



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
September 28, 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. Police Chief’s Report – Chief Michael Dorsey

5. Oath of Office – Chief Michael Dorsey

Chief Michael Dorsey will formally administer the Oath of Office to our newest School Resource Officer, Jaycee Steiner.

6. Public Works Director’s Report – Gene Sprouse

7. Engineering Reports

8. Community Development Report – Thomas Arnold

9. City Administrator’s Report – Kent Manton

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.

A. Approval of Minutes

Council to discuss, consider, and possibly take action to approve the minutes from the August 1, 2023 and August 17, 2023 Special Called City Council Meetings as well as the August 24, 2023 Regular City Council Meeting.



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B. Finances – August 2023

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

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

C. Dates for Upcoming Council Meetings

Council to discuss, consider, and possibly take action to cancel the regular council meetings for November and December and instead, schedule Special Called Meetings on November 15th, 2023 and December 21st, 2023 to accommodate for those months' respective holidays.

D. Purchase Professional Services – Ron Perrin

At the request of the Budget Committee, Council to discuss, consider, and possibly take action to authorize the City Administrator to sign an agreement for services to be performed by Ron Perrin Water Technologies for the purpose of cleaning loose sediment and performing minor repairs if needed inside water storage tanks.

E. Auction of Surplus Items

- a) Council to discuss, consider, and possibly take action to officially approve a list of durable assets as surplus items.

- b) Council to discuss, consider, and possibly take action to authorize the City Administrator to execute an agreement with Rene Bates Auctioneers, INC. for the sale of surplus items and to allow for the deposit of all proceeds into their respective accounts.

F. Request to Attend Conference

Council to discuss, consider, and possibly take action to approve the City Administrator to attend the Texas Municipal League's Economic Development Conference in November.

G. Ratification of EOAC Agreement Extension

Council to discuss, consider, and possibly take action to ratify the City Administrator's extension of the executed agreement for the low-income household water assistance program with EOAC until March, 30th 2024.

H. General Election Contract and Agreement

Council to discuss, consider, and possibly take action authorizing the Mayor to enter into a contract for election services with McLennan County for the purpose of administering the ordered November 7, 2023 general and special elections and to authorize the Mayor to enter into an agreement to conduct a joint election with other contracting entities.

11. Signage and Lighting Proposals

Council to discuss, consider, and possibly take action on proposals and quotes pertaining to signage and lighting designs at City Hall and upon the City of Bruceville-Eddy municipal complex.



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12. Changes to Drought Contingency Plan

Council to discuss, consider, and possibly take action on ordinance 9-28-2023-1; amending and replacing article 13.05 of the code of ordinances updating the drought contingency plan for the City of Bruceville-Eddy Water System.

13. Interlocal Agreement for Animal Shelter Services

At the recommendation of the Budget Committee, Council to discuss, consider, and possibly take action to approve the City Administrator to enter into a one year, interlocal cooperative agreement with The City of Waco for the provision of animal shelter services.

14. Bruceville-Eddy EDC - Resolution Approving Formation

Council to discuss, consider, and possibly take action on resolution 9-28-2023-1; approving the formation of the Bruceville-Eddy Economic Development Corporation and appointing the initial Board of Directors.

15. Equipment Purchase – Duress System

At the recommendation of the Budget Committee, Council to discuss, consider, and possibly take action to approve the City Administrator to purchase a WAVE Plus System with duress alarms for City Hall from SecureTech Systems, INC. in the amount of \$7,662.00 using monies in the FY 2023-2024 budget, primarily the Court Building and Security Fund; work to be authorized and executed after October 1st, 2023.

16. Amendment to Water Tower Lease Agreement – Net1 Connect, LLC

Council to discuss, consider, and possibly take action on an amendment to the water tower lease agreement between the City of Bruceville-Eddy and Net1 Connect, LLC.

17. Proposal for Engineering Services – New Water Well Phase I

Council to discuss, consider, and possibly take action to approve the City Administrator to enter into a proposal for professional engineering services for the preliminary review of three (3) potential well sties to determine the most advantageous location for a new groundwater well for the Bruceville-Eddy water system.

18. Employee Handbook Changes: Overtime & Compensatory Time

Council to discuss, consider, and possibly take action on amendments to, or further clarification and direction of, existing policies relating to employee overtime and compensatory time.



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19. Nomination of Candidates to the Falls County Appraisal District Board of Directors

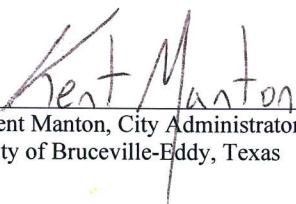
Council to discuss, consider, and possibly take action on resolution 9-28-2023-2 nominating candidates to the Falls County Appraisal District Board of Directors.

20. Adjournment

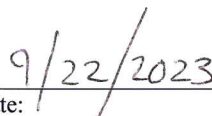
For the safety of citizens, council members, and staff, upon adjourning of the city council meeting, citizens/visitors are asked to exit the building through the front entrance to City Hall immediately. Any bags, backpacks, purses, etc., that are being brought into the council meeting room are subject 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 **22nd day of September, 2023 at 10:00 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: _____





Police Department

143 Wilcox Dr.
Eddy, TX 76524

www.bruceville-eddy.us

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

Police Department Activity Report: August 1, 2023 – August 31, 2023

Calls for Service: Total 136

890 Dorsey	894 Martinez	895 Erwin	896 Hesterberg	898 Basey
48	20	31	28	9

Arrest, Offense, Incident Reports: Total 12

890 Dorsey	894 Martinez	895 Erwin	896 Hesterberg	898 Basey
6	2	0	2	2

Crash Reports: Total 3

890 Dorsey	894 Martinez	895 Erwin	896 Hesterberg	898 Basey
1	1	1	0	0

Citations & Warnings: Total 126

890 Dorsey	894 Martinez	895 Erwin	896 Hesterberg	898 Basey
2 citations 2 warning	28 citations 14 warnings	14 citations 20 warnings	13 citations 22 warnings	6 citations 5 warnings

Citations Total: 63

Warnings Total: 63



Police Department

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

Police Department Activity Report: August 1, 2023 – August 31, 2023

Security Checks: 162
School Zone Enforcement: 12
Neighborhood Patrol: 34
Directed Traffic Enforcement: 16

Call Type Report

BRUCEVILLE-EDDY POLICE DEPARTMENT

From: 08/01/2023

To: 08/31/2023

Call Type Description	Number of Calls
ABANDONED VEHICLE	3
AGENCY ASSIST BRUCEVILLE-EDDY PD	2
AGENCY ASSIST LORENA PD	2
AGENCY ASSIST MCLENNAN COUNTY SHERIFFS OFFICE	4
AGENCY ASSIST MOODY PD	3
AGENCY ASSIST OTHER OUTSIDE AGENCY	1
ALARM	3
BURGLARY - HABITATION	1
CITIZEN ASSIST	2
CIVIL MATTER	2
COURTESY RIDE	4
CRIMINAL TRESPASS	4
DISTURBANCE	7
DOG AT LARGE - VIOLATION OF CITY ORDINANCE	1
FAMILY VIOLENCE	1
FIRE	4
FOLLOW UP INVESTIGATION	29
HARASSMENT	1
ILLEGAL DUMPING	2
MAN DOWN	2
MOTOR VEHICLE COLLISION	3
MOTORIST ASSIST	2
NOTIFICATION OF EMERGENCY DETENTION	1
PATROL WATCH	1
PUBLIC SERVICE	4
QUESTIONABLE DEATH	1
RECKLESS DRIVING	1
RECOVERED STOLEN VEHICLE	1
RUNAWAY	1
SUSPICIOUS PERSON	3
SUSPICIOUS VEHICLE	10
THEFT	4
TOWED VEHICLE	3

TRAFFIC CONTROL	4
TRAFFIC HAZARD	12
WARRANT SERVICE	2
WELFARE CONCERN	12

Disregard Stop Sign (Verbal Warning)

W 3RD / SB IH 35 SERVICE ROAD



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: August 16, 2023 – August 31, 2023

Calls for Service: 2 (no reports)

Security Checks: 120

Citations & Warnings: 1 Citations / 0 Warnings

Arrests: 0

BEISD SRO Monthly Activity Report: August 2023

Admin Assist	6
Agency Assist	
Citizen Contact	5
Calls for Service	2
Classes given	
Criminal activity/offense	1
Citations	1
Incident report	
Juvenile complaint	4
Arrest (Adult)	
Juvenile arrest	
Warrant arrest	
Parent Conference	
Staff Assist	10
Student Assist	18
Suspicious activity/person/circumstances	
Traffic complaint	2
Traffic stops	
Warnings	
Welfare concern/check	
Total:	49

8/2023	USAGE	METERS	USAGE BREAKDOWN	ACCOUNTS	AVERAGE
PUMPED	34,876,000		0-0	192	0
FLUSHED	5,628,800		1-9,999,999,999	1,835	12,701
USED	23,306,946	2,027	TOTAL	2,027	11,498
UNBILLED	0	0			
LOSS	5,940,254				
LOSS PERCENTAGE	17.03 %				

1 MONTH TOTALS			
TOTAL PUMPED	34,876,000	AVERAGE PUMPED	34,876,000
TOTAL SOLD	23,306,946	AVERAGE SOLD	23,306,946
TOTAL FLUSHED	5,628,800	AVERAGE FLUSHED	5,628,800
TOTAL LOSS	5,940,254	AVERAGE LOSS	5,940,254
LOSS PERCENTAGE	17.03 %	AVERAGE LOSS PERCENTAGE	17.03 %
TOTAL UNBILLED	0	AVERAGE UNBILLED	0

Definitions

Total Pumped: This is the culmination of our daily meter readings from the past month on ALL groundwater well sites as well as the intake from Bluebonnet WSC.

Total Sold: This is the amount of water that was billed to customers and will be collected as water sales revenue.

Total Flushed: This number is comprised of staff estimates on water loss from known leaks, flushing activities, an allocation for the volunteer fire departments operations, and our unbilled accounts' actual meter readings (City facilities).

Total Loss: This is the remaining water that is currently unaccounted for in our water system from the previous month. This water is going out the door via leaks, flushing, faulty meters, and any possibly illegal connections.

=====

12 MONTH TOTALS			
TOTAL PUMPED	325,237,000	AVERAGE PUMPED	27,103,083
TOTAL SOLD	163,245,112	AVERAGE SOLD	13,603,759
TOTAL FLUSHED	60,998,900	AVERAGE FLUSHED	5,083,242
TOTAL LOSS	100,992,988	AVERAGE LOSS	8,416,082
LOSS PERCENTAGE	31.05 %	AVERAGE LOSS PERCENTAGE	31.05 %
TOTAL UNBILLED	0	AVERAGE UNBILLED	0

Definitions

Total Pumped: This is the culmination of our daily meter readings from the past month on ALL groundwater well sites as well as the intake from Bluebonnet WSC.

Total Sold: This is the amount of water that was billed to customers and will be collected as water sales revenue.

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Total Loss: This is the remaining water that is currently unaccounted for in our water system from the previous month. This water is going out the door via leaks, flushing, faulty meters, and any possibly illegal connections.

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

JOB CODE	TOTAL COMPLETED	TOTAL OUTSTANDING	TOTAL NEW	TOTAL PENDING	TOTAL VOID
NON - NON-PAYMENT TURN OFF	65	0	0	0	113
INSTA - INSTALL NEW METER	2	1	0	0	0
GRAPH - GRAPH	15	0	0	0	0
LOCA - LINE LOCATE	3	0	0	0	0
VALVE - CUT OFF VALVE	2	0	0	0	0
CHECK - CHECK FOR LEAK	11	1	0	0	1
CLEAN - CLEAN UP	0	0	0	0	1
FLUSH - FLUSH LINES	1	0	0	0	0
REREA - REREAD	2	0	0	0	0
REIN - REINSTATE	39	0	0	0	3
OCC - OCCUPANT CHANGE	15	0	0	0	0
PRESS - PRESSURE CHECK	5	0	0	0	0
TRASH - TRASH CANS	3	0	0	0	0
LEAK - FIXED LEAK	13	0	0	0	1
DIS - DISCONNECT	4	0	0	0	0
INFO - INFORMATION	1	0	0	0	0
STREE - STREETS	3	4	0	0	0
TURN - TURN OFF WATER	1	0	0	0	0
SWAP - METER CHANGE	2	0	0	0	0
MISC - MISCELLANEOUS	2	1	0	0	0
ROLL - EMPTY ROLL OFF	1	0	0	0	0
REPL - REPLACE METER BOX	2	0	0	0	0
PUL - PULL METER	2	0	0	0	0
BEES - BEES	1	0	0	0	0
TOTAL ALL CODES	195	7	0	0	119

	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	
			May 2023
5-26-23	Hungry Hill	GS/CS/KL/RS	
5/26/23	Old Moody	CS/RS	
5/26/23	N Old Bruceville	GS/KL/CS/RS	
5/26/23	Benton	JG/CS/GS/KL	
5/26/23	Horseshoe Bend	CS/RS	
5/26/23	Washington	JG/KL	
5/26/23	Franklin	JG/KL	
5/26/23	Eagle	CS/RS	
5/26/23	Soules Cr	CS/RS	

			August 2023
8-11-23	Eagle Dr	GS/JG/CS/KL/RS	
8/14/23	Franklin	CS/KL/RS	
TREE TRIMMING			August 2023
8/1/23	Ausborn	KL/JG/CS/RS	
8/1/23	Temple	KL/JG/ CS/RS	
8/3/23	Mesquite	JG/CS/KL/RS	
8/3/23	Archie	JG/CS/RS/KL	

September 22, 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 August 17, through September 22, 2023.

DEVELOPMENT REVIEW

1. Rajan Plaza / Ascent Travel Center – MRB received re-submitted plans then met with the City & RSK (Developer) Wednesday August 23 to discuss plan review comments. MRB provided review comments for re-submitted plans Friday September 8. MRB has exchanged phone calls with RSK since the meeting to resolve review comments. MRB is awaiting re-submitted plans from RSK.

2. Eagle Ranch – MRB provided plat review comments Monday August 28. MRB responded to follow-up questions from the City Wednesday September 6 that we will attend the Council Meeting when the Plat is considered. MRB visited the site Wednesday September 6 to investigate drainage concerns. MRB received comment responses & re-submitted plat Monday September 11. MRB responded to a question about cul-de-sacs meeting minimum lot width requirements Tuesday September 12. MRB will complete plat review the week of September 25.

WATER METER FEASIBILITY

1. Christina Rosati – MRB recommended approval Friday September 8.

2. Lester Ivan Vilchez Bandon – MRB recommended approval Friday September 8.

GENERAL DISCUSSION ITEMS

1. The GIS/ Water Model The water distribution model is complete. A meeting with the City is scheduled for Wednesday September 27 to review the model and discuss next steps.

2. New Water Well: MRB visited three (3) sites and reviewed FEMA Mapping & property information Monday August 21. MRB submitted a proposal for Phase 1 Thursday September 21.

3. Deer Creek MUD: No update this period. MRB is ready for next steps as per City & Developer.

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

Sincerely,



Lee Lingenfelter, PE, CFM
Project Manager

Lee.Lingenfelter@mrbgrou.com

Phone: (254) 800-2266



City of Bruceville-Eddy Engineer's Report on New Wastewater System

Prepared on 9-21-2023

1. USDA Rural Development – New Wastewater System:

USDA RD approved Amendment #3 to the Engineering Agreement on September 18, 2023.

A TEAMS meeting was held this morning with USDA RD Terri Chenoweth and Troy Spencer, the City (Kent and Pam), and our office regarding sewer service conflicts. We are now waiting on Terri Chenoweth to schedule a meeting with USDA RD Engineers for determination of these conflicts.

2. TCEQ Discharge Permit Renewal:

Currently, we are still waiting on the draft permit package from TCEQ.

COMMUNITY DEVELOPMENT

JULY 2023 REPORT

CODE ENFORCEMENT CASES

- ❖ 83 ACTIVE AT START OF MONTH
- ❖ 34 CLOSED
- ❖ 15 NEW
- ❖ 64 CURRENTLY ACTIVE
- ❖ 8 OFFICE VISITS
- ❖ 15 VERBAL NOTICE/ DOOR HANGER

12 CITATIONS

- **4-2.02.001 Running at large; allowing dog or cat to suffer**
(b) The owner of any dog shall not allow the animal to be at large within the city limits. Each animal with respect to which there is a violation of this subsection and each day that a violation continues is a separate offense.
- **4-2.02.009 Requirement to microchip.**
 - (a) All dogs or cats in the corporate limits must be equipped with a microchip, as defined herein.
- **4-2.03.001 Vaccination of dogs and cats.** The owner of each dog or cat kept within the city shall have every such dog or cat vaccinated against rabies by the time the dog or cat is four (4) months of age and once each year thereafter. It shall be unlawful for any person to own or keep a dog or cat within the city limits unless the same has been vaccinated against rabies.

NUMBER AND TYPES OF CASES CLOSED

- 14 RUBBISH
- 3 NO PERMIT
- 15 HIGH GRASS
- 2 DISTANCE REQUIREMENTS LIVESTOCK

NUMBER AND TYPES OF CASES OPENED

- 1 RUBBISH
- 2 HIGH GRASS AND WEEDS
- 9 ANIMAL AT LARGE
- 1 FARM ANIMALS DISTANCE REQUIREMENTS
- 2 NO PERMIT

NUMBER OF PERMITS ISSUED AND TYPE

❖ 16 PERMITS

- 3 GARAGE SALE
- 2 BURN
- 1 ACCESSORY BUILDING
- 1 ELECTRICAL
- 1 SOLAR
- 3 FENCE STORM
- 1 COMMERCIAL FENCE
- 1 COMMERCIAL CARPORT
- 2 ROOF STORM
- 1 ELECTRICAL STORM
- 1 SFR ADDITION

INSPECTIONS

❖ 13 TOTAL

- 1 FLATWORK
- 5 BURN
- 3 FEMP
- 1 FRAMING ROUGH

COMMUNITY DEVELOPMENT

AUGUST 2023 REPORT

CODE ENFORCEMENT CASES

- ❖ 64 ACTIVE AT START OF MONTH
- ❖ 23 CLOSED
- ❖ 14 NEW
- ❖ 55 CURRENTLY ACTIVE
- ❖ 9 OFFICE VISITS
- ❖ 10 VERBAL NOTICE/ DOOR HANGER

2 CITATIONS

- ❖ **2- 6.05.002 Specific enumeration.** The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions is hereby declared to be and constitute a nuisance; provided, however, this enumeration shall not be deemed or construed to be conclusive, limiting or restrictive:
 - **(1) Weeds or grass.** Weeds and/or grass or other uncultivated plants, on any premises, which grow in such profusion as to harbor reptiles or rodents, or create a fire hazard; and weeds and/or grass or other uncultivated plants, on any premises, which are permitted to, or do, attain a greater height than twelve (12) inches.

NUMBER AND TYPES OF CASES CLOSED

- 3 NO PERMIT
- 15 HIGH GRASS
- 2 DISTANCE REQUIREMENTS LIVESTOCK
- 3 NO PERMIT

NUMBER AND TYPES OF CASES OPENED

- 1 RUBBISH
- 2 HIGH GRASS AND WEEDS
- 9 ANIMAL AT LARGE
- 2 NO PERMIT

NUMBER OF PERMITS ISSUED AND TYPE

- ❖ **8 PERMITS**
 - 2 GARAGE SALE
 - 3 SOLAR
 - 1 ROOF STORM

- 1 ELECTRICAL STORM
- 1 SFR ADDITION

INSPECTIONS

❖ 6 TOTAL

- 1 FINAL
- 3 SOLAR
- 1 FRAMING ROUGH
- 1 ELECTRICAL



The City of Bruceville-Eddy Rising into the Future

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Eddy, Texas 76524

www.bruceville-eddy.u.s

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

City Administrators Report: 9/28/2023

Tax Rate

At the request of a citizen and Councilmember, I have begun researching the possible financial repercussions associated with offering our citizens an increased homestead exemption. Currently, The City of Bruceville-Eddy offers those over 65 with a \$10,000 exemption. No exemptions are currently offered for homeowners under the age of 65.

Sewer System

We have been touching base with USDA weekly since the end of August and I have been assured that all of our current documentation is under active review.

On Monday September 18th, USDA approved the engineering agreement amendment (Number 3) between the City and Tabor & Associates that was approved by Council on August 1st, 2023.

We had a joint meeting between USDA and Tabor and Associates the morning of 9/21/2023 to discuss engineering design issues with some of the connections to the sewer system. While we were able to get further direction on a good deal of the conflicts, some will require a more in-depth engineering look. Terri is working to set up a meeting with the USDA state office engineering team to get answers to the outstanding questions presented by our Engineer.

BVRT submitted their initial and draft agreement a few weeks ago to which I promptly reviewed and added comments before forwarding to MFM for priority analysis. I then had a phone call with Brad Bullock and Art Rodriguez to discuss the city's needs and considerations. Art has extensive experience in water and wastewater legal work and he will be personally reviewing the agreement. The financial components of the agreement are still being finalized by BVRT staff. I followed up with Jeff on the matter and he pushed their expected timeframe for these documents to the end of September. Jeff has reiterated that everything is open for negotiation at this point.

I also heard from Dan Plietz our bond counsel this past month and I updated him on the status of the sewer project. He is of the opinion that we may want to start considering moving forward with the execution of the certificates of obligation as there is a 45-to-60-day window that will start once we give him the go ahead. I talked this over with the Mayor, and we are



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both of the opinion that the most prudent action is to wait until we have confirmed bidding instructions before considering moving forward with bond execution

Mr. James Tolbert was able to secure a meeting with Congressman Pete Sessions (TX-17) on Saturday September 16th to discuss our sewer system's funding and future timelines. The meeting went very well and the actions and words from his team paint the picture that they are indeed serious about helping us move this project down the road.

I have not heard anything different to make me believe we are no longer tracking for a fall bid of the project.

Water System

Friendly Oaks

On August 30th crews from Wallace Electric arrived to perform some of the remaining work needed at the Friendly Oaks Well Site. The electric meter boxes were moved off the power pole as requested by Heart of Texas CO-OP and placed on a separate rack. Wallace completed the running of wires and installed the surge protector to help mitigate the voltage issues coming into the site before reaching our new VFDs. This has already helped the 'tripping events' Public Works crews have been experiencing so that water from the well keeps flowing as needed!

Wallace has submitted their invoice for everything except for the voltage meter which they have let me know will take some more time as they have to gather all of the materials needed for this custom build. I have informed MRB Group and the Operations Manager, Trey Taylor swung by on 9/22/2023 to inspect the work. After we receive his approval we will get the check to Council for signature.

Alliance Electric is still working on finishing the Sensaphone installation to remote monitor the water levels.

Westridge

We are still awaiting the motor to come in from Franklin before reinstalling the well head at Westridge.

Water Company of America



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The contract with Water Company of America is currently under review by our City Attorney.

Water Model and GIS

MRB engineers have completed the water model. They are still leveraging the model to determine the proposed water main improvements that will be needed along with the preparation of a report and the associated Opinion of Probable Cost. They now plan to wrap everything up by September 29, 2023 and look forward to the opportunity to present the GIS/Study including, the proposed improvements to the council at an October / November Council meeting. City staff have a scheduled meeting with MRB Engineers at the end of September to review the water model before presentation.

Johnny Grady was officially promoted to Public Works Supervisor and an announcement was made to staff at our September staff meeting and employee appreciation luncheon.

Committee Updates

Infrastructure Planning Committee

No recent meetings were held. We are awaiting finalization of hydraulic model and GIS mapping as well as the feasibility study for the proposed new water well in Falls County.

Development

Commercial Activity

We got word this month that Creamy Donuts is closing its doors for good... The Mayor and I reached out to the owner of the property, Mr. Moser to see if he had anyone lined up for a new lease. We then reached out to some local businesses that were looking for space. A deal was then struck between Mrs. Heaven's Childcare Center for the lease of the property. Heaven Grieger and her husband have begun working to get the property to get it up to code for not only the City, but also DSHS, as they provide oversight to childcare facilities. The business hopes to move into this new location and open its doors this Fall.

There are currently no active prospects for the lease of the former Kissing Tree Winery building.

WBW (Fowler Land):



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An application for the rezoning of this property from Single Family-1 to Single Family-3 has been submitted. We are currently working through the legal notice process required by ordinance and state law. We have scheduled the public hearing and this agenda item for a special called council meeting on 10/12/2023. The developer has paid the respective fees for this application and has made their deposit for 'pass thru' fees as well.

KBAR - Eagle Ranch:

Clark and Associates dropped off preliminary plats for the Eagle Ranch subdivision on 8/14/2023. A plat along with a drainage plan has been provided to the Mayor and each Councilmember.

MRB group completed their review of the plats on 8/28/2023. Comments were then sent back over to KBAR for corrections along with a request for additional information.

On 9/6/2023 MRB Group Engineers visited the site to take a firsthand look at some of the current drainage improvements in the area and how these will tie into the proposed subdivision. Both Anthony Beach and Lee Lingenfelter (the reviewing engineer on this project) are taking these findings into their consideration and will make themselves available when the plat comes before Council for any questions.

On 9/12/2023, we received returned comments and revisions from the developer and forwarded these to MRB Group for further review. We are still awaiting the submission of the probable deed restrictions before MRB Group can complete their review of the revised submission.

The preliminary plat has also been sent over to Zane Dunnam the McLennan County Engineer for initial review, to which he takes no exception at this time.

BE Travel Center (Ascent):

We hosted another staff conference with this developer and MRB Group via Zoom on 8/23/2023. New plans have been submitted and we have received returned comments from our engineering team and have forwarded these to the development team.

We have been in regular communication with the engineering team and general contractor on this project and we are diligently working to keep the project and all players on track to move forward by answering inquiries and providing additional direction.

See MRB Group's engineering report for further details.



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CEFCO:

Our second meeting with CEFCO went very well for all parties involved. Guy Slimp joined us this go round and heard concerns regarding the project from BEISD. Everyone is open to continuing conversations and CEFCO and Sensato will move forward with discussions directly with the school district for a potential joint use access agreement for Miracle Lane. They planned on presenting at the district's board meeting on 9/21/2023, but the meeting was pushed to 10/12/2023 due to a scheduling conflict. Hopefully, the project now has enough traction on both ends to move forward to the preliminary plat process.

FM Land Holdings

Trenton Horter, FM Land Holdings, LLC's owner reached out 9/8/2023 for an update on our hydraulic study. He is anticipating our infrastructure upgrades in Falls County and is still actively requesting that his land be in consideration for any upgrade plans that we make for the area.

RV Park – Hodge Road

After receiving Council approval for the purchase of the commercial 3" meter for this new business, it has been brought to my attention that there is a section in our utility agreement that I missed that allows us to charge extra for meter installations that go beyond normal costs to the customer. We will move forward with the installation of this meter in the coming months and charge any costs above the tap fee directly to the customer to recoup our increased installation expenses.

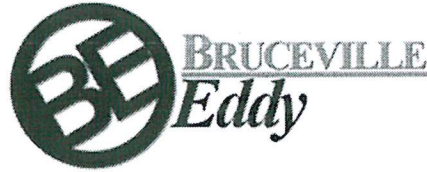
Gene is in the process of collecting the materials and we are planning for a late winter installation, weather depending.

Deer Creek MUD

Development team will be out of town over the next month or so and have indicated that they will touch base with upon return to discuss their water needs further.

Another invoice has been sent their way for 'pass thru' fees associated with the preliminary calculations and a sketch model for a proposal to deliver the MUD water.

They have requested that we hold off on any further planning activities during this time.



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**City Council Workshop
August 1, 2023, 10:00 a.m.
Minutes**

1. Call to Order by Mayor Owens at 10:01 am

Councilmembers present: Richard Prater, Graham McGruer, and Ricky Wiggins.

Absent: Connally Bass, Mayor Pro-Tem and Cecil Griffin

Staff Present: Kent Manton-City Administrator, Pam Combs-City Secretary, Daniell McGruer-Court Clerk, Chief Dorsey, and Esther Moreno-Finance Director

2. Citizen Presentations -

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

None

3. City Administrator’s Presentation of the Proposed 2023-2024 Budget and Tax Rate

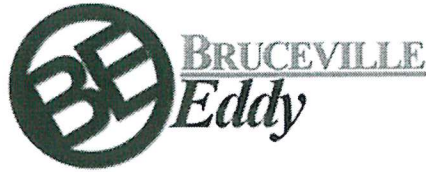
4. Council to Discuss and Consider the Proposed 2023-2024 Budget and Tax Rate

5. Adjournment

Workshop adjourned at 10:35 am.

Linda Owens, Mayor **Date**

Pam Combs, City Secretary **Date**



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**Special Called City Council Meeting
August 1, 2023, 11:00 a.m.
Minutes**

1. Call to Order by Mayor Owens at 11:24 am

Council members: Cecil Griffin, Richard Prater, Graham McGruer, and Ricky Wiggins.

Absent: Connally Bass-Mayor Pro-Tem

Staff Present: Kent Manton-City Administrator, Pam Combs- City Secretary, Daniell McGruer-Court Clerk, Johnny Tabor-Sewer Engineer, Chris Hill-Sewer Engineer,

2. Citizen Presentations

The City Council welcomes public comments at this point on items **not** specifically listed on the agenda. Speakers must sign up before the meeting begins. Speakers are limited to five (5) minutes each. The Council cannot respond to matters not listed on the agenda until a future meeting. **None**

Council Meeting adjourned for the public hearing at 11:28 am

3. Public Hearing - Budget

Council to hear public comments on the proposed budget for the fiscal year 2023-2024 general, economic development corporation, water, and sewer funds.

4. Close Public Hearing - Budget

Public hearing adjourned at 11:28 am and special called city council meeting back in session at 11:29 am.

5. Proposed 2023-2024 Budget

Council to discuss, consider, and take action on any desired amendments to the proposed 2023-2024 budget.
No action taken

6. Wastewater System - Amendments to Owner-Engineer Agreement

Council to discuss, consider, and possibly take action on amendment three to the owner-engineering agreement for the New Wastewater System between the City of Bruceville-Eddy and Tabor and Associates, LLC.

Motion made by Ricky Wiggins to approve amendment 3 for the New Wastewater System between the City of Bruceville-Eddy and Tabor and Associates, LLC, 2nd by Richard Prater, yeas 4, nay 0, absent 1, motion passes.



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7. Approval of Proposed Tax Rate

Council to discuss, consider, and possibly take action to approve the proposed ad valorem taxes for the year 2023 (FY 2023-2024) at a rate of \$0.460000 per one hundred dollars (\$100) assessed valuation on all taxable property within the corporate limits of the City of Bruceville-Eddy as of January 1, 2023.

Motion made by Ricky Wiggins to approve the proposed ad valorem taxes for the year 2023(FY 2023-2024) at a rate of \$0.460000 per one hundred dollars (\$100) assessed valuation on all taxable property within the corporate limits of the City of Bruceville-Eddy as of January 1, 2023, 2nd by Cecil Griffin, yeas 4, nay 0, absent 1, motion passes.

8. Ordering the General Election

Council to discuss, consider, and possibly take action to order the November 2023 general election for two (2) expiring Councilmember seats and one (1) Mayor seat.

Motion made by Graham McGruer to order the November 2023 general election for two (2) expiring Councilmember seats and one (1) Mayor seat. 2nd by Ricky Wiggins, yeas 4, nay 0, absent 1, motion passes.

9. Adjournment

Motion made by Graham McGruer to adjourned the council meeting at 11:36 am, 2nd by Cecil Griffin, yeas 4, nay 0, absent 1, motion passes

Linda Owens, Mayor

Date

Pam Combs, City Secretary

Date



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Sign in Sheet
City Council Workshop and
August 1, 2023, 10:00 am
Special Called City Council Meeting
August 1, 2023, 11:00 am

Name

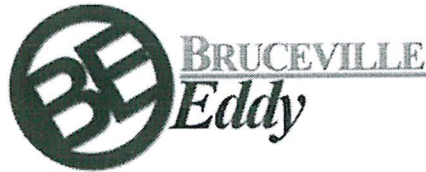
Address

Cherie McGruer

915 Old Moody Rd, Eddy

Jayne McWhorter

604 Eagle Dr



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**Special Called City Council Meeting
August 17, 2023, 6:00 p.m.
Minutes**

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

Councilmembers present: Connally Bass-Mayor Pro-Tem, Graham McGruer, Cecil Griffin, Richard Prater, & Ricky Wiggins

Employees present: Kent Administrator-City Administrator, Danielle McGruer-Court Clerk, and Sergeant Martinez.

2. Citizen Presentations

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

None

3. Ordering Special Election – Economic Development Corporation Type B

Council to discuss, consider, and possibly take action on ordinance 8-17-2023-3 ordering a special election to take place on November 7th, 2023 for the purpose of submitting a proposition to the electors to adopt a local sales and use tax in the city of Bruceville-Eddy at the rate of one quarter of one percent (1/4 cent) to undertake any economic development to promote new or expanded business enterprises and any other projects authorized under the law applicable to a Type B Corporation created under section 505.003, Texas Local Government Code, as amended. **Motion made by Ricky Wiggins to approve Ordinance #8-17-2023-3, 2nd by Richard Prater yeas 5, nay 0, motion passes.**

4. Ordering Special Election – Street Maintenance Sales and Use Tax

Council to discuss, consider, and possibly take action on ordinance 8-17-2023-4 ordering a special election to take place on November 7th, 2023 for the purpose of submitting a proposition to the electors to adopt a local sales and use tax in the city of Bruceville-Eddy at the rate of one quarter of one percent (1/4 cent) to provide revenue for maintenance and repair of municipal streets.

Motion made by Graham McGruer, I move we approve Ordinance #8-17-2023-4, street maintenance sales and uses tax, 2nd by Connally Bass, yeas 5, nay 0, motion passes.

Special called meeting adjourned at 6:17 pm, Public Hearing in session at 6:18 pm.

5. Public Hearing - Budget

Council to hear public comments on the proposed budget for the fiscal year 2023-2024 general, economic development corporation, water, and sewer funds.



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6. Close Public Hearing – Budget

Public Hearing adjourned and Special Called Meeting back in session at 6:18 pm

7. Adoption of the Proposed Fiscal Year 2023-2024 Budget

Council to discuss, consider, and possibly take action to adopt ordinance 8-17-2023-1 adopting the budget for the fiscal year 2023-2024 general, economic development corporation, water, and sewer funds.

This budget will raise more revenue from property taxes than last year's budget by an amount of \$66,900, which is a 16.35 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$14,409.

Motion made by Ricky Wiggins to approve ordinance #8-17-2023-1, 2nd by Richard Prater, yeas 5, nay 0, motion passes.

Special called meeting adjourned and a Public Hearing is in session at 6:24 pm.

8. Public Hearing – Tax Rate

Council to hear public comments on the proposed 2023 tax rate for Fiscal Year 2023-2024.

9. Close Public Hearing – Tax Rate

Public Hearing adjourned and Special Called Meeting back in session at 6:25 pm

10. Adoption of the Proposed Tax Rate for 2023

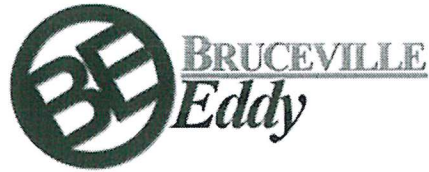
Council to discuss, consider, and possibly take action to adopt ordinance 8-17-2023-2 levying ad valorem taxes for the year 2023 (FY 2023-2024) at a rate of \$0.460000 per one hundred dollars (\$100) assessed valuation on all taxable property within the corporate limits of the City of Bruceville-Eddy as of January 1, 2023. The proposed tax rate would increase total taxes in City of Bruceville-Eddy by 12.88%.

Motion made by Connally Bass, I move that the property tax rate be increased by the adoption of a tax rate of \$0.46 per one hundred dollars (\$100) of valuation, which is effectively a 12.88 percent increase in the tax rate for fiscal year 2023/2024, 2nd by Graham McGruer, yeas 5, nay 0, motion passes.

11. Ratification of Property Tax Revenue Increase

Council to discuss, consider, and possibly take action on ratifying the property tax revenue increase reflected in the annual budget for the fiscal year 2023-2024; beginning October 1, 2023, and ending September 30, 2024.

Motion made by Connally Bass, I move that we ratify the property tax revenue increase reflected in the annual budget for the fiscal year 2023-2024; beginning October 1, 2023, and ending September 30, 2024. 2nd by Cecil Griffin, yeas 5, nay 0, motion passes.



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12. Fence Repairs and Upgrades – Hudson Lane Public Works Facility

Council to discuss, consider, and possibly take action to approve a quote by Cen-Tex Fence for repairs and upgrades to the Public Works Maintenance Facility located at 410 Hudson Lane Eddy, Texas 76524 in an amount not to exceed \$3,600.00 using monies in the FY 2023-2024 budget, work to be authorized and executed after October 1st, 2023.

Motion made by Connally Bass, I move we approve a quote from Cen-Tex Fence for repairs and upgrades to the Public Works Maintenance Facility located at 410 Hudson Lane Eddy, Texas in the amount not to exceed \$3,600.00, 2nd by Richard Prater, yeas 5, nay 0, motion passes.

Per Ricky Wiggins to clarify also that it is using monies from the 2023-2024 budget, and the work is not to be authorized and executed until after October 1, 2023.

13. Adjournment

Motion made by Graham McGruer to adjourn the meeting at 6:35 pm, 2nd by Cecil Griffith yeas 5, nay 4, motion passes.

Linda Owens, Mayor

Date

Pam Combs, City Secretary

Date



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Sign in Sheet
Regular Council Meeting
August 17, 2023, 6:00 pm

Name

Address

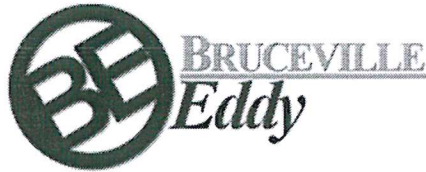
Cherie McGruer

915 Old Moody Rd

Colton Smith

215 Hungry Hill Rd

Royce Wiggins



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**Regular City Council Meeting
August 24, 2023, 6:00 p.m.
Minutes**

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

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

Staff Present: Kent Manton- City Administrator, Pam Combs-City Secretary, Danielle McGruer, Gene Sprouse-Public Works Director, and Chief Dorsey.

2. Community Announcements

The Bruceville-Eddy food bank is needing some volunteers to help with picking up the food and hand it out to citizens.

Also, Chief Dorsey has plans to start Blue Santa. This is where they collect toys, food, and etc. to give out during Christman time.

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. Citizen Request for Consideration – Dorothy Coker

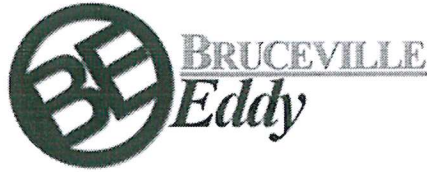
Council to discuss, consider, and possibly take action on a request by Mrs. Dorothy Coker to bale hay on city owned land generally located off Anna Hobbs Lane, and in-between the solar plant, for the purpose of providing hay for her neighboring cattle herd.

Motion made by Ricky Wiggins that we let Dorothy Coker bale hay on city owned land located off Anna Hobbs Ln, 2nd by Richard Prater, yeas 5, nay 0, motion passes.

5. Water Company of America Contract

Council to discuss, consider, and possibly take action on a contract with Water Company of America for the provision of services that will include data analysis and field investigation of the City of Bruceville-Eddy's water system and billing software to search for missed billing opportunities with the end goal of increasing revenue and reducing water loss.

Motion made by Ricky Wiggins, I make a motion that we send the contract from the Water Company of America to our city attorney for review and contact current and pass clients, bring back contract and findings from reference checks to the council for further consideration, 2nd by Connally Bass, yeas 5, nay 0, motion passes.



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6. SAMCO Capital - Presentation on Municipal Debt and Financing Related Considerations

Council to hear a presentation from Andrew Friedman, Senior Managing Director with SAMCO Capital on Municipal Debt and Financing Related Considerations.

No action taken

7. Police Chief's Report – Chief Michael Dorsey

Police Department Activity Report: July 1, 2023 – July 31, 2023

Calls for service: Total 147; Arrest, Offense, Incident Reports: Total 11; Crash Reports: Total 6;

Crash Reports: Total 6; Citations & Warnings: total 175

Citations Total: 116; Warnings total: 59

Police Department Activity Report: July 1, 2023 – July 31, 2023

Security Checks: 167

School Zone Enforcement: 0

Neighborhood Patrol: 148

Directed Traffic Enforcement: 52

8. Public Works Director's Report – Gene Sprouse

Fix 9 leaks

9. Engineering Reports

See attachments "A"

10. Court Administrator's Quarterly Report

11. City Administrator's Report – Kent Manton

City Administrators Report: 8/24/2023

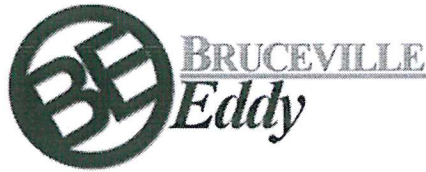
Chapter 54 Case Update

Our petition has been finalized and was on track to be submitted this past week. However, on 8/11/2023 we were informed that the property has gone under contract with a potential buyer, much to our surprise. We have consulted with the City Attorney on the matter, and he has advised us to hold off on filing the petition until we gain more information on the status of the sale to mitigate unnecessary costs to the City.

Delinquent Property Taxes

In response to a several inquiries regarding delinquent property tax accounts, I had requested a report from our engaged legal team for these matters, McCreary, Veselka, Bragg, and Allen, P.C. (MVBA).

Mr. Robert Meyers serves as our lead attorney for these matters and has created the following report for the Council's review, which has been attached to my report as 'Attachment A'.



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Overall, we have a collection rate for property taxes just below 100% and with interest and penalties applied to the past due accounts we end up collecting a bit more than was originally due in the long run.

Sewer System

Sewer: I touched base with Terri Chenoweth last on 7/27/2023. She is still expecting to get all of our submitted documentation reviewed this week or next.

Tabor and Associates submitted the signed engineering amendment to USDA on 8/1/2023. It is still under review, and we do hope to get approval soon. Johnny and his team are still working through the 600 plus connections on our system for any potential conflicts with original plan designs. Johnny is expecting finalization by 8/24/2023 and will send the documents to the City and USDA for review and in preparation to resolve the remaining issues.

We received a request for information from the TCEQ on our recently submitted wastewater discharge permit renewal. Johnny has informed me that they responded to this inquiry and has not yet heard anything back.

Staff, Council, and representatives from Lorena made our way down to Umland, Texas earlier this month for a tour of a membrane style WWRF installed and operated by BVRT subsidiaries. The tour was very informative and showcased what a potential partnership between the City of Bruceville-Eddy and BVRT might look like. The plant services the East side of Kyle as well as Umland via the Countyline SUD. The plant was up and running in a record pacing nine months to coincide with a desperately needed elementary school building that services the areas' exponential residential growth.

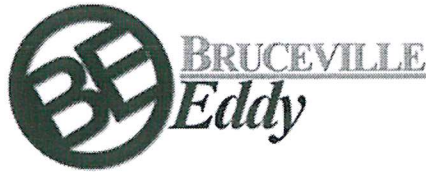
Here is a link to the Plum Creek website for more information: <https://www.plumcreekutility.com/about/>

Jeff Caldwell called this past Friday to let me know he is shooting for mid-August for the submission of the BVRT contract proposal.

Bottom-line, we are still on track for the fall bidding of the sewer system project as of today's date and we should be able to start considering the meat of BVRT's proposal within the month.

Water System

On 8/1/2023 water service was finally back up and running at the Friendly Oaks wellsite! The contractor has completed the installation of all VFDs for all pumps and only has a few more wiring tasks left to tend to. Once repairs have been completed and we receive an invoice, we will be engaging with MRB Group to perform a final inspection of the site to ensure that everything that was requested has been installed for the future protection of the well.



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The well head has already had numerous surging events that have resulted in a 'tripping event' since installation. This confirms our original theories that the distribution system was at fault for our issues. We are working with Wallace to help dial in the VFDs further.

On this note, I believe a few Council meetings back I recommended using these electrical upgrades under our CLRF grant funding to ensure we are working the process and getting our funding before it expires. After reviewing the TDEM funding manual further with Esther, we are of the belief that we need to reserve all this money for a single project to better assist with accounting and ensuring we meet all of the many requirements this funding opportunity has placed upon us.

We are still awaiting the motor to come in from Franklin before reinstalling the well head at Westridge.

Gene, Johnny G., and I attended the TCEQ Public Drinking Water Conference in Austin this month where we learned a great deal on upcoming rule changes pertaining to lead and copper as well as emergency back-up requirements for water systems. This free conference was worth every penny! Johnny and Gene both were able to earn CEUs for their water and wastewater licenses as well. We also learned about some programs offered by other organizations that can help us with system funding for aging pipes, leak detection and water loss, and asset management.

Street Repairs

After several months of making reports to TXDOT, we have finally seen some significant process to repair the reoccurring pothole on Exit 315 correctly. Whoop!

We have been searching for a contractor willing to handle the road repair on F.M. 107/3RD Street and finally received a quote from Lone Star Paving out of Belton this past week. The quote will be included on the 8/24/2023 Council Agenda for consideration. TXDOT Engineering has approved the quote specs meet their standards.

Speaking of TXDOT, we received an unexpected letter from them this past week giving us priority to purchase some of their unneeded land along I-35. This property seems all but useless for the time being, but I could potentially see it being a site for a future water or wastewater conveyance appurtenance. I contacted Tabor and Associates on the matter, and he seemed to share the opinion contingent on what the costs for the survey and closing would run.

The County is preparing another ILA for your review for the street overhaul of Hungry Hill. Justin Cross ran by again to verify the length. He did make it another point to mention that this overhaul will only be temporary in nature, likely to last a couple years. Chip sealing is only meant for normal vehicle traffic, not loaded 18-wheelers. I touched base with Helena this past week and they are still using the main gate off HWY 7 as their primary entrance for truck traffic except for afterhours deliveries/pickups. The gate has been left open some



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during the day this past month, but this has been due to a construction project they have going on at the plant.

We received another round of Rock Asphalt this past week and our guys have hit the streets to get some of our potholes filled in along Eagle, Franklin, among others that have been reported to us over the past few weeks.

Committee Updates

Infrastructure Planning Committee

No recent meetings were held. We are awaiting finalization of hydraulic model and GIS mapping as well as the feasibility study for the proposed new water well in Falls County.

Development

WBW (Fowler Land):

Ian Cochran and I touched base this week. He requested an update on the hydraulic analysis as well as the sewer project, to which I obliged. His firm is going to start the rezoning process for this piece of land to transition from the current SF-1 designation to the desired SF-3 designation which is needed for the amount of homesites they are seeking to plat on the property down the road. We are currently awaiting the zoning change application, associated fee, and pass thru fee deposit to officially begin working on this development.

CREED:

I sent an e-mail to the owners of Creed 8/7/2023 asking for an update on this development.

KBAR - Eagle Ranch:

On 8/14/2023 I received the submission of a set of ten (10) preliminary plats for the Eagle Ranch development. There was however no inclusion of a plat application or the payment of the previously due staff conference fee.

I sent a follow-up e-mail to the engineering firm and developer with instructions on their required next steps including the steps needed to get the plat to a status of 'administratively complete' to which they have completed.

We are planning for a Special Called Council meeting in mid-September for your consideration of the preliminary plat.



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BE Travel Center (Ascent):

The payment for the construction plan review was received and processed (pass thru fee) on 8/8/2023. Additionally, we received e-mails this week that seem to indicate that the developer believes they have responded to our construction plan comments, although MRB Group nor the City have received anything to date. I will be recommending that we establish another staff conference to help alleviate any communication issues we might be having.

We are still waiting on the developer/engineer to throw out some proposed dates for a potential meeting.

CEFCO:

The Mayor and I met with BEISD Superintendent Kilgore, Board President Duty, Vice President Tindell, and Board member Murrey this past Monday to discuss current development in the area and how that may impact their district. We also requested and received a warm reception for the joint promotion of Savvy Citizen to begin the new school year. We have dropped off enough flyers for all students to have a handout included in their welcome packets.

Our main topic of the day was of course Miracle Lane and the pending CEFCO project. We gave them our best pitch and asked them to reconsider letting CEFCO use the road. It is still my opinion that this project will benefit all parties today, and into the future. They are open to continuing discussions and have given the go ahead to set up a meeting later this month that will include the City, ISD, and representatives from CEFCO.

FM Land Holdings

Trenton Horter, FM Land Holdings, LLC's owner reached out 8/1/2023 for an update on our hydraulic study. He is anticipating our infrastructure upgrades in Falls County and is still actively requesting that his land be in consideration for any upgrade plans that we make for the area.

RV Park – Hodge Road

The property owners of 199 Hodge Road are starting to lay the groundwork for the establishment of an RV Park. They have received an engineer approved water meter feasibility study for their request that requires a 3" meter installation. Pam is currently in talks with the owner, and they have informed us that they are planning for approximately 60 pad sites to go up in phases beginning at some point in 2024.



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Deer Creek MUD

We are actively working to set up a second meeting to discuss some of the initial engineering calculations and estimates that were created for the MUD by their engineering firm and how that might play into our long-term planning.

Joe Birdwell has informed me however, that while they remain committed to working with the City on potential infrastructure partnerships, they have made the decision to move forward with applying for a discharge permit for wastewater with the TCEQ.

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 July 27, 2023 City Council Meeting.

B. Finances – July 2023

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

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

C. Commercial Meter Purchase

Council to discuss, consider, and possibly take action to approve the purchase of a three-inch commercial meter to be installed for Mr. Hunter Mueller at 199 Hodge Road Eddy, Texas 76524, as advised by our engineering firm in the amount of \$2,815.00.

D. Donation Acceptance

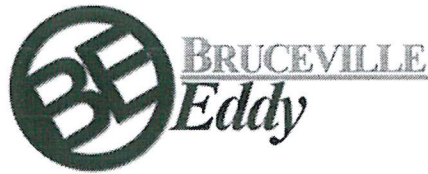
Council to discuss, consider, and possibly take action to approve the acceptance of a \$5.00 donation to the City of Bruceville-Eddy utility relief fund by an anonymous donor.

Motion made by Connally Bass to approve consent agenda items A, B (i) (ii), C, and D, 2nd by Richard Prater, yeas 5, nay 0, motion passes.

Council meeting adjourned at 7:36 pm and public hearing in session at 7:36 pm

13. Public Hearing – Texas Municipal Retirement System Plan Change

Council to hear public comments on a proposed change to the City's retirement system plan to reduce retirement eligibility from 25 years of service at any age to 20 years of service at any age.



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14. Close Public Hearing – Texas Municipal Retirement System Plan Change

Public Hearing adjourned at 7:36 pm and Council meeting back into session at 7:36 pm

15. Texas Municipal Retirement System Plan Change

Council to discuss, consider, and possibly take action on ordinance 8-24-2023-2; adopting a change for the City's retirement system plan that will reduce the retirement eligibility for employees from 25 years of service at any age to 20 years of service at any age.

Motion made by Ricky Wiggins to approve ordinance 8-24-2023-2, 2nd by Connally Bass, yeas 5, nay 0, motion passes.

16. Road Repair – 3rd Street

Council to discuss, consider, and possibly take action on the estimate necessary to repair 3rd Street (FM 107) located generally at the interception of Temple Street by Lone Star Paving in an amount not to exceed \$5,000 using monies in the FY 2023-2024 budget, work to be authorized and executed after October 1st, 2023.

Motion made by Ricky Wiggins, I make a motion we have Temple Street/3rd St (FM 107) repaired by Lone Star Paving not to exceed \$5000.00 using monies in the FY 2023-2024 budget, work to be authorized and executed after October 1st, 2023. 2nd by Graham McGruer, yeas 5, nay 0, motion passes

17. Repeal of Minor Curfew Ordinance

Council to discuss, consider, and possibly take action on ordinance 8-24-2023-1; repealing the curfew for minors established in Chapter 8, Article 8.02 of the City of Bruceville-Eddy Code of Ordinances

Motion made by Connally Bass, I move we approve to repeal Chapter 8, Article 8.02 of the City of Bruceville-Eddy Code of Ordinances and this is a curfew for minors, 2nd by Graham McGruer, yeas 5, nay 0, motion passes.

18. Interlocal Agreement for Street Repairs

Council to discuss, consider, and possibly take action to approve the City Administrator to enter into an interlocal cooperative agreement with McLennan County for the purpose of authorizing McLennan County Precinct 1 – Road and Bridge crews to reclaim, setup, prime, and chip seal named streets in an estimated amount of \$3,600, as approved in the FY 2022-2023 adopted budget.

Motion made by Connally Bass, I move that we approve the City Administrator to enter into an interlocal agreement with McLennan County for the purpose of authorizing McLennan County Precinct 1 – Road and Bridge crews to reclaim, setup, prime, and chip seal Hungry Hill Rd approximately 575 ft, for up to \$3,600, as approved in the FY 2022-2023 adopted budget. 2nd by Cecil Griffin, yeas 5, nay 0, motion passes.

Council Meeting adjourned at 7:50 pm and Public Hearing in session at 7:50 pm

19. Public Hearing – Drought Contingency Plan

Council to hear public comments on the City's current drought contingency plan.

James Tolbert spoke regarding drought



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20. Close Public Hearing – Drought Contingency Plan

Public Hearing adjourned at 8:05 pm, Council meeting back in session at 8:06 pm

21. Drought Contingency Plan Changes

Council to discuss, consider, and possibly take action on changes to the current City of Bruceville-Eddy municipal water system drought contingency plan.

Motion by Ricky Wiggins for the city administrator to research this and come back to the council with some updates for the contingency plan, omitting the hose end sprinklers from being prohibited to use, 2nd by Richard Prater, yeas 5, nay 0, motion passes.

22. Land Acquisition – State of Texas Owned Property

Council to discuss, consider, and possibly take action on the potential sale of State-Owned Property that has been offered to the City after being designated by TXDOT as no longer needed for State highway purposes.

Motion made by Cecil Griffin to let Tx Dot know we are interested in the property, 2nd by Richard Prater, yeas 5, nay 0, motion passes

23. Adjournment

Motion made by Richard Prater to adjourned the meeting at 8:24 pm, 2nd by Connally Bass, yeas 5, nay 0, motion passes

Linda Owens, Mayor

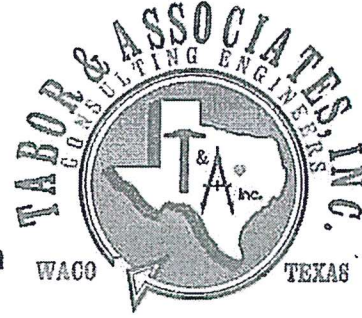
Date

Pam Combs, City Secretary

Date

**City of Bruceville-Eddy
Engineer's Report on New Wastewater System**

Prepared on 7-20-2023



1. USDA Rural Development – New Wastewater System:

General Information:

The City and our office received an email from Terri Chenoweth (USDA RD) on July 10 that stated the BABA requirements could be waived for this project if any additional funding that may be required from USDA RD is secured by June 20, 2024. This means any additional required funding cannot be determined until construction bids are received. The project should be bid by the end of this year to possibly have opportunity for USDA RD grant funds and to meet the waiver requirements.

City Certification of Sewer Service Connections:

As we reported to the City Council last month, one of the USDA RD requirements (per USDA RD meeting of May 25) is City certification of the number of customer sewer connections before bidding the project.

Tabor & Associates, Inc. received on June 22 the City's list of 622 customer connections.

To date, we have:

- a. Verified all 622 properties using McLennan County Appraisal District
- b. Located the proposed sewer service for each property on the Customer Sewer Lines construction plans (68 plan sheets)
- c. Identified 72 customer sewer connections conflicts

Our office will proceed with resolution to the 72 conflicts which will include mapping, field survey reconnaissance and redesigns. We will submit an amendment to the Engineering Agreement to the City after draft review by USDA RD.

2. TCEQ Discharge Permit Renewal:

The City received a letter dated June 21 from TCEQ declaring the Discharge Permit administratively complete. The letter also included instructions for the City to publish the required Notice of Receipt of Application and Intent to Obtain Permit.



July 20, 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 June 16, through July 20th, 2023.

DEVELOPMENT REVIEW

1. Rajan Plaza / Travel Center – The review and comment creation for this project is complete. A comprehensive list of comments was forwarded to RSK Engineering by City staff. The developer requested a meeting with staff and MRB to discuss comments and develop path forward. The developer has not yet contacted MRB as of the date of this letter.

2. Shady Shores Estates Addition, Lot 102 – We completed our review and developed comments for this development on July 19, 2023. It was unclear as to the developer submitting plat as a Preliminary Plat or Replat. The validity of the comments is dependent upon the plat submission status.

WATER METER FEASIBILITY

1. 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.

2. Medrano Horseshoe Bend – Meter feasibility. We completed the meter feasibility on June 16, 2023. In summary, we did not recommend approval of the proposed meter without system improvements. The denial was based on inadequate main diameter to support existing customers connected to the main. The customer requested that we provide an Engineering Cost Estimate for the recommended improvements. MRB visited the site on July, 19 2023 to review the meter location and to determine a

conceptual route and necessary system upgrades to support the proposed meter. The cost estimate is under development and will be forward to City as soon as possible.

3. Kraig Fields – Meter Feasibility. We completed this analysis on June 16, 2023. The proposed meter will be connected to an existing 4" main. The existing main contains adequate pressure and capacity to support this residential meter. We recommended approval of this meter installation.

4. Valerie Dawson – Meter Feasibility. We completed this analysis July 19, 2023. The proposed meter will connect to an existing 6" main. The existing main contains adequate pressure and capacity to support this residential meter. We recommended approval of this meter installation.

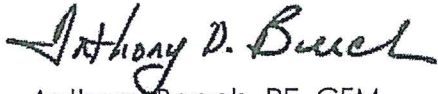
GENERAL DISCUSSION ITEMS

1. The GIS/ Water Model Contract was approved and is underway. We anticipate that the new online GIS will be available for staff access review on August 02, 2023. The new water distribution model is under development. We estimate that the model is approximately 30% complete and we are anticipating completion in late August of 2023 a few months ahead of schedule. We understand that the City wishes to focus our efforts on recommending improvements for the low-pressure areas within Falls County. We will determine / verify the needed improvements from the completed model. We will prepare exhibits for the improvements and develop associated cost estimates as part of this project.

2. New Water Well: MRB performed a site visit on June 23, 2023 to evaluate (3) potential well sites. We were accompanied by City staff to all three sites. MRB eliminated one of the sites due to floodplain and drainage issues. MRB contacted a hydro-geologist and has requested a Preliminary Hydro-Geology proposal to evaluate the remaining (2) potential well sites. The hydro-geologist proposal will be forwarded to City for approval prior to authorizing investigation. The next steps include selecting final site, and approving a MRB proposal to move forward with final design. We anticipate 18-month project timeline from design authorization to production of new well water.

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

Sincerely,



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



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Sign in Sheet
Regular Council Meeting
August 24, 2023, 6:00 pm

Name

Address

Dottie Coker

843 W. 3rd

Brian Madison

Lee Brown Dr.

Shane Swartz

WCA - Houston

Rick & Cindy Edmiston

EDDY, TX

Cherie McGrue

915 Old Moody Rd

Colton Smith

215 Neungy Hill

Laura McBeth

604 Eagle Dr



COUNCIL MONTHLY FINANCIAL SUMMARY FOR AUGUST 2023

Summary of Funds

General Fund

Account Name	Beginning Balance	Total Deposits	Total Withdraws	Ending Balance
MOODY GENERAL CHECKING	\$ 138,282.01	\$ 91,569.93	\$ (178,972.16)	\$ 50,879.78
MRLA PROPERTY TAX	\$ 29,719.21	\$ 4,361.45	\$ (255.65)	\$ 33,825.01
MUNICIPAL COURT TECH/BLDG FUND	\$ 11,697.41	\$ -	\$ (3,737.25)	\$ 7,960.16 ***
CITY INVESTMENT	\$ 107,834.81	\$ 343.97	\$ -	\$ 108,178.78
GRANT FUND	\$ 661.89	\$ -	\$ -	\$ 661.89 ***
GRANT FUND INVESTMENT	\$ 433,633.03	\$ 1,383.20	\$ -	\$ 435,016.23 ***
ASSET FORFEITURE	\$ 81.77	\$ -	\$ -	\$ 81.77 ***
MRLA INVESTMENT	\$ 2,618,605.92	\$ 8,352.83	\$ -	\$ 2,626,958.75
CDBG GRANT	\$ -	\$ -	\$ -	\$ - ***
IRS TREASURY ASSET FORFEITURE	\$ 27.09	\$ -	\$ -	\$ 27.09 ***
IRS ASSET FORFEITURE INVESTMENT	\$ 203,700.59	\$ 649.75	\$ -	\$ 204,350.34 ***
FUND 10 TOTAL	\$ 3,544,243.73	\$ 106,661.13	\$ (182,965.06)	\$ 3,467,939.80

Water Fund

Account Name	Beginning Balance	Total Deposits	Total Withdraws	Ending Balance
WATER SUPPLY-MOODY CHECKING	\$ 276,396.30	\$ 216,234.32	\$ (301,586.26)	\$ 191,044.36
SECURITY DEPOSIT	\$ 44,467.21	\$ 967.00	\$ (1,105.75)	\$ 44,328.46 **
#729 CD UTILITY IMPROVEMENT-INVESTMENT	\$ 62,452.80	\$ 199.21	\$ -	\$ 62,652.01
UTILITY BILL RELIEF	\$ 411.03	\$ -	\$ (411.03)	\$ - **
2011 IMPROVE REVE BOND-INTEREST & SINKING FUND	\$ 56,537.83	\$ 6,224.00	\$ -	\$ 62,761.83 **
PETTY CASH	\$ 200.00	\$ -	\$ -	\$ 200.00
2011 IMPROVE REVE BOND-RESERVE FUND	\$ 71,524.67	\$ -	\$ -	\$ 71,524.67 **
WATER REFUND BOND	\$ -	\$ -	\$ -	\$ -
2013 IMPROVEMENT BOND-INTEREST & SINKING FUND	\$ 106,052.20	\$ 12,800.00	\$ -	\$ 118,852.20 **
2013 IMPROVEMENT REVENUE BOND-RESERVE FUND	\$ 5,110.08	\$ -	\$ -	\$ 5,110.08 **
#166 IMPROVEMENT REV BOND-RESERVE INVESTMENT	\$ 170,459.35	\$ 543.73	\$ -	\$ 171,003.08 **
2011 REFUND REVENUE BOND-RESERVE FUND	\$ 37,913.26	\$ -	\$ -	\$ 37,913.26 **
2011 REFUND REVE BOND-INTEREST & SINKING FUND	\$ 27,843.73	\$ 3,068.00	\$ -	\$ 30,911.73 **
2015 COMBINATION TAX & REV-INTEREST & SINKING	\$ 32,692.86	\$ 3,895.00	\$ -	\$ 36,587.86 **
#522 COBE WATER SUPPLY INVESTMENT	\$ 1,971,082.53	\$ 106,359.29	\$ -	\$ 2,077,441.82
FUND 50 TOTAL	\$ 2,863,143.85	\$ 350,290.55	\$ (303,103.04)	\$ 2,910,331.36

Summary

	Beginning Balance	Total Deposits	Total Withdraws	Ending Balance
General Fund Totals	\$ 3,544,243.73	\$ 106,661.13	\$ (182,965.06)	\$ 3,467,939.80
Water Fund Totals	\$ 2,863,143.85	\$ 350,290.55	\$ (303,103.04)	\$ 2,910,331.36
Total			\$ 6,378,271.16	

General Fund: Fund Balance

Restricted fund balance	\$ 648,097.48 ***
Unrestricted Fund Balance	\$ 2,819,842.32
TOTAL	\$ 3,467,939.80

Water Fund: Fund Balance

Restricted Fund Balance	\$ 578,993.17 **
Unrestricted Fund Balance:	\$ 2,331,338.19
TOTAL	\$ 2,910,331.36

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

Esther Moreno, Finance Director

SUBMITTED BY: 9/21/23 Director of Finance

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

Modified
Revenue & Disbursements
August 2023

AUGUST 2023

City: Revenues & Disbursements

Pg.1

#1 10-00-5010 Received payments for developers invoices

Pg.2

#2 10-10-6006 employee back on insurance(3 instead of 2) & new rates started

#3 10-10-6102 Finance Legislative Update

#4 10-10-6160 Fire extinguishers for buildings/vehicles. Savvy Citizen Flyers

#5 10-10-6201 New ordinance 54 pages

#6 10-10-6202 Ordinances, platting, annexation, Franchise fees communications

#7 10-10-6203 Includes meeting with developers, plat review

#8 10-10-6209 & 6212 Last quarterly payment of fiscal year

#9 10-10-6414 Incode Annual software maintenance fee

#10 10-10-6421 2 months of invoices(July & August). July financials approved before invoices

#11 10-10-6517 Monthly building cleaning

Pg.3

#12 10-20-6002 School started

#13 10-20-6006 New rates started

Pg.4

#14 10-20-6421 2 months of invoices(July & August). July financials approved before invoices

#15 10-20-6709 Check up/Vaccines

Pg.6

#16 10-30-6421 2 months of invoices(July & August). July financials approved before invoices

#17 10-30-6426 1 extra roll off for the month

#18 10-30-6609 & 6611 Street Repair by County

Pg.7

#19 10-40-6421 2 months of invoices(July & August). July financials approved before invoices

#20 10-40-6701 Includes Incode annual maintenance software fee

Water: Revenues & Disbursements

Pg.1

#1 50-00-6006 New rates started

Pg.2

#2 50-00-6107 3 pairs of boots

#3 50-00-6414 Incode annual software maintenance fee

#4 50-00-6421 2 months of invoices(July & August). July financials approved before invoices

#5 50-00-6423 2 months of invoices(July & August). July financials approved before invoices

#6 50-00-6605 Backhoe tube assembly, pins, retainer

Pg.3

#7 50-00-6682 95% Water System GIS & Water Model

#8 50-00-6700 Friendly Oaks Well back on- Over our minimum

#9 50-00-6701 Friendly Oaks Well back on

#10 50-00-6702 Friendly Oaks Well back on

#11 50-00-6706 4 tank and 2 tower inspections

#12 50-00-6717 2 months of invoices(July & August). July financials approved before invoices

#13 50-00-6816 Applied to customer

9/21/2023 I acknowledge that the reports are accurate to the best of my knowledge at the date and time the reports were printed.



10 -GENERAL FUND

ACCT NO#	ACCOUNT NAME	PRIOR YEAR AUGUST ACTIVITY	CURRENT YEAR JULY ACTIVITY	CURRENT YEAR AUGUST ACTIVITY	\$ CHANGE	BUDGET	YTD ACTUAL	BUDGET BAL.
REVENUES								
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FEES								
10-00-5002	FRANCHISE FEE REVENUE	8,095.25	10,019.01	2,581.21 (7,437.80)	60,000.00	58,088.23	1,911.77
10-00-5003	BUILDING PERMITS	0.00	2,216.50	1,195.00 (	1,021.50)	10,000.00	21,992.98 (	11,992.98)
10-00-5004	PERMIT FEES	2,765.00	20.00	10.00 (	10.00)	1,000.00	2,550.00 (	1,550.00)
10-00-5005	TOWER LEASE	300.00	350.00	300.00 (	50.00)	3,600.00	3,500.00	100.00
10-00-5007	PROPERTY LEASE	0.00	0.00	0.00	0.00	2,000.00	135.00	1,865.00
10-00-5008	OPEN RECORDS	0.00	24.45	0.00 (	24.45)	150.00	142.85	7.15
10-00-5009	POLICE REPORTS	39.00	24.00	106.00	82.00	500.00	209.00	291.00
10-00-5010	DEVELOPMENT FEES #1	0.00	850.00	6,758.00	5,908.00	0.00	10,122.00 (	10,122.00)
10-00-5042	MISC. INCOME CITY	9.00	910.58	0.00 (	910.58)	600.00	1,491.83 (	891.83)
10-00-5047	DA SEIZE ASSETS	0.00	0.00	0.00	0.00	2,000.00	0.00	2,000.00
10-00-5049	SRO REIMBURSEMENT INCOME	0.00	9,047.86	0.00 (	9,047.86)	0.00	41,513.22 (	41,513.22)
10-00-5061	REAL PROPERTY/FIXD 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	11,208.25	23,462.40	10,950.21 (	12,512.19)	330,628.00	145,845.11	184,782.89
TAXES								
10-00-5100	PROPERTY TAX REVENUE	1,433.66	5,377.49	4,105.80 (	1,271.69)	409,100.00	411,072.88 (	1,972.88)
10-00-5101	SALES TAX REVENUE	10,737.49	10,254.09	11,661.20	1,407.11	100,000.00	119,024.82 (	19,024.82)
	TOTAL TAXES	12,171.15	15,631.58	15,767.00	135.42	509,100.00	530,097.70 (	20,997.70)
COURT								
10-00-5500	FINES INCOME	16,030.39	20,993.15	27,999.65	7,006.50	250,000.00	196,819.37	53,180.63
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	4.20	6.10	7.50	1.40	100.00	58.60	41.40
10-00-5504	TIME PAYMENT REIMBURSEMENT FEE	97.50	127.00	135.00	8.00	1,000.00	1,254.66 (	254.66)
10-00-5505	OMNI REVENUE	92.00	116.00	168.00	52.00	1,500.00	1,168.00	332.00
10-00-5510	FINES COURT TECH FUND	252.00	328.00	412.00	84.00	3,500.00	3,116.90	383.10
10-00-5520	FINES COURT BLDG/SECURITY FUND	268.80	361.90	467.30	105.40	3,500.00	3,464.30	35.70
10-00-5525	JUVENILE CASE MANAGER FUND	319.10	410.00	522.50	112.50	4,000.00	3,901.60	98.40
	TOTAL COURT	17,063.99	22,342.15	29,711.95	7,369.80	265,600.00	211,818.57	53,781.43
OTHER FINANCING SOURCES								
10-00-5902	INTEREST INCOME	4,529.85	10,695.57	10,729.75	34.18	18,000.00	98,622.16 (	80,622.16)
	TOTAL OTHER FINANCING SOURCES	4,529.85	10,695.57	10,729.75	34.18	18,000.00	98,622.16 (	80,622.16)
	TOTAL REVENUES	44,973.24	72,131.70	67,158.91 (4,972.79)	1,123,328.00	986,383.54	136,944.46

EXPENDITURES

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ADMINISTRATION

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10 -GENERAL FUND

ACCT NO#	ACCOUNT NAME	PRIOR YEAR AUGUST ACTIVITY	CURRENT YEAR JULY ACTIVITY	CURRENT YEAR AUGUST ACTIVITY	\$ CHANGE	BUDGET	YTD ACTUAL	BUDGET BAL.
OFFICE PERSONNEL-SUPPORT								
10-10-6000	SALARIES	12,600.18	9,000.00	6,000.00 (	3,000.00)	78,000.00	72,276.12	5,723.88
10-10-6001	HOURLY	5,008.29	9,730.02	6,486.69 (	3,243.33)	84,330.00	77,969.16	6,360.84
10-10-6004	MEDICARE	252.21	266.05	175.14 (	90.91)	2,400.00	2,117.64	282.36
10-10-6006	HEALTH INSURANCE #2	421.16	1,466.88	2,070.86	603.98	17,650.00	16,672.51	977.49
10-10-6007	DENTAL INSURANCE	0.00	51.48	95.61	44.13	600.00	584.79	15.21
10-10-6008	TMRS	963.18	915.90	610.60 (	305.30)	8,000.00	7,564.86	435.14
10-10-6014	EFT/ACH FEE	27.00	27.00	18.00 (	9.00)	250.00	229.12	20.88
	TOTAL OFFICE PERSONNEL-SUPPORT	19,272.02	21,457.33	15,456.90 (	6,000.43)	191,230.00	177,414.20	13,815.80
TRAVEL TRAINING UNIFORMS								
10-10-6102	TRAINING #3	125.00	0.00	150.00	150.00	1,500.00	1,060.00	440.00
10-10-6104	MILEAGE & VEHICLE REIMBURSE	102.50	47.55	0.00 (	47.55)	1,000.00	550.70	449.30
10-10-6160	MISC EXPENSE #4	30.00	0.00	1,008.00	1,008.00	1,800.00	1,341.98	458.02
	TOTAL TRAVEL TRAINING UNIFORMS	257.50	47.55	1,158.00	1,110.45	4,300.00	2,952.68	1,347.32
ADMINISTRATIVE COST								
10-10-6201	FRANKLIN LEGAL #5	395.00	0.00	1,095.00	1,095.00	2,000.00	3,970.37 (	1,970.37)
10-10-6202	ATTORNEY FEES #6	462.50	2,588.93	2,588.00 (	0.93)	25,000.00	14,380.13	10,619.87
10-10-6203	ENGINEERING #7	0.00	1,817.50	3,332.50	1,515.00	500.00	9,030.00 (	8,530.00)
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	705.00	515.00	0.00 (	515.00)	2,000.00	4,375.28 (	2,375.28)
10-10-6207	MEMBERSHIP DUES	248.59	210.67	0.00 (	210.67)	1,000.00	913.17	86.83
10-10-6209	PUBLIC HEALTH DISTRICT #8	1,145.48	0.00	1,059.75	1,059.75	4,700.00	4,239.00	461.00
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 #8	815.77	0.00	942.80	942.80	4,000.00	3,771.20	228.80
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	3,930.40	5,132.10	9,018.05	3,885.95	47,534.00	48,694.26 (	1,160.26)
OPERATING								
10-10-6410	OFFICE SUPPLIES	147.66	171.37	0.00 (	171.37)	1,500.00	1,747.54 (	247.54)
10-10-6411	COPIES/PRINTING	0.00	0.00	0.00	0.00	150.00	210.17 (	60.17)
10-10-6412	POSTAGE, FREIGHT & DELIVERY	50.00	16.53 (	1.50)	18.03)	500.00	320.02	179.98
10-10-6413	IT SYSTEM SUPPORT EXTRACO	519.26	378.66	428.66	50.00	4,600.00	4,439.89	160.11
10-10-6414	IT SYSTEM SUPPORT TYLER #9	0.00	0.00	3,358.60	3,358.60	3,500.00	3,358.60	141.40
10-10-6415	COMPUTER/SOFTWARE	1,920.00	0.00	0.00	0.00	3,000.00	0.00	3,000.00
10-10-6416	ADVERTISING & LEGAL NOTICES	627.33	53.47	142.59	89.12	1,000.00	1,593.49 (	593.49)
10-10-6418	TELEPHONE SERVICES	165.02	92.96	92.96	0.00	1,200.00	1,024.72	175.28
10-10-6419	CELL PHONES	78.24	37.99	37.99	0.00	1,200.00	417.89	782.11
10-10-6420	INTERNET SERVICES	0.00	30.16	30.15 (	0.01)	500.00	331.69	168.31
10-10-6421	ELEC-BUILDING. & STREET LIGHTS #10	1,383.87	102.84	2,732.09	2,629.25	17,000.00	15,393.09	1,606.91
10-10-6422	OFFICE MACHINES LEASE	161.25	0.00	0.00	0.00	600.00	387.00	213.00
10-10-6425	OFFICE MACHINES-PROPERTY TAX	41.38	0.00	0.00	0.00	100.00	10.47	89.53
10-10-6427	SOCIAL PLATFORMS	66.79	155.40	72.00 (	83.40)	1,100.00	654.68	445.32
	TOTAL OPERATING	5,160.80	1,039.38	6,893.54	5,854.16	35,950.00	29,889.25	6,060.75
BUILDING MAIN.								
10-10-6517	JANITORIAL #11	6.83	42.97	200.00	157.03	1,500.00	993.22	506.78
10-10-6518	BUILDING MAIN. & REPAIR	0.00	3.99	46.48	42.49	1,000.00	1,076.89 (	76.89)
10-10-6519	PROPERTY-LIABILITY INSURANCE	0.00	2,319.71	0.00 (	2,319.71)	6,574.00	8,847.35 (	2,273.35)
	TOTAL BUILDING MAIN.	6.83	2,366.67	246.48 (	2,120.19)	9,074.00	10,917.46 (	1,843.46)

10 -GENERAL FUND

ACCT NO#	ACCOUNT NAME	PRIOR YEAR AUGUST ACTIVITY	CURRENT YEAR JULY ACTIVITY	CURRENT YEAR AUGUST ACTIVITY	\$ CHANGE	BUDGET	YTD ACTUAL	BUDGET BAL.
<u>VEHICLES AND OTHER EXP.</u>								
10-10-6600	VEHICLES MAINTENANCE/REPAIR	0.00	0.00	0.00	0.00	1,500.00	0.00	1,500.00
10-10-6602	FUEL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,500.00</u>	<u>0.00</u>	<u>1,500.00</u>
	TOTAL VEHICLES AND OTHER EXP.	0.00	0.00	0.00	0.00	3,000.00	0.00	3,000.00
<u>MISCELLANEOUS</u>								
10-10-6813	LEGAL RECORDINGS	0.00	0.00	0.00	0.00	200.00	0.00	200.00
10-10-6909	COUNCIL YR PAY & MEETING EXP.	0.00	0.00	0.00	0.00	72.00	0.00	72.00
10-10-6919	CIP/CAPITAL ASSET PURCHASES	<u>13,899.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,500.00</u>	<u>(2,500.00)</u>
	TOTAL MISCELLANEOUS	13,899.00	0.00	0.00	0.00	272.00	2,500.00	(2,228.00)
TOTAL ADMINISTRATION		42,526.55	30,043.03	32,772.97	2,729.94	291,360.00	272,367.85	18,992.15
POLICE DEPT =====								
<u>OFFICE PERSONNEL-SUPPORT</u>								
10-20-6000	SALARIES	6,655.41	7,054.71	4,703.14	(2,351.57)	61,141.00	56,437.68	4,703.32
10-20-6001	HOURLY	11,570.34	16,730.89	9,807.76	(6,923.13)	144,201.00	116,157.09	28,043.91
10-20-6002	SALARY-SCHOOL RESOURCE OFFICER #12	1,800.49	0.00	1,346.16	1,346.16	6,731.00	25,173.02	(18,442.02)
10-20-6003	OVERTIME	643.62	0.00	0.00	0.00	0.00	0.00	0.00
10-20-6004	MEDICARE	290.54	331.05	215.32	(115.73)	3,400.00	2,700.66	699.34
10-20-6006	HEALTH INSURANCE #13	2,391.70	3,785.32	3,985.34	200.02	37,000.00	37,537.09	(537.09)
10-20-6007	DENTAL INSURANCE	0.00	128.70	128.70	0.00	1,600.00	1,160.94	439.06
10-20-6008	TMRS	1,130.64	1,163.13	775.42	(387.71)	11,775.00	9,973.81	1,801.19
10-20-6014	EFT/ACH FEE	<u>27.00</u>	<u>27.00</u>	<u>18.00</u>	<u>(9.00)</u>	<u>250.00</u>	<u>229.15</u>	<u>20.85</u>
	TOTAL OFFICE PERSONNEL-SUPPORT	24,509.74	29,220.80	20,979.84	(8,240.96)	266,098.00	249,369.44	16,728.56
<u>TRAVEL TRAINING UNIFORMS</u>								
10-20-6102	TRAINING	0.00	591.35	177.16	(414.19)	2,500.00	744.51	1,755.49
10-20-6103	TRAVEL	0.00	0.00	0.00	0.00	1,000.00	901.15	98.85
10-20-6104	MILEAGE & VEHICLE REIMBURSE	0.00	85.15	0.00	(85.15)	500.00	85.15	414.85
10-20-6106	DRUG TESTING/PHYSICAL	95.00	0.00	100.00	100.00	250.00	100.00	150.00
10-20-6107	UNIFORMS	0.00	0.00	0.00	0.00	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	95.00	676.50	277.16	(399.34)	6,750.00	3,433.56	3,316.44
<u>ADMINISTRATIVE COST</u>								
10-20-6202	ATTORNEY FEES	0.00	4,538.59	642.92	(3,895.67)	15,000.00	6,747.34	8,252.66
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	210.66	0.00	(210.66)	100.00	210.66	(110.66)
10-20-6215	ATMOS GAS	<u>64.31</u>	<u>65.93</u>	<u>66.13</u>	<u>0.20</u>	<u>1,100.00</u>	<u>897.12</u>	<u>202.88</u>
	TOTAL ADMINISTRATIVE COST	64.31	4,815.18	709.05	(4,106.13)	21,134.00	12,805.12	8,328.88
<u>OPERATING</u>								
10-20-6410	OFFICE SUPPLIES	39.86	151.51	0.00	(151.51)	2,000.00	1,725.69	274.31
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	63.02	27.12	41.29	14.17	400.00	480.36	(80.36)
10-20-6413	IT SYSTEM SUPPORT EXTRACO	469.26	378.66	378.66	0.00	4,600.00	3,971.64	628.36

10 -GENERAL FUND

ACCT NO#	ACCOUNT NAME	PRIOR YEAR AUGUST ACTIVITY	CURRENT YEAR JULY ACTIVITY	CURRENT YEAR AUGUST ACTIVITY	\$ CHANGE	BUDGET	YTD ACTUAL	BUDGET BAL.
10-20-6415	COMPUTER/SOFTWARE	0.00	0.00	0.00	0.00	1,000.00	2,326.75 (	1,326.75)
10-20-6417	OFFICE EQUIPMENT FURNITURE	0.00	0.00	0.00	0.00	250.00	77.00	173.00
10-20-6418	TELEPHONE SERVICES	265.51	92.96	92.96	0.00	1,200.00	1,024.72	175.28
10-20-6419	CELL PHONES	485.49	390.01	477.12	87.11	5,000.00	4,887.29	112.71
10-20-6420	INTERNET SERVICES	0.00	150.77	102.12 (	48.65)	2,000.00	1,569.58	430.42
10-20-6421	ELEC-BUILDING #14	261.08	0.00	594.13	594.13	2,000.00	1,625.04	374.96
10-20-6422	OFFICE MACHINES LEASE	251.25	90.00	90.00	0.00	2,100.00	1,377.00	723.00
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	0.00	0.00	0.00	0.00	500.00	0.00	500.00
	TOTAL OPERATING	1,835.47	1,281.03	1,776.28	495.25	21,250.00	19,106.95	2,143.05

BUILDING MAIN.

10-20-6517	JANITORIAL	0.00	146.22	0.00 (	146.22)	500.00	331.02	168.98
10-20-6518	BUILDING MAIN. & REPAIR	51.96	157.57	0.00 (	157.57)	2,000.00	2,166.62 (	166.62)
10-20-6519	PROPERTY-LIABILITY INSURANCE	0.00	2,319.71	0.00 (	2,319.71)	6,574.00	8,847.34 (	2,273.34)
	TOTAL BUILDING MAIN.	51.96	2,623.50	0.00 (	2,623.50)	9,074.00	11,344.98 (	2,270.98)

VEHICLES AND OTHER EXP.

10-20-6600	VEHICLES MAINTENANCE/REPAIR	889.37	2,017.06	1,291.59 (	725.47)	13,000.00	12,074.36	925.64
10-20-6602	FUEL	1,765.68	2,120.35	2,125.81	5.46	25,000.00	22,413.82	2,586.18
10-20-6603	MINOR EQUIP, SUPPLIES & REPAIR	0.00	0.00	0.00	0.00	500.00	464.46	35.54
10-20-6605	POLICE VEHICLE EQUIPMENT	0.00	0.00	0.00	0.00	2,000.00	2,279.87 (	279.87)
	TOTAL VEHICLES AND OTHER EXP.	2,655.05	4,137.41	3,417.40 (	720.01)	40,500.00	37,232.51	3,267.49

DEPARTMENTAL EXPENSES

10-20-6700	RADIO CONNECTION-WACO	375.00	375.00	375.00	0.00	5,000.00	4,125.00	875.00
10-20-6701	EQUIPMENT MAIN. & REPAIR	64.61	0.00	0.00	0.00	500.00	87.90	412.10
10-20-6703	BODY ARMOR	0.00	0.00	0.00	0.00	1,000.00	1,068.49 (	68.49)
10-20-6705	GUNS AND GUN SUPPLIES	0.00	0.00	0.00	0.00	2,000.00	207.86	1,792.14
10-20-6706	DUTY GEAR	0.00	71.42	0.00 (	71.42)	2,000.00	1,600.77	399.23
10-20-6708	COP SYNC	399.45	0.00	0.00	0.00	3,500.00	3,696.00 (	196.00)
10-20-6709	K-9 EXPENSES #15	0.00	0.00	431.66	431.66	2,000.00	1,988.41	11.59
	TOTAL DEPARTMENTAL EXPENSES	839.06	446.42	806.66	360.24	16,000.00	12,774.43	3,225.57

MISCELLANEOUS

10-20-6915	AG-ASSET FORFEITURE PURCHASES	4,527.22	0.00	0.00	0.00	25,000.00	18,663.41	6,336.59
10-20-6916	TREASURY ASSET FORFEITURE PURC	0.00	0.00	0.00	0.00	75,000.00	69,762.46	5,237.54
	TOTAL MISCELLANEOUS	4,527.22	0.00	0.00	0.00	100,000.00	88,425.87	11,574.13

TOTAL POLICE DEPT		34,577.81	43,200.84	27,966.39 (15,234.45)	480,806.00	434,492.86	46,313.14
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COMMUNITY DEVELOPMENT

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OFFICE PERSONNEL-SUPPORT

10-21-6001	HOURLY	0.00	4,320.00	2,880.00 (1,440.00)	37,450.00	34,480.50	2,969.50
10-21-6002	HOURLY-PART TIME	3,565.00	0.00	0.00	0.00	0.00	0.00	0.00
10-21-6004	MEDICARE	51.69	62.56	41.68 (	20.88)	550.00	499.28	50.72
10-21-6006	HEALTH INSURANCE	0.00	583.26	614.08	30.82	7,000.00	5,280.08	1,719.92
10-21-6008	TMRS	0.00	211.26	140.84 (	70.42)	1,806.00	1,735.81	70.19
	TOTAL OFFICE PERSONNEL-SUPPORT	3,616.69	5,177.08	3,676.60 (	1,500.48)	46,806.00	41,995.67	4,810.33

10 -GENERAL FUND

ACCT NO#	ACCOUNT NAME	PRIOR YEAR AUGUST ACTIVITY	CURRENT YEAR JULY ACTIVITY	CURRENT YEAR AUGUST ACTIVITY	\$ CHANGE	BUDGET	YTD ACTUAL	BUDGET BAL.
<u>TRAVEL TRAINING UNIFORMS</u>								
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
10-21-6107	UNIFORMS	0.00	140.00	0.00	(140.00)	300.00	401.00 (	101.00)
	TOTAL TRAVEL TRAINING UNIFORMS	0.00	140.00	0.00	(140.00)	1,300.00	1,061.04	238.96
<u>ADMINISTRATIVE COST</u>								
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	47.78	41.18	0.00	(41.18)	0.00	543.94 (	543.94)
10-21-6411	COPIES/PRINTING	0.00	0.00	0.00	0.00	0.00	164.10 (	164.10)
10-21-6412	POSTAGE, FREIGHT & DELIVERY	0.00	109.00	0.00	(109.00)	500.00	522.01 (	22.01)
10-21-6413	IT SYSTEM SUPPORT EXTRACO	0.00	378.66	378.66	0.00	4,600.00	4,139.89	460.11
10-21-6415	COMPUTER/SOFTWARE	0.00	44.21	44.21	0.00	0.00	132.63 (	132.63)
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	92.96	92.96	0.00	1,200.00	1,024.66	175.34
10-21-6419	CELL PHONES/VEHICLE TRACKING	0.00	40.18	40.18	0.00	600.00	502.11	97.89
10-21-6420	INTERNET SERVICES	0.00	30.15	30.15	0.00	500.00	331.67	168.33
10-21-6422	OFFICE MACHINES LEASE	0.00	0.00	0.00	0.00	600.00	387.00	213.00
10-21-6425	OFFICE MACHINES-PROPERTY TAX	0.00	0.00	0.00	0.00	100.00	10.47	89.53
	TOTAL OPERATING	47.78	736.34	586.16	(150.18)	8,600.00	7,758.48	841.52
<u>BUILDING MAIN.</u>								
10-21-6517	JANITORIAL	0.00	17.97	0.00	(17.97)	0.00	100.64 (	100.64)
10-21-6518	BUILDING MAIN. & REPAIR	0.00	3.98	0.00	(3.98)	0.00	13.98 (	13.98)
10-21-6519	PROPERTY-LIABILITY INSURANCE	0.00	2,319.71	0.00	(2,319.71)	6,574.00	8,847.33 (	2,273.33)
	TOTAL BUILDING MAIN.	0.00	2,341.66	0.00	(2,341.66)	6,574.00	8,961.95 (	2,387.95)
<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	75.57	65.50	82.76	17.26	4,500.00	1,222.11	3,277.89
10-21-6603	MINOR EQUIPMENT & SUPPLIES	0.00	0.00	0.00	0.00	500.00	52.00	448.00
10-21-6606	CLEAN UP AND PURCHASE	0.00	0.00	0.00	0.00	500.00	204.36	295.64
	TOTAL VEHICLES AND OTHER EXP.	75.57	65.50	82.76	17.26	8,000.00	1,587.97	6,412.03
	TOTAL COMMUNITY DEVELOPMENT	3,740.04	8,460.58	4,345.52	(4,115.06)	76,859.00	66,645.10	10,213.90
<u>MAINTENANCE</u>								
=====								
<u>OFFICE PERSONNEL-SUPPORT</u>								
10-30-6001	HOURLY	5,459.00	5,905.74	3,769.41	(2,136.33)	50,160.00	46,372.01	3,787.99
10-30-6003	OVERTIME	289.17	194.48	76.91	(117.57)	1,500.00	784.35	715.65
10-30-6004	MEDICARE	82.55	87.99	55.36	(32.63)	728.00	680.51	47.49
10-30-6006	HEALTH INSURANCE	1,130.83	1,047.45	1,046.81	(0.64)	14,000.00	11,425.66	2,574.34

10 -GENERAL FUND

ACCT NO#	ACCOUNT NAME	PRIOR YEAR AUGUST ACTIVITY	CURRENT YEAR JULY ACTIVITY	CURRENT YEAR AUGUST ACTIVITY	\$ CHANGE	BUDGET	YTD ACTUAL	BUDGET BAL.
10-30-6007	DENTAL INSURANCE	0.00	46.49	43.49 (	3.00)	590.00	480.67	109.33
10-30-6008	TMRS	<u>314.42</u>	<u>298.30</u>	<u>188.09</u> (	<u>110.21)</u>	<u>2,453.00</u>	<u>2,383.83</u>	<u>69.17</u>
	TOTAL OFFICE PERSONNEL-SUPPORT	7,275.97	7,580.45	5,180.07 (	2,400.38)	69,431.00	62,127.03	7,303.97
<u>TRAVEL TRAINING UNIFORMS</u>								
10-30-6107	UNIFORMS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>400.00</u>	<u>534.07</u> (	<u>134.07)</u>
	TOTAL TRAVEL TRAINING UNIFORMS	0.00	0.00	0.00	0.00	400.00	534.07 (	134.07)
<u>ADMINISTRATIVE COST</u>								
10-30-6205	AUDIT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,934.00</u>	<u>4,949.99</u> (	<u>15.99)</u>
	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	33.70 (	33.70)
10-30-6412	POSTAGE, FREIGHT & DELIVERY	0.00	0.00	0.00	0.00	100.00	3.71	96.29
10-30-6415	COMPUTER/SOFTWARE	0.00	44.22	44.22	0.00	0.00	132.66 (	132.66)
10-30-6419	CELL PHONES/VEHICLE TRACKING	80.50	80.36	80.36	0.00	1,000.00	884.24	115.76
10-30-6420	INTERNET	0.00	18.99	18.99	0.00	0.00	74.93 (	74.93)
10-30-6421	ELEC-BUILDING #16	0.00	0.00	283.23	283.23	1,300.00	1,442.15 (	142.15)
10-30-6426	ROLL OFF EXPENSE #17	<u>0.00</u>	<u>1,399.90</u>	<u>466.05</u> (	<u>933.85)</u>	<u>3,300.00</u>	<u>3,113.40</u>	<u>186.60</u>
	TOTAL OPERATING	80.50	1,543.47	892.85 (	650.62)	5,700.00	5,684.79	15.21
<u>BUILDING MAIN.</u>								
10-30-6518	BUILDING MAIN. & REPAIR	0.00	14.16	0.00 (	14.16)	200.00	332.39 (	132.39)
10-30-6519	PROPERTY-LIABILITY INSURANCE	<u>0.00</u>	<u>2,319.71</u>	<u>0.00</u> (	<u>2,319.71)</u>	<u>6,574.00</u>	<u>8,847.33</u> (	<u>2,273.33)</u>
	TOTAL BUILDING MAIN.	0.00	2,333.87	0.00 (	2,333.87)	6,774.00	9,179.72 (	2,405.72)
<u>VEHICLES AND OTHER EXP.</u>								
10-30-6600	VEHICLES MAINTENANCE/REPAIR	0.00	760.86	31.73 (	729.13)	3,000.00	2,736.34	263.66
10-30-6602	FUEL	930.04	932.63	1,059.06	126.43	6,000.00	8,277.86 (	2,277.86)
10-30-6603	TOOLS & EQUIPMENT	42.96	0.00	0.00	0.00	1,800.00	1,992.89 (	192.89)
10-30-6604	EQUIPMENT LEASE	0.00	0.00	0.00	0.00	750.00	91.80	658.20
10-30-6605	EQUIPMENT MAIN. & REPAIR	0.00	115.96	27.96 (	88.00)	1,000.00	1,056.27 (	56.27)
10-30-6606	MOWING EXPENSE	0.00	0.00	0.00	0.00	700.00	354.42	345.58
10-30-6609	STREET REPAIR #18	1,726.50	0.00	29,356.00	29,356.00	36,000.00	35,999.90	0.10
10-30-6610	FLOOD CULVERT CLEAN OUT	0.00	0.00	0.00	0.00	2,000.00	0.00	2,000.00
10-30-6611	BRIDGE REPAIRS/PARKING LOTS #18	<u>0.00</u>	<u>79.99</u>	<u>2,258.97</u>	<u>2,178.98</u>	<u>3,000.00</u>	<u>2,338.96</u>	<u>661.04</u>
	TOTAL VEHICLES AND OTHER EXP.	2,699.50	1,889.44	32,733.72	30,844.28	54,250.00	52,848.44	1,401.56
<u>MISCELLANEOUS</u>								
	TOTAL MAINTENANCE	10,055.97	13,347.23	38,806.64	25,459.41	141,489.00	135,324.04	6,164.96
<u>COURT</u>								
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<u>OFFICE PERSONNEL-SUPPORT</u>								
10-40-6000	SALARIES	3,353.82	3,555.06	2,370.04 (1,185.02)	30,811.00	28,440.48	2,370.52
10-40-6001	HOURLY	5,277.41	4,010.54	2,562.43 (	1,448.11)	35,360.00	31,126.93	4,233.07
10-40-6004	MEDICARE	124.76	109.52	71.32 (	38.20)	950.00	861.80	88.20

10 -GENERAL FUND

ACCT NO#	ACCOUNT NAME	PRIOR YEAR AUGUST ACTIVITY	CURRENT YEAR JULY ACTIVITY	CURRENT YEAR AUGUST ACTIVITY	\$ CHANGE	BUDGET	YTD ACTUAL	BUDGET BAL.
10-40-6006	HEALTH INSURANCE	0.00	507.98	579.46	71.48	7,000.00	5,378.54	1,621.46
10-40-6007	DENTAL INSURANCE	0.00	22.59	27.70	5.11	294.00	229.97	64.03
10-40-6008	TMRS	288.66	196.11	125.29	(70.82)	1,730.00	1,566.87	163.13
10-40-6009	SOCIAL SECURITY	207.93	220.41	146.94	(73.47)	1,911.00	1,763.28	147.72
10-40-6014	EFT/ACH FEE	27.00	27.00	18.00	(9.00)	250.00	229.09	20.91
	TOTAL OFFICE PERSONNEL-SUPPORT	9,279.58	8,649.21	5,901.18	(2,748.03)	78,306.00	69,596.96	8,709.04
<u>TRAVEL TRAINING UNIFORMS</u>								
10-40-6102	TRAINING	0.00	0.00	0.00	0.00	500.00	500.00	0.00
10-40-6103	TRAVEL	0.00	55.74	0.00	(55.74)	500.00	55.74	444.26
10-40-6104	MILEAGE & VEHICLE REIMBURSE	101.75	229.25	219.55	(9.70)	1,500.00	1,180.57	319.43
	TOTAL TRAVEL TRAINING UNIFORMS	101.75	284.99	219.55	(65.44)	2,500.00	1,736.31	763.69
<u>ADMINISTRATIVE COST</u>								
10-40-6202	ATTORNEY FEES	558.00	2,617.50	249.00	(2,368.50)	15,000.00	8,174.54	6,825.46
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	100.00	64.00
	TOTAL ADMINISTRATIVE COST	558.00	2,617.50	249.00	(2,368.50)	20,034.00	13,160.54	6,873.46
<u>OPERATING</u>								
10-40-6410	OFFICE SUPPLIES	178.70	234.73	0.00	(234.73)	1,000.00	1,470.40	(470.40)
10-40-6411	COPIES/PRINTING	0.00	0.00	0.00	0.00	100.00	210.16	(110.16)
10-40-6412	POSTAGE, FREIGHT & DELIVERY	50.00	40.74	0.00	(40.74)	1,200.00	537.99	662.01
10-40-6413	IT SYSTEM SUPPORT EXTRACO	0.00	0.00	0.00	0.00	4,600.00	0.00	4,600.00
10-40-6418	TELEPHONE SERVICES	165.00	92.96	92.96	0.00	1,200.00	1,024.66	175.34
10-40-6420	INTERNET SERVICES	0.00	30.15	30.15	0.00	500.00	331.66	168.34
10-40-6421	ELEC-BUILDING #19	238.24	0.00	346.24	346.24	1,500.00	1,636.50	(136.50)
10-40-6422	OFFICE MACHINES LEASE	161.25	0.00	0.00	0.00	600.00	387.00	213.00
10-40-6425	OFFICE MACHINES-PROPERTY TAX	0.00	0.00	0.00	0.00	100.00	10.47	89.53
	TOTAL OPERATING	793.19	398.58	469.35	70.77	10,800.00	5,608.84	5,191.16
<u>BUILDING MAIN.</u>								
10-40-6517	JANITORIAL	6.83	17.97	0.00	(17.97)	0.00	100.65	(100.65)
10-40-6518	BUILDING MAIN. & REPAIR	0.00	3.98	0.00	(3.98)	100.00	30.50	69.50
10-40-6519	PROPERTY-LIABILITY INSURANCE	0.00	2,319.70	0.00	(2,319.70)	6,574.00	8,847.31	(2,273.31)
	TOTAL BUILDING MAIN.	6.83	2,341.65	0.00	(2,341.65)	6,674.00	8,978.46	(2,304.46)
<u>DEPARTMENTAL EXPENSES</u>								
10-40-6701	COURT TECH. EXPENSE #20	469.26	378.66	3,737.25	3,358.59	10,000.00	10,249.82	(249.82)
10-40-6702	COURT SECURITY EXPENSE	0.00	0.00	0.00	0.00	3,000.00	1,516.89	1,483.11
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	469.26	378.66	3,737.25	3,358.59	14,500.00	11,766.71	2,733.29
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TOTAL COURT		11,208.61	14,670.59	10,576.33	(4,094.26)	132,814.00	110,847.82	21,966.18
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TOTAL EXPENDITURES		102,108.98	109,722.27	114,467.85	4,745.58	1,123,328.00	1,019,677.67	103,650.33
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PROFIT/(LOSS)		(57,135.74)	(37,590.57)	(47,308.94)	(9,718.37)	0.00	(33,294.13)	33,294.13
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50 -WATER FUND

ACCT NO#	ACCOUNT NAME	PRIOR YEAR AUGUST ACTIVITY	CURRENT YEAR JULY ACTIVITY	CURRENT YEAR AUGUST ACTIVITY	\$ CHANGE	BUDGET	YTD ACTUAL	BUDGET BAL.
REVENUES =====								
FEES								
50-00-5000	WATER SALES	202,378.57	211,617.42	232,265.24	20,647.82	1,693,000.00	1,703,553.10 (	10,553.10)
50-00-5010	TAP FEES	5,500.00	5,500.00	2,750.00 (	2,750.00)	70,000.00	63,250.00	6,750.00
50-00-5020	CONNECTION FEES	420.00	420.00	240.00 (	180.00)	4,000.00	2,850.00	1,150.00
50-00-5030	RE-CONNECT FEE	390.00	330.00	480.00	150.00	5,000.00	4,140.00	860.00
50-00-5031	LATE FEES	2,460.00	3,060.00	3,720.00	660.00	30,000.00	35,040.00 (	5,040.00)
50-00-5032	CSI-CUS SERV FEES	0.00	150.00	75.00 (	75.00)	2,000.00	375.00	1,625.00
50-00-5040	RETURNED CHECK FEE	60.00	0.00	30.00	30.00	600.00	480.00	120.00
50-00-5050	VFD DONATIONS	150.00	134.00	134.00	0.00	2,000.00	1,539.00	461.00
50-00-5055	UTILITY RELIEF FUND DONATIONS	1,000.00	0.00	0.00	0.00	0.00	411.00 (	411.00)
50-00-5060	FIXED ASSET SALES	1,250.00	0.00	0.00	0.00	25,000.00	44,600.00 (	19,600.00)
50-00-5070	INSURANCE CLAIMS INCOME	0.00	0.00	0.00	0.00	0.00	41,700.00 (	41,700.00)
50-00-5080	MISC. INCOME	0.00	0.00	0.00	0.00	1,000.00	2,576.25 (	1,576.25)
50-00-5090	GARBAGE REVENUE	12,971.51	12,695.25	13,077.12	381.87	150,000.00	140,239.29	9,760.71
50-00-5095	TRANSFERS IN	0.00	0.00	0.00	0.00	593,706.00	0.00	593,706.00
	TOTAL FEES	226,580.08	233,906.67	252,771.36	18,864.69	2,576,306.00	2,040,753.64	535,552.36
TAXES								
50-00-5102	EFT-ACH FEE	191.75	202.80	204.10	1.30	2,000.00	2,184.00 (	184.00)
	TOTAL TAXES	191.75	202.80	204.10	1.30	2,000.00	2,184.00 (	184.00)
OTHER FINANCING SOURCES								
50-00-5902	INTEREST INCOME	3,473.43	7,007.89	7,102.23	94.34	25,000.00	68,937.67 (	43,937.67)
	TOTAL OTHER FINANCING SOURCES	3,473.43	7,007.89	7,102.23	94.34	25,000.00	68,937.67 (	43,937.67)
	TOTAL REVENUES	230,245.26	241,117.36	260,077.69	18,960.33	2,603,306.00	2,111,875.31	491,430.69
EXPENDITURES =====								
WATER DEPT =====								
OFFICE PERSONNEL-SUPPORT								
50-00-6001	HOURLY	24,976.52	21,467.03	13,725.32 (	7,741.71)	201,000.00	170,201.63	30,798.37
50-00-6003	OVERTIME	3,747.85	1,934.54	2,470.48	535.94	18,000.00	23,474.84 (	5,474.84)
50-00-6004	MEDICARE	396.68	329.23	221.39 (	107.84)	2,950.00	2,668.84	281.16
50-00-6005	ON CALL/MEETING PAY	0.00	440.00	270.00 (	170.00)	3,370.00	3,100.00	270.00
50-00-6006	HEALTH INSURANCE #1	3,846.75	3,396.41	3,674.85	278.44	39,000.00	38,082.63	917.37
50-00-6007	DENTAL INSURANCE	0.00	111.10	116.34	5.24	1,200.00	1,197.39	2.61
50-00-6008	TMRS	1,470.84	1,067.71	744.89 (	322.82)	9,050.00	9,135.17 (	85.17)
50-00-6009	SOCIAL SECURITY	113.77	124.45	76.45 (	48.00)	1,000.00	950.00	50.00
50-00-6014	EFT/ACH FEE	27.00	27.00	18.00 (	9.00)	250.00	229.14	20.86
	TOTAL OFFICE PERSONNEL-SUPPORT	34,579.41	28,897.47	21,317.72 (	7,579.75)	275,820.00	249,039.64	26,780.36

50 -WATER FUND

ACCT NO#	ACCOUNT NAME	PRIOR YEAR AUGUST ACTIVITY	CURRENT YEAR JULY ACTIVITY	CURRENT YEAR AUGUST ACTIVITY	\$ CHANGE	BUDGET	YTD ACTUAL	BUDGET BAL.
<u>TRAVEL TRAINING UNIFORMS</u>								
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	508.75	0.00	140.00	140.00	1,500.00	1,491.11	8.89
50-00-6104	MILEAGE & VEHICLE REIMBURSE	0.00	0.00	0.00	0.00	200.00	315.26 (	115.26)
50-00-6106	DRUG TESTING/PHYSICAL	0.00	0.00	0.00	0.00	120.00	0.00	120.00
50-00-6107	UNIFORMS #2	189.92	0.00	331.87	331.87	1,000.00	880.59	119.41
50-00-6160	MISC EXPENSE WATER	0.00	52.00	0.00	(52.00)	1,000.00	1,878.95 (	878.95)
	TOTAL TRAVEL TRAINING UNIFORMS	698.67	52.00	471.87	419.87	6,320.00	4,565.91	1,754.09
<u>ADMINISTRATIVE COST</u>								
50-00-6202	ATTORNEY FEES	1,522.25	465.50	0.00 (	465.50)	50,000.00	4,314.58	45,685.42
50-00-6203	ENGINEERING	0.00	0.00	0.00	0.00	15,000.00	10,774.66	4,225.34
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	0.00	210.67	111.00 (	99.67)	1,500.00	911.92	588.08
	TOTAL ADMINISTRATIVE COST	1,522.25	676.17	111.00 (	565.17)	71,434.00	20,951.17	50,482.83
<u>OPERATING</u>								
50-00-6410	OFFICE SUPPLIES	55.64	86.68	0.00 (	86.68)	4,000.00	3,319.52	680.48
50-00-6411	COPIES/PRINTING	0.00	0.00	0.00	0.00	100.00	210.16 (	110.16)
50-00-6412	POSTAGE, FREIGHT & DELIVERY	1,139.16	1,043.28	1,174.65	131.37	10,000.00	13,115.49 (	3,115.49)
50-00-6413	IT SYSTEM SUPPORT EXTRACO	469.27	428.66	378.66 (	50.00)	4,600.00	4,389.89	210.11
50-00-6414	IT SYSTEM SUPPORT TYLER #3	0.00	0.00	3,358.60	3,358.60	4,000.00	4,222.60 (	222.60)
50-00-6415	COMPUTER/SOFTWARE	0.00	44.22	44.22	0.00	3,500.00	3,707.95 (	207.95)
50-00-6416	ADVERTISING & LEGAL NOTICES	344.68	53.47	0.00 (	53.47)	500.00	393.90	106.10
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	361.27	92.96	92.96	0.00	1,200.00	1,024.70	175.30
50-00-6419	CELL PHONES/VEHICLE TRACKING	198.99	198.97	198.71 (	0.26)	2,550.00	2,189.48	360.52
50-00-6420	INTERNET SERVICES	0.00	49.15	49.16	0.01	500.00	406.65	93.35
50-00-6421	ELEC-BUILDING #4	480.54	0.00	346.24	346.24	2,000.00	1,636.56	363.44
50-00-6422	OFFICE MACHINES LEASE	251.25	90.00	90.00	0.00	600.00	1,377.00 (	777.00)
50-00-6423	ELECTRICITY (HUDSON) #5	0.00	0.00	283.25	283.25	1,300.00	1,442.20 (	142.20)
50-00-6425	OFFICE MACHINES-PROPERTY TAX	41.38	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	66.79	155.39	72.00 (	83.39)	1,000.00	670.66	329.34
	TOTAL OPERATING	3,408.97	2,242.78	6,088.45	3,845.67	38,450.00	38,117.23	332.77
<u>BUILDING MAIN.</u>								
50-00-6517	JANITORIAL	6.82	17.97	20.00	2.03	300.00	150.66	149.34
50-00-6518	BUILDING MAIN. & REPAIR	0.00	3.98	0.00 (	3.98)	150.00	192.69 (	42.69)
50-00-6519	PROPERTY-LIABILITY INSURANCE	0.00	2,319.71	0.00 (	2,319.71)	6,574.00	8,847.34 (	2,273.34)
	TOTAL BUILDING MAIN.	6.82	2,341.66	20.00 (	2,321.66)	7,024.00	9,190.69 (	2,166.69)
<u>VEHICLES AND OTHER EXP.</u>								
50-00-6600	VEHICLES MAINTENANCE/REPAIR	6,710.99	1,313.93	158.97 (	1,154.96)	10,000.00	4,839.39	5,160.61
50-00-6601	CHEMICAL PURCHASES	1,662.00	1,023.00	1,833.00	810.00	15,000.00	16,335.25 (	1,335.25)
50-00-6602	FUEL	2,039.79	1,797.11	1,687.76 (	109.35)	25,000.00	19,246.08	5,753.92
50-00-6603	MINOR EQUIPMENT & SUPPLIES	161.79	0.00	0.00	0.00	800.00	1,166.62 (	366.62)
50-00-6604	EQUIPMENT LEASE	0.00	513.85	0.00 (	513.85)	1,000.00	513.85	486.15
50-00-6605	EQUIPMENT MAIN. & REPAIR #6	279.54	47.05	426.34	379.29	2,000.00	5,120.66 (	3,120.66)
50-00-6608	VEHICLE & EQUIPMENT PURCHASES	0.00	0.00	0.00	0.00	67,000.00	33,814.96	33,185.04

50 -WATER FUND

ACCT NO#	ACCOUNT NAME	PRIOR YEAR AUGUST ACTIVITY	CURRENT YEAR JULY ACTIVITY	CURRENT YEAR AUGUST ACTIVITY	\$ CHANGE	BUDGET	YTD ACTUAL	BUDGET BAL.
50-00-6609	STORAGE TANK CLEANING AND MAIN	0.00	0.00	0.00	0.00	25,000.00	10,973.00	14,027.00
	TOTAL VEHICLES AND OTHER EXP.	10,854.11	4,694.94	4,106.07	(588.87)	145,800.00	92,009.81	53,790.19
<u>OTHER EXPENSES</u>								
50-00-6682	COMPREHENSIVE WATER PROJECTS #7	0.00	9,380.00	5,462.50	(3,917.50)	600,000.00	24,859.50	575,140.50
50-00-6683	PROJECTS & PLANNING	0.00	0.00	0.00	0.00	120,000.00	0.00	120,000.00
	TOTAL OTHER EXPENSES	0.00	9,380.00	5,462.50	(3,917.50)	720,000.00	24,859.50	695,140.50
<u>DEPARTMENTAL EXPENSES</u>								
50-00-6700	WATER PURCHASES #8	28,243.20	82,029.50	61,806.50	(20,223.00)	395,000.00	591,071.20	(196,071.20)
50-00-6701	SOUTHERN TRINITY CONSERV. DIST #9	364.49	0.00	283.74	283.74	4,000.00	1,404.84	2,595.16
50-00-6702	ELC-H.O.T UTILITIES WELLS #10	10,607.00	4,619.00	8,197.00	3,578.00	100,000.00	64,942.00	35,058.00
50-00-6703	FITTINGS AND SUPPLIES	8,494.95	6,331.44	6,304.17	(27.27)	50,000.00	47,530.11	2,469.89
50-00-6705	METERS EXPENSE	0.00	1,410.00	0.00	(1,410.00)	13,000.00	9,274.20	3,725.80
50-00-6706	TANK YEARLY INSPECTIONS #11	0.00	0.00	2,649.00	2,649.00	4,000.00	3,399.00	601.00
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	225.00	607.95	0.00	(607.95)	60,000.00	155,937.40	(95,937.40)
50-00-6709	PRV/VAULTS/VALVES	0.00	339.47	0.00	(339.47)	2,500.00	1,112.86	1,387.14
50-00-6710	ALERT SYSTEM-WELL/PUMP STATION	0.00	120.39	120.22	(0.17)	1,500.00	1,095.67	404.33
50-00-6711	EFT/ACH WATER BILLS	169.50	174.50	179.50	5.00	1,800.00	1,897.00	(97.00)
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	0.00	0.00	0.00	0.00	3,000.00	4,510.00	(1,510.00)
50-00-6715	GARBAGE PICK UP	10,334.87	12,153.89	12,609.50	455.61	147,600.00	134,495.40	13,104.60
50-00-6716	WATER SAMPLE TEST	661.34	90.00	948.15	858.15	7,000.00	5,758.45	1,241.55
50-00-6717	ELEC-WELLS #12	6,013.30	0.00	13,471.13	13,471.13	45,000.00	62,816.39	(17,816.39)
50-00-6718	TOOLS	199.00	0.00	256.48	256.48	1,500.00	1,912.30	(412.30)
	TOTAL DEPARTMENTAL EXPENSES	65,312.65	107,876.14	106,825.39	(1,050.75)	853,151.00	1,094,353.79	(241,202.79)
<u>MISCELLANEOUS</u>								
50-00-6811	MVBA COLLECTIONS FEE	0.00	33.90	(16.95)	(50.85)	0.00	337.20	(337.20)
50-00-6813	EASEMENT RECORDINGS	0.00	140.00	20.00	(120.00)	500.00	680.00	(180.00)
50-00-6815	DONATIONS TO VOL. FIRE DEPT	158.00	107.00	119.00	12.00	2,000.00	1,397.35	602.65
50-00-6816	UTILITY BILL RELIEF EXPENSE #13	0.00	0.00	411.03	411.03	0.00	1,410.43	(1,410.43)
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	0.00	0.00	0.00	82,042.00	45,962.39	36,079.61
50-00-6914	FIXED ASSET PURCHASES	70,401.34	0.00	0.00	0.00	66,000.00	66,000.00	0.00
	TOTAL MISCELLANEOUS	70,559.34	280.90	533.08	252.18	485,307.00	213,694.85	271,612.15
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TOTAL WATER DEPT		186,942.22	156,442.06	144,936.08	(11,505.98)	2,603,306.00	1,746,782.59	856,523.41
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TOTAL EXPENDITURES		186,942.22	156,442.06	144,936.08	(11,505.98)	2,603,306.00	1,746,782.59	856,523.41
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PROFIT/(LOSS)		43,303.04	84,675.30	115,141.61	30,466.31	0.00	365,092.72	(365,092.72)
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51 -SEWER FUND

ACCT NO#	ACCOUNT NAME	PRIOR YEAR AUGUST ACTIVITY	CURRENT YEAR JULY ACTIVITY	CURRENT YEAR AUGUST 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	138.75	16.00	0.00	(16.00)	3,500.00	263.08	3,236.92
51-00-6203	ENGINEERING	0.00	0.00	0.00	0.00	50,000.00	3,065.00	46,935.00
	TOTAL ADMINISTRATIVE COST	138.75	16.00	0.00	(16.00)	53,500.00	3,328.08	50,171.92
OPERATING								
51-00-6416	ADVERTISING & LEGAL NOTICES	0.00	1,164.52	0.00	(1,164.52)	0.00	1,164.52	(1,164.52)
	TOTAL OPERATING	0.00	1,164.52	0.00	(1,164.52)	0.00	1,164.52	(1,164.52)
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	138.75	1,180.52	0.00	(1,180.52)	73,500.00	4,517.60	68,982.40
	TOTAL EXPENDITURES	138.75	1,180.52	0.00	(1,180.52)	73,500.00	4,517.60	68,982.40
=====								
	PROFIT/(LOSS)	(138.75)	(1,180.52)	0.00	1,180.52	0.00	(4,517.60)	4,517.60
=====								

Balance Sheet

Comparative:

Month to Date

August 2023

CITY OF BRUCEVILLE-EDDY
 MONTH TO DATE BALANCE SHEET
 AS OF: AUGUST 31ST, 2023

10 -GENERAL FUND

ACCT NO#	ACCOUNT NAME	JULY ACTIVITY	AUGUST ACTIVITY	\$ CHANGE	% CHANGE
<u>ASSETS</u>					
10-00-1000	MOODY GENERAL CHECKING	72,947.72 (	87,402.23) (	160,349.95)	219.81-
10-00-1001	MRLA PROPERTY TAX	(94,622.51)	4,105.80	98,728.31	104.34-
10-00-1003	MUNICIPAL COURT TECH/BUILDING	1,814.44 (	3,737.25) (	5,551.69)	305.97-
10-00-1004	CITY INVESTMENT ACCOUNT #320	342.85	343.97	1.12	0.33
10-00-1006	GRANT FUND INVESTMENT#037	1,378.78	1,383.20	4.42	0.32
10-00-1007	ASSET FORFEITURE	(479.98)	0.00	479.98	100.00-
10-00-1008	MRLA INVESTMENT	8,326.27	8,352.83	26.56	0.32
10-00-1011	IRS ASSET FORFEITURE INVESTMNT	647.67	649.75	2.08	0.32
10-00-1750	DUE FROM WATER FUND	(<u>0.81</u>)	<u>51.22</u>	<u>52.03</u>	<u>6,423.46-</u>
TOTAL ASSETS		(9,645.57)	(76,252.71)	(66,607.14)	690.55
		=====	=====	=====	=====
<u>LIABILITIES</u>					
10-00-2000	ACCOUNTS PAYABLE	(8,547.04)	(13,155.83)	(4,608.79)	53.92
10-00-2010	STATE COMP FINES PAYABLE	8,630.00	11,133.98	2,503.98	29.01
10-00-2013	OMNI COURT LIABILITY	174.27	251.73	77.46	44.45
10-00-2014	MVBA	3,689.24 (	3,689.24) (	7,378.48)	200.00-
10-00-2015	COURT BONDS	0.00	514.00	514.00	0.00
10-00-2121	LIAB ALL INSURANCE SHRT/OVER	0.03	0.09	0.06	200.00
10-00-2122	DENTAL VISION ADD'L PLAN	(4.32)	4.32	8.64	200.00-
10-00-2150	ACCRUED SALARIES PAYABLE	<u>24,002.82</u>	<u>(24,002.82)</u>	<u>(48,005.64)</u>	<u>200.00-</u>
TOTAL LIABILITIES		27,945.00	(28,943.77)	(56,888.77)	203.57-
<u>FUND EQUITY</u>					
TOTAL REVENUES		72,131.70	67,158.91	(4,972.79)	6.89-
TOTAL EXPENDITURES		(<u>109,722.27</u>)	(<u>114,467.85</u>)	(<u>4,745.58</u>)	<u>4.33</u>
TOTAL FUND EQUITY		(37,590.57)	(47,308.94)	(9,718.37)	25.85
		-----	-----	-----	-----
TOTAL LIABILITIES & EQUITY		(9,645.57)	(76,252.71)	(66,607.14)	690.55
		=====	=====	=====	=====
** OUT OF BALANCE **		0.00	0.00	0.00	690.55

CITY OF BRUCEVILLE-EDDY
 MONTH TO DATE BALANCE SHEET
 AS OF: AUGUST 31ST, 2023

50 -WATER FUND

ACCT NO#	ACCOUNT NAME	JULY ACTIVITY	AUGUST ACTIVITY	\$ CHANGE	% CHANGE
<u>ASSETS</u>					
50-00-1000	MOODY BANK CKING WATER SUPPLY	19,614.14 (	85,351.94) (	104,966.08)	535.16-
50-00-1001	SECURITY DEPOSIT	1,239.16 (	138.75) (	1,377.91)	111.20-
50-00-1002	#729 CD INVESTMENT ACCT. CDAR	198.55	199.21	0.66	0.33
50-00-1003	UTILITY BILL RELIEF FUND	0.00 (	411.03) (	411.03)	0.00
50-00-1004	2011 IMPROV-INT & SINKING FUND	6,224.00	6,224.00	0.00	0.00
50-00-1008	2013 INT & SINKING FUND	12,800.00	12,800.00	0.00	0.00
50-00-1012	#166 IMP REV BOND INVST ACCT	541.98	543.73	1.75	0.32
50-00-1014	2011 INT & SINKING FUND	3,068.00	3,068.00	0.00	0.00
50-00-1016	2015 INT & SINKING FUND	3,895.00	3,895.00	0.00	0.00
50-00-1017	#522 COBE WATER INVESTMENT	6,267.36	106,359.29	100,091.93	1,597.03
50-00-1018	BAD DEBT ALLOWANCES	(56.50)	0.00	56.50	100.00-
50-00-1020	RVS WATER RECEIVABLES	46,303.17	40,766.91 (	5,536.26)	11.96-
50-00-1021	RVS RECEIVABLES NSF CHECKS	(77.40)	225.00	302.40	390.70-
50-00-1022	RVS TAP FEE RECEIVABLES	<u>72.24</u>	<u>(72.24)</u>	<u>(144.48)</u>	<u>200.00-</u>
	TOTAL ASSETS	100,089.70	88,107.18 (	11,982.52)	11.97-
		=====	=====	=====	=====
<u>LIABILITIES</u>					
50-00-2000	ACCOUNTS PAYABLE	15,559.60 (	27,282.33) (	42,841.93)	275.34-
50-00-2111	METER STUDY ENGINEER	230.00 (	200.00) (	430.00)	186.96-
50-00-2113	UNEARNED DEPOSITS	808.39	391.47 (	416.92)	51.57-
50-00-2122	DENTAL VISION ADD'L PLAN	(5.21)	5.21	10.42	200.00-
50-00-2710	DUE TO GENERAL FUND	(0.81)	51.22	52.03	6,423.46-
50-00-2751	DUE TO SEWER FUND	(1,180.52)	0.00	1,180.52	100.00-
50-00-2800	OVER/SHORT	<u>2.95</u>	<u>0.00</u>	<u>(2.95)</u>	<u>100.00-</u>
	TOTAL LIABILITIES	15,414.40 (	27,034.43) (	42,448.83)	275.38-
<u>FUND EQUITY</u>					
	TOTAL REVENUES	241,117.36	260,077.69	18,960.33	7.86
	TOTAL EXPENDITURES	<u>(156,442.06)</u>	<u>(144,936.08)</u>	<u>11,505.98</u>	<u>7.35-</u>
	TOTAL FUND EQUITY	84,675.30	115,141.61	30,466.31	35.98
		=====	=====	=====	=====
	TOTAL LIABILITIES & EQUITY	100,089.70	88,107.18 (	11,982.52)	11.97-
		=====	=====	=====	=====
	** OUT OF BALANCE **	0.00	0.00	0.00	11.97-

CITY OF BRUCEVILLE-EDDY
MONTH TO DATE BALANCE SHEET
AS OF: AUGUST 31ST, 2023

51 -SEWER FUND

ACCT NO#	ACCOUNT NAME	JULY ACTIVITY	AUGUST ACTIVITY	\$ CHANGE	% CHANGE
<u>ASSETS</u>					
=====					
<u>LIABILITIES</u>					
51-00-2750	DUE TO WATER FUND	1,180.52	0.00	(1,180.52)	100.00-
	TOTAL LIABILITIES	1,180.52	0.00	(1,180.52)	100.00-
<u>FUND EQUITY</u>					
	TOTAL EXPENDITURES	(1,180.52)	0.00	1,180.52	100.00-
	TOTAL FUND EQUITY	(1,180.52)	0.00	1,180.52	100.00-
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Balance Sheet
Comparative:
Year to Date
August 2023

CITY OF BRUCEVILLE-EDDY
 YEAR TO DATE BALANCE SHEET
 AS OF: AUGUST 31ST, 2023

10 -GENERAL FUND

ACCT NO#	ACCOUNT NAME	2021-2022 BALANCE	2022-2023 BALANCE	\$ CHANGE	% CHANGE
ASSETS					
10-00-1000	MOODY GENERAL CHECKING	122,974.33	50,879.78	(72,094.55)	58.63-
10-00-1001	MRLA PROPERTY TAX	108,029.55	33,825.01	(74,204.54)	68.69-
10-00-1003	MUNICIPAL COURT TECH/BUILDING	12,836.70	7,960.16	(4,876.54)	37.99-
10-00-1004	CITY INVESTMENT ACCOUNT #320	104,701.50	108,178.78	3,477.28	3.32
10-00-1005	GRANT FUND	661.89	661.89	0.00	0.00
10-00-1006	GRANT FUND INVESTMENT#037	210,667.79	435,016.23	224,348.44	106.49
10-00-1007	ASSET FORFEITURE	139,473.07	81.77	(139,391.30)	99.94-
10-00-1008	MRLA INVESTMENT	2,444,963.17	2,626,958.75	181,995.58	7.44
10-00-1010	IRS TREASURY ASSET FORFEITURE	260,225.51	27.09	(260,198.42)	99.99-
10-00-1011	IRS ASSET FORFEITURE INVESTMNT	0.00	204,350.34	204,350.34	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	14,430.28	14,626.20	195.92	1.36
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		3,434,387.87	3,495,922.41	61,534.54	1.79
		=====	=====	=====	=====

LIABILITIES					
10-00-2000	ACCOUNTS PAYABLE	(4,370.86)	(13,362.13)	(8,991.27)	205.71
10-00-2010	STATE COMP FINES PAYABLE	41,489.45	53,986.95	12,497.50	30.12
10-00-2013	OMNI COURT LIABILITY	378.10	522.10	144.00	38.09
10-00-2014	MVBA	3,691.73	0.00	(3,691.73)	100.00-
10-00-2015	COURT BONDS	334.20	848.20	514.00	153.80
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)	617.50	832.69	386.96-
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	2,122.76	2,123.40	0.64	0.03
10-00-2122	DENTAL VISION ADD'L PLAN	(25.59)	(2.68)	22.91	89.53-
10-00-2123	LIBERTY NATIONAL LIFE	207.64	142.02	(65.62)	31.60-
10-00-2124	APPROVED PAYROLL ADVANCE	433.00	0.00	(433.00)	100.00-
10-00-2127	INSURANCE CLAIMS	4,159.86	525.94	(3,633.92)	87.36-
10-00-2130	EMPLOYEE EQUIPMENT PURCHS	2,423.12	0.00	(2,423.12)	100.00-
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		290,694.23	492,965.25	202,271.02	69.58

FUND EQUITY					
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		1,152,073.01	986,383.54	(165,689.47)	14.38-

CITY OF BRUCEVILLE-EDDY
 YEAR TO DATE BALANCE SHEET
 AS OF: AUGUST 31ST, 2023

10 -GENERAL FUND

ACCT NO#	ACCOUNT NAME	2021-2022 BALANCE	2022-2023 BALANCE	\$ CHANGE	% CHANGE
	TOTAL EXPENDITURES	(800,009.15)	(1,019,677.67)	(219,668.52)	27.46
	TOTAL FUND EQUITY	3,143,693.64	3,002,957.16	(140,736.48)	4.48-
	TOTAL LIABILITIES & EQUITY	3,434,387.87	3,495,922.41	61,534.54	1.79
	** OUT OF BALANCE **	0.00	0.00	0.00	1.79

CITY OF BRUCEVILLE-EDDY
 YEAR TO DATE BALANCE SHEET
 AS OF: AUGUST 31ST, 2023

50 -WATER FUND

ACCT NO#	ACCOUNT NAME	2021-2022 BALANCE	2022-2023 BALANCE	\$ CHANGE	% CHANGE
ASSETS					
50-00-1000	MOODY BANK CKING WATER SUPPLY	319,836.32	191,044.36	(128,791.96)	40.27-
50-00-1001	SECURITY DEPOSIT	52,796.47	44,328.46	(8,468.01)	16.04-
50-00-1002	#729 CD INVESTMENT ACCT. CDAR	60,638.23	62,652.01	2,013.78	3.32
50-00-1004	2011 IMPROV-INT & SINKING FUND	60,516.13	62,761.83	2,245.70	3.71
50-00-1005	PETTY CASH	200.00	200.00	0.00	0.00
50-00-1006	2011 IMPRV RVN BOND RESRV FUND	71,417.28	71,524.67	107.39	0.15
50-00-1008	2013 INT & SINKING FUND	115,855.57	118,852.20	2,996.63	2.59
50-00-1009	2013 IMPROVEMNT REV BOND RESRV	5,102.40	5,110.08	7.68	0.15
50-00-1012	#166 IMP REV BOND INVST ACCT	165,506.27	171,003.08	5,496.81	3.32
50-00-1013	2011 REFUND REV RESERVE BOND	37,856.32	37,913.26	56.94	0.15
50-00-1014	2011 INT & SINKING FUND	29,776.00	30,911.73	1,135.73	3.81
50-00-1016	2015 INT & SINKING FUND	36,246.02	36,587.86	341.84	0.94
50-00-1017	#522 COBE WATER INVESTMENT	1,862,673.90	2,077,441.82	214,767.92	11.53
50-00-1018	BAD DEBT ALLOWANCES	(5,725.69)	5,016.35	10,742.04	187.61-
50-00-1020	RVS WATER RECEIVABLES	222,565.98	249,563.36	26,997.38	12.13
50-00-1021	RVS RECEIVABLES NSF CHECKS	284.39	131.71	(152.68)	53.69-
50-00-1022	RVS TAP FEE RECEIVABLES	1,470.59	101.14	(1,369.45)	93.12-
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		6,739,751.47	6,865,992.74	126,241.27	1.87
		=====	=====	=====	=====

LIABILITIES					
50-00-2000	ACCOUNTS PAYABLE	48,996.95	92,404.07	43,407.12	88.59
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: AUGUST 31ST, 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	98.53	(0.01)	(98.54)	100.01-
50-00-2111	METER STUDY ENGINEER	3,298.00	4,328.00	1,030.00	31.23
50-00-2113	UNEARNED DEPOSITS	44,035.64	40,165.11	(3,870.53)	8.79-
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	(16.84)	(16.84)	0.00	0.00
50-00-2123	LIBERTY NATIONAL LIFE	136.30	0.00	(136.30)	100.00-
50-00-2126	REV BOND SERIES 2011 CURRENT	59,000.00	63,000.00	4,000.00	6.78
50-00-2127	INSURANCE CLAIMS	0.00	2,425.70	2,425.70	0.00
50-00-2200	CREEKSIDE RANCH DEVELOPMENT	92,641.57	1,666.15	(90,975.42)	98.20-
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	14,430.28	14,626.20	195.92	1.36
50-00-2751	DUE TO SEWER FUND	(850,232.79)	(855,580.14)	(5,347.35)	0.63
50-00-2800	OVER/SHORT	<u>13.51</u>	<u>3.95</u>	<u>(9.56)</u>	<u>70.76-</u>
	TOTAL LIABILITIES	1,712,603.76	1,360,409.79	(352,193.97)	20.56-
FUND EQUITY					
50-00-3000	FUND BALANCE	4,672,372.55	5,140,490.23	468,117.68	10.02
	TOTAL REVENUES	1,836,220.78	2,111,875.31	275,654.53	15.01
	TOTAL EXPENDITURES	<u>(1,481,445.62)</u>	<u>(1,746,782.59)</u>	<u>(265,336.97)</u>	<u>17.91</u>
	TOTAL FUND EQUITY	5,027,147.71	5,505,582.95	478,435.24	9.52
	TOTAL LIABILITIES & EQUITY	<u>6,739,751.47</u>	<u>6,865,992.74</u>	<u>126,241.27</u>	<u>1.87</u>
		=====	=====	=====	=====
** OUT OF BALANCE **		0.00	0.00	0.00	1.87

CITY OF BRUCEVILLE-EDDY
 YEAR TO DATE BALANCE SHEET
 AS OF: AUGUST 31ST, 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>850,232.79</u>	<u>855,580.14</u>	<u>5,347.35</u>	<u>0.63</u>
	TOTAL LIABILITIES	851,764.04	857,111.39	5,347.35	0.63
<u>FUND EQUITY</u>					
51-00-3000	RETAINED EARNINGS	(14,685.10)	(35,291.65)	(20,606.55)	140.32
	TOTAL EXPENDITURES	<u>(97,721.80)</u>	<u>(4,517.60)</u>	<u>93,204.20</u>	<u>95.38-</u>
	TOTAL FUND EQUITY	(112,406.90)	(39,809.25)	72,597.65	64.58-
=====					
	TOTAL LIABILITIES & EQUITY	739,357.14	817,302.14	77,945.00	10.54
=====					
	** OUT OF BALANCE **	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>10.54</u>
=====					

Check Register

Accounts Payable-PAID

08/01/2023

to

08/31/2023

Check Register

Accounts Payable-Paid

8/01/2023-8/31/2023

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

Principal Life Insurance Company

State Comptroller

TML Health

United States Treasury

VENDOR SET: 01 City of Bruceville-Eddy

BANK: * ALL BANKS

DATE RANGE: 8/01/2023 THRU 8/31/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	VOID CHECK	V	8/29/2023			007687		
0140	CORE & MAIN LP							
0140	CORE & MAIN LP							
	C-CHECK	VOIDED	V 8/09/2023			009372		599.20CR
0163	EXTRACO TECHNOLOGY							
0163	EXTRACO TECHNOLOGY							
	C-CHECK	VOIDED	V 8/09/2023			009373		378.66CR
0115	HOLT CAT							
0115	HOLT CAT							
	C-CHECK	VOIDED	V 8/09/2023			009374		169.48CR
0359	LEE ENTERPRISES, INC							
0359	LEE ENTERPRISES, INC							
	C-CHECK	VOIDED	V 8/09/2023			009375		1,217.99CR
0141	LONESTAR MAINTENANCE & SERVICE							
0141	LONESTAR MAINTENANCE & SERVICE							
	C-CHECK	VOIDED	V 8/09/2023			009376		63.00CR
0136	MCCREARY, VESELKA, BRAGG, & AL							
0136	MCCREARY, VESELKA, BRAGG, & AL							
	C-CHECK	VOIDED	V 8/09/2023			009377		16.95CR

User and printer error. Did not double check the order of the checks and printer did not grab a check so out of order. Check#9372,9373, 9374,9375,9376, and 9377.EM

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
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:	7 VOID DEBITS	0.00		
	VOID CREDITS	2,445.28CR	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			7	2,445.28CR	0.00	0.00
BANK: *		TOTALS:	7	2,445.28CR	0.00	0.00

VENDOR SET: 01 City of Bruceville-Eddy

BANK: 10AP GENERAL FUND

DATE RANGE: 8/01/2023 THRU 8/31/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0322	AMAZON CAPITAL SERVICES	R	8/02/2023			007637		217.64
			*** VENDOR TOTALS ***			1 CHECKS		217.64
0147	ATMOS ENERGY	R	8/02/2023			007638		65.93
			*** VENDOR TOTALS ***			1 CHECKS		65.93
0271	BLADES GROUP LLC	R	8/16/2023			007656		1,410.00
			*** VENDOR TOTALS ***			1 CHECKS		1,410.00
0194	CARD SERVICE CENTER	R	8/02/2023			007639		894.24
0194	CARD SERVICE CENTER	R	8/29/2023			007678		1,084.16
			*** VENDOR TOTALS ***			2 CHECKS		1,978.40
0190	CARD SERVICE CENTER	R	8/16/2023			007657		627.96
			*** VENDOR TOTALS ***			1 CHECKS		627.96
0131	CHARTER COMMUNICATIONS	R	8/02/2023			007640		150.77
0131	CHARTER COMMUNICATIONS	R	8/23/2023			007669		120.61
0131	CHARTER COMMUNICATIONS	R	8/29/2023			007679		102.12
			*** VENDOR TOTALS ***			3 CHECKS		373.50
0122	CITY OF WACO	R	8/23/2023			007670		1,059.75
			*** VENDOR TOTALS ***			1 CHECKS		1,059.75
0202	CITY OF WACO FINANCE DEPARTMEN	R	8/16/2023			007658		375.00
			*** VENDOR TOTALS ***			1 CHECKS		375.00
0336	DANA SAFETY SUPPLY, INC.	R	8/02/2023			007641		1,830.00
			*** VENDOR TOTALS ***			1 CHECKS		1,830.00
0155	EXTRACO CONSULTING	R	8/16/2023			007659		50.00
			*** VENDOR TOTALS ***			1 CHECKS		50.00
0163	EXTRACO TECHNOLOGY	R	8/09/2023			007651		1,135.98
			*** VENDOR TOTALS ***			1 CHECKS		1,135.98
0110	FALLS COUNTY APPRAISAL DISTRIC	R	8/23/2023			007671		147.87
			*** VENDOR TOTALS ***			1 CHECKS		147.87
0167	FIRST NATIONAL BANK OF MOODY	D	8/16/2023			000548		36.00

VENDOR SET: 01 City of Bruceville-Eddy

BANK: 10AP GENERAL FUND

DATE RANGE: 8/01/2023 THRU 8/31/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0167	FIRST NATIONAL BANK OF MOODY	D	8/29/2023			000553		36.00
			*** VENDOR TOTALS ***			2 CHECKS		72.00
0128	FUELMAN	R	8/02/2023			007642		1,672.04
0128	FUELMAN	R	8/16/2023			007660		1,698.84
0128	FUELMAN	R	8/29/2023			007680		1,568.79
			*** VENDOR TOTALS ***			3 CHECKS		4,939.67
0237	GENERAL CODE	R	8/23/2023			007672		1,095.00
			*** VENDOR TOTALS ***			1 CHECKS		1,095.00
0298	GOTO COMMUNICATIONS, INC.	R	8/09/2023			007652		464.80
			*** VENDOR TOTALS ***			1 CHECKS		464.80
0154	GREATAMERICA FINANCIAL SVCS.	R	8/02/2023			007643		90.00
			*** VENDOR TOTALS ***			1 CHECKS		90.00
0168	HEART OF TEXAS ELECTRIC CO-OP	D	8/02/2023			000542		102.84
0168	HEART OF TEXAS ELECTRIC CO-OP	D	8/29/2023			000554		103.08
			*** VENDOR TOTALS ***			2 CHECKS		205.92
0334	JAMES REDDEN	R	8/09/2023			007653		515.00
			*** VENDOR TOTALS ***			1 CHECKS		515.00
0158	LANDSCAPE SUPPLY	R	8/02/2023			007644		78.98
			*** VENDOR TOTALS ***			1 CHECKS		78.98
0359	LEE ENTERPRISES, INC	R	8/09/2023			007654		53.47
			*** VENDOR TOTALS ***			1 CHECKS		53.47
0102	LEGALSHIELD	R	8/29/2023			007681		15.95
			*** VENDOR TOTALS ***			1 CHECKS		15.95
0361	LEXIPOL, LLC	R	8/16/2023			007661		177.16
			*** VENDOR TOTALS ***			1 CHECKS		177.16
0103	GLOBE LIFE LIBERTY NATIONAL DI	R	8/29/2023			007682		403.86
			*** VENDOR TOTALS ***			1 CHECKS		403.86
0209	LONE STAR DESIGNS & PRINTING	R	8/16/2023			007662		120.00
			*** VENDOR TOTALS ***			1 CHECKS		120.00

VENDOR SET: 01 City of Bruceville-Eddy

BANK: 10AP GENERAL FUND

DATE RANGE: 8/01/2023 THRU 8/31/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0136	MCCREARY, VESELKA, BRAGG, & AL	R	8/29/2023			007683		3,689.24
			*** VENDOR TOTALS ***			1 CHECKS		3,689.24
0134	MCLENNAN CENTRAL APPRAISAL DIS	R	8/23/2023			007673		794.93
			*** VENDOR TOTALS ***			1 CHECKS		794.93
0272	MCLENNAN COUNTY PRECINCT 1	R	8/23/2023			007674		30,175.00
			*** VENDOR TOTALS ***			1 CHECKS		30,175.00
0256	MESSER, FORT & MCDONALD	R	8/02/2023			007645		1,448.83
0256	MESSER, FORT & MCDONALD	R	8/16/2023			007663		8,296.19
			*** VENDOR TOTALS ***			2 CHECKS		9,745.02
0265	MRB GROUP	R	8/16/2023			007664		1,817.50
			*** VENDOR TOTALS ***			1 CHECKS		1,817.50
0146	O'REILLY AUTOMOTIVE, INC.	R	8/09/2023			007655		376.73
			*** VENDOR TOTALS ***			1 CHECKS		376.73
0108	ODP BUSINESS SOLUTIONS, LLC	R	8/02/2023			007646		182.62
			*** VENDOR TOTALS ***			1 CHECKS		182.62
0104	OFFICE OF THE ATTORNEY GENERAL	R	8/01/2023			007635		186.25
0104	OFFICE OF THE ATTORNEY GENERAL	R	8/01/2023			007636		253.38
0104	OFFICE OF THE ATTORNEY GENERAL	R	8/16/2023			007665		186.25
0104	OFFICE OF THE ATTORNEY GENERAL	R	8/16/2023			007666		253.38
0104	OFFICE OF THE ATTORNEY GENERAL	R	8/29/2023			007684		186.25
0104	OFFICE OF THE ATTORNEY GENERAL	R	8/29/2023			007685		253.38
			*** VENDOR TOTALS ***			6 CHECKS		1,318.89
0105	PRINCIPAL LIFE INSURANCE COMPA	R	8/29/2023			007686		703.60
			*** VENDOR TOTALS ***			1 CHECKS		703.60
1	AMBER PABST	R	8/29/2023			007677		185.00
			*** VENDOR TOTALS ***			1 CHECKS		185.00
0332	SHELL ENERGY SOLUTIONS	R	8/23/2023			007675		1,890.75
			*** VENDOR TOTALS ***			1 CHECKS		1,890.75

VENDOR SET: 01 City of Bruceville-Eddy
BANK: 10AP GENERAL FUND
DATE RANGE: 8/01/2023 THRU 8/31/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0173	TML HEALTH	R	8/29/2023			007688		14,117.52
			*** VENDOR TOTALS ***			1 CHECKS		14,117.52
0100	TEXAS MUNICIPAL RETIREMENT SYS	D	8/04/2023			000545		6,219.82
0100	TEXAS MUNICIPAL RETIREMENT SYS	D	8/29/2023			000555		9,432.80
			*** VENDOR TOTALS ***			2 CHECKS		15,652.62
0129	TYLER TECHNOLOGIES, INC	R	8/02/2023			007647		3,358.60
			*** VENDOR TOTALS ***			1 CHECKS		3,358.60
0107	UNITED STATES TREASURY	D	8/14/2023			000546		2,562.12
0107	UNITED STATES TREASURY	D	8/28/2023			000549		2,498.67
			*** VENDOR TOTALS ***			2 CHECKS		5,060.79
0360	VERIZON	R	8/02/2023			007648		132.65
			*** VENDOR TOTALS ***			1 CHECKS		132.65
0112	VERIZON WIRELESS	R	8/16/2023			007667		567.53
			*** VENDOR TOTALS ***			1 CHECKS		567.53
0362	VOLLAN FIRE PROTECTION LLC	R	8/16/2023			007668		888.00
			*** VENDOR TOTALS ***			1 CHECKS		888.00
0127	WASTE CONNECTIONS LONE STAR, I	R	8/02/2023			007649		1,399.90
			*** VENDOR TOTALS ***			1 CHECKS		1,399.90
0253	WENDY MILLIMAN	R	8/02/2023			007650		25.00
0253	WENDY MILLIMAN	R	8/23/2023			007676		200.00
			*** VENDOR TOTALS ***			2 CHECKS		225.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	53	88,794.40	0.00	88,794.40
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	8	20,991.33	0.00	20,991.33
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

VENDOR SET: 01 BANK: 10AP TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	61	109,785.73	0.00	109,785.73
BANK: 10AP TOTALS:	61	109,785.73	0.00	109,785.73

VENDOR SET: 01 City of Bruceville-Eddy
BANK: 10CT MUNICIPAL COURT TECH/BUILD
DATE RANGE: 8/01/2023 THRU 8/31/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0163	EXTRACO TECHNOLOGY	R	8/09/2023			001262		378.66
				*** VENDOR TOTALS ***		1 CHECKS		378.66
0129	TYLER TECHNOLOGIES, INC	R	8/02/2023			001261		3,358.59
				*** VENDOR TOTALS ***		1 CHECKS		3,358.59

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2	3,737.25	0.00	3,737.25
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	3,737.25	0.00	3,737.25
BANK: 10CT TOTALS:	2	3,737.25	0.00	3,737.25

VENDOR SET: 01 City of Bruceville-Eddy

BANK: 50AP WATER SUPPLY

DATE RANGE: 8/01/2023 THRU 8/31/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0142	ACT PIPE & SUPPLY, INC.	R	8/16/2023			009383		374.63
			*** VENDOR TOTALS ***			1 CHECKS		374.63
0211	ATWOOD DISTRIBUTING, L.P.	R	8/09/2023			009368		607.95
			*** VENDOR TOTALS ***			1 CHECKS		607.95
0152	BLUEBONNET WATER SUPPLY CORP.	R	8/09/2023			009369		82,029.50
			*** VENDOR TOTALS ***			1 CHECKS		82,029.50
0157	BRUCEVILLE-EDDY VFD	R	8/02/2023			009360		107.00
			*** VENDOR TOTALS ***			1 CHECKS		107.00
0119	CARD SERVICE CENTER	R	8/09/2023			009370		315.17
			*** VENDOR TOTALS ***			1 CHECKS		315.17
0190	CARD SERVICE CENTER	R	8/16/2023			009384		810.33
			*** VENDOR TOTALS ***			1 CHECKS		810.33
0151	CITY OF WACO WATER OFFICE	R	8/09/2023			009371		90.00
			*** VENDOR TOTALS ***			1 CHECKS		90.00
0140	CORE & MAIN LP	R	8/02/2023			009361		3,998.53
0140	CORE & MAIN LP	V	8/09/2023			009372		599.20
0140	CORE & MAIN LP							
0140	CORE & MAIN LP							
M-CHECK	CORE & MAIN LP	VOIDED	V	8/09/2023		009372		599.20CR
0140	CORE & MAIN LP	R	8/09/2023			009378		599.20
0140	CORE & MAIN LP	R	8/23/2023			009392		1,785.82
			*** VENDOR TOTALS ***			3 CHECKS		6,383.55
0163	EXTRACO TECHNOLOGY	V	8/09/2023			009373		378.66
0163	EXTRACO TECHNOLOGY							
0163	EXTRACO TECHNOLOGY							
M-CHECK	EXTRACO TECHNOLOGY	VOIDED	V	8/09/2023		009373		378.66CR
0163	EXTRACO TECHNOLOGY	R	8/09/2023			009379		378.66
			*** VENDOR TOTALS ***			1 CHECKS		378.66

VENDOR SET: 01 City of Bruceville-Eddy

BANK: 50AP WATER SUPPLY

DATE RANGE: 8/01/2023 THRU 8/31/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0167	FIRST NATIONAL BANK OF MOODY	D	8/16/2023			000547		179.50
			*** VENDOR TOTALS ***			1 CHECKS		179.50
0128	FUELMAN	R	8/02/2023			009362		930.20
0128	FUELMAN	R	8/16/2023			009385		974.28
0128	FUELMAN	R	8/29/2023			009397		713.48
			*** VENDOR TOTALS ***			3 CHECKS		2,617.96
0154	GREATAMERICA FINANCIAL SVCS.	R	8/02/2023			009363		90.00
			*** VENDOR TOTALS ***			1 CHECKS		90.00
0168	HEART OF TEXAS ELECTRIC CO-OP	D	8/02/2023			000539		1,078.00
0168	HEART OF TEXAS ELECTRIC CO-OP	D	8/02/2023			000540		2,602.00
0168	HEART OF TEXAS ELECTRIC CO-OP	D	8/02/2023			000541		939.00
0168	HEART OF TEXAS ELECTRIC CO-OP	D	8/29/2023			000550		4,562.00
0168	HEART OF TEXAS ELECTRIC CO-OP	D	8/29/2023			000551		2,451.00
0168	HEART OF TEXAS ELECTRIC CO-OP	D	8/29/2023			000552		1,184.00
			*** VENDOR TOTALS ***			6 CHECKS		12,816.00
0115	HOLT CAT	V	8/09/2023			009374		169.48
0115	HOLT CAT							
0115	HOLT CAT							
M-CHECK	HOLT CAT	VOIDED	V	8/09/2023		009374		169.48CR
0115	HOLT CAT	R	8/09/2023			009380		169.48
			*** VENDOR TOTALS ***			1 CHECKS		169.48
0145	KEITH ACE HARDWARE-GO	R	8/02/2023			009364		248.31
			*** VENDOR TOTALS ***			1 CHECKS		248.31
0359	LEE ENTERPRISES, INC	V	8/09/2023			009375		1,217.99
0359	LEE ENTERPRISES, INC							
0359	LEE ENTERPRISES, INC							
M-CHECK	LEE ENTERPRISES ADV	VOIDED	V	8/09/2023		009375		1,217.99CR

VENDOR SET: 01 City of Bruceville-Eddy
 BANK: 50AP WATER SUPPLY
 DATE RANGE: 8/01/2023 THRU 8/31/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0359	LEE ENTERPRISES, INC	R	8/09/2023			009381		1,217.99
			*** VENDOR TOTALS ***			1 CHECKS		1,217.99
0141	LONESTAR MAINTENANCE & SERVICE	R	8/02/2023			009365		1,091.00
0141	LONESTAR MAINTENANCE & SERVICE	V	8/09/2023			009376		63.00
0141	LONESTAR MAINTENANCE & SERVICE							
0141	LONESTAR MAINTENANCE & SERVICE							
M-CHECK	LONESTAR MAINTENANCE & SVOIDED	V	8/09/2023			009376		63.00CR
0141	LONESTAR MAINTENANCE & SERVICE	R	8/09/2023			009382		63.00
0141	LONESTAR MAINTENANCE & SERVICE	R	8/29/2023			009398		2,024.05
			*** VENDOR TOTALS ***			3 CHECKS		3,178.05
0136	MCCREARY, VESELKA, BRAGG, & AL	V	8/09/2023			009377		16.95
0136	MCCREARY, VESELKA, BRAGG, & AL							
0136	MCCREARY, VESELKA, BRAGG, & AL							
M-CHECK	MCCREARY, VESELKA, BRAGGVOIDED	V	8/09/2023			009377		16.95CR
0124	MCLENNAN COUNTY CLERK	R	8/23/2023			009393		20.00
			*** VENDOR TOTALS ***			1 CHECKS		20.00
0256	MESSER, FORT & MCDONALD	R	8/16/2023			009386		481.50
			*** VENDOR TOTALS ***			1 CHECKS		481.50
0265	MRB GROUP	R	8/16/2023			009387		9,710.00
			*** VENDOR TOTALS ***			1 CHECKS		9,710.00
0270	MVBA LLC	R	8/16/2023			009388		16.95
			*** VENDOR TOTALS ***			1 CHECKS		16.95
0198	NATIONAL WHOLESALE SUPPLY CO,	R	8/29/2023			009399		1,322.30
			*** VENDOR TOTALS ***			1 CHECKS		1,322.30
1	CITY OF B-E WATER SUPPLY	R	8/23/2023			009391		411.03
			*** VENDOR TOTALS ***			1 CHECKS		411.03
0354	RON PERRIN WATER TECHNOLOGIES,	R	8/23/2023			009394		2,649.00
			*** VENDOR TOTALS ***			1 CHECKS		2,649.00

VENDOR SET: 01 City of Bruceville-Eddy

BANK: 50AP WATER SUPPLY

DATE RANGE: 8/01/2023 THRU 8/31/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0332	SHELL ENERGY SOLUTIONS	R	8/23/2023			009395		7,216.18
			*** VENDOR TOTALS ***			1 CHECKS		7,216.18
0129	TYLER TECHNOLOGIES, INC	R	8/02/2023			009366		3,358.60
			*** VENDOR TOTALS ***			1 CHECKS		3,358.60
0143	UNITED STATES POSTAL SERVICE	R	8/01/2023			009359		888.42
0143	UNITED STATES POSTAL SERVICE	R	8/29/2023			009400		948.60
			*** VENDOR TOTALS ***			2 CHECKS		1,837.02
0139	USA BLUEBOOK	R	8/29/2023			009401		209.30
			*** VENDOR TOTALS ***			1 CHECKS		209.30
0112	VERIZON WIRELESS	R	8/16/2023			009389		217.97
			*** VENDOR TOTALS ***			1 CHECKS		217.97
0127	WASTE CONNECTIONS LONE STAR, I	R	8/02/2023			009367		12,153.89
			*** VENDOR TOTALS ***			1 CHECKS		12,153.89
0164	YOUNGBLOOD AUTOMOTIVE & TIRE	R	8/16/2023			009390		7.00
0164	YOUNGBLOOD AUTOMOTIVE & TIRE	R	8/23/2023			009396		77.25
			*** VENDOR TOTALS ***			2 CHECKS		84.25

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	37	138,323.52	0.00	138,306.57
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	7	12,995.50	0.00	12,995.50
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	6 VOID DEBITS	2,428.33		
	VOID CREDITS	2,445.28CR	16.95CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: 50AP TOTALS:	50	151,302.07	0.00	151,302.07
BANK: 50AP TOTALS:	50	151,302.07	0.00	151,302.07

VENDOR SET: 01 City of Bruceville-Eddy
BANK: 50SD SECURITY DEPOSIT
DATE RANGE: 8/01/2023 THRU 8/31/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	HUBER, ERIKA	R	8/23/2023			001756		151.09
*** VENDOR TOTALS ***						1 CHECKS		151.09

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	151.09	0.00	151.09
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:	1	151.09	0.00	151.09
BANK: 50SD TOTALS:	1	151.09	0.00	151.09
REPORT TOTALS:	114	264,976.14	0.00	264,976.14

Ron Perrin Water Technologies, Inc.

PO Box 101614
Fort Worth, Texas 76185

Phone 1-888-481-1768
FAX (817) 246-1740

Email: tankinspections@aol.com
Wednesday, August 16, 2023

Proposal For: Bruceville Eddy WS
Attn: Gene Sprouse
Cell:
Address: 144 Wilcox Dr, Eddy, TX 76524

Fax:
E-Mail: gsprouse@bruceville-eddy.us
Phone: 254-859-5700

This proposal is for the Cleaning of potable water storage facilities. Prices are based on tank size and the amount of sediment on the floor area. **Certified Divers perform cleanings of water storage facilities while they remain full of water.** Divers are sealed in a DRY SUIT so there is no human contact with the water. Divers are then washed down with a chlorine solution to meet sanitary requirements. Our potable water diving meets all AWWA and OSHA requirements as defined in 29CFR. Ron Perrin is a member of NFPA and NACE.

Included in the below listed price:


- Removal of up to 3" of loose sediment from the floor of listed facilities
- Documentation of work performed
- Two Million Dollars Liability Insurance Coverage from contractor
- All tools and materials needed to perform cleaning

1. 2) 100K Gallon Water Storage Ground Tanks (Insp.2 and 3)	\$2,950.00each	\$5,900.00
2. Travel Charge		\$173.00
Total due upon completion:		\$6,073.00

Prices are for facilities with ladders and normal access.

Additional sediment removal may take additional hours. **The tank must be at or near the overflow for our cleaning process to work.** To avoid additional hourly charges, make sure your tank is full. Other factors that may take additional time are: HOT WELLS (Over 90 degrees) or removal of rock or concrete may also constitute additional time. **If solid debris is hidden within the sediment and causes breakage or failure of our pump, additional costs may be assessed to cover impeller replacement or repairs to our pump.** Sediment is removed to the utility yard; normally this will fill in low spots in the yard. **ACCESS: We need 12 to 14 hours access to the tank per day.** Forcing our crew to quit before dark will add days to the process and could double the cost of this proposal.

Thank You,


Robert Perrin, SSH
Vice President
1-888-481-1768

Approved by _____
Date _____
P.O. # _____

See www.ronperrin.com for more details.

Surplus Items

Item 1

Vehicle Number WT-102

2011 Fore F-150 – White in Color

License Plate: 133-7009

Vin: 1FTMF1CM6BKD10522

Mileage: 174,260 (still in service daily)

Description Notes: 3.7 L, V6 Cylinder: Currently experiencing engine electrical issues

Item 2

Prairie Dog Boring Machine

Model: 1200 TW Prairie Dog

Engine Model: Robin EH34

Item 3

Soniclear System with MOTU USB Audio Interface

Digital sound recording equipment for Windows

8 hi-speed USB audio interface with eight mic preamps

Item 4

Lot of two (2) office desks

Item 5

Lot of unpainted wooden baseboard trim: 43 slats, 12 ft. long

Item 6

Lot of two (2) pump motors

1. Model: 20 HP Century Eplus 2910 rpm

Description Notes: Blue in color

2. Model: 25 HP Baldor 3500 rpm

Description Notes: Gray in color



René Bates Auctioneers, Inc. (hereinafter referred to as RBAI) proposes to conduct Online Auctions for the City of Bruceville-Eddy, Texas on an as needed basis under the following terms and conditions:

René Bates Auctioneers, Inc.'s Responsibilities:

1. Conduct online auctions for the City of Bruceville-Eddy, Texas at their request.
2. Set starting prices for each online auction item or coordinate with your designee to set starting prices for each online auction item, if so desired.
3. Post all online auction information on www.renebates.com.
4. Conduct and monitor auction items for approximately two weeks prior to the closing date of each online auction conducted.
5. Advertise your online auction, as necessary, through our normal channels such as, but not limited to, newspapers, trade journals, and print brochures at our sole discretion. RBAI shall not be responsible for advertising required of governmental entities under state law.
6. Generate and send a minimum of two email blast notices to our entire email database when your auction has been posted.
7. Invoice all successful bidders once your auction has closed.
8. Collect all auction proceeds including any applicable sales tax from the successful bidder(s).
9. Generate paid receipts to the buyer with a copy to your approved distribution list.
10. Balance all auction payments received with actual sales results.
11. Remit all monies, less commission and sales tax, to your designee.
12. Remit all sales tax collected to the State of Texas Comptroller under our Texas Sales and Use Tax Permit #17517183822 on a monthly basis.
13. Maintain all documentation for exemptions, resale certificates, and export certifications for sales tax for the State of Texas.
14. Maintain records of all your auctions for three years.

City of Bruceville-Eddy, Texas' Responsibilities:

1. Provide a list of all items to be sold and gather information on all auction items and take digital photographs of each auction and send to RBAI.
2. Have auction contact person (Fleet Manager or designee) complete Vehicle Information Sheets on all vehicles and heavy equipment and forward to RBAI.
3. Conduct onsite viewing of all auction items before the closing of each online auction in order for bidders to physically inspect auction items.
4. Contact local news media for a Public Service Announcement informing the local public of the upcoming online auction and handle all legal advertising as required by the City of Bruceville-Eddy, Texas. Provide a link on your website to www.renebates.com to direct potential buyers to your auction.
5. Transfer all titles to successful buyers after the City of Bruceville-Eddy, Texas has received an electronic paid receipt from RBAI.
6. Oversee removal and checkout of all paid auction items.

René Bates Auctioneers, Inc. proposes to conduct Online Auctions for the City of Bruceville-Eddy, Texas and will charge and retain a 10% Buyer's Premium in lieu of a commission on all fleet vehicles, heavy equipment, and miscellaneous items. These auctions will be conducted on an as needed basis for the City of Bruceville-Eddy, Texas.



Michelle Bates, Vice President
René Bates Auctioneers, Inc.

Date: 9/5/23

City of Bruceville-Eddy, Texas
Authorized Signer*

Date:

*Any items submitted for public auction via this contract have been declared surplus through the appropriate channels of the selling entity.

Texas Auctioneer License No.'s 15025 & 12100. All auctioneers are licensed and regulated by the Texas Department of Licensing and Regulation and are covered by a Recovery Fund administered by the Department. Licensure with the Department does not imply approval or endorsement by the State of Texas. If you have an unresolved complaint it should be directed to: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, (512) 463-2906, www.tdlr.texas.gov.

LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM WATER PROVIDER AGREEMENT

PURPOSE. The purpose of the Low Income Household Water Assistance Program (“LIHWAP”) Water Provider Agreement (“Vendor Agreement”) is to provide a grant for emergency assistance to low-income households, particularly those with the lowest incomes that pay a high proportion of household income for water, storm water, drinking water, wastewater/sewer, and groundwater services, said services herein collectively referred to as “Water Services”.

The Water Services Provider identified below, agrees to the terms of the LIHWAP grant and to accept payment from LIHWAP agencies only for eligible LIHWAP clients to whom Vendor continues to provide Water Services. The Water Assistance Provider identified below, agrees to make payments only for eligible LIHWAP clients.

PARTIES. This Vendor Agreement is by and between:

[Economic Opportunities Advancement Corporation](#)

Water Assistance Provider (“Agency”)

[City of Bruceville-Eddy Water Department](#)

Water Services Provider (“Vendor”)

The Agency and Vendor are each a party to this Vendor Agreement and herein each referred to as “Party” or collectively referred to as “Parties”.

SERVICE AREA. Vendor and Agency agree to assist eligible LIHWAP clients in the following Texas counties:

[McLennan, Falls](#)

WATER SERVICES. Water Services provided and billed by Vendor:

- Water Fees
- Stormwater Fees
- Wastewater
- Sewer Fees
- Groundwater Fees
- Other: _____

TERM. This Vendor Agreement shall be effective from [September 15](#), 20 22, and shall terminate on the earlier date of _____ or September 30, 2023. Either of the Parties may terminate this Vendor Agreement by written notice. Such written notice of termination shall not affect any obligation by either of the Parties incurred prior to the receipt of such notice.

NOTICE. Notice shall be sent via certified mail to the addresses below with return receipt requested.

Vendor: [City of Bruceville-Eddy Water Department](#)

(Vendor Name)

144 Wilcox Drive Eddy, Texas 76524

(Vendor Mailing Address)

11285

(Vendor Certificate of Convenience and Necessity # (“CCN”))

Agency: EOAC

(Agency Name)

500 Franklin Ave. Waco, TX 76701

(Agency Mailing Address)

AGENCY REPRESENTATIONS. The Agency represents and warrants to Vendor that it is an entity under contract with the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (“**TDHCA**”) and as such is authorized and has received funding from the TDHCA to provide bill payment assistance service for eligible LIHWAP clients. In addition, the Agency further represents and warrants to Vendor that it has determined eligible LIHWAP clients to be eligible under the LIHWAP guidelines. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection, or prevention of disconnection of service, and to pay either partially or in full an eligible LIHWAP client’s current due water bill, known as “**Eligible Costs**” related to Water Services.

VENDOR’S REPRESENTATIONS. The Vendor represents and warrants that it will apply any payments received from Agency to the eligible LIHWAP client’s account related to Eligible Costs.

AGENCY AND VENDOR ACKNOWLEDGEMENT. Both Parties acknowledge that this Vendor Agreement and the services provided by the Vendor are governed by and subject to the federal and state laws and regulations in accordance with the LIHWAP.

Both Parties acknowledge that TDHCA may select other entities to serve LIHWAP clients in the identified Texas Counties, and that Vendor shall not refuse to enter into other Agreements with these entities because of the existence of this Vendor Agreement.

AMENDMENTS. Any and all amendments to this Vendor Agreement shall be in writing, approved by TDHCA, and agreed upon by both Parties.

VENDOR’S RESPONSIBILITIES. Vendor will, with reference to an eligible LIHWAP client:

- Provide the Agency with at least one designated contact person who shall be available to respond by telephone and email to all reasonable inquiries regarding eligible LIHWAP clients and client accounts including but not limited to bills, payments, and services.
- Provide water services to each eligible and approved household for which payment is provided under LIHWAP.
- Extend the potential LIHWAP application for water services for up to ten calendar days while the Agency determines whether the potential LIHWAP applicant is eligible pursuant to the LIHWAP.
- Upon accepting payment from Agency for the eligible LIHWAP client, continue or restore water services to eligible LIHWAP with no increases in charges, service charges, or other charges or fees affecting the total cost of the bill, except for increases approved by the Water Provider’s governing body applicable to all Water Provider’s customers.
- In the event the Agency requires the eligible LIHWAP client to pay a portion of the bill prior to having a pledge made on their account on or before the disconnect date, nothing in this agreement requires the Vendor to delay a disconnect if the eligible LIHWAP client has not paid their required portion.
- Invoice the eligible LIHWAP client in accordance with Vendor’s normal billing practices.

- Upon verbal or written request from Agency, provide at no cost to the Agency the eligible LIHWAP client's billing and usage history for previous twelve (12) months, or available history plus monthly estimates if less than twelve (12) months of billing history and usage is available. Vendor will transmit such billing history via electronic mail or facsimile as soon as possible, but no later than forty-eight hours following the request.
- Work with Agency and eligible LIHWAP client to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against eligible LIHWAP client in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans.
- Not refuse to provide water service or otherwise discriminate in the marketing and provision of water service to any eligible LIHWAP client because of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, level of income, disability, financial status, location of client in an economically distressed geographic area, or qualification for low-income or water-efficiency services.
- Allow Agency thirty (30) days from the date of pledge for assistance payment to forward payment to the Vendor. Vendor agrees not to consider the portion of the eligible LIHWAP client's account to be paid by the Agency delinquent if said payment is received within the above mentioned thirty (30) day period, and Vendor is provided with a verbal or signed pledge from the Agency within thirty (30) days of identifying an eligible LIHWAP client.
- Not interrupt service if eligible LIHWAP client is eligible under other state agency regulations (as applicable), and enters into an agreement with the Vendor concerning how the eligible LIHWAP client will pay the balance owed Vendor and the eligible LIHWAP client is meeting the obligation under such agreement.
- If the Agency has paid for an initial deposit or similar refundable instrument, upon the termination of service to the eligible LIHWAP client, the Vendor shall return funds including interest (after any balance owed) to the Agency in accordance with 10 Texas Administrative Code §6.312(f) (as applicable).
- Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds.
- Not apply LIHWAP payments to commercial accounts. LIHWAP payments must only be applied to residential accounts.
- Clearly enter, on LIHWAP household bills, the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from LIHWAP or at least the amount paid by LIHWAP shown as credited.
- Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to the Agency, in compliance with LIHWAP Vendor Refund Policies.
- Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- Cooperate with any Federal, State, or local investigation, audit, or program review. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.

- Vendor's application materials should include language that authorizes the Vendor to release the applicant's information as described below to the Agency, Texas Department of Housing and Community Affairs, Texas State Auditor's Office, Office of the Attorney General of Texas, U.S. Department of Health and Human Services, the U.S. Department of Health and Human Services Internal Auditor, or the designee of any of these governmental agencies.
- Data related to a eligible LIHWAP client's Water Services and payments must be provided within a timeframe specified by the Agency at no cost and must be provided in the format requested by the Agency. The data must be provided to the Agency for the purposes of verification, research, evaluation, analysis, and reporting. The eligible LIHWAP client's signed LIHWAP application will authorize the Vendor to release this information to the Agency.

AGENCY RESPONSIBILITIES. The Agency will:

- Accept written referrals for LIHWAP benefits by the Vendor, and evaluate whether the referral is eligible as an eligible LIHWAP client.
- Obtain written permission for Agency to request and have access to eligible LIHWAP client information, including confidential or personal account information, credit and payment history, from eligible LIHWAP client's seeking Agency assistance. Social Security numbers are not required for the LIHWAP program and may not be disclosed to Agency.
- Provide to Vendor, at Vendor's request, eligible LIHWAP client's written permission for Agency's access to eligible LIHWAP client's information as stated above.
- Review invoice(s) submitted by the Vendor. The Agency may request additional documentation and/or clarification of charges as needed. No payment will be made without all required documentation/clarification of charges.
- Not provide payments on behalf of an eligible LIHWAP client to Vendor without having adequate funds to pay such payments.
- Provide payment to the Vendor after receipt of proper invoices, and any additional required documentation or clarification, for services rendered pursuant to this Vendor Agreement, upon full compliance by the Vendor with the terms herein within thirty (30) days.
- Determine if a client is LIHWAP eligible within ten calendar days of contacting Vendor.
- Provide Vendor a list of names, telephone numbers and e-mail addresses of Agency staff designated to make payments on behalf of the Agency and eligible LIHWAP clients, if requested from Vendor.
- Comply with all relevant state and federal laws and regulations in its implementation of the LIHWAP. Follow all supplemental terms and conditions as set forth by the U.S. Department of Health and Human Services. The Agency shall provide notice of any changes or amendments to policies or guidelines for the LIHWAP.

ASSIGNMENT. Agency's obligations under this Vendor Agreement are contingent upon the receipt and availability of funding by TDHCA under a contract for Water Services by and between Agency and TDHCA. If funding for Water Services under said contract is not available to make payments to Vendor under this Vendor Agreement, Agency or TDHCA will notify Vendor in writing within a reasonable time after such fact is determined. Agency shall then assign its responsibilities under this Vendor Agreement to TDHCA by executing an assignment on a form approved by TDHCA. If an assignment under this provision is required, the Parties hereby agree to execute any and all instruments in order to facilitate the assignment of the Agency's responsibilities to TDHCA under this Vendor Agreement.

CONFIDENTIALITY. The terms of any confidential transaction under this Vendor Agreement or any other information exchanged by the Agency and Vendor relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Vendor, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other Party in connection with a dispute between the Parties; 3) otherwise permitted by written consent of the other Party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third party to transmit water; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) information which was or is hereafter in the public domain (except by breach of this Vendor Agreement).

Executed to be effective on 9/22/2022

VENDOR:

Kent Manton _____ Date 9/26/2022

Kent Manton _____ Title City Administrator

(254) 859-5700 _____

KManton@Bruceville-Eddy.US _____

AGENCY:

Kanisha J. Johnson

Digitally signed by Kanisha J. Johnson
DN: C=US, O=EOAC, CN=Kanisha J. Johnson,
E=kanisha.johnson@eoacwaco.org
Reason: I am the author of this document
Location: Waco, TX
Date: 2022.09.26 13:51:51-0500
Foxit PDF Editor Version: 11.2.0

09/26/2022

Authorized Agency Signature _____ Date

Kanisha J. Johnson

Program Manager

Typed Name of Authorized Signature _____ Title

(254) 753-0331 _____

communityservices@eoacwaco.org _____

EOAC and the City of Bruceville Eddy both agree to extend this agreement through March 30, 2024.

Kanisha J. Johnson _____ Date 9-5-2023

EOAC Representative

Date

Kent Manton _____ Date 9-7-2023

City of Bruceville-Eddy

Date

THE STATE OF TEXAS

COUNTY OF MCLENNAN

**CONTRACT FOR ELECTION SERVICES BETWEEN THE MCLENNAN COUNTY
ELECTION ADMINISTRATION DEPARTMENT AND THE CITY OF BRUCEVILLE-
EDDY**

THIS CONTRACT made by and between the City of Bruceville-Eddy, acting by and through its City Council, hereinafter referred to as the "City," and Jared Goldsmith, Elections Administrator of McLennan County, Texas, hereinafter referred to as the "Contracting Officer," and by authority of Section 31.092 (a), Texas Election Code for the conduct and supervision of the November 7, 2023 Joint General Election for the selection of elected officials for the full term of office of two (2) years for Mayor and two (2) City Council positions and a Special Bond Election for two (2) local sales and use tax propositions.

THIS CONTRACT is subject to the approval of all participating parties and shall be binding on said parties upon written approval.

WITNESSETH:

WHEREAS, the City is holding an election for the selection of elected officials for the full term of office for Mayor and two (2) City Council positions and a Special Election for two (2) local sales and use tax propositions (at the expense of the City) on November 7, 2023; and

WHEREAS, the voting precincts of the City which lie within the boundaries of the City, have been established by the City as their voting precincts; and

WHEREAS, the Vote Centers in the Joint General Election are the Election Day voting places for the City; and

WHEREAS, McLennan County conducted a public hearing and Commissioners Court approved the Designation of "Successful Countywide Election Day Polling Places Program" for McLennan County on January 27, 2015, moving forward pursuant to Texas Election Code, Section 43.007. On February 3, 2015, the Texas Secretary of State's Office certified that McLennan County is designated as "successful" and is now authorized to continue to hold all elections using Election Day Countywide Polling Places (Vote Centers). The City agrees to utilize the list of Countywide Election Day Polling Places (Vote Centers) attached to this contract; and

WHEREAS, the County owns the Hart InterCivic Verity voting system which has been duly approved by the Secretary of State, pursuant to the Texas Election Code, (Section 122.031-122.039, Section 122.091); and

WHEREAS, the City desires to use the County's voting system in their elections and to compensate the County for such use and to share in certain other expenses connected with such elections in accordance with the provisions of Section 31.098 of the Texas Election Code; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements and benefits to the parties, IT IS AGREED as follows:

I.

In all of the City's voting precincts, the Contracting Officer shall conduct the City's election in accordance with this contract. The City shall bear the full cost or pay a pro-rata share of the voting centers and election judges, alternates and clerks, if applicable, to be used for the election.

II.

Hart InterCivic's Verity voting system, owned by the County, shall be used for the City's election.

III.

The City agrees to appoint the Contracting Officer as the Clerk for Early Voting and shall furnish wording on the ballots and election order necessary for Early Voting in the election to be held at the expense of the City.

The City agrees that the only polling sites available for contracting entities are the five (5) Early Voting Sites and thirty-four (34) Election Day Vote Centers that the County has established/pre-approved.

The City agrees that the shared locations for Early Voting will be the McLennan County Elections Administration Office, located in the Records Building at 214 North 4th Street, Suite 300, Waco, TX 76701; the Hewitt City Hall/Library, located at 200 Patriot Court, Hewitt, TX 76643; the Robinson Community Center, located at 106 W. Lyndale Avenue, Robinson, TX 76706; the First Assembly of God Church, located at 6701 Bosque Boulevard, Waco, TX 76710; and the Waco Multi-Purpose Community Center, located at 1020 Elm Avenue, Waco, TX 76704.

The above-mentioned wording on the ballot(s) and election order(s) shall be delivered to the Elections Administrator upon completion of the ballot drawing for a place on the ballot prior to the commencement of Early Voting in the election to be held at the expense of the City. The City shall bear the full cost or pay a pro-rata share, if applicable, for the Early Voting locations' personnel, at an hourly rate of \$17.00 and an overtime rate of \$25.50 per hour for Presiding Judges and Alternate Judges and an hourly rate of \$15.00 and an overtime rate of \$22.50 per hour for Clerks and a \$25.00 pick-up and delivery fee for Early Voting supplies.

The City will forward any requests received for a ballot by mail to the McLennan County Elections Administrator for processing. The City shall pay to the County the actual cost incurred for materials and postage for the distribution of ballots by mail.

The Contracting Officer shall provide to the City one (1) copy of the Early Voting report via email on a daily basis and a cumulative final Early Voting report following the election.

IV.

The Contracting Officer shall have the City's sample ballots printed, to cover the City's election, in accordance with Texas Election Code, Section 124.004. In all of the City's voting precincts, which lie within the boundaries of the City, the ballots shall include the specified contests for the City.

V.

In all instances covered by Article I of this contract, the Contracting Officer shall cause the Hart InterCivic Verity voting equipment to be delivered to the Election Day voting places and Early Voting places at least one (1) hour before the time set for opening the polls in each voting precinct, pursuant to Texas Election Code, Sections 125.001, 125.004, 125.061, 127.032-.065.

VI.

The City shall bear the full cost of the rent or pay a pro-rata share, if applicable, for all voting places contemplated by Article I of this contract.

VII.

The City shall bear the full cost or pay a pro-rata share, if applicable, for any equipment as deemed necessary and/or desirable for the holding of said election and cause same to be delivered to the voting places of the City.

VIII.

The City shall bear the full cost or pay a pro-rata share, if applicable, for the employment and/or use of such personnel as the Contracting Officer deems necessary or desirable to prepare for and conduct Early Voting.

IX.

The City shall bear the full cost or pay a pro-rata cost for the employment and/or use of such personnel as the Contracting Officer deems necessary to program and operate the automatic tabulating equipment in accordance with Texas Election Code, Sections 124.066, 127.001-.006, 127.121-122.

X.

The City shall appoint, bear the full cost of or pay a pro-rata share for the Presiding Judges and Clerks in the voting precincts, which lie within the limits of the City, including the cost for the election personnel to attend an election school held by the designated Contracting Officer for the training of Election Day Judges and Alternate Judges pursuant to the Texas Election Code, Sections 32.091 - .093 and 271.013, for their services in connection with the election to be held at the expense of the City. The election school will not exceed four (4) hours in length. Election Day personnel will be compensated at an hourly rate of \$17.00 for Presiding Judges and Alternate Judges and an hourly rate of \$20.00 for Clerks and a \$25.00 pick-up and delivery fee for Election Day supplies.

The Contracting Officer shall appoint the Presiding Judge and Clerks of the Early Voting Ballot Board to process Early Voting results pursuant to Texas Election Code, Sections 87.001 - .025, 87.101, and 87.103. The City shall pay a pro-rata cost for the Presiding Judge and Clerks of the Early Voting Ballot Board.

XI.

The Contracting Officer will provide the preparation of programs and test materials for tabulation of voting equipment and of ballot by mail materials, supervision of handling and disposition of election returns and preparation of the tabulation for the official canvass in accordance with Tex. Elec. Code, Section 31.094.

XII.

The Contracting Officer will provide advisory services in connection with decisions to be made and actions to be taken by the responsible parties of the City.

XIII.

The City shall pay to the County an Administrative Fee of ten (10) percent of the total amount of the contract for administering the election.

XIV.

It is understood that the County will incur costs and expenses in connection with the making of arrangements and preparations for the election, and that in the event the election to be held at the City is enjoined or canceled or if for any reason whatsoever the City shall decide not to proceed with the election to be held at the expense of the City or if the date of the election to be held by the respective parties is postponed or otherwise changed, the City shall be obligated to pay the County for the amount specified in Article XIII of this contract, which is agreed to be a fair and reasonable estimate of the costs and expenses incurred, or to be incurred, by the County in making such arrangements and preparations and the loss of damage to be sustained by the County in such event.

XV.

In connection with the performance of this contract, neither McLennan County nor the Administrator shall be liable to third parties for any default of the City in connection with the holding of the joint election, including the failure by such entities to pay any expenses hereunder, and such Entities shall not be liable to third parties for any default of the Administrator in connection with the holding of the joint election.

XVI.

Except as herein expressly provided otherwise, each party hereto shall do all things that may be required in connection with the election to be held at its expense. The City shall be responsible for the preparation of election resolutions and other pertinent documents for the adoption or execution by the proper officer of said party, and no party hereto shall have the responsibility or duty in connection with such preparations by any other party thereto. The Contracting Party will prepare the Joint Notice of Election and submit the documents to the entities for execution by the proper officers. The City shall likewise be responsible for posting or publication of election notices, and no party hereto shall be responsible for the posting or publication by any other party hereto.

XVII.

It is understood that to the extent space is available that other cities and political subdivisions may wish to participate in the use of the above-mentioned election equipment and voting places, and it is agreed that the Contracting Officer may contract with such other cities or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the City under this contract.

XVIII.

It is estimated that the City's obligation there under shall not exceed (\$1,661.42) and the City agrees to pay a deposit of fifty (50) percent of said amount to McLennan County for an amount of (\$830.71) within five (5) days after the City's execution of this contract. The exact amount of the actual cost of the City's obligation hereunder shall be calculated after the November 7, 2023 Joint General Election, and if the amount of the City's obligation exceeds the amount deposited, then, in the event, the City shall pay to McLennan County the balance due within thirty (30) days after the receipt of the bill from the Contracting Officer detailing actual costs. However, if the amount of the City's obligation is less than the amount deposited, then and in that event, McLennan County shall refund to the City the excess amount paid within thirty (30) days after a final bill detailing the cost of the election has been provided to the City.

In TESTIMONY HEREOF, the contract, is multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to wit:

a) It has on the _____ day of _____, 2023 been executed on behalf of McLennan County by the Elections Administrator, pursuant to the Texas Election Code, so authorizing;

b) It has on the _____ day of _____, 2023 been executed on behalf of the City by its Mayor, pursuant to the authority of the City Council, so authorizing;

ATTEST:

City of Bruceville-Eddy

**By: _____
Mayor, City of Bruceville-Eddy**

CONTRACTING OFFICER

**Jared Goldsmith
Elections Administrator, McLennan County**

AGREEMENT TO CONDUCT JOINT ELECTION

The Entity agrees to enter into a Joint Election Agreement with McLennan County and the following entities and hereby agrees to the following:

LIST OF CONTRACTING ENTITIES AND THEIR BALLOT ISSUES:

BRUCEVILLE-EDDY – electing a mayor and two (2) city council positions AND a Special Election for two propositions;

RIESEL – electing three (3) city council positions;

ROBINSON – electing three (3) city council positions;

WEST – electing a mayor and two (2) city council positions;

MART ISD – a Special Bond Election;

MIDWAY ISD – a Special Voter-Approval Tax Rate Election

MOODY ISD – electing two (2) school board positions AND a Special Bond Election;

ROBINSON ISD – electing three (3) school board positions;

WEST ISD – electing two (2) school board positions;

- In all of the Districts' and Cities' voting precincts, which lie within the boundaries of the respective entities, the ballots shall include the specified contests for the respective parties. All entities agree to share Vote Centers, staff and voting equipment and to pay the total cost or a pro-rata cost for Vote Centers inclusive of staff, voting equipment and other expenses needed to conduct the election for both Early Voting, if applicable, and Election Day.
- Appoint the McLennan County Elections Administrator as the Early Voting Clerk for the Joint Election.
- Designates the Early Voting Clerk and the McLennan County Sheriff as the custodians of keys to the ballot box for voted ballots in accordance with Texas Election Code, Sec. 271.008 and Sec. 66.060.
- Central Count Workers will be paid an hourly rate of \$10.00 per hour.
- Support the use of high school students to serve as election clerks, as prescribed in Section 32.0511 of the Election Code.
- Post the respective notice of drawing for a place on the ballot.
- Appoint the Elections Administrator as the general custodian of the voted ballots as authorized by the Texas Election Code, Sec. 271.010 and Sec. 66.001. Access to the election records will be available to the contracting entities, as well as the public, in accordance with the Texas Public Information Act, Chapter 552 of the Government Code.
- Prepare and post filing period notice by each respective filing authority.
- The contracting entities shall provide tables and chairs at the shared Vote Centers as needed.
- Contracting Officer shall procure, allocate and distribute all election supplies; employ all election officers and personnel needed to conduct the election; provide training for the election workers on the election laws and on the use of the electronic voting equipment; conduct background checks for all election officials, staff and temporary workers, as prescribed in the Election Code 129.051(g); secure all Vote Centers; operate the Central Count Station; prepare payment to election officers and personnel and billing to the contracting entities; provide precinct by precinct election returns to the Secretary of State

as required by law; and any and all other duties necessary to conduct an election, as provided in the Election Services Contract.

- If a manual count or recount is required to be performed in accordance with Section 127.201 of the Election Code, the contracting entities shall be responsible for performing the manual count and/or recount with the Contracting Officer.

In TESTIMONY HEREOF, the Agreement to Conduct Joint Election is multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to wit:

a) It has on the _____ day of _____, 2023 been executed on behalf of McLennan County by the Elections Administrator, pursuant to the Texas Election Code, so authorizing;

b) It has on the _____ day of _____, 2023 been executed on behalf of the Entity by its Mayor or School Board President, pursuant to the authority of the City Council or School Board, so authorizing;

ATTEST:

City of Bruceville-Eddy

Mayor, City of Bruceville-Eddy

CONTRACTING OFFICER

Jared Goldsmith
Elections Administrator, McLennan County



Alliance Electrical Group LLC

2629 Franklin Avenue Waco, Texas 76710
254-749-1655

April 14, 2023

Bruceville Eddy City Hall

Attn. Pam

Re: Exterior lighting

Price proposal to install lighting and circuitry for the following locations:

- 1- LED flood located at the back door
- 1- LED flood located at the drive through window
- 1- LED flood located on the right hand side of the front entrance
- 1- Owner furnished pendant fixture located on the entrance canopy

Includes:

- LED floods and hardware
- Conduit, wire, breaker, and necessary hardware
- Photo cells for dusk to dawn operation

Labor and Materials \$2,700.00

Cost breakdown

- Conduit, wire, and materials \$1,985.50
- Back Door Fixture \$193.75
- Drive Through window fixture \$327.00
- Right hand side of front entrance fixture \$193.75

Kevin Matus

Regulated by the Texas Department of Licensing and Regulation
PO Box 12157 Austin, Texas 78711 1-800-803-9202 512-463-6599
Website: www.license.state.tx.us/complaints
TECL#35751

Credit Cards accepted but there will be a 3% convenience fee applied to the final amount due including taxes

www.aegrouptx.com



Light for under porch

Pam Combs

From: 25474448680@mms.att.net
Sent: Thursday, July 27, 2023 9:58 AM
To: Pam Combs
Attachments: IMG_3933.jpg



Red Circle = LED Flood light
Green Hexagon = Owner Furnished Pendant Fixture



Green Diamond = Aluminium Sign
Black Pentagon = Monument Sign

RockReady Printing & Designs, LLC
219 Depot Dr
WACO, TX 76712
(254) 831-9161
rockreadyprinting@yahoo.com



ADDRESS
CITY OF BRUCEVILLE-EDDY

SHIPTO
CITY OF BRUCEVILLE-EDDY

QUOTE 3415

DATE 04/25/2023

ACTIVITY	ACTIVITY	QTY	RATE	AMOUNT
Signs/Magnets	4X12 DURABOND ALUMINIUM SIGN	1	432.00	432.00T
Install Fee	TRAVEL/INSTALL FEE	1	150.00	150.00
	SUBTOTAL			582.00
	TAX			35.64
	TOTAL			\$617.64

Accepted By

Accepted Date

A deposit of 1/2 down is required on ALL sales. ALL sales are final NO RETURNS.



**Bruceville-Eddy
City Hall**

ORDINANCE NO. 9-28-2023-1

AN ORDINANCE OF THE CITY OF BRUCEVILLE-EDDY, TEXAS AMENDING AND REPLACING ARTICLE 13.05 “DROUGHT CONTINGENCY PLAN,” CHAPTER 13 “UTILITIES” OF THE CODE OF ORDINANCES OF THE CITY OF BRUCEVILLE-EDDY, TEXAS; PROVIDING A PLAN FOR DROUGHT CONTINGENCY; ESTABLISHING STAGES OF WATER SHORTAGE; ESTABLISHING RESTRICTIONS ON THE USE OF WATER; MAKING VIOLATION A CRIMINAL OFFENSE (MISDEMEANOR) PUNISHABLE BY A FINE NOT TO EXCEED \$500; MAKING EACH DAY OF VIOLATION A SEPARATE OFFENSE; PROVIDING FOR ADDITIONAL MEANS OF ENFORCEMENT; PROVIDING A SAVINGS CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE

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

SECTION I. CHANGE TO CODE OF ORDINANCES

Article 13.05, Chapter 13 of the Code of Ordinances of the City of Bruceville-Eddy, Texas “Drought Contingency Plan” is hereby amended and replaced so that it shall read as follows:

ARTICLE 13.05 DROUGHT CONTINGENCY PLAN†

Sec. 13.05.001 Declaration of policy, purpose and intent

(a) In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Bruceville-Eddy water system hereby adopts the following regulations and restrictions on the delivery and consumption of water.

(b) Water uses regulated or prohibited under this drought contingency plan (the plan) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in section 13.05.009 of this plan.

Sec. 13.05.002 Public involvement

Opportunity for the public to provide input into the preparation of the plan was provided by the by means of public meetings.

Sec. 13.05.003 Public education

The City of Bruceville-Eddy Water System will periodically provide the public with information about the plan, including information about the conditions under which each stage of the plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of public notices.

Sec. 13.05.004 Coordination with regional water planning groups

The service area of the city water supplier is located within the Brazos G Water Planning Group and the City of Bruceville-Eddy Water System has provided a copy of this plan to the Brazos G Water Planning Group.

Sec. 13.05.005 Authorization to implement plan

The Mayor, City Administrator, or Public Works Director or his/her designee is hereby authorized and directed to implement the applicable provisions of this plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The Mayor, City Administrator, or Public Works Director or his/her designee, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in

Sec. 13.05.006 Definitions

For the purposes of this plan, the following definitions shall apply:

Aesthetic water use. Water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use. Water use which is integral to the operations of commercial and nonprofit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, schools, and office buildings.

Conservation. Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer. Any person, company, or organization using water supplied by the City of Bruceville-Eddy Water System.

Domestic water use. Water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Industrial water use. The use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use. Water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use. Water uses that are not essential nor required for the protection of public health, safety, and welfare, including:

- (1) Irrigation of landscape areas, including parks, athletic fields, and golf courses, except as otherwise provided under this plan;
- (2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (3) Use of water [to wash] down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (4) Use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (5) Flushing gutters, or permitting water to run or accumulate in any gutter or street;

- (6) Use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;
- (7) Use of water in a fountain or pond for aesthetic or scenic purpose except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system;
- (8) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- (9) Use of water from hydrants for construction purposes or any other purposes other than firefighting. Water may be made available from designated hydrants for construction purposes only under special permit from the City of Bruceville-Eddy.

Water system capacity: The total storage capacity of the entire City of Bruceville-Eddy Water System as measured in gallons; derived from the most recent engineered hydraulic model.

Sec. 13.05.007 Criteria for initiation and termination of drought response stages

- (a) The Mayor, City Administrator, or Public Works Director or his/her designee shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the plan, that is, when specified “triggers” are reached.
- (b) The triggering criteria described below are based on known system capacity limits.

(1) Stage 1 triggers - MILD water shortage conditions.

- (A) Requirements for initiation: Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses, defined in section 13.05.006 (definitions) 76% of water system capacity for three (3) consecutive days.
- (B) Requirements for termination: Stage 1 of the plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 2 consecutive days.

(2) Stage 2 triggers - MODERATE water shortage conditions.

- (A) Requirements for initiation: Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in section 13.05.008 of this plan when demand exceeds 78% of system capacity for three (3) consecutive days.

(B) Requirements for termination: Stage 2 of the plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 2 consecutive days. Upon termination of stage 2, stage 1 becomes operative.

(3) Stage 3 triggers - SEVERE water shortage conditions.

(A) Requirements for initiation: Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for stage 3 of this plan when demand exceeds 81% of system capacity for three (3) consecutive days.

(B) Requirements for termination: Stage 3 of the plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 2 consecutive days. Upon termination of stage 4, stage 3 becomes operative.

(4) Stage 4 triggers - CRITICAL water shortage conditions.

(A) Requirements for initiation: Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for stage 4 of this plan when demand exceeds 84% of system capacity for three (3) consecutive days.

(B) Requirements for termination: Stage 4 of the plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 2 consecutive days. Upon termination of stage 4, stage 3 becomes operative.

(5) Stage 5 triggers - EMERGENCY water shortage conditions.

(A) Requirements for initiation: Customers shall be required to comply with the requirements and restrictions for stage 5 of this plan when the Mayor, City Administrator, or Public Works Director, or his/her designee, determines that a water supply emergency exists based on:

(i) Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capacity to provide water service; or

(ii) Natural or manmade contamination of the water supply source(s).

(B) Requirements for termination: Stage 5 of the plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 2 consecutive days.

(6) Stage 6 triggers – Water ALLOCATION.

(A) Requirements for initiation: Customers shall be required to comply with the water allocation plan prescribed in section 13.05.008 of this plan and comply with the requirements

and restrictions for stage 5 of this plan when demand exceeds 88% of system capacity for three (3) consecutive days.

(B) Requirements for termination: Water allocation may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 2 consecutive days.

Sec. 13.05.008 Drought response measures and water use restrictions

(a) Notifications. The Mayor, City Administrator, or Public Works Director, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in section 13.05.007 of this plan, shall determine that a mild, moderate, severe, critical, emergency or water allocation shortage exists and shall implement the following notification procedures:

(1) Notification of the public. The Mayor, City Administrator, or Public Works Director or his/her designee shall notify the public by means of:

Examples:

(A) Public service announcements, T.V. and radio.

(B) Signs posted in public places.

(2) Additional notifications. The Mayor, City Administrator, or Public Works Director or his/her designee shall notify directly, or cause to be notified directly, the following individuals and entities:

Examples:

(A) Mayor/chairman and members of the city council/utility board.

(B) Fire chief(s).

(C) City and/or county emergency management coordinator(s).

(D) County judge and commissioner(s).

(E) TCEQ (required when mandatory restrictions are imposed).

(F) Major water users.

(G) Critical water users, i.e. hospitals and schools

(b) Water use restrictions and supply management.

(1) Stage 1 response - MILD water shortage conditions.

(A) Target: Achieve a voluntary 8% reduction in daily water demand.

(B) Best management practices for supply management: Public notices, reduced flushing of water mains.

(C) Voluntary water use restrictions for reducing demand:

(i) All operations of the City of Bruceville-Eddy Water System shall adhere to water use restrictions prescribed for stage 2 of the plan.

(ii) Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

(2) Stage 2 - MODERATE water shortage conditions.

(A) Target: Achieve an 10% reduction in daily water demand.

(B) Best management practices for supply management:

(i) Public notices, reduced flushing of water mains.

(ii) Public service announcements: T.V. and radio.

I Water use restrictions for demand reduction: Under threat of penalty for violation, the following water use restrictions shall apply to all water use restrictions [sic] shall apply to all persons:

(i) Irrigation of landscaped areas is further limited to the hours of 8:00 p.m. to 12:00 midnight daily and midnight to 10 a.m. However, irrigation of landscaped areas is permitted at any time if it [is] by means of a handheld hose, faucet-filled bucket or watering can of five (5) gallons or less, or drip irrigation system.

(ii) The following uses of water are defined as non-essential and are prohibited:

a. Wash-down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;

b. Use of water to wash down buildings or structures for purposes other than immediate fire protection;

c. Use of water for dust control;

d. Flushing gutters or permitting water to run or accumulate in any gutter or street; and

e. Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

(3) Stage 3 response - SEVERE water shortage conditions.

(A) Target: Achieve an 12% reduction in daily water demand.

(B) Best management practices for supply management:

(i) Public notices, reduced flushing of water mains.

(ii) Public service announcements: T.V. and radio.

(C) Water use restrictions for demand reduction: All requirements of stage 2 shall remain in effect during stage 3 and the following provisions are added:

(i) Irrigation of landscaped areas shall be limited to between the hours of 8:00 p.m. and midnight and midnight to 10 a.m. and shall be by means of handheld hoses, handheld buckets, drip irrigation, permanently installed automatic sprinkler systems, or a hose-end sprinkler head provided a timer is installed at the hose spigot.

(ii) The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the City of Bruceville-Eddy Water System.

(iii) The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.

(4) Stage 4 response - CRITICAL water shortage conditions.

(A) Target: Achieve a 15% reduction in daily water demand.

(B) Best management practice for supply management:

(i) Public notices, reduced flushing of water mains.

(ii) Public service announcements: T.V. and radio.

(C) Water use restrictions for reducing demand: All requirements of stage 2 and 3 shall remain in effect during stage 4 and the following provisions are added::

(i) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle not occurring on the premises of a commercial carwash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such

vehicle washing at commercial carwashes and commercial service stations shall occur only between the hours of 6:00 a.m. and 10:00 a.m. and between 6:00 p.m. and 10:00 p.m.

(ii) The filling, refilling, or adding of water to swimming pools, wading pools, and Jacuzzi-type pools is prohibited.

(iii) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.

(iv) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.

(5) Stage 5 response - EMERGENCY water shortage conditions.

(A) Target: Achieve a 20% reduction in daily water demand.

(B) Best management practices for supply management:

(i) Public notices, reduced flushing of water mains.

(ii) Public service announcements: T.V. and radio.

(C) Water use restrictions for reducing demand: All requirements of stage 2, 3, and 4 shall remain in effect during stage 5 and the following provisions are added:

(i) Irrigation of all landscaped areas is absolutely prohibited.

(ii) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.

(6) Stage 6 response – WATER ALLOCATION. In the event that water shortage conditions threaten public health, safety, and welfare, the Mayor, City Administrator, or Public Works Director or his/her designee is hereby authorized to allocate water according to the following water allocation plan as authorized in:

(A) Single-family residential customers.

(i) The allocation to residential water customers residing in a single-family dwelling shall be as follows:

Persons per Household	Gallons per Month
1 or 2	6,000
3 or 4	7,000
5 or 6	8,000
7 or 8	9,000
9 or 10	10,000
11 or more	12,000

(ii) “Household” means the residential premises served by the customer’s meter. “Persons per household” includes only those persons currently physically residing at the premises and expected to reside there for the entire billing period. It shall be assumed that a particular customer’s household is comprised of two (2) persons unless the customer notifies the city water supplier of a greater number of persons per household on a form prescribed by the Mayor, City Administrator, or Public Works Director or his/her designee. Mayor, City Administrator, or Public Works Director or his/her designee shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every residential customer. If, however, a customer does not receive such a form, it shall be the customer’s responsibility to go to the City of Bruceville-Eddy Water System offices to complete and sign the form claiming more than two (2) persons per household. New customers may claim more persons per household at the time of applying for water service on the form prescribed by the Mayor, City Administrator, or Public Works Director or his/her designee. When the number of persons per household increases so as to place the customer in a different allocation category, the customer may notify the City of Bruceville-Eddy Water System on such form and the change will be implemented in the next practicable billing period. If the number of persons in a household is reduced, the customer shall notify the customer shall notify [sic] the City of Bruceville-Eddy Water System in writing within two (2) days. In prescribing the method for claiming more than two (2) persons per household, the Mayor, City Administrator, or Public Works Director or his/her designee shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of persons in a household or fails to timely notify the city water supplier of a reduction in the number of persons in a household shall be fined not less than \$50.00.

(iii) Residential water customers shall pay the surcharges set forth in the fee schedule in appendix A of this code. Surcharges shall be cumulative.

(B) Master-metered multifamily residential customers.

(i) The allocation to a customer billed from a master meter which jointly measures water to multiple permanent residential dwelling units (e.g., apartments, mobile homes) shall be allocated 6,000 gallons per month for each dwelling unit. It shall be assumed that such a customer's meter serves two dwelling units unless the customer notifies the city water supplier of a greater number on a form prescribed by the Mayor, City Administrator, or Public Works Director or his/her designee. The Mayor, City Administrator, or Public Works Director or his/her designee shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every such customer. If, however, a customer does not receive such a form, it shall be the customer's responsibility to go to the city water supplier offices to complete and sign the form claiming more than two (2) dwellings. A dwelling unit may be claimed under this provision whether it is occupied or not. New customers may claim more dwelling units at the time of applying for water service on the form prescribed by the Mayor, City Administrator, or Public Works Director or his/her designee. If the number of dwelling units served by a master meter is reduced, the customer shall notify the city water supplier in writing within two (2) days. In prescribing the method for claiming more than two (2) dwelling units, the Mayor, City Administrator, or Public Works Director or his/her designee shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of dwelling units served by a master meter or fails to timely notify the City of Bruceville-Eddy Water System of a reduction in the number of persons in a household shall be fined not less than \$50.00.

(ii) Customers billed from a master meter under this provision shall pay the monthly surcharges set forth in the fee schedule in appendix A of this code. Surcharges shall be cumulative.

(C) Commercial customers.

(i) A monthly water allocation shall be established by the Mayor, City Administrator, or Public Works Director or his/her designee, for each nonresidential commercial customer other than an industrial customer who uses water for processing purposes. The nonresidential customer's allocation shall be approximately 75% of the customer's usage for the corresponding month's billing period for the previous 12 months. If the customer's billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no history exists. Mayor, City Administrator, or Public Works Director or his/her designee shall give his/her best effort to see that notice of each nonresidential customer's allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer's responsibility to contact the City of Bruceville-Eddy Water System to determine the allocation. Upon request of the customer or at

the initiative of the Mayor, City Administrator, or Public Works Director or his/her designee, the allocation may be reduced or increased if (1) the designated period does not accurately reflect the customer's normal water usage, (2) one nonresidential [customer] agrees to transfer part of its allocation to another nonresidential customer, or (3) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the Mayor, City Administrator, or Public Works Director or his/her designee.

(ii) Nonresidential commercial customers shall pay the surcharges set forth in the fee schedule in appendix A of this code.

(D) Industrial customers.

(i) A monthly water allocation shall be established by the Mayor, City Administrator, or Public Works Director or his/her designee, for each industrial customer, which uses water for processing purposes. The industrial customer's allocation shall be approximately 90% of the customer's water usage baseline. Ninety (90) days after the initial imposition of the allocation for industrial customers, the industrial customer's allocation shall be further reduced to 85% of the customer's water usage baseline. The industrial customer's water use baseline will be computed on the average water use for the 12-month period ending prior to the date of implementation of stage 2 of the plan. If the industrial water customer's billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no billing history exists. The Mayor, City Administrator, or Public Works Director or his/her designee shall give his/her best effort to see that notice of each industrial customer's allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer's responsibility to contact the City of Bruceville-Eddy Water System to determine the allocation, and the allocation shall be fully effective notwithstanding the lack of receipt of written notice. Upon request of the customer or at the initiative of the Mayor, City Administrator, or Public Works Director or his/her designee, the allocation may be reduced or increased if: (1) the designated period does not accurately reflect the customer's normal water use because the customer had shutdown a major processing unit for repair or overhaul during the period, (2) the customer has added or is in the process of adding significant additional processing capacity, (3) the customer has shutdown or significantly reduced the production of a major processing unit, (4) the customer has previously implemented significant permanent water conservation measures such that the ability to further reduce water use is limited, (5) the customer agrees to transfer part of its allocation to another industrial customer, or (6) other objective evidence demonstrates that the designated allocation

is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the Mayor, City Administrator, or Public Works Director or his/her designee.

(ii) Industrial customers shall pay the surcharges set forth in the fee schedule in appendix A of this code.

Sec. 13.05.009 Enforcement; penalty

(a) No person shall knowingly or intentionally allow the use of water from the city water supplier for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this plan, or in an amount in excess of that permitted by the drought response stage in effect at the [time] pursuant to action taken by the Mayor, City Administrator, or Public Works Director or his/her designee, in accordance with provisions of this plan.

(b) Any person who violates this plan is guilty of a misdemeanor and, upon conviction, shall be punished by a fine in accordance with the general penalty provided in section 1.01.009 of this code. Each day that one or more of the provisions in this plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this plan, the Mayor, City Administrator, or Public Works Director or his/her designee shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge as set forth in the fee schedule in appendix A of this code and any other costs incurred by the City of Bruceville-Eddy Water System in discontinuing service. In addition, suitable assurance must be given to the Mayor, City Administrator, or Public Works Director or his/her designee that the same action shall not be repeated while the plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.

(c) Any person, including a person classified as a water customer of the City of Bruceville-Eddy Water System, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously

directed the child not to use the water as it was used in violation of this plan and that the parent could not have reasonably known of the violation.

(d) Any city police officer, code enforcement officer, or county law enforcement official may issue a citation to a person he/she reasonably believes to be in violation of this article. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged and shall direct him/her to appear in the city municipal court within ten (10) days or the next court session after the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 14 years of age who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall appear in the city municipal court to enter a plea of guilty or not guilty for the violation of this plan. If the alleged violator fails to appear in the city municipal court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in the city municipal court before all other cases.

Sec. 13.05.010 Variances

(a) The Mayor, City Administrator, or Public Works Director or his/her designee may, in writing, grant temporary variance for existing water uses otherwise prohibited under this plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

- (1) Compliance with this plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the plan is in effect.
- (2) Alternative methods can be implemented which will achieve the same level of reduction in water use.

(b) Persons requesting an exemption from the provisions of this article shall file a petition for variance with the City of Bruceville-Eddy Water System within five (5) days after the plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the Mayor, City Administrator, or Public Works Director or his/her designee, and shall include the following:

- (1) Name and address of the petitioner(s).

- (2) Purpose of water uses.
 - (3) Specific provision(s) of the plan from which the petitioner is requesting relief.
 - (4) Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner [if the petitioner] complies with this article.
 - (5) Description of the relief requested.
 - (6) Period of time for which the variance is sought.
 - (7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and the compliance date.
 - (8) Other pertinent information.
- (c) Variances granted by the City of Bruceville-Eddy Water System shall be subject to the following conditions, unless waived or modified by the Mayor, City Administrator, or Public Works Director or his/her designee:
- (1) Variances granted shall include a timetable for compliance.
 - (2) Variances granted shall expire when the plan is no longer in effect, unless the petitioner has failed to meet specified requirements.
- (d) No variance shall be retroactive or otherwise justify any violation of this plan occurring prior to the issuance of the variance.

SECTION II. SEVERABILITY

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

SECTION III. SAVINGS CLAUSE

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are to the extent of such conflict, hereby repealed.

SECTION IV. EFFECTIVE DATE

This Ordinance shall become effective immediately following its passage and approval by the City Council for the City of Bruceville-Eddy, Texas.

PASSED AND APPROVED by the City Council for the City of Bruceville-Eddy, Texas on this 28th day of September, 2023.

Linda Owens, Mayor

Attest:

Pam Combs, City Secretary

**INTERLOCAL COOPERATION AGREEMENT
FOR
ANIMAL SHELTER SERVICES**

This Interlocal Cooperation Agreement (Agreement) is made and entered into by and between the City of Waco, Texas (Waco), a political subdivision acting through its City Council and the City of Bruceville-Eddy (Bruceville-Eddy), a political subdivision acting through its City Council. Collectively Waco and Bruceville-Eddy may be referred to as the "Parties."

WHEREAS, Waco and Bruceville-Eddy are authorized to enter into this Agreement pursuant to Chapter 791 of the Government Code (the "Interlocal Cooperation Act"); and

WHEREAS, Waco owns the Animal Control Facility located at 2032 Circle Road, Waco, Texas; and

WHEREAS, in the interest of the health, safety, and welfare of all citizens in Waco and Bruceville-Eddy, Waco has agreed to provide animal shelter services for two animals brought to the Shelter from Bruceville-Eddy by Bruceville-Eddy Animal Control or its designee; and

Now, therefore, in consideration of the premises and mutual promises contained herein the Parties agree as follows:

I. WACO'S AGREEMENT:

A. The Animal Control Facility ("Shelter") will receive a total of two dogs and cats delivered from Bruceville-Eddy by Bruceville-Eddy Animal Control, or its designee, under each term of this Agreement further described in Section IV. The Shelter will exercise due diligence and reasonable care in processing animals brought to it.

B. The Shelter agrees to receive and hold animals brought to it from Bruceville-Eddy Animal Control Officer(s) for Rabies Observation. In the event that it becomes necessary to humanely destroy any animal suspected of having rabies and remove such animal's head for testing by the Texas Department of Health, the Shelter will have the head removed and shipment services performed in accordance with the Health and Safety Code.

C. Once the animal has been received by the Shelter, it will be subject to all Shelter policies, regulations and operating procedures, including adoption and euthanasia guidelines and procedures, including microchip and spay/neuter requirements.

D. The Shelter will hold animals brought to it from Bruceville-Eddy for seventy-two (72) hours, after which time the animals will become property of the Shelter and will be disposed of by adoption or humane euthanasia.

E. Animals held in quarantine will be held and handled in accordance with all applicable state regulations.

F. The Shelter will not accept feral cats.

G. The Shelter agrees to release animals meeting the exemption to the spaying/neutering requirements for breeders on first pickup once the owner pays all Shelter fees assessed by Waco and Bruceville-Eddy.

H. The Shelter will not accept any animals dropped off over-the-counter by residents of Bruceville-Eddy. The City of Waco shall accept no more than two animals under each term of this Agreement, as described in Section IV, from Bruceville-Eddy Animal Control, or its designee, exclusively.

II. BRUCEVILLE-EDDY'S AGREEMENT:

A. Bruceville-Eddy officers will complete a form furnished by Waco prior to delivering the animal to the Shelter.

B. Bruceville-Eddy officers will provide fee information to the owners of the animals impounded in accordance with Waco policies and procedures.

C. Bruceville-Eddy agrees to pay the Shelter in accordance with Section III below.

D. Bruceville-Eddy will provide a contact person to resolve any questions that shelter staff may have concerning the animals received from Bruceville-Eddy.

E. Bruceville-Eddy will maintain and enforce ordinances that require its citizens to:

- (1) Spay/neuter their cats and dogs;
- (2) Microchip their cats and dogs; and
- (3) Obtain a health statement for breeding animals every twenty-four (24) months as an exemption to the spay/neuter requirement.

F. Bruceville-Eddy Animal Control, or its designees, shall be required to vaccinate animals upon arrival to the Shelter after-hours if Waco Shelter staff are not present to intake such animals. Waco shall provide any supplies and training needed by Bruceville-Eddy to comply with this provision.

III. BILLING AND PAYMENT

A. Payment

Each month, for the calendar year, Bruceville-Eddy shall remit to the City the amount determined in Section III.(B) for the Shelter services by the twenty-fifth (25th) day of the month of each calendar month.

B. Computation

During the month of April of each year throughout the term of this Agreement, Waco shall review the total Shelter expenses and intake numbers for the previous twelve (12) months. The total Shelter expenses will be reduced by the revenues for reclaim and animal care reimbursements that are part of the payments citizens make when they retrieve an impounded animal. The total expenses less the revenues for reclaim and animal care reimbursements will be divided by Bruceville-Eddy's proportionate share (based on intake numbers attributed to animals brought in by Bruceville-Eddy) and then will be divided into twelve (12) equal payments. The total intake numbers will not include animals abandoned at the Shelter.

IV. TERMS OF AGREEMENT

This Agreement shall be in effect for one year, running from October 1, 2023, through September 30, 2024, then it shall automatically renew for one year and each year thereafter (from October 1st until September 30th), unless either Bruceville-Eddy or Waco provides written notice of its desire to terminate as provided for in this Agreement.

V. TERMINATION

Either party may terminate this Agreement for any reason at any time with thirty (30) days prior written notice.

VI. NOTICES

All notices required by this Agreement shall be sent to the parties as listed below:

Bruceville-Eddy: Bruceville-Eddy, Texas
Attention: City Administrator
144 Wilcox Drive
Eddy, Texas 76524

City of Waco: City of Waco
Attention: City Manager
P.O. Box 2570
Waco, Texas 76702-2570

VII. MISCELLANEOUS PROVISIONS

Venue: The obligations and undertakings of each of the parties to this Agreement shall be performable in McLennan County, Texas.

Choice of Law: This Agreement is governed by the laws of the State of Texas.

Entire Agreement: This agreement constitutes the entire agreement between the Waco and Bruceville-Eddy, and all negotiations and all understandings between the parties are merged herein.

Partial Invalidity: If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Assignment: Neither party shall sell, assign, transfer, convey, or encumber this agreement or any right or interest herein or hereunder, or suffer or permit any such assignment, transfer, or encumbrance to occur by operation of law without the prior written consent of the other party.

Amendments: This agreement can be supplemented and/or amended only by a dated written document executed by both parties.

Multiple Copies: This Agreement may be executed in multiple counterparts each of which constitutes an original.

Misspelled Words: Misspelling of one or more words in this agreement shall not vitiate this Agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

SIGNED AND ENTERED INTO ON THIS _____ day of _____, 2023.

CITY OF WACO, TEXAS

Bradley Ford
City Manager

ATTEST:

Michelle Hicks, City Secretary

APPROVED AS TO FORM & LEGALITY:

Jennifer Richie, City Attorney

**THE CITY OF
BRUCEVILLE-EDDY, TEXAS**

BY _____
Name _____
Title _____

ATTEST:

Name _____
Title _____

Animal Shelter

Proposed FY 2023-24 Budget	2,828,321
Less Spay/Neuter expense	<u>(216,000)</u>
	2,612,321
Less Animal Shelter Fees	<u>(21,597)</u>
Net Costs to be Shared	<u><u>2,590,724</u></u>

	<u>Intake</u>		<u>Annual cost per City</u>	<u>Monthly cost per city</u>
Bellmead	35	1.80%	46,548	3,879
Beverly Hills	29	1.49%	38,568	3,214
Bruceville-Eddy	2	0.10%	2,660	222
Hewitt	44	2.26%	58,517	4,876
Lacy-Lakeview	42	2.16%	55,857	4,655
Lorena	6	0.31%	7,980	665
Mart	1	0.05%	1,330	111
McGregor	49	2.52%	65,167	5,431
McLennan County	93	4.77%	123,684	10,307
Moody	1	0.05%	1,330	111
Riesel	6	0.31%	7,980	665
Robinson	78	4.00%	103,735	8,645
Waco	1,545	79.31%	2,054,758	171,230
West	6	0.31%	7,980	665
Woodway	11	0.56%	14,629	1,219

Total Contract Cities ACO Intake	1,948	100.00%	\$2,590,723	\$215,894
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	Less City of Waco	(2,054,758)
	Less City of Bellmead	(46,548)
	FY 2023-24 Budget for 10002007-445210	<u><u>489,417</u></u>

RESOLUTION NO. 9-28-2023-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRUCEVILLE-EDDY, TEXAS, APPROVING THE FORMATION OF THE BRUCEVILLE-EDDY ECONOMIC DEVELOPMENT CORPORATION, (“BRUCEVILLE-EDDY EDC”) AND THE ADOPTION OF THE BEEDC’S CERTIFICATE OF FORMATION; APPROVING APPOINTMENT OF THE INITIAL BOARD OF DIRECTORS; APPOINTING A REGISTERED AGENT; DESIGNATING A REGISTERED OFFICE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bruceville-Eddy, Texas, desires to cause the formation of an Type B industrial and economic development corporation organized under TEX. LOC. GOV. CODE Chapters 501, 502 and 505 (the "Code") for the promotion and development of commercial, industrial and manufacturing enterprises, to promote and encourage employment and the public welfare in the City of Bruceville-Eddy and its extra-territorial jurisdiction, and the Certificate of Formation herein attached as Exhibit "A", accurately reflects that desire; and

WHEREAS, the City Council desires to appoint the initial Board of Directors for the Bruceville-Eddy Economic Development Corporation pursuant to its authority to do so under Tex. Local Gov’t Code Sec. 505.051; and

WHEREAS, the City Council of Bruceville-Eddy, Texas desires to appoint a Registered Agent and designate 144 Wilcox Dr. Eddy, Texas 76524 as the Registered Office for the Bruceville-Eddy Economic Development Corporation pursuant to Tex. Local Gov’t Code Sec. 505.056; and

WHEREAS, the City Council of the City of Bruceville-Eddy, Texas, has determined that the named persons are authorized to execute and to file the Certificate of Formation with the Texas Secretary of State.

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

SECTION 1. INCORPORATION OF RECITALS. That the above and foregoing recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. CERTIFICATE OF FORMATION. The Certificate of Formation for the Bruceville-Eddy Economic Development Corporation is hereby approved; and, said corporation shall be organized for all lawful and public purposes under Sec. Tex. Local Gov’t Code, Chapters 501, 502 and 505, as stated in the Certificate of Formation, a copy of which is attached hereto as Exhibit "A" and incorporated herein as set forth in full.

SECTION 3. INITIAL BOARD OF DIRECTORS. That the following named persons are hereby appointed as the initial Board of Directors:

- A. Seat No. 1
Name: Linda Owens
Address: 720 3rd Street Eddy, Texas 76524

- B. Seat No. 2
Name: Kent Manton
Address: 1112 Sugar Brook Drive Temple, Texas 76502

- C. Seat No. 3
Name:
Address:

- D. Seat No. 4
Name:
Address:

- E. Seat No. 5
Name:
Address:

- F. Seat No. 6
Name:
Address:

- G. Seat No. 7
Name:
Address:

SECTION 3. REGISTERED AGENT/REGISTERED OFFICE. That the City Council hereby appoints Kent Manton as Registered Agent and designates the Registered Office of said corporation as Bruceville-Eddy City Hall, 144 Wilcox Dr, Eddy, TX 76524.

SECTION 4. ORGANIZERS. That the City Council of Bruceville-Eddy hereby authorizes the following named persons to execute and file said Certificate of Formation with the Texas Secretary of State as provided by law:

- Kent Manton, City Administrator

- Linda Owens, Mayor

- Connally Bass, Mayor Pro Tempore

SECTION 5. FORM OF BYLAWS. The Bylaws of the Bruceville-Eddy Economic Development Corporation in the form attached hereto as Exhibit "B" and incorporated herein as set forth in full are approved for adoption by the initial Board of Directors. The Mayor is authorized to sign the Bylaws once they are approved by the initial Board of Directors.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect after its adoption and execution as provided by law and immediately from and after its passage by the City Council and it is, accordingly, so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bruceville-Eddy, Texas this ___th day of _____, 2023.

APPROVED:

By: _____
Linda Owens, Mayor

ATTEST:

By: _____
Pam Combs, City Secretary

EXHIBIT "A"
CERTIFICATE OF FORMATION

CERTIFICATE OF FORMATION

Bruceville-Eddy Economic Development Corporation, A Type B Non-Profit Economic Development Corporation Created Under Tex. Loc. Gov. Code Chapters 501, 502 And 505

WE, THE UNDERSIGNED natural persons, each of whom is at least 18 years of age, and each of whom is qualified to sign this of Certificate of Formation of the Bruceville-Eddy Economic Development Corporation (the "Corporation") under the TEX. LOC. GOV. CODE Chapters 501, 502 and 505, as amended, with the approval of the City Council (the "Council") of the City of Bruceville-Eddy, Texas (the "City") as evidenced by the Resolution attached as Attachment "A" and made a part of these Articles for all purposes, do hereby adopt the following Certificate of Formation of the Corporation:

ARTICLE I

Name

The name of the Corporation is the "Bruceville-Eddy Economic Development Corporation," also referred to and known as "Bruceville-Eddy EDC".

ARTICLE II

Authorization

The Corporation is a nonprofit corporation and is a Type B industrial development corporation organized under TEX. LOC. GOV. CODE chapters 501, 502 and 505 (the "Code"). In the event of any conflict between any provision of this Certificate of Formation and the Code, then the provisions of the Code shall control.

ARTICLE III

Duration

The period of duration of the Corporation is perpetual.

ARTICLE IV

Purpose and Limitations

(a) The Corporation is organized exclusively for the purposes of benefiting and accomplishing public purposes of, and to act on behalf of, the City, and the specific purposes for which the Corporation is organized. The Corporation may issue bonds, notes, and other forms of debt instruments, and acquire, maintain, lease, and sell property, and interests therein, on behalf of the City, and expend the proceeds of any sales and use tax levied for the benefit of the Corporation for the promotion and development of commercial, industrial and manufacturing enterprises, to promote and encourage employment and the public welfare, pursuant to the Code. The Corporation may finance and undertake any such project, subject to the regulations and limitations set forth in

the Code. The Corporation is a constituted authority and a public instrumentality within the meaning of the regulations of the United States Treasury Department and the rulings of the Internal Revenue Service prescribed and promulgated pursuant to Section 103 of the Internal Revenue Service Code of 1954, as amended, and the Corporation is authorized to act on behalf of the City, as provided herein.

(b) In the fulfillment of its corporate purpose, the Corporation shall have and may exercise the powers described in this Article, together with all of the other powers granted to the corporations that are incorporated under the Code, and to the extent not in conflict with the Code, the Corporation shall additionally have and may exercise all of the rights, powers, privileges, authorities, and functions given by the general laws of the State of Texas to nonprofit corporations under the Texas Non-Profit Corporation Act, as amended, Chapter 22 of the Texas Business Organizations Code.

(c) The Corporation shall have the purposes and powers permitted by the Code pursuant to the authority granted in Article III, Section 52-a of the Texas Constitution, but the Corporation does not have, and shall not exercise the powers of sovereignty of the City, including the power to tax (except for the power to receive and use the sales and use taxes specified in the Code) and the police power, except that the Corporation shall have and may exercise the power of eminent domain when the exercise thereof is approved by the Council. However, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practice and Remedies Code), the Corporation is a governmental unit and its actions are governmental functions.

(d) The Corporation is not a political subdivision or political corporation of the State of Texas within the meaning of its constitution and laws, including without limitation Article III, Section 52 of said constitution, and no agreements, bonds, debts or obligations of the Corporation are or shall ever be deemed to be the agreements, bonds, debts or obligations, or the lending of credit, or a grant of public money or thing of value, of or by the City, or any other political corporation, subdivision or agency of the State of Texas, or a pledge of the faith and credit of any of them.

ARTICLE V

Members

The Corporation has no members and is a non-stock corporation.

ARTICLE VI

Address and Registered Agent

The street address of the present registered office of the Corporation is Bruceville-Eddy City Hall, 144 Wilcox Dr, Eddy, TX 76524. The name of its initial registered agent at 144 Wilcox Dr, Eddy, TX 76524 is Kent Manton, City Administrator of the City of Bruceville-Eddy, Texas. The Corporation's permanent registered agent, shall be Kent Manton, City Administrator of the City of Bruceville-Eddy, Texas (or Mr. Manton's successor to the position of City Administrator or the Executive Director of the Corporation should the Board of Directors choose to appoint one), who may be served with process at the present registered office of the Corporation.

ARTICLE VII
Board of Directors

(a) The affairs of the Corporation shall be managed by a Board of Directors consisting of seven (7) Directors appointed by the City Council of Bruceville-Eddy. Three directors must be persons who are not employees, officers, or members of the governing body of the City of Bruceville-Eddy. Eligibility for Board of Director Membership shall be as stated in the Corporation bylaws and otherwise consistent with applicable law.

(b) The names and street addresses of the persons who are to serve as the initial directors and the dates of expiration of their initial terms as directors are as follows:

NAMES	SEAT NO.	ADDRESS	TERM EXPIRES
Linda Owens	1	720 3rd Street Eddy, Texas 76524	September 30, 2025
Kent Manton	2	1112 Sugar Brook Drive Temple, Texas 76502	September 30, 2024
	3		September 30, 2025
	4		September 30, 2024
	5		September 30, 2025
	6		September 30, 2024
	7		September 30, 2025

(c) The terms of office for the Board of Directors shall be two years. A director holds office until the term of office expires or he or she is removed from office by the governing body of the City and until a successor is elected, appointed, or designated and qualified.

(d) Any vacancy occurring on the Board of Directors through death, resignation, removal, or otherwise shall be filled by appointment by the governing body of the City to hold office for a term to be determined as provided in the Corporations bylaws.

ARTICLE VIII
City Council Approval

The City has specifically authorized the Corporation, by Resolution, to act on its behalf to further the public purposes stated in said Resolution and this Certificate of Formation, and the City has, by said Resolution, approved this Certificate of Formation. A copy of said Resolution is attached to this Certificate of Formation and made a part hereof for all purposes.

ARTICLE IX
Restrictions

No dividends shall ever be paid by the Corporation and no part of its net earnings remaining after payment of its expenses shall be distributed to or inure to the benefit of its Directors or officers or any individual, firm, corporation or association, except that in the event the Board of Directors shall determine that sufficient provision has been made for the full payment of the expenses, bonds and other obligations of the Corporation, then any net earnings of the Corporation thereafter accruing shall be paid to the City. No part of the Corporation's activities shall be carrying on propaganda, or otherwise attempting to influence legislation, and it shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE X
Dissolution

If the Corporation ever shall be dissolved when it has, or is entitled to, any interest in any funds or property of any kind, real, personal or mixed, such funds or property or rights thereto shall not be transferred to private ownership, but shall be transferred and delivered to the City after satisfaction or provision for satisfaction of debts and claims.

ARTICLE XI
Original Incorporators/Organizer

The name and street address of each original Incorporator is:

Kent Manton,	City Administrator
Linda Owens,	Mayor
Connally Bass,	Mayor Pro Tempore

Bruceville-Eddy
City Hall,
144 Wilcox Dr,
Eddy, TX 76524.

ARTICLE XII
BOARD OF DIRECTORS

The initial bylaws of the Corporation shall be in the form and substance approved by the City Council in its Resolution approving its Certificate of Formation. Such bylaws shall be adopted by the Corporation's Board and shall, together with these Articles of Incorporation, govern the internal affairs of the Corporation until and unless amended in accordance with these Articles.

This Certificate of Formation shall become effective upon filing with the Secretary of State of the State of Texas.

SIGNED AND DATED as of the ____ day of _____, 2023.

Organizer

EXHIBIT "B"
FORM OF BYLAWS APPROVED TO BE ADOPTED
BY BOARD OF DIRECTORS

**BYLAWS OF
THE BRUCEVILLE-EDDY ECONOMIC DEVELOPMENT
CORPORATION OF THE CITY OF BRUCEVILLE-EDDY,
TEXAS
A NON-PROFIT CORPORATION**

These bylaws (referred to as the "Bylaws") govern the affairs of the Bruceville-Eddy Economic Development Corporation, a public instrumentality and a non-profit corporation (hereinafter referred to as the "Corporation") created under TEX. LOC. GOV. CODE Chapters 501, 502 and 505, *et seq.*, as amended (hereinafter referred to as the "Act").

**ARTICLE I
PURPOSE AND POWERS**

Section 1. Purpose. The Corporation is incorporated for the purposes set forth in Article IV of its Certificate of Formation, the same to be accomplished on behalf of the City of Bruceville-Eddy, Texas (the "City"), as its duly constituted authority and instrumentality in accordance with the Act.

Section 2. Powers. The Corporation shall have all of the express and implied powers set forth and conferred in its Certificate of Formation, in the Act, and in other applicable law.

**ARTICLE II
BOARD OF DIRECTORS**

Section 1. Number and Terms of Office.

- (a) The affairs of the Corporation shall be managed and controlled by a Board of Directors (the "Board") and, subject to the restrictions imposed by law, by the Certificate of Formation, the Act, and by these Bylaws, the Board shall exercise all of the powers of the Corporation.
- (b) The Board shall consist of seven (7) Directors, each of whom shall be appointed by and serve at the pleasure of the City Council (the "Council") of the City of Bruceville-Eddy.
- (c) Directors are appointed for terms of two (2) years each. Seats on the Board shall be numbered one (1) through seven (7), with the terms of odd numbered seats expiring in September of odd numbered years, and even numbered seats expiring in September of even numbered years.
- (d) Any director may be removed from office by the Council at will, with or without cause.
- (e) In the event of a vacancy on the Board, the position shall be filled by City Council according to the procedures established by City Council.

Section 2. Qualifications.

- (a) The Directors shall hold such qualifications as required by State Law and as determined by the City Council.

Section 3. Resignations.

- (a) Director resignations shall be made in writing and shall take effect immediately upon receipt by the President or the Executive Director. The acceptance of a resignation shall not be necessary to make it effective unless expressly so provided in the resignation.

Section 4. Meetings of Directors.

- (a) The Board shall annually set regular meeting dates and times in the corporate city limits as the Board may determine; provided, however, in the absence of any such determination by the Board or in the event of a conflict, the Board President shall select a reasonable date and time to hold the meeting.
- (b) The Board shall hold regular meetings at Bruceville-Eddy City Hall. If City Hall is not available, the President shall select a suitable location, which may include a virtual meeting as allowed under State Law.
- (c) The annual meeting of the Board shall be held at a date and time determined by the President.
- (d) The President, in consultation with the Vice -President and Executive Director, may call a special meeting of the Board.
- (e) Directors shall be expected to regularly attend all Board meetings. Special consideration can be granted for absences for good cause. The Council shall be advised of and may remove any Director who is absent from three (3) consecutive regular or special meetings, or 66% of total meetings in a given fiscal year.
- (f) Any Director may request an item be placed on the agenda by delivering the same in writing to the Executive Director no later than ten (10) days prior to the date of the Board meeting.
- (g) The director of the Corporation, if the Board feels that one is needed, shall be a compensated employee of the Corporation. The director shall be the chief executive officer of the Corporation responsible for all daily operations and the implementation of Board policies and resolutions. The director shall attend all called Board meetings and perform those duties and functions as the Board shall prescribe.

Section 5. Open Meetings Act.

All meetings and deliberations of the Board shall be called, convened, held and conducted, in accordance with the requirements of the Texas Open Meetings Act.

Section 6. Quorum.

A majority of the Directors shall constitute a quorum for the conduct of official business of the Corporation. The act of a majority of the Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board and of the Corporation, unless the act of

a greater number is required by law, or is otherwise required within these Bylaws. A Director may not vote by proxy.

Section 7. Conduct of Business.

- (a) At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with the rules of procedure as from time to time may be prescribed by the Board by resolution.
- (b) At all meetings of the Board, the President shall preside and, in the absence of the President, in the order of availability, the Vice-President, the Treasurer and then the Secretary shall exercise the powers of the President.

Section 8. Committees of the Board.

The Board may constitute from time to time committees of the Board that are deemed necessary or appropriate. No such committee shall have independent authority to act for or in the stead of the Board.

Section 9. Compensation of Directors.

Directors shall not receive any salary or compensation for their service as Directors. However, they may be reimbursed for their actual reasonable expenses incurred in the performance of their duties hereunder. The policy regulating payment of reasonable actual expenses incurred in performance of official duty shall be determined by the Board.

Section 10. Conflicts of Interest.

The Directors are subject to any Code of Ethics, set forth in the City of Bruceville-Eddy's Code of Ordinances, (hereafter "Code of Ethics") and shall conform thereto for purposes of addressing potential and/or actual conflicts of interest.

**ARTICLE III
OFFICERS**

Section 1. Titles and Term of Office.

- (a) The officers of the Corporation shall be a President, Vice-President, Secretary, and Treasurer. Any two (2) offices may be held by the same person, except the office of President of the Board and Secretary. Terms of office shall be one (1) year with the right of an officer to be reelected.
- (b) All officers shall be subject to removal from office at any time by a vote of the majority of the Board.
- (c) A vacancy in the office of any officer shall be filled by a vote of the majority of the Board

Section 2. Powers and Duties of the President.

The President of the Board shall:

- (a) Preside over all meetings of the Board.
- (b) Have the right to vote on all matters coming before the Board.
- (c) Have the authority to, upon seventy-two (72) hour notice to the Directors, call a special meeting of the Board, when in his or her judgment such meeting is required.
- (d) Have the authority to appoint ad hoc committees of the Board, which may address issues of a temporary nature of concern or which have a temporary effect on the business of the Board.
- (e) Have the authority to appoint advisory committees to the Board to further the overall development plan of the Board.
- (f) Shall sign with the co-signature of the Secretary, any document which the Board has approved, unless the execution of said document has been expressly delegated to some other officer or agent of the Corporation by appropriate Board resolution, by a specific provision of these Bylaws, or by statute.
- (g) Have the authority and responsibility for all day-to-day activities of the Corporation, including periodic updates to City Council and the City Administrator, supervision of staff, and shall be responsible for all applicable administrative requirements of its Certificate of Formation, these Bylaws, and the Act, as amended, if the Corporation has a vacancy in the role of Executive Director at any time;
- (h) In general, the President of the Board shall perform all duties incident to the office, and such other duties as shall be prescribed from time to time by the Board.

Section 3. Vice-President.

In the absence of the President, or in the event of his or her inability to act, the Vice-President shall perform the duties of the President. When so acting, the Vice-President shall have all power of and be subject to all the same restrictions as those incumbent upon the President. The Vice-President shall also perform other duties as from time to time may be assigned to him or her by the President.

Section 4. Secretary.

The secretary shall keep the minutes of all proceedings of the Board and make a proper record of the same, which shall be attested by the secretary. The Secretary shall keep such books as may be required by the Board and shall perform such other duties as may be required by the Board. The Secretary shall cause notices to be posted of all Board meetings in accordance with

the Texas Open Meetings Act.

Section 5. Treasurer.

The Treasurer shall, in general, perform all the duties incident to that office and such other duties as from time to time may be assigned to him or her by the President of the Board or the Board in general. The Treasurer shall receive and give receipt for money due and payable to the Corporation and shall deposit such monies received by the Corporation, in accordance with Article IV of these Bylaws, if such monies are not directly deposited in the Corporation's accounts.

Section 6. Assistant Secretaries and Assistant Treasurers.

The Board may appoint assistant secretaries and assistant treasurers as it may consider desirable, who shall in general perform such duties as may be assigned to them by the Secretary or the Treasurer, or by the President of the Board. The assistant secretaries and assistant treasurers need not necessarily be Directors.

Section 7. Executive Director.

- (a) The Executive Director of the Corporation, if the Board feels that one is needed, shall be a compensated employee of the Corporation. The Executive Director shall be the chief executive officer of the Corporation responsible for all daily operations and the implementation of Board policies and resolutions. The Executive Director shall attend all called Board meetings and perform those duties and functions as the Board shall prescribe.
- (b) The Board shall develop a job description for the Executive Director position, a performance review schedule and criteria for review, and shall review the performance of the Executive Director based upon the schedule and criteria.
- (c) The Corporation may establish full-time and/or part-time personnel positions. Personnel positions so established shall be reflected in the Annual Corporate Budget and approved accordingly, as referenced in Article IV, Section 1 of these Bylaws.
- (d) The Executive Director and any staff shall be required to follow the Code of Ethics and all Personnel Policies and Procedures of the Corporation adopted by the Board.

ARTICLE IV FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

Section 1. Annual Corporate Budget.

The Board shall cause to be prepared, and shall submit to the City Council, a budget for the forthcoming fiscal year, and in accordance with the annual budget preparation schedule set forth by the City Administrator/Manager. The budget shall be submitted to the City Administrator/Manager for inclusion in the annual budget presentation to the City Council. The

budget proposed for adoption shall include the projected operating expenses, projected programs and projects, and such other budgetary information as shall be useful to or appropriate for the Board and the City Council. No budget amendments shall become effective without City Council approval. No expenditures of funds shall be made unless such expenditure is provided for by the City Council approved budget of the Corporation or otherwise approved by City Council. The City Council must approve all programs, projects, and expenditures of the Corporation.

Section 2. Contracts for Service.

- (a) The Corporation may contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks which will aid or assist the Board in the performance of its duties. Any contract over Fifty Thousand Dollars (\$50,000.00) must be approved by City Council.
- (b) No such contract shall ever be approved or entered into which seeks or attempts to divest the Board of its discretion and policy-making functions.

Section 3. Books, Records, and Audits.

- (a) The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs.
- (b) The Corporation shall cause its books, records, accounts, and financial statements to be audited at least once each fiscal year by an outside, independent auditing and accounting firm approved by the Corporation, which may be included with the City's annual audit process. Such audit shall be at the expense of the Corporation.
- (c) All books, records, accounts, and financial statements shall be kept and administered in accordance with the Texas Public Information Act, Chapter 552, Texas Government Code.

Section 4. Deposit and Investment of Corporate Funds.

- (a) All funds of the Corporation shall be deposited on a regular basis, consistent with generally accepted accounting practices, in a local bank that is a depository of the City, which shall be federally insured and shall be selected following procedures and requirements for selecting a depository as set forth in Chapter 105 of the Local Government Code. All deposits shall be properly accounted for as deposits of the Corporation.
- (b) Temporary and idle funds, which are not needed for immediate obligations of the Corporation, shall be maintained on deposit in the Corporation's depository, or may be invested in any other legal manner in compliance with the internal financial control policies of the Corporation and City Investment Policy.

- (c) All proceeds from loans or from the issuance of bonds, notes, or other debt instruments ("Obligations") issued by the Corporation shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their execution or issuance.

Section 5. Expenditures of Corporate Money.

The monies of the Corporation, including sales and use taxes collected pursuant to the Act, monies derived from the repayment of loans, rents received from the lease or use of property, the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, and the proceeds derived from the sale of Obligations may be expended for by the Corporation for any of the purposes authorized by the Act, subject to the following limitations:

- (a) Expenditures from the proceeds of Obligations shall be identified and described in the orders, resolutions, indentures, or other agreements submitted to and approved by the City Council prior to the execution of loan or financing agreements or the sale and delivery of the Obligations, to the purchasers thereof required by Section 7 of this Article;
- (b) Expenditures that may be made from a fund created with the proceeds of Obligations, and expenditures of monies derived from sources other than the proceeds of Obligations, may be used for the purposes of financing or otherwise providing one or more "Projects", as defined in the Act. The specific expenditures shall be described in a resolution or order of the Board, and shall be made only after the approval thereof by the City Council;
- (c) Corporation shall set its own internal financial control policies for finance and payment policies in accordance with sound fiscal policy, including internal controls, and State law.

Section 6. Issuance of Obligations.

Any debt issuance issued by the Corporation shall be in accordance with the statute governing this corporation, but in any event, no debt issuance shall be issued without approval of the City Council, after review and comment by the City's bond counsel and financial advisor.

ARTICLE V MISCELLANEOUS PROVISIONS

Section 1. Principal Office.

- (a) The principal office of the Corporation shall be located at such place as determined by the Board.
- (b) The Corporation shall have and shall continually designate a registered agent at its Registered Office, as required by the Act.

Section 2. Fiscal Year.

The fiscal year of the Corporation shall be the same as the fiscal year of the City.

Section 3. Surety Bonds.

The President, Vice President, and Treasurer of the Board shall give an official bond in the sum of not less than One Hundred Thousand and no/100 Dollars (\$100,000.00). The bonds referred to in this section shall be considered for the faithful accounting of all monies and things of value coming into the hands of such officers. The bonds shall be procured from some regularly accredited surety company authorized to do business in the State. The premiums thereafter shall be paid by the Corporation. A copy of each officer's bond shall be filed with the Secretary of State.

Section 4. Indemnification of Directors, Officers, and Employees.

The Directors shall authorize the Corporation to pay or reimburse any current or former employee, director or officer of the Corporation for any costs, expenses, fines, settlements, judgments, and other amounts, actually and reasonably incurred by such person in any action, suit, or proceeding to which he or she is made a party by reason of holding such position as employee, officer or director; provided, however, that such person shall not receive such indemnification if they be finally adjudicated in such instance to be liable for gross negligence or intentional misconduct in office. The indemnification herein provided shall also extend to good faith expenditures incurred in anticipation of, or preparation for, threatened or proposed litigation. The Board may, in proper cases, extend the indemnification to cover the good faith settlement of any such action, suit, or proceedings, whether formally instituted or not.

Section 5. Legal Construction.

These Bylaws shall be construed in accordance with the laws of the State of Texas.

Section 6. Severability.

If any provision or section of these Bylaws is held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision, and the Bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the Bylaws.

Section 7. Approval or Advice and Consent by the City Council.

To the extent that these Bylaws refer to any approval by the City or the City Council or refer to advice and consent by the City Council, such approval, or advice and consent shall be evidenced by a certified copy of a resolution, order, or motion duly adopted by the City Council.

Section 8. Services of City Staff and Officers.

Any request for services made to the departments of the City shall be made by the Board or its designee in writing to the City Administrator and the Mayor. The City Council may approve of such request for assistance from the Board when it finds such requested services are available within the City and that the Board has agreed to reimburse the City for the cost of such services so provided, as provided in these Bylaws.

Subject to the authority of the City Council, the Corporation shall have the right to utilize the services of the staff and employees of the City, provided (i) that the City Council approves of the utilization of such services, (ii) that the Corporation shall pay, as approved by the City Council, reasonable compensation to the City of such services, and (iii) the performance of such services does not materially interfere with the other duties of such personnel of the City. Utilization of the aforesaid City staff shall be solely by a contract approved by the City Council and the Board.

Section 9. Prohibited Acts.

As long as the Corporation is in existence, no director, officer or committee member of the Corporation shall:

- (a) Do any act in violation of these Bylaws or a binding obligation of the Corporation;
- (b) Do any act with the intention of harming the Corporation or any of its operations;
- (c) Do any act that would make it improbable or unnecessarily difficult to carry on the intended or ordinary business of the Corporation;
- (d) Receive an illegal personal or business benefit from the operation of the Corporation;
- (e) Use the assets of the Corporation, directly or indirectly, for any purpose other than carrying on the business of the Corporation,
- (f) Wrongfully transfer or dispose of Corporation property; including intangible property such as good will;
- (g) Use the name of the Corporation (or any substantially similar name) or any trademark or trade name adopted by the Corporation, except on behalf of the Corporation in the ordinary course of the Corporation's business;
- (h) Disclose any of the Corporation's privileged business information, trade secrets, or other confidential information to any persons not authorized to receive such information;
- (i) Commit Corporation funds without the prior approval of the Board.

ARTICLE VI EFFECTIVE DATE AND APPROVAL AND AMENDMENT

Section 1. Effective Date.

These Bylaws shall become effective upon the occurrence of the following events:

- (1) the adoption of these Bylaws by the Board, and
- (2) the approval of the Bylaws by the City Council.

Section 2. Amendments to Articles of Incorporation and Bylaws. The Certificate of Formation and the Bylaws may be amended by an affirmative vote of at least three (3) Board members present at any regular meeting or at any special meeting, and such amendment will be effective upon approval by the City Council. In addition, the City Council may amend the Certificate of Formation or Bylaws on its own motion.

Section 3. Dissolution of the Corporation. Upon dissolution of the Corporation, titles to or other interest in any real or personal property owned by the Corporation at such time shall vest in the City of Bruceville-Eddy, Texas.

Section 4.

These Bylaws of the Bruceville-Eddy Economic Development Corporation were approved and adopted at a meeting of the Board of the Bruceville-Eddy Economic Development Corporation, held on _____, 2023.

APPROVED:

_____, President
Bruceville-Eddy Economic
Development Corporation

Attest:

Bruceville-Eddy Economic Development Corp.

Approved and adopted at a meeting of the City Council held on _____, 2023.

Linda Owens, Mayor
City of Bruceville-Eddy, Texas

Attest:

City Secretary



WAVE Plus System Proposal for Bruceville-Eddy Municipal Court

July 19, 2023

Item	Description	Quantity	Cost	Total
1	WAVE Plus Control Panel (10 Zones)	1	\$6,250.00	\$6,250.00
2	Single Button Duress Alarm (Municipal Court)	2	\$139.00	\$278.00
3	Single Button Duress Alarm (City Water Dept)	1	\$139.00	\$139.00
4	On Site Set-up and Training	1	\$995.00	\$995.00

** Please note that this quote does NOT include state and local taxes at applicable rates. Customer must provide SecureTech with a sales tax exemption certificate.

Total \$7,662.00

Key Features

- Wireless receiver can handle 900MHz wireless spread spectrum technology
- Control panel includes hard wired inputs/outputs for integration with other systems
- Email and Text Messaging options are available
- Control panel includes touch screen for programming
- Includes backup battery
- No wires other than a 110 VAC outlet needed
- Control panel is locked with a key for security
- Convenient eyehooks to mount wall unit
- Two year limited warranty standard with all WAVE systems
- Customer must provide a radio for each control panel if 800 MHz or any other non-standard frequencies are specified
- This quote is valid for six months from the issue date
- SecureTech's standard terms and conditions apply

Accepted By: _____

Date: _____

**WATER TOWER LEASE AGREEMENT BETWEEN THE CITY OF BRUCEVILLE-EDDY,
TEXAS AND NET1 CONNECT, LLC**

This agreement ("Agreement") made and entered into as of this 1ST day March of 2022 by and between City of Bruceville-Eddy, a subdivision of the State of Texas, organized and existing under the laws of the State of Texas, (hereafter referred to as "City "), whose mailing address is 144 Wilcox Drive, Eddy, Texas 76524, and Net1 Connect, LLC ("Net1"), a limited liability company organized and existing under the laws of the State of Texas, whose mailing address is P.O. Box 95, Moody, Texas 76557.

WITNESSETH:

WHEREAS, City owns a water tower located on 1759 Theresa Lane, Moody, TX 76557 ("Tower"); and

WHEREAS, Net1 desires to install, remove, replace, maintain, and operate at its expense, a wireless internet service system facility, including antennas to be mounted on top of and to the railing surrounding the Tower and a weather utility service box to house the communications equipment, and necessary appurtenances; and in consideration of the provisions, terms, conditions and covenants contained herein, City and Net1 do mutually covenant and agree as follows:

1. Purpose. The purpose of this Agreement is to allow Net1 the nonexclusive use of certain portions of City property and improvements as herein specified ("Facility") for its housing and operation of certain communication equipment("Equipment"), including the installation of antennas or an antenna system or systems and the space required to run cable between the Equipment and the antenna or antenna systems. City also agrees to allow Net1 the placement of power to the systems, as required by the local power company. All Equipment placed by Net1 is the property of Net1 and may only be maintained and removed by Net1, except in the event of an emergency which requires immediate action be taken by the City. The Equipment is more specifically described in Addendum "A", incorporated herein and made a part hereof for all purposes.
2. Standards. Net1 shall have the right, at its sole cost and expense, to install, operate and maintain its Equipment on the Facility, in accordance with good engineering practices and with all applicable FCC and other regulatory agencies' rules and regulations, federal, state and local.
3. Equipment. All equipment belonging to Net1 and installed or located on the Facility will remain the property of Net1, including but not limited to buildings, service box enclosures, propane powered generators, propane tanks, antennas, radios, wiring, and brackets.
4. Term. The term of this Agreement ("Term") is Five (5) Years, commencing on the date of full execution hereof, and shall then expire. Prior to expiration it may be renewed or renegotiated, with at least Ninety (90) days prior written notice.
5. Rent; Late Fee. In consideration of a monthly rental of \$300.00 paid by Net1, City will provide Net1 with the aforementioned space for the uses specified herein. Rent shall be due and payable on the 1st of each month and considered "delinquent" if received past the 5th business day of any month. A late fee ("Late Fee") of Fifty Dollar (\$50.00), or Five Percent (5%) of the delinquent amount, whichever is highest, will be assessed for each delinquent payment, and shall be payable for each month the same remains delinquent and until paid in full. Late Fees shall be considered to be additional rent. The first month's rent shall be prorated to reflect the date of execution of this Agreement. Net1 will be responsible for the payment of all utilities it may use at the Facility. The Rent shall be increased annually effective as of each calendar year anniversary date from the first day of the first full month of this Contract by an amount equal to Five Percent (5%) of the previous year's rental amount.

6. Title and Quiet Possession. City represents and agrees:
 - a. that it is the owner of the site,
 - b. that it has the right to enter into this agreement,
 - c. that the person signing this agreement has the authority to sign
 - d. that Net1 shall have a reasonable right to access the site, including inside any security fence or area at all times, with or without supervision, throughout the terms of the Agreement so long as Net1 Connect is not in violation of this Agreement, and provided reasonable advance notice is given to City's designated employee or agent or, in the event of an emergency, as soon as possible.
7. Installation. In no event shall Net1 pierce or drill into the exterior of the Tower. Net1 may attach to existing fixtures railing or utilize existing bolts as long as integrity of the tanks is not compromised, and provided that prior written consent is obtained from City.
8. Interference. Net1 will resolve technical problems with other equipment located at the site on the commencement date. Should the Net1's Equipment interfere with any of City's pre-existing equipment, deployments or installations performed by the City, or with their upgrades, or with any pre-existing State, Federal or third-party equipment, deployments or installations, Net1 shall have Thirty (30) days to upgrade the existing equipment and/or otherwise take corrective action to rectify the interference. If no solution can be found, Net1 agrees to vacate the Tower, providing all other means have been attempted and failed.
9. Collocation. Net1's use of the Tower for the purposes of this Agreement is subject to any regulations pertaining to the siting of wireless equipment on existing structures ("collocation"), including but not limited to the applicable provisions of the Middle-Class Tax Relief and Job Creation Act of 2012, and any applicable any Federal Communications Commission and Texas laws, rules and regulations. As allowed by law, collocation at the Tower shall be permitted when it does not interfere with Net1's service.
10. Utilities. For an additional fee, City will furnish 120-volt AC power existing at the Tower. Net1 may also install its own propane powered generators for redundant power in the event of power loss. The generators belonging to Net1 will be solely Net1's responsibility, including but not limited to all maintenance testing and fuel.
11. Maintenance of Tower and Facility. Net1 shall make no alterations to the Tower or Facility which will compromise or impair the integrity of the structure. Net1 shall exercise special precaution to avoid damaging the Tower and it hereby assumes all responsibility for any and all loss or such damage caused by Net1 Connect, its employees or agents. Tower maintenance is the City's responsibility. The City shall not move, disconnect or adjust, in any way, Net1's Equipment without the supervision of a Net1 representative on site, except in a case of emergency or as may otherwise be allowed by applicable law. Net1 acknowledges and agrees that it shall be responsible for moving or protecting its Equipment during any repairs, of maintenance or renovations to the Tower and the City shall incur no liability to Net1 for any injury, expense, or or claim incurred by Net1 during any such repair or renovation.
12. Site Plan • Technical Data. Attached hereto and made a part hereof are Net1's proposed Site Plan and Construction Drawings (Addendum "B") and its Technical Data Sheet (Addendum "C"). Prior to any construction on the Facility, Net1 will provide plans depicting all construction to City. Within Thirty (30) days after completion of the work at the Facility, Net1 shall provide City with as-built drawings of the Equipment placed on the Facility, and the improvements installed thereon, which show the actual location of all equipment, transmission lines and improvements

consistent. The drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and any other item on the Facility.


13. Indemnity. Net1 shall protect, indemnify and save harmless City, its officers, officials, employees and agents from any and all claims and demands for damages to Net1's Equipment and injury to or death of persons, including payments made under any Workers' Compensation Laws, or under any plan for employee's disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, use or removal of Net1 Equipment, including antennas, cable, or other equipment, and necessary appurtenances at the Facility and Tower site. Net1 shall also indemnify, protect, and save harmless the City, its officers, officials, employees and agents, from any and all claims and demands of whatsoever kind which may arise directly or indirectly from Net1's Equipment or its operations at the Facility, including by not limited to taxes, special charges by others, including but not limited to claims and demands for damages, infringement of copyrights, libel and slander, unauthorized use of frequencies, etc.
14. Insurance. Lessee must, during the term of this Contract and at its sole expense, obtain and keep in force, not less than the following insurance:
 - a. Property insurance, including coverage for fire, extended coverage, vandalism and malicious mischief, upon its Equipment;
 - b. Commercial General Liability coverage insuring operations hazard, independent contractor hazard, contractual liability, and products and complete operations liability, in limits not less than one million dollars (\$1,000,000.00) combined single limit for each occurrence for bodily injury, personal injury and property damage liability, naming CITY as an additional insured; and
 - c. Worker's Compensation and Employer's Liability insurance.
15. Hazardous Substance. Net1 shall not introduce or use any hazardous substance on the Facility or Tower site in violation of any applicable law.
16. Relocation: City reserves the right to require Net1 to relocate its Equipment to another location on the Facility, provided such relocation does not substantially interfere with Lessee's specific use and operation of its Equipment. Lessee shall complete any relocation of its Equipment or property within Sixty (60) days after written notice from City. Any such relocation shall be at Lessee's expense, unless the Lessor's relocation requirements result from Lessor's desire to enter into an agreement for use of the Facility property to a non-governmental user, in which case, the third-party user shall be obligated to reimburse Lessee its reasonable relocation costs.
17. Miscellaneous. This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this agreement; this Agreement is governed by the laws of the State of Texas; this Agreement constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable will not be affected and each provision of this Agreement will be enforceable to the fullest extent permitted by law.
18. Compliance with Law and Regulations: Net1 shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations including without limitation, laws and ordinances relating to health, radio frequency emissions, or other radiation and safety requirements in connection with the use, operation, maintenance, construction and/or installation of the Equipment. City, to the extent not inconsistent with its obligations as a governmental entity to exercise regulatory authority, agrees to reasonably cooperate with Net1 in obtaining, at Net1's expense (including City's reasonable attorney and administrative fees), any

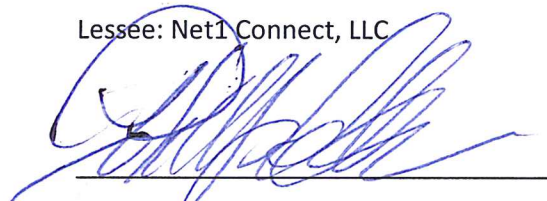
federal, state or local licenses and permits required for or substantially required by Net1's use of the Facility.

19. Confidentiality. City agrees, to the extent allowed by law, to not divulge to known or unknown parties information of Net1's business practices, identified to City as such by Net1, without Net1's knowledge or approval in writing, including, without limitation, technical or non-technical information including patents, copyrights, trade secrets, proprietary information, methods, ideas, concepts, theories, algorithms, protocols, designs, inventions, know-how, processes, software programs, software source documents and formulae related to Net1.
20. Assignment and Sub-Leasing: Net1 shall not assign this Agreement to another party, except to one that it is merged into or that acquires all of Lessee's assets, provided that City is given Sixty (60) days written notice by Net1, and as long as this Agreement is to be left intact. Both Net1 its assignee shall be subject to this Agreement. Under no conditions may Net1 sublease the Facility.
21. Notices. For the purposes of this Agreement, proper notice shall be considered if received via certified mail, at the parties' respective mailing addresses. Other non-contract notices may be received and approved via e mail and/or facsimile. Any notice in any form that is acknowledged in writing by the receiving party will be considered received as of the date of such acknowledgement.

Lessor: City of Bruceville-Eddy

Lessee: Net1 Connect, LLC


By: Linda Owens Mayor


By: Phillip Cotton, Owner & President

Attested by:



Date: 3-3-22

Attested:



Date: 3-3-2022

Certification of Approval by City

On the 1st day of March, 2022, the City Council of the City of Bruceville-Eddy, Texas, in a meeting for which an agenda had been posted as required by law and attended by the requisite quorum of its members, approved by a majority vote, specifying the terms of the above Agreement and authorizing Linda Owens to execute the same, on behalf of the City.

Linda Owens Mayor

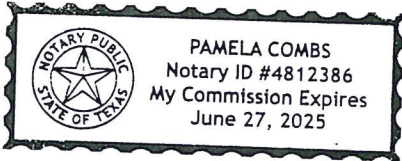
Linda Owens, Mayor

Corporate Acknowledgement

State of Texas
County of McLennan

This instrument was acknowledged before me on the 1st day of March, 2022 by Linda Owens, the City Mayor of the City of Bruceville-Eddy, a Municipal Corporation of the State of Texas, on its behalf, who subscribed the foregoing Agreement, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 3rd day of March, 2022.



Pamela Combs

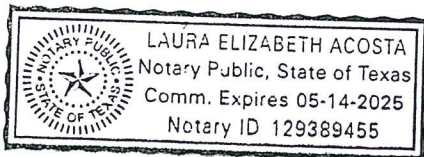
Notary Public's Signature

Corporate Acknowledgement

State of Texas
County of McLennan

This instrument was acknowledged before me on the 3 day of March, 2022 by Phillip Cotton, Owner & President of Net 1, LLC, a Limited Liability Company of the State of Texas, on behalf of the same, who subscribed the foregoing Agreement, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 3 day of March 2022.



L. Acosta

Notary Public's Signature

**AMENDMENT TO WATER TOWER LEASE AGREEMENT BETWEEN THE CITY OF BRUCEVILLE-EDDY, TEXAS
AND NET1 CONNECT, LLC**

This amendment is made and entered into as of this 28th day of September, 2023 by and between City of Bruceville-Eddy, a subdivision of the State of Texas, organized and existed under the laws of the State of Texas, (hereafter referred to as "City"), whose mailing address is 144 Wilcox Drive, Eddy, Texas 76524, and Net1 Connect, LLC ("Net1"), a limited liability company organized and existing under the laws of the State of Texas ,whose mailing address is P.O. Box 95 Moody, Texas 76557.

WITNESSETH:

WHEREAS, City owns a water tower located on 1759 Theresa Lane, Moody, Texas 76557 ("Tower"); and

WHEREAS, an agreement was made and entered into by both parties on the 1st day of March 2022, for a term of five (5) years.

WHEREAS, the lessee desires to amend section 5. Rent; Late Fee, moving the due date from "1st of each month" to the "15th of each month."

1. Amendment to Section 5: If approved, section 5. Rent; Late Fee would be amended to read:

In consideration of a monthly rental of \$300.00 paid by Net1, City will provide Net1 with the aforementioned space for the uses specified herein. Rent shall be due and payable on the 15th of each month and considered "delinquent" if received past the 15th business day of any month. A late fee ("Late Fee") of fifty dollars (\$50.00), or five percent (5%) of the delinquent amount, whichever is highest, will be assessed for each delinquent payment, and shall be payable for each month the same remains delinquent and until paid in full. Late fees shall be considered as additional rent. The first month's rent shall be prorated to reflect the date of execution of this agreement. Net1 will be responsible for the payment of all utilities it may use at the facility. The rent shall be increased annually effective as of each calendar year anniversary date from the first day of the full month of this contract by an amount equal to five percent (5%) of the previous year's rental amount.

Lessor: City of Bruceville-Eddy

Lessee: Net1 Connect, LLC

By: _____

By: Phillip Cotton, Owner & President

Attest by: _____

Date: _____

September 21, 2023

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

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
NEW FALLS COUNTY MUNICIPAL WATER WELL – PHASE I**

Dear Mr. Manton:

MRB Group, P.C. (MRB) appreciates the opportunity to submit this proposal for professional engineering services to the City of Bruceville-Eddy (Client). Our scope of services includes Basic Engineering Services to support the installation of a new water supply well, booster pump station, and ground storage tank. This work is for the preliminary review of three (3) potential well sites to determine the most advantageous site for the City. Once the Site has been determined, MRB will provide a follow-on proposal for the detailed engineering design, bidding, construction administration and construction observation services for the new well, booster pump station, and ground storage tank.

I. Background

The Client wants to construct an additional water supply well at a location that the City will secure if it is the selected site. The City has three (3) potential sites, all located in Falls County, identified as parcel IDs 26844, 39994, and 26848. Our scope of work will generally consist of coordinating with LRE Water or another Hydrogeologist (a sub-consultant to MRB) and providing a preliminary site layout on an aerial photograph background for the feasible well Sites.

A future proposal shall be prepared to support the new water well, the ultimate project shall also include a new ground storage tank, a new pump station, a new disinfection system, and yard piping to connect the proposed facilities to the existing distribution system. Connection distance to the existing system varies with each of the three potential sites and will be a factor in the site selection criteria. The specific design features of these facilities will be determined during the project's detailed engineering design phase.

II. Scope of Services and Compensation

The proposed scope of services is as itemized below:

Basic Engineering Services:

A. Planning Phase

MRB's sub-consultant will compile available records for nearby wells from public databases regarding depth to groundwater, well construction, and local subsurface geology. The data from local wells and models will be evaluated to determine the expected quality of the groundwater in the local aquifer and the likely production characteristics for a new public water supply (PWS). They will review the proposed location of the well and develop preliminary well design parameters based on existing aquifer conditions.

MRB will prepare a brief technical memorandum to document the advantages and disadvantages of each of the three sites. A preliminary site layout for each feasible well site along with a preliminary cost estimate will be included for the City's consideration. MRB has included one meeting with the City to discuss the Technical Memorandum at the conclusion of the planning phase.

Total of Item A (Lump Sum)..... \$29,500.00

The cost figures shown above represent our lump sum amount. 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. Additional Services

The following items, not included in the above services, can be provided on a personnel time-charge basis but would only be performed upon receipt of your authorization.

- A. Additional site investigations for water well installation.
- B. Boundary Survey.

- C. Direct negotiations with landowners for Property Acquisition and/or Easements.
- D. Detailed engineering design, construction administration or construction observation. MRB will provide a follow-up proposal for these services once a site is selected.

IV. Commencement of Work

MRB Group will begin work on the project upon receipt of this signed contract proposal.

V. 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 it to our office. Thank you for considering our firm. We look forward to working with you on this project.

Sincerely,



Trey S. Taylor, P.E.
Central Texas Operations Manager



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

<https://mrbgroup365.sharepoint.com/sites/Proposals/Shared Documents/Texas/Bruceville-Eddy, City of/Bruceville-Eddy Water Well Improvements Proposal.docx>

Enclosures MRB Group Standard Terms and Conditions

PROPOSAL ACCEPTED FOR THE CITY OF BRUCEVILLE-EDDY BY:

Signature

Title

Date



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

A. TERMINATION

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

B. OWNERSHIP OF DOCUMENTS

All reports, 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.

CHAPTER 3 COMPENSATION

OVERTIME & COMPENSATORY TIME

All employees of the City of Bruceville-Eddy are expected to work whatever hours are necessary to accomplish their assignments in a timely manner. No overtime is to be worked, nor compensation expected, unless the employee's supervisor has approved such overtime in advance

All non-exempt employees required to work overtime will be given compensatory time at one and one-half (1 ½) times or paid for all overtime worked to the nearest 15 minute increment. Overtime and compensatory time is based on hours worked in excess of forty (40) hours per week.

Your supervisor can adjust your schedule and time off during the workweek to balance your 40-hour week.

Any use of leave time, holiday, sick or comp time will not count towards the forty (40) hour work week in calculating overtime or compensatory time. The City of Bruceville-Eddy does not have a formal compensatory time procedure. However, informal agreements between employees and their supervisor are permitted as long as the program is reasonable and not abused, and that all parties recognize that the City of Bruceville-Eddy accepts no responsibility for payment for unused compensatory time in the event that the employee's employment is terminated.

An employee can accumulate a maximum amount of forty (40) hours of compensatory time, with the express knowledge of the Council and their approval only.

PAY DAY

For pay purposes, our workweek begins at 12:01 AM Saturday morning and ends midnight Friday. You will be paid every other Friday. Should Friday fall on a holiday your payday will be the last workday prior to the holiday.

TIME SHEETS

The City of Bruceville-Eddy does not require official time sheets by full time permanent salaried employees, except to report to the designated timekeeper any vacation, sick, compensatory, leave without pay, and time off for City of Bruceville-Eddy business. However, all hourly waged City of Bruceville-Eddy employees will be required to accurately record all time worked. **You will be expected to record your time and maintain a one-hour lunch period or other working schedule approved by your supervisor. Leave, vacation, sick, or time-off sheets are to be turned in on a timely manner to the timekeeper and must be signed by the employee to certify the accuracy of the time reported. No requested time off will be allowed to be made up. An employee must request leave without pay unless the requestor has earned vacation, sick or holiday time available. No exceptions are to be made.** It is very important that you verify the number of hours you are being paid. You should carefully check the time sheet before signing.



FALLS COUNTY

403 CRAIK STREET
MARLIN, TEXAS 76661

APPRAISAL DISTRICT

PHONE: 254-883-2543
Email: info@fallscad.net

September 17, 2023

The Honorable Mayor Linda Owens
City of Bruceville-Eddy
144 Wilcox Drive
Eddy, TX 76524-2587

Dear Mayor Owens:

Greetings! It is the time of year when we are asking you to assist us to fill the three Falls County Appraisal District Board of Directors positions that will become vacant on January 1, 2024. Since Falls County Appraisal District works for you, it is up to your entity to nominate candidates for the FCAD Board positions. Attached is a "go-by" Resolution for you to bring before your Commission, Council or Board at your October meeting. Each taxing district may nominate one person for each position, or three candidates this year.

Please return to our office a copy of your executed nomination resolution by October 21, 2023 to info@fallscad.net.

After we receive all the nominations back, we will prepare and mail you a formal ballot, no later than October 31, 2022. The actual election will take place at your November or December Board, Council or Commission meeting.

The Appraisal District is governed by a five-member Board that is elected by the Taxing Entities. These Directors serve a staggered two-year term which means two members are elected one year and then three members are up for election the following year. For the coming year, three 2-year terms are up for election.

The members currently serving the expiring terms are Mr. Jesse Martinez, Ms. Linda Mitchell, and Ms. Shirley Melton. All have done an outstanding job as Board Members, and I am pleased to report that all have agreed to continue serving. You may nominate these three and/or you may nominate other candidates.

To be eligible to serve on the board of directors, an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office (Jan. 1, 2024). Owing delinquent property taxes disqualifies a person from serving on the CAD board of directors. Other requirements are listed in the attached "Appraisal District Board of Directors Eligibility".

Attached is a "go-by" Resolution for you to bring before your Commission, Council or Board at your October meeting. If you have any questions or concerns, please call or come by and I will be happy to discuss this with you.

Don't forget to return to our office a copy of your executed nomination resolution by October 21, 2023 to info@fallscad.net.

Thank you for your attention to this matter.

Respectfully submitted,

Martha Davis RPA CCA
Chief Appraiser

**RESOLUTION TO NOMINATE CANDIDATES
To the Falls County Appraisal District
Board of Directors 2024-2025 Term of Election**

Whereas, _____,
Name of Entity

entitled to nominate one candidate for each position to fill a directorship on the Falls County Appraisal District Board of Directors, as authorized by Section 6.03 Texas Property Tax Code.

Whereas, _____,
Name of Entity

desires to exercise its right to nominate a candidate(s) to fill a directorship.

Therefore, be it resolved that _____,
Name of Entity

does hereby nominate the following individual(s) to serve on the Falls County Appraisal District Board of Directors.

Nominee Name/Address: _____

Passed and approved this day _____.

Presiding Officer: _____

Attest: _____