



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

**Special Called City Council Meeting
October 12, 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. Citizen Presentations

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

3. Open Public Hearing – Zoning Change from Single-Family Dwelling District-1 to Single-Family Dwelling District-3: 901 Eagle Drive Eddy, Texas 76524

Council to hear public comments pertaining to an owner/agent initiated zoning change on property located at 901 Eagle Drive Eddy, Texas 76524, containing a total of 122.46 acres; and further described as being located within the City limits of Bruceville-Eddy; and in-between Eagle Drive and Old Moody Road from its current designation of Single-Family Dwelling District-1 to Single-Family Dwelling District-3

The public hearing is open to any interested persons with opinions, objections, and/or comments related to this matter. Comments related to this matter may only be expressed via mail, e-mail or, by appearing in person. Another person or attorney may also represent you.

4. Close Public Hearing – Zoning Change from Single-Family Dwelling District-1 to Single-Family Dwelling District-3: 901 Eagle Drive Eddy, Texas 76524



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

5. Zoning Change from Single-Family Dwelling District-1 to Single-Family Dwelling District-3: 901 Eagle Drive Eddy, Texas 76524

At the request of an agent of the property owner, Council to discuss, consider, and possibly take action to approve ordinance 10-12-2023-1; changing the zoning classification on property located at 901 Eagle Drive Eddy, Texas 76524, containing a total of 122.46 acres; and further described as being located within the City limits of Bruceville-Eddy; and in-between Eagle Drive and Old Moody Road from its current designation of Single-Family Dwelling District-1 to Single-Family Dwelling District-3; and amending the official Zoning Map and comprehensive plan of the City of Bruceville-Eddy, McLennan County, Texas to rightly reflect said changes.

6. Water Model and GIS Mapping Presentation – MRB Group

Council to discuss, consider, and possibly take action on a presentation from MRB Group engineering on the current state of our water system.

7. Nomination of Candidates to the McLennan County Appraisal District Board of Directors

Council to discuss, consider, and possibly take action on resolution 10-12-2023-1 nominating candidates to the McLennan County Appraisal District Board of Directors.

8. Bruceville-Eddy EDC - Resolution Approving Formation

Council to discuss, consider, and possibly take action on resolution 10-12-2023-2; approving the formation of the Bruceville-Eddy Economic Development Corporation, appointing the initial Board of Directors, and establishing initial bylaws.

9. Establishment of Street Repair Committee

Council to discuss, consider, and possibly take action on the establishment of an ad-hoc Street Repair Steering Committee for a period not to exceed six months of service.

10. Financial Assistance Application to TWBD - AMPSS

Council to discuss, consider, and possibly take action to authorize the City Administrator to submit a financial assistance application to Texas Water Development Board for their Asset Management Program for Small Systems (AMPSS) funding opportunity.

11. Executive Session

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

Consultation with City Attorney regarding Water Tower Lease Agreement – Net1 Connect, LLC

Texas Government Code Section 551.071 (Consultation with City Attorney) and Section 1.05, Texas Disciplinary Rules of Professional Conduct. Confer with City Attorney to receive legal advice regarding a Water Tower Lease Agreement with Net1 Connect, LLC.

B. Reconvene into Open Session

C. Possible Action on Issues Discussed in Executive Session



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

12. Ratification of Water Tower Lease Agreement – Net1 Connect, LLC

Council to discuss, consider, and possibly take action to ratify an executed agreement dated March 1st, 2022 for a water tower lease agreement with Net1 Connect, LLC.

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

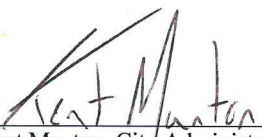
Council to discuss, consider, and possibly take action on an amendment to the water tower lease agreement between the City of Bruceville-Eddy and Net1 Connect, LLC.

14. Adjournment

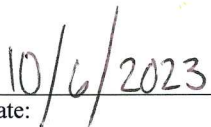
For the safety of citizens, council members, and staff, upon adjourning of the city council meeting, citizens/visitors are asked to exit the building through the front entrance to City Hall immediately. Any bags, backpacks, purses, etc., that are being brought into the council meeting room are subject 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 **6th day of October, 2023 at 3:30 pm**, 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: _____





CITY OF BRUCEVILLE-EDDY- ZONING CHANGE APPLICATION

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

Name(s) of Property Owner: Bruce Whitis

Current Address: 109 W. 2nd St.

City: Georgetown State: Tx Zip: 78626

Primary Phone: (254) 953-5353 Cell Phone: () -

Email: _____

Name of Applicant: Ian Cochran
(If different than Property Owner)

Address: 109 W. 2nd St.

City: Georgetown State: Tx Zip: 78626

Primary Phone: () - Cell Phone: () -

Email: icochran@wbdevelopment.com

Address/Location of property to be rezoned: 901 Eagle Dr.

Legal Description: PREWITT LEVI Acres 72.08 & HENRY W.P Acres 44.6789 And HENRY W.P Acres 1.037

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

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

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

Total Acreage: 122.42 Number of Lots: 1

Type of Ownership: Sole Ownership Partnership Corporation Other

Present Zoning: SF-1 Present Use: Farm/Ranch

Proposed Zoning: SF-3 Proposed Use: Residential housing

Conditional Use Permit for: _____

This property was conveyed to owner by deed dated 7/14/2023 and recorded in Volume _____, Page _____, Instrument Number 2023021285 of the McLennan or Falls County Deed Records. (Attached)

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



CITY OF BRUCEVILLE-EDDY- ZONING CHANGE APPLICATION

Requirements for all zoning change application submittals:

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

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

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

Applicant: Ian Cochran Case #: N/A
Intake Date: 8/21/2023 Received by: Kent Manton - 9/15/2023
Amount Paid: \$ 300.00 Cash/MO#/Check #: Check Receipt #: N/A



APPOINTMENT OF AGENT

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

Name of Agent: Ian Cochran

Mailing Address: 109 W. 2nd St.

City: Georgetown State: Tx Zip: 78626

Home Phone: (210) 310 - 5087 Business Phone: () -

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

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

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

Signature of Agent: Ian Cochran Title: Development Manager
Printed/Typed Name of Agent: Ian Cochran Date: 8/21/23
Signature of Property Owner: Bruce Whitis Title: Owner
Printed/Typed Name of Property Owner: Bruce Whitis Date: 8/29/23

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

Application Revised: February 25, 2020



109 W 2nd St. Ste 201, Georgetown, TX 78626
Office: 254-953-5353 Fax: 254-953-0032

August 21, 2023

Kent Manton – City Administrator
City of Bruceville-Eddy
144 Wilcox Drive
Bruceville-Eddy, Texas 76524

Dear Mr. Manton,

We purchased the property at 901 Eagle Dr. in early July 2023 with the intention to develop the majority of the property into a new residential subdivision. Currently the property is one individual lot serving as a ranch homestead which will need to be re-platted into separate lots for our intended use. My understanding is that the property is currently zoned SF-1 and we are requesting a zoning change to SF-3. The change in zoning will establish definitive design parameters to allow us to plan the layout of the subdivision. This change will grant the City the opportunity to supply additional housing in a form that has not been provided previously and allow the City to receive additional property tax income.

Sincerely,

Ian Cochran

FTL 233206 ①

J. A. "Andy" Harwell, County Clerk -
McLennan County, TX

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

SPECIAL WARRANTY DEED

Date: July 10, 2023

Grantor(s): Marcus E. Fowler and Sharon M. Fowler

Grantor's Mailing Address: P. O. Box 572, Eddy, Texas 76524

Grantee(s): WBW Investment Solutions, LLC – Series 018, a Texas series limited liability company

Grantee's Mailing Address: 109 W. 2nd Street, Suite 201
Georgetown, Texas 78626

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged.

Property (including any improvements): A 122.46-acre tract of land situated in the W. Henry Survey, Abst. No. 436 and the L. Prewitt Survey, Abst. No. 723, in McLennan County, Texas. Said 122.46 acre tract of land being: the remaining portion of that certain tract of land called to contain 94 acres of land designated Tract No. 1 and that certain tract of land called to contain 50.00 acres designated Tract 2 and described in a deed recorded to W. B. Appleby of record in Volume 496, Page 198, Deed Records of McLennan County, Texas (DR); Said 122.46 acres of land also being the remaining portion of a 144 acre tract of land described in a deed recorded December 31, 2012 to Marcus E. Fowler and spouse, Sharon M. Fowler of record in Doc. No. 2012040959, Official Public Records of McLennan County (OPR) Texas. Said 122.46-acre tract of land also containing all that certain tract of land called to contain 2.29 acres of land in a deed recorded on Oct. 27, 2022, to Marcus E. Fowler and spouse, Sharon M. Fowler of record in Doc. No. 2022042272, OPR. Said 122.46 acres of land also includes a portion of a 1.787-acre tract of land recorded August 29, 2001, and described in a deed to Vivian Williams of record in Doc. No. 2001027681, OPR. Said 122.46 acres of land was surveyed by Texas Land Surveyors, R.P. Shelley, RPLS 4540, on Aug. 22, 2022, and is more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

Exceptions to Conveyance and Warranty: See Exhibit "A."

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, OTHER THAN THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS DEED, GRANTOR IS CONVEYING THE PROPERTY TO GRANTEE "AS IS, WHERE IS, AND WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR.

When the context requires, singular nouns and pronouns include the plural.

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE TO SPECIAL WARRANTY DEED]

IN WITNESS WHEREOF, this Special Warranty Deed is executed to be effective as of the date first above written.

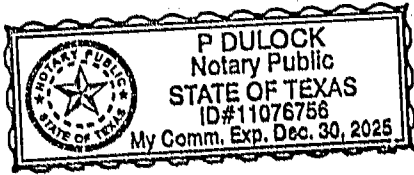
GRANTOR:

Marcus E. Fowler

Marcus E. Fowler

STATE OF TEXAS §
COUNTY OF McLennan §

This instrument was acknowledged before me on July 10, 2023, by Marcus E. Fowler.



P Dulock

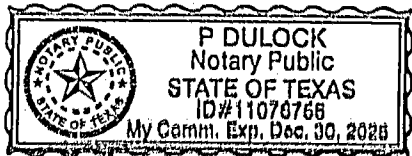
Notary Public, State of Texas

Sharon M. Fowler

Sharon M. Fowler

STATE OF TEXAS §
COUNTY OF McLennan §

This instrument was acknowledged before me on July 10, 2023, by Sharon M. Fowler.



P Dulock

Notary Public, State of Texas

WBW Investment Solutions LLC – Series 018
109 W. 2nd Street, Suite 201
Georgetown, Texas 78626
(254) 953-5353
tparks@wbdevelopment.com

Escrow File No.: 233206

EXHIBIT "A"

Field Note Description of 122.46 acres of land situated in the W. Henry Survey, Abst. No. 436 and the L. Prewitt Survey, Abst. No. 723, in McLennan County, Texas. Said 122.46 acre tract of land being: the remaining portion of that certain tract of land called to contain 94 acres of land designated Tract No. 1 and that certain tract of land called to contain 50.00 acres designated Tract 2 and described in a deed recorded to W. B. Appleby of record in Volume 496, Page 198, Deed Records of McLennan County, Texas (DR); Said 122.46 acres of land also being the remaining portion of a 144 acre tract of land described in a deed recorded December 31, 2012 to Marcus E. Fowler and spouse, Sharon M. Fowler of record in Doc. No. 2012040959, Official Public Records of McLennan County (OPR) Texas. Said 122.46 acre tract of land also containing all that certain tract of land called to contain 2.29 acres of land in a deed recorded on Oct. 27, 2022 to Marcus E. Fowler and spouse, Sharon M. Fowler of record in Doc. No. 2022042272, OPR. Said 122.46 acres of land also includes a portion of a 1.787 acre tract of land recorded August 29, 2001 and described in a deed to Vivian Williams of record in Doc. No. 2001027681, OPR. Said 122.46 acres of land was surveyed by Texas Land Surveyors, R.P. Shelley, RPLS 4540, on Aug. 22, 2022 and is more particularly described by metes and bounds as follows:

BEGINNING at a PK Nail set at a bend in Old Moody Road at the most northerly corner of the remaining portion of said 50 acre tract of land and this 122.46 acre tract of land;

THENCE with the northeasterly line of said 50 acre tract of land, said Fowler tract of land and this 122.46 acre tract of land and being generally northeasterly from a fence and then along or near said fence, South 30° 44' 12" East at 700.71 feet passing a surveyor's capped iron rod found on line at the most westerly corner of that certain tract of land called to contain 33.26 acres of land in a deed recorded Sept. 30, 2005 to Bruceville-Eddy, I.S.D. and continuing with the common line between said 50 acre tract of land and said 33.26 acre tract of land for a total distance of 1280.63 to a 1/2 inch iron rod with a red plastic cap marked RPLS 4540, set at the most easterly corner of said 50 acre tract of land, same being an exterior corner of said 33.26 acre tract of land and an interior corner of said Fowler tract of land and this 122.46 acre tract of land;

THENCE with the northwesterly line of said 94 acre tract of land, said Fowler tract of land, land and this 122.46 acre tract of land, same being a southeasterly line of said 33.26 acre tract of land and being along or near a fence, North 59° 28' 23" East for a distance of 22.65 feet to a 1/2 inch iron rod with a red plastic cap marked RPLS 4540, set at the most northerly corner of said 94 acre tract of land, an exterior corner of this 122.46 acre tract of land, same being an exterior corner of said Fowler tract of land and an interior corner of said 33.26 acre tract of land and

THENCE with the northeasterly line of said 94 acre tract of land, said Fowler tract of land and this 122.46 acre tract of land, same being the southwesterly line of said 33.36 acre tract of land, South 30° 30' 14" East for a distance of 1080.58 feet to a 1/2 inch iron rod with a red plastic cap marked RPLS 4540, set at the most northerly corner of that certain tract of land called to contain 1.037 acres of land in a deed recorded Sept. 30, 2005 to Bruceville-Eddy I.S.D. of record in Doc. No. 2006000793, OPR, same being an exterior corner of this 122.46 acre tract of land;

THENCE crossing said 94 acre tract of land with irregular lines of said Fowler tract of land and this 122.46 acre tract of land and being along or near a fence for the following Five course:

With the common line between said 1.037 acre tract of land and this 122.46 acre tract of land and being along or near a fence for the following two courses:

1. South 59° 40' 34" West for a distance of 386.98 feet to a 1/2 inch iron rod with a red plastic cap marked RPLS 4540, set at an angle point;
2. South 22° 01' 15" West for a distance of 153.51 feet to an angle point in this 122.46 acre tract of land at the most southerly corner of said 1.037 acre tract of land in the northwesterly line of that certain tract of land called 10.0 acres of land in a deed recorded Nov. 4, 1977 to Bruceville-Eddy High School District in Vol. 1271, Pg 198, DR;

With the common line between this 122.46 acres tract of land and said 10.00 acre tract of land for the following two courses:

3. South 59° 44' 06" West for a distance of 7.34 feet to a point at the most westerly corner of said 10.00 acre tract of land and being an angle point in this 122.46 acre tract of land;
4. South 30° 15' 54" East for a distance of 5.98 feet to a point at the most northerly corner of that certain tract of land called to contain 8.9 acres of land in a deed recorded July 12, 2001 to

Bruceville-Eddy I.S.D. and described in a deed to Louise Appleby Kincannon of record in Doc. No. 2001024811, OPR, for an angle point in this 122.46 acre tract of land;

With the common line between this 122.46 acre tract of land and said 8.9 acre tract of land and being along or near a fence for the following two courses:

1. South 22° 04' 54" West for a distance of 378.59 feet to a 1/2 inch iron rod with a red plastic cap marked RPLS 4540 set at an angle point;
2. South 30° 15' 06" East for a distance of 1101.00 feet to an iron rod found in the northwesterly line of Eagle Drive at the most southerly corner of said 8.9 acre tract of land and being the most southerly, east corner of this 122.46 acre tract of land and from which an iron rod found at the most southerly corner of that certain tract of land called to contain 6.00 acres of land in a deed recorded Dec. 30, 1929, to E. G. Gruetzner, et al, Trustees of record in Vol. 470, Pg. 670, DR, bears North 59° 30' 16" East a distance of 399.78 feet;

THENCE with the common line between said Eagle Drive and said 94 acre tract of land, same being the southeasterly line of said Fowler tract of land and this 122.46 acre tract of land, South 60° 55' 59" West for a distance of 1002.96 feet to a 1/2 inch iron rod with a red plastic cap marked RPLS 4540 set at the most easterly corner of tract of land called to contain 3.02 acres of land and described in a Correction Affidavit as to Original Recorded Instrument, grantees Willard K. Murrey and spouse, Mary W. Murrey, recorded on November 7, 2022 of record in Doc. No. 2022043485, OPR, same being the most southerly corner of this 122.46 acre tract of land;

THENCE crossing said 94 acre tract of land and said Fowler tract of land with a southwesterly line of this 122.46 acre tract of land, same being the northeasterly line of said 3.02 acre tract and being along or near a fence for the following four courses:

1. North 28° 29' 44" West a distance of 281.45 feet to an angle point;
2. North 28° 33' 18" West for a distance of 212.58 feet to an angle point;
3. North 28° 17' 20" West for a distance of 1160.79 feet to an angle point;
4. North 28° 26' 27" West for a distance of 825.18 feet to a 1/2 inch iron rod with a red plastic cap marked RPLS 4540 set at an angle point;

THENCE with the common line between said 3.02 acre tract of land and this 122.46 acre tract of land, North 32° 53' 54" East for a distance of 12.49 feet to a 1/2 inch iron rod with a red plastic cap marked RPLS 4540 set in the northwesterly line of said 94 acre tract of land at the most northerly corner of said 3.02 acre tract of land and being in the southeasterly line of said 2.29 acre tract of land;

THENCE with the common line between said 94 acre tract of land and said 2.29 acre tract of land and being a northwesterly line of this 122.46 acre tract of land, North 59° 28' 23" East for a distance of 4.05 feet to a 1/2 inch iron rod with a red plastic cap marked RPLS 4540 set at the most southerly corner of said 2.29 acre tract of land;

THENCE with the southwesterly line of said 2.29 acre tract of land and this 122.46 acre tract of land and passing through said 1.787 acre tract of land and being along or near a fence, North 30° 26' 46" West for a distance of 1282.50 feet to a 1/2 inch iron rod with a red plastic cap marked RPLS 4540 set in the southeasterly line of said Old Moody Road at the most westerly corner of said 2.29 acre tract of land and this 122.46 acre tract of land;

THENCE with the common line between said Old Moody Road, said 2.29 acre tract of land, said 50 acre tract of land and this 122.46 acre tract of land and also being along the northerly line of said 1.787 acre tract of land and being in part along or near a fence for the following two courses:

1. North 59° 40' 42" East for a distance of 74.68 to an angle point and being the most northerly corner of said 2.29 acre tract of land and the most westerly corner of said 50 acre tract of land;
2. North 59° 31' 49" East for a distance of 1613.68 feet to the POINT OF BEGINNING.

SAVE AND EXCEPT:

That certain tract of land called to contain 4.2841 acres of land (and found to contain 4.24 acres of land) in a deed recorded Dec. 7, 2001 to American Towers, Inc., of record in Doc. No. 2001038429, OPR.

Exhibit B**Permitted Exceptions**

Standby fees, taxes, and assessments by any taxing authority for the year 2023 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; and any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (1) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, (2) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (3) filled-in lands or artificial islands, (4) water rights, including riparian rights, or (5) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area; and, to the extent that they validly exist, the following matters of public record:

1. Any and all easements, building setback lines, conditions, covenants, and restrictions as set forth in the restrictions recorded in Clerk's File No. 2001038431 of the Official Public Records of McLennan County, Texas.
2. Blanket-type Easement: in favor of Texas Power & Light Company dated July 13, 1915, executed by T. W. Gaddy and Maggie Gaddy, his wife recorded in Volume 277, Page 254 of the Deed Records of McLennan County, Texas.
3. Blanket-type Easement: in favor of Texas Power & Light Company dated February 6, 1942, executed by W. B. Appleby and Mrs. Jessie Appleby recorded in Volume 496, Page 551 of the Deed Records of McLennan County, Texas.
4. Mineral and/or Royalty Interest and Terms, Conditions and Stipulations contained therein: Recorded: January 22, 1960, in Volume 856, Page 558 of the Deed Records of McLennan County, Texas.
5. Blanket-type Easement: in favor of Texas Power & Light Company dated October 2, 1980, executed by W. B. Appleby and Jessie C. Appleby recorded in Volume 1375, Page 305 of the Deed Records of McLennan County, Texas.
6. Blanket-type Easement: in favor of Wayne H. Cast dba Eddy Water System dated October 19, 1981, executed by W. B. Appleby and Jessie Appleby recorded in Volume 1394, Page 558 of the Deed Records of McLennan County, Texas.
7. Blanket-type Easement: in favor of the City of Bruceville-Eddy dated September 23, 1997 executed by Louise Kincannon (McMahan) recorded in Volume 193, Page 88 of the Official Public Records of McLennan County, Texas.
8. Terms, Conditions and Stipulations in the Access and Utility Easement and Right-of-Way Agreement by and between: Parties: Louise Appleby Kincannon fka Louise Appleby McMahan and Wayne Kincannon and American Towers, Inc., a Delaware corporation. Recorded: December 7, 2001, in Clerk's File No. 2001038430 of the Official Public Records of McLennan County, Texas.
9. Easement: in favor of the Oncor Electric Delivery Company LLC, a Delaware limited liability company along Eagle Drive, dated April 1, 2009 executed by Louise Appleby Kincannon recorded in Clerk's File No. 2009030700 of the Official Public Records of McLennan County, Texas, and as shown on survey dated August 2022 with final revision date of June 6, 2023, prepared by R. P. Shelley, RPLS No. 4540.

10. **Terms, conditions, provisions and stipulations of the on-site wastewater treatment system as Recorded May 31, 2013, in Clerk's File No. 2013018312 of the Official Public Records of McLennan County, Texas.**

FILED AND RECORDED

Instrument Number: 2023021285

Filing and Recording Date: 07/11/2023 02:21:34 PM Pages: 7 Recording Fee: \$36.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of McLennan County, Texas.



J. A. "Andy" Harwell, County Clerk
McLennan County, Texas

greenl

ORDINANCE NO. 10-12-2023-1

AN ORDINANCE OF THE CITY OF BRUCEVILLE-EDDY, TEXAS, AMENDING EXHIBIT 14A OF THE CODE OF ORDINANCES OF THE CITY, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY, AND AMENDING THE COMPREHENSIVE PLAN BY CHANGING THE ZONING CLASSIFICATION ON A CERTAIN TRACT OF LAND LEGALLY DESCRIBED AS A 122.46 ACRE TRACT OF LAND SITUATED IN THE W. HENRY SURVEY ABSTRACT NO. 723 MCLENNAN COUNTY, TEXAS, ACCORDING TO DEED INSTRUMENT NO. 2023021285, MCLENNAN COUNTY; AND MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT “A”, FROM ITS ZONING CLASSIFICATION OF SINGLE-FAMILY DWELLING DISTRICT-1 TO SINGLE-FAMILY DWELLING DISTRICT-3; PROVIDING THAT SUCH TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING THAT THE ZONING MAP SHALL REFLECT SINGLE-FAMILY DWELLING DISTRICT-3 FOR THIS PROPERTY; PROVIDING A PENALTY; PROVIDING REPEALING, SEVERABILITY, A SAVINGS CLAUSES; AND AN EFFECTIVE DATE.

WHEREAS, the City of Bruceville-Eddy, Texas (hereinafter referred to as “City”) is a General Law A Municipality acting under its authority adopted by the electorate pursuant to Article XI, Section 4 of the Texas Constitution and Chapter 6 of the Texas Local Government Code; and

WHEREAS, the City Council of the City (the “City Council”) adopted Exhibit 14A of its Code of Ordinances, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the “Zoning Ordinance”); and

WHEREAS, the City of Bruceville-Eddy, sees it necessary and prudent to adopt this ordinance for the purpose of facilitating current and future land uses by amending the May 2011 Comprehensive Plan; the property described herein and depicted in Exhibit “A” which is attached and incorporated for a zoning change from single-family dwelling district-1 to single-family dwelling district-3; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which the City Council considered the zoning change, and among other things, the character of the land and its suitability for particular uses, and compatibility with surrounding uses, with a view of encouraging the most appropriate use of land in the City, and the City Council does hereby find that the rezoning approved hereby accomplishes such objectives.

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

SECTION 1. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein, and found to be true.

SECTION 2. Findings. After due deliberation and consideration of the information and other materials received at the public hearing, the City Council has concluded that the adoption of this Ordinance is in the best interests of the City, and of the public health, safety, and welfare.

SECTION 3. Zoning Amendments. Exhibit 14A of the Code of Ordinances of the City, the same being the City's Comprehensive Zoning Ordinance, is hereby amended in the following particulars, and all other articles, chapters, exhibits, sections, paragraphs, sentences, phrases, and words not expressly amended hereby are hereby ratified and affirmed.

The zoning district classification on these properties are hereby changed from single-family dwelling district-1 to single-family dwelling district-3. The properties shall be subject to all applicable City ordinances and regulations governing a General Business District.

SECTION 4. Zoning Map. The Zoning Map of the City, adopted by Exhibit 14A of the Code of Ordinances, and on file in the office of the City Secretary is hereby amended to reflect the foregoing zoning use changes herein made.

SECTION 5. Severability. Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 6. Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 7. Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars (\$2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 8. Effective Date. This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

SECTION 9. Open Meeting. That it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Article 551.041, Texas Government Code.

AND IT IS SO ORDERED.

On motion by Councilmember _____, seconded by Councilmember _____, the above and foregoing Ordinance was passed and approved by the following vote:

Ayes:

Abstentions:

Nays:

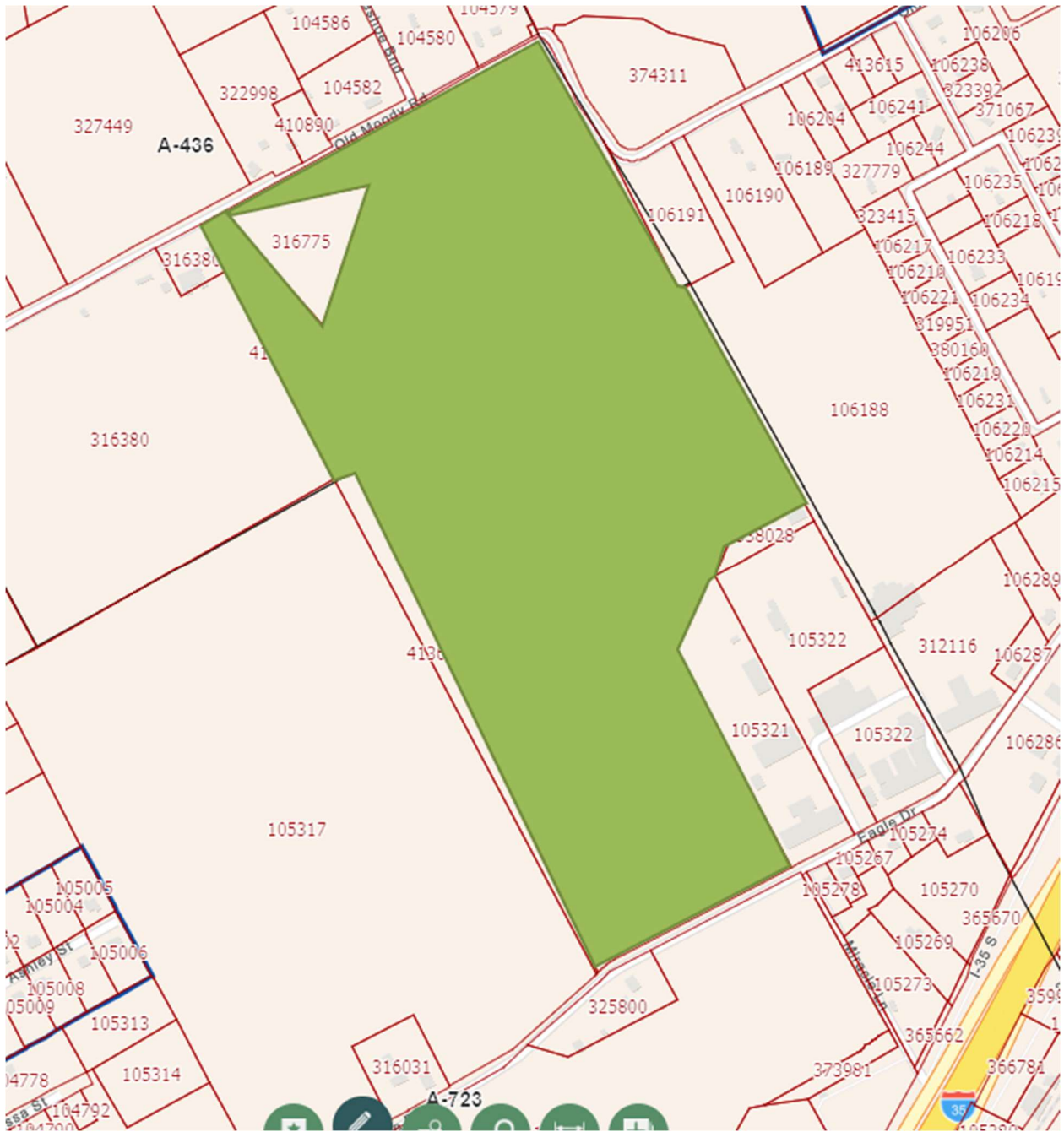
At regular meeting October 12, 2023.

Linda Owens, Mayor

ATTEST:

Pam Combs, City Secretary

Exhibit "A"
Property Map





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

NOTICE TO BE SENT TO PROPERTY OWNERS WITHIN 200 FEET OF
PROPOSAL FOR REZONING

NOTICE OF PUBLIC HEARING

September 5, 2023

Re: Rezoning

The Bruceville-Eddy City Council will hold a public hearing on October 12, 2023 at 6:00 pm, in the City Council Chambers, Bruceville-Eddy City Hall, 144 Wilcox Drive, Eddy, Texas. This is for considering rezoning from SF-1 to SF-3. This would be on property described below and located as follows:

Property ID# 105320
901 Eagle Dr., Prewitt Levi, 72.08 acres
Property ID# 104548
Old Moody Rd, Henry W P, 44.6789 acres

This Public hearing is open to any interested persons. Opinions, objections, and/or comments relative to this matter only, may be expressed in writing or in person. You may also be represented by another person, neighbor, or attorney.

The enclosed map shows the location of the property listed above.

City of Bruceville-Eddy Council

Pam Combs, City Secretary

Mailed Notice List

Douglas Murrey
P. O. Box 417
Eddy, Texas 76524

Willard Murrey
2134 LCR 124
Mount Clam, Texas 76673-3610

Phyllis Fisk
Karen Wortham
P. O. Box 1028
Cameron, Texas 76520

Bruceville-Eddy ISD
1 Eagle Dr.
Eddy, Texas 76524

Vivian Williams
P O Box 547
Eddy, Texas 76524

American Tower Lp
P. O. Box 723597
Atlanta, GA 31139-0597

David & Susan Wiley
1528 Old Moody Rd
Eddy, Texas 76524

David Christopher Wiley
1526 Old Moody Rd
Eddy, Texas 76524

Carol L Edwards
1442 Old Moody Rd
Eddy, Texas 76524

Colton Lynn
2021 Franklin Ave
Waco, Texas 76701-1630

Kenneth Ashcraft
1344 Old Moody Rd
Eddy, Texas 76524

Brenda Cashion
P. O. Box 1487
Bruceville, Texas 76630

Ramon & Wendi Martinez
3625 W Potter Dr
Glendale, AZ 85308

Adolph Lopez
1004 Eagle Dr
Eddy, Texas 76524

Robert & Polly Gibson
960 Old Moody Rd
Eddy, Texas 76524

Waco Tribune-Herald
PO Box 2588
(254) 757-5757

I, Stefan Edward Pla, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Waco Tribune-Herald, a publication that is a "legal newspaper" as that phrase is defined for the city of Waco, for the County of McLennan, in the state of Texas, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:
Sep. 21, 2023

Notice ID: uZgFVv3y2dsVtElv1m2D
Publisher ID: 45679
Notice Name: Fowler property

PUBLICATION FEE: \$123.53

Stefan Pla

Agent

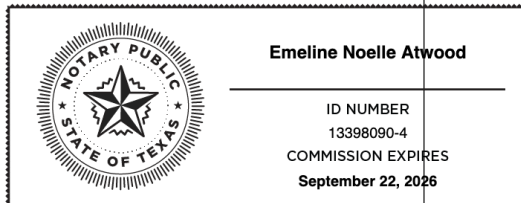
VERIFICATION

State of Colorado
County of Denver

Signed or attested before me on this: 09/21/2023

Emeline Atwood

Notary Public
Notarized online using audio-video communication



NOTICE OF PUBLIC HEARING
The Bruceville-Eddy City Council will hold a public hearing October 12, 2023 at 6:00pm in the Bruceville-Eddy City Hall, 144 Wilcox Dr., Eddy, Texas for the purpose of considering and adopting zoning changes from SF-1 to SF-3 Property described and located as follows:

Property ID# 105320
901 Eagle Dr., Prewitt Levi,
72.08 acres
Property ID# 104548
Old Moody Rd, Henry W P,
44.6789 acres

The Public hearing is open to any interested persons. Opinions, objections, and/or comments related to this matter may only be expressed in writing, via e-mail, or in person. Another person or attorney may also represent you.

McLENNAN CENTRAL APPRAISAL DISTRICT

2024 BOARD OF DIRECTORS TAXING UNIT VOTING PROCEDURES

McLennan CAD Taxing Units:

It is again time to deliver the voting entitlements, for eligible taxing units, to nominate candidates for the five (5) positions serving on the McLennan Central Appraisal District Board of Directors.

Due to Senate Bill 2 of the second special session this will be a one-year term. Afterwards, the board of directors will be appointed to staggered four-year terms. Additionally, the board will grow to nine (9) positions consisting of the five (5) entity appointed members, the tax assessor-collector, and three (3) elected during the May general election.

Each taxing unit is entitled to nominate, via resolution adopted by its governing body (sample enclosed), one (1) candidate for **each** of the five (5) open positions of the board of directors. The presiding officer of the governing body of each taxing unit shall submit the name and address of the unit's nominee(s) to the chief appraiser **before October 15th**. **Before October 30th**, the chief appraiser shall prepare a ballot, listing the candidates, and shall deliver a copy of said ballot to the presiding officer of each taxing unit that is entitled to vote.

Each governing body shall determine its vote, via resolution, and submit it to the chief appraiser **before December 15th**. Entities that are entitled to cast at least 5% of the total votes must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body (Midway ISD, Waco ISD, McLennan County, MCC, City of Waco). Your voting entitlement may be cast for one candidate or it may be distributed amongst any number of candidates the governing body would like to choose. The chief appraiser shall count the votes, declare the five (5) newly elected board members, who received the largest, cumulative total votes and submit those results, **before December 31st**, to each governing body.

Please mark these important dates on your calendar for the governance of the McLennan Central Appraisal District:

- **Before October 15th**: Each governing body will submit their choice of nominee names and addresses, via resolution, to the chief appraiser.
- **Before October 30th**: The chief appraiser will prepare and deliver a ballot to the presiding officer of each taxing unit.
- **Before December 15th or within 3 days of the 2nd meeting following receipt of ballot:** Each governing body will vote, via resolution, and return the ballot to the chief appraiser.
- **Before December 31st**: The chief appraiser will send the election results to each governing body, as well as to the candidates.

There is a very small window of time in which to consider this issue. Please remember to include these procedures and dates on the agenda of your next scheduled meeting, in order to plan how your taxing unit would like to prepare for and act on this matter. Your vote is extremely important in order to ensure the continued dedicated leadership of this board.

The voting entitlement has been determined from the preceding year (2022) supplemented tax levy.

Respectfully submitted,

Joe Don Bobbitt, RPA
Chief Appraiser

McLENNAN CENTRAL APPRAISAL DISTRICT

MCLENNAN CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS ELIGIBILITY

Eligibility:

To be eligible to serve, a person must have resided in the appraisal district for at least two (2) years immediately preceding the date of taking office. The person may not be an employee of a taxing entity served by the appraisal district, but may be an elected official or a member of the governing body. A person may not be appointed if related within the second degree of consanguinity (blood) or affinity (marriage) to either an appraiser who appraises property for use in the appraisal district's appraisal review board proceedings or a tax representative who represents taxpayers for compensation before the appraisal district's appraisal review board. Owing delinquent taxes for more than 60 days after the date the person knew or should have known of the delinquency, disqualifies a person from serving on the CAD board of directors.

Term:

All directors, other than the county tax assessor collector, will serve a one (1) year term, beginning on January 1st of 2024. Due to SB2 the 2024 term will be one year and then we will transition to staggered four (4) year terms.

Meetings:

Meetings at a minimum are held at least once a calendar quarter, at the convenience of the majority of the board. Currently meetings are planned for 9am on the second Thursday of each odd numbered month.

Compensation:

Directors may not receive a salary, per diem, or other compensation. The appraisal district may reimburse for reasonable and necessary expenses incurred in the performance of a director's duties, if included in the appraisal district budget.

General Statement of Functions:

The board of directors has the following primary responsibilities:

- Establish the appraisal district's appraisal office;
- Adopt the appraisal district's annual operating budget;
- Contract for necessary services;
- Hire a chief appraiser;
- Hire a taxpayer liaison officer;
- Appoint members to the Appraisal Review Board; and
- Make general policy on the appraisal district's operation.

The board's authority over appraisals is limited. The board does not appraise property or review values on individual properties. The board has no authority to officially review ARB decisions. The board does have some authority over appraisals through its duties to contract, budget, and settle litigation.

TAXING UNIT: City of Bruceville-Eddy

Resolution No. 10-12-2023-1

**RESOLUTION OF CANDIDATE NOMINATIONS FOR THE McLENNAN COUNTY
APPRAISAL DISTRICT BOARD OF DIRECTORS FOR THE YEAR 2024**

WHEREAS, Section 6.03 (g) of the Texas Property Tax Code, requires that each taxing unit entitled to vote may nominate by Resolution one candidate for each of the five positions to be filled and submit those nominations to the Chief Appraiser of the McLennan Central Appraisal District *before* October 15, 2023.

THEREFORE, the City of Bruceville-Eddy submits the following nomination(s) for Board of Directors of the McLennan Central Appraisal District for 2024:

1. _____
2. _____
3. _____
4. _____
5. _____

ACTION TAKEN this _____ day of _____, 2023, in _____ Session of the governing body of the above-mentioned taxing unit; as authorized under Section 6.03 of the Texas Property Tax Code, for the purpose of nominating candidates to the Board of Directors of the McLennan Central Appraisal District.

ATTEST:

**MCLENNAN COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS
ALLOWABLE VOTES BY ENTITY**

TAXING UNIT	Preceding YR Tax Levy 2022	PERCENT OF TOTAL LEVY	CALCULATED 2024 TERM VOTES
SCHOOL DISTRICTS			
AXTELL ISD	1,975,208.59	0.363180%	18
BOSQUEVILLE ISD	3,119,706.41	0.573618%	29
BRUCEVILLE-EDDY ISD	2,494,471.01	0.458656%	23
CHINA SPRING ISD	16,076,487.74	2.955971%	148
CONNALLY ISD	11,173,487.10	2.054460%	103
CRAWFORD ISD	3,525,821.27	0.648290%	32
GHOLSON ISD	768,384.94	0.141282%	7
HALLSBURG ISD	1,172,763.53	0.215635%	11
LA VEGA ISD	14,252,199.95	2.620541%	131
LORENA ISD	9,476,472.59	1.742432%	87
MART ISD	1,598,656.06	0.293944%	15
McGREGOR ISD	6,722,080.87	1.235984%	62
MIDWAY ISD	82,456,438.95	15.161202%	758
MOODY ISD	2,378,807.47	0.437389%	22
OGLESBY ISD	8,949.04	0.001645%	0
RIESEL ISD	5,082,609.73	0.934536%	47
ROBINSON ISD	12,015,671.53	2.209312%	110
VALLEY MILLS ISD	1,087,402.02	0.199940%	10
WACO ISD	103,321,188.69	18.997587%	950
WEST ISD	7,860,111.17	1.445233%	72
COUNTY			
McLENNAN COUNTY	89,442,490.77	16.445722%	822
McLENNAN COMMUNITY COLLEGE	34,746,939.79	6.388893%	319
CITY			
BELLMEAD, CITY OF	2,021,120.55	0.371622%	19
BEVERLY HILLS, CITY OF	675,264.58	0.124160%	6
BRUCEVILLE-EDDY, CITY OF	390,445.28	0.071791%	4
CRAWFORD, CITY OF	426,399.22	0.078402%	4
GHOLSON, CITY OF	35,324.74	0.006495%	0
GOLINDA, CITY OF	25,038.40	0.004604%	0
HALLSBURG, CITY OF	21,085.94	0.003877%	0
HEWITT, CITY OF	6,932,322.22	1.274641%	64
LACY-LAKEVIEW, CITY OF	1,508,925.48	0.277445%	14
LEROY, CITY OF	25,858.68	0.004755%	0
LORENA, CITY OF	902,190.56	0.165885%	8
MART, CITY OF	589,947.69	0.108473%	5
McGREGOR, CITY OF	3,266,198.91	0.600553%	30
MOODY, CITY OF	420,780.96	0.077369%	4
RIESEL, CITY OF	246,705.00	0.045361%	2
ROBINSON, CITY OF	5,954,461.12	1.094842%	55
VALLEY MILLS, CITY OF	10,674.79	0.001963%	0
WACO, CITY OF	101,604,918.03	18.682018%	934
WEST, CITY OF	1,412,741.45	0.259760%	13
WOODWAY, CITY OF	6,638,037.24	1.220531%	61
TOTAL	543,864,790	100%	5,000

RESOLUTION NO. 10-12-2023-2

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:
Address:

- B. Seat No. 2
Name:
Address:

- 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 Exhibit "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
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(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
Bylaws

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) An item shall be placed on the agenda at the request of any director, for any meeting, by delivering the same in writing to the President/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



Asset Management Program for Small Systems (AMPSS)

The Asset Management Program for Small Systems (AMPSS) is a funding opportunity offered by the TWDB to assist small water and wastewater systems by creating a comprehensive plan for managing the systems in a financially and technically sustainable manner. Systems participating in the program will choose a pre-qualified contractor to work with and develop an asset management plan and other related tools to serve as a planning basis for the short-, medium-, and long-term needs of the system.

Eligible Applicants

- Water or wastewater systems that
 - serve 5,000 service connections or less and are eligible for funding through the Clean Water State Revolving Fund or Drinking Water State Revolving Fund; or
 - serve 10,000 people or less, are not located within the boundaries or extra-territorial jurisdiction of any municipality with a population over 10,000 people, and are eligible for funding through the Clean Water State Revolving Fund or Drinking Water State Revolving Fund.

Benefits and Terms

- Up to \$100,000 worth of data collection, system analysis, and planning activities
- The final products of the program include the following:
 - Asset management plan
 - System operations and maintenance manual
 - Compliance manuals
 - Training for system management and staff
 - Installation of all tools that were developed on the system's computers
 - Presentation to system management and governing bodies

Program Requirements

- There is no financial match required by the system
- A minimum of 80 hours must be contributed to the project by system staff
- A contract will be executed between the contractor and the TWDB, while a memorandum of understanding will be executed between the participating system and the TWDB

For more information on the program, including how vendors and systems can participate, please visit www.twdb.texas.gov/financial/programs/AMPSS. Further questions about the program can be sent to AMPSS@twdb.texas.gov.

Please submit your application via email by completing this form and sending to AMPSS@twdb.texas.gov.

Additional information about AMPSS can be found online at www.twdb.texas.gov/financial/programs/ampss/

Questions about this application and/or the AMPSS program can be sent to AMPSS@twdb.texas.gov.

By submitting this application, you understand and confirm that the information provided is true and correct to the best of your knowledge and further understand that the failure to submit a complete application by the stated deadlines, or to respond in a timely manner to additional requests for information, may result in the withdrawal of the application without review.

If you applying for both your drinking water and wastewater systems, a separate application is needed for each system.

Section 1. APPLICANT INFORMATION

Name of System	System County

System Information			
TCEQ RN			System Ownership Type
TCEQ CN		Local Gov	State/Federal Gov
Water or Wastewater?	Water	Wastewater	Water Supply Corporation
PWS ID or Wastewater ID	Other (please describe)		
PUC CCN #			

Section 2. SYSTEM DETAILS

Current Number of Connections Served	Current Population Served	
Number of Connections Served in 2020	Population Served in 2020	
Has an inventory of your assets been completed in the past 5 years?	YES	NO
Did this drinking water or wastewater apply to be an AMPSS participant in 2022?	YES	NO
Has your city's/organization's water or wastewater system been a participant in AMPSS previously?	YES	NO
Has this facility received any TCEQ violations within the past 36 months?	YES	NO
If yes, please list violations: <i>Please submit supporting documentation of your violation history when you submit this application.</i>		
What is the Annual Median Household Income (AMHI) for your service area? <i>Please use the 2021 ACS 5-Year estimates available from the U.S. Census Bureau.</i>		
Does the system serve only rural areas, as defined in Section 15.001 of the Texas Water Code (rural political subdivision)?	YES	NO

NOTES

1. ACS 5-Year Estimates for AMHI can be obtained from the U.S. Census Bureau's Explore Census Data website: <https://data.census.gov/cedsci/advanced>.
2. The definition of "rural political subdivision" in Section 15.001 of the Texas Water Code can be found at: <https://statutes.capitol.texas.gov/Docs/WA/htm/WA.15.htm>

Section 3. CONTACT INFORMATION

One of the primary goals of AMPSS is to help small water and wastewater systems achieve long-term sustainability and make managerial/operational decisions that utilize the resources of the system as efficiently as possible. Because of this, TWDB requests participation in AMPSS from the system's operations staff, management/administration, and governing body. Below, please identify representatives from each of these areas and list their contact information. If a representative from any of these areas is not available, an explanation in the Comments section is required.

Utility Department Representative Contact Information

Contact Person	
Title	
Mailing Address	
Phone Number	
Mobile Number	
Email Address	

Examples: Utility/public works superintendent, operator

Primary Contact for the AMPSS Project

Select this box if this is the person who should serve as the primary contact for communications between the system and the TWDB.

Administrative Representative Contact Information

Contact Person	
Title	
Mailing Address	
Phone Number	
Mobile Number	
Email Address	

Examples: General manager, city manager, city administrator

Primary Contact for the AMPSS Project

Select this box if this is the person who should serve as the primary contact for communications between the system and the TWDB.

Governing Body Representative Contact Information

Contact Person	
Title	
Mailing Address	
Phone Number	
Mobile Number	
Email Address	

Examples: Board member, council member, mayor

Primary Contact for the AMPSS Project

Select this box if this is the person who should serve as the primary contact for communications between the system and the TWDB.

Comments:

**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

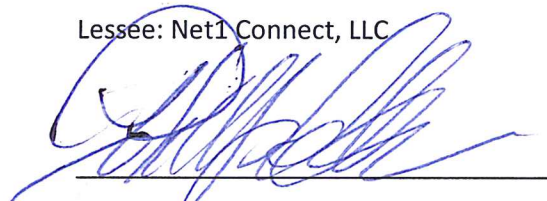
federal, state or local licenses and permits required for or substantially required by Net1's use of the Facility.

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

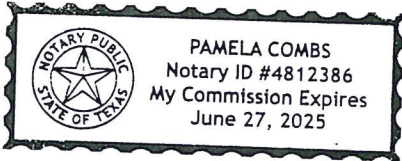
Linda Owens, Mayor

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

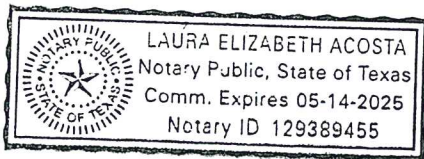
Notary Public's Signature

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

Agenda Item #13

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 if 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: _____