



REGULAR CITY COUNCIL MEETING

Tuesday, March 14, 2023, at 7:00 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

Jeff Betty, City Attorney

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. 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 February 14, 2023, Regular Session Minutes
- B. Approval of February 23, 2023, Special Session Minutes
- C. Approval of Financial Statement Month Ending February 2023
- D. Approval of City of Eden Investment Report Month Ending February 2023

8. BUSINESS

Consideration and Possible Action On:

- A. Approval of Purchase Option Agreement between Eden Economic Development Corporation and Rocky Mountain Energy Development, LLC, for the purchase of Tracts 8A through 12A and Tracts 15A through 19A of the Replat of Eden Industrial Park, Concho County, TX
- B. Presentation from Abilene Environmental Landfill (AEL) for disposal and collection of Municipal Solid Waste, Construction & Demolition Waste, Non-hazardous Industrial Class 1, 2, & 3 Waste, Exploration & Production Waste, exempt Railroad Commission Waste, tire processing and disposal, and liquid solidification and disposal services
- C. Consideration of citizen Omar Martinez's request to swap street names on Harrod and Petty Streets, thus renaming the streets in recognition of the contribution of citizens
- D. Consideration of and authorization for Mayor to sign a Resolution suspending for 45 days the effective date proposed by Atmos Energy in its application filed on or about February 15, 2023, pursuant to Section 104.301 of the Gas Utility Regulatory Act
- E. Consideration of and authorization for Mayor to sign a West Central Wireless First Amendment to Land Lease Agreement for Tower Site and Memorandum of Lease extending the Land Lease Agreement for 10 years and providing for 5-year renewal terms and additional rent receipts of 10% of any rent received by West Central Wireless from any company to place equipment on their tower
- F. Forensic Audit Update and consideration of further actions
- G. Discuss Status of Green Apple Building and Status of a Possible Lease with Eden's Green Apple, Inc. for the buildings and back lot property located at 301-311 S. Main Street, Eden, TX
- H. First Reading, public discussion, and approval to move to a second reading of an Ordinance of the City of Eden, Texas, providing for the regulating and controlling of animals, livestock, and fowl within the city limits of Eden; declaring a nuisance; providing for the licensing, registration, vaccination, and impoundment of dogs and cats; providing for requirements to control dangerous dog; providing for quarantine regulations; providing for licensing of livestock, wild or dangerous animals, and animal livestock, wild or dangerous animals, and animal establishments; providing for a penalty clause; providing for a severability clause; providing for a repealing clause; and providing for an effective date
- I. Consideration of TWDB Bond debt payoff through a transfer of remaining funds of approximately \$400,495 from Infrastructure Account 156291 to TWDB Bond Reserve Account 277712

J. Approval of various purchase requests:

- A. Consideration of request to purchase additional seasonal banners for City Square from Fast Signs for a total of \$3,918.68
- B. Consideration of request to purchase 6 Reconditioned Portable Radios for Emergency Management from Texas Communications for a total of \$6,120.00
- C. Approval of Invoice from Purcell Contracting, LLC, for sewer repairs in the amount of \$41,111.00

K. Consideration of 3/14/2023 FY2023 Budget Adjustments

- L.** Updates and possible action regarding Management, Maintenance, and Funding of Golf Course, to include consideration of electrical estimates for the check valve
- M.** Approval of February 2023 Bills
- N.** Consideration of Zoning Board recommendation regarding application from CoreCivic for Zone Change from Commercial "C" to Mobile Home Park "F" for placement of staff temporary living quarters and move application to the Zoning Board for the following property:

804 E. Broadway, 12.48 acres out of AB 1632 Sur 4 TB Drinkard, Eden, TX

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 March 11, 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, February 14, 2023 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:

Jennifer Martinez
Priscilla Aguirre
Grover Hall
Randy Dunaway
Bradley Gandy

ABSENT:

Mayor Agapito Torres

In the Mayor's absence, Mayor Pro Tem Jennifer Martinez chaired the meeting.

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.

Public Works Supervisor Ronnie Winans 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 began the project to determine pipe material on both the City side and the customer side for every meter in the distribution system. They repaired water leaks: on W. Blanchard Street, Allen Street, Merino Row, Paint Rock Road, and Eaker Street. They hauled off brush at the Butterfly Garden, and worked on seven sewer stoppages: three on Hwy 87, on Burleson Street, two on Johnson Street, and on Bailey Street. They had several animal control calls, and completed numerous line locates for Frontier Communications for the fiber optic project. They hauled material to the cemetery to fill in washed out areas, and helped get the damaged awning structure down at the Green Apple building. They started patching pot holes and filled in washed out holes from the USDA project. They loaded tires at the dump into a trailer and hauled several loads of black dirt to the shop. There were issues with Well #3. A transformer went out. AEP came out and replaced it. Additionally, another pipe burst inside the water plant, and WRT had to be called in to make the repairs. This was the reason for the water conservation notice. They read meters, completed monthly cut offs, and pulled several pumps at the sewer plant to clean out trash.

City Administrator Laura Beeson provided a monthly update. A final walkthrough was conducted on the USDA North Water Project. Darnell Construction provided an estimate to refurbish the Industrial Park Lift Station, and we are working with USDA to see if we can use this project for any remaining contingency funds. We will have to wait until we have some kind of agreement with the Surety Bond company before approving this addition to the project. The engineer from the Surety Bond company and our engineer, Sage

Diller, met with Ronnie to go over the status report on the South Water and Sanitary Sewer projects. My understanding is that the Surety Bond company is reaching out to contractors to determine who is available to complete these projects, and the amount they are willing to take for this remaining work. Once the Surety Bond company has this information, the City will negotiate with them for the remaining work to be completed, as well as, any additional costs to the City such as engineering and legal fees. TCEQ sent over a 50 page packet to be completed which contained information as to our water system, utility billing, and financial information as it pertains to the new TWDB Grant. City Officials have an onsite meeting with TCEQ this Thursday to go over the paperwork in order to get it back to the TWDB, so they can make a determination as to funding the project. The work at the Sewer Plant has been completed. This was very costly, but necessary. We now have to do maintenance on the diffusers in both basins every other year to keep them both operational. While we had a crane in town for work at the Sewer Plant, we were able to get the fallen awning structure down at the Green Apple Building. We will need to discuss next steps in a future meeting. WRT is completed the media exchange in one more train, which now just leaves one train remaining. We once again have a leak on the WRT side. We did have to shut down the water plant for emergency repairs of this leak. The major portion of this leak was fixed that day, but we still have a small leak. The parts have arrived, and this should be fixed in short order. The Mayor and I had successful meetings with Core Civic during the contract renegotiations, and the new agreement is on tonight's agenda. Core Civic was willing to work with the City, and we still have a very good working relationship with them. Additionally, Core Civic worked with us to get some of the old outstanding housing invoices sent out which resulted in receipts of over \$200,000 in January alone. We still have some old transportation invoicing that needs to be completed, but great strides were made in January. I was able to get a good Zoning Map from our mapping software. We had to work with the appraisal district to determine the proper City Limit lines, and I think we have that worked out. Since we may have a zone change for some of the Core Civic property, I am going to wait to request City Council approval of the Zoning Map, as well as get a large one printed, until this zone change is made. I hope to have approval of an "official" Zoning Map on the next agenda. Many of the banners around the square are weathered and ripped, and a large number are no longer useable. We need to replace these, and I am checking into pricing for this. The City needs to update the Comprehensive Plan that was done about 15 years ago. I have an initial estimate, but I am still working on what all needs to be included. I will bring this to Council at the next meeting. The auditors began the FY22 audits, and I hope to provide the results at the next meeting.

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.

There was no public comment.

6. REPORTS OF OTHER AGENCIES, COMMISSIONS, & STAFF

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

There were no reports from other agencies, commissions, or staff.

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 January 10, 2023, Regular Session Minutes**
- B. Approval of Financial Statement Month Ending January 2023**
- C. Approval of City of Eden Investment Report Month Ending January 2023**

Motion was made by Council Member Hall to approve Consent Items A-C making one correction to the January 10, 2023, minutes correcting the spelling of Council Member Aguirre's name, seconded by Council Member Gandy. Motion carried 5-0.

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

8. BUSINESS

Consideration and Possible Action On:

- A. Consideration of Application from Core Civic for Zone Change from Commercial "C" to Mobile Home Park "F" for placement of staff temporary living quarters and move application to the Zoning Board for the following property:
804 E. Broadway, 12.48 acres out of AB 1632 Sur 4 TB Drinkard, Eden, TX**

City Administrator Laura Beeson discussed Business Item "A", an Application from Core Civic for Zone Change from Commercial "C" to Mobile Home Park "F" for placement of staff temporary living quarters at 804 E. Broadway, Eden, TX. Due to lack of housing options in Eden, this is needed to provide a place for Core Civic staff to reside. Motion to forward the Core Civic Zone Change request from Commercial "C" to Mobile Home Park "F" for placement of staff temporary living quarters at 804 E. Broadway, Eden, TX, to the Zoning Board for consideration was made by Council Member Gandy, and seconded by Council Member Hall. Motion carried 5-0.

Motion made by Gandy, Seconded by Hall
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. Zoning Board - Cheryl Agnew**
 - 2. Zoning Board - Cierra Briggs**

Council discussed Business Item "B", EEDC board applications to fill a vacancy. Council Member Hall made a motion to appoint Cierra Briggs to fill the vacancy on the Eden Economic Development Corporation Board, seconded by Council Member Dunaway. Motion carried 4-1 with Council Member Aguirre opposing.

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

C. Approve and authorize Mayor to sign negotiated amendments to the agreement with Core Civic

City Administrator Laura Beeson discussed Business Item "C", amendments to the agreement with Core Civic. The per diem rate was changed from \$1.00 to \$1.08 per day per inmate housed at the facility which is an 8% increase. Additionally, the agreement will be reviewed every 3 years, and Core Civic will provide annual updates as to their compliance with the U.S. Marshall's Agreement. Core Civic also volunteered to provide a "Muffin Monster" screen which will grind large articles entering the Wastewater System to keep these items from reaching our pumps at the Sewer Plant. This is expected to be installed during in the next few months. Core Civic is also providing one of the three emergency generators needed at the Sewer Plant. Motion to approve and authorize the Mayor to sign the Amendments to the Agreement with Core Civic 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. USDA Sanitary Sewer and South Water Projects Update

City Administrator Laura Beeson discussed Business Item "D", an update on the USDA Sanitary Sewer and South Water Projects. The engineer from the Surety Bond company and our engineer, Sage Diller, met with Public Works Supervisor Ronnie Winans to go over the status report on the South Water and Sanitary Sewer projects. My understanding is that the Surety Bond company is reaching out to contractors to determine who is available to complete these projects, and the amount they are willing to take for this remaining work. Once the Surety Bond company has this information, the City will negotiate with them for the remaining work to be completed, as well as, any additional costs to the City such as engineering and legal fees. No action was taken.

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

Council Member Gandy discussed Business Item "E", updates on the Golf Course. City Administrator Laura Beeson noted that the new check valve for the sprinkler system arrived, and it will be installed next week. Gandy noted that he had spoken to Jaime Bozek regarding the electrical work needed for the check valve, and that he would provide an estimate, amount unknown. We might want to also obtain an estimate from Verfurth Electric. No action was taken.

F. Discuss possible agreement with the Eden Golf Association for the use of City Equipment for mowing and maintenance to include an indemnity clause

City Administrator Laura Beeson discussed Business Item "F", an agreement with the Eden Golf Association for the use of City Equipment for mowing and maintenance to include an indemnity clause. City Attorney Jeff Betty will have the agreement ready next week, and we will need to have another meeting next week to approve it before the Clean Up Day scheduled for next Saturday.

G. Consideration of approval to install and authorize use of Quickconnects at the Golf Course

Council Member Gandy discussed Business Item "G", quick connects for the golf course. These are needed at each green in order to water when the sprinkler system is down. Gandy will obtain the costs of these. No action was taken.

H. Consideration of transfer of \$100,000 funds from the City’s IGA Account #278547 to the City’s Pool Cash Account #6041

City Administrator Laura Beeson discussed Business Item "H", a transfer of \$100,000 funds from the City’s IGA Account #278547 to the City’s Pool Cash Account #6041. All of the proceeds from Core Civic go into the City's IGA Account, and these are included in the budget. We just need to move these over to our Pool Cash account in order to use the funds. Motion to approve the transfer of \$100,000 funds from the City’s IGA Account #278547 to the City’s Pool Cash Account #6041 was made by Council Member Hall, and seconded by Council Member Aguirre. Motion carried 5-0.

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

I. Approval of January 2023 Bills

Motion to approve Business Item "I", January 2023 Bills, was made by Council Member Gandy, and seconded by Council Member Hall. Motion carried 5-0.

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

9. ADJOURN

The meeting was adjourned at 8:25 PM.

Jennifer Martinez, Mayor Pro Tem

Laura Beeson, City Secretary/Administrator



SPECIAL CITY COUNCIL MEETING

Thursday, February 23, 2023 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:

Agapito Torres
Priscilla Aguirre
Grover Hall
Randy Dunaway
Bradley Gandy

ABSENT:

Jennifer Martinez

2. 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).

3. BUSINESS

Consideration and Possible Action On:

A. Approval and affirmation of Order of General Election and Notice of Election for May 6, 2023

Motion to approve and affirm Business Item "A", Order of General Election and Notice of Election for May 6, 2023, was made by Council Member Gandy, and seconded by Council Member Dunaway. Motion carried 4-0.

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

B. Approval for the Mayor to sign the Proposed Election Contract with Concho County for the May 6, 2023 General Election

Motion was made to approve Business Item "B", Proposed Election Contract with Concho County for the May 6, 2023, General Election, was made by Council Member Gandy, and seconded by Council Member Dunaway. Motion carried 4-0.

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

C. **Consideration of Indemnity Agreement with the Eden Golf Association for the use of City equipment at Concho Springs Golf Course**

City Administrator Laura Beeson discussed Business Item "C", Indemnity Agreement with the Eden Golf Association for the use of City equipment at Concho Springs Golf Course. Because the President of the Golf Association is Council Member Gandy, the Golf Association Secretary should be the one to sign the agreement. Motion to approve for the Mayor to sign Indemnity Agreement with the Eden Golf Association for the use of City equipment at Concho Springs Golf Course was made by Council Member Hall, and seconded by Council Member Aguirre. Motion carried 3-1 with Council Member Gandy abstaining.

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

D. **Golf Course**

- 1. **Updates and possible action regarding Management, Maintenance, and Funding of Golf Course**
- 2. **Approval and funding of check valve electrical work estimate**

Council Member Gandy discussed Business Item "D", Golf Course Updates. Gandy reached out to electrician Jamie Bozek again, but has not heard back from him, and has not received an estimate for the electrical work on the check valve. During a previous conversation, Bozek mentioned Verfurth Electric as someone who could complete the electrical work on the check valve, so we may want to obtain an estimate from them. Gandy also touched base with folks from the Sonora Golf Course, and they indicated that the Quick Connects would cost around \$200-\$400 per hole. Council Member Hall noted that there are other types of connections that will work for these purposes and that cost less. No action was taken.

Council Member Dunaway noted that Matt Drake from Riverside Golf Course in San Angelo had reached out to him, and he was interested in possibly managing the Concho Springs Golf Course. Mr. Drake indicated that he took over Riverside Golf Course from Two Pro and had been able to make the Riverside Golf Course profitable in a timespan of about one year. Mr. Drake may be interested in presenting to City Council at the next meeting.

Council also discussed the possibility of a control burn at Concho Springs Golf Course to knock down a lot of the high grass. The City will need to have a prescription written as to a plan of action and what we are trying to accomplish. This can be done through Texas A&M Service. We mainly need to focus on the areas around the ponds and water sources on hole #1, and the Tee Box at hole #3.

Council Member Gandy passed around a work plan for the Work Day scheduled at the Golf Course on Saturday. The Golf Association is planning to have a Work Day once per month. We need to spray for weeds on the left side of the entrance and by the maintenance shop.

4. **ADJOURN**

The Meeting was adjourned at 8:23 PM.

Agapito Torres, Mayor

Laura Beeson, City Administrator

FINANCIAL STATEMENT

FOR THE MONTH ENDING: FEBRUARY 28TH, 2023

Section 7, ItemC.

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	360,000.00	191,145.49	331,870.18	92.19	28,129.82	210,000.00 (1
452-6202 PROPERTY TAXES-DELINQUENT	18,000.00	8,295.51	18,632.57	103.51 (	632.57)	11,333.35 (
452-6203 PROPERTY TAXES-P & I	13,000.00	3,957.34	8,816.47	67.82	4,183.53	7,583.35 (
452-6401 CITY SALES TAX	146,000.00	14,627.13	86,908.87	59.53	59,091.13	85,166.65 (
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	5,037.27	5,037.27	114.48 (	637.27)	2,566.69 (
452-6603 FRANCHISE TAX-ELECTRIC (mont	22,000.00	1,701.73	12,464.68	56.66	9,535.32	12,833.35
452-6604 FRANCHISE TAX-TELEPHONE (qtr	12,500.00	1,875.43	5,801.66	46.41	6,698.34	7,291.69
452-6605 PILOT WATER/SEWER	0.00	0.00	0.00	0.00	0.00	0.00
452-6802 MOTEL OCCUPANCY TAX	12,400.00	931.03	7,226.57	58.28	5,173.43	8,066.65
453-7201 MUNICIPAL COURT FINES	2,000.00	0.00	356.11	17.81	1,643.89	1,166.69
453-7301 TRANSFER SITE FEES	0.00	18.00	2,012.22	0.00 (	2,012.22)	0.00 (
453-7401 ANIMAL CONTROL FEES & FINES	19,500.00	1,570.67	11,272.50	57.81	8,227.50	11,375.00
453-7402 LATE FEES - GENERAL FUND	4,000.00	241.47	2,119.49	52.99	1,880.51	2,333.31
453-7601 PET LICENSE	600.00	0.00	42.00	7.00	558.00	350.00
453-7602 BEER LICENSE	250.00	0.00	0.00	0.00	250.00	145.81
453-7603 PERMIT FEES	100.00	0.00	10.00	10.00	90.00	58.31
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	139,181.00	274,355.00	103.53 (	9,355.00)	154,583.31 (1
454-5017 SLUDGE HAULING	0.00	0.00	0.00	0.00	0.00	0.00
454-5202 COPIES/FAXES	150.00	0.00	178.50	119.00 (	28.50)	87.50 (
454-5501 MISCELLANEOUS RECEIPTS	0.00	0.00	0.00	0.00	0.00	0.00
454-5601 INDUSTRIAL PARK RENT	6,000.00	0.00	4,287.48	71.46	1,712.52	3,500.00 (
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	225.00	1,025.00	68.33	475.00	875.00 (
454-5604 ROY BURNES CIVIC CENTER RENT	4,500.00	200.00	2,550.00	56.67	1,950.00	2,625.00
454-5605 BUSINESS INCUBATOR RENT	1,200.00	0.00	0.00	0.00	1,200.00	700.00
454-5801 INTEREST EARNED	315.00	39.91	202.16	64.18	112.84	183.75 (
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	5,833.31 (
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	1,166.69
456-5801 CEMETERY INTEREST INCOME	120.00	7.44	64.58	53.82	55.42	70.00
456-6001 CEMETERY INCOME	1,000.00	0.00	0.00	0.00	1,000.00	583.31
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	906,535.00	369,054.42	785,616.31	86.66	120,918.69	530,478.72 (2

C I T Y O F E D E N
FINANCIAL STATEMENT
FOR THE MONTH ENDING: FEBRUARY 28TH, 2023

Section 7, ItemC.

01 -GENERAL FUND
REVENUES

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	YEAR TO DATE	PERC. BUDGET	BUDGET BALANCE	Y-T-D BUDGET
FUND TOTAL REVENUES	906,535.00	369,054.42	785,616.31	86.66	120,918.69	530,478.72 (2

FINANCIAL STATEMENT

FOR THE MONTH ENDING: FEBRUARY 28TH, 2023

Section 7, ItemC.

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	800.00	5,600.00	58.33	4,000.00	5,600.00
511-1501 CITY ADMINISTRATION SAL	64,890.00	4,846.08	36,345.60	56.01	28,544.40	37,852.50
511-2501 SOCIAL SECURITY BENEFITS	5,900.00	461.68	3,399.79	57.62	2,500.21	3,441.65
511-2601 RETIREMENT BENEFITS	4,200.00	409.20	2,698.32	64.25	1,501.68	2,450.00 (
511-2701 HEALTH INSURANCE BENEFITS	0.00	0.70	4.90	0.00 (	4.90)	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	1,500.00	1,500.00	42.86	2,000.00	2,041.69
511-4010 CITY COUNCIL EXPENSE	1,000.00	0.00	0.00	0.00	1,000.00	583.31
511-4011 CITY ADMINISTRATOR EXPENSE	1,000.00	455.00	555.00	55.50	445.00	583.31
511-4201 CITY HALL EXPENSE	25,000.00	973.60	23,295.24	93.18	1,704.76	14,583.31 (
511-4501 OFFICE EXPENSE	40,000.00	17,092.84	33,307.86	83.27	6,692.14	23,333.31 (
511-5101 WORKERS COMPENSATION	9,600.00	0.00	9,590.12	99.90	9.88	5,600.00 (
511-5102 PROPERTY & LIABILITY	7,000.00	0.00	7,000.00	100.00	0.00	4,083.31 (
511-5501 MISCELLANEOUS EXPENSE	500.00	0.00	0.00	0.00	500.00	291.65
511-5502 BANK FEES/FILING FEES EXPENS	800.00	50.00	531.05	66.38	268.95	466.65 (
511-6101 PROFESSIONAL FEES - LEGAL	20,000.00	0.00	11,025.00	55.13	8,975.00	11,666.65
511-6102 PROFESSIONAL FEES - AUDITING	44,000.00	0.00	18,193.74	41.35	25,806.26	25,666.65
511-6103 PROFESSIONAL FEES - ENGINEER	12,000.00	0.00	7,075.00	58.96	4,925.00	7,000.00 (
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	4,408.82	44.09	5,591.18	5,833.31
511-8101 MAYOR EXPENSE	2,000.00	0.00	226.35	11.32	1,773.65	1,166.69
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	32,000.00	1,935.46	29,323.14	91.63	2,676.86	19,500.00 (
513-3201 DUMPTRUCK EXPENSE	3,500.00	102.14	2,534.14	72.40	965.86	2,458.31 (
514-2001 CODE ENFORCEMENT SALARIES	0.00	0.00	0.00	0.00	0.00	0.00
514-2101 COURT SALARIES	14,400.00	1,100.00	7,700.00	53.47	6,700.00	8,400.00
514-2201 ANIMAL CONTROL SALARY	9,000.00	576.90	5,076.72	56.41	3,923.28	5,250.00
514-2501 SOCIAL SECURITY BENEFITS	2,000.00	124.78	950.71	47.54	1,049.29	1,166.69
514-2601 RETIREMENT BENEFITS	1,000.00	96.30	648.32	64.83	351.68	583.31 (
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	0.00	12,500.00	50.00	12,500.00	14,583.31
514-4201 COURT EXPENSE	3,500.00	0.00	2,226.87	63.62	1,273.13	2,041.65 (
514-4202 COURT TECHNOLOGY	0.00	0.00	0.00	0.00	0.00	0.00
514-6101 ANIMAL CONTROL EXPENSE	4,000.00	188.74	1,502.63	37.57	2,497.37	2,333.35
514-7202 FIRE STATION OPERATION EXP	15,000.00 (	77.24)	14,877.77	99.19	122.23	8,750.00 (
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	10,599.13	99.99	0.87	6,183.31 (
515-4501 LIBRARY OPERATION EXPENSE	11,000.00	0.00	11,000.00	100.00	0.00	6,416.69 (

FINANCIAL STATEMENT

FOR THE MONTH ENDING: FEBRUARY 28TH, 2023

Section 7, ItemC.

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	12,800.00	440.99	14,187.52	110.84 (	1,387.52)	7,466.65 (
515-5504 ROY BURNES CIVIC CENTER EXPE	2,700.00	78.87	1,299.45	48.13	1,400.55	1,575.00
515-5506 BUSINESS INCUBATOR EXPENSES	5,000.00	590.62	4,025.54	80.51	974.46	2,916.65 (
515-5507 VFW UTILITIES	1,200.00	0.00	1,200.00	100.00	0.00	700.00 (
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	17,341.21	57.80	12,658.79	17,500.00
516-1901 SWIMMING POOL SALARIES	15,360.00	0.00	2,627.00	17.10	12,733.00	8,960.00
516-2501 SOCIAL SECURITY BENEFITS	3,150.00	169.04	1,473.83	46.79	1,676.17	1,837.50
516-2601 RETIREMENT BENEFITS	1,900.00	179.96	1,210.08	63.69	689.92	1,108.35 (
516-2701 HEALTH INSURANCE BENEFITS	9,080.00	854.24	5,491.78	60.48	3,588.22	5,296.69 (
516-4401 CEMETERY EXPENSE & IMPROVEME	2,500.00	0.00	135.00	5.40	2,365.00	1,458.31
516-5001 PARK ELECTRICITY	4,000.00	357.99	1,938.65	48.47	2,061.35	2,333.31
516-5005 PARK REPAIRS AND MAINTENANCE	5,000.00	121.85	1,888.83	37.78	3,111.17	2,916.69
516-5010 PARK FUEL EXPENSE	2,500.00	69.11	1,364.13	54.57	1,135.87	1,458.38
516-5301 STREET LIGHT ELECTRICITY	10,000.00	913.81	5,750.09	57.50	4,249.91	5,833.31
516-6201 FLAG EXPENSE	2,500.00	0.00	1,717.67	68.71	782.33	1,458.35 (
516-6401 CEMETERY MOWING CONTRACT	26,400.00	2,000.00	14,200.00	53.79	12,200.00	15,400.00
516-7101 SWIMMING POOL EXPENSE	15,000.00	55.09	5,169.60	34.46	9,830.40	8,750.00
516-8301 BEAUTIFICATION PROGRAM	38,000.00 (	176.65)	6,427.00	16.91	31,573.00	22,166.69
516-9301 CAPITAL OUTLAY - PARKS	0.00	0.00	0.00	0.00	0.00	0.00
517-1101 MUSEUM EXPENSES	3,000.00	105.35	960.83	32.03	2,039.17	1,750.00
517-1103 EVENT ADVERTISING	1,500.00	0.00	990.00	66.00	510.00	875.00 (
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	840.51	56.03	659.49	875.00
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	5,940.00	0.00	1,048.07	17.64	4,891.93	3,465.00
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: FEBRUARY 28TH, 2023

Section 7, ItemC.

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	591,020.00	38,703.65	354,983.01	60.06	236,036.99	346,011.49 (
DEPARTMENT TOTALS	591,020.00	38,703.65	354,983.01	60.06	236,036.99	346,011.49 (
FUND TOTAL EXPENSES	591,020.00	38,703.65	354,983.01	60.06	236,036.99	346,011.49 (
FUND TOTAL PROFIT (LOSS)	315,515.00	330,350.77	430,633.30	136.49 (	115,118.30)	184,467.23 (2

FINANCIAL STATEMENT

FOR THE MONTH ENDING: FEBRUARY 28TH, 2023

Section 7, ItemC.

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	673,520.00	53,639.72	399,392.80	59.30	274,127.20	392,886.65 (
451-1102 WATER SALES-UNMETERED	25,000.00	72.68	10,653.82	42.62	14,346.18	14,583.35
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	991.65
451-4403 WATER CONNECTION FEES	9,000.00	1,455.00	5,475.00	60.83	3,525.00	5,250.00 (
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 INFRASTRCTURE 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	93,705.22 (
452-1101 SEWER OPERATING EXP REIMB CC	101,995.00	0.00	40,945.91	40.15	61,049.09	59,497.10
452-2201 SEWER SERVICE	200,000.00	19,161.83	123,399.46	61.70	76,600.54	116,666.65 (
452-4402 SEWER TAPPING FEES	2,000.00	0.00	600.00	30.00	1,400.00	1,166.69
453-3301 GARBAGE SERVICE	268,000.00	22,481.07	157,269.69	58.68	110,730.31	156,333.35 (
453-7402 LATE FEES - WATER/SEWER	10,000.00	715.82	5,675.86	56.76	4,324.14	5,833.31
454-4404 ENVIRONMENTAL FEES	0.00	0.00	0.00	0.00	0.00	0.00
454-5501 MISCELLANEOUS RECEIPTS	400.00	0.00	0.00	0.00	400.00	233.35
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	275.91	1,389.01	126.27 (	289.01)	641.69 (
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	1,453,352.52	97,802.03	905,885.90	62.33	547,466.62	847,789.01 (
FUND TOTAL REVENUES	1,453,352.52	97,802.03	905,885.90	62.33	547,466.62	847,789.01 (

FINANCIAL STATEMENT

FOR THE MONTH ENDING: FEBRUARY 28TH, 2023

Section 7, ItemC.

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	6,905.60	50,425.06	55.66	40,174.94	52,850.00
501-1201 WATER PERSONNEL	184,000.00	14,063.64	110,951.63	60.30	73,048.37	107,333.31 (
501-2501 SOCIAL SECURITY BENEFITS	21,000.00	1,560.28	12,023.74	57.26	8,976.26	12,250.00
501-2601 RETIREMENT BENEFITS	14,800.00	1,644.89	10,961.21	74.06	3,838.79	8,633.35 (
501-2701 HEALTH INSURANCE BENEFITS	72,700.00	6,833.92	39,923.94	54.92	32,776.06	42,408.31
501-2801 UNEMPLOYMENT TAX	1,700.00	0.00	24.47	1.44	1,675.53	991.69
502-3101 WATER OPERATIONS EXPENSE	250,000.00	22,574.72	207,431.25	82.97	42,568.75	145,833.35 (
502-3102 ELECTRIC PUMPS EXPENSE	70,000.00	6,798.12	47,346.75	67.64	22,653.25	40,833.31 (
502-3103 ELLIS WELL EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
502-3104 WRT CONTRACT	98,000.00	9,700.06	64,776.92	66.10	33,223.08	57,166.69 (
502-3501 POSTAGE/OFFICE EXPENSE	8,000.00	1,395.96	5,493.62	68.67	2,506.38	4,666.65 (
502-3502 TELEPHONE EXPENSE	8,500.00	814.57	5,481.58	64.49	3,018.42	4,958.31 (
502-3503 UNIFORM EXPENSE	9,000.00	507.40	5,704.95	63.39	3,295.05	5,250.00 (
502-4001 BACKHOE /AIR COMP/SKID STEER	8,000.00	214.08	7,107.43	88.84	892.57	4,666.65 (
502-4201 PICKUP OPERATING EXPENSE	10,000.00	3,594.78	10,136.78	101.37 (	136.78)	5,833.35 (
502-4202 PICKUP FUEL EXPENSE	14,000.00	1,141.51	9,034.98	64.54	4,965.02	8,166.65 (
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	0.00	0.00	5,000.00	2,916.69
502-6104 CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
503-1201 SEWER PERSONNEL	45,400.00	3,510.40	25,869.23	56.98	19,530.77	26,483.31
503-2501 SOCIAL SECURITY BENEFITS	3,500.00	266.16	1,960.07	56.00	1,539.93	2,041.69
503-2601 RETIREMENT BENEFITS	2,700.00	268.07	1,801.44	66.72	898.56	1,991.69
503-2701 HEALTH INSURANCE BENEFITS- SE	9,080.00	854.24	5,491.78	60.48	3,588.22	5,296.69 (
503-2801 UNEMPLOYMENT TAX- SEWER	0.00	0.00	0.00	0.00	0.00	0.00
503-3201 SEWER EXPENSE	150,000.00	4,542.63	156,434.36	104.29 (	6,434.36)	87,500.00 (
503-3203 SEWER- ELECTRIC PUMPS EXPENS	28,000.00	2,495.28	12,983.21	46.37	15,016.79	16,333.31
503-3204 SEWER- POSTAGE/OFFICE EXPENS	0.00	0.00	0.00	0.00	0.00	0.00
503-3205 SEWER- TELEPHONE EXPENSE	1,400.00	37.60	761.98	54.43	638.02	816.65
503-3206 SEWER- UNIFORM EXPENSE	1,500.00	106.40	775.68	51.71	724.32	875.00
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	1,458.31
503-3209 SEWER- PICKUP FUEL EXPENSE	3,000.00	105.01	1,129.96	37.67	1,870.04	1,750.00
503-3210 SEWER- WORKERS COMP EXPENSE	1,000.00	0.00	0.00	0.00	1,000.00	583.35
503-3211 SLUDGE HAULING EXPENSE	6,000.00	623.78	3,469.90	57.83	2,530.10	3,500.00
503-3212 SEWER-PROPERTY/LIAB EXPENSE	21,000.00	0.00	21,000.00	100.00	0.00	12,250.00 (
504-6101 SANITATION CONTRACTOR	240,000.00	22,308.19	162,791.03	67.83	77,208.97	140,000.00 (
505-5101 WORKERS COMPENSATION EXP	4,000.00	0.00	4,000.00	100.00	0.00	2,333.35 (
505-5102 PROP & LIABILITY EXPENSE	25,000.00	0.00	25,000.00	100.00	0.00	14,583.31 (
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

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	76,000.00	7,575.00	108,556.23	142.84	(32,556.23)	44,333.35	(
589-9504 ARPA GENERATOR GRANT	285,723.00	0.00	18,691.25	6.54	267,031.75	166,671.75	1
589-9599 TWDB BOND PMT	50,000.00	0.00	0.00	0.00	50,000.00	29,166.69	
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	19,100.00	100.00	0.00	11,141.65	(
CATEGORY TOTALS	1,840,203.00	120,442.29	1,156,640.43	62.85	683,562.57	1,073,868.41	(
DEPARTMENT TOTALS	1,840,203.00	120,442.29	1,156,640.43	62.85	683,562.57	1,073,868.41	(
FUND TOTAL EXPENSES	1,840,203.00	120,442.29	1,156,640.43	62.85	683,562.57	1,073,868.41	(
FUND TOTAL PROFIT (LOSS)	(386,850.48)	(22,640.26)	(250,754.53)	64.82	(136,095.95)	(226,079.40)	

FINANCIAL STATEMENT

FOR THE MONTH ENDING: FEBRUARY 28TH, 2023

Section 7, ItemC.

18 -EDEN MUNICIPAL GOLF COURSE
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	3.59	15.87	0.00 (	15.87)	0.00 (
454-8806 SOE GRANT FUNDS	20,000.00	0.00	0.00	0.00	20,000.00	11,666.65
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	19,100.00	0.00	19,100.00	100.00	0.00	11,141.65 (
CATEGORY TOTAL REVENUES	39,100.00	3.59	19,115.87	48.89	19,984.13	22,808.30
FUND TOTAL REVENUES	39,100.00	3.59	19,115.87	48.89	19,984.13	22,808.30

FINANCIAL STATEMENT

FOR THE MONTH ENDING: FEBRUARY 28TH, 2023

Section 7, ItemC.

18 -EDEN MUNICIPAL GOLF COURSE
EXPENSES

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	YEAR TO DATE	PERC. BUDGET	BUDGET BALANCE	Y-T-D BUDGET
518-2001 CLUB HOUSE RENT	12,000.00	939.47	5,935.34	49.46	6,064.66	7,000.00
518-2002 CLUB HOUSE TAXES	1,600.00	0.00	1,526.79	95.42	73.21	933.35 (
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	400.00	0.00	676.94	169.24 (	276.94)	233.35 (
518-3104 SUPPLIES-COURSE	0.00	0.00	0.00	0.00	0.00	0.00
518-4101 REPAIRS & MAINT - GENERAL	2,000.00	49.52	481.33	24.07	1,518.67	1,166.65
518-4103 REPAIRS-IRRIGATION & PUMP HO	14,600.00	8,038.18	8,038.18	55.06	6,561.82	8,516.65
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 UTILITIES-ELEC, GAS, TELE	2,100.00	311.62	316.14	15.05	1,783.86	1,225.00
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	32,700.00	9,338.79	16,974.72	51.91	15,725.28	19,075.00
DEPARTMENT TOTALS	32,700.00	9,338.79	16,974.72	51.91	15,725.28	19,075.00
FUND TOTAL EXPENSES	32,700.00	9,338.79	16,974.72	51.91	15,725.28	19,075.00
FUND TOTAL PROFIT (LOSS)	6,400.00 (	9,335.20)	2,141.15	33.46	4,258.85	3,733.30



PEREGRINE ENERGY

ROCKY MOUNTAIN ENERGY DEVELOPMENT

PURCHASE OPTION AGREEMENT

This **PURCHASE OPTION AGREEMENT** (this **"Agreement"**), dated and effective as of the date on which this Agreement has been executed by both Parties as evidenced by the dates below their respective signatures (the **"Effective Date"**), is made by and between Owner (as defined in Exhibit A), and Rocky Mountain Energy Development, LLC, a Delaware Limited Liability Company (**"Optionee"**). Owner and Optionee are sometimes referred to individually as a **"Party"** and collectively as the **"Parties."**

RECITALS

- A. Owner is the fee simple title owner of the surface estate of that certain real property more particularly described on Exhibit A and Exhibit B attached hereto and incorporated herein by this reference, together with all improvements thereon and all appurtenances belonging thereto (collectively, the **"Premises"**).
- B. Upon the terms and conditions of this Agreement, Optionee desires to obtain from Owner, and Owner desires to grant to Optionee, an exclusive option to purchase a portion of that certain portion of the Premises that is depicted on Exhibit C attached hereto and incorporated herein by this reference (the **"Property"**).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises of the Parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Grant of Option.

1.1. Option. Owner hereby grants to Optionee the exclusive right and option to purchase all or any portion of the Property upon the terms and conditions of this Agreement (the **"Option"**). In the event Optionee opts to purchase a portion of the Property, the land purchased must be contained entirely in a tract or tracts (each a **"Tract"**) depicted and dedicated in the Replat of Eden Industrial Park recorded in Cabinet 1, Slide B69, Plat Records, Concho County, Texas (the **"Plat"**). Notwithstanding anything herein to the contrary, Optionee may not purchase a portion of a Tract. For avoidance of doubt, Optionee may purchase multiple Tracts but Optionee may not purchase a partial Tract or Tracts pursuant to this Agreement.

1.2. Option Term. The term of the Option shall commence on the Effective Date and shall continue until the expiration of the Option Period, as defined in Exhibit A.

1.3. Option Payment. As consideration for the Option, Optionee shall pay to Owner the Option Payment, as defined and set forth in Exhibit A. Installments of the Option Payment shall become due when specified in Exhibit A. The Option Payment shall be nonrefundable, except as provided otherwise in this Agreement. If Optionee exercises the Option, the Option Payment (or portions thereof actually paid to Owner) shall be applied to the Purchase Price at Closing. Notwithstanding anything else contained in this Agreement to the contrary, in the event that (i) Optionee terminates this Agreement, and (ii) Optionee is entitled to a refund of the Option Payment, Owner shall retain ~~One~~Three Thousand Five Hundred and No/100 Dollars (\$3,500.00) of the Option Payment as consideration for Optionee's right to terminate this Agreement ("**Independent Consideration**").

1.4. Option Exercise. Subject to Section 1.2 and Section 1.6 herein, Optionee may exercise the Option at any time, but only one time, during the Option Period by providing written notice of exercise to Owner (the "**Notice of Exercise**"). The Notice of Exercise shall designate what portion of the Property Optionee is electing to purchase with either: (i) a copy of the Survey (defined hereinafter) that shows and describes such portion of Property; or (ii) a legal description that references the Plat to particularly describe what Tract or Tracts on the Plat that Optionee is electing to Purchase. Optionee, in its sole and absolute discretion, shall have the sole right to determine whether to issue the Notice of Exercise. After an effective delivery of the Notice of Exercise to Owner, the property described in the Notice of Exercise shall thereafter be deemed to be the "**Property**" for purposes of this Option Agreement, and the Option shall terminate as to any land not included in the Survey and/or legal description delivered in the Notice of Exercise. The Option shall terminate upon the first to occur of: (i) Optionee's provision of written notice to Owner that Optionee has elected to terminate this Agreement during the Option Period; or (ii) the expiration of the Option Period; provided, however, that this Agreement shall not terminate under this Section 1.4 if a Notice of Exercise has been delivered prior to the expiration of the Option Period. Upon an effective delivery of the Notice of Exercise, this Agreement shall be deemed to have been converted into an agreement of purchase and sale, and the closing of such purchase and sale shall be on the terms contained in this Agreement without need for execution of any further documents, other than those documents required to be executed pursuant to the terms of this Agreement.

1.5. Memorandum of Option. This Agreement shall not be recorded; however simultaneously with execution of this Agreement, Owner and Optionee shall execute the recordable memorandum of this Agreement in the form of Exhibit D attached hereto (the "Memorandum") which memorandum may be recorded by Optionee, at Optionee's sole cost and expense, in the official public property records of the County at any time before the Closing Date.

1.6. Optionee Termination Right. Without limiting Optionee's other rights of termination hereunder (including, without limitation, due to an Owner default), prior to delivering the Notice of Exercise, Optionee shall have the sole and exclusive right to terminate this Agreement as to all or any portion of the Property upon effective notice to Owner, and upon any such termination, neither Party shall have any further liability hereunder with respect to the portion of the Property as to which this Agreement has been terminated, except for any matters specifically provided to survive the termination of this Agreement. This right of termination may be exercised multiple times.

2. Due Diligence.

2.1. Investigations; Grant of License. Owner hereby grants to Optionee a continuing and irrevocable license at all times during the Option Period (and, if Optionee delivers the Notice of Exercise, continuing until the Closing Date (as hereinafter defined)) (such applicable period of time being the **"Investigation Period"**) for Optionee and its agents and invitees to access and enter upon the Property for the purposes of completing or conducting inspections, investigations, surveys, evaluations, designs of improvements, studies or other diligence reports including, without limitation, environmental, biological, wildlife and cultural resource assessments, wetlands delineations, borings and compaction surveys, and geotechnical, hazardous materials, water, groundwater and soil tests that Optionee may desire (collectively, the **"Feasibility Studies"**). Without limiting the generality of the foregoing, Owner specifically grants Optionee the right to install, operate and maintain equipment and temporary structures on the Property for the purpose of completing the Feasibility Studies, including, without limitation, the right to install meteorological evaluation towers or other equipment needed to perform the Feasibility Studies during the Investigation Period (collectively, the **"Equipment"**). The Equipment may be connected to any available public utility for purposes of providing utility services to the Equipment. If this Agreement terminates and the Parties do not consummate the purchase and sale transaction contemplated hereunder, then within ninety (90) days after termination of this Agreement, Optionee shall remove all Equipment from the Property and restore the portions of the Property on which Equipment was installed to a condition reasonably similar to the condition that existed as of the date the Equipment was installed. Notwithstanding anything to the contrary contained herein, Optionee shall have the right to perform a Phase II environmental assessment on the Property if the same is recommended or required by any of the Feasibility Studies or Approvals (including any recommended testing, boring and sampling). The Feasibility Studies shall be performed at Optionee's sole cost and expense. Optionee shall not be responsible for any diminution in value or environmental remediation resulting from the discovery of a pre-existing condition on the Property not physically caused by Optionee regardless of how or when the condition is discovered; provided, however, Optionee shall be responsible for any exacerbation of such condition to the extent that such exacerbation was physically and negligently caused by Optionee. Optionee shall indemnify Owner from and against any and all expenses, damages, claims, suits and causes of action from third parties related to the Feasibility Studies (collectively, the **"Liabilities"**); provided, however, the foregoing indemnity obligation does not apply (a) to any crop damages on the Property or other sums, damages or obligations under any agricultural lease; (b) to the extent Optionee is not liable therefor as provided above; or (c) to any Liabilities caused by Owner's negligence, gross negligence or willful misconduct.

2.2. Approvals; Interconnection Studies; Power Purchase Agreements. During the Investigation Period and continuing until the Closing Date, Optionee, at its sole expense, may, in Optionee's sole discretion, seek all zoning changes, variances, subdivision approvals, environmental permits, site development approvals, regulatory approvals or other permits, entitlements or approvals relating to Optionee's anticipated use of the Property and any necessary subdivision from the Premises (collectively, the **"Approvals"**). Owner agrees to provide its reasonable cooperation with Optionee to assist Optionee in securing any Approvals or in completing the Feasibility Studies. Specifically, Owner agrees to execute all necessary documents, including but not limited to a limited

power of attorney, to allow Optionee to submit applications, requests, plats, or other documents related to the Approvals, as Optionee may request. At no out of pocket expense to Owner, the Approvals may be applied for in Owner's name, if necessary. Optionee shall also have the exclusive right to enter into any interconnection studies or requests and power purchase agreements that Optionee chooses to pursue relating to the Property or Optionee's anticipated use of the Property, so long as said studies, requests or agreements create no liability on the part of or costs to the Owner.

2.3. Owner Premises Information. Within ~~fifteen~~thirty (~~15~~30) days after the Effective Date, Owner shall deliver to Optionee, to the extent any of the following are within Owner's possession or control, copies of all: (i) existing surveys of the Premises; (ii) reports (including title reports), analyses, studies, appraisals and documents relating to the title to, or the physical or environmental condition of, the Premises; (iii) permits, approvals and entitlements issued for the Premises; (iv) notices of violations with respect to the Premises; (v) documents relating to pending or threatened administrative actions, litigation or condemnation proceedings affecting the Premises; (vi) copies of all unrecorded interests in the Premises (or any portion thereof), including, without limitation, any leases, easements or licenses; and (vii) other materials that have, or reasonably may have, any material impact on the use or condition of the Premises.

3. Purchase Price. If Optionee exercises the Option, then Optionee shall, subject to the terms of this Agreement, purchase the Property (as described in the Notice of Exercise) from Owner for the amount equal to the Purchase Price, as defined and set forth in Exhibit A. The Purchase Price shall be payable on the Closing Date (as hereinafter defined) by wire transfer of immediately available funds, subject to any credits or adjustments provided for in this Agreement. The gross acreage of the Property for purposes of determining the Purchase Price shall be determined by one of the following selected by Optionee: (i) Optionee's Survey; (ii) the Plat; or (iii) a registered public land surveyor retained by and at the cost of the Optionee.

4. Title and Survey.

4.1. Title Insurance. At any time during the term of this Agreement, Optionee may, at Optionee's sole cost and expense, obtain a commitment of title insurance (a "**Commitment**") issued by a title ~~insurer~~insurance company licensed to conduct business by the Texas Department of Insurance of Optionee's choice (the "**Title Company**"). The form Commitment must be in a form acceptable to Optionee promulgated by the Texas Department of Insurance.

4.2. Survey. At any time during the term of this Agreement, Optionee may, at Optionee's sole cost and expense, obtain a survey of the Premises and/or the Property (a "**Survey**") to be prepared by a Texas Registered Professional Land Surveyor in accordance with Optionee's requirements. If Optionee elects to obtain a Survey, the Survey shall contain a legal description of the Property, which description, at Optionee's election, may be used in the Deed (as hereinafter defined) and in the Commitment and Optionee's title policy.

4.3. Objections to Title and Survey Matters. If a title examination, Commitment, Survey or other document related to the Property (collectively, the "**Title Documents**") discloses any matter adversely affecting title to the Property to which Optionee objects (each, a "**Title Objection**"),

Optionee shall have the right to object by sending Owner written notice (each, a **"Title Objection Notice"**) within twelve (12) months of the Effective Date. Owner agrees to diligently attempt to cure or otherwise have removed from the Commitment and/or Survey, all Title Objections; provided, however, if Owner is not willing or able to cure certain Title Objections, Owner shall notify Optionee in writing of the same within ten (10) days after Owner receives the Title Objection Notice. If Owner is unable or fails to cure all Title Objections on or before the date for Closing, then Optionee may, at its option, elect to: (i) waive any uncured Title Objection and proceed to Closing; or (ii) terminate this Agreement by written notice to Owner (the **"Termination Notice"**), in which case (A) the Option Payment (less the Independent Consideration) shall be refunded to Optionee within ten (10) business days of Owner's receipt of the Termination Notice, and (B) neither Owner (upon its satisfaction of its obligations in part '(A)' above) nor Optionee shall have any further rights or obligations hereunder or liability to the other Party by reason of this Agreement (except with respect to the provisions of this Agreement that survive termination). Notwithstanding anything in this Agreement to the contrary, prior to or contemporaneously with the Closing, Owner shall be obligated to satisfy, remove, discharge or cause to be released or removed from the Commitment and/or Survey: (i) encumbrances which have been voluntarily recorded or otherwise placed or permitted to be placed by Owner against the Property on or following the Effective Date without Optionee's prior consent; (ii) the standard preprinted exceptions in the Title Commitment which can be removed by Owner's execution of a standard seller or owner's affidavit at Closing; and (iii) mortgages, deeds of trust, security instruments, financing statements or other instruments which evidence or secure indebtedness, judgments and liens against the Property, including, without limitation, mechanics' liens, judgment liens, child support liens, tax liens, and real or personal property taxes or assessments for property taxes and assessments payable prior to Closing any of which remain unpaid as of the Closing Date (collectively, the **"Mandatory Title Removal Items"**). Mandatory Title Removal Items shall automatically be deemed Title Objections and need not be included in any Title Objection Notice or New Title Objection Notice (defined below). In the event that Owner fails to satisfy, correct, or cure all of the Mandatory Title Removal Items on or before the date of Closing, Optionee may elect to: (i) waive any uncured Mandatory Title Removal Items and proceed to Closing; or (ii) terminate this Agreement by delivering a Termination Notice, in which case (A) the Option Payment (less the Independent Consideration) shall be refunded to Optionee within ten (10) business days of Owner's receipt of the Termination Notice, and (B) neither Owner (upon its satisfaction of its obligation in part '(A)' above) nor Optionee shall have any further rights or obligations hereunder or liability to the other Party by reason of this Agreement (except with respect to the provisions of this Agreement that survive termination). If there are any Title Objections which can be cured by the payment of money, including, without limitation, any Mandatory Title Removal Items, Optionee shall have the right to cure the same, at Optionee's election, and any sums so expended shall be credited against the Purchase Price at Closing. Notwithstanding anything contained herein to the contrary, upon Optionee's written request, Owner shall reasonably cooperate with Optionee's efforts in removing any Title Objection.

4.4. Commitment and Survey Updates. At any time, Optionee shall have the right to have its Title Documents updated, revised or supplemented, and if any such update, revision or supplement discloses any defect or matter, not already considered a Title Objection, to which Optionee objects (other than Mandatory Title Removal Items that Owner shall in all cases cause to have satisfied or otherwise released at the Closing pursuant to Section 4.3 hereof) (each, a **"New Title**

Objection”), then Optionee shall notify Owner thereof by sending written notice (“**New Title Objection Notice**”). Owner agrees to diligently attempt to cure or otherwise have removed from the Commitment and/or Survey, all New Title Objections; provided, however, if Owner is not willing or able to cure certain New Title Objections, Owner shall notify Optionee in writing of the same prior to the earlier of (A) ten (10) days after Owner receives the New Title Objection Notice, or (B) one business day prior to the date for Closing. If Owner is unable or fails to cure all New Title Objections on or before the Closing Date, then Optionee may, at its option, elect to: (i) waive such New Title Objections and proceed to Closing; or (ii) terminate this Agreement by delivering a Termination Notice, in which case (A) the Option Payment (less the Independent Consideration) shall be refunded to Optionee within ten (10) business days of Owner’s receipt of the Termination Notice, and (B) neither Owner (upon its satisfaction of its obligation in part ‘(A)’ above) nor Optionee shall have any further rights or obligations hereunder or liability to the other Party by reason of this Agreement (except with respect to the provisions of this Agreement that survive termination).

4.5. Permitted Exceptions. Any matters appearing on Optionee’s Commitment and/or Survey to which Optionee does not object pursuant to Section 4.3 or Section 4.4 above, together with any Title Objections waived by Optionee pursuant to Section 4.3(i) above and any New Title Objections waived by Optionee pursuant to Section 4.4(i) above, shall be deemed to be “**Permitted Exceptions**” hereunder.

4.6. Judgment Affidavit. If the Commitment, including any update thereto, discloses judgments, bankruptcies or other returns against other persons or entities having names the same as or similar to that of Owner, on request from Optionee, Owner shall deliver to the Title Company affidavits (each a “**Judgment Affidavit**”) showing that such judgments, bankruptcies or other returns are not against Owner in order to request the Title Company to omit exceptions with respect to such judgments, bankruptcies or other returns or to insure over same. Each Judgment Affidavit requested by Optionee shall be considered an Owner Closing Deliverable and must be on a form reasonably approved by Optionee.

5. Conditions to Closing. The Parties understand and agree that the obligation of Optionee to purchase the Property following its exercise of the Option is expressly contingent upon the achievement or satisfaction of each of the following conditions precedent (collectively the “**Closing Conditions**”), to the satisfaction of Optionee:

5.1. Title and Survey. Title to the Property shall be good and marketable, with valid title of record, and insurable at regular rates by the Title Company, subject only to the Permitted Exceptions and such other matters as are approved in writing by Optionee, in its sole discretion, prior to the Closing. For avoidance of doubt; if Owner fails to discharge and remove of record (i) any Title Objections or New Title Objections that Owner has agreed to cure pursuant to Section 4.3 or Section 4.4 above, or (ii) Mandatory Title Removal Items, on or prior to the Closing Date, then at Optionee’s election, such failure shall constitute an unsatisfied or unperformed Closing Condition.

5.2. Environmental Matters. There shall have been no change in the environmental condition of the Property since the date upon which Optionee shall have had a Phase I (and if applicable, Phase II) environmental assessment of the Property performed.

5.3. Adverse Changes. There shall have been no adverse changes in (i) the legal or physical access to the Property, or (ii) the availability, adequacy and reasonable cost of or for all utilities that will be necessary to serve Optionee's proposed development of the Property or the institution of any moratoriums or related capacity limitation.

5.4. Representations and Warranties. There shall be no breach of the representations and warranties of Owner set forth in this Agreement.

5.5. Covenants and Agreements. Owner shall have observed and performed each covenant and agreement to be observed and performed by it under this Agreement, including delivering all Owner Closing Deliverables prior to the Closing Date. Before the Closing Date, the Owner Closing Deliverables (defined hereinafter) must be approved by Optionee.

If any of the Closing Conditions have not been satisfied or performed on or as of the Closing Date, Optionee shall have the right to: (i) terminate this Agreement by giving notice to Owner, in which event the Option Payment (less the Independent Consideration) shall be promptly refunded to Optionee, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void; or (ii) waive such failure of condition and proceed to Closing.

6. Closing. If Optionee exercises the Option, then closing of the sale and purchase of the Property (the "**Closing**") shall be on such date as Optionee may determine (the "**Closing Date**"), subject to the satisfaction of the Closing Conditions and the availability of the Title Company, provided that the Closing Date shall occur no later than forty-five (45) days following the date on which Optionee exercised the Option unless otherwise agreed to between Owner and Optionee. Notwithstanding anything herein to the contrary, Optionee shall have a one-time right to extend when the Closing Date may occur, with written notice to Owner, by a period of time up to thirty (30) days. Closing shall take place through escrow by delivering documents and funds to Title Company so that neither Party is required to be physically present. At Closing, Owner shall grant and convey to Optionee, by the Deed, free and clear of all liens and encumbrances except for Permitted Exceptions, good and marketable fee simple title to the Property as such will be insurable by Title Company. On the Closing Date, possession of the Property shall be given to the Optionee.

7. Proration of Items and Expenses at Closing. Owner shall be responsible for the cost of the following: (i) all matters of title clearance required under this agreement, including the cost of satisfying, canceling, and releasing all Mandatory Title Removal Items, (ii) Owner's attorneys' fees, and (iii) any recording fees incurred in connection with the recording of the Deed. Optionee shall be responsible for the cost of the following: (i) any title examination and title insurance costs (except for costs associated with remedial actions to clear title expressly allocated to Owner herein), including escrow fees charged by Title Company and the premium for Optionee's title insurance policy, (ii) the costs of any surveys, including the Survey, and (iii) Optionee's attorney's fees. All state and local real estate taxes and special assessments levied or assessed against the Property for the tax year in which Closing occurs shall be prorated as of the Closing Date based on the most current tax information for the Property (which may be the current tax information for the Premises), with Optionee receiving a credit at Closing in the amount of the unpaid real estate taxes or assessments which accrue during the year of Closing. If the most recently available tax information for the Property includes land or

improvements that are not within the bounds of the Property, then real estate taxes shall be prorated on a per-acre basis so that Optionee pays no taxes attributable to land or improvements not within the bounds of the Property. Any roll back taxes, special assessments and other similar charges (whether or not past due) resulting from action or inaction of Owner (inclusive of Owner's failure to make required filings necessary to maintain the real estate tax deferment status of the Property) shall be paid in full by Owner on or prior to the Closing Date. Likewise, any roll back taxes, special assessments and other similar charges, resulting from Optionee's receipt of the Approvals or due to Optionee's exercise of its rights under Section 2 of this Agreement, shall be paid in full by Optionee when due, regardless if assessed before or after the Closing Date.

8. Closing Deliveries.

8.1. Deliveries by Owner. At the Closing, Owner shall deliver to Optionee or the Title Company, as appropriate, the following (collectively, the **"Owner Closing Deliverables"**):

8.1.1. A special warranty deed substantially in the form of Exhibit E attached hereto (the **"Deed"**), conveying good and marketable fee simple title in and to the Property to Optionee, free and clear of all liens and encumbrances (other than the Permitted Exceptions), duly executed and acknowledged by Owner;

8.1.2. a certificate executed by Owner, confirming that each of the representations and warranties of Owner set forth in Section 11 are true and correct as of the Closing Date, and that Owner has fully performed all of the covenants of Owner set forth in this Agreement;

8.1.3. an affidavit that Owner is not a "foreign person" as such term is defined in Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended, duly executed by Owner;

8.1.4. a settlement statement prepared by the Title Company (or, if none, by Optionee), duly executed by Owner;

8.1.5. all consents, authorizations or approvals which may be required from any third person or entity in connection with the sale of the Property;

8.1.6. an affidavit as to debts, liens and possession, in a form reasonably approved by the Title Company and sufficient to allow the Title Company to delete the "standard exceptions" in a title insurance policy, including, but not limited to; (i) rights of parties in possession; (ii) rights of tenants in possession; (iii) any claim related to the Perishable Agricultural Commodities Act or the Packers and Stockyards Act; and (iv) any lien, or right to lien, for services, labor, supplies or materials heretofore or hereafter furnished, imposed by law and not shown among the public records; and

8.1.7. any other document, affidavit, instrument, or agreement reasonably requested by Optionee, Optionee's counsel or the Title Company or as required by or

for any Approval to consummate the transactions contemplated hereby or to certify Optionee's title to the Property.

8.2. Deliveries by Optionee. At the Closing, Optionee shall deliver to Owner or the Title Company, as appropriate, the following:

8.2.1. the Purchase Price, subject to prorations and other adjustments as provided in Section 4 and Section 7 above;

8.2.2. a settlement statement prepared by the Title Company, duly executed by Optionee; and

8.2.3. any other document, affidavit, instrument, or agreement reasonably requested by Owner or the Title Company or as required by or for any Approval to consummate the transactions contemplated hereby.

9. Right to Assign; Estoppel. Optionee shall have the right to assign or transfer its interest pursuant to this Agreement in full or in part without Owner's consent, *provided* that Optionee shall provide written notice of any assignment within thirty (30) days after such assignment has occurred (each such transaction, an "**Assignment**"); and, *provided further* that any such Assignment (excluding any collateral assignments in connection with a financing) shall be expressly made subject to all of the terms, covenants, and conditions of this Agreement. An Assignment shall relieve Optionee of its obligations under this Agreement that have not yet accrued provided that the transferee of the interest assumes in writing such obligations. Optionee shall also have the right to collaterally assign or pledge its rights and interest pursuant this Agreement to a lender without Owner's consent, and Owner agrees to provide any reasonable estoppels or consents in connection with any such financing upon Optionee's request. Any such Assignment, collateral assignment or pledge shall not relieve Optionee of its obligations hereunder that accrued prior to such Assignment, collateral assignment or pledge. Within ten (10) business days of request and effective notice from Optionee, Owner shall execute an estoppel certificate certifying as to matters reasonably requested by Optionee.

10. Notices. All notices, demands, or consents required under in this Agreement shall be given in writing, and may be given (i) by hand, in which case the notice shall be deemed effective when so delivered, (ii) by certified or registered United States Mail, postage pre-paid, in which case the notice shall be deemed to be effective on the third business day following deposit, (iii) by delivery via a nationally recognized, overnight receipted courier service, in which case the notice shall be deemed to be effective on the next business day following delivery to such courier service, or (iv) by e-mail transmission, in which case the notice shall be deemed effective on the date of such transmission, in each case delivered to the Parties at their respective addresses listed below (or at such other address as either may specify to the other in notice under this section):

Notice to Owner: To the Owner's Address set forth in Exhibit A

Notice to Optionee: Rocky Mountain Energy Development, LLC
 250 Nicollet Mall
 Suite 800 & 900
 Minneapolis, MN 55401
 Attn: Deputy General Counsel
 Telephone: 612-851-3000
 Email: notices@castlelake.com &
operations@rmenergydevelopment.com

If notice that otherwise fulfills the requirements of this section is rejected by the addressee, or if an addressee refuses to accept such notice, or if a change in address for which no notice was given causes the notice to be undeliverable, then the notice is effective upon the occurrence of such rejection, refusal or undeliverability.

11. **Representations, Warranties, and Covenants.** Owner hereby covenants and makes the following representations and warranties, each of which shall be deemed remade as of the Closing Date and shall survive the Closing and delivery of the Deed and the expiration or earlier termination of this Agreement:

11.1. **No Litigation; Compliance with Law; Condemnation.** No litigation is pending, and, to Owner's Knowledge, no litigation or administrative actions are proposed, threatened, or anticipated with respect to any matter affecting the Premises, this Agreement, or Owner's title to the Premises whether commenced by a third party or Owner. No condemnation actions or proceedings are pending, and to Owner's Knowledge, no condemnation actions are proposed, threatened, or anticipated with respect to the Premises. If Owner learns of any litigation, administrative action or condemnation proceeding proposed, threatened, or instituted with respect to the Premises or this Agreement, Owner shall give Optionee prompt notice thereof, and Owner shall support and consent to any efforts by Optionee to intervene in such proceeding. To Owner's Knowledge, the Premises is in compliance with all applicable laws, ordinances, rules, statutes and regulations, including, without limitation, all local zoning, subdivision, land use and environmental laws, ordinances, rules, statutes and regulations. To Owner's Knowledge there are no planned special assessments made against, or public improvements planned for, the Premises or any portion thereof.

11.2. **Title; Right to Grant Option.** Owner is the sole owner of fee simple title to the surface estate of the Property. Owner has all necessary authority to grant the Option to Optionee and perform all of Owner's obligations under this Agreement without the consent, authorization or approval of any other party. Owner is not subject to any law, order, decree, restriction or agreement that would be violated by entering into this Agreement or by the consummation of the transactions

contemplated by this Agreement. There are no options, rights of first refusal, contracts to purchase, leases (unless otherwise noted in Section 11.3), unrecorded easements, unrecorded licenses, unrecorded mortgages, unrecorded deeds of trust, reversionary rights or similar interests.

11.3. Encumbrances. From the Effective Date until the earlier of Closing or the termination of this Agreement, Owner shall not grant or consent to any leases, liens, zoning restrictions, easements, licenses, mortgages, deeds of trust, reversionary rights, rights-of-way or similar interests concerning the Property without obtaining Optionee's prior written consent, which may be withheld in Optionee's sole discretion. There are no adverse or other parties in possession of the Property.

To Owner's Knowledge, there are no unrecorded encumbrances affecting the Property including, without limitation, any oral or written farming leases, grazing leases or hunting leases. As of the Effective Date, Owner is not engaged, and has not previously engaged, in the cultivation of crops on the Property. During the period between Effective Date and the Closing, Owner shall not engage in, and shall not permit, the cultivation of crops on the Property.

11.4. Exclusivity. From the Effective Date until the earlier of Closing or the termination of this Agreement, Owner shall not offer the Property for sale, lease, or option to any party other than Optionee, and Owner shall not respond to any unsolicited offers to purchase, lease, or grant an option with respect to all or any part of the Property.

11.5. No Physical Alterations. Until the expiration of the Option Period, Owner shall not alter in any material respect the physical condition of the Property (including, without limitation, grading and drainage patterns) without Optionee's prior written consent, which may be granted or withheld in Optionee's sole and absolute discretion.

11.6. Hazardous Materials. To Owner's Knowledge, no substances or materials defined as hazardous or toxic under state, federal, or local laws or regulations (collectively, "**Hazardous Materials**") have been placed, stored, generated, produced, discharged, disposed of, or released on the Premises or transported to or from the Premises. Owner has not placed, stored, generated, produced, discharged, disposed of, or released Hazardous Materials on the Premises, and Owner has not transported any Hazardous Materials to or from the Premises. There are no underground storage tanks located under the Premises. Owner has not received any notice of any of the foregoing or notice of any violation of any applicable environmental law.

11.7. Legal Parcel. The Premises is comprised of a single legal parcel or multiple legal parcels created pursuant to the subdivision map act or similar statutes or regulations.

11.8. Taxes. Except as otherwise may be provided in Section 7 of this Agreement, Owner shall pay when due all property taxes and assessments assessed against the Premises during the Option Period.

11.9. No Broker's Commissions. Owner has not entered into any agreement or taken any action that will result in any obligation to pay any brokerage, finder's fee, or similar commission in

connection with this Agreement or the potential purchase and sale of the Property as contemplated in this Agreement.

11.10. No Bankruptcy or Insolvency. Owner has not: (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the U.S. or of any state, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all of its assets; (iv) given notice to any person or governmental body of insolvency; (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors; or (vi) been threatened or threatened with any of the foregoing whether voluntary or involuntary. Owner is not insolvent and will not be rendered insolvent by the performance of its obligations under this Agreement.

11.11. Subsequent Developments and Indemnity. After the Effective Date and until Closing, Owner shall keep Optionee fully informed of all subsequent developments of which to Owner's Knowledge which would cause any of Owner's representations or warranties contained in this Agreement to be no longer accurate in any material respect. Owner agrees to indemnify, defend and hold Optionee harmless from and against any and all damages, losses, obligations, liabilities, liens, penalties, causes of action, proceedings, claims, costs and expenses, including, but not limited to, fees of attorneys, experts and consultants (collectively, "**Claims**"), arising in any way out of or in connection with or as a result of any of the representations and warranties contained in this Section not being true and accurate as of the (i) Effective Date, and (ii) Closing Date. The foregoing indemnity shall include both third-party Claims asserted against Optionee as well as any Claims incurred or suffered directly by Optionee. This indemnification is in addition to any remedies set forth in **Section 13.1** and shall survive the Closing for the applicable statute of limitations (and shall not be merged into the deed).

12. Risk of Loss. All risk of loss or damage to the Property prior to Closing, including, but not limited to, loss by fire, windstorm, or other casualty, shall rest with Owner. If, prior to the Closing, the Premises or Property is damaged as a result of fire or other casualty or if after the Effective Date before Closing, all or any portion of the Premises or Property is condemned by any legally constituted authority, a notice of intent to condemn is issued for any portion of the Premises or Property, or any portion of the Premises or Property is sold in lieu of condemnation (all of which actions shall generically be referred to as a condemnation) (collectively, the "**Casualty Events**"), then Owner shall provide Optionee with written notice of such Casualty Event with sufficient details to inform Optionee of the extent of the Casualty Event. Within thirty (30) days after Optionee's receipt of such notice, Optionee shall give Owner written notice of Optionee's choice of one of the following options (each, a "**Casualty Election**"): (i) accept title to the Property without any abatement of the Purchase Price whatsoever, in which event at the Closing any insurance or condemnation proceeds payable to the Owner shall be assigned by Owner to Optionee, on an assignment form approved by Optionee, and any monies theretofore received by Owner in connection with such Casualty Event shall be paid over to Optionee; or (ii) terminate this Agreement, in which event neither party shall have any further

liability or obligation to the other hereunder except for those liabilities or obligations which survive the termination of this Agreement and the Option Payment (less the Independent Consideration) shall be returned to Optionee. In the event Optionee shall fail to timely exercise a Casualty Election, then Optionee shall be deemed to have elected to choose the second option to terminate this Agreement.

13. Defaults and Remedies.

13.1. Default by Owner. If the purchase and sale of the Property contemplated by this Agreement is not consummated on account of Owner's default, breach, failure or refusal to perform hereunder ("**Owner Default**"), and such Owner Default is not cured within ten (10) days after written notice thereof from Optionee (provided that there shall be no cure period for Owner's failure to deliver any Owner Closing Deliverables), Optionee may, at Optionee's sole option, (i) enforce specific performance of this Agreement against Owner, (ii) terminate this Agreement by written notice delivered to the Owner and, upon receipt of such notice, this Agreement shall terminate and thereafter become null and void except that (A) Owner shall immediately return to Optionee the Option Payment (less the Independent Consideration), and (B) Owner shall reimburse Optionee for all direct, out-of-pocket costs and expenses, including without limitation costs of title examination, surveys, property inspections, and attorneys' fees, or (iii) exercise any other remedies available to Optionee at law or in equity. If Optionee elects to bring a suit for specific performance to enforce Owner's obligations to convey the Property pursuant to this Agreement, Owner hereby waives any and all defenses which could exist in connection with such enforcement including any arguments regarding whether there is an adequate remedy at law to fully compensate Optionee and, to the maximum extent permitted by applicable law, Owner hereby waives any requirement for the security or posting of any bond in connection with such enforcement. The terms and conditions of this Section 13.1 shall survive the rescission, cancellation, termination, or consummation of this Agreement. The foregoing remedies are in addition to, and not in lieu of, any claims for indemnification under Section 11.11 of this Agreement.

13.2. Default by Optionee.

13.2.1. If Owner has satisfied all of its obligations and covenants under this Agreement, but the purchase and sale of the Property contemplated by this Agreement is not consummated on account of Optionee's failure or refusal to consummate the purchase and sale contemplated by this Agreement and Optionee has not terminated this Agreement pursuant to Section 1.6 or as otherwise expressly permitted herein, then Owner's sole and exclusive remedy shall be as follows: **OWNER'S SOLE AND EXCLUSIVE REMEDY SHALL BE THE RETENTION OF THE OPTION PAYMENT, AND A CLAIM FOR ALL DELINQUENT INSTALLMENTS AND FUTURE INSTALLMENTS OF THE OPTION PAYMENT. THE PARTIES EXPRESSLY AGREE SUCH RETENTION AND CLAIM ACTS AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THE PARTIES FURTHER HEREBY ACKNOWLEDGE AND RECOGNIZE THAT IT IS DIFFICULT, IF NOT IMPOSSIBLE, TO ESTIMATE MORE PRECISELY OR ACCURATELY THE DAMAGES WHICH MIGHT BE SUFFERED BY OWNER UPON OPTIONEE'S FAILURE TO CLOSE AND OWNER'S ACTUAL DAMAGES IN THE EVENT OF SUCH DEFAULT WOULD BE DIFFICULT TO ASCERTAIN,**

AND THAT SUCH LIQUIDATED DAMAGES REPRESENT THE PARTIES' BEST GOOD FAITH ESTIMATE OF SUCH DAMAGES.

13.2.2. Except as otherwise provided in Section 13.2.1 for Optionee's refusal or failure to consummate the purchase and sale transaction contemplated hereunder, in the event Optionee defaults on or breaches an obligation that accrued before Optionee terminated this Agreement pursuant to Section 1.6, and such default or breach is not cured within thirty (30) days after written notice thereof from Owner, then: **OWNER SHALL HAVE ALL REMEDIES AVAILABLE TO OWNER AT LAW OR IN EQUITY; PROVIDED, THAT OPTIONEE'S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE VALUE OF THE OPTION PAYMENT.**

13.3. Limitation on Liability. **EXCEPT IN THE CASE OF FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ANY ACTION FOR MONEY DAMAGES BY EITHER PARTY SHALL BE LIMITED TO ACTUAL MONEY DAMAGES AND SHALL NOT INCLUDE SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.**

14. Miscellaneous Provisions.

14.1. Successors and Assigns. The terms and provisions of this Agreement shall run with the Premises and be binding on, and inure to the benefit of, the successors and permitted assigns of the Parties.

14.2. Entire Agreement; Further Assurances. This Agreement constitutes the entire agreement between the Parties and supersedes any other prior understandings and agreements. This Agreement shall not be amended or modified in any way except by an instrument signed by the Parties. The Parties shall at all times hereafter execute any documents and do any further acts which may be reasonably necessary to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions hereof, so long as the requesting Party bears any financial cost (unless otherwise provided herein).

14.3. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

14.4. Time; Date. Time is of the essence with respect to all obligations under this Agreement. All deadlines set out herein shall be strictly construed without considering weekends or legal holidays; provided, however: (i) the term "business day" means any day of the calendar week other than Saturday, Sunday or other day on which the majority of banks located in the County (as defined in Exhibit A) are required to be closed pursuant to any applicable law, order or regulation; and (ii) if the deadline to perform an obligation, send or receive a notice or exercise any right under this Agreement (each a "**Deadline**") falls on a non-business day, such Deadline shall be extended to the next business day. Each Deadline will expire on the applicable date at 10:00 p.m. Central Standard Time.

14.5. Confidentiality. To the extent permitted by law, Owner shall maintain in the strictest confidence, for the benefit of Optionee, all information pertaining to this Agreement and the Feasibility Studies and the terms and conditions of this Agreement, including, without limitation, the monetary value set for the Purchase Price and Option Payment. Optionee acknowledges that Owner is subject to the Texas Open Meetings Act.

14.6. Construction; Severability. As used herein, the phrase **“Owner’s Knowledge”** means both: (a) what Owner actually knew as of the Effective Date; and (b) what Owner should have known as of the Effective Date after reasonable investigation and inquiry. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances, other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law. The headings of sections and paragraphs in this Agreement are for convenience only, and shall not be considered a part of this Agreement or considered in interpretation or construction of any provision of this Agreement. Each Party has cooperated in the drafting and preparation of this Agreement and, therefore, in any construction to be made of this Agreement, the same shall not be construed against either Party. The singular of any term, including any defined term, shall include the plural and the plural of any term shall include the singular. Provisions in this Agreement in **“bold”** type and/or all capital letters are unequivocal and satisfy any requirements at law or in equity that provisions be conspicuously marked, identified or highlighted.

14.7. Waiver. Any failure or delay by Optionee at any time, or from time to time, to enforce or require strict performance of any of the terms and conditions of this Agreement shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way or affect or impair the right of Optionee at any time to avail itself of any rights, powers or remedies available or to enforce strict compliance of the terms or conditions of this Agreement.

14.8. Attorneys’ Fees and Expenses. Should either Party be required to resort to legal action to enforce any of its rights under this Agreement, the Prevailing Party in any such dispute shall be entitled to reimbursement from the other Party thereto for all reasonable expenses and costs including, without limitation, all reasonable attorneys’ fees incurred in enforcing such Party’s rights, including such fees incurred due to any appeal. **“Prevailing Party”** means the Party who substantially obtains or defeats the relief sought, as the case may be, by binding final non-appealable adjudication or mutual settlement.

14.9. Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument. Signatures to this Agreement (except the Memorandum) may be delivered by electronic means (e.g., by .pdf or by DocuSign) with the same effect as a physical signature.

14.10. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY PROCEEDINGS BROUGHT BY THE OTHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE TRANSACTION, THIS AGREEMENT, THE PROPERTY, OR THE

RELATIONSHIP OF OPTIONEE AND OWNER HEREUNDER. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING (AND NOT BE MERGED THEREIN) OR ANY EARLIER TERMINATION OF THIS AGREEMENT.

[signature pages follow]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective as of the Effective Date.

OWNER:

Eden Economic Development Corporation,
a Texas Economic Development Corporation

By: _____
Name: **Brent Frazier**
Title: **Vice President**

Date: _____

STATE OF _____ §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 202__ by **Brent Frazier, the Vice President of Eden Economic Development Corporation, a Texas Economic Development Corporation.**

[SEAL]

Notary Public
My commission expires: _____

[signature pages continue]



PEREGRINE ENERGY

ROCKY MOUNTAIN ENERGY DEVELOPMENT

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective as of the Effective Date.

OPTIONEE:

Rocky Mountain Energy Development, LLC,
a Delaware Limited Liability Company

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

Purchase Option Agreement Terms

Owner	Eden Economic Development Corporation, a Texas Economic Development Corporation, by Brent Frazier, Vice President (the " Owner ")
Owners' Address and email	120 Paint Rock Street, Eden, TX 76837 PO Box 1182, Eden, TX 76837 econdev@edentexas.com
Premises	The Premises consists of an estimated 28.05 acres, plus or minus, of real property, as more particularly described on <u>Exhibit B</u> and located in Concho County (the " County "), Texas (the " State "), Parcel Number(s): R000037342
Property	The Property consists of an estimated 20 acres, plus or minus, of real property, in Concho County, (the " County ") Texas (the " State ") as more particularly depicted on <u>Exhibit B</u> ; provided, however, the Parties agree and acknowledge that such acreage amount is an approximate estimation, and that the identification of the Property shall be ascertained in accordance with Section 1.4 of this Agreement, and the final acreage of the Property shall be determined pursuant to Section 3 of this Agreement.
Option Period	The period commencing on the Effective and continuing for four (4) years thereafter (the " Option Period ")
Option Payment	" Option Payment " means each of the following installment payments when such payments are due and/or paid to Owner: (i) Sixteen Thousand Eight hundred and 00/100 Dollars (\$ 16,800.00) due thirty (30) business days after the Effective Date; (ii) Eight Thousand Four hundred and 00/100 Dollars (\$8,400.00) due on the first anniversary of the Effective Date; and (iii) Eight Thousand Four Hundred and 00/100 Dollars (\$8,400.00) due on the second anniversary of the Effective Date.
Purchase Price	Six Thousand and 00/100 Dollars (\$ 6,000.00) per gross acre of the Property as determined by Section 3 of this Agreement (the " Purchase Price "), less payments made to Owner under the Option Payment as of the Closing Date

Exhibit B

Legal Description of the Premises

Tracts 8A through 12A and Tracts 15A through 19A of the Replat of Eden Industrial Park according to plat and dedication recorded in Cabinet 1, Slide B69, Plat Records, Concho County, Texas.

Exhibit C**Depiction of the Property**

This Exhibit C is inserted to reference the approximate location and area of the Property and in no way shall the depiction in Exhibit C be used to limit or restrict the size, location or area of the Property; provided, that the Parties agree the Property shall be deemed to exclude Tract 13A of the Replat of Eden Industrial Park recorded in Cabinet 1, Slide B69, Plat Records, Concho County, Texas. Owner and Optionee acknowledge that the depiction of the Property set forth in this Agreement technically may be legally insufficient for the purpose of supporting an action for enforcement of this Agreement. Because the Parties desire to execute this Agreement to provide for the right of enforcement, Owner and Optionee agree that: (i) they are familiar with the location of all of the Property; and (ii) each Party waives any and all claims of an insufficient legal description, including, but not limited to, any and all claims under the Statute of Frauds.

Exhibit D

Form of Memorandum of Agreement

[see attached]

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

After recording return to:

Rocky Mountain Energy Development, LLC
 250 Nicollet Mall
 Suite 800 & 900
 Minneapolis, MN 55401
 Attn: Deputy General Counsel

MEMORANDUM OF PURCHASE OPTION AGREEMENT

THIS MEMORANDUM OF PURCHASE OPTION AGREEMENT (this "**Memorandum**"), is made and entered into effective as of the ____ day of _____, 202__ (the "**Effective Date**") by and among **Eden Economic Development Corporation, a Texas Economic Development Corporation ("Owner")**, having a mailing address of **PO Box 1182, Eden, TX 76837**, and Rocky Mountain Energy Development, LLC, a Delaware Limited Liability Company ("**Optionee**"), having a mailing address of 250 Nicollet Mall, Suite 800 & 900, Minneapolis, MN 55401. Owner and Optionee are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Owner is the fee simple owner of the surface estate of that certain real property in **Concho** County, Texas (the "**County**") that is more particularly described on Exhibit A-1 attached hereto (the "**Premises**").

B. As of the Effective Date, the Parties have entered into that certain Purchase Option Agreement (the "**Agreement**"), pursuant to which Owner granted to Optionee the exclusive right and option to purchase all or a portion of that certain portion of the Premises that is depicted on Exhibit B-1 attached hereto ("**Property**"), on the terms and conditions set forth in the Agreement (the "**Option**").

C. The Parties desire to execute and record this Memorandum to evidence the existence and certain terms of the Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Recitals; Capitalized Terms. The foregoing Recitals are incorporated into this Memorandum by this reference. Capitalized terms used in this Memorandum and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Grant of Option. Owner has granted to Optionee the Option to purchase all or any portion of the Property, as more particularly set forth and described in the Agreement.

3. Option Period. The term of the Option shall commence on the Effective Date and expire on the **fourth (4th)** anniversary of the Effective Date of the Agreement (the “**Option Period**”) unless earlier terminated pursuant to the Agreement. The Option is exercisable by Optionee any time during the Option Period in accordance with the terms set forth in the Agreement.

4. Purpose of Memorandum. This Memorandum, when recorded in the official public records of the County, is intended to serve as public notice of the existence of the Agreement and the rights of Optionee under the Agreement with respect to the Option and the Property. This Memorandum does not describe or refer to all of the terms or conditions contained in the Agreement with respect to the Option, nor is this Memorandum intended to modify, amend or vary any of the terms or conditions set forth in the Agreement with respect to the Option. Reference should be made to the Agreement for a more detailed description of all matters contained in this Memorandum.

5. Conflict. In the event of any conflict between the terms of the Agreement and this Memorandum, the terms of the Agreement shall control. This Memorandum shall not be construed to define, limit or modify the Agreement.

6. Successors and Assigns. The terms and conditions of the Agreement with respect to the Option shall bind and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the respective party.

7. Terms Run With the Land. The Option and the terms and conditions set forth in the Agreement with respect to the Option shall run with and bind the Property, and shall be binding upon Owner and their legal representatives, heirs, successors and assigns, and shall benefit Optionee’s interest in the Property.

8. Miscellaneous. This Memorandum may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one document. This Memorandum shall for all purposes be governed by and construed in accordance with the laws of the State of Texas.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first above written.

OWNER:

Eden Economic Development Corporation,
a Texas economic development corporation

By: _____

Name: **Brent Frazier**

Title: **Vice President**

STATE OF _____ §

§

COUNTY OF §

son

The foregoing instrument was acknowledged before me this _____ day of _____, 202__ by **Brent Frazier, the Vice President of Eden Economic Development Corporation, a Texas Economic Development Corporation.**

[SEAL]

Notary Public

My commission expires:

[signature pages continue]

OPTIONEE:

Rocky Mountain Energy Development, LLC
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

§

The foregoing instrument was acknowledged before me this _____ day of _____, 202__ by _____, the _____ of Rocky Mountain Energy Development, LLC, a Delaware limited liability company.

[SEAL]

Notary Public

My commission expires: _____

EXHIBIT A-1
LEGAL DESCRIPTION OF PREMISES

Tracts 8A through 12A and Tracts 15A through 19A of the Replat of Eden Industrial Park recorded in Cabinet 1, Slide B69, Plat Records, Concho County, Texas.

EXHIBIT B-1
PROPERTY



Exhibit E

Form of Special Warranty Deed

[see attached]

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

After recording return to:
Rocky Mountain Energy Development, LLC
250 Nicollet Mall
Suite 800 & 900
Minneapolis, MN 55401
Attn: Deputy General Counsel

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF §
§

THAT, WHEREAS, (the “**Grantor**”) whose mailing address is , is the fee simple owner of the surface estate of the Land(as defined below);

WHEREAS, Grantor and Rocky Mountain Energy Development, LLC, a Delaware Limited Liability Company, (the “**Grantee**”), whose mailing address is 250 Nicollet Mall, Suite 800 & 900, Minneapolis, MN 55401, are parties to that certain Purchase Option Agreement dated , a memorandum of which is recorded as Document Number in the official public property records of County, Texas (the “**Agreement**”); and

WHEREAS, Grantor and Grantee desire to close on the Agreement by having Grantor execute this Deed.

NOW, THEREFORE, Grantor, the duly authorized owner of the Land (as defined below), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has **GRANTED, SOLD** and **CONVEYED**, and by these presents does hereby **GRANT, SELL** and **CONVEY**, unto Grantee, that certain real property described in **Exhibit A** which is attached hereto and incorporated herein for all purposes (the “**Land**”), together with: (i) all improvements, structures, and facilities on the Land (the “**Improvements**”); (ii) all rights, privileges, easements and appurtenances pertaining to the Land; (iii) all of Grantor's right, title and interest in and to any alleys, strips or gores adjoining the Land and all of Grantor's rights of ingress and egress to the Land, including, without limitation, any easements, rights-of-way, rights or other interests in, on, under or to any land, highway, street, road, right-of-way, or avenue, open or proposed, in, on, under, across, in front of, abutting or adjoining the Land; and (iv) all development rights, utility capacity, governmental approvals, licenses and permits (including all water, sewer, and

drainage capacity currently held by Grantor, if any, for the Land on the date hereof), to the extent they relate to the ownership, use, leasing, maintenance, service or operation of the Land (the Land, together with the foregoing interests being referred to herein as the **“Property”**).

The Property is granted, sold and conveyed by Grantor, and accepted by Grantee, subject and subordinate to the provisions of this Special Warranty Deed (**“Deed”**), including, without limitation, those matters set forth in **Exhibit B** which is attached hereto and incorporated herein for all purposes (collectively, the (**“Permitted Exceptions”**)).

Grantee by its acceptance hereof, hereby assumes and agrees to pay any and all standby fees, taxes and assessments by any taxing authority for the calendar year being the same of the Effective Date and subsequent years. Grantee hereby assumes and agrees to pay any and all subsequent taxes and assessments due to a change in the usage or ownership of the Property, including without limitation, so-called “rollback taxes,” whether by reason of this conveyance or hereafter.

Grantor hereby assigns and transfers to Grantee all claims and causes of action arising from or related to any injury, damage or loss in value to the Property or other injury to the Property that may have occurred or originated prior to the Effective Date, including any and all injures to the Land. Grantor makes no representations or warranties of any nature to Grantee as to the existence or viability of any such claims or causes of action.

TO HAVE TO HOLD the Property, together with the all the singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee’s successors and assigns forever; and Grantor does hereby bind Grantor and Grantor’s successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the Property unto Grantee and Grantee’s successors and assigns, against every person whomsoever claiming or to the claim the same, or any part thereof by, through or under Grantor, but not otherwise.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Deed has been executed by Grantor when on the date set forth below, to be effective as of the _____ day of _____, 202__ (the “Effective Date”).

GRANTOR:

STATE OF _____ §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 202__ by _____.

[SEAL]

Notary Public
My commission expires: _____

Exhibit A

The Land

[to be inserted]

Exhibit B

Permitted Exceptions

[to be inserted]

ABILENE ENVIRONMENTAL LANDFILL

AEL is permitted to provide disposal and collection of Municipal Solid Waste, Construction & Demolition Waste, Non-hazardous Industrial Class 1, 2 & 3 Waste, and Exploration & Production Waste. Exempt Railroad Commission Waste, and tire processing with disposal. Liquid solidification and disposal services are available. Plus we can provide transportation services for oil & gas, industrial, bulk solid, and liquid waste. **Everything Except Hazardous Waste.**

C&D Materials Accepted

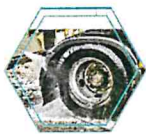
- Asbestos – friable & Asbestos non-friable
- Concrete, rocks, and bricks
- Carpet
- Gypsum (Sheetrock)
- Shingles
- Trees & Stumps
- Construction Debris

Services

- Haul MSW residential and commercial
 - Roll off dumpster hauling 20, 30, & 40 yard
 - Quick Turnaround
 - Dumpster collection and scheduling
 - Demolition and deconstruction
 - Transportation Services
 - Recycling alternatives
 - Sewage Services
 - Concrete & Slab removal
-



AEL is one of only two landfills in Texas that has no ground water. Giving waste generators peace of mind with regard to cradle to grave environmental responsibilities.



Washout services are available per TX. Dot regulations and done on-sight by AEL employees. Vacuum boxes and vacuum transport tanks can also be serviced on sight.

Know that the knowledgeable and friendly staff are geared towards making it easy for you to do business, whether you need a simple disposal site or a more complicated turnkey operation. The AEL team is comprised of high energy individuals who take pride in seeing the job done right.

Give them a call today, and let them answer any questions you may have!



MUNICIPAL REFERENCES

City of Tuscola
Genny Abercrombie
418 Graham Street
Tuscola, TX 79562
325-554-7766

City of Roby
Brandi Buckner or Jack Brown
205 W South 1st Street
Roby, Texas 79543
325-776-2271

City of Lueders
Kayla Beauchamp
201 East Main Street
Lueders, TX 79533
325-228-4522

City of Haskell
Teresa Sorrells or Winston Stephens
301 South 1st Street
Haskell, TX 79521
940-864-2333

City of Loraine
Tracy Mallion or Suzanna Epperson
111 South Main
Loraine, TX 79532
325-737-2222

COMMERCIAL REFERENCES

Collier Construction
Cache Tankersley
718 Cedar Street
Abilene, TX 79601
325-271-6185

AML Environmental
Andy Ward
5948 US-277
Abilene, TX 79606
325-677-5033

City of Eden Administrator

From: Omar Martinez <omarsabastian@yahoo.com>
Sent: Wednesday, February 22, 2023 7:41 PM
To: City of Eden Administrator
Cc: Omar Martinez
Subject: For Eden City Council to Consider and Vote to Approve
Attachments: Harrod and Petty St.jpg; Proposed street sign for John Molloy Harrod St.jpg

Request to be allowed to swap street names of Harrod and Petty streets for the following reasons.

To honor John Molloy Harrod a long standing citizen of Eden, Concho County, Texas from his date of birth July 4th, 1916 until his death and is buried in the Eden Cemetery.

He served in WWII.

He served as the Concho County Attorney for many years and his office was located where the dental office is now.

He and his wife raised three daughters named Katherine, Lillian and Margaet all of whom graduated from Eden High School.

John, his Mother and Grandparents were instrumental in obtaining the land and building for the current St Charles Catholic Church on which Petty street begins.

Petty Streets ends where John Molloy Harrod's house is located and his daughter now resides there. She would be honored for the street to be named after her Father.

There are enough Petty street signs to relocate where the current Harrod street is now. There are only three blocks. The City of Eden workers could switch the signs.

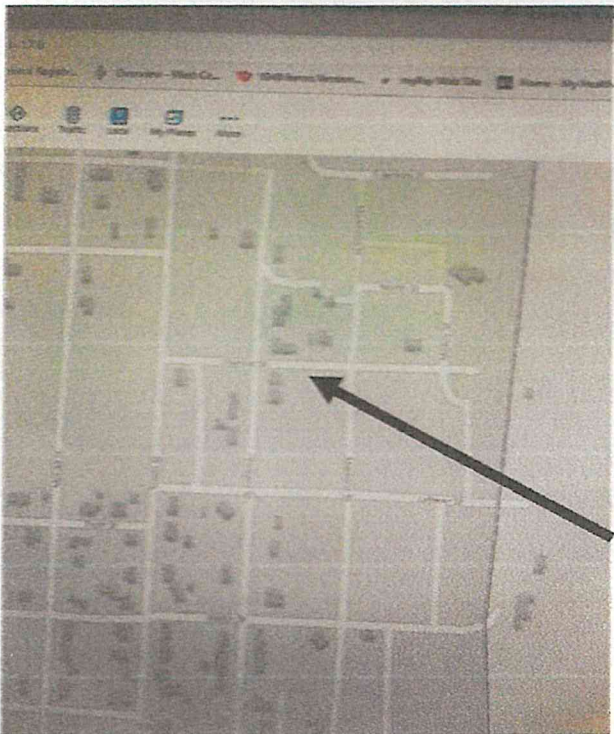
The Historic Eden Recognition Organization, a Nonprofit, will cover the cost of obtaining more John Molloy Harrod street signs from the Catholic Church to his house at the corner of now Petty St and Burnett St.

A mp of the streets are attached.

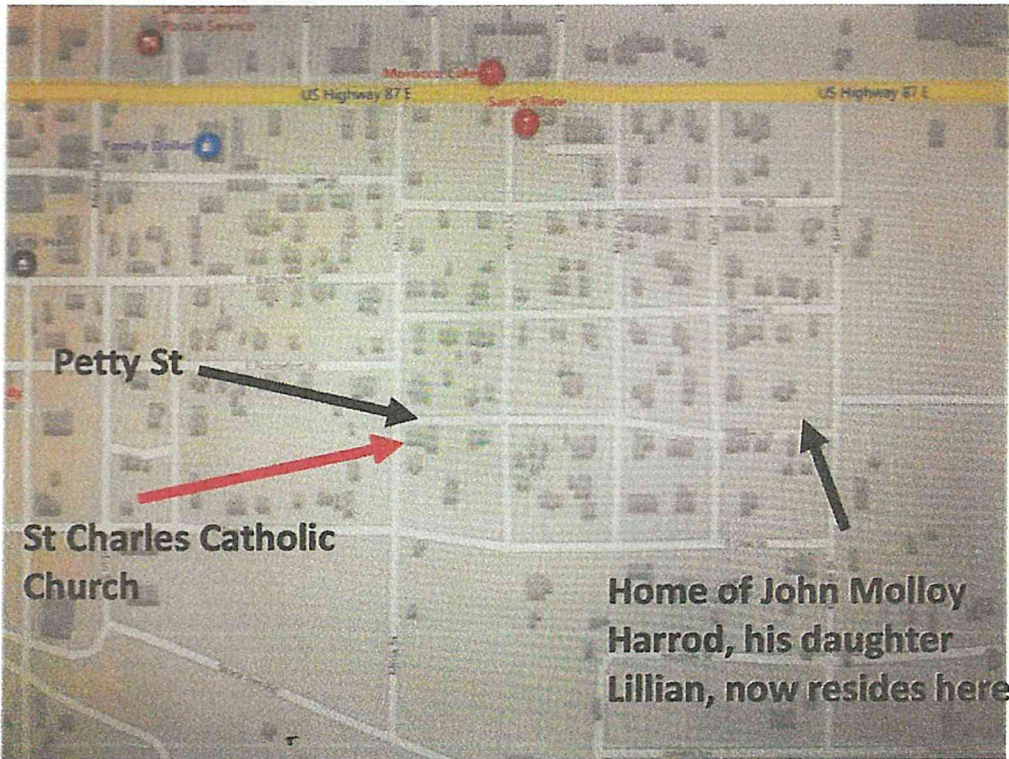
A sample of the desired street to replace current Harrod sign.

Omar Saldibar

Request to swap street locations of Harrod and Petty streets
There are enough Petty signs to replace the three block area
Of the current Harrod ST. The Nonprofit organization of Hispanic
Eden Recognition Organization will cover the cost of new signs
In the name of John Molloy Harrod to place on current Petty St.



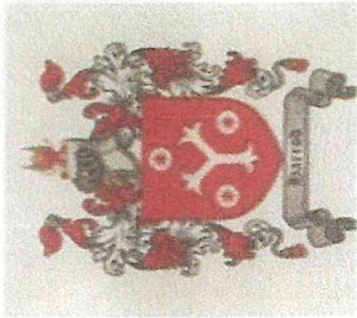
Current Harrod St
Named after John
Molloy Harrod who
Was born in Eden,
Served as County
Attorney and
Original member
Of St Charles
Catholic Church
Est 1927.



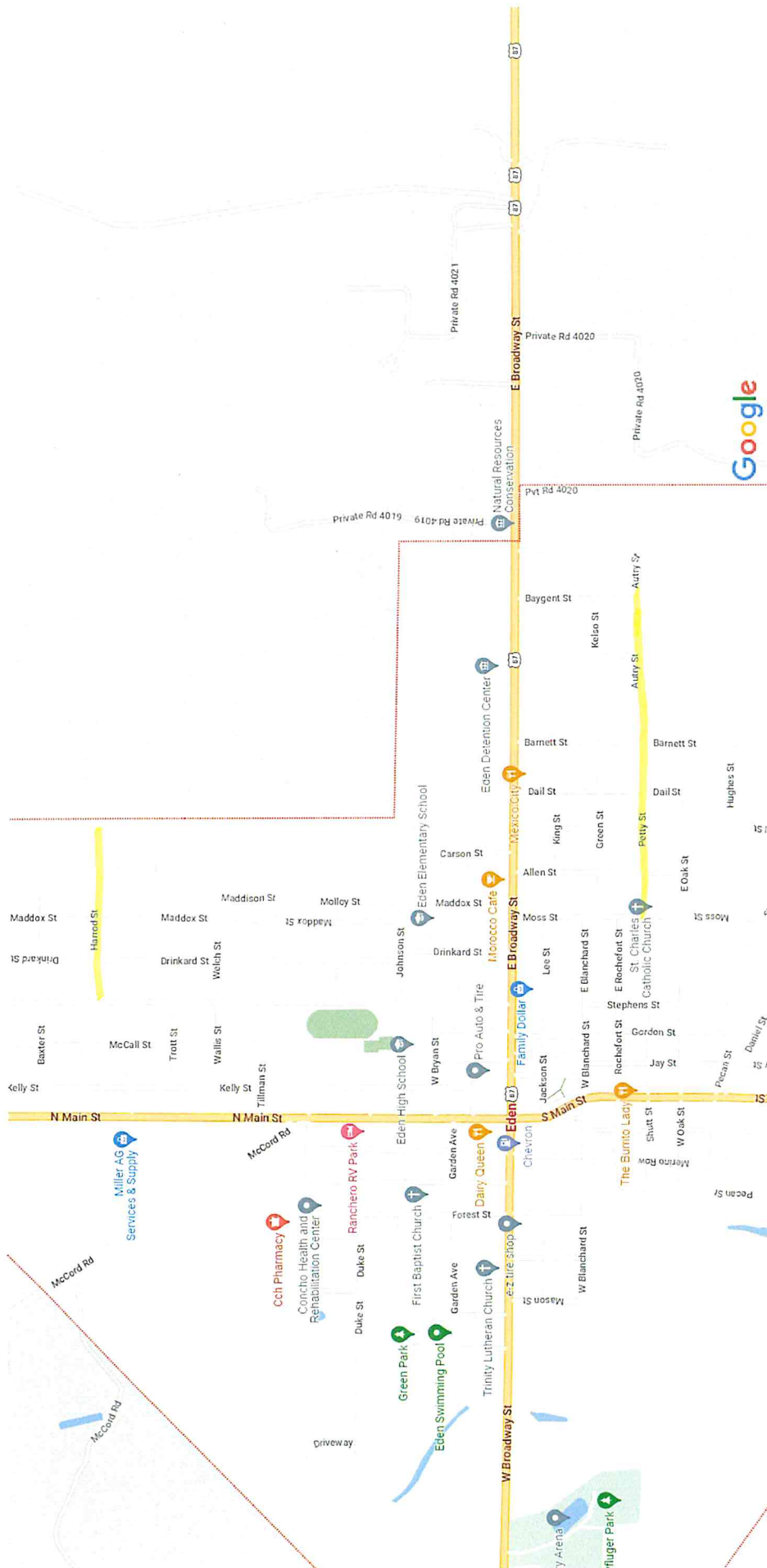
Omar Saldibar
Omar Saldibar

President, Hispanic Eden Recognition Organization, Nonprofit

SECRET



ORIGINAL MEMBER OF ST CHARLES CATHOLIC CHURCH EST 1927



Map data ©2023

500 ft

Page 1 of 1 - Total: 13 (0.078 seconds)

Property ID	Geo ID	Type	Owner...	Property Address	Appraised
R000001135	EB20-65	Real	AVILA JULIAN & CORI...	402 PETTY ST 76837	\$127,970
R000001211	EB20-71	Real	HARR... LILLIAN	516 PETTY ST 76837	\$16,150
R000001212	EB20-72	Real	HARR... KATH... & LILLIAN	S PETTY ST 76837	\$1,820
R000002747	EB20-159	Real	SPILL... IVIE	511 PETTY ST 76837	\$45,250
R000003320	EB20-186	Real	BOZEK JAMI LYNN	210 PETTY ST 76837	\$1,360
R000003726	EB20-245	Real	RANN... JAMES & LYNDA S	319 PETTY ST 76837	\$131,360
R000004066	EB20-261	Real	WELCH GARY TODD & TAMMY DAWN	210 PETTY ST 76837	\$39,680
R000004425	EB20-280	Real	CARR... DAVID & LORE... A	401 PETTY ST 76837	\$92,150
R000005364	EB20-347	Real	HELMS KELLEY AND TIFFA...	419 S PETTY ST 76837	\$179,780
R000005423	EB20-361	Real	SAGER CECIL ALBERT JR	501 PETTY ST 76837	\$177,200
R000005578	EB20-365	Real	JACOBY LINDA R	305 PETTY ST 76837	\$54,410
R000008940	EB20-414	Real	HERN... CONNIE R & CHAR... A	301 PETTY ST 76837	\$41,010
R000008952	EB20-416	Real	DUWE PAULA S	507 PETTY ST 76837	\$56,330

Page 1 of 1 - Total: 1 (0.013 seconds)

<u>Property ID</u>	<u>Geo ID</u>	<u>Type</u>	<u>Owner...</u>	<u>Property Address</u>	<u>Appraised</u>
R000005948	EB19-298	Real	DOANE RICH...	108 HARROD ST 76837	\$131,040

⏮

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⏭

1 - 1 of 1 items

AGENDA INFORMATION SHEET

AGENDA ITEM NO. _____

ACTION TO SUSPEND THE EFFECTIVE DATE PROPOSED BY WEST TEXAS GAS UTILITY, LLC (WTG) TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM FOR 45 DAYS, AND AUTHORIZE THE CITY’S CONTINUED PARTICIPATION IN A COALITION OF CITIES KNOWN AS THE "ALLIANCE OF WTG MUNICIPALITIES"

ALLIANCE OF WEST TEXAS GAS COMPANY MUNICIPALITIES (“AWM”)

The City is a member of the Alliance of West Texas Gas Company Municipalities (“AWM”). The AWM group was organized by a number of municipalities served by West Texas Gas Company (“WTG”) and has been represented by the law firm of Herrera & Boyle, PLLC (through Mr. Alfred R. Herrera) to assist in reviewing applications to change rates submitted by WTG.

“GRIP” RATE APPLICATIONS

Under section 104.301 of the Gas Utility Regulatory Act (GURA), a gas utility is allowed to request increases in its rates to recover a return on investments it makes between rate cases. This section of GURA is commonly referred to as the “GRIP” statute (the “Gas Reliability Infrastructure Program”).

Under a decision by the Supreme Court of Texas, the Court concluded that a filing made under the GRIP statute permitted gas utilities the opportunity to recover a return on capital expenditures made during the interim period between rate cases by applying for interim rate adjustment and that proceedings under the GRIP statute did not contemplate either adjudicative hearings or substantive review of utilities' filings for interim rate adjustments. Instead, the Court concluded, the GRIP statute provides for a *ministerial* review of the utility’s filings to ensure compliance with the GRIP statute and the Railroad Commission’s rules, and that it is within the Railroad Commission’s authority to preclude cities from intervening and obtaining a hearing before the Railroad Commission.

WTG’S “GRIP” APPLICATION

On or about February 15, 2023, WTG filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program (“GRIP”). WTG’s application when approved by the Railroad Commission will result in an increase in the monthly customer charges as shown below:

Rate Schedule	Customer Charge	Proposed 2021 Interim Adjustment	Adjusted Customer Charge	Increase to Each Bill
Texas Residential	\$19.99 per meter per month	\$0.63 per meter per month	\$20.62 per meter per month	\$0.63 per meter per month
Texas Commercial, Public Authority, & Non-Profit	\$36.38 per meter per month	\$1.31 per meter per month	\$37.69 per meter per month	\$1.31 per meter per month

Note that WTG refers to its application as its “2021” interim adjustment because the increase in rates WTG presents in its application is based on capital expenditures it made from January 1, 2021 through December 31, 2021.

REVIEW AND ACTION RECOMMENDED

Although the City’s ability to review and effectuate a change in WTG’s requested increase is limited, the City should exercise due diligence with regard to rate increases by monopoly utilities who operate within its boundaries, including increases requested under the GRIP statute to ensure compliance with the requirements of that law.

To exercise its due diligence, it is necessary to suspend WTG’s proposed effective date of April 16, 2023, for forty-five days, so that the City can evaluate whether the data and calculations in WTG’s rate application are correctly done, and whether WTG’s application otherwise conforms to the requirements of the GRIP statute.

Therefore, AWM’s Special Counsel, the law firm of Herrera & Boyle, PLLC (through Alfred R. Herrera) recommends that the City adopt a resolution suspending WTG’s proposed effective date for 45 days. Assuming a proposed effective date of April 16, 2023, WTG’s proposed effective date is suspended until May 31, 2023.

The City must take action to suspend by no later than April 16, 2023.

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF _____, TEXAS, ("CITY") RESPONDING TO THE APPLICATION OF WEST TEXAS GAS COMPANY, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING THE EFFECTIVE DATE OF THIS RATE APPLICATION FOR FORTY-FIVE DAYS; AUTHORIZING THE CITY'S PARTICIPATION IN A COALITION OF CITIES KNOWN AS THE "ALLIANCE OF WEST TEXAS GAS COMPANY MUNICIPALITIES;" REQUIRING THE REIMBURSEMENT OF COSTS; DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS: on or about February 15, 2023, West Texas Gas Company ("WTG") filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ("GRIP"), resulting in a requested increase in the monthly customer charge from \$19.99 to \$20.62 for Residential customers, and from \$36.38 to \$37.69 for non-residential customers (Commercial, Public Authority, and Non-Profit); and

WHEREAS: the City has a special responsibility to exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries; and

WHEREAS: the application to increase rates by WTG is complex; and

WHEREAS: it is necessary to suspend the effective date for the increase in rates for forty-five days, so that the City can assure itself that the data and calculations in WTG's rate application are correctly done, and whether WTG's application otherwise conforms to the requirements of Texas Utilities Code § 104.301, commonly referred to as the GRIP statute; and

WHEREAS: the effective date proposed by WTG is April 16, 2023, but a suspension by the City will mean that the rate increase cannot go into effect prior to May 31, 2023.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF _____, TEXAS THAT:

Section 1. That the statements and findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2. The City suspends the requested effective date by WTG for forty-five days pursuant to the authority granted the City under Section 104.301 of the Texas Utilities Code. The City finds that additional time is needed in order to review the data and calculations that provide the basis for the rate increase application, and to determine whether WTG’s application otherwise conforms to the requirements of the GRIP statute.

Section 3. The City shall continue to act jointly with other cities that are part of a coalition of cities known as the Alliance of WTG Municipalities (“AWM”).

Section 4. The City authorizes the law firm of Herrera Law & Associates, PLLC, to act on its behalf in connection with WTG’s application to increase rates.

Section 5. WTG is ordered to reimburse the City's reasonable rate case expenses incurred in response to WTG’s rate increase application within 30 days of receipt of invoices for such expenses to the extent allowed by law.

Section 6. The meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 7. This resolution shall be effective immediately upon passage.

PASSED AND APPROVED this _____ day of _____ 2023.

MAYOR

ATTEST:

CITY SECRETARY

CARTER, BOYD, LISSON & HOHENSEE

Section 8, Item E.

A Professional Corporation
ATTORNEYS AT LAW
515 West Harris Ave., Suite 100
San Angelo, Texas 76903

JAMES A. CARTER, *of counsel*
JAMES A. BOYD, JR.
JEFFREY S. LISSON
MINDY L. HOHENSEE
JENNIFER M. MICHALEWICZ

TELEPHONE (325) 655-4889
FAX NO. (325) 657-2070
www.carterboyd.com

March 6, 2023

Our File No.
12310-100

City of Eden
P.O. Box 915
Eden, Texas 76837

Re: Communications Tower – West Central Wireless

Dear Sir or Madam:

Our firm represents CGKC&H No. 2 Rural Cellular Limited Partnership doing business as West Central Wireless. You were recently contacted by Ed Probandt about the communications tower located on your land, and we are following up on that conversation.

Enclosed are the following documents for your review and execution.

1. First Amendment to Land Lease Agreement for Tower Site ("First Amendment");
2. Copy of the Land Lease Agreement for Tower Site dated April 8, 2005 ("Land Lease"); and
3. Memorandum of Lease

The First Amendment document extends the Land Lease Agreement for a ten year period and provides for five 5 year renewal terms. In addition, the First Amendment provides that you will receive as additional rent, ten percent (10%) of any rent that West Central Wireless receives from any company that places equipment on the tower. West Central Wireless is working on an agreement for Verizon to place equipment on the tower which will entitle you to receive 10% of that monthly rental in addition to your regular monthly rent.

West Central Wireless is planning to move all of its communications towers under one company at some time in the future, so the First Amendment also contains revisions to the Lease Agreement that will allow for that to be done.

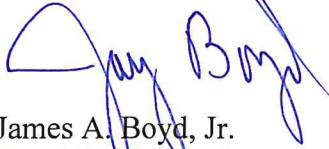
The Memorandum of Lease is required in order for Verizon to place equipment on the tower and its purpose is to place evidence of the Land Lease in the public record.

We ask that you execute the First Amendment and execute the Memorandum of Lease before a notary and return the original documents to our office. If you need assistance with a notary, we will be happy to make arrangements to provide one for your convenience.

We will follow up with you in the next couple of weeks, but if you have any questions please do not hesitate to contact me at (325) 655-4889 or Ed Probandt at (325) 656-7510.

Very truly yours,

CARTER, BOYD, LISSON & HOHENSEE
A Professional Corporation

A handwritten signature in blue ink, appearing to read "James A. Boyd, Jr.", is written over the text of the firm name and email address.

James A. Boyd, Jr.
jboyd@carterboyd.com

Enclosures
cc: West Central Wireless

TXV208 Eden

Concho County, Texas

FIRST AMENDMENT TO LAND LEASE AGREEMENT FOR TOWER SITE

This First Amendment to Land Lease Agreement for Tower Site ("First Amendment") is made by and between City of Eden ("Lessor") and CGKC&H No. 2 Rural Cellular Limited Partnership dba West Central Wireless ("Lessee"), dated as of the later date of execution set forth below. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement for (as that term is defined below).

WHEREAS, Lessor and Lessee entered into that Land Lease Agreement for Tower Site dated April 8, 2005 (the "Agreement") whereby Lessor leased to Lessee certain premises located in Concho County, Texas, for the purpose of building and installing thereon, and operating and maintaining, a steel tower approximately 300 ft. tall and appropriate equipment;

WHEREAS, the parties desire to amend the Agreement by executing this First Amendment to extend the term of the Agreement and to amend certain other provisions of the Agreement as set forth herein;

NOW, THEREFORE, the parties hereby agree to amend the Agreement as follows:

I.

Paragraph 3. Access, is hereby deleted in its entirety and the following inserted in its place:

"3. Access. The Lessor warrants that it has unrestricted control of the Leased Premises and hereby grants Lessee free and unrestricted access to and from the Leased Premises from a public right-of-way. Lessee will have such other rights of way and easements on, over, under, across, and through the adjoining lands of Lessor as may be reasonably required by Lessee for the purpose of bringing electricity, gas, water, telephone and any and all other utilities to the Leased Premises, and the right to park vehicles on or about the Leased Premises and the lands immediately adjacent thereto during periods of construction or site inspection and at times of necessary repair work. Lessee agrees that only employees, vendors, contractors, or subcontractors of Lessee, or of any permitted assignee or successor, or of any sublessee of Lessee shall be permitted on the Leased Premises unless otherwise agreed to in writing by Lessor. No firearms will be allowed on property along with no hunting, building fires, dumping of trash, consumption of alcohol or any other disruptive actions by any employees of Lessee or any sublessee of Lessee resulting in the demise, destruction, or endangerment to the Leased Premises."

TXV208 Eden

Concho County, Texas

II.

Paragraph 4. Term, is hereby deleted in its entirety and the following inserted in its place effective as of May 1, 2023:

“4. Term. The term of this Agreement will be for an initial term of ten (10) years, commencing May 1, 2023 through April 30, 2033 and shall automatically renew after the initial ten year term for five (5) additional successive five-year periods (each a "Renewal Term") unless written notice of intention not to renew is given by Lessee to Lessor at least sixty (60) days prior to the end of the initial ten year term or any subsequent Renewal Term. If Lessee continues to use the Leased Premises after the termination of this Agreement or after non-renewal of a Renewal Term, the terms of this Agreement shall continue to apply without modification until such use ends, except that rent shall automatically be increased to 110% of the most recent amount in effect before the termination. For purposes of this Agreement, “continues to use” shall mean only that Lessee continues to provide services to its customers by way of a tower erected on the Leased Premises.”

III.

Paragraph 5. Rent, is hereby deleted in its entirety and the following inserted in its place:

“5. Rent. Effective with the rent payment due on March 1, 2023, the rent will be \$347.29 per month (\$4,167.48 per year) through February 28, 2025. On March 1, 2025, rent will increase by 5% to \$364.65 per month (\$4,375.80 per year) until February 28, 2030. On March 1, 2030, rent will increase by 5% to \$382.88 per month (\$4,594.56 per year) until February 28, 2035. On March 1, 2035, rent will increase by 5% to \$402.02 per month (\$4,824.24 per year) until February 28, 2040. On March 1, 2040, rent will increase by 5% to \$422.12 per month (\$5,065.44 per year) until February 28, 2045. On March 1, 2045, rent will increase by 5% to \$443.23 per month (\$5,318.76 per year) until February 28, 2050. On March 1, 2050, rent will increase by 5% to \$465.39 per month (\$5,584.68 per year) until February 28, 2055. On March 1, 2055, rent will increase by 5% to \$488.66 per month (\$5,863.92 per year) until February 28, 2060. The rent amounts set forth in this section assume that the Renewal Terms are utilized and upon any notice by Lessee of non-renewal the rent shall cease upon the expiration of the Agreement. Lessee may replace the current steel tower with a larger tower and may add additional antennas and coax required for future wireless coverage at no additional fee or rent paid to the Lessor. In the event Lessee subleases tower space to other vendors, Lessee shall pay Lessor ten percent (10%) of the vendor lease payments received (ex \$500.00 per month payment from vendor = \$50.00 per month additional lease to Lessor). Lessee shall pay all personal property taxes assessed against Lessee's improvements to the Leased Premises. In addition, Lessee will promptly pay all taxes assessed on or because of installation of its equipment for the duration of all lease renewal terms. Lessor will pay all real property taxes and all other fees and assessments attributable to the Leased Premises concerning land values and any taxes on improvements not directly related to construction of the tower, building and cell site of Lessee.”

TXV208 Eden

Concho County, Texas

IV.

Paragraph 8 (b) is hereby deleted in its entirety and the following inserted in its place:

“(b) Lessee may terminate this Agreement, with or without cause, after the initial ten year period of the lease term upon notice given to the Lessor not less than 180 days prior to the termination date.”

V.

Paragraph 8 (d) is hereby deleted in its entirety and the following inserted in its place:

“(d) Lessee shall have the right, at its expense, to erect and maintain on the Leased Premises improvements, personal property, and facilities, including, without limitation, an antenna tower and base, radio transmitting and receiving antennas, an electronic shelter, and a generator and fuel tank (collectively, the “Antenna Facilities”). The Antenna Facilities shall remain the exclusive property of Lessee, and Lessee shall have the right to remove the Antenna Facilities following any termination of this Agreement, unless abandoned pursuant to subparagraph (c) above.”

VI.

Paragraph 12. Assignments, is hereby deleted in its entirety and the following inserted in its place:

“12. Assignments and Subleasing. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party; provided, however, such consent will not be unreasonably withheld, conditioned, or delayed, and Lessee may assign its rights or obligations under this Agreement to (i) an affiliate of Lessee or (ii) any entity that acquires (x) substantially all of the equity or assets of Lessee or (y) at least five towers of Lessee in a single transaction, without the consent of Lessor. Lessee may lease space on and around the Antenna Facilities and, subject to and in accordance with Paragraph 3, grant access related thereto to the Leased Premises to any third party without the consent of Lessor. Affiliate shall mean any subsidiary entity or any entity with common ownership of Lessee. Notwithstanding the foregoing provisions, in no event shall Lessee be required to consent to any assignment by Lessor of the Agreement or the rights and obligations of Lessor unless the assignment is to a purchaser of the fee simple ownership of the entire property in which the Leased Premise is located, and the assignment by Lessor of its right to receive rent or any other amounts payable under this Agreement to any third party shall be considered an assignment which requires the prior written consent of Lessee, which consent may be withheld by Lessee in its sole and absolute discretion.”

VII.

TXV208 Eden

Concho County, Texas

Paragraph 19. Right to Record is hereby added as follows:

“19. Right to Record. Upon the request of Lessee, Lessor agrees to promptly execute and deliver to Lessee a Memorandum of Lease in recordable form setting forth the general terms of the Agreement, and such other information as Lessee shall request in connection therewith.”

VIII.

Paragraph 20. Counterparts is hereby added as follows:

“20. Counterparts. The parties may execute this Agreement (and any amendment hereto) in counterparts, and deliver by facsimile or electronic mail transmission in portable document format (.pdf), each of which counterpart shall constitute an original and all of which, when delivered and taken together, shall constitute one and the same instrument.”

IX.

Other than as above provided, the parties hereby ratify and confirm the provisions of the Agreement. This First Amendment shall be governed by the same laws applicable to the Agreement. Lessor and Lessee each hereby warrant to the other that the person executing this First Amendment on behalf of the warranting party has the full right, power and authority to enter into, and execute, this First Amendment on that party’s behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this First Amendment.

[Signature pages follow]

TXV208 Eden

Concho County, Texas

[Counterpart Signature of Lessee]

Lessee:

CGKC&H No. 2 Rural Cellular Limited
Partnership, a Texas limited partnership

By: _____
Mike Higgins, Jr., Chief Executive Officer

Date: _____

TXV208 Eden

Concho County, Texas

[Counterpart Signature of Lessor]

Lessor:

City of Eden

By: _____

Name: _____

Title: _____

Date: _____

Attest:

By: _____

Name: _____

Title: _____

Date: _____

TXU 208
ED 42LAND LEASE AGREEMENT FOR TOWER SITE

THIS AGREEMENT, MADE THIS 8th day of APRIL, 2005, by and between The City of Eden ("Lessor") and CGKC&H No. 2 Rural Cellular Limited Partnership dba West Central Wireless ("Lessee").

WITNESSETH

WHEREAS, Lessor is the sole legal owner (free and clear of any lien holders) of the following described land ("Leased Premises") located in Concho County in the State of Texas, more fully described on Exhibit "A" attached hereto.

WHEREAS, Lessee desires to use said Lease Premises for the purpose of building and installing thereon, and operating and maintaining, a steel tower approximately 300 ft. tall, and appropriate equipment.

WHEREAS, Lessor is willing to lease the Leased Premises to Lessee and the Lessee is willing to lease the Leased Premises from the Lessor in accordance with the terms and provisions of this Agreement:

Now, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto do mutually covenant and agree as follows:

1. Property. Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the Leased Premises. Lessor grants Lessee the exclusive right to build a cellular tower, which tower shall not exceed 300 feet in height, to be located on the Leased Premises.
2. Use of Tower. All installation shall be the sole responsibility and expense of the Lessee. Lessor gives Lessee the right to access electrical power, including necessary construction and placement of electric line poles across the Leased Premises to facilitate adequate electricity for cellular and microwave equipment operation. Any cost associated with acquiring electrical power and any monthly charges will be the responsibility of Lessee. During the term of this Lease, Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Leased Premises (the "Governmental Approvals") and Lessor agrees to allow Lessee to perform surveys, soils testing and other engineering procedures on, under, and over the property necessary to determine that the land will be acceptable to Lessee's engineering specifications, system design and Governmental Approvals.
3. Access. The Lessor warrants that it has unrestricted control of the Leased Premises and hereby grants Lessee free, unrestricted, and commercially

reasonable access to and from the Leased Premises from a public right-of-way. Lessee will have such other rights of way and easements on, over, under, across, and through the adjoining lands of Lessor as may be reasonably required by Lessee for the purpose of bringing electricity, gas, water, telephone and any and all other utilities to the Leased Premises, and the right to park vehicles on or about the Leased Premises, the lands immediately adjacent thereto during periods of construction, site inspection, and at times of necessary repair work. Lessee agrees that only cellular switch maintenance or management employees, vendors, contractors or subcontractors of Lessee, CT Cube, Ltd., dba West Central Wireless or any sublessee shall be permitted on the Leased Premises unless otherwise agreed to in writing by Lessor. No firearms will be allowed on property along with no hunting, building fires, dumping of trash, consumption of alcohol or any other disruptive actions by any employees of Lessee, CT Cube, Ltd., dba West Central Wireless or any sublessee resulting in the demise, destruction, or endangerment to the Leased Premises.

4. Term. The term of this Agreement shall be for an initial period of ten (10) years, February 1, 2005 through January 31, 2015, and shall be automatically renewable after the initial ten year term for twenty successive one year periods at a rate outlined in this Agreement below, unless written notice of an intention not to renew the Agreement is given by either party to the other party at least one hundred and eighty (180) days prior to the end of either the initial 10 year period or any subsequent one year renewal period. If Lessee continues to use the Leased Premises after the termination of this Agreement or after non-renewal of any subsequent one-year renewal Agreement, the terms of this Agreement shall continue to apply without modification until such use ends, except that rent shall be automatically increased by 100% from the most recent amount in effect before the date of termination.
5. Rent. Lessee shall pay Lessor rental of \$300.00 per month for the first five years of this Agreement and \$315.00 per month for the second five years of the initial ten year term, payable in advance for an entire year in full on or before the actual lease anniversary date (March 1). Also, any additional antennas and coax required for future wireless coverage may be added as required by Lessee at no additional fee or rent paid to the Lessor. In addition, Lessee shall promptly pay all taxes assessed on or because of installation of its equipment for the duration of all lease renewal terms. Lessor shall pay all real property taxes and all other fees and assessments attributable to the Leased Premises concerning land values and any taxes on any improvements not directly related to construction of the tower, building and cell site equipment of Lessee. After the initial five years of the lease agreement, an increase of 5% each five years will be added to the amount of rent due Lessor from Lessee during each successive five year period. Should the Agreement continue for the entire thirty-year period, the scheduled yearly pay rates would be as follows:

Example:	(1-5 years)	\$3600.00/yr.	\$300.00/mo.	3/1/05 - 2/28/10
	(6-10 years)	\$3780.00/yr.	\$315.00/mo.	3/1/10 - 2/28/15
	(11-15 years)	\$3969.00/yr.	\$330.75/mo.	3/1/15 - 2/28/20
	(16-20 years)	\$4167.48/ yr.	\$347.29/mo.	3/1/20 - 2/28/25
	(21-25 years)	\$4375.80/yr.	\$364.65/mo.	3/1/25 - 2/28/30
	(26-30 years)	\$4594.56/yr.	\$382.88/mo.	3/1/30 - 2/28/35
	30-35	4824.24	402.02	3/1/35 - 2/28/40

6. Indemnification of Lessor. Lessee agrees that it shall indemnify and hold the Lessor and its officials and employees harmless of and from any and all liability, damage, claims and demands whatsoever, including attorney's fees and expenses, made upon Lessor as a result of Lessee's possession and use of the Leased Premises. Lessor warrants that the undersigned official has full right, power and authority to execute this Agreement and that it has good and unencumbered title to the land free and clear of any liens or mortgages. Lessee has the right to obtain, at its expenses, a title report or commitment for a leasehold title policy from a title insurance company of its choice. If in the opinion of Lessee, such title reports shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the land or Lessee's ability to obtain leasehold financing, Lessee shall have the right to terminate this Lease upon written notice to Lessor. Lessor represents and warrants to Lessee that hazardous substances have not been generated, stored or disposed of on the Leased Premises. Lessee warrants, covenants, and represents that it will not store, generate, or dispose of a hazardous substance on the Leased Premises. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Each party will hold the other party harmless from and indemnify the other party against and from any damage, loss, expenses or liability resulting from any breach of these representations, covenants, and warranties, including all attorneys' fees and costs incurred as a result thereof.

7. Exclusive Rights. The rights granted to Lessee with respect to the Leased Premises hereunder shall be on an exclusive basis. Lessor covenants that it shall not enter into similar agreements on this or other property with other parties which would permit the other party to utilize a frequency causing interference to equipment on the tower and that no other party shall interfere with line of sight signal for transmitting or receiving a signal.

8. Termination. Lessor and Lessee may terminate this Agreement:

- (a) Lessor or Lessee may terminate this Agreement sixty days after giving written notice of a default under this Agreement provided that such default is not cured within said sixty day period.
- (b) Either party may terminate this Agreement, with or without cause, after the initial ten year period of the lease term upon notice given to the other party of not less than 180 days prior to the termination date.
- (c) Upon termination of this Agreement, Lessee shall have one hundred eighty (180) days to remove all improvements it has placed on the Leased Premises; provided, however, Lessee shall continue to pay rentals following said termination at the rates specified in Section 4 until such improvements are completely removed or until Lessee provides written notice to Lessor that Lessee has abandoned the improvements. In the event that said improvements are not timely removed, Lessor, at its option, may treat the improvements abandoned, in which case, title to such improvements shall vest in Lessor. If Lessor, in good faith, files an affidavit in the Official Public Records of Concho County, Texas, certifying to such abandonment, said affidavit shall create rebuttable presumption that the improvements have been abandoned; if a suit is not filed within two years of the filing of said affidavit challenging said presumption, or if Lessor does not rescind said affidavit with a duly executed document filed in the Official Public Records of Concho County, Texas, said presumption shall become irrebuttable.
- (d) Lessee shall have the right at its expense, to erect and maintain on the Leased Premises improvements, personal property and facilities, including without limitation an antenna tower and base, radio transmitting and receiving antennas, and an electronic shelter (collectively the "Antenna Facilities"). The Antenna Facilities shall remain the exclusive property of Lessee and Lessee shall have the right to remove the Antenna Facilities following any termination of this Agreement, unless abandoned pursuant to subparagraph (c) above.
- (e) If a condemning authority takes all of the Leased Premises, or a portion sufficient, in Lessee's determination to render the Leased Premises unsuitable for the use which Lessee was then making of the Leased Premises, this Agreement shall terminate as of the date the title vests in the condemning authority. The parties shall be entitled to share in the condemnation proceeds in proportion to the values of their respective interest in the Property (which for Lessee shall include, where applicable, the value of its Antenna Facilities, moving expenses, prepaid rent, and business dislocation expenses).

9. Insurance. Lessee shall, at its expense, obtain and maintain liability insurance coverage for the Leased Premises against liability claims that may arise from its possession and use of the Leased Premises, and shall provide Lessor with proof of such coverage. Such insurance coverage shall be in an amount not less than \$1,000,000 per occurrence, and shall be with an insurance company licensed to insure in the State of Texas.
10. Compliance with Applicable Laws. Lessee will comply with all applicable Federal, State, County and Municipal Laws, Codes, Rules, and Regulations of all governmental and public authorities (collectively the "Laws") having jurisdiction that in any way affect the structures and facilities installed on the tower. Lessee represents and warrants that it is familiar with all such Laws. If Lessee takes any action in violation thereof, it shall assume full responsibility thereof and shall bear all costs attributable thereto. Lessor gives Lessee permission to make any changes necessary by local, state or federal laws or regulations concerning, but not restricted to, height of tower, lighting of tower, location or position of antennas, or any other regulatory requirement which is different from what is stated in this Agreement. Lighting of tower; however, shall not be of an unnecessary brightness.
11. Tower Maintenance. Lessee, at its expense, will be responsible for all tower maintenance and upkeep, including, but not limited to, proper painting, lighting and maintenance of structural integrity of tower in accordance with applicable laws. A fence may be constructed around the tower and equipment at the Lessee's expense.
12. Assignments and Subleasing. Neither party may assign its rights or obligations under this Agreement without the written consent of the other party; such consent will not be unreasonably denied. Lessee may lease space on the Antenna Facilities to any third party without the consent of Lessor.
13. Notices. All notices given pursuant to this Agreement shall be in writing and shall be delivered by overnight courier service or mailed by certified mail, return receipt requested, to the parties hereto at the following addresses, or at such other address as either party hereby may, by written notice, hereafter give to the other:

To Lessor:

The City of Eden
P. O Box 915
Eden, Texas. 76837

To Lessee:

CGKC&H No.2 Rural Cellular Limited Partnership dba West Central Wireless
P.O. Box 991
San Angelo, Texas 76902

14. Exhibits. All Exhibits referred to herein are hereby expressly made a part of this Agreement.
15. Binding Effect. This Agreement shall be binding upon the parties hereto, and their heirs, legal representatives, successors and assigns permitted under Section 12.
16. State Law. This Agreement shall be construed, interpreted and applied in accordance with, and the rights of the parties shall be governed by the laws of Texas.
17. Severability of Void Provisions. The invalidity or unenforceability of any provision of this Agreement shall not affect any other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were modified or omitted to the minimum extent necessary so that the remainder of the Agreement is enforceable.
18. Entire Agreement. This Agreement contains the entire understanding between Lessor and Lessee, all prior agreements, understandings and discussions having merged herein. No amendment or modification of this Agreement or waiver of any provision hereunder shall be binding unless such amendment, modification or waiver shall be in writing and signed by the parties hereto. Any waiver by Lessors of any default hereunder shall not operate as waiver of other or succeeding defaults.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in several counterparts, each of which shall be deemed an original, on the day and year first written above.

CGKC&H No.2 Rural Cellular Limited Partnership dba West Central Wireless
(Lessee)

By: _____



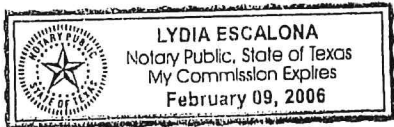
Name: Robert Hunt

Title: Managing General Partner

THE STATE OF TEXAS §

COUNTY OF Tom Green §

This instrument was acknowledged before me on April 13, 2005, by
ROBERT HUNT, Managing General Partner of CGKC & H No. 2 Rural Cellular
Limited Partnership.



Lydia Escalona
Notary Public, State of Texas

City of Eden
(Lessor)

By: Charlie Rodgers Jr
Name: Charlie Rodgers, Jr.
Title: Mayor

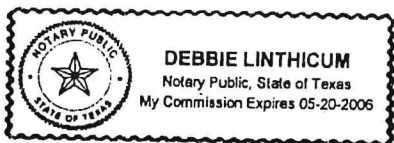
ATTEST:

Rosa L. Schrieber
Rosa Schrieber,
City Secretary

THE STATE OF TEXAS §

COUNTY OF Concho §

This instrument was acknowledged before me on April 8th, 2005, by
CHARLIE RODGERS, JR., Mayor of City of Eden.



Debbie Linthicum
Notary Public, State of Texas

EXHIBIT "A"

All of Tract 6 and the East 147.26 feet of Tract 5, Eden Industrial Park, a subdivision of the City of Eden, Concho County, Texas, according to the map or plat thereof recorded in the office of the County Clerk, Concho County, Texas.

APR-01-2005 11:59 AM MASSEY VALENTINE PSENCIK 3258698302

P. 02

3-30-08; 8:47AM; city of eden

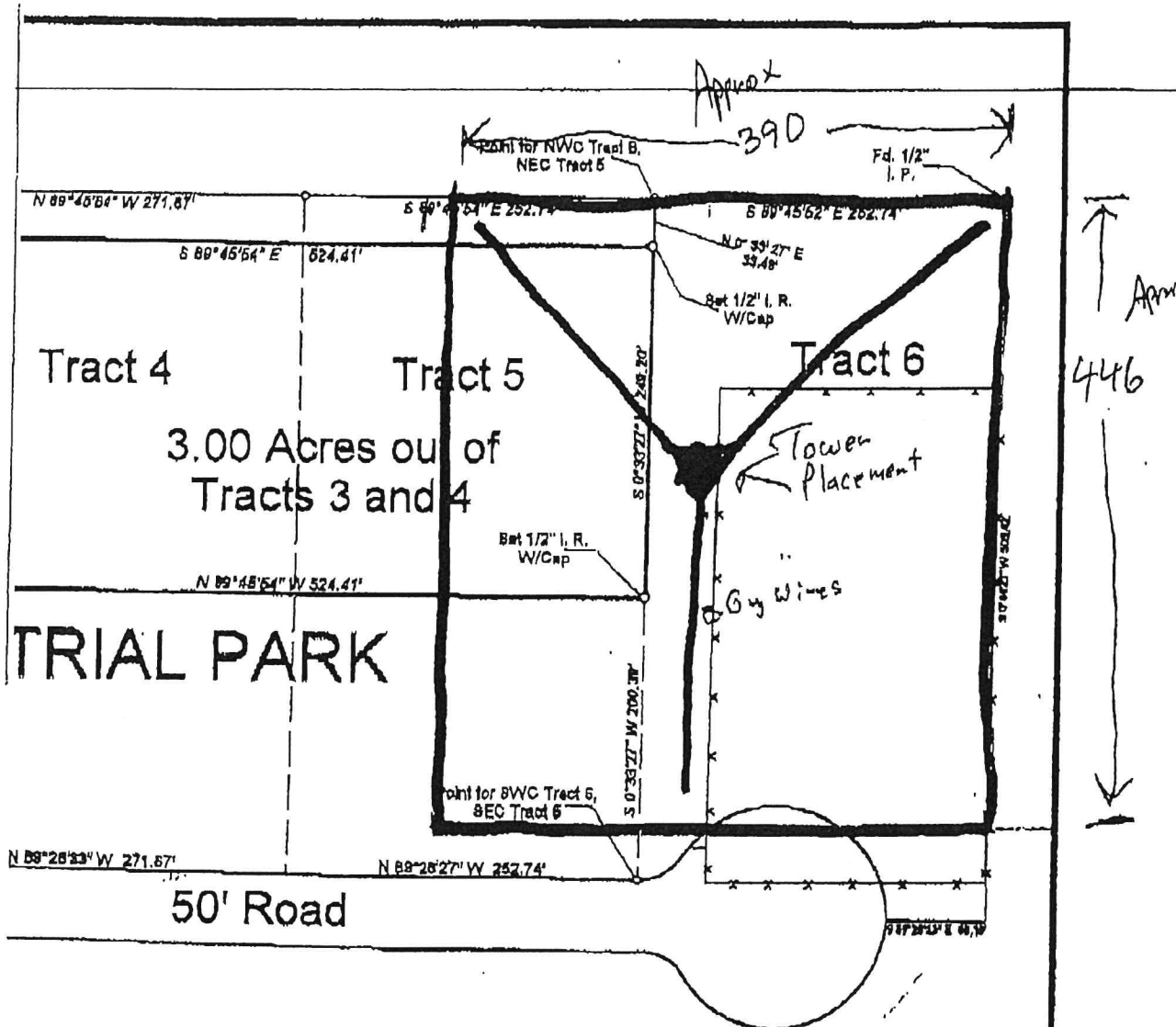
18168625075

MAR-25-2005 FRI 08:04 AM WEST CENTRAL

3256567059

P. 001/001

869-5075

**SUDDUTH SURVEYING, INC.**

223 S. ABE SAN ANGELO, TX 76903 (325) 949-2788

DESCRIPTION:

out of Tracts 4 and 5, Eden Industrial Park, City of Eden, Concho
 3.00 acres of land being more particularly described by metes
 and bounds attached hereto.

Surveyor's Notes:

Reference bearing based on
 GPS observations on March
 10, 2005.

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

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LAND LEASE AGREEMENT FOR TOWER SITE (the "Memorandum") is made effective as of the later date of execution set forth below (the "Effective Date"), between City of Eden, with an address of P.O. Box 915, Eden, Texas 76837 (as "Lessor") and CGKC&H No. 2 Rural Cellular Limited Partnership, dba West Central Wireless and its successors and assigns, with an address of 3389 Knickerbocker Road, San Angelo, Texas 76904 (as "Lessee").

WHEREAS, Lessor is the owner of certain real property located in Concho County, Texas, as described in Exhibit A attached hereto and incorporated herein (the "Property");

WHEREAS, Lessor and Lessee entered into a Land Lease Agreement for Tower Site effective April 8, 2005, as amended by the First Amendment to Land Lease Agreement for Tower Site effective _____, 2023 (the "Lease") concerning a portion of the Property as described by the Lease and located at the area described in Exhibit B attached hereto and incorporated herein (the "Leased Premises"); and

WHEREAS, Lessor and Lessee desire to enter into this Memorandum to provide record notice of certain terms of the Lease.

NOW THEREFORE, in consideration of the foregoing, and without limiting the terms and conditions of the Lease, Lessor and Lessee hereby acknowledge the following:

1. Defined Terms; Recitals. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Lease. The recitals above are incorporated into the substantive body of this Memorandum.
2. Term. The current term of the Lease is for ten (10) years commencing on May 1, 2023. Thereafter, the Lease shall automatically renew for five (5) additional successive five-year periods unless written notice of intention not to renew is given by Lessee to Lessor.

3. Exclusive Rights. Lessee has the right to use the Leased Premises to build, modify, maintain, replace and operate a cellular tower, and radio transmitting and receiving antennas and electronic shelters. Lessor shall not enter into agreements on the Property with other third parties to utilize a frequency causing interference to equipment on the tower, to interfere with line of sight signal for transmitting or receiving a signal or otherwise interfere with Lessee's use of the Leased Premises as contemplated in the Lease.
4. Subleasing. Lessee may lease space on and around the Antenna Facilities and, subject to and in accordance with Paragraph 3 of the Lease, grant access related thereto to the property to any third party without the consent of Lessor.
5. Ratification. The purpose of this Memorandum is to give written notice of the Lease, and all of the rights created thereby. This Memorandum is a summary in nature only and is not intended, and shall not be construed, to affect the terms of the Lease. In the event of conflict between this Memorandum and the said unrecorded Lease, the unrecorded Lease shall control.
6. Counterparts. This Memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have respectively executed this Memorandum effective as of the date of the last party to sign.

[Signature pages follow]

Lessor:

City of Eden

By: _____
Name: _____
Title: _____
Date: _____

Attest:

By _____
Name: _____
Title: _____
Date: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

 This instrument was acknowledged before me on _____,
2023, by _____, _____ on behalf of the City of Eden.

Notary Public, State of Texas

Lessee:

CGKC&H No. 2 Rural Cellular Limited Partnership, a Texas limited partnership

By: _____
Mike Higgins, Jr., Chief Executive Officer

Date: _____

THE STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on _____, 2023, by Mike Higgins, Jr., Chief Executive Officer of CGKC&H No. 2 Rural Cellular Limited Partnership, a Texas limited partnership.

Notary Public, State of Texas

EXHIBIT "A"
Legal Description

Property located in Concho County, Texas

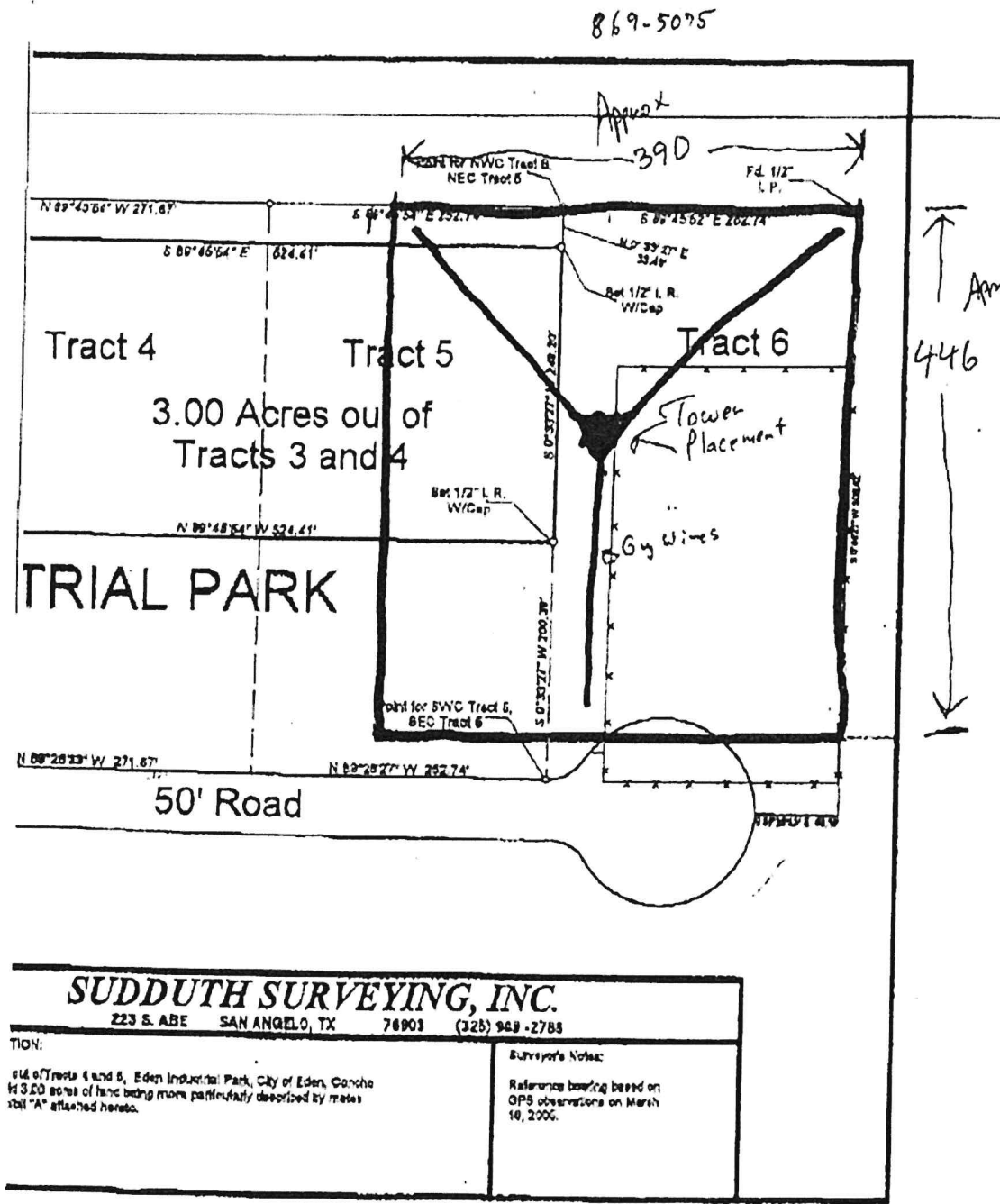
Tracts Two (2) through Six (6) of the Eden Industrial Park, a subdivision of the City of Eden, Concho County, Texas, according to a dedication of the subdivision executed by Eden Industrial Foundation dated May 19, 1986 recorded in Volume 139, Page 575, Deed Records, Concho County, Texas, and the plat (hereinafter "EIP Plat") thereof recorded in Volume 2, Page 12, Plat Records, Concho County, Texas.

AND BEING a portion of the same property conveyed to City of Eden from Federal Deposit Insurance Corporation (FDIC) by Special Warranty Deed dated April 28, 1988 and recorded May 20, 1988 in Deed Book 143, Page 200.

Tax Parcel No. R000008943

EXHIBIT "B"

All of Tract 6 and the East 147.26 feet of Tract 5, Eden Industrial Park, a subdivision of the City of Eden, Concho County, Texas, according to the map or plat thereof recorded in the office of the County Clerk, Concho County, Texas.



fastsigns.com/613

Payment Terms: Net 30

Created Date: 2/10/2023

DESCRIPTION: Ah-banners

Bill To: City of Eden (631)
PO Box 915
Eden, TX 76837
US

Pickup At: FASTSIGNS
720 Knickerbocker Rd
San Angelo, TX 76903
US

Requested By: Laura Beeson
Email: cityadmin@edentexas.com
Work Phone: (325) 869-2211
Tax ID: ?

Salesperson: Stacy McIntyre
Cell Phone: 325-456-7757
Entered By: Ashley / House

NO.	Product Summary	QTY	UNIT PRICE	TAXABLE	AMOUNT
1	banner	34	\$115.2553	\$0.00	\$3,918.68
1.1	Banner Blockout - 18oz - Part Qty: 1 Width: 24.00" Height: 48.00"				
	Pole Pockets - Top, Bottom, Pocket Size: Epson Print - Ink - Epson Print - Ink Grommets - Brass - Top, Bottom				
Subtotal:					\$3,918.68
Taxable Amount:					\$0.00
Taxes:					\$0.00
Grand Total:					\$3,918.68

Signature: _____ **Date:** _____

902 Arroyo St
 San Angelo TX 76903
 (325) 658-3566 Fax: (325) 659-1442



QUOTATION

QUOTE NO.: 408702 - 00

DATE: 2/14/23

TERMS: PAYMENT UPON DELIVE

DELIVERY: Will Call

Please reference Quote No. on

Correspondence & purchase orders.

Quote expires: 03/16/2023

Manufacturers are no longer guaranteeing pricing for a fixed period,
 even after an order is placed. Pricing may change up to the point of shipment.

TO: City of Eden
 Attn: Laura Beeson
 120 Paint Rock Street
 Attn: Laura Beeson
 Eden, TX 76837

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

QTY	DESCRIPTION	UNIT PRICE	DISC%	TOTAL
6	USED EQUIPMENT USED EQUIPMENT RECONDITIONED PORTABLE RADIOS For Emergency Management	950.00		5,700.00
6	SAN PROGRAMMING Labor for Programming	70.00		420.00
		Item summary		6,120.00
		Subtotal		6,120.00
		Sales Tax		.00
		GRAND TOTAL:		6,120.00

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE

TERMS SUBJECT TO CREDIT REVIEW

BY Charlie Campbell 284

THIS QUOTATION DOES NOT CONSTITUTE A SALES ORDER UNLESS SIGNED BY YOU, OUR CLIENT. SEE TERMS AND CONDITIONS OF SALE ATTACHED.

Accepted
 by

P.O. No. _____

LEGAL NAME OF PURCHASER

Date _____

AUTHORIZED SIGNATURE



www.texascom.com



Lightweight Portability. Heavyweight Performance.

Motorola XTS® 2500 Digital Portable Radio



You can't predict the unexpected, but you can prepare for it.

Motorola XTS 2500 Digital Portable Radio

When lives are at stake, a rapid, coordinated response is imperative. The XTS 2500 radio meets the Project 25 standard and works on the ASTRO® 25 Network. This high-performance radio delivers sophisticated features and advanced technology in a light, compact design. Whether en route or on site, this robust radio assures crisp, continuous, high-quality communication.

ASTRO 25 Network

Motorola's ASTRO 25 Integrated Voice and Data Network provides an interoperable, Project 25 mission critical network that meets and exceeds public safety agency requirements for voice and data emergency response. This solution allows for efficient and reliable inter-agency communications helping responders to communicate, coordinate and interoperate together as one.

Uncompromising Durability

- + Meets applicable Military Specifications 810, C, D, E and F.
- + Offered with an intrinsically safety option certified by Factory Mutual Approvals (FM) for use in hazardous classified areas.
- + Advanced elements borrowed from top of the line XTS® 5000 portable radio provide optimal protection against water intrusion from blowing rain by taking advantage of redundant seals.
- + With the MacroBlend housing material, it's designed to survive severe shock and vibration, exposure to damaging environments such as salt fog, UV radiation, dust and electrostatic discharge making your radio one tough performer.

Immersible Option

The XTS 2500I portable radio has an IP67 rating making the radio dust proof and temporarily immersible to a depth of up to 1 meter for 30 minutes without ingress of water, helping to ensure your radio operates under adverse conditions.

Encryption Capability

The XTS 2500 portable radio offers single algorithm hardware encryption that supports DES, DES-OFB, DES-XL, AES, as well as Motorola's software encryption ADP (Advanced Digital Privacy) to help prevent scanners and unwanted listeners.

Compare the XTS 2500I Immersible and the XTS 5000R Rugged

Specification

XTS 2500I	IP 67
XTS 5000R	Mil Std 810C/D/E/F Method 512.X

Water Submersion

XTS 2500I	1 meter for 30 minutes
XTS 5000R	1 meter for 2 hours

Testing Temperature

XTS 2500I	Room Temperature
XTS 5000R	+27°C

XTS 2500 PORTABLE RADIO FEATURES

- A. 16-position easily selectable rotary knob
- B. Power On / Off volume control
- C. Three programmable side buttons for quick access to pre-programmed functions
- D. Ergonomically recessed PTT
- E. Home button
- F. Indentations for grip assistance
- G. Three software programmable menu buttons
- H. Six line twelve character full bitmap high resolution display. Two lines of icons including: RSSI, battery gauge, user time clock
- I. Top mounted speaker so not to muffle the audio integrity of the radio in holster
- J. Emergency top button – easy to locate by following antenna



Why XTS 2500?

Superior Audio Quality

The XTS 2500 portable radio incorporates Motorola's Noise Shield analog and digital noise reduction technology to accurately filter out the caller's voice from background noise. Virtually eliminating ambient background noise from radio transmissions* and improving user safety by making sure transmissions are not only heard, but clearly understood.

Status / Message Capabilities

Use the XTS 2500 portable radio models with display and keypad to send pre-programmed messages back to the dispatcher without having to use voice communication.

Advanced Emergency Functionality

- + Emergency Keep Alive ensures your emergency call is not dropped even if the radio power switches OFF.
- + Emergency with voice to follow will allow you to communicate without having to press the PTT button.
- + In Digital mode, other users in your talk group hear an alert and see your ID in their display when an emergency call is initiated.

Available in 4 Hardware Models With Increased Channel Capacity

- + Basic model (Model I) – 48 channels.
- + Model with a display (Model I.5) – 96 channels.
- + Model with display and navigation buttons (Model II) – 870 channels.
- + Model with display and full keypad (Model III) – 870 channels.

Motorola System Interoperability

Ability to communicate with many different systems using just one radio: Motorola's SMARTNET®, SmartZone™, and ASTRO 25 systems are all within reach.

Audible Channel Announcement

Channel Announcement allows the user to navigate through channels/talk-groups in the radio while an audible, pre-recorded voice file provides a description of the selected channel or talk-group.

* Recent studies have shown communication systems can be affected by certain high noise sources such as alarm systems in self-contained breathing apparatus or chainsaws in fireground environments.



The Project 25 Solution

- + The affordable answer to the digital standard for public safety.
- + Operates on ASTRO 25 systems, with Mutual Aid functionality on both configurations.

Data Capability

- + Use it as a modem as well as send and receive data through your trunking or conventional system infrastructure.
- + No system – No problem! Use IP packet data capabilities to send data directly to other radios.
- + ASTRO 25 Text messaging Service is a data application through which subscriber radios can send and receive text messages to other subscribers or dispatch operators.

GPS Outdoor Location

The XTS 2500 with the GPS RSM enables a dispatcher to locate on-foot patrol officers who are involved in life threatening situations. Available on ASTRO 25 Integrated Voice and Data systems.

Programming Over Project 25

Motorola's POP25 solution allows subscriber radios to be programmed over the air via the ASTRO 25 systems while remaining in the field.

Easily Adaptable and Fully Expandable

- + Built-in FLASHport™ support lets you customize the radio with new software.
- + Customer Programming Software (CPS) advanced functionality such as Drag and Drop and Programming Over IP allows you to customize your radio while saving time.
- + Ensures future enhancements can be added as you migrate to more sophisticated features and technologies.



"Public safety agencies face a variety of weather conditions along with incidents that demand quality equipment. The need for reliable and durable radios is critical. Fortunately we have Motorola radios to get us through the tough times."

– Eugene Vardaman, Executive Director
North Carolina Criminal Justice
Information Network

Motorola Original® Accessories offer the quality you expect from Motorola along with exceptional dependability.

Pair your portable with a full line of Motorola Original Accessories including remote speaker microphones, headsets, surveillance kits, carry cases, antennas, batteries and charging systems for your every need.

Motorola Original Accessories are performance matched to guarantee the same high standards of quality that you enjoy with your Motorola two-way radio. When you see the Motorola Original logo, you know the accessories are built and tested to meet the highest standards that you expect. Motorola Original Accessories turn your communication system into a personal communication solution for your everyday needs.

XTS 2500 PORTABLE RADIO ACCESSORIES

Temple Transducer Headset

Lightweight, behind-the-head headset with noise-canceling boom microphone. Innovative design lets you clearly receive audio without covering the ear.

Bluetooth® Wireless Adapter

A compact adapter quickly connects to the XTS 2500 accessory connector and allowing you to use the Motorola H300 Bluetooth headset. Bluetooth cuts the cords, bringing simplicity and efficiency to almost any situation.

GPS Remote Speaker Microphone

The GPS Remote Speaker Microphone allows users in outdoor locations to be automatically tracked by satellite for enhanced personnel safety.

Clamshell Battery

The Clamshell Battery allows you to operate off of 12 AA Alkaline batteries. This solution is ideal in emergency situations when you do not have access to a power source to charge your batteries.

Public Safety Microphone

Includes an antenna for increased coverage, 3.5mm audio jack for additional discreteness and volume switch and emergency button for ease of use.



Model I

Model I.5

Model II

Model III

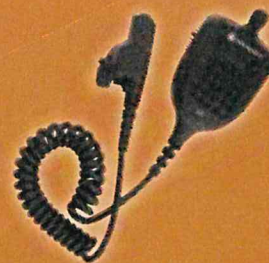
Temple Transducer Headset



Bluetooth® Wireless Adapter



GPS Remote Speaker Microphone



Public Safety Microphone



Both the XTS 2500 and XTS 2500I digital radios are available in four hardware models.

MOTOA⁴™

Mission Critical Portfolio

Technology That's Second Nature™

The XTS 2500 Portable Digital Radios are part of the MOTOA4 Mission Critical Portfolio of products that offer seamless connectivity between first responders. Motorola puts real-time information in the hands of public safety personnel to provide better information that enables better decisions for better outcomes. It's Technology That's Second Nature. motorola.com/secondnature

XTS Digital Portable Radio Series

A full range of Motorola two-way radio public safety solutions are available to meet the demanding needs of mission critical users. For more information go to:

> [**motorola.com/xts2500**](http://motorola.com/xts2500)



MOTOROLA

Motorola, Inc.
1301 East Algonquin Road
Schaumburg, IL 60196 U.S.A.
800-367-2346
motorola.com/xts2500

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RC-4-2001D

INVOICE



Date: 2/14/2023
 Invoice: 2205-003
 Project: Eden WWTP- Service Work

P.O. Box 525
 Meridian, TX 76665
 Phone: 254.435.2387
 Fax: 254.435.6119

Bill To: City of Eden, TX
 Laura Beeson - City Administrator
 P.O. Box 915
 Eden, TX 76837

Basin 2

DESCRIPTION	QTY	AMOUNT	TOTAL
SBR Unit Dewatering	1	\$2,140.00	\$2,140.00
SBR Unit Cleaning & Debris Removal	1	\$9,325.00	\$9,325.00
Crane Rental	1	\$2,800.00	\$2,800.00
Remove existing aeration piping and stack onsite.	1	\$5,917.00	\$5,917.00
Install reused aeration piping in basin and level.	1	\$9,215.00	\$9,215.00
Remoove, clean and reuse retaining rings and baseplates.	1	\$1,645.00	\$1,645.00
Install new membranes on aeration piping.	1	\$4,756.00	\$4,756.00
Repair 8" air header piping.	1	\$5,313.00	\$5,313.00

Make check payable to Purcell Contracting, LLC.
 If you have any questions concerning this
 invoice, please contact Justin Lane at
 254.435.2387

THANK YOU FOR YOUR BUSINESS!

COMPLETE	100.00%
REMAINING	\$0.00
OTHER	\$0.00
AMOUNT DUE	41,111.00

FUND	ACCOUNT	DESCRIPTION	ORIGINAL BUDGET	ADJ 11/10/22	ADJ 1/10/23	ADJ 3/14/23	ADJ	ADJ	NEW BUDGET	
1	452-6201	PROPERTY TAXES-CURRENT	-350,000.00		-10,000.00	-10,000.00			-370,000.00	
1	452-6202	PROPERTY TAXES-DELINQUENT	-12,000.00	-4,000.00	-2,000.00	-1,550.00			-19,550.00	
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			-640.00			-5,040.00	
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			-3,000.00			-3,000.00	
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			-135,000.00			-400,000.00	Core Civic caught up on invoicing
1	454-5202	COPIES/FAXES	-50.00	-100.00		-60.00			-210.00	
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			-200.00			-1,700.00	
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 3/14/23	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			13,050.00			38,050.00	Add new banners and emergency radios
1	511-4501	OFFICE EXPENSE	40,000.00			3,000.00			43,000.00	
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		200.00			1,000.00	
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	5,000.00			37,000.00	School Signs / Stop Signs
1	513-3201	DUMPTRUCK EXPENSE	2,500.00		1,000.00	800.00			4,300.00	
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 3/14/23	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	5,000.00			17,800.00	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	2,000.00			7,000.00	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	
1	589-9301	CAPITAL OUTLAY	0.00						0.00	

FUND	ACCOUNT	DESCRIPTION	ORIGINAL BUDGET	ADJ 11/10/22	ADJ 1/10/23	ADJ 3/14/23	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	7,000.00			-18,000.00	
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	30,000.00			-71,995.00	Core Civic Sewer Adj
2	452-2201	SEWER SERVICE	-155,000.00	-5,000.00	-40,000.00	-10,000.00			-210,000.00	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			0.00	
2	454-5801	INTEREST EARNED	-1,100.00			-900.00			-2,000.00	

FUND	ACCOUNT	DESCRIPTION	ORIGINAL BUDGET	ADJ 11/10/22	ADJ 1/10/23	ADJ 3/14/23	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	4,000.00			18,800.00	
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	10,000.00			260,000.00	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		3,000.00			11,000.00	
2	502-4201	PICKUP OPERATING EXPENSE	8,000.00		2,000.00	5,000.00			15,000.00	Repairs
2	502-4202	PICKUP FUEL EXPENSE	12,000.00		2,000.00	1,500.00			15,500.00	
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	400.00			3,100.00	
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	72,500.00			222,500.00	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			-1,500.00			1,000.00	
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			-20.00			-20.00	
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			800.00	
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	-380.00			1,720.00	
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	
18	589-8101	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 3/14/23	ADJ	ADJ	NEW BUDGET
			ORIGINAL BUDGET	ADJ	ADJ	ADJ	ADJ	ADJ BUDGET TOTAL	
		GENERAL REVENUE	-903,870.00	-12,100.00	-24,565.00	-150,450.00	0.00	0.00	-1,090,985.00
		GENERAL EXPENSE	528,620.00	48,240.00	14,160.00	29,050.00	0.00	0.00	620,070.00
		WATER REVENUE	-1,436,831.28	-59,840.00	-63,395.00	26,500.00	0.00	0.00	-1,533,566.28
		WATER EXPENSE	1,724,303.00	4,600.00	113,300.00	94,900.00	0.00	0.00	1,937,103.00
		GOLF REVENUE	0.00	0.00	-39,100.00	-20.00	0.00	0.00	-39,120.00
		GOLF EXPENSE	14,000.00	19,100.00	-400.00	20.00	0.00	0.00	32,720.00
		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	-150,450.00	0.00	0.00	-1,090,985.00
		WATER	-1,436,831.28	-59,840.00	-63,395.00	26,500.00	0.00	0.00	-1,533,566.28
		GOLF	0.00	0.00	-39,100.00	-20.00	0.00	0.00	-39,120.00
			-2,340,701.28	-71,940.00	-127,060.00	-123,970.00	0.00	0.00	-2,663,671.28
		EXPENSE							
		GENERAL	528,620.00	48,240.00	14,160.00	29,050.00	0.00	0.00	620,070.00
		WATER	1,724,303.00	4,600.00	113,300.00	94,900.00	0.00	0.00	1,937,103.00
		GOLF	14,000.00	19,100.00	-400.00	20.00	0.00	0.00	32,720.00
			2,266,923.00	71,940.00	127,060.00	123,970.00	0.00	0.00	2,589,893.00