



**AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, DECEMBER 1, 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. Receive public input on the proposed annexation by the City of Elgin, Texas and the proposed service plans the City will provide.

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 October 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

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 November 3, 2015.

Kerry Lacy, City Manager

Lucretia Alvarez, City Secretary

UNFINISHED BUSINESS

None

NEW BUSINESS

1. Discussion and action to consider a Resolution reaffirming civil rights provisions previously enacted by the City Council of the City of Elgin in connection with the Texas Community Development Block Grant Programs (TxCDBG).
Kerry Lacy, City Manager
Gandolf Burrus, Grant Development Services
Amy Miller, Community Development Director
Laura Schwartz, Purchasing Agent / Finance Administrator
2. Discussion and action to consider a Resolution designating authorized signatures for Contractual and Grant Fund Documents in connection with the Texas Community Block Grant Program (TxCDBG) for use in the Main Street Project Number 7214372 and 2015 Community Development Fund Contract Number 7215151.
Kerry Lacy, City Manager
Amy Miller, Community Development Director
Laura Schwartz, Purchasing Agent / Finance Administrator
3. Discussion and action to enter into contractual services with Langford Community Management Services in regards to administrative services for the Texas Community Development Block Grant (TxCDBG) Contract #7215151.
Kerry Lacy, City Manager
Amy Miller, Community Development Director
Laura Schwartz, Purchasing Agent / Finance Administrator
4. Discussion and action to enter into contractual services with TRC Solutions in regards to engineering services for the Texas Community Development Block Grant (TxCDBG) Contract # 7215151.
Kerry Lacy, City Manager
Amy Miller, Community Development Director
Laura Schwartz, Purchasing Agent / Finance Administrator
5. Discussion and action to consider approval and adoption of a proposed Ordinance to prohibit firearms and handguns into public premises holding public meetings under the Texas Open Meetings Act.
Kerry Lacy, City Manager
Lucretia Alvarez, City Secretary
Chris Bratton, Police Chief

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 Wednesday, November 25, 2015 before 5:00 p.m. in accordance with Chapter 551 of the Texas Government Code.

Lucretia Alvarez
Lucretia Alvarez, City Secretary



COUNCIL MEETING: December 1, 2015

ITEM: 1. Receive public input on the proposed annexation by the City of Elgin, Texas and the proposed service plans the City will provide.

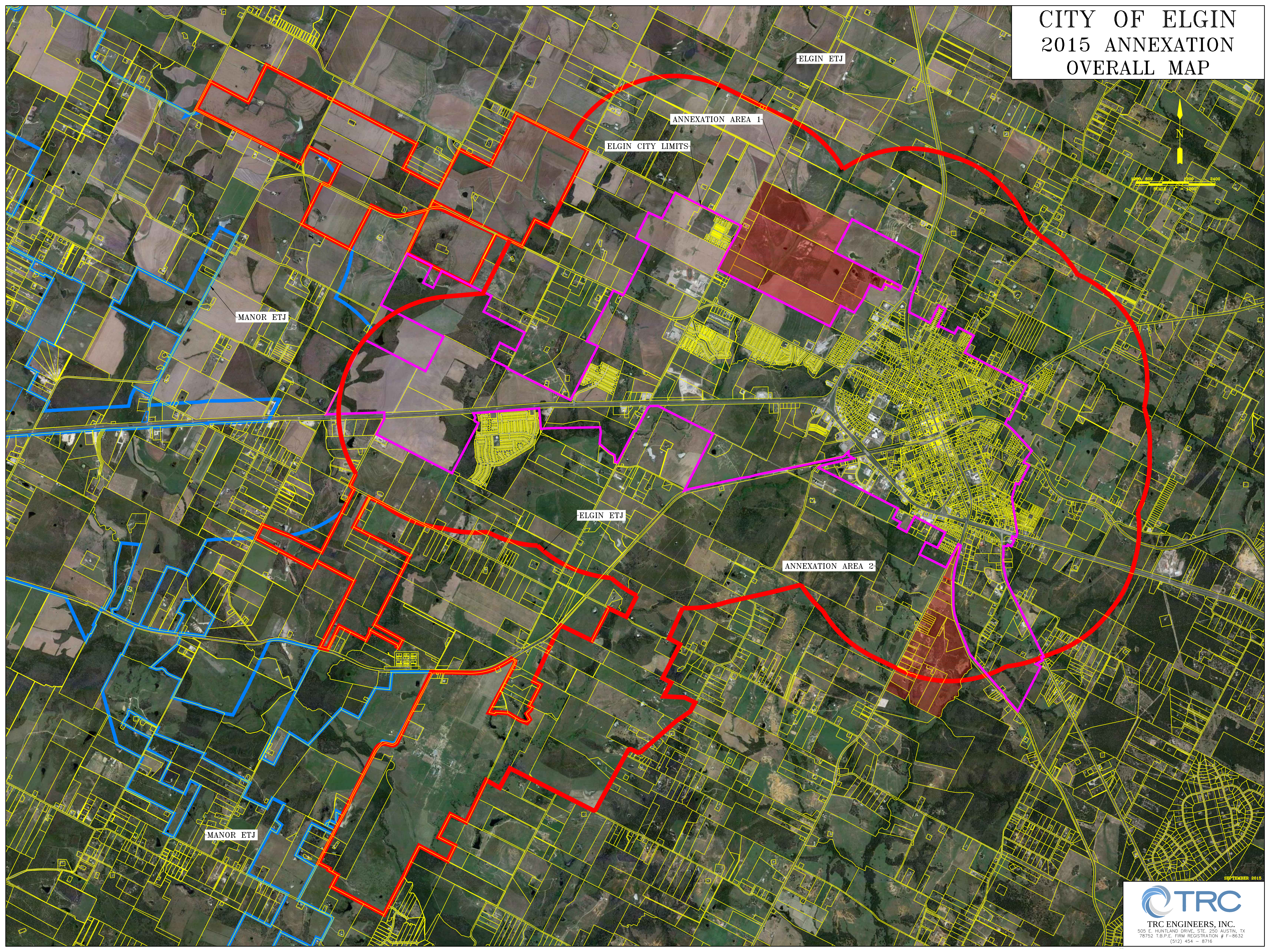
RESOURCE PERSON(S): **Kerry Lacy, City Manager**
Gary N. Cooke, Planning and Development Director

SUMMARY: This is the second of two public hearings to receive citizen input regarding the proposed annexation and proposed service plans.

RECOMMENDATION(S): None.

ATTACHMENT: **1-Maps**
2-Area 1 Service Plans
3-Area 2 Service Plans

CITY OF ELGIN 2015 ANNEXATION OVERALL MAP



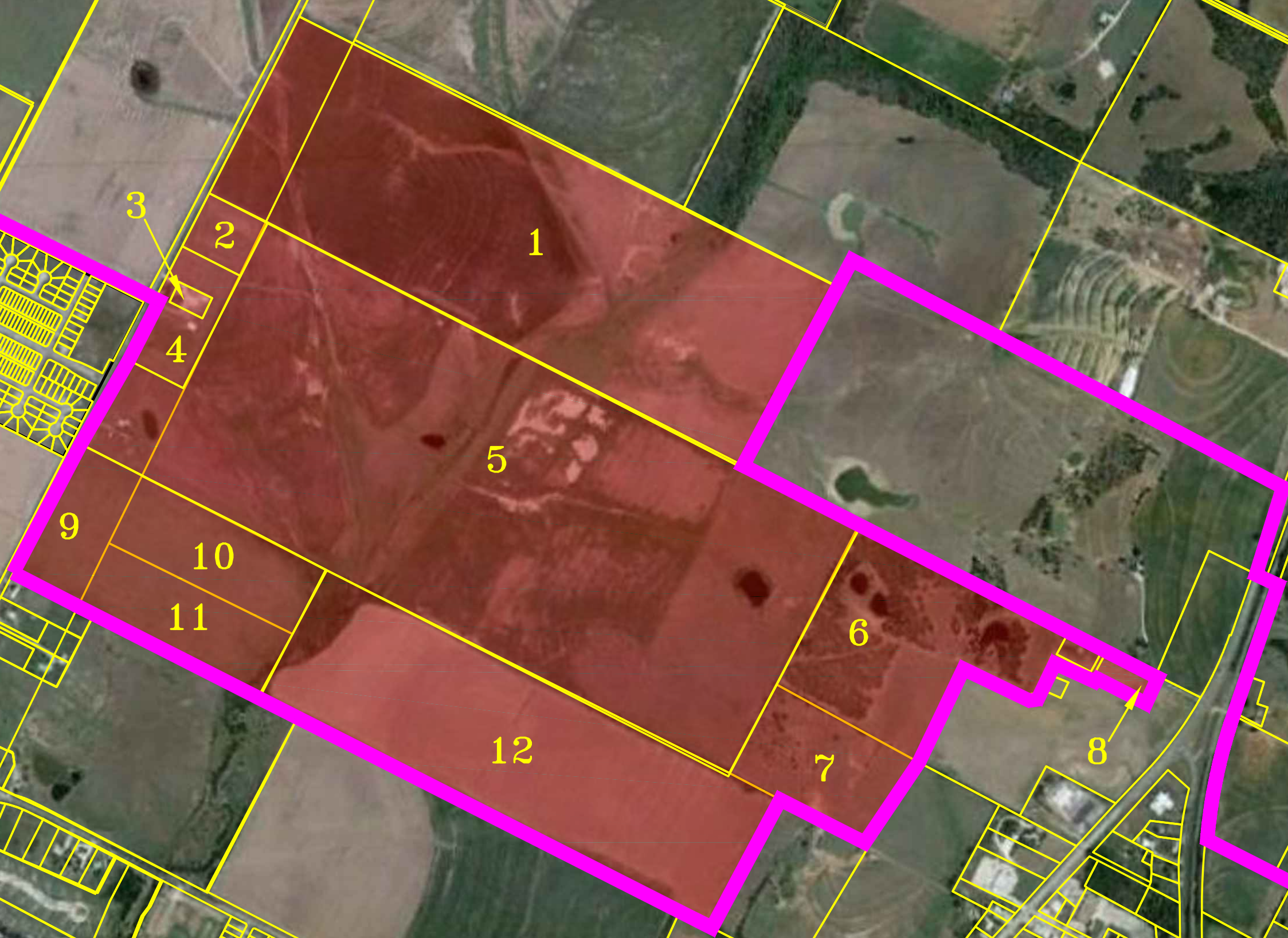
CITY OF ELGIN AREA 1

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:

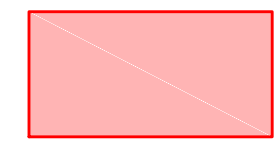
ANNEXATION

ELGIN CITY LIMITS



CITY OF ELGIN AREA 2

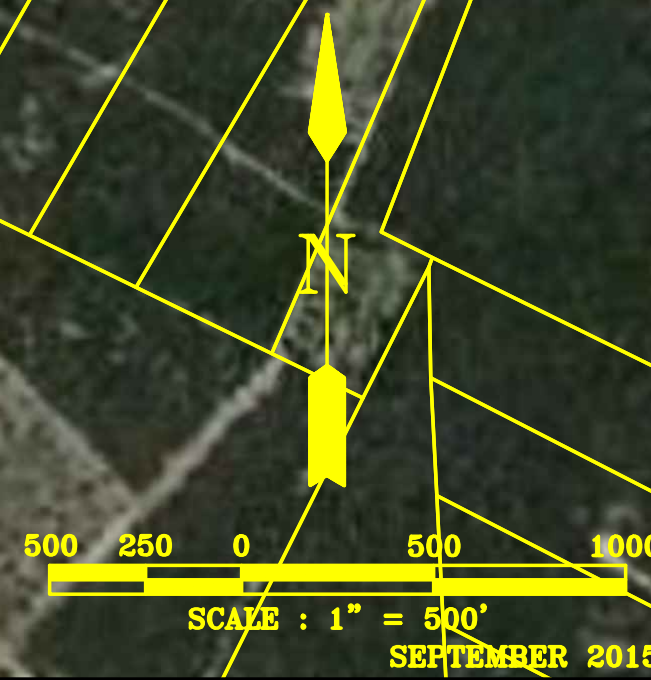
LEGEND:



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 th , 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 th , 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 th , 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 th , 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 th , 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 th , 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 th , 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 2C – 1.00 Acres

PROVISION OF SERVICES PLAN

Date:	October 7 th , 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 th , 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 th , 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 th , 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 th , 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 th , 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 th , 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 th , 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 th , 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 th , 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 th , 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 th , 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 th , 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 th , 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 th , 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 th , 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 th , 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 th , 2015
Annexation Area:	11.10 Acres out of the Richard Young 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	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 South Main Street/FM 1704.



SECTION 2U – 89.60 Acres

PROVISION OF SERVICES PLAN

Date:	October 7 th , 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 th , 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 th , 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 th , 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 th , 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 th , 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 th , 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 th , 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 th , 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 th , 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 th , 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 th , 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 th , 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 th , 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 th , 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 th , 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 th , 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 th , 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: December 1, 2015

ITEM: 1. Monthly Department Reports for October 2015

RESOURCE PERSON(S): Kerry Lacy, City Manager

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

RECOMMENDATION(S): NA

ATTACHMENT:

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



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 10th 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.

CITY: ELGIN

MONTH/YEAR: October 2015

DATE SUBMITTED: 11-6-2015

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
October 15	Sip, Shop, Stroll, October 8 from 5-8 Hogeye Festival – all the details are falling in to place, hogunteers ae working hard – looks like a great festival Safe Trick or Treat Saturday October 31, 5-7
	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
October 7	Held National Night out block party October 6 for downtown, targeted flyers to downtown residents and emails to business owners. Downtown 78621 fall winter edition distributed second week of October – looks GREAT! Worked with Elgin Courier on the Elgin Experience magazine, featuring the Hogeye Festival. Looked great! Started on Downtown online inventory grant application with THC

PROMOTION:

Meeting Dates:	
October 15	Continuing with 1 st Saturday Sidewalk sales planning Shop Small Saturday for November, Holiday by tracks and pictures with Santa in December, Business Expo with Chamber – planning targeted participation for downtown businesses

DESIGN:

	Did not meet in October

ECONOMIC RESTRUCTURING:

Meeting Dates:	Update on projects or activities
September 28	Shop Elgin First campaign, Working on directory and map of downtown to be coordinated for placement with TXDOT -0 on hold till after Hogeye. 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):*
Worked on RFPs for engineering and grant management services for the Texas Capital Fund sidewalk grant.
3. Outlook. *Goals and challenges; plans for upcoming major projects such as public improvements etc.:*
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 with the information. Please provide event information as many months in advance as possible.*

Sip Shop and Stroll: November 12, 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.

Small Business Saturday: November 28, Check your change – you may be surprised to find Wheat Pennies when you shop downtown! - 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 find the perfect Christmas tree at Elgin Christmas tree farm or Evergreen Christmas tree farm 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: November 6, 2015
RE: Community Development Department Report October 2015

Projects

Elgin awarded CAMPO Transportation Alternatives grant for sidewalks on FM 1100, Hwy 95 North, and County Line Road

Shop Elgin First joint shop local campaign with EDC and Chamber, banners for Business Expo and developed Shop Small Saturday campaign.

CDBG Water line grant RFPs for engineering services and management services, review of RFPs, award recommendations made to council.

Texas Capital Fund Sidewalk grant RFPs for engineering services and management services, review of RFPs, award recommendations made to council.

Completed annual report for Main Street program, Texas Historic Commission

Coordinated Bike and Walk to school Day with Elgin ISD and Police department for November 10.

Provided historic review board assistance to 28 North Main and Melissa Ladd.

Met with investors considering property downtown.

Hogeye Festival Dessert contest and Pearls Before Swine Art show were held 10-22, very well attended.

Hogeye Festival was held on Saturday, October 24 despite 9 inches of rain.

Dedication of Shenandoah Trail was held.

Community Cleanup program held Community Clean-up day on October 17.

Organized downtown business participation in Safe trick or Treat. Event had great participation.

Held National Night Out party for downtown residents and businesses at Gypsy Blue.

Hosted regional planning partners lunch in Elgin.

Sip Shop and Stroll, every 2nd Thursday from 5-8 downtown

City of Elgin E-News

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

Boards & Committee, Seminars

CAMPO TAC meeting
Hogeye Festival Committee
Bastrop County Transportation Plan
Historic Review Board
Main Street Board
Promotion Tourism Committee
Bastrop County Transportation planning group
CAMP Swift JLUS committee

Upcoming Events

First Saturday Sidewalk Sales, Saturday November 7 Downtown
Sip Shop & Stroll November 12 from 5-8 downtown
Shop Elgin First Business Expo, Thursday November 19 4-7 High school cafetorium
Shop Small Saturday November 28 – Shop Local promotion with American Express
Holiday Concert with Elgin ISD Friday December 4, Veterans Memorial Park 6pm
Holiday by the Tracks & VDFD Lighted Parade, Saturday, December 5 downtown
Sip Shop & Stroll December 10 from 5-8 downtown

Public Works – October- 2015

Permanent utility cut / street repairs:

- Lexington Road – 3 each
- East Brenham Street – 2 each
- East 8th Street – 1 each
- North Avenue H – 1 each
- East 5th Street – 1 each
- North Avenue H – 1 each
- East 5th Street – 1 each
- South Avenue A – 1 each
- West Cleveland Street – 1 each
- Brown Street – 1 each
- Carver Street – 1 each
- Ila Street – 1 each
- Depot Street – 1 each
- North Avenue A – 1 each
- East Brenham Street – 2 each
- North Avenue C – 1 each

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:
 - Completed in October.

Right of Way and Easement mowing and maintenance – Ongoing

Trees and Brush:

- Removed dead tree in right of way at 300 North Avenue E.
- Removed down tree on Central Avenue.
- Removed low hanging limb at East 10th Street.

Signs:

Installed new Historical District Street sign at East 2nd Street and North Main Street.
Installed new Historical District Street sign at West 2nd Street and North Main Street.
Replaced seven stop signs in the Shenandoah Subdivision.
Repaired five school zone signs on County Line Road.
Installed two advisory signs on Shenandoah Trail.

Special Events: Hog Eye

Preliminary Logistics in preparation of.
Set up and take down tents.
Set up and take down stages.
Place and remove pink flags.
Return all Hog Eye material to storage.

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

UTILITY BILLING 2015**October**

Billed out	\$401,474.63	
Past due notices	712	\$82,333.33
Work orders-Cut offs	73	
Disconnected for non pmt	67	
Extension to pay 1st	51	
Extension due for disconnect	6	
Meter tamper fee	2/\$100	
After Hour turn on	5	
Accounts set to final	10	for non pmt

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

Library Report for the City October 2015

Circulation was down 30% from October 2014. Program visitors and patrons using computers statistics were up nicely.

Collection is 38,726 items

Children's librarian, Melinda Torres, attended training for the Bots 'n Books grant. We received 8 laptop computers and 8 robot building kits and training. In return we will need to do only one program with the equipment but many more plans are being made.

Literacy classes include Dual Language on Monday evenings, English as a second language (ESL) on Tuesday and Thursday evening with John Van Metre helping with citizenship applications on Monday and Wednesday evenings.

Programs were well attended in October. The Fall Festival on October 1st had 222 attendees. Sixty five people participated in the Day of the Dead celebration with sugar skull decorating and Ms. Poppy face-painting. Thirty four enjoyed the Halloween Soiree on the 31st. We gave away 500 spider web "READ" book marks with a genuine plastic spider ring taped onto it at the Safe Trick or Treat Trail. Last year we gave away 300 items so we will increase our number of items again.

Ms. Dolores is doing 2015 Texas Bluebonnet program with homeschooled students. They read and vote on the best book. It is a statewide program through Texas Library Association with most public schools participating.

Volunteers are dwindling in number as some have felt the background check/drug testing was too invasive. Others were happy to fill out and turn in the paperwork.

Categories	Units	Oct. '14	Oct. '15	Fiscal YTD'15	Fiscal YTD '16
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Total Circulation		8,989	6,928	8,989	6,928
+ or - Same month previous year	Percent	11%+	30%-		30%-
Additions					
Interlibrary Loans	Each	1	3	1	3
New Patrons	Each	93	84	93	84
Collection					
Items Added	Each	471	493	471	493
Items Withdrawn	Each	354	76	354	76
Total Collection	Each	38,154	38,726	38,154	38,726
General Statistics					
Gate Count		5,042	4,891	5,042	4,891
Hours Open	Each	179	177	179	177
Library Tours	Each	0	0	0	0
Program Visitors	Each	691	764	691	764
Public Computer Use	Hours	683	552	683	552
Patrons using computers	Each	716	842	716	842
Volunteer Hours	Each	397	168	397	168
Receipts					
		\$2,203	\$1,194	\$2,203	\$1,194
Civic Center Use					
City	Each	3	2	3	2
Library	Each	10	9	10	9
Public Rental	Each	0	3	0	3
Other - not for profit	Each	17	17	17	17
Total Civic Center Use		30	31	30	31

OFFICE OF COURT ADMINISTRATION

TEXAS JUDICIAL COUNCIL



OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month October

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 Nov 17, 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

CRIMINAL SECTION

City of CITY OF ELGIN

Month October Year 2015

	Traffic Misdemeanors			Non-Traffic Misdemeanors		
	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
1. Total Cases Pending First of Month:	12,721	12	0	1	2,460	18
a. Active Cases	8,846	10	0	1	1,262	1
b. Inactive Cases	3,875	2	0	0	1,198	17
2. New Cases Filed	134	0	0	0	84	0
3. Cases Reactivated	25	0	0	0	12	1
4. All Other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket	9,005	10	0	1	1,358	2
6. Dispositions Prior to Court Appearance or Trial						
a. Uncontested Dispositions	97	0	0	0	38	0
b. Dismissed by Prosecution	6	0	0	0	4	0
7. Dispositions at Trial:						
a: Convictions						
1) <i>Guilty Plea or Nolo Contendere</i>	0	0	0	0	15	0
2) <i>By the Court</i>	0	0	0	0	0	0
3) <i>By the Jury</i>	0	0	0	0	0	0
b: Acquittals:						
1) <i>By the Court</i>	0	0	0	0	0	0
2) <i>By the Jury</i>	0	0	0	0	0	0
c. Dismissed by Prosecution	0	0	0	0	2	0
8. Compliance Dismissals:						
a: After Driver Safety Course	7					
b: After Deferred Disposition	0	0	0	0	2	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	2					
g: All Other Transportation Code Dismissals	0	0	0	0	0	0
9. All Other Dispositions	5	0	0	1	3	0
10. Total Cases Disposed	117	0	0	1	64	0
11. Cases Placed On Inactive Status	17	0	0	0	11	0
12. Total Cases Pending End of Month:	12,738	12	0	0	2,480	18
a: Active Cases	8,871	10	0	0	1,283	2
b: Inactive Cases	3,867	2	0	0	1,197	16
13. Show Cause Hearings Held	5	0	0	1	13	0
14. Cases Appealed:						
a: After Trial	0	0	0	0	0	0

JUVENILE / MINOR ACTIVITY

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

ADDITIONAL ACTIVITY

Court CITY OF ELGIN		Number Given	Number Requests For Counsel
Month October	Year 2015		
1. Magistrate Warnings:			
a. Class C Misdemeanors		23	
b. Class A and B Misdemeanors		18	11
c. Felonies		5	5
			TOTAL
2. Arrest Warrants Issued:			
a. Class C Misdemeanors			28
b. Class A and B Misdemeanors			0
c. Felonies			0
3. Capiases Pro Fine Issued			9
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			2
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:			
a. Partial Satisfaction			0
b. Full Satisfaction			9
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit			15
16. Cases in Which Fine and Court Costs Waived for Indigency			2
17. Amount of Fines and Court Costs Waived for Indigency			\$422.50
18. Fines, Court Costs and Other Amounts Collected:			
a. Kept by City			\$19,426.76

Elgin Police Department
Monthly Report October 2015

CATEGORY	2015 October	2014 October	2013 October	2012 October	2011 October
Calls for Service					
Total Calls for Service	1151	1014	893	785	836
Police calls	771	673	551	527	481
Fire calls	93	59	39	43	34
Animal calls	101	119	75	90	65
Activity logs	171	151	63	121	250
City calls	15	12	9	4	6
Offense Reports					
Total Offense Reports	56	78	74	93	63
Active (Open) cases	11	31	12	20	24
Cases Inactivated	10	19	21	19	7
Cases Closed	2	2	3	5	2
Documentation (no crime)	0	0	1	13	2
Other	0	0	2	0	23
Unfounded	0	0	2	0	3
Referred to other agency	2	0	1	4	2
Citations					
Total Citations	356	279	289	131	370
Citations for violations	176	182	117	74	220
Warnings	180	97	172	57	150
Collisions					
Total Accidents	29	24	25	25	12
Major accidents (with injury)	2	1	1	1	0
Minor accidents (no injury)	22	18	18	18	9
Leaving the scene accidents	5	5	6	6	3
Alarms					
Business alarms	28	22	12	7	8
Residential alarms	0	7	11	8	11
Fire alarms	5	3	0	2	2
Arrests					
Felony arrests	4	5	7	11	3
Misdemeanor arrests	20	17	20	27	18
Other arrests	6	5	1	1	0
Animal Control					
Total Animal Control calls	101	119	75	90	65
Animal Cruelty calls	0	0	0	0	1
Canine Impounds	9	11	16	34	5
Feline Impounds	7	9	11	17	7
Citations issued	6	2	0	1	0
Bite Cases	2	1	2	2	4
Dead animal calls	5	12	11	2	7
Wildlife calls	13	17	5	3	19
Rabies cases	0	0	0	3	0
Rabies cases positive	0	0	0	0	0

TO: Elgin City Council and City Manager

RE: Economic Development Corp. Monthly Report by Joe Newman

Date: Tuesday, December 1, 2015 council meeting

- GREAT NEWS!!! The nursing home project has been okayed by the State. Their consultant had told me that it takes about a year to get an approval and he was really surprised to get an approval in only three months! He thinks that the excellent letters we provided was a key factor. They will begin looking for a site in January for the \$8-10 million dollar facility. He said it will be (by far) the best nursing home in the county.
- Gena Carter and I attended the Smart Growth conference in Bastrop. If anyone would like a copy of the handouts, just let me know. Interesting stuff.
- I attended the quarterly LCRA Regional Council board meeting in Lockhart and listened to John Hofmann, LCRA's Executive V.P. of Water Services give us an update. Interesting.
- As required by State law every other year, I attended the Economic Development Sales Tax training seminar in San Antonio. A few minor legislative changes were enacted last session, but nothing that directly affect Elgin or most EDCs.
- The sales tax allocation for November was up 8.32% vs. Nov. 2014. That puts us up 9.38% for the calendar year.
- A Regional Summit on Closing the Economic Divide was presented at the Bastrop Convention Center. Mayors from the largest city in each of the five counties participated. Mayor Holm represented Bastrop County's largest city---Elgin. The first speaker was Chet Garner, executive director and host of the very popular PBS television show "The Daytripper". Very entertaining. CAPCOG has lots of interesting data about population/housing/migration trends.
- Envision Elgin met and the group got updates on Community Development & Sustainable Growth; Tourism Marketing; Education; and Betsy Erwin, ACC Campus Manager told of the planned expansion of the campus and participants then toured the ACC building.
- The EEDC Board will be considering a preliminary mega-grant December 17 for the old City Café that is now under contract. Kerry Lacy, Amy Miller, Jim Cazares and I met with the husband and wife team who plan to start remodeling in January. NOTE: We've had this property under contract before, but I believe this time it will officially close.
- The board will also be considering expanding utilities into the three lots recently purchased in the Elgin Business Park.

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.

Joe Newman

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

Michael Gonzalez
Parks and Recreation Program Manager
mgonzalez@ci.elgin.tx.us 512-285-6190



October Parks Summary 2015	
Facility	Number of uses
Park/ Pavilion Rental	13
Ball Field Rental	55
Fleming Community Center	56
Deposits	\$1,395.50

Projects/programs

Hogeye Festival: The Parks Department assisted with the 2015 Hogeye Festival. Due to severe weather most of the festival was moved indoors and we assisted with logistics and working around the difficult weather situation with the Festival Chairs and with Amy Miller. With additional help next year we expect to be able to assist with the Festival even more.

New Park Employees: The Parks Department held interviews for 4 new Park maintenance personnel and expect to hire them in the first part of November. The Department has a good pool of applicants to choose from. With the ability to pay better wages in this physical year we had a stronger response to our application process and plenty of skill to choose from. I am excited to start working with new employees and get them motivated to work in the parks.

Safe Trick or Treat Trail: This program was a widely successful. Families in the community came and enjoyed an evening of trick or treating in Downtown Elgin. We estimate around 1500 people attended walking through downtown and Veterans Park and also visiting the Elgin Volunteer Fire Department and First Baptist Church.

Flood Recovery: A flooding report of damages in late October 2015 and what repairs will cost has been given to the finance department to help with processing this natural disaster situation. Most of the Parks endured very little damage with the exception of Shenandoah Park. Shenandoah Soccer Park had up to 3 feet of water in some areas. Water coming from Elm Creek, displaced gravel from the parking lot and granite from the walking trail. We will set our parks crew to certain repairs and working with the Elgin Youth Soccer Association try to get the soccer fields in playing condition soon as possible.

Goals for November 2015

- Get new crew trained and working in the parks
- Start a Fleming Center landscaping project
- Meet with our architect on the design of the Recreation Center

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

Type of Inspections	Oct-14	Oct-15	Fiscal Yr. To Date	Calendar Yr. To Date
Building	32	49	49	610
Electrical	28	39	39	531
Plumbing	74	30	30	559
Gas	2	29	29	324
Mechanical	8	18	18	242
TOTAL	144	165	165	2266
Building				
Permits	38	14	14	190
Value	\$ 4,209,860.00	\$ 1,361,169.49	\$ 1,361,169.49	\$ 15,269,207.68
Fees	\$ 28,370.80	\$ 4,229.50	\$ 4,229.50	\$ 97,991.26
Electrical				
Permits	22	5	5	151
Fees	\$ 3,712.50	\$ 970.00	\$ 970.00	\$ 27,147.50
Plumbing				
Permits	27	5	5	143
Fees	\$ 5,345.00	\$ 1,062.50	\$ 1,062.50	\$ 26,545.00
Gas				
Permits	24	5	5	114
Fees	\$ 2,657.50	\$ 780.00	\$ 780.00	\$ 14,230.00
Mechanical				
Permits	21	10	10	123
Fees	\$ 3,330.00	\$ 1,625.00	\$ 1,625.00	\$ 20,007.50
Total All Fees	\$ 43,415.80	\$ 8,667.00	\$ 8,667.00	\$ 185,921.26

Monthly Reports October 2015

Department 023 Water Treatment

Well # 10	468,000 Gallons
Well # 11	14,402,000 Gallons
Well # 14	1,299,000 Gallons
Well # 15	19,055,000 Gallons
Water loss due to leaks or flushing	300,000 Gallons
Total Water Pumped	34,924,000 Gallons

Chemicals Used

Chlorine	830 Pounds
Sequest	300 Pounds

Distribution Samples

Bacteriological Samples Taken	11
Average Chlorine Residual	1.62 mg/l
Violations	0

Department 024 Distribution

Line Repairs/New installations

Main Line Breaks	6
Service Line Breaks	12
Miscellaneous Repairs/Complaint Calls	9
New Connections/Taps	0
Installation of New Water Main	0

Department 026 Wastewater

Collections

Backups

Main Lines	3
Service Lines	6
After Hours Call-Outs	4

Line Repairs/New Installations

Curb Side Cleanout Caps Replaced	0
Curb Side Cleanouts Installed	0
Main Line Repairs	1
New Main Line Installed	0
New Taps Installed	0
Lines TV'd	0
Manholes Installed/Repaired	1

Lift Station Maintenance/Repairs

Hour Meter Reads/Daily Site Checks	9 Daily
Pumps Pulled	2
Pumps Installed	2
Pumps De-raged	2
Motors Pulled	1
Motors Installed	1
Electrical Issues (Repair/Replace Parts)	0
Floats Cleaned/Replaced	4
Grass/Weed Maintenance	0
After Hours Call Outs	8

Wastewater Treatment Plant**Maintenance/Repairs**

Pumps Pulled	2
Pumps Installed	2
Motors Pulled	2
Motors Installed	2
Control System/Electrical Repairs	2
Cleaned Wet Well Floats	2
Miscellaneous Repairs	8
After Hours Call-Outs	2

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	528,500 Gallons
Maximum Daily Flow	2,879,600 Gallons
Average Daily Flow	817,900 Gallons
Total Monthly Flow	25,353,600 Gallons

Effluent DO (Dissolved Oxygen) Average	7.46
Effluent Chlorine Residual Average	1.72 mg/l
Effluent pH Average	7.25
Total Phosphorus Average	0.095
CBOD (Carbonaceous Biochemical Oxygen Demand) Average	1.83
TSS (Total Suspended Solids) Average	2
Ammonia/Nitrates Average	0.215

Remarks



COUNCIL MEETING: December 1, 2015

ITEM: 1. Approval of minutes of the regular council meeting November 3, 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 November 3, 2015.

RECOMMENDATION(S): Approve the minutes of the regular council meeting on November 3, 2015.

ATTACHMENT: 1-Minutes for November 3, 2015

**MINUTES
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, NOVEMBER 3, 2015
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET
7:00 PM**

CALL TO ORDER

Mayor Marc Holm called the meeting to order at 7:06 p.m. with five members present.

Marc Holm, Mayor
Chris Cannon, Mayor Pro-Tem (absent)
Keith Joesel, Council Member (absent)
Sue Brashar, Council Member
Edward Maldonado, Council Member (arrived at 7:24)
Juan Gonzalez, Council Member
Mary Penson, Council Member
Jessica Bega, Council Member
Craig Fromme, Council Member (absent)
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 Fourth Quarter.
Kerry Lacy, City Manager
Sandy Ott, Library Director

Sandy Ott and Mayor Marc Holm presented the award to Gregory Gregg.

2. Presentation of Proclamation for Shop Small Saturday.
Kerry Lacy, City Manager
Amy Miller, Community Development Director
Joe Newman, Economic Development Director

Amy Miller stated the Shop Small Saturday promotion is to remind people to “Shop Elgin

First” to keep our tax dollars local.

REPORTS

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

City Manager Kerry Lacy stated the reports are informational only.

2. Fourth Quarter Investment Report.
Kerry Lacy, City Manager
Sidney LaQuey, Finance Director
Laura Schwartz, Purchasing Agent / Finance Assistant

Finance Director Sidney LaQuey presented the report to council.

CONSENT AGENDA

Council Member Sue Brashar made a motion to approve the Consent Agenda as presented, Council Member Jessica Bega seconded, and motion approved unanimously.

1. Approval of minutes of the special council meeting October 20, 2015.
Kerry Lacy, City Manager
Lucretia Alvarez, City Secretary

UNFINISHED BUSINESS

1. Discussion and action to consider a resolution for official ballot 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

Council Member Jessica Bega made a motion to approve the Resolution 2015-11-03-16 for official ballot for Bryan Bracewell as representative for City of Elgin to serve on the Board of Directors for Bastrop Central Appraisal District, Council Member Mary Penson seconded, and motion approved unanimously.

2. Discussion and action to consider a resolution for official ballot of a representative to serve Eastern Travis County on the Board of Directors for Travis Central Appraisal District.
Kerry Lacy, City Manager
Lucretia Alvarez, City Secretary

Council Member Sue Brashar made a motion to approve the Resolution 2015-11-03-17 for official ballot for Rico Reyes as representative to serve Eastern Travis County on the Board of Directors for Travis Central Appraisal District, Council Member Jessica Bega seconded, and motion approved unanimously.

NEW BUSINESS

1. Discussion and action to award the selection of a management services firm for 2015-2016 Community Development Block Grant Program Community Development Fund Contract No. 7215151.

Kerry Lacy, City Manager
Sydney Laquey, Finance Director
Amy Miller, Community Development Director
Doug Prinz, Utilities Director

Council Member Mary Penson made a motion to approve the selection of Langford Management Services for 2015-2016 Community Development Block Grant Program Community Development Fund Contract No. 7215151, Council Member Sue Brashar seconded, and motion approved unanimously.

2. Discussion and action to award the selection of engineering services for 2015-2016 Community Development Block Grant Program Community Development Fund Contract No. 7215151.

Kerry Lacy, City Manager
Sydney Laquey, Finance Director
Doug Prinz, Utilities Director
Amy Miller Community Development Director

Council Member Sue Brashar made a motion to approve the selection of TRC Engineers for 2015-2016 Community Development Block Grant Program Community Development Fund Contract No. 7215151, Council Member Juan Gonzalez seconded, and motion approved unanimously.

3. Discussion and action to award the selection of a management services firm for the Texas Capital Fund Main Street program grant Contract No. 7214372.

Kerry Lacy, City Manager
Amy Miller, Community Development Director
Sydney Laquey, Finance Director
Joe Parten, Public Works Director

Council Member Jessica Bega made a motion to approve the selection of Grant Development Services for the Texas Capital Fund Main Street program grant Contract No. 7214372, Council Member Mary Penson seconded, and motion approved unanimously.

4. Discussion and action to award the selection of an engineering services firm for the Texas Capital Fund Main Street program grant Contract No. 7214372.

Kerry Lacy, City Manager
Sydney Laquey, Finance Director
Amy Miller, Community Development Director

Joe Parten, Public Works Director

Council Member Sue Brashar made a motion to approve the selection of TRC Engineers for the Texas Capital Fund Main Street program grant Contract No. 7214372, Council Member Mary Penson seconded, and motion approved unanimously.

5. Discussion and action to consider approving a proposal from a selected contractor to renovate baseball field lighting at Thomas Memorial Park 411 Madison Street.
Kerry Lacy, City Manager
Michael Gonzalez, Parks and Recreation Director

Council Member Jessica Bega made a motion to approve GSD Electric to renovate the baseball field lighting at Thomas Memorial Park 411 Madison Street, Council Member Sue Brashar seconded, and motion approved unanimously.

EXECUTIVE SESSION

None

RECONVENE

None

ANNOUNCEMENTS

- FEMA awarded City over \$40,000.00 for first flood in May 2015.
- El Nino cycle is active; 1-4 inches of rain is expected Thursday, and more Saturday.
- New Parks Department is hiring a new crew of employees.
- Siva, the new Elgin Police dog has arrived for duty.
- Explorers were willing helpers for Hogeye Festival and Safe Trick or Treat.
- Recreation Center meetings are scheduled, and partnering opportunities for the community.

ADJOURNMENT

Mayor Marc Holm adjourned the meeting at 7:32 p.m.

APPROVED:

MARC HOLM
Mayor of Elgin, Texas

ATTEST:

LUCRETIA ALVAREZ
City Secretary of Elgin, Texas



COUNCIL MEETING: December 1, 2015

ITEM: 1. Discussion and action to consider a Resolution reaffirming civil rights provisions previously enacted by the City Council of the City of Elgin in connection with the Texas Community Development Block Grant Programs (TxCDBG).

RESOURCE PERSON(S): Kerry Lacy, City Manager
Gandolf Burrus, Grant Development Services
Amy Miller, Community Development Director
Laura Schwartz, Purchasing Agent / Finance Administrator

SUMMARY: Texas Department of Agriculture requires that the City Council reaffirm by resolution all required civil rights, equal opportunity, and citizen participation policies. These include Excessive Force Policy, Section 3 policy, Fair Housing Activities. These items are attached.

RECOMMENDATION(S): Recommend Council approve Resolution 2015-12-01-18 reaffirming civil rights provisions previously enacted by the City Council of the City of Elgin in connection with the Texas Community Development Block Grant Programs (TxCDBG).

ATTACHMENT: 1-Proposed Resolution 2015-12-01-18 for civil rights for CDBG grants
2-Excessive Force Resolution
3-Section 3

RESOLUTION No. 2015-12-01-18**The City of Elgin, Texas****Main Street Project #7214372 and 2015 Community Development Fund
Contract Number #7215151**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, REAFFIRMING CIVIL RIGHTS PROVISIONS PREVIOUSLY ENACTED BY THE CITY COUNCIL OF THE CITY OF ELGIN IN CONNECTION WITH THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS (TxCDBG) FOR USE IN IMPLEMENTING ITS MAIN STREET PROJECT #7214372 and 2015 Community Development Fund Contract Number #7215151.

WHEREAS, the City of Elgin, Texas, (hereinafter referred to as "City of Elgin") has been awarded TxCDBG funding through a TxCDBG grant for its Main Street Project #7214372 and 2015 Community Development Fund Contract Number #7215151 from the Texas Department of Agriculture (hereinafter referred to as "TDA");

WHEREAS, the City of Elgin, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

WHEREAS, the City of Elgin, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

WHEREAS, the City of Elgin, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the TxCDBG project area;

WHEREAS, the City of Elgin, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

WHEREAS, the City of Elgin, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

WHEREAS, the City of Elgin, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the TxCDBG contract, to affirmatively further fair housing;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN TEXAS, THAT THE CITY OF ELGIN TEXAS REAFFIRMS THE FOLLOWING:

1. Section 3 Policy (Form A1002);
2. Excessive Force Policy (Form A1003);

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Elgin, Texas held on December 1, 2015 by the following vote:

AYES:_____ **NAYES:**_____ **ABSENT:**_____

Marc Holm, Mayor

Attest:

Lucretia Alvarez, City Secretary

Resolution No. 98-04-01

Excessive Force Resolution



A resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstration, and providing penalties for violations thereof: In the following City of Elgin, County of Bastrop, State of Texas, as follows:

ARTICLE I

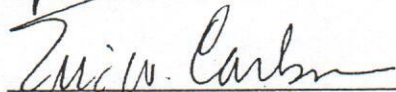
Section 1: It is the policy of the City of Elgin to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in nonviolent civil rights demonstrations. The City also prohibits the physical barring of any entrance to, or exit from, such a facility within its jurisdiction.

ARTICLE II

Section 1: It is the policy of the City to enforce this policy to the full extent allowed by law.

ARTICLE III

Passed and adopted by the City Council of Elgin, State of Texas, on the 21 day of April, 1998



Eric W. Carlson, Mayor

Attest: 
Shirley Garvel, City Secretary

RESOLUTION NO. 2012-06-05-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR OR HIS/HER DESIGNEE TO IMPLEMENT A SECTION 3 PROGRAM, WHICH TO THE GREATEST EXTENT FEASIBLE, WILL PROVIDE JOB TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR SECTION 3 BUSINESSES OF THE AREA IN WHICH THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (TXCDBG) PROGRAM/PROJECT IS BEING CARRIED OUT.

WHEREAS; the City of Elgin has been funded under the Texas Community Development Program, and

WHEREAS; the City of Elgin is required to adopt a Section 3 Program as part of the requirements of the grant(s), and

WHEREAS; a Section 3 resident is defined as a public housing resident and/or a low to very-low income person who lives in an area where a TxCDBG assisted project is located, and

WHEREAS; a Section 3 business is defined as a business that has a Section 3 resident own at least 51 percent or more of the business or have at least 30 percent of the permanent, full-time employees of the business identified as Section 3 residents:

WHEREAS; the City of Elgin will strive to attain goals for compliance with Section 3 regulations;

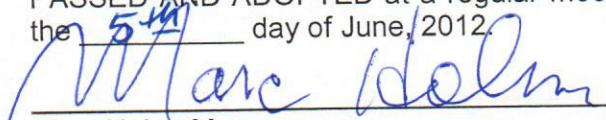
NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF ELGIN, TEXAS:

1. The City Council has reviewed and hereby agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the area in which the TxCDBG program/project is being carried out.
2. The City Council hereby agrees to strive to attain goals for compliance with Section 3 regulations by increasing opportunities for employment and contracting with Section 3 residents and businesses where feasible.
3. The City Council hereby agrees to assign duties related to implementation of this plan to the designated Section 504 and Equal Opportunity/Fair Housing Officer.
4. The City Council hereby agrees that the City will notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; local advertising media including public signage; and including Section 3 clauses in all TxCDBG solicitations and contracts.
5. The City Council hereby agrees to maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.

6. The City Council hereby agrees to maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
7. The City Council hereby agrees to require that all Prime contractors and subcontractors on TxCDBG projects with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required to the Grant Recipient.
8. The City Council hereby agrees to submit reports as required by the TxCDBG program regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of calendar year end which identify and quantify Section 3 businesses and employees.
9. The City Council hereby agrees to maintain records for the TxCDBG program, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

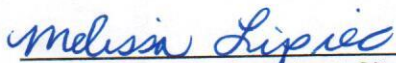
As officers and representatives of the City of Elgin, we the undersigned have read and fully agree and become a party to the full implementation of this program.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Elgin held on the 5th day of June, 2012.



Marc Holm, Mayor

ATTEST:



Melissa Lipiec, Assistant City Secretary





COUNCIL MEETING: December 1, 2015

ITEM: 2. Discussion and action to consider a Resolution designating authorized signatures for Contractual and Grant Fund Documents in connection with the Texas Community Block Grant Program (TxCDBG) for use in the Main Street Project Number 7214372 and 2015 Community Development Fund Contract Number 7215151.

RESOURCE PERSON(S): Kerry Lacy, City Manager
Amy Miller, Community Development Director
Laura Schwartz, Purchasing Agent / Finance Administrator

SUMMARY: Texas Department of Agriculture requires that the City Council pass a resolution designating authorized signatures for the Texas Community Block Grant Programs for use in the Main Street Project Number 7214372 and 2015 Community Development Fund Contract Number 7215151.

RECOMMENDATION(S): Recommend Council approve Resolution 2015-12-01-19 designating signatures for Contractual and Grant Fund Documents in connection with the Texas Community Block Grant Program (TxCDBG) for use in the Main Street Project Number 7214372 and 2015 Community Development Fund Contract Number 7215151.

ATTACHMENT: 1-Resolution to Authorize Signatures for CDBG Programs
2-Authorized Signature Form Contract #7215151
3-Authorized Signature Form Contract #7214372

RESOLUTION _____ AUTHORIZING SIGNATORIES

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS OF THE COUNTY OF BASTROP TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TxCDBG) CONTRACT NUMBER 7214372 and CONTRACT NUMBER 7215151.

WHEREAS, the City of Elgin, Texas has received a 2015 Texas Community Development Block Grant award to provide sidewalks/water/wastewater/road/other improvements, and;

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the Texas Department of Agriculture, and;

WHEREAS, an original signed copy of the TxCDBG *Depository/Authorized Signatories Designation Form (Form A202)* is to be submitted with a copy of this Resolution, and;

WHEREAS, the City of Elgin, Texas acknowledges that in the event that an authorized signatory of the City changes (elections, illness, resignations, etc.), the City must provide TxCDBG with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised TxCDBG *Depository/ Authorized Signatories Designation Form (Form A202)*.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, AS FOLLOWS:

The Mayor, Mayor Pro-Tem, City Manager, and Finance Director be authorized to execute contractual documents between the Texas Department of Agriculture and the City for the 2015 Texas Community Development Block Grant Program for contract number 7214372 and contract number 7215151.

The Mayor, Mayor Pro-Tem, City Manager, and Finance Director, be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the 2015 Texas Community Development Block Grant Program for contract number 7214372 and contract number 7215151.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF Elgin, TEXAS OF THE COUNTY OF Bastrop, TEXAS ON DECEMBER 1, 2015.

Marc Holm, Mayor

Attest:

Lucretia Alvarez, City Secretary

Depository/Authorized Signatories Designation Form

Grant Recipient **CITY OF ELGIN**TxCDBG Contract No. **7215151**

The individuals listed below are designated by resolution as authorized signatories for contractual documents.

Marc Holm	Kerry Lacy
_____ (Name)	_____ (Name)
Mayor	City Manager
_____ (Title)	_____ (Title)
_____ (Signature)	_____ (Signature)

In addition to the individuals listed above, the individuals listed below are designated by resolution as authorized signatories for the *Request for Payment Form* (Form A203)—(At least two (2) signatories required).

Marc Holm	Chris Cannon
_____ (Name)	_____ (Name)
Mayor	Mayor Pro-Tem
_____ (Title)	_____ (Title)
_____ (Signature)	_____ (Signature)

Kerry Lacy	Sidney LaQuey
_____ (Name)	_____ (Name)
City Manager	Finance Director
_____ (Title)	_____ (Title)
_____ (Signature)	_____ (Signature)

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form. Grant Recipients are strongly encouraged to use the sample resolution provided.

Depository/Authorized Signatories Designation Form

Grant Recipient **CITY OF ELGIN**TxCDBG Contract No. **7214372**

The individuals listed below are designated by resolution as authorized signatories for contractual documents.

Marc Holm	Kerry Lacy
_____ (Name)	_____ (Name)
Mayor	City Manager
_____ (Title)	_____ (Title)
_____ (Signature)	_____ (Signature)

In addition to the individuals listed above, the individuals listed below are designated by resolution as authorized signatories for the *Request for Payment Form* (Form A203)—(At least two (2) signatories required).

Marc Holm	Chris Cannon
_____ (Name)	_____ (Name)
Mayor	Mayor Pro-Tem
_____ (Title)	_____ (Title)
_____ (Signature)	_____ (Signature)

Kerry Lacy	Sidney LaQuey
_____ (Name)	_____ (Name)
City Manager	Finance Director
_____ (Title)	_____ (Title)
_____ (Signature)	_____ (Signature)

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form. Grant Recipients are strongly encouraged to use the sample resolution provided.



COUNCIL MEETING: December 1, 2015

ITEM: 3. Discussion and action to enter into contractual services with Langford Community Management Services in regards to administrative services for the Texas Community Development Block Grant (TxCDBG) Contract #7215151.

RESOURCE PERSON(S): **Kerry Lacy, City Manager**
Amy Miller, Community Development Director
Laura Schwartz, Purchasing Agent / Finance Administrator

SUMMARY: On November 3, 2015 City Council awarded grant management services for the 2015 Community Development Block Grant (TxCDBG) Contract Number 7215151 to Langford Community Management Services. Attached is contract for said agreement.

RECOMMENDATION(S): Recommend Council enter into contractual services with Langford Community Management Services in regards to administrative services for the Texas Community Development Block Grant Contract Number 7215151.

ATTACHMENT: 1-Langford Contract

MANAGEMENT/ADMINISTRATION SERVICES CONTRACT

PART I AGREEMENT

THIS AGREEMENT, entered into this 5th day of November, 2015, by and between the CITY OF ELGIN, hereinafter called the "City", acting herein by Marc Holm, Mayor, hereunto duly authorized, and LANGFORD COMMUNITY MANAGEMENT SERVICES hereinafter called "the Contractor", acting herein by Judy Langford, Owner.

WITNESSETH THAT:

WHEREAS, the CITY OF ELGIN desires to construct the following: water system improvements under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program; and Whereas the City desires to engage LANGFORD COMMUNITY MANAGEMENT SERVICES to render certain professional administrative services in connection with this TxCDBG Project, Contract Number 7215151.

NOW THEREFORE, the parties do mutually agree as follows:

1. Definitions:

Throughout this document:

- a. "Agreement" refers to the contract between a city or county and a professional or administrative services Contractor to assist with the administration and implementation of all or any portion of a community development block grant from the Texas Department of Agriculture.
- b. "Contractor" refers to a professional or administrative services Contractor engaged to assist a City or County with the administration and implementation of all or a portion of a community development block grant from the Texas Department of Agriculture.
- c. "Parties" refer to the Contractor and the City.

2. Scope of Services

The Contractor will perform the services set out in Part II, Scope of Services.

3. Time of Performance - The services of the Contractor shall commence on November 5, 2015. In any event, all of the services required and performed hereunder shall be completed no later than December 31, 2017 or final close-out documentation received from the TxCDBG Program.
4. Local Program Liaison - For purposes of this Contract, the City Manager or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
5. Access to Information - The City, the Texas Department of Agriculture (TDA), the Texas State Auditor's Office, the Comptroller General of the United States, or any successor agency or representative, shall have access to any books, documents, papers and records relating to the Contractor's agreement with the City or the administration, construction, engineering or implementation of the TxCDBG award between TDA and City.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$30,000.00. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
7. Indemnification - The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the TxCDBG contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions

- a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bastrop County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

9. Extent of Agreement

This Agreement, which includes Parts I-IV, represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and Contractor.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

CITY OF ELGIN

BY: _____
(Local City Official)

Marc Holm
(Printed Name)

Mayor
(Title)

LANGFORD COMMUNITY MANAGEMENT SERVICES

BY: 
(Contractor's Authorized Representative)

Judy Langford
(Printed Name)

Owner
(Title)

PART II

SCOPE OF SERVICES

The Contractor shall provide the following scope of services: *(choose contracted services)*

A. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to the City personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
5. Furnish City with necessary forms and procedures required for implementation of project.
6. Assist the City in meeting all special condition requirements that may be stipulated in the contract between the City and TDA.
7. Prepare and submit to TDA documentation necessary for amending the TxCDBG contract.
8. Conduct re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly reports (progress and minority hiring).
10. Prepare Financial Interest Report (FIR).
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to City regarding acquisition of property:
 - Submit required reports concerning acquisition activities to TDA;
 - Establish a separate acquisition file for each parcel of real property acquired;
 - Determine necessary method(s) for acquiring real property;
 - Prepare correspondence to the property owners for the City's signature to acquire the property or to secure an easement; and
 - Assist the City in negotiation with property owner(s).
13. Maintain TxCDBG Property Management register for any property/equipment purchased or leased.
14. Serve as liaison for the City during any monitoring visit by staff representatives from either TDA or the U.S. Department of Housing and Urban Development (HUD).

B. Financial Management

1. Assist the City in proving its ability to manage the grant funds to the state's audit division.
2. Assist the City in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the City in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TDA.
4. Prepare all fund drawdowns on behalf of the City in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.
6. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.
7. Assist the City in establishing procedures to handle the use of any TxCDBG program income.

C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Prepare Request for Release of Funds and certifications to be sent to TDA.

D. Acquisition

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for City-owned property and/or Right of Way (ROWs).

4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist City in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to TDA.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
 - Assist City in determining whether and/or what TxCDBG contract activities will be carried out in whole or in part via force account labor.
 - Assist City in determining whether or not it will be necessary to hire temporary employees to specifically carry out TxCDBG contract activities.
 - Assist City in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist City in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist City in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer. Notify TDA in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Issue wage rates provided by US DOL.
6. Provide sample TxCDBG contract documents to engineer.
7. Advertise for bids.
8. Make ten-day call to TDA.
9. Verify construction contractor eligibility with federal debarred list on SAMS.gov website.
10. Review construction contract.
11. Conduct pre-construction conference and prepare minutes.
12. Submit any reports of additional classification and rates to TDA.
13. Submit Labor Standards Record (LSR) to TDA.
14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
15. Process change orders approved by City and the project engineer and submit to TDA prior to execution with the construction contractor.
16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TDA.
17. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

1. Assist the City in developing, implementing and documenting new activities to affirmatively further fair housing during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Assist with the development and administration of the Citizen Participation Plan per 24 CFR Part 91, including grievance procedures.
4. Assist with Section 3 requirements per 24 CFR Part 135.
5. Prepare all Section 504 requirements per 24 CFR Part 8.
6. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.
7. Ensure adoption of Excessive Force provision per 24 CFR Part 91.
8. Ensure the adequate publication of required notices.

G. Audit / Close-out Procedures

1. Prepare the final Project Completion Report, including the General Report, Recipient Beneficiary Report, Final Financial Interest Report, and any required documentation regarding citizen participation/equal rights/fair housing and Certificate of Completion.
2. Assist City in resolving any monitoring and audit findings.
3. Assist City in resolving any third party claims.
4. Provide auditor with TxCDBG audit guidelines.

PART III PAYMENT SCHEDULE

The City shall reimburse Contractor for management/administrative services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone / Task	% of Contract Fee
• Establishment of Recordkeeping System	15%
• Completion of all necessary Civil Rights Activities	15%
• Environmental – release of funds	20%
• Procurement of construction contractor and submittal of Financial Interest Report(s) for construction costs	25%
• 50% completion of construction	15%
• Filing of all Required Close-out Information	10%
Total	100%

NOTE: Percentages of payment listed here are guidelines based on management services typically provided. The payment schedule should be tied directly to the actual Scope of Work identified in Part II - Administrative Scope of Services. Localities may also opt to reimburse Professional Services Contracts on an hourly basis.

PART IV

TERMS AND CONDITIONS

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

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of contract by the Contractor, and the City may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2. Termination for Convenience of the City. The City may terminate this Agreement at any time by giving at least ten (10) days' notice in writing to the Contractor. If this Contract is terminated for convenience, the City will pay the Contractor for actual services rendered up to the termination date, based on the charges for time, labor, expenses and other items specified in the Agreement.
3. Changes. The City may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. If the TxCDBG program imposes a reduction in administrative grant funds due to non-compliance and/or disallowed costs as stipulated by the agency, the contracting parties will negotiate an agreement of payment. If the non-compliance and/or disallowed costs is (are) not the fault or in control of the consulting firm, the City will be responsible for the difference in grant funds. If the negotiation phase between the contracting entities does not reach an agreement, executives of the contracting entities, with decision-making authority, will enter into mediation to facilitate a settlement by employing a skilled neutral, not to impose a solution, but to assist the parties in reaching agreement. A final binding Arbitration Phase will occur in case the non-binding phase produces no settlement.
5. Personnel.
 - a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
 - b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

-
6. Assignability. The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
 7. Reports and Information. The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
 8. Records and Audits. The Contractor shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
 9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
 10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
 11. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
 12. Conflicts of interest.
 - a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the TxCDBG award between TDA and the City shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.
 13. Debarment and Suspension (Executive Orders 12549 and 12689). The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (3 CFR Part

1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

14. Equal Opportunity Clause.

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
- b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d. The Contractor will include provisions (a). through (c). in every subcontract or purchase order, unless exempted.

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

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

17. Section 504 Rehabilitation Act of 1973, as amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

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



COUNCIL MEETING: December 1, 2015

ITEM: 4. Discussion and action to enter into contractual services with TRC Solutions in regards to engineering services for the Texas Community Development Block Grant (TxCDBG) Contract # 7215151.

RESOURCE PERSON(S): Kerry Lacy, City Manager
Amy Miller, Community Development Director
Laura Schwartz, Purchasing Agent / Finance Administrator

SUMMARY: On November 3, 2015 City Council awarded grant engineering services for the 2015 Community Development Block Grant (TxCDBG) Contract Number 7215151 to TRC Solutions. Attached is contract for said agreement.

RECOMMENDATION(S): On November 3, 2015 City Council awarded grant engineering services for the 2015 Community Development Block Grant (TxCDBG) Contract Number 7215151 to TRC Solutions. Attached is contract for said agreement.

ATTACHMENT: 1-Engineering Contract TxCDBG Contract # 7215151

CONTRACT FOR ENGINEERING SERVICES

PART I - AGREEMENT

THIS AGREEMENT, entered into this 3rd day of November, 2015, by and between the City of Elgin, Texas, hereinafter called the "City", acting herein by Marc Holm, Mayor hereunto duly authorized, and TRC Engineers, Inc., hereinafter called "Firm", acting herein by K. Beau Perry, P.E., Principal.

WITNESSETH THAT:

WHEREAS, the City of Elgin desires to implement the following: TxCDBG 12" Water Main Project under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program of the Texas Department of Agriculture (TDA); and Whereas the City desires to engage professional engineers to render certain services in connection with the TxCDBG Project, Contract Number 7215151.

NOW THEREFORE, the parties do mutually agree as follows:

1. Definitions:

Throughout this document:

- a. "Agreement" refers to this contract between the City and the Firm to assist with the surveying, and engineering] of all or any portion of a community development block grant from the Texas Department of Agriculture.
- b. "Firm" refers to the professional services provider engaged to assist the City with the surveying, and engineering] of all or a portion of a community development block grant from the Texas Department of Agriculture.
- c. "Parties" refer to the Firm and the City.

2. Scope of Services

The Firm will perform the services set out in Part II, Scope of Services.

3. Time of Performance

The services of TRC Engineers, Inc. shall commence on the date of the City's contract execution with the Texas Community Department Block Grant Program. In any event, all of the services required and performed hereunder shall be completed no later than the completion date in the City's contract with the Texas Community Department Block Grant Program.

4. Local Program Liaison

For purposes of this Agreement, the Kerry Lacy, City Manager or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm.

All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

5. Access to Information

The Comptroller General of the United States, the City, the Texas Department of Agriculture, and the Texas State Auditor's Office, the U.S. Department of Housing and Urban Development (HUD), or any successor agency or representative, shall have access to any books, documents, papers and records relating to the Firm's agreement with the City or the administration, construction, engineering or implementation of the TxCDBG award between TDA and City.

6. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$44,460.00. Payment to TRC Engineers, Inc. shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification

TRC Engineers, Inc. shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions

- A. This Agreement shall be construed under and in accord with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Bastrop County, Texas.
- B. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- C. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- D. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- E. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

9. Extent of Agreement

This Agreement, which includes Parts I-V and Exhibit A, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and the Firm.

IN WITNESS WHERE OF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

CITY OF ELGIN, TEXAS

By: _____
Marc Holm
Mayor

TRC ENGINEERS, INC.

By:  _____
K. Beau Perry, P.E.
Principal

PART II
PROFESSIONAL ENGINEERING SCOPE OF SERVICES

The Engineering Firm shall render the following professional services necessary for the development of the project:

SCOPE OF SERVICES

1. Attend preliminary conferences with the City regarding the requirements of the project.
2. Determine necessity for any acquisition of any additional real property/easements/ROWs for the CDBG project and, if applicable, furnish to the City:
 - Name and address of property owners;
 - Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Engineer's recommendations.
6. Furnish the City copies of the preliminary report, if applicable (additional copies will be furnished to the City at direct cost of reproduction).
7. Furnish the City a written monthly status report at least seven (7) days prior to the regularly scheduled Council's meeting until the project is closed by the Texas Department of Agriculture - Office of Rural Affairs (TDA - ORA). The format for this report is attached to this Agreement as Part IV.
8. Submit detailed drawings and plans/specifications to appropriate regulatory agency and obtain clearance.
9. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Engineering Firm shall also furnish to the City an updated written Estimate of Probable Costs for the Project.
10. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
11. Tabulate, analyze, and review bids for completeness and accuracy.
12. Conduct pre-construction conference.
13. Notice to Proceed to construction contractor.

true representation of the original sealed document, and that a printed version with the seal has been provided to the City. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by Firm without prior approval, in writing, from the City.
2. The Engineer shall, prior to proceeding with the work, notify City in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the City determines that any subcontractor is incompetent or undesirable, the City will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Contract shall create any contractual relation between any subcontractor and City.
4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City including the manner by which it will be effected and the basis for settlement.
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Section 3 of the Housing and Urban Development Act of 1968;

- e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
 - g. For procurement of recovered materials where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, compliance with 2 CFR 200.322 and section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.
- 8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
 - 9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
 - 10. The Firm will include in all contracts and subcontracts a requirement that the Contractor maintain all relevant project records for three (3) years after the City has made final payment to the Contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

- 1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
- 2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the City in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
- 3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City and at the Firm's expense if the deficiency is due to Firm's negligence. The City shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City under applicable state or federal law.

4. The Firm agrees to and shall hold harmless the City, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Contract, or by or on account of any omission in the performance of this Contract.

PART III
PAYMENT SCHEDULE
PROFESSIONAL ENGINEERING SERVICES

The City shall reimburse TRC Engineers for ENGINEERING SERVICES provided upon completion of the following project MILESTONES per the following percentages of the maximum Contract amount:

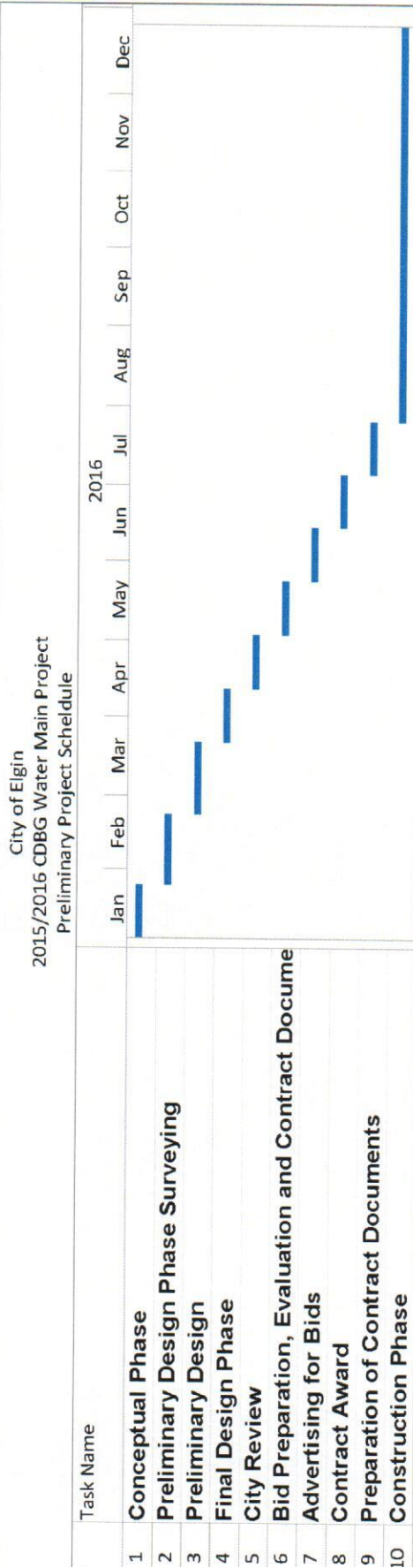
Basic Engineering Service Milestone

Basic Fee	<u>\$35,960.00</u>
1. Completion of preliminary engineering Plans and Specifications	15%
2. Completion of final plans and specifications, and completion of bid advertisements and contract award	35%
3. A start of construction	35%
4. Completion of all interim and final inspections	5%
5. Completion of Record Drawing and TXCDBG Community Development Fund Closeout requirements	10%
TOTAL	100%

SPECIAL SERVICES:

The fee for all Special Services (topographical surveying) shall not exceed a total of Eight Thousand Five Hundred and 00/100 (\$8,500.00) upon completion of surveying and necessary field data. The payment for these Special Services shall be paid as a lump sum. This cost does not include geotechnical bores or geotechnical engineering, or preparation of easement documents.

PART V **PROJECT TIME SCHEDULE**



Critical		Finish-only		Manual Summary	
Critical Split		Duration-only		Project Summary	
Critical Progress		Baseline		External Tasks	
Task		Baseline Split		External Milestone	
Split		Baseline Milestone		Inactive Task	
Task Progress		Milestone		Inactive Milestone	
Manual Task		Summary Progress		Inactive Summary	
Start-only		Summary		Deadline	

PART VI
MONTHLY STATUS REPORT

Grant Recipient:_____

Date Submitted:_____

TxCDBG Contract No.:_____

Reporting Period:_____

Project Status:

Date of Last Inspection:_____

Name of Inspector:_____

Inspection Description:

Projected Date of Construction Completion:_____

Amount of Last Pay Request:_____

Date of Last Pay Request:_____

Status of Last Pay Request:_____

List of Subcontractors Onsite:

Name	Date Cleared by Grant Administrator

**This report may be e-mailed or faxed to the Grant Recipient*

Exhibit "A"

TRC ENGINEERS, INC.

Exhibit "A" will only apply to supplemental engineering services that extend beyond the original scope of Work outlined in this agreement.

A. RECORDS

Accurate and daily records of all labor, equipment, and materials furnished by TRC Engineers, Inc. on a project will be kept. Daily records will be summarized on a weekly and/or monthly basis and submitted for review upon customer's written request.

B. WAGE RATES

3.24 times salary cost

C. REIMBURSABLE EXPENSES

- **Project Expenses** – will be invoiced at a 6% of Labor (includes in-house reproduction, office materials, telecommunications, standard software, postage, computer expenses and field expendables).
- **Customer Requested Expenses** - outside services such as, but not limited to outside reprographic services, materials, and equipment will be invoiced at **cost plus 10%**.
- **Mileage** - Travel from portal to portal or between locations will be charged at 57.5 cents per mile.
- **Per Diem Expenses** - Hotels and Meals will be charged per US government specification see www.perdiemrates.html .
- **Travel Expense** - Airfare, car rental, taxi, parking and tolls will be invoiced at **Cost +10%**.

D. SUBCONTRACTS

An administrative fee of 10% will be added to the invoice cost of subcontracts administered by TRC Engineers, Inc.

E. TERMS

Customer will make payment to Contractor within **thirty (30) days** after receipt of invoice and are subject to TRC Engineers, Inc. standard general terms and conditions.

The above rates are subject to periodic adjustments based on market conditions.



COUNCIL MEETING: December 1, 2015

ITEM: 5. Discussion and action to consider approval and adoption of a proposed Ordinance to prohibit firearms and handguns into public premises holding public meetings under the Texas Open Meetings Act.

RESOURCE PERSON(S): Kerry Lacy, City Manager
Lucretia Alvarez, City Secretary
Chris Bratton, Police Chief

SUMMARY: House Bill 910 was passed during the 2015 legislature which goes into effect on January 1, 2016.

The addition of language prohibiting concealed or open carry of a handgun in "any meeting of a governmental entity that is subject to the Open Meetings Act" affects how cities must prepare for the new law.

TML has been providing information for city governments regarding signage and postings which go into effect on January 1, 2016. Attached is information to help explain the new law and premises it affects.

Public Safety Advisory Committee met on this November 2, 2015, and approved for council review and approval.

RECOMMENDATION(S): Approval of Ordinance 2015-12-01-33.

ATTACHMENT:

1-Regulation of Firearms

2-PSAC agenda 11-2-2015

3-PSAC minutes 11-2-2015

4-Proposed Ordinance- Firearms signage

Regulation of Firearms

Capital Chapter of Municipal Clerks
September 16, 2015

House Bill 910

While not considered a "city-related" bill, the addition of language prohibiting concealed or open carry of a handgun in "*any meeting of a governmental entity that is subject to the Open Meetings Act*", definitely affects how city's must prepare for the new law.

-
- Passed during the 2015 Legislative Session
 - Allows a concealed handgun license holder to "*open carry*"
 - Handgun must be secured in a belt or shoulder holster
 - Goes into effect on **January 1, 2016**

Where Can a Texan Carry?



Without a license:

Open Carry

- Hand guns: Prohibited in Texas
- Long guns: As per the Constitution, the carrying of a rifle or long gun in a public place is allowed – “right to bear arms”

Concealed Carry

- Handguns: On private property, in a car, or boat
- Long guns: As per the Constitution, the carrying of a rifle or long gun in a public place is allowed – “right to bear arms”

With a license – HB 910:

Open Carry

- Hand guns: Yes, except where prohibited by law. Hand gun must be in a hip or shoulder holster

Concealed Carry

- Handguns: Yes, except where prohibited by law

Definitions



Premises: A building or a portion of a building, but not including any public or private driveway, street, sidewalk or walkway, parking lot, parking garage, or other parking areas.



Notice: Oral or written communication by the owner or someone with apparent authority to act for the owner.

Firearms Prohibited

Third degree felony if a person intentionally, knowingly or recklessly possesses or goes with any firearm on or into:

- Physical premises of a school or educational institution
- Premises of a **polling place**
- Premises of a racetrack
- Premises of any **government court** or offices utilized by the court
- Secured areas of an airport
- Within 1,000 feet of a place of execution (as designated by the Texas Department of Criminal Justice)



Handguns Prohibited



Handgun license holders are subject to further restrictions; they can not conceal or open carry:

- Premises of business licensed by TABC
- Premises where a **high school, collegiate, or professional sporting event** is taking place
- Premises of a correctional facility
- Premises of a state-licensed hospital or nursing home
- Premises of an amusement park
- Premises of a church, synagogue, or other established place of religious worship
- Anytime the handgun is not properly holstered or holder is intoxicated
- Into any **meeting of a governmental entity** that is subject to OMA
- On the premises of employment, if prohibited by employer

In City facilities?



- Very limited authority
- Currently can only be prohibited where allowed by law: polling place or government court
- City has the option to post notices to prohibit concealed or open carry in rooms where meetings are held, if the meeting is subject to the Open Meetings Act



Some legal questions may remain in relation to City Hall, recreation facilities and city parks



Notification/Signage

All notices/signage must read as directed in the Texas Penal Code (Sections 30.06 and 30.07)

"Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun."

"Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly."



AGENDA
PUBLIC SAFETY ADVISORY COMMITTEE
REGULAR MEETING
MONDAY, NOVEMBER 2, 2015, 6:00 P.M.
CITY ANNEX COUNCIL CHAMBERS
310 NORTH MAIN STREET

Randy Starr
Neil Stone
Barbara Tate
Vince Dungan
Byron Green
Deborah Lofton
Mike Walterscheidt

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 board member, staff member, other individual or group.

PRESENTATIONS

REPORTS

CONSENT AGENDA

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

1. Approval of Minutes for August 3, 2015.

UNFINISHED BUSINESS

NEW BUSINESS

1. Discussion of open carry regulations from the legislative passage of House Bill 910.

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.

ANNOUNCEMENTS

ADJOURNMENT

NOTICE

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 30 day of October 2015 before 5:00 p.m. in accordance with Chapter 551 of the Texas Government Code.

Lucretia Alvarez
Lucretia Alvarez, City Secretary

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.

**PUBLIC SAFETY ADVISORY COMMITTEE
MONDAY NOVEMBER 2, 2015 at 6:00 P.M.
ANNEX COUNCIL CHAMBERS – 310 N MAIN ST**

CALL TO ORDER

Randy Starr called the meeting to order at 6:00 p.m. with six members present for a quorum.
Present: Randy Starr, Mike Walterscheidt, Barbara Tate, Vince Dungan, Neil Stone, and Byron Green
Absent: Deborah Lofton

PUBLIC COMMENT

None

PRESENTATIONS

None

REPORTS

None

CONSENT AGENDA

1. Approval of Minutes for August 3, 2015. Neil Stone made a motion to approve the minutes Of August 3, 2015 and Vince Dungan seconded the Motion. Motion passed.

UNFINISHED BUSINESS

None

NEW BUSINESS

1. Discussion of open carry regulations from the legislative passage of House Bill 910.
Area Police Chiefs are collaborating on the new regulations. Information and questions answered on the new regulation.

EXECUTIVE SESSION

None

ANNOUNCEMENTS

Body cameras will be arriving the middle of this month. They will be worn above the ear.
There are 29 Police Explorers at the High School.

ADJOURNMENT

Barbara Tate made a motion to adjourn, seconded by Neil Stone. Motion passed and meeting adjourned at 6:32 p.m.

ATTEST:

**Barbara Tate
SECRETARY**

**RANDY STARR
CHAIRMAN**

ORDINANCE NO. 2015-12-01-33

AN ORDINANCE PROHIBITING FIREARMS FROM CITY MEETINGS SUBJECT TO THE OPEN MEETINGS ACT

WHEREAS, Section 229.001, Texas Local Government Code, provides a municipality may regulate the carrying of a firearm or air gun by a person other than a person licensed to carry a concealed handgun at a public meeting of a municipality, and

WHEREAS, House Bill 910, which will be effective on January 1, 2016, modifies the current law relating to concealed handguns, and

WHEREAS, Section 46.035(c), Texas Penal Code, as amended, provides a license holder commits an offense if the license holder intentionally, knowingly, or recklessly carries a handgun under the authority of Subchapter H, Chapter 411, Government Code, regardless of whether the handgun is concealed or carried in a shoulder or belt holster, in the room or rooms where a meeting of a governmental entity is held and if the meeting is an open meeting subject to Chapter 551, Government Code, and the entity provided notice as required by that chapter, and

WHEREAS, Section 30.06, Texas Penal Code, as amended, provides a property owner may prohibit the concealed carry of handguns on their property by posting a sign on the property that meets certain requirements, and

WHEREAS, Section 30.07, Texas Penal Code, as amended by House Bill 910, provides a property owner may prohibit the open carry of handguns on their property by posting a sign on the property that meets certain requirements, and

WHEREAS, a city may prohibit the carrying of firearms by non-license holders, including long guns such as rifle and shotguns, in city buildings pursuant to Texas Penal Code Section 30.05.

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

I.

That the City Council has determined, in the interest of public safety, only law enforcement may carry firearms at public meetings subject to the Open Meetings Act.

II.

That the notice attached hereto as Exhibit “A”, printed in contrasting colors with block letters at least one inch in height, shall be displayed in accordance with Section 30.06, Texas Penal Code, at the City Council chambers during the times public meetings subject to the Open Meetings Act are being held.

That the notice attached hereto as Exhibit “B”, printed in contrasting colors with block letters at least one inch in height, shall be displayed in accordance with Section 30.07, Texas Penal Code, at the City Council chambers during the times public meetings subject to the Open Meetings Act are being held.

III.

That the notice attached hereto as Exhibit “C”, shall be displayed at the City Council chambers at all times.

IV.

That this Ordinance shall take effect and be in full force and effect on January 1, 2016.

V.

READ, CONSIDERED, PASSED AND APPROVED by the City Council of Elgin at a regular meeting on the ____ day of _____, 2015, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. seq. of the Government Code.

RESOLVED this ____ day of ____, 2015.

MARC HOLM, Mayor

City of Elgin, Texas

ATTEST:

LUCRETIA ALVAREZ, City Secretary

EXHIBIT A

Texas Penal Code 30.06:

"Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun."

Código Penal de Texas 30.06:

"De conformidad con el Artículo 30.06 del Código Penal de Texas (sobre el ingreso ilícito de un individuo con licencia de portación de armas cortas ocultas) una persona con licencia, según lo establecido en la Sección H, Capítulo 411 del Código Gubernamental de Texas (sobre la ley de expedición de licencia de armas cortas), tiene prohibido ingresar en esta propiedad con armas cortas ocultas."

EXHIBIT B

Texas Penal Code 30.07:

"Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly."

Código Penal de Texas 30.07:

"De conformidad con el Artículo 30.07 del Código Penal de Texas (sobre el ingreso ilícito de un individuo con licencia de portación de armas cortas exhibidas públicamente) una persona con licencia, según lo establecido en la Sección H, Capítulo 411, del Código Gubernamental de Texas (sobre la ley de expedición de licencia de armas cortas), tiene prohibido ingresar en esta propiedad con armas cortas exhibidas públicamente."

EXHIBIT C

NO FIREARMS ALLOWED

(This notice does not affect the rights of a person licensed under Subchapter H, Chapter 411, Government Code to carry a handgun)