



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
January 11, 2024, 6:00 p.m.**

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

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

1. Call to Order - Mayor Owens

- a) Greetings
- b) Invocation
- c) Pledge of Allegiance
- d) Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.
- e) Roll Call

2. Citizen Presentations

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

3. Falls County Water Main Improvements (Phase 1) – Easements

Council to discuss, consider, and possibly take action regarding easements that are actively being sought for the Falls County Water Main Improvements (Phase 1) for the upgrade of an existing 1.5-inch water main to a minimum 8-inch diameter water main along FM 1239, the connection of water mains from CR 440 to CR 449, and a crossing improvement over Hoolia Creek along CR 440.

4. SAMCO Capital – Engagement for Financial Advisory Services

Council to discuss, consider, and possibly take action regarding a financial advisory agreement between the city of Bruceville-Eddy and SAMCO capital markets and other matters related thereto.

5. Preliminary Plat - Eagle Ranch Addition

Council to discuss, consider, and possibly take action on a preliminary plat submission for property owned by Swan Capital, LLC; Travis Krause and Anna Swanson (dba KBar Group); being two tracts of land, 7.769 and 46.051 acres respectfully out of the Charles Sage Survey, Abstract No. 819; generally located at the corner of Mackey Ranch Road and 3rd Street (F.M. 107).

6. Resolution Approving Auction of 115 Hungry Hill Road

Council to discuss, consider, and possibly take action on resolution 1-11-2024-1 approving the disposition of surplus land owned by the City of Bruceville-Eddy located at 115 Hungry Hill Road Eddy, Texas 76524 by Rene Bates Auctioneers, INC.



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7. Maintenance Service Agreement – Copier Services

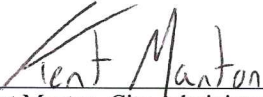
Council to discuss, consider, and possibly take action to renew the maintenance service agreement with Texas Office Systems for copier services.

8. 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 4th day of January, 2024 at 5:00 pm, and remained so posted, continuously, for at least 72 hours preceding the scheduled time of said Meeting.



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

1/4/2024
Date:





Municipal Securities Rulemaking Board

A photograph of a classical building facade, likely a town hall, with several large columns and a pediment. The words "TOWN HALL" are inscribed in gold letters on a stone ledge below the columns. A semi-transparent blue box is overlaid on the top half of the image, containing the title text.

Information for Municipal Advisory Clients

The Municipal Securities Rulemaking Board (MSRB) provides significant protections for municipal entities and obligated persons that are clients of a municipal advisor. Certain of those protections also apply to potential clients of a municipal advisor. Municipal advisors must comply with our rules when engaging in municipal advisory activities.

This document summarizes key principles of our rules that protect you. It also provides information on how to file a complaint against a municipal advisor with the appropriate federal regulatory authority. For the complete text of the rules and additional educational information, visit the MSRB's website at www.msrb.org.

Professional Competency. Our rules require that your municipal advisor meet professional qualification requirements based on its municipal advisory activities. Beginning January 1, 2018, our rules require that municipal advisors also meet continuing education requirements.

Fair Dealing. Our rules require that your municipal advisor deal fairly with you and not engage in any deceptive, dishonest or unfair practice. Your municipal advisor must satisfy a duty of care. Your municipal advisor's recommendations must be suitable, and your municipal advisor's compensation for its recommendations must not be excessive.

To help make sure that your municipal advisor is providing unbiased advice, our rules address potential conflicts of interest, including gift-giving and political contributions. Our rules generally prohibit a municipal advisor from advising or soliciting a municipal entity within two years of a political contribution to an official of that municipal entity.

Our rules also require that you receive certain disclosures from your municipal advisor so you are aware of information that is material to your decision-making. If you are receiving advice from your municipal advisor, your municipal advisor must disclose, in writing, all material conflicts of interest, and all legal and disciplinary events material to your evaluation of your municipal advisor. We refer to this as a “full and fair” disclosure under our rules.

You are also protected by our fair dealing rules if you are solicited by a municipal advisor on behalf of a third-party municipal securities dealer, municipal advisor or investment adviser to buy certain products or services. That municipal advisor must disclose all material facts about the solicitation, including all material risks and characteristics of the product or service.

Duty of Loyalty. If you are a municipal entity, our rules provide extra protections when your municipal advisor advises you about municipal financial products or the issuance of municipal securities. Your municipal advisor must deal honestly and with the utmost of good faith, and act in your best interests without regard to its financial or other interests.

Periodic Disclosure. Your municipal advisor must periodically provide you with the following:

- a statement that it is registered with the MSRB and the Securities and Exchange Commission (SEC);
- the MSRB’s website address; and
- a statement as to the availability of this brochure.

Documentation. When hiring a municipal advisor to provide advice, your municipal advisor must give you a written document outlining certain terms of its relationship with you.

Remedies for Disputes

If you have a dispute with your municipal advisor firm or representative, you should try to — but do not have to — resolve it with the individual or a supervisor. In some cases, you may not be able to resolve the dispute.

Terms as Used in this Brochure

- **You:** A municipal advisory client, including:
 - **Municipal Entity:** A state, political subdivision of a state, or municipal corporate instrumentality of a state, including a public pension plan.
 - **Obligated Person:** Any person (including the issuer) legally committed to support payment of all or part of an issue of municipal securities, other than certain unrelated providers of credit or liquidity enhancement.
- **Municipal Advisory Activities**
 - **The provision of advice** to you with respect to municipal financial products or the issuance of municipal securities.
 - **Solicitation** of you on behalf of certain third parties to purchase a product or service.

Municipal advisors that also act as municipal securities dealers must follow additional rules. For more information about the regulatory protections for investors, see the MSRB's [Information for Municipal Securities Investors](#) brochure.

Filing a Complaint

Regardless of whether you have tried to resolve your complaint directly, you may file a formal complaint with the regulatory agency that examines your municipal advisor for compliance with MSRB rules. You also may contact the MSRB, at 1300 I Street NW, Suite 1000, Washington, DC, 20005, 202-838-1330, complaints@msrb.org, and we will forward the complaint to the appropriate enforcement agency listed below.

To expedite the handling of your complaint, please be as specific as possible as to the nature of the complaint, including detail about the representative and/or firm involved. Please provide your name, phone number, email address and mailing address.

If you have a complaint about a potential violation of MSRB rules or other federal securities laws, contact:

U.S. Securities and Exchange Commission

SEC Center for Complaints and Enforcement Tips
100 F Street, N.E.
Washington, DC 20549-5990
<https://www.sec.gov/reportspubs/investor-publications/complaintshtml.html>

Or use the online portal at:
<https://denebleo.sec.gov/TCRExternal/index.xhtml>

If you have a complaint about your municipal advisor or about the municipal securities market, contact:

U.S. Securities and Exchange Commission

Office of Municipal Securities
100 F Street, N.E.
Washington, DC 20549
(202) 551-5680

If you have a complaint against your municipal advisor that is also registered with FINRA as a dealer, contact:

FINRA Investor Complaint Center

9509 Key West Avenue
Rockville, MD 20850-3329
(240) 386-4357
<http://www.finra.org/investors/problem>

Or use the online portal at:
<http://www.finra.org/investors/investor-complaint-center>

About the MSRB

The MSRB protects investors, state and local governments and other municipal entities, and the public interest by promoting a fair and efficient municipal securities market. The MSRB fulfills this mission by regulating the municipal securities firms, banks and municipal advisors that engage in municipal securities and advisory activities. To further protect market participants, the MSRB provides market transparency through its [Electronic Municipal Market Access \(EMMA®\)](#) website, the official repository for information on all municipal bonds. The MSRB also serves as an objective resource on the municipal market, conducts extensive education and outreach to market stakeholders, and provides market leadership on key issues. The MSRB is a Congressionally-chartered, self-regulatory organization governed by a 21-member board of directors that has a majority of public members, in addition to representatives of regulated entities. The MSRB is subject to oversight by the Securities and Exchange Commission.

MUNICIPAL ADVISOR DISCLOSURE STATEMENT

This Disclosure Statement is provided by SAMCO Capital Markets, Inc. ("SAMCO") to a Municipal Issuer (the "Client"). This Disclosure Statement provides information regarding conflicts of interest and legal or disciplinary events of Municipal Advisor required to be disclosed to Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

SAMCO makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how SAMCO addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of SAMCO's conflicts: with respect to all of the conflicts disclosed below, SAMCO mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates SAMCO to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to SAMCO's financial or other interests. In addition, because SAMCO is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of SAMCO is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, SAMCO's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of SAMCO potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

- Compensation:
 - Fees for our typical Municipal Advisory Agreement are based on the size of the Issue and the payment of such fees is contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for SAMCO to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.
 - Fees that are based on a fixed amount are usually based upon an analysis by Client and SAMCO of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by SAMCO. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, SAMCO may suffer a loss. Thus, SAMCO may recommend less time-consuming alternatives or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.
 - Fees are sometimes based on hourly fees of SAMCO's personnel, with the aggregate amount equaling the number of hours worked by Firm personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and SAMCO do not agree on a reasonable maximum amount at the outset of the engagement, because SAMCO does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

- In an offering for which we act as Financial Advisor on your behalf, SAMCO, in our role as a Broker Dealer, may purchase securities from that offering from an underwriter, either for our own trading account or for the account of a customer. In such a case SAMCO will take care that these secondary transactions, at or near the time of initial issuance, for a specific maturity in part or in whole, do not contravene the purpose or intent of the MSRB rules or compromise our fiduciary duty to you as Financial Advisor. This conflict of interest is mitigated by the general mitigations described above.
- Other Municipal Advisor Relationships. SAMCO serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, SAMCO serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, SAMCO could potentially face a conflict of interest arising from these competing client interests. This conflict of interest is mitigated by the general mitigations described above.
- SAMCO has a fee-splitting arrangement with Deutsche Bank, a provider of money market funds to Issuers, to provide a US Government and Agency Securities money market portfolio for use by Municipal Issuers including Municipal Issuer Clients of SAMCO. The fees are related to investment in a money market fund and are not related to or contingent on the issuance of securities. This conflict of interest is further mitigated by the general mitigations described above.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client’s evaluation of the municipal advisor or the integrity of the municipal advisor’s management or advisory personnel.

Accordingly, SAMCO sets out below required disclosures and related information in connection with such disclosures.

- There are no legal or disciplinary events that are material to Client’s evaluation of SAMCO or the integrity of SAMCO’s management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

Clients may review SAMCO’s most recent Form MA and Form MA-I filed with the SEC on the [SEC’s EDGAR system](#). The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Municipal Advisor in its capacity as a broker-dealer on Form BD or Form U4, as applicable. Information provided by Municipal Advisor on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, For purposes of accessing such BrokerCheck reports SAMCO’s CRD number is 136532.

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Dated: _____



MUNICIPAL ADVISORY CONTRACT

_____, 2024

The Honorable Mayor and City Council
City of Bruceville-Eddy
144 Wilcox Drive

Eddy, Texas 76524

Ladies and Gentlemen:

1. We understand that the City, from time to time, will consider the issuance of debt obligations and that in connection with the authorization, issuance, sale and delivery of such obligations you desire the Mark McLiney Municipal Advisory team to perform professional services in the capacity of Municipal Advisors for the City.
2. We agree to provide all services related to the development and implementation of a debt management plan. These services include, but are not limited to, the structuring of a bond model, the formulation of a bond program, the analysis and completion of refunding programs, consultation regarding bond elections, consultation regarding bond ratings, consultation regarding the available types of financings, etc. The services include communicating and coordinating with other professionals involved in bond transactions and related services (e.g. bond counsel, rating agent, credit enhancement providers, verification agent, arbitrage rebate provider, etc.). The advice and assistance includes serving as a fiduciary to the Issuer and representing the Issuer's interest in the sale and distribution of any debt obligations.
3. We agree to direct and coordinate the entire program of financing herein contemplated. It is specifically understood and agreed, however, that this obligation on our part shall not cover payment of any expenses associated with the issuance of the obligations or the expenses of any litigation, if such would occur.

As consideration for the services rendered by us and as reimbursement for the expenses which we are to incur, it is understood and agreed that the City is to pay and we are to accept, a cash fee for such professional services in accordance with the fee schedule set forth as follows. Such fee shall become due and payable simultaneously with the delivery of the bonds to the purchaser. It is understood that a miscellaneous expense will be added to the fee to cover reimbursables. This amount shall be capped at \$5,000.

FEE SCHEDULE

The following schedule is an estimate of fees due for Municipal Advisory work. The actual fee will be more or less based upon work performed.

Base Fee – Any issue				\$ 5,000			
Plus \$12.50	per \$1,000	\$500,000	or	\$11,250	for	\$500,000	Bonds
	next						
Plus \$8.00	per \$1,000	\$500,000	or	\$15,250	for	\$1,000,000	Bonds
	next						
Plus \$5.50	per \$1,000	\$1,500,000	or	\$23,500	for	\$2,500,000	Bonds
	next						
Plus \$3.50	per \$1,000	\$2,500,000	or	\$32,250	for	\$5,000,000	Bonds
	next						
Plus \$2.00	per \$1,000	\$5,000,000	or	\$42,250	for	\$10,000,000	Bonds
	next						
Plus \$1.00	per \$1,000	\$10,000,000	or				
	next						

Fees for Refunding Bonds, Revenue Bonds or Bonds issued to State or Federal Agencies shall be computed from the above schedule, plus 25%. For any issue of Refunding Bonds and/or other Debt Instruments involving Escrow Agreements, it is understood and agreed that our fee will be the fee schedule set out above plus 10%. For Bonds issued pursuant to a Bond Election our fee will include an additional \$5,000 to cover costs associated with the Bond Election.

Fees for the issuance of Public Improvement District (“PID”) Bonds will be 2% of the Par Amount of each PID Bond.

SAMCO Capital Markets, Inc. will bill the Issuer at Closing for each issue of obligations a net amount which will include a fee calculated on the above schedule as well as costs and expenses, where applicable, incurred on behalf of the Issuer for the Bond Attorneys, preparation, printing and distribution of the Notice of Sale, Official Statement, Uniform Bid Form or Private Placement Memorandum, independent consultants, information meetings, if any, presentations to rating agencies and rating fees, if any, printing of Obligations, and all appropriate costs and expenses associated with the closing and delivery of the Obligations.

4. If appropriate, we will assist with the annual filing of all documents related to the Securities Exchange Commission Rule 15c2-12 (Continuing Disclosure). It is understood that we are not your agent for Continuing Disclosure because SAMCO Capital Markets, Inc. cannot be assured of being informed on a timely manner of all material events which require filing during the year. It is further understood that any fees due us for our work in this capacity will be determined on a case by case basis.
5. Due to the personal nature of municipal advisory consulting services, this Agreement is being entered into with the Mark McLiney Municipal Advisory Group of SAMCO Capital Markets. The Issuer expects that all files will be held in duplicate by the group and the company. At the full discretion of the Issuer, this Agreement can be automatically assigned to and transferred to the Mark McLiney Municipal Advisory Group.
6. This Agreement will commence on the date of acceptance and shall remain in effect until terminated or replaced with a subsequent agreement. This Agreement can be terminated at any time, with or without cause, with simple written notice.

Respectfully submitted,

SAMCO CAPITAL MARKETS, INC.

BY:

Andrew T. Friedman

ACCEPTANCE

ACCEPTED and adopted by the City Council of the City of Bruceville-Eddy on this the ____ day of _____ 2024.

City Administrator

Agenda Item #5

Application for: Check the appropriate box.

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

For Office Use Only

Case No. Eagle Ranch
 Date Submitted 8/15/23
 Amount Paid \$ 1320.00
 By KM

The following information to be supplied by the APPLICANT:

Name Travis Krause Company KBar Group
 Address 1950 County Road 146 City Georgetown State TX Zip 78633 Telephone _____
 Fax _____ E-mail travis@kbargroup.com

Travis Krause
 Signature of Applicant

Travis Krause
 Print Name

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

Name Monty Clark Company Clark Associates
 Address 215 N. Main Street City Temple State TX Zip 76501 Telephone _____
254-899-0899 Fax _____ E-mail Mclark@clark-assoc.com

[Signature]
 Signature of Agent/Engineer/Contact

MONTY CLARK
 Print Name

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

Name Travis Krause, Swan Capital LLC Company KBar Group
 Address 1950 County Road 146 City Georgetown State TX Zip 78633 Telephone _____
254-537-3623 Fax _____ E-mail travis@kbargroup.com

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

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

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

Travis Krause
 Signature of Property Owner/Authorized Representative

Travis Krause
 Print Name

Location of Request (address if applicable) Mackey Ranch Rd Eddy, TX 76524
 Area of Request (acres or sq. ft.) Tract 1 - 7.769 Acres Tract 2 - 46.051 Acres
 Proposed Subdivision Name Eagle Ranch Addition
 Survey Name Charles Sage Survey Abstract No. 819
 Existing Zoning _____ Pending Zoning (if applicable) SF-1
 No. of Lots 82 No. of Dwelling Units 0

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

Application Continued on Back

Planning and Community Development Department

Plat Application (continued)

Case #: _____

Proposed Plat Name: Eagle Ranch Addition

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

If yes, please provide the following:

Subdivision Name _____ Lot _____ Block _____

Date Filed with McLennan County _____

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

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

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

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

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

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

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

Travis Krause

Signature of Owner or Authorized Representative

8/15/23

Date

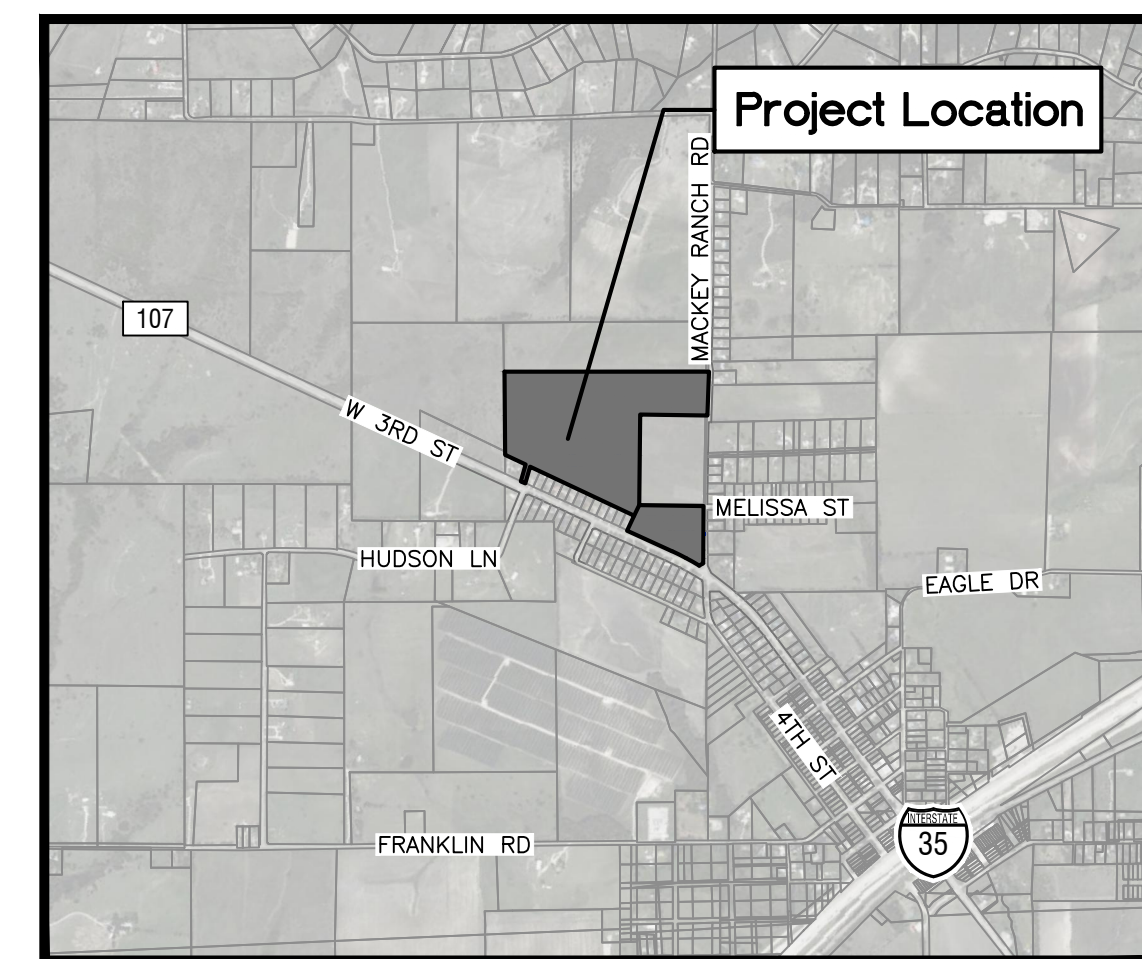
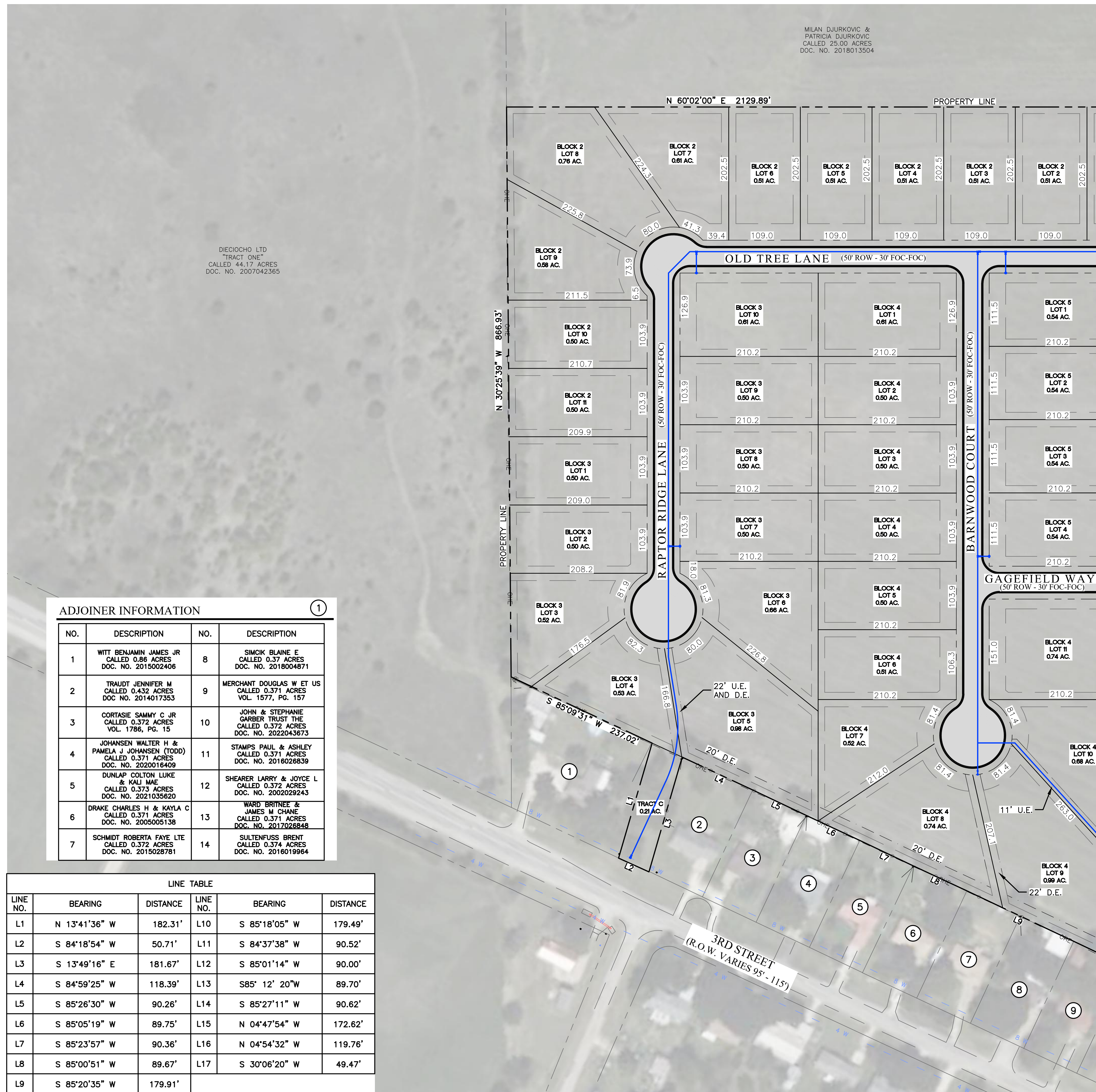
For Office Use only

Submittal Documents (Required)

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

Planning and Community Development Department

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



SITE VICINITY MAP = N.T.S.

OWNER/DEVELOPER:

TRAVIS KRAUSE AND ANNA SWANSON
1950 COUNTY ROAD 146, GEORGETOWN, TEXAS 78633

REGISTERED PROFESSIONAL LAND SURVEYOR:

QUICK INC.
1430 N. ROBERTSON ROAD, SALADO, TEXAS 76571

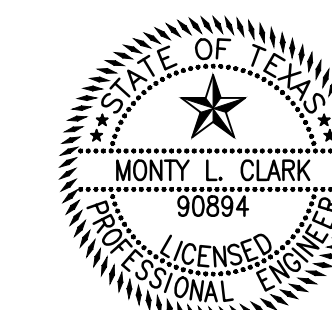
REGISTERED PROFESSIONAL ENGINEER:

CLARK ASSOCIATES, PLLC
215 N. MAIN STREET, TEMPLE, TEXAS 76501
F-23184

STATE OF TEXAS

COUNTY OF BELL

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.



MS 12-04-2023
MONTY L. CLARK
REGISTRATION NUMBER 90894

OWNER/DEVELOPER
TRAVIS KRAUSE AND ANNA SWANSON
MACKEY RANCH ROAD, EDDY, TEXAS

DATE:

RECOMMENDED FOR PRELIMINARY APPROVAL:

STATE OF TEXAS §
COUNTY OF MCLENNAN §

APPROVAL OF THIS PRELIMINARY PLAT BY THE CITY PLAN COMMISSION AND BRUCEVILLE-EDDY CITY COUNCIL SHALL BE DEEMED AN EXPRESSION OF APPROVAL OF THE LAYOUT SUBMITTED ON THE PRELIMINARY PLAT AS A GUIDE TO THE FINAL ENGINEERING OF STREETS, WATER, SEWER, AND OTHER REQUIRED IMPROVEMENTS AND UTILITIES AND TO THE PREPARATION OF THE FINAL PLAT. APPROVAL OF THIS PRELIMINARY PLAT SHALL NOT CONSTITUTE AUTOMATIC APPROVAL OF THE FINAL PLAT, NOR BE CONSIDERED AUTHORIZATION TO BEGIN CONSTRUCTION OR SELL LOTS. APPROVAL OF THE PRELIMINARY PLAT SHALL NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER IMPLIED OR OTHERWISE THAT ALL OTHER APPLICABLE CODES AND ORDINANCES OF THE CITY OF BRUCEVILLE-EDDY HAVE BEEN COMPLIED WITH. IT SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER TO ENSURE THAT ALL APPLICABLE REQUIREMENTS OF THE CITY OF BRUCEVILLE-EDDY RELATIVE TO THE SUBDIVIDING AND DEVELOPMENT OF PROPERTY HAVE BEEN MET.

WITNESS MY HAND THIS THE _____ DAY OF _____, 2023,
THIS PRELIMINARY PLAT WAS DULY APPROVED BY THE CITY OF BRUCEVILLE-EDDY.

SIGNED:

PAM COMBS
CITY SECRETARY

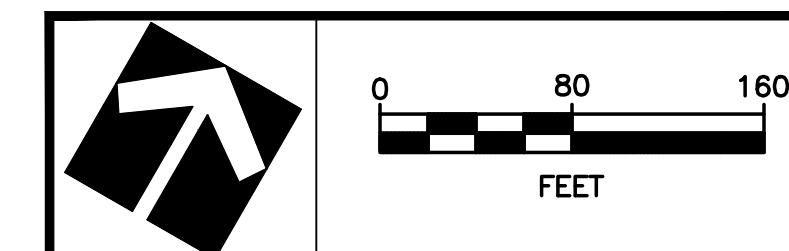
PRELIMINARY PLAT MATCHLINE - REFER TO PRELIMINARY PLAT SHEET 2 FOR CONTINUATION

ADJOINER INFORMATION

NO.	DESCRIPTION	NO.	DESCRIPTION
1	WITT BENJAMIN JAMES JR CALLED 0.86 ACRES DOC. NO. 2015002406	8	SIMICK BLAINE E CALLED 0.37 ACRES DOC. NO. 2018004871
2	TRAUDT JENNIFER M CALLED 0.432 ACRES VOL. 1786, PG. 15 DOC. NO. 2014017353	9	MERCHANT DOUGLAS W ET US CALLED 0.371 ACRES VOL. 1577, PG. 157 DOC. NO. 2022043673
3	CORTASIE SAMMY C JR CALLED 0.372 ACRES VOL. 1786, PG. 15 DOC. NO. 2022043673	10	JOHN & STEPHANIE GARBER TRUST THE CALLED 0.372 ACRES DOC. NO. 2022043673
4	JOHANSEN WALTER H & PAMELA J JOHANSEN (TODD) CALLED 0.371 ACRES DOC. NO. 2020018409	11	STAMPS PAUL & ASHLEY CALLED 0.371 ACRES DOC. NO. 2016028839
5	DUNLAP COLTON LUKE & KALI MAE CALLED 0.373 ACRES DOC. NO. 2021035620	12	SHEARER LARRY & JOYCE L CALLED 0.372 ACRES DOC. NO. 2002029243
6	DRAKE CHARLES H & KAYLA C CALLED 0.371 ACRES DOC. NO. 2005005138	13	WARD BRITNEE & JAMES M CHANE CALLED 0.371 ACRES DOC. NO. 2017026848
7	SCHMIDT ROBERTA FAYE LTE CALLED 0.372 ACRES DOC. NO. 2015028781	14	SULTENFUSS BRENT CALLED 0.374 ACRES DOC. NO. 2016019964

LINE TABLE

LINE NO.	BEARING	DISTANCE	LINE NO.	BEARING	DISTANCE
L1	N 13°41'36" W	182.31'	L10	S 85°18'05" W	179.49'
L2	S 84°18'54" W	50.71'	L11	S 84°37'38" W	90.52'
L3	S 13°49'16" E	181.67'	L12	S 85°01'14" W	90.00'
L4	S 84°59'25" W	118.39'	L13	S85° 12' 20"W	89.70'
L5	S 85°26'30" W	90.26'	L14	S 85°27'11" W	90.62'
L6	S 85°05'19" W	89.75'	L15	N 04°47'54" W	172.62'
L7	S 85°23'57" W	90.36'	L16	N 04°54'32" W	119.76'
L8	S 85°00'51" W	89.67'	L17	S 30°06'20" W	49.47'
L9	S 85°20'35" W	179.91'			



DEVELOPMENT STATISTICS:

TOTAL ACREAGE: 46.05 AC.
TOTAL RESIDENTIAL LOTS: 79 LOTS
DETENTION TRACT A: 0.51 AC.
DETENTION TRACT B: 1.93 AC.
TRACT C: 0.21 AC.

PROPOSED STREETS

RIGHT-OF-WAY WIDTH 50'
STREET WIDTH 31'
38' RIGHT-OF-WAY DEDICATION ALONG MACKEY RANCH ROAD

EASEMENTS

(UNLESS OTHERWISE NOTED)

FRONT BUILDING LINE = 25'
SIDE STREET BUILDING LINE = 15'
SIDE BUILDING LINE = 11'
REAR BUILDING LINE = 10'

GENERAL NOTES:

1. WATER IS TO BE SUPPLIED BY THE CITY OF BRUCEVILLE-EDDY, CCN #11285.
2. ELECTRICITY TO BE SUPPLIED BY TEXAS POWER AND LIGHT COMPANY.
3. PROPOSED LAND USAGE TO BE SF-1 SINGLE FAMILY RESIDENTIAL.

THE SURVEY AS SHOWN WAS PREPARED FROM AN ON-THE-GROUND SURVEY PERFORMED BY QUICK INC. ON THE 13TH DAY OF OCTOBER 2021. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD 83.

PRELIMINARY PLAT SHOWING TRACT 1, LOT ONE (1), BLOCK ONE (1), OF MACKEY RANCH ADDITION ACCORDING TO THE PLAT OF RECORD IN DOCUMENT NO. 2018003432, OFFICIAL PUBLIC RECORDS, MCLENNAN COUNTY, TEXAS AND SHOWING TRACT 2, 46.051 ACRE TRACT OF LAND, LOCATED IN THE CHARLES SAGE SURVEY, A-819, MCLENNAN COUNTY, TEXAS, SAID 46.051 ACRE TRACT, BEING ALL OF THAT CALLED 45.85 ACRE TRACT OF LAND, AND BEING ALL OF THAT CALLED 0.21 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2020027471, OFFICIAL PUBLIC RECORDS, MCLENNAN COUNTY, TEXAS.



EAGLE RANCH ADDITION
NEW RESIDENTIAL SUBDIVISION
BRUCEVILLE-EDDY, TEXAS

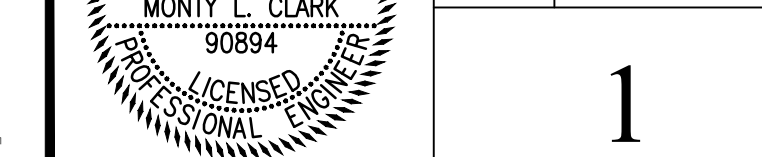
PRELIMINARY PLAT SHEET 1
FOR REVIEW PURPOSES ONLY
DRAWING STATUS

THESE DRAWINGS WERE PREPARED UNDER THE AUTHORITY OF MONTY L. CLARK P.E. 90894, CLARK ASSOCIATES FIRM NO. F-23184.

THIS DOCUMENT IS RELEASED FOR THE PURPOSES OF INTERIM REVIEW ONLY AS PER DATE ON DRAWING. IT IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION PURPOSES. ONLY DRAWINGS ISSUED FOR CONSTRUCTION CAN BE CONSIDERED COMPLETE.

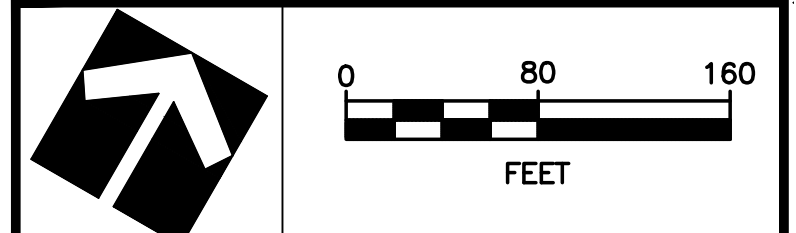
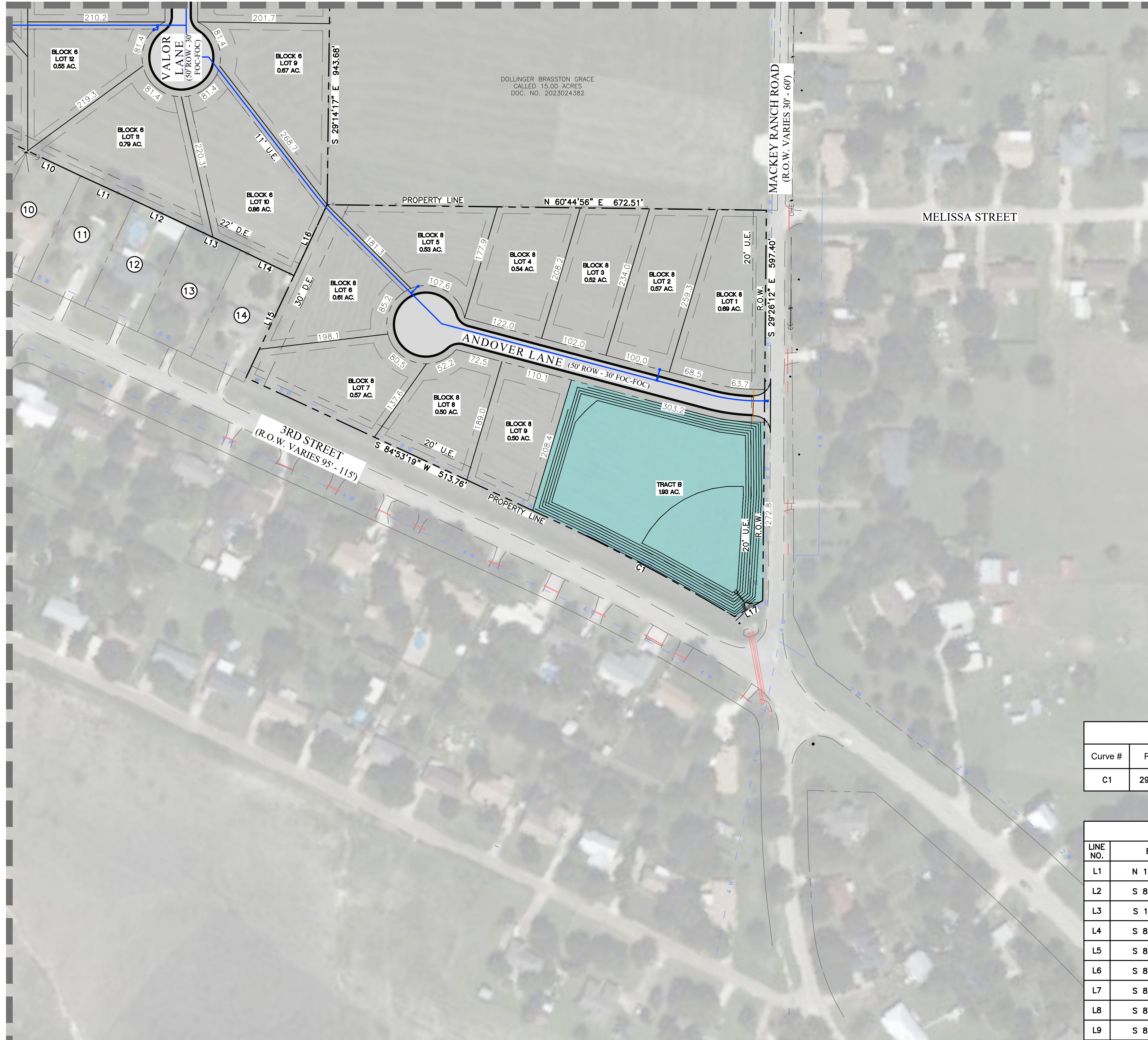
FOR CONSTRUCTION FINAL DRAWINGS

Designed	MLC
Drafted	ACP
Project No	232448.00
Plot Date	12-04-2023



PRELIMINARY PLAT MATCHLINE - REFER TO PRELIMINARY PLAT SHEET 2 FOR CONTINUATION

PRELIMINARY PLAT MATCHLINE - REFER TO PRELIMINARY PLAT SHEET 1 FOR CONTINUATION



DEVELOPMENT STATISTICS:

TOTAL ACREAGE:	46.05 AC.
TOTAL RESIDENTIAL LOTS:	79 LOTS
DETENTION TRACT A:	0.51 AC.
DETENTION TRACT B:	1.93 AC.
TRACT C:	0.21 AC.

PROPOSED STREETS

RIGHT-OF-WAY WIDTH	50'
STREET WIDTH	31'
38' RIGHT-OF-WAY DEDICATION ALONG MACKEY RANCH ROAD	

EASEMENTS (UNLESS OTHERWISE NOTED)

FRONT BUILDING LINE	= 25'
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SIDE BUILDING LINE	= 11'
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- GENERAL NOTES:**
1. WATER IS TO BE SUPPLIED BY THE CITY OF BRUCEVILLE-EDDY, CCN #11285.
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ADJOINER INFORMATION

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Curve Table

Curve #	Radius	Length	Chord Direction	Chord Length	Delta
C1	2924.770	319.488	S88° 00' 23.55"W	319.33	6.2587

LINE TABLE

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EAGLE RANCH ADDITION
NEW RESIDENTIAL SUBDIVISION

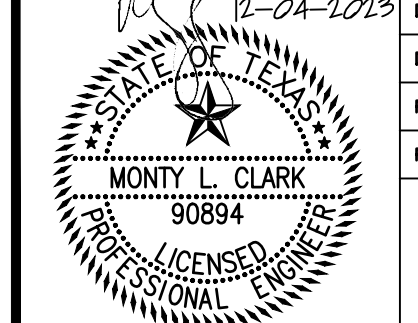
BRUCEVILLE-EDDY, TEXAS
PRELIMINARY PLAT SHEET 3
FOR REVIEW PURPOSES ONLY

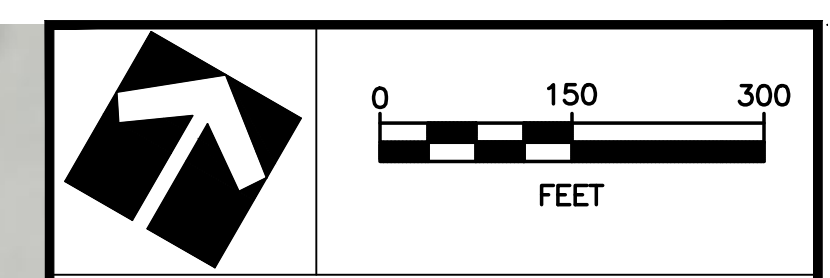
DRAWING STATUS
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FOR CONSTRUCTION
FINAL DRAWINGS

Designed	MLC
Drafted	ACP
Project No	232448.00
Plot Date	12-04-2023





LEGEND

EXISTING WATER MAIN	---
PROPOSED 8" PVC C900 DR18 WATER MAIN	---
EXISTING FIRE HYDRANT	◆
FUTURE FIRE HYDRANT	◆

- GENERAL NOTES:**
1. WATER IS TO BE SUPPLIED BY THE CITY OF BRUCEVILLE-EDDY, CCN #11285.
 2. ELECTRICITY TO BE SUPPLIED BY TEXAS POWER AND LIGHT COMPANY.
 3. PROPOSED LAND USAGE TO BE SF-1 SINGLE FAMILY RESIDENTIAL.

- SANITARY SEWER NOTES:**
1. SANITARY SEWER FOR RESIDENTIAL LOTS ARE TO BE SERVICED VIA OSSF.

CITY OF BRUCEVILLE-EDDY WATER DEMANDS

NO. OF PERSONS PER HOUSEHOLD	GALLONS PER MONTH
1 OR 2	6,000
3 OR 4	7,000



EAGLE RANCH ADDITION
NEW RESIDENTIAL SUBDIVISION
BRUCEVILLE-EDDY, TEXAS

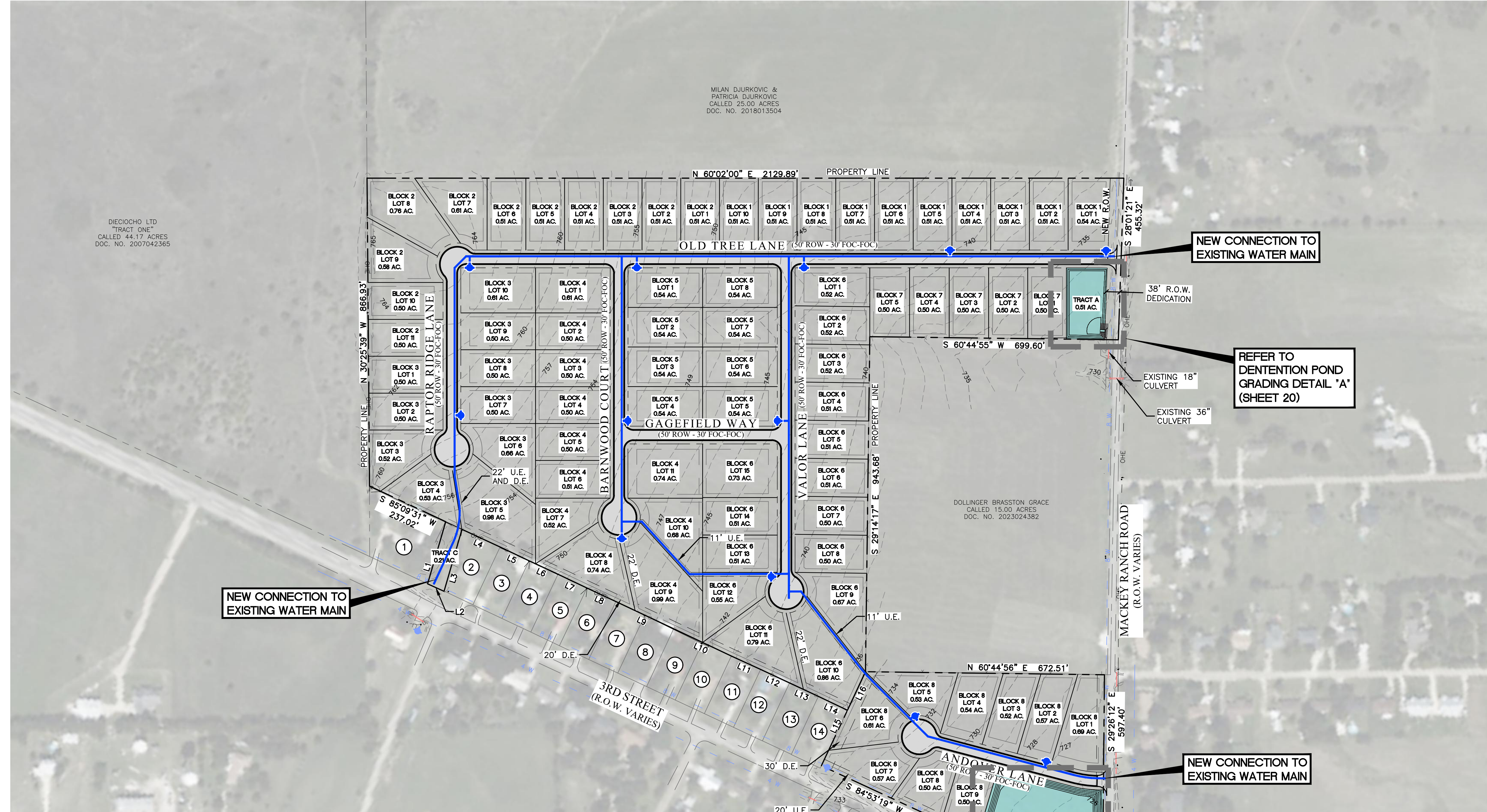
TOPOGRAPHIC UTILITY MAP

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DESIGNED	MLC
DRAFTED	ACP
PROJECT NO.	232448.00
DATE	12-04-2023



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ESTIMATED MAXIMUM MONTHLY WATER DEMAND (7,000X82)

GALLONS PER MONTH PER HOUSEHOLD	NO. OF HOMES	ESTIMATED MAXIMUM MONTHLY DEMAND
7,000	82	574,000 GALLONS

ESTIMATED MAXIMUM DAILY WATER DEMAND (574,000X12/365x2.4)

ESTIMATED MAXIMUM MONTHLY DEMAND	NO. OF MONTHS PER YEAR	DAYS PER YEAR	ESTIMATED MAXIMUM DAILY DEMAND FACTOR	ESTIMATED MAXIMUM DAILY DEMAND
574,000 GALLONS	12	365	2.4	45,291 GALLONS

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

Warranty Deed With Vendor's Lien

Date: September 10, 2020

Grantor: Elk Range, LLC

Grantor's Mailing Address:

Grantee: Swan Capital, LLC

Grantee's Mailing Address: 2011 Bluebonnet Lane, Unit #B
Austin, Texas 78704

Consideration: TEN AND NO/100 (\$10.00) and other valuable consideration, and a note of even date that is in the principal sum of \$52,000.00 and is executed by Grantee and payable to the order of **Centennial Bank, a division of Happy State Bank**. The note is secured by a vendor's lien retained in favor of **Centennial Bank, a division of Happy State Bank** in this deed and by a deed of trust of even date from Grantee to Greg Appel, Trustee.

Property (including any improvements): Being Lot One (1) in Block One (1) of the Mackey Ranch Addition to the City of Bruceville-Eddy as per plat recorded as Instrument # 2018003432 of the Official Public Records of McLennan County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Validly existing easements, right-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than grantor, and other instruments, other than conveyances of the surface estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; and discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from

Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

Centennial Bank, a division of Happy State Bank, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The Vendor's Lien and superior title to the property are retained for the benefit of Centennial Bank, a division of Happy State Bank and are transferred to that party without recourse on Grantor.

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

Elk Range, LLC

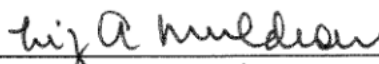
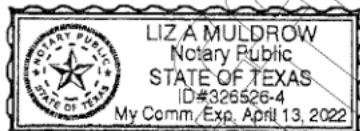


By: Steven Matsen, Managing Member

STATE OF TEXAS

COUNTY OF MCLENNAN

This instrument was acknowledged before me on September 10, 2020, by Steven Matsen, Managing Member of Elk Range, LLC, on behalf of said limited liability company.



Notary Public, State of Texas

AFTER RECORDING, RETURN TO:
Swan Capital, LLC
2011 Bluebonnet Lane, Unit #B
Austin, Texas 78704

PREPARED IN THE LAW OFFICES OF:
Carpenter & Croft, PLLC
7901 Fish Pond Rd., Suite 210
Waco, Texas 76710
254.300.7909

FILED AND RECORDED

Instrument Number: 2020032055

Filing and Recording Date: 09/11/2020 09:28:29 AM Pages: 3 Recording Fee: \$20.00

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



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

greenl

Unofficial Copy

GF#408512

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WARRANTY DEED WITH VENDOR'S LIEN

Date: August 4, 2020

Grantor: Carcam Holdings, LLC, a Texas limited liability company

Grantor's Mailing Address (including county):

P.O. Box 720
Friendswood, TX. 77549
County

Grantee: James Travis Krause, an unmarried person; and Anna Cary Swanson, an unmarried person

Grantee's Mailing Address (including county):

2011 Bluebonnet Ln. #8
Austin, TX. 78704
County

Consideration:

For the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid to the undersigned by the Grantee herein named, the receipt and sufficiency of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's Note of even date herewith that is in the principal amount of **One Hundred Fifty Thousand Four Hundred and No/100 Dollars (\$150,400.00)**, payable to the order of **Centennial Bank**. The Note is secured by a Vendor's Lien retained in favor of **Centennial Bank** in this Deed and by a Deed of Trust of even date herewith from Grantee to **Gregg Appel, Trustee**.

✓
FCT 408512

Property (including any improvements):

Tract One: Being 45.85 acres of land, more or less, out of the CHARLES SAGE SURVEY, ABSTRACT No. 819, McLennan County, Texas, being more particularly described in the attached Exhibit "A".

Tract Two: Being 0.21 of an acre, more or less, out of the CHARLES SAGE SURVEY, ABSTRACT No. 819, McLennan County, Texas, being more particularly described in the attached Exhibit "B".

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights of record; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines, any encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any applicable governmental district, agency, authority, etc. taxes for current year, the payment of which Grantee assumes.

Grantor for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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

Centennial Bank, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the Note herein described. The Vendor's Lien and Superior Title to the property are retained for the benefit of **Centennial Bank** and are transferred to that party without recourse on Grantor.

EXECUTED this 4 day of August, 2020 but to be effective August 6, 2020.

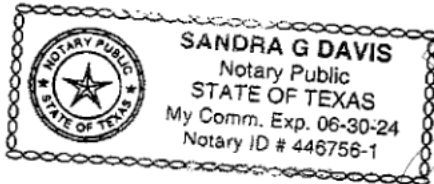
Carcam Holdings, LLC, a Texas limited liability company

✓ By: David Carson
Name: David Carson
Title: Manager

STATE OF TX
COUNTY OF Galveston

This instrument was acknowledged before me on the 4 day of August, 2020, by David Carson of Carcam Holdings, LLC, a Texas limited liability company, on behalf of said limited liability company.

Sandra G Davis
Notary Public, State of TX
Notary's Name (printed): SANDRA B. DAVIS
Notary's commission expires: 06-30-2024



AFTER RECORDING RETURN TO:

First Community Title
4613 S. 31st Street
Temple, Texas 76502

Unofficial Copy

Exhibit "A"

FIELDNOTE DESCRIPTION

45.85 ACRE TRACT

Being a 45.85 acre tract of land in the Charles Sage Survey, Abstract No. 819, McLennan County, Texas and being a part of that certain 94.132 acre tract of land described in a deed to Carcam Holdings, LLC, recorded in Instrument No. 2016038579 of the Official Public Records of McLennan County, Texas (OPRMCT). Said 45.85 acre tract being shown on attached plat and more particularly described by metes and bounds as follows:

BEGINNING at a found $\frac{1}{2}$ " iron rod at the southwest corner of above mentioned 94.132 acre tract, same being the northwest corner of a 0.86 acre tract of land to Benjamin James Witt, Jr., (2015002406 OPRMCT), in the east line of a 44.17 acre tract of land designated TRACT ONE to Dieciocho, Ltd., (2007042365 OPRMCT);

THENCE along the west line of said 94.132 acre tract, same being the east line of said 44.17 acre tract, North 28 degrees 51 minutes 05 seconds West, a distance of 867.12 feet to a set $\frac{1}{2}$ " iron rod with yellow cap stamped "RPLS 5345" for the southwest corner of a 25.00 acre tract of land to Milan Djurkovic, et ux, (2018013504 OPRMCT);

THENCE along the south line of said 25.00 acre tract, North 61 degrees 36 minutes 40 seconds East, at a distance of 2107.80 feet passing a set $\frac{1}{2}$ " iron rod with yellow cap stamped "RPLS-5345" for reference, continuing along said course for a total distance of 2129.89 feet to the center of Mackey Ranch Road, a county-maintained asphalt road;

THENCE along the center of Mackey Ranch Road, South 26 degrees 28 minutes 55 seconds East, a distance of 455.44 feet to the most northerly corner of a 15.00 acre tract of land surveyed by me this date;

THENCE entering said 94.132 acre tract, South 62 degrees 20 minutes 04 seconds West, at a distance of 25.07 feet passing a set $\frac{1}{2}$ " iron rod with yellow cap stamped "RPLS 5345" for reference, continuing along said course for a total distance of 699.60 feet to a set $\frac{1}{2}$ " iron rod with yellow cap stamped "RPLS 5345" for the most westerly corner of said 15.00 acre tract and an inside ell corner of this;

THENCE South 27 degrees 39 minutes 56 seconds East, a distance of 943.70 feet to a found $\frac{5}{8}$ " iron rod with cap stamped "ACS" at the northwest corner of a Lot 1, Block 1, Mackey Ranch Addition (2018003432 OPRMCT);

THENCE along the west line of Lot 1, Block 1, Mackey Ranch Addition, South 03 degrees 14 minutes 00 seconds East, a distance of 120.05 feet to a found $\frac{1}{2}$ " iron rod at the northeast corner of a 0.374 acre tract of land to Brent Sultenfuss (2016019964 OPRMCT);

THENCE along the north line of said 0.374 acre tract, South 87 degrees 05 minutes 06 seconds West, a distance of 90.59 feet to a found $\frac{1}{2}$ " iron rod at the northeast corner of a 0.371 acre tract of land to Brincee Ward, et vir, (2017026848 OPRMCT);

THENCE along the north line of said 0.371 acre tract, the north line of a 0.372 acre tract of land to Larry E. Shearer, et ux, (2002029243 OPRMCT), the north line of a 0.371 acre tract of land to Paul Stamps, et ux, (2016026839 OPRMCT) and the north line of a 0.371 acre tract of land to Lois Whitt, et al, by deed recorded in Volume 1579, Page 10 of the Deed Records of McLennan County, Texas (DRMCT), South 86 degrees 41 minutes 44 seconds West, a distance of 359.88 feet to a found $\frac{1}{2}$ " iron rod at the northeast corner of a 0.371 acre tract of land to Douglas W. Merchant, et ux, (1577/157 DRMCT);

THENCE along the north line of said Merchant tract, the north line of a 0.37 acre tract of land to John Terpening (2012012069 OPRMCT) and the north line of a 0.372 acre tract of land to Stephen Edward Schmidt, et al, (2015028781 OPRMCT), South 86 degrees 46 minutes 47 seconds West, a distance of 269.80 feet to a found $\frac{1}{2}$ " iron rod at a chain link fence corner post at the northeast corner of a 0.372 acre tract of land to Charles H. Drake, et ux, (2005005138-OPRMCT);

THENCE along the north line of said Drake tract, South 86 degrees 38 minutes 20 seconds West, a distance of 89.73 feet to a found $\frac{1}{2}$ " iron rod at a chain link fence corner post at the northeast corner of a 0.373 acre tract of land to David Edward Zajicek (32/95 OPRMCT);

THENCE along the north line of said Zajicek tract, the north line of a 0.372 acre tract of land to Walter Henry Johansen (1484/604 DRMCT) and the north line of a 0.372 acre tract of land to Sammie C. Cortasie, Jr., (1786/15 DRMCT), South 86 degrees 52 minutes 48 seconds West, a distance of 270.35 feet to a found $\frac{1}{2}$ " iron rod at a chain link fence corner post at the northeast corner of a 0.432 acre tract of land to Jennifer M. Trandt (2014017353 OPRMCT);

THENCE along the north line of said 0.432 acre tract, the north line of a 0.21 acre tract of land to Carcam Holdings, LLC, (2016038580 OPRMCT) and the north line of said Witt 0.86 acre tract, South 86 degrees 40 minutes 36 seconds West, a distance of 405.77 feet to the POINT OF BEGINNING, containing 45.85 acres of land, of which 0.20 acre lies within Mackey Ranch Road.

Exhibit "B"

**JOHN B. JENKINS 0.21 ACRE TRACT
CHARLES SAGE SURVEY, ABSTRACT NO. 819
McLENNAN COUNTY, TEXAS**

Being a 0.21 acre tract or parcel of land lying and being situated in the Charles Sage Survey, Abstract No. 819, McLennan County, Texas, and being part of the John B. Jenkins 100 acre tract of land described in the deed to John B. Jenkins recorded in Volume 1761, Page 726 of the Deed Records of McLennan County, Texas, and being more particularly described as follows:

BEGINNING at the iron rod found marking the northeast corner of the Benjamin James Witt, Jr. 0.86 acre tract described in the deed recorded as Instrument No. 2015002406 of the Official Public Records of McLennan County, Texas, said iron rod being in the south line of the Hiram Bismar 94.132 acre tract described in the deed recorded as Instrument No. 2006025066 of the Official Public Records of McLennan County, Texas, said iron rod being located N 87° 08' 02" E a distance of 118.99 feet and N 87° 09' 37" E a distance of 118.00 feet from the iron rod found marking the southwest corner of the said 94.132 acre tract;

THENCE N 87° 05' 17" E along the beforementioned south line of the 94.132 acre tract for a distance of 50.40 feet to an iron rod found for corner marking the northwest corner of the Jennifer M. Traudt 0.432 acre tract described in the deed recorded as Instrument No. 2014017353 of the Official Public Records of McLennan County, Texas;

THENCE S 12° 21' 19" E along the west line of the beforementioned 0.432 acre tract for a distance of 181.60 feet to an iron rod found for corner marking the southwest corner of the said 0.432 acre tract in the north right-of-way line of FM Highway No. 107, West 3rd Street, (Record S 11° 59' 16" E 181.60 feet);

THENCE S 85° 56' 26" W along the beforementioned north right-of-way line of FM Highway No. 107 for a distance of 52.32 feet to an iron rod found for corner marking the southeast corner of the beforementioned 0.86 acre tract;


THENCE N 11° 42' 33" W along the east line of the beforementioned 0.86 acre tract for a distance of 182.33 feet to the **PLACE OF BEGINNING** containing 0.21 acre of land more or less, (Record N 11° 42' 33" W 182.95 feet).

FILED AND RECORDED

Instrument Number: 2020027471

Filing and Recording Date: 08/10/2020 04:00:24 PM Pages: 7 Recording Fee: \$36.00

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



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

greenl

Unofficial Copy

November 29, 2023

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

**RE: Eagle Ranch Addition Preliminary Plat Review Comments
0218.23**

Mr. Kent Manton,

MRB Group has completed our review of the referenced project and find the submission meets the City of Bruceville-Eddy's subdivision requirements pending your receipt of deed restrictions. The following comments are offered for consideration, but no further review is required.

1. **Sheet 1 Preliminary Plat:** Block 3 Lot 10 frontage label is 103.9. Length appears to be 126.9. **Label corrected**
2. **Sheets 4, 8, and 14 Drainage Maps:** Minor contours appear to have been turned off between submissions. **Minor Contours shown**

Please contact me if you have any concerns or questions about this letter.

Sincerely,



Lee Lingenfelter, PE, CFM
Lee.Lingenfelter@mrbgroup.com

Agenda Item #6

RESOLUTION NO. 1-11-2024-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRUCEVILLE-EDDY, TEXAS APPROVING A PUBLIC AUCTION AND DISPOSITION OF SURPLUS LAND COMMONLY LOCATED AT 115 HUNGRY HILL ROAD EDDY, TEXAS 76524 BY RENE BATES AUCTIONEERS PURSUANT TO TEXAS LOCAL GOVERNMENT CODES 253.008 AND 272.001.

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

WHEREAS, the City Council of the City of Bruceville-Eddy (“City Council”), as the governing body of a municipality, is authorized by Texas Local Government Code Section 253.008 to sell real property by public auction; and

WHEREAS, the City of Bruceville-Eddy has clear title to land commonly referred to as 115 Hungry Hill Road Eddy, Texas 76524; further described legally as Eddy Extension Lot ALL Block 4 in the amount of 0.4334 acres, and as McLennan Central Appraisal District PID # 105325, and further as depicted in ‘Exhibit A’ which has been attached to this resolution; and

WHEREAS, City of Bruceville-Eddy acquired said property on February 25, 2015 through a general warranty deed from grantor Beverly Harrell Sperling in consideration for ten dollars as described in McLennan Document # 2015007448; and

WHEREAS, the City Council of the City of Bruceville-Eddy (“City Council”) requested the City Administrator to move forward with researching the legal requirements associated with the sale of this property at its October 27th, 2022 regular meeting; and

WHEREAS, the City Council of the City of Bruceville-Eddy (“City Council”), at the recommendation of the Budget Committee, approved an annual operating budget to be consistent with the revenues and expenses associated with the public auction of said real property; and

WHEREAS, City of Bruceville-Eddy does not have a current or future use for the property that would result in benefits for the public good and furthermore desires to see the property return to private ownership to promote development and support the broadening of the tax base; and

WHEREAS, the City of Bruceville-Eddy must follow bidding and public notice requirements for this land pursuant to Texas Local Government Code 272.001,

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

Section 1. The facts and opinions in the preamble of this Resolution are true and correct.

Section 2. The City Council of the City of Bruceville-Eddy Deems this property surplus and overall, unnecessary to the provision of public services.

Section 3. The City Council of the City of Bruceville-Eddy hereby grants its written consent to dispose of the said property, to the highest bidder, through the public auction process.

Section 4. The City Council of the City of Bruceville-Eddy approves the City Administrator to move forward in engaging with Rene Bates Auctioneers, Inc. for the sale of the land through our existing proposal to conduct online auctioneering services.

Section 5. The City Council of the City of Bruceville-Eddy approves the mayor to execute all legal instruments necessary for the auction AND to transfer deed and title to the highest bidder after all legal requirements have been met

Section 6. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

Section 7. This Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND APPROVED the ____ day of _____, 2024.

Mayor

ATTEST:

City Secretary

'EXHIBIT A'
Property Map



Agenda Item #7



1080 Industrial Blvd
Hewitt TX 76643
254-666-2592
866-666-2592
254-666-6044 (fax)

December 21, 2023

Re: *Equipment Maintenance Agreement*

Dear Customer:

Enclosed is the maintenance contract renewal for your Kyocera Taskalfa 3551ci copier. Once you have reviewed the Maintenance Agreement, please initial each page where applicable; sign and print your name along with your title and forward this Agreement back to us. Should you choose not to renew your contract please let me know and I will send you a Declining Maintenance Agreement Form to complete. Please note should you choose not to renew your contract we will go back and bill for any service rendered for labor, parts, travel, and toner provided after you contract expired.

Please feel free to call me if you have any questions.

We appreciate your business.

Sincerely,

A handwritten signature in black ink that reads "Kathy Ruemke". The signature is written in a cursive style with a large, looped "K" and "R".

Kathy Ruemke
Operations Manager

RECEIVED JAN 02 2024



1080 Industrial
Hewitt TX 76643

Maintenance – Service Agreement

Phone 254-666-2592
Toll Free 866-666-2592
Fax 254-666-6044
Email: admin@officesystems2000.com

Equipment Coverage

- | | | | |
|--|---|--|----------------------------------|
| <input checked="" type="checkbox"/> Copier | <input checked="" type="checkbox"/> Drum Included | <input checked="" type="checkbox"/> Toner Included | <input type="checkbox"/> Mailing |
| <input type="checkbox"/> Printer | <input type="checkbox"/> Drum Included | <input type="checkbox"/> Toner Included | <input type="checkbox"/> Other |
| <input type="checkbox"/> Facsimile | <input type="checkbox"/> Drum Included | <input type="checkbox"/> Toner Included | |

Customer Name: City Of Bruceville-Eddy City Hall

Address: 144 Wilcox Drive City: Eddy State: TX Zip: 76524

Phone: 254-859-5964 Fax: 254-859-5779 Email:

Equipment to be covered under this Agreement: (Attach additional list if applicable)

Code	Model	Serial	Term from	Term to	Beginning Meter	Type	Allowance	Rate	Over	Bill Cycle	Amount
KM	Kyocera Taskalfa 3551ci	L8H4201450	12/19/23	12/18/24	210109	B/W		\$.01	<input type="checkbox"/>	Quarter	\$ VARIES
Vendor			//	//	129249	Color		\$.055	<input type="checkbox"/>	Quarter	\$ VARIES
Vendor			//	//		Type		\$	<input type="checkbox"/>	Frequency	\$
Vendor			//	//		Type		\$	<input type="checkbox"/>	Frequency	\$
Vendor			//	//		Type		\$	<input type="checkbox"/>	Frequency	\$
Vendor			//	//		Type		\$	<input type="checkbox"/>	Frequency	\$
Vendor			//	//		Type		\$	<input type="checkbox"/>	Frequency	\$
Vendor			//	//		Type		\$	<input type="checkbox"/>	Frequency	\$
Vendor			//	//		Type		\$	<input type="checkbox"/>	Frequency	\$
Vendor			//	//		Type		\$	<input type="checkbox"/>	Frequency	\$
Vendor			//	//		Type		\$	<input type="checkbox"/>	Frequency	\$

Total \$ VARIES

Special Notes:

This agreement will automatically renew. Cancellation by either party must be in writing.
All Equipment must have an approved surge protection installed at the time Equipment is delivered.
After the agreed upon operator training period, additional training may be billed at a per hour basis and is not considered a machine related issue.

Initials _____

Maintenance – Service Agreement

1. **MAINTENANCE SERVICE:** Office systems2000, inc. Agrees to provide to the customer, during Office Systems2000, Inc.'s normal business hours which are Monday through Friday, 8:00am to 5:00pm, except holidays, the maintenance service necessary to keep the equipment in, or restore the equipment to, good working order in accordance with Office Systems 2000, Inc.'s policies then in effect. The maintenance service includes maintenance based upon the specific needs of individual equipment, as determined by Office Systems 2000, inc., and unscheduled, on call remedial maintenance. For each unscheduled service call requested by the customer, Office Systems 2000, Inc. Shall have a reasonable time for which to respond.

Maintenance will include lubrication, adjustments, and replacement of maintenance parts deemed necessary by Office Systems 2000, Inc. Along with labor cost of such maintenance. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of Office Systems 2000, Inc. Maintenance service provided under this Agreement does not assure uninterrupted operation of the Equipment.

If available, maintenance service requested and performed outside Office Systems 2000, Inc.'s normal business hours will be charged to the customer at Office Systems 2000, Inc.'s applicable time and material rates and terms then in effect, unless Office Systems 2000, Inc. and Customer have a written agreement providing after-hours maintenance service.

2. **EXCLUSIONS to MAINTENANCE SERVICE.** Maintenance service provided by Office Systems 2000, Inc. under this Agreement does not include the following
- a. Repair of damage or increase in service time caused by failure of the Customer to provide continually a suitable installation environment with all facilities prescribed by Office Systems 200, Inc., including but not limited to the failure to provide, or the failure of, adequate electrical power, electrical surges & spikes, improper electrical grounding, improper electrical outlet, etc, air-conditioning, or humidity control.
 - b. Repair of damage or increase in service time caused by: accident: disaster, which shall include but not be limited to fire, flood, water, wind, and lightning, transportation, neglect, terrorist acts; power transients: abuse or misuse, failure of the Customer to follow Office Systems 2000, Inc., or the manufacturers it represents, published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Office Systems 2000, inc.
 - c. Repair of damage or increase of service time caused by use of the Equipment for purposes other than those for which Equipment was designed
 - d. Replacement of parts which are consumed in normal Equipment operation, unless specifically included. Furnishing supplies or accessories, painting or refinishing the Equipment, performing services connected with relocation of Equipment or adding or removing accessories; attachments or other devices.
 - e. Service calls to connect copier and fax systems to Customer's networks after initial connectivity of machine at install or an agreed upon time soon after install. Maintenance Agreement does not include adding software to new workstations or network changes performed after the initial installation of the covered Equipment. These services will be performed on a per hour basis billable at the prevailing rate at time of service.
 - f. Repair of damage, replacement of parts, (due to other than normal wear) or service calls caused by use of incompatible supplies.
 - g. Complete unit replacement or refurbishment of the Equipment.
 - h. Electrical work external to the Equipment or maintenance of accessories, attachments, or other devices not furnished by Office Systems 2000, Inc.
 - i. Increase in service time caused by Customer denial of full and free access to the Equipment or denial of departure from Customer's site.
 - j. Software updates or charges associated with postal rate increases or carrier specific rate increases are not included with this Maintenance Agreement unless otherwise specified in writing and noted on this Agreement.
 - k. If Equipment is moved from the location where Equipment was originally delivered and set-up, any service calls associated with the repair of the Equipment after such move, will be billed at a per hour basis.

The foregoing items are excluded from Maintenance service, if performed by Office Systems 2000, Inc will be charged to the Customer at Office Systems 2000, Inc.'s applicable time and material rates and terms then in effect.

3. **SERVICE WARRANTY AND LIMITATION OF LIABILITY.** Office Systems 2000, Inc warrants to the Customer that the maintenance service provided herein will be performed in accordance with industry practices, and material and part furnished under this Agreement will be free of defects in material and workmanship at the time of installation. If any failure to meet the foregoing warranty appears and written notice thereof is provided to Office Systems 2000, Inc within the term of this agreement, Office Systems 2000, Inc. will correctly re-perform the services identified, or repair or replace the defective material or part provided. The foregoing service constitutes Customer's sole and exclusive remedy, THE FOREGOING WARRANTY IS IN LEAU OF ALL OTHER WARRANTIES AND OFFICE SYSEMS 2000, INC. MAKES NO ADDITIONAL WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, and ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OFFICE SYSTEMS 2000, INC. SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INDIRECT OR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSS, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE, OR LOSS OF EQUIPMENT USE, EVEN IF OFFICE SYSTEMS 2000, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS, OR FOR ANY CLAIM AGAINST CUSTOMER BY ANY OTHER PARTY.

Maintenance – Service Agreement

4. **INVOICING.** Charges for maintenance service hereunder will consist of a Basic Maintenance Charge, applicable zone charge, and if applicable, Meter Charge as stated in this Agreement. In addition, Customer shall be responsible for paying all shipping and handling charges for toner, even if this agreement is a toner inclusive contract as set forth on the Office Systems 2000, Inc. proposal or Order Agreement, in accordance with the terms stated in this Agreement. The Basic Maintenance charge may be invoiced in advance. The Meter Charge, (if applicable) or other maintenance charges will be invoiced periodically in arrears. The Basic Maintenance and Meter Charges for a partial month's service will be prorated on the basis of a thirty- (30) day month.
 - a. If Customer becomes delinquent in payment of the Maintenance Agreement, no maintenance or supplies will be delivered to the Customer until all outstanding costs are paid. All invoices are due upon receipt and are considered delinquent after thirty- (30) days.
 - b. In the event this Agreement lapses due to non-payment for a period of sixty-(60) days and the Customer wishes to enter into another Agreement with Office Systems 2000, Inc., the Agreement will not take place until the machine hereunder are in compliance with service specifications as mutually agreed upon by the parties.
 - c. If Customer terminates this Agreement before its expiration, Customer shall not be entitled to a refund of any amount paid under this Agreement.
 - d. If the covered machine is used regularly by more than one-(1) shift of personnel, the charges set forth herein shall increase by fifty-(50) percent for each additional shift regularly using the machine. In the event that said covered machine is used in a high volume environment, the term of said Maintenance Agreement may be adjusted to charge based on a cyclical count rather than calendar days.
5. **ACCESS.** Customer shall grant to Office Systems 2000, Inc. service personnel full and free access to the equipment to provide maintenance service and engineering changes thereon, subject only to the Customer's security regulations.
6. **ENGINEERING CHANGES.** Engineering changes determined applicable by Office Systems 2000, Inc. would be controlled and installed by Office Systems 2000, inc. on Equipment covered by this Agreement. Engineering changes which provide additional compatibility's to the Equipment covered herein will be made at the Customer's request at Office Systems 2000, Inc. applicable time and, material rates and terms then in effect.
7. **EQUIPMENT TRANSFER.** Any transfer of Equipment covered by this Agreement to a person other than the Customer listed herein, or to a location outside of Office systems 2000, Inc.'s normal servicing area will result in an adjustment of charges to the applicable rate for the new zone.
8. **ASSIGNMENT.** This Agreement shall be binding on and insure the benefits of the parties to it and there respective heirs, legal representatives, successors and assigns. Office Systems 2000, Inc. reserves the right to delegate its duties hereunder to one of more independent contractors. This Agreement shall not be assigned by Customer without prior written approval of Office Systems 2000, Inc., and any attempted assignment in violation of this provision shall be void.
9. **ALL MODIFICATIONS TO BE IN WRITTING.** No variations or modifications of this Agreement, weather by Customer's purchase order or otherwise, and no waiver of any of the Agreement's provisions or conditions shall be binding unless in writing and signed by duly authorized agents of Office Systems 2000, Inc. and Customer.
10. **WAIVER.** The waiver of any breach or default under this Agreement by either party shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver or any other breach or default. No claim or right arising out of a breach of this Agreement can be discharges in whole or in part by a waiver or renunciation of a claim or right unless the waiver or renunciation is in writing and signed by an officer of the aggrieved party.
11. **FORCE MEJEURE.** Office Systems 2000, Inc. shall not be responsible for failure to render service due to causes beyond its reasonable control.
12. **NOTICES.** Services of all notices under this Agreement shall be in writing and sent by first class mail, postage pre-paid, and addressed to the last known address of the party to be served therewith. Notices sent by certified mail, return receipt requested, shall be presumed to have been received.
13. **METER CHARGES.** Customer also agrees to pay the monthly meter charges listed herein for each copy made on copiers under this Agreement. The initial quarter following installation will include the first partial month (if applicable) and will be prorated. Customer shall provide meter readings, on a quarterly, basis. If Customer does not provide such meter readings on a timely basis, Office Systems 2000, Inc. has the right to bill Customer for, and receive payment from Customer based on, Office Systems 2000, and Inc.'s reasonable estimate of such readings. If toner is included under this Agreement, the agreed upon pricing only covers the supply of quantities of up to ten percent - (10%) over the standard yield for the specific type(s) of toner model(s); to the extent that Office Systems 2000, Inc. supplies toner in excess of this amount, Customer will pay Office Systems 2000, Inc. for excess toner according to Office Systems 2000, Inc.'s then current standard supply cost pricing.
14. **PER IMAGE CHARGES.** Per image charges are based on average page coverage. All Black and White image charges are based on 6% average page coverage. Color image charges are also based on 6% average page coverage. These percentages are based on 8.5x11 sheet of paper. You agree that Office Systems 2000, Inc. may proportionately increase or decrease your Per Image Charges at anytime should the average page coverage increase or decrease during the term of this Agreement. In addition, to the foregoing, Customer also agrees that each year during the



Maintenance – Service Agreement

term of this Agreement, Office Systems 2000, Inc. may increase both the Base per Image Charge and the Excess per Image Charge on an annual basis in the amount determined in Office Systems 2000, Inc. discretion, but not to exceed ten percent (10%) of the then existing payment and charge. Any such annual increases made by Office Systems 2000, Inc. will be effective as of the anniversary date of this Agreement.

- 15. CONSUMABLE SUPPLIES. All consumable supply items are excluded from this Agreement, (i.e. paper, staples, brushes, sponges, ink cartridges, labels, imaging units, etc.) unless specifically listed on the front of this Agreement. This Agreement does not include the installation of any consumables supplies. All consumable supplies used in the Equipment covered by this Agreement must be approved by the Equipment manufacturer. In the event unauthorized consumable supplies are used in the covered Equipment, this Agreement will become void. This Agreement does not hold Office Systems 2000, Inc. liable for the Customer’s expenses or loss of income while machines are out of operation. This Agreement does not include shipping and handling charges or hand delivery charges associated with delivery of supplies covered under this Agreement.
 - a. It is the Customer’s responsibility to maintain and adequate supply inventory. In most cases, when Agreement includes toner, Office Systems 2000, inc. expects that very Customer will maintain a shelf supply of one (1) toner cartridge with one additional cartridge installed in the covered Equipment. Supplies should be pre-ordered as needed and customer should allow 5-7 business days for order processing and delivery. If supplies are needed in an emergency situation, Customer may be billed for an additional delivery charge.
- 16. ENTIRE AGREEMENT This Agreement superceded and terminates any and all prior Agreements, if any, whether written or oral, and all communications between the parties with respect to the subject matter of the Agreement. The Customer agrees that it has not relied on any representation, warranty, or provisions not explicitly stated in this Agreement, that no oral statement has been made to it in any way tend to waive the terms or conditions of the Agreement, and it is a complete and exclusive statement of those terms. These terms and conditions shall prevail notwithstanding any prior additional or different terms and conditions of any purchase order or any other document submitted by Customer in respect to the services to be provided hereunder. Your signature confirms acceptance o f the terms and conditions. This Agreement will automatically renew annually unless either party gives a thirty- (30) day written notice to cancel Agreement.

OFFICE SYSTEMS 2000, INC.

CUSTOMER ACCEPTANCE

Kathy Ruemke
Signature of Authorized Representative

Signature of Authorized Representative

Kathy Ruemke

Printed Name

Printed Name

Operations Manager

Title

Title

12/21/2023

Date

Date

Initials _____