REGULAR CITY COUNCIL MEETING

Tuesday, January 10, 2023 at 6:45 PM

CITY COUNCIL CHAMBERS - 120 Paint Rock Street, Eden, TX

Off: 325-869-2111 | Fax: 325-869-5075

AGENDA

1. CALL TO ORDER AND ROLL CALL

Mayor & City Council Members

Mayor Agapito Torres
Mayor Pro Tem Jennifer Martinez
Council Member Priscilla Saiz Aguirre
Council Member Grover Hall
Council Member Bradley Gandy
Council Member Randy Dunaway

Staff

Laura Beeson, City Administrator
Ronnie Winans, Public Works Supervisor

2. INVOCATION

3. WORKSHOP

No action to be taken. Staff reports regarding Current Projects and Plans, Ordinances and Compliance, Water Usage, Grant Opportunities and Status of Current Grants, Economic Development, Business, and Other Agenda Items listed below.

4. EXECUTIVE SESSION

The City Council for the City of Eden has the right to adjourn into executive session at any time during the course of this meeting to discuss any matter 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).

5. PRESENTATIONS BY CITIZENS

Floor open to discussion on any subject. No action may be taken by law. Citizens wishing to speak shall do so after being recognized by the Mayor. The Mayor and City Council may establish a time limit as necessary.

6. REPORTS OF OTHER AGENCIES, COMMISSIONS, & STAFF

A. Eden Economic Development Corporation Monthly Report - Brent Frazier, Vice President

7. CONSENT ITEMS

The following items may be acted upon in one motion. No separate discussion or action is necessary unless requested by a Council Member, in which event those items will be pulled from the consent agenda for separate consideration.

A. Approval of December 13, 2022 Regular Session Minutes
B. Approval of December 17, 2022 Special Session Minutes
C. Approval of December 26, 2022 Special Session Minutes
D. Approval of Financial Statement Month Ending December 2022
E. Approval of City of Eden Investment Report Month Ending December 2022

8. BUSINESS

Consideration and Possible Action On:

A. Consideration of Bid Award for the Industrial Park Road Project and Authorization for the Mayor to sign Bid Award Documents and an Agreement between Owner and Contractor for the Construction Contract

B. Consideration to sell the following city property which is an abandoned section of a formerly platted street on Concord Avenue:

A. The 60' X 146 ½' portion of Concord Avenue "Street" located between Lot 4, Block 3, and the East and West halves of Lot 1, Block 4, Roberts Subdivision, within the City of Eden

C. Discussion and approval of 2023 Spirit of Eden Grant Requests

A. Public Works Equipment - Mini Excavator in the amount of $32,547.04

B. Golf Course Club House Lease Assistance in the amount of $15,000 ($5,000/year for 3 years)

C. Golf Course Greens Resodding Assistance in the amount of $20,000

D. USDA Sanitary Sewer and South Water Projects Update

E. Updates and possible action regarding Management, Maintenance, and Funding of Golf Course

F. Consideration of 1/10/2023 FY2023 Budget Adjustments

G. Approval of December 2022 Bills

9. ADJOURN

Notice is posted in accordance with Chapter 551 Government Code, Vernon's Texas Codes, Annotated. I certify that the above notice of meeting was posted on the bulletin board located at City of Eden City Hall on or before January 6, 2023 by 5:00 pm.

Laura Beeson, City Administrator

All agenda items listed above are eligible for discussion and action unless otherwise specifically noted.
This facility is wheelchair accessible. Accessible parking spaces are available. Requests for auxiliary aids and services must be made 48 hours prior to this meeting by calling (325) 869-2211.

REGULAR CITY COUNCIL MEETING

Tuesday, December 13, 2022 at 7:00 PM

CITY COUNCIL CHAMBERS - 120 Paint Rock Street, Eden, TX

Off: 325-869-2111 | Fax: 325-869-5075

MINUTES

1. CALL TO ORDER AND ROLL CALL

PRESENT:

Mayor Agapito Torres
Priscilla Aguirre
Randy Dunaway
Jennifer Martinez
Grover Hall
Bradley Gandy

2. INVOCATION

City Administrator Laura Beeson provided the invocation.

3. WORKSHOP

No action to be taken. Staff reports regarding Current Projects and Plans, Ordinances and Compliance, Water Usage, Grant Opportunities and Status of Current Grants, Economic Development, Business, and Other Agenda Items listed below.

City Administrator Laura Beeson provided a monthly update for Public Works. Public Works employees performed daily monitoring and maintenance such as obtaining the readings and checking the residual at the Water and Wastewater Treatment Plants. They repaired four water leaks: two on Highway 87, one on Allen Street, and one on Harrod Street. They completed a walk through of the USDA North Water Project to get a list of things needed for a final walk through to complete the project. They cleaned drainage ditches to allow water to flow. They worked on three sewer stoppages on Petty Street, on Hwy 87, and on Johnson Street. They had several animal control calls. They mowed and weed-eated around the City Office, and had several late night call outs for the Sewer Plant due to pumps stopping up with trash and debris. They cleaned out the Lift Stations daily and pulled pumps at the Sewer Plant Lift Stations and the SBR to clean out the trash. They completed a water and a sewer tap on Welch, Smith, and Harrod Streets due to line kill outs on the USDA project. They located water valves for Darnell Construction, so they could complete their project. They put up banners around the square and made a list of supplies on hand for the USDA South Water and Sewer Projects.

City Administrator Laura Beeson provided a monthly update. On the USDA Project, Darnell is working on final line kill outs, as well as, finishing their final punch list. A meeting was held today with City staff, the Mayor, the City Attorney, eHT Engineers, and USDA officials to set parameters, come to a common consensus, and forge a path forward on the South Water and Sanitary Sewer Projects. We hope to have a list of what is remaining on each of these projects to provide to the Surety Bond Company by the end of the week. The City Attorney will be heavily involved in all communication and the process forward. We will discuss the Texas Water Development Board Project tonight. We anticipate the remaining work to Basin #2 at the Sewer Plant to be completed by Purcell in January to finish the installation of the new diffusers WRT has completed the necessary repairs for the leak in the piping to one of the trains at the Water Plant. WRT has committed to exchange the media in one more train in January. We were hoping to get both of the two remaining trains completed in January, but did not want to take two trains down at the same time. Talks

continue with Core Civic. I am working with the City Attorney to establish a Special Zoning District for the proposed housing project next to the Detention Center. eHT is finishing up the survey and report for the Hospital Water and Wastewater evaluation, and the Industrial Park Road Project has been advertised with bids due by December 27, 2022. We held our first few auctions for office furniture. We had two that sold, and two that did not. We will put up several more auctions this month.

4. PRESENTATIONS BY CITIZENS

Floor open to discussion on any subject. No action may be taken by law. Citizens wishing to speak shall do so after being recognized by the Mayor. The Mayor and City Council may establish a time limit as necessary.

There was no public comment.

5. REPORTS OF OTHER AGENCIES, COMMISSIONS, & STAFF

A. Eden Economic Development Corporation Monthly Report - Brent Frazier, Vice President

The Eden Economic Development Corporation received two resignations this month from Shan Click and from Celina Hemmeter. Peregrine Energy approached the EEDC with an interest in purchasing all of the remaining interior lots inside of the Eden Industrial Park. Peregrine Energy is proposing to install a number of containers that will each sit on a concrete slab and which will contain a number of battery storage units to store energy which will in turn be sold when the energy is needed. Talks continue with Peregrine Energy as to the sale of these Eden Industrial Park tracts.

6. CONSENT ITEMS

The following items may be acted upon in one motion. No separate discussion or action is necessary unless requested by a Council Member, in which event those items will be pulled from the consent agenda for separate consideration.

A. Approval of November 10, 2022 Regular Session Minutes
B. Approval of November 10, 2022 Executive Session Minutes
C. Approval of November 21, 2022 Special Session Minutes
D. Approval of November 29, 2022 Regular Session Minutes
E. Approval of December 6, 2022 Special Session Minutes
F. Approval of Financial Statement Month Ending November 2022
G. Approval of City of Eden Investment Report Month Ending November 2022

Council Member Hall made a motion to approve Consent Items "A-G", seconded by Council Member Dunaway. Motion carried 5-0.

Motion made by Hall, Seconded by Dunaway.
Voting Yea: Martinez, Aguirre, Hall, Dunaway, Gandy

7. BUSINESS
Consideration and Possible Action On:

A. Approval of EEDC 2023 Spirit of Eden Request of $22,000 for EEDC Coordinator position

Council Member Hall made a motion to approve Business Item "A", EEDC 2023 Spirit of Eden Request of $22,000 for EEDC Coordinator position, seconded by Council Member Gandy. Motion carried 5-0.

Motion made by Hall, Seconded by Gandy.
Voting Yea: Martinez, Aguirre, Hall, Dunaway, Gandy

B. Consideration of City Board Applicants to fill Cemetery Board, Zoning Board, and Eden Economic Development Corporation (EEDC) Vacancies:

1. Cemetery Committee - Omar Saldibar
2. Zoning Board - Tanya Garcia
3. Eden Economic Development Corporation - Edna Carnine

Council discussed Business Item "B", City Board Applications to fill positions on the Cemetery Board, Zoning Board, and Eden Economic Development Corporation. Council Member Martinez made a motion to approve the following Board Applications to fill open positions: Omar Saldibar to the Cemetery Committee, Tanya Garcia to the Zoning Board, and Edna Carnine to the Eden Economic Development Corportation, seconded by Council Member Hall. Motion carried 5-0.

Motion made by Martinez, Seconded by Hall.
Voting Yea: Martinez, Aguirre, Hall, Dunaway, Gandy

C. Discuss and consider Resolution Adopting 2023 Investment Policy

City Administrator Laura Beeson discussed Business Item "C", a Resolution adopting the City of Eden 2023 Investment Policy. The policy will remain the same from last year. Motion to approve a Resolution Adopting the City of Eden 2023 Investment Policy was made by Council Member Gandy, and seconded by Council Member Aguirre. Motion carried 5-0.

Motion made by Gandy, Seconded by Aguirre.
Voting Yea: Martinez, Aguirre, Hall, Dunaway, Gandy

D. Zoning Ordinance Discussion and possible action

Council discussed Business Item "D", the City's Zoning Ordinance. City Administrator Laura Beeson explained that Core Civic is looking to add some housing units for their guards and other staff, and discussions with the City Attorney are ongoing as to the best solution for this project, as it does not really fall into any of the current zoning categories. No action was taken on Business Item "D".

E. Updates and possible action regarding current status of the USDA Water and Wastewater Improvement Project

Council discussed Business Item "E" in regards to the default on the USDA South Water and Sanitary Sewer Projects. Sage Diller, eHT engineer, discussed the project and noted that a meeting had been held with the Mayor, City Administrator, eHT engineers, the City Attorney, and USDA Officials as to the best path forward.

Mayor Torres noted that in the meeting it seemed the City Attorney already had a plan in mind. Mayor Torres felt the City Attorney should have briefed City Council prior to this meeting to obtain their approval as to this plan. He felt that the City Council had been bypassed, and that the City Attorney may have taken steps forward without authorization. Mayor Torres requested that the City Administrator reach out to the City Attorney to brief him on today's discussion.

F. Texas Water Development Board Project and Application Update and possible action

Council discussed Business Item "F", the Texas Water Development Board Project and Application. Mayor Torres provided an update. At the last meeting, City Council voted to assign the engineering portion of the project to SKG Engineering; however, further discussions with SKG Engineering revealed that they would not have adequate time to complete the TWDB Application by the required deadline. If City Council wants to submit an application by the required deadline, then the City will need to use eHT Engineering to complete this project. Sage Diller, eHT Engineer, noted that eHT had started the application process back in January of last year. Council Member Dunaway asked which engineer would be in charge of this project, and would that engineer have the City of Eden's best interest at heart. Mr. Diller noted that he would be the Project Manager for the TWDB project, and that eHT has 5 engineers who will complete different portions of the project which include permit specialists, funding specialists, and CAD/Surveyors. Council Member Hall made a motion to assign the engineering portion of the 2023 DWSRF Texas Water Development Board Project to eHT Engineering, seconded by Council Member Gandy. Motion carried 5-0.

Motion made by Hall, Seconded by Gandy.
Voting Yea: Martinez, Aguirre, Hall, Dunaway, Gandy

G. **Update and possible action regarding Agreement with Core Civic**

City Administrator Laura Beeson provided an update on Business Item "G", agreement with Core Civic. The Mayor and City Administrator are still negotiating an updated agreement with Core Civic. The USMS contract with the City has Core Civic's approval and is ready to sign. Core Civic is willing to provide the City with at least one emergency generator at the Sewer Plant, as well as, provide a Sewer System Grinder Pump at the facility to help eliminate the trash coming into our system. No action was taken on this item.

H. Update and possible action regarding lawsuit from Jeremy Burney

City Administrator Laura Beeson provided an update on Business Item "H", a possible settlement in the lawsuit with Jeremy Burney. A settlement offer of $15,000 has been provided by TML to settle the case. We are waiting to see if Mr. Burney signs the settlement offer, or if the case is to continue. No action was taken on this item.

I. Updates and possible action regarding Management, Maintenance, and Funding of Golf Course

Council Member Gandy provided an update on Business Item "I", updates regarding the Golf Course. The Spirit of Eden Fund is willing to provide $20,000 towards resodding the greens, as well as, the $5,000 that they have already provided to reseed. The delivery of the greens would be in stages and would include a grass roller, sand, and fertilizer. We received word that the check valve is not rebuildable, so we will need a new one. The Spirit of Eden is willing to help cover some costs to replace sprinkler heads. Council Member Martinez asked if we could use part of the $20,000 allotted last year for the Golf Course towards the cost of the check valve. Mayor Torres noted that we need a committment towards continuation of the Golf Course before spending any money. It is not acceptable to just loose money year over year, as the City has many other needs. Council Member Hall noted that we will also need to figure out how to hire a Manager if we go forward. We need a proper

assessment of the sprinklers as well. There are folks at both extremes; some who want to continue to fund the Golf Course, and some who do not, as they want to fund the other City needs. We need to come to a consensus as to how to go forward. We need an estimate on the cost of a new check valve. Council directed the City Administrator to bring forward the Spirit of Eden Requests at the next agenda. Available mowing equipment was discussed, as well as an agreement with the Golf Course Association for use of this equipment. We can reach out to other organizations such as the school and/or hospital for help with funding. We can also advertise work days to help with maintenance. No further action was taken on this item.

8. ADJOURN

The meeting was adjourned at 8:41 PM.

_____ _____

Agapito Torres, Mayor Laura Beeson, City Secretary/Administrator

SPECIAL CITY COUNCIL MEETING

Saturday, December 17, 2022 at 1:00 PM

CITY COUNCIL CHAMBERS - 120 Paint Rock Street, Eden, TX

Off: 325-869-2111 | Fax: 325-869-5075

MINUTES

1. CALL TO ORDER AND ROLL CALL

PRESENT:

Agapito Torres	Jennifer Martinez	City Administrator Laura Beeson
Priscilla Aguirre	Grover Hall	City Attorney Jeff Betty
Randy Dunaway	Bradley Gandy	

2. BUSINESS

Consideration and Possible Action On:

A. **USDA Sanitary Sewer and South Water Projects Meeting Update**

City Attorney Jeff Betty discussed Business Item "A" and provided an update on the USDA Sanitary Sewer and South Water Projects. A status meeting was just held this Tuesday with USDA officials, City Officials including the City Attorney, the City Administrator, and the Mayor, and engineers from eHT.

Mayor Torres was not sure about the procedures during this meeting or how the plan of action came about as to the City Attorney's authority to put these into motion without prior approval from City Council. Betty noted that he has the authority to act on the City's behalf as City Attorney.

Betty explained that this summer the City had received notice of non-payment from suppliers of Roberts Construction. All contractors on the USDA project were required to have a Performance Bond and a Payment Bond in place, because these are federal funds. The need for a Surety Bond is common in grant funding. There are a number of different contracts in place. The City of Eden has an agreement with the federal government to conduct the improvements laid out the project. The City contracted with eHT to do the Engineering on the project. The City bid the construction contracts out, and hired the contractors to do the work. The Surety is required by the contractors to cover the City to insure that the works gets completed, and the City meets their requirements of their contract with the federal government. If something goes wrong, the Surety steps in and will contract with other contractors to make sure the work gets done.

The City received a letter from Core and Main, one of Robert's Construction creditors, notifying of non-payment. The City also granted Roberts Construction several extensions in an effort to get the work done. Meetings were involved with each of these three extensions.

On 11/23/22, the City received a letter from the Surety to pay them instead of paying Roberts Construction going forward, so that the creditors could be paid. The City then received a letter from Robert Schillinger of default on 12/2/22. Now we know Roberts Construction will not perform all of their duties or complete the work, and none of their sub-contractors will be working the project either. As a result, we notified USDA of the default, and we now have to take on our responsibility to complete the project. The Mayor was notified, and we notified our eHT engineering partners to see what they were going to do. There is a concept called "privity of contract", meaning who has a

contract with who. Our contract is with USDA to manage the contract and pay the contractors. The Surety company is going to look for an advantage, and they are taking action to find the status of the project. We will need to provide the project materials in our possession and all of Robert's Construction equipment located on our property. We need to preserve the materials and protect them from damage. The next step is to determine who owns what. Robert's lienholders will now be looking for the equipment.

A status meeting was held this past Tuesday with City Officials including the Mayor, City Administrator, Public Works, and the City Attorney, eHT engineers, and USDA Officials. USDA's responsibility is to grant the funds. All other issues are not their problem. The engineers had to decide if they were to continue with engineering and inspection, and by all accounts, the answer seems to be "yes". Our employees have been instructed not to talk to strangers or let any equipment and/or materials out of our possession without proper permissions. Mayor Torres noted that he felt the City Attorney had already developed a plan of action without proper authority to do so, as the City Council had not directed any action. Betty explained that the Mayor and City Administrator had been involved in the meeting for just this purpose, and that no action had been taken by the City Attorney at this meeting.

Prior to this meeting, the City received a letter from the bond company's attorney which directed the City Administrator to pay all remaining funds to them. Retainage is not paid until all of the work is completed. The City contracted with USDA to distribute the grant funds once all entities sign off on the pay requests. The problem was if we paid all remaining funds to the bond company, this would violate the City's contracts with eHT and USDA.

During the joint status meeting, USDA basically told the city that it is our responsibility to complete the contract. eHT indicated they would assist, but Sage Diller was worried about how eHT would be paid for the additional services. If eHT does any work above and beyond the original contract, then a new contract would be needed. Due to the circumstances, this contract would need to be with the City Attorney to preserve attorney/client privilege. The City would pay the City Attorney, and he would in turn pay eHT. The City Attorney requested a status report from eHT, but none has been provided to date. Mayor Torres expressed concern that the City Attorney was contracting in an outside contract with eHT on behalf of the City without Council's prior notification. Betty explained that it was his job to handle the legal matters of the City. No contract had been entered into yet, and prior to entering into an actual contract, his intention was to brief City Council to discuss and obtain this approval. However, currently, a legal response is needed to the Surety company's attorney, and in order to provide this response, he had to determine if the engineers would work with the City going forward, as the engineering fees on this contract have already been paid out.

There is approximately $1.5 million left on this project, and these funds need to cover all remaining work yet to be completed. The Surety company will hire a contractor to complete the work. This contractor will want a premium to certify and warranty all of the work, even the work that has already been completed to date. eHT has indicated that all work completed to date meets standards; however, the Surety company has already hired an engineer to look at the project. If someone finds something that is not right, their is a cost exposure there. There should not be any unauthorized communications. If eHT has a contract with the City Attorney, then there is attorney/client priviledge.

We need to keep track of staff hours on the USDA project. Legal services required due to the default are reimburseable. There are several ways this project can end: 1) All entities can end up in court - the contractor and sub-contractors, the material providers, the lienholders, etc. This is beyond our control, and it would come down to security interests (who has a right to what, and who has superior interests). Many are looking to get their money back from Robert's Construction.; 2) The Surety

company can determine the status of the project and where the materials are and make a cash offer. If this happens, we will need the help of eHT engineers to determine the project status.

We now need to determine how to respond to the Surety company's attorney, and this is the City Attorney's job to do so. The Mayor and City Council asked to have copies of the Surety company's letter so all could read it for themselves. Council Member Hall asked if the Surety company had the right to make these demands. Betty explained that the Surety company has a contract with Robert's Construction, but the City has not seen this contract. We would have to see this contract to know what the rights of the Surety company actually are. If they have the authority, then Betty will recommend that the City pay the proceeds of the last pay requests from Robert's Construction to the Surety company. The Surety company can offer a settlement to the city, or they can choose to hire another contractor themselves to complete the project. More common than not, the Surety will offer a settlement.

Currently, the status of the project and what exactly is needed to finish can only be provided by eHT engineers, and the status will determine the amount of money needed to complete the project. Any new contractor has to be willing to warranty the work. If the Surety company hires a new contractor to complete the project, this does not have to be bid out. It would be helpful if eHT would take on the responsibility to hire the contractors. No matter which action is taken, we need the status information from eHT.

Mayor Torres asked who needed to respond to the letter from the Surety company's attorney. Betty stated that it should be legal counsel who responds, but the Mayor can respond if that is the City's decision. The City can decide to use Mr. Betty, or they can hire someone else if they so choose. Primarily, the City has contractual obligations. The advice would be the same from any legal counsel, as the requirements of the contract do not change. Mayor Torres asked if Betty had asked for any clarifications from the Surety company's attorney. Betty noted that he hasn't reached that point yet.

Mayor Torres noted that the letter states they are requesting all monies and retainage, and it actually says "when they come due". Mayor Torres questioned why Betty previously stated that they were asking for all monies and retainage now, as he felt the previous statement had been misleading.

Betty felt his advice and integrity were being questioned, and noted that as the attorney he had the right to determine how he works. If the information came across differently, he was unable to help how it came through. Betty noted that the Mayor had been involved in Tuesday's meeting and had the opportunity to respond or ask questions at any point. It was noted during that meeting that we need to get a letter back to the attorney and report the status of the project.

Mayor Torres noted that the way he operates is by having the City Council involved through all parts of the process from the very beginning.

Council Member Hall agreed that the City Council should have been involved from the very beginning.

Betty explained that he did not have the information at that point to provide to the City Council, and that was part of the reason for the status meeting. If there is a problem that needs to be resolved, we are all here at this meeting. Betty has some concerns that we have not had a response back from eHT yet as to the status of this project, and eHT was provided a list of materials on hand at Tuesday's meeting. Betty noted that there is a time when the City Council needs to be informed, but that is not necessarily during every step of the process.

Mayor Torres noted that Betty should have asked the Surety company's attorney about their rights to the funds. Betty noted that the Mayor was involved in the meetings, and he could have asked if that was the information he wanted to know. Mayor Torres noted that he did not understand that this was what the meeting was about.

Clearly there was a misunderstanding as to the starting point. Mayor Torres noted that this was not communicated, and he will have to look at things differently at each meeting going forward. He has the right to ask questions, and he is just asking for clarifications.

Betty stated that maybe he needs to communicate better; however, he will not have his integrity questioned. In regards to how to respond to the Surety company's attorney, the City Attorney does not determine tone, City Council does. Betty suggested that the tone of the letter be polite, professional, and cooperative, as he feels the Surety company's attorney letter was in that tone. Betty will need to determine the legal rights of the surety company; however, he will need eHT to respond with the status. In order to determine what is the Surety company's legal obligation dollar-wise, he will need to know the costs left to finish the remaining work.

Council Member Aguirre suggested that we confirm our relationship with the engineers and let Sage know that we need the information now.

Betty agreed and noted that we need to acknowledge the attorney letter, and that we are glad that they are taking steps to discuss the legal issues. When this contact with the attorney is made, Betty wanted to be able to provide the status of the projects. It was noted in the joint status meeting that the City is required to complete the USDA project within 5 years of the date it was obligated. The City knows which materials are on hand. We now just need to know the associated costs to complete the project. We will need a general contractor who will accept the project and the funds available to complete that work. Betty will set up a meeting with Sage to obtain the information needed.

Mayor Torres noted that when the City first heard about the default that the Surety company had reached out to the City Administrator and explained that they were willing to work with the City to get the project completed. They were very cooperative. Then he received information from the City Administrator that she had contacted the City Attorney. In determining the reason, the City Administrator relayed that the City had received the letter from the Surety company's attorney, and the tone had seemed to change. The City needed to know who to pay the grant funds to for the work that had been completed for the last pay requests.

Betty stated the he will work on his communication going forward, and that clarification is the best method. He will get with the City Administrator if he needs to get with the Mayor, or he will let the Ctiy know if he needs to speak with the City Council.

Mayor Torres noted that he had just felt that the City Attorney was obligating the City by making an engagement with eHT and Sage Diller. Betty noted that he was trying to determine if eHT was willing to assist the City.

If the Surety company wants to review materials or work done to date, then a City employee will need to be present. Betty will write a letter to the attorney for the Surety company. He will work on a contract with eHT, and he will notify the City of there is no cooperation in this.

Mayor Torres reiterated that he felt the City Attorney was obligating the City before a discussion was held with the City Council. He just needed clarification as to this. Betty noted that if the Mayor ever has any questions, he can just call Mr. Betty. He does have concerns that the City knows who to pay the funds to, and he will work to determine this answer. The Mayor, Council, or City Administrator can

call him at any time. Betty requested a meeting with the Mayor to clear the air, and Mayor Torres stated that Betty can meet with the Mayor here during this meeting. Betty felt he was being dealt with hostilely. No further action was taken on this matter.

B. **Approval of November 2022 Bills**

Motion to approve Business Item "B", November Bills, was made by Council Member Hall, seconded by Council Member Gandy. Motion carried 5-0.

Motion made by Hall, Seconded by Gandy.
Voting Yea: Martinez, Aguirre, Hall, Dunaway, Gandy

C. **Consideration of Golf Course Club House Lease Agreement three year renewal and monthly rental rate increase from $811.28 to $939.47**

Council discussed Business Item "C", a three-year extension of the Golf Course Club House Lease. Mayor Torres noted that, if approved, the City would be bound by this lease for the entire three years. If Council is going forward with the Golf Course, then we need to renew the lease. If Council ends up not going forward with the Golf Course, the the City will be spending the money and getting nothing from it.

Council Member Aguirre asked Council Member Gandy if the Golf Course Association was willing to work the Club House should the lease be extended.

Council Member Gandy noted that only about 5 members out of 25 from the Golf Course Association are attending meetings. Gandy was willing to work the Club House to do his part.

Mayor Torres noted that some towns have an honor system in regards to how to pay fees instead of manning the Club House.

Council Member Hall thinks Council should go forward with the lease extension, as he feels we are trying to make the Golf Course work.

Mayor Torres noted that he was not in favor of just throwing money at the Golf Course without checks in place or caps on expenditures. We are still negotiating with Core Civic, but we are unsure as to whether these negotiations will bring in more funding. We are trying to determine how the per diem dollar figure is determined as to how the rates are set. No further action was taken.

D. **Consideration of approval of Golf Course Check Valve Replacement quote**

City Administrator Laura Beeson discussed Business Item "D", estimates for the costs of a new Golf Course Check Valve. The only estimate we have obtained is for the check valve only. Morrison Supply provided and estimate of $8,000 for the check valve only. We are still waiting to hear from All American Pump as to the costs for installation and electrical work. A meeting was set for Wednesday, December 28, 2022, to discuss these matters further once all of the estimates for the check valve have been determined.

3. ADJOURN

The meeting was adjourned at 3:26 PM.

_____ _____

Agapito Torres, Mayor Laura Beeson, City Secretary/Administrator

SPECIAL CITY COUNCIL MEETING

Monday, December 26, 2022 at 6:00 PM

CITY COUNCIL CHAMBERS - 120 Paint Rock Street, Eden, TX

Off: 325-869-2111 | Fax: 325-869-5075

MINUTES

1. CALL TO ORDER

PRESENT:
Jennifer Martinez
Priscilla Aguirre
Grover Hall
Randy Dunaway
Bradley Gandy

ABSENT:
Agapito Torres

In the absence of Mayor Torres, and because Mayor Pro Tem Martinez arrived late, Council Member Hall chaired the meeting.

2. BUSINESS
Consideration and Possible Action On:

A. USDA Sanitary Sewer and South Water Projects Meeting Update

City Administrator Laura Beeson provided an update on Business Item "A" regarding the USDA Water and Wastewater Improvement Project. Beeson shared a letter from City Attorney Jeff Betty which explained that he had a meeting with Counsel for the Surety Bond Company (FCII) which determined that FCII's interest does take precedence over all other entities seeking reimbursement. We did receive another notification of interest, and will keep all creditor payment requests on file. City Attorney Betty praised City Officials for their quick action in notifying him, and for not paying the last payment disbursement from USDA until we could determine the correct entity to pay. This likely saved the City about $160,000. No action was taken on this item.

B. **Consideration of Golf Course Club House Lease Agreement three year renewal and monthly rental rate increase from $811.28 to $939.47**

Council Members discussed Business Item "B", the three-year extension on the Golf Course Club House Lease. With the lease extension, monthly payments would increase from $881.28 to $939.47. City Administrator Laura Beeson explained that, should Council agree to the three-year extension, the City will be locked into this lease for the full three years for a total cost of $33,820.92.

Council also began discussing the Golf Course Check Valve replacement, Business Item "C". City Administrator Laura Beeson relayed a conversation with Shawn Mitchell from All American Pump. Mitchell explained that the City could pay $15,000 to $20,000 for the Check Valve, installation, and electrical work, and, while he could guarantee that the check valve would function, he could not guarantee that the check valve would work with the current electrical panel that operates the sprinkler system. The reason for this is because so many things have been bypassed in this panel over the years, that he was uncertain if he could make the panel work. Mitchell highly recommended that the City look into replacing the entire electrical panel. Beeson provided the estimates previously obtained

from Flowtronics of $86,659 for replacement of the panel only and $159,480 for replacement of the panel and the entire pump station and pump base. Mitchell explained that he could charge $20,000 at a time to continue to try to make the current panel work, but he felt that the end result would be that a new panel is needed. Flowtronics previously said a new panel was needed, and they would not work on the old one at all due to the current condition of it.

Council Member Gandy stated that he had previously visited with Jamie Bozek, and he felt that Bozek could do the electrical work for the check valve to make it work. Estimates from Morrison Supply for just the check valve were about $8,000. Council Member Gandy also noted that he had visited with Wade Ellison from the Spirit of Eden, to help out with more funding for the golf course. We can send in a request to the Spirit of Eden for $5,000/year for 3 years to help out with the club house rent. Council Member Aguirre asked Gandy if he had asked Mr. Ellison about funding to help man the Club House. Gandy had not asked about manning the Club House, but noted that he would visit with Ellison regarding this matter.

Council Member Hall stated that he was not worried about who would man the Club House, but he did feel that Council needs to order the check valve and try to make it work. Council Member Gandy made a motion to approve the Club House three-year lease extension, seconded by Council Member Dunaway. Motion carried 5 to 0.

Motion made by Gandy, Seconded by Dunaway.
Voting Yea: Martinez, Aguirre, Hall, Dunaway, Gandy

B. Consideration of approval of Golf Course Check Valve Replacement quote

The discussion continued in regards to Business Item "C", Golf Course Check Valve Replacement. We have an estimate from Morrison Supply of $8,000 for the check valve only. Council requested that City Staff install the check valve, and that Jamie Bozek complete the electrical portion.

Council Member Hall noted that he is just wanting to get water to the greens and the tee boxes.

Council Member Gandy made a motion to approve the purchase of the check valve from Morrison Supply for the estimated cost of $8,000, seconded by Council Member Martinez. Motion carried 4-1 with Council Member Dunaway opposing. Council Member Gandy will visit with Jamie Bozek in regards to completing the electrical work.

Motion made by Gandy, Seconded by Martinez.
Voting Yea: Martinez, Aguirre, Hall, Gandy
Voting Nay: Dunaway

3. ADJOURN

The meeting was adjourned at 6:50 PM.

_____ _____

Grover Hall, Acting Mayor Pro Tem Laura Beeson, City Administrator

01 -GENERAL FUND
REVENUES

ACCOUNT		ANNUAL BUDGET	CURRENT PERIOD	YEAR TO DATE	PERC. BUDGET	BUDGET BALANCE	Y-T-D BUDGET	
452-6201	PROPERTY TAXES-CURRENT	350,000.00	48,338.98	76,031.89	21.72	273,968.11	145,833.35	
452-6202	PROPERTY TAXES-DELINQUENT	16,000.00	323.12	8,919.11	55.74	7,080.89	6,666.69	(
452-6203	PROPERTY TAXES-P & I	13,000.00	74.49	3,913.44	30.10	9,086.56	5,416.69	
452-6401	CITY SALES TAX	140,000.00	10,856.81	61,090.78	43.64	78,909.22	58,333.35	(
452-6601	FRANCHISE TAX-CABLE (quarte	0.00	0.00	0.00	0.00	0.00	0.00	
452-6602	FRANCHISE TAX-GAS (annual)	4,400.00	0.00	0.00	0.00	4,400.00	1,833.35	
452-6603	FRANCHISE TAX-ELECTRIC (mont	19,000.00	1,213.23	9,211.02	48.48	9,788.98	7,916.65	(
452-6604	FRANCHISE TAX-TELEPHONE (qtr	12,500.00	0.00	3,926.23	31.41	8,573.77	5,208.35	
452-6605	PILOT WATER/SEWER	0.00	0.00	0.00	0.00	0.00	0.00	
452-6802	MOTEL OCCUPANCY TAX	10,400.00	1,241.75	5,341.33	51.36	5,058.67	4,333.31	(
453-7201	MUNICIPAL COURT FINES	2,000.00	0.00	356.11	17.81	1,643.89	833.35	
453-7301	TRANSFER SITE FEES	0.00	512.98	686.11	0.00	(686.11)	0.00	(
453-7401	ANIMAL CONTROL FEES & FINES	18,000.00	1,506.45	8,151.13	45.28	9,848.87	7,500.00	(
453-7402	LATE FEES - GENERAL FUND	4,000.00	333.16	1,502.04	37.55	2,497.96	1,666.65	
453-7601	PET LICENSE	600.00	0.00	42.00	7.00	558.00	250.00	
453-7602	BEER LICENSE	250.00	0.00	0.00	0.00	250.00	104.15	
453-7603	PERMIT FEES	100.00	0.00	0.00	0.00	100.00	41.65	
453-7705	STREET RENTAL FEE	0.00	0.00	0.00	0.00	0.00	0.00	
453-7706	SHARED OVERHEAD WATER/SEWER	0.00	0.00	0.00	0.00	0.00	0.00	
453-7900	IGA EDEN DETENTION CENTER	265,000.00	11,241.00	36,104.00	13.62	228,896.00	110,416.65	
454-5017	SLUDGE HAULING	0.00	0.00	0.00	0.00	0.00	0.00	
454-5202	COPIES/FAXES	150.00	1.25	77.00	51.33	73.00	62.50	(
454-5501	MISCELLANEOUS RECEIPTS	0.00	0.00	782.00	0.00	(782.00)	0.00	(
454-5601	INDUSTRIAL PARK RENT	6,000.00	0.00	120.00	2.00	5,880.00	2,500.00	
454-5602	FIRE STATION RENTALS	0.00	0.00	0.00	0.00	0.00	0.00	
454-5603	MULTI-PURPOSE CENTER RENTAL	1,500.00	75.00	650.00	43.33	850.00	625.00	(
454-5604	ROY BURNES CIVIC CENTER RENT	4,500.00	750.00	2,150.00	47.78	2,350.00	1,875.00	(
454-5605	BUSINESS INCUBATOR RENT	1,200.00	0.00	0.00	0.00	1,200.00	500.00	
454-5801	INTEREST EARNED	250.00	30.73	132.16	52.86	117.84	104.15	(
454-8801	CVCOG & COUNTY BUS REIM	0.00	0.00	0.00	0.00	0.00	0.00	
454-8803	HOME PROGRAM GRANT	0.00	0.00	0.00	0.00	0.00	0.00	
454-8804	GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	
454-8806	SOE GRANT FUNDS- GENERAL	10,000.00	0.00	10,000.00	100.00	0.00	4,166.65	(
454-8807	TDA/ ECONOMIC DEVEL GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	
454-8810	FIRE DEPARTMENT DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00	
454-8811	GREEN APPLE GRANTS & DONATIO	0.00	0.00	0.00	0.00	0.00	0.00	
455-9201	SWIMMING POOL INCOME	2,000.00	0.00	383.00	19.15	1,617.00	833.35	
456-5801	CEMETERY INTEREST INCOME	120.00	8.24	48.90	40.75	71.10	50.00	
456-6001	CEMETERY INCOME	1,000.00	0.00	0.00	0.00	1,000.00	416.65	
499-2001	TRANSFER IN	0.00	0.00	0.00	0.00	0.00	0.00	
499-2004	DONATIONS & SUPPORT	0.00	0.00	0.00	0.00	0.00	0.00	
499-2009	LOAN PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00	
	CATEGORY TOTAL REVENUES	881,970.00	76,507.19	229,618.25	26.03	652,351.75	367,487.49	1

C I T Y O F E D E N
FINANCIAL STATEMENT
FOR THE MONTH ENDING: DECEMBER 31ST, 2022

01 -GENERAL FUND
REVENUES

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	YEAR TO DATE	PERC. BUDGET	BUDGET BALANCE	Y-T-D BUDGET	
FUND TOTAL REVENUES	881,970.00	76,507.19	229,618.25	26.03	652,351.75	367,487.49	1

C I T Y O F E D E N

FINANCIAL STATEMENT

FOR THE MONTH ENDING: DECEMBER 31ST, 2022

01 -GENERAL FUND

EXPENSES

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	YEAR TO DATE	PERC. BUDGET	BUDGET BALANCE	Y-T-D BUDGET
511-1401 MAYOR SALARY	9,600.00	0.00	4,000.00	41.67	5,600.00	4,000.00
511-1501 CITY ADMINISTRATION SAL	64,890.00	4,846.08	26,653.44	41.07	38,236.56	27,037.50
511-2501 SOCIAL SECURITY BENEFITS	5,700.00	385.08	2,476.89	43.45	3,223.11	2,375.00 (
511-2601 RETIREMENT BENEFITS	3,800.00	196.80	1,700.10	44.74	2,099.90	1,583.35 (
511-2701 HEALTH INSURANCE BENEFITS	0.00	0.70	3.50	0.00	(3.50)	0.00 (
511-2901 COMPENSATED VACATION BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
511-4001 ELECTION EXPENSE	3,500.00	0.00	0.00	0.00	3,500.00	1,458.35
511-4010 CITY COUNCIL EXPENSE	1,000.00	0.00	0.00	0.00	1,000.00	416.65
511-4011 CITY ADMINISTRATOR EXPENSE	1,000.00	0.00	100.00	10.00	900.00	416.65
511-4201 CITY HALL EXPENSE	25,000.00	1,640.74	17,355.08	69.42	7,644.92	10,416.65 (
511-4501 OFFICE EXPENSE	40,000.00	2,943.17	18,560.25	46.40	21,439.75	16,666.65 (
511-5101 WORKERS COMPENSATION	8,740.00	849.00	9,590.12	109.73	(850.12)	3,641.69 (
511-5102 PROPERTY & LIABILITY	7,000.00	0.00	7,000.00	100.00	0.00	2,916.65 (
511-5501 MISCELLANEOUS EXPENSE	500.00	50.00	275.00	55.00	225.00	208.31 (
511-5502 BANK FEES/FILING FEES EXPENS	800.00	7.55	171.35	21.42	628.65	333.31
511-6101 PROFESSIONAL FEES - LEGAL	20,000.00	0.00	275.00	1.38	19,725.00	8,333.31
511-6102 PROFESSIONAL FEES - AUDITING	33,500.00	0.00	18,193.74	54.31	15,306.26	13,958.31 (
511-6103 PROFESSIONAL FEES - ENGINEER	12,000.00	0.00	900.00	7.50	11,100.00	5,000.00
511-6104 PROFESSIONAL FEES-DC REP	0.00	0.00	0.00	0.00	0.00	0.00
511-6201 TAX EXPENSE COLLECTIONS	10,000.00	0.00	2,204.41	22.04	7,795.59	4,166.65
511-8101 MAYOR EXPENSE	2,000.00	0.00	226.35	11.32	1,773.65	833.35
511-9102 HOME PROGRAM EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
511-9301 CAPITAL OUTLAY - ADMIN	0.00	0.00	0.00	0.00	0.00	0.00
513-3101 STREET EXPENSE	30,000.00	4,598.66	26,869.88	89.57	3,130.12	12,500.00 (
513-3201 DUMPTRUCK EXPENSE	2,500.00	463.50	2,348.99	93.96	151.01	1,041.65 (
514-2001 CODE ENFORCEMENT SALARIES	0.00	0.00	0.00	0.00	0.00	0.00
514-2101 COURT SALARIES	14,400.00	300.00	5,500.00	38.19	8,900.00	6,000.00
514-2201 ANIMAL CONTROL SALARY	9,000.00	692.28	3,807.54	42.31	5,192.46	3,750.00 (
514-2501 SOCIAL SECURITY BENEFITS	2,000.00	73.45	692.55	34.63	1,307.45	833.35
514-2601 RETIREMENT BENEFITS	1,000.00	38.70	416.70	41.67	583.30	416.65 (
514-2701 HEALTH INSURANCE BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
514-4001 CODE ENFORCEMENT EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
514-4002 CODE ENFORCEMENT FUEL EXPENS	0.00	0.00	0.00	0.00	0.00	0.00
514-4101 COUNTY - LAW ENF EXPENSE	25,000.00	6,250.00	12,500.00	50.00	12,500.00	10,416.65 (
514-4201 COURT EXPENSE	2,500.00	1,152.87	2,202.87	88.11	297.13	1,041.65 (
514-4202 COURT TECHNOLOGY	0.00	0.00	0.00	0.00	0.00	0.00
514-6101 ANIMAL CONTROL EXPENSE	5,000.00	71.98	1,123.21	22.46	3,876.79	2,083.35
514-7202 FIRE STATION OPERATION EXP	15,000.00	136.77	14,836.38	98.91	163.62	6,250.00 (
514-9301 CAPITAL OUTLAY- FIRE DEPT	0.00	0.00	0.00	0.00	0.00	0.00
515-2501 SOCIAL SECURITY BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
515-2601 RETIREMENT BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
515-3501 CVCOG BUS DRIVER EXPENSE	10,600.00	0.00	0.00	0.00	10,600.00	4,416.65
515-4501 LIBRARY OPERATION EXPENSE	11,000.00	0.00	11,000.00	100.00	0.00	4,583.35 (

01 -GENERAL FUND
EXPENSES

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	YEAR TO DATE	PERC. BUDGET	BUDGET BALANCE	Y-T-D BUDGET
515-5501 MULTI-PURPOSE CENTER EXPENSE	10,800.00	684.65	9,999.29	92.59	800.71	4,500.00 (
515-5504 ROY BURNES CIVIC CENTER EXPE	2,700.00	73.04	1,165.79	43.18	1,534.21	1,125.00 (
515-5506 BUSINESS INCUBATOR EXPENSES	3,000.00	198.01	2,741.47	91.38	258.53	1,250.00 (
515-5507 VFW UTILITIES	1,200.00	0.00	1,200.00	100.00	0.00	500.00 (
515-9102 HOME PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
515-9301 CAPITAL OUTLAY- SOCIAL SERVI	0.00	0.00	0.00	0.00	0.00	0.00
516-1801 PARK SALARIES	30,000.00	2,307.20	12,726.81	42.42	17,273.19	12,500.00 (
516-1901 SWIMMING POOL SALARIES	15,360.00	0.00	2,627.00	17.10	12,733.00	6,400.00
516-2501 SOCIAL SECURITY BENEFITS	3,150.00	169.04	1,135.20	36.04	2,014.80	1,312.50
516-2601 RETIREMENT BENEFITS	1,200.00	89.98	767.47	63.96	432.53	500.00 (
516-2701 HEALTH INSURANCE BENEFITS	9,080.00	756.66	3,783.30	41.67	5,296.70	3,783.35
516-4401 CEMETERY EXPENSE & IMPROVEME	2,500.00	0.00	135.00	5.40	2,365.00	1,041.65
516-5001 PARK ELECTRICITY	4,000.00	263.49	1,207.21	30.18	2,792.79	1,666.65
516-5005 PARK REPAIRS AND MAINTENANCE	5,000.00	45.59	1,614.38	32.29	3,385.62	2,083.35
516-5010 PARK FUEL EXPENSE	2,500.00	169.52	1,117.83	44.71	1,382.17	1,041.70 (
516-5301 STREET LIGHT ELECTRICITY	10,000.00	822.10	4,000.58	40.01	5,999.42	4,166.65
516-6201 FLAG EXPENSE	2,000.00	0.00	1,717.67	85.88	282.33	833.35 (
516-6401 CEMETERY MOWING CONTRACT	26,400.00	2,000.00	10,200.00	38.64	16,200.00	11,000.00
516-7101 SWIMMING POOL EXPENSE	15,000.00	55.69	5,059.70	33.73	9,940.30	6,250.00
516-8301 BEAUTIFICATION PROGRAM	38,000.00	39.81	2,565.78	6.75	35,434.22	15,833.35
516-9301 CAPITAL OUTLAY - PARKS	0.00	0.00	0.00	0.00	0.00	0.00
517-1101 MUSEUM EXPENSES	3,000.00	69.44	713.50	23.78	2,286.50	1,250.00
517-1103 EVENT ADVERTISING	2,500.00	0.00	990.00	39.60	1,510.00	1,041.65
517-1104 GRANT EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
517-1105 CULTURAL ARTS CENTER	1,500.00	0.00	0.00	0.00	1,500.00	625.00
519-1200 ECON DEV REIM-SOE & EEDC	0.00	0.00	0.00	0.00	0.00	0.00
519-1501 ECON DEV SALARY	0.00	0.00	0.00	0.00	0.00	0.00
519-2199 ECON DEV PLAN EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
519-2201 EDI TRAVEL, SCHOOL & EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
519-2202 DUES, SUBS & EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00
519-2203 SOLICIT, PROGRAMS, BUSINESS	0.00	0.00	0.00	0.00	0.00	0.00
519-2204 ADVERTISING	0.00	0.00	0.00	0.00	0.00	0.00
519-2205 POSTAGE	0.00	0.00	0.00	0.00	0.00	0.00
519-2206 OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
519-2207 INCENTIVE ITEMS	0.00	0.00	0.00	0.00	0.00	0.00
519-2208 TELEPHONE	0.00	0.00	0.00	0.00	0.00	0.00
519-2209 HOST & WEB SITE FEES	10,940.00	249.68	1,048.07	9.58	9,891.93	4,558.35
519-2211 ECON DEV MATCHING GRANT EXP	0.00	0.00	0.00	0.00	0.00	0.00
519-2501 SOCIAL SECURITY BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
519-2601 RETIREMENT BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
519-2701 ECON DEV HEALTH INS	0.00	0.00	0.00	0.00	0.00	0.00
519-2801 COVID-19 EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
589-7101 PRINCIPAL ON DEBT	0.00	0.00	0.00	0.00	0.00	0.00
589-8101 INTEREST PAID	0.00	0.00	0.00	0.00	0.00	0.00
589-9301 CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
599-9901 TRANSFERS TO EVFRR	0.00	0.00	0.00	0.00	0.00	0.00
599-9902 TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00	0.00

C I T Y O F E D E N
FINANCIAL STATEMENT
FOR THE MONTH ENDING: DECEMBER 31ST, 2022

01 -GENERAL FUND
EXPENSES

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	YEAR TO DATE	PERC. BUDGET	BUDGET BALANCE	Y-T-D BUDGET
599-9903 TRANSFERS IN	0.00	0.00	0.00	0.00	0.00	0.00
599-9907 TRANSFERS TO GOLF COURSE	0.00	0.00	0.00	0.00	0.00	0.00
599-9909 TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
CATEGORY TOTALS	576,860.00	32,691.23	257,499.40	44.64	319,360.60	240,358.23 (
DEPARTMENT TOTALS	576,860.00	32,691.23	257,499.40	44.64	319,360.60	240,358.23 (
FUND TOTAL EXPENSES	576,860.00	32,691.23	257,499.40	44.64	319,360.60	240,358.23 (
FUND TOTAL PROFIT (LOSS)	305,110.00	43,815.96 (	27,881.15)	9.14-	332,991.15	127,129.26 1

C I T Y O F E D E N

FINANCIAL STATEMENT

FOR THE MONTH ENDING: DECEMBER 31ST, 2022

02 -WATERWORKS & SEWER FUND

REVENUES

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	YEAR TO DATE	PERC. BUDGET	BUDGET BALANCE	Y-T-D BUDGET
451-1101 WATER SALES-METERED	618,520.00	61,892.63	280,898.04	45.41	337,621.96	257,716.69 (
451-1102 WATER SALES-UNMETERED	22,000.00	172.73	10,449.19	47.50	11,550.81	9,166.69 (
451-1120 INFRASTRUCTURE MAINTENANCE F	0.00	0.00	0.00	0.00	0.00	0.00
451-4401 WATER TAPPING FEES	1,700.00	0.00	450.00	26.47	1,250.00	708.31
451-4403 WATER CONNECTION FEES	9,000.00	1,070.00	3,835.00	42.61	5,165.00	3,750.00 (
451-4501 TWDB GRANT 110006	0.00	0.00	0.00	0.00	0.00	0.00
451-4502 TWDB GRANT 110030	0.00	0.00	0.00	0.00	0.00	0.00
451-4503 TWDB GRANT 110031	0.00	0.00	0.00	0.00	0.00	0.00
451-4505 CDBG GRANT	0.00	0.00	0.00	0.00	0.00	0.00
451-4506 CCA INFRASTRCUTURE MNT FEE	0.00	0.00	0.00	0.00	0.00	0.00
451-4507 AP ARPA GENERATOR GRANT	160,637.52	0.00	160,634.35	100.00	3.17	66,932.30 (
452-1101 SEWER OPERATING EXP REIMB CC	145,000.00	0.00	40,945.91	28.24	104,054.09	60,416.69
452-2201 SEWER SERVICE	160,000.00	20,942.63	82,729.16	51.71	77,270.84	66,666.69 (
452-4402 SEWER TAPPING FEES	2,000.00	0.00	600.00	30.00	1,400.00	833.35
453-3301 GARBAGE SERVICE	260,000.00	22,613.97	111,922.42	43.05	148,077.58	108,333.35 (
453-7402 LATE FEES - WATER/SEWER	10,000.00	705.93	4,174.66	41.75	5,825.34	4,166.65 (
454-4404 ENVIRONMENTAL FEES	0.00	0.00	0.00	0.00	0.00	0.00
454-5501 MISCELLANEOUS RECEIPTS	0.00	30.00	345.88	0.00	(345.88)	0.00 (
454-5510 GAIN/LOSS DISP OF ASSETS	0.00	0.00	0.00	0.00	0.00	0.00
454-5801 INTEREST EARNED	1,100.00	165.35	675.94	61.45	424.06	458.35 (
454-8806 SOE GRANT FUNDS	0.00	0.00	0.00	0.00	0.00	0.00
499-2004 TRANSFERS IN	0.00	0.00	0.00	0.00	0.00	0.00
CATEGORY TOTAL REVENUES	1,389,957.52	107,593.24	697,660.55	50.19	692,296.97	579,149.07 (1
FUND TOTAL REVENUES	1,389,957.52	107,593.24	697,660.55	50.19	692,296.97	579,149.07 (1

C I T Y O F E D E N

FINANCIAL STATEMENT

FOR THE MONTH ENDING: DECEMBER 31ST, 2022

02 -WATERWORKS & SEWER FUND

EXPENSES

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	YEAR TO DATE	PERC. BUDGET	BUDGET BALANCE	Y-T-D BUDGET	
501-1101 CLERICAL	90,600.00	7,105.60	36,362.94	40.14	54,237.06	37,750.00	
501-1201 WATER PERSONNEL	184,000.00	15,336.09	82,557.21	44.87	101,442.79	76,666.65	(
501-2501 SOCIAL SECURITY BENEFITS	21,000.00	1,651.54	8,839.99	42.10	12,160.01	8,750.00	(
501-2601 RETIREMENT BENEFITS	9,800.00	835.20	6,655.33	67.91	3,144.67	4,083.35	(
501-2701 HEALTH INSURANCE BENEFITS	72,700.00	5,069.62	26,256.10	36.12	46,443.90	30,291.65	
501-2801 UNEMPLOYMENT TAX	1,700.00	0.00	12.87	0.76	1,687.13	708.35	
502-3101 WATER OPERATIONS EXPENSE	200,000.00	40,200.24	195,864.26	97.93	4,135.74	83,333.35	(1
502-3102 ELECTRIC PUMPS EXPENSE	70,000.00	5,815.44	34,452.70	49.22	35,547.30	29,166.65	(
502-3103 ELLIS WELL EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	
502-3104 WRT CONTRACT	98,000.00	9,075.36	45,376.80	46.30	52,623.20	40,833.35	(
502-3501 POSTAGE/OFFICE EXPENSE	5,000.00	604.50	3,796.16	75.92	1,203.84	2,083.35	(
502-3502 TELEPHONE EXPENSE	8,500.00	825.43	3,834.09	45.11	4,665.91	3,541.65	(
502-3503 UNIFORM EXPENSE	9,000.00	1,456.48	4,797.76	53.31	4,202.24	3,750.00	(
502-4001 BACKHOE /AIR COMP/SKID STEER	8,000.00	563.39	2,381.26	29.77	5,618.74	3,333.31	
502-4201 PICKUP OPERATING EXPENSE	8,000.00	4,502.93	6,426.91	80.34	1,573.09	3,333.35	(
502-4202 PICKUP FUEL EXPENSE	12,000.00	1,055.18	7,041.77	58.68	4,958.23	5,000.00	(
502-4205 EQUIPMENT RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	
502-6103 PROFESSIONAL FEES-ENGINEER	5,000.00	0.00	6,175.00	123.50	(1,175.00)	2,083.35	(
502-6104 CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	
503-1201 SEWER PERSONNELL	45,400.00	3,543.53	18,995.43	41.84	26,404.57	18,916.65	(
503-2501 SOCIAL SECURITY BENEFITS	3,500.00	268.42	1,439.23	41.12	2,060.77	1,458.35	
503-2601 RETIREMENT BENEFITS	1,700.00	138.19	1,142.04	67.18	557.96	708.35	(
503-2701 HEALTH INSURANC BENEFITS- SE	9,080.00	756.66	3,783.30	41.67	5,296.70	3,783.35	
503-2801 UNEMPLOYMENT TAX- SEWER	0.00	0.00	0.00	0.00	0.00	0.00	
503-3201 SEWER EXPENSE	100,000.00	48,436.58	127,240.74	127.24	(27,240.74)	41,666.65	(
503-3203 SEWER- ELECTRIC PUMPS EXPENS	28,000.00	1,591.25	8,394.54	29.98	19,605.46	11,666.65	
503-3204 SEWER- POSTAGE/OFFICE EXPENS	0.00	0.00	0.00	0.00	0.00	0.00	
503-3205 SEWER- TELEPHONE EXPENSE	1,800.00	105.89	549.75	30.54	1,250.25	750.00	
503-3206 SEWER- UNIFORM EXPENSE	2,000.00	182.84	601.68	30.08	1,398.32	833.35	
503-3207 SEWER- PUMPHOUSE/SHOP EXPENS	0.00	0.00	0.00	0.00	0.00	0.00	
503-3208 SEWER- PICKUP OPERATING EXPE	2,500.00	0.00	0.00	0.00	2,500.00	1,041.65	
503-3209 SEWER- PICKUP FUEL EXPENSE	4,000.00	124.01	931.45	23.29	3,068.55	1,666.65	
503-3210 SEWER- WORKERS COMP EXPENSE	1,800.00	0.00	0.00	0.00	1,800.00	750.00	
503-3211 SLUDGE HAULING EXPENSE	6,000.00	0.00	2,846.12	47.44	3,153.88	2,500.00	(
503-3212 SEWER-PROPERTY/LIAB EXPENSE	21,000.00	0.00	21,000.00	100.00	0.00	8,750.00	(
504-6101 SANITATION CONTRACTOR	240,000.00	23,233.81	116,240.34	48.43	123,759.66	100,000.00	(
505-5101 WORKERS COMPENSATION EXP	4,000.00	0.00	4,000.00	100.00	0.00	1,666.69	(
505-5102 PROP & LIABILITY EXPENSE	25,000.00	0.00	25,000.00	100.00	0.00	10,416.65	(
506-1201 STREET RENTAL FEE	0.00	0.00	0.00	0.00	0.00	0.00	
506-1202 PILOT	0.00	0.00	0.00	0.00	0.00	0.00	
506-1203 SHARED OVERHEAD	0.00	0.00	0.00	0.00	0.00	0.00	
512-5501 MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	
569-8101 INTEREST PAID	0.00	0.00	0.00	0.00	0.00	0.00	

C I T Y O F E D E N

FINANCIAL STATEMENT

FOR THE MONTH ENDING: DECEMBER 31ST, 2022

02 -WATERWORKS & SEWER FUND

EXPENSES

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	YEAR TO DATE	PERC. BUDGET	BUDGET BALANCE	Y-T-D BUDGET	
579-8201 DEPRECIATION	0.00	0.00	0.00	0.00	0.00	0.00	
589-9301 CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	
589-9501 TWDB BOND RESERVES	0.00	0.00	0.00	0.00	0.00	0.00	
589-9502 MAINTENANCE RESERVE USDA	0.00	0.00	0.00	0.00	0.00	0.00	
589-9503 USDA BOND PMT	75,000.00	0.00	22,725.00	30.30	52,275.00	31,250.00	
589-9504 ARPA GENERATOR GRANT	285,723.00	0.00	0.00	0.00	285,723.00	119,051.25	1
589-9599 TWDB BOND PMT	50,000.00	0.00	0.00	0.00	50,000.00	20,833.35	
599-9901 PERMANENT TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	
599-9902 TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00	0.00	
599-9903 TRANSFER TO CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	
599-9904 PERMANENT TRANSFER TO GOLF	19,100.00	0.00	0.00	0.00	19,100.00	7,958.31	
CATEGORY TOTALS	1,728,903.00	172,478.18	825,720.77	47.76	903,182.23	720,376.26 (	1
DEPARTMENT TOTALS	1,728,903.00	172,478.18	825,720.77	47.76	903,182.23	720,376.26 (	1
FUND TOTAL EXPENSES	1,728,903.00	172,478.18	825,720.77	47.76	903,182.23	720,376.26 (	1
FUND TOTAL PROFIT (LOSS)	(338,945.48)	(64,884.94)	(128,060.22)	37.78	(210,885.26)	(141,227.19)	(

18 -EDEN MUNICIPAL GOLF COURS
REVENUES

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	YEAR TO DATE	PERC. BUDGET	BUDGET BALANCE	Y-T-D BUDGET
418-2201 DAILY GOLF FEES	0.00	0.00	0.00	0.00	0.00	0.00
418-2204 TOURNAMENT FEE	0.00	0.00	0.00	0.00	0.00	0.00
418-3301 ANNUAL MEMBER FEES	0.00	0.00	0.00	0.00	0.00	0.00
418-3302 MONTHLY MEMBER FEES	0.00	0.00	0.00	0.00	0.00	0.00
418-3303 ANNUAL RANGE FEES	0.00	0.00	0.00	0.00	0.00	0.00
418-4401 CART FEES	0.00	0.00	0.00	0.00	0.00	0.00
418-4402 PROMOTIONS INCOME	0.00	0.00	0.00	0.00	0.00	0.00
418-8802 RETURN CHECK CHARGE	0.00	0.00	0.00	0.00	0.00	0.00
418-8805 CREDIT CARD RECEIPTS	0.00	0.00	0.00	0.00	0.00	0.00
418-9901 ICE & OTHER INCOME	0.00	0.00	0.00	0.00	0.00	0.00
453-7402 LATE FEES - GOLF FUND	0.00	0.00	0.00	0.00	0.00	0.00
454-5801 INTEREST EARNED	0.00	0.00	7.38	0.00	(7.38)	0.00 (
454-8806 SOE GRANT FUNDS	0.00	0.00	0.00	0.00	0.00	0.00
454-8807 EEDC GRANT	0.00	0.00	0.00	0.00	0.00	0.00
458-9906 GAIN (LOSS) - EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
499-1101 TRANSFERS FROM WATER FUND	0.00	0.00	0.00	0.00	0.00	0.00
499-9999 PERMANENT TRANSFERS IN	0.00	0.00	0.00	0.00	0.00	0.00
CATEGORY TOTAL REVENUES	0.00	0.00	7.38	0.00	(7.38)	0.00 (
FUND TOTAL REVENUES	0.00	0.00	7.38	0.00	(7.38)	0.00 (

18 -EDEN MUNICIPAL GOLF COURS
EXPENSES

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	YEAR TO DATE	PERC. BUDGET	BUDGET BALANCE	Y-T-D BUDGET
518-2001 CLUB HOUSE RENT	11,000.00	811.28	4,056.40	36.88	6,943.60	4,583.35
518-2002 CLUB HOUSE TAXES	3,000.00	0.00	0.00	0.00	3,000.00	1,250.00
518-2003 SALARIES-MANAGER	0.00	0.00	0.00	0.00	0.00	0.00
518-2005 GOLF COURSE SALARIES	0.00	0.00	0.00	0.00	0.00	0.00
518-2006 GOLF COURSE MGMT FEE	0.00	0.00	0.00	0.00	0.00	0.00
518-2501 SOCIAL SECURITY BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
518-2601 RETIREMENT EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
518-2701 HEALTH INSURANCE BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
518-2901 COMPENSATED VACATION	0.00	0.00	0.00	0.00	0.00	0.00
518-3101 SUPPLIES-CHEMICALS & FERTILI	0.00	0.00	0.00	0.00	0.00	0.00
518-3103 SUPPLIES-FUEL & LUBRICANTS	0.00	337.50	337.50	0.00	(337.50)	0.00 (
518-3104 SUPPLIES-COURSE	0.00	0.00	0.00	0.00	0.00	0.00
518-4101 REPAIRS & MAINT - GENERAL	2,000.00	108.84	431.81	21.59	1,568.19	833.31
518-4103 REPAIRS-IRRIGATION & PUMP HO	14,600.00	0.00	0.00	0.00	14,600.00	6,083.31
518-4106 CLUB HOUSE MAINT, REPRS, MIS	0.00	0.00	0.00	0.00	0.00	0.00
518-4108 RESERVE CART PAYOFF	0.00	0.00	0.00	0.00	0.00	0.00
518-4109 CREDIT CARD FEES	0.00	0.00	0.00	0.00	0.00	0.00
518-5101 UTILTIES-ELEC, GAS, TELE	2,500.00	274.23 (	284.08)	11.36-	2,784.08	1,041.69
518-6101 OPERATIONS-EQUIPMENT LEASE	0.00	0.00	0.00	0.00	0.00	0.00
518-6103 OPERATIONS-ADVERTISING	0.00	0.00	0.00	0.00	0.00	0.00
518-6104 OPERATIONS-CART REPAIR	0.00	0.00	0.00	0.00	0.00	0.00
518-6105 EQUIPMENT LEASE	0.00	0.00	0.00	0.00	0.00	0.00
518-8201 DEPRECIATION	0.00	0.00	0.00	0.00	0.00	0.00
518-9000 GOLF COURSE SOE GRANT	0.00	0.00	0.00	0.00	0.00	0.00
518-9301 CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
589-8101 INTEREST PAID	0.00	0.00	0.00	0.00	0.00	0.00
599-9902 TRANSFERS FROM WATER	0.00	0.00	0.00	0.00	0.00	0.00
599-9903 TRANSFERS FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00	0.00
CATEGORY TOTALS	33,100.00	1,531.85	4,541.63	13.72	28,558.37	13,791.66
DEPARTMENT TOTALS	33,100.00	1,531.85	4,541.63	13.72	28,558.37	13,791.66
FUND TOTAL EXPENSES	33,100.00	1,531.85	4,541.63	13.72	28,558.37	13,791.66
FUND TOTAL PROFIT (LOSS) (	33,100.00)(	1,531.85)(	4,534.25)	13.70 (	28,565.75)(	13,791.66)(

C I T Y O F E D E N
FINANCIAL STATEMENT
FOR THE MONTH ENDING: DECEMBER 31ST, 2022

20 -GENERAL LONG-TERM DEBT
EXPENSES

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	YEAR TO DATE	PERC. BUDGET	BUDGET BALANCE	Y-T-D BUDGET
500-3001 AMOUNTS TO BE PROVIDED	0.00	0.00	0.00	0.00	0.00	0.00
CATEGORY TOTALS	0.00	0.00	0.00	0.00	0.00	0.00
DEPARTMENT TOTALS	0.00	0.00	0.00	0.00	0.00	0.00
FUND TOTAL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
FUND TOTAL PROFIT (LOSS)	0.00	0.00	0.00	0.00	0.00	0.00

Industrial Park Road Project

City Council has two options:

1. Choose one of the two non-compliant bids

2. Reject both non-compliant bids and advertise again for bid proposals

Bids Received

Compliant?	Reason	Contractor Name	Base Bid	Add Alternate 1	Add Alternate 2
No	Contractor is not bonded	**Bar Spur (Mark Osborn)**	$75,680.70	$116,395.05	$104,668.19
No	Bid received on 12/27/22 at 11:00 AM after the 10:00 AM deadline	**Reece Albert Trucking, LLC**	$66,717.30	$78,073.90	$99,075.36

To Whom it May Concern,

#1. - I am not bonded, but surely we can work around this, being as we do what we say & City Council Knows this.

#2 - This bid is good until the End of April as that is the soonest I could start. After that, a fuel adjustment may be made.

#3 I am currently working on an EHT Project at Melvin and have not failed a density ~~test~~ yet. We will do your a good job. I did not see a grade requirement but we guarantee the work to within 1/10 of a foot for top of Roadway Surface.

Thank you,

Mel

Bar-Spur Co, LLC

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: **City of Eden**
120 Paint Rock Road
Eden, Texas 76837

Project Name: **Industrial Park Paving Improvements**
Project Number: **7885-6**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

BASE BID PROPOSAL
FOR LABOR, MATERIAL, EQUIPMENT AND INCIDENTALS:

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
1	1 LS	Mobilization, bonds and insurance (not to exceed 5 percent of bid), for three thousand five hundred Dollars and Cents per lump sum.	3500	$ 3500

EJCDC® C-410, Bid Form for Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 20—SIGNING OF AGREEMENT

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

21.01 Owner is exempt from Texas state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
2	1 LS	Furnish and implement a Stormwater Pollution Prevention Plan, for Six thousand Dollars and ____ Cents per lump sum.	6000	$ 6000
3	0.74 AC	Furnish preparation of Right-of-Way, for Six thousand seven hundred fifty six Dollars and Seventy-six Cents per acre.	$ 6756.76 /ACRE	$ 5000
4	255 CY	Furnish and install Roadway Excavation, for forty nine Dollars and two Cents per cubic yard.	$ 49.02 /CY	$ 12500.10
5	220 CY	Furnish and install Roadway Embankment, for sixty-two Dollars and seventy-two Cents per cubic yard.	$ 62.72 /CY	$ 13,798.40
6	1,260 SY	Furnish and install Subgrade Preparation, for three Dollars and ____ Cents per square yard.	$ 3 /SY	$ 3780
7	1,260 SY	Furnish and install Flexible Base Material, Type A, Grade 2 or better, as shown and as specified, for thirteen ~~dollars~~ Dollars and ninety-seven Cents per square yard.	$ 13.97 /SY	$ 17602.20
8	1 LS	Furnish and install 2-18" Diameter Corrugated Steel Culverts, 34.5 linear foot in length, including end treatment, as shown and as specified, for thirteen thousand five hundred Dollars and ____ Cents per each.	13,500	$ 13,500
TOTAL BASE BID (Items 1 thru 8)				$ 75,680.20

ADDITIVE ALTERNATE 1 PROPOSAL
FOR LABOR, MATERIAL, EQUIPMENT AND INCIDENTALS:

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
1A	1 LS	Mobilization, bonds and insurance (not to exceed 5 percent of bid), for ____ Dollars and ____ Cents per lump sum.	3500	$ 3500
2A	1 LS	Furnish and implement a Stormwater Pollution Prevention Plan, for ____ Dollars and ____ Cents per lump sum.	6000	$ 6000

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
3A	0.91 AC	Furnish preparation of Right-of-Way, for _____ _____ _____ Dollars and _____ Cents per acre.	$ 6756.76 /ACRE	$ 6148.65
4A	500 CY	Furnish and install Roadway Excavation, for _____ _____ _____ Dollars and _____ Cents per cubic yard.	$ 49.02 /CY	$ 24510
5A	880 CY	Furnish and install Roadway Embankment, for _____ _____ _____ Dollars and _____ Cents per cubic yard.	$ 62.72 /CY	$ 55,193.6
6A	1,240 SY	Furnish and install Subgrade Preparation, for _____ _____ _____ Dollars and _____ Cents per square yard.	$ 3 /SY	$ 3720
7A	1,240 SY	Furnish and install Flexible Base Material, Type A, Grade 2 or better, as shown and as specified, for _____ _____ _____ Dollars and _____ Cents per square yard.	$ 13.97 /SY	$ 17,322.80
TOTAL ADD ALT 1(Items 1A thru 7A)				$ 116,395.05

ADDITIVE ALTERNATE 2 PROPOSAL
FOR LABOR, MATERIAL, EQUIPMENT AND INCIDENTALS:

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
1B	1 LS	Mobilization, bonds and insurance (not to exceed 5 percent of bid), for _____ _____ Dollars and _____ Cents per lump sum.	3500	$ 3500
2B	1 LS	Furnish and implement a Stormwater Pollution Prevention Plan, for _____ _____ Dollars and _____ Cents per lump sum.	6000	$ 6000
3B	0.65 AC	Furnish preparation of Right-of-Way, for _____ _____ _____ Dollars and _____ Cents per acre.	6756.76 /ACRE	$ 4391.89
4B	200 CY	Furnish and install Roadway Excavation, for _____ _____ _____ Dollars and _____ Cents per cubic yard.	$ 49.02 /CY	$ 9804

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
5B	735 CY	Furnish and install Roadway Embankment, for _____ _____ _____ Dollars and _____ Cents per cubic yard.	$ 62.72 /CY	$ 46,099.20
6B	1,230 SY	Furnish and install Subgrade Preparation, for _____ _____ _____ Dollars and _____ Cents per square yard.	$ 3 /SY	$ 3690
7B	1,230 SY	Furnish and install Flexible Base Material, Type A, Grade 2 or better, as shown and as specified, for _____ _____ _____ Dollars and _____ Cents per square yard.	$ 13.97 /SY	$ 17,183.10
8B	1 LS	Furnish and install 3-24" Diameter Corrugated Steel Culverts, 34.5 linear foot in length, including end treatment, as shown and as specified, for _____ _____ _____ Dollars and _____ Cents per each.	14,000	$ 14,000
TOTAL ADD ALT 2 (Items 1B thru 8B)			$ 104,668.19	

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

BIDDER hereby submits this Bid as set forth above:

Bidder: Bar Spur Co, LLC
(typed or printed name of organization)

By: Mark Osburn
(individual's signature)

~~Name:~~ President / Owner
(typed or printed)

~~Title:~~ Mark
(typed or printed)

Date: 12-22-22
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

_____

_____

Bidder's Contact:

Name: Mark Osburn
(typed or printed)

Title: Pres / Owner
(typed or printed)

Phone: (325) 456-2646

Email: Mark @ bar-spur.net

Address: 5643 CR 3726

Eden, TX 76837

Bidder's Contractor License No.: (if applicable) _____

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
   a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
   b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
   c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
   d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ADVERTISEMENT FOR BIDS

CITY OF EDEN
INDUSTRIAL PARK PAVING IMPROVEMENTS
EDEN, TEXAS

General Notice

City of Eden (Owner) is requesting Bids for the construction of the following Project:

Industrial Park Paving Improvements

Bids for the construction of the Project will be received at the **City Hall** located at **120 Paint Rock Road, Eden, Texas 76837**, until **Thursday, December 1, 2022** at **10:00 a.m.** local time. At that time the Bids received will be **publicly** opened and read.

The Project includes the following Work:

Construction of "all-weather" roadway; including subgrade preparation, grading, drainage structures, and installation of all-weather surface material.

Bids are requested for the following Contract: **Industrial Park Paving Improvements**

Owner anticipates that the Project's total base bid price will be approximately **$70,000.00**.

The Project has an expected duration of **90** days.

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website:

www.civcastusa.com

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

Enprotec / Hibbs & Todd, Inc.
402 Cedar Street
Abilene, Texas 79601

Prospective Bidders may examine the Bidding Documents at the Issuing Office on Monday through Thursday between the hours of 7:30 am until 5:30 pm. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

Pre-bid Conference

A pre-bid conference for the Project will not be held.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: **City of Eden**
120 Paint Rock Road
Eden, Texas 76837

Project Name: **Industrial Park Paving Improvements**
Project Number: **7885-6**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

BASE BID PROPOSAL
FOR LABOR, MATERIAL, EQUIPMENT AND INCIDENTALS:

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
1	1 LS	Mobilization, bonds and insurance (not to exceed 5 percent of bid), for Two thousand, one hundred Forty-five Dollars and Cents per lump sum.		$ 2,145

EJCDC® C-410, Bid Form for Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
2	1 LS	Furnish and implement a Stormwater Pollution Prevention Plan, for One thousand eight hundred and Fifty-nine Dollars and ____ Cents per lump sum.		$ 1859
3	0.74 AC	Furnish preparation of Right-of-Way, for one Thousand six hundred ninety Dollars and ____ Cents per acre.	$ 1,690 /ACRE	$ 1,250.60
4	255 CY	Furnish and install Roadway Excavation, for ~~one~~ eleven Dollars and seventy-four Cents per cubic yard.	$ 11.74 /CY	$ 2,993.70
5	220 CY	Furnish and install Roadway Embankment, for Thirty-three Dollars and Fifty-five Cents per cubic yard.	$ 33.55 /CY	$ 7,381
6	1,260 SY	Furnish and install Subgrade Preparation, for eleven Dollars and Twenty-five Cents per square yard.	$ 11.25 /SY	$ 14,175
7	1,260 SY	Furnish and install Flexible Base Material, Type A, Grade 2 or better, as shown and as specified, for eighteen Dollars and seventy Cents per square yard.	$ 18.70 /SY	$ 23,562
8	1 LS	Furnish and install 2-18" Diameter Corrugated Steel Culverts, 34.5 linear foot in length, including end treatment, as shown and as specified, for Thirteen thousand Three hundred fifty-one Dollars and ____ Cents per each.		$ 13,351
TOTAL BASE BID (Items 1 thru 8)				$ 66,717.30

ADDITIVE ALTERNATE 1 PROPOSAL
FOR LABOR, MATERIAL, EQUIPMENT AND INCIDENTALS:

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
1A	1 LS	Mobilization, bonds and insurance (not to exceed 5 percent of bid), for Two thousand one hundred forty-five Dollars and ____ Cents per lump sum.		$ 2,145
2A	1 LS	Furnish and implement a Stormwater Pollution Prevention Plan, for One thousand eight hundred Fifty-nine Dollars and ____ Cents per lump sum.		$ 1,859

EJCDC® C-410, Bid Form for Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
3A	0.91 AC	Furnish preparation of Right-of-Way, for One thousand six hundred ninety Dollars and Cents per acre.	$ 1,690 /ACRE	$ 1,537.90
4A	500 CY	Furnish and install Roadway Excavation, for eleven Dollars and seventy-four Cents per cubic yard.	$ 11.74 /CY	$ 5,870
5A	880 CY	Furnish and install Roadway Embankment, for Thirty-Three Dollars and Fifty-five Cents per cubic yard.	$ 33.55 /CY	$ 29,524
6A	1,240 SY	Furnish and install Subgrade Preparation, for eleven Dollars and Twenty-five Cents per square yard.	$ 11.25 /SY	$ 13,950
7A	1,240 SY	Furnish and install Flexible Base Material, Type A, Grade 2 or better, as shown and as specified, for eighteen Dollars and seventy Cents per square yard.	$ 18.70 /SY	$ 23,188
TOTAL ADD ALT 1(Items 1A thru 7A)				$ 78,073.90

ADDITIVE ALTERNATE 2 PROPOSAL
FOR LABOR, MATERIAL, EQUIPMENT AND INCIDENTALS:

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
1B	1 LS	Mobilization, bonds and insurance (not to exceed 5 percent of bid), for Two thousand, one hundred Fourty-five Dollars and Cents per lump sum.		$ 2145
2B	1 LS	Furnish and implement a Stormwater Pollution Prevention Plan, for Two thousand, Two hundred Dollars and Cents per lump sum.		$ 2,200
3B	0.65 AC	Furnish preparation of Right-of-Way, for One Thousand, six hundred ninety Dollars and Cents per acre.	$ 1,690 /ACRE	$ 1,098.50
4B	200 CY	Furnish and install Roadway Excavation, for eleven Dollars and seventy-four Cents per cubic yard.	$ 11.74 /CY	$ 2,348

EJCDC® C-410, Bid Form for Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
5B	735 CY	Furnish and install Roadway Embankment, for Thirty-Three Dollars and Fifty-five Cents per cubic yard.	$ 33.55 /CY	$ 24,659.25
6B	1,230 SY	Furnish and install Subgrade Preparation, for eleven Dollars and Twenty-five Cents per square yard.	$ 11.25 /SY	$ 13,837.50
7B	1,230 SY	Furnish and install Flexible Base Material, Type A, Grade 2 or better, as shown and as specified, for eighteen Dollars and seventy Cents per square yard.	$ 18.70 /SY	$ 23,001
8B	1 LS	Furnish and install 3-24" Diameter Corrugated Steel Culverts, 34.5 linear foot in length, including end treatment, as shown and as specified, for Twenty-nine Thousand, seven hundred eighty-six Dollars and eleven Cents per each.		$ 29,786.11
TOTAL ADD ALT 2 (Items 1B thru 8B)			$ 99,095.36	

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	11-29-22

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
   a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
   b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
   c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
   d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

BIDDER hereby submits this Bid as set forth above:

Bidder: Reece Albert trucking LLC.
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Reece Albert
(typed or printed)

Title: Owner
(typed or printed)

Date: 11-29-22
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

_____

_____

Bidder's Contact:

Name: Reece Albert
(typed or printed)

Title: Owner
(typed or printed)

Phone: (325) 716-8737

Email: Reece Albert Trucking@gmail.com

Address: 719 Knickerbocker Rd
San Angelo TX 76903

Bidder's Contractor License No.: (if applicable) _____

EJCDC® C-410, Bid Form for Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

BID BOND (PENAL SUM FORM)

Bidder Name: Address *(principal place of business)*:	**Surety** Name: Address *(principal place of business)*:
Owner Name: **City of Eden** Address *(principal place of business)*: **120 Paint Rock Road** **Eden, Texas 76837**	**Bid** Project *(name and location)*: **Industrial Park Paving Improvements, Eden, Texas** Bid Due Date:
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder _____ *(Full formal name of Bidder)*	Surety _____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title:	Title:
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

EJCDC® C-430, Bid Bond (Penal Sum Form).
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   3.2. All Bids are rejected by Owner, or
   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Reece Albert Trucking LLC		
Corporate Office			
Name:	Reece Albert	Phone number:	325-716-8733
Title:	owner	Email address:	ReeceAlbertTrucking@gmail.com
Business address of corporate office:	729 Knickerbocker Rd San Angelo, TX 76903		
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation
☑ Limited Liability Company ☐ Joint Venture comprised of the following companies:	
1.	
2.	
3.	
Provide a separate Qualification Statement for each Joint Venturer.	
Date Business was formed: 2013	State in which Business was formed: TX
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Reece Albert	Title:	owner
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ Unlimited
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☑ None		

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Eagle Safety.	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
N/A		

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Herald Shelbourn CPA	
Business address:	3177 Executive Dr San Angelo, TX 76904	
Date of Business's most recent financial statement:		☑ Attached
Date of Business's most recent audited financial statement:		☐ Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Surety Bonds

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Surety is a corporation organized and existing under the laws of the state of:	GA
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☑ Yes ☐ No	
Mailing Address (principal place of business):	
Physical Address (principal place of business):	534 Peachtree Rd Suite B Atlanta, GA 30341
Phone (main): 415 787-0439	Phone (claims):

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Farmers Insurance	CLE, auto
Are providers licensed or authorized to issue policies in the Project location?	☑ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?	☐ Yes ☐ No
Mailing Address (principal place of business):	240 S W Ave N Savannah, TX, 76904
Physical Address (principal place of business):	
Phone (main): (325) 617-4845	Phone (claims):

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	4
Estimate of revenue for the current year:	1.5 mill
Estimate of revenue for the previous year:	250,000

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:	10 years		
As a general contractor:	✓	As a joint venturer:	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No			
Been released from a bid in the past 5 years? ☐ Yes ☑ No			
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No			
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

This Statement of Qualifications is offered by:

Business: Reece Albert Trucking LLC.
(typed or printed name of organization)

By: [signature]
(individual's signature)

Name: Reece Albert
(typed or printed)

Title: Owner
(typed or printed)

Date: 11-29-2022
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:
789 Knickerbocker Rd
San Angelo, TX 76903

Designated Representative:

Name: Reece Albert
(typed or printed)

Title: Owner
(typed or printed)

Address:
789 Knickerbocker Rd
San Angelo, TX 76903

Phone: 325 716-8737

Email: ReeceAlbertTrucking@gmail.com

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

CONTRACT DOCUMENTS

NOTICE OF AWARD

Date of Issuance:			
Owner:	City of Eden	Owner's Project No.:	
Engineer:	Enprotec / Hibbs & Todd, Inc.	Engineer's Project No.:	7885-6
Project:	Industrial Park Paving Improvements		
Contract Name:	Industrial Park Paving Improvements		
Bidder:			
Bidder's Address:			

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Construction of "all-weather" roadway; including subgrade preparation, grading, drainage structures, and installation of all-weather surface material.

The Contract Price of the awarded Contract is $_____. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. . Sign the Contract that is sent to you through DocuSign.
2. Deliver through DocuSign with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **CITY OF EDEN**

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Copy: Engineer

EJCDC® C-510, Notice of Award.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Eden** ("Owner") and _____ ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Industrial Park Paving Improvements**

ARTICLE 2—THE PROJECT

2.01 **THE PROJECT, OF WHICH THE WORK UNDER THE CONTRACT DOCUMENTS IS A PART, IS GENERALLY DESCRIBED AS FOLLOWS:** Construction of "all-weather" roadway; including subgrade preparation, grading, drainage structures, and installation of all-weather surface material.

ARTICLE 3—ENGINEER

3.01 The Owner has retained Enprotec / Hibbs & Todd, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by the Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Contract Times: Days*

A. The Work will be substantially complete within **60 days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **90 days** after the date when the Contract Times commence to run.

4.02 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1. *Substantial Completion:* Contractor shall pay Owner $500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. Liquidated damages for failing to timely attain Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract: **$**_____

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 5th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. 95 percent of the value of the Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to

**EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.**

Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. No interest will be paid on retainage.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
   a. Performance bond (together with power of attorney).
   b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (not attached but incorporated by reference) consisting of **5** sheets with each sheet bearing the following general title: **Industrial Park Paving Improvements**
7. Addenda (numbers 0 to __, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
   a. N/A

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
    e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

CITY OF EDEN
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

Contractor:

_____
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

NOTICE TO PROCEED

Owner:	City of Eden	Owner's Project No.:	
Engineer:	Enprotec/Hibbs & Todd, Inc.	Engineer's Project No.:	7885-6
Contractor:		Contractor's Project No.:	
Project:	Industrial Park Paving Improvements		
Contract Name:	Industrial Park Paving Improvements		
Effective Date of Contract:			

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____ pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion within _____ days from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of _____; and the number of days to achieve readiness for final payment within ____ days from the commencement date of the Contract Times, resulting in a date for readiness for final payment of _____.

Before starting any Work at the Site, Contractor must comply with the following: None

Owner: **City of Eden**

By *(signature)*: _____

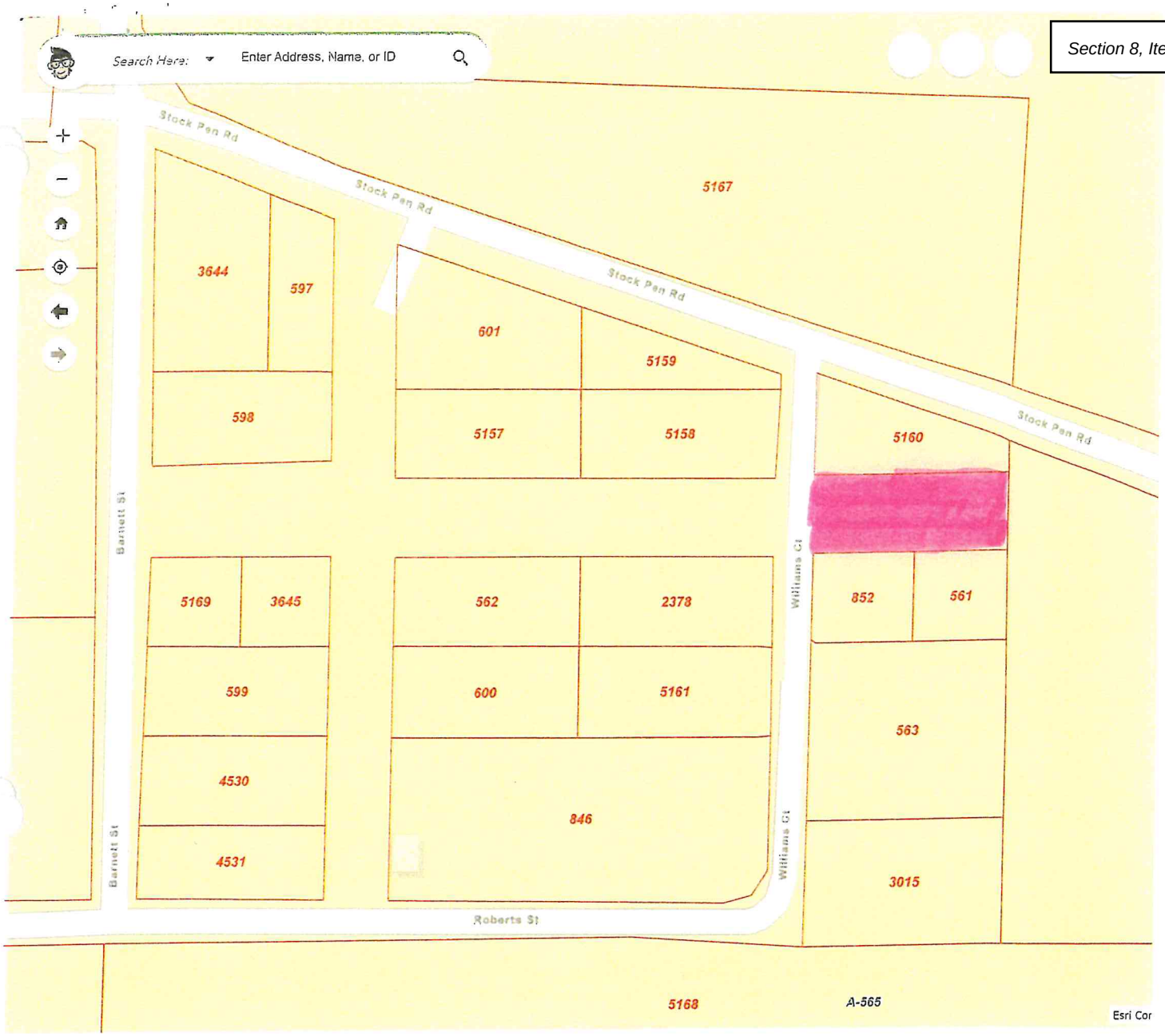
Name *(printed)*: _____

Title: _____

Date Issued: _____

Copy: Engineer

EJCDC® C-550, Notice to Proceed.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.


Search Here:
Enter Address, Name, or ID
Stock Pen Rd
Stock Pen Rd
Stock Pen Rd
Stock Pen Rd
5167
3644
597
598
601
5159
5157
5158
5160
Barnett St
Barnett St
5169
3645
599
4530
4531
562
2378
600
5161
846
Williams Ct
Williams Ct
852
561
563
3015
Roberts St
5168
A-565
Esri Cor

0 50 100ft

February 7, 2022

To Whom it may concern;

We are requesting an abandonment of an undeveloped portion of a platted 60 X 146 ½ foot roadway along Concord Avenue between Lot 4, Block 3, and the East and West halves of Lot 1, Block 4, of Roberts Subdivision.

Thank you for your consideration.

Respectfully;

Grover Hall

Diane Ortega

ORDINANCE 2022-09

STATE OF TEXAS
COUNTY OF CONCHO

CITY OF EDEN
MARCH 8, 2022

AN ORDINANCE OF THE CITY OF EDEN, TEXAS FINDING THAT THE 60' X 146 ½' PORTION OF CONCORD AVENUE "STREET" LOCATED BETWEEN LOT 4, BLOCK 3 AND THE EAST AND WEST HALVES OF LOT 1, BLOCK 4, ROBERTS SUBDIVISION, WITHIN THE CITY OF EDEN, IS NOT NECESSARY FOR PUBLIC USE AS A THOROUGHFARE; THAT IT IS IN THE PUBLIC INTEREST TO ABANDON SAID STREET; PROVIDING FOR THE VACATION, ABANDONMENT AND CLOSURE OF THE STREET; AND RELEASING ANY AND ALL PUBLIC RIGHTS, TITLE AND INTEREST.

WHEREAS, pursuant to Chapter 311 of the Texas Transportation Code, a general-law municipality such as Eden has exclusive control of the highways, roads and streets of the municipality; and

WHEREAS, pursuant to chapter 311 of the Texas Transportation code, The City of Eden has the authority to vacate, abandon, and close streets and Streets within the City; and

WHEREAS, within the City of Eden there is a public "Street", that is described as Concord Avenue, between Lot 4, Block 3, and the East and West Halves of Lot 1, Block 4, Roberts Subdivision, (hereafter referred to as the "Street");

WHEREAS, in a sworn petition dated February 7, 2022, Grover Hall and Diane Ortega, have requested that the Street be vacated, attached hereto as *Exhibit "A"*; and

WHEREAS, the City Council has determined that the Street has not been used as a public thoroughfare, is not necessary as a public thoroughfare and has no other public use; and

WHEREAS, the City Council finds that vacating the Street would have no adverse effect on adjacent properties; and

WHEREAS, the City Council has determined that it is in the public interest of the City to vacate, abandon, and close the Street; and

NOW THEREFORE, be it ordained by the City Council of the City of Eden, County of Concho, State of Texas:

1. **Finding of Fact:** That the foregoing recitals are incorporated into the Ordinance by reference as findings of fact as if set forth herein at length.

2. **Street Closure:** The City Council hereby vacates, abandons, and closes the portion of the Street, which is more particularly described as a 60' X 146 ½' portion of Concord

Avenue, located between Lot 4, Block 3, and the East and West halves of Lot 1, Block 4, Roberts Subdivision, Eden, TX.

3. **Abandonment of Rights:** The City Council hereby abandons all rights, title and interest, if any, to the portion of the Street described in Section 2 of this Ordinance.

4. **Land Records:** The Municipal Clerk is hereby authorized and instructed to file a signed sealed copy of this Ordinance in and among the records of the City and in the land records of Concho County.

5. **Severability:** If any word, article, phrase, paragraph, sentence, clause or provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

6. **Effective Date:** This Ordinance shall take effect immediately from and after its passage.

7. **Proper Notice and Open Meeting:** It is hereby officially found and determined that two meetings at which this Ordinance was passed were open to the public as required and the public notice of the time, place and purpose of said meetings was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

READ on the 8th day of FEBRUARY, 2022, and PASSED AND APPROVED, this, the 8th day of MARCH, 2022 by a vote of

3 (ayes) to 0 (nayes) to 1 (abstentions) of the City Council of the City of Eden.

MAYOR

Agapito Torres, Mayor

Laura Beeson

Laura Beeson, City Secretary

eden
THE CROSSROADS OF TEXAS

City of Eden
P O Box 915, 120 Paint Rock Street, Eden, Texas 76837
Off: 325-869-2211 | Fax: 325-869-5075

January 11, 2023

Spirit of Eden Fund
P. O. Box 125
Eden, TX. 76837

Dear Committee:

The City of Eden would like to submit this letter of intent for a **Caterpillar Model 301.5 Hydraulic Mini Excavator (Stock #C123022 / Serial #0MNH01997 / Year 2022).**

The City of Eden would like to submit this letter of intent to purchase a Caterpillar Mini Excavator to assist the Public Works Department in water and wastewater work and line repair in smaller compact areas.

Project Description:

Caterpillar Model 301.5 Hydraulic Mini Excavator for Public Works Water/Sewer Department

Problems and Needs addressed by the project:

The City of Eden Public Works Department, which includes water, sewer, streets, and parks, provides services to the citizens of Eden and these services remain the top priority of the City of Eden. Due to our aging equipment, a lot of which is non-functional, the need to purchase new equipment remains a constant. Keeping our water and sewer lines repaired and in good working order is an ongoing need, for the safety and welfare of the citizens of Eden, as well as, to remain in compliance with TCEQ requirements and regulations. The City owns two Backhoes which are used for line installation and repairs in open areas, but we currently do not have any equipment to help with line installation and repairs in small compact areas of town. The mini excavator the Public Works Department to minimize the time it takes to install and repair lines in small compact areas, thus reducing the downtime to our customers throughout town. In some areas of town, line repairs necessitate that we cut off service to a number of customers, and reducing the amount of time these customers are without water is beneficial to all, and helps allow our streamlined staff to work on other needs more quickly, thus maximizing the City services to our citizens.

With major water line and sewer line projects, needed improvements to our Wastewater Treatment Plant, and ongoing rise in costs of materials needed for these comprising the majority of the City budget, additional equipment purchase is not available.

Total Amount of Funding required for the project:

$32,547.04

eden
THE CROSSROADS OF TEXAS

City of Eden
P O Box 915, 120 Paint Rock Street, Eden, Texas 76837
Off: 325-869-2211 | Fax: 325-869-5075

Amount of Funding Requested from Spirit of Eden Foundation:

$32547.04

Proof of Eligibility:

The City of Eden is a Local Government Entity

Tax identification number:

75-6000520

This grant request was approved at our January 10, 2023 City Council Meeting and we will send the minutes once they have been written.

As always, the City of Eden appreciates all that the Spirit of Eden Fund has done to promote and take care of this City and the surrounding area.

Sincerely,

Agapito Torres
Mayor, City of Eden

Quote 273661-01

Jan 06, 2023

CITY OF EDEN

Attention: DAVID HUTCHINS
Dear David Hutchins, Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: 301.5 Hydraulic Excavators with all standard equipment in addition to the additional specifications listed below:
STOCK NUMBER: C123022 **SERIAL NUMBER:** 0MNH01997 **YEAR:** 2022 **SMU:** 0

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,
Jamey West
Machine Sales Representative

One (1) New Caterpillar Model: 301.5 Hydraulic Excavators with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

BOOMS, STICKS, AND LINKAGES -One piece boom, 1780mm (70") -Standard stick, 960mm (37.8") -Long stick, 1160mm (45.7") -

POWERTRAIN -C1.1 engine under Tier 4 Final/ -EU Stage V -Variable displacement piston pump -Load sensing hydraulics -Automatic two speed travel -Automatic engine idle

UNDERCARRIAGE -Track, 230mm (9") -Tie downs on track frame -Blade with float -Towing eye on base frame

HYDRAULICS -Smart tech electronic pump -Accumulator -Bio oil capable -Hydraulic Lockout Lever, all controls -One & two way flow -

ELECTRICAL -12 volt battery -Software (machine & monitor) -Maintenance free battery -Warning horn -12 volt power socket -

OPERATOR ENVIRONMENT -Canopy only -Standard LCD monitor -Cat key with passcode option -ROPS, ISO 12117-2 -TOPS, ISO 12117 -Top guard, ISO 10262 (Level I) -Adjustable wrestrests -Retractable high vis seatbelt 75mm(3") -Tilt cab/canopy -Vinyl seat options

MACHINE SPECIFICATIONS

301.5 05A MHE CFG1B	617-6652
301.5 05A HYDRAULIC EXCAVATOR	519-8353
FLOORMAT, CANOPY, W/TRAVEL	515-6068
LINES, BOOM, WITHOUT BLCV	519-8306
LINES, STICK, WITHOUT SLCV	519-8308
LINES, BUCKET, LONG STICK	519-8332
LINES, 1ST AUX, LONG STICK	519-8333
SEAT, NON SUSPENSION, VINYL	519-9267
TRAVEL LEVERS AND PEDALS	519-9283
CANOPY, WITH ROPS	519-9354
ALARM, TRAVEL	521-9521
ACCUMULATOR	522-3705
TRACK, 9", RUBBER BELT	523-5528
UNDERCARRIAGE, EXPANDABLE	523-5535
DRAIN, ECOLOGY	524-0994
BOOM LIGHT, LED	525-4427
BOOM LIGHT, BRACKET AND GUARD	525-4443
BATTERY DISCONNECT, CANOPY	525-4461
CAT KEY, WITH PASS CODE OPTION	525-4465
FILMS, ANSI	528-6405
LINKAGE, BUCKET, W/LIFTING EYE	534-8405
CONTROL, 1ST AUX, JOYSTICK	541-0250
ENGINE, EPA T4	541-3377
FILM, ROPS, ISO	541-4783
FILM, PRODUCT LINK, ANSI	541-4787
2 WAY CONTROL	542-1495
FILM, INC. CANADA	542-1504
SOFTWARE, PROPORTIONAL CONTROL	557-1709
SOFTWARE, STICK STEER CONTROL	557-1710
SOFTWARE, CODED START	557-1713
STICK, LONG, W/THUMB BRACKET	558-1345
SEAT BELT, 3" RETRACTABLE	559-7209
PRODUCT LINK, CELLULAR PL243	576-1568
SHIPPING/STORAGE PROTECTION	0P-2266
PACKING, LAST MILE PROGRAM	0P-4299
INSTRUCTIONS, ENGLISH	0P-3380
LANE 3 ORDER	0P-9003
BUCKET-DG, 9", 0.65 FT3, 1T	147-1014

SELL PRICE	$32,547.04
CSA	Included
NET BALANCE DUE	**$32,547.04**
AFTER TAX BALANCE	**$32,547.04**

WARRANTY

Standard Warranty:	Standard 24 Month 2000 Hour Full Machine Coverage
CSA	1 YR / 500 HR PM KIT W/ CONNECTIVITY

F.O.B/TERMS:
San Angelo

PAYMENT TERMS

Cash Invoice Terms

CASH WITH ORDER	QUOTE SELL PRICE
$0.00	$32,547.04

Accepted by _____ on _____

Signature

eden
THE CROSSROADS OF TEXAS

City of Eden
P O Box 915, 120 Paint Rock Street, Eden, Texas 76837
Off: 325-869-2211 | Fax: 325-869-5075

January 11, 2023

Spirit of Eden Fund
P. O. Box 125
Eden, TX. 76837

Dear Committee:

The City of Eden would like to submit this letter of intent to assist with Golf Course Club House Lease in the amount of **$15,000 ($5000/year for 3 years).**

The City of Eden would like to submit this letter of intent to continue the Concho Springs Golf Course Club House Lease for a period of 3 Years at $939.47/month for a total 3-year cost of $33,820.92.

Project Description:

Grant assistance to help with the costs of the Concho Springs Golf Course Club House Lease 3-year renewal

Problems and Needs addressed by the project:

The City of Eden would like to request grant assistance to help with the costs of the Golf Course Club House Lease payments of $939.47 per month for a yearly cost to the City of $11,273.64 plus the cost of property taxes of approximately $1500 per year. As you know water and wastewater system improvements have been a top priority for the City of Eden. The current USDA water and wastewater improvement project provided over $4,000,000 in grant funding; however, this project also included a $2,768,000 Bond. The repayment of this bond resulted in payments of over $90,000 per year for a period of 40 years. The City has cut expenditures in a number of areas, to include staffing, to insure that these bond payments can be paid. Due to these budgetary constraints, the City is unable to continue to absorb the costs to run the Golf Course in the same manner as before. Due to this, the City is requesting assistance with these costs. The Golf Course is a City amenity which allows the enjoyment of recreational activities for all citizens of the City of Eden.

Total Amount of Funding required for the project:

$15,000 ($5,000/year for 3 years)

Amount of Funding Requested from Spirit of Eden Foundation:

$15,000

Proof of Eligibility:

eden
THE CROSSROADS OF TEXAS

City of Eden
P O Box 915, 120 Paint Rock Street, Eden, Texas 76837
Off: 325-869-2211 | Fax: 325-869-5075

The City of Eden is a Local Government Entity

Tax identification number:

75-6000520

This grant request was approved at our January 10, 2023 City Council Meeting and we will send the minutes once they have been written.

As always, the City of Eden appreciates all that the Spirit of Eden Fund has done to promote and take care of this City and the surrounding area.

Sincerely,

Agapito Torres
Mayor, City of Eden

eden
THE CROSSROADS OF TEXAS

City of Eden
P O Box 915, 120 Paint Rock Street, Eden, Texas 76837
Off: 325-869-2211 | Fax: 325-869-5075

January 11, 2023

Spirit of Eden Fund
P. O. Box 125
Eden, TX. 76837

Dear Committee:

The City of Eden would like to submit this letter of intent to assist with Golf Course Greens Resodding in the amount of **$20,000 (with $5000 to be used from a 2020 Golf Course Reseeding Project for a total project cost of $25,000).**

The City of Eden would like to submit this letter of intent to resod the Concho Springs Golf Course Greens for a total project cost of $25,000.

Project Description:

Grant assistance to help with the costs to resod the greens at the Concho Springs Golf Course.

Problems and Needs addressed by the project:

The City of Eden would like to request grant assistance in the amount of $20,000 to help with the costs to resod the greens at the Concho Springs Golf Course for a total cost of $25,000. As you know water and wastewater system improvements have been a top priority for the City of Eden. The current USDA water and wastewater improvement project provided over $4,000,000 in grant funding; however, this project also included a $2,768,000 Bond. The repayment of this bond resulted in payments of over $90,000 per year for a period of 40 years. The City has cut expenditures in a number of areas, to include staffing, to insure that these bond payments can be paid. Due to these budgetary constraints, the City is unable to continue to absorb the costs to run the Golf Course in the same manner as before. Due to this, the City is requesting assistance with these costs. The Concho Springs Golf Course is a City amenity which allows the enjoyment of recreational activities for all citizens of the City of Eden.

Total Amount of Funding required for the project:

$20,000

Amount of Funding Requested from Spirit of Eden Foundation:

$20,000

Proof of Eligibility:

The City of Eden is a Local Government Entity

eden
THE CROSSROADS OF TEXAS

City of Eden
P O Box 915, 120 Paint Rock Street, Eden, Texas 76837
Off: 325-869-2211 | Fax: 325-869-5075

Tax identification number:

75-6000520

This grant request was approved at our January 10, 2023 City Council Meeting and we will send the minutes once they have been written.

As always, the City of Eden appreciates all that the Spirit of Eden Fund has done to promote and take care of this City and the surrounding area.

Sincerely,

Agapito Torres
Mayor, City of Eden

FUND	ACCOUNT	DESCRIPTION	ORIGINAL BUDGET	ADJ 11/10/22	ADJ 1/10/23	ADJ	ADJ	ADJ	NEW BUDGET
1	452-6201	PROPERTY TAXES-CURRENT	-350,000.00		-10,000.00				-360,000.00
1	452-6202	PROPERTY TAXES-DELINQUENT	-12,000.00	-4,000.00	-2,000.00				-18,000.00
1	452-6203	PROPERTY TAXES-P & I	-8,000.00	-5,000.00					-13,000.00
1	452-6401	CITY SALES TAX	-140,000.00		-6,000.00				-146,000.00
1	452-6602	FRANCHISE TAX-GAS (YEARLY)	-4,400.00						-4,400.00
1	452-6603	FRANCHISE TAX-ELECTRIC (MONTHLY)	-19,000.00		-3,000.00				-22,000.00
1	452-6604	FRANCHISE TAX-TELEPHONE (QUARTERLY)	-12,500.00						-12,500.00
1	452-6802	MOTEL OCCUPANCY TAX	-8,400.00	-2,000.00	-2,000.00				-12,400.00
1	453-7201	MUNICIPAL COURT FINES	-2,000.00						-2,000.00
1	453-7301	TRANSFER SITE FEES	0.00						0.00
1	453-7401	ANIMAL CONTROL FEES/FINES	-18,000.00		-1,500.00				-19,500.00
1	453-7402	LATE FEES GENERAL FUND	-4,000.00						-4,000.00
1	453-7601	PET LICENSE	-600.00						-600.00
1	453-7602	BEER LICENSE	-250.00						-250.00
1	453-7603	PERMIT FEES	-100.00						-100.00
1	453-7900	IGA EDEN DETENTION CENTER	-265,000.00						-265,000.00
1	454-5202	COPIES/FAXES	-50.00	-100.00					-150.00
1	454-5501	MISCELLANEOUS RECEIPTS	0.00						0.00
1	454-5601	INDUSTRIAL PARK RENT	-6,000.00						-6,000.00
1	454-5602	FIRE STATION RENTALS	0.00						0.00
1	454-5603	MULTI-PURPOSE CENTER RENTAL	-1,500.00						-1,500.00
1	454-5604	BURNES CIVIC CENTER RENTAL	-3,500.00	-1,000.00					-4,500.00
1	454-5605	BUSINESS INCUBATOR RENT	-1,200.00						-1,200.00
1	454-5801	INTEREST EARNED	-250.00		-65.00				-315.00
1	454-8804	GRANTS	0.00						0.00
1	454-8806	SOE GRANT FUNDS	-10,000.00						-10,000.00
1	455-9201	SWIMMING POOL INCOME	-2,000.00						-2,000.00
1	456-5801	CEMETERY INTEREST INCOME	-120.00						-120.00
1	456-6001	CEMETERY INCOME	-1,000.00						-1,000.00
1	499-2001	TRANSFER IN	0.00						0.00
		SOE GRANT FROM PRIOR YEAR (Beautification)	-34,000.00						-34,000.00

FUND	ACCOUNT	DESCRIPTION	ORIGINAL BUDGET	ADJ 11/10/22	ADJ 1/10/23	ADJ	ADJ	ADJ	NEW BUDGET	
1	511-1401	MAYOR SALARY	9,600.00						9,600.00	
1	511-1501	CITY ADMINISTRATION SAL	64,890.00						64,890.00	
1	511-2501	SOCIAL SECURITY BENEFITS	5,700.00		200.00				5,900.00	
1	511-2601	RETIREMENT BENEFITS	3,800.00		400.00				4,200.00	
1	511-2701	HEALTH INSURANCE BENEFITS	0.00						0.00	
1	511-4001	ELECTION EXPENSE	3,500.00						3,500.00	
1	511-4010	CITY COUNCIL EXPENSE	1,000.00						1,000.00	
1	511-4011	CITY ADMINISTRATOR EXPENSE	1,000.00						1,000.00	
1	511-4201	CITY HALL EXPENSE	25,000.00						25,000.00	
1	511-4501	OFFICE EXPENSE	40,000.00						40,000.00	
1	511-5101	WORKERS COMPENSATION	9,500.00	-760.00	860.00				9,600.00	
1	511-5102	PROPERTY & LIABILITY	7,000.00						7,000.00	
1	511-5501	MISCELLANEOUS EXPENSE	4,500.00	-4,000.00					500.00	
1	511-5502	BANK FEES / FILING FEES	0.00	800.00					800.00	
1	511-6101	PROFESSIONAL FEES - LEGAL	10,000.00	10,000.00					20,000.00	Legal
1	511-6102	PROFESSIONAL FEES - AUDITING	16,500.00	17,000.00	10,500.00				44,000.00	Additional Audit/Forensic Audit Carryover
1	511-6103	PROFESSIONAL FEES - ENGINEER	12,000.00						12,000.00	
1	511-6201	TAX EXPENSE COLLECTIONS	10,000.00						10,000.00	
1	511-8101	MAYOR EXPENSE	2,000.00						2,000.00	
1	513-3101	STREET EXPENSE	20,000.00	10,000.00	2,000.00				32,000.00	School Signs / Stop Signs
1	513-3201	DUMPTRUCK EXPENSE	2,500.00		1,000.00				3,500.00	
1	514-2001	CODE E SALARIES	0.00						0.00	
1	514-2101	COURT SALARIES	14,400.00						14,400.00	
1	514-2201	ANIMAL CONTROL SALARY	9,000.00						9,000.00	
1	514-2501	SOCIAL SECURITY BENEFITS	2,000.00						2,000.00	
1	514-2601	RETIREMENT BENEFITS	1,000.00						1,000.00	
1	514-4001	CODE E EXPENSE	0.00						0.00	
1	514-4002	CODE E FUEL EXPENSE	0.00						0.00	
1	514-4101	COUNTY IGA	25,000.00						25,000.00	
1	514-4201	COURT EXPENSE	2,500.00		1,000.00				3,500.00	
1	514-6101	ANIMAL CONTROL EXPENSE	5,000.00		-1,000.00				4,000.00	

FUND	ACCOUNT	DESCRIPTION	ORIGINAL BUDGET	ADJ 11/10/22	ADJ 1/10/23	ADJ	ADJ	ADJ	NEW BUDGET	
1	514-7202	FIRE STATION UTILITIES	10,000.00	5,000.00					15,000.00	Air Conditioner Repair
1	515-3501	CVCOG BUS DRIVER EXPENSE	10,600.00						10,600.00	
1	515-4501	LIBRARY	11,000.00						11,000.00	
1	515-5501	MULTI-PURPOSE CENTER EXPENSE	4,800.00	6,000.00	2,000.00				12,800.00	Air Conditioner Replacement, Warming Table Replacement
1	515-5504	ROY BURNES CIVIC CENTER EXP	2,700.00						2,700.00	
1	515-5506	BUSINESS INCUBATOR EXPENSES	0.00	3,000.00	2,000.00				5,000.00	Utilities
1	515-5507	VFW GRANT	0.00	1,200.00					1,200.00	Water/Sewer/Trash Grant
1	516-1801	PARK SALARIES	30,000.00						30,000.00	
1	516-1901	SWIMMING POOL SALARIES	15,360.00						15,360.00	
1	516-2501	SOCIAL SECURITY BENEFITS	3,150.00						3,150.00	
1	516-2601	RETIREMENT BENEFITS	1,200.00		700.00				1,900.00	
1	516-2701	HEALTH INSURANCE BENEFITS	9,080.00						9,080.00	
1	516-4401	CEMETERY EXPENSE & IMPROVEMENT	2,500.00						2,500.00	
1	516-5001	PARK ELECTRICITY	4,000.00						4,000.00	
1	516-5005	PARK REPAIRS AND MAINTENANCE	5,000.00						5,000.00	
1	516-5010	PARK FUEL EXPENSE	2,500.00						2,500.00	
1	516-5301	STREET LIGHT ELECTRICITY	10,000.00						10,000.00	
1	516-6401	CEMETERY MOWING CONTRACT	26,400.00						26,400.00	
1	516-6201	FLAG EXPENSE	2,000.00		500.00				2,500.00	
1	516-7101	SWIMMING POOL EXPENSE	15,000.00						15,000.00	
1	516-8301	BEAUTIFICATION PROGRAM	38,000.00						38,000.00	
1	517-1101	MUSEUM EXPENSES	3,000.00						3,000.00	
1	517-1103	EVENT ADVERTISING	2,500.00		-1,000.00				1,500.00	
1	517-1105	CULTURAL ARTS CENTER	1,500.00						1,500.00	
1	519-2199	ECON DEV PLAN EXPENSE	0.00						0.00	
1	519-2202	DUES, SUBS & EDUCATION	0.00						0.00	
1	519-2209	HOST & WEBSITE FEES	10,940.00		-5,000.00				5,940.00	
1	519-2211	ECON DEV MATCHING GRANT EXP	0.00						0.00	

FUND	ACCOUNT	DESCRIPTION	ORIGINAL BUDGET	ADJ 11/10/22	ADJ 1/10/23	ADJ	ADJ	ADJ	NEW BUDGET	
2	451-1101	WATER SALES-METERED	-600,000.00	-18,520.00	-55,000.00				-673,520.00	
2	451-1102	WATER SALES-UNMETERED	-7,000.00	-15,000.00	-3,000.00				-25,000.00	
2	451-1120	INFRASTRUCTURE MAINT FEE	0.00						0.00	
2	451-4401	WATER TAPPING FEES	-700.00	-1,000.00					-1,700.00	
2	451-4403	WATER CONNECTION FEES	-9,000.00						-9,000.00	
2	451-4507	AP ARPA GENERTOR GRANT	-160,317.52	-320.00					-160,637.52	
		AP ARPA GENERATOR GRANT - CARRYOVER	-106,713.76						-106,713.76	
2	452-1101	SEWER OP EXP REIMB CCA	-125,000.00	-20,000.00	43,005.00				-101,995.00	Core Civic Sewer Adj
2	452-2201	SEWER SERVICE	-155,000.00	-5,000.00	-40,000.00				-200,000.00	Core Civic Sewer Adj
2	452-4402	SEWER TAPPING FEES	-2,000.00						-2,000.00	
2	453-3301	GARBAGE SERVICE	-260,000.00		-8,000.00				-268,000.00	
2	453-7402	LATE FEES WATER/SEWER	-10,000.00						-10,000.00	
2	454-4404	ENVIRONMENTAL FEES	0.00						0.00	
2	454-5501	MISCELLANEOUS RECEIPTS	0.00		-400.00				-400.00	
2	454-5801	INTEREST EARNED	-1,100.00						-1,100.00	

FUND	ACCOUNT	DESCRIPTION	ORIGINAL BUDGET	ADJ 11/10/22	ADJ 1/10/23	ADJ	ADJ	ADJ	NEW BUDGET	
2	501-1101	CLERICAL	90,600.00						90,600.00	
2	501-1201	WATER PERSONNEL	184,000.00						184,000.00	
2	501-2501	SOCIAL SECURITY BENEFITS	21,000.00						21,000.00	
2	501-2601	RETIREMENT BENEFITS	9,800.00		5,000.00				14,800.00	
2	501-2701	HEALTH INSURANCE BENEFITS	72,700.00						72,700.00	
2	501-2801	UNEMPLOYMENT TAX	1,700.00						1,700.00	
2	502-3101	WATER OPERATIONS EXPENSE	200,000.00		50,000.00				250,000.00	Water Plant Repair
2	502-3102	ELECTRIC PUMPS EXPENSE	70,000.00						70,000.00	
2	502-3103	ELLIS WELL EXPENSE	0.00						0.00	
2	502-3104	WRT CONTRACT	98,000.00						98,000.00	
2	502-3501	POSTAGE/OFFICE EXPENSE	5,000.00		3,000.00				8,000.00	
2	502-3502	TELEPHONE EXPENSE	8,500.00						8,500.00	
2	502-3503	UNIFORM EXPENSE	9,000.00						9,000.00	
2	502-4001	BACKHOE /AIR COMP/SKID STEER	10,000.00	-2,000.00					8,000.00	
2	502-4201	PICKUP OPERATING EXPENSE	8,000.00		2,000.00				10,000.00	
2	502-4202	PICKUP FUEL EXPENSE	12,000.00		2,000.00				14,000.00	
2	502-4205	EQUIPMENT PMT (EQUIP RESERVE)	0.00						0.00	
2	502-6103	PROFESSIONAL FEES- ENGINEER	5,000.00		2,000.00				7,000.00	
2	502-6104	PROFESSIONAL FEES- ENG USDA PROJECT	0.00						0.00	
2	503-1201	SEWER PERSONNEL	45,400.00						45,400.00	
2	503-2501	SOCIAL SECURITY BENEFITS	3,500.00						3,500.00	
2	503-2601	RETIREMENT BENEFITS	1,700.00		1,000.00				2,700.00	
2	503-2701	HEALTH INSURANCE BENEFITS	9,080.00						9,080.00	
2	503-2801	UNEMPLOYMENT TAX	0.00						0.00	
2	503-3201	SEWER OPERATIONS EXPENSE	100,000.00		50,000.00				150,000.00	Sewer Plant Repairs
2	503-3203	ELECTRIC PUMPS EXPENSE	28,000.00						28,000.00	
2	503-3204	POSTAGE/OFFICE EXPENSE	0.00						0.00	
2	503-3205	TELEPHONE EXPENSE	1,800.00		-400.00				1,400.00	
2	503-3206	UNIFORM EXPENSE	2,000.00		-500.00				1,500.00	
2	503-3207	PUMPHOUSE SHOP EXPENSE	0.00						0.00	
2	503-3208	PICKUP OPERATING EXPENSE	2,500.00						2,500.00	
2	503-3209	PICKUP FUEL EXPENSE	4,000.00		-1,000.00				3,000.00	
2	503-3210	WORKERS COMPENSATION EXP	1,800.00		-800.00				1,000.00	
2	503-3211	SLUDGE HAULING FUEL/EXPENSE	3,000.00	3,000.00					6,000.00	Sludge Hauling
2	503-3212	SEWER PROP/LIAB EXP	21,000.00						21,000.00	
2	504-6101	SANITATION CONTRACTOR	240,000.00						240,000.00	
2	505-5101	WORKERS COMPENSATION EXP	4,500.00	-500.00					4,000.00	
2	505-5102	PROP & LIABILITY EXPENSE	25,000.00						25,000.00	
2	512-5501	MISCELLANEOUS EXPENSE	0.00						0.00	
2	589-9502	MAINTENANCE RESERVES USDA	0.00						0.00	
2	111-1207	TWDB BOND PAYMENT	50,000.00						50,000.00	
2	589-9301	CAPITAL OUTLAY	0.00						0.00	
2	589-9503	USDA BOND PAYMENT	90,000.00	-15,000.00	1,000.00				76,000.00	Overpaid last year
2	589-9504	ARPA GENERATOR GRANT	285,723.00						285,723.00	
2	599-9904	PERMANENT TRANSFER TO GOLF		19,100.00					19,100.00	Remainder from last year
18	454-5801	INTEREST EARNED	0.00						0.00	
18	454-8806	SOE GRANT FUND RECEIVED	0.00		-20,000.00				-20,000.00	SOE Greens Resodding Grant
18	499-9999	PERMANENT TRANSFER IN	0.00		-19,100.00				-19,100.00	Remainder from last year
18	518-2001	CLUB HOUSE RENT	11,000.00		1,000.00				12,000.00	Monthly Lease Increase
18	518-2002	CLUB HOUSE TAXES	3,000.00		-1,400.00				1,600.00	
18	518-2005	GOLF COURSE SALARIES	0.00						0.00	
18	518-2006	GOLF COURSE MGMT FEE	0.00						0.00	
18	518-2501	SOCIAL SECURITY BENEFITS	0.00						0.00	
18	518-2601	RETIREMENT EXPENSES	0.00						0.00	
18	518-3103	SUPPLIES-FUEL & LUBRICANTS	0.00		400.00				400.00	
18	518-4101	REPAIRS & MAINT - GENERAL	0.00	2,000.00					2,000.00	
18	518-4103	REPAIRS- IRRIGATION/PUMP	0.00	14,600.00					14,600.00	
18	518-5101	UTILITIES-ELEC,GAS,TELE	0.00	2,500.00	-400.00				2,100.00	
18	518-6103	OPERATIONS - ADVERTISING	0.00						0.00	
18	518-9000	SOE GRANT GOLF COURSE	0.00						0.00	
18	518-9301	CAPITAL OUTLAY	0.00						0.00	
		NOTE PMT PRINCIPAL	0.00						0.00	
18	589-8101	INTEREST PAID	0.00						0.00	
		NET TOTAL	**-73,778.28**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**-73,778.28**	

FUND	ACCOUNT	DESCRIPTION	ORIGINAL BUDGET	ADJ 11/10/22	ADJ 1/10/23	ADJ	ADJ	ADJ	NEW BUDGET

	ORIGINAL BUDGET	ADJ	ADJ	ADJ	ADJ	ADJ	ADJ BUDGET TOTAL
GENERAL REVENUE	-903,870.00	-12,100.00	-24,565.00	0.00	0.00	0.00	-940,535.00
GENERAL EXPENSE	528,620.00	48,240.00	14,160.00	0.00	0.00	0.00	591,020.00
WATER REVENUE	-1,436,831.28	-59,840.00	-63,395.00	0.00	0.00	0.00	-1,560,066.28
WATER EXPENSE	1,724,303.00	4,600.00	113,300.00	0.00	0.00	0.00	1,842,203.00
GOLF REVENUE	0.00	0.00	-39,100.00	0.00	0.00	0.00	-39,100.00
GOLF EXPENSE	14,000.00	19,100.00	-400.00	0.00	0.00	0.00	32,700.00
NET TOTALS	**-73,778.28**	0.00	0.00	0.00	0.00	0.00	-73,778.28
REVENUE							
GENERAL	-903,870.00	-12,100.00	-24,565.00	0.00	0.00	0.00	-940,535.00
WATER	-1,436,831.28	-59,840.00	-63,395.00	0.00	0.00	0.00	-1,560,066.28
GOLF	0.00	0.00	-39,100.00	0.00	0.00	0.00	-39,100.00
	-2,340,701.28	-71,940.00	-127,060.00	0.00	0.00	0.00	-2,539,701.28
EXPENSE							
GENERAL	528,620.00	48,240.00	14,160.00	0.00	0.00	0.00	591,020.00
WATER	1,724,303.00	4,600.00	113,300.00	0.00	0.00	0.00	1,842,203.00
GOLF	14,000.00	19,100.00	-400.00	0.00	0.00	0.00	32,700.00
	2,266,923.00	71,940.00	127,060.00	0.00	0.00	0.00	2,465,923.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	AFLAC	EMPLOYEE DEDUCTION INSURAN	31.33
			EMPLOYEE DEDUCTION INSURAN	29.80
			EMPLOYEE DEDUCTION INSURAN	32.46
			EMPLOYEE DEDUCTION INSURAN	30.85
			AFLAC HOSP	1.34
			AFLAC HOSP	1.08
		THE EDEN STATE BANK	FEDERAL WH TAX DEPOSIT	362.92
			FEDERAL WH TAX DEPOSIT	352.39
			FEDERAL FICA TAX DEPOSIT	257.26
			FEDERAL FICA TAX DEPOSIT	251.37
			FEDERAL MEDICARE TAX DEPOS	60.16
			FEDERAL MEDICARE TAX DEPOS	58.78
		PRE-PAID LEGAL SERVICES, INC.	EMPLOYEE INSURANCE	1.80
		TEXAS MUNICIPAL RET. SYS.	TMRS RETIREMENT	211.14
			TMRS RETIREMENT	206.14
			TOTAL:	1,888.82
ADMINISTRATION	GENERAL FUND	QUILL CORPORATION	QUILL CORPORATION	317.22
			QUILL CORPORATION	226.91
		AGRI-PLEX HEAT & A/C INC.	AGRI-PLEX HEAT & A/C INC.	1,075.00
		ASCAP	ASCAP	425.46
		CAVALLO ENERGY TEXAS LLC	CAVALLO ENERGY TEXAS LLC	205.77
		CIVICPLUS LLC	CIVICPLUS LLC	238.30
		CTWP	CTWP	520.30
			CTWP	600.01
		THE EDEN STATE BANK	FEDERAL FICA TAX DEPOSIT	150.23
			FEDERAL FICA TAX DEPOSIT	161.87
			FEDERAL MEDICARE TAX DEPOS	35.13
			FEDERAL MEDICARE TAX DEPOS	37.85
		FRONTIER COMMUNICATIONS	FRONTIER COMMUNICATIONS	159.97
		TYLER TECHNOLOGIES	TYLER TECHNOLOGIES	375.00
		JEFF VOGELPOHL	JEFF VOGELPOHL	150.00
		LAURA BEESON	LAURA BEESON	70.00
		LOWE'S CREDIT SERVICES, INC.	LOWE'S CREDIT SERVICES, IN	58.87
		EDEN ECHO	EDEN ECHO	49.00
		TEXAS MUNICIPAL LEAGUE	TEXAS MUNICIPAL LEAGUE	849.00
		TML MULTISTATE INTERGOVERNMENTAL	TML MULTISTATE INTERGOVERN	0.70
		TEXAS MUNICIPAL RET. SYS.	TMRS RETIREMENT	94.50
			TMRS RETIREMENT	102.30
			TOTAL:	5,903.39
STREET DEPARTMENT	GENERAL FUND	CONCHO POWER EQUIPMENT	CONCHO POWER EQUIPMENT	140.00
		EHT ENPROTEC/HIBBS & TODD, INC	EHT ENPROTEC/HIBBS & TODD,	900.00
			EHT ENPROTEC/HIBBS & TODD,	900.00
		EDEN SHORT STOP	EDEN SHORT STOP	463.50
		EDEN ECHO	EDEN ECHO	300.00
		VULCAN CONSTRUCTION MATERIALS, LLC	VULCAN CONSTRUCTION MATERI	2,714.66
			TOTAL:	5,418.16
PUBLIC SAFETY	GENERAL FUND	SCOTT SPOONTS	SCOTT SPOONTS	370.00
		BARBARA WATKINS	BARBARA WATKINS	370.00
		CAVALLO ENERGY TEXAS LLC	CAVALLO ENERGY TEXAS LLC	136.77
			CAVALLO ENERGY TEXAS LLC	51.98
		CONCHO COUNTY	CONCHO COUNTY	6,250.00
		THE EDEN STATE BANK	FEDERAL FICA TAX DEPOSIT	38.53
			FEDERAL FICA TAX DEPOSIT	21.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FEDERAL MEDICARE TAX DEPOS	9.01
			FEDERAL MEDICARE TAX DEPOS	4.91
		LINEBARGER GOGGAN BLAIR & SAMPSON, LLP	LINEBARGER GOGGAN BLAIR &	42.87
		LISA EVANS	LISA EVANS	370.00
		MENARD ANIMAL CLINIC, INC	MENARD ANIMAL CLINIC, INC	20.00
		TEXAS MUNICIPAL RET. SYS.	TMRS RETIREMENT	25.20
			TMRS RETIREMENT	13.50
			TOTAL:	7,723.77
SOCIAL SERVICES	GENERAL FUND	A-TEX RESTAURANT SUPPLY	A-TEX RESTAURANT SUPPLY	293.25
			A-TEX RESTAURANT SUPPLY	309.50
		CAVALLO ENERGY TEXAS LLC	CAVALLO ENERGY TEXAS LLC	156.90
			CAVALLO ENERGY TEXAS LLC	73.04
			CAVALLO ENERGY TEXAS LLC	6.04
		FRONTIER COMMUNICATIONS	FRONTIER COMMUNICATIONS	191.97
			TOTAL:	1,030.70
PARKS AND RECREATION	GENERAL FUND	HIGGINBOTHAM BROTHERS	HIGGINBOTHAM BROTHERS	7.99
		FLEET SERVICES	FLEET SERVICES	96.75
		BRENT FRAZIER	BRENT FRAZIER	1,000.00
		CAVALLO ENERGY TEXAS LLC	CAVALLO ENERGY TEXAS LLC	263.49
			CAVALLO ENERGY TEXAS LLC	971.78
			CAVALLO ENERGY TEXAS LLC	8.77
		CHAD MILLER	CHAD MILLER	1,000.00
		THE EDEN STATE BANK	FEDERAL FICA TAX DEPOSIT	68.50
			FEDERAL FICA TAX DEPOSIT	68.50
			FEDERAL MEDICARE TAX DEPOS	16.02
			FEDERAL MEDICARE TAX DEPOS	16.02
		EDEN SHORT STOP	EDEN SHORT STOP	72.77
		FRONTIER COMMUNICATIONS	FRONTIER COMMUNICATIONS	46.92
		LOWE'S CREDIT SERVICES, INC.	LOWE'S CREDIT SERVICES, IN	39.81
		TML MULTISTATE INTERGOVERNMENTAL	TML MULTISTATE INTERGOVERN	756.66
		TEXAS MUNICIPAL RET. SYS.	TMRS RETIREMENT	44.99
			TMRS RETIREMENT	44.99
			TOTAL:	4,523.96
H.O.T. TAX EXPENSES	GENERAL FUND	CAVALLO ENERGY TEXAS LLC	CAVALLO ENERGY TEXAS LLC	22.52
		FRONTIER COMMUNICATIONS	FRONTIER COMMUNICATIONS	46.92
			TOTAL:	69.44
TAXES	GENERAL FUND	EDEN ECONOMIC DEVELOP CO	EDEN ECONOMIC DEVELOP CO	5,428.41
			TOTAL:	5,428.41
NON-DEPARTMENTAL	WATERWORKS & SEWER	AFLAC	EMPLOYEE DEDUCTION INSURAN	61.32
			EMPLOYEE DEDUCTION INSURAN	62.85
			EMPLOYEE DEDUCTION INSURAN	114.91
			EMPLOYEE DEDUCTION INSURAN	116.52
			AFLAC HOSP	16.12
			AFLAC HOSP	16.38
		CITY OF EDEN-TWDB REVENUE BOND	CITY OF EDEN-TWDB REVENUE	4,167.00
		THE EDEN STATE BANK	FEDERAL WH TAX DEPOSIT	962.09
			FEDERAL WH TAX DEPOSIT	769.82
			FEDERAL FICA TAX DEPOSIT	822.65
			FEDERAL FICA TAX DEPOSIT	733.39
			FEDERAL FICA TAX DEPOSIT	17.78
			FEDERAL MEDICARE TAX DEPOS	192.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FEDERAL MEDICARE TAX DEPOS	171.52
			FEDERAL MEDICARE TAX DEPOS	4.16
		PRE-PAID LEGAL SERVICES, INC.	EMPLOYEE INSURANCE	15.15
			EMPLOYEE INSURANCE	16.95
		TML MULTISTATE INTERGOVERNMENTAL	TML MULTISTATE INTERGOVERN	524.18
		TEXAS MUNICIPAL RET. SYS.	TMRS RETIREMENT	657.33
			TMRS RETIREMENT	590.59
			TOTAL:	10,033.11
WATER/SEWER PERSONNEL	WATERWORKS & SEWER	THE EDEN STATE BANK	FEDERAL FICA TAX DEPOSIT	708.50
			FEDERAL FICA TAX DEPOSIT	629.99
			FEDERAL FICA TAX DEPOSIT	17.78
			FEDERAL MEDICARE TAX DEPOS	165.71
			FEDERAL MEDICARE TAX DEPOS	147.34
			FEDERAL MEDICARE TAX DEPOS	4.16
		TML MULTISTATE INTERGOVERNMENTAL	TML MULTISTATE INTERGOVERN	5,296.62
			TML MULTISTATE INTERGOVERN	227.00-
		TEXAS MUNICIPAL RET. SYS.	TMRS RETIREMENT	440.32
			TMRS RETIREMENT	394.88
			TOTAL:	7,578.30
PAYABLES	WATERWORKS & SEWER	PREMIER WATER WORKS, INC	PREMIER WATER WORKS, INC	2,206.58
			PREMIER WATER WORKS, INC	442.12
		USA BLUEBOOK	USA BLUEBOOK	109.88
		EHT ENPROTEC/HIBBS & TODD, INC	EHT ENPROTEC/HIBBS & TODD,	304.06
			EHT ENPROTEC/HIBBS & TODD,	1,319.84
			EHT ENPROTEC/HIBBS & TODD,	3,046.88
			EHT ENPROTEC/HIBBS & TODD,	3,910.64
			EHT ENPROTEC/HIBBS & TODD,	3,445.00
		DOUCET PLUMBING, Inc.dba 3D's PLUMBING	DOUCET PLUMBING, Inc.dba 3	2,106.42
		FLEET SERVICES	FLEET SERVICES	21,082.50
			FLEET SERVICES	20,096.75-
		WATER REMEDIATION TECH., LLC	WATER REMEDIATION TECH., L	9,075.36
		ALPHA PROCESS SALES	ALPHA PROCESS SALES	750.00
		CAVALLO ENERGY TEXAS LLC	CAVALLO ENERGY TEXAS LLC	5,815.44
		CORE & MAIN LP	CORE & MAIN LP	235.88
		CONCHO CO TAX COLLECTOR	CONCHO CO TAX COLLECTOR	7.50
			CONCHO CO TAX COLLECTOR	7.50
			CONCHO CO TAX COLLECTOR	7.50
		DPC INDUSTRIES, INC.	DPC INDUSTRIES, INC.	1,535.10
			DPC INDUSTRIES, INC.	90.00
			DPC INDUSTRIES, INC.	1,023.40
		EDEN SHORT STOP	EDEN SHORT STOP	69.43
			EDEN SHORT STOP	563.39
			EDEN SHORT STOP	13.38
		FRONTIER COMMUNICATIONS	FRONTIER COMMUNICATIONS	169.25
			FRONTIER COMMUNICATIONS	468.18
		LOWE'S CREDIT SERVICES, INC.	LOWE'S CREDIT SERVICES, IN	104.23
		MORRISON SUPPLY COMPANY	MORRISON SUPPLY COMPANY	9.20
		PITNEY BOWES BANK INC PURCHASE POWER	PITNEY BOWES BANK INC PURC	604.50
		PRO AUTO & TIRE	PRO AUTO & TIRE	3,480.47
			PRO AUTO & TIRE	459.63
			PRO AUTO & TIRE	238.94
			PRO AUTO & TIRE	198.90
			PRO AUTO & TIRE	75.11
			PRO AUTO & TIRE	7.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PRO AUTO & TIRE	7.00
		SOUTHWESTERN WOOL/MOHAIR, INC.	SOUTHWESTERN WOOL/MOHAIR,	143.25
		EDEN ECHO	EDEN ECHO	300.00
		TEXAS RURAL WATER ASSOC	TEXAS RURAL WATER ASSOC	788.40
		TEXAS COMMISSION ON ENVIRONMENTAL QUAL	TEXAS COMMISSION ON ENVIRO	1,594.95
		TEXAS EXCAVATION SAFETY SYSTEM, INC	TEXAS EXCAVATION SAFETY SY	40.85
		UNIFIRST CORPORATION	UNIFIRST CORPORATION	1,456.48
		MASTERCARD		717.36
			MASTERCARD	78.20
		XYLEM WATER SOLUTIONS U.S.A., INC.	XYLEM WATER SOLUTIONS U.S.	15,898.00
			TOTAL:	63,910.95
SEWER EXPENSES	WATERWORKS & SEWER	EHT ENPROTEC/HIBBS & TODD, INC	EHT ENPROTEC/HIBBS & TODD,	304.05
			EHT ENPROTEC/HIBBS & TODD,	1,319.84
			EHT ENPROTEC/HIBBS & TODD,	3,046.87
			EHT ENPROTEC/HIBBS & TODD,	3,910.63
			EHT ENPROTEC/HIBBS & TODD,	3,445.00
		FLEET SERVICES	FLEET SERVICES	124.01
		ALL AMERICAN PUMP SOLUTIONS, INC	ALL AMERICAN PUMP SOLUTION	4,730.74
		CAVALLO ENERGY TEXAS LLC	CAVALLO ENERGY TEXAS LLC	1,591.25
		DPC INDUSTRIES, INC.	DPC INDUSTRIES, INC.	1,023.40
			DPC INDUSTRIES, INC.	50.00
			DPC INDUSTRIES, INC.	767.56
		THE EDEN STATE BANK	FEDERAL FICA TAX DEPOSIT	114.15
			FEDERAL FICA TAX DEPOSIT	103.40
			FEDERAL MEDICARE TAX DEPOS	26.69
			FEDERAL MEDICARE TAX DEPOS	24.18
		FRONTIER COMMUNICATIONS	FRONTIER COMMUNICATIONS	68.29
		LOWE'S CREDIT SERVICES, INC.	LOWE'S CREDIT SERVICES, IN	95.70
		VERFURTH ELECTRIC	VERFURTH ELECTRIC	391.54
		PURCELL CONTRACTING, LLC	PURCELL CONTRACTING, LLC	25,805.00
		SKG ENGINEERING, LLC	SKG ENGINEERING, LLC	1,615.00
			SKG ENGINEERING, LLC	1,931.25
		TML MULTISTATE INTERGOVERNMENTAL	TML MULTISTATE INTERGOVERN	756.66
		TEXAS MUNICIPAL RET. SYS.	TMRS RETIREMENT	72.41
			TMRS RETIREMENT	65.78
		UNIFIRST CORPORATION	UNIFIRST CORPORATION	182.84
			TOTAL:	51,566.24
SANITATION EXPENSE	WATERWORKS & SEWER	REPUBLIC SERVICES	REPUBLIC SERVICES	3,368.43
			REPUBLIC SERVICES	19,865.38
			TOTAL:	23,233.81
GOLF COURSE	EDEN MUNICIPAL GOL	WTGFUELS, INC	WTGFUELS, INC	337.50
		CAVALLO ENERGY TEXAS LLC	CAVALLO ENERGY TEXAS LLC	227.31
		FRONTIER COMMUNICATIONS	FRONTIER COMMUNICATIONS	46.92
		AMY PFLUGER	AMY PFLUGER	811.28
		MASTERCARD	MASTERCARD	108.84
			TOTAL:	1,531.85

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT

========== FUND TOTALS ==========		
01	GENERAL FUND	31,986.65
02	WATERWORKS & SEWER FUND	156,322.41
18	EDEN MUNICIPAL GOLF COURS	1,531.85
	GRAND TOTAL:	189,840.91

TOTAL PAGES: 5

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET:	02-CITY OF EDEN
VENDOR:	All
CLASSIFICATION:	All
BANK CODE:	All
ITEM DATE:	12/01/2022 THRU 12/31/2022
ITEM AMOUNT:	99,999,999.00CR THRU 99,999,999.00
GL POST DATE:	0/00/0000 THRU 99/99/9999
CHECK DATE:	0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES:	NO
EXPENSE TYPE:	N/A
CHECK DATE:	0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE:	None
SEQUENCE:	By Department
DESCRIPTION:	Distribution
GL ACCTS:	NO
REPORT TITLE:	C O U N C I L R E P O R T
SIGNATURE LINES:	0

PACKET OPTIONS

INCLUDE REFUNDS:	YES
INCLUDE OPEN ITEM:	NO