agreement shall be for one (1) year from the date of execution, but shall automatically renew for subsequent one (1) year terms, unless one of the following events occurs:
- 1) The parties mutually agree in writing upon a termination date; or
  - (2) Either the CITY or SOBC express in writing thirty (30) days before the date when this Agreement is up for automatic renewal, that they wish to terminate the Agreement, by sending written notice to the other two parties of such a desire to terminate this Agreement; or
  - (3) The CITY or SOBC express on the last day of any term of this Agreement that such party wishes to terminate the Agreement in sixty (60) days.
- B. The CITY and SOBC agree that if none of the above termination conditions are met by the termination date for any individual year, this Agreement shall automatically renew, with SOBC paying 8% more on an annual basis than SOBC paid in the preceding year. The annual increases of 8% shall be based upon the amounts that SOBC owes under each successive year, unless the termination conditions established in this paragraph and the preceding paragraph of this Agreement are met.
- C. SOBC Termination Due to Lack of Funding. Notwithstanding the provisions of subparagraph A above, in the event SOBC determines in its sole discretion that sufficient funds are not available for the continuation of payments for services for the remaining Term or any Renewal Term of this Agreement, then SOBC shall have the right to terminate this Agreement without penalty, provided SOBC delivers written notice to CITY of not less than 90 days prior to the identified date of funding termination. SOBC shall have no further payment obligation beyond the identified date of funding termination, except for payment of services provided prior to the date of funding termination.

## 9. MISCELLANEOUS

- A. Each party shall approve participation in this Agreement by the appropriate governmental body or authorized public officer.
- B. This Agreement shall commence on the date of execution and shall run for one (1) year. This Agreement shall automatically renew unless the CITY or SOBC chooses to terminate by providing thirty (30) days' written notice of termination to the other party.
- C. The annual renewal and, if necessary, renegotiation of this Agreement shall be contingent upon the availability of current revenue funds. If sufficient funds are not allocated by

SOBC for EMS Service as provided for in this Agreement, the CITY may terminate this Agreement on thirty (30) days' written notice to SOBC.

- D. Any party may terminate this Agreement with or without cause by giving written notice to the other party at least thirty (30) days prior to the date of termination. Upon termination of this Agreement, no party shall have any obligations to the other party, except to pay for services already rendered.
- E. This Agreement may be terminated or renegotiated in the event of changed state regulations that affect the parties' performance under this Agreement.
- F. All notices under this Agreement shall be in writing and may be either hand delivered or sent by certified mail, postage prepaid, return receipt requested, to the following addresses:

**CITY:** Honorable James Stewart  
Mayor of the City of Brady

**SOBC:** Brandon Durbin  
2950 50<sup>th</sup> Street  
Lubbock, TX 79413

**WITH A COPY TO  
HOSPITAL:**

Tim Jones  
Hospital Administrator

- G. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.
- H. The waiver by any party of a breach of the Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or different provision.
- I. Each party shall be excused from any breach of this Agreement that is proximately caused by action of the Legislature of the State of Texas, war, strike, acts of God, or other similar circumstances or events normally deemed outside the control of the non-performing party.
- J. The CITY and SOBC shall not discriminate based on creed, age, race, religion, disability, or gender and shall abide by all local state, and federal laws prohibiting discrimination.
- K. This is the entire agreement between the CITY and SOBC. No other agreements, statements, or promises relating to the subject matter of this Agreement and which are not contained herein shall be valid or binding. This Agreement may not be amended, except

in writing signed by all parties. NO OFFICIAL, AGENT, EMPLOYEE, OR REPRESENTATIVE OF THE CITY OR SOBC HAS ANY AUTHORITY TO ALTER, AMEND, OR MODIFY THE TERMS OF THIS CONTRACT. EXCEPT IN ACCORDANCE WITH SUCH EXPRESS WRITTEN AUTHORITY AS MAY BE GRANTED BY THE CITY OR THE HOSPITAL.

- L. This Agreement is to be performed in McCulloch County, Texas. The District Court of McCulloch County shall have exclusive venue and jurisdiction over the parties in the event any dispute or legal action arises from this Agreement.

**EFFECTIVE ON THE LATER DATE SET FORTH BELOW.**

**FOR THE CITY OF BRADY:**

By: James Stewart  
Mayor James Stewart

Date: July 2, 2009

**FOR SERVICE ORGANIZATION OF THE BIG COUNTRY:**

By: Stephen Kimmel  
Stephen Kimmel

Date: 7/6/09

JUL 2009 - JUNE 2010 6300/mo

JUL 2010 - JUNE 2011 6804/mo



JUL 2011 - JUNE 2012 7348/mo

SEND BILL TO HOT HOSP.

# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	6/17/2014	<b>AGENDA ITEM</b>	8. A.
<b>AGENDA SUBJECT:</b>	Monthly Financial Reports		
<b>PREPARED BY:</b>	Lisa Remini 	<b>Date Submitted:</b>	6/12/2014
<b>EXHIBITS:</b>	Monthly Financial Fund Balance Report Investment Activity Operating Cash /Utility Billing History Sales Tax Report Utility Customer Service Reports		
<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>
<ul style="list-style-type: none"> <li>• Monthly financial update for May 2014</li> <li>• Financial Statements were emailed to your City email address for your review.</li> <li>• Monthly expenditure data provided by the Volunteer Fire Department is included for your review.</li> </ul>

<b>RECOMMENDED ACTION:</b>
<p>This item is for discussion purposes only.</p> <p>Note:</p> <p>After each Audit Board and upon Council approval, the check register denoting the checks issued to each Vendor, amount paid, and description of the item paid will be on the City's website for public view. Go to the Finance Department tab and then look for the Check Register tab.</p>

CITY OF BRADY  
MONTHLY FINANCIAL REPORT  
AS OF: MAY 31ST, 2014

PAGE: 1

66.67% OF FISCAL YEAR

	CURRENT BUDGET	YEAR TO DATE ACTUAL	% TO DATE	YEAR TO DATE PRIOR YEAR
<hr/>				
BEGINNING FUND BALANCE & NET WORKING CAPITAL	10,737,672.61	10,737,672.61		29,979,455.82
 <u>REVENUES</u>				
10 -GENERAL FUND	6,991,790.00	2,709,023.50	38.75	3,101,357.04
20 -SEWER AND ELECTRIC FU	8,325,080.00	5,290,761.04	63.55	5,522,236.74
30 -WATER UTILITY FUND	1,696,827.00	965,303.99	56.89	2,131,748.98
40 -GAS UTILITY FUND	1,764,737.00	1,482,641.07	84.01	1,726,605.56
50 -UTILITY SUPPORT FUND	435,255.00	156,825.87	36.03	105,685.47
60 -SOLID WASTE FUND	1,109,522.00	792,752.25	71.45	556,783.03
80 -SPECIAL REVENUE FUND	<u>1,822,191.00</u>	<u>435,162.28</u>	<u>23.88</u>	<u>3,374,390.95</u>
TOTAL REVENUES	22,145,402.00	11,832,470.00	53.43	16,518,807.77
 <u>EXPENDITURES</u>				
10 -GENERAL FUND	6,912,869.00	3,374,711.34	48.82	4,099,583.98
20 -SEWER AND ELECTRIC FU	8,450,567.00	3,381,852.38	40.02	3,611,338.92
30 -WATER UTILITY FUND	1,898,385.00	1,296,402.78	68.29	1,395,899.94
40 -GAS UTILITY FUND	1,654,442.00	916,159.51	55.38	1,739,711.66
50 -UTILITY SUPPORT FUND	416,584.00	283,793.55	68.12	203,973.21
60 -SOLID WASTE FUND	1,080,027.00	700,408.91	64.85	495,120.10
80 -SPECIAL REVENUE FUND	<u>3,662,343.00</u>	<u>555,097.70</u>	<u>15.16</u>	<u>2,506,191.29</u>
TOTAL EXPENDITURES	24,075,217.00	10,508,426.17	43.65	14,051,819.10
REVENUES OVER/(UNDER) EXPENDITURES	( 1,929,815.00)	1,324,043.83		2,466,988.67
 ENDING FUND BALANCE & NET WORKING CAPITAL				
	8,807,857.61	12,061,716.44		32,446,444.49



**CITY OF BRADY**

**INVESTMENT ACTIVITY**

**DATE: March 31, 2014**

Certificates of Deposit at	Commercial National Bank:						Interest Earnings
							Y-T-D
1. #28503	\$242,031.08	at	0.25%	for	365 days	maturity 12/21/2013	<b>\$1,083.26</b>

**GRAND TOTAL      \$242,031.08      TOTAL SHORT-TERM CASH INVESTMENTS**

## RECONCILED CASH ACCOUNTS

As of: May 31, 2014

### BRADY NATIONAL BANK

Operating Account	#100677	\$ 7,025,995.79
Airport Grant	#172791	\$ 28,483.26
EMS - RAC	#166470	\$ 10,435.89
Technology Replacement	#101188	\$ 10,357.85
Repair and Replacement	#138768	\$ 1,461,995.35
Meter Replacement	#173229	\$ 54,608.58
Water Repair & Replacement	#172817	\$ 232,483.66
TXDOT Bridge Street Reimbursement	#173153	\$ 140,371.18
CO 2012 - WWTP Construction	#103671	\$ 55.94
Sinking Fund 2000	#172890	\$ 18,493.33
Sinking Fund 2003	#173021	\$ 119,664.93
Sinking Fund 2004	#176727	\$ 1,349.42
Sinking Fund 2012 - Refunding	#103069	\$ 50,781.71
Sinking Fund 2012 - WWTP	#103663	\$ 4,600.10
Landfill Closure Fund	#172775	\$ 270,344.46
Drug Seizure FDS	#172668	\$ 11,289.09
Police Educational	#172700	\$ 5,123.36
Court Security	#102533	\$ 1,948.46
Court Technology	#102541	\$ 537.06
Community Development Block	#172627	\$ 0.00
Former CD's	#102525	\$ 1,396,002.91
Bank Balances	TOTAL	\$ <u>10,844,922.33</u>

### RESTRICTED ESCROW ACCOUNTS

BOTX Escrow Account - CO 2012	#828574	\$ 1,157,500.70
BOTX Escrow Account - LF 2012	#828573	\$ 1,111,458.46

## Fiscal Year 13-14

Fiscal Year 13-14

## MUNICIPAL ADVISORY COUNCIL OF TEXAS

Sales Tax Monthly Allocations  
Brady, City of (General Obligation Debt)

The Charts below contain sales tax revenue allocated each month by the State Comptroller.

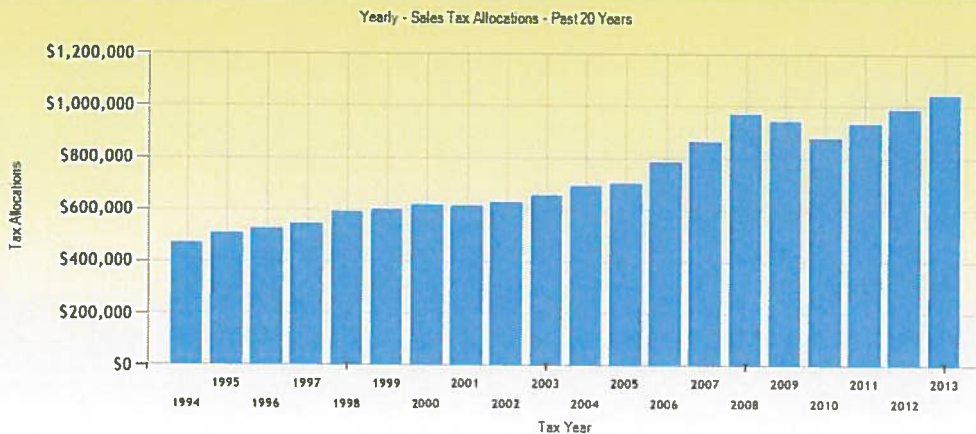
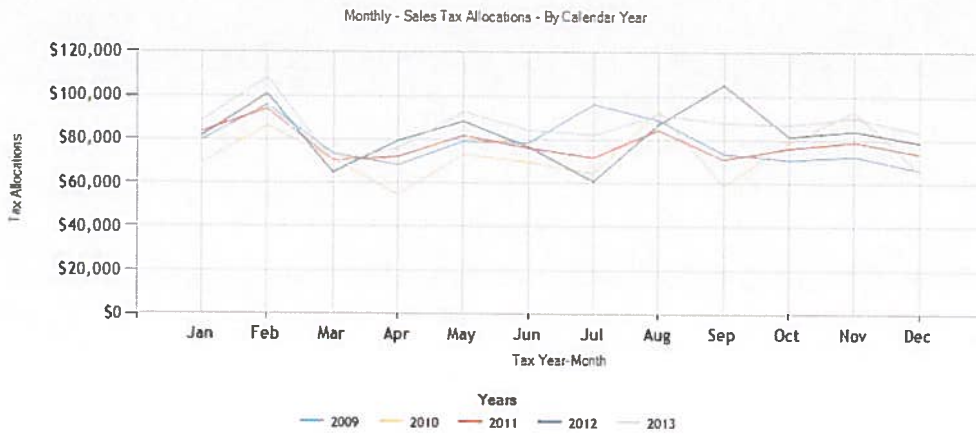
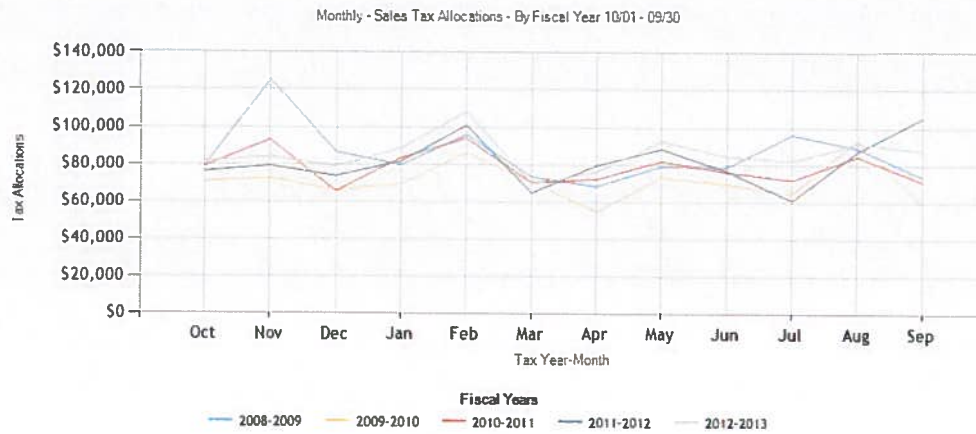
For example, the February allocations reflect December sales, collected in January and allocated in February.

- [Back To Report Page](#)
- [View Grid Based on Calendar Year](#)
- [View Grid With All Years](#)
- [Download To Excel](#)

## By Fiscal Year 10/01 - 09/30

Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2014	\$86,905	\$90,223	\$83,575	\$87,608	\$114,999	\$83,194	\$86,383	\$103,052	\$0	\$0	\$0	\$0	\$735,940
2013	\$81,575	\$84,095	\$78,857	\$88,594	\$108,399	\$69,954	\$76,038	\$92,661	\$84,448	\$82,176	\$91,353	\$87,852	\$1,026,002
2012	\$76,182	\$79,173	\$73,628	\$81,661	\$100,901	\$64,794	\$79,473	\$88,392	\$76,641	\$60,890	\$87,159	\$105,230	\$974,124
2011	\$78,998	\$93,104	\$65,476	\$83,507	\$93,953	\$70,399	\$72,121	\$81,841	\$76,174	\$71,819	\$84,522	\$71,003	\$942,918
2010	\$70,849	\$72,537	\$66,287	\$69,364	\$86,286	\$70,868	\$54,779	\$73,192	\$69,685	\$64,455	\$93,443	\$58,872	\$850,618
2009	\$79,109	\$125,392	\$86,622	\$79,704	\$95,830	\$73,457	\$68,319	\$79,191	\$78,551	\$96,167	\$89,024	\$73,646	\$1,025,012
2008	\$73,939	\$76,885	\$75,520	\$76,332	\$88,517	\$69,243	\$60,775	\$73,032	\$72,513	\$74,539	\$82,203	\$80,973	\$904,471
2007	\$62,229	\$81,144	\$67,861	\$60,380	\$101,688	\$59,568	\$53,524	\$79,704	\$54,614	\$77,376	\$76,886	\$72,942	\$847,915
2006	\$56,047	\$65,343	\$63,033	\$62,630	\$75,844	\$56,416	\$56,708	\$64,127	\$58,171	\$58,810	\$79,791	\$62,656	\$759,578
2005	\$58,803	\$61,765	\$53,184	\$55,300	\$69,014	\$47,328	\$48,941	\$61,188	\$54,396	\$56,248	\$64,469	\$60,740	\$691,375

1 2 3 >



---

**CITY OF BRADY  
CITY COUNCIL CORRESPONDENCE**

---

**TO: MAYOR AND COUNCIL**

**FROM: FINANCE / UTILITY DEPARTMENTS**

**SUBJECT: MONTHLY CUSTOMER SERVICE REPORT**

**DATE: May 31, 2014**

---

SERVICES	FISCAL YEAR 2014											
	October	November	December	January	February	March	April	May	June	July	August	September
Phone Calls	954	806	1069	1176	1035	1049	1062	972				
Returned Calls	237	287	284	290	268	291	319	267				
Residential Apps	58	37	66	48	63	54	51	45				
Commercial Apps	8	6	11	5	4	2	6	6				
Service Orders	336	207	305	399	376	412	330	289				

6/10/2014 11:05 AM

CASH COLLECTION HISTORY REPORT

PAGE: 34

OPERATOR: ALL

HISTORY TRANSACTION SUMMARY

DATES: 5/01/2014 THRU 5/31/2014

TERMINAL: ALL

RECEIPTS: 0 THRU 99999999

SUMMARY CODE: ALL

TRAN: 0.0000 THRU 999.9999

DEPARTMENT: ALL

AMOUNT: 0.00 THRU 9,999,999.99

TRAN	NAME	VOIDS	NO#	TOTAL	CA	CK	MO	CC	OT
1.0000	UTILITY PAYMENT	12	2244	564,045.21CR					
2.0000	MAIL PAYMENT	2	528	222,020.36CR					
3.0000	NIGHT DROP PAYMENT	1	186	37,194.92CR					
4.0000	BAD DEBT PAYMENT	0	4	1,171.57CR					
10.0000	ELECTRIC DEPOSIT	0	35	3,700.00CR					
11.0000	GAS DEPOSIT	0	25	1,250.00CR					
12.0000	WATER DEPOSIT	0	29	1,500.00CR					
22.0000	TRANSFER FEE	0	7	150.00CR					
25.0000	TEMP SERVICE FEE	0	1	30.00CR					
100.0000	A/R PAYMENT	0	44	43,470.25CR					
103.0000	SB EMS payments	0	8	15,270.81CR					
110.0000	Airport Revenues	0	3	3,573.06CR					
180.0000	Civic Center Rental	0	2	500.00CR					
181.0000	Civic Center Deposi	0	1	200.00CR					
195.0000	CREDIT CARD USER FE	0	109	501.57CR					
215.0000	DEP-F10 Ck to 2003S	0	1	13,930.00CR					
217.0000	DEP-F30 Ck to 2000S	0	1	17,165.00CR					
220.0000	DEP-F30 Ck to 2004S	0	1	950.00CR					
221.0000	DEP-F60 CktoLClosur	0	1	2,916.50CR					
224.0000	DEP-SF 2012 WWTP	0	1	1,525.00CR					
230.0000	Dog Pound Fees	0	2	50.00CR					
320.0000	GOLF-DAILY DEPOSITS	1	26	10,052.61CR					
330.0000	GRW Complex	0	3	425.00CR					
335.0000	FIRE Inspection Fee	0	2	200.00CR					

6/10/2014 11:05 AM

## CASH COLLECTION HISTORY REPORT

PAGE: 35

OPERATOR: ALL

## HISTORY TRANSACTION SUMMARY

DATES: 5/01/2014 THRU 5/31/2014

TERMINAL: ALL

RECEIPTS: 0 THRU 99999999

SUMMARY CODE: ALL

TRAN: 0.0000 THRU 999.9999

DEPARTMENT: ALL

AMOUNT: 0.00 THRU 9,999,999.99

TRAN	NAME	VOIDS	NO#	TOTAL	CA	CK	MO	CC	OT
493.0000	LAKE-DAILY DEPOSITS	0	32	9,739.07CR					
505.0000	LANDFILL - DAILY DE	0	20	2,661.65CR					
543.0000	MUNI COURT PAYMENT	0	48	4,567.50CR					
551.0000	Muni R of W Fee/tel	0	9	8,960.88CR					
640.0000	Parks-Rental Fees	0	4	340.00CR					
645.0000	Permit/Inspt/Licens	1	8	2,333.86CR					
647.0000	Permits-Peddlers	0	3	105.00CR					
655.0000	Police Revenues	0	2	84.00CR					
665.0000	Property Tax Recpts	0	1	10,487.89CR					
760.0000	Sr Citizen Daily De	1	24	15,731.13CR					
775.0000	Swimming Pool Rev	1	34	3,925.75CR					
860.0000	West Texas Gas	0	1	21,269.47CR					
900.0000	EDC Sales Tax	0	1	17,276.69CR					
901.0000	Loan Pmt-Davenport	0	1	5,362.08CR					
903.0000	Loan Pmt- Thomas	0	1	551.72CR					
904.0000	Loan Pmt-Owens	0	1	403.91CR					
910.0000	Rental Pmt- HOT Air	0	1	2,500.00CR					
911.0000	Rental Pmt -COBrady	0	2	3,080.00CR					
912.0000	Rental Pmt- Old Dod	0	1	643.39CR					
990.0000	G/L Entry	1	5	20,707.20CR					
*** GRAND TOTALS **		20	3463	1,072,523.05CR	185,170.12	823,911.82		17,189.90	46,251.21
*** CASH SHORT ***				17.48	17.48CR				
*** REVISED ***				1,072,505.57CR	185,152.64				



# BNB/Brady VFD Maintenance Fund

Date	Payee	Description	Amt	Ck #	Recurring Payment	Other Comments
May-14						
5/1/2014	CTTC	Tower Lease	25.00	EFT	X	Tower Lease
5/8/2014	Hughbotham's	Lumber	99.48	126		Lumber purchased for Burn Class
5/8/2014	NAPA	Filter for Tanker 9 + Freight	42.46	127		Filter for Tanker 9 + Freight
5/8/2014	Neel Assoc.	47" LED Stretch Light Bar	1,003.88	128		47" LED Stretch Light Bar
5/15/2014	Bob Moore Tire	Replacement of 2 tires	480.94	129		Replace 2 tires on Tanker 9
5/16/2014	City Brady	Deposit from City of Brady	2,283.33	DEP		Monthly Maintenance Fund money from City of Brady
5/15/2013	BNB	Auto Withdraw on Loan # 54135	484.87	Auto WD	X	Payment on Loan # 54135
5/15/2013	BNB	Auto Withdraw on Loan # 55027	308.23	Auto WD	X	Payment on Loan # 55027
<p><b>Explanation of Loans and Terms</b></p> <p>Loan #55027 - 2010 Ford F-250 4x4 Crew Cab (Command 1)</p> <p>5/8/12 thru 5/8/2017 @ 5.85% Interest = \$308.23</p> <p>Loan #54135 - 2011 Ford F-550 (Brush 2)</p> <p>10/28/10 thru 10/5/2015 @ 4.75% Interest = \$484.87</p>						

Reconciliation Summary

BANK STATEMENT -- CLEARED TRANSACTIONS:

Previous Balance:			3,248.07
Checks and Payments	7	Items	-2,444.86
Deposits and Other Credits	1	Item	2,283.33
Service Charge	0	Items	0.00
Interest Earned	0	Items	0.00
Ending Balance of Bank Statement:			3,086.54

YOUR RECORDS -- UNCLEARED TRANSACTIONS:

Cleared Balance:			3,086.54
Checks and Payments	0	Items	0.00
Deposits and Other Credits	0	Items	0.00
Register Balance as of 6/1/2014:			3,086.54
Checks and Payments	0	Items	0.00
Deposits and Other Credits	0	Items	0.00
Register Ending Balance:			3,086.54

# May 2014 Statement

Maintenance  
6/1/2014

Page 2

## Uncleared Transaction Detail up to 6/1/2014

Date	Num	Payee	Memo	Category	Clr	Amount
Uncleared Checks and Payments						
Total Uncleared Checks and Payments				0 Items		0.00
Uncleared Deposits and Other Credits						
Total Uncleared Deposits and Other Credits				0 Items		0.00
Total Uncleared Transactions				0 Items		0.00



# BRADY NATIONAL BANK

Satisfying Needs . . .

Building Relationships

P.O. Box 111  
BRADY, TX 76825

101 SOUTH BLACKBURN  
(325) 597-2104

[Bank Home Page](#) [MEMBER FDIC](#)

Date 5/30/14  
Account Number

Page 1  
103655

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

## SUMMARY OF ACCOUNTS

ACCOUNT NO	TYPE OF ACCOUNT	CURRENT BALANCE	ENCLOSURES
103655	REGULAR CHECKING	3,086.54	5

REGULAR CHECKING		Image Statement	5
Account Number	103655	Statement Dates	5/01/14 thru 5/31/14
Previous Balance	3,248.07	Days in the statement period	31
1 Deposits/Credits	2,283.33	Average Ledger	3,135
4 Checks/Debits	1,626.76	Average Collected	3,135
3 Electronic Debit	818.10		
Service Charge	.00		
Interest Paid	.00		
Ending Balance	3,086.54		

## DEPOSITS

DATE	DESCRIPTION	AMOUNT
5/15	DDA REGULAR DEPOSIT	2,283.33

## OTHER WITHDRAWALS AND FEES

DATE	DESCRIPTION	AMOUNT
5/06	CentTX Pmt Central Tx Tele	25.00
	1750853485 05/06/14	
5/15	1/3 OF PMT ON LOAN # 55027	308.23
5/15	1/3 OF PAYMENT LOAN # 54135	484.87

## CHECKS AND OTHER ITEMS IN SERIAL NUMBER OR DATE ORDER

DATE	CHECK NO	AMOUNT	DATE	CHECK NO	AMOUNT
5/12	126	99.48	5/13	128	1,003.88
5/12	127	42.46	5/19	129	480.94

\*Denotes skip in check Number



**BRADY**  
NATIONAL BANK

*Satisfying Needs . . .*

*Building Relationships*

P.O. Box 111  
BRADY, TX 76825

101 SOUTH BLACKBURN  
(325) 597-2104

[Bank Home Page](#) [MEMBER FDIC](#)

Date 5/30/14  
Account Number

Page 2  
103655

REGULAR CHECKING

103655 (Continued)

**DAILY BALANCE SECTION**

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
5/01	3,248.07	5/12	3,081.13	5/15	3,567.48
5/06	3,223.07	5/13	2,077.25	5/19	3,086.54

DOWNLOAD OUR MOBILE BANKING APP TODAY FROM  
ITUNES STORE OR GOOGLE PLAY!

DEPOSIT TICKET

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

DATE 05-16-14

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

BRADY NATIONAL BANK  
P.O. Box 111 - (325) 597-2104  
Brady, Texas 76825-0111

AMOUNT \$ 2,283.33

111303492 103655 41

DDA REGULAR DEPOSIT Date: 05/15 Amount: \$2,283.33

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

DATE 05/18/2014

PAY TO Wigginbottom Bros. Inc. Value \$ 99.99

the order of Wigginbottom Bros. Inc.

BRADY NATIONAL BANK  
P.O. Box 111 - (325) 597-2104  
Brady, Texas 76825-0111

AMOUNT \$ 99.99

111303492 103655 0126

DDA REGULAR CHECK Date: 05/12 Amount: \$99.48

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

DATE 05-08-14

PAY TO NAPA \$ 42.40

the order of Wigginbottom Bros. Inc.

BRADY NATIONAL BANK  
P.O. Box 111 - (325) 597-2104  
Brady, Texas 76825-0111

AMOUNT \$ 42.40

111303492 103655 0127

DDA REGULAR CHECK Date: 05/12 Amount: \$42.46

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

DATE 05-08-14

PAY TO Wigginbottom Bros. Inc. \$ 1,003.88

the order of Wigginbottom Bros. Inc.

BRADY NATIONAL BANK  
P.O. Box 111 - (325) 597-2104  
Brady, Texas 76825-0111

AMOUNT \$ 1,003.88

111303492 103655 0128

DDA REGULAR CHECK Date: 05/13 Amount: \$1,003.88

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

DATE 5-14-14

PAY TO Bob Moore Inc. \$ 480.94

the order of Wigginbottom Bros. Inc.

BRADY NATIONAL BANK  
P.O. Box 111 - (325) 597-2104  
Brady, Texas 76825-0111

AMOUNT \$ 480.94

111303492 103655 0129

DDA REGULAR CHECK Date: 05/19 Amount: \$480.94

BRADY BUTANE CO., INC.  
1907 S. BRIDGE  
BRADY, TX 76825

PAGE NO 1

PHONE: (325) 597-2428

THANK YOU FOR SHOPPING AT BRADY BUTANE!

BRADY VOLUNTEER FIRE DEPT.  
216 W. COMMERCE  
BRADY TX 76825

CUST # 1102  
TERMS: NET 10TH  
P.O. # FIRE DEPT 50  
REF. # PO # FIRE DEPT 50

INV # 271680  
DATE : 5/15/14  
CLERK: RC  
TERM # 553  
TIME : 4:57  
\*\*\*\*\*  
\* INVOICE \*  
\*\*\*\*\*

QUANTITY	UM	ITEM	DESCRIPTION	PRICE/PER	EXTENSION
1	EA	24801420	3X2-1/2IN STD GALV HEX BUSHING	9.27 /EA	9.27 N
1	EA	FREIGHT	SHIPPING CHARGES	4.00 /EA	4.00 N
1	EA	NP	NON-PROFIT ORGANIZATION EXEMPTION ON FILE	.001/EA	N
** AMOUNT CHARGED TO ACCOUNT **				13.27	
				TAXABLE	0.00
				NON-TAXABLE	13.27
				SUB-TOTAL	13.27
				TAX AMOUNT	0.00
				TOTAL INVOICE	13.27

X *Life David*

Received By

**AUTO PARTS**

STORE

800006235  
MOORE'S AUTOMOTIVE  
2000 S. BRIDGE ST.  
BRADY, TX 76825  
(325) 597-3421

Time: 16:12 Date: 05/20/2014 Page: 1/1

Employee: 1, BRANDON  
Sales Rep: 0, salesman  
Accounting Day: 17

SOLD TO

482  
Brady Vol Fire Dept  
216 West Commerce  
Brady, TX 76825-0000

Anticipated Time:  
Attention:  
Tax Exemption: NON PROFIT  
PO#:  
Terms: DUE 10TH

Part Number	Line	Description	Quantity	Price	Net	Total
TG7000W	ECH	SWITCH	1.00	14.90	8.4400	8.44
08088	MMM	GEN TRIM ADHV CLEAR Above Item on Sale	1.00	29.20	14.9700	14.97

973893

Invoice Number

*ST. Owens 541*  
Customer Signature

GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

Tool & Gold Filter Sale  
May 23rd 1 Day Only  
9:00 AM - 4:00 PM  
CUSTOMER COPY

Subtotal 23.41  
TAXTABLE 1 8.2500% 0.00

**Total 23.41**  
Charge Sale 23.41



**BOB MOORE TIRE COMPANY**

Highway 87 South  
2338 So. Bridge  
Brady, Texas 76825  
Telephone 325-597-0761



CHECK



CASH



CHARGE



C.C.

CUSTOMER  
ORDER NO.

DATE

5-10

20 14

M

Brady VFD

PRODUCT NO.	DESCRIPTION	QTY	EXCISE TAX		UNIT PRICE	
			PER UNIT	TOTAL		
	11R-24.5 CAP+Paving 24.5 wheel	2		200 <sup>00</sup>	400	00
					80	94
	Tanker #9					

A FINANCE CHARGE OF 1½%, ANNUAL RATE OF 18%  
WILL BE ASSESSED ON THE UNPAID BALANCE OF ALL  
ACCOUNTS NOT PAID BY THE 10TH OF MONTH  
FOLLOWING PURCHASE. ALL ACCOUNTS DUE AND  
PAYABLE IN BRADY, TEXAS.

**THERE IS A \$30 RETURN CHECK FEE!**

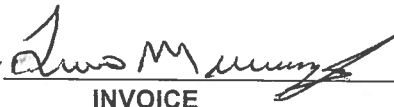
TOTALS

SALES TAX

E4

**No. 184178**

RECEIVED BY



\$528

INVOICE

TOTAL-PAY THIS AMOUNT

480 94

**NEEL Assoc., INC.**  
**NEEL Fire Protection Apparatus, INC.**

P.O. Box 20126, Waco, TX 76702  
 254-799-9176 • 1-800-433-3402  
 24 Hour FAX Line 1-254-799-9248  
 Fire, Police, Hazmat and Safety Equip  
 email: neel@texnet.net  
 web: neelfire.com

*Thank you!*

**INVOICE**

48687

4-11-14

SOLD TO		Brady FFR		SHIP TO			
		PO Box 351					
		Brady, TX 76825					
CUST. ORDER NO.	DATE SHIPPED	SHIPPED VIA	TERMS	SALESMAN	F.O.B.	OUR ORDER NO.	
ES	4/7	UPS-FedEx	Net 10	Gone	FedEx		
QTY. ORDERED	B/O	QTY. SHIPPED	DESCRIPTION		UNIT PRICE	AMOUNT	
1		1	47" Red Struck Bar				
			w/Key Mount 98 C-65			963.00	
			all Red				
			Shipping			40.88	
			<del>Total</del>			<del>1003.88</del>	
						2	

Thank You



# AUTO PARTS

MOORE'S AUTOMOTIVE  
2000 S. BRIDGE ST.  
BRADY, TX 76825

TOOL & FILTER SALE May 23

BILL TO **Brady Vol Fire Dept**  
**216 West Commerce**  
**Brady, TX 76825-0000**

## STATEMENT

ACCT#	SM#	PAGE
482	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
03/31/2014	PRV	Balance	0.00	
04/30/2014	INV	971497	42.46	

*pd. 5-8-14*

CURRENT		PAST DUE 30	PAST DUE 60	PAST DUE 90
42.46		0.00	0.00	0.00
DATE	04/30/2014	Total Owed		42.46
TERMS	DUE 10TH	Total Dating		0.00
STORE	800006235	Total Due-->		42.46

# STATEMENT

HIGGINBOTHAM BROS TRUE VALUE  
P. O. BOX 392  
COMANCHE, TX 76442-0392  
(325) 356-3456

CLOSING DATE: 4/30/14  
DUE DATE : 5/15/14  
ACCT: 131312

\*\*\*\*\*AUTO\*\*SCH 5-DIGIT 76821

1386 0.7120 AV 0.381 7 1 235



BRADY VFD, INC  
216 W COMMERCE  
BRADY TX 76825-4522

DATE	REFERENCE	ST	C	DESCRIPTION	DEBIT	CREDIT
				PREV BALANCE	0.00	
4/ 4/14	113797	13	I	HBC - BRADY INVOICE	99.48	
				NEW BALANCE	99.48	

*Pd. 5-8-14*

CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS
99.48	0.00	0.00	0.00	0.00

TERMS: NET 15TH

131312

A - Adjustment  
B - Balance Forward

Transaction Codes  
C - Credit  
F - Finance Charge

I - Invoice  
P - Payment



**Central Texas Telephone Cooperative Inc.**  
The Hometown Advantage!



With Offices  
Serving You  
8:00 - 5:30 M-F

Goldthwaite  
1012 Reilley Street

San Saba  
208 East Brown Street

**CUSTOMER CARE 1-800-535-8904**

Invoice Totals  
**Leasing Service**  
Subtotal Current Charges

Subtotal  
25.00  
**\$ 25.00**

Service Summary  
**Leasing Service**  
Leasing Service

Adj	Charges	Taxes Surcharges Fees	Subtotal
	25.00		25.00
	25.00		25.00

**Summary of Charges By Type of Service**

	Past Due	Current	Subtotal
Non Basic Service	\$ 0.00	\$ 25.00	\$ 25.00
	0.00	25.00	25.00

**Balance Forward**

Previous Bill \$ 25.00  
Payment made on Apr 5 \$ 25.00cr  
Total payments through Apr 21 \$ 25.00cr

**Balance Before Current Charges \$ 0.00**

**Total Amount Due \$ 25.00**

**Charge Detail**

**Leasing Service**

Recurring Charges (May 01 - May 31)

Lease Tower 25.00  
**Total for Leasing Service \$ 25.00**

**Account Summary for: Brady Volunteer Fire Dept**

Account Number	00005711-0
Invoice Number	10570905
Service Identifier	Leasing Service
Billing Date	May 01, 2014
Past Due After	May 16, 2014
Previous Bill	\$ 25.00
Previous Payments	\$ 25.00
Adjustments	\$ 0.00
Previous Balance	\$ 0.00
Advance Payments	\$ 0.00
Current Charges	\$ 25.00
<b>Total Due</b>	<b>Bank Deduct - Do Not Pay</b>

**Important Messages**

Please do not pay. The amount of this bill will be deducted from your account on the 5th-7th. Any adjustments will be reflected on your next statement.

Visit our Online Bill Payment Website to view or pay your bill!  
Access your account 24 hours a day.  
Visit us online at centex.net

Please detach at perforation and return bottom portion with your payment. Make checks payable to Central Texas Telephone Cooperative, Inc.



**Central Texas Telephone  
Cooperative Inc.**  
PO Box 1619  
Goldthwaite, Tx 76844-1619



Address Service Requested

Account Number	00005711-0
Invoice Number	10570905
Service Identifier	Leasing Service
Billing Date	May 01, 2014
Past Due After	May 16, 2014
<b>Total Due</b>	<b>Bank Deduct - Do Not Pay</b>

☐ Check here for address changes, credit card payments, or other automatic payment options (see back for details).

Amount Enclosed: \$ \_\_\_\_\_

**REMIT TO:**

Bank Deduct - Do Not Pay...

001686 1 AV 0.381 T8



BRADY VOLUNTEER FIRE DEPT  
216 W COMMERCE ST  
BRADY, TX 76825-4522

G: 1-1686



001057090500000350000000571102

## Monthly Report

[illegible]

# Texas Water Development Board

P.O. Box 13231, 1700 N. Congress Ave.  
Austin, TX 78711-3231, [www.twdb.texas.gov](http://www.twdb.texas.gov)  
Phone (512) 463-7847, Fax (512) 475-2053

City Council - FYF  
June 17, 2014

May 28, 2014

The Honorable Anthony Groves, Mayor  
City of Brady  
P.O. Box 351  
Brady, Texas 76825

Subject: **Single Audit for Fiscal Year Ended September 30, 2013**  
Clean Water State Revolving Fund; CFDA-66.458  
\$1,210,000 Combination Tax & Surplus Revenue Certificates of Obligation,  
Series 2012; Loan Number: L1000011  
\$1,441,990 Clean Water State Revolving Fund Loan Forgiveness Grant; Loan  
Forgiveness Number: LF1000019

Dear Mayor Groves:

Thank you for submitting the Single Audit of the City of Brady for the fiscal year ended September 30, 2013. The Texas Water Development Board (Board) reviewed the above-referenced Single Audit pursuant to U.S. Office of Management and Budget (OMB) Circular A-133 requirements. Our review applies only to assistance programs administered by the Board and should not be construed as approval for any other state or federal agency.

The Single Audit contained no findings or questioned costs, and was filed timely. Our management decision is that further action on this Single Audit is not warranted, and we consider this matter is closed.

Please feel free to contact me at [clinton.hill@twdb.texas.gov](mailto:clinton.hill@twdb.texas.gov) or (512) 475-1744 with any questions that you may have.

Sincerely,



Clinton Hill, Financial Examiner  
Financial Compliance

CH

cc: Ms. Lisa Remini, Finance Director  
File

## Our Mission

To provide leadership, planning, financial assistance, information, and education for the conservation and responsible development of water for Texas

## Board Members

Carlos Rubinstein, Chairman | Bech Bruun, Member | Kathleen Jackson, Member  
Kevin Patteson, Executive Administrator

McCulloch County / Brady Senior Citizens Program Center  
 Sunset Senior Center, 214 W. Lockhart  
 Brady, Texas 76825  
 (325) 597-2946 Fax: (325) 597-3912

Rosie Gomez, Director  
 Monthly Reports Updated to April 2014  
 May 6, 2014

SERVICES	FISCAL YEAR 2013- 2014												
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	To Date Total
Meals @ Sunset Center	912	664	576	748	646	805	843	857					6,051
Meals sent to Helping Hands	477	405	393	481	439	458	487	511					3,651
Home Delivered Meals	1,023	751	854	998	895	963	1,000	991					7,475
Total Meals	2,412	1,820	1,823	2,227	1,980	2,226	2,330	2,359	-	-	-	-	17,177
Medicaid Trips	93	68	70	57	72	62	43	81					546