



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

144 Wilcox Drive  
Eddy, Texas 76524

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

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

**Special Called City Council Meeting  
March 8, 2023, 5:00 p.m.**

**Meetings are available to watch on our YouTube Channel:  
Search for “The City of Bruceville-Eddy” and click the subscribe button.**

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

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

- 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. Community Announcements**

**3. 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.

**4. Municipal Utility District Proposal – Joe Birdwell**

Council to discuss and consider a forthcoming petition of consent for the creation of a municipal utility district (MUD) by the property owner for the inclusion of land residing in the extraterritorial jurisdiction of the City limits of the City of Bruceville-Eddy. General location of land is south of Franklin Road at the corners of McLennan, Bell, and Falls Counties. Council will hear a presentation from a representative of American Southwest Company regarding initial plans for the site and speak to the draft consent resolution.

**5. Selection of City Engineering Services – General and Water System**

Council to discuss, consider, and possibly take action to select an engineering services provider(s) for the purpose of providing professional engineering services for consulting work pertaining to subdivision and zoning ordinances as well as our municipally owned water system; council will receive updates and recommendations from the City Administrator and choose a candidate for execution of a formal agreement.

**6. Proposal for General Engineering Services**

Council to discuss, consider, and possibly take action to approve the City Administrator to enter into an engineering services agreement for the purpose of providing general engineering services.



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**7. Interlocal Agreement for Street Repairs**

At the recommendation of the Budget Committee, Council to discuss, consider, and possibly take action to approve the City Administrator to enter into an interlocal cooperative agreement with McLennan County for the purpose of authorizing McLennan County Precinct 1 – Road and Bridge crews to reclaim, setup, prime, and chip seal named streets in an estimated amount of \$30,175, as approved in the FY 2022-2023 adopted budget.

**8. Ratification of Booster Pump Repairs – Friendly Oaks**

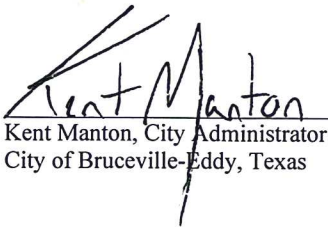
Council to discuss, consider, and possibly take action to approve staff expenditures for the replacement of failed motors on the Friendly Oaks booster/distribution pumps; approval of payment to Jurgensen Pump, LLC in a total amount of \$10,402.00.

**9. Adjournment**

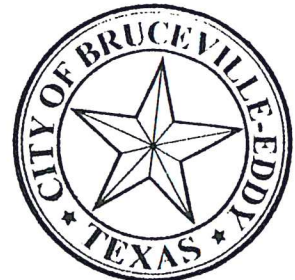
*For the safety of citizens, council members, and staff, upon adjourning of the city council meeting, citizens/visitors are asked to exit the building through the front entrance to City Hall immediately. Any bags, backpacks, purses, etc., that are being brought into the council meeting room are subject to security screening. Anyone (citizens, visitors) attending a city council meeting will be subjected to a metal detector screening before entering the council meeting room.*

All items on the agenda are for discussion and/or action. The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices,) and 551.086 (Economic Development). The city is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable accommodations and equal access to communications will be provided to those who provide notice to the City Administrator at least 48 hours in advance. Please contact the City Administrator at (254) 859-5700 or fax at (254) 859-5779 for information or assistance.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of the above named City of Bruceville-Eddy is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the official notice case, at City Hall in the City of Bruceville-Eddy, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the **3rd day of March, 2023 at 4:30 pm**, and remained so posted, continuously, for at least 72 hours preceding the scheduled time of said Meeting.

  
\_\_\_\_\_  
Kent Manton, City Administrator  
City of Bruceville-Eddy, Texas

Date: 3/3/2023





February 27, 2023

Mr. Kent Manton, MPA, City Administrator  
City of Bruceville-Eddy  
144 Wilcox Drive  
Eddy, TX 76524

**RE: PROPOSAL FOR GENERAL ENGINEERING SERVICES—CITY OF BRUCEVILLE-EDDY**

Dear Mr. Manton:

MRB Group, P.C. (MRB) appreciates the opportunity to submit this proposal to the City of Bruceville-Eddy (Client) to conduct specific professional services as directed by your office. In addition, other activities may be included by your office or staff within the limits of this agreement.

**I. Scope of Services and Compensation**

Prior to commencing a specific requested service under this agreement, we will provide you with a written description of the work to be performed and an estimated amount for these services. We propose to conduct this work on an hourly basis billed in accordance with our current rate schedule (see attached). Attached hereto and made part of this Agreement are MRB's Standard Terms and Conditions. MRB Group shall submit monthly statements and services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.

**II. Commencement of Work**

MRB Group will commence serving the City as needed upon receipt of the signed proposal.

**III. Standard Terms and Conditions**

Attached hereto and made part of this Agreement are MRB's Standard Terms and Conditions.

If this proposal is acceptable to the City, please sign where indicated and return one copy to our office. We have included an additional copy for your records. Thank you for the opportunity to work for the City of Bruceville-Eddy.

Sincerely,



Anthony D. Beach, P.E., CFM  
Client Manager



Trey Taylor, P.E.  
Central Texas Operations Manager

Enclosures: Standard Terms and Conditions  
Standard Rate Sheet

J:\630006\Proposals\Bruceville-Eddy, City of\Bruceville-Eddy GSA 2023.docx

**PROPOSAL ACCEPTED FOR THE CITY OF BRUCEVILLE-EDDY BY:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

**MRB GROUP, P.C.**  
**AGREEMENT FOR PROFESSIONAL SERVICES**  
**STANDARD TERMS AND CONDITIONS**

**A. TERMINATION**

This Agreement may be terminated by either party with seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

**B. OWNERSHIP OF DOCUMENTS**

All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.

**C. ESTIMATES**

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

**D. INSURANCE**

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

**E. INDEPENDENT CONTRACTOR**

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.



**F. SUCCESSORS AND ASSIGNS**

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

**G. P.S.O. NOT RESPONSIBLE FOR SAFETY PROVISIONS**

The P.S.O. is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The P.S.O. is not responsible for the Contractor's failure to execute the work in accordance with the Contract Drawings and/or Specifications.

**H. INVOICES AND PAYMENT**

Client will pay MRB Group, P.C. for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

**I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES**

MRB Group, P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

**J. P.S.O. NOT AN EMPLOYEE**

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

**K. INDEMNITY**

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.

# Standard Hourly Rate Schedule 2023

<u>CATEGORY</u>	<u>RATE</u>
Senior Project Manager .....	\$230.00
Senior Economic Manager .....	\$230.00
Project Manager .....	\$205.00
Senior Analyst .....	\$180.00
Junior Analyst .....	\$145.00
Sr. Civil Engineer .....	\$180.00
Civil Engineer III .....	\$165.00
Civil Engineer II .....	\$150.00
Civil Engineer I .....	\$135.00
Senior Technician .....	\$165.00
Senior Process Manager .....	\$140.00
Process Manager .....	\$100.00
Sr. GIS Analyst .....	\$145.00
Sr. Design Technician .....	\$145.00
Design Technician I .....	\$85.00
Design Technician II .....	\$115.00
Design Technician III .....	\$130.00
Senior Architect .....	\$205.00
Architect III .....	\$165.00
Architect II .....	\$145.00
Architect I .....	\$125.00
Associate Architect .....	\$115.00
Senior Planning Associate .....	\$188.00
Planning Associate .....	\$135.00
Grant Administrator .....	\$140.00
Grant Analyst .....	\$100.00
Construction Manager .....	\$110.00
Construction Administrator .....	\$110.00
Construction Facility Observation .....	\$100.00
Construction Utility Observation .....	\$95.00
Administrative Assistant .....	\$80.00
Reproduction Coordinator .....	\$70.00
Specialty Rate .....	\$205.00

\*RATES EFFECTIVE JANUARY 1, 2023 – DECEMBER 31, 2023



## **INTERLOCAL COOPERATIVE AGREEMENT**

This agreement is made by and entered into between the City of Bruceville-Eddy, (hereinafter "City") and McLennan County, (hereinafter "County") Texas.

**WHEREAS**, it is in the best interests of the citizens of McLennan County for the various governmental entities located in this County to cooperate in the provision of governmental services where such cooperation will result in a more efficient, higher quality and/or more cost-effective provision of such services; and

**WHEREAS**, the County can provide the services promised below more efficiently and less expensively than the City; and

**WHEREAS**, the County is willing to provide the work and materials needed for project defined herein in consideration of payment of a sum in an amount that fairly compensates the County for the materials provided and work performed; and

**WHEREAS**, City and County have found it advisable to enter into an Interlocal Cooperation Act Agreement wherein the County agrees to provide the governmental functions described below as authorized by Chapter 791, Government Code (formerly Article 4413 (32c), TEX. REV. CIV. STAT. ANN) after authorization by the County Commissioners' Court as required by the statute.

**NOW, THEREFORE**, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

### Section I: County Obligation.

Reclaim, set-up, prime, chip seal Temple, Ausborn, Archie, N. Mesquite and Crescent Creek all within the City limits in accordance with the specification attached hereto as Exhibit "A" and incorporated by reference herein.

### Section II: City Obligation.

In return for the County's performance of its obligation set forth above, the City shall pay the County the total sum of \$30,175.00 as set out in the estimate attached hereto as part of Exhibit "A." This is an estimate, and should the County's hours to complete the project take longer than estimated, the City agrees to reimburse the County for any overage. Payment is due within 30 days of the completion of the Project, and shall be made by a check payable to McLennan County delivered to the McLennan County Treasurer.

### Section II: Miscellaneous Terms.

- (a) Easements, Right of Way Grants, and Approvals: City agrees to obtain all easements, right of way grants, or approvals necessary, if any, for the County to perform its obligation defined herein.
- (b) No Continuing Responsibility: This agreement is for the work/services described only, and does not include subsequent provision of services, maintenance, repair, or monitoring.



- (c) Current Revenues: Performance under this Agreement by the parties is to be undertaken solely from current revenues available to the parties.
- (d) Approval of Contract: This Agreement was approved by the governing bodies of both parties.

This agreement may be executed in multiple counterparts, each of which constitutes an original.

EXECUTED on the \_\_\_\_\_ day of \_\_\_\_\_, 2023

CITY OF BRUCEVILLE-EDDY

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
Witness

MCLENNAN COUNTY, TEXAS

\_\_\_\_\_  
County Judge

ATTEST:

\_\_\_\_\_

# EXHIBIT A

COST ESTIMATE FOR ROAD WORK  
MCLENNAN COUNTY PCT 1 - ROAD & BRIDGE  
2023

City of Bruceville-Eddy  
INTERLOCAL

RECLAIM / SETUP / PRIME / CHIP SEAL		
Temple	400' x \$8.50	\$3,400.00
Ausborn	1100' x \$8.50	\$9,350.00
Archie	750' x \$8.50	\$6,375.00
N Mesquite	500' x \$8.50	\$4,250.00
Crescent Creek	800' x \$8.50	\$6,800.00

**TOTAL                    \$30,175.00**



Jurgensen Pump, LLC  
 18099 N Hwy 6  
 PO Box 710  
 Valley Mills, TX 76689

# Sales Order

Date	S.O. No.
2/15/2023	32

<b>Name / Address</b>
City of Bruceville-Eddy 143 Wilcox Dr. Eddy, Texas 76524

<b>Ship To</b>
Jurgensen Pump

P.O. No.	Project

Item	Description	Ordered	Rate	Amount
Labor - Shop	<p>Friendly Oaks Pump Station            Berkeley B3ZPBHS            40HP / 3PH / 460V / 3600 RPM</p> <p>Tear Down and Inspection            Booster pumps were brought in for being dead electrically. The wet ends were removed and inspected. The sleeve and mechanical seal will have to be replaced. All other parts good to reuse.            Note: No charge for tear down if pumps are repaired by Jurgensen Pump</p>	2	0.00	0.00
Labor - Shop	<p>Pump Repairs to Include the Following            Replace motors, replace mechanical seals, machine and replace shaft sleeves, clean all parts and assemble pumps.            Note: Price includes parts and labor</p>	2	5,201.00	10,402.00

Thank you for your business.	<b>Total</b>	\$10,402.00
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