



**AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, AUGUST 2, 2016
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET
7:00 PM**

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

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

1. Employee of the Third Quarter 2016 Thomas Gonzales.
Kenneth Reneau, Interim City Manager
Sandy Ott, Library Director and Employee of the Quarter Committee chairperson

REPORTS

1. Monthly Department Reports for June 2016.
Kenneth Reneau, Interim City Manager
2. Presentation of FY 2015-2016 Third Quarter Investment Report.
Kenneth Reneau, Interim City Manager
Sidney LaQuey, Finance Director
Laura Schwartz, Purchasing Agent/Finance Administrator

CONSENT AGENDA

All of the items on the consent agenda are considered to be self-explanatory by the Council and will be enacted with one

motion, one second, and one vote. There will be no separate discussion of these items unless a council member removes an item from the Consent Agenda and places it on the New Business section for Discussion and action.

1. Approval of minutes of the regular council meeting July 5, 2016.
Kenneth Reneau, Interim City Manager
Lucretia Alvarez, City Secretary
2. Approval of minutes of the special council meeting July 26, 2016.
Kenneth Reneau, Interim City Manager
Lucretia Alvarez, City Secretary
3. Approval of minutes of the special council meeting July 15, 2016.
Kenneth Reneau, Interim City Manager
Lucretia Alvarez, City Secretary
4. Approval of Street Closures on Depot Street from Main to Avenue C, and Avenue C from Central to Second Street on Monday, October 31, 2016 from 4:00 PM to 9:00 PM for the 19th Annual Elgin Parks and Recreation Safe Trick or Treat Trail.
Kenneth Reneau, Interim City Manager
5. Approval of Street Closures on Second Street from 11th Street to Main Street, and Main Street from Second Street to Brenham Street on Saturday, November 5, 2016 from 9:00 AM to 11:00 AM for The Veterans Appreciation Parade.
Kenneth Reneau, Interim City Manager
6. Approval of Reserve Officer Robert Williams
Kenneth Reneau, Interim City Manager
Chris Bratton, Police Chief

UNFINISHED BUSINESS

1. Discussion and action to review and consider amending the Solid Waste agreement with Allied Republic Services.
Kenneth Reneau, Interim City Manager
Charlie Crossfield, City Attorney
Gary Cooke, Planning Director
Dodie Navejas, Utility Billing Supervisor

NEW BUSINESS

1. Discussion and action regarding an agreement with Eccentrix Technologies and Rise Broadband.
Kenneth Reneau, Interim City Manager
Charlie Crossfield, City Attorney
Doug Prinz, Utilities Director
2. Discussion and possible action to approve an Ordinance amending Chapter 16, Article III Noise in the Code of Ordinances, City of Elgin, Texas 2013.
Kenneth Reneau, Interim City Manager
Chris Bratton, Chief of Police

3. Discussion and Action to consider a Resolution 2016-08-02-13 authorizing the Elgin Economic Development Corporation to spend an amount greater than \$10,000 per State Statutes. Specifically to award a Mega Grant of \$25,000 to Allan Tolbert who spent over \$150,000 remodeling his 24-26 North Main Street building thus creating jobs and expanding the City of Elgin tax base.
Kenneth Reneau, City Manager
Owen Rock, EDC Director
4. Discussion and Action to consider a Resolution 2016-08-02-14 authorizing the Elgin Economic Development Corporation to spend an amount greater than \$10,000 per State Statutes. Specifically to award a Mega Grant of \$25,000 to Allan Tolbert who spent over \$400,000 remodeling his 112-114 North Main Street buildings thus creating jobs and expanding the City of Elgin tax base.
Kenneth Reneau, City Manager
Owen Rock, EDC Director
5. Discussion and action to consider authorizing the City Manager to enter into an agreement for the 2016 Street Improvement Project contract to the selected contractor, DIGG Commercial, LLC in the amount of \$430,922.00, and authorize the City Manager to approve change orders up to 25 percent of the contract.
Kenneth Reneau, Interim City Manager
Joe Parten, Public Works Director
Beau Perry, City Engineer
6. Discussion and action to consider entering into a purchasing co-operative agreement with One Government Procurement Alliance, also known as 1 GPA.
Kenneth Reneau, Interim City Manager
Sidney LaQuey, Finance Director
Laura Schwartz, Purchasing and Finance Administrator
7. Discussion and action to authorize the City Manager to enter into a leasing agreement with Enterprise Fleet Management Services for fleet management.
Kenneth Reneau, Interim City Manager
Sidney LaQuey, Finance Director
Laura Schwartz, Purchasing Administrator
8. Discussion and action to approve the Effective and Rollback Rates for Fiscal Year 2016-2017.
Kenneth Reneau, Interim City Manager
Sidney LaQuey, Finance Director
9. Report with discussion and action to consider Non-Profit Review Committee request and budget proposal.
Non-Profit Review Committee:
Kenneth Reneau, Interim City Manager
Lucretia Alvarez, City Secretary
Buck LaQuey, Finance Director
Juan Gonzalez, Mayor Pro-Tem
Sue Brashar, Council Member Ward 4

10. Report with discussion and action to consider options from the Traffic Control and Safety Committee.

Traffic Control and Safety Committee
Jessica Bega, Council Member Ward 1
Juan Gonzalez, Council Member Ward 2
Kenneth Reneau, Interim City Manager
Joe Parten, Public Works Director
Phil Taylor, Assistant Chief of Police
Beau Perry, City Engineer

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 Friday, July 29, 2016 before 5:00 pm

This is text that has been automatically inserted by Agendase. You cannot edit this text. You may replace this text by deleting it entirely and entering the replacement text in its place.
in accordance with Chapter 551 of the Texas Government Code.

Lucretia Alvarez
Lucretia Alvarez, City Secretary



COUNCIL MEETING: August 2, 2016

ITEM: 1. Employee of the Third Quarter 2016 Thomas Gonzales.

RESOURCE PERSON(S): Kenneth Reneau, Interim City Manager
Sandy Ott, Library Director and Employee of the Quarter
Committee chairperson

SUMMARY: The Employee of the Quarter Committee has selected Thomas Gonzales as most worthy employee for April, May, and June 2016. The descriptions of why he should be chosen for Employee of the Quarter stated:

1. Good worker
2. Very helpful, nice, hard work, respectable
3. Good personnel

RECOMMENDATION(S): Presentation and photo for the Courier.

ATTACHMENT: 1-Letter to Thomas Gonzales



July 26, 2016

Dear Mr. Tommy Gonzales,

Congratulations! You have been selected as the Employee of the Quarter for the 3rd Quarter of 2016. The Employee Awards Committee selected you for several reasons. One committee member commented "Tommy G. is a perfect pick". Four co-workers nominated you with three making the following kudos:

1. Good worker
2. Very helpful, nice, hard work, respectable
3. Good personal

As Employee of the Quarter you may choose one day of paid leave, which needs to be taken within the next thirty days, or \$100 less payroll deductions. Please let your supervisor and Finance Department know if you select the day off or the cash option. Please plan to attend the City Council meeting on Tuesday, August 2nd at 7 pm where Mayor Chris Cannon will present a Certificate of Appreciation to you. Each Employee of the Quarter will be considered for Employee of the Year.

Thank you for your service to the City of Elgin.

Sincerely,

Ken Reneau
Interim City Manager

cc: Laura Schwartz, Assistant to Finance Director
Buck LaQuey, Finance Director

P.O. Box 591

310 North Main

Elgin, Texas 78621

Phone 512.281.5724



COUNCIL MEETING: August 2, 2016

ITEM: 1. Monthly Department Reports for June 2016.

RESOURCE PERSON(S): Kenneth Reneau, Interim City Manager

SUMMARY: Department reports are informational only for city council, and no action is required by council.

RECOMMENDATION(S): None required.

ATTACHMENT:

- 1-Main Street
- 2-Community Development
- 3-Library
- 4-Municipal Court
- 5-Chief of Police
- 6-Police
- 7-Municipal Court OCA
- 8-Utility Billing
- 9-Utilities
- 10-Public Works
- 11-Building & Code Enforcement
- 12-Economic Development Corporation
- 13-Parks



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: June 2016

DATE SUBMITTED: 7-10-2016

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
April 21, 2016	Hogeye Festival planning and sponsorships prep work. Shop Elgin First – local shopping program with EDC and Chamber developing a fun series called Dine Elgin First for July / August. Approved budget for 2016-2017. Working with Friends of Elgin Parks on a Holiday lighting plan.

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

Meeting Dates:	Update on projects or activities
April 6, 2016	Summer 78621 mailed June 10. Provided Welcome bags in reusable shopping totes to downtown residents. Elgin has more than 24 downtown loft apartments thanks to renovation work in the last eighteen months. Amy attended the Real Places conference in Austin. Excellent presentations especially from Jon Schallert. Editorial for Fall winter 78621 will start in July. The Elgin Historical Association is hosting an ice-cream Social July 11 to share an update on Main Street activities and a meet and Greet with new Mayor Chris Cannon.

PROMOTION:

Meeting Dates:	
April 7, 2016	Lone Star Car Club will host a cruise in with the July 2 First Saturday Sidewalk sales, and the Elgin Farmer's Market- First Saturdays live music, kid's activities. August Sip shop & Stroll has a beach party time. July Sip Shop and Stroll to include a celebration of the newly renovated retail space at 116 North Main. September Si Shop and stroll to include Ballet Folkloric Dancers and a

	performance from the Purple Diamonds, EHS Dance team. The June 4 anniversary celebration for the Farmers Market was very well attended. Juneteenth Festival and parade June 10-11, was held downtown at Veteran Memorial Park. Included a parade, and was a well-attended event. Western Days Festival June 20-25 had one of the largest crowds in recent memory for the parade and festival activities overall. Businesses reported having more foot traffic than usual for this weekend.
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DESIGN:

April 21, 2016	TCF sidewalk project under construction with Goeke Construction on schedule and going well. Planning continues for the holiday lighting effort with Friends of Elgin Parks. Planters – in July plan to start an adoption program to supplement the watering by the City and provide support during the high heat summer days. Parking – new striping plan for downtown to be shared.

ECONOMIC RESTRUCTURING:

Meeting Dates:	Update on projects or activities
April 14, 2016	A Frame signage to direct people to side streets will be ordered in July. ATX Homemade Jerky Company leased space at 107 North Main and opened Western Days weekend in June. In addition to the varieties of jerky they have an artisanal market with a variety of special ty foods. Property updates: City Café 19 North Main Street closed and is under renovation. New owners Don & Cathe Koslosky plan to open a restaurant in fall 2016. . A how to guide – How to navigate the local assistance programs and state and federal tax credit programs was completed. Working with businesses to find lease space, and working with buyers and sellers on space. The occupancy rate continues to steadily climb in downtown.

2. Program Commentary *(list critical issues, problems, and successes/ completed projects of the past month):*
Continuing to provide support for historic preservation questions, and assistance with local reviews.
3. Outlook. *Goals and challenges; plans for upcoming major projects such as public improvements etc.:*
Holiday lighting plan and community fundraising effort.
Technical assistance training program for 2016-2017 in cooperation with EDC and Chamber.
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.*

Dine Elgin First

Shop Elgin First program targeting dining in Elgin.

July 2 First Saturday Sidewalk Sales

Sidewalk sales throughout downtown with Lone Star Car Club cruise in at the museum.

July 4th People's Patriotic Parade & Program

Annual July 4th walking parade, non-motorized entries. Meets at City Hall walks down Main Street to Veterans Memorial Park where a program follows and Cub Scout Soap Box Derby Car races.

July 14 Sip Shop and Stroll

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. Restoration Open house at 116 North Main, a newly renovated retail space, with original press tin ceilings.

August 6 First Saturday Sidewalk Sales

Sidewalk sales throughout downtown.

August 11 Sip Shop and Stroll

Beach Party theme - 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.

September 3 First Saturday Sidewalk Sales

Sidewalk sales throughout downtown.

September 8 Sip Shop and Stroll

Sip a little wine and shop as you stroll through the stores in Historic Downtown Elgin. Dance performance by the Elgin Ballet Folkloric Dancers and the Elgin High School Wildcat Purple Diamond Dancers. You will find diverse merchandise, eclectic decor, artwork by local artists and live music in many of the venues.

October 1 First Saturday Sidewalk Sales

Sidewalk sales throughout downtown.

October 13 Sip Shop and Stroll

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.

October 22 Hogeye Festival

Saturday, October 22 from 10:00a.m until 6:00p.m., Elgin goes hog wild for this free family festival. It is a time for family friendly fun and casual feasting in the Sausage Capital of Texas with all the pink pork trimmings this proud central Texas town can root up. The festival features live music and entertainment on three stages, handmade arts and crafts, children's activities, Road Hog Car Show, a children's costume pet parade, a carnival, BBQ Pork Cook-Off, In a Pig's Eye Dart Contest, Hogalicious Dessert Contest, Cow Patty Bingo, the Pearls Before Swine Art Show and great festive food! Free Festival Shuttle available at the Hwy 95 North Park and Ride, the festival is held downtown at 109 Depot Street. www.hogeyefestival.com



MEMORANDUM

To: Kerry Lacy, City Manager
From: Amy Miller, Community Development Director
Date: July 10, 2016
RE: Community Development Department Report June 2016

ATX Homemade Jerky opened Western Days week, and planned a ribbon cutting for July 7. Property owners for both 109 and 111 South Avenue C, plan to submit building plans for review in July. Owner at 104 North Main Street plans to start renovation work in July. A review for façade renovation was completed for 109 Central Avenue at the June HRB meeting. The TCF downtown Sidewalk project construction is underway and progressing nicely. The City received great response on the utility line bid opening for the CDBG Utility line grant that improves service for Meyers Smokehouse and associated businesses and residents in that area.

Projects

- The Parks & Recreation and Open Space Master Plan update was filed with Texas Parks and Wildlife and the city received approval for the plan from TPWD.
- Shop Elgin First promotions –
 - Dine Elgin First will be launched in July.
 - New A Frame signs to provide direction to businesses on side streets downtown are to be ordered in July.
- FEMA, CDBG, CDBG-DR grant administration and engineering Council approved contracts for Langford Community Management Services and TRC engineering. This supports work on two applications one for the water treatment plant and one for a to be determined utility project.
- Met with potential buyers and realtors for properties downtown.
- Met with property owners about renovation plans and possible tenants.
- Met with business owners seeking lease space.
- FM 1100 plan revisions to be submitted to TXDOT Georgetown office in July.
- Elgin Farm Tour June 12 at Down Home Ranch and Coyote Creek Feed mill had more than 40 attendees who all seemed to enjoy the showcase of these two very different farming operations.

- Hogeye Festival planning: Logistics with City and TXDOT reviews and approvals to be done in July, Graphic work, sponsorship prep, media / press releases, flyer distribution to state travel centers, booking music, etc.
- Met with Central Texas Blood Center about hosting a community blood drive. Local volunteer Nancy Schmidt volunteered to lead the blood drive, City of Elgin is providing space at Fleming Community Center for the event to be held August 31 from noon to 6pm.
- Community Clean up event on June 16 in the evening had small participation. In future a summer clean up may get more attendees if held early Saturday morning.
- Marketing coordination and support for Sip Shop and Stroll, 2nd Thursdays from 5-8 downtown.
- Met with Wyatt Brand, Owen and Gena about possible marketing and public relations support that they can provide.
- City of Elgin E-News
- Facebook Pages: City of Elgin, Visit Elgin, Envision Elgin
- Instagram – visitelgintx

Boards & Committees, Seminars

Elgin Agrarian Planned Development District committee

Camp Swift Joint Land Use public meeting

TPWD Grant writing workshop

THC Real Places Conference

Guest Speaker with Owen Rock at the St Peter's Lutheran Church Prime Timers gathering

CAMPO Technical Advisory Committee

Historic Review Board

Main Street Board

Promotion Tourism Committee

Organization Committee

Design Committee

Camp Swift Joint Land Use Study working group

Bastrop County Transportation Plan Steering committee

Upcoming Events

First Saturday Sidewalk Sales from 10am-5pm in Downtown

Every Saturday Elgin Farmers' Market 9am – 1pm Downtown

July 3 Chalk It UP! sidewalk chalk art contest

July 4 People's Patriotic Parade and Program Monday July 4 10am Downtown

July 14, Sip Shop and Stroll

August 11, Sip Shop and Stroll

Library Report to City of Elgin for June, 2016

Circulation was up 17% over the previous June with collection size almost 40,000 items.

The Texas Book Festival Literacy Initiative grant is almost fulfilled. We have 2 complete sets of the Texas Bluebonnet Award list. Dolores Hernandez is planning a Texas Bluebonnet Kick-Off for July 30th for homeschooled 3-6th and Elgin Middle School 6th grade student.

The Summer Reading programs are going well. We fundraised \$2,555.00 and the Friends of the Library are administering the funds. The children turn in reading logs and we will have a drawing with the reading logs for Kindles. We have Kids Kindles for the Lapsit and pre-readers programs and HD Kindles for the Readers and Young Adult programs. The younger children's programs have much better attendance than the young adult programs.

This is staff's busiest time of year and we appreciate our well-trained volunteers.

Categories	Units	June '15	June '16	Fiscal YTD '15	Fiscal YTD '16
Total Circulation		7,865	9,223	67,232	64,298
+ or - Same month previous year	Percent	21%-	17%+		
Additions					
Interlibrary Loans	Each	0	3	16	13
New Patrons	Each	127	157	797	738
Collection					
Items Added	Each	317	211	2,951	3,624
Items Withdrawn	Each	350	392	2,658	2,064
Total Collection	Each	37,984	39,815	37,984	39,815
General Statistics					
Gate Count	Each	5,179	5,151	37,619	36,018
Hours Open	Hours	163	171	1,438	1,481
Library Tours	Each	0	0	6	2
Program Visitors	Each	775	865	3,344	4,529
Public Computer Use	Hours	926	622	6,407	5,621
Patrons using computers	Each	1,022	901	6,035	8,304
Volunteer Hours	Each	506	105	3,534	1,042
Receipts					
		\$1,585	\$1,786	\$16,366	\$23,021
Civic Center Use					
City	Each	3	3	25	27
Library	Each	27	18	134	98
Public Rental	Each	4	6	22	29
Other - not for profit	Each	6	6	70	89
Total Civic Center Use		40	33	251	243

Elgin Municipal Court Activity Report

- June 7-8, 2016 Yadi attended Fred Pryor Seminar *"How to Communicate with Tact and Professionalism"* in Austin. (please see attached certificate)
- June 9, 2016 City Prosecutor Susan Camp-Lee held Pre-Trials in the Annex
- June 13, 2016 arraignment and show cause docket with Judge Dunne
- June 13, 2016 Judge and Yadi interviewed two applicants for the Bailiff position, background check is being performed on our top candidate.
- June 16, 2016 Yadi attended Fred Pryor Seminar *"Managing Emotions Under Pressure"* in Austin.
- June 17 2016 Yadi attended TMCEC one day clinic *"Implementing Juvenile Justice: The 84th Leg."* In Austin and earned 4 hours towards the Municipal Court Clerk Certification Program.
- Manor Municipal Court clerk, Sarah Friberg will be here on June 22, 2016 for a couple of hours observing our court procedures at the window. Sarah is currently working on her Level III certification and has asked us to allow her to complete some of her observation hours here.

Certificate of Completion

This certificate acknowledges that:

Yadira Duque

has successfully completed the course entitled:
How to Communicate with Tact and Professionalism (2-day)

PDU's: 11

Contact Hours: 11

Registered Course Number: CB

Completion Date: 06/08/16

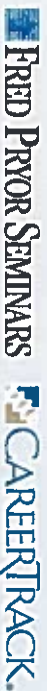


The PMI Registered Education Provider logo is a registered mark of the Project Management Institute, Inc.

R.E.P. Number: 3992

Michael B. Hays

Michael B. Hays
Executive Director & CEO



divisions of Pryor Learning Solutions, Inc.

5700 Broadmoor St., Ste. 300, Mission, KS 66202 www.pryor.com

P1



Managing Emotions Under Pressure

.6 CEUs (6 contact hours)

Presented to: Yadira L Duque Date: 6/16/2016



Mill B. Hayes
Executive Director & CEO

The recipient earned continuing education units in accordance with the guidelines established by the National Task Force on Continuing Education for completion of the program.

TME0007





Elgin Police Department

Office of the Chief

202 Depot Street • Elgin, Texas 78621 • 512 / 281-3330



Police Department Monthly Report

June 2016

June is historically one of our busiest months since we have both the Juneteenth celebration and the Western Days festival in that month. This June was no exception. Although our calls for service dipped below 1000 for the first time in several months we still answered 934 calls during the month.

The Juneteenth celebration was a great success and we enjoyed working with the Juneteenth committee and our citizens to ensure that the celebration was both fun and safe for all involved. The Juneteenth parade was well attended and numerous floats and vehicles were enjoyed by those in attendance. We were happy to see that no injuries or problems occurred during either the parade or the celebration in the park that afternoon.

Western Days was possibly bigger and better than ever this year with a large parade and large crowds enjoying the vendors and festivities at Memorial Park that afternoon. As with Juneteenth we are happy to report that there were no problems during either the parade or the festival.

We are still in the process of filling our positions and hope that next month will bring new officers and dispatchers to the City. If we manage to fill our positions we should be at full strength. On a happy note, Detective Jesse Deal and Officer Chelsea Deal are expecting their first child at the end of this year. We're all waiting to find out what the "new Deal" will be in their future. It will be the first addition to our PD family in quite some time.

Chris Bratton
Chief of Police

Elgin Police Department
Monthly Report June 2016

CATEGORY	Jun-16	15-Jun	14-Jun	13-Jun	12-Jun	11-Jun
Calls for Service						
Total Calls for Service	934	1022	1029	833	629	700
Police calls	803	694	690	523	456	467
Fire calls	39	48	45	61	46	29
Animal calls	80	97	131	60	59	46
Activity logs	133	168	154	189	63	157
City calls	9	15	9	0	4	1
Pageouts	0	0	0	0	0	108
Offense Reports						
Total Offense Reports	72	71	99	71	88	77
Active (Open) cases	26	20	27	16	24	20
Cases Inactivated	18	18	29	24	23	26
Cases Closed	5	2	4	3	2	2
Documentation (no crime)	1	0	0	2	1	9
Other	1	1	1	0	2	0
Unfounded	1	1	1	0	0	0
Referred to other agency	0	0	0	2	0	0
Citations						
Total Citations	206	338	217	418	390	250
Citations for violations	154	173	112	223	173	167
Warnings	52	165	105	195	217	83
Collisions						
Total Accidents	24	25	19	30	25	24
Major accidents (with injury)	0	0	2	3	4	2
Minor accidents (no injury)	20	24	12	23	20	20
Leaving the scene accidents	4	1	5	4	1	2
Alarms						
Business alarms	24	13	22	16	10	17
Residential alarms	7	6	9	7	4	2
Fire alarms	6	2	1	0	5	2
Arrests						
Felony arrests	7	7	7	9	8	5
Misdemeanor arrests	15	19	23	14	34	16
Other arrests	1	3	8	2	1	21
Animal Control						
Total Animal Control calls	80	97	131	60	59	46
Animal Cruelty calls	0	0	0	0	0	1
Canine Impounds	7	14	45	13	22	4
Feline Impounds	8	9	37	8	23	13
Citations issued	5	3	6	0	0	3
Bite Cases	1	0	1	3	1	0
Dead animal calls	3	12	13	7	5	7
Wildlife calls	12	11	16	0	2	0
Rabies cases	1	0	3	0	1	3
Livestock Calls/Issues	2	5				

OFFICE OF COURT ADMINISTRATION

TEXAS JUDICIAL COUNCIL



OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month June

Year 2016

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 Jul 19, 2016

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

78711-2066

PHONE: (512) 462-1005

CRIMINAL SECTION

City of CITY OF ELGIN

Month June Year 2016

	Traffic Misdemeanors			Non-Traffic Misdemeanors		
	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
1. Total Cases Pending First of Month:	12,951	13	0	0	2,538	25
a. Active Cases	8,995	11	0	0	1,262	7
b. Inactive Cases	3,956	2	0	0	1,276	18
2. New Cases Filed	181	1	0	0	41	0
3. Cases Reactivated	15	0	0	0	10	0
4. All Other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket	9,191	12	0	0	1,313	7
6. Dispositions Prior to Court Appearance or Trial						
a. Uncontested Dispositions	184	0	0	0	24	1
b. Dismissed by Prosecution	7	0	0	0	6	0
7. Dispositions at Trial:						
a: Convictions						
1) Guilty Plea or Nolo Contendere	5	0	0	0	7	0
2) By the Court	1	0	0	0	0	0
3) By the Jury	0	0	0	0	0	0
b: Acquittals:						
1) By the Court	0	0	0	0	0	0
2) By the Jury	0	0	0	0	0	0
c. Dismissed by Prosecution	0	0	0	0	0	0
8. Compliance Dismissals:						
a: After Driver Safety Course	17					
b: After Deferred Disposition	0	0	0	0	1	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	4					
g: All Other Transportation Code Dismissals	0	0	0	0	0	0
9. All Other Dispositions	5	0	0	0	1	0
10. Total Cases Disposed	223	0	0	0	39	1
11. Cases Placed On Inactive Status	52	1	0	0	22	0
12. Total Cases Pending End of Month:	12,909	14	0	0	2,540	24
a: Active Cases	8,916	11	0	0	1,252	6
b: Inactive Cases	3,993	3	0	0	1,288	18
13. Show Cause Hearings Held	8	0	0	0	1	0
14. Cases Appealed:						
a: After Trial	0	0	0	0	1	0
b: Without Trial	0	0	0	0	0	0

JUVENILE / MINOR ACTIVITY

Court CITY OF ELGIN	TOTAL
Month June Year 2016	
1. Transportation Code Cases Filed	2
2. Non-Driving Alcoholic Beverage Code Cases Filed	4
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	0
9. All Other Non-Traffic Fine-Only Filed	1
10. Transfer to Juvenile Court: a. Mandatory Transfer	0
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: a. Warnings Administered	0
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 June	Year 2016		
1. Magistrate Warnings:			
a. Class C Misdemeanors		14	
b. Class A and B Misdemeanors		10	9
c. Felonies		5	5
			TOTAL
2. Arrest Warrants Issued:			75
a. Class C Misdemeanors			
b. Class A and B Misdemeanors			1
c. Felonies			2
3. Capiases Pro Fine Issued			17
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			1
9. Magistrate's Orders for Ignition Interlock Device Issued			0
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:			0
a. Partial Satisfaction			
b. Full Satisfaction			4
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit			12
16. Cases in Which Fine and Court Costs Waived for Indigency			0
17. Amount of Fines and Court Costs Waived for Indigency			\$0.00
18. Fines, Court Costs and Other Amounts Collected:			\$20,010.38
a. Kept by City			
b. Remitted to State			\$18,134.83

UTILITY BILLING REPORT			June 2016
Billed out	\$392,206.94		
Past due notices	656	\$73,187.88	
Work orders-Cut offs	58		
Disconnected for non pmt	31		
Extension to pay 1st	45		
Extension due for disconnect	3		
Meter tamper fee	1		
After Hour turn on	0		
Accounts set to final	7	for non pmt	

METER REPORT		
WORK ORDERS	COMPLETED	INCOMPLETE
START READ	49	9
FINAL READ	50	1
TRANSFERS / IN AND OUT	9	0
CTO'S / DISCONNECT NON-PMT	62	0
SET METER	4	5
ERT REPLACEMENTS	8	22
METER REPLACEMENTS	36	26
VISUAL READS	22	0
FAILURE TO READ (MOBILE MISS)	36	0
RE READS	33	0
WL / CHECK FOR WATER LEAK	7	2
METERS DATA LOGGED	2	0
MISCELLANEOUS	10	0
TOTAL NUMBER OF WORK ORDERS	328	65
CURB STOPS		
BROKEN CURB STOPS	0	24
TOTAL NUMBER OF WORK ORDER	0	24
BULK WATER		
PURCHASES	16	
TRIPS/GALLONS	26/13,400	
TOTAL COLLECTED	\$65.56	

Dodie Navejas, Utility Billing Supervisor
Customer Service/A/R Supervisor

310 N. Main Street
512-229-3220 office

Monthly Reports June 2016

Department 023 Water Treatment

Well # 10	10,301,000 Gallons
Well # 11	12,706,000 Gallons
Well # 14	0 Gallons
Well # 15	9,345,000 Gallons
Water loss due to leaks or flushing	50,000 Gallons
Total Water Pumped	32,302,000 Gallons

Chemicals Used

Chlorine	780 Pounds
Sequest	300 Pounds

Distribution Samples

Bacteriological Samples Taken	11
Average Chlorine Residual	1.75 mg/l
Violations	0

Department 024 Distribution

Line Repairs/New installations

Main Line Breaks	4
Service Line Breaks	10
Miscellaneous Repairs/Complaint Calls	10
New Connections/Taps	2
Installation of New Water Main	0

Department 026 Wastewater

Collections

Backups

Main Lines	1
Service Lines	13
After Hours Call-Outs	4

Line Repairs/New Installations

Curb Side Cleanout Caps Replaced	0
Curb Side Cleanouts Installed	0
Main Line Repairs	0
New Main Line Installed	0
New Taps Installed	1
Lines TV'd	4

Lift Station Maintenance/Repairs

Hour Meter Reads/Daily Site Checks	9 Daily
Pumps Pulled	1
Pumps Installed	0
Pumps De-rated	2
Motors Pulled	0
Motors Installed	0
Electrical Issues (Repair/Replace Parts)	0
Floats Cleaned/Replaced	5
Grass/Weed Maintenance	2
After Hours Call Outs	3

Wastewater Treatment Plant**Maintenance/Repairs**

Pumps Pulled	9
Pumps Installed	9
Motors Pulled	9
Motors Installed	9
Control System/Electrical Repairs	1
Cleaned Wet Well Floats	1
Miscellaneous Repairs	12
After Hours Call-Outs	4

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	575,800 Gallons
Maximum Daily Flow	1,059,90000 Gallons
Average Daily Flow	704,300 Gallons
Total Monthly Flow	21,030,300 Gallons

Effluent DO (Dissolved Oxygen) Average	7.11
Effluent Chlorine Residual Average	1.87 mg/l
Effluent pH Average	7.39
Total Phosphorus Average	0.22
CBOD (Carbonaceous Biochemical Oxygen Demand) Average	1.78
TSS (Total Suspended Solids) Average	1.6
Ammonia/Nitrates Average	0.068

Remarks : Employee John Calhoun lost his Mother-in-law last week. Had another employee, Gregory Gregg, undergo rotator cup surgery and will be out several weeks. Please keep them both

of employees. We will begin required lead and copper sampling in the next couple of weeks. We also will have an Annual inspection of the wastewater facilities by TCEQ this week.

Public Works – June – 2016

Right of Way and Easement mowing and maintenance:

Mowing and maintenance is ongoing.

Permanent street / utility cut repairs:

Fisher Street- Asphalt level-ups performed.
Lexington Road- Asphalt level – ups performed.
Lexington Road – 1 ea. permanent repair performed.
South Avenue C – 4 ea. repairs.
South Avenue c – Asphalt level – ups performed.
M.L.K. Boulevard – 3 ea. repairs.
Canary Street – 5 ea. repairs performed.
Zaragoza Street – 2 ea. repairs performed.

Curb and Gutter Cleaning:

M.L.K. Boulevard.
East Alamo Street

Dumped Brush Removal:

Shenandoah R.O.W.
South Avenue B

Trees and Brush:

Trimmed brush on South Avenue B.
Trimmed brush on County Line Road.
Trimmed low hanging limbs on West 11th Street.
Trimmed low hanging limbs on West 2nd Street.
Trimmed low hanging limbs on Lexington Road at Main Street.
Trimmed low hanging limbs on McClendon Street at F.M.-1100.

Miscellaneous:

Re-paint striped 6ea. cross walks on West 11th Street.
Saw cut utility cuts.
Excavated/cleaned ditch on South Avenue A from West Alamo Street to West Cleveland Street.
Added base and bladed alleys.

Events:

Performed traffic control for the June Teenth Parade.
Performed traffic control for the Western Days Parade.

2015-2016 Street Paving Project: The following work continues on designated streets. Overtime is being worked to meet schedule.

Crack Sealing
Asphalt Level-up
Failure Repairs
Removing Vegetation

TxDOT. S.H.-95 North Project – Work continues.

Texas Capital Fund Main Street Program – Downtown Sidewalk Project is underway with sidewalk and handicap ramps being poured in the South Avenue C and West Austin Street area.

Joe Parten

Director, Public Works
City of Elgin

Monthly Report to Administrative Manager
Building Department
For the Month of June 2016

Type of Inspections	Jun-15	Jun-16	Fiscal Yr. To Date	Calendar Yr. To Date
Building	73	48	417	318
Electrical	61	34	296	208
Plumbing	66	38	346	273
Gas	48	9	175	112
Mechanical	26	9	145	102
TOTAL	274	138	1379	1013
Building				
Permits	24	17	165	125
Value	\$ 908,951.50	\$ 1,392,179.00	\$ 10,237,949.30	\$ 7,900,321.42
Fees	\$ 7,649.45	\$ 8,420.30	\$ 65,685.45	\$ 53,825.85
Electrical				
Permits	13	11	111	88
Fees	\$ 2,165.00	\$ 2,002.50	\$ 17,995.00	\$ 13,895.00
Plumbing				
Permits	26	22	103	84
Fees	\$ 5,042.50	\$ 4,077.50	\$ 16,702.50	\$ 13,542.50
Gas				
Permits	17	11	61	44
Fees	\$ 2,125.00	\$ 1,787.50	\$ 8,589.50	\$ 6,407.00
Mechanical				
Permits	9	11	59	41
Fees	\$ 1,425.00	\$ 1,792.50	\$ 9,305.00	\$ 6,510.00
Total All Fees	\$ 18,406.95	\$ 18,080.30	\$ 118,277.45	\$ 94,180.35

**June 2016
Building Permits**

Number of Permits		Type/Classification	Permit Fees		Valuation	
Jun-15	Jun-16		Jun-15	Jun-16	Jun-15	Jun-16
9	3	New Single Family	\$ 6,028.20	\$ 2,324.55	\$ 772,637.00	\$ 307,744.00
		New Duplex				
		New Manufactured				
		New Multi-Family				
	1	New Commercial		\$ 3,565.00		\$ 750,000.00
		New Industrial				
		New Swimming Pools				
		Moving Permit				
2	3	New Signs	\$ 324.50	\$ -	\$ 27,500.00	\$ 285.00
9	4	Residential	\$ 1,158.75	\$ 465.75	\$ 107,336.50	\$ 34,150.00
2	2	Non-Residential	\$ 88.00	\$ 2,015.00	\$ 1,478.00	\$ 300,000.00
2	4	Demolitions	\$ 50.00	\$ 50.00	\$ -	\$ -
24	17		\$ 7,649.45	\$ 8,420.30	\$ 908,951.50	\$ 1,392,179.00
ZBOA Request		None				
Subdivision Request		Frontier Crossing Lot 3 Resub into Lot 3A and 3B approved				
Code Enforcement	Active June 2015	Active June 2016	Closed June 2015	Closed June 2016	Calendar YTD	
Abandoned/Junked	4	1	21	1	17	
Animal Control					1	
Beer Permits						
Environmental			9		44	
Fire Code				3	10	
Health and Sanitation	5		2	5	9	
Illegal Signs			58	54	306	
Property Maintenance			24	31	75	
Unsafe Structures	1				3	
Water/Sewer		1	8	3	17	
Zoning	2		2		14	
Total	12	2	124	97	496	

*Zoning Board of Adjustments

Submitted By: Jim Cazares and Carlos Navejas

Date: June 13, 2016

Monthly Report to Administrative Manager
Building Department
For the Month of June 2016

The City of Elgin Planning and Development department issued three (3) permits for new single family dwellings in the month of June, all were in the Saratoga Farms Subdivision, Section One which is right next to Wal-Mart. Our department received civil and building plans for the new Panda Express in the month of June. Those plans are currently in the review process. Elgin ISD pulled permits on two projects in June: remodel the restrooms at Elgin Elementary and a metal canopy at the High School.

The Planning and Zoning Commission met on Monday, June 27th and approved a replat of Lot 3 in the Frontier Crossing Subdivision. The Frontier Crossing Subdivision is located just west of the Wal-Mart and Lot 3A will be the future home of Panda Express.

A new column has been added to track the year to date number of both open and closed complaints received by the Code Enforcement Department. The total number between January 1, 2016 and June 30, 2016 is 496. Illegal signs (signs placed in the right-of-way) and property maintenance (weedy lots) were the main focus of our Code Enforcement officers again this month. Code Enforcement was kept busy notifying property owners of violations and/or abating tall grass.

Melissa Lipiec visited the Taylor Municipal Court in June to observe Nuisance trials. She visited with Justin Haag, Taylor's Code Enforcement Officer and with Mark Schroeder, Taylor's Prosecutor. They explained their roles in the process of bringing code violators to court to be held accountable for the violations.

Three representatives from the Texas Water Development Board performed a Community Assistance Visit on June 28-29. We received a favorable report from them; the letter is attached.

Texas Water Development Board

P.O. Box 13231, 1700 N. Congress Ave.
Austin, TX 78711-3231, www.twdb.texas.gov
Phone (512) 463-7847, Fax (512) 475-2053

June 30, 2016

Gary Cooke, Planning and Development Director
City of Elgin
1135 Swenson Blvd.
Elgin, TX 78621

Re: Community Assistance Visit for the City of Elgin

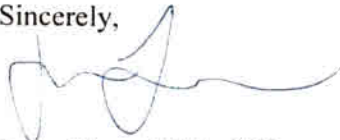
Dear Mr. Cooke,

On June 28 – 29, 2016, the Texas Water Development Board (TWDB) conducted a Community Assistance Visit (CAV) for the City of Elgin. The purpose of the CAV is to maintain contact with communities in their efforts to carry out the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP) regulations and to evaluate local floodplain management ordinances and enforcement practices to determine their effectiveness. The CAV included a driving tour of the City's regulatory floodplain, a review of the City's floodplain management program files maintained from June 2011 to June 2016, a review of the floodplain damage prevention ordinance, and a meeting with you, Gary Cooke (City), Jesse Libra (TWDB), Kara Denney (TWDB) and Josh Oyer (TWDB).

As of this date, June 30, 2016, the TWDB has received all information necessary to satisfy the requirements of the CAV. This CAV is now closed.

TWDB would like to thank you and your staff for the cooperation and assistance in providing the information requested in preparation for and during this CAV. Should you have any questions regarding this CAV, please contact the undersigned at (512) 463-9677 or jesse.libra@twdb.texas.gov.

Sincerely,



Jesse Libra, CFM, GIT
Texas Water Development Board

Cc: Dale Hoff, FEMA Region VI
Prince Aryee, FEMA Region VI
Michael Segner, State NFIP Coordinator

Our Mission

To provide leadership, information, education, and support for planning, financial assistance, and outreach for the conservation and responsible development of water for Texas

Board Members

Bech Bruun, Chairman | Kathleen Jackson, Board Member | Peter Lake, Board Member

Jeff Walker, Executive Administrator

TO: Elgin City Council and City Manager

RE: Economic Development Corp. Monthly Report by Owen Rock

Date: Tuesday, August 2, 2016 council meeting

- The EDC Board and staff is preparing for its retreat on June 22nd. The retreat will consist of developing a strategy and direction for economic development and prioritizing projects and programs.
- EDC Staff and Amy Miller gave two tours of Main Street to a company that is interested in opening its business in Elgin
- EDC Staff, Amy Miller and Gena Carter met to discuss marketing the “shop local” campaign and also marketing Elgin to attract new businesses
- A marketing proposal was submitted for the new marketing campaign and other submittals are currently being requested
- Continuing negotiations with a company that is interested in purchasing land in the Business Park.
- Staff has a positive meeting with a local land owner and planning firm to discuss a new project on 290. Staff should receive engineering costs this week.
- Working with Allan Tolbert to try to attract a new company to his proposed building in the Business Park.
- Currently working with the USDA to finalize a grant application for technical assistance for the proposed co-packaging/kitchen incubator.
- Sales tax allocations for July were up 5% from last June and they are up 10.26% from this period compared to last year.

Please contact me if you need more information on any of these items

Owen Rock

Elgin Economic Development Corporation, Phone: 512-229-3226 or email: orock@ci.elgin.tx.us

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



June Parks and Recreation Report

As I mentioned in last month's report, attendance at the Pool in Morris Park has gone up. In June of 2014 we were serving about 2,050 for the whole month and this year in the same month we served 3,034 people. These numbers come from counting general swim patrons, water aerobics, day care swim and lap swim. Along with better numbers for pool attendance we have done better at cost recovery. We have done this by offering more choices for concession to our patrons and offering better programming in water aerobics. The improved restroom facilities help also. I have been impressed with the quality of work that our lifeguards have put into the pool this season. Most of them have gotten into a groove where they can act independently and provide great customer care without much direction. This has really made a difference in the way we take care of our patrons. It our objective to slowly make small changes that have large impacts on the way we take care of the community, not just at the pool, but in the whole park system. June is our most active month in the department, this report gives just a brief overview of what we have done with the department for the month of June.

Projects/ Programs

Movies in the Park: We screened 3 films in Elgin Memorial Park this year The Parks Department offered free popcorn and sold other concessions for one dollar. The films were well attended and we estimated 80 people for our first showing of The Good Dinosaur, 80 people for Minions the following week and about 50 people for the movie Babe the Pig. We had a rain delay on that last movie screening as well. The Free popcorn was a big hit and was donated by the Friends of Elgin Parks. Our concession sales were also good, the more popcorn we gave away the more drinks we could sell. Having a parks maintenance department that reports to the parks director ensured that before each movies the grass was cut and ant poison was put down earlier in the week and that we made the seating area as comfortable as possible.

June Park Programs: This year, we tried to hold park programming on every Friday in June. These programs were free or low cost to participate and were designed to give Elgin residents something to do that they could walk to and participate in. The First event was Dollar Dog Day in Morris Park. We had a cook out by the pool and invited the general public as well as City employees to stop by and have a chili dog and drinks for a dollar each. The next Friday our park staff took 10 participants on a guided hike through Bastrop State Park on the hike the participants played nature bingo spotting wildlife and plants that matched items on their bingo card. This nature bingo game gave every participant the opportunity to explore a little more than just a walk in the woods. The hike was followed by lunch in one of the day use picnic areas and we also took our participants swimming at the Bastrop State Park Pool. The Bastrop hike and swim event was free to participants and was a way to teach Elgin residents that there are other park and outdoor resources close to home. Many participants on our trip had never been to Bastrop State Park and one had never been to a state park. I think this event sparked some interest in Expedition type trips for our local park patrons. To get them interested in spending time in the outdoors is part of my life work. It was good to see genuine interest in outdoor recreation.

Western Days Festival and Juneteenth: This was our first year to take on the responsibilities of festival support at both Western Days and Juneteenth. Our park staff performed exceptionally well and both festivals went very smooth over all. The parks staff handled set up and take down of stages, tents and trash pickup. The parks staff also had help from Milo Valencia and Jimmie Lopez for festival support.

Goals for July 2016

- Plan and coordinate July 4th parade celebrations
- Send Orlando and myself to a sports turf management training
- Send admin staff to additional training opportunities
- Plan budget for FY 2017

June Parks Summary		2016
Facility	Number of uses	
Park/ Pavilion Rental	23	
Ball Field Rental	12	
Fleming Community Center	41	
Pool Attendance	3034	
Water Aerobics	142	
Pool Rentals	7	
Deposits	\$ 5,488.79	



COUNCIL MEETING: August 2, 2016

ITEM: 2. Presentation of FY 2015-2016 Third Quarter Investment Report.

RESOURCE PERSON(S): Kenneth Reneau, Interim City Manager
Sidney LaQuey, Finance Director
Laura Schwartz, Purchasing Agent/Finance Administrator

SUMMARY: Quarterly Investment Report for April 01, 2016 through June 30, 2016.

RECOMMENDATION(S): NA

ATTACHMENT: 1-2016 3rd Quarter Investment Report

<u>TYPE</u>	<u>FUND</u>	<u>ACCOUNT NAME</u>	<u>Ending 3/31/2016</u>	<u>Total of Deposits / (Withdrawals)</u>	<u>Interest</u>	<u>Ending 6/30/2016</u>
Prosperity Bank						
	99	Clearing Account	\$ 3,244,376.04	(2,964,673.90)	802.87	280,505.01
	001	Court Technology	1.26	(1.26)		0.00
	72	General - ATS Clearing	373,360.69	(373,455.05)	94.36	0.00
	018	Economic Development Corp.	128,342.25	(118,342.25)	25.84	10,025.84
	018	EDC Sales Tax Reserve	34,276.54	(34,282.39)	5.85	0.00
	018	Schlottkey's EDC (Pledged As Collateral)	102,019.83	0.00	256.44	102,276.27
		Sub-toal	<u>3,882,376.61</u>	<u>(3,490,754.85)</u>	<u>1,185.36</u>	<u>392,807.12</u>
First National Bank						
	99	Main Checking	0.00	3,474,797.32	4,519.13	3,479,316.45
	001	Court Security	31,530.52	0.00	51.13	31,581.65
	001	Police Equipment	1,944.66	0.00	3.15	1,947.81
	001	Court Technology	6,249.67	1.26	10.14	6,261.07
	002	Community Impact Fees-Water	102,758.84	0.00	166.61	102,925.45
	002	Community Impact Fees-Sewer	58,734.81	0.00	95.23	58,830.04
	003	General Fund Debt Service	5,643.04	0.00	9.15	5,652.19
	72	General - ATS Clearing	0.00	580,843.55	517.05	581,360.60
	018	Economic Development Corp.	0.00	55,152.72	100.64	55,253.36
	018	EDC Sales Tax Reserve	0.00	34,282.39	40.31	34,322.70
	001	Money Market General Operations	1,003,406.23	(1,000,000.00)	94.66	3,500.89
	001	Money Market TIRZ #1	285,023.73	0.00	462.15	285,485.88
		Sub-toal	<u>1,495,291.50</u>	<u>3,145,077.24</u>	<u>6,069.35</u>	<u>4,646,438.09</u>
		TOTAL - DEPOSITS	<u>5,377,668.11</u>	<u>(345,677.61)</u>	<u>7,254.71</u>	<u>5,039,245.21</u>

<u>TYPE</u>	<u>FUND</u>	<u>ACCOUNT NAME</u>	<u>Ending 3/31/2016</u>	<u>Total of Deposits / (Withdrawals)</u>	<u>Interest</u>	<u>Ending 6/30/2016</u>
Tex Pool						
	002	CUSTOMER DEPOSITS	39,978.62	0.00	34.60	40,013.22
	002	UTILITY BOND RESERVE	227,587.78	0.00	196.93	227,784.71
	002	COMMUNITY IMPACT FEES-WATER	89,987.82	0.00	77.85	90,065.67
	002	COMMUNITY IMPACT FEES-SEWER	30,668.25	0.00	26.61	30,694.86
	018	ECONOMIC DEVELOPMENT CORP.	341,893.02	0.00	295.88	342,188.90
	003	GENERAL FUND DEBT SERVICE	54,985.40	0.00	47.62	55,033.02
	99	CONSOLIDATED OPERATING	548,047.67	0.00	474.18	548,521.85
		Sub-total	<u>1,333,148.56</u>	<u>0.00</u>	<u>1,153.67</u>	<u>1,334,302.23</u>
Tex Star						
	01	GENERAL FUND	391,700.95	0.00	367.44	392,068.39
	02	W/WW FUND	653,244.95	0.00	612.77	653,857.72
		Sub-total	<u>1,044,945.90</u>	<u>0.00</u>	<u>980.21</u>	<u>1,045,926.11</u>
Logic						
		2015 CO's	5,188,951.47	0.00	7,150.18	5,196,101.65
		Sub-toal	<u>5,188,951.47</u>	<u>0.00</u>	<u>7,150.18</u>	<u>5,196,101.65</u>
		TOTAL - INVESTMENTS	<u>7,567,045.93</u>	<u>0.00</u>	<u>9,284.06</u>	<u>7,576,329.99</u>
		TOTAL - DEPOSITS AND INVESTMENTS	<u>12,944,714.04</u>	<u>(345,677.61)</u>	<u>16,538.77</u>	<u>12,615,575.20</u>

Signature 
 Sidney LaQuey CPA
 Finance Director



COUNCIL MEETING: August 2, 2016

ITEM: 1. Approval of minutes of the regular council meeting July 5, 2016.

RESOURCE PERSON(S): Kenneth Reneau, Interim City Manager
Lucretia Alvarez, City Secretary

SUMMARY: Presented for review and approval are the minutes of the regular council meeting on July 5, 2016.

RECOMMENDATION(S): Approve the minutes of the regular council meeting on July 5, 2016.

ATTACHMENT: 1-Minutes of regular meeting 7-5-2016

**MINUTES
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, JULY 5, 2016 AT 7:00 P.M.
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET**

CALL TO ORDER

Mayor Chris Cannon called the meeting to order at 7:00 p.m.

ROLL CALL

Present: Chris Cannon, Mayor
Juan Gonzalez, Mayor Pro-Tem
Sue Brashar, Council Member
Jessica Bega, Council Member
Craig Fromme, Council Member
Phillip Thomas, Council Member

Absent: Mary Penson, Council Member (arrived 7:04 p.m.)
Keith Joesel, Council Member (arrived 7:08 p.m.)

Staff: Kenneth Reneau, Interim City Manager
Lucretia Alvarez, City Secretary
Chris Bratton, Police Chief
Amy Miller, Community Development Director
Buck LaQuey, Finance Director
Gary Cooke, Planning and Development Director
Doug Prinz, Utilities Director
Joe Parten, Public Works Director
Owen Rock, Economic Development Corporation Director
Kevin Perry, City Engineer
Laura Schwartz, Purchasing Agent/Finance Administrator
Dodie Navejas, Utility Billing Supervisor
Charlie Navejas, Code Enforcement

INVOCATION

Pastor Jason Huddleston of First Baptist Church gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Chris Cannon led the pledge of allegiance to the United States and Texas flags.

Council Member Mary Penson arrived at 7:04 p.m.

Mayor Chris Cannon recessed the REGULAR MEETING at 7:04 p.m. and called to order the PUBLIC HEARING at 7:04 p.m.

PUBLIC HEARING

1. A public hearing regarding the submission of an application(s) to the Department of Agriculture for a Texas

Community Development Block Grant Program (TxCDBG) grant(s). To allow citizens an opportunity to discuss the citizen participation plan, the development of local housing and community development needs, the amount of TxCDBG funding available, all eligible TxCDBG activities, and the use of past TxCDBG funds.

Kenneth Reneau, Interim City Manager

Judy Langford, Langford Community Management Services

Doug Prinz, Utilities Director

Amy Miller, Community Development Director

Judy Langford, Langford Community Management Services stated details for the public hearing, and there were no public comments.

Mayor Chris Cannon closed the PUBLIC HEARING at 7:07 p.m. and reconvened the REGULAR MEETING at 7:07 p.m.

Council Member Keith Joesel arrived at 7:07 p.m.

PUBLIC COMMENT

None

PRESENTATIONS

None

REPORTS

1. Monthly Department Reports for May 2016.
Kenneth Reneau, Interim City Manager

Kenneth Reneau, Interim City Manager, stated the reports are informational only.

CONSENT AGENDA

Council Member Sue Brashar made a motion to approve the Consent Agenda as presented, Council Member Craig Fromme seconded, and motion passed unanimously 9 for, 0 against.

1. Approval of minutes of the regular council meeting June 7, 2016.
Kenneth Reneau, Interim City Manager
Lucretia Alvarez, City Secretary
2. Approval of minutes of the special council meeting June 28, 2016.
Kenneth Reneau, Interim City Manager
Lucretia Alvarez, City Secretary
3. Approval of Resolution 2016-07-05-09 to enter into an agreement with Texas Department of Transportation for street closure of Loop 109 for the 29th Annual Hogeye Festival on October 22, 2016.
Kenneth Reneau, Interim City Manager
Amy Miller, Community Development Director
4. Approval of a request to close Depot Street from Avenue C to Avenue B Thursday, October 20, Friday, October 21, Saturday, October 22, and Sunday, October 23 for the carnival at the Annual Hogeye Festival.
Kenneth Reneau, Interim City Manager
Amy Miller, Community Development Director
Chris Bratton, Police Chief
5. Approval of a request to waive the open container ordinance for the 29th Annual Hogeye Festival sponsored by

Elgin Main Street Board and the City of Elgin on Saturday, October 22 from 10:00 a.m. to 7:00 p.m. in the festival area: Loop 109 (Main Street) from Austin Street to Lexington, Central Avenue, Depot Street, 1st Street, 2nd Street and 3rd Street from the Union Pacific railroad tracks to Avenue A and for the Gordon Swenson Memorial BBQ Pork Cook-off on Friday, October 21 from 5:00 p.m. to 11:59 p.m. on Central Avenue and Depot Street and from Main Street to Avenue A.

Kenneth Renneau, Interim City Manager

Amy Miller, Community Development Director

UNFINISHED BUSINESS

None

NEW BUSINESS

1. Discussion and Possible Action authorizing the Elgin Economic Development Corp. amend the EEDC Budget amendment that would allow a \$40,800 repayable loan secured by EEDC's Certificate of Deposit, thus allowing Donald & Catherine Koslosky to purchase and remodel 19 N. Main Street, Elgin (City Cafe)

Kenneth Reneau, City Manager

Owen Rock, Economic Development Director

Council Member Sue Brashar made a motion to approve Resolution 2016-07-05-100 authorizing the Elgin Economic Development Corp. amend the EEDC Budget amendment that would allow a \$40,800 repayable loan secured by EEDC's Certificate of Deposit, thus allowing Donald & Catherine Koslosky to purchase and remodel 19 N. Main Street, Elgin (City Cafe), Council Member Craig Fromme seconded, and motion passed unanimously 9 for, 0 against.

RESOLUTION NO. 2016-07-05-100

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING A CERTIFICATE OF DEPOSIT BY THE ELGIN ECONOMIC DEVELOPMENT CORPORATION FOR DONALD & CATHERINE KOSLOSKY FOR 19 N. MAIN STREET RENOVATION PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO

2. Discussion and action to consider authorization to begin the process for issuing Certificates of Obligation to: Plan, design, and permit a wastewater treatment facility, plan and construct a replacement wastewater pumping facility, and drill a replacement water well.

Kenneth Reneau, Interim City Manager

Sidney LaQuey, Finance Director

Kevin Perry, TRC Engineering

Council Member Keith Joesel made a motion to authorize staff to begin the process for issuing Certificates of Obligation to: Plan, design, and permit a wastewater treatment facility, plan and construct a replacement wastewater pumping facility, and drill a replacement water well, Council Member Mary Penson seconded, and motion passed unanimously 9 for, 0 against.

3. Discussion and action to consider an Ordinance Amending School Zones, Slow Zones, and Parking near Schools.

Kenneth Reneau, Interim City Manager

Chris Bratton, Chief of Police

Council Member Mary Penson made a motion to approve Ordinance 2016-07-05-15 Amending School Zones, Slow Zones, and Parking near Schools, Council Member Keith Joesel seconded, and motion passed unanimously 9 for, 0 against.

ORDINANCE NO. 2016-07-05-15

AN ORDINANCE AMENDING CHAPTER 40, ARTICLE III, DIVISION 6, SECTION 40-282 OF THE CODE OF ORDINANCES AND CHAPTER 40, ARTICLE III, DIVISION 9, SECTION 40-340 OF THE CODE OF ORDINANCES, AND CHAPTER 40, ARTICLE III, DIVISION 2, SECTION 40-171 OF THE CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, BY MAKING CERTAIN AMENDMENTS REGARDING THE SCHEDULE OF SCHOOL SPEED ZONES, PARKING IN SCHOOL ZONES, AND DESIGNATION OF SLOW ZONES, AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS,

4. Discussion and action to consider a Resolution approving an advanced funding agreement with the Texas Department of Transportation for a Transportation Alternatives Program project, pedestrian connections from SH 95 to FM 1100, FM 1100 to Vicksburg Loop, and County Line Road from Bandera Woods to Austin Community College campus.
Kenneth Reneau, Interim City Manager
Amy Miller, Community Development Director
Sydney Laquey, Finance Director
Joe Parten, Public Works Director

Council Member Sue Brashar made a motion to approve Resolution 2016-07-05-10 advanced funding agreement with the Texas Department of Transportation for a Transportation Alternatives Program project, pedestrian connections from SH 95 to FM 1100, FM 1100 to Vicksburg Loop, and County Line Road from Bandera Woods to Austin Community College campus, Council Member Jessica Bega seconded, and motion passed unanimously 9 for, 0 against.

RESOLUTION NO. 2016-07-05-10

A RESOLUTION APPROVING AN ADVANCED FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A TRANSPORTATION ALTERNATIVES PROGRAM PROJECT, PEDESTRIAN CONNECTIONS FROM SH 95 TO FM 1100, FM 1100 TO VICKSBURG LOOP, AND COUNTY LINE ROAD FROM BANDERA WOODS TO AUSTIN COMMUNITY COLLEGE CAMPUS.

5. Discussion and action to consider a Resolution Authorizing the submission of a Texas Community Development Block Grant program application to the Texas Department of Agriculture for the Community Development Fund; authorizing the Interim City Manager, City Manager, and or the Mayor to act as the City's executive officer and authorized representative in all matters pertaining to the City's participation in the Texas Community Development Block Grant program.
Kenneth Reneau, Interim City Manager
Amy Miller, Community Development Director
Sydney Laquey, Finance Director
Doug Prinz, Utilities Director

Council Member Phillip Thomas made a motion to approve Resolution 2016-07-05-11 Authorizing the submission of a Texas Community Development Block Grant program application to the Texas Department of Agriculture for the Community Development Fund; authorizing the Interim City Manager, City Manager, and or the Mayor to act as the City's executive officer and authorized representative in all matters pertaining to the City's participation in the Texas Community Development Block Grant program, Council Member Mary Penson seconded, and motion passed unanimously 9 for, 0 against.

RESOLUTION No. 2016-07-05-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING THE INTERIM CITY MANAGER, CITY MANAGER, AND/OR THE MAYOR TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

6. Discussion and action to consider a Resolution authorizing the Mayor as the Chief Executive officer and authorized representative to act in all matters in connection with the FEMA Mitigation project and committing the city to provide matching funds to complete the FEMA mitigation grant, Texas Community Block Grant Program (TxCDBG), the FEMA Mitigation grant.
Kenneth Reneau, Interim City Manager
Amy Miller, Community Development Director
Judy Langford, Community Management Services
Sydney Laquey, Finance Director
Doug Prinz, Utilities Director
Laura Schwartz, Purchasing Agent, Finance Administrator

Council Member Craig Fromme made a motion to approve Resolution 2016-07-05-12 authorizing the Mayor as the Chief Executive officer and authorized representative to act in all matters in connection with the FEMA Mitigation project and committing the city to provide matching funds to complete the FEMA mitigation grant, Texas Community Block Grant Program (TxCDBG), the FEMA Mitigation grant, Council Member Mary Person seconded, and motion passed unanimously 9 for, 0 against.

RESOLUTION No. 2016-07-05-12

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, APPOINTING THE MAYOR AS THE CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE TO ACT IN ALL MATTERS IN CONNECTION WITH THE FEMA MITIGATION PROJECT AND COMMITTING THE CITY TO PROVIDE MATCHING FUNDS TO SECURE AND COMPLETE THE FEMA MITIGATION GRANT.

7. Discussion and action to award the construction contract to Casto Lopez Concrete, LLC in the amount of \$212,128.00 for the Community Development Block Grant (CDBG) program grant Contract No. 7215151 and authorize the Interim City Manager or the City Manager to approve change orders for up to 25% of the contract.
Kenneth Reneau, Interim City Manager
Amy Miller, Community Development Director
Doug Prinz, Utilities Director

Council Member Sue Brashar made a motion to award the construction contract to Casto Lopez Concrete, LLC in the amount of \$212,128.00 for the Community Development Block Grant (CDBG) program grant Contract No. 7215151 and authorize the Interim City Manager or the City Manager to approve change orders for up to 25% of the contract, Council Member Mary Person seconded, and motion passed unanimously 9 for, 0 against.

8. Discussion and action to consider amending Section 11.1 Medical Insurance of the existing Employee Personnel Policy to include retiree benefits.
Kenneth Reneau, Interim City Manager

Bonnie Crankshaw, Human Resources
Sue Brashar, Council Member

Council Member Jessica Bega made a motion to amend Section 11.1 Medical Insurance of the existing Employee Personnel Policy to include retiree benefits, Council Member Craig Fromme seconded, and motion passed unanimously 9 for, 0 against.

9. Discussion and action to consider Section 7.05 Tuition Reimbursement Program to be included in the existing Employee Personnel Policy.
Kenneth Reneau, Interim City Manager
Bonnie Crankshaw, Human Resources

Council Member Phillip Thomas made a motion to approve Section 7.05 Tuition Reimbursement Program to be included in the existing Employee Personnel Policy, Council Member Mary Penson seconded, and motion passed unanimously 9 for, 0 against.

10. Discussion and direction to staff regarding the current bulk waste service for brush and bulky items.
Kenneth Reneau, Interim City Manager

After detailed discussion, council directed staff to consult with our solid waste contractor for options, and return to the August council meeting.

Mayor Chris Cannon changed the order of business to hear Announcements before Executive Session.

ANNOUNCEMENTS

- TML 2016 Annual Conference will be in Austin this fall
- ATX Homemade Jerky ribbon cutting is Thursday 1:00 p.m. right after Chamber Lunch
- Chamber Lunch is Thursday 11:30 a.m. at the library
- FEMA is working in Elgin this week for mitigation
- New Citizens Academy will be Thursday nights September 29 through December 8

EXECUTIVE SESSION

Mayor Chris Cannon recessed the REGULAR MEETING at 8:58 p.m. and called to order the EXECUTIVE SESSION at 9:12 p.m.

1. The City Council will convene in Executive Session pursuant to Section 551.074 of the Texas Government Code regarding personnel matters for employment of City Manager.

Mayor Chris Cannon adjourned the EXECUTIVE SESSION at 11:59 p.m. and reconvened the REGULAR MEETING at 11:59 p.m.

RECONVENE

None

ADJOURNMENT

Mayor Chris Cannon adjourned the meeting at 12:00 midnight.

APPROVED:

CHRIS CANNON
Mayor of Elgin, Texas

ATTEST:

LUCRETIA ALVAREZ
City Secretary of Elgin, Texas



COUNCIL MEETING: August 2, 2016

ITEM: 2. Approval of minutes of the special council meeting July 26, 2016.

RESOURCE PERSON(S): Kenneth Reneau, Interim City Manager
Lucretia Alvarez, City Secretary

SUMMARY: Presented for review and approval are the minutes of the special council meeting on July 26, 2016.

RECOMMENDATION(S): Approve the minutes of the special council meeting on July 26, 2016.

ATTACHMENT: 1-Minutes of 7-26-2016

**MINUTES
ELGIN CITY COUNCIL
SPECIAL MEETING
TUESDAY, JULY 26, 2016, 7:00 P.M.
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET**

CALL TO ORDER

Mayor Chris Cannon called the meeting to order at 7:00 p.m.

ROLL CALL

Present: Mayor Chris Cannon, Mayor Pro-Tem Juan Gonzalez,
Council Members: Sue Brashar, Susie Arreaga, Mary Penson, Jessica Bega, Craig Fromme

Absent: Council Members Keith Joesel, Phillip Thomas

Staff and Guests: Kenneth Reneau, Interim City Manager; Lucretia Alvarez, City Secretary

PUBLIC COMMENT None.

EXECUTIVE SESSION

Mayor Chris Cannon recessed the Special Council meeting at 7:01 p.m. and called to order Executive Session in a closed session at 7:01 p.m.

1. The City Council will convene in Executive Session pursuant to Section 551.074 of the Texas Government Code personnel matters regarding consideration of the appointment of the final candidate for City Manager.

Mayor Chris Cannon adjourned Executive Session at 7:49 p.m. to reconvene Special Council meeting at 7:49 p.m.

RECONVENE

1. The City Council will reconvene to open session for discussion and action as a result of the Executive Session pursuant to Section 551.074 of the Texas Government Code personnel matters regarding consideration of the appointment of the final candidate for City Manager.

Council Member Sue Brashar made a motion to name Tom Mattis as a sole finalist and authorize the Mayor and City Attorney to negotiate a contract, Council Member Craig Fromme seconded, and motion passed 7 for, 0 against, 2 absent.

ADJOURNMENT

Mayor Chris Cannon adjourned the meeting at 7:53 p.m.

APPROVED:

CHRIS CANNON
Mayor of Elgin, Texas

ATTEST:

LUCRETIA ALVAREZ
City Secretary of Elgin, Texas



COUNCIL MEETING: August 2, 2016

ITEM: 3. Approval of minutes of the special council meeting July 15, 2016.

RESOURCE PERSON(S): Kenneth Reneau, Interim City Manager
Lucretia Alvarez, City Secretary

SUMMARY: Presented for review and approval are the minutes of the special council meeting on July 15, 2016.

RECOMMENDATION(S): Approve the minutes of the special council meeting on July 15, 2016.

ATTACHMENT: 1-Minutes of the special meeting 7-15-2016

**MINUTES
ELGIN CITY COUNCIL
SPECIAL MEETING
FRIDAY, JULY 15, 2016, 1:00 P.M.
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET**

CALL TO ORDER

Mayor Chris Cannon called the meeting to order at 1:04 p.m.

ROLL CALL

Present: Mayor Chris Cannon, Mayor Pro-Tem Juan Gonzalez,
Council Members Keith Joesel, Sue Brashar, Mary Penson, Jessica Bega, Craig Fromme, Phillip Thomas

Absent: Council Members Susie Arreaga

Staff and Guests: Kenneth Reneau, Interim City Manager; Lucretia Alvarez, City Secretary; Mike Tanner, SGR

PUBLIC COMMENT None.

EXECUTIVE SESSION

Mayor Chris Cannon recessed the Special Council meeting at 1:05 p.m. and called to order Executive Session in a closed session at 1:05 p.m.

1. The City Council will convene in Executive Session pursuant to Section 551.074 of the Texas Government Code regarding personnel matters for employment of City Manager.

Mayor Chris Cannon adjourned Executive Session at 5:44 p.m. to reconvene Special Council meeting at 5:44 p.m.

RECONVENE None

ADJOURNMENT

Mayor Chris Cannon adjourned the meeting at 5:44 p.m.

APPROVED:

CHRIS CANNON
Mayor of Elgin, Texas

ATTEST:

LUCRETIA ALVAREZ
City Secretary of Elgin, Texas



COUNCIL MEETING: August 2, 2016

ITEM: 4. Approval of Street Closures on Depot Street from Main to Avenue C, and Avenue C from Central to Second Street on Monday, October 31, 2016 from 4:00 PM to 9:00 PM for the 19th Annual Elgin Parks and Recreation Safe Trick or Treat Trail.

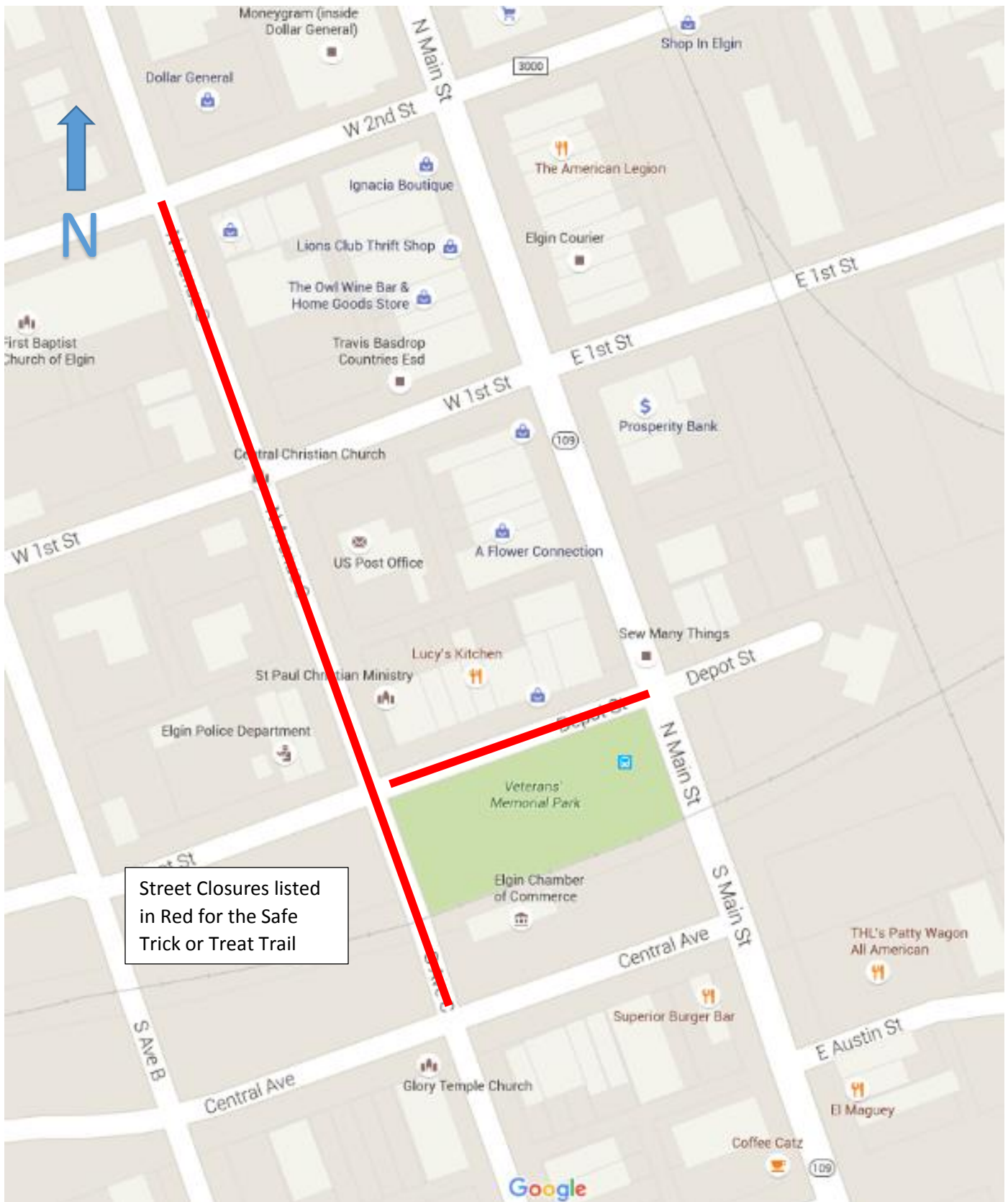
RESOURCE PERSON(S): **Kenneth Reneau, Interim City Manger**

SUMMARY: The Safe Trick or Treat Trail provides a safe and well populated area for families to enjoy a night of Trick or Treating. This event also allows local businesses and organizations to promote themselves in the area. Depot Street and the Veterans' Park will be lined with booths for families to visit and Trick or Treat as well as play games and other activities. Closing the Streets listed allows the Parks Department to have a handle on crowd control and safety.

RECOMMENDATION(S): Review and Approve Street Closures on Depot Street from Main to Avenue C and avenue C from Central to Second Street on Monday October 31st from 4:00 PM to 9:00 PM for the 19th Annual Elgin Parks and Recreation Safe Trick or Treat Trail.

ATTACHMENT: **1-Street Closures Map**

2016 Safe Trick or Treat Trail Street Closures





COUNCIL MEETING: August 2, 2016

ITEM: 5. Approval of Street Closures on Second Street from 11th Street to Main Street, and Main Street from Second Street to Brenham Street on Saturday, November 5, 2016 from 9:00 AM to 11:00 AM for The Veterans Appreciation Parade.

RESOURCE PERSON(S): Kenneth Reneau, Interim City Manager

SUMMARY: The American Legion and V.F.W. are planning a Veterans Appreciation Event for Saturday November 5th, 2016. The Event will include a parade through downtown Elgin as well as activities at the VFW hall. This will be a community event and encourages all types of parade entries such as churches, the High School band, R.O.T.C. and Police Explorers, FFA and many others.

The parade will start at 10 a.m. and will be based at the EISD parking area under the water tower on 2nd Street. The parade route will follow 2nd Street to Main Street, turn right on Main and continue on Main Street to Brenham where it will turn right and disperse.

RECOMMENDATION(S): Review and Approve Street closures on Second Street from 11th Street to Main Street and Main Street from Second Street to Brenham Street On Saturday November 5th from 9:00 AM to 11:00 AM for The Veterans Appreciation Parade

ATTACHMENT: 1-Veterans Appreciation Day Letter
2-Veterans Parade Rout 2016

July 20, 2016

Ms. Amy Miller
Community Development Director
City of Elgin
P.O. Box 591
310 N. Main Street
Elgin, Texas 78621

Good day MS. MILLER:

The purpose of this brief letter is to mention that the American Legion and V.F.W. are planning a Veterans Appreciation Event for Saturday November 5th, 2016. We will start with a parade and are planning to get the community involved in this event. We will be inviting the churches to do a float if they desire, the High School band is invited to participate, R.O.T.C. and Police Explorers will also be invited. Along with them we will reach out to other groups in the High School, such as F.F.A.

Because this is a military event we will reach out to camp swift and other military bases in the area to supply us with people and military equipment.

The parade will start at 10 a.m. and will be based at the EISD parking area under the water tower on 2nd Street. The parade route will follow 2nd Street to Main Street, turn right on Main and continue on Main Street to Brenham where it will turn right and disperse. Since the V.F.W. has a large facility we are planning to have various events for the young and older people to enjoy. We will close out the day with a dance at the V.F.W. facility.

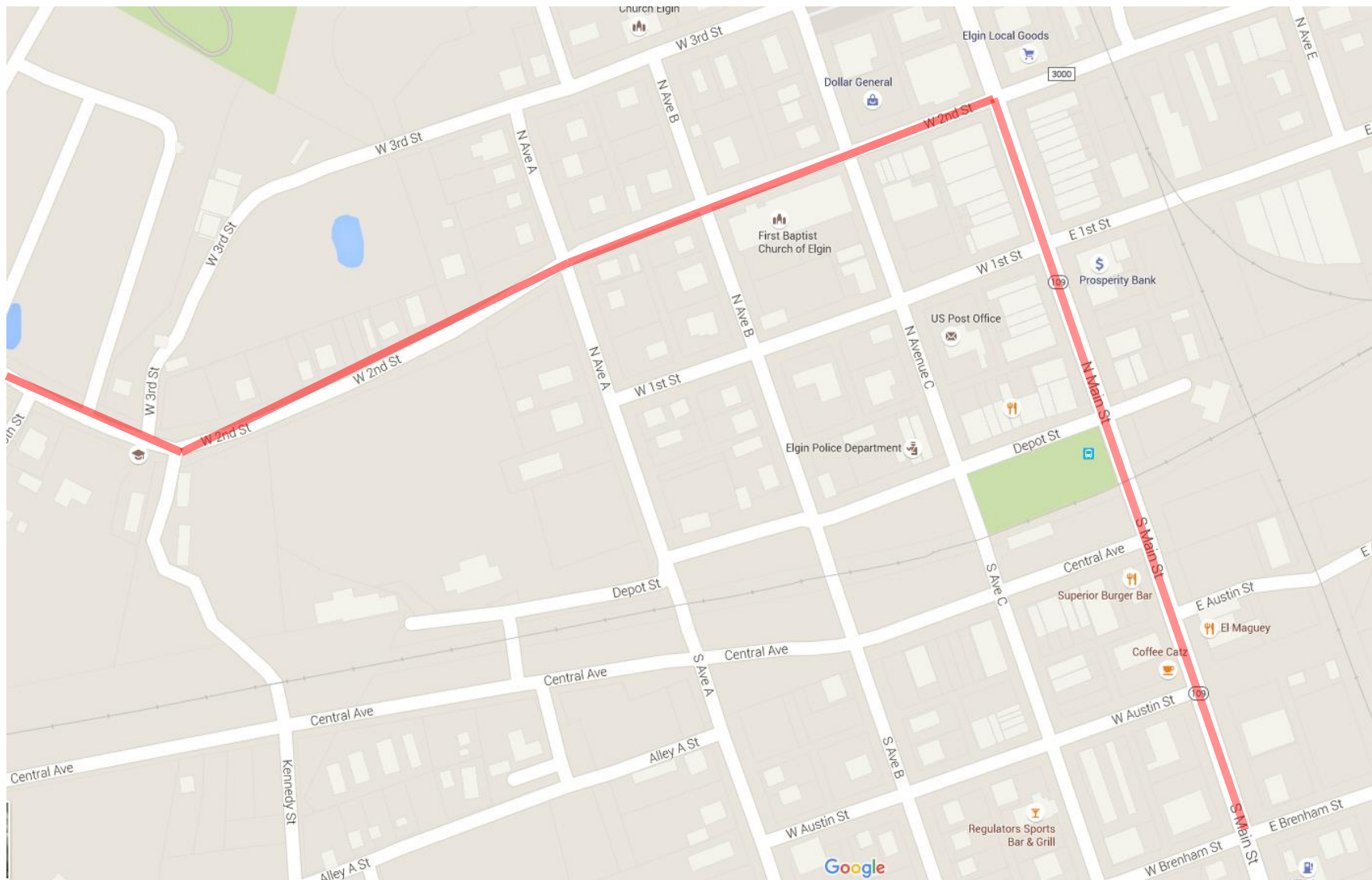
Understanding this and our request we look forward to your approval for us to proceed and schedule a daylong event for Elgin.

Much thanks

John Quagliani
Post 295
Commander American Legion
Elgin, Texas 78621

CC Mr. Chris Cannon & Mr. Michael Gonzales

Veterans Appreciation Parade Nov 5th 2016





COUNCIL MEETING: August 2, 2016

ITEM: 6. Approval of Reserve Officer Robert Williams

RESOURCE PERSON(S): Kenneth Reneau, Interim City Manager
Chris Bratton, Police Chief

SUMMARY: Robert Williams has been hired as a bailiff for the Municipal Court and would also like to serve as a Reserve Officer for the Police Department. He has over 20 years of policing experience and wants to keep himself active in the field.

RECOMMENDATION(S): Staff recommends approval of Robert Williams as a Reserve Officer for the Police Department.

ATTACHMENT: 1-Elgin code regarding reserve officers

DIVISION 3. - POLICE DEPARTMENT^[8]

- Subdivision II. - Police **Reserve** Force

- Sec. 2-262. - Created; powers.

There is hereby created a city police **reserve** force which shall be composed of city police **reserve officers**. Such **officers** shall be selected by the chief of police and approved by the city council. Said **reserve officers** shall have like powers, rights and authority as are vested in city police **officers**, but only while in uniform, actually on duty, and when called into service by the chief of police.

(Code 1990, ch. 1, § 16(A); Ord. of 2-23-1977; Ord. No. 91-23, 10-15-1991)

- Sec. 2-263. - Term of **office**.

Police **reserve officers** serve at the request of the chief of police. The chief of police may relieve any police **reserve officer** of his duties, for any reason, with or without cause at anytime.

(Code 1990, ch. 1, § 16(B); Ord. of 2-23-1977; Ord. No. 91-23, 10-15-1991)

- Sec. 2-264. - **Reserve officers** subject to appropriate regulations and standards.

Police **reserve officers** shall be subject to and governed by the rules and regulations of the police department of the city, and the commission on law enforcement **officer** standards and education of the state.

(Code 1990, ch. 1, § 16(C); Ord. of 2-23-1977; Ord. No. 91-23, 10-15-1991)

- Sec. 2-265. - **Officers** to serve without pay.

Police **reserve officers** will serve without salary from the city.

(Code 1990, ch. 1, § 16(D); Ord. of 2-23-1977; Ord. No. 91-23, 10-15-1991)

- Secs. 2-266—2-293. - **Reserved**.



COUNCIL MEETING: August 2, 2016

ITEM: 1. Discussion and action to review and consider amending the Solid Waste agreement with Allied Republic Services.

RESOURCE PERSON(S): Kenneth Reneau, Interim City Manager
Charlie Crossfield, City Attorney
Gary Cooke, Planning Director
Dodie Navejas, Utility Billing Supervisor

SUMMARY: City has been reviewing the bulk trash and brush disposal with Republic Services. Citizen requests are increasingly growing, which could possibly affect the cost of service.

RECOMMENDATION(S):

ATTACHMENT: 1-July 28 memo Republic bulk

July 28, 2016

To: Mayor & City Council members

From: Kenneth Reneau. Interim City Manager

Re: Discussion on bulk/brush pickup

Republic Services was asked to develop a proposed cost for the pickup and disposal of these items.

Option #1

This is the staffs preferred option.

“This option would take place on a predetermined number of monthly pickup dates, i.e. 1st and 3rd Wednesday of every month. Customers would be required to call in to the city hall to schedule the pickup and then the city would contact Republic Services to route. On the selected service date, Republic Services would service the designated locations and report back to the city with any issues or unscheduled bulk (not) on the list.

\$35 for the 1st 2 cubic yards of bulk items and \$20 per every cubic yard thereafter.

Move outs would receive a one time fee to be determined and all items would have to be from the approved bulk items list and placed in accordance with our servicing guidelines.”

Mr. Gary Gauci, Republics Municipal Services Manager, will not be able to attend and sends his apology:

“Again, I want to extend my apologies for being out of town during the next city council meeting..... It is my goal to craft a mutually beneficial and agreed upon level of service that will benefit the citizens of Elgin for years to come.”

Staff held a conference call with the City Attorney, Mr. Charlie Crossfield on Thursday, July 28 to brief him on this issue. As he will be in attendance to present the Rise Broadband agenda item, it was felt his expertise would be helpful to the council in their discussions on this issue as well.



COUNCIL MEETING: August 2, 2016

ITEM: 1. Discussion and action regarding an agreement with Eccentrix Technologies and Rise Broadband.

RESOURCE PERSON(S): **Kenneth Reneau, Interim City Manager**
Charlie Crossfield, City Attorney
Doug Prinz, Utilities Director

SUMMARY: City of Elgin had an agreement with Eccentrix, which later became Rise Broadband. Our city attorney has been consulted for communications in this matter.

RECOMMENDATION(S):

ATTACHMENT: **1-Memo from Kenneth Reneau**
2-Letter from Rise Broadband
3-June 2008 Eccentrix agreement
4-Oct 2008 Eccentrix agreement

July 26, 2016

To: Elgin City Council

From: Interim City Manager

Re: Rise Broadband

Rise Broadband provides wireless internet service to its customers from equipment located on Elgin's water storage towers. The original agreement for this arrangement was with Eccentrix Technologies, LLC, dba Eccentrix Wireless. A copy of the June 11, 2008 agreement between the City and Eccentrix is included in your packet.

A dispute has arisen between the City and Rise Broadband who acquired the equipment from Eccentrix.

The position of the city staff is that Rise owes the City past due payments and that the original agreement was transferred from Eccentrix to Rise without city notice or approval as required in the original agreement.

This dispute has led to the City denying Rise access to their equipment which is in need of repair. This has caused customers of Rise to have interrupted service on their computers. Staff has fielded several calls from these customers.

Elgin's City Attorney Charlie Crossfield will present this item to the Council seeking a resolution of this matter.

61 Inverness Drive East
Suite 250
Englewood, CO 80112



844-411-RISE
RiseBroadband.com

June 22, 2016

Kenneth Reneau
Interim City Manager
City of Elgin
310 N. Main Street
Elgin, TX 78621
(512) 281-5724
citymanager@ci.elgin.tx.us

Cc: Brian J. Knowles
Attorney
Sheets & Crossfield, P.C.
309 E. Main Street
Round Rock, TX 78644
(512) 255-8877
brian@scrrlaw.com

RE: Claim for Back Payments

Dear Kenneth:

Rise Broadband has received your June 13, 2016 demand for a back payment of \$11,715 due under the Elevated Water Storage Facilities Site License Agreement dated October 7, 2008 (the "Agreement") by and between The City of Elgin ("COE") and Skybeam LLC, d/b/a Rise Broadband ("Rise"), as successor in interest to Eccentrix Technologies, LLC. Rise Broadband does not agree that this amount is owed by Rise Broadband.

On May 19, 2016, Rise experienced an outage on the services we provide to customers in Elgin. On May 20, 2016, Rise requested access to the site to repair and restore these services but COE refused us access because you claim that the Agreement had expired in 2013. COE insisted that a new lease for the site be executed and once the new lease was received we would be granted access to the site. Rise expedited this request and delivered the new signed lease to COE as requested, but the new lease has not yet been executed by COE and COE is still refusing to allow access to the site. COE is now making a demand for back payment on the Agreement and meanwhile the residents of Elgin continue to be denied services from Rise.

Rise disagrees with this payment demand for the following reasons:

The Agreement continued in full force and remained in effect after 2013 per the course of performance of both parties. Rise continued to use the site and to provide COE with high speed internet service to COE facilities per the terms of the

Comment [BK1]: They were told city council would need to approve the agreements

Comment [BK2]: They were late.

Comment [BK3]: The City denies the continued to use Rise services

61 Inverness Drive East
Suite 250
Englewood, CO 80112



844-411-RISE
RiseBroadband.com

Agreement. Furthermore, COE never exercised their reclamation or termination rights under the Agreement and has allowed Rise to continue operating on the site including allowing us access to the site for maintenance in late 2015. Therefore, both parties have continued to operate under the terms of the Agreement.

Rise disputes the \$11,040 amount claimed to be owed as back rent on the basis that the Agreement was still in effect and under "Special Conditions" in Exhibit C of the Agreement, COE is to receive high speed internet service "in lieu of the \$250/month rental charge". Rise has been providing COE with service at no charge since 2013 under account #8137100070052540 (name on account: City of Elgin) and account #8137100070099129 (name on account: City of Elgin Waterplant), so no rental payments were due by Rise in accordance with the Agreement.

Rise also disputes the \$500 for the contract processing fee since Exhibit C of the Agreement specifically stated under Special Conditions that "the initial \$500 application fee shall be waived".

Regarding the outstanding invoice from September 2015 for COE support services during maintenance by Rise, Rise never received this invoice and will be happy to process it once it the invoice is provided.

Finally, if rental payments are due as COE contends, then the amount due needs to be recalculated and offset by the \$300 per month back payments that COE would owe Rise for the internet services provided to COE.

Furthermore, as stated above, we contend the original Agreement is still valid and in full force until the new lease agreement is fully executed. Therefore, COE's refusal to allow Rise access to the site is in fact a default of the original Agreement by COE. Rise hereby respectfully requests COE to remedy this default by allowing Rise access to the site as soon as possible in order that we can make the necessary repairs and restore the services we provide to the residents of Elgin.

In conclusion, Rise would like to amicably resolve this so that we can have a productive relationship with COE going forward under the new lease agreement. Notwithstanding anything to the contrary, this letter does not constitute a waiver of any rights, privileges, or remedies available to Rise Broadband and Rise Broadband reserves any and all such rights, claims, privileges, or remedies available to it under the Agreement or otherwise available under law.

Martin

Vice President Network Engineering and Construction

Cc: Les Shutter, Rise Broadband
Eric Diamond, Rise Broadband

Comment [BK4]: This is true. I drafted a letter in May to terminate and allow them to reclaim their equipment per the contract, but you elected not to send.

Comment [BK5]: City needs to confirm.

Comment [BK6]: This is true.

Comment [BK7]: Has the city received any renewal notices from Rise or any their predecessors? Section 1.4(b) of the contract gives them the option to renew for 3 successive 5 year terms, provided they notify the City in writing of their intention to renew 90 days before the initial term of the License expires.

If they didn't renew, and they are no longer providing internet service to the City, and they are not paying, then they are going to have a very difficult time proving the contract is still in force.

Comment [BK8]: By claiming the City is in default this may be anticipatory breach on their part thus voiding the contract.

City Of Elgin
ELEVATED WATER STORAGE TANK FACILITIES
CO-LOCATION LICENSE AGREEMENT
GENERAL TERMS & CONDITIONS
Revision Date: June 11, 2008

These General Terms and Conditions accompany the Elevated Storage Tank Facilities Co-Location Site Licenses between the City of Elgin (COE) and Eccentrix Technologies, LLC d/b/a Eccentrix Wireless (Licensee). The General Terms and Conditions are revised from time to time, each revision being identified by its date of revision. The appropriate revision date shall be specified on each Site License and the appropriate revision of the General Terms and Conditions shall be incorporated for all purposes into each Site License.

RECITALS

Whereas, the COE owns and operates a water distribution system, which system includes real property owned or leased by the COE;

Whereas, such real property includes elevated water storage sites on which communications facilities have been installed for COE's use;

Whereas, the COE believes it in the best interest of its customers and the public to license surplus space to outside entities until such space is needed for COE use; and

Whereas Licensee desires to install its antennas on COE's elevated water storage tanks, occupy ground space, install related wiring and conduits, receive and transmit information and communications at these sites;

Now, therefore, in consideration of the mutual benefits of the Agreement, the Parties agree as follows:

DEFINITIONS

LICENSEE – The company whose name is written above, which has entered into contract with the COE for Communications Facilities Co-Location Licenses.

COE – The City of Elgin, a Home Rule City as designated by the Legislature of the State of Texas, acting for itself or for its statutory affiliates.

PARTY or PARTIES – either Licensee or COE or both collectively.

AGREEMENT – The totality of the agreement and understanding of the Parties as to a particular Elevated Water Storage Site, as evidenced by the Contract Documents.

CONTRACT DOCUMENTS - An executed Elevated Water Storage Tank Facilities Co-Location Site License with accompanying documentation and the General Terms and Conditions.

SITE - A particular Elevated Water Storage installation as defined by the COE and shown on COE water distribution system maps with reference numbers; COE reserves the right to re-define and re-name various Sites without invalidating any previous Agreements or Licenses.

SITE LICENSE - The form on which the particular information and special conditions unique to each Site are specified, which is executed by both Parties.

PREMISES - The lands and rights of way, elevated water storage tanks, support structures, communications houses, and other facilities controlled and owned by or under lease to the COE or one of its statutory affiliates.

FEES; REIMBURSEMENTS; AID-IN-CONSTRUCTION - Payments by Licensee to the COE for various services as described in Section II of these General Terms and Conditions.

PRIOR LICENSEES; SUBSEQUENT LICENSEE - Other communications licensees sharing a particular Site, as defined in Section V of these General Terms and Conditions.

I. SITE LICENSES

1.0 LICENSE DESCRIPTION. The COE agrees to grant the Licensee nonexclusive Licenses to install, operate, replace, repair, remove, and maintain Licensee's communications equipment at certain COE's Elevated Water Storage Tank Sites, more particularly described in the individual Site Licenses in consideration for the License Fees and other payments and in accordance with these General Terms and Conditions. The COE reserves the right to license capacity and space to several licensees at the same Sites, contingent on technical feasibility, space availability and COE business needs, and subject to the Interference provisions of this Agreement.

1.1 GOVERNMENT AUTHORIZATIONS. The COE intends to obtain and pay for the permits and other governmental authorizations required for the COE to establish the Elevated Water Storage Sites for its own use. Licensee shall be responsible for obtaining and paying for the permits and other governmental authorizations, including FCC and FAA approvals, required for Licensee's occupancy and use of the Sites and the installation and operation of its equipment and facilities.

1.2 LICENSE REQUIREMENTS AND SCOPE.

(a) Separate Licenses. Each Site shall be licensed separately under a Site License. Licensee may select Sites from those available and shall make a separate License request for each Site. The information required for License requests may be revised from time to time. The COE shall process the requests in a timely fashion and approve them, provided that the equipment specifications, frequency analysis, and other necessary analyses indicate that Licensee's equipment and operations will be compatible with the COE's operations and those of Prior Licensees and provided that all business, safety, legal and regulatory requirements can be met. The Site License for a particular Site and these General Terms and Conditions shall constitute the License for Licensee to install and operate its equipment at that Site. If the Parties desire to modify or amplify the General Terms and Conditions for individual Sites, such modifications shall be clearly shown on the Site Licenses or in attached documentation and signed by the authorized representatives of each Party.

(b) Antenna and Equipment Specifications. As a precondition for each Site License, Licensee shall provide the COE with complete specifications and drawings for the proposed installation. Specifications shall include a description of the services to be provided by the equipment including frequencies and modulation methods, copies of valid FCC licenses or other appropriate certificates or permits required to provide the services, the number and types of proposed antennas, the number and sizes of coaxial cables, height from the base of the tower to the center line of each antenna, vertical and horizontal space on the tower to be occupied by each antenna, weights of all equipment, sufficient data to determine wind load, antenna manufacturer's specifications, types and layout of equipment, floor space requirements, and all other necessary data for the COE to determine technical and structural requirements, compatibility with existing installations and pricing for the proposed installation.

(c) Communications Houses. As part of its License rights for a particular Site, Licensee may install its equipment in communications houses if adequate space, proper partitioning, fencing and separate access can be provided, or construct an additional communications house for its equipment if ground space is available at the Site. Occupancy of ground space for the construction of additional communications houses or occupancy of space in existing communications houses shall be part of the License Fee calculation for each Site, in accordance with the COE's standard rates in effect as of the execution date of each License. Licensee shall provide the COE with specifications for proposed communications houses, including type of structure, location, dimensions, total square footage, height and other necessary information. Licensee shall be responsible for the construction and cost of additional houses, installation of its equipment, and paying all direct and indirect costs of the construction and installation. If a Licensee-built communications house is a permanent structure occupying space owned by or leased to the COE,

title to that communications house shall pass to the COE upon its completion, and the COE shall own the communications house and grant use of it to Licensee for the term of this Agreement. If such house is a temporary shelter, Licensee may continue to own it. Construction of the house and installation of the equipment shall meet all applicable construction, electrical and safety standards, including COE standards. Licensee shall discuss and reach an understanding of these standards with COE personnel during the planning and design stages. If other entities are granted Licenses to use a Site upon which Licensee has built a communications house, an equitable arrangement for sharing communications house space and defraying Licensee's building costs may be agreed upon among the various parties, upon approval from the COE.

(d) Utility Services. License Fees shall not include installation or supply of utility services if special needs by the Licensee are required. Licensee shall be responsible for arranging and paying for all utility hookups and services from the local retail providers to accommodate special needs. The COE shall cooperate with utility providers in providing access for hookups for any special requirements of the Licensee.

(e) Site Access. Licensee shall have nonexclusive ingress and egress rights to the Sites and communications houses at all times for construction, installation, operation, inspection, maintenance, repair, and removal of its equipment. Licensee's ingress and egress to the Sites through the COE's easements over private property shall be subject to the easement conditions for the specific locations and within the roadways used by the COE, as these roadways may change from time to time. Licensee's access to each communications house shall be through separate gates and separate doors if possible. With all other Site access, the COE shall provide access through its gates and doors and shall provide escorts at Licensee's cost.

(f) Equipment Security. The COE shall not provide security for Licensee's equipment and shall not be liable for burglary, vandalism, losses or damage, irrespective of the circumstances. Licensee may take advantage of the Site fencing and existing protections, if any; however, any other measures Licensee finds necessary shall be furnished and paid for by Licensee. The COE shall not be liable for losses or damage to Licensee's antennas, cabling or equipment resulting from a failure of towers, electric substation equipment, communications houses, electric power or other Site facilities, regardless of the cause of the failure.

(g) Modifications to Existing Facilities. Any modifications to the Sites, towers or communications houses, including additional painting or lighting requirements, including reconfiguration of the COE's antennas, cabling or other equipment, and including tower analyses, engineering and administrative costs necessary to accommodate Licensee's antennas and equipment shall be performed by COE engineers or COE's contractors and paid for by Licensee as

Reimbursements. The Reimbursements shall be based on the COE's rates in effect at the time of the work.

(h) Replacement or Additional Equipment. After the initial installations, Licensee shall have the right to repair or replace existing equipment at any time. Licensee shall have the right to install additional equipment and antennas upon reasonable written notice to the COE, subject to the approvals herein, technical staff coordination, regulatory approvals, increased fees, charges and Reimbursements, and the Interference provisions of this Agreement. Licensee shall have the right to remove any of its equipment or antennas, provided that Licensee's technical staff shall coordinate the work in advance with the COE's technical staff.

(i) Necessary Outages. Licensee and the COE acknowledge that occasional outages may be necessary for tower or site maintenance and repairs, during which occupants of the Sites may be required to power down, shut down, or remove equipment to facilitate such work. Licensee and the COE agree to cooperate with each other and with other licensees to schedule and expedite these outages or maintenance. Neither Party, nor their customers or affiliates, shall have a claim against the other Party for business interruption, loss of revenue or profit or other consequences of these outages. The COE will furnish notification in advance of regularly scheduled maintenance and as much advanced notification as possible in cases of emergency.

(j) COE Approval & Inspection. All equipment and facilities to be installed, modified, added or relocated, including electric power hookups, surge protection and other safety devices for equipment and personnel, shall conform to COE standards for construction and operation and shall be subject to the COE's prior approval and periodic inspection, which shall not be unreasonably withheld or delayed. The COE will furnish specifications to Licensee in advance of installation of Licensee's equipment. Licensee's selection of contractors and subcontractors shall be approved by the COE before work begins; approval shall not be unreasonably withheld or delayed. The COE reserves the right to intervene in any work or operations at the Sites if unsafe practices or activities that may jeopardize the COE's interests are observed. The COE reserves the right, without liability but with reasonable notice and opportunity to cure, to shut down and remove any installations that have not conformed to the planning, licensing and approval processes of this Agreement.

(k) Sublicensing Prohibited. Unless specified in the Site Licenses or in documentation signed by both Parties, Licensee shall not sublicense any space or rights at any Site to a third party, grant any right of access or occupancy to a third party, or allow a third party to connect its equipment to any Site or pass third-party communications signals through any Site.

(l) Underlying Easements or Leases; Owner Consent. Approval of Licenses for Sites which the COE occupies under easements or leases from third-party owners or which the COE owns or leases jointly with other entities are contingent on successful negotiations with the various owners for expansion of easement or lease rights to accommodate Licensee's proposed installations. Licenses for Sites that the COE occupies under easements or leases are subject to the terms and provisions of the underlying easements or leases and to any pre-existing restrictions, encumbrances or covenants. Notwithstanding anything to the contrary in this Agreement, if a Site License is subject to an underlying easement or lease, the License for that Site issued by the COE shall automatically terminate upon the termination of the COE's easement or lease for that Site. Upon Licensee's request, the COE shall furnish copies of easements, owner consent agreements or other documentation pertaining to underlying property rights affecting the Site.

1.3 COE'S RIGHT OF RECLAMATION.

Notwithstanding any other provision of this Agreement to the contrary, the COE shall have the right to reclaim space on its elevated water towers or in COE-owned communications houses (excluding houses built by Licensee), at the end of the initial term or any renewal term, if needed for COE use and without any liability to Licensee, except for equitable refund of prorated License Fees and Aid-in-Construction payments. In such an event, the COE shall provide Licensee one (1) years notice. The COE shall assist Licensee in relocating its equipment to another suitable COE Site if available, in which case the License Fee and escalations for the replacement Site shall remain the same as for the reclaimed Site. If a suitable replacement COE site cannot be located within six (6) months, the COE shall refund the prorata part of the License Fee for that Site and the prorata part of any Aid-in-Construction payments for that Site using 15-year straight-line depreciation applied to the time remaining in the License term after the equipment ceases commercial operation. Licensee shall not be subject to reclamation to accommodate other licensees at the Sites.

1.4 SITE LICENSE TERMS.

(a) Initial Terms. The initial License terms for the individual Sites shall, unless otherwise agreed to by the Parties and specified in writing on the Site Licenses or attached documentation, begin on the Commencement Date stated on the Site License of the individual Sites (the "Commencement Date") and end on the anniversary date of an individual License no later than five (5) years after the Commencement Date, unless the individual Site License is terminated earlier. A Site License may terminate, upon 90 days notification to the COE, if Licensee is unable to obtain any license, permit, or Governmental Approval necessary to the installation or operation of Licensee's equipment or frequencies at the Site.

(b) Renewal Terms. Licensee shall have the option to renew any Site License for three successive five (5) year terms, in accordance with the License Fee Escalation provisions herein, provided that Licensee notifies the COE in writing of its intention to renew 90 days before the initial term of the License expires.

(c) Variations in Term Lengths. Upon written agreement of the Parties, the initial License terms and optional renewal terms may be shorter than the ones specified above, and may be different for different Site Licenses. The License term specific to each Site shall be shown on or attached to the Site License documentation, which documents shall be updated at appropriate times to show term renewals and other special conditions agreed to by the Parties.

(d) Eminent Domain. In the event that the COE and its licensees should be required to vacate a Site by an entity having eminent domain power, whether through condemnation proceedings or the COE's voluntary settlement with the entity, Licensee shall have the right to terminate the License for that Site upon settlement or final adjudication of the condemnation matter.

(e) Six-month Deadline. In the event Licensee has not installed and placed in commercial operation substantially all of its equipment and antennas at a particular Site as described in the Site License within six (6) months after the Commencement Date of the particular Site License, subject to a reasonable extension in case of extenuating circumstances made known to the COE, the COE shall have the right to terminate the License as to that Site. In such an event, the COE shall refund fifty (50) percent of any Aid-in-Construction payments Licensee has made for that Site. Other payments for Application Fees, License Fees, Reimbursements, Escort Fees and Additional Property Rights Costs shall not be refunded.

II. FEES, CHARGES & REIMBURSEMENTS

2.0 LICENSEE'S PAYMENTS. Licensee shall make the following payments to the COE at its Accounts Receivable office at Elgin, Texas.

(a) Application Fees. Licensee shall pay a non-refundable fee of \$500 with each Site License request to defray the COE's processing costs.

(b) License Fees. Licensee shall pay the COE a separate License Fee for each Site in accordance with the License Fee schedule in effect at the time of License execution. License Fees shall be calculated for each Site, taking into account the value of Site access, Licensee's level of communications usage, land usage, and other components as listed in the COE's fee schedules. License Fees shall be completely specified on each Site License. Unless a different Fee

payment schedule is agreed to by the Parties and specified in the Site License, License Fees shall be payable in advance payments monthly per Site per year to be arrived at by dividing the annual site lease amount by 12 months, with payments of the first months License Fees made within twenty (20) days of the Commencement Date of each Site License. License Fees for subsequent months shall be due and payable by the tenth day of each applicable month, unless special considerations such as in kind services or swaps are noted in Site License Agreement.

(c) License Fee Escalation. Beginning with the second License year for each Site, the yearly Site License Fee of each Site License shall be escalated 3%.

(d) Expanded License Fees. If Licensee intends to expand the scope of its operations or install additional equipment at a particular Site in such a way as to increase the space usage or burden on the facilities, Licensee shall request an expanded Site License. Such License shall be granted if space is available and subject to the Interference provisions and increased License Fees in accordance with rates in effect at the time the expansion request is granted. Expanded fees shall be prorated according to the amount of time remaining in the License year from the time the expansion request is approved, and payable within twenty (20) days of notification of approval. License Fees for the remaining years at an expanded Site shall include the expanded fee and be subject to the escalation provisions above. To facilitate Licensee's planning for additional equipment installations, the COE shall use its best efforts to notify Licensee of rate increases 6 months in advance of their effective dates.

(e) Reimbursements. In addition to License Fees and other payments, Licensee shall Reimburse the COE for its reasonable out-of-pocket costs, expenses, fully burdened employee costs and administrative costs of analyzing, engineering, modifying, reinforcing, or modifying Sites and fencing to accommodate Licensee's installations if necessary. The COE shall provide Licensee with an estimate of such Reimbursements and obtain Licensee's approval before proceeding with any work. Licensee shall not be liable for costs or expenses associated with the COE's infrastructure facilities or those of other licensees or other users. Reimbursements shall be invoiced as costs are incurred and shall be due and payable within twenty (20) days after Licensee's receipt of the COE's invoice.

(f) Aid-in-Construction. If the expected costs of analyses, engineering, modifications or other work on Licensee's behalf will exceed the yearly License Fee at a Site, Licensee and the COE shall agree in advance on reasonable up-front payments, progress payments and an invoicing and payment schedule sufficient to cover the COE's start-up cost and the costs of work in progress. Advances and Aid-in-Construction payments shall be trued-up if necessary to reflect the correct charges upon completion of the installation.

(g) Escort Fees. Licensee shall pay the COE's standard fees for the COE's employees or contractors to escort Licensee's employees or contractors to the Sites if direct access for Licensee, including separate fencing and communications house partitioning, cannot be provided. Escort fees shall be billed with and subject to the same payment terms as Reimbursements.

(h) Back-up Power Charges. If sufficient capacity exists on the COE's back-up generators at the various Sites, Licensee may request connection to these generators. Charges for back-up capacity, if applicable, shall be in accordance with the COE's standard rates and shall be added to License Fees. The COE shall have the right, upon thirty (30) days notice and without liability, to reclaim back-up generator capacity if it should later be needed for the COE's use.

2.1 BILLING AND PAYMENT. Periodic fees and charges shall be paid in advance, and the COE will invoice Licensee approximately one month before the various fees and charges become due. Invoices shall be sent through ordinary U.S. mails and shall be deemed received four (4) days after placement in the mails. Licensee shall pay late charges compounded daily based on an 18% A.P.R. or the highest rate permitted by law for each unpaid invoice which is fifteen (15) days past the due date until fees and other charges are received by the COE.

2.2 TAXES. Licensee shall pay all Federal, State, local and other taxes, including excise, use, franchise, ad valorem and property taxes, charged to or assessed against Licensee or the COE because of the License, Licensee's installation or operation of communications equipment or trade fixtures or Licensee's construction of additional communications houses.

2.3 INSTALLATION, OPERATIONS & MAINTENANCE COSTS. Licensee shall be responsible for the costs of installing, operating and maintaining its own equipment, including antennas and cabling. The COE shall be responsible for the costs of installing, operating and maintaining the elevated water towers, and the Site property.

The COE acknowledges that it, and not Licensee, shall be responsible for compliance with all tower or building marking and lighting requirements which may be required by the Federal Aviation Administration (FAA) or the Federal Communications Commission (FCC). The COE shall indemnify and hold harmless Licensee from any fines or other liabilities caused by the COE's failure to comply with such requirements. Further, should Licensee be cited by either the FCC or FAA because the site is not in compliance with such marking and lighting requirements within the time frame allowed by the citing agency,

Licensee may terminate the applicable Site License immediately upon notice to LCRA.

III. CONSTRUCTION & EQUIPMENT INSTALLATION

3.0 PLANNING AND SITE ACCESS. Licensee and COE shall cooperate and coordinate in the planning, Site access and other needs to implement this Agreement. Because most of the Sites are located within the COE's water service areas and because work at these Sites will be associated in the minds of the public with the COE, Licensees and their personnel shall take care to avoid unnecessary noise, disruption, interference with livestock or trespass on lands not under easement to the COE.

3.1 TOWER ANALYSES AND REQUIRED MODIFICATIONS. As part of the processing of Licensee's applications, the COE shall perform, at Licensee's expense, structural analyses for each tower through its own engineering departments or through qualified and experienced engineering firms prior to the approval of Licensee's application. All structural modifications, reinforcements or additions to the tower or communications houses shall upon their completion become the property of the COE.

3.2 ENGINEERING DESIGNS; COORDINATION. Designs for installations shall be performed by an engineer competent in the appropriate specialty and registered in the State of Texas. Construction work shall be overseen by an engineer registered in the State of Texas. Licensee's technical staff, engineers and contractors shall coordinate plans, designs and construction work with the COE's technical staff to ensure that the design and construction work will be performed in a safe, orderly and expeditious manner.

3.3 TOWER WORK & INSTALLATIONS. All work performed by Licensee or Licensee's contractors on the towers, including modifications, reinforcements, installation, maintenance and removal of Licensee's antennas, coaxial cable and hardware attached to the towers and cable trays in contact with the towers, shall be approved by the COE. In such cases, Licensee shall Reimburse the COE for the cost of COE on-site inspector to monitor the work. Licensee shall Reimburse the COE for all costs of tower modifications, installation, maintenance or removal of Licensee's tower equipment performed by the COE in accordance with the provisions of Section II., FEES, CHARGES & REIMBURSEMENTS.

3.4 LICENSEE TO PERFORM ELECTRONICS WORK. Licensee shall be responsible for procuring, installing, testing and maintaining its electronic equipment, connecting it to the cables leading to the tower, and AC power circuits to supply the equipment.

3.5 LICENSEE'S RIGHT TO CONTRACT OR SUBCONTRACT. Licensee shall have the right to contract or subcontract engineering design, communications house construction work, and the installation, testing, operations and maintenance of Licensee's electronics. Before starting any work at the Sites, Licensee's contractors and subcontractors shall be required to sign an indemnity agreement protecting the COE and to show evidence of adequate liability insurance.

3.6 CONTRACTOR SELECTION. Licensee's selection of contractors and subcontractors shall be approved by the COE before any work at the Sites begins; approval shall not be unreasonably withheld or delayed. Licensee shall require all contractors and subcontractors to coordinate and cooperate with COE staff for Site access, scheduling, construction, installation and maintenance. Licensee shall Reimburse the COE for the costs of such coordination in accordance with the provisions of Section II., FEES, CHARGES & REIMBURSEMENTS.

3.7 SITE CLEANUP. Licensee shall ensure that its crews, contractors and subcontractors keep the Sites clean and properly dispose of debris resulting from their work. If debris is allowed to accumulate or is disposed of improperly, the COE shall have the right to remove it and charge Licensee for the costs.

3.8 EQUIPMENT REMOVAL. Upon expiration or termination of the License, Licensee shall at its expense and within 120 days remove its equipment and restore the Site to its original condition.

IV. REPRESENTATIONS

4.0 LICENSEE'S REPRESENTATIONS.

(a) Licensee is duly organized and validly existing in the jurisdiction of its organization, is qualified to conduct business in the State of Texas and owes no delinquent corporate franchise taxes to the State of Texas, and has all the necessary power and authority to execute, deliver and perform its obligations under this Agreement.

(b) The execution, delivery and performance by Licensee of this Agreement does not conflict with any law, regulation, order, contract or instrument to which Licensee is subject or by which Licensee is bound.

(c) Licensee represents that the equipment, software, communication signals and information content that Licensee will use in connection with Licenses approved under this Agreement do not and will not infringe on any patent, trademark or copyright. Licensee agrees to defend claims and indemnify

the COE against losses, damages or other expenses in connection with Licensee's violation of this provision.

(d) All technical and regulatory information provided with Site License applications shall be accurate and complete.

(e) Licensee agrees that, as of the Commencement Date of an individual Site License, Licensee shall have inspected the Sites and towers, understood the location and nature of the premises and shall be satisfied as to the condition of the premises for the uses it contemplates. Licensee accepts the premises in their present condition, as is and where is. Licensee makes no representation as to the presence or absence of latent defects.

(f) Licensee shall use its best efforts to apprise its customers, affiliates and other interested parties of the terms and conditions of this Agreement as they affect service conditions, maintenance and repair outages.

4.1 COE's REPRESENTATIONS.

(a) The COE is duly organized and validly existing in the State of Texas, and has all the necessary power and authority to execute, deliver and perform its obligations under this Agreement.

(b) The execution, delivery and performance by the COE of this Agreement does not conflict with any law, regulation, order, contract or instrument to which the COE is subject or by which the COE is bound.

(c) The COE represents that the facilities that the COE will provide under this Agreement do not and will not infringe on any patent, trademark or copyright. The COE agrees to defend claims and indemnify Licensee against losses, damages or other expenses in connection with the COE's violation of this provision.

(d) The COE shall make available its technical, surveying and other Site information to assist Licensee with planning and engineering, but the COE does not warrant the accuracy of any information supplied.

(e) The COE makes no representations pertaining to the condition of the Sites, elevated towers, or premises, including the possibility of latent defects, and expressly disclaims any warranties as to the condition of the Sites, towers, or premises, or the suitability of any of them for Licensee's intended purposes including implied warranties of habitability or fitness for a particular purpose.

V. INTERFERENCE

5.0 LICENSEE'S DUTY OF NONINTERFERENCE. Licensee shall install, operate and maintain its equipment and facilities in a manner which will not physically or electronically interfere with or cause signal degradation to the COE's electric or water system operations, with the Coe's communications systems, either existing or engineered as of the date of Site License approval, or with any Prior Licensees. As a precondition for the grant of a License to operate at a particular Site, Licensee shall provide and pay for a frequency analysis and any other necessary analyses, to be performed by a licensed and experienced engineering firm to provide reasonable assurance that Licensee's equipment and operations will not interfere with the COE's operations or those of Prior Licensees. Licensee's duty to avoid interference in accordance with the terms of this Agreement shall remain absolute throughout the License terms, irrespective of favorable pre-installation analyses, varying atmospheric conditions or the COE's approval of Site Licenses.

5.1 REMEDIES FOR INTERFERENCE. In the event that Licensee's equipment, installation work or operations should interfere with those of the COE or of Prior Licensees (including interference affecting more than one Site), then upon written notice from the COE, Licensee shall at its own expense correct the interference within seventy-two (72) hours from notice, even if Licensee's equipment is operating in compliance with FCC regulations. If Licensee fails to eliminate the interference within the required time, then after an additional twenty-four (24) hour grace period for Licensee to eliminate the interference, the COE shall have the right to immediately enter the premises and shut down Licensee's equipment and operations until Licensee can eliminate the interference or, as a last resort, to terminate Licensee's License as to that Site. In the event of termination, Licensee shall remove its equipment and facilities from the Site within a reasonable time.

5.2 TECHNICAL DISAGREEMENTS. If licensees disagree on the existence, source or extent of interference, the COE may engage an independent engineering firm to perform impartial analyses to determine the cause of the interference. The COE shall be entitled to Reimbursement for the cost of such analyses by the licensee or licensees found to be causing the interference.

5.3 PRIORITIES FOR RESOLVING INTERFERENCE. If analyses indicate interference among the operations of multiple occupants of a particular Site or occupants of multiple Sites, the requirements for eliminating interference shall be according to the following priorities:

(a) The COE's equipment and operations shall have top priority; no licensee's equipment or operations shall interfere with the COE's equipment or operations under any circumstances;

(b) Licensee's equipment and operations shall have priority over Subsequent Licensees at that Site, which shall mean other licensees whose Licenses for that Site were executed later than Licensee's License;

(c) Licensee's equipment and operations shall yield to Prior Licensees at that Site, which shall mean other licensees whose Licenses for that Site were executed earlier than Licensee's License, including their successors or assigns;

(d) If, at a time later than the initial installation, Licensee should modify its equipment or operations or change the tower or antenna configuration at a particular Site, and should these modifications or changes introduce interference (including interference affecting more than one Site), then Licensee shall be treated as a Subsequent Licensee with respect to these modifications or changes, and shall yield to the other Site occupants. However, Licensee's original equipment, operations and antenna configuration shall not lose their original priority, in the event Licensee desires to reverse the changes and return to its original mode of operation.

5.4 DISCLAIMER. The COE shall use its best efforts to promptly enforce these priorities with respect to other licensees, but shall not be liable to Licensee for damages or compensation for losses or extra expense due to outages, delay, inefficiency or time consumed in resolving technical disputes among licensees.

VI. REMEDIES ON DEFAULT

6.0 DEFAULT DEFINED. A default is the failure of a Party to meet its substantive obligations under this Agreement including persistent lateness in payment of fees or other charges, or the accumulation of excessive payments in arrears, even if late charges are being paid. Default shall include a material misrepresentation of facts or performance data or omission of pertinent data required in License requests or construction plans, or installation of equipment without adhering to the planning and approval processes of this Agreement. Delay or impossibility of performance on account of Force Majeure conditions, as defined below, shall not constitute default.

6.1 NOTICE REQUIREMENT. If a Party should be in default and if the other Party has performed all of its obligations, the non-defaulting Party shall deliver written notice to the defaulting Party describing the default. If the default continues for more than one month after delivery of the notice (or such time as necessary to correct the default with due diligence), the non-defaulting Party may pursue its legal remedies as provided below.

6.2 COE's REMEDIES. Upon default by Licensee and after the prescribed notice period, the COE may enforce specific performance of Licensee's obligations, take reasonable measures, if possible, to cure the default and charge Licensee for costs incurred, or may, without liability, terminate the particular Site

Licenses at Sites where defaults have occurred. If the COE should be obliged to terminate any Site Licenses because of Licensee's failure to cure a default, the COE shall have the right, without liability or further notice, to enter and take possession of the premises and expel or remove Licensee, its equipment and facilities.

6.3 LICENSEE'S REMEDIES. Upon default by the COE and after the prescribed notice period, Licensee may enforce specific performance of the COE's obligations or terminate individual Site Licenses at Sites where defaults have occurred.

6.4 ALTERNATIVE DISPUTE RESOLUTION. In the event of a contract dispute or default, the Parties shall try in good faith to resolve disagreements through alternative means such as mediation or arbitration, before resorting to litigation.

6.5 ENFORCEMENT COSTS. If, after good faith efforts toward resolution through alternative means, a Party is obliged to file suit to enforce the terms and conditions of this Agreement and should recover a judgment, the prevailing Party shall be entitled to recover from the other Party reasonable and necessary costs, expenses and attorneys' fees.

VII. CONFIDENTIALITY

The Parties agree that they and their employees have kept and will keep confidential the pricing and competitive business provisions of this Agreement, as well as technical data, summaries, reports or information acquired or developed during the negotiations and performance of the Agreement, and that they have not and will not reveal the same to any persons not employed by the other Party except (i) at the written direction of such Party; (ii) in compliance with law including the Texas Public Information Act, in which event the Party required to disclose information shall notify the other Party as promptly as practicable and, if possible, prior to making any disclosure and shall seek lawful protection for the confidentiality of such information; (iii) as part of its normal reporting or review procedure to its parent company, auditors, regulators and attorneys; (iv) where such information is part of the public domain or previously disclosed by the other Party; or (v) to potential investors, insurers or financing entities or their agents, representatives or consultants, provided that such persons agree to be bound by the provisions of this Section. This confidentiality provision shall be effective during the terms of the Site Licenses and for one (1) year after all of them are terminated.

VIII. LIMITATION OF LIABILITY AND INDEMNIFICATION

8.0 LIMITATION OF LIABILITY. Notwithstanding any other provisions of this Agreement, *neither Party shall be liable to the other for special, incidental, consequential, punitive or indirect damages or for any loss of use, revenue, or*

profit suffered by the other Party or its successors or assigns, customers or affiliates in connection with any breach of obligation under this Agreement, nor as a result of premises defect, interference, failure or unavailability of an elevated water tower or any equipment, facility or service to be provided by the COE or by Licensee under this Agreement, or under any other circumstance.

8.1 INDEMNIFICATION.

(a) Licensee's Obligation. Licensee agrees to defend, indemnify and hold harmless the COE, its owners, officers, directors, employees, agents and affiliates from and against any and all claims, losses, penalties, forfeitures, damages, judgments, causes of action, suits, liabilities, costs and expenses, including reasonable expenses, costs and attorneys' fees, arising out of any negligent or willful act or omission of Licensee's personnel, contractors or subcontractors of any tier that directly causes or contributes to personal injury or property damage during the performance of this Agreement. Licensee shall similarly defend and indemnify the COE against any claims from or judgments in favor of Licensee's customers, affiliates or third parties claiming through Licensee as a result of antenna, tower or equipment failure, interference, signal degradation or other service impairments. Licensee shall be liable for the cost of restoration, repair or replacement of any COE facilities to the extent such facilities are damaged or destroyed as a direct result of a negligent or willful act of Licensee, its employees, contractors or subcontractors.

(b) Defense and Indemnification Procedure. A Party seeking defense or indemnification against a claim, suit or cause of action related to this Agreement shall give the other Party prompt notice of the claim, suit or cause of action. Both Parties shall cooperate in the defense, and the Party seeking defense or indemnification shall have the right to assist and participate in the defense. If such claim, suit or cause of action is covered by insurance, the above requirement for participation shall be superseded by the defense provisions of the Party's insurance policy to the extent they are inconsistent.

IX. INSURANCE

9.0 LICENSEE'S COVERAGE.

(a) Throughout the terms of the Site Licenses and any renewal terms, Licensee shall maintain sufficient liability insurance to protect both Parties from damages, claims, penalties, fees, suits, and/or judgments caused or claimed to have been caused by the sole or proportionate negligence of Licensee, its agents, employees, contractors or subcontractors of any tier or their agents or employees. Coverages shall be in the amounts shown below. Licensee's insurance and the insurance of Licensee's contractors or subcontractors shall be primary to any self-insurance or insurance maintained by the COE and shall name the COE as an additional insured. Licensee's insurance policies and those

of contractors and subcontractors shall expressly waive all rights of subrogation against the COE, its directors and employees. With the COE's written consent, which shall not be unreasonably withheld, Licensee may be allowed to self-insure, provided that Licensee has met statutory and regulatory requirements for self-insurance and can show sufficient financial assets and a satisfactory accident history for itself and its contractors. If Licensee is allowed to self-insure, Licensee's contractors and subcontractors shall nevertheless be required to carry the specified insurance while they perform work at any of the Sites.

(b) Licensee shall furnish to the COE an insurance certificate evidencing the required coverages before any workers, equipment, or materials arrive on the COE's premises and annually thereafter.

(c) Licensee shall maintain insurance in the following types and amounts. These amounts shall not be construed as limitations on Licensee's liability under this Agreement.

(i) Workers' Compensation: Coverage A - statutory; Coverage B - \$500,000 employer's liability.

(ii) General Liability (occurrence form) including personal and bodily injury liability, broad form property damage, operations liability and contractual liability in a minimum amount of \$2,500,000.

9.1 COE's COVERAGE. The COE shall not insure Licensee's equipment or operations against damage or loss from fire, windstorm, theft, vandalism or other perils. If Licensee desires property damage insurance for its equipment or operations, it shall be fully responsible for obtaining and paying for it.

9.2 INSURANCE FOR CONTRACTORS AND SUBCONTRACTORS. All contractors and subcontractors who work on the COE's premises shall maintain the same levels and types of insurance required of Licensee. Licensee may either insure contractors and subcontractors under its own policies or require them to carry separate policies. Licensee shall defend and indemnify the COE against any loss or damages resulting from the failure of Licensee's contractors or subcontractors to be so insured. Upon the COE's written consent, lower-level subcontractors may be allowed to carry lesser levels of general liability insurance; such consent shall not be unreasonably withheld.

X. FORCE MAJEURE & SITE OBSOLESCENCE

10.0 FORCE MAJEURE.

(a) Neither Party shall be liable for delays, nonperformance, damage or losses due to causes beyond its reasonable control, including but not limited to

action of the elements, severe weather, fires, floods, sabotage, government or regulatory action including withholding of approvals, strikes, embargoes or delays beyond the control of vendors or contractors. Damage, vandalism, water leakage, failure or collapse of an elevated water tower whether or not caused or contributed to by a latent defect shall be considered a Force Majeure event.

(b) A Party whose performance is hindered or delayed shall use its best efforts to reduce the length of the delay and to mitigate the effects of it. If the delay extends or can be expected to extend beyond 90 days, the other Party shall have the right to terminate Licenses for affected Sites upon 30 days written notice to the other Party, provided that services prior to termination shall be paid for. The COE agrees that Licensee may operate out of a portable facility during recovery from Force Majeure, and the COE shall use its best efforts to provide space for the portable facility during recovery.

(c) In the event that a tower or Site facilities should be damaged by Force Majeure in excess of half their original cost, the COE may elect not to repair or replace the tower or Site facilities, in which case Licensee's License for that Site shall terminate. In such an event, Licensee shall have no claim for damages nor refunds of Fees and other payments; however, the COE shall assist Licensee in relocating its equipment to another suitable COE Site if available.

10.1 SITE OBSOLESCENCE. In the event that any of the towers or Site facilities should become unserviceable through deterioration or degradation in performance of such extent that the cost of repairing or replacing them would exceed half their original cost, the COE may elect not to repair or replace the towers or Site facilities, in which case Licensee's License for that Site shall terminate. In such an event, Licensee shall have no claim for damages but shall be entitled to an equitable refund of Fees, Reimbursements and Aid-in-Construction payments.

XI. MISCELLANEOUS PROVISIONS

11.0 COMPLIANCE WITH LAWS. The Parties shall comply with all federal, state and local laws, regulations, ordinances and orders.

11.1 WORKER CONDUCT & PUBLIC RELATIONS. Licensee shall make its employees and contractors aware that the public expects the COE and companies working with it to conform to high standards of safety and personal conduct. Licensee shall ensure that its employees and contractors conduct themselves accordingly during their visits to the Sites. In particular, employees and contractors shall not encroach on private property, litter, use alcohol, drugs or weapons, exceed speed limits, drive recklessly, or otherwise disturb the peace. Violation of this provision shall be a material breach of this Agreement,

and Licensee shall bar from the Sites any employee or contractor who violates the provision.

11.2 COE's RIGHT OF ENTRY. The COE shall be provided access to and shall have the right to enter any premises at which Licensee's equipment is installed at any time to inspect the installations, monitor operations and ensure that the terms and conditions of this Agreement are being met. In the event of an emergency, including interference that has not been eliminated according to the procedures of this Agreement, the COE shall have the right, without liability, to enter the premises at any time by any necessary means including disabling or removing locks and to take any action reasonably necessary to protect the integrity of the telecommunications system, the Sites and associated facilities.

11.3 ASSIGNMENT.

(a) Licensee's Assignment Rights. Except as to any entity controlling, controlled by or in common control with Licensee, Licensee shall not assign, sublet or delegate all or any part of its rights or obligations under this Agreement to any person or entity without the prior written approval of the COE, which shall not be unreasonably withheld. The COE's approval shall be required for each Site at which such a transfer is contemplated. If the COE grants such approval, the terms of the agreement will revert to the monthly cash license fees in the Site License Agreement, unless otherwise negotiated. It shall be the option of the COE to receive the monthly cash license fees or other in kind services or considerations.

(b) COE's Assignment Rights. Except as to any entity controlling, controlled by or in common control with the COE, the COE shall not assign all or part of its rights or obligations under this Agreement to any person or entity without the prior written approval of Licensee, which shall not be unreasonably withheld. Licensee's approval shall not be required in the event the COE merges with another entity, is acquired by another entity, reorganizes or separates into multiple entities or affiliates, provided that one of the resulting entities intends to provide communications services at the Sites similar to those of the COE.

(c) Binding on Successors and Assigns. Subject to the above approval rights, this Agreement shall be binding upon and inure to the benefit of the Parties and their successors, assigns and transferees.

11.4 FIXTURES. All structural modifications to the towers and communications houses shall become the COE's property. Licensee's antennas, associated cables, hardware and electronic equipment shall remain Licensee's personal property and shall not become fixtures, whether or not attached to elevated water towers, communications houses or the Sites.

11.5 LIENS & ENCUMBRANCES. Licensee shall ensure that no mechanics' or materialmen's liens or any other encumbrances are imposed on the Sites or any

other COE property as a result of Licensee's work. If a worker, supplier, contractor or subcontractor should file such a lien or encumbrance, Licensee shall promptly take the necessary steps at its own expense to remove and discharge it.

11.6 ENVIRONMENTAL CONDITIONS. If an environmental hazard as defined by regulatory agencies is discovered at a Site and the COE does not remediate the hazard or make a suitable alternate Site available within four months after its discovery, Licensee shall have the right to terminate the License as to that Site, and the amounts paid as the License Fee for that Site shall be refunded to Licensee. Licensee shall not install or use lead-acid batteries or underground storage tanks at the Sites or introduce any other pollutants, hazardous substances or hazardous wastes. Licensee shall be liable for and shall indemnify the COE against any fines, penalties and costs of environmental cleanup that arise out of the introduction or use of any of these materials by Licensee, its contractors or subcontractors, including spills, leaks or contaminations resulting from the mishandling of fuels, lubricants or other substances. This provision shall survive the terms of the Licenses.

11.7 NO THIRD-PARTY BENEFICIARIES; NO PROPERTY RIGHTS. The terms and conditions of this Agreement are intended for the sole benefit of the COE and Licensee. Nothing in this Agreement, express or implied, is intended to confer any benefits, rights or remedies upon a third party. Nothing in this Agreement or in its performance shall create or vest in Licensee or its successors or assigns any title, ownership, easement or any other property rights in the COE's systems, lands or other property.

11.8 NO BROKERS; NO PARTNERSHIPS. Each Party represents that no brokers were involved in this transaction and Agreement and that no third parties are entitled to commissions or other payments. The relationship of the Parties to this Agreement is that of Licensors and Licensee, not of partners, joint venturers or an agency relationship.

11.9 PUBLICITY. No press releases or other publicity not required by law will be permitted without the prior agreement of both Parties. Licensee shall not use the COE's name in advertising or promotional material without the COE's written consent and explicit approval of each text or program.

11.10 ENTIRE AGREEMENT AND MODIFICATIONS. This Agreement, as evidenced by the Contract Documents, constitutes the entire Agreement and understanding between the Parties and supersedes previous negotiations, understandings, discussions, correspondence or representations. The Contract Documents shall not be modified or changed except by a writing executed by both Parties. No verbal representation of any negotiator, engineer, officer, employee or agent of either Party shall vary the written terms of this Agreement.

No waiver of any right under the License Agreement shall be effective unless a writing signed by the Party grants such waiver.

11.11 SEVERABILITY. If any term or provision of this Agreement is determined to be void, unenforceable or contrary to law by a regulatory agency or court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. If the FCC or any division thereof issues an order that any term or provision is contrary to FCC rules or policies, and such order is not stayed, then whether or not such order is subject to review or reconsideration, such term or provision shall be void (except to the extent that such order is modified on review or reconsideration), but the remainder of this Agreement shall remain in full force and effect.

11.12 NOTICES. Official notices required by this Agreement shall be in writing and shall be hand delivered, mailed by registered or certified mail return receipt requested, or sent by overnight courier or facsimile, addressed to the following:

Licensee: As specified in each Site License.

COE: Director of Utilities/ with cc to City Manager
City of Elgin
P.O. Box 591
Elgin, Texas 78621
Facsimile: (512) 285-4267

11.13 CHOICE OF LAW, JURISDICTION & VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Jurisdiction and venue for any litigation between the Parties shall be exclusively in the state or federal courts located in Bastrop County, Texas.

11.14 COUNTERPARTS. The Contract Documents may be signed in several counterparts, each of which shall be an original for all purposes but all of which taken together shall constitute a single agreement.

11.15 HEADINGS AND ATTACHMENTS. Headings used in this Agreement are for convenience and shall not control the meaning or interpretation of this Agreement. Documentation accompanying the Site Licenses including drawings, data and attachments, if any, are integral to this Agreement and incorporated for all purposes into it.

LICENSEE:

By (Print Name): Cliff Ollie

Signature: Chad Allen Date: 8/18/08
Title: President

CITY OF ELGIN:

By (Print Name): Jeff Goffe
Signature: [Signature] Date: 8/18/08
Title: City Manager

**City of Elgin
Elevated Water Storage Facilities
Site License Agreement**

The City of Elgin hereby grants a license, as of the Site License Data written below, to the named Licensee to install, operate, maintain and remove communications equipment at the named Site, under the conditions specified below and in accordance with the applicable General Terms and Conditions of the Elevated Water Storage Facilities License Agreement dated 10-7-08.

Licensee: Eccentrix Technologies, LLC d/b/a Eccentrix Wireless

City of Elgin Site Name: Water Tower #1

Site Owner: City of Elgin

Elevated Tower Owner: City of Elgin

Monthly License Fee Subtotal for Antenna: \$250/month

Monthly License Fee Subtotal for Ground Space: \$ N/A

Total Monthly License Fee: \$250/month

Annual Fee Escalation: 5%

Site License Date:

10/2/08

Commencement Date:

10/7/08

Primary Term Expiration Date:

10/7/13

Renewal Terms of Site License

#1: 5 year renewal term Annual Fee Escalator 3%

#2 5 year renewal term Annual Fee Escalator 3%

#3 5 year renewal term Annual Fee Escalator 3%

Special Conditions of Site License: The Total Monthly License Fee shall be due and payable each and every month beginning on the Commencement Date. The COE will invoice Licensee approximately one month before the fees become due.

**City of Elgin
Elevated Water Storage Facilities
Site License Agreement**

Licensee's Address for Notices:

11417 Walton Hill Pass
Coupland, TX 78615

List contacts for billing, site maintenance and emergencies:

Billing:

Kaitlin Olle
(512) 426-4929
kaitlin@eccentrixtechnologies.com

Site Maintenance and Emergencies:

Cliff Olle
(512) 426-4929
cliff@eccentrixtechnologies.com

List name and phone numbers of person(s) visiting site:

Cliff Olle (512) 426-4929 work, (512) 450-4929 cell
Kaitlin Olle (512) 426-4929 work, (512) 739-7775 cell
Joel Allspaugh (512) 426-4929 work, (512) 964-7047 cell
Chuck Gifford (512) 426-4929 work, (512) 739-7771 cell

**City of Elgin
Elevated Water Storage Facilities
Site License Agreement**

List of Attachments to Exhibit A:

1. Approved Technical Reviews with attached Specifications, Drawings, and Plans.
2. Standard Rate Sheet.
3. Site Drawings.

**City of Elgin
Elevated Water Storage Facilities
Site License Agreement**

Exhibit B
Equipment List

SITE NAME: WATER TOWER #1

Licensee shall install the following equipment at the Site:

- 3 Motorola Canopy 2.4 GHz 120 degree Access Points
- 1 Motorola Canopy 5.7 GHz Backhauls with reflector dishes
- 1 Ligowave PTP 5, 5 GHz
- 2 Radios to be declared at a later date

Antennas & Cabling: No more than seven (7) antennas shall be installed at site, excluding antenna's for installed for COE use.

Electronics:

Equipment House (if any):
3'x2' outdoor enclosure

Related Appurtenances:

Signatures (needed only when Exhibit A is modified):

Licensee:  Date: 10/1/08

COE:  Date: 10/2/08

Rev. Date: _____

**City Of Elgin
Elevated Water Storage Facilities
Site License Agreement**

Exhibit C

Fees and Other Considerations

SITE NAME: WATER TOWER #1

- A. Antenna and Rack/Cable space (See Page 1)
- B. Direct cost for COE services that may be required
 - 1. Labor – Normal Hours 7:00 a.m. – 4:00 p.m.
Next day/scheduled with 24 hour notice during normal hours. \$40.00/hr
 - 2. Labor – (Unscheduled) Same Day Response or after
Hours with 24 hour notice. \$60.00/hr
 - 3. Call Out (Emergency) Two Hour Response
After hours without 24 hour notice \$80.00/hr

The City of Elgin shall invoice Licensee for these services at the COE's standard service rates currently in effect at the time the Services are performed. Labor rates shall escalate at 7.5% annually.

In addition to the above fees, swaps and consideration, Licensee agrees to reimburse the COE for specific services the COE performs for Licensee, as described under Fees, Charges& reimbursements.

Special Conditions: The initial \$500 application fee shall be waived. In lieu of the \$250/month rental charge, Eccentrix Wireless will provide the COE with point to point connections for high speed internet and networking access to city buildings including City Hall, the Planning and Development building, Morris Park and Pool, the Library, the Water Treatment Plant, and at a future date the Police department, if needed. If the COE should choose to terminate such point to point connections, the contract shall revert to the \$250/month charge plus the annual escalator fee.

Should Eccentrix Wireless choose not to renew this agreement and the COE chooses to continue the point to point services, the COE will pay Eccentrix Wireless \$300 per month, per link, with an annual escalator fee of 5%.

The agreement shall be for an initial five (5) year term, with the option to renew any Site License for three successive five (5) year terms, in accordance with the Fee Escalation provisions herein.

Signatures (needed only if Exhibit A is modified):

Licensee: Chittale Date: 10/2/08
COE: MF Date: 10/7/08
Rev. Date: _____

City Of Elgin
Elevated Water Storage Facilities
Site License Agreement

LICENSEE:

By (Print Name): ~~Cliff Olle~~ Cliff Olle

Signature: Cliff Olle Date: 10/7/08

Title: President

CITY OF ELGIN:

By (Print Name): Jeffrey N Lofsee

Signature: [Signature] Date: 10/7/08

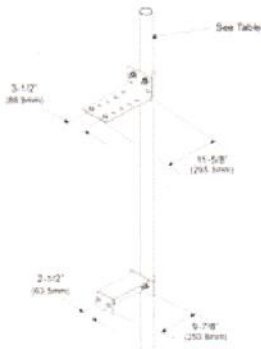
Title: City Manager

Product Specifications



WT-HRM2-72

Hand Rail Mount, 2-3/8 in x 72 in (60.3 mm OD x 1.8 m) mounting pipe included

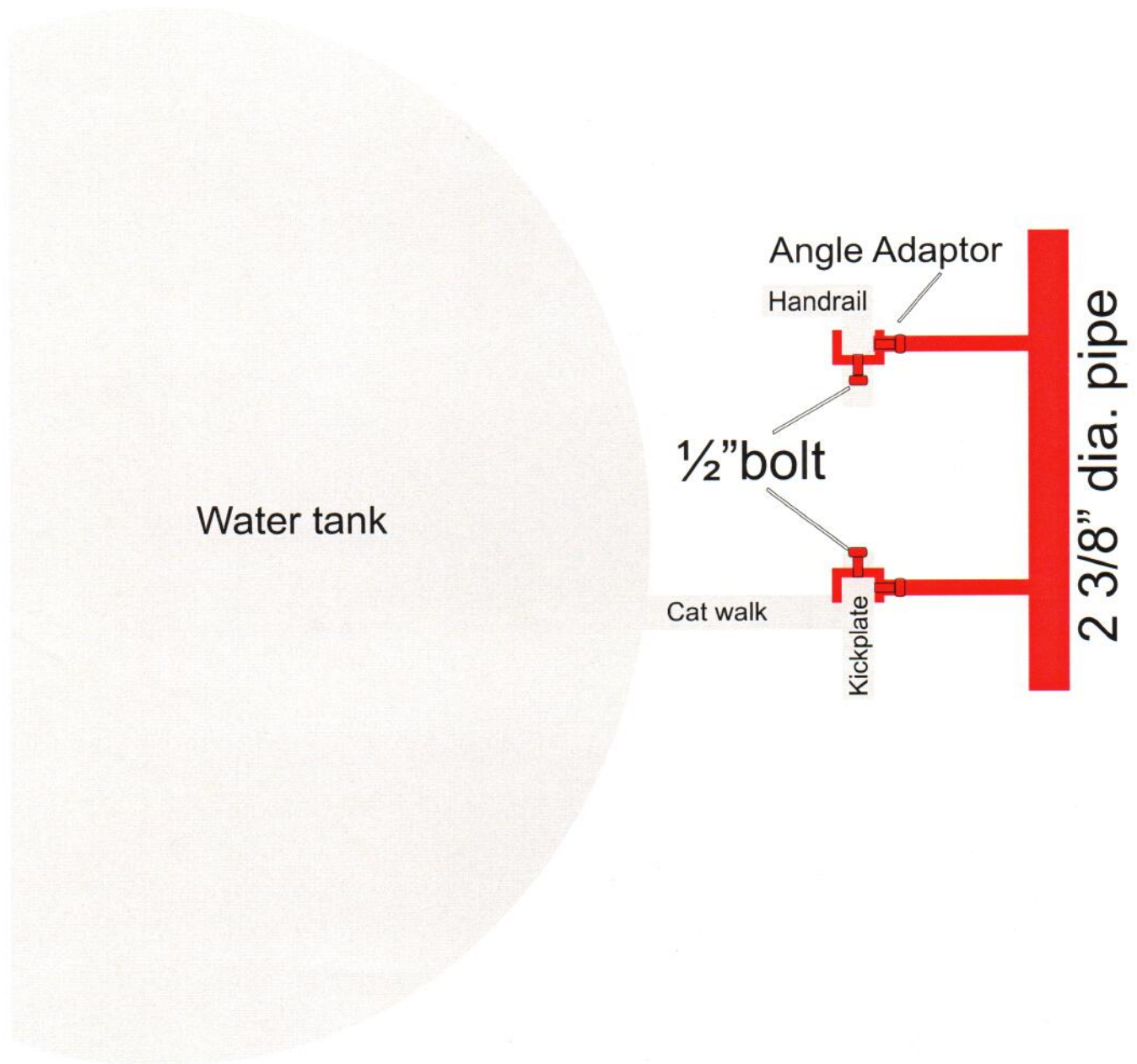


Name	Water Tower Hand Rail Antenna Mounts
Application	Water tower
Size	9 in (228.6 mm) stand-off
Design	Adjustable bolt-on design
Feature	Adapts to most handrail types
Mounts To	Handrail and toe board
Material	Hot dip galvanized steel
Includes	Mount, Hardware, Pipe mounts
Order Separately	Pipes

CHARACTERISTICS

Kit Quantity	Each
Weight	19.10 kg 42.10 lb

Proposed mount installation



LigoPTP 5-23

5 GHz Point-to-Point Integrated Backhaul device

Product Overview



LigoWave brings seamless 5 GHz point-to-point connectivity with the release of the LigoPTP 5-23 integrated radio. This product features a powerful, 27 dBm RF engine coupled with an integrated 23 dBi panel antenna, enabling carrier-class point-to-point operation in the 5 GHz spectrum. This radio features a magnetic reset switch for external reset capability and is housed in a slim, lightweight enclosure.

The LigoPTP 5-23 showcases an optimized version of the LigOS software suite - a powerful core OS providing an array of management and security features not present in other WISP products on the market today. The LigoWave point-to-point products also feature selective repeat ARQ technology, an enhanced software feature that optimizes data traffic to provide very high throughput over high-bandwidth, long-range links even in the presence of interference. The LigoPTP 5-23 is also compatible with RCMS, a centralized configuration, firmware, and statistics server offered by LigoWave for carrier class diagnostic and configuration management capabilities.

Key Features

- High output power (27 dBm, 500 mW) - adjustable
- Adjustable Channel Width capability for throughput optimization
- ARQ (Selective Repeat) for very high throughput
- True TCP throughput up to 70 Mbps
- Magnetic Reset Capability
- 23 dBi Integrated Panel Antenna
- PoE built-in for single cable installation
- Advanced security technologies
- Comprehensive management features
 - Web GUI
 - Command line management via SSH
 - RCMS server support for configuration
 - SNMP V1/2/3 with traps supporting MIBs: 802.1, 802.1x, MIBII
 - Syslog support
- Lightweight, slim design
- Rugged ABS Articulating Bracket Solution for multi-facet mounting

Specifications

WLAN Standard

Proprietary 5 GHz

Radio Scheme

5 GHz: OFDM (64QAM, 16QAM, QPSK, BPSK)
ARQ (Selective Repeat)

Error Correction

FEC, ARQ (Selective Repeat)

Frequency Range

4.9 GHz ~ 5.85 GHz

Channel Size

5/10/20/40 MHz

RF Output Power

27 dBm - Adjustable

Receiver Sensitivity

Adaptive, varying between -94.0 dBm and -74.0 dBm
according to modulation selected

Power Supply

Power over Ethernet, 18V DC / 1.0 A
On-board surge protect

Antenna

Integrated 23 dBi Panel

3 dB Beamwidth (Vertical/Horizontal)

10 deg/ 10 deg

Data Rates

Up to 70 Mbps at the Ethernet
Dynamically variable with aggregate
modulation range from
3.0 Mbps to 70 Mbps

Operating Mode

Point-to-Point

Security

Password Protection
AES Encryption
SSH Configuration Option

Operating Environment

Temperature -20C ~ 60C
Humidity 10 ~ 90% (non-condensing)

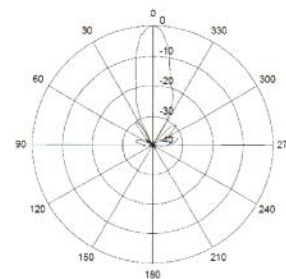
Warranty

1-Year

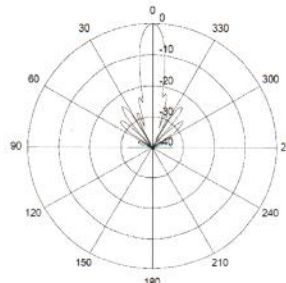
Certification

FCC/IC/CE

RF Patterns (Vertical)



RF Patterns (Horizontal)





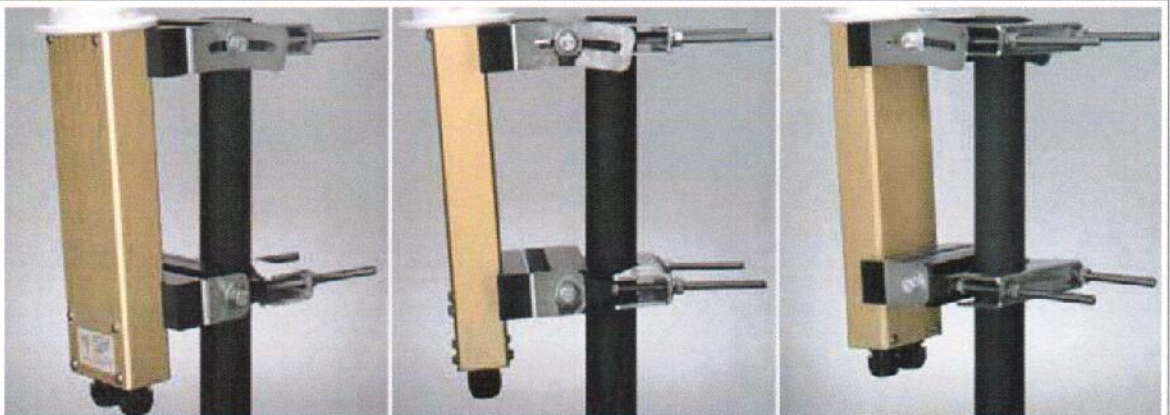
Toll Free 1-866-230-9174

Cyclone components are 100% compatible with the entire line of Motorola Canopy Subscriber Modules, Backhauls, and Access Points.

	CYCLONE	2400VS	2401VS	2450VS	2451VS
Antenna Specifications	Polarization	Vertical			
	Gain, dBi (nominal) Beamwidth -3dB	15 dBi @ 60°,13 dBi @ 90°, 12 dBi @ 120°, 10.5 dBi @ 180°,			
	Horizontal Plane Beamwidth	Adjustable to 60°, 90°, 120°, 180°,			
	Vertical Beamwidth -3 db	14.5°			
	X-Polarization Rejection	20 dB Min.			
	Front to Back	20 dB			
	VSWR	1.5:1 Maximum			
	Model #	CY-VS2304			
Radio Specifications	Frequency, GHz	2.415-2.457.5 ISM			
	Access Mode	TDD/TDMA			
	Signaling Rate	10 Mbps		20 Mbps	
	Carrier to Interference	3dB nominal, with receiver input @ –65 dBm and higher.			
	Receiver Sensitivity	–83 dBm 10– ⁴ BER			
	Operating Range	Up to 4 miles w/o Reflector, up to 10 miles w/Reflector			
	Output EIRP	36 dBm			
	DC Power	0.30 Amp @ 24 VDC (7.2 watts)			
	Interface	10/100 BaseT, Half/Full Duplex rate auto negotiated.			
	Protocols used by Cyclone	IPv4, UDP, TCP,ICMP,Telnet, HTTP, FTP, SNMP, DES	IPv4, UDP, TCP,ICMP,Telnet, HTTP, FTP, SNMP, AES	IPv4, UDP, TCP,ICMP,Telnet, HTTP, FTP, SNMP, DES	IPv4, UDP, TCP,ICMP,Telnet, HTTP, FTP, SNMP, AES
	Protocols supported by Cyclone	Switched Layer 2 Transport w/support for all common Ethernet protocols including IPV6, NetBIOS, DHCP, IPX, Etc.			
	Software Upgrade Path	Remotely Downloaded into Flash via RF link			
	Network Management	HTTP, TELNET, FTP,SNMP Version 2C			
	Temperature	–40° C to +55° C (–40° F ~ 131° F)			
	Weight	13 lbs.			
	Dimensions	Length 21", Width 5.5", Depth 12"			
FCC/IC Certification	QSX5700ISM / 4586A-5700EC				
Wind Loading Specifications	21.12 Lbs. @80 M.P.H.	33.00 Lbs. @ 100 M.P.H.	47.52 Lbs. @ 120 M.P.H.	64.68 Lbs. @ 140 M.P.H.	84.48 Lbs. @ 160 M.P.H.

Cyclone Mount

The Cyclone Mount is designed for flexibility and dependability. All components are custom machined from Aircraft Grade Anodized Aluminum and High Quality 304 Stainless Steel in order to create the most durable product possible. Our Mount is designed to accommodate mounting surfaces up to 3.5" in diameter and allows for greater than 15° of Downtilt as well as 4° of Uptilt.



Cyclone Support Last Mile Gear provides some of the best Technical Support in the business for Cyclone radios as well as the entire line of Motorola Canopy equipment. We are here to assist you Monday thru Friday 8:00 to 5:00 Pacific Time. Last Mile Gear can also provide full network integration and design services.

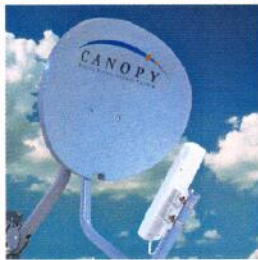
Warranty All Cyclone Radios are covered by a one year conditional warranty. Cyclone Access Points and Backhauls are covered for manufacturing defects only. Equipment that is damaged due to improper handling, installation, or acts of God such as lightning, flood, or ice are not the responsibility of Last Mile Gear nor its Distributors. **DO NOT ATTEMPT TO REPAIR CYCLONE EQUIPMENT YOURSELF.** Radios that are returned with the case seal broken will NOT be covered under warranty under any circumstance.

RMA Please call in advance to request an RMA Number. Equipment returned without a valid RMA Number clearly written on the outside of the packaging will be refused. If you have questions contact Keith at +1 (866) 230-9174 Extension 17. RMAs are generally returned within 3 business days.

Specifications Sheet



Motorola Canopy PTP 58100 Full - Reflector



Canopy Part Number	5700BHRF20DD
Description	PTP 58100 Full - Reflector
Market Availability	North America, Europe, South America, Asia
Signaling Rate	20 Mbps
Typical LOS Range	35 mi (56 km)
Typical Aggregate Useful Throughput	14.0 Mbps
Frequency range of band	ISM 5725-5850 MHz
Non-overlapping Channels	6
Channel Width	20 MHz
Modulation Type	High Index 4-level Frequency Shift Keying (BFSK) optimized for interference rejection, 4-Level FSK
Channel Spacing	every 5 MHz
Encryption	DES capable
Latency	2.5 msec
Carrier to Interference ratio (C/I)	-3dB @ 10 Mbps, -10dB @ 20 Mbps at -65dBm
Nominal Receiver Sensitivity (dbm typical)	-79 dB
Antenna Gain (dB)	7 dB
Reflector Gain	18 dB
EIRP (dB)	48 dB
Equivalent Isotropic Radiated Power (EIRP)	63 W
DC Power (typical)	0.34 A @ 24 VDC = 8.2 W
Antenna Beam Width	3 dB antenna beam width 6 degrees, Azimuth and Elevation
Mean Time Between Failure (MTBF)	40 yr
Temperature	-40° C to +55° C (-40° F to +131° F)
Wind Survival	190 km/hr (118 miles/hr)
Dimensions	Module: 11.75 in H x 3.4 in W x 3.4 in D (29.9 cm H x 8.6 cm W x 8.6 cm D). Passive Reflector: 18 inch H x 24 in W (45 cm H x 60 cm W)
Weight	.45 kg (1 lb), 3.0 kg (6.5 lbs) with passive reflector
Access Method	Time Division Duplex (TDD)
Interface	10/100 Base T, half/full duplex. Rate auto negotiated (802.3 compliant)
Protocols Used	IPv4, UDP, TCP, ICMP, Telnet, HTTP, FTP, SNMP
Network Management	HTTP, TELNET, FTP, SNMP Version 2c
FCC ID	ISM ABZ89FC5804
Industry Canada Certification Number	109W-5700
NYCE	0202CE08128



COUNCIL MEETING: August 2, 2016

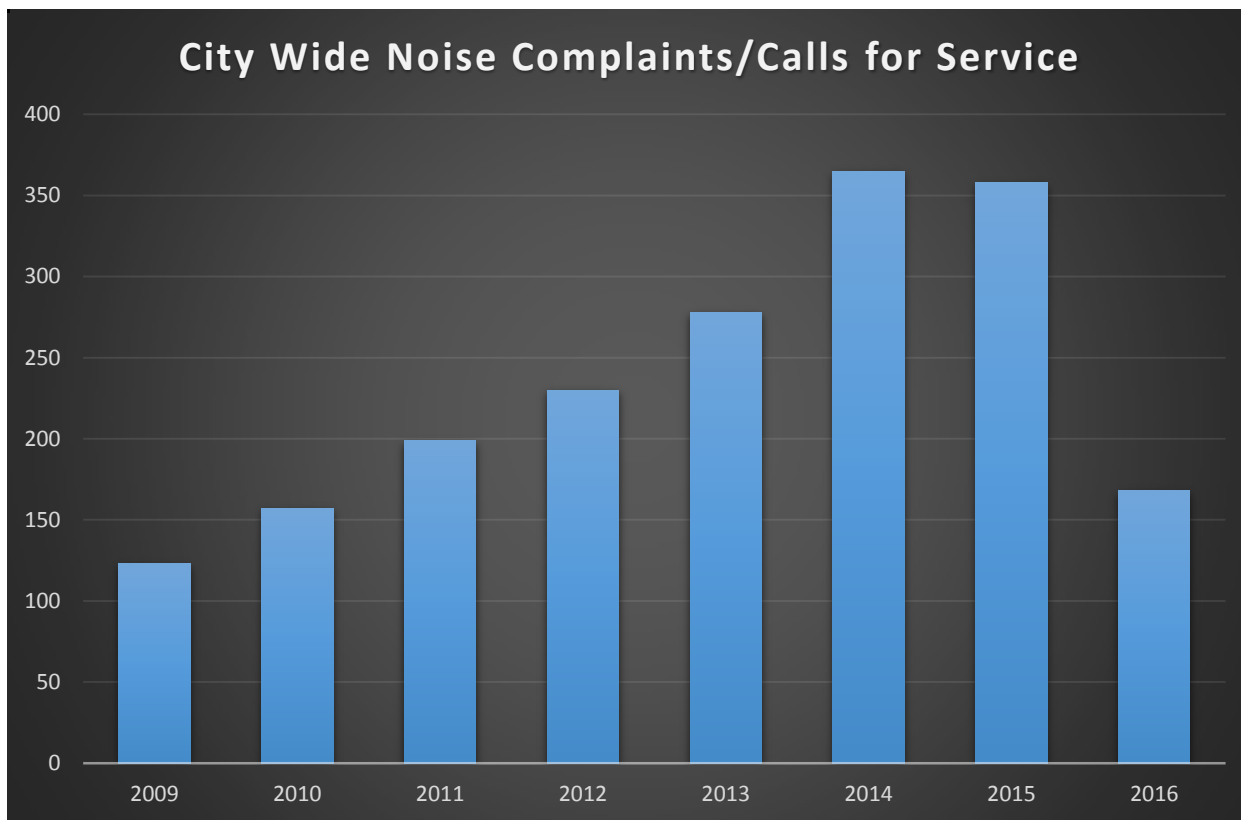
ITEM: 2. Discussion and possible action to approve an Ordinance amending Chapter 16, Article III Noise in the Code of Ordinances, City of Elgin, Texas 2013.

RESOURCE PERSON(S): **Kenneth Reneau, Interim City Manager**
Chris Bratton, Chief of Police

SUMMARY: **Revise the Noise Ordinance to delete the requirement of a decibel level reading for a violation and instead utilize time of day, distance, and reasonableness as the guiding principles in determining if a sound is in violation of normal sensibilities.**

RECOMMENDATION(S): **Staff recommends the approval of the revised Noise Ordinance.**

ATTACHMENT: **1-Total Noise Complaints**
2-Noise Ordinance Revision



- Total Noise Complaints – 1,878
- Of those 1,878 complaints 1,455 were calls about loud music

- From August 2014 to July 2016 there was a total of 154 Calls for Loud Music in Wards 1 and 2
- Of those 154 the total number of 39 complaints came from Ramirez Rd. area
- Of those 154 the total number of 54 complaints were Loud Music calls at downtown bars
- Meaning 93 of the 154 Loud Music calls occurred within 7-8 blocks of each other

2,203 Calls for Noise Complaints since May 2005

Of those 2,203 Noise Complaints 1,668 were calls for Loud Music

Article III Noise Ordinance

Sec. 16.64. - Definitions.

For the purpose of this section the following terms have the definitions herein ascribed to them:

Authorized event - An event is deemed to be authorized if the event received an official permit for the event through the City of Elgin, an authorized sporting event at the City of Elgin Parks & Recreation, and events approved by the Elgin Independent School District at their campuses within the City of Elgin.

Noise - A loud or unpleasant sound that someone or something creates.

Noise Nuisance - Any unreasonably loud, disturbing, unnecessary noise which causes discomfort or injury to persons of ordinary sensibilities in the immediate vicinity, or any noise of such character, intensity, and continued duration which substantially interferes with the comfortable enjoyment of private residences by persons of ordinary sensibilities is hereby declared to be a noise nuisance.

Residential District - Residential property means any property zoned as R-1, R-2, R-3 or A.

Commercial District – Nonresidential property means any real property within the limits of the city which is not zoned as R-1, R-2, R-3 or A.

(Code 1990, ch. 6, § 3(A); Ord. No. 2000-05-09-15, 5-9-2000; Ord. No. 2005-06-07-13, 6-7-2005; Ord. No. 2005-08-16-20, 8-16-2005; Ord. No. 2009-04-21-10, 4-21-2009)

Secs. 16-55 - 16.81. – Reserved.

Sec. 16.82. - Noise Nuisances:

The following acts, among others, are declared to be per se violations of this article. The following enumerations shall not be deemed to be exclusive:

1. *Unreasonable noise prohibited.* No person shall make or knowingly permit or allow to be made any unreasonably loud, disturbing, unnecessary noise which disturbs the peace and quiet of a neighborhood, discomfort or injury to persons of ordinary sensibilities in the immediate vicinity.

2. *Unreasonable noise prohibited in or near residential areas.* No person shall make or allow for any noise of such character, intensity, and continued duration which substantially interferes with the comfortable enjoyment of private residences by persons of ordinary sensibilities. No business within a commercial district shall allow for any unreasonable noise of such character, intensity, and continued duration which substantially interferes with the comfortable enjoyment of private residences by persons of ordinary sensibilities.

3. *Vehicle horns, signaling devices, and similar devices:* The sounding of any horn, signaling device, or other similar device, on any automobile, motorcycle, or other vehicle on any right-of-way or in any public space of the City of Elgin, for more than ten (10) consecutive seconds unless the sounding of any horn, signaling device, or other similar device is a danger warning;

4. *Nonemergency signaling devices:* Sounding or permitting the sounding of any amplified signal from any bell, chime, siren, whistle, or similar device intended primarily for nonemergency purposes from any place for more than ten (10) consecutive seconds in any hourly period. It is an affirmative defense to this subsection that the amplified signal is the reasonable sounding of such devices by houses of religious worship, ice cream trucks, seasonal contribution solicitors, or by the City of Elgin for traffic control;

5. *Radios, televisions, boom boxes, phonographs, stereos, musical instruments, and similar devices:* The playing of any radio, television, musical instrument, phonograph, stereo, or other machine or device for the producing, reproducing, or amplification of sound in such manner as to create a noise which could be reasonably considered to disturb a person of ordinary disposition residing in the vicinity or at any time with louder volume than is necessary for convenient hearing for persons who are in the room, vehicle, chamber, or location in which such machine or device is operated and who are voluntary listeners thereto is hereby prohibited. The operation of such set, instrument, phonograph, stereo, machine or device in such a manner as to be unpleasantly audible at a distance of fifty (50) feet from the building, structure, vehicle, or location in which it is situated shall be prima facie evidence of a violation of this section

6. *Loudspeakers, amplifiers, public address systems, and similar devices:* The unreasonably loud, disturbing, and unnecessary use or operation of a loudspeaker, amplifier, public address system, or other device for producing or reproducing sound:

A. Between the hours of 10:00 p.m. and 7:00 a.m. on weekdays, and 10:00 p.m. and 8:00 a.m. on weekends and holidays in the following areas:

- i. Within or adjacent to a residential area;
- ii. Within public space if the sound is unpleasantly audible across the real property line of the public space from which the sound emanates, or is unreasonably loud and raucous; or

B. From moving vehicles for the purpose of advertising any show, sale, display of merchandise, or any other purpose;

7. *Yelling, shouting, and similar activities:* Yelling, shouting, whistling, or singing in residential areas or in public places, between the hours of 10:00 p.m. and 7:00 a.m., or at any time or place so as to unreasonably disturb the quiet, comfort, or repose of reasonable persons of ordinary sensitivities;

8. *Animals / Birds:* Unreasonably loud, disturbing, and unnecessary noise emitted by an animal or bird for which a person is responsible. A person is responsible for an animal if the person owns, controls, harbors, or otherwise cares for the animal/bird unless the sounds are made by animals or birds in

animal shelters, kennels, veterinary hospitals, pet shops, or pet kennels, licensed under and in compliance with licensing and permitting provisions set forth in this code;

(Code 1990, ch. 6, § 3(G); Ord. No. 2000-05-09-15, 5-9-2000; Ord. No. 2005-06-07-13, 6-7-2005; Ord. No. 2005-08-16-20, 8-16-2005; Ord. No. 2009-04-21-10, 4-21-2009)

9. *Lawn Mowers, Blowers and similar devices:* In residential areas, no lawn equipment operation between the hours of 10:00 p.m. and 7:00 a.m., the operation of any noise, disturbing, and unnecessary:

a. Grating, grinding, or rattling noise caused by the use of any motor vehicle that is out of repair or poorly or improperly loaded. The use of any automobile, motorcycle, or other vehicle so out of repair, so loaded, or in such a manner so as to create loud and unreasonable grating, grinding, rattling or any other loud and unreasonable sound which unreasonably disturbs, injures or endangers the comfort, repose, health, peace or safety of ordinary, reasonable persons of normal sensibilities and ordinary tastes, habits and modes of living is hereby prohibited and declared to be unlawful as a sound nuisance in violation of this article;

(Code 1990, ch. 6, § 3(D); Ord. No. 2000-05-09-15, 5-9-2000; Ord. No. 2005-06-07-13, 6-7-2005; Ord. No. 2005-08-16-20, 8-16-2005; Ord. No. 2009-04-21-10, 4-21-2009)

b. The discharge into the open air of the exhaust of any stationary steam engine, stationary internal combustion engine, or motor boat engine, except through a muffler or other device that will effectively and efficiently prevent loud and disturbing noises or vibrations; or

c. The discharge into the open air of the exhaust from any motor vehicle, except through a muffler or other device that will effectively and efficiently prevent loud and disturbing noises or vibrations;

10. *Vibration:* The use or cause of the use of any device that creates any ground vibration which is perceptible without instruments at any point beyond the property boundary of the source of the vibration.

(Code 1990, ch. 6, § 3(B); Ord. No. 2000-05-09-15, 5-9-2000; Ord. No. 2005-06-07-13, 6-7-2005; Ord. No. 2005-08-16-20, 8-16-2005; Ord. No. 2009-04-21-10, 4-21-2009)

11. *Use of Engine Brake ("Jake Braking"):* No person shall operate an engine of any motor vehicle so as to brake or slow the same through the use of gears (commonly known as "jake braking") or by any other method which produces any noise in addition to the normal operating engine noise.

(Code 1990, ch. 6, § 3(E); Ord. No. 2000-05-09-15, 5-9-2000; Ord. No. 2005-06-07-13, 6-7-2005; Ord. No. 2005-08-16-20, 8-16-2005; Ord. No. 2009-04-21-10, 4-21-2009)

12. *Commercial establishments adjacent to residential property:* Businesses in a Commercial District shall only be allowed to have an outdoor band, music or any type of amplified sound according to the following schedule:

Sunday: Between 10:00 a.m. to 11:00 p.m.

Monday: Between 10:00 a.m. to 11:00 p.m.

Tuesday: Between 10:00 a.m. to 11:00 p.m.

Wednesday: Between 10:00 a.m. to 11:00 p.m.

Thursday: Between 10:00 a.m. to 11:00 p.m.

Friday: Between 10:00 a.m. to 12:00 a.m. the following Saturday morning

Saturday: Between 10:00 a.m. to 12:00 a.m. the following Sunday morning

13. *Motor vehicle idling:* The operation of any engine of any motor vehicle with a manufacturer's gross weight specification in excess of ten thousand (10,000) pounds within a residential area or three hundred (300) feet of a residential structure for a period in excess of fifteen (15) minutes unless the vehicle is located in an enclosed structure;

Sec. 16.83. - Commercial District Noise Curfew:

The following curfew is in addition to all other requirements of this article and does not replace or provide a defense for violating any other provision of this article.

Commercial District entities utilizing an outdoor band, music or any type of amplified sound will not be allowed to operate such equipment before 10:00am, or after 11:00pm, Sunday, Monday, Tuesday, Wednesday and Thursday and before 10:00am, or after 12:00am on Friday and Saturday.

Sec. 16.84. - Affirmative Defenses:

It shall be an affirmative defense that the noise was as a result of the following activities:

1. A person at an authorized event;
2. A person operating a bell for a religious activity;
3. A person operating an emergency vehicle;
4. A person operating an audible warning device on a vehicle or train as required by state law;
5. A siren or other warning device emitting a noise for the purposes of warning the population of dangerous weather or other events. A noise from such a warning device is exempt regardless of whether the sound is made for the purposes of warning or testing; or

6. A person operating equipment or making deliveries for site development or site preparation between 6:00 a.m. and 7:00 p.m. on Monday through Friday, and 8:00 a.m. and 6:00 p.m. on Saturday and Sunday or as such deliveries may be allowed in a Planned Development District or by other Elgin ordinance.
7. A public performance, gathering, or parade for which a permit has been obtained from the City of Elgin, so long as the event is within the requirements of the permit.
8. Any sanctioned Elgin Independent School District or Elgin Youth Association sporting event between the hours of 7:00 a.m. and 12:00 a.m. midnight.
9. Noise made to signal for emergency help.

Sec. 16.85. – Offenses:

1. A person commits an offense if the person creates a noise nuisance, as defined in this article, or uses sound generating equipment in violation of a provision of this article.
2. Notice
 - a. *Generally.* Prior to issuance of a court summons or ticket, a violator will be given notice to stop the noise or the source of the noise.
 - b. *No waiting period.* If the violation does not cease after notice, the violator may receive a court summons or ticket on the same date as the original notice.
 - c. *Notice good for a year.* Once a notice is received, the violator will not be entitled to another warning notice for a noise violation at any time in the next year.
 - d. *Notice Requirement Not Applicable to Other Offenses Occurring Contemporaneously.* The requirement for notice does not apply to any other violation found while investigating a noise complaint.
 - e. *Notice Requirement Not Applicable to Vehicles.* Notice is not required for noise violations emanating from vehicles.



COUNCIL MEETING: August 2, 2016

ITEM: 3. Discussion and Action to consider a Resolution 2016-08-02-13 authorizing the Elgin Economic Development Corporation to spend an amount greater than \$10,000 per State Statutes. Specifically to award a Mega Grant of \$25,000 to Allan Tolbert who spent over \$150,000 remodeling his 24-26 North Main Street building thus creating jobs and expanding the City of Elgin tax base.

RESOURCE PERSON(S): **Kenneth Reneau, City Manager**
Owen Rock, EDC Director

SUMMARY: The Elgin Economic Development Corporation board of directors voted to authorize this project at their June 14, 2016 meeting, but needs Council authorization to ratify the purchase since it is over \$10,000.

RECOMMENDATION(S): Approval of Resolution 2016-08-02-13 is recommended.

ATTACHMENT: 1-Resolution 2016-08-02-13

RESOLUTION NO. 2016-08-02-13

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS
APPROVING THE EXPENDITURE OF \$25,000 BY THE ELGIN ECONOMIC
DEVELOPMENT CORPORATION FOR ALLAN TOLBERT'S 24-26 N. MAIN
STREET BUILDING REMODELING PROJECT AND MAKING CERTAIN
FINDINGS RELATED THERETO

WHEREAS, the City of Elgin, Texas (the "City") has caused to be created the Elgin Economic Development Corporation (the "Corporation") pursuant to the provisions of Chapter 505 of the Texas Local Government Code, being the ("Act"); and

WHEREAS, the Corporation desires to expend \$25,000 to pay for Allan Tolbert's Mega Grant of 24-26 N. Main Street building remodeling project; and

WHEREAS, solely for satisfying the requirements of the Act, and for no other purposes whatsoever, the City is willing to approve said expenditures;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elgin, Texas:

1. That the above recitals are true and correct.
2. That the City hereby approves the expenditure of up to \$25,000

That it is officially found and determined that this approval is given solely to satisfy the requirements of the Act and for no other purpose whatsoever. In particular, the City shall have no liability whatsoever in regard to the expenditures, which will be solely the liability of the Corporation.

Adopted on this ____ day of _____, 2016.

CITY OF ELGIN, TEXAS

By: _____
Chris Cannon, Mayor

ATTEST:

By: _____
Lucretia Alvarez, City Secretary



COUNCIL MEETING: August 2, 2016

ITEM: 4. Discussion and Action to consider a Resolution 2016-08-02-14 authorizing the Elgin Economic Development Corporation to spend an amount greater than \$10,000 per State Statutes. Specifically to award a Mega Grant of \$25,000 to Allan Tolbert who spent over \$400,000 remodeling his 112-114 North Main Street buildings thus creating jobs and expanding the City of Elgin tax base.

RESOURCE PERSON(S): **Kenneth Reneau, City Manager**
Owen Rock, EDC Director

SUMMARY: The Elgin Economic Development Corporation board of directors voted to authorize this project at their July 12, 2016 meeting, but needs Council authorization to ratify the purchase since it is over \$10,000.

RECOMMENDATION(S): Approval of Resolution 2016-08-02-14 is recommended.

ATTACHMENT: 1-Resolution 2016-08-02-14

RESOLUTION NO. 2016-08-02-14

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS
APPROVING THE EXPENDITURE OF \$25,000 BY THE ELGIN ECONOMIC
DEVELOPMENT CORPORATION FOR ALLAN TOLBERT'S 112-114 N. MAIN
STREET BUILDING REMODELING PROJECT AND MAKING CERTAIN
FINDINGS RELATED THERETO

WHEREAS, the City of Elgin, Texas (the "City") has caused to be created the Elgin Economic Development Corporation (the "Corporation") pursuant to the provisions of Chapter 505 of the Texas Local Government Code, being the ("Act"); and

WHEREAS, the Corporation desires to expend \$25,000 to pay for Allan Tolbert's Mega Grant of 112-114 N. Main Street building remodeling project; and

WHEREAS, solely for satisfying the requirements of the Act, and for no other purposes whatsoever, the City is willing to approve said expenditures;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elgin, Texas:

1. That the above recitals are true and correct.
2. That the City hereby approves the expenditure of up to \$25,000

That it is officially found and determined that this approval is given solely to satisfy the requirements of the Act and for no other purpose whatsoever. In particular, the City shall have no liability whatsoever in regard to the expenditures, which will be solely the liability of the Corporation.

Adopted on this ____ day of _____, 2016.

CITY OF ELGIN, TEXAS

By: _____
Chris Cannon, Mayor

ATTEST:

By: _____
Lucretia Alvarez, City Secretary



COUNCIL MEETING: August 2, 2016

ITEM: 5. Discussion and action to consider authorizing the City Manager to enter into an agreement for the 2016 Street Improvement Project contract to the selected contractor, DIGG Commercial, LLC in the amount of \$430,922.00, and authorize the City Manager to approve change orders up to 25 percent of the contract.

RESOURCE PERSON(S): Kenneth Reneau, Interim City Manager
Joe Parten, Public Works Director
Beau Perry, City Engineer

SUMMARY: Notification was properly published in the Elgin Courier on June 29 and July 6 for advertisement for bids for the 2016 Street Improvement Project contract. Bids were received and opened on July 12, 2016 at 11:00 am at the City Hall Annex.

RECOMMENDATION(S): Staff recommends approval

ATTACHMENT: 1-Bid tabulation
2-Letter of recommendation
3-Maps



OF ELGIN
Street Maintenance
bulation
2, 2016 - 11:00 AM

Item Description		Qty.	Unit	DIGG Commercial 1705 S. Capital of Texas Hwy. Ste. 550 Austin, TX 78746		Lone Star Paving 11675 Jollyville Rd, #205 Austin, TX 78759	
				Unit Price	Total	Unit Price	Total
ASE BID PROPOSAL							
' Type D H MAC		4,159	S.Y.	\$23.80	\$98,984.20	\$11.00	\$45,749.00
ingle Course Surface Treatment (Seal Coat)		89,872	S.Y.	\$2.64	\$237,262.08	\$4.00	\$359,488.00
' Yellow (Solid) Reflective Pavement Markings		24,536	L.F.	\$1.82	\$44,655.52	\$0.50	\$12,268.00
' White (Solid) Reflective Pavement Markings		24,276	L.F.	\$1.82	\$44,182.32	\$0.50	\$12,138.00
' White (Solid) Reflective Pavement Markings		240	L.F.	\$4.36	\$1,046.40	\$2.00	\$480.00
2" White (Solid) Reflective Pavement Markings		70	L.F.	\$6.54	\$457.80	\$8.00	\$560.00
4" White (Solid) Reflective Pavement Markings		298	L.F.	\$13.08	\$3,897.84	\$10.00	\$2,980.00
rade Crossing Reflective Pavement Markings		1	EA.	\$435.84	\$435.84	\$2,000.00	\$2,000.00
TOTAL BASE BID					\$430,922.00		\$435,663.00



T.B.P.E. #F-8632

505 East Huntland Drive
Suite 250
Austin, TX 78752

512.454.8716 PHONE
512.454.2433 FAX

www.TRCsolutions.com

July 18, 2016

Honorable Mayor and City Council
City of Elgin
310 North Main
Elgin, Texas 78621

Attn: Mr. Kenneth Reneau, Interim City Manager

**RE: 2016 Street Maintenance
Bid Recommendation**

Dear Mayor Cannon and Council Members:

Two (2) sealed bids were received at Elgin City Hall on July 12, 2016 at 11:00 A.M. for the above-referenced project. The bids ranged from \$430,922.00 from Digg Commercial, to \$435,663.00 from Lone Star Paving.

The project consists of approximately 90,000 S.Y. of Single-Course Surface Treatment (Seal Coat), 4,200 S.Y. of 2" HMAC overlay, and the replacement of all existing Reflective Pavement Markings. The following locations are included in this project:

Single-Course Surface Treatment (Seal Coat)

- Carlson Lane (from County Line Road to City Limits)
- County Line Road (from US-290 to City Limits)
- Raymond Johnson Road (from FM 1100 to County Line Road)
- North Avenue H (from Taylor Road to East 6th Street)
- Lexington Road (from North Avenue C to City Limits)
- Anderson Road (from Canary Street to SH-95)
- Canary Street (from Cardinal Street to West 11th Street)
- Cardinal Street (from West 2nd Street to US-290)
- North Avenue F (from East 11th Street to SH-95)
- Fisher Street (from SH-95 to FM 1704)
- West Cleveland Street (from US-290 to South Main Street)
- South Avenue C (from Central Avenue to Loop 109)
- Zaragoza Street (from Monterrey Street to FM 1704)

The construction completion period is thirty (30) consecutive calendar days.

It is recommended that Digg Commercial, LLC, be awarded the construction project in the amount of \$430,922.00. TRC conducted reference checks on projects supplied by the contractor and has attached those for your review. The Contractor has a bid bond and will be required to furnish a Standard Form of Agreement, Performance Bond and Payment Bond to the City. A detailed bid tabulation is attached for your reference.

If you have any other questions or comments, please do not hesitate to contact this office.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Beau Perry".

K. Beau Perry, P.E.
Vice President

Enclosures

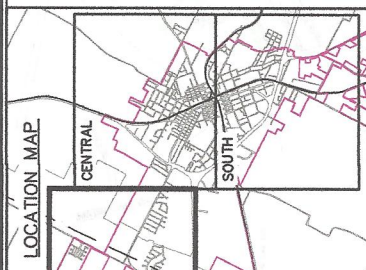
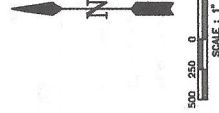


CITY OF ELGIN, TEXAS 2016 STREET MAINTENANCE NORTH ZONE

- LEGEND**
- SEAL COAT
 - 2" H.M.A.C. OVERLAY
 - CITY LIMITS

QUANTITIES

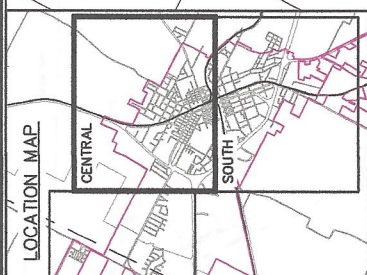
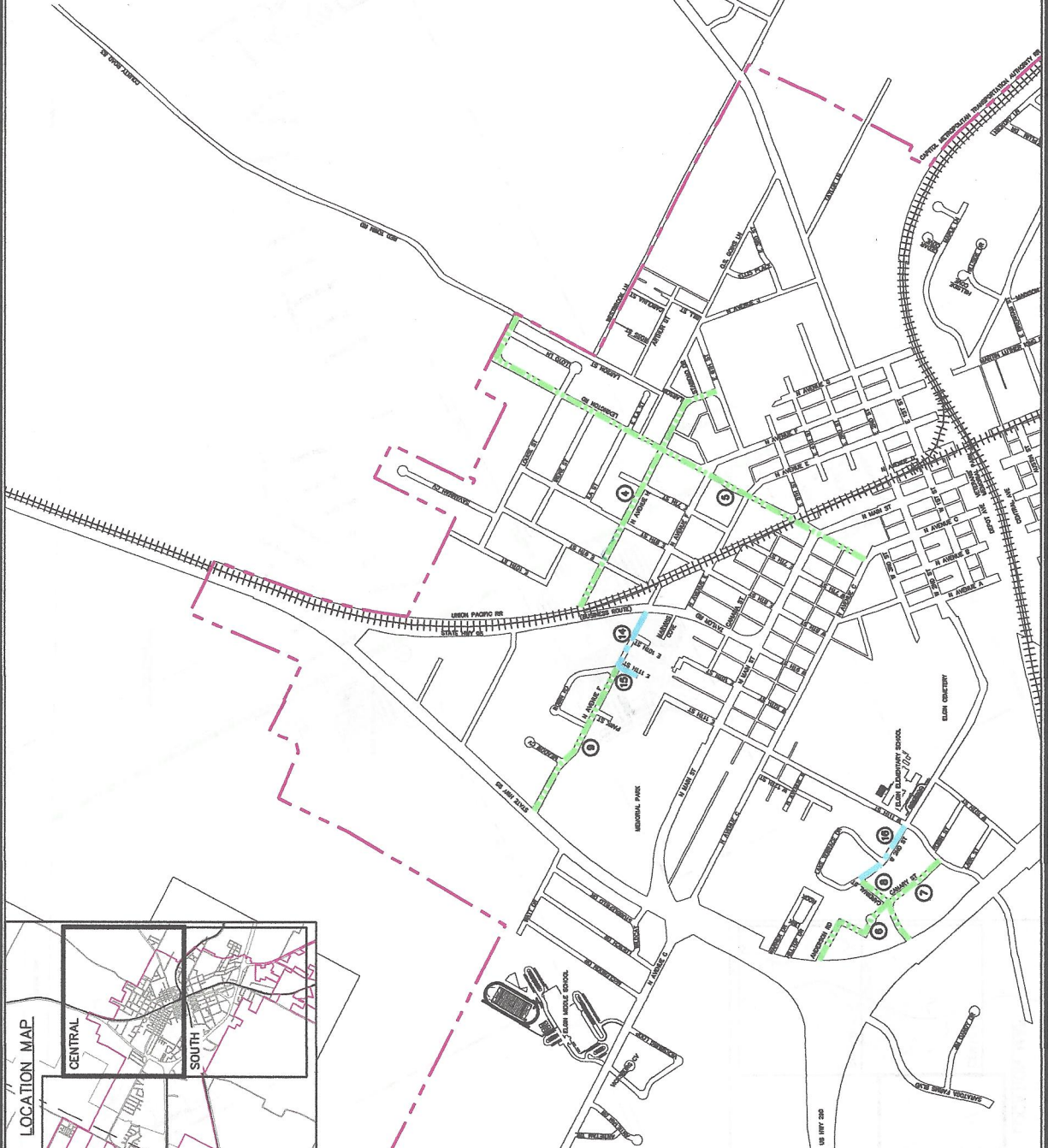
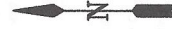
SEAL COAT	AREA
1. "CARLSON LN" FROM "COUNTY LINE RD" TO CITY LIMITS	22' X 3,303' = 5,074 S.Y.
2. "COUNTY LINE RD" FROM "US-280" TO CITY LIMITS	24' X 6,835' = 21,600 S.Y.
3. "RAYMOND JOHNSON RD" FROM "TH 1100" TO "COUNTY LINE RD"	30' X 601' = 2,270 S.Y.
TOTAL	33,944 S.Y.



CITY OF ELGIN, TEXAS 2016 STREET MAINTENANCE CENTRAL ZONE

- LEGEND**
- SEAL COAT
 - 2" H.M.A.C. OVERLAY
 - CITY LIMITS

SEAL COAT	
4. NORTH AVENUE H" FROM "TAYLOR RD" TO "EAST 9TH ST"	AREA
5. "LENNON RD" FROM "NORTH AVENUE C" TO CITY LIMITS	27' X 24.34' = 6,439 S.Y.
6. "WINDY ST" FROM "NORTH AVENUE C" TO "EAST 11TH ST"	28' X 4.557' = 1,267 S.Y.
7. "WINDY ST" FROM "EAST 11TH ST" TO "EAST 12TH ST"	28' X 4.557' = 1,267 S.Y.
8. "CARDINAL ST" FROM "WEST 2ND ST" TO "16-200"	30' X 6.55' = 1,965 S.Y.
9. "NORTH AVENUE F" FROM "EAST 11TH ST" TO "SH-95"	31' X 8.88' = 2,753 S.Y.
	TOTAL 33,804 S.Y.
2" H.M.A.C. OVERLAY	
14. "NORTH AVENUE F" FROM "1000 100" TO "EAST 11TH ST"	AREA
15. "EAST 11TH ST" FROM "NORTH AVENUE F" TO "DEAD END"	23' X 401' = 9,223 S.Y.
16. "WEST 2ND ST" FROM "WEST 11TH ST" TO "CARDINAL ST"	22' X 182' = 4,004 S.Y.
	TOTAL 13,227 S.Y.



CITY OF ELGIN, TEXAS 2016 STREET MAINTENANCE SOUTH ZONE

- LEGEND**
- SEAL COAT
 - 2" H.M.A.C. OVERLAY
 - CITY LIMITS

QUANTITIES

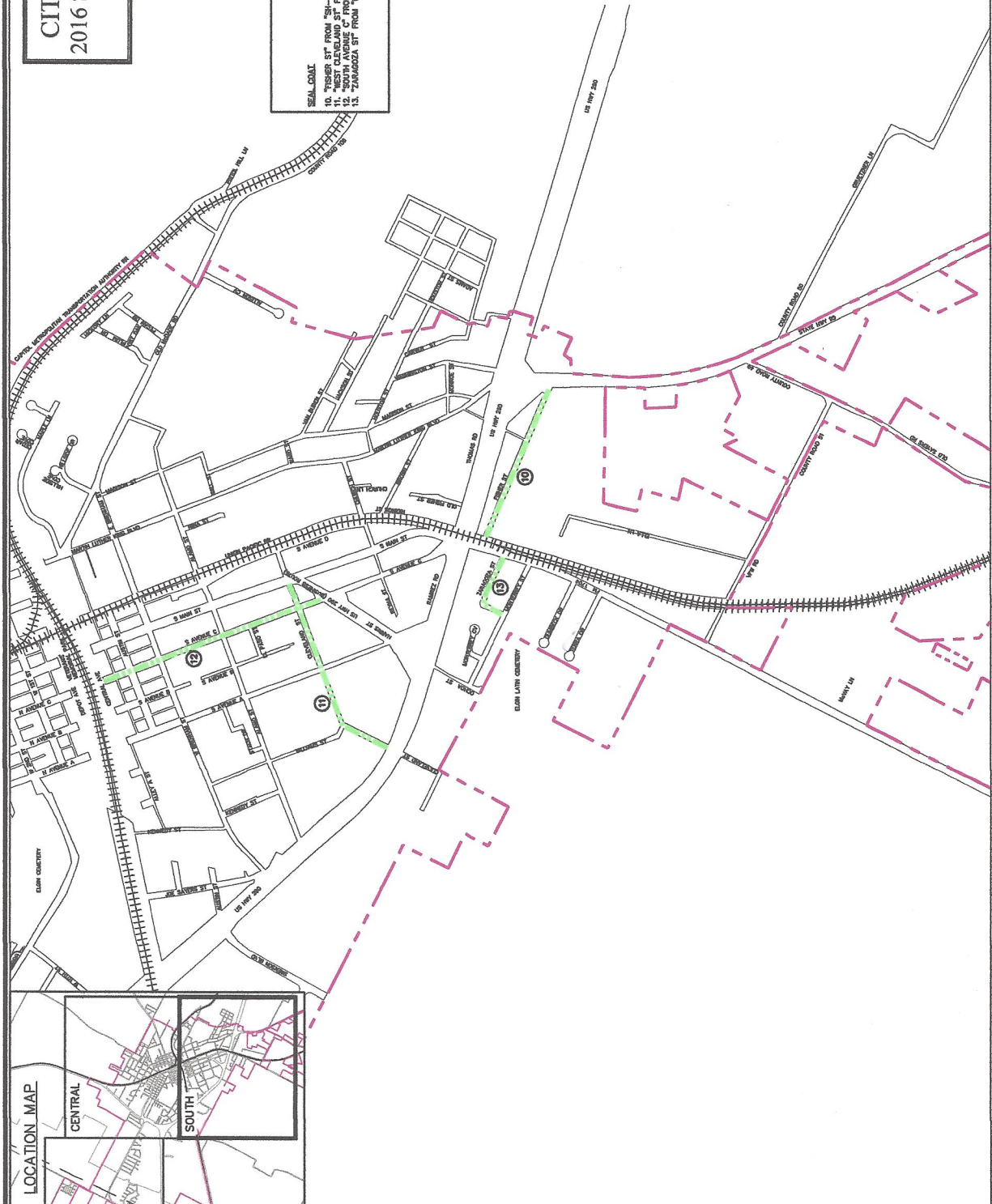
SEAL COAT	AREA
10. FISHER ST FROM "31-35" TO "R1 1704"	24' X 1,762' = 4,762 S.Y.
11. "WEST CLEVELAND ST FROM "105-280" TO "SOUTH MAIN ST"	24' X 2,059' = 5,002 S.Y.
12. "SOUTH MAIN ST FROM "105-280" TO "R1 1704"	24' X 2,059' = 5,002 S.Y.
13. "ZARAGOZA ST FROM "WINTERREY ST" TO "R1 1704"	25' X 775' = 2,159 S.Y.
TOTAL	22,074 S.Y.



500 250 0 500 1000
SCALE: 1" = 1000'



TRC ENGINEERS, INC.
505 E. UNIVERSITY ST., SUITE 200, ELGIN, TEXAS 75755
TEL: 254-281-1111 FAX: 254-281-1112
(254) 444-8716



LOCATION MAP

CENTRAL

SOUTH



COUNCIL MEETING: August 2, 2016

ITEM: 6. Discussion and action to consider entering into a purchasing co-operative agreement with One Government Procurement Alliance, also known as 1 GPA.

RESOURCE PERSON(S): **Kenneth Reneau, Interim City Manager**
Sidney LaQuey, Finance Director
Laura Schwartz, Purchasing and Finance Administrator

SUMMARY: **Entering into a purchasing co-operative with 1 GPA would allow the City to piggyback off existing vendor contracts already established by 1 GPA with no additional cost to the City.**

RECOMMENDATION(S): **It is recommended for the City of Elgin to enter into the purchasing co-operative with 1 GPA to increase our purchasing efficiency.**

ATTACHMENT: **1-Participating Agreement**



Participating Agreement

This Agreement is entered into on this _____ day of _____ in the year _____, by and between _____ and 1GPA. The purpose of this Agreement is to allow _____ (Name of City) to purchase commodities and/or services under the same terms, conditions and prices as is available to all 1GPA members/participants. With respect to this Participating Agreement, _____ and 1GPA, (Agency Name)

Texas Government Code Chapter 271 - allows Texas governments to contract with and between other government and/or nonprofit agencies, to provide governmental functions and services, and to join together in contracting with others to provide goods and services.

Agree to the following:

1. 1GPA has secured the contractor's agreement to provide commodities and/or services to it's members under the terms, conditions and prices as contracted for Governmental Agencies (Cities, Counties, Colleges, Educational Entities, School Districts, Non Profit, Tribes, all other governmental agencies and entities)
2. The authorized participating agency shall issue any and all purchase orders or other applicable authorizations for purchases made on it's behalf to 1GPA contractors.
4. Payment for commodities and/or services, and inspection and acceptance of commodities and/or services ordered by 1GPA participant shall be the exclusive obligation of the participant.
5. The exercise of any rights or remedies by 1GPA and/or its participants shall be the Exclusive obligation of 1GPA and/or its participants.
6. _____ (agency) shall provide 1GPA with a copy of any Purchase Order based on a 1GPA contract, at the time the Purchase Order is issued (see contact information below).
7. 1GPA makes the contract available to 1GPA participating agencies "as is" and is under no obligations to revise the terms, conditions, scope, prices, and/or any other requirements of the contract for the benefit of the participant.
8. This Agreement shall not be altered, changed or amended except by written revision or addendum executed by the parties to the Agreement.
9. This Agreement incorporates all Agreements, covenants and understandings between the parties concerning the subject matter in the Agreement. No prior Agreement or Understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement.
10. This Agreement shall become effective when signed by authorized agents of the parties. The Agreement shall remain in effect until termination as indicated in Item # 11 below.
11. Either party to this Agreement may terminate the Agreement by giving thirty (30) days Written notice to the other party. Any such notice shall be sent to the addresses listed below.

IN WITNESS WHEREOF, the parties of this Agreement have caused their names to be affixed hereto.

Name of City:	Address:
Printed Name:	
Signature:	Email:
Date:	Phone Number:

1GPA Approvals

1GPA Signature:	<i>Jill Boyle</i>
Printed Name:	Jill Boyle
Title:	Regional Manager
Date:	7/11/2016

1GPA – Texas
401 Congress Ave., Suite 1540
Austin, TX. 78701

P: 512/720-0000
F: 512/852-4387
E: admin@1GPA.org





COUNCIL MEETING: August 2, 2016

ITEM: 7. Discussion and action to authorize the City Manager to enter into a leasing agreement with Enterprise Fleet Management Services for fleet management.

RESOURCE PERSON(S): **Kenneth Reneau, Interim City Manager**
Sidney LaQuey, Finance Director
Laura Schwartz, Purchasing Administrator

SUMMARY: **Entering into a leasing agreement with Enterprise Fleet Management Services would allow the City to gradually replace our entire fleet of automobiles with leased vehicles. Benefits would include improved cash flow by eliminating major repairs and large upfront expenses.**

RECOMMENDATION(S): **Staff is recommending Council authorize the City Manager to execute the attached agreements, and corresponding documents, to establish a vehicle leasing, maintenance, and management program for the City's vehicle fleet pending budget approval for Fiscal Year 2016-2017**

ATTACHMENT:

- 1-Council Communication**
- 2-Credit Application**
- 3-Agreement**
- 4-Addendum to FM**
- 5-Addendum to Equity**
- 6-Award Letter**
- 7-Authorized Signature Certification**
- 8-Fleet List**



RE: Enterprise Fleet Management Agreement

TO: City Council, City of Elgin, TX

FROM: Sidney LaQuey CPA, Finance Director
Laura Schwartz Purchasing Administrator

DATE: 7/25/16

The City currently maintains an automobile fleet of approximately 43 vehicles. Most of the vehicles are midsized cars and trucks which are used by our staff. The City also owns several large dump trucks and other large vehicles. The administrative burden to track, maintain, and buy and sell the vehicles is quite substantial.

Over the past several months, City of Elgin staff members have been in discussions with Enterprise Fleet Management Services to have them assist us in the management of our fleet. Under the proposed agreement, we would gradually replace our entire fleet of automobiles with leased vehicles from Enterprise. The proposed leases would be for a maximum of 15,000 miles annually, which is what we currently average. Enterprise would begin to replace our current fleet based on our current needs, and the age of the vehicle. Also included in the lease is routine maintenance, and major repairs, with the exception of tire replacement.

The following advantages we would realize under this arrangement:

- We would begin to replace vehicles on a 60 month cycle which means that our staff would be driving safer vehicles, downtime would be reduced, fuel economy would be increased, and overall staff morale would improve.
- The maintenance staff member that currently manages the maintenance of our fleet would be freed up to assist in overall facility maintenance.
- Managers will be better able to manage their budgets with fixed vehicle maintenance costs by eliminating surprise major repairs. In addition, overall maintenance costs should decrease.
- Cash flow would improve by eliminating the need to spend large amounts of dollars at once to replace vehicles.
- Costly travel reimbursements to staff would decrease with staff more willing to use newer City vehicles.
- Other staff that assist with the management of our fleet (i.e. coordinating repairs with mechanic shops, tracking inspection and registration, etc.) would be freed up to concentrate on their core duties.

The cost of ownership, under the proposed arrangement with Enterprise, compared to the current arrangement of purchasing the vehicles outright is mostly the same. We do not expect to see major cost savings. However, the administrative relief coupled with the prospects of keeping a newer fleet, make this advantageous for us.

There is no penalty for over mileage. The vehicles are depreciated monthly at a rate of 1.25%. Every month a portion of the payment goes to principle which reduces the amount of the book balance.

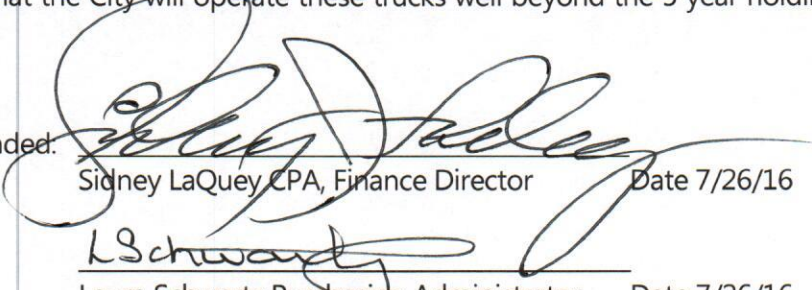
At the same time, the vehicle loses value as it drives and ages. Because of our large government rebate, the vehicle cost is already very close to breakeven at the beginning. Based on that lower delivered cost and our depreciation, there is a cushion of equity at the end of the term.

For example...The F250 Regular Cab with Service Body has an estimated \$6,300 in equity at term end based on 75K miles at term. If we drive more miles, the equity cushion is reduced. That same F250 with 125K miles on it at 5 years is worth 8-9K and that makes the equity cushion smaller: in the range of \$1,500-2,500 since the reduced book value at term end is \$6,500.

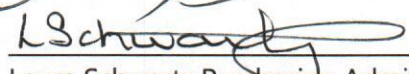
We are recommending the City Council authorize the City Manager to execute the following agreements, and corresponding documents, to establish a vehicle leasing, maintenance and management program for the City' s vehicle fleet. Initially it is recommended that we replace all vehicles listed in the following schedules. The cost to replace these vehicles is not to exceed: \$ 73, 115 in lease payments and \$ 42,925 in upfront costs for the dump body and bucket truck lift body.

At the end of the five year holding period we will own the Bucket Truck and the Dump Truck. It is expected that the City will operate these trucks well beyond the 5 year holding period of the smaller trucks.

Recommended:


Sidney LaQuey CPA, Finance Director

Date 7/26/16


Laura Schwartz Purchasing Administrator

Date 7/26/16



CREDIT APPLICATION - FLEET

This information is for the use of our Fleet Management Department only and is held in strict confidence. Please complete all applicable items.

Company Name			Years in Business	
Street Address		City		State TX
Phone #	Fax #	Ownership: Proprietorship ☐ Partnership ☐ Corporation ☐ Type _____		
Type of Business			Duns Number	
Parent Company or Affiliates: (Name & Address)				
Fleet Manager				

COMPANY OFFICERS / PARTNERS / PRINCIPALS			
Name	Title	Yrs./Position	Home Address

FINANCIAL INFORMATION		
Are your books prepared by an outside Accountant? ☐ Yes ☐ No		
Accountant's Name	Address	Phone #
		() -
ENCLOSING WITH APPLICATION		
Financial Statements (with footnotes) ☐ Audited or Reviewed ☐ Opinioned ☐ Internal		
Published Annual Reports ☐ Yes ☐ No		
Income Tax Returns (3 years) ☐ Yes ☐ No		
Other Items Included:		

Federal ID Number:
Fiscal Year Start (Month):

Company Name _____

BANKING INFORMATION		
Bank Name	Account #	
Address		
Approximate Average Daily Balance		
Loan/Credit Line	Account #	
Bank Contact	Phone # () -	Fax # () -

PRINCIPAL SUPPLIERS					
Name	Phone #	Fax #	High Credit	Contact Name	Doing Bus. Since
1.	() -	() -			
2.	() -	() -			
3.	() -	() -			
4.	() -	() -			

CURRENT VEHICLE SUPPLIER					
☐ Purchasing		☐ Leasing		☐ Finance	
Leasing Supplier	Phone #	Fax #	Acct #	# of Vehicles	
1.	() -	() -			
2.	() -	() -			
Financing Source	Phone #	Fax #	Acct #	# of Vehicles	
1.	() -	() -			
2.	() -	() -			

INSURANCE				
Company	Agent	Policy #	Exp. Date	
Address		City	ST	Zip
Phone #		Fax #		
() -		() -		

I authorize Enterprise Fleet Management to investigate and verify the preceding information in connection with the

establishment, maintenance and collection of our account.

Signature

Title

Date

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this twenty-second day of June, 2016, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any

under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Elgin

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc., its attorney in fact

By: _____

Title: _____

By: Phillip A. Lay

Title: Director

Address: 310 N. Main St.
Elgin, TX 78621

Address: 4210 S Congress Ave
Austin, TX 78745

**SELF -INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(Physical Damage and Liability)**

This Addendum is made to the Master Equity Lease Agreement dated the twenty-second day of June, 2016, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Insurance in the form of an insurance policy which complies in all respects, other than the amount of insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, then Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: City of Elgin

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

By: _____
Title: _____

By: Phillip A. Lay
Title: Director

Date Signed: _____, _____

Date Signed: _____, _____

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this twenty-second day of June, 2016, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Elgin ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Equity Lease Agreement dated as of the twenty-second day of June, 2016, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY,

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: City of Elgin

EFM: Enterprise Fleet Management, Inc.

By: _____
Title: _____

By: Phillip A. Lay
Title: Director

Address: 310 N. Main St.
Elgin, TX 78621

Address: 4210 S Congress Ave
Austin, TX 78745

Attention: _____

Attention: _____

Facsimile No.: _____

Facsimile No.: _____

Date Signed: _____, _____

Date Signed _____, _____

AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of June, 2016 is attached to, and made a part of, the MAINTENANCE AGREEMENT entered into on the ____ day of June, 2016 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Elgin ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 10 of the Maintenance Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas (without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, EFM and Lessee have executed this Amendment to Maintenance Agreement as of the ____ day of June, 2016.

City of Elgin (Lessee)

By _____

Title: _____

ENTERPRISE FLEET MANAGEMENT, INC.

By _____

Title: _____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of June, 2016 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of June, 2016 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Elgin ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 11(a)(ii) of the Master Equity Lease Agreement is amended to read as follows:

Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per occurrence - Collision and \$1,000 per occurrence - Comprehensive).

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

INDEMNITY: As Lessee is a unit of local government of the State of Texas and is subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by breach of this Agreement. To the extent permitted by Texas law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Texas law.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Texas (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal Corporation, and being a unit of government, is precluded by the **Texas State Constitution** and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds by the County or State. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the _____ day of June, 2016.

City of Elgin (Lessee)

By _____

Title: _____

Enterprise FM Trust (Lessor)

By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

Title: _____



July 26, 2016

Kirby Watson
Enterprise Fleet Management
4210 S Congress Ave
Austin, TX 78745

Dear Kirby:

After review and evaluation of the fleet management T.I.P.S. Contract 02072513, The City of Elgin is pleased to award this proposal to Enterprise Fleet Management.

The contract agreement to be prepared as a result of this award will be one which incorporates by reference all the requirements, terms and conditions of the solicitation and the contract proposal as negotiated.

On behalf of The City of Elgin, we thank you and look forward to a mutually beneficial relationship with your company.

Sincerely,

Kenneth Reneau
Interim City Manager

Authorized Signature Certificate

The undersigned hereby certifies (i) that he/she is the duly appointed Agent for the City of Elgin hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" a Texas statutory trust ("Lessor") and the Master Equity Lease Agreement between Enterprise and the Entity the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

Name

Title

Signature

Sidney LaQuey

Finance Director



Laura Schwartz

Purchasing Admin

L Schwartz

Federal ID #: 74-6000822

Date: 08-02-2016

Make	Model	Year	License	Vin	Milage	MIS
Ford	F150	2010	108-8563	1FTEX1CW7AFA89748	86770	72
Ford	F250	2016	119-1095	1FT7X2A65FEC15698	15486	0
Ford	F250	2011		1FT7X2A63CEA98490	60986	60
Ford	F150	2008		1FTRFF12W89KA27784	83002	96
Ford	F250	2012		1FT7X2A6XCEA16335	38934	48
Ford	F250	2003		3FTNF20L63MB33714	156718	156
Ford	F450	2003		1FDXW46P33EC74689	50681	156
Ford	F150	2010		1FTEX1CW5AFA89747	88485	72
Freightliner	Dump Truck	2008		1FVACXDT49HAF2760	15042	96
Ford	Ranger	2002		1FTYR14U72PA94853	124124	168
Ford	F450	2011		1FD0W4GT0CEA59266	48157	60
Freightliner	Dump Truck	2011		1FVACXDT3BDBC6697	8506	60
Ford	F150	2010		1FTMFICW7AKA73944	85256	72
Ford	F150	2014		1FTMF1CMXEKF7918	17171	24
FORD	F150	2007	119-4253	1FTRF12W97KD37133	56736	108
FORD	F150	2008	1273942	1FTWR12W68FB43749	57391	96
FORD	F250	2012	113 6670	1FTB2A63CEC69932	47634	48
FORD	F450	2013	116 1246	1FDOW4GT1EEB27660	13129	36
GMC	TOPKICK	1993	1194231	1GDL7H1MXPJ517069	54998	276
Freightliner		2014	116 1245	1FVACXDT1EHFY7575	7006	24
INTERNATIONAL	WT	1990	713 857	1HTSCNEN8MH354036	222564	312
FORD	Crown Vic	2004	878 185	2FAFP71W74X144708	135213	144
Dodge	Charger	2007	103 0630	2B3KA43G27H770830	124598	108
Dodge	Charger	2007	127 3908	2B3KA43G27H770827	145980	108
Chevy	Tahoe	2011	110 9305	1GNLC2E08BR377514	53798	60
Ford	Crown Vic	2010	108 8580	2FABP7BV6AX115278	94255	72
Ford	Crown Vic	2010	108 8582	2FABP7BV4AX115277	93981	72
Ford	F250	2011	108 8592	1FT7X2A67BEA20650	85510	60
Ford	Explorer	2014	1165348	1FM5K8AR3EGB44647	16359	24
Ford	Explorer	2014	1161240	1FM5K8AR6EGA71029	37063	24
Ford	Explorer	2015	1262195	1FM5K8AR7PGC66784	15664	12
Ford	Explorer	2015	1262193	1FM5K8AR3FGC66782	16046	12
Ford	Explorer	2015	1262194	1FM5K8AR5FGC66783	11766	12
Ford	Explorer	2016	41K9989	1FM5K8AR2GGC67228	652	1
Ford	Explorer	2016	O649314	1FM5K8AR4GGC67229	948	1
Ford	F150	2016	67G7023	1FTEWICF7GKE18807	941	1
Ford	Crown Vic	2009	HBR 3469	2FAHP71V29X120372	78264	84
Ford	Crown Vic	2009	HBR 3470	2FAHP71V09X120371	131682	84
Ford	Crown Vic	2009	SLF 482	2FAHP71V99X120370	121874	84
Chevy	Tahoe	2011	DD1M852	1GNLC2E08BR377514	88000	60
Ford	Crown Vic	2009	HBR 3468	2FAHP71V29X120369	167280	84
Stalker	Speed Trailer	2015	9063240	IP91C1014FG301077		12

2016

75

Non PD - Average Miles	8,670
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PD - Average Miles	14,507
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Average Annual Miles	ID	Department
14,462	22-2	Utility Admin
15,500	22-1	Utility Admin
12,197	23-1	Water Treatment
10,375	23-2	Water Treatment
9,734		Wastewater
12,055	24-1	Water
3,899	24-2	Water
14,748	24-3	Water
1,880	24-4	Water
8,866	24-6	Water
9,631	26-2	Water
1,701	26-3	Water
14,209	12-1	Code
8,586	12-2	Code
6,304	10	Public Works
7,174	13	Public Works
11,909	14	Public Works
4,376	15	Public Works
2,391	DT-1	Public Works
3,503	DT-3	Public Works
8,560	WT-1	Public Works
11,268		Police
13,844		Police
16,220		Police
10,760		Police
15,709		Police
15,664		Police
17,102		Police
8,180		Police
18,532		Police
15,664		Police
16,046		Police
11,766		Police
7,824		Police
11,376		Police
11,292		Police
11,181		Police
18,812		Police
17,411		Police
17,600		Police
23,897		Police
-		Police

11,517



COUNCIL MEETING: August 2, 2016

ITEM: 8. Discussion and action to approve the Effective and Rollback Rates for Fiscal Year 2016-2017.

RESOURCE PERSON(S): **Kenneth Reneau, Interim City Manager**
Sidney LaQuey, Finance Director

SUMMARY: **Presentation of Effective and Rollback Rates. Hand out to be provided during City Council meeting.**

RECOMMENDATION(S): **It is recommended by staff to accept the Effective and Rollback Rates.**

ATTACHMENT:



COUNCIL MEETING: August 2, 2016

ITEM: 9. Report with discussion and action to consider Non-Profit Review Committee request and budget proposal.

RESOURCE PERSON(S): **Non-Profit Review Committee:**
Kenneth Reneau, Interim City Manager
Lucretia Alvarez, City Secretary
Buck LaQuey, Finance Director
Juan Gonzalez, Mayor Pro-Tem
Sue Brashar, Council Member Ward 4

SUMMARY: Attached is a spreadsheet of what we awarded non-profit entities over the last three years. It was the committee's decision to place a cap on the total amount funded since we are growing.

RECOMMENDATION(S): Cap the budgeted non-profit funding amount at \$50,000 moving forward. Once the City reaches the limited amount, a percentage scale will be used to calculate funding each year.

ATTACHMENT: **1-2016-2017 Non-Profit Funding**
2-Non-Profit Fund History 2013-2017
3-Non-Profit Requests and Proposal FY 2016-2017

City of Elgin
Non-Profit Funding

	2016	2015	2014	2013
CARTS	3000	3000	2500	2500
Drive a Senior	5000	5000	2500	2500
CASA	3000	3000	2500	
Children's Advocacy	3500	3500	1500	1500
Family Crisis Center	2800	2800	2500	2500
Elgin Soup Kitchen				
CCA	4000	4000	2500	2500
Food Pantry Building Maintenance	1500			140
Elgin Community Cupboard	3000	3000	4000	4000
Advocacy Outreach	5000	5000	5000	5000
Elgin Arts Assn	1500	1500	1500	
Elgin Historical Assn (HOT tax)	6000	6000	6000	
(Non-profit fund)	5000	5000	4000	
TOTALS	43300	41800	34500	20640

Non-Profit Service Organizations FY 2016-2017

Non-Profit Service Groups:	2012-2013	2013-2014	2013-2014	2014-2015	2014-2015	2015-2016	2015-2016	2016-2017	2016-2017
Advocacy Outreach	Budget	Request	Budget	Request	Budget	Request	Budget	Request	Propo
Capital Area Transportation System	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$ 5,00
CASA	\$2,500.00	\$3,000.00	\$2,500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$ 3,00
Children's Advocacy Center	\$1,500.00	\$2,000.00	\$1,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$ 3,50
Combined Community Action/Meals	\$2,500.00	\$5,000.00	\$2,500.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$ 4,00
Elgin Arts Association	n/a	\$1,500.00	\$0.00	\$1,500.00	\$1,500.00	\$5,000.00	\$1,500.00	\$2,000.00	\$ 1,50
Elgin Caregivers/Drive a Senior	\$2,500.00	\$3,000.00	\$2,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$ 5,00
Elgin Community Cupboard	\$4,000.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$ 3,00
Elgin Historic Association	n/a	\$18,000.00	\$10,000.00	\$11,000.00	\$11,000.00	\$12,000.00	\$11,000.00	\$17,000.00	\$ 11,00
Family Crisis Center	\$2,500.00	\$2,800.00	\$2,500.00	\$2,800.00	\$2,800.00	\$3,000.00	\$2,800.00	\$3,000.00	\$ 2,80
TOTAL BUDGET FUNDED	\$23,000.00	\$47,300.00	\$33,000.00	\$41,800.00	\$41,800.00	\$47,000.00	\$41,800.00	\$49,000.00	\$ 41,80

\$6,000.00 HOT
\$4,000.00 GF

\$6,000.00 HOT
\$5,000.00 GF

\$6,000.00 HOT
\$5,000.00 GF

\$6,000.00
\$5,000.00

Non-Profit Service Organizations
FY 2016-2017

Non-Profit Service Groups:	2015-2016	2016-2017	2016-2017
	Awarded	Requested	Committee Proposal
Advocacy Outreach	\$5,000.00	\$5,000.00	\$ 5,000.00
Capital Area Transportation System	\$3,000.00	\$3,000.00	\$ 3,000.00
CASA	\$3,000.00	\$3,500.00	\$ 3,000.00
Children's Advocacy Center	\$3,500.00	\$3,500.00	\$ 3,500.00
Combined Community Action/Meals	\$4,000.00	\$4,000.00	\$ 4,000.00
Elgin Arts Association	\$1,500.00	\$2,000.00	\$ 1,500.00
Elgin Caregivers/Drive a Senior	\$5,000.00	\$5,000.00	\$ 5,000.00
Elgin Community Cupboard	\$3,000.00	\$3,000.00	\$ 3,000.00
Elgin Historic Association	\$11,000.00	\$17,000.00	\$ 11,000.00
Family Crisis Center	\$2,800.00	\$3,000.00	\$ 2,800.00
TOTAL BUDGET FUNDED	\$41,800.00	\$49,000.00	\$ 41,800.00

6,000 HOT
5,000 GF

The Non-Profit Review Committee proposal is to keep the awarded fund amounts the same as the previous two years, and also to cap the total of Non-Profit funding amounts to \$50,000.



COUNCIL MEETING: August 2, 2016

ITEM: 10. Report with discussion and action to consider options from the Traffic Control and Safety Committee.

RESOURCE PERSON(S): Traffic Control and Safety Committee
Jessica Bega, Council Member Ward 1
Juan Gonzalez, Council Member Ward 2
Kenneth Reneau, Interim City Manager
Joe Parten, Public Works Director
Phil Taylor, Assistant Chief of Police
Beau Perry, City Engineer

SUMMARY: Traffic Control and Safety Committee meets monthly to discuss traffic and safety concerns of the City of Elgin. The following attachments include options of consideration for the six areas of study that began in November 2015:

1. MLK (from E. Brenham to Thomas St.)
2. Maple Lane (from MLK to Cedar Circle)
3. Fisher St. (from S. Main St. to Hwy 95)
4. S. Avenue D (from E. Alamo St. to Church St.)
5. E. Brenham St./Old McDade Rd.
6. Monterrey St. (from 1704 to Ochoa St.)

RECOMMENDATION(S): Council to determine any action.

ATTACHMENT:

- 1-Traffic Calming Options**
- 2-Petition 1 MLK**
- 3-Petition 2 Maple Lane**
- 4-Petition 3 Fisher St.**
- 5-Petition 4 S. Avenue D**
- 6-Petition 5 E. Brenham St.**
- 7-Petition 6 Monterrey St.**
- 8-Cost estimate Speed Cushions**
- 9-Cost estimate Radar Signs**
- 10-Letter 1 MLK**
- 11-Letter 2 Maple Lane**
- 12-Letter 3 Fisher St.**
- 13-Letter 4 S. Avenue D**
- 14-Letter 5 E. Brenham St./Old McDade Rd.**

Traffic Calming Options:

Speed cushions



Radar sign



Petition by Citizens of Elgin, TX

To: Traffic Control and Safety Committee
City of Elgin, TX

Date: 11-8-15

Location(s) address(es): MLK Blvd (E. Brenham St. to Thomas St.)

Action Petitioned For: The undersigned persons, citizens living in Elgin, TX hereby petition the Traffic Control and Safety Committee to (state request/summary):

Issue: Constant and excessive speeding on MLK Blvd as identified in the location(s) on this petition. Lack of enforcement of speeding violations and running stop signs violations. Lack of enforcement of existing school zone one way regulation during school hours (7 AM-4:30PM)
Too many cars parking on the street, difficult for two cars to pass each other at the same time.

Request: Request for the city to look into the feasibility of assessing and installing speed control devices such as speed humps in the location(s) identified on this petition, specifically in the 300 BLK of MLK, in the existing school zone, and in the 600 BLK of MLK (between Ward St. and Church Ln.). Patrol and enforce speeding violations. Patrol and enforce running stop signs violations. Patrol and enforce existing school zone one way regulation during school hours (7 AM-4:30PM) or reassess the need for a one way regulation in the school zone. Install or recommend appropriate or additional street signage based on the outcome of one way regulation reassessment. Assess the feasibility of making certain sections of MLK no parking in the street zones.

With my signature, I support and call for the action petitioned for as described above.

Printed Name	Street Address	Signature
ALFRED BELTRAN	312 MLK BLVD	[Signature]
Alfred Dominguez	408 MLK Blvd	[Signature]
Abel GARCIA	414 MLK Blvd	[Signature]
Dakina Dandl	502 MLK Blvd	[Signature]
Jessica Danner	527 MLK BLVD	[Signature]
Lakisha Mays	505 MLK Blvd	[Signature]
Maribel Arroyo	501 MLK Blvd	[Signature]
Egüel Palacios	501 MLK Blvd	[Signature]
Carolyn Dandy	415 MLK BLVD	[Signature]
Mary Ellen Patterson	401 E. Brenham St. Elgin	[Signature]
Raphael Palmer	401 E. Brenham St	[Signature]
Maria Mederos	404 MLK	[Signature]
Cosme Mederos	404 MLK	[Signature]
Yvette Dominguez	408 MLK Blvd	[Signature]
Melissa Mercer	403 E Brenham St	[Signature]
Erin Goodison	403 E Brenham St	[Signature]

Printed Name	Street Address	Signature
Charles Chamberlain	311 MLK	Charles Chamberlain
Felipe Hernandez	311 MLK	Felipe Hernandez
Eberta Rendon	311 MLK	Eberta Rendon
Babrie Hernandez	311 MLK	Babrie Hernandez
Joe Patterson	402 MLK	Joe Patterson
Orfelicia Mederos	404 MLK	Orfelicia Mederos
Karen Chisum	409 E Alamo D 7	Karen Chisum
Keenan Mitchell	401 E. Alamo Apt. A-1	Keenan Mitchell
Shelia Tolson	409 E Alamo St Apt 505	Shelia Tolson
Carl Camacho	320 MLK	Carl Camacho
Shirley Thomas	320 MLK	Shirley Thomas
Delores Miller	401 E Alamo St 3C	Delores Miller
NANCY CARTER	401 E ALAMO B-1	Nancy Carter
William Thomas	401 Alamo St B-3	William Thomas
WILLIE REYNA	401 E Alamo St A-3	Willie Reyna
HOWARD THOMAS	401 E. ALAMO ST APT B-4	Howard Thomas
Mertis Thomas	624 MLK 401 E	Mertis Thomas
CH DUVALL	401 E. ALAMO ST APT C-4	Charles H Duvall
Addie Madison	519 MLK Blvd.	Addie Madison
EDDIE SHAW	515 MLK "	Eddie Shaw
Ismael Vasquez	319 M.L.K	Ismael Vasquez
Alejandro Placeres	315 MLK	Alejandro P.
Celia Borja	315 MLK	Celia Borja
Ulysses Loring	A605 MLK	Ulysses Loring
Patricia Ross	603 MLK	Patricia Ross
Alice Stogin	603 MLK	Alice Stogin
Margaret Simmons	615 MLK	Margaret Simmons
Erendira Aguirre	619 MLK	Erendira Aguirre
Mary Perkins	612 MLK	Mary Perkins
Kathleen Walker	650 MLK	Kathleen Walker
Patricia Madison	700 MLK	Patricia Madison
MARIA CAYACHU	702-MLK	Maria Cayachu
Roy Jean Jackson	701 MLK	Roy Jean Jackson
Murray Jackson	701 MLK	Murray Jackson
Jackie Mercer	705 MLK	Jackie Mercer
George Bean	704 MLK	George Bean
Robbie Hardenan	715 MLK A	Robbie Hardenan
Binnie Reese	715 MLK B	Binnie Reese
Acacio m + 2	719 MLK	Acacio m + 2
HENRY SCOTT	704 S MLK	Henry Scott

(MLK) Cent

Printed Name

Address

Signature

Johnny Jones III
Johnny Moore
Gladys T. Ward
Mary A. Pearson

326 old Sayers
216 Church
6008 MLK BLVD
129 Thomas St

Johnny Jones
Johnny Moore
Gladys T. Ward
Mary A. Pearson

515 MLK
519

Petition by Citizens of Elgin, TX

To: Traffic Control and Safety Committee
City of Elgin, TX

Date: 11-15-15

Action Petitioned For: The undersigned persons, citizens living in Elgin, TX hereby petition the Traffic Control and Safety Committee to (state request/summary):

Issue: Constant and excessive speeding on Maple Ln. as identified in the location(s) on this petition. Lack of enforcement of speeding violations. Lack of appropriate street signage in the area.

Request: Request for the city to look into the feasibility of assessing and installing speed control devices such as speed humps in the location(s) identified on the this petition. Patrol and enforce speeding violations. Install appropriate and adequate street signage in area.

at the specific location(s) listed below:

Location(s) address(s):

Maple Ln. (MLK to Cedar Circle)

With my signature, I support and call for the action petitioned for as described above.

Printed Name	Street Address	Signature
Melinda Torres	203 Maple Ln	Melinda Torres
Sergio Torres	203 Maple Ln	Sergio Torres Vega
Sheila Mika	201 Maple Ln	Sheila Mika
Erika Martinez	105 Maple LN	Erika Martinez
Javier Martinez	105 Maple LN	Javier Martinez
Denise Martinez	105 Maple LN	Denise Martinez
Lizbeth Martinez	105 Maple Ln.	Lizbeth Martinez
Ruby Govea	103 Maple Lane Apt A	Ruby Govea
David Govea	103 Maple Lane Apt A	David Govea
Yessenia Hernandez	101 Maple Ln #B Elgin TX	Yessenia Hernandez
Rogelio Hernandez	101 Maple Ln #B Elgin TX	Rogelio Hernandez
Mirtha Cheron	101 Maple Ln #B Elgin TX	Mirtha Cheron
Nylissa Noa	101 Maple Ln #B Elgin TX	Nylissa Noa
Juelz Ramirez	101 Maple Ln #B Elgin	Juelz Ramirez
Joel Y Noa	101 Maple Ln #B	Joel Y Noa
Marcia Carmen	210 Maple Ln.	M.C. Martinez

Petition by Citizens of Elgin, TX

To: Traffic Control and Safety Committee
City of Elgin, TX

Date: 12-10-15

Action Petitioned For: The undersigned persons, citizens living in Elgin, TX hereby petition the Traffic Control and Safety Committee to (state request/summary):

- 1) Enforce speeding violations along Fisher St.
- 2) Install "No Thru Truck Traffic" signage along Fisher St.
- 3) Enforce no thru-truck traffic - Trucks use Fisher St. as a detour to avoid the DOT inspection on 290. They drive too fast.
- 4) Assess and consider speed control devices such as speed humps.

at the specific location(s) listed below:

Location(s) address(s): Fisher Street - Hwy 95 to S. Main St.

With my signature, I support and call for the action petitioned for as described above.

Printed Name	Street Address	Signature
GARY W. PEÑA	108 FISHER ST	Gary W. Peña
ADAM PEÑA JR	108 Fisher St	Adam Peña Jr
DORA MORUA	106 Fisher ST	Dora Morua
Charlie Vizcarra	104 Fisher St	Charlie Vizcarra
Lisa Vizcarra	104 Fisher St	Lisa Vizcarra
Cody Vizcarra	104 Fisher St.	Cody Vizcarra
Vanessa Montreal	106 Fisher St.	Vanessa Montreal
Carlos A. Montreal	106 Fisher St.	Carlos A. Montreal
Manuela Vizcarra	105 Fisher St.	Manuela Vizcarra
George Vizcarra	105 Fisher St	George Vizcarra
Nic Vizcarra	105 Fisher St.	Nic Vizcarra
Joshua Vizcarra	105 Fisher St.	Joshua Vizcarra
Rebecca Ortega	103 Fisher St.	Rebecca Ortega
Randy Peña	101 Fisher St	Randy Peña
Deborah Tellez	108 Fisher St	Deborah Tellez
Charlie Gonzalez	110 Fisher St	Charlie Gonzalez

Charlie Vizcarra

Petition by Citizens of Elgin, TX

To: Traffic Control and Safety Committee
City of Elgin, TX

Date: 11-8-15

Action Petitioned For: The undersigned persons, citizens living in Elgin, TX hereby petition the Traffic Control and Safety Committee to (state request/summary):

Issue: Constant and excessive speeding on S. Ave. D as identified in the location(s) on this petition. Lack of enforcement of speeding violations and running stop signs violations. Lack of appropriate street signage in the area.

Request: Request for the city to look into the feasibility of assessing and installing speed control devices such as speed humps in the location(s) identified on this petition. Patrol and enforce speeding violations. Patrol and enforce running stop signs violations. Install appropriate and adequate street signage in area.

at the specific location(s) listed below:

Location(s) address(s): S. Ave. D (E. Alamo St. to Church Ln.)

With my signature, I support and call for the action petitioned for as described above.

Printed Name	Street Address	Signature
Pedro S. Mendoza A. P.S. M.	422 S. Ave D	Pedro S Mendoza
Jorge Mendoza	422 S Ave D	Jorge Mendoza
Nikita Padilla	422 South Ave D	Nikita Padilla
DIOSCELINA A	428 S. Ave. D	Diocelina
Guillermo Laguna	428 Ave. D.	Guillermo
Joshua Woods	430 S. Avenue D.	Joshua Woods
Jimmy Leon	426 S. HUND.	Jimmy Leon
Alfonso Martinez	109 E. Cleveland	Alfonso Martinez
Estela Valenzuela	109 E. Cleveland	Estela Valenzuela
Vicente Mendoza	504 S AVENUE D	Vicente Mendoza
Odilia Mendoza	504 S Ave D	Odilia Mendoza
Prudencio Luiano	506 1/2 S. Ave D	Estela Valenzuela
Jose A Garcia	510 S. Ave D	JOSE A GARCIA
Esperanza Espinoza	506 1/2 S AVE D	ESPERANZA ESPINOZA
Javier Arnes	520 SOUTH AVE D	Javier Arnes

Petition by Citizens of Elgin, TX

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To: Traffic Control and Safety Committee
City of Elgin, TX

Date: November 28, 2015

Action Petitioned For: The undersigned persons, citizens living in Elgin, TX hereby petition the Traffic Control and Safety Committee to (state request/summary):

We ask the Committee to consider traffic control solutions between 400 Blk East Brenham to Allison Cv.

Issue: people are driving too fast in this area. This segment has multiple hazards: A. sight obstructions - dangerous curve + sun hazard; sunset light is blinding. B. No sidewalks - hazard to many pedestrians that utilize roads many of which are children. C. Large commercial trucks frequent road.

Request: ① Enforce persistent speed violations
② collection of data, e.g. speed study, traffic volumes, + license plate studies to determine nature of problem ③ City pursue effective temp. + long term solutions

at the specific location(s) listed below:

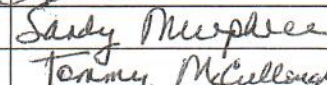
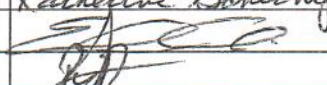
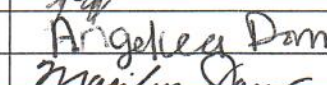
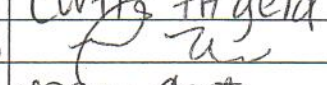
- research effectiveness of reduced speed signs, stop signs, with focus on speed calming devices: road narrowing (street parking), speed humps, road markings - e.g. crosswalks

Location(s) address(s):

→ 400 Blk of East Brenham to Allison Cv.

With my signature, I support and call for the action petitioned for as described above.

East Brenham to Old McDade - Old McDade Rd to Allison Cv.

Printed Name	Street Address	Signature
Cristin Emblee	602 Old McDade Rd.	
Adam King	602 Old McDade Rd	
Lloyd Raschke	404 E. Brenham St.	
Sandy Murphree	406 E. Brenham St.	Sandy Murphree
Tommy McCullough	406 E. Brenham St.	Tommy McCullough
Rosemary Hernandez	365 Old McDade Rd.	Rosemary Hernandez
Katherine Schlingensiefel	820 Old McDade Rd	Katherine Schlingensiefel
Elvar Leal Jr.	100 Allison Cove	
Ramon Dominguez	2600 Old McDade Rd	
Angelica Dominguez	600 Old McDade Rd	Angelica Dominguez
Marilyn E. Jones	614 Old McDade Rd.	Marilyn Jones
Jose Aguilera	608 Old McDade Rd	Jo.
Curly E. Fibber	515 Old McDade Rd. Apt 113	Curly E. Fibber
Charles Wilson	515 Old McDade Rd. #108	
Ymca Carter	515 McDade Road, 109	Ymca Carter
Paula Martinez	515 McDade Rd. #110	P. M.
Beatriz Salazar	515 McDade Rd. #104	B. S.

Please return this Petition to: City of Elgin, Attn: Traffic Control and Safety Committee, 310 N. Main Street, PO Box 591, Elgin, TX 78621

Petition by Citizens of Elgin, TX

To: Traffic Control and Safety Committee
City of Elgin, TX

Date: 11-29-2015

Action Petitioned For: The undersigned persons, citizens living in Elgin, TX hereby petition the Traffic Control and Safety Committee to (state request/summary): 1. Speed Humps/humps all along Monterrey St.

2. Enforce constant speeding violations. 3. Enforce constant Stop sign Running Violations. 3. Request more patrolling of area.
4. Children playing signs 5. MORE street lights.

1. Safety concerns: several accidents on Monterrey + 1704. Due to violations, Speed Humps or humps would prevent violations and possibly fatalities.

at the specific location(s) listed below:

Location(s) address(s): Monterrey Street (Cchoa to 1704)

With my signature, I support and call for the action petitioned for as described above.

Printed Name	Street Address	Signature
Raul Reyna	115 Monterrey St	Raul R. Reyna
Annam. Reyna	115 Monterrey	Anna M. Reyna
VICTOR VASQUEZ	118 Monterrey St	Victor Vasquez
Nora Vasquez	118 Monterrey St	Nora Vasquez
DAVID SANTOS	107 MONTERREY	David Santos
OTHA JEWELL/Smith	122 MONTERREY St.	Otha Jewell Smith
Elpidio Roberto Bailon	117 Monterrey St.	Elpidio Roberto Bailon
Danitila C Bailon	117 Monterrey St.	Danitila C Bailon
Beverly Alexander	116 Monterrey St	Beverly Alexander
Linda K Garcia	114 Monterrey St	Linda K Garcia
LUPE SANTOS	107 Monterrey St	Lupe Santos
ARACUL TAYLOR	113 MONTERREY ST.	Aracul Taylor
Vanesa Taylor	113 Monterrey St.	Vanesa Taylor
EVER J BARNES	105 Monterrey St	Ever Barnes
Gaye Green	200 A Monterrey	Gaye Green
Robert Barnes	105 Monterrey	Robert Barnes

City of Elgin Speed Cushions 9 Locations

6/27/2016

OPINION OF PROBABLE COST (Installed by City Personnel)

Description	Est. Quantity		Est. Quantity	Total Price
Speed Cushion, 6'W X 7'L X 3"H (Traffic Logix)	27	EA	\$1,250.00	\$33,750.00
Freight	1	LS	\$2,000.00	\$2,000.00
Speed Hump Sign, Socket, Post and Screws	18	EA	\$300.00	\$5,400.00
Concrete Premix bag	18	EA	\$10.00	\$180.00
Speed Hump Installation	27	EA	\$448.00	\$12,096.00
Traffic Control (2 flaggers)	1	LS	\$6,048.00	\$6,048.00
Contingency	1	LS	\$10,000.00	\$10,000.00
	SUB TOTAL			\$69,474.00

6/27/2016

OPINION OF PROBABLE COST (Installed by Contractor)

Description	Est. Quantity		Est. Quantity	Total Price
Speed Cushion, 6'W X 7'L X 3"H (Traffic Logix)	27	EA	\$1,250.00	\$33,750.00
Freight	1	LS	\$2,000.00	\$2,000.00
Speed Hump Sign, Socket, Post and Screws	18	EA	\$300.00	\$5,400.00
Speed Hump Installation	27	EA	\$750.00	\$20,250.00
Traffic Control (2 flaggers)	1	LS	\$7,500.00	\$7,500.00
15 % Contractor's Markup - Items Ordered				\$6,172.50
	SUB TOTAL			\$75,072.50
	Engineering & Contingency (25%)			\$18,768.13
	GRAND TOTAL			\$93,840.63

Cost Estimate For:

RU2 Fast 275/Permanent or Semi-Permanent Mounted Radar Sign

\$2,995.00 Plus \$75.00 Crating & Shipping; Total \$3,070.00

The RU2 Fast 275 is a permanent or semi-permanent mounted radar speed sign featuring 12" full matrix characters. This unit is ideal for school zones or small community streets where speeding is a problem. MUTCD conforming sign surround measures 26" x 32". Includes pole mounting brackets.

Standard package includes: 1) minimum show speed, 2) maximum show speed (blanking), 3) flashing digit violator alert, 4) automatic adjustment to ambient light 5) single cycle 24 ON/OFF clock and, 6) RF fob for remote parameter set up. Reflective signage supplied in white unless otherwise specified. Available in Safety Yellow or Hazard Orange at no additional cost. Small upcharge for Fluorescent "School Zone" Yellow-Green.

<<<Options>>>

\$1,245.00

Solar Power 50 Watt for Fast-275/350/360/375*

Includes 50 Watt solar panel, panel mount, one (1) group 24 AGM battery, solar charge controller and, battery containment with mounting hardware. * INCLUDES additional freight.

\$249.00

Violator Alert - Red & Blue LED Light Bars 12"

The display is equipped with red and blue horizontal bars of high intensity LED which alternate as they pulse simulating a patrol cars light bar. This violator alert is particularly effective at night. The VA is activated by a vehicle exceeding a speed selected (in 1 MPH/KPH increments) by the operator.

Once a reading from the radar registers above the selected speed, the violation lights are activated. The violator will see flashing red and blue lights on the display with no speed displayed. If the violator slows, the flashing lights will stop and their speed is displayed again. If slowing continues until a speed is reached that is less than the set point, the display will continue to show the speed being registered. If the violator maintains a speed higher than the setting for a time, the flashing lights will come back on. If the violator increases speed while above the violation setting the flashing lights will come back on immediately.



\$395.00

Data Acquisition Package:

This data acquisition package utilizes the streaming data received from the radar gun so that the deployment of pneumatic tubing is not required. Proprietary algorithms filter and analyze the data stream, detecting discrete oncoming vehicles that pass the location and records their speed with time/date stamps. Please note that single gun methodologies are situationally sensitive but have proven to provide data as accurate as any pneumatic method. Single gun technology is perfectly suited for determining peak load times and violation concentrations giving law enforcement agencies sufficient data for resource deployment. Please note that some system configurations may require external containment at a small additional cost.

Data is saved on an SD memory card. 2GB provided (~44M+ vehicle capacity per GB) and can be downloaded to any computer with the provided SD/USB card reader. The data can then be analyzed by software capable of accepting a comma delimited ASCII text file, such as Microsoft® Excel or RU2's Traffic Count Software package, included. The Traffic Count package allows examination of data exceeding Excel's 65,536 limitation. Tabulated reports and charts include Survey Summary, Vehicle Count, Speed, and Time/date, 85th Percentile, 15 Minute, 1 Hour, Daily and Weekly analysis, etc.

Included Reporting Capability:

- a) Survey Summary
 - a. Variable Display Scheme
 - b. Total Surveyed
 - c. Incremental Speed Grid (Speed, Volume, % of Survey)
 - d. Speed Statistics Summary
 - i. Posted Limit
 - ii. At/Under Limit Qty. / %
 - iii. Over Limit Qty. / %
 - iv. Average Speed
 - v. 85th Percentile
 - vi. Maximum Speed
 - e. 10 MPH Pace
 - i. Pace Range
 - ii. Number in Pace
 - iii. % in Pace
 - f. Number Exceeding Limit (+10, +20, +30S, Number & %)
- b) Vehicle Speeds Graph
- c) Daily Volume/Time Graph
- d) 85th Percentile Graph
- e) 15 Minute Breakdown
 - a. AM/PM Analysis
 - i. Total
 - ii. Peak Hour
 - iii. Peak Flow
 - iv. Peak % of AM
 - v. Peak % to 24 Hr
- f) Weekly Summary - 4 Week Limit
- g) Time vs. Speed
 - a. Hourly numeric breakdown
- h) Comparative Survey Analysis
 - a. Virtual Week
 - b. Dynamic/Survey Week
 - c. Comparative Surveys
 - d. Selective Time View (Time Slice)
- i) Estimated Revenue Calculator

a. Client defined fine schedule x Efficiency over Survey Results

Bottom Line

Speed Sign	\$2,995
Shipping	\$75
Slow Display	\$249
Total	\$3,319

Speed Sign	\$2,995
Shipping	\$75
Slow Display	\$249
Solar Power	\$1,245*
Data Acquisition	\$395**
Total	\$4,564

*Only needed if not hard wired

**Only needed if data collection is sought



T.B.P.E. #F-8632

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April 26th, 2016

Mr. Kerry Lacy, City Manager
City of Elgin
P.O. Box 591
Elgin, Texas, 78621

RE: Speed Hump Details and Schematic – Martin Luther King Blvd. from E. Brenham St. to E. Alamo St.

Dear Mr. Lacy,

TRC Engineers, Inc. has conducted research in the possible location, design, detail, and signage for the placement of a speed hump within Martin Luther King (M.L.K.) Blvd. between E. Brenham and E. Alamo. **Exhibit 1** of this Technical Memorandum, shows the location of the site with approximate placement of the speed hump and signage.

Per the letter dated March 23rd, 2016, *Re: Speed Hump Feasibility Study – Martin Luther King Blvd. from E. Brenham St. to E. Alamo St.*, addressed to Kerry Lacy, TRC Engineers, Inc. determined the criteria for speed hump installation:

1. Devices should generally be placed approximately 400 to 600 feet apart. Other spacing may be used based on engineering judgment.
2. Devices should generally not be located in front of a driveway or within an intersection.
3. Devices should generally not be located within 400 to 600 feet of a traffic signal or stop sign, or within 50 feet of an uncontrolled intersection.
4. Devices should not be located over, or contain manholes, water valves, or other subsurface utility access features.

Exhibit 1 shows the approximate location of a proposed speed hump to meet the previously stated criteria in items 1, 2., and 3. Further field investigation will be needed to verify compliance with item 4. The length of M.L.K. Blvd., between E. Brenham St. and E. Alamo St., is approximately 650 feet. Given the criteria, only one speed hump between the intersections is allowed and is required to be at

CC 8/2/16 - Page 174

least 400 feet from the existing stop sign at E. Brenham St. The intersection at E. Alamo St. is considered to be an uncontrolled intersection since no stop signs are present along M.L.K. Blvd.

The posted speed limit for the segment of M.L.K. Blvd. under study is 30 MPH. The *Texas Manual of Uniform Traffic Control Devices (TMUTCD) (Revision 2, November 2014)* Section 2C.05 Placement of Warning signs, Table 2C-4 *Guidelines for Advance Placement of Warning Signs*, shows that a speed limit of 30 MPH would require the placement of the Speed Hump Warning sign with Advisory Speed Plaque to be at minimum 100 feet before the speed hump. Refer to **Exhibit 1** for signage locations.

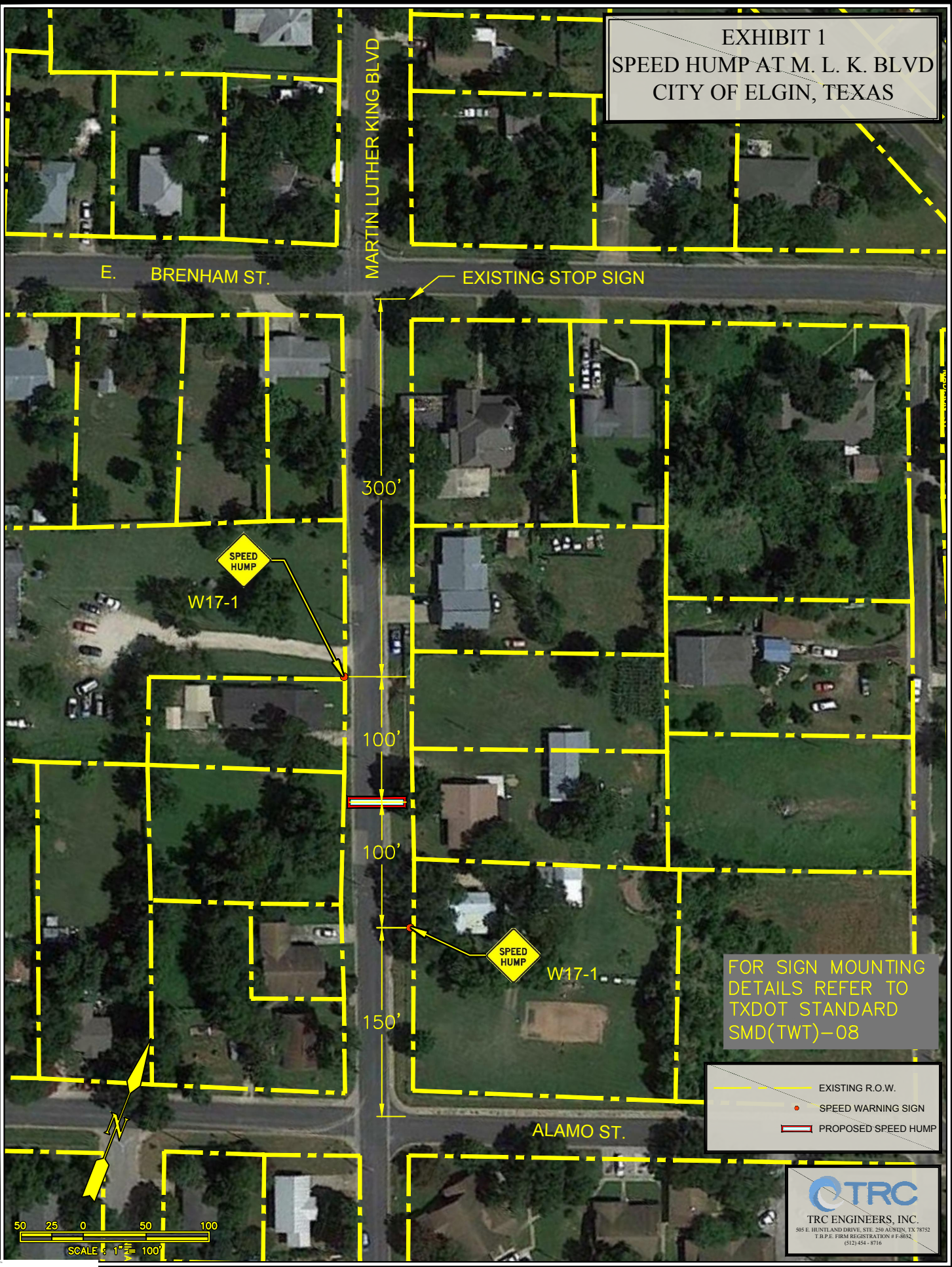
Appendix A of this Technical Memorandum shows the Speed Hump Detail for construction and striping.

If you have any questions regarding this information, please do not hesitate to contact this office.

Sincerely,

K. Beau Perry, P.E.
Principal

EXHIBIT 1
SPEED HUMP AT M. L. K. BLVD
CITY OF ELGIN, TEXAS



FOR SIGN MOUNTING
DETAILS REFER TO
TXDOT STANDARD
SMD(TWT)-08

- EXISTING R.O.W.
- SPEED WARNING SIGN
- PROPOSED SPEED HUMP

TRC
TRC ENGINEERS, INC.
505 E. HUNT LAND DRIVE, STE. 250 AUSTIN, TX 78752
T.B.P.E. FIRM REGISTRATION # F-38632
672-454-1516

APPENDIX A

Diagram illustrating the cross-section of a road structure, showing the existing pavement and the proposed asphalt hump.

The diagram includes the following labels and dimensions:

- ASPHALT HUMP**: The proposed raised section of the road.
- MILL EXISTING PAVEMENT**: The existing pavement structure.
- MILL - UT**: The mill and overlay section.
- Dimensions**:
 - 11" (Peak height of the hump)
 - 1.7" (Existing pavement thickness)
 - 11' (Hump width)
 - 1" (Mill depth)
 - 1" (Offset dimension)

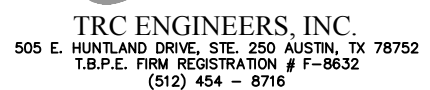
□N.T.S□

Diagram illustrating a road cross-section with various markings and features:

- TAPER**: Indicated by a line pointing to the tapered section of the road surface.
- PROP. X WHITE**: Legend for the dashed line marking.
- SOLID HEVRONS**: Legend for the solid line marking.
- T P**: Legend for the tapered section.
- M 7 M**: Legend for the dashed line marking.
- EDGE O ASPHALT**: Legend for the edge of the road.

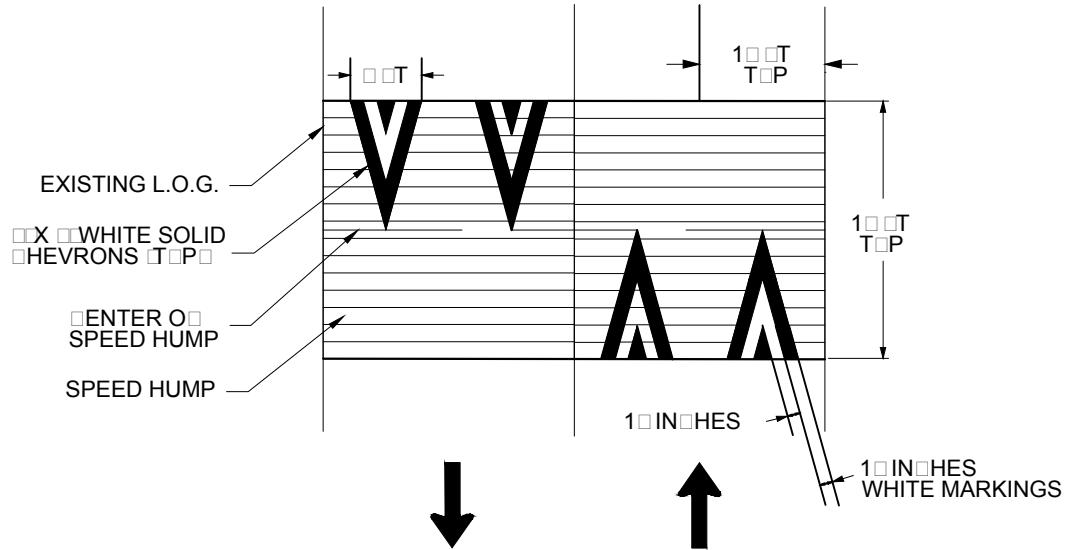
Diagram illustrating a proposed white-paved area (PROP. WHITE SOLID CHEVRONS TOP) and a ROAD HUMP. The diagram shows a cross-section of a street with a driveway on the left. The proposed area is marked with chevrons and a road hump. Dimensions A and B are indicated. The diagram also shows the DIRECTION OF TRAVEL and the STREET.

N.T.S.

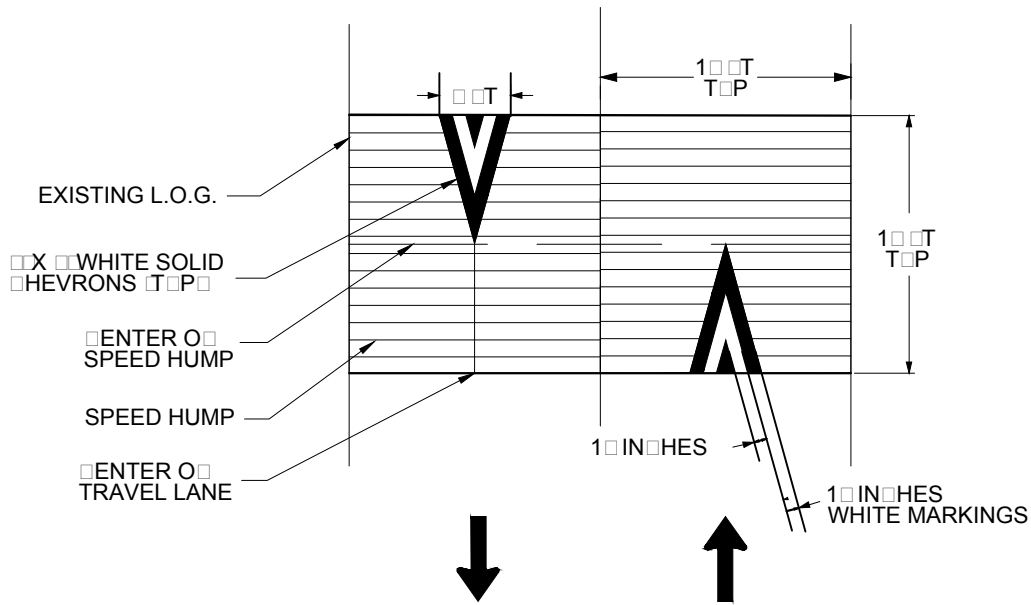


SPEED HUMP DESIGN
OR URB GUTTER STREET O

OPTION A



OPTION B



N.T.S.

LEGEND

→ DIRECTION OF TRAVEL



TRC ENGINEERS, INC.
 505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX 78752
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April 26th, 2016

Mr. Kerry Lacy, City Manager
City of Elgin
P.O. Box 591
Elgin, Texas, 78621

RE: Speed Hump Details and Schematic – Maple Lane from Martin Luther King (M.L.K.) Blvd. to the end of Maple Lane

Dear Mr. Lacy,

TRC Engineers, Inc. has conducted research in the possible location, design, detail, and signage for the placement of speed humps within Maple Lane between M.L.K. Blvd. and the end of Maple Lane.

Exhibit 1 of this Technical Memorandum, shows the location of the site with approximate placement of the speed humps and signage.

Per the letter dated March 23rd, 2016, *Re: Speed Hump Feasibility Study – Maple Lane from Martin Luther King (M.L.K.) Blvd. to the end of Maple Lane*, addressed to Kerry Lacy, TRC Engineers, Inc. determined the criteria for speed hump installation:

1. Devices should generally be placed approximately 400 to 600 feet apart. Other spacing may be used based on engineering judgment.
2. Devices should generally not be located in front of a driveway or within an intersection.
3. Devices should generally not be located within 400 to 600 feet of a traffic signal or stop sign, or within 50 feet of an uncontrolled intersection.
4. Devices should not be located over, or contain manholes, water valves, or other subsurface utility access features.

Exhibit 1 shows the approximate location of the proposed speed humps to meet the previously stated criteria in items 1, 2, and 3. Further field investigation will be needed to verify compliance with item 4. The length of Maple Lane, between M.L.K. Blvd. and the end of Maple Lane, is approximately 1,790 feet. Given the criteria, TRC determined two speed hump locations for this segment of road.

There is no speed limit posted in this area, so the State of Texas has established a prima facie speed limit of 30 MPH. The *Texas Manual of Uniform Traffic Control Devices (TMUTCD) (Revision 2, November 2014)* Section 2C.05 Placement of Warning signs, Table 2C-4 *Guidelines for Advance Placement of Warning Signs*, shows that a speed limit of 30 MPH would require the placement of the Speed Hump Warning sign with Advisory Speed Plaque to be at minimum 100 feet before the speed hump. Refer to **Exhibit 1** for signage locations. TRC further suggests the speed limit be posted in this area if the City so chooses.

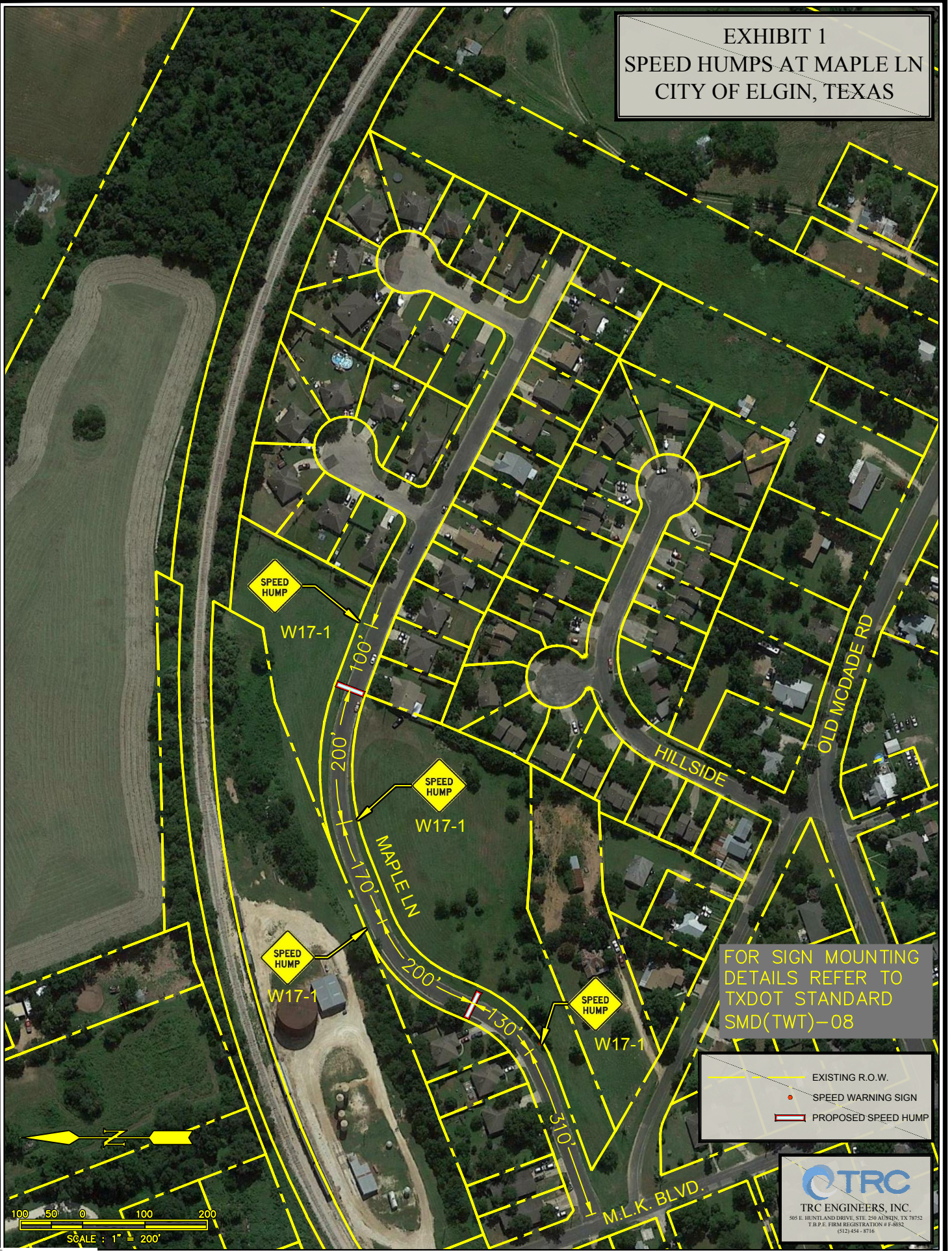
Appendix A of this Technical Memorandum shows the Speed Hump Detail for construction and striping.

If you have any questions regarding this information, please do not hesitate to contact this office.

Sincerely,

K. Beau Perry, P.E.
Principal

EXHIBIT 1
SPEED HUMPS AT MAPLE LN
CITY OF ELGIN, TEXAS



APPENDIX A

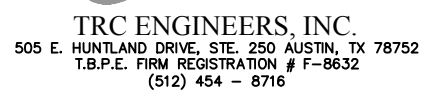
[illegible]

□N.T.S□

Diagram illustrating a street intersection with traffic control measures:

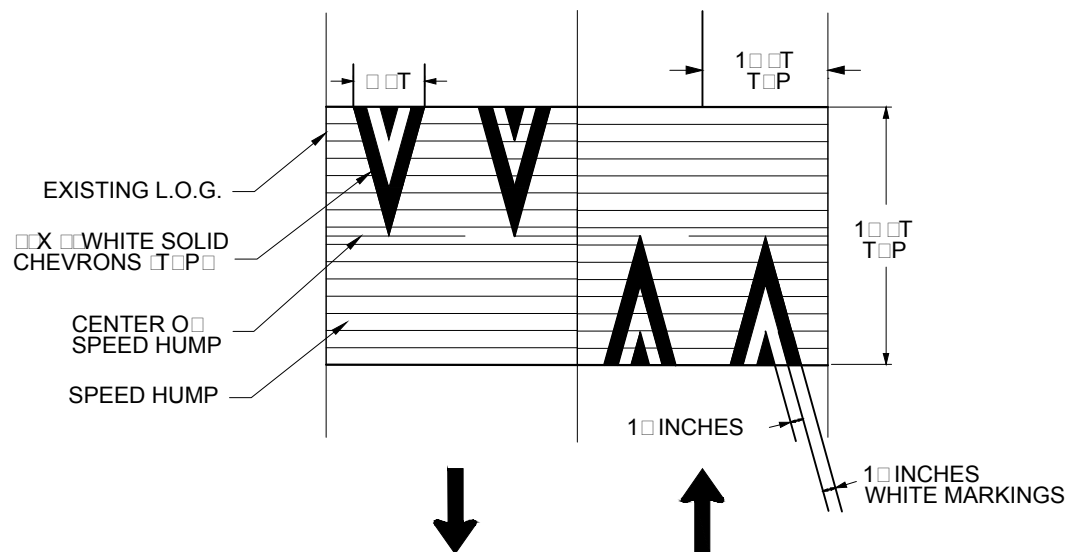
- DRIVEWAY**: A side road branching off the main road.
- ROAD HUMP**: A raised section of the road surface.
- SOLID CHEVRONS**: Markings on the road surface, specifically on the driveway.
- WHITE**: Markings on the road surface, including a crosswalk.
- DIRECTION OF TRAVEL**: Indicated by arrows showing the flow of traffic.
- STREET**: The main road.
- PROP. X WHITE**: Specification for the white markings.
- SOLID CHEVRONS**: Specification for the chevron markings.

N.T.S.

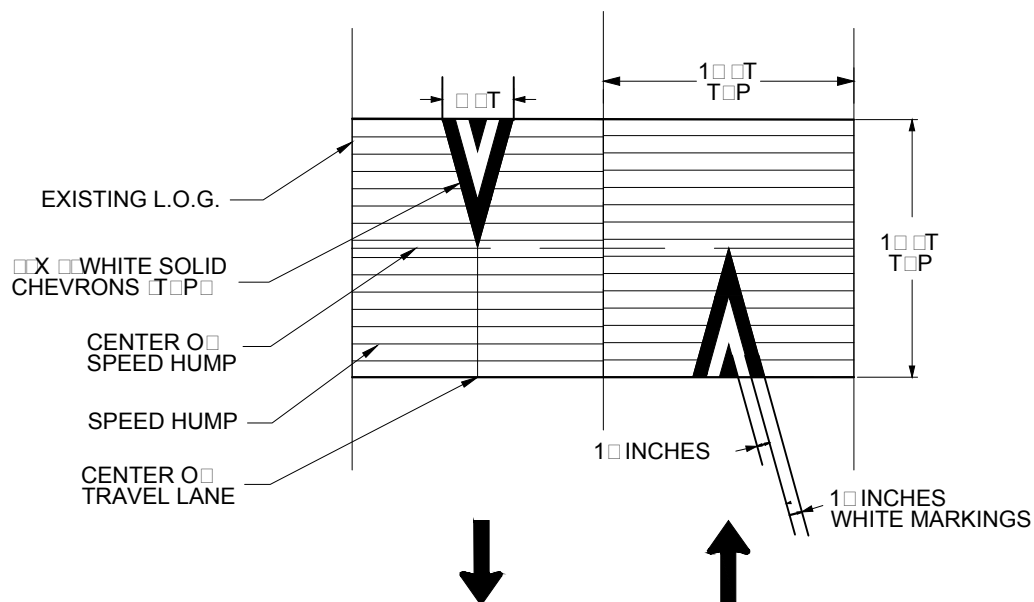


☐ OR CURB ☐ GUTTER STREET ☐ 0 ☐ ☐

OPTION A



OPTION B



N.T.S.

LEGEND

➔ DIRECTION OF TRAVEL



TRC ENGINEERS, INC.
505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX 78752
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www.TRCSolutions.com

April 26th, 2016

Mr. Kerry Lacy, City Manager
City of Elgin
P.O. Box 591
Elgin, Texas, 78621

RE: Speed Hump Details and Schematic – Fisher Street from S.H. 95 South to F.M. 1704 (S. Main St.)

Dear Mr. Lacy,

TRC Engineers, Inc. has conducted research in the possible location, design, detail, and signage for the placement of speed humps within Fisher St. between S.H. 95 South to S. Main St. **Exhibit 1** of this Technical Memorandum, shows the location of the site with approximate placement of the speed humps and signage.

Per City of Elgin's request, TRC did not perform a speed hump feasibility study for Fisher St. As such, TRC is proposing the speed humps locations based on good engineering judgement and did not take into account speed related crashes in the area or 85th percentile speed statistics.

TRC Engineers, Inc. used the following criteria for speed hump installation:

1. Devices should generally be placed approximately 400 to 600 feet apart. Other spacing may be used based on engineering judgment.
2. Devices should generally not be located in front of a driveway or within an intersection.
3. Devices should generally not be located within 400 to 600 feet of a traffic signal or stop sign, or within 50 feet of an uncontrolled intersection.
4. Devices should not be located over, or contain manholes, water valves, or other subsurface utility access features.

Exhibit 1 shows the approximate location of the proposed speed humps to meet the previously stated criteria in items 1, 2., and 3. Further field investigation will be needed to verify compliance with item

4. The length of Fisher St., between S.H. 95 South and S. Main St., is approximately 1,780 feet. Given the criteria, TRC determined two speed hump locations for this segment of road.

The posted speed limit for the segment of Fisher St. under study is 30 MPH. The *Texas Manual of Uniform Traffic Control Devices (TMUTCD) (Revision 2, November 2014)* Section 2C.05 Placement of Warning signs, Table 2C-4 *Guidelines for Advance Placement of Warning Signs*, shows that a speed limit of 30 MPH would require the placement of the Speed Hump Warning sign with Advisory Speed Plaque to be at minimum 100 feet before the speed hump. Refer to **Exhibit 1** for signage locations.

Appendix A of this Technical Memorandum shows the Speed Hump Detail for construction and striping.

If you have any questions regarding this information, please do not hesitate to contact this office.

Sincerely,

K. Beau Perry, P.E.
Principal

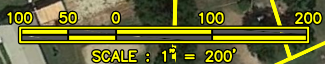
EXHIBIT 1
SPEED HUMPS AT FISHER ST.
CITY OF ELGIN, TEXAS

FOR SIGN MOUNTING
DETAILS REFER TO
TXDOT STANDARD
SMD(TWT)-08

LEGEND:
— EXISTING R.O.W.
• SPEED WARNING SIGN
▬ PROPOSED SPEED HUMPS

SCALE: 1" = 200'

TRC
TRC ENGINEERS, INC.
505 E. HUNTLAND DRIVE, STE. 200 ARLING, TX 76010
T.O.P.E. FROM REGISTRATION # F-8052
(512) 454-8716



APPENDIX A

[illegible]

0% TAPER

0% SLOPE

EDGE OF ASPHALT

PROPOSED WHITE SOLID LINES

PROPOSED WHITE SOLID LINES

LEGEND: X WHITE SOLID LINES, O PROPOSED WHITE SOLID LINES

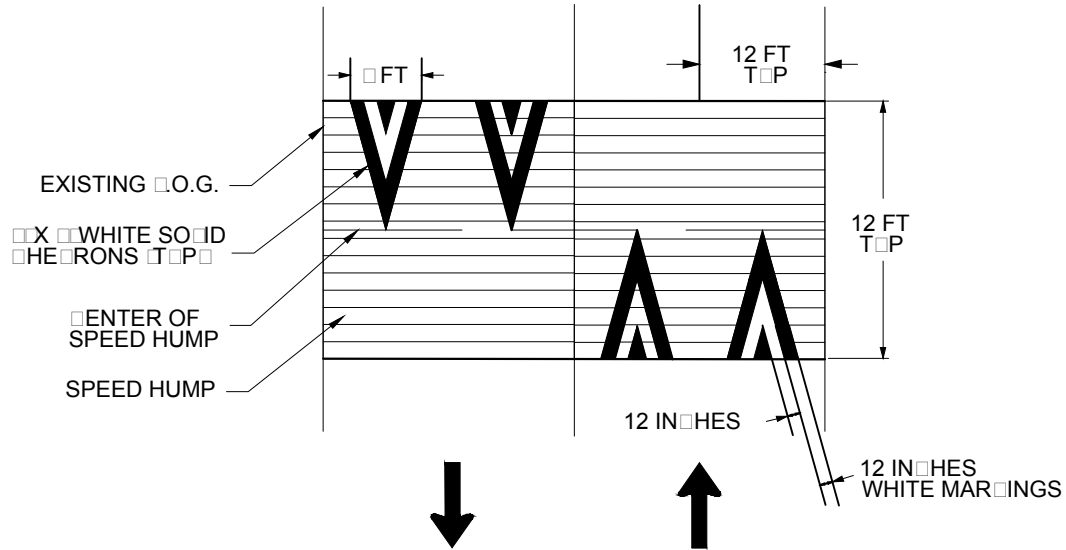
Diagram illustrating a road layout with a driveway and a road hump. The diagram includes labels for 'PROP. X WHITE SOID HE RONS T P', 'ROAD HUMP', '12', 'DIRECTION OF TRAFFIC', and 'STREET'. It also features a north arrow and a scale bar.



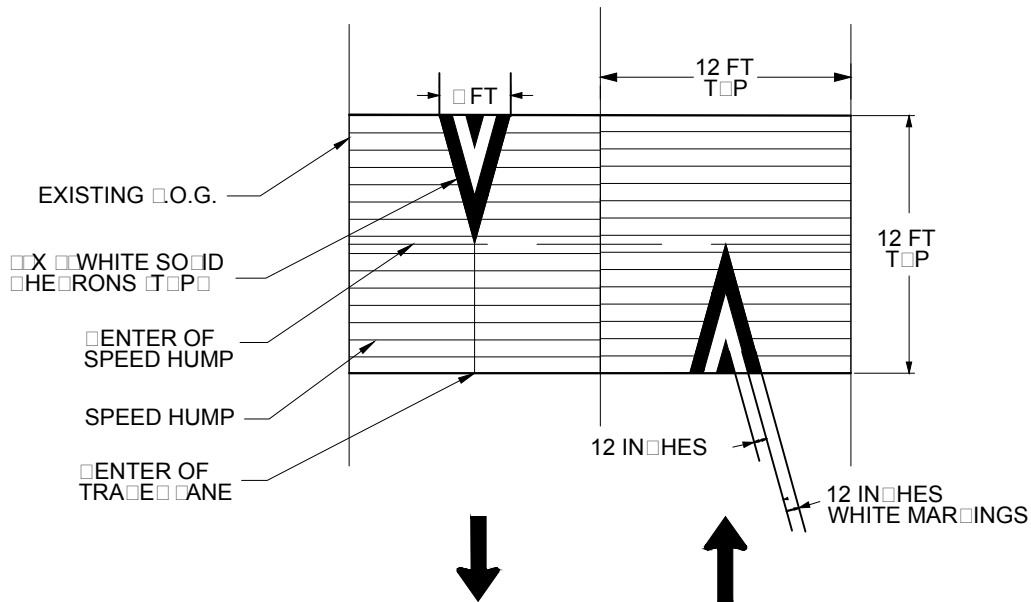
TRC ENGINEERS, INC.
505 E. HUNT LAND DRIVE, STE. 250 AUSTIN, TX 78752
T.B.P.E. FIRM REGISTRATION # F-8632
(512) 454 - 8716

SPEED HUMP DESIGN FOR [UR] [GUTTER STREET 2 OF 2]

OPTION A



OPTION B



N.T.S.

LEGEND

→ DIRECTION OF TRAFFIC



TRC ENGINEERS, INC.
505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX 78752
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512.454.2433 FAX

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April 26th, 2016

Mr. Kerry Lacy, City Manager
City of Elgin
P.O. Box 591
Elgin, Texas, 78621

RE: Speed Hump Details and Schematic – South Avenue D from E. Alamo St. to Church St.

Dear Mr. Lacy,

TRC Engineers, Inc. has conducted research in the possible location, design, detail, and signage for the placement of speed humps within S. Ave. D between E. Alamo St. and Church St. **Exhibit 1** of this Technical Memorandum, shows the location of the site with approximate placement of the speed humps and signage.

Per the letter dated March 23rd, 2016, *Re: Speed Hump Feasibility Study – South Avenue D from E. Alamo St. to Church St.*, addressed to Kerry Lacy, TRC Engineers, Inc. determined the criteria for speed hump installation:

1. Devices should generally be placed approximately 400 to 600 feet apart. Other spacing may be used based on engineering judgment.
2. Devices should generally not be located in front of a driveway or within an intersection.
3. Devices should generally not be located within 400 to 600 feet of a traffic signal or stop sign, or within 50 feet of an uncontrolled intersection.
4. Devices should not be located over, or contain manholes, water valves, or other subsurface utility access features.

Exhibit 1 shows the approximate location of the proposed speed humps to meet the previously stated criteria in items 1, 2, and 3. Further field investigation will be needed to verify compliance with item 4. The length of Maple Lane, between M.L.K. Blvd. and the end of Maple Lane, is approximately 1,750 feet. Given the criteria, TRC determined two speed hump locations for this segment of road.

There is no speed limit posted in this area, so the State of Texas has established a prima facie speed limit of 30 MPH. The *Texas Manual of Uniform Traffic Control Devices (TMUTCD) (Revision 2, November 2014)* Section 2C.05 Placement of Warning signs, Table 2C-4 *Guidelines for Advance Placement of Warning Signs*, shows that a speed limit of 30 MPH would require the placement of the Speed Hump Warning sign with Advisory Speed Plaque to be at minimum 100 feet before the speed hump. Refer to **Exhibit 1** for signage locations. TRC further suggests the speed limit be posted in this area if the City so chooses.

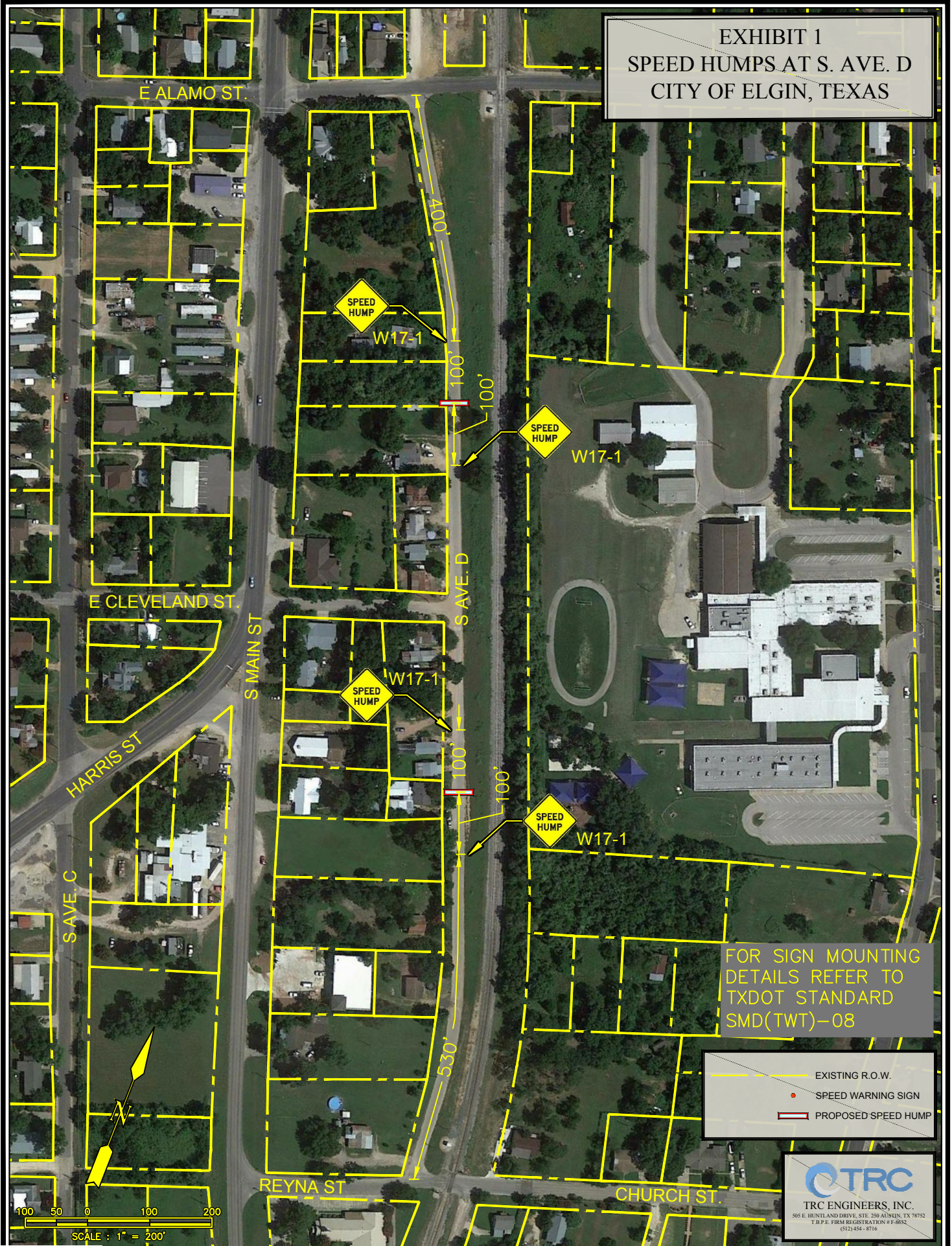
Appendix A of this Technical Memorandum shows the Speed Hump Detail for construction and striping.

If you have any questions regarding this information, please do not hesitate to contact this office.

Sincerely,

K. Beau Perry, P.E.
Principal

EXHIBIT 1
SPEED HUMPS AT S. AVE. D
CITY OF ELGIN, TEXAS



FOR SIGN MOUNTING
DETAILS REFER TO
TXDOT STANDARD
SMD(TWT)-08

- EXISTING R.O.W.
- SPEED WARNING SIGN
- PROPOSED SPEED HUMPS

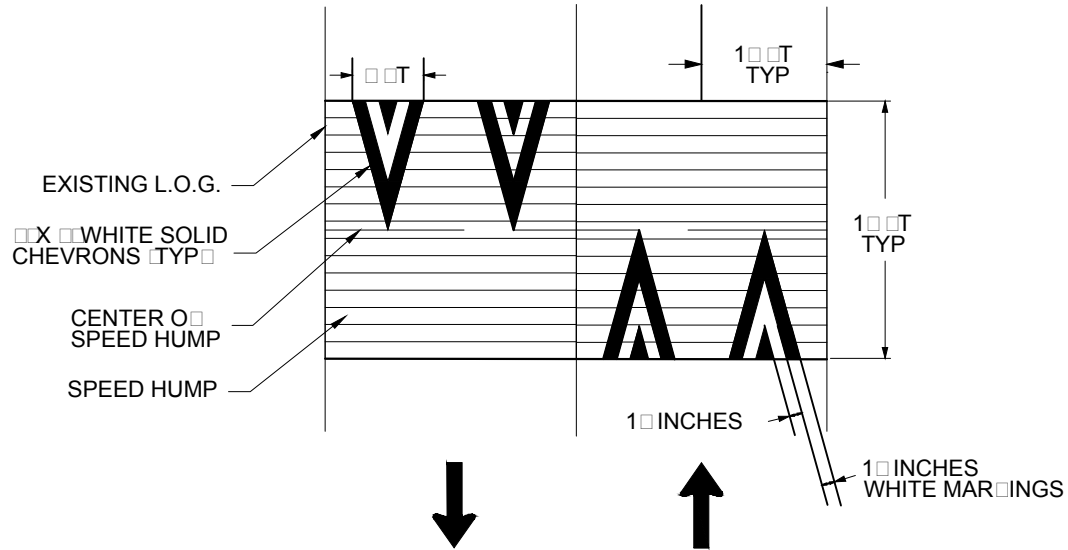
TRC
TRC ENGINEERS, INC.
505 E. HUNTLEIGH DRIVE, STE. 250 AUSTIN, TX 78752
T.E.P. FIRM REGISTRATION # F-36932
672-454-1516

APPENDIX A

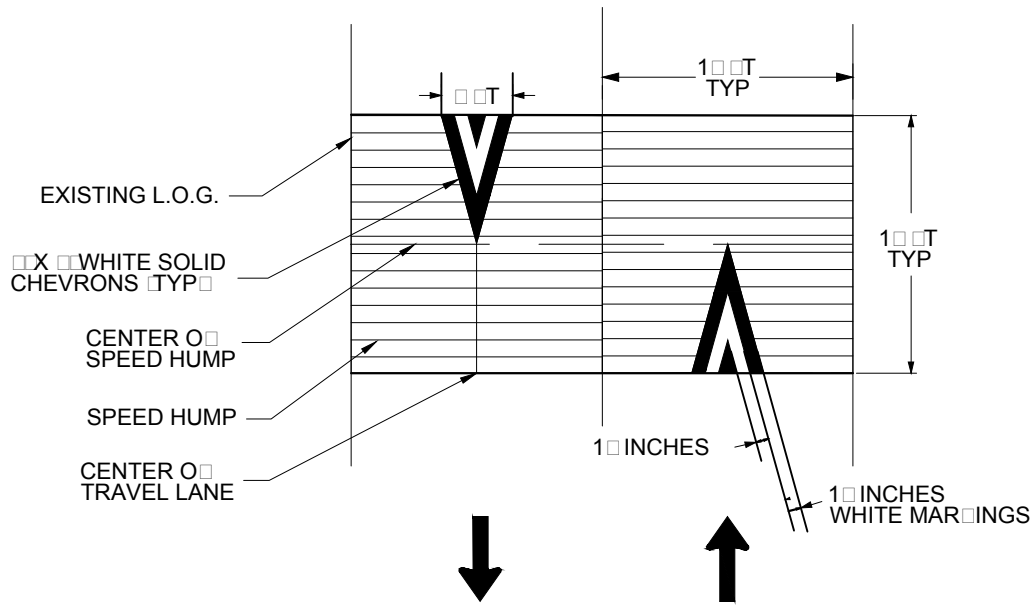


SPEED HUMP DESIGN FOR CURB OR GUTTER STREET SIDE

OPTION A



OPTION B



N.T.S.

LEGEND

→ DIRECTION OF TRAVEL



TRC ENGINEERS, INC.
505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX 78752
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505 East Huntland Drive
Suite 250
Austin, TX 78752

512.454.8716 PHONE
512.454.2433 FAX

www.TRCSolutions.com

April 26th, 2016

Mr. Kerry Lacy, City Manager
City of Elgin
P.O. Box 591
Elgin, Texas, 78621

RE: Speed Hump Details and Schematic – East Brenham Street and Old McDade Road from 400 Block of East Brenham Street (M.L.K. Blvd.) to Allison Cove

Dear Mr. Lacy,

TRC Engineers, Inc. has conducted research in the possible location, design, detail, and signage for the placement of speed humps within E. Brenham St. and Old McDade Rd. between M.L.K. Blvd. and Allison Cove. **Exhibit 1** of this Technical Memorandum, shows the location of the site with approximate placement of the speed humps and signage.

Per City of Elgin's request, TRC did not perform a speed hump feasibility study for East Brenham St. and Old McDade Rd. As such, TRC is proposing the speed humps locations based on good engineering judgement and did not take into account speed related crashes in the area or the 85th percentile speed statistics. Also, TRC has discovered that E. Brenham St. and Old McDade Rd. are designated as Local Arterials, therefore, the City may opt out of placing speed humps since they may hinder traffic circulation.

TRC Engineers, Inc. used the following criteria for speed hump installation:

1. Devices should generally be placed approximately 400 to 600 feet apart. Other spacing may be used based on engineering judgment.
2. Devices should generally not be located in front of a driveway or within an intersection.
3. Devices should generally not be located within 400 to 600 feet of a traffic signal or stop sign, or within 50 feet of an uncontrolled intersection.
4. Devices should not be located over, or contain manholes, water valves, or other subsurface utility access features.

Exhibit 1 shows the approximate location of the proposed speed humps to meet the previously stated criteria in items 1, 2, and 3. Further field investigation will be needed to verify compliance with item 4. The length of E. Brenham St. and Old McDade Rd., between M.L.K. Blvd. and Allison Cove, is approximately 2,940 feet. Given the criteria, TRC determined four speed hump locations for these segments of road.

The posted speed limit for the segments of E. Brenham St. and Old McDade Rd. under study is 30 MPH. The *Texas Manual of Uniform Traffic Control Devices (TMUTCD) (Revision 2, November 2014)* Section 2C.05 Placement of Warning signs, Table 2C-4 *Guidelines for Advance Placement of Warning Signs*, shows that a speed limit of 30 MPH would require the placement of the Speed Hump Warning sign with Advisory Speed Plaque to be at minimum 100 feet before the speed hump. Refer to **Exhibit 1** for signage locations.

Appendix A of this Technical Memorandum shows the Speed Hump Detail for construction and striping.

If you have any questions regarding this information, please do not hesitate to contact this office.

Sincerely,

K. Beau Perry, P.E.
Principal

EXHIBIT 1
SPEED HUMPS OLD MCDADE RD.
CITY OF ELGIN, TEXAS



TRC

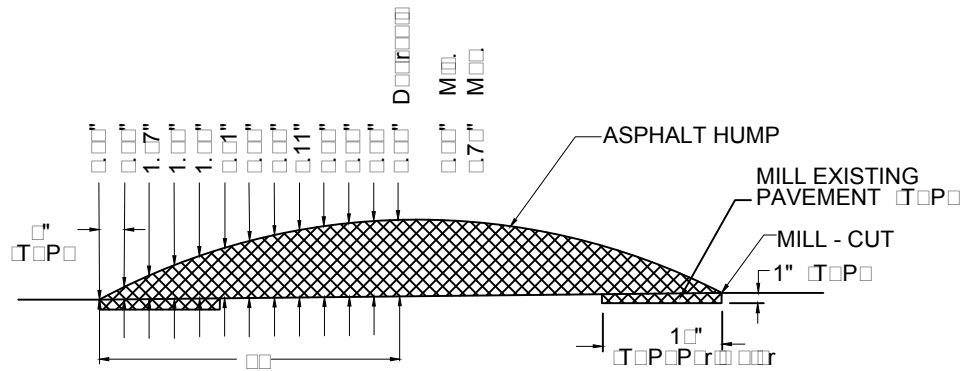
TRC ENGINEERS, INC.

505 E. HUNT LAND DRIVE, STE. 250 AUSTIN, TX 78752
T.B.P.E. FIRM REGISTRATION # F-8632
672-454-1516

APPENDIX A

SPEED HUMP DESIGN

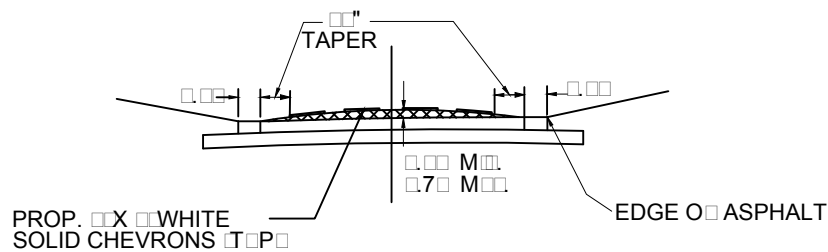
OR CURB GUTTER STREET 10'



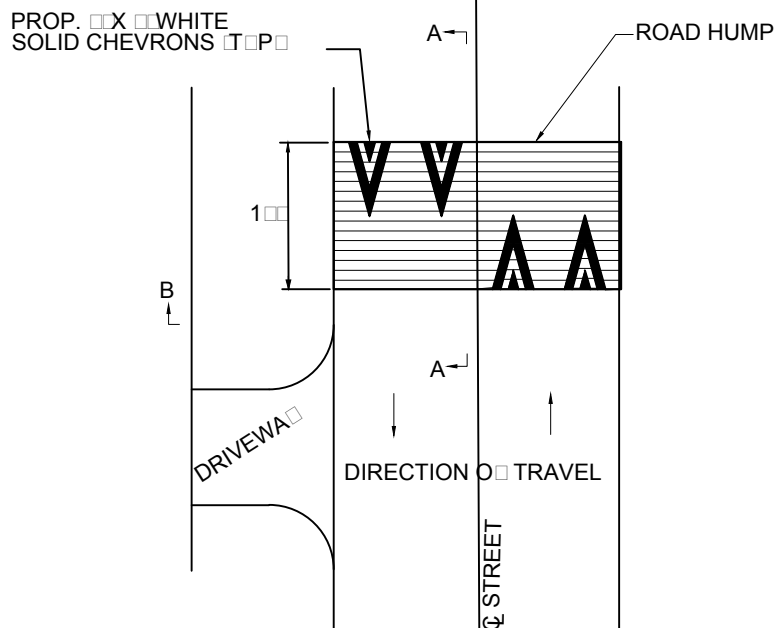
CROSS SECTION A - A

N.T.S.

OR ASPHALT OR CONCRETE STREETS



CROSS SECTION B - B



PLAN

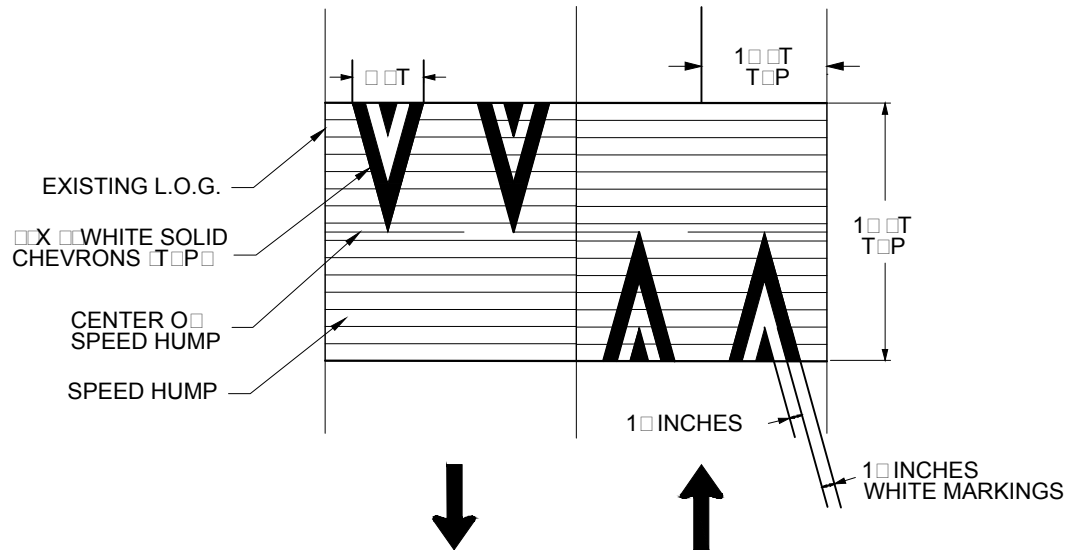
N.T.S.



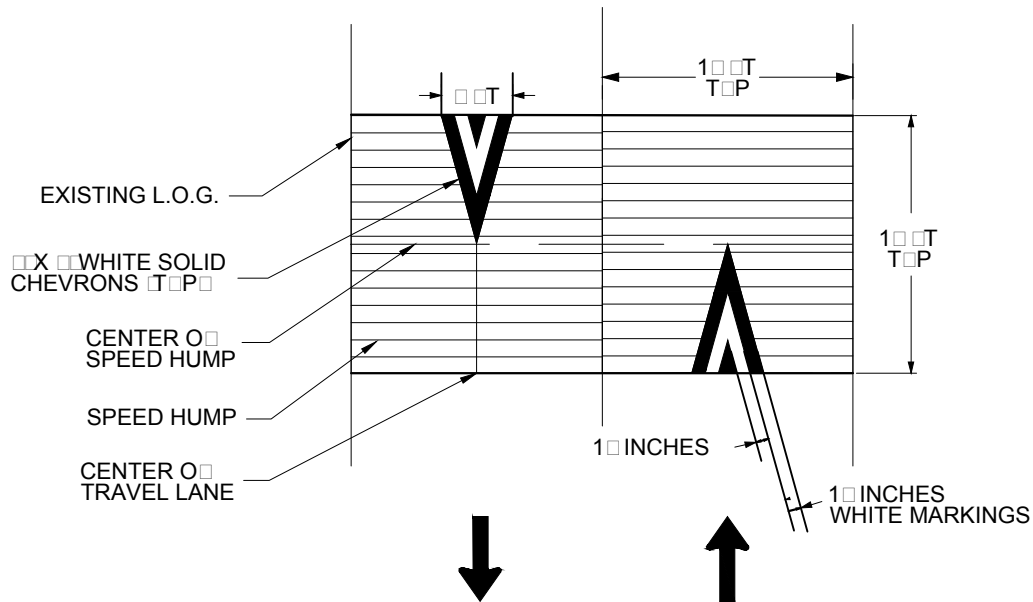
TRC ENGINEERS, INC.
505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX 78752
T.B.P.E. FIRM REGISTRATION # F-8632
(512) 454 - 8716

SPEED HUMP DESIGN OR CURB GUTTER STREET

OPTION A



OPTION B



N.T.S.

LEGEND

→ DIRECTION OF TRAVEL



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