

AGENDA
CITY OF BRACKETTVILLE
REGULAR COUNCIL MEETING
JULY 13, 2021
CITY ANNEX, 1459 W. HWY 90 WEST
6:00 PM.

1. Call of Order
2. Roll Call and Establishment of Quorum
3. Pledge of Allegiance
4. Citizens Recognition and Communication

MINUTES

5. Approval of minutes for June 15, 2021 and minutes for Budget Workshop July 1, 2021.

PUBLIC HEARING

6. Public Hearing-City of Brackettville is conducting a public hearing in regards to the Annual Drinking Water Quality Report or Consumer Confidence Report for the period of January 1 to December 31, 2020.

DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

7. Discussion and possible action related to request by City employees to purchase and place a plaque at the City Hall bench area to honor the late Ida Pacheco.
8. Consideration and possible action on modifying due date for water utility bill and procedures for termination of utility services to customers.
9. Consideration and possible action on increasing sewer machine rate from \$50.00 to \$75.00 per trip to City residents or businesses with sewer problems.
10. Discussion and presentation of System Total Report by City staff
11. Discussion and presentation of payment journal and budget.

MONTHLY REPORTS:

12. Consideration and possible action on the monthly law enforcement report presented by the Sheriff Brad Coe.

13. Consideration and possible action on the monthly report presented by the Operations Supervisor Michael Falcon.
14. Consideration and possible action of the monthly report presented by City Administrator Nora Y. Rivas.
15. Consideration and possible action on the monthly report presented by Mayor Eric J. Martinez.

EXECUTIVE SESSION

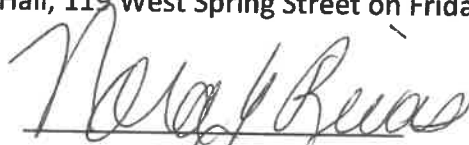
16. Executive session pursuant to Section 551.071 and 551.074, Chapter 551, of the Texas Government Code –Consultation with Attorney and discussion of personnel matters -- Annual Evaluation of Maintenance Supervisor Michael Falcon job performance; possible action in open session regarding same which may include salary and job description adjustments.
17. Executive session pursuant to Section 551.071 and 551.074, Chapter 551, of the Texas Government Code –Consultation with Attorney and discussion on City of Brackettville and Fort Clark Municipal Utility District Irrigation lease boundary.

ADJOURNMENT:

18. ADJOURN

The City Council reserves the right to consider business out of the posted order and the right to adjourn into executive session to discuss items, which are not listed as Executive Session items but which qualify to be discussed in closed session under Chapter 551 of the Texas Government Code, including attorney-client matters.

The undersigned does hereby attest that the agenda mentioned above was posted on the Bulletin Board located at City Hall, 119 West Spring Street on Friday, July 9, 2021 at 5 :30p.m.



Nora Y. Rivas
City Administrator

MINUTES
CITY OF BRACKETTVILLE
REGULAR COUNCIL MEETING
JUNE 15, 2021
CITY ANNEX, 1459 W. HWY 90 WEST
6:00 P.M.

The City Council of the City of Brackettville held a Public Hearing/ Regular Council Meeting on June 15, 2021 at 6:00 p.m. at the City Annex located on HWY 90, Brackettville, TX 78832. All notices were duly posted in accordance with the law.

1. Call of Order

Mayor Eric J Martinez called meeting to order at 6:00 p.m.

2. Roll Call and Establishment of Quorum

Roll call led by City Administrator Nora Y. Rivas

Present: Mayor Eric J Martinez, and Alderman Isauro Rivas, Alderman Charles Hall and Alderwoman Francisca Hernandez, Alderwoman Nicole Mata, Alderman Adam Sandoval

Staff: City Administrator Nora Y Rivas, Utility Clerk Claudia Pacheco, Operations Supervisor Michael Falcon

City Attorney Heriberto Morales, Law Clerk RJ Ruiz

3. Pledge of Allegiance

Pledge of Allegiance led by Mayor Eric J Martinez

4. Citizens Recognition and Communication

Former Alderwoman Rene A Villarreal stated to the council that she was no longer a Alderwoman and that she is not a property owner addressing item number 18 on Executive session.

Citizen Norma Sandoval asked if there was any progress on hiring for animal control.

MINUTES:

5. Approval of minutes for May 11, 2021 and special meeting on May 17, 2021.

Alderman Charles Hall moved to approve minutes for May 11, 2021 seconded by Alderwoman Nicole Mata. All in favor. Motion carries.

Alderwoman Francisca Hernandez moved to approve minutes for May 17, 2021, seconded by Alderwoman Nicole Mata. All in favor. Motion carries.

DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

6. Consideration and possible action on Kinney County Little League water bill paid by trade off of Roller machine with Kinney County Commissioners.

President of Kinney County Little League Ben Lewis speaks in behalf of the Little League stating that Little League will pay minimum amount of water bill, rest of bill for trade off.

Alderwoman Francisca Hernandez moved to table item to executive session seconded by Alderwoman Nicole Mata. Alderwoman Francisca Hernandez authorized for City Administrative Nora Rivas to have a bill of sale for trade on roller, seconded by Alderman Charles Hall. Alderman Isauro Rivas abstained. Alderman Adam Sandoval abstained. Alderman Isauro Rivas and Alderman Adam Sandoval exited the room. Motion carries.

7. Consideration and possible action on the purchase of a mulcher machine for maintenance and upkeep.

Alderman Isauro Rivas moved to approve the purchase of the mulcher machine, seconded by Alderwoman Francisca Hernandez. Alderman Adam Sandoval opposed. Motion carries.

8. Consideration and possible action on the purchase of a sewer machine and declaring an emergency.

Alderwoman Francisca Hernandez moved to approve the purchase of the new sewer machine, seconded by Alderman Charles Hall. All in favor. Motion carries.

9. Consideration and possible action on establishing the duties, responsibilities, and requirements for a compliance officer and possible establishment of salary rates.

Alderswoman Francisca Hernandez moved for City Administrator Nora Rivas to prepare a draft of job description and duties of a Compliance officer, seconded by Alderman Adam Sandoval. All in favor. Motion carries.

10. Consideration and possible action on getting additional training for staff such as RVS (utility system) and natural gas (certification). Certification for Municipal court clerk. Municipal court judge training as needed for Municipal Court Center Point (Red Wings) system for payroll and accounts payable.

Alderman Isauro Rivas moved to approve training for staff, seconded by Alderswoman Francisca Hernandez. All in favor. Motion carries.

11. Consideration and possible action on hiring Dirksen Engineering to do a land survey on properties on Spring St., and Crockett St.

Alderswoman Francisca Hernandez moved to approve City Administrator Nora Rivas to hire Dirksen Engineering or any other surveyor, seconded by Alderman Isauro Rivas. All in favor. Motion carries.

MONTHLY REPORTS:

12. Consideration and discussion of the monthly report presented by Sheriff Brad Coe.

Resident calls-26
Arrest-1
Domestic calls-3

Criminal calls-32
Animal calls-6
Traffic citations-49

New bookings-14
Seized vehicles-17

13. Consideration and discussion of the monthly report presented by the Operations Supervisor Michael Falcon.

Major jobs: family dollar water service, mowing easements, mow around water tower, water tower locate pipes map to map out system

Upcoming jobs: install new water lines on Thomas St, attempt to reconnect to pressure tank

Ongoing jobs: continue easement clean up, monthly bulk and metal pick up, brush pick up, filling pot holes and road repairs

14. Consideration and discuss of the monthly report presented by City Administrator Nora Y Rivas.

City Administrator Nora Rivas states that all the paperwork for TDEM (Texas Division of Emergency Management) has been submitted on the reimbursement of Covid. Also invoices have been submitted to FEMA (Federal Emergency Management Agency). Juanita Ponce has picked up paperwork to start the bank reconciliations. Budget workshops on Monday June 28, @5:30 p.m.

EXECUTIVE SESSION:

Mayor Eric Martinez called meeting into executive session at 7:24 p.m.

Mayor Eric Martinez reconvened the meeting into open session at 9:06 p.m.

15. Executive session pursuant to Section 551.071 and 551.074, Chapter 551, of the Texas Government Code- consultation with attorney and discussion of personnel matters- annual evaluation of maintenance employee Jorge Palmeros job performance; possible action in open session regarding same which may include but is not limited to salary and job description adjustments and/or modifications.

Aldерwoman Francisca Hernandez moved to approve pay raise increase of \$.50 cents seconded by Alderman Isauro Rivas. All in favor. Motion carries.

16. Executive session pursuant to Section 551.071 and 551.074, Chapter 551, of the Texas Government Code- consultation with legal counsel and discussion of personnel matters –salary evaluation of Maintenance employee Cesar Montoya job performance; possible action in open session regarding same which may include but is not limited to salary and job description adjustments and/or modifications.

Alderman Isauro Rivas moved to approve pay raise increase of \$1.00 seconded by Aldерwoman Francisca Hernandez. Alderman Charles Hall opposed. Motion carries.

17. Executive Session pursuant to Section 551.071 and 551.074, Chapter 551, of the Texas Government Code- consultation with legal counsel on the consideration of an interlocal agreement with the Kinney County constable for law enforcement services; possible action in open session.

Aldерwoman Francisca Hernandez moved to authorize City Administrator Nora Rivas to finalize constable services within the City limits and authorize City Attorney Heriberto Morales to discuss legal obligations of Constable with the County Judge.

18. Executive session pursuant to Section 551.071 and 551.074, Chapter 551, of the Texas Government Code- consultation with legal counsel and discussion of personnel matter- discussion on the investigation report summary related to an alleged driveway construction project built by a City vendor on Alderman Place 1- Rene Villarreal's property; possible action in open session regarding same.

Alderman Charles Hall moved to take no action since there was no evidence of wrong doing by Ms. Villarreal, seconded by Alderwoman Francisca Hernandez. All in favor. Motion carries.

19. Executive session pursuant to Section 551.071 and 551.074, Chapter 551, of the Texas Government Code- consultation with legal counsel and discussion of personal matters- discussion on the investigation report summary related to city's reimbursement of overcharges to one or more utility customer service accounts by City Administrator, Nora Rivas; possible action in open session regarding the same, which may include but is not limited to possible disciplinary action.

Alderwoman Nicole Mata moved to request City Administrator Nora Rivas to update City utility service invoicing that includes notifying council in writing of any credits to customers in the excess of \$2000.00 furthermore, authorize City Administrator Nora Rivas to implement policies and procedures using existing utility software that includes notices for deviations from normal utility charges to customers, seconded by Alderman Charles Hall. All in favor. Motion carries

ADJOURNMENT:

20. ADJOURN

Meeting adjourned @ 9:16 p.m. motion made by Alderman Charles Hall, seconded by Alderwoman Nicole Mata. All in favor. Motion carries.

Approved and passed July 13, 2021.

Attest:

Eric J Martínez
Mayor

Nora Y. Rivas
City Administrator

MINUTES
CITY OF BRACKETTVILLE
BUDGET WORKSHOP
JULY 1, 2021
CITY ANNEX, 1459 W. HWY 90 WEST
5:30 P.M.

The City Council of the City of Brackettville held a Budget Workshop on Thursday, July 1, 2021 at 5:30 p.m. at the City Annex located on HWY 90, Brackettville, TX 78832. All notices were duly posted in accordance with the law.

1. Call of Order

Mayor Eric J. Martinez called the Budget Workshop to order at 5:37 P.M.

2. Roll Call and Establishment of Quorum

Roll Call was led by City Administrator Nora Y. Rivas.

Present: Mayor Eric J. Martinez, Alderwoman Nicole Mata, Alderman Charles Hall and Alderman Adam Sandoval.

Not Present: Alderwoman Francisca Hernandez, Alderman Isauro Rivas.

Staff: City Administrator Nora Y. Rivas; General Clerk Crystal Garcia

3. Pledge of Allegiance

Pledge of Allegiance led by Mayor Eric J. Martinez.

4. Citizens Communications

None.

5. Fiscal Budget

Mayor Eric J. Martinez asked City Administrator Nora Y. Rivas to explain the lined items under Utility and Operating Funds. City Administrator Nora Y. Rivas explained to the City Council what payments were being paid from the Utility and Operating Fund.

6. Adjournment

Alderman Charles Hall motioned to adjourn the meeting at 6:36 P.M. Seconded by Alderwoman Nicole Mata. All in favor. Meeting adjourned at 6:36 P.M.

2020 Consumer Confidence Report for Public Water System CITY OF BRACKETVILLE

This is your water quality report for January 1 to December 31, 2020

CITY OF BRACKETVILLE provides ground water from The Edwards Aquifer located in Kinney County.

For more information regarding this report contact:

Name City of Bracketville

Phone 830.563.2412

Este reporte incluye información importante sobre el agua para tomar. Para asistencia en español, favor de llamar al telefono (830) 563 - 2412.

Definitions and Abbreviations

Definitions and Abbreviations

Action Level:

The following tables contain scientific terms and measures, some of which may require explanation.

The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

Avg:

Regulatory compliance with some MCLs are based on running annual average of monthly samples.

Level 1 Assessment:

A Level 1 assessment is a study of the water system to identify potential problems and determine (if possible) why total coliform bacteria have been found in our water system.

Level 2 Assessment:

A Level 2 assessment is a very detailed study of the water system to identify potential problems and determine (if possible) why an E. coli MCL violation has occurred and/or why total coliform bacteria have been found in our water system on multiple occasions.

Maximum Contaminant Level or MCL:

The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

Maximum Contaminant Level Goal or MCLG:

The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Maximum residual disinfectant level or MRDL:

The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum residual disinfectant level goal or MRDLG:

The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

MFL

million fibers per liter (a measure of asbestos)

mrem:

millirems per year (a measure of radiation absorbed by the body)

na:

not applicable.

NTU

nephelometric turbidity units (a measure of turbidity)

pc/l

picocuries per liter (a measure of radioactivity)

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. We are responsible for providing high quality drinking water, but we cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

Information about Source Water

TCEQ completed an assessment of your source water, and results indicate that some of our sources are susceptible to certain contaminants. The sampling requirements for your water system is based on this susceptibility and previous sample data. Any detections of these contaminants will be found in this Consumer Confidence Report. For more information on source water assessments and protection efforts at our system contact [insert water system contact][insert phone number]

Contaminant	Date Sampled	MCLG	Action Level (AL)	90th Percentile	# Sites Over AL	Units	Violation	Likely Source of Contamination
Lead and Copper	08/06/2019	1.3	1.3	0.1	0	ppm	N	Erosion of natural deposits; Leaching from wood preservatives; Corrosion of household plumbing
Copper	08/06/2019	1.3	1.3	0.1	0	ppm	N	Erosion of natural deposits; Leaching from wood preservatives; Corrosion of household plumbing
Lead	08/06/2019	0	15	0.8	0	ppb	N	Corrosion of household plumbing systems; Erosion of natural deposits.

2020 Water Quality Test Results

Disinfection By-Products	Collection Date	Highest Level Detected	Range of Individual Samples	MCLG	MCL	Units	Violation	Likely Source of Contamination
Halooacetic Acids (HAAS)	2020	1	1.1 - 1.1	No goal for the total	60	ppb	N	By-product of drinking water disinfection.

*The value in the Highest Level or Average Detected column is the highest average of all HAAS sample results collected at a location over a year

System Totals Report

CITY OF BRACKETTVILLE

Water Pumped This Month	1,022,200 Gallons
Water Sold This Month	6,279,610 Gallons
Water Loss	-5,257,410 Gallons
Water Loss (%)	-514.32 %
Gas Sold This Month	505,400

	Amount (\$)	# Of Accounts
Total Water	30,022.33	771
Total Sewage	11,113.40	717
Total Landfill	16,983.00	629
Total Late Charge	1,480.00	74
Total Adjustments	11,812.41	216
Total Gas	5,095.37	175
Total Surcharge	8,209.00	774
Total Sales Tax	58.82	9
Total Current Charges	84,774.33	792
Amount Past Due 1-30 Days	3,137.57	30
Amount Past Due 31-60 Days	1,146.35	12
Amount Past Due Over 60 Days	52,393.37	267
Amount Of Overpayments/Prepayments	-24,098.29	210
Total Receivables	117,353.33	1,068

Total Receipts On Account	72,322.73	751
Net Change in Deposits	345.00	10
Amount of All Deposits	54,373.30	549
Amount of All Deposit 2	75.00	1
Turned Off Accounts (Amount Owed)	0.00	
Collection Accounts (Amount Owed)	47,699.13	439
Number Of Unread (Turned On) Meters		6
Average Usage For Active Meters	8,071	778
Average Water Charge For Active Meters	38.94	771

Usage Groups	Gallons	# Of Accounts	Usage Gallons	% Of Usage	% Of Sales
Over 50,000		14	1,959,950	31.21	39.67
40,001-50,000		4	186,380	2.97	1.85
30,001-40,000		11	381,110	6.07	3.26
20,001-30,000		20	485,840	7.74	4.74
10,001-20,000		84	1,155,280	18.40	11.95
8,001-10,000		48	435,830	6.94	4.65
6,001-8,000		75	520,810	8.29	6.04
4,001-6,000		106	523,870	8.34	6.78
2,001-4,000		156	458,830	7.31	7.50
1-2,000		199	171,710	2.73	10.54
Zero Usage		61	0	0.00	3.03
Total Meters		778	6,279,610	100.00	100.00

7/1/2021

7:58:12AM

Reprinted for:

6/30/2021

System Totals Report

CITY OF BRACKETTVILLE

Monthly Reconciliation

Ending Receivables (Last Month)		104,901.73
Sales this Month	+	72,961.92
Adjustments this Month		11,812.41
Less Payments this Month	-	<u>72,322.73</u>
	=	117,353.33
Total Receivables		117,353.33
Ending Deposits (Last Month)		54,034.42
Changes this Month		<u>345.00</u>
	=	54,379.42
Total Deposits		54,448.30

ORDINANCE NO. 2020-15-09B
AN ORDINANCE APPROVING AND
ADOPTING THE BUDGET OF THE
CITY OF BRACKETTVILLE, TEXAS
FOR THE 200-2021 FISCAL YEAR

FILED FOR RECORD
at 8:35 o'clock AM

OCT 02 2020

Ricardo Alvarado
COUNTY & DISTRICT CLERK, KINNEY CO.
Ricardo Alvarado Deputy

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRACKETTVILLE, TEXAS, that:

SECTION 1. The City Administrator of this municipality having prepared and submitted to the City Council, a proposed budget representing a complete financial plan for the 2020-2021 fiscal year of said City, so prepared and submitted for such year to commence on the 1st day of October, 2020, and ending the 30th day September, 2021, notice of which, by publication having been timely given pursuant to applicable state law; and after due submission, reading, discussion and deliberation held after the posting, the attached budget, as amended, in its final form and by each sub-total appearing under each heading, is hereby approved and adopted as the City Budget of the City of Brackettville, for the period therein and hereinafter specified.

SECTION 2. The City Administrator of this City is hereby authorized and instructed to file, or cause to be filed forthwith, following the adoption of this Ordinance, a copy hereof and of the said City Budget, with each of the following officers:

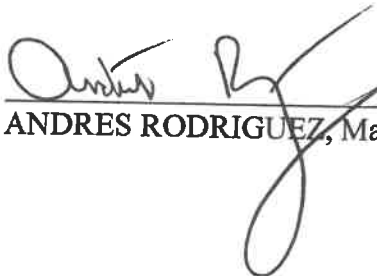
- A. The County Clerk of Kinney County, Texas at Brackettville
- B. The City Administrator of the City of Brackettville, Texas, at Brackettville

SECTION 3. To provide for the lawful and orderly affairs of the City of Brackettville, Texas, the City of Brackettville must establish and approve a budget for the 2020-2021 fiscal year to commence on October 1, 2020. The City of Brackettville has

now approved such budget as set forth above, this Ordinance, therefore, shall be in full force and effect from and after its passage on this date.


This Ordinance shall be effective from and after its passage and approval upon second reading and any required publication as prescribed by Law.

READ, PASSED, AND APPROVED ON FIRST READING, this 15th day of SEPTEMBER 2020.



ANDRES RODRIGUEZ, Mayor

ATTEST:



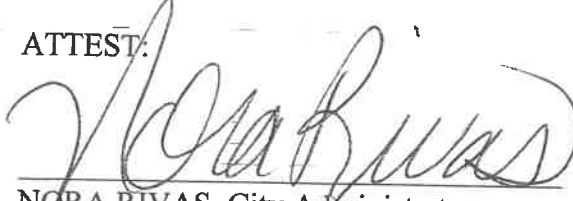
NORA RIVAS, City Administrator

READ, PASSED, AND APPROVED ON SECOND AND FINAL READING, this 30th day of September, 2020.



ANDRES RODRIGUEZ, Mayor

ATTEST:



NORA RIVAS, City Administrator

CITY OF BRACKETTVILLE 2020-2021 PROPOSED FISCAL BUDGET
UTILITY FUNDS

FILED FOR RECORD
 at 8:35 o'clock A.M

OCT 02 2020

Ricardo Alvarado
 COUNTY & DISTRICT CLERK, HINNEY CO.
 Deputy

UTILITY REVENUE

CREDIT CARD SERVICE FEES		\$3,500.00
DUMP TURCK RENTAL		\$250.00
EQUIPMENT RENTAL (BACKHOE)		\$2,000.00
FCMUD USDA BOND		\$15,437.33
GAS SALES		\$100,000.00
GAS TAX REVENUE		\$2,000.00
INTEREST INCOME		\$50.00
LANDFILL		\$305,000.00
LATE FEE		\$20,000.00
RECEIPTS		\$500.00
RECONNECTION FEE		\$4,500.00
SERVICE FEE		\$4,500.00
SEWER MACHINE		\$1,000.00
SEWER SALES		\$145,000.00
SEWER TAP FEE		\$2,500.00
SURCHARGE FEES		\$95,000.00
WATER TAP FEES		\$4,900.00
WATER-AGRICULTURE		\$1,721.33
WATER-COMMERCIAL		\$125,000.00
WATER-INDUSTRIAL		\$55,000.00
WATER -RESIDENTIAL		\$191,000.00
	SUBTOTAL UTILITY REVENUE	\$1,078,858.66
	TOTAL UTILITY REVENUE BUDGET	\$1,078,858.66

UTILITY EXPENSE

AUTO GAS PURCHASE		\$26,000.00
BANK SERVICE CHARGE		\$672.32
CAPITAL-OUTLAY HOLD CAT		\$17,500.00
CATHODIC PROTECTION		\$500.00
CERTIFICATE OF OBLIGATION		\$1,200.00
CREDIT CARD SERVICE FEE		\$2,000.00
CONTRACT LABOR/WATER OPERATOR		\$13,000.00
GARBAGE GOBBLER/LANDFILL		\$130,000.00
INSURANCE-HEALTH		\$110,000.00
INSURANCE-LIABILITY VEHICLE		\$21,000.00
INSURANCE-LIFE		\$4,000.00
INSURANCE-WORKERS COMP		\$14,000.00
LEASED OFFICE-EQUIPMENT		\$6,000.00
MAINT & REPAIR-AUTO		\$20,000.00
MAINT & REPAIR-GAS		\$15,000.00
MAINT & REPAIR-SEWER		\$33,000.00
MAINT & REPAIR-WATER		\$52,000.00

MAINT & REPAIR-GARBAGE GOBBLER		\$4,000.00	
NATURAL GAS PURCHASE		\$30,000.00	
OFFICE SUPPLIES		\$6,000.00	
PAYROLL TAX		\$40,000.00	
POSTAGE		\$5,000.00	
SALARIES		\$450,000.00	
SCHOOL/TRAVEL		\$5,000.00	
SOFTWARE UPDATE/MAINTENACE		\$7,000.00	
TCEQ PROMISSARY NOTE		\$250.00	
UNEXPECTED EXPENSE		\$500.00	
UNIFORMS		\$5,000.00	
UTILITY-WATER TOWER		\$26,000.00	
WATER ANALYSIS		\$2,000.00	
WATER WASTE ADMIN FEE		\$6,000.00	
SUBTOTAL UTILITY EXPENSE			\$1,052,622.32

\$1,052,622.32

BOND REVENUE PAYMENT

FEB. \$19906.42/AUG. \$6378.75

SUBTOTAL BOND REVENUE PAYMENT		\$26,236.34	\$26,236.34
			\$1,078,858.66
TOTAL UTILITY EXPENSE BUDGET			\$1,078,858.66

OPERATING FUND

REVENUE TAXES

ANIMAL SHELTER		\$4,000.00	
BEVERAGE & MISC TAX		\$1,100.00	
BULIDING PERMITS & LICENSES		\$8,000.00	
CITY SALES TAX		\$110,000.00	
GROSS RECEIPT TAX		\$30,000.00	
INTEREST INCOME		\$50.00	
PENALTY & INTEREST		\$10,000.00	
PROPERTY TAXES		\$230,000.00	
SUBTOTAL OPERATING REVENUE			\$393,150.00

MUNICIPAL COURT FINES

MUNICIPAL COURT FINES		\$10,000.00	
SUBTOTAL MUNICIPAL COURT			\$10,000.00
TOTAL OPERATING REVENUE BUDGET			\$403,150.00

OPERATING EXPENSE

OPERATING SALARIES

ADMINISTRATIVE MAYOR & COUNCIL		\$23,000.00	
CITY ADMINISTRATOR		\$45,000.00	
SUBTOTAL OPERATING PAYROLL EXPENSE		\$68,000.00	\$68,000.00
			\$471,150.00

OPERATING EXPENSES

ACCOUNTING SERVICES		\$25,000.00	
ADVERTISING		\$1,000.00	
ANIMAL CONTROL		\$4,400.00	
AUDITORS		\$50,000.00	
CAPITAL OUTLAY- TRUCK		\$9,600.00	
DRUG TESTING		\$1,600.00	
DUES/SUBSCRIPTION		\$1,800.00	
ELECTION EXPENSE		\$10,000.00	
FLOOD DAMAGE CONTROL		\$2,000.00	
KINNEY COUNTY DISTRICT		\$20,000.00	
LEGAL FEES		\$45,000.00	
MAINT/REPAIRS CITY BUILDINGS		\$25,000.00	
MAINT/REPAIRS EQUIPMENT		\$30,000.00	
MAINT/OPERATIONG SUPPLIES		\$35,000.00	
MAYOR FITNESS GRANT		\$4,400.00	
MISCELLANEOUS EXPENSES		\$500.00	
OFFICE SUPPLIES/POSTAGE		\$12,000.00	
PAYROLL TAXES		\$10,000.00	
SCHOOL/TRAVEL		\$5,000.00	
STREET LIGHTING		\$27,000.00	
STREET REPAIR		\$45,000.00	
STREET SIGNS		\$10,500.00	
TELEPHONE		\$15,000.00	
TESS INC SERVICES		\$250.00	
TML AUDIT FEE		\$2,500.00	
TML GENERAL LIABILTY		\$8,000.00	
UTILITY/CITY OPERATIONS		\$20,300.00	
SUBTOTAL OPERATING EXPENSES			\$420,850.00

MUNICIPAL COURTS

JUDGE		\$4,800.00	
OFFICE SUPPLY		\$500.00	
SCHOOL\TRAINING		\$1,000.00	
STATE COMPTROLLER		\$5,000.00	
SOFTWARE UPDATES		\$3,000.00	
SUBTOTAL COURT EXPENSES			\$14,300.00

POLICE DEPARTMENT

SALARY		\$36,000.00	
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\$36,000.00

TOTAL OPERATING EXPENSE BUDGET

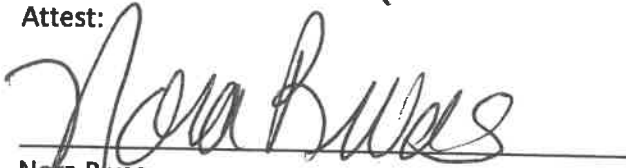
\$471,150.00

Adopted this the 15th day of September, 2020



Andres Rodriguez
Mayor

Attest:



Nora Rivas
City Administrator

Utility Fund
Payments Journal
6/1/2021 to 6/30/2021

Account Number	Account Name	Amount	Notation
Utility Account			
6/2/2021	Check / Ref #: 05168	Payee: Dollar General-Regions 410526	Charged Sales
804	Office Supplies	12.95	
804	Office Supplies	79.95	
804	Office Supplies	40.85	
	Check Amount	\$133.75	
6/2/2021	Check / Ref #: 05169	Payee: South Texas Refuse Disposal Inc.	
839	Garbage Gobbler/ Landfill	1,700.00	
839	Garbage Gobbler/ Landfill	1,700.00	
839	Garbage Gobbler/ Landfill	3,400.00	
	Check Amount	\$6,800.00	
6/2/2021	Check / Ref #: 05170	Payee: Quill Corp	
804	Office Supplies	430.97	
804	Office Supplies	21.01	
804	Office Supplies	131.94	
	Check Amount	\$583.92	
6/2/2021	Check / Ref #: 05171	Payee: Quill Corp	
804	Office Supplies	46.99	
804	Office Supplies	5.00	
	Check Amount	\$51.99	
6/2/2021	Check / Ref #: 05172	Payee: Raisa Coronado	
803	Deposit Refund	120.00	
	Check Amount	\$120.00	
6/2/2021	Check / Ref #: 05173	Payee: South West Auto & Tractor	
811	Maint & Repair- Auto Expense	344.30	
	Check Amount	\$344.30	
6/2/2021	Check / Ref #: 05174	Payee: Home Depot Credit Services	
804	Office Supplies	292.47	
809	Maint & Repair- Water	301.90	
	Check Amount	\$594.37	
6/4/2021	Check / Ref #: 05175	Payee: Ryan Alexander	
803	Deposit Refund	16.45	
	Check Amount	\$16.45	
6/4/2021	Check / Ref #: 05176	Payee: Ryan Alexander	
803	Deposit Refund	43.52	
	Check Amount	\$43.52	
6/4/2021	Check / Ref #: 05177	Payee: Fort Clark Springs	
839	Garbage Gobbler/ Landfill	250.00	
	Check Amount	\$250.00	
6/4/2021	Check / Ref #: 05178	Payee: Mike Ford	
831	School/ Travel	9.08	
831	School/ Travel	2.79	
	Check Amount	\$11.87	
6/4/2021	Check / Ref #: 05179	Payee: American Auto Parts Inc.	
811	Maint & Repair- Auto Expense	13.99	
811	Maint & Repair- Auto Expense	302.97	
	Check Amount	\$316.96	
6/4/2021	Check / Ref #: 05180	Payee: Nora Rivas	
805	Software Updates/Maint	32.46	
	Check Amount	\$32.46	

Utility Fund
Payments Journal
6/1/2021 to 6/30/2021

Account Number	Account Name	Amount	Notation
6/4/2021	Check / Ref #: 05181 Payee: Kinney County Wool & Mohair		
808	Maint & Repair- Gas	106.90	
809	Maint & Repair- Water	32.85	
	Check Amount	\$139.75	
6/4/2021	Check / Ref #: 05182 Payee: D&D Hardware		
808	Maint & Repair- Gas	97.91	
809	Maint & Repair- Water	16.19	
	Check Amount	\$114.10	
6/4/2021	Check / Ref #: 05183 Payee: TML Intergovernmental Risk Pool		
825	TML General Liability	1,912.31	
	Check Amount	\$1,912.31	
6/7/2021	Check / Ref #: 05184 Payee: Tandem Distributors, LLC		
812	Auto Gas Purchase	2,285.25	
	Check Amount	\$2,285.25	
6/7/2021	Check / Ref #: 05185 Payee: Pitney Bowes Global Financial Services, LLC		
813	Leased Office Equipment	453.42	
	Check Amount	\$453.42	
6/7/2021	Check / Ref #: 05186 Payee: Holt Cat		
811	Maint & Repair- Auto Expense	111.70	
	Check Amount	\$111.70	
6/8/2021	Check / Ref #: 05187 Payee: Nora Rivas		
809	Maint & Repair- Water	25.00	
	Check Amount	\$25.00	
6/11/2021	Check / Ref #: 05188 Payee: Railroad Commission of Texas		
808	Maint & Repair- Gas	268.40	
	Check Amount	\$268.40	
6/15/2021	Check / Ref #: 05189 Payee: Holt Cat		
811	Maint & Repair- Auto Expense	251.68	
	Check Amount	\$251.68	
6/15/2021	Check / Ref #: 05190 Payee: WTG Gas Marketing, INC		
806	Natural Gas Purchase	2,303.55	
	Check Amount	\$2,303.55	
6/15/2021	Check / Ref #: 05191 Payee: DPC Industries, INC.		
809	Maint & Repair- Water	96.00	
	Check Amount	\$96.00	
6/15/2021	Check / Ref #: 05192 Payee: South Texas Refuse Disposal Inc.		
839	Garbage Gobbler/ Landfill	2,550.00	
	Check Amount	\$2,550.00	
6/15/2021	Check / Ref #: 05193 Payee: Cirro Energy		
822	Utility/ City Operations	3,631.97	
	Check Amount	\$3,631.97	
6/15/2021	Check / Ref #: 05194 Payee: APSCO Supply		
809	Maint & Repair- Water	404.28	
	Check Amount	\$404.28	
6/15/2021	Check / Ref #: 05195 Payee: ACT Pipe & Supply		
809	Maint & Repair- Water	2,093.90	
809	Maint & Repair- Water	519.40	
	Check Amount	\$2,613.30	
6/15/2021	Check / Ref #: 05196 Payee: Eyetopia TPA, LLC		
824	Insurance- Health	296.00	
	Check Amount	\$296.00	

Utility Fund
Payments Journal
6/1/2021 to 6/30/2021

Account Number	Account Name	Amount	Notation
6/15/2021	Check / Ref #: 05197		Payee: Capital one
804	Office Supplies	362.57	
	Check Amount	\$362.57	
6/18/2021	Check / Ref #: 05198		Payee: South Texas Refuse Disposal Inc.
839	Garbage Gobbler/ Landfill	5,100.00	
	Check Amount	\$5,100.00	
6/18/2021	Check / Ref #: 05199		Payee: Pollution Control Services
853	Water Analysis	87.00	
	Check Amount	\$87.00	
6/18/2021	Check / Ref #: 05200		Payee: Grainger
840	Uniforms	136.80	
	Check Amount	\$136.80	
6/18/2021	Check / Ref #: 05201		Payee: Moy's Water Drilling & Services of Texas, Inc.
809	Maint & Repair- Water	70.00	
	Check Amount	\$70.00	
6/18/2021	Check / Ref #: 05203		Payee: Cintas
840	Uniforms	108.60	
840	Uniforms	86.80	
840	Uniforms	86.80	
840	Uniforms	86.80	
	Check Amount	\$369.00	
6/22/2021	Check / Ref #: 05204		Payee: Grainger
822	Utility- Water Tower Acct	106.68	
	Check Amount	\$106.68	
6/22/2021	Check / Ref #: 05205		Payee: Tellus Equipment Solutions -Uvalde
811	Maint & Repair- Auto Expense	140.44	
	Check Amount	\$140.44	
6/22/2021	Check / Ref #: 05206		Payee: Grainger
809	Maint & Repair- Water	358.96	
	Check Amount	\$358.96	
6/22/2021	Check / Ref #: 05207		Payee: Office Depot, Inc.
804	Office Supplies	72.61	
804	Office Supplies	89.39	
	Check Amount	\$162.00	
6/22/2021	Check / Ref #: 05208		Payee: National Farm Life Insurance Company
824	Insurance- Health	85.90	
	Check Amount	\$85.90	
6/22/2021	Check / Ref #: 05209		Payee: Caterpillar Financial Services Corporation
	Capital Outlay - Holt Cat	1,431.96	
	Check Amount	\$1,431.96	
6/24/2021	Check / Ref #: 05210		Payee: Principal Life Insurance Company
824	Insurance- Health	129.11	
	Check Amount	\$129.11	
6/24/2021	Check / Ref #: 05211		Payee: Konica Minolta Premier Finance
813	Leased Office Equipment	259.46	
	Check Amount	\$259.46	
6/24/2021	Check / Ref #: 05212		Payee: John Deere Financial
811	Maint & Repair- Auto Expense	140.44	
	Check Amount	\$140.44	
6/24/2021	Check / Ref #: 05213		Payee: Blue Cross Blue Shield of Texas
824	Insurance- Health	5,684.31	

Utility Fund
Payments Journal
6/1/2021 to 6/30/2021

Account Number	Account Name	Amount	Notation
	Check Amount	\$5,684.31	
6/25/2021	Check / Ref #: 05214	Payee: South Texas Refuse Disposal Inc.	
839	Garbage Gobbler/ Landfill	3,400.00	
	Check Amount	\$3,400.00	
6/25/2021	Check / Ref #: 05215	Payee: Dollar General-Regions 410526 Charged Sales	
804	Office Supplies	14.85	
804	Office Supplies	34.93	
804	Office Supplies	31.35	
804	Office Supplies	7.90	
804	Office Supplies	19.80	
	Check Amount	\$108.83	
6/25/2021	Check / Ref #: 05216	Payee: GASTI INC	
808	Maint & Repair- Gas	1,294.14	
	Check Amount	\$1,294.14	
6/25/2021	Check / Ref #: 05217	Payee: Ferguson	
809	Maint & Repair- Water	27.19	
809	Maint & Repair- Water	98.06	
	Check Amount	\$125.25	
6/25/2021	Check / Ref #: 05218	Payee: American Auto Parts Inc.	
811	Maint & Repair- Auto Expense	55.00	
	Check Amount	\$55.00	
6/25/2021	Check / Ref #: 05219	Payee: Wex Bank	
812	Auto Gas Purchase	516.72	
	Check Amount	\$516.72	
6/28/2021	Check / Ref #: 05220	Payee: Quill Corp	
804	Office Supplies	109.97	
	Check Amount	\$109.97	
6/29/2021	Check / Ref #: 05222	Payee: Capital one	
804	Office Supplies	103.81	
	Check Amount	\$103.81	
	Utility Account Totals	\$47,094.65	
	Report Totals	\$47,094.65	
	Records included in total = 75		

Report Options

Check Date: 6/1/2021 to 6/30/2021
Vendor: Excludes ,
Fund: Utility Fund

**Operating Fund
Payments Journal
6/1/2021 to 6/30/2021**

Account Number	Account Name	Amount	Notation
Operating Account			
6/1/2021	Check / Ref #: 04656	Payee: AT&T	
823	Telephone	59.14	
	Check Amount	\$59.14	
6/1/2021	Check / Ref #: 04657	Payee: Ally	
	Capital Outlay- Truck	663.99	
	Check Amount	\$663.99	
6/1/2021	Check / Ref #: 04658	Payee: AT&T-Mobility	
823	Telephone	238.92	
	Check Amount	\$238.92	
6/2/2021	Check / Ref #: 04659	Payee: Home Depot Credit Services	
811	Maint & Repair- Equipment	625.52	
	Check Amount	\$625.52	
6/4/2021	Check / Ref #: 04660	Payee: Kinney County Wool & Mohair	
811	Maint & Repair- Equipment	25.00	
811	Maint & Repair- Equipment	25.90	
	Check Amount	\$50.90	
6/4/2021	Check / Ref #: 04661	Payee: D&D Hardware	
813	Maint & Repair- City Buildings	27.54	
	Check Amount	\$27.54	
6/4/2021	Check / Ref #: 04662	Payee: TML Intergovernmental Risk Pool	
825	TML General Liability	470.91	
826	Insurance- Workers Comp	995.00	
	Check Amount	\$1,465.91	
6/4/2021	Check / Ref #: 04663	Payee: Uvalco Supply	
865	Street Repair	74.00	
	Check Amount	\$74.00	
6/7/2021	Check / Ref #: 04664	Payee: Four Season's Ice Supply	
812	Maint Operating Supplies	26.25	
812	Maint Operating Supplies	35.00	
	Check Amount	\$61.25	
6/8/2021	Check / Ref #: 04665	Payee: Kinney County Appraisal District	
867	Kinney County District	5,892.15	
	Check Amount	\$5,892.15	
6/8/2021	Check / Ref #: 04666	Payee: Texas Alcohol and Drug Testing Services	
850	Drug Testing	105.00	
	Check Amount	\$105.00	
6/15/2021	Check / Ref #: 04667	Payee: Middle Rio Grande Development Council	
832	Dues & Subscriptions	169.00	
	Check Amount	\$169.00	
6/15/2021	Check / Ref #: 04668	Payee: Rio Grande Electric Coop	
822	Utility/ City Operations	52.60	
822	Utility/ City Operations	119.67	
822	Utility/ City Operations	69.75	
	Check Amount	\$242.02	
6/15/2021	Check / Ref #: 04669	Payee: Cirro Energy	
822	Utility/ City Operations	334.78	
821	Street Lighting	2,276.05	
	Check Amount	\$2,610.83	
6/15/2021	Check / Ref #: 04670	Payee: Del Rio Welders	
811	Maint & Repair- Equipment	17.90	

**Operating Fund
Payments Journal
6/1/2021 to 6/30/2021**

Account Number	Account Name	Amount	Notation
		Check Amount	
		\$17.90	
6/18/2021	Check / Ref #: 04672	Payee: AT&T	
823	Telephone	40.02	
		Check Amount	
		\$40.02	
6/22/2021	Check / Ref #: 04671	Payee: Beta Technology, Inc.	
811	Maint & Repair- Equipment	561.60	
811	Maint & Repair- Equipment	1,416.94	
		Check Amount	
		\$1,978.54	
6/24/2021	Check / Ref #: 04673	Payee: Langley & Banack, Inc.	
837	Legal Fees	133.00	
837	Legal Fees	465.42	
		Check Amount	
		\$598.42	
6/25/2021	Check / Ref #: 04675	Payee: Grainger	
811	Maint & Repair- Equipment	59.80	
		Check Amount	
		\$59.80	
6/28/2021	Check / Ref #: 04676	Payee: Holt Cat	
811	Maint & Repair- Equipment	423.70	
		Check Amount	
		\$423.70	
6/28/2021	Check / Ref #: 04677	Payee: Ally	
	Capital Outlay- Truck	663.99	
		Check Amount	
		\$663.99	
6/29/2021	Check / Ref #: 04678	Payee: Home Depot Credit Service	
811	Maint & Repair- Equipment	827.03	
811	Maint & Repair- Equipment	55.60	
811	Maint & Repair- Equipment	103.34	
811	Maint & Repair- Equipment	279.78	
811	Maint & Repair- Equipment	64.41	
		Check Amount	
		\$1,330.16	
		Operating Account Totals	
		\$17,398.70	
		Report Totals	
		\$17,398.70	
Records included in total = 34			

Report Options

Check Date: 6/1/2021 to 6/30/2021

Vendor: Excludes ,

Fund: Operating Fund

Utility Fund

Statement of Revenue and Expenditures

	Current Period		Year-To-Date		Annual Budget		Annual Budget		Oct 2020 Sep 2021 Percent of Budget
	Oct 2020 Jun 2021 Actual	Oct 2020 Jun 2021 Actual	Oct 2020 Jun 2021 Actual	Oct 2020 Sep 2021	Oct 2020 Sep 2021	Oct 2020 Sep 2021 Variance			
Revenue & Expenditures									
Revenue									
Applied Deposit	(2,123.79)	(2,123.79)					2,123.79		0.00%
Credit Card Service Fee	2,785.47	2,785.47			3,500.00		714.53		79.58%
Equipment Rental	250.00	250.00			2,000.00		1,750.00		12.50%
FCMUD USDA Bond Reimbursement	0.00	0.00			15,437.33		15,437.33		0.00%
Gas Sales	60,370.97	60,370.97			100,000.00		39,629.03		60.37%
Gas Tax Revenue	41.72	41.72			2,000.00		1,958.28		2.09%
Interest Income	0.00	0.00			50.00		50.00		0.00%
Landfill Revenue	194,494.26	194,494.26			305,000.00		110,505.74		63.77%
Late Fee	11,000.00	11,000.00			20,000.00		9,000.00		55.00%
Receipts	48.08	48.08			500.00		451.92		9.62%
Reconnect Fee	3,515.00	3,515.00			4,500.00		985.00		78.11%
Service Charge Fees	2,300.00	2,300.00			4,500.00		2,200.00		51.11%
Sewer Machine	250.00	250.00			1,000.00		750.00		25.00%
Sewer Sales	95,584.58	95,584.58			145,000.00		49,415.42		65.92%
Sewer Tap Fees	680.00	680.00			2,500.00		1,820.00		27.20%
Surcharge Fees	72,820.10	72,820.10			95,000.00		22,179.90		76.65%
Water Sales- Agriculture	623.00	623.00			1,721.33		1,098.33		36.19%
Water Sales- Commercial	93,377.25	93,377.25			125,000.00		31,622.75		74.70%
Water Sales- Industrial	55,931.88	55,931.88			55,000.00		(931.88)		101.69%
Water Sales- Residential	134,139.71	134,139.71			191,000.00		56,860.29		70.23%
Water Tap Fees	1,360.00	1,360.00			4,900.00		3,540.00		27.76%
Revenue	\$727,448.23	\$727,448.23			\$1,078,608.66		\$351,160.43		
Gross Profit	\$727,448.23	\$727,448.23			\$1,078,608.66				
Expenses									
Auto Gas Purchase	13,753.32	13,753.32			26,000.00		12,246.68		52.90%
Bank Service Charge	0.00	0.00			672.32		672.32		0.00%
Capital Outlay - Holt Cat	11,455.68	11,455.68			17,500.00		6,044.32		65.46%
Catholic Protection	0.00	0.00			500.00		500.00		0.00%
Certificate of Obligation	0.00	0.00			1,200.00		1,200.00		0.00%
Contract Labor	6,750.00	6,750.00			13,000.00		6,250.00		51.92%
Credit Card Service Fees	0.00	0.00			2,000.00		2,000.00		0.00%
Deposit Refund	3,272.64	3,272.64					(3,272.64)		0.00%
Garbage Gobbler/ Landfill	96,600.00	96,600.00			130,000.00		33,400.00		74.31%
Insurance - Liability Vehicle	0.00	0.00			21,000.00		21,000.00		0.00%

Utility Fund

Statement of Revenue and Expenditures

	Current Period		Year-To-Date		Annual Budget Sep 2021	Annual Budget		Oct 2020 Sep 2021 Variance	Oct 2020 Sep 2021 Percent of Budget
	Oct 2020 Jun 2021 Actual	Actual	Oct 2020 Jun 2021 Actual	Actual		Oct 2020	Sep 2021		
Insurance- Health	52,087.62		52,087.62		110,000.00		57,912.38	47.35%	
Insurance- Life	2,203.77		2,203.77		4,000.00		1,796.23	55.09%	
Insurance- Workers Comp	3,980.00		3,980.00		14,000.00		10,020.00	28.43%	
Leased Office Equipment	4,067.22		4,067.22		6,000.00		1,932.78	67.79%	
Maint & Repair- Auto Expense	18,673.13		18,673.13		20,000.00		1,326.87	93.37%	
Maint & Repair- City Buildings	1,200.00		1,200.00				(1,200.00)	0.00%	
Maint & Repair- Equipment	547.05		547.05				(547.05)	0.00%	
Maint & Repair- Gas	3,300.16		3,300.16		15,000.00		11,699.84	22.00%	
Maint & Repair- Sewer	16,897.06		16,897.06		33,000.00		16,102.94	51.20%	
Maint & Repair- Water	18,815.39		18,815.39		52,000.00		33,184.61	36.18%	
Maint & Repair-Garbage Gobbler	0.00		0.00		4,000.00		4,000.00	0.00%	
Maint Operating Supplies	348.00		348.00				(348.00)	0.00%	
Natural Gas Purchase	27,816.65		27,816.65		30,000.00		2,183.35	92.72%	
Office Supplies	13,482.14		13,482.14		6,000.00		(7,482.14)	224.70%	
Payroll Taxes	13,333.35		13,333.35		40,000.00		26,666.65	33.33%	
Postage	7,100.52		7,100.52		5,000.00		(2,100.52)	142.01%	
Salaries	186,832.98		186,832.98		450,000.00		263,167.02	41.52%	
School/ Travel	256.14		256.14		5,000.00		4,743.86	5.12%	
Software Updates/Maint	9,082.82		9,082.82		7,000.00		(2,082.82)	129.75%	
TCEQ Promissary Note	0.00		0.00		250.00		250.00	0.00%	
TML General Liability	17,696.30		17,696.30		500.00		(17,696.30)	0.00%	
Unexpected Expense	292.71		292.71				207.29	58.54%	
Uniforms	4,621.00		4,621.00		5,000.00		379.00	92.42%	
Utility- Water Tower Acct	6,912.16		6,912.16		26,000.00		19,087.84	26.59%	
Utility/ City Operations	25,009.84		25,009.84		2,000.00		(25,009.84)	0.00%	
Water Analysis	1,343.06		1,343.06				656.94	67.15%	
Water Waste Admin Fee	1,971.99		1,971.99		6,000.00		4,028.01	32.87%	
Expenses	\$569,702.70		\$569,702.70		\$1,052,622.32		\$482,919.62		
Revenue Less Expenditures	\$157,745.53		\$157,745.53		\$25,986.34				
Net Change In Fund Balance	\$157,745.53		\$157,745.53		\$25,986.34				

Fund Balances

Beginning Fund Balance	(259,525.34)	(259,525.34)		
Net Change in Fund Balance	157,745.53	157,745.53	25,986.34	
Ending Fund Balance	(101,779.81)	(101,779.81)		

Utility Fund
Statement of Revenue and Expenditures

Period: 10/1/2020 to 6/30/2021
Detail Level: Level 1 Accounts
Display Account Categories: Yes
Display Subtotals: Yes
Revenue Reporting Method: Budget - Actual
Expense Reporting Method: Budget - Actual
Budget: UTILITY FUND BUDGET

Operating Fund

Statement of Revenue and Expenditures

	Current Period		Year-To-Date		Annual Budget		Annual Budget	
	Jun 2021	Actual	Oct 2020	Actual	Oct 2020	Sep 2021	Oct 2020	Sep 2021
Drug Testing	105.00		1,108.93		1,600.00		491.07	
Dues & Subscriptions	169.00		1,403.35		1,800.00		396.65	
Election Expense	0.00		14,078.54		10,000.00		(4,078.54)	
Flood Damage Control	0.00		0.00		2,000.00		2,000.00	
Kirney County District	5,892.15		17,676.45		20,000.00		2,323.55	
Legal Fees	598.42		25,871.06		45,000.00		19,128.94	
Maint & Repair- Auto Expense	0.00		4,357.33		25,000.00		(4,357.33)	
Maint & Repair- City Buildings	27.54		7,720.48		30,000.00		17,279.52	
Maint & Repair- Equipment	4,486.52		43,142.53		30,000.00		(13,142.53)	
Maint & Repair- Gas	5,000.00		5,000.00		35,000.00		(5,000.00)	
Maint & Repair- Water	0.00		1,056.00		4,400.00		4,400.00	
Maint Operating Supplies	61.25		2,923.53		500.00		7,372.44	
Mayor Fitness Program - Grant	0.00		0.00		12,000.00		5,272.08	
Misc Expense	0.00		0.00		10,000.00		5,000.00	
Office Supplies	0.00		0.00		27,000.00		11,574.70	
Payroll Taxes	0.00		4,627.56		45,000.00		24,449.00	
School/ Travel	127.11		4,727.92		10,500.00		3,782.56	
Street Lighting	0.00		0.00		15,000.00		15,000.00	
Street Repair	2,276.05		15,425.30		10,500.00		(4,925.30)	
Street Signs	74.00		20,551.00		15,000.00		5,551.00	
Telephone	0.00		0.00		8,000.00		8,000.00	
TESS Inc. Services	338.08		7,650.97		250.00		7,349.03	
TML Audit Fee	0.00		0.00		2,500.00		2,500.00	
TML General Liability	0.00		0.00		8,000.00		8,000.00	
Utility- Water Tower Acct	470.91		4,217.44		619.95		(619.95)	
Utility/ City Operations	0.00		619.95		20,300.00		6,405.08	
Operating Totals	576.80		13,894.92		\$284,687.37		\$204,162.63	
Police								
Salaries	0.00		23,520.00		(23,520.00)		0.00%	
Police Totals	\$0.00		\$23,520.00		(\$23,520.00)		0.00%	
Utility								
Insurance- Workers Comp	995.00		2,985.00		(2,985.00)		0.00%	
Maint & Repair- Water	0.00		1,065.00		(1,065.00)		0.00%	
Software Updates/Maint	0.00		40.00		(40.00)		0.00%	
Utility Totals	\$995.00		\$4,090.00		(\$4,090.00)		0.00%	
Expenses	\$24,221.81		\$314,931.37		\$503,150.00		\$188,218.63	
Revenue Less Expenditures	(\$24,221.81)		(\$49,368.17)		(\$100,000.00)		(\$188,218.63)	
Net Change In Fund Balance	(\$24,221.81)		(\$49,368.17)		(\$100,000.00)		(\$188,218.63)	

Operating Fund

Statement of Revenue and Expenditures

	Current Period Jun 2021 Jun 2021 Actual	Year-To-Date Oct 2020 Jun 2021 Actual	Annual Budget Oct 2020 Sep 2021	Annual Budget Oct 2020 Sep 2021 Variance	Oct 2020 Sep 2021 Percent of Budget
--	--	--	---------------------------------------	---	--

Fund Balances

Beginning Fund Balance	338,654.53	363,800.89			0.00%
Net Change in Fund Balance	(24,221.81)	(49,368.17)	(100,000.00)		0.00%
Ending Fund Balance	314,432.72	314,432.72			0.00%

Report Options

Fund: Operating Fund
 Period: 6/1/2021 to 6/30/2021
 Detail Level: Level 1 Accounts
 Display Account Categories: Yes
 Display Subtotals: Yes
 Revenue Reporting Method: Budget - Actual
 Expense Reporting Method: Budget - Actual
 Budget: OPERATING FUND MASTER BUDGET

Superintendent of Operations Report

July 9, 2021

New sewer machine as been put into service. Employees have been trained on how to use it.

Major jobs:

1. Brush Pick up
2. Mowing Easements.
3. Distributing mosquito larvicide to standing water and ditches around town.
4. Clean up and mow around water towers.
5. Filling pot holes
6. City wide metal pick up.
7. Bulk pick up.
8. Weed eating Arroyos and drainage clean up.
9. Spring St. watermain break.
10. Cleaned up loose trash around annex.
11. Water leaks on Fort St. Veltman St.
12. Locates for new power poles around town.

UP Coming jobs:

1. Change out valves in Pear Alley. Shut down water from 11pm to 2am to do the work.

Ongoing jobs:

1. Continue easement clean up.
2. Monthly bulk and Metal pick up.
3. Brush pick up.
4. Filling pot holes, and road repairs

Needs

Need to replace two employees that left.

**The City of Brackettville
P.O. Box 526
Brackettville, Texas 78832
July 13, 2021**

City Administrator's Report

- Robert Valadez one of our employees is study to go to the animal control officer class. I have signed him up for classes in September 8-10,2021. He will be going to Rio Hondo.
- On June 23, 2021 we got a deposit in the utility account from TDEM (Texas Emergency Management) for the Covid Relief the amount was \$29,071.74 and on June 29,2020 we received \$19,635.00 making it a total of \$48,706.64.
- If you have already received your utility bill. I enclosed a letter that dealt with different subjects to improve the city. Reminded city residents of bulk pick up and metal pick up dates.
- We sent out the CCR Reports to the City residents. We send them out every year on July 1. The certification of the report has been sent to TCEQ.
- I spoke to Juanita Ponce the bank reconciliations should be done this week.
- I spoke to Sonya Junfin she will start the audit for 2016-2017 as soon as I hand over the report from Juanita Ponce.
- I had the men throw some cement in the back of City Hall . They will be adding a cover there to. The men sit out there and its really hot. When it rains, we have no walk area from the other carport. I also bought two picnic tables.
- The bridge on West El Paso Street has been repaired.
- I would like to say thank you for all the support that was given to me and my family while my mother was in the hospital. A special thank you to my employees for all of their support and their prayers.

Nora Rivas
City Adminsitrator

AGREEMENT AMONG FORT CLARK SPRINGS ASSOCIATION, INC.
FORT CLARK MUNICIPAL UTILITY DISTRICT, AND
CITY OF BRACKETTVILLE

STATE OF TEXAS

COUNTY OF KINNEY

This agreement ("Agreement") is entered into as of this 16th day of November, 1994, by and between the FORT CLARK SPRINGS ASSOCIATION, INC., a Texas nonprofit corporation ("Association"), FORT CLARK MUNICIPAL UTILITY DISTRICT, a body politic and corporate and a governmental agency of the State of Texas, organized under the provisions of Article 16, Section 59, Texas Constitution, and Chapter 54 of the Texas Water Code, and the CITY OF BRACKETTVILLE, TEXAS, a municipal corporation, the three said parties being domiciled in Kinney County, Texas and each acting by and through its duly authorized officers:

RECITALS

1. The District owns and operates existing wastewater treatment facilities located on tract of land totaling approximately 3.345 acres within the boundaries of Fort Clark Springs, which tract was deeded by the Association to the District in 1977 for the purpose of such operations, benefiting residents of the Association and the City.
2. Because the existing facilities have operational deficiencies and are not suitable for continued use, the District intends to demolish them and to construct a new facility with expanded capacity to be jointly funded by the District and the City and operated by the District, to be located on a new and presently unimproved tract which the District wishes to acquire from the Association.
3. The Association wishes to cooperate in providing the District with a tract for location of the new facility in order to ensure that its members will continue to have available from the District adequate and well-operated waste water disposal and treatment facilities.
4. The Association also wishes to continue to be provided with treated waste water from the District for use in irrigation of the Association's 18-hole golf course and, at its options, to reclaim title to the tract previously conveyed by it to the District that will no longer be needed for the District's operation.

WITNESSETH:

WHEREAS, the City of Brackettville currently leases a forty (40) acre tract for ninety-nine (99) years or date of final loan payment, whichever comes sooner from Fort Clark Municipal Utility District; and

WHEREAS, the City of Brackettville currently owns the facilities for sewer treatment located within said forty (40) acre boundary; and

WHEREAS, Fort Clark Municipal Utility District will operate the wastewater treatment facilities located within said forty (40) acre tract; and

WHEREAS, Fort Clark Municipal Utility District will operate the common collection facilities located upstream of said forty (40) acre tract:

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, benefits, and covenants contained herein, and other valuable consideration, and as authorized by Section 54.218, Texas Water Code and Article 4413 (32C) V.A.C.S., the parties here agree as follows:

A. The Fort Clark Municipal Utility District will operate and maintain all joint treatment and collection facilities as shown on attachment "A" (Fort Clark Municipal Utility District Project Planning Map, Sheet #4, City of Brackettville Plans for construction of wastewater improvements dated February 1994) as follows:

1. The treatment pond system,
2. The piping system located within the said forty (40) acre tract,
3. Lift Station C-3,
4. O & M Building
5. The fence boundary system
6. All of force main C-4, located within said forty (40) acre tract,
7. The outfall line to Las Moras Creek from the Forty (40) acre treatment site,
8. All the force main designated as C-6 running to the golf course holding pond,
9. Lift Station C-2,
10. All of Force Main C-4 which lies outside said forty (40) acre tract,
11. Outfall line C-3,
12. Force main C-2,
13. Lift station C-1,
14. Outfall C-1,

B. The City of Brackettville and Fort Clark Municipal Utility District will share all costs of the system based upon proration of flow as follows:

1. For capital costs, said flow shall be measured annually and the relative annual debt payment for each entity will be made in accordance with the relative percentage of flow for the previous twelve (12) months. Until such time that one full year's flow is established, the initial annual debt payment proration will be based upon the relative flows projected in the preliminary engineering report.

2. For operational and maintenance costs, said flow shall be measured monthly on the 1st of each month and the relative monthly O & M cost payment for each entity will be made in accordance with the relative percentage of total monthly flow for the previous month.

C. Fort Clark Municipal Utility District will be responsible for providing all flow measuring reports, tests and any other data necessary to be sent to the Texas Natural Resource Conservation Commission on a periodic basis for review purposes. Such report shall be available for review by the City of Brackettville personnel.

D. Fort Clark Municipal Utility District, as operator of the Wastewater treatment facilities, will be responsible for meeting the desired permit parameters required by the Texas Natural Resource Conservation Commission.

E. Fort Clark Municipal Utility District will be responsible for seeing that qualified operators are on duty for operation of the treatment facility.

F. Each entity will be solely responsible for operation and maintenance costs associated with their respective collection facilities.

G. This agreement is to be renegotiated on March 1, of each subsequent year to make adjustments in costs based upon audit data.

H. The City of Brackettville and Fort Clark Municipal Utility District mutually agree that payments under this agreement by the City of Brackettville and the Fort Clark Municipal Utility District may be payable from tax revenues.

I. The City of Brackettville and the Fort Clark Municipal Utility District shall, at all times during the term hereof, maintain such liability insurance on said plant and real property associated therewith in accordance with the Brackettville/Fort Clark Municipal Utility District operation and maintenance agreement.

J. Both the City of Brackettville and Fort Clark Municipal Utility District authorized personnel shall have access to all waste treatment plant premises and all common collection facilities at all times.

K. The City of Brackettville and Fort Clark Municipal Utility District jointly agree that for the protection of all entities involved, that any one of the parties would have the right to continue operation of said plant. Additionally, if any one of the other parties become insolvent or cease to exist in any manner for and in consideration of the mutual promises, covenants, obligation and benefits of this agreement, the Association, the District and the City contract and agree as follows:

1. Upon execution of this Agreement by all parties, the Association agrees to deed to District by the form of deed attached hereto as exhibit A the described 40-acre tract for use as a site for the new wastewater treatment plant. The Association also agrees to grant to the District easement within the Association's streets, roads, common areas, and on other property subject to the Association's control, in form acceptable to the Association, as reasonably may be necessary for the District's use for location new collection lines.

2. Upon completion of the new facilities, the District and the City agree to operate and maintain the wastewater collection and treatment system, consistent with all state, federal, and local permits and compliances, and consistent with existing financing agreements, tax assessments, and approved tariffs, for the benefit of the Association and its residents as well as for the benefit of the City and its residents.

3. In conjunction with the new construction, the District and the City agree to plant grass or other appropriate ground cover on all unused areas of the 40-acre tract and to construct a chain-link fence at least five (5) feet in height around the perimeter of its facilities, including all treatment lagoons and ponds.

4. The District and the City agree to continue furnishing, without charge, all treated wastewater to the Association for irrigation its existing 18-hole golf course and on the same basis that such water has been supplied to the Association in the past. Such supply will be provided from the polishing pond, from which flow shall be pumped with appropriate chlorination. When not needed for irrigation the wastewater will be discharged to Las Moras Creek. Any construction of the pump and pipeline facilities necessary for transport of the water from the new facilities shall be paid for as part of project costs. ~~The Association will be responsible for the cost of all utilities and chlorine required for irrigation equipment.~~ In addition, the Association will be responsible for all costs incurred for maintenance and repair of all pumps and chlorination equipment associated with irrigation of the 18 hole golf course. *on operation & main*

(a). Upon completion and commencement of operation of the new wastewater treatment plant and related facilities, the District and the City shall demolish the existing facilities located on the present 3.345-acre tract ("tract"), remove all debris, and restore the ground to its original condition insofar as possible. Within thirty (30) days after completion of such activities, the District and the City shall so notify the Association in writing and shall make the tract available for inspection by the Association.

(b). The Association and its representatives shall have ninety (90) days ("review period") after receiving such notification to enter upon the tract to investigate all aspects of the property including, without limitation, soil and subsoil analysis (including core samples and other related tests), engineering studies, land use and planning feasibility studies, and such other investigations as Association may desire to determine the suitability of the tract for its present or future use. Upon written request by the Association to the District and the City, the review period shall be extended for an additional ninety (90) days. At or before the expiration of the review period, as it may be extended, the Association shall notify the District in writing as to whether or not it wishes to have title to the tract conveyed to it. Upon the Association's written notice to the District that it does not wish to have title to the tract conveyed to it, or upon failure by the Association to provide written notice by the expiration of the review period, as it may be extended, the Association shall have no further claim to the tract, aside from easements or other rights then of record.

(c). In the event the Association notifies the District that it wishes to take title to said abandoned 3.345 acre tract, the District shall within thirty (30) days convey the tract to the Association by special warranty deed. The thirty day period may be extended at the District's

discretion in order to allow completion of any remediation effort by the District required to comply with the representations. At the time of such conveyance, the City agrees to relinquish any lease and otherwise release to the Association any rights the City may have in the tract.

5. This agreement shall not be assignable by any party hereto without the prior written consent of the other parties, which consent shall not be unreasonably withheld or delayed.

6. Written notices provided for by this agreement may be given by depositing the same in the U.S mail postpaid, and addressed to the representative designated below. For purposes of notice, the addresses of the parties shall be as follows:

FORT CLARK SPRINGS ASSOCIATION, INC.
% GENERAL MANAGER
P.O. BOX 345
BRACKETTVILLE, TEXAS 78832

FORT CLARK MUNICIPAL UTILITY DISTRICT
% GENERAL MANAGER
P.O. BOX 1437
BRACKETTVILLE, TEXAS 78832

CITY OF BRACKETTVILLE
% MAYOR
P.O. BOX 526
BRACKETTVILLE, TEXAS 78832

IN WITNESS WHEREOF, the parties hereto have executed this agreement in multiple counterparts, each of which shall be deemed to be an original, as of the date and year first written herein.

ATTEST:

Barry Williams
Secretary, Board of Directors

FORT CLARK SPRINGS ASSOCIATION, INC.

Levit D. Dixon
President

ATTEST:

FORT CLARK MUNICIPAL UTILITY DISTRICT, KINNEY COUNTY, TEXAS

Larry Safahy
Manager

Hubert M. Kelley
President

CITY OF BRACKETTVILLE, KINNEY COUNTY, TEXAS

David G. Hill
City Secretary

Carmon M. Berlanga
Mayor

EXHIBIT A

**BRACKETTVILLE, TEXAS / FORT CLARK SPRINGS
METES & BOUNDS DESCRIPTIONS
TRACTS 1 & 2
IRRIGATION LEASE BOUNDARY**

NOTE:

This document was prepared to define an area to be used for Irrigation by the FORT CLARK MUNICIPAL UTILITY DISTRICT for Golf Course irrigation. It is not to be used as a Land Title Survey for any purpose. Monuments were not set at every corner of the lease. The boundary is defined by Existing Monumentation and Natural features.


ROBIN GROUP, INC. 10/12/20

F-10051500

**EXHIBIT A
BRACKETTVILLE, TEXAS / FORT CLARK SPRINGS
METES & BOUNDS DESCRIPTIONS
TRACTS 1 & 2
IRRIGATION LEASE BOUNDARY**

NOTE:

This document was prepared to define an area to be used for Irrigation by the FORT CLARK MUNICIPAL UTILITY DISTRICT for Golf Course irrigation. It is not to be used as a Land Title Survey for any purpose. Monuments were not set at every corner of the lease. The boundary is defined by Existing Monumentation and Natural features.

TRACT 1

A 73.485 acre tract of land, being a portion of a 2,210.11 acre tract more particularly described as Tract Three of three tracts out of a 2,677.91 acres recorded in Volume A-43, Pages 612-615 Deed Records of Kinney County, Texas. Said 2,677.91 acres being all out of a survey No. 234, Samuel A. Maverick Original Grantee, Abstract 491, Certificate No. 293 in Kinney County, Texas.

Being more particularly described as follows:

COMMENCING from a found 15 inch square rock with a 1 inch iron rod located at the southernmost corner of the before said 2,210.11 acre tract

- THENCE** N 57° 07' 09" W, 607.12 feet to the Southernmost corner of the current 82.916 Acre Wastewater Treatment Plant Boundary;
- THENCE** N 57°-07' 09" W, 1,515.68 feet to the Westernmost corner of the current 82.916 Acre Wastewater Treatment Plant Boundary;
- THENCE** N 32° 41' 49" E, 2,381.08 feet to the Northernmost corner of the current 82.916 Acre Wastewater Treatment Plant Boundary;
- THENCE** N 17° 05' 23" W, a distance of 3,583.93 feet to a set ½" iron rod, with pink cap marked ROSIN GRP INC 2906 for the **POINT OF BEGINNING** being also the southwest corner of the herein described tract;
- THENCE** N 38° 21' 44" W, 459.32 feet;
- THENCE** N 47° 22' 49" W, 488.42 feet;
- THENCE** N 34° 00' 48" W, 626.23 feet;

THENCE N 06° 23' 04" E, 123.02 feet;
THENCE N 24° 40' 07" W, 200.99 feet;
THENCE N 56° 20' 34" W, 289.93 feet;
THENCE N 02° 17' 56" E, 468.45 feet;
THENCE S 87° 32' 08" E, 159.85 feet;
THENCE N 50° 18' 13" E, 173.86 feet;
THENCE N 12° 44' 48" E, 242.94 feet;
THENCE N 31° 30' 04" W, 224.21 feet;
THENCE N 76° 57' 38" W, 174.95 feet;
THENCE N 21° 14' 22" W, 46.64 feet;
THENCE N 01° 38' 11" W, 240.40 feet;
THENCE N 41° 14' 01" E, 471.50 feet;
THENCE N 73° 18' 54" E, 304.23 feet;
THENCE N 83° 18' 01" E, 90.54 feet;
THENCE S 50° 38' 55" E, 533.21 feet;
THENCE S 39° 21' 05" W, 44.31 feet;
THENCE N 79° 18' 01" W, 532.88 feet;
THENCE S 71° 48' 08" W, 58.02 feet;
THENCE S 10° 01' 37" W, 115.62 feet;
THENCE S 79° 50' 35" E, 252.44 feet;
THENCE S 05° 44' 31" W, 29.10 feet;
THENCE S 35° 01' 18" E, 128.49 feet;

THENCE S 77° 47' 18" E, 123.81 feet;

THENCE N 37° 11' 43" E, 181.79 feet;

THENCE N 64° 03' 32" E, 197.88 feet;

THENCE N 43° 56' 50" E, 73.46 feet;

THENCE S 72° 39' 59" E, 21.09 feet;

THENCE S 51° 54' 13" E, 44.21 feet to a set ½" iron rod on the West Right of Way line of Fort Clark Springs Road with pink cap marked ROSIN GRP INC 2906;

THENCE S 28° 47' 16" W, 275.70 feet along the West Right of Way line of Fort Clark Springs Road to set iron rod with pink cap marked ROSIN GRP INC 2906;

THENCE Leaving the West Right of Way line of Fort Clark Springs Road N 63° 12' 30" W, 44.15 feet;

THENCE S 59° 32' 21" W, 57.69 feet;

THENCE S 27° 19' 21" W, 374.33 feet;

THENCE S 17° 19' 30" W, 295.15 feet;

THENCE S 06° 35' 13" E, 170.17 feet;

THENCE S 32° 55' 42" E, 354.77 feet;

THENCE S 48° 01' 15" E, 797.08 feet;

THENCE S 36° 56' 26" W, 31.89 feet;

THENCE S 46° 44' 27" E, 328.07 feet;

THENCE S 08° 20' 43" E, 248.57 feet;

THENCE S 17° 09' 38" W, 198.90 feet;

THENCE S 27° 25' 56" W, 495.14 feet;

THENCE N 58° 28' 07" W, 77.92 feet;

THENCE S 28° 55' 27" W, 203.09 feet;
THENCE N 53° 35' 28" W, 103.48 feet;
THENCE S 76° 15' 19" W, 107.23 feet to **THE POINT OF BEGINNING**.

TRACT 2

A 21.304 acre tract of land, being a portion of a 2,210.11 acre tract more particularly described as Tract Three of three tracts out of a 2,677.91 acres recorded in Volume A-43, Pages 612-615 Deed Records of Kinney County, Texas. Said 2,677.91 acres being all out of a survey No. 234, Samuel A. Maverick Original Grantee, Abstract 491, Certificate No. 293 in Kinney County, Texas.

Being more particularly described as follows:

COMMENCING from a found 15 inch square rock with a 1 inch iron rod located at the southernmost corner of the before said 2,210.11 acre tract;

THENCE N 57° 07' 09" W, 607.12 feet to the Southernmost corner of the current 82.916 Acre Wastewater Treatment Plant Boundary;
THENCE N 57° 07' 09" W, 1,515.68 feet to the Westernmost corner of the current 82.916 Acre Wastewater Treatment Plant Boundary;
THENCE N 32° 41' 49" E, 2,381.08 feet to the Northernmost corner of the current 82.916 Acre Wastewater Treatment Plant Boundary;
THENCE N 15° 07' 04" W, a distance of 3,081.77 feet to a set ½" iron rod, with pink cap marked ROSIN GRP INC 2906 for the **POINT OF BEGINNING** being also the Southwest corner of the herein described tract;
THENCE N 29°18' 58" E, 237.46 feet, along the East Right of Way line of Fort Clark Springs Road;
THENCE S 61°14' 05" E, 91.44 feet, leaving the East Right of Way line of Fort Clark Springs Road;
THENCE N 44°58' 04" E, 220.62 feet;
THENCE N 26°47' 30" E, 140.83 feet;
THENCE N 59°18' 37" W, 144.53 feet, to the East Right of Way line of Fort Clark Springs Road;

- THENCE** N 29°47' 07" E, 517.92 feet;
- THENCE** Along the East Right of Way of Fort Clark Springs Road along a circular curve to the left having the following parameters:
- L = 784.00
R= 579.40
 Δ = 77°31' 43"
Tan = 465.25
CHORD = N 08°58' 44" W
DIST = 725.54
- THENCE** N 47°41' 44" W, 378.98 feet;
- THENCE** N 43°03' 17" E, 215.83 feet, leaving the East Right of Way line of Fort Clark Springs Road;
- THENCE** S 42° 56' 09" E, 676.45 feet;
- THENCE** S 18°44' 18" E, 69.61 feet;
- THENCE** Along a circular curve to the right having the following parameters:
- L = 69.39
R= 50.00
 Δ = 79°31' 13"
Tan = 41.60
CHORD = S 17°07' 12" W
DIST = 63.96
- THENCE** S 21°49' 00" E, 127.91 feet;
- THENCE** S 02°52' 45" E, 299.44 feet;
- THENCE** S 37°40' 22" W, 32.08 feet;
- THENCE** S 52°19' 38" E, 79.78 feet;
- THENCE** S 08°26' 59" W, 359.02 feet;
- THENCE** S 11°53' 12" E, 82.31 feet;
- THENCE** S 25°56' 31" E, 81.18 feet;

THENCE S 20°17' 51" E, 354.53 feet;
THENCE S 08°51' 09" W, 431.32 feet;
THENCE S 55°06' 30" W, 89.11 feet;
THENCE N 65°06' 58" W, 73.15 feet;
THENCE N 02°09' 13" E, 447.50 feet;
THENCE N 89° 21' 15" W, 132.17 feet;
THENCE S 03°26' 15" W, 391.51 feet;
THENCE N 73°33' 53" W, 460.90 feet;
THENCE N 61°38' 07" W, 237.87 feet to the **POINT OF BEGINNING.**

Lease Agreement

This Lease Agreement (the "Agreement") is made and entered into this ____ day of _____, 2021 by and between the Fort Clark Springs Association (the "Association") and the Fort Clark Municipal Utility District, a body politic and corporate of the State of Texas (the "District").

WHEREAS, the City of Brackettville (the "City"), currently leases a 82.196 acre tract from the District, as described in Exhibit "A," attached hereto; and

WHEREAS, the City and the District currently own the facilities for wastewater treatment located within said tract; and

WHEREAS, the City and the District jointly operate the wastewater treatment facilities located within said 82.196 acre tract; and

WHEREAS, the City and the District have been awarded a grant by the USDA for the upgrade of the wastewater treatment facilities; and

WHEREAS, the Association owns certain real property, comprised of 94.971 acres, as described in Exhibit "B," Exhibit "C," and Exhibit "D" attached hereto; and

WHEREAS, the District and the Association have designated a specific the site referenced in Exhibits "A" and "B" for the purpose of the site serving as a field on which treated effluent may be disposed, this treated effluent generated from the wastewater treatment facilities described in this Agreement; and

WHEREAS, the parties wish to set forth the terms and conditions of their agreements pertaining to the use of the real property described in this Agreement for the purposes of a spray irrigation method of disposal.

NOW, THEREFORE, the premises considered and in consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

LEASE OF PROPERTY

The Association, in consideration of the covenants and conditions set forth in this Agreement, has granted, bargained, sold and released, and by this agreement leases to the District, its successors and assigns, the real property described in Exhibits "A" and "B" attached to and incorporated in this agreement (referred to below as the "lease property"), for the construction, operation and maintenance of a sewage effluent and irrigation distribution system, together with all structures, appliances and appendages necessary in connection with it, together with all rights and privileges incident to the use and enjoyment of it, the right of ingress and egress to and along the real property, and the right to maintain the property in a manner suitable for the intended use.

TERMS AND CONDITIONS

1. Operation and Maintenance.

The District, its successors and assigns, shall have the perpetual right to do acts as necessary within the lease property to operate and maintain the above-mentioned irrigation distribution system. All effluent piping systems within the lease property shall be maintained by the District subject to the approved design of the system by the District's engineers and subject to the requirements of the Texas Commission on Environmental Quality (TCEQ).

2. Duration.

While the term of this agreement is described as perpetual, it is understood by and between the Association and the District that this agreement may be terminated or modified by the Association and the District at any time by mutual consent by an instrument in writing which refers to this agreement and which is duly recorded in the Office of the County Clerk of Kinney County, Texas.

3. Use of the Lease Property.

The District may use the lease property only for the operation of an effluent disposal area. The District's permitted use of the lease property shall include the right of reasonable access to the lease property for the purpose of maintenance, repair and replacement of the effluent disposal system. The District shall have the right of reasonable access to the lease property for the purpose of testing and inspecting, which shall include surface and subsurface tests and inspections.

4. Amount of Effluent Disposal.

The Association and the District recognize that the amount of effluent to be disposed on the lease property is limited and that the application rate will be governed by the actual rate established by TCEQ and will be in accord with the design of the system described above. The District agrees that at no time during the term of this lease agreement shall the District dispose, on an average basis, an amount of treated effluent in excess of the actual treated sewage effluent generated by the wastewater facilities described above. The Association expressly reserves the right to use the property described in this agreement for any purpose which will not interfere with the effluent distribution system, its operation, maintenance or replacement. The Association agrees not to construct in the future any obstruction, dwelling, shed, garage or any other building within the lease property without first obtaining the written consent of the District. The Association may install signage and fencing on the lease property so long as the signage and fencing does not interfere with the operation and maintenance of the effluent distribution system.

5. Assignment.

This Agreement may be assigned or transferred by the parties to the Agreement and shall inure to the benefit of and burden the parties' successors or assigns.

To have and to hold all and singular the rights, privileges and leases mentioned above to the District, its successors and assigns forever.

The Association warrants and defends all and singular these rights, privileges and leases to the District, its successors and assigns against itself and its successors lawfully claiming or to claim the same, or any part of it.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and the District's signature below is made on this ___ day of _____, 2021, which is the Effective Date of the Agreement.

**Fort Clark Springs Association
District**

Fort Clark Springs Municipal Utility

By: _____

By: _____

Name: _____

Name: _____

Capacity: _____

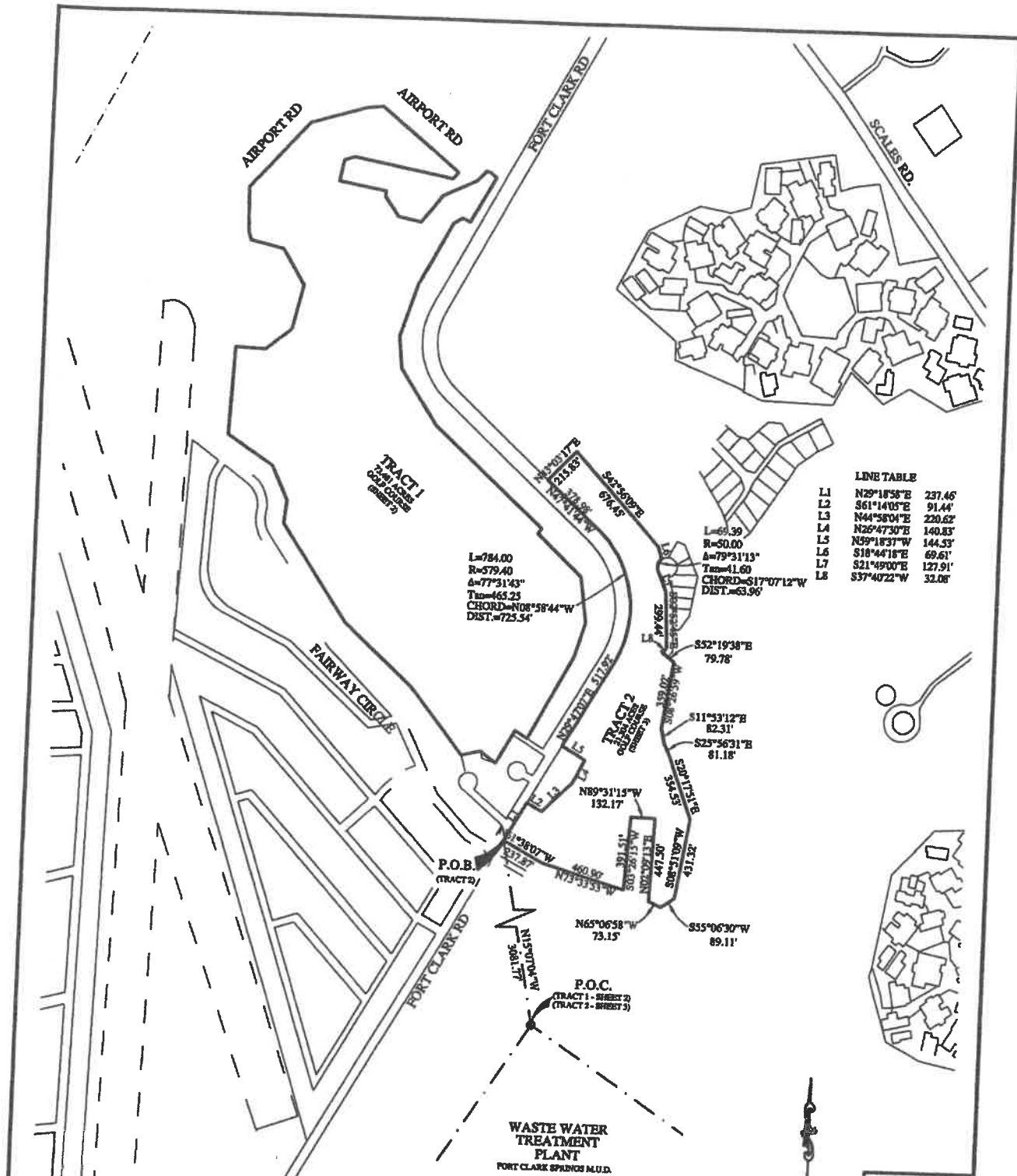
Capacity: _____

Exhibit A
[Metes and Bounds Description/Map
Tracts 1&2 Irrigation Lease Boundary]

Exhibit B
[Map 94.971 Acres Effluent Disposal Area]

Exhibit C
[Map: 94.971 Acres Effluent Disposal Area]

Exhibit D
[Map: 94.971 Acres Effluent Disposal Area]



LINE TABLE

L1	N29°18'58"E	237.46
L2	S61°14'05"E	91.44
L3	N44°58'04"E	220.62
L4	N26°47'30"E	140.83
L5	N29°18'31"W	144.33
L6	S18°44'18"E	69.61
L7	S21°49'00"E	127.91
L8	S37°40'22"W	32.08

P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
*TRACT 1 (73.481 ACRES) & TRACT 2 (21.304 ACRES)

RECORD INFORMATION
N89°31'15"W
65.07'
AS MEASURED IN FIELD
S33°29'20"W
161.24'

LOT(S) _____ BLOCK _____ N.C.S. _____
SUBDIVISION FORT CLARK SPRINGS
VOLUME _____ PAGE _____ RECORDS _____
OF KINNEY COUNTY, TEXAS.
WITNESS MY HAND AND SEAL THIS DAY 07 OF OCTOBER, 2020.
ADDRESS _____
C.I.F. NO. _____
ROSKIN GROUP, INC. JOB NO. 1487-003-000
DRAWN BY: JET SURVEYED BY: _____
CERTIFIED TO CITY OF BRACKETTVILLE

SUBJECT TO RECORDED RESTRICTIVE COVENANTS AND/OR EASEMENTS AS FOLLOWS:
VOLUME _____ PAGE _____ RECORDS _____ VOLUME _____ PAGE _____ RECORDS _____
VOLUME _____ PAGE _____ RECORDS _____ VOLUME _____ PAGE _____ RECORDS _____
VOLUME _____ PAGE _____ RECORDS _____ VOLUME _____ PAGE _____ RECORDS _____

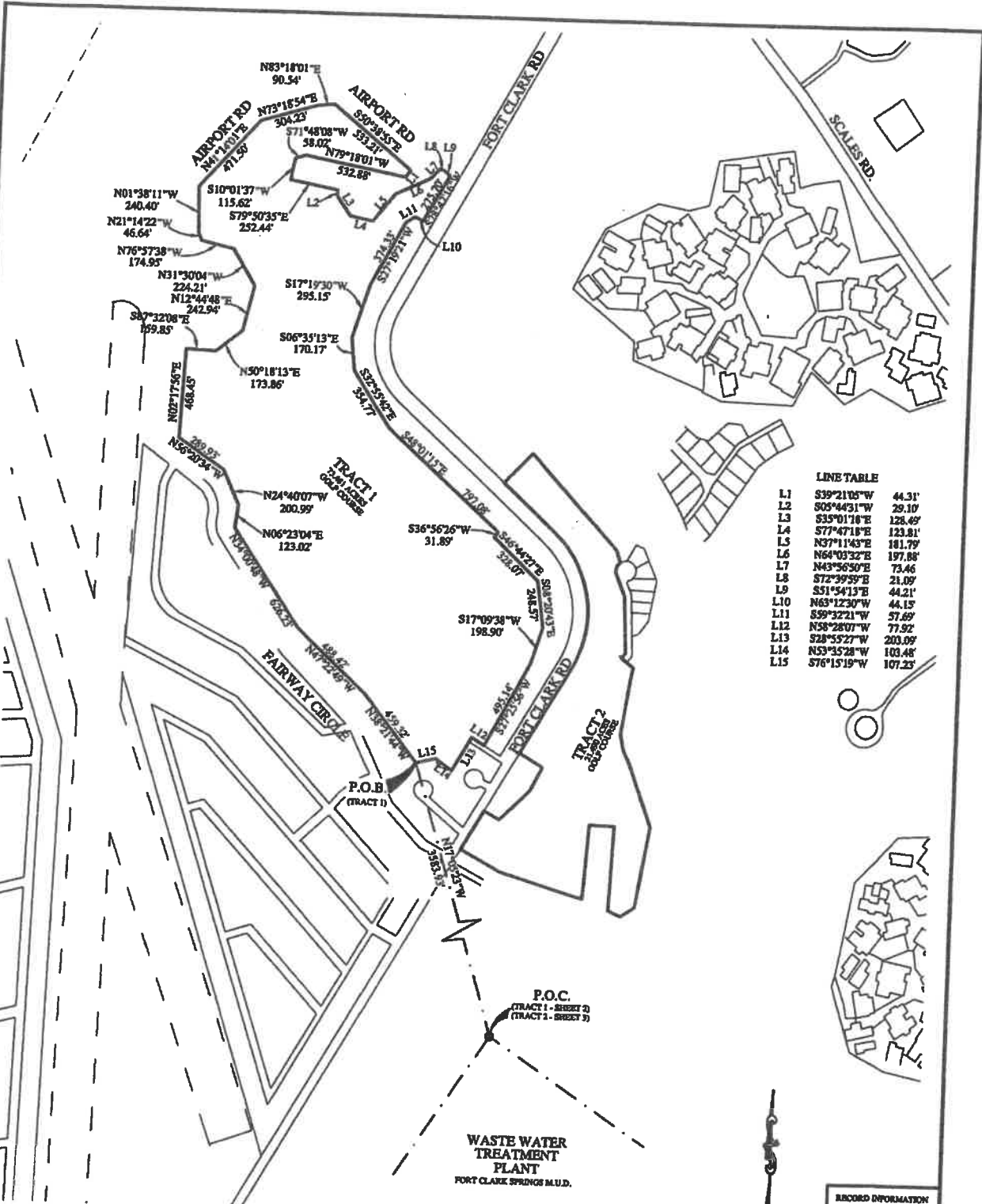
- WOOD FENCE
- BARRIED WIRE
- LIGHTPOST
- CONCRETE
- UTILITY POLE
- IRON / WROUGHT IRON
- TRANSFORMER
- 1/2" IRON ROD FOUND
- CHAIN LINK FENCE
- COV COVERED
- 1/2" IRON ROD SET WITH YELLOW CAP MARKED "ROSKIN GRP 200"

Rosin Group, Inc.
Engineering & Project Management
Registered Professional Land Surveyor
11763 WEST AVE., #253 SAN ANTONIO, TEXAS 78216
210-490-6001
FAX: 210-493-9580

I, A REGISTERED PROFESSIONAL LAND SURVEYOR BY THE STATE OF TEXAS DO HEREBY CERTIFY THAT THE ABOVE SURVEY PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE PROPERTY HEREON ACCURATELY DEPICTS THE SUBSTANTIAL VISIBLE IMPROVEMENTS TO SAID PROPERTY. THIS CERTIFICATION IS ONLY TO THE CURRENT PROPERTY OWNER AND IS NOT VALID AFTER SIXTY (60) DAYS OF THE DATE SHOWN HEREON. DEED RESTRICTIONS OR RESTRICTIVE COVENANTS ARE NOT REFLECTED ON THIS SURVEY. SETBACKS AND EASEMENTS TO WHICH WE HAVE BEEN INFORMED BY OWNER ARE SHOWN ON DRAWING OR BY REFERENCE. FENCES MAY VARY IN LOCATION FROM BOUNDARY. BOUNDARY IS DEFINED BY BEARINGS AND DISTANCES SHOWN ON DRAWING.



[Signature]
ROY R. ROSIN, R.L.S. FIG# NO. 10001500



LINE TABLE

L1	S39°21'05"W	44.31'
L2	S05°44'31"W	29.10'
L3	S35°01'16"E	128.49'
L4	S77°47'18"E	123.81'
L5	N37°11'43"E	181.79'
L6	N64°03'32"E	197.88'
L7	N43°56'50"E	73.46'
L8	S72°39'59"E	21.09'
L9	S51°54'13"E	44.21'
L10	N65°12'30"W	44.15'
L11	S59°32'21"W	57.69'
L12	N58°28'07"W	77.92'
L13	S28°52'27"W	203.09'
L14	N53°35'28"W	103.48'
L15	S76°15'19"W	107.23'

P.O.C. - POINT OF COMMENCEMENT
 P.O.B. - POINT OF BEGINNING
 *TRACT 1 (21.34) ACRES & TRACT 2 (21.34) ACRES

RECORD INFORMATION
 NIP 2741'E
 6307
 AS MEASURED IN FIELD
 S33°29'20"W
 161.24'

LOTS: _____ BLOCK: _____ N.C.B.: _____
 SUBDIVISION: FORT CLARK SPRINGS
 VOLUME: _____ PAGE: _____ RECORDS: _____
 OF: _____ OF THE _____
 OF: KINNEY COUNTY, TEXAS.
 WITNESS MY HAND AND SEAL THIS DAY 07 OF OCTOBER, 2020.
 ADDRESS: _____
 C.I.F. NO.: _____
 ROSIN GROUP, INC. JOB NO. 1487-003-000
 DRAWN BY: JET SURVEYED BY: _____
 CERTIFIED TO: CITY OF BRACKETTVILLE

SUBJECT TO RECORDED RESTRICTIVE COVENANTS AND/OR EASEMENTS AS FOLLOWS:
 VOLUME _____ PAGE _____ RECORDS _____ VOLUME _____ PAGE _____ RECORDS _____
 VOLUME _____ PAGE _____ RECORDS _____ VOLUME _____ PAGE _____ RECORDS _____
 VOLUME _____ PAGE _____ RECORDS _____ VOLUME _____ PAGE _____ RECORDS _____

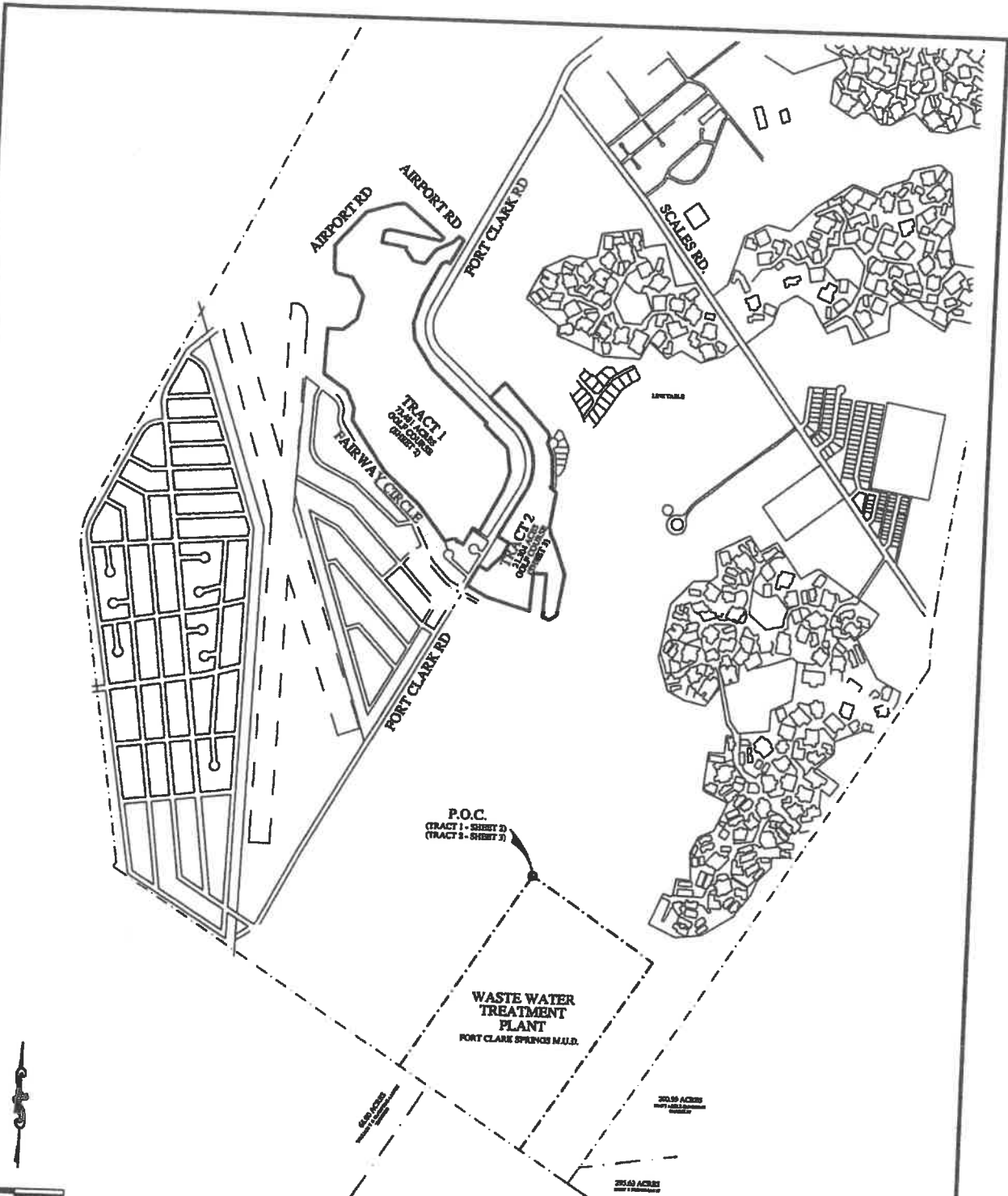
- WOOD FENCE
- BARBED WIRE
- LIGHTPOST
- CONCRETE
- UTILITY POLE
- IRON / WROUGHT IRON COV COVERED
- TRANSFORMER
- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- CHAIN LINK FENCE
- 1/2" IRON ROD SET WITH YELLOW CAP MARKED (UNLESS OTHERWISE NOTED)

I, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THE ABOVE SURVEY PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE PROPERTY HEREBY DESCRIBED ACCORDING TO MEASUREMENTS MADE ON THE GROUND, AND THAT THIS SURVEY ACCURATELY DEPICTS THE SUBSTANTIAL VISIBLE IMPROVEMENTS TO SAID PROPERTY. THIS CERTIFICATION IS ONLY TO THE CURRENT PROPERTY OWNER AND IS NOT VALID AFTER SIXTY (60) DAYS OF THE DATE SHOWN HEREON. DEED RESTRICTIONS OR RESTRICTIVE COVENANTS ARE NOT REFLECTED ON THIS SURVEY. SETBACKS AND EASEMENTS TO WHICH WE HAVE BEEN INFORMED BY OWNER ARE SHOWN ON DRAWING OR BY REFERENCE. FENCES MAY VARY IN LOCATION FROM BOUNDARY. BOUNDARY IS DEFINED BY BEARINGS AND DISTANCES SHOWN ON DRAWING.

RG Rosin Group, Inc.
 Engineering & Project Management
 Registered Professional Land Surveyor
 11765 WEST AVE., #223 210-490-6001
 SAN ANTONIO, TEXAS 78216 FAX: 210-495-9580

[Signature]
 ROY R. ROSIN, P.L.S. PLS# 001, 10001300





SHEET 1 OF 3

P.O.C. - POINT OF COMMENCEMENT
 P.O.B. - POINT OF BEGINNING
 *TRACT 1 (73.481 ACRES & TRACT 2 (21.489 ACRES)

RECORD INFORMATION
 18P741R
 65.07
 AS MEASURED IN FIELD
 S33°29'20"W
 161.24'

LOT(S) _____ BLOCK _____ N.C.B. _____
 SUBDIVISION FORT CLARK SPRINGS
 VOLUME _____ PAGE _____ OF THE _____ RECORDS
 OF KENDRY COUNTY, TEXAS
 WITNESS MY HAND AND SEAL THIS DAY 07 OF OCTOBER, 2020.
 ADDRESS _____
 G.P. NO. _____

ROSNIN GROUP, INC. JOB NO. 1447-03-000
 DRAWN BY: JET SURVEYED BY: _____
 CERTIFIED TO CITY OF BRACKETTVILLE

SUBJECT TO RECORDED RESTRICTIVE COVENANTS AND/OR BASEMENTS AS FOLLOWS:
 VOLUME _____ PAGE _____ RECORDS VOLUME _____ PAGE _____ RECORDS
 VOLUME _____ PAGE _____ RECORDS VOLUME _____ PAGE _____ RECORDS
 VOLUME _____ PAGE _____ RECORDS VOLUME _____ PAGE _____ RECORDS

- ✓ WOOD FENCE
- ✗ BARBED WIRE
- ★ LIGHTPOST
- ☐ CONCRETE
- UTILITY POLE
- IRON / WROUGHT IRON
- ⊠ TRANSFORMER
- ⊙ 1/2" IRON ROD SET WITH YELLOW CAP MARKED "ROSNIN GRP 2906" (UNLESS OTHERWISE NOTED)
- CHAIN LINK FENCE
- COV COVERED
- ⊙ 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)

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 SAN ANTONIO, TEXAS 78216
 210-450-6001
 FAX: 210-451-9580

[Signature]
 ROY R. ROSIN, R.L.S. FIELD NO. 1001500

