



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

**Regular City Council Meeting
May 25, 2023, 6:00 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. Subdivision Ordinance Variance Request – FM Land Holdings LLC

A. Variance Request – Road Design

Council to discuss, consider, and possibly take action on a request by Mr. Kendell Wimberly (agent) on behalf of owner, FM Land Holdings, LLC; for a variance to Chapter 10, Exhibit 10A, Subdivision Ordinance Attachment 1 - Appendix A I., B., Engineering Design to allow a subdivision to have a 24' wide gravel roadways in lieu of engineering design requirements.

B. Variance Request – Cul-De-Sac Design

Council to discuss, consider, and possibly take action on a request by Mr. Kendell Wimberly (agent) on behalf of owner, FM Land Holdings, LLC; for a variance to Chapter 10, Exhibit 10A, Subdivision Ordinance Attachment 1 - Appendix A I., A., g, Engineering Design to allow a subdivision to have a cul-de-sac 694' in length in lieu of the maximum 600'.

5. Preliminary Plat -Rajan Plaza (Ascent Travel Center)

Council to discuss, consider, and possibly take action on a preliminary plat submission for property owned by Bruceville Land Holdings, LLC.; being a 12.8953 acre tract of the Samuel W. Davis Survey, Abstracts No. 108, 105, further described as the Henry Askew survey, Abstract No. 396, further described as the L.M. Hint survey, Abstract No. 402 in the City of Bruceville-Eddy, McLennan and Falls Counties, Texas, being part of that called 22.95 acres described in a deed to KTVK, INC. as recorded in volume 294, page 764 of the deed records of Falls



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County, and a part of that called 7.28 acres, all described in a deed to Frank Mayborn Enterprises, INC., as recorded in volume 333, page 893 of the official records of Falls County, Texas; generally located southwest of the old KCEN TV station on the South bound side of I-35.

6. Sewer System Proposal: Overview and Introduction– Jeff Caldwell (BVRT)

Council to discuss and consider a proposal by BVRT Water Resources for the creation of a public-private partnership to provide wastewater treatment service to the residents of Bruceville-Eddy and the surrounding areas.

7. Police Chief’s Report – Chief Michael Dorsey

8. Public Works Director’s Report – Gene Sprouse

9. Engineering Reports

10. Community Development Report – Thomas Arnold

11. City Administrator’s Report – Kent Manton

12. Consent Agenda

All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or a member of the public so requests.

A. Approval of Minutes

Council to discuss, consider, and possibly take action to approve the minutes from the April 27, 2023 City Council Meeting.

B. Finances – April 2023

i) Council to discuss, consider, and possibly take action to approve the April 2023 financial reports for the general, water, and sewer fund accounts.

ii) Council to discuss, consider, and possibly take action on approving April 2023 accounts payable for the general, water, and sewer fund accounts.

C. Donation Acceptance

Council to discuss, consider, and possibly take action to approve the acceptance of a \$25.00 donation to the Bruceville-Eddy Police Department by Mr. John Burns; authorization of the City Administrator to officially acknowledge and provide a letter of appreciation for said donation and place the donation into the proper account.

D. Waiver of Penalty and Interest – Property Tax Delinquency for Oncor Electric

Council to discuss, consider, and possibly take action to approve the waiver of penalties and interest associated with delinquent property taxes for Oncor Electric Delivery Company, LLC pursuant to Texas Tax Code section 33.011(j)



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13. Preliminary Plat and Subdivision Variance Requests

A. Preliminary/Final Plat – Owens Addition

Council to discuss, consider, and possibly take action on a preliminary/final plat submission for property owned by Ms. Linda J. Owens (applicant); being a total of two lots with one being a 3.0 acre tract and the other being a 2.91 acre tract, both out of the Levi Prewitt Survey Abstract No. 723 in the City of Bruceville-Eddy, McLennan County, Texas, being part of that called 23.39 acres described in a deed to Linda J. Owens as recorded in McLennan County Clerk's Document (M.C,C.D) 2018011772 of the Official Public Records of McLennan County Texas (O.P.R,M.C.T.), located east of Mackey Ranch Road, north of 3rd Street and adjacent to and southeast of Melissa Street.

B. Variance Request – Road Design

Council to discuss, consider, and possibly take action on a request by Ms. Linda J. Owens (applicant); for a variance to Chapter 10, Exhibit 10A, Subdivision Ordinance Attachment 1 - Appendix A I., B., Engineering Design to allow a property subdivision to have a 10' wide gravel roadway with roadside ditches in lieu of engineering design requirements; for property being platted as the Owens Addition out of the Levi Prewitt Survey Abstract No. 723 in the City of Bruceville-Eddy, McLennan County, Texas, being part of that called 23.39 acres described in a deed to Linda J. Owens as recorded in McLennan County Clerk's Document (M.C,C.D) 2018011772 of the Official Public Records of McLennan County Texas (O.P.R,M.C.T.), located east of Mackey Ranch Road, north of 3rd Street and adjacent to and southeast of Melissa Street.

C. Variance Request – Water System Design

Council to discuss, consider, and possibly take action on a request by Ms. Linda J. Owens (applicant); for a variance to Chapter 10, Exhibit 10A, Attachment 1 - Appendix A III., B., 2., Engineering Design to allow for a 2" water main in lieu of engineering design requirements; for property bring platted as the Owens Addition out of the Levi Prewitt Survey Abstract No. 723 in the City of Bruceville-Eddy, McLennan County, Texas, being part of that called 23.39 acres described in a deed to Linda J. Owens as recorded in McLennan County Clerk's Document (M.C,C.D) 2018011772 of the Official Public Records of McLennan County Texas (O.P.R,M.C.T.), located east of Mackey Ranch Road, north of 3rd Street and adjacent to and southeast of Melissa Street.

14. Proposal for a Rental Registration Program

Council to discuss, consider, and possibly take action concerning the creation of a rental registration program that will regulate both tenants and landlords; council to hear an update from staff and provide the public opportunity to comment on the character of the proposed ordinance.

15. Proposal for Engineering Services – Hydraulic Model and GIS Map

Council to discuss, consider, and possibly take action to approve the City Administrator to enter into an proposal for professional engineering services for the purpose of preparing a hydraulic water model and GIS system map of the Bruceville-Eddy water system.



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16. Lease Agreement – Bruceville-Eddy Youth Sports Association

Council to discuss, consider, and possibly take action to approve the Mayor to enter into a ten year lease agreement with the Bruceville-Eddy Youth Sports Association for the purposes of using Duty Park, located at 250 Hungry Hill Road, Eddy Texas 76524 for little league baseball and softball activities.

17. Agreement for Professional Services – James Redden

Council to discuss, consider, and possibly take action to approve the City Administrator to enter into agreement with Mr. James D. Redden; ICC License # 5291454, State of Texas Plumbing Inspector License # 3537 for a period of time not to exceed one year.

18. Cast Ballot for Candidate to the McLennan County 9-1-1 Board of Managers

Council to discuss, consider, and possibly take action to vote to appoint a candidate to the McLennan County 9-1-1 Board of Managers.

19. TXDOT Transportation Alternatives Grant Support Resolution

Council to discuss, consider, and possibly take action on resolution **5-25-2023-1** for the purpose of expressing support for the submission of a grant application for funding from TXDOT for the Transportation Alternatives Set-Aside (TA) Call for Projects.

20. Engineering and Planning Review Cost ‘Pass Thru’ Ordinance

Council to discuss, consider, and possibly take action on ordinance **5-25-2023-1**; adopting an ordinance to pass along the cost of conducting engineering and planning related services required with the process of land development.

21. Ordinance Amending the Code of Ordinances and Master Fee Schedule

Council to discuss, consider, and possibly take action on ordinance **5-25-2023-2**; changes to the City’s code of ordinances and master fee schedule; updating and adding fees for building, construction, and development related fees; adding inspection schedules to building regulations.

22. Executive Session

A. The City Council mat convene into Executive Session to Discuss the Following:

i) Texas Government Code Section 551.071 (Consultation with City Attorney) and Section 1.05, Texas Disciplinary Rules of Professional Conduct. Confer with City Attorney to receive legal advice regarding City Code compliance issues related to 101 Shady Shores Bruceville, Texas 76630.

ii) Texas Government Code Section 551.071 (Consultation with City Attorney) and Section 1.05, Texas Disciplinary Rules of Professional Conduct. Confer with City Attorney to receive legal advice regarding potential fireworks regulation within the city limits of Bruceville-Eddy.



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iii) Texas Government Code Section 551.071 (Consultation with City Attorney) and Section 1.05, Texas Disciplinary Rules of Professional Conduct. Confer with City Attorney to receive legal advice regarding the legal status of Miracle Lane.

B. Reconvene into Open Session


C. Possible Action on Issues Discussed in Executive Session

23. 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 **19th day of May, 2023 at 11:15 am**, and remained so posted, continuously, for at least 72 hours proceeding the scheduled time of said Meeting.



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

Date: 5/19/2023



CITY OF BRUCEVILLE-EDDY
VARIANCE REQUEST

General Zoning Change \$300.00 Conditional Use Permit \$500.00

Name(s) of Property Owner: FM LAND HOLDINGS, LLC

Current Address: 5701 W SLAUGHTER LANE BLDG A130

City: AUSTIN State: TEXAS Zip: 78749

Primary Phone: Cell Phone:

Email:

Name of Applicant: Trenton Horter (If different than Property Owner)

Address: SAME AS ABOVE

City: State: Zip:

Primary Phone: Cell Phone:

Email: TRENT@FMLANDHOLDINGS.COM

Address/Location of property to be rezoned: FALLS CAD ID: 28938

Legal Description: A0177 FARNEY SAM 80.0 ACRES

Is the rezone request consistent with the Comprehensive Plan? YES NO

* If no, a FLUM amendment application must be submitted.

Is there a simultaneous plat application for this property? YES NO

Total Acreage: 80.0 ACRES Number of Lots: 28

Type of Ownership: Sole Ownership Partnership Corporation Other

Present Zoning: N/A Present Use: HAY FIELD

Proposed Zoning: MH Proposed Use: manufactured homes

Conditional Use Permit for:

This property was conveyed to owner by deed dated 1/26/2022 and recorded in Volume 402, Page 121, Instrument Number 9204 of the McLennan of Falls County Deed Records. (Attached)

Is this the first rezoning application on a unilaterally annexed tract? Yes (fee not required) No (submit required fee)



CITY OF BRUCEVILLE-EDDY
VARIANCE REQUEST

Requirements for all zoning change application submittals:

All zoning change application materials must be submitted by 11:00 a.m. on the intake deadline.

- Completed zoning change application (original, signed)
Application fee (cash or check, only; checks made payable to City of Bruceville-Eddy)
Description of property location (in one of the following forms)
Warranty deed (showing current ownership of the property)
Letter of request signed by property owner or applicant, including the following information:
Electronic copies in .pdf format of all submittal documents

For additional zoning change requirements, please reference Bruceville-Eddy Code of Ordinances, Chapter 14

Applicant: Trenton Horter Case #: N/A
Intake Date: 5/8/2023 Received by: Kent Manton
Amount Paid: \$ 556.00 Cash/MO#/Check #: CC Receipt #: J37G8P & 81WC7C



APPOINTMENT OF AGENT

As owner of the subject property, I hereby appoint the person designated below to act for me, as my agent in this request.

Name of Agent: Kendell Wimberly

Mailing Address: 301 N. 3rd Street

City: Temple State: Texas Zip: 76501

Home Phone: () - Business Phone: (254) 773 - 2400

I acknowledge and affirm that I will be legally bound by the words and acts of my agent, and by my signature below, I fully authorize my agent to:

be the point of contact between myself and the City; make legally binding representations of fact and commitments of every kind on my behalf; grant legally binding waivers of rights and releases of liabilities of every kind on my behalf; to consent to legally binding modifications, conditions, and exceptions on my behalf; and, to execute documents on my behalf which are legally binding on me. This authorization only applies to this specific zoning change request.

I understand that the City will deal only with a fully authorized agent. At any time, it should appear that my agent has less than full authority to act, then the application may be suspended and I will have to personally participate in the disposition of the application. I understand that all communications related to this application are part of an official proceeding of City government and, that the City will rely upon statements made by my agent. Therefore, I agree to hold harmless and indemnify the City of Bruceville-Eddy, its officers, agents, employees, and third parties who act in reliance upon my agent's words and actions from all damages, attorney fees, interest and costs arising from this matter. If my property is owned by a corporation, partnership, venture, or other legal entity, then I certify that I have legal authority to make this binding appointment on behalf of the entity, and every reference herein to 'I', 'my', or 'me' is a reference to the entity.

Signature of Agent: [Handwritten Signature] Title:

Printed/Typed Name of Agent: Kendell Wimberly Date: 5/5/2023

Signature of Property Owner: [Handwritten Signature] Title: Member Manager

Printed/Typed Name of Property Owner: FM Land Holdings, LLC Date: 05/07/2023

Signature of Property Owner: Title:

Printed/Typed Name of Property Owner: Date:

Signature of Property Owner: Title:

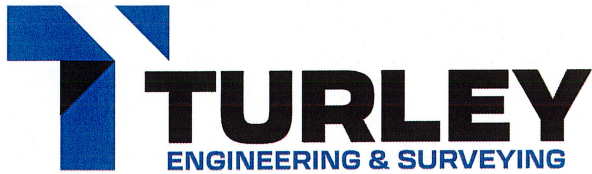
Printed/Typed Name of Property Owner: Date:

Signature of Property Owner: Title:

Printed/Typed Name of Property Owner: Date:

*Application must be signed by the individual applicant, by each partner of a partnership, or by an officer of a corporation or association. FLUM= Future Land Use Map

Application Revised: February 25, 2020



April 25th, 2023

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

RE: Road Variance on FM 432 in Bruceville-Eddy

Dear Mr. Manton,

On behalf of our client, Turley Associates, Inc. respectfully requests that the City of Bruceville-Eddy consider granting a variance to the Subdivision Ordinance Section 10A Appendix A, Section I.A (Policy) & B (Engineering Design)

With this variance request, we are asking the city to consider allowing this development to have 24' gravel roads with a 50' ROW, with no improvement to the adjacent street (FM 432). We would add a double cul-de-sac in the first cul-de-sac and the other two cul-dec-sacs would be just over the 600' with 695', which the developer is also wanting to request a variance from. With the current adjacent street being a gravel road and only having 35-40' of ROW, having gravel roads on this development would be suitable for the existing conditions in this area. This would be a lot easier to maintain for the City/County and it matches the big acre ag lots. Since the existing adjacent street only has 35-40' of ROW, the developer would be ok with dedicating 10' of space as additional space along the whole ROW to the County/City.

Please feel free to call to discuss any questions or concerns that you might have regarding this project.

Sincerely,

TURLEY ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Kendell Wimberly', is written over a horizontal line.

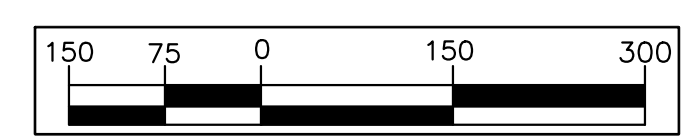
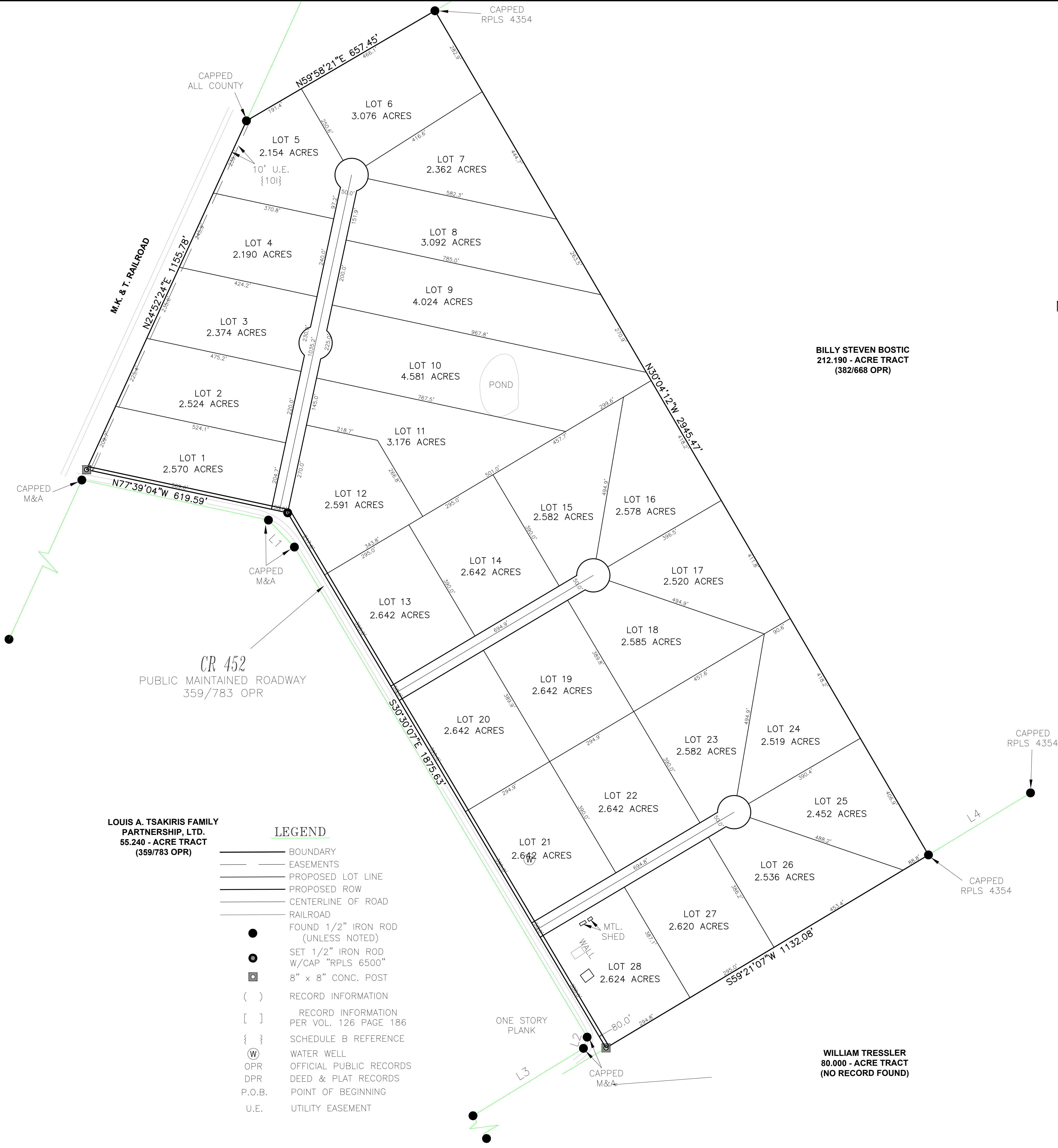
Kendell Wimberly, E.I.T

BJL

TURLEY ASSOCIATES, INC.

301 NORTH THIRD STREET · TEMPLE, TEXAS 76501

(254) 773-2400 F-1658 • TBPLS No. 10056000



NOTES:

1. TOTAL LINEAR FOOT OF ROAD – 2425 L.F.

BILLY STEVEN BOSTIC
212.190 - ACRE TRACT
(382/668 OPR)

WILLIAM TRESSLER
80.000 - ACRE TRACT
(NO RECORD FOUND)

LOUIS A. TSAKIRIS FAMILY PARTNERSHIP, LTD.
55.240 - ACRE TRACT
(359/783 OPR)

LEGEND

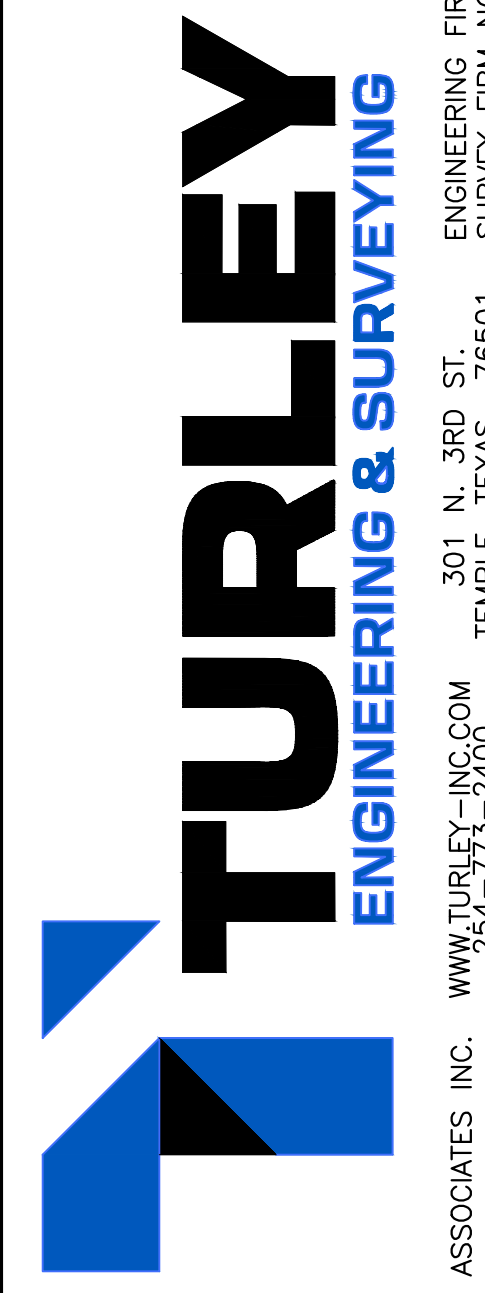
- BOUNDARY
- - - EASEMENTS
- PROPOSED LOT LINE
- PROPOSED ROW
- CENTERLINE OF ROAD
- RAILROAD
- FOUND 1/2" IRON ROD (UNLESS NOTED)
- SET 1/2" IRON ROD W/CAP "RPLS 6500"
- 8" x 8" CONC. POST
- () RECORD INFORMATION
- [] RECORD INFORMATION PER VOL. 126 PAGE 186
- { } SCHEDULE B REFERENCE
- (W) WATER WELL
- OPR OFFICIAL PUBLIC RECORDS
- DPR DEED & PLAT RECORDS
- P.O.B. POINT OF BEGINNING
- U.E. UTILITY EASEMENT

FIELD DATA

LINE	BEARING	DISTANCE
L1	S 43°38'02" E	112.80'
L2	S 18°35'45" W	35.57'
L3	S 58°51'16" W	389.82'
L4	N 58°57'21" E	359.84'

RECORD DATA

LINE	BEARING	DISTANCE
L1	S 46°00'43" E	112.84'
L2	S 16°52'14" W	36.32'
L3	S 56°29'44" W	389.86'
L4	---	---



TURLEY ASSOCIATES, INC. WWW.TURLEY-INC.COM 301 N. 3RD ST. TEMPLE, TEXAS 76501
ENGINEERING FIRM NO. 1658
SURVEY FIRM NO. 10056000

© TURLEY ASSOCIATES, INC.
THIS DRAWING IS THE PROPERTY OF TURLEY ASSOCIATES, INC. AND MUST BE SURRENDERED UPON REQUEST. THE INFORMATION THEREON MAY NOT BE REPRODUCED WITHOUT THE WRITTEN PERMISSION OF TURLEY ASSOCIATES, INC.

SITE PLAN A

FOR REVIEW PURPOSES ONLY - NOT FOR CONSTRUCTION

REVISIONS

DATE	DESCRIPTION	BY:

BY: BRC
DATE: _____
DATE OF INITIAL DRAWING
COMPUTER FILE NAME: 23-798 LayoutA KW.dwg
REFERENCE DRAWING NUMBERS:
REF DWGS NO.s

Application for: *Check the appropriate box.*

- Preliminary/Final Plat
- Preliminary Plat
- Final Plat or Replat
- Amended Plat
- Vacating Plat
- Right-of-Way Dedication

For Office Use Only

Case No. _____
 Date Submitted 4/26/23
 Amount Paid \$ 1040.00 *for Prel. + Final*
 By Pam

The following information to be supplied by the APPLICANT:

Name Jason Barringer Company South Texas Surveying
 Address 11281 Richmond Ave. Suite J101
 City Houston State Texas Zip 77082 Telephone 281-556-6918
 Fax _____ E-mail _____

Jason Barringer Signature of Applicant Jason Barringer Print Name

The following information to be supplied by the AGENT, ENGINEER, or CONTACT PERSON (if different from applicant):

Name _____ Company _____
 Address _____ City _____ State _____ Zip _____ Telephone 281-580-4585
 Fax _____ E-mail _____

 Signature of Agent/Engineer/Contact Print Name

The following information to be supplied by the property OWNER(S). Attach additional sheets if necessary.

Name Shan Rajan Company B & Bruceville Holdings LLC
 Address Po Box 440 City Wellborn State TX Zip 77881 Telephone _____
479-587-9992 Fax _____ E-mail S.rajan@rycapholdings.com

In lieu of representing this application myself as owner of the subject property, I hereby designate Jason Barringer to act in the capacity of my agent for submittal, processing, representation and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am legally authorized to sign this application on behalf of the owner of the property, and to designate the applicant and the agent to represent the owner in this application.

I understand that it is necessary for me or my authorized agent to be present at both the Planning and Zoning Commission public hearing and at the City Council public hearing if council action is necessary.

Shan Rajan Signature of Property Owner/Authorized Representative Shan Rajan Print Name

Location of Request (address if applicable) _____
 Area of Request (acres or sq. ft.) 12.8953 acres
 Proposed Subdivision Name Rajan Plaza
 Survey Name Samuel Davis Abstract No. Multiple
 Existing Zoning A Pending Zoning (if applicable) GB
 No. of Lots 1 No. of Dwelling Units 0

Proposed Development or Reason for Request _____
Please provide separate improvement survey if the property has existing improvements

Application Continued on Back



Planning and Community Development Department

144 Wilcox Drive. • Bruceville-Eddy, TX 76524 • 254.859.5964 • 254.859.5779fax • www.Bruceville-Eddy.us

Application version 11/21/2019

Plat Application (continued)

Case #: _____

Proposed Plat Name: Rajan Plaza

Is this a replat of an existing subdivision, lot or portions of lots? Yes x No

If yes, please provide the following:

Subdivision Name _____ Lot _____ Block _____

Date Filed with McLennan County _____

Was this property restricted by either zoning or deed restrictions to single-family or two-family residential use at any time during the preceding five (5) years? Yes No

Please Initial **each statement** to acknowledge you have **read and understand** the following statements:


JMB I understand that, while the City of Bruceville-Eddy agrees to receive this plat application today, the application is not considered to be filed with the City unless and until all required documents and fees have been submitted, as noted at the bottom of this page.

JMB I understand that Section 212.009 of the Texas Local Government Code requires that the City of Bruceville-Eddy shall act upon a plat within thirty (30) days after the date the plat application is filed.

JMB I also understand that the City of Bruceville-Eddy Subdivision Rules and Regulations include detailed requirements for the form and content of a plat, including compliance with current zoning, and they include a requirement that engineering plans for civil improvements necessary to serve the subdivision (if any) must be approved by the city engineer before the staff, Bruceville-Eddy or City Council can approve the plat.

JMB I understand the requirements for a complete application, the requirements of the subdivision ordinance, and the potential process as provided in HB 3167 if the plat does not meet regulations.

JMB I understand that if my plat application is not complete or if revisions do not address deficiencies, City staff will present the plat to the Planning and Zoning Commission with a recommendation of Disapproval.



Signature of Owner or Authorized Representative

4-20-23

Date

For Office Use only

Submittal Documents (Required)

- Required plat size is 18 inches by 24 inches for 1st page and all consecutive pages, and the plat and all supporting documents must be on original mylar or plastic (rolled), and
- Must include the original signature and stamp seal of the surveyor, and
- Must include the field notes of the survey, and
- Must include the dedication of the subdivision by the owners (signatures must be followed by notary acknowledgment), and
- Must be approved by the proper city and/or county authority, and
- all stamp seals and signatures must be original, and blank areas of at least 3/4 inches high by 4-1/2 inches wide somewhere along the top of the plat, and at least 2-1/2 high by 4-1/2 inches wide somewhere along the bottom of the plat, are required for the placement of our recording information, and

Planning and Community Development Department

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May 10, 2023

City of Bruceville-Eddy
Mr. Kent Manton,
144 Wilcox Drive,
Eddy, Texas 76524

**RE: Rajan Plaza, Block 1 Unrestricted Reserve "A"– Preliminary Plat Review Comments
0218.23**

Mr. Kent Manton,

MRB Group has completed our review of the referenced project and offer the following comments.

1. Is Rajan Plaza being submitted as a preliminary or final plat? Please add this to the title of the plat.
2. An annexation plan will need to be developed prior to the connection to the City of Bruceville Eddy's water system and approval of the final plat.
3. Please provide contours of the tract at intervals of five feet or less.
4. Please define the term Unrestricted Reserve "A". The City of Bruceville Eddy's nomenclature is lot and block numbers.
5. There are no city sewer facilities at the proposed plat location. We will require a plan and design of the on-site wastewater treatment facilities.
6. There are no city water mains adjacent to the proposed property. A water main will be required to be extended to the proposed property.
7. The existing water pressures at this location are typically below 35 psi. A water system upgrade shall be required before approval of the final plat.
8. A preliminary site design is required in order to establish proposed easements for drainage, water, and sewer. The preliminary site plan shall be developed by a state of Texas licensed professional engineer.
9. There shall be no work done on this site until the final plat and construction plans have been accepted.

If you have any questions, please feel free to contact me.

Sincerely,



Logan Proctor, PE, CFM
Logan.Proctor@mrbgroup.com



May 03, 2023

City of Bruceville-Eddy
Mayor Linda Owens, Council Members, and Staff
via email: kmanton@bruceville-eddy.us
144 Wilcox Drive, Eddy, Tx 76524

RE: Proposed wastewater infrastructure and operations offered to the City of Bruceville-Eddy.

Dear Mayor Owens,

The following summarizes the general terms of a proposed offer for BVRT Utility Holding Company LLC ("**Utility**") to partner with Bruceville-Eddy, ("**City**"), to provide Wastewater service within the City limits and operate under a CCN granted and regulated by the Public Utility Commission of Texas ("**PUCT**"). The current United States Department of Agriculture ("**USDA**") process to establish a wastewater system in the City is unable to establish service for all residents and is not able to sustain the anticipated growth in the area. In addition, the current funding is anticipated to be inadequate to cover the actual cost of construction. Utility is proposing to build a regional wastewater treatment plant to serve the City and surrounding areas. This would create an opportunity for the City and the USDA to reallocate the money currently set aside for the proposed plant for the City to use those funds to cover the actual costs of constructing a complete collection system for all the current residents.

The Utility will be responsible for all capital investments and operation costs and bear the risks of providing said service. The Utility is proposing to provide the City with wastewater infrastructure, including Wastewater Resource Recovery Facilities ("**WRRF**"), through the execution of agreements between the Utility and the City, including but not limited to wholesale provider agreements, franchise agreements, billing agreements, and operations and maintenance agreements. Each Agreement is independent of the other, and the terms are not binding upon either party until an agreement between the parties has been fully executed and in effect.

Proposed Offer:

- a. Utility will be the wastewater service provider in the City limits and will operate under a CCN granted and regulated by the PUCT. Utility will be responsible for all the capital investments and operation costs and assume the risks of providing service.
- b. Instead of the proposed lagoon plant, Utility is offering to build, own, and operate a high quality 5.5.2.1 membrane wastewater treatment facility.
- c. If during the bid process, there is an additional shortfall of funding, Utility will work with the City to increase the ownership of the sewer infrastructure by Utility to ensure the project can continue. This may include forced mains and lift stations.
- d. Through a series of wholesale, franchise, billing, and operation agreements, Utility will serve the city residents as well as the surrounding area.



- e. Utility will lease or purchase the land owned by the City where the proposed wastewater treatment plant was to be located to locate the Utility owned plant.
- f. Utility will purchase the discharge permit from the City and assume responsibility for all reporting, amending, and other permit issues or needs.
- g. The City can contract with the Utility for an operation and maintenance agreement for the City owned collection system.
- h. Utility will waive the service initiation or connection fee for City residents living within the City at the time of the formal execution of the Wastewater Agreement. The individual residents will be responsible for the actual cost of connecting to the system, which is proposed as part of the USDA funds.
- i. City agrees that Utility will be the wastewater service provider for projects that annex into the city.

Contact information for the City and Utility:

City: City of Bruceville-Eddy
Address: 144 Wilcox, Bruceville-Eddy, Texas 76524

City Contact: Kent Manton, City Administrator
City Phone: 254.859-5964 (office)

Utility: BVRT Utility Holding Company LLC
Utility Address: 503 East Ramsey Rd, Suite 201, San Antonio, Texas 78216

Utility Contact: Steven Greenberg, CEO
Utility Phone: 916-799-1560 (Cell)

Utility Contact: Kristi Hester, Director of Business Development
Utility Phone: 512.216.1577 (Cell)

If you have any questions, would like to discuss the general terms identified herein, or require additional information, please contact us.



Police Department

143 Wilcox Dr.
Eddy, TX 76524

www.bruceville-eddy.us

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

Police Department Activity Report: April 1, 2023 – April 30, 2023

Calls for Service: Total 128

890 Dorsey	894 Martinez	895 Erwin	896 Hesterberg
52	5	40	31

Arrest, Offense, Incident Reports: Total 10

890 Dorsey	894 Martinez	895 Erwin	896 Hesterberg
6	1	2	1

Crash Reports: Total 10

890 Dorsey	894 Martinez	895 Erwin	896 Hesterberg
6	0	2	2

Citations & Warnings: Total 189

890 Dorsey	894 Martinez	895 Erwin	896 Hesterberg
99 citations 0 warnings	Field Training with Officer Erwin	31 citations 47 warnings	5 citations 7 warnings

Citations Total: 135

Warnings Total: 54



Police Department

143 Wilcox Dr.
Eddy, TX 76524

www.bruceville-eddy.us

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

Police Department Activity Report: April 1, 2023 – April 30, 2023

Security Checks: 297
School Zone Enforcement: 15
Directed Traffic Enforcement: 12

Call Type Report

BRUCEVILLE-EDDY POLICE DEPARTMENT

From April 1 2023

To April 30 2023

Call Type Description	Number of Calls
ABANDONED VEHICLE	5
AGENCY ASSIST BRUCEVILLE-EDDY PD	2
AGENCY ASSIST HEWITT PD	1
AGENCY ASSIST LORENA PD	1
AGENCY ASSIST MCLENNAN COUNTY SHERIFFS OFFICE	3
AGENCY ASSIST MOODY PD	5
AGENCY ASSIST OTHER OUTSIDE AGENCY	2
AGENCY ASSIST TROY PD	2
ANIMAL VIOLATION	3
ASSISTANCE	1
BURGLARY	1
CHECK	4
CIVIL MATTER	2
COURTESY RIDE	2
CRIMINAL MISCHIEF	1
DEATH NOTIFICATION	1
DISABLED VEHICLE	1
DISTURBANCE	1
DOG AT LARGE - VIOLATION OF CITY ORDINANCE	2
DOWNED/ARCHING POWER LINE	1
FIRE	2
FOLLOW UP INVESTIGATION	16
INFORMATION	2
MAN DOWN	1
MOTOR VEHICLE COLLISION	14
MOTORIST ASSIST	1
PUBLIC SERVICE	7
RECKLESS DRIVING	2
RUNAWAY	1
SHOTS FIRED	1
SUSPICIOUS CIRCUMSTANCE	2

SUSPICIOUS PERSON	2
SUSPICIOUS VEHICLE	2
THEFT	3
TOWED VEHICLE	3
TRAFFIC CONTROL	2
TRAFFIC HAZARD	10
VIOLATION CITY ORDINANCE	2
WARRANT SERVICE	3
WELFARE CONCERN	4



April 2023 Warning Data

Description

Defective Stop Lamp(s) (Warning)
Failed to Signal Lane Change (Verbal Warning)
Disregard Stop Sign (Verbal Warning)
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)
Defective Stop Lamp(s) (Verbal Warning)
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)
Disregard Stop Sign (Verbal Warning)
Defective Head Lamp(s) (Verbal Warning)
Disregard Stop Sign (Verbal Warning)
Operate Vehicle Without License Plate (or with one plate) (Verbal Warning)
Disregard Stop Sign (Warning)
Wrong, Altered, or Obscured License Plate (Verbal Warning)
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)
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Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)
Failed to Signal Lane Change (Verbal Warning)
Wrong, Altered, or Obscured License Plate (Verbal Warning)
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)
Defective Stop Lamp(s) (Verbal Warning)
Wrong, Altered, or Obscured License Plate (Verbal Warning)
No License Plate Light (Warning)
No License Plate Light (Verbal Warning)
Wrong, Altered, or Obscured License Plate (Warning)
No License Plate Light (Verbal Warning)
Expired Registration (Verbal Warning)
Disregarded Official Traffic Control Device (Warning)
Defective Tail Lamp(s) (Verbal Warning)
No License Plate Light (Verbal Warning)
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)
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Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Warning)
Defective Head Lamp(s) (Verbal Warning)
Wrong, Altered, or Obscured License Plate (Verbal Warning)
No License Plate Light (Verbal Warning)
Defective Tail Lamp(s) (Verbal Warning)
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)
No Drivers License (when unlicensed) (Warning)
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)
Defective Head Lamp(s) (Verbal Warning)
Defective Tail Lamp(s) (Verbal Warning)
No Stop Lamps (Verbal Warning)

Location

100 BLOCK W THIRD ST
100 BLOCK W THIRD ST
100 BLOCK W THIRD ST
400 BLOCK FRANKLIN RD
700 BLOCK W THIRD ST
800 BLOCK W THIRD ST
800 BLOCK W THIRD ST
INTERSTATE HIGHWAY 35 FRONTAGE RD / W 3RD ST
INTERSTATE HIGHWAY 35 FRONTAGE RD / W 3RD ST
INTERSTATE HIGHWAY 35 FRONTAGE RD / W 3RD ST
INTERSTATE HIGHWAY 35 FRONTAGE RD / WOODLAWN RD
INTERSTATE HIGHWAY 35 FRONTAGE RD / WOODLAWN RD
INTERSTATE HIGHWAY 35 FRONTAGE RD MILE MARKER 316
INTERSTATE HIGHWAY 35 FRONTAGE RD MILE MARKER 318
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NB IH 35 MM 315
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NB IH 35 SERVICE ROAD MM 317
NB IH 35 SERVICE ROAD MM 317
NB IH 35 SERVICE ROAD MM 317
NB INTERSTATE HIGHWAY MM 315
SB IH 35 MM 318
W 3RD ST / MACKAY RANCH RD



Bruceville-Eddy ISD School Resource Officer

143 Wilcox Dr.
Eddy, TX 76524

www.bruceville-eddy.us

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

SCHOOL RESOURCE OFFICER ACTIVITY REPORT: April 1, 2023 – April 30, 2023

Calls for Service: 0

Security Checks: 156

Citations & Warnings: 0 Citations / 0 Warnings

Arrests: 0

BEISD SRO Monthly Activity Report: April 2023

Admin Assist	12
Agency Assist	
Citizen Contact	3
Calls for Service	
Classes given	
Criminal activity/offense	
Citations	
Incident report	
Juvenile complaint	4
Arrest (Adult)	
Juvenile arrest	
Warrant arrest	
Parent Conference	1
Staff Assist	10
Student Assist	18
Suspicious activity/person/circumstances	2
Traffic complaint	
Traffic stops	
Warnings	
Welfare concern/check	
Total:	50

Agenda Item #8

**** TOTALS BY JOB CODE ****

JOB CODE	TOTAL COMPLETED	TOTAL OUTSTANDING	TOTAL NEW	TOTAL PENDING	TOTAL VOID
GRAPH - GRAPH	7	0	0	0	0
VALVE - CUT OFF VALVE	0	1	0	0	0
STREE - STREETS	4	0	0	0	0
SWAP - METER CHANGE	4	0	0	0	0
LOCA - LINE LOCATE	7	1	0	0	0
CHECK - CHECK FOR LEAK	7	0	0	0	0
LEAK - FIXED LEAK	11	0	0	0	0
MISC - MISCELLANEOUS	4	0	0	0	0
REIN - REINSTATE	22	0	0	0	1
TRASH - TRASH CANS	3	0	0	0	0
OCC - OCCUPANT CHANGE	6	0	0	0	0
DIS - DISCONNECT	7	0	0	0	1
NON - NON-PAYMENT TURN OFF	37	0	0	0	52
TUR - TURN ON WATER	1	0	0	0	0
INSTA - INSTALL NEW METER	2	1	0	0	0
CLEAN - CLEAN UP	1	0	0	0	0
CON - CONNECT	1	0	0	0	0
REREA - REREAD	1	0	0	0	0
PRESS - PRESSURE CHECK	2	0	0	0	0
TOTAL ALL CODES	127	3	0	0	54

5/03/2023 10:56 AM
 SERVICE CATEGORY: WA - WATER
 MONTH RANGE: 4/2023 THRU 4/2023
 BOOKS: All

U S A G E A N D L O S S R E P O R T

4/2023	USAGE	METERS	USAGE BREAKDOWN	ACCOUNTS	AVERAGE
PUMPED	24,746,000		0-0	201	0
FLUSHED	6,338,300		1-9,999,999,999	1,808	6,640
USED	12,006,811	2,009	TOTAL	2,009	5,976
UNBILLED	0	0			
LOSS	6,400,889				
LOSS PERCENTAGE	25.87 %				

1 MONTH TOTALS			
TOTAL PUMPED	24,746,000	AVERAGE PUMPED	24,746,000
TOTAL SOLD	12,006,811	AVERAGE SOLD	12,006,811
TOTAL FLUSHED	6,338,300	AVERAGE FLUSHED	6,338,300
TOTAL LOSS	6,400,889	AVERAGE LOSS	6,400,889
LOSS PERCENTAGE	25.87 %	AVERAGE LOSS PERCENTAGE	25.87 %
TOTAL UNBILLED	0	AVERAGE UNBILLED	0

	Street Patching		
Date:	Street:	Worked Done By:	
04-21-22	Ashley	KL/JG/RS	
05-19-22	Benton	JG/KL	
06-13-22	Hungry Hill	KL/RS/RS/JG	
08-25-22	Old Bruceville	CS/KL/RS	
08-26-22	Franklin	GS/KL/JG	
09-07-22	Archie	KL/CS/RS	
09-07-22	Mesquite	KL/RS/CS	
09-07-22	Church	KL/RS/CS	
09-07-22	First St	KL/RS/CS	
09-07-22	Grider	KL/RS/CS	
09-08-22	Temple	JG/KL/RS	
09-08-22	Washington	JG/KL/RS	
09-08-22	Ausborn	JG/KL/RS	
09-08-22	Fourth St	JG/KI/RS	
09-08-22	Eagle	JG/KL/RS/CS	
09-26-22	3rd St	GS/CS/RS/JG	replace culvert
09-28-22	Horseshoe Bend	GS/CS/RS/JG	
10-13-22	Hungry Hill	CS/RS/KL/RS	
10-14-22	Hungry Hill	GS/JG/KL/RS	
10-21-22	4th	CS/RS	
10-21-22	Temple	CS/RS	
10-21-22	Benton	CS/RS	
10-21-22	Aspen	CS/RS	
	Trimming	Trees	
11-1-22	Grider & Bruce	JG/KL/RS/GS	
11-1-22	Aspen	JG/KL/RS	
11-1-22	1st	JG/GS	
11-1-22	Benton	JG/KL/RS/GS	
11-1-22	Tatum	Rudy	
11-2-22	Tatum	Rudy	
11-2-22	N. Bruce	JG/KL/RS/GS	
11-8-22	Mackey Ranck	GS/CS/RS/KL/RS	
11-9-22	Mackey Ranch	GS/RS/CS/JG/RS/KL	
	Patching		
12-5-22	Franklin	JG/KL/RS	
12-5-22	Temple	JG/KL/RS	

12-5-22	Ausborn	JG/KL/RS	
12-5-22	Spruce	JG/KL/RS	
12-5-22	Evergreen	JG/KL/RS	
12-5-22	Hungry Hill	JG/KL/RS	
12-29-22	Crescent Creek	JG/CS/RS	
12-29-22	Benton	JG/CS/RS	
12/29/22	Soules Cr	JG/CS/RS	
12/29/22	Anna Hobbs	JG/CS/RS	
12/29/22	Ashley	JG/CS/RS	
12/29/22	Melissa	JG/CS/RS	
		February-23	
2/17/23	Franklin	GS/JG/KL/RS	
2/17/23	Hungry Hill	JG/KL/RS	
2/17/23	Gurley	JG/KL/RS	
2/17/23	Archie	JG/KL/RS	
2/17/23	Mesquite	JG/KL/RS	
2/22/23	Eagle	CS/KL/RS	
2/22/23	Spruce	CS/KL/RS	
2/22/23	1st Street	CS/KL/RS	
2/22/23	Benton	CS/RS/KL	
2/22/23	Aspen	CS/RS/KL	
2/22/23	Evergreen	CS/RS/KL	
2/22/23	Shady Shore	CS/RS/KL	
2/22/23	Soules Cr	CS/KL/RS	
		March 2023	
3-7-23	Franklin	CS/RS/GS	
3-7-23	Pine	CS/RS/GS	
3-8-23	Horshoebend	CS/JG/RS	
3-8-23	Soules Circle	JG/CS/RS	

Requested Vendor Information

	Amount Spent per Vendor				% Spending Comparison	
	Core & Main	Fortline	ACT Pipe and Supply	National	% Core & Main	% Other Vendors
FY 2021-2022 (Last Year)	\$ 87,325.96	-	\$ 4,156.81	\$ 6,804.43	89%	11%
FY 2022-2023 (Current YTD)	\$ 30,963.40	\$ 264.92	\$ 1,769.36	\$ 5,092.27	81%	19%

May 18, 2023

City of Bruceville-Eddy
Mr. Kent Manton,
144 Wilcox Drive,
Eddy, Texas 76524

RE: CITY OF BRUCEVILLE-EDDY Monthly Engineering Status Report

Mr. Kent Manton,

MRB Group is pleased to provide to the City the following Items in regards to the Monthly Engineering Report. This report includes Engineering Tasks from April 18 through May 18, 2023.

DEVELOPMENT REVIEW

- 1. Owens Addition** - We have completed our review and provided comments for your consideration. Developer plans to request variances from City Council for plat approval.
- 2. Rajan Plaza** - We have completed our review of the plat only and provided comments for your consideration. The review included a comment that states no construction to begin prior to the review and approval of the construction plans. The construction plans are in hand but we have not begun a comprehensive review.

WATER METER FEASIBILITY

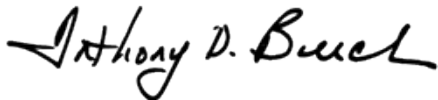
1. Wendy Linkous - We have completed our review and approved this meter application.
2. 2324 Theresa Lane Moody, Tx We have completed our review and approved this meter application.
3. 14810 IH 35 Brittney Rommo We have completed our review and approved this meter application.
4. Mr. Mark Mclean – Under Review. We received this request on May 17, 2023. We are planning to address this request after the initial water distribution model creation.
5. Rajan Plaza Meter request. Under Review. The City is providing MRB with an approximate pressure at this location. MRB will plan to render a decision based upon the measured pressures and existing distribution maps.

GENERAL DISCUSSION ITEMS

1. MRB is awaiting approval of the GIS/ Water Model Contract. The scope for this contract shall include a new Water Utility GIS and model. MRB shall base the new water model on the established GIS water mains. The Engineering Contract to approve this scope is included within the current council agenda.
2. MRB is preparing a proposal to develop plans and specifications for a new water well. The water well location and the supporting infrastructure shall be determined after approval of contract. The City to provide initial locations for proposed water well and the MRB Hydro-geologist will review and approve and / or provide additional locations.
3. MRB received proposed electrical improvements and quote from Wallace Controls and Electric for the Friendly Oaks water well. We are reviewing the proposal and will provide comments if any to the City Manager.

If you have any questions, please feel free to contact me.

Sincerely,



Anthony Beach, PE, CFM
Anthony.Beach@mrbgroup.com
Cell: (254) 721-3349

City of Bruceville-Eddy
Engineer's Report on New Wastewater System
Prepared on 5-18-2023

1. USDA Rural Development – New Wastewater System:

Tabor & Associates, Inc. is waiting on USDA Rural Development to issue closing instructions and authorize the project to be bid.

2. TCEQ Discharge Permit Renewal:

Tabor & Associates, Inc. received authorization from the City of Bruceville-Eddy on February 28, 2023, to prepare and submit the renewal application to TCEQ on or before July 23, 2023.

UPDATE: Our office will submit the completed renewal application package to TCEQ via FedEx today (5-18-2023).



Tabor & Associates, Inc.
Consulting Engineers
Firm #3229
P.O. Box 1788
Waco, Texas 76703
Telephone: 254-756-2118

CITY OF BRUCEVILLE-EDDY

TRANSPORATION ALTERNATIVES GRANT UPDATE REPORT

Thursday, May 18, 2023



To: Mayor and Council Members
City of Bruceville-Eddy
144 Wilcox Dr.
Eddy, TX 76524
(254) 859-5700

From: Scott Murrah, P.E.
5M Associates, LLC
smurrah@5m-associates.com
(254) 760-9085

The intent of this update is to enhance the project team's communications and maintain project schedules and budgets. The following provides a brief update on projects 5M has with the City of Bruceville-Eddy. Please contact me for any questions or additional information.

General Comments

- 1 5M Associates completed the preliminary TxDOT Transportation Alternatives Grant application on January 26, 2023. The City and 5M conducted an interview process with TxDOT on March 3, 2023. The City of Bruceville-Eddy was invited to submit a full application, which are due June 5, 2023. As part of the application, TxDOT requests that the City approve a Resolution in support of the grant application.

Here are some items of note for the project:

* The Grant is 100% funded and does not require any matching funds from the City. Grant funds can be used for Surveying, Engineering, Geotechnical Investigations, Environment Studies, and Construction. However, grant funds historically have not been used for property acquisition or utility relocations. If additional property is required, or if utilities (water, sewer, telephone, electrical, gas, etc) are in conflict with the pedestrian trail and require relocation, the property acquisition and utility relocation costs will be the responsibility of the City. While 5M Associates will try to identify and avoid any conflicts, underground utilities and unknown right-of-way locations are not known until the design phase of the project.

* The Grant is a Reimbursible Grant, meaning the City of Bruceville-Eddy will be responsible to pay the contractor and then submit a draw request to TxDOT for reimbursement for the payment. The project will be spread over two budget cycles, and pay applications will be required to be submitted monthly by the contractor to keep payment amounts to a minimum.

* Any change orders or costs above the approved budget will be the responsibility of the City. The grant amount awarded to the City for the project will not be increased due to unforeseen issues during design or construction.

CODE ENFORCEMENT/BUILDING INSPECTIONS/PERMITTING

APRIL 2023 REPORT

NUMBER OF CODE ENFORCEMENT CASES

- 80 ACTIVE AT START OF MONTH
- 22 CLOSED
- 27 NEW
- 85 CURRENTLY ACTIVE

- NUMBER AND TYPES OF CASES WORKED

- 7 DANGEROUS BUILDING
- 25 HIGH GRASS AND WEEDS
- 2 NO PERMIT
- 2 DISTANCE REQUIREMENTS FOR LIVESTOCK, FOWL, OR BEES
- 1 SEPTIC SYSTEM
- 1 CARGO CONTAINER
- 11 JUNKED VEHICLE
- 58 RUBBISH

NUMBER OF BUILDING PERMITS ISSUED AND TYPE

- 14 PERMITS
 - 3 FENCE
 - 1 GAS LINE
 - 3 ACCESSORY BUILDING
 - 3 ELECTRICAL
 - 1 CARPORT
 - 3 GARAGE SALE

BURN PERMITS

- 5

INSPECTIONS

- 6 TOTAL
 - 1 PLUMBING ROUGH
 - 1 ACCESSORY BUILDING
 - 1 ELECTRIC SERVICE
 - 2 CARPORT
 - 3 FENCE

FACILITY MAINTENANCE

- 28 HOURS

City Administrators Report: 5/25/2023

Sewer System

The USDA legal team has completed their review of our documentation and has released the project for movement to the loan closing process without any further stipulations! This is a very exciting milestone for our city in regards to this vital project!

Furthermore, we received loan closing instructions from USDA on 5/18/2023. In the closing instructions, we were informed of several items that need to be submitted or reworked from their original submission to include compliance with the new Build America, Buy America (BABA) requirements, compliance with the equal opportunity act, the adoption of policies and procedures outlining the conditions of service, the establishment of an annual operating budget and rate structure, among other items. A few of these must be completed before we are authorized to move the process to bidding, while several will be required after the bidding work has been completed.

We are in the process of scheduling meetings with USDA and Tabor and Associates to work through some of the nuances of these items.

Despite reaching this specific point in the process, we are still very much aware that this project will be underfunded as external market forces have greatly increased construction costs across the United States. We are still taking a multipronged approach to researching options to move the project forward, including looking to partnerships that can expand our ability to provide service. On May 19th, 2023 we will be meeting with County and U.S. representatives to discuss our project and our options.

Fireworks and Burn Ordinance Revisions

We have yet to receive a revised burning or fireworks ordinance from the City Attorney's office. Mr. Bullock has raised a few questions in regard to these revision requests. We will be discussing some of the potential litigation aspects in executive session.

Water Well Repair Efforts

On the water well issues with Friendly Oaks and Westridge sites: We have one quote for a VFD and sine wave filter for Friendly Oaks from Wallace Controls and Electric to protect our well and distribution motors. The quote came in below our authorized expenditure amount however, it does not include any housing/climate control for these units which our engineering firm has recommended to protect these electronics from the Texas heat and insure their longevity.

Gordian brought Core Construction and Romo electric out to our well sites 5/10/2023. Gordian has already gone through the bidding processes required by Texas law with their vendors. We are expecting a quote to return within the next 7-10 days that will indicate and itemize all of the recommendations our engineering firm has requested for consideration.

We will continue to prioritize Friendly Oaks at this time until it is back-up and running.

Also, I was able to reach out to the McLennan County Administrator's office to inquire about our ability to access some of their ARPA funding for providing electrical standby power at our well sites. Apparently, there was an application process for this back in 2021 that might not have been completed on our end. However, we may be able to access some of this funding should one of the entities that was awarded funding reverse course.

Street Repairs

Street repairs approved by Council through interlocal agreement with McLennan County back in March are slated to begin at the end of May or early June according to the County Foreman. We ask for patience and understanding from the community as crews begin the work of milling and resealing Crescent Creek, N Mesquite, Archie, Ausborn, and Temple.

In addition, we have reached out to McLennan County and asked for an opinion and guidance on the best approach to repairs for the section of Hungry Hill Road from Hwy 7 to the creek. Justin Cross, County Foreman, stated that this overhaul would not be a huge project, but that he does not recommend milling to road base at this time. McLennan County does not do any concrete work so any bids for this type of material would need to come from private vendors. If Council desires to see this road move to a gravel one (road base) we will likely need to budget for adding new material every 1-2 years as well as approximately 48 hours of labor from the County per year for them to have a motor grader come out about once a month to regrade. Our PW crew does, however, have a box blade that they could use to regrade as needed, although it would probably not be as efficient as the County would be able to provide.

Justin recommends resealing this section. We have requested the addition of Hungry Hill Road project to be included in this year's road repairs to which they have obliged. We are still awaiting an official quote for this project.

On the same note, I was able to meet with management at Helena on Tuesday March 9th to discuss the issues we are having with their trucks on Hungry Hill Road. The meeting was successful overall, starting immediately, they will begin locking the fence on Hungry Hill and directly all traffic through the front gate. The exception to this rule will be on weekends when third party vehicles arrive and must unlock the gate and at very busy times, which I've been told

is a rarity. This should result in a significant decrease in truck traffic that is adding to the damage to our street. We also discussed partnering up to address an construction upgrade to the stretch of road that leads to their plant. While the regional operations manager could not make any promises, he said they would be open to considering a proposal and sending it up the chain.

Grant and Funding Opportunities

The CDBG application for waterline replacement in the 3rd/4th street alley was submitted. We are now awaiting award announcements that will take place at the end of 2023 or 2024.

T-Mobile has informed us as of 5/18/2023 that our grant application was not selected to move forward.

Committee Updates

Budget

Work on the FY 2023-2024 budget kicked off last month with a staff meeting and the first official Budget Committee took place on 5/18/2023.

Members are working on the intial budget numbers now and will be sending out budget request forms to Department Heads shortly for input.

Staff will be recommending, and budgeting to keep the same tax rate of 0.460000/\$100 which was a decrease of 0.04/\$100 from the year prior (FY 2021-2022).

Development

We were working internally to get a set of several properties rezoned from agricultural to general business this month. These properties are along the I-35 and Hwy 7 corridors and a rezoning to general business is consistent with the future land use map listed in the comprehensive plan. This takes one hurdle out of the process for the landowners looking to develop their properties in Falls County. We hit an unexpected delay on this project and deliberations were unfortunately moved to June 22, 2023 as we were informed by Waco Tribune Herald that an internal issue resulted in the failure of our legal notices being published on time.

CREED:

No additional information since the last update.

KBAR - Eagle Ranch:

KBAR has informed the City that they will be moving forward with the submission of a preliminary plat for their property located in our ETJ with ½ acres lots and are no longer

interested in annexing into the city limits at this time. They will also be seeking a variance for road construction design.

BE Travel Center (Ascent):

An official preliminary plat was submitted on 4/25/2023 for this development. Staff submitted to engineering firm the same day. We also have in the works the required zoning change that is needed to develop this land with commercial property. This will be up for discussion at our 5/25/2023 meeting.

CEFCO:

CEFCO's legal team was unsuccessful in their initial discussion with BEISD to come to an understanding on the use of Miracle Lane. I have been told that conversations are still continuing. The project is currently on hold until an understanding or alternate plans can be made. We will be discussing our options to help move their project forward in executive session.

FM Land Holdings:

A variance request is being submitted for your consideration at the 5/25/2023 meeting to the current road construction design specs. They are wanting to see if this is feasible before submitting a preliminary plat for consideration.

B-E Safe Storage and B-E RV Park

Construction still underway on both of their respective expansion projects



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**Regular City Council Meeting
April 27, 2023, 6:00 p.m.
Minutes**

1. Call to Order at 6:00pm by Mayor Owens

**Councilmembers present: Richard Prater, Cecil Griffin, Graham McGruer, and Ricky Wiggins.
Absent: Connally Bass, Mayor Pro-Tem**

Staff present: Kent Manton-City Administrator, Pam Combs-City Secretary, Danielle McGruer-Court clerk, Thomas Arnold-Code enforcement, and Chief Dorsey.

2. Community Announcements

**5-4-2023 National Day of Prayer, 6:00 pm at B-E City Hall
5-5-2023 Food Bank 5-7 pm at the First Baptist Church, Eddy, Tx
5-13-2023 Roll-off Trash Collection, 8-12:00 pm on Hudson Drive
5-17-2023 Exhibition Softball Game, 6:00 pm at the ballpark on Hungry Hill Rd
5-19-2023 Concert on the Green, 6:30 pm behind B-E city hall
5-20-2023 Springfest 9:00 am – 4:00pm B-E city hall grounds
5-20-2023 Tire Amnesty/Trash Day 7:30 am, Lorena**

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. **None**

4. Police Chief's Report – Chief Michael Dorsey

**Police Report for March 2023 – Calls for Service: Total 131; Arrest, Offense, Incident Reports: Total 20; Crash Reports: Total 5; Citations & Warnings: Total 275; Citations Total: 214 and Warning Total: 61
Also, month of March 2023 conducted 260 security checks, school zone enforcement 18, direct traffic enforcement 98.**

SRO Officer Report for March 2023: Calls of Service: 1; Security checks: 192; Citations&Warnings:1/0 Warnings; Arrest:0

On 4-14-2023 we did a presentation in front of the study body on drugs, alcohol, bullying, and other school related offences. This is something done once a year.

5. Public Works Director's Report

March fixed 31 leaks, Mr. Wiggins would like for the guys to look at some streets and do some pot hole patching on N. Ausborn, Hungry Hill Rd, and Eagle Dr.



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6. Engineering Reports- Tabor & Associates April 17, 2023 Sewer Report

1. USDA Rural Development-New Wastewater System:

Tabor & Associates, Inc. is waiting on USDA Rural Development to issue closing instructions and authorize the project to be bid. We will meet at City Hall on April 24th about the New Wastewater System.

2. TCEQ Discharge Permit Renewal:

Tabor & Associates, Inc. received authorization from the City of Bruceville-Eddy on February 28, 2023, to prepare and submit the renewal application to TECQ on or Before July 23, 2023.

We are waiting on signature pages from the City that must be included in the renewal application.

MRB Group is working on a more formal report to start including with our agenda each month. They have just updated us with two-meter studies and one plat they reviewed. Other than that, they have been helping us with our electrical engineering research to get our wells back on line. They are working on a proposal that should be wrapped up the end of this week for building out a GIS system based on the Water Hydraulic Analysis we had done in November 2022. This report will help to inform any new additional upgrades to our system. Also, includes anyone that wants to add a new water meter to the system. This will inform us if we are able to provide that and still meet all the TECQ requirements.

7. Court Administrator's Quarterly Report

8. Community Development Report – Thomas Arnold

March 2023 report for code enforcement, building inspections and permitting

Number of code enforcement cases active at the start of the month were 62; 13 closed; 31 new: and total current active is 80.

10 building permits issued; 10 burn permits; 6 inspections; and 25 hours facility maintenance.

9. City Administrator's Report – Kent Manton

City Administrators Report: 4/27/2023

Sewer System

I was able to make contact with Terri at USDA on April 10th. She was in high spirits but openly admitted that the past couple of months were very busy for her with her other projects. She said she has not heard from the legal review team, even though we are now past the 90-day mark of the '30-90 days' needed to complete the review. She said this will be her first loan using the new legal team structure that is a hybrid model based out of State, with remote operations. Previously, every loan for USDA in Texas and Oklahoma was legally reviewed in Temple. She said she will be reaching out to see if she can get updates on the status. If we are unable to get an update soon, the Mayor and I are discussing options to help move the process along.

We were able to establish a meeting this coming Monday to discuss the contingency funding proposal with USDA, BVRT, and Tabor and Associates. We hope to have some more information



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after the fact on the potential feasibility of tackling some of the sewer systems' costs with private investment.

Grant and Funding Opportunities

The CDBG application for the waterline replacement in the alleyway of 3rd/4th street is nearing completion and should be ready to submit within the coming weeks. As a reminder, awards for this funding are not expected until November of 2023 as Texas Department of Agriculture has an extensive review and selection process.

I have submitted the City for a grant from the T-Mobile under their Howntown Grants Program for the purpose of buying a playground structure. Determinations for these grants will be made in June of 2023. If awarded, we would have to round-up some volunteer labor to get the equipment installed.

Our Transportation Alternatives grant project for the sidewalk along Eagle Drive was selected to move forward with an official grant application via TXDOT! Scott Murrah, of 5M Associates will now begin the process of preparing an application for your review and consideration. If Council should decide to move forward with the grant application, it would be due for submission in June 2023. I'm told that awards for funding, would not be named until late 2023.

I have reached out to the County Judge and Administrator to inquire about some of their ARPA funding for water system upgrade specific to emergency preparedness. They have passed my request along to their engineering firm that was responsible for allocating this money to entities across the County

TCEQ Inspection

The triennial TCEQ inspection for our water system was completed 4/19/2023. We are working with our inspector out of the Waco regional office on a couple documents that need to be corrected. Other than this, I've been told that 'everything checked out'.

This is a testament to the diligence of our staff in their record-keeping practices as well as their regular upkeep of our water distribution facilities. Way to go Water and Public Works team!

As of 4/21/2023, we have not received the finalized report.

Citizen/Customer Engagement

At this month's staff meeting and employee appreciation luncheon I introduced a big push for increased Savvy Citizen usage by our citizens and customers alike. I have requested that staff use every opportunity to remind customers of this important and free tool.

Thomas Jefferson is quoted as saying "an informed citizenry is at the heart of a dynamic democracy." Savvy Citizen is just one of the methods we are utilizing to get the word out on events, projects, and important happenings. If you have not done so already, or if you know someone who hasn't, please consider signing up. All subscribers have the ability to customize their updates and notifications to the topics they deem relevant.

Staff will collectively try to reach a goal of 850 subscribers by the end of the fiscal year.

TXDOT Updates

TXDOT teams have completed some of our recent maintenance requests and are currently working on a few others for us. For starters, you may have noticed that 'no parking in R.O.W.' signs (3) have been placed in front of Bruceville-Eddy RV Park to help protect visibility for



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vehicles exiting onto the frontage road. Additionally, several damaged signs have been replaced along the frontage road and we are working to get trees in the median that were damaged by a mowing contractor back in December replaced. Lastly, a contractor has sent our request for the Southbound city limit sign on I-35 to be moved to its proper location before the Woodlawn overpass. Kudos to Waylon Pilgreen and Mark Sedillo for the assistance with these issues!

Development

We are working internally to get a set of several properties rezoned from agricultural to general business this coming May. These properties are along the I-35 and Hwy 7 corridors and a rezoning to commercial is consistent with the future land use map listed in the comprehensive plan. This takes one hurdle out of the process for the land owners looking to develop their properties in Falls County

CREED:

No additional information since the last update.

KBAR - Eagle Ranch:

I'm still working on a detailed list of options to bring forth to you for consideration on any next steps to take with this development proposal.

MUD:

The enacting legislation for the municipal utility district has been filled in the Texas House of Representatives; see below:

HB 5360 Author: Shine

Last Action: 04/12/2023 H Referred to Land & Resource Management: Apr 12 2023 12:21PM

Caption Version: Introduced

Caption: Relating to the creation of the Deer Creek Ranch Municipal Utility District No. 1; granting a limited power of eminent domain; providing authority to issue bonds; providing authority to impose assessments, fees, and taxes.

BE Travel Center (Ascent):

A plat was submitted to our office last week; however, it was deficient in several instances. We are working with the engineering firm and the contracted plat preparer to ensure that all aspects of our subdivision ordinance are addressed before submission to our engineering firm

CEFCO:

No additional information since the last update

FM Land Holdings:

The developer has formed a proposed layout of plots and will likely be submitting a variance to the subdivision ordinance for Council's consideration at an upcoming Council Meeting

10. Consent Agenda

All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or a member of the public so requests.



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A. Approval of Minutes

Council to discuss, consider, and possibly take action to approve the minutes from the March 23, 2023 City Council Meeting.

B. Finances – March 2023

i) Council to discuss, consider, and possibly take action to approve the March 2023 financial reports for the general, water, and sewer fund accounts.

ii) Council to discuss, consider, and possibly take action on approving March 2023 accounts payable for the general, water, and sewer fund accounts.

Motion made by Ricky Wiggins to approve the consent agenda items A and B (i, ii), 2nd by Graham McGruer, yeas 4, nay 0, absent 1, Motion passes.

11. New Building for the Bruceville-Eddy Volunteer Fire Department

A. Approval for Structure

Council to discuss, consider, and possibly take action on a request made by the Bruceville-Eddy Volunteer Fire Department to erect a new building, at their expense, on property owned by the City of Bruceville-Eddy adjacent to their currently occupied fire station; the purpose of which is for the storage of vehicles as well as dedicated training space.

B. Waiver of Permitting Fees

Council to discuss, consider, and possibly take action to waive permitting fees required for the erection of a new building for Bruceville-Eddy Volunteer Fire Department.

Motion made by Ricky Wiggins to approve Bruceville-Eddy VFD to erect a new building at their expense on the property owned by the City of Bruceville-Eddy adjacent to their current occupied fire station and also to waive the permitting fees required for the erection of the new building for the fire department, 2nd by Richard Prater, yeas 4, nay 0, absent 1, motion passes.

12. Hungry Hill Road

Council to discuss, consider, and possibly take action on current efforts to address street deterioration in the section of Hungry Hill Road adjacent to, and heavily trafficked by, servicing trucks enroute to Helena Chemical Company's facilities.

Motion made by Ricky Wiggins for the city to follow up with Mr. Smith our County Commissioner and see what the county would charge us to come from about the bridge back toward Hwy 7, to tear up the road and put road base down, 2nd by Richard Prater, yeas 4, nay 0, absent 1, motion passes.

13. Invoice Review and Approval

Council to discuss, consider, and possibly take action on an invoice from Core & Main LP in the amount of \$4,510.00 for the payment of Neptune 360 electronic meter reading software. This amount exceeds the authority of the City Administrator for expenditure approval which is currently set at \$2,000.00.

Motion made by Ricky Wiggins to approve this software for \$4510.00 with Core & Main LP. I also want to make a motion for Kent to check with other vendors that maybe can supply us like Core & Main does, 2nd by Graham McGruer, yeas 4, nay 0, absent 1, motion passes



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14. Proposal for Rental Registration/Inspection Program

Council to discuss, consider, and possibly take action on the creation of a rental registration and/or inspection ordinance; Council will hear a presentation from staff on the feasibility, legality, and potential benefits/consequences associated with the establishment said program; request for authorization of city staff to move forward with engaging with stakeholders and report back findings to Council for further deliberation.

Motion made by Graham McGruer to move forward with this implementation strategy after talking with the city attorney and report back to council for further deliberation, 2nd by Richard Prater, yeas 4, nay 1, absent 1, motion passes.

15. Atmos Energy Corporation Mid-Tex 2023 Rate Review

Council to discuss, consider, and possibly take action on the Atmos Energy Corporation Mid-Tex 2023 Rate Review Mechanism Filing notice.

No Action Taken

16. Ordinance Amendment Discussion: Firework Sales

Council to discuss, consider, and possibly take action to provide staff with further direction on the amendment of the code of ordinances; allowing for the sales of fireworks within the city limits of Bruceville-Eddy, specific to Falls County.

Motion made by Ricky Wiggins that our city administrator get with our city attorney about the selling of fireworks within our city limits and get back with the council, 2nd by Graham McGruer, yeas 4, nay 0, absent 1, motion passes

17. Friendly Oaks and Westridge Water Plants – Repairs to Groundwater Wells

Council to discuss, consider, and possibly take action to address electrical and mechanical issues at the Friendly Oaks Water Plant site and the Westridge Water Plant site that has resulted in their inoperability; review of recommendations from Engineer on protections to prevent future outages of equipment; including the approval of any needed repairs and/or upgrades and their related expenditures.

Motion made by Ricky Wiggins to authorize the city administrator to purchase a VFD and sinewave filter in an amount not to exceed \$49,999.00 dollars for the Friendly Oaks well site, the sensa phone upgrades as currently quoted by Alliance Electric Group for Tolbert and Friendly Oaks, and reinstallation of the wells via Jurgensen Pump only after protections have been installed at each well site and not exceed the amounts currently quoted for said services, 2nd by Cecil Graham. yeas 1, nay 0, absent 1, motion passes.

18. Ordinance Amending the Code of Ordinances and Master Fee Schedule

Council to discuss, consider, and possibly take action on ordinance 4-27-2023-1; changes to the City's code of ordinances and master fee schedule; updating and adding fees for building, construction, and development related fees; adding inspection schedules to building regulations.

Motion made by Ricky Wiggins to table this until next meeting or when you want to bring it up and let's nail down the accessory building a little bit more detail, 2nd by Cecil Griffin, yeas 4, nay 0, absent 1, motion passes.



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Regular Council Meeting adjourned at 8:15 pm

Executive Session in order at 8:15 pm

19. Executive Session

A. The City Council Shall Meet in Executive Session to Discuss the Following:

i) Section 551.076 – Deliberation Regarding Security Devices or Security Audits – Discussion regarding the deployment, or specific occasions for implementation, of security personnel or devices; and/or a security audit and possible security upgrades. Tex. Gov't Code Ann. § 551.076.

ii) Section 551.074 – Personnel Matters – Discussion regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee: Public Works Technician. Tex. Gov't Code Ann. § 551.074.

Executive Session is adjourned at 9:22 pm

B. Reconvene into Open Session at 9:22 pm

C. Possible Action on Issues Discussed in Executive Session

No action was taking relating to personnel matters.

Motion made by Graham McGruer that we accept an upgrade in the security assets for the public works department and have the Chief of Police supervise the security upgrades, 2nd by Richard Prater, yeas 4, nay 0, absent 1, motion passes.

20. Adjournment

Motion made by Graham McGruer to adjourned the meeting at 9:27 pm, 2nd by Richard Prater, yeas 4, nay 0, absent 1, motion passes.

Linda Owens, Mayor

Date

Pam Combs, City Secretary

Date



COUNCIL MONTHLY FINANCIAL SUMMARY FOR APRIL 2023

Summary of Funds

General Fund

Account Name	Beginning Balance	Total Deposits	Total Withdraws	Ending Balance
MOODY GENERAL CHECKING	\$ 124,835.51	\$ 83,765.26	\$ (127,204.76)	\$ 81,396.01
MRLA PROPERTY TAX	\$ 105,490.28	\$ 4,164.24	\$ (0.20)	\$ 109,654.32
MUNICIPAL COURT TECH/BLDG FUND	\$ 10,843.79	\$ 1,726.50	\$ (1,930.00)	\$ 10,640.29 ***
CITY INVESTMENT	\$ 106,491.77	\$ 328.69	\$ -	\$ 106,820.46
GRANT FUND	\$ 661.89	\$ -	\$ -	\$ 661.89 ***
GRANT FUND INVESTMENT	\$ 428,232.09	\$ 1,321.83	\$ -	\$ 429,553.92 ***
ASSET FORFEITURE	\$ 786.72	\$ -	\$ -	\$ 786.72 ***
MRLA INVESTMENT	\$ 2,585,990.63	\$ 7,982.27	\$ -	\$ 2,593,972.90
CDBG GRANT	\$ -	\$ -	\$ -	\$ - ***
IRS TREASURY ASSET FORFEITURE	\$ 1,634.55	\$ -	\$ (1,459.96)	\$ 174.59 ***
IRS ASSET FORFEITURE INVESTMENT	\$ 201,163.52	\$ 620.92	\$ -	\$ 201,784.44 ***
FUND 10 TOTAL	\$ 3,566,130.75	\$ 99,909.71	\$ (130,594.92)	\$ 3,535,445.54

Water Fund

Account Name	Beginning Balance	Total Deposits	Total Withdraws	Ending Balance
WATER SUPPLY-MOODY CHECKING	\$ 190,892.76	\$ 154,348.95	\$ (124,357.32)	\$ 220,884.39
SECURITY DEPOSIT	\$ 50,872.38	\$ 1,981.06	\$ (890.22)	\$ 51,963.22 **
#729 CD UTILITY IMPROVEMENT-INVESTMENT	\$ 61,675.01	\$ 190.36	\$ -	\$ 61,865.37
UTILITY BILL RELIEF	\$ 58.59	\$ -	\$ (58.59)	\$ - **
2011 IMPROVE REVE BOND-INTEREST & SINKING FUND	\$ 31,617.48	\$ 6,224.00	\$ -	\$ 37,841.48 **
PETTY CASH	\$ 200.00	\$ -	\$ -	\$ 200.00
2011 IMPROVE REVE BOND-RESERVE FUND	\$ 71,480.11	\$ -	\$ -	\$ 71,480.11 **
WATER REFUND BOND	\$ -	\$ -	\$ -	\$ -
2013 IMPROVEMENT BOND-INTEREST & SINKING FUND	\$ 54,808.47	\$ 12,800.00	\$ -	\$ 67,608.47 **
2013 IMPROVEMENT REVENUE BOND-RESERVE FUND	\$ 5,106.89	\$ -	\$ -	\$ 5,106.89 **
#166 IMPROVEMENT REV BOND-RESERVE INVESTMENT	\$ 168,336.29	\$ 519.61	\$ -	\$ 168,855.90 **
2011 REFUND REVENUE BOND-RESERVE FUND	\$ 37,889.63	\$ -	\$ -	\$ 37,889.63 **
2011 REFUND REVE BOND-INTEREST & SINKING FUND	\$ 15,559.73	\$ 3,068.00	\$ -	\$ 18,627.73 **
2015 COMBINATION TAX & REV-INTEREST & SINKING	\$ 17,099.29	\$ 3,895.00	\$ -	\$ 20,994.29 **
#522 COBE WATER SUPPLY INVESTMENT	\$ 1,946,532.28	\$ 6,008.41	\$ -	\$ 1,952,540.69
FUND 50 TOTAL	\$ 2,652,128.91	\$ 189,035.39	\$ (125,306.13)	\$ 2,715,858.17

Summary

	Beginning Balance	Total Deposits	Total Withdraws	Ending Balance
General Fund Totals	\$ 3,566,130.75	\$ 99,909.71	\$ (130,594.92)	\$ 3,535,445.54
Water Fund Totals	\$ 2,652,128.91	\$ 189,035.39	\$ (125,306.13)	\$ 2,715,858.17
Total				\$ 6,251,303.71

General Fund: Fund Balance

Restricted fund balance	\$ 643,601.85 ***
Unrestricted Fund Balance	\$ 2,891,843.69
TOTAL	\$ 3,535,445.54

Water Fund: Fund Balance

Restricted Fund Balance	\$ 480,367.72 **
Unrestricted Fund Balance:	\$ 2,235,490.45
TOTAL	\$ 2,715,858.17

DEBT:

Debt Service: General Fund Current Year	\$ -
Debt Service: Water Fund Current Year	\$ 371,868.62
Debt Service: Sewer Fund Current Year	\$ 46,750.00
Next year Bond Debt Service	\$ 417,434.65
Total Remaining Debt Service in Future Yrs 2025-2030	\$ 1,430,727.70
4 Bonds issued=2-2011; 2013; 2015	
TOTAL	\$ 2,266,780.97

*Bond Payments made semi annual: March 30, & Sept. 30

Esther Moreno

 Esther Moreno, Finance Director.

SUBMITTED BY: *5/18/23*

 Director of Finance

Ant Manton

 City Administrator

TOTAL DEBT

Debt Description	Series 2011 Rev. Bond 2	SERIES 2011	Series 2013 Revenue Bond	Water Meters	Series 2015 Revenue Bond	TOTALS
Code Fund	WATER	WATER	WATER	WATER	SEWER	
Issuance Year	3/1/2011	9/30/2011	9/30/2013	2/28/2020	3/30/2016	
Final Year	2025	2025	2028	2025	2030	
Issuance Amount	\$731,000.00	\$371,000.00	\$1,883,000.00	\$489,200.00	\$395,000.00	\$3,869,200.00
Principle Balance Due	\$199,000.00	\$99,000.00	\$1,070,000.00	\$302,090.00	\$300,000.00	\$1,970,090.00
Interest Balance Due	\$23,816.00	\$11,878.43	\$183,717.40	\$18,119.18	\$59,160.00	\$296,691.01
Total Outstanding:						
Interest+Principle	\$222,816.00	\$110,878.43	\$1,253,717.40	\$320,209.18	\$359,160.00	\$2,266,781.01
Interest Rate	5.50%	5.50%	3.25%	2.97%	4.25%	
Interest 2023	\$11,691.00	\$5,816.24	\$44,625.00	\$8,972.07	\$12,750.00	\$83,854.31
Principle 2023	\$63,000.00	\$31,000.00	\$109,000.00	\$97,764.31	\$34,000.00	\$334,764.31
Total 2022-2023	\$74,691.00	\$36,816.24	\$153,625.00	\$106,736.38	\$46,750.00	\$418,618.62
Interest 2024	\$8,012.00	\$4,005.95	\$40,375.32	\$6,068.47	\$11,305.00	
Principle 2024	\$66,000.00	\$33,000.00	\$113,000.00	\$100,667.91	\$35,000.00	
Total 2023-2024	\$74,012.00	\$37,005.95	\$153,375.32	\$106,736.38	\$46,305.00	\$417,434.65
Interest 2025	\$4,113.00	\$2,056.24	\$35,745.00	\$3,078.64	\$9,817.50	
Principle 2025	\$70,000.00	\$35,000.00	\$118,000.00	\$103,657.74	\$36,000.00	
Total 2024-2025	\$74,113.00	\$37,056.24	\$153,745.00	\$106,736.38	\$45,817.50	\$417,468.12
Interest 2026			\$31,025.00		\$8,287.50	
Principle 2026			\$233,000.00		\$37,000.00	
Total 2025-2026			\$264,025.00		\$45,287.50	\$309,312.50
Interest 2027			\$21,122.50		\$6,715.00	
Principle 2027			\$243,000.00		\$38,000.00	
Total 2026-2027			\$264,122.50		\$44,715.00	\$308,837.50
Interest 2028			\$10,824.58		\$5,100.00	
Principle 2028			\$254,000.00		\$39,000.00	
Total 2027-2028			\$264,824.58		\$44,100.00	\$308,924.58
Interest 2029					\$3,442.50	
Principle 2029					\$40,000.00	
Total 2028-2029					\$43,442.50	\$43,442.50
Interest 2030					\$1,742.50	
Principle 2030					\$41,000.00	
Total 2029-2030					\$42,742.50	\$42,742.50

2023 Water Fund:	\$371,868.62
2024 Water Fund:	\$371,129.65
2025-2030: Water Only	\$1,164,622.70

2023 Sewer Fund:	\$46,750.00
2024 Sewer Fund:	\$46,305.00
2025-2030: Sewer	\$266,105.00

Will be paid at sewer closing

TOTALS FOR ALL:	
2023	\$418,618.62
2024	\$417,434.65
2025-2030	\$1,430,727.70

\$2,266,780.97

APRIL 2023

City: Revenues & Disbursements

Pg.1

#1 10-00-5049 Quarter deposit for SRO payroll expenses

Pg.2

#2 10-10-6160 Signs to advertise Savvy Citizen App.
#3 10-10-6201 Ordinance#3-23-2023-1 and 3-23-2023-3
#4 10-10-6206 2-electrical,2 FEMP, 2-Final, 1-pool deck inspections
#5 10-10-6207 Annual membership for Savvy Citizen

Pg.3

#6 10-10-6519 Quarterly payment
#7 10-20-6001 First month new officer

Pg.4

#8 10-20-6107 New officer uniform
#9 10-20-6519 Quarterly payment

Pg.5

#10 10-20-6708 Annual Maintenance Fee
#11 10-21-6107 5 shirts w/city logo

Pg.6

#12 10-21-6519 Quarterly payment

Pg.7

#13 10-30-6519 Quarterly payment

Pg.9

#14 10-40-6202 Includes March-all day prosecutor conference
#15 10-40-6519 Quarterly payment
#16 10-40-6701 Includes annual CopSync Interface with Incode

Water: Revenues & Disbursements

Pg.2

#1 50-00-6203 Electrical site review and emails(wells)
#2 50-00-6207 Annual membership for Savvy Citizen
#3 50-00-6414 Annual Maintenance Fee-Incode
#4 50-00-6415 Includes security cameras for 410 Hudson Lane
#5 50-00-6519 Quarterly payment

Pg.3

#6 50-00-6700 Wells down. Over our minimum
#7 50-00-6701 Wells down no usage
#8 50-00-6705 1 box of meters(6)
#9 50-00-6714 New annual maintenance fee for Neptune meters

5/18/2023 I acknowledge that the reports are accurate to the best of my knowledge at the date and time the reports were printed.



Modified
Revenue & Disbursements
April 2023

CITY OF BRUCEVILLE-EDDY
 REVENUES & DISBURSEMENTS
 AS OF: APRIL 30TH, 2023

10 -GENERAL FUND

ACCT NO#	ACCOUNT NAME	PRIOR YEAR APRIL ACTIVITY	CURRENT YEAR MARCH ACTIVITY	CURRENT YEAR APRIL ACTIVITY	\$ CHANGE	BUDGET	YTD ACTUAL	BUDGET BAL.
REVENUES								
=====								
FEES								
10-00-5002	FRANCHISE FEE REVENUE	152.20	0.00	147.63	147.63	60,000.00	5,939.66	54,060.34
10-00-5003	BUILDING PERMITS	0.00	2,862.10	944.00	(1,918.10)	10,000.00	16,656.93	(6,656.93)
10-00-5004	PERMIT FEES	1,053.28	490.00	70.00	(420.00)	1,000.00	2,272.00	(1,272.00)
10-00-5005	TOWER LEASE	300.00	650.00	300.00	(350.00)	3,600.00	2,200.00	1,400.00
10-00-5007	TROY PARKER PROPERTY LEASE	0.00	135.00	0.00	(135.00)	2,000.00	135.00	1,865.00
10-00-5008	OPEN RECORDS	0.00	0.00	0.00	0.00	150.00	98.40	51.60
10-00-5009	POLICE REPORTS	0.00	6.00	15.00	9.00	500.00	42.00	458.00
10-00-5021	CRLF GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-00-5042	MISC. INCOME CITY	0.00	531.15	0.00	(531.15)	600.00	551.75	48.25
10-00-5047	DA SEIZE ASSETS	0.00	0.00	0.00	0.00	2,000.00	0.00	2,000.00
10-00-5048	TREASURY SEIZE ASSETS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-00-5049	SRO REIMBURSEMENT INCOME #1	0.00	0.00	13,374.98	13,374.98	0.00	32,465.36	(32,465.36)
10-00-5060	PD FIXED ASSET SALES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-00-5061	GENERAL FIXED ASSET SALES	0.00	0.00	0.00	0.00	3,000.00	6,100.00	(3,100.00)
10-00-5090	LEASE INCOME (SIGNS)	0.00	0.00	0.00	0.00	11,248.00	0.00	11,248.00
10-00-5095	TRANSFERS IN	0.00	0.00	0.00	0.00	236,530.00	0.00	236,530.00
	TOTAL FEES	1,505.48	4,674.25	14,851.61	10,177.36	330,628.00	66,461.10	264,166.90
TAXES								
10-00-5100	PROPERTY TAX REVENUE	5,338.14	24,346.51	4,164.04	(20,182.47)	409,100.00	386,902.19	22,197.81
10-00-5101	SALES TAX REVENUE	7,770.38	9,364.90	8,769.63	(595.27)	100,000.00	72,070.32	27,929.68
	TOTAL TAXES	13,108.52	33,711.41	12,933.67	(20,777.74)	509,100.00	458,972.51	50,127.49
COURT								
10-00-5500	FINES INCOME	19,657.58	25,456.78	20,435.58	(5,021.20)	250,000.00	112,208.94	137,791.06
10-00-5501	MVBA COLLECTIONS INCOME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-00-5502	MCLENNAN CHILD SAFETY FEE	0.00	0.00	0.00	0.00	2,000.00	2,035.14	(35.14)
10-00-5503	LOCAL MUNICIPAL JURY FUND	2.70	7.50	8.40	0.90	100.00	32.50	67.50
10-00-5504	TIME PAYMENT REIMBURSEMENT FEE	107.50	132.50	95.00	(37.50)	1,000.00	652.16	347.84
10-00-5505	OMNI REVENUE	148.00	148.00	136.00	(12.00)	1,500.00	676.00	824.00
10-00-5510	FINES COURT TECH FUND	231.10	423.90	400.00	(23.90)	3,500.00	1,751.90	1,748.10
10-00-5520	FINES COURT BLDG/SECURITY FUND	230.20	455.60	459.60	4.00	3,500.00	1,926.60	1,573.40
10-00-5525	JUVENILE CASE MANAGER FUND	303.10	525.00	500.00	(25.00)	4,000.00	2,189.10	1,810.90
	TOTAL COURT	20,680.18	27,149.28	22,034.58	(5,114.70)	265,600.00	121,472.34	144,127.66
OTHER FINANCING SOURCES								
10-00-5902	INTEREST INCOME	373.25	9,908.16	10,253.71	345.55	18,000.00	56,249.78	(38,249.78)
	TOTAL OTHER FINANCING SOURCES	373.25	9,908.16	10,253.71	345.55	18,000.00	56,249.78	(38,249.78)
	TOTAL REVENUES	35,667.43	75,443.10	60,073.57	(15,369.53)	1,123,328.00	703,155.73	420,172.27

10 -GENERAL FUND

ACCT NO#	ACCOUNT NAME	PRIOR YEAR APRIL ACTIVITY	CURRENT YEAR MARCH ACTIVITY	CURRENT YEAR APRIL ACTIVITY	\$ CHANGE	BUDGET	YTD ACTUAL	BUDGET BAL.
EXPENDITURES								
ADMINISTRATION								
OFFICE PERSONNEL-SUPPORT								
10-10-6000	SALARIES	1,600.06	6,000.00	6,000.00	0.00	78,000.00	45,276.12	32,723.88
10-10-6001	HOURLY	3,338.68	6,486.70	6,486.69 (	0.01)	84,330.00	48,779.04	35,550.96
10-10-6002	HOURLY-PART TIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-10-6003	OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-10-6004	MEDICARE	69.26	175.52	175.52	0.00	2,400.00	1,325.41	1,074.59
10-10-6006	HEALTH INSURANCE	734.90	1,466.88	1,466.88	0.00	17,650.00	10,201.01	7,448.99
10-10-6007	DENTAL INSURANCE	0.00	48.84	48.84	0.00	600.00	340.02	259.98
10-10-6008	TMRS	270.14	610.60	610.60	0.00	8,000.00	4,817.16	3,182.84
10-10-6009	SOCIAL SECURITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-10-6014	EFT/ACH FEE	16.99	17.74	18.00	0.26	250.00	148.12	101.88
	TOTAL OFFICE PERSONNEL-SUPPORT	6,030.03	14,806.28	14,806.53	0.25	191,230.00	110,886.88	80,343.12
TRAVEL TRAINING UNIFORMS								
10-10-6102	TRAINING	0.00	710.00	0.00 (	710.00)	1,500.00	710.00	790.00
10-10-6103	TRAVEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-10-6104	MILEAGE & VEHICLE REIMBURSE	23.05	89.35	63.67 (	25.68)	1,000.00	264.74	735.26
10-10-6105	VEHICLE ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-10-6106	DRUG TESTING/PHYSICAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-10-6107	UNIFORMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-10-6160	MISC EXPENSE #2	760.00	0.00	318.98	318.98	1,800.00	333.98	1,466.02
	TOTAL TRAVEL TRAINING UNIFORMS	783.05	799.35	382.65 (	416.70)	4,300.00	1,308.72	2,991.28
ADMINISTRATIVE COST								
10-10-6200	SUBSCRIPTIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-10-6201	FRANKLIN LEGAL #3	0.00	1,030.44	915.00 (	115.44)	2,000.00	2,875.37 (	875.37)
10-10-6202	ATTORNEY FEES	880.63	5,607.04	500.00 (	5,107.04)	25,000.00	6,995.04	18,004.96
10-10-6203	ENGINEERING	0.00	0.00	0.00	0.00	500.00	0.00	500.00
10-10-6204	CONSULTING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-10-6205	AUDIT	0.00	0.00	0.00	0.00	4,934.00	4,950.01 (	16.01)
10-10-6206	INSPECTIONS-BUILDING #4	523.00	0.00	450.00	450.00	2,000.00	3,410.28 (	1,410.28)
10-10-6207	MEMBERSHIP DUES #5	499.50	226.00	439.50	213.50	1,000.00	702.50	297.50
10-10-6209	PUBLIC HEALTH DISTRICT	0.00	0.00	0.00	0.00	4,700.00	2,119.50	2,580.50
10-10-6211	ELECTION EXPENSE	0.00	0.00	0.00	0.00	1,500.00	1,063.66	436.34
10-10-6212	TAX APPRAISER FEES	0.00	0.00	0.00	0.00	4,000.00	1,885.60	2,114.40
10-10-6213	TAX COLLECTOR FEES	158.06	0.00	0.00	0.00	1,900.00	2,001.44 (	101.44)
	TOTAL ADMINISTRATIVE COST	2,061.19	6,863.48	2,304.50 (	4,558.98)	47,534.00	26,003.40	21,530.60
OPERATING								
10-10-6410	OFFICE SUPPLIES	52.81	737.15	26.09 (	711.06)	1,500.00	1,407.17	92.83
10-10-6411	COPIES/PRINTING	0.00	99.42	0.00 (	99.42)	150.00	145.48	4.52
10-10-6412	POSTAGE, FREIGHT & DELIVERY	50.00	50.67	0.00 (	50.67)	500.00	228.63	271.37
10-10-6413	IT SYSTEM SUPPORT EXTRACO	515.67	376.03	428.66	52.63	4,600.00	2,825.25	1,774.75
10-10-6414	IT SYSTEM SUPPORT TYLER	0.00	0.00	0.00	0.00	3,500.00	0.00	3,500.00

10 -GENERAL FUND

ACCT NO#	ACCOUNT NAME	PRIOR YEAR APRIL ACTIVITY	CURRENT YEAR MARCH ACTIVITY	CURRENT YEAR APRIL ACTIVITY	\$ CHANGE	BUDGET	YTD ACTUAL	BUDGET BAL.
10-10-6415	COMPUTER/SOFTWARE	0.00	0.00	0.00	0.00	3,000.00	0.00	3,000.00
10-10-6416	ADVERTISING & LEGAL NOTICES	0.00	0.00	101.00	101.00	1,000.00	858.83	141.17
10-10-6417	OFFICE EQUIPMENT FURNITURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-10-6418	TELEPHONE SERVICES	155.43	93.17	92.95 (	0.22)	1,200.00	652.90	547.10
10-10-6419	CELL PHONES	193.24	37.99	37.99	0.00	1,200.00	265.93	934.07
10-10-6420	INTERNET SERVICES	0.00	30.15	30.15	0.00	500.00	211.07	288.93
10-10-6421	ELEC-BUILDING. & STREET LIGHTS	1,087.21	2,678.91	1,347.86 (	1,331.05)	17,000.00	9,814.51	7,185.49
10-10-6422	OFFICE MACHINES LEASE	0.00	129.00	0.00 (	129.00)	600.00	258.00	342.00
10-10-6423	ADMIN FEE ALLOCATED	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-10-6425	OFFICE MACHINES-PROPERTY TAX	0.00	0.00	0.00	0.00	100.00	10.47	89.53
10-10-6427	SOCIAL PLATFORMS	74.13	60.34	34.95 (	25.39)	1,100.00	289.49	810.51
	TOTAL OPERATING	2,128.49	4,292.83	2,099.65 (	2,193.18)	35,950.00	16,967.73	18,982.27

BUILDING MAIN.

10-10-6517	JANITORIAL	0.00	42.56	200.00	157.44	1,500.00	478.59	1,021.41
10-10-6518	BUILDING MAIN. & REPAIR	0.00	0.00	16.52	16.52	1,000.00	1,016.42 (	16.42)
10-10-6519	PROPERTY-LIABILITY INSURANCE#6	4,132.75	0.00	1,730.55	1,730.55	6,574.00	6,527.64	46.36
	TOTAL BUILDING MAIN.	4,132.75	42.56	1,947.07	1,904.51	9,074.00	8,022.65	1,051.35

VEHICLES AND OTHER EXP.

10-10-6600	VEHICLES MAINTENANCE/REPAIR	0.00	0.00	0.00	0.00	1,500.00	0.00	1,500.00
10-10-6601	BATTERIES/TIRES/ASSESSORIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-10-6602	FUEL	0.00	0.00	0.00	0.00	1,500.00	0.00	1,500.00
10-10-6603	MINOR EQUIPMENT & SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-10-6604	EQUIPMENT LEASE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-10-6605	EQUIPMENT MAIN. & REPAIR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL VEHICLES AND OTHER EXP.	0.00	0.00	0.00	0.00	3,000.00	0.00	3,000.00

MISCELLANEOUS

10-10-6813	LEGAL RECORDINGS	65.40	0.00	0.00	0.00	200.00	0.00	200.00
10-10-6902	FINANCE CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-10-6909	COUNCIL YR PAY & MEETING EXP.	0.00	0.00	0.00	0.00	72.00	0.00	72.00
10-10-6910	SIGNAGE/SAFETY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-10-6914	FIXED ASSET PURCHASE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-10-6916	EDC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-10-6918	CIP CITY HALL	719.96	0.00	0.00	0.00	0.00	0.00	0.00
10-10-6919	CIP/CAPITAL ASSET PURCHASES	0.00	0.00	0.00	0.00	0.00	2,500.00 (	2,500.00)
	TOTAL MISCELLANEOUS	785.36	0.00	0.00	0.00	272.00	2,500.00 (	2,228.00)

TOTAL ADMINISTRATION		15,920.87	26,804.50	21,540.40 (5,264.10)	291,360.00	165,689.38	125,670.62
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POLICE DEPT

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OFFICE PERSONNEL-SUPPORT

10-20-6000	SALARIES	4,436.94	4,703.14	4,703.14	0.00	61,141.00	35,273.55	25,867.45
10-20-6001	HOURLY#7	8,759.64	5,769.28	7,939.96	2,170.68	144,201.00	70,636.40	73,564.60
10-20-6002	SALARY-SCHOOL RESOURCE OFFICER	0.00	2,692.30	2,692.30	0.00	6,731.00	20,192.25 (	13,461.25)
10-20-6003	OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-20-6004	MEDICARE	187.53	177.12	208.60	31.48	3,400.00	1,722.05	1,677.95

10 -GENERAL FUND

ACCT NO#	ACCOUNT NAME	PRIOR YEAR APRIL ACTIVITY	CURRENT YEAR MARCH ACTIVITY	CURRENT YEAR APRIL ACTIVITY	\$ CHANGE	BUDGET	YTD ACTUAL	BUDGET BAL.
10-20-6006	HEALTH INSURANCE	1,780.00	3,202.06	3,202.06	0.00	37,000.00	22,779.05	14,220.95
10-20-6007	DENTAL INSURANCE	0.00	97.68	97.68	0.00	1,600.00	683.76	916.24
10-20-6008	TMRS	721.84	643.76	749.91	106.15	11,775.00	6,484.41	5,290.59
10-20-6014	EFT/ACH FEE	<u>17.01</u>	<u>17.76</u>	<u>18.00</u>	<u>0.24</u>	<u>250.00</u>	<u>148.15</u>	<u>101.85</u>
	TOTAL OFFICE PERSONNEL-SUPPORT	15,902.96	17,303.10	19,611.65	2,308.55	266,098.00	157,919.62	108,178.38
<u>TRAVEL TRAINING UNIFORMS</u>								
10-20-6102	TRAINING	197.00	0.00	0.00	0.00	2,500.00	(199.00)	2,699.00
10-20-6103	TRAVEL	0.00	0.00	0.00	0.00	1,000.00	881.15	118.85
10-20-6104	MILEAGE & VEHICLE REIMBURSE	0.00	0.00	0.00	0.00	500.00	0.00	500.00
10-20-6106	DRUG TESTING/PHYSICAL	0.00	0.00	0.00	0.00	250.00	0.00	250.00
10-20-6107	UNIFORMS #8	234.47	0.00	381.69	381.69	2,000.00	1,258.53	741.47
10-20-6160	MISC EXPENSE PD	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>500.00</u>	<u>344.22</u>	<u>155.78</u>
	TOTAL TRAVEL TRAINING UNIFORMS	431.47	0.00	381.69	381.69	6,750.00	2,284.90	4,465.10
<u>ADMINISTRATIVE COST</u>								
10-20-6202	ATTORNEY FEES	177.87	1,183.08	135.00	(1,048.08)	15,000.00	1,565.83	13,434.17
10-20-6205	AUDIT	0.00	0.00	0.00	0.00	4,934.00	4,950.00	(16.00)
10-20-6207	MEMBERSHIP DUES	0.00	0.00	0.00	0.00	100.00	0.00	100.00
10-20-6215	ATMOS GAS	<u>63.63</u>	<u>63.86</u>	<u>73.77</u>	<u>9.91</u>	<u>1,100.00</u>	<u>632.33</u>	<u>467.67</u>
	TOTAL ADMINISTRATIVE COST	241.50	1,246.94	208.77	(1,038.17)	21,134.00	7,148.16	13,985.84
<u>OPERATING</u>								
10-20-6410	OFFICE SUPPLIES	279.80	210.06	110.25	(99.81)	2,000.00	1,574.18	425.82
10-20-6411	COPIES/PRINTING/FORMS	0.00	0.00	0.00	0.00	100.00	0.00	100.00
10-20-6412	POSTAGE, FREIGHT & DELIVERY	50.00	7.20	0.00	(7.20)	400.00	376.15	23.85
10-20-6413	IT SYSTEM SUPPORT EXTRACO	465.66	376.03	378.66	2.63	4,600.00	2,457.00	2,143.00
10-20-6414	IT SYSTEM SUPPORT TYLER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-20-6415	COMPUTER/SOFTWARE	0.00	0.00	0.00	0.00	1,000.00	752.75	247.25
10-20-6417	OFFICE EQUIPMENT FURNITURE	0.00	0.00	0.00	0.00	250.00	0.00	250.00
10-20-6418	TELEPHONE SERVICES	255.92	93.17	92.95	(0.22)	1,200.00	652.90	547.10
10-20-6419	CELL PHONES	428.38	441.86	428.98	(12.88)	5,000.00	3,119.40	1,880.60
10-20-6420	INTERNET SERVICES	0.00	150.77	150.77	0.00	2,000.00	1,015.15	984.85
10-20-6421	ELEC-BUILDING	101.57	158.34	92.96	(65.38)	2,000.00	689.47	1,310.53
10-20-6422	OFFICE MACHINES LEASE	90.00	219.00	90.00	(129.00)	2,100.00	888.00	1,212.00
10-20-6425	OFFICE MACHINES-PROPERTY TAX	0.00	0.00	0.00	0.00	100.00	41.88	58.12
10-20-6427	SOCIAL PLATFORMS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>500.00</u>	<u>0.00</u>	<u>500.00</u>
	TOTAL OPERATING	1,671.33	1,656.43	1,344.57	(311.86)	21,250.00	11,566.88	9,683.12
<u>BUILDING MAIN.</u>								
10-20-6517	JANITORIAL	0.00	0.00	0.00	0.00	500.00	0.00	500.00
10-20-6518	BUILDING MAIN. & REPAIR	0.00	74.98	81.96	6.98	2,000.00	1,038.12	961.88
10-20-6519	PROPERTY-LIABILITY INSURANCE #9	<u>4,132.75</u>	<u>0.00</u>	<u>1,730.54</u>	<u>1,730.54</u>	<u>6,574.00</u>	<u>6,527.63</u>	<u>46.37</u>
	TOTAL BUILDING MAIN.	4,132.75	74.98	1,812.50	1,737.52	9,074.00	7,565.75	1,508.25
<u>VEHICLES AND OTHER EXP.</u>								
10-20-6600	VEHICLES MAINTENANCE/REPAIR	343.00	774.73	544.59	(230.14)	13,000.00	8,241.04	4,758.96
10-20-6602	FUEL	2,341.10	1,580.56	1,511.39	(69.17)	25,000.00	13,958.39	11,041.61
10-20-6603	MINOR EQUIP, SUPPLIES & REPAIR	13.99	0.00	0.00	0.00	500.00	464.46	35.54
10-20-6605	POLICE VEHICLE EQUIPMENT	<u>0.00</u>	<u>632.00</u>	<u>149.99</u>	<u>(482.01)</u>	<u>2,000.00</u>	<u>2,147.66</u>	<u>(147.66)</u>
	TOTAL VEHICLES AND OTHER EXP.	2,698.09	2,987.29	2,205.97	(781.32)	40,500.00	24,811.55	15,688.45

10 -GENERAL FUND

ACCT NO#	ACCOUNT NAME	PRIOR YEAR APRIL ACTIVITY	CURRENT YEAR MARCH ACTIVITY	CURRENT YEAR APRIL ACTIVITY	\$ CHANGE	BUDGET	YTD ACTUAL	BUDGET BAL.
<u>DEPARTMENTAL EXPENSES</u>								
10-20-6700	RADIO CONNECTION-WACO	350.00	375.00	375.00	0.00	5,000.00	2,625.00	2,375.00
10-20-6701	EQUIPMENT MAIN. & REPAIR	0.00	0.00	0.00	0.00	500.00	0.00	500.00
10-20-6702	FIRING RANGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-20-6703	BODY ARMOR	0.00	0.00	0.00	0.00	1,000.00	619.49	380.51
10-20-6704	INVESTIGATIVE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-20-6705	GUNS AND GUN SUPPLIES	0.00	0.00	207.86	207.86	2,000.00	207.86	1,792.14
10-20-6706	DUTY GEAR	0.00	0.00	0.00	0.00	2,000.00	0.00	2,000.00
10-20-6708	COP SYNC #10	2,760.00	0.00	3,696.00	3,696.00	3,500.00	3,696.00	(196.00)
10-20-6709	K-9 EXPENSES	0.00	0.00	0.00	0.00	2,000.00	1,556.75	443.25
	TOTAL DEPARTMENTAL EXPENSES	3,110.00	375.00	4,278.86	3,903.86	16,000.00	8,705.10	7,294.90
<u>MISCELLANEOUS</u>								
10-20-6900	PRINCIPAL PAYMENT DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-20-6901	INTEREST PAYMENT DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-20-6902	FINANCE CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-20-6903	SIEZURE FOR DA OFFICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-20-6914	FIXED ASSET PURCHASE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-20-6915	AG-ASSET FORFEITURE PURCHASES	2,126.93	0.00	0.00	0.00	25,000.00	17,958.46	7,041.54
10-20-6916	TREASURY ASSET FORFEITURE PURC	0.00	1,459.96	0.00	(1,459.96)	75,000.00	69,614.96	5,385.04
	TOTAL MISCELLANEOUS	2,126.93	1,459.96	0.00	(1,459.96)	100,000.00	87,573.42	12,426.58
	TOTAL POLICE DEPT	30,315.03	25,103.70	29,844.01	4,740.31	480,806.00	307,575.38	173,230.62
CODE ENFORCEMENT =====								
<u>OFFICE PERSONNEL-SUPPORT</u>								
10-21-6000	SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-21-6001	HOURLY	0.00	2,880.00	2,880.00	0.00	37,450.00	21,520.50	15,929.50
10-21-6002	HOURLY-PART TIME	400.00	0.00	0.00	0.00	0.00	0.00	0.00
10-21-6004	MEDICARE	5.80	41.68	41.68	0.00	550.00	311.68	238.32
10-21-6006	HEALTH INSURANCE	0.00	583.26	583.26	0.00	7,000.00	2,916.22	4,083.78
10-21-6007	DENTAL INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-21-6008	TMRS	0.00	140.84	140.84	0.00	1,806.00	1,102.03	703.97
10-21-6009	SOCIAL SECURITY	24.80	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL OFFICE PERSONNEL-SUPPORT	430.60	3,645.78	3,645.78	0.00	46,806.00	25,850.43	20,955.57
<u>TRAVEL TRAINING UNIFORMS</u>								
10-21-6100	CONTRACT SERVICES& TEMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-21-6102	TRAINING	0.00	0.00	0.00	0.00	500.00	660.04	(160.04)
10-21-6103	TRAVEL	0.00	0.00	0.00	0.00	500.00	0.00	500.00
10-21-6104	MILEAGE & VEHICLE REIMBURSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-21-6105	VEHICLE ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-21-6106	DRUG TESTING/PHYSICAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-21-6107	UNIFORMS #11	0.00	0.00	261.00	261.00	300.00	261.00	39.00
10-21-6172	WACO ANIMAL SHELTER 2018 CONT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL TRAVEL TRAINING UNIFORMS	0.00	0.00	261.00	261.00	1,300.00	921.04	378.96

10 -GENERAL FUND

ACCT NO#	ACCOUNT NAME	PRIOR YEAR APRIL ACTIVITY	CURRENT YEAR MARCH ACTIVITY	CURRENT YEAR APRIL ACTIVITY	\$ CHANGE	BUDGET	YTD ACTUAL	BUDGET BAL.
<u>ADMINISTRATIVE COST</u>								
10-21-6200	SUBSCRIPTIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-21-6201	FRANKLIN LEGAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-21-6202	ATTORNEY FEES	0.00	0.00	0.00	0.00	500.00	185.00	315.00
10-21-6205	AUDIT	0.00	0.00	0.00	0.00	4,934.00	4,949.99 (	15.99)
10-21-6207	MEMBERSHIP DUES	0.00	0.00	0.00	0.00	145.00	145.00	0.00
	TOTAL ADMINISTRATIVE COST	0.00	0.00	0.00	0.00	5,579.00	5,279.99	299.01
<u>OPERATING</u>								
10-21-6410	OFFICE SUPPLIES	0.00	64.93	26.09 (	38.84)	0.00	311.86 (	311.86)
10-21-6411	COPIES/PRINTING	0.00	99.41	0.00 (	99.41)	0.00	99.41 (	99.41)
10-21-6412	POSTAGE, FREIGHT & DELIVERY	0.00	24.30	0.00 (	24.30)	500.00	228.71	271.29
10-21-6413	IT SYSTEM SUPPORT EXTRACO	0.00	376.03	378.66	2.63	4,600.00	2,625.25	1,974.75
10-21-6414	IT SYSTEM SUPPORT TYLER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-21-6415	COMPUTER/SOFTWARE	106.68	0.00	0.00	0.00	0.00	0.00	0.00
10-21-6416	ADVERTISING & LEGAL NOTICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-21-6417	OFFICE EQUIPMENT FURNITURE	0.00	0.00	0.00	0.00	500.00	0.00	500.00
10-21-6418	TELEPHONE SERVICES	0.00	93.17	92.94 (	0.23)	1,200.00	652.86	547.14
10-21-6419	CELL PHONES	0.00	40.18	40.18	0.00	600.00	341.39	258.61
10-21-6420	INTERNET SERVICES	0.00	30.15	30.15	0.00	500.00	211.07	288.93
10-21-6421	ELEC-BUILDING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-21-6422	OFFICE MACHINES LEASE	0.00	129.00	0.00 (	129.00)	600.00	258.00	342.00
10-21-6425	OFFICE MACHINES-PROPERTY TAX	0.00	0.00	0.00	0.00	100.00	10.47	89.53
	TOTAL OPERATING	106.68	857.17	568.02 (	289.15)	8,600.00	4,739.02	3,860.98
<u>BUILDING MAIN.</u>								
10-21-6517	JANITORIAL	0.00	0.00	0.00	0.00	0.00	36.02 (	36.02)
10-21-6518	BUILDING MAIN. & REPAIR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-21-6519	PROPERTY-LIABILITY INSURANCE #12	0.00	0.00	1,730.54	1,730.54	6,574.00	6,527.62	46.38
	TOTAL BUILDING MAIN.	0.00	0.00	1,730.54	1,730.54	6,574.00	6,563.64	10.36
<u>VEHICLES AND OTHER EXP.</u>								
10-21-6600	VEHICLES MAINTENANCE/REPAIR	0.00	0.00	0.00	0.00	2,500.00	109.50	2,390.50
10-21-6602	FUEL	0.00	76.78	130.37	53.59	4,500.00	849.16	3,650.84
10-21-6603	MINOR EQUIPMENT & SUPPLIES	0.00	0.00	0.00	0.00	500.00	52.00	448.00
10-21-6604	EQUIPMENT LEASE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-21-6605	EQUIPMENT MAIN. & REPAIR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-21-6606	CLEAN UP AND PURCHASE	0.00	0.00	0.00	0.00	500.00	0.00	500.00
	TOTAL VEHICLES AND OTHER EXP.	0.00	76.78	130.37	53.59	8,000.00	1,010.66	6,989.34
<u>MISCELLANEOUS</u>								
10-21-6900	PRINCIPAL PAYMENT DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-21-6901	INTEREST PAYMENT DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CODE ENFORCEMENT		537.28	4,579.73	6,335.71	1,755.98	76,859.00	44,364.78	32,494.22

10 -GENERAL FUND

ACCT NO#	ACCOUNT NAME	PRIOR YEAR APRIL ACTIVITY	CURRENT YEAR MARCH ACTIVITY	CURRENT YEAR APRIL ACTIVITY	\$ CHANGE	BUDGET	YTD ACTUAL	BUDGET BAL.
<u>MAINTENANCE</u>								
<u>OFFICE PERSONNEL-SUPPORT</u>								
10-30-6000	SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-30-6001	HOURLY	3,683.00	3,791.13	3,858.45	67.32	50,160.00	29,370.77	20,789.23
10-30-6002	HOURLY-PART TIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-30-6003	OVERTIME	34.60	0.00	0.00	0.00	1,500.00	231.83	1,268.17
10-30-6004	MEDICARE	53.34	54.47	55.49	1.02	728.00	427.84	300.16
10-30-6006	HEALTH INSURANCE	1,014.84	1,083.52	994.46 (	89.06)	14,000.00	7,322.09	6,677.91
10-30-6007	DENTAL INSURANCE	0.00	45.36	41.64 (	3.72)	590.00	306.56	283.44
10-30-6008	TMRS	203.35	185.39	188.68	3.29	2,453.00	1,525.43	927.57
10-30-6009	SOCIAL SECURITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL OFFICE PERSONNEL-SUPPORT	4,989.13	5,159.87	5,138.72 (	21.15)	69,431.00	39,184.52	30,246.48
<u>TRAVEL TRAINING UNIFORMS</u>								
10-30-6100	CONTRACT SERVICES& TEMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-30-6102	TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-30-6103	TRAVEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-30-6104	MILEAGE & VEHICLE REIMBURSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-30-6105	VEHICLE ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-30-6107	UNIFORMS	81.98	0.00	0.00	0.00	400.00	349.07	50.93
	TOTAL TRAVEL TRAINING UNIFORMS	81.98	0.00	0.00	0.00	400.00	349.07	50.93
<u>ADMINISTRATIVE COST</u>								
10-30-6202	ATTORNEY FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-30-6205	AUDIT	0.00	0.00	0.00	0.00	4,934.00	4,949.99 (	15.99)
10-30-6207	MEMBERSHIP DUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL ADMINISTRATIVE COST	0.00	0.00	0.00	0.00	4,934.00	4,949.99 (	15.99)
<u>OPERATING</u>								
10-30-6410	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	10.92 (	10.92)
10-30-6411	COPIES/PRINTING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-30-6412	POSTAGE, FREIGHT & DELIVERY	0.00	0.00	0.00	0.00	100.00	0.00	100.00
10-30-6413	IT SYSTEM SUPPORT EXTRACO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-30-6415	COMPUTER/SOFTWARE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-30-6416	ADVERTISING & LEGAL NOTICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-30-6417	OFFICE EQUIPMENT FURNITURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-30-6418	TELEPHONE SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-30-6419	CELL PHONES	80.36	80.36	80.36	0.00	1,000.00	562.80	437.20
10-30-6420	ROLL OFF EXPENSE	0.00	0.00	0.00	0.00	3,300.00	0.00	3,300.00
10-30-6421	ELEC-BUILDING	0.00	294.66	102.60 (	192.06)	1,300.00	978.62	321.38
	TOTAL OPERATING	80.36	375.02	182.96 (	192.06)	5,700.00	1,552.34	4,147.66
<u>BUILDING MAIN.</u>								
10-30-6517	JANITORIAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-30-6518	BUILDING MAIN. & REPAIR	11.49	0.00	0.00	0.00	200.00	222.70 (	22.70)
10-30-6519	PROPERTY-LIABILITY INSURANCE #13	0.00	0.00	1,730.54	1,730.54	6,574.00	6,527.62	46.38
	TOTAL BUILDING MAIN.	11.49	0.00	1,730.54	1,730.54	6,774.00	6,750.32	23.68

CITY OF BRUCEVILLE-EDDY
REVENUES & DISBURSEMENTS
AS OF: APRIL 30TH, 2023

10 -GENERAL FUND

ACCT NO#	ACCOUNT NAME	PRIOR YEAR APRIL ACTIVITY	CURRENT YEAR MARCH ACTIVITY	CURRENT YEAR APRIL ACTIVITY	\$ CHANGE	BUDGET	YTD ACTUAL	BUDGET BAL.
10-40-6107	UNIFORMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL TRAVEL TRAINING UNIFORMS	0.00	106.63	106.63	0.00	2,500.00	1,018.51	1,481.49
<u>ADMINISTRATIVE COST</u>								
10-40-6200	SUBSCRIPTIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-40-6201	FRANKLIN LEGAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-40-6202	ATTORNEY FEES#14	1,550.00	211.08	1,603.00	1,391.92	15,000.00	4,507.88	10,492.12
10-40-6205	AUDIT	0.00	0.00	0.00	0.00	4,934.00	4,950.00	(16.00)
10-40-6207	MEMBERSHIP DUES	0.00	0.00	0.00	0.00	100.00	36.00	64.00
	TOTAL ADMINISTRATIVE COST	1,550.00	211.08	1,603.00	1,391.92	20,034.00	9,493.88	10,540.12
<u>OPERATING</u>								
10-40-6410	OFFICE SUPPLIES	52.80	213.59	179.48	(34.11)	1,000.00	954.28	45.72
10-40-6411	COPIES/PRINTING	0.00	99.42	0.00	(99.42)	100.00	145.48	(45.48)
10-40-6412	POSTAGE, FREIGHT & DELIVERY	50.00	107.98	0.00	(107.98)	1,200.00	291.35	908.65
10-40-6413	IT SYSTEM SUPPORT EXTRACO	0.00	0.00	0.00	0.00	4,600.00	0.00	4,600.00
10-40-6414	IT SYSTEM SUPPORT TYLER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-40-6415	COMPUTER/SOFTWARE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-40-6416	ADVERTISING & LEGAL NOTICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-40-6417	OFFICE EQUIPMENT FURNITURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-40-6418	TELEPHONE SERVICES	155.41	93.17	92.94	(0.23)	1,200.00	652.86	547.14
10-40-6419	CELL PHONES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-40-6420	INTERNET SERVICES	0.00	30.15	30.16	0.01	500.00	211.06	288.94
10-40-6421	ELEC-BUILDING	75.28	295.29	92.45	(202.84)	1,500.00	1,048.94	451.06
10-40-6422	OFFICE MACHINES LEASE	0.00	129.00	0.00	(129.00)	600.00	258.00	342.00
10-40-6425	OFFICE MACHINES-PROPERTY TAX	0.00	0.00	0.00	0.00	100.00	10.47	89.53
	TOTAL OPERATING	333.49	968.60	395.03	(573.57)	10,800.00	3,572.44	7,227.56
<u>BUILDING MAIN.</u>								
10-40-6517	JANITORIAL	0.00	0.00	0.00	0.00	0.00	36.02	(36.02)
10-40-6518	BUILDING MAIN. & REPAIR	0.00	0.00	16.52	16.52	100.00	16.52	83.48
10-40-6519	PROPERTY-LIABILITY INSURANCE#15	0.00	0.00	1,730.54	1,730.54	6,574.00	6,527.61	46.39
	TOTAL BUILDING MAIN.	0.00	0.00	1,747.06	1,747.06	6,674.00	6,580.15	93.85
<u>VEHICLES AND OTHER EXP.</u>								
10-40-6602	FUEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL VEHICLES AND OTHER EXP.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>DEPARTMENTAL EXPENSES</u>								
10-40-6700	MUNICIPAL COURT COLLECTION COST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-40-6701	COURT TECH. EXPENSE #16	465.66	376.03	1,930.00	1,553.97	10,000.00	5,376.59	4,623.41
10-40-6702	COURT SECURITY EXPENSE	11,489.16	0.00	0.00	0.00	3,000.00	1,516.89	1,483.11
10-40-6703	COURT JUVENILE CASE MNGR.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-40-6705	CHILD SAFETY EXPENSE	0.00	0.00	0.00	0.00	1,500.00	0.00	1,500.00
	TOTAL DEPARTMENTAL EXPENSES	11,954.82	376.03	1,930.00	1,553.97	14,500.00	6,893.48	7,606.52
	TOTAL COURT	16,948.40	7,446.79	11,599.02	4,152.23	132,814.00	71,013.86	61,800.14
	TOTAL EXPENDITURES	71,806.82	70,961.81	77,518.33	6,556.52	1,123,328.00	653,432.08	469,895.92
	PROFIT/(LOSS)	(36,139.39)	4,481.29	(17,444.76)	(21,926.05)	0.00	49,723.65	(49,723.65)

50 -WATER FUND

ACCT NO#	ACCOUNT NAME	PRIOR YEAR APRIL ACTIVITY	CURRENT YEAR MARCH ACTIVITY	CURRENT YEAR APRIL ACTIVITY	\$ CHANGE	BUDGET	YTD ACTUAL	BUDGET BAL.
REVENUES								
=====								
FEES								
50-00-5000	WATER SALES	131,597.34	129,140.71	147,230.47	18,089.76	1,693,000.00	960,492.07	732,507.93
50-00-5010	TAP FEES	11,000.00	17,250.00	5,500.00 (	11,750.00)	70,000.00	44,000.00	26,000.00
50-00-5020	CONNECTION FEES	300.00	450.00	210.00 (	240.00)	4,000.00	1,620.00	2,380.00
50-00-5030	RE-CONNECT FEE	120.00	690.00	420.00 (	270.00)	5,000.00	1,920.00	3,080.00
50-00-5031	LATE FEES	2,340.00	2,790.00	2,670.00 (	120.00)	30,000.00	20,790.00	9,210.00
50-00-5032	CSI-CUS SERV FEES	0.00	0.00	0.00	0.00	2,000.00	0.00	2,000.00
50-00-5040	RETURNED CHECK FEE	30.00	0.00	0.00	0.00	600.00	360.00	240.00
50-00-5050	VFD DONATIONS	155.00	134.00	134.00	0.00	2,000.00	1,003.00	997.00
50-00-5060	FIXED ASSET SALES	0.00	0.00	0.00	0.00	25,000.00	44,600.00 (	19,600.00)
50-00-5080	MISC. INCOME	0.00	369.10	0.00 (	369.10)	1,000.00	2,576.25 (	1,576.25)
50-00-5090	GARBAGE REVENUE	11,630.59	12,739.44	12,660.97 (	78.47)	150,000.00	89,132.16	60,867.84
50-00-5095	TRANSFERS IN	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>593,706.00</u>	<u>0.00</u>	<u>593,706.00</u>
	TOTAL FEES	157,172.93	163,563.25	168,825.44	5,262.19	2,576,306.00	1,166,493.48	1,409,812.52
TAXES								
50-00-5102	EFT-ACH FEE	<u>183.30</u>	<u>199.55</u>	<u>197.60 (</u>	<u>1.95)</u>	<u>2,000.00</u>	<u>1,376.70</u>	<u>623.30</u>
	TOTAL TAXES	183.30	199.55	197.60 (	1.95)	2,000.00	1,376.70	623.30
OTHER FINANCING SOURCES								
50-00-5902	INTEREST INCOME	<u>363.55</u>	<u>6,603.28</u>	<u>6,718.38</u>	<u>115.10</u>	<u>25,000.00</u>	<u>40,937.66 (</u>	<u>15,937.66)</u>
	TOTAL OTHER FINANCING SOURCES	363.55	6,603.28	6,718.38	115.10	25,000.00	40,937.66 (	15,937.66)
	TOTAL REVENUES	157,719.78	170,366.08	175,741.42	5,375.34	2,603,306.00	1,208,807.84	1,394,498.16
EXPENDITURES								
=====								
WATER DEPT								
=====								
OFFICE PERSONNEL-SUPPORT								
50-00-6001	HOURLY	15,147.69	14,061.98	14,166.83	104.85	201,000.00	106,380.11	94,619.89
50-00-6003	OVERTIME	942.12	2,014.06	1,335.50 (	678.56)	18,000.00	15,361.70	2,638.30
50-00-6004	MEDICARE	216.36	220.57	212.19 (	8.38)	2,950.00	1,675.44	1,274.56
50-00-6005	ON CALL/MEETING PAY	0.00	270.00	270.00	0.00	3,370.00	1,920.00	1,450.00
50-00-6006	HEALTH INSURANCE	2,842.63	3,400.44	3,483.48	83.04	39,000.00	24,056.78	14,943.22
50-00-6007	DENTAL INSURANCE	0.00	105.99	109.46	3.47	1,200.00	751.54	448.46
50-00-6008	TMRS	824.85	735.75	707.70 (	28.05)	9,050.00	5,853.85	3,196.15
50-00-6009	SOCIAL SECURITY	62.62	80.60	80.60	0.00	1,000.00	577.24	422.76
50-00-6014	EFT/ACH FEE	<u>17.01</u>	<u>17.76</u>	<u>18.00</u>	<u>0.24</u>	<u>250.00</u>	<u>148.14</u>	<u>101.86</u>
	TOTAL OFFICE PERSONNEL-SUPPORT	20,053.28	20,907.15	20,383.76 (	523.39)	275,820.00	156,724.80	119,095.20
TRAVEL TRAINING UNIFORMS								
50-00-6100	CONTRACT SERVICES& TEMP	0.00	0.00	0.00	0.00	2,500.00	0.00	2,500.00
50-00-6102	TRAINING	0.00	0.00	0.00	0.00	1,500.00	0.00	1,500.00

50 -WATER FUND

ACCT NO#	ACCOUNT NAME	PRIOR YEAR APRIL ACTIVITY	CURRENT YEAR MARCH ACTIVITY	CURRENT YEAR APRIL ACTIVITY	\$ CHANGE	BUDGET	YTD ACTUAL	BUDGET BAL.
50-00-6104	MILEAGE & VEHICLE REIMBURSE	0.00	0.00	48.08	48.08	200.00	48.08	151.92
50-00-6106	DRUG TESTING/PHYSICAL	0.00	0.00	0.00	0.00	120.00	0.00	120.00
50-00-6107	UNIFORMS	89.99	0.00	0.00	0.00	1,000.00	363.72	636.28
50-00-6160	MISC EXPENSE WATER	<u>0.00</u>	<u>1.00</u>	<u>2.54</u>	<u>1.54</u>	<u>1,000.00</u>	<u>1,829.49</u>	<u>(829.49)</u>
	TOTAL TRAVEL TRAINING UNIFORMS	89.99	1.00	50.62	49.62	6,320.00	2,241.29	4,078.71
ADMINISTRATIVE COST								
50-00-6202	ATTORNEY FEES	4,943.25	119.08	724.00	604.92	50,000.00	3,849.08	46,150.92
50-00-6203	ENGINEERING#1	4,747.20	486.86	345.00	(141.86)	15,000.00	8,246.66	6,753.34
50-00-6205	AUDIT	0.00	0.00	0.00	0.00	4,934.00	4,950.01	(16.01)
50-00-6207	MEMBERSHIPS & LICENSES#2	<u>499.50</u>	<u>0.00</u>	<u>439.50</u>	<u>439.50</u>	<u>1,500.00</u>	<u>476.50</u>	<u>1,023.50</u>
	TOTAL ADMINISTRATIVE COST	10,189.95	605.94	1,508.50	902.56	71,434.00	17,522.25	53,911.75
OPERATING								
50-00-6410	OFFICE SUPPLIES	52.80	2,342.82	92.67	(2,250.15)	4,000.00	3,058.12	941.88
50-00-6411	COPIES/PRINTING	0.00	99.42	0.00	(99.42)	100.00	145.48	(45.48)
50-00-6412	POSTAGE, FREIGHT & DELIVERY	1,145.32	1,104.77	888.96	(215.81)	10,000.00	8,609.49	1,390.51
50-00-6413	IT SYSTEM SUPPORT EXTRACO	465.66	426.03	378.66	(47.37)	4,600.00	2,775.25	1,824.75
50-00-6414	IT SYSTEM SUPPORT TYLER#3	0.00	0.00	864.00	864.00	4,000.00	864.00	3,136.00
50-00-6415	COMPUTER/SOFTWARE#4	0.00	99.99	1,156.37	1,056.38	3,500.00	1,256.36	2,243.64
50-00-6416	ADVERTISING & LEGAL NOTICES	0.00	0.00	0.00	0.00	500.00	340.43	159.57
50-00-6417	OFFICE EQUIPMENT FURNITURE	0.00	0.00	0.00	0.00	500.00	0.00	500.00
50-00-6418	TELEPHONE SERVICES	244.39	93.18	92.95	(0.23)	1,200.00	652.88	547.12
50-00-6419	CELL PHONES	198.71	198.71	198.71	0.00	2,550.00	1,394.38	1,155.62
50-00-6420	INTERNET SERVICES	0.00	30.16	30.15	(0.01)	500.00	211.07	288.93
50-00-6421	ELEC-BUILDING	251.55	295.30	92.46	(202.84)	2,000.00	1,048.99	951.01
50-00-6422	OFFICE MACHINES LEASE	90.00	219.00	90.00	(129.00)	600.00	888.00	(288.00)
50-00-6423	ELECTRICITY(HUDSON)	0.00	294.65	102.61	(192.04)	1,300.00	978.64	321.36
50-00-6425	OFFICE MACHINES-PROPERTY TAX	0.00	0.00	0.00	0.00	100.00	10.47	89.53
50-00-6426	CSI-CUS SERV INSP	0.00	0.00	0.00	0.00	2,000.00	0.00	2,000.00
50-00-6427	SOCIAL PLATFORMS	<u>74.13</u>	<u>60.34</u>	<u>34.95</u>	<u>(25.39)</u>	<u>1,000.00</u>	<u>295.47</u>	<u>704.53</u>
	TOTAL OPERATING	2,522.56	5,264.37	4,022.49	(1,241.88)	38,450.00	22,529.03	15,920.97
BUILDING MAIN.								
50-00-6517	JANITORIAL	0.00	0.00	0.00	0.00	300.00	36.03	263.97
50-00-6518	BUILDING MAIN. & REPAIR	0.00	0.00	16.52	16.52	150.00	100.22	49.78
50-00-6519	PROPERTY-LIABILITY INSURANCE#5	<u>4,132.75</u>	<u>0.00</u>	<u>1,730.54</u>	<u>1,730.54</u>	<u>6,574.00</u>	<u>6,527.63</u>	<u>46.37</u>
	TOTAL BUILDING MAIN.	4,132.75	0.00	1,747.06	1,747.06	7,024.00	6,663.88	360.12
VEHICLES AND OTHER EXP.								
50-00-6600	VEHICLES MAINTENANCE/REPAIR	1,177.71	640.19	362.42	(277.77)	10,000.00	2,758.86	7,241.14
50-00-6601	CHEMICAL PURCHASES	2,375.00	1,150.00	762.25	(387.75)	15,000.00	10,759.25	4,240.75
50-00-6602	FUEL	1,667.24	1,449.97	1,522.96	72.99	25,000.00	12,451.37	12,548.63
50-00-6603	MINOR EQUIPMENT &SUPPLIES	26.88	357.20	0.00	(357.20)	800.00	1,166.62	(366.62)
50-00-6604	EQUIPMENT LEASE	0.00	0.00	0.00	0.00	1,000.00	0.00	1,000.00
50-00-6605	EQUIPMENT MAIN. & REPAIR	0.00	0.00	0.00	0.00	2,000.00	4,106.16	(2,106.16)
50-00-6608	VEHICLE & EQUIPMENT PURCHASES	0.00	0.00	0.00	0.00	67,000.00	33,814.96	33,185.04
50-00-6609	STORAGE TANK CLEANING AND MAIN	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>25,000.00</u>	<u>10,973.00</u>	<u>14,027.00</u>
	TOTAL VEHICLES AND OTHER EXP.	5,246.83	3,597.36	2,647.63	(949.73)	145,800.00	76,030.22	69,769.78

CITY OF BRUCEVILLE-EDDY
 REVENUES & DISBURSEMENTS
 AS OF: APRIL 30TH, 2023

50 -WATER FUND

ACCT NO#	ACCOUNT NAME	PRIOR YEAR APRIL ACTIVITY	CURRENT YEAR MARCH ACTIVITY	CURRENT YEAR APRIL ACTIVITY	\$ CHANGE	BUDGET	YTD ACTUAL	BUDGET BAL.
OTHER EXPENSES								
50-00-6682	COMPREHENSIVE WATER PROJECTS	0.00	0.00	0.00	0.00	600,000.00	0.00	600,000.00
50-00-6683	PROJECTS & PLANNING	0.00	0.00	0.00	0.00	120,000.00	0.00	120,000.00
50-00-6684	ROBIN RD PROJECT	605.05	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL OTHER EXPENSES	605.05	0.00	0.00	0.00	720,000.00	0.00	720,000.00
DEPARTMENTAL EXPENSES								
50-00-6700	WATER PURCHASES #6	28,057.60	34,198.50	54,964.00	20,765.50	395,000.00	310,668.70	84,331.30
50-00-6701	SOUTHERN TRINITY CONSERV. DIST #7	288.23	165.27	0.00	(165.27)	4,000.00	1,121.10	2,878.90
50-00-6702	ELC-H.O.T UTILITIES WELLS	7,376.00	8,111.00	3,967.00	(4,144.00)	100,000.00	43,814.00	56,186.00
50-00-6703	FITTINGS AND SUPPLIES	4,575.13	4,670.30	4,344.75	(325.55)	50,000.00	26,649.63	23,350.37
50-00-6705	METERS EXPENSE #8	0.00	136.74	1,410.00	1,273.26	13,000.00	4,697.64	8,302.36
50-00-6706	TANK YEARLY INSPECTIONS	0.00	750.00	0.00	(750.00)	4,000.00	750.00	3,250.00
50-00-6707	TANK MAIN. & REPAIRS	0.00	0.00	0.00	0.00	10,000.00	0.00	10,000.00
50-00-6708	REPAIRS WELLS/PUMP HOUSE FO	0.00	3,049.37	90.00	(2,959.37)	60,000.00	113,379.45	(53,379.45)
50-00-6709	PRV/VAULTS/VALVES	0.00	0.00	0.00	0.00	2,500.00	773.39	1,726.61
50-00-6710	ALERT SYSTEM-WELL/PUMP STATION	0.00	132.22	131.79	(0.43)	1,500.00	1,509.65	(9.65)
50-00-6711	EFT/ACH WATER BILLS	164.50	173.00	177.50	4.50	1,800.00	1,193.50	606.50
50-00-6712	TCEQ WATER TIER II PERMIT	0.00	0.00	0.00	0.00	51.00	51.38	(0.38)
50-00-6713	TCEQ PUBLIC WATER SYSTEM PERMI	0.00	0.00	0.00	0.00	7,200.00	7,145.59	54.41
50-00-6714	METER SOFTWARE #9	0.00	0.00	4,510.00	4,510.00	3,000.00	4,510.00	(1,510.00)
50-00-6715	GARBAGE PICK UP	11,215.58	12,151.52	12,131.14	(20.38)	147,600.00	85,345.95	62,254.05
50-00-6716	WATER SAMPLE TEST	120.00	495.93	490.00	(5.93)	7,000.00	4,004.34	2,995.66
50-00-6717	ELEC-WELLS	3,503.54	9,398.35	5,767.93	(3,630.42)	45,000.00	38,842.89	6,157.11
50-00-6718	TOOLS	0.00	75.76	145.62	69.86	1,500.00	971.03	528.97
	TOTAL DEPARTMENTAL EXPENSES	55,300.58	73,507.96	88,129.73	14,621.77	853,151.00	645,428.24	207,722.76
MISCELLANEOUS								
50-00-6811	MVBA COLLECTIONS FEE	0.00	0.00	28.00	28.00	0.00	28.00	(28.00)
50-00-6813	EASEMENT RECORDINGS	0.00	140.00	120.00	(20.00)	500.00	380.00	120.00
50-00-6815	DONATIONS TO VOL. FIRE DEPT	158.00	108.00	107.00	(1.00)	2,000.00	951.35	1,048.65
50-00-6816	UTILITY BILL RELIEF EXPENSE	0.00	940.81	58.59	(882.22)	0.00	999.40	(999.40)
50-00-6900	PRINCIPAL PAYMENT DEBT	0.00	0.00	0.00	0.00	334,765.00	97,907.48	236,857.52
50-00-6901	INTEREST PAYMENT DEBT	0.00	37,133.49	0.00	(37,133.49)	82,042.00	45,962.39	36,079.61
50-00-6914	FIXED ASSET PURCHASES	0.00	0.00	0.00	0.00	66,000.00	66,000.00	0.00
	TOTAL MISCELLANEOUS	158.00	38,322.30	313.59	(38,008.71)	485,307.00	212,228.62	273,078.38
TOTAL WATER DEPT								
		98,298.99	142,206.08	118,803.38	(23,402.70)	2,603,306.00	1,139,368.33	1,463,937.67
TOTAL EXPENDITURES								
		98,298.99	142,206.08	118,803.38	(23,402.70)	2,603,306.00	1,139,368.33	1,463,937.67
PROFIT/(LOSS)								
		59,420.79	28,160.00	56,938.04	28,778.04	0.00	69,439.51	(69,439.51)

51 -SEWER FUND

ACCT NO#	ACCOUNT NAME	PRIOR YEAR APRIL ACTIVITY	CURRENT YEAR MARCH ACTIVITY	CURRENT YEAR APRIL ACTIVITY	\$ CHANGE	BUDGET	YTD ACTUAL	BUDGET BAL.
REVENUES								
=====								
FEES								
51-00-5095	TRANSFERS IN	0.00	0.00	0.00	0.00	73,500.00	0.00	73,500.00
	TOTAL FEES	0.00	0.00	0.00	0.00	73,500.00	0.00	73,500.00
TAXES								
	TOTAL REVENUES	0.00	0.00	0.00	0.00	73,500.00	0.00	73,500.00
EXPENDITURES								
=====								
SEWER DEPT								
=====								
OFFICE PERSONNEL-SUPPORT								
TRAVEL TRAINING UNIFORMS								
ADMINISTRATIVE COST								
51-00-6202	ATTORNEY FEES	277.50	62.08	0.00	(62.08)	3,500.00	247.08	3,252.92
51-00-6203	ENGINEERING	5,567.50	0.00	0.00	0.00	50,000.00	0.00	50,000.00
	TOTAL ADMINISTRATIVE COST	5,845.00	62.08	0.00	(62.08)	53,500.00	247.08	53,252.92
OPERATING								
BUILDING MAIN.								
VEHICLES AND OTHER EXP.								
OTHER EXPENSES								
51-00-6687	WASTEWATER PLANNING	0.00	0.00	0.00	0.00	20,000.00	0.00	20,000.00
	TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00	20,000.00	0.00	20,000.00
MISCELLANEOUS								
51-00-6813	EASEMENT RECORDINGS	0.00	0.00	0.00	0.00	0.00	25.00	(25.00)
	TOTAL MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	25.00	(25.00)
	TOTAL SEWER DEPT	5,845.00	62.08	0.00	(62.08)	73,500.00	272.08	73,227.92
	TOTAL EXPENDITURES	5,845.00	62.08	0.00	(62.08)	73,500.00	272.08	73,227.92
	PROFIT/(LOSS)	(5,845.00)	(62.08)	0.00	62.08	0.00	(272.08)	272.08

Balance Sheet

Comparative:

Month to Date

April 2023

CITY OF BRUCEVILLE-EDDY
 MONTH TO DATE BALANCE SHEET
 AS OF: APRIL 30TH, 2023

10 -GENERAL FUND

ACCT NO#	ACCOUNT NAME	MARCH ACTIVITY	APRIL ACTIVITY	\$ CHANGE	% CHANGE
<u>ASSETS</u>					
10-00-1000	MOODY GENERAL CHECKING	63,719.91 (	43,439.50) (	107,159.41)	168.17-
10-00-1001	MRLA PROPERTY TAX	(275,653.49)	4,164.04	279,817.53	101.51-
10-00-1003	MUNICIPAL COURT TECH/BUILDING	(376.03) (	203.50)	172.53	45.88-
10-00-1004	CITY INVESTMENT ACCOUNT #320	318.22	328.69	10.47	3.29
10-00-1006	GRANT FUND INVESTMENT#037	1,279.75	1,321.83	42.08	3.29
10-00-1007	ASSET FORFEITURE	(205.00)	0.00	205.00	100.00-
10-00-1008	MRLA INVESTMENT	207,709.04	7,982.27 (	199,726.77)	96.16-
10-00-1010	IRS TREASURY ASSET FORFEITURE	0.00 (	1,459.96) (	1,459.96)	0.00
10-00-1011	IRS ASSET FORFEITURE INVESTMNT	601.15	620.92	19.77	3.29
10-00-1750	DUE FROM WATER FUND	(<u>2,500.40</u>)	<u>40.99</u>	<u>2,541.39</u>	<u>101.64-</u>
	TOTAL ASSETS	(5,106.85) (	30,644.22) (	25,537.37)	500.06
		=====	=====	=====	=====
<u>LIABILITIES</u>					
10-00-2000	ACCOUNTS PAYABLE	20,927.96 (	25,180.56) (	46,108.52)	220.32-
10-00-2010	STATE COMP FINES PAYABLE	(8,970.01)	10,664.60	19,634.61	218.89-
10-00-2013	OMNI COURT LIABILITY	(372.00)	204.00	576.00	154.84-
10-00-2111	ENGINEER INVOICE-PLATTING	0.00	1,112.50	1,112.50	0.00
10-00-2121	LIAB ALL INSURANCE SHRT/OVER	(0.02)	0.00	0.02	100.00-
10-00-2150	ACCRUED SALARIES PAYABLE	(<u>21,174.07</u>)	<u>0.00</u>	<u>21,174.07</u>	<u>100.00-</u>
	TOTAL LIABILITIES	(9,588.14) (	13,199.46) (	3,611.32)	37.66
<u>FUND EQUITY</u>					
	TOTAL REVENUES	75,443.10	60,073.57 (	15,369.53)	20.37-
	TOTAL EXPENDITURES	(<u>70,961.81</u>)	(<u>77,518.33</u>)	(<u>6,556.52</u>)	<u>9.24</u>
	TOTAL FUND EQUITY	4,481.29 (	17,444.76) (	21,926.05)	489.28-
		=====	=====	=====	=====
	TOTAL LIABILITIES & EQUITY	(5,106.85) (	30,644.22) (	25,537.37)	500.06
		=====	=====	=====	=====
	** OUT OF BALANCE **	0.00	0.00	0.00	500.06

CITY OF BRUCEVILLE-EDDY
 MONTH TO DATE BALANCE SHEET
 AS OF: APRIL 30TH, 2023

50 -WATER FUND

ACCT NO#	ACCOUNT NAME	MARCH ACTIVITY	APRIL ACTIVITY	\$ CHANGE	% CHANGE
<u>ASSETS</u>					
50-00-1000	MOODY BANK CKING WATER SUPPLY	191,821.81	29,991.63	(161,830.18)	84.36-
50-00-1001	SECURITY DEPOSIT	(9,810.85)	1,090.84	10,901.69	111.12-
50-00-1002	#729 CD INVESTMENT ACCT. CDAR	184.30	190.36	6.06	3.29
50-00-1003	UTILITY BILL RELIEF FUND	(941.52)	(58.59)	882.93	93.78-
50-00-1004	2011 IMPROV-INT & SINKING FUND	436.25	6,224.00	5,787.75	1,326.70
50-00-1006	2011 IMPRV RVN BOND RESRV FUND	27.01	0.00	(27.01)	100.00-
50-00-1008	2013 INT & SINKING FUND	(9,309.06)	12,800.00	22,109.06	237.50-
50-00-1009	2013 IMPROVEMNT REV BOND RESRV	1.93	0.00	(1.93)	100.00-
50-00-1012	#166 IMP REV BOND INVST ACCT	503.06	519.61	16.55	3.29
50-00-1013	2011 REFUND REV RESERVE BOND	14.33	0.00	(14.33)	100.00-
50-00-1014	2011 INT & SINKING FUND	188.62	3,068.00	2,879.38	1,526.55
50-00-1016	2015 INT & SINKING FUND	(2,421.48)	3,895.00	6,316.48	260.85-
50-00-1017	#522 COBE WATER INVESTMENT	(144,168.46)	6,008.41	150,176.87	104.17-
50-00-1018	BAD DEBT ALLOWANCES	14,489.56	5,278.30	(9,211.26)	63.57-
50-00-1020	RVS WATER RECEIVABLES	(22,756.25)	3,445.60	26,201.85	115.14-
50-00-1021	RVS RECEIVABLES NSF CHECKS	(116.05)	0.00	116.05	100.00-
50-00-1022	RVS TAP FEE RECEIVABLES	<u>49.46</u>	<u>0.00</u>	<u>(49.46)</u>	<u>100.00-</u>
TOTAL ASSETS		18,192.66	72,453.16	54,260.50	298.25
		=====	=====	=====	=====
<u>LIABILITIES</u>					
50-00-2000	ACCOUNTS PAYABLE	(9,697.55)	21,323.13	31,020.68	319.88-
50-00-2113	UNEARNED DEPOSITS	2,292.69	(5,850.00)	(8,142.69)	355.16-
50-00-2710	DUE TO GENERAL FUND	(2,500.40)	40.99	2,541.39	101.64-
50-00-2751	DUE TO SEWER FUND	(62.08)	0.00	62.08	100.00-
50-00-2800	OVER/SHORT	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>0.00</u>
TOTAL LIABILITIES		(9,967.34)	15,515.12	25,482.46	255.66-
<u>FUND EQUITY</u>					
TOTAL REVENUES		170,366.08	175,741.42	5,375.34	3.16
TOTAL EXPENDITURES		<u>(142,206.08)</u>	<u>(118,803.38)</u>	<u>23,402.70</u>	<u>16.46-</u>
TOTAL FUND EQUITY		28,160.00	56,938.04	28,778.04	102.19
		-----	-----	-----	-----
TOTAL LIABILITIES & EQUITY		18,192.66	72,453.16	54,260.50	298.25
		=====	=====	=====	=====
** OUT OF BALANCE **		0.00	0.00	0.00	298.25

CITY OF BRUCEVILLE-EDDY
 MONTH TO DATE BALANCE SHEET
 AS OF: APRIL 30TH, 2023

51 -SEWER FUND

ACCT NO#	ACCOUNT NAME	MARCH ACTIVITY	APRIL ACTIVITY	\$ CHANGE	% CHANGE
<u>ASSETS</u>					
=====					
<u>LIABILITIES</u>					
51-00-2750	DUE TO WATER FUND	62.08	0.00	(62.08)	100.00-
	TOTAL LIABILITIES	62.08	0.00	(62.08)	100.00-
<u>FUND EQUITY</u>					
	TOTAL EXPENDITURES	(62.08)	0.00	62.08	100.00-
	TOTAL FUND EQUITY	(62.08)	0.00	62.08	100.00-
=====					

Balance Sheet

Comparative:

Year to Date

April 2023

CITY OF BRUCEVILLE-EDDY
 YEAR TO DATE BALANCE SHEET
 AS OF: APRIL 30TH, 2023

10 -GENERAL FUND

ACCT NO#	ACCOUNT NAME	2021-2022 BALANCE	2022-2023 BALANCE	\$ CHANGE	% CHANGE
ASSETS					
10-00-1000	MOODY GENERAL CHECKING	109,501.67	81,396.01	(28,105.66)	25.67-
10-00-1001	MRLA PROPERTY TAX	438,275.36	109,654.32	(328,621.04)	74.98-
10-00-1003	MUNICIPAL COURT TECH/BUILDING	16,797.82	10,640.29	(6,157.53)	36.66-
10-00-1004	CITY INVESTMENT ACCOUNT #320	104,320.74	106,820.46	2,499.72	2.40
10-00-1005	GRANT FUND	210,661.89	661.89	(210,000.00)	99.69-
10-00-1006	GRANT FUND INVESTMENT#037	0.00	429,553.92	429,553.92	0.00
10-00-1007	ASSET FORFEITURE	462,550.81	786.72	(461,764.09)	99.83-
10-00-1008	MRLA INVESTMENT	2,186,187.88	2,593,972.90	407,785.02	18.65
10-00-1009	CDBG GRANT	0.00	0.00	0.00	0.00
10-00-1010	IRS TREASURY ASSET FORFEITURE	0.00	174.59	174.59	0.00
10-00-1011	IRS ASSET FORFEITURE INVESTMNT	0.00	201,784.44	201,784.44	0.00
10-00-1200	PROPERTY TAX RECEIVABLE	46,533.18	38,738.78	(7,794.40)	16.75-
10-00-1206	ALLOWANCE FOR DOUBTFUL ACCTS	(32,640.35)	(26,913.62)	5,726.73	17.54-
10-00-1750	DUE FROM WATER FUND	13,584.34	14,598.73	1,014.39	7.47
10-00-1751	DUE FROM SEWER FUND	<u>1,531.25</u>	<u>1,531.25</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL ASSETS	3,557,304.59	3,563,400.68	6,096.09	0.17
		=====	=====	=====	=====
LIABILITIES					
10-00-2000	ACCOUNTS PAYABLE	(10,108.09)	(17,547.77)	(7,439.68)	73.60
10-00-2010	STATE COMP FINES PAYABLE	33,787.41	42,934.22	9,146.81	27.07
10-00-2012	TLFTA 1 OMNI FEES	0.00	0.00	0.00	0.00
10-00-2013	OMNI COURT LIABILITY	318.00	240.10	(77.90)	24.50-
10-00-2014	MVBA	0.00	0.00	0.00	0.00
10-00-2015	COURT BONDS	3,177.69	334.20	(2,843.49)	89.48-
10-00-2016	COURT BOND REFUND	(162.00)	0.00	162.00	100.00-
10-00-2100	PAYROLL TAXES PAYABLE	124.17	0.00	(124.17)	100.00-
10-00-2105	TMRS PAYABLE	1,722.64	0.00	(1,722.64)	100.00-
10-00-2110	PRE-PAID LEGAL	247.05	0.00	(247.05)	100.00-
10-00-2111	ENGINEER INVOICE-PLATTING	(215.19)	1,112.50	1,327.69	616.98-
10-00-2115	AFLAC PAYABLE	122.46	0.00	(122.46)	100.00-
10-00-2120	HEALTH INSURANCE PLAN SWHP	3,703.02	3,703.01	(0.01)	0.00
10-00-2121	LIAB ALL INSURANCE SHRT/OVER	2,122.12	2,123.26	1.14	0.05
10-00-2122	DENTAL VISION ADD'L PLAN	(25.59)	(2.68)	22.91	89.53-
10-00-2123	LIBERTY NATIONAL LIFE	136.69	142.02	5.33	3.90
10-00-2124	APPROVED PAYROLL ADVANCE	433.00	0.00	(433.00)	100.00-
10-00-2125	CHILD SUPPORT PAYABLE	0.00	0.00	0.00	0.00
10-00-2127	INSURANCE CLAIMS	580.31	525.94	(54.37)	9.37-
10-00-2130	EMPLOYEE EQUIPMENT PURCHS	2,423.12	0.00	(2,423.12)	100.00-
10-00-2140	VACATION ACCRUAL	0.00	0.00	0.00	0.00
10-00-2145	CHILD SUPPORT PAYABLE	0.00	0.00	0.00	0.00
10-00-2150	ACCRUED SALARIES PAYABLE	0.00	0.00	0.00	0.00
10-00-2200	BANK REC ISSUES	0.00	0.00	0.00	0.00
10-00-2201	MOVE TO WATER FUND	0.00	0.00	0.00	0.00
10-00-2400	PAYROLL LIABILITIES	(542.54)	0.00	542.54	100.00-
10-00-2500	DEFERRED LEASE INCOME	10,712.00	10,712.00	0.00	0.00
10-00-2550	DEFERRED CRLF FUNDS	210,246.38	421,323.78	211,077.40	100.40
10-00-2600	DEFERRED PROPERTY TAX REVENUE	<u>13,892.83</u>	<u>11,825.16</u>	<u>(2,067.67)</u>	<u>14.88-</u>
	TOTAL LIABILITIES	272,695.48	477,425.74	204,730.26	75.08

CITY OF BRUCEVILLE-EDDY
 YEAR TO DATE BALANCE SHEET
 AS OF: APRIL 30TH, 2023

10 -GENERAL FUND

ACCT NO#	ACCOUNT NAME	2021-2022 BALANCE	2022-2023 BALANCE	\$ CHANGE	% CHANGE
<u>FUND EQUITY</u>					
10-00-3000	FUND BALANCE	2,610,637.76	2,674,333.60	63,695.84	2.44
10-00-3001	CHILD SAFETY RESTRICTED FB	2,962.89	4,820.31	1,857.42	62.69
10-00-3002	MUNICIPAL COURT TECH/BLDG FUND	35,605.55	13,775.14	(21,830.41)	61.31-
10-00-3003	ASSET FORFEITURE FUND	142,423.58	343,322.24	200,898.66	141.06
	TOTAL REVENUES	954,154.41	703,155.73	(250,998.68)	26.31-
	TOTAL EXPENDITURES	(461,175.08)	(653,432.08)	(192,257.00)	41.69
	TOTAL FUND EQUITY	3,284,609.11	3,085,974.94	(198,634.17)	6.05-
	TOTAL LIABILITIES & EQUITY	3,557,304.59	3,563,400.68	6,096.09	0.17
	** OUT OF BALANCE **	0.00	0.00	0.00	0.17

CITY OF BRUCEVILLE-EDDY
 YEAR TO DATE BALANCE SHEET
 AS OF: APRIL 30TH, 2023

50 -WATER FUND

ACCT NO#	ACCOUNT NAME	2021-2022 BALANCE	2022-2023 BALANCE	\$ CHANGE	% CHANGE
<u>ASSETS</u>					
50-00-1000	MOODY BANK CKING WATER SUPPLY	100,562.47	220,884.39	120,321.92	119.65
50-00-1001	SECURITY DEPOSIT	45,213.90	51,963.22	6,749.32	14.93
50-00-1002	#729 CD INVESTMENT ACCT. CDAR	60,417.77	61,865.37	1,447.60	2.40
50-00-1004	2011 IMPROV-INT & SINKING FUND	35,784.89	37,841.48	2,056.59	5.75
50-00-1005	PETTY CASH	200.00	200.00	0.00	0.00
50-00-1006	2011 IMPRV RVN BOND RESRV FUND	71,372.38	71,480.11	107.73	0.15
50-00-1008	2013 INT & SINKING FUND	64,988.99	67,608.47	2,619.48	4.03
50-00-1009	2013 IMPROVEMNT REV BOND RESRV	5,099.19	5,106.89	7.70	0.15
50-00-1012	#166 IMP REV BOND INVST ACCT	164,904.38	168,855.90	3,951.52	2.40
50-00-1013	2011 REFUND REV RESERVE BOND	37,832.52	37,889.63	57.11	0.15
50-00-1014	2011 INT & SINKING FUND	17,598.62	18,627.73	1,029.11	5.85
50-00-1016	2015 INT & SINKING FUND	20,518.11	20,994.29	476.18	2.32
50-00-1017	#522 COBE WATER INVESTMENT	2,005,754.15	1,952,540.69	(53,213.46)	2.65-
50-00-1018	BAD DEBT ALLOWANCES	(5,725.69)	5,072.85	10,798.54	188.60-
50-00-1020	RVS WATER RECEIVABLES	139,861.66	143,132.72	3,271.06	2.34
50-00-1021	RVS RECEIVABLES NSF CHECKS	40.88	(93.29)	(134.17)	328.20-
50-00-1022	RVS TAP FEE RECEIVABLES	1,470.59	79.14	(1,391.45)	94.62-
50-00-1023	DEFFERRED OUTFLOW CONTRIBUTION	8,193.00	9,502.00	1,309.00	15.98
50-00-1024	DEFFERRED OUTFLOW INVEST. EXP	(1,393.00)	(1,393.00)	0.00	0.00
50-00-1025	DEFERRED OUTFLOW ACTUAL EXP	36,765.00	36,765.00	0.00	0.00
50-00-1026	DEFERRED OUTFLOW AMORTIZATION	(34,132.00)	(34,794.00)	(662.00)	1.94
50-00-1027	DEFFERRED OUTFLOW OF RESOURCES	385.00	538.00	153.00	39.74
50-00-1028	DEF. OUTFLOW-ACTUAL VS ASSUMPT	5,678.20	4,791.00	(887.20)	15.62-
50-00-1029	NET PENSION ASSESTS	62,404.00	99,204.00	36,800.00	58.97
50-00-1030	TANK IMPROVEMENTS	809,268.82	933,750.22	124,481.40	15.38
50-00-1031	EQUIPMENT	745,578.46	745,578.46	0.00	0.00
50-00-1032	AUTOMOBILES	91,355.52	162,230.82	70,875.30	77.58
50-00-1033	OFFICE EQUIPMENT	64,029.02	64,029.02	0.00	0.00
50-00-1034	A/D SYSTEM IMPROVEMENTS	1,432,726.17	1,432,726.17	0.00	0.00
50-00-1036	LAND	465,980.19	465,980.19	0.00	0.00
50-00-1037	PROPERTY EASMENTS	10,281.71	10,281.71	0.00	0.00
50-00-1038	MUNICIPAL BUILDING	115,643.69	115,643.69	0.00	0.00
50-00-1039	WATER SYSTEM	3,650,949.08	3,650,949.08	0.00	0.00
50-00-1040	MAINTENANCE BUILDING	69,469.37	69,469.37	0.00	0.00
50-00-1041	A/D WATER FACILITIES	(3,286,063.17)	(3,437,763.44)	(151,700.27)	4.62
50-00-1042	A/D BUILDING AND IMPROVEMENT	(133,184.10)	(135,296.60)	(2,112.50)	1.59
50-00-1043	A/D EQUIPMENT AND FURNTURE	(411,699.67)	(491,842.87)	(80,143.20)	19.47
50-00-1044	CASH DRAWER	300.00	300.00	0.00	0.00
50-00-1100	PETTY CASH:1100 DONATIONS	200.00	200.00	0.00	0.00
	TOTAL ASSETS	6,468,630.10	6,564,898.41	96,268.31	1.49
		=====	=====	=====	=====
<u>LIABILITIES</u>					
50-00-2000	ACCOUNTS PAYABLE	54,686.51	87,505.70	32,819.19	60.01
50-00-2001	NET OPEB ASSET LIABILITY	24,176.00	24,237.00	61.00	0.25
50-00-2004	CAPITAL GOVERNMENT-WATER METER	302,089.21	204,325.89	(97,763.32)	32.36-
50-00-2005	PAYROLL LIABILITY	23.24	0.00	(23.24)	100.00-
50-00-2006	VACATION PAYABLE	5,706.00	12,867.80	7,161.80	125.51

CITY OF BRUCEVILLE-EDDY
 YEAR TO DATE BALANCE SHEET
 AS OF: APRIL 30TH, 2023

50 -WATER FUND

ACCT NO#	ACCOUNT NAME	2021-2022 BALANCE	2022-2023 BALANCE	\$ CHANGE	% CHANGE
50-00-2007	DEFERRED INFLOWS OF RESOURCES	2,170.00	2,096.00	(74.00)	3.41-
50-00-2008	DEFERRED INFLOWS OF EXPECTED R	341.00	341.00	0.00	0.00
50-00-2009	DEF.INFLOW-PROJECTED VS ACTUAL	35,465.00	49,745.00	14,280.00	40.27
50-00-2105	TMRS PAYABLE	(485.99)	1,278.23	1,764.22	363.02-
50-00-2110	PRE-PAID LEGAL	90.56	(0.01)	(90.57)	100.01-
50-00-2111	METER STUDY TABOR	3,298.00	3,298.00	0.00	0.00
50-00-2113	UNEARNED DEPOSITS	37,136.30	38,862.96	1,726.66	4.65
50-00-2114	REV REFUNDING BONDS SERIES 201	99,000.00	68,000.00	(31,000.00)	31.31-
50-00-2115	REV REFUNDING BONDS CURRENT DU	29,000.00	31,000.00	2,000.00	6.90
50-00-2116	REVENUE BONDS SERIES 2011	199,000.00	136,000.00	(63,000.00)	31.66-
50-00-2117	2013 IMRPOVE BOND CURRENT DUE	104,000.00	109,000.00	5,000.00	4.81
50-00-2118	2013 IMPROVEMENT BOND	1,070,000.00	961,000.00	(109,000.00)	10.19-
50-00-2120	HEALTH INSURANCE PLAN SWHP	(267.32)	(267.32)	0.00	0.00
50-00-2122	DENTAL VISION ADD'L PLAN	(11.11)	(16.84)	(5.73)	51.58
50-00-2126	REV BOND SERIES 2011 CURRENT	59,000.00	63,000.00	4,000.00	6.78
50-00-2200	CREEKSIDE RANCH DEVELOPMENT	522.41	1,666.15	1,143.74	218.94
50-00-2210	FIRE HYDRANTS	2,041.47	0.00	(2,041.47)	100.00-
50-00-2550	2015 REVENUE BOND	300,000.00	266,000.00	(34,000.00)	11.33-
50-00-2551	2015 REVENUE BOND CURRENT DUE	33,000.00	34,000.00	1,000.00	3.03
50-00-2552	CAPTL GOVT-WTR METER-CURRENT	94,944.00	97,764.00	2,820.00	2.97
50-00-2710	DUE TO GENERAL FUND	13,584.34	14,598.73	1,014.39	7.47
50-00-2751	DUE TO SEWER FUND	(849,714.74)	(851,334.62)	(1,619.88)	0.19
50-00-2800	OVER/SHORT	<u>7.63</u>	<u>1.00</u>	<u>(6.63)</u>	<u>86.89-</u>
	TOTAL LIABILITIES	1,618,802.51	1,354,968.67	(263,833.84)	16.30-
FUND EQUITY					
50-00-3000	FUND BALANCE	4,672,372.55	5,140,490.23	468,117.68	10.02
	TOTAL REVENUES	1,019,385.92	1,208,807.84	189,421.92	18.58
	TOTAL EXPENDITURES	<u>(841,930.88)</u>	<u>(1,139,368.33)</u>	<u>(297,437.45)</u>	<u>35.33</u>
	TOTAL FUND EQUITY	4,849,827.59	5,209,929.74	360,102.15	7.43
	TOTAL LIABILITIES & EQUITY	<u>6,468,630.10</u>	<u>6,564,898.41</u>	<u>96,268.31</u>	<u>1.49</u>
	** OUT OF BALANCE **	0.00	0.00	0.00	1.49

CITY OF BRUCEVILLE-EDDY
 YEAR TO DATE BALANCE SHEET
 AS OF: APRIL 30TH, 2023

51 -SEWER FUND

ACCT NO#	ACCOUNT NAME	2021-2022 BALANCE	2022-2023 BALANCE	\$ CHANGE	% CHANGE
<u>ASSETS</u>					
51-00-1035	CONSTRUCTION IN PROGRESS	656,435.56	734,380.56	77,945.00	11.87
51-00-1036	LAND	<u>82,921.58</u>	<u>82,921.58</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL ASSETS	739,357.14	817,302.14	77,945.00	10.54
=====					
<u>LIABILITIES</u>					
51-00-2710	DUE TO GENERAL FUND	1,531.25	1,531.25	0.00	0.00
51-00-2750	DUE TO WATER FUND	<u>849,714.74</u>	<u>851,334.62</u>	<u>1,619.88</u>	<u>0.19</u>
	TOTAL LIABILITIES	851,245.99	852,865.87	1,619.88	0.19
<u>FUND EQUITY</u>					
51-00-3000	RETAINED EARNINGS	(14,685.10)	(35,291.65)	(20,606.55)	140.32
	TOTAL EXPENDITURES	<u>(97,203.75)</u>	<u>(272.08)</u>	<u>96,931.67</u>	<u>99.72-</u>
	TOTAL FUND EQUITY	(111,888.85)	(35,563.73)	76,325.12	68.22-
=====					
	TOTAL LIABILITIES & EQUITY	739,357.14	817,302.14	77,945.00	10.54
=====					
	** OUT OF BALANCE **	0.00	0.00	0.00	10.54

Check Register

Accounts Payable-PAID

04/01/2023

to

04/30/2023

Check Register

Accounts Payable-Paid

4/01/2023-4/30/2023

Liabilities(below)= Balance Sheet Reports

Legal Shield

Globe Life Liberty National Division

McCreary, Veselka, Bragg, & Allen PC

MRB Group(Water)

Office of the Attorney General

OmniBase Services of Texas

Principal Life Insurance Company

State Comptroller

TML Health

United States Treasury

VENDOR SET: 01 City of Bruceville-Eddy

BANK: * ALL BANKS

DATE RANGE: 4/01/2023 THRU 4/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0170	PITNEY BOWES GLOBAL FINANCIAL							
0170	PITNEY BOWES GLOBAL FINANCIAL							
B-CHECK	PITNEY BOWES GLOBAL FINAVOIDED	V	4/18/2023			000500		200.00CR
C-CHECK	VOID CHECK	V	4/24/2023			007499		

* * T O T A L S * *

NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0.00	0.00	0.00
HAND CHECKS:	0.00	0.00	0.00
DRAFTS:	0.00	0.00	0.00
EFT:	0.00	0.00	0.00
NON CHECKS:	0.00	0.00	0.00
VOID CHECKS:			
2 VOID DEBITS	0.00		
VOID CREDITS	200.00CR	0.00	200.00CR

TOTAL ERRORS: 0

NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: * TOTALS:	200.00CR	0.00	0.00
BANK: * TOTALS:	200.00CR	0.00	0.00

VENDOR SET: 01 City of Bruceville-Eddy

BANK: 10AP GENERAL FUND

DATE RANGE: 4/01/2023 THRU 4/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0322	AMAZON CAPITAL SERVICES	R	4/18/2023			007486		47.18
			*** VENDOR TOTALS ***			1 CHECKS		47.18
0147	ATMOS ENERGY	R	4/12/2023			007475		63.86
			*** VENDOR TOTALS ***			1 CHECKS		63.86
0211	ATWOOD DISTRIBUTING, L.P.	R	4/12/2023			007476		43.98
			*** VENDOR TOTALS ***			1 CHECKS		43.98
0119	CARD SERVICE CENTER	R	4/04/2023			007469		125.98
			*** VENDOR TOTALS ***			1 CHECKS		125.98
0194	CARD SERVICE CENTER	R	4/27/2023			007502		381.69
			*** VENDOR TOTALS ***			1 CHECKS		381.69
0190	CARD SERVICE CENTER	R	4/12/2023			007477		1,598.95
			*** VENDOR TOTALS ***			1 CHECKS		1,598.95
0131	CHARTER COMMUNICATIONS	R	4/24/2023			007492		120.61
			*** VENDOR TOTALS ***			1 CHECKS		120.61
0202	CITY OF WACO FINANCE DEPARTMEN	R	4/18/2023			007487		375.00
			*** VENDOR TOTALS ***			1 CHECKS		375.00
0155	EXTRACO CONSULTING	R	4/12/2023			007478		50.00
			*** VENDOR TOTALS ***			1 CHECKS		50.00
0163	EXTRACO TECHNOLOGY	R	4/12/2023			007479		1,135.98
			*** VENDOR TOTALS ***			1 CHECKS		1,135.98
0167	FIRST NATIONAL BANK OF MOODY	D	4/12/2023			000497		36.00
0167	FIRST NATIONAL BANK OF MOODY	D	4/27/2023			000506		36.00
			*** VENDOR TOTALS ***			2 CHECKS		72.00
0237	FRANKLIN LEGAL PUBLISHING	R	4/04/2023			007470		1,030.44
			*** VENDOR TOTALS ***			1 CHECKS		1,030.44
0128	FUELMAN	R	4/12/2023			007480		1,132.02
0128	FUELMAN	R	4/24/2023			007493		1,300.23
			*** VENDOR TOTALS ***			2 CHECKS		2,432.25

VENDOR SET: 01 City of Bruceville-Eddy

BANK: 10AP GENERAL FUND

DATE RANGE: 4/01/2023 THRU 4/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0298	GOTO COMMUNICATIONS, INC.	R	4/04/2023			007471		464.73
			*** VENDOR TOTALS ***			1 CHECKS		464.73
0154	GREATAMERICA FINANCIAL SVCS.	R	4/04/2023			007472		90.00
			*** VENDOR TOTALS ***			1 CHECKS		90.00
0168	HEART OF TEXAS ELECTRIC CO-OP	D	4/04/2023			000495		109.68
0168	HEART OF TEXAS ELECTRIC CO-OP	D	4/27/2023			000507		108.48
			*** VENDOR TOTALS ***			2 CHECKS		218.16
0145	KEITH ACE HARDWARE-GO	R	4/04/2023			007473		251.41
			*** VENDOR TOTALS ***			1 CHECKS		251.41
0162	KOLOGIC LLC	R	4/18/2023			007488		3,696.00
			*** VENDOR TOTALS ***			1 CHECKS		3,696.00
0102	LEGALSHIELD	R	4/24/2023			007494		15.95
			*** VENDOR TOTALS ***			1 CHECKS		15.95
0103	GLOBE LIFE LIBERTY NATIONAL DI	R	4/24/2023			007495		403.86
			*** VENDOR TOTALS ***			1 CHECKS		403.86
0136	MCCREARY, VESELKA, BRAGG, & AL	R	4/12/2023			007481		5,173.54
			*** VENDOR TOTALS ***			1 CHECKS		5,173.54
0256	MESSER, FORT & MCDONALD	R	4/18/2023			007489		7,001.20
			*** VENDOR TOTALS ***			1 CHECKS		7,001.20
0108	ODP BUSINESS SOLUTIONS, LLC	R	4/04/2023			007474		152.72
			*** VENDOR TOTALS ***			1 CHECKS		152.72
0104	OFFICE OF THE ATTORNEY GENERAL	R	4/12/2023			007482		186.25
0104	OFFICE OF THE ATTORNEY GENERAL	R	4/12/2023			007483		253.38
0104	OFFICE OF THE ATTORNEY GENERAL	R	4/24/2023			007496		186.25
0104	OFFICE OF THE ATTORNEY GENERAL	R	4/24/2023			007497		253.38
			*** VENDOR TOTALS ***			4 CHECKS		879.26
0180	OMNIBASE SERVICES OF TEXAS, LP	R	4/12/2023			007484		594.00
			*** VENDOR TOTALS ***			1 CHECKS		594.00

VENDOR SET: 01 City of Bruceville-Eddy
 BANK: 10AP GENERAL FUND
 DATE RANGE: 4/01/2023 THRU 4/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0170	PITNEY BOWES GLOBAL FINANCIAL	V	4/18/2023			000500		200.00
0170	PITNEY BOWES GLOBAL FINANCIAL							
0170	PITNEY BOWES GLOBAL FINANCIAL							
B-CHECK	PITNEY BOWES GLOBAL FINAVOIDED	V	4/18/2023			000500		200.00CR
0105	PRINCIPAL LIFE INSURANCE COMPA	R	4/24/2023			007498		583.70
			*** VENDOR TOTALS ***			1 CHECKS		583.70
0332	SHELL ENERGY SOLUTIONS	R	4/18/2023			007490		1,537.24
			*** VENDOR TOTALS ***			1 CHECKS		1,537.24
0189	STATE COMPROLLER	D	4/12/2023			000498		19,705.81
			*** VENDOR TOTALS ***			1 CHECKS		19,705.81
0173	TML HEALTH	R	4/24/2023			007500		12,242.50
			*** VENDOR TOTALS ***			1 CHECKS		12,242.50
0185	TML INTERGOVERNMENTAL RISK POO	R	4/12/2023			007485		8,652.71
			*** VENDOR TOTALS ***			1 CHECKS		8,652.71
0100	TEXAS MUNICIPAL RETIREMENT SYS	D	4/26/2023			000502		6,137.95
			*** VENDOR TOTALS ***			1 CHECKS		6,137.95
0107	UNITED STATES TREASURY	D	4/10/2023			000496		2,480.20
0107	UNITED STATES TREASURY	D	4/24/2023			000501		2,481.92
			*** VENDOR TOTALS ***			2 CHECKS		4,962.12
0112	VERIZON WIRELESS	R	4/18/2023			007491		600.39
			*** VENDOR TOTALS ***			1 CHECKS		600.39
0218	WACO TRIBUNE-HERALD	R	4/24/2023			007501		112.31
			*** VENDOR TOTALS ***			1 CHECKS		112.31

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	33	49,857.44	0.00	49,857.44
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	8	31,296.04	0.00	31,096.04
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS	0.00		
	VOID CREDITS	200.00CR	200.00CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: 10AP TOTALS:	42	80,953.48	0.00	80,953.48
BANK: 10AP TOTALS:	42	80,953.48	0.00	80,953.48

VENDOR SET: 01 City of Bruceville-Eddy
 BANK: 10CT MUNICIPAL COURT TECH/BUILD
 DATE RANGE: 4/01/2023 THRU 4/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0163	EXTRACO TECHNOLOGY	R	4/12/2023			001257		378.66
				*** VENDOR TOTALS ***		1 CHECKS		378.66
0129	TYLER TECHNOLOGIES, INC	R	4/04/2023			001256		1,551.34
				*** VENDOR TOTALS ***		1 CHECKS		1,551.34

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2	1,930.00	0.00	1,930.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: 10CT TOTALS:	2	1,930.00	0.00	1,930.00
BANK: 10CT TOTALS:	2	1,930.00	0.00	1,930.00

VENDOR SET: 01 City of Bruceville-Eddy

BANK: 50AP WATER SUPPLY

DATE RANGE: 4/01/2023 THRU 4/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0142	ACT PIPE & SUPPLY, INC.	R	4/04/2023			009215		525.83
			*** VENDOR TOTALS ***			1 CHECKS		525.83
0203	ALLIANCE ELECTRICAL GROUP, LLC	R	4/12/2023			009224		270.00
0203	ALLIANCE ELECTRICAL GROUP, LLC	R	4/18/2023			009237		495.00
			*** VENDOR TOTALS ***			2 CHECKS		765.00
0149	AT&T	R	4/12/2023			009225		132.22
			*** VENDOR TOTALS ***			1 CHECKS		132.22
0152	BLUEBONNET WATER SUPPLY CORP.	R	4/04/2023			009216		34,198.50
			*** VENDOR TOTALS ***			1 CHECKS		34,198.50
0157	BRUCEVILLE-EDDY VFD	R	4/18/2023			009238		108.00
			*** VENDOR TOTALS ***			1 CHECKS		108.00
0119	CARD SERVICE CENTER	R	4/04/2023			009217		564.52
			*** VENDOR TOTALS ***			1 CHECKS		564.52
0190	CARD SERVICE CENTER	R	4/12/2023			009226		786.37
			*** VENDOR TOTALS ***			1 CHECKS		786.37
0151	CITY OF WACO WATER OFFICE	R	4/12/2023			009228		210.00
			*** VENDOR TOTALS ***			1 CHECKS		210.00
0140	CORE & MAIN LP	R	4/12/2023			009229		1,866.16
			*** VENDOR TOTALS ***			1 CHECKS		1,866.16
0121	DSHS CENTRAL LAB MC2004	R	4/12/2023			009230		213.92
			*** VENDOR TOTALS ***			1 CHECKS		213.92
0163	EXTRACO TECHNOLOGY	R	4/12/2023			009231		378.66
			*** VENDOR TOTALS ***			1 CHECKS		378.66
0167	FIRST NATIONAL BANK OF MOODY	D	4/18/2023			000499		177.50
			*** VENDOR TOTALS ***			1 CHECKS		177.50
0128	FUELMAN	R	4/12/2023			009232		833.57
0128	FUELMAN	R	4/24/2023			009244		600.39
			*** VENDOR TOTALS ***			2 CHECKS		1,433.96

VENDOR SET: 01 City of Bruceville-Eddy

BANK: 50AP WATER SUPPLY

DATE RANGE: 4/01/2023 THRU 4/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0154	GREATAMERICA FINANCIAL SVCS.	R	4/04/2023			009218		90.00
			*** VENDOR TOTALS ***			1 CHECKS		90.00
0168	HEART OF TEXAS ELECTRIC CO-OP	D	4/04/2023			000492		4,222.00
0168	HEART OF TEXAS ELECTRIC CO-OP	D	4/04/2023			000493		3,121.00
0168	HEART OF TEXAS ELECTRIC CO-OP	D	4/04/2023			000494		768.00
0168	HEART OF TEXAS ELECTRIC CO-OP	D	4/27/2023			000503		1,076.00
0168	HEART OF TEXAS ELECTRIC CO-OP	D	4/27/2023			000504		2,047.00
0168	HEART OF TEXAS ELECTRIC CO-OP	D	4/27/2023			000505		844.00
			*** VENDOR TOTALS ***			6 CHECKS		12,078.00
0145	KEITH ACE HARDWARE-GO	R	4/04/2023			009219		111.50
			*** VENDOR TOTALS ***			1 CHECKS		111.50
0141	LONESTAR MAINTENANCE & SERVICE	R	4/12/2023			009233		1,344.89
0141	LONESTAR MAINTENANCE & SERVICE	R	4/24/2023			009245		607.00
			*** VENDOR TOTALS ***			2 CHECKS		1,951.89
0124	MCLENNAN COUNTY CLERK	R	4/18/2023			009239		60.00
0124	MCLENNAN COUNTY CLERK	R	4/27/2023			009247		60.00
			*** VENDOR TOTALS ***			2 CHECKS		120.00
0256	MESSER, FORT & MCDONALD	R	4/18/2023			009240		181.16
			*** VENDOR TOTALS ***			1 CHECKS		181.16
0265	MRB GROUP	R	4/18/2023			009241		486.86
			*** VENDOR TOTALS ***			1 CHECKS		486.86
0146	O'REILLY AUTOMOTIVE, INC.	R	4/04/2023			009220		105.94
			*** VENDOR TOTALS ***			1 CHECKS		105.94
0108	ODP BUSINESS SOLUTIONS, LLC	R	4/04/2023			009221		41.23
0108	ODP BUSINESS SOLUTIONS, LLC	R	4/24/2023			009246		144.09
			*** VENDOR TOTALS ***			2 CHECKS		185.32

VENDOR SET: 01 City of Bruceville-Eddy

BANK: 50AP WATER SUPPLY

DATE RANGE: 4/01/2023 THRU 4/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	CITY OF B-E WATER SUPPLY	R	4/12/2023			009227		58.59
			*** VENDOR TOTALS ***			1 CHECKS		58.59
0332	SHELL ENERGY SOLUTIONS	R	4/18/2023			009242		4,655.64
			*** VENDOR TOTALS ***			1 CHECKS		4,655.64
0150	SOUTHERN TRINITY GROUNDWATER	R	4/12/2023			009234		165.27
			*** VENDOR TOTALS ***			1 CHECKS		165.27
0185	TML INTERGOVERNMENTAL RISK POO	R	4/12/2023			009235		1,730.54
			*** VENDOR TOTALS ***			1 CHECKS		1,730.54
0129	TYLER TECHNOLOGIES, INC	R	4/04/2023			009222		864.00
			*** VENDOR TOTALS ***			1 CHECKS		864.00
0143	UNITED STATES POSTAL SERVICE	R	4/27/2023			009248		888.96
			*** VENDOR TOTALS ***			1 CHECKS		888.96
0112	VERIZON WIRELESS	R	4/18/2023			009243		198.71
			*** VENDOR TOTALS ***			1 CHECKS		198.71
0127	WASTE CONNECTIONS LONE STAR, I	R	4/04/2023			009223		12,151.52
			*** VENDOR TOTALS ***			1 CHECKS		12,151.52
0164	YOUNGBLOOD AUTOMOTIVE & TIRE	R	4/12/2023			009236		174.35
0164	YOUNGBLOOD AUTOMOTIVE & TIRE	R	4/27/2023			009249		79.25
			*** VENDOR TOTALS ***			2 CHECKS		253.60

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	35	65,382.64	0.00	65,382.64
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	7	12,255.50	0.00	12,255.50
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: 50AP TOTALS:	42	77,638.14	0.00	77,638.14
BANK: 50AP TOTALS:	42	77,638.14	0.00	77,638.14

VENDOR SET: 01 City of Bruceville-Eddy
BANK: 50SD SECURITY DEPOSIT
DATE RANGE: 4/01/2023 THRU 4/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	AVILA, ALVARO	R	4/24/2023			001741		165.70
1	DULANEY, MACKENZIE	R	4/24/2023			001742		249.81
1	NEWBERN, JACOB	R	4/27/2023			001743		143.65
*** VENDOR TOTALS ***						3 CHECKS		559.16

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	3	559.16	0.00	559.16
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: 50SD TOTALS:	3	559.16	0.00	559.16
BANK: 50SD TOTALS:	3	559.16	0.00	559.16
REPORT TOTALS:	89	161,080.78	0.00	161,080.78



One American Center
600 Congress
Suite 1900
Austin, TX 78701

May 4, 2023

P.O. Box 1149
Austin, TX 78767

VIA EMAIL randy.riggs@mcclennan.tx.us AND REGULAR MAIL

p: 512.744.9300
f: 512.744.9399
www.dwmrlaw.com

McLennan County Tax Assessor/Collector
Attn. Randy Riggs
215 N. 5th St., Records Bldg.
Waco, Texas 76701-1372

RE: Oncor Electric Delivery Company LLC – Request for Waiver of Penalty and Interest

Dear Mr. Riggs:

We have been engaged to represent Oncor Electric Delivery Company LLC and to file this Request for Waiver of Penalty and Interest pursuant to Texas Tax Code section 33.011(j).

As you know, Section 33.011 sets forth certain limited circumstances in which taxing units are authorized to waive penalty and interest. Subsection (j) expressly provides that a taxing unit may waive penalty and interest “if the taxpayer submits evidence sufficient to show that the taxpayer delivered payment for the tax before the delinquency date to . . . the United States Postal Service for delivery by mail, but an act or omission of the postal service resulted in the taxpayer's payment being postmarked after the delinquency date.” That is precisely what happened in this case.

Attached is the Affidavit of Matthew Aelvoet detailing how he delivered to the U.S. Postal Service the package containing the tax payment to the McLennan County Tax Assessor/Collector on January 31, 2023 for taxes due to the various taxing units it represents. Due to the severe inclement weather in Dallas on that and subsequent days, post office operations were interrupted. As a result, Oncor's package containing McLennan County's tax payment was not postmarked on January 31, 2023.

Mr. Aelvoet's Affidavit is corroborated by the attached copies of a contemporaneous text exchange between Mr. Aelvoet and his supervisor, Mark Ramirez, and a contemporaneous email between Mr. Ramirez and his supervisor, Bonnie Clutter, regarding Mr. Aelvoet's success in delivering the tax payments to the Postal Service.

While we realize that our evidence is circumstantial, Section 33.011(j) appears to contemplate proof by circumstantial evidence. The Postal Service failed to timely postmark our tax payment to McLennan County that was delivered to them by Mr.

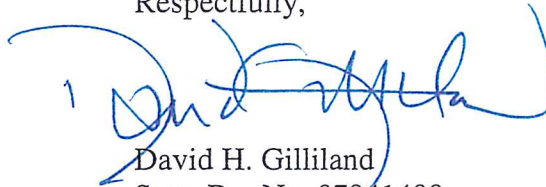
May 4, 2023

Page 2

Aelvoet. Oncor only became aware of that after the fact. Although Mr. Aelvoet was told by the Postal Service employee that the tax payment package to McLennan County would be postmarked on January 31, 2023, it was not. We do not know why. We do know, and believe that we have demonstrated with the attached support, that the package was timely delivered to the Postal Service.

Oncor respectfully requests that all penalty and interest be waived. If you have questions, please do not hesitate to ask. If there is someone with Oncor you wish to question, we can make that happen. Oncor will respect and abide by whatever decision you make.

Respectfully,



David H. Gilliland
State Bar No. 07941400
P. O. Box 1149
Austin, Texas 78767-1149
dgilliland@dwmrlaw.com

List of Taxing Units

McLennan County	Axtell ISD	Bosqueville ISD
Bruceville-Eddy ISD	China Spring ISD	Connally ISD
Crawford ISD	Gholson ISD	Hallsburg ISD
La Vega ISD	Lorena ISD	Mart ISD
McGregor ISD	Midway CISD	Moody ISD
Oglesby ISD	Riesel ISD	Robinson ISD
Waco ISD	West ISD	City of Bellmead
City of Beverly Hills	City of Bruceville-Eddy	City of Gholson
City of Golinda	City of Hallsburg	City of Hewitt
City of Lacy Lakeview	City of Leroy	City of Lorena
City of Mart	City of McGregor	City of Moody
City of Riesel	City of Robinson	City of Waco
City of West	City of Woodway	Castleman Creek Watershed
Elm Creek Watershed	McLennan Comm. Coll.	Tehuacana WCIT No 1

January 31, 2023 Text Exchange between Mr. Aelvoet and Mr. Ramirez



Mark Ramirez



are being paid this week. THANKS!

Tuesday, Jan 31 • 12:03 PM

If you do decide to walk to post office you can get in tunnel at Fairmont Hotel. Once you get in the tunnel, take a left to go thru glass doors past elevators, then take another left in tunnel. Keep going until you get to escalators. Take escalators up to Ross Tower. Post office is a block away from Ross Tower.

Thx

Tuesday, Jan 31 • 2:28 PM

Mission complete

GREAT!!! Thanks Matt! Really appreciate you going in to the office today. Be safe on way home.

Did you spend the night at hotel?

No, I got up at 6, wasn't bad outside then

January 31, 2023 Email Exchange between Mr. Ramirez and Ms. Clutter

David Gilliland

From: Ramirez, Mark <Mark.Ramirez@oncor.com>
Sent: Thursday, April 27, 2023 3:42 PM
To: David Gilliland
Subject: FW: Update on property taxes

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

David,

This is the e-mail I sent to Bonnie letting her know that Matt was able to get to the post office and mail the checks.

Thanks,

From: Ramirez, Mark
Sent: Tuesday, January 31, 2023 2:37 PM
To: Clutter, Bonnie <Bonnie.Clutter@oncor.com>
Subject: RE: Update on property taxes

Matt just sent me text saying "mission accomplished" He did not stay at hotel last night. He said he left home at 5 a.m. this morning. He said roads weren't bad then.

From: Clutter, Bonnie
Sent: Tuesday, January 31, 2023 1:31 PM
To: Ramirez, Mark <Mark.Ramirez@oncor.com>
Subject: RE: Update on property taxes

Thanks for update. Did he stay at the Fairmont last night?

From: Ramirez, Mark
Sent: Tuesday, January 31, 2023 1:27 PM
To: Clutter, Bonnie <Bonnie.Clutter@oncor.com>
Subject: Update on property taxes

The post office on Ervay is open until 5 so Matt is going to try to go mail the checks there, although when I talked to him before lunch he was still working on putting checks and statements together. A little frustrating, but we can talk about that later. I had also talked to Suzi and she said that surely the various CADs would allow us to be late because of the weather

Mark Ramirez | Tax Accounting | Oncor Electric Delivery | 1616 Woodall Rogers | Dallas, TX 75202
 214-466-4539 | mark.ramirez@oncor.com

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Affidavit of Matthew Aelvoet with Exhibits

State of Texas §
 §
County of Dallas §

Affidavit of Matthew Aelvoet

Before me, the undersigned Notary Public, on this day personally appeared Matthew Aelvoet, the affiant, a person whose identity is known to me. After I administered an oath to affiant, he testified as follows:

1. My name is Matthew Aelvoet. I am over 21 years of age, and I am fully competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

2. I am the Senior Accountant for Oncor Electric Delivery Company LLC (“Oncor”) and have held that position since March 28, 2022.

3. One of my job responsibilities is to process and pay Texas property taxes for Oncor. In furtherance of that duty, I directed the preparation of a check payable to the McLennan County Tax Assessor/Collector for all of the taxes owed to the various taxing units in McLennan County. I also prepared a package addressed to the McLennan County Tax Assessor Collector for certified mail delivery. A copy of the address label for that package is attached as Exhibit A. It reflects that I placed postage on the package using Oncor’s postage meter on January 31, 2023.

4. Because of severe weather conditions on January 31, 2023, I attempted to call the main Dallas United States Post Office to determine if it was open. I got a recording saying that all post office outlets were closed due to the winter storm. Additional efforts were made to contact local post office outlets, and we were successful in reaching the main downtown post office location at 400 N. Ervay St., Dallas, TX 75201 and found that it was open. I took the McLennan County payment package, along with hundreds of others, to the post office on foot. The photographs attached as Exhibit B show the packages that I took to the post office on foot that day in the snow.

5. The Ervay St. outlet was manned by a single postal worker on January 31, 2023. The postal employee refused to provide me with any proof that I delivered the packages/envelopes to the U.S. Postal Service on January 31, 2023. The postal employee stated that because the outlet was not equipped with a scanner to read

certified mail bar codes from the Oncor postage meter he was not authorized to provide a receipt to me that I delivered the package addressed to McLennan County, or any of the other packages processed through our postage meter system, showing delivery to the post office on January 31, 2023. He stated that the packages would be transferred that day to the main post office where they would be date-stamped as of January 31, 2023, scanned into their certified mail tracking system, and then enter their system for delivery. Unfortunately, we know that nothing left the Ervay St. outlet until February 3. The letter from the Postal Service attached as Exhibit C confirms that outgoing mail "did not go out due to severe inclement weather during January 31-Feb 2, 2023." Despite our repeated requests, the Postal Service has been unable to provide any information as to why our package addressed to McLennan County was not delivered for several weeks.

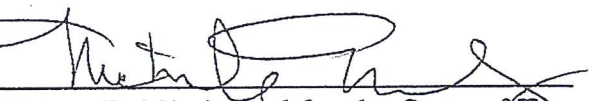
6. Because I did not have a package large enough for the mailing to Tarrant County, I had to purchase a package and postage for that mailing at the post office that day. Exhibit D is a photocopy of the Certified Mail Receipt and the receipt documenting my purchase. It is dated January 31, 2023 and is objective proof that I was physically in that post office outlet, as I have stated, mailing Oncor's tax payments.

Further Affiant Sayeth Not.


Matthew Aelvoet

SUBSCRIBED AND SWORN TO BEFORE ME on May 3, 2023,
2023, to certify which witness my hand and official seal.




Notary Public in and for the State of Texas

Affidavit of Matthew Aelvoet Exhibit A

FOLD OVER TOP OF ENVELOPE



FOLD OVER TOP OF ENVELOPE

Oncor Electric Delivery Company
1616 WOODALL RODGERS FWY
ATTN STATE & LOCAL TAX
DALLAS TX 75202-1234

\$6.61 US POSTAGE
FIRST-CLASS
Jan 31 2023
Mailed from ZIP 75202
6 OZ FIRST-CLASS MAIL FLATS RATE
ZONE 2
11923275



062S0012913542

USPS CERTIFIED MAIL



9407 1118 9876 5837 7343 52

MCLENNAN COUNTY TAX OFFICE
PO BOX 406
WACO TX 76703-0406



Affidavit of Matthew Aelvoet Exhibit B

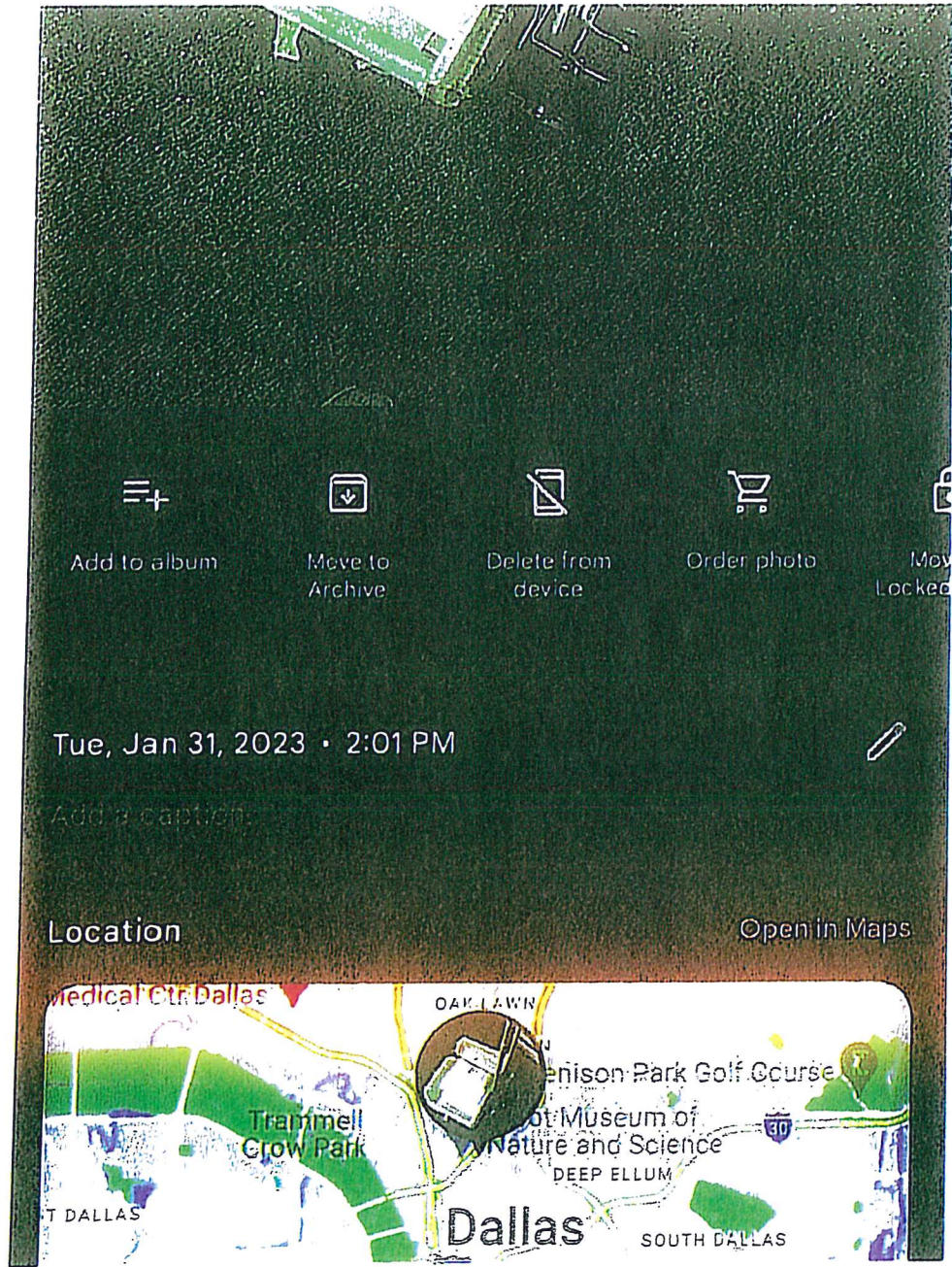


Exhibit B




Affidavit of Matthew Aelvoet Exhibit C

Date: 2/24/2023

MEMORANDUM FOR: To whom it may concern,

This is a letter to confirm that outgoing mail at Downtown Station (400 N Ervay, Dls, 75201) did not go out due to severe inclement weather during Jan 31- Feb 2, 2023. We apologize for any inconvenience this may have caused; however this is the decision that was made. If you have any questions please feel free to contact us at the information below.



To your success,

Morris Fields
Delivery Supervisor
214-468-8270
Morris.e.fields@usps.gov

Affidavit of Matthew Aelvoet Exhibit D

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

4420 6904 1000 0222 1201

Extra Services & Fees (check box, or write in appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

Postmark Here

Total Postage and Fees

Sent to Wendy Burgess The Assessor
 Street and Apt. No. or PO Box No. 100 E Weatherford St.
 City, State, ZIP+4® Ft Worth TX 76196

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

[Handwritten notes and signatures]

Set of Certified Mail®
 Tracking # _____
 Total _____
 Grant Total _____
 Delivered Unit _____
 Account # ATSA _____
 Account # XXXXXXXXXX0330
 Approval # 013500
 Transaction # 067
 Delivered Unit _____
 Delivered Unit _____
 Delivered Unit _____
 P.N. Verified

and Data rates may apply. You may also
 visit www.usps.com USPS Tracking or call
 1-800-222-1811

Save this receipt as evidence of
 insurance. For information on filing an
 insurance claim go to
<https://www.usps.com/help/claims.htm>
 or call 1-800-222-1811

Preview your Mail
 Track your Packages
 Sign up for FREE @
<https://informedelivery.usps.com>

All sales final on stamps and postage
 Refunds for guaranteed services only
 Thank you for your business

Tell us about your experience
 Go to: <https://postalexperience.com/Pos>
 or scan this code with your mobile device.

Wells Fargo Way2Save[®] Checking

February 15, 2023 Page 1 of 8



E

MATTHEW A AELVOET
3451 NORMANDY AVE
DALLAS TX 75205-2213

Questions?

Available by phone 24 hours a day, 7 days a week:

We accept all relay calls, including 711

1-800-TO-WELLS (1-800-669-3557)

En español: 1-877-727-2932

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (808)

P.O. Box 6995

Portland, OR 97228-6995

You and Wells Fargo

Thank you for being a loyal Wells Fargo customer. We value your trust in our company and look forward to continuing to serve you with your financial needs.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com or call the number above if you have questions or if you would like to add new services.

Online Banking	<input checked="" type="checkbox"/>	Direct Deposit	<input type="checkbox"/>
Online Bill Pay	<input checked="" type="checkbox"/>	Auto Transfer/Payment	<input type="checkbox"/>
Online Statements	<input checked="" type="checkbox"/>	Overdraft Protection	<input type="checkbox"/>
Mobile Banking	<input checked="" type="checkbox"/>	Debit Card	<input type="checkbox"/>
My Spending Report	<input checked="" type="checkbox"/>	Overdraft Service	<input type="checkbox"/>

Statement period activity summary

Beginning balance on 1/19

Deposits/Additions

Withdrawals/Subtractions

Ending balance on 2/15

Account number:

MATTHEW A AELVOET

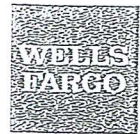
Texas/Arkansas account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 111900659

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.



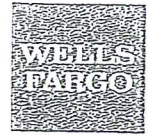
Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
1/19		Recurring Payment authorized on 01/17 Starbucks 800-782-800-782-7282 WA S463017517506235 Card 6966			
1/19		Purchase authorized on 01/17 Jakes Gameday Wain Dallas TX S303018020391099 Card 5330			
1/19		Purchase authorized on 01/18 Amzn Mktp US*Pp6MS Amzn.Com/Bill WA S583018733748625 Card 6966			
1/19		Purchase authorized on 01/19 7-Eleven Dallas TX P00D000183370742 Card 5330			
1/19		Purchase authorized on 01/19 Venmo* VISA Direct NY S463019768537052 Card 6966			
1/19		Purchase authorized on 01/19 7-Eleven University PA TX P00000979755718 Card 5330			
1/19		Save As You Go Transfer Debit to XXXXXXXXXXX1691			
1/20		Recurring Payment authorized on 01/18 Starbucks 800-782-800-782-7282 WA S583018516677285 Card 6966			
1/20		Purchase authorized on 01/18 Tom Thumb #1973 Dallas TX S583018545536604 Card 6966			
1/20		Recurring Payment authorized on 01/19 Up Utility 214-8875321 TX S583019532944746 Card 6966			
1/20		Purchase authorized on 01/19 Medical City Dalla Dallas TX S583019660826435 Card 6966			
1/20		Purchase authorized on 01/19 Cvs/Pharmacy #0764 Dallas TX S463D19803468988 Card 6966			
1/20		Purchase authorized on 01/19 Cvs/Pharmacy #0764 Dallas TX S463D19806344001 Card 6966			
1/20		Purchase authorized on 01/19 Prime Video*310Qq0 888-802-3080 WA S303019818891018 Card 6966			
1/20		Purchase authorized on 01/19 Apple.Com/Bill 866-712-7753 CA S38302004457218 Card 6966			
1/20		Recurring Payment authorized on 01/19 Apple.Com/Bill 866-712-7753 CA S303020012497913 Card 6966			
1/20		Purchase authorized on 01/20 Venmo* VISA Direct NY S303D20853961517 Card 6966			
1/20		Save As You Go Transfer Debit to XXXXXXXXXXX1691			
1/23		Recurring Payment authorized on 01/19 Starbucks 800-782-800-782-7282 WA S303D19506569078 Card 6966			
1/23		Recurring Payment authorized on 01/19 Apple.Com/Bill 408-974-1010 CA S463020012630438 Card 6966			
1/23		Recurring Payment authorized on 01/20 Starbucks 800-782-800-782-7282 WA S303020517094560 Card 6966			
1/23		Purchase authorized on 01/20 Aria Nail Bar Dallas TX S303020702474230 Card 6966			
1/23		Purchase authorized on 01/20 Tst* Yumilicious - Dallas TX S383020749112057 Card 6966			
1/23		Purchase authorized on 01/20 Yonkers Pizza Comp Dallas TX S583020851414173 Card 5330			
1/23		Purchase authorized on 01/20 Amazon.Com*849Fw5C Amzn.Com/Bill WA S383021133984538 Card 6966			
1/23		Purchase authorized on 01/20 Amazon Digit*3H1GL 888-802-3080 WA S303021138354435 Card 6966			
1/23		Recurring Payment authorized on 01/21 Starbucks 800-782-800-782-7282 WA S383021533857337 Card 6966			
1/23		Purchase authorized on 01/21 Racetrac498 Dallas TX P463D21783610143 Card 5330			
1/23		Purchase authorized on 01/21 Babybliss Dallas TX S463D21834430842 Card 6966			
1/23		Recurring Payment authorized on 01/22 Apple.Com/Bill 866-712-7753 CA S303022356698482 Card 6966			



Transaction history (continued)

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
1/23		Purchase authorized on 01/22 The Home Depot #0589 Dallas TX P000000485365378 Card 6966			
1/23		Purchase authorized on 01/22 Target 0000 Dallas TX S463022628302633 Card 6966			
1/23		Purchase authorized on 01/22 Amzn Mktg US*L173L Amzn.Com/Bill WA S303023093973714 Card 6966			
1/23		Save As You Go Transfer Debit to XXXXXXXXXXX1691			
1/24		Recurring Payment authorized on 01/22 Starbucks 800-782-800-782-7282 WA S383022638723752 Card 6966			
1/24		Purchase authorized on 01/22 Tom Thumb #1973 Dallas TX S463022569059186 Card 6966			
1/24		Purchase authorized on 01/22 Amazon.Com*5W1Lc5C Amzn.Com/Bill WA S463022663087695 Card 6966			
1/24		Purchase authorized on 01/22 Toppoli Dallas 005 Dallas TX S583022704580643 Card 5330			
1/24		Purchase authorized on 01/22 Toppoli Dallas 005 Dallas TX S383022731085457 Card 5330			
1/24		Purchase authorized on 01/22 Tesi* Bad Chicken Dallas TX S303022819142937 Card 5330			
1/24		Recurring Payment authorized on 01/23 Apple.Com/Bill 866-712-7753 CA S463023504180090 Card 6966			
1/24		Save As You Go Transfer Debit to XXXXXXXXXXX1691			
1/25		Recurring Payment authorized on 01/23 Starbucks 800-782-800-782-7282 WA S583023516479007 Card 6966			
1/25		Purchase authorized on 01/24 Amazon.Com*520x26N Amzn.Com/Bill WA S303024525917408 Card 6966			
1/25		Purchase authorized on 01/24 Think Energy Ecom Https://WWW.F TX S303024575338243 Card 5330			
1/25		Purchase authorized on 01/24 Apple.Com/Bill 866-712-7753 CA S303024822192711 Card 3520			
1/25		Purchase authorized on 01/24 Sp Happiest Baby Httphappiest CA S303024848225360 Card 3520			
1/25		Purchase authorized on 01/25 7-Eleven University PA TX P000000780799363 Card 5330			
1/25		Save As You Go Transfer Debit to XXXXXXXXXXX1691			
1/26		Recurring Payment authorized on 01/24 Starbucks 800-782-800-782-7282 WA S303024520014902 Card 6966			
1/27		Purchase authorized on 01/25 Starbucks Store 69 Dallas TX S383025522622747 Card 3520			
1/27		Recurring Payment authorized on 01/26 Apple.Com/Bill 866-712-7753 CA S463026375779534 Card 3520			
1/27		Recurring Payment authorized on 01/26 Apple.Com/Bill 866-712-7753 CA S303026441560163 Card 3520			
1/27		Online Transfer to Aelvoet M Custom Management(Rm) xxxxxx9639 Ref #fb0Hk55m3F on 01/27/23			
1/27		Purchase with Cash Back \$ 5.00 authorized on 01/27 7-Eleven University PA TX P000000786519522 Card 5330			
1/27		Save As You Go Transfer Debit to XXXXXXXXXXX1691			
1/30		Recurring Payment authorized on 01/26 Starbucks 800-782-800-782-7282 WA S303026525100701 Card 3520			
1/30		Purchase authorized on 01/26 Burger House Hillc 214-3610370 TX S463027013614353 Card 5330			
1/30		Purchase authorized on 01/28 Children's Aquariu Dallas TX S303028665430941 Card 3520			
1/30		Purchase authorized on 01/28 Zll*Zooceanarium G Dallas TX S383028711683758 Card 3520			
1/30		Purchase authorized on 01/28 Chick-Fil-A #02256 Dallas TX S303028727747107 Card 3520			
1/30		Purchase authorized on 01/28 The Original Chops Dallas TX S46302873339062 Card 3520			
1/30		Purchase authorized on 01/28 Sq *Baldos ice Cre Dallas TX S583028750060644 Card 3520			



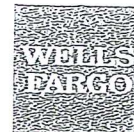
Transaction history (continued)

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
1/30		Purchase authorized on 01/28 Uber Eats Help.Uber.Com CA S583029009113607 Card 3520			
1/30		Purchase authorized on 01/29 Target 0003 Dallas TX S383029716119793 Card 3520			
1/30		Purchase authorized on 01/29 Cvs/Pharmacy #0498 Dallas TX S383029726440251 Card 3520			
1/30		Purchase authorized on 01/29 Tom Thumb #1973 Dallas TX P303029607224826 Card 5330			
1/30		Save As You Go Transfer Debit to XXXXXXXXXXXX1691			
1/31		Purchase authorized on 01/29 Tom Thumb #1973 Dallas TX S583029611560483 Card 3520			
1/31		Purchase authorized on 01/30 Ymca Dallas Draft 214-880-9622 TX S303030560679869 Card 3520			
1/31		Purchase authorized on 01/31 USPS PD 48220802 400 N Er Dallas TX P303031735011421 Card 5330		19.80	
1/31		Save As You Go Transfer Debit to XXXXXXXXXXXX1691			
2/1		Online Transfer From Aelvoet M Custom Management(Rm) xxxxxx9639 Ref #1b0Hlmgfkd on 02/01/23			
2/1		Online Transfer From Luedtke E Everyday Checking xxxxxx4978 Ref #1b0Hlhnk5Y on 02/01/23			
2/1		Purchase authorized on 01/30 Starbucks Store 69 Dallas TX S463030593303120 Card 3520			
2/1		Purchase authorized on 01/30 Tom Thumb #1973 Dallas TX S583030544661752 Card 3520			
2/1		Purchase authorized on 02/01 7-Eleven University PA TX P00000283280946 Card 5330			
2/1		State Farm Ro 27 Sfpp 08 S 1357882308 Matthew Aelvoet			
2/1		Save As You Go Transfer Debit to XXXXXXXXXXXX1691			
2/2		Recurring Payment authorized on 02/01 Sxm*Siriusxm.Com/A 888-635-5144 NY S583032606089405 Card 5330			
2/2		Purchase authorized on 02/01 Etsy.Com - Mliadi 718-8557955 NY S583032514118933 Card 3520			
2/2		Purchase authorized on 02/01 Apple.Com/Bill 666-712-7753 CA S463033085086094 Card 3520			
2/2		Purchase authorized on 02/02 Tom Thumb #1973 Dallas TX P303033780593287 Card 5330			
2/2		Northway Christi 2143691423 230201 xxxxxx8959 Matt Aelvoet			
2/2		Save As You Go Transfer Debit to XXXXXXXXXXXX1691			
2/3		Recurring Payment authorized on 02/02 Energy Ogre Httpswww.Ener TX S463033420338826 Card 5330			
2/3		Recurring Payment authorized on 02/02 Uber Pass Help.Uber.Com CA S383033600487997 Card 3520			
2/3		Purchase authorized on 02/02 New York Sub Dallas TX S303033614120755 Card 5330			
2/3		Purchase authorized on 02/02 New York Sub Dallas TX S303033626358124 Card 5330			
2/3		Purchase authorized on 02/02 Ipsy Add Ons 888-769-4526 CA S303034097765335 Card 3520			
2/3		Purchase authorized on 02/03 7-Eleven Dallas TX P000000470825085 Card 5330			
2/3		Save As You Go Transfer Debit to XXXXXXXXXXXX1691			
2/6		Online Transfer From Luedtke E Way2Seve Savings xxxxxx1691 Ref #1b0Hmwc5Ym on 02/06/23			
2/6		Purchase authorized on 02/03 Babybliss Dallas TX S583034696581809 Card 3520			
2/6		Purchase authorized on 02/03 Italia Express Ced Dallas TX S583034853701845 Card 3520			
2/6		Purchase authorized on 02/04 DD Doordash Juicel 855-973-1040 CA S38303554453989 Card 3520		18.43	
2/6		Purchase authorized on 02/04 Chips Old Fashione Dallas TX S383035647468426 Card 5330		67.89	



Transaction history (continued)

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
2/6		Purchase authorized on 02/04 Tom Thumb #1973 Dallas TX P463035754560444 Card 5330			
2/6		Purchase authorized on 02/04 Tst' Yumilicious - Dallas TX S583035775884683 Card 3520			
2/6		Purchase authorized on 02/04 Sp The Toy Store 146-97595771 TX S583035800593042 Card 3520			
2/6		Purchase authorized on 02/04 Dear Hannah Dallas TX S303035812910166 Card 3520			
2/6		Purchase authorized on 02/04 Banditos Tex Mex 214-6361228 TX S463036019633752 Card 5330			
2/6		Purchase authorized on 02/05 Tom Thumb #1973 Dallas TX P583036803721267 Card 5330			
2/6		Citizens Mfg Pmt 020323 0018985358 Aelvoet			
2/6		Save As You Go Transfer Debit to XXXXXXXXXXXX1691			
2/7		Purchase authorized on 02/05 Tom Thumb #1973 Dallas TX S583036541247644 Card 3520			
2/7		Purchase authorized on 02/06 Medical City Dalla Dallas TX S383037615163253 Card 3520			
2/7		Recurring Payment authorized on 02/06 Google *Vito 855-836-3987 CA S583038065328022 Card 5330			
2/7		Recurring Payment authorized on 02/06 Google *Vito 855-836-3987 CA S463038114072386 Card 5330			
2/7		Save As You Go Transfer Debit to XXXXXXXXXXXX1691			
2/8		Purchase authorized on 02/08 Love's #719 Troy TX P383039484357209 Card 5330			
2/8		Non-WF ATM Withdrawal authorized on 02/08 6501 Hillcrest Ave Dallas TX 383039578939835 ATM ID Px3675 Card 3520			
2/8		Non-Wells Fargo ATM Transaction Fee			
2/8		Cash eWithdrawal in Branch/Store 02/08/2023 08:31 Am 4150 Mockingbird Ln Dallas TX 3520			
2/8		Purchase authorized on 02/08 Shell Service Station Red Oak TX P583039649099150 Card 5330			
2/8		Save As You Go Transfer Debit to XXXXXXXXXXXX1691			
2/8		Purchase authorized on 02/08 Sq *Galaxy Cafe Austin TX S583039628507273 Card 5330			
2/9		Purchase authorized on 02/08 Sq *Jd's Chippery Dallas TX S463039724673872 Card 3520			
2/9		Purchase authorized on 02/08 Sq *Jd's Chippery Dallas TX S383039725634655 Card 3520			
2/9		Save As You Go Transfer Debit to XXXXXXXXXXXX1691			
2/13		Online Transfer From Aelvoet M Custom Management(Rm) xxxxxx9639 Ref #Ib0Hp79M8J on 02/11/23			
2/13		Online Transfer From Aelvoet M Custom Management(Rm) xxxxxx9639 Ref #Ib0Hpmxxhr on 02/13/23			
2/13		Purchase authorized on 02/09 Uber Eats Help.Uber.Com CA S303040860862873 Card 3520			
2/13		Recurring Payment authorized on 02/11 Cvs Carepass 800-746-7287 RI S303042364913909 Card 5330			
2/13		Purchase authorized on 02/11 Tom Thumb #1973 Dallas TX P303042616285319 Card 5330			
2/13		Purchase authorized on 02/11 Tom Thumb #1973 Dallas TX P303042757843185 Card 5330			
2/13		Purchase authorized on 02/12 Tom Thumb #1973 Dallas TX P463043613677843 Card 5330			
2/13	399	Check			
2/13		Save As You Go Transfer Debit to XXXXXXXXXXXX1691			
2/14		Non-WF ATM Transaction Fee Reversal			
2/14		Provisional Credit - ATM Claim 70208230166			
2/14		Online Transfer From Aelvoet M Custom Management(Rm) xxxxxx9639 Ref #Ib0Hpvqj62 on 02/14/23			
2/14		Purchase authorized on 02/13 Medical City Dalla Dallas TX S463044633696563 Card 3520			



Transaction history (continued)

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
2/14		Purchase authorized on 02/13 Sp Babybliss 146-92325420 TX S303044707137690 Card 3520			
2/14		Purchase authorized on 02/13 Fsp*Luke's Locker Dallas TX S583044773723423 Card 3520			
2/14		Purchase authorized on 02/14 Central Market #552 Dallas TX P303045731252890 Card 5330			
2/14		Purchase authorized on 02/14 Sunoco 80023259 Dallas TX P000000987179622 Card 3520			
2/14		Purchase authorized on 02/14 Venmo* VISA Direct NY S383045832551210 Card 3520			
2/14		Save As You Go Transfer Debit to XXXXXXXXXXX1691			
2/15		Online Transfer From Luedtke E Everyday Checking xxxxxx4978 Ref #fb0H69Vic on 02/15/23			
2/15		Purchase authorized on 02/13 Dear Hannah Dallas TX S453044722828985 Card 3520			
2/15		Recurring Payment authorized on 02/13 Iphone Citiz*Pmt 2 888-2016306 CT S583045208278886 Card 3520			
2/15		Atmos Energy Rcr Util Pymt 004034753578 Erika Aelvoet			
2/15		Usbank Loan Payment 230214 000000515160238 Nie*Sph*Acct 00515160238 Effective 02/1			
2/15		Save As You Go Transfer Debit to XXXXXXXXXXX1691			
Ending balance on 2/15					
Totals					

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of checks written (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount
399	2/13	60.00

Monthly service fee summary

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to wells Fargo.com/feesfaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 01/19/2023 - 02/15/2023	Standard monthly service fee \$12.00	You paid \$0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
<ul style="list-style-type: none"> Minimum daily balance Total amount of qualifying direct deposits 		

IMPORTANT ACCOUNT INFORMATION:

Effective with the fee periods beginning on or after April 24, 2023, the option to avoid the monthly service fee using "qualifying direct deposit" will be enhanced to "qualifying electronic deposit".



Qualifying Electronic Deposit: A qualifying electronic deposit is a deposit of funds, such as your salary, government benefit payment, or other income, that has posted to your account and is (1) a direct deposit made through the Automated Clearing House (ACH) network, (2) an instant payment processed through the RTP[®] network (real-time payment system) or FedNow SM Service, or (3) an electronic credit from a third party service that facilitates payments to your debit card using the Visa[®] or Mastercard[®] network (e.g. an Original Credit Transaction). Transfers from one account to another, mobile deposits, Zelle[®], or deposits made at a branch or ATM are not considered a qualifying electronic deposit.



IMPORTANT ACCOUNT INFORMATION

NEW YORK CITY CUSTOMERS ONLY -- Pursuant to New York City regulations, we request that you contact us at 1-800-TO WELLS (1-800-869-3557) to share your language preference.

Can we reach you when it's really important?

Don't miss suspicious-activity alerts and critical account information. Please make sure your contact information is current by:

- Signing on to wellsfargo.com or the Wells Fargo Mobile[®] app and navigating to the Update Contact Information page via My Profile
 - Contacting the phone number at the top of your statement
 - Visiting a branch
-

The new year is a great time to make sure your security settings are up to date. Take a few minutes now to update your passwords, ensure we have your current contact information (mobile phone number, email), set up account alerts, and enable biometric sign on for the Wells Fargo Mobile[®] app. Learn more at www.wellsfargo.com/securitytools.

Other Wells Fargo Benefits

Help take control of your finances with a Wells Fargo personal loan.

Whether it's managing debt, making a large purchase, improving your home, or paying for unexpected expenses, a personal loan may be able to help. See *personalized rates and payments in minutes with no impact to your credit score.*

Get started at wellsfargo.com/personalloan.



Worksheet to balance your account

Follow the steps below to reconcile your statement balance with your account register balance. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.

A Enter the ending balance on this statement. \$ _____

B List outstanding deposits and other credits to your account that do not appear on this statement. Enter the total in the column to the right.

Description	Amount
Total \$	_____

+ \$ _____

C Add **A** and **B** to calculate the subtotal. = \$ _____

D List outstanding checks, withdrawals, and other debits to your account that do not appear on this statement. Enter the total in the column to the right.

Number/Description	Amount
Total \$	_____

- \$ _____

E Subtract **D** from **C** to calculate the adjusted ending balance. This amount should be the same as the current balance shown in your register. = \$ _____

Important Information You Should Know

To dispute or report inaccuracies in information we have furnished to a Consumer Reporting Agency about your accounts:
 Wells Fargo Bank, N.A. may furnish information about deposit accounts to consumer reporting agencies. You have the right to dispute the accuracy of information that we have furnished to a consumer reporting agency by writing to us at Overdraft Collection and Recovery, P.O. Box 5058, Portland, OR 97208-5058. Please describe the specific information that is inaccurate or in dispute and the basis for the dispute along with supporting documentation. If you believe the information furnished is the result of identity theft, please provide us with an identity theft report.

If your account has a negative balance:
 Please note that an account overdraft that is not resolved 60 days from the date the account first became overdrawn will result in closure and charge off of your account. In this event, it is important that you make arrangements to redirect recurring deposits and payments to another account. The closure will be reported to Early Warning Services. We reserve the right to close and/or charge-off your account at an earlier date, as permitted by law. The laws of some states require us to inform you that this communication is an attempt to collect a debt and that any information obtained will be used for that purpose.

In case of errors or questions about your electronic transfers:
 Telephone us at the number printed on the front of this statement or write us at Wells Fargo Bank, P.O. Box 6995, Portland, OR 97228-6995 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

In case of errors or questions about other transactions (that are not electronic transfers):
 Promptly review your account statement within 30 days after we made it available to you, and notify us of any errors.



Agenda Item #13

May 15th , 2023

From: Linda Owens
720 W 3rd Street
Eddy, Texas 76524

Dear City Councilmembers,

I, Linda Owens, I'm requesting variances to the subdivision ordinance for on property I own and want to subdivide here in the city limits of Bruceville-Eddy. I have been a member of this community for over 20 years and feel it is important to follow the laws of our community. I believe that in this case, strict compliance with the rules will result in a financial hardship that will prevent me from moving forward with the plans I have.

I have made the necessary adjustments to my plat and only seek variance to the design of road and water connection that will serve the two lots I'm subdividing.

With these variances approved, I know the additional value these properties will bring to the city in property taxes and new residents will still be a great improvement from the field as it stands today. The road I'm looking to dedicate to the public's use is made of gravel road base like the highway department uses and is consistent with other roads in the area. The road was installed by local Chris Grusendorf and includes a 10" culvert for proper drainage. Since this street will be a branch from an existing dead end, it will be lightly traveled and should require little maintainance. The water installations will result in new customers being added to our system and the resulting increases in revenue to the city.


Linda Owens

Application for: *Check the appropriate box.*

- Preliminary/Final Plat
- Preliminary Plat
- Final Plat or Replat
- Amended Plat
- Vacating Plat
- Right-of-Way Dedication

For Office Use Only

Case No. _____
 Date Submitted 4-3-2023
 Amount Paid \$ 550.00
 By Pam

The following information to be supplied by the APPLICANT:

Name Linda Owens Company _____
 Address 720 W 3rd Street City Bruceville-Eddy State Texas Zip 76524
 Telephone (254) 541-5011 Fax _____ E-mail wacomortuary@gmail.com

Linda Owens
 Signature of Applicant

Linda Owens
 Print Name

The following information to be supplied by the AGENT, ENGINEER, or CONTACT PERSON (if different from applicant):

Name Hayden Heinzen Company Bowman Consulting
 Address 5054 Franklin Ave City Waco State TX Zip 76710
 Telephone (254) 776-1519 (ext. 7128) Fax _____ E-mail hheinzen@bowman.com

Hayden Heinzen
 Signature of Agent/Engineer/Contact

Hayden Heinzen
 Print Name

The following information to be supplied by the property OWNER(S). Attach additional sheets if necessary.

Name Linda Owens Company _____
 Address 720 W 3rd Street City Bruceville-Eddy State Texas Zip 76524
 Telephone (254) 541-5011 Fax _____ E-mail wacomortuary@gmail.com

In lieu of representing this application myself as owner of the subject property, I hereby designate _____ to act in the capacity of my agent for submittal, processing, representation and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am legally authorized to sign this application on behalf of the owner of the property, and to designate the applicant and the agent to represent the owner in this application.

I understand that it is necessary for me or my authorized agent to be present at both the Planning and Zoning Commission public hearing and at the City Council public hearing if council action is necessary.

Linda Owens
 Signature of Property Owner/Authorized Representative

Linda Owens
 Print Name

Location of Request (address if applicable) _____
 Area of Request (acres or sq. ft.) 5.91 acres
 Proposed Subdivision Name Owens Addition
 Survey Name Levi Prewitt Survey Abstract No. 723
 Existing Zoning _____ Pending Zoning (if Applicable) _____
 No. of Lots 2 No. of Dwelling Units _____

Proposed Development or Reason for Request _____
Please provide separate improvement survey if the property has existing improvements

Application Continued on Back



Planning and Community Development Department

143 Wilcox Drive. • Bruceville-Eddy, TX 76524 • 254.859.5964 • 254.859.5779 fax • www.Bruceville-Eddy.us

Application version 11/21/2019

Plat Application (continued)

Case #: _____
Proposed Plat Name: Owens Addition

Is this a replat of an existing subdivision, lot or portions of lots? Yes No
If yes, please provide the following:
Subdivision Name _____ Lot _____ Block _____
Date Filed with McLennan County _____

Was this property restricted by either zoning or deed restrictions to single-family or two-family residential use at any time during the preceding five (5) years? Yes No

Please initial each statement to acknowledge you have read and understand the following statements:

- LO I understand that, while the City of Bruceville-Eddy agrees to receive this plat application today, the application is not considered to be filed with the City unless and until all required documents and fees have been submitted, as noted at the bottom of this page.
- LO I understand that Section 212.009 of the Texas Local Government Code requires that the City of Bruceville-Eddy shall act upon a plat within thirty (30) days after the date the plat application is filed.
- LO I also understand that the City of Bruceville-Eddy Subdivision Rules and Regulations include detailed requirements for the form and content of a plat, including compliance with current zoning, and they include a requirement that engineering plans for civil improvements necessary to serve the subdivision (if any) must be approved by the city engineer before the staff, Bruceville-Eddy or City Council can approve the plat.
- LO I understand the requirements for a complete application, the requirements of the subdivision ordinance, and the potential process as provided in HB 3167 if the plat does not meet regulations.
- LO I understand that if my plat application is not complete or if revisions do not address deficiencies, City staff will present the plat to the Planning and Zoning Commission with a recommendation of Disapproval.

Linda O
Signature of Owner or Authorized Representative

4/3/2023
Date

For Office Use only

Submittal Documents (Required)
Required plat size is 18 inches by 24 inches for 1st page and all consecutive pages, and the plat and all supporting documents must be on original mylar sepia (plastic)(rolled), and
Must include the original signature and stamp seal of the surveyor, and
Must include the field notes of the survey, and
Must include the dedication of the subdivision by the owners (signatures must be followed by notary acknowledgment), and
Must be approval by the proper city and/or county authority, and
all stamp seals and signatures must be original, and blank areas of at least 3/4 inches high by 4-1/2 inches wide somewhere along the top of the plat, and at least 2-1/2 high by 4-1/2 inches wide somewhere along the bottom of the plat, are required for the placement of our recording information, and



CITY OF BRUCEVILLE-EDDY
VARIANCE REQUEST

General Zoning Change \$300.00 Conditional Use Permit \$500.00

Name(s) of Property Owner: Linda Owens

Current Address: 720 W. 3rd

City: Eddy State: TX Zip: 76524

Primary Phone: 254-541-5011 Cell Phone: 254-541-5011

Email: wacomortuary@gmail.com

Name of Applicant: (If different than Property Owner)

Address: Same as above

City: State: Zip:

Primary Phone: Cell Phone:

Email:

Address/Location of property to be rezoned:

? Legal Description: Lots 1 & 2, Block 1, 5.91 acres A-723

Is the rezone request consistent with the Comprehensive Plan? YES NO

* If no, a FLUM amendment application must be submitted.

Is there a simultaneous plat application for this property? YES NO

Total Acreage: 5.91 Number of Lots: 2

Type of Ownership: Sole Ownership Partnership Corporation Other

Present Zoning: SF Present Use: grazing Land

Proposed Zoning: SF Proposed Use: Homesites

Conditional Use Permit for: N/A

This property was conveyed to owner by deed dated 3/22/2014 and recorded in Volume N/A, Page N/A, Instrument Number 201801772 of the McLennan or Falls County Deed Records. (Attached)

Is this the first rezoning application on a unilaterally annexed tract? Yes No



CITY OF BRUCEVILLE-EDDY
VARIANCE REQUEST

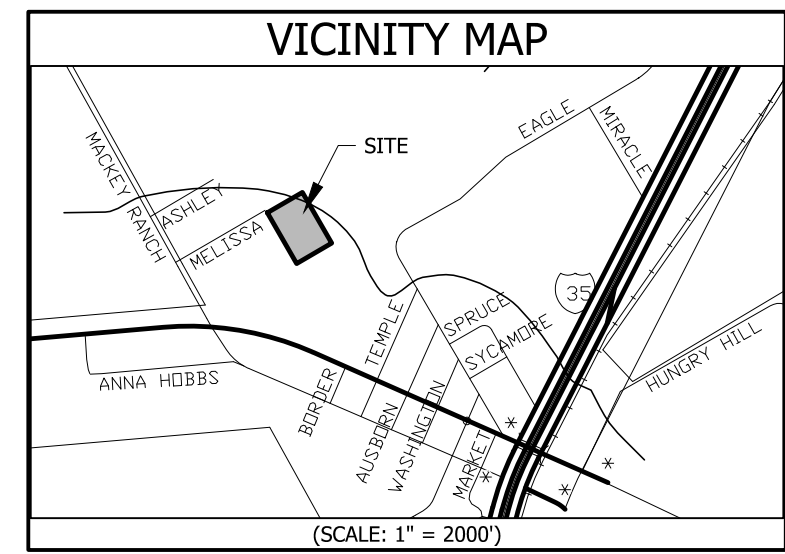
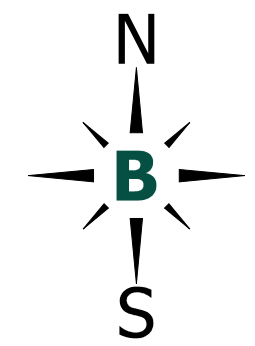
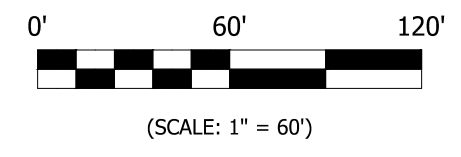
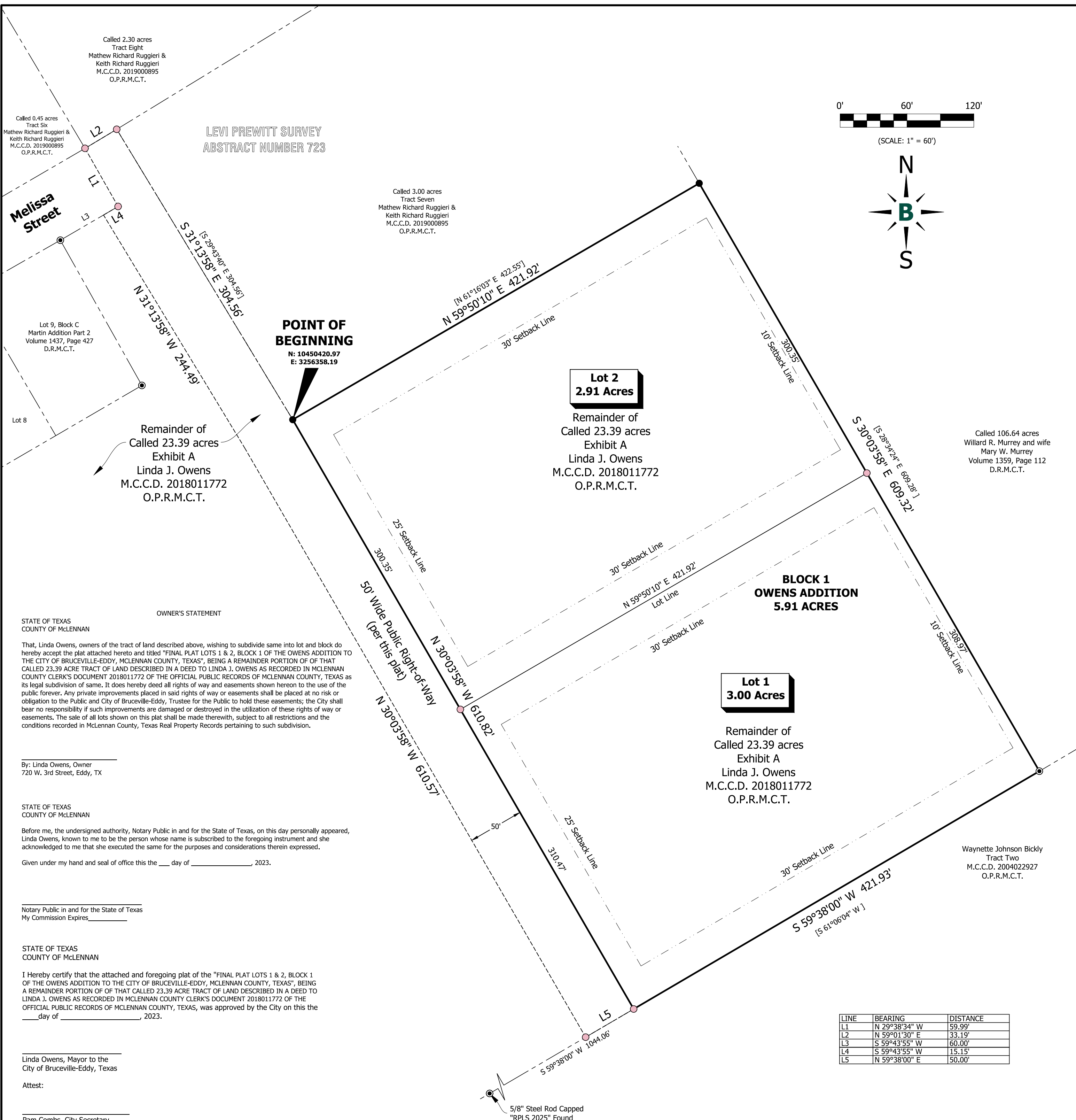
Requirements for all zoning change application submittals:

All zoning change application materials must be submitted by 11:00 a.m. on the intake deadline.

- Completed zoning change application (original, signed)
- Must be signed by the property owner, or in the case of a corporation or partnership, documentation must be provided authorizing a single party to sign on behalf of the corporation or partnership
Application fee (cash or check, only; checks made payable to City of Bruceville-Eddy)
- Zoning change application: \$300.00
- Conditional Use Permit Application: \$500.00
Description of property location (in one of the following forms)
- Property address
- Property survey
- Legal description (subdivision name with lot and block)
- Metes and bounds description
Warranty deed (showing current ownership of the property)
Letter of request signed by property owner or applicant, including the following information:
- Reason for the request
- Proposed use of the property
- Whether or how the proposed change will impact the surrounding properties
- Whether the request is consistent with the Future Land Use Map
- Digital copies of all submittal documents
- Electronic copies in .pdf format of all submittal documents
- Must be provided on a disc (CD or DVD) or USB flash drive
- File names should include the name of the plat, and the name of each application document (i.e. "Jones Addition Field Notes")

For additional zoning change requirements, please reference Bruceville-Eddy Code of Ordinances, Chapter 14

Applicant: Linda Owens Case #: N/A
Intake Date: 5/16/2023 Received by: Kent Manton
Amount Paid: \$ 504.00 Cash/MO#/Check #: 1119 Receipt #: 00069873



LEGAL DESCRIPTION

STATE OF TEXAS
 COUNTY OF MCLENNAN

BEING all that tract of land located in McLennan County, Texas, out of the Levi Prewitt Survey, Abstract Number 723, being a portion of the remainder of that called 23.39 acre tract of land described in a deed to Linda J. Owens as recorded in McLennan County Clerk's Document (M.C.C.D.) 2018011772 of the Official Public Records of McLennan County, Texas (O.P.R.M.C.T.), and being further described as follows:

Beginning at a 3/8 inch steel rod found for an interior ell corner of said 23.39 acres and the south corner of that called 3.00 acre tract of land described as Tract Seven in a deed to Mathew Richard Ruggieri and Keith Richard Ruggieri as recorded in M.C.C.D. 2019000895 of said O.P.R.M.C.T.;

THENCE North 59 degrees 50 minutes 10 seconds East, 421.92 feet with a common line of said 23.39 acres and said 3.00 acres to a 3/8 inch steel rod found for a north corner of said 23.39 acres, east corner of said 3.00 acres, and being in the southwest line of that called 106.64 acre tract of land described in a deed to Willard R. Murrey and wife, Mary W. Murrey as recorded in Volume 1359, Page 112 of the Deed Records of McLennan County, Texas;

THENCE South 30 degrees 03 minutes 58 seconds East, 609.32 feet with the common line of said 23.39 acres and said 106.64 acres to a 5/8 inch steel rod found for the east corner of said 23.39 acres, south corner of that called 106.64 acre tract of land described in a deed to Willard R. Murrey and wife, Mary W. Murrey as recorded in Volume 1359, Page 112 of the Deed Records of McLennan County, Texas, and being in the northwest line of that tract of land described as Tract Two in a deed to Waynette Johnson Bickly as recorded in M.C.C.D. 2004022927 of said O.P.R.M.C.T.;

THENCE South 59 degrees 38 minutes 00 seconds West, 421.93 feet with the common line of said 23.39 acres and said Tract Two to a 1/2 inch steel rod capped "BOWMAN" set for the south corner of the herein described tract of land, from which a 5/8 inch steel rod capped "RPLS 2025" found for the south corner of said 23.39 acres bears South 59 degrees 38 minutes 00 seconds West, 1044.06 feet;

THENCE North 30 degrees 03 minutes 58 seconds West, 610.82 feet over and across said 23.39 acres to the **POINT OF BEGINNING** and containing **5.91 acres** of land.

OWNER'S STATEMENT

STATE OF TEXAS
 COUNTY OF MCLENNAN

That, Linda Owens, owners of the tract of land described above, wishing to subdivide same into lot and block do hereby accept the plat attached hereto and titled "FINAL PLAT LOTS 1 & 2, BLOCK 1 OF THE OWENS ADDITION TO THE CITY OF BRUCEVILLE-EDDY, MCLENNAN COUNTY, TEXAS", BEING A REMAINDER PORTION OF THAT CALLED 23.39 ACRE TRACT OF LAND DESCRIBED IN A DEED TO LINDA J. OWENS AS RECORDED IN MCLENNAN COUNTY CLERK'S DOCUMENT 2018011772 OF THE OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS as its legal subdivision of same. It does hereby deed all rights of way and easements shown hereon to the use of the public forever. Any private improvements placed in said rights of way or easements shall be placed at no risk or obligation to the Public and City of Bruceville-Eddy, Trustee for the Public to hold these easements; the City shall bear no responsibility if such improvements are damaged or destroyed in the utilization of these rights of way or easements. The sale of all lots shown on this plat shall be made therewith, subject to all restrictions and the conditions recorded in McLennan County, Texas Real Property Records pertaining to such subdivision.

By: Linda Owens, Owner
 720 W. 3rd Street, Eddy, TX

**STATE OF TEXAS
 COUNTY OF MCLENNAN**

Before me, the undersigned authority, Notary Public in and for the State of Texas, on this day personally appeared, Linda Owens, known to me to be the person whose name is subscribed to the foregoing instrument and she acknowledged to me that she executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this the ___ day of _____, 2023.

Notary Public in and for the State of Texas
 My Commission Expires _____

**STATE OF TEXAS
 COUNTY OF MCLENNAN**

I Hereby certify that the attached and foregoing plat of the "FINAL PLAT LOTS 1 & 2, BLOCK 1 OF THE OWENS ADDITION TO THE CITY OF BRUCEVILLE-EDDY, MCLENNAN COUNTY, TEXAS", BEING A REMAINDER PORTION OF THAT CALLED 23.39 ACRE TRACT OF LAND DESCRIBED IN A DEED TO LINDA J. OWENS AS RECORDED IN MCLENNAN COUNTY CLERK'S DOCUMENT 2018011772 OF THE OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS, was approved by the City on this the ___ day of _____, 2023.

Linda Owens, Mayor to the
 City of Bruceville-Eddy, Texas

Attest:

Pam Combs, City Secretary

**Lot 1
 3.00 Acres**

Remainder of
 Called 23.39 acres
 Exhibit A
 Linda J. Owens
 M.C.C.D. 2018011772
 O.P.R.M.C.T.

**Lot 2
 2.91 Acres**

Remainder of
 Called 23.39 acres
 Exhibit A
 Linda J. Owens
 M.C.C.D. 2018011772
 O.P.R.M.C.T.

**BLOCK 1
 OWENS ADDITION
 5.91 ACRES**

Called 106.64 acres
 Willard R. Murrey and wife
 Mary W. Murrey
 Volume 1359, Page 112
 D.R.M.C.T.

Waynette Johnson Bickly
 Tract Two
 M.C.C.D. 2004022927
 O.P.R.M.C.T.

LINE	BEARING	DISTANCE
L1	N 29°38'34" W	59.99'
L2	N 59°01'30" E	33.19'
L3	S 59°43'55" W	60.00'
L4	S 59°43'55" W	15.15'
L5	N 59°38'00" E	50.00'

LEGEND

- - 1/2 Inch Steel Rod Capped "BOWMAN" Set
- - 3/8 Inch Steel Rod Found
- ⊙ - 5/8 Inch Steel Rod Found (unless noted otherwise)
- [] - Record Information
- M.C.C.D. - McLennan County Clerk's Document
- O.P.R.M.C.T. - Official Public Records of McLennan County, Texas
- D.R.M.C.T. - Deed Records of McLennan County, Texas

**FINAL PLAT
 OWENS ADDITION
 LOTS 1 & 2, BLOCK 1,
 TO THE CITY OF BRUCEVILLE-EDDY,
 MCLENNAN COUNTY, TEXAS**

5.91 ACRES OUT OF THE LEVI PREWITT SURVEY, A-723,
 MCLENNAN COUNTY, TEXAS
 0.60 ACRES OUT OF THE LEVI PREWITT SURVEY, A-723,
 MCLENNAN COUNTY, TEXAS

BEING A PORTION OF THE REMAINDER OF THAT CALLED 23.39 ACRE TRACT OF LAND DESCRIBED IN A DEED TO LINDA J. OWENS AS RECORDED IN MCLENNAN COUNTY CLERK'S DOCUMENT (M.C.C.D.) 2018011772 OF THE OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS.

Bowman Job No.: 210469	Drawn By: HMH
Sheet 1 of 1	Reviewed By: DWC
Property Address: Melissa Street, Eddy, Texas	Prepared For: Linda Owens

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Purpose: City Review

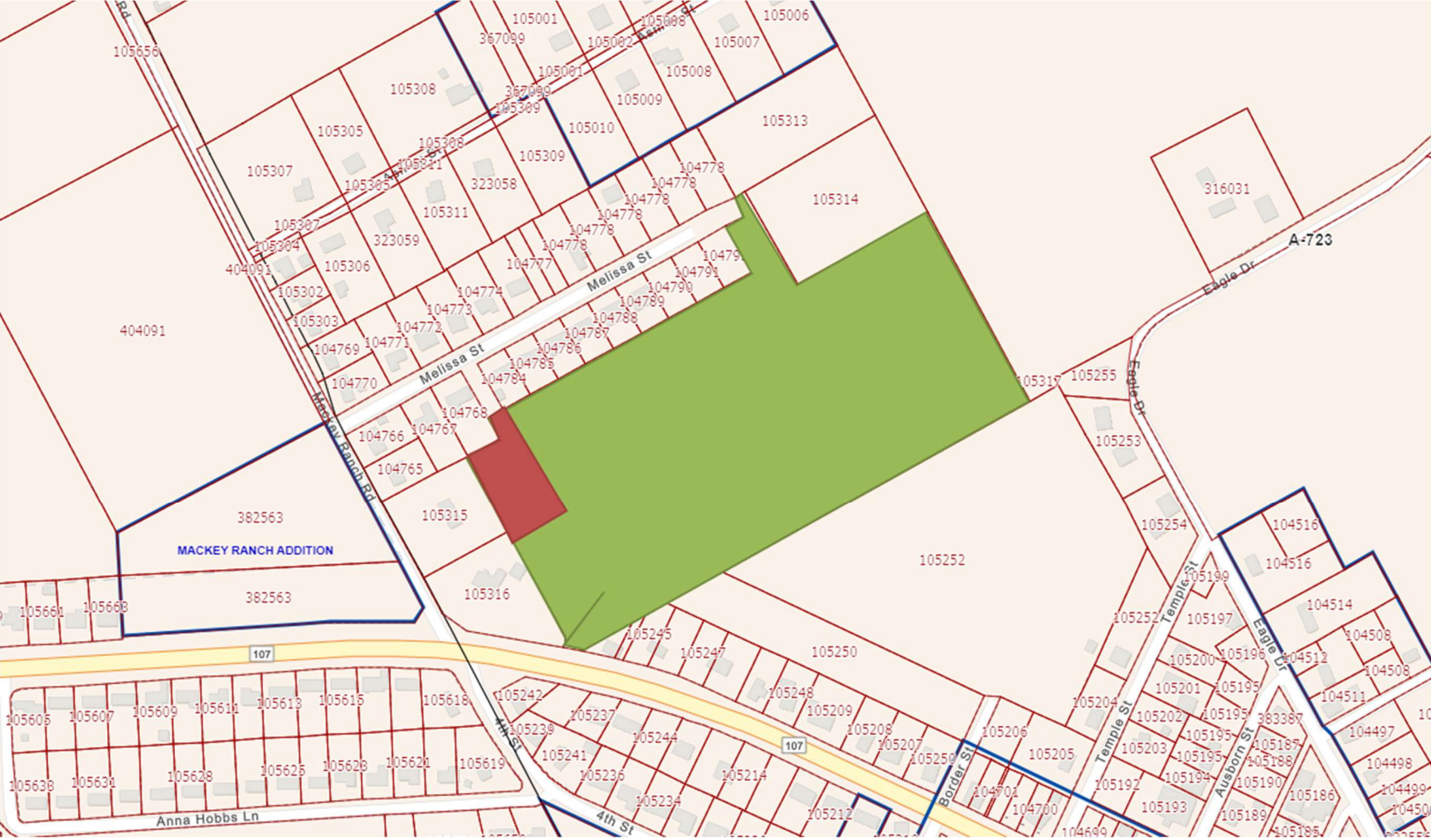
Date of Release: April 26, 2023

- NOTES:
- Bearings, distances, and acreage are grid, NAD83 State Plane Coordinate System, Texas Central Zone 4203.
 - This survey was prepared without the benefit of a current title report/commitment. There may be easements, restrictions, and/or covenants affecting this property, not shown hereon.
 - No flood zone determination was made as part of this survey.
 - Electricity provided by ONCOR.
 - Water service provided by City of Bruceville-Eddy, WSC, CCN# 11285.
 - Sewer Provided by City of Bruceville-Eddy (M.C.C.D. 2019001473 O.P.R.M.C.T.).



Current Parcel: 5/12/2023

****Missing previously recorded plat #2022013503, 1.004 Acres (red polygon)****



April 19, 2023

City of Bruceville-Eddy
Mr. Kent Manton,
144 Wilcox Drive,
Eddy, Texas 76524

**RE: Owens Addition Lots 1 & 2, Block 1 – Final Plat Review Comments
0218.23**

Mr. Kent Manton,

MRB Group has completed our review of the referenced project and offer the following comments.

1. Please change the 0.60 acre ingress/egress easement to a 50' wide public right of way that extends the full length of Lot 1 to the southeast property boundary.
2. Please extend a 6" water main from Melissa Street across the full frontage of both lots, terminating at the end of the new 50' public right of way.
3. These lots are shown to be zoned as SF-1 on the City of Bruceville-Eddy Zoning Map. In accordance with the zoning ordinance for SF-1, please show on the final plat 25' front yard setbacks, 30' side yard setbacks, and 10' rear yard setbacks.

If you have any questions, please feel free to contact me.

Sincerely,



Logan Proctor, PE, CFM
Logan.Proctor@mrbgroup.com



April 28, 2023

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

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
WATER SYSTEM GIS AND WATER MODEL—CITY OF BRUCEVILLE-EDDY**

Dear Mr. Manton:

MRB Group, P.C. (MRB) is pleased to present this proposal to prepare a water distribution system GIS map and create a current hydraulic water model of the existing Bruceville-Eddy (B-Eddy) TX1550024 water system. The proposed GIS map and model will allow MRB to evaluate future water meter requests and aid in the development review.

I. Background and Project Understanding

The City currently operates water facilities in southern McLennan County and western Falls County. The current service area is defined by a bounded CCN Number 11285, which includes approximately 47 square miles. The system currently serves approximately 2,027 meters and a population of approximately 3,900. The City's existing facilities include five (5) water plant sites. The existing supply for the system includes purchasing wholesale water from Bluebonnet WSC and three City-owned water well locations. The City currently mixes water from the wholesaler and water wells.

In an effort to evaluate new meter requests and aid in development review within the water system, Bruceville-Eddy would benefit from the development of a new hydraulic water model and inventory of current assets. The GIS map will also be used to provide assistance in the determination and prioritization of system improvements.

II. Scope of Services and Compensation

MRB Group will provide the following scope of services:

- A. System Geographical Information Database
 - 1. Develop a System Water Inventory with GIS Software and share data online by hosting on the Mango Map application. This inventory and mapping exercise shall be derived from PDF maps furnished by B-Eddy and developed by Tabor & Associates, Inc., dated November 2022. The assets to be included in the GIS system include water mains, meters, fire hydrants, and locations of Pump stations and Elevated Storage Tanks. Accuracy of the GIS mapping will be limited to the accuracy of the utility maps provided for this scope of services.
 - 2. Create a total of five (5) schematic drawings reflecting each of the plant site components. The schematic drawing will identify known components of the site with approximate sizes and layouts using an aerial photograph as base. This drawing is intended to be diagrammatic in nature and not a survey-grade, dimensional drawing.
 - 3. Review system components for compliance with TCEQ minimum capacity requirement regulations. Any deficiencies will be summarized and communicated to the City.

- B. Water Model
 - 1. Using available information from City-provided PDF drawings, create a water model in WaterCAD.
 - 2. We will apply maximum demands of 1.5 GPM/M to each meter included in the analysis. Model will be calibrated to existing known static pressures.
 - 3. The location of Pressure Reducing Valves (PRVs) and settings, as applicable, will be provided by the City.
 - 4. The location of wholesale and water well supply points shall be reflected within the GIS and included within the water model.
 - 5. The City of Bruceville-Eddy Water Model will be derived as a single static analysis simulation in lieu of an extended period simulation. The information will be summarized in a Technical Memo report.

Total Compensation for Items A and B..... \$26,800.00

The total reflected above is a lump sum amount based on our Standard Hourly rates. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.

III. Project Schedule

MRB anticipates it will take approximately four (4) months to complete.

IV. Additional Services

The following items not included in the above services can be provided on a personnel time-charge basis.

- A. The inventory of system assets is limited to major system components (pumps, motors, tanks) at the five Pump Stations. Documentation of the elevated tanks will include the capacity and year of construction (if known). The overflow elevation and operating ranges of the elevated tanks will also be documented.
- B. The accuracy of the line locations, meters and hydrants in the GIS we develop is limited to the accuracy of the mapping provided by the City to MRB
- C. We have assumed that any hydrant flow testing to further calibrate the water model will be performed by the City and the information provided to MRB Group.
- D. Attendance at Board or public meetings.
- E. GIS Online Hosting. This cost is based on customer usage.
- F. Any other necessary or requested services that are not included in the services as described above.

V. Commencement of Work


Upon receipt of the signed proposal, MRB Group will begin work on the Project.

VI. Standard Terms and Conditions

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

If this proposal is acceptable, please sign where indicated and return one copy to our office. Thank you for considering our firm. We look forward to working with you on this Project.

Sincerely,



Anthony D. Beach, P.E., CFM
Sr. Project Manager



James J. Oberst, P.E., LEED AP
Executive V.P./C.O.O.

<https://mrbgroup365.sharepoint.com/sites/Proposals/Shared Documents/Letter Proposals/2023/adb - Bruceville-Eddy Water System GIS and Water Model.docx>

Attachment MRB Group Standard Terms and Conditions

PROPOSAL ACCEPTED BY THE CITY OF BRUCEVILLE-EDDY:

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, design drawings, specifications, field data and other documents prepared by the P.S.O. are Instruments of Service. The Instruments of Service prepared under this Agreement shall become the property of the client, except as set forth below, upon completion of the services and payment in full of all monies due to the P.S.O. The client may utilize the drawings and specifications with respect to the construction, maintenance, repair and modifications to the Project, and may also reuse the drawings and specifications with respect to any other purpose. However, the client agrees to the fullest extent provided by law to indemnify and hold harmless the Engineer, its officers, directors, employees and sub-consultants from any claims arising from the client's use of the Project drawings and specifications that have been created by the P.S.O., but only to the extent that they have been changed, modified, or corrected in any manner by any other design professional or entity or if used for any purpose other than the Project. The client also agrees to waive any claims against the P.S.O. to the extent that it reuses the drawings and specifications with respect to any other purpose other than the construction, maintenance, repair and modifications to the Project. Notwithstanding the foregoing, to the extent that the drawings and specifications include data, information or material that has been used and is being used generally in the P.S.O.'s business practice and has not been developed specifically for the client, the P.S.O. is entitled to continue to use such data, information and material as part of its usual business practices and ownership of such data, information and material shall continue to reside in the P.S.O.

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 with a minimum general liability amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate, and such

insurance as will protect him from claims under workers compensation and the client from claims for bodily injury, death or property damage which may arise from the negligent performance by the PSO or his representative. P.S.O. shall also produce professional liability insurance with a minimum amount of \$1,000,000 per claim and \$2,000,000 in aggregate. Furthermore, the City of Bruceville-Eddy should be named as an additional insured on the general liability insurance policy.

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.

L. NON-EXCLUSIVITY

The Agreement between P.S.O. and the owner is nonexclusive. Owner, at its sole discretion, may contract with other engineering firms to perform other services as the City sees fit without consultation with P.S.O.

**CITY OF BRUCEVILLE EDDY AND BRUCEVILLE EDDY YOUTH SPORTS
ASSOCIATION LEASE**

BASIC TERMS

Landlord: City of Bruceville-Eddy, Texas

Landlord's Address: 144 Wilcox Drive, Eddy, Texas 76524

Tenant: Bruceville-Eddy Youth Sports Association

Tenant's Address: 250 Hungry Hill Road, Eddy, Texas 76524

Leased Premises: The Leased Premises (the "Premises") means (i) the tract of land which is described on Exhibit A attached hereto and incorporated herein by reference and generally described as Lot Nos. Two (2), Three (3), Four (4), Five (5), and Six (6), in Block Four (4); and Lot Nos. Two (2), Three (3), Four (4), Five (5), Six (6), (7), (8), (9), and Ten (10) in Block Five (5), all in the Moore and Connally Addition to the Town of Eddy, Texas, McLennan County, Texas, and being the same property described in Deed from Addie N. Conner to E. C. Conner, et al, dated September 30, 1961, and recorded in Vol. 889, Page 647, Deed Records of McLennan County, Texas, to which record reference is hereby made for all purposes in the City of Bruceville-Eddy, McLennan County, Texas, together with all buildings, structures, fixtures, and other improvements which are now located or which may hereafter be located on the said tract of land described in the attached Exhibit A while this Lease is in effect.

Term: 10 years

Commencement Date: Date this Lease is signed by all parties.

Termination Date: Ten years from the date this Lease is signed by all parties 12:00 a.m., subject to the terms, conditions, and provisions of this Lease, including, without limitation, provisions relating to the earlier termination of this Lease;

Base Rent (yearly): One Hundred Dollars (\$100.00) per year

Permitted Use: Sports and Recreation Facilities

CLAUSES AND COVENANTS

A. Tenant agrees to—

1. Lease the Premises for the Term beginning on the Commencement Date and ending on the Termination Date, subject, however, to all of the terms, conditions, and provisions of this Lease and to the earlier termination of this Lease.

2. Accept the Premises **AS IS, WHERE IS, and WITH ALL FAULTS AND PATENT AND LATENT DEFECTS**, and subject to all (i) easements, rights-of-way, liens, and

any and all other encumbrances affecting the Premises, (ii) zoning ordinances and other ordinances, laws, statutes, regulations, or policies now in effect or hereafter promulgated by any governmental authority having jurisdiction over the Premises.

3. Use the premises for sports and recreation purposes for the community of Bruceville-Eddy, and obey and comply with all local, state and federal laws, whether relating to the use, condition, or occupancy of the Premises, buildings or structures thereon, or otherwise.

4. Pay yearly, in advance, on the Commencement Date and on the first (1st) day of the month of each year thereafter, the Base Rent to Landlord at Landlord's Address or accepted electronic means. All payments of Base Rent hereunder shall be made in advance, without offset, deduction or prior demand. The Base Rent and all other sums due hereunder shall be payable at Landlord's address set forth herein or at such other place as Landlord may designate in writing.

5. Pay a late charge as set forth herein with regard to any Rent not received by Landlord by the fifth (5th) day after it is due.

6. Obtain and pay for electricity, septic service and maintenance, telephone, and internet furnished to or used by Tenant at or in connection with the Premises. Tenant agrees to contact all utility service providers prior to any excavation or digging on the Premises. Landlord shall in no event be liable or responsible for any cessation or interruption in any such utility services. The Tenant, at its sole cost and expense, shall bring all necessary utilities except sewer and water, to the Premises.

7. Obtain and pay for all permits, including a certificate of occupancy, if required for Tenant's occupancy of the Premises and shall at its sole cost and expense promptly take all actions necessary to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements regulating the use by Tenant of the Premises

8. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.

9. Repair, replace, and maintain any part of the Premises including structures and buildings thereon, reasonable wear excepted.

10. Keep the sidewalks, service ways, and loading areas within and adjacent to the Premises clean and unobstructed.

11. Bear the risk of complying, and comply with, with the Americans with Disabilities Act of 1990, any state laws governing handicapped access or architectural barriers, and all rules, regulations, and guidelines promulgated under such laws, as amended from time to time in the Premises.

12. Maintain land and greenspace inside the fenced perimeter of the leased premises. Tenant may request support from Landlord to assist with mowing the aforesaid fenced perimeter. Landlord will not mow the premises more than once per season.

13. Notify Landlord in writing immediately if at any time Tenant shall become aware, or have reasonable cause to believe, that any Hazardous Materials have been released or have otherwise come to be located on, within, or beneath the Premises. In addition, Tenant shall immediately notify Landlord in writing of (i) any enforcement, cleanup, removal, or other governmental or regulatory action instituted, completed, or threatened pursuant to any law, rule, regulation, order, or ordinance, (ii) any claim made or threatened by any person against Tenant, the Premises and improvements arising out of or resulting from any Hazardous Materials, and (iii) any reports made to any local, state, or federal environmental agency arising out of or in connection with any Hazardous Materials.

14. Vacate the Premises and return all keys, if applicable, to the Premises on the last day of the Term or on the date of termination of this Lease.

15. Maintain septic system in accordance with local, county and state regulations.

16. Maintain the Premises in a clean, safe, and useful condition.

17. On request from Landlord, execute an estoppel certificate that states the Commencement Date and Termination Date of this Lease, identifies any amendments to this Lease, and provides any other requested information pertaining to this Lease and/or the Premises.

18. **Tenant's Indemnity Obligation.** (a) Tenant covenants and agrees to **FULLY DEFEND, INDEMNIFY, AND HOLD HARMLESS** the City of Bruceville-Eddy, Texas and the elected officials, the officers, employees, representatives, and volunteers of the City of Bruceville-Eddy, Texas, individually or collectively, in both their official and private capacities (each of the City of Bruceville-Eddy, Texas and the elected officials, the officers, employees, representatives, and volunteers of the City of Bruceville-Eddy, Texas being a "**Bruceville-Eddy Person**" and collectively the "**Bruceville-Eddy Persons**"), from and against any and all costs, claims, liens, harm, judgments, damages, losses, harm, expenses, fees (including, without limitation, attorney's fees), fines, penalties, proceedings, judgments, actions, demands, causes of action, liabilities, and suits, of any kind and nature whatsoever made upon, filed against, or sought from the City of Bruceville-Eddy, Texas and/or any other Bruceville-Eddy Person, whether directly or indirectly, (the "**Claims**"), that arise out of, result from, or relate to: (1) the Tenant's, or any owner, director, shareholder, officer, manager, partner, employee, agent, representative, consultant, contractor, subcontractor, licensee, concessionaire, assignee, or subtenant of Tenant, or any other person or entity for whom Tenant is legally responsible, and their respective owners, directors, shareholders, officers, managers, partners, employees, agents, and representatives (each a "**Tenant Person**" and collectively the "**Tenant Persons**") use or occupancy of the Premises pursuant to or in connection with this Lease, (2) representations or warranties by Tenant under or in connection with this Agreement, (3) the failure of Tenant or any Tenant Person to comply with the terms and conditions of this Lease, including Claims arising from the cancellation or termination of this Lease by Landlord pursuant to any of the terms herein, and/or (4) any other act or omission under or in performance of this Lease by Tenant or by any Tenant Person. **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY BRUCEVILLE-EDDY PERSON,**

OR CONDUCT BY ANY BRUCEVILLE-EDDY PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

(b) Tenant shall promptly advise Landlord in writing of any claim or demand against any Bruceville-Eddy Person or Tenant related to or arising out of Tenant's activities under this Lease and shall see to the investigation and defense of such claim or demand at Tenant's sole cost and expense. The Bruceville-Eddy Person shall have the right, at the Bruceville-Eddy Persons' option and at their own expense, to participate in such defense without relieving Tenant of any of its obligations hereunder.

(c) The provisions of this defense, indemnity, and hold harmless obligation, and any other defense, indemnity, and hold harmless obligation set forth in this Agreement, shall survive the termination or expiration of this Agreement. The indemnity contained in this paragraph is independent of Tenant's insurance.

B. Tenant agrees not to—

1. Use or permit the use of the Premises for any purpose other than the Permitted Use stated herein.

2. Create a nuisance or use or permit the Premises to be used in any way (i) which constitutes a violation of any law, ordinance, or governmental regulation, rule, or order, (ii) which annoys or interferes with any adjacent property, or (iii) which constitutes waste or lewd or indecent activities.

3. Permit any waste or damage to any portion of the Premises.

4. Alter the Premises or otherwise make any modifications, changes, additions or improvements to the Premises, without the prior written consent of Landlord.

5. Allow a lien to be placed on the Premises.

6. Use, generate, store, or dispose of, or permit the use, generation, storage or disposal of Hazardous Materials on, in, or about the Premises except in a manner and quantity necessary for the ordinary performance of Tenant's business, and then in compliance with all Laws. If any clean up or remediation of any Hazardous Materials is required as reasonably determined by Landlord, or as determined by any governmental agency, authority, or political subdivision having jurisdiction over the Premises, Tenant shall promptly perform or cause to be performed such clean up or remediation in compliance with any applicable Laws and to the satisfaction of Landlord. Notwithstanding the foregoing, if Tenant breaches its obligations under this paragraph, Landlord may immediately take any and all action reasonably appropriate to remedy the same, including taking all appropriate action to clean up or remediate any contamination resulting from Tenant's use, generation, storage or disposal of Hazardous Materials. Without limiting any other provision of this Lease, **Tenant shall defend, indemnify, and hold harmless the City of Bruceville-Eddy, Texas and all other Bruceville-Eddy Persons (as defined in this Lease) from and against any and all claims, demands, liabilities, causes of action, suits, judgments, damages and expenses (including reasonable attorneys' fees and cost of clean up and remediation) arising from Tenant's failure to comply with the provisions of this paragraph. This indemnity provision shall survive termination or**

expiration of this Lease. In connection with the Premises, Tenant shall make all disclosures required by and comply with any laws, rules, regulations, orders, or ordinances regarding Hazardous Materials, and take all action required of such governmental authorities to bring the Tenant's activities on the Premises into compliance with all Laws relating to Hazardous Materials and affecting the Premises.

7. Assign, transfer, pledge, or otherwise convey, this Lease, or sublease any portion of the Premises, without Landlord's prior written consent (and any such assignment, transfer, pledge, or conveyance, or sublease, without Landlord's prior written consent shall be deemed void *ab initio*).

8. Assign, transfer, pledge, or otherwise convey, this Lease, or sublease any portion of the Premises for purposes other than for use as a sports and recreation facilities.

C. Landlord agrees to—

1. Lease to Tenant the Premises for the Term beginning on the Commencement Date and ending on the Termination Date, subject, however, to the earlier termination of this Lease and all provisions, terms, and conditions of this Lease.

2. Pay all taxes on or related to the land on the Premises.

3. Pay utilities related to sewer and water service.

4. Maintain land and greenspace near Hungry Hill Road *outside* of fenced area of leased Premises.

D. Landlord agrees not to—

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

E. Landlord and Tenant agree to the following:

1. *Lease Termination.* Notwithstanding any other term or provision of this Lease, Landlord may terminate this Lease at any time prior to the Termination Date in case of default by Tenant by giving written notice of termination of this Lease to Tenant at least thirty (30) days prior to such termination.

2. *Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted. Before beginning any alteration, addition, or improvement to the Premises or any part thereof, and as a condition to obtaining Landlord's consent, Tenant must furnish Landlord with: (i) plans and specifications acceptable to Landlord; (ii) names and addresses of contractors reasonably acceptable to Landlord; (iii) copies of contracts (as may be requested by Landlord); (iv) necessary permits and approvals; (v) evidence of contractor's and subcontractor's insurance (to include coverage against such risks, in such amounts and with such companies as Landlord may require); and (v) if required by Landlord, payment and performance

bonds, letters of credit, or other security, all in form and amount satisfactory to Landlord. All of Tenant's alterations, additions, changes, or other improvements or other work at or on the Premises shall be performed in a first class, workmanlike manner, reasonably satisfactory to Landlord and in accordance with applicable building codes, regulations, and all other legal requirements. Landlord has no obligation to refurbish the Premises, construct any improvements to the Premises, or make any alterations to the Premises.

3. *Rent Payment; Abatement.* Tenant shall timely pay to Landlord Rent, without notice, demand, deduction or set off, at Landlord's address provided for in this Lease or as otherwise specified by Landlord. Tenant's covenant to pay Rent and other sums to Landlord and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason. Base Rent, adjusted as herein provided, shall be paid monthly in advance. The first installment of Base Rent or appropriate pro rata share shall be payable contemporaneously with the execution of this Lease; thereafter, Base Rent shall be payable on the first day of each month beginning on the second full calendar month of the Term.

4. *Asbestos.* The building(s) and other improvements located on the Premises may contain asbestos-containing material or presumed asbestos-containing material as defined by OSHA regulations. Tenant has inspected the Premises and conducted such tests and inspections as Tenant deems necessary or desirable. Tenant will provide Landlord with copies of all such test results and inspections. Tenant will comply with all Laws relating to asbestos in performing any maintenance, housekeeping, construction, renovation, or remodeling of the Premises, and Tenant will bear all costs and expenses related to removal or disposal of asbestos from the Premises.

5. *Delinquent Payment;* Any payments received after the first (1st) day of the month shall be deemed late and delinquent. On the fifth (5th) day of the month if rent remains unpaid the Tenant shall pay a late charge of sixty and no/100 dollars (\$60.00) and a ten and no/100 dollars (\$10.00) late fee every day thereafter that the rent or lease payment remains unpaid. In the event that bank fees are incurred for non-sufficient funds (NSF), the Tenant shall pay a fee in the amount of forty and no/100 dollars (\$40.00), and the Lessor shall reserve the right to only accept further payments made in certified funds (e.g. certified check or money order).

6. *Condition upon Termination.* Upon the expiration or termination of this Lease, Tenant shall (i) surrender any keys, electronic ID cards, and other access control devices to Landlord at the place then fixed for the payment of Base Rent, and (ii) surrender the Premises to Landlord, broom clean and in the same condition as received except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease, and free of any and all Hazardous Materials and environmental contamination. In addition, Landlord may require Tenant to remove any alterations, additions or improvements to the Premises (whether or not made with Landlord's consent) prior to the expiration of the Lease and to restore the Premises to its condition as of the time of the Effective Date all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the expiration or earlier termination of this Lease, except that, provided that Tenant has performed all of its obligations hereunder, Tenant may remove all unattached trade fixtures, furniture, and personal property placed in the Premises by Tenant. All items not so removed shall, at Landlord's option, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord. Tenant shall repair, at Tenant's expense, any damage to the

Premises caused by any such removal. In no event, however, shall Tenant remove any of the following materials or equipment (which shall be deemed Landlord's property) without Landlord's prior written consent: any power wiring or power panels; lighting or lighting fixtures (excluding decorative lighting and decorative lighting fixtures); wall coverings; blinds or other window coverings; carpets or other floor coverings; heaters, air conditioners or any other heating or air conditioning equipment; fencing or security gates; or other similar building operating equipment. The provisions of this paragraph shall survive to the end of the Term.

7. *Taxes.* Tenant shall pay any and all taxes levied or assessed on: (i) all improvements, fixtures, equipment or personal property comprising a part of or located upon the Premises; and (ii) improvements to the Premises (including, without limitation, the buildings) and contents thereof (hereinafter referred to as "Tenant's Taxes"). Upon the request of Landlord, Tenant shall from time to time furnish to Landlord "paid receipts" or other written evidence that all of Tenant's Taxes have been paid by Tenant. If any of Tenant's Taxes are included in tax statements delivered to Landlord, Tenant shall pay to Landlord that portion representing Tenant's Taxes within ten (10) days after Tenant's receipt of an invoice therefor from Landlord accompanied by evidence of Landlord's computation of the portion thereof representing Tenant's Taxes.

8. *Insurance.* (a) Effective as of the earlier of (i) the date Tenant enters or occupies the Premises, or (ii) the Commencement Date, and continuing throughout the Term, Tenant shall maintain the following insurance policies:

(1) Commercial General Liability Insurance. Commercial General Liability Insurance covering the Premises and Tenant's use thereof against claims for personal or bodily injury or death or property damage occurring upon, in or about, and arising out of the use of, the Premises. Property Insurance. The Tenant shall keep the facilities insured against "All risk" insurance covering the full value of all alterations and improvements in the Premises, naming Landlord as additional loss payee as its interests may appear.

(b) No Subrogation; Waiver of Property Claims. Tenant waives any claim it might have against the Landlord for any damage to or theft, destruction, loss, or loss of use of any property, to the extent the same is insured against under any insurance policy that covers the Premises, Tenant's fixtures, personal property, leasehold improvements, or business, or is required to be insured against under the terms hereof, **regardless of whether the negligence of the other party caused such Loss (defined below)**. Additionally, Tenant waives any claim it may have against Landlord to the extent such Loss is caused by a terrorist act. Tenant shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the Landlord. Notwithstanding any provision in this Lease to the contrary, Landlord, its agents, employees and contractors shall not be liable to Tenant or to any party claiming by, through or under Tenant for (and Tenant hereby **releases** Landlord and its officials, officers, servants, agents, contractors, employees and invitees from any claim or responsibility for) any damage to or destruction, loss, or loss of use, or theft of any property of Tenant or any Tenant Party located in or about the Premises, caused by casualty, theft, fire, third parties or any other matter or cause, **regardless of whether the negligence of any party caused such loss in whole or in part**. Tenant acknowledges that Landlord shall not carry insurance on, and shall not be responsible for damage to, any property of Tenant or any Tenant Party located in or about the Premises. For purpose of this subparagraph "Loss" means

any and all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including reasonable attorneys' fees) arising from any injury to or death of any person or the damage to or theft, destruction, loss, or loss of use of, any property or inconvenience.

9. *Landlord Inquiries.* Landlord may, at any time, make inquiries pertaining to the operation of the Leased Premises and the improvements thereon, and Tenant shall respond to such inquiries in a prompt and timely manner.

10. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this Lease for which Landlord is responsible hereunder within thirty (30) days after written notice thereof (specifying such default) is received by Landlord.

11. *Default by Landlord/Tenant's Remedies.* Tenant's sole and exclusive remedy for Landlord's default is to terminate this Lease. Landlord shall not be liable to Tenant or to any Tenant Person for any default by Landlord under the terms of this Lease or any matter relating to or arising out of the occupancy or use of the Premises.

12. *Default by Tenant/Events.* Defaults by Tenant are: (a) failing to pay timely Rent; (b) failing to immediately pay and release of record any mechanic's lien filed against the Premises for any work performed, materials furnished, or obligation incurred by or at the request of Tenant; (c) abandoning or vacating a substantial portion of the Premises, (d) failing to comply within ten days after written notice with any provision of this Lease other than the defaults set forth in (a), (b), and (c); (d) committing acts in combination that amount to a material breach of this Lease.

13. *Default by Tenant/Landlord's Remedies.* (a) Upon any default or breach of this Lease by Tenant, Landlord may, in addition to all other rights and remedies afforded Landlord hereunder or by law or equity, take any one or more of the following actions:

(1) enter and take possession of (and terminate Tenant's right to possess) the Premises without terminating this Lease, by giving written notice thereof to Tenant, in which event Tenant shall pay to Landlord (i) all Rent and other amounts accrued hereunder to the date of termination of possession, (ii) all amounts due from time to time under subparagraph (b) of this paragraph, and (iii) all Rent and other net sums required hereunder to be paid by Tenant during the remainder of the Term, diminished by any net sums thereafter received by Landlord through reletting the Premises during such period, after deducting all costs incurred by Landlord in reletting the Premises. If Landlord elects to proceed under this provision, Landlord may remove all of Tenant's property from the Premises and store the same in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, without becoming liable for any loss or damage which may be occasioned thereby. If Landlord elects to proceed under this provision, it may at any time elect to terminate this Lease as set forth herein;

(2) perform any act Tenant is obligated to perform under the terms of this Lease (and enter upon the Premises in connection therewith if necessary) in Tenant's name and on Tenant's behalf, without being liable for any claim for damages therefor, and Tenant shall reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease (including, but not

limited to, collection costs and legal expenses), plus interest thereon at the Default Rate; and

(3) suspend any services required to be provided by Landlord hereunder without being liable for any claim for damages therefor;

(4) with or without notice and to the extent permitted by Law, Landlord may alter locks or other security devices at the Premises to deprive Tenant of access thereto, and Landlord shall not be required to provide a new key or right of access to Tenant; or

(b) Upon any default or breach of this Lease by Tenant, Tenant shall pay to Landlord all costs incurred by Landlord (including court costs and reasonable attorneys' fees and expenses) in (1) obtaining possession of the Premises, (2) removing and storing Tenant's or any other occupant's property, (3) repairing, restoring, altering, remodeling, or otherwise putting the Premises into condition acceptable to a new tenant, (4) if Tenant is dispossessed of the Premises and this Lease is not terminated, reletting all or any part of the Premises (including brokerage commissions, cost of tenant finish work, and other costs incidental to such reletting), (5) performing Tenant's obligations which Tenant failed to perform. To the full extent permitted by law, Landlord and Tenant agree the federal and state courts of McLennan County, Texas shall have exclusive jurisdiction over any matter relating to or arising from this Lease and the parties' rights and obligations under this Lease.

14. *Certain Rights Reserved by Landlord.* Provided that the exercise of such right does not unreasonably interfere with Tenant's occupancy of the Premises and in addition to any other rights of Landlord, Landlord shall have the right to make inspections, repairs, alterations, additions, changes, or improvements, whether structural or otherwise, in and about the Premises, or any part thereof; to enter upon the Premises (after giving Tenant reasonable notice thereof, which may be oral notice, except in cases of real or apparent emergency, in which case no notice shall be required) and, during the continuance of any such work, to temporarily close doors, entryways, public space, and corridors in the Premises; and

15. *Default/Waiver.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Except as otherwise set forth in this Lease, pursuit of any remedies set forth in this Lease does not preclude pursuit of other remedies in this Lease or provided by applicable law.

16. *Landlord Transfer.* Landlord may transfer any portion of the Premises and any of its rights under this Lease. If Landlord assigns or transfers its rights under this Lease, then Landlord shall thereby be released from any further obligations hereunder arising after the date of assignment or transfer, provided that the assignee assumes in writing Landlord's obligations hereunder arising from and after the transfer date.

17. *Force Majeure.* Other than for Tenant's obligations under this Lease that can be performed by the payment of money (e.g., payment of Rent and maintenance of insurance), whenever a period of time is herein prescribed for action to be taken by either party hereto, such party 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 strikes, riots, acts of God, shortages of labor or

materials, war, terrorist acts or activities, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of such party.

18. *Holdover.* If Tenant does not vacate the Premises following termination or expiration of this Lease, then Tenant shall be a tenant at sufferance and, in addition to all other damages and remedies to which Landlord may be entitled for such holding over, (A) Tenant shall pay, in addition to the other Rent, Base Rent equal to 150% of the Base Rent payable during the last month of the Term, and (B) Tenant shall otherwise continue to be subject to all of Tenant's obligations under this Lease. The provisions of this paragraph shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law or otherwise. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall **protect, defend, indemnify and hold Landlord harmless from** all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including any claims made by any succeeding tenant founded upon such failure to surrender. No holding over by Tenant will extend the Term.

19. *Landlord's Access to Premises.* Landlord or its agents may enter the Premises at all reasonable times to do any other act or to inspect and conduct tests in order to monitor Tenant's compliance with this Lease, including, without limitation, Tenant's compliance with all applicable environmental laws and all laws governing the presence and use of Hazardous Materials; or to do any other acts necessary or desirable for the use and operation of the Premises or any of Landlord's property; provided, however, that Landlord shall use reasonable efforts not to unreasonably disturb Tenant's use of the Leased Premises. Landlord shall give Tenant prior notice of such entry, except in the case of an emergency. Landlord may place customary "For Lease" signs on the Leased Premises.

20. *Venue; Governing Law.* Exclusive venue is in McLennan County, Texas for all purposes of this Lease. This Lease shall be governed by and construed in accordance with the laws of the State of Texas, without regard or reference to its conflict of laws provisions.

21. *Entire Agreement.* This Lease, together with the attached exhibits and riders, is the entire agreement of the parties regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to the other with respect to this Lease or the obligations of Landlord or Tenant in connection therewith. The normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the interpretation of this Lease or any exhibits or amendments hereto.

22. *Amendment of Lease; Binding Effect; No Electronic Communications; No Third-Party Beneficiaries.* This Lease may be amended only by an instrument in writing signed by Landlord and Tenant. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord, and no custom or practice which may evolve between the parties in the administration of the terms hereof shall waive or diminish the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms hereof. The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Lease is for the sole benefit

of Landlord and Tenant, and no third party or third person or entity shall be deemed a third party beneficiary hereof.

23. *Limitation of Warranties.* **THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.**

LANDLORD HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS AND EXCLUDES, AND TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS AND EXCLUDES, ANY REPRESENTATION, PROMISE, COVENANT, AGREEMENT, GUARANTY OR WARRANTY OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW OR OTHERWISE, AS TO THE MERCHANTABILITY, QUANTITY, QUALITY, CONDITION, SUITABILITY, HABITABILITY, OR FITNESS OF THE PREMISES AND BUILDING FOR ANY PURPOSE WHATSOEVER, OR AS TO ANY OTHER MATTER WHATSOEVER AFFECTING OR RELATING TO THE PREMISES, BUILDING, AND/OR THIS LEASE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION REGARDING SOIL CONDITIONS, AVAILABILITY OF UTILITIES, DRAINAGE, ZONING LAWS, ENVIRONMENTAL LAWS, OR ANY OTHER FEDERAL, STATE OR LOCAL STATUTES, CODES, REGULATIONS OR ORDINANCES.

TENANT ALSO ACKNOWLEDGES AND AGREES THAT TENANT HAS BEEN OCCUPYING THE PREMISES AND BUILDINGS FOR A SIGNIFICANT PERIOD OF TIME PRIOR TO THE COMMENCEMENT DATE, AND THAT TENANT'S OCCUPANCY OF THE PREMISES AND BUILDINGS AND TENANT'S INSPECTION AND INVESTIGATION OF THE PREMISES AND BUILDINGS HAVE BEEN ADEQUATE TO ENABLE TENANT TO MAKE TENANT'S OWN DETERMINATION WITH RESPECT TO THE SUITABILITY OR FITNESS OF THE PREMISES AND BUILDINGS, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO SOIL CONDITIONS, AVAILABILITY OF UTILITIES, DRAINAGE, ZONING LAWS, ENVIRONMENTAL LAWS, AND ANY OTHER FEDERAL, STATE OR LOCAL STATUTES, CODES, REGULATIONS OR ORDINANCES.

WITHOUT LIMITING THE FOREGOING, TENANT WAIVES ALL CLAIMS, ACTIONS, OR CAUSES OF ACTION OF ANY TYPE OR NATURE WHATSOEVER BASED ON, RELATED TO, OR ARISING OUT OF (I) ANY DEFECT (INCLUDING, WITHOUT LIMITATION, ANY PATENT OR LATENT DEFECT) IN THE PREMISES AND BUILDINGS, AND (II) THE MERCHANTABILITY, QUANTITY, QUALITY, CONDITION, SUITABILITY, HABITABILITY, OR FITNESS OF THE PREMISES AND BUILDINGS FOR ANY PURPOSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS, ACTIONS, OR CAUSES OF ACTION REGARDING SOIL CONDITIONS, AVAILABILITY OF UTILITIES, DRAINAGE, ZONING LAWS, ENVIRONMENTAL LAWS, OR ANY OTHER FEDERAL, STATE OR LOCAL STATUTES, CODES, REGULATIONS OR ORDINANCES.

TENANT ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS SECTION ARE AN INTEGRAL PORTION OF THIS LEASE AND THAT LANDLORD WOULD NOT AGREE TO LEASE THE PREMISES AND BUILDING TO TENANT AS SET FORTH IN THIS LEASE WITHOUT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS PARAGRAPH. TENANT FURTHER ACKNOWLEDGES THAT TENANT IS NOT IN A DISPARATE BARGAINING POSITION WITH RESPECT TO LANDLORD.

24. *Notices.* Any notice and other communications given under this Lease must be in writing and (a) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified above (under Basic Terms) (b) hand-delivered to the intended addressee, or (c) sent by a nationally recognized overnight courier service. All notices shall be effective upon delivery to the address of the addressee (even if such addressee refuses delivery thereof). The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

25. *Survival.* All unperformed obligations of Tenant hereunder not fully performed at the end of the Term shall survive the end of the Term, including payment obligations with respect to Rent and all obligations concerning the condition and repair of the Premises.

26. *Construction of Terms.* "Includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded. Defined terms used in this Agreement may be used interchangeably in singular or plural form, and pronouns shall be construed to cover all genders. Paragraph and other headings are for convenience only and shall not be used in interpretation of this Lease. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular section, paragraph or other subdivision.

27. *No Recording.* Tenant shall not record this Lease or any memorandum of this Lease without the prior written consent of Landlord, and any such recordation by Tenant shall be a material breach and default of this Lease.

28. *Authority.* Tenant (if a corporation, partnership or other business entity) hereby represents and warrants to Landlord that Tenant is a duly formed and existing entity qualified to do business in the State of Texas, that Tenant has full right and authority to execute and deliver this Lease, and that each person signing on behalf of Tenant is authorized to do so.

29. *Severability.* If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

30. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term without any liability to Tenant or to any Tenant Persons whatsoever.

IN WITNESS WHEREOF, the undersigned hereto have executed this Lease as of the day and year signed by both parties below.

CITY OF BRUCEVILLE-EDDY, TEXAS

**BRUCEVILLE-EDDY YOUTH SPORTS
ASSOCIATION**

By: _____
Linda Owens, Mayor

By: _____

Printed Name: _____

Date Signed:

Title: _____

Date Signed:

ATTEST:

By: _____
Pam Combs, City Secretary

“Exhibit A”



MASTER INSPECTION AGREEMENT.

This Master Inspection Agreement (“Agreement”) is entered into by and between the Inspector and the Client, on the terms set forth below.

Inspector: James D. Redden; ICC lic. # 5291454, State of Texas Plumbing Inspector Lic. # 3537.

Client: City of Bruceville-Eddy, Texas

I. PURPOSE:

The Client, the City of Bruceville-Eddy, Texas, (“the City”) seeks the professional services of Inspector to provide consultation regarding inspection services to the City. Those services will be needed intermittently and on a short-term basis of no more than one (1) year. Accordingly, Inspector and the City enter into this Master Inspection Agreement (“Agreement”), which shall provide the basic terms of the Inspector’s provision of services to or on behalf of the City during the term of this Agreement.

II. NATURE OF THE RELATIONSHIP

Inspector is a licensed professional plumbing inspector who has and continues to offer his inspection services to clients generally. Inspector is an independent contractor for all purposes and under all definitions, common law or statutory, and not an employee of the City. Inspector’s services will provided under this Agreement as a contractor and on a non-exclusive basis. The City will request the services of Inspector to consult with the City and its employee inspector(s) on how to provide inspection services. This will be done on an as-needed basis and Inspector, as a contractor, may agree to provide the requested consultation as requested or decline to do so. In providing services under this Agreement, Inspector will have input as to the time and place for the delivery of his services, will use his own professional skills and judgment, and will provide his own tools, if any, necessary for the work.

III. SCOPE OF SERVICES

Inspector will, generally, consult with the City and its employee inspector(s) so that the City and its employee inspectors may properly perform inspections. Inspector shall use his skills and experience to train the City’s employee inspector(s). This consultation will include building-code education and consultation, and the conduct of onsite evaluation (inspection) to assist in detecting code deficiencies within new residential and commercial buildings/structures, remodels, additions, and repairs and upgrades to existing buildings/structures. The consultation is not an inspection and the inspection itself shall be conducted and signed off on by the City’s employee inspectors.

The Inspector’s consultation services shall not apply to any building systems that are concealed unless specifically requested by the City and access to such systems is made available by the City. The City acknowledges the possibility of modifications, alteration, or damage that may occur after consultation with regard to an inspection. Consultation regarding code compliance

will be based on the most current addition of the International Residential Code, International Building codes, and the National Electrical Code. Consultation regarding foundations and their associated loads, fill material, soil tests, geotechnical evaluation, drainage, and similar aspects or components is limited as such aspects or components are subject to design, inspection, and approval by an engineer. Where applicable, the City is responsible for ensuring energy compliance is certified by an accredited energy efficiency program including, but not limited to, a REScheck, blower door test, duct test, and Manual J, D, S compliance reports. Inspector will provide consultation regarding all other energy code requirements. Where at issue, assessment or inspection of building setbacks, zoning requirements, utility easements, floodways/floodplains, and issues substantially similar to these are the responsibility of the City. The enforcement actions to correct or otherwise redress code deficiencies that might be observed during the consultation services are the responsibility of the City.

IV. COMPENSATION

In requesting services under this Agreement the City will provide sufficient detail, and Inspector will engage in good faith communication efforts, such that the Inspector and the City can agree as to the nature of the task or tasks for which consultation services are being requested and the compensation therefor with reference to Exhibit A, attached to and incorporated into this Agreement. Exhibit A provides the default compensation for consultation services under this Agreement, although the parties may agree in writing to other compensation.

As a contractor, Inspector is not eligible for and will not receive or participate in any of the City's employee benefit plans or programs and is not eligible for worker's compensation coverage or benefits under any such plan held by the City. The compensation set out in Exhibit A, or as otherwise agreed to by the parties in writing, is the sole compensation that Inspector will receive for services provided under this Agreement. Inspector is wholly responsible for any and all taxes applicable to his compensation received under this Agreement.

ACKNOWLEDGEMENT: I, the undersigned, have read the preceding Master Inspection Agreement and description and fully understand and agree with the limitations, exclusions and terms described.

Printed Name and Title of City Signatory: _____

Date of City Signature: _____

Inspector's Printed Name: James D. Redden

Inspector's Signature: _____ Date of Inspector Signature: _____

"Exhibit A"

New Residential Construction:		CURRENT FEE		NEW FEE		
1	Plumbing rough-in (Sewer and water supply)	\$50		\$85.00		JAMES
2	Foundation (must be engineered)	\$40	City	\$75.00		THOMAS
	Concrete encased electrode		City			
	In slab conduits, if applicable		City			
3	Wind bracing	\$75	City	\$75.00	\$110.00	JAMES
	Framing		City	\$75.00		
	Electrical rough		City	\$75.00		
	Mechanical rough		City	\$75.00		
	Plumbing top out			\$75.00		
	Energy (windows and doors)		City	\$75.00		
	Gas rough in, if applicable			\$75.00		
4	Insulation	\$40	City	\$75.00		THOMAS
5	Temporary electrical power release.	\$40	City	\$75.00		THOMAS
6	Electrical final	\$75	City	\$75.00	\$110.00	JAMES
	Mechanic final		City	\$75.00		
	Plumbing final, and gas final, if applicable			\$75.00		
	Energy final		City	\$75.00		
	Building final		City	\$75.00		
These inspections don't necessa	Driveway and approach (pre-pour of concrete)	\$40	City	\$75.00		THOMAS
	Temporary electrical pole	\$40	City	\$75.00		THOMAS
	Plumbing sewer line & water line	\$40		\$75.00		JAMES
	Brick ties, if applicable	\$40	City	\$75.00		THOMAS
	House Wrap		City	\$75.00		THOMAS
	Fencing, if applicable		City	\$75.00		THOMAS
Reinspection fee same as fees listed. An inspection that is grouped and done independently will be \$40.				\$75.00		
Homeowner Inspections:						
	Electrical service upgrade or repair. T-pole.	\$50	City	\$75.00		THOMAS
	Electrical service inspection when utility provider requires an	\$50	City	\$75.00		THOMAS
	New electrical wiring, extension or panel replacement.	\$50	City	\$75.00		THOMAS
	New generator or generator receptacle.	\$50	City	\$75.00		THOMAS
	New water heaters.	\$50		\$75.00		JAMES
	New plumbing system or extension.	\$50		\$75.00		JAMES
	Plumbing repairs such as repairing the drainage or supply	\$50		\$75.00		JAMES
	New gas piping or repairs.	\$50		\$75.00		JAMES
	Gas test when utility provider requires a gas test.	\$50		\$75.00		JAMES
	Propane systems, if applicable per city ordinance	\$50		\$75.00		JAMES
	New HVAC systems or ducting.	\$50	City	\$75.00		THOMAS
	New fencing, or repaired fencing based on city ordinance, if		City	\$75.00		THOMAS
	Solar systems.	\$50	City	\$75.00		THOMAS
	Roofing.		City	\$75.00		THOMAS
	Water softeners.	\$50		\$75.00		JAMES
	Window and door replacements.	\$50	City	\$75.00		THOMAS
	New approaches or driveways, including extensions.	\$50	City	\$75.00		THOMAS
	Flatwork (concrete), including patios, sidewalks, slabs for	\$50	City	\$75.00		THOMAS
	New irrigation system, including for new residential &	\$50		\$75.00		JAMES
	New installation of a backflow or pressure reducing valve.	\$50		\$75.00		JAMES
	Sewer and water yard line repairs and replacements.	\$50		\$75.00		JAMES
	Gas line repair or replacement.	\$50		\$75.00		JAMES
	Swimming pools. There are two minimum inspections required, prepour steel (pool shell) and final. There could also be a flatwork/bonding (pool deck bond) and electrical underground inspection. Each inspection is \$50.	\$50	City	\$75.00		THOMAS
	Sheds, patios, and gazebos	\$50	City	\$75.00		THOMAS
				\$75.00		

Reinspection fee will be \$50
 Enforcement of upgrading smoke/carbon monoxide detectors required per code will be the responsibility of the city.

Residential Remodel

1	Framing	\$75	City	\$75.00	\$110.00	THOMAS
	Electrical rough		City	\$75.00		THOMAS
	Mechanical rough		City	\$75.00		THOMAS
	Plumbing top out			\$75.00		JAMES
	Energy (windows and doors)		City	\$75.00		THOMAS
	Gas rough in, if applicable			\$75.00		THOMAS
2	Insulation	\$50	City	\$85.00		THOMAS
3	Temporary electrical power release. Service upgrade	\$50	City	\$85.00		THOMAS
4	Electrical final	\$75	City	\$75.00	\$110.00	THOMAS
	Mechanic final		City	\$75.00		THOMAS
	Plumbing final, and gas final, if applicable			\$75.00		JAMES
	Energy final		City	\$75.00		THOMAS
	Building final		City	\$75.00		THOMAS

Reinspection fee same as fees listed. An inspection that is grouped and done independently will be \$50.

Additional inspections, such as a plumbing rough, water/ sewer yard lines, brick ties, house wrap, driveway, siding, t-pole, etc., will be \$50.

\$85.00

\$85.00

New/remodel Commercial (under 10,000

1	Plumbing rough-in (Sewer and water supply)	\$50		\$85.00		JAMES
2	Foundation (must be engineered)	\$50	City	\$85.00	\$85.00	THOMAS
			City	\$85.00		THOMAS
			City	\$85.00		THOMAS
3	Concrete encased electrode		City	\$85.00		THOMAS
4	In slab conduits, if applicable		City	\$85.00		THOMAS
5	Framing	\$75	City	\$85.00	\$110.00	THOMAS
	Electrical rough		City	\$85.00		THOMAS
	Mechanical rough		City	\$85.00		THOMAS
	Plumbing top out			\$85.00		JAMES
	Gas rough in, if applicable			\$85.00		JAMES
6	Insulation	\$50	City	\$85.00		THOMAS
7	Temporary electrical power release.	\$50	City	\$85.00		THOMAS
8	Above ceiling electrical	\$50	City	\$85.00	\$110.00	THOMAS
	Above ceiling mechanical		City	\$85.00		THOMAS
	Above ceiling plumbing			\$85.00		JAMES
	Above ceiling building		City	\$85.00		THOMAS
9	Electrical final	\$75	City	\$85.00	\$110.00	THOMAS
	Mechanic final		City	\$85.00		THOMAS
	Plumbing final, and gas final, if applicable			\$85.00		JAMES
	Building final		City	\$85.00		THOMAS
These inspecti	Driveway and approach (pre-pour of concrete)	\$50	City	\$85.00		THOMAS
	Parking lot	\$50		\$85.00		THOMAS

ons don't necessa rily fall in any specific order, and	Temporary electrical pole	\$50	City	\$85.00		THOMAS
	Plumbing sewer line & water line	\$50		\$85.00		JAMES
	Brick ties, if applicable \$50		City	\$85.00		THOMAS
	Parking lot pole bases \$50		City	\$85.00		THOMAS
	Electrical underground \$50		City	\$85.00		THOMAS
	Roof drains \$50			\$85.00		JAMES
	Grease trap \$50			\$85.00		JAMES
	Exterior wall covering \$50		City	\$85.00		THOMAS

Reinspection fee same as fees listed. An inspection that is grouped and done independently will be \$50.

Additional inspections, such as brick ties, parking lot pole bases, electrical underground, roof drains, grease trap, exterior wall covering, etc. will be \$50.

\$85.00		
\$85.00		

New Commercial (10,000 sq. ft. and over)

1	Plumbing rough-in (Sewer and water supply)	\$75		\$100.00		JAMES
2	Foundation (must be engineered)		City	\$85.00	\$100.00	THOMAS
3	Concrete encased electrode	\$75	City	\$85.00		THOMAS
4	In slab conduits, if applicable		City	\$85.00		THOMAS
5	Framing	\$125	City	\$85.00	\$175.00	THOMAS
	Electrical rough		City	\$85.00		THOMAS
	Mechanical rough		City	\$85.00		THOMAS
	Plumbing top out			\$85.00		JAMES
	Energy		City	\$85.00		THOMAS
	Gas rough in, if applicable			\$85.00	JAMES	
6	Insulation	\$75	City	\$100.00		THOMAS
7	Temporary electrical power release.	\$75	City	\$100.00		THOMAS
8	Above ceiling electrical	\$75	City	\$85.00	\$100.00	THOMAS
	Above ceiling mechanical		City	\$85.00		THOMAS
	Above ceiling plumbing			\$85.00		JAMES
	Above ceiling building		City	\$85.00		THOMAS
9	Electrical final	\$125	City	\$85.00	\$175.00	THOMAS
	Mechanic final		City	\$85.00		THOMAS
	Plumbing final, and gas final, if applicable			\$85.00		JAMES
	Building final		City	\$85.00		THOMAS
These inspecti ons don't necessa rily fall in any specific order, and	Driveway and approach (pre-pour of concrete)	\$75	City	\$100.00		THOMAS
	Parking lot \$75			\$100.00		THOMAS
	Temporary electrical pole	\$75	City	\$100.00		THOMAS
	Plumbing sewer line & water line	\$75		\$100.00		JAMES
	Brick ties, if applicable \$75	\$75	City	\$100.00		THOMAS
	Parking lot pole bases \$75	\$75	City	\$100.00		THOMAS
	Electrical underground \$75	\$75	City	\$100.00		THOMAS
	Roof drains \$75	\$75		\$100.00		JAMES
	Grease trap \$75	\$75		\$100.00		JAMES
Exterior wall covering \$75	\$75	City	\$100.00		THOMAS	

Reinspection fee same as fees listed. An inspection that is grouped and done independently will be \$75.

\$100.00		
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Additional inspections, such as brick ties, parking lot pole bases, electrical underground, roof drains, grease trap, exterior wall covering, etc. will be \$75.

\$100.00		
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McLennan County 9-1-1 Emergency Assistance District

Proudly serving the citizens of McLennan County for over 30 years!

May 3, 2023

The Honorable Linda Owens
Mayor, City of Bruceville-Eddy
143A Wilcox
Eddy, TX 76524

Re: Appointment to Unexpired Term of Seat One (1) on 9-1-1 Board of Managers

Dear Mayor Owens:

On March 8, 2023, a letter from this office was mailed to each municipality within McLennan County requesting nominees for the unexpired term of Seat One (1) on the McLennan County 9-1-1 Board of Managers. During the 45-day collection period that ended April 26, 2023, three names had been received as nominees. Those names, in alphabetical order, are:

- Khalil El-Halabi (City of Woodway Public Safety Department Assistant Chief)
- Ryan Holt (City of Waco Assistant City Manager)
- Henry Van Smith (City of McGregor Emergency Management Coordinator)

The following pages include a brief personal biography provided by each nominee. Also enclosed is a ballot that is to be used to indicate your city's preference among the three nominees. Please return that ballot either in the provided self-addressed stamped envelope, or by e-mail or fax (both shown on the ballot), by the deadline of June 21, 2023.

When the deadline of June 21, 2023, is reached the ballots will be tabulated, and the individual with a majority of votes cast will be declared the appointee to Seat One. (Note: Majority is defined as 50% + of the votes cast; not simply more votes than the other nominees. Example: If 10 ballots are returned, and no individual receives six or more, then ballots with the names of the two nominees that received the most votes will be mailed out for a "run-off".) If necessary, this process will repeat until one individual receives at least 50% + of the votes cast, thereby declaring that individual the appointee.

If there are any questions, please feel free to call this office.

Respectfully,

A handwritten signature in blue ink that reads "Jesse A. Harrison".

Jesse A. Harrison, ENP
Executive Director

Enclosure

cc: MCEAD 9-1-1 Board of Managers

**McLENNAN COUNTY 9-1-1 EMERGENCY ASSISTANCE DISTRICT
BALLOT for SEAT ONE**

The nominees are listed below in alphabetical order.
Please select only one from the list:

SEAT ONE

(select one)

- _____ **KHALIL EL-HALABI**, City of Woodway Public Safety Assistant Chief
- _____ **RYAN HOLT**, City of Waco Assistant City Manager
- _____ **HENRY VAN SMITH**, City of McGregor Emergency Management Coordinator

City of _____

Mayor or designee signature: _____

Printed Name and Title: _____

Contact Number: _____

Date: _____

Please return this completed ballot to:

**McLennan County 9-1-1 Emergency Assistance District
Attention: Jesse Harrison, Executive Director
107 Burnett Ct.
Woodway, TX 76712**

(A self-addressed stamped envelope is provided for your convenience).

If you prefer not to mail this form, it may be emailed to rquest@mcead911.org, or
faxed to (254) 732-0544.

**NOTE: Ballot forms MUST be received at the above address no later than 5:00 pm,
Wednesday, June 21, 2023.**

Khalil El-Halabi

Assistant Chief Khalil El-Halabi was born in Beirut, Lebanon and immigrated to the United States as a child during Lebanon's Civil War. He is married to Callie El-Halabi and they reside in the Woodway area with their son, Adam.

A.C. El-Halabi has been with the Woodway Public Safety Department since 2008. He currently oversees the functions of approximately 33 Public Safety Officers who serve the community; he is also Dual-Certified as a Fire-Fighters with the state of Texas. A.C. El-Halabi holds a Master's Degree from Kaplan University (A.K.A. Purdue University Global) and holds a Master Peace Officer License through the State of Texas. Lastly, A.C. El-Halabi is currently pursuing his Doctorate in Public Administration from Liberty University.

A.C. El-Halabi instructs at the police academy, where he trains cadets on health and nutrition, professional policing, police ethics, physical and mental well-being; he also instructs Cultural Diversity at the Police New Supervisor Course. He was also the recipient of the International Association of Chiefs of Police (IACP) 40 Under 40 award that recognizes forty Law Enforcement Professionals from around the world who demonstrate leadership and exemplify commitment to their profession.

Ryan Holt

City of Waco Assistant City Manager (ACM) Ryan Holt has day-to-day oversight of the Police, Fire, Information Technology, Fleet, Facilities, and Animal Services Departments, along with the City-Wide Safety Program as one of three ACMs with the City of Waco after being promoted from his previous role of Police Chief in February of 2020.

Before stepping into his current position at City Hall, Holt served the City of Waco in the Police Department for 24 years. Holt served as Police Chief from January 2017 until being promoted to City Hall. With the Police Department since 1996, Holt was an Assistant Chief of Police for eight years before being promoted to Chief and has worked in every division of the Department and has been involved in the implementation and advancement of technology systems since the late 1990s. Holt has seen significant involvement in implementing and managing the emergency services technology network and radio-related systems for the City of Waco for more than two decades. His extensive experience and understanding in managing the largest Public Safety Answering Point (PSAP) in the County and as the project manager for the move and integration of the Waco-McLennan County PSAP to its current location in 2013 provide a tremendous working base of knowledge to serve the 911 District.

Holt earned a Bachelor of Criminal Justice from Stephen F. Austin State University and a Master of Criminal Justice from Tarleton State University. Chief Holt is a graduate of the 243rd session of the FBI National Academy, the Senior Management Institute for Police at PERF in Boston, the Leadership Command College at LEMIT, and the School of Police Supervision at ILEA. Holt currently serves with various community boards and nonprofit organizations.

Henry Van Smith

I am a lifelong resident of McGregor and McLennan County. I am retired after 50 years in the retail grocery industry with 34 years in retail management. My last position was store director.

I am a member of the McGregor Vol. Fire Department. I have served for 49 years and have held every position in the department except fire chief. I am currently president of the department.

I have been the Emergency Management Coordinator for 40 years for the City of McGregor.

I am an amateur radio operator and maintain the Fire Department radio system.

I am married to my wife, Isabella for 47 years and have a daughter and 2 grandchildren.

I am always willing to help in the city or county when needed. The 911 system is a very important part of the emergency network and would be honored to serve on it.

Resolution 5-25-2023-1

A RESOLUTION SUPPORTING CITY OF BRUCEVILLE-EDDY’S APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION’S 2023 TRANSPORTATION ALTERNATIVES SET-ASIDE (TA) CALL FOR PROJECTS

WHEREAS, the Texas Department of Transportation issued a call for projects in December 2022 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, the TA funds may be used for development of preliminary engineering (plans, specifications, and estimates and environmental documentation) and construction of pedestrian and/or bicycle infrastructure. The TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible. The City of Bruceville-Eddy would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRUCEVILLE-EDDY THAT: The City of Bruceville-Eddy supports funding this project as described in the 2023 TA Detailed Application (including the preliminary engineering budget, if any, construction budget, the department’s direct state cost for oversight, and the required local match, if any) and is willing to commit to the project’s development, implementation, construction, maintenance, management, and financing. The City of Bruceville-Eddy is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding.

DULY PASSED by majority vote of all members of the City Council of the City of Bruceville-Eddy on the 25th day of May, 2023.

Linda Owens
Printed Name

Kent Manton
Printed Name

Mayor
Title

City Administrator
Title

Signature

Signature





2023 Transportation Alternatives (TA) Call for Projects

Preliminary Application (PA)
Deadline to Submit PA: January 27, 2023

Project Sponsor

[Link to PA Instructions](#)

1. Contact information

Local Government/Project Sponsor Name: _____
Contact Person: _____ Title: _____
Street Address: _____ City: _____
Zip Code: _____ Office Phone Number: _____ Email: _____
Other partnering entities: _____

2. Identify population area (based on project location)

An eligible project sponsor may represent a sub-area within its jurisdictional boundaries. Example: a County sponsors a project located within the boundaries of a City, Census Designated Place, Village, or Unincorporated Area – use the smaller population area where the project is located. For population numbers, use [Census data](#) from the 2020 Decennial Census.

Location Name: _____ Population size: _____

3. Is the project within the boundaries of a **Metropolitan Planning Organization (MPO)**? Yes No

If the project is within a MPO boundary, is the project within a Census Urbanized Area greater than 200,000, designated as a [Transportation Management Area](#)? Yes No

Project Information

4. Project name: _____

Be concise and logical.

5. Eligible project type

Projects may include multiple project types; select all types that apply. (See instructions for details.)

- | | |
|---|---|
| <input type="checkbox"/> Bikeway improvements | <input type="checkbox"/> Other bicycle, pedestrian, or micromobility infrastructure installations |
| <input type="checkbox"/> Shared use path improvements | <input type="checkbox"/> Boulevard improvements to enhance pedestrian, bicyclist and transit access |
| <input type="checkbox"/> Pedestrian improvements | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Improvements for non-motorized transportation safety | |
| <input type="checkbox"/> Planning document | |

6. Project location

- | | |
|---|---|
| <input type="checkbox"/> On/along a TxDOT maintained roadway | <input type="checkbox"/> On/along a non-TxDOT roadway |
| <input type="checkbox"/> Not within the right-of-way of any roadway | |

Project location notes: Projects or components of projects located entirely within school or park property that are for internal circulation only are not eligible for TxDOT's TA funding.

7. Provide a Google map link: _____

See PA instructions for recommended tutorial links and minimum requirements.

8. Preliminary Scope of Work

Briefly describe the project, including **project location, limits, facility type, and width**. Descriptions that exceed the space provided below are not acceptable. (See instructions for details.)

9. Project Category

Select the project category the Project Sponsor is interested in pursuing for this application.

COMMUNITY BASED PROJECTS –preliminary engineering and construction activities.	<input type="checkbox"/>
LARGE SCALE ACTIVE TRANSPORTATION INFRASTRUCTURE –preliminary engineering and construction activities for large projects of more than \$5 million in estimated costs.	<input type="checkbox"/>
ACTIVE TRANSPORTATION NETWORK ENHANCEMENTS –light construction/ installation for quick turnaround projects with limited or no design and no right of way acquisition.	<input type="checkbox"/>
ACTIVE TRANSPORTATION NON-INFRASTRUCTURE –planning documents to assist communities of any size develop non-motorized transportation networks	<input type="checkbox"/>

NOTE: For all projects a minimum 20% local match is required; however, project sponsors may be eligible for a reduction in the local match. See Program Guide for additional information.

10. Project costs

Provide a planning cost estimate for the total estimated cost for the following project activities:

Estimated cost to prepare planning document: (Non-infrastructure projects only) _____

Estimated cost to prepare construction plans, specifications, and estimates: _____

Estimated cost to prepare environmental documentation: _____

Estimated cost to acquire right-of-way: _____

Estimated construction cost: _____

Attach a copy of the cost estimate. The breakdown of federal, state, and local percentages will be determined in Step 2 of the application process, if authorized to proceed.

11. Local match

Identify source(s) of local matching funds: _____

Examples include municipal budget, Transportation Development Credits, or donated funds from a third-party.

12. Transportation Development Credits

If a project sponsor is in an economically disadvantaged county or its population is less than 200,000 and meets certain economic criteria, they may request the use of Transportation Development Credits that allow for 100% federal TA funds to be applied to the project in lieu of a local match. Refer to the map ([link](#)). Is the project sponsor eligible for Transportation Development Credits (TDCs) for this project? Yes No

13. Project complexity

- Is this project in a locally or regionally approved planning document?
(May include City/County/MPO, master/comprehensive, bicycle/pedestrian, capital improvement, or other transportation plans.) Yes No Unk
- Will the project reduce automobile traffic capacity or involve a change in access to property? Yes No Unk
- Does the project cross a railroad (RR) or is the project within 100-feet of RR right-of-way? Yes No Unk
- Will the project involve relocation of utilities? Yes No Unk
- Will this project involve acquisition of right-of-way or require an easement (including railroad), or relocation? Yes No Unk
- Does the project use land purchased or improved with Land and Water Conservation Funds? Yes No Unk
- Does the project use land in: (Check all appropriate boxes)
Publicly owned: Park(s), Recreation area(s), Wildlife/waterfowl refuge(s), OR Publicly/privately owned historical or archeological sites? Yes No Unk
- Does the project occur within or around properties listed on the National Register of Historic Places? Yes No Unk
- Is the project located within range and/or potential habitat of state or federally protected species? Yes No Unk
- Is there a likely possibility of encountering hazardous materials? Yes No Unk
- Does the project involve placement of fill in wetlands or waters of the U.S.? Yes No Unk
- Is the project located in the Edwards Aquifer Recharge/Contributing Zone or Coastal Management Zone? Yes No Unk

**CITY OF BRUCEVILLE-EDDY, TEXAS
ORDINANCE 5-25-2023-1**

AN ORDINANCE OF THE CITY COUNCIL OF BRUCEVILLE-EDDY, TEXAS, ADOPTING PROVISIONS FOR PAYMENT BY APPLICANTS OF PROFESSIONAL FEES INCURRED FROM REVIEW, EVALUATION, REPORTS AND RECOMMENDATIONS MADE IN CONNECTION WITH LAND USE RELATED APPLICATIONS; ESTABLISHING DEPOSIT REQUIREMENTS FOR PAYMENT OF FEES; PROVIDING FOR REFUSAL TO ISSUE BUILDING PERMITS; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE OF ALL OTHER ORDINANCES; PROVIDING FOR SAVINGS; PROVIDING SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bruceville-Eddy is a Type A General Law Municipality located in McLennan and Falls Counties, Texas, created in accordance with provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City of Bruceville-Eddy, Texas is a general law municipality empowered under the Texas Local Government Code, Section 51.001, to adopt an ordinance or rule that is for the good government of the City; and

WHEREAS, the City of Bruceville-Eddy, Texas has adopted a fee schedule which requires that all engineering and planning consultant expenses incurred by the City and directly relative to the review and processing of land use related applications be included as part of the application fee and requires full reimbursement by the applicant; and

WHEREAS, the City currently has a population of approximately 1,413 and is experiencing requests for land development permits; and

WHEREAS, the City does not employ on a full-time basis a professional engineer, planner or other professional(s) with an expertise in land development and the provision of municipal services to sufficiently serve the needs of rapid growth; and

WHEREAS, the City seeks to promote orderly development in conformance with its Comprehensive Plan so that adequate public utilities and transportation services will be available to serve the current and future citizens of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRUCEVILLE-EDDY, TEXAS:

**SECTION 1.
INCORPORATION OF PREMISES**

That the above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2.
PAYMENT OF PROFESSIONAL FEES

That all reasonable costs incurred by the City for professional review of concept plans, zoning applications, site plans, planned developments, plat applications, consent requests and other land use related permits shall be borne by the applicant and payable to the City prior to final approval of the plat as the case may be. Such professional fees shall include, but not necessarily be limited to, civil engineering, traffic engineering, expenses for related legal fees, land planning and financial analysis in order that the application can be properly evaluated to achieve compliance with the City's Comprehensive Plan, Zoning Ordinance, Subdivision Regulations, and other applicable City regulations.

SECTION 3.
DEPOSIT REQUIRED

In accordance with Section 2 above, the City Secretary shall require a deposit in the amount of \$1,000 for such services at the time the initial development application is filed. The total actual costs will be determined upon completion of the project and either an additional sum will be due from the applicant or a reimbursement made if the actual cost is less than the deposit. The applicant shall be provided with documentation detailing actual costs of development review.

SECTION 4.
REFUSAL OF PERMITS

The City Secretary, or his or her designee, may refuse to issue any building permits to the applicant or their successors or assigns, if such fees are not paid.

SECTION 5.
CUMULATIVE

That this Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on the date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 6.
SAVINGS

That all rights and remedies of the City of Bruceville-Eddy are expressly saved as to any and all violations of the provisions of any Ordinances affecting development fees which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7.
SEVERABILITY

That it is hereby declared to be the intention of the City Council of the City of Bruceville-Eddy that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 8.
ENGROSSMENT AND ENROLLMENT

That the City Secretary of the City of Bruceville-Eddy is hereby directed to engross and enroll this Ordinance by copying the exact Caption and the Effective Date clause in the minutes of the City Council of the City of Bruceville-Eddy and by filing this Ordinance in the Ordinance records of the City.

SECTION 9.
EFFECTIVE DATE

That this Ordinance shall be in full force and effect from and after its date of passage in accordance with the law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Bruceville-Eddy, Texas this _____ day of _____ 2023.

Linda Owens, Mayor
City of Bruceville-Eddy, Texas

ATTEST:

Pam Combs, City Secretary
City of Bruceville-Eddy, Texas

CITY OF BRUCEVILLE-EDDY, TEXAS

ORDINANCE NO. 5-25-2023-2

CODE OF ORDINANCES

APPENDIX A FEE SCHEDULE

PERMIT FEES AND INSPECTION SCHEDULES

AN ORDINANCE OF THE CITY OF BRUCEVILLE-EDDY, TEXAS, AMENDING THE CITY’S CODE OF ORDINANCES AT APPENDIX A (FEE SCHEDULE), ARTICLE A3.000 (BUILDING, CONSTRUCTION AND DEVELOPMENT FEES), SECTION A3.001 (PERMIT FEES) BY UPDATING FEE AMOUNTS AND BY ADDING NEW FEES FOR MANUFACTURED HOMES, ALTERNATE ENERGY SYSTEMS, AND ACCESSORY BUILDINGS; FURTHER AMENDING THE CITY’S CODE OF ORDINANCES AT CHAPTER 3 (BUILDING REGULATIONS), ARTICLE 3.02 (CONSTRUCTION CODES AND STANDARDS), BY ADDING A NEW SECTION ENTITLED SECTION 3.02.007 (INSPECTION SCHEDULES); PROVIDING FOR FINDINGS OF FACT, APPROVAL, ENACTMENT, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the City of Bruceville-Eddy (“City”) is a general-law municipality of the State of Texas; and

WHEREAS, the City Council of the City of Bruceville-Eddy (“City Council”), as the governing body of a municipality, is authorized by Texas Local Government Code Section 51.001 to adopt, amend, or repeal an ordinance, rule, or police regulation that is for the good government, peace, or order of the municipality or for the trade and commerce of the City, and is necessary or proper for carrying out a power granted to it by law; and

WHEREAS, pursuant to Texas Local Government Code Section 51.012 the City, as a Type A general-law municipality, has general authority to adopt an ordinance not inconsistent with state law, that is necessary for the government, interest, welfare, or good order of the municipality; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRUCEVILLE-EDDY, TEXAS:

SECTION I. FINDINGS OF FACT

THAT the findings set out in the preamble of this ordinance are true and correct.

SECTION II. APPROVAL

THAT City of Bruceville-Eddy, Texas deems is necessary to update and establish new fees to cover provision of services and to ensure compliance with adopted and established laws and rules pertaining to development and construction.

THAT City of Bruceville-Eddy, Texas deems it necessary to update and establish new fees to cover the provision of services to ensure compliance with adopted and established laws and rules pertaining to development and construction.

SECTION II. ENACTMENT

Appendix A (FEE SCHEDULE) at Article A3.000 of the City of Bruceville-Eddy Code of Ordinance is amended, which shall read in accordance with Attachment "A" attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text on Attachment "A" shall be inserted into the Code and any struck-through text shall be deleted from the Code.

Chapter 3 (BUILDING REGULATIONS), article 3.02 (CONSTRUCTION CODES AND STANDARDS), section 3.02.007 (INSPECTION SCHEDULES) is added, which shall read in accordance with Attachment "B" attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text on Attachment "B" shall be inserted into the Code.

SECTION IV. SEVERABILITY

THAT it is hereby declared to be the intention of the City Council that if any of the sections, paragraphs, sentences, clauses, and phrases of the Ordinance shall be declared unconstitutional or invalid by the valid judgment of decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of unconstitutional or invalid phrases, clauses, sentences, paragraphs, or sections.

SECTION V. EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage and any publication as may be required by governing law.

PASSED AND APPROVED this, the 25th day of May 2023, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) with ____ (absent) of the City Council of the City of Bruceville-Eddy, Texas.

CITY OF BRUCEVILLE-EDDY, TEXAS

By: _____
Linda Owens, Mayor

ATTEST:

Pam Combs, City Secretary

APPROVED FOR ADMINISTRATION:

Kent Manton, City Administrator

Attachment "A"

§ A3.001 **Permit fees.**

(a) — Building permit:

(1) — Residential — \$0.20 per square feet (2 phase inspection which includes foundation, framing, mechanical, electrical, insulation, and plumbing):

(A) — First phase pre pour foundation, plumbing, electrical \$0.20 per square feet.

(B) — Second phase framing, electrical, mechanical, insulation, and plumbing: \$85.00.

(2) — Commercial — \$0.20 per square feet (2 phase inspection which includes foundation, framing, mechanical, electrical, insulation, and plumbing):

(A) — First phase pre-pour foundation, plumbing, electrical \$0.20 per square feet.

(B) — Second phase framing, electrical, mechanical, insulation, and plumbing: \$85.00.

(3) — Demolition only: \$85.00.

(b) — Electrical permit:

(1) — Residential: \$160.00.

(2) — Commercial: \$160.00.

(3) — Construction service pole (T-pole): \$85.00.

(4) — Customer needs a licensed electrician to do the work or sign off on the project.

(c) — Plumbing permit:

(1) — Residential: \$160.00.

(2) — Commercial: \$160.00.

(3) — Water heater: \$85.00.

(4) — Customer needs a licensed electrician to do the work or sign off on the project.

(d) — Mechanical:

(1) — Residential: \$85.00.

(2) — Commercial: \$85.00

(e) — Insulation:

(1) — Residential: \$85.00.

(2) — Commercial: \$85.00

(f) — Roofing:

(1) — Residential: \$160.00.

(2) — Commercial: \$160.00.

(g) — Repairs and alterations:

(1) — Residential: \$160.00.

(2) — Commercial: \$160.00.

(h) — Reinspection fee/failed:

(1) — Residential: \$85.00.

(2) — Commercial: \$85.00.

(i) — Concrete:

(1) — \$0.12 per sq ft.

(j) — Certificate of occupaney:

(1) — Residential: \$160.00.

- ~~(2)~~ — Commercial: \$160.00.
- ~~(k)~~ — Fence permit:
- ~~(1)~~ — \$0.25 per ft (minimum \$25.00).
- ~~(l)~~ — Swimming pool and spa permit:
- ~~(1)~~ — In-ground: \$50.00.
- ~~(2)~~ — Above ground: \$30.00.
- ~~(m)~~ — Sign permit:
- ~~(1)~~ — 0–60 square feet: \$50.00.
- ~~(2)~~ — 61–150 square feet: \$70.00.
- ~~(3)~~ — 151–200 square feet: \$100.00.
- ~~(n)~~ — Water heater:
- ~~(1)~~ — \$85.00.
- ~~(o)~~ — Burn permit:
- ~~(1)~~ — \$10.00.
- ~~(p)~~ — Lawn sprinkler permit:
- ~~(1)~~ — \$25.00.
- ~~(q)~~ — Customer service inspection:
- ~~(1)~~ — At customer's expense.
- ~~(r)~~ — Yard sale permit:
- ~~(1)~~ — No charge.

§ A3.001 Permit Fees

(a) Building:

- (1) Residential - \$0.20 per square feet
- (2) Commercial - \$0.20 per square feet
- (3) Demolition only: \$85.00.
- (4) less than 200 sq. ft.: No charge (with no electrical or plumbing)

(b) Electrical:

- (1) Residential: \$160.00.
- (2) Commercial: \$160.00.
- (3) Construction service pole (T-pole): \$85.00.

(c) Plumbing:

- (1) Residential: \$160.00.
- (2) Commercial: \$160.00.
- (3) Water heater: \$85.00.

(d) Mechanical:

(1) Residential: \$190.00.

(2) Commercial: \$190.00

(e) Insulation:

(1) Residential: \$85.00.

(2) Commercial: \$85.00

(f) Roofing:

(1) Residential: \$160.00.

(2) Commercial: \$160.00.

(g) Repairs and alterations:

(1) Residential: \$160.00.

(2) Commercial: \$160.00.

(h) Reinspection fee/failed:

(1) Residential: \$85.00.

(2) Commercial: \$85.00.

(i) Concrete: \$0.12 per sq. ft. (minimum \$85.00)

(j) Certificate of occupancy:

(1) Residential: \$160.00.

(2) Commercial: \$160.00.

(k) Fence: \$0.25 per ft (minimum \$50.00).

(l) Swimming pool and spa:

(1) In ground: \$340.00.

(2) Above ground: \$85.00.

(m) Sign:

(1) 0–60 square feet: \$50.00.

(2) 61–150 square feet: \$70.00.

(3) 151–200 square feet: \$100.00.

(n) Water heater: \$85.00.

(o) Alternative energy systems (Solar/wind) \$185.00

(p) Burning: \$10.00.

(q) Lawn sprinkler: \$25.00.

(r) Customer service inspection: \$75.00

(s) Garage/yard sale: No charge.

(t) New manufactured home: \$340.00

(u) Replacement of manufactured home: \$110.00

(v) An inspection that is a part of a permit fee listed above but conducted independently: \$85.00.

(x) Engineering review fees: \$1,000 Deposit; total cost based on hours needed for review

Attachment "B"

§ 3.02.007 Inspection Schedules

(a) New residential construction inspection schedule:

(1) Group 1.

- (A) Plumbing rough-in (wastewater and water supply).
- (B) Foundation (must be engineered).
- (C) Concrete encased electrode. In slab conduits (if applicable).

(2) Group 2.

- (A) Framing.
- (B) Wind bracing.
- (C) Electrical rough.
- (D) Mechanical rough.
- (E) Plumbing top out.
- (F) Energy (windows and doors).
- (G) Gas rough in (if applicable).

(3) Group 3.

- (A) Insulation.

(4) Group 4.

- (A) Temporary electrical power release.

(5) Group 5.

- (A) Electrical final.
- (B) Mechanic final.
- (C) Plumbing final.
- (D) Gas final.
- (E) Energy final.
- (F) Building final.

(6) Group 6 (if applicable).

- (A) Driveway and approach (pre-pour of concrete).
- (B) Temporary electrical pole.
- (C) Plumbing wastewater line & water line.
- (D) Brick ties, if applicable.
- (E) House Wrap.

(F) Fencing.

(b) Homeowner inspections

- (A) Electrical service upgrade or repair.
- (B) Electrical service inspection when utility provider requires an inspection.
- (C) New electrical wiring, extension, or panel replacement.
- (D) New generator or generator receptacle.
- (E) New water heaters.
- (F) New plumbing system or extension.
- (G) Plumbing repairs such as repairing the drainage or supply systems.
- (H) New gas piping or repairs.
- (I) Gas test when utility provider requires a gas test.
- (J) Propane systems
- (K) New HVAC systems or ducting.
- (L) New fencing.
- (M) Solar systems.
- (N) Roofing.
- (O) Water softeners.
- (P) Window and door replacements.
- (Q) New approaches or driveways, including extensions. Flatwork (concrete), including patios, sidewalks, slabs for structures.
- (R) New irrigation system, including for new residential & commercial.
- (S) New installation of a backflow or pressure reducing valve.
- (T) Wastewater and water yard line repairs and replacements.
- (U) Gas line repair or replacement.
- (V) Swimming pools.
 - (i) Pre-pour steel
 - (ii) Final.
- (W) Sheds, patios, and gazebos.
- (X) Smoke/carbon monoxide detectors.

(c) New commercial inspection schedule.

(1) Group 1

- (A) Plumbing rough-in (wastewater and water supply).

- (B) Foundation (must be engineered).
- (C) Concrete encased electrode.
- (D) In slab conduits (if applicable).

(2) Group 2

- (A) Framing rough.
- (B) Electrical rough.
- (C) Mechanical rough.
- (D) Plumbing top out.
- (E) Energy gas rough in (if applicable).

(3) Group 3

- (A) Insulation.

(4) Group 4

- (A) Temporary electrical power release.

(5) Group 5

- (A) Above ceiling electrical.
- (B) Above ceiling mechanical.
- (C) Above ceiling plumbing.
- (D) Above ceiling building.

(6) Group 6

- (A) Electrical final.
- (B) Mechanic final.
- (C) Plumbing final.
- (D) Gas final (if applicable).
- (E) Energy final.
- (F) Building final.

(7) Group 7 (if applicable)

- (A) Driveway and approach (pre-pour of concrete).
- (B) Parking lot.
- (C) Temporary electrical pole.
- (D) Plumbing wastewater line & water line.
- (E) Brick ties.
- (F) Parking lot pole bases.
- (G) Electrical underground.
- (H) Roof drains.

- (I) Grease trap.
- (J) Exterior wall covering.

(d) Residential and commercial remodel inspection schedule.

(1) Group 1

- (A) Framing electrical rough.
- (B) Mechanical rough.
- (C) Plumbing top out Energy (windows and doors).
- (D) Gas rough in (if applicable).

(2) Group 2

- (A) Insulation.

(3) Group 3

- (A) Temporary electrical power release/service upgrade.

(4) Group 4

- (A) Electrical final.
- (B) Mechanic final.
- (C) Plumbing final.
- (D) Gas final (if applicable).
- (E) Energy final.
- (F) Building final.