



CITY OF BRADY COUNCIL AGENDA REGULAR CITY COUNCIL MEETING DECEMBER 19 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. December 19, 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.

Aaron Garcia
Mayor

Larry Land
Council Member Place 1

Missi Elliston
Mayor Pro Tem
Council Member Place 2

Jeffrey Sutton
Council Member Place 3

Felix Gomez, Jr.
Council Member Place 4

Gabe Moreno
Council Member Place 5

Erin Corbell
City Manager

Tina Keys
City Secretary

Sharon Hicks
City Attorney

MISSION

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

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

2. INVOCATION & PLEDGE OF ALLEGIANCE

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

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

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

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

- A. Approval of Minutes for Regular and Work Session Meetings on December 5, 2023

5. PRESENTATIONS

End of the Fiscal Year 23 Budget Reports – Lisa McElrath

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. REMOVE FROM THE TABLE:

Discussion, consideration and final action regarding the first reading of Ordinance 1363 of the City of Brady, Texas to allow the open consumption of alcohol on the sidewalks adjacent to the property located at 202 W. Main St.

B. Discussion, consideration and possible action awarding bid for remodel of 607 W. 11th to house Brady Police Department.

C. Discussion, consideration and possible action awarding loan 2023-003 to Sandy's Kitchen and Catering in the amount of \$43,000 at 2% interest for a period of 10 years.

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:**

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
January 9	Work Session Meeting, 5:00 – NOTE DATE CHANGE – 2 ND TUESDAY
January 9	Regular City Council Meeting, 6:00 - NOTE DATE CHANGE – 2 ND TUESDAY
January 23	Work Session Meeting, 5:00 – NOTE DATE CHANGE – 4 th TUESDAY
January 23	Regular City Council Meeting, 6:00 - NOTE DATE CHANGE – 4 th TUESDAY
January 28	Happy Birthday AARON GARCIA

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 Work Session Meeting on Tuesday December 5, 2023 at 5:00 p.m. with Mayor Aaron Garcia presiding. Council Members present were Missi Elliston, Larry Land, and Gabe Moreno. City staff present were City Manager Erin Corbell, Public Works Director Steven Miller, City Attorney Sharon Hicks, Police Chief Randy Batten, and City Secretary Tina Keys.

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

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

2. PUBLIC COMMENTS

There were no public comments.

3. INDIVIDUAL CONCERNS

- A. Discussion regarding City of Brady Personnel Policy Manual. City Manager Corbell presented. City Manager Corbell asked for comments or top priorities rather than sit and read the whole manual. Council Member Elliston said she highlighted questions. Mayor Garcia arrived at 5:08 after a quorum was certified.
- Council Member Moreno asked who executive staff is as mentioned on page 5.
- Council Member Elliston asked about an employee promoted
- Council Member Elliston asked about providing medical, dental, and life, we had discussed previously if we cannot provide full medical dental and life.
- Council Member Elliston said the HR person oversees everything employee related, hiring, firing, making decisions. City Manager Corbell said decisions would not be done without supervisors. Council Member Elliston said we really need to encourage the person in that position to have an HR degree. City Manager Corbell said she did go through state HR training.
- Attorney Hicks reworded the paragraph about benefits to read “may be available”.
- Mayor Garcia said there is an employee who is about to retire who has a massive amount of sick time. He understands we do not pay sick time. Is there any way to give good employees their sick time on retirement. They didn’t use the sick time because they came to work. Council Member Moreno said he gets that, but it states on the policy manual if you don’t use it, you lose it. That employee chose not to use it. City Manager Corbell said she thinks if council decides to pay it, we should cap it. Council Member Moreno said he thinks we should discuss at another time when all council members are present. Attorney Hicks said she has heard of places who cap at 90 days. Council Member Elliston said she would not be in favor of paying out sick time. Council Member Moreno said he wants to review the step grade policy. He doesn’t think it belongs in the personnel policy manual. City Manager Corbell said it is addressed annually in the budget. Attorney Hicks said we can remove the “12 step” reference and just say “pay system”.
- Council Member Moreno said we don’t want to do Erin’s job, but we do have to hold supervisors accountable.
- Council Member Moreno asked who the panel was on 4.06 – City Manager Corbell said it hasn’t been created but a council member can be added.
- Council Member Elliston said on page 15, residency, she thinks current employees should be grandfathered. Attorney Hicks said we can get a current list. City Manager Corbell said our current policy already says if you receive standby pay, you have to live in the city limits.
- Council Member Elliston asked how Flex Time as referenced on page 22 works. City Manager Corbell explained.

Council Member Elliston says manual states tardy is 10 minutes. She thinks that late is late. Council Member Elliston said she disagrees with 4.18.5, if you're representing the city, it should constitute hours worked. City Manager Corbell said that 4.18.4 addresses what Council Member Elliston was concerned about.

City Attorney Hicks asked the Mayor if he would like to recess until after the regular city council meeting and then reconvene the work session.

The work session was recessed at 5:57 p.m. and reconvened at 7:15 p.m.

Council Member Elliston said she thinks 20+ year employees should get 20 vacation days per year. City Attorney will look at other cities and get back with council.

Council Member Elliston said regarding possession of firearms, she thinks certain staff should be allowed to carry with the trying times we are in but she would like it to be clear. City Manager Corbell said she feels like the city manager could authorize an individual to carry such as if they have successfully completed a handgun license class and keep current with renewal. Mayor Garcia agreed that City Manager Corbell should be the one to authorize.

City Manager Corbell and Attorney Hicks will provide a revised draft for Council to continue review.

4. ADJOURNMENT

There being no further business, Mayor Garcia adjourned the meeting at 7:51 p.m.

Aaron Garcia, Mayor

Attest: _____
Tina Keys, City Secretary

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The City Council of the City of Brady, Texas met in a Regular Meeting on Tuesday December 5, 2023 at 6:00 p.m. with Mayor Aaron Garcia presiding. Council Members present were Missi Elliston, Gabe Moreno, and Larry Land. City staff present were City Manager City Manager Corbell, Public Works Director Steven Miller, City Attorney Sharon Hicks, Police Chief Randy Batten, and City Secretary Tina Keys. Also in attendance were Ed Hernandez, Buz Roddie, Charles Bush and Amanda Nuncio.

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

Mayor Garcia called the meeting to order at 6:02 p.m. Council quorum was certified.

2. INVOCATION AND PLEDGE OF ALLEGIANCE

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

3. PUBLIC COMMENTS

There were no public comments

4. CONSENT AGENDA

- A. Approval of Minutes for Regular and Work Session meetings on November 21, 2023

Council Member Land moved to approve the Consent Agenda. Seconded by Council Member Elliston. All Council Members voted “aye” and none “nay”. Motion passed with a 3 – 0 vote.

5. PRESENTATIONS:

There were no presentations

6. PUBLIC HEARINGS AND INDIVIDUAL CONCERNS ON PUBLIC HEARING

There were no public hearings

7. INDIVIDUAL CONCERNS

- A. REMOVE FROM THE TABLE: Council Member Moreno moved to remove from the table. Seconded by Council Member Elliston. All Council Members voted “aye” and none “nay”. Motion passed with a 3 – 0 vote.
Discussion, consideration and possible action regarding the first reading of Ordinance 1363 of the City of Brady, Texas to allow the open consumption of alcohol on the sidewalks adjacent to the property located at 202 W. Main St. City Manager Corbell presented. City Manager explained that there are gates on both ends so the sidewalk can be open. Mayor Garcia said it was approved with a removable fence. City Manager said we need to confirm the external fence panel can be removed. Mayor Garcia said we need to stick with what was approved. Council Member Land said he thinks with the gates open it’s fine since it doesn’t obstruct the sidewalk. Council Member Moreno said we approved it a certain way. He thinks we need to table it and fix it. Council Member Moreno moved to table. Seconded by Council Member Elliston. All Council Members voted “aye” and none “nay”. Motion passed with a 3 – 0 vote.
- B. City Manager update and discussion regarding Personnel Policy Manual, May 4, 2024 Election, Police and Fire Department facilities, Dodge Heights, Waste Water Treatment Plant. City Manager Corbell presented.

8. STAFF REPORTS

- A. Upcoming Special Events/Meetings:

December 13	Happy Birthday LARRY LAND
December 13	City Employee Christmas Party, 6:00, Civic Center
December 15	Joint City Council / Charter Review Committee meeting with C. Zech, 1:30
December 19	Work Session Meeting, 5:00
December 19	Regular City Council Meeting, 6:00
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
January 9	Work Session Meeting, 5:00 – NOTE DATE CHANGE – 2ND TUESDAY
January 9	Regular City Council Meeting, 6:00 - NOTE DATE CHANGE – 2ND TUESDAY
January 23	Work Session Meeting, 5:00 – NOTE DATE CHANGE – 4th TUESDAY
January 23	Regular City Council Meeting, 6:00 - NOTE DATE CHANGE – 4th TUESDAY
January 28	Happy Birthday AARON GARCIA

9. ANNOUNCEMENTS

City Manager Corbell said she put in a vacation request for December 27, 28, 29th but she will be in town and available. For the first 2 meetings of 2024 follow after holidays, staff would like to request to move those meetings to January 9 and 23rd. Council Member _____ asked who they will contact while City Manager is off. City Manager said they could contact her, but Mayor Garcia said he would rather they not contact City Manager unless it's something catastrophic. Mayor Garcia thanked staff for their work for the employee luncheon. Council Member Moreno thanked the citizens for attending and speaking up.

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:
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Regular session was recessed at 6:27 p.m. Executive Session was opened at 6:37 p.m. and closed at 7:15 p.m. Regular session reconvened at 7:15.

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 7:16 p.m.

Aaron Garcia, Mayor

Attest: _____
Tina Keys, City Secretary

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

AGENDA DATE:	12-19-23	AGENDA ITEM	5.
AGENDA SUBJECT:	End of the Fiscal Year 23 Budget Reports		
PREPARED BY:	Lisa McElrath	Date Submitted:	12-14-23
EXHIBITS:	Financial Report as of September 30, 2023 Fund Balance and Cash Reconciliation Depository Bank Interest Rate History Report Reconciled Operating Cash / Total Utility Billings Sales Tax Report Fund Balance Adequacy Report		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			

SUMMARY:
<p>Year-end Financial Reports for FY 23 have been emailed to you for review and placed on the website for public view.</p> <p>The Financial Report reflects that city-wide expenditures exceeded revenues by \$6,742,061 as of 9-30-23, which is less than budget projections. This is primarily due to the fact that the construction projects for the Water system and Wastewater Treatment Plant (WWTP) did not progress as expected due to various construction challenges. When the Water system, WWTP, and Public Facility Construction activity is excluded, city-wide actual performance records a net revenues exceeding expenditures position of \$1,406,75 that largely resulted from delayed capital expenditures that were rolled over to the FY 24 budget cycle.</p> <p>All funds finished the year under budget, except the Gas Fund, Special Revenue Fund, and the Hotel/Motel Fund because each of these 3 funds received more than expected revenues as well that then were reflected in expenditures as pass-thru costs.</p> <p>All major funds achieved projected revenue goals.</p> <p>City Sales Tax collections saw an 8% increase in FY 23 from last year and totaled \$1,141,754, exceeding budget projections by \$141,754.</p> <p>City Property Tax collections, current and delinquent, totaled \$923,386 exceeding budget projections by \$8,386.</p> <p>As projected, interest rates continued to be robust. Interest earnings on deposits held at the City's depository bank totaled \$1,024,798, exceeding budget goals by \$159,798.</p>

Utility Bad Debt write-offs net of collections for FY 23 was \$35,874 or 0.24% of the total \$14,346,208 in utility billings for the year.

Fund Balance Reserves continue to be adequate and in compliance with Fund Balance Policy requirements. All major funds currently reflect excess funds over minimum requirements.

RECOMMENDED ACTION:

This item is for discussion purposes only.

CITY OF BRADY
MONTHLY FINANCIAL REPORT
AS OF: SEPTEMBER 30TH, 2023

PAGE: 1

100.00% OF FISCAL YEAR

	CURRENT BUDGET	YEAR TO DATE ACTUAL	% TO DATE	YEAR TO DATE PRIOR YEAR
BEGINNING FUND BALANCE & NET WORKING CAPITAL	34,178,081.67	34,178,081.67		47,688,441.32
REVENUES				
10 -GENERAL FUND	9,539,196.00	9,972,834.10	104.55	7,787,043.69
11 -GEN CONSTRUCTION FUND	1,175,300.00	1,175,300.00	100.00	252,000.00
20 -ELECTRIC FUND	7,895,400.00	8,544,723.88	108.22	8,073,804.70
30 -WATER / SEWER FUND	4,963,103.00	5,134,257.34	103.45	4,548,340.32
33 -WATER CONSTRUCTION FU	330,000.00	519,392.61	157.39	376,523.61
35 -WWTP CONSTRUCTION FUN	331,000.00	525,926.36	158.89	312,608.55
40 -GAS FUND	1,180,200.00	1,197,638.98	101.48	1,371,477.50
50 -UTILITY SUPPORT FUND	687,300.00	701,982.63	102.14	643,072.27
60 -SOLID WASTE FUND	1,420,000.00	1,512,911.50	106.54	1,566,303.07
61 -STREET SANITATION FUN	74,000.00	74,004.30	100.01	74,353.17
71 -EMPLOYEE BENEFITS TRU	0.00	0.00	0.00	0.00
80 -SPECIAL REVENUE FUND	605,360.00	1,330,725.11	219.82	542,551.48
81 -CEMETERY FUND	44,600.00	53,120.07	119.10	50,084.40
82 -HOTEL/MOTEL FUND	210,000.00	244,172.90	116.27	265,779.36
83 -SPECIAL PURPOSE FUND	<u>1,600.00</u>	<u>9,964.41</u>	<u>622.78</u>	<u>11,677.39</u>
TOTAL REVENUES	28,457,059.00	30,996,954.19	108.93	25,875,619.51
EXPENDITURES				
10 -GENERAL FUND	10,545,732.00	9,242,391.72	87.64	8,239,562.86
11 -GEN CONSTRUCTION FUND	216,189.00	109,707.35	50.75	177,810.62
20 -ELECTRIC FUND	8,584,478.00	8,295,271.00	96.63	7,088,233.70
30 -WATER / SEWER FUND	7,105,324.00	4,978,860.79	70.07	4,108,627.41
33 -WATER CONSTRUCTION FU	7,507,837.00	4,636,260.81	61.75	8,046,917.28
35 -WWTP CONSTRUCTION FUN	7,020,267.00	5,623,464.07	80.10	7,466,002.19
40 -GAS FUND	1,157,079.00	1,164,529.67	100.64	1,514,782.37
50 -UTILITY SUPPORT FUND	785,986.00	743,124.79	94.55	625,797.52
60 -SOLID WASTE FUND	1,710,043.00	1,314,095.09	76.85	1,280,549.07
61 -STREET SANITATION FUN	112,828.00	101,669.98	90.11	80,545.11
71 -EMPLOYEE BENEFITS TRU	0.00	0.00	0.00	0.00
80 -SPECIAL REVENUE FUND	686,295.00	1,237,176.82	180.27	479,353.68
81 -CEMETERY FUND	68,321.00	54,670.15	80.02	45,221.50
82 -HOTEL/MOTEL FUND	224,500.00	236,269.90	105.24	219,832.75
83 -SPECIAL PURPOSE FUND	<u>1,600.00</u>	<u>1,523.03</u>	<u>95.19</u>	<u>12,743.10</u>
TOTAL EXPENDITURES	45,726,479.00	37,739,015.17	82.53	39,385,979.16
REVENUES OVER/(UNDER) EXPENDITURES	(17,269,420.00)	(6,742,060.98)		(13,510,359.65)
ENDING FUND BALANCE & NET WORKING CAPITAL	16,908,661.67	27,436,020.69		34,178,081.67

FUND BALANCE AND CASH RECONCILEMENT

As of: September 30, 2023

			Total Cash
COMMERCIAL NATIONAL BANK			
Operating Account	#1053355	\$	20,819,188.54
Airport Fuel Payment Account	#1053442	\$	38,897.61
DW Construction	#1053500	\$	-
CW Construction	#1053513	\$	10,705.20
Sinking Fund 2000 - WTP	#1053368	\$	92,046.49
Sinking Fund 2012 - WWTP	#1053384	\$	15,135.09
Sinking Fund 2013 - DW	#1053397	\$	4,188.55
Sinking Fund 2019 - DW	#1053426	\$	36,902.59
Sinking Fund 2019 A - CW	#1053413	\$	20,573.96
Sinking Fund 2019 B - CW	#1053400	\$	7,976.78
Sinking Fund 2021 - CW	#1055797	\$	7,408.62
Drug Seizure FDS	#1053455	\$	4,344.84
Police Educational	#1053468	\$	5,811.52
Court Security	#1053471	\$	5,880.36
Court Technology	#1053484	\$	3,462.93
Community Development Block	#1053497	\$	3,620.23
Cash on Hand		\$	1,880.00
Bank Balances - Interest rate 5.57%	Subtotal	\$	21,078,023.31
BOKF Escrow Account - DW CO 2019		\$	4,102,977.26
BOKF Escrow Account - DW LF 2019		\$	98,232.94
BOKF Escrow Account - DW EDAP 2019		\$	305,820.86
BOKF Escrow Account - CW CO 2019A		\$	3,442,595.24
BOKF Escrow Account - CW CO 2019B		\$	401,464.97
BOKF Escrow Account - CW LF 2019		\$	378,622.25
BOKF Escrow Account - CW CO 2021		\$	-
	Subtotal	\$	8,729,713.52
TOTAL CASH BALANCES RECONCILED			29,807,736.83
9/30/23 GENERAL LEDGER			
Total Current Non-Cash Assets - All Funds			1,407,678.80
(Total Current Liabilities - All Funds)			(3,779,394.94)
Total Fund Balance / Net Working Capital			27,436,020.69

City of Brady Deposits at CNB

Interest Rate FY '23

	Rate	Earnings
October-22	3.47%	\$55,092.01
November-22	4.31%	\$66,685.86
December-22	4.52%	\$72,721.62
January-23	4.55%	\$74,330.67
February-23	4.83%	\$73,183.34
March-23	4.97%	\$89,735.14
April-23	4.93%	\$89,367.82
May-23	5.35%	\$100,830.65
June-23	5.51%	\$100,462.40
July-23	5.42%	\$101,373.46
August-23	5.53%	\$103,567.48
September-23	5.57%	\$97,447.26
	TOTAL	<u>\$1,024,797.71</u>

RECONCILED OPERATING CASH / TOTAL UTILITY BILLINGS

Fiscal Year 22-23

MONTH	OPERATING CASH	ELECTRIC		SEWER	WATER	GAS		SOLID WASTE	TOTAL BILLINGS
		PCRF	DISTRIBUTION			FUEL	DISTRIBUTION		
October 2022	18,172,956.93	316,981.09	353,384.79	105,494.69	246,491.25	32,322.75	29,186.65	103,112.07	1,186,973.29
November 2022	18,160,891.44	261,972.20	294,520.84	105,131.95	244,673.90	23,900.94	35,530.74	102,593.24	1,068,323.81
December 2022	18,181,300.91	257,659.22	289,547.75	98,052.81	185,565.83	73,729.81	77,792.22	102,876.16	1,085,223.80
January 2023	18,835,540.48	275,492.17	324,236.89	100,533.39	195,055.78	121,976.72	102,394.67	102,692.31	1,222,381.93
February 2023	20,103,357.22	322,966.45	305,232.89	100,069.16	185,899.76	122,507.52	89,808.39	102,189.61	1,228,673.78
March 2023	20,452,003.33	278,426.74	313,926.61	97,210.50	174,758.09	67,014.74	100,528.00	101,760.15	1,133,624.83
April 2023	21,266,653.76	260,714.96	255,549.35	100,478.28	198,887.28	31,396.98	53,324.85	101,653.62	1,002,005.32
May 2023	21,218,418.55	240,883.67	261,516.81	108,765.40	260,085.64	13,016.09	39,811.31	101,701.13	1,025,780.05
June 2023	21,028,360.20	280,526.17	292,332.00	101,912.14	213,459.30	13,591.85	31,997.72	101,495.08	1,035,314.26
July 2023	21,078,256.41	326,077.80	413,719.47	104,878.58	249,975.35	14,227.46	31,260.65	100,977.74	1,241,117.05
August 2023	20,941,233.54	476,615.91	490,950.76	111,823.12	354,881.26	15,608.88	29,855.30	101,277.00	1,581,012.23
September 2023	20,819,188.54	413,091.42	513,663.52	116,711.86	344,949.77	15,923.47	29,691.35	101,746.26	1,535,777.65
		3,711,407.80	4,108,581.68	1,251,061.88	2,854,683.21	545,217.21	651,181.85	1,224,074.37	14,346,208.00

1171 - Brady, City of (General Obligation Debt)

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

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

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

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

- View Grid Based on Calendar Year
- View Grid With All Years

[Download to Excel](#)

Change Fiscal Year
End

09/30/2024



[Submit](#)

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

FY 24 PROJECTED ENDING FUND BALANCE ADEQUACY

TOTAL REVENUES	TOTAL EXPENSES	FUND BALANCE
-------------------	-------------------	-----------------

GENERAL FUND - 10

BEGINNING FUND BALANCE 10-1-23 unaudited			\$4,776,893
FY 24 Current Budget	\$7,828,570	\$9,062,239	(\$1,233,669)
ENDING FUND BALANCE - 9-30-24			\$3,543,224
Restricted -ESTIMATE for airport fuel inventory			(\$19,763)
ENDING FUND BALANCE - Unrestricted 9-30-24			\$3,523,461
Number of days to operating expenditures			157
Excess funds available			\$1,497,396

Current budgeted expenditures FY 24	\$9,062,239	
Less capital expenditures	(\$845,420)	
Net Operating Expenditures	\$8,216,819	
Minimum level Fund Balance required	\$2,026,065	90 days

ELECTRIC FUND - 20

BEGINNING FUND BALANCE 10-1-23 unaudited			\$4,782,931
FY 24 Current Budget	\$8,011,600	\$8,904,754	(\$893,154)
ENDING FUND BALANCE - Unrestricted 9-30-24			\$3,889,777
Number of days to operating expenditures			171
Excess funds available			\$473,782

Current budgeted expenditures FY 24	\$8,904,754	
Less capital expenditures	(\$592,500)	
Operating Expenditures	\$8,312,254	
Minimum level Fund Balance required	\$3,415,995	150 days

WATER / SEWER FUND - 30

BEGINNING FUND BALANCE 10-1-23 unaudited			\$6,513,293
FY 24 Current Budget	\$4,228,025	\$6,818,119	(\$2,590,094)
ENDING FUND BALANCE			\$3,923,199
Restricted -ESTIMATE for debt service and TWDB commitment			(\$404,232)
ENDING FUND BALANCE - Unrestricted 9-30-24			\$3,518,967
Number of days to operating expenditures			296
Excess funds available			\$1,382,049

Current budgeted expenditures FY 24	\$6,818,119	
Less capital expenditures	(\$2,484,925)	
Operating Expenditures	\$4,333,194	
Minimum level Fund Balance required	\$2,136,918	180 days

FY 24 PROJECTED ENDING FUND BALANCE ADEQUACY

TOTAL REVENUES	TOTAL EXPENSES	FUND BALANCE
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GAS FUND - 40

BEGINNING FUND BALANCE 10-1-23 unaudited			\$515,062
FY 24 Current Budget	\$1,263,500	\$1,317,022	(\$53,522)
ENDING FUND BALANCE - Unrestricted 9-30-24			\$461,540

Number of days to operating expenditures

128

Excess funds available

\$28,546

Current budgeted expenditures FY 24

\$1,317,022

Less capital expenditures

\$0

Operating Expenditures

\$1,317,022

Minimum level Fund Balance required

\$432,994

120 days

UTILITY SUPPORT FUND -50

BEGINNING FUND BALANCE 10-1-23 unaudited			\$218,898
FY 24 Current Budget	\$683,900	\$673,480	\$10,420
ENDING FUND BALANCE - Unrestricted 9-30-24			\$229,318

Number of days to operating expenditures

127

Excess funds available

\$67,446

Current budgeted expenditures FY 24

\$673,480

Less capital expenditures

(\$17,000)

Operating Expenditures

\$656,480

Minimum level Fund Balance required

\$161,872

90 days

SOLID WASTE FUND - 60

BEGINNING FUND BALANCE 10-1-23 unaudited			\$1,069,038
FY 24 Current Budget	\$1,421,000	\$1,719,834	(\$298,834)
ENDING FUND BALANCE - Unrestricted 9-30-24			\$770,204

Number of days to operating expenditures

186

Excess funds available

\$397,060

Current budgeted expenditures FY 24

\$1,719,834

Less capital expenditures

(\$206,527)

Operating Expenditures

\$1,513,307

Minimum level Fund Balance required

\$373,144

90 days

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

AGENDA DATE:	12/19/2023	AGENDA ITEM	7.A.
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding the first reading of Ordinance 1363 of the City of Brady, Texas to allow the open consumption of alcohol on the sidewalks adjacent to the property located at 202 W Main St.		
PREPARED BY:		Date Submitted:	7/27/2023
EXHIBITS:	Ordinance 1363		
BUDGETARY IMPACT:	Required Expenditure:	0.00	
	Amount Budgeted:	0.00	
	Appropriation Required:	0.00	
CITY MANAGER APPROVAL:			

SUMMARY:
<p>Heather Craigmyle with TruCountry Hotel and Hair of the Hog Saloon approached the city about creating an outdoor seating area on a public sidewalk for her establishment. According to TABC regulations, in order for beverages to be consumed in her outdoor area, the city must adopt an ordinance to allow consumption on said sidewalk.</p> <p>The attached ordinance would establish such an area for that specific business.</p>

RECOMMENDED ACTION:
<p>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)</p> <p>Mayor Pro Tem calls for a Motion: Do I have a Motion to approve the first reading of Ordinance 1363?</p>

ORDINANCE NO. 1363

AN ORDINANCE OF THE CITY OF BRADY PROHIBITING OPEN CONSUMPTION OF ALCOHOL IN CERTAIN PLACES; ALLOWING THE OPEN CONSUMPTION OF ALCOHOL IN CERTAIN PLACES; PROVIDING A PENALTY FOR VIOLATION OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, state law allows for public consumption of alcohol between certain hours unless prohibited by cities; and

WHEREAS, city of Brady desires to prohibit open consumption of alcohol in public except in certain authorized places as being in the best interest of its citizens and to discourage underage drinking or other violations of state law; now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS

PART 1. Consumption of Alcoholic Beverages on Streets, Sidewalks and Parks.

That after the effective date of this Ordinance, public consumption of alcoholic beverages is unlawful in the city limits of Brady on city property except as allowed in Parts 3 and 4.

PART 2. Hours of Consumption.

That if allowed pursuant to Parts 3 and 4, the hours of public consumption of alcohol on city property and in city parks shall not be before or after as follows:

- Monday – Friday: Before 7 a.m. or after 12:15 a.m.
- Saturday: Before 7 a.m. or after 1:15 a.m.
- Sunday: Before noon or after 12:15 a.m.
 - Exception: Consumption is legal between 10a.m. and noon Sunday:
 - At an on-premise establishment when it is sold along with the service of food to a customer.
 - At a winery, fair, festival, concert or sports venue.

Should the state of Texas change its hours of consumption, these hours shall remain in effect unless and until the City Council adopts the new hours.

PART 3.

PUBLIC CONSUMPTION ALLOWED IN CERTAIN AREAS

That after the effective date of this Ordinance, public consumption may be allowed on the sidewalk adjacent to and abutting the east side of the property located at 202 W. Main.

PART 4.

PUBLIC CONSUMPTION ALLOWED AT CITY CIVIC CENTER AND IN CITY PARKS:

That after the effective date of this Ordinance, public consumption may be allowed in the City Civic Center.

- a. Consumption of alcoholic beverages at the Ed Davenport Civic Center and in City Parks must end at midnight.
- b. Glass containers are not permitted in City Parks.

PART 5.

FURTHER EXCEPTION TO PUBLIC CONSUMPTION:

That after the effective date of this Ordinance, public consumption is not allowed if any areas authorized under Parts 3 or 4 have restrictions against consumption that the City has no authority to waive.

PART 6.

SALE OF ALCOHOL PROHIBITED IN AUTHORIZED AREAS.

That after the effective date of this Ordinance, no vendor unless an already authorized business holding a liquor license in the authorized area may sell alcohol in the area unless the city council grants a permit for sale during an event. Any application must be submitted at least ten (10) business days before the desired sale.

PART 7.

ENFORCEMENT OF NON-COMPLIANCE, CRIMINAL PENALTIES

The city manager, all employees of the parks department, and sworn members of the city police department are hereby individually and severally authorized and directed for and on behalf of the city to notify any person who fails or refuses to comply with any applicable provision of law or of this ordinance and/or parks or community center departmental rules and regulations to immediately leave from any city-owned park, community center or the public areas affected by this ordinance. Any person who upon such notice fails to depart from any such property shall,

upon conviction, be fined not more than \$500.00. Prosecution under this section shall not preclude prosecution for any other crime that the person may have committed at the city-owned property, park, or Civic Center.

SECTION 8. - SEVERABILITY

The provisions of this Ordinance are severable. If a court determines that a word, phrase, clause, sentence, paragraph, subsection, section, or other provision is invalid or that the application of any part of the provision to any Person or circumstance is invalid, the remaining provisions and the application of those provisions to other Persons or circumstances are not affected by that decision.

SECTION 9. CONFLICT REPEALED.

All Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 10. EFFECTIVE DATE.

This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

PASSED ON FIRST READING, the ____ day of December 2023.

PASSED, APPROVED AND ADOPTED ON SECOND READING, the ____ day of December 2023.

Aaron Garcia, Mayor

ATTEST:

City Secretary, Tina Keys

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	12/19/2023	AGENDA ITEM	7.B.
AGENDA SUBJECT:	Discussion, consideration and possible action awarding bid for remodel of 607 W 11 th to house Brady Police Department		
PREPARED BY:	E. Corbell	Date Submitted:	10/13/23
EXHIBITS:	Summary of bids Scope reduction		
BUDGETARY IMPACT:	Required Expenditure:	\$	
	Amount Budgeted:	\$	
	Appropriation Required:	\$	
CITY MANAGER APPROVAL:			

SUMMARY:	<p>On October 17, 2023, city staff presented the Council with the four bids received in response to our request for bids for the remodel of the old Southward Cafeteria, located at 607 W. 11th, to house the Brady Police Department.</p> <p>Subsequent to that meeting, staff has had several meetings with the project's low bidder to discuss potential cost reductions to the project and Covington Contracting, Inc. has provided an estimate of items that can be de-scoped. Covington recognized that Eikon's design was already very economically conservative, but was able to identify \$96,500 in cost savings that could be made, reducing their bid to \$1,871,985.</p> <p>Recognizing that City Council is still weighing multiple options for renovations/building for Police, Fire and EMS, staff is requesting formal action on the low bid for Police Department remodel at 607 W 11th.</p>
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RECOMMENDED ACTION:	Direct staff as desired.
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Brady Police Station
Brady, Texas

Owner: City of Brady
Architect: Eikon
Contractor: Covington Contracting, Inc

Source Legend	
1 - Owner	
2 - Architect	
3 - Tenants	
4 - City	
5 - Covington Contracting	



PCI LOG
December 8, 2023

December 8, 2023												DATE OF BUDGET	
\$ 1,968,485.00												CURRENT BUDGET	
PCI #	DATE REC'D BY CC	PCI Description	S o u r c e	Documents USED & DATES	PCI GOAL	Drop Dead Date	PENDING	PENDING TOTALS	REJECT DATE	REJECT TOTALS	ACCEPT DATE	ACCEPT TOTALS	Comments, Questions or Action Needed
1		Electrical - utilize aluminum feeder in lieu of copper	#		-\$6,000.00			\$0		\$0.00		\$0.00	
2		Electrical - alternative light fixture package	#		-\$11,500.00			\$0		\$0.00		\$0.00	
3		ADA Entrance Ramp - construct out of backfilled CMU with a strip footing.	#		-\$10,000.00			\$0		\$0.00		\$0.00	
4		Omit Canopy at ADA Ramp	#		-\$25,000.00			\$0		\$0.00		\$0.00	
5		Change to standard certainteed 15/16" grid and standard flat tile, eliminate all cloud ceilings.	#		-\$28,000.00			\$0		\$0.00		\$0.00	
6		Tile Selections - rework tile selections target value savings	#		-\$7,500.00			\$0		\$0.00		\$0.00	
7		Efficiency Change - 4 Ton - 13.4 SEER) to (8.5 Ton - 11.2 SEER)	#		-\$3,500.00			\$0		\$0.00		\$0.00	
8		Standard 14" Flat Curb in Lieu of Vibration Isolation	5		-\$5,000.00			\$0		\$0.00		\$0.00	
9		0	5		\$0.00			\$0		\$0.00		\$0.00	
TOTAL								0		0		0	

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	12/19/2023	AGENDA ITEM	7.C.
AGENDA SUBJECT:	Discussion, consideration and possible action awarding loan 2023-003 to Sandy's Kitchen and Catering in the amount of \$43,000 at 2% interest for a period of 10 years.		
PREPARED BY:	E. Corbell	Date Submitted:	12/15/23
EXHIBITS:	Promissory Note Performance Agreement Amortization Schedule		
BUDGETARY IMPACT: BEDC Budget	Required Expenditure:	\$43,000.00	
	Amount Budgeted:	\$43,000.00	
	Appropriation Required:	\$	
CITY MANAGER APPROVAL:			

SUMMARY:	<p>The Brady Economic Development Corporation has approved and is recommending to council to approve a loan to Sandy's Kitchen and Catering in the amount of \$43,000 at 2% interest for a term of 10 years for purchase of and improvements to their restaurant located at 2105 S. Bridge Street. As collateral, BEDC will have a lien on kitchen equipment and fixtures owned by Sandy's Kitchen and Catering.</p>
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RECOMMENDED ACTION:	<p>Move to approve BEDC Loan 2023-003 in the amount of \$43,000 to Sandy's Kitchen and Catering.</p>
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Exhibit A
PROMISSORY NOTE

Dated: _____, 20____

Kelsey Garcia
2105 S. Bridge St.
Brady, TX 76825

Principal Amount \$43,000.00

BEDC Loan No.: 2023-003

1. **PROMISE TO PAY:** For value received, Kelsey Larson, d.b.a Sandy's Kitchen and Catering, a Texas Sole Proprietorship, (the "Borrower"), promises to pay to the order of the Brady Type B Economic Development Corporation, (BEDC, the "Lender"), at Lender's place of business in Brady, McCulloch County, Texas, or such other place as the Lender may from time to time designate, the principal sum of Forty-Three thousand dollars and 00/100 (\$43,000.00), the unpaid principal amount, in lawful money of the United States of America, at the interest rate and at the time and in the manner specified herein.
2. **INTEREST RATE:** One Percent (2.0%) per annum. All past-due amounts shall bear interest at Five Percent (5%) per annum beginning on the 11th day after the due date.
3. **PAYMENT SCHEDULE:** Borrower shall begin payments on the 1st day of the month after the passage of thirty (30) days from the effective date of this Note, in accordance with the schedule of Amounts as shown in Attachment 1 to this Exhibit A (Payment Schedule). Payment shall thereafter be due on the 1st of each month for a period of five (5) years, and an additional late fee shall accrue at 5% per annum for any remaining late amounts, beginning on the eleventh (11th) day after the due date, if same is not paid by the eleventh (11th) day. At the end of the five-year period, all of the unearned outstanding balance shall be due at maturity and shall bear interest at the interest rate as stated herein.
4. **PURPOSE:** The purpose of this loan is to provide financing to purchase and expand the "Sandy's" building on 2105 South Bridge Street, Brady Texas 76825.
5. **WAIVER:** The Borrower waives demand, presentment for payment, notice of non-payment, protest, notice of intent to accelerate, notice of acceleration, and other notice, filing of suit and diligence in collecting this note or enforcing any security given therefor, and agree to any substitution, exchange, release to the Borrower or third parties or impairment (including but not limited to failure to perfect any security interest) of any security now or hereafter given for this note or the release of any party primarily or secondarily liable hereon. Borrower and all other liable parties on this note further agree that it will not be necessary for the Lender or any holder hereof, in order to enforce payment of this note, to first institute or exhaust its remedies against any maker or other party liable therefor or to enforce its rights against any security for this note and hereby consent to all renewals, extensions, refinancing, accelerations, modifications of interest rate or changes in the time and manner of payment from time to time of this note, and to any other

indulgence with respect hereto, without notice of any such renewals, extensions, refinancing, accelerations, modifications of interest rate or changes in the time and manner of payment or any other indulgence.

6. **EVENTS OF DEFAULT:** Subject to the notice and cure provisions as stated in Article VIII in the Economic Development Performance Agreement, if any of the following events of default shall occur, the outstanding balance due Lender according to the terms of this Note and other binding documents shall be due and payable on demand and Lender shall have no further obligation to Borrower under this Note:

- a) Failure of Borrower to perform any term, covenant or agreement contained in this Note, Economic Development Performance Agreement, or in any related document(s);
- b) The Lender and/or City of Brady determines that any representation or warranty contained herein or in any financial statement, certificate, report or opinion submitted to Lender in connection with or pursuant to the requirement of this Note was incorrect or misleading in any material respect when made;
- c) Any judgment is assessed against Borrower or any attachment or other levy against the Facility of Borrower with respect to a claim remains unpaid, unstayed on appeal, undischarged, not bonded or not dismissed for a period of 30 days;
- d) Borrower makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts generally as they become due; files a petition in bankruptcy; is adjudicated insolvent or bankrupt; petitions or applies to any tribunal for any receiver or any trustee of Borrower or any substantial part of its property, commences any action relating to Borrower under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect; or if there is commenced against Borrower any such action and such action remains undismissed or unanswered for a period of sixty (60) days from such filing; or Borrower by an act indicated its consent to or approval of any trustee of Borrower or any substantial part of its property; or suffers any such receivership or trustee to and such appointment remains unvacated for a period of sixty (60) days;
- e) Borrower knowingly grants, suffers or permits future liens on or security interests in Borrower's assets pledged to Lender, other than Lender, or fails to promptly pay all lawful claims, whether for labor, materials or otherwise which are not being contested by Borrower in good faith;
- f) Borrower substantially changes its present senior management or ownership without written notification to Lender thirty (30) days in advance of such

changed; or

- g) Borrower changes the general character of business as conducted at the date hereof, or engages in any type of business not reasonably related to its business as presently and normally conducted.

7. **RIGHTS OF LENDER AFTER DEFAULT:** Following an event of default, and after exhausting the notice and cure provisions as stated in Article VIII of the Economic Development Performance Agreement, at the sole election of Lender, without any additional notice, demand or opportunity to cure the default, all of which the Borrower and all other liable parties waive, the Lender may elect to declare the principal sum and all interest on this note immediately due and payable and such principal sum and interest shall then become immediately due and payable, and the Lender may proceed to take possession and to foreclose upon any collateral in any lawful manner permitted by agreement between the parties, in the event of such acceleration, all other indebtedness and obligations owed by the Borrower to the Lender shall at the option of Lender also become at once due and payable. The failure to exercise any option shall not constitute a waiver of the right of the Lender to exercise the option upon the occurrence of any subsequent event of default.
8. **JOINT AND SEVERAL:** All the obligations of this note are the joint and several obligations of Borrower, and all other liable parties.
9. **COSTS OF COLLECTION AND ATTORNEY'S FEES:** If this note is placed in the hands of an attorney for collection or collected through lawsuit, bankruptcy, probate proceedings or any other judicial proceedings, Borrower agrees to pay in addition to all other sums due and payable hereunder costs of collection and a reasonable attorney's fees.
10. **APPLICATION OF PAYMENTS:** Lender shall apply any payment first to interest and then to principal.
11. **SECURITY:** Payment of this note is secured by furniture, fixtures and equipment that the Borrower owns more fully described in the document(s) creating the security interest or lien, which document(s) may be a security agreement, deed of trust and/or other collateral document(s). Collateral securing any other obligation or indebtedness of the Borrower or any other liable party to the Lender may also secure payment of this note.

LENDER:

Brady Type B Economic Development Corp.
106 W. Main
Brady, Texas 76825

By:

Daniel Mendoza
Executive Director

Attest:

Name
Title

Approved:

BEDC Attorney

BORROWER:

Kelsey Garcia
2105 S. Bridge St.
Brady, Texas 76825

By:

Name
Title

Attest:

Name
Title

**Attachment 1
to Exhibit A**

Payment Schedule

(to be created based upon date of execution)

LOAN AMORTIZATION SCHEDULE

ENTER VALUES

Loan amount	\$43,000.00
Annual interest rate	2.00%
Loan period in years	10
Number of payments per year	12
Start date of loan	2/1/2024

Optional extra payments

LOAN SUMMARY

Scheduled payment	\$395.66
Scheduled number of payments	120
Actual number of payments	0
Total early payments	\$0.00
Total interest	\$4,478.94

LENDER NAME

BEDC

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	2/1/2024	\$43,000.00	\$395.66	\$0.00	\$395.66	\$323.99	\$71.67	\$42,676.01	\$71.67
2	3/1/2024	\$42,676.01	\$395.66	\$0.00	\$395.66	\$324.53	\$71.13	\$42,351.48	\$142.79
3	4/1/2024	\$42,351.48	\$395.66	\$0.00	\$395.66	\$325.07	\$70.59	\$42,026.41	\$213.38
4	5/1/2024	\$42,026.41	\$395.66	\$0.00	\$395.66	\$325.61	\$70.04	\$41,700.79	\$283.42
5	6/1/2024	\$41,700.79	\$395.66	\$0.00	\$395.66	\$326.16	\$69.50	\$41,374.64	\$352.92
6	7/1/2024	\$41,374.64	\$395.66	\$0.00	\$395.66	\$326.70	\$68.96	\$41,047.94	\$421.88
7	8/1/2024	\$41,047.94	\$395.66	\$0.00	\$395.66	\$327.24	\$68.41	\$40,720.69	\$490.30
8	9/1/2024	\$40,720.69	\$395.66	\$0.00	\$395.66	\$327.79	\$67.87	\$40,392.90	\$558.16
9	10/1/2024	\$40,392.90	\$395.66	\$0.00	\$395.66	\$328.34	\$67.32	\$40,064.56	\$625.48
10	11/1/2024	\$40,064.56	\$395.66	\$0.00	\$395.66	\$328.88	\$66.77	\$39,735.68	\$692.26
11	12/1/2024	\$39,735.68	\$395.66	\$0.00	\$395.66	\$329.43	\$66.23	\$39,406.25	\$758.49
12	1/1/2025	\$39,406.25	\$395.66	\$0.00	\$395.66	\$329.98	\$65.68	\$39,076.27	\$824.16
13	2/1/2025	\$39,076.27	\$395.66	\$0.00	\$395.66	\$330.53	\$65.13	\$38,745.74	\$889.29
14	3/1/2025	\$38,745.74	\$395.66	\$0.00	\$395.66	\$331.08	\$64.58	\$38,414.66	\$953.87
15	4/1/2025	\$38,414.66	\$395.66	\$0.00	\$395.66	\$331.63	\$64.02	\$38,083.02	\$1,017.89
16	5/1/2025	\$38,083.02	\$395.66	\$0.00	\$395.66	\$332.19	\$63.47	\$37,750.84	\$1,081.36
17	6/1/2025	\$37,750.84	\$395.66	\$0.00	\$395.66	\$332.74	\$62.92	\$37,418.10	\$1,144.28
18	7/1/2025	\$37,418.10	\$395.66	\$0.00	\$395.66	\$333.29	\$62.36	\$37,084.80	\$1,206.64
19	8/1/2025	\$37,084.80	\$395.66	\$0.00	\$395.66	\$333.85	\$61.81	\$36,750.95	\$1,268.45
20	9/1/2025	\$36,750.95	\$395.66	\$0.00	\$395.66	\$334.41	\$61.25	\$36,416.55	\$1,329.70
21	10/1/2025	\$36,416.55	\$395.66	\$0.00	\$395.66	\$334.96	\$60.69	\$36,081.58	\$1,390.40
22	11/1/2025	\$36,081.58	\$395.66	\$0.00	\$395.66	\$335.52	\$60.14	\$35,746.06	\$1,450.53
23	12/1/2025	\$35,746.06	\$395.66	\$0.00	\$395.66	\$336.08	\$59.58	\$35,409.98	\$1,510.11
24	1/1/2026	\$35,409.98	\$395.66	\$0.00	\$395.66	\$336.64	\$59.02	\$35,073.34	\$1,569.13
25	2/1/2026	\$35,073.34	\$395.66	\$0.00	\$395.66	\$337.20	\$58.46	\$34,736.14	\$1,627.58
26	3/1/2026	\$34,736.14	\$395.66	\$0.00	\$395.66	\$337.76	\$57.89	\$34,398.37	\$1,685.48
27	4/1/2026	\$34,398.37	\$395.66	\$0.00	\$395.66	\$338.33	\$57.33	\$34,060.04	\$1,742.81
28	5/1/2026	\$34,060.04	\$395.66	\$0.00	\$395.66	\$338.89	\$56.77	\$33,721.15	\$1,799.57
29	6/1/2026	\$33,721.15	\$395.66	\$0.00	\$395.66	\$339.46	\$56.20	\$33,381.70	\$1,855.77
30	7/1/2026	\$33,381.70	\$395.66	\$0.00	\$395.66	\$340.02	\$55.64	\$33,041.68	\$1,911.41
31	8/1/2026	\$33,041.68	\$395.66	\$0.00	\$395.66	\$340.59	\$55.07	\$32,701.09	\$1,966.48
32	9/1/2026	\$32,701.09	\$395.66	\$0.00	\$395.66	\$341.16	\$54.50	\$32,359.93	\$2,020.98
33	10/1/2026	\$32,359.93	\$395.66	\$0.00	\$395.66	\$341.72	\$53.93	\$32,018.21	\$2,074.92
34	11/1/2026	\$32,018.21	\$395.66	\$0.00	\$395.66	\$342.29	\$53.36	\$31,675.91	\$2,128.28
35	12/1/2026	\$31,675.91	\$395.66	\$0.00	\$395.66	\$342.86	\$52.79	\$31,333.05	\$2,181.07
36	1/1/2027	\$31,333.05	\$395.66	\$0.00	\$395.66	\$343.44	\$52.22	\$30,989.61	\$2,233.29
37	2/1/2027	\$30,989.61	\$395.66	\$0.00	\$395.66	\$344.01	\$51.65	\$30,645.60	\$2,284.94

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
38	3/1/2027	\$30,645.60	\$395.66	\$0.00	\$395.66	\$344.58	\$51.08	\$30,301.02	\$2,336.02
39	4/1/2027	\$30,301.02	\$395.66	\$0.00	\$395.66	\$345.16	\$50.50	\$29,955.86	\$2,386.52
40	5/1/2027	\$29,955.86	\$395.66	\$0.00	\$395.66	\$345.73	\$49.93	\$29,610.13	\$2,436.45
41	6/1/2027	\$29,610.13	\$395.66	\$0.00	\$395.66	\$346.31	\$49.35	\$29,263.83	\$2,485.80
42	7/1/2027	\$29,263.83	\$395.66	\$0.00	\$395.66	\$346.88	\$48.77	\$28,916.94	\$2,534.57
43	8/1/2027	\$28,916.94	\$395.66	\$0.00	\$395.66	\$347.46	\$48.19	\$28,569.48	\$2,582.77
44	9/1/2027	\$28,569.48	\$395.66	\$0.00	\$395.66	\$348.04	\$47.62	\$28,221.44	\$2,630.38
45	10/1/2027	\$28,221.44	\$395.66	\$0.00	\$395.66	\$348.62	\$47.04	\$27,872.81	\$2,677.42
46	11/1/2027	\$27,872.81	\$395.66	\$0.00	\$395.66	\$349.20	\$46.45	\$27,523.61	\$2,723.87
47	12/1/2027	\$27,523.61	\$395.66	\$0.00	\$395.66	\$349.79	\$45.87	\$27,173.83	\$2,769.74
48	1/1/2028	\$27,173.83	\$395.66	\$0.00	\$395.66	\$350.37	\$45.29	\$26,823.46	\$2,815.03
49	2/1/2028	\$26,823.46	\$395.66	\$0.00	\$395.66	\$350.95	\$44.71	\$26,472.51	\$2,859.74
50	3/1/2028	\$26,472.51	\$395.66	\$0.00	\$395.66	\$351.54	\$44.12	\$26,120.97	\$2,903.86
51	4/1/2028	\$26,120.97	\$395.66	\$0.00	\$395.66	\$352.12	\$43.53	\$25,768.85	\$2,947.40
52	5/1/2028	\$25,768.85	\$395.66	\$0.00	\$395.66	\$352.71	\$42.95	\$25,416.14	\$2,990.34
53	6/1/2028	\$25,416.14	\$395.66	\$0.00	\$395.66	\$353.30	\$42.36	\$25,062.84	\$3,032.70
54	7/1/2028	\$25,062.84	\$395.66	\$0.00	\$395.66	\$353.89	\$41.77	\$24,708.95	\$3,074.48
55	8/1/2028	\$24,708.95	\$395.66	\$0.00	\$395.66	\$354.48	\$41.18	\$24,354.48	\$3,115.66
56	9/1/2028	\$24,354.48	\$395.66	\$0.00	\$395.66	\$355.07	\$40.59	\$23,999.41	\$3,156.25
57	10/1/2028	\$23,999.41	\$395.66	\$0.00	\$395.66	\$355.66	\$40.00	\$23,643.75	\$3,196.25
58	11/1/2028	\$23,643.75	\$395.66	\$0.00	\$395.66	\$356.25	\$39.41	\$23,287.50	\$3,235.65
59	12/1/2028	\$23,287.50	\$395.66	\$0.00	\$395.66	\$356.85	\$38.81	\$22,930.65	\$3,274.47
60	1/1/2029	\$22,930.65	\$395.66	\$0.00	\$395.66	\$357.44	\$38.22	\$22,573.21	\$3,312.68
61	2/1/2029	\$22,573.21	\$395.66	\$0.00	\$395.66	\$358.04	\$37.62	\$22,215.18	\$3,350.31
62	3/1/2029	\$22,215.18	\$395.66	\$0.00	\$395.66	\$358.63	\$37.03	\$21,856.54	\$3,387.33
63	4/1/2029	\$21,856.54	\$395.66	\$0.00	\$395.66	\$359.23	\$36.43	\$21,497.31	\$3,423.76
64	5/1/2029	\$21,497.31	\$395.66	\$0.00	\$395.66	\$359.83	\$35.83	\$21,137.48	\$3,459.59
65	6/1/2029	\$21,137.48	\$395.66	\$0.00	\$395.66	\$360.43	\$35.23	\$20,777.06	\$3,494.82
66	7/1/2029	\$20,777.06	\$395.66	\$0.00	\$395.66	\$361.03	\$34.63	\$20,416.03	\$3,529.44
67	8/1/2029	\$20,416.03	\$395.66	\$0.00	\$395.66	\$361.63	\$34.03	\$20,054.40	\$3,563.47
68	9/1/2029	\$20,054.40	\$395.66	\$0.00	\$395.66	\$362.23	\$33.42	\$19,692.16	\$3,596.90
69	10/1/2029	\$19,692.16	\$395.66	\$0.00	\$395.66	\$362.84	\$32.82	\$19,329.32	\$3,629.72
70	11/1/2029	\$19,329.32	\$395.66	\$0.00	\$395.66	\$363.44	\$32.22	\$18,965.88	\$3,661.93
71	12/1/2029	\$18,965.88	\$395.66	\$0.00	\$395.66	\$364.05	\$31.61	\$18,601.83	\$3,693.54
72	1/1/2030	\$18,601.83	\$395.66	\$0.00	\$395.66	\$364.65	\$31.00	\$18,237.18	\$3,724.54
73	2/1/2030	\$18,237.18	\$395.66	\$0.00	\$395.66	\$365.26	\$30.40	\$17,871.92	\$3,754.94
74	3/1/2030	\$17,871.92	\$395.66	\$0.00	\$395.66	\$365.87	\$29.79	\$17,506.05	\$3,784.73
75	4/1/2030	\$17,506.05	\$395.66	\$0.00	\$395.66	\$366.48	\$29.18	\$17,139.56	\$3,813.90
76	5/1/2030	\$17,139.56	\$395.66	\$0.00	\$395.66	\$367.09	\$28.57	\$16,772.47	\$3,842.47
77	6/1/2030	\$16,772.47	\$395.66	\$0.00	\$395.66	\$367.70	\$27.95	\$16,404.77	\$3,870.42
78	7/1/2030	\$16,404.77	\$395.66	\$0.00	\$395.66	\$368.32	\$27.34	\$16,036.45	\$3,897.76
79	8/1/2030	\$16,036.45	\$395.66	\$0.00	\$395.66	\$368.93	\$26.73	\$15,667.52	\$3,924.49
80	9/1/2030	\$15,667.52	\$395.66	\$0.00	\$395.66	\$369.55	\$26.11	\$15,297.98	\$3,950.60
81	10/1/2030	\$15,297.98	\$395.66	\$0.00	\$395.66	\$370.16	\$25.50	\$14,927.81	\$3,976.10
82	11/1/2030	\$14,927.81	\$395.66	\$0.00	\$395.66	\$370.78	\$24.88	\$14,557.04	\$4,000.98
83	12/1/2030	\$14,557.04	\$395.66	\$0.00	\$395.66	\$371.40	\$24.26	\$14,185.64	\$4,025.24
84	1/1/2031	\$14,185.64	\$395.66	\$0.00	\$395.66	\$372.02	\$23.64	\$13,813.63	\$4,048.88
85	2/1/2031	\$13,813.63	\$395.66	\$0.00	\$395.66	\$372.64	\$23.02	\$13,440.99	\$4,071.91

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
86	3/1/2031	\$13,440.99	\$395.66	\$0.00	\$395.66	\$373.26	\$22.40	\$13,067.73	\$4,094.31
87	4/1/2031	\$13,067.73	\$395.66	\$0.00	\$395.66	\$373.88	\$21.78	\$12,693.86	\$4,116.09
88	5/1/2031	\$12,693.86	\$395.66	\$0.00	\$395.66	\$374.50	\$21.16	\$12,319.35	\$4,137.25
89	6/1/2031	\$12,319.35	\$395.66	\$0.00	\$395.66	\$375.13	\$20.53	\$11,944.23	\$4,157.78
90	7/1/2031	\$11,944.23	\$395.66	\$0.00	\$395.66	\$375.75	\$19.91	\$11,568.48	\$4,177.68
91	8/1/2031	\$11,568.48	\$395.66	\$0.00	\$395.66	\$376.38	\$19.28	\$11,192.10	\$4,196.97
92	9/1/2031	\$11,192.10	\$395.66	\$0.00	\$395.66	\$377.00	\$18.65	\$10,815.10	\$4,215.62
93	10/1/2031	\$10,815.10	\$395.66	\$0.00	\$395.66	\$377.63	\$18.03	\$10,437.46	\$4,233.64
94	11/1/2031	\$10,437.46	\$395.66	\$0.00	\$395.66	\$378.26	\$17.40	\$10,059.20	\$4,251.04
95	12/1/2031	\$10,059.20	\$395.66	\$0.00	\$395.66	\$378.89	\$16.77	\$9,680.31	\$4,267.81
96	1/1/2032	\$9,680.31	\$395.66	\$0.00	\$395.66	\$379.52	\$16.13	\$9,300.79	\$4,283.94
97	2/1/2032	\$9,300.79	\$395.66	\$0.00	\$395.66	\$380.16	\$15.50	\$8,920.63	\$4,299.44
98	3/1/2032	\$8,920.63	\$395.66	\$0.00	\$395.66	\$380.79	\$14.87	\$8,539.84	\$4,314.31
99	4/1/2032	\$8,539.84	\$395.66	\$0.00	\$395.66	\$381.42	\$14.23	\$8,158.41	\$4,328.54
100	5/1/2032	\$8,158.41	\$395.66	\$0.00	\$395.66	\$382.06	\$13.60	\$7,776.35	\$4,342.14
101	6/1/2032	\$7,776.35	\$395.66	\$0.00	\$395.66	\$382.70	\$12.96	\$7,393.66	\$4,355.10
102	7/1/2032	\$7,393.66	\$395.66	\$0.00	\$395.66	\$383.34	\$12.32	\$7,010.32	\$4,367.42
103	8/1/2032	\$7,010.32	\$395.66	\$0.00	\$395.66	\$383.97	\$11.68	\$6,626.35	\$4,379.11
104	9/1/2032	\$6,626.35	\$395.66	\$0.00	\$395.66	\$384.61	\$11.04	\$6,241.73	\$4,390.15
105	10/1/2032	\$6,241.73	\$395.66	\$0.00	\$395.66	\$385.25	\$10.40	\$5,856.48	\$4,400.55
106	11/1/2032	\$5,856.48	\$395.66	\$0.00	\$395.66	\$385.90	\$9.76	\$5,470.58	\$4,410.31
107	12/1/2032	\$5,470.58	\$395.66	\$0.00	\$395.66	\$386.54	\$9.12	\$5,084.04	\$4,419.43
108	1/1/2033	\$5,084.04	\$395.66	\$0.00	\$395.66	\$387.18	\$8.47	\$4,696.86	\$4,427.90
109	2/1/2033	\$4,696.86	\$395.66	\$0.00	\$395.66	\$387.83	\$7.83	\$4,309.03	\$4,435.73
110	3/1/2033	\$4,309.03	\$395.66	\$0.00	\$395.66	\$388.48	\$7.18	\$3,920.55	\$4,442.91
111	4/1/2033	\$3,920.55	\$395.66	\$0.00	\$395.66	\$389.12	\$6.53	\$3,531.43	\$4,449.45
112	5/1/2033	\$3,531.43	\$395.66	\$0.00	\$395.66	\$389.77	\$5.89	\$3,141.65	\$4,455.33
113	6/1/2033	\$3,141.65	\$395.66	\$0.00	\$395.66	\$390.42	\$5.24	\$2,751.23	\$4,460.57
114	7/1/2033	\$2,751.23	\$395.66	\$0.00	\$395.66	\$391.07	\$4.59	\$2,360.16	\$4,465.16
115	8/1/2033	\$2,360.16	\$395.66	\$0.00	\$395.66	\$391.72	\$3.93	\$1,968.44	\$4,469.09
116	9/1/2033	\$1,968.44	\$395.66	\$0.00	\$395.66	\$392.38	\$3.28	\$1,576.06	\$4,472.37
117	10/1/2033	\$1,576.06	\$395.66	\$0.00	\$395.66	\$393.03	\$2.63	\$1,183.03	\$4,475.00
118	11/1/2033	\$1,183.03	\$395.66	\$0.00	\$395.66	\$393.69	\$1.97	\$789.34	\$4,476.97
119	12/1/2033	\$789.34	\$395.66	\$0.00	\$395.66	\$394.34	\$1.32	\$395.00	\$4,478.28
120	1/1/2034	\$395.00	\$395.66	\$0.00	\$395.00	\$394.34	\$0.66	\$0.00	\$4,478.94

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Performance Agreement (“Agreement”) is entered into to be effective as of the Effective Date (as defined in Article III below), by and between the Brady Type B Economic Development Corporation, located in McCulloch County, Texas (hereinafter called “BEDC”), a Texas non-profit economic development corporation under the Development Corporation Act and governed by TEX. LOC. GOV. CODE chapters 501, 502 and 505 and the Texas Non-Profit Corporation Act and Kelsey Garcia, d.b.a. Sandy’s Kitchen and Catering, a Texas Sole Proprietorship (hereinafter called “SANDY’S”) otherwise known as the “Parties” to this Agreement.

RECITALS

WHEREAS, the Development Corporation Act of 1979, as amended (Section 501.001 et seq., Texas Local Government Code, formerly the Development Corporation Act of 1979) (the “Act”) authorizes a development corporation to fund certain projects as defined by the Act and requires development corporations to enter into performance agreements to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

WHEREAS, Section 501.158 of the Act requires a performance agreement to provide at a minimum a capital investment to be made as consideration for any direct incentives provided or expenditures made by the BEDC under the agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

WHEREAS, SANDY’S desires to purchase and upgrade commercial grade kitchen equipment and perform building improvements to their restaurant located at 2105 South Bridge Street, Brady, Texas 76825; and

WHEREAS, the BEDC Board of Directors finds that such improvements, as proposed, is required or suitable for use to promote or develop new or expanded business enterprises that creates or retains primary jobs in accordance with Texas Local Government Code § 505.155; and

WHEREAS, such improvements will contribute to the economic development of the City of Brady by creating new jobs and increased employment, promoting and developing expanded business enterprises, increased development, increased real property value and tax revenue for the City of Brady, and will have both a direct and indirect positive overall improvement/stimulus in the local and state economy; and

WHEREAS, the BEDC desires to offer an incentive to SANDY’S to enable SANDY’S to purchase and upgrade commercial grade kitchen equipment and perform building improvements to their restaurant located at 2105 S. Bridge Street, Brady, Texas pursuant to this Agreement in substantial conformity with the Act; and

WHEREAS, the Parties are executing and entering into this Agreement to set forth certain terms

and obligations of the Parties with respect to such matters; and

WHEREAS, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof; and

WHEREAS, the Parties agree that all conditions precedent for this Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings, if any, have been conducted in accordance with Texas law; and

WHEREAS, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

ARTICLE I RECITALS

1. Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

ARTICLE II AUTHORITY AND TERM

1. Authority. The BEDC's execution of this Agreement is authorized by the Act and constitutes a valid and binding obligation of the BEDC. The BEDC acknowledges that SANDY'S is acting in reliance upon the BEDC's performance of its obligations under this Agreement in making the decision to commit substantial resources and money to the establishment of the Project, hereinafter established.

2. Term. This Agreement shall become enforceable upon the Effective Date, hereinafter established, and shall continue until the Expiration Date, hereinafter established, unless terminated sooner or extended by mutual agreement of the Parties, or in the manner provided for herein.

3. Purpose. The purpose of this Agreement is to formalize the agreements between SANDY'S and the BEDC for the granting funds to cover certain costs associated with the Project as defined in Article III of this Agreement, as well as to specifically state the covenants, representations of the Parties, and the incentives associated with SANDY'S commitment to abide by the provisions of the Act and to abide by the terms of this Agreement, which has been approved by the BEDC and SANDY'S as complying with the specific requirements of the Act. It is expressly agreed that this Agreement constitutes a single transaction. A failure to perform any obligation by

SANDY'S may constitute a breach of the entire Agreement and terminate any further commitments (if any) by the BEDC.

4. Administration of Agreement. Upon the Effective Date, the BEDC delegates the administration and oversight of this Agreement to the Executive Director of the BEDC, or its designee. Any proposed amendments to the Agreement shall require the approval of the Board of Directors of the BEDC.

ARTICLE III DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as ascribed by common and ordinary usage.

"Bankruptcy" shall mean the dissolution or termination of a Party's existence as an ongoing business, insolvency, appointment of receiver for any part of such Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"Default", unless otherwise specifically defined or limited by this Agreement, shall mean failure by any Party to timely and substantially comply with any performance requirement, duty, or covenant.

"Effective Date" shall be the date of the last signing by a party to this Agreement.

"Expiration Date" shall mean the earlier of:

1. The 10th anniversary of the date upon which the SANDY'S receives the funding under this Agreement; or
2. The date of termination provided for under Article VII of this Agreement.

"Facility" shall mean the building located at 2105 S. Bridge Street, Brady, Texas, 76825.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party, including, without limitation, acts of God or the public enemy, war riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of a party), fires, explosions or floods, strikes, slowdowns or work stoppages.

"Project" shall mean the purchase and upgrade of commercial grade kitchen equipment and performance of building improvements to their restaurant located at 2105 S. Bridge Street, Brady, Texas 76825.

ARTICLE IV BEDC OBLIGATION

1. Loan.

- (a) The BEDC shall enter into a loan agreement with SANDY'S for the purchase and upgrade of commercial kitchen equipment and performance building improvements of the building located on 2105 S. Bridge Street pursuant to the attached Promissory Note, as executed concurrently with this document and made a part hereof for all purposes. Such loan to be in the amount of \$43,000.00 at 2.0% interest per annum for a period of ten (10) years, with payment being due on the 1st of each month, and a 5% late fee being incurred after the 11th day of the month and other terms as identified in that Promissory Note, as shown in Exhibit A, hereto, and made a part hereof for all purposes.

2. Current Revenue. The funds distributed hereunder shall be paid solely from lawfully available funds of the BEDC. Under no circumstances shall the obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

ARTICLE V PERFORMANCE OBLIGATIONS OF SANDY'S

The obligation of the BEDC to pay funds under this Agreement shall be conditioned upon SANDY'S's continued compliance with, and satisfaction of each of, the performance obligations set forth in this Agreement.

2. Loan.

- (a) SANDY'S shall enter into a loan agreement with BEDC pursuant to the attached Promissory Note, as executed concurrently with this document and made a part hereof for all purposes. Such loan to be in the amount of \$43,000.00 at 2.0% interest for a period of ten (10) years, with payment being due on the 1st of each month, and a 5% late fee being incurred after the 11th day of the month and other terms as identified in that Promissory Note, as shown in Exhibit A, hereto, and made a part hereof for all purposes.

3. Job Creation. SANDY'S shall create and maintain the equivalent of two (2) full time positions within one (1) years of the execution of this document.

4. Certified Payroll. SANDY'S agrees that during the course of this agreement, it shall provide to BEDC a certified payroll on a quarterly basis in January, April, July and

October of each year showing that the jobs as created in Section 4 above are retained or that there has been a consistent effort to keep these positions filled.

5. Continual Operation of the Project. Commencing upon the effective date of this agreement and continuing throughout the term of the Agreement, SANDY'S shall remain in continual operation. Continual operation shall mean that the Facility is open for business to the public for a minimum of 24 hours per week during the term of this Agreement. Failure to be in continual operation during the term of this Agreement shall void the BEDC obligations under Article IV.1 of this Agreement. In addition, failure of SANDY'S to remain in continual operation shall result in the have the obligation to repay any monies previously paid to SANDY'S within thirty (30) days of the written demand by the BEDC and the repayment requirements shall survive the Agreement termination.

6. Payment of Legal Fees. SANDY'S shall reimburse the BEDC for the reasonable and necessary legal fees in the preparation of any amendment to this Agreement requested by SANDY'S. Timely payment shall be made within thirty (30) days of submittal of an invoice to SANDY'S by the BEDC or its assigns. Each Party shall bear its own legal fees in connection with the negotiation of this Agreement.

ARTICLE VI COVENANTS AND DUTIES

1. SANDY'S's Covenants and Duties. SANDY'S makes the following covenants and warranties to the BEDC and agrees to timely and fully perform the obligations and duties contained in Articles V of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by SANDY'S.

- (a) SANDY'S is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas, with the Texas Comptroller of Public Accounts, and the United States of America during any term of this Agreement.
- (b) The individual signing this Agreement is empowered to execute such Agreement and bind the entity. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of any agreement or instrument to which SANDY'S is a party to or by which it may be bound.
- (c) SANDY'S is not a party to any Bankruptcy proceedings currently pending or contemplated, and SANDY'S has not been informed of any potential involuntary Bankruptcy proceedings.
- (d) To its current, actual knowledge, SANDY'S has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City

of Brady and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.

- (e) SANDY'S shall timely and fully comply with all the terms and conditions of this Agreement.
- (f) SANDY'S agrees to obtain, or cause to be obtained, all necessary permits and approvals from the City of Brady and/or all other governmental agencies having jurisdiction over the construction of any improvements to the Facility.
- (g) SANDY'S shall cooperate with the BEDC in providing all necessary information to assist them in complying with this Agreement.
- (h) During the term of this Agreement, SANDY'S agrees to not knowingly employ any undocumented workers as part of the Project, and, if convicted of a violation under 8 U.S.C. Section 1324a(1), SANDY'S shall be in Default (subject to the remedies in Article V above).
- (i) SANDY'S shall not be in arrears and shall be current in the payment of all City and State taxes and fees.
- (j) BEDC has the right to periodically (and with reasonable advance notice) verify the terms and conditions of this Agreement.
- (k) Under Texas Law, the BEDC may not enter into a contract with a SANDY'S for goods and services unless the contract contains a written verification from the SANDY'S that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2270.002) by accepting this rider, SANDY'S hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, the SANDY'S hereby certifies that it is not a SANDY'S identified under Texas Government Code, Section 2252.152 as a SANDY'S engaged in business with Iran, Sudan, or Foreign Terrorist Organization.

2. BEDCs' Covenants and Duties. BEDC agrees to timely and fully perform the obligations and duties contained in Article IV of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the BEDC.

3. Compliance and Default. Failure by SANDY'S to timely comply with any performance requirement, duty, or covenant shall be considered an act of Default and shall give the BEDC the right to terminate this Agreement or void any of its relevant obligations under the Agreement.

ARTICLE VII TERMINATION

1. Termination. This Agreement shall terminate upon the earliest occurrence of any one or more of the following:

- (a) The written agreement of the Parties;
- (b) The Agreement's Expiration Date;
- (c) Default by SANDY'S (at the option of the BEDC);
- (d) Failure under the Promissory Note by the parties to those agreements "Integrated Parties" (at the option of the BEDC).

ARTICLE VIII DEFAULT & REMEDIES

1. SANDY'S Events of Default.

(a) Failure of SANDY'S to perform any term, covenant or agreement contained in Articles V and VI; or

(b) Any representation or warranty contained herein or in any financial statement, certificate, report or opinion submitted to BEDC in connection with or pursuant to the requirements of this Agreement was incorrect or misleading in any material respect when made; or

(c) Any judgment is assessed against SANDY'S or the Integrated Parties, or any attachment or other levy against the property of SANDY'S or the Integrated Parties with respect to a claim remains unpaid, unstayed on appeal, undischarged, not bonded or not dismissed for a period of sixty (60) days; or

(d) SANDY'S or any of the Integrated Parties, makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts generally as they become due; files a petition in bankruptcy; is adjudicated insolvent or bankrupt; petitions or applies to any tribunal for any receiver or any trustee of SANDY'S or the Integrated Parties or any substantial part of its/their property, commences any action relating to SANDY'S or the Integrated Parties under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect; or if there is commenced against SANDY'S or the Integrated Parties any such action and such action remains undismissed or unanswered for a period of sixty (60) days from such filing, or SANDY'S or the Integrated Parties by any act indicates its consent to or approval of any trustee of SANDY'S or the Integrated Parties or any substantial part of its property; or suffers any such receivership or trustee to and such appointment remains unvacated for a period of sixty (60) days; or

(e) SANDY'S substantially changes its present ownership without written notification to BEDC within thirty (30) days of such change, provided however,

SANDY'S may cure such failure by providing the requisite written notification prior to BEDC exercising its right to terminate this Agreement; or

(f) SANDY'S materially changes the general character of business from the type of business on the date hereof.

2. BEDC Events of Default.

(a) BEDC materially fails to fulfill an obligation set forth within Article IV.

3. Remedies for Default.

(a) For BEDC any remedy as provided for in this Agreement.

(b) SANDY'S's sole remedy under this Agreement is specific performance for BEDC's default of its obligation under Section IV of this Agreement.

ARTICLE IX MISCELLANEOUS

1. Binding Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. The Executive Director of the BEDC shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the BEDC, on behalf of the Parties related thereto.

2. Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

3. Representations and Warranties. The BEDC represents and warrants to SANDY'S that this Agreement is within their authority, and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. SANDY'S represents and warrants to the BEDC that it has the requisite authority to enter into this Agreement.

4. Assignment. SANDY'S shall have the right to assign all of its rights, duties, and obligations under this Agreement to a duly qualified third party with prior written approval of the BEDC, which approval shall not be unreasonably withheld, conditioned or delayed. Any assignment provided for herein shall not serve to enlarge or diminish the obligations and requirements of this Agreement, nor shall they relieve SANDY'S of any liability to the BEDC, including any required indemnity in the event that any Assignee hereof shall at any time be in Default of the terms of this Agreement. The BEDC may demand and receive adequate assurance

of performance including the deposit or provision of reasonable financial security by any proposed Assignee prior to its approval of an assignment.

5. Independent Contractors.

(a) It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, SANDY'S at no time will be acting as an agent of the BEDC and that all consultants or contractors engaged by SANDY'S respectively will be independent contractors of SANDY'S; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that the BEDC will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by SANDY'S respectively under this Agreement, unless any such claims are due to the fault of the BEDC.

(b) By entering into this Agreement, except as specifically set forth herein, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign or official immunity by the BEDC with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.

(c) No employee of the BEDC, or any board member, or agent of the BEDC, shall be personally responsible for any liability arising under or growing out of this Agreement.

6. Notice. Any notice required or permitted to be delivered hereunder shall be deemed delivered by actual delivery, or on the first business day after depositing the same in the hands of a reputable overnight courier (such as United States Postal Service, FedEx or UPS) and addressed to the Party at the address set forth below:

If intended for BEDC:

Brady Type B Economic Development Corporation
106 W. Main
Brady, Texas 76825
Attn: Executive Director

With a copy to:

Denton, Navarro, Rocha, Bernal, & Zech PC
Attention: Charles E. Zech
2500 W. William Cannon
Austin, TX 78745

If to the SANDY'S:

Kelsey Garcia, d.b.a. Sandy's Kitchen and Catering, a
Texas Sole Proprietorship
Attn: Kelsey Garcia
101 E. 15th
Brady, TX 76825

Any Party may designate a different address at any time upon written notice to the other Parties.

7. Governmental Records. All invoices, records and other documents required for submission to the City pursuant to the terms of this Agreement are Governmental Records for the purposes of Texas Penal Code Section 37.10.

- (a) Governing Law. The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement (subject to the dispute resolution mechanisms of Article VIII above) shall be in the Courts of McCulloch County. The Parties agree to submit to the personal and subject matter jurisdiction of said court.
- (b) Amendment. This Agreement may be amended by mutual written agreement of the Parties, as approved by the Board of Directors of the BEDC and paid for by the SANDY'S.

8. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, and it is the intention of the Parties to this Agreement that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the Board of Directors of the BEDC.

10. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

11. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

12. Exhibits. Any Exhibits attached hereto are incorporated by reference for all purposes.

13. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

14. Indemnification.

SANDY'S AGREES TO DEFEND, INDEMNIFY AND HOLD THE BEDC AND THE CITY OF BRADY ("CITY"), AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES AND ANY CAUSE OF ACTION THAT DIRECTLY RELATES TO ANY OF THE FOLLOWING: ANY CLAIMS OR DEMANDS BY THE STATE OF TEXAS THAT THE BEDC HAS BEEN ERRONEOUSLY OR OVER-PAID SALES AND USE TAX FOR ANY PERIOD DURING THE TERM OF THIS AGREEMENT AS A RESULT OF THE FAILURE OF SANDY'S TO MAINTAIN A PLACE OF BUSINESS AT THE PROPERTY OR IN THE CITY OF BRADY, OR AS A RESULT OF ANY ACT OR OMISSION OR BREACH OR NON-PERFORMANCE BY SANDY'S UNDER THIS AGREEMENT EXCEPT THAT THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE ACTION OR OMISSIONS OF THE BEDC OR CITY. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY, IT BEING THE INTENTION OF THE PARTIES THAT SANDY'S SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY FUNDS PAID AND PROPERTY GRANTED TO SANDY'S HEREIN THAT INCLUDES CITY SALES TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WAS ERRONEOUSLY PAID, DISTRIBUTED OR ALLOCATED TO THE BEDC.

15. Additional Instruments. The Parties agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.

16. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the SANDY'S, the SANDY'S shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to causes of any kind whatsoever which are caused by Force Majeure.

[SIGNATURE PAGE FOLLOWS]

Executed on this _____ day of _____, 20____.

**KELSEY GARCIA, D.B.A. SANDY'S
KITCHEN AND CATERING, A TEXAS SOLE
PROPRIETORSHIP**

By: _____

Name:

Title:

STATE OF TEXAS }
COUNTY OF MCCULLOCH }

This information was acknowledged before me on this _____ day of _____, _____,
by _____ for the Kelsey Garcia, d.b.a. Sandy's Kitchen and
Catering, a Texas Sole Proprietorship.

Notary Public, State of Texas

Notary's typed or printed name

My commission expires

Executed on this _____ day of _____, 20____.

**BRADY TYPE B ECONOMIC
DEVELOPMENT CORPORATION (BEDC)**

By: _____

Name: Daniel Mendoza

Title: Executive Director, Brady Type B EDC

STATE OF TEXAS }
COUNTY OF MCCULLOCH }

This information was acknowledged before me on this _____ day of _____, _____, by Erin Corbell for the Brady Type B Economic Development Corporation, a Texas non-profit economic development corporation on behalf of said corporation.

Notary Public, State of Texas

Notary's typed or printed name

My commission expires

Performance Agreement

Promissory Note

[SEE ATTACHED]

CITY OF BRADY
MONTHLY FINANCIAL REPORT
AS OF: NOVEMBER 30TH, 2023

16.67% OF FISCAL YEAR

	CURRENT BUDGET	YEAR TO DATE ACTUAL	% TO DATE	YEAR TO DATE PRIOR YEAR
BEGINNING FUND BALANCE & NET WORKING CAPITAL	27,436,020.69	27,436,020.69		34,178,081.67
REVENUES				
10 -GENERAL FUND	7,828,570.00	1,267,676.95	16.19	1,219,301.16
11 -GEN CONSTRUCTION FUND	0.00	0.00	0.00	0.00
20 -ELECTRIC FUND	8,011,600.00	1,572,549.51	19.63	1,267,132.28
30 -WATER / SEWER FUND	4,228,025.00	777,114.76	18.38	805,666.27
33 -WATER CONSTRUCTION FU	2,130,000.00	0.00	0.00	0.00
35 -WWTP CONSTRUCTION FUN	335,860.00	0.00	0.00	0.00
40 -GAS FUND	1,263,500.00	111,034.59	8.79	97,536.35
50 -UTILITY SUPPORT FUND	683,900.00	126,915.11	18.56	118,802.59
60 -SOLID WASTE FUND	1,421,000.00	249,370.37	17.55	250,510.95
61 -STREET SANITATION FUN	74,000.00	12,710.47	17.18	12,404.73
71 -EMPLOYEE BENEFITS TRU	1,116,452.00	156,524.43	14.02	0.00
80 -SPECIAL REVENUE FUND	1,238,510.00	76,031.39	6.14	71,996.09
81 -CEMETERY FUND	48,800.00	379.52	0.78	1,672.65
82 -HOTEL/MOTEL FUND	215,000.00	136.04	0.06	0.00
83 -SPECIAL PURPOSE FUND	5,000.00	1,308.13	26.16	173.45
TOTAL REVENUES	28,600,217.00	4,351,751.27	15.22	3,845,196.52
EXPENDITURES				
10 -GENERAL FUND	9,062,239.00	1,457,442.28	16.08	1,286,027.15
11 -GEN CONSTRUCTION FUND	280,405.00	0.00	0.00	6,514.85
20 -ELECTRIC FUND	8,904,754.00	1,296,007.14	14.55	1,212,259.59
30 -WATER / SEWER FUND	6,818,119.00	896,099.51	13.14	470,600.35
33 -WATER CONSTRUCTION FU	5,794,006.00	128,552.83	2.22	2,287,704.94
35 -WWTP CONSTRUCTION FUN	4,131,529.00	387,315.54	9.37	1,122,936.26
40 -GAS FUND	1,317,022.00	191,672.25	14.55	213,388.46
50 -UTILITY SUPPORT FUND	673,480.00	173,610.38	25.78	170,434.20
60 -SOLID WASTE FUND	1,719,834.00	406,567.12	23.64	216,854.23
61 -STREET SANITATION FUN	95,302.00	17,075.25	17.92	16,748.77
71 -EMPLOYEE BENEFITS TRU	1,116,252.00	156,445.07	14.02	0.00
80 -SPECIAL REVENUE FUND	1,352,692.00	99,554.12	7.36	83,232.37
81 -CEMETERY FUND	68,529.00	7,847.77	11.45	8,644.84
82 -HOTEL/MOTEL FUND	229,250.00	800.00	0.35	5,542.00
83 -SPECIAL PURPOSE FUND	17,500.00	3,500.00	20.00	1,523.03
TOTAL EXPENDITURES	41,580,913.00	5,222,489.26	12.56	7,102,411.04
REVENUES OVER/(UNDER) EXPENDITURES	(12,980,696.00)	(870,737.99)		(3,257,214.52)
ENDING FUND BALANCE & NET WORKING CAPITAL	14,455,324.69	26,565,282.70		30,920,867.15

1171 - Brady, City of (General Obligation Debt)

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

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

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

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

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

[Download to Excel](#)

Change Fiscal Year
End

09/30/2024



Submit

Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2024	\$118,274	\$116,627	\$117,448	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$352,349
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

TO: MAYOR AND COUNCIL

FROM: FINANCE / UTILITY DEPARTMENTS

SUBJECT: MONTHLY CUSTOMER SERVICE REPORT

DATE: November 30, 2023

[illegible]

SERVICE ORDER REPORT FY 23-24

[illegible][illegible]

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	683											
Home Delivered Meals	911	746											
Total Meals	1,622	1,429	-	-	-	-	-	-	-	-	-	-	-
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	114											
Green Fees	\$ 2,068.00	\$ 1,661.00											
Membership Rounds	331	299											
Student Rounds	7	8											
Total Rounds	479	421											
Trail Fee													
Trail Fee Revenues													
Cart Rentals	101	65											
Cart Revenue	\$ 1,693.74	\$ 1,219.49											
Cart Shed Rental													
Vending Revenue	\$ 725.94	\$ 761.82											
Memberships	99	37											
Membership Fees	\$ 20,690.00	\$ 4,800.00											
Driving Range	31	17											
Range Revenue	\$ 112.40	\$ 60.00											
Misc.													
Total Revenue	\$ 25,290.08	\$ 8,502.31											

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
11/1/2023	\$82.25	\$0.00	\$0.00	\$0.00
11/2/2023	\$73.63	\$13.63	\$23.44	\$13.44
11/3/2023	\$84.27	\$34.27	\$98.91	\$54.91
11/4/2023	\$62.76	\$28.26	\$352.56	\$154.31
11/5/2023	\$3.23	\$3.23	\$145.72	\$101.22
11/6/2023	\$0.00	\$0.00	\$0.00	\$0.00
11/7/2023	\$29.23	\$9.23	\$130.66	\$113.91
11/8/2023	\$92.88	\$39.13	\$83.07	\$53.07
11/9/2023	\$0.00	\$0.00	\$0.00	\$0.00
11/10/2023	\$38.52	\$18.52	\$173.13	\$73.63
11/11/2023	\$22.62	\$20.37	\$0.00	\$0.00
11/12/2023	\$113.09	\$43.09	\$53.03	\$33.03
11/13/2023	\$0.00	\$0.00	\$0.00	\$0.00
11/14/2023	\$13.00	\$3.00	\$22.52	\$12.52
11/15/2023	\$17.27	\$5.77	\$27.52	\$12.52
11/16/2023	\$14.89	\$13.39	\$151.72	\$91.72
11/17/2023	\$18.96	\$14.46	\$0.00	\$0.00
11/18/2023	\$25.66	\$4.16	\$117.30	\$71.55
11/19/2023	\$0.00	\$0.00	\$99.87	\$39.87
11/20/2023	\$0.00	\$0.00	\$0.00	\$0.00
11/21/2023	\$36.68	\$16.68	\$108.72	\$54.22
11/22/2023	\$62.01	\$29.76	\$162.11	\$90.61
11/23/2023	\$0.00	\$0.00	\$0.00	\$0.00
11/24/2023	\$98.36	\$35.86	\$352.29	\$180.04
11/25/2023	\$112.49	\$37.49	\$236.25	\$54.00
11/26/2023	\$4.47	\$3.47	\$0.00	\$0.00
11/27/2023	\$0.00	\$0.00	\$0.00	\$0.00
11/28/2023	\$4.85	\$4.85	\$16.56	\$15.06
11/29/1930	\$5.08	\$5.08	\$72.18	\$42.18
11/30/2023	\$51.21	\$12.71	\$66.91	\$44.66
Total	\$1,067.41	\$396.41	\$2,494.47	\$1,306.47

Manager Signature

Total Gross Sales: \$3,561.88



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

				2023									
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Person Crimes	18	12											30
Property Crimes	29	11											40
Narcotics Crimes	26	15											41
Disturbances	42	34											76
Felony Arrests	15	9											24
Misdemeanor Arrests	38	22											60
Suspicious Person/Vehicle	56	22											78
Bldg. Checks	51	42											93
Mental Health	13	13											26
Felony Warrant	6	2											8
Misd. Warrant	10	6											16
DWI	0	1											1
Alarms	3	10											13
Agency Assist	41	40											81
Public Assist	42	45											87
Escorts	5	3											8
M.I.'s	72	72											144
Follow- up's	16	21											37
Traffic Control	5	5											10
Close Patrols	61	54											115
Civil Matters	18	17											35
Juvenile	10	8											18
Crash Investigation	8	14											22
Welfare Concern	26	21											47
Information	37	36											73
Death Calls	0	2											2
Verbal Warnings	179	214											393
Written Warnings	56	100											156
Citations	77	102											179
													0
Reports/Supplements	54	52											106
Total Calls	1014	1005	0	0	0	0	0	0	0	0	0	0	2019
Brady Police Department Abbreviations:													
FV - Family Violence DW - Deadly Weapon PS - Public Servant FI - Financial Instrument CS - Controlled Substance BI - Bodily Injury DOC - Disorderly Conduct													
DWI - Driving While Intoxicated MJ - Marijuana DD - Dangerous Drug DWLI - Driving While License Invalid DWLS - Driving While License Suspended													

CALLS 2023-2024	OCT	NOV	DEC	JAN	FEB	MAR	APR
RUNS	79	70					
INSURANCE	33	29					
ALS	33	35					
BLS	28	26					
ALS FALL	1	5					
BLS FALL	3	5					
TRAUMA	20	12					
TRAUMA DEATH	0	0					
D.O.A.	0	1					
M.V.A. CITY	3	2					
M.V.A. COUNTY	3	3					
FIRE CITY	2	3					
FIRE COUNTY	2	1					
HELICOPTER	1	1					
HELICOPTER REFUSAL	0	0					
COUNTY CALLS	8	14					
CANCEL	2	2					
TRANSFER	0	0					
REFUSAL	26	22					
GAS LEAK	0	0					
MEDICAL ALARM	1	3					
FIRE ALARM	0	0					
LIFT ASSIST	0	0					
OVER 20 MINUTES	9	10					
OTHER	1	1					
B.V.F.D. CITY	1	0					
B.V.F.D. COUNTY	6	3					

2023 RUNS

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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	
316712	11/10/2023	Mike	Roy	CC		\$100.00							\$0.00	\$0.00	\$0.00	\$0.00	\$100.00					
316713	11/10/2023	Dale	Scott	CC		\$100.00							\$0.00	\$0.00	\$0.00	\$0.00	\$100.00					
316714	11/10/2023	Stan	Amyett	CC	\$100.00	\$100.00							\$0.00	\$0.00	\$0.00	\$0.00	\$200.00					
316715	11/10/2023	Rick	Morgan	CC		\$100.00							\$0.00	\$0.00	\$0.00	\$0.00	\$100.00					
316716	11/10/2023	Trennen	Merren	CH		\$200.00							\$0.00	\$0.00	\$0.00	\$0.00	\$200.00					
316717	11/10/2023	Tom	Bowles	CH		\$100.00							\$0.00	\$0.00	\$0.00	\$0.00	\$100.00					
316718	11/10/2023		Day Aircraft	CH	\$700.00								\$0.00	\$0.00	\$0.00	\$0.00	\$700.00					
316719	11/10/2023	Jeff	Smaistrila	CH	\$30.00								\$0.00	\$0.00	\$0.00	\$0.00	\$30.00					
316720	11/10/2023	Hector	Raudry	CH					50				\$0.00	\$0.00	\$0.00	\$0.00	\$50.00					
316721	11/10/2023	Clay	Powell	CH	\$100.00								\$0.00	\$0.00	\$0.00	\$0.00	\$100.00					
316722	11/10/2023	Billie	Roddie	CH		\$100.00							\$0.00	\$0.00	\$0.00	\$0.00	\$100.00					
316723	11/10/2023	Richard	Jolliff	CH		\$100.00							\$0.00	\$0.00	\$0.00	\$0.00	\$100.00					
316724	11/10/2023	Slade	Townsend	CH	\$100.00								\$0.00	\$0.00	\$0.00	\$0.00	\$100.00					
316725	11/15/2023	Dale	Scott	CH							\$ 13.00	\$ 1.07	\$0.00	\$0.00	\$0.00	\$0.00	\$14.07					
316727	11/25/2023	Mike	Roy	CH									\$178.32	\$0.00	\$0.00	\$0.00	\$178.32	5.590000	31.9			
													\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
													\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
1235	11/1/2023			CC									\$154.28	\$0.00	\$0.00	\$0.00	\$154.28	5.590000	27.6			
1236	11/1/2023	Clint	Rejsek	CC									\$258.82	\$0.00	\$0.00	\$0.00	\$258.82	5.590000	46.3			
1237	11/1/2023			CC									\$55.90	\$0.00	\$0.00	\$0.00	\$55.90	5.590000	10			
1238	11/2/2023			CC									\$0.00	\$1,644.50	\$0.00	\$0.00	\$1,644.50	5.750000		286		
1239	11/3/2023			CC									\$0.00	\$563.50	\$0.00	\$0.00	\$563.50	5.750000		98		
1240	11/3/2023			CC									\$0.00	\$575.00	\$0.00	\$0.00	\$575.00	5.750000		100		
1242	11/3/2023	James	McKeever	CC									\$189.50	\$0.00	\$0.00	\$0.00	\$189.50	5.590000	33.9			
1243	11/6/2023	Larry	Curtis	CC	\$25.00								\$0.00	\$0.00	\$0.00	\$0.00	\$25.00					
1244	11/7/2023		Skyhorse	CC									\$741.15	\$0.00	\$0.00	\$0.00	\$741.15	5.490000	135			
1245	11/7/2023			CC									\$0.00	\$1,495.00	\$0.00	\$0.00	\$1,495.00	5.750000		260		
1246	11/8/2023	Al	Lavenue	CC									\$615.43	\$0.00	\$0.00	\$0.00	\$615.43	5.490000	112.1			
1247	11/8/2023			CC									\$0.00	\$425.50	\$0.00	\$0.00	\$425.50	5.750000		74		
1248	11/11/2023	Stan	Amyett	CC									\$45.28	\$0.00	\$0.00	\$0.00	\$45.28	5.590000	8.1			
1249	11/11/2023	Dallas	Meldrun	CC	\$100.00								\$87.20	\$0.00	\$0.00	\$0.00	\$187.20	5.590000	15.6			
1250	11/14/2023	David	Morton	CC							\$ 24.00	\$ 1.98	\$127.45	\$0.00	\$0.00	\$0.00	\$153.43	5.590000	22.8			
1251	11/14/2023	Clint	Rejsek	CC		\$100.00							\$0.00	\$0.00	\$0.00	\$0.00	\$100.00					
1252	11/14/2023	David	Morton	CC	\$100.00								\$0.00	\$0.00	\$0.00	\$0.00	\$100.00					
1253	11/14/2023	Brant	Glenn	CC		\$100.00							\$219.13	\$0.00	\$0.00	\$0.00	\$319.13	5.590000	39.2			
1254	11/15/2023	Al	Lavenue	CC									\$463.36	\$0.00	\$0.00	\$0.00	\$463.36	5.490000	84.4			
1255	11/16/2023			CC									\$0.00	\$690.00	\$0.00	\$0.00	\$690.00	5.750000		120		
1256	11/16/2023			CC									\$199.00	\$0.00	\$0.00	\$0.00	\$199.00	5.590000	35.6			
1257	11/16/2023	Clint	Rejsek	CC									\$301.30	\$0.00	\$0.00	\$0.00	\$301.30	5.590000	53.9			
1258	11/16/2023	David	Morton	CC									\$82.17	\$0.00	\$0.00	\$0.00	\$82.17	5.590000	14.7			
1259	11/17/2023			CC									\$233.66	\$0.00	\$0.00	\$0.00	\$233.66	5.590000	41.8			
1260	11/18/2023			CC						\$ 50.00			\$5.59	\$0.00	\$0.00	\$0.00	\$55.59	5.590000	1			
1261	11/18/2023			CC						\$ 50.00			\$0.00	\$2,501.25	\$0.00	\$0.00	\$2,551.25	5.750000		435		
1262	11/20/2023			CC									\$131.92	\$0.00	\$0.00	\$0.00	\$131.92	5.590000	23.6			
1263	11/21/2023			CC									\$0.00	\$575.00	\$0.00	\$0.00	\$575.00	5.750000		100		
1264	11/22/2023			CC									\$79.94	\$0.00	\$0.00	\$0.00	\$79.94	5.590000	14.3			
1265	11/22/2023			CC									\$0.00	\$517.50	\$0.00	\$0.00	\$517.50	5.750000		90		
1266	11/22/2023			CC	\$60.00								\$0.00	\$0.00	\$0.00	\$0.00	\$60.00					
1267	11/22/2023			CC									\$167.70	\$0.00	\$0.00	\$0.00	\$167.70	5.590000	30			

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OPS Report - Airport

INVOICE	DATE	SE	ME	Turbine	Jet	HELO
316712	11/10/2023	2				
316713	11/10/2023	2				
316714	11/10/2023	2				
316715	11/10/2023	2				
316716	11/10/2023	2				
316717	11/10/2023	2				
316720	11/10/2023	2				
316721	11/10/2023	2				
316722	11/10/2023	2				
316723	11/10/2023	2				
316724	11/10/2023	2				
316725	11/15/2023	2				
316727	11/25/2023	2				
1235	11/1/2023					4
1236	11/1/2023	2				
1238	11/2/2023		2			
1239	11/3/2023					4
1240	11/3/2023				4	
1242	11/3/2023	2				
1244	11/7/2023					4
1245	11/7/2023				4	
1246	11/8/2023		2			
1247	11/8/2023					4
1248	11/11/2023	2				
1249	11/11/2023	2				
1250	11/14/2023	2				
1251	11/14/2023	2				
1252	11/14/2023	2				
1253	11/14/2023	2				
1254	11/15/2023		2			
1255	11/16/2023				4	
1256	11/16/2023	2				
1257	11/16/2023	2				
1258	11/16/2023	2				
1259	11/17/2023	2				
1260	11/18/2023				4	
1261	11/18/2023				4	

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1262	11/20/2023	2				
1263	11/21/2023				4	
1264	11/22/2023	2				
1265	11/22/2023				4	
1266	11/22/2023	2				
1268	11/22/2023	2				
1269	11/24/2023				4	
1270	11/24/2023				4	
1271	11/26/2023	2				
1272	11/25/2023	2				
1273	11/27/2023	2				
1274	11/27/2023				4	
1275	11/27/2023			4		
1276	11/27/2023				4	
1277	11/28/2023		2			
1278	11/29/2023			4		
1279	11/29/2023	2				
TOTAL OPS		66	8	8	44	16

Municipal Court Monthly Report
NOVEMBER 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:	3,122	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
2. New Cases Filed	118	0	0	7	0	0
3. Cases Reactivated	21	0	0	8	0	0
4. All other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket	1,903	1	0	998	6	80
6. Dispositions Prior to Court Appearance or Trial:						
a. Uncontested Dispositions	56	0	0	23	0	0
b. Dismissed by Prosecuton	0	0	0	0	0	0
7. Dispositions at Trial:						
a. Convictions:						
1) Guilty Plea or Nolo Contendere	1	0	0	1	0	0
2) By the Court	0	0	0	0	0	0
3) By the Jury	0	0	0	0	0	0
b. Acquittals:						
1) By the Court	0	0	0	0	0	0
2) By the Jury	0	0	0	0	0	0
c. Dismissed by Prosecution	0	0	0	0	0	0
8. Compliance Dismissals:						
a. After Driver Safety Course	3					
b. After Deferred Disposition	1	0	0	0	0	0
c. After Teen Court	0	0	0	0	0	0
d. After Tobacco Awareness Course					0	
e. After Treatment for Chemical Dependency				0	0	
f. After Proof of Financial Responsibility	0					
g. All other Transportation Code Dismissals	2	0	0	0	0	0
9. All other Dispositions	0	0	0	0	0	0
10. Total Cases Disposed	63	0	0	24	0	0
11. Cases Placed on Inactive Status	76	0	0	8	0	0
12. Total Cases Pending End of Month:	3,177	1	0	1,376	9	97
a. Active Cases	1,764	1	0	966	6	80
b. Inactive Cases	1,413	0	0	410	3	17
13. Show Cause Hearings Held	5	0	0	0	0	0
14. Cases Appealed:						
a. After Trial	0	0	0	0	0	0
b. Without Trial	1	0	0	0	0	0

Additional Activity	Total
Cases in Which a Fine and Court Costs Satisfied by Community Service	
a. Partial Satisfaction	1
b. Full Satisfaction	4
Cases in Which Fine and Court Costs Satisfied by Jail Credit	28
Cases in Which Fine and Court Costs Waived for Indigency	0
Amount of Fines and Court Costs Waived for Indigency	\$0.00
18. Fines, Court Costs and Other Amounts Collected:	
a. Kept By City	\$11,390.19
b. Remitted to State	\$6,743.39
c. Total	\$18,133.58
Arrest Warrants Issued	90

Civil Section	Total Cases
1. Total Cases Pending First of Month	326
a. Active Cases	282
b. Inactive Cases	44
2. New Cases Filed	6
3. Cases Reactivated	0
4. All other Cases Added	0
5. Total Cases On Docket	288
6. Uncontested Civil Fines or Penalties	4
7. Default Judgments	0
8. Agreed Judgments	0
9. Trial/Hearing by Judge/Officer	0
10. Trial By Jury	0
11. Dismissed for Want of Prosecution	0
12. All Other Dispositions	0
13. Total Cases Disposed	4
14. Cases Placed on Inactive Status	0
15. Total Cases Pending End of Month:	328
a. Active Cases	284
b. Inactive Cases	44
16. Cases Appealed:	
a. After Trial	0
b. Without Trial	0

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

Presiding Judge: Justin Tyler Owens
Prepared by Court Clerk Valerie Gonzalez
Official Report Submitted to The Office of Court Administration 12-05-2023