



*The City of Bruceville-Eddy Rising into the Future*

143 Wilcox Drive  
Eddy, Texas 76524

[www.bruceville-eddy.us](http://www.bruceville-eddy.us)

Phone: (254) 859-5964  
Fax: (254) 859-5779

**City Council Workshop**  
**July 8, 2021**  
**the workshop begins at 5:00 pm**

**OPEN TO THE PUBLIC**

**Citizens are encouraged to follow COVID-19 safety measures provided by CDC guidelines.**

Please join this Meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/921644917>

You can also dial in using your phone.

United States: [+1 \(646\) 749-3335](tel:+16467493335)

**Access Code:** 921-644-917

**Please mute your phones and computers to avoid any interference during the Meeting**

**This meeting is being live-streamed and available to watch live at:**

**<https://www.youtube.com/watch?v=qrqyHYMWrt0>**

**Workshop agenda:**

Council to discuss all items on the agenda.

City Administrators update the city council and discuss concerns.

**City Council Meeting Agenda**

**July 8, 2021 6:30 PM (CST)**

**1. Call to Order- Mayor Bass**

- a) Greetings
- b) Invocation
- c) Pledge of Allegiance
- d) Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.
- e) Roll Call

**2. Citizen Presentations-**

The City Council welcomes public comments at this point on items not specifically listed on the agenda. Speakers must sign up before the Meeting begins. Speakers are limited to five (5) minutes each. The Council cannot respond to matters not listed on the agenda until a future meeting.

**3. Police Report- Chief Dorsey**

**4. City Engineers Report**



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**a. Council to discuss, consider and possibly take action on approving payment of \$3,055.00 for application ID 2053421, Invoice Number 314284912 application the 1st of 5 UP Railroad Permit Applications for the New Sewer System. No action will be taken until UP Railroad receives the city's payment. NOTE: remaining UP Railroad permits will be \$755.00 each.**

5. Council to discuss, consider and possibly take action on paying Vivian Williams \$18,814.00.
6. Council to discuss, consider and possibly take action on paying Moreno Enterprises \$10,269.30
7. Council to discuss, consider and possibly take action on a long-term RV park with a game room on Hudson lane just outside of the city limits, within the ETJ requested to be on the agenda by Mr. Logan Selman

**8. Consent Agenda**

- a) Council to discuss and possibly approve minutes from June 24, 2021, City Council Meeting.

**Mayor and City Council Agenda Item Request:**

9. Council to discuss, consider and possibly take action on setting a special called meeting for a sewer update and to discuss sewer application agreement and fully hooking up customers, pumping their septic tank and backfilling it, as required, and any other sewer related matters.
10. Discuss, consider and possibly take action on Cost of Living and any recommended compensation adjustments for hourly and salaried City staff for the 2021-2022 budget year.

**City Administrator Agenda Items:**

11. Council to discuss, consider and possibly take action on approving the new and updated utility application.
12. Council to discuss, consider and possibly take action on approving the water meter moratorium for Falls County.

*The City Council reserves the right to adjourn into executive session at any time during this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections Tex Gov't Code 551.071 Consultation with Attorney and Texas Government Code Section Tex Gov't 551.074 Personnel Matters Closed Meeting, all acts, votes or decisions to be made in an open forum.*

*Agenda Posted originally posted 7/5/2021 12:24 pm by Sonya Bishop*

### 3. Police Report- Chief Dorse



## Police Department

143 Wilcox Dr.  
Eddy, TX 76524

[www.bruceville-eddy.org](http://www.bruceville-eddy.org)

Phone: 254-859-5072  
Fax: 254-859-5258

Police Department Activity Report: June 1, 2021 – June 30, 2021

### Calls for Service: Total 133

890 Dorsey	894 Martinez	895 Honstein	896 Roman
52	38	16	27

### Arrest, Offense, Incident Reports: Total 15

890 Dorsey	894 Martinez	895 Honstein	896 Roman
1	6	4	4

### Crash Reports: Total 8

890 Dorsey	894 Martinez	895 Honstein	896 Roman
3	3	2	0

### Citations & Warnings: Total 202

890 Dorsey	894 Martinez	895 Honstein	896 Roman
7 citations 5 warning	24 citations 31 warnings	22 citations 37 warnings	38 citations 38 warnings

Citations Total: 91

Warnings Total: 111

## Sonya Bishop

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**From:** Michael Dorsey  
**Sent:** Thursday, July 1, 2021 3:38 PM  
**To:** Sonya Bishop  
**Subject:** PD Agenda Item  
**Attachments:** Quote\_2050019 (1).pdf

Good Afternoon Mrs. Bishop,

I have attached the quote for the (5) new dash-cam units, and the (5) new in car-radar units, for the July 8th Agenda.

I would also like for Council to consider, and possibly approve moving the following funds:

10-21-6002 - \$27,040.00  
10-21-6004 - \$300.00  
10-21-6009 - \$1,100.00  
10-21-6107 - \$200.00  
10-21-6600 - \$2,500  
10-21-6602 - \$500.00

Total - \$31,640.00 (Amount applied to the purchase of new equipment)

Remaining Balance : \$7,615.00 (Asset Forfeiture)

Thank You,

M. Dorsey  
Chief of Police  
Bruceville-Eddy Police Department  
143 Wilcox Dr.  
Eddy, Texas 76524  
Phone # (254) 859-5072  
Fax # (254) 859-5258



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855 E. Collins Blvd  
Richardson, TX 75081  
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Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Mike Scaglione  
+1-972-801-4856  
michaels@a-concepts.com

Reg Sales Mgr: Dave Lowry  
+1-972-801-4850  
davel@stalkerradar.com

QUOTE  
# 2050019

Page 1 of 3

Date: 04/22/21

Effective From : 04/21/2021

Valid Through: 07/20/2021

Lead Time: 26 working days

<b>Bill To:</b> Bruceville/Eddy Police Dept 143 Wilcox Dr, #A Eddy, TX 76524	<b>Customer ID:</b> 013490  Accounts Payable	<b>Ship To:</b> Bruceville/Eddy Police Dept 143 Wilcox Dr Eddy, TX 76524-2666	<i>FedEx Ground</i>  Chief Michael Dorsey
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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	5	820-0113-00	CopTrax II w/7" Monitor & Panoramic Camera	0	\$6,750.00	\$33,750.00
	<b>Ln</b>	<b>Qty</b>	<b>Part Number</b>	<b>Description</b>	<b>Price</b>	<b>Ext Price</b>
	1	5	200-1094-01	CopTrax II In-car Video System, 3 USB Ports		\$0.00
	2	5	005-0223-00	Customer Provided Storage		\$0.00
	3	5	015-0221-01	CopTrax II Software License		\$0.00
	4	5	200-1098-00	CopTrax II DVR Mounting Bracket Kit		\$0.00
	5	5	200-1144-00	CopTrax II Wiring Kit, 6' Trigger Cable		\$0.00
	6	5	200-1347-00	7" Resistive Touchscreen Monitor		\$0.00
	7	5	200-1186-03	Console Mount for 7" Monitor, CopTrax		\$0.00
	8	5	015-0365-01	CopTrax II IR Back Seat Camera		\$0.00
	9	5	200-1301-10	CopTrax 140 degree Panoramic Camera, 1080P		\$0.00
	10	5	200-1205-03	Glass Mounting Kit for Front Camera		\$0.00
	11	5	200-1200-00	CopTrax 2.4 GHz Mic/Car Charging Cradle, 10' cable		\$0.00
	12	5	200-1200-10	CopTrax 2 GHz Wireless Microphone Transmitter		\$0.00
	13	5	200-1200-20	CopTrax 2GHz Wireless Docking Station		\$0.00
	14	5	015-0425-00	Dome Antenna, WiFi and GPS, Surface Mount		\$0.00
	15	5	026-0084-16	USB 2.0 M-F Active Ext Cable, 16'		\$0.00
	16	10	026-0039-15	Ethernet Cable, 15 feet Black		\$0.00
	17	5	015-0319-12	3.5mm M/M Stereo Audio Cable, 12'		\$0.00
	18	5	155-2528-25	CopTrax II Push Button Start/Stop Button,-01 Unit		\$0.00
	19	5	062-0124-00	CopTrax II Universal Software Load - 01 DVR		\$0.00
	20	5	155-2430-15	CopTrax II Radar Interface Cable, 15'	\$98.00	\$490.00
	22	5	200-1143-01	CopTrax II Operators Manual, Thumb Drive,(01-unit)		\$0.00
	23	5	035-0388-00	CopTrax Shipping Box Kit		\$0.00
	24	5	063-0011-00	CopTrax Software Svc Level Agreeemt-12 Mos		\$0.00
	25	5	063-0010-00	CopTrax Hardware-24 Month Warranty		\$0.00
	26	5	600-0000-00	CopTrax Vehicle Installation - Onsite Coptrax Tech Services	\$400.00	\$2,000.00
<b>Group Total</b>						<b>\$36,240.00</b>

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
2	5	806-0022-00	DSR 2 Antenna Radar	36	\$0.00	\$0.00
	<b>Ln</b>	<b>Qty</b>	<b>Part Number</b>	<b>Description</b>	<b>Price</b>	<b>Ext Price</b>
	27	5	200-0999-40	DSR Enhanced Counting Unit, 1.5 PCB		\$0.00

\*\* Continued on Next Page \*\*



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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price	
2	5	806-0022-00	DSR 2 Antenna Radar	36	\$0.00	\$0.00	
						<b>Group Total</b>	\$0.00

Ln	Qty	Part Number	Description	Price	Ext Price
28	5	200-1000-30	DSR Modular Display, Bright LEDs		\$0.00
29	10	200-1237-00	DSR Ka Antenna		\$0.00
30	5	200-0921-00	DSR Ergonomic Remote Control w/Screw Latch		\$0.00
31	5	200-0769-00	25 MPH/40 KPH KA Tuning Fork		\$0.00
32	5	200-0770-00	40 MPH/64 KPH KA Tuning Fork		\$0.00
33	5	200-0243-00	Counting/Display Tall Mount		\$0.00
34	5	200-0244-00	Antenna Dash Mount		\$0.00
35	5	200-0245-00	Antenna Tall Deck Mount		\$0.00
36	5	200-0648-00	Display Sun Shield		\$0.00
37	5	155-2055-08	Antenna Cable, 8 Ft		\$0.00
38	5	155-2055-16	Antenna Cable, 16 Ft		\$0.00
39	5	155-2283-51*	CAN/VSS Cable with Serial Data Port		\$0.00
40	5	200-0821-00	DSR Documentation Kit		\$0.00
41	5	035-0361-00	Shipping Container, Dash Mounted Radar		\$0.00
42	5	060-1000-36	36 Month Warranty		\$0.00

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price	
3	1		COPTRAX II Server Software - Licensing (one time fees)	0	\$0.00	\$0.00	
						<b>Group Total</b>	\$2,840.00

Ln	Qty	Part Number	Description	Price	Ext Price
43	1	600-0008-01	CopTrax/BWC Enterprise Installation-Single Server	\$1,545.00	\$1,545.00
44	1	600-0007-01	CopTrax Dashbrd/Admin SW Activation, 1-24 Users	\$1,295.00	\$1,295.00



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QUOTE  
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Product	\$39,080.00	Sub-Total:	\$39,080.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$175.00
		<b>Total: USD</b>	<b>\$39,255.00</b>

COPTRAX II IN-CAR VIDEO SYSTEM - DSR DIRECTIONAL RADAR (2 ANTENNA) BUNDLE DISCOUNT  
ON-PREMISES SERVER FOR VIDEO STORAGE: CUSTOMER SUPPLIED

001

STANDARD WARRANTIES: EXTENDED WARRANTIES AVAILABLE  
24 MOS HARDWARE  
12 MOS SOFTWARE SUPPORT, MAINTENANCE AND UPDATES

EXTENDED WARRANTY PRICING ON IN-CAR SYSTEMS:  
HARDWARE: 12 MO. EXTENSION \$309.00/Unit  
SOFTWARE: 24 MO. EXTENSION \$360.00/Unit

ANNUAL MAINTENANCE FEES: After expiration of the SOFTWARE warranty; The recurring software maintenance and support fees will be \$205.00/year for each ICV system. Body cameras are excluded.

VEHICLE INFORMATION: NEEDED PRIOR TO ORDER PLACEMENT

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

**Sonya Bishop**

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**From:** Johnny Tabor <taborengr@aol.com>  
**Sent:** Thursday, July 1, 2021 3:18 PM  
**To:** Sonya Bishop  
**Cc:** Connally Bass; Pam Combs  
**Subject:** City of Bruceville-Eddy  
**Attachments:** 20210701151004.pdf

Sonya: We have completed and submitted on-line the 1st of 5 UP Railroad Permit Applications for the New Sewer System and no action will occur until UP Railroad receives the City's payment.

The application fee for this 1st permit is \$3,055. Please print the attached confirmation page and mail it along with the check to the address as shown on the attachment as soon as possible.

(Note: On a future date, the remaining four UP Railroad permits (crossings) each will have a fee of \$755 which we will send by separate emails.)

Thank you,  
Johnny M. Tabor, P.E., President  
Tabor & Associates, Inc.  
Firm #3229  
1005 South 18th Street  
P O Box 1788  
Waco, Texas 76703  
Telephone: 254-756-2118  
taborengineers.com







## Utility Installation - New Application (Step 6 of 6)

Applicants must complete all application fields. To save your application progress and return at a later time, click the "next" button. Failure to click the "next" button will result in a loss of all data previously entered. To send your final application, you must click the "submit" button.

Step 1 Contact	Step 2 Licensee	Step 3 Installation / Location	Step 4 Attach Documents	Step 5 Pay and Submit	<b>Step 6 Acknowledgment</b>
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**Application ID: 2053421    New - Crossing and Parallel Encroachment: Underground Pipeline**

**Application ID: 2053421**

As a reminder, due to COVID-19, Union Pacific is unable to guarantee our normal response times. We will make every effort to review and respond to Tier 1 Rush requests within 10 business days (normally 5) and to Tier 2 Rush requests within 20 business days (normally 15). Again, all application and Rush fees are non-refundable once paid. We appreciate your understanding during this time.

Thank you for submitting your application. Before the review process can begin, you must submit payment of the application fees.

**Real Estate Reference Number: 0779304**

**Invoice Number: 314284912**

**Payment Information:**

<b>Application Fee (Encroachment):</b>	\$3,055.00
<b>Total:</b>	<b>\$3,055.00</b>

Allow 30-45 days for review for maintenance and crossing applications and document preparation. Allow 90-120 days for encroachment review and document preparation.

If you were unable to download your plan set or other information feel free to email them to the appropriate manager referencing the Real Estate Reference Number provided to you.

If you are mailing a check, [print this confirmation page](#) and mail it with the application fee.

Payments must be mailed with a copy of your confirmation page to:

**Union Pacific Railroad Company  
12567 Collections Center Drive  
Chicago, IL 60693**

**Please include the invoice number on your check! Invoice Number: 314284912**

Finish

Item 6 Logan Shelman Request to be on the agenda



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Eddy, Texas 76524

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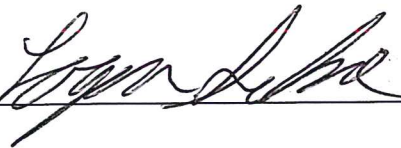
Phone: (254) 859-5964  
Fax: (254) 859-5779

I, the undersigned authority, do hereby request to be placed on the agenda

of: July 8th, 2021 to discuss the following:

Putting in long term RV Park with gameroom on  
Hudson Ln just outside the city limits.

Dated this 30 day of June 2021

Signed: 

Logan Selman  
selman952@gmail.com

Phone Number for contact: Home: \_\_\_\_\_ Cell: 254-206-1335

Address: 1963 Hobbs Ln Robinson, Tx 76706

**MUST BE APPROVED BY MAYOR** Mayor Connally Bass \_\_\_\_\_

Moved to next agenda of regular council session for approval: \_\_\_\_\_



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### City Council Workshop

June 24, 2021

the workshop begins at 5:00 PM council meeting 6:30pm

#### MINUTES

Workshop called to order by Mayor Bass at 5:04 pm

#### Workshop agenda:

Council to discuss all items on the agenda.

**Ricky Wiggins had some recommendations to make some changes on the Application & Agreement for Utility Services. Mr. Wiggins gave us a copy of his changes. Also, Mr. Fowler wanted to know if we would send this for legal review. He also had some changes to be made on the application. James Tolbert and Sonya Bishop will have a meeting and look over the changes. After they have made the changes, they will submit it back to the council for approval. No action taken.**

**Council discussed Item# 5 regarding selling the property on 301 4<sup>th</sup> Street. No action taken.**

City Administrators update the city council and discuss concerns.

Status of the Killough/Stewart water meter. Has there been any further contact or requests?

**City Administrator Sonya Bishop told the council she received a letter from Mr. Killough removing himself from the agenda. No action taken.**

Status of the review of the City Ordinances by Mr. Thomas. Have we updated all ordinances as discussed, and Mr. Thomas given any indication of a timeline of completion?

**Sonya Bishop read an email we received from Lloyd Thomas on June 23, 2021**

**Please consider this my status report for Council concerning the zoning and platting ordinances.**

**As I stated to you earlier, I am close to completing drafts of the zoning and platting ordinances. I have hired Kayla Landeros, Senior Counsel with West, Webb, Albritton & Gentry, P.C., to review the drafts for correctness.**

**I followed up with Kayla on her review. She stated that she intends to complete her review of the drafts by the end of next month (July). We will want to schedule a workshop meeting with Council the first week or so of August to discuss any specific requests or changes to the draft documents. We expect to have the final draft ready to present to Council by the end of September. If the initial draft meets with Council's approval during the workshop, the delivery date, of course, would be moved up considerably.**

**Please note that both of us will be out of town during the first week of July for family vacations. Kayla will be gone for 10 days. I will be gone for 7 days.**

**Also, please note and keep confidential that there are four to five parties interested in developing the land along Interstate 35 at Old Blevins Road. Two of the parties is interested in developing commercial along the Interstate and residential behind (west) of the commercial development. I have been trying to slow the push by these parties, so that the ordinances can be put in place before they contact Bruceville-Eddy about zoning, platting and building permits. No action taken.**

Sonya Bishop, City Administrator presented her Administrator Report during the workshop.

- a. We had 65 water disconnects and some very unhappy customers. Hopefully the more we enforce the policy the less disconnects we will have.
- b. The bullet proof glass came in, however Michael Phelps with Glass Doctor of Hewitt said there were some issues. He is supposed to give me a date of when they will be able to install.
- c. Cefco has not provided any updates on their plans for the property, I emailed again and hope to hear back something prior to our next meeting.
- d. There was some confusion with the easements, however, it turns out that someone at the engineer's office had left out important information so that issue has been rectified. The map ledger was incorrect.



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- e. Trash service has been a nightmare. I have been in contact with the corporate leaders and they assured me we would see positive changes, there maybe a time in the future the Council will be asked to make a decision about changing the trash service and ending the contract (if we are able to legally based on poor service) I am working on this.
- f. Esther is on vacation. Pam and I will be filling in for her while she is gone the next two weeks.
- g. Natalie Moore, our temp agency employee is doing great. She has picked up very well to the software.
- h. Judge Madison has determined for safety measures court will not go live until October. Court will continue to be held remotely.
- i. After our budget meeting I emailed all department heads their budget worksheets and asked them to create their wish list. Those are due back to me by July 9<sup>th</sup>. I will then enter those into the system and generate budget worksheets for the budget committee. Hopefully we can set up some budget committee meetings in the future.

No action taken on 1 thru 9

Motion made by Linda Owens to adjourned the workshop, 2<sup>nd</sup> by Cecil Griffin, Yay 5 Nay 0, Motion passes  
Workshop adjourned at 5:58 pm

City Council Meeting  
June 24, 2021 at 6:30 pm

1. Council Meeting call to order by Mayor Bass at 6:30 pm

Row Call: Mayor Bass, Pro-Tem Ricky Wiggins, councilmen James Tolbert, Marc Fowler, Cecil Griffin, councilwoman Linda Owens, Chief Dorsey, City Administrator-Sonya Bishop, City Secretary-Pam Combs, Water Dept – Gene Sprouse on the phone, Officer Martinez.

2. Police Report-Chief Dorsey

- a) Council to discuss, consider, and possibly take action on approving ordinance 052021, an ordinance regulation for the use of recreational vehicles and travel trailers for residential purposes.

Motion made by Ricky Wiggins to approve Ordinance 052021 regulating the use of recreational vehicles and travel trailers for residential purposes and for the ordinance to not change and stay the same as written. 2<sup>nd</sup> by James Tolbert. Yay- 3, Cecil Griffin, James Tolbert, Ricky Wiggins, Nay-2 Linda Owens, Marc Fowler. Motion passes

- b) Code Enforcement – No action taken

- c) Police Department Report – Refer to Item 2C of the agenda packet. No motion.

3. Citizen Presentations –None

4. Council to discuss, consider, and possibly take action on paying Vivian Williams \$18,814.00 for construction on the new city hall.

Mayor Bass tabled item 4, because Ms. Williams informed the mayor, she would not be able to attend the meeting. No action taken.

5. Council to discuss, consider, and possibly take action on property located at 301 4<sup>th</sup> St., Eddy, Texas. Lots A10,11, and 12, Block 7 Kincannon, Eddy, Texas. Tax account 106028500021008.



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**Motion made by Linda Owens for the City to release the property to be sold. 2<sup>nd</sup> by Marc Fowler, Yay 5 Nay 0, Motion passes.**

**6. Consent Agenda**

- a) Council to discuss and possibly approve minutes from June 3, 2021, Special Called Council Meeting.

**Motion made by Linda Owens to approve the minutes from June 3, 2021, Special Called Council Meeting. 2<sup>nd</sup> by Ricky Wiggins, Yay 5 Nay 0. Motion passes.**

**Mayor and City Council Agenda Item Request:**

7. Council to discuss, consider, and possibly take any action it deems appropriate and necessary. (A/R) accounts receivable, water service agreement, tap fee, deposits, easements. Any policies procedures or ordinance creation relating to any of these.

**Motion made by Ricky Wiggins to amend the service agreement as discussed in the workshop. Once the adjustments are made bring it back to the city council for final approval. 2<sup>nd</sup> by Marc Fowler, Yay 5 Nay 0. Motion passes.**

8. The Council to consider, discuss, and possibly take any action necessary on-for the investments of the City within the laws, rules, and regulations as per law and city ordinances as pertains to Municipalities.

**Motion made by Ricky Wiggins for James Tolbert to meet with Esther and Sonya regarding reinvesting our investments and bring it back to the council. 2<sup>nd</sup> by Cecil Griffin, Yay 5 Nay 0. Motion passes**

9. Council to discuss, consider, and possibly take action on approving a Town Hall Meeting to provide an opportunity to the citizens of the Greater Bruceville-Eddy community to offer input regarding establishing a Local Emergency Management Plan. The meeting date will be Saturday, July 10<sup>th</sup>, from 10:00 to 11:30 am in the new City Hall Council Room at 144 Wilcox Drive.

**Motion made by James Tolbert for the City of Bruceville-Eddy to host a town hall meeting for the Local Emergency Management Plan on Saturday, July 10<sup>th</sup>, from 10:00 to 11:30 am in the new City Hall Council Room at 144 Wilcox Drive. 2<sup>nd</sup> by Ricky Wiggins, Yay 5 Nay 0. Motion passes.**

**10. Financial Reports**

- a) Council to discuss, consider, and possibly take action on approving financial reports for May 2021.  
b) Council to discuss and possibly approve accounts payable for May 2021 for water and general fund.

**Motion made by Linda Owens to approve the financial reports for May 2021 and to approve accounts payable for water and general fund, May 2021. 2<sup>nd</sup> by Ricky Wiggins, Yay 5 Nay 0. Motion passes.**

**City Administrator Agenda Items.**

11. Discussion and consider adoption of an Ordinance authorizing publication of Notice of Intention to the Issue City of Bruceville-Eddy, Texas Certificates of Obligation, Series 2021.

12. Council to discuss, consider, and possible take action on posting A NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION. The notice published in the Waco Tribune-Herald on June 25, 2021 and this same NOTICE will be posted on the city website and remain posted until August 26, 2021.



*The City of Bruceville-Eddy Rising into the Future*

144 Wilcox Drive  
Eddy, Texas 76524

www.bruceville-eddy.us

Phone: (254) 859-5964  
Fax: (254) 859-5779

**Motion made by James Tolbert, to approve Item 11 and 12 at the same time. To adopt an Ordinance authorizing publication of Notice of Intention to the Issue City of Bruceville-Eddy, Texas Certificates of Obligation, Series 2021. Also, to take action on posting A NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION. The notice published in the Waco Tribune-Herald on June 25, 2021 and this same NOTICE will be posted on the city website and remain posted until August 26, 2021. 2<sup>nd</sup> by Marc Fowler, Yay 5 Nay 0. Motion passes.**

- 13. Council to discuss, consider, and possibly take action on proposed 60–90-day extension on the Development Agreement for the Provision of Retail Water Public Service between the City and Creekside Ranch Group, LLC.

**Motion made by Ricky Wiggins for the city to amend and accept a 90 extension to the Development Agreement for the Provision of Retail Water Public Service between the City and Creekside Ranch Group, LLC. 2<sup>nd</sup> by Linda Owens Yay 5 Nay 0. Motion passes.**

- 14. Council to discuss, consider, and possibly take action on allowing Mr. Guzman to pay the remaining balance of \$200.00 for a meter at 501 Westgate I. The Council declared the meter abandoned on March 25, 2021. A motion was made by Marc Fowler to deny the refund for the tap fee and to forgive the \$200.00 left due on the tap and the monthly minimum billed against the account until the meter was pulled. 2<sup>nd</sup> by Cecil Griffin, and all were in favor.

**Motion made by Marc Fowler for Mr. Guzman to pay \$200.00 to get his meter back and to pay the \$35.00 base rate each month. 2<sup>nd</sup> by Linda Owens. Yay 4 Linda Owens, Marc Fowler, Cecil Griffin, and Ricky Wiggins. Nay 1 James Tolbert. Motion passes.**

- 15. Council to discuss, consider, and possibly ask the city attorney to draw up an amendment to the current building code ordinance.

**Motion made by Cecil Griffin for Ricky Wiggins and Sonya Bishop to work together to come up with a current building code ordinance. Once they finish, they will submit it to the council before seeking legal advice. 2<sup>nd</sup> by Linda Owens Yay 5 Nay 0. Motion passes.**

- 16. Council to discuss, consider, and possibly take action on approving water meter moratorium for Falls County.

**Table. The council did not approve of some of the wording on the meter moratorium. So, the ordinance would need to be rewritten. No action taken.**

**Motion made by Linda Owens to adjourn the meeting. 2<sup>nd</sup> by Cecil Griffin. Yay 5 Nay 0. Motion passes. Meeting adjourned at 8:09 pm**

\_\_\_\_\_ Date: \_\_\_\_\_  
Connally Bass, Mayor

\_\_\_\_\_ Date: \_\_\_\_\_  
Pam Combs, City Secretary

**NEWS RELEASE**  
 BUREAU OF LABOR STATISTICS  
 U. S. D E P A R T M E N T O F L A B O R



For Release: Thursday, June 10, 2021

21-1044-ATL

SOUTHEAST INFORMATION OFFICE: Atlanta, Ga.

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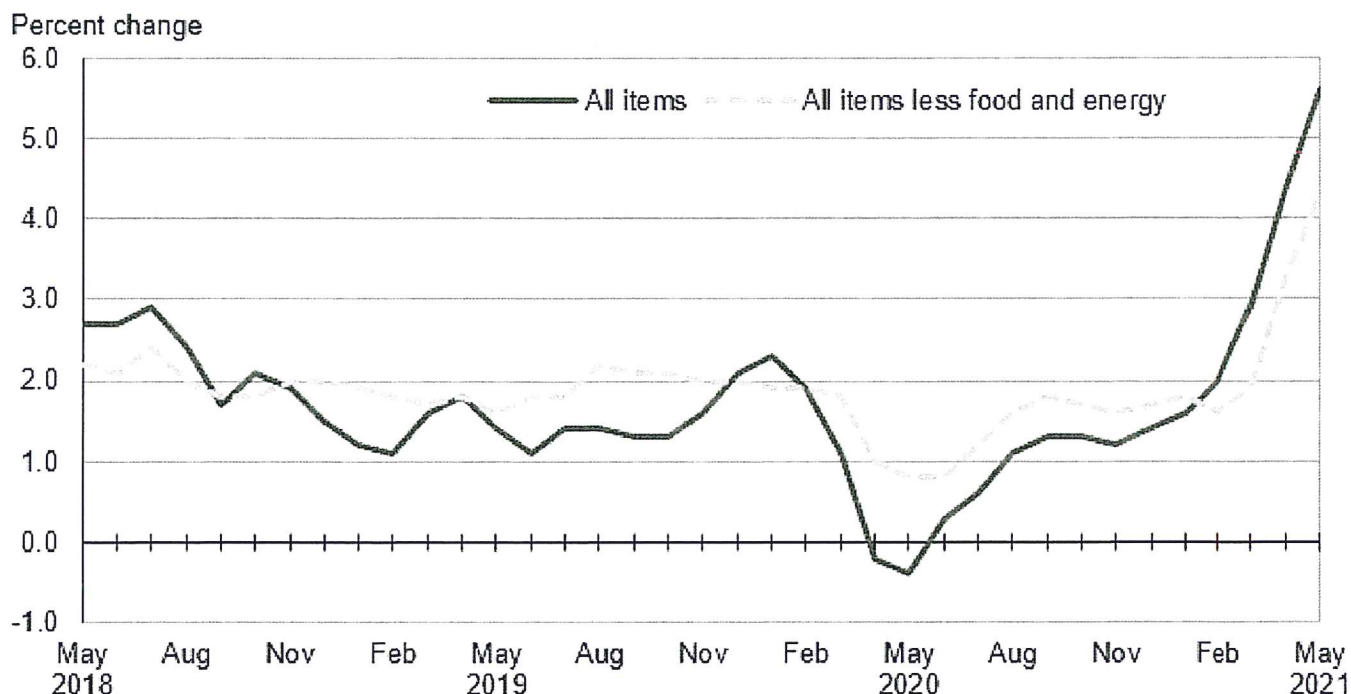
**Consumer Price Index, South Region – May 2021**

**Prices in the South up 0.8 percent over the month and 5.6 percent over the past year**

The Consumer Price Index for All Urban Consumers (CPI-U) for the South rose 0.8 percent in May, the U.S. Bureau of Labor Statistics reported today. The index for all items less food and energy also increased 0.8 percent over the month. The energy index increased 2.7 percent in May, while the food index edged up 0.3 percent over the month. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes reflect the impact of seasonal influences.)

The all items CPI-U for the South advanced 5.6 percent for the 12 months ending in May, after increasing 4.4 percent over the 12 month period ending in April. The index for all items less food and energy increased 4.3 percent over the past year, while the energy index jumped 30.6 percent. The food index rose 1.7 percent over the past 12 months. (See chart 1 and table 1.)

**Chart 1. Over-the-year percent change in CPI-U, South region, May 2018–May 2021**



Source: U.S. Bureau of Labor Statistics.

## Food

The food index edged up 0.3 percent in May. The food away from home and the food at home indexes each increased over the month, up 0.5 percent and 0.2 percent, respectively.

The food index rose 1.7 percent for the 12 months ending in May, reflecting increases in the food away from home (3.0 percent) and food at home (0.8 percent) indexes.

## Energy

The energy index rose 2.7 percent in May, led by a 4.5-percent increase in the gasoline index. The electricity index rose 0.6 percent in May, while the utility (piped) gas service index was up 0.8 percent over the month.

The energy index jumped 30.6 percent for the 12 months ending in May, reflecting a 64.9-percent spike in the gasoline index. The electricity and the utility (piped) gas service indexes also increased over the year, up 4.4 percent and 12.5 percent, respectively.

## All items less food and energy

The index for all items less food and energy rose 0.8 percent in May. Several indexes increased over the month, including the new and used motor vehicles index, up 3.6 percent—driven by a 6.5-percent increase in the used cars and trucks index. The shelter index rose 0.4 percent in May, while the medical care index declined 0.1 percent over the month.

The index for all items less food and energy advanced 4.3 percent for the 12 months ending in May, reflecting increases across many indexes. The new and used motor vehicles index jumped 14.5 percent over the past year, led by a 29.1 percent sharp increase in the used cars and trucks index. Shelter (2.7 percent) was also among the indexes to increase over the past 12 months.

## Geographic divisions

Additional price indexes are now available for the three divisions of the South. The all items CPI-U advanced 1.1 percent in the East South Central division in May. The all items index rose 0.9 percent in the West South Central division and 0.7 percent in the South Atlantic division.

Over the year, the all items index advanced 7.0 percent in the East South Central division. The all items index rose 5.5 percent in the West South Central division and 5.2 percent in the South Atlantic division.

**Table A. South region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted**

Month	2017		2018		2019		2020		2021	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January.....	0.5	2.6	0.5	1.8	0.2	1.2	0.3	2.3	0.5	1.6
February.....	0.2	2.8	0.6	2.1	0.5	1.1	0.2	1.9	0.5	2.0
March.....	0.0	2.2	0.2	2.3	0.7	1.6	-0.1	1.1	0.8	2.9
April.....	0.2	2.0	0.4	2.4	0.5	1.8	-0.8	-0.2	0.7	4.4
May.....	0.0	1.7	0.3	2.7	-0.1	1.4	-0.2	-0.4	0.8	5.6
June.....	0.2	1.5	0.2	2.7	-0.1	1.1	0.6	0.3		
July.....	-0.2	1.6	0.0	2.9	0.3	1.4	0.6	0.6		
August.....	0.4	1.9	-0.1	2.4	-0.1	1.4	0.4	1.1		
September.....	0.7	2.4	0.0	1.7	0.0	1.3	0.2	1.3		
October.....	-0.2	2.0	0.2	2.1	0.2	1.3	0.1	1.3		
November.....	-0.1	2.1	-0.3	1.9	0.0	1.6	-0.1	1.2		
December.....	-0.1	1.8	-0.5	1.5	0.0	2.1	0.2	1.4		



**The Consumer Price Index for June 2021 is scheduled to be released on Tuesday, July 13, 2021 at 8:30 a.m. (ET).**

### **Coronavirus (COVID-19) Impact on May 2021 Consumer Price Index Data**

Data collection by personal visit for the Consumer Price Index (CPI) program has been suspended since March 16, 2020. When possible, data normally collected by personal visit were collected either online or by phone. Additionally, data collection in May was affected by the temporary closing or limited operations of certain types of establishments. These factors resulted in an increase in the number of prices considered temporarily unavailable and imputed. While the CPI program attempted to collect as much data as possible, many indexes are based on smaller amounts of collected prices than usual, and a small number of indexes that are normally published were not published this month. Additional information is available at [www.bls.gov/covid19/effects-of-covid-19-pandemic-on-consumer-price-index.htm](http://www.bls.gov/covid19/effects-of-covid-19-pandemic-on-consumer-price-index.htm).

### **Technical Note**

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total U.S. population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers approximately 29 percent of the total U.S. population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date; for most of the CPI-U the reference base is 1982-84 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107. For further details see the CPI home page on the Internet at [www.bls.gov/cpi](http://www.bls.gov/cpi) and the CPI section of the BLS Handbook of Methods available on the internet at [www.bls.gov/opub/hom/cpi/](http://www.bls.gov/opub/hom/cpi/).

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater

volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The **South region** is comprised of Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Federal Relay Service: (800) 877-8339.

**Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods South (1982-84=100 unless otherwise noted)**

Item and Group	Indexes			Percent change from-		
	Mar. 2021	Apr. 2021	May 2021	May 2020	Mar. 2021	Apr. 2021
<b>Expenditure category</b>						
All Items.....	255.319	257.207	259.343	5.6	1.6	0.8
All items (December 1977=100).....	414.162	417.225	420.690	-	-	-
Food and beverages .....	267.188	267.864	268.505	1.7	0.5	0.2
Food .....	268.796	269.430	270.230	1.7	0.5	0.3
Food at home .....	251.902	252.429	252.843	0.8	0.4	0.2
Cereal and bakery products .....	292.410	291.735	291.991	0.7	-0.1	0.1
Meats, poultry, fish, and eggs.....	262.199	265.295	269.414	0.4	2.8	1.6
Dairy and related products .....	229.155	230.689	230.855	-0.6	0.7	0.1
Fruits and vegetables .....	299.852	302.532	303.073	4.3	1.1	0.2
Nonalcoholic beverages and beverage materials.....	177.055	173.844	172.614	-0.7	-2.5	-0.7
Other food at home .....	220.207	220.016	218.561	0.2	-0.7	-0.7
Food away from home.....	296.709	297.504	298.872	3.0	0.7	0.5
Alcoholic beverages .....	244.542	245.797	244.295	0.4	-0.1	-0.6
Housing .....	253.492	254.420	255.748	3.2	0.9	0.5
Shelter .....	294.135	295.035	296.073	2.7	0.7	0.4
Rent of primary residence .....	309.371	309.792	310.396	2.2	0.3	0.2
Owners' equiv. rent of residences(1).....	297.083	297.504	298.219	2.5	0.4	0.2
Owners' equiv. rent of primary residence(1) .....	297.083	297.506	298.223	2.5	0.4	0.2
Fuels and utilities.....	244.545	245.347	246.614	5.2	0.8	0.5
Household energy .....	194.231	195.071	196.381	5.8	1.1	0.7
Energy services.....	194.267	195.060	196.262	5.5	1.0	0.6
Electricity .....	190.686	191.344	192.467	4.4	0.9	0.6
Utility (piped) gas service .....	202.030	203.654	205.288	12.5	1.6	0.8
Household furnishings and operations .....	127.802	128.853	131.044	4.7	2.5	1.7
Apparel .....	127.426	127.227	128.801	5.4	1.1	1.2
Transportation .....	217.108	223.261	230.219	21.1	6.0	3.1
Private transportation .....	218.620	224.089	230.671	21.4	5.5	2.9
New and used motor vehicles(2).....	106.964	111.368	115.328	14.5	7.8	3.6
New vehicles .....	156.265	156.554	158.453	3.9	1.4	1.2
New cars and trucks(2)(3).....	106.392	106.589	107.887	3.9	1.4	1.2
New cars(3).....	154.715	154.691	156.675	3.4	1.3	1.3
Used cars and trucks.....	154.649	169.650	180.607	29.1	16.8	6.5
Motor fuel .....	235.367	237.619	248.189	64.1	5.4	4.4
Gasoline (all types).....	234.240	236.444	247.047	64.9	5.5	4.5
Unleaded regular(3) .....	228.671	230.643	241.252	67.2	5.5	4.6
Unleaded midgrade(3)(4) .....	259.696	264.393	274.755	54.1	5.8	3.9
Unleaded premium(3).....	256.154	259.787	269.234	48.3	5.1	3.6
Motor vehicle insurance(5).....	941.732	953.621	954.337	15.1	1.3	0.1
Medical care .....	497.142	495.347	494.859	1.0	-0.5	-0.1
Medical care commodities.....	349.702	349.242	348.671	-1.3	-0.3	-0.2
Medical care services.....	547.050	544.805	544.344	1.6	-0.5	-0.1
Professional services .....	383.208	383.737	383.468	3.0	0.1	-0.1
Recreation(2).....	124.032	125.196	125.277	3.3	1.0	0.1
Education and communication(2).....	135.862	136.995	137.255	2.5	1.0	0.2
Tuition, other school fees, and child care(5) ..	1,362.743	1,366.035	1,368.951	0.5	0.5	0.2
Other goods and services .....	452.223	452.159	451.932	3.2	-0.1	-0.1
<b>Commodity and service group</b>						
All Items.....	255.319	257.207	259.343	5.6	1.6	0.8
Commodities .....	190.590	193.144	195.860	8.9	2.8	1.4

Note: See footnotes at end of table.

**Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods South (1982-84=100 unless otherwise noted) - Continued**

Item and Group	Indexes			Percent change from-		
	Mar. 2021	Apr. 2021	May 2021	May 2020	Mar. 2021	Apr. 2021
Commodities less food and beverages .....	155.072	158.189	161.532	13.7	4.2	2.1
Nondurables less food and beverages.....	202.107	203.199	206.612	16.8	2.2	1.7
Nondurables less food, beverages, and apparel .....	247.560	249.379	253.872	20.3	2.5	1.8
Durables .....	111.360	115.299	118.240	10.7	6.2	2.6
Services.....	320.505	321.644	323.120	3.5	0.8	0.5
Rent of shelter(1).....	302.362	303.298	304.383	2.7	0.7	0.4
Transportation services .....	353.713	362.159	368.005	11.2	4.0	1.6
Other services .....	359.375	360.409	360.732	2.9	0.4	0.1
<b>Special aggregate indexes</b>						
All items less medical care .....	242.161	244.221	246.476	6.0	1.8	0.9
All items less food .....	252.985	255.063	257.400	6.2	1.7	0.9
All items less shelter.....	241.280	243.553	246.118	6.9	2.0	1.1
Commodities less food .....	157.766	160.849	164.085	13.1	4.0	2.0
Nondurables .....	232.867	233.759	235.844	8.0	1.3	0.9
Nondurables less food.....	204.232	205.332	208.445	15.5	2.1	1.5
Nondurables less food and apparel.....	246.042	247.801	251.732	18.3	2.3	1.6
Services less rent of shelter(1).....	353.413	354.842	356.851	4.4	1.0	0.6
Services less medical care services.....	300.292	301.684	303.298	3.8	1.0	0.5
Energy .....	208.996	210.474	216.066	30.6	3.4	2.7
All items less energy .....	261.438	263.378	265.181	3.9	1.4	0.7
All items less food and energy .....	260.589	262.756	264.734	4.3	1.6	0.8
Commodities less food and energy commodities .....	148.704	151.883	154.261	6.9	3.7	1.6
Energy commodities.....	239.263	241.579	252.273	63.2	5.4	4.4
Services less energy services.....	333.867	335.043	336.548	3.4	0.8	0.4

**Footnotes**

- (1) Indexes on a December 1982=100 base.
- (2) Indexes on a December 1997=100 base.
- (3) Special index based on a substantially smaller sample.
- (4) Indexes on a December 1993=100 base.
- (5) Indexes on a December 1977=100 base.
- Data not available.

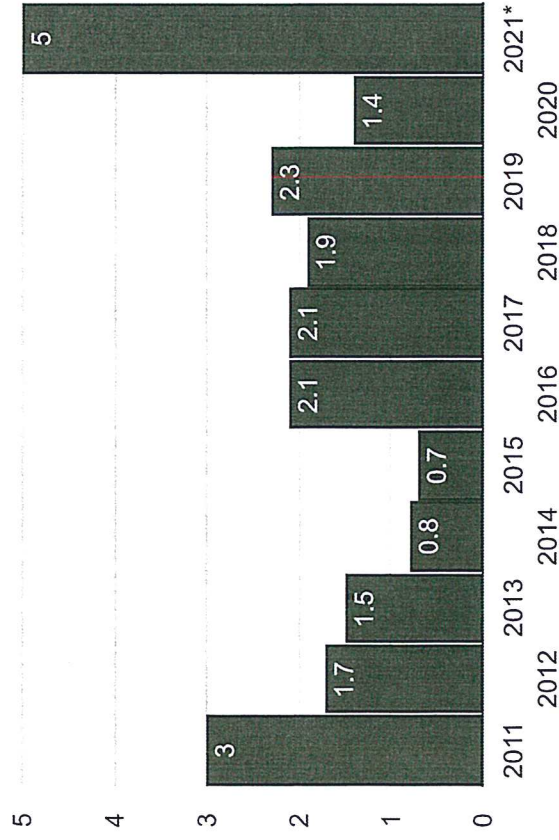
Regions defined as the four Census regions. South includes Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

# Current US Inflation Rates: 2000-2021

The annual inflation rate for the United States is 5.0% for the 12 months ended May 2021 after rising 4.2% previously, according to U.S. Labor Department data published June 10. The next inflation update is scheduled for release on July 13 at 8:30 a.m. ET. It will offer the rate of inflation over the 12 months ended June 2021.

The chart and table below display **annual US inflation rates** for calendar years from 2000 and 2011 to 2021. (For prior years, see historical inflation rates.) If you would like to calculate accumulated rates between two different dates, use the US Inflation Calculator.

**Chart: United States Annual Inflation Rates (2011 to 2021)**



\*For 2021, the most recent monthly inflation data (12-month based) is displayed in the chart.

**Table: Annual Inflation Rates by Month and Year**

Since figures below are 12-month periods, look to the December column to find inflation rates by calendar year. For example, the rate of inflation in 2020 was 1.4%.


The last column, "Ave," shows the average inflation rate for each year using CPI data, which was 1.2% in 2020. They are published by the BLS but are rarely discussed in news media, taking a back seat to a calendar year's actual rate of inflation.

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ave
2021	1.4	1.7	2.6	4.2	5.0								

2020	2.5	2.3	1.5	0.3	0.1	0.6	1.0	1.3	1.4	1.2	1.2	1.4	1.2
2019	1.6	1.5	1.9	2.0	1.8	1.6	1.8	1.7	1.7	1.8	2.1	2.3	1.8
2018	2.1	2.2	2.4	2.5	2.8	2.9	2.9	2.7	2.3	2.5	2.2	1.9	2.4
2017	2.5	2.7	2.4	2.2	1.9	1.6	1.7	1.9	2.2	2.0	2.2	2.1	2.1
2016	1.4	1.0	0.9	1.1	1.0	1.0	0.8	1.1	1.5	1.6	1.7	2.1	1.3
2015	-0.1	0.0	-0.1	-0.2	0.0	0.1	0.2	0.2	0.0	0.2	0.5	0.7	0.1
2014	1.6	1.1	1.5	2.0	2.1	2.1	2.0	1.7	1.7	1.7	1.3	0.8	1.6
2013	1.6	2.0	1.5	1.1	1.4	1.8	2.0	1.5	1.2	1.0	1.2	1.5	1.5
2012	2.9	2.9	2.7	2.3	1.7	1.7	1.4	1.7	2.0	2.2	1.8	1.7	2.1
2011	1.6	2.1	2.7	3.2	3.6	3.6	3.6	3.8	3.9	3.5	3.4	3.0	3.2
2010	2.6	2.1	2.3	2.2	2.0	1.1	1.2	1.1	1.1	1.2	1.1	1.5	1.6
2009	0	0.2	-0.4	-0.7	-1.3	-1.4	-2.1	-1.5	-1.3	-0.2	1.8	2.7	-0.4
2008	4.3	4.0	4.0	3.9	4.2	5.0	5.6	5.4	4.9	3.7	1.1	0.1	3.8
2007	2.1	2.4	2.8	2.6	2.7	2.7	2.4	2.0	2.8	3.5	4.3	4.1	2.8
2006	4.0	3.6	3.4	3.5	4.2	4.3	4.1	3.8	2.1	1.3	2.0	2.5	3.2
2005	3.0	3.0	3.1	3.5	2.8	2.5	3.2	3.6	4.7	4.3	3.5	3.4	3.4
2004	1.9	1.7	1.7	2.3	3.1	3.3	3.0	2.7	2.5	3.2	3.5	3.3	2.7
2003	2.6	3.0	3.0	2.2	2.1	2.1	2.1	2.2	2.3	2.0	1.8	1.9	2.3
2002	1.1	1.1	1.5	1.6	1.2	1.1	1.5	1.8	1.5	2.0	2.2	2.4	1.6
2001	3.7	3.5	2.9	3.3	3.6	3.2	2.7	2.7	2.6	2.1	1.9	1.6	2.8
2000	2.7	3.2	3.8	3.1	3.2	3.7	3.7	3.4	3.5	3.4	3.4	3.4	3.4



# Databases, Tables & Calculators by Subject

Change Output Options: From: 2019 ▼ To: 2021 ▼   include graphs  include annual averages [More Formatting Options](#) ➡

Data extracted on: July 1, 2021 (6:01:46 PM)

## CPI for All Urban Consumers (CPI-U)

### 12-Month Percent Change

Series Id: CUUR0000SA0L1E

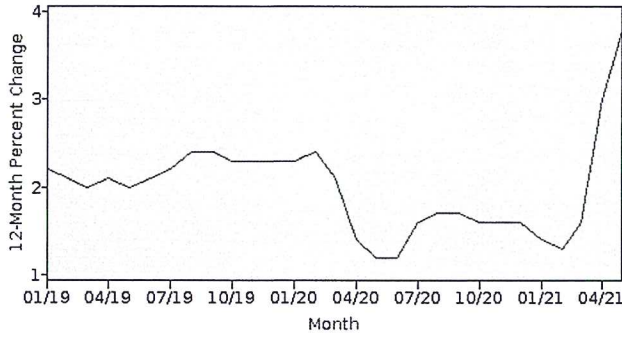
Not Seasonally Adjusted

Series Title: All items less food and energy in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: All items less food and energy

Base Period: 1982-84=100



Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2019	2.2	2.1	2.0	2.1	2.0	2.1	2.2	2.4	2.4	2.3	2.3	2.3	2.2	2.1	2.3
2020	2.3	2.4	2.1	1.4	1.2	1.2	1.6	1.7	1.7	1.6	1.6	1.6	1.7	1.8	1.6
2021	1.4	1.3	1.6	3.0	3.8										

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0001

Telephone:1-202-691-5200\_ Federal Relay Service:1-800-877-8339\_ [www.bls.gov](http://www.bls.gov) [Contact Us](#)



For Office Use Only

Service Order # \_\_\_\_\_ Initials \_\_\_\_\_ Account # \_\_\_\_\_ Utility Application and Agreement for utility services approved on \_\_\_\_\_ date by \_\_\_\_\_.

\_\_\_ Deposit Received \_\_\_ Deposit Transferred \_\_\_ Entered into System \_\_\_ Connection Received \_\_\_ 911 Updated \_\_\_ Transfer Completed



The City of Bruceville-Eddy. Rising into the Future

144 Wilcox Drive  
Eddy, Texas 76524

www.bruceville-eddy.us

Phone: (254) 859-5964  
Fax: (254) 859-5779

The City shall make reasonable provisions to insure satisfactory and continuous service, but it does not guarantee continuous service and shall not be liable for loss or damage by reason of interruption in services, nor for loss or damage caused by unavoidable accident, or from any other causes, whether avoidable by the City or not, and that the City shall not in any event be liable for any loss or damage caused by leakage, escape, or loss of water after the water has passed into Customer's service line, or due to the water upon the Customer's premises.

### APPLICATION & AGREEMENT FOR UTILITY SERVICES

Applicant Name: \_\_\_\_\_ Spouse Name: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_ Driver's License Number: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Date of birth: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ Phone Number: (\_\_\_\_) \_\_\_\_\_

Work Number: (\_\_\_\_) \_\_\_\_\_ Work Number: (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Service Address: (Copy of Lease Agreement or Deed must be provided)

Physical Service Address: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Purchasing Property ID: \_\_\_\_\_

Renting Landlord: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Applicants Signature: \_\_\_\_\_ Date of signature: \_\_\_\_\_

#### Civil Rights Act of 1964

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance, therefore, the City must maintain ethnicity information for every utility customer. Please select the racial category or categories you most closely identify by placing an "X" in the appropriate box.

<input type="checkbox"/> American Indian	<input type="checkbox"/> Alaskan Native	<input type="checkbox"/> Caucasian
<input type="checkbox"/> African American	<input type="checkbox"/> Pacific Islander	<input type="checkbox"/> Chinese
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Asian	<input type="checkbox"/> Asian Indian

By signing above, I (we) agree to the terms of this agreement and swear we understand and have received a copy of this agreement for our records.

The undersigned, herein called Customer, hereby requests the City of Bruceville-Eddy, herein called City, to supply water for domestic purposes to the premises located as follows: \_\_\_\_\_ in Bruceville-Eddy owned by/rented from \_\_\_\_\_, and agrees that on or before the 15th day from and after the date of billing each month, to pay to the City at its office, online or via mail for all water supplied and used and as measured by meter set on said premises, at the City's rate as provided in the City of Bruceville-Eddy's water ordinances. If payment has not been received by the 15th day of the month, by 5:00 p.m., a late fee penalty of \$30.00 will be added to the bill. Customers who have not paid their bill in full by 5:00 p.m. on the 4th business day after the due date will be subject to disconnect and charged a \$30.00 reconnect fee. If the 4<sup>th</sup> business day falls on a Friday or holiday, service will be disconnected on the next business day. Service will not be reconnected until the bill and late penalties are paid in full. If the bill is paid after 3:00 p.m. the water may or may not be turned on until the following business day. Any adjustments or dismissals for late fees, reconnect fees, or any penalties must be approved by the City Administrator, City Secretary or Finance Director. At no time will partial payments of utility bills cause the Customer to have their deadlines extended or excuse the Customer from late penalties. There shall be no utility bill put in a "hold" status or otherwise allowed to not be paid in accordance with the city policy.

**IN ADDITION, THE CUSTOMER AGREES TO THE FOLLOWING:**

A citizen applying for service shall be a responsible adult and provide a valid TX Driver's License containing a photo; or, a photo identification card issued by the TX Department of Public Safety; or, a photo identification card issued by the US military. New residents can initially open a city utility account with a photo identification card from another state, but must come back to City Hall within 30 days to provide the TX identification card which includes the address which is receiving the new service. Failure to return in 30 days can result in immediate disconnection of service.

Under no circumstances will an account be allowed in the name of a family member or friend; and, no account will be opened for a person who has an outstanding utility bill. Persons with unpaid bills shall pay the unpaid bill in full before receiving new service and in addition, their required utility deposit shall be \$100 higher than the normally required deposit.

At the time of application, customers shall pay the deposit in full and the connection fee of \$30.00.

**A utility deposit will be collected at the following rates:**

1. Residential deposit fee - \$200.00
2. Commercial deposit fee - \$250.00

At time of application, customers shall pay the deposit in full, and also prepay the first month's garbage service fee if inside the city limits.

**Deposits:** Texas government code, section 552.0025 (C) The municipality may require varying utility deposits for customers as it deems appropriate in each case. The deposit can be held until a reasonable history is established (a minimum of 12 months) with each Customer or a maximum of (24 months) if a customer remains in good standing whichever the case may be. Refund amount is the deposit less any current charges. The account of the Customer will receive credit to their account. If the account is less than the deposit, the remainder will be refunded to said Customer upon request.

A Customer who is disconnected for non-payment or invalid check twice during a twelve (12) month period shall be required to post an additional \$100 deposit over their existing deposit and must pay all charges in full including penalties, before having utilities reconnected. Service will be immediately disconnected when City receives in the mail a returned check which was issued to the City for utility bill payment. If Customer has a phone number on file at the City, a city employee will make an attempt to notify Customer that service will be disconnected at 3:00 p.m. the same day unless Customer comes to City Hall and replaces the check with cash. The City is not responsible if there is no answer. The Customer will not be given an extension of time because of the invalid check. A Customer who pays with an invalid check twice within a twelve-month period shall lose the privilege of paying utility bills by check. If a customer is ineligible to pay by check, but leaves a check in the outside drop

box, or sends a check by mail, service will be immediately disconnected until such time as the Customer replaces the check with cash.

City of Bruceville-Eddy offers, ACH draft, credit card payments @ www.bruceville-eddy.us, cash, check or money order. No credit card payments by phone or at the water department will be accepted.

The penalty for paying a utility bill with an invalid check is \$30.00. There are no extensions of deadlines for penalties and disconnections.

The City shall supply water only through meters owned and furnished by the City, and the delivery of water shall be complete when it leaves the outlet of the meter. The City shall keep an accurate record of the amount of water registered by each meter, and such record shall at all times and places, including court, be accepted as prima facie evidence of the correct amount of water registered and used at said premises.

Customer shall protect and insure the City against loss or damage to the City's pipes, meters, meter boxes, and property while on Customer's property from theft, carelessness, injury, accident, or from any other cause, and in the event of such loss or damage, the Customer shall pay the City the cost of replacing or repairing same, as a continuing security for the performance of this agreement. Customer shall not, nor shall he permit anyone else, except the employees of the City, to tamper with, attempt repair, alter, change, move, destroy, heat, bother, or interfere with in any manner, the meter, box, pipe, connections, apparatus, or property of the City while on his premises, nor shall he permit tractors, graders, motor vehicles, or other heavy equipment to drive onto, over, or across said box, meter, and connections, nor permit said meter box while on said premises to be covered with trash, dirt, gravel, sod, debris, grass, weeds, or other foreign substance, but shall keep the top of said box open to sight and where it can at all times be easily reached by the City or its Employees; and, Customer assumes all responsibility for any damage or harm to the City's property whether resulting from injury known or unknown to Customer and if it is necessary for the City to uncover said box, Customer shall pay the reasonable cost of such service. If Customer fails or refuses to observe the above requirements then the City may at its option without notice or liability to the Customer, cut off services and remove its property from Customer's premises.

The duly authorized agents and employees of the City shall at all times have free access to the Customer's premises for the purpose of installing meter and other apparatus which the City may desire to install in connection with the furnishings of water hereunder, and for the purpose of inspecting its meter, box, and property, reading its meters, repairing or removing its property, or stopping its supply of water for non-payment of water bill, or to see if any of the covenants of this agreement are being violated; and, if this right of inspection, repair, or removal is denied by Customer or any other person(s), and suit is brought by the City to recover its property, or its value, then the Customer shall pay all cost of suit, including attorney fees to the City.

The Customer shall be liable for all water used and consumed on said premises until written notice is given the City to discontinue the service, and sufficient time is allowed to make final inspection and to obtain a reading of said meter. All notices must be in writing to the City at its office, and unless so given, shall not be legally binding upon the City.

If a water leak is discovered, then immediate notice thereof shall be given at the office of the City; and the water shall be disconnected at the stop valve. Under no circumstances shall the Customer attempt to repair or remove the property of the City.

This service is subscribed for one residence only, and if Customer connects more than one residence to said service line, without the consent and approval of the City Council, then said water service shall be discontinued and all payments provided herein shall cease and all objections related therein shall be canceled and settled in full. A manufactured home, mobile home, trailer house, or recreational vehicle shall be considered to be a residence. Customer shall not sell water to others, or otherwise dispose of any of the service supplied hereunder.

Neither shall Customer permit others to haul or transport water from service line without prior consent and approval of the City Council.

Customer shall not allow his water lines to be connected with any surface well, tank, or other water supply line while connected to the City's service line.

If Customer's water meter is removed for any valid reason by the City, in order to re-subscribe to water service, the Customer shall pay any outstanding utility bills in full, along with any penalty assessments, plus the actual cost to the City for re-installing the meter.

The title to said meter main extension and service line, including pipes, fitting, valves, and other appurtenances connected thereto, and the right to use, operate, repair, and maintain the same shall at all times be and remain exclusively and unconditionally by the City.

It is agreed that Customer's service line shall be buried at least 18 inches in the ground and for a distance of ten feet from the meter box, and that the Customer shall install a cut-off valve on his service line; such cut-off valve to be placed not nearer than two feet to the City's meter box and the same shall be used at all times by said Customer when he desires to turn water off for his convenience. Under no circumstances shall the Customer use the cut-off valve provided in the City's meter box.

**IN ADDITION TO THE ABOVE, CITY MAY DISCONNECT SERVICE TO CUSTOMERS FOR ANY OF THE FOLLOWING REASONS:**

- A. Failure to pay a delinquent account for services or failure to comply with the terms of this agreement.
- B. Violation of City's rules pertaining to the uses of services in a manner which interferes with the service of others or the operations of nonstandard equipment if a reasonable attempt has been made to notify Customer.
- C. Where a known dangerous condition exists for as long as the condition exists.
- D. Tampering with the City's meter or equipment or bypassing same. Tampering fine is \$200 plus Customer is subject to possible prosecution under the state law prohibiting "theft of services."
- E. Failure to comply with all applicable rules and regulations concerning water service established by all regulatory agencies.
- F. This agreement supersedes all prior agreements, representations, promises, or inducements, written or verbal, made with respect to the matters herein contained, and no employee or agent of the City has power or authority to waive, alter, modify, or change any of said covenants.

**Tap Fees:** Tap or reconnect fees- A customer requesting services where service has not previously been provided must pay a tap fee. A customer requesting service where service has been previously provided must pay a connect/reconnect fee, as long as the meter and tap are still located at the time of the application. Any applicant or existing Customer required to pay for any costs not specifically set forth in the rate schedule pages of tariffs shall be given a written explanation of such cost prior to request for payment and/or commencement of construction. Utility response to applications for service after the applicant has met all the requirements, conditions, and regulations for service, the utility will install, tap, meter and utility cut-off valve and/or take all necessary actions to initiate service. The utility will serve each qualified applicant for service in 5 business days or a reasonable amount of time unless unusual or unforeseen circumstances prevent installation. Upon completion of the installation all fees paid are non-refundable.

**Easements:** To the extent permissible by law, easements must be granted by the landowner for all water metering and distribution piping facilities, as a condition of water service, for inspection, installation, repair, replacement, operation and maintenance; and the city staff, city attorney, and city engineer are hereby authorized to implement and enforce rules and regulations for attaining landowner easements as a condition of water service.

**IN ADDITION TO THE ABOVE**

**Extensions:** Extensions are approved on a case-by-case basis by the City Administrator; if the City Administrator is out of the office, the City Secretary or Finance Director will be responsible for approving or denying extensions. Extensions are limited to no more than 2 (two) per year. At no time will an extension be approved to roll into the following months billing cycle. This agreement does not stop any penalty charges from being applied to your account.

Service will be disconnected immediately if an agreement is broken and will not be restored until the past due amount and all service charges are fully paid.

**Payment Plans:**

Only within a case of a water leak, an unusual, extraordinary or emergency situation on an individual basis will a payment plan be considered. The current usage charges must be paid in full each billing period to maintain service. The current usage charges must be paid in full each billing period to maintain service. The arrears (delinquent) charges as per the signed extension-payment plan between the Customer and municipal utility must be kept in good standing to continue service uninterrupted. The agreement is not to exceed 6 months.

The authority for billing adjustments or extensions are the responsibility of the City Administrator, Finance Director, City Secretary, individually or as a committee. In no circumstance shall a water employee who collects remuneration or in any manner of accounting of the customer's account have any authority to provide payment plans or extensions for the Customer. The City Administrator or finance director once a year, at audit time assemble a listing of the accounts receivable they deem uncollectable and present the listing to the city council for approval to write off. The council at its discretion may instruct the city administrator or finance director to engage a collection agency for possible collection.

**THIS FORM WAS CREATED TO CONFORM TO CITY OF BRUCEVILLE-EDDY ORDINANCE 2021-07-08 ADOPTED BY THE CITY COUNCIL OF BRUCEVILLE-EDDY IN REGULAR SESSION OF JULY 8, 2021. COPY OF SAID ORDINANCE IS AVAILABLE UPON REQUEST AT REGULAR PRICE-PER-PAGE FOR PRODUCING COPIES.**

CITY OF BRUCEVILLE-EDDY

RESOLUTION NO. \_\_\_\_\_

WATER METER MORATORIUM

A RESOLUTION OF THE CITY OF BRUCEVILLE-EDDY, TEXAS, DETERMINING THE NEED FOR A WATER METER MORATORIUM ON ANY NEW METERS ON THE CITY’S MUNICIPAL WATER SYSTEM THAT ARE TO BE LOCATED IN THE PORTION OF FALLS COUNTY THAT IS EAST OF INTERSTATE 35 AND OUTSIDE OF THE CITY OF BRUCEVILLE-EDDY CORPORATE LIMITS AND ALSO NEW METERS ALONG BRUCEVILLE LANE BETWEEN UNION PACIFIC RAILROAD AND FALLS COUNTY, AND AUTHORIZING INITIATION OF THE PROCESS FOR A METER MORATORIUM, AND A PROCESS TO SECURE ADDITIONAL WATER DISTRIBUTION CAPACITY IN THE DESCRIBED AREA.

WHEREAS, the City of Bruceville-Eddy (“City”) owns and operates a permitted municipal water utility serving customers both inside and outside the city limits; and

WHEREAS, the City Council of the City of Bruceville-Eddy (“City Council”) finds it to be in the public interest, and necessary for public health, safety and welfare, that steps be taken to improve the water distribution system demand issues; and

WHEREAS, the City Council has been briefed by the City’s engineer on the status of the current water distribution system demand issues; and

WHEREAS, the City Council concludes that the city must initiate the process for expanding the water utilities distribution system to serve the community because of recent growth and future needs; and

WHEREAS, the City Council strives to be diligent and responsive, and to continue making its best efforts to achieve compliance and efficiency.

**NOW, THEREFORE, BE IT RESOLVED by the Bruceville-Eddy City Council:**

The City Administrator, City Secretary and Water Superintendent are authorized and requested to institute an immediate moratorium on new meters on the City’s municipal water system that are to be located in the portion of Falls County that is East of Interstate Highway 35 and outside of the City of Bruceville-Eddy Corporate Limits and also new meters along Bruceville Lane between Union Pacific Railroad and Falls County.

PASSED & APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by a vote of \_\_\_\_\_(ayes) to \_\_\_\_\_ (nays) \_\_\_\_\_ (abstentions) of the City Council of Bruceville-Eddy, Texas.

City of Bruceville Eddy:

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