



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
November 15, 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
- f) Mayoral Proclamation

2. Community Announcements

3. Citizen Presentations

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

4. Canvassing of General Election

Council to hear the reading of the official election results as certified by McLennan County Elections Department and approved by the McLennan County Commissioners Court.

Council to discuss, consider, and possibly take action to officially canvas the results of the November 7th, 2023 general election for the 2023-2025 terms of one (1) Mayoral seat, two (2) Council seats, and the called elections for two (2) ballot propositions.

5. Swearing in of Newly Elected Council Members

New elected Mayor and Councilmembers will be sworn in into their respective offices.

6. Police Chief's Report – Chief Michael Dorsey

7. Public Works Director's Report – Gene Sprouse

8. Engineering Reports

9. Community Development Report – Thomas Arnold

10. City Administrator's Report – Kent Manton



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11. Consent Agenda

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

A. Approval of Minutes

Council to discuss, consider, and possibly take action to approve the minutes from the October 26, 2023 Regular City Council Meeting.

B. Write-Off Bad Debt

Council to discuss, consider, and possibly take action to write off bad debt for specific utility accounts.

C. Renewal of Agreement for Professional Services – Wendy Milliman

Council to discuss, consider, and possibly take action to approve the City Administrator to enter into a one-year renewal agreement with Mrs. Wendy Milliman; for the purposes of providing cleaning services to City Hall.

12. Selection of Mayor Pro Tempore

Council to discuss, consider, and possibly take action to select a Mayor Pro Tempore for 2023-2024. The Mayor Pro Tempore, commonly known as the Mayor Pro Tem, presides over Council Meetings in the Mayor's absence.

13. Agreement for Interlocal Cooperation

Council to discuss, consider, and possibly take action to approve the Mayor, City Administrator, and Chief of Police to enter into an interlocal cooperation agreement with the City of Troy for the purpose of providing mutual aid through their law enforcement agencies.

14. Police Chief's Annual Evaluation

Council to discuss, consider, and possibly take action on setting up a date & time to meet with the Chief to present, and discuss distributed performance evaluations.

15. Bruceville-Eddy EDC - Resolution Appointing Director

Council to discuss, consider, and possibly take action on resolution 11-15-2023-1; appointing a Director to the Bruceville-Eddy Economic Development Corporation; amending the Certificate of Formation of the corporation by the addition of said appointee.

16. Office Personnel Salary Adjustments

Council to discuss, consider, and possibly take action to temporarily adjust the pay rates of certain office personnel to provide compensation for increased work responsibilities.

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

Council to discuss, consider, and possibly take action to address electrical and mechanical issues at the Friendly Oaks Water Plant site and the Westridge Water Plant site that has resulted in their inoperability, including the approval of any needed repairs and related expenditures.



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18. Cast Ballots for Candidates to the Falls County Appraisal District Board of Directors

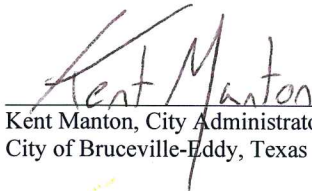
Council to discuss, consider, and possibly take action on resolution 11-15-2023-2, voting on candidates to the Falls County Appraisal District Board of Directors.

19. 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 11th day of November, 2023 at 7:00 am, and remained so posted, continuously, for at least 72 hours proceeding the scheduled time of said Meeting.



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

11/11/2023
Date: _____





Police Department

143 Wilcox Dr.
Eddy, TX 76524

www.bruceville-eddy.us

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

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

Calls for Service: Total 118

890 Dorsey	894 Martinez	895 Erwin	896 Hesterberg	898 Basey
27	30	30	28	3

Arrest, Offense, Incident Reports: Total 16

890 Dorsey	894 Martinez	895 Erwin	896 Hesterberg	898 Basey
5	1	6	4	0

Crash Reports: Total 9

890 Dorsey	894 Martinez	895 Erwin	896 Hesterberg	898 Basey
3	1	3	2	0

Citations & Warnings: Total 188

890 Dorsey	894 Martinez	895 Erwin	896 Hesterberg	898 Basey
9 citations 1 warning	39 citations 34 warnings	14 citations 45 warnings	6 citation 38 warnings	0 citations 2 warnings

Citations Total: 68

Warnings Total: 120



Police Department

143 Wilcox Dr.
Eddy, TX 76524

www.bruceville-eddy.us

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

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

Security Checks: 151
School Zone Enforcement: 32
Neighborhood Patrol: 68
Directed Traffic Enforcement: 60

Call Type Report

BRUCEVILLE-EDDY POLICE DEPARTMENT

From: OCT 1 2023
To: OCT 31 2023

Call Type Description	Number of Calls
ABANDONED VEHICLE	2
AGENCY ASSIST - CPS	1
AGENCY ASSIST BRUCEVILLE-EDDY FIRE	1
AGENCY ASSIST BRUCEVILLE-EDDY PD	2
AGENCY ASSIST LORENA PD	7
AGENCY ASSIST MCLENNAN COUNTY SHERIFFS OFFICE	1
AGENCY ASSIST MOODY PD	1
AGENCY ASSIST OTHER OUTSIDE AGENCY	6
AGENCY ASSIST TROY PD	3
ANIMAL VIOLATION	6
ASSAULT	1
ASSIST BEPD OFFICER	2
CHECK	1
CHILD ABUSE	1
COURTESY RIDE	2
CREDIT CARD ABUSE	1
CRIMINAL TRESPASS	2
DEATH INVESTIGATION	1
DISABLED VEHICLE	1
DISTURBANCE	5
DOG AT LARGE - VIOLATION OF CITY ORDINANCE	2
FOLLOW UP INVESTIGATION	6
LOOSE LIVESTOCK - VIOLATION OF CITY ORDINANCE	2
MISSING PERSON	1
MOTOR VEHICLE COLLISION	11
MOTORIST ASSIST	4
PUBLIC SERVICE	1
SHOTS FIRED	1
STRANDED MOTORIST	1
SUICIDAL SUBJECT	1
SUSPICIOUS CIRCUMSTANCE	1

SUSPICIOUS VEHICLE	10
TERRORISTIC THREATS	1
THEFT	2
TRAFFIC CONTROL	5
TRAFFIC HAZARD	13
UNAUTHORIZED USE OF M/VEH	1
WARRANT SERVICE	2
WELFARE CONCERN	5

Speeding (exceed Prima Facie limit at time and place for that type vehicle)
Failed to Maintain Financial Responsibility
No Drivers License (when unlicensed)

INTERSTATE HIGHWAY 35 MILE MARKER 319 FRONTAGE RD
W 3RD ST AT SB IH 35 FRONTAGE ROAD
W 3RD ST AT SB IH 35 FRONTAGE ROAD

Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)	INTERSTATE HIGHWAY 35 FRONTAGE ROAD MM 318
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)	INTERSTATE HIGHWAY 35 FRONTAGE ROAD MM 318
No License Plate Light (Verbal Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 316
No License Plate Light (Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 316
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 316 FRONTAGE ROA
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 316 FRONTAGE ROA
No License Plate Light (Verbal Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 316 FRONTAGE ROA
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 317 FRONTAGE ROA
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 318
Defective Tail Lamp(s) (Verbal Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 318
Wrong, Altered, or Obscured License Plate (Verbal Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 318
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 318
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 318
Wrong, Altered, or Obscured License Plate (Verbal Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 318
Expired Registration (Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 318
No Drivers License (when unlicensed) (Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 318
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 318
Defective Tail Lamp(s) (Verbal Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 318
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 318
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 318
Expired Registration (Verbal Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 318
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 318
Failed to Maintain Financial Responsibility (Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 318
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 318 FRONTAGE ROA
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 318 FRONTAGE ROA
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 318 FRONTAGE ROA
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 318 FRONTAGE ROA
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 318 FRONTAGE ROA
No Flag on Projecting Load (to rear or side; specify)-Daytime (Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 318 FRONTAGE ROA
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 318 FRONTAGE ROA
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 318 FRONTAGE ROA
Defective Tail Lamp(s) (Verbal Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 319
Defective Head Lamp(s) (Verbal Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 319
Defective Tail Lamp(s) (Verbal Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 319
Defective Tail Lamp(s) (Verbal Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 319
No License Plate Light (Verbal Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 319
Wrong, Altered, or Obscured License Plate (Verbal Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 319
Defective Tail Lamp(s) (Verbal Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 319
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 319
Operate Vehicle Without License Plate (or with one plate) (Verbal Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 319
Defective Tail Lamp(s) (Verbal Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 319
Expired Registration (Verbal Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 319
Defective Tail Lamp(s) (Verbal Warning)	INTERSTATE HIGHWAY 35 MM 317
Wrong, Altered, or Obscured License Plate (Verbal Warning)	INTERSTATE HIGHWAY 35 MM 317
Expired Registration (Verbal Warning)	INTERSTATE HIGHWAY 35 MM 317
Wrong, Altered, or Obscured License Plate (Verbal Warning)	INTERSTATE HIGHWAY 35 MM 317
Defective Tail Lamp(s) (Verbal Warning)	INTERSTATE HIGHWAY 35 MM 319
Defective Tail Lamp(s) (Verbal Warning)	INTERSTATE HIGHWAY 35 MM 319
Defective Tail Lamp(s) (Verbal Warning)	INTERSTATE HIGHWAY 35 MM 319
Defective Tail Lamp(s) (Verbal Warning)	INTERSTATE HIGHWAY 35 MM 319
Defective Tail Lamp(s) (Verbal Warning)	INTERSTATE HIGHWAY MM 317
Disregard Stop Sign (Verbal Warning)	W 3RD / SB IH 35 SERVICE ROAD
Disregard Stop Sign (Verbal Warning)	W 3RD / SB IH 35 SERVICE ROAD
No License Plate Light (Verbal Warning)	W 3RD ST AT MARKET ST
Operate Vehicle Without License Plate (or with one plate) (Verbal Warning)	W 3RD ST AT NB IH 35 FRONTAGE ROAD
Disregard Stop Sign (Verbal Warning)	W 3RD ST AT SB IH 35 FRONTAGE ROAD
Disregard Stop Sign (Verbal Warning)	W 3RD ST AT SB IH 35 FRONTAGE ROAD
Operate Vehicle Without License Plate (or with one plate) (Verbal Warning)	W 3RD ST AT SB IH 35 FRONTAGE ROAD
Defective Tail Lamp(s) (Verbal Warning)	W THIRD ST & SB IH 35 SERVICE RD



Bruceville-Eddy ISD School Resource Officer

143 Wilcox Dr.
Eddy, TX 76524

www.bruceville-eddy.us

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

SCHOOL RESOURCE OFFICER ACTIVITY REPORT: October 1, 2023 – October 31, 2023

Calls for Service: 12

Security Checks: 93

Citations & Warnings: 4

Arrests: 5

K-9 Check: 1

BEISD SRO Monthly Activity Report:

Admin Assist	12
Staff Assist	11
Student Assist	16
Agency Assist	1
Citizen Contact	9
Calls for Service	12
Incident Report	4
Criminal Activity/Offense	5
Suspicious Activity/Person/Circumstances	5
Traffic Complaint	3
Traffic Stops	
Warnings	
Citations	4
Juvenile Complaint	
Adult Arrest	
Juvenile Arrest	5
Warrant Arrest	1
Parent Conference	5
Welfare Check	1
Classes Given	
Total:	94

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

JOB CODE	TOTAL COMPLETED	TOTAL OUTSTANDING	TOTAL NEW	TOTAL PENDING	TOTAL VOID
VALVE - CUT OFF VALVE	4	0	0	0	0
OCC - OCCUPANT CHANGE	7	0	0	0	0
SWAP - METER CHANGE	7	0	0	0	0
LEAK - FIXED LEAK	9	0	0	0	0
CHECK - CHECK FOR LEAK	8	0	0	0	0
PUL - PULL METER	3	0	0	0	0
MISC - MISCELLANEOUS	3	0	0	0	0
STREE - STREETS	3	2	0	0	0
LOCA - LINE LOCATE	4	0	0	0	2
REIN - REINSTATE	22	0	0	0	0
DIS - DISCONNECT	6	0	0	0	3
GRAPH - GRAPH	11	1	0	0	0
TURN - TURN OFF WATER	1	0	0	0	0
TRASH - TRASH CANS	4	0	0	0	0
CLEAN - CLEAN UP	1	1	0	0	0
CON - CONNECT	1	0	0	0	0
TUR - TURN ON WATER	1	0	0	0	0
NON - NON-PAYMENT TURN OFF	32	0	0	0	73
INSTA - INSTALL NEW METER	1	0	0	0	0
TOTAL ALL CODES	128	4	0	0	78

10/2023	USAGE	METERS	USAGE BREAKDOWN	ACCOUNTS	AVERAGE
PUMPED	24,941,000		0-0	217	0
FLUSHED	435,250		1-9,999,999,999	1,807	13,356
USED	24,135,667	2,024	TOTAL	2,024	11,924
UNBILLED	0	0			
LOSS	370,083				
LOSS PERCENTAGE	1.48 %				

1 MONTH TOTALS			
TOTAL PUMPED	24,941,000	AVERAGE PUMPED	24,941,000
TOTAL SOLD	24,135,667	AVERAGE SOLD	24,135,667
TOTAL FLUSHED	435,250	AVERAGE FLUSHED	435,250
TOTAL LOSS	370,083	AVERAGE LOSS	370,083
LOSS PERCENTAGE	1.48 %	AVERAGE LOSS PERCENTAGE	1.48 %
TOTAL UNBILLED	0	AVERAGE UNBILLED	0

Definitions|

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

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

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

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

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	12 MONTH TOTALS		
TOTAL PUMPED	325,568,000	AVERAGE PUMPED	27,130,667
TOTAL SOLD	175,747,929	AVERAGE SOLD	14,645,661
TOTAL FLUSHED	62,403,150	AVERAGE FLUSHED	5,200,263
TOTAL LOSS	87,416,921	AVERAGE LOSS	7,284,743
LOSS PERCENTAGE	26.85 %	AVERAGE LOSS PERCENTAGE	26.85 %
TOTAL UNBILLED	0	AVERAGE UNBILLED	0

Definitions |

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

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

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

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

12-5-22	Ausborn	JG/KL/RS	
12-5-22	Spruce	JG/KL/RS	
12-5-22	Evergreen	JG/KL/RS	
12-5-22	Hungry Hill	JG/KL/RS	
12-29-22	Crescent Creek	JG/CS/RS	
12-29-22	Benton	JG/CS/RS	
12/29/22	Soules Cr	JG/CS/RS	
12/29/22	Anna Hobbs	JG/CS/RS	
12/29/22	Ashley	JG/CS/RS	
12/29/22	Melissa	JG/CS/RS	
		February-23	
2/17/23	Franklin	GS/JG/KL/RS	
2/17/23	Hungry Hill	JG/KL/RS	
2/17/23	Gurley	JG/KL/RS	
2/17/23	Archie	JG/KL/RS	
2/17/23	Mesquite	JG/KL/RS	
2/22/23	Eagle	CS/KL/RS	
2/22/23	Spruce	CS/KL/RS	
2/22/23	1st Street	CS/KL/RS	
2/22/23	Benton	CS/RS/KL	
2/22/23	Aspen	CS/RS/KL	
2/22/23	Evergreen	CS/RS/KL	
2/22/23	Shady Shore	CS/RS/KL	
2/22/23	Soules Cr	CS/KL/RS	
		March 2023	
3-7-23	Franklin	CS/RS/GS	
3-7-23	Pine	CS/RS/GS	
3-8-23	Horshoebend	CS/JG/RS	
3-8-23	Soules Circle	JG/CS/RS	
		May 2023	
5-26-23	Hungry Hill	GS/CS/KL/RS	
5/26/23	Old Moody	CS/RS	
5/26/23	N Old Bruceville	GS/KL/CS/RS	
5/26/23	Benton	JG/CS/GS/KL	
5/26/23	Horseshoe Bend	CS/RS	
5/26/23	Washington	JG/KL	
5/26/23	Franklin	JG/KL	
5/26/23	Eagle	CS/RS	
5/26/23	Soules Cr	CS/RS	

			August 2023
8-11-23	Eagle Dr	GS/JG/CS/KL/RS	
8/14/23	Franklin	CS/KL/RS	
TREE TRIMMING			August 2023
8/1/23			
8/1/23			
8/3/23			
8/3/23			
	PATCH		October 2023
	10/2	Franklin	JG/GS/KL
	10/2	Eagle	JG/GS/KL
	10/2	Border	JG/GS/KL
	10/2	Ashley	JG/GS/KL
	10/2	Melissa	JG/GS/KL

November 8, 2023

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

RE: CITY OF BRUCEVILLE-EDDY Monthly Engineering Status Report

Mr. Kent Manton,

MRB Group is pleased to provide to the City the following Items in regards to the Monthly Engineering Report. This report includes Engineering Tasks from September 24 through November 8, 2023.

DEVELOPMENT REVIEW

1. Rajan Plaza / Ascent Travel Center –MRB received a revised set of construction documents in mid-October from RSK. RSK is the developer's designated Engineer. The Engineering review for this set of documents was completed October 27, 2023. MRB developed an extensive list of comments. MRB and RSK met Friday November 03, via online meeting to discuss latest comments. RSK agreed to address remaining comments and we expect a revised set of drawings within the next few weeks.

2. Eagle Ranch –MRB completed the 3rd submittal the week of November 6. The last comment remaining to resolve is sizing of the proposed stormwater detention facilities. The final comments for the detention calculations were conveyed to Engineer via phone conference. The Engineer responded that a revised detention basin and outlet structure design will be included in the final construction plans. We anticipate final plans for full approval the week of November 13.

WATER METER FEASIBILITY

MRB provided meter feasibility studies for (6) residential meters. The analysis results for these meters varied between approval to approval pending connection to a specific existing water main.

GENERAL DISCUSSION ITEMS

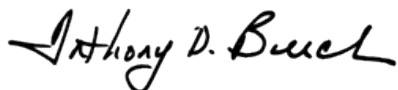
1. Water System Improvements for Falls County portion of CCN: The proposed Phase 1 distribution improvements were presented to council on October 12, 2023. MRB shall submit the DRAFT Engineering Proposal for Phase 1 to staff at the Infrastructure Committee meeting on November 09, 2023. We believe the design timeline for this project is 3 months for Engineering and an undetermined schedule for the acquisition of easements. The overall construction schedule for this project is estimated to be 8 months.

2. New Water Well: A MRB proposal to prepare a Hydro-Geology study was approved by council in October of 2023. MRB elected to hire a subconsultant (LRE Water Resources) to perform these Services. LRE has begun the study of each of the proposed (3) well sites and will ultimately recommend best location in regards to groundwater availability and to minimize well drawdown. We anticipate the well study to be completed in December 2023.

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

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

Sincerely,



Anthony Beach, PE, CFM
Project Manager
abeach@mrbgroup.com



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

Prepared on 11-8-2023

1. USDA Rural Development – New Wastewater System:

Bid advertisement will be published in Waco Tribune Herald on November 21, 2023 and November 28, 2023

Plans, specifications, and bid documents will be listed and available on Civcast (www.civcastusa.com) for public viewing and downloading at no charge beginning November 21, 2023. (Civcast USA is a virtual plan room that allows users to view, download, and print documents for bidding projects.)

Open Bids for five separate contracts for the New Wastewater System on Tuesday, December 19, 2023 - 11:00 a.m., at the Bruceville-Eddy ISD – Special Events Center.

Five contracts include:

- 1. New Wastewater Treatment Plant**
- 2. New Wastewater Collection System**
- 3. New Lift Stations**
- 4. Street Repair**
- 5. Customer Sewer Lines**

2. TCEQ Discharge Permit Renewal:

The City is currently waiting on the final public comment period to end for their intent to obtain a permit.



COMMUNITY DEVELOPMENT

OCTOBER 2023 REPORT

CODE ENFORCEMENT CASES

- ❖ 67 ACTIVE AT START OF MONTH
- ❖ 12 CLOSED
- ❖ 13 NEW
- ❖ 68 CURRENTLY ACTIVE
- ❖ 11 OFFICE VISITS
- ❖ 8 VERBAL NOTICE/ DOOR HANGER

0 CITATIONS

NUMBER AND TYPES OF CASES CLOSED

- 3 RUBBISH
- 8 HIGH GRASS AND WEEDS
- 1 NO PERMIT

NUMBER AND TYPES OF CASES OPENED

- 5 RUBBISH
- 6 HIGH GRASS AND WEEDS
- 2 NO PERMIT

NUMBER OF PERMITS ISSUED AND TYPE

- ❖ 13 PERMITS
 - 1 ACCESSORY BUILDING
 - 2 GARAGE SALE
 - 1 MECHANICAL HVAC
 - 2 FLATWORK
 - 1 ROOF
 - 1 NEW SFR
 - 4 BURN
 - 1 ELECTRICAL

INSPECTIONS

- ❖ TOTAL 10
 - 1 ELECTRICAL

- 4 BURN
- 1 ROOF
- 1 ACCESSORY BUILDING
- 1 HVAC
- 2 FLATWORK



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City Administrators Report: 11/15/2023

City Attorney update

Nicole Warren, our municipal prosecutor and associate City Attorney has left MFM for other opportunities. Megan Brua has been brought in to serve in conjunction with Brad Bullock and will begin transitioning into the role as our new municipal prosecutor over the coming months.

Chapter 54 Case

The sale of the property involved with the Chapter 54 Case is still pending. A private investigator has been hired to track down a deed signer for the manufactured home before the sale can be finalized.

Elections Update

The November 7th general and special elections have since come and gone. With this, we say thank you to the service of former Mayor, long term Councilman, and current Mayor Pro Tem Connally Bass and welcome to newly elected Councilmember Joyce McGlothlin.

At this election the voters of Bruceville-Eddy also approved both the EDC and the Streets Maintenance sales and use taxes.

TML Small Cities Advisory Council

The City of Bruceville-Eddy falls within Region 9 of the Texas Municipal League. Currently there is a vacancy for one member to serve on the Small Cities Advisory Council.

If you are interested in serving in this capacity, please see the link below for the Council's current makeup. Contact Jacqueline Redin at jredin@tml.org or 512-231-7400 if you would like to be considered for a SCAC position.

[Small Cities Advisory Council | Texas Municipal League, TX \(tml.org\)](https://www.tml.org)

Rene Bates Auction Update

The auction of surplus goods kicked off last week and is scheduled to close out on December 7th, 2023. A few of the items have already received bids! Checkout the progress here:
https://renebates.com/a_main_2.php?id=59

I have begun preparing for the public auction of 115 Hungry Hill Road which has been owned by the city and has remained vacant since 2015. The title search has come back clean, and the next step will be ordering a survey of the property. There are several additional steps outlined in State law when it comes to the sale of real property by municipalities. Our City Attorney is advising on this sale and is currently working on drafting the proper documentation.



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Grants Updates

We have not heard any additional information regarding our application for CDBG funding from Texas Department of Agriculture for the waterline project between 3rd and 4th street.

TXDOT recently released their list of selected projects for the Transportation Alternatives grant and the City of Bruceville-Eddy was not among the finalists this go round. As a reminder, this project was for the proposed sidewalk installation between downtown Eddy and the school campus.

Sewer System

On 9/29/2023, we received the draft discharge permit renewal from the TCEQ. Approval was granted from Tabor and Associates on 10/4/2023 and on 10/16/2023 we received a combined notice of receipt of application and intent to obtain water quality permit from TCEQ.

We have since finished the publishing requirements for the renewal of this water quality permit and have provided all publishing verifications to TCEQ for review.

On 11/6/2023 I had a conversation with Jeff from BVRT regarding their proposal for wastewater treatment services. At this time, and after a great deal of due diligence, BVRT does not believe that they are in a position to install a WWTP that would be both financially solvent for their investors and at a reasonable price for our end of the line customers.

BVRT is still considering and researching different financing structures to make this project a reality, but in the meanwhile, we will continue full steam with our current course with full USDA funding. Once bids are announced, we will also be in touch with Congressman Pete Sessions office to request the additional funding needed for the project through the appropriations process.

Approval for the bidding process has been granted and advertisements for these bids is slated to launch on November 13th and will run until bid opening.

Speaking of the bid opening, I want to personally thank BEISD Superintendent Mr. Richard Kilgore and the Board of Trustees for opening their Special Events Center to host the expected crowd this event will bring.



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Water System

Friendly Oaks

As of 10/31/2023, all information requested by SKE to begin working on the electrical review of this site have been provided. Don Minnis, our Electrical Engineer, is moving forward with his investigation and has stated he will ensure we are updated with the progress on a regular basis.

Jurgensen Pump completed the camera bore of the water well. No obstructions were observed; however the video feed did indicate that the pump screen is in need of a good cleaning. A quote for these services is forthcoming from the vendor.

Wallace Electric is still in the process of installing the voltmeter at the site. They have been busy responding to several emergencies in other communities. We continue to follow up with them until the work is complete!

Westridge

On 10/9/2023 the well was reset at the Westridge site except for a connection to the power grid. We were planning on getting a proposal for electrical upgrades to this site, but we will move our priorities back to Friendly Oaks due to the pumping capacity differences between these two sites.

Water Company of America

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

Violation Notice

On 10/17/2023 we received an initial notice letter from the Texas Railroad Commission alleging three violations to TAC 16 along with penalties stemming from an incident that occurred in July of 2022 where our Public Works crews accidentally stuck a gas line while repairing a broken water line that was caused by the gas line's contractor. We have been in conversation with the agency on this issue and since this was our first violation they offered a training course in lieu of penalties.

The course has been completed and documentation submitted. The docket has since been dismissed.



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Unauthorized Water Connections

Staff have initiated investigations and enforcement on five (5) separately identified unauthorized connections to our water system as of September based on guidance from our City Attorney's office.

The goal of this enforcement is straightforward, to ensure compliance with the Texas Administrative Code and TCEQ's established guidelines in order to properly protect the health and safety of our existing water customers.

A few of the residents have requested reconsideration from our City Attorney's office due to their personal and extenuating circumstances. To date, each reconsideration request has been denied because the city cannot grant consent for an action that is inconsistent with State law and therefore does not have the authority to subjugate.

We are working to overcome some of the issues that these residents are facing and are continuing to hold conversations on alternative solutions. It should be noted that in some cases, there are few, if any options as most of these illegal water connections are in areas that are maxed out on the number of connections allowed per line size or due to other infrastructure limitations such as pumping and storage capacity. One unauthorized connection is even located in the area where Council has decreed a water meter moratorium.

I'm happy to provide additional information on this matter by request.

Committee Updates

Infrastructure Planning Committee

As of writing this, the IPC is set to meet the afternoon of 11/9/2023 to discuss the following items: improvement recommendations and designs for waterline upgrades in Falls County, electrical issues with Friendly Oaks water plant, and the 4/8/2024 total solar eclipse.

Street Repair Committee

The initial street repair committee meeting has been scheduled for the morning of 11/13/2023. Members were provided with a preliminary report of priority listed streets for initial consideration.



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The goal of the committees' is to be able to present some solid recommendations to Council on how to proceed with some of our larger projects. We will hopefully have some of these to you within the next couple of months.

Development

Commercial Activity

Mrs. Heaven's Childcare is in the process of upgrading the electrical components inside their building. They are also working a list of tasks in order to obtain further licensing and registration with the Texas Department of State who is responsible for the oversight of childcare facilities.

WBW (Fowler Land):

No additional updates to provide at this time

KBAR - Eagle Ranch:

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

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

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

On 9/12/2023, we received returned comments and revisions from the developer and forwarded these to MRB Group for further review.

On 9/27/2023 MRB completed their second review of the preliminary plat based off the additional information that was provided from Kbar. The comments address drainage considerations at length. Comments were forwarded to the developer promptly for resolution. Kbar reached out on 10/15/2023 with some questions regarding our new 'pass thru' fee ordinance and how billing was working to which we have replied. At this time, their engineering team is in contact with MRB Group getting specific questions addressed.



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10/30/2023 saw the provision of the revised preliminary plat addressing outstanding deficiencies and comments from MRB Group. All information was pushed to MRB Group for further review as of 10/31/2023.

On 11/7/2023 Lee Lingenfelter with MRB Group reached out to me to let me know that almost all comments on the preliminary plat have been resolved and he expects to get a final review sheet over to us shortly.

We are however still awaiting the submission of the owner's probable deed restrictions before scheduling a date for Council's consideration of the preliminary plat.

BE Travel Center (Ascent):

Plans for this project were once again reviewed by our engineering firm and unfortunately, they are still lacking significant information and have failed to address previously provided comments.

I held a joint phone call with the RSK Engineering team on 10/31/2023 over several concerns they had about the most recent review. Unfortunately, the bulk of the questions were related to engineering so I had to defer to them MRB Group. I highly recommended that they look at setting up an in person meeting with MRB Group to finish hashing out their questions and concerns and mitigate any future issues and/or miscommunications.

They plan on requesting a remote meeting with MRB Group in the coming weeks. The developer will be charged for the time they engage with MRB Group through our pass thru fee ordinance. The developer is currently up to date on all invoicing.

CEFCO:

CEFCO and BEISD are now beginning the process of working out a joint access agreement for the use of Miracle Lane. The initial draft of this agreement is being prepared to be included on the Board's December agenda.

FM Land Holdings

No additional updates to provide at this time.



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RV Park – Hodge Road

No additional updates to provide at this time.

RV Park – Bruce Street

The property owner of 100 Bruce Street reached out over the past couple of weeks to inquire about the necessary steps for the creation of an RV Park. The property is currently zoned for single-family dwellings and would need to be rezoned to general business before this type of business activity can take place. I provided the resident with the necessary documentation and instructions to submit a rezoning request.

Deer Creek MUD

No additional updates to provide at this time.



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**Regular City Council Meeting
October 26, 2023, 6:00 p.m.
Minutes**

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

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

Absent: Connally Bass-Mayor Pro-tem

Staff Present: Kent Manton-City Administrator, Pam Combs-City Secretary, Danielle McGruer-Court Clerk, Gene Sprouse-Public Work Director, Thomas Arnold-Code Enforcement, and Chief Dorsey. Also, Tony Beach, MRB-city engineer

2. Community Announcements

November 23, 2023 Council Meeting has been cancelled and a Special Called Council Meeting has been scheduled for November 15, 2023, 6:00 pm.

Trunk or Treat: Mrs. Haven's Childcare Center, 310 W. 3rd St, 6-8:00 pm and B-E United Methodist Church, 6:30; Haunted Houses: Coffee Shop on 3rd St starts at 4:00pm and also one at Linda Owens on W 3rd St

3. Citizen Presentations

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

4. McLennan CAD - Resolution Approving Building Renovations

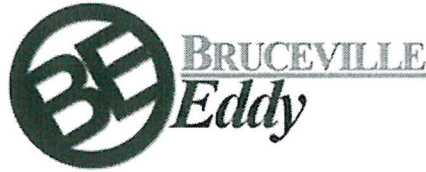
Council to discuss, consider, and possibly take action on resolution 10-26-2023-1; approving the renovation, construction, and financing of an addition to the McLennan Central Appraisal Office. Jim Halbert

Motion made by Ricky Wiggins to approve resolution 10-26-2023-1 approving the renovation, construction, and financing of an addition to the McLennan Central Appraisal Office. 2nd by Richard Prater, yeas 4, nay 0, absent 1 motion passes.

Regular City Council Meeting adjourned and Public Hearing in session at 6.21 pm

5. Public Hearing – Conditional Use Permit Application for 316 Market Street

Council to hear public comments pertaining to a requested conditional use permit for a modular home to be installed at 316 Market Street Eddy, Texas 76524, Mrs. Clark's Addition, a property currently zoned for single family residential dwellings.



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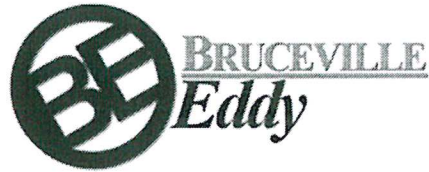
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The public hearing is open to any interested persons with opinions, objections, and/or comments related to this matter. Comments related to this matter may only be expressed via mail, e-mail or, by appearing in person. Another person or attorney may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

6. **Close Public Hearing – Conditional Use Permit Application for 316 Market Street Public Hearing adjourned and Regular City Council meeting in session at 6:24 pm**
7. **Conditional Use Permit (Modular Home) – 316 Market Street**
Council to discuss, consider, and possibly take action on a request by Augustine Landess and Valerie Landess for a conditional use permit for a modular home to be installed at 316 Market Street, Mrs. Clark’s Addition, a property currently zoned for single family residential dwellings.
Motion made by Richard Prater to approve a conditional use permit for a modular home to be installed at 316 Market Street 2nd by Cecil Griffin, yeas 4, nay 0, absent 1, motion passes.
8. **Friendly Oaks and Westridge Water Plants – Repairs to Groundwater Wells**
Council to discuss, consider, and possibly take action to address electrical and mechanical issues at the Friendly Oaks Water Plant site and the Westridge Water Plant site that has resulted in their inoperability, including the approval of any needed repairs and related expenditures.
Motion made by Ricky Wiggins we authorize the city administrator to approve the updated quote from Jerguson Pump in the amount \$5000.00 for the pulling of the pump and motor for evaluation and camera inspection of the well casing, furthermore approve the city administrator to enter into a proposal with SKE engineering for an electrically system evaluation with an hourly rate not to exceed in the amount of \$10,000.00 for the Friendly Oaks well site.2nd by Graham McGruer, yeas 4, nay 0, absent 1, motion passes
9. **B-EVFRD Fire Chief’s End of Year Report - Ron Engelke**
10. **Police Chief’s Report – Chief Michael Dorsey**
Police Department Report for September 2023: Calls for Service: Total 132; Arrest, Offense, Incident Reports: Total 13; Crash Reports: Total 6; Citations and Warnings: Total 114
Citations Total: 49 and Warnings Total: 65
Police Department Activity Report for September 2023
Security Checks: 167; School Zone Enforcement: 46; Neighborhood Patrol: 34; Directed Traffic Enforcement: 62
SRO Report for September 2023: Calls for Service: 2; Security Checks: 120; Citations & Warnings: 1
Citations/ 18 Warnings; Arrests: 0; K-9 Check: 1
11. **Public Works Director’s Report – Gene Sprouse**
Fixed 24 leaks
12. **Engineering Reports**
See Item “A” attached
13. **Community Development Report – Thomas Arnold**
September 2023 Report: 55 Active, 13 closed, 25 new, total 67 currently active cases.



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14. City Administrator's Report – Kent Manton **City Administrators Report: 10/26/2023**

Animal Control Services

Mayor Owens and our Animal Control Officer will be offering no cost microchipping of pets starting in the month of November. Microchipping is required by our ordinances, but unfortunately most stray animals found in the Bruceville-Eddy area do not have them. This makes the task of reunification with owners almost impossible.

This service will be offered by appointment only.

Audit for FY 2022-2023

We have touched base with BGFN regarding the audit and preparation of the financial statements for FY 2022-2023. Adam Haberer plans on starting his review the week of November the 6th and will begin by gathering initial documents from us. Just a heads up, Council will likely receive a questionnaire in the mail from our auditing firm sometime during the month of November with a that will need to be returned.

2024 Total Solar Eclipse

Mayor Owens, Chief Dorsey and I attended a joint planning meeting for the April 8th, 2024 total solar eclipse at the Waco-McLennan County Emergency Operations Center on the 18th of October. This initial meeting really drove home the need to begin some basic planning for the event here at the local level. Estimates based on similar events indicate a mass influx of tourists to the area that could potentially increase our population fivefold for the weekend leading up to the event.

I will be roping this topic into our infrastructure planning committee conversations. I will also be reaching out to the Assistant Emergency Management Coordinator to see if he can present on this topic at one of our upcoming meetings.

Municipal Court

On September 25th, 2023 the City of Bruceville-Eddy was awarded a certification of appreciation from the Texas Municipal Courts Education Center for efforts over the past year to bolster safe driving practices. Kudos to Esther and Danielle for their work initiating public outreach activities towards improving traffic safety in our city.

Our Court Clerk, Danielle McGruer, has submitted her resignation with a last day of 10/27/2023. Danielle has been a very productive and engaging member of the Bruceville-Eddy team. As an active citizen of Bruceville-Eddy, we know our paths will continue to cross regularly, but please make it a point to wish her well in her new endeavors!



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Sewer System

On 9/29/2023 we received a follow-up response from Terri Chenoweth from our 9/21/2023 meeting that gave Tabor and Associates further direction on how to proceed with remaining sewer design conflicts based off advice from USDA State Engineering Office.

Chris Hill and Pam Combs worked through a good deal of the remaining issues and had some good back and forth discussions. I also assisted in the review of the list and sent over our comments with just a handful that needed to be resolved on the ninth.

On 10/17/2023 The Mayor, Pam, and I attended a remote meeting with both Johnny and Chris where we finalized all but a couple of the connections that would be included in the final sewer design. Tabor and Associates are now working to finalize plans and will be visiting a couple of properties to verify some facts needed for the design.

At this meeting we also inquired about Union Pacific railroad boring permits. We have been informed that Union Pacific has been made aware that this project is funded by USDA Rural Development and the funds have yet to be distributed. Extension agreements for these have been provided by Tabor and Associates and are included on this month's consent agenda for approval.

On 9/29/2023, we also received the draft discharge permit renewal from the TCEQ. Approval was granted from Tabor and Associates on 10/4/2023 and on 10/16/2023 we received a combined notice of receipt of application and intent to obtain water quality permit from TCEQ. I have forwarded this information over to Tabor and Associates for further evaluation and they have given me the go ahead to proceed with the next public notice step in this process.

On a separate note, Jeff with BVRT reached out approximately two weeks ago with some questions on our rate structure and mentioned some of the different options they are considering moving forward with in their agreement proposal. I provided them with documentation and direction and requested a video conference to discuss further.

IMPORTANT UPDATE: On 10/18/2023 we had a phone call with Tabor and Associates to discuss proposed dates for bidding of the sewer project. I also spoke with Terri Chenoweth at USDA, and they will be finalizing our approval to go out to bid within the coming days. She stated that all our previously submitted documentation was good to go. We are shooting for a date of December 19th, 2023 to open the sealed bids, with advertising kicking off in November via a statewide bidding announcement system.



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Water System

Friendly Oaks

Trey Taylor, the Operations Manager for MRB Gorup swung by on 9/22/2023 to inspect the work. He noted that the test wells had not been installed. I reached back out to Wallace Electric and they promptly made the installations. Photos of the work were sent to MRB Group for signoff. The invoice has now been paid.

Unfortunately, this well went back down again on 10/13/2023 due to what appears to be the same unbalanced electrical issues we have been experiencing since December of 2022. The well has only been back in operation since August. Both HOT CO-OP and Wallace Electric were called to the scene on this same date to diagnosis the issue. Wallace is prioritizing the voltage meter for the site, and is scheduled to install on 10/20/2023 to assist us in our data collection of fluctuations at the site.

I discussed this issue with MRB Group this week and they will be passing off their contract electrical engineer so we can set up a date to dig into the issue. Here is what we will be asking for to start off with:

- What is causing these failures?
- What specifically caused the failure this go round?
 - Equipment undersized, failure of equipment, failure to properly install electrical upgrades, staff training issue, not enough protection installed, etc.?
- Recommendations along with a full report to Council on what needs to be done to correct this issue and protect all our equipment going forward.

We are scheduled to meet with Kanetzky Engineering at 9 a.m. on Tuesday the 24th.

I have requested MRB's attendance at the 10/26/2023 meeting to better help explain the issues we are facing along with the path forward.

On the same thread, we were informed that the City of Woodway also lost a well on 10/18/2023 due to similar electrical issues. They are planning on engaging with an electrical engineer as well.

Alliance Electric is still working on installing the Sensaphone. They will holdoff for the time being as we work to diagnosis the electrical issues on-site.

Westridge

On 10/9/2023 the well was reset at the Westridge site except for a connection to the power grid. We were planning on getting a proposal for electrical upgrades to this site, but will move our priorities back to Friendly Oaks due to the pumping capacity differences between these two sites.



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Water Company of America

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

Violation Notice

On 10/17/2023 we received an initial notice letter from the Texas Railroad Commission alleging three violations to TAC 16 along with penalties stemming from a gas line incident that occurred in July of 2022. We are in conversation with the agency on this issue. More information forthcoming.

New Water Well Feasibility Study

MRB is currently working on the well feasibility project authorized by City Council at the last regular meeting.

Ron Perrin Tank Cleaning

On 10/9/2023 crews from Ron Perrin performed the Council approved tank cleaning at Bethany Pump Station.

Quote for Painting Water Tower

We received the first quote on an exterior paint job of Westridge EST. The vendor also recommended an interior refurbish. The cost of this project goes well over our established budget for the year, and if we are focusing our efforts currently on upgrades in Falls County, this will be something we want to bring into discussions as we plan for FY 2024-2025.

Committee Updates

Infrastructure Planning Committee

A meeting is currently being planned for the first part of November.

MCAD Update

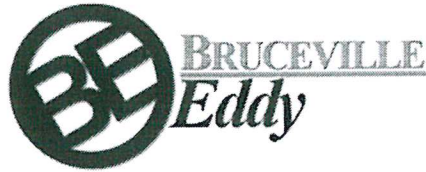
At our last Council meeting Mr. Daren Weaver was nominated to serve on the McLennan Central Appraisal District Board of Directors. After further inquiry, it was determined that Mr. Weaver resides in Falls County and is ineligible to serve on the MCAD Board.

Development

Commercial Activity

No additional updates to provide at this time on the new day care or new tenant for the now vacant Kissing Tree Winery location.

WBW (Fowler Land):



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Ian and I touched base this past week on their project. He and his team are going to be discussing their options to move forward internally and will get back with us at a later date.

KBAR - Eagle Ranch:

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

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

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

On 9/12/2023, we received returned comments and revisions from the developer and forwarded these to MRB Group for further review.

On 9/27/2023 MRB completed their second review of the preliminary plat based off the additional information that was provided from Kbar. The comments address drainage considerations at length. Comments were forwarded to the developer promptly for resolution. Kbar reached out on 10/15/2023 with some questions regarding our new 'pass thru' fee ordinance and how billing was working to which we have replied. At this time, their engineering team is in contact with MRB Group getting specific questions addressed.

We are still awaiting the submission of the probable deed restrictions for review.

BE Travel Center (Ascent):

RSK Engineering submitted revised construction plans for Ascent Travel Center on 10/4/2023. After a brief touch base with the firm, plans were subsequently submitted to MRB Group for review.

Plans are still being reviewed as of this update.

CEFCO:

CEFCO and BEISD are now beginning the process of working out a joint access agreement for the use of Miracle Lane.

FM Land Holdings

I provided an update with some of the basic information from the water model earlier this month. They are looking forward to continued discussions in the future.

RV Park – Hodge Road

No additional updates to provide at this time.

Deer Creek MUD

No additional updates to provide at this time.



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Eddy, Texas 76524

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15. Consent Agenda

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

A. Approval of Minutes

Council to discuss, consider, and possibly take action to approve the minutes from the September 28, 2023 Regular City Council Meeting and October 12, 2023 Special Called City Council Meeting.

B. Finances – September 2023

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

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

C. Approval of Amendments to the Fiscal Year 2022-2023 Annual Budget

Council to discuss, consider, and possibly take action to approve amendments to the FY 2023-2024 annual budget.

D. Acceptance of the 2023 Certified Tax Rolls

Council to discuss, consider, and possibly take action to accept the 2023 certified tax rolls as approved by the McLennan and Falls County Appraisal Districts.

E. Donation Acceptance

Council to discuss, consider, and possibly take action to approve the acceptance of a \$10.00 donation to the City of Bruceville-Eddy general fund by Mr. Colton Smith.

F. Agreement Extensions

Council to discuss, consider, and possibly take action to approve the City Administrator to enter into extension agreements with Union Pacific Railroad Company for five railroad crossings for sanitary sewage conveyance pipelines commencing October 18, 2023 and continuing through October 18, 2024 in a total amount of \$2,500.

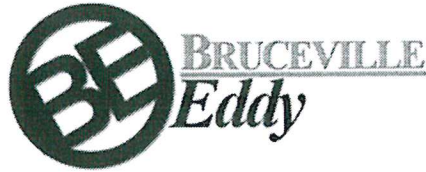
Remove Items B(i)(ii), C, and E for more discussion.

Motion made by Graham McGruer to approve Items A, D, and F on the consent agenda, 2nd by Richard Prater, yeas 4, nay 0, absent 1, motion passes

Items Pulled from Consent Agenda for discussion

B. Finances – September 2023

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



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

Motion made by Ricky Wiggins approve the September 2023 financial reports for the general, water, and sewer fund accounts and also the accounts payable for the general, water, and sewer fund accounts for September 2023 with the understanding going forward with any withdrawals of a large sum of money from one of our reserve accounts that we have a notation on it and on the year end statement we have a total amount withdrawn from our reserve accounts, 2nd by Graham McGruer, yeas 4, nay 0, absent 1, motion passes.

C. Approval of Amendments to the Fiscal Year 2022-2023 Annual Budget

Council to discuss, consider, and possibly take action to approve amendments to the FY 2023-2024 annual budget. **Motion by Graham McGruer I move we approve the amendments to FY 2022-2023 with the corrections, 2nd by Ricky Wiggins, yeas 4, nay 0, absent 1, motion passes.**

E. Donation Acceptance

Council to discuss, consider, and possibly take action to approve the acceptance of a \$10.00 donation to the City of Bruceville-Eddy general fund by Mr. Colton Smith.

Motion made by Richard Prater that we decline the donation, 2nd by Cecil Griffin, yeas 3, nay 1, absent 1, motion passes

16. Resolution Recognizing Municipal Court Week

Council to discuss, consider, and possibly take action on resolution 10-26-2023-2; recognizing the importance of municipal courts, the rule of law, and the fair and impartial administration of justice.

Motion made by Ricky Wiggins I approve resolution 10-26-2023-2; recognizing the importance of municipal courts, the rule of law, and the fair and impartial administration of justice, 2nd by Cecil Griffin, yeas 4, nay 0, absent 1, motion passes.

17. Bruceville-Eddy EDC - Resolution Appointing Initial Board of Directors

Council to discuss, consider, and possibly take action on resolution 10-26-2023-3; appointing the initial Board of Directors to the Bruceville-Eddy Economic Development Corporation; amending the Certificate of Formation of the corporation by the addition of those same appointees.

Motion made by Richard Prater to approve resolution 10-26-2023-3; appointing the initial Board of Directors to the Bruceville-Eddy Economic Development Corporation; amending the Certificate of Formation of the corporation by the addition of those same appointees, 2nd by Cecil Griffin, yeas 4, nay 0, absent 1, motion passes.

Board of Directors to the Bruceville-Eddy EDC:

Seat 1-James Tolbert, Seat 2-Colton Smith, Seat 3-C. W. Whorton, Seat 4-Anthony Duty, Seat 5-Patsy Duty, Seat 6-Kent Manton, Seat 7 will be picked at the next council meeting

Meeting adjourned for a break at: 8:30 pm, meeting back into session at 8:34 pm



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18. 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.

Motion made by Richard Prater to take action on the establishment of an ad-hoc Street Repair Steering Committee for a period not to exceed six months of service. 2nd by Graham McGruer, yeas 4, nay 0, absent 1, motion passes. Names appointed to the Street Repair Committee: Mayor Linda Owens, Council member: Ricky Wiggins and Richard Prater, Kent Manton-City Administrator, Gene Sprouse-Public Works Director, Esther Moreno-Finance Director, Colton Smith, Daren Weaver, and Ruby "Gayle" Pyle.

19. Equipment Purchase – Vacuum Excavation Trailer Unit

At the recommendation of the Budget Committee, Council to discuss, consider, and possibly take action to approve the City Administrator to purchase a vacuum excavation trailer unit, including freight and initial setup fees, from Vermeer in an amount not to exceed \$75,000.00 using monies in the FY 2023-2024 budget, primarily budget line-item number 50-00-6608 of the Water Fund.

Motion made by Richard Prater to approve the City Administrator to purchase a vacuum excavation trailer unit, including freight and initial setup fees, from Vermeer in an amount not to exceed \$75,000.00 using monies in the FY 2023-2024 budget, primarily budget line-item number 50-00-6608 of the Water Fund. 2nd by Cecil Griffin, yeas 4, nay 0, absent 1, motion passes.

20. Discussion and Consideration of Ordinance Amendment – Animals Other Than Dogs and Cats

Council to discuss, consider, and possibly take action to provide staff with further direction on the amendment of the code of ordinances and/or policy changes relating to our animal control ordinance.

No action taken

21. Cast Ballots for Candidates to the McLennan Central Appraisal District Board of Directors

Council to discuss, consider, and possibly take action on resolution 10-26-2023-4; castings vote for candidates to the McLennan Central Appraisal District Board of Directors.

Motion made by Ricky Wiggins to approve resolution 10-26-2023-4; casting ballot for Jonathan Green, Jim Holmes, Dwain Moss, and Mildred Watkins. 2nd by Richard Prater yeas 4, nay 0, absent 1, motion passes.

22. Adjournment

Motion made by Richard Prater to adjourn the meeting at 9:10 pm, 2nd by Graham McGruer, yeas 4 nay 0, absent 1, motion passes

Linda Owens, Mayor

Date

Pam Combs, City Secretary

Date



October 19, 2023

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

RE: CITY OF BRUCEVILLE-EDDY Monthly Engineering Status Report

Mr. Kent Manton,

MRB Group is pleased to provide to the City the following Items in regards to the Monthly Engineering Report. This report includes Engineering Tasks from September 23 through October 19, 2023.

DEVELOPMENT REVIEW

1. Rajan Plaza / Ascent Travel Center –MRB has received re-submitted plan set from RSK. RSK is the developer's designated Engineer. We plan to complete the review of this submittal by October 27, 2023.

2. Eagle Ranch –MRB completed plat review the week of September 25. The Developer's Engineers has repeatable called and emailed MRB to discuss the proposed comments. MRB has responded to the applicant to re-submit plans based upon the latest round of comments and MRB will proceed with final review and comments.

WATER METER FEASIBILITY

MRB provided meter feasibility studies for (5) residential meters. All five of the meter request were approved, however one of the meter feasibilities had access to both a 2" and 8" distribution main. The feasibility for this meter included specific instructions to connect to the existing 8" main.

GENERAL DISCUSSION ITEMS

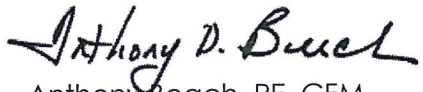
1. Water System Improvements for Falls County: The proposed Phase 1 distribution improvements were presented to council on October 12, 2023. The project shall construct a 6" water main or larger. The project is located on FM 1237 from County Road 440 north for approximately 10,650 LF. MRB is in the process of developing an Engineering Proposal for the Phase 1 improvements.

2. New Water Well: A MRB proposal to prepare a Hydro-Geology study was approved by council. MRB has contracted with LRE a hydrogeologist firm to study each of the proposed (3) well sites and recommend best location in regards to groundwater availability and to minimize well drawdown.

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

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

Sincerely,



Anthony Beach, PE, CFM
Project Manager
abeach@mrbgroup.com



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

Prepared on 10-19-2023

1. USDA Rural Development – New Wastewater System:

We have worked with the City to resolve the 72 sewer tap conflicts.

After discussing bid advertisement and bid dates with Kent, Pam, and Terri Chenoweth of USDA RD, we propose the following schedule for bidding the New Sewer System (5 projects):

Advertise for Bids in Waco Tribune Herald and Civcast: November 21, 2023 and November 28, 2023

Open Bids: Tuesday, December 19, 2023 - 11:00 a.m. (location will be determined by City of Bruceville-Eddy prior to advertisement).

We are now waiting on USDA RD determination if additional plan review is required and approval of bidding schedule.

2. TCEQ Discharge Permit Renewal:

The City received the draft TCEQ Discharge Permit renewal and the final notice (NORI) to publish in the newspaper.





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Sign in Sheet
Regular City Council Meeting
October 26, 2023, 6:00 pm

Name

Address

Cherie McGruer

915 Old Moody Rd

Colton Smith

215 Hungry Hill

Gindy Edmiston

Rich Edmiston

Jim Halbert

35 S. Le th waco, TX

Sayo McElwhine

604 Eagle Dr

Gus and Valerie Landless

316 Market St

Dale Rugh

239 Anna Hobbs Rd

Write-Off Accounts

11/6/2023

Write Off			
Acct #	Address	Amount	Reason
01-0028-01	216 HUNGRY HILL RD	349.31	Meter removed for non-payment
01-2939-01	1002 Eagle Dr	\$7.03	Error: Balance calculated incorrectly
02-0014-01	919 REMINGTON CIR	\$885.04	Meter removed for non-payment
02-2865-00	2045 Winchester Dr	\$498.97	Error: Disconnect request not processed
Total Write-Off		\$ 1,740.35	

VENDOR AGREEMENT – JANITORIAL SERVICES

This Agreement made this ____ day of _____, 20____, by and between the City of Bruceville-Eddy (City), located in Eddy, Texas and Wendy Milliman, located at 3825 Eddy-Gatesville Parkway Moody, Texas 76557 (Contracting Party).

City and Contracting Party agree as follows:

1. CONTRACT TERM: The initial term of this Agreement shall be for a period of one year, from February 1, 2024 to January 31, 2025. The parties may mutually agree in writing to extend the term of the Agreement.

City reserves the right to terminate the Agreement at any time, with or without cause, on ninety (90) days prior written notice to Contracting Party.

2. CONTRACT DOCUMENTS/WORK STATEMENTS: This Contract shall represent the entire agreement between the Parties and may not be altered or amended, except in writing, by both Parties, pending City Council approval.

3. CONTRACT FEE: In consideration for the mutual covenants contained herein, City shall pay Contracting Party for work satisfactorily performed as follows:

A 'full' cleaning of the common areas of City Hall; performed every other month for the amount of \$200.00.

A 'touch-up' cleaning of the restrooms and Council chambers every other month on the day prior to, or the day of the regularly scheduled City Council meeting (fourth Thursday of each month) in an amount of \$50.00.

Total compensation shall not exceed \$1,500 per agreement year.

Consumable cleaning supplies shall be furnished by the City of Bruceville-Eddy.

In order to receive payment, an electronic or handwritten invoice must be provided to the City of Bruceville-Eddy that describes services rendered with terms of net 30 days. Electronic invoices may be submitted to finance@bruceville-eddy.us.

Payment terms for amounts due from City under the Agreement (including due dates, late fees and interest) are governed by Chapter 2251 of the Texas Government Code.

4. CONFLICT OF INTEREST: Contracting Party assures that to the best of its knowledge there exists no conflict of interest or appearance of a conflict between Contracting Party's family, business or financial interest and the services provided under this Agreement. Should this situation change during the term of this Agreement, Contracting Party will advise City of such change.

5. INDEPENDENT CONTRACTOR: This Agreement shall not be construed to create a partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. The relationship of the Contracting Party to City is and shall continue to be that of an independent contractor, and no liability or benefits such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, arising out of or related to an employer/employee relationship, shall arise, or accrue to either

party or either party's agent, subcontractor or employee, as a result of this Agreement or its performance. No relationship, other than that of independent contractor, shall be implied between the parties or between either party and the other party's agent, employee, or subcontractor, and the Contracting Party hereby agrees to hold City harmless from any such claims by it or its associates, and any cost or expense related thereto.

6. DEFAULT: In the event of a failure by Contracting Party to satisfactorily perform the services specified herein and/or a default by Contracting Party in abiding by the other terms and conditions of this Agreement, City may terminate the Agreement on written notice to Contracting Party and Contracting Party shall be liable for all damages, costs, and expenses (including attorney fees) incurred by City related to this default.

7. ALTERNATIVE DISPUTE RESOLUTION: The dispute resolution process provided for in Chapter 154 of the Texas Civil Practice and Remedies Code may be used, by City and Contracting Party to attempt to resolve any claim for breach of contract made by Contracting Party, to the extent it is applicable to the Agreement and not preempted by other law.

Except as otherwise provided by law, nothing herein is a waiver by City or the State of Texas of the right to seek redress in a court of law.

8. ASSIGNMENT: The parties recognize that this contract is based upon the skill and expertise of the parties and therefore agree that the contract and the obligations thereunder may not be assigned or delegated without the written consent of the other party, except as expressly allowed by this contract.

9. COMPLIANCE WITH LAW: Contracting Party shall certify that he/she or it is in compliance with all applicable state and federal laws, including non-discrimination laws as it relates to the terms and conditions of the agreement.

10. NON-APPROPRIATIONS: Contracting Party understands that City is a governmental entity, and should the City Council fail to provide funding for any period during the term of this contract, City shall be excused for all liability for payment. City is required to give Contracting Party written notice within thirty (30) days after learning that the funds will not be available. Upon receiving written notice from City, this contract will automatically terminate.

11. NOTICES: Any notice given under this contract by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.

12. OFFICIALS NOT TO BENEFIT: No Mayor, Council-person, officer, director, employee, administrator and/or representative of City shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

13. GOVERNING LAW/VENUE/STATUTE OF LIMITATIONS: The validity of this Agreement and the interpretation of its terms and the applicable statute of limitations for any cause of action brought by or against City pursuant to the Agreement shall be governed by the laws of the State of Texas. Jurisdiction for any legal proceedings incident to this agreement shall lie in McLennan County, Texas.

14. FORCE MAJEURE: In the event of Force Majeure, City may terminate this agreement by written notice following such casualty and City shall not be responsible for any damages sustained by Contracting Party. Force Majeure shall mean fire, earthquake, flood, tornado, act of God, strikes or other labor disturbances, riots or civil commotion, litigation, terrorism, war or other acts of any foreign nation, power of government or government agency or authority, or any other cause like or unlike any cause above-mentioned which is beyond the control or authority of City.

15. SUBCONTRACTS: Any subcontracts and outside associates or consultants required by Contracting Party in connection with the services covered by this contract will be limited to such individuals or firms as identified herein: None [Mark One]. Contracting Party shall ensure that each subcontractor complies with all provisions of the Agreement. Contracting Party shall remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement.

16. TAX EXEMPTION: City and Contracting Party agree that City will not be required to pay any taxes for which it can demonstrate an exemption.

17. CONFIDENTIALITY: Subject to the Texas Public Information Act and any similar legal requirements, neither Party shall disclose any confidential information obtained from the other Party without such Party's prior written approval.

18. INTELLECTUAL PROPERTY: Contracting Party represents that it has all intellectual property rights necessary to enter into and perform its obligations under the Agreement and shall indemnify, defend and hold harmless the State of Texas and City against any action, claim, liability, loss or expense related to such intellectual property rights and representations. Contracting Party will pay any damages attributable to such claim that are awarded against the State of Texas and/or City in a judgment or settlement.

19. INDEMNIFICATION: CONTRACTING PARTY SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, DEMANDS, PROCEEDINGS, COSTS, AND LIABILITIES OF EVERY KIND, INCLUDING WITHOUT LIMITATION ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTING PARTY OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTING PARTY IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTING PARTY, OR ANY THIRD PARTY.

20. AUDIT; INDEPENDENT AUDITS; RIGHT TO AUDIT; RETENTION; SUPPORTING DOCUMENTS: The Contracting Party agrees and authorizes City and/or the City's Auditor (collectively, "Auditor") to conduct audits or investigations in connection with this Agreement. Contracting party agrees to cooperate with Auditors conducting such audits or Investigations and to provide all information and documents reasonably requested. Contracting Party will include this provision in all contracts with permitted subcontractors.

21. LIMITATIONS: The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.

22. SOVEREIGN IMMUNITY: Except as otherwise provided by Texas law, neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement is a waiver of sovereign immunity by City.

23. REPRESENTATIONS BY CONTRACTING PARTY: Contracting Party represents and warrants that it will obtain and maintain in effect, and pay the cost of all licenses, permits or certifications that may be necessary for Contracting Party's performance of this Agreement. If Contracting Party is a business entity, Contracting Party warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contracting Party.

24. ELIGIBILITY TO RECEIVE PAYMENT: Contracting Party certifies that, as a matter of State law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this representation is inaccurate.

25. PAYMENT OF DEBT/DELINQUENCY TO STATE: Contracting Party certifies that it is not indebted to the City of Bruceville-Eddy and is current on all taxes owed to the City of Bruceville-Eddy. Contracting Party agrees that any payments owing to Contracting Party under the Agreement may be applied directly toward any debt or delinquency that Contracting Party owes the City of Bruceville-Eddy regardless of when it arises, until such debt or delinquency is paid in full.

26. RISK OF LOSS: All work performed by Contracting Party pursuant to the Agreement will be at Contracting Party's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, such loss or damage will be Contracting Party's responsibility.

27. PUBLICITY: Contracting Party shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.

28. LEGAL CONSTRUCTION/SEVERABILITY: In the event that any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable. The Parties may mutually agree to

renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

29. NON-WAIVER: No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

30. ENTIRE AGREEMENT: This contract constitutes the entire contract and supersedes all prior or contemporaneous agreements, whether written or oral, between the parties. Verbal representations not contained herein shall not be binding on the parties unless acknowledged by them in writing.

31. AUTHORITY: The person signing below on behalf of City and Contracting Party warrants that he/she has the authority to execute this contract according to its terms.

32. AMENDMENT: This Agreement may be changed, amended, modified, extended or assigned only by mutual consent of the parties provided that consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect.

33. BINDING AGREEMENT: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, City and Contracting Party, by and through their duly authorized officers and Representatives, have executed this Agreement as of the date first above written.

CITY OF BRUCEVILLE-EDDY

CONTRACTING PARTY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (Agreement) is made and entered into by and between the City of Bruceville-Eddy and the City of Troy for the purpose of providing mutual aid where requested through their law enforcement agencies.

PREMISES

WHEREAS, Chapter 791 of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services; and

WHEREAS, Chapter 362 of the Texas Local Government Code, as amended, authorizes a county, municipality, or joint airport to enter into agreements for the performance of law enforcement assistance; and

WHEREAS, the parties hereto have commissioned police officers who operate as the Police Department of the respective cities; and

NOW THEREFORE, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

ARTICLE 1: RELATIONSHIP BETWEEN THE PARTIES

- 1.1 It is specifically agreed among the Parties to this Agreement that each party shall have no legal liability whatsoever for or with respect to any action or inaction of any other party, its employees, subcontractors; agents or assigns, or other party to this Agreement
- 1.2 Notwithstanding any provision to the contrary herein, this Agreement is a contract for the performance of governmental functions by governmental entities. The relationship of cooperating Cities, with respect to any service or function undertaken as a result of or pursuant to this Agreement, shall be that of independent contractors.
- 1.3 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship.
- 1.4 No City shall have liability for another City Police Department's use of that other City's property or facilities, or the actions of, or failure to act by, any employees, subcontractors, agents or assigns of said other City. The Cities covenant and agree that:
 - a. Each City shall be solely responsible, as between it and the other City, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by that City's Police Department or its agents, officers, employees, and subcontractors, while providing or delivering any service undertaken by that City pursuant to this Agreement.

b. Each City hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, reasonably expected to insure each such City and its agents, officers, and employees from any and against any claim, cause of action or liability arising out of or from the action, omission, or failure to act by that City or its agents, officers, employees, and subcontractors in the course of their duties.

1.5 Each party hereto reserves and does not waive any immunity or defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstance arising under the Agreement. The parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental or charitable immunity under the laws of the State of Texas on behalf of itself, its trustees, council members, officers, employees, and agents. Furthermore, nothing in this Agreement shall waive or limit the entitlement of an officer, serving any entity, to official or qualified immunity.

1.6 No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and no party hereto shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under, this Agreement except as specifically provided herein or by law. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

ARTICLE 2: MUTUAL AID & ASSISTANCE

2.1 The entity providing assistance is the responding agency.

2.2 The entity requesting assistance and receiving the assistance is the requesting agency.

2.3 Any agency may request the assistance of the party agency when technical or personnel limitations suggest that doing so would result in a beneficial response to the safety and security of the individuals served by the respective Departments. A request for mutual aid shall include a statement of the amount and type of personnel and/or equipment being requested, and the location to which such personnel and/or equipment are to be dispatched. The actual amount and type of personnel and/or equipment to be furnished shall be determined by the officer in charge of the responding agency. Any request to render assistance and aid shall be responded to as necessary to provide and make available the personnel and/or equipment requested. Provided, however that the responding agency may withhold or withdraw personnel and equipment to the extent necessary to provide reasonable police services within its own jurisdiction.

2.4 Personnel from the responding agency shall report to the officer in charge of the requesting agency at the location to which the equipment is dispatched. The Incident Command shall be with the chief law enforcement officer for the requesting agency. If the chief of the agency is unavailable, then the highest-ranking available officer of the requesting agency shall serve as the Incident Commander. If there is no law enforcement officer employed or available from the requesting agency, then Incident

Command shall be with the Responding Agency. The Incident Commander shall be a commissioned, full time peace officer. Non-law enforcement personnel shall not serve as the Incident Commander. The personnel of the responding agency shall remain under the supervision and direction of officers from the responding agency.

2.4.1 When a SWAT/Negotiations Unit responds to a call for assistance, the commander, or other supervisor, of the Unit shall be in control of the tactical operations performed by SWAT/Negotiations. The officers within the SWAT/Negotiations Unit shall respond to orders from the Section Commander or other supervisor of the SWAT/Negotiations Unit. The commander, or supervisor, of the Section shall make recommendations to the Incident Commander of the requesting agency and no tactical operations shall be initiated without the approval of the Incident Commander unless necessary to immediately preserve human life.

2.4.2 The requesting agency shall be responsible for and shall assume all responsibility for any and all liability claims for any and all damage allegedly occurring to any real or personal property owned by a third party as a result of actions by the a SWAT/Negotiations Unit, or other tactical personnel who relieve or assist such Section, provided that any such actions (i.e. actions taken by the SWAT/Negotiations Unit, or other tactical personnel who relieve or assist such Section that result in a liability claim for damage allegedly occurring to any real or personal property owned by a third party) are not in violation of any law, ordinance, or order/regulation of the Responding Party's Police Department.

Provided further, however, that nothing in this paragraph is intended to, nor shall it in any manner be construed to waive any immunity provided for or available to the requesting agency or create any third-party beneficiary rights for any person or entity.

2.5 This Agreement shall not be construed to cause personnel from the responding agency to undertake an assignment which the officer in charge of personnel from the responding agency considers to be unreasonably dangerous or to place the responding agency personnel at an unnecessary risk of injury or death.

2.6 If an on duty law enforcement officer of any law enforcement agency made a party to this Agreement personally observes a law enforcement officer of the other agency involved in an emergency situation where it is obvious that immediate assistance and/or backup is necessary and proper for the safety of the officer and/or other persons, such on-duty officer may provide such assistance as the officer is capable of rendering under the circumstances.

2.7 Status of Officer. While any law enforcement officer regularly employed as such by a party agency, is in the service of another party agency, that officer shall have all investigative and arrest authority of the law enforcement agency in the area covered by this agreement. Law enforcement officers operating in the requesting agency jurisdiction shall have all the powers of a regular law enforcement officer for that agency as fully as though that officer was within his own jurisdiction where he is regularly employed. That officer's qualifications for office where he is regularly employed shall constitute his qualifications for office in such other agency and no other oath, bond, or compensation need be made. Officers from the responding agency may operate, upon mutual agreement of the parties, under the supervision and direction of supervisory personnel from the requesting agency.

However, this shall not be so construed to cause an officer of either agency to be forced to obey commands, when the command from the officer of the other agency would place the officer under an unnecessary risk. Additionally, an officer retains the power and duty to cease to assist if, in that officer's professional opinion, the officer is being asked or required to perform any act in violation of any law, ordinance, or order/regulation of the officer's department.

- 2.8 Compensation. Any law enforcement officer who provides services pursuant to this agreement shall be entitled to the same wage, salary, pension, and all other compensation and all other rights for such service, including injury, death or disability benefits, the same as though the service had been rendered by the officer for the agency which regularly employs said officer. These shall be paid by the agency regularly employing the officer and the other agency shall have no responsibility or liability for any wages, salary, pension, or other benefits unless other compensation agreements exist between the parties covered in this agreement.
- 2.9 Other Expenses. All costs associated with: the use of any equipment; damage to equipment or clothing; replacement of lost, damaged, or destroyed equipment as a result of providing assistance pursuant to this agreement, shall be the responsibility of the agency owning such property.

ARTICLE 3: OPERATIONAL INITIATIVES

- 3.1 The Parties will create timely notification systems for criminal activity pursuant to Local, State, and Federal requirements.
- 3.2 The Parties agree to implement communication and information technology infrastructure to promote interoperability to coordinate operations to the extent permitted by law and available resources.
- 3.3 The Parties agree to share appropriate information to clarify jurisdictional boundaries and responsibility. Modifications will be shared as soon as possible after changes are in effect.
- 3.4 The Parties agree to share information about ongoing investigations as permissible in Local, State and Federal statutes.
- 3.5 The Parties agree to support outreach efforts by each agency for the prevention of criminal activity and education efforts regarding reporting requirements and victim's rights.
- 3.6 The Parties agree to coordinate efforts to provide appropriate resources to victims of crime in the jurisdictional areas covered by this agreement.

ARTICLE 4: TERMS OF AGREEMENT

- 4.1 The initial *term* of this Agreement shall be for a period of one (1) year beginning on the date each party joins the agreement.
- 4.2 Thereafter, this Agreement shall be renewed for successive one (1) year terms, unless either party provides notice of intention to terminate in accordance with section 4.3 below.
- 4.3 This Agreement may be terminated at any time by either party, with or without cause, by giving the other party a minimum of sixty (60) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.

ARTICLE 5: MISCELLANEOUS PROVISIONS

- 5.1 If any portion of this Agreement shall be deemed void or invalid, the remaining portions of the Agreement shall continue in full force and effect.
- 5.2 This Agreement represents the entire Agreement between the Parties, and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein. This Agreement may not be modified, altered, changed, or amended, except by written agreement of the Parties.
- 5.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall live in McLennan County, Texas unless otherwise mandated by law.
- 5.4 No Party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Parties.
- 5.5 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
- 5.6 By the execution and delivery of this Agreement, the undersigned individuals warrant that they have *been* duly authorized by their governing body in order to enter into and perform the terms of this Agreement.

SIGNATORY PAGE

CITY OF BRUCEVILLE-EDDY, TEXAS

CITY OF TROY, TEXAS

By: _____
Linda Owens, Mayor

By: Laurie Bailey, Mayor pro tem
~~Michael Morgan, Mayor - Pro Tem~~
Laurie Bailey

Date: _____

Date: 10-16-2023

By: _____
Kent Manton, City Administrator

By: Gary Smith
Gary Smith, City Administrator

Date: _____

Date: 10-17-2023

By: _____
Michael Dorsey, Chief of Police

By: Jeremy Gooch
Jeremy Gooch, Chief of Police

Date: _____

Date: 10-18-2023



CITY OF BRUCEVILLE-EDDY POLICE DEPARTMENT
CHIEF OF POLICE PERFORMANCE APPRAISAL
ANNUAL REPORT FORM

1. Type of Review	Annual	New <input checked="" type="checkbox"/>	Regular	Update
2. Review Period	2023	From	11/01/2022	To 11/01/2023
3. Employee Name	Michael Dorsey			
4. Employee Title	Chief of Police			
5. Department	Bruceville-Eddy Police Department			

DEFINITION OF RATINGS

- Superior:** Performance is consistently and significantly beyond established standards. Achieves performance objectives at a fully outstanding level and demonstrates exceptional skill levels.
- Exceeds Standards:** Performance is consistently above adequate skill levels. Achieves performance objectives, often beyond expectations.
- Satisfactory Performance:** Performance consistently meets job requirements. Achieves performance objectives as stated.
- Needs Improvement:** Performance in one or more skills is less than expected and needs improvement. Direction, supervision and learning are required if performance objectives are to be achieved. If performance improvements are not made by the employee within a specified time period, the employee may be terminated.
- Unsatisfactory:** Performance in a few skills is substantially weak. Performance objectives are not met even under close supervision. Substantial improvement by the employee is required. Termination may result immediately upon notice of unsatisfactory performance.

PART I: PERFORMANCE DIMENSIONS

1. Written Communications

S	E	SP	N	U	NA

Supporting Comments:

2. Oral Communications

S	E	SP	N	U	NA

Supporting Comments

3. Interpersonal Skills

S	E	SP	N	U	NA

Supporting Comments

4. Planning / Organization

S	E	SP	N	U	NA

Supporting Comments

5. Flexibility / Adaptability

S	E	SP	N	U	NA

Supporting Comments

6. Problem Solving / Decision Making

S	E	SP	N	U	NA

Supporting Comments

7. Initiative

S	E	SP	N	U	NA

Supporting Comments

PART I: PERFORMANCE DIMENSIONS (Continued)

8. Dependability / Reliability

S	E	SP	N	U	NA

Supporting Comments

9. Job Skills and Knowledge

S	E	SP	N	U	NA

Supporting Comments

10. Safety

S	E	SP	N	U	NA

Supporting Comments

11. Attendance

S	E	SP	N	U	NA

Supporting Comments

12. Appearance / Fitness

S	E	SP	N	U	NA

Supporting Comments

13. Management Control (Supervisors)

S	E	SP	N	U	NA

Supporting Comments

14. Goals and Objectives (Supervisors)

S	E	SP	N	U	NA

Supporting Comments



Additional Comments

Item Number:

Comments:

PART III: OVERALL PERFORMANCE SUMMARY

This section indicates the conclusions as to the employee's overall level of performance.

Superior	Exceeds Standards	Satisfactory Performance	Needs Improvement	Unsatisfactory

Actions for Improvement/Development:

PART IV: SIGNATURES

EMPLOYEE

I have reviewed this document and discussed the contents with my superior.

Comments:

Chief Signature:

Date:

Chain of Command Review

Mayor:

Date:

Reviewing Councilmember:

Date:

RESOLUTION NO. 11-15-2023-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRUCEVILLE-EDDY, TEXAS, APPROVING APPOINTMENT OF A NOMINEE TO THE BOARD OF DIRECTORS OF THE BRUCEVILLE-EDDY ECONOMIC DEVELOPMENT CORPORATION, (“BRUCEVILLE-EDDY EDC”)

WHEREAS, the City Council of the City of Bruceville-Eddy, Texas, approved 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 at their October 12, 2023 Special Called Meeting; and

WHEREAS, the City Council of the City of Bruceville-Eddy, Texas, appointed 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 at their October 26, 2023 Regular Meeting; and

WHEREAS, the City Council desires to appoint a nominee to the vacant position on the 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 desires to amend the Certificate of Formation by adding the name of the appointed Board Member for the Bruceville-Eddy Economic Development Corporation;

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. APOINTMENT OF DIRECTOR. That the following named person is hereby appointed as a Director to the vacancy on the Board:

- A. Seat No. 7
Name: Daren Weaver
Address: 199 County Rd. 435 Eddy, TX 76524

SECTION 4. AMENDMENT TO FORMATION CERTIFICATE. That the named person stated in this resolution appointed as Director shall also be added to the Certificate of Formation adopted at the October 12, 2023 Special Called Meeting.

SECTION 5. 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

FALLS COUNTY

403 CRAIK ST
MARLIN, TX 76661



APPRAISAL DISTRICT

PHONE: 254-883-2543
FAX: 254-883-6500

**FALLS COUNTY APPRAISAL DISTRICT
BOARD OF DIRECTORS
2024-2025
BALLOT**

Whereas on _____ the governing body of the
(date)

CITY OF BRUCEVILLE EDDY in a public meeting, voted by Resolution to

cast its vote(s) for:

NOMINEE

NUMBER OF VOTES FOR CANDIDATES

Total Votes to Cast: 3

Jesse Martinez

Shirley Melton

Linda Mitchell

Presiding officer

Attest Title/Position

PLEASE RETURN THIS COMPLETED FORMAL BALLOT TO:

info@fallscad.net

**FALLS COUNTY APPRAISAL DISTRICT
403 CRAIK STREET
MARLIN, TEXAS 76661**

BEFORE DECEMBER 15, 2023