



CITY OF BRADY COUNCIL AGENDA REGULAR CITY COUNCIL MEETING NOVEMBER 21 2023 AT 6:00 PM

NOTICE is hereby given of a meeting of the City Council of City of Brady, McCulloch County, State of Texas, to be held at **6:00** p.m. November 21, 2023, at the City of Brady Municipal Court Building located 207 S. Elm St., Brady, Texas, for the purpose of considering the following items. The City Council of the City of Brady, Texas, reserves the right to meet in closed session on any of the items listed below should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

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

2. INVOCATION & PLEDGE OF ALLEGIANCE

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

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

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

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

A. Approval of Minutes for Regular Meeting on November 7, 2023

Aaron Garcia
Mayor

Larry Land
Council Member Place 1

Missi Elliston
Mayor Pro Tem
Council Member Place 2

Jeffrey Sutton
Council Member Place 3

Felix Gomez, Jr.
Council Member Place 4

Gabe Moreno
Council Member Place 5

Erin Corbell
City Manager

Tina Keys
City Secretary

Sharon Hicks
City Attorney

5. PRESENTATIONS

WarrenCAT representative Jamey West presentation of heavy equipment sales & services supporting city landfill

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.

6. PUBLIC HEARING:

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 approving Resolution 2023-021 authorizing the city manager to execute an equipment lease extension with Caterpillar Financial Services Corporation for the existing 816K Compactor at the city land
- B. Discussion, consideration and possible action authorizing the city manager sign a sales quote with WarrenCAT, San Angelo, TX, an action committing City Council to a future lease/purchase agreement with Caterpillar Financial Services Corporation for an 816K Compactor for city landfill operations.
- C. Discussion, consideration and possible action to approve the **second and final reading of Ordinance 1372** amending the average monthly payment agreement billing program for the payment of water, sewer, gas, electric and/or trash services.
- D. Discussion, consideration and possible action regarding the **second and final reading of Ordinance 1369** of the City of Brady, Texas to adopt Minimum Standards for Commercial Operators and Airport Tenants at the Curtis field Airport in Brady Texas and repealing Ordinance 840.
- E. Discussion, consideration and possible action regarding the **second and final reading of Ordinance 1370** of the City of Brady, Texas providing Rules and Regulations for the efficient and safe operation of the Curtis Field Municipal Airport and repealing Ordinance 841.
- F. Discussion, consideration and possible action regarding the **second and final reading of Ordinance 1371** of the City of Brady, Texas amending Ordinance 1366, a Schedule of Fees for the Administration of Utility Rates, Programs, Regulations and other Operations of the City; adding a Ramp/Landing Fee for Curtis Field Municipal Airport.
- G. Discussion, consideration and possible action regarding City board appointments to fill vacancies. Applicants for consideration – Lisa Moreno
- H. REMOVE FROM THE TABLE:
Discussion, consideration and possible action awarding bid for remodel of 607 W. 11th to house Brady Police Department

8. STAFF REPORTS

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

November 23	HAPPY BIRTHDAY JEFFREY SUTTON
Nov. 23, 24	Thanksgiving Holiday, City offices closed, altered trash schedule
December 5	City Council Work Session – Personnel Policy Manual review
December 5	Regular City Council Meeting, 6:00 / Work Session, 5:00 p.m.
December 13	City Employee Christmas Party, 6:00, Civic Center
December 15	Joint City Council / Charter Review Committee meeting with C. Zech
December 19	Regular City Council Meeting, 6:00 / Work Session, 5:00 p.m.
Dec. 25-26	Christmas Holiday, City offices closed, altered trash schedule
Jan 1, 2024	New Year's Day Holiday, City offices closed, altered trash schedule

9. ANNOUNCEMENTS

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

10. EXECUTIVE SESSION

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

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

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 November 7, 2023 at 6:00 p.m. with Mayor Aaron Garcia presiding. Council Members present were Missi Elliston, Gabe Moreno, Larry Land, and Felix Gomez, Jr. Council Member Jeffrey Sutton was absent. City staff present were City Manager Erin Corbell, Public Works Director Steven Miller, Finance Director Lisa McElrath, Police Chief Randy Batten, Airport Manager Lisa Perry, Airport Lead Lineman Scott Griffin, and City Secretary Tina Keys. Also in attendance were Charles Bush, Lynn Farris, Chris Martin, Heath Evans, Amanda Nuncio, Fred Nuncio, Lisa Selensky, Lawrence Selensky, and Tony Groves.

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

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

2. INVOCATION AND PLEDGE OF ALLEGIANCE

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

3. PUBLIC COMMENTS

Amanda Nuncio and Fred Nuncio elected to make their comments during the agenda item.

4. CONSENT AGENDA

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

Council Member Elliston said the change requested on the previous minutes should reflect Misty Boggs and not Missy Boggs. Council Member Elliston moved to approve the Consent Agenda as amended. Seconded by Council Member Moreno. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.

5. PRESENTATIONS:

There were no presentations

6. PUBLIC HEARINGS AND INDIVIDUAL CONCERNS ON PUBLIC HEARING

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

There was no Public Hearing as the P & Z meeting was cancelled - will be brought back at a later time

7. INDIVIDUAL CONCERNS

- A. Discussion, consideration and possible action regarding the **second and final reading of Ordinance 1368** of the City of Brady, Texas to amend FY 2024 Budget transferring unfinished FY 2023 projects to the FY 2024 Budget Cycle. Lisa McElrath presented. Council Member Elliston moved to approve the second and final reading of Ordinance 1368. Seconded by Council Member Moreno. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.
- B. Discussion regarding short term rentals in the City of Brady. Erin Corbell presented with Attorney Sharon Hicks and Planner Jon James on zoom. Erin said our current ordinance was presented in 2003 before short term rentals were popular. The gentleman asking P & Z for the zoning change, none of our zoning uses allows him what he wants to do. City Council needs to have a conversation on how to manage short term rentals. Erin said she doesn’t think short term rentals need to be heavily regulated, but does think we need to have them registered and make sure appropriate taxes are collected. Planner James said he was looking for

direction on how the City wants to proceed. Erin said this discussion is just intended to get the thought process going and there will be further discussions. In the city of Abilene, it's treated like any other house but you have to register with the city. There has been some recent legislation on how short-term rentals are addressed. Council Member Land asked about the current airbnb's in Brady. Erin said they opened without checking with the city. Sharon Hicks said we would want to put out a notice on what is required so they can register. Council Member Moreno said how do we determine if it's a short term rental. Erin said there is a company that does our hotel motel audits and they do a comprehensive overview of our area. Erin said we will address in our zoning use charts. No action was taken. Sharon Hicks introduced Jon James as a certified planner who recently joined their firm and will be assisting the City in its planning updates.

- C. Discussion, consideration and possible action regarding the **first reading of Ordinance 1367** of the City of Brady, Texas granting a zoning change from Commercial District to Two Family District for property located at 300 S. Pecan St. in the Luhr Subdivision, Block 18, Lot No. E/2. There was no action taken
- D. Discussion, consideration and possible action regarding **Resolution 2023-018** voting for McCulloch County Appraisal District Board of Directors for 2024-2025. Erin Corbell presented. Council Member Elliston moved to approve Resolution 2023-018 giving 91 votes to Gabe Moreno and 92 votes to Larry Land. Seconded by Council Member Gomez. All Council Members voted "aye" and none "nay". Motion passed with a 4 – 0 vote.
- E. Discussion, consideration and possible action regarding the **first reading of Ordinance 1369** of the City of Brady, Texas to adopt Minimum Standards for Commercial Operators and Airport Tenants at the Curtis field Airport in Brady Texas and repealing Ordinance 840. Lisa Perry presented. Council Member Land moved to approve the first reading of Ordinance 1369. Seconded by Council Member Moreno. All Council Members voted "aye" and none "nay". Motion passed with a 4 – 0 vote.
- F. Discussion, consideration and possible action regarding the **first reading of Ordinance 1370** of the City of Brady, Texas providing Rules and Regulations for the efficient and safe operation of the Curtis Field Municipal Airport and repealing Ordinance 841. Lisa Perry presented. Council Member Elliston moved to approve the first reading of Ordinance 1370. Seconded by Council Member Land. All Council Members voted "aye" and none "nay". Motion passed with a 4 – 0 vote.
- G. Discussion, consideration and possible action regarding the **first reading of Ordinance 1371** of the City of Brady, Texas amending Ordinance 1366, a Schedule of Fees for the Administration of Utility Rates, Programs, Regulations and other Operations of the City; adding a Ramp/Landing Fee for Curtis Field Municipal Airport. Lisa Perry presented. Council Member Elliston moved to approve the first reading of Ordinance 1371. Seconded by Council Member Gomez. All Council Members voted "aye" and none "nay". Motion passed with a 4 – 0 vote.
- H. Discussion, consideration and possible action regarding approval of **Resolution 2023-020** authorizing the Mayor to approve submission and acceptance of a grant through the Texas Department of Transportation for Routine Airport Maintenance (RAMP Grant) at Curtis Field Airport for Fiscal Year 2024, in an amount not to exceed \$100,000 and authorizing compliance with the grant terms; and providing an effective date. Lisa Perry presented. Council Member Elliston asked if one of the requirements to get the grant is that we have a 20 year obligation to own the airport. Lisa said every grant does. Council Member Moreno moved to approve Resolution 2023-020. Seconded by Council Member Land. All Council Members voted "aye" and none "nay". Motion passed with a 4 – 0 vote.
- I. Discussion, consideration and possible action authorizing the city manager to execute a purchase order for a 623K Scraper from Warren CAT, San Angelo, TX and approve **Resolution 2023-019** to enter into a

lease/purchase agreement with CAT Financial Services. Steven Miller presented. Council Member Gomez moved to have city manager execute a purchase order for 623K Scraper with Warren CAT – San Angelo for \$1,009,472.90 and approve Resolution 2023-019 to enter into a lease purchase agreement with CAT financial. Seconded by Council Member Land. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.

J. Discussion, consideration and possible action to approve the **first reading of Ordinance 1372** amending the average monthly payment agreement billing program for the payment of water, sewer, gas, electric and/or trash services. Lisa McElrath presented. Council Member Elliston moved to approve the first reading of Ordinance 1372. Seconded by Council Member Land. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.

K. REMOVE FROM THE TABLE: Council Member Elliston moved to remove item from the table. Seconded by Council Member Land. Three Council Members voted “aye” and Council Member Moreno voting “nay”. Motion passed with a 3-1 vote .

Discussion, consideration and possible action awarding bid for remodel of 607 W. 11th to house Brady Police Department. Mayor Garcia said nobody on council wants to raise taxes. Staff did discuss the possibility. Mayor Garcia said he has worked with staff and they believe they have come up with another possibility that will not affect taxes. Amanda Nuncio said people should have a choice and asked why a C.O. instead of a Bond. Nuncio asked if all options have been looked at. She said council was just going to sign a C.O. and that's not right. Council Member Elliston said that's not true, the options were discussed. Amanda said to award the bid, you have to have the financing. Where is it going to come from. Council Member Elliston said we have cash to pay for the majority of the police station already. It has been discussed to reduce the fund balance as well. Erin said Friday C.O and bonds both were discussed. It was just a discussion. Council could choose. Amanda asked what Council decided. Mayor Garcia said they did not decide. Erin said there is a process for C.O.'s which include having a public hearing, that also gives voters the right to petition that the issuance of C.O.'s be placed on a ballot. Erin said they were just giving multiple options. Council Member Elliston said they did not vote to raise taxes. Council Member Elliston said if we have to raise anything, she would rather raise utility rates. The majority of people have utilities. If we put the burden on taxpayers only, it's not fair. Mayor Garcia said we understand we are in a recession. We see it, we feel it. Staff has to offer every option available and that's where this came from. Nobody wants to raise taxes. There was some confusion that got out. We are not looking at raising taxes. We will exhaust every option before it would come to that. Fred Nuncio said when they get these bids, they would like to look at some of that. There are ways to do things a lot cheaper. Erin gave Fred a copy of the bid documents to look at. Mayor Garcia said past councils and this council does want more work to stay in Brady. He doesn't know if it was a lack of communication or a lack of local bids, but they want to try to get the local people. They delayed awarding a previous bid on a separate topic because they wanted to give an opportunity for local people to bid. Council Member Moreno said staff did reach out to local companies and we didn't get one bid on it. Shiela Hemphill said the public is not aware of the mandates that are put on municipalities. She would like to put a moratorium on any new debt. She would plead with council to be very cautious on expenditures. Mayor Garcia said we understand and are having to get creative. Public safety is our main concern and we have to make sure we can handle that. We want to be as transparent as possible. Erin said we have an email distribution list for council agendas and Amanda can be added. Heath Evans asked about costs. Council Member Elliston said cost comparisons for new build was over \$8 million and that was in 2020. The prices

just keep going up. Prices for PD came in under anticipated amount. Amanda asked what was being done at the cafeteria. Erin reviewed and told her we have plans they can look at. Council Member Elliston said that building was purchased for the senior center. Because of regulations, it wasn't feasible. It was going to be \$1 million to benefit only a few citizens. We need to utilize what we currently have. Council Member Moreno said we think it's a lot of money too but there are a lot of regulations and rules. Shiela asked what are the rules. Erin said they're listed on the bid documents. Mayor Garcia said on Monday we are meeting with the contractor to see where we can cut costs. Mayor Garcia said previous council has thoroughly looked at all the options. There were issues that need to be considered. He believes the financing side will be handled. Council Member Land asked the Nuncios what type of construction work they do? Fred said everything. Council Member Land asked if they have bid on public works before. They said yes. He asked if they monitor when they come up for bid. Amanda said you would think they would get a phone call. They have never bid here. Council Member Land said stuff goes out and we would love to get input from local contractors. Erin said they can register with the purchasing office and when something comes up within their scope, they will be notified. Amanda said these contractors are not building the buildings. Council Member Moreno asked Steven Miller how that works. Miller said the issue is the bonding requirements that have to be met. Miller said the general contractor hires the subs, but they front the bonding aspect. Amanda said they can bond and insure. Erin said again, she had to present all options to council. The intention was always to pay cash. Currently we are short moving forward on the fire department, so she had to present options. Erin said we can wait on the fire department, so we're ok with sitting on the sale of the land until we can get the best price. Council Member Land said we're just looking at our options. Council Member Elliston said the costs of these projects just keep going up. We have got to do something. Our fire department is in very bad shape. Council Member Elliston suggested they tour the facility and see what they're working with. Erin said on the west side of the wall, the wall is separating, and the top floor is sliding. There is a sewage issue we haven't been able to get a plumber to touch. There is mold. Heath Evans said you can build a metal building that will suffice for less than 6 million dollars. James Stewart said if a non-profit can build, can the city lease? We're dealing with a volunteer dept mixing with a municipality and all the complications. Erin said there is nothing to prevent that. James Stewart said the volunteer fire department has discussed it for years but it has never been followed through. James said speaking on behalf of the VFD, that idea has been kicked around, but he will see what they can come up with. Heath said tear down the fire station and build a new one on the same site. Erin said that if they build on the same site, it will still need to be a two story facility. James said a lot of ideas have come up. Shiela Hemphill asked James Stewart if the G. Rollie White Foundation has been approached. James said no because there is so much dealing with paid fire, volunteer fire, EMS. Mayor Garcia said there are a ton of ideas. He thinks there are things we could do that could change that \$4M price tag and we will address that. Amanda asked if PD is having problems too. Chief Randy Batten said yes, they are having issues too. Mayor Garcia said there are security issues with the police department; a lot of different state regulations. Mayor Garcia said he agrees the price is a shock. We need to work through the plans. He advised the public to continue to come to these meetings so they can stay informed. Heath Evans asked who does the city have construction wise that can be the eyes of the city. Council Member Moreno said some of the issues with contractors you get the low bid, then there are add on's. They know what our budget is, all of a sudden our bill is higher. We do need somebody. Our Public Works director usually does that. Council Member Moreno said we just hired Bureau Veritas, that should be in the conversations. Miller said the schedule values is the most important document – the line by line. That

will be your road map on how to reduce costs. Mayor Garcia said council does question everything. Council Member Moreno said we are going to ask questions when it comes to this kind of money. Council Member Moreno said there is so much more to getting things done. He understands the older council wants to get things done, but the new council is going to ask all the questions. Council Member Gomez said he is learning and soaking it all in. His goal is to do what's right for the citizens. He feels like sometimes we get rushed. He has seen the fire department. It really is unsafe. It's pretty sad. It's time. But he doesn't know if we have to do everything all at once. Council Member Elliston said that's why it is broken up into two projects. Council Member Gomez said we do try to go through everything we can to make the right decisions. We will work together. His goal is to keep everybody informed. Council Member Moreno moved to table. Seconded by Council Member Gomez. Council Member Elliston said she wanted to clarify how much time we have on the bid. Erin believes the low bid will be honored for about 45 additional days. All Council Members voted "aye" and none "nay". Motion passed with a 4 – 0 vote.

8. STAFF REPORTS

A. Upcoming Special Events/Meetings:

November 10	Special Joint Meeting with Charter Review Commission, 1:00 p.m.
November 10	Veteran's Day Holiday, City offices closed, altered trash schedule
November 21	Regular City Council Meeting, 6:00
November 23	HAPPY BIRTHDAY JEFFREY SUTTON
Nov. 23, 24	Thanksgiving Holiday, City offices closed, altered trash schedule
December 5	Regular City Council Meeting, 6:00
December 19	Regular City Council Meeting, 6:00
Dec. 25-26	Christmas Holiday, City offices closed, altered trash schedule

9. ANNOUNCEMENTS

Erin said our annual employee Thanksgiving lunch is Friday the 17th and council is welcome to attend.

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:

Regular session was recessed at 7:39 p.m. Executive Session was opened at 7:50 p.m. and closed at 8:30 p.m.

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

There was no action as a result of Executive Session.

12. ADJOURNMENT

There being no further business, Mayor Garcia adjourned the meeting at 8:31 p.m.

Aaron Garcia, Mayor

Attest: _____

Tina Keys, City Secretary

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

AGENDA DATE:	11-21-2023	AGENDA ITEM	7. A.
AGENDA SUBJECT: Discussion, consideration, and possible action approving Resolution 2023-021 authorizing the city manager to execute an equipment lease extension with Caterpillar Financial Services Corporation for the existing 816K Compactor at the city landfill.			
PREPARED BY:	L. McElrath	Date Submitted:	11-16-2023
EXHIBITS:	Lease Extension Agreement – 816K Compactor Resolution 2023-021		
BUDGETARY IMPACT:	Required Expenditure:	\$72,342.38	
	Amount Budgeted (all leases):	\$315,000.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			

SUMMARY:

Currently, the 816K compactor at the city landfill is reaching the end of its 5-year lease/purchase agreement. It is the City's habit to structure landfill lease agreements with a final balloon payment equal to the trade in value of the machine. The current lease balloon payment due is \$145,945.51. WarrenCAT of San Angelo, TX has informed city staff that equipment of this nature is not currently available and has a lead time of approximately ten to twelve months, once a sales order is in place. In order to keep operations running at the landfill a lease extension is needed for this equipment. Caterpillar Financial Services Corporation is offering the following lease extension terms:

- 24 monthly payments @ 6.99% = \$6,576.58 x 11 months (FY 24) = \$72,342.38

The lease proposed monthly lease payment is slightly less than the current lease and is fully accounted for in the FY 24 budget allocation.

Once the new compactor is available, it is the intent to trade-in the current compactor to pay off this lease agreement, and a new lease agreement will be presented for the new compactor at such time. This action is expected to occur at the end of the fiscal year or early fiscal year 2025.

RECOMMENDED ACTION:

Mayor: “Do I have a motion to approve Resolution 2023-021 authorizing the city manager to execute the proposed lease agreement?

Mayor calls for a motion:

Move to approve Resolution 2023-021 authorizing the city manager to enter into a lease agreement with Caterpillar Financial Services Corporation in the amount not to exceed \$146,904.36.

RESOLUTION #2023-021

A RESOLUTION REGARDING A LEASE-PURCHASE AGREEMENT FOR THE PURPOSE OF LEASING A "816K Compactor"

WHEREAS City of Brady desires to enter into certain Financing Agreement, by and between Caterpillar Financial Services Corporation and the City of Brady, for the purpose of financing a "816K Compactor." The City of Brady desires to designate this Agreement as a "qualified tax-exempt obligation" of the City of Brady. The City of Brady desires to designate the City Manager as an authorized signer of the Agreement.

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

Section 1. That the City of Brady enters into a Governmental Equipment Lease-purchase Agreement with Caterpillar Financial Services corporation for the purpose of lease purchasing a "816K Compactor."

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

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

This Resolution has been PASSED and APPROVED by the Council of the City of Brady in a meeting held on the 21st day of November 2023.

City of Brady	Witness Signature
Name: Aaron Garcia Title: Mayor	Name: Tina Keys Title: City Secretary

Governmental Equipment Lease-Purchase Agreement
Contract Number 001-70124227



1. PARTIES

LESSOR ("we", "us", or "our"):

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE ("you" or "your"):

CITY OF BRADY, TEXAS
P.O. BOX 351
BRADY, TX 76825-0351

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name	SERIAL/VIN Unique ID number for this Unit	MONTHLY LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you.
---	--	--	---------------------	---

1 Used 2019 Caterpillar 816K Landfill Compactor LT600102 SEE ATTACHMENT \$1.00

TERMS AND CONDITIONS

3. **Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us according to the attached payment schedule; provided that all amounts owing hereunder will be due by the final lease payment date. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at CATERPILLAR FINANCIAL SERVICES CORP., P.O. BOX 730681, DALLAS, TX 75373-0681 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancellation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement.** As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 6.99% per annum.

4. **Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.

5. **Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.

6. **Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**

7. **Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding

any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.
9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.
10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.
11. **11. Insurance; Loss and Damage** You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for

such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.
13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.
14. **Title; Return of Units** Notwithstanding our designation as "Lessor," we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred, and you have not exercised your right of non-appropriation. If an Event of Default

occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

SIGNATURES

LESSOR

CATERPILLAR FINANCIAL SERVICES
CORPORATION

Signature

Name (Print)

Title

Date

15. Other Documents In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B and a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iii) any other documents or items required by us.

16. Applicable Law This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

LESSEE

CITY OF BRADY, TEXAS

Signature

Name (Print)

Title

Date

This Amendment (the "Amendment"), dated _____ (the "Effective Date"), to the Governmental Lease-Purchase Agreement (the "Agreement") for the Transaction Number set out above is by and between the parties identified below.

1. PARTIES

LESSOR:

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE:

CITY OF BRADY, TEXAS
P.O. BOX 351
BRADY, TX 76825-0351

2. TERMS AND CONDITIONS

- a) Capitalized terms used but not defined herein will have the meaning given them in the Agreement.
- b) Except as provided herein, the Agreement will remain unchanged and in full force and effect in accordance with its terms. Any additional modifications are null and void unless approved in writing by you and us. Nothing herein will be deemed to be a waiver or amendment of any other provision contained in the Agreement or any of our rights or remedies under the Agreement.
- c) As of the Effective Date, the Agreement is amended as set forth below.

3. AMENDMENT

Section 7 of the Agreement is amended and restated in its entirety as follows:

7. Annual Right of Termination. You may terminate this Agreement as of the last day of any fiscal year during the term hereof by giving us sixty (60) days prior written notice (although the failure to give such notice will not affect your right to terminate this Agreement as provided herein). In the event you terminate this Agreement during the term hereof pursuant to this Section, you will, no later than the last day of such fiscal year, return to us all, but not less than all, of the Units, at your sole expense and in accordance with the terms of this Agreement. Upon such return, this Agreement will terminate as of the last day of such fiscal year (the "Termination Date"). Thereafter, you will not incur any additional obligations under this Agreement, provided, however, that you must pay all Lease Payments and other Payments due prior to the Termination Date or attributable to such period, and provided, further, that you must pay month-to-month lease payments at the rate set forth in this Agreement for each month or part thereof that you fail to return the Units.

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature _____

Name (Print) _____

Title _____

Date _____

CITY OF BRADY, TEXAS

Signature _____

Name (Print) _____

Title _____

Date _____

Purchase Agreement
Contract Number 001-70124227



This Purchase Agreement is between **Non-Dealer Business** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

Description of Unit(s)	Serial#	VIN #	Freight	Total Price
(1) 816K CATERPILLAR Landfill Compactor	LT600102		\$	\$146,904.36

Lessee:	Subtotal	\$146,904.36
CITY OF BRADY, TEXAS	Federal Excise Tax	\$0.00
P.O. BOX 351	Other Tax	\$0.00
BRADY, TX 76825-0351	Total Purchase Price	\$146,904.36
	Unit(s) Delivery Point:	
	VACINITY OF BRADY	
	BRADY, TX 76825	

See next page for additional terms and conditions.

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

City of Brady, TEXAS

Signature _____

Signature _____

Name (Print) _____

Name (Print) _____

Title _____

Title _____

Date _____

Date _____

Additional Terms and Conditions
Contract Number 001-70124227



1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.
2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non-master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing, which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).
3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).
4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.
5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).
6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.
7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.
8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.
9. This Purchase Agreement shall become effective only upon execution by Cat Financial.

Payment Schedule
Contract Number 001-70124227



1. PARTIES

LESSOR

CATERPILLAR FINANCIAL SERVICES CORPORATION

LESSEE

CITY OF BRADY, TEXAS

2. PAYMENT SCHEDULE

<u>PAYMENT NUMBER</u>	<u>PAYMENT DATE</u>	<u>PAYMENT AMOUNT</u>
1 - 24		\$6,576.58
25		\$1.00

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature

Name (Print)

Title

Date

CITY OF BRADY, TEXAS

Signature

Name (Print)

Title

Date

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

AGENDA DATE:	11-21-2023	AGENDA ITEM	7.B.
AGENDA SUBJECT: Discussion, consideration, and possible action authorizing the city manager to sign a sales quote with WarrenCAT, San Angelo, TX, an action committing City Council to a future lease/purchase agreement with Caterpillar Financial Services Corporation for an 816K Compactor for city landfill operations.			
PREPARED BY:	S.Miller	Date Submitted:	11/16/2023
EXHIBITS:	WarrenCAT Sales Quote – 816K Compactor 816K Compactor image		
BUDGETARY IMPACT:	Required Expenditure:	\$0.00	
	Amount Budgeted (all leases):	\$0.00	
	Appropriation Required:	\$0.00	
CITY MANAGER APPROVAL:			

SUMMARY:

Currently, the 816K Compactor at the city landfill is at the end of its 5-year lease/purchase agreement with WarrenCAT. In discussions with WarrenCAT on exchanging the existing compactor equipment and establishing a new lease/purchase agreement for a new compactor it has been revealed that there is an approximate twelve (12) month lead-time for a replacement compactor. This is apparently due to continued supply chain constraints from the COVID-19 pandemic. To minimize any further delays, WarrenCAT is offering a sales quote to secure an equipment assembly slot for the compactor. The sales quote commits the City Council to enter into a future lease/purchase agreement with Caterpillar Financial Services Corporation and as shown in the exhibit the sales price quote is \$688,290.00.

RECOMMENDED ACTION:

Mayor: “Do I have a motion to authorize the city manager to sign a sales quote with WarrenCAT for an 816K Compactor for city landfill operations?”

Mayor calls for a motion:

Move to have city manager enter into a sales quote with WarrenCAT – San Angelo.



Quote 277927-01

October 26, 2023

CITY OF BRADY
PO BOX 351
BRADY
Texas
76825-0351

Attention: JIM KIDD

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

One (1) New Caterpillar Model: 816 Wheel Dozers with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: FACTORY ORDER **SERIAL NUMBER:** TBD **YEAR:** 2024 **SMU:** new

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

BUYBACK AMOUNT: \$160,000.00 BASED ON 5YEARS/5000HOURS.

Sincerely,

Jamey West
Machine Sales Representative

One (1) New Caterpillar Model: 816 Wheel Dozers with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

POWERTRAIN -Advanced Productivity Electronic Control -Shifting (APECS) -Air to air aftercooler -Brakes, full hydraulic, enclosed, wet -multiple disc service brakes -Electro-hydraulic parking brake -Electronic Clutch Pressure Control -(ECPC) -Engine, CAT C7.1

-Engine driven cooling fan (suction) -Fuel priming pump (electric) -Fuel to air cooler -Ground level engine shutoff -Radiator, unit core -Starting aid (ether) -Throttle lock -Transmission, planetary with 2F/2R -speed range control -Torque converter -

ELECTRICAL -Alarm, back-up -Alternator, 150-amp -Batteries, maintenance free -Electrical system, 24V -Ground level lockable master disconnect -switch -Light, warning unswitched (LED strobe) -Lighting system (front & rear) -Starter, electric -Starting receptacle for emergency start

OPERATOR ENVIRONMENT -AccuGrade mapping (ready) -A/C with roof mounted condenser -Cab, sound-suppressed pressurized, -internal four-post rollover protective -structure (ROPS/FOPS), radio ready for -entertainment includes antenna, -speakers, converter (12-volt 10/15-amp) -and power port -Cab glass, laminated and tinted, -rubber mounted -Cab pre-cleaner, powered -Camera, rear vision -Coat and hard hat hooks -Electro-hydraulic controls -(floor mounted) -Finger tip shifting controls -Flip-up armrest -Heater and defroster -Horn, trumpet -Implement hydraulic lockout -Instrumentation, gauges: --Engine coolant temperature --Fuel level --Hydraulic oil temperature --Speedometer/Tachometer --Torque convertor temperature -Instrumentation, warning indicators: --Action alert system, three category --Brake oil pressure --Electrical system, low voltage --Engine failure malfunction alert and -action lamp --Parking brake status -Light, dome (cab) -Lunch box and beverage holders -Mirror, internal (panoramic) -Mirrors, heated, rearview (externally -mounted) -Premium plus seat containing forced -air heating and cooling, 2-way thigh -adjustment, power lumbar and back -bolster adjustment, ride stiffness -adjustment, dynamic end dampening, -and leather finish -Radio, CB (ready) -Seat belt, retractable, 76mm (3") -2-point, milder -STIC control system with lockout -Sun visor (front) -Transmission gear (indicator) -Product Link Elite: --VIMS --Graphical information display --External data port --Customizable operator profiles --Event indicator light on rear grill -Wet-arm wipers/washers (front and rear), -intermittent wipers (front and rear)

GUARDS -Guards, axle (front and rear) -Guard, cab window -Guards, crankcase and powertrain, hinged -Guard, driveshaft -Guard, radiator -

OTHER STANDARD EQUIPMENT -Doors, service access (locking) -Ecology drains for engine, radiator, -transmission, hydraulic tank -Engine, crankcase, 500 hour interval -with CJ-4 oil -Emergency egress -Fire suppression (ready) -Fuel tank, 523 L (138 gal) -Hitch, drawbar with pin -Hoses, Cat XT(TM) -Hydraulic, engine, and transmission -oil coolers -Oil change system, high speed -Oil sampling valves -Steering, load sensing -Total hydraulic filtration system -Vandalism protection caplocks -Venturi stack

MACHINE SPECIFICATIONS

816 11A LANDFILL COMPACTOR	581-6781
LANE 3 ORDER	0P-9003
AXLES, NO-SPIN FRONT + REAR	446-6769
LIGHTS, STANDARD	489-2326
PRODUCT LINK, CELLULAR PLE641	578-9008
FAN, REVERSING	568-2455
WHEELS, COMBINATION TIPS	457-7819
PRECLEANER, STANDARD	599-3701
STRIKER BARS W/CLEANER FINGERS	606-9055
BULLDOZER, STRAIGHT BLADE	446-6763
FILMS, ANSI	583-2799
HEATER, ENGINE BLOCK, 120V	265-7724
PREMIUM CORP RADIO (12V)	452-1394
SOUND SUPPRESSION	599-4691
FILM, AM-NORTH	504-1365
PACK, DOMESTIC TRUCK	0P-0437

SELL PRICE	\$688,290.00
EXT WARRANTY	Included
NET BALANCE DUE	\$688,290.00
HET: HET TOM GREEN CO TAX (0.185%)	\$1,273.34
AFTER TAX BALANCE	\$689,563.34

WARRANTY

Standard Warranty: Standard 12 Month Unlimited Hour Full Machine Coverage
 Extended Coverage: 60month/5000hr premier tier 4 warranty

F.O.B/TERMS:

Delivered

PAYMENT TERMS**Lease Terms**

CASH WITH ORDER	BALANCE TO LEASE	TERM	MONTHLY PAYMENT	RATE	OPTIONAL BUY-OUT	AMOUNT
\$0.00	\$689,863.34	60(monthly)	\$11,732.17	8	\$160,000.00	\$688,290.00

The above lease is based on the following:

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

Accepted by _____ on _____

Signature



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

AGENDA DATE:	11-21-23	AGENDA ITEM	7.C.
AGENDA SUBJECT: Discussion, consideration and possible action to approve the second and final reading of Ordinance 1372 amending the average monthly payment agreement billing program for the payment of water, sewer, gas, electric and/or trash services.			
PREPARED BY:	Lisa McElrath	Date Submitted:	11-16-23
EXHIBITS:	Ordinance # 1372 Informational Sheet - Qualifications		
BUDGETARY IMPACT:		Required Expenditure:	\$00.00
		Amount Budgeted:	\$00.00
		Appropriation Required:	\$00.00
CITY MANAGER APPROVAL:			
SUMMARY: <p>The city council adopted by ordinance 1072 on October 21, 2010, an Average Monthly Payment (AMP) agreement billing program for customers who are interested in level-budgeting for their personal finances. This is not a payment relief program, but a way for those with excellent credit to level out their monthly payments, avoiding spikes in payments due from month to month.</p> <p>We currently have 6 customers on this program. While we feel the program has been successful, the customer's reserve, or amount due the city, over time has reached material levels for some customers. Staff has determined that an annual true-up process would be more appropriate to reduce the risk of loss to the city and prevent a large liability that the customer was trying to avoid by participating in a level payment program. Research indicates that an annual true-up is common among cities that have the same AMP program.</p> <p>The ordinance presented today adds the requirement for an annual true-up and re-enrollment opportunity.</p>			

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

ORDINANCE NO. 1372

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

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

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

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

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

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

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

Aaron Garcia, Mayor

ATTEST: _____

Tina Keys, City Secretary



CITY OF BRADY
AVERAGE MONTHLY PAYMENT BILLING PROGRAM QUALIFICATIONS

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

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

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

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

AGENDA DATE:	11/21/2023	AGENDA ITEM	7.D.
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding the second and final reading of Ordinance 1369 of the City of Brady, Texas to adopt Minimum Standards for Commercial Operators and Airport Tenants at the Curtis Field Airport in Brady, Texas and repealing Ordinance 840.		
PREPARED BY:	L. Perry / T. Keys	Date Submitted:	11/01/2023
EXHIBITS:	Ordinance 1369		
BUDGETARY IMPACT:	Required Expenditure:	0.00	
	Amount Budgeted:	0.00	
	Appropriation Required:	0.00	
CITY MANAGER APPROVAL:			

SUMMARY: Ordinance number 840 was passed in the year 2000 and is outdated and has some incorrect guidance. Staff is cleaning up and bringing up to current standards.

RECOMMENDED ACTION: Mayor Pro Tem will ask: “Madam City Secretary please read the Ordinance Preamble for the record in accordance with the City Charter.” (City Secretary reads preamble) Mayor Pro Tem calls for a Motion: Do I have a Motion to approve the second and final reading of Ordinance 1369
--

Ordinance No. 1369

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

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

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

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

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

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

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

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

APPROVED UPON FIRST READING THIS THE _____ DAY OF _____, 2023

APPROVED, PASSED AND EFFECTIVE UPON THE SECOND AND FINAL READING THIS THE _____ DAY OF _____, 2023

Aaron Garcia, Mayor

ATTEST: _____
Tina Keys, City Secretary

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

AGENDA DATE:	11/21/2023	AGENDA ITEM	7.E.
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding the second and final reading of Ordinance 1370 of the City of Brady, Texas providing rules and regulations for the efficient and safe operation of Curtis Field Municipal Airport and repealing Ordinance 841.		
PREPARED BY:	L. Perry / T. Keys	Date Submitted:	11/16/2023
EXHIBITS:	Ordinance 1370		
BUDGETARY IMPACT:	Required Expenditure:	0.00	
	Amount Budgeted:	0.00	
	Appropriation Required:	0.00	
CITY MANAGER APPROVAL:			

SUMMARY: Ordinance number 841 was passed in the year 2000 and is outdated and has some incorrect guidance. Staff is cleaning up and bringing up to current standards.

RECOMMENDED ACTION: Mayor will ask: <u>“Madam City Secretary please read the Ordinance Preamble for the record in accordance with the City Charter.”</u> “Secretary reads preamble” Mayor calls for a motion: Move to approve the second and final reading of Ordinance 1370.

Ordinance No. 1370
Rules and Regulations

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

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

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

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

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

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

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

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

APPROVED UPON FIRST READING THIS THE _____ DAY OF _____, 2023

APPROVED, PASSED AND EFFECTIVE UPON THE SECOND AND FINAL READING THIS THE _____ DAY OF _____, 2023

Aaron Garcia, Mayor

ATTEST: _____
Tina Keys, City Secretary

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

AGENDA DATE:	11/21/2023	AGENDA ITEM	7.F.
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding the second and final reading of Ordinance 1371 of the City of Brady amending Ordinance 1366, a Schedule of Fees for the Administration of Utility Rates, Programs, Regulations and other Operations of the City; adding a Curtis Field Airport Ramp / Landing Fee		
PREPARED BY:	L. Perry / T. Keys	Date Submitted:	11/16/2023
EXHIBITS:	Ordinance 1371		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			

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

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

ORDINANCE NO. 1371

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

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

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

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

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

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

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

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

Passed and approved on the FIRST READING this ____ day of _____, 2023.

Passed and approved on the SECOND READING this ____ day of _____, 2023.

Aaron Garcia, Mayor

ATTEST:

Tina Keys, City Secretary

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	11/21/2023	AGENDA ITEM	7.G.
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding City board appointments to fill vacancies. Applicants for consideration – Lisa Moreno		
PREPARED BY:	E. Corbell / T. Keys	Date Submitted:	11/16/2023
EXHIBITS:	Board Roster		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			
SUMMARY:			
The City of Brady has boards with vacancies that need to be filled. In accordance with the City of Brady Home Rule Charter 3.05, " <i>The Mayor or two City Council Members shall recommend to the Council appointees for the boards and commissions. The Council shall approve appointees for boards and commissions.</i> "			
RECOMMENDED ACTION:			
Mayor will recommend appointees.			

CITY OF BRADY

FY 2023 Boards & Commissions

PLANNING AND ZONING COMMISSION (3 yr term)		
Erin Corbell, Liaison 325/597-2152 ext 212 ecorbell@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
1	Lisa Selensky	6/26
2	Ronnie Aston, Vice Chair	6/23
3	Amy Greer	6/23
4	Thomas Flanigan	6/25
5	Lauri Smith, Chair	6/24
6	Connie Easterwood	6/25
7	Tony Groves	6/26
* ALT	James Griffin	6/26

ZONING BOARD OF ADJUSTMENT (ZBA/BOA)		
Charter & Zoning Ord. Sec. 9.1 (2 yr term)		
Erin Corbell, Liaison 325/597-2152 ext 212 ecorbell@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
1	vacant	6/21
2	Rod Young, Vice Chair	6/22
3	vacant	6/20
4	Holly Groves	6/23
5	James Stewart	6/23
* Alt 1	Lauri Smith	6/23
* Alt 2	open	6/20
* Alt 3	open	6/20
* Alt 4	open	6/20

AIRPORT ADVISORY BOARD (Ord 1149 - 2 yr term)		
Lisa Perry, Staff Liaison 325/597-2152 ext. 211 lperry@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
1	Clint Rejsek	6/23
2	Stan Amyett, Chair	6/23
3	Tony Groves	6/25
4	Richard Jolliff	6/24
5	Billie Roddie	6/24
6	Dale Scott	6/24
7	David Morton	6/25

MUNICIPAL COURT JUDGES (2yr term)		
Erin Corbell, Liaison 325/597-2152 ext 212 ecorbell@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
Judge	JT Owens	12/19

BRADY YOUTH SPORTS ASSOCIATION (1yr term)		
Erin Corbell, Liaison 325/597-2152 ext 212 ecorbell@bradytx.us		
Council	vacant	1/22
Concho Valley Council of Governments Annual Board (1yr term)		
Erin Corbell, Liaison 325/597-2152 ext 212 ecorbell@bradytx.us		
Council	Jeffrey Sutton	6/22

TOURISM ADVISORY BOARD (2yr term)		
Attraction	Heather Myles	6/2025
Citizen	Lisa Selensky	6/2025
City Council	VACANT	6/2021
EDC	VACANT	6/2021
Chamber	VACANT	6/2020
County	VACANT	6/2020
Tourism	VACANT	6/2020

CHARTER REVIEW COMMISSION (4 year term)		
Erin Corbell, Liaison 325/597-2152 ext 212 ecorbell@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
1	J. T. Owens	2023-2027
2	Jane Huffman	2023-2027
3	Erin Corbell	2023-2027
4	James Stewart	2023-2027
5	Chris Martin	2023-2027
6	Heath Evans	2023-2027
7	Missi Elliston	2023-2027

INVESTMENT COMMITTEE (1 yr term)		
Lisa McElrath Liaison 325/597-2152 ext. 204 lmcelrath@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
1	Finance Director	FY 2023
2	City Manager	FY 2023
3	Jane Huffman	FY 2023

CITY COUNCIL (3 yr term) - transition to 4 year terms May 2019		
Erin Corbell, Liaison 325/597-2152 ext 212 ecorbell@bradytx.us		
PLACE	MEMBER NAME	CURRENT TERM
MAYOR	Aaron Garcia	5/24
1	Larry Land	5/24
2	Missi Elliston	5/25
3	Jeffrey Sutton	5/25
4	Felix Gomez	5/27
5	Gabe Moreno	5/27

Brady Type B Economic Development Corporation		
2 year terms		
Erin Corbell, Liaison 325/597-2152 ext 212 ecorbell@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
1	Lauri Smith	6/23
2	Michael Cook	6/24
3	Chuck Jividen	6/25
4	Jane Huffman	6/25
5	Don Miller	6/24
6	Chris Martin	6/24
7	Erin Betts	6/25

MCCULLOCH COUNTY SENIOR CITIZEN ASSOCIATION		
Sunset Center Advisory Board (2 year term)		
Rosie Aguirre, Staff Liaison 325/597-2946 raguirre@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
1	Evelyn Pitcox - Vice President	10/23
2	Janice Crawford - Treasurer	10/23
3	Mercy James	10/23
4	Gerald Huffman	10/23
5	Alvin Bolton	10/23
6	Fay Lawler	10/23
7	Marcy Dunham	10/23
8	Lindell Smith	10/23
9	Rosie Aguirre-Secretary	Director
10	Erin Corbell	City Manager
11	Frank Trull	County Judge

BUILDING STANDARDS BOARD		
Erin Corbell, Liaison 325/597-2152 ext 212 ecorbell@bradytx.us		
PLACE	BOARD MEMBER NAME	CURRENT TERM
1	Tonya Rankin	5/25
2	James Griffin	5/25
3	Tony Bucholz	5/25
4	Chad Walters	5/25
5	Curtis Owens	5/25
Alt	Tony Groves	5/25
Alt	vacant	5/25

* Alternates serve 1 year terms and can serve on two boards

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 

Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2024	\$118,274	\$116,627	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$234,901
2023	\$107,497	\$116,442	\$105,580	\$106,567	\$132,732	\$99,941	\$96,330	\$115,788	\$104,149	\$114,704	\$148,466	\$142,660	\$1,390,855
2022	\$100,659	\$110,547	\$110,670	\$112,512	\$119,933	\$89,202	\$90,754	\$118,313	\$104,559	\$106,126	\$118,753	\$109,179	\$1,291,207
2021	\$97,505	\$102,843	\$95,512	\$100,910	\$118,480	\$88,588	\$85,665	\$131,540	\$107,199	\$106,167	\$115,244	\$102,302	\$1,251,954
2020	\$94,161	\$95,033	\$98,358	\$107,077	\$114,736	\$90,220	\$86,583	\$101,797	\$101,393	\$109,646	\$105,702	\$97,317	\$1,202,025
2019	\$108,700	\$97,871	\$99,563	\$102,849	\$102,877	\$97,257	\$96,793	\$108,828	\$94,204	\$91,085	\$99,315	\$87,187	\$1,186,530
2018	\$101,224	\$103,733	\$112,475	\$107,463	\$108,139	\$94,294	\$88,618	\$106,428	\$105,435	\$94,199	\$103,004	\$98,016	\$1,223,027
2017	\$87,306	\$91,161	\$89,413	\$100,033	\$109,289	\$86,358	\$97,988	\$101,730	\$86,536	\$97,051	\$103,953	\$100,236	\$1,151,056
2016	\$143,834	\$112,101	\$107,933	\$98,515	\$113,278	\$84,869	\$85,238	\$96,257	\$81,982	\$80,944	\$94,673	\$85,349	\$1,184,973
2015	\$113,438	\$115,026	\$128,575	\$118,282	\$127,008	\$90,659	\$99,414	\$119,166	\$107,160	\$99,436	\$107,394	\$106,966	\$1,332,523
2014	\$86,905	\$90,223	\$83,575	\$87,608	\$114,999	\$83,194	\$86,383	\$103,052	\$119,190	\$96,615	\$101,343	\$109,279	\$1,162,366
2013	\$81,575	\$84,095	\$78,857	\$88,594	\$108,399	\$69,954	\$76,038	\$92,661	\$84,448	\$82,176	\$91,353	\$87,852	\$1,026,002
2012	\$76,182	\$79,173	\$73,628	\$81,661	\$100,901	\$64,794	\$79,473	\$88,392	\$76,641	\$60,890	\$87,159	\$105,230	\$974,124
2011	\$78,998	\$93,104	\$65,476	\$83,507	\$93,953	\$70,399	\$72,121	\$81,841	\$76,174	\$71,819	\$84,522	\$71,003	\$942,918
2010	\$70,849	\$72,537	\$66,287	\$69,364	\$86,286	\$70,868	\$54,779	\$73,192	\$69,685	\$64,455	\$93,443	\$58,872	\$850,618
2009	\$79,109	\$125,392	\$86,622	\$79,704	\$95,830	\$73,457	\$68,319	\$79,191	\$78,551	\$96,167	\$89,024	\$73,646	\$1,025,012

RECONCILED OPERATING CASH / TOTAL UTILITY BILLINGS

Fiscal Year 23-24

**CITY OF BRADY
CITY COUNCIL CORRESPONDENCE**

TO: MAYOR AND COUNCIL

FROM: FINANCE / UTILITY DEPARTMENTS

SUBJECT: MONTHLY CUSTOMER SERVICE REPORT

DATE: October 31, 2023

SERVICE ORDER REPORT FY 23-24

Center Center Meals Served
Director Rosie Aguirre
Monthly Report October 2023-September 2024

SERVICES	FISCAL YEAR 20232-2024												
	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	711												
Home Delivered Meals	911												
Total Meals	1,622	-	-	-	-	-	-	-	-	-	-	-	-
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 2022-2023												
	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	APR	MAY	JUNE	JULY	AUG.	SEPT.	To Date Total
Days Meals Served	20	19	20	21	19	22	21	20	22	22	21	21	248
Average Daily Meals													
Meals @ Sunset Center	454	429	456	461	433	550	503	617	625	570	824	639	6,561
Home Delivered Meals	669	697	692	679	660	989	853	984	925	850	1,026	894	9,918
Total Meals	1,123	1,126	1,148	1,140	1,093	1,539	1,356	1,601	1,550	1,420	1,850	1,533	16,479
Closed Oct. 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.													

Monthly Report
FY 2024

Item	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL
Rounds	141												
Green Fees	\$ 2,068.00												
Membership Rounds	331												
Student Rounds	7												
Total Rounds	479												
Trail Fee													
Trail Fee Revenues													
Cart Rentals	101												
Cart Revenue	\$ 1,693.74												
Cart Shed Rental													
Vending Revenue	\$ 725.94												
Memberships	99												
Membership Fees	\$ 20,690.00												
Driving Range	31												
Range Revenue	\$ 112.40												
Misc.													
Total Revenue	\$ 25,290.08												

None of the above figures includes sales tax

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

GOLF COURSE - 05

Date	Cash Gross Sales	Cash Taxable Sales	Credit Gross Sales	Credit Taxable Sales
10/1/2023	\$56.03	\$25.03	\$109.18	\$39.18
10/2/2023	\$0.00	\$0.00	\$0.00	\$0.00
10/3/2023	\$96.03	\$82.78	\$200.04	\$130.04
10/4/2023	\$30.14	\$20.14	\$95.23	\$55.23
10/5/2023	\$8.09	\$5.09	\$22.52	\$12.52
10/6/2023	\$24.78	\$14.78	\$138.57	\$50.07
10/7/2023	\$29.35	\$7.85	\$268.09	\$106.09
10/8/2023	\$27.21	\$18.71	\$292.25	\$118.80
10/9/2023	\$0.00	\$0.00	\$0.00	\$0.00
10/10/2023	\$77.18	\$33.68	\$189.75	\$117.50
10/11/2023	\$14.99	\$4.99	\$22.52	\$12.52
10/12/2023	\$51.01	\$31.51	\$39.54	\$28.04
10/13/2023	\$24.26	\$21.76	\$200.76	\$104.26
10/14/2023	\$72.81	\$26.06	\$543.16	\$227.41
10/15/2023	\$20.05	\$20.05	\$286.00	\$112.00
10/16/2023	\$0.00	\$0.00	\$0.00	\$0.00
10/17/2023	\$206.62	\$88.87	\$140.26	\$90.26
10/18/2023	\$13.01	\$5.76	\$29.77	\$12.52
10/19/2023	\$10.30	\$7.30	\$0.00	\$0.00
10/20/2023	\$111.96	\$28.96	\$121.51	\$71.51
10/21/2023	\$59.45	\$34.95	\$212.74	\$47.49
10/22/2023	\$7.74	\$3.24	\$168.92	\$68.92
10/23/2023	\$0.00	\$0.00	\$0.00	\$0.00
10/24/2023	\$0.00	\$0.00	\$0.00	\$0.00
10/25/2023	\$0.00	\$0.00	\$0.00	\$0.00
10/26/2023	\$0.00	\$0.00	\$0.00	\$0.00
10/27/2023	\$30.37	\$20.37	\$38.16	\$29.16
10/28/2023	\$224.54	\$111.79	\$74.19	\$62.94
10/29/2023	\$0.00	\$0.00	\$0.00	\$0.00
10/30/2023	\$0.00	\$0.00	\$0.00	\$0.00
10/31/2023	\$35.04	\$25.04	\$0.00	\$0.00
Total	\$1,230.96	\$638.71	\$3,193.16	\$1,496.46

Manager Signature

Total Gross Sales: \$4,424.12

CALLS 2023-2024	OCT	NOV	DEC	JAN	FEB	MAR	APR
RUNS	79						
INSURANCE	33						
ALS	33						
BLS	28						
ALS FALL	1						
BLS FALL	3						
TRAUMA	20						
TRAUMA DEATH	0						
D.O.A.	0						
M.V.A. CITY	3						
M.V.A. COUNTY	3						
FIRE CITY	2						
FIRE COUNTY	2						
HELICOPTER	1						
HELICOPTER REFUSAL	0						
COUNTY CALLS	8						
CANCEL	2						
TRANSFER	0						
REFUSAL	26						
GAS LEAK	0						
MEDICAL ALARM	1						
FIRE ALARM	0						
LIFT ASSIST	0						
OVER 20 MINUTES	9						
OTHER	1						
B.V.F.D. CITY	1						
B.V.F.D. COUNTY	6						
	33						

2023 RUNS

Invoice Register - Airport																						
INVOICE	DATE	Fisrt Name	Last Name	TYPE	611.00 Rental	6.11.01 T Hangar	611.02 Hangar	815.00 REM	640.1 Tie Down	645.00 Misc	614.00 Taxable Sales	2111.53 Sales Tax	646.00 AvGas	646.01 Jet-A	647.00 Military	FET REM	TOTAL SALE	Price Per Gallon	AvGas Gallons	Jet-A Gallons	Military Jet Gallons	
1165	10/2/2023	David	Morton	CC							\$ 36.00	\$ 2.97	\$105.67	\$0.00	\$0.00	\$0.00	\$144.64	5.310000	19.9			
1166	10/2/2023			CC									\$130.63	\$0.00	\$0.00	\$0.00	\$130.63	5.310000	24.6			
1167	10/2/2023			CC									\$0.00	\$600.00	\$0.00	\$0.00	\$600.00	4.800000		125		
1168	10/2/2023		Skyhorse	CC									\$817.97	\$0.00	\$0.00	\$0.00	\$817.97	5.210000	157			
1169	10/3/2023			Contract									\$0.00	\$1,567.21	\$0.00	\$0.00	\$1,567.21	3.561850		440		
1170	10/3/2023			CC									\$130.10	\$0.00	\$0.00	\$0.00	\$130.10	5.310000	24.5			
1171	10/4/2023	Clint	Rejsek	CC									\$219.30	\$0.00	\$0.00	\$0.00	\$219.30	5.310000	41.3			
1172	10/4/2023	David	Morton	CC									\$78.59	\$0.00	\$0.00	\$0.00	\$78.59	5.310000	14.8			
1173	10/5/2023	Clint	Rejsek	CC		\$100.00							\$0.00	\$0.00	\$0.00	\$0.00	\$100.00					
1174	10/5/2023	Brant	Glenn	CC		\$100.00							\$0.00	\$0.00	\$0.00	\$0.00	\$100.00					
1176	10/5/2023	Dallas	Meldrum	CC	\$100.00								\$0.00	\$0.00	\$0.00	\$0.00	\$100.00					
1177	10/5/2023	Richard	Jolliff	CC									\$174.97	\$0.00	\$0.00	\$0.00	\$174.97	5.590000	31.3			
1178	10/6/2023			CC									\$0.00	\$902.40	\$0.00	\$0.00	\$902.40	4.800000		188		
1179	10/6/2023			CC									\$248.20	\$0.00	\$0.00	\$0.00	\$248.20	5.590000	44.4			
1180	10/9/2023			CC									\$197.89	\$0.00	\$0.00	\$0.00	\$197.89	5.590000	35.4			
1181	10/9/2023			CC									\$380.12	\$0.00	\$0.00	\$0.00	\$380.12	5.590000	68			
1182	10/9/2023			CC									\$79.38	\$0.00	\$0.00	\$0.00	\$79.38	5.590000	14.2			
1183	10/9/2023			CC									\$136.40	\$0.00	\$0.00	\$0.00	\$136.40	5.590000	24.4			
1184	10/9/2023			CC									\$259.94	\$0.00	\$0.00	\$0.00	\$259.94	5.590000	46.5			
1185	10/9/2023	Stan	Amyett	CC									\$22.36	\$0.00	\$0.00	\$0.00	\$22.36	5.590000	4			
1186	10/9/2023	Richard	Jolliff	CC									\$242.05	\$0.00	\$0.00	\$0.00	\$242.05	5.590000	43.3			
1187	10/9/2023	David	Morton	CC									\$74.91	\$0.00	\$0.00	\$0.00	\$74.91	5.590000	13.4			
1188	10/9/2023	LD Services		CC									\$0.00	\$944.70	\$0.00	\$0.00	\$944.70	4.700000		201		
1189	10/10/2023			CC									\$0.00	\$681.60	\$0.00	\$0.00	\$681.60	4.800000		142		
1191	10/10/2023	McKeever		CASH	\$90.00								\$0.00	\$0.00	\$0.00	\$0.00	\$90.00					
1192	10/10/2023		Skyhorse	CC									\$1,407.14	\$0.00	\$0.00	\$0.00	\$1,407.14	5.290000	266			
1193	10/10/2023			CC									\$0.00	\$384.00	\$0.00	\$0.00	\$384.00	4.800000		80		
1194	10/11/2023	Scott	Yocham	CC									\$0.00	\$844.80	\$0.00	\$0.00	\$844.80	4.800000		176		
1195	10/11/2023	Larry	Curtis	CC	\$25.00								\$0.00	\$0.00	\$0.00	\$0.00	\$25.00					
1196	10/11/2023	Richard	Jolliff	CC									\$151.49	\$0.00	\$0.00	\$0.00	\$151.49	5.590000	27.1			
1197	10/12/2023	Scott	Yocham	CC									\$0.00	\$480.00	\$0.00	\$0.00	\$480.00	4.800000		100		
1198	10/16/2023	David	Morton	CC									\$70.43	\$0.00	\$0.00	\$0.00	\$70.43	5.590000	12.6			
1199	10/16/2023			CC									\$0.00	\$862.50	\$0.00	\$0.00	\$862.50	5.750000		150		
1200	10/17/2023			CC									\$0.00	\$598.00	\$0.00	\$0.00	\$598.00	5.750000		104		
1201	10/15/2023	Stan	Amyett	CC									\$ 24.00	\$ 1.98	\$147.58	\$0.00	\$0.00	\$173.56	5.590000	26.4		
1202	10/17/2023		Skyhorse	CC									\$0.00	\$549.00	\$0.00	\$0.00	\$549.00	5.490000		100		
1203	10/14/2023			CASH									\$466.77	\$0.00	\$0.00	\$0.00	\$466.77	5.590000	83.5			
1204	10/18/2023			CC									\$55.90	\$0.00	\$0.00	\$0.00	\$55.90	5.590000	10			
1205	10/19/2023	Austin	Rice	CC									\$139.75	\$0.00	\$0.00	\$0.00	\$139.75	5.590000	25			
1206	10/19/2023			CC									\$134.72	\$0.00	\$0.00	\$0.00	\$134.72	5.590000	24.1			
1207	10/19/2023			Contract									\$0.00	\$425.71	\$0.00	\$0.00	\$425.71	4.257050		100		
1208	10/20/2023			CC	\$60.00								\$151.49	\$0.00	\$0.00	\$0.00	\$211.49	5.590000	27.1			
1209	10/20/2023	Kevin	Delgado	CC									\$559.00	\$0.00	\$0.00	\$0.00	\$559.00	5.590000	100			
1210	10/20/2023	Jeff	Smaistrla	CC									\$ 25.00		\$0.00	\$0.00	\$25.00					
1211	10/21/2023			CC									\$169.94	\$0.00	\$0.00	\$0.00	\$169.94	5.590000	30.4			
1212	10/21/2023	Seth	Kear	CC									\$79.38	\$0.00	\$0.00	\$0.00	\$79.38	5.590000	14.2			
1213	10/21/2023	David	Morton	CC									\$92.79	\$0.00	\$0.00	\$0.00	\$92.79	5.590000	16.6			
1214	10/21/2023			CC									\$283.83	\$0.00	\$0.00	\$0.00	\$283.83	5.490000	51.7			
1215	10/21/2023	Kevin	Delgado	CC									\$427.08	\$0.00	\$0.00	\$0.00	\$427.08	5.590000	76.4			
1216	10/21/2023			CC									\$267.76	\$0.00	\$0.00	\$0.00	\$267.76	5.590000	47.9			

Monthly Invoices Totals by GL Number

611.00	Rent	\$1,405.00
611.01	T-Hangar	\$1,100.00
611.02	Bldg Rent	
640.01	Tie Down	\$50.00
645.00	Misc.	\$50.00
646.00	100LL	\$9,835.51
646.01	Jet-A	\$18,263.77
647.00	Military	
815.00	Reimb. Exp	
614.00	Taxable Sales	\$60.00
2111.53	Sales Tax	\$4.95

Total Sales Gallons

Favorable Cash Flow	
100LL	1793.5
Jet-A	3641
Military	
FET Due from IRS	

OPS Report - Airport						
INVOICE	DATE	SE	ME	Turbine	Jet	HELO
1165	10/2/2023		2			
1166	10/2/2023		2			
1167	10/2/2023					4
1168	10/2/2023					4
1169	10/3/2023				4	
1170	10/3/2023		2			
1171	10/4/2023		2			
1172	10/4/2023		2			
1173	10/5/2023		2			
1174	10/5/2023		2			
1176	10/5/2023		2			
1177	10/5/2023		2			
1178	10/6/2023			2		
1179	10/6/2023					4
1180	10/9/2023		2			
1181	10/9/2023			2		
1182	10/9/2023		2			
1183	10/9/2023		2			
1184	10/9/2023		2			
1185	10/9/2023		2			
1186	10/9/2023		2			
1187	10/9/2023		2			
1188	10/9/2023				4	
1189	10/10/2023				4	
1192	10/10/2023					4
1193	10/10/2023			2		
1194	10/11/2023				4	
1196	10/11/2023		2			
1197	10/12/2023				4	
1198	10/16/2023		2			
1199	10/16/2023				4	
1200	10/17/2023				4	
1201	10/15/2023		2			
1202	10/17/2023					4
1203	10/14/2023			2		
1206	10/19/2023		2			
1207	10/19/2023				4	
1208	10/20/2023		2			
1209	10/20/2023			2		
1211	10/21/2023		2			
1212	10/21/2023		2			

1213	10/21/2023	2			
1214	10/21/2023	2			
1215	10/21/2023		2		
1216	10/21/2023		4		
1217	10/21/2023	8			
1218	10/22/2023	2			
1219	10/24/2023			4	
1220	10/24/2023			4	
1221	10/24/2023	2			
1222	10/22/2023			4	
1223	10/22/2023			4	
1225	10/26/2023		2		
1226	10/26/2023	2			
1227	10/26/2023			4	
1228	10/27/2023	2			
1229	10/30/2023			4	
1230	10/30/2023	2			
1231	10/30/2023			4	
1232	10/30/2023			4	
1233	10/31/2023			4	
1234	10/31/2023	2			
316696	10/5/2023	2			
316697	10/5/2023	2			
316698	10/5/2023	4			
316699	10/5/2023	2			
316700	10/5/2023	2			
316701	10/5/2023	2			
316704	10/5/2023	2			
316705	10/5/2023	2			
316706	10/5/2023	2			
316707	10/5/2023	2			
316708	10/5/2023	2			
316710	10/17/2023	2			
316711	10/23/2023	2			
TOTAL OPS		98	18	16	52
					20

11-6, 2023



**Building Permit Department
Monthly Report
FY 2023**

11-6, 2023

Sal.

Code Enforcement Monthly Case Load FY 2023/2024

Violations

Violation	FY19	FY20	FY21	FY22	FY23	FY24
Background Info Cases	0	0	0	0	0	
Building Code Violations	1	0	0	2	3	
Dangerous Premises	1	3	1	11	17	
Depositing, Dumping, Burning	0	4	0	9	1	
Home Occupation Violation	0	0	0	0	0	
Junk and Unsightly Matter	106	65	101	60	37	
Junked Vehicle, Nuisance	85	49	66	52	15	
Minimum Housing Standards	10	0	0	6	19	
Noise Prohibited, Animals	7	5	0	2	2	
Non-Residential Open Storage	0	0	0	0	0	
Obstruction of Drainageway	0	0	0	0	0	
Permit Required	2	0	0	2	3	
Pool Enclosure	0	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	0	0	0	3	0	
Residential Open Storage	3	2	1	1	0	
Residential Setbacks	0	0	0	0	0	
Residential RVs - No Residence	1	3	0	5	3	
Sight Visibility	0	1	0	0	0	
Unsanitary Conditions	0	3	2	30	14	
Weeds and Vegetation	68	28	43	35	40	
Abandon Vehicle				2	0	
Parking in Alley				2	0	
Parking of Large Trucks, Trailers...				2	1	
Parking 72 hrs Prohibited				9	1	
Garbage, Tires				15	0	
Cover Securely				1	0	
Meter Tampering/damage fees				2	7	
Utilities Disc. for Plumbing violations				1	1	
Keeping Roosters prohibited					6	
RVs and Travel Trailers No Allowed					2	
Keeping Animals in Front Yard					1	
Zoning Ord. Use Regs Violations	0	0	0	1	0	
Monthly Totals		284	163	221	253	173

Cases

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

Utility Inspections	201	187	208	221	817	
---------------------	-----	-----	-----	-----	------------	--

9 _____

Municipal Court Monthly Report
OCTOBER 2023

Criminal Section	Traffic			Traffic Non-Traffic		
	Non-Parking	Traffic Parking	City Ordinance	Penal Code	Non-Traffic State Law	City Ordinance
1. Total Cases Pending First of the Month:	3,095	1	0	1,398	9	97
a. Active Cases	1,757	1	0	986	6	80
b. Inactive Cases	1,338	0	0	412	3	17
2. New Cases Filed	97	0	0	9	0	0
3. Cases Reactivated	16	0	0	8	0	0
4. All other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket	1,870	1	0	1,003	6	80
6. Dispositions Prior to Court Appearance or Trial:						
a. Uncontested Dispositions	58	0	0	12	0	0
b. Dismissed by Prosecution	0	0	0	0	0	0
7. Dispositions at Trial:						
a. Convictions:						
1) Guilty Plea or Nolo Contendere	0	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	0					
b. After Deferred Disposition	0	0	0	0	0	0
c. After Teen Court	0	0	0	0	0	0
d. After Tobacco Awareness Course					0	
e. After Treatment for Chemical Dependency				0	0	
f. After Proof of Financial Responsibility	3					
g. All other Transportation Code Dismissals	9	0	0	0	0	0
h. All other Dispositions	0	0	0	0	0	0
10. Total Cases Disposed	70	0	0	14	0	0
11. Cases Placed on Inactive Status	36	0	0	6	0	1
12. Total Cases Pending End of Month:	3,122	1	0	1,393	9	97
a. Active Cases	1,764	1	0	983	6	79
b. Inactive Cases	1,358	0	0	410	3	18
13. Show Cause Hearings Held	1	0	0	2	0	0
14. CasesAppealed:						
a. After Trial	0	0	0	0	0	0
b. Without Trial	0	0	0	0	0	0

Additional Activity	Total
Cases in Which a Fine and Court Costs Satisfied by Community Service	
a. Partial Satisfaction	12
b. Full Satisfaction	3
Cases in Which Fine and Court Costs Satisfied by Jail Credit	5
Cases in Which Fine and Court Costs Waived for Indigency	3
Amount of Fines and Court Costs Waived for Indigency	\$1,500.00
18. Fines, Court Costs and Other Amounts Collected:	
a. Kept By City	\$10,208.69
b. Remitted to State	\$6,257.48
c. Total	\$16,466.17
Arrest Warrants Issued	48

Civil Section	Total Cases
1. Total Cases Pending First of Month	325
a. Active Cases	281
b. Inactive Cases	44
2. New Cases Filed	1
3. Cases Reactivated	0
4. All other Cases Added	0
5. Total Cases On Docket	282
6. Uncontested Civil Fines or Penalties	0
7. Default Judgments	0
8. Agreed Judgments	0
9. Trial/Hearing by Judge/Officer	0
10. Trial By Jury	0
11. Dismissed for Want of Prosecution	0
12. All Other Dispositions	0
13. Total Cases Disposed	4
14. Cases Placed on Inactive Status	0
15. Total Cases Pending End of Month:	326
a. Active Cases	282
b. Inactive Cases	44
16. CasesAppealed:	
a. After Trial	0
b. Without Trial	0

Juvenile/ Minor Activity	Total
1. Transportation Code Cases Filed	0
2. Non-driving Alcoholic Beverage Code Cases Filed	0
3. Driving Under the Influence of Alcohol Cases Filed	0
4. Drug Paraphernalia Cases Filed	0
5. Tobacco Cases Filed	0
6. Truancy Cases Filed	0
7. Education Code (Except Failure to Attend) Cases Filed	0
8. Curfew	0
9. All other Non-Traffic Fine- Only Cases Filed	0
10. Transfer to Juvenile Court:	
a. Mandatory Transfer	0
b. Discretionary Transfer	0
11. Accused of Contempt 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 11-09-2023