



**AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, APRIL 4, 2017
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET
7:00 PM**

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

Recess REGULAR MEETING and call to order PUBLIC HEARING

V. PUBLIC HEARING

None

Close PUBLIC HEARING and Reconvene REGULAR MEETING

VI. 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.

VII. PRESENTATIONS

1. Proclamation recognizing April as Fair Housing Month.
2. Introduction of New City Employees: Parks Department
Danery Pinot - Parks Maintenance and grounds
John Stabile - Custodian
Patrick Nicks - Program Coordinator

VIII. CITY MANAGER'S REPORT

1. Warrant Round-Up Report - Municipal Judge Amanda Carter

2. Presentation of Proposed City of Elgin 2017 Five-Year Capital Program
3. Special Called Meeting - May 16, 2017
4. Monthly Departmental Activity Reports - February

IX. 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. City Council Meeting Minutes - March 7, 2017
2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AN EMERGENCY WATER INTERCONNECT AGREEMENT BETWEEN THE CITY AND AQUA WATER SUPPLY CORPORATION FOR THE PROVISION OF POTABLE WATER IN THE EVENT OF AN EMERGENCY AND MAKING CERTAIN FINDINGS RELATED THERETO
3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A WHOLESALE WATER SERVICE AGREEMENT BETWEEN THE CITY AND AQUA WATER SUPPLY CORPORATION WITH TERMS AND CONDITIONS FOR THE PROVISION OF WHOLESALE WATER SERVICE TO AQUA WATER SUPPLY CORPORATION AND MAKING CERTAIN FINDINGS RELATED THERETO
4. *(Second Reading)* ORDINANCE NO. 2017-03-07-03 ACKNOWLEDGING RECEIPT OF 'CERTIFICATE OF UNOPPOSED STATUS' PURSUANT TO SECTION 2.052 TEXAS ELECTION CODE; DECLARING UNOPPOSED CANDIDATES TO BE ELECTED TO THEIR RESPECTIVE OFFICES AND CANCELLING THE MAY 6, 2017 GENERAL ELECTION; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES
5. Consider approving waving the noise ordinance for the Elgin Middle School for Relay for Life celebration at the Elgin Middle School track from 6:00 pm Saturday, April 29 to 12:00 am Sunday, April 30, 2017.

X. UNFINISHED BUSINESS

None

XI. NEW BUSINESS

1. Discussion and action to award a contract to the low bidder, Supak Construction, Inc. in the amount of \$374,890.50 for the 2017 Water and Sewer Project and authorize the City Manager to fund the project from the Water and Sewer Impact Fees fund.

XII. 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.

1. Adjourn into Executive Session pursuant to (1) Section §551.072 Deliberations about Real Property: to receive a staff briefing and deliberate the purchase, exchange, lease, or value of certain real property located on Highway 290; (2) Section § 551.087 Deliberation Regarding Economic Development Negotiations: to deliberate the offer of a financial or other incentive to a business prospect; and (3) Section §551.074 Personnel Matters: to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee

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

RECONVENE

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

XIV. ANNOUNCEMENTS

XV. 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, Amelia Sanchez, 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 Thursday, March 30, 2017 in accordance with Chapter 551 of the Texas Government Code.

Amelia Sanchez
Amelia Sanchez, City Secretary



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

Proclamation recognizing April as Fair Housing Month.

DEPARTMENT: Community Development

PROPOSED ACTION:

Present Proclamation and have City Council photo with Courier.

BACKGROUND:

2017 marks the 49th anniversary of the passage of the Federal Fair Housing Act; Title VIII of the Civil Rights Act of 1968, as amended. This law guarantees that housing throughout the United States should be made available to all citizens without regard to race, color, religion, gender, familial status, disability or national origin. This proclamation is one way to draw attention to fair housing requirements.

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☐ included ☐ not included in the current-year budget ☒ N/A

RECOMMENDATION:

Present proclamation and have a photo with the Elgin Courier.

ATTACHMENTS:

Fair Housing Month 2017

- ☐ Staff will be making a detailed presentation on this agenda item at the meeting.
- ☐ Staff will provide brief comments and answer questions on this item at the meeting.
- ☒ This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

Proclamation

April is FAIR HOUSING MONTH

WHEREAS, April marks the 49th anniversary of the passage of the Fair Housing Act of 1968, which sought to eliminate discrimination in housing opportunities and to affirmatively further housing choices for all Americans; and

WHEREAS, this law guarantees that housing throughout the United States should be made available to all citizens without regard to race, color, religion, gender, familial status, disability or national origin, and

WHEREAS, the ongoing struggle for dignity and housing opportunity for all is not the exclusive province of the Federal government; and

WHEREAS, barriers which diminish the rights and limit the options of any citizen will ultimately diminish the rights of all citizens;

*NOW, THEREFORE, BE IT RESOLVED, that in the pursuit of the shared goal and responsibility of providing equal housing opportunities for all men and women, the City Council of Elgin, Texas does hereby join in the national celebration by proclaiming **APRIL, 2017 as FAIR HOUSING MONTH** and encourages all agencies, institutions and individuals, public and private, in Elgin to abide by the letter and the spirit of the Fair Housing law.*

Signed and sealed this 4th day of April, 2017.

*Chris Cannon
Mayor, City of Elgin*



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

Introduction of New City Employees: Parks Department

Danery Pinot - Parks Maintenance and grounds

John Stabile - Custodian

Patrick Nicks - Program Coordinator

DEPARTMENT: Parks & Recreation

PROPOSED ACTION:

Introduction of new city employees in the parks department

BACKGROUND:

Danary- Officially started in January. He fits well in the parks crew and is already showing a great interest in the work and is valued by his peers.

John- A new Yorker, loves his work. Everyone notices the great work that John has done since his start in early January I have gotten several compliments about his work.

Patrick- Spent some time working at the LCRA taking groups of people down the Colorado river. He is trained in ropes courses and team building exercises. We are hoping Patrick can be a great addition to our team by planning all these programs.

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☒ included ☐ not included in the current-year budget ☐ N/A

RECOMMENDATION:

Welcome the new employees to the City of Elgin.

ATTACHMENTS:

- ☐ Staff will be making a detailed presentation on this agenda item at the meeting.
- ☒ Staff will provide brief comments and answer questions on this item at the meeting.
- ☐ This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

Warrant Round-Up Report - Municipal Judge Amanda Carter

DEPARTMENT: Municipal Court

PROPOSED ACTION:

Review and consideration of report from Judge Carter

BACKGROUND:

The City of Elgin Municipal Court, in conjunction with the Elgin Police Department, recently conducted an aggressive Warrant Round-Up for individuals with outstanding municipal court warrants. Such individuals were notified and encouraged to voluntarily come into court offices to pay their associated fines, eliminating the potential for future arrest and incarceration. This effort was very successful, in that it eliminated many outstanding warrants and allowed the City to collect over \$20k in outstanding court fines. Judge Carter will be providing a more detailed report and answering any about this program at the meeting.

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☐ included ☒ not included in the current-year budget ☐ N/A

RECOMMENDATION:

No Council action recommended or contemplated.

ATTACHMENTS:

- ☐ Staff will be making a detailed presentation on this agenda item at the meeting.
- ☒ Staff will provide brief comments and answer questions on this item at the meeting.
- ☐ This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

Presentation of Proposed City of Elgin 2017 Five-Year Capital Program

DEPARTMENT: Administration

PROPOSED ACTION:

Presentation of the City of Elgin 2017 Five-Year Capital Program (5YRCP) as recommended by the City Manager. This item is only for review and presentation of the proposed 5YRCP. *The proposed 2017 5YRCP document will be presented at the meeting and is not included with the meeting packet.*

BACKGROUND:

As part of the City's commitment to maintaining a strategic long-term financial plan for appropriate future capital investment in city-owned assets and operations, the Five-Year Capital Program (5YRCP) is a comprehensive document describing all currently proposed capital projects for all city departments for each of the next five years ensuing. The 5YRCP will not only provide staff with the opportunity to look beyond the standard 12-month governmental funding cycle, it will provide the City Council/administration with information necessary to achieve effective long-term financial planning – while also providing the general public with an outlook on plans for future investment in city facilities and services.

The City has previously not maintained a five-year capital program for all departments and service areas; and this was a material weakness identified by the bond rating agencies as part of the City's most recent debt issuance.

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☐included ☐not included in the current-year budget ☒N/A

RECOMMENDATION:

Consideration of the the City of Elgin 2017 Five-Year Capital Program as presented. No Council action is requested or recommended on this item at this time. The 5YRCP will ultimately be presented for formal approval by Council Resolution at a future meeting; but not until such time as Council has completed its own review and consideration of the 5YRCP.

ATTACHMENTS:

- ☒ **Staff will be making a detailed presentation on this agenda item at the meeting.**
- ☐ **Staff will provide brief comments and answer questions on this item at the meeting.**
- ☐ **This is a routine procedural item and no presentation is planned for the meeting.**

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

Special Called Meeting - May 16, 2017

DEPARTMENT: Administration

PROPOSED ACTION:

Issue Certificates of Election and Oaths of Office,

BACKGROUND:

The Statute provides that a certificate of election is issued to each candidate who is declared elected, "in the same manner and at the same time as provided for a candidate elected at the election" EC §2.053(c). Candidates elected through cancellation must also qualify for office and take the oaths of office the same as candidates elected at an election.

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☒ included ☐ not included in the current-year budget ☐ N/A

RECOMMENDATION:

Issue Certificates and Oaths of Office.

ATTACHMENTS:

- ☐ Staff will be making a detailed presentation on this agenda item at the meeting.
- ☐ Staff will provide brief comments and answer questions on this item at the meeting.
- ☒ This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their

- - *earliest convenience.* - -



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

Monthly Departmental Activity Reports - February

DEPARTMENT: Administration

PROPOSED ACTION:

Department reports are informational only for City Council and no action is required.

BACKGROUND:

Routine Monthly Reports.

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☐ included ☐ not included in the current-year budget ☒ N/A

RECOMMENDATION:

No action is required.

ATTACHMENTS:

Police Dept. Report - February

Building and Planning Report - February

Parks Report - February

Community Development - February

Utilities Report - February

Mainstreet - February

Library Report - February

Municipal Court Report - February

☐ Staff will be making a detailed presentation on this agenda item at the meeting.

- ☐ Staff will provide brief comments and answer questions on this item at the meeting.
- ☒ This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

Elgin Police Department

February 2017

CATEGORY	17-Feb	Feb-16	15-Feb	14-Feb	13-Feb
Calls for Service					
Total Calls for Service	1139	1001	746	556	634
Police calls	928	683	521	531	532
Fire calls	48	36	36	23	31
Animal calls	76	114	87	81	60
Activity logs	82	166	96	154	229
City calls	5	2	6	11	4
Offense Reports					
Total Offense Reports	52	61	75	64	80
Active (Open) cases	16	17	21	15	23
Cases Inactivated	8	12	22	16	12
Cases Closed	4	1	1	4	0
Documentation (no crime)	0	1	0	0	3
Other	0	1	0	0	1
Unfounded	1	0	2	0	1
Referred to other agency	1	3	2	1	3
Citations					
Total Citations	395	374	156	319	319
Citations for violations	214	252	90	158	131
Warnings	181	122	66	161	179
Collisions					
Total Accidents	28	38	29	17	25
Major accidents (with injury)	5	9	4	0	2
Minor accidents (no injury)	18	24	16	12	19
Leaving the scene accidents	5	5	9	5	4
Alarms					
Business alarms	8	7	6	18	8
Residential alarms	11	16	1	1	9
Fire alarms	2	5	3	1	0
Arrests					
Felony arrests	3	5	5	4	7
Misdemeanor arrests	30	13	20	26	27
Other arrests	7	9	2	3	3
Animal Control					
Total Animal Control calls	76	114	87	64	60
Animal Cruelty calls	0	0	0	0	0
Canine Impounds	4	23	19	18	14
Feline Impounds	3	19	5	6	10
Citations issued	8	10	5	10	11
Bite Cases	2	2	0	0	1
Dead animal calls	6	6	5	10	7
Wildlife calls	1	2	0	4	0
Rabies cases	0	0	0	0	0
Other	55	13	57	16	17

Monthly Report to Administrative Manager
Building Department
For the Month of February 2017

Type of Inspections	Feb-16	Feb-17	Fiscal Yr. To Date	Calendar Yr. To Date
Building	44	20	205	38
Electrical	27	18	148	47
Plumbing	32	17	156	41
Gas	13	1	77	15
Mechanical	15	13	85	21
TOTAL	131	69	671	162
Building				
Permits	19	13	79	29
Value	\$ 1,203,324.00	\$ 4,395,300.00	\$ 5,902,053.14	\$ 4,762,401.15
Fees	\$ 8,579.20	\$ 23,554.54	\$ 38,144.49	\$ 27,408.44
Electrical				
Permits	20	11	53	24
Fees	\$ 3,780.00	\$ 1,090.00	\$ 7,627.50	\$ 2,870.00
Plumbing				
Permits	15	2	35	10
Fees	\$ 2,417.50	\$ 260.00	\$ 5,277.50	\$ 1,260.00
Gas				
Permits	8	0	20	4
Fees	\$ 1,210.00	\$ -	\$ 2,440.00	\$ 470.00
Mechanical				
Permits	10	0	39	7
Fees	\$ 1,535.00	\$ -	\$ 6,295.00	\$ 1,070.00
Total All Fees	\$ 17,521.70	\$ 24,904.54	\$ 59,784.49	\$ 33,078.44

**February 2017
Building Permits**

Number of Permits		Type/Classification	Permit Fees		Valuation	
Feb-16	Feb-17		Feb-16	Feb-17	Feb-16	Feb-17
5		New Single Family	\$ 3,252.20		\$ 415,379.00	
		New Duplex				
		New Manufactured				
		New Multi-Family				
2		New Commercial	\$ 3,698.00		\$ 590,000.00	
1	1	New Industrial	\$ 1,007.50	\$ 1,381.00	\$ 150,000.00	\$ 200,000.00
		New Swimming Pools				
		Moving Permit				
4		New Signs	\$ 283.25		\$ 21,796.00	
5	7	Residential	\$ 192.50	\$ 1,119.94	\$ 14,599.00	\$ 73,300.00
1	3	Non-Residential	\$ 145.75	\$ 21,053.60	\$ 11,550.00	\$ 4,122,000.00
1	2	Demolitions	\$ -	\$ -	\$ -	\$ -
19	13		\$ 8,579.20	\$ 23,554.54	\$ 1,203,324.00	\$ 4,395,300.00
*ZBOA Request		Edward T. Harvey 11' Variance on East side setback of key lot approved				
P & Z Request		Franz Addition corrections, approved, and Eagles Landing Conceptual and Preliminary Plats, approved				
Code Enforcement	Active Feb 2016	Active Feb 2017	Closed Feb 2016	Closed Feb 2017	Calendar YTD	
Abandoned/Junked	1	1	13	19	30	
Animal Control					0	
Beer Permits					0	
Environmental				2	4	
Fire Code			4		0	
Health and Sanitation	1		9	1	1	
Illegal Signs			40	27	45	
Property Maintenance					5	
Unsafe Structures			1		0	
Water/Sewer			3		0	
Zoning			5	1	2	
Total	2	1	75	50	87	

*Zoning Board of Adjustments

Submitted By:

Carlos Navejas

Date:

March 15, 2017

Monthly Report to Administrative Manager
Building Department
For the Month of February 2017

The City of Elgin Planning and Development department issued a total of thirteen (13) building permits in the month of February. Two (2) were for site development (infrastructure) at Saratoga Farms Sections 3 & 4 behind Walmart. One (1) was for a new 5,000 square foot building in Elgin Business Park. Seven (7) were for various improvements (storage sheds, window/siding replacement, remodeling, additions) to existing Single Family Dwellings. Two (2) demolition permits were issued for the removal of storage buildings. One (1) was for the addition of a covered cage area at the back of 809 N Main Street. Site Plans for Sierra Apartment Homes (68 units on Maple Lane) are still pending completion of the plan review. Site plans for Maple Lane Duplexes (5 duplex units on Maple Lane) were approved on February 28th. ACC Phase II (2 single story buildings added to the existing campus) site plans received conditional approval on February 23rd.

The Board of Adjustments met on February 13, 2017 and granted an eleven foot (11') variance to Mr. Edward T. Harvey for the East setback that runs along 10th Street. He constructed a storage shed that was within the fifteen foot (15') side yard setback of his property (he is on a corner lot).

The Planning and Zoning Commission met on February 27th and approved the corrections to the Franz Addition Preliminary and Final Plats. They also approved the Conceptual Plan and Preliminary Plat for Eagles Landing Subdivision, Phase 2.

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, 2017 and February 28, 2017 is 87. Bulky waste and junk vehicles continue to be the top issues demanding our officer's attention.

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



February 2017 Parks Report.

Storm Debris: Tree damage was extensive in the parks after a spring storm pushed through Elgin. In Total about 35 trees within the park system were effected with branches down or whole trees down. The Parks Crew worked on the downed trees for 6 days to get the debris cleared. The tree limbs were mostly mulched in place and reused within the parks. Some larger trees were hauled off as waste. The Parks crew worked well to get the parks back in shape quickly. I am very proud of how they responded in the days following the storm.

Recreation Programs: we will be working to expand our recreation al programs this spring and summer. We will have a Park Volunteer day April 22nd as well as some additional programs that will go along with our movies in the park series. These programs and events will be staffed with park employees and offer more to do for all ages.

Friends of Elgin Parks Barn Concert: The Friends of Elgin Parks hosted their 3rd Barn Concert at the Carter Barn in late February. The Friends of the parks put on a great show and grossed about \$3,000. Funds raised by the Friends of Elgin Parks Go towards our Spring Music series and small projects like funding benches and trash cans for the parks.

Goals for March 2017

- Train Program Manager for Pool operations
- Prepare for the Swim season
- Update and replace aging pool equipment.

Park Activity Summary		February 2017
Facility	Number of uses	
Park/ Pavilion Rental	1	
Ball Field Rental	37	
Fleming Community Center	33	
Deposits	\$560.00	



MEMORANDUM

To: Tom Mattis, City Manager
From: Amy Miller, Community Development Director
Date: March 20, 2017
RE: Community Development Department Report February 2017

The CAMPO Transportation Technical Advisory Committee selected me as vice chair for 2017. The Elgin Pop up Art weekend with Sip Shop and Stroll, Black History Month Hatitude event and the Community Blood Drive were all well attended. The Main Street Board held a retreat and began developing a three year strategic plan. The Main Street program was recognized as a Nationally Accredited Main Street Program by the National Trust for Historic Preservation. Continued working to close out the TCF downtown Sidewalk project. The Historic Review board approved bike racks for downtown, sign applications for Cannon Insurance, and a sidewalk dining application for The Brique.

Projects

- Coordination of Elgin Pop Up Art weekend February 9-11
- Coordinating Elgin Art Studio Tour May 20-21 with Barry Perez and Molly Alexander.
- Planned Community Clean-up day for March 25.
- TCF sidewalk project, close out paperwork.
- FM 1100 design project – follow up with TXDOT Bastrop office.
- TAP Sidewalk project, under design with TRC.
- Developed business training classes for the spring with EDC and Chamber. These will include Hands on Facebook for business, Instagram for businesses and a guerrilla marketing class that addresses google pages, Yelp and creative marketing.
- Small group of volunteers and business owners met with the Main Street manager Samantha Armbruster and toured San Marcos.
- 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.
- Working with EDC and Chamber on a community marketing plan.
- Planned Safe Routes to school days for March April and May.

- Organized Downtown Connection networking meeting for March.
- Provided a Downtown Annual update for the Chamber of Commerce luncheon.
- City of Elgin E-News
- Facebook Pages: City of Elgin, Visit Elgin, Envision Elgin
- Instagram – visitelgintx
- City website – updates and training.

Boards & Committees, Seminars

CAMPO, Transportation Advisory Committee

School Health Advisory Committee for Elgin ISD

Main Street Board

Historic Review Board

Promotion Tourism Committee

Organization Committee

Design Committee

Clean Air Coalition Advisory Committee, CAPCOG

Upcoming Events

Super Hero Fun Run to Benefit JDRF March 4

Sip Shop and Stroll March 9 from 5 to 8

Meet your Neighbor Downtown Connection March 21 6 pm at ATX Jerky

Local Lore, Elgin's History Adventure April 1 from 10 am to 5 pm Depot Museum

Elgin Music Series April 7, 14, 21, 28 Friday evenings at Veterans Memorial Park 8 pm

Sip Shop and Stroll April 13 from 5 to 8

Taste the Town April 20 with Elgin Drive a Senior 5:30 pm

Elgin Art Studio Tour May 20-21

UTILITY BILLING REPORT			February 2017
Billed out	\$385,602.81		
Past due notices	722	\$86,062.65	
Work orders-Cut offs	67		
Disconnected for non pmt	60		
Extension to pay 1st	27		
Extension due for disconnect	3		
Meter tamper fee	0		
After Hour turn on	4		
Accounts set to final	7	for non pmt	

METER REPORT		
WORK ORDERS	COMPLETED	INCOMPLETE
START READ	43	
FINAL READ	44	0
TRANSFERS / IN AND OUT	6	0
CTO'S / DISCONNECT NON-PMT	67	0
SET METER	0	3
ERT REPLACEMENTS	1	16
METER REPLACEMENTS	40	22
VISUAL READS	19	0
FAILURE TO READ (MOBILE MISS)	85	0
RE READS	24	0
WL / CHECK FOR WATER LEAK	10	0
METERS DATA LOGGED	2	0
MISCELLANEOUS	18	0
TOTAL NUMBER OF WORK ORDERS	359	41
CURB STOPS		
BROKEN CURB STOPS	0	30
TOTAL NUMBER OF WORK ORDER	0	30
BULK WATER		
PURCHASES	13	
TRIPS/GALLONS	21/7,600	
TOTAL COLLECTED	\$38.78	

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

310 N. Main Street
512-229-3220 office



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: February 2017

DATE SUBMITTED: 3-10-2017

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
February 16 , 2017	Officer elections completed - Ed Rivers-President, Theresa McShan-Vice President, Stacey Wilhite- Secretary. Discussed board retreat set for February 23. Plans for art studio tour, for business training classes, sip shop and stroll, local lore. The board retreat was very successful. Full day discussion of plans, great participation by the board.

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

Meeting Dates:	Update on projects or activities
February 24, 2017	field trip to San Marcos for Friday February 24, met Samantha Armbruster, Main Street manager. Very successful, shared lots of great ideas related to design, promotion and business development downtown. meet your neighbor be connected event was not well attended. Discussed some options for improving attendance in future.

PROMOTION:

Meeting Dates:	
February 16, 2017	Elgin Art studio tour set for May 20-21 – significantly more artists and locations participating than in the past. Continuing sip shop and stroll every 2nd Thursday, local lore for April, Elgin Arts Association Pop up art show with Sip Shop and stroll in February was well attended and artists had some sales. Theme for Sip Shop and stroll in March to be live music. Discussed Adventure 290 a new tourism promotion that our chamber is participating in with other chambers along Hwy 290.

Email to: mainstreet-reports@thc.state.tx.us

DESIGN:

	Bike racks were approved by HRB.

ECONOMIC RESTRUCTURING:

Meeting Dates:	Update on projects or activities
, 2017	Set business training classes – Instagram, Hands on Facebook, Guerrilla Marketing in March and April. New openings: Cannon Insurance Services and Colorworks Salon. These properties are available for sale, lease space available at 116 Depot Street, 23 N Main and 30 North Main. Working with owners on renovation plans, reviews, and lease recruitment.

2. Program Commentary *(list critical issues, problems, and successes/ completed projects of the past month):*
Renovation underway on 30 North Main, 109 South Avenue C, 103 North Main Street.
Renovation plans pending submission to the city for 111 South Avenue C.
3. Outlook. *Goals and challenges; plans for upcoming major projects such as public improvements etc.:*
Very successful retreat – will work on finalizing a strategic plan in March.
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.*

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

Meet your Neighbor Downtown Connection

Super Hero Fun Run to Benefit JDRF March 4

Sip Shop and Stroll March 9

Local Lore April 1

Sip Shop and Stroll April 13

Art Studio Tour May 20-21

Email to: mainstreet-reports@thc.state.tx.us

Library Report to City for February 2017

The floor in the Civic Center was waxed (thank you John Stabile) and it looks wonderful. The kitchen is scheduled to be waxed.

Circulation was down 13% with the collection size up slightly over the previous February. The circulation slowing down is an issue libraries are grappling with everywhere.

Friends of the Elgin Library have scheduled two Literary Events: Margie Crisp and Bill Montgomery's book The Nueces River: Río Escondido (River Books, Sponsored by The Meadows Center for Water and the Environment on March 26 and Michael Dolan's book The Trumpets of Jericho about World War II and the Holocaust. Literary Events are on Sunday afternoons at 2 with yummy baked refreshments served.

The library completed a Texas Book Festival materials grant for books about immigration of which some would be used for a young adult/adult book club this summer. We will find out if it is awarded at the library conference in April.

The library provided 13 regular programs for children and adults in February and included a Sweetheart's Luncheon for all of those special folks that volunteer regularly and those that have done a special project for us. An example of a special project is the three reading tents made by Lori and Drew Musick for the children's area. We provide two weekly ESL (English as a Second Language) and citizenship classes taught by dedicated volunteers Bethel Oestman and John Van Metre.

Three staff members signed up for the library conference San Antonio in April 19-22. Judy Maiewski will retire at the end of April after 19 years of service. The Friends plan a retirement party for her on Saturday, April 8th.

Technology: The new copier continues to give staff difficulties with paper jams.

Volunteers have put in many more hours than last year. They have kept the library running while we hire a new circulation person.

Categories	Units	Feb. '16	Feb. '17	Fiscal YTD '16	Fiscal YTD '17
Total Circulation		6,345	5,549	34,605	30,127

+ or - Same month previous year	Percent	11%-	13%-		
Additions					
Interlibrary Loans	Each	0	26	5	111
New Patrons	Each	72	51	370	338
Collection					
Items Added	Each	172	234	2,686	1,245
Items Withdrawn	Each	319	135	1,065	1,065
Total Collection	Each	39,316	39,681	39,316	39,681
General Statistics					
Gate Count	Each	3,610	3,417	19,376	19,426
Hours Open	Hours	154	155	801	786
Library Tours	Each	0	1	0	2
Program Visitors	Each	313	250	2,355	2,199
Public Computer Use	Hours	632	369	2,889	2,059
Patrons using computers	Each	657	589	4,131	3,138
Wifi Patron Use		N/A	1,361	N/A	7,107
Volunteer Hours	Each	100	120	595	820
Receipts					
		\$1,326	\$734	\$6,392	\$4,276
Civic Center Use					
City	Each	2	5	12	19
Library	Each	7	18	56	97
Public Rental	Each	2	0	18	4
Other - not for profit	Each	19	4	55	29
Total Civic Center Use		30	27	141	149

OFFICE OF COURT ADMINISTRATION

TEXAS JUDICIAL COUNCIL



OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month February

Year 2017

Municipal Court for the City CITY OF ELGIN

Presiding Judge Amanda Carter

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 Mar 16, 2017

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) 463-1625

FAX: (512) 936-2423

CRIMINAL SECTION

City of CITY OF ELGIN Month February Year 2017	Traffic Misdemeanors			Non-Traffic Misdemeanors		
	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
1. Total Cases Pending First of Month:	13,093	13	0	0	2,569	21
a. Active Cases	9,002	11	0	0	1,250	4
b. Inactive Cases	4,091	2	0	0	1,319	17
2. New Cases Filed	202	0	0	0	65	8
3. Cases Reactivated	56	0	0	0	20	1
4. All Other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket	9,260	11	0	0	1,335	13
6. Dispositions Prior to Court Appearance or Trial						
a. Uncontested Dispositions	149	0	0	0	30	2
b. Dismissed by Prosecution	12	0	0	0	5	0
7. Dispositions at Trial:						
a: Convictions						
1) Guilty Plea or Nolo Contendere	11	0	0	0	10	4
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	18					
b. After Deferred Disposition	0	0	0	0	0	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	3					
g. All Other Transportation Code Dismissals	0	0	0	0	0	0
9. All Other Dispositions	15	0	0	0	0	0
10. Total Cases Disposed	209	0	0	0	45	6
11. Cases Placed On Inactive Status	40	0	0	0	38	0
12. Total Cases Pending End of Month:	13,086	13	0	0	2,589	23
a. Active Cases	9,011	11	0	0	1,252	7
b. Inactive Cases	4,075	2	0	0	1,337	16
13. Show Cause Hearings Held	6	0	0	0	6	2
14. Cases Appealed						
a. After Trial	0	0	0	0	0	0
b. Without Trial	0	0	0	0	0	0

JUVENILE / MINOR ACTIVITY

Court CITY OF ELGIN	TOTAL
Month February Year 2017	
1. Transportation Code Cases Filed	3
2. Non-Driving Alcoholic Beverage Code Cases Filed	0
3. Driving Under the Influence of Alcohol Cases Filed	0
4. Drug Paraphernalia Cases Filed	1
5. Tobacco Cases Filed	1
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	1
9. All Other Non-Traffic Fine-Only Filed	0
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 Requests For Counsel
Month February	Year 2017	
1. Magistrate Warnings:		
a. Class C Misdemeanors	24	
b. Class A and B Misdemeanors	16	6
c. Felonies	4	4
		TOTAL
2. Arrest Warrants Issued:		78
a. Class C Misdemeanors		
b. Class A and B Misdemeanors		3
c. Felonies		0
3. Capiases Pro Fine Issued		11
4. Search Warrants Issued		0
5. Warrants for Fire, Health and Code Inspections Filed		0
6. Examining Trials Conducted		0
7. Emergency Mental Health Hearings Held		0
8. Magistrate's Orders for Emergency Protection Issued		0
9. Magistrate's Orders for Ignition Interlock Device Issued		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		0
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit		17
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:		\$36,465.53
a. Kept by City		
b. Remitted to State		\$18,847.20
c. Total		\$55,312.73



**ELGIN CITY COUNCIL MEETING
AGENDA ITEM EXECUTIVE SUMMARY**

ITEM:

City Council Meeting Minutes - March 7, 2017

DEPARTMENT: Administration

PROPOSED ACTION:

Review and approve

BACKGROUND:

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☐ included ☐ not included in the current-year budget ☒ N/A

RECOMMENDATION:

Approval of the Minutes

ATTACHMENTS:

City Council Meeting Minutes - March 7, 2017

- ☐ Staff will be making a detailed presentation on this agenda item at the meeting.
- ☐ Staff will provide brief comments and answer questions on this item at the meeting.
- ☒ This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

**MINUTES
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, MARCH 7, 2017
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
Mary Penson, Council Member
Susie Arreaga, Council Member
Craig Fromme, Council Member
Phillip Thomas, Council Member
Sue Brashar, Council Member
Jessica Bega, Council Member
Neil Beyer, Council Member

Staff: Thomas L. Mattis, City Manager
Chris Bratton, Police Chief
Buck LaQuey, Finance Director
Joe Parten, Director Public Works

INVOCATION

Council Member Thomas gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Chris Cannon led the Pledge of Allegiance to the United States and Texas Flags.

PUBLIC COMMENT

Wayne Skibiata with the Elgin Masonic Lodge #328 spoke and offered to provide a cornerstone leveling ceremony for the new recreation center on Hwy 95. He explained that this was a type of blessing for the building and the people using it. He understood that the center would be completed by December or January and wanted to let the Council know they were interested in doing the ceremony.

CITY COUNCIL MEETING MINUTES

March 7, 2017 – Page 2

City Annex Council Chambers

Dan Kleiner, Publisher of the Elgin Courier, spoke and stated that next week was Sunshine Week and that it was established in the 1970's. He stated it was a week where media and news outlets do different things to bring Open Government Laws to light letting people know their rights. He stated he had worked at 5 different newspapers, covered 14 different municipalities, and had never worked with such an open, transparent, and honest City Council as this one. He stated what a great partner the Council is with the Elgin Courier and presented Sunshine Awards to the Council and Staff.

PRESENTATIONS

1. Introduction of new Administrative Assistant for Police Department

Chief Bratton introduced Celena Mangus as the new employee to the Police Department.

CITY MANAGER'S REPORT

1. Presentation of 2016 Racial Profiling Report to City Council
2. Update on Traffic Control and Safety Committee
3. Monthly Departmental Activity Reports – February

City Manager, Tom Mattis, stated that the 2016 Racial Profiling Report was in the agenda packet and that it was a legal requirement to be provided to the Council. He added that it had a lot of information and if anyone had questions or wanted to discuss further, Chief Bratton would be available.

Mr. Mattis spoke on the Safety Committee that was formed and involved in the Calming Device Project, with a report due to Council 3 months after calming devices in place. He stated that he was in the process of putting together a meeting soon and getting that report to Council. Council Member Bega stated that the Committee was a mechanism put in place originally so that the city and citizens could report such things as traffic control issues, and to discuss options for other ways to address these issues.

Mr. Mattis mentioned that the Bulk Trash Pickup was going well, but the Storm Debris was a different issue. He stated he was waiting to hear when that would be taken care of. Mr. Mattis stated there were some issues on getting a contract document on a couple of items for the Rec Center, but was hopeful that the contract would be signed this week. He also mentioned the courts at the park would be resurfaced this week if the weather would allow.

Mr. Mattis stated the Monthly Department Reports were attached for Council and asked if anyone had questions.

CITY COUNCIL MEETING MINUTES

March 7, 2017 – Page 3

City Annex Council Chambers

CONSENT AGENDA

1. AN ORDINANCE ACKNOWLEDGING RECEIPT OF “CERTIFICATE OF UNOPPOSED STATUS” PURSUANT TO SECTION 2.052 TEXAS ELECTION CODE; DECLARING UNOPPOSED CANDIDATES TO BE ELECTED TO THEIR RESPECTIVE OFFICES AND CANCELLING THE MAY 6, 2017 GENERAL ELECTION; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES
2. RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION FOR THE NATIONAL INCIDENT BASED REPORTING SYSTEM (NIBRS) PROJECT TO THE OFFICE OF THE GOVERNOR BY THE ELGIN POLICE DEPARTMENT
3. *(Second Reading)* RESOLUTION No. 2017-02-07-07 BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING THE EXPENDITURE OF \$12,000 BY THE ELGIN ECONOMIC DEVELOPMENT CORPORATION FOR STANSBURY PUBLIC RELATIONS AND MAKING CERTAIN FINDINGS RELATED THERETO
4. DISCUSSION AND POSSIBLE ACTION REGARDING A REQUEST FROM FRIENDS OF ELGIN PARKS TO WAIVE THE OPEN CONTAINER ORDINANCE IN VETERANS’ MEMORIAL PARK FOR MUSIC IN THE PARK SERIES ON APRIL 7, APRIL 14, APRIL 21 AND APRIL 28, 2017 FROM 4:00 PM UNTIL 10:00 PM
5. City Council Meeting Minutes – February 7, 2017

City Council Member Brashar moved to approve the 5 items on the Consent Agenda. Council Member Fromme seconds the motion. Motion carried by unanimous vote, 9 for 0 against.

UNFINISHED BUSINESS

None

NEW BUSINESS

1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AN EMERGENCY WATER INTERCONNECT AGREEMENT BETWEEN THE CITY AND AQUA WATER SUPPLY CORPORATION FOR THE PROVISION OF POTABLE WATER IN THE EVENT OF AN EMERGENCY AND MAKING CERTAIN FINDINGS RELATED THERETO

CITY COUNCIL MEETING MINUTES

March 7, 2017 – Page 4

City Annex Council Chambers

Council Member Penson moved to approve A Resolution Authorizing the Mayor to execute an agreement with Aqua Water Supply for Potable Water in an emergency. Council Member Fromme seconds the motion. Motion carried by unanimous vote, 9 for 0 against.

2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A WHOLESALE WATER SERVICE AGREEMENT BETWEEN THE CITY AND AQUA WATER SUPPLY CORPORATION WITH TERMS AND CONDITIONS FOR THE PROVISION OF WHOLESALE WATER SERVICE TO AQUA WATER SUPPLY CORPORATION AND MAKING CERTAIN FINDINGS RELATED THERETO

Council Member Penson moved to approve A Resolution Authorizing the Mayor to execute a Wholesale Water Service Agreement with Aqua Water Supply for wholesale water service to Aqua Water Supply Corporation. Council Member Brashar seconds the motion. Motion carried by unanimous vote, 9 for 0 against.

3. CONSIDERATION OF AN ENCROACHMENT AGREEMENT BETWEEN ERNEST GENE FRANZ AND DORTHY ANN FRANZ, THE OWNERS OF FRANZ ADDITION LOCATED AT 701 N AVENUE H AND 504 E 7TH STREET IN THE CITY OF ELGIN

Council Member Bashar moved to approve an Encroachment Agreement with the owners of Franz Addition located at 701 Avenue H and 504 E 7th Street. Council Member Thomas seconds the motion. Motion carried by unanimous vote, 9 for 0 against.

4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A COOPERATIVE AGREEMENT WITH SF DEVELOPMENT, INC. FOR THE SHARING OF COSTS RELATED TO THE CONSTRUCTION OF A WASTEWATER LINE AND A LIFT STATION IN THE SARATOGA FARMS SUBDIVISION AND MAKING CERTAIN FINDINGS RELATED THERETO

Council Member Penson moved to authorize the Mayor to execute an agreement with SF Development, INC. for cost sharing related to the construction of a wastewater line and lift station. Council Member Bega seconds the motion. Motion carried by unanimous vote, 9 for 0 against.

ANNOUNCEMENTS

Mayor Cannon stated he had received call from ONCOR informing him that they would be putting out door hangers advising residents of tree trimming that will be done city wide next week.

CITY COUNCIL MEETING MINUTES

March 7, 2017 – Page 5

City Annex Council Chambers

EXECUTIVE SESSION

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

None

ADJOURNMENT

Mayor Cannon adjourned the City Council meeting at 7:48 p.m.

APPROVED:

CHRIS CANNON
Mayor, Elgin, Texas

ATTEST:

AMELIA SANCHEZ
City Secretary



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AN EMERGENCY WATER INTERCONNECT AGREEMENT BETWEEN THE CITY AND AQUA WATER SUPPLY CORPORATION FOR THE PROVISION OF POTABLE WATER IN THE EVENT OF AN EMERGENCY AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Administration

PROPOSED ACTION:

Affirmation of Council's approval of an Emergency Water Interconnect Agreement between the City and Aqua Water Supply Corporation (WSC)

BACKGROUND:

Aqua WSC is a neighboring potable water service provider whose service area (CCN) is adjacent to - and includes parts of - the City of Elgin. As with all water providers, the City and Aqua both recognize the mutual benefit develop of developing alternative sources of potable water in the event of an emergency disrupting the provision of water service to its customers. Both have also recognized for some time the mutual benefit of interconnecting the respective water systems so that in the event of an emergency or water shortage by one party, the other party can provide any water surplus. To that end, staff and legal counsel of both the City and Aqua have developed and agreed upon the attached Agreement that will establish terms and conditions for such an interconnection to occur.

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☐ included ☒ not included in the current-year budget ☐ N/A

RECOMMENDATION:

Adoption of the Resolution and authorization to execute the proposed Emergency

Water Interconnect Agreement between the City and Aqua Water Supply Corporation as presented; and as we or may not be amended by City Council.

ATTACHMENTS:

Resolution
Agreement

- ☐ Staff will be making a detailed presentation on this agenda item at the meeting.
- ☒ Staff will provide brief comments and answer questions on this item at the meeting.
- ☐ This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING
THE MAYOR TO EXECUTE AN EMERGENCY WATER
INTERCONNECT AGREEMENT BETWEEN THE CITY AND AQUA
WATER SUPPLY CORPORATION FOR THE PROVISION OF
POTABLE WATER IN THE EVENT OF AN EMERGENCY AND
MAKING CERTAIN FINDINGS RELATED THERETO**

WHEREAS, the City of Elgin, Texas (the “City”) and Aqua Water Supply Corporation (“Aqua”), a nonprofit water supply corporation, are the owners and operators of public water supply systems as authorized by the Texas Commission on Environmental Quality; and,

WHEREAS, the City and Aqua desire to develop an alternative source of potable water in the event of an emergency disrupting the provision of water service to its customers; and,

WHEREAS, the City and Aqua operate adjacent water systems and it would be to their mutual benefit to interconnect their water systems so that in the event of an emergency or water shortage by one party, the other party can provide any water surplus, subject certain terms and conditions; and,

WHEREAS, the governing bodies of Aqua and Elgin have determined it to be in the public interest to provide such alternate water service to the other in the event of an emergency; and,

WHEREAS, Aqua and Elgin now wish to memorialize the terms and conditions for providing water service in the event of an emergency.

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

Section 1. That the above recitals are true and correct; and the Mayor is authorized to execute the Emergency Water Interconnect Agreement between the City and Aqua Water Supply Corporation to define terms and conditions regarding the provision of potable water in the event of an emergency, a copy of said Agreement being attached hereto and made part of this Resolution as if copied verbatim therein.

Section 2. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 7th day of March, 2017.

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

EMERGENCY WATER INTERCONNECT AGREEMENT BETWEEN THE CITY OF ELGIN, TEXAS AND AQUA WATER SUPPLY CORPORATION

THE STATE OF TEXAS

COUNTY OF BASTROP **§**

This Emergency Water Interconnect Agreement is entered into as of March 31, 2017 (the “Effective Date”), by and between Aqua Water Supply Corporation (“Aqua”), a nonprofit water supply corporation acting pursuant to Chapter 67 of the Texas Water Code, and the City of Elgin, Texas (“Elgin”) a home rule city and body politic of the State of Texas for the purpose of providing an emergency interconnection between the water systems of both Parties (“Parties”).

RECITALS

WHEREAS, Aqua is the holder of retail water Certificate of Convenience and Necessity No. 10294 issued by the Texas Commission on Environmental Quality and the owner and operator of a public water supply system; and

WHEREAS, Elgin is the holder of retail water Certificate of Convenience and Necessity No. 10311 issued by the Texas Commission on Environmental Quality and the owner and operator of a public water supply system; and

WHEREAS, Aqua and Elgin each have and intend to continue operating their respective public water supply systems; and

WHEREAS, the Parties desire to develop an alternative source of potable water in the event of an emergency disrupting one's capability to provide potable water to its customers; and

WHEREAS, the Parties operate adjacent water systems and it would be to the advantage and benefit of the Parties to construct the required facilities to interconnect their water systems so that in the event of an emergency or water shortage by one Party, the other Party can sell any water surplus under and subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the governing bodies of Aqua and Elgin have determined it would serve the public interest for the Parties to provide such alternate water service to the other in the event of an emergency and in accordance with the terms and conditions set forth in the Agreement; and

WHEREAS, Aqua and Elgin are desirous of setting forth in an agreement the terms and conditions for providing water service in the event of an emergency as more particularly defined below.

NOW, THEREFORE, in consideration of the foregoing promises and the mutual agreements, covenants, and conditions hereinafter set forth, Aqua and Elgin agree as follows:

ARTICLE I.
Definitions

As utilized herein, the following terms shall have these meanings:

- A. Water: means potable water meeting applicable requirements of the Texas Commission on Environmental Quality or any successor agency of competent jurisdiction delivered at the normal operating pressure of the Providing Utility.
- B. Emergency: means an act of God or similar unforeseen and unpreventable catastrophic circumstance or disaster, or any other event that renders Aqua or Elgin substantially unable to provide water to its customers to the degree that would threaten the health, safety and welfare of its customers.
- C. Points of Delivery: means the points of interconnection between the Parties' respective water systems as shown on Exhibit "A" at which the Providing Utility can deliver water to the Receiving Utility.
- D. Providing Utility: means Aqua when Aqua is providing emergency water service to Elgin under this Agreement and shall mean Elgin when Elgin is providing emergency water service to Aqua.
- E. Receiving Utility: means Aqua when Aqua is receiving emergency water service from Elgin under this Agreement and shall mean Elgin when Elgin is receiving emergency water service from Aqua.
- F. Appropriate Representative: means the General Manager for Aqua and the City Manager for Elgin.

ARTICLE II.
General Conditions for Provision of Emergency Water Service

- A. Provision of Service During an Emergency. Subject to the terms and conditions stated herein, the Providing Utility Agrees to provide water service required for operation of the water system of the Receiving Utility in the event of an Emergency.
- B. Volume and Demand Limitations. The amount of water delivered to the Receiving Utility and the rate of flow thereof shall not exceed the rated capacity of the water facilities installed for delivery of emergency water service.
- C. Subject to Availability. Subject to the remaining conditions set forth herein, the Providing Utility will provide emergency water service to the Receiving Utility depending on availability of water in excess of that required to service the Providing Utility's customers as determined by the Appropriate Representative of the Providing Utility.

D. Duration of Service. The Providing Utility agrees to provide emergency water service to the Receiving Utility in accordance with this Agreement for the shortest of the following periods:

- (1) the reasonable duration of the Emergency giving rise to the request for emergency service; or
- (2) the reasonable duration needed to repair damage to the Receiving Utility's water system occasioned by the Emergency; or
- (3) the duration of the Providing Utility's ability to provide water service to the Receiving Utility after meeting the requirements of its own customers; or
- (4) thirty-six months.

In the event the Emergency exceeds the shorter of the foregoing periods, the Receiving Utility may make written request to the Appropriate Representative of the Providing Utility to continue or resume emergency water service beyond said period. The Appropriate Representative of the Providing Utility may continue or resume such service for an additional two-week period or such other and further period as the Appropriate Representative of the Providing Utility shall determine appropriate if:

(a) the disability caused by the Emergency has not abated and the Receiving Utility has exercised diligence in attempting to remove such disability; and

(b) the Providing Utility continues to have water available to service the Receiving Utility in excess of that required to service the Providing Utility's own customers.

E. Procedure for Commencement of Service. If, upon the occurrence of an Emergency, the Receiving Utility needs emergency water service from the Providing Utility, the following protocol shall be utilized to confirm the existence of an emergency and to commence Emergency water service to the Receiving Utility:

- (1) The following person(s) are authorized to make requests for emergency water service or to confirm the existence of an Emergency and authorize commencement of emergency water service;

Aqua Water Supply Corporation: The General Manager or designee

The City of Elgin: The City Manager or designee

- (2) the designated contact person of the Receiving Utility shall notify the Providing Utility's dispatcher or designated contact person of the fact and nature of the Emergency and the reason why the Receiving Utility is unable to provide water service to its customers. Such notification, if given verbally, shall be confirmed in writing and addressed to the

Providing Utility's dispatcher or designated contact person within 24 hours of the verbal notification;

(3) the Providing Utility's dispatcher or contact person shall report the foregoing information to the Appropriate Representative of the Providing Utility and obtain confirmation from the general manager that an Emergency exists and for authorization to commence service to the Receiving Utility;

(4) following such confirmation and authorization, the Providing Utility and Receiving Utility will dispatch their crews to open the interconnection between the Providing Utility and the Receiving Utility to commence emergency water service.

(5) the Receiving Utility shall cooperate at all times with the Providing Utility to ensure the safe and efficient delivery of emergency water service.

- F. Ingress and Egress. The Parties agree to ensure the ingress and egress of each Party to the Points of Delivery and interconnection for all reasonable purposes incident to this Agreement including, without limitation, inspection, installation, operation, maintenance, repair or removal of the interconnection and all valves, meters and other equipment utilized therewith.
- G. Discontinuance of Emergency Service. The Receiving Utility shall promptly notify the Appropriate Representative of the Providing Utility or its designated contact person of the completion of repairs to its system or the abatement of the Emergency giving rise to the request for emergency service hereunder and the Providing Utility will then remove the interconnection within a reasonable time of such notice not to exceed twenty-four (24) hours.
- H. Rates. The Receiving Utility agrees to pay the Providing Utility for emergency water service delivered under this Agreement at the initial rate of \$3.50 per 1,000 gallons, with a charge of \$60.00 for each separate time that the interconnection is opened after hours. The initial charge of \$3.50 per 1,000 gallons for water delivered to the Receiving Utility remains in effect until December 31, 2022, after which either Party may adjust the price at any time. Notice of any price change shall be given at least sixty (60) days prior to the same going into effect. In executing this Agreement, the Receiving Utility acknowledges that the Providing Utility's rates are just, reasonable, and nondiscriminatory.
- I. Billing Protocol. The Providing Utility shall bill the Receiving Utility in a monthly itemized bill for water service based on the readings from the master meter at the interconnect point. Should the Receiving Utility request that the metering equipment be calibrated to determine any error in accuracy, the Providing Utility shall pay calibration cost if the inaccuracy is found to be in excess of plus or minus 3%. If inaccuracy is less than 3%, the Receiving Utility shall pay cost of calibration. If either Party is due a refund or entitled to additional payment, the same shall be invoiced by the Party claiming same as above, and failure to pay or refund same shall be subject to the same provisions as are applicable to the usual sale of water as provided above.

- J. Payment. Payment shall be made by the Receiving Utility no later than thirty (30) days following the date of the bill for water consumed by the Receiving Utility in the previous billing cycle. Payments not made within the period provided shall be subject to a service charge of 10%, and if the payment plus service charge is not made to the Providing Utility within the thirty (30) day period immediately following the month water is taken, the interconnection may be disconnected by the Providing Utility at the expense of the Receiving Utility and this Agreement shall be null and void. If suit is required to collect the amount due for the water taken, service charge and/or disconnection expenses, the Receiving Utility shall be liable for the reasonable attorney's fees of the Providing Utility and all court costs incurred.
- K. Receiving Utility Rates. The Receiving Utility may charge its individual water customers such uniform rate(s) as the Receiving Utility shall determine.
- L. Conservation Restrictions. The Receiving Utility agrees to impose on its customers all voluntary and mandatory conservation and use restrictions imposed by the Providing Utility on its customers in such instances provided, however, that the Receiving Utility shall not be required to impose more stringent controls than the Providing Utility imposes on its own customers in such instances.
- M. Water Quality. Each Party shall provide potable water through the interconnection of the same quality provided to its own customers. The Parties shall not be liable for delivering water of a standard less than the potable water standard of the State so long as they are providing the same quality of water provided their own customers. The Parties neither represent nor agree to furnish water at any particular pressure. Any water delivered pursuant to this Agreement shall be measured at the Points of Delivery, being at the meter installed to record the amount of water taken by the Receiving Utility and the proper conveyance and distribution of water taken shall be the sole responsibility of the Receiving Utility.
- N. Water Volume. The Parties neither represent nor agree to provide any particular volume of water at any specific time, and shall not be liable for the refusal or failure to provide water through the interconnection, or for any losses or damages resulting or alleged to be the result of any refusal or failure to provide water through the interconnection. TO THE EXTENT ALLOWED BY LAW, THE RECEIVING UTILITY AGREES TO INDEMNIFY THE PROVIDING UTILITY, ITS SUCCESSORS AND ASSIGNS, AND HOLD IT FREE AND HARMLESS FROM AND AGAINST ANY AND ALL LIENS, CLAIMS, DEBTS, CHARGES, DAMAGES, LOSS, PENALTIES, AND EXPENSES, LIQUIDATED OR UNLIQUIDATED, EXECUTED OR EXECUTORY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ACTUAL OR CONTINGENT, WHETHER OR NOT HEREBY EXPRESSLY LISTED OR DESCRIBED, BUT WHICH MAY BE ASSERTED NEVERTHELESS AGAINST THE PROVIDING UTILITY, ITS SUCCESSORS OR ASSIGNS, RESULTING from the delivery of water upon passing through a Point of Delivery occurring during or in connection with the provision of water to the Receiving Utility.

ARTICLE III.
Requirements for Interconnection

- A. Points of Delivery. Emergency water service provided shall be delivered from the Providing Utility to the Receiving Utility to the Points of Delivery described on Exhibit “A” attached hereto. The location of the Points of Delivery may be modified, at the sole expense of the party requesting the modification, by agreement between the Parties. A Party making request for an additional connection of its facilities to the other’s water system shall accompany each such request with an engineering report and plans prepared by a registered professional engineer which detail the area to be served and include the quantity of water and characteristics of service to be provided to the additional point of delivery.
- B. Nature of Interconnection. A master meter shall be installed at each Point of Delivery between Aqua and Elgin’s System for measuring the flow of water from one system to the other.

ARTICLE IV.
Construction Responsibilities

- A. Construction Responsibilities. Aqua shall construct, at its sole expense, all approach and delivery facilities required for receipt of emergency water service from Elgin hereunder, as well as a meter vault of suitable installation. Elgin shall construct, at its sole expense, all approach and delivery facilities required for receipt of emergency water service from Aqua hereunder as well as a meter vault of suitable installation. Both Parties shall be responsible for obtaining all easements and rights of way necessary for construction of their respective approach and delivery facilities and the meter vault (interconnect area).
- B. Approval of Plans. Prior to commencement of construction of the water facilities, all plans and specifications must be approved in writing by both Aqua and Elgin before actual construction begins.
- B. Inspection. In order to ensure compliance with the standards and specifications set forth herein, each Party shall have the right to inspect, at its expense, all phases of the construction of water facilities required to be constructed by the other Party in order to receive emergency water service hereunder.

ARTICLE V.
Operation and Maintenance Responsibilities

- A. System Operation and Maintenance. The Parties shall be solely responsible for the operation and maintenance of its own water distribution system in its entirety including:
 - (1) those facilities of a party located within its corporate limits or service area used to transport water to or from the Points of Delivery;

- (2) those facilities constructed by a party for the purpose of transporting water to or across the corporate limits or service area of the other; and
- (3) the interconnection facilities constructed by the party.
- B. Maintenance Standard. The Parties agree that operation and maintenance of the facilities used to transport water shall be in accordance with the standards and procedures used by Aqua and Elgin in the operation and maintenance of their other distribution facilities.
- C. Operation and Maintenance of Interconnection. Aqua shall be responsible for the installation, operation, maintenance and security of the interconnection to and the water meter used to serve Elgin. Elgin shall be responsible for the installation, operation, maintenance and security of the interconnection to and the water meter used to serve Aqua.
- D. Protective Measures. Except as specifically provided herein, the Receiving Utility shall be solely responsible for undertaking all measures to protect its system from damage or harm caused by the connection of its system to the other or otherwise from the receipt of emergency water service hereunder.
- E. Routine Maintenance. Both Parties agree that water lines should be flushed frequently to prevent the water from becoming stagnant, and the mechanical/electrical equipment should be exercised. To this end the appropriate water lines will be flushed as needed, as determined by mutual agreement of the Parties, but no less than twice per calendar year and without charge. At the time of these flushings, appropriate testing will be done on the mechanical/electrical equipment. These activities will be scheduled at a time agreeable to both Parties, and personnel from both will conduct the testing on their own equipment.

ARTICLE VI. Remedies

- A. If any Party fails to comply with its obligations in accordance with the notice and opportunity to cure provisions set forth hereunder, the other Party shall have the right to request any court, agency, or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorneys' fees, and for any penalties or fines as a result of the failure to comply with the terms.
- B. If either Party at any time disputes the amount to be paid by it to the other Party, the Party shall nevertheless promptly make the disputed payment or payments, but the disputing Party shall thereafter have the right to seek a determination whether the amount charged by the other Party is in accordance with the terms of this Agreement.
- C. Notwithstanding any provision in this Agreement to the contrary, if either party (referred to herein as the "Defaulting Party") fails to comply with its obligations under this

Agreement or is otherwise in breach or default under this Agreement (collectively, a “Default”) then the other party (referred to herein as the “Non-Defaulting Party”) shall not have any right to invoke any rights or remedies with respect to any Default until and unless: (i) the Non-Defaulting Party delivers to the Defaulting Party a written notice (the “Default Notice”) which specifies all of the particulars of the Default and specifies the actions necessary to cure the Default; and (ii) the Defaulting Party fails to cure, within thirty (30) days after the Defaulting Party’s receipt of the Default Notice, any matters specified in the Default Notice which may be cured solely by the payment of money or the Defaulting Party fails to commence, within a reasonable period of time after receipt of the Default Notice (to be determined according to the nature of the breach or default), the cure of any matters specified in the Default Notice which cannot be cured solely by the payment of money, or fails to thereafter pursue curative action with reasonable diligence to completion.

A R T I C L E VII. General Provisions

- A. Term. This Agreement shall continue in effect until December 31, 2022, with subsequent automatic renewals for a period of one year unless terminated by either party in accordance with Paragraph B below.
- B. Termination. Either party may terminate this Agreement upon ninety (90) days written notice to the other.
- C. No Effect on Customer Contracts. This Agreement shall not affect contracts between a party and its customers.
- D. Cooperation. The parties hereto agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.
- E. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof.
- F. Amendments. Any amendment hereof must be in writing and signed by the authorized representative of each party hereto.
- G. No Amendment of Other Agreements. Unless otherwise expressly stipulated herein, this Agreement is separate from and shall not constitute an amendment or modification of any other agreement between the parties.
- H. No Third Party Beneficiaries. This Agreement shall inure only to the benefit of the parties hereto and third persons not privy hereto shall not, in any form or manner, be considered a third party beneficiary of this Agreement. Each party hereto shall be solely responsible for the fulfillment of its customer contracts or commitments and the Providing Utility shall not be construed to be responsible for same by virtue of this Agreement or any provision contained herein.

I. Applicable Law. This Agreement shall be construed under and in accordance with Texas law.

J. Venue. Venue for any action arising hereunder shall be in Bastrop County, Texas.

K. Effective Date. This Agreement shall be effective from and after the date of due execution hereof by all parties.

CITY OF ELGIN

By: _____

Name: _____

Title: _____

Date: _____

AQUA WATER SUPPLY CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT “A” – POINTS OF DELIVERY





ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A WHOLESALE WATER SERVICE AGREEMENT BETWEEN THE CITY AND AQUA WATER SUPPLY CORPORATION WITH TERMS AND CONDITIONS FOR THE PROVISION OF WHOLESALE WATER SERVICE TO AQUA WATER SUPPLY CORPORATION AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Administration

PROPOSED ACTION:

Affirmation of Council's approval of a Wholesale Agreement between the City and Aqua Water Supply Corporation (WSC)

BACKGROUND:

Aqua WSC is a neighboring potable water service provider whose service area (CCN) is adjacent to the City of Elgin. As with all water providers, the City and Aqua both recognize the mutual benefit develop of developing alternative sources to serve their respective customers. Currently, there is a significant portion of (mostly undeveloped) real property within the city limits that is alos located with Aqua's designated service area. At the present time, limited infrastructure in that area adversely affects Aqua's ability to provide the desired water service at an affordable costs. The City, however, already has certain water infrastructure located in this area that could provide the desired water service to land owners. As such, it is in the mutual interest of both parties to establish a working arrangement whereby Aqua, at its discretion, could access the City's water system/supply to serve these customers. To that end, staff and legal counsel of both the City and Aqua have negotiated and agreed upon the attached Agreement including terms and conditions whereby the City would provide wholesale water service to Aqua WSC to help serve current and future City of Elgin homes and businesses.

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☐ included ☒ not included in the current-year budget ☐ N/A

RECOMMENDATION:

Adoption of the Resolution and authorization to execute the proposed Wholesale Agreement between the City and Aqua WSC

ATTACHMENTS:

Resolution

Agreement

- ☐ Staff will be making a detailed presentation on this agenda item at the meeting.
- ☒ Staff will provide brief comments and answer questions on this item at the meeting.
- ☐ This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING
THE MAYOR TO EXECUTE A WHOLESALE WATER SERVICE
AGREEMENT BETWEEN THE CITY AND AQUA WATER SUPPLY
CORPORATION WITH TERMS AND CONDITIONS FOR THE
PROVISION OF WHOLESALE WATER SERVICE TO AQUA
WATER SUPPLY CORPORATION AND MAKING CERTAIN
FINDINGS RELATED THERETO**

WHEREAS, the City of Elgin, Texas (the “City”) and Aqua Water Supply Corporation (“Aqua”), a nonprofit water supply corporation, are the owners and operators of public water supply systems as authorized by the Texas Commission on Environmental Quality; and,

WHEREAS, Aqua desires to contract with the City for the purchase of Wholesale Service to be provided by Elgin at a mutually agreed upon location; and

WHEREAS, Aqua has other water supplies available and will not be a full-requirements wholesale customer of the City; and

WHEREAS, the City has determined that it has sufficient water supplies available to provide Aqua with Wholesale Service; and

WHEREAS, the City and Aqua wish to enter into an agreement whereby the City will provide Wholesale Service to Aqua at rates that are generally applicable and uniformly applied to similarly situated purchasers.

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

Section 1. That the above recitals are true and correct; and the Mayor is authorized to execute the Wholesale Service Agreement between the City of Elgin and Aqua Water Supply Corporation (WSC), including Terms and Conditions for Wholesale Service, as it relates to the provision of wholesale water service to Aqua WSC, a copy of said Agreement being attached hereto and made part of this Resolution as if copied verbatim therein.

Section 2. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 7th day of March, 2017.

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

WHOLESALE SERVICE AGREEMENT

BETWEEN

CITY OF ELGIN, TEXAS

AND

AQUA WATER SUPPLY CORPORATION

EFFECTIVE APRIL 1,2017

WHOLESALE SERVICE AGREEMENT

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND CONSTRUCTION OF AGREEMENT	5
1.1 Defined Terms.	5
1.2 Rules of Construction.	10
1.3 Recitals.....	11
1.4 Captions.	11
ARTICLE II. PROVISION OF WATER	11
2.1 Agreement to Sell and Purchase.	11
2.2 Quantity of Water to be Delivered.....	12
2.3 Rate of Delivery and Pressure.....	12
2.4 Responsibility of Aqua.	12
2.5 Water Quality.....	13
2.6 Separation of Systems.....	13
ARTICLE III. MAINTENANCE AND CURTAILMENT	13
3.1 Planned Outages.....	13
3.2 Forced Outages.	14
3.3 Curtailment.	14
3.4 Emergency Notification.	15
ARTICLE IV. RATES AND COMPENSATION.....	15
4.1 Rates.....	15
4.2 Books and Records.	15
4.3 Reasonableness of Rates.	15
4.4 Rate Case.	15
ARTICLE V. EQUIPMENT AND OPERATION	16
5.1 Master Meter.....	16
5.2 Access to Master Meter.	16
5.3 Reading of Meter.	16
5.4 Regular Testing of Master Meter.....	16
5.5 Additional Testing of Master Meter.	17
5.6 Maintenance of Master Meter.....	18
ARTICLE VI. POINT OF DELIVERY.....	18
6.1 Location of Point of Delivery.	18
6.2 Relocation of Point of Delivery.	18
ARTICLE VII. OWNERSHIP OF WATER AND FACILITIES	18
7.1 Transfer of Ownership.	18
7.2 No Ownership of Facilities.	19
ARTICLE VIII. BILLING AND PAYMENT.....	19
8.1 Meter Readings.	19
8.2 Breach for Failure to Timely Pay.....	19
8.3 Disputed Bills.....	20
ARTICLE IX. FORCE MAJEURE	20
9.1 Procedure for Calling Force Majeure.	20
9.2 Effects of Force Majeure.	21

9.3	Limitations on Force Majeure.....	22
ARTICLE X. DEFAULT AND TERMINATION		22
10.1	Event of Default.....	22
10.2	Remedies.....	23
10.3	Elgin Right to Suspend or Terminate.....	23
10.4	Termination for Continued or Multiple Force Majeure.....	23
10.5	Effective Date of Termination.	24
ARTICLE XI. DISPUTE RESOLUTION		24
11.1	Attempt to Resolve.	24
11.2	Non-Binding Mediation.	25
11.3	Rates Not Subject to Mediation.	25
11.4	Costs of Mediation.....	25
ARTICLE XII. REPRESENTATIONS, WARRANTIES AND COVENANTS		26
12.1	Elgin Representations and Warranties.....	26
12.2	Aqua Representations and Warranties.....	27
ARTICLE XIII. TERM.....		28
ARTICLE XIV. MISCELLANEOUS		28
14.1	Assignment.	28
14.3	Notices.	29
14.5	Severability.	30
14.6	Entire Agreement.....	30
14.7	Amendments.	30
14.8	Cooperative Drafting.	31
14.9	Counterparts.....	31
14.10	Third Party Beneficiaries.	31
14.11	Deadlines.....	31
SECTION 1.0.....		36
DEFINITIONS.....		36
SECTION 2.0.....		37
WHOLESALE SERVICE RATE SCHEDULE		37
Section 2.01 – Water Rates.....		37
Section 2.02 -- Miscellaneous Fees and Requirements for Service.....		37
SECTION 3.0.....		38
SERVICE RULES AND REGULATIONS.....		38
Section 3.02 -- Billing.....		38
Section 3.03 -- Service Disconnection.....		38
Section 3.04 -- Litigation		39

WHOLESALE SERVICE AGREEMENT

THIS WHOLESALE SERVICE AGREEMENT is made and entered into by and between Aqua Water Supply Corporation (hereinafter called “Aqua”), a non-profit water supply corporation in Bastrop, Caldwell, Williamson, Lee, Fayette, and Travis Counties, Texas, and the City of Elgin, Texas (hereinafter called “Elgin”), a home rule city, body politic of the State of Texas, and retail public utility, holding water Certificate of Convenience and Necessity No. 10311, issued by the Texas Commission on Environmental Quality, or its predecessors or successors in interest, and is effective the ____ day of _____, 20__ (the “Effective Date”).

WITNESSETH:

WHEREAS, Elgin holds retail water Certificate of Convenience and Necessity (“CCN”) No. 10311; and

WHEREAS, Aqua holds retail water Certificate of Convenience and Necessity (“CCN”) No. 10294 which is adjacent to Elgin’s retail water CCN; and

WHEREAS, Aqua desires to contract with Elgin for the purchase of Wholesale Service to be provided by Elgin at a mutually agreed upon location; and

WHEREAS, Aqua has other water supplies available and will not be a full-requirements wholesale customer of Elgin; and

WHEREAS, Elgin’s Terms and Conditions attached as Exhibit A set forth the minimum conditions under which it will agree to provide Wholesale Service; and

WHEREAS, Elgin has determined that it has sufficient water supplies available to provide Aqua with Wholesale Service; and

WHEREAS, Elgin and Aqua wish to enter into an agreement whereby Elgin will provide Wholesale Service to Aqua at rates that are generally applicable and uniformly applied to similarly situated purchasers; and

WHEREAS, the provision of Wholesale Service to Aqua by Elgin will further the public purpose of regionalization of water supplies;

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Elgin agrees to furnish and Aqua agrees to pay for Wholesale Service upon the terms and conditions and for the consideration set forth herein.

ARTICLE I. DEFINITIONS AND CONSTRUCTION OF AGREEMENT

1.1 Defined Terms. Capitalized terms used in this Agreement and in any exhibit or attachment that is made a part of this Agreement, and not otherwise defined herein, shall have the meanings contained in Elgin's Terms and Conditions. The following additional terms shall have the meanings set forth herein:

(a) "Agreement" means this contract or agreement between the Parties, otherwise known as the Wholesale Service Agreement and any written amendments thereto.

(b) "Annual Daily Average" means the total amount of water taken by Aqua in the prior Water Year, divided by 365.

(c) "Business Day" means any Day other than Saturdays, Sundays, and Days on which banks in the Service Area of Elgin are required or permitted to be closed for all or part of their customary hours of operation.

(d) “CCN” means a retail water certificate of convenience and necessity granted by the Texas Commission on Environmental Quality or its predecessor or successor agency under the provisions of the Texas Water Code.

(e) “Claim” means any claim, action, cause of action, suit or proceeding before any Governmental Authority or arbitral tribunal.

(f) “Commencement Date” means the date that Elgin begins providing Wholesale Service to Aqua at the Point of Delivery.

(g) “Day” and “Days” mean and refer to calendar day(s), unless otherwise specified herein.

(h) “Effective Date” means the date set forth above on which this Agreement becomes effective.

(i) “Event of Default” means an event by which a Party is in default of this Agreement.

(j) “Fiscal Year” means Elgin’s fiscal year, which extends from January 1 through December 31 of each year, or such other annual fiscal year period as Elgin may later determine.

(k) “Force Majeure” means, and shall be limited to, any event or circumstance that is beyond the reasonable control of, without the fault or negligence of, and should not, in the exercise of reasonable caution, have been foreseen and avoided or mitigated by, the Party asserting Force Majeure (the “Affected Party”), and which delays or prevents the Affected Party from timely performing any obligation hereunder, including, without limitation: (i) acts of God, earthquakes, fire, storms, severe droughts, floods, lightning, hurricanes, tornadoes, and severe snow storms; (ii) explosions, wars, civil insurrections, acts of the public enemy, acts of civil or military authority, sabotage, and terrorism; (iii) strikes, lockouts or other labor disputes with

respect to which the Affected Party has not been determined by the National Labor Relations Board to have engaged in any unfair labor practices; and (iv) any change in any Requirement of Law or the interpretation thereof by a responsible Governmental Authority that shall in any circumstances impact a Party's ability to perform its obligations of the Agreement; provided, a "Force Majeure" shall not include economic conditions that render a Party's performance of this Agreement unprofitable or otherwise uneconomic, or the inability of a Party to make payment when due under this Agreement, unless the cause of such inability is an event that physically prevents payment and that would otherwise constitute Force Majeure as described above.

(l) "Forced Outage" means a shut-down by Elgin in the operation of all or a portion of Elgin's System, such that no water is delivered to Aqua's Point of Delivery: (i) which shut-down is, in the reasonable opinion of Elgin, necessary or required to protect persons or property (including the System) from contamination or releases that could reasonably result in harm, injury, or material damage; and (ii) with respect to which Elgin has notified Aqua in accordance with Section 3.2.

(m) "Governmental Authority" means and includes any federal, state, local or other governmental body, including but not limited to the Lost Pines Groundwater Conservation District, any governmental or quasi-governmental, regulatory or administrative agency, commission, body, or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power; or any court or other governmental tribunal.

(n) "Loss(es)" means and includes any loss, cost, expense, Claim, demand, damage, fine, liability, obligation or penalty (including court costs and reasonable attorney's fees and expenses).

(o) “Master Meter(s)” means the necessary metering equipment, including a meter house or pit, and any other required devices of standard type, for properly measuring the quantity and delivery rate of water delivered by Elgin to Aqua at the Point of Delivery.

(p) “Maximum Daily Delivery Rate” means the maximum rate at which Elgin is obligated to deliver water to Aqua in one twenty-four (24) hour period.

(q) “Maximum Instantaneous Delivery Rate” means the Maximum Daily Delivery Rate expressed in gallons per minute. For example, a Maximum Daily Delivery Rate of 1 MGD is equivalent to a Maximum Instantaneous Delivery Rate of 694.4 gallons per minute.

(r) “MGD” means millions of gallons per day.

(s) “New Rate Billing Cycle” means the second billing cycle after the New Rate Effective Date.

(t) “Party” or “Parties” means Aqua, Elgin, and their respective successors or assigns.

(u) “Permit” means any permit, order, license, declaration, consent, waiver, approval, registration, or filing with or other requirement of any Governmental Authority.

(v) “Planned Outage” means a shut-down by Elgin in the operations of Elgin’s System, such that no water is delivered to the Point of Delivery: (i) which shut-down is scheduled by Elgin in order to carry out foreseeable preventive, corrective, and other maintenance activities on such System or which may be required by any Governmental Authority; (ii) for which Elgin has notified Aqua in accordance with Section 3.1; (iii) which occurs no more than two (2) times in one (1) calendar year; and (iv) in most instances lasts for no more than seven (7) Days.

(w) “Point of Delivery” means the point designated and approved under this Agreement at which Aqua may withdraw water from Elgin’s System for distribution as more particularly described in Article VI.

(x) “Prevailing Pressure” means the pressure of Elgin’s System at the Point of Delivery. For purposes of this Agreement, Elgin intends to provide a Prevailing Pressure of 70 psi; however, at no time shall the Prevailing Pressure be less than the minimum pressure required under TCEQ regulations.

(y) “Rate” or “Rates” means the price to be paid by Aqua to Elgin for the purchase and delivery of water to Aqua’s Point of Delivery under this Agreement, which Rate shall be based on Elgin’s then current Terms and Conditions.

(z) “Rate Effective Date” means the date on which Elgin adopts new Rates.

(aa) “Requirement of Law” means any statute, ordinance, code, rule or regulation, tariff or policy, and judicial or administrative order, request or judgment, any common law doctrine or theory, any provision or condition of any Permit, or any other binding determination of any Governmental Authority.

(bb) “Service Area” means the area contained within Elgin’s retail water CCN or Aqua’s retail water CCN, as appropriate, as may be amended from time to time.

(cc) “System” means collectively all of Elgin’s production, distribution, and transmission facilities, including, without limitation, wells, ground storage reservoirs, pump stations, elevated storage tanks, water transmission and distribution lines connecting any of the aforementioned facilities, and other properties or interest therein wherever located for the production, distribution, and transmission of water, which heretofore have been acquired or constructed by Elgin, together with all future improvements, enlargements, extensions and

additions to any of the foregoing, and all the future new facilities that are required or constructed by Elgin, and all repairs to, or replacement of, the System.

(dd) “Tariff” means the Water Tariff for Elgin, as approved by Elgin’s City Council, and as may be amended or revised from time to time.

(ee) “TCEQ” or “Commission” means the Texas Commission on Environmental Quality, and its successor agencies.

(ff) “Terms and Conditions” shall mean Elgin’s Terms and Conditions for Wholesale Service outside CCN No. 10311, as adopted by the Elgin City Council, and as may be amended from time to time by Elgin.

(gg) “Water Year” means a calendar Year.

(hh) “Year” and “Years” mean and refer to calendar year(s).

1.2 Rules of Construction.

(a) Unless the context otherwise clearly requires:

(i) references to the plural include the singular, and references to the singular include the plural;

(ii) references to the masculine, feminine or neuter include all such forms;

(iii) the words “include,” “includes,” and “including” do not limit the preceding terms or words and shall be deemed to be followed by the words “without limitation”;

(iv) the terms “hereof,” “herein,” “hereunder,” “hereto,” and similar terms refer to the entire agreement in which they appear and not to any particular provision of such agreement; and

(v) “or” is used in the inclusive sense of “and/or.”

(b) Unless otherwise specified, any reference to any document, instrument or agreement:

(i) includes and incorporates all exhibits, schedules and other attachments thereto;

(ii) includes and incorporates all documents, instruments or agreements issued or executed in connection therewith or in replacement thereof; and

(iii) means such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified or supplemented from time to time in accordance with its terms and in effect at any given time.

(c) Unless otherwise specified, all references to articles, sections, schedules and exhibits are references to the Articles, Sections, Schedules and Exhibits of this Agreement.

1.3 Recitals. All recitals of the Preamble are incorporated and made a part of this Agreement.

1.4 Captions. All titles of sections of this Agreement have been inserted for reference only and shall in no way affect the interpretation of this Agreement.

ARTICLE II. PROVISION OF WATER

2.1 Agreement to Sell and Purchase.

(a) Subject to all the terms and conditions set forth in this Agreement, and Elgin's Terms and Conditions for Wholesale Service, Elgin agrees to sell and the Aqua agrees to buy water on a wholesale basis. The water shall be provided at the Point of Delivery for Aqua's own use and for distribution to customers served by Aqua's water distribution system within Aqua's certificated Service Area.

(b) All sales of water from Elgin to Aqua under this Agreement are subject to the approval of any permits or any other regulatory approvals that must be obtained from the Lost Pines Groundwater Conservation District. .

(c) Aqua shall have sole ability to open the valve that controls the amount of water Aqua will purchase from Elgin. Aqua shall provide one (1) day notice to Elgin of its intention to open the valve that controls the amount of water Aqua is purchasing from Elgin.

2.2 Quantity of Water to be Delivered. The Maximum Daily Delivery Rate of water to be treated and delivered under this Agreement in any Water Year shall be 0.75 MGD.

2.3 Rate of Delivery and Pressure.

(a) Elgin shall deliver water to the Point of Delivery at the Maximum Daily Delivery Rate. Elgin may install devices to insure compliance with this section, and may restrict deliveries to Aqua to the Maximum Instantaneous Delivery Rate.

(b) Water will be furnished at the Prevailing Pressure of Elgin's System at the Point of Delivery. Emergency failure of pressure or supply shall excuse Elgin from this provision for such reasonable period of time as may be necessary to restore service.

(c) Elgin's responsibility and liability for the water being delivered to Aqua shall cease after said water passes through the Master Meter at the Point of Delivery and enters Aqua's system.

(d) Elgin is under no obligation to increase the capacity of its System to satisfy any of the provisions of the Agreement, except as otherwise expressly stated herein.

2.4 Responsibility of Aqua. Aqua is solely responsible for meeting its minimum production, storage, service pump, and pressure maintenance requirements, and any other requirements imposed on Aqua under Title 30 Texas Administrative Code, Chapters 290 and

291, and any other regulatory requirements. Elgin shall bear no such responsibility to Aqua or any of Aqua's customers.

2.5 Water Quality.

(a) The quality of Water to be supplied and delivered by Elgin at the Point of Delivery shall meet the quality criteria prescribed by federal or state law for public water supply and specifically satisfy the TCEQ Drinking Water Standards Governing Drinking Water Quality and Reporting Requirements for Public Water Systems, 30 Tex. Admin. Code Chapter 290, Subchapter F, as currently in effect or as may be amended or superseded from time to time. The water that Elgin delivers to Aqua shall be of the same quality of water that Elgin delivers to its retail members. Aqua has satisfied itself that such water meets TCEQ standards.

(b) Elgin shall protect its system from cross-connection and contamination under the specifications required by the health standards of the State of Texas.

2.6 Separation of Systems. An approved device to prevent flow reversal shall always be maintained between Elgin's System and Aqua's system at the Point of Delivery.

ARTICLE III. MAINTENANCE AND CURTAILMENT

3.1 Planned Outages. By December 1 of any Calendar Year during the term, Elgin shall provide notice to Aqua of the number and duration of any Planned Outages to be conducted by Elgin during the following Calendar Year that may affect delivery of water to Aqua. Provided, however, that Elgin shall not schedule more than two (2) such Planned Outages in any given Calendar Year. To the extent reasonably possible, Elgin shall coordinate the timing of any Planned Outage with Aqua and shall cooperate with Aqua to minimize the impact of any Planned Outage on the operation and maintenance of Aqua's system.

3.2 Forced Outages. When a Forced Outage occurs, curtailing the flow of water to the Point of Delivery, Elgin shall notify Aqua of the existence, nature, and expected duration of the Forced Outage as soon as practical. Elgin shall use its best efforts to ensure that any interruption in the delivery of water to the Point of Delivery due to a Forced Outage shall continue only for so long as reasonably necessary. Elgin shall immediately inform Aqua of any changes in the nature and expected duration of such Forced Outage.

3.3 Curtailment.

(a) If water supplies or services are curtailed to Elgin's retail members, or if water conservation measures are mandated by a Governmental Authority, Elgin shall impose a like curtailment on deliveries or water conservation measures on Aqua as provided in Texas Water Code § 11.039. The curtailment Elgin imposes on Aqua shall be equal in duration to the curtailment imposed on Elgin's retail members.

(b) Elgin will notify Aqua of the quantity by which Aqua will reduce its daily take from Elgin, as well as the duration of the requirement that the take be reduced. Aqua shall cooperate by imposing conservation measures upon its customers.

(c) The reduction to Aqua's daily take under this Section shall be calculated as follows: (i) determine the total volume of water taken by Aqua in the same month of the previous calendar year; (ii) divide this monthly volume by the number of days in the month to arrive at an average take per day of that month; (iii) apply the reduction percentage to the average take per day of that month. For example, if it becomes necessary for Elgin to impose a 5% reduction in Aqua's daily take starting on August 15, 2015, Elgin will determine, based on meter data, the amount of water purchased by Aqua in August 2014, and divide that number by thirty-one (31) (the number of days in August). The product of that calculation times 5% will be the amount, in gallons, that Aqua must reduce its daily take until further notice from Elgin.

3.4 Emergency Notification. Elgin shall notify Aqua as promptly as possible of all emergency and other conditions of which it becomes aware that may directly or indirectly affect the quality or quantity of the water provided by Elgin, and to provide Aqua a copy, upon receipt, of all notices received from state or federal agencies or departments having jurisdiction over the installation and operation of public water systems.

ARTICLE IV. RATES AND COMPENSATION

4.1 Rates. The Rate for Wholesale Service under this Agreement shall be as provided in Elgin's Terms and Conditions.

4.2 Books and Records. All books and records upon which such Rate adjustment is based shall be made available to Aqua at the office of Elgin during the regular business hours of Elgin, upon request by Aqua.

4.3 Reasonableness of Rates. Aqua agrees that the Rates initially charged by Elgin and the policies defined in this Agreement are just and reasonable, and do not adversely affect the public interest. The Rates charged by Elgin are subject to modification as provided herein. Notwithstanding any provision to the contrary, Aqua does not waive the right to file and pursue an appeal of any increase in Rates proposed or adopted by Elgin that is not in conformance with the terms of this Agreement.

4.4 Rate Case. If a court, the TCEQ, or any federal or state regulatory authority finds that Elgin's Rates or policies for services provided under this Agreement are unreasonable or otherwise unenforceable, Elgin has the option to terminate this Agreement without liability to Aqua, but Elgin shall provide Aqua at least six (6) months' notice prior to such termination.

**ARTICLE V.
EQUIPMENT AND OPERATION**

5.1 Master Meter. Elgin shall furnish and install, or caused to be furnished and installed, operate, and maintain a Master Meter at the Point of Delivery in compliance with Elgin’s current specifications and standards. The Master Meter shall remain the property of Elgin at all times. The amount of water delivered by Elgin through the Point of Delivery to Aqua shall be determined based upon the data collected at the Master Meter at such location. At Aqua’s sole expense and insofar as it does not have any adverse effect on Elgin’s Automated Meter Reading (ARM) System, Aqua may install and maintain, and be responsible for all costs of acquisition, installation, maintenance, and operation of, a Supervisory Control and Data Acquisition (“SCADA”) system at the Master Meter to enable the Master Meter to communicate with Aqua’s System.

5.2 Access to Master Meter. With the Master Meter located on property owned by Aqua, Elgin shall have access to the Master Meter at all times and Aqua shall ensure that such access occurs, including areas of restricted access. At no time shall Aqua be permitted to tamper with, alter, or otherwise adjust any meter or appurtenances at the Point of Delivery or any other component of Elgin’s System without the prior written consent of Elgin.

5.3 Reading of Meter. On a monthly basis, Elgin shall be responsible for reading the meter at the Point of Delivery and submitting an invoice to Aqua for the quantity of water provided. Elgin shall keep accurate records of all measurements of water required under this Agreement. Upon reasonable request and notice, Aqua or its agents may have access to the records maintained by Elgin of meter readings associated with the Point of Delivery.

5.4 Regular Testing of Master Meter. It shall be the duty of each of the Parties to notify the other Party in the event that the Master Meter is not registering accurately or is

malfunctioning, so that the meter can be promptly repaired. Elgin shall test the Master Meter for accuracy at least once each twelve (12) month period, and more often as deemed necessary by Elgin to ensure its accuracy. Elgin shall provide Aqua with five (5) Days' notice of its intent to perform the annual test of the Master Meter, and Aqua shall have the right to be present when such testing is conducted. In the event the percentage of accuracy of the Master Meter is found to be within the tolerance of one and one-half percent (1.5%) after any test, such Master Meter shall be deemed to have correctly measured the quantity of water taken under this Agreement. If, however, upon any test of the percentage of accuracy tolerance, such tolerance is found to be in excess of one and one-half percent (1.5%), then such Master Meter shall be adjusted at once to register correctly and accurately, and the amount of water delivered to Aqua shall be corrected in accordance with the percentage of inaccuracies found by such test for a period extending back to the time when such inaccuracy began, if such time is ascertainable. If such time is not ascertainable, then the correction shall account for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months.

5.5 Additional Testing of Master Meter. Aqua shall have the right to request Elgin to test the Master Meter more frequently than once per Year as contemplated by Section 5.4 herein, but no more frequently than once a month. Upon any such request, Elgin agrees to perform its testing and calibration of the Master Meter in the presence of a representative of Aqua, and the Parties shall jointly observe any adjustments that are made to the Master Meter in case any adjustments shall be necessary. For such additional testing requests, Elgin shall give Aqua forty-eight (48) hours' notice of the time when any such testing shall occur. Elgin may proceed with such testing and adjustment, if necessary, in the absence of any representative of Aqua. Aqua

shall pay the cost of any additional test for a Master Meter if the test shows that such Master Meter is accurate [within one and one-half percent (1.5%) registration], but Elgin shall pay the costs of the additional test for such if the results indicate that such Master Meter is not accurate [in excess of one and one-half percent (1.5%) registration].

5.6 Maintenance of Master Meter. Except as provided in Section 5.5 above, all maintenance, testing and/or repairs or replacement of the Master Meter and related appurtenances at the Point of Delivery shall be made by Elgin. Elgin shall provide repairs to the Master Meter in a prompt and timely manner. If Elgin cannot make such repairs in a timely manner, then Aqua shall have the option of making such repairs at its own expense, subject to the prior approval and post-inspection of the repairs by Elgin.

ARTICLE VI. POINT OF DELIVERY

6.1 Location of Point of Delivery. The Point of Delivery for water delivered and taken under this Agreement is located as described in Exhibit B hereto.

6.2 Relocation of Point of Delivery. The Parties may agree in writing to relocate the Point of Delivery or to add additional Points of Delivery as necessary.

ARTICLE VII. OWNERSHIP OF WATER AND FACILITIES

7.1 Transfer of Ownership. As between the Parties, Elgin shall be: (1) deemed to have exclusive care, custody, and control for all water up to the Point of Delivery; and (2) responsible for all Losses required to deliver water to the Point of Delivery. Aqua shall be: (1) deemed to

take exclusive care, custody, and control of all water from and after the Point of Delivery; and
(2) responsible for all Losses associated with all water from and after the Point of Delivery.

7.2 No Ownership of Facilities.

(a) Aqua obtains no ownership, leasing, or management interest in any of Elgin's System by or through this Agreement or payment of any Rate set forth herein.

(b) Elgin obtains no ownership, leasing, or management interest in any of Aqua's System by or through this Agreement or provision of water service set forth herein.

(c) Aqua shall be responsible for maintenance and repairs on all facilities located downstream of the Point of Delivery. Aqua will use all reasonable efforts to prevent waste through line leakages or breaks.

**ARTICLE VIII.
BILLING AND PAYMENT**

8.1 Meter Readings.

(a) Elgin shall send a bill to Aqua once per month setting forth the quantity of water delivered to Aqua as determined by Elgin's periodic readings of the Master Meter installed at the Point of Delivery. Aqua shall pay the total amount owed to Elgin by the due date on each bill. Penalties for late payment shall be imposed according to the provisions of Elgin's Terms and Conditions.

(b) Elgin shall also invoice Aqua for additional charges, if any, as provided in this Agreement. These invoices shall be due and payable by Aqua within thirty (30) Days after receipt.

8.2 Breach for Failure to Timely Pay. Should Aqua fail to tender payment to Elgin by the due date, the bill shall be considered delinquent, unless contested in good faith as provided herein. In such event, Elgin shall notify Aqua of such delinquency in writing. If Aqua fails to

make payment of the delinquent billing within thirty (30) Days from the due date, then Elgin may, at its discretion, temporarily terminate service to Aqua until payment is made. If such delinquency is not cured within thirty (30) Days after temporary termination of service, Aqua will be in breach of a material term and/or condition of this Agreement and Elgin may terminate this Agreement as provided herein.

8.3 Disputed Bills. If Aqua in good faith disputes the amount of the bill, Aqua shall submit such dispute in writing to Elgin no later than thirty (30) Days after receipt of the invoice, and shall timely make the disputed payment or payments. If it is subsequently determined by agreement or court decision that the disputed amount paid by Aqua should have been less, or more, Elgin shall promptly revise the monthly invoice amount in a manner that Aqua or Elgin will recover the amount due plus interest, with interest being calculated at an annual rate of five percent (5%).

ARTICLE IX. FORCE MAJEURE

9.1 Procedure for Calling Force Majeure.

(a) Notice of Force Majeure. The Affected Party shall give prompt notice to the other Party of any event or circumstance of Force Majeure as soon as reasonably practicable after becoming aware of such event or circumstance. Each notice served by an Affected Party to the other Party pursuant to this Subsection 9.1(a) shall specify the event or circumstance of Force Majeure in respect of which the Affected Party is claiming relief. Noncompliance by the Affected Party with the procedure specified in this Subsection 9.1(a) shall relieve the other Party from accepting the Affected Party's claim of Force Majeure until the Affected Party so complies,

and the Affected Party shall not be excused from performance of any obligation under this Agreement until it so complies.

(b) Obligations During Pendency of Force Majeure. The Affected Party shall, by reason of any event or circumstance of Force Majeure in respect of which it has claimed relief under Subsection 9.1(a):

(i) use its best efforts to mitigate the effects of such Force Majeure and to remedy any inability to perform its obligations hereunder due to such event or circumstance as promptly as reasonably practicable;

(ii) furnish timely reports to the other Party regarding the progress in overcoming the adverse effects of such event or circumstance of Force Majeure; and

(iii) resume the performance of its obligations under this Agreement as soon as is reasonably practicable after the event or circumstance of Force Majeure is remedied or such event or circumstance, or the effect thereof on the Affected Party, ceases to exist.

(c) Resumption of Performance. When the Affected Party is able, or would have been able if it had complied with its obligations under this Article IX, to resume the performance of any or all of its obligations under this Agreement affected by the occurrence of an event or circumstance of Force Majeure, then the period of Force Majeure relating to such event or circumstance shall be deemed to have ended.

9.2 Effects of Force Majeure.

(a) Relief From Obligation of Performance. Provided it has complied with its obligations under Section 9.1, the Affected Party shall be relieved from any liability for the non-performance of its obligations under this Agreement where and to the extent that such non-performance is attributable directly to the event or circumstance of Force Majeure asserted.

(b) **Relief From Obligation of Counterperformance.** The non-Affected Party shall not be required to perform or resume performance of its obligations to the Affected Party corresponding to the obligations of the Affected Party excused by reason of Force Majeure.

9.3 Limitations on Force Majeure.

(a) **Scope and Duration.** No event or circumstance of Force Majeure shall relieve the Affected Party of any obligation that accrued prior to the commencement of such event or circumstance of Force Majeure, and the suspension of the Affected Party's performance shall be no longer in duration and no greater scope than is required by the event or circumstance of Force Majeure.

(b) **No Extension of Term.** Except as agreed by the Parties, no suspension, delay or failure of performance caused by a Force Majeure event shall extend this Agreement beyond the Term.

ARTICLE X. DEFAULT AND TERMINATION

10.1 Event of Default. It shall be an Event of Default by either Party if such Party shall breach any material covenant, obligation, representation, or warranty of such Party under this Agreement, which breach remains uncured for a period of thirty (30) Days after written notice from the non-breaching Party of the existence of such breach; provided, that the non-breaching Party shall extend the cure period for any such breach (and thus no Event of Default shall occur) if the nature of the default is such that it cannot reasonably be remedied within such thirty (30) Day period, and the breaching Party has diligently commenced corrective action within such thirty (30) Day period and is diligently pursuing such correction thereafter.

10.2 Remedies. If an Event of Default has occurred and is continuing, the non-defaulting Party shall be entitled to the following remedies, which shall be cumulative:

- (i) injunctive relief;
- (ii) specific performance;
- (iii) the right to cure the other Party's default;
- (iv) suspension of delivery of water hereunder;
- (v) termination of this Agreement;
- (vi) any of the remedies afforded in this Agreement; and
- (vii) any other remedies permitted at law or in equity, including damages.

Provided, that Elgin shall not be responsible in damages for any failure to supply water or for any interruption of the supply of water under this Agreement.

10.3 Elgin Right to Suspend or Terminate. Elgin shall have the right, for any reason or no reason, for its sole convenience and without cause, to terminate or suspend, in whole or in part, Elgin's performance of any of its duties or obligations under this Agreement, upon sixty (60) Days prior written notice to Aqua.

10.4 Termination for Continued or Multiple Force Majeure. Either Party shall have the right (but not the obligation) to terminate this Agreement upon seven (7) Days prior written notice to the other Party in the event the suspension of any material obligation of the Affected Party resulting from one or more events of Force Majeure continues for a period of more than three (3) consecutive months or for a period of more than three (3) months in the aggregate during a one (1) year period; provided that the Affected Party shall only be entitled to terminate this Agreement under this Section 10.4 if it has met its obligations under Section 9.1 (Procedures for Calling Force Majeure). The non-affected Party may, but shall not be obligated to, extend

either such period for such additional period as it deems appropriate, if the Affected Party is exercising due diligence in its efforts to cure the Force Majeure event.

10.5 Effective Date of Termination. Upon receipt of any notice of termination delivered pursuant to this Article X, this Agreement shall terminate, effective immediately, and will be of no further force or effect, except with respect to: (i) rights and obligations of the Parties arising during or relating to any period prior to termination, including, in the case of termination for any Event of Default, all of the damages incurred by the non-defaulting Party in connection with such Event of Default, which shall include but not be limited to, Elgin's stranded investment incurred in anticipation of providing the services to Aqua throughout the term of this Agreement; and (ii) the covenants and obligations of the Parties set forth in this Agreement intended to survive the expiration or termination of this Agreement, which shall survive the expiration or earlier termination of this Agreement as expressly provided in this Agreement, or if no express survival period is provided for, then until such obligations have been satisfied, or, if later, pursuant to any applicable statute of limitations.

ARTICLE XI. DISPUTE RESOLUTION

11.1 Attempt to Resolve. The Parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this Agreement, the Parties will first attempt to resolve the dispute by taking the following steps:

- (i) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied Party to the other Party, which notice shall request a written response to be delivered to the dissatisfied Party not less than 5 (five) Days after receipt of the notice of dispute.

(ii) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied Party, the dissatisfied Party shall give notice to that effect to the other Party whereupon each Party shall appoint a person having authority over the activities of the respective Parties who shall promptly meet, in person, in an effort to resolve the dispute.

(iii) If those persons cannot or do not resolve the dispute, then the Parties shall each appoint a person from the highest tier of managerial responsibility within each respective Party, who shall then promptly meet, in person, in an effort to resolve the dispute.

11.2 Non-Binding Mediation. In the event the measures provided for in Section 11.1 are not successful in resolving the dispute, Elgin and Aqua may, by mutual agreement of the Parties, enter into non-binding mediation in an attempt to resolve the dispute prior to commencing litigation. If so, Elgin and Aqua shall then mutually select an impartial individual to serve as mediator. In the event the Parties are unable to agree on an individual to serve as the mediator, either Party may apply to a District Judge for Bastrop County who shall be empowered to designate an individual to serve as the mediator.

11.3 Rates Not Subject to Mediation. Notwithstanding Sections 11.1 and 11.2, and in accordance with Sections 4.5 and 4.6, neither the Rates to be paid hereunder, nor the provisions for payments of said Rates, shall be subject to mediation or appeal.

11.4 Costs of Mediation. Each Party shall bear its own costs and expenses associated with any mediation or appeal of any provision of this Agreement.

ARTICLE XII.
REPRESENTATIONS, WARRANTIES AND COVENANTS

12.1 Elgin Representations and Warranties. Elgin hereby represents and warrants to Aqua, as of the date hereof, as follows:

(i) Elgin has all requisite power and authority to enter into and to perform its obligations hereunder, and to carry out the terms hereof and the transactions contemplated hereby.

(ii) This Agreement has been duly executed and delivered on behalf of Elgin by the appropriate officials of Elgin, and constitutes the legal, valid and binding obligation of Elgin, enforceable against Elgin in accordance with its terms except as the enforceability thereof may be limited by: (i) bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting the enforcement of creditors' rights generally; and (ii) general equitable principles.

(iii) The execution, delivery and performance of this Agreement by Elgin have been duly authorized under the bylaws and all other applicable Requirements of Law of Elgin and will not contravene any provision of or constitute a default under any other agreement or instrument to which Elgin is a party or by which Elgin or its property may be bound, and do not conflict with any Requirement of Law currently in force and applicable to Elgin.

(iv) There is no legislation, litigation, action, suit, proceeding, or investigation pending or (to the best of Elgin's knowledge) threatened, against Elgin, whether related to the operation of any facility that will supply water under this Agreement, or otherwise, before or by any Governmental Authority which, if adversely determined, individually or in the aggregate: (A) could adversely affect the performance by Elgin of its obligations

hereunder; (B) could have a material adverse effect on the condition (financial or otherwise), business or operations of Elgin; or (C) questions the validity, binding effect or enforceability thereof or of this Agreement, any action taken or to be taken pursuant hereto or any of the transactions contemplated hereby.

12.2 Aqua Representations and Warranties. Aqua represents and warrants to Elgin, as of the date of this Agreement, as follows:

(i) Aqua is a retail public utility holding a CCN, and has all requisite power and authority to enter into and to perform its obligations hereunder, and to carry out the terms hereof and the transactions contemplated hereby.

(ii) This Agreement has been duly executed and delivered on behalf of Aqua, and constitutes the legal, valid and binding obligation of Aqua, enforceable against Aqua in accordance with its terms except as the enforceability thereof may be limited by: (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally; and (ii) general equitable principles.

(iii) There is no legislation, litigation, action, suit, proceeding or investigation pending or (to the best of Aqua's knowledge) threatened, against Aqua or related to Aqua's activities by any court, administrative agency, arbitrator or governmental authority, body or agency which, if adversely determined, individually or in the aggregate: (A) could adversely affect the performance by Aqua of its obligations hereunder; (B) could have a material adverse effect on the condition (financial or otherwise), business or operations of Aqua; or (C) questions the validity, binding effect or enforceability thereof or of this Agreement, any action taken or to be taken pursuant hereto or any of the transactions contemplated hereby.

(iv) No officer or employee of Elgin has been or will be compensated in any manner with respect to directly or indirectly bringing the Parties together, agreement negotiations, or the entering into this Agreement. In no event will Aqua pay a fee to or in any other manner compensate any of Elgin's elected officials or employees in connection with the acceptance of this Agreement. A breach of this Subsection 13.2(iv) shall result in automatic and immediate termination of this Agreement and shall be an Event of Default.

ARTICLE XIII. TERM

This Agreement shall be effective as of the date first written above and shall remain in force and effect for a period of three (3) years from the Effective Date hereof. However, this Agreement may be terminated by either Party in accordance with Article X of this Agreement. As provided in Article X, earlier termination by Aqua shall render Aqua liable in damages for repayment of Elgin's stranded investment incurred in anticipation of providing services to Aqua throughout the term of this Agreement. Aqua agrees that Elgin has no obligation to provide it with water after the termination of this Agreement.

ARTICLE XIV. MISCELLANEOUS

14.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their legal successors but the Agreement shall not be otherwise assignable in whole or in part by either Elgin or Aqua without first obtaining the written consent of the other.

14.2 Governing Law and Venue.

The Constitution and the laws of the State of Texas and the decisions of its courts shall govern with respect to any question or controversy that may arise hereunder. All amounts due

under this Agreement, including but not limited to payments due under this Agreement or damages for breach of this Agreement, shall be paid and be due in Bastrop County, Texas, which is the county in which the principal administrative offices of Elgin are located. It is specifically agreed that Bastrop County, Texas, is a principal place of performance of this Agreement. Venue for any actions arising under this Agreement shall lie exclusively in the courts of Bastrop County, Texas.

14.3 Notices. Unless the context requires immediate notice, which may be provided by telephone, any notice, request or other communication required by this Agreement between the Parties regarding the Agreement shall be given in writing and shall be deemed to have been given to the other Party upon either of the following dates:

(i) The date of the mailing thereof, as shown by a post office receipt, if mailed to the Party by registered or certified mail at the latest address specified for such other Party in writing; or

(ii) The date of the receipt thereof by such other Party if not so mailed by registered or certified mail. Notice shall be made to Elgin as follows:

City Manager, City of Elgin, P.O. Box 591, 310 North Main Street, Elgin, Texas, 78621

Notice to Aqua shall be made as provided on Exhibit C hereto.

(iii) The Parties shall have the right from time to time to change their respective addresses by giving written notice to the other Party.

14.4 No Waiver of Rights.

(a) No waiver by either Party of any default or defaults by the other Party in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults whether of a like or different character or shall be

effective unless in writing, duly executed by a duly authorized representative of the Party waiving any such default.

(b) Neither the failure by a Party to insist on any occasion upon the strict performance of the terms, conditions, and provisions of this Agreement, nor time or other indulgence granted by one Party to the other, shall act as a waiver of such breach.

14.5 Severability. In case any one or more of the Articles, Sections, provisions, clauses or words of this Agreement shall for any reason be held to be invalid, unenforceable or unconstitutional, such invalidity, unenforceability or unconstitutionality shall not affect any other Articles, Sections, provisions, clauses or words of this Agreement, and it is intended that this Agreement shall be severable and shall be construed and applied as if such invalid or unconstitutional Article, Section, provision, clause or word had not been included herein.

14.6 Entire Agreement. This Agreement contains all of the agreements between the Parties on the subjects contained herein. As of the Effective Date of this Agreement, this Agreement shall replace any and all prior agreements between the Parties, both oral and written, with regard to the subject matter.

14.7 Amendments. This Agreement may be changed or modified at any time by a written instrument signed by both Parties and only after having obtained approval from the governing bodies of Elgin and Aqua. No change or modification shall be made to this Agreement that will affect adversely the prompt payment, when due, of all monies to be paid by Aqua under the terms of the contract or that will adversely affect the tax-exempt status of any tax-exempt obligations issued by Elgin or Aqua. The foregoing notwithstanding, the Parties hereto agree to use their best efforts to modify this Agreement if the Internal Revenue Service determines that a

failure to do so would adversely affect the tax-exempt status of any outstanding tax-exempt obligations issued by Elgin or Aqua.

14.8 Cooperative Drafting. This Agreement is the product of a cooperative drafting effort by the Parties and shall not be construed or interpreted against either Party solely on the basis that one Party or its attorney drafted this Agreement or any portion of it.

14.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Parties may execute this Agreement and all other agreements, certificates, instruments and other documents contemplated by this Agreement and exchange the counterparts of such documents by means of facsimile transmission, and the Parties agree that the receipt of such executed counterparts shall be binding on such Parties and shall be construed as originals. Thereafter, the Parties shall promptly exchange original versions of this Agreement and all other agreements, certificates, instruments and other documents contemplated by this Agreement that were executed and exchanged by facsimile transmission.

14.10 Third Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to confer upon, or to give to, any legal Person other than the parties, any right, remedy, or Claim under or by reason of this Agreement. Any covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties. Nothing in this Agreement is intended to interfere with any agreement of any Party with a third party.

14.11 Deadlines. To the extent that the date for any payment or notice due hereunder by either Party shall fall on a Day that is not a Business Day, such deadline for payment or notice, as the case may be, shall be automatically extended to the next following Business Day.

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below.

AQUA

ELGIN

By: _____
_____,

By: _____
_____,

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Secretary, Board of Directors

By: _____
Secretary

Date: _____

Date: _____

EXHIBITS

Exhibit A – Elgin’s Terms and Conditions for Wholesale Service

Exhibit B – Point(s) of Delivery

Exhibit C – Name and Address for Notice to Aqua

EXHIBIT “A”

Elgin’s Terms and Conditions for Wholesale Service

**CITY OF ELGIN
TERMS AND CONDITIONS FOR WHOLESALE
SERVICE**

SECTION 1.0
DEFINITIONS

“Aqua” means Aqua Water Supply Corporation as represented by its Board of Directors.

“Aqua’s Engineer” means a person or firm licensed by the State of Texas and engaged by Aqua to provide engineering consulting services to Aqua.

“Aqua’s System” means collectively all of Aqua’s production, distribution, and transmission facilities, including, without limitation, wells, ground storage reservoirs, pump stations, elevated storage tanks, water transmission and distribution lines connecting any of the aforementioned facilities, and other properties or interest therein wherever located for the production, distribution, and transmission of water.

“Capacity Charge” means the cost to have water service available under a Wholesale Service Agreement.

“Commodity Replacement Charge” means the charge assessed under a Wholesale Service Agreement for the purpose of replacing the water supply contracted for sale to Aqua

“Cost of Construction” means all expenses associated with constructing, installing and placing a facility into operation including, but not limited to, planning, engineering, clearing, surveying, legal, land acquisition, acquisition of rights-of-way, the construction contract, and the like.

“Elgin” means the City of Elgin, Texas.

“Elgin’s Engineer” means a person or firm licensed by the State of Texas and engaged by the City of Elgin to provide engineering consulting services to Elgin.

“Elgin’s System” means collectively all of Elgin’s production, distribution, and transmission facilities, including, without limitation, wells, ground storage reservoirs, pump stations, elevated storage tanks, water transmission and distribution lines connecting any of the aforementioned facilities, and other properties or interest therein wherever located for the production, distribution, and transmission of water.

“Feasibility Study” means the report prepared by Elgin’s Engineer to determine whether Elgin has adequate water supply and delivery capacity to supply the requested Wholesale Service for the standard contract period, and to identify the point on Aqua’s System of the nearest available adequate supply.

“Maximum Daily Delivery Rate” means the maximum rate at which Elgin will deliver water to Aqua under a Wholesale Service Agreement in one twenty-four (24) hour period.

“Monthly Customer Charge” means the cost to have water available at a meter.

“Service Area” means that area to which Elgin may lawfully provide water service, whether within or outside the area described by the Certificate of Convenience and Necessity held by Elgin.

“Usage Charge” means the charge billed for water delivered through a metered point of delivery.

“Wholesale Service” means wholesale water service provided to a retail public utility, as defined by the Texas Water code, located outside of Elgin’s service area. Water provided under Wholesale Service shall be partial requirements only, pursuant to a Wholesale Service Agreement between Elgin and Aqua. Such water shall be submetered for resale by Aqua within Aqua’s service area. Elgin will not be a retail service provider to Aqua’s customers.

SECTION 2.0 WHOLESALE SERVICE RATE SCHEDULE

Section 2.01 – Water Rates

The monthly charge for Wholesale Service shall be the sum of the Monthly Wholesale Charge and the Usage Charge.

The Monthly Wholesale Charge is a fixed charge assessed against the contractual Maximum Daily Delivery Rate (0.75 MGD) in the amount of \$3,000.00. Such amount shall be payable in advance on a monthly basis.

The Usage Charge is applicable to all water actually delivered to Aqua by Elgin pursuant to the Wholesale Service Agreement in the amount of \$3.15 per 1,000 gallons delivered.

The Monthly Wholesale Charge and Usage Charge may be changed by Elgin from time to time and Elgin will give Aqua thirty (30) days written notice of any such change.

Section 2.02 -- Miscellaneous Fees and Requirements for Service

a. Reconnection Fees
Base Reconnection Fee

\$60.00

Past Due Balance

As applicable

If disconnected for non-payment, the above Reconnection Fee must be paid before service can be restored to Aqua. A Base Fee of \$60.00 shall be charged for all reconnections.

b. Late Charge

A 10% penalty will be added for payment received after the 10th day of the month. Failure to pay by the 10th, may require disconnection. The penalty on delinquent bills may not be applied to any balance to which the penalty was applied in a previous billing.

c. Returned Check Charge

\$ 35.00

SECTION 3.0 SERVICE RULES AND REGULATIONS

Section 3.01 – Application for Wholesale Service

Wholesale Service is provided pursuant to a Wholesale Service Agreement, after (i) receipt of an application for Wholesale Service, and (ii) a determination is made by Elgin that Wholesale Service is available to Aqua. Service will be provided by Elgin in its sole determination, taking into consideration the proposed place of use of the water, the furtherance of the goals of regionalization, the optimal use of Elgin’s infrastructure, and other policies and guidelines adopted by Elgin from time to time.

Aqua will meet the following minimum qualifications for Wholesale Service including, but not limited to:

1. Aqua is a retail public utility as defined by the Texas Water Code that holds a valid Certificate of Convenience and Necessity (“CCN”) for the provision of retail water utility service issued by the Texas Commission on Environmental Quality, its predecessors or successors.
2. Aqua’s service area is adjacent to the CCN held by Elgin.
3. Aqua has other water supplies available and will not be a full-requirements wholesale customer of Elgin.

Section 3.02 -- Billing

Water bills shall be rendered monthly unless service is terminated before the end of a billing cycle.

Payment is considered late if not received at Elgin’s office or postal address by the 10th of the month. A 10% penalty will be added for payment received after the 10th day of the month. Failure to pay by the 10th may result in disconnection.

Section 3.03 -- Service Disconnection

Wholesale service may be disconnected if a bill has not been paid and proper notice has been given.

Proper notice shall consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of disconnection, with the words “termination notice” or similar language prominently displayed on the notice. If applicable, the notice must also list the past due balance.

Service may be disconnected after proper notice for any of the following reasons:

1. Failure to pay a delinquent account or to comply with a deferred payment agreement;
2. Willful violation of a usage rule when that violation interferes with another member's service;
3. Other reasons set forth in the Wholesale Service Agreement.

Service may only be disconnected without notice:

1. When a known dangerous condition exists, for as long as the condition exists;
2. When service is established through meter bypassing, an unauthorized connection or unauthorized reconnection; or
3. In instances of tampering with Elgin's meter or equipment.

Section 3.04 -- Litigation

These Terms and Conditions shall be construed under and in accordance with the laws of the State of Texas. All obligations of the parties created under these Terms and Conditions shall be performable in Bastrop County, Texas. All payments required to be made to Elgin under the Wholesale Service Agreement shall be made at Elgin's offices in Bastrop County, Texas. Bastrop County, Texas shall be the exclusive place of venue for any disputes arising under the Wholesale Service Agreement.

EXHIBIT “B”

Point(s) of Delivery

Point(s) of delivery to be determined on an as needed basis.

EXHIBIT “C”

Name and Address for Notice to Aqua

Dave McMurry
General Manager
Aqua Water Supply Corporation
415 Old Austin Highway
Drawer P
Bastrop, Texas 78602



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

(*Second Reading*) ORDINANCE NO. 2017-03-07-03 ACKNOWLEDGING RECEIPT OF 'CERTIFICATE OF UNOPPOSED STATUS' PURSUANT TO SECTION 2.052 TEXAS ELECTION CODE; DECLARING UNOPPOSED CANDIDATES TO BE ELECTED TO THEIR RESPECTIVE OFFICES AND CANCELLING THE MAY 6, 2017 GENERAL ELECTION; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES

DEPARTMENT: Administration

PROPOSED ACTION:

BACKGROUND:

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☒ included ☐ not included in the current-year budget ☐ N/A

RECOMMENDATION:

ATTACHMENTS:

Ordinance Cancelling the May 6, 2017 General Election
Certificate of Unopposed Status Exhibit A

- ☒ Staff will be making a detailed presentation on this agenda item at the meeting.
- ☐ Staff will provide brief comments and answer questions on this item at the meeting.
- ☐ This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

ORDINANCE NO.

AN ORDINANCE ACKNOWLEDGING RECEIPT OF "CERTIFICATE OF UNOPPOSED STATUS" PURSUANT TO SECTION 2.052 TEXAS ELECTION CODE; DECLARING UNOPPOSED CANDIDATES TO BE ELECTED TO THEIR RESPECTIVE OFFICES AND CANCELLING THE MAY 6, 2017 GENERAL ELECTION; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES

WHEREAS, pursuant to Section 2.052 Texas Election Code, the City Secretary, who is also the authority responsible for having the official ballot for City Council elections prepared, has certified in writing that certain candidates are unopposed in the May 6, 2017 general election, and

WHEREAS, Section 2.053 Texas Election Code provides that upon receipt of such a certificate that the Council may declare each unopposed candidate elected to the office and cancel the election, Now Therefore

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

The Elgin City Council hereby acknowledges receipt of a Certificate of Unopposed Status from the City Secretary that certain candidates whose names were to appear on the ballot for the May 6, 2017 City General Election are each unopposed. A copy of such Certificate is ordered to be attached to this ordinance as Exhibit "A".

II.

Pursuant to Section 2.053 Texas Election Code, the City Council hereby declares that the following unopposed candidates are elected to their respective offices, and shall be issued certificates of election following the time the election would have been canvassed:

- | | |
|-------------------------|-----------------------|
| a) Mary Alice Penson | Council Member Ward 1 |
| b) Juan Jesse Gonzalez | Council Member Ward 2 |
| c) Bruce Phillip Thomas | Council Member Ward 3 |
| d) Neil Todd Beyer | Council Member Ward 4 |

III.

The May 6, 2017 general city election is cancelled, and the City Secretary is directed to cause a copy of this ordinance to be posted on Election Day at each polling location used or that would have been used in the election.

IV.

- A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.
- B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

READ, PASSED AND ADOPTED on this the 7th day of March, 2017.

Chris Cannon, Mayor of City of Elgin, Texas

ATTEST:

Amelia Sanchez, City Secretary, City of Elgin, Texas

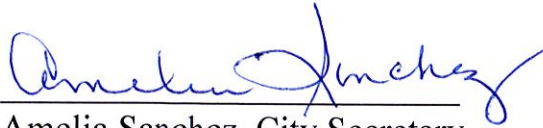
Exhibit "A"

CERTIFICATE OF UNOPPOSED STATUS

I, Amelia Sanchez, City Secretary for the City of Elgin, Texas, and being also the authority responsible for having the official ballot prepared for the City Council elections, do hereby certify, pursuant to Section 2.052 Texas Election Code, that certain candidates whose names are to appear on the ballot for the May 6, 2017 City General Election are unopposed. The unopposed candidates and their respective offices are as follows:

- | | |
|-------------------------|-----------------------|
| a) Mary Alice Penson | Council Member Ward 1 |
| b) Juan Jesse Gonzalez | Council Member Ward 2 |
| c) Bruce Phillip Thomas | Council Member Ward 3 |
| d) Neil Todd Beyer | Council Member Ward 4 |

Signed and Certified this the 23rd day of February, 2017.


Amelia Sanchez, City Secretary



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

Consider approving waving the noise ordinance for the Elgin Middle School for Relay for Life celebration at the Elgin Middle School track from 6:00 pm Saturday, April 29 to 12:00 am Sunday, April 30, 2017.

DEPARTMENT: Police

PROPOSED ACTION:

Approve waiver to noise ordinance

BACKGROUND:

The Relay for Life event is Saturday evening, April 29th and they have requested a waiver of the noise ordinance for their celebration. Proper request has been submitted to the Police Department and approved.

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☐ included ☐ not included in the current-year budget ☒ N/A

RECOMMENDATION:

Approve waiving the ordinance

ATTACHMENTS:

Noise Ordinance Permit Request

- ☐ Staff will be making a detailed presentation on this agenda item at the meeting.
- ☐ Staff will provide brief comments and answer questions on this item at the meeting.
- ☒ This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

City of Elgin Noise Ordinance Permit Request

Shelley Buchman
300 Lexington Rd
Elgin, TX 78621
(512) 627-7195

Relay for Life of Elgin Texas

Saturday, April 29, 2017

4:00pm – 12:00am

Elgin Middle School Track

1351 N Avenue C

Elgin, TX 78621

Relay For Life is the signature fundraiser for the American Cancer Society. Relay is staffed by volunteers who give of their time and effort because they believe it's time to take action against cancer.

These events bring communities together to remember loved ones lost, honor survivors of all cancers, and raise money to help the American Cancer Society make a global impact on cancer.

A DJ will be providing music and announcements throughout the event.



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

Discussion and action to award a contract to the low bidder, Supak Construction, Inc. in the amount of \$374,890.50 for the 2017 Water and Sewer Project and authorize the City Manager to fund the project from the Water and Sewer Impact Fees fund.

DEPARTMENT: Utilities

PROPOSED ACTION:

Award contract to the low bidder for the 2017 Water and Sewer Project.

BACKGROUND:

Five (5) sealed bids were received at Elgin City Hall on March 21, 2017 at 11:00 A.M. for the 2017 Water and Sewer Project. The bids ranged from \$262,397.50 from Supak Construction, Inc. to \$818,143.10 from Central Road & Utility, LTD. TRC Solutions has prepared a detailed bid tabulation and has provided a Bid Recommendation.

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☒ included ☐ not included in the current-year budget ☐ N/A

RECOMMENDATION:

Staff recommends that Supak Construction, Inc. be awarded the construction project in the amount of \$374,890.50 and authorize the City Manager to fund and pay for the project from the Water and Sewer Impact fee fund. 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.

ATTACHMENTS:

Bid Tabulation

Bid Recommendation

- ☐ Staff will be making a detailed presentation on this agenda item at the meeting.
- ☒ Staff will provide brief comments and answer questions on this item at the meeting.
- ☐ This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

				Supak Construction, Inc. P.O. Box 325 Orchard, Texas 77464	Lupe Rubio Construction Co., Inc. P.O. Box 1638 Kingsland, TX 76639	Coppera, LLC 421 Talbot Street Taylor, TX 76574	D Guerra Construction LLC 9810 FM 969 Austin, TX 78724	Central Road & Utility, LTD 8760 A Research Blvd., #192 Austin, Texas 78758	
Item	Item Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE PROPOSAL									
P 1	12" SDR 26 PVC Sewer Pipe - 6'-8" Cut	219	LF	\$87.50	\$19,162.50	\$51.07	\$11,184.33	\$130.86	\$28,658.34
P 2	12" SDR 26 PVC Sewer Pipe - 8'-10" Cut	207	LF	\$92.50	\$19,147.50	\$55.67	\$11,523.69	\$138.45	\$28,659.15
P 3	12" SDR 26 PVC Sewer Pipe - 10'-12" Cut	209	LF	\$102.50	\$21,422.50	\$61.42	\$12,636.78	\$137.12	\$28,658.08
P 4	12" SDR 26 PVC Sewer Pipe - 12'-14" Cut	264	LF	\$112.50	\$29,700.00	\$72.92	\$19,250.88	\$108.55	\$28,657.20
P 5	8" SDR 26 PVC Sewer Pipe - 0'-6" Cut	496	LF	\$50.50	\$25,048.00	\$65.51	\$32,492.96	\$27.33	\$13,559.15
P 6	8" SDR 26 PVC Sewer Pipe - 6'-8" Cut	78	LF	\$55.50	\$4,329.00	\$122.41	\$9,554.98	\$172.83	\$13,559.15
P 7	8" SDR 26 PVC Sewer Pipe - by bore no casing	241	LF	\$57.50	\$13,857.50	\$133.36	\$32,139.76	\$56.26	\$13,559.15
P 8	4" Dia. Manhole Standard Depth 6'	3	EA	\$3,250.00	\$9,750.00	\$4,194.08	\$12,582.24	\$4,519.72	\$13,559.15
P 9	Extra Depth to Manholes	6	VF	\$200.00	\$1,200.00	\$1,168.58	\$7,012.88	\$2,664.96	\$13,559.15
P 10	Raven Series 405 Lining	24	VF	\$130.00	\$3,120.00	\$115.00	\$2,760.00	\$594.96	\$13,559.15
P 11	Connect to Existing Manhole	7	EA	\$150.00	\$1,050.00	\$1,818.64	\$12,730.48	\$1,937.00	\$13,559.15
P 12	4" Sewer Service Connections	13	EA	\$350.00	\$4,550.00	\$1,236.87	\$16,079.31	\$1,043.01	\$13,559.15
P 13	OSHA Trench Excavation Sewer Lines	1,473	LF	\$2.00	\$2,946.00	\$1.15	\$1,693.95	\$9.20	\$13,559.15
P 14	Pavement Repair over Sewer	786	LF	\$28.50	\$22,401.00	\$23.00	\$18,078.00	\$17.25	\$13,559.15
P 15	Remove Sanitary Sewer Lines	1,709	LF	\$5.00	\$8,545.00	\$9.20	\$15,722.80	\$7.93	\$13,559.15
P 16	Video Proposed Sanitary Sewer	1,714	LF	\$5.00	\$8,570.00	\$1.44	\$2,461.48	\$8.45	\$13,559.15
P 17	6" DR 18 C-900 PVC Water Pipe	684	LF	\$34.50	\$23,598.00	\$35.47	\$24,261.48	\$8.45	\$5,778.00
P 18	6" Gate Valve	2	EA	\$1,075.00	\$2,150.00	\$959.10	\$1,918.20	\$2,889.00	\$5,778.00
P 19	Fittings	0.5	TON	\$4,850.00	\$2,425.00	\$3,989.35	\$1,994.68	\$11,556.00	\$5,778.00
P 20	3/4" Water Service Connections	14	EA	\$575.00	\$8,050.00	\$1,141.20	\$15,976.80	\$412.71	\$5,778.00
P 21	Connect to Existing 18" Water Main	1	EA	\$3,850.00	\$3,850.00	\$9,977.11	\$9,977.11	\$7,716.00	\$5,778.00
P 22	Connect to Existing 6" Water Main	2	EA	\$1,250.00	\$2,500.00	\$3,627.68	\$7,255.36	\$2,889.00	\$5,778.00
P 23	Pavement Repair over Water	220	LF	\$22.50	\$4,950.00	\$23.00	\$5,060.00	\$26.26	\$5,778.00
P 24	Pavement Repair over Water TxDOT Row	39	LF	\$37.50	\$1,462.50	\$51.75	\$2,018.25	\$148.15	\$5,778.00
P 25	Tracer Wire	684	LF	\$0.50	\$342.00	\$0.88	\$601.92	\$8.45	\$5,778.00
P 26	Remove 2" Water Line	679	LF	\$4.00	\$2,716.00	\$5.75	\$3,904.25	\$9.50	\$5,778.00
P 27	Sewer-out/Replace Concrete	10	SY	\$77.50	\$775.00	\$138.00	\$1,380.00	\$577.80	\$5,778.00
P 28	Hydromulching	1,080	SY	\$3.00	\$3,240.00	\$1.09	\$1,154.40	\$5.45	\$5,778.00
P 29	Rock Check Berms	20	LF	\$75.00	\$1,500.00	\$40.25	\$805.00	\$288.90	\$5,778.00
P 30	Slit Fence	500	LF	\$5.00	\$2,500.00	\$3.16	\$1,580.00	\$11.56	\$5,778.00
P 31	Storm Water Pollution Prevention Plan (SWPP)	1	LS	\$2,150.00	\$2,150.00	\$5,175.00	\$5,175.00	\$7,500.00	\$7,500.00
P 32	Traffic Control Plan	1	LS	\$1,250.00	\$1,250.00	\$2,300.00	\$2,300.00	\$5,778.75	\$5,778.75
TOTAL BASE PROPOSAL					\$282,397.50		\$283,724.35		\$369,795.00
ADDITIONAL ALTERNATES									
AA 1	8" SDR 26 PVC Sewer Pipe - 0'-6" Cut	101	LF	\$64.50	\$6,514.50	\$67.91	\$6,859.91	\$82.51	\$8,333.51
AA 2	8" SDR 26 PVC Sewer Pipe - 6'-8" Cut	480	LF	\$69.50	\$33,360.00	\$72.41	\$34,756.80	\$17.36	\$8,332.80
AA 3	8" SDR 26 PVC Sewer Pipe - 8'-10" Cut	229	LF	\$100.50	\$23,014.50	\$78.16	\$17,898.64	\$36.39	\$8,333.31
AA 4	18" OD X 1/4" Steel Casing - by bore incl 6" Pipe	111	LF	\$157.50	\$17,482.50	\$284.46	\$31,575.06	\$56.08	\$6,333.88
AA 5	4" Dia. Manhole Standard Depth 6'	2	EA	\$3,250.00	\$6,500.00	\$4,194.08	\$8,388.16	\$4,167.00	\$8,334.00
AA 6	Extra Depth to Manholes	1	VF	\$200.00	\$200.00	\$206.43	\$206.43	\$6,334.00	\$6,334.00
AA 7	Raven Series 405 Lining	13	VF	\$130.00	\$1,690.00	\$115.00	\$1,495.00	\$641.07	\$8,334.00
AA 8	Connect to Existing Manhole	2	EA	\$1,500.00	\$3,000.00	\$2,159.70	\$4,319.40	\$4,167.00	\$8,334.00
AA 9	4" Sewer Service Connections	5	EA	\$350.00	\$1,750.00	\$1.15	\$5,646.45	\$10.12	\$8,334.00
AA 10	OSHA Trench Excavation Sewer Lines	823	LF	\$28.50	\$23,455.50	\$23.00	\$18,921.00	\$25.80	\$20,910.00
AA 11	Pavement Repair over Sewer	921	LF	\$5.00	\$4,605.00	\$6.90	\$6,349.90	\$9.04	\$8,334.00
AA 12	Remove Sanitary Sewer Lines	921	LF	\$5.00	\$4,605.00	\$1.44	\$1,326.24	\$9.05	\$8,334.00
AA 13	Video Proposed Sanitary Sewer	140	SY	\$3.00	\$420.00	\$1.09	\$152.60	\$99.57	\$13,559.15
AA 14	Hydromulching				\$112,493.00		\$127,584.09		\$16,682.14
TOTAL ADDITIVE ALTERNATES					\$112,493.00		\$127,584.09		\$16,682.14
TOTAL (BASE + ALTERNATES)					\$374,890.50		\$421,308.44		\$468,477.14
							\$645,816.50		\$1,110,888.40



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

March 22, 2017

Mr. Doug Prinz, Director of Utilities
City of Elgin
P.O. Box 591
Elgin, Texas 78621-0591

**RE: 2017 Water and Sewer Project
Bid Recommendation**

Dear Mr. Prinz:

Five (5) sealed bids were received at Elgin City Hall on March 21, 2017 at 11:00 A.M. for the above-referenced project. The bids ranged from \$262,397.50 from Supak Construction, Inc. to \$818,143.10 from Central Road & Utility, LTD.

The project consists of removing and replacing approximately 900 LF of existing 6" gravity sewer main located on Ramirez Road with 12" gravity sewer pipe, approximately 815 LF of existing 6" gravity sewer main located on FM 3000 with 8" gravity sewer pipe and approximately 680 LF of existing 2" water line located in the alley just east of North Main Street with 6" PVC water pipe.

In addition to the water and sewer project, the bid also included items for removing and replacing approximately 920 LF of existing 6" gravity sewer main in the alley just east of North Main Street with 8" gravity sewer pipe. The combination of the water and sewer project along with additional sewer main improvements are totaled on the bid tabulation in the "Total (Base + Alternates)" line item at the bottom of the page. Supak Construction, Inc. remains the low bidder for the project with a total bid of \$374,890.50. A detailed bid tabulation is attached for your reference.

TRC and the City both have experience with Supak Construction, Inc. on previous projects and they provided acceptable work. It is recommended that Supak Construction, Inc. be awarded the construction project in the amount of \$374,890.50.

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. The construction completion period is 90 days.

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

Sincerely,

A handwritten signature in black ink, appearing to read "K. Beau Perry". The signature is fluid and cursive, with the first name "K." being more distinct than the last name "Perry".

K. Beau Perry, P.E.
Vice President



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

Adjourn into Executive Session pursuant to (1) Section §551.072 Deliberations about Real Property: to receive a staff briefing and deliberate the purchase, exchange, lease, or value of certain real property located on Highway 290; (2) Section § 551.087 Deliberation Regarding Economic Development Negotiations: to deliberate the offer of a financial or other incentive to a business prospect; and (3) Section §551.074 Personnel Matters: to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee

DEPARTMENT: Administration

PROPOSED ACTION:

Consider information presented by staff and/or the City Attorney in Executive Session

BACKGROUND:

Under Texas Open Meetings law, there are seven exceptions that generally authorize closed meetings, also known as “Executive Sessions.” The exceptions include discussions involving: (1) purchase or lease of real property; (2) security measures; (3) receipt of gifts; (4) consultation with attorney; (5) personnel matters; (6) economic development; and (7) certain homeland security matters. However, any and all final actions, decisions, or votes of the Elgin City Council related to such Executive Session items will be made in an open meeting

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☐ included ☐ not included in the current-year budget ☒ N/A

RECOMMENDATION:

Direction to staff and/or City Attorney as appropriate on matters discussed in Executive Session

ATTACHMENTS:

- ☒ Staff will be making a detailed presentation on this agenda item at the meeting.
- ☐ Staff will provide brief comments and answer questions on this item at the meeting.
- ☐ This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.