



The City of Bruceville-Eddy Rising into the Future

144 Wilcox Drive
Eddy, Texas 76524

www.bruceville-eddy.us

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

**Regular City Council Meeting
October 24, 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. 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. BEVFRD Fire Chief’s End of Year Report - Ron Engelke

5. GLO RCP Grant Award Resolution

Council to discuss, consider, and possibly take action to adopt resolution R 10-24-2024-2 awarding an application and planning contract related to a Resilient Communities Program planning grant.

6. Water System Tap and Meter Fees

Council to discuss, consider, and possibly take action regarding city policy relating to the installation of water meters and taps; specifically, the costs charged to new or previous customers where a meter has been removed at either the request of the customer or due to non-payment.

7. Proposal for Engineering Services – Old Bethany Water Main Improvements

Council to discuss, consider, and possibly take action to approve the City Administrator to enter into a proposal for professional engineering services with MRB Group, P.C. for the upgrade of an existing 6-inch water main along Old Bethany Road, two creek crossings with direction boring and encasement, and the replacement of a non-functional PRV vault.



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8. Wastewater System - Amendments to Owner-Engineer Agreement

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

9. Open Public Hearing – Zoning Change from Single-Family Dwelling District-1 to General Business District: 202 Eagle Drive Eddy, Texas 76524

Council to hear public comments pertaining to an owner initiated zoning change on property located at 202 Eagle Drive Eddy, Texas 76524, containing a total of 0.998 acres; further described as being located within the City limits of Bruceville-Eddy in-between Eagle Drive and Evergreen Street, from its current designation of Single-Family Dwelling District-1 to General Business District.

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.

10. Close Public Hearing – Zoning Change from Single-Family Dwelling District-1 to General Business District: 202 Eagle Drive Eddy, Texas 76524

11. Zoning Change from Single-Family Dwelling District-1 to General Business District: 202 Eagle Drive Eddy, Texas 76524

At the request of the property owner, Council to discuss, consider, and possibly take action to approve ordinance O 10-24-2024-1; containing a total of 0.998 acres; further described as being located within the City limits of Bruceville-Eddy in-between Eagle Drive and Evergreen Street, from its current designation of Single-Family Dwelling District-1 to General Business District; and amending the official Zoning Map of the City of Bruceville-Eddy, McLennan County, Texas to rightly reflect said changes.

12. Lease and Maintenance Service Agreement – Copier Services

Council to discuss, consider, and possibly take action on a lease proposal and maintenance service agreement with Texas Document Solutions for the provision of copier services.

13. Police Chief's Report – Chief Michael Dorsey

14. Oath of Office – Chief Michael Dorsey

Chief Michael Dorsey will formally administer the Oath of Office to our new School Resource Officer, Stephen Presnull

15. Public Works Director's Report – Gene Sprouse

16. Engineering Reports

17. City Administrator's Report – Kent Manton



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18. 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 26, 2024 Regular Council Meeting and workshop.

B. 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 agreement with Mrs. Wendy Milliman; for the purpose of providing cleaning services to both City Hall and the Police Department. This agreement will replace the current version that expires January 31, 2025.

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

Council to discuss, consider, and possibly take action on resolution R 10-24-2024-1; castings four (4) votes for candidates to the McLennan Central Appraisal District Board of Directors.

20. Open Public Hearing – Zoning Changes Related to Bed and Breakfast and Short-Term Rental Facilities

Council to hear public comments pertaining to proposed land use classifications for bed and breakfast and short-term rental facilities. The proposed land use classifications would regulate all zoning districts throughout the corporate limits of the City of Bruceville-Eddy and are not specific to any one parcel.

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.

21. Close Public Hearing – Zoning Changes Related to Bed and Breakfast and Short-Term Rental Facilities

22. Zoning Changes Related to Bed and Breakfast and Short-Term Rental Facilities

Council to discuss, consider, and possibly take action to approve ordinance O 10-24-2024-2; creating new land use classifications for bed and breakfast and short-term rental facilities; amending the official zoning regulations (Exhibit 14A Zoning Ordinance) of the City of Bruceville-Eddy, McLennan County, Texas to rightly reflect said changes.

23. Electrical Testing and Evaluation Report: Friendly Oaks Well - McCreary & Associates, INC

Council to discuss, consider, and possibly take action on a report and recommendations from McCreary & Associates, INC. in regards to the electrical issues experienced at the Friendly Oaks Well Site.



The City of Bruceville-Eddy, Rising into the Future

144 Wilcox Drive
Eddy, Texas 76524

www.bruceville-eddy.us

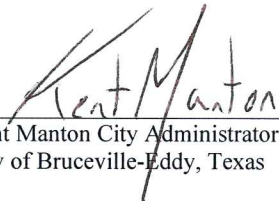
Phone: (254) 859-5964
Fax: (254) 859-5779

24. 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 18th day of October, 2024 at 8:30 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

10/18/2024
Date: _____



RESOLUTION R 10-24-2024-2

A RESOLUTION OF THE CITY OF BRUCEVILLE-EDDY TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER SELECTION FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION (CDBG-MIT) RESILIENT COMMUNITIES PROGRAM THROUGH THE TEXAS GENERAL LAND OFFICE (GLO).

WHEREAS, participation in CDBG-MIT programs requires implementation by professionals experienced in the planning/administration/project delivery of federally-funded projects and creation of planning documents;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for administration and planning services has been completed in accordance with the GLO requirements;

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources

NOW, THEREFORE, BE IT RESOLVED:

- Section 1. That Public Management, Inc. is selected to provide application and project-related **planning/administration/project delivery services** for CDBG-MIT program(s).
- Section 2. That a cost-price analysis has been conducted and determined the proposed fee to be appropriate and reasonable based upon program requirements and rules.
- Section 3. That any and all project-related services contracts or commitments made with the above-named service provider(s) are dependent on the successful negotiation of a contract with the service provider(s).

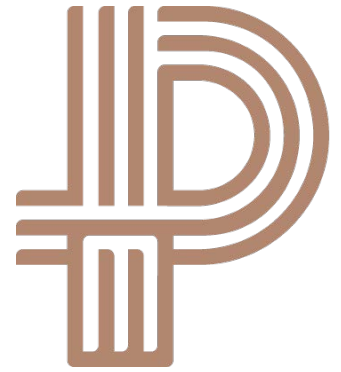
PASSED AND APPROVED ON _____, 2024.

APPROVED:

Mayor

ATTEST:

City Secretary



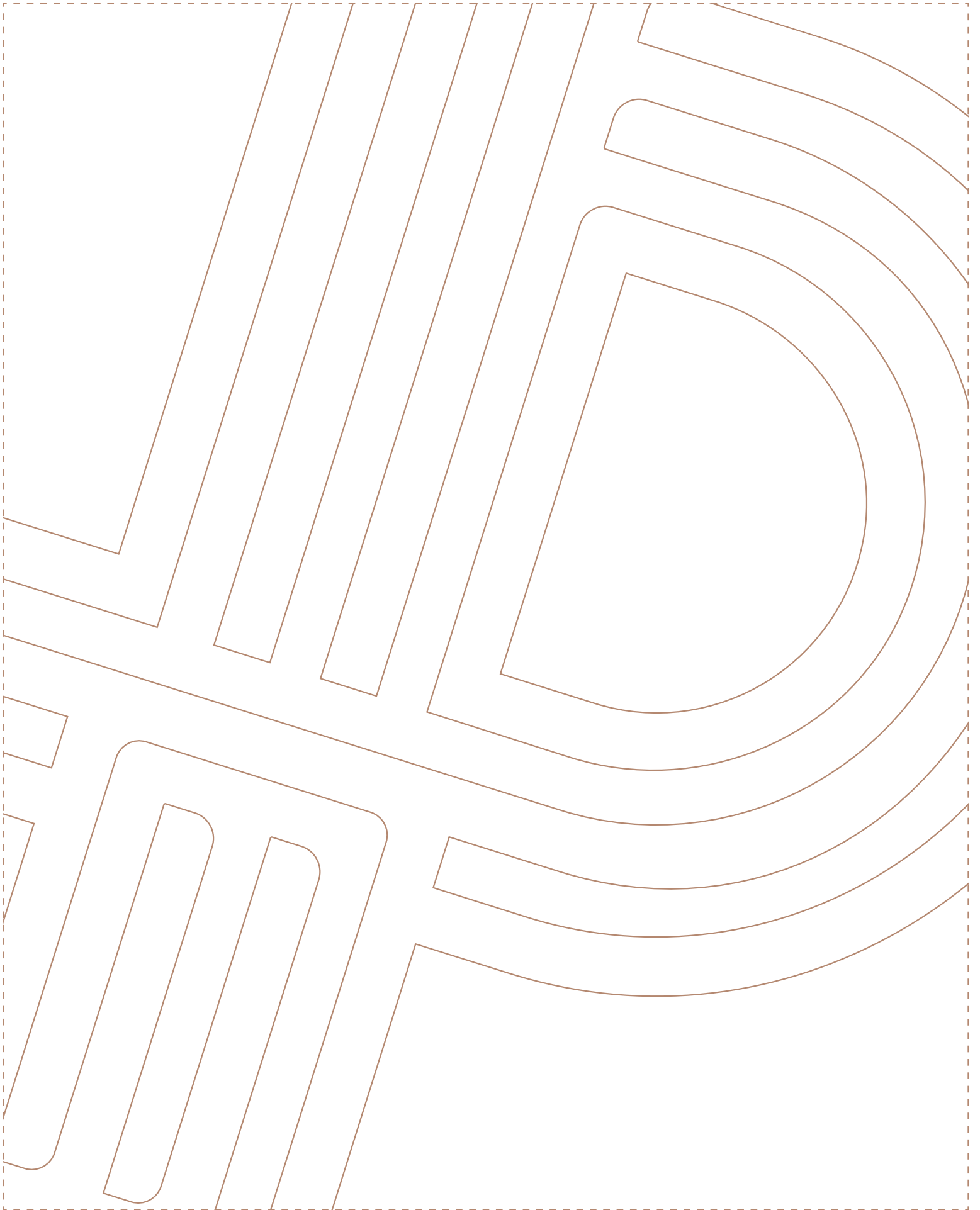
WORKING TO BUILD VIBRANT AND SUSTAINABLE COMMUNITIES.
COMMITTED TO IMPACTFUL SOLUTIONS.
DRIVEN TO MAKE A DIFFERENCE.



REQUEST FOR PROPOSAL: CITY OF BRUCEVILLE-EDDY

PROFESSIONAL PLANNING
& ADMINISTRATIVE SERVICES

TEXAS GENERAL LAND OFFICE (GLO)
COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION
(CDBG-MIT) RESILIENT COMMUNITIES PROGRAM (RCP)



September 27, 2024

Kent Manton
City Administrator
City of Bruceville-Eddy
144 Wilcox Dr.
Eddy, TX 76524

RE: City of Bruceville-Eddy Request for Proposal (RFP) for Professional Planning and Administrative Services for Community Development Block Grant - Mitigation (CDBG-MIT) Resilient Communities Program (RCP)

Dear Mr. Manton:

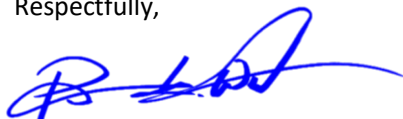
We are excited for the opportunity to submit this proposal to the City of Bruceville-Eddy for Planning and Administration Services associated with the Resilient Communities Program (RCP). We have assembled a highly qualified team that will be dedicated to identifying and implementing this funding opportunity.

To date, Public Management, Inc. has guided its clients to over \$1 billion in funding initiatives which span multiple state and federal funding sources. Of this amount over \$750 million is associated with disaster recovery initiatives. More importantly, our Team has successfully secured and managed over \$3 million for various comprehensive planning projects.

For over forty years our Team has been dedicated to the mission of Building Vibrant and Sustainable Communities. Our performance and longevity are examples of our ability to deliver the needs of our clients and achieve our mission. Additionally, our extensive knowledge of the regulations and procedures of federal programs makes us well-equipped to assist the City with both day-to-day program management as well as high level policy issues. The Public Management, Inc. team has implemented state and federal programs throughout the region for decades and will be able to effectively and efficiently assist all coordination related to this funding.

As President and CEO for Public Management, Inc., I have full authorization to commit the necessary staff resources to ensure that these services meet the City's standards. Additionally, I will certify our fee, as detailed in the Proposed Cost of Services section of this proposal, for a period of ninety (90) days and will acknowledge the terms and conditions resulting in an awarded contract. We are grateful for the opportunity to submit this proposal to the City and look forward to working with you on this much needed project!

Respectfully,



Patrick K. Wiltshire
President and CEO

INTRODUCTION

Public Management, Inc. is more than a consultant. We do more than grant management and offer much more than typical planning services. We help communities, big and small, in the pursuit of prosperity.

CHAMPIONS FOR TEXAS TOWNS

Public Management, Inc. was founded to help Texas communities navigate the challenges faced when pursuing prosperity for their cities and towns. We empower our clients to grow and improve the quality of life for their residents through sound planning, financing, and management initiatives. We believe in the potential of every Texas city and town and exist to build vibrant and sustainable communities.

Established in 1982, Public Management, Inc. is an employee-owned, private consulting firm operating in the state of Texas. The following Team will be dedicated to assisting with the development and implementation of the proposed project.



PATRICK K. WILTSHIRE

President



MICHAEL MIGAUD

Chief Operations Officer



KENNETH COIGNET

Vice President



DALTON AIKEN

Planner/GIS Manager

For over 40 years, Public Management, Inc. has assisted many political subdivisions in the state of Texas who find themselves in need of professional planning, management or financial services. These institutions either do not have the qualified staff to administer a special project or they have qualified staff that does not have the time to devote to a special project or issue. Public Management, Inc. seeks to fill that void with a small team of expert individuals and support services.

Public Management, Inc. provides a high level, hands on, responsive approach to meeting the needs of the client. With a staff of highly qualified employees, Public Management, Inc. is uniquely positioned to scale operations to the needs of the client. As a small firm of reliable experts with nimble capabilities, Public Management, Inc. focuses our collective expertise on accomplishing the objectives of the client.

INTRODUCTION

A COMPANY FOR THE FUTURE

Public Management, Inc. has been committed to Texas for decades. With our Team of energetic and purpose driven individuals, we are positioned to provide unparalleled service. Our passion runs deep and our commitment is guaranteed. We are excited for the next forty years.

BY THE NUMBERS

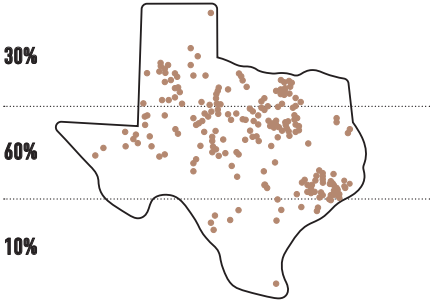
OVERVIEW

1982 - Present



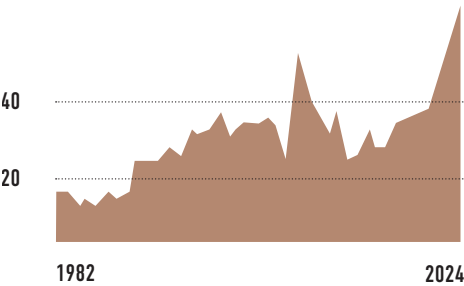
PROJECTS BY REGION

1982 - Present



COMMUNITIES IMPACTED

1982 - Present



CLIENT FUNDING

1982 - Present



Government Codes

Employer Identification Number: 76-0361938
Unique Entity ID: DL1PFHMDM786
Duns Number: 945630507
NAICS: 541611

Litigation History

None

Financial Solvency

Public Management, Inc. has been in continuous operation for over 40 years. The corporation maintains stringent fiscal policy with prudent budget operations. Public Management, Inc. has a healthy financial outlook with little to no debt.

Conflicts

None

INTRODUCTION

OFFICE LOCATIONS

Public Management, Inc. currently operates five office locations: two physical offices and three satellite offices.



HOUSTON, TX

Public Management, Inc. headquarters is located at 15355 Vantage Parkway West, Suite #360, Houston, Texas 77032. This office location serves the South and Southeast Texas region and is the main company office from which all corporate administration and support services originate.

GRANBURY, TX

The Granbury office services the Dallas-Fort Worth Metroplex and is located at 201 E. Pearl St., Granbury, Texas 76048.

SATELLITE OFFICES

ABILENE, TX

Abilene serves as the satellite office for the West Texas region.

MCKINNEY, TX

McKinney serves as the satellite office for the Dallas-Fort Worth region.

SAN ANTONIO, TX

San Antonio serves as the satellite office for the Houston and West Texas region.

PROPOSAL STRUCTURE

This proposal is organized in a fashion that should be clear and concise to the reviewers. Specifically, we have submitted the requested information in a manner that will highlight the vast experience and history of Public Management, Inc. The Introduction section will provide the overall impact that Public Management, Inc. has had on its clients around the state. The Scope of Work section details our specific project approach and methodology for this RFP, as well as provides a description of the services that will be conducted. The Experience section lists all relative projects that have been managed by Public Management, Inc. The References section provides specific contacts of clients that Public Management, Inc. is working with or has completed work for. The Team section highlights the individuals with Public Management, Inc. that will be assigned to this contract. The Contract section provides a proposed Allocation Administration and Management Services contract with all associated contract inclusions as well as proposed cost. Within the Required Forms section all pertinent RFP submittals will be located.

PRESENTATION OF EXPERTISE

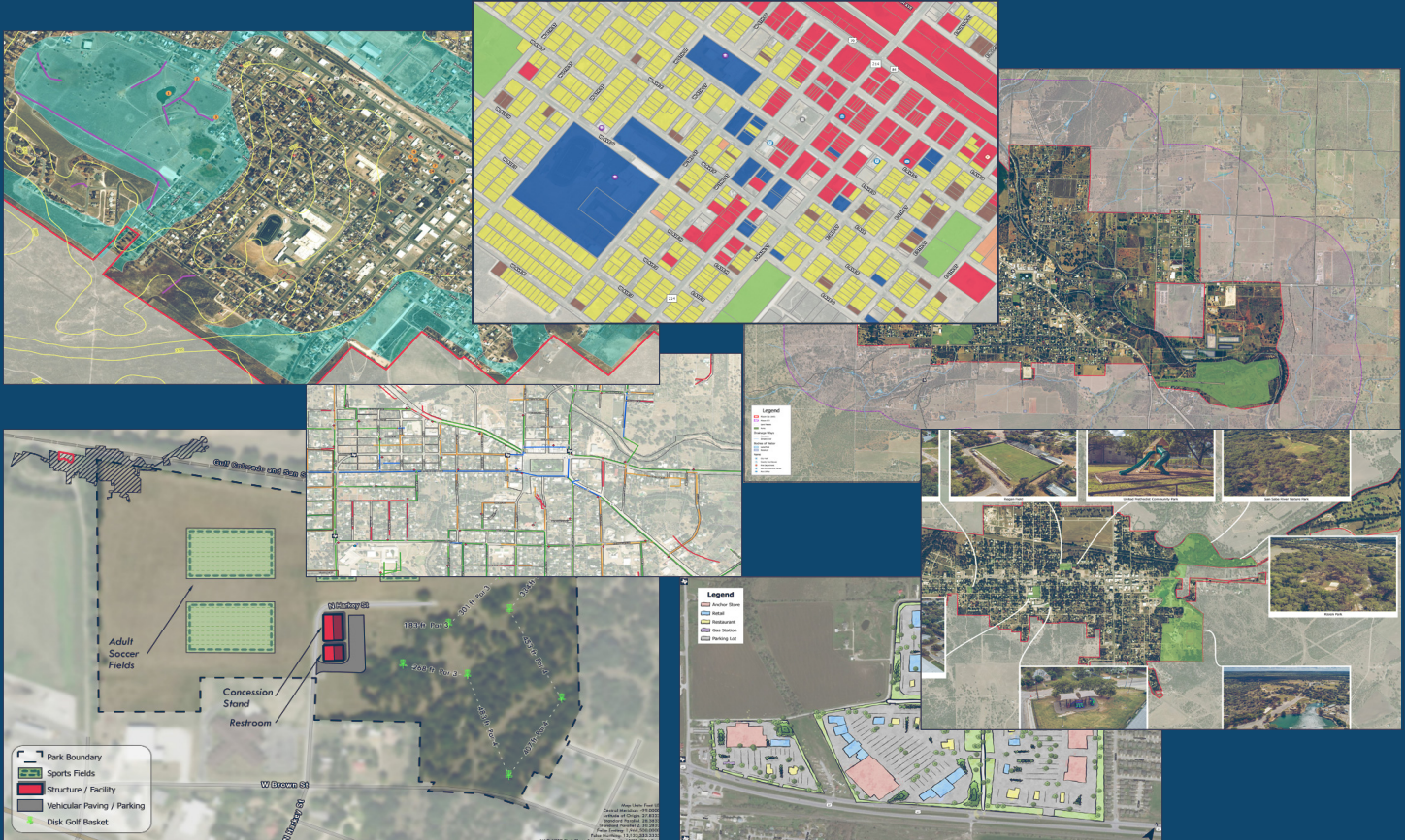
"Public Management, Inc. has been an excellent partner for Chambers County for more than a decade. Their team offers a wealth of knowledge and does an excellent job of guiding our County through the grant application, administration, and auditing process. They are always accessible and answer every question that we have. We are looking forward to continuing to work with Public Management, Inc. in the future."

- Chambers County



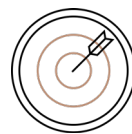
DECADES OF EXPERIENCE

Public Management, Inc. has been committed to aiding Texans since 1982. Our team collectively has decades of experience managing over 1,000 projects for more than 225 cities and towns across the state. With client funding ranging from \$10,000 to \$100 million, our people are equipped with the right tools and knowledge to ensure the successful implementation of federally funded projects.



COMPREHENSIVE PLANNING

Our company has been developing comprehensive planning and mapping for jurisdictions all over Texas. Our team is familiar with the needs of rural Texas communities and is able to impart our experience into various planning efforts. From population and housing assessments, to utility studies and land uses, we are equipped with the right tools and expertise to provide sound planning services for the City.



SUCCESSFUL IMPLEMENTATION

The Public Management, Inc. Team has successfully secured and managed Community Development Block Grant (CDBG) comprehensive planning initiatives for over three decades. All planning initiatives provide valuable data, mapping, and forward thinking solutions to community needs. Our experience with CDBG funding, coupled with our planning and mapping expertise, make us well equipped to serve the City.

PLANNING IMPACT

Our collective efforts to provide planning services for more than 75 communities, securing over \$3.2 million for these services, have not only prepared the communities for the future, but we have continued to serve them by securing funding to implement capital initiatives.

Respect



PLANNING OUTREACH

Through community surveys, stakeholder interviews and staff input our process ensures we understand priorities and craft practical solutions.

Protect



VISIONING

Our field work, physical surveys, and community assessment will coordinate visioning sessions and establish the communities unique identity.

Facilitate



PLAN IMPLEMENTATION

With coordinated efforts to address needs identified within the plan, our Team will match priorities with funding sources and facilitate planning updates to align with ongoing community goals.

PATRICK K. WILTSHIRE

PRESIDENT



EXPERIENCE

JAN. 2015 - PRESENT
Public Management, Inc.

PRESIDENT

Supervisory authority over all Company operations including, but not limited to, project assignment and management; personnel policies; daily operational functions and policies; financial operations; business development; and resource allocation. Coordinates short and long range strategic planning which aim to enhance and/or develop, implement, and enforce policies and procedures that will improve the overall operation and effectiveness of the corporation. Cultivates a Client-Based approach to service delivery, addressing the needs of each client in ways that optimize performance and address quality of life needs. Promotes a culture of high performance and continuous improvement that values learning and a commitment to quality.



Implemented unique Project Management Software to improve overall management and project efficiencies.

JAN. 2014 - DEC. 2014
Public Management, Inc.

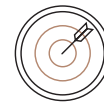
CHIEF OPERATIONS OFFICER



Managed or directed over \$500 million project initiatives

DEC. 2009 - DEC. 2013
Public Management, Inc.

PROJECT MANAGER



Coordinated programmatic Improvements to various CDBG programs (TDA, GLO)

EDUCATION

AUG. 2007 - DEC. 2009
Texas A&M University
Corpus Christi, Texas

M.A. PUBLIC ADMINISTRATION

Areas of Concentration: Policy Analysis, Budgeting, Planning

AUG. 2001 - MAY 2006
Missouri Valley College
Marshall, Missouri

B.A. CRIMINAL JUSTICE & SOCIOLOGY

Areas of Concentration: Sociology, Criminal Justice, & English

CONTACT



PUBLIC MANAGEMENT, INC.
15355 Vantage Pkwy. West, Ste. 360
Houston, TX 77032



EMAIL
pwiltshire@publicmgt.com



PHONE
281-592-0439 x28



KENNETH J. COIGNET

VICE PRESIDENT



EXPERIENCE

JAN. 2015 - PRESENT
Public Management, Inc.

VICE PRESIDENT

Supervisory authority over all company business opportunities, including but not limited to, past, current, and future grant funded programs; past, current, and future clients; new business ventures; and business sustainability practices. **As the Senior Planner he** works closely with the CEO & CFO to develop potential business deals by analyzing market strategies, deal requirements, potential and **financials**. In addition, the Business Development Director develops negotiating strategies and positions by studying integration of new venture with company strategies and operations; examining risks and potentials; estimating partners' needs and goals.



Helped achieve programmatic improvements to planning program

NOV. 1999 - JAN. 2015
Public Management, Inc.

PROJECT MANAGER & PLANNER



Managed and directed over 50 comprehensive plans

NOV. 1998 - OCT. 1999
Public Management, Inc.

ASSISTANT PLANNER & HOUSING SPECIALIST



Serves as Senior Planner and directs business relationships with clients

EDUCATION

JUNE 1995 - DEC. 2001
Southwest Texas State Univ.
San Marcos, Texas

M.A. GEOGRAPHY

Areas of Concentration: Land/Area Development and Management

AUG. 1985 - DEC. 1991
Southwest Texas State Univ.
San Marcos, Texas

B.S. GEOGRAPHY

CONTACT



PUBLIC MANAGEMENT, INC.

P.O. Box 762648
San Antonio, TX 78245



EMAIL

kcoignet@publicmgt.com



PHONE

281-592-0439 x30



**PUBLIC
MANAGEMENT**
EST. 1982

DALTON AIKEN

PLANNER & GIS MANAGER



EXPERIENCE

MARCH 2020 - PRESENT
Public Management, Inc.

PLANNER & GIS MANAGER

The Project Manager is responsible for preparation of all necessary compliance documentation and management of compliance issues client projects. This includes the collection of data and preparation of reports, forms, and studies for client projects. Engage and advise community leaders on management, planning and financial best practices. Coordinate project outreach and initiate project status meetings. Deliver presentations to governing bodies and equip community leaders with quality information. Accomplish project objectives by planning and evaluating project activities. Encourages and develops business with existing and potential clients.



Currently manages various planning and community development projects



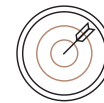
Provides all GIS Mapping and analytics for north and west Texas Regions

FEB. 2020 - JUNE 2020
GEODynamics

TESTING OPERATOR

JAN. 2019 - FEB. 2020
Sight Glass Flights

DRONE OPERATOR & DATA COORDINATOR



Drone certified & State certified project manager

EDUCATION

AUG. 2013 - MAY 2017
University of North Texas
Denton, Texas

B.S. GEOGRAPHY

CONTACT



PUBLIC MANAGEMENT, INC.
312 South Morgan Street
Granbury, TX 76048



EMAIL
daiken@publicmgt.com



PHONE
281-592-0439



MICHAEL MIGAUD

CHIEF OPERATIONS OFFICER



EXPERIENCE

2024 - PRESENT

Public Management, Inc.

CHIEF OPERATIONS OFFICER

Supervise corporate operational activities including but not limited to personnel and staff development, project management and reporting, and service deployment. Work closely with the CEO to develop successful execution of business strategy by establishing short and long term strategic goals, performance goals, resource allocation, and overall business objectives. Mentor and develop staff using a supportive and collaborative approach - assign accountabilities; set objectives; establish priorities; and monitor and evaluate results.



Secured over \$100 million in disaster recovery & mitigation and community development contracts in various regions.

2020 - 2023

Public Management, Inc.

PROJECT MANAGER



Leads Project Management efficiencies and data analysis for contract compliance and overall program implementation.

2019 - 2020

The Texas Lyceum

HOUSING POLICY FELLOW



Envision Sustainability Professional (ENV SP) Certified

EDUCATION

AUG. 2018 - MAY 2020

Texas A&M University
College Station, Texas

MASTER OF PUBLIC ADMINISTRATION

Areas of Concentration: Public Policy Analysis and Analytical Methods

AUG. 2014 - MAY 2018

Texas A&M University
College Station, Texas

B.A. POLITICAL SCIENCE

B.A. PHILOSOPHY

CONTACT



PUBLIC MANAGEMENT, INC.

15355 Vantage Pkwy. West, Ste. 360
Houston, TX 77032



EMAIL

mmigaud@publicmgt.com



PHONE

281-592-0439 x34



**PUBLIC
MANAGEMENT**
EST. 1982

PROPOSED COST OF SERVICES

“The City of Baytown has successfully worked with Public Management, Inc. over 10 years. Public Management has assisted with obtaining new funding sources, managing the complicated grant funding for infrastructure projects, and monitoring all disaster funding for Baytown. Their team is composed of consummate professionals and deliver excellent, knowledgeable customer service. They have been a great liaison with the county and state officials as they speak their language and have a crystal-clear understanding of the convoluted regulations.”

- City of Baytown



September 27, 2024

Kent Manton
City Administrator
City of Bruceville-Eddy
144 Wilcox Dr.
Eddy X 76524

RE: Proposed Cost Structure, Letter of Profit Statement and Negotiation

Dear Mr. Manton:

Public Management, Inc.'s proposed fee for Planning and Administrative Services are based on the various eligible planning elements described in the RFP and further detailed on the following page. Based on our understanding of need, including all applicable planning elements and the amount eligible for the City to request, our proposed fee is \$200,000.00.

To comply with federal procurement regulations at 2 CFR 200.323, a non-Federal entity must evaluate costs and negotiate profit as a separate element of the price for each contract in which there is no price competition and in cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

As detailed on the following page, our fee schedule and hourly rates are in-line with other established schedules by similar federal programs (FEMA, CDBG, etc.). Of this fee, our level of profit is approximately 5-10%. We believe this profit level is justifiable for several reasons: the extensive work Public Management, Inc. undertakes in preparing project start-up and mapping documents; complete contract management and coordination with all vendors and contractors; labor standards requirements; financial management oversight; procurement compliance; contract closeout; as well as our investment in hiring and training highly qualified project managers; and the quality of our past work as demonstrated in our proposal.

Since the City must review our proposed costs and consider our profit and negotiate it separately from our overall contract price, please accept this letter as the attachment to our proposed fee.

Respectfully,

Patrick K. Wiltshire
President



RESILIENT COMMUNITIES PROGRAM

Texas General Land Office
Community Development & Revitalization

The Texas General Land Office (GLO) allocated up to \$100 million in Community Development Block Grant Mitigation (CDBG-MIT) funds for the Resilient Communities Program (RCP). The RCP will fund the development, adoption, and implementation of modern and resilient building codes and flood damage prevention ordinances to ensure that structures built within the community can withstand future hazards.

RCP launches June 1, 2022.
More information and the application are available at
recovery.texas.gov/rcp.

Communities are encouraged to also learn about RCP's companion program, the Local Hazard Mitigation Plans Program (LHMPP), which is actively accepting applications. Visit LHMPP's web page at recovery.texas.gov/mitigation/lhmpp.

▶ Eligibility Criteria

Applications will have a maximum of \$300,000 per applicant, first-come first-served.

At least 50% must address mitigation needs in the CDBG-MIT most impacted and distressed (MID) areas identified by the United States Department of Housing and Urban Development (HUD).

▶ Eligible Applicants

Units of local government (e.g., cities, counties, federally recognized tribes, and councils of governments) located in a CDBG-MIT eligible area. Entity must have legal authority to adopt and enforce the building code, zoning ordinance, land use plan, and/or comprehensive plan proposed in the RCP application.

Planning Activities

Develop, update, adopt, and implement:

- **BUILDING CODES** that meet or exceed International Residential Code (IRC) edition 2012;
- **FLOOD DAMAGE PREVENTION ORDINANCES**
 - Must require new structures to be at least 2-feet above base flood elevation;
- **ZONING ORDINANCES**
 - based upon a land use plan or comprehensive plan; and
- Forward-looking **LAND USE PLANS** and/or **COMPREHENSIVE PLANS** that integrate hazard mitigation planning.

Public Service Activities

Activities leading to an increase in community knowledge and/or the National Flood Insurance Program's voluntary Community Rating System's (CRS) incentive program.

Examples include education and outreach campaigns that alert communities and beneficiaries to mitigation opportunities and best practices.

Public Service activities must meet a HUD national objective.

▶ Technical Assistance

RCP staff is available to assist potential applicants with understanding how the program can best assist in meeting the needs of the community with regard to mitigation activities, such as modern building code adoption, that increase the resilience and reduce the likelihood of losses of life and property from future disasters.

 RCP Contact information: (512) 770-4900

 rcp.glo@recovery.texas.gov

APPROACH & METHODOLOGY

"I highly recommend Public Management, Inc. services to any organization. We've worked with them for over two decades, and had a great experience. Their knowledge has enabled us to receive grants for utility lines in our low to moderate income areas multiple times, where there is a real need. The impact this has made on our community can't be put into words. The team at Public Management, Inc. is always professional, organized and highly experienced. We look forward to working with them on all our grant needs in the future."

- City of El Campo

WE HELP COMMUNITIES IN PURSUIT OF PROSPERITY.

In addition to securing funds to help meet their goals, communities count on our team to plan, research, navigate and manage the entire process.

METHODOLOGY

The Team will immediately begin conducting an application assessment and project development meetings to familiarize all parties with the schedule of the proposed funding source, necessary documents, and procedural compliance. These will set the stage for comprehensive understanding of the program and allow the Client to secure funding.

The Team will maintain constant communication to ensure all parties are aware of the project status for successful application submittal. Once an application is submitted, the Team will monitor the review and scoring process and report the status back to the Client. If an application is scheduled for award, the Team will notify the Client of the results and discuss next steps and important procedures to undertake in order to be prepared for contract initiation.

Upon successful contract development, the Team will work with the appropriate funding and/or administrative agency to ensure that all review and approval requirements are met so that awards will be made. The Team will utilize a project management system to track projects from application development to contract closeout. This system will ensure accountability, efficiency, and effectiveness.

PLANNING PRINCIPLES



RESPECT

Respect community input, understand priorities and craft practical solutions to improve quality of life.



PROTECT

Protect the community's unique identity by honoring traditions and local character in the long-term vision



FACILITATE

Facilitate long-term partnerships to ensure successful plan implementation.



PRE-FUNDING SERVICES

Let's start at the beginning, when your project is little more than a "What if?" Working together, we help your community define what's important and look ahead to what's next.

Application Preparation

The Team will prepare the application as directed by the Client to apply for available funding sources adherent to the state and federal agencies guidelines. The Team will coordinate all activities and other service providers with regard to the preparation of the application.

1. SCHEDULE DEVELOPMENT

Evaluate funding requirements and develop an application timeline. Focus will be given to major development milestones with required deliverables.

2. PROGRAM REVIEW

Present program details and application requirements. Cover submission requirements and critical document development.

3. MEETING COORDINATION

Facilitate meetings (stakeholders, engineer, staff, etc.) to ensure application and schedule compliance.

4. PLANNING ASSESSMENT

Work with staff to identify and prioritize needs. Develop an action plan to address these needs and implement the community needs assessment strategy.

5. MAPPING EVALUATION

Consider mapping needs which will compliment the community planning efforts and present planning elements in an easy to understand visual context.

6. CITIZEN PARTICIPATION

Coordinate public meetings and outreach efforts that are defined in the local Citizen Participation Plan. In some cases, this may include the development of appropriate citizen participation plans.

7. APPLICATION COMPLETION & SUBMISSION

Compile finalized application material, including approved budget and project impact detail, and prepare for submission. Complete electronic records will be maintained for reference.



POST-FUNDING SERVICES

A little help and guidance can go a long way toward building your community. Whether it's for three months or 30 years, we'll show up, step up, and go to work as an extension of your team.

1. ADMINISTRATIVE DUTIES

The Team will coordinate all program elements to effectuate successful project development. This includes stakeholder meetings to determine goals/objectives, reporting and project progress dissemination, as well as overall contract maintenance. The development of clear communication between the Client and any other appropriate service providers will allow the Team to act as the liaison in all matters concerning the project.

2. BASE PLANNING

Our Land Use, Housing, and Population planning services provide you with an understanding of your current housing needs and population status as well as both existing and future land uses. The Team will establish structure inventory, design policies, and determine land uses.

3. UTILITY STUDIES

Our water and wastewater planning services can help identify issues and provide solutions for strong community development. The Team will prepare maps showing infrastructure inventory, identify needs for future service, prepare a list of project and proposed budgets, and identify financing to construct these projects.

4. STORM DRAINAGE ANALYSIS

Identify critical mitigation needs to fix what's not working today and prepare for what the future may bring. Trust us to deliver a plan that combines solid data gathering and mapping with innovative and practical solutions to flood and drainage issues.

5. STREETS AND THOROUGHFARE ANALYSIS

Whether you're widening a major thoroughfare, building streets for new developments or planning for long-term maintenance, trust in our guidance. The Team will establish a grade and inventory of all streets, determine current and future transportation system needs, as well as set goals and objectives for future projects to address these needs.

6. ZONING REGULATIONS

See how to anticipate future growth while preserving a strong sense of community. Our zoning services can assist you with the development of necessary tools for smart, orderly growth in today's changing communities. The Team will protect the future development of the community by integrating ordinances with other existing land use regulations, set-aside public areas for future schools and parks, make certain that infrastructure is durable and reliable, and enhance property by ensuring proper development.

7. CAPITAL IMPROVEMENTS PROGRAM

Long before construction, we work with our clients to create a clear vision. From there, we help you plan, finance, and manage solutions that deliver maximum return on investment and facilitates positive growth. The Team will review all projects delineated in the aforementioned planning elements and prioritize them in a way that establishes opportunities to finance projects at the appropriate time.

8. BUILDING CODES & DESIGN STANDARDS:

Updating building codes and design standards to address modern development practices as well as encourage smart development will be critical to the community. This service will assess the regulatory impacts of development within disaster impacted areas as well as create a uniform development code that can be applied throughout the community.

9. HAZARD MITIGATION ASSESSMENT:

Hazard mitigation plans are critical to the communities preparation and response to disaster events. Our Team will review the current planning document that covers the Client and make recommendations for updates.

10. PUBLIC INVOLVEMENT & OUTREACH:

Conduct community wide public meetings and surveys to determine mitigation needs and solicit citizen participation. Efforts will be aimed at encouraging participation of the entire community so the resulting planning documents will have maximum impact.

11. PARKS, RECREATION, AND OPEN SPACE:

Green spaces, community centers, and other projects can create gathering places, boost local property values and revitalize neighborhoods. Parks and recreation planning is essential for the long-term health of a community. Our Team will provide a plan that addresses future needs and provides the long-term solutions.

12. FINANCIAL MANAGEMENT:

The Team will assist with the development and maintenance of the contract ledger, general journal, cash receipts and all other necessary financial documents. Additionally, the Team will develop and submit payment requests in line with contract milestones, as well as monitor the Client's financial system.

13. ECONOMIC / MARKET ANALYSIS:

The Team will assess local and regional economic trends to determine market valuations and development opportunities. Understanding the local and regional market will allow the community to capitalize on targeted growth as well as deploy appropriate incentive packages.

14. CIVIL RIGHTS REQUIREMENTS

The Team will structure the program so that all procurement procedures, contracts, and polices will be in accordance with state and federal regulations associated thereto. This includes processes that ensure the Client and its contractors make affirmative efforts to employ Section 3 Businesses, Minority Business Enterprises, and Small Businesses.

15. CONTRACT CLOSE-OUT ASSISTANCE:

The Team will develop and maintain all necessary reports required by the funding agency to close out the project. This includes conducting final project inspections, evaluating contract completion documents, and coordinating stakeholder review. Lastly, the Team will work with the Client in preparing the annual audits and necessary actions to ensure the project reaches the "Administratively Closed" status.

PROJECT APPROACH

The Team will utilize local and regional staff as the primary contacts to provide continuous, logistical, and technical support during the course of the project. The Team will work closely with state and federal agencies to ensure that all requirements are met and that the project remains on track. The Client will have access to the Team and our methodology ensures that the Client will be informed throughout the course of the project.

Our holistic approach to community needs and planning provides the Client with a sufficient understanding of the challenges at hand as well as the resources available to address these needs. When funding is secured, the Team will then work to implement the program from award to successful closeout. The Team's primary focus will be to ensure that proposed project is achieving desired outcomes that will provide the greatest benefit to the community.

PROJECT TIMELINE																															
ACTIVITY	DURATION IN MONTHS																														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
Procurement	■	■																													
Application Development			■	■	■	■																									
Contract Award							■	■																							
Preliminary Administration							■	■	■	■	■																				
Base Studies							■	■	■	■	■	■	■	■	■																
Transportation Studies															■	■															
Utility Studies																	■	■													
Zoning & Subdivision Regs.																		■	■	■	■	■	■	■							
Draft & Final Plan Adoption																							■	■	■	■	■	■	■		
Closeout																													■	■	

PROCUREMENT

- Determine Method
- Publication & Solicitation
- Receipt & Review
- Recommendation & Award
- Contract Execution

1-2 MONTHS

APPLICATION DEVELOPMENT

- Determine Planning Elements
- High Quality Maps
- Service Area/Benefit Map
- Beneficiary Verification
- Public Hearing
- Application Development
- Resolution
- Final Notice
- Application Submission

3-4 MONTHS

Application Submission (6-12 Month Delay)

CONTRACT AWARD

- Contract Execution
- Award Call/Kickoff Meeting
- On-Site Visit
- PS & Budget Review

1-2 MONTHS

BASE STUDIES

- Develop Base Map
- Collect Data
- Fieldwork
- Develop Housing Plan
- Develop Population Study
- Develop Land Use Plan
- Present Base Plans to Client

3-4 MONTHS

PRELIMINARY ADMINISTRATION

- Establish Record-keeping
- Financial Start-Up
- Project Specific Forms
- Civil Rights Activities/Resolutions
- Establish Reporting Procedure

3-6 MONTHS

TRANSPORTATION STUDIES

- Develop Maps
- Collect Data
- Develop Street Plan
- Develop Thoroughfare Plan (If Applicable)
- Present Transportation Plans to Client

1-2 MONTHS

UTILITY STUDIES

- Develop Maps
- Collect Data
- Develop Utility Plans
- Present Utility Plans to Client

1-2 MONTHS

ZONING & SUBDIVISION REGS

- Research Existing Ordinances
- Collect Data
- Develop Ordinances
- Develop Zoning Map
- Present Draft Ordinances to Client

4-6 MONTHS

DRAFT & FINAL PLAN

- Finalize Plans
- Coordinate with Local Leaders
- Schedule Public Meetings

6-12 MONTHS

CONTRACT CLOSEOUT

- PCR
- Final PH
- Contract Ledger
- Civil Rights

1-2 MONTHS

REFERENCES

“The City of Beaumont has worked with Public Management, Inc. on many large grant projects. Public Management has helped us to navigate the often-complicated grant funding process as well as bringing information to the table on new grant funding possibilities. They are always available to answer questions, solve problems and keep us on track. We look forward to continuing to work with Public Management, Inc. in the future.”

- City of Beaumont

REFERENCES



City of Anahuac

Julie Harvill

City Secretary
(409) 267-6681
j.harvill@anahuac.us



City of Caddo Mills

Matt McMahan

City Manager
(903) 527-3116
mattmcmahan11@outlook.com



City of Archer City

Kim Whitsitt

City Secretary
(940) 574-4570
kwhitsitt@cityofactx.org



Chambers County

Jimmy Silvia

County Judge
(409) 267-2440
jsylvia@chamberstx.gov



City of Bowie

Bert Cunningham

City Manager
(940) 872-1114
citymanager@cityofbowietx.com



City of China

Dawn Davenport

City Secretary
(409) 752-5403
citysecretary@chinatexas.net



City of Brenham

Dane Rau

Public Works Director
(979) 337-7407
drau@cityofbrenham.org



City of Dickinson

Chaise Cary

Assistant City Manager
(281) 337-62286
ccary@ci.dickinson.tx.us



City of Brownwood

Marshal McIntosh

Deputy City Manager
(325) 646-5775
mmcintosh@brownwoodtexas.gov



City of El Campo

Courtney Sladek

City Manager
(979) 541-5000
csladek@cityofelcampo.org



Burleson County

Raileen Murray

Grants Administrator
(979) 567-2300
rmurray@burlesoncounty.org



City of Garrett

Don Lewis

Public Works Director
(972) 875-7831
publicworks@cityofgarrett.com

REFERENCES



City of Granbury

Chris Coffman

City Manager
(817) 573-1114
citymgr@granbury.org



City of Liberty

Tom Warner

City Manager
(936) 336-3684
twarner@cityofliberty.org



Hardin County

Wayne McDaniel

County Judge
(409) 246-5120
wayne.mcdaniel@co.hardin.tx.us



City of Mabank

Bryant Morris

City Administrator
(903) 887-3241
bryant@cityofmabank.org



City of Hico

Kari Drueckhammer

City Secretary
(254) 796-4620
citysecretary@hico-tx.com



City of Malakoff

Tim Whitley

City Administrator
(903) 486-0699
twhitley@cityofmalakoff.net



City of Italy

Amber Cunningham

City Secretary
(972) 483-7329
acunningham@italycityhall.org



City of Mason

Pattie Allen

City Secretary
(325) 347-6449
pattie.allen@cityofmason.us



City of Keene

Don Martin

Assistant City Manager
(817) 641-3336
dmartin@keenetx.com



City of Ovilla

David Henley

City Manager
(972) 617-7262
dhenley@cityofovilla.org



City of Kerens

Katherine Combs

City Secretary
(903) 396-2971
admin@ci.kerens.tx.us



City of Palmer

Alicia Baran

City Administrator
(972) 449-3160
abaran@ci.palmer.tx.us

REFERENCES



City of Richwood

Eric Foerster

City Manager
(979) 265-2082
efoerster@richwoodtx.gov



City of Strawn

Danny Miller

City Secretary
(254) 672-5311
city@strawntx.com



City of Roby

Jack Brown

City Manager
(325) 776-2271
jackbrown@yahoo.com



City of Stephenville

Nick Williams

Director of Public Works
(254) 918-1223
nwilliams@stephenvilletx.gov



City of San Saba

Sabrina Maultsby

City Secretary
(325) 372-5144
sansaba@centex.net



City of Terrell

Mike Sims

City Manager
(972) 551-6600
mikesims@cityofterrell.org



City of Seminole

Mary Furlow

City Administrator
(432) 758-3676
mfurlow@cityofseminoletx.org



City of Whitewright

Nancy Reynolds

City Secretary
(903) 364-2219
secretar@whitewright.com



City of Springtown

Christina Derr

City Secretary
(817) 220-4834
cderr@cityofspringtown.com



City of Willis

Marissa Quintanilla

City Secretary
(936) 856-4611
mquintanilla@ci.willis.tx.us



City of Stamford

James Decker

Mayor
(325) 773-2591
stamfordstreets@gmail.com



City of Winters

Sheila Lincoln

City Secretary
(325) 754-4424
citywin@wtxs.net

REQUIRED FORMS

"We have been fortunate to work with Public Management, Inc. for nearly a decade. Their team has always provided the utmost of professionalism. They have been available to walk us through every aspect of any grants with knowledge, skill and patience. Public Management, Inc. has been by our side every step of the way making sure we are clear on every aspect of our grants process. We would not hesitate at all giving a 100% recommendation to anyone who is looking for a great grant management team."

- City of Hico

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

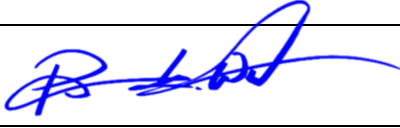


Signature of vendor doing business with the governmental entity

09/14/2024

Date

**ATTACHMENT I
CERTIFICATION REGARDING LOBBYING**

1. Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <u>Public Management, Inc.</u> Prime _____ Subawardee _____ Tier If Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <u>Public Management, Inc.</u> <u>15355 Vantage Parkway West, Suite 360</u> <u>Houston, Texas 77032</u> Congressional District, if known:	
6. Federal Department/Agency: <u>United States Department of Housing and Urban Development (HUD)</u>	7. Federal Program Name/Description: <u>CDBG-MIT</u> CFDA Number, if applicable	
8. Federal Action Number, if known: <u>N/A</u>	9. Award Amount, if known: \$ <u>TDB</u>	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): <u>N/A</u>	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure	Signature  Print Name <u>Patrick K. Wiltshire</u> Title <u>President</u> Telephone No. <u>281.592.0439</u> Date: <u>09/14/2024</u>	
Federal Use Only	Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)	

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

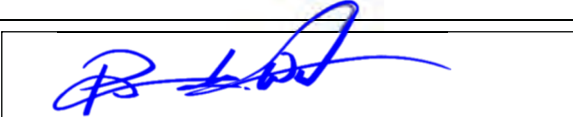
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION Public Management	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text" value="Patrick"/> Middle Name: <input type="text"/>
* Last Name: <input type="text" value="Wiltshire"/>	Suffix: <input type="text"/>
* Title: <input type="text" value="President and CEO"/>	
* SIGNATURE: 	* DATE: <input type="text" value="09/14/2024"/>

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

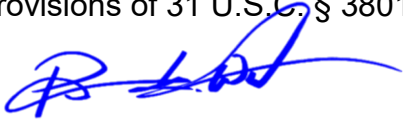
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Public Management, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Patrick K. Wiltshire, President & CEO
Printed Name and Title of Contractor's Authorized Official

09/14/2024
Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2024-1214528

Date Filed:
09/14/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Public Management, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Bruceville-Eddy

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RCP CDBG-MIT
Administration and Planning Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	McAdams, Jake	Houston, TX United States	X	
	Coignet, Kenneth	Houston, TX United States	X	
	Houston, Nicholas	Houston, TX United States	X	
	Wiltshire, Patrick	Houston, TX United States	X	

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Patrick K Wiltshire, and my date of birth is 7/22/1982.

My address is 15355 Vantage Pkwy W., Ste 360, Houston, TX, 77032.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 14th day of September, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Soules Insurance Agency, LLC 400 W. Davis St., Suite 300 Conroe TX 77301 License#: 1814359 PUBLMAN-01	CONTACT NAME: PHONE (A/C, No, Ext): 936-756-0671 FAX (A/C, No): 936-756-6877 E-MAIL ADDRESS: soules@soulesinsurance.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER B: Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER C: Admiral Insurance Co.</td> <td>24856</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Twin City Fire Insurance Company	29459	INSURER B: Texas Mutual Insurance Company	22945	INSURER C: Admiral Insurance Co.	24856	INSURER D:		INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
INSURED Public Management Inc. 15355 Vantage Pkwy W Ste 360 Houston TX 77032														

COVERAGES

CERTIFICATE NUMBER: 15104294

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			61SBABC6778	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			61SBABC6778	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0002019787	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			EO00003595408	12/13/2023	12/13/2024	Each Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability, Automobile Liability & Professional Liability policies include a blanket automatic additional insured endorsement (attached) that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, & Workers Compensation policies include a blanket automatic waiver of subrogation endorsement (attached) that provides this feature only when there is a written contract between the named insured and the certificate holder that requires such status.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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of 1



Results per page

Sort by

PUBLIC MANAGEMENT INC ● Active Registration



Unique Entity ID:
DL1PFHMDM786

Doing Business As:
(blank)

Purpose of
Registration:
All Awards

*Expiration
Date*

Mar 27, 2025

CAGE/NCAGE:
6QDN5

Physical Address:
**15355 VANTAGE
PKWY W, STE 108
HOUSTON, TX
77032-1975 USA**



PUBLIC MANAGEMENT INC

Unique Entity ID DL1PFHMDM786	CAGE / NCAGE 6QDN5	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Mar 27, 2025	
Physical Address 15355 Vantage PKWY W STE 108 Houston, Texas 77032-1975 United States	Mailing Address 15355 Vantage PKWY W STE 108 Houston, Texas 77032-1975 United States	

Business Information

Doing Business as (blank)	Division Name Public Management, Inc.	Division Number Public Man
Congressional District Texas 29	State / Country of Incorporation Texas / United States	URL www.publicmgt.com

Registration Dates

Activation Date Mar 29, 2024	Submission Date Mar 27, 2024	Initial Registration Date Apr 17, 2012
--	--	--

Entity Dates

Entity Start Date Jun 1, 1982	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No**SAM Search Authorization**

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes**Entity Types****Business Types**

Entity Structure

Corporate Entity (Not Tax Exempt)

Entity Type

Business or Organization

Organization Factors

Subchapter S Corporation

Profit Structure

For Profit Organization**Socio-Economic Types**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments

No

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

6QDN5**Electronic Funds Transfer**

Account Type

Checking

Routing Number

*******04**

Lock Box Number

(blank)

Financial Institution

SOUTHSIDE BANK

Account Number

*******64****Automated Clearing House**

Phone (U.S.)

2815924661

Email

Bbrowder@fbtet.com

Phone (non-U.S.)

(blank)

Fax

2815924624**Remittance Address****PUBLIC MANAGEMENT, INC.****15355 Vantage Pkw W STE 108****Houston, Texas 77032****United States****Taxpayer Information**

EIN

*******1938**

Type of Tax

Applicable Federal Tax

Taxpayer Name

PUBLIC MANAGEMENT INC

Tax Year (Most Recent Tax Year)

2018

Name/Title of Individual Executing Consent

President

TIN Consent Date

Mar 27, 2024

Address

15355 Vantage PKWY W STE 108**Houston, Texas 77032**

Signature

Patrick K Wiltshire**Points of Contact****Accounts Receivable POC**

✉

Patrick K Wiltshire, President & CEO**pwtshire@publicmgt.com****2815920439**

Aug 26, 2024 03:46:39 PM GMT

<https://sam.gov/entity/DL1PFHMDM786/coreData?status=null>

Electronic Business


 Patrick K Wiltshire, President & CEO
 pwiltshire@publicmgt.com
 2815920439

15355 Vantage PKWY W STE 108
 Houston, Texas 77032
 United States

Government Business


 Patrick K Wiltshire, President & CEO
 pwiltshire@publicmgt.com
 2815920439

15355 Vantage PKWY W STE 108
 Houston, Texas 77032
 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541611	Administrative Management And General Management Consulting Services

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$3,500,000.00	15

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	(blank)

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	(blank)	(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States	Counties	Metropolitan Statistical Areas
Any	(blank)	(blank)

SAMPLE CONTRACT

"The City of Grandview has had the pleasure of working with Public Management, Inc. for a number of years. With assistance to secure funding for comprehensive planning, street improvement, and large-scale water and wastewater improvements, we have never worked with a company so attentive, detailed, and responsive. Words can't describe how grateful the city is for all Public Management, Inc. has done for our city."

- City of Grandview

This contract ("Contract") is made and entered effective _____, 2024 by and between **PUBLIC MANAGEMENT, INC.**, a Texas corporation, of Houston, Harris County, Texas ("Consultant") and the **CITY OF BRUCEVILLE-EDDY**, ("Client") for the purpose of retaining Consultant to render **Application Development, Administration, and Planning Services** to the Client for the Community Development Block Grant – Mitigation (CDBG-MIT) Resilient Communities Program (RCP) administered by the Texas General Land Office (GLO)

Client and Consultant agree that Consultant will provide services to Client on the terms and conditions outlined in this Contract.

I.

Consultant will provide Client with administrative services as follows:

PRE- FUNDING SERVICES

Application Preparation: The Consultant will prepare the application as directed by the Client to apply for available funding sources adherent to the state and federal agencies guidelines. The Consultant will coordinate all activities and other service providers with regard to the preparation of the application, including, but not limited to:

- Review of proposed project for program compliance and will work with Client staff to provide an overview;
- Advise on important deadlines and procedures;
- Schedule project meetings with client staff to evaluate proposed project and timeframes.
- Prepare project description in conjunction with staff and other interested stakeholders;
- Evaluate project objective and develop timelines/milestones;
- Prepare necessary preliminary Environmental Compliance documentation;
- Conduct public hearings (as applicable) for application submission and attend Client meeting to address application development;
- Package complete application with all pertinent supplemental documentation for client to review prior to submission;
- Identify and document beneficiaries;
- Advise client on funding availability, anticipated scoring, selection and award process.

POST FUNDING SERVICES

Comprehensive Planning Services

Base Planning: Our Land Use, Housing, and Population planning services provide you with an understanding of your current housing needs and population status as well as both existing and future land uses. These initial planning activities will address questions such as: *What do we do with dilapidated structures? How can we provide more safe, affordable housing? What is the best use of community property?* and, *What do population projections look like?* Determine what is the best future use of all the community's property. Establish regulatory control, if necessary, to ensure the proper the jurisdiction.f

- Establish an inventory of all the structures.
- Design policies to sustain and to grow the housing stock.

- Set goals and a timeline to meet housing needs.
- Find ways to finance the development or redevelopment of affordable housing.
- Conduct field work and develop an inventory of current land uses.
- Confirm the acreage devoted to each land use.

Water Distribution & Wastewater Collection Analysis: Clean, plentiful water is the lifeblood of any community. Provide for your residents' health and safety—and then watch your city thrive. Our water and wastewater planning services can help identify issues and provide solutions for strong community development.

- Prepare maps showing an inventory of the lines and facilities of each system.
- Identify needs for future service.
- Prepare a list of projects to meet those needs with cost estimates.
- Look for financing to construct these projects in ways that are affordable to the community.

Storm Drainage Analysis: We specialize in the essentials, and infrastructure is no exception. Fix what's not working today—and prepare for whatever the future may bring. Protecting the community from flood hazards is the prime focus of our flood and drainage planning services. Trust Public Management, Inc. to deliver a plan that combines solid data gathering and mapping with innovative and practical solutions to flood and drainage issues.

- Establish an inventory showing the location of all key drainage facilities.
- Identify flooding problems and ways to correct them.
- Delineate projects for meeting drainage needs.
- Seek outside sources for financing such as disaster recovery funds and/or find alternatives for financing that are affordable for the fiscal year budget.

Street and Thoroughfare Analysis: Whether you're widening a major thoroughfare, maintaining existing streets, building streets for new development or planning for long-term maintenance, we can help.

- Establish and grade the inventory of the current streets and thoroughfares.
- Determine if the current system is meeting the needs for transportation in the community.
- Set goals and a timeline for future projects to meet any identified needs.
- Find alternatives for financing that are affordable for the fiscal year budget.

Zoning Ordinance: It's all about balance. See how to anticipate future growth while preserving a strong sense of community. Our subdivision and zoning ordinance planning services can assist you with the development of necessary tools for smart, orderly growth in today's changing communities.

- Protect the future development of the community by integrating ordinances with other existing land use regulation.
- Set aside public areas for future schools and parks.
- Make certain that infrastructure is durable and reliable.
- Enhance private property by ensuring the proper development of land use around it

Capital Improvements Program: Long before construction, we work with communities to create a clear vision. From there, we help you plan, finance and manage solutions that deliver maximum return on investment and facilitates positive growth.

- Establish opportunities to affordably finance projects based on the prioritization and the timeline.
- Review all projects delineated in the aforementioned planning elements and prioritize them.
- Determine the timeline on which they will be needed by the community.

Building Codes & Design Standards: Updating building codes and design standards to address modern development practices as well as encourage smart development will be critical to the community. This service will assess the regulatory impacts of development within disaster impacted areas as well as create a uniform development code that can be applied throughout the community. Service includes:

- Document disaster impact areas and determine mitigation needs for development.
- See alternative development codes and design standards that will enhance and protect the community during disaster events

Flood Damage Prevention Ordinance: Assess flood damage impact within the community and determine necessary ordinances to mitigate these damages. The assessment will include the existing ordinances, sub-division ordinances, as well as building codes to determine other preventative measures to flood damage.

Hazard Mitigation Assessment: Hazard mitigation plans are critical to the communities preparation and response to disaster events. Our Team will review the current planning document that covers the Client and make recommendations for updates. Service includes:

- Hazard Mitigation Plan review.
- Plan updates which incorporate findings from updated land use, population, infrastructure analysis, and updated building codes and zoning to reflect revised hazard mitigation needs
- Assist the client with plan revision adoption and submission.

Public Involvement & Outreach: Conduct community wide public meetings and surveys to determine mitigation needs and solicit citizen participation. Efforts will be aimed at encouraging participation of the entire community so the resulting planning documents will have maximum impact. Service includes:

- Community public meetings.
- Audience-specific focus groups.
- Leadership interviews.
- Survey development and dissemination.

Contract Administration Services

Administrative Duties: The Consultant will work with the Client's staff to provide the necessary administrative and planning services to see the project to completion. The Consultant will meet with officials on a regular basis to review progress on the objectives of the project and then take actions to see that those objectives are met.

- Act as the Client's liaison to the funding agency in all matters concerning the project;
- Coordinate communication via email, conference call, facsimile, and direct meetings to ensure the project is on schedule and all parties are properly informed;
- Prepare and submit any necessary reports required by the funding agency during the course of the project (i.e. Monthly/Quarterly Progress Reports, Project Monitoring Reports, Project Completion Reports, etc.);
- Establish and maintain record keeping systems;
- Assist with resolving monitoring and audit findings.

Civil Rights Requirements: The Consultant will structure the program so that all procurement procedures, contracts, and polices will be in accordance with state and federal regulations associated thereto. Ensure that the contractors make affirmative efforts to employ Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises.

- Set up Civil Rights & Citizen Participation File;
- Designate a Civil Rights Officer (CRO);
- Adopt policies and grievance procedures regarding Citizen Participation;
- Adopt Policies and Pass Resolution/Proclamation/Ordinances regarding Civil Rights;
- Publish Citizen Participation and Civil Rights Notices;
- Place necessary documentation in Bid Packets for Contractors;
- Include required clauses in Construction Contracts between Grant Recipient and Contractor;
- Take action to Affirmatively Further Fair Housing;
- The Consultant will be diligent and consistent in implementing the project's civil rights responsibilities and will undertake further action and reporting requirements.

Financial Management: The Consultant will assist the Client in keeping the general journal, general ledger, cash receipts journal and all other necessary financial documents, as well as monitor the Client's financial system.

- Utilize and assist with the agency's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.;
- Request fund expenditure in-line with project milestones;
- Develop a detailed Contract Ledger;
- Establish a filing system that accurately and completely reflects the financial expenditures of the program and project(s).
- Keep track of disbursement of funds and ensure that the vendors are paid within the required timeframe set out by the funding agency.

Contract Close-out Assistance: The Consultant will prepare any necessary reports required by the funding agency to close out the project. The Consultant will work with the Client in preparing the annual audits and necessary actions to ensure the project reaches the "Administratively Closed" status.

- Ensure projects outcomes are in line with contract documents and funding agency's goals and objectives;
- Ensure project beneficiaries are appropriately documented and reported;
- Develop, complete, and submit project completion report(s) and any other necessary administrative completion documents.

It is specifically agreed and understood that Consultant will not provide either personally or by contract any professional or technical services requiring a license by the State of Texas in any phase or aspect of the foregoing. Rather, Consultant will advise Client of the need of such services in furtherance of the planned objectives of Client's Program.

Client acknowledges that Consultant is providing Administrative Services only to Client and that Consultant is not responsible for any procurement activities for or on behalf of the Client. That is, Client, not Consultant, will advertise for and procure the services of any third party required to fulfill Program requirements. By way of example only, Client, not Consultant, must timely and properly post any advertisements necessary to fulfill Program requirements and Client, not Consultant, will enter into any required contracts with third parties necessary to fulfill Program requirements.

Client Initials _____

Consultant Initials _____

II.

Consultant hereby agrees that in the implementation of this Contract, Consultant will comply with the terms and conditions of **Attachment III**, which document is attached hereto and incorporated herein for all purposes, as if set out herein verbatim.

III.

Client is awarding this contract in accordance with the State of Texas Government Code 2254, Professional and Consulting Services.

IV.

It is agreed by the parties hereto that Consultant will, in the discharge of services herein, be considered as an Independent Contractor as that term is used and understood under the laws of the State of Texas and further for the purposes of governing Consultant's fees under the Procurement Standards of Title 2 CFR Part 200.

V.

For work associated to the **Community Development Block Grant - Mitigation (CDBG-MIT) Resilient Communities Program (RCP)** and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed **ZERO DOLLARS (\$0.00)** for **Application Preparation Services**.

VI.

It is agreed that upon determination of total funding request amount Consultant and Client will execute the **Work Authorization (Attachment I)** that will detail final contract amount and cost for services. It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the agency indicate that personal services were compensated at greater than reasonable rates. *Services that fall outside the regular scope and/or are not part of the proposed scope will be billed according to the hourly rate and fee schedule defined in **Corporate Hourly Rate and Fee Schedule (Attachment II)**.*

VII.

Payment of the fees associated with ("**Part V. and VI.**") - Payment Schedule of this Agreement – shall be contingent upon funding award. In the event that grant funds are not awarded to the Client this agreement shall be terminated by the Client.

VIII.

For purposes of this Contract, the City Manager or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

IX.

This Contract shall extend and be in full force until the Program has been fully closed out by the agency. Notwithstanding the foregoing, this Contract may be terminated by Consultant, with or without cause, on forty-five (45) days' written notice to Client.

X.

Termination for Cause by Client: If Consultant fails to fulfill in a timely and proper manner its obligations under this Contract, or if Consultant violates any of the covenants, conditions, contracts, or stipulations of this Contract, Client shall have the right to terminate this Contract by giving written notice to Consultant of such termination and specifying the effective date thereof, which shall be at least five (5) days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Consultant pursuant to this Contract shall, at the option of Client, be turned over to Client and become the property of Client. In the event of termination for cause, Consultant shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Termination for Convenience by Client: Client may at any time and for any reason terminate Consultant's services and work at Client's convenience upon providing written notice to the Consultant specifying the extent of termination and the effective date. Upon receipt of such notice, Consultant shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Consultant shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Consultant as are permitted by the prime contract and approved by Client; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Consultant prior to the date of the termination of this Agreement. Consultant shall not be entitled to any claim or claim of lien against Client for any additional compensation or damages in the event of such termination and payment.

Resolution of Program Non-Compliance and Disallowed Costs: In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or Program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within thirty (30) days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within thirty (30) days of receipt of written notice or invitation to negotiate, the parties

agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within sixty (60) days of the initiation of that procedure, either party may proceed to file suit.

XI.

Client, the agency, the U.S. Department of Housing and Urban Development (HUD) and/or Federal Emergency Management AGENCY (FEMA), Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to this Program, for the purpose of making audit, examination, excerpts, and transcriptions, and to close out the Client's contract. Consultant agrees hereby to maintain all records made in connection with the Program for a period of three (3) years after Client makes final payment and all other pending matters are closed. All subcontracts of Consultant shall contain a provision that Client, the agency, and the Texas State Auditor's Office, or any successor agency or representative, shall have access to all books, documents, papers and records relating to subcontractor's contract with Consultant for the administration, construction, engineering or implementation of the Program between the agency and Client.

XII.

If, by reason of force majeure, either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure" as employed herein shall mean acts of God, acts of public enemy, orders of any governmental entity of the United States or of the State of Texas, or any civil or military authority, and any other cause not reasonably within the control of the party claiming such inability.

XIII.

This document embodies the entire Contract between Consultant and Client. Client may, from time to time, request changes in the services Consultant will perform under this Contract. Such changes, including any increase or decrease in the amount of Consultant's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Contract.

XIV.

If a portion of this Contract is illegal or is declared illegal, the validity of the remainder and balance of the Contract will not be affected thereby.

XV.

Any provision of this Contract which imposes upon Consultant or Client an obligation after termination or expiration of this Contract will survive termination or expiration of this Contract and be binding on Consultant or Client.

XVI.

No waiver of any provision of this Contract will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

XVII.

This Contract will be governed by and construed in accordance with the laws of the State of Texas.

XVIII.

Any dispute between Consultant and Client related to this contract which is not resolved through informal discussion will be submitted to a mutually agreeable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

XIX.

The party who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney fees and all costs of such proceeding.

XX.

Consultant and Client, each after consultation with an attorney of its own selection (which counsel was not directly or indirectly identified, suggested, or selected by the other party), both voluntarily waive a trial by jury of any issue arising in an action or proceeding between the parties or their successors, under or connected with this contract or its provisions. Consultant and Client acknowledge to each other that Consultant and Client are not in significantly disparate bargaining positions.



Client

PATRICK K. WILTSHIRE
President/CEO

CHIEF ELECTED OFFICIAL

ATTEST:

**Attachment I
Work Authorization**

For work associated to The City of Bruceville-Eddy Contract No. xx-xxx-xxx-xxx, and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed:

Two Hundred Thousand Dollars and 0/100 (\$200,000.00)

The fees are payable upon receipt of invoice from Consultant in accordance with the following schedule for Administrative Services.

<u>Planning Element</u>	<u>Percentage</u>	<u>Total Fee</u>
PHASE 1 – START UPS & PROCUREMENT DOCUMENTATION	5%	\$10,000.00
Planning	95%	\$9,500.00
Grant Administration	5%	\$500.00
PHASE 2 – BASE STUDIES & DRAFT GOALS/OBJECTIVES/POLICIES	30%	\$60,000.00
Planning	95%	\$57,000.00
Grant Administration	5%	\$3,000.00
PHASE 3 – DRAFT COMPREHENSIVE PLAN	30%	\$60,000.00
Planning	95%	\$57,000.00
Grant Administration	5%	\$3,000.00
PHASE 4 – ADOPTED COMPREHENSIVE PLAN & ZONING	30%	\$60,000.00
Planning	95%	\$57,000.00
Grant Administration	5%	\$3,000.00
PHASE 5 – GRANT CLOSEOUT DOCUMENTS	5%	\$10,000.00
Planning	95%	\$9,500.00
Grant Administration	5%	\$500.00
Total	100%	\$200,000.00

It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the client indicate that personal services were compensated at greater than reasonable rates.

**Attachment II
Corporate Hourly Rate & Fee Schedule**

PUBLIC MANAGEMENT, INC.
2024 Hourly Rate

Principal Consultant	\$275.00/HR
Senior Consultant	\$250.00/HR
Senior Project Manager	\$225.00/HR
Environmental Specialist	\$200.00/HR
Project Manager	\$200.00/HR
Planner	\$200.00/HR
GIS Manager	\$200.00/HR
GIS Technician	\$185.00/HR
Assistant Project Manager/Planner	\$170.00/HR
Compliance Specialist	\$150.00/HR
Executive Assistant	\$125.00/HR

Hourly rates for personnel not listed will be billed at direct payroll cost

REIMBURSABLE EXPENSES

- Travel (vehicle miles traveled) at allowable IRS rate per mile, or at actual out-of-pocket cost.
- Actual cost of subsistence and lodging.
- Actual cost of long-distance telephone calls, expenses, charges, delivery charges, and postage.
- Actual invoiced cost of materials required for the job and used in drafting and allied activities, including printing and reproduction.

This rate schedule will be applicable through December 31, 2024. In January, 2025, if increases are necessary due to increases in wages or other salary related costs, the rates shown will be adjusted accordingly.

ATTACHMENT III
TERMS AND CONDITIONS

I.

Equal Employment Opportunity

During the performance of this Contract, Consultant agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employees essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity" and of the rules, regulations, and relevant orders of the Secretary of Labor.

f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for

purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

II.

Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

III.

Section 109 of the Housing and Community Development Act of 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

IV.

Section 504 Rehabilitation Act of 1973, as Amended

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including

discrimination in employment, under any program or activity receiving federal financial assistance.

V.

Age Discrimination Act of 1975

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

VI.

"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities (Limited to contracts greater than \$100,000)

a) The work to be performed under this contract is subject to the requirements of section 3 of the Federal Emergency Management Administration Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by FEMA assistance or FEMA-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of FEMA assistance for housing.

b) The parties to this contract agree to comply with FEMA's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c) The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an

e) applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

f) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

g) Noncompliance with FEMA's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future FEMA assisted contracts.

h) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

VII.

Section 503 of the Rehabilitation Act (the "Act") - Handicapped Affirmative Action for Handicapped Workers

a) Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b) Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c) In the event of Consultant's non-compliance with requirements of this clause, actions for non-compliance may be taken in accordance with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d) Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e) Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) Consultant will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary Issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

VIII.

Interest of Members of Client

No member of the governing body of Client and no other officer, employee, or agent of Client who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract and Consultant shall take reasonably appropriate steps to assure compliance.

IX.

Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connections with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract; and Consultant shall take appropriate steps to assure compliance.

X.

Interest of Consultant and Employees

Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

XI.

Debarment and Suspension (Executive Orders 12549 and 12689)

The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The

Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

XII.

Copyrights and Rights in Data

FEMA has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. FEMA requirements, Article 45 of the General Conditions to the Contract for Construction (form FEMA-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfill the requirements of the construction contract.

XIII.

Clean Air and Water.

(Applicable to contracts in excess of \$100,000)

Due to 24 CFR 85.36(i)(12) and federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and sub grants of amounts in excess of \$100,000.

XIV.

Energy Efficiency

Pursuant to Federal regulations (24 C.F.R 85.36(i)(13)) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

XV.

Retention and Inspection of Records

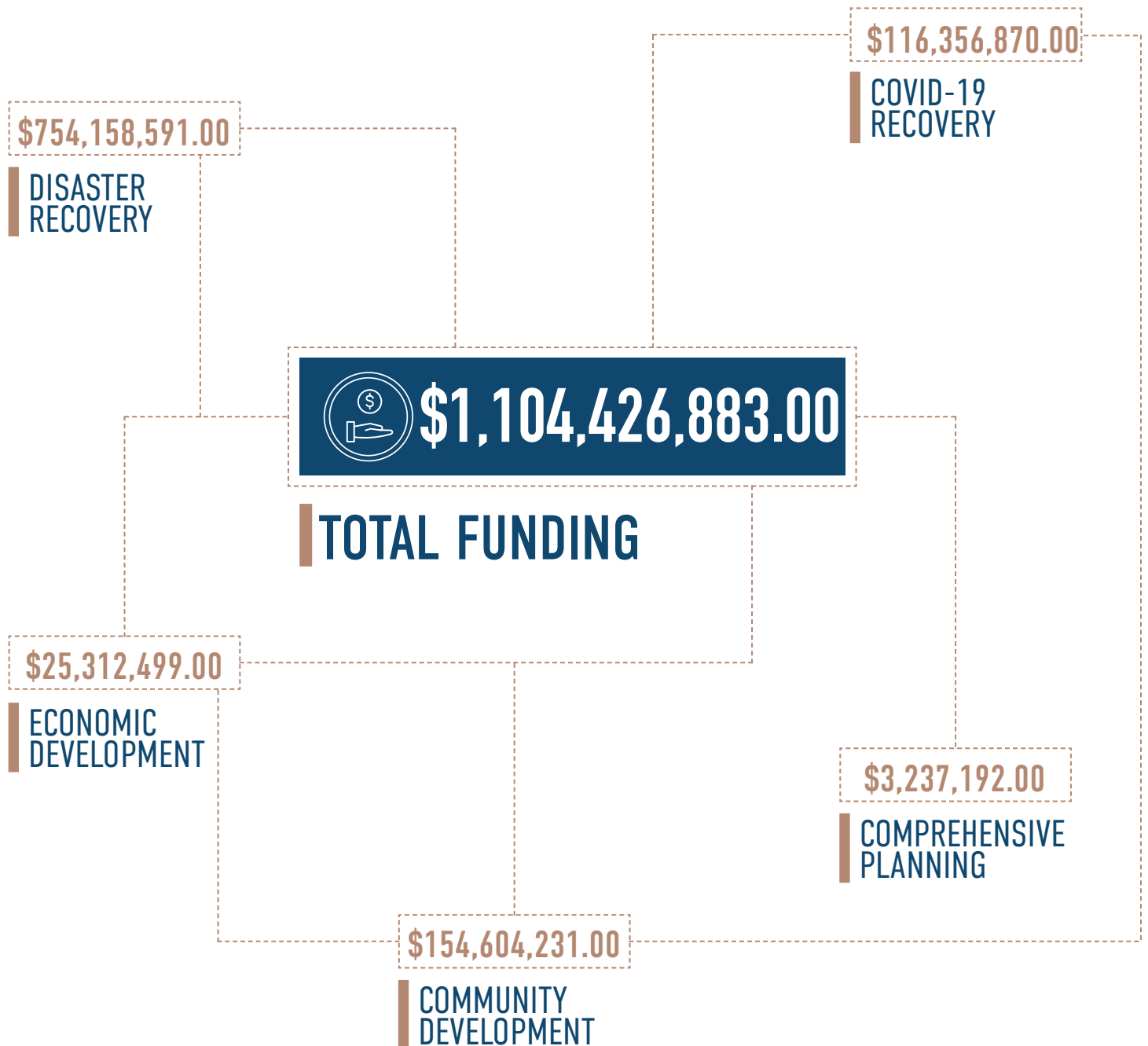
Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Design Professional to the Owner, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other sub grantees make final payments and all other pending matters are closed.

ADDITIONAL INFORMATION

"Our mission is real and our passion is sincere. It's about impact, outcomes and making a difference. More than anything, I want to lead positive change for communities that want to pursue their full potential."

- Patrick Wiltshire, President & CEO

EXPERIENCE SUMMARY



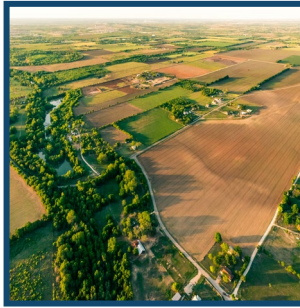
1982

PERFORMANCE PERIOD

PRESENT

EXPERIENCE WITH COMPREHENSIVE PLANNING

Public Management, Inc. has completed over \$3,000,000 in federally funded comprehensive planning and capacity building grants since 1982. Our planning experience covers land use planning, zoning, and drainage, general community mapping and much more.



WE ARE ABLE TO IDENTIFY COMMUNITY NEEDS AND
ALIGN FUNDING OPPORTUNITIES FOR STRATEGIC IMPLEMENTATION



WE UNDERSTAND THAT LASTING IMPROVEMENTS ARE INCREMENTAL AND WE ARE COMMITTED TO HELP YOUR COMMUNITY ACCOMPLISH YOUR GOALS AND TO REDUCE YOUR ADMINISTRATIVE BURDEN IN ACHIEVING SUCCESS.

DEDICATION TO OUR CLIENTS

OUR SERVICE TO THE CITY OF EL CAMPO EMBODIES OUR COMMITMENT TO SUSTAINABLE COMMUNITIES. FROM RECONSTRUCTING HOUSES TO SECURING PUBLIC INFRASTRUCTURE FUNDING, THE PUBLIC MANAGEMENT, INC. TEAM HAS GUIDED THE CITY TO SIGNIFICANT COMMUNITY DEVELOPMENT INITIATIVES.

CONTACT INFORMATION

Name: Courtney Sladek
Title: City Manager
Phone: (979) 541-5000
Email: csladek@cityofelcampo.org



REFERENCE:
**EL CAMPO,
TEXAS**

CLIENT CHALLENGES

Deteriorated critical infrastructure systems

Substantial budget restrictions

Threat of out-migration without maintaining services

OUR SOLUTIONS

Scoping sessions to understand current limitations and future goals

Identifying projects to have long-term impact

Strategically applying for funding to accomplish goals without overextending local resources

THE RESULTS

Assisted city accomplish identified goals

Obtained approximately \$19 million in grant funding

Helped to create a more sustainable community

DECADES OF COMMITMENT

SINCE 1991, WE HAVE GUIDED CHAMBERS COUNTY THROUGH A VARIETY OF COMMUNITY DEVELOPMENT, ECONOMIC DEVELOPMENT, AND DISASTER RECOVERY INITIATIVES. NEARLY THREE DECADES LATER, OUR TEAM HAS MANAGED OVER \$64 MILLION IN GRANT-FUNDED PROJECTS WHICH HAVE SPURRED DEVELOPMENT AND IMPROVED PUBLIC INFRASTRUCTURE.

REFERENCE:
CHAMBERS COUNTY, TEXAS



CONTACT INFORMATION

Name: Samantha Humphrey
Title: Dir. Economic Dev. & Grants
Phone: (409) 267-2695
Email: shumphrey@chamberstx.gov

WE ARE ABLE TO IDENTIFY COMMUNITY NEEDS AND ALIGN FUNDING OPPORTUNITIES FOR STRATEGIC IMPLEMENTATION.

CLIENT CHALLENGES

Balance progressive ideas for growth with a conservative approach to budgets and financing

Offset local expenditures for infrastructure improvements

Achieve long-term disaster recovery mitigation and define goals for community development

OUR SOLUTIONS

Applied for, secured and managed grant funding to subsidize capital improvements and mitigate future disasters

Coordinated long range planning initiatives

Align needs with funding mechanism

THE RESULTS

Created significant ROI and value through strategy, planning and project management

Secured over \$64 million

Substantial improvements to critical infrastructure.

**REFERENCE:
DICKINSON,
TEXAS**



OUR SERVICE TO THE CITY OF DICKINSON EMBODIES OUR COMMITMENT TO SUSTAINABLE COMMUNITIES. FROM LONG-RANGE PLANNING, TO SECURING PUBLIC INFRASTRUCTURE FUNDING FOR MAJOR DISASTER RECOVERY PROJECTS, THE PUBLIC MANAGEMENT, INC. TEAM HAS GUIDED THE CITY THROUGH CRITICAL INITIATIVES AND SECURED OVER \$90 MILLION.

CONTACT INFORMATION

Name: Chaise A. Cary
Title: Assistant City Manager
Phone: (281) 337-6286
Email: CCary@dickinsontexas.gov

FOCUSED ON SUSTAINABILITY

WE FOCUS ON IMPACTS AND OUTCOMES TO DRIVE COMMUNITY NEEDS AND NAVIGATE THE ARRAY OF FUNDING OPPORTUNITIES.

CLIENT CHALLENGES

Identify and prioritize a large number of community development and disaster recovery projects

Secure funding to cover budget shortfall

Guide decision-makers in planning and development of proposed projects

OUR SOLUTIONS

Advised on state and federal regulations and developed programs aimed at effective implementation

Incorporated results-oriented projects

Managed projects from planning through construction

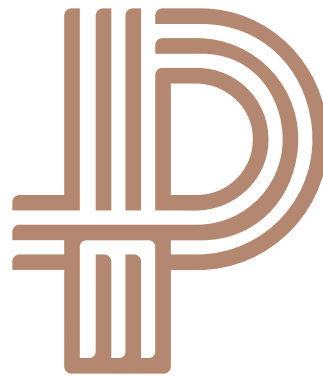
THE RESULTS

Secured over \$90 million in community development & disaster recovery funding

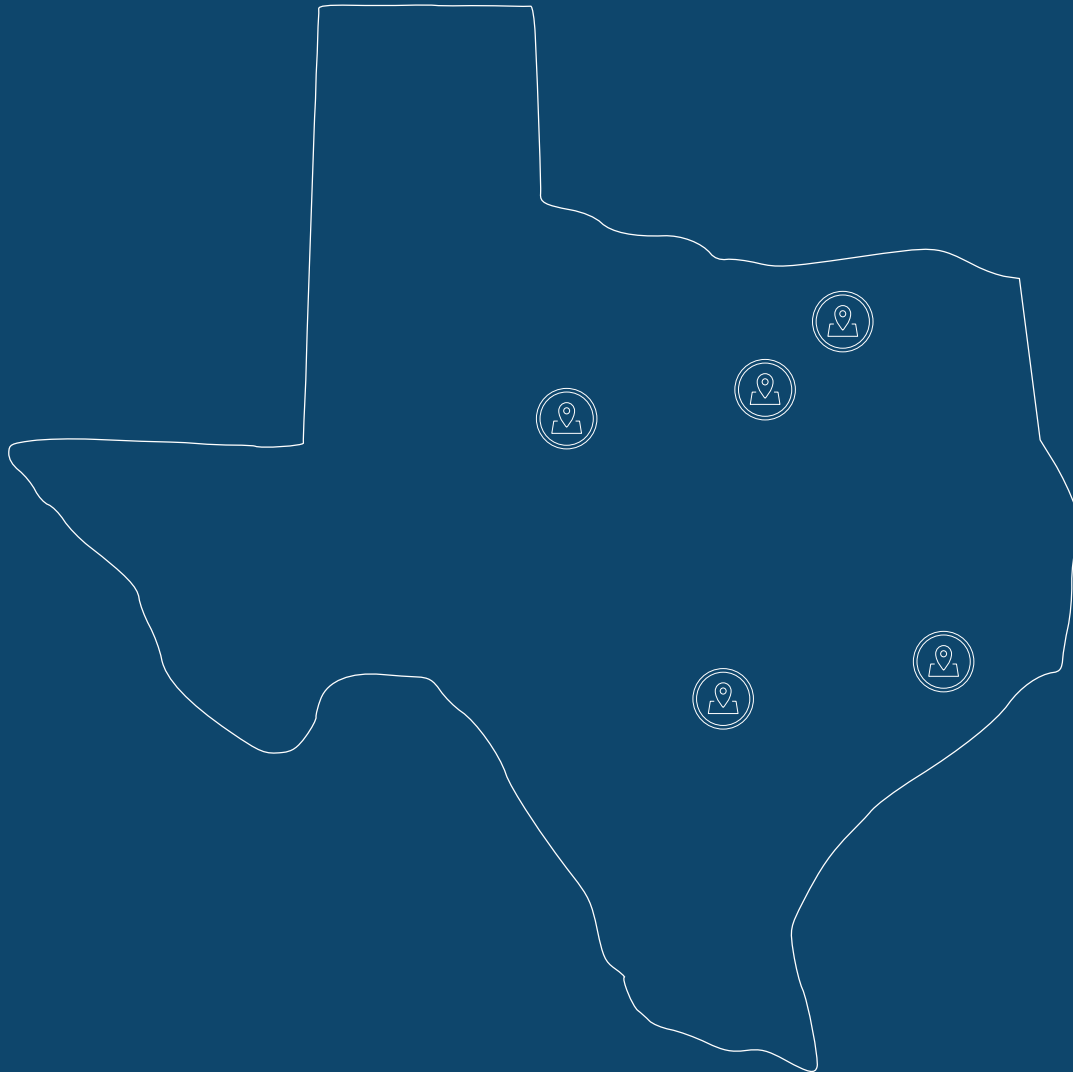
Developed and constructed major infrastructure improvements to enhance sustainability

A healthier, more resilient community prepared for future development

Albany, Alma, Ames, Anahuac, Andrews County, Aspermont, Aubrey, Ballinger, Bartlett, Baytown, Beaumont, Bells, Benjamin, Bevil Oaks, Blackwell, Breckenridge, Brenham, Bridgeport, Brookshire, Brownwood, Caddo Mills, Campbell, Celeste, Celina, Chambers, County, Clarendon, Clear Lake Shores, Cleveland, Clute, Coleman, Conroe, Cottle County, Crosby County, Crystal City, Columbus, Cuero, Daisetta, Dayton, Deer Park, Devers, Dickinson, Donley, Easton, Eden, Edmonson, El Campo, Eldorado, Electra, Ellis County, Emhouse, Eustace, Fischer County, Floydada, Forsan, Frio County, Frisco, Frost, Gaines County, Galveston County, Garrett, Glenrose, Gordon, Goree, Graford, Grandview, Goldthwaite, Goliad, Gunter, Gustine, Hale County, Hamlin, Hardin, Hardin County, Haskell County, Hempstead, Hico, Higgins, Italy, Jonestwon, Jayton, Jersey Katy, Kemah, Kemp, Kerens, Kress, Kyle, La Marque, La Porte, County, Lipan, Loraine, Lorenzo, Malakoff, Mason, Matador, County, Meadow, Melissa, Montgomery County, Moran, Muleshoe, Munday, Nazareth, New Hope, New Waverly, Oak Ridge North, Old River-Winfree, Olton, Paducah, Paint Rock, Palmer, Panorama Village, Parker County, Pattison, Pecos, Piney Point Village, Plains, Plum Grove, Post, Prairie View, Rankin, Reno, Rhome, Richland, Rio Vista, Roby, Rochester, Roscoe, Rotan, Rule, Sadler, San Saba, San Saba County, Santa Anna, Savoy, Schleicher County, Scurry County, Sealy, Seminole, Shenandoah, Slaton, Sonora, Splendora, Springtown, Spur, Stamford, Stephenville, Stonewall County, Strawn, Sweetwater, Terrell, Tom Bean, Trinity Bay Conservation District, Venus, Walker, Waller County, Washington County, West University Place, Whitewright, Wickett, Willis, Windthorst, Wink, Winters, Wise County, Woodbranch Village, Zavala



WWW.PUBLICMGT.COM



HOUSTON

15355 Vantage Pkwy. West, Ste. 360
Houston, TX 77032
281-592-0439
pwiltshire@publicmgt.com

GRANBURY

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281-592-0439
jmcadams@publicmgt.com

MCKINEY

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McKinney, TX 75070
281-592-0439
lhoward@publicmgt.com

SAN ANTONIO

P.O. Box 762648
San Antonio, TX 78245
281-592-0439
kcoignet@publicmgt.com

ABILENE

P.O. Box 505
Abilene, TX 79601
281-592-0439
mjimenez@publimgt.com

October 9, 2024

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

**Re: Proposal for Professional Services
Old Bethany Water Main Improvements—City of Bruceville-Eddy**

Dear Mr. Manton,

MRB Group, P.C. (MRB) appreciates the opportunity to submit this proposal for professional engineering services to the City of Bruceville-Eddy (Client). Our scope includes Basic Engineering Services to improve the water main along Old Bethany Road in two (2) locations and replace a Pressure Regulating Valve (PRV) vault. Please see the project background and description below for further details.

I. Background/Understanding

The City of Bruceville-Eddy contracted MRB Group to assist with its water main improvements along Old Bethany Road and to replace a Pressure Regulating Valve (PRV) vault at the southeast corner of the Winchester Drive and Howard Drive intersection. These replacements will relieve the City operators of the continuous maintenance required to provide adequate water supply to their customers.

II. Project Description

The Project's first segment includes replacing approximately 2,075 linear feet of an existing 6-inch water main running parallel with Old Bethany from Terrace Drive to Ringo Street with a 6-inch PVC water main. The existing 6-inch main is installed in a backyard alley and includes a creek crossing without an encasement. The water main has continuously leaked over the years, requiring continued maintenance. The creek crossing will be designed for a directional bore with encasement to allow for ease of maintenance or upsizing in the future.

The Project's second segment includes reconnecting an 8-inch water main cut and capped during a bridge replacement at the South Cow Bayou Creek crossing on Old Bethany Road. To put this main in service, the existing PRV vault at the western end of the supply line will need to be replaced and returned to service. The existing PRV vault is at the southwest corner of Winchester Drive and Howard Drive. This creek crossing will also be designed for a directional bore with encasement to allow for ease of maintenance or upsizing in the future.

III. Scope of Services and Compensation

MRB Group will provide the following services.

BASIC ENGINEERING SERVICES

A. Preliminary Engineering

1. Facilitate a kickoff meeting with the City to:
 - a. Establish project goals.
 - b. Discuss relevant design parameters and requirements.
 - c. Discuss schedules, milestones, and deliverables.
 - d. Discuss conceptual horizontal and vertical alignments.
2. Obtain ROW information from the Tax Appraisal District and perform topography surveying of the selected routes to determine visual and physical features within the project limits.
3. Coordinate with third-party utilities (Atmos, Oncor, etc.) regarding pipeline alignments, depths, ROWs, etc., and provisions for crossing existing utilities.
4. Develop a preliminary route alignment of the proposed main for City staff consideration.

Subtotal of A, Items 1-4 \$11,500.00

B. Design

1. Prepare design drawings for the proposed water mains to include:
 - a. Aerial photography background.
 - b. Topographical and physical features from survey data.
 - c. Proposed water main alignment plan for the 6-inch water main being replaced parallel with Old Bethany from Terrace Drive to Ringo Street, including service lateral reconnections.

- d. Proposed 8-inch water main reconnection at the South Cow Bayou Creek crossing along Old Bethany Road.
 - e. Plan and section drawings of the PRV vault replacement near the intersection of Winchester Drive and Howard Drive. The PRV will be manually set and operated (no electrical needs) and installed in a gravity drained vault.
 - f. Design details as required by the Project.
2. Attend periodic update meetings with City staff and provide 30% and 90% review submittals to the City.
 3. Prepare final Contract Documents for public bid of the work. The Project is anticipated to be bid under a single general contract. The design drawings and technical specifications will include all civil designs associated with the improvements. An updated Opinion of Probable Construction Costs (OPCC) will be provided for review at 90% design completion.

Subtotal of B, Items 1-3 \$52,000.00

C. Bidding

MRB Group will prepare bid documents for public bid. Bidding services include:

1. MRB will prepare an advertisement for bid to be published by the City, coordinate the publication of the bid documents, and provide documents to the City to be distributed to bidders as requested. Electronic bid documents (in PDF format) will be made accessible to bidders via CivCast USA.
2. Coordinate and chair a Pre-Bid meeting to present the general outline of the Project to bidders, clarify any questions on the contract documents, and prepare clarifications or changes via Addenda.
3. MRB will prepare Addenda based on questions and comments received from bidders during the bid process and distribute in PDF format via CivCast USA.
4. MRB will attend the Bid Opening and review the bids received to ensure completeness and conformance with the bidding requirements. A bid review, summary, and tabulation report will be provided to the City for their assistance in awarding the construction contract.

Subtotal of C, Items 1-4 \$8,500.00

D. Construction Administration:

MRB will provide the following tasks during the construction administration phase, based on an assumed four- (4) month construction duration.

1. MRB will assist the City with a review of contractor bonds and insurance to ensure compliance with contract documents.
2. Prepare conforming contract documents.
3. Conduct a pre-construction meeting with the contractor and City representatives.
4. Prepare the Notice to Proceed.
5. Review monthly Pay Applications.
6. Review Submittals, RFIs, and Change Orders.
7. Attend progress meetings bi-weekly throughout the anticipated four- (4) month construction phase.
8. Prepare construction closeout documents.
9. Prepare and deliver record drawings to the City based on contractor red-line markups. MRB will create these as-builts in AutoCAD software and provide them to the City in PDF format.

Subtotal of D, Items 1-9 \$23,250.00

Total Compensation..... \$95,250.00

The cost figure shown above represents our lump sum amount. Any additional work beyond this fee and outside the scope of this proposal will be reviewed with the Client. MRB Group will submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group hourly rates are subject to annual adjustment.

IV. Additional Services

The following items not included in the above scope of services can be provided on a on a time and material basis but would only be performed upon receipt of your authorization:

- A. Wetland/Floodplain determinations in the proposed project area.
- B. Geotechnical investigations.
- C. Historical/archival/archeological assessments for cultural resources in the proposed project area.
- D. Threatened & Endangered Species Habitat Assessment in the proposed project area.
- E. Public informational or other needed meetings or presentations above and beyond those identified under Basic Services.

- F. Phase 1 Environmental Assessment and revisions to the design to accommodate any abatement during construction if required.
- G. Construction Phase Services including on-site Observation for construction.
- H. Boundary Survey for proposed easements and easement acquisitions.
- I. Assist with Right-of-Entry letters for property access.
- J. Printing hardcopy sets of reports, plans, specifications, or other large documents. Printing costs will be passed on directly to the Client at cost.
- K. Construction materials testing and construction staking.
- L. Any other necessary or requested services not included in the Basic Services as previously defined.
- M. Financial assistance or documentation required by funding agencies.
- N. Subsurface Utility Engineering for ascertaining subsurface locations of existing utilities.
- O. Construction Administration services beyond the estimated construction duration noted above.
- P. Regulatory or other permit fees are assumed to be paid by the City.

V. Commencement of Work

MRB Group is committed to providing the City of Bruceville-Eddy with prompt and responsive service. We will commence work upon receipt of the signed contract for this Project. We anticipate a preliminary phase duration of sixty (60) days, followed by a design phase duration of ninety (90) days following City approval of the preliminary phase documents.

VI. Standard Terms and Conditions

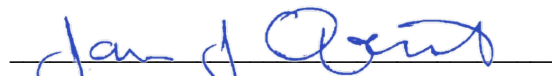
Attached hereto and made part of this Agreement are MRB Group's *Terms and Conditions* revised for the City of Bruceville-Eddy.

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

Sincerely,



Armand Hunt, P.E.
Senior Engineer



James J. Oberst, P.E., LEED AP
Executive Vice President/COO

<https://mrbgroup365.sharepoint.com/sites/Proposals/Shared Documents/Texas/Bruceville-Eddy, City of/O-24-0693 Old Bethany Water Main Improvements/Old Bethany Water Main Improvements Proposal.docx>

Enclosure MRB Group Terms and Conditions revised for the City of Bruceville-Eddy

Proposal Accepted for the City of Bruceville-Eddy by:

Signature

Title

Date

MRB GROUP, P.C.

AGREEMENT FOR PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONSCity of Bruceville-Eddy Version**A. TERMINATION**

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

B. OWNERSHIP OF DOCUMENTS

~~All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.~~

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

C. ESTIMATES

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

D. INSURANCE

~~The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.~~

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

E. INDEPENDENT CONTRACTOR

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

F. SUCCESSORS AND ASSIGNS

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

G. P.S.O. NOT RESPONSIBLE FOR SAFETY PROVISIONS

The P.S.O. is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The P.S.O. is not responsible for the Contractor's failure to execute the work in accordance with the Contract Drawings and/or Specifications.

H. INVOICES AND PAYMENT

Client will pay MRB Group, Engineering, Architecture, Surveying, D.P.C. for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the

proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group, D.P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

J. P.S.O. NOT AN EMPLOYEE

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

K. INDEMNITY

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.

This is **EXHIBIT K**, consisting of two (2) pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 10, 2012.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. Four (4)

The Effective Date of this Amendment is October 24, 2024.

Background Data

Effective Date of Owner-Engineer Agreement: February 10, 2012

Owner: City of Bruceville-Eddy

Engineer: Tabor & Associates, Inc.

Project: New Wastewater System

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer (No Change in Total Engineering Fee)
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

1. This Agreement is hereby amended as follows: Deduct \$50,000.00 from Resident Inspection Services and add \$50,000.00 to Basic Services – Construction Phase. Due to five different contractors working at different sites and the complexity of the work, this transfer will allow the Project Engineer to provide management of five contractors and more frequent on-site inspections. This will also allow the USDA RD approved Resident Inspector to perform inspection services at the contract hourly rate.

Agreement Summary:

Original agreement amount:	<u>\$430,000.00</u>
Net change for prior amendments:	<u>\$762,700.00</u>
This amendment amount:	<u>\$0.00</u>
Adjusted Agreement amount:	<u>\$1,192,700.00</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is October 24, 2024.

OWNER:

City of Bruceville-Eddy

By: _____

Print Name: Linda Owens

Title: Mayor

Date Signed: 10-24-2024

ENGINEER:

Tabor & Associates, Inc.

By: 

Print Name: Johnny M. Tabor, P.E.

Title: President

Date Signed: 10-15-2024

This is **EXHIBIT C**, consisting of one (1) page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated February 10, 2012.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$1,102,700.00 based on the following estimated distribution of compensation:

a. Study and Report Phase	<u>\$63,000.00</u>
b. Preliminary Design Phase	<u>\$528,300.00</u>
c. Final Design Phase	<u>\$127,350.00</u>
d. Bidding and Negotiating Phase	<u>\$55,675.00</u>
e. Construction Phase	<u>\$272,700.00</u>
f. Post-Construction Phase	<u>\$55,675.00</u>

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses: None

The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates*
Method of Payment

A. *Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this Paragraph is estimated to be \$50,000.00 based upon contract time as set forth herein.

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar project related items in addition to those required under Exhibit A, and if authorized in advance by Owner, overtime work requiring higher than regular rates. In addition, if authorized in advance by Owner, reimbursable expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.1. External expenses are limited to subconsultant or subcontracted services.

4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer. Modifications to fees shall be made by Amendment.

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. Engineer is responsible for monitoring charges generated under this Agreement. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. Modifications to fees shall be made by Amendment only.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

Kent Manton

From: Tabor & Associates Inc. <taborengr@aol.com>
Sent: Tuesday, October 15, 2024 2:57 PM
To: Kent Manton
Cc: terri.chenoweth@usda.gov
Subject: [External Email]City of Bruceville-Eddy
Attachments: BEddy Engr Amend #4.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the organization! Do not click links, open attachments or reply, unless you recognize the sender's email address and know the content is safe!

Kent:

Attached is Amendment #4 to Owner-Engineer Agreement for the New Wastewater System.

There is no change in total engineering fee. This amendment transfers \$50,000 from Resident Inspection Services to Basic Services - Construction Phase as described in the Description of Modifications.

With five contractors to manage, this will allow the Project Engineer to administer the contractors and provide more frequent on-site inspection. This will also allow the approved Resident Inspector to perform inspection services at the contract hourly rate. We (Project Engineer and approved Resident Inspector) have been working on this project for nearly 20 years and due to the complexity of the project, feel we are the most qualified to observe the construction work.

Please add this Amendment to the City Council Meeting on October 24th for Council approval.

If you have any questions, please do not hesitate to contact our office.

Thank you,
Johnny M. Tabor, P.E., President
Tabor & Associates, Inc.
Firm #3229
1005 South 18th Street
P O Box 1788
Waco, Texas 76703
Telephone: 254-756-2118
taborengineers.com



In a message dated 10/2/2024 3:12:11 PM Central Daylight Time, terri.chenoweth@usda.gov writes:

Request is approved; proceed with Amendment.



Terri Chenoweth

Community Programs Specialist

Texas Rural Development

United States Department of Agriculture

101 Industrial Loop, Suite 102 | Hillsboro, TX 76645

Office: 254.582.7328, Ext. 121

Mobile: 254.266.5121

Fax: 1-844-496-7984

Email: terri.chenoweth@usda.gov

Website: www.rd.usda.gov/TX

Follow us on [Twitter!](#) @RD_Texas

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From: Tabor & Associates Inc. <taborengr@aol.com>
Sent: Wednesday, October 2, 2024 2:14 PM
To: Chenoweth, Terri - RD, TX <terri.chenoweth@usda.gov>
Subject: [External Email]City of Bruceville-Eddy

[External Email]
If this message comes from an **unexpected sender** or references a **vague/unexpected topic**;
Use caution before clicking links or opening attachments.
Please send any concerns or suspicious messages to: Spam.Abuse@usda.gov

Terri:

As per our telephone conversation, Tabor & Associates, Inc. is requesting an Amendment to the Agreement between Owner and Engineer.

The amendment would not change the total engineering fee for this project. We are requesting to transfer \$50,000 from Resident Inspection Services to Basic Services - Construction Phase. This will reduce the Resident Inspection Services Fee to \$50,000 and increase Basic Services Construction Phase from \$222,700 to \$272,700.

With five contractors to inspect, this will allow the Project Engineer to provide more frequent on-site inspection and still allow the approved Resident Inspector to also perform inspection services at the contract hourly rate.

We (Project Engineer and approved Resident Inspector) have been working on this project for nearly 20 years and due to the complexity of the project, feel we are the most qualified to observe the construction work.

If this request is approved, we will forward an amendment to the City for signatures and forward to USDA RD for approval.

Thank you,

Johnny M. Tabor, P.E., President

Tabor & Associates, Inc.

Firm #3229

1005 South 18th Street

P O Box 1788

Waco, Texas 76703

Telephone: 254-756-2118

taborengineers.com





CITY OF BRUCEVILLE-EDDY- ZONING CHANGE APPLICATION

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

Name(s) of Property Owner: Christopher Grusendorf

Current Address: 953 Theresa Ln

City: Moody State: Tx Zip: 76557 -

Primary Phone: (254) 304 - 0932 Cell Phone: () -

Email: JLYNNGRUSENDORF101@GMAIL.COM

Name of Applicant: _____
(If different than Property Owner)

Address: _____

City: _____ State: _____ Zip: _____ - _____

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

Email: _____

Address/Location of property to be rezoned: 202 Eagle Dr., Eddy, TX 76524

Legal Description: HARRIS EXTENSION Lot 1A 1B 2B Block 1 2 Acres .661 and
HARRIS EXTENSION Lot B Block 4 Acres .337

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

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

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

Total Acreage: 1.252 Number of Lots: 2

Type of Ownership: Sole Ownership Partnership Corporation Other

Present Zoning: Residential Present Use: _____

Proposed Zoning: Commercial Proposed Use: _____

Conditional Use Permit for: _____

This property was conveyed to owner by deed dated 8/10/2016 and recorded in Volume 87,
Page 90, Instrument Number 2016026013 of the McLennan or Falls County Deed Records.
(Attached)

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



CITY OF BRUCEVILLE-EDDY- ZONING CHANGE APPLICATION

Requirements for all zoning change application submittals:

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

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

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

Applicant: Christopher Grusendorf Case #: N/A
Intake Date: 9-10-24 Received by: Pam Combs
Amount Paid: \$ 300.00 Cash/MO#/Check #: 1214 Receipt #: 346575

ORDINANCE NO. O 10-24-2024-1

AN ORDINANCE OF THE CITY OF BRUCEVILLE-EDDY, TEXAS, AMENDING EXHIBIT 14A OF THE CODE OF ORDINANCES OF THE CITY, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY CHANGING THE ZONING CLASSIFICATION ON CERTAIN TRACTS OF LAND LEGALLY DESCRIBED AS LOT B, BLOCK 4 CONTAINING 0.337 ACRES AND LOTS 1A, 1B, 2B, BLOCKS 1 & 2, CONTAINING 0.661 ACRES, SITUATED IN THE HARRIS EXTENSION, MCLENNAN COUNTY, TEXAS, ACCORDING TO DEED INSTRUMENT NO. 2016026013, MCLENNAN COUNTY; AND MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT “A”, FROM ITS ZONING CLASSIFICATION OF SINGLE-FAMILY DWELLING DISTRICT-1 TO GENERAL BUSINESS DISTRICT; PROVIDING THAT SUCH TRACTS OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING THAT THE ZONING MAP SHALL REFLECT GENERAL BUSINESS DISTRICT FOR THIS PROPERTY; PROVIDING A PENALTY; PROVIDING REPEALING, SEVERABILITY, A SAVINGS CLAUSES; AND AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AND IT IS SO ORDERED.

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

Ayes:

Abstentions:

Nays:

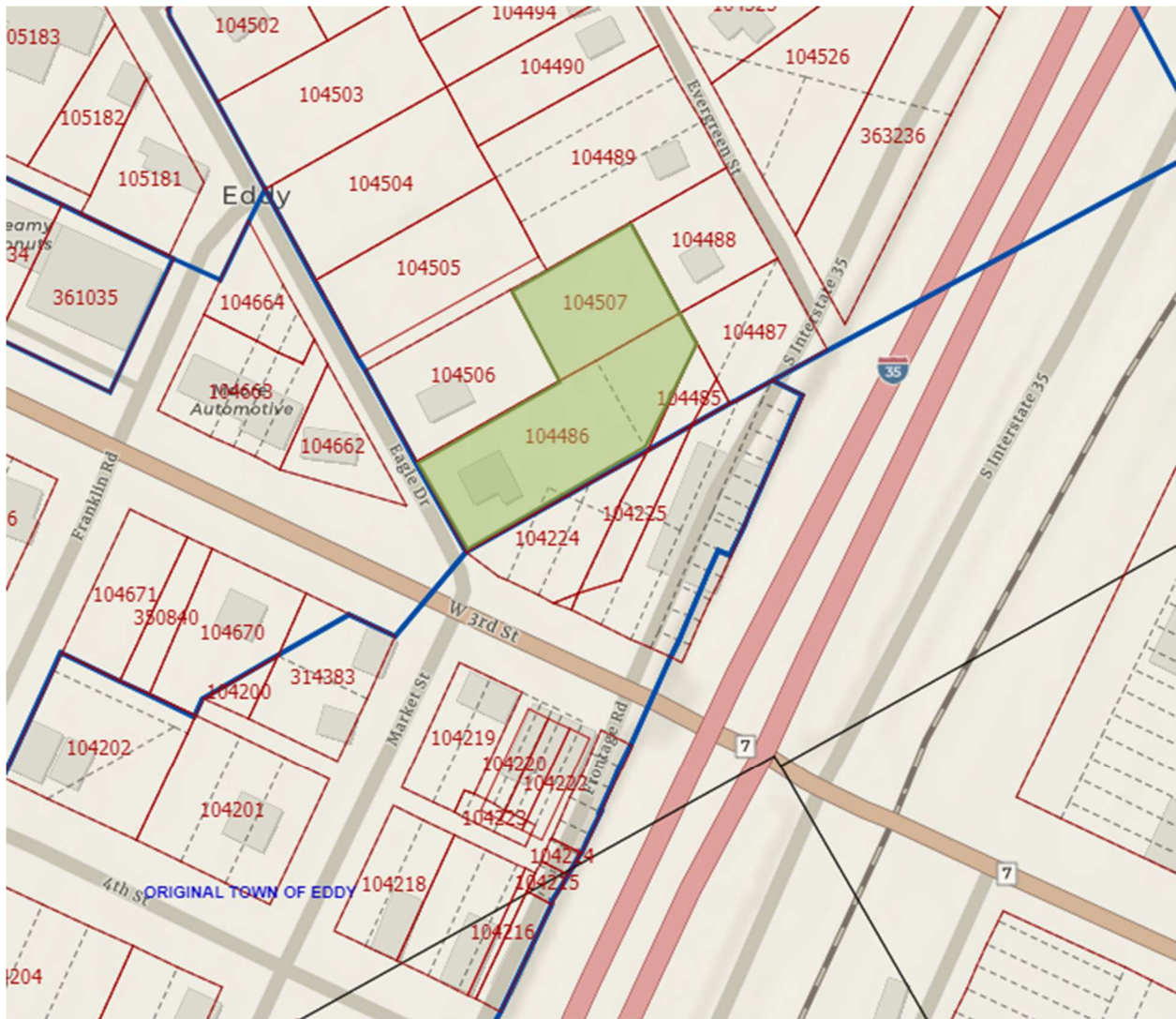
At regular meeting October 24, 2024.

Linda Owens, Mayor

ATTEST:

Pam Combs, City Secretary

Exhibit "A"
Map of Properties



September 10, 2024
Rezoning Letter of Request
City of Bruceville-Eddy

144 Wilcox Dr, Bruceville-Eddy, Texas 76524

RE: Rezoning Letter of Request
Proposed Commercial Zoning
202 Eagle Dr Eddy, Texas 76524

Location: Parcels HARRIS EXTENSION Lot 1A 1B 2B Block 1 2 Acres .661 and HARRIS EXTENSION Lot B Block 4 Acres .337, 202 Eagle Dr Eddy, Texas 76524.
As shown below on existing zoning map.

Existing Zoning: Residential
Proposed Zoning: Commercial
Future Land Use: Retail or similar type business
Acreage of property to be rezoned 2.252 acres.

To Whom It May Concern,

We are requesting zoning change of Parcels HARRIS EXTENSION Lot 1A 1B 2B Block 1 2 Acres .661 and HARRIS EXTENSION Lot B Block 4 Acres .337 (see attached map) approximately 2.252 acres, to contribute to the growth of downtown Eddy, Texas. There is room here for a number of retail stores, such as an ACE hardware store or a similar business. The adjacent properties are currently zoned commercial (104224, 104225, 104485, and 104488). Rezoning the proposed properties would add to what the city has already established (see attached zoning map) for commercial zoning to promote small businesses to move into downtown Eddy. The surrounding properties, along with current residents, would benefit the convenience of small businesses without traveling into Waco or Temple.

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

Date: August 10, 2016

Grantor: Wendell Shotwell, owning, claiming and occupying other property as homestead

Grantee: Christopher Grusendorf

Grantee's Mailing Address: 953 Theresa Lane, Moody, Texas 76557

Consideration: \$10.00 and other good and valuable consideration.

Property: See the attached Exhibit A.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Liens described as part of the Consideration and any other liens described in this Deed as being either assumed or subject to which title is taken; any visible and apparent road or other easement crossing the land, whether public or private easement, the existence of which is not disclosed by the public records, including, but not limited to, existing utility lines and equipment in place; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing 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; and taxes for 2016, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

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 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.

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.

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Date: August 10, 2016

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Grantee: Christopher Grusendorf

Grantee's Mailing Address: 953 Theresa Lane, Moody, Texas 76557

Consideration: \$10.00 and other good and valuable consideration.

Property: See the attached Exhibit A.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Liens described as part of the Consideration and any other liens described in this Deed as being either assumed or subject to which title is taken; any visible and apparent road or other easement crossing the land, whether public or private easement, the existence of which is not disclosed by the public records, including, but not limited to, existing utility lines and equipment in place; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing 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; and taxes for 2016, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

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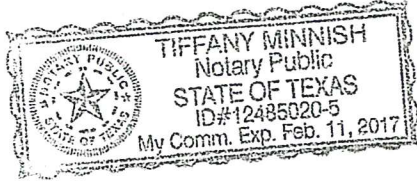
When the context requires, singular nouns and pronouns include the plural.

Wendell Shotwell
WENDELL SHOTWELL

THE STATE OF TEXAS §
COUNTY OF MCLENNAN §

This instrument was acknowledged before me this 10 day of August, 2016
by the said Wendell Shotwell.

Tiffany Minish
Notary Public



Return to:
Home Abstract

EXHIBIT "A" LEGAL DESCRIPTION

File No.: 20161850

BEING all that tract of land in the City of Eddy, McLennan County, Texas, and being all of that called Tract One, Tract Two and Tract Three described in a deed to Wendell Shotwell recorded under County Clerk's File Number 2006047118 of the Official Public Records of McLennan County, Texas, being part of Block 6 of the Original Town of Eddy, McLennan County, Texas, as per plat recorded in Volume 87, page 90 of the Deed Records of McLennan County, Texas, being part of that called Harris Extension Addition to the City of Eddy, McLennan County, Texas, an unrecorded subdivision, and being further described as follows:

BEGINNING at a 1/2 inch steel rod set at the West corner of said Tract One, the South corner of that tract of land described in a deed to Helen M. Casteel, recorded under County Clerk's File Number 2003024680 of the Official Public Records of McLennan County, Texas, and the Northeast line of Eagle Drive;

THENCE North 61 degrees 10 minutes 41 seconds East, 165.47 feet to a pipe found at the South corner of said Tract Two and the East corner of said Casteel tract;

THENCE North 28 degrees 49 minutes 19 seconds West, 104.51 feet to a pipe found at the West corner of said Tract Two and the North corner of said Casteel tract;

THENCE North 61 degrees 10 minutes 41 seconds East, 139.06 feet to a 1/2 inch steel rod set at the North corner of said Tract Two and the West corner of Block 3 of said Harris Extension Addition;

THENCE South 30 degrees 30 minutes 49 seconds East, 130.34 feet to a 5/8 inch steel rod found in the Northeast line of said Tract One and the North corner of that called 0.825 acres of land described in a deed to Loretta Appel, recorded under County Clerk's File Number 2006041184 of the Official Public Records of McLennan County, Texas.

THENCE South 23 degrees 20 minutes 45 seconds West 287.20 feet to an aluminum Texas Department of Transportation monument found at the North corner of that called 0.004 acres of land described in a deed to The State of Texas, recorded under County Clerk's File Number 2011009690 of the Official Public Records of McLennan County, Texas.

THENCE South 69 degrees 24 minutes 33 seconds West, 26.48 feet to a 1/2 inch steel rod set at the West corner of said 0.004 acres, the Southwest line of said Tract Three and the North line of State Highway 107;

THENCE North 66 degrees 26 minutes 50 seconds West, 85.95 feet to a 1/2 inch steel rod set at an outside corner in the Southwest line of said Tract Three and the intersection of the Northeast line of Eagle Drive and the North line of State Highway 107;

THENCE North 30 degrees 05 minutes 04 seconds West, 130.09 feet to the point of beginning, containing 1.252 acres of land, more or less.

File No.: 20161850
Exhibit A Legal Description

FILED AND RECORDED

Instrument Number: 2016026013

Filing and Recording Date: 08/10/2016 04:16:03 PM Pages: 4 Recording Fee: \$24.00

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

suarezp



The City of Bruceville-Eddy Rising into the Future

144 Wilcox Drive
Eddy, Texas 76524

www.bruceville-eddy.us

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

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

September 17, 2024

Re: Requested Zoning Change

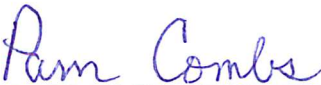
The Bruceville-Eddy City Council will hold a public hearing on October 24, 2024 at 6:00pm, in the City Council Chambers, Bruceville-Eddy City Hall, 144 Wilcox Drive, Eddy, Texas. This is for considering a change of zoning from Single Family Dwelling District to General Business District. This would be on property described below and located as follows:

202 Eagle Dr
Harris Extension Lot B, Block 4, Acres .337
Property ID# 104507
Harris Extension Lot 1A,1B,2B-Block 1 2, Acres .661
Property ID# 104486

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

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

City of Bruceville-Eddy Council



Pam Combs, City Secretary

Christopher Grusendorf
953 Theresa Ln
Moody, Texas 76557

Steven F. Whittle
815 Columbus Ave, Apt 3104
Waco, Texas 76701

Jake Moser
P. O. Box 1076
Rockwall, Texas 75087-
1076

Alexander Ledesma
6614 Brooks Dr
Temple, Texas 76502-6301

Brandon Moore
202 W 3rd St
Eddy, Texas 76524

Tx Dot
% Row
100 S Loop Dr
Waco, Texas 76704-

Timmermann Commercial
Investments, LP
501 Vale St
Austin, Texas 78746-5732

Jose M. Deleon, Sr., Etux Rev
Living Trust
114 Evergreen St
Eddy, Texas 76524-2568

William & Margaret Weaver
199 CR 435
Eddy, Texas 76524-2585

Barbara Robbins
203 W 3rd St
Eddy, Texas 76524-2617

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

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

PUBLICATION DATES:
Sep. 24, 2024

Notice ID: za2HQUr12TDlcsF5oGyJ
Publisher ID: 124789
Notice Name: Notice of Public Hrg 10/24

PUBLICATION FEE: \$122.97

Hannah Ward

Agent

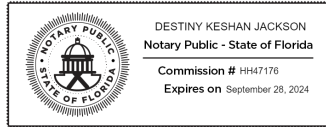
VERIFICATION

State of Florida
County of Duval

Signed or attested before me on this: 09/25/2024

Destiny K. Jackson

Notary Public
Notarized remotely online using communication technology via Proof.



NOTICE OF PUBLIC HEARING

The Bruceville-Eddy City Council will hold a public hearing October 24, 2024 at 6:00pm in the Bruceville-Eddy City Hall, 144 Wilcox Dr., Eddy, Texas for the purpose of rezoning from Single Family Dwelling District to General Business Property described and located as follows: Property ID# 104507, 202 Eagle Dr, Eddy, Texas 76524 Harris Extension, Lot B, Block 4, Acres .337 Property ID# 104486, 202 Eagle Dr, Eddy, Texas 76524 Harris Extension Lot 1A, 1B, 2B-Block 1 2, Acres .661 The Public hearing is open to any interested persons. Opinions, objections, and/or comments related to this matter may only be expressed in writing, via e-mail, or in person. Another person or attorney may also represent you.

TEXAS DOCUMENT SOLUTIONS

You're In Charge!SM

Austin, TX 78758
 College Station, TX 77845
 Lufkin, TX 75901
 Tyler, TX 75703
 Waco, TX 76712

• 2800 Longhorn Blvd #101
 • 2151 Harvey Mitchell Pkwy #100
 • 2003 Atkinson Drive
 • 4619 Troup Highway
 • 6807 Woodway Drive

• 512-886-4100 (Fax) 512-886-4101
 • 979-775-5500 (Fax) 979-775-5900
 • 936-699-2800 (Fax) 936-699-4299
 • 903-509-9900 (Fax) 903-509-9905
 • 254-881-7500 (Fax) 254-754-0555

CUSTOMER NO.	ORDER DATE 10/02/2024	INSTALL DATE	TECH REP.	SALES REP. Rachel Thomas
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BILL TO: **SHIP TO (if other than Bill To):**

NAME City of Bruceville-Eddy			NAME City of Bruceville-Eddy		
ADDRESS 143 Wilcox Drive			ADDRESS 143 Wilcox Drive		
CITY	STATE	ZIP	CITY	STATE	ZIP
Eddy	TX	76524	Eddy	TX	76524
CONTACT Kent Manton			CONTACT Kent Manton		
PHONE		FAX	PHONE		FAX
(254) 859-5964			(254) 859-5964		
ADDITIONAL COMMENTS			EMAIL kmanton@bruceville-eddy.us		

<input checked="" type="checkbox"/> New Customer <input type="checkbox"/> Existing Customer			CUSTOMER STATUS: Credit Type 60 Months	Sale Type Flex Rental	TYPE ACTION REQUEST: <input type="checkbox"/> Trial Dates: _____ to _____ <input type="checkbox"/> Other, specify _____	SHIP VIA: _____ P.O. NO. _____
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QTY.	PROD. NO.	DESCRIPTION	SERIAL NO.	METER	UNIT PRICE	TOTAL
1	5QJ90A	HP Color LaserJet Managed MFP E786dn (25ppm) (City Hall)				*See Flex Rental
1	8EP57AAE	Speed License (25 to 35ppm)				
1	6GW54A	Workgroup Stand				
1	6QP98A	Color LaserJet Enterprise MFP X57945dn (Police Department)				
1	1M0Q0A	MFP Analog Fax 702 Accessory (dn z zs)				

Annual Full Service Maintenance Agreement Includes All Parts, All Toner(s), On-Site Service Labor & Firmware Updates. Excludes Staples, Paper & On-Going Network Services (after initial installation).

- This agreement includes - **0** - b/w impressions **Monthly**.
- All additional black impressions to be billed **Monthly @ \$0.00750** per impression based on actual volumes
- This agreement includes - **0** - color impressions **Monthly**.
- All additional color impressions to be billed **Monthly @ \$0.04000** per impression based on actual volumes
- No Charge for Shipping on Supplies.

GENERAL MANAGER	DATE	Freight	
SALES MANAGER	DATE	Subtotal	
SERVICE MANAGER	DATE	Sales Tax	Exempt
CUSTOMER ACCEPTANCE	DATE	TOTAL	*See Flex Rental

SERVICE / SUPPLY PLATINUM USER AGREEMENT
Terms and Conditions

1. This agreement shall remain in full force and effect, unless cancelled by either party in writing. This agreement may be terminated or changed at any time, by either party on thirty (30) days written notice. Customer's obligation to pay all charges, which have accrued, shall survive any termination of this Agreement, the prorated portion of any amount prepaid will be refunded.
2. Monthly and Quarterly Base costs are payable in advance based upon the Copy Volume Level and specification provided on the reverse side of this agreement, whereas the excess cost per copy changes are payable in the arrears.
3. Texas Document Solutions, Inc. shall provide inspections during the contract period at appropriate intervals. Inspections may be made in conjunction with regular or emergency service calls. Inspections, as well as all service calls, shall be made during normal business hours.
4. Texas Document Solutions, Inc. will provide parts, which have been broken or worn through normal use and are necessary for servicing and maintenance adjustments. Parts damaged by misuse or carelessness will be charge to the customer in accordance with the Texas Document Solutions, Inc. parts list price. Photoreceptive Drums are included, except for facsimile systems and cartridge type copiers and printers.
5. All service calls under this Agreement will be made during normal business hours at the customer's address as show on the reverse side hereof. Should the equipment be moved to a location in a more distant zone, there may be an increase in the annual maintenance charge. Should the equipment be moved out of the Company's authorized serving area, this contract shall be terminated. Relocation of equipment is not covered by this agreement and will be billed at the agreed upon rate.
6. This agreement shall not apply to repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, or surges, acts of God, fire, water, unauthorized supplies, or other repairs made necessary by service personnel other than those of Texas Document Solutions, Inc. Charges for repairs or replacement due to the foregoing shall be borne by the Customer.
7. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority shall be paid by the Customer, in accordance with the law.
8. This Agreement covers only the equipment described and does not include any accessories not listed thereon, nor does it include third party add-on devices, such as accounting software and hardware, coin-op box, etc.
9. This Agreement does not cover the customer's network or problems related to or from the connected network. There are no warranties or guarantees regarding problems associated with the operation of the customer software or operating systems. Texas Document Solutions, Inc. will not be held responsible for any down time at clients location.
10. This Agreement is not transferable by Customer, except with the written consent of Texas Document Solutions, Inc.
11. This Agreement includes all toner and developer used under normal use, unless otherwise noted. However, it does not include excess usage attributable to theft, misuse or sky copies!
12. This Agreement constitutes the entire agreement between the Customer and Texas Document Solutions, Inc. with respect to furnishing of Texas Document Solutions, Inc. service.
13. Optimum performance of the equipment covered by this Agreement can be expected only if supplies provided by, or meeting the specifications of Texas Document Solutions, Inc. are used.
14. The initial term of this agreement shall commence on the date of equipment installation. This agreement shall be automatically renewed upon expiration of the initial period, for successive renewal terms at the standard published service rates, in effect at the time of applicable renewal.
15. Texas Document Solutions, Inc. would setup and configure a total of 5 stations at the time of the initial sale installation. Additional charges will be billed at the standard hourly rate for a minimum of one hour for each additional work station or computer upgrade (hardware, hard drive, CPU, operating system software change, etc.)
16. Third Party Deliver Charges for consumable supplies such as toner, imaging units, waste toner bottles and staples will be billed separately.

2800 Longhorn Blvd. #101 • Austin, TX 78758 • Phone: 512.886.4100 • Fax: 512.886 4101

The words **you** and **your** refer to the customer. The words **Owner, we, us** and **our** refer to **Texas Document Solutions, Inc.** Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

CUSTOMER INFORMATION

FULL LEGAL NAME City of Bruceville-Eddy			STREET ADDRESS 143 Wilcox Drive	
CITY Eddy	STATE TX	ZIP 76524	PHONE (254) 859-5964	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE) City of Bruceville-Eddy			BILLING STREET ADDRESS 143 Wilcox Drive	
CITY Eddy	STATE TX	ZIP 76524	E-MAIL kmanton@bruceville-eddy.us	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

MAKE/MODEL NO./ACCESSORIES

SERIAL NO.

STARTING

HP Color LaserJet Managed MFP E786dn (25ppm) - City Hall		
HP Color LaserJet Enterprise MFP X57945dn - Police Department		

RENTAL TERMS

RENTAL PAYMENT AMOUNT

SECURITY DEPOSIT

Term in Months <u>60</u> (mos.)	<u>60</u> Payments* of <u>\$193.00</u> (Plus Applicable Taxes)	\$ <u>N/A</u> (Plus Applicable Taxes)
	Rental Payment Period is Monthly Unless Otherwise Indicated.	
Payment includes <u>0</u> B&W images per month	Excess Usage Charge Monthly at \$0.00750 per B&W image	
Payment includes <u>0</u> Color images per month	Excess Usage Charge Monthly at \$0.04000 per Color image	

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

OWNER ACCEPTANCE

Texas Document Solutions, Inc.		
DATED	OWNER	TITLE
	SIGNATURE	

CUSTOMER ACCEPTANCE

By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Owner and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

City of Bruceville-Eddy	<input checked="" type="checkbox"/>	
DATED	CUSTOMER (as referenced above)	TITLE
	SIGNATURE	

FEDERAL TAX I.D.#

PRINT NAME

CONTINUING GUARANTY

As additional inducement for us to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you waive all defenses and notice of those changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 14 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. You waive trial by jury in any action between us and waive transfer of venue. It is not necessary for us to proceed first against customer before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes.

	<input checked="" type="checkbox"/>	
PRINT NAME OF GUARANTOR	SIGNATURE	DATED

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon your signing below, your promises herein will be irrevocable and unconditional in all respects.

City of Bruceville-Eddy	<input checked="" type="checkbox"/>	
DATE OF DELIVERY	CUSTOMER (as referenced above)	TITLE
	SIGNATURE	

1. **AGREEMENT:** You agree to rent from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this Master Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed Equipment ("Agreement") and supersedes any purchase order or outstanding invoice. This Agreement may be modified only by written Agreement and not by course of performance. You authorize us to insert in this Agreement serial numbers and other identification about the Equipment, as well as other omitted factual matters. This Agreement becomes valid upon execution by us and will begin on the date shown and will continue from the first day of the following month for the number of consecutive months shown. The term will be extended automatically for successive 12 month terms unless you send us written notice between ninety (90) and one hundred twenty (120) days before the end of any term of your intent to return the Equipment AND complete the purchase or return within 30 days of the end of term. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this Agreement including your proper legal name, serial numbers and any other numbers describing the Equipment. You agree to provide updated annual and/or quarterly financial statements to us upon request.

2. **RENT:** Rent will be payable in installments, each in the amount of the basic rental payment shown plus any applicable sales tax, use tax, or property tax. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. In the event this Agreement is not commenced, the security deposit will be retained by us to compensate us for our documentation, processing and other expenses. If for any reason, your check is returned for nonpayment, a \$35.00 bad check charge will be assessed.

3. **OWNERSHIP OF EQUIPMENT:** We are the Owner of the Equipment and have sole title to the Equipment (excluding software). You agree to keep the Equipment free and clear of all liens and claims.

4. **WARRANTY DISCLAIMER:** WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. Notwithstanding any other terms and conditions of the Agreement, you agree that as to software only: a) We have not had, do not have, nor will have any title to such software, b) You have executed or will execute a separate software license agreement and we are not a party to and have no responsibilities whatsoever in regard to such license agreement, c) You have selected such software and WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR NATURE OF SUCH SOFTWARE.

5. **LOCATION OF EQUIPMENT:** You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, you will return the Equipment to a location we specify at your expense, in retail resaleable condition, full working order, and in complete repair.

6. **LOSS OR DAMAGE:** You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid rental payments for the full rental term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

7. **COLLATERAL PROTECTION AND INSURANCE:** You are responsible for all risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Rental Obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain such insurance, and add an insurance fee of the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT.

8. **INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment.

9. **TAXES AND FEES:** You agree to pay when due all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf. In addition you agree to pay us a UCC filing fee of \$35.00 and reimburse us for all costs involved in documenting and servicing this Agreement. You further agree to pay us up to \$75.00 on the date the first payment is due as an origination fee. If the total sum of the payments exceeds \$75,000, the origination fee will be no greater than \$99.50. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

10. **ASSIGNMENT:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBRENT THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign, or transfer this Agreement, the new Owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Owner will not be subject to any claims, defenses, or set offs that you may have against us.

11. **DEFAULT AND REMEDIES:** If you do not pay any rental payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of 15% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and require that you pay (1) the unpaid balance of this Agreement (discounted at 4%); (2) the amount of any purchase option and if none is specified, 20% of the original Equipment cost which represents our anticipated residual value in the Equipment; (3) and return the Equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Owner or its Assignee or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive customer's rights under Article 2A (508-522) of the UCC.

12. **UCC FILINGS:** You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, in order to show our interest in the Equipment.

13. **SECURITY DEPOSIT:** The security deposit is payable upon execution and non-interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 11, the security deposit will be refunded to you after the return of the Equipment in accordance with paragraph 5.

14. **CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state of Owner or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. You irrevocably agree that any dispute or claim arising under the Agreement will be adjudged or determined in any court or courts in the state of the Owner or its Assignee's principal place of business, or in any court or courts in your state of residence, or in any other court having jurisdiction over you or your assets, all at the sole election of the Owner or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Owner or its Assignee in relation to such matters and waive transfer of venue. You waive trial by jury in any action between us and waive defense of inconvenient forum.

15. **DELIVERY OF ORIGINALS:** You agree to submit the original master rental documents with the security deposit to the Owner via overnight courier the same day of the facsimile transmission of the rental documents. Should we fail to receive these originals, you agree to be bound by the faxed copy of this Agreement with appropriate signatures. Customer waives the right to challenge in court the authenticity of a faxed copy of this Agreement and the faxed copy shall be considered the original and shall be the binding Agreement for the purposes of any enforcement action under paragraph 11.

16. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance by Supplier (during normal business hours); inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as toner and developer. Paper must be separately purchased by you. If necessary, the service and supply portion of this Agreement may be assigned. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you.

17. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. At the end of the first year of this Agreement and once each successive twelve month period, we may increase the per image charge of the images included and overages by a maximum of 6% of the existing charge.

18. **UPGRADE/DOWNGRADE PROVISION:** AFTER INCEPTION OF THE AGREEMENT AND UPON YOUR REQUEST, WE MAY REVIEW YOUR IMAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING TO ACCOMMODATE YOUR NEEDS.

FOR MUNICIPALITIES ONLY

19-A. **CUSTOMER COVENANTS:** You covenant and warrant that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and

(2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of you to make its Base Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of you; nor is there any basis for any such action, suit, proceeding or investigation; and

(3) That the Equipment will be operated and controlled by you and will be used for essential government purposes and will be essential for the term of the Agreement.

(4) You have not previously terminated a rental for non-appropriation, except as specifically described in a letter appended hereto.

19-B. **SIGNATURES:** Each signor (two if monthly payment exceeds \$1,200) warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind you. Signor(s) for you further warrant(s) its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of you authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

19-C. **NON APPROPRIATION:** In the event you are in default under the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of your obligations under the Agreement during said fiscal period;

2. Such non-appropriation did not result from any act or failure to act of you;

3. You have exhausted all funds legally available for all payment due under the Agreement; and

4. There is no other legal procedure by which payment can be made to Owner.

Then, provided that (a) you have given Owner written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Owner has received a written opinion from your counsel verifying the same within ten (10) days thereafter upon receipt of the Equipment delivered to a location designated by Owner, at your expense, Owners remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the Equipment as Owner in its sole discretion may desire, without any duty to account to you.



Police Department

143 Wilcox Dr.
Eddy, TX 76524

www.bruceville-eddy.us

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

Police Department Activity Report: September 1, 2024 – September 30, 2024

Calls for Service: Total 121

890 Dorsey	894 Martinez	895 Erwin	896 Hesterberg	898 Cade	899 Presnull
22	16	24	27	25	7

Arrest, Offense, Incident

Reports:

Total 12

890 Dorsey	894 Martinez	895 Erwin	896 Hesterberg	898 Cade	899 Presnull
3	4	0	0	1	4

Criminal Offense Arrests:

Total 15

890 Dorsey	894 Martinez	895 Erwin	896 Hesterberg	898 Cade	899 Presnull
2	0	2	2	2	6

Crash Reports: Total 10

890 Dorsey	894 Martinez	895 Erwin	896 Hesterberg	898 Cade
4	0	0	2	4

Citations & Warnings: Total 298

890 Dorsey	894 Martinez	895 Erwin	896 Hesterberg	898 Cade
116 citations 1 warning	16 citations 23 warnings	12 citations 16 warnings	10 citations 19 warnings	63 citations 22 warnings

Citations Total: 217

Warnings Total: 81



Police Department

143 Wilcox Dr.
Eddy, TX 76524

www.bruceville-eddy.us

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

Police Department Activity Report: September 1, 2024 – September 30, 2024

Security Checks: 123
School Zone Enforcement: 17
Neighborhood Patrol: 32
Directed Traffic Enforcement: 52

Call Type Report

BRUCEVILLE-EDDY POLICE DEPARTMENT

From: SEPT 1 2024

To: SEPT 30 2024

Call Type Description	Number of Calls
ABANDONED VEHICLE	14
AGENCY ASSIST BELL COUNTY SHERIFFS DEPARTMENT	1
AGENCY ASSIST BRUCEVILLE-EDDY FIRE	1
AGENCY ASSIST BRUCEVILLE-EDDY PD	10
AGENCY ASSIST FALLS COUNTY SHERIFFS OFFICE	1
AGENCY ASSIST LORENA PD	11
AGENCY ASSIST MCLENNAN COUNTY SHERIFFS OFFICE	3
AGENCY ASSIST MOODY PD	13
AGENCY ASSIST OTHER OUTSIDE AGENCY	11
AGENCY ASSIST TROY PD	1
ANIMAL VIOLATION	4
ASSAULT	2
ASSIST BEPD OFFICER	1
BURGLARY	1
BURGLARY - BUILDING	1
CHECK	11
CITIZEN ASSIST	4
CITIZEN CONTACT	6
CITY ORDINANCE ENFORCEMENT	13
CIVIL DISTURBANCE	1
CIVIL STANDBY	2
COURTESY RIDE	2
CRIMINAL TRESPASS	1
DISABLED VEHICLE	1
DISTURBANCE	11
DOG AT LARGE - VIOLATION OF CITY ORDINANCE	4
FIRE	4
FOLLOW UP INVESTIGATION	13
FOUND PROPERTY	1
HARASSMENT	1

HIT AND RUN CRASH	1
JUVENILE TRANSPORT	1
LOOSE LIVESTOCK - VIOLATION OF CITY ORDINANCE	1
LOUD MUSIC/EXCESSIVE NOISE - VIOLATION OF CITY ORDINANCE	1
MAN DOWN	1
MOTOR VEHICLE COLLISION	22
MOTORIST ASSIST	13
NOTIFICATION OF EMERGENCY DETENTION	1
PARKING VIOLATION	2
PUBLIC SERVICE	4
PURSUIT	2
RECKLESS DRIVING	1
RUNAWAY JUVENILE	2
SHOTS FIRED	5
SUSPICIOUS CIRCUMSTANCE	9
SUSPICIOUS PERSON	8
SUSPICIOUS VEHICLE	23
TELEPHONE HARASSMENT	1
THEFT	1
TOWED VEHICLE	2
TRAFFIC CONTROL	6
TRAFFIC HAZARD	29
VIOLATION COURT ORDER	1
WARRANT SERVICE	10
WELFARE CONCERN	8



September 2024 Warning Data

Description

Wrong, Altered, or Obscured License Plate (Verbal Warning)
 Expired Registration (Verbal Warning)
 Fail to Display DL (Verbal Warning)
 Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Warning)
 Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)
 Failed to Maintain Financial Responsibility (Warning)
 Failed to Maintain Financial Responsibility (Warning)
 Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)
 Following Too Closely (Verbal Warning)
 Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)
 Driving While License Invalid(Driving While License Suspended)-D/L (Warning)
 Expired Registration (Verbal Warning)
 Disregard Stop Sign (Verbal Warning)
 Operate Vehicle Without License Plate (or with one plate) (Warning)
 Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)
 Disregard Stop Sign (Verbal Warning)
 Disregard Stop Sign (Verbal Warning)
 Failed to Maintain Financial Responsibility (Warning)
 Wrong, Altered, or Obscured License Plate (Verbal Warning)
 IMPROPERLY DISPLAYED 30 DAY OR ONE-TRIP PERMIT (Verbal Warning)
 Wrong, Altered, or Obscured License Plate (Verbal Warning)
 Drove Without Lights-When Required (Verbal Warning)
 Display Expired License Plates (Warning)
 RESTRICTIONS ON WINDOWS (Warning)
 TAIL LAMPS REQUIRED (Warning)
 Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Warning)
 Failed to Stop at Designated Point at Stop Sign (Verbal Warning)
 No License Plate Light (Verbal Warning)
 Possession of Drug Paraphernalia (Warning)
 Expired Registration (Warning)
 Defective Tail Lamp(s) (Verbal Warning)
 Disregarded Official Traffic Control Device (Verbal Warning)
 Expired Registration (Warning)
 Failed to Signal Lane Change (Verbal Warning)
 Expired Registration (Verbal Warning)
 No Drivers License (when unlicensed) (Warning)
 Operate Vehicle Without License Plate (or with one plate) (Verbal Warning)
 Defective Head Lamp(s) (Verbal Warning)
 Disregarded Official Traffic Control Device (Warning)
 Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)
 Expired Registration (Warning)
 Disregarded Official Traffic Control Device (Warning)
 Defective Tail Lamp(s) (Verbal Warning)
 OPERATION OF VEHICLE WITHOUT LICENSE PLATE (Verbal Warning)
 Failed to Maintain Financial Responsibility (Warning)
 Expired Registration (Warning)
 Expired Registration (Verbal Warning)
 Disregarded Official Traffic Control Device (Warning)
 Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)
 Defective Tail Lamp(s) (Verbal Warning)
 Operation of Vehicle Without Registration Insignia (Warning)
 Operate Vehicle Without License Plate (or with one plate) (Warning)
 No License Plate Light (Warning)
 Expired Registration (Verbal Warning)
 No License Plate Light (Verbal Warning)
 Display Expired License Plates (Verbal Warning)
 No License Plate Light (Warning)
 Wrong, Altered, or Obscured License Plate (Verbal Warning)
 Expired Registration (Verbal Warning)
 Expired Registration (Verbal Warning)
 Defective Tail Lamp(s) (Verbal Warning)
 Defective Tail Lamp(s) (Verbal Warning)

Location

100 BLOCK WEST 3RD STREET
 1000 BLOCK EAGLE DR
 1000 BLOCK EAGLE DR
 18610 BLOCK NORTH INTERSTATE HIGHWAY 35 FRONTAGE R
 18610 BLOCK NORTH INTERSTATE HIGHWAY 35 FRONTAGE R
 400 BLK OLD MOODY RD
 500 BLOCK EAGLE DR
 800 BLOCK WEST 3RD STREET
 800 BLOCK WEST 3RD STREET
 800 BLOCK WEST 3RD STREET
 800 BLOCK WEST 3RD STREET
 800 BLOCK WEST 3RD STREET
 HWY 7/FM1239
 I 35 FRONTAGE RD NB / 3RD ST
 INTERSTATE HIGHWAY 35 FRONTAGE RD MILE MARKER 318
 INTERSTATE HIGHWAY 35 FRONTAGE ROAD / W 3RD ST
 INTERSTATE HIGHWAY 35 FRONTAGE ROAD / W 3RD ST
 INTERSTATE HIGHWAY 35 FRONTAGE ROAD MM 318
 INTERSTATE HIGHWAY 35 MILE MARKER 314
 INTERSTATE HIGHWAY 35 MILE MARKER 315
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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
Operation of Vehicle Without Registration Insignia (Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 320
Unauthorized Reproduction, Purchase, Use, Or Sale Of Temporary Tags (Verbal Warning)	INTERSTATE HIGHWAY 35 MILE MARKER 320
Expired Registration (Verbal Warning)	INTERSTATE HIGHWAY 35 MM 317
Expired Registration (Verbal Warning)	INTERSTATE HIGHWAY 35 MM 317
Expired Registration (Verbal Warning)	INTERSTATE HIGHWAY 35 MM 317
Defective Tail Lamp(s) (Verbal Warning)	INTERSTATE HIGHWAY 35 MM 317
Failed to Signal Lane Change (Verbal Warning)	INTERSTATE HIGHWAY 35 MM 317
Defective Tail Lamp(s) (Verbal Warning)	INTERSTATE HIGHWAY 35 MM 317
Defective Tail Lamp(s) (Verbal Warning)	INTERSTATE HIGHWAY 35 MM 317
Defective Tail Lamp(s) (Verbal Warning)	INTERSTATE HIGHWAY 35 MM 317
Expired Registration (Verbal Warning)	INTERSTATE HIGHWAY 35 MM 319
Expired Registration (Warning)	INTERSTATE HIGHWAY 35 MM 319
No Drivers License (when unlicensed) (Warning)	INTERSTATE HIGHWAY 35 MM 319
Failed to Maintain Financial Responsibility (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
Driving While License Invalid(Driving While License Suspended)-D/L (Warning)	INTERSTATE HIGHWAY 35 SERVICE RD MM 317
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)	INTERSTATE HIGHWAY 35 SERVICE RD MM 317
Failed to Dim Headlights-Meeting (Verbal Warning)	MACKAY RANCH RD / MELISSA ST



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: September 10, 2024 – September 30, 2024

Calls for Service: 5

Security Checks: 78

Citations & Warnings: 0/2

Arrests: 1

BEISD SRO Monthly Activity Report:

Admin Assist

Staff Assist

Student Assist

1

Agency Assist

Citizen Contact

Calls for Service

6

Incident Report

Criminal Activity/Offense

2

Suspicious Activity/Person/Circumstances

Traffic Complaint

Traffic Stops

Warnings

2

Citations

Juvenile Complaint

Adult Arrest

Juvenile Arrest

1

Warrant Arrest

Parent Conference

Welfare Check

Classes Given

Total:

12

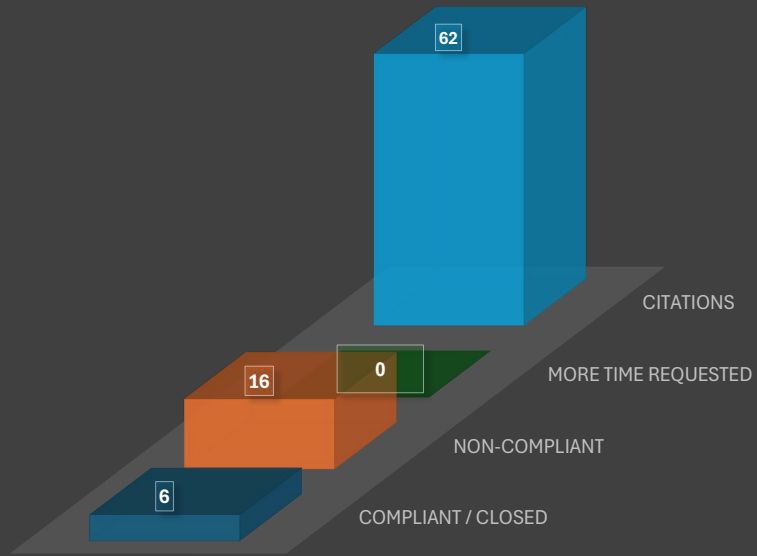
SEPTEMBER 21 - OCTOBER 17 2024
CITY ORDINANCE ENFORCEMENT REPORT

COMPLIANT / CLOSED	6
NON-COMPLIANT	16
MORE TIME REQUESTED	0
CITATIONS	62
TOTAL CASES	84

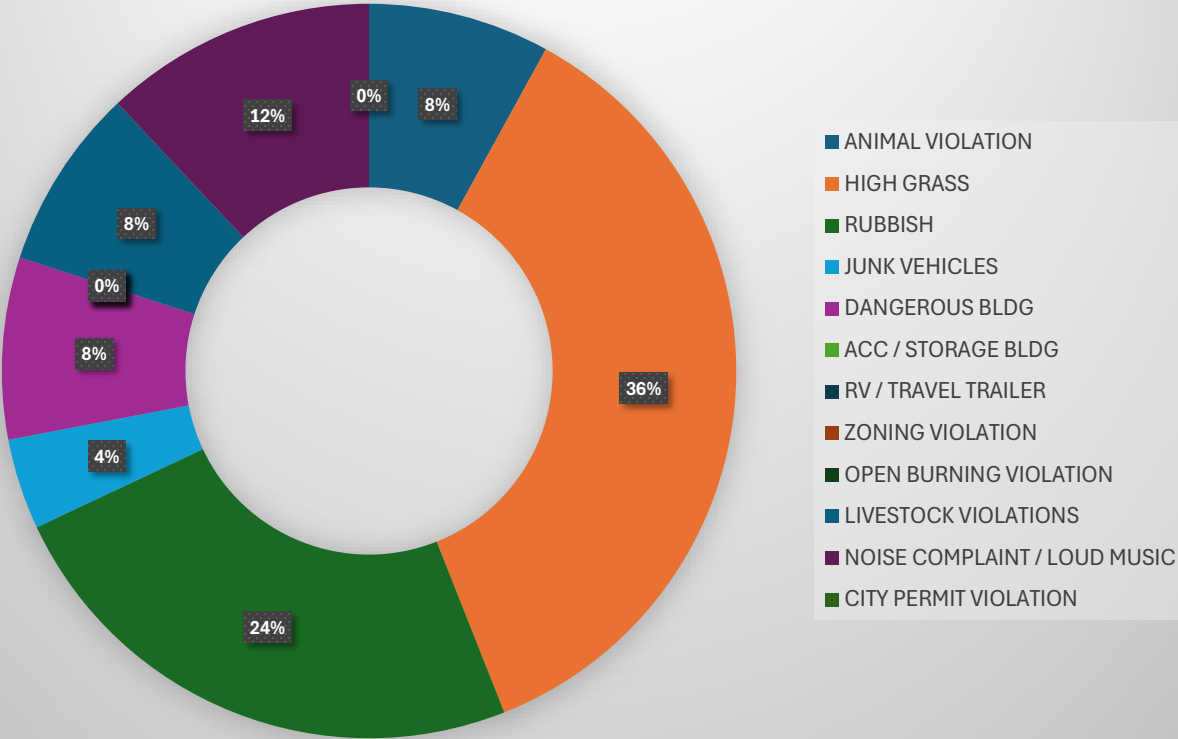
TYPES OF VIOLATIONS	
ANIMAL VIOLATION	2
HIGH GRASS	9
RUBBISH	6
JUNK VEHICLES	1
DANGEROUS BLDG	2
ACC / STORAGE BLDG	0
RV / TRAVEL TRAILER	0
ZONING VIOLATION	0
OPEN BURNING VIOLATION	0
LIVESTOCK VIOLATIONS	2
NOISE COMPLAINT / LOUD MUSIC	3
CITY PERMIT VIOLATION	0
TOTAL VIOLATIONS	25

CITY ORDINANCE VIOLATION CASE STATUS

COMPLIANT / CLOSED NON-COMPLIANT MORE TIME REQUESTED CITATIONS



TYPES OF VIOLATIONS



END OF THE MONTH WATER LOSS

Sep-24	
<u>WELLS: (8/23/24 – 9/23/24)</u>	
#2721 TOLBERT	9,916,000
#2723 BLUEBONNET	17,677,000
#2722 WESTRIDGE	2,310,000
#2724 FRIENDLY OAKS	412,000
TOTAL GALLONS PUMPED:	30,315,000
<u>WATER LOSS:</u>	
#39 DUTY PARK	100
#335 B-E MAIN. BLDG	1,400
#1115 MUNICIPAL	1,600
#1112 NEW CITY HALL	1,900
#1114 EMS/FIRE	500
WATER LOSS WORK ORDERS	7,510,000
FIRE DEPT	750,000
FLUSHING	1,925,000
COUNTY	0
TOTAL WATER LOSS:	10,190,500

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

JOB CODE	TOTAL COMPLETED	TOTAL OUTSTANDING	TOTAL NEW	TOTAL PENDING	TOTAL VOID
TRASH - TRASH CANS	7	0	0	0	0
OCC - OCCUPANT CHANGE	9	0	0	0	0
LOCA - LINE LOCATE	4	2	0	0	1
CON - CONNECT	1	0	0	0	1
LEAK - FIXED LEAK	22	1	0	0	1
INSTA - INSTALL NEW METER	1	2	0	0	0
CUST - CSI	0	4	0	0	0
TURN - TURN OFF WATER	2	0	0	0	2
SWAP - METER CHANGE	4	0	0	0	0
CLEAN - CLEAN UP	2	0	0	0	0
MISC - MISCELLANEOUS	3	0	0	0	0
FLUSH - FLUSH LINES	2	0	0	0	0
DIS - DISCONNECT	3	0	0	0	0
PRESS - PRESSURE CHECK	1	0	0	0	0
CHECK - CHECK FOR LEAK	1	0	0	0	0
NON - NON-PAYMENT TURN OFF	32	0	0	0	75
STREE - STREETS	2	0	0	0	0
TUR - TURN ON WATER	0	0	0	0	1
REIN - REINSTATE	25	0	0	0	1
REPL - REPLACE METER BOX	0	1	0	0	0
REREA - REREAD	6	0	1	0	0
GRAPH - GRAPH	1	0	0	0	0
TOTAL ALL CODES	128	10	1	0	82

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.

9/2024	USAGE	METERS	USAGE BREAKDOWN	ACCOUNTS	AVERAGE
PUMPED	30,315,000		0-0	227	0
FLUSHED	10,190,500		1-9,999,999,999	1,819	8,502
USED	15,466,800	2,046	TOTAL	2,046	7,559
UNBILLED	0	0			
LOSS	4,657,700				
LOSS PERCENTAGE	15.36 %				

1 MONTH TOTALS			
TOTAL PUMPED	30,315,000	AVERAGE PUMPED	30,315,000
TOTAL SOLD	15,466,800	AVERAGE SOLD	15,466,800
TOTAL FLUSHED	10,190,500	AVERAGE FLUSHED	10,190,500
TOTAL LOSS	4,657,700	AVERAGE LOSS	4,657,700
LOSS PERCENTAGE	15.36 %	AVERAGE LOSS PERCENTAGE	15.36 %
TOTAL UNBILLED	0	AVERAGE UNBILLED	0

1 month

9/2024	USAGE	METERS	USAGE BREAKDOWN	ACCOUNTS	AVERAGE
PUMPED	30,315,000		0-0	227	0
FLUSHED	10,190,500		1-9,999,999,999	1,819	8,502
USED	15,466,800	2,046	TOTAL	2,046	7,559
UNBILLED	0	0			
LOSS	4,657,700				
LOSS PERCENTAGE	15.36 %				

13 MONTH TOTALS			
TOTAL PUMPED	331,913,000	AVERAGE PUMPED	25,531,769
TOTAL SOLD	172,312,537	AVERAGE SOLD	13,254,811
TOTAL FLUSHED	60,329,500	AVERAGE FLUSHED	4,640,731
TOTAL LOSS	99,270,963	AVERAGE LOSS	7,636,228
LOSS PERCENTAGE	29.91 %	AVERAGE LOSS PERCENTAGE	29.91 %
TOTAL UNBILLED	100	AVERAGE UNBILLED	8

13 month Adv.

			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
			December 2023
	12/5	N OLD BRUCEVILLE	CS/RS/KL/RS
	12/5	BRUCE ST	CS/RS/KL/RS
	12/6/23	HUNGRY HILL	CS/RS/RS
			January 2024
		Shady Shore	JG/KL/CS/RS
		Soules Circle	
		Washington 3-4	
		Old Moody	
		Eagle Dr	
		4th Border to Anna Hobbs	
		Franklin Rd	
		Mackey Ranch Rd	
	Demo Patch	Hudson Ln also Eagle Dr	
	2/24	Melissa	GS/RS/KL
	2/24	Old Moody	CS/RS
		Out. of material	
	3/19/24	Hungryhill	CS/RS

	April 2024	Patching	
		Horseshoe Bend	CS/RS
		Soules Cr	CS/RS
		Eagle Dr 2x's	CS/RS
		Hudson	CS/RS
		N Old Bruceville	CS/RS
		Old Moody Rd	CS/RS
		Benton	CS/RS
		Hungry Hill	CS/RS
		Melissa	CS/RS
		Franklin	CS/RS
	May 2024		
		EVERGREEN	CS/RS
		SPRUCE	CS/RS
		EAGLE	CS/JG/GS
		TATUM	CS/RS
		MACKEY RANCH	CS/RS
		OLD MOODY	CS/RS
	July 2024		
		BE ISD ARKIMG LOT	CS/RS
		TRUCK BROKE DOWN	
	August 2024		
		Finish BE ISD	RS/RS
		Eagle Dr	RS/RS
		ASHLEY	CS/RS
		1st Street	CS/RS
	September 2024		
		N Old Bruceville	CS/RS
		Eagle	
		Franklin	
		Washington	

		Hudson	
		Benton	
		Soules Circle	

October 17, 2024

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 regard to the Monthly Engineering Report. This report includes Engineering Tasks from September 18th through October 17th, 2024.

DEVELOPMENT REVIEW

1. CEFCO –Casey's General Stores has announced the purchase of nearly 200 CEFCO stores. The Bruceville -Eddy CEFCO Store has been put on hold until new direction is established by the new owners.

2. Dumlao Addition – Replat to combine three lots into one. Initial comments provided Friday October 18th.

WATER METER FEASIBILITY

The following water meter feasibilities were completed and resulted as follows:

- 1744 Winchester – No improvements needed, however a second meter will be required if the barn/shop includes living quarters.
- 1218 Robin Road – No improvements needed, however lower water pressures will be observed due to property elevation within the pressure plane
- Property ID 345047 – no improvements needed
- 215 Shady Shores – No improvements needed
- 3985 Box Ranch Road – No improvements needed
- 811 Franklin Road – No improvements needed
- Property ID 404625 – No Improvements needed
- Property ID 404626 – No improvements needed
- Property ID 104496 – no improvements needed, however ensure they tie onto 2" main on the North/Northwest side of the property. There is a 1.5" water main on

the eastern side of the property, which doesn't allow any connections per TCEQ regulations.

GENERAL DISCUSSION ITEMS

1. Water System 8" Water main Improvements: The project Falls County Water Main Improvements Phase 1 was awarded to Southern Contractors Group in July of 2024 for the amount of \$1,048,725.00. The contractor as of today's date is approximately 90% complete with all work. We anticipate Southern Contractors completing all work by end of October or early November 2024. The project is currently a month ahead of established schedule.

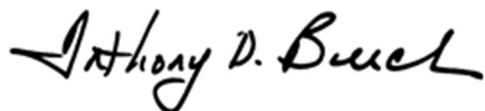
2. New Water Well: This project is in a holding pattern until funds are appropriated by the city. The cost estimate for the project is approximately 6 million dollars. This cost will fluctuate until final design and a funding mechanism is chosen by the council. The next step would be approving an Engineering proposal to start final design.

3. Engineering Proposal for Development of Capital Improvement Program (CIP): The City elected to pursue GLO planning funds for this project and are currently seeking a company to assist with project application and grant administration.

4. Old Bethany Water Main Improvements: This project includes the replacement of a high maintenance 6" main relocation, 8" creek crossing re-connection (disconnected during a bridge replacement project), and a PRV replacement. The proposal for this project has been submitted and will be presented at the October 24th Council Meeting for consideration.

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

Sincerely,

A handwritten signature in black ink that reads "Anthony D. Beach".

Anthony D. Beach, PE CFM
Sr. Project Manager
Anthony.Beach@mrbgroup.com



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**City Council Workshop
September 26, 2024, 5:00 p.m.**

1. Workshop called to order at 5:00pm by Mayor Owens

Council member present: Graham McGruer-Mayor Pro-Tem, Ricky Wiggins, Richard Prater, and Joyce McGlothlin. Absent- Cecil Griffin

Staff members present: Kent Manton-City Administrator, Pam Combs-City Secretary, Jannie Rodriguez-Water Clerk, Gene Sprouse-Public Works Director, Chief Dorsey, and Johnny Grady.

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. City Council Audio/Visual Equipment Training

City Council and staff will conduct training on newly installed audio equipment, optimization of our online viewing experience.

4. Weight Limits on City Streets

Council to discuss solutions for limiting access of passthrough 18-wheeler traffic on both 4th Street and Eagle Drive, including the establishment of weight limits, the posting of signage, and the ordering of any specialized equipment required for proper enforcement/mitigation activities.

Council asked Chief Dorsey to come up with a plan and get back with the council.

5. Water System Tap and Meter Fees

Council to discuss city policy relating to the installation of water meters and taps; specifically, the costs charged to new or previous customers where a meter has been removed at either the request of the customer or due to non-payment. **No action taken. Council requested that Gene get some figures on how much it would cost to install a meter on an existing tap.**

6. Adjournment

Motion made by Richard Prater to adjourn at 5:51, 2nd by Graham McGuire, yeas 4 nay 0, absent 1, motion passed.



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**Regular City Council Meeting
September 26, 2024, 6:00 p.m.
Minutes**

1. Meeting called to order at 6:01 pm by Mayor Owens

Council member present: Graham McGruer-Mayor Pro-Tem, Ricky Wiggins, Richard Prater, and Joyce McGlothlin. Absent - Cecil Griffin.

Staff members present: Kent Manton-City Administrator, Pam Combs-City Secretary, Jannie Rodriguez-Water Clerk, Gene Sprouse-Public Works Director, Chief Dorsey, and Johnny Grady

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. **None**

Regular City Council Meeting adjourned at 6:08 pm, Public hearing in session.

**4. Open Public Hearing – Zoning Change from Single-Family Dwelling District-1 to Local Retail District:
111 Temple Street Eddy, Texas 76524**

Council to hear public comments pertaining to an owner/agent initiated zoning change on property located at 111 Temple Street Eddy, Texas 76524, containing a total of 0.38 acres; further described as being located within the City limits of Bruceville-Eddy in-between Temple and Ausborn Streets, from its current designation of Single-Family Dwelling District-1 to Local Retail District.

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.

Several citizens got up and spoke about the zoning. They did not have any issue with the beauty shop on Temple. It has been operating for several years and there has not been any issues.

**5. Close Public Hearing – Zoning Change from Single-Family Dwelling District-1 to Local Retail District:
111 Temple Street Eddy, Texas 76524**

Public Hearing adjourned at 6:14 pm, Regular Council Meeting back in session 6:15 pm

**6. Zoning Change from Single-Family Dwelling District-1 to Local Retail District:
111 Temple Street Eddy, Texas 76524**

At the request of the property owner, Council to discuss, consider, and possibly take action to approve ordinance O 9-26-2024-1; containing a total of 0.38 acres; further described as being located within the City limits of



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Bruceville-Eddy in-between Temple and Ausborn Streets, from its current designation of Single-Family Dwelling District-1 to Local Retail District; and amending the official Zoning Map and Comprehensive Plan of the City of Bruceville-Eddy, McLennan County, Texas to rightly reflect said changes.

Motion made by Richard Prater to approve ordinance O 9-26-2024-1, 2nd by Graham McGruer, yeas 4, nay 0, absent 1, motion passes.

Regular City Council meeting adjourned at 6:18 and Public Hearing in session.

7. Open Public Hearing – Zoning Change from Single-Family Dwelling District-3 to Multi-Family Dwelling District-1: 709 and 711 4th Street Eddy, Texas 76524

Council to hear public comments pertaining to an owner/agent initiated zoning change on property located at 709 and 711 4th Street Eddy, Texas 76524, containing 0.709 acres and 0.599 acres respectively; further described as being located within the City limits of Bruceville-Eddy along 4th Street in-between the intersections of Border Street and Anna Hobbs Lane, from its current designation of Single-Family Dwelling District-3 to Multi-Family Dwelling District-1.

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.

Jimmy Meeks, property owner, spoke about how he intended to put one duplex on each property and that he had checked with the other property owners within that subdivision and no one had any issue with it. During the Public Hearing no one spoke against rezoning the property.

8. Close Public Hearing – Zoning Change from Single-Family Dwelling District-3 to Multi-Family District-1: 709 and 711 4th Street Eddy, Texas 76524

Public Hearing is adjourned at 6:28 pm and Regular City Council meeting in session.

9. Zoning Change from Single-Family Dwelling District-3 to Multi-Family Dwelling District-1: 709 and 711 4th Street Eddy, Texas 76524

At the request of property owner's agent, Council to discuss, consider, and possibly take action to approve ordinance O 9-26-2024-2; containing 0.709 acres and 0.599 acres respectively; further described as being located within the City limits of Bruceville-Eddy along 4th Street in-between the intersections of Border Street and Anna Hobbs Lane, from its current designation of Single-Family Dwelling District-3 to Multi-Family District-1, from its current designation of Single-Family Dwelling District-3 to Multi-Family Dwelling District-1; and amending the official Zoning Map of the City of Bruceville-Eddy, McLennan County, Texas to rightly reflect said changes.

Motion made by Ricky Wiggins, I move we approve ordinance O 9-26-2024-2, 2nd by Richard Prater, yeas 4, nay 0, absent 1, motion passes.

10. Appointment of BEEDC Directors

Council to discuss, consider, and possibly take action to appoint or reappoint Directors to Seat 2, Seat 4, and Seat 6 of the Bruceville-Eddy Economic Development Corporation for terms expiring September 30th, 2024.

Motion made by Ricky Wiggins to appoint Gale Pyle, Jim Marshall, and Sonda Prater for Seat 2, Seat 4, and Seat 6 of the BEEDC, 2nd by Graham, yeas 3, nay 0, absent 1, abstain 1, motion passes.



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11. Hay Baling Lease Agreement

Council to discuss, consider, and possibly take action on proposals for use of city owned land located off Anna Hobbs Lane (MCAD PID#105603); authorize the Mayor to enter into a bailing/farming lease agreement with a selected party for land owned by the City of Bruceville-Eddy for the purpose of baling hay.

Motion made by Ricky Wiggins that we issue the lease to Dottie Coker in the amount of \$750.00. Also, have Kent Manton to get the agreement and amend it as we discussed in the executive session and get it to the council minus any deductions we are going to take for any sewer storage area, 2nd by Richard Prater, yeas 4, nay 0, absent 1, motion passes

Regular City Council meeting adjourned at 7:50 pm to go into Executive session.

12. Executive Session

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

Move items to the end of the agenda

Property Lease for City Owned Land Located off Anna Hobbs Lane

Texas Government Code Section 551.072 – Deliberations about Real Property – A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

B. Reconvene into Open Session

Executive session adjourned at 8:39 pm and Regular City Council meeting in session.

C. Possible Action on Issues Discussed in Executive Session

13. Police Chief's Report – Chief Michael Dorsey

(See attachment A)

14. Public Works Director's Report – Gene Sprouse

15. Engineering Reports

(See attachment B)

16. City Administrator's Report – Kent Manton

City Administrators Report: 9/26/2024

Property Tax Sales

As previously mentioned, two properties went up for auction this month due to delinquent property taxes. Both sold and we will soon be receiving our portion (other taxing entities are also due taxes from these sales) and settlement.

Bed and Breakfast and Short-Term Rentals



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It appears that the short-term rental units that were active back in April, are no longer listing their units for rent at this time.

Regardless, the application for a license has now been completed and is available on our website and here at city hall. Letters were mailed to these previously operating facilities to inform them of the new requirements.

Before you in October will be an ordinance to lay out the zoning requirements along with definitions that mirror those created in the business regulations section of our ordinance earlier in the year. As required by law, a notice was published in the paper that Council would be considering these modifications.

Essentially, this would allow by right, Bed and Breakfast and Short-Term Rentals in local retail districts and general business districts (a license still must be obtained no matter the zoning designation) and short-term rental type I's in most other zoning designations with the exception of MF-2 and MF-3. A conditional use permit would have to be obtained otherwise. Lastly, no operations would ever be allowed in agricultural, light industrial, or heavy industrial zoned properties.

In summary, the business regulations passed earlier in the year created the license requirement along with the necessary rules for operation. This ordinance would address where facilities meeting these definitions are allowed to operate, if the Council desires to impose these restrictions.

Sewer System

Well, it actually happened... We have closed on the sewer loan! This is a major project milestone, and we could not have gotten here without your support and the dedication of those that came before us!

The preconstruction meeting followed suit with Tabor and Associates leading the discussion and representatives from all our contractors present. The notice to proceed with construction has now officially been given with a start date of September 21st, 2024.

Johnny mentioned that the contractors will begin with a lot of on-site field work as they shore up their plans for execution. Excavation has not yet been approved, so no dirt will be flying until given the 'all clear' by Mr. Tabor and his team, but you will begin to see the staging of material and equipment at predesignated sites around the city. Contractors still need to submit their plans for the progression of work. Once we have this information, we will have a better idea of which portions will get started first.

Construction should be expected to take 1-2 years.

All in all, the meeting was a productive one in which we were able to relay important information and make our contractors known of certain concerns. I did give everyone notice that I still plan on setting up a 'community meeting' to help ease some of the implementation concerns prior to construction getting fully underway. More details forthcoming!



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On another positive note, we have a meeting with Pete Session's office staff in early October as we seek to reapply for appropriations funding this coming cycle. These funds, if selected, would go towards adding additional sections of the city to the sewer system, with the goal of reducing costs for everyone.

The hard work on this project is only just beginning! Please know that staff already have a long list of action items we will be working on during this phase of the project. This will likely be the messiest portion of the project both literally and figuratively...

Water System

Annual Water Tank Cleaning

Cleanings for Westridge and Tolbert GSTs are being scheduled for the month of November.

Falls County Improvements

This project is already nearing the final stages as crews have made their way to the intersection of F.M. 1239 and C.R. 449. On 9/11/2024 they began the process of boring under 1239 and private driveways to tie together newly installed waterlines. It is very likely this project will be completed ahead of schedule. As a reminder, once the work is complete and the 'as built' maps marked up, we will then begin the process of coordinating with our Engineers on a water model update to better inform us of our ability to move forward with the removal of the water meter moratorium and the issuance of additional water meters.

The first payment for this project was mailed out early this week to the tune of just under \$700,000. You will see this in your October 2024 financial statement. With this payment, we have now expended all allocated grant funding from the 2021 APRA SLFRF. This will make for easy reporting to the U.S. Department of Treasury next year as we only have ONE invoice to submit!

Falls County Water Well

At this time, I'm still awaiting feedback and response from the Cook sisters on our term's proposal for the new water well site.

Rate Analysis - TRWA

Rate analysis work is currently underway. I should be able to bring forward initial findings and recommendations in late fall or early winter 2024.

Friendly Oaks

We have made significant strides to restart this well over the past couple of weeks. As of today, the well is now in operation!

T. Morales completed the installation of the new VFD unit (covered under warranty) which is approximately 2x greater in size than the old version (see attached photo). Our Public Works crews have spent time this past week or so flushing out the lines and repairing worn gaskets to get everything up to snuff and ready to hold/distribute water.

Alliance Electrical Group came out to complete the installation of the Sensaphone that will alert our staff members of any low water level issues at the site, allowing us to address problems in real time.



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After this work was completed, T. Morales made a final trip to the site to perform a check to verify all wiring has been installed correctly and that nothing is interfering with the VFD's operation.

Also, we met on-site with Mr. Mike Strickland (contractor who recently installed the pole barn at the Ford Plant site) to discuss options to get the newly installed VFD placed under air conditioning to help protect the unit from overheating. We discussed a few different options, and we are now working with him to create a proposal to bring before you for consideration.

Joseph Kotrla, with McCreary & Associates, Inc. is an electrical engineer that works closely with T. Morales on projects in the Waco area. After the last motor failure, Joe came to the site and performed some recording and investigation work at no cost. His main recommendation at the time was in-line with that of SKE, that the grounding work needed to be redone to be within NEC specs. He also mentioned at this time that he was unable to fully diagnose the root cause of the issue without having monitoring equipment installed when the electrical 'event' occurred.

On September 13th, 2024, we got a low voltage fault on the VFD around 5:30 a.m. I have ordered the well to cease production until we can get monitoring equipment on this site. A proposal from McCreary & Associates, Inc. is before you tonight for said purpose.

With this site once again operational, we were finally able to sample for PFAS. Which leads me to my next update item below.

PFAS Class Action Settlement

Lab analysis results are in from Eurofins. No PFAS were detected in any of our groundwater wells, however a very small amount was found in the water coming from Bluebonnet WSC. I will now proceed with the next steps in the class action settlement instructions packet.

Grants Updates

CDBG (Waterline Improvements in-between 3rd and 4th Street)

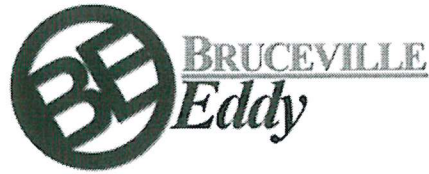
We had a site visit scheduled with a representative from TDA for 9/19/2024. They planned to come out to discuss some of the preliminary steps in the grant bidding process and to take pictures of the alleyway project area. The site visit had to be rescheduled due to an illness.

Then on October 16th, we will have a regional stakeholder consultation and award kick off meeting at HOTCOG in Waco. This project will likely not be going to bid until sometime in Spring or Summer of 2025.

I have informed Tabor and Associates of the conflicting work, and he has requested that the work not commence until the sewer has been installed in this area as it was originally planned for first.

GLO RCP

Work towards obtaining this funding opportunity is now underway! The first step in the process is to officially select a contract/grant administrator. The process will look similar to the CDBG grant.



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Notice was published in the paper today that the city is seeking requests for proposals for this work. As required by the funding agency, we have also solicited several firms for the work, including those with HUB status. The deadline to submit proposals is 9/27/2024. After that, a committee comprised of Mayor Ownes, BEEDC President Weaver, and I will sit down to officially score the firms that submit proposals. A recommendation will then be brought forward to Council for consideration and action.

This initial phase is really focused on who we will select to 1) apply for the grant 2) perform the planning work 3) be responsible for grant compliance.

The planning activities (Capital Improvement Plan, Impact fees, traffic study, etc.) that will make up the grant application will be determined by Council at a future date.

Committee Updates

Infrastructure Planning Committee

No additional information at this time. Staff are working through various recommendations from our last meeting.

Economic Development Corporation

BEEDC met for the second time in mid-June. At this meeting, one of the topics of discussion was the need for an overhaul of the economic development section of the 2011 Bruceville-Eddy comprehensive plan. Members are now working independently to create proposed amendments to the document. City Council and the general public is requested to provide their input in this ongoing work! Please submit any suggestions to me via e-mail.

Development

Commercial Activity

Little Eagles daycare is now operational!

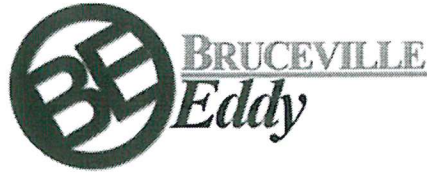
A few parcels near the 3rd, Evergreen, Frontage Road intersections are now on, or about to go on the market. One of the owners is in the process of preparing a rezone application for an adjoining parcel that we will be bringing forward at the 10/24/2024 Council meeting.

WBW (Fowler Land):

I was contacted earlier in the week by representatives with WBW. It appears they have finished with a redesign of their plans and are looking to discuss some of the specific for the proposed development. More information coming soon!

KBAR - Eagle Ranch:

The developer is working off a Council approved extension for their preliminary plat. They are currently proposing a PID for the housing development in exchange for annexation into the city limits of Bruceville-Eddy. I will be working with the developer and other municipalities to setup some informational sessions to educate Council and staff further on how this financing mechanism could work.



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BE Travel Center (Ascent):

No additional information at this time.

CEFCO:

No additional information at this time.

Deer Creek MUD

No additional information at this time.

Duplexes

A developer has submitted a rezoning request for a change from single-family dwelling district-1 to multiple-family dwelling district-1 for two lots along 4th Street. They are seeking to install duplexes within the Parkside subdivision and have presented some documentation to indicate they have received permission from neighbors to pursue this rezoning request.

The duplexes proposed at the 8/22/2024 meeting in conjunction with the rezone request are now under construction. As of this week the units are already going vertical! This developer is now planning for even more housing within the city limits of Bruceville-Eddy. More information coming soon.

17. Consent Agenda

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

A. Approval of Minutes

Council to discuss, consider, and possibly take action to approve the minutes from the August 22, 2024 Regular Council Meeting.

B. Finances – August 2024

i) Council to discuss, consider, and possibly take action on the August 2024 financial reports for the general, water, and sewer fund accounts.

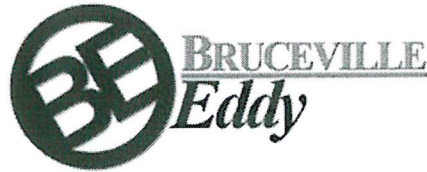
ii) Council to discuss, consider, and possibly take action on the August 2024 accounts payable for the general, water, and sewer fund accounts.

C. Interlocal Cooperation Agreement for Culverts

Council to discuss, consider, and possibly take action to approve the mayor to enter into an interlocal cooperation agreement with McLennan County for the purpose of purchasing culverts for drainage repairs and upgrades.

D. Auction of Surplus Items

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



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

E. General Election Contract and Agreement

Council to discuss, consider, and possibly take action to authorize the Mayor to enter into a contract for election services with McLennan County for the purpose of administering the ordered November 5, 2024 general election; further to authorize the Mayor to enter into an agreement to conduct a joint election with other contracting entities.

F. Payment Approval and Spending Authority Ratification- T. Morales Co.

Council to discuss, consider, and possibly take action to ratify electrical work authorized by the City Administrator for the purpose of replacing the non-functioning VFD at the Friendly Oaks wellsite; approval of invoice 8810S for work performed by T. Morales and Company coming out of line item 50-00-6708 of the Water Fund.

G. Electrical Testing and Evaluation – McCreary & Associates, INC.

Council to discuss, consider, and possibly take action to approve a scope of work for Friendly Oaks Well from McCreary & Associates, INC. for the purpose of evaluating electrical loadings at the site on an hourly basis with a NTE amount of \$5,000 coming out of line item 50-00-6708 of the Water Fund.

Motion made by Ricky Wiggins, I move that we approve all the consent agenda items (A, B (i, ii), C, D (i, ii), E, F, and G), 2nd by Joyce McGlothlin, yeas 4, nay 0, absent 1, motion passes

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 Joyce McGlothlin that we put it on Savvy Citizen and that we allow a time for people to apply to be on this committee that way citizens can get involved. Also bring it back on the October 24th agenda, 2nd by Richard Prater, yeas 4, nay 0, absent 1, motion passes.

Motion made by Ricky Wiggins for the two council members to be Joyce McGlothlin and Richard Prater because they are not up for reelection, 2nd Graham McGruer, yeas 4, nay 0, absent 1, motion passes.

Motion made by Ricky Wiggins to ask all of the members, plus new members of the EDC if they want to help with the street committee, 2nd by Richard Prater, yeas 4, nay 0, absent 1, motion passes,

19. Election of Texas Municipal League Intergovernmental Risk Pool Board of Trustees

Council to discuss, consider, and possibly take action on the election for places 11-14 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool Board.

Motion made by Ricky Wiggins to elect Robert Davis for place 11, Allison Heywood for place 12, Harlan Jefferson for place 13, and Mike Land for place 14. 2nd by Joyce McGlothlin, yeas 4, nay 0, absent 1, motion passes.

20. Equipment Purchase – 12’ 3 Stage Dump Trailer



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

At the recommendation of the Budget Committee, Council to discuss, consider, and possibly take action to approve the City Administrator to purchase a 2025, 12' 3 Stage Dump Trailer with 2' Sides from Flatrock trailers in an amount not to exceed \$8,900.00, using monies in the FY 2024-2025 budget, primarily budget line-item number 50-00-6608 of the Water Fund.

Motion made by Ricky Wiggins to approve the purchase not to exceed \$8,900.00, for the dump trailer, 2nd by Richard Prater, yeas 4, nay 0, absent 1, motion passes.

21. Candidate Forum

Council to discuss, consider, and possibly take action on the allowance of a community forum for Bruceville-Eddy Independent School District Board Member candidates to take place at City Hall.

Motion made by Joyce McGlothlin to allow the community forum for Bruceville-Eddy Independent School District Board Member candidates to take place at City Hall. 2nd by Richard Prater, yeas 4, nay 0, absent 1, motion passes.

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

Council to discuss, consider, and possibly take action on resolution R 9-26-2024-1 nominating candidates to the Falls County Appraisal District Board of Directors.

Motion made by Ricky Wiggins that we nominate Mr. Geiser and Ms. Terry. 2nd by Graham McGruer, yeas 4, nay 0, absent 1, motion passes.

23. Fencing Contractor – Sewer System Easement Work

Council to discuss, consider, and possibly take action to authorize the City Administrator to engage with a reputable fencing contractor for the purpose of coordinating and managing fencing repair work stemming from secured easement access; request of a NTE amount of \$10,000 with costs going towards line item 51-00-6682 of the Sewer Fund.

Motion made by Graham McGruer to authorize the City Administrator to engage with a reputable fencing contractor for the purpose of coordinating and managing fencing repair work stemming from secured easement access; request of a NTE amount of \$10,000 with costs going towards line item 51-00-6682 of the Sewer Fund. 2nd by Ricky Wiggins, yeas 4, nay 0, absent 1, motion passes.

24. Water System Tap and Meter Fees

Council to discuss, consider, and possibly take action regarding city policy relating to the installation of water meters and taps; specifically, the costs charged to new or previous customers where a meter has been removed at either the request of the customer or due to non-payment.

Motion made by Ricky Wiggins to table it and have our engineer here at the meeting and also have the water department to come up with some figures and come back to us about repairs on some lines, 2nd by Joyce McGlothlin, yeas 4, nay 0, absent 1, motion passes.

Regular Council meeting adjourned at 7:50 pm to go into Executive session. To discuss Items 12 and 25.

25. Executive Session

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



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Phone: (254) 859-5964
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Consultation with City Attorney Regarding Potential Litigation

Texas Government Code Section 551.071 and Texas Disciplinary Rules of Professional Conduct Section 1.05 - Consultation with City Attorney - Confer with City Attorney to receive legal advice regarding potential litigation – Sanitary Sewer Project. Tex. Gov't Code Ann. § 551.071.

Motion made by Ricky Wiggins no action required, 2nd Joyce McGlothlin, yeas 4, nay 0, absent 1, motion passes.

B. Reconvene into Open Session

Executive session adjourned at 8:39 pm and Regular Council meeting back into session.

C. Possible Action on Issues Discussed in Executive Session

26. Adjournment

Motion made by Joyce McGlothlin to adjourn the meeting at 8:42 pm, 2nd by Richard Prater, yeas 4, nay 0, absent 1. motion passes.

Linda Owens, Mayor Date

Pam Combs, City Secretary Date



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September 26, 2024
Attendance Sheet
Work Shop, 5:00 pm
City Council Meeting, 6:00 pm

Name

Address

Cherie McGruer

915 Old Moody Rd

Jason Vozquez

Lot 1, Sandy Shores Estates

John Cornell

713 4th St

Rick Edmiston

851 W. 3rd St.

Claudia Stelling

111 Temple Rd

Michael Stelling

111 Temple Rd

Judy Mullis

702 4th St

Pattie Coker

843 W. 3rd St. Eddy

Chris Mullis

702 4th St, Eddy, TX 76524

Paul & Lisa McDaniel

384 Anna Helbox Lane

Daniel & Colton Mcbruer

215 Hungry Hill Rd

Jimmy Meeks

711 4th



Police Department

143 Wilcox Dr.
Eddy, TX 76524

www.bruceville-eddy.us

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

Police Department Activity Report: August 1, 2024 – August 31, 2024

Calls for Service: Total 135

890 Dorsey	894 Martinez	895 Erwin	896 Hesterberg	898 Cade
22	18	32	35	28

Arrest, Offense, Incident

Reports:

Total 9

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

Criminal Offense Arrests:

Total 9

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

Crash Reports: Total 9

890 Dorsey	894 Martinez	895 Erwin	896 Hesterberg	898 Cade
2	2	1	2	2

Citations & Warnings: Total 350

890 Dorsey	894 Martinez	895 Erwin	896 Hesterberg	898 Cade
130 citations 0 warnings	13 citations 19 warnings	21 citations 22 warnings	19 citations 27 warnings	77 citations 22 warnings

Citations Total: 260

Warnings Total: 90



Police Department

143 Wilcox Dr.
Eddy, TX 76524

www.bruceville-eddy.us

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

Police Department Activity Report: August 1, 2024 – August 31, 2024

Security Checks: 173

School Zone Enforcement: 12

Neighborhood Patrol: 41

Directed Traffic Enforcement: 60



Bruceville-Eddy ISD School Resource Officer

143 Wilcox Dr.
Eddy, TX 76524

www.bruceville-eddy.us

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

SCHOOL RESOURCE OFFICER ACTIVITY REPORT: August 14, 2024 – September 10, 2024

Calls for Service: 4

Security Checks: 71

Citations & Warnings: 1 Citation / 0 Warnings

Arrests: 0

BEISD SRO Monthly Activity Report:

Admin Assist	1
Staff Assist	3
Student Assist	
Agency Assist	
Citizen Contact	
Calls for Service	4
Incident Report	
Criminal Activity/Offense	
Suspicious Activity/Person/Circumstances	1
Traffic Complaint	1
Traffic Stops	
Warnings	
Citations	
Juvenile Complaint	
Adult Arrest	
Juvenile Arrest	
Warrant Arrest	
Parent Conference	
Welfare Check	
Classes Given	
Total:	10

AUGUST 14 - SEPTEMBER 20 2024
CITY ORDINANCE ENFORCEMENT REPORT

COMPLIANT / CLOSED	3
NON-COMPLIANT	15
MORE TIME REQUESTED	0
CITATIONS	152
TOTAL CASES	27

TYPES OF VIOLATIONS

ANIMAL VIOLATION	2
HIGH GRASS	11
RUBBISH	4
JUNK VEHICLES	1
DANGEROUS BLDG	2
ACC / STORAGE BLDG	0
RV / TRAVEL TRAILER	0
ZONING VIOLATION	1
OPEN BURNING VIOLATION	0
LIVESTOCK VIOLATIONS	0
CITY PERMIT VIOLATION	1
TOTAL VIOLATIONS	20



September 18, 2024

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 regard to the Monthly Engineering Report. This report includes Engineering Tasks from August 15th through September 18th, 2024.

DEVELOPMENT REVIEW

1. CEFCO –Casey's General Stores has announced the purchase of nearly 200 CEFCO stores. The Bruceville -Eddy CEFCO Store has been put on hold until new direction is established by the new owners.

WATER METER FEASIBILITY

We analyzed and submitted recommendations for (2) residential water meter investigations. The proposed meters were located at 216 Hungry Hill Rd and 1744 Winchester Rd. Both of these installations were approved with no required system upgrades.

GENERAL DISCUSSION ITEMS

1. Water System 8" Water main Improvements: The project Falls County Water Main Improvements Phase 1 was awarded to Southern Contractors Group in July of 2024 for the amount of \$1,048,725.00. The contractor as of today's date is approximately 75% complete with all work. We anticipate Southern Contractors completing all work by end of October 2024. The project is currently a month ahead of established schedule.

2. New Water Well: This project is in a holding pattern until funds are appropriated by the city. The cost estimate for the project is approximately 6 million dollars. This cost will fluctuate until final design and a funding mechanism is chosen by the council. The next step would be approving an Engineering proposal to start final design.



3. Engineering Proposal for Development of Capital Improvement Program (CIP): The City elected to pursue GLO planning funds for this project and are currently seeking a company to assist with project application and grant administration.

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

Sincerely,

A handwritten signature in black ink that reads "Anthony D. Beach". The signature is written in a cursive, flowing style.

Anthony D. Beach, PE CFM
Sr. Project Manager
Anthony.Beach@mrbgroup.com

Kent Manton

From: Tabor & Associates Inc. <taborengr@aol.com>
Sent: Tuesday, September 17, 2024 8:27 AM
To: Kent Manton
Subject: Re: Reports for 9/26/2024 Council Meeting

CAUTION: This email originated from outside of the organization! Do not click links, open attachments or reply, unless you recognize the sender's email address and know the content is safe!

Kent:

As you are aware, the Notice to Proceed for all five contracts were issued at the Pre-Construction Conference with a start date of September 21, 2024, and completion date of September 21, 2025.

All contractors are now in the process of preparing construction schedules and submittals for submission to our office. We will email you construction schedules after approval by my office and USDA RD.

Please be aware that significant excavations will not begin until the contractors complete the submittal process, site surveying, and utility locates.

If you have any questions, please do not hesitate to contact our office.

Thank you,
Johnny M. Tabor, P.E., President
Tabor & Associates, Inc.
Firm #3229
1005 South 18th Street
P O Box 1788
Waco, Texas 76703
Telephone: 254-756-2118
taborengineers.com



In a message dated 9/12/2024 12:14:43 PM Central Daylight Time, kmanton@bruceville-eddy.us writes:

Good afternoon all,

If you have any staff reports, agreements, proposals, or anything you would like to be included in the agenda packet for this month, please send them to my attention by noon on Thursday September 19, 2024.

Thanks,

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 November 1, 2024 to October 31, 2025. The parties may mutually agree in writing to extend the term of the Agreement.

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

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 \$260.00.

A 'touch-up' cleaning of the restrooms, Council chambers, and lobby 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 \$70.00.

A 'full' cleaning of the common areas of the Police Department; performed once in December and once in July in an amount of \$350.00.

Total compensation shall not exceed \$2,680 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. Invoices can be submitted by the 5th of the month the service is to be rendered so that payment can be processed and be made ready for collection on the day of service. At no point will payment be made in advance of services performed.

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: _____

STATE OF TEXAS §
COUNTY OF McLENNAN §

TAXING UNIT NO.

OFFICIAL BALLOT

SELECTION OF FIVE (5) MEMBERS FOR THE BOARD OF DIRECTORS
OF THE McLENNAN CENTRAL APPRAISAL DISTRICT

ENTER THE NUMBER OF VOTES, IN THE SQUARE(S) ADJACENT TO THE NAME OF THE CANDIDATE(S), INDICATING THE NUMBER OF VOTES YOU WISH TO CAST FOR EACH CANDIDATE. YOU MAY CAST ALL OF YOUR ALLOTTED VOTES FOR ONE CANDIDATE OR DISTRIBUTE THEM AMONGST ANY NUMBER OF CANDIDATES. PLEASE VERIFY THAT THE TOTAL NUMBER OF VOTES CAST MATCHES THE ENTITLED NUMBER OF VOTES ALLOWED FOR YOUR TAXING UNIT, WHICH IS LISTED ON THE SPREADSHEET INCLUDED IN THE DELIVERY METHOD OF THIS BALLOT. BALLOTS SUBMITTED IN WHICH THE NUMBER OF VOTES CAST EXCEEDS THE NUMBER OF ENTITLED VOTES, CAN NOT BE COUNTED.

<u>NUMBER OF VOTES</u>	<u>NOMINEE</u>
	George Chase
	Jonathan Green
	John Kinnaird
	Dwain Moss
	Jim Patton
	Ben Perry
	Mildred Watkins

**BALLOT AND RESOLUTION MUST BE RETURNED TO
JIM HALBERT, CHIEF APPRAISER, BEFORE DECEMBER 15, 2024. BALLOTS RECEIVED OR
POSTMARKED AFTER DECEMBER 14, 2024, CAN NOT BE COUNTED.**

****Entities that are entitled to cast at least 5% of the total votes (Midway ISD, Waco ISD, McLennan County, MCC, City of Waco) must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body.**

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

TAXING UNIT	Preceding YR Tax Levy 2023	PERCENT OF TOTAL LEVY	CALCULATED 2025 TERM VOTES
TOTAL	569,549,373	100%	5,000
SCHOOL DISTRICTS			
AXTELL ISD	1,927,972.40	0.338508%	17
BOSQUEVILLE ISD	3,681,088.89	0.646316%	32
BRUCEVILLE-EDDY ISD	2,445,758.43	0.429420%	21
CHINA SPRING ISD	15,985,630.74	2.806716%	140
CONNALLY ISD	11,932,290.08	2.095041%	105
CRAWFORD ISD	3,864,794.45	0.678571%	34
GHOLSON ISD	735,626.44	0.129159%	6
HALLSBURG ISD	1,136,041.50	0.199463%	10
LA VEGA ISD	14,998,574.02	2.633411%	132
LORENA ISD	9,727,617.82	1.707950%	85
MART ISD	1,623,234.16	0.285003%	14
McGREGOR ISD	6,887,742.17	1.209332%	60
MIDWAY ISD	84,619,278.04	14.857233%	743
MOODY ISD	2,414,831.11	0.423990%	21
OGLESBY ISD	8,472.18	0.001488%	0
RIESEL ISD	4,642,146.83	0.815056%	41
ROBINSON ISD	11,797,166.13	2.071316%	104
VALLEY MILLS ISD	1,056,538.85	0.185504%	9
WACO ISD	98,628,560.46	17.316947%	866
WEST ISD	7,688,046.88	1.349847%	67
COUNTY			
McLENNAN COUNTY	92,052,479.02	16.162335%	808
McLENNAN COMMUNITY COLLEGE	37,605,997.91	6.602763%	330
CITY			
BELLMEAD, CITY OF	2,307,596.79	0.405162%	20
BEVERLY HILLS, CITY OF	763,602.63	0.134071%	7
BRUCEVILLE-EDDY, CITY OF	453,862.26	0.079688%	4
CRAWFORD, CITY OF	476,757.70	0.083708%	4
GHOLSON, CITY OF	35,552.07	0.006242%	0
GOLINDA, CITY OF	31,986.55	0.005616%	0
HALLSBURG, CITY OF	22,920.47	0.004024%	0
HEWITT, CITY OF	8,059,924.31	1.415141%	71
LACY-LAKEVIEW, CITY OF	1,964,160.86	0.344862%	17
LEROY, CITY OF	26,953.25	0.004732%	0
LORENA, CITY OF	1,019,655.83	0.179029%	9
MART, CITY OF	594,971.09	0.104463%	5
McGREGOR, CITY OF	3,891,399.93	0.683242%	34
MOODY, CITY OF	432,368.26	0.075914%	4
RIESEL, CITY OF	255,769.25	0.044907%	2
ROBINSON, CITY OF	6,501,866.74	1.141581%	57
VALLEY MILLS, CITY OF	9,481.41	0.001665%	0
WACO, CITY OF	118,587,400.29	20.821268%	1,041
WEST, CITY OF	1,777,493.71	0.312088%	16
WOODWAY, CITY OF	6,875,761.09	1.207228%	60



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

March 11th, 2024

From: Kent Manton
City Administrator
144 Wilcox Drive
Eddy, Texas 76524

Subject: Zoning Classification: Bed and Breakfasts / Short-term Rentals

Members of the Bruceville-Eddy City Council,

In July of 2023, the Council held a discussion regarding the zoning classification of bed and breakfasts / short-term rentals where staff sought the interpretation of our current zoning definitions. At the conclusion of this meeting, you requested additional information for consideration of the matter.

Before you tonight is an ordinance that would establish business regulations regarding these types of facilities. This proposed ordinance has been closely modeled from the codes of our neighboring McLennan County cities. The purpose of these regulations is to ensure that such rental use does not create adverse impacts to residential neighborhoods due to excessive traffic, noise, and density.

This letter serves as a supplement to those proposed changes and only seeks to inform you of the additional steps that would need to be taken to fully adjust our codes in light of the proposed ordinance.

If it is your desire to move forward with the creation of an ordinance regulating bed and breakfast and short term rental facilities, then we will also need to update Exhibit 14A, of the City's Zoning Code to properly reflect new classifications.

Please understand that changes to our zoning regulations require additional steps be taken by municipalities such as hosting a public hearing and notification in our publication of record. A separate ordinance would need to be brought before you for the zoning changes to be amended.

Below you will find some general information along with the proposed classifications for short term rentals and BnB as it pertains to zoning.

Background

A bed and breakfast, often abbreviated as a B&B or BnB, is a business that accommodates overnight guests and offers a breakfast menu. Traditionally, they take the form of a large family home with a limited number of rooms. Unlike hotels, a B&B usually only hosts guests for short periods, typically overnight, as opposed to accommodating individuals interested in a longer stay.



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As defined in our codes, a hotel is defined as an establishment with greater than six (6) individual rooms for temporary occupancy. Our code of ordinances does not provide a definition of a bed and breakfast or a short-term rental.

Furthermore, a boarding house/lodging house/rooming house is a building other than a hotel, where lodging and meals for four or more persons are served for compensation.

Both hotels, B&Bs, and boarding houses are subject to our hotel occupancy tax (HOT tax).

We now have a bed and breakfast establishment seeking to operate within the City of Bruceville-Eddy. Furthermore, the ever-growing practice of residents offering their homes (or portions of their homes) up for lease as a bed and breakfast requires a proactive response on the city's part. This business model, as you likely know, has been made extremely convenient via online booking platforms such as VRBO or AirBnB and cities across the country are now taking reasonable steps to protect the general welfare and safety of their communities from the potential side effects that may come with these practices.

Business Activities Associated with Bed and Breakfasts / Short-term rentals

- Dwelling Activity: Overnight stays of guests; most are owner occupied
- Sales: Overnight stays that may include the provision of breakfast
- Processing: N/A
- Type of product: Travel/lodging
- Storage: enclosed, food provisions
- Anticipated employment: No likely direct employment; cleaning services
- Transportation: increased parking needs
- Noise: can vary greatly; likely depending on if the property is owner occupied or not
- Odor: N/A
- Fumes: N/A
- Dust: N/A
- Toxic material: N/A
- Vibration: N/A
- Utilities: No additional constraints on utilities



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Definitions

Bed and Breakfast Facility - includes a Bed and Breakfast Homestay Establishment or Bed and Breakfast Inn.

Bed and Breakfast Homestay Establishment - shall mean an owner occupied residential property where short term lodging is provided that contains no more than 5 guest rooms and where breakfast service may be provided to overnight guests only. The owner must reside on the property and be present at the property for the duration of any short-term rental. The property may be rented out to multiple short term lodging groups at a time.

Bed and Breakfast Inn - shall mean a resident managed residential property where short term lodging is provided that contains no more than 15 guest rooms and where breakfast service may be provided to overnight guests only. The resident manager must reside on the property and be present at the property for the duration of any short-term rental. The property may be rented out to multiple short term lodging groups at a time.

Short-Term Rental - shall mean a residential dwelling unit(s) that is rented out for compensation on a temporary basis for a period of less than 31 consecutive days.

Short-Term Rental Facility - includes a Short-Term Rental Type I or Short Term Rental Type II.

Short-Term Rental Type I - shall mean an owner-occupied residential property where short term lodging is provided to only one group at a time per dwelling unit. Non-conforming single family residential properties that contain more than one dwelling unit shall rent to only one group at a time. The owner must reside in the primary structure on the property and be present at the property for the duration of any short-term rental.

Short Term Rental Type II - shall mean a single family or duplex residential property where short term lodging is provided to only one group at a time per dwelling unit. Non-conforming single family residential properties that contain more than one dwelling unit shall rent to only one group at a time. The property is not part of a multi-family residential use. The owner does not reside on the property or is not present at the property for the duration of any short-term rental.



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Classifications

	A	UE	SF-1	SF-2	SF-3	MH	MF-1	MF-2	LR	GB	LI	HI
Bed and Breakfast Homestay Establishment		C	C	C	C	C	C	C	P	P		
Bed and Breakfast Inn		C	C	C	C	C	C	C	P	P		
Short Term Rental Type I		P	P	P	P	P	C	C	P	P		
Short Term Rental Type II		C	C	C	C	C	C	C	P	P		

P Designates Use Permitted in District Indicated

Designates Use Prohibited in District Indicated

C Indicates Use May be Approved as Conditional Permit (See Section 7-500)

Kent Manton, City Administrator
City of Bruceville-Eddy, Texas
kmanton@bruceville-eddy.us
254-859-5700

ORDINANCE NO. O 10-24-2024-2

AN ORDINANCE OF THE CITY OF BRUCEVILLE-EDDY, TEXAS, AMENDING EXHIBIT 14A OF THE CODE OF ORDINANCES, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, BY ADDING CERTAIN LAND USE CLASSIFICATIONS FOR BED AND BREAKFASTS AND SHORT-TERM RENTAL FACILITIES; CREATING DEFINITIONS FOR SAID CLASSIFICATIONS; AND PROVIDING THAT SUCH AFFECTED ZONING CLASSIFICATIONS WILL APPLY TO ALL APPLICABLE ZONING DISTRICTS THROUGHOUT THE CORPORATE CITY LIMITS; PROVIDING REPEALING, SEVERABILITY, A SAVINGS CLAUSES; AND AN EFFECTIVE DATE.

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

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

WHEREAS, the City of Bruceville-Eddy, sees it necessary and prudent to adopt this ordinance for the purpose of facilitating current and future land uses by the comprehensive zoning ordinance;

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

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

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

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

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

That Exhibit 14A “Zoning Ordinance” of the Code of Ordinances of the City of Bruceville-Eddy, Texas, is hereby amended with the following changes:

1. “Exhibit A” (New Land Use Classifications), that has been attached to this ordinance is adopted and shall be added to section 7-102 Primary residential uses. This addition should be a continuation of the current format of the code of ordinances, and more specifically, inserted in-between “Hotel and Motel” and “Manufactured Home Park” within the existing table.
2. The following definitions shall be added to section 21 Definitions. This addition should be a continuation of the current format of the code of ordinances, and more specifically, added to be consistent with the current alphabetical ordering of the current zoning definitions.
 - a. Bed and Breakfast Homestay Establishment shall mean an owner occupied residential property where short term lodging is provided that contains no more than 5 guest rooms and where breakfast service may be provided to overnight guests only. The owner must reside on the property and be present at the property for the duration of any short term rental. The property may be rented out to multiple short term lodging groups at a time.
 - b. Bed and Breakfast Inn shall mean a resident managed residential property where short term lodging is provided that contains no more than 15 guest rooms and where breakfast service may be provided to overnight guests only. The resident manager must reside on the property and be present at the property for the duration of any short term rental. The property may be rented out to multiple short term lodging groups at a time.

- c. Short Term Rental Type I shall mean an owner occupied residential property where short term lodging is provided to only one group at a time per dwelling unit. Non-conforming single family residential properties that contain more than one dwelling unit shall rent to only one group at a time. The owner must reside in the primary structure on the property and be present at the property for the duration of any short term rental.

- d. Short Term Rental Type II shall mean a single family or duplex residential property where short term lodging is provided to only one group at a time per dwelling unit. Non-conforming single family residential properties that contain more than one dwelling unit shall rent to only one group at a time. The property is not part of a multi-family residential use. The owner does not reside on the property or is not present at the property for the duration of any short term rental.

SECTION 4. Severability. Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 5. Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. Effective Date. This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

SECTION 7. Open Meeting. That it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Article 551.041, Texas Government Code.

AND IT IS SO ORDERED.

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

Ayes:

Abstentions:

Nays:

At regular meeting October 24, 2024.

Linda Owens, Mayor

ATTEST:

Pam Combs, City Secretary

Exhibit "A"

New Land Use Classifications

Classifications

	A	UE	SF-1	SF-2	SF-3	MH	MF-1	MF-2	LR	GB	LI	HI
Bed and Breakfast Homestay Establishment		C	C	C	C	C	C	C	P	P		
Bed and Breakfast Inn		C	C	C	C	C	C	C	P	P		
Short Term Rental Type I		P	P	P	P	P	C	C	P	P		
Short Term Rental Type II		C	C	C	C	C	C	C	P	P		

P Designates Use Permitted in District Indicated

Designates Use Prohibited in District Indicated

C Indicates Use May be Approved as Conditional Permit (See Section 7-500)

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

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

PUBLICATION DATES:
Sep. 7, 2024

Notice ID: IQ822DzMENRY01IIN7Zm
Publisher ID: 121854
Notice Name: Public Hearing

PUBLICATION FEE: \$114.30

Amber Finneseth

Agent

VERIFICATION

State of New York
County of Orange

Signed or attested before me on this: 09/09/2024



Notary Public
Notarized remotely online using communication technology via Proof.

LAUREN A PREDMORE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PR0000070
Qualified in Orange County
Commission Expires February 1, 2027

NOTICE OF PUBLIC HEARING

The Bruceville-Eddy City Council will hold a public hearing October 24, 2024 at 6:00pm in the Bruceville-Eddy City Hall, 144 Wilcox Dr, Eddy, Texas for the purpose of considering and adopting zoning changes relating to bed and breakfast and short-term rental facilities. Proposed land use classifications would affect all property within the City Limits and are not specific to any one parcel. The Public hearing is open to any interested persons. Opinions, objections, and/or comments related to this matter may only be expressed in writing, via e-mail, or in person. Another person or attorney may also represent you.