



Tony Groves
Mayor

Larry Land
Council Member Place 1

Missi Elliston
Council Member Place 2

Jeffrey Sutton
Council Member Place 3

Jane Huffman
Mayor Pro Tem
Council Member Place 4

Jay May
Council Member Place 5

Erin Corbell
City Manager

Tina Keys
City Secretary

Sharon Hicks
City Attorney

MISSION

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

CITY OF BRADY COUNCIL AGENDA REGULAR CITY COUNCIL MEETING DECEMBER 20, 2022 AT 6:00 PM

NOTICE is hereby given of a meeting of the City Council of City of Brady, McCulloch County, State of Texas, to be held at **6:00 p.m. December 20, 2022**, at the City of Brady Municipal Court Building located 207 S. Elm St., Brady, Texas, for the purpose of considering the following items. The City Council of the City of Brady, Texas, reserves the right to meet in closed session on any of the items listed below should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

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

2. INVOCATION & PLEDGE OF ALLEGIANCE

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

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

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

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

A. Approval of Minutes for Regular Meeting on December 6, 2022

5. PRESENTATIONS

None

6. PUBLIC HEARING:

None

7. INDIVIDUAL CONCERNS

City Council Members are to deliberate the following items. Staff will present the item and are prepared to answer City Council Member questions. The Mayor will recognize Council Members as the council discuss the item so everyone is heard. Once the City Council Members finish discussion, the Mayor will recognize attendees who have comments. Attendees and council members need to direct comments to the Mayor as they are recognized. When all comments are complete, the Mayor will call for a motion.

- A. Discussion, consideration and possible action to award the purchase for a 2015 John Deere 770 GP Motor Grader/Maintainer from Cisco Equipment Rental, LLC, Odessa, TX 79762
- B. Discussion, consideration and possible action accepting the donation of property located at 314 & 316 W. Commerce by JKAM Enterprises

8. STAFF REPORTS

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

December 23	Floating December Holiday, City Offices closed, altered trash schedule
December 26	Christmas Holiday, City Offices closed, altered trash schedule
January 2, 2023	New Year's Holiday, City Offices closed, altered trash schedule
January 3, 2023	Regular City Council Meeting
January 16	Martin Luther King Holiday, City Offices closed, altered trash schedule
January 17	Regular City Council Meeting

9. ANNOUNCEMENTS

Pursuant to the Texas Government Code § 551.0415, City Council Members and City staff may make reports about items of community interest during a meeting of the governing body without having given notice of the report. Items of community interest include: Expressions of thanks, congratulations, or condolence; an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision; Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and announcements involving an imminent threat to public health and safety of people in the municipality that has arisen after the posting of the agenda.

10. EXECUTIVE SESSION

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

- Pursuant to Section 551.071 (Consultation with Attorney), the City Council will consult with the City Attorney about pending or contemplated litigation or on a matter in which the duty of the attorney to the City under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act: Interlocal agreement between City of Brady and City of Melvin for EMS services
- Pursuant to Section 551.072 (Deliberations about Real Property), the City Council will deliberate the purchase, exchange, lease, or value of real properties of the City as deliberations in an open meeting will have the detrimental effect on the position of the City in negotiations with a third person: City owned properties

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

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

12. ADJOURNMENT

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

Tina Keys, City Secretary

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

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

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

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

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The City Council of the City of Brady, Texas met in a Regular Meeting on Tuesday December 6, 2022, at 6:00 pm with Mayor Anthony Groves presiding in person. Council Members present were Missi Elliston, Jay May, Jeffrey Sutton, and Jane Huffman. City staff present were City Manager Erin Corbell, Finance Director Lisa McElrath, Public Works Director Steven Miller, Interim Police Chief Randy Batten, Municipal Court Judge JT Owens, and City Secretary Tina Keys. Also in attendance were Mark Moseley & Lisa Selensky.

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

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

2. INVOCATION AND PLEDGE OF ALLEGIANCE

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

3. PUBLIC COMMENTS

There were no public comments

4. CONSENT AGENDA

- A. Approval of Minutes for Regular Meeting on November 15, 2022, 2022
- B. Discussion, consideration and possible action regarding Resolution 2022-021 to designate the Brady Standard Herald as the City's official newspaper for required publications and public notices (required annually by the City Charter, Section 13.02)

Council Member May moved to approve the consent agenda. Seconded by Council Member Elliston. All Council Members voted "aye" and none "nay". Motion passed with a 4 – 0 vote.

5. PRESENTATIONS:

- End of the Fiscal Year 22 Budget Reports – Lisa McElrath presented to Council

6. PUBLIC HEARINGS AND INDIVIDUAL CONCERNS ON PUBLIC HEARING

There were no public hearings

7. INDIVIDUAL CONCERNS

- A. Discussion, consideration and possible action regarding water rates for residents outside city limits. Erin Corbell presented and said we have received phone calls from people north of town that are experiencing what is perceived to be service issues with water and they do pay a higher rate. Erin commented that we do anticipate some improved service once the airport tank project is completed. Steven Miller said we are going to change the pressure plan a little bit. The problem is the mains outside the city limits were not properly sized. There is no easy fix. We have these same problems inside the city limits. It's an unfortunate situation. We're improving our water situation dramatically. Council Member Huffman said she has received phone calls as well. When the City makes the decision to decrease pressure to 40 psi with no notice, we have to make changes. If we're going to charge a premium to deliver water to customers outside the city limits, and we're not giving them water, it's unacceptable. Council Member Huffman said she has a problem with charging them a higher rate at this point. We have to be held accountable. Steven Miller said the only way we are going to correct this is to put in properly sized mains. We have long stretches of pipes that are too small. We will have a difference in pressure with the new

water system, but we still have these inadequately sized pipes. You won't fix the problem until you fix the main. Miller said we're not issuing any new taps at this time. We need to let our new system come online. There's going to be a lot of available pressure, which could mean more breaks on the line. Erin Corbell said we were able to restore that customer that called to 70 psi. Miller said a main break caused the pressure loss. The superintendent had to get the load off to repair the break. Erin said she agrees the customer should have been notified, and we will work on improving that. Miller said they are actually ahead of schedule with the airport tank. Council Member Elliston asked the difference in the rates. Erin said it's about 1 1/3 for people outside the city limits. Most municipalities charge 1 1/2. Council Member said if we're not investing that overage into those lines, it's a problem and has been for a while. Council Member May asked if we went 1.25 instead of 1.3, what would we be looking at financially. Lisa McElrath said she would have to look at it. Council Member May said we have other problems throughout the City as well. Miller said we are working on replacing some mains. Council Member May said we should wait for the new system and see how it goes. There was no action taken.

8. STAFF REPORTS

A. Upcoming Special Events/Meetings:

December 13	Happy Birthday Larry Land
December 14	City Employee Christmas Party, Civic Center, 6:30 p.m.
December 19	City Council WORK SESSION, 12:00 noon
December 20	Regular City Council Meeting, 6:00
December 23	Floating December Holiday, City offices closed, altered trash schedule
December 26	Christmas Holiday, City offices closed, altered trash schedule
January 2, 2023	New Year's Holiday, City offices closed, altered trash schedule
January 3, 2023	Regular City Council Meeting, 6:00
January 16	Martin Luther King Holiday, City Offices closed, altered trash schedule
January 17	Regular City Council Meeting

9. ANNOUNCEMENTS

There were no announcements

10. EXECUTIVE SESSION

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

- Pursuant to Section 551.071 (Consultation with Attorney), the City Council will consult with the City Attorney about pending or contemplated litigation or on a matter in which the duty of the attorney to the City under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act
- Pursuant to Section 551.074 (Personnel Matters) City Council will meet to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: Municipal Court Judge

Regular session was closed at 6:35 p.m. Executive Session was opened at 6:47 p.m. and closed at 6:56 p.m. Regular session resumed at 6:57.

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

Council Member May moved to raise Municipal Court Judge salary to \$1,200 per month and give the City Manager authority to increase up to \$1,400 per month. The motion was seconded by Council Member Huffman. All Council Members voted "aye" and none "nay". Motion passed with a 4 – 0 vote.

12. ADJOURNMENT

There being no further business, the Mayor adjourned the meeting at ____ p.m.

Mayor Anthony Groves

Attest: _____
Tina Keys, City Secretary

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	12-20-2022	AGENDA ITEM	7.A.
AGENDA SUBJECT:			
Discussion, consideration, and possible action to award the purchase for a 2015 John Deere 770 GP Motor Grader/Maintainer from Cisco Equipment Rental, LLC, Odessa, TX 79762			
PREPARED BY:	S. Miller / M. Perez	Date Submitted:	12-15-2022
EXHIBITS:			
Bid Quotation Forms Bid Summary Tabulation Power Train & Hydraulics Coverage document Pictures – John Deere 770 GP			
BUDGETARY IMPACT:		Required Expenditure:	\$130,600.00
		Amount Budgeted:	\$175,000.00
		Appropriation Required:	\$0.00
CITY MANAGER APPROVAL:			
SUMMARY:			
<p>On Thursday December 8, 2022, sealed bids were received after proper advertisement and public notification for one (1) Good-Used Motor Grader/Maintainer to be utilized in the Street Division and shown as an Exhibit is the bid summary tabulation. The lowest responsive bid was received from Cisco Equipment Rental, LLC at a price of \$130,600.00. Cisco Equipment Rental, LLC provided a revised bid for an extended one-year coverage price of \$3,650.00 for an alternative warranty that covers just Power Train & Hydraulics and generally excludes electrical, travel & labor for non-covered repairs, minor engine components or as more fully shown as an Exhibit. This equipment purchase was identified during the FY23 budget preparation period as a Base Budget Supplemental Decision and replaces a 1972 CAT Maintainer with 14,000 hours. This proposed capital equipment unit was assigned in the FY23 budget under Streets General Fund (10), Division 12. The extended coverage cost, \$3,650.00, will be separately charged as an expense to Streets - Heavy Rolling Stock line item.</p>			
RECOMMENDED ACTION:			
Mayor: Do I Have a Motion to Award Cisco Equipment Rental, LLC Odessa, TX the purchase of a 2015 John Deere 770 GP (motor grader) with 5,124 hours for an amount of \$130,600.00 ?			

EXHIBIT

Bidder is required to review the information provided on the Bid document and independently perform their own assessment of the Bid requirements described and listed herein. Bidder shall notify the City of discrepancies, errors, or omissions prior to submitting a Bid.

CITY OF BRADY, TEXAS

BID QUOTATION FORM

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

Item No.	Description/Part Number	Qty	U/M	Price in Figures
1	(1) GOOD-USED MOTOR GRADER/MAINTAINER - 2015 or newer model with less than 7,000 hours per specifications contained herein Model Year: <u>2015</u> Make/Model: <u>John Deere 770 GP</u> Mileage/Hours: <u>5124 hours</u> Availability (state delivery in days after receipt of purchase order): <u>7</u> DAYS	1	EA	\$ <u>130,600.00</u>
2	^{1,000HR} EXTENDED COVERAGE: 12 MONTHS/500HR Per requirements and specifications contained herein, to include all parts and labor F.O.B. City of Brady, for a minimum 12-month period/ 500HR <i>Power train & Hydraulic warranties</i>	1	EA	^{3,650.00} \$ 10,325.00
The City of Brady reserves the right to reject any and/or all Bids. Prices to be quoted F.O.B. City of Brady. All taxes to be excluded from Bid.				
TOTAL PRICE (SUM OF ITEM 1 + ITEM 2)				^{134,250.00} \$ 140,925.00

* Please note in this price Cisco equipment will include a new set of teeth for ripper & a new cutting edge for blade -

EXHIBIT

In submitting this Bid, I certify the following:

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

2. That I am an Equal Opportunity Employer

Business Name:

Cisco Equipment Rentals LLC

Authorized signature:



Print Name:

Philip Mudd

Date:

12/6/2022

EXHIBIT

Bidder is required to review the information provided on the Bid document and independently perform their own assessment of the Bid requirements described and listed herein. Bidder shall notify the City of discrepancies, errors, or omissions prior to submitting a Bid.

CITY OF BRADY, TEXAS

BID QUOTATION FORM

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

Item No.	Description/Part Number	Qty	U/M	Price in Figures
1	<p>(1) GOOD-USED MOTOR GRADER/MAINTAINER - 2015 or newer model with less than 7,000 hours per specifications contained herein</p> <p>Model Year: <u>2016</u></p> <p>Make/Model: <u>CAT 140M³</u></p> <p>Mileage/Hours: <u>6435</u></p> <p>Availability (state delivery in days after receipt of purchase order): <u>30-45</u> DAYS</p>	1	EA	\$ <u>182,000⁰⁰</u>
2	<p>EXTENDED COVERAGE: 12 MONTHS/500HR Per requirements and specifications contained herein, to include all parts and labor F.O.B. City of Brady, for a minimum 12-month period/500HR - <i>Exception</i> <i>Travel Time: Mileage not included. (D)</i></p>	1	EA	\$ <u>3,460⁰⁰</u>
The City of Brady reserves the right to reject any and/or all Bids. Prices to be quoted F.O.B. City of Brady. All taxes to be excluded from Bid.				
TOTAL PRICE (SUM OF ITEM 1 + ITEM 2)				\$ <u>185,460⁰⁰</u>

EXHIBIT

In submitting this Bid, I certify the following:

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

2. That I am an Equal Opportunity Employer

Business Name:

Warren Cat

Authorized signature:

[Signature]

Print Name:

Jamey West

Date:

December 7th, 2022

EXHIBIT

EXHIBIT – BID TABULATION
GOOD-USED MOTOR GRADER/MAINTAINER
THURSDAY DECEMBER 8, 2022

Vendor	Year	Description	Hours	Extended Price	Extended Coverage	Total Cost	Comment(s)
Cisco Equipment Rental, LLC Odessa, TX	2015	John Deere 770 GP	5,124	\$130,600.00	\$3,650.00	\$134,250.00	Negotiated Revised Warranty – 12 Month/1000Hrs
WarrenCAT Midland, TX	2016	CAT 140 M3	6,435	\$182,000.00	\$3,460.00	\$185,460.00	12 Month/1000Hrs

EXHIBIT



Glynn General Corporation

**HEAVY EQUIPMENT SERVICE CONTRACT
POWER TRAIN & HYDRAULICS
COVERAGE
TERMS AND CONDITIONS
1/01/2012**

This CONTRACT is subject to the following terms, provisions, conditions, limitations, extensions, exceptions and definitions. No person has the authority to change or to waive any of its provisions. This CONTRACT is for the sole benefit of the CONTRACT HOLDER named herein and applies only to the EQUIPMENT described in the CERTIFICATE OF COVERAGE.

A. KEY TERMS AND DEFINITIONS

- WE, US, OUR, DEALER, MANUFACTURER means the INSURER issuing this CONTRACT.
- YOU, YOUR, CONTRACT HOLDER means the owner of the EQUIPMENT listed in the CERTIFICATE OF COVERAGE.
- ADMINISTRATOR means the company appointed by US to administer this CONTRACT. The ADMINISTRATOR has no liability to YOU. The ADMINISTRATOR of this contract is Glynn General Corporation ("GGC").
- CERTIFICATE OF COVERAGE means the enrollment certificate issued by GGC when YOU enroll an EQUIPMENT/MACHINE. The CERTIFICATE OF COVERAGE lists the EQUIPMENT/MACHINE serial #, MANUFACTURER, model, type of coverage, years of coverage, hours of coverage, DEDUCTIBLE, MANUFACTURER warranty dates, and extended warranty dates.
- CONTRACT means this EQUIPMENT SERVICE CONTRACT. It is a CONTRACT between YOU and US.
- DEDUCTIBLE means the portion of the repair that is covered by this CONTRACT which YOU must first pay for each unrelated FAILURE. The DEDUCTIBLE amount is outlined in the CERTIFICATE OF COVERAGE.
- EQUIPMENT/MACHINE means the EQUIPMENT described in the CERTIFICATE OF COVERAGE.
- MECHANICAL BREAKDOWN or FAILURE means the actual breaking or electronic failure of any covered part of the covered MACHINE while in ordinary use arising from faults attributable to manufacturing defects in workmanship or materials in such MACHINE causing sudden stoppage of the functions thereof and necessitating repair before it can resume work.

B. COMPONENTS COVERED

1. **Engine** – All internal parts (excluding external lines and hoses), engine electronic controls.
2. **Fuel System** – Fuel transfer pump, fuel injection pump, fuel injection valve/nozzle, fuel injection lines and unit injectors. Governor group. Multiple fuel injector failures occurring at the same time are excluded from coverage.
3. **Air Induction And Exhaust System** – Piping from the turbocharger to the intake manifold, exhaust manifold, turbocharger including controls. Aftercooler/Innercooler group.
4. **Cooling System** – Fan group, belt tighteners, fan assembly, fan drive assembly, hydraulic fan motor and hydraulic fan pump. Water pump including the drive group. Engine oil cooler, transmission oil cooler and hydraulic oil cooler. Thermostat/water temperature regulator.
5. **Transmission** – Manual shift transmission, flywheel clutch group (excluding dry clutch discs, excluding external controls), torque converter group, power shift transmission including hydraulic and electronic controls, transmission pump, pump drive, scavenge pump, oil filter base. Transfer gear group excluding parking brake. Hydrostatic transmission including control valves, main hydraulic pump, pump drive, drive motors and all high pressure lines from the pumps to drive motors. Charge pump. Countershaft transmission including clutch group, pumps and controls. Electronic transmission controls.
6. **Drive Line** – Universal joint, drive line/shaft, drive shaft support and constant velocity universal joint.
7. **Drive Systems (Track Type Machines Only)** – Steering clutch and brake including controls, bevel gear, shaft and bearing. Differential steering planetary, differential drive and brake (excluding external controls), planetary, brake and differential steering control valve. Final drives.

EXHIBIT

8. **Drive Systems (Wheeled Machines Only)** – Differential (excluding external brake controls), differential housing, bevel gear, bevel gear shaft and bearing. Differential lock and differential lock actuator valve. Drive axle front and rear. Final drives.
9. **Wheels And Axles** – Wet brakes (excluding external brake controls), drive chain, tandem drive, tandem drive housing, tandem drive stub axle, drive sprocket, and driven sprocket. Tandem drive mounting. Excludes dry brakes.
10. **Vibratory Components** – Drum, vibratory control valve group, drum selector valve group and vibratory cooling valve group. Vibratory pump, motor and charge pump. Vibratory mechanism, hydraulic pump and motor, hydraulic valves, weight, shaft, u-joints, bearings and drum isolation system.
11. **Swing Gear Assembly** – Swing gear, swing gear motor and swing gear reduction unit.
12. **Electrical** – Engine and transmission electronic control module.
13. **Hydraulics** – Pumps, motors, valves, hydraulic cylinders, hoses, lines, and controls. Excluding brake controls. Excluding quick couplers.

C. WHAT IS NOT COVERED

1. The below component list identifies specifically excluded items.
 - Air conditioner
 - Alarm (back up)
 - Alternator
 - Batteries
 - Bed liner
 - Belts, bands (elevator and conveyor), chains, ropes
 - Brake discs, including brake bands
 - Cables, control (external), connecting wire
 - Compressor (air)
 - Dipsticks (engine or transmission)
 - Doors, door latches, handles, or hinges
 - Dry clutches
 - Exchangeable or replaceable parts not contained within or forming an operational part of the engine, transmission, differential or final drive
 - Frame (loss or damage to) or failure of hardware attaching covered components to the frame
 - Horn
 - Lights (operating or warning), bulbs
 - Lines or hoses for oil, water, and air (external), except hydrostatic lines & hoses between the drive pump and motor
 - Maintenance items, tune up supply items
 - Mirrors, mirror brackets
 - Muffler
 - Radiator, radiator hose, radiator cap
 - Radio
 - Rails (grab)
 - Seat assembly & controls, seat belts
 - Starter
 - Tires
 - Tools – all ground engaging tools
 - Undercarriage components (track type machines only)
 - Wear/Tear
 - Weather stripping
 - Windows, wiper blades

Please note, if a component is not specifically denoted as being covered under section **B**.

COMPONENTS COVERED, it is not considered a covered component under this service contract.

EXHIBIT

2.
 - Loss of time, inconvenience, bodily injury, property damage, or other incidental or consequential damage that results from MECHANICAL BREAKDOWN or FAILURE, including: loss of use of any EQUIPMENT or consequential loss of any nature whatsoever, penalties for delay or detention, or in connection with guarantees of performance or efficiency.
 - Storage, freight charges, shop supplies, EPA charges, waste disposal charges and taxes.
 - Repairs to any non-covered parts.
 - The cost of establishing preventative procedures or the cost of recall by the Manufacturer of the covered EQUIPMENT or any part thereof nor the cost of alterations, additions, improvements or overhauls.
 - Additional loss or damage which is occasioned by the CONTRACT HOLDER or operator's failure to use all reasonable precautions to protect the EQUIPMENT from any further loss or damage after a MECHANICAL BREAKDOWN or FAILURE has occurred.
 - Minor adjustments

This contract does not consider a machine's downtime with relation to parts availability or job completion deadlines.

3. MECHANICAL BREAKDOWN OR FAILURE caused by:
 - Collision, negligence, misuse, abuse, or lack of maintenance
 - Any external cause including but not limited to the following:
 - aircraft and other aerial devices or articles dropped there from
 - collapse of buildings
 - earthquake, tsunami, volcanic eruption, or other convulsion of nature
 - explosion
 - fire including fire extinguishing
 - flood, inundation, escaping water from water containing apparatus,
 - lightening, hurricane, tornado, typhoon, cyclone or other atmospheric disturbances
 - subsidence, landslide, rock fall, avalanche
 - theft or any attempt of theft
 - or clearance of debris, demolition or dismantling arising from the above causes
 - Any legal liability of whatsoever nature
 - Any wastage of material, wearing away or wearing out of any part of the EQUIPMENT caused by or resulting from:
 - boiler scale
 - cavitation
 - corrosion
 - deterioration due to chemical or atmospheric conditions
 - erosion
 - ordinary usage
 - other environmental conditions
 - other scratching of painted or polished surfaces
 - rust
 - Arising out of the FAILURE of an otherwise covered part that does not meet manufacturer's specifications, including modification and/or alterations to the EQUIPMENT not approved by the manufacturer's authorized representative or the ADMINISTRATOR
 - Caused by the application of any tool or process during the course of maintenance, inspection, modification or overhaul
 - Caused by the imposition of abnormal conditions, directly or indirectly resulting from testing, intentional overloading or experiments

EXHIBIT

- Covered by warranty, repairer's guarantee, other service contract, or insurance policy
- Damage to a covered component that is caused by the failure of a non-covered component
- Directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds
- Due to continued operation and failure to protect the EQUIPMENT from further damage caused by lack of necessary coolants or lubricants, of a covered part which is damaged by fuel or lubricant contamination or rust
- Slowly developing, deformation, distortion, cracks, fractures, blisters, laminations, flaws or grooving or the making good of defective tube joints or other defective joints or seams unless such defects in damage otherwise covered under this CONTRACT
- That is a direct result of a mechanical or structural defect when the manufacturer has announced a public recall or a product support program for the purpose of correcting such defect
- That occurs prior to this CONTRACT'S issue date/effective date, whichever is earlier, or after this CONTRACT'S expiration
- Transportation to and from repair facility
- Where it is determined that for more than one (1) month or two hundred (200) hours that the service meter has been inaccurate, inoperative, or altered so that the EQUIPMENT'S true usage cannot be verified

D. CONTRACT RESPONSIBILITIES, LIMITATIONS AND EXTENSIONS

OUR RESPONSIBILITIES

WE agree to pay to repair or replace any of the parts covered, if required due to a MECHANICAL BREAKDOWN or FAILURE when the MECHANICAL BREAKDOWN or FAILURE is deemed to be covered under this warranty.

YOUR RESPONSIBILITIES

To keep this CONTRACT valid, YOU must have YOUR EQUIPMENT serviced as recommended by the EQUIPMENT manufacturer. If requested, proof of required service showing date and service meter hours of the EQUIPMENT at the time of service must be presented to the ADMINISTRATOR during the time period in which a claim is being considered for payment. Failure to provide proof of service may terminate the service contract and result in the denial of the claim.

Upon customary and reasonable notice of the occurrence of a MECHANICAL BREAKDOWN or FAILURE, YOU shall protect the EQUIPMENT from further damage, whether or not such MECHANICAL BREAKDOWN or FAILURE is covered by this CONTRACT. Any operation of the EQUIPMENT that results in further damage, related to the original MECHANICAL BREAKDOWN or FAILURE, shall be considered YOUR failure to protect the EQUIPMENT and shall not be covered under this CONTRACT.

Upon submission of a claim the repairing DEALER or YOU must provide all of the required information requested by GGC. In addition the repairing DEALER or YOU must provide a detailed and valid failure analysis related to the failure of the covered component related to the claim.

The ADMINISTRATOR must be notified of any proposed alterations or additions to the EQUIPMENT and of any proposed departure from ordinary working conditions and if any such modifications be made/or the maximum current or pressure at which the EQUIPMENT is designed to operate, or any lower maximum stipulated by the ADMINISTRATOR in writing be exceeded without the written consent of the ADMINISTRATOR, then in the event of BREAKDOWN, no coverage shall exist. If the ADMINISTRATOR cannot approve the proposed modification, the coverage may be terminated.

EXHIBIT

E. CONTRACT PERIOD/TERRITORY

The contract period is outlined in the CERTIFICATE OF COVERAGE.

EQUIPMENT is not considered new if it has less than 60 days of base warranty remaining or if the base warranty has expired based upon its current meter reading in relation to the base warranty hourly limitation.

If the EQUIPMENT is new, the time and hour limits of the term selected start the day the EQUIPMENT Manufacturer's Warranty starts and at zero (0) hours. Coverage expires when the length of time or accumulated hours (whichever occurs first) of the extended warranty term selected is reached.

If the EQUIPMENT is used, the time and hour limits of the term selected start on the date issued/EQUIPMENT delivery date and from the hours on the service meter on that date. Coverage expires when the length of time of the term is reached or total hours on the EQUIPMENT is equal to the sum of the selected term hours plus stated hours on the EQUIPMENT at delivery date, whichever comes first.

This CONTRACT applies only to a MECHANICAL BREAKDOWN or FAILURE occurring within the United States and Canada.

F. LIMITS OF LIABILITY

Limit shall be limited to the reasonable price for repair or replacement of any covered part; not to exceed the equipment manufacturers suggested retail price. The "Reasonable Price" for repair or replacement is based upon nationally recognized flat rate and/or factory manuals.

Labor reimbursement will be based on the DEALER'S suggested list price for shop labor. The contract will only allow for a \$3.00 dollar differentiation between different labor classifications as they are related to the DEALER'S suggested list price for shop labor.

The necessary replacement and/or repairs must be made with parts of like kind and quality, when available. If any parts are found to be unprocureable, the maximum liability shall be limited to the retail price for the costs associated with the necessary repairs to return the unit to an efficient operating condition as if the repair parts were available to the repairing service facility.

In no event shall the limit of liability for each occurrence of MECHANICAL BREAKDOWN or FAILURE under this CONTRACT exceed the lesser of US \$75,000 or fifty percent (50%) of the unit retail price used by GGC to compute the premium. The aggregate of all benefits payable to YOU under this CONTRACT shall not exceed 50% of the unit retail price used by GGC to compute the premium.

The intent of this extended warranty is not to restore the product to a like-new condition, but rather to restore the product to its operating condition just prior to the extended warranty covered failure.

All repairs must be performed by a manufacturer authorized repair facility. The repair facility that performs the repairs must warrant its work to be free of defects in material or poor workmanship for a period no less than six (6) months or one thousand (1000) hours, starting from the date that the machine is put back into service,

GGC reserves the right to consider component coverage based on a component's function when it is determined by GGC that a terminology deficiency exists in the contract wording.

G. SUBROGATION

YOU agree that WE, after honoring a claim on YOUR CONTRACT, have all rights of subrogation against those who may be responsible for YOUR MECHANICAL BREAKDOWN. YOU shall do whatever is necessary to secure such rights. YOU shall do nothing to prejudice such rights and YOU shall execute and deliver to US instruments and papers required either securing or maintaining such rights. All amounts recovered by YOU for which YOU were previously reimbursed under this CONTRACT shall become OUR property or the property of OUR designee and shall be forwarded to same by YOU, up to the total amount paid by US under this CONTRACT.

H. ARBITRATION

EXHIBIT

In the event of any dispute concerning the interpretation of the CONTRACT by US and/or the ADMINISTRATOR, it shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. YOU must first request arbitration from US or the ADMINISTRATOR in writing within sixty (60) days after YOU receive written notice that the dispute cannot be resolved. For claims arbitration, written demand must be made to either the ADMINISTRATOR or US within sixty (60) days of the claim denial. All arbitration proceedings must be held in Brunswick, GA.

I. TRANSFER OF THIS CONTRACT

Contact US and submit the following:

- This CONTRACT - Written evidence verifying all maintenance requirements have been met.
- A copy of documentation evidencing change of ownership and service hours at date of sale.
- Photocopies of documents sent to the manufacturer verifying transference of factory warranty, if applicable.

Conditions:

- This CONTRACT cannot be transferred to other EQUIPMENT. It can only be transferred to a different owner.
- The EQUIPMENT is subject to inspection.
- Transfer must take place within fifteen (15) days of change of ownership.
- All remaining underlying warranties must be transferred to the new owner.
- Failure to notify the ADMINISTRATOR of the transfer will void the remaining contract period.

J. CANCELLATION

The ADMINISTRATOR or INSURER may cancel if the covered EQUIPMENT does not meet the established underwriting guidelines. If the ADMINISTRATOR or INSURER cancels a full return of the premium charged for the covered EQUIPMENT will be processed,

If the CONTRACT HOLDER requests cancellation, the cancellation will be subject to a one hundred dollar (\$100) processing fee. The return premium will be processed on a pro-rata basis minus the one hundred dollar (\$100) processing fee.

No return premium will be allowed on cancellations for covered EQUIPMENT on which a claim has previously been filed.

K. IN CASE OF MECHANICAL BREAKDOWN OR FAILURE

Within ninety (90) days of the date of FAILURE, the repairing DEALER/MANUFACTURER must provide the ADMINISTRATOR with a Repair Order detailing the FAILURE and the repairs, along with such other explanations or evidence as may be reasonably required by the ADMINISTRATOR, including a statutory declaration verifying the contents of the Repair Order, other explanations or evidence.

If WE ask YOU, YOU must allow the ADMINISTRATOR to inspect YOUR EQUIPMENT to gather necessary information regarding any claim. YOU may be required to supply the ADMINISTRATOR with all maintenance records for service performed on the EQUIPMENT.

If the cost of repair is greater than one thousand (\$1000) dollars, the DEALER/MANUFACTURER and or YOU must, if requested, provide the ADMINISTRATOR with adequate photographic evidence of the affected parts, or preserve the parts affected, and make them available for inspection by the ADMINISTRATOR, or its representative.

IF YOU HAVE A MECHANICAL BREAKDOWN OR FAILURE IT IS YOUR RESPONSIBILITY TO NOTIFY YOUR REPAIRING DEALER/MANUFACTURER, IT IS THEN THE RESPONSIBILITY OF THE DEALER/MANUFACTURER TO FILE THE CLAIM WITH THE ADMINISTRATOR:

**Glynn General Corporation
800-541-8585 or 912-638-4320
St. Simons Island, GA 31522
www.glynngeneral.com**

EXHIBIT



EXHIBIT



EXHIBIT



City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	12/20/2022	AGENDA ITEM	7.B.
AGENDA SUBJECT:	Discussion, consideration and possible action accepting the donation of property located at 314 & 316 W. Commerce by JKAM Enterprises		
PREPARED BY:	E. Corbell	Date Submitted:	12/16/2022
EXHIBITS:	Photos, map of property		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			

SUMMARY:	<p>JKAM Enterprises, Andy McBee, wishes to donate his property at 314 W. Commerce to the City of Brady. The property is in a state of disrepair and Code Enforcement has sent multiple notices regarding the need to clean up the property, or the city would need to do so themselves. Mr. McBee would like to transfer ownership of the property before the end of the calendar year and McCulloch County Abstract is prepared to do so. The City of Brady would then go ahead and clear the property.</p>

RECOMMENDED ACTION:	It is recommended to accept the property donation from JKAM Enterprises.

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STAY ALERT
TALK OR TEXT LATER



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CITY OF BRADY
MONTHLY FINANCIAL REPORT
AS OF: NOVEMBER 30TH, 2022

PAGE: 1

16.67% OF FISCAL YEAR

	CURRENT BUDGET	YEAR TO DATE ACTUAL	% TO DATE	YEAR TO DATE PRIOR YEAR
BEGINNING FUND BALANCE & NET WORKING CAPITAL	34,246,873.61	34,246,873.61		47,688,441.32
<u>REVENUES</u>				
10 -GENERAL FUND	8,055,960.00	1,219,301.16	15.14	1,160,350.78
11 -GEN CONSTRUCTION FUND	0.00	0.00	0.00	0.00
20 -ELECTRIC FUND	7,602,500.00	1,267,132.28	16.67	1,218,781.35
30 -WATER / SEWER FUND	4,648,553.00	805,666.27	17.33	680,133.36
33 -WATER CONSTRUCTION FU	330,000.00	0.00	0.00	0.00
35 -WWTP CONSTRUCTION FUN	331,000.00	0.00	0.00	0.00
40 -GAS FUND	1,165,100.00	97,536.35	8.37	121,102.01
50 -UTILITY SUPPORT FUND	637,000.00	118,802.59	18.65	112,282.66
60 -SOLID WASTE FUND	1,354,000.00	250,510.95	18.50	220,937.63
61 -STREET SANITATION FUN	74,000.00	12,404.73	16.76	12,454.29
80 -SPECIAL REVENUE FUND	1,355,210.00	71,996.09	5.31	96,347.18
81 -CEMETERY FUND	44,600.00	1,672.65	3.75	907.36
82 -HOTEL/MOTEL FUND	210,000.00	0.00	0.00	366.85
83 -SPECIAL PURPOSE FUND	1,600.00	173.45	10.84	50.89
TOTAL REVENUES	25,809,523.00	3,845,196.52	14.90	3,623,714.36
<u>EXPENDITURES</u>				
10 -GENERAL FUND	9,251,726.00	1,283,293.14	13.87	1,096,233.49
11 -GEN CONSTRUCTION FUND	216,189.00	439.85	0.20	14,200.00
20 -ELECTRIC FUND	8,450,378.00	1,208,105.93	14.30	1,052,598.73
30 -WATER / SEWER FUND	6,966,974.00	455,285.54	6.53	474,221.88
33 -WATER CONSTRUCTION FU	8,007,837.00	0.00	0.00	826,070.32
35 -WWTP CONSTRUCTION FUN	9,507,634.00	645,857.53	6.79	788,166.79
40 -GAS FUND	1,156,979.00	210,674.39	18.21	327,433.50
50 -UTILITY SUPPORT FUND	700,686.00	170,291.06	24.30	155,098.79
60 -SOLID WASTE FUND	1,699,043.00	213,090.30	12.54	200,742.18
61 -STREET SANITATION FUN	112,828.00	16,719.31	14.82	12,298.24
80 -SPECIAL REVENUE FUND	1,436,145.00	83,176.45	5.79	81,691.64
81 -CEMETERY FUND	68,321.00	8,627.26	12.63	6,556.67
82 -HOTEL/MOTEL FUND	224,500.00	2,771.00	1.23	0.00
83 -SPECIAL PURPOSE FUND	6,200.00	1,523.03	24.57	3,500.00
TOTAL EXPENDITURES	47,805,440.00	4,299,854.79	8.99	5,038,812.23
REVENUES OVER/(UNDER) EXPENDITURES	(21,995,917.00)	(454,658.27)		(1,415,097.87)
ENDING FUND BALANCE & NET WORKING CAPITAL	12,250,956.61	33,792,215.34		46,273,343.45

RECONCILED OPERATING CASH / TOTAL UTILITY BILLINGS

Fiscal Year 22-23

MONTH	OPERATING CASH	PCRF	ELECTRIC DISTRIBUTION	SEWER	WATER	FUEL	GAS DISTRIBUTION	SOLID WASTE	TOTAL BILLINGS
October 2022	18,172,956.93	316,981.09	353,384.79	105,494.69	246,491.25	32,322.75	29,186.65	103,112.07	1,186,973.29
November 2022	18,160,891.44	261,972.20	294,520.84	105,131.95	244,673.90	23,900.94	35,530.74	102,593.24	1,068,323.81
December 2022									0.00
January 2023									0.00
February 2023									0.00
March 2023									0.00
April 2023									0.00
May 2023									0.00
June 2023									0.00
July 2023									0.00
August 2023									0.00
September 2023									0.00
		578,953.29	647,905.63	210,626.64	491,165.15	56,223.69	64,717.39	205,705.31	2,255,297.10

1171 - Brady, City of (General Obligation Debt)

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

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

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

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

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

[Download to Excel](#)

Change Fiscal Year
End

09/30/2023



[Submit](#)

Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2023	\$107,497	\$116,442	\$105,580	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$329,518
2022	\$100,659	\$110,547	\$110,670	\$112,512	\$119,933	\$89,202	\$90,754	\$118,313	\$104,559	\$106,126	\$118,753	\$109,179	\$1,291,207
2021	\$97,505	\$102,843	\$95,512	\$100,910	\$118,480	\$88,588	\$85,665	\$131,540	\$107,199	\$106,167	\$115,244	\$102,302	\$1,251,954
2020	\$94,161	\$95,033	\$98,358	\$107,077	\$114,736	\$90,220	\$86,583	\$101,797	\$101,393	\$109,646	\$105,702	\$97,317	\$1,202,025
2019	\$108,700	\$97,871	\$99,563	\$102,849	\$102,877	\$97,257	\$96,793	\$108,828	\$94,204	\$91,085	\$99,315	\$87,187	\$1,186,530
2018	\$101,224	\$103,733	\$112,475	\$107,463	\$108,139	\$94,294	\$88,618	\$106,428	\$105,435	\$94,199	\$103,004	\$98,016	\$1,223,027
2017	\$87,306	\$91,161	\$89,413	\$100,033	\$109,289	\$86,358	\$97,988	\$101,730	\$86,536	\$97,051	\$103,953	\$100,236	\$1,151,056
2016	\$143,834	\$112,101	\$107,933	\$98,515	\$113,278	\$84,869	\$85,238	\$96,257	\$81,982	\$80,944	\$94,673	\$85,349	\$1,184,973
2015	\$113,438	\$115,026	\$128,575	\$118,282	\$127,008	\$90,659	\$99,414	\$119,166	\$107,160	\$99,436	\$107,394	\$106,966	\$1,332,523
2014	\$86,905	\$90,223	\$83,575	\$87,608	\$114,999	\$83,194	\$86,383	\$103,052	\$119,190	\$96,615	\$101,343	\$109,279	\$1,162,366
2013	\$81,575	\$84,095	\$78,857	\$88,594	\$108,399	\$69,954	\$76,038	\$92,661	\$84,448	\$82,176	\$91,353	\$87,852	\$1,026,002
2012	\$76,182	\$79,173	\$73,628	\$81,661	\$100,901	\$64,794	\$79,473	\$88,392	\$76,641	\$60,890	\$87,159	\$105,230	\$974,124
2011	\$78,998	\$93,104	\$65,476	\$83,507	\$93,953	\$70,399	\$72,121	\$81,841	\$76,174	\$71,819	\$84,522	\$71,003	\$942,918
2010	\$70,849	\$72,537	\$66,287	\$69,364	\$86,286	\$70,868	\$54,779	\$73,192	\$69,685	\$64,455	\$93,443	\$58,872	\$850,618
2009	\$79,109	\$125,392	\$86,622	\$79,704	\$95,830	\$73,457	\$68,319	\$79,191	\$78,551	\$96,167	\$89,024	\$73,646	\$1,025,012

TO: MAYOR AND COUNCIL

FROM: FINANCE / UTILITY DEPARTMENTS

SUBJECT: MONTHLY CUSTOMER SERVICE REPORT

DATE: November 30, 2022

[illegible]

SERVICE ORDER REPORT FY 22-23

[illegible][illegible]

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

SERVICES	FISCAL YEAR 2022-2023												
	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	APR	MAY	JUNE	JULY	AUG.	SEPT.	To Date Total
Days Meals Served	20	19	20	21	19	22	21	20	22	22	21	21	248
Average Daily Meals													
Meals @ Sunset Center	454	429											883
Home Delivered Meals	669	697											1,366
Total Meals	1,123	1,126	-	-	-	-	-	-	-	-	-	-	2,249
Closed Oct. 12-Columbus Day			Closed Good Friday										
Closed Nov. 26 & 27 for Thanksgiving, Nov. 11 Veteran's Day			Closed Memorial Day				Closed (Labor Day)						
Closed for Christmas			Closed July 4th										
Closed Jan. 1st - New Years Day													
Closed Feb.													

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



TO: BRADY CITY COUNCIL
FROM: STEVE THOMAS, CHIEF OF POLICE
THROUGH: ERIN CORBELL, CITY MANAGER

				2023									
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Person Crimes	26	16											42
Property Crimes	16	14											30
Narcotics Crimes	7	20											27
Disturbances	52	59											111
Felony Arrests	9	17											26
Misdemeanor Arrests	23	27											50
Suspicious Person/Vehicle	42	37											79
Bldg. Checks	68	48											116
Mental Health	10	9											19
Felony Warrant	4	4											8
Misd. Warrant	16	6											22
DWI	3	5											8
Alarms	13	11											24
Agency Assist	29	42											71
Public Assist	40	37											77
Escorts	11	11											22
M.I.'s	84	48											132
Follow- up's	20	20											40
Traffic Control	8	2											10
Close Patrols	67	54											121
Civil Matters	25	25											50
Juvenile	5	3											8
Crash Investigation	18	4											22
Welfare Concern	24	25											49
Information	22	50											72
Death Calls	0	0											0
Verbal Warnings	114	81											195
Written Warnings	63	102											165
Citations	92	63											155
	0	0											0
Reports/Supplements	51	58											109
Total Calls	962	898	0	0	0	0	0	0	0	0	0	0	1860
Brady Police Department Abbreviations:													
FV - Family Violence DW - Deadly Weapon PS - Public Servant FI - Financial Instrument CS - Controlled Substance BI - Bodily Injury DOC - Disorderly Conduct													
DWI - Driving While Intoxicated MJ - Marijuana DD - Dangerous Drug DWLI - Driving While License Invalid DWLS - Driving While License Suspended													

2022 RUNS

[illegible]

[illegible]

[illegible]

THROUGH: Erin Corbel, CITY MANAGER

FISCAL YEAR 2022-2023[illegible]

Invoice Register - Airport

INVOICE	DATE	Fisrt Name	Last Name	TYPE	611.00 Rental	6.11.01 T Hangar	611.02 Hangar	815.00 REM	640.1 Tie Down	645.00 Misc	646.00 AvGas	646.01 Jet-A	647.00 Military	FET REM	TOTAL SALE	Price Per Gallon	AvGas Gallons	Jet-A Gallons	Military Jet Gallons
316310	9/28/2022		The Haven	Cash	\$300.00										\$300.00				
316411	11/1/2022			CC								381.5	0	0	\$381.50	5.450000		70	
316412	11/3/2022	Scott	Smith	CC								2261.75	0	0	\$2,261.75	5.450000		415	
316413	11/3/2022		C7158	CC								0	0	1373.5938	61.476	\$1,435.07	4.870900		282
316414	11/3/2022		C7158	CC								0	0	1397.9483	62.566	\$1,460.51	4.870900		287
316415	11/3/2022		C7158	CC								0	0	1446.6573	64.746	\$1,511.40	4.870900		297
316416	11/3/2022		Reynolds Aviation	CC							92.095	0	0	0	\$92.10	5.650000	16.3		
316417	11/4/2022	Robert	Powell	CH	\$145.00							0	0	0	\$145.00				
316418	11/4/2022	Trennen	Merren	CH		\$170.00						0	0	0	\$170.00				
316419	11/4/2022	Dale	Scott	CH		\$85.00						0	0	0	\$85.00				
316420	11/4/2022	Stan	Amyett	CH		\$85.00						0	0	0	\$85.00				
316421	10/4/2022	Mel	Clark	Cash	\$300.00							0	0	0	\$300.00				
316422	11/4/2022		C1758	CC								0	0	1339.4975	59.95	\$1,399.45	4.870900		275
316423	11/4/2022		C1758	CC								0	0	1329.7557	59.514	\$1,389.27	4.870900		273
316424	11/4/2022		C1758	CC								0	0	1295.6594	57.988	\$1,353.65	4.870900		266
316425	11/4/2022	Rick	Morgan	CH		\$85.00						0	0	0	\$85.00				
316426	11/4/2022	Tom	Bowles	CH		\$85.00						0	0	0	\$85.00				
316427	11/4/2022	Richard	Jolliff	CH		\$85.00						0	0	0	\$85.00				
316428	11/4/2022	Michael	Roy	CH		\$85.00						0	0	0	\$85.00				
316429	11/4/2022	Slade	Townsend	CH	\$85.00							0	0	0	\$85.00				
316430	11/4/2022	Ron	Blanks	CC	\$85.00							0	0	0	\$85.00				
316431	11/4/2022	Clint	Rejsek	CC		\$85.00						0	0	0	\$85.00				
316432	11/4/2022	Brant	Glen	CH		\$85.00						0	0	0	\$85.00				
316433	11/4/2022		Day Aircraft	CH	\$700.00							0	0	0	\$700.00				
316434	11/4/2022	Jeff	Smaistrila	CH	\$30.00							0	0	0	\$30.00				
316435	11/4/2022	Hector	Raudry	CH			\$50.00					0	0	0	\$50.00				
316436	11/4/2022	Clay	Powell	CH	\$85.00							0	0	0	\$85.00				
316437	11/4/2022	Billie	Roddie	CH		\$85.00						0	0	0	\$85.00				
316438	11/4/2022	David	Morton	CC	\$85.00							0	0	0	\$85.00				
316439	11/4/2022		LD Services	CC								2675	0	0	\$2,675.00	5.350000		500	
316440	11/5/2022	Michael	Roy	CH							68.93	0	0	0	\$68.93	5.650000	12.2		
316441	11/5/2022		Reynolds Aviation	CC							154.81	0	0	0	\$154.81	5.650000	27.4		282
316442	11/6/2022		Reynolds Aviation	CC							75.145	0	0	0	\$75.15	5.650000	13.3		308
316443	11/6/2022	Al	Lavenue	CC							285.325	0	0	0	\$285.33	5.650000	50.5		294
316444	11/6/2022	Patrick	Nuyten	CC							71.755	0	0	0	\$71.76	5.650000	12.7		275
316445	11/7/2022	Dale	Scott	CH							54.805	0	0	0	\$54.81	5.650000	9.7		270
316446	11/7/2022	K.	Rockwell	CC							0	817.5	0	0	\$817.50	5.450000		150	
316447	11/8/2022		Crider Foods	CC							0	3253.65	0	0	\$3,253.65	5.450000		597	
316448	11/8/2022		C7158	CC							0	0	1375.1166	61.476	\$1,436.59	4.876300		282	
316449	11/8/2022		C7158	CC							0	0	1501.9004	67.144	\$1,569.04	4.876300		308	
316450	11/8/2022		C7158	CC							0	0	1433.6322	64.092	\$1,497.72	4.876300		294	
316451	11/8/2022		C7158	CC							0	0	1340.9825	59.95	\$1,400.93	4.876300		275	
316452	11/8/2022		C7158	CC							169.5	0	0	0	\$169.50	5.650000	30		270
316453	11/9/2022	Ramona	Mensley	CC							0	0	0	0	\$150.00				
316454	11/9/2022	Larry	Curtis	CC	\$150.00						0	0	0	0	\$150.00				
316455	11/9/2022		Skyhorse	CC							555	0	0	0	\$555.00	5.550000	100		

OPS Report - Airport

INVOICE	DATE	SE	ME	Turbine	Jet	HELO
316411	11/1/2022					8
316413	11/3/2022					8
316414	11/3/2022					8
316415	11/3/2022					8
316416	11/3/2022	2				
316417	11/4/2022		4			
316418	11/4/2022	2				
316419	11/4/2022	2				
316420	11/4/2022	2				
316422	11/4/2022					8
316423	11/4/2022					8
316424	11/4/2022					8
316425	11/4/2022	2				
316426	11/4/2022	2				
316427	11/4/2022	2				
316428	11/4/2022	2				
316429	11/4/2022	2				
316430	11/4/2022	2				
316431	11/4/2022	2				
316432	11/4/2022	2				
316435	11/4/2022	2				
316436	11/4/2022	2				
316437	11/4/2022	2				
316438	11/4/2022	2				
316439	11/4/2022				4	
316440	11/5/2022	2				
316441	11/5/2022	2				
316442	11/6/2022	2				
316443	11/6/2022		4			
316444	11/6/2022	2				
316445	11/7/2022	2				
316446	11/7/2022				4	
316447	11/8/2022				4	
316448	11/8/2022					8
316449	11/8/2022					8
316450	11/8/2022					8
316451	11/8/2022					8
316452	11/8/2022					8
316453	11/9/2022		4			
316455	11/9/2022					8
316456	11/10/2022			4		
316458	11/10/2022					8

316459	11/11/2022	2				
316460	11/11/2022				4	
316461	11/11/2022			4		
316462	11/12/2022	2				
316463	11/15/2022		4			
316464	11/16/2022				4	
316465	11/16/2022	2				
316466	11/16/2022	2				
316467	11/16/2022					8
316468	11/16/2022	2				
316470	11/17/2022	2				
316472	11/18/2022	2				
316473	11/19/2022	2				
316474	11/20/2022	2				
316475	11/22/2022	2				
316476	11/22/2022				4	
316477	11/22/2022		4			
316478	11/26/2022			4		
316479	11/26/2022				4	
316480	11/26/2022			4		
316481	11/28/2022		4			
316482	11/28/2022	2				
316483	11/29/2022	2				
316484	11/29/2022				4	
316485	11/30/2022	2				
TOTAL Ops		68	24	16	32	120



**Building Permit Department
Monthly Report
FY 2022**

[illegible]

**Code Enforcement
Monthly Case Load
FY 2022**

Violations

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

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Cases

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

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Utility Inspections	238	201	187	208	221
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Municipal Court Monthly Report
NOVEMBER 2022

Criminal Section	Traffic			Traffic Non-Traffic		
	Non-Parking	Traffic Parking	City Ordinance	Penal Code	Non-Traffic State Law	City Ordinance
1. Total Cases Pending First of the Month:	2,815	1	0	1,403	8	85
a. Active Cases	1,682	1	0	923	5	76
b. Inactive Cases	1133	0	0	480	3	9
2. New Cases Filed	76	0	0	22	0	3
3. Cases Reactivated	47	0	0	10	0	0
4. All other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket	1,805	1	0	955	5	79
6. Dispositions Prior to Court Appearance or Trial:						
a. Uncontested Dispositions	79	0	0	0	17	0
b. Dismissed by Prosecuton	0	0	0	0	0	0
7. Dispositions at Trial:						
a. Convictions:						
1) Guilty Plea or Nolo Contendere	6	0	0	2	0	0
2) By the Court	0	0	0	0	0	0
3) By the Jury	0	0	0	0	0	0
b. Acquittals:						
1) By the Court	0	0	0	0	0	0
2) By the Jury	0	0	0	0	0	0
c. Dismissed by Prosecution	0	0	0	0	0	0
8. Compliance Dismissals:						
a. After Driver Safety Course	6					
b. After Deferred Disposition	0	0	0	0	0	0
c. After Teen Court	0	0	0	0	0	0
d. After Tobacco Awareness Course					0	
e. After Treatment for Chemical Dependency				0	0	
f. After Proof of Financial Responsibility	2					
g. All other Transportation Code Dismissals	3	0	0	0	0	0
9. All other Dispositions	0	0	0	0	0	0
10. Total Cases Disposed	96	0	0	19	0	0
11. Cases Placed on Inactive Status	59	0	0	0	2	1
12. Total Cases Pending End of Month:	2,795	1	0	1,406	8	88
a. Active Cases	1,650	1	0	934	5	78
b. Inactive Cases	1,145	0	0	472	3	10
13. Show Cause Hearings Held	0	0	0	0	0	0
14. Cases Appealed:						
a. After Trial	0	0	0	0	0	0
b. Without Trial	0	0	0	0	0	0

Additional Activity	Total
Cases in Which a Fine and Court Costs Satisfied by Community Service	
a. Partial Satisfaction	0
b. Full Satisfaction	0
Cases in Which Fine and Court Costs Satisfied by Jail Credit	57
Cases in Which Fine and Court Costs Waived for Indigency	0
Amount of Fines and Court Costs Waived for Indigency	\$0.00
18. Fines, Court Costs and Other Amounts Collected:	
a. Kept By City	\$10,297.05
b. Remitted to State	\$6,487.48
c. Total	\$16,784.53
Arrest Warrants Issued	67

Civil Section	Total Cases
1. Total Cases Pending First of Month	315
a. Active Cases	272
b. Inactive Cases	43
2. New Cases Filed	6
3. Cases Reactivated	0
4. All other Cases Added	0
5. Total Cases On Docket	278
6. Uncontested Civil Fines or Penalties	4
7. Default Judgments	2
8. Agreed Judgments	0
9. Trial/Hearing by Judge/Officer	1
10. Trial By Jury	0
11. Dismissed for Want of Prosecution	0
12. All Other Dispositions	0
13. Total Cases Disposed	7
14. Cases Placed on Inactive Status	1
15. Total Cases Pending End of Month:	314
a. Active Cases	270
b. Inactive Cases	44
16. Cases Appealed:	
a. After Trial	0
b. Without Trial	0

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

Presiding Judge: Justin Tyler Owens
Prepared by Court Clerk Valerie Gonzalez
Official Report Submitted to The Office of Court Administration 12-08-2022