



**AGENDA  
ELGIN CITY COUNCIL  
REGULAR MEETING  
TUESDAY, OCTOBER 20, 2015  
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET  
7:00 PM**

**CALL TO ORDER**

**INVOCATION**

**Recess REGULAR MEETING and call to order PUBLIC HEARING**

**PUBLIC HEARING**

1. Proposed zoning change request from Jeff Wilson for Elgin New Life Baptist Fellowship, the owners of the property located at 509 W Alamo Street, A18 Jonathan Burleson, Tract 1 & 2, Acres 2.670, City of Elgin, Bastrop County, Texas from R-2 Single Family and Duplex to C-2 General Commercial District.

**Kerry Lacy, City Manager**

**Gary N. Cooke, Planning and Development Director**

**Close PUBLIC HEARING and Reconvene REGULAR MEETING**

**PUBLIC COMMENT**

Individuals may request to speak on items on the agenda, and items not on the agenda, by requesting to speak during the meeting and under "PUBLIC COMMENT" and will be required to fill out a "PUBLIC COMMENT FORM" and present it, along with any material, handouts or information for Council, to the City Secretary prior to commencement of the Council meeting. Speaker comments are limited to three (3) minutes.

No formal action can be taken by the City Council on items not posted on the agenda. Items requiring a Public Hearing will allow a member of the public an opportunity to speak during the Public Hearing and does not require submission of a "PUBLIC COMMENT FORM". Speakers must address their comments to the Mayor or Presiding Officer rather than to an individual Council Member or member of Staff. All speakers must limit their comments to the specific subject matter noted on the "PUBLIC COMMENT FORM" and refrain from personal attacks or derogatory comments directed at any Council Member, member of Staff, other individual or group.

**PRESENTATIONS**

None

**REPORTS**

1. Monthly Department Reports for August 2015  
**Kerry Lacy, City Manager**

**CONSENT AGENDA**

All of the items on the consent agenda are considered to be self-explanatory by the Council and will be enacted with one motion, one second, and one vote. There will be no separate discussion of these items unless a council member removes an item from the Consent Agenda and places it on the New Business section for Discussion and action.

1. Approval of minutes of the regular council meeting September 1, 2015.  
**Kerry Lacy, City Manager**  
**Lucretia Alvarez, City Secretary**
2. Approval of a request to close Depot Street from Main Street to Avenue C, on Saturday October 31, 2015 from 5:00 pm- 8:00 pm for the 16th annual Safe Trick or Treat Trail.  
**Kerry Lacy, City Manager**  
**Michael Gonzalez, Parks and Recreation Director**
3. Approval of an "Interlocal Agreement" between the City of Elgin and Bastrop County for the Recreation/Shelter Center project that utilizes Disaster Recovery Grant Program Project funds through Bastrop County and local funds provided by the City of Elgin.  
**Kerry Lacy, City Manager**

## **UNFINISHED BUSINESS**

1. Discussion and action to consider the proposed 2015 involuntary annexation public hearings November 24 and December 1, 2015, and directing the Planning and Development Department to prepare a service plan that provides for extension of full municipal services to the area to be annexed.  
**Kerry Lacy, City Manager**  
**Gary N. Cooke, Planning and Development Director**
2. Discussion and action to consider an ordinance amending the contributions to Texas Municipal Retirement System.  
**Kerry Lacy, City Manager**  
**Sidney LaQuey, Finance Director**
3. Discussion and action to consider an ordinance amending the consumption tier rates for the water and wastewater.  
**Kerry Lacy, City Manager**  
**Sidney LaQuey, Finance Director**  
**Dodie Hudson, Utility Billing Supervisor**

## **NEW BUSINESS**

1. Discussion and action to consider an ordinance regarding a proposed zoning change request from Jeff Wilson for Elgin New Life Baptist Fellowship, the owners of the property located at 509 W Alamo Street, A18 Jonathan Burleson, Tract 1 & 2, Acres 2.670, City of Elgin, Bastrop County, Texas from R-2 Single Family and Duplex to C-2 General Commercial District.  
**Kerry Lacy, City Manager**  
**Gary N. Cooke, Planning and Development Director**
2. Discussion and action to consider establishing a Traffic Control/Safety Committee to review requests for traffic control devices and safety enhancements and make recommendations to Council for approval prior to implementation.  
**Kerry Lacy, City Manager**  
**Jessica Bega, Council Member Ward 1**

3. Discussion and action to consider the approval of a contract with Oxley Williams Tharp Architects, PLLC for the design and construction oversight of the Recreation/Shelter Center project and to authorize the City Manager to sign the contract on behalf of the City of Elgin.

**Kerry Lacy, City Manager**

4. Discuss and consider authorizing the Mayor to execute any and all necessary legal documents regarding the exchange of a small amount of real property with SF Development, Inc. a Texas Corporation within the Saratoga Farms Subdivision.

**Kerry Lacy, City Manager**

**Gary N. Cooke, Planning and Development Director**

5. Discussion and action to consider a proposed ordinance amending Chapter 32 SIGNS.

**Kerry Lacy, City Manager**

**Gary N. Cooke, Planning and Development Director**

6. Discussion and action to consider a resolution for official nomination of a representative for City of Elgin to serve on the Board of Directors for Bastrop Central Appraisal District.

**Kerry Lacy, City Manager**

**Lucretia Alvarez, City Secretary**

7. Discussion and action to consider a resolution for official nomination of a representative for City of Elgin to serve on the Board of Directors for Travis Central Appraisal District.

**Kerry Lacy, City Manager**

**Lucretia Alvarez, City Secretary**

8. Discussion and possible action regarding appointment to the Main Street Board.

**Kerry Lacy, City Manager**

**Amy Miller, Community Development Director**

9. Discussion and possible action regarding appointments to the Historic Review Board.

**Kerry Lacy, City Manager**

**Amy Miller, Community Development Director**

10. Discussion and Action to consider a resolution authorizing the Elgin Economic Development Corporation to spend an amount greater than \$10,000 per State Statutes. Specifically to award a Mega Grant of \$14,604 to Nathan Mackey Jr. and Jerry Eason of Eva Mae's Kitchen who spent \$58,418 remodeling the 313 North Main Street building thus creating jobs and expanding the City of Elgin tax base.

**Kerry Lacy, City Manager**

**Joe Newman, EDC Director**

11. Discussion and Action to consider a resolution authorizing the Elgin Economic Development Corp. to spend an amount greater than \$10,000 per State Statutes. Specifically to award a Mega Grant of \$25,000 to Allan Tolbert who spent \$150,000 remodeling his 101 North Main Street building thus creating jobs and expanding the City of Elgin tax base.

**Kerry Lacy, City Manager**

**Joe Newman, EDC Director**

12. Discussion and Action to consider a resolution authorizing the Elgin Economic Development Corporation to spend an amount greater than \$10,000 per State Statutes. Specifically to award a Mega Grant of \$25,000 to Mi Celine Market who spent \$570,000 for new building at 611 S. Main Street thus creating jobs and expanding the City of Elgin tax base.

**Kerry Lacy, City Manager**

**Joe Newman, EDC Director**

13. Discussion and Action to consider a resolution authorizing the Elgin Economic Development Corporation to sell Allan Tolbert 2.306 acres of land in the Elgin Business Park for \$50,000 thus creating jobs and expanding the City of Elgin tax base. This is not a budgeted item and will necessitate amending EEDC's budget. This agreement also provides an incentive to rebate a portion or all of the \$50,000 after building(s) are completed per attached contract.

**Kerry Lacy, City Manager**

**Joe Newman, EDC Director**

## **EXECUTIVE SESSION**

The City Council may announce that it will adjourn the public meeting at any time during the meeting and convene in Executive Session pursuant to Chapter 551 of the Texas Government Code to discuss any matter as specifically listed on the agenda and/or as permitted by Chapter 551 of the Texas Government Code.

**Recess the Regular Council meeting and call to order Executive Session in a closed session.**

None

**Adjourn Executive Session and call public back in to Reconvene Regular Council meeting.**

## **RECONVENE**

The City Council will return to open session for possible discussion and action as a result of the Executive Session.

## **ANNOUNCEMENTS**

## **ADJOURNMENT**

## **NOTICE**

Notice of Assistance at Public Meetings, the City of Elgin is committed to compliance with the Americans with Disabilities Act. Elgin City Hall and Council Chambers are wheelchair accessible and special marked parking is available. Persons with Disabilities who plan to attend this meeting and who may need assistance are requested to contact the City Secretary's Office at (512) 281-5724. Please provide forty-eight hours notice when feasible.

I, Lucretia Alvarez, City Secretary for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before the 16th day of October before 5:00 p.m. in accordance with Chapter 551 of the Texas Government Code.

*Lucretia Alvarez*

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Lucretia Alvarez, City Secretary





**COUNCIL MEETING:** October 20, 2015

**ITEM:** 1. Proposed zoning change request from Jeff Wilson for Elgin New Life Baptist Fellowship, the owners of the property located at 509 W Alamo Street, A18 Jonathan Burleson, Tract 1 & 2, Acres 2.670, City of Elgin, Bastrop County, Texas from R-2 Single Family and Duplex to C-2 General Commercial District.

**RESOURCE PERSON(S):** Kerry Lacy, City Manager  
Gary N. Cooke, Planning and Development Director

**SUMMARY:** Zoning Change request made by Jeff Wilson for Elgin New Life Baptist Fellowship, the owners of the property located at 509 W Alamo Street, A18 Jonathan Burleson, Tract 1 & 2, Acres 2.670, City of Elgin, Bastrop County, Texas from R-2 Single Family and Duplex to C-2 General Commercial District.

**RECOMMENDATION(S):** The Planning and Zoning Commission recommends the approval of an Ordinance for zoning change request from Jeff Wilson for Elgin New Life Baptist Fellowship, the owners of the property located at 509 W Alamo Street from R-2 Single Family and Duplex to C-2 General Commercial District.

**ATTACHMENT:**

- 1-Agenda**
- 2-Minutes**
- 3-200 ft Letter**
- 4-Letter of Request**
- 5-Map**
- 6-Address List**



**AGENDA**  
**ELGIN PLANNING AND ZONING COMMISSION**  
**PUBLIC HEARING/SPECIAL REGULAR MEETING**  
**MONDAY, SEPTEMBER 28, 2015, 6:30 P.M.**  
**CITY HALL ANNEX COUNCIL CHAMBERS**  
**310 NORTH MAIN STREET**

**CALL TO ORDER**

**PUBLIC COMMENT**

Individuals may request to speak on items on the agenda, and items not on the agenda. Speaker comments are limited to three (3) minutes. No formal action can be taken on items not posted on the agenda. All speakers must limit their comments to the specific subject matter noted on the "PUBLIC COMMENT FORM" and refrain from personal attacks or derogatory comments directed at any Commission Member, member of Staff, other individual or group.

**CONSENT**

1. Approval of minutes, August 24, 2015.

**UNFINISHED BUSINESS**

None

**NEW BUSINESS**

1. REVIEW AND TAKE ACTION ON A FINAL PLAT REQUEST SUBMITTED BY RONNIE MOORE FOR CARLSON, BRIGANCE AND DOERING, INC. FOR THE OWNERS OF THE PROPERTY LOCATED IN THE SARATOGA FARMS SUBDIVISION AND BEING APPROXIMATELY 85 ACRES OUT OF THE ELIZABETH STANDIFER A59 SURVEY AND APPROXIMATELY 4 ACRES OUT OF THE JONATHAN BURLESON A18 SURVEY, CITY OF ELGIN, BASTROP COUNTY, TEXAS TO BE KNOWN AS "SARATOGA FARMS SUBDIVISION SECTION 3".
2. REVIEW AND MAKE POSSIBLE RECOMMENDATIONS TO THE ELGIN CITY COUNCIL FOR A ZONING CHANGE REQUEST FILED BY JEFF WILSON FOR ELGIN NEW LIFE BAPTIST FELLOWSHIP, OWNERS OF THE PROPERTY LOCATED AT 509 W ALAMO ST., A18 JONATHAN BURLESON, TRACT 1 & 2, ACRES 2.670, CITY OF ELGIN, BASTROP COUNTY, TEXAS FROM R-2 SINGLE FAMILY & DUPLEX TO C-2 GENERAL COMMERCIAL DISTRICT.

**EXECUTIVE SESSION**

The board may adjourn the public meeting at any time during the meeting and convene in Executive Session pursuant to Chapter 551 of the Texas Government Code to discuss any matter as specifically listed on the agenda and/or as permitted by Chapter 551 of the Texas Government Code.

**RECONVENE**

The board returns to open session for possible discussion and action as a result of the Executive Session.

**ANNOUNCEMENTS**

**ADJOURNMENT**

**NOTICE**

I, Gary N. Cooke, Director Planning & Development for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before the 11th of September, 2015 before 5:00 p.m. in accordance with Chapter 551 of the Texas Government Code. The Elgin City Council will hold a public hearing on item 2 in the City Council Chambers, Elgin City Hall Annex, 310 N. Main Street, Elgin, Texas on October 20, 2015.



Gary N. Cooke, Director Planning & Development

Notice of Assistance at Public Meetings, the City of Elgin is committed to compliance with the Americans with Disabilities Act. Elgin City Hall and Council Chambers are wheelchair accessible and special marked parking is available. Persons with Disabilities who plan to attend this meeting and who may need assistance are requested to contact the City Secretary's Office at (512) 281-5724. Please provide forty-eight hours notice when feasible.

Para informacion en espanol favor de llamar 512-281-0119. Servicios de traduccion disponible en la reunion.

MINUTES  
PLANNING AND ZONING COMMISSION  
PUBLIC HEARING- REGULAR- SPECIAL MEETING  
MONDAY SEPTEMBER 28, 2015 - 6:30 PM

1. **CALL TO ORDER:** 6:30 pm

**ABSENT:** Dorothy McCarther, Rudy L. Ramirez

**GUEST:** Ronnie Moore of Carlson, Brigrance and Doering, Inc., Lynn Cottle, Jeff Wilson, Gordon Perez, Dana Fisher, Jeff Moore, Myron Sappington, Chris Swenson, Melissa Lipiec, Jim Cazares, Beau Perry.

2. **PUBLIC COMMENT:** None

3. **MINUTES:** No correction or additions to the minutes, August 24, 2015 minutes approved unanimously.

4. **UNFINISHED BUSINESS:** None

5. **NEW BUSINESS:** The Chairperson changed the order of the meeting. Item #2 was discussed first and then item #1 was discussed.

2. REVIEW AND MAKE POSSIBLE RECOMMENDATIONS TO THE ELGIN CITY COUNCIL FOR A ZONING CHANGE REQUEST FILED BY JEFF WILSON FOR ELGIN NEW LIFE BAPTIST FELLOWSHIP, OWNERS OF THE PROPERTY LOCATED AT 509 W ALAMO ST., A18 JONATHAN BURLESON, TRACT 1 & 2, ACRES 2.670, CITY OF ELGIN, BASTROP COUNTY, TEXAS FROM R-2 SINGLE FAMILY & DUPLEX TO C-2 GENERAL COMMERCIAL DISTRICT. Ronnie Creppon asked what the total number of letters sent was and if we had received any responses from the property owners who were notified. Melissa Lipiec responded that a total of 31 notices were sent out and we received a total of three (3) letters to date; all in opposition to the zoning change. Ronnie Creppon noted that the letters were from Rosalinda Rangel, Julian Rangel, and Arthur Rangel. Jeff Wilson and Jeff Moore were present representing Elgin New Life Baptist Fellowship. Jeff Moore explained that the church had purchased the property with the full intention of building a church on it. He went on to say an opportunity arose last month allowing them to purchase an existing church, therefore they want to sell this property. In order to maximize both the sale value and the potential tax revenue to the city, they are requesting the change from residential to commercial zoning. Ronnie Creppon asked how this property was shown on the Comprehensive Plan for future land use. It was determined that the Comprehensive Plan showed this property designated as Commercial for future land use. Gordon Perez then spoke stating that he was representing Charles Reynosa, formerly of 503 W Alamo Street whose property abuts the property in question. He listed his concerns regarding noise, traffic, and trash issues associated with commercial businesses. Beau Perry responded that a traffic study would have to be done by any future developers. After some discussion Scott Mackay made a motion for item #2 for the zoning change request submitted by Jeff Wilson for the property located at 509 W Alamo, with a corrected address if necessary to make a recommendation to City Council for a C-2 zoning change. Joe Cottle seconded the motion and a vote was taken. The motion passed by a vote of four (4) for and zero (0) against with Geno Chavarria abstaining due to the fact that he owns property within two hundred (200) feet of the property requesting the change. Ronnie Creppon noted that this item will be presented to the Elgin City Council at the October 20<sup>th</sup> meeting.

1. REVIEW AND TAKE ACTION ON A FINAL PLAT REQUEST SUBMITTED BY RONNIE MOORE FOR CARLSON, BRIGANCE AND DOERING, INC. FOR THE OWNERS OF THE PROPERTY LOCATED IN THE SARATOGA FARMS SUBDIVISION AND BEING APPROXIMATELY 85 ACRES OUT OF THE ELIZABETH STANDIFER A59 SURVEY AND APPROXIMATELY 4 ACRES OUT OF THE JONATHAN BURLESON A18 SURVEY, CITY OF ELGIN, BASTROP COUNTY, TEXAS TO BE KNOWN AS "SARATOGA FARMS SUBDIVISION SECTION 3". Beau Perry stated that all of the issues he had have been addressed. The only thing not on the plat is that the drainage easement will be done as a separate instrument. It was noted that the developer hopes to vacate part of the detention pond. Myron Sappington whose family owns 6.6 acres right behind Elgin Village wanted to know what was

going to happen to the detention pond that his family donated to the City of Elgin. He also wanted to know what the plans are for Lee Dildy Blvd as it relates to this development. Beau Perry showed him the final plat and noted that what we were discussing today did not include that detention pond or Lee Dildy Blvd. Chris Swenson of 858 Central addressed the commission about drainage concerns he has. His property is across the railroad tracks from Saratoga Farms Subdivision and water drains from that property onto his. He was envisioning more run off coming across his property once the development is built. Beau Perry pointed out that by ordinance, the developers were not allowed to increase the amount of drainage than currently exists and they would have to take their development into consideration with respect to the detention pond. After some discussion Joe Cottle made a motion to approve the final plat for Saratoga Farms Subdivision Section 3. Scott Mackay seconded the motion and a vote was taken. The motion passed with a vote of five (5) for and zero (0) against.

6. **ANNOUNCEMENTS:** None

7. **ADJOURNMENT:** 7:23 pm.

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Ronnie Creppon  
Chairman, Planning & Zoning Commission

Attest:

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Gary N. Cooke  
Secretary, Planning and Zoning Commission



September 10, 2015

### NOTICE OF A ZONING CHANGE REQUEST

A REQUEST HAS BEEN SUBMITTED BY JEFF WILSON FOR ELGIN NEW LIFE BAPTIST FELLOWSHIP, THE OWNERS OF THE PROPERTY LOCATED AT 509 W ALAMO STREET, A18 JONATHAN BURLESON, TRACT 1 & 2, ACRES 2.670, CITY OF ELGIN, BASTROP COUNTY, TEXAS TO CHANGE THE ZONING FROM R-2 SINGLE FAMILY AND DUPLEX TO C-2 GENERAL COMMERCIAL DISTRICT.

Notice is hereby given of a regular/special public hearing to be held in the City Council Chambers at the Elgin City Hall Annex, 310 N. Main St. in the City of Elgin, Texas on September 28, 2015 at 6:30 p.m. by the Planning and Zoning Commission.

You are being notified because your property is located within two-hundred feet (200) of the property requesting the zoning change. This hearing is open to any interested person. Opinions, objections and or comments relative to this matter may be expressed in writing or in person at the hearings. You may also be represented by another person, neighbor, or attorney.

The attached map shows the area of the request. Property owners within two hundred (200') feet are required by law to be notified.

For more information please contact Gary N. Cooke at 512-281-0119

“This institution is an equal opportunity provider”

**Elgin New Life Baptist Fellowship**

P.O. Box 838

Elgin, TX 78621

Ph: (512) 303 3149

[www.NewLifeBF.org](http://www.NewLifeBF.org)

Pastor: Jeff Wilson



August 31, 2015

Mr. Gary Cooke  
Planning & Development Director  
The City of Elgin  
P.O. Box 591  
Elgin, TX 78621

Re: Proposed Zoning Change

Dear Mr. Cooke:

Elgin New Life Baptist Fellowship is requesting a zoning change from R-2 to C-2 for their property located at 509 W. Alamo. If at all possible, we would like for this to be on the agenda for next month.

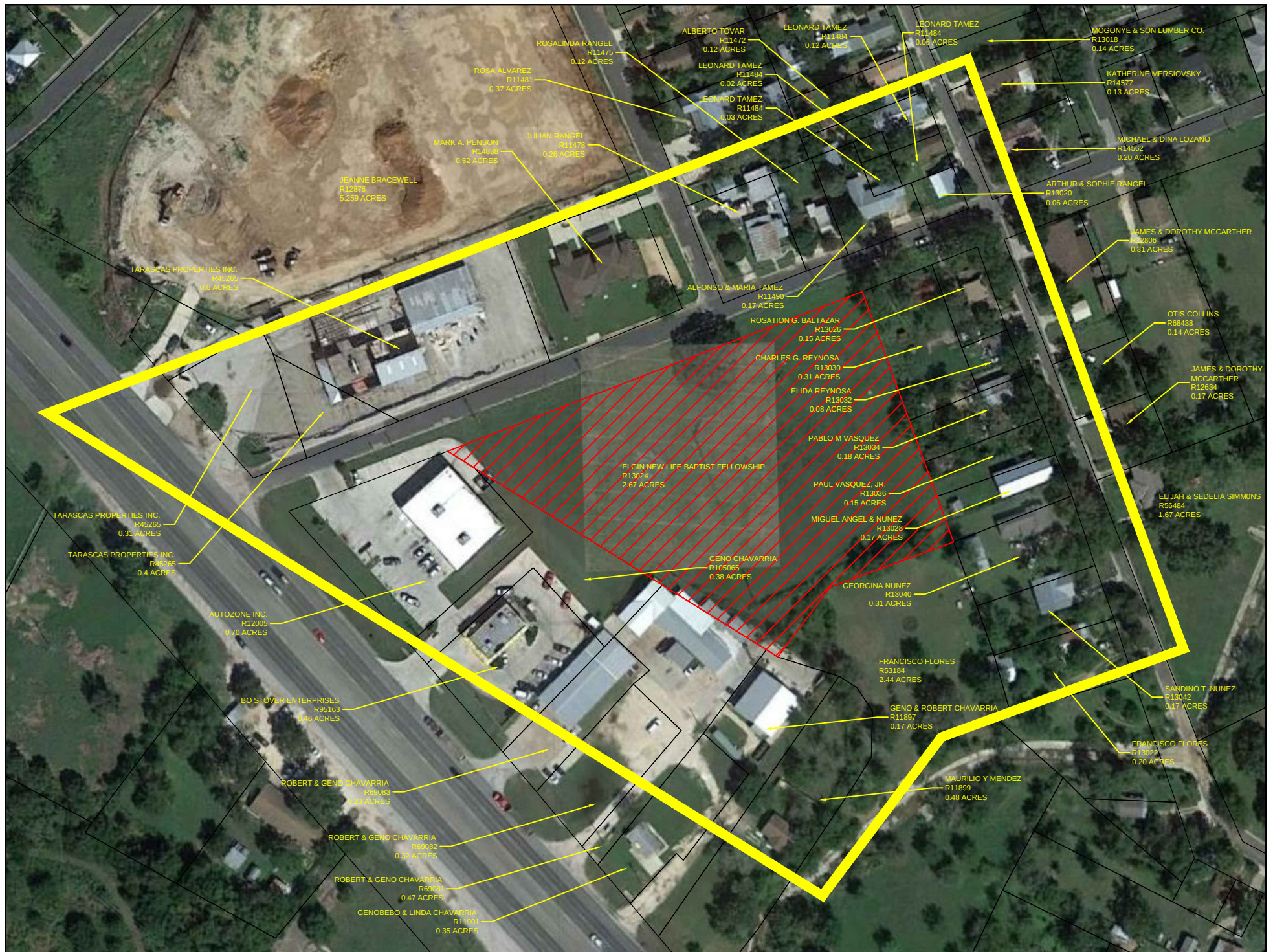
Thank you very much for your help with this matter.

Best regards,

A handwritten signature in black ink, appearing to read "Jeff Wilson".

Jeff Wilson  
Pastor





| First               | Last                       | C/O                       | Address                           | City       | State | Zip        | PID    | Acres  | PID    | Acres | PID   | Acres | PID   | Acres          |
|---------------------|----------------------------|---------------------------|-----------------------------------|------------|-------|------------|--------|--------|--------|-------|-------|-------|-------|----------------|
| 1 Jeanne Bracewell  | Family Limited Partnership |                           | P O Box 650                       | Elgin      | TX    | 78621      | 11923  | 0.155  | 12876  | 5.259 |       |       |       |                |
| 2 Tarascas          | Properties, Inc.           |                           | 904 Saunders Rd.                  | Round Rock | TX    | 78664      | 45265  | 0.307  | 45320  | 0.6   |       |       |       |                |
| 3 Autozone Inc.     | Department #8700           |                           | P O Box 2198                      | Memphis    | TN    | 38101-2198 | 12005  | 0.695  |        |       |       |       |       |                |
| 4 Bo Stover         | Enterprises Inc.           |                           | 1831 CR 137                       | Hutto      | TX    | 78634      | 95163  | 0.461  |        |       |       |       |       |                |
| 5 Robert & Geno     | Chavarria                  | Robert & Isabel Chavarria | 608 E 2nd St                      | Elgin      | TX    | 78621-2204 | 69083  | 0.229  | 69082  | 0.322 | 69081 | 0.465 | 11897 | 0.1721         |
| 6 Genobebo & Linda  | Chavarria                  |                           | P O Box 181                       | Elgin      | TX    | 78621      | 11901  | 0.349  |        |       |       |       |       |                |
| 7 Maurilio Y        | Mendez                     |                           | 104 Mourning Dove                 | Georgetown | TX    | 78626      | 11899  | 0.48   |        |       |       |       |       |                |
| 8 Francisco         | Flores                     |                           | 416 Williams St                   | Elgin      | TX    | 78621      | 53184  | 2.438  | 13022  | 0.2   |       |       |       |                |
| 9 Geno              | Chavarria                  |                           | P O Box 181                       | Elgin      | TX    | 78621      | 105065 | 0.382  |        |       |       |       |       |                |
| 10 Georgina         | Nunez                      |                           | 412 Williams St                   | Elgin      | TX    | 78621      | 13040  | 0.309  |        |       |       |       |       |                |
| 11 Miguel A Nunez & | Elena Hernandez Lopez      |                           | 410 Williams St.                  | Elgin      | TX    | 78621      | 13028  | 0.17   |        |       |       |       |       |                |
| 12 Paul             | Vasquez, Jr.               |                           | 2004 Deer Run Dr.                 | Austin     | TX    | 78744      | 13036  | 0.146  |        |       |       |       |       |                |
| 13 Pablo M          | Vasquez                    |                           | 406 Williams St                   | Elgin      | TX    | 78621      | 13034  | 0.183  |        |       |       |       |       |                |
| 14 Elida            | Reynosa                    |                           | 2101 Davis Ln, Apt 403            | Austin     | TX    | 78745-7662 | 13032  | 0.082  |        |       |       |       |       |                |
| 15 Charles G        | Reynosa                    |                           | 3201 Bluffs Landing Way, Apt 5103 | Round Rock | TX    | 78665      | 13030  | 0.308  |        |       |       |       |       |                |
| 16 Rosario G        | Baltazar                   |                           | 501 W Alamo St.                   | Elgin      | TX    | 78621      | 13026  | 0.151  |        |       |       |       |       |                |
| 17 Alfonso & Maria  | Tamez                      |                           | 305 Beldinger                     | Houston    | TX    | 77011      | 11490  | 0.17   |        |       |       |       |       |                |
| 18 Sandino T        | Nunez                      |                           | 414 Williams St.                  | Elgin      | TX    | 78621-2833 | 13042  | 0.172  |        |       |       |       |       |                |
| 19 Elijah & Sedelia | Simmons                    |                           | 413 Williams St.                  | Elgin      | TX    | 78621      | 56484  | 1.67   |        |       |       |       |       |                |
| 20 Otis Collins &   | Melvin Robinson            |                           | 8119 Glenhollow                   | Houston    | TX    | 77033      | 68438  | 0.138  |        |       |       |       |       |                |
| 21 James & Dorothy  | McCarther                  |                           | 401 Williams St.                  | Elgin      | TX    | 78621      | 12634  | 0.17   | 12806  | 0.305 |       |       |       |                |
| 22 Arthur & Sophie  | Rangel                     |                           | 2136 Beryl St.                    | Ft. Worth  | TX    | 76111      | 13020  | 0.057  |        |       |       |       |       |                |
| 23 Michael & Dina   | Lozano                     |                           | P O Box 157                       | Buda       | TX    | 78610-0157 | 14562  | 0.2    |        |       |       |       |       |                |
| 24 Katherine        | Mersiovsky                 |                           | 1001 Glenwood St.                 | Round Rock | TX    | 78681      | 14577  | 0.13   |        |       |       |       |       |                |
| 25 Mogonye & Son    | Lumber Co.                 |                           | 514 Hwy 95 N                      | Elgin      | TX    | 78621      | 13018  | 0.14   |        |       |       |       |       |                |
| 26 Leonard          | Tamez                      |                           | 316 Williams St.                  | Elgin      | TX    | 78621      | 11099  | 0.031  | 129696 | 0.021 | 11484 | 0.198 |       |                |
| 27 Alberto          | Tovar                      | c/o Arthur Tovar          | 314 Williams St.                  | Elgin      | TX    | 78621      | 11472  | 0.12   |        |       |       |       |       |                |
| 28 Rosalinda        | Rangel                     |                           | P O Box 122                       | Addison    | TX    | 75001      | 11475  | 0.12   |        |       |       |       |       |                |
| 29 Rosa             | Alvarez                    |                           | 317 Kennedy St.                   | Elgin      | TX    | 78621      | 11481  | 0.37   |        |       |       |       |       |                |
| 30 Julian           | Rangel                     |                           | 508 W Alamo St.                   | Elgin      | TX    | 78621      | 11478  | 0.26   |        |       |       |       |       |                |
| 31 Mark A           | Penson                     |                           | 1207 Tee Box Pl                   | Cedar Hill | TX    | 75104      | 14838  | 0.52   |        |       |       |       |       |                |
| 32 Elgin New Life   | Baptist Fellowship         | Jeff Wilson               | P O Box 838                       | Elgin      | TX    | 78621      | 13024  | 2.67   |        |       |       |       |       |                |
|                     |                            |                           |                                   |            |       |            |        | 13.783 |        | 6.707 |       | 0.663 |       | 0.1721 21.3251 |



**COUNCIL MEETING:** October 20, 2015

**ITEM:** 1. Monthly Department Reports for August 2015

**RESOURCE PERSON(S):** Kerry Lacy, City Manager

**SUMMARY:** Monthly Department Reports for August 2015 are for informational purposes only and no action is required by Council.

**RECOMMENDATION(S):** NA

**ATTACHMENT:**

- 1-Building, Development & Code Enforcement Monthly Report
- 2-Public Works Monthly Report
- 3-Main Street Program Monthly Report
- 4-Community Development Monthly Report
- 5-Utlity Billing Monthly Report
- 6-Library Monthly Report
- 7-Municipal Court Monthly Report
- 8-Police Department Monthly Report
- 9-Elgin Economic Development Monthly Report
- 10-Parks & Recreation Monthly Report
- 11-Water & Wastewater Monthly Report



**Monthly Report to Administrative Manager**  
**Building Department**  
**For the Month of AUGUST 2015**

| <b>Type of Inspections</b> | <b>Aug-14</b>       | <b>Aug-15</b>       | <b>Fiscal Yr. To Date</b> | <b>Calendar Yr. To Date</b> |
|----------------------------|---------------------|---------------------|---------------------------|-----------------------------|
| Building                   | 10                  | 96                  | 550                       | 492                         |
| Electrical                 | 7                   | 66                  | 495                       | 448                         |
| Plumbing                   | 11                  | 82                  | 599                       | 489                         |
| Gas                        | 3                   | 39                  | 271                       | 262                         |
| Mechanical                 | 2                   | 40                  | 222                       | 198                         |
| <b>TOTAL</b>               | <b>33</b>           | <b>323</b>          | <b>2137</b>               | <b>1889</b>                 |
|                            |                     |                     |                           |                             |
| <b>Building</b>            |                     |                     |                           |                             |
| Permits                    | 8                   | 14                  | 226                       | 163                         |
| Value                      | \$ 1,666,512.43     | \$ 378,264.74       | \$ 19,368,964.29          | \$ 13,477,534.29            |
| Fees                       | \$ 8,029.90         | \$ 3,151.72         | \$ 130,851.66             | \$ 90,388.76                |
|                            |                     |                     |                           |                             |
| <b>Electrical</b>          |                     |                     |                           |                             |
| Permits                    | 3                   | 11                  | 181                       | 139                         |
| Fees                       | \$ 400.00           | \$ 1,560.00         | \$ 32,505.00              | \$ 24,755.00                |
|                            |                     |                     |                           |                             |
| <b>Plumbing</b>            |                     |                     |                           |                             |
| Permits                    | 6                   | 17                  | 184                       | 135                         |
| Fees                       | \$ 1,027.50         | \$ 2,767.50         | \$ 34,032.50              | \$ 24,890.00                |
|                            |                     |                     |                           |                             |
| <b>Gas</b>                 |                     |                     |                           |                             |
| Permits                    | 4                   | 13                  | 148                       | 104                         |
| Fees                       | \$ 462.50           | \$ 1,707.50         | \$ 17,495.00              | \$ 12,757.50                |
|                            |                     |                     |                           |                             |
| <b>Mechanical</b>          |                     |                     |                           |                             |
| Permits                    | 3                   | 15                  | 138                       | 97                          |
| Fees                       | \$ 487.50           | \$ 2,437.50         | \$ 22,945.00              | \$ 15,875.00                |
|                            |                     |                     |                           |                             |
| <b>Total All Fees</b>      | <b>\$ 10,407.40</b> | <b>\$ 11,624.22</b> | <b>\$ 237,829.16</b>      | <b>\$ 168,666.26</b>        |

**August 2015  
Building Permits**

| <b>Number of Permits</b> |                            | <b>Type/Classification</b>                                     | <b>Permit Fees</b>         |                            | <b>Valuation</b> |               |
|--------------------------|----------------------------|----------------------------------------------------------------|----------------------------|----------------------------|------------------|---------------|
| <b>Aug-14</b>            | <b>Aug-15</b>              |                                                                | <b>Aug-14</b>              | <b>Aug-15</b>              | <b>Aug-14</b>    | <b>Aug-15</b> |
| 1                        | 1                          | New Single Family                                              | \$ 404.25                  | \$ 908.50                  | \$ 50,000.00     | \$ 130,000.00 |
|                          |                            | New Duplex                                                     |                            |                            |                  |               |
|                          |                            | New Manufactured                                               |                            |                            |                  |               |
|                          |                            | New Multi-Family                                               |                            |                            |                  |               |
| 1                        |                            | New Commercial                                                 | \$ 3,030.00                |                            | \$ 587,269.00    |               |
|                          |                            | New Industrial                                                 |                            |                            |                  |               |
|                          |                            | New Swimming Pools                                             |                            |                            |                  |               |
|                          |                            | Moving Permit                                                  |                            |                            |                  |               |
| 1                        |                            | New Signs                                                      | \$ -                       |                            | \$ 97.43         |               |
| 1                        | 6                          | Residential                                                    | \$ 63.25                   | \$ 542.32                  | \$ 1,600.00      | \$ 26,214.74  |
| 1                        | 4                          | Non-Residential                                                | \$ 4,482.40                | \$ 1,650.90                | \$ 1,027,546.00  | \$ 222,050.00 |
| 3                        | 2                          | Demolitions                                                    | \$ 50.00                   | \$ 50.00                   | \$ -             | \$ -          |
| 8                        | 13                         |                                                                | \$ 8,029.90                | \$ 3,151.72                | \$ 1,666,512.43  | \$ 378,264.74 |
| ZBOA Request             |                            | None                                                           |                            |                            |                  |               |
| Zoning Request           |                            | Lopez Preliminary Plat, Lopez Final Plat, Whole Dudes Addition |                            |                            |                  |               |
| <b>Code Enforcement</b>  | <b>Active<br/>Aug 2014</b> | <b>Active<br/>Aug 2015</b>                                     | <b>Closed<br/>Aug 2014</b> | <b>Closed<br/>Aug 2015</b> |                  |               |
| Abandoned/Junked         |                            | 5                                                              | 4                          | 18                         |                  |               |
| Animal Control           |                            |                                                                | 2                          |                            |                  |               |
| Beer Permits             |                            |                                                                |                            |                            |                  |               |
| Environmental            |                            |                                                                | 2                          | 10                         |                  |               |
| Fire Code                |                            |                                                                | 4                          | 3                          |                  |               |
| Health and Sanitation    |                            | 2                                                              |                            | 3                          |                  |               |
| Illegal Signs            |                            |                                                                | 2                          | 191                        |                  |               |
| Property Maintenance     |                            | 5                                                              | 16                         | 18                         |                  |               |
| Unsafe Structures        | 2                          |                                                                | 1                          | 2                          |                  |               |
| Water/Sewer              |                            |                                                                | 1                          | 3                          |                  |               |
| Zoning                   |                            |                                                                | 11                         | 1                          |                  |               |
| <b>Total</b>             | <b>2</b>                   | <b>12</b>                                                      | <b>43</b>                  | <b>249</b>                 |                  |               |

\*Zoning Board of Adjustments

Submitted By:

Jim Cazares

Date:

September 9, 2015

## Public Works – August - 2015

### Lawn Maintenance – City Owned Buildings:

- Elgin Public Library
- City Hall
- Elgin Police Department
- Elgin Industrial Park
- Greater Elgin Chamber of Commerce
- Elgin Museum

### Grounds Maintenance- Parks:

- Elgin Memorial Park
- Veterans Memorial Park
- Thomas Memorial Park
- Morris Memorial Park
- Goins Picnic Area
- Shenandoah Greenbelt / Soccer Fields

### Miscellaneous:

#### 2015 Street Paving Project:

- August 31, Bid opening- Lone Star Paving Company apparent low bidder.
- Street work continuing with flex base work on all streets.
- Paving scheduled for September.

#### 2015 Seal Coat Project:

- August 31, Bid opening – Lone Star Paving Company apparent low bidder.
- Began asphalt level-up and preparation work.
- Began street repairs in preparation for seal coat, fourteen permanent repairs made on West 11<sup>th</sup> Street and four permanent repairs made on North Avenue C.

Morris Park New Restrooms / Bathhouse Facility – Landscaping consisting of excavation, placing topsoil and block sodding.

Right of Way and Easement mowing – Ongoing

#### Trees and Brush:

- Removed down limbs Elgin Memorial Park
- Removed 1 dead tree Elgin Memorial Park
- Trimmed brush on East Austin Street

*Joe Parten*

Director, Public Works  
City of Elgin

1137 Swenson Blvd  
PO Box 591, Elgin, TX 78621  
512-281-0119 ext 107  
Fax 512-285-4267  
[www.elgintx.com](http://www.elgintx.com)



# MONTHLY ACTIVITY REPORT

*For the local program, monthly reports are a way to track and document progress of both the program and the downtown revitalization effort. It is also an effective tool to use for updating the board on the program's overall activities and for communicating your progress to stakeholders, such as City Council and other funding entities. For the state office, monthly reports help us provide more direct and effective services by giving us a way to spot trends, challenges, issues etc. The report should reflect BOTH the work of staff and volunteers. While not all programs use the traditional four-committee structure any longer, the work of all programs should still be able to be reflected in the four-point categories below.*

The Monthly Report is **due by the 10<sup>th</sup> of each month**. Please use electronic version, type or print legibly. Please use this electronic version and email to [mainstreet-reports@thc.state.tx.us](mailto:mainstreet-reports@thc.state.tx.us).

**CITY:** ELGIN

**MONTH/YEAR:** September 2015

**DATE SUBMITTED:** 9-10-2015

1. Updates on Projects, Activities for the month.

**MAIN STREET BOARD:** *(After typing, TAB to the next cell)*

|                |                                                                                                                   |
|----------------|-------------------------------------------------------------------------------------------------------------------|
| Meeting Dates: | Update on projects or activities                                                                                  |
| August 20      | Hogeye festival Sponsorships, selected beer & wine vendors, details & logistics<br>Austin Steam train Association |
|                | Shop Elgin First – local shopping program with EDC and Chamber                                                    |

**ORGANIZATION:** *(After typing, TAB to the next cell)*

|                |                                                                                                                                               |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| Meeting Dates: | Update on projects or activities                                                                                                              |
| August 28      | Finalized Editorial content for fall winter issue. Featuring the Shop Elgin First program the steam train partnership and Sip Shop and Stroll |
|                |                                                                                                                                               |

**PROMOTION:**

|                |                                                                                                                                                                                                                                                                                                                                                            |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Meeting Dates: |                                                                                                                                                                                                                                                                                                                                                            |
| August 20      | Started planning 1 <sup>st</sup> Saturday Sidewalk sales. Shop Elgin First BBQ receipts program and Holiday Inn Room cards, Plans for Sip Shop and Stroll in September & October Welcomed new teachers luncheon with shopping bags, started planning Homecoming parade and pep rally with EISD, started planning Holiday by tracks and pictures with Santa |

**DESIGN:**

|                 |                                                                                |
|-----------------|--------------------------------------------------------------------------------|
| Meeting Dates:  | Update on projects or activities                                               |
| August 21, 2015 | Worked with CARTS to select a consultant for the downtown transit stop design. |

**ECONOMIC RESTRUCTURING:**

|                |                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Meeting Dates: | Update on projects or activities                                                                                                                                                                                                                                                                                                                                                                                                       |
| August 27      | Working with EDC and Chamber launched Shop Elgin First campaign.<br>Worked with Main Street office of THC to select two buildings and start pro-formas for each. A pilot project for the state.<br>Held open house & ribbon cutting for Elgin Lofts with Chamber in august.<br>Working on directory and map of downtown to be coordinated for placement with TXDOT, working with realtors and investors on possible projects in Elgin. |



|  |  |
|--|--|
|  |  |
|--|--|

2. Program Commentary *(list critical issues, problems, and successes/ completed projects of the past month):*

Owners on 109 Main Street cleaned out the property with a dumpster provided by Main Street  
26 North Main sold to Allan Tolbert, who has pre leased the front commercial space to A Flower Connection and the rear to a private residential loft. Expected to open the flower shop in early December.

28 North Main Street sold to Melissa Ladd, who will be renovating for personal loft space in rear and providing a commercial space for lease in front.

3. Outlook. *Goals and challenges; plans for upcoming major projects such as public improvements etc.:*

Completed promotion participation with Holiday Inn, retail businesses downtown have signage and Meyers Southside and Holiday Inn have their signage. Stores have a form to track participation. This targets bringing people who are already stopping in Elgin to the downtown area.

4. Suggestions for Texas Main Street Center *(list suggestions on services or training topics; new resources; questions):*

5. Main Street in the News. *If your programs or its activities have been spotlighted in press coverage during the month, please provide a link here. If there is a newsworthy event or announcement that would be appropriate for the Main Street Matters e-newsletter, please email [mainstreet-reports@thc.state.tx.us](mailto:mainstreet-reports@thc.state.tx.us) with the information. Please provide event information as many months in advance as possible.*

Sip Shop and Stroll: October 8, 2015- the second Thursday of each month. Sip a little wine and shop as you stroll through the stores in Historic Downtown Elgin. You will find diverse merchandise, eclectic decor, artwork by local artists and live music in many of the venues.

First Saturday Sidewalk Sales – Find a great buy or a unique treasure at the First Saturday Sidewalk Sales in downtown Elgin. River Valley Farmers Market and Elgin Flea Market are on First Saturdays too.

Hogeye Festival: Saturday October 24, 2015 10:00 am to 6:00 pm. The festival is in Historic Downtown Elgin and features rides on restored train cars with the Austin Steam train Association, delicious food, kids activities, handmade arts and crafts, live music & Entertainment on three stages and plenty of pig puns to go around. Events include Lindsay Kay Wing Children's Pet Parade, Road Hog Car Show, Gordon Swenson Memorial BBQ Pork-Off, Carnival, Cow Patty Bingo, Hogalicious Dessert Contest Pearls Before Swine Art Show, and last but not least, the crowning of King Hog or Queen Sowpreme. For more information, or to register for any of the events listed, go to [www.hogeyefestival.com](http://www.hogeyefestival.com) .

Safe Trick or Treat Trail in downtown Elgin Saturday October 31, enjoy trick or treating throughout downtown and at Veterans Memorial park.

Small Business Saturday: November 28, the day encourages people to shop at small businesses on the Saturday after Thanksgiving. Businesses offer special events and promotions to help drive small business sales.

Holiday by the Tracks: December 5, 2015- the first Saturday in December and includes a day of shopping at the local businesses in Historic Downtown Elgin. Veterans' Memorial Park is host to arts and crafts vendors and musical performances. Also included are the EVFD Lighted Christmas Parade at dusk followed by a live nativity. Co-sponsored by the Elgin Main Street Board, Elgin Chamber of Commerce and the Community Development Department. For more information, visit [Holiday by the Tracks](#).



## MEMORANDUM

To: Kerry Lacy, City Manager  
From: Amy Miller, Community Development Director  
Date: September 10, 2015  
RE: Community Development Department Report August 2015

### Projects

Met with Main Street office Texas Historic Commission pilot project to complete pro-formas on two properties downtown

Shop Elgin First joint shop local campaign with EDC and Chamber developed ads.

Launched Bring Your Receipts program with Southside & Meyers and Bring Your Room card with Holiday Inn, all businesses have signage, downtown businesses have a form to track customer participation.

Completed editorial for fall winter issue of Downtown 78621.

26 North Main sold to Allan Tolbert.

28 North Main sold to Melissa Ladd

Hogeye Festival: Finalized logistics and promotional materials for Austin Steam Train Association partnership, completed sponsorships over \$500, continued with logistics & vendors, t-shirt bids, follow up with all components of the festival like children's parade, car show, art show etc.

Shenandoah Trail, started planning an opening celebration.

Community Cleanup program, working on promotional items like adopted spot signs and safety vests.

Ribbon cutting & Open House for Elgin Lofts and commercial space.

Served on CARTS section team to select a consultant for design of the downtown transit stop.

New Teacher & Staff welcome to Elgin presentation, assisted with luncheon for same group.

Met with new business owners downtown including A Beautiful Exchange.

FM 1100 review of preliminary plans with TRC

Day trip planning and promotion ideas.

Ribbon Cutting for Morris Memorial Pool Bathhouse and Park Restrooms

Sip Shop and Stroll, every 2<sup>nd</sup> Thursday from 5-8 downtown

City of Elgin E-News

Facebook Pages: City of Elgin, Hogeye Festival, Visit Elgin, Envision Elgin

### **Boards & Committee, Seminars**

Preconstruction meeting for ADA ramps downtown with TXDOT

CAMPO TAC meeting

Parks & Recreation Advisory Board

Hogeye Festival Committee

Bastrop County Transportation Plan

Convocation for Elgin ISD

Historic Review Board

Main Street Board

Promotion Tourism Committee

Organization Committee (Downtown 78621)

### **Upcoming Events**

Sip Shop & Stroll September 10 from 5-8 downtown

Pep Rally for Homecoming Wednesday September 16 6pm Veteran's Memorial Park

National Night Out party October 6 from 5-7 downtown

Sip Shop & Stroll October 8 from 5-8 downtown

Community Clean-up event Saturday October 17 9am Elgin Memorial Park

Hogeye Festival Saturday October 24 10-6 downtown

Safe Trick or Treat Saturday October 31 6-8 downtown

Sip Shop & Stroll November 12 from 5-8 downtown

Shop Small Saturday November 28 – Shop Local promotion with American Express

Holiday by the Tracks & VDFD Lighted Parade, Saturday, December 5 downtown

Sip Shop & Stroll December 10 from 5-8 downtown

**UTILITY BILLING 2015****August**

|                              |              |             |
|------------------------------|--------------|-------------|
| Billed out                   | \$411,204.34 |             |
| Past due notices             | 597          | \$69,811.75 |
| Work orders-Cut offs         | 137          |             |
| Disconnected for non pmt     | 77           |             |
| Extension to pay 1st         | 63           |             |
| Extension due for disconnect | 5            |             |
| Meter tamper fee             | 1            |             |
| After Hour turn on           | 0            |             |
| Accounts set to final        | 3            | for non pmt |

*Submitted by:  
Dodie Thomas  
Utility Billing Supervisor  
Customer Service/A/R Supervisor  
512-285-5721 office*

## Library Report to the City for August 2015

Circulation was down 22% in August compared to the previous year.

Collection size is up slightly from the previous year.

Some progress was made with the Wildcat Garden grant with mulch and stepping stones for hopscotch added to the garden. Repairs were made to the sprinkler system. The Friends of the Elgin Library will add a mother and child reading statue to the garden soon.

Programs are being planned to start in September. Dual language classes, a Travel Club and a Friends Literary Event with Amanda Downum are being planned for September.

Technology: Our network will be improved with software called Drive Vaccine that will reset the public computers to a previous point when patrons log-off. We have e-rate funding to replace devices such as router and switch on the network in the future and to add uninterruptable power supplies.

Volunteers doing community service inventoried most of the children's area. Our four literacy volunteers went to the Literacy Texas Conference in San Marcos with the Friends of the Library financially supporting the trip.

| Categories                      | Units   | Aug.'14 | Aug. '15 | Fiscal YTD '14 | Fiscal YTD '15 |
|---------------------------------|---------|---------|----------|----------------|----------------|
| <b>Total Circulation</b>        |         | 8,669   | 7,106    | 90,016         | 82,886         |
| + or - Same month previous year | Percent | 8%+     | 22%-     |                |                |
|                                 |         |         |          |                |                |
| <b>Additions</b>                |         |         |          |                |                |
| Interlibrary Loans              | Each    | 3       | 3        | 31             | 20             |
| New Patrons                     | Each    | 159     | 121      | 1,123          | 1,023          |
|                                 |         |         |          |                |                |
| <b>Collection</b>               |         |         |          |                |                |
| Items Added                     | Each    | 374     | 242      | 3,180          | 3,543          |
| Items Withdrawn                 | Each    | 87      | 109      | 3,355          | 2,846          |
| Total Collection                | Each    | 38,076  | 38,351   | 38,076         | 38,351         |
|                                 |         |         |          |                |                |
| <b>General Statistics</b>       |         |         |          |                |                |
| Gate Count                      | Each    | 4,990   | 4,924    | 52,876         | 48,513         |
| Hours Open                      | Hours   | 168     | 168      | 1,761          | 1,788          |
| Library Tours                   | Each    | 0       | 0        | 8              | 7              |
| Program Visitors                | Each    | 262     | 332      | 6,110          | 5,871          |
| Public Computer Use             | Hours   | 856     | 810      | 8,578          | 8,267          |
| Patrons using computers         | Each    | 844     | 1,090    | 7,961          | 8,412          |
| Volunteer Hours                 | Each    | 416     | 249      | 4,431          | 4,467          |
|                                 |         |         |          |                |                |
| <b>Receipts</b>                 |         |         |          |                |                |
|                                 |         | \$3,181 | \$1,323  | \$43,597       | \$27,389       |
|                                 |         |         |          |                |                |
| <b>Civic Center Use</b>         |         |         |          |                |                |
| City                            | Each    | 4       | 4        | 33             | 29             |
| Library                         | Each    | 13      | 14       | 179            | 173            |
| Public Rental                   | Each    | 1       | 1        | 30             | 27             |
| Other - not for profit          | Each    | 6       | 7        | 69             | 84             |
| Total Civic Center Use          |         | 24      | 26       | 311            | 313            |
|                                 |         |         |          |                |                |





OFFICE OF COURT ADMINISTRATION

TEXAS JUDICIAL COUNCIL



OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month August

Year 2015

Municipal Court for the City CITY OF ELGIN

Presiding Judge Larry Dunne

If new, date assumed office

Court Mailing Address P.O. BOX 591

City ELGIN

, TX Zip 7-8621

Phone Number (512) 281-0318

Fax Number

Courts Public Email

Court's Website

THE ATTACHED IS A TRUE AND ACCURATE REFLECTION OF THE RECORDS OF THIS COURT

Prepared by Yadira Duque

Date Sep 18, 2015

Phone Number (512) 281-0318

PLEASE RETURN THIS FORM NO LATER THAN 20 DAYS FOLLOWING THE END OF THE MONTH REPORTED TO:

OFFICE OF COURT ADMINISTRATION

P O BOX 12066

AUSTIN, TX

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# CRIMINAL SECTION

City of CITY OF ELGIN

Month August Year 2015

|                                                           | Traffic Misdemeanors |         |                | Non-Traffic Misdemeanors |                 |                |
|-----------------------------------------------------------|----------------------|---------|----------------|--------------------------|-----------------|----------------|
|                                                           | Non-Parking          | Parking | City Ordinance | Penal Code               | Other State Law | City Ordinance |
| <b>1. Total Cases Pending First of Month:</b>             | 12,732               | 12      | 0              | 2                        | 2,471           | 21             |
| a. Active Cases                                           | 8,882                | 10      | 0              | 2                        | 1,298           | 3              |
| b. Inactive Cases                                         | 3,850                | 2       | 0              | 0                        | 1,173           | 18             |
| <b>2. New Cases Filed</b>                                 | 78                   | 0       | 0              | 0                        | 30              | 13             |
| <b>3. Cases Reactivated</b>                               | 22                   | 0       | 0              | 0                        | 8               | 1              |
| <b>4. All Other Cases Added</b>                           | 0                    | 0       | 0              | 0                        | 0               | 0              |
| <b>5. Total Cases on Docket</b>                           | 8,982                | 10      | 0              | 2                        | 1,336           | 17             |
| <b>6. Dispositions Prior to Court Appearance or Trial</b> |                      |         |                |                          |                 |                |
| a. Uncontested Dispositions                               | 64                   | 0       | 0              | 0                        | 21              | 4              |
| b. Dismissed by Prosecution                               | 4                    | 0       | 0              | 0                        | 8               | 0              |
| <b>7. Dispositions at Trial:</b>                          |                      |         |                |                          |                 |                |
| a: Convictions                                            |                      |         |                |                          |                 |                |
| 1) Guilty Plea or Nolo Contendere                         | 6                    | 0       | 0              | 0                        | 16              | 11             |
| 2) By the Court                                           | 0                    | 0       | 0              | 0                        | 0               | 0              |
| 3) By the Jury                                            | 0                    | 0       | 0              | 0                        | 0               | 0              |
| b: Acquittals:                                            |                      |         |                |                          |                 |                |
| 1) By the Court                                           | 0                    | 0       | 0              | 0                        | 0               | 0              |
| 2) By the Jury                                            | 0                    | 0       | 0              | 0                        | 0               | 0              |
| c. Dismissed by Prosecution                               | 0                    | 0       | 0              | 0                        | 3               | 0              |
| <b>8. Compliance Dismissals:</b>                          |                      |         |                |                          |                 |                |
| a: After Driver Safety Course                             | 21                   |         |                |                          |                 |                |
| b: After Deferred Disposition                             | 0                    | 0       | 0              | 0                        | 4               | 0              |
| c: After Teen Court                                       | 0                    | 0       | 0              | 0                        | 0               | 0              |
| d: After Tobacco Awareness Course                         |                      |         |                |                          | 0               |                |
| e: After Treatment for Chemical Dependency                |                      |         |                | 0                        | 0               |                |
| f: After Proof of Financial Responsibility                | 1                    |         |                |                          |                 |                |
| g: All Other Transportation Code Dismissals               | 0                    | 0       | 0              | 0                        | 0               | 0              |
| <b>9. All Other Dispositions</b>                          | 7                    | 0       | 0              | 0                        | 1               | 0              |
| <b>10. Total Cases Disposed</b>                           | 103                  | 0       | 0              | 0                        | 53              | 15             |
| <b>11. Cases Placed On Inactive Status</b>                | 26                   | 0       | 0              | 0                        | 20              | 0              |
| <b>12. Total Cases Pending End of Month:</b>              | 12,707               | 12      | 0              | 2                        | 2,448           | 19             |
| a: Active Cases                                           | 8,853                | 10      | 0              | 2                        | 1,263           | 2              |
| b: Inactive Cases                                         | 3,854                | 2       | 0              | 0                        | 1,185           | 17             |
| <b>13. Show Cause Hearings Held</b>                       | 40                   | 0       | 0              | 0                        | 50              | 3              |
| <b>14. Cases Appealed:</b>                                |                      |         |                |                          |                 |                |
| a: After Trial                                            | 0                    | 0       | 0              | 0                        | 0               | 0              |
| b: Without Trial                                          | 0                    | 0       | 0              | 0                        | 0               | 0              |

## JUVENILE / MINOR ACTIVITY

|                                                                                        |              |
|----------------------------------------------------------------------------------------|--------------|
| <b>Court</b> CITY OF ELGIN                                                             | <b>TOTAL</b> |
| <b>Month</b> August <b>Year</b> 2015                                                   |              |
| <b>1. Transportation Code Cases Filed</b>                                              | 3            |
| <b>2. Non-Driving Alcoholic Beverage Code Cases Filed</b>                              | 0            |
| <b>3. Driving Under the Influence of Alcohol Cases Filed</b>                           | 0            |
| <b>4. Drug Paraphernalia Cases Filed</b>                                               | 0            |
| <b>5. Tobacco Cases Filed</b>                                                          | 0            |
| <b>6. Failure to Attend School Cases Filed</b>                                         | 0            |
| <b>7. Education Code (Except Failure to Attend) Cases Filed</b>                        | 0            |
| <b>8. Violation of Local Daytime Curfew Ordinance Cases Filed</b>                      | 0            |
| <b>9. All Other Non-Traffic Fine-Only Filed</b>                                        | 1            |
| <b>10. Transfer to Juvenile Court:</b>                                                 | 0            |
| a. Mandatory Transfer                                                                  |              |
| b. Discretionary Transfer                                                              | 0            |
| <b>11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct)</b>     | 0            |
| <b>12. Held in Contempt by Criminal Court (Fined and/or Denied Driving Privileges)</b> | 0            |
| <b>13. Juvenile Statement Magistrate Warning:</b>                                      | 0            |
| a. Warnings Administered                                                               |              |
| b. Statements Certified                                                                | 0            |
| <b>14. Detention Hearings Held</b>                                                     | 0            |
| <b>15. Orders for Non-Secure Custody Issued</b>                                        | 0            |
| <b>16. Parent Contributing to Nonattendance Cases Filed</b>                            | 0            |

## ADDITIONAL ACTIVITY

| Court CITY OF ELGIN                                                                                |           | Number Given | Number Requests For Counsel |
|----------------------------------------------------------------------------------------------------|-----------|--------------|-----------------------------|
| Month August                                                                                       | Year 2015 |              |                             |
| 1. Magistrate Warnings:<br>a. Class C Misdemeanors                                                 |           | 14           |                             |
| b. Class A and B Misdemeanors                                                                      |           | 6            | 5                           |
| c. Felonies                                                                                        |           | 3            | 2                           |
|                                                                                                    |           |              | TOTAL                       |
| 2. Arrest Warrants Issued:<br>a. Class C Misdemeanors                                              |           |              | 46                          |
| b. Class A and B Misdemeanors                                                                      |           |              | 1                           |
| c. Felonies                                                                                        |           |              | 2                           |
| 3. Capiases Pro Fine Issued                                                                        |           |              | 39                          |
| 4. Search Warrants Issued                                                                          |           |              | 0                           |
| 5. Warrants for Fire, Health and Code Inspections Filed                                            |           |              | 0                           |
| 6. Examining Trials Conducted                                                                      |           |              | 0                           |
| 7. Emergency Mental Health Hearings Held                                                           |           |              | 0                           |
| 8. Magistrate's Orders for Emergency Protection Issued                                             |           |              | 0                           |
| 9. Magistrate's Orders for Ignition Interlock Device Issued                                        |           |              | 1                           |
| 10. All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond                  |           |              | 0                           |
| 11. Driver's License Denial, Revocation or Suspension Hearings Held                                |           |              | 0                           |
| 12. Disposition of Stolen Property Hearings Held                                                   |           |              | 0                           |
| 13. Peace Bond Hearings Held                                                                       |           |              | 0                           |
| 14. Cases in Which Fine and Court Costs Satisfied by Community Service:<br>a. Partial Satisfaction |           |              | 0                           |
| b. Full Satisfaction                                                                               |           |              | 5                           |
| 15. Cases in Which Fine and Court Costs Satisfied by Jail Credit                                   |           |              | 18                          |
| 16. Cases in Which Fine and Court Costs Waived for Indigency                                       |           |              | 8                           |
| 17. Amount of Fines and Court Costs Waived for Indigency                                           |           |              | \$2,866.40                  |
| 18. Fines, Court Costs and Other Amounts Collected:<br>a. Kept by City                             |           |              | \$14,722.05                 |

Elgin Police Department

August 2015 Report

| CATEGORY                      | Aug-15 | Aug-14 | Aug-13 | Aug-12 | Aug-11 |
|-------------------------------|--------|--------|--------|--------|--------|
| <b>Calls for Service</b>      |        |        |        |        |        |
| Total Calls for Service       | 899    | 965    |        | 715    | 842    |
| Police calls                  | 678    | 763    | 449    | 458    | 474    |
| Fire calls                    | 57     | 36     | 51     | 34     | 46     |
| Animal calls                  | 91     | 142    | 62     | 47     | 50     |
| Activity logs                 | 64     | 127    | 64     | 171    | 260    |
| City calls                    | 9      | 11     | 5      | 5      | 12     |
| Pageouts                      |        |        |        |        | 202    |
| <b>Offense Reports</b>        |        |        |        |        |        |
| Total Offense Reports         | 52     | 72     | 60     | 78     | 81     |
| Active (Open) cases           | 14     | 24     | 19     | 11     | 23     |
| Cases Inactivated             | 16     | 20     | 14     | 22     | 24     |
| Cases Closed                  | 3      | 4      | 4      | 3      | 9      |
| Documentation (no crime)      | 0      | 0      | 1      | 2      | 0      |
| Other                         | 1      | 0      | 1      | 1      | 22     |
| Unfounded                     | 3      | 1      | 1      | 1      | 1      |
| Referred to other agency      | 1      | 0      | 1      | 0      | 2      |
| <b>Citations</b>              |        |        |        |        |        |
| Total Citations               | 196    | 182    | 378    | 341    | 210    |
| Citations for violations      | 75     | 102    | 168    | 145    | 122    |
| Warnings                      | 121    | 80     | 209    | 196    | 88     |
| <b>Collisions</b>             |        |        |        |        |        |
| Total Accidents               | 33     | 34     | 30     | 25     | 15     |
| Major accidents (with injury) | 2      | 6      | 2      | 5      | 0      |
| Minor accidents (no injury)   | 24     | 22     | 24     | 17     | 14     |
| Leaving the scene accidents   | 7      | 6      | 4      | 3      | 1      |
| <b>Alarms</b>                 |        |        |        |        |        |
| Business alarms               | 13     | 12     | 12     | 10     | 7      |
| Residential alarms            | 8      | 9      | 8      | 4      | 12     |
| Fire alarms                   | 5      | 2      | 0      | 1      | 2      |
| <b>Arrests</b>                |        |        |        |        |        |
| Felony arrests                | 3      | 5      | 5      | 9      | 6      |
| Misdemeanor arrests           | 11     | 16     | 13     | 29     | 12     |
| Other arrests                 | 1      | 5      | 1      | 2      | 0      |
| <b>Animal Control</b>         |        |        |        |        |        |
| Total Animal Control calls    | 91     | 142    | 62     | 47     | 50     |
| Animal Cruelty calls          | 0      | 0      | 0      | 0      | 1      |
| Canine Impounds               | 10     | 15     | 17     | 10     | 21     |
| Feline Impounds               | 5      | 18     | 13     | 23     | 0      |
| Citations issued              | 5      | 7      | 8      | 0      | 1      |
| Bite Cases                    | 2      | 1      | 1      | 2      | 1      |
| Dead animal calls             | 6      | 15     | 6      | 5      | 5      |
| Wildlife calls                | 10     | 6      | 16     | 8      | 13     |
| Rabies cases                  | 1      | 3      | 0      | 3      | 0      |
| Rabies cases positive         | 0      | 2      | 0      | 0      |        |

**TO:** Elgin City Council and City Manager

**RE:** Economic Development Corp. Monthly Report by Joe Newman

**Date:** Tuesday, October 20, 2015 council meeting

- I met with Matthew Giannini, acting director of the Economic Development Administration (EDA) to discuss possibilities of developing the EEDC's 80-acre site. He wasn't very optimistic. Said that the EDA's budget had been cutback to \$13 million and that it covered a 5-state area. Very competitive to get a matching grant to develop our site. He said we need an industry lined-up that could create at least 100 jobs. We also needed to be impoverished since you get extra points for cities 20% below the national average.
- The sales tax allocation for September was up 6.16% over last September and up 12.78% for the calendar year.
- Judge Pape asked me to serve on the County's Disaster Relief committee. We discussed several options regarding possible grants and the need for letters of support throughout the county.
- The Elgin EDC board met and awarded a \$25,000 Mega Grant for Ramzi Awad owner of Mexican Meat Market at 611 S. Main St. subject to city council approval of this budgeted item.
- The board approved a Preliminary Mega Grant of \$25,000 for Allan Tolbert for his 26 N. Main St. building next to Independence Title Co. The board also authorized a Preliminary Mega Grant of \$25,000 for Melissa Ladd for her 28 N. Main St. building and Eva Mae's Kitchen grant request for \$14,640 was approved. In the next few months we will see a dramatic transformation of several buildings, not just downtown, but EEDC also offered a grant to Morelia's Mexican Restaurant on Highway 290.
- The Austin Area Regional Economic Development Partnership met in Austin to discuss marketing plans and go over the prospects that have been generated over the past few months. Almost all industrial leads have required an existing building or shovel-ready (all utilities and roads in place) sites.
- I was asked to serve on the Regional ED Partner's **Certified Commercial Investment Members'** (CCIM) Showcase. This group of professional commercial real estate professionals will be holding their Annual Conference in Austin October 27-28 and this is was an opportune time to welcome the attendees and show-off our region's hospitality.
- Mayor Holm, Kerry Lacy, Gary Cooke and I met with a group of five developers/realtors to look at options to developing The Enclave at Elm Creek 60-acre site. (Just east of Elm Creek subdivision and west of County Line Road). They are in the feasibility period but seemed encouraged by our comments and expected growth projections. It will probably be a mixed-use development. Some retail, some offices and multi-family.
- Speaking of growth, the Census Bureau recently listed Bastrop County as the 23<sup>rd</sup>-fastest growing county in the nation! See: [http://www.bizjournals.com/austin/news/2015/09/17/austin-surrounding-counties-among-fastest-growing.html?ana=e\\_du\\_wknd&s=article\\_du&ed=2015-09-19&u=11291950104e4beb5bbbbee8b76cebf&t=1442670199](http://www.bizjournals.com/austin/news/2015/09/17/austin-surrounding-counties-among-fastest-growing.html?ana=e_du_wknd&s=article_du&ed=2015-09-19&u=11291950104e4beb5bbbbee8b76cebf&t=1442670199)

- Texas Municipal League (TML) regional meeting in Rockdale was attended by Kerry Lacy, Lucretia Alvarez and myself. Good fellowship and great food was enjoyed with other area cities.
- I met with State Comptroller Hagar and Representative Cyrier at a town hall meeting in Bastrop. They both talked about growth coming to Bastrop County and gave specific examples of sales tax and property value increases. Comptroller Hagar also said that his Unclaimed Funds Division is holding almost \$4 million in assets for county residents. To see if you have unclaimed money or valuables, see:  
<https://mycpa.cpa.state.tx.us/up/Search.jsp>
- Consultants hired by Bastrop County held a meeting in the Elgin Library to take input on the county's comprehensive plan. About 30 people attended the Visioning Workshop. The group learned population trends, anticipated road congestion and employment density to the year 2040.

If anyone needs specific information or hear unfounded rumors, please don't hesitate to contact me. Please let me know if I can be of any assistance whatsoever.

THANKS!

Joe Newman

Elgin Economic Development Corporation, Cell: 512-581-2332



Michael Gonzalez  
Parks and Recreation Program Manager  
[mgonzalez@ci.elgin.tx.us](mailto:mgonzalez@ci.elgin.tx.us) 512-285-6190



| August Parks Summary 2015 |                |
|---------------------------|----------------|
| Facility                  | Number of uses |
| Park/ Pavilion Rental     | 13             |
| Ball Field Rental         | 29             |
| Fleming Community Center  | 54             |
| Pool Rentals              | 4              |
| Pool gate                 | 439            |
| Water Aerobics            | 94             |
| Deposits                  | \$3,035.75     |

#### Projects/programs

**Pool operations:** the Pool is open and operating. So far we have only gotten great comments from the community. The lifeguards are back to lifeguarding and have put away our parks programming material. Water aerobics has a strong class each session and families seem to be enjoying pool on the weekends in great numbers as well.

**Park Employees Job Descriptions:** Looking forward to October the Department has put together job descriptions for new staff coming on board. These jobs will be advertised after the first of October.

**Parks operations:** We are continuing to work on a plan for new maintenance staff. In addition to mowing parks and clearing trash, we will be looking at improvement projects within the park system. We intend to have staff after some time trained in turf management for our sports fields, we will also have at least one certified pool operator to perform maintenance on our pool, and a certified playground safety inspector. We will be working to get these items in place after the department is fully staffed.

#### Goals for September 2015

- Review and score architect proposals for new recreations center
- Dedicate the Shenandoah Trail.
- Develop parks plan for parks employees.

## Monthly Reports August 2015

### Department 023 Water Treatment

|                                     |                           |
|-------------------------------------|---------------------------|
| Well # 10                           | 0 Gallons                 |
| Well # 11                           | 0 Gallons                 |
| Well # 14                           | 24,920,000 Gallons        |
| Well # 15                           | 17,710,000 Gallons        |
| Water loss due to leaks or flushing | 250,000 Gallons           |
| <b>Total Water Pumped</b>           | <b>42,580,000 Gallons</b> |

#### Chemicals Used

|          |            |
|----------|------------|
| Chlorine | 992 Pounds |
| Sequest  | 300 Pounds |

#### Distribution Samples

|                               |           |
|-------------------------------|-----------|
| Bacteriological Samples Taken | 11        |
| Average Chlorine Residual     | 1.65 mg/l |
| Violations                    | 0         |

### Department 024 Distribution

#### Line Repairs/New installations

|                                       |    |
|---------------------------------------|----|
| Main Line Breaks                      | 1  |
| Service Line Breaks                   | 12 |
| Miscellaneous Repairs/Complaint Calls | 10 |
| New Connections/Taps                  | 2  |
| Installation of New Water Main        | 0  |

### Department 026 Wastewater

#### Collections

#### Backups

|                       |   |
|-----------------------|---|
| Main Lines            | 1 |
| Service Lines         | 5 |
| After Hours Call-Outs | 5 |

#### Line Repairs/New Installations

|                                  |   |
|----------------------------------|---|
| Curb Side Cleanout Caps Replaced | 2 |
| Curb Side Cleanouts Installed    | 0 |
| Main Line Repairs                | 0 |
| New Main Line Installed          | 0 |
| New Taps Installed               | 1 |
| Lines TV'd                       | 0 |

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**Lift Station Maintenance/Repairs**

|                                          |         |
|------------------------------------------|---------|
| Hour Meter Reads/Daily Site Checks       | 9 Daily |
| Pumps Pulled                             | 0       |
| Pumps Installed                          | 0       |
| Pumps De-raged                           | 2       |
| Motors Pulled                            | 0       |
| Motors Installed                         | 0       |
| Electrical Issues (Repair/Replace Parts) | 0       |
| Floats Cleaned/Replaced                  | 8       |
| Grass/Weed Maintenance                   | 0       |
| After Hours Call Outs                    | 5       |

**Wastewater Treatment Plant****Maintenance/Repairs**

|                                   |   |
|-----------------------------------|---|
| Pumps Pulled                      | 1 |
| Pumps Installed                   | 1 |
| Motors Pulled                     | 1 |
| Motors Installed                  | 1 |
| Control System/Electrical Repairs | 3 |
| Cleaned Wet Well Floats           | 1 |
| Miscellaneous Repairs             | 8 |
| After Hours Call-Outs             | 0 |

**Chemicals Used**

|                          |       |
|--------------------------|-------|
| Alum/Gallons             | 4,000 |
| Bleach 10%/ Gallons      | 2,000 |
| Polymer/ 55 gallon drums | 2     |

**Monthly Plant Flows and Test Results**

|                           |                           |
|---------------------------|---------------------------|
| Minimum Daily Flow        | 468,700 Gallons           |
| Maximum Daily Flow        | 810,700 Gallons           |
| Average Daily Flow        | 617,500 Gallons           |
| <b>Total Monthly Flow</b> | <b>19,142,400 Gallons</b> |

|                                                       |          |
|-------------------------------------------------------|----------|
| Effluent DO (Dissolved Oxygen) Average                | 6.8      |
| Effluent Chlorine Residual Average                    | 1.74mg/l |
| Effluent pH Average                                   | 7.53     |
| Total Phosphorus Average                              | 0.186    |
| CBOD (Carbonaceous Biochemical Oxygen Demand) Average | 3.09     |
| TSS (Total Suspended Solids) Average                  | 2        |
| Ammonia/Nitrates Average                              | 0.8      |

**Remarks**





**COUNCIL MEETING:** October 20, 2015

**ITEM:** 1. Approval of minutes of the regular council meeting September 1, 2015.

**RESOURCE PERSON(S):** Kerry Lacy, City Manager  
Lucretia Alvarez, City Secretary

**SUMMARY:** Presented for review and approval are the minutes of the regular council meeting on September 1, 2015.

**RECOMMENDATION(S):** Approve the minutes of the regular council meeting on September 1, 2015.

**ATTACHMENT:** 1-Minutes of regular meeting September 1, 2015

**MINUTES  
ELGIN CITY COUNCIL  
REGULAR MEETING  
TUESDAY, SEPTEMBER 1, 2015, 7:00 PM  
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET**

**CALL TO ORDER**

Mayor Marc Holm called the meeting to order at 7:05 p.m. with all members present.

Marc Holm, Mayor  
Chris Cannon, Mayor Pro-Tem  
Keith Joesel, Council Member  
Sue Brashar, Council Member  
Edward Maldonado, Council Member  
Juan Gonzalez, Council Member  
Mary Penson, Council Member  
Jessica Bega, Council Member  
Craig Fromme, Council Member  
Kerry Lacy, City Manager  
Lucretia Alvarez, City Secretary

**INVOCATION**

Council Member Mary Penson gave the invocation.

**PUBLIC HEARING**

None

**PUBLIC COMMENT**

None

**PRESENTATIONS**

1. Presentation of Employee of the 3rd Quarter.  
Kerry Lacy, City Manager  
Sandy Ott, Employee Recognition Chair

Mayor Marc Holm and Sandy Ott presented the Employee of the Third Quarter to Sheri MacKillop, Economic Development Administrative Assistant and Receptionist.

2. Presentation of a Proclamation for 28th Annual Hogeye Festival.  
Kerry Lacy, City Manager  
Amy Miller, Community Development Director

Mayor Marc Holm and Amy Miller presented the proclamation for October as Hogeye Festival Month for the 28<sup>th</sup> Annual Hogeye Festival to the Hogeye Festival Co-chairs Renee Girling and Bob Haisler. Festival volunteers present included Gena Carter, Gwen Johnson, Tara Minor, Sandy Smith Lewis, and Mark Lewis.

## **REPORTS**

1. Departmental Monthly Reports for the month of July 2015.  
Kerry Lacy, City Manager

City Manager Kerry Lacy stated the reports are informational only.

## **CONSENT AGENDA**

Council Member Keith Joesel made a motion to approve the Consent Agenda as presented,  
Council Member Craig Fromme seconded, and motion approved unanimously.

1. Approval of minutes of the regular council meeting and public hearing on August 4, 2015.  
Kerry Lacy, City Manager  
Lucretia Alvarez, City Secretary
2. Approval of minutes of the special council meeting and public hearing on August 18, 2015.  
Kerry Lacy, City Manager  
Lucretia Alvarez, City Secretary
3. Approval of a request to close Depot Street from Main Street to Avenue C for the Homecoming Parade and Community Pep Rally on Wednesday, September 16 from 3:00 p.m. to 8:00 p.m.  
Kerry Lacy, City Manager  
Amy Miller, Community Development Director
4. Approval of a request to close Depot Street from Avenue C to Avenue B Thursday, October 22, Friday, October 23, Saturday, October 24, and Sunday, October 25 for the carnival at the 28th Annual Hogeye Festival.  
Kerry Lacy, City Manager  
Amy Miller, Community Development Director
5. Approval of a request to waive the open container ordinance for the 28th Annual Hogeye Festival sponsored by Elgin Main Street Board and the City of Elgin on Saturday, October 24 from 10:00 a.m. to 7:00 p.m. in the festival area: Loop 109 (Main Street) from Austin Street to Lexington, Central Avenue, Depot Street, 1st Street, 2nd Street and 3rd Street from the Union Pacific railroad tracks to Avenue A and for the Gordon Swenson Memorial BBQ Pork Cook-off on Friday, October 23 from 5:00 p.m. to 11:59 p.m. from Central Avenue and Depot Street and from Main Street to Avenue B.  
Kerry Lacy, City Manager  
Amy Miller, Community Development Director

## **UNFINISHED BUSINESS**

1. Discussion and action on continued proposed annexation plans with council providing direction to staff.  
Kerry Lacy, City Manager  
Gary N. Cooke, Planning and Development Director

Mayor Pro-Tem Chris Cannon made a motion to approve the Area 1 and Area 2 of the annexation plan as presented and staff is to move forward in completing this project before the end of the year, Council Member

Craig Fromme seconded, and motion approved unanimously.

## **NEW BUSINESS**

1. Discussion and action to consider a proposed ordinance amending FY 2014-2015 budget and adopting the operating budget for FY 2015-2016.

Kerry Lacy, City Manager

Buck LaQuey, Finance Director

Mayor Pro-Tem Chris Cannon made a motion to approve Ordinance 2015-09-01-27 amending FY 2014-2015 budget and adopting the operating budget for FY 2015-2016, Council Member Craig Fromme seconded, and motion approved unanimously.

### **ORDINANCE NO. 2015-09-01-27**

**AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, AMENDING THE FISCAL YEAR BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; APPROVING AND ADOPTING THE OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016; PROVIDING BUDGETARY APPROPRIATIONS FOR THE VARIOUS OPERATING FUNDS OF THE CITY; AUTHORIZING THE CITY MANAGER TO MAKE ADJUSTMENTS, AS NEEDED; RATIFYING PREVIOUS ADJUSTMENTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

2. Discussion and action to consider a proposed ordinance levying ad valorem taxes for use and support of the municipal government of the City of Elgin for the 2015-2016 Fiscal Year.

Kerry Lacy, City Manager

Buck LaQuey, Finance Director

Council Member Sue Brashar made a motion to approve Ordinance 2015-09-01-28 levying ad valorem taxes at the proposed tax rate of \$0.656916 for use and support of the municipal government of the City of Elgin for the 2015-2016 Fiscal Year as presented, Council Member Edward Maldonado seconded, and motion approved unanimously.

### **ORDINANCE NO. 2015-09-01-28**

**AN ORDINANCE LEVYING AD VALOREM TAXES FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF ELGIN, TEXAS FOR THE 2015-2016 FISCAL YEAR; PURPOSES; PROVIDING FOR A STATEMENT REQUIRED BY SECTION 26.05(B) OF PROPERTY TAX CODE; AND PROVIDING WHEN TAXES SHALL BECOME DELINQUENT IF NOT PAID.**

3. Discussion and action to consider a proposed ordinance to cancel the regular council meeting for October 6, 2015.

Kerry Lacy, City Manager

Chris Bratton, Chief of Police

Council Member Edward Maldonado made a motion to approve Ordinance 2015-09-01-26 to cancel the regular council meeting for October 6, 2015, Council Member Sue Brashar seconded, and motion approved unanimously.



**ORDINANCE NO. 2015-09-01-26**

**AN ORDINANCE CANCELING THE REGULAR SCHEDULED COUNCIL MEETING OF OCTOBER 6, 2015;  
PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

**EXECUTIVE SESSION**

None

**ANNOUNCEMENTS**

- Chris Bratton, Chief of Police, has been appointed by the governor of Texas to the Task Force for Improving Outcomes of Juveniles Adjudicated for Sexual Offenses.

**ADJOURNMENT**

Mayor Marc Holm adjourned the meeting at 7:33 p.m.

**APPROVED:**

\_\_\_\_\_  
MARC HOLM  
Mayor of Elgin, Texas

**ATTEST:**

\_\_\_\_\_  
LUCRETIA ALVAREZ  
City Secretary of Elgin, Texas



**COUNCIL MEETING:** October 20, 2015

**ITEM:** 2. Approval of a request to close Depot Street from Main Street to Avenue C, on Saturday October 31, 2015 from 5:00 pm- 8:00 pm for the 16th annual Safe Trick or Treat Trail.

**RESOURCE PERSON(S):** Kerry Lacy, City Manager  
Michael Gonzalez, Parks and Recreation Director

**SUMMARY:** The 16<sup>th</sup> annual Safe Trick or Treat Trail is a great event for families on Halloween night. The Trail includes several downtown businesses, First Baptist Church on Ave C along with all the different community organizations that set up in Veterans' Memorial Park. Participants can stroll Downtown and Veterans' Park trick or treating along the way. Closing Depot Street from Ave C to Main Street provides safe crossing for pedestrians during the event.

**RECOMMENDATION(S):** Approve request to close Depot Street from Main Street to Avenue C, on Saturday October 31, 2015 from 5:00 pm- 8:00 pm for the 16th annual Safe Trick or Treat Trail.

**ATTACHMENT:**



**COUNCIL MEETING:** October 20, 2015

**ITEM:** 3. Approval of an "Interlocal Agreement" between the City of Elgin and Bastrop County for the Recreation/Shelter Center project that utilizes Disaster Recovery Grant Program Project funds through Bastrop County and local funds provided by the City of Elgin.

**RESOURCE PERSON(S):** **Kerry Lacy, City Manager**

**SUMMARY:** **The attached Agreement is needed and necessary for the City and the County to share in the funding and use of this project as proposed.**

**RECOMMENDATION(S):** **Approve the Interlocal Agreement.**

**ATTACHMENT:** **1-Interlocal Agreement**

## **INTERLOCAL AGREEMENT**

### **Disaster Recovery Grant Program Project**

THE CITY OF ELGIN, TEXAS      §

THE COUNTY OF BASTROP, TEXAS      §

This Interlocal Agreement regarding the Disaster Recovery Grant Program Project (Agreement) is made and entered into effective this 20th day of October, 2015, by and between Bastrop County, Texas (County), and the City of Elgin, Texas both political subdivisions of the State of Texas acting by and through their respective governing bodies pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WHEREAS, the Bastrop County Complex Fire of 2011 was the worst wildfire in the history of Texas, and destroyed some 1688 structures, burned over 34,000 acres and claimed two lives, and

WHEREAS, Bastrop County and other responding agencies were tasked with evacuating thousands of people, thus creating the need to provide safe, healthy and comfortable shelters for many families, and

WHEREAS, it has been determined that the need for additional shelter capacity could be required to provide for the well-being of citizens in future, large scale disasters, and that the locations of such needed shelters is critical to emergency planning, and that adequate shelters are dependent upon qualified and willing jurisdictions to manage the facilities, and

WHEREAS, in response to the needs identified as a result of the Bastrop County Complex Fire of 2011, the County applied for and was granted a Disaster Recovery Grant by the Texas General Land Office (GLO, funded with federal funds through the U.S. Housing and Urban Development Administration (HUD); and

WHEREAS, the County was awarded \$1,590,000 for an Elgin Recreation Center and Shelter; and

WHEREAS, the Parties have concluded that it is in the best interests of the residents of Bastrop County and of the public generally for them to enter this agreement for additional sheltering capability within the City of Elgin with the funds granted to the County for this purpose; and

WHEREAS, the County and the City desire to enter into a more detailed agreement in which the City agrees to provide and operate for the benefit and upon demand of the County, the Elgin Recreation Center in accordance with all applicable local state and federal regulations for a period not to exceed thirty (30) consecutive calendar days unless extended by mutual written agreement of the Parties. The agreement, the adoption of which shall precede final acceptance and reimbursement of the Project, is to provide sheltering services shall include staffing requirements, reimbursement of costs, repairs and organizational specifics, and

WHEREAS, the City of Elgin will select an architect/engineer and a contractor(s) to perform construction of a new shelter within the City of Elgin following a competitive bid process and according to all applicable State of Texas contracting and procurement regulations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

## I. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

“Agreement” means this Intergovernmental Agreement between the County and the City of Elgin.

“County” means Bastrop County, Texas.

“City means the City of Elgin, Texas.

“Grant” means the Disaster Recovery grant awarded to the County by the Texas General Land Office (GLO) on 5/5/2015.

“Parties” means the County and City.

“Project” means the construction of the Elgin Recreation Center in accordance with drawing and specifications approved by the Texas General Land Office.

“Project Funds” means the \$1,590,000 granted to the County from the Disaster Recovery Grant Program.

## II. OBLIGATIONS OF THE COUNTY

- A. The County is responsible for acquiring, compiling, submitting and filing of documents, records, maps, vouchers and requests for payments necessary to perform services for completion of the Project in compliance with applicable law and the terms of the Grant set out by the GLO and HUD..
- B. The County may also use a third party grant administrator to administer the Project details in accordance with the Grant. The grant administrator will prepare a budget for each phase of the Project (*i.e.*, administration of the grant, architectural work, engineering, environmental analysis, and construction). The grant administration costs for performing these tasks and those outlined in A., above will not exceed 6% of the Grant Funds. The combined costs of all of the phases of the Project may not exceed the \$1,590,000 in Project Funds.
- C. The County will pay the grant administrator for all contracted services performed for completion of the Project and reimburse the City for costs paid to the architect/engineer and contractor(s) for project work performed. The City may request reimbursement from the County based upon approved payments made to the architect/engineer or contractor(s), no more frequently than monthly. The County agrees to

reimburse the City within thirty (30) days of receipt of an approved invoice. In no event will the money paid by the County for the construction of the Project exceed \$1,500,000.

- D. County will obtain, assemble and provide to the GLO, as the Responsible Entity for environmental compliance, necessary maps, consultations, studies, checklists and public notices sufficient for GLO/HUD environmental approval prior to receiving any grant funding.
- E. County will assign the Bastrop County Office of Emergency Management to prepare and negotiate the terms of a detailed shelter operations guide and agreement with the City. The adoption of the agreement shall precede final acceptance and reimbursement of the Project. The agreement must be approved by the County Judge.

### III. OBLIGATIONS OF CITY

- A. City is responsible for contracting with the architect/engineering firm and contractors that are to perform the Project work and will comply with all applicable procurement requirements of state and federal law and City policy in securing services for construction of the Project and that the contract(s) will be in compliance with all applicable GLO/HUD requirements including wage rates and employment practices.
- B. City is responsible for assisting the County in obtaining all necessary environmental and/or regulatory permits and approvals (state and federal) associated with the Project. City shall assure that all required environmental rules, regulations and mitigative measures are strictly followed throughout the project.
- C. City is entirely responsible for the oversight of all Project work and the initial payment of all costs associated with design, permitting, construction, inspection and monitoring of the Project. City will certify to the County that all work has been approved and acceptable by City when submitting for partial or full reimbursement requests. City will furnish to the County a certification of completion at the end of the project.

- D. City will provide the County with engineered drawings, designs and specifications for the Project.
- E. City acknowledges that the HUD and GLO have a right to monitor the Project and shall grant access to both of these entities, upon request, for inspection of the Project for such period of time as required by law during reasonable hours.
- F. Upon final completion and acceptance of construction of the Project by the County and approval by the GLO, City will assume responsibility for all maintenance and operational costs and for compliance with all Grant requirements applicable to the use and maintenance of the Project after completion of construction including compliance with GLO Program Revenue Reporting procedures and requirements.
- G. City will assume all obligation and responsibility for compliance with HUD rules and regulations and will reimburse the County for any de-obligation of funds caused by City's failure to comply with such requirements as may be determined by HUD compliance audit(s).
- H. City shall in good faith, prepare, negotiate and enter into a shelter guide and agreement with the County for the provision of shelter operations and services at the City's Recreation Center. The adoption of the agreement will precede the final acceptance and reimbursement of the Project.

#### IV. TERM AND TERMINATION

- A. This Agreement becomes effective as of the date first above written upon the final signature hereto. The term of the Agreement shall commence on the effective date and shall continue until the date of Project acceptance by the Parties and full reimbursement to the City. Once the County makes any distribution of Grant Funds for the Project, this Agreement may not be terminated by either Party unless such previously expended funds are returned to the County by the City.

#### V. GENERAL PROVISIONS



- A. The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the County and City have authorized and approved this Agreement by resolution or order adopted by their respective governing bodies, and that this Agreement will be in full force and effect when approved by all Parties.
- B. Prior to taking any action to enforce or to terminate this Agreement, the Party seeking to enforce or terminate shall give at least sixty (60) days prior written notice to the other Party of the claimed violation of the Agreement so that the noticed Party may have thirty (30) days to cure the problem prior to any legal action being taken.
- C. This Agreement is without regard to any and all prior written contracts or agreements between the County and the City regarding any other subject or matter and does not modify, amend, ratify, confirm, or renew any such other prior contract or agreement between the Parties.
- D. This Agreement merges the prior negotiations and understanding of the Parties and embodies the entire Agreement of the Parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants herein and subject matter hereof whether written or verbal, antecedent or contemporaneous, with the execution hereof.
- E. Nothing in this Agreement may be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument hereafter executed by both Parties. The County shall not be obligated to fund any additional monies other than as stated herein. All payments will be made from current revenues available to the paying party.
- F. Nothing in this Agreement may be deemed to waive, modify or amend any legal defense available at law or in equity to any of the Parties nor to create any legal rights or claim on behalf of any third party. No

Party hereto relinquishes, waives, modifies, or alters to any extent whatsoever an immunity or defense under the laws of the State of Texas and of the United States on behalf of itself, its trustees, directors, commissioners, officers, employees, and/or agents as a result of this execution of the Agreement and performance of the covenants contained herein.

- G. This Agreement may not be amended or modified except in writing executed by each of the Parties.
- H. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. Provided however, in the event any term, covenant, or condition shall be held invalid and affects in any manner the limitations on the County's or the City's contributions or participation, then neither the County nor City shall have any liability for any incremental or other payments as may otherwise be provided for in this Agreement.
- I. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3<sup>rd</sup>) day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other Party at the address set out below or at such other address as the receiving Party may have theretofore prescribed by notice to the sending Party.
- J. The initial address of the Parties, which any Party may change by giving written notice of its changed address to the other Party, are as follows:

Bastrop County

Paul Pape  
County Judge  
804 Pecan Street  
Bastrop, Texas 78602

City of Elgin, Texas

Marc Holm  
Mayor  
310 N Main Street  
Elgin, TX 78621

- K. Failure of any Party to insist on the strict performance of any of the provisions of this Agreement or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligations hereunder or to exercise any other right or remedy occurring as a result of any future default or failure of performance.
- L. Neither Party may assign this Agreement at law or otherwise without the prior written consent of the other Party. Neither Party may delegate any portion of its performance under this Agreement without the prior written consent of the other Party.
- M. This Agreement shall bind and benefit the Parties and their legal successors. This Agreement does not create any personal liability on the part of any officer, agent, or employee of either Party.
- N. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

In witness whereof, The COUNTY and the CITY have made and have executed this Agreement in multiple copies, each of which is an original.

BASTROP COUNTY

---

Paul Pape, Bastrop County Judge

---

Date

ATTEST:

---

Bastrop County Clerk

CITY OF ELGIN, TEXAS

---

Marc Holm, Mayor

---

Date

ATTEST:

---

Lucretia Alvarez  
City Secretary



**COUNCIL MEETING:** October 20, 2015

**ITEM:** 1. Discussion and action to consider the proposed 2015 involuntary annexation public hearings November 24 and December 1, 2015, and directing the Planning and Development Department to prepare a service plan that provides for extension of full municipal services to the area to be annexed.

**RESOURCE PERSON(S):** **Kerry Lacy, City Manager**  
**Gary N. Cooke, Planning and Development Director**

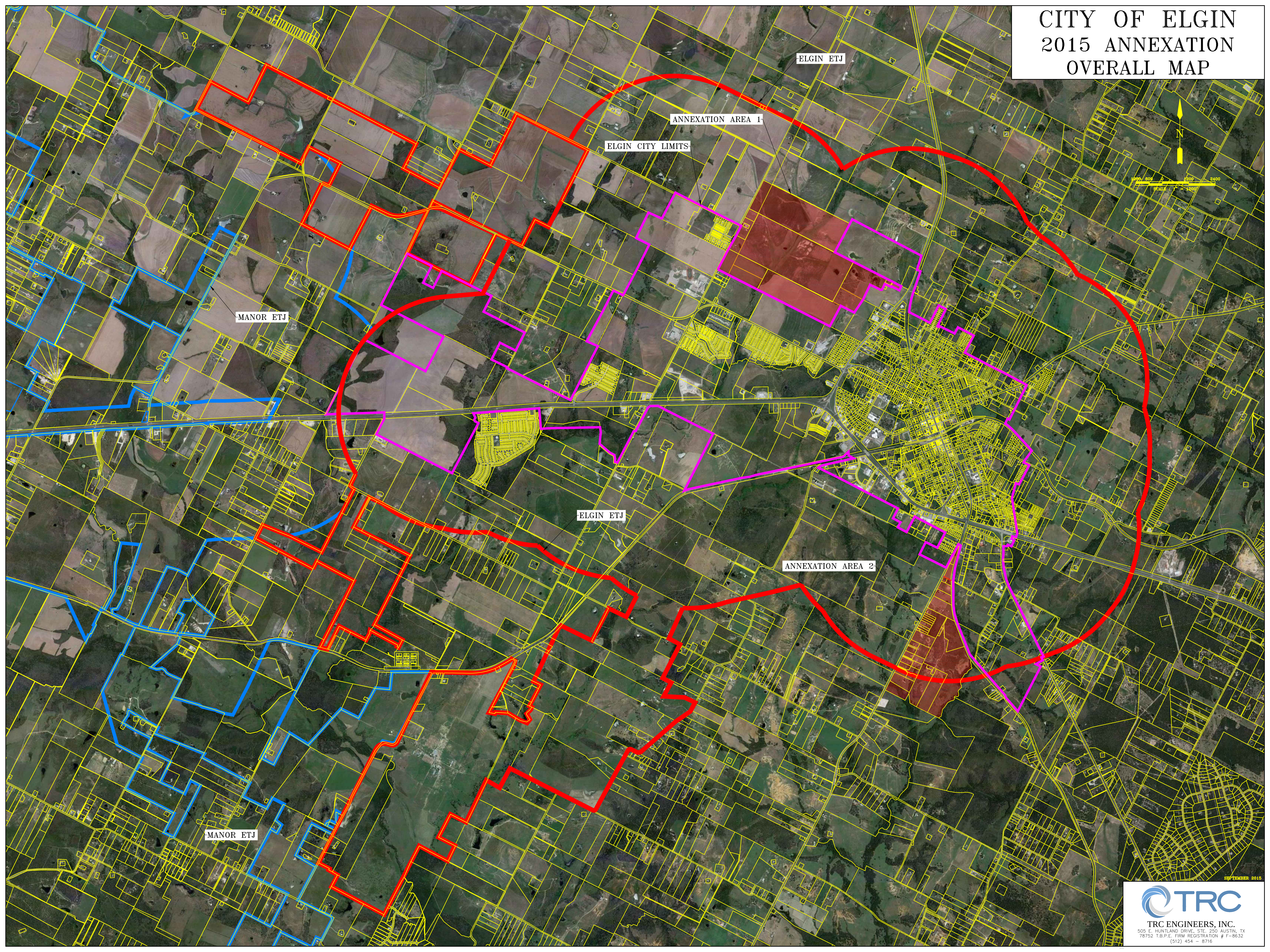
**SUMMARY:** **Approve two (2) public hearings for November 24 and December 1, 2015 involuntary annexation to extend the City limits, Extra Territorial Jurisdiction, and direct the Planning and Development Department to prepare a service plan that provides for extension of full municipal services to the area to be annexed.**

**RECOMMENDATION(S):** **Approval of item.**

**ATTACHMENT:** **1-Overall Map**  
**2-Area 1 Service Plan**  
**3-Area 2 Service Plan**



# CITY OF ELGIN 2015 ANNEXATION OVERALL MAP





# CITY OF ELGIN AREA 1

## ANNEXATION

|         |        |            |
|---------|--------|------------|
| 1.      | 358780 | 147.32 AC. |
| 2.      | 358787 | 4.74 AC.   |
| 3.      | 358755 | 1.00 AC.   |
| 4.      | 358756 | 9.00 AC.   |
| 5.      | 358752 | 234.22 AC. |
| 6.      | R57003 | 42.16 AC.  |
| 7.      | R62896 | 66.94 AC.  |
| 8.      | R15519 | 33.70 AC.  |
| 9.      | 358761 | 12.43 AC.  |
| 10.     | R15672 | 18.64 AC.  |
| 11.     | R69715 | 18.64 AC.  |
| 12.     | R97094 | 92.00 AC.  |
| TOTAL = |        | 680.79 AC. |

## LEGEND:



ELGIN CITY LIMITS

800 400 0 400 800  
SCALE : 1" = 400'  
SEPTEMBER 2015



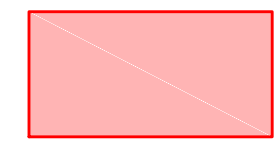
TRC ENGINEERS, INC.  
505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX  
78752 T.B.P.E. FIRM REGISTRATION # F-8632  
(512) 454 - 8716



# CITY OF ELGIN

## AREA 2

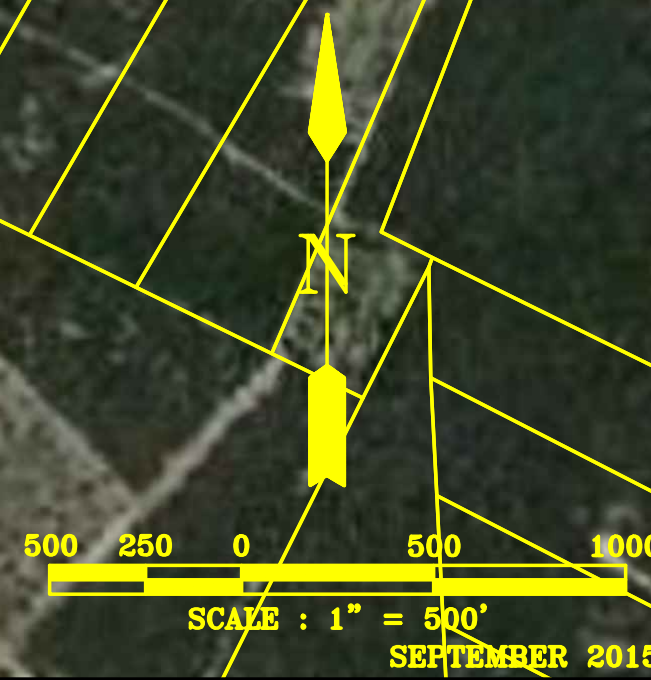
### LEGEND:



ANNEXATION

ELGIN CITY LIMITS

| ANNEXATION |         |            |
|------------|---------|------------|
| 1.         | R13137  | 2.00 AC.   |
| 2.         | R13053  | 3.39 AC.   |
| 3.         | R53885  | 1.00 AC.   |
| 4.         | R64362  | 1.22 AC.   |
| 5.         | R69115  | 5.45 AC.   |
| 6.         | R56717  | 7.00 AC.   |
| 7.         | R12957  | 15.15 AC.  |
| 8.         | R14461  | 13.57 AC.  |
| 9.         | R120407 | 20.00 AC.  |
| 10.        | R14602  | 1.23 AC.   |
| 11.        | R14599  | 1.23 AC.   |
| 12.        | R14605  | 1.23 AC.   |
| 13.        | R14437  | 1.23 AC.   |
| 14.        | R14455  | 2.46 AC.   |
| 15.        | R14632  | 1.23 AC.   |
| 16.        | R14641  | 1.23 AC.   |
| 17.        | R81929  | 0.92 AC.   |
| 18.        | R14566  | 0.32 AC.   |
| 19.        | R14494  | 1.00 AC.   |
| 20.        | R14620  | 11.10 AC.  |
| 21.        | R14464  | 89.60 AC.  |
| 22.        | R88081  | 2.48 AC.   |
| 23.        | R88082  | 7.23 AC.   |
| 24.        | R88083  | 2.48 AC.   |
| 25.        | R88085  | 2.48 AC.   |
| 26.        | R88086  | 3.61 AC.   |
| 27.        | R88088  | 3.12 AC.   |
| 28.        | R88087  | 3.05 AC.   |
| 29.        | R77764  | 1.00 AC.   |
| 30.        | R14557  | 1.00 AC.   |
| 31.        | R77765  | 25.18 AC.  |
| 32.        | R14560  | 24.18 AC.  |
| 33.        | R88089  | 3.43 AC.   |
| 34.        | R108609 | 2.68 AC.   |
| 35.        | R88091  | 3.32 AC.   |
| 36.        | R14491  | 3.30 AC.   |
| 37.        | R72258  | 11.47 AC.  |
| 38.        | R77690  | 10.44 AC.  |
| 39.        | ROW     | 0.35 AC.   |
| TOTAL =    |         | 292.36 AC. |



TRC ENGINEERS, INC.  
505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX  
78752 T.B.P.E. FIRM REGISTRATION # F-8632  
(512) 454 - 8716



## **SECTION 1A – 147.32 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7th, 2015                                                                                                                                                                   |
| Annexation Area:                             | 147.32 Acres out of the Thomas Christian survey, abstract 20 in Bastrop and Travis counties, Texas.                                                                                 |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | An existing 12” sewer main is on the East side of the right of way of County Line Road.                                                                                             |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | There are none.                                                                                                                                                                     |

## **SECTION 1B – 4.74 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7th, 2015                                                                                                                                                                   |
| Annexation Area:                             | 4.74 Acres out of the Thomas Christian survey, abstract 20 in Bastrop and Travis counties, Texas.                                                                                   |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | An existing 12” sewer main is on the East side of the right of way of County Line Road.                                                                                             |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | There are none.                                                                                                                                                                     |



## **SECTION 1C – 1.00 Acre**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7th, 2015                                                                                                                                                                   |
| Annexation Area:                             | 1.00 Acre out of the Thomas Christian survey, abstract 20 in Bastrop and Travis counties, Texas.                                                                                    |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | An existing 12” sewer main is on the East side of the right of way of County Line Road.                                                                                             |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | There are none.                                                                                                                                                                     |

## **SECTION 1D – 9.00 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7th, 2015                                                                                                                                                                   |
| Annexation Area:                             | 9.00 Acres out of the Thomas Christian survey, abstract 20 in Bastrop and Travis counties, Texas.                                                                                   |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | An existing 12” sewer main is on the East side of the right of way of County Line Road.                                                                                             |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | There are none.                                                                                                                                                                     |



## **SECTION 1E – 234.22 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7th, 2015                                                                                                                                                                   |
| Annexation Area:                             | 234.22 Acres out of the Thomas Christian survey, abstract 20 in Bastrop and Travis counties, Texas.                                                                                 |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | An existing 12” sewer main is on the East side of the right of way of County Line Road.                                                                                             |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | There are none.                                                                                                                                                                     |

## **SECTION 1F – 42.16 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | 42.16 Acres out of the Thomas Christian survey, abstract 20 in Bastrop county, Texas.                                                                                               |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | An existing 8” sewer main is on the west side of the right of way of US 95.                                                                                                         |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | There are none.                                                                                                                                                                     |



## **SECTION 1G – 66.94 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | 66.94 Acres out of the Thomas Christian survey, in Bastrop county, Texas.                                                                                                           |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | An existing 6” & 8” sewer main is on the west side of the right of way of US 95.                                                                                                    |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | There are none.                                                                                                                                                                     |

## **SECTION 1H – 33.70 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | 33.70 Acres out of the Thomas Christian survey, abstract 20 in Bastrop county, Texas.                                                                                               |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | An existing 8” sewer main is on the west side of the right of way of US 95.                                                                                                         |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | There are none.                                                                                                                                                                     |



## **SECTION 11 – 12.43 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | 12.43 Acres out of the Thomas Christian survey number 26, in Travis and Bastrop county, Texas.                                                                                      |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | An existing 12” sewer main is on the east side of the right of way of County Line Road.                                                                                             |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | There are none.                                                                                                                                                                     |

## **SECTION 1J – 18.64 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | April 20 <sup>th</sup> , 2015                                                                                                                                                       |
| Annexation Area:                             | 18.64 Acres out of the Thomas Christian survey Number 26, in Travis and Bastrop county, Texas.                                                                                      |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | An existing 12” sewer main is on the east side of the right of way of County Line Road.                                                                                             |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | There are none.                                                                                                                                                                     |



## **SECTION 1K – 18.64 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | 18.64 Acres out of the Thomas Christian survey Number 26, in Travis and Bastrop county, Texas.                                                                                      |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | An existing 12” sewer main is on the east side of the right of way of County Line Road.                                                                                             |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | There are none.                                                                                                                                                                     |

## **SECTION 1L – 92.00 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | 92.00 Acres out of the Thomas Christian survey Number 20, in Travis and Bastrop county, Texas.                                                                                      |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | An existing 12” sewer main is on the east side of the right of way of County Line Road.                                                                                             |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | There are none.                                                                                                                                                                     |



## **SECTION 2A – 2.00 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | 2.00 Acres out of the Thomas Garretson survey, abstract 178 in Bastrop county, Texas.                                                                                               |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |



## **SECTION 2B – 3.39 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | 3.39 Acres out of the Thomas Garretson survey, abstract 178 in Bastrop county, Texas.                                                                                               |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |



## **SECTION 2C – 1.00 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | 1.00 Acres out of the Thomas Garretson survey, abstract 178 in Bastrop county, Texas.                                                                                               |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |

## **SECTION 2D – 1.22 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | 1.22 Acres out of the Thomas Garretson survey, abstract 178 in Bastrop county, Texas.                                                                                               |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |



## **SECTION 2E – 5.45 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | 5.45 Acres out of the Thomas Garretson survey, abstract 178 in Bastrop county, Texas.                                                                                               |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |

## **SECTION 2F – 7.00 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | 7.00 Acres out of the Thomas Garretson survey, abstract 178 in Bastrop county, Texas.                                                                                               |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |



## **SECTION 2G – 15.15 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | 15.15 Acres out of the Thomas Garretson survey, abstract 178 in Bastrop county, Texas.                                                                                              |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |

## **SECTION 2H – 13.57 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | 13.57 Acres out of the Richard Young survey, abstract 373 in Bastrop county, Texas.                                                                                                 |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |



## **SECTION 2I – 20.00 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | 20.00 Acres out of the Richard Young survey, abstract 373 in Bastrop county, Texas.                                                                                                 |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |

## **SECTION 2J – 1.23 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | 1.23 Acres out of the Richard Young survey, abstract 373 in Bastrop county, Texas.                                                                                                  |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |



## **SECTION 2K – 1.23 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | 1.23 Acres out of the Richard Young survey, abstract 373 in Bastrop county, Texas.                                                                                                  |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |

## **SECTION 2L – 1.23 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | 1.23 Acres out of the Richard Young survey, abstract 373 in Bastrop county, Texas.                                                                                                  |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |



## **SECTION 2M – 1.23 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | 1.23 Acres out of the Richard Young survey, abstract 373 in Bastrop county, Texas.                                                                                                  |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |

## **SECTION 2N – 2.46 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | 2.46 Acres out of the Richard Young survey, abstract 373 in Bastrop county, Texas.                                                                                                  |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |



## **SECTION 20 – 1.23 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | 1.23 Acres out of the Richard Young survey, abstract 373 in Bastrop county, Texas.                                                                                                  |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |

## **SECTION 2P – 1.23 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | 1.23 Acres out of the Richard Young survey, abstract 373 in Bastrop county, Texas.                                                                                                  |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |



## **SECTION 2Q – 0.92 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | Lot 2, Servantez, a Subdivision in Bastrop county, Texas.                                                                                                                           |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | An existing 8” sewer main is on the west side of the right of way of US 95.                                                                                                         |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |

## **SECTION 2R – 0.32 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | Lot 1, Servantez, a Subdivision in Bastrop county, Texas.                                                                                                                           |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | An existing 8" sewer main is on the west side of the right of way of US 95.                                                                                                         |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |



## **SECTION 2S – 1.00 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | 1.00 Acres out of the Richard Young survey, abstract 373 in Bastrop county, Texas.                                                                                                  |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |

## **SECTION 2T – 11.10 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | 11.20 Acres out of the Henry Martin survey, abstract 178 in Bastrop county, Texas.                                                                                                  |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |



## **SECTION 2U – 89.60 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | 89.60 Acres out of the Richard Young survey, abstract 373 in Bastrop county, Texas.                                                                                                 |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |

## **SECTION 2V – 2.48 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | Lot 1, Meadow Glenn, a Subdivision in Bastrop county, Texas.                                                                                                                        |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |

## **SECTION 2W – 7.23 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | Lot 2 and 4, Meadow Glenn, a Subdivision in Bastrop county, Texas.                                                                                                                  |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |



## **SECTION 2X – 2.48 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | Lot 3, Meadow Glenn, a Subdivision in Bastrop county, Texas.                                                                                                                        |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |

## **SECTION 2Y – 2.48 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | Lot 5, Meadow Glenn, a Subdivision in Bastrop county, Texas.                                                                                                                        |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |

## **SECTION 2Z – 3.61 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | Lot 6, Meadow Glenn, a Subdivision in Bastrop county, Texas.                                                                                                                        |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |



## **SECTION 2AA – 3.12 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | Lot 8, Meadow Glenn, a Subdivision in Bastrop county, Texas.                                                                                                                        |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |

## **SECTION 2AB – 3.05 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | Lot 7, Meadow Glenn, a Subdivision in Bastrop county, Texas.                                                                                                                        |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |

## **SECTION 2AC – 1.00 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | 1.00 Acres out of the Richard Young survey, abstract No. 373 in Bastrop county, Texas.                                                                                              |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |



## **SECTION 2AD – 1.00 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | 1.00 Acre out of the Richard Young survey, abstract 373 in Bastrop county, Texas.                                                                                                   |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |

## **SECTION 2AE – 25.18 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | 25.18 Acres out of the Richard Young survey, abstract 373 in Bastrop county, Texas.                                                                                                 |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |

## **SECTION 2AF – 24.18 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | 24.18 Acres out of the Richard Young survey, abstract 373 in Bastrop county, Texas.                                                                                                 |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |



## **SECTION 2AG – 3.43 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | Lot 10, Meadow Glenn, a Subdivision in Bastrop county, Texas.                                                                                                                       |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |

## **SECTION 2AH – 2.68 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | Lot 9, Meadow Glenn, a Subdivision in Bastrop county, Texas.                                                                                                                        |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |

## **SECTION 2AI – 3.32 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | Lot 11, Meadow Glenn, a Subdivision in Bastrop county, Texas.                                                                                                                       |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |



## **SECTION 2AJ – 3.30 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | Lot 12, Meadow Glenn, a Subdivision in Bastrop county, Texas.                                                                                                                       |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |

## **SECTION 2AK – 11.47 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | 11.47 Acres out of the Richard Young survey, abstract No. 373 in Bastrop county, Texas.                                                                                             |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |

## **SECTION 2AL – 10.44 Acres**

### **PROVISION OF SERVICES PLAN**

|                                              |                                                                                                                                                                                     |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                        | October 7 <sup>th</sup> , 2015                                                                                                                                                      |
| Annexation Area:                             | 10.44 Acres out of the Richard Young survey, abstract 373 in Bastrop county, Texas.                                                                                                 |
| Provision of Service:                        | The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule: |
| 1. Water Service                             | Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.                                                    |
| 2. Sewer Service                             | There are none.                                                                                                                                                                     |
| 3. Fire Protection                           | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 4. Police Protection                         | Provided immediately upon annexation. No additional staff or equipment will be required at this time.                                                                               |
| 5. Maintenance of Existing Public Facilities | There are none.                                                                                                                                                                     |
| 6. Solid Waste                               | Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.                                                            |
| 7. Capital Improvements Required             | Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via Highway 95.                                                                           |





**COUNCIL MEETING:** October 20, 2015

**ITEM:** 2. Discussion and action to consider an ordinance amending the contributions to Texas Municipal Retirement System.

**RESOURCE PERSON(S):** Kerry Lacy, City Manager  
Sidney LaQuey, Finance Director

**SUMMARY:** An amendment is needed to the City Ordinance authorizing the City to pay the City's portion of 14 % to TMRS and to deduct the employee's portion of 7% from the employee's paychecks.

**RECOMMENDATION(S):** It is recommended to approve the City Ordinance.

**ATTACHMENT:** 1-Ordinance 2015-10-20-29 amending TMRS

**ORDINANCE No. 2015-10-20-29**  
**TEXAS MUNICIPAL RETIREMENT SYSTEM**

**AN ORDINANCE AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, "UPDATED SERVICE CREDITS" IN SAID SYSTEM ON AN ANNUAL BASIS FOR SERVICE PERFORMED BY QUALIFYING MEMBERS OF SUCH SYSTEM WHO AT THE EFFECTIVE DATE OF THE ALLOWANCE ARE IN THE EMPLOYMENT OF THE CITY OF ELGIN; PROVIDING FOR INCREASED PRIOR AND CURRENT SERVICE ANNUITIES FOR RETIREES AND BENEFICIARIES OF DECEASED RETIREES OF THE CITY; TO INCREASE THE RATE OF DEPOSITS TO THE TEXAS MUNICIPAL RETIREMENT SYSTEM BY THE EMPLOYEES OF THE CITY; ELECTING FOR THE CITY TO MAKE CURRENT SERVICE AND PRIOR SERVICE CONTRIBUTIONS TO THE CITY'S ACCOUNT IN THE BENEFIT ACCUMULATION FUND OF THE TEXAS MUNICIPAL RETIREMENT SYSTEM AT THE ACTUARIALLY DETERMINED RATE OF TOTAL EMPLOYEE COMPENSATION; AND ESTABLISHING AN EFFECTIVE DATE FOR THE ORDINANCE.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS:**

**Section 1. Authorization of Updated Service Credits.**

(a) On the terms and conditions set out in Sections 853.401 through 853.404 of Subtitle G of Title 8, Government Code, as amended (hereinafter referred to as the "TMRS ACT"), each member of the Texas Municipal Retirement System (hereinafter referred to as the "System") who has current service credit or prior service credit in the System in force and effect on the 1st day of January of the calendar year preceding such allowance, by reason of service in the employment of the City, and on such date had at least 36 months of credited service with the System, shall be and is hereby allowed "Updated Service Credit" (as that term is defined in subsection (d) of Section 853.402 of the TMRS Act).

(b) On the terms and conditions set out in Section 853.601 of the TMRS Act, any member of the System who is eligible for Updated Service Credits on the basis of service with this City, who has unforfeited credit for prior service and/or current service with another participating municipality or municipalities by reason of previous service, and was a contributing member on the 1st day of January of the calendar year preceding such allowance, shall be credited with Updated Service Credits pursuant to, calculated in accordance with, and subject to adjustment as set forth in said Section 853.601, both as to the initial grant hereunder and all future grants under this ordinance.

(c) The Updated Service Credit hereby allowed and provided for shall be **100%** of the "base Updated Service Credit" of the member (calculated as provided in subsection (c) of Section 853.402 of the TMRS Act).

(d) Each Updated Service Credit allowed hereunder shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(e) In accordance with the provisions of subsection (d) of Section 853.401 of the TMRS Act, the deposits required to be made to the System by employees of the several participating departments on account of current service shall be calculated from and after the effective date of this ordinance on the full amount of such person's compensation as an employee of the City.

## **Section 2. Increase in Retirement Annuities.**

(a) On terms and conditions set out in Section 854.203 of the TMRS Act, the City hereby elects to allow and to provide for payment of the increases below stated in monthly benefits payable by the System to retired employees and to beneficiaries of deceased employees of the City under current service annuities and prior service annuities arising from service by such employees to the City. An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of the annuity increase under this Section is computed as the sum of the prior service and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by **70%** of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately preceding the effective date of the person's retirement to the December that is 13 months before the effective date of this Section.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation hereunder does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed hereunder.

(e) The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of the City and of its account in the benefit accumulation fund of the System.

**Section 3. Dates of Allowances and Increases.** The initial allowance of Updated Service Credit and Increase in Retirement Annuities hereunder shall be effective on **January 1, 2016**, subject to approval by the Board of Trustees of the System. An allowance of Updated Service Credits and an increase in retirement annuities shall be made hereunder on January 1 of each subsequent year until this ordinance ceases to be in effect under subsection (e) of Section 853.404 of the TMRS Act, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in subsection (d) of Section 853.404 of the TMRS Act.

**BE IT FURTHER ORDAINED:**



**Increased Deposit Rate:** All employees of the City, who are members of the Texas Municipal Retirement System, shall make deposits to the System at the rate of **7%** of their individual earnings effective **1st day of January, 2015**.

**BE IT FURTHER ORDAINED:**

**Maximum Rate Limitation:** Pursuant to Section 855.407(g) of the TMRS Act, the City hereby elects to make future normal and prior service contributions to its account in the benefit accumulation fund of the System at such combined rate of the total compensation paid by the City to employees who are members of the System, as the System's actuary shall annually determine as the rate necessary to fund, within the amortization period determined as applicable to the City under the TMRS Act, the costs of all benefits which are or may become chargeable to or are to be paid out of the City's account in said accumulation fund, regardless of other provisions of the TMRS Act limiting the combined rate of City contributions.

**Effective Date.** Subject to approval by the Board of Trustees of the System, this ordinance shall be and become effective on the **1st day of January 2016**.

Passed and approved this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Lucretia Alvarez, City Secretary

\_\_\_\_\_  
Marc Holm, Mayor



**COUNCIL MEETING:** October 20, 2015

**ITEM:** 3. Discussion and action to consider an ordinance amending the consumption tier rates for the water and wastewater.

**RESOURCE PERSON(S):** Kerry Lacy, City Manager  
Sidney LaQuey, Finance Director  
Dodie Hudson, Utility Billing Supervisor

**SUMMARY:** During the budget process, Council Member Keith Joesel requested the council to consider a monthly water tier rate and sewer rate increase to be amended at a 3% increase. Now after passing the new budget, an amendment by ordinance is required for the City Code of Ordinances, amending the tier rate fees for water and wastewater.

**RECOMMENDATION(S):** It is recommended to approve the City Ordinance.

**ATTACHMENT:** 1-Ordinance amending water & wastewater rates & including attachments A & B

**ORDINANCE NO. 2015-10-20-30**

**AN ORDINANCE AMENDING CHAPTER 42, SECTION 42-40, AND SECTION 42-159, CODE OF ORDINANCES (2013 EDITION), CITY OF ELGIN, TEXAS, REGARDING MONTHLY WATER RATES AND MONTHLY SEWER RATES; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS:**

**I.**

That Chapter 42, Section 42-40, Subsection (1), Monthly water rates for the water consumption rates, Code of Ordinances, City of Elgin, Texas, is hereby amended in the records on file in the city secretary's office, and attached as Exhibit A.

**II.**

That Chapter 42, Section 42-159, Subsection (a), Monthly sewer rates, Code of Ordinances, City of Elgin, Texas, is hereby amended in the records on file in the city secretary's office, and attached as Exhibit B.

**III.**

- A.** All fee schedules are on file at the city secretary's office.
- B.** All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.
- C.** The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.
- D.** The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act,



Chapter 551, Texas Government Code, as amended.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED, and ADOPTED on first reading this 20th day of October, 2015.

APPROVED:

---

MARC HOLM, Mayor

ATTEST:

---

LUCRETIA ALVAREZ, City Secretary

EXHIBIT A

That Chapter 42, Section 42-40, Subsection (1), Monthly water rates for the water consumption rates, Code of Ordinances, City of Elgin, Texas, is hereby amended in the records on file in the city secretary's office, to read as follows:

Monthly water rates for use of city water shall be established as follows:

- (1) Residential and Commercial Rates Inside city Limits. Minimum charge for the first 2,000 gallons, or fraction thereof used:

| Meter Size | Rate     |
|------------|----------|
| 3/4"       | \$29.00  |
| 1"         | \$49.50  |
| 1 ½"       | \$83.25  |
| 2"         | \$124.00 |
| 3"         | \$219.00 |
| 4"         | \$350.00 |

Plus the following charges for each 1,000 gallons metered water consumption over 2,000 gallons.

| Consumption             | Rate                            |
|-------------------------|---------------------------------|
| 2,001 to 4,000 gallons  | <del>\$3.25</del> <b>\$3.34</b> |
| 4,001 to 8,000 gallons  | <del>\$3.30</del> <b>\$3.39</b> |
| 8,001 to 12,000 gallons | <del>\$3.45</del> <b>\$3.55</b> |
| 12,001 gallons or more  | <del>\$3.60</del> <b>\$3.70</b> |

## **EXHIBIT B**

That Chapter 42, Section 42-159, Subsection (a), Monthly sewer rates, Code of Ordinances, City of Elgin, Texas, is hereby amended in the records on file in the city secretary's office, to read as follows:

(a) All users of municipal sewer facilities shall be charged a minimum of \$26.00, plus a charge of ~~\$3.25~~ **\$3.34** per month for each 1,000 gallons of metered water consumption over 2,000 gallons.





**COUNCIL MEETING:** October 20, 2015

**ITEM:** 1. Discussion and action to consider an ordinance regarding a proposed zoning change request from Jeff Wilson for Elgin New Life Baptist Fellowship, the owners of the property located at 509 W Alamo Street, A18 Jonathan Burleson, Tract 1 & 2, Acres 2.670, City of Elgin, Bastrop County, Texas from R-2 Single Family and Duplex to C-2 General Commercial District.

**RESOURCE PERSON(S):** Kerry Lacy, City Manager  
Gary N. Cooke, Planning and Development Director

**SUMMARY:** Zoning Change request made by Jeff Wilson for Elgin New Life Baptist Fellowship, the owners of the property located at 509 W Alamo Street, A18 Jonathan Burleson, Tract 1 & 2, Acres 2.670, City of Elgin, Bastrop County, Texas from R-2 Single Family and Duplex to C-2 General Commercial District.

**RECOMMENDATION(S):** The Planning and Zoning Commission recommends the approval of an Ordinance for zoning change request from Jeff Wilson for Elgin New Life Baptist Fellowship, the owners of the property located at 509 W Alamo Street from R-2 Single Family and Duplex to C-2 General Commercial District.

**ATTACHMENT:** 1-Ordinance 2015-10-20-32 zoning  
2-Exhibit A zoning

**ORDINANCE NO. 2015-10-20-32**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, CODE OF ORDINANCES, CITY OF ELGIN, TEXAS AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE PROPERTY BEING IN THE JONATHAN BURLESON A 18 SURVEY, TRACT 1 & 2, ACRES 2.670 CITY OF ELGIN, BASTROP COUNTY, TEXAS FROM R-2 SINGLE FAMILY AND DUPLEX TO C-2 GENERAL COMMERCIAL DISTRICT.**

**WHEREAS**, an application has been made to the City Council of the City of Elgin, Texas to amend the Official Zoning Map to rezone the property described in Exhibit “A” attached hereto and incorporated herein, from R-2 Single Family and Duplex to C-2 General Commercial District, and

**WHEREAS**, the City Council has submitted the request change in the Official Zoning Map to the Planning and Zoning Commission for its recommendation and report, and

**WHEREAS**, the Planning and Zoning Commission held a public hearing concerning the requested change on the September 28, 2015, following lawful publication of the notice of said public hearing, and

**WHEREAS**, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the zoning classification of the property described in Exhibit “A” be changed from R-2 Single Family and Duplex to C-2 General Commercial District.

**WHEREAS**, on the 20<sup>th</sup> day of October, 2015, after proper notification, the City Council held a public hearing on the requested amendment, and

**WHEREAS**, the City Council has determined that substantial changes in conditions have occurred which justify the zoning classification change provided for herein, and

**WHEREAS**, the City Council determines that the zoning provided for herein promotes the health, safety, morals, and protects and preserves the general welfare of the community, and

**WHEREAS**, each and every requirement set forth in Chapter 211, Sub-Chapter A, Texas Local Government Code, and Chapter 46, Section 46-3, City of Elgin, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now Therefore

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ELGIN, TEXAS, THAT:**

I.

The Official Zoning Map adopted in Chapter 46, Section 46-3, City of Elgin, Texas is hereby amended so that the zoning classification of the property described in Exhibit "A" is hereby changed from R-2 Single Family and Duplex to C-2 General Commercial District.

II.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ORDINANCE shall not invalidate other sections or provisions thereof.

READ, PASSED, and ADOPTED on first reading this the 20<sup>th</sup> day of October 2015.

---

MARC HOLM, MAYOR

ATTEST:

---

LUCRETIA ALVAREZ, CITY SECRETARY





DEED  
201211566  
3 PGS

"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."

### GENERAL WARRANTY DEED WITH VENDOR'S LIEN

STATE OF TEXAS,

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BASTROP.

That I, **DONNA GRAHAM LEE**, a married person, dealing with non-homestead separate property, hereinafter referred to as **GRANTOR**, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable consideration to the undersigned paid by the party herein named, the receipt of which is hereby acknowledged, and for the further consideration of the following:

Promissory note of even date herewith in the original principal amount of **FIFTY-TWO THOUSAND AND NO/100 DOLLARS (\$52,000.00)**, payable to the order of First National Bank of Bastrop, Texas, payable as therein provided, the payment of said note being secured by the vendor's lien herein reserved and being additionally secured by a deed of trust, filed of even date herewith, executed by Grantee herein to James B. Kershaw, Trustee;

have **GRANTED, SOLD and CONVEYED**, and by these presents do **GRANT, SELL and CONVEY**, subject to the conditions hereinafter described, unto:

#### **ELGIN NEW LIFE BAPTIST FELLOWSHIP,**

of P.O. Box 838, Elgin, Texas 78621, hereinafter referred to as **GRANTEE**, all of the following described real property, located in Bastrop County, Texas, to-wit:

2.67 acres, more or less, out of the **JONATHAN BURLESON SURVEY**, Abstract No. 18, Bastrop County, Texas; said 2.67 acre tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

This conveyance is expressly made and accepted subject to any and all mineral and royalty reservations and leases, covenants, conditions, restrictions, easements, plats and all other conditions of record, if any, applicable to and enforceable against the above described property as reflected by the records of the County Clerk of Bastrop County, Texas, to the extent and only to the extent the same are valid and subsisting, and subject to any apparent easement not recorded of record and applicable to such property.

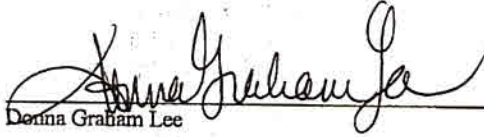
**TO HAVE AND TO HOLD** the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the said **GRANTEE**, its successors and assigns, and **GRANTOR** does hereby bind herself, her heirs and assigns, to warrant and forever defend, all and singular, the said premises unto the said **GRANTEE**, its successors and assigns, against every person whomsoever claiming or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the **VENDOR'S LIEN** and superior title are retained against the above described property, until the above-referenced note and all interest thereon is fully paid according to the face and tenor, effect and reading thereof, when this deed shall become absolute.

BAC 1233447ER

In consideration of the payment of Fifty-Two Thousand and No/100 Dollars (\$52,000.00) by **FIRST NATIONAL BANK OF BASTROP, TEXAS**, Lender, Grantor hereby assigns, sets over, transfers and conveys unto said Lender and its assigns, the vendor's lien and superior title herein retained and reserved against the property herein conveyed in the same manner and to the same extent as if said note had been executed in Grantor's favor and by said Grantor assigned to the Lender without recourse.

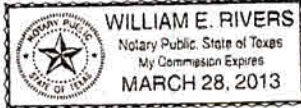
EXECUTED this 7th day of September, 2012.

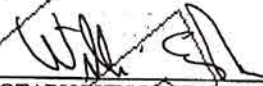
  
Donna Graham Lee

STATE OF TEXAS, \*

COUNTY OF BASTROP \*

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this the 10  
day of September, 2012, by **DONNA GRAHAM LEE**.



  
NOTARY PUBLIC STATE OF TEXAS



**Barrera Land Surveying**  
 7715 Mainland Drive, Suite 114  
 San Antonio, Texas 78250  
 (210) 444-9023 - Office  
 barreralandsurveying.bastrop@david.com

STATE OF TEXAS

COUNTY OF BASTROP

## LEGAL DESCRIPTION

For  
 2.67 Acre Tract

FIELD NOTES describing a 2.67 acre tract of land, out of the JONATHAN BURLESON SURVEY, A-18, and being the same property described as 2.665 acres in the general warranty deed as recorded in Volume 2093, Page 791, Official Records of Bastrop County, Texas. Said 2.67 acre tract of land, being more particularly described as follows:

**BEGINNING:** At a found  $\frac{1}{4}$ " iron rod, in the south right of way of West Alamo Street, for the northwest corner of this herein described tract, also being the northeast corner of Lot 1, Block 1, Autozone Subdivision, according to the map or plat thereof recorded in Plat Cabinet No. 4, Page 182A, Plat Records of Bastrop County, Texas;

**THENCE:** N 69°14'43" E, along the south right of way of West Alamo Street, a distance of 495.32 feet to a set  $\frac{1}{4}$ " steel rod with cap marked RPLS 5286, for the northeast corner of this herein described tract;

**THENCE:** S 19°47'44" E, a distance of 297.64 feet to a found  $\frac{1}{4}$ " steel rod, for the southeast corner of this herein described tract, also being the northeast corner of the 2.438 acre tract as recorded in Volume 388, Page 759, Deed records of Bastrop County, Texas;

**THENCE:** Along the north boundary of the 2.438 acre tract, S 70°12'32" W, a distance of 147.00 feet to a set  $\frac{1}{4}$ " steel rod with cap marked RPLS 5286, for an angle point, and S 37°08'12" W, a distance of 97.26 feet to a set  $\frac{1}{4}$ " steel rod with cap marked RPLS 5286, for the south corner of this herein described tract;

**THENCE:** N 57°54'24" W, a distance of 151.99 feet, to a found  $\frac{1}{4}$ " iron rod, for an angle point, and N 57°36'38" W, a distance of 282.05 feet to the **POINT OF BEGINNING**.

Containing 2.67 acres of land, more or less. Survey prepared this date.

Date: 08-31-2012

*David Barrera*  
 David Barrera, R.P.L.S. No. 5286

**Exhibit A**

**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

*Rose Pietsch*

September 11, 2012 03:40:49 PM  
 RPIETSCH FEE: \$24.00 BOOK:2174 PAGE:46-48  
 ROSE PIETSCH, County Clerk  
 Bastrop, Texas

DEED

**201211566**





**COUNCIL MEETING:** October 20, 2015

**ITEM:** 2. Discussion and action to consider establishing a Traffic Control/Safety Committee to review requests for traffic control devices and safety enhancements and make recommendations to Council for approval prior to implementation.

**RESOURCE PERSON(S):** Kerry Lacy, City Manager  
Jessica Bega, Council Member Ward 1

**SUMMARY:** Several times through out each year Council Members and City staff are approached by citizens requesting traffic control/safety devices and signage be installed in specific areas of the City. In order to better serve the citizens that make these requests and to streamline the process it is recommended that Council create a Traffic Control/Safety Committee comprised of two members of council, the City manager, the Police Chief and the Public Works Director to review all requests and make recommendations to Council for approval of items that are justified and warranted.

**RECOMMENDATION(S):** Creation of a Traffic Control/Safety Committee and appoint two Council Members, the City Manager, the Police Chief and the Public Works Director to serve on that Committee.

**ATTACHMENT:**



**COUNCIL MEETING:** October 20, 2015

**ITEM:** 3. Discussion and action to consider the approval of a contract with Oxley Williams Tharp Architects, PLLC for the design and construction oversight of the Recreation/Shelter Center project and to authorize the City Manager to sign the contract on behalf of the City of Elgin.

**RESOURCE PERSON(S):** Kerry Lacy, City Manager

**SUMMARY:** Request for proposals from architect firms on this project were advertised and we received two submissions with qualifications to review. The architect review committee made up of the City Manager, Planning/Development Director and the Parks and Recreation Director reviewed those received and are unanimously recommending that Council approve a contract with Oxley Williams Tharp Architects, PLLC for the design and construction oversight on the Recreation/Shelter Center project. This is the same firm that provided the designed and oversight of the Pool House and Restrooms just recently completed. The contract provides for a base fee of \$210,000.00 which represents 7% of they proposed \$3,000,000.00 project cost.

**RECOMMENDATION(S):** Approve the contract with Oxley Williams Tharp Architects, PLLC and authorize the City Manager to sign the contract on behalf of the City of Elgin.

**ATTACHMENT:** 1-AIA Contract Documents





# AIA® Document B101™ – 2007

## ***Standard Form of Agreement Between Owner and Architect***

**AGREEMENT** made as of the First day of October in the year 2015  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

City of Elgin  
310 North Main Street  
PO BOX 591  
Elgin, Texas 78621  
Telephone Number: 512.281.5724  
Fax Number: 512.285.3016

and the Architect:  
(Name, legal status, address and other information)

Oxley Williams Tharp Architects, PLLC  
509 Pecan Street, Suite 100  
Fort Worth, Texas 76102  
Telephone Number: 817.993.9844

for the following Project:  
(Name, location and detailed description)

Elgin Recreation Center  
Memorial Park  
Elgin, Texas 78621  
A new approximately 14,000 SF recreation center that can be used by Bastrop County as an emergency shelter when needed

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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## EXHIBIT A INITIAL INFORMATION

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

TBD

.2 Substantial Completion date:

As agreed upon by Owner and Contractor

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.



§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

\$1,000,000 per occurrence, \$2,000,000 aggregate

.2 Automobile Liability

\$1,000,000

.3 Workers' Compensation

\$1,000,000

.4 Professional Liability

\$1,000,000 per occurrence, \$2,000,000 aggregate

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, , be exceeded by the Architect or Owner. With the Owner's approval, the Architect may adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.



§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval, which approval shall not be unreasonably withheld.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### **§ 3.2 SCHEMATIC DESIGN PHASE SERVICES**

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### **§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES**

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and



such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### **§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### **§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES**

#### **§ 3.5.1 GENERAL**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### **§ 3.5.2 COMPETITIVE BIDDING**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by

*(Paragraphs deleted)*

- .3 Attending and participating in a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 Attend and participate in the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

#### **§ 3.5.3 NEGOTIATED PROPOSALS**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.



**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

**§ 3.6 CONSTRUCTION PHASE SERVICES**

**§ 3.6.1 GENERAL**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.6.2 EVALUATIONS OF THE WORK**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The



Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 SUBMITTALS**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

**§ 3.6.4.2** In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.



§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

#### § 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

#### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

| Additional Services                                   | Responsibility<br>(Architect, Owner<br>or<br>Not Provided) | Location of Service Description<br>(Section 4.2 below or in an exhibit<br>attached to this document and<br>identified below) |
|-------------------------------------------------------|------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| § 4.1.1 Programming (B202™-2009)                      | Not Provided                                               |                                                                                                                              |
| § 4.1.2 Multiple preliminary designs                  | Not Provided                                               |                                                                                                                              |
| § 4.1.3 Measured drawings                             | Not Provided                                               |                                                                                                                              |
| § 4.1.4 Existing facilities surveys                   | Not Provided                                               |                                                                                                                              |
| § 4.1.5 Site Evaluation and Planning (B203™-2007)     | Not Provided                                               |                                                                                                                              |
| § 4.1.6 Building Information Modeling<br>(E202™-2008) | Not Provided                                               |                                                                                                                              |
|                                                       |                                                            |                                                                                                                              |
|                                                       |                                                            |                                                                                                                              |



|          |                                               |              |  |
|----------|-----------------------------------------------|--------------|--|
| § 4.1.10 | Value Analysis (B204™–2007)                   | Not Provided |  |
| § 4.1.11 | Detailed cost estimating                      | Not Provided |  |
| § 4.1.12 | On-site Project Representation (B207™–2008)   | Not Provided |  |
| § 4.1.13 | Conformed construction documents              | Not Provided |  |
| § 4.1.14 | As-Designed Record drawings                   | Not Provided |  |
| § 4.1.15 | As-Constructed Record drawings                | Not Provided |  |
| § 4.1.16 | Post occupancy evaluation                     | Not Provided |  |
| § 4.1.17 | Facility Support Services (B210™–2007)        | Not Provided |  |
| § 4.1.18 | Tenant-related services                       | Not Provided |  |
| § 4.1.19 | Coordination of Owner's consultants           | Not Provided |  |
| § 4.1.20 | Telecommunications/data design                | Not Provided |  |
| § 4.1.21 | Security Evaluation and Planning (B206™–2007) | Not Provided |  |
| § 4.1.22 | Commissioning (B211™–2007)                    | Not Provided |  |
| § 4.1.23 | Extensive environmentally responsible design  | Not Provided |  |
| § 4.1.24 | LEED® Certification (B214™–2012)              | Not Provided |  |
| § 4.1.25 | Fast-track design services                    | Not Provided |  |
| § 4.1.26 | Historic Preservation (B205™–2007)            | Not Provided |  |
|          |                                               |              |  |
|          |                                               |              |  |

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

- 4.1.7 Civil Engineering shall be part of Architect's Basic Services
- 4.1.8 Landscape Architecture shall be part of Architect's Basic Services
- 4.1.9 Architectural Interior Design shall be part of Architect's Basic Services
- 4.1.27 Architect shall assist Owner in choosing Furniture, Furnishings and Equipment

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;



- .10 Consultation concerning replacement of Work resulting from fire or other casualty during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twelve ( 12 ) visits to the site by the Architect over the duration of the Project during construction
- .3 One ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Eighteen ( 18 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands;



adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## **ARTICLE 6 COST OF THE WORK**

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project;



and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the



Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

(Paragraphs deleted)

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

(Paragraphs deleted)

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses



incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect may be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules may be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination.

*(Paragraph deleted)*

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the State of Texas, and venue for any dispute shall be in any court of competent jurisdiction in Bastrop County, Texas.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific



information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Two Hundred Twn Thousand Dollars (\$210,000.00)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

To be negotiated at time of request for additional services

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent ( 10.00 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

|                              |             |           |     |    |
|------------------------------|-------------|-----------|-----|----|
| Schematic Design Phase       | Fifteen     | percent ( | 15  | %) |
| Design Development Phase     | Twenty      | percent ( | 20  | %) |
| Construction Documents Phase | Forty       | percent ( | 40  | %) |
| Bidding or Negotiation Phase | Five        | percent ( | 5   | %) |
| Construction Phase           | Twenty      | percent ( | 20  | %) |
| Total Basic Compensation     | one hundred | percent ( | 100 | %) |

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*



| Employee or Category     | Rate  |
|--------------------------|-------|
| Principal                | \$165 |
| Architect                | \$95  |
| Architectural Technician | \$65  |

## § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent ( 10.00 %) of the expenses incurred.

## § 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

To be negotiated at time of termination

## § 11.10 PAYMENTS TO THE ARCHITECT

*(Paragraph deleted)*

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Ninety ( 90 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

10.00 % per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

There are no special terms or conditions

### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

| *(Paragraphs deleted)*

This Agreement entered into as of the day and year first written above.

**OWNER**

\_\_\_\_\_  
*(Signature)*

| Kerry Lacy, City Manager

\_\_\_\_\_  
*(Printed name and title)*

**ARCHITECT**

\_\_\_\_\_  
*(Signature)*

Jim Tharp, Principal

\_\_\_\_\_  
*(Printed name and title)*



# Additions and Deletions Report for

## AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:19:45 on 10/07/2015.

### PAGE 1

City of Elgin  
310 North Main Street  
PO BOX 591  
Elgin, Texas 78621  
Telephone Number: 512.281.5724  
Fax Number: 512.285.3016

...

Oxley Williams Tharp Architects, PLLC  
509 Pecan Street, Suite 100  
Fort Worth, Texas 76102  
Telephone Number: 817.993.9844

...

Elgin Recreation Center  
Memorial Park  
Elgin, Texas 78621  
A new approximately 14,000 SF recreation center that can be used by Bastrop County as an emergency shelter when needed

### PAGE 2

TBD

...

As agreed upon by Owner and Contractor

### PAGE 3

\$1,000,000 per occurrence, \$2,000,000 aggregate

...

\$1,000,000

...

\$1,000,000



...

\$1,000,000 per occurrence, \$2,000,000 aggregate

...

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, ~~except for reasonable cause,~~ be exceeded by the Architect or Owner. With the Owner's approval, the Architect ~~shall~~ may adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's ~~approval~~ approval, which approval shall not be unreasonably withheld.

#### PAGE 5

- ~~1. procuring the reproduction of Bidding Documents for distribution to prospective bidders;~~
- ~~2. distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;~~
- ~~3. organizing and conducting~~ 3. Attending and participating in a pre-bid conference for prospective bidders;

...

- ~~5. organizing and conducting~~ Attend and participate in the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

#### PAGE 6

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's ~~negligent~~ acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

...

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner ~~reasonably~~ informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

#### PAGE 8

|         |                          |              |  |
|---------|--------------------------|--------------|--|
| § 4.1.1 | Programming (B202™-2009) | Not Provided |  |
|---------|--------------------------|--------------|--|



|          |                                                           |                     |  |
|----------|-----------------------------------------------------------|---------------------|--|
| § 4.1.2  | Multiple preliminary designs                              | <u>Not Provided</u> |  |
| § 4.1.3  | Measured drawings                                         | <u>Not Provided</u> |  |
| § 4.1.4  | Existing facilities surveys                               | <u>Not Provided</u> |  |
| § 4.1.5  | Site Evaluation and Planning (B203™-2007)                 | <u>Not Provided</u> |  |
| § 4.1.6  | Building Information Modeling (E202™-2008)                | <u>Not Provided</u> |  |
| § 4.1.7  | Civil engineering                                         |                     |  |
| § 4.1.8  | Landscape design                                          |                     |  |
| § 4.1.9  | Architectural Interior Design (B252™-2007)                |                     |  |
| § 4.1.10 | Value Analysis (B204™-2007)                               | <u>Not Provided</u> |  |
| § 4.1.11 | Detailed cost estimating                                  | <u>Not Provided</u> |  |
| § 4.1.12 | On-site Project Representation (B207™-2008)               | <u>Not Provided</u> |  |
| § 4.1.13 | Conformed construction documents                          | <u>Not Provided</u> |  |
| § 4.1.14 | As-Designed Record drawings                               | <u>Not Provided</u> |  |
| § 4.1.15 | As-Constructed Record drawings                            | <u>Not Provided</u> |  |
| § 4.1.16 | Post occupancy evaluation                                 | <u>Not Provided</u> |  |
| § 4.1.17 | Facility Support Services (B210™-2007)                    | <u>Not Provided</u> |  |
| § 4.1.18 | Tenant-related services                                   | <u>Not Provided</u> |  |
| § 4.1.19 | Coordination of Owner's consultants                       | <u>Not Provided</u> |  |
| § 4.1.20 | Telecommunications/data design                            | <u>Not Provided</u> |  |
| § 4.1.21 | Security Evaluation and Planning (B206™-2007)             | <u>Not Provided</u> |  |
| § 4.1.22 | Commissioning (B211™-2007)                                | <u>Not Provided</u> |  |
| § 4.1.23 | Extensive environmentally responsible design              | <u>Not Provided</u> |  |
| § 4.1.24 | LEED® Certification (B214™-2012)                          | <u>Not Provided</u> |  |
| § 4.1.25 | Fast-track design services                                | <u>Not Provided</u> |  |
| § 4.1.26 | Historic Preservation (B205™-2007)                        | <u>Not Provided</u> |  |
| § 4.1.27 | Furniture, Furnishings, and Equipment Design (B253™-2007) |                     |  |

#### PAGE 9

4.1.7 Civil Engineering shall be part of Architect's Basic Services

4.1.8 Landscape Architecture shall be part of Architect's Basic Services

4.1.9 Architectural Interior Design shall be part of Architect's Basic Services

4.1.27 Architect shall assist Owner in choosing Furniture, Furnishings and Equipment

#### PAGE 10

- .10 Consultation concerning replacement of Work resulting from fire or other ~~cause~~ casualty during construction; or

...

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twelve ( 12 ) visits to the site by the Architect over the duration of the Project during construction
- .3 One ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Eighteen ( 18 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### PAGE 13



## **§ 8.1 GENERAL**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

...

[ ☒ ] Litigation in a court of competent jurisdiction

...

## **§ 8.3 ARBITRATION**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

## **§ 8.3.4 CONSOLIDATION OR JOINDER**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional



~~person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

PAGE 14

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect ~~shall~~ may be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules ~~shall~~ may be equitably adjusted.

...

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to ~~termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7, termination.~~

~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

...

§ 10.1 This Agreement shall be governed by the law of ~~the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern~~ Section 8.3, the State of Texas, and venue for any dispute shall be in any court of competent jurisdiction in Bastrop County, Texas.

PAGE 15

Two Hundred Twn Thousand Dollars (\$210,000.00)

...

N/A

...

To be negotiated at time of request for additional services

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent ( 10.00 %), or as otherwise stated below:

...

|                              |                |           |           |    |
|------------------------------|----------------|-----------|-----------|----|
| Schematic Design Phase       | <u>Fifteen</u> | percent ( | <u>15</u> | %) |
| Design Development Phase     | <u>Twenty</u>  | percent ( | <u>20</u> | %) |
| Construction Documents Phase | <u>Forty</u>   | percent ( | <u>40</u> | %) |
| Bidding or Negotiation Phase | <u>Five</u>    | percent ( | <u>5</u>  | %) |

Construction Phase

Twenty percent ( 20 %)

PAGE 16

|                                 |              |
|---------------------------------|--------------|
| <u>Principal</u>                | <u>\$165</u> |
| <u>Architect</u>                | <u>\$95</u>  |
| <u>Architectural Technician</u> | <u>\$65</u>  |

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent ( 10.00 %) of the expenses incurred.

...

To be negotiated at time of termination

...

~~§ 11.10.1 An initial payment of (\$ ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.~~

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Ninety ( 90 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

10.00 % per annum

...

There are no special terms or conditions

PAGE 17

~~.3 Other documents:~~

~~(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)~~

...

Kerry Lacy, City Manager

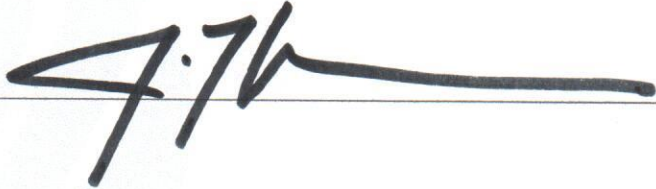
Jim Tharp, Principal

## **Certification of Document's Authenticity**

AIA® Document D401™ – 2003

I, Jim Tharp, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:19:45 on 10/07/2015 under Order No. 0333375932\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)



(Title)

PRINCIPAL

(Dated)

01 OCTOBER 2015



**AIA**<sup>®</sup>

# Document B101<sup>™</sup> – 2007 Exhibit A

## Initial Information

**for the following PROJECT:***(Name and location or address)*

Elgin Recreation Center  
Memorial Park  
Elgin, Texas 78621

**THE OWNER:***(Name, legal status and address)*

City of Elgin  
310 North Main Street  
PO Box 591  
Elgin, Texas 78621

**THE ARCHITECT:***(Name, legal status and address)*

Oxley Williams Tharp Architects, PLLC  
509 Pecan Street, Suite 100  
Fort Worth, Texas 76102

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This Agreement is based on the following information.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

**ARTICLE A.1 PROJECT INFORMATION****§ A.1.1 The Owner's program for the Project:***(Identify documentation or state the manner in which the program will be developed.)*

The initial program was developed around Bastrop County's need for a short-term emergency shelter. The document used to develop the program was the Shelter Guidance Aid and Shelter Staffing Matrix dated October 2010 as published by the Federal Emergency Management Agency and other contributing organizations.

**§ A.1.2 The Project's physical characteristics:***(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

Approximately 14,000 SF recreation center containing a gymnasium (One basketball court), fitness room, multi-purpose room, locker rooms/toilet rooms with showers, kitchen, pantry, storage/laundry room, administration and large foyer area. The site is located on an old baseball field at Memorial Park.

**§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:***(Provide total, and if known, a line item break down.)*

| \$3,000,000 (Bastrop county will fund \$1,500,000 with the City of Elgin funding the balance.

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:  
(Identify method such as competitive bid, negotiated contract, or construction management.)

| Competitive Bid

§ A.1.6 Other Project information:  
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

| The facility will be used by Bastrop County as an emergency shelter when required.

## ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:  
(List name, address and other information.)

Kerry Lacy, City Manager  
310 North Main Street  
Elgin, Texas 78621  
Telephone Number: 512.281.5724  
Fax Number: 512.285.3016

| Email Address: KLacy@ci.elgin.tx.us

§ A.2.2 The persons or entities, in addition to the Owner's representative, who may be required to review the Architect's submittals to the Owner are as follows:  
(List name, address and other information.)

Michael Gonzalez, Parks & Recreation Director  
Gary Cooke, Planning & Development Director  
Joe Parten, Public Works Director  
Doug Prinz, Utilities Director

§ A.2.3 The Owner will retain the following consultants and contractors:  
(List discipline and, if known, identify them by name and address.)

§ A.2.4 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address and other information.)

Jim Tharp, AIA NCARB  
509 Pecan Street, Suite 100  
Fort Worth, Texas 76102  
Telephone Number: 817.993.9844

| Email Address: jtharp@owtarchitects.com

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.  
(List discipline and, if known, identify them by name, legal status, address and other information.)



**§ A.2.5.1** Consultants retained under Basic Services:

**.1** Structural Engineer

Metro Structural Consultants, Inc.  
Paul Lundstrom, PE  
305 NE Loop 820, Suite 507  
Hurst, Texas 76053  
Telephone Number: 817.284.8833  
Fax Number: 817.284.5075

**.2** Mechanical Engineer

Summit Consultants, Inc.  
Brian Richards  
1300 Summit Avenue, Suite 500  
Fort Worth, Texas 76102  
Telephone Number: 817.878.4242

**.3** Electrical Engineer

Summit Consultants, Inc.  
Brian Richards  
Sams as above

**§ A.2.5.2** Consultants retained under Additional Services:

**§ A.2.6** Other Initial Information on which the Agreement is based:  
*(Provide other Initial Information.)*



# **Additions and Deletions Report for**

## **AIA® Document B101™ – 2007 Exhibit A**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:36:25 on 10/07/2015.

### **PAGE 1**

Elgin Recreation Center  
Memorial Park  
Elgin, Texas 78621

...

City of Elgin  
310 North Main Street  
PO Box 591  
Elgin, Texas 78621

...

Oxley Williams Tharp Architects, PLLC  
509 Pecan Sttreet, Suite 100  
Fort Worth, Texas 76102

...

The initial program was developed around Bastrop County's need for a short-term emergency shelter. The document used to develop the program was the Shelter Guidance Aid and Shelter Staffing Matrix dated October 2010 as published by the Federal Emergency Management Agency and other contributing organizations.

...

Approximately 14,000 SF recreation center containing a gymnasium (One basketball court), fitness room, multi-purpose room, locker rooms/toilet rooms with showers, kitchen, pantry, storage/laundry room, administration and large foyer area. The site is located on an old baseball field at Memorial Park.

### **PAGE 2**

\$3,000,000 (Bastrop county will fund \$1,500,000 with the City of Elgin funding the balance.

...

Competitive Bid

...

The facility will be used by Bastrop County as an emergency shelter when required.

...

Kerry Lacy, City Manager  
310 North Main Street  
Elgin, Texas 78621  
Telephone Number: 512.281.5724  
Fax Number: 512.285.3016

...

Email Address: KLacy@ci.elgin.tx.us

§ A.2.2 The persons or entities, in addition to the Owner's representative, who ~~are~~ may be required to review the Architect's submittals to the Owner are as follows:

...

Michael Gonzalez, Parks & Recreation Director  
Gary Cooke, Planning & Development Director  
Joe Parten, Public Works Director  
Doug Prinz, Utilities Director

...

Jim Tharp, AIA NCARB  
509 Pecan Street, Suite 100  
Fort Worth, Texas 76102  
Telephone Number: 817.993.9844

...

Email Address: jtharp@owtarchitects.com

**PAGE 3**

Metro Structural Consultants, Inc.  
Paul Lundstrom, PE  
305 NE Loop 820, Suite 507  
Hurst, Texas 76053  
Telephone Number: 817.284.8833  
Fax Number: 817.284.5075

...

Summit Consultants, Inc.  
Brian Richards  
1300 Summit Avenue, Suite 500  
Fort Worth, Texas 76102  
Telephone Number: 817.878.4242

...

Summit Consultants, Inc.  
Brian Richards  
Sams as above



**COUNCIL MEETING:** October 20, 2015

**ITEM:** 4. Discuss and consider authorizing the Mayor to execute any and all necessary legal documents regarding the exchange of a small amount of real property with SF Development, Inc. a Texas Corporation within the Saratoga Farms Subdivision.

**RESOURCE PERSON(S):** Kerry Lacy, City Manager  
Gary N. Cooke, Planning and Development Director

**SUMMARY:** The current alignment of Saratoga Farms Blvd. has been revised from the alignment that was dedicated in the Saratoga Farms Section Two final plat.

The purpose of the land swap is to match the current alignment of Saratoga Farms Blvd. as approved in the Saratoga Farms Section Three final plat. In order to match the current alignment of Saratoga Farms Boulevard, Area 2 needs to be vacated and SF Development, Inc. (John Lloyd) will trade the City Area 3 for Area 2.

In the attached ROW Vacancy Exhibit, Area 2 is currently ROW that was dedicated by Elgin 384 LP (John Lloyd), with Saratoga Farms Section Two final plat.

Area 3 is land that is currently owned by SF Development, Inc. (John Lloyd).

Area 3 will become ROW with the recordation of the final plat for Saratoga Farms Subdivision, Section Three.

**RECOMMENDATION(S):** Staff recommends approval of this agreement.



**ATTACHMENT:**

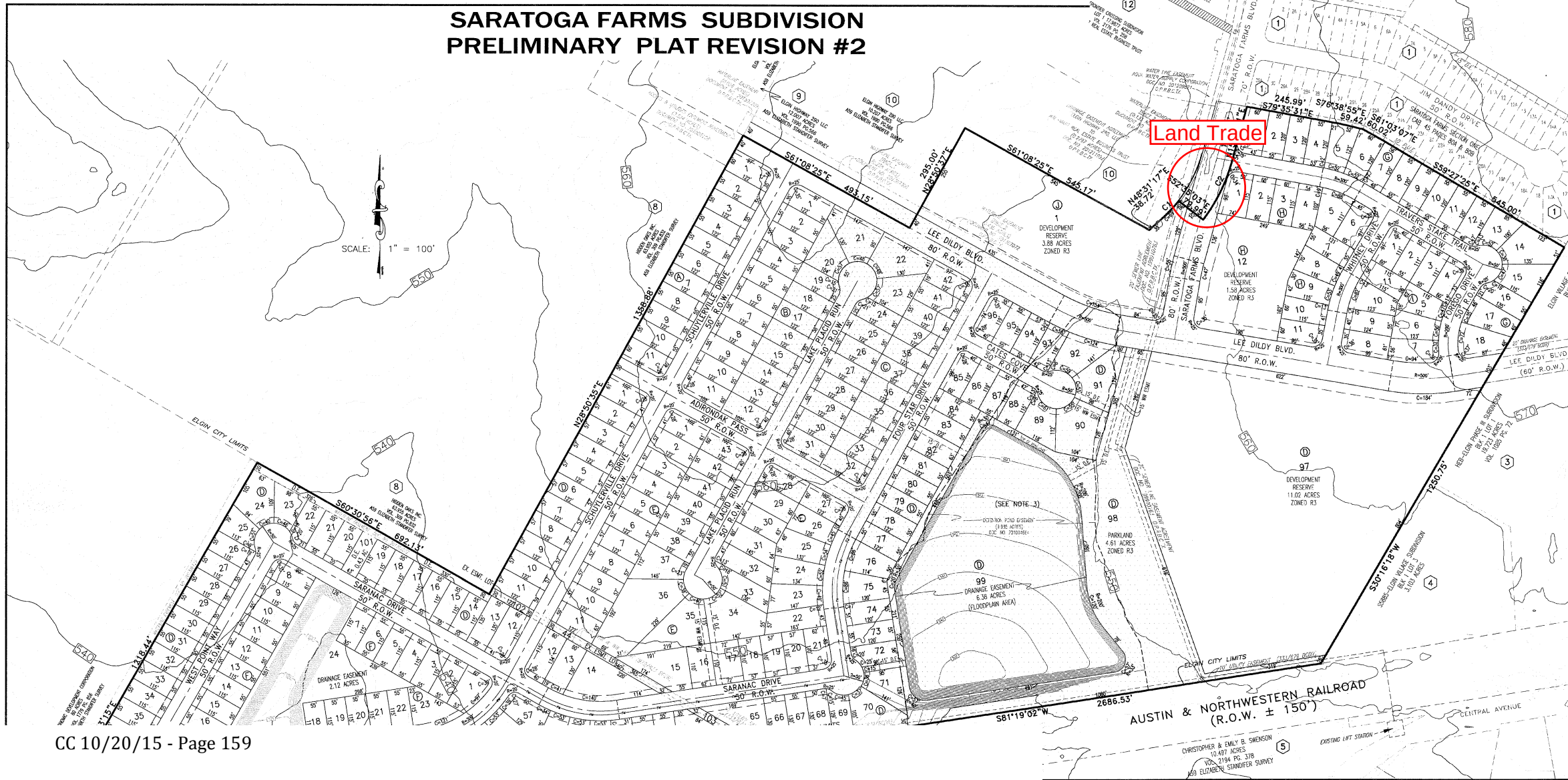
**1-Saratoga Farms Sub. Preliminary Plat**

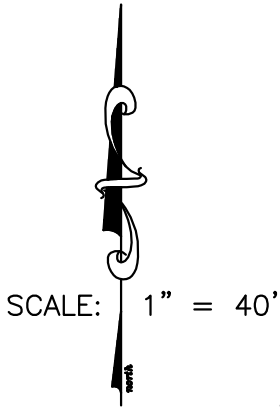
**2-ROW Vacancy Exhibit**

**3-Saratoga Farms Sec 2**

**4-Deed Without Warranty**

**SARATOGA FARMS SUBDIVISION  
PRELIMINARY PLAT REVISION #2**





AREA 2  
1,303 SF

AREA 1  
4,842 SF

SARATOGA FARMS BLVD.®

AREA 3  
1,911 SF



12

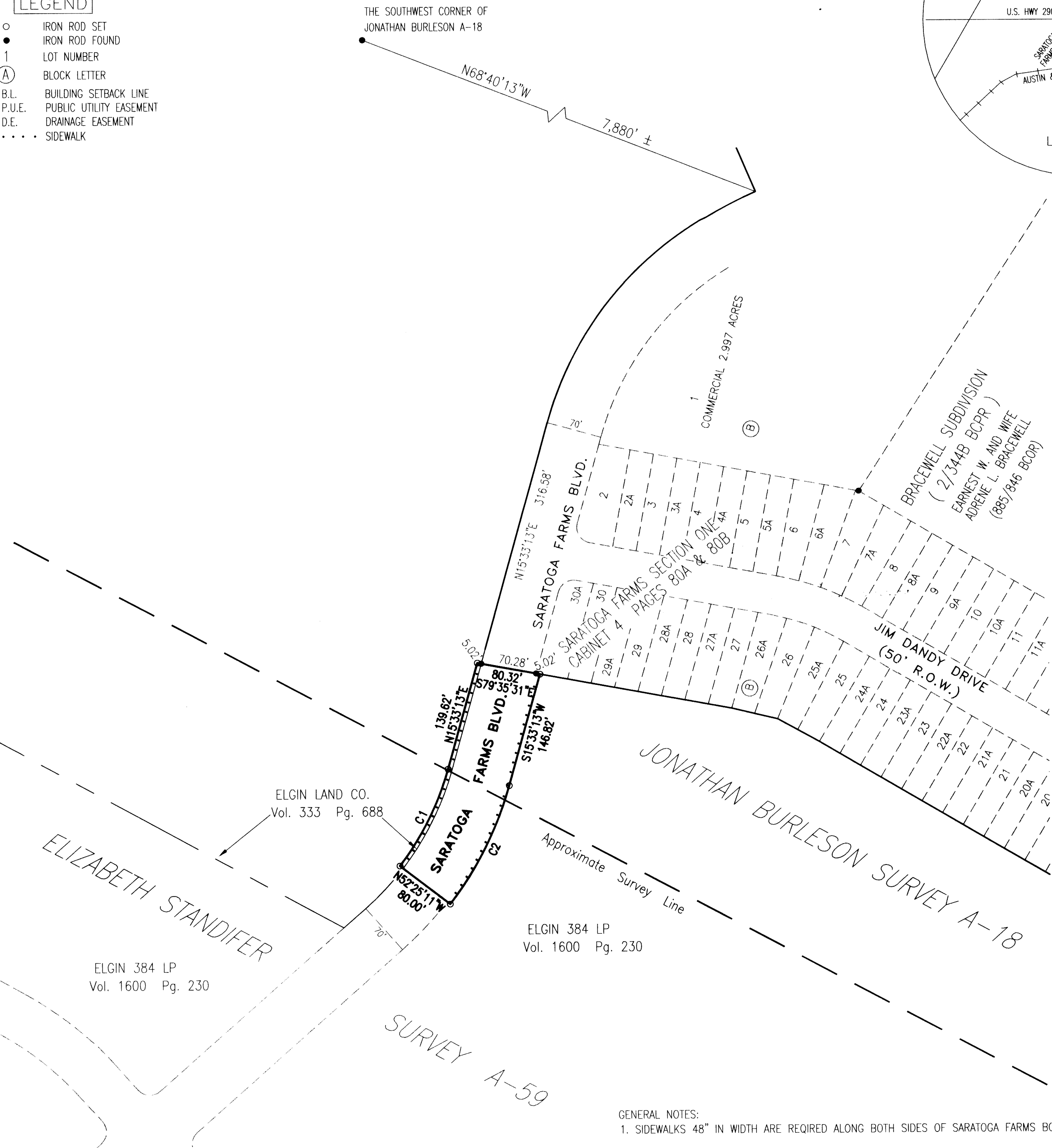
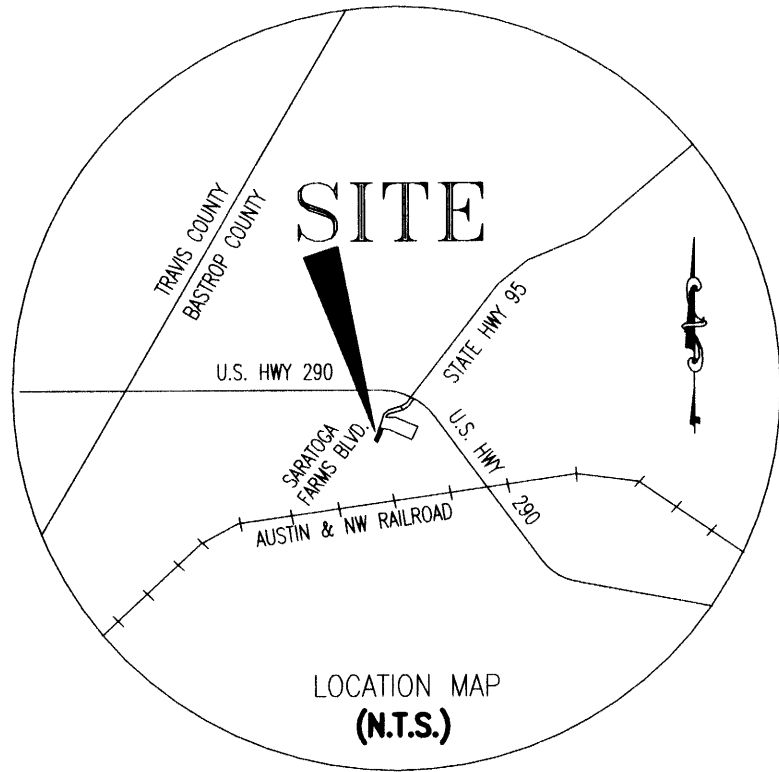


# THE FINAL PLAT OF SARATOGA FARMS SUBDIVISION SECTION TWO

5/32-A

## LEGEND

- IRON ROD SET
- IRON ROD FOUND
- 1 LOT NUMBER
- (A) BLOCK LETTER
- B.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- ..... SIDEWALK



SCALE: 1" = 100'

DATE: JUNE 26, 2008

OWNER: MICKEY FOSTER  
ELGIN LAND COMPANY II, LTD.  
P.O. BOX # 627  
ELGIN, TEXAS 78621  
PHONE: (512) 422-3361  
FAX: (512) 281-0893

OWNER: JOHN LLOYD  
ELGIN 384 LP  
2207 LAKE AUSTIN BLVD.  
AUSTIN, TEXAS 78703  
PHONE: (512) 481-8899

ENGINEER AND SURVEYOR:  
CARLSON, BRIGANCE & DOERING, INC.  
5501 WEST WILLIAM CANNON DRIVE  
AUSTIN, TEXAS 78749  
PHONE: (512) 280-5160  
FAX: (512) 280-5165

TOTAL ACREAGE: 0.545 ACRE  
SURVEY: JONATHAN BURLESON SURVEY ABS. 18  
AND ELIZABETH STANDIFER SURVEY ABS. 59

F.E.M.A. MAP NO. 48021C 0075 C  
BASTROP COUNTY, TEXAS DATED: AUGUST 19, 1991

GENERAL NOTES:  
1. SIDEWALKS 48" IN WIDTH ARE REQUIRED ALONG BOTH SIDES OF SARATOGA FARMS BOULEVARD.

| CURVE TABLE |         |         |         |         |               |           |
|-------------|---------|---------|---------|---------|---------------|-----------|
| CURVE       | RADIUS  | LENGTH  | TANGENT | CHORD   | CHORD BEARING | DELTA     |
| C1          | 360.00' | 138.40' | 70.06'  | 137.55' | N26°34'01"E   | 22°01'36" |
| C2          | 440.00' | 169.15' | 85.63'  | 168.11' | S26°34'01"W   | 22°01'36" |

LINEAR FOOTAGE OF RIGHT-OF-WAY  
SARATOGA FARMS BLVD. 80' R.O.W. 297'

FILED  
SEP 19 2008  
Rose Pritchard  
COUNTY CLERK  
BASTROP COUNTY, TEXAS

SHEET 1 OF 2

C

B

D

Carlson, Brigance & Doering, Inc.  
Civil Engineering • Surveying  
5501 West William Cannon Drive Austin, Texas 78749  
Phone No. (512) 280-5160 • Fax No. (512) 280-5165

J:\AC2004LP\4379\DWG\PLAT.DWG

# THE FINAL PLAT OF SARATOGA FARMS SUBDIVISION SECTION TWO

5/32-B

STATE OF TEXAS:  
COUNTY OF BASTROP:

KNOW ALL MEN BY THESE PRESENTS: THAT, ELGIN LAND COMPANY II LTD., A TEXAS LIMITED PARTNERSHIP, ACTING HEREIN BY AND THROUGH MICKEY FOSTER, BEING OWNER OF THAT CERTAIN 137.853 ACRES OF LAND OUT OF THE JONATHAN BURLESON SURVEY, ABSTRACT NO. 18 AND THE ELIZABETH STANDIFER SURVEY, ABSTRACT NO. 59 SITUATED IN BASTROP COUNTY, TEXAS, AS CONVEYED TO ELGIN LAND COMPANY II, LTD. BY DEED RECORDED IN VOLUME 333, PAGE 688, OF THE BASTROP COUNTY, TEXAS REAL PROPERTY RECORDS, AND ELGIN 384 LP, ACTING HEREIN BY AND THROUGH JOHN LLOYD, BEING OWNER OF THAT CERTAIN 94.374 ACRES OF LAND OUT OF SAID BURLESON AND STANDIFER SURVEYS, AS CONVEYED TO ELGIN 384 LP BY DEED RECORDED IN VOLUME 1600, PAGE 230 OF THE BASTROP COUNTY, TEXAS REAL PROPERTY RECORDS, DOES HEREBY SUBDIVIDE 0.545 ACRE OF LAND, IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS "SARATOGA FARMS SUBDIVISION SECTION TWO", AND DOES HEREBY DEDICATE TO THE PUBLIC, THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE 5<sup>th</sup> DAY OF September, 2008, A.D.

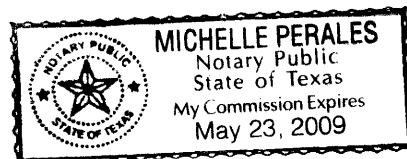
Mickey Foster  
MICKEY FOSTER  
ELGIN LAND COMPANY II, LTD.  
P. O. BOX NO. 627  
ELGIN, TEXAS 78621

STATE OF TEXAS:  
COUNTY OF BASTROP:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MICKEY FOSTER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 5<sup>th</sup> DAY OF September, 2008, A.D.

Michelle Perales  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



WITNESS MY HAND, THIS THE 4<sup>th</sup> DAY OF SEPTEMBER, 2008, A.D.

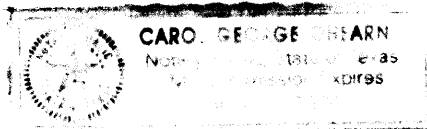
John Lloyd  
JOHN LLOYD  
ELGIN 384 LP  
2207 LAKE AUSTIN BLVD.  
AUSTIN, TEXAS 78703

STATE OF TEXAS:  
COUNTY OF BASTROP:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN LLOYD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 4<sup>th</sup> DAY OF September, 2008, A.D.

Carol George O'Han  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF ELGIN, TEXAS, ON THIS THE 25<sup>th</sup> DAY OF AUGUST, 2008, A.D.

Ronald R. Cuffman  
CHAIRPERSON

Antoinette  
SECRETARY

STATE OF TEXAS:  
COUNTY OF BASTROP:

I, ROSE PIETSCH, CLERK OF BASTROP COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 19<sup>th</sup> DAY OF September, 2008, A.D., AT 10:23 O'CLOCK A.M., AND DULY RECORDED ON THE 19<sup>th</sup> DAY OF September, 2008, A.D., AT 10:23 O'CLOCK A.M., IN THE PLAT RECORDS OF SAID COUNTY, AND STATE IN DOCUMENT NUMBER 5/32-A.  
WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE 19<sup>th</sup> DAY OF September, 2008, A.D.

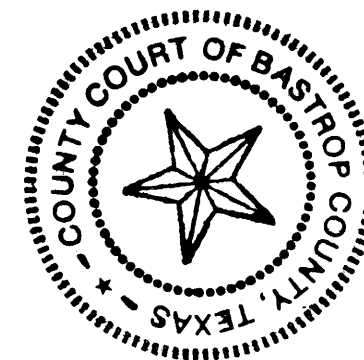
ROSE PIETSCH, COUNTY CLERK, BASTROP COUNTY, TEXAS

Krista Bartoch  
BY: DEPUTY

FILED FOR RECORD AT 10:23 O'CLOCK A.M., THIS THE 19<sup>th</sup> DAY OF September, 2008, A.D.  
ROSE PIETSCH, COUNTY CLERK, BASTROP COUNTY, TEXAS

Krista Bartoch  
BY: DEPUTY

FILED  
SEP 19 2008  
M  
Rose Pietsch  
COUNTY CLERK  
BASTROP COUNTY, TEXAS

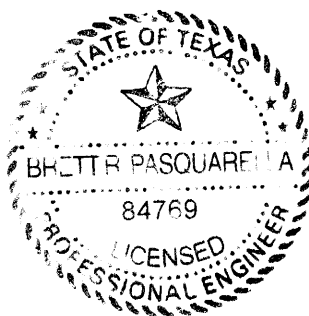


FLOOD PLAIN NOTE: NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL FLOOD INSURANCE ADMINISTRATION RATE MAP NO. 48021C 0075 C, FOR BASTROP COUNTY TEXAS, DATED AUGUST 19, 1991.

STATE OF TEXAS:  
COUNTY OF TRAVIS:

I, BRETT R. PASQUARELLA, P.E., I DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY THE CITY OF ELGIN, TEXAS.

ENGINEERING BY: Brett R. Pasquarella DATE 9.15.08  
BRETT R. PASQUARELLA, P.E. NO. 84769  
CARLSON, BRIGANCE & DOERING, INC.  
5501 WEST WILLIAM CANNON DRIVE  
AUSTIN, TEXAS 78749



THE STATE OF TEXAS:

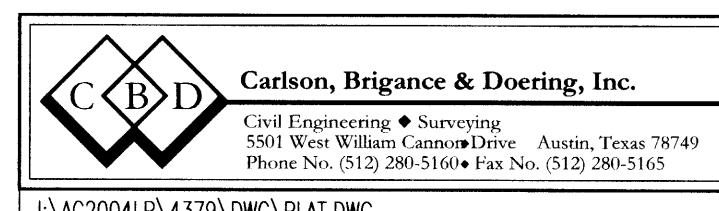
KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TRAVIS:

THAT I, DOUGLAS R. RUMMEL, JR., DO I HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATION OF THE CITY OF ELGIN, TEXAS

SURVEYED BY: Douglas R. Rummel, Jr. DATE 8-27-08  
DOUGLAS R. RUMMEL, JR., R.P.L.S. NO. 5780  
CARLSON, BRIGANCE & DOERING, INC.  
5501 WEST WILLIAM CANNON DRIVE  
AUSTIN, TEXAS 78749



SHEET 2 OF 2



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

**DEED WITHOUT WARRANTY**

**Date:** October 20, 2015

**City:** City of Elgin, a Texas home-rule municipal corporation situated in Bastrop and Travis Counties

**City's Address:** 310 N. Main Street, Elgin, Texas 78621

**Grantee:** SF Development, Inc., a Texas Corporation

**Grantee's Address:** 4720-4 Rockcliff Road, Austin, Texas 78746

**Consideration:** TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to City, the receipt and sufficiency of which is acknowledged by City

**Property:** 1,304 square feet of right-of-way, being a portion of Saratoga Farms Boulevard, dedicated by The Final Plat of Saratoga Farms Subdivision Section Two, recorded in Volume 5, Pages 32A-32B, Plat Records of Bastrop County, Texas; said 1,304 parcel being described by metes and bounds on **Exhibit "A"** attached hereto and incorporated herein.

**Reservations from Conveyance:** None

**Exceptions to Conveyance:** None

City, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, GRANTS, SELLS AND CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, TO HAVE AND TO HOLD it to Grantee and Grantee's heirs, successors and assigns forever, without express or implied warranty.

[SIGNATURE PAGE FOLLOWS]



Executed effective the Date first above stated.

**CITY OF ELGIN, TEXAS**

By: \_\_\_\_\_

Name: Marc Holm

Title: Mayor

THE STATE OF TEXAS       §  
                                      §  
COUNTY OF BASTROP       §

This instrument was acknowledged before me on October 20, 2015, by Marc Holm, Mayor of the City of Elgin, Texas, a Texas home-rule municipality, on behalf of said municipality.

(seal)

\_\_\_\_\_  
Notary Public Signature

## EXHIBIT "A"

### PROPERTY

0.030 ACRES (1,304 SQUARE FEET)  
ELIZABETH STANDIFER SURVEY, NUMBER 24, ABSTRACT 59  
BASTROP COUNTY, TX  
LAND SWAP

### FIELD NOTES

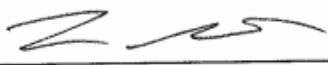
BEING ALL OF THAT CERTAIN TRACT OF LAND OUT OF THE ELIZABETH STANDIFER SURVEY, NUMBER 24, ABSTRACT NUMBER 59, SITUATED IN BASTROP COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN SARATOGA FARMS BOULEVARD, PLATTED IN THE FINAL PLAT OF SARATOGA FARMS SUBDIVISION SECTION TWO, A SUBDIVISION RECORDED IN VOLUME 5, PAGE 32A, PLAT RECORDS OF BASTROP COUNTY, TEXAS, SAID 0.030 (1,304 SQUARE FEET) ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a capped  $\frac{1}{2}$ " iron rod found for the southwestern corner of said Saratoga Farms Boulevard, also being a northern corner of a called 94.374 acre tract conveyed to Elgin 384, LP, in Vol. 1600, Pg. 230, Official Public Records of Bastrop County, Texas and also being in the southeastern line of a called 10.207 acre tract conveyed to Elgin Highway 290, LLC in Vol. 1990, Pg. 566, Official Public Records of Bastrop County, Texas, for the westernmost corner and **POINT OF BEGINNING** of the herein described tract, at a point of curvature to the left,

**THENCE**, with the common boundary line of said 10.207 acre tract and said Saratoga Farms Boulevard, with said curve to the left having a radius of 360.00 feet, an arc length of 137.81 feet and whose chord bears N26°27'00"E, a distance of 136.97 feet to a calculated point,

**THENCE**, crossing said Saratoga Farms Boulevard, S15°23'21"W, a distance of 145.05 feet to a calculated point, in the southwestern line of said Saratoga Farms Boulevard, also being in a northern line of said 94.374 acre tract, from which a  $\frac{1}{2}$ " capped iron rod found for the southernmost corner of said Saratoga Farms Boulevard also being a northern corner of said 94.374 acre tract, bears S52°35'03"E, a distance of 51.65 feet,

**THENCE**, with the common boundary line of said 94.374 acre tract, and said Saratoga Farms Boulevard N52°35'10"W, a distance of 28.35 feet to the **POINT OF BEGINNING** and containing 0.030 acres (1,304 Sq. Ft.) of land.

Surveyed by:  7-16-15  
ROBERT J. GERTSON, R.P.L.S. NO. 6367  
*Carlson, Brigance and Doering, Inc.*  
5501 West William Cannon  
Austin, TX 78749  
Ph: 512-280-5160 Fax: 512-280-5165  
rgertson@cbdeng.com



BEARING BASIS: THE FINAL PLAT OF SARATOGA FARMS SECTION ONE, VOLUME 4, PAGE 80A, PLAT RECORDS OF BASTROP COUNTY, TEXAS

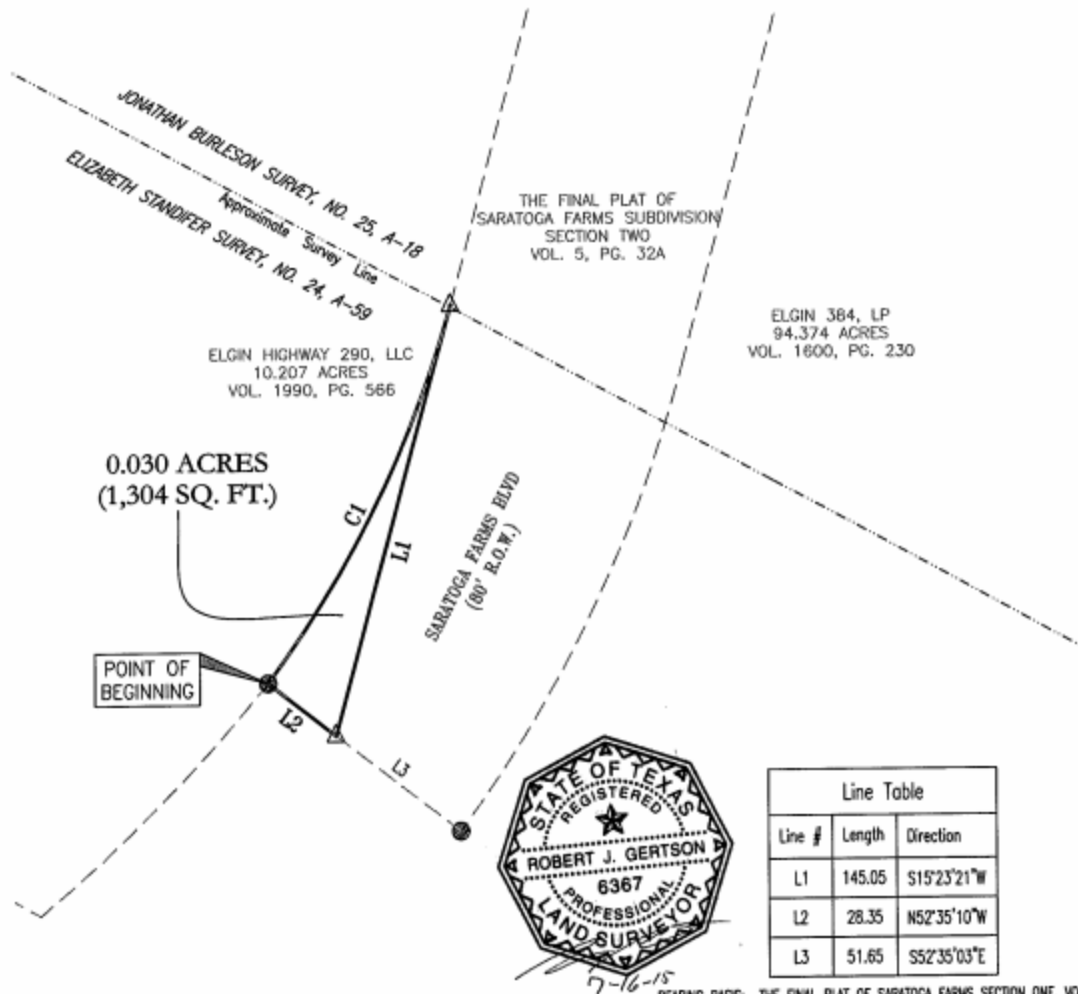
# SKETCH TO ACCOMPANY FIELD NOTES

## LEGEND

- CAPPED 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- △ CALCULATED POINT



SCALE: 1" = 50'



| Line Table |        |              |
|------------|--------|--------------|
| Line #     | Length | Direction    |
| L1         | 145.05 | S15°23'21\"W |
| L2         | 28.35  | N52°35'10\"W |
| L3         | 51.65  | S52°35'03\"E |

| Curve Table |        |        |                 |              |         |            |
|-------------|--------|--------|-----------------|--------------|---------|------------|
| Curve #     | Length | Radius | Chord Direction | Chord Length | Tangent | DELTA      |
| C1          | 137.81 | 360.00 | N26°27'00\"E    | 136.97       | 69.76   | 21°55'58\" |

BEARING BASIS: THE FINAL PLAT OF SARATOGA FARMS SECTION ONE, VOLUME 4, PAGE 80A, PLAT RECORDS OF BASTROP COUNTY, TEXAS

**Carlson, Brigrance & Doering, Inc.**  
FIRM ID #493791 REG. # 10024900  
Civil Engineering Surveying  
5501 West William Cannon Austin, Texas 78749  
Phone No. (512) 280-5160 Fax No. (512) 280-5165

PATH: - J:\4774\SURVEY\FN-0.030 ACRES.DWG





**COUNCIL MEETING:** October 20, 2015

**ITEM:** 5. Discussion and action to consider a proposed ordinance amending Chapter 32 SIGNS.

**RESOURCE PERSON(S):** Kerry Lacy, City Manager  
Gary N. Cooke, Planning and Development Director

**SUMMARY:** Staff has been reviewing this ordinance and believe these additions will be in the best interest of the city and its citizens.

**RECOMMENDATION(S):** Approve Ordinance No. 2015-10-20 \_\_\_\_\_ amending Chapter 32 SIGNS.

**ATTACHMENT:** 1-Ordinance

ORDINANCE NO. 2015-10-20-\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 32, SECTIONS 32-103, 32-217, AND 32-219, CODE OF ORDINANCES (2013 EDITION), CITY OF ELGIN, TEXAS, REGARDING SIGN ORDINANCES AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS:

I.

That Chapter 32, Article II, Section 32-103, Code of Ordinances (2013 Edition), City of Elgin, Texas, is hereby amended as follows:

- (9) Public or **religious signs**. Signs erected by government agencies, **religious organizations**, or utilities including traffic, utility, safety, railroad crossing, and identification signs for public facilities, and any signs erected by the city council or under the direction of the city council.

II.

That Chapter 32, Article III, Section 32-217, Code of Ordinances (2013 Edition), City of Elgin, Texas, is hereby amended as follows:

- (1) Number: maximum of four signs, but in no case shall **more than** two freestanding signs be allowed on the same zoning lot.

III.

That Chapter 32, Article III, Section 32-219, Code of Ordinances (2013 Edition), City of Elgin, Texas, is hereby amended by adding the following subsection:

- (b)(3) Wall or Marquee signs. Each sign shall be allowed one and one half square feet of sign area per two linear feet of building frontage on which the sign or signs are to be attached. (calculation of the sign or signs may be determined by the linear footage of each individual lease space or the total linear footage of the building frontage.)

**VIII.**

**A.** All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

**B.** The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

**C.** The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Alternative 1.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

**READ, PASSED, and ADOPTED** on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MARC HOLM, Mayor  
City of Elgin, Texas

ATTEST:

\_\_\_\_\_  
Lucretia Alvarez, City Secretary





**COUNCIL MEETING:** October 20, 2015

**ITEM:** 6. Discussion and action to consider a resolution for official nomination of a representative for City of Elgin to serve on the Board of Directors for Bastrop Central Appraisal District.

**RESOURCE PERSON(S):** Kerry Lacy, City Manager  
Lucretia Alvarez, City Secretary

**SUMMARY:** City of Elgin city council nominates a representative from our area to serve on the board of directors for the Bastrop Central Appraisal District. Bryan Bracewell is our current representative, and is willing to serve another two year term.

**RECOMMENDATION(S):** Approval of Resolution 2015-10-20-10 for nomination of \_\_\_\_\_ for Board of Directors of Bastrop Central Appraisal District.

**ATTACHMENT:** 1-Resolution 2015-10-20-10 BCAD board nomination

**RESOLUTION NO. 2015-10-20-10**

**WHEREAS**, under the Texas Property Tax Code, Section 6.03, election of the Bastrop Central Appraisal District's Board of Directors is the responsibility of the governing bodies of the taxing entities of Bastrop County.

**WHEREAS**, the City of Elgin, Texas does hereby RESOLVE to nominate the following individual(s) to be considered as a Member(s) of the Bastrop Central Appraisal District Board of Directors.

**Candidates:**

\_\_\_\_\_  
\_\_\_\_\_

PASSED and APPROVED this the 20th day of October, 2015.

ATTEST:

\_\_\_\_\_  
MARC HOLM, MAYOR

\_\_\_\_\_  
LUCRETIA ALVAREZ, City Secretary



**COUNCIL MEETING:** October 20, 2015

**ITEM:** 7. Discussion and action to consider a resolution for official nomination of a representative for City of Elgin to serve on the Board of Directors for Travis Central Appraisal District.

**RESOURCE PERSON(S):** Kerry Lacy, City Manager  
Lucretia Alvarez, City Secretary

**SUMMARY:** City of Elgin city council nominates a representative from our area to serve on the board of directors for the Travis Central Appraisal District. Rico Reyes is our current representative.

**RECOMMENDATION(S):** Approval of Resolution 2015-10-20-11 for nomination of \_\_\_\_\_ for Board of Directors of Bastrop Central Appraisal District.

**ATTACHMENT:** 1-Resolution 2015-10-20-11 TCAD Board Nomination



**RESOLUTION NO. 2015-10-20-11**

**WHEREAS**, under the Texas Property Tax Code, Section 6.03, election of the Travis Central Appraisal District's Board of Directors is the responsibility of the governing bodies of the taxing entities of Travis County.

**WHEREAS**, the City of Elgin, Texas does hereby RESOLVE to nominate the following individual(s) to be considered as a Member(s) of the Travis Central Appraisal District Board of Directors.

**Candidate(s):**

\_\_\_\_\_

\_\_\_\_\_

PASSED and APPROVED this the 20th day of October, 2015.

ATTEST:

\_\_\_\_\_  
MARC HOLM, MAYOR

\_\_\_\_\_  
LUCRETIA ALVAREZ, City Secretary



**COUNCIL MEETING:** October 20, 2015

**ITEM:** 8. Discussion and possible action regarding appointment to the Main Street Board.

**RESOURCE PERSON(S):** **Kerry Lacy, City Manager**  
**Amy Miller, Community Development Director**

**SUMMARY:** The Elgin Main Street Board is appointed by the City Council to coordinate the downtown revitalization program following the Main Street Four Point Approach and is staffed by Amy Miller, Community Development Director. The board has a vacant position, due to resignation of Cristin Embree. She resigned due to time constraints. The board typically meets on the 3<sup>rd</sup> Thursday of the month at 7:30am. Board Members include Ed Rivers, Dorothy McCarther, Bob Haisler, Stacey Gruetzner, Renee Girling, Stacey VanLandingham, Jamie Hausladen, and Theresa McShan.

**RECOMMENDATION(S):** Appoint Allan Tolbert to the vacant position on the Main Street Board with a term expiring December 31, 2015.

**ATTACHMENT:** 1-Allan Tolbert application









**COUNCIL MEETING:** October 20, 2015

**ITEM:** 9. Discussion and possible action regarding appointments to the Historic Review Board.

**RESOURCE PERSON(S):** **Kerry Lacy, City Manager**  
**Amy Miller, Community Development Director**

**SUMMARY:** The Historic Review Board is appointed by the City Council to review projects in the historic district that are visible from the public right of way, such as facades and signs. The board is staffed by Amy Miller, Community Development Director and Gary Cooke, Planning & Development Director. This program is part of the Certified Local Government program through the Texas Historic Commission. Board members include Molly Alexander, Ed Rivers, Melissa Cole, and Margo Sawyer. The board typically meets on the 4<sup>th</sup> Tuesday of the month at 7:30am in the City Hall Annex. These terms were filled by Annie Lee Haywood, who resigned due to medical concerns and Cristin Embree who resigned due to time constraints. One vacancy remains for a term expiring December 31, 2016. This term was filled by Vicki Goodrich who is moving to Georgetown. The board includes Ed Rivers, Molly Alexander, Margo Sawyer, and Melissa Cole.

**RECOMMENDATION(S):** Appoint Allan Tolbert to the Historic Review Board for a term to expire on December 31, 2015 and appoint Melissa Ladd to the Historic Review Board for a term to expire on December 31, 2015.

**ATTACHMENT:**

**1-Ladd Application**

**2-Allan Tolbert application**



## Lucretia Alvarez

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**From:** noreply@civicplus.com  
**Sent:** Wednesday, September 2, 2015 7:28 AM  
**To:** Lucretia Alvarez  
**Subject:** Online Form Submittal: Application for Community Boards

### Application for Community Boards

#### Step 1

|                                                                         |                             |
|-------------------------------------------------------------------------|-----------------------------|
| First Name                                                              | Melissa                     |
| Last Name                                                               | Ladd                        |
| Telephone                                                               | <i>Field not completed.</i> |
| Telephone                                                               | <i>Field not completed.</i> |
| Telephone                                                               | 512-589-0188                |
| Address                                                                 | 100 East 1st #102           |
| City                                                                    | Elgin                       |
| State                                                                   | TX                          |
| Zip Code                                                                | 78621                       |
| Mailing Address                                                         | P O Box 6326                |
| City                                                                    | Austin                      |
| State                                                                   | TEXAS                       |
| Zip Code                                                                | 78762                       |
| Email Address                                                           | mladd8@yahoo.com            |
| Is email a way of contacting you promptly?                              | Yes                         |
| If not, how?                                                            | <i>Field not completed.</i> |
| Which of the Following Boards or Commissions Would You Like to Serve On | Historic Review Board       |

If you apply for multiple boards/commissions, please rank your preferences as 1st, 2nd, 3rd, etc.

*Field not completed.*

|               |                                |
|---------------|--------------------------------|
| Reference 1   | Cynthia Clarke                 |
| Email Address | cynthia@clarkekentplumbing.com |
| Address       | 11502 Hobbiton Trail           |
| City          | Austin                         |
| State         | TX                             |
| Zip Code      | 78739                          |
| Phone Number  | 512-461-3981                   |
| Fax Number    | <i>Field not completed.</i>    |
| Reference 2   | Kerrie Richert                 |
| Email Address | gsp4jim@aol.com                |
| Address       | 533 Cr 325                     |
| City          | Bertram                        |
| State         | TX                             |
| Zip Code      | 78605                          |
| Phone Number  | 512-773-7362                   |
| Fax Number    | <i>Field not completed.</i>    |
| Reference 3   | Cynthia Schiebel               |
| Email Address | cschiebel@austin.rr.com        |
| Address       | 2313 S. 2nd St                 |
| City          | Austin                         |
| State         | TX                             |
| Zip Code      | 78704                          |
| Phone Number  | 512--422-2508                  |

|                                                                                                                                             |                                                                                                                                                                                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Occupation and/or Area(s) of Expertise                                                                                                      | Accounting, managed Art Gallery, photography                                                                                                                                                                                                                                                             |
| Education                                                                                                                                   | 2nd yr college                                                                                                                                                                                                                                                                                           |
| <b>Additional Pertinent Information</b>                                                                                                     |                                                                                                                                                                                                                                                                                                          |
| Do you reside within the City Limits of Elgin?                                                                                              | Yes                                                                                                                                                                                                                                                                                                      |
| If yes, how long?                                                                                                                           | Field not completed.                                                                                                                                                                                                                                                                                     |
| What Ward?                                                                                                                                  | Field not completed.                                                                                                                                                                                                                                                                                     |
| Do you reside within the Elgin Independent School District?                                                                                 | Yes                                                                                                                                                                                                                                                                                                      |
| Do you own property or a business in the Elgin Area?                                                                                        | Yes                                                                                                                                                                                                                                                                                                      |
| If yes, please specify business name and/or property location                                                                               | in process of buying 28 N. Main                                                                                                                                                                                                                                                                          |
| Are you a registered voter?                                                                                                                 | Yes                                                                                                                                                                                                                                                                                                      |
| Are you currently serving on any other City of Elgin Board/Commission/Committee?                                                            | No                                                                                                                                                                                                                                                                                                       |
| If yes, please indicate name                                                                                                                | Field not completed.                                                                                                                                                                                                                                                                                     |
| Recognizing that serving on a Board or Commission is often time consuming, are you committed to attending all regularly scheduled meetings? | Yes                                                                                                                                                                                                                                                                                                      |
| If not, why?                                                                                                                                | Field not completed.                                                                                                                                                                                                                                                                                     |
| Why would you like to serve on the selected Board or Commission?                                                                            | I am buying an historical building and have enjoyed learning about the process both in Elgin and the State of Texas. I'm interested in maintaining the buildings, but making it a business friendly effort to renovating process. How we can make them efficient, cost effective and maintain integrity. |
| Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest?                        | No                                                                                                                                                                                                                                                                                                       |



Do you have your employer's support to serve on a Board or Commission? Yes

Board members are required to participate in training and obtain a certificate of completion for the Texas Open Meetings Act and Public Information Act within 90 days after date of appointment.

Do you agree to complete any training necessary for the Board or Commission? Yes

How did you hear of the available position(s)? Amy Miller

Completing and submitting this application does not guarantee your placement on a city board. Your application will be reviewed and kept on file for 2 years for possible placement of an opening on a Board or Commission.

Signature of Applicant Melissa Ladd

Date 9/2/2015

Email not displaying correctly? [View it in your browser.](#)









**COUNCIL MEETING:** October 20, 2015

**ITEM:** 10. Discussion and Action to consider a resolution authorizing the Elgin Economic Development Corporation to spend an amount greater than \$10,000 per State Statutes. Specifically to award a Mega Grant of \$14,604 to Nathan Mackey Jr. and Jerry Eason of Eva Mae's Kitchen who spent \$58,418 remodeling the 313 North Main Street building thus creating jobs and expanding the City of Elgin tax base.

**RESOURCE PERSON(S):** **Kerry Lacy, City Manager**  
**Joe Newman, EDC Director**

**SUMMARY:** The Elgin Economic Development Corp. board of directors voted to authorize this project at their September 8, 2015 meeting, but needs Council authorization to ratify the purchase since it is over \$10,000.

**RECOMMENDATION(S):** Approval by resolution is recommended.

**ATTACHMENT:** 1-Resolution 2015-10-20-12

**RESOLUTION NO. 2015-10-20-12**

**RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING THE EXPENDITURE OF \$14,604 BY THE ELGIN ECONOMIC DEVELOPMENT CORPORATION FOR NATHAN MACKEY JR. & JERRY EASON'S 313 N. MAIN STREET BUILDING REMODELING PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO**

WHEREAS, the City of Elgin, Texas (the "City") has caused to be created the Elgin Economic Development Corporation (the "Corporation") pursuant to the provisions of Chapter 505 of the Texas Local Government Code, being the ( "Act"); and

WHEREAS, the Corporation desires to expend \$14,604 to pay for Nathan Mackey Jr. & Jerry Eason's Mega Grant of 313 N. Main Street building remodeling project (Eva Mae's Kitchen); and

WHEREAS, solely for satisfying the requirements of the Act, and for no other purposes whatsoever, the City is willing to approve said expenditures;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elgin, Texas:

1. That the above recitals are true and correct.
2. That the City hereby approves the expenditure of up to \$14,604.

That it is officially found and determined that this approval is given solely to satisfy the requirements of the Act and for no other purpose whatsoever. In particular, the City shall have no liability whatsoever in regard to the expenditures, which will be solely the liability of the Corporation.

Adopted on this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF ELGIN, TEXAS

By: \_\_\_\_\_  
Marc Holm, Mayor

ATTEST:

By: \_\_\_\_\_  
Lucretia Alvarez, City Secretary



**COUNCIL MEETING:** October 20, 2015

**ITEM:** 11. Discussion and Action to consider a resolution authorizing the Elgin Economic Development Corp. to spend an amount greater than \$10,000 per State Statutes. Specifically to award a Mega Grant of \$25,000 to Allan Tolbert who spent \$150,000 remodeling his 101 North Main Street building thus creating jobs and expanding the City of Elgin tax base.

**RESOURCE PERSON(S):** **Kerry Lacy, City Manager**  
**Joe Newman, EDC Director**

**SUMMARY:** **The Elgin Economic Development Corporation board of directors voted to authorize this project at their September 8, 2015 meeting, but needs Council authorization to ratify the purchase since it is over \$10,000.**

**RECOMMENDATION(S):** **Approval of resolution is recommended.**

**ATTACHMENT:** **1-Resolution 2015-10-20-13**



**RESOLUTION NO. 2015-10-20-13**

**RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING THE  
EXPENDITURE OF \$25,000 BY THE ELGIN ECONOMIC DEVELOPMENT CORPORATION FOR  
ALLAN TOLBERT'S 101 N. MAIN STREET BUILDING REMODELING PROJECT AND  
MAKING CERTAIN FINDINGS RELATED THERETO**

WHEREAS, the City of Elgin, Texas (the "City") has caused to be created the Elgin Economic Development Corporation (the "Corporation") pursuant to the provisions of Chapter 505 of the Texas Local Government Code, being the ( "Act"); and

WHEREAS, the Corporation desires to expend \$25,000 to pay for Allan Tolbert's Mega Grant of 101 N. Main Street building remodeling project; and

WHEREAS, solely for satisfying the requirements of the Act, and for no other purposes whatsoever, the City is willing to approve said expenditures;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elgin, Texas:

1. That the above recitals are true and correct.
2. That the City hereby approves the expenditure of up to \$25,000

That it is officially found and determined that this approval is given solely to satisfy the requirements of the Act and for no other purpose whatsoever. In particular, the City shall have no liability whatsoever in regard to the expenditures, which will be solely the liability of the Corporation.

Adopted on this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF ELGIN, TEXAS

By: \_\_\_\_\_  
Marc Holm, Mayor

ATTEST:

By: \_\_\_\_\_  
Lucretia Alvarez, City Secretary



**COUNCIL MEETING:** October 20, 2015

**ITEM:** 12. Discussion and Action to consider a resolution authorizing the Elgin Economic Development Corporation to spend an amount greater than \$10,000 per State Statutes. Specifically to award a Mega Grant of \$25,000 to Mi Celine Market who spent \$570,000 for new building at 611 S. Main Street thus creating jobs and expanding the City of Elgin tax base.

**RESOURCE PERSON(S):** **Kerry Lacy, City Manager**  
**Joe Newman, EDC Director**

**SUMMARY:** The Elgin Economic Development Corp. board of directors voted to authorize this project at their September 8, 2015 meeting, but needs Council authorization to ratify the purchase since it is over \$10,000.

**RECOMMENDATION(S):** Approval of resolution is recommended.

**ATTACHMENT:** **1-Resolution 2015-10-20-14**

**RESOLUTION NO. 2015-10-20-14**

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING THE EXPENDITURE OF \$25,000 BY THE ELGIN ECONOMIC DEVELOPMENT CORPORATION FOR A MEGA GRANT OF \$25,000 FOR ELGIN PROJECT, LLC (MI CELINE) 611 S. MAIN STREET PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, the City of Elgin, Texas (the “City”) has caused to be created the Elgin Economic Development Corporation (the “Corporation”) pursuant to the provisions of Chapter 505 of the Texas Local Government Code, being the ( “Act”); and

WHEREAS, the Corporation desires to expend \$25,000 to pay for Mi Celine Market Mega Grant at 611 S. Main Street building project; and

WHEREAS, solely for satisfying the requirements of the Act, and for no other purposes whatsoever, the City is willing to approve said expenditures;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elgin, Texas:

1. That the above recitals are true and correct.
2. That the City hereby approves the expenditure of up to \$25,000.

That it is officially found and determined that this approval is given solely to satisfy the requirements of the Act and for no other purpose whatsoever. In particular, the City shall have no liability whatsoever in regard to the expenditures, which will be solely the liability of the Corporation.

Adopted on this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF ELGIN, TEXAS

By: \_\_\_\_\_  
Marc Holm, Mayor

ATTEST:

By: \_\_\_\_\_  
Lucretia Alvarez, City Secretary





**COUNCIL MEETING:** October 20, 2015

**ITEM:** 13. Discussion and Action to consider a resolution authorizing the Elgin Economic Development Corporation to sell Allan Tolbert 2.306 acres of land in the Elgin Business Park for \$50,000 thus creating jobs and expanding the City of Elgin tax base. This is not a budgeted item and will necessitate amending EEDC's budget. This agreement also provides an incentive to rebate a portion or all of the \$50,000 after building(s) are completed per attached contract.

**RESOURCE PERSON(S):** **Kerry Lacy, City Manager**  
**Joe Newman, EDC Director**

**SUMMARY:** **The Elgin Economic Development Corp. board of directors voted to authorize this project at their August 11, 2015 meeting, but needs Council authorization to ratify the contract.**

**RECOMMENDATION(S):** **Approval of resolution is recommended.**

**ATTACHMENT:** **1-Resolution 2015-10-20-15**  
**2-Tolbert contract**

**RESOLUTION NO. 2015-10-20-15**

**RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING THE  
EXPENDITURE OF UP TO \$50,000 BY THE ELGIN ECONOMIC DEVELOPMENT  
CORPORATION FOR ALLAN TOLBERT'S SPEC BUILDINGS IN THE ELGIN BUSINESS PARK  
PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO**

WHEREAS, the City of Elgin, Texas (the "City") has caused to be created the Elgin Economic Development Corporation (the "Corporation") pursuant to the provisions of Chapter 505 of the Texas Local Government Code, being the ( "Act"); and

WHEREAS, the Corporation desires to expend up to \$50,000 as incentive for Allan Tolbert's Spec Building project in the Elgin Business Park; and

WHEREAS, solely for satisfying the requirements of the Act, and for no other purposes whatsoever, the City is willing to approve said expenditures;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elgin, Texas:

1. That the above recitals are true and correct.
2. That the City hereby approves the expenditure of up to \$50,000.

That it is officially found and determined that this approval is given solely to satisfy the requirements of the Act and for no other purpose whatsoever. In particular, the City shall have no liability whatsoever in regard to the expenditures, which will be solely the liability of the Corporation.

Adopted on this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF ELGIN, TEXAS

By: \_\_\_\_\_  
Marc Holm, Mayor

ATTEST:

By: \_\_\_\_\_  
Lucretia Alvarez, City Secretary

## **REAL ESTATE CONTRACT**

THIS REAL ESTATE CONTRACT ("Contract") is made by the ELGIN ECONOMIC DEVELOPMENT CORPORATION (referred to in this Contract as "Seller") and ALLAN TOLBERT (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

### **ARTICLE I PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 2.306 acre tract of land in Bastrop County, being more particularly described in Exhibit "A" attached hereto and incorporated herein;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

### **ARTICLE II PURCHASE PRICE**

#### **Purchase Price**

2.01. The Purchase Price for the Property, any improvements thereon, and any damage or cost of cure for the remaining Property of Seller shall be the sum of FIFTY THOUSAND and 00/100 Dollars (\$50,000.00).

#### **Payment of Purchase Price**

2.02. The Purchase Price shall be payable in cash at the Closing.

#### **Special Provisions**

2.03. As additional compensation and consideration for the purchase of the Property, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees to construct, to a rough shell stage, a minimum of 6,000 square feet of buildings on the Property.

2.04 In the event Purchaser fails to complete the requirements of 2.03 above, within twenty four (24) months of the effective date of this Contract, the Property will revert to and vest



in Seller, and Seller will be entitled to take immediate possession of the Property and to record in the Official Public Records of Bastrop County, Texas, an instrument confirming that title to the Property has reverted to Seller. Seller will have the right to exercise the right of re-entry hereunder, to re-take title to the Property free and clear of any claims whatsoever of Purchaser, its successors and assigns, and to immediately repossess the Property without the need of any court action. Purchaser agrees, upon demand, to execute, acknowledge and deliver to Seller any and all instruments that may be requested by Seller to confirm or evidence the reversion of the Property to Seller; provided, however, that Purchaser will have 30 days to notify Seller if Purchaser contests Seller's right to exercise its right of reverter. If Purchaser fails to contest Seller's rights and fails to execute, acknowledge and deliver any such instruments within 30 days following Seller's written demand, then Seller will have the right, in addition to any other remedies Seller may have, to execute, acknowledge and deliver such requested instruments as Purchaser's agent and attorney in fact, and Purchaser hereby irrevocably names, constitutes and appoints Seller as Purchaser's proper and legal agent and attorney-in-fact for such purpose. The power of attorney granted hereunder is and will be coupled with an interest. The foregoing notwithstanding, Seller's title to the Property in the event of reversion will be subject to easements for any underground utilities previously constructed within the Property. This provision shall survive closing.

2.05 Purchaser shall be entitled to a refund of a portion or all of the purchase price based upon the number of square feet of building constructed by Purchaser. For every one (1) square foot of building constructed to the extent of the rough shell stage (which, at a minimum, includes construction and installation of the slab, exterior walls, roof, parking, and landscaping), Purchaser shall receive a refund of the purchase price equal to \$5.00, up to a maximum refund equal to the total purchase price (\$50,000.00). This provision shall survive closing for a period of 24 months.

### **ARTICLE III PURCHASER'S OBLIGATIONS**

#### **Conditions to Purchaser's Obligations**

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

#### **Miscellaneous Conditions**

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

**ARTICLE V**  
**CLOSING**  
Closing Date

5.01. The Closing shall be held at the office of Independence Title Co. on or before October 15, 2015, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;

- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) Deliver to Purchaser possession of the Property if not previously done.

#### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

#### Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

#### Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Seller.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Seller.
- (3) All other closing costs shall be paid equally between Buyer and Seller.
- (4) Attorney's fees paid by each respectively.

### **ARTICLE VI BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

### **ARTICLE VII BREACH BY PURCHASER**



In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

## **ARTICLE VIII MISCELLANEOUS**

### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

### Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bastrop County, Texas.

### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

### Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

### Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is executed below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

*[signature pages follow]*

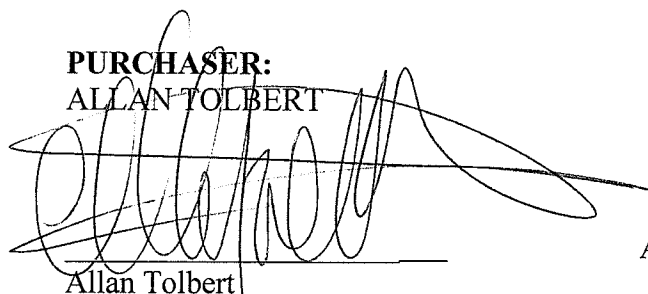
**SELLER:**  
ELGIN ECONOMIC DEVELOPMENT CORP.

By: \_\_\_\_\_  
Jeff Carter, President

Address: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**PURCHASER:**  
ALLAN TOLBERT



\_\_\_\_\_

Allan Tolbert

Address: 1363 Red Town Road

ELGIN TEXAS 76321

Date: 9/22/2015