



**AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, FEBRUARY 6, 2018
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

1. PUBLIC COMMENTS ON A PROPOSED ZONING CHANGE REQUESTED BY SANDRA J. MENLEY, OWNER OF THE PROPERTY LOCATED AT 832 EAST 2ND STREET IN THE THOMAS CHRISTIAN SURVEY ABSTRACT NUMBER A20 AND BEING APPROXIMATELY 0.647 ACRES, TO CHANGE THE ZONING FROM R-2 SINGLE FAMILY AND DUPLEX DEWLLING DISTRICT TO R-3 SINGLE FAMILY DWELLING DISTRICT. (New Business Item # 1)

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. A PROCLAMATION DECLARING FEBRUARY, 2018 AS NATIONAL AFRICAN AMERICAN HISTORY MONTH IN THE CITY OF ELGIN
2. Employee of the First Quarter 2018 - Chris Watson

VIII. CITY MANAGER'S REPORT

1. Consideration and possible action responding to a proposal by Bastrop County to relocate the Old Wilbarger Bridge (Lower Elgin River Road Bridge) to city-owned property
2. Review and discussion of a preliminary staff report on fees, access, operating policies and procedures of the new City of Elgin Recreation Center
3. General Activity Report and Project Update
4. Monthly Departmental Activity Reports - December

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. Review and consider certain street closures for the 4th annual Superhero 5K on Saturday March 10th, 2018 From 8:00 am to 12:00 pm
2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS ADOPTING A CODE OF CONDUCT POLICY REGARDING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AND MAKING CERTAIN FINDINGS RELATED THERETO
3. City Council Regular Meeting Minutes - January 2, 2018

X. UNFINISHED BUSINESS

None

XI. NEW BUSINESS

1. AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE FROM R-2 TO R-3 SINGLE FAMILY DWELLING DISTRICT, THE PROPERTY BEING APPROXIMATELY 0.647 ACRE OUT OF THE THOMAS CHRISTIAN ABSTRACT NO. A20, CITY OF ELGIN, BASTROP COUNTY, TEXAS; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.
2. AN ORDINANCE OF THE CITY OF ELGIN, TEXAS GRANTING, UPON FINAL EXECUTION BY THE MAYOR, AN AMENDED AND EXTENDED FRANCHISE AGREEMENT WITH REPUBLIC SERVICES FOR A SEVEN (7) YEAR TERM COMMENCING ON THE EFFECTIVE DATE; CONTAINING VARIOUS TERMS AND CONDITIONS WITH REGARD TO THE EXTENSION OF SUCH FRANCHISE; CONTAINING A SEVERABILITY CLAUSE; DECLARING AN EFFECTIVE DATE AND MAKING CERTAIN FINDINGS RELATED THERETO

3. Discussion and possible action to appoint/re-appoint members to Committees/Commissions with expiring terms.
 - Elgin Main Street Board
 - Historic Review Board
 - Board of Adjustments
 - Building Standards Commission
 - Planning and Zoning Commission
 - Parks and Recreation Advisory Board
 - Library Advisory Board
 - Public Safety Advisory Committee
4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL CONTRACT WITH THE CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT FOR PUBLIC SAFETY ANSWERING POINT (PSAP) MAINTENANCE, EQUIPMENT, AND TRAINING AND MAKING CERTAIN FINDINGS RELATED THERETO
5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO AUTHORIZE EXECUTION OF AN AGREEMENT WITH THE LOWEST RESPONSIBLE BIDDER THAT WILL PROVIDE ELECTRICAL ENERGY FOR THE CITY OF ELGIN BEGINNING ON OR ABOUT DECEMBER 1, 2018 AT THE LOWEST GUARANTEED RATE BY THE SELECTED BIDDER
6. A RESOLUTION OF THE CITY OF ELGIN, TEXAS TO CAST A VOTE FOR A PERSON TO SERVE ON THE BOARD OF DIRECTORS OF THE TRAVIS CENTRAL APPRAISAL DISTRICT
7. AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, CALLING AN ELECTION ON MAY 5, 2018 FOR THE PURPOSE OF ELECTING CERTAIN CITY OFFICIALS; DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR EARLY VOTING AND ELECTION DAY VOTING; PROVIDING FOR PERFORMANCE OF REQUIRED ADMINISTRATIVE DUTIES; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; CERTIFYING PROVISION OF REQUIRED ACCESSIBLE VOTING SYSTEMS AT EACH POLLING PLACE; AND PROVIDING FOR OTHER MATTERS RELATING TO SUCH CITY ELECTION.

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 Section 551.071 consultation with the City Attorney to seek his or her advice on legal matters, to wit; Cause No. D-1-GN-17-006890, Bonnie Crankshaw vs. the City of Elgin

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 February 2, 2018 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:

PUBLIC COMMENTS ON A PROPOSED ZONING CHANGE REQUESTED BY SANDRA J. MENLEY, OWNER OF THE PROPERTY LOCATED AT 832 EAST 2ND STREET IN THE THOMAS CHRISTIAN SURVEY ABSTRACT NUMBER A20 AND BEING APPROXIMATELY 0.647 ACRES, TO CHANGE THE ZONING FROM R-2 SINGLE FAMILY AND DUPLEX DWELLING DISTRICT TO R-3 SINGLE FAMILY DWELLING DISTRICT.
(New Business Item # 1)

DEPARTMENT: Administration

PROPOSED ACTION:

Public Hearing Only - No Council action requested or anticipated

BACKGROUND:

The Planning and Zoning Commission held the first public hearing on this proposed zoning change on Monday, January 29, 2018. This is the second of the two required public hearings.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

None.

ATTACHMENTS:

Planning & Zoning January 29, 2018 Agenda

☐ 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.



AGENDA
ELGIN PLANNING AND ZONING COMMISSION
PUBLIC HEARING/REGULAR MEETING
MONDAY, JANUARY 29, 2018, 6:30 P.M.
CITY HALL ANNEX COUNCIL CHAMBERS
310 NORTH MAIN STREET

CALL TO ORDER

PUBLIC COMMENT

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

CONSENT

1. Approval of minutes, November 30, 2017.

UNFINISHED BUSINESS

1. NONE.

NEW BUSINESS

1. REVIEW AND MAKE POSSIBLE RECOMMENDATIONS TO THE ELGN CITY COUNCIL ON A ZONING CHANGE SUBMITTED BY SANDY MENLEY, OWNER OF THE PROPERTY LOCATED IN ABS A20 THOMAS CHRISTIAN, 0.647 ACRES, 832 EAST 2ND STREET, CITY OF ELGIN, COUNTY OF BASTROP, TEXAS, TO CHANGE THE ZONING FROM R-2 TO R-3.
2. REVIEW AND TAKE ACTION ON A FINAL PLAT SUBMITTED BY CARLSON, BRIGANCE AND DOERING, INC. FOR SF DEVELOPMENT INC., OWNER OF THE PROPERTY LOCATED IN ABS A59 ELIZABETH STANDIFER, TRACT 1FR, AND OUT OF 53.184 ACRES, CITY OF ELGIN, COUNTY OF BASTROP, TEXAS, TO DIVIDE THEIR PROPERTY INTO 85 LOTS TO BE KNOWN AS SARATOGA FARMS, SECTION 5.
3. REVIEW AND TAKE ACTION ON A FINAL PLAT SUBMITTED BY TRC SOLUTIONS, INC. FOR THE ELGIN ECONOMIC DEVELOPMENT CORPORATION, THE OWNER OF THE PROPERTY LOCATED IN A18 JONATHAN BURLESON AND A59 ELIZABETH STANDIFER, AND BEING APPROXIMATELY 60.869 ACRES, CITY OF ELGIN, COUNTY OF BASTROP, TEXAS TO DIVIDE THE PROPERTY INTO EIGHT (8) LOTS TO BE KNOWN AS "ELGIN BUSINESS PARK II".

EXECUTIVE SESSION

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

RECONVENE

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

ANNOUNCEMENTS

ADJOURNMENT

NOTICE

I, Gary N. Cooke, Director Planning & Development for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before the 12th of January, 2018 before 5:00 p.m. in accordance with Chapter 551 of the Texas Government Code. The Elgin City Council will hold a public hearing on item #1 on Tuesday, February 6, 2018 at 7:00 pm in the City Hall Annex Council Chambers.



Gary N. Cooke, Director Planning & Development

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

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



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

A PROCLAMATION DECLARING FEBRUARY, 2018 AS NATIONAL AFRICAN AMERICAN HISTORY MONTH IN THE CITY OF ELGIN

DEPARTMENT: Administration

PROPOSED ACTION:

Present proclamation and take a photo with attendees.

BACKGROUND:

Black History Month was first proposed by black educators and the Black United Students at Kent State University in February 1969. The first celebration of Black History Month took place at Kent State one year later, in February 1970.^[7]

Six years later Black History Month was being celebrated all across the country in educational institutions, centers of Black culture and community centers, both great and small, when President Gerald Ford recognized Black History Month, during the celebration of the United States Bicentennial. He urged Americans to "seize the opportunity to honor the too-often neglected accomplishments of black Americans in every area of endeavor throughout our history".^[1]

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Read proclamation and have photo with recipients.

ATTACHMENTS:

National Black History Month Proclamation

- ☐ 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.

Mayoral Proclamation National Black History Month 2018

Whereas, during National African American History Month, the NAACP Elgin Branch Number 6174, the Elgin Juneteenth Organization, Elgin Pastor, Ministers, and the City of Elgin pause to recognize, celebrate, and remember the history and contributions of African Americans. and,

Whereas, the 2018 theme: “*African Americans in Times of War*,” focus our attention on the role of African Americans in every American war, from the Revolutionary War to the present unrest our country is now engage in. From the Buffalo Soldiers to the Tuskegee Airmen, African Americans have paid a supreme price to ensure the freedom of all Americans and the fight goes on.... These times of war provide the foundation for countless acts of valor, defeat, struggles not only abroad but at home as well. It causes us to reflect on the catastrophic loss of life in the struggle for peace that we are yet to experience, and

Whereas, to commemorate Black History Month in Elgin, Texas, the NAACP Elgin Branch will honor Elgin’s own icon, Mrs. Dorothy McCarther for being the first elected black woman on the Elgin ISD school board, and for defending the American ideals of freedom and democracy through her dedicated service on community boards and organizations, on February 3 at 6pm in the evening at the Elgin Library Civic Center; and

Whereas, Sister Carolyn Jackson, the first lady of Union Hill Missionary Baptist Church, Reverend Aubrey Jackson, Pastor, will be honored on February 11, 2018 at 6pm at the Elgin Public Library, with the ***Hatitute Event***, in recognition of her countless hours encouraging and supporting her family, her church, and the community; and

Whereas, local churches will present Black History programs throughout the month; and

Whereas, African Americans in Elgin and all cities of America have come to realize a time of war is not limited to the big wars across the waters. But, they also include the War on Poverty, the War on Racism, the Civil Rights War, the War on Hunger, the War on Education, the War on Homelessness, the War on Bullying, and the list goes on. We are not discouraged and will not cease to fight for the right of all Americans that has been guaranteed in the constitution, which reads

*“We hold these truths to be self-evident, that **all men are created equal**, that they are endowed by their Creator with certain unalienable Rights that among these are Life, Liberty and the pursuit of Happiness”*

NOW, THEREFORE, I, Chris Cannon, Mayor of Elgin, Texas, by the authority vested in me by the citizens of city of Elgin, do hereby proclaim February 2018 as National African American History Month in the city of Elgin. I call upon public officials, educators, librarians, and all the citizens to observe this month by participating and supporting all festivities celebrating the proud heritage of African Americans.

Chris Cannon, Mayor
City of Elgin, Texas
February 2018



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

Employee of the First Quarter 2018 - Chris Watson

DEPARTMENT: Public Library

PROPOSED ACTION:

Chris Watson with Public Works Department has been nominated for Employee of the First Quarter 2018.

BACKGROUND:

The Employee Recognition Committee meets 5 times a year to select the Employee of the First, Second, Third, and Fourth Quarter and Employee of the Year by evaluating nominations given by fellow employees.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

The Employee of the Quarter receives one day of leave with pay or \$100 to be included in payroll taxes, recognition at a City Council meeting, recognition in the Elgin Courier and a Certificate.

ATTACHMENTS:

congrats letter EOQ 1st quarter 2018

- ☐ 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.



January 26, 2018

Dear Chris Watson,

Congratulations! You have been selected as the Employee of the Quarter for the First Quarter of 2018. The Employee Awards Committee selected you for the following reasons.

"Chris is always at work before 7:00 he makes coffee every morning. Nice positive attitude gets along with everyone."

"good employee always on time to work"

"a good employee"

"good employee"

As Employee of the Quarter you may choose one day of paid leave, which needs to be taken within the next thirty days, or \$100 less payroll deductions. Please let your supervisor and Finance Department know if you select the day off or the cash option. Please plan to attend the City Council meeting on Tuesday, February 6, 2018 at 7 pm where Mayor Chris Cannon will present a Certificate of Appreciation to you. Each Employee of the Quarter will be considered for Employee of the Year.

Thank you for your service to the City of Elgin.

Sincerely,

Tom Mattis
City Manager

cc: Laura Schwartz, Assistant to Finance Director
Charles Cunningham, Finance Director

P.O. Box 591

310 North Main

Elgin, Texas 78621

Phone 512.281.5724



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

Consideration and possible action responding to a proposal by Bastrop County to relocate the Old Wilbarger Bridge (Lower Elgin River Road Bridge) to city-owned property

DEPARTMENT: Administration

PROPOSED ACTION:

Consideration of a proposal by Bastrop County to relocate the Old Wilbarger Bridge (Lower Elgin River Road Bridge) to city-owned property.

BACKGROUND:

Recently, both the City Manager and Mayor Cannon were approached by Bastrop County Precinct 4 Commissioner Bubba Snowden to discuss the possibility of relocating the Old Wilbarger Bridge (Lower Elgin River Road Bridge) to a city-owned park. The bridge is non-functioning, obsolete, and has been designated for removal by the County. Due to its local history, there is apparently a desire to consider the potential for a relocation of the bridge to a new location before the final decision is made to destroy it. Thus, the discussion with the City about this project.

There are numerous examples throughout the country whereby historic bridges have been 'saved' by relocating them to public parks and converting their use to pedestrian bridges. In a very broad sense, that is the basic scenario that has been preliminarily discussed to this point.

In response to a request made by Commissioner Snowden, the City Manager recently provided him a letter stating that the City would give full consideration to this proposal and that the item would be placed before Council for their review. However, no commitment of any kind has been made by the City in this regard- only that we would discuss it. As clearly stated in the letter to Commissioner Snowden (copy attached), '(Before proceeding, the City) needs to develop a more detailed plan and cost estimate; and a specific understanding as to the responsibilities for both sides'. . . (and that) 'we have not yet gauged the support of the City Council (for such a project)'.

There are definite cost and management implications for the City with such a venture; and the staff is in the process of researching those items at this time. Staff will be making a presentation of its preliminary findings as to anticipated costs for this project as proposed at Tuesday's meeting .

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Direction to staff, if any and as appropriate, relating to the proposal by Bastrop County to relocate the Old Wilbarger Bridge (Lower Elgin River Road Bridge) to city-owned property.

ATTACHMENTS:

Correspondence

- ☒ 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 Office of the City Manager

City Hall • 310 North Main Street • P.O. Box 591
Elgin, Texas 78621

January 18, 2018

Commissioner Bubba Snowden
Bastrop County, Precinct 4
804 Pecan Street
Bastrop, Texas 78602

Re: Old Wilbarger Bridge

Dear Commissioner Snowden,

I am writing you today to confirm our on-going discussions regarding the possible relocation of the Old Wilbarger Bridge (Lower Elgin River Road Bridge) from its current location to a new home at the City of Elgin's Memorial Park.

The general scenario we have discussed to date has been that Bastrop County/Precinct 4 would be responsible for the physical relocation of the bridge and the City would then thereafter be responsible for any restoration and future maintenance.

In the right location and at the right cost, we can foresee such a project being of great benefit to both the City and Bastrop County. We simply need to develop a more detailed plan and cost estimate; and a specific understanding as to the responsibilities for both sides.

At this time, both city staff and Mayor Cannon are very interested in this partnership, but we have not yet gauged the support of the City Council. Once the staff completes its preliminary analysis, we will present the project scenario to the Council for their consideration. I would hope to be able to do that at our next Regular Meeting on February 6.

Please let me know at your earliest convenience if you have any questions or if I can be of further assistance.

Sincerely,

Thomas L. Mattis
City Manager



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

Review and discussion of a preliminary staff report on fees, access, operating policies and procedures of the new City of Elgin Recreation Center

DEPARTMENT: Parks & Recreation

PROPOSED ACTION:

Receipt and consideration of a staff report relating to recommended fees, access, operating policies and procedures for the new City Recreation Center. No Council action is requested or anticipated at this meeting.

BACKGROUND:

Construction of the new City of Elgin Recreation Center is reaching its final stages and it is currently anticipated that the facility can be open for business as early as March. Accordingly, the staff is now ready to engage in a wide-ranging discussion on proposed operating policies and procedures for the Center, including a review of possible fees and access policies.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Consideration of the staff report as presented; and direction to staff, if any, as appropriate

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:

General Activity Report and Project Update

DEPARTMENT: Administration

PROPOSED ACTION:

No Council action requested or anticipated; consideration of information as provided by the City Manager.

BACKGROUND:

This item is for a general update and/or discussion with Council by the City Manager regarding any on-going issues or major projects. This item is intended for receipt information and Q&A only; with no formal action anticipated by Council.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Consideration of information as provided; direction to staff, if any, as deemed appropriate by Council

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 - December

DEPARTMENT: Administration

PROPOSED ACTION:

Departmental reports are information 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:

Quarterly Investment Reports
Elgin Historic Review Board
Mainstreet Report - December
Parks Report - December
Library Report December
Municipal Court Report - December
Planning Department Report - December
Public Works Report - December
Utility Billing Report - December
Water Department - December

- ☐ 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.

1st Quarter Investment Report- Fiscal Year 2018

Financial Institution		Fund	Account Name	Total of	Ending 9/30/2017	Deposits / (Withdrawals)	Interest	Ending 12/31/2017
Prosperity Bank		99	Clearing Account	\$	46,832.66	2,427.66	11.54	49,271.86
		03	General Fund Debt Service		55,337.47	-	13.95	55,351.42
		11	Community Impact Fees-Water		90,564.06	-	22.82	90,586.88
		12	Community Impact Fees-Sewer		30,864.56	-	7.78	30,872.34
		018	Economic Development Corp.		10,046.74	-	2.53	10,049.27
		018	Schlotzkey's EDC (Pledged As Collateral)		62,291.69	-	-	62,291.69
			Sub-total		295,937.18	2,427.66	58.62	298,423.46
First National Bank		99	Main Checking		1,916,759.69	358,979.68	5,381.63	2,281,121.00
		001	Court Security		31,949.48	-	114.13	32,063.61
		001	Police Equipment		2,353.02	-	8.41	2,361.43
		.001	Court Technology		6,333.99	-	22.63	6,356.62
		002	Community Impact Fees-Water		104,124.24	-	371.95	104,496.19
		002	Community Impact Fees-Sewer		59,515.24	-	212.60	59,727.84
		003	General Fund Debt Service		5,718.02	-	20.43	5,738.45
		072	General - ATS Clearing		534,658.94	145,827.00	2,208.77	682,694.71
		002	USDA Rural Dev		0.79	-	0.01	0.80
		018	Economic Development Corp.		42,046.59	10,966.87	130.05	53,143.51
		018	EDC Sales Tax Reserve		34,722.46	-	124.03	34,846.49
		018	EDC CD Brique		41,378.33	-	292.01	41,670.34
		001	Money Market General Operations		171.09	-	0.42	171.51
		001	Money Market TIRZ #1		563,094.31	-	2,011.48	565,105.79
			Sub-total		3,342,826.19	-	0.00	3,869,498.29
			TOTAL - DEPOSITS		3,638,763.37	2,427.66	58.62	4,167,921.75

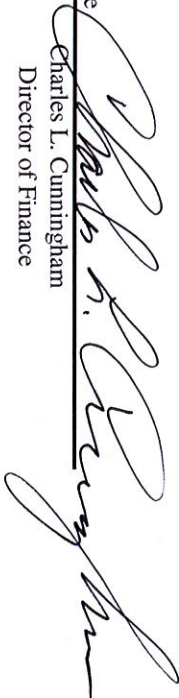
TYPE	FUND	ACCOUNT NAME	Ending 6/30/2017	Total of Deposits / (Withdrawals)	Interest	Ending 9/30/2017
Tex Pool						
	002	CUSTOMER DEPOSITS	(0.00)			(0.00)
	002	UTILITY BOND RESERVE	0.00			0.00
	002	COMMUNITY IMPACT FEES-WATER	(0.00)			(0.00)
	002	COMMUNITY IMPACT FEES-SEWER	0.00			0.00
	018	ECONOMIC DEVELOPMENT CORP.	0.00			0.00
	003	GENERAL FUND DEBT SERVICE	(0.00)			(0.00)
	99	CONSOLIDATED OPERATING	0.00			0.00
		Sub-total	0.00	0.00	0.00	0.00
Tex Star						
	01	GENERAL FUND	930.50		2.49	932.99
	02	W/WW FUND	1,374.65		3.61	1,378.26
		Sub-total	1,905.91	0.00	6.10	2,311.25
Logic						
		2015 CO's	833,273.09		2,655.33	835,928.42
		2016 CO's	9,856,445.19	(1,000,000.00)	30,354.61	8,886,799.80
		Sub-total	10,679,770.00	(1,000,000.00)	33,009.94	9,722,728.22
		TOTAL - INVESTMENTS	10,681,675.91	(1,000,000.00)	33,016.04	9,725,039.47
		TOTAL - DEPOSITS AND INVESTMENTS	15,907,753.00	(2,598,173.77)	43,587.71	13,363,802.84

Signature 
Charles L. Cunningham
Director of Finance

FY17 4th Quarter Investment Report

TYPE	FUND	ACCOUNT NAME	Ending 6/30/2017	Total of Deposits / (Withdrawals)	Interest	Ending 9/30/2017
Prosperity Bank						
99		Clearing Account	\$ 48,166.77	(1,346.10)	11.99	46,832.66
03		General Fund Debt Service	\$ 55,323.52	-	13.95	55,337.47
11		Community Impact Fees-Water	\$ 90,541.24	-	22.82	90,564.06
12		Community Impact Fees-Sewer	\$ 30,856.78	-	7.78	30,864.56
018		Economic Development Corp.	10,044.21	-	2.53	10,046.74
018		Schlitzkey's EDC (Pledged As Collateral)	62,135.08	-	156.61	62,291.69
		Sub-total	<u>297,067.60</u>	<u>(1,346.10)</u>	<u>215.68</u>	<u>295,937.18</u>
First National Bank						
99		Main Checking	3,343,755.72	(1,432,406.48)	5,410.45	1,916,759.69
001		Court Security	31,842.36		107.12	31,949.48
001		Police Equipment	1,963.89	381.50	7.63	2,353.02
001		Court Technology	6,312.75		21.24	6,333.99
002		Community Impact Fees-Water	103,775.14		349.10	104,124.24
002		Community Impact Fees-Sewer	59,315.70		199.54	59,515.24
003		General Fund Debt Service	5,698.85		19.17	5,718.02
072		General - ATS Clearing	716,221.91	(183,555.00)	1,992.03	534,658.94
002		USDA Rural Dev	1,420.21	(1,420.21)	0.79	0.79
018		Economic Development Corp.	21,775.01	20,172.52	99.06	42,046.59
018		EDC Sales Tax Reserve	34,606.04		116.42	34,722.46
018		EDC CD Brique	41,233.38		144.95	41,378.33
001		Money Market General Operations	170.52		0.57	171.09
001		Money Market TIRZ #1	561,206.39		1,887.92	563,094.31
		Sub-total	<u>4,929,009.49</u>	<u>(1,596,827.67)</u>	<u>10,355.99</u>	<u>3,342,826.19</u>
		TOTAL - DEPOSITS	<u>5,226,077.09</u>	<u>(1,598,173.77)</u>	<u>10,571.67</u>	<u>3,638,763.37</u>

TYPE	FUND	ACCOUNT NAME	Ending 3/31/2017	Total of Deposits / (Withdrawals)	Interest	Ending 6/30/2017
Tex Pool						
	002	CUSTOMER DEPOSITS	40,149.37	(40,224.06)	74.69	(0.00)
	002	UTILITY BOND RESERVE	228,559.96	(228,985.24)	425.28	0.00
	002	COMMUNITY IMPACT FEES-WATER	90,372.29	(90,540.50)	168.21	(0.00)
	002	COMMUNITY IMPACT FEES-SEWER	30,799.23	(30,856.53)	57.30	0.00
	018	ECONOMIC DEVELOPMENT CORP.	343,353.60	(343,939.77)	586.17	0.00
	003	GENERAL FUND DEBT SERVICE	55,220.29	(55,323.07)	102.78	(0.00)
	99	CONSOLIDATED OPERATING	550,388.85	(551,412.90)	1,024.05	0.00
		Sub-total	<u>1,336,951.71</u>	<u>(1,341,282.07)</u>	<u>2,438.48</u>	<u>0.00</u>
Tex Star						
	01	GENERAL FUND	393,455.36	(393,000.00)	475.14	930.50
	02	W/W/W FUND	656,170.86	(656,000.00)	1,203.79	1,374.65
		Sub-total	<u>1,048,137.24</u>	<u>(1,049,000.00)</u>	<u>1,678.93</u>	<u>2,305.15</u>
Logic						
		2015 CO's	4,225,004.22	(3,400,000.00)	8,268.87	833,273.09
		2016 CO'S	9,829,604.73		26,840.46	9,856,445.19
		Sub-total	<u>14,020,636.23</u>	<u>(3,400,000.00)</u>	<u>35,109.33</u>	<u>10,689,718.28</u>
		TOTAL - INVESTMENTS	<u>16,405,725.18</u>	<u>(5,790,282.07)</u>	<u>39,226.74</u>	<u>10,692,023.43</u>
		TOTAL - DEPOSITS AND INVESTMENTS	<u>20,668,900.70</u>	<u>(5,316,155.32)</u>	<u>50,547.61</u>	<u>15,918,100.52</u>

Signature 
Charles L. Cunningham
Director of Finance

FY17 3rd Quarter Investment Report

TYPE	FUND	ACCOUNT NAME	Ending 3/31/2017	Total of Deposits / (Withdrawals)	Interest	Ending 6/30/2017
Prosperity Bank						
99		Clearing Account	\$ 101,800.49	(53,667.09)	33.37	48,166.77
03		General Fund Debt Service	\$ -	55,323.07	0.45	55,323.52
11		Community Impact Fees-Water	\$ -	90,540.50	0.74	90,541.24
12		Community Impact Fees-Sewer	\$ -	30,856.53	0.25	30,856.78
018		Economic Development Corp.	10,040.76	0.00	3.45	10,044.21
018		Schlitzkey's EDC (Pledged As Collateral)	61,978.86		156.22	62,135.08
		Sub-total	142,532.49	123,053.01	194.48	297,067.60
First National Bank						
99		Main Checking	2,715,121.95	622,405.64	6,228.13	3,343,755.72
001		Court Security	31,753.41		88.95	31,842.36
001		Police Equipment	1,958.40		5.49	1,963.89
001		Court Technology	6,295.12		17.63	6,312.75
002		Community Impact Fees-Water	103,485.25		289.89	103,775.14
002		Community Impact Fees-Sewer	59,150.01		165.69	59,315.70
003		General Fund Debt Service	5,682.93		15.92	5,698.85
072		General - ATS Clearing	521,093.78	193,385.06	1,743.07	716,221.91
002		USDA Rural Dev	1,416.24		3.97	1,420.21
018		Economic Development Corp.	49,313.75	(27,628.22)	89.48	21,775.01
018		EDC Sales Tax Reserve	34,509.37		96.67	34,606.04
018		EDC CD Brique	40,945.00		-	40,945.00
001		Money Market General Operations	504,265.45	(505,000.00)	905.07	170.52
001		Money Market TIRZ #1	491,818.70	67,911.26	1,476.43	561,206.39
		Sub-total	4,120,643.03	351,073.74	11,126.39	4,929,009.49
		TOTAL - DEPOSITS	4,263,175.52	474,126.75	11,320.87	5,226,077.09

TYPE	FUND	ACCOUNT NAME	Ending 12/31/2016	Total of Deposits / (Withdrawals)	Interest	Ending 3/31/2017
Tex Pool						
002		CUSTOMER DEPOSITS	40,092.66		56.71	40,149.37
002		UTILITY BOND RESERVE	228,236.99		322.97	228,559.96
002		COMMUNITY IMPACT FEES-WATER	90,244.60		127.69	90,372.29
002		COMMUNITY IMPACT FEES-SEWER	30,755.76		43.47	30,799.23
018		ECONOMIC DEVELOPMENT CORP.	342,868.39		485.21	343,353.60
003		GENERAL FUND DEBT SERVICE	55,142.27		78.02	55,220.29
99		CONSOLIDATED OPERATING	549,611.04		777.81	550,388.85
		Sub-total	1,336,951.71	0.00	1,891.88	1,338,843.59
Tex Star						
01		GENERAL FUND	392,897.22		558.14	393,455.36
02		W/W/W FUND	655,240.02		930.84	656,170.86
		Sub-total	1,048,137.24	0.00	1,488.98	1,049,626.22
Logic						
		2015 CO's	4,214,791.68		10,212.54	4,225,004.22
		2016 CO's	9,805,844.57		23,760.16	9,829,604.73
		Sub-total	14,020,636.23	0.00	33,972.70	14,054,608.95
		TOTAL - INVESTMENTS	16,405,725.18	0.00	37,353.56	16,443,078.76
		TOTAL - DEPOSITS AND INVESTMENTS	20,668,900.70	468,423.05	46,384.46	21,183,708.23

Signature

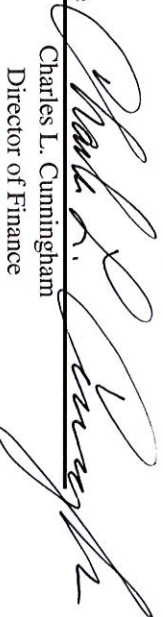


Charles L. Cunningham
Director of Finance

FY17 2nd Quarter Investment Report

TYPE	FUND	ACCOUNT NAME	Ending 12/31/2016	Total of Deposits / (Withdrawals)	Interest	Ending 3/31/2017
Prosperity Bank						
	99	Clearing Account	\$ 70,667.54	31,114.95	18.00	101,800.49
	018	Economic Development Corp.	10,038.45		2.31	10,040.76
	018	Schlitzky's EDC (Pledged As Collateral)	61,826.50		152.36	61,978.86
		Sub-total	142,532.49	31,114.95	172.67	173,820.11
First National Bank						
	99	Main Checking	2,786,262.35	(76,657.59)	5,517.19	2,715,121.95
	001	Court Security	31,689.11		64.30	31,753.41
	001	Police Equipment	1,954.44		3.96	1,958.40
	001	Court Technology	6,282.37		12.75	6,295.12
	002	Community Impact Fees-Water	103,275.70		209.55	103,485.25
	002	Community Impact Fees-Sewer	59,030.23		119.78	59,150.01
	003	General Fund Debt Service	5,671.42		11.51	5,682.93
	072	General - ATS Clearing	693,056.63	(173,050.18)	1,087.33	521,093.78
	002	USDA Rural Dev	1,007.28	406.56	2.40	1,416.24
	018	Economic Development Corp.	67,058.93	(17,869.04)	123.86	49,313.75
	018	EDC Sales Tax Reserve	34,439.49		69.88	34,509.37
	018	EDC CD Brique	40,945.00			40,945.00
	001	Money Market General Operations	3,512.72	500,000.00	752.73	504,265.45
	001	Money Market TIRZ #1	286,457.36	204,478.35	882.99	491,818.70
		Sub-total	4,120,643.03	437,308.10	8,858.23	4,566,809.36
		TOTAL - DEPOSITS	4,263,175.52	468,423.05	9,030.90	4,740,629.47

TYPE	FUND	ACCOUNT NAME	Ending 9/30/2016	Total of Deposits / (Withdrawals)	Interest	Ending 12/31/2016
Tex Pool						
	002	CUSTOMER DEPOSITS	40,050.96	0.00	41.70	40,092.66
	002	UTILITY BOND RESERVE	227,999.59	0.00	237.40	228,236.99
	002	COMMUNITY IMPACT FEES-WATER	90,150.67	0.00	93.93	90,244.60
	002	COMMUNITY IMPACT FEES-SEWER	30,723.83	0.00	31.93	30,755.76
	018	ECONOMIC DEVELOPMENT CORP.	342,511.74	0.00	356.65	342,868.39
	003	GENERAL FUND DEBT SERVICE	55,084.95	0.00	57.32	55,142.27
	99	CONSOLIDATED OPERATING	549,039.36	0.00	571.68	549,611.04
		Sub-total	1,335,561.10	0.00	1,390.61	1,336,951.71
Tex Star						
	01	GENERAL FUND	392,462.82	0.00	434.40	392,897.22
	02	W/W/W FUND	654,515.54	0.00	724.48	655,240.02
		Sub-total	1,046,978.36	0.00	1,158.88	1,048,137.24
Logic						
		2015 CO's	5,204,478.68	(1,000,000.00)	10,313.00	4,214,791.68
		2016 CO's	0.00	9,804,869.94	974.63	9,805,844.57
		Sub-total	5,204,478.68	8,804,869.94	11,287.63	14,020,636.25
		TOTAL - INVESTMENTS	7,587,018.14	8,804,869.94	13,837.12	16,405,725.20
		TOTAL - DEPOSITS AND INVESTMENTS	10,527,817.52	10,122,286.14	18,797.06	20,668,900.72

Signature 
Charles L. Cunningham
Director of Finance

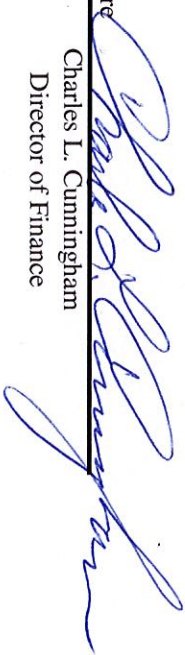
FY17 1ST Quarter Investment Report

TYPE	FUND	ACCOUNT NAME	Ending 9/30/2016	Total of Deposits / (Withdrawals)	Interest	Ending 12/31/2016
Prosperity Bank						
99		Clearing Account	\$ 190,247.96	(119,655.85)	75.43	70,667.54
018		Economic Development Corp.	10,032.14		6.31	10,038.45
018		Schlitzkey's EDC (Pledged As Collateral)	61,673.16		153.34	61,826.50
		Sub-total	261,953.26	(119,655.85)	235.08	142,532.49
First National Bank						
99		Main Checking	1,293,590.12	1,490,464.71	2,207.52	2,786,262.35
001		Court Security	31,633.42		55.69	31,689.11
001		Police Equipment	1,951.00		3.44	1,954.44
001		Court Technology	6,271.33		11.04	6,282.37
002		Community Impact Fees-Water	103,094.17		181.53	103,275.70
002		Community Impact Fees-Sewer	58,926.48		103.75	59,030.23
003		General Fund Debt Service	5,661.46		9.96	5,671.42
072		General - ATS Clearing	721,125.34	(29,303.01)	1,234.30	693,056.63
002		USDA Rural Dev	1,005.51		1.77	1,007.28
018		Economic Development Corp.	90,947.84	(24,089.65)	200.74	67,058.93
018		EDC Sales Tax Reserve	34,378.96		60.53	34,439.49
018		EDC CD Brique	40,800.00		145.00	40,945.00
001		Money Market General Operations	3,506.63		6.09	3,512.72
001		Money Market TIRZ #1	285,953.86		-503.50	286,457.36
		Sub-total	2,678,846.12	1,437,072.05	4,724.86	4,120,643.03
		TOTAL - DEPOSITS	2,940,799.38	1,317,416.20	4,959.94	4,263,175.52

1st Quarter Investment Report- Fiscal Year 2018

Financial Institution	Fund	Account Name	Ending 9/30/2017	Total of Deposits / (Withdrawals)	Interest	Ending 12/31/2017	WAM*
Tex Star	01	General Fund	932.99	-	2.67	935.66	1.00
	02	Water/Wastewater Fund	1,378.26	-	3.84	1,382.10	1.00
		Sub-total	2,311.25	-	6.51	2,317.76	2.00
Logic		Certificate of Obligation Series 2015- Proceeds	835,928.42	-	1,326.14	837,254.56	1.00
		Certificate of Obligation Series 2016 - Proceeds	8,886,799.80	-	29,562.61	8,916,362.41	1.00
		Sub-total	9,722,728.22	-	30,888.75	9,753,616.97	1.00
		TOTAL - INVESTMENTS	9,725,039.47	-	30,895.26	9,755,934.73	
		TOTAL - DEPOSITS AND INVESTMENTS	13,363,802.84	2,427.66	30,953.88	13,923,856.48	

* Weighted Average to Maturity (WAM)

Signature 
Charles L. Cunningham
Director of Finance



Elgin Historic Review Board

The Elgin Historic Review Board has nine members. At this time there are two vacancies. Emily Koller, Melissa Cole and Ed Rivers are serving terms through December 31, 2017. They are willing to serve another term.

Emily Koller, planner for the Texas Historic Commission, lives in the City limits.

Melissa Cole, owns property downtown, does not live in the City limits.

Ed Rivers owns property downtown, President of the Elgin Main Street Board, does not live in the City limits.

The ordinance requires that two members of the board be on the Main Street Board. Ed and Allan Tolbert fill that requirement at this time. It requires that two members own property in the district. At this time five members own property in the district. It requires that two members be members of the Elgin Historical Association, at this time Ed and Melissa Cole fill that requirement.

The Historic Review Board reviews any alterations to property that re visible from the public right of way in the Commercial Historic District. They meet on 4th Tuesdays at 7:30am in the City Hall Annex. The board is staffed by Gary Cooke, Planning & Development Director and Amy Miller, Community Development Director.

HISTORIC REVIEW BOARD			4th Tues 7:30 am				Term for 3 Years
Molly	Alexander	18 N. Main Street	Elgin	Tx	78621	512-281-5865	Expire 12/31/2018
Sonya	Rangel	18413 Crestwind Lane	Elgin	Tx	78621	512-229-6239	12/31/2018
Emily	Koller	405 N Ave. F	Elgin	Tx	78621	512-281-3034	Expire 12/31/2017
Melissa	Ladd	28 North Main Street	Elgin	Tx	78621	512-589-0188	Expire 12/31/2018
Melissa	Cole	PO Box 391	Elgin	Tx	78621	512-281-0243	Expire 12/31/2017
Allan	Tolbert	1363 A. Red Town Road	Elgin	TX	78621	512-699-4869	Expire 12-31-2018
Ed	Rivers	P O Box 1124	Elgin	Tx	78621	512 281-2463	Expire 12-31-2018
Vacant							12/31/2017
Vacant							Expire 12/31/2017
9							
members	*Five Citizens of City of Elgin, Two Members of Main St Board, Two Property Owners in Historic District, Two Members of Elgin Historical Assoc. Building Official or his designee shall serve as Secretary						



Elgin Main Street Board

The Elgin Main Street Board has nine members. There are four terms that expire December 31, 2017 – Ed Rivers, Joe Mallon, Dorothy McCarther, and Allan Tolbert.

Ed Rivers does not live in the City limits, owns property in the historic district and is the Vice President of County Operations for Independence Title company. He is willing to serve another term.

Joe Mallon does not live in the city limits, volunteers with the Hogeye Festival, and is willing to serve another term.

Allan Tolbert, does not live in the city limits, owns property in the district and is willing to serve another term.

Dorothy McCarther, lives in Elgin, owns a business downtown, but cannot serve another term at this time. She plans to continue working with the board through committees.

Charles McInnis has applied to serve on a city board. He has volunteered with the Hogeye Festival for several years. He lives in the Elgin City limits.

The ordinance requires that at least two members of the board own property in the district or be business owners in the district or be employees of a business within the district. At this time Ed Rivers, Allan Tolbert, Theresa McShan, Renee Girling and Katy Gassaway own property or a business in the district. Theresa McShan, Dorothy McCarther and Katy Gassaway live in the city limits.

The board meets on the 3rd Thursday of the month at 7:30am at Jalisco's Mexican Restaurant.

MAIN STREET BOARD			3rd Thurs 7:30 am					Term for 2 years
Ed	Rivers	P O Box 1124	Elgin	Tx	78621	512-281-2463		Expire 12/31/17
Dorothy	McCarther	104 Depot Street	Elgin	Tx	78621	512-281-3645		Expire 12/31/17
Joe	Mallon	2949 FM 1704	Elgin	TX	78621	512-658-4030		Expire 12/31/17
Theresa	McShan	501 S. Main St.	Elgin	Tx	78621	512-636-9669		12/31/2018
Allan	Tolbert	1363 A. Red Town Road	Elgin	TX	78621	512-699-4869		Expire 12/31/17
Jamie	Hausladen		McDade	Tx		512-229-8929		12/31/2018
Stacey	Gruetzner	5738 W FM 696	McDade	TX	78650	512-731-7872		12/31/2018
Renee	Girling	650 CR 468	Elgin	TX	78621	512-415-5218		12/31/2018
Katy	Gassaway	209 Harris Street	Elgin	TX	78621	512-923-1333		Expire 12/31/19
9 member board								

***bylaws require** At least two (2) owners of property within the downtown business district, or business owners within the downtown business district, or employees of a business within the downtown business district

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



December 2017 Parks Report.

Park Maintenance crews continue to work on several items that were outstanding, such as replacing rotten siding at the concession stand and fixing water leaks in the parks. I would like to mention that our custodial staff has been doing an excellent job. They always do a fantastic job, but I wanted to make sure they were recognized for the work they do day to day that may not get noticed.

Programs Report: -Patrick Nicks

In December we had Movies in the park showing A Christmas Carol and How the Grinch Stole Christmas. Small attendance due to weather at those movies. We will be looking to hold more events during the holiday season and see how we can facilitate them in the Rec Center next year. we also held the Gingerbread Man Workshop program at the Fleming Community Center. Huge hit, had roughly 50-60 people come out to decorate gingerbread men. It is exciting times to be growing the programing for Elgin Parks and Recreation.

Admin: -Kayla Trantham

Kayla has been an immense help in overseeing set up and facilitated city receptions for both retirement parties and welcome receptions. Kayla has played a role in ordering and reviewing equipment for the new recreation center, including check in equipment and office equipment. Kayla has insured that our staff is up to date on park rentals and special events as they happen throughout the week. Kayla is also working with Patrick to screen candidates for part time positions at the Recreation Center.

Elgin Recreation Center update

The Recreation Center is moving along, and we have taken several from City council to see the building in person. The doors and windows are being installed this month and from the outside it is starting to look like the finished product. We will be working with other City staff to put together a shelter policy and plan. This policy will help determine how the Shelter is run in the event that it is needed.

Goals for January 2017

- Order and plan for Recreation Center Furnishings
- Interview and Hire staff for the Recreation Center

Park Activity Summary		September 2017
Facility	Number of uses	
Park/ Pavilion Rental	6	
Ball Field Rental	10	
Fleming Community Center	45	
Deposits	\$3,055.00	

LIBRARY REPORT TO CITY OF ELGIN for December 2017

Civic Center was used for artisan market on December 2.

Circulation was up 52% with the collection size reduced 5% from December 2016.

Special Programing for December included Literary Event with Texas author Mike Cox on December 3rd and an Old Fashioned Christmas with the Friends of the Elgin Library on December 16th. Children's librarian had a Christmas Party on December 12. Recycle More Art Contest winners were awarded by Keep Bastrop County Beautiful at the party.

Staff and volunteers have almost completed the book inventory. It will be finished in January.

Categories	Units	Dec. '16	Dec. '17	Fiscal YTD'17	Fiscal YTD '18
Total Circulation		5,745	8,745	18,711	23,211
+ or - Same month previous year	Percent		52%+		
Additions					
Interlibrary Loans	Each	12	17	58	37
New Patrons	Each	51	74	227	235
Collection					
Items Added	Each	247	149	692	541
Items Withdrawn	Each	163	461	669	1,037
Total Collection	Each	39,593	37,453	39,593	37,453
General Statistics					
Gate Count		3,692	3,743	12,396	10,522
Hours Open	Each	163	154	469	463
Library Tours	Each	0	0	1	0
Program Visitors	Each	435	208	1,646	900
Public Computer Use	Hours	403	401	1,269	1,177
Patrons using computers	Each	571	594	1,888	1,887
Wifi Patron Usage	Each	NA	383	4,278	1,123
Volunteer Hours	Each	130	159	569	507
Receipts					
		\$884	\$2,861	\$2,552	\$5,604
Civic Center Use					
City	Each	1	3	9	32

Library	Each	20	17	58	43
Public Rental	Each	0	6	3	9
Other - not for profit	Each	3	0	19	4
Total Civic Center Use		24	26	89	88

OFFICE OF COURT ADMINISTRATION

TEXAS JUDICIAL COUNCIL



OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month December

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 Jan 18, 2018

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 December 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:	13,083	13	0	0	2,568	18
a. Active Cases	9,005	11	0	0	1,206	2
b. Inactive Cases	4,078	2	0	0	1,362	16
2. New Cases Filed	93	0	0	0	48	4
3. Cases Reactivated	16	0	0	0	10	0
4. All Other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket	9,114	11	0	0	1,264	6
6. Dispositions Prior to Court Appearance or Trial						
a. Uncontested Dispositions	88	0	0	0	22	0
b. Dismissed by Prosecution	7	0	0	0	1	0
7. Dispositions at Trial:						
a. Convictions						
1) Guilty Plea or Nolo Contendere	13	0	0	0	10	5
2) By the Court	0	0	0	0	0	0
3) By the Jury	0	0	0	0	0	0
b. Acquittals:						
1) By the Court	0	0	0	0	0	0
2) By the Jury	0	0	0	0	0	0
c. Dismissed by Prosecution	0	0	0	0	0	0
8. Compliance Dismissals:						
a: After Driver Safety Course	20					
b: After Deferred Disposition	2	0	0	0	3	0
c: After Teen Court	0	0	0	0	0	0
d: After Tobacco Awareness Course					0	
e: After Treatment for Chemical Dependency				0	0	
f: After Proof of Financial Responsibility	2					
g: All Other Transportation Code Dismissals	0	0	0	0	0	0
9. All Other Dispositions	3	0	0	0	1	1
10. Total Cases Disposed	135	0	0	0	37	6
11. Cases Placed On Inactive Status	76	0	0	0	36	0
12. Total Cases Pending End of Month:	13,041	13	0	0	2,579	16
a: Active Cases	8,903	11	0	0	1,191	0
b: Inactive Cases	4,138	2	0	0	1,388	16
13. Show Cause Hearings Held	24	0	0	0	10	0
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 December	Year 2017	
1. Transportation Code Cases Filed		0
2. Non-Driving Alcoholic Beverage Code Cases Filed		0
3. Driving Under the Influence of Alcohol Cases Filed		0
4. Drug Paraphernalia Cases Filed		0
5. Tobacco Cases Filed		0
6. Failure to Attend School Cases Filed		0
7. Education Code (Except Failure to Attend) Cases Filed		0
8. Violation of Local Daytime Curfew Ordinance Cases Filed		0
9. All Other Non-Traffic Fine-Only Filed		0
10. Transfer to Juvenile Court:		0
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:		0
a. Warnings Administered		0
b. Statements Certified		0
14. Detention Hearings Held		0
15. Orders for Non-Secure Custody Issued		0
16. Parent Contributing to Nonattendance Cases Filed		0

ADDITIONAL ACTIVITY

Court CITY OF ELGIN	Number Given	Number Requests For Counsel
Month December Year 2017		
1. Magistrate Warnings: a. Class C Misdemeanors	28	
b. Class A and B Misdemeanors	15	9
c. Felonies	8	5
		TOTAL
2. Arrest Warrants Issued: a. Class C Misdemeanors		112
b. Class A and B Misdemeanors		1
c. Felonies		0
3. Capiases Pro Fine Issued		17
4. Search Warrants Issued		0
5. Warrants for Fire, Health and Code Inspections Filed		0
6. Examining Trials Conducted		0
7. Emergency Mental Health Hearings Held		0
8. Magistrate's Orders for Emergency Protection Issued		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: a. Partial Satisfaction		0
b. Full Satisfaction		5
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit		14
16. Cases in Which Fine and Court Costs Waived for Indigency		5
17. Amount of Fines and Court Costs Waived for Indigency		\$1,860.30
18. Fines, Court Costs and Other Amounts Collected: a. Kept by City		\$16,021.82
b. Remitted to State		\$9,920.36
c. Total		\$25,942.18

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

Type of Inspections	Dec-16	Dec-17	Fiscal Yr. To Date	Calendar Yr. To Date
Building	44	60	138	403
Electrical	31	44	89	305
Plumbing	21	59	120	346
Gas	15	6	18	56
Mechanical	19	20	36	110
TOTAL	130	189	401	1220
Building Permits	8	15	69	263
Value	\$ 118,207.00	\$ 840,724.75	\$ 5,170,909.02	\$ 32,290,867.93
Fees	\$ 1,324.95	\$ 7,312.71	\$ 27,071.64	\$ 149,622.39
Electrical Permits	6	10	26	141
Fees	\$ 730.00	\$ 1,740.00	\$ 4,460.00	\$ 20,540.00
Plumbing Permits	5	10	25	107
Fees	\$ 750.00	\$ 1,660.00	\$ 4,440.00	\$ 18,720.00
Gas Permits	4	2	16	45
Fees	\$ 460.00	\$ 260.00	\$ 1,970.00	\$ 5,880.00
Mechanical Permits	7	10	10	51
Fees	\$ 980.00	\$ 1,380.00	\$ 1,410.00	\$ 6,960.00
Total All Fees	\$ 4,244.95	\$ 12,352.71	\$ 39,351.64	\$ 201,722.39

**December 2017
Building Permits**

Number of Permits		Type/Classification	Permit Fees		Valuation	
Dec-16	Dec-17		Dec-16	Dec-17	Dec-16	Dec-17
1	7	New Single Family	\$ 750.05	\$ 6,125.65	\$ 85,000.00	\$ 755,840.00
		New Duplex				
		New Manufactured				
		New Multi-Family				
		New Commercial				
		New Industrial				
		New Swimming Pools				
	1	Moving Permit		\$ 473.00		\$ 50,000
4	3	New Signs	\$ 344.94	\$ 157.32	\$ 20,200.00	\$ 4,784.75
3	4	Residential	\$ 229.96	\$ 556.74	\$ 13,007.00	\$ 30,100.00
		Non-Residential				
		Demolitions				
8	15		\$ 1,324.95	\$ 7,312.71	\$ 118,207.00	\$ 840,724.75
*BOA Request		None				
P & Z Request		None				
Code Enforcement	Active Dec 2016	Active Dec 2017	Closed Dec 2016	Closed Dec 2017	Calendar YTD	
Abandoned/Junked			2		96	
Animal Control					1	
Beer Permits					0	
Environmental				2	71	
Fire Code					0	
Health and Sanitation					3	
Illegal Signs			27	25	685	
Property Maintenance			4	3	71	
Unsafe Structures			2		6	
Water/Sewer					1	
Zoning					3	
Total	0	0	35	30	937	

*Board of Adjustments

Submitted By: Carlos Navejas
Date: January 10, 2018

Public Works – December – 2017

Right of Way and Easement mowing and maintenance:

TX DOT Right of Way mowing/maintenance, and City of Elgin Right of Way shredding, mowing, weed eating and maintenance is ongoing

Sign replacement and repairs:

Stop sign and pole Williams Street and West Cleveland Street
2 - Stop signs and poles North Avenue H and Lexington Road
2 - Stop signs and poles North Avenue F and 7th Street
Replaced stop sign Martin Luther King Boulevard and Hall Street
Replaced stop sign Madison Street and Houston Street
Replaced stop sign U. S. 95 South and Mogonye Lane
Replaced 2 - New dip signs Louise Street

Permanent Street, utility cut repairs, pot hole repairs:

Joe Sayers Street
North Avenue F
2 locations Shenandoah Trail
Added base to edge of pavement Lexington Road
Added base and bladed alley off East 7th Street
Added cold mix to edge of pavement on Taylor lane
Cleaned loose gravel from chip seal streets
Saw cut utility cuts throughout town
Multiple locations
Pot hole patch throughout town
Multiple locations

Curb, Gutters, Drains, and Ditch Cleaning

East Brenham Street between Rail Road Tracks to Martin Luther King Boulevard
North Avenue C from West 2nd Street to East 11th Street
Cleaned ribbon curb East 6th Street
Cleaned curb and gutter East 8th Street between North Avenue F and North Avenue H
Cleaned ribbon curb Bill Street, Author Street, and Carolina Street
Cleaned ribbon curb East 3rd Street, Ellis Place, and East 5th Street

Litter Control

U. S. Highway 290 East and West
Taylor Road
Central Avenue
Main Street
Lee Dildy Boulevard

Dumped Debris Removal:

Roy Rivers Road

Trees and Brush:

- Limb North Avenue F
- Brush and low limbs covering stop sign West Brenham Street and Williams Street
- Low limbs East 7th Street and North Avenue F
- Brush covering stop sign Q.S. Goins Lane and Bill Street
- Trimmed low limbs West Cleveland Street
- Trimmed low limbs Williams Street
- Trimmed low limbs Martin Luther King Boulevard
- Trimmed low limbs South Avenue C
- Trimmed low limbs Old McDade Road

Miscellaneous:

- Unclogged drains down town (heavy rain)
- Put out temporary stop signs on U. S. Highway 290 per Police Department request (lights out)
- Completed preventive maintenance on several Public Works Department vehicles and equipment

Saratoga Farms Subdivision: Section 3 and 4

Substantially complete

Lee Dildy Boulevard: (Portion)

Complete – awaiting final acceptance by the City

Lee Dildy and Roy Rivers Boulevard Extension Project

Project was awarded to Patin Construction LLC, for \$2,829,915.50 on December 5, 2017 City Council meeting. Construction scheduled to begin January 2018

FM 1100 Sidewalk Project: (TXDOT – TAP. SJ:0914-00-393)

Scheduled to begin construction January 2018 beginning on County Line Road.

Acknowledgments:

Karol Jarmon – Public Works Department Administrative Assistant received Employee of the year for 2017.

Joe Parten

Director, Public Works
City of Elgin

UTILITY BILLING REPORT		December 2017
Billed out	\$469,084.22	
Past due notices	597	\$88,398.85
Work orders-Cut offs	55	
Disconnected for non pmt	47	
Extension to pay 1st	45	
Extension due for disconnect	1	
Meter tamper fee	0	
After Hour turn on	2	
Accounts set to final	5	for non pmt

METER REPORT		
WORK ORDERS	COMPLETED	INCOMPLETE
START READ	36	5
FINAL READ	41	3
TRANSFERS / IN AND OUT	6	0
CTO'S / DISCONNECT NON-PMT	44	0
SET METER	2	7
ERT REPLACEMENTS	2	18
METER REPLACEMENTS	18	64
VISUAL READS	18	
FAILURE TO READ (MOBILE MISS)	31	0
RE READS	28	0
WL / CHECK FOR WATER LEAK	10	3
METERS DATA LOGGED	4	2
MISCELLANEOUS	22	28
TOTAL NUMBER OF WORK ORDERS	262	130
CURB STOPS		
BROKEN CURB STOPS	0	32
TOTAL NUMBER OF WORK ORDER	0	32
BULK WATER		
PURCHASES	7	
TRIPS/GALLONS	14/6300	
TOTAL COLLECTED	\$26.46	

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

310 N. Main Street
512-229-3220 office

Monthly Reports December 2017

Department 023 Water Treatment

Well # 10	0 Gallons
Well # 11	15,359,000 Gallons
Well # 14	0 Gallons
Well # 15	17,192,000 Gallons
Water loss due to leaks or flushing	100,000 Gallons
Total Water Pumped	33,125,000 Gallons

Chemicals Used

Chlorine	792 Pounds
Sequest	150 Gallons

Distribution Samples

Bacteriological Samples Taken	11
Average Chlorine Residual	1.81 mg/l
Violations	0

Department 024 Distribution

Line Repairs/New installations

Main Line Breaks	4
Service Line Breaks	7
Miscellaneous Repairs/Complaint Calls	20
New Connections/Taps	0
Installation of New Water Main	0

Department 026 Wastewater

Collections

Backups

Main Lines	0
Service Lines	6
After Hours Call-Outs	7

Line Repairs/New Installations

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

Lift Station Maintenance/Repairs

Hour Meter Reads/Daily Site Checks	9 Daily
Pumps Pulled	1
Pumps Installed	0
Pumps De-raged	1
Motors Pulled	1
Motors Installed	0
Electrical Issues (Repair/Replace Parts)	1
Floats Cleaned/Replaced	0
Grass/Weed Maintenance	2
After Hours Call Outs	6

Wastewater Treatment Plant**Maintenance/Repairs**

Pumps Pulled	1
Pumps Installed	0
Motors Pulled	0
Motors Installed	0
Control System/Electrical Repairs	0
Cleaned Wet Well Floats	1
Miscellaneous Repairs	23
After Hours Call-Outs	0

Chemicals Used

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

Monthly Plant Flows and Test Results

Minimum Daily Flow	514,000 Gallons
Maximum Daily Flow	1,243,800 Gallons
Average Daily Flow	636,800 Gallons
Total Monthly Flow	19,740,200 Gallons

Effluent DO (Dissolved Oxygen) Average	7.89
Effluent Chlorine Residual Average	1.99 mg/l
Effluent pH Average	7.37
Total Phosphorus Average	0.134
CBOD (Carbonaceous Biochemical Oxygen Demand) Average	3.1
TSS (Total Suspended Solids) Average	2.88
Ammonia/Nitrates Average	0.306

Remarks :



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

Review and consider certain street closures for the 4th annual Superhero 5K on Saturday March 10th, 2018 From 8:00 am to 12:00 pm

DEPARTMENT: Parks & Recreation

PROPOSED ACTION:

Consider formal approval of request for temporary street closures as described.

BACKGROUND:

This event is a fundraiser to help support research for Juvenile Diabetes. This is the 4th annual event in downtown Elgin with participation growing every year.

The 5k route will run in a loop near downtown and street closures included South Ave C – from Central Ave to West 11th, West 2nd – from Ave C to West 11th. West 11th from West 2nd to Ave C on from 8:00 a.m – 12:00 p.m The Elgin Volunteer Fire Department has kindly offered to assist in road closures, as well. They've offered to help in any way they can for this event.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

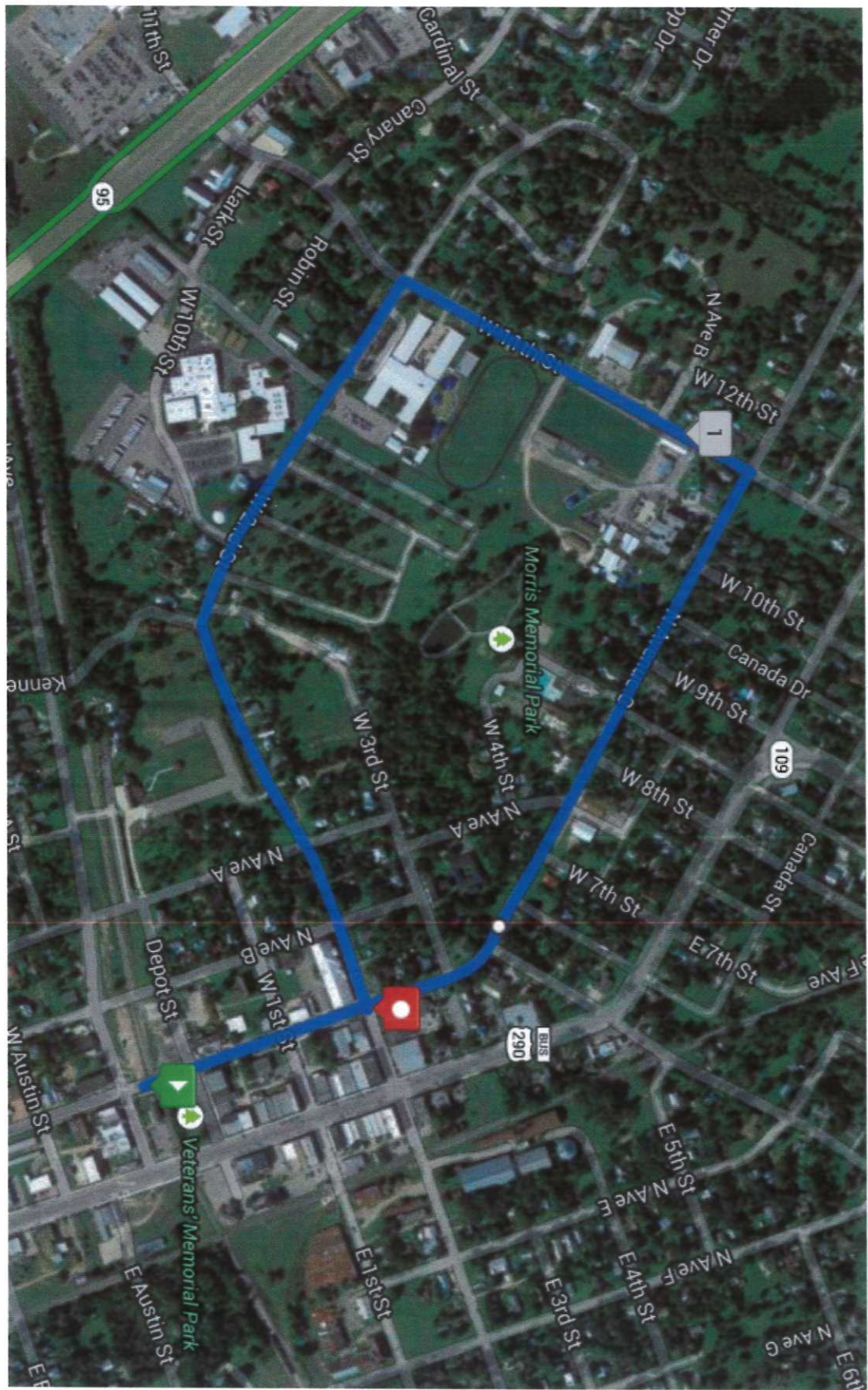
Approval of certain street closures for the 4th annual Superhero 5K on Saturday March 10th, 2018 From 8:00 am to 12:00 pm

ATTACHMENTS:

Map of street closures for Superhero 5k

- ☐ 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:

A RESOLUTION OF THE CITY OF ELGIN, TEXAS ADOPTING A CODE OF CONDUCT POLICY REGARDING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Community Development

PROPOSED ACTION:

Approve resolution _____ adopting a code of conduct policy for Community Development Block Grant funds.

BACKGROUND:

The Texas Department of Agriculture requires that Cities receiving Community Development Block Grant funds have a code of conduct policy in place. The policy was provided by the Department of Agriculture and is consistent with the City of Elgin's purchasing policy. CDBG grants include utility projects, Texas Capital Fund, and disaster recovery grants.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

approve resolution _____

ATTACHMENTS:

Code of Conduct Policy
Resolution

☐ 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.

CODE OF CONDUCT POLICY

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Texas Community Development Block Grant (TxCDBG) Program. The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, [Uniform Grant Management Standards by Texas Comptroller](#), 24 CFR 570.489(g) & (h), and 2 CFR 200.318

CODE OF CONDUCT

As a Grant Recipient of a TxCDBG contract, City of Elgin shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the TxCDBG contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of the City of Elgin shall participate in the selection, award, or administration of a contract supported by TxCDBG funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of the City of Elgin shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving TxCDBG funds, that has any CDBG function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the TxCDBG activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet a National Program Objective, that might potentially receive benefits from TxCDBG awards may not participate in the selection, award, or administration of a contract supported by CDBG funding.

Any alleged violations of these standards of conduct shall be referred to the City of Elgin City Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Passed and approved this ____ day of _____, 20__.

Chris Cannon, Mayor
City of Elgin _

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ELGIN, TEXAS ADOPTING A CODE OF CONDUCT POLICY REGARDING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, the Texas Department of Agriculture requires that Cities receiving Community Development Block Grant funds have a Code of Conduct policy in place; and,

WHEREAS, Community Development Block Grant funds grants include utility projects, Texas Capital Fund, and disaster recovery grants; and,

WHEREAS, the Code of Conduct policy has been provided by the Department of Agriculture and is consistent with the City of Elgin's purchasing policy.

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 City of Elgin does hereby adopt and approve the Texas Department of Agriculture Code of Conduct policy, a copy of which 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 6th day of February 2018.

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

City Council Regular Meeting Minutes - January 2, 2018

DEPARTMENT: Administration

PROPOSED ACTION:

Review of the January 2, 2018 City Council Meeting Minutes.

BACKGROUND:

N/A

BUDGET/FINANCIAL IMPACT:

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

N/A

RECOMMENDATION:

Approval of the January 2, 2018 City Council Meeting Minutes.

ATTACHMENTS:

City Council Meeting Minutes - 1-2-18

- ☐ 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
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET
TUESDAY, JANUARY 2, 2018**

CALL TO ORDER

ROLL CALL

Present: Chris Cannon, Mayor

Juan Gonzalez, Mayor Pro Tem

Mary Penson, Council Member

Susie Arreaga, Council Member

Jessica Bega, Council Member

Daniel Lopez, Council Member

Phillip Thomas, Council Member

Sue Brashar, Council Member

Neil Beyer, Council Member

Mayor Chris Cannon certified there was a quorum and called the meeting to order at 7:00 p.m.

Staff: Thomas L. Mattis, City Manager

Charles Cunningham, Director of Finance

Patrick South, Police Chief

Owen Rock, Director Economic Development

Michael Gonzalez, Director Parks and Rec.

Doug Prinz, Utilities Director

INVOCATION

Council Member Penson gave the invocation.

PLEDGE OF ALLEGIANCE

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

CITY COUNCIL MEETING MINUTES

January 2, 2018 – Page 2

City Annex Council Chambers

PUBLIC COMMENT

Mayor Cannon opened Public Comments.

With no one wishing to speak, Mayor Cannon closed the Public Comment period.

PRESENTATIONS

1. A Proclamation declaring January 15, 2018 as Dr. Martin Luther King, Jr. and Coretta Scott King Day in the City of Elgin.

Mayor Cannon read the Proclamation declaring January 15, 2018 as Dr. Martin Luther King, Jr. and Coretta Scott King Day in the City of Elgin and presented it to Mr. Byron Mitchell who was in attendance. Mr. Mitchell invited everyone to come to Smithville for the march and program at the Smithville Recreation Center.

2. Introduction of new employee - Elgin Police Department, AC Phil Taylor
 - Jacklen Taylor, Telecommunication.

Assistant Chief Phil Taylor introduced Jacklen Taylor, a new employee for the Elgin Police Department.

Owen Rock, Director of Economic Development, introduced Sandra Barrier, a former employee, newly hired as the Executive Administrative Assistant.

CITY MANAGER'S REPORT

1. Monthly Departmental Activity Reports – November

City Manager Thomas Mattis stated that the monthly reports were attached.

2. General Activity Report and Project Report

Mr. Mattis stated that he had asked the Finance Director, Charles Cunningham to give the Council a report on the recreation center and where it stands financially. Mr. Cunningham stated this would be the type of report they will do on a more consistent basis, and that they were on time and on budget with sufficient funds for furniture and fixtures.

Mr. Cunningham also provided a financial summary detailing revenue and expenses to date on the recreation center, and showing the remaining balance for furniture, IT equipment and other shelter furniture.

CITY COUNCIL MEETING MINUTES

January 2, 2018 – Page 3

City Annex Council Chambers

City Manager Thomas Mattis introduced the new Chief of Police, Patrick South.

CONSENT AGENDA

1. Consider waiver of the City's Open Container Ordinance for the Friends of Elgin Parks Spring Music Series
2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, TO CERTIFY LOCAL FUNDING AND SUPPORT OF THE COUNTY LINE ROAD ENGINEERING PROJECT TO THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION FOR FUNDING IN THE 2019-2022 PROJECT CALL.
3. City Council Regular Meeting Minutes - December 5, 2017
4. City Council Special Meeting Minutes - December 12, 2017
5. Consider waiver of the City's Open Container Ordinance on Main Street from Lexington Road to Brenham Street; and on Second Street, First Street, Depot Street, Central Avenue, Austin Street, Brenham Street from Main Street to Avenue C; and on Avenue C from Brenham Street to 2nd Street on 2nd Thursdays January 11, February 8, March 8, April 12, May 10, June 14, July 12, August 9, September 13, October 11, November 8, December 13 from 5pm to 8pm in support of 'Sip Shop and Stroll' events.

Council Member Brashar moved to approve the five items on the consent agenda. Council Member Penson seconds the motion. Motion carried unanimously 9-0.

NEW BUSINESS

1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY AND AQUA WATER SUPPLY CORPORATION IN CONNECTION WITH THE BOUNDARY LINES OF THEIR RESPECTIVE CERTIFICATES OF CONVENIENCE AND NECESSITY FOR THE PROVISION OF WATER SERVICES AND MAKING CERTAIN FINDINGS RELATED THERETO.

Council Member Penson moved to approve the Resolution as presented. Council Member Brashar seconds the motion. Motion carried unanimously 9-0.

2. Consideration, discussion and possible action to award an engineering services contract to TRC Engineering for the preparation of the City of Elgin's 2018 TxCDBG Texas Capital Fund (TCF) Application and subsequent contract implementation if application is funded.

CITY COUNCIL MEETING MINUTES

January 2, 2018 – Page 4

City Annex Council Chambers

Council Member Thomas moved to award the engineering contract to TRC for engineering services. Council Member Lopez seconds the motion. Motion carried 9-0.

3. Consideration, discussion and possible action to award the grant administration services contract to Langford Community Management for the preparation of the City of Elgin's 2018 TxCDBG Texas Capital Fund (TCF) Application and subsequent contract implementation if application is funded.

Council Member Brashar moved to approve the item as presented. Council Member Brashar seconds the motion. Motion carried 9-0.

4. Consider a request from Brohn Homes to waive or reduce fees for Operation Finally Home project.

Council Member Penson moved to waive all fees associated with the Operation Finally Home project. Council Member Arreaga seconds the motion. Motion carried 9-0.

5. A RESOLUTION OF THE CITY OF ELGIN, TEXAS ADOPTING A WRITTEN INVESTMENT POLICY AND INVESTMENT STRATEGY REGARDING THE INVESTMENTS OF CITY FUNDS.

Council Member Beyer moved to adopt a written investment policy and investment strategy regarding investments. Council Member Thomas seconds the motion. Motion carried 9-0.

6. Re-Appointment of Council Member Jessica Bega to the Clean Air Coalition as Committee Member representing the City of Elgin

Council Member Penson moved to re-appoint Council Member Bega to the Clean Air Coalition as Committee Member representing the City of Elgin. Council Member Lopez seconds the motion. Motion carried 9-0.

ANNOUNCEMENTS

Council Member Penson announced a blood drive on January 24th at the Fleming Center from noon to 6 p.m.

ADJOURNMENT

Mayor Cannon adjourned the City Council meeting at 7:45 p.m.

CITY COUNCIL MEETING MINUTES
January 2, 2018 – Page 5
City Annex Council Chambers

APPROVED

Chris Cannon, Mayor

ATTEST:

Amelia Sanchez, City Secretary



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE FROM R-2 TO R-3 SINGLE FAMILY DWELLING DISTRICT, THE PROPERTY BEING APPROXIMATELY 0.647 ACRE OUT OF THE THOMAS CHRISTIAN ABSTRACT NO. A20, CITY OF ELGIN, BASTROP COUNTY, TEXAS; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

DEPARTMENT: Planning & Development

PROPOSED ACTION:

Consideration of the Ordinance and requested zoning change as presented.

BACKGROUND:

A zoning change request was submitted to the Planning and Zoning Commission by Ms. Sandy Menley owner of property located at 832 E. 2nd. St. and being located in Abs. A20 Thomas Christian, 0.647 acres. The property is currently zoned R-2 and requires a lot to be 7500 sq.ft. and the request is to change to R-3 which requires a lot to be at least 6000 sq.ft.

Her intent is to create three lots for two additional single family dwellings

The Planning and Zoning Commission held the first public hearing on this proposed zoning change on Monday, January 29, 2018. The minutes for that meeting are attached.

BUDGET/FINANCIAL IMPACT:

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

N/A

RECOMMENDATION:

The Planning and Zoning Commission voted to recommend the change from R-2 to R-3 as requested. Staff recommends approving and adopting the zoning ordinance as presented.

ATTACHMENTS:

Application

Zoning Ordinance

January 29, 2018 Planning & Zoning Aenda

Draft Minutes from January 29, 2018 Planning and Zoning Meeting

- ☐ 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
Application to appear before the Planning and Zoning Commission

Date of Application: 11/27/17

REQUEST FOR: (check one)

☒ R-3

☐

ZONING

SPECIAL USE

Volume and page of deed(s) to property and size of tract(s):

DOCUMENT # 11076 3 TRACTS: 7250.6^{sq ft}, 6795.2^{sq ft}, 6798.2^{sq ft}

(if property is described as acreage, three copies of metes and bounds are to accompany this application)

LEGAL DESCRIPTION

.647 AC THOMAS CHRISTIAN SV A20

Lot Block Subdivision Section Phase

832 E 2ND, ELGIN, TX 78621 R-2

Street Address

Zone

DIMENSIONS OF LOT:

311.21' 100' 28,188.32

Frontage

Depth

Square Feet

(SOME LOST IN WESTBROOK L

Present use of property:

RESIDENTIAL SFR

Proposed use of property:

SAME - 3 LOTS - 3 single family homes

Date of purchase of property:

7/19/17

Existing Building On Property?: ☒ Yes

☐ No

I MOVED IT TO BE 25' OFF EACH PROPERTY LINE

APPLICATION CONTINUED

OWNER'S NAME (printed) SANDRA J MENLEY		AGENT'S NAME (IF APPLICABLE) (printed)	
ADDRESS P.O. BOX 1000 1163 S WESTBROOK LN) ELGIN		ADDRESS	
CITY ELGIN	ZIP 78621	CITY	ZIP
PHONE 512-963-1113	FAX 512-281-3058	PHONE	FAX
OWNER'S SIGNATURE <i>Sandra J Menley</i>		AGENT'S SIGNATURE	

Officers or principals and positions held (if applicable)

Note: Copies of all correspondence from to or to the Building Official of the City of Elgin related to this appeal will be submitted with this application form at the time of filing.

City of Elgin use only	
Fee Paid \$ <u>350.00</u>	Date Received <u>11/27/17</u>
Received by: <u>M. Lipiec</u>	

APPLICATION CONTINUED

OWNER'S NAME (printed) SANDRA J MENLEY		AGENT'S NAME (IF APPLICABLE) (printed)	
ADDRESS P.O. BOX 1000 1163 S WESTBROOK LN) ELGIN		ADDRESS	
CITY ELGIN	ZIP 78621	CITY	ZIP
PHONE 512-963-1113	FAX 512-281-3058	PHONE	FAX
OWNER'S SIGNATURE Sandra J Menley		AGENT'S SIGNATURE	

Officers or principals and positions held (if applicable)

Note: Copies of all correspondence from to or to the Building Official of the City of Elgin related to this appeal will be submitted with this application form at the time of filing.

City of Elgin use only	
Fee Paid \$ <u>350.00</u>	Date Received <u>11/27/17</u>
Received by: <u>M. Lipiec</u>	

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE FROM R-2 TO R-3 SINGLE FAMILY DWELLING DISTRICT, THE PROPERTY BEING APPROXIMATELY 0.647 ACRE OUT OF THE THOMAS CHRISTIAN ABSTRACT NO. A20, CITY OF ELGIN, BASTROP COUNTY, TEXAS; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, an application has been made to the City Council of Elgin, Texas to amend the Official Zoning Map to rezone the property described in Exhibit “A” attached hereto and incorporated herein, from R-2 Single Family and Duplex Dwelling District to R-3 Single Family Dwelling District, and

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

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on January 29, 2018, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the zoning classification of the property described in Exhibit “A” be R-3 Single Family Dwelling District, and

WHEREAS, on the 5th day of February, 2018, after proper notification, the City Council held a public hearing on the requested zoning, and

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

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

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

I.

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

II.

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

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

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

READ, PASSED, and ADOPTED on first reading this the 5th day of February, 2018

CHRIS CANNON, MAYOR

ATTEST:

Amelia Sanchez, City Secretary



AGENDA
ELGIN PLANNING AND ZONING COMMISSION
PUBLIC HEARING/REGULAR MEETING
MONDAY, JANUARY 29, 2018, 6:30 P.M.
CITY HALL ANNEX COUNCIL CHAMBERS
310 NORTH MAIN STREET

CALL TO ORDER

PUBLIC COMMENT

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

CONSENT

1. Approval of minutes, November 30, 2017.

UNFINISHED BUSINESS

1. NONE.

NEW BUSINESS

1. REVIEW AND MAKE POSSIBLE RECOMMENDATIONS TO THE ELGN CITY COUNCIL ON A ZONING CHANGE SUBMITTED BY SANDY MENLEY, OWNER OF THE PROPERTY LOCATED IN ABS A20 THOMAS CHRISTIAN, 0.647 ACRES, 832 EAST 2ND STREET, CITY OF ELGIN, COUNTY OF BASTROP, TEXAS, TO CHANGE THE ZONING FROM R-2 TO R-3.
2. REVIEW AND TAKE ACTION ON A FINAL PLAT SUBMITTED BY CARLSON, BRIGANCE AND DOERING, INC. FOR SF DEVELOPMENT INC., OWNER OF THE PROPERTY LOCATED IN ABS A59 ELIZABETH STANDIFER, TRACT 1FR, AND OUT OF 53.184 ACRES, CITY OF ELGIN, COUNTY OF BASTROP, TEXAS, TO DIVIDE THEIR PROPERTY INTO 85 LOTS TO BE KNOWN AS SARATOGA FARMS, SECTION 5.
3. REVIEW AND TAKE ACTION ON A FINAL PLAT SUBMITTED BY TRC SOLUTIONS, INC. FOR THE ELGIN ECONOMIC DEVELOPMENT CORPORATION, THE OWNER OF THE PROPERTY LOCATED IN A18 JONATHAN BURLESON AND A59 ELIZABETH STANDIFER, AND BEING APPROXIMATELY 60.869 ACRES, CITY OF ELGIN, COUNTY OF BASTROP, TEXAS TO DIVIDE THE PROPERTY INTO EIGHT (8) LOTS TO BE KNOWN AS "ELGIN BUSINESS PARK II".

EXECUTIVE SESSION

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

RECONVENE

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

ANNOUNCEMENTS

ADJOURNMENT

NOTICE

I, Gary N. Cooke, Director Planning & Development for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before the 12th of January, 2018 before 5:00 p.m. in accordance with Chapter 551 of the Texas Government Code. The Elgin City Council will hold a public hearing on item #1 on Tuesday, February 6, 2018 at 7:00 pm in the City Hall Annex Council Chambers.



Gary N. Cooke, Director Planning & Development

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

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

MINUTES
PLANNING AND ZONING COMMISSION
PUBLIC HEARING-SPECIAL MEETING
MONDAY, JANUARY 29, 2018 – 6:30 PM

CALL TO ORDER: Chairman Antonio Prete called the meeting to order at 6:30 PM.

PRESENT: Ronnie Creppon Brian Lundgren, Antonio Prete, Dorothy McCarther, David Lanford, Rudy L. Ramirez. Staff: Gary N. Cooke, Melissa Lipiec, Michael Hinds, Kim Culp – TRC Solutions (City Engineer)

Absent: None. We have one vacant seat on the board that was previously held by Geno Chavarria.

Guest: Ronnie Moore of Carlson, Brigance and Doering, Inc. representing SF Development, LaBarbera Robertson, Bobby Harrell, Kirby Robertson, Wille Robertson, Lisa Robertson.

PUBLIC COMMENT: None

MINUTES: Brian Lundgren made a motion to approve the minutes of the November 30, 2017 meeting as presented. Rudy L. Ramirez seconded the motion and a vote was taken. The motion passed with a vote of five (5) yes and zero (0) no with David Lanford abstaining due to the fact that he was not present at that meeting.

UNFINISHED BUSINESS: None

NEW BUSINESS:

1. REVIEW AND MAKE POSSIBLE RECOMMENDATIONS TO THE ELGN CITY COUNCIL ON A ZONING CHANGE SUBMITTED BY SANDY MENLEY, OWNER OF THE PROPERTY LOCATED IN ABS A20 THOMAS CHRISTIAN, 0.647 ACRES, 832 EAST 2ND STREET, CITY OF ELGIN, COUNTY OF BASTROP, TEXAS, TO CHANGE THE ZONING FROM R-2 TO R-3. Chairman Tony Prete asked the audience if there was anyone present who wished to speak on this item. No one came forward. He then read a statement from Willie Ray Penson, owner of parcel number 57507 on North Westbrook Lane who contacted the Planning and Zoning office to express his opposition to the proposed zoning change siting environmental impact, wildlife impact and drainage. Gary N. Cooke then addressed the commission and informed them that the property owner Sandy Menley, was sick with the flu so she would not be attending the meeting but would be available by phone if the commission had any questions for her. He then went on to explain that Ms. Menley would like to subdivide the property into three lots and in order to do that she would have to request a zoning change from R-2 to R-3. He also stated that Ms. Menley eliminated the building line encroachment that existed when she purchased the property. She had the existing house moved behind the front and side building lines in order to bring the property from a legal non-conforming use to a conforming use. LaBarbera Robertson of 111 Butler Lane then asked to address the commission. She stated that she was concerned that the width of North Westbrook Lane was too narrow to accommodate anymore traffic due to more lots. She stated that she was opposed to the subdivision. David Lanford asked if there were any long term plans to improve Westbrook Lane. Gary N. Cooke responded that half of North Westbrook Lane belongs to the City and the other half belongs to the County. He also stated that the new lots would be required to provide two off street parking spaces for each dwelling unit; that would mean two more additional dwellings and four additional cars per day on a street that abuts a farm to market road. Kirby Robertson of 313 N Westbrook Lane then addressed the commission. He asked what if the people in one of the new houses has a party or gathering; where is everyone going to park? He stated that he would not be able to pass by to get from F.M. 3000 to North Westbrook Lane. Willie Robertson of 215 Q. S. Goins then asked a question regarding modular home foundations which was irrelevant to this item. After a bit more discussion David Lanford made a motion to approve the recommendation to the Elgin City Council for the zoning change requested by Sandy Menley from R-2 to R-3. Rudy L. Ramirez seconded the motion and a vote was taken. The motion passed with a vote of four (4) yea and two (2) no. Ronnie Creppon and Antonio Prete voted against the change.

2. REVIEW AND TAKE ACTION ON A FINAL PLAT SUBMITTED BY CARLSON, BRIGANCE AND DOERING, INC. FOR SF DEVELOPMENT INC., OWNER OF THE PROPERTY LOCATED IN ABS A59 ELIZABETH STANDIFER, TRACT 1FR, AND OUT OF 53.184 ACRES, CITY OF ELGIN, COUNTY OF BASTROP, TEXAS, TO DIVIDE THEIR PROPERTY INTO 85 LOTS TO BE KNOWN AS SARATOGA FARMS, SECTION 5. Gary N. Cooke addressed the commission stating that Ronnie Moore of Carlson, Brigance and Doering was present to answer any questions

they may have regarding this final plat. David Lanford asked about connectivity for Schuyerville Drive and Saranac Drive. Mr. Moore responded that they connect to Section 4 which was previously approved by the commission. He then asked about connectivity at Adirondak Pass. Mr. Moore responded that he was instructed to keep that connectivity to the Elgin Business Park II by the property owner, Elgin Economic Development Corporation. Ronnie Creppon made a motion to approve the final plat of the Saratoga Farms Section 5 subdivision as presented. Brian Lundgren seconded the motion and a vote was taken. The motion passed unanimously with a vote of six (6) yes and zero (0) no.

3. REVIEW AND TAKE ACTION ON A FINAL PLAT SUBMITTED BY TRC SOLUTIONS, INC. FOR THE ELGIN ECONOMIC DEVELOPMENT CORPORATION, THE OWNER OF THE PROPERTY LOCATED IN A18 JONATHAN BURLESON AND A59 ELIZABETH STANDIFER, AND BEING APPROXIMATELY 60.869 ACRES, CITY OF ELGIN, COUNTY OF BASTROP, TEXAS TO DIVIDE THE PROPERTY INTO EIGHT (8) LOTS TO BE KNOWN AS "ELGIN BUSINESS PARK II". Gary N. Cooke addressed the commission and reminded them that they approved the preliminary plat of the Elgin Business Park II at the last meeting. This is now the final plat and Kim Culp of TRC Solutions was present to answer any questions. Ronnie Creppon made a motion to approve the final plat of the Elgin Business Park II subdivision as presented. Dorothy McCarther seconded the motion and a vote was taken. The motion passed unanimously with a vote of six (6) yes and zero (0) no.

ANNOUNCEMENTS: Gary N. Cooke informed the commission that Geno Chavarria resigned his position with the Planning and Zoning Commission in December. He reminded the commission that Mr. Chavarria was the Co-chair for the commission and they would need to elect a new co-chair. Ronnie Creppon volunteered to serve as Co-chair and everyone agreed so a vote was taken.

ADJOURN: 7:14 pm

Antonio Prete

Chairman, Planning and Zoning Commission

ATTEST:

Gary N. Cooke
Secretary, Planning and Zoning Commission



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

AN ORDINANCE OF THE CITY OF ELGIN, TEXAS GRANTING, UPON FINAL EXECUTION BY THE MAYOR, AN AMENDED AND EXTENDED FRANCHISE AGREEMENT WITH REPUBLIC SERVICES FOR A SEVEN (7) YEAR TERM COMMENCING ON THE EFFECTIVE DATE; CONTAINING VARIOUS TERMS AND CONDITIONS WITH REGARD TO THE EXTENSION OF SUCH FRANCHISE; CONTAINING A SEVERABILITY CLAUSE; DECLARING AN EFFECTIVE DATE AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Administration

PROPOSED ACTION:

Consideration of an Ordinance amending and extending the City's franchise agreement and contract with Republic Services for the curbside collection of household trash, recycling, bulk waste and related services.

BACKGROUND:

Discussed at previous meetings; In September of 2012, the City Council approved an agreement with (BFI Waste Services of Texas, LP, dba Allied Waste Services of Austin, now known as) Republic Services for solid waste collection, recycling and disposal services - and Republic has remained the City's service provider since that time.

The City has been engaged in deliberations and negotiations with Republic Services regarding solid waste collection services over the past six months. After much review and consideration by City Council, staff, and a Council Ad Hoc Committee, Republic and the City have now developed mutually-agreeable terms and conditions for amending and extending said agreement.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Ordinance amending and extending the City's franchise agreement and contract with Republic Services and authorizing the Mayor to proceed with the final execution of documentation regarding same.

ATTACHMENTS:

Ordinance

Original Contract

Republic Rate Sheet

Staff memorandum

- ☒ 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 OF THE CITY OF ELGIN, TEXAS GRANTING, UPON FINAL EXECUTION BY THE MAYOR, AN AMENDED AND EXTENDED FRANCHISE AGREEMENT WITH REPUBLIC SERVICES FOR A SEVEN (7) YEAR TERM COMMENCING ON THE EFFECTIVE DATE; CONTAINING VARIOUS TERMS AND CONDITIONS WITH REGARD TO THE EXTENSION OF SUCH FRANCHISE; CONTAINING A SEVERABILITY CLAUSE; DECLARING AN EFFECTIVE DATE AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, on September 18, 2012 the City of Elgin (“City”) entered into a contractual agreement (“CONTRACT FOR SOLID WASTE DISPOSAL AND COLLECTION SERVICES”) with BFI Waste Services of Texas, LP, dba Allied Waste Services of Austin, now known as Republic Services (“Contractor”), for solid waste collection, recycling and disposal services, as extended by Resolution No. 2015-05-05-03 (“Contract”); and,

WHEREAS, the City Council for the City of Elgin (“City Council”) is now agreeable to the extension and amendment of said Contract under certain terms and conditions; and,

WHEREAS, the effective date of the extended term shall begin on March 1, 2018 and end on September 15, 2025; and,

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

Section 1. Findings. The forgoing recitals are incorporated into this Ordinance as true and correct findings of fact.

Section 2. Agreement. In consideration of the premises and such other lawful consideration, the receipt and sufficiency of which each of the parties hereto acknowledges, the parties agree as follows:

1. **Term of Agreement.** **Section 17.00** of the Contract as referenced herein will be deleted in its entirety and replaced as follows:

“The term of this Agreement shall be for a period of seven (7) years, commencing on March 1, 2018 (the “Effective Date”) until September 15, 2025. On or before January 1, of the final year of the contract, the parties may, upon agreement, extend the Contract on a year-by-year basis for up to two (2) additional one-year terms, with terms and conditions for the extension stated herein.

2. **Types of Collection.** **Section 2.01** of the Contract as referenced herein will be deleted in its entirety and replaced as follows:

“Residential Units will be provided with a 96-gallon capacity wheeled and lidded Polycart for weekly Garbage service. All trash materials must fit within the Polycart with the lid fully closed. Only the cart contents will be collected. Residential units will also be provided with a 96-gallon capacity wheeled and lidded Polycart for every-other-week recycling collection. All Recyclable Materials must fit within the Polycart with the lid fully closed. Only the Polycart contents will be collected. Recycling collection will occur on the same day as Residential Garbage collection.”

Section 2.03 of the Contract as referenced herein will be deleted in its entirety and replaced as follows:

“Brush/Bulky Wastes Collection will be provided once per quarter. The City and Contractor will provide a calendar to the residents with the scheduled quarterly Brush/Bulky Waste pickup dates. Bulky Waste pickup will be completed on a door to door basis and each Bulky Waste pickup is limited to three (3) cubic yards. All Bulky Waste items must be placed within three (3) feet of the curb and away from any overhead lines or physical obstructions. Bulky waste does not include Unacceptable Waste, Construction Debris, stumps, tree trunks or limbs exceeding three (3) inches in diameter or more than three (3) feet in length. All such Brush/Bulky Wastes will be collected on the scheduled quarterly day of each customer’s normal trash collection day; and all such collection will be completed by the Contractor within the twenty-hour period of the scheduled quarterly collection day, unless otherwise agreed to by the City Manager.

3. Contract Rates for Service. **Section 23.00 Contract Rates for Service** is hereby added to the Contract as follows:

“The monthly rate for service for weekly residential solid waste collection, every other week recycle and quarterly bulk is \$15.77 per resident. This price shall remain in effect for the first 12 months of the contract. Beginning on October 1, 2019 and every year thereafter, rates will be adjusted according to the agreed upon Annual Rate Adjustment in Section 18.00.”

4. Annual Rate Adjustment. **Section 18.00** of the Contract as referenced herein will be deleted in its entirety and replaced as follows:

“The Residential Rates which will be charged by the Contractor for the second and subsequent years of the term hereof shall be adjusted upward by two point eight five percent (2.85%) per year for years 2 through 7 of this Contract. The new annual rate will take effect as of March 1, 2019. Beginning on October 1, 2019 and every year thereafter, Commercial Rates will be adjusted to reflect changes in the Bureau of Labor Statistics Water, Sewer and Trash Index. These annual increases shall have a minimum increase of 2% with an annual cap of 5%.”

5. No Israel Boycott. **Section 23.00 No Israel Boycott** is hereby added to the Contract as follows:

“Contractor hereby verifies that the Contractor does not boycott Israel and will not boycott Israel through the term of the Contract. In making this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.”

Section 3. Authorization. The City Council hereby authorizes the Mayor to finalize and execute, through the appropriate documentation instrument, the Contract with Republic Services as described by this Ordinance. No such agreement as contemplated by this Ordinance shall be considered binding until the proper documentation has been created whereby both parties thereto specifically acknowledge, accept, and agree to all terms and conditions of the amended and extended Franchise Agreement and/or Contract.

Section 4. Severability. The provisions of this Ordinance are severable, and if any court of competent jurisdiction enters a final order which holds that any section, subsection, sentence, clause, phrase, or other portion of this Ordinance is invalid, illegal, or otherwise unenforceable, then any such portion shall be deemed a separate, distinct and independent provision, and any such ruling shall not affect any other provision of this Ordinance which are not specifically designated as being illegal, invalid or unenforceable, and that all said remaining provisions shall continue in full force and effect.

Section 5. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 6. Effective Date. This Ordinance shall take effect immediately from and after its passage.

PASSED AND ADOPTED this 6th day of February 2018

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

**CONTRACT FOR SOLID WASTE DISPOSAL
AND COLLECTION SERVICES**

 **COPY**

THIS CONTRACT, is made and entered into this the 28th day of September, 2012, by and between the **City of Elgin, Texas**, a municipal corporation in Bastrop County, Texas (hereinafter called the "City"), and **BFI Waste Services of Texas, LP d/b/a Allied Waste Services of Austin** (hereinafter called "Contractor").

W I T N E S S E T H:

WHEREAS, the City has negotiated in good faith with the Contractor for the services herein provided for; and

WHEREAS, the City Council finds and determines that the contract and offer made by the Contractor offers the lowest cost and provides for good and acceptable services, and standards for performance;

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The Contractor is hereby granted a franchise and contract by the City for the collection and disposal of Solid Waste and recyclable materials within the territorial jurisdiction of the City and the Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Solid Waste and recyclable materials collection, removal, and disposal services for all Residential and Commercial Customers as specified and to perform all of the work called for and described in the Contract Documents. The Contractor is granted a franchise and license to use the City streets and public right-of-ways to provide the services authorized pursuant to this Contract. The term of such franchise and license shall be only for the initial and any extended term of this Contract. Renewal and extension of such license and franchise shall be solely in the discretion of the City Council, and the license and franchise shall terminate automatically upon the termination of this Contract.
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in the Contract:
 - (a) The attached General Specifications.
 - (b) The Resolution of the City authorizing the work and services contemplated herein.
 - (c) Certificates of Insurance.
 - (d) The attached Rates for Collection and Disposal of Refuse and Recycling.
 - (e) Any addenda or changes to the foregoing documents agreed to by the parties subject hereto, and approved by the governing body of the City.
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent

of the parties, and the approval by vote of the governing body of the City. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

4. This Contract is entered into subject to the following conditions:

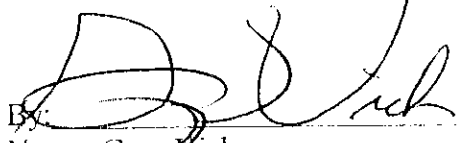
(a) Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.

(b) Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, government order or regulation, fire, accident, act of God, or similar or different contingency beyond the reasonable control of the Contractor.

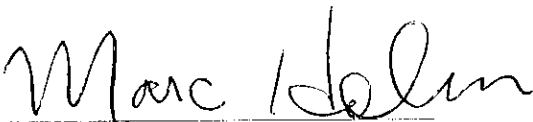
(c) In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then, such provisions or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion thereof within the Contract Document; provided that, if Contractor seeks to invalidate or void any term or provision of this Contract, this Contract shall, at the sole discretion of the City, be terminated and become null and void.

(d) Contractor shall pay a license, permit and franchise fee to the City, during the initial and any extended term of this Contract, equal to ten percent (10%) of its gross receipts from all roll-off and special collection services in the City. The 10% franchise fee shall be in addition to a specified rate for each service provided. Such franchise fee shall be paid to the City by Contractor quarterly in arrears, on or before the twentieth (20th) calendar day after the end of each calendar quarter. For the purposes of this Contract, the four calendar quarters shall, respectively, end on the last day of December, March, June, and September each year.

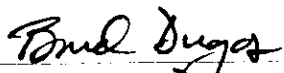
IN WITNESS WHEREOF, we, the contracting parties, by our fully authorized agents, hereto affix our signatures and seals at Elgin, Texas, as of this the 18 day of September, 2012.

By: 
Name: Greg Vick
Title: City Manager

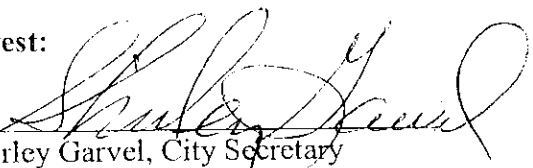
City of Elgin

By: 
Name: Marc Holm
Title: Mayor of Elgin

BFI Waste Services of Texas, LP

By: 
Name: BRAD DUGAS
Title: AREA PRESIDENT

Attest:


Shirley Garvel, City Secretary
City of Elgin

SOLID WASTE AND RECYCLE COLLECTION AND DISPOSAL

GENERAL SPECIFICATIONS

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- 1.02 Bin (Commercial/Industrial)
- 1.03 Bin (Residential Recycling)
- 1.04 Brush
- 1.05 Bulky Wastes
- 1.06 Bundle
- 1.07 City
- 1.08 Commercial and Industrial Refuse
- 1.09 Commercial and Industrial Unit
- 1.10 Commercial Hand Collect Unit
- 1.11 Commodity
- 1.12 Commodity Buyer
- 1.13 Construction Debris
- 1.14 Container (Refuse)
- 1.15 Contract Documents
- 1.16 Contractor
- 1.17 Customer
- 1.18 Dead animals
- 1.19 Disposal site
- 1.20 Garbage
- 1.21 Hazardous Waste
- 1.22 Landfill (Sanitary)
- 1.23 Premises
- 1.24 Polycart
- 1.25 Recyclable Materials
- 1.26 Recycling Container
- 1.27 Refuse
- 1.28 Residential Garbage
- 1.29 Residential Unit
- 1.30 Rubbish
- 1.31 Special Waste
- 1.32 Solid Waste
- 1.33 Stable Matter
- 1.34 Unacceptable Waste
- 1.35 Unusual Accumulated

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- 2.02 Commercial and Industrial Accounts
- 2.03 Brush/Bulk Wastes Collection

- 2.04 Unusual Accumulations Collection
- 2.05 Disaster Assistance
- 2.06 Special Bulky Waste Collection
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 - 3.03 Routes of Collection
 - 3.04 Holidays
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 - 3.09 Vicious Animals
 - 3.10 Hazardous Waste
 - 3.11 Protection From Scattering
- 4.00 LICENSE AND TAXES
- 5.00 INDEMNITY
- 6.00 RIGHT OF TERMINATION
- 7.00 TRANSFERABILITY OF AGREEMENT
- 8.00 OWNERSHIP
- 9.00 MUNICIPAL FACILITIES
- 10.00 BOOKS AND RECORDS
- 11.00 TERMINATION FOR CAUSE
- 12.00 COMPLIANCE WITH LAWS AND REGULATIONS
- 13.00 NOTICES
- 14.00 FORCE MAJEURE
- 15.00 SEVERABILITY
- 16.00 VENUE
- 17.00 TERM OF CONTRACT
- 18.00 ANNUAL RATE ADJUSTMENT
- 19.00 COMMUNITY EVENTS

20.00 RECYCLING

21.00 EVIDENCE OF INSURANCE

22.00 BILLING FOR ROLL OFF AND SPECIAL SERVICES

DEFINITIONS:

1.01 Bags: Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed thirty-five (35) pounds.

1.02 Bin (Commercial/Industrial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.

1.03 Bin (Residential Recycling): See Recycling Container.

1.04 Brush: Plants or grass clippings, leaves or tree trimmings.

1.05 Bulky Wastes: Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, furniture, loose brush greater than four (4) inches in diameter that cannot be bundled in four (4) foot lengths and weights more than 50 lbs., and other waste materials other than construction debris, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for containers.

1.06 Bundle: Tree, shrub and brush trimmings tied together forming an easily handled package not exceeding four (4) feet in length and newspaper and magazines tied together. Total amount of "bundled" material set out for collection each week (per home) shall not exceed two (2) cubic yards or 50 lbs. in weight.

1.07 City: The City of Elgin.

1.08 Commercial and Industrial Refuse: All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.

1.09 Commercial and Industrial Unit: All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the City, not a Residential Unit.

1.10 Commercial Hand Collect Unit: A retail or light commercial type of business, which generates no more than one (1) cubic yard of refuse per week.

1.11 Commodity: Material that can be sold in a spot or future market for processing and use or reuse.

1.12 Commodity Buyer: A buyer or processor selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.

1.13 Construction Debris: Waste building materials resulting from construction, remodeling, repair, or demolition operations.

1.14 Container (Refuse): A receptacle with a capacity of at least 18 - 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting. The mouth of a container shall have a diameter greater than or equal to that of the base.

1.15 Contract Documents: The Contractor's Proposal, General Specifications, and any addenda or changes to the foregoing document agreed to by the City and Contractor, and Contract signed by Contractor and City.

1.16 Contractor: BFI Waste Services of Texas, LP d/b/a Allied Waste Services of Austin the firm designated by the City for the collection, transportation, and/or disposal of the Solid Waste and recyclable materials collection and processing.

1.17 Customer: An occupant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Refuse.

1.18 Dead animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight than have expired from any cause except those slaughtered or killed for human use.

1.19 Disposal site: See Landfill (Sanitary).

1.20 Garbage: Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter/ that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Unacceptable Waste, Rubbish or Stable Matter.

1.21 Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated hereunder or applicable state law concerning the regulation of hazardous or toxic wastes.

1.22 Landfill (Sanitary): A permitted Texas Class I landfill or any other alternate, duly permitted sanitary landfill as selected by Contractor and approved for use by City unless otherwise specified by the City of Elgin.

1.23 Premises: All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.

1.24 Polycart: A rubber-wheeled receptacle with a maximum capacity of 90 - 95 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated Solid Waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs. Polycarts will be provided to each Residential Unit and Commercial Hand Collect unit, with ownership retained by Contractor.

1.25 Recyclable Materials: Commodities collected by the Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, newsprint, magazines, plastic (PET and HDPE) bottles, aluminum cans and metal (tin) cans.

1.26 Recycling Container: A plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with minimum capacity of 18 gallons.

1.27 Refuse: Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.

1.28 Residential Garbage: All Garbage and Rubbish generated by a Customer at a Residential Unit.

1.29 Residential Unit: A dwelling occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

1.30 Rubbish: Nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, used or scrap tires, and similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and the like materials which will not burn at ordinary incinerator temperatures (1600 degrees Fahrenheit to 1800 degrees Fahrenheit).

1.31 Special Waste: Waste, from a non-residential source, meeting any of the following descriptions: (A) A containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) A waste transported in bulk tanker, (C) A liquid waste, (D) A sludge waste, (E) A waste from an industrial process, (F) A waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical.

1.32 Solid Waste: All non-hazardous (as defined by CERCLA and other applicable laws) and non-special (See Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable

federal, state and local laws, regulations and permits governing each. Solid Waste does not include Unacceptable Waste.

1.33 Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

1.34 Unacceptable Waste. All Hazardous Waste, Special Waste, highly flammable substances, Hazardous Waste, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

1.35 Unusual accumulated: (a) For residences, each regular collection more-than six (6) containers of Garbage, or the equivalent; (b) for commercial establishments accumulations that would not occur in the ordinary course of business; and (c) large, heavy, or bulky objects such as furniture or appliances.

2.00 TYPES OF COLLECTION

2.01 Residential Collection: At the premises of residential accounts held by the City and served by the Contractor, collection of Solid Waste shall occur a minimum of once weekly with a minimum of two (2) full days between each, unless otherwise specified. Further, Contractor shall provide City a copy of maps indicating the routes used in the collection of waste from all residential customers. The City has the right to reject and request modification of routes, and updates on routes of Contractor.

2.02 Commercial and Industrial Accounts: Contractor shall collect and remove Solid Waste from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. If collection is from a commercial bin, that bin should be located on a concrete pad to accommodate equipment. The City shall be the sole determinant of acceptable dumpster pads, locations, and screening. Locking containers may be provided for customers at the customer's request and that cost passed on to the customer.

2.03 Brush/Bulk Wastes Collection: In addition the Contractor shall provide every other week curbside collection service for Brush/Bulky Wastes and/or Bundles to all residential customers, unless otherwise specified. Contractor agrees to collect such large objects and quantities of waste as described in definitions for Brush, Bulky Waste, and Bundles.

2.04 Unusual Accumulations Collection: The Contractor may charge for the collection of unusual accumulations, as provided in the then current City Ordinances; provided, however, that the Contractor shall have no obligation to collect Unacceptable Waste that may be included in the unusual accumulations

2.05 Disaster Assistance: Contractor at the City's request shall provide disaster recovery assistance to City. Examples of disaster recovery assistance include but are not limited to collection and disposal of material resulting from fires, natural flooding and hurricane events. Contractor shall provide these services and be compensated in accordance with terms of Clause 14 Force Majeure. However, Contractor will not be responsible for the collection and disposal of hazardous materials or special wastes as defined herein. This clause does not create an exclusive disaster assistance agreement between the City and Contractor.

2.06 Special Bulky Waste Collection: Contractor agrees to provide the City with a maximum of twelve (12) special bulky waste collections free of charge during each twelve (12) month period that the contract is in effect. Each special bulky waste collection under this provision shall be address specific and each separate address specific request shall be considered a different collection.

3.00. COLLECTION OPERATION

3.01 Hours of Operation: Collection of Solid Waste shall begin no earlier than 7:00 o'clock A.M. and shall generally not extend beyond 6:00 o'clock P.M. No collection shall be made on Sunday.

3.02 Hours of Disposal: Contractor shall dispose of Solid Waste within the operating hours of disposal site.

3.03 Routes of Collection: Collection routes shall be established by the Contractor as approved by the City. The City shall be provided route collection maps and container locations. Contractor shall not provide residential collection service one-half (1/2) hour before the beginning of or one (1) hour after dismissal on a scheduled school date on streets directly adjacent to any school campus.

3.04 Holidays: The following shall be holidays for purposes of this Contract:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday if the contractor has notified the City in writing at least one hundred and eighty (180) days prior to the holiday that service will be suspended for that holiday. **NOTE: Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be the next business day following the holiday.**

Contractor shall provide a schedule of holidays at the commencement of each calendar year which identifies the actual holiday dates and specific alternate collection days as required.

3.05 Complaints: At a minimum, customer complaint procedure shall provide that any customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The contractor shall be responsible for maintaining a log of complaints, and provide the City, on a weekly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any missed pickups of residential refuse will be collected the same business day if notification to the Contractor is provided by 2:00 p.m., but not later than 12:00 p.m. the next business day if notification is provided after 2:00 p.m.

3.06 Collection-Equipment: Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport Garbage from accounts serviced by Contractor in accordance with this Contract. Collection of Garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while in route to the disposal site, where such accumulation shall be dumped.

Due to street size variations in the City, the Contractor will need to provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. The City may inspect Contractor's vehicles at any time to insure compliance of equipment with Contract, or require equipment replacement schedule to be submitted to City. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition. In the event of motor vehicle fluid leaks or leaks from waste matter Contractor shall clean spilled materials in a manner acceptable and in accordance with environmental standards. The above cleaning shall also include staining and discoloration of streets.

3.07 Disposal: The Contractor shall deliver Solid Waste collected to a Licensed Sanitary landfill operated in compliance with rules stipulated by the TCEQ and/or the USEPA.

3.08 Spillage: The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the City so that proper notice can be given to the customer at

the premises to properly contain refuse. The Contractor shall pick up commercial refuse spillage or excess refuse after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, City shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customers refuse or require the customer to utilize a commercial container with a larger capacity, and the Contractor shall be compensated for such additional services.

3.09 Vicious Animals: Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but the Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.

3.10 Hazardous Waste: Contractor shall not be obligated to pick up Hazardous Waste or Unacceptable Waste, including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.

3.11 Protection From Scattering: Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractors vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.

4.00 LICENSE AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City and the State.

5.00 INDEMNITY

To the fullest extent permitted by law, the Contractor shall and does hereby fully and completely indemnify and hold harmless the City and its Officers, Directors, Agents and Employees from and against any and all claims, costs, demands, suits, judgments, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, and interest, arising directly or indirectly out of or resulting from the willful or negligent acts or omissions of the Contractor in the performance or failure to perform the work required under this Contract for (a) any and all injuries, including death, to persons and any and (b) all damage to personal or real property. This obligation shall not be construed to negate or reduce any other right or obligation of indemnity that would otherwise exist. This indemnification and hold harmless requirement shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under any workers compensation acts, disability benefit acts or other employee benefit acts.

6.00 RIGHT OF TERMINATION

Notwithstanding the other provisions in this contract, the City reserves the right to terminate this Contract at any time whenever the service provided by Contractor fails to meet the reasonable standards of the trade, after City provides written notice to Contractor pursuant to Section 12:00 of this contract. Upon termination, City may call the Performance Bond and/or utilize any other remedy allowed by law.

7.00 TRANSFERABILITY OF AGREEMENT

Other than by operation of law, no assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld; in the assignment, the assignee shall assume the liability of the Contractor.

8.00 OWNERSHIP

Title to Refuse, Solid Waste, Dead Animals and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or Container, or removed by Contractor from the customer's premises, whichever last occurs. Title to and liability for Unacceptable Waste shall at no time pass to Contractor or the City, and shall remain with the generator of such waste.

9.00 MUNICIPAL FACILITIES

The Contractor will provide waste collection services to all City building and facilities and special events at no cost to the City. The City reserves the right to revise locations, container sizes and frequencies.

10.00 BOOKS AND RECORDS

The City and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice.

11.00 TERMINATION FOR CAUSE

If at any time Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, City shall notify Contractor by registered or certified mail addressed to Contractor at the address set forth herein of specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed a thirty (30) day period from the date of receipt of said notice from City to remedy any failure to perform. Should City deem the failure to perform remedied, no hearing shall be held.

Should Contractor fail to remedy its performance, after a hearing described herein, City may

terminate this Contract and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than 10 days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of the Contract. Should City still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the City Council and Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the City Council makes a finding that Contractor has failed to provide adequate refuse collection service for City, or has otherwise substantially failed to perform its duties hereunder, the City Council may terminate this Contract.

12.00 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor understands, acknowledges, and agrees the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

Pursuant to the provisions of A.R.S. §41-4401, the Contractor warrants to the City that the Contractor and all its subcontractors are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Contractor or any of its subcontractors will be deemed a material breach of this Contract and may subject the Contractor or subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the non-confidential portions of the papers of any employee of the Contractor or any subcontractor who works on this Contract to ensure that the Contractor or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Contractor and any of its subcontractors to ensure compliance with this warranty.

The City will not consider the Contractor or any of its subcontractors in material breach of this Contract if the Contractor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Section shall be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Texas by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

In addition, Contractor shall comply with the following laws:

- (i) Occupational Safety and Administration
Contractor will warrant that any work performed on City property or in a location partially or entirely under (Contractor's) control will be performed in accordance with OSHA requirements and all applicable labor laws, regulations, and standards.
- (ii) Equal Employment Opportunity
Contractor will comply with applicable laws, statutes, codes, rules and regulations related to or prohibiting discrimination in employment in the performance of its work under this Contract.
- (iii) Fair Labor Standards Act
Contractor is required and hereby agrees by execution of this Contract to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

13.00 NOTICES

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the City, at: 310 North Main Street
Elgin, Texas 78621
ATTN: City Manager

If to the Contractor at: 3424 FM 973
Del Valle, Texas 78617

Attn: General Manager

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

14.00 FORCE MAJEURE

Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Contract during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a fire, flood, hurricane or similar or different Act of God over which the Contractor has no control, shall be included as part of the Contractor's service under this Agreement. In the event of such a flood, fire, hurricane or other Act of God, the Contractor and the City shall negotiate the payment to be made to the Contractor. Further, when the City and the Contractor reach such agreement, then the City shall grant the Contractor variances in routes and schedules, as deemed necessary, of the Contractor.

15.00 SEVERABILITY

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

16.00 VENUE

This contract is performable in Bastrop County, Texas and venue for all causes of action shall be in Bastrop County, Texas.

17.00 TERM OF CONTRACT

This Contract shall be renewed for a term of three (3) years with a mutual option to extend the term for an additional two (2) year period.

18.00 ANNUAL RATE ADJUSTMENT

The fees which may be charged by the Contractor for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for Water and Sewer and Trash Collection Services and the Producer Price Index "Diesel" ("Number 2 Diesel"), both as published by the U.S. Department of Labor, Bureau of Labor Statistics. At the beginning of the first month of the second year of the contract, and every twelve (12) months thereafter (the "Rate Modification Date"), the fees shall be increased or decreased for the ensuing twelve-month period in a percentage amount equal to 80 percent of the net percentage change of the Water and Sewer and Trash Collection Index plus 20 percent of the net percentage change of the Diesel Index. All percentage changes are to be computed as the difference between the 12 month average of index values (beginning August of the preceding year prior to the commencement of the contract) and the average of the monthly index values for the twelve month period prior to the rate modification date divided by the average of the monthly indexes for the first full year prior to commencement of the contract. The resulting total percentage change is applied to the rates as of the effective date of this Contract to derive the rates that will be applied during the following twelve-month period of this Contract. There shall however be an annual cap of 2% for the Consumer Price Index adjustment. The first such adjustment, if applicable, would be in January 2014.

The Contractor reserves the right to petition the City to recover unforeseen costs caused by changes in government regulation, ordinances, government fees, taxes, or fuel spikes. Any adjustment pursuant to such requests shall be at the sole discretion of the City. The Contractor agrees to waive any rights for third party mediation related to disputes related to rate provision of this contract.

19.00 COMMUNITY EVENTS

Contractor will provide free disposal and recycling containers for community events such as Western Days, Hog Eye Festival, Relay-for-Life, TML, and other traditional community events.

20.00 RECYCLING

Contractor will provide for each Residential customer up to two (2) recycling containers of a minimum size of 18 gallons. The cost for recycling for Residential customers is included in the cost for Solid Waste collection and disposal and no extra will be charged.

Contractor will provide for each Commercial customer requesting said service either a 4 or 8 cubic yard commercial recycling container at a rate that is 25% lower than the rate for trash service.

Paper, cardboard, magazines, junk mail, paper bags, aluminum and steel cans and all plastic containers #1 and #2 may be commingled in recycling containers for ease of participation. No glass will be collected in the recycling program.

21.00 EVIDENCE OF INSURANCE

The contractor will indemnify and save harmless the city, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys fees arising out of a willful or negligent act or omission of the Contractor in performance of the contract. City will not be responsible for negligence of Contractor, or any of its agents, employees, or customers.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damage to property, which may arise from or in conjunction with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the city before commence of work hereunder.

Minimum Limits of Insurance

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall Cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000

Comprehensive Auto Liability- \$1,000,000
Bodily Injury

Comprehensive Auto Liability- \$500,000
Property Damage

22.00 BILLING FOR ROLL OFF AND SPECIAL SERVICES

Contractor is responsible for billing on all roll off and special services that contractor provide under this agreement.

**RATES FOR COLLECTION AND DISPOSAL OF REFUSE
FOR THE CITY OF ELGIN**

BFI Waste Services of Texas, LP ("Contractor") the undersigned contractor, hereby agrees to the following prices for the services listed below:

Residential Curbside Refuse Collection

Contractor will provide curbside collection service of residential refuse and waste to each Residential Unit as follows:

*One time per week [one cart]	\$12.75
*One time per week [two carts]	\$15.32
Door Side/Special Needs Customers	\$10.37
Senior Citizens [65 and over]	\$10.37

Such service shall be provided by the use of 95 gallon cart containers supplied by the Contractor. The prices includes the curbside collection and shall be limited to cart content and three additional yard waste type bags of residential refuse on each pickup/service day.

Commercial Refuse Collection

Contractor will provide collection service of Commercial refuse and waste for multi-family dwellings, apartment projects, commercial and industrial customers as follows:

(1) Commercial hand pickup customers will be supplied with the same type of cart containers as are Residential Units. The same curb side policy and bulk items policy will also apply to this category. The rates and charges for customers in this category are as follows:

*Collection once per week	[one cart]	\$14.40
Collection once per week	[two carts]	\$21.60
Collection twice per week	[one cart]	\$22.60
Collection twice per week	[two carts]	\$35.90

(2) Commercial customers producing a volume of Solid Waste in excess of an average of 190 gallons per week will, at Contractors discretion, be served as follows:

(a) *Collection and disposal service to Customers will be provided with dumpsters provided and maintained by the Contractor according to the following:

Size	1 x wk.	2 x wk.	3 x wk.	4 x wk.	5 x wk.
2 yd.	\$ 50.39	\$ 75.58	\$ 100.70	\$125.95	\$151.15
3 yd.	\$ 57.60	\$ 86.37	\$ 115.19	\$143.96	\$172.74
4 yd.	\$ 64.77	\$ 87.17	\$ 129.55	\$161.94	\$194.32
6 yd.	\$ 86.37	\$ 129.59	\$ 172.74	\$215.91	\$259.10
8 yd.	\$115.19	\$ 172.74	\$ 239.32	\$287.79	\$345.59

(b) The following rates and fees shall be applicable to Commercial Customers and others requiring service at a level in excess of the highest level provided above to be made available with dumpsters. These services will be via roll-off container as follows (w/10% FF):

- (i) Delivery fee for all sizes = \$ 127.55
- (ii) Daily rental fee for all sizes = \$4.03 per day;
- (iii) 20 yd. \$399.85 per haul
- (iv) 30 yd. \$427.92 per haul
- (v) 40 yd. \$484.04 per haul
- (vi) Additional Fees for Roll-Off work
 - (A) Double Handle Fee = \$30.00
 - (B) Overload Fee = \$37.00 per ton over 10,000 tons per roll off container

(c) The City will receive a 10% discount on any permanent roll off.

Bulk, Construction and Stable Material

Contractor will provide for the special collection from residential units of bulky waste not eligible for curbside pickup, for a negotiated cost based on the above rates for dumpster or roll-off containers, as applicable. Construction debris and stable matter will be hauled at a rate to be determined by container size. Contractor and producer of the waste will negotiate total charge prior to collection. Contractor will not provide for the special collection of hazardous waste.

Municipal Services

All designated municipal locations shall be serviced with an appropriate sized dumpster or and adequate number of 95 gallon containers at no charge. Routine Roll-off services shall be provided to the city at a 10% discount off the rates listed above. Deliver fees and daily rental shall not apply to Municipal Services.

City of Elgin Rates 2018

Residential	Current	2018
1 cart	\$13.27	\$15.77
2 carts	\$15.94	\$18.95
Special Needs	\$10.37	\$10.37
Senior Citizens	\$10.37	\$10.37

Commercial		
1 cart x once weekly	\$14.98	\$17.23
2 carts x once weekly	\$22.47	\$25.84
1 cart x twice weekly	\$23.51	\$27.04
2 carts x twice weekly	\$37.35	\$42.95

Commercial FEL	Current Rates		
	1x	2x	3x
2yd	\$52.43	\$78.63	\$104.76
3yd	\$59.93	\$89.86	\$119.84
4yd	\$67.39	\$90.69	\$134.78
6yd	\$89.86	\$134.82	\$179.71
8yd	\$119.84	\$179.71	\$248.99

Roll Off	Current Rates	2018
Delivery	\$132.70	\$145.97
Rental	\$4.19	\$4.61/Day
20 Yd	\$416.01	\$457.61
30yd	\$445.21	\$489.73
40yd	\$503.59	\$553.95
Double Handle	\$31.21	\$34.33
Overload Fee	\$38.49	\$42.34

Service Fees:

Commercial Front End Load Delivery Fee	\$50.00
Extra Lift Fee	\$85.00
Extra Yardage Fee	\$35.00
Commercial Container Exchange Fee	\$35.00
Commercial Container Removal Fee	\$50.00

		2018 Rates				
4x	5x	1x	2x	3x	4x	5x
\$131.04	\$157.25	\$60.29	\$90.42	\$120.47	\$150.70	\$180.84
\$149.78	\$179.71	\$68.92	\$103.34	\$137.82	\$172.25	\$206.67
\$168.48	\$202.17	\$77.50	\$104.29	\$155.00	\$193.75	\$232.50
\$224.63	\$269.57	\$103.34	\$155.04	\$206.67	\$258.32	\$310.01
\$299.42	\$359.55	\$137.82	\$206.67	\$286.34	\$344.33	\$413.48

Memorandum

Date: October 12, 2017

To: Mayor and City Council Committee

Subject: Republic Contract Renewal and/or
Extension Proposal



Attached hereto is a copy of the financial analysis completed by the staff as it relates to the contract extension/renewal as proposed by Republic Services for collection of trash and recycling.

Republic has proposed four (4) basic scenarios (“Options”) and related fees for such services. While each scenario represents some changes in service levels (and fee increase) over what Elgin residents now receive, the primary difference between each Option relates to residential curbside bulk trash collection – and what service level the City will provide in that regard in the future.

The packet includes (1) Analysis of the various “Options” as proposed, (2) rate comparison with neighboring/area cities, and (3) a copy of the actual proposal from Republic.

Although we will be reviewing this information in detail at Monday’s meeting, following is a “glossary” of some of the less-obvious terms utilized in the option analysis:

- *Annual Fixed Rate Increase* – Republic has proposed a fixed rate increase of 2% every year of the seven-year agreement (while not unreasonable, this is something that is not in the current agreement).
- *Projected Annual City Growth Rate* – Republic assumes 2% annual growth in population/homes in its proposed new rate structure.
- *Aggregate Rate Increase over Life of Contract* – Total increased dollar amount that will be paid by Elgin citizens/customers by the final year of the agreement vs. what they are now paying now.
- *Average Annual Gross Revenue Increase for Republic* – Per year average new dollars that will be paid to Republic each year, over the 7-year period of the proposed agreement.
- *Aggregate Annual Gross Revenue Increase for Republic over the Life of Contract* – Total increased dollar amount that will be paid to Republic in the final year of the agreement vs. what they are now paid per year.
- *Accumulative New Gross Revenue for Republic over the Life of Contract* – Grand total all new revenue for Republic over the 7-year period of the proposed agreement vs. what they are now paid per year.

Let me know if you have any initial questions – otherwise we will discuss this further Monday night.

Thomas L. Mattis
City Manager

OPTION 1

Maintain existing service levels for residential curbside trash collection; Increase Commercial Rates by **15%**; Increase Industrial Rates by **10%**

Service Enhancements: Replace curbside recycling containers/tubs with a 96-gallon cart

Service Reductions: Reduce residential curbside collection of recyclables from every week to every *other* week

Bulk Trash Collection: Continuation of existing service - residential curbside collection of bulk trash twice (2) per month

Annual Fixed Rate Increase: **2%**

Proposed Contract Term: Seven (7) Years

Projected Annual City Growth Rate: 2%

ANNUAL RATE INCREASE (2%)

	CURRENT RATE	--PROPOSED INCREASE-- \$ PCT	NEW RATE	MONTHLY CUSTOMERS	EST. REPUBLIC NEW GROSS INCOME		
					MONTH	ANNUAL	PRIOR YR
Current	\$ 13.27	\$ - 0.0%	\$ 13.27	2,769	\$ 36,745	\$ 440,936	\$ -
FY2017-18	\$ 13.27	\$ 4.48 33.8%	\$ 17.75	2,824	\$ 50,133	\$ 601,593	\$ 160,657
FY2018-19	\$ 17.75	\$ 0.36 2.0%	\$ 18.11	2,881	\$ 52,158	\$ 625,897	\$ 24,304
FY2019-20	\$ 18.11	\$ 0.36 2.0%	\$ 18.47	2,938	\$ 54,265	\$ 651,184	\$ 25,286
FY2020-21	\$ 18.47	\$ 0.37 2.0%	\$ 18.84	2,997	\$ 56,458	\$ 677,491	\$ 26,308
FY2021-22	\$ 18.84	\$ 0.38 2.0%	\$ 19.21	3,057	\$ 58,739	\$ 704,862	\$ 27,371
FY2022-23	\$ 19.21	\$ 0.38 2.0%	\$ 19.60	3,118	\$ 61,112	\$ 733,338	\$ 28,476
FY2023-24	\$ 19.60	\$ 0.39 2.0%	\$ 19.99	3,181	\$ 63,580	\$ 762,965	\$ 29,627
Aggregate Rate Increase over Life of Contract.....					\$ 6.72	50.6%	
Average Annual Gross Revenue Increase for Republic					\$ 46,004		
Aggregate Annual Gross Revenue Increase for Republic over the Life of Contract.....					\$ 322,030	73.0%	
Accumulative New Gross Revenue for Republic over the Life of Contract.....					\$ 1,670,782		

OPTION 2

Maintain existing service levels for residential curbside trash collection; Increase Commercial Rates by **15%**; Increase Industrial Rates by **10%**

Service Enhancements: Replace curbside recycling containers/tubs with a 96-gallon cart

Service Reductions: Reduce residential curbside collection of recyclables from every week to every *other* week

Bulk Trash Collection: Limited to quarterly service - four (4) collections dates per year vs. current service of twice per month/twenty-four (24) collection dates per year

Annual Fixed Rate Increase: **2%**

Proposed Contract Term: Seven (7) Years

Projected Annual City Growth Rate: 2%

ANNUAL RATE INCREASE (2%)

	CURRENT RATE	--PROPOSED INCREASE-- \$ PCT	NEW RATE	MONTHLY CUSTOMERS	EST. REPUBLIC NEW GROSS INCOME		
					MONTH	ANNUAL	PRIOR YR
Current	\$ 13.27	\$ - 0.0%	\$ 13.27	2,769	\$ 36,745	\$ 440,936	\$ -
FY2017-18	\$ 13.27	\$ 2.98 22.5%	\$ 16.25	2,824	\$ 45,896	\$ 550,754	\$ 109,819
FY2018-19	\$ 16.25	\$ 0.32 2.0%	\$ 16.58	2,881	\$ 47,750	\$ 573,005	\$ 22,250
FY2019-20	\$ 16.58	\$ 0.33 2.0%	\$ 16.91	2,938	\$ 49,679	\$ 596,154	\$ 23,149
FY2020-21	\$ 16.91	\$ 0.34 2.0%	\$ 17.24	2,997	\$ 51,687	\$ 620,239	\$ 24,085
FY2021-22	\$ 17.24	\$ 0.34 2.0%	\$ 17.59	3,057	\$ 53,775	\$ 645,296	\$ 25,058
FY2022-23	\$ 17.59	\$ 0.35 2.0%	\$ 17.94	3,118	\$ 55,947	\$ 671,366	\$ 26,070
FY2023-24	\$ 17.94	\$ 0.36 2.0%	\$ 18.30	3,181	\$ 58,207	\$ 698,489	\$ 27,123
Aggregate Rate Increase over Life of Contract.....					\$ 5.03	37.9%	
Average Annual Gross Revenue Increase for Republic					\$ 36,793		
Aggregate Annual Gross Revenue Increase for Republic over the Life of Contract.....					\$ 257,554	58.4%	
Accumulative New Gross Revenue for Republic over the Life of Contract.....					\$ 1,268,754		

OPTION 3

Maintain existing service levels for residential curbside trash collection; Increase Commercial Rates by **15%**; Increase Industrial Rates by **10%**

Service Enhancements: Replace curbside recycling containers/tubs with a 96-gallon cart

Service Reductions: Reduce residential curbside collection of recyclables from every week to every *other* week

Bulk Trash Collection: Limited to bi-annual service - two (2) collections dates per year vs. current service of twice per month/twenty-four (24) collection dates per year

Annual Fixed Rate Increase: **2%**

Proposed Contract Term: Seven (7) Years

Projected Annual City Growth Rate: 2%

ANNUAL RATE INCREASE (2%)

	CURRENT RATE	--PROPOSED INCREASE-- \$ PCT	NEW RATE	MONTHLY CUSTOMERS	EST. REPUBLIC NEW GROSS INCOME		
					MONTH	ANNUAL	PRIOR YR
Current	\$ 13.27	\$ - 0.0%	\$ 13.27	2,769	\$ 36,745	\$ 440,936	\$ -
FY2017-18	\$ 13.27	\$ 2.48 18.7%	\$ 15.75	2,824	\$ 44,484	\$ 533,808	\$ 92,872
FY2018-19	\$ 15.75	\$ 0.32 2.0%	\$ 16.07	2,881	\$ 46,281	\$ 555,374	\$ 21,566
FY2019-20	\$ 16.07	\$ 0.32 2.0%	\$ 16.39	2,938	\$ 48,151	\$ 577,811	\$ 22,437
FY2020-21	\$ 16.39	\$ 0.33 2.0%	\$ 16.71	2,997	\$ 50,096	\$ 601,154	\$ 23,344
FY2021-22	\$ 16.71	\$ 0.33 2.0%	\$ 17.05	3,057	\$ 52,120	\$ 625,441	\$ 24,287
FY2022-23	\$ 17.05	\$ 0.34 2.0%	\$ 17.39	3,118	\$ 54,226	\$ 650,709	\$ 25,268
FY2023-24	\$ 17.39	\$ 0.35 2.0%	\$ 17.74	3,181	\$ 56,416	\$ 676,997	\$ 26,289

Aggregate Rate Increase over Life of Contract..... \$ 4.47 33.7%

Average Annual Gross Revenue Increase for Republic \$ 33,723

Aggregate Annual Gross Revenue Increase for Republic over the Life of Contract..... \$ 236,062 53.5%

Accumulative New Gross Revenue for Republic over the Life of Contract..... \$ 1,134,745

OPTION 4

Maintain existing service levels for residential curbside trash collection; Increase Commercial Rates by **15%**; Increase Industrial Rates by **10%**

Service Enhancements: Replace curbside recycling containers/tubs with a 96-gallon cart

Service Reductions: Reduce residential curbside collection of recyclables from every week to every *other* week

Bulk Trash Collection: Service eliminated and discontinued

Annual Fixed Rate Increase: **2%**

Proposed Contract Term: Seven (7) Years

Projected Annual City Growth Rate: 2%

ANNUAL RATE INCREASE (2%)

	CURRENT RATE	--PROPOSED INCREASE-- \$ PCT	NEW RATE	MONTHLY CUSTOMERS	EST. REPUBLIC NEW GROSS INCOME		
					MONTH	ANNUAL	PRIOR YR
Current	\$ 13.27	\$ - 0.0%	\$ 13.27	2,769	\$ 36,745	\$ 440,936	\$ -
FY2017-18	\$ 13.27	\$ 0.48 3.6%	\$ 13.75	2,824	\$ 38,835	\$ 466,023	\$ 25,087
FY2018-19	\$ 13.75	\$ 0.28 2.0%	\$ 14.03	2,881	\$ 40,404	\$ 484,850	\$ 18,827
FY2019-20	\$ 14.03	\$ 0.28 2.0%	\$ 14.31	2,938	\$ 42,036	\$ 504,438	\$ 19,588
FY2020-21	\$ 14.31	\$ 0.29 2.0%	\$ 14.59	2,997	\$ 43,735	\$ 524,817	\$ 20,379
FY2021-22	\$ 14.59	\$ 0.29 2.0%	\$ 14.88	3,057	\$ 45,502	\$ 546,020	\$ 21,203
FY2022-23	\$ 14.88	\$ 0.30 2.0%	\$ 15.18	3,118	\$ 47,340	\$ 568,079	\$ 22,059
FY2023-24	\$ 15.18	\$ 0.30 2.0%	\$ 15.48	3,181	\$ 49,252	\$ 591,029	\$ 22,950

Aggregate Rate Increase over Life of Contract..... \$ 2.21 16.7%

Average Annual Gross Revenue Increase for Republic \$ 21,442

Aggregate Annual Gross Revenue Increase for Republic over the Life of Contract..... \$ 150,094 34.0%

Accumulative New Gross Revenue for Republic over the Life of Contract..... \$ 598,707

AREA RATE COMPARISON - RESIDENTIAL CURBSIDE TRASH and RECYCLING COLLECTION

<u>CITY</u>	<u>CURBSIDE RESIDENTIAL TRASH COLLECTION</u>	<u>CURBSIDE RESIDENTIAL RECYCLING COLLECTION</u>	<u>CURBSIDE BULK TRASH COLLECTION</u>	<u>MONTHLY PER HOME FEE</u>	<u>SERVICE PROVIDER</u>	<u>CONTRACT TERM</u>	<u>AUTOMATIC FEE INCREASE</u>	<u>FRANCHISE FEE</u>
<i>Current</i> Elgin	Weekly	Every week	Twice (2) per month	\$ 13.27	Republic Services	5 years	None	10%
<i>Option 1</i> Elgin	Weekly	Every other week	Twice (2) per month	\$ 17.75	Republic Services	7 years	2%	10%
Bastrop	Weekly	Every other week	Every week	\$ 15.32	Waste Connections	7 years	5%	5%
Pflugerville	Weekly	Every other week	Weekly/limited	\$ 15.90	Waste Connections	5 yrs + 3	Variable	None
Cedar Park	Weekly	Every other week	Weekly/limited	\$ 15.57	Central Texas Refuse	n/a	n/a	n/a
LaGrange	Weekly	Every other week	Four (4) per year	\$ 18.83	Republic Services	7 years	3%	n/a
Elgin-Option 2	Weekly	Every other week	Four (4) per year	\$ 16.25	Republic Services	7 years	2%	10%
Austin	Weekly	Every other week	Twice (2) per year	\$ 42.85	City of Austin	n/a	n/a	n/a
Giddings	Weekly	Every other week	Twice (2) per year	\$ 19.35	Texas Disposal Services	5 yrs + 5	Yes	None
Georgetown	Weekly	Every other week	Twice (2) per year	\$ 17.83	Texas Disposal Services	n/a	n/a	10%
Elgin-Option 3	Weekly	Every other week	Twice (2) per year	\$ 15.75	Republic Services	7 years	2%	10%
Manor	Weekly	Every other week	Twice (2) per year	\$ 14.46	Republic Services	n/a	n/a	n/a
Kyle	Weekly	Every other week	Once (1) per year	\$ 19.63	Texas Disposal Services	10 years	Yes/various	10%
Leander	Weekly	Every other week	Fee based	\$ 16.66	Clawson Disposal	5 years	n/a	10%
Round Rock	Weekly	Every other week	Fee based	\$ 17.61	Round Rock Refuse	n/a	n/a	n/a
Elgin-Option 4	Weekly	Every other week	No service	\$ 13.75	Republic Services	7 years	2%	10%



October 3, 2017

Mr. Tom Mattis
City of Elgin
310 Main St.
Elgin, TX 78621

RE: Municipal Solid Waste Contract Extension

Dear Tom,

I am following up with you in response to our meeting last week regarding the extension of our current waste services contract. I know your time is valuable and appreciate all the insight and effort that you have provided. This letter is a brief recap of our meeting and the changes we are proposing. We are seeking a 7 year contract extension with 3 -1 year extensions. Under this extension, the following changes will take effect.

Currently, the residents are provided weekly 18 gal. recycle service at their residence. Under our new proposal, Republic Services will provide brand new 95 gallon recycle containers to each resident. With the increased capacity of the recycling container, the service level would change from weekly service to every other week.

Along with improving the recycling service, Republic Services would also like to address bulk pickup options as well. The current bulk pickup method of collecting from each customer city-wide, twice per month is both outdated and cost prohibitive. Under our new proposed extension, Republic Services is providing pricing for the following bulk options: 2 X bulk pickups per month, Quarterly bulk pickup, semi-annual bulk pickup or complete elimination of the bulk pickup option. Pricing has been factored to sweep the entire city, every street, every home, for any of the 3 bulk options to ensure complete coverage of the city.

Any bulk service needs that arise from storms or natural disasters will be handled separately from the proposed bulk service schedule. Republic Services and the City of Elgin will work together during the contract negotiation phase of the renewal to solidify the language and service expectations for both bulk pickup and storm disaster cleanup.

To summarize, Republic Services proposes these levels of service:

1 X week trash

EOW recycle

The Senior rate as is for each scenario.

A 2% fixed rate adjustment is charged annually beginning in year 2.

Only bulk is changing in each option.

Service	Regular Rate
2 bulk per month - 24 total	\$ 17.75
4 bulk per year	\$ 16.25
2 bulk per year	\$ 15.75
No bulk	\$ 13.75

I have also included a quick rundown of the local market and the varying degrees of prices and services offered for your review.

2017 Trash Rates			
City	Service	Price	Provider
Elgin	1x weekly trash, every other week recycle, 2x month bulk	\$13.27	Republic Services
Bastrop	1x weekly trash, every other week recycle, 2x month bulk	\$15.32	Waste Connections
Manor	1x weekly trash, every other week recycle, 2x year bulk	\$14.46	Republic Services
LaGrange	1x weekly trash, every other week recycle, 4x year bulk	\$18.83	Republic Services
Giddings	1x weekly trash, every other week recycle, 4x year bulk	\$19.35	TDS
Pflugerville	1x weekly trash, every other week recycle, up to 6 items per service day	\$15.28	Waste Connections
Georgetown	1x weekly trash, every other week recycle, 2x per year	\$17.83	TDS
Round Rock	1x weekly trash, every other week recycle, up to 7 items under 40 lbs., per service day	\$17.61	Round Rock Refuse
Cedar Park	1x weekly trash, every other week recycle, up to 7 items per service day	\$15.66	Central Texas Refuse
City of Austin	1x weekly trash, every other week recycle, 2x year bulk	\$42.85	City of Austin
Kyle	1x weekly trash, every other week recycle, 1x per year	\$19.63	TDS
Leander	1x weekly trash, every other week recycle, city to provide rolloff containers for bulk drop off	\$16.66	Clawson Disposal

In summary, Republic Services is appreciative for the long term partnership that we have developed with the residents and City of Elgin. On behalf of 36,000 employee's companywide and the dozens of local staff in the Austin hauling facility, I want to thank you and the city for your loyalty and friendship and look forward to continuing to expand our relationship.

Warm regards,

Modesto Dominguez
General Manager



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

Discussion and possible action to appoint/re-appoint members to Committees/Commissions with expiring terms.

- Elgin Main Street Board
- Historic Review Board
- Board of Adjustments
- Building Standards Commission
- Planning and Zoning Commission
- Parks and Recreation Advisory Board
- Library Advisory Board
- Public Safety Advisory Committee

DEPARTMENT: Administration

PROPOSED ACTION:

Consideration of possible appointments or re-appointments to the Planning and Zoning Commission, Elgin Main Street Board, Historic Review Board, Bard of Adjustments, Building Standards Commission and the Parks and Recreation Advisory board.

BACKGROUND:

Late last year, the City Council approved a new Ordinance establishing new policies and procedures regarding appointments and appointees to the various City commissions, boards, and committees. One goal of the new procedures was to establish a uniform appointment/reappointment schedule. As such, each year the City Secretary is to provide the Council with a list of all upcoming vacancies/appointments to such commissions, boards, and committees thirty (30) days prior to the January Regular Meeting. For a variety of reasons, however, it was necessary to 'push' this schedule forward one month for this first year.

As such, the City Secretary sent out a memorandum to the City Council on December 29 (a copy of which is included with this meeting packet), describing and detailing the upcoming expiring terms for the various commissions, boards, and committees; and now that Council has been provided the thirty-day period for consideration, it is assumed that these appointments/re-appointments are ready for Council's consideration.

Also included with the packets are copies of all applications for consideration to such commissions, boards, and committees received by the City Secretary to date; and memoradums from various Department Heads with additional information relative to certain boards and commissions.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Appointments and/or re-appointments to the Planning and Zoning Commission, Elgin Main Street Board, Historic Review Board, Bard of Adjustments, Building Standards Commission and the Parks and Recreation Advisory board by Council; and/or further to staff, as necessary.

ATTACHMENTS:

Library Advisory Committee Memo

Public Safety Advisory Committee

Ordinance

City Secretary Memo

Applications

Main Street Board Memo

Elgin Historic Review Board Memo

Planing & Zoning Commission, BOA, Building Standards Memo

Parks and Recreation Advisory Board Memo

- ☐ 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 Public Library

To: Tom Mattis

From: Sandy Ott

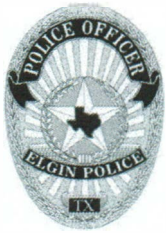
cc: Amelia Sanchez

Date: February 1, 2018

Re: Library Advisory Board appointment and re-appointments

The library Advisory Board has two members, Michelle Austino and Christy Taylor, that would like to be re-appointed. The library will have one position open as one person has not requested to be re-appointed.

Mary Kathleen (Katie) Clark has applied for the position vacated by Lois Horstmann in September 2017. Katie lives outside the city limits and will need to have approval from City Council to be on the library board. Katie is an active library patron and has been a volunteer at the library desk and on the library board in the past.



Elgin Police Department
Office of the Assistant Chief
202 Depot Street • Elgin, Texas 78621 • 512 / 281-3330



To: Tom Mattis, City Manager
From: Assistant Chief Phillip Taylor
Date: February 1, 2018
Ref: Public Safety Advisory Committee (PSAC) Appointments

Mr. Mattis,

Per Chief South's instructions, below you will find updated information related to PSAC appointments. If further clarification is need please do not hesitate to let me know.

Name:	Position:	Term Exp:	Status:	Notes:
Randy Starr	Chair	Unknown	wants to continue	current member
Deborah Loftin		Unknown	replaced by	Bettye Lofton (Wants to continue)
Vince Dungan		Unknown	wants to continue	current member
Mike Walterscheidt			wants to continue	current member - lives outside of city
Barbara Tate			wants to continue	current member (Secretary)
Byron Green			wants to continue	current member
Neil Stone			deceased	

Respectfully,

A handwritten signature in blue ink that reads "Phillip Taylor".

Phillip Taylor

ORDINANCE NO. 2017-10-10-19

AN ORDINANCE ESTABLISHING GENERAL RULES AND PROCEDURES, INCLUDING APPOINTMENTS, TERM LIMITS, AND RELATED MATTERS FOR ALL BOARDS AND COMMISSIONS OF THE CITY OF ELGIN, TEXAS; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE

WHEREAS, Article XI of the Home Rule Charter of the City of Elgin provide the City Council with exclusive authority to establish “boards and commissions as it may deem necessary conduct of city business and management of municipal affairs”; and,

WHEREAS, Article XI of the Home Rule Charter of the City of Elgin further provides the City Council with authority to establish “authority, functions, and responsibilities of such boards and commissions”; and,

WHEREAS, the City Council is now desirous of establishing, among other items, procedural consistency regarding the appointment schedules for all such boards and commissions as well as term limits regarding same.

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

I.

Sec. 1 - Purpose.

The purpose of this Ordinance is to establish clarity as to general rules and procedures for all City of Elgin Boards and Commissions.

Sec. 2 – City Charter Authority

Article XI of the Home Rule Charter of the City of Elgin, states “The city council shall have the authority to establish by ordinance for the such boards and commissions as it may deem necessary conduct of city business and management of municipal affairs. The authority, functions, and responsibilities of such boards and commissions shall be such as is spelled out in the ordinance establishing them. All existing boards and commissions

heretofore established shall be continued in accordance with the ordinance or other acts under which they have been created, or until the city council shall by ordinance abolish, modify, or alter the ordinances or acts under which they exist. Notwithstanding, any other provision of this Charter the elected city council shall have paramount authority over all matters affecting the budgets, appropriation of funds expenditures, purchases, and sale of properties and procedures for accounting therefore consistent with the express provisions of this Charter and applicable provisions of the State Constitution and law of this State.”

Sec. 3 – Boards and Commissions

(1) As of the date of this Ordinance, the following Boards and/or Commissions have been authorized and or duly recognized by the City Council:

- Planning & Zoning Commission
- Board of Adjustment
- Library Advisory Board
- Parks & Recreation Advisory Board
- Economic Development Corporation Board of Directors
- Tax Increment Reinvestment Zone Board of Directors
- Public Safety Advisory Committee
- Historic Review Board
- Main Street Board of Directors
- Building Standards Commission

- (2) Ad hoc boards may be temporarily appointed and terminate upon completion of a specific task or special purpose for which it was created, or when abolished by a majority vote of the City Council. No ad hoc board shall have powers other than advisory to the City Council.

Sec. 4 – Meeting Times and Agenda

Boards, commissions, and committees shall set their own meeting times. All boards, commissions, and committees shall be subject to these rules. Each board, commission, and committee shall set their own agenda, so long as it is in accordance with the Texas Open Meetings Act.

Sec. 5 – Regulatory Authority

The Board of Adjustments, Economic Development Corporation, and Planning and Zoning Commission, are the only boards and commissions that have regulatory authority.

Sec. 6 – Appointments

The City Council will review applications and may, at their discretion, interview eligible applicants for open positions on boards and commissions. Applications are accepted year-round and will be kept on file in the City Secretary's Office until the next appointment process.

Sec. 7 – Board and/or Commission Members

Members appointed to boards or commissions serve at the will of the Council and may be removed, replaced, or not reappointed at the discretion of the Council, by majority vote, with or without cause. When conducting the business of the City, appointed members of all boards or commissions shall follow the rules of procedure set forth by the City Council.

Sec. 8 – Qualifications of Board and/or Commission Appointees

- (1) Members appointed to boards and commissions, for at least twelve (12) months preceding their appointment, must be
 - a. registered voters of the city who have resided within the corporate limits of the City of Elgin, or within territory annexed prior to the appointment; or
 - b. an owner of real property within the corporate limits of the City; or,
 - c. an owner of a business located within the corporate limits of the City.
- (2) Members appointed to boards and commissions should not have any delinquent City taxes, City utilities, or other City assessments; and must not have any pending claim against the City.
- (3) Members appointed to boards and commissions serve without compensation and must not be employed by or hold any other position in city government.
- (4) No member of a board or commission may remain in his/her position after being elected or appointed to City Council.
- (5) In addition to any other requirements prescribed by the City Council, members must maintain the qualifications established while in office.

Sec. 9 – Uniform Appointment Schedule for Board and/or Commission Members

All board and/or commission appointments shall be made at the Regular Meeting of the City Council in January of each year. The City Secretary shall establish deadlines and procedures for providing all applications to the City Council relating to upcoming board and commission appointments at least thirty (30) days prior to the January Regular City Council Meeting each year.

Sec. 10 – Open Government Training

Upon initial appointment, within 90 days of taking the oath of office or assuming duties, all board, commission, and or committee members shall be required to watch the Texas Public Information Act and the Texas Open Meetings Act training videos as provided by the City Secretary.

Sec. 11 –Waiver of Qualifications Requirements

Solely at its discretion, the City Council may consider on a case-by-case basis the waiver of any and all such qualification requirements and/or rules for individual appointments to any board or commission as they may be deemed warranted in serving the best interest of the City.

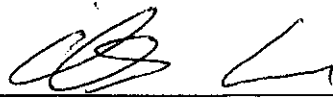
II.

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

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

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

READ, PASSED, and ADOPTED on first reading this 10th day of October 2017.



CHRIS CANNON, Mayor
City of Elgin, Texas

ATTEST:



Amelia Sanchez, City Secretary

From: Amelia Sanchez
Sent: Friday, December 29, 2017 2:20 PM
To: Mayor <mayor@ci.elgin.tx.us>; Council <council@ci.elgin.tx.us>
Subject: Boards & Committee List and Applications

This is an update regarding terms for the Boards and Committees. I am not sure this is how you wanted the information sent to you, and if not just let me know what to change. We are all working on trying to get the appointments up to date, but due to the new ordinance we are a little behind in the process. I am sending you the Committees that need re-appointments or new members along with any applications we have. Once you have time to review we can put the appointments on the February agenda if you wish. There is a list that the former City Secretary had labeled 2016 Applications. The list is not sorted as to the board they would like to serve on and it is a lengthy list. If you want to review those just let me know.

Parks Department:

Expiring 2017: Debbie Gaston, Pattie Tatum, Brad Kilgore, all of which are willing to serve another term, but willing to step down if other volunteers are found.

I do not have any new applications for this Board.

Elgin Main Street Board

Ed Rivers term is through December 31, 2017, he owns property in the district but does not live in the City limits.

Joe Mallon's term is through December 31, 2017, and is willing to serve another term. He does not live in the city limits.

Allan Tolbert, owns property in the district and is willing to serve another term. He does not live in the city limits.

Dorothy McCarther's term is through December 31, 2017. She plans to continue working with the board through committees **but cannot serve another term at this time.**

Charles McNinnis has applied to serve on a city board and lives in the Elgin City limits. **(Application attached)**

Elgin Historic Review Board

The Elgin Historic Review Board has nine members. At this time there are **two vacancies**. Emily Koller, Melissa Cole and Ed Rivers are serving terms through December 31, 2017. They are willing to serve another term.

Phillip Kost, not available to serve in the future. – Available term that can be filled in the future.

No new applications at this time.

LIBRARY ADVISORY BOARD

The Library Board has three members with terms expiring December 31, 2017. Michelle Austino and Christy Taylor would like to continue to serve. Lois Horstman stepped down and Mary Kathleen Clark, **(Application Attached)** would like to serve in that spot, although she lives in the county.

PLANNING & ZONING

Antonio Prete	since 1/26/2009 expired 1/1/2017 renew for 2 years
Dorothy McCarther	since 1986 expired 1/1/2017 renew for 2 years
Geno Chavarria	since 1991 expires 1/1/2018 *resigned 11/30/17

Rudy L. Ramirez	since 1988 expired 1/1/2017 renew for 2 years
David Lanford	since 1/5/2016 expires 1/1/2018 renew for 2 years
Brian Lundgren	since 1/5/2016 expires 1/1/2018 renew for 1 year
Ronald Creppon	since 3/28/2005 expires 1/1/2018 renew for 1 year

Need to renew 6 members and find a replacement for Geno Chavarria.

*Potential replacements are:

Robert C. Ryland	Application attached
Jason Tatum	Application attached

Board of Adjustment Renewals

C. Lynn Cottle	since 1995 expired 6/1/2017 renew for 1 year
Brenda Piña	since 6/9/2009 expired 6/1/2017 renew for 1 year

Building Standards Commission Renewals

Candido Carranza	since 4/5/2016 expired 1/1/2017	renew for 1 year
Patrick Dudley	since 4/5/2061 expired 1/1/2017	renew for 1 year
John Pace	since 4/5/2016 expires 1/1/18	renew for 2 years
Roy Pruneda	since 4/5/2016 expires 1/1/18	renew for 2 years
W. Ben Scott	since 4/5/2016 expires 1/1/18	renew for 2 years

If you have any questions or need me to do something else, please let me know.

Thanks

Amelia Sanchez
City Secretary
City of Elgin
512-229-3222
asanchez@ci.elgin.tx.us



ATTENTION PUBLIC OFFICIALS

A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act, Please reply only to the sender.

From: noreply@civicplus.com
To: [Amelia Sanchez](#)
Subject: Online Form Submittal: Application for Community Boards
Date: Thursday, November 2, 2017 9:04:43 AM

Application for Community Boards

Step 1

First Name	Charles
Last Name	McInnis
Telephone	5126633305
Telephone	5126633305
Telephone	5126633305
Address	18705 Golden Eagle Way
City	Elgin
State	TX
Zip Code	78621
Mailing Address	18705 Golden Eagle Way
City	Elgin
State	TX
Zip Code	78621
Email Address	charliemcinnis@gmail.com
Is email a way of contacting you promptly?	No
If not, how?	Cell phone
Which of the Following Boards or Commissions Would You Like to Serve On	Public Safety Advisory Committee, Main Street Board, Parks and Recreation Board
If you apply for multiple boards/commissions, please rank your preferences as 1st, 2nd, 3rd, etc.	1st - Public Safety Advisory, 2nd - Main Street Board, 3rd - Parks and Rec

Reference 1	Michelle McInnis
Email Address	michellemcinnis76@gmail.com
Address	18705 Golden Eagle Way
City	Elgin
State	TX
Zip Code	78621
Phone Number	5126630659
Fax Number	<i>Field not completed.</i>
Reference 2	Jerry Edmon
Email Address	jerryedmon@gmail.com
Address	2425 FM 1704
City	Elgin
State	TX
Zip Code	78621
Phone Number	5127973292
Fax Number	<i>Field not completed.</i>
Reference 3	Royal Pore
Email Address	royal@tophatchimneysweeps.net
Address	109 E 11th St
City	Taylor
State	TX
Zip Code	76574
Phone Number	5122977769
Fax Number	<i>Field not completed.</i>
Occupation and/or Area(s) of Expertise	Crime Analyst II with TX DPS (17 yrs)

Education	High School and some college
Additional Pertinent Information	
Do you reside within the City Limits of Elgin?	Yes
If yes, how long?	12.5 years
What Ward?	Eagle's Landing
Do you reside within the Elgin Independent School District?	Yes
Do you own property or a business in the Elgin Area?	Yes
If yes, please specify business name and/or property location	18705 Golden Eagle Way
Are you a registered voter?	Yes
Are you currently serving on any other City of Elgin Board/Commission/Committee?	No
If yes, please indicate name	<i>Field not completed.</i>
Recognizing that serving on a Board or Commission is often time consuming, are you committed to attending all regularly scheduled meetings?	Yes
If not, why?	<i>Field not completed.</i>
Why would you like to serve on the selected Board or Commission?	I would like to serve my community and take part in the development/growth of our town.
Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest?	No
Do you have your employer's support to serve on a Board or Commission?	Yes

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

Do you agree to complete any training necessary for the Board or Commission?	Yes
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How did you hear of the available position(s)?	City of Elgin Website
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Completing and submitting this application does not guarantee your placement on a city board. Your application will be reviewed and kept on file for 2 years for possible placement of an opening on a Board or Commission.

Signature of Applicant	Charles S. McInnis II
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Date	11/2/2017
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Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Amelia Sanchez](#)
Subject: Online Form Submittal: Application for Community Boards
Date: Monday, November 6, 2017 11:37:22 AM

Application for Community Boards

Step 1

First Name	Jason
Last Name	Tatum
Telephone	512-731-0352
Telephone	<i>Field not completed.</i>
Telephone	<i>Field not completed.</i>
Address	127 VICKSBURG LOOP
City	ELgin
State	TX
Zip Code	78621
Mailing Address	Same as above
City	Elgin
State	Texas
Zip Code	78621
Email Address	jasoninrealestate@gmail.com
Is email a way of contacting you promptly?	Yes
If not, how?	<i>Field not completed.</i>
Which of the Following Boards or Commissions Would You Like to Serve On	Planning and Zoning Commission, Public Safety Advisory Committee, Economic Development Corporation
If you apply for multiple boards/commissions, please rank your preferences as 1st, 2nd, 3rd, etc.	Public Safety, Economic Development, Planning and Zoning.

Reference 1	Elizabeth Beyer
Email Address	elizabethfbeyer@gmail.com
Address	<i>Field not completed.</i>
City	Elgin
State	TX
Zip Code	78621
Phone Number	512-284-0074
Fax Number	<i>Field not completed.</i>
Reference 2	Kevin Keogh
Email Address	kevinkeogh111@gmail.com
Address	<i>Field not completed.</i>
City	Elgin
State	TX
Zip Code	78621
Phone Number	512-229-7865
Fax Number	<i>Field not completed.</i>
Reference 3	Katy Gassaway
Email Address	katydoesyoga@gmail.com
Address	<i>Field not completed.</i>
City	Elgin
State	Texas
Zip Code	78621
Phone Number	512-923-1333
Fax Number	<i>Field not completed.</i>
Occupation and/or Area(s) of Expertise	Real Estate Agent, Early Childhood Development, Hotel Management, Food & Beverage.

Education	Fairview High School.
Additional Pertinent Information	
Do you reside within the City Limits of Elgin?	Yes
If yes, how long?	16 Years
What Ward?	3
Do you reside within the Elgin Independent School District?	Yes
Do you own property or a business in the Elgin Area?	Yes
If yes, please specify business name and/or property location	All City Real Estate, 127 Vicksburg Loop
Are you a registered voter?	Yes
Are you currently serving on any other City of Elgin Board/Commission/Committee?	Yes
If yes, please indicate name	Envision Elgin
Recognizing that serving on a Board or Commission is often time consuming, are you committed to attending all regularly scheduled meetings?	Yes
If not, why?	<i>Field not completed.</i>
Why would you like to serve on the selected Board or Commission?	I think I have a very good vision for what our city needs and what will make us a safe and healthy community.
Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest?	No
Do you have your employer's support to serve on a Board or Commission?	Yes

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

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

How did you hear of the available position(s)? Websites, Emails, Friends, Newspaper.

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

Signature of Applicant Jason Tatum

Date 11/7/2017

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10: Amelia Sanchez



CITY OF ELGIN APPLICATION FOR COMMUNITY BOARDS



Please Type or Print Clearly

NAME: KATIE CLARK

TELEPHONE: 512-229-7259 (H) _____ (W) _____ (Cell #) _____

ADDRESS (Residence): 156 NIGHTHAWK DR.

(Mailing): Same

E-MAIL ADDRESS: mec5607@gmail.com

Is e-mail a way of contacting you promptly? Yes ☒ No ☐ If not, how? _____

WHICH OF THE FOLLOWING COMMISSION/BOARDS WOULD YOU LIKE TO SERVE ON:

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

- | | | |
|---|---|---|
| ☐ Board of Adjustment | ☐ Economic Development Corporation | ☐ Envision Elgin |
| ☐ Historic Review Board | ☐ Library Advisory Board | ☐ Main Street Board |
| ☐ Parks & Recreation Board | ☐ Planning & Zoning Commission | ☐ Public Safety Advisory Committee |

LIST THREE REFERENCES: (Name, Address & Contact Information for each)

<u>Sandy OH</u>	<u>109 NIGHTHAWK ELGIN, 78621</u>	<u>512-229-8804</u>
<u>Jamie Hicks</u>	<u>521 BALCH RD ELGIN 7801</u>	<u>532-858-0890</u>
<u>Heather Fowler</u>	<u>110 TERRA DR. ELGIN 78621</u>	<u>512-229-5371</u>

OCCUPATION AND/OR AREA(S) OF EXPERTISE (If retired, please indicate former occupation or profession)

Formerly I was a volunteer + on the LAB.

EDUCATION: (High School, College, etc.) BA. ENGLISH USAO, CINCINNATI, OH

ADDITIONAL PERTINENT INFORMATION

- ♦ Do you reside within the City Limits of Elgin? YES ☒ NO ☒
If yes, how long? 22 yrs. What Ward? I live in Bustrop Co.
- ♦ Do you reside within the Elgin Independent School District? YES ☒ NO ☐
- ♦ Do you own property or a business in the Elgin Area? YES ☒ NO ☐
If yes, please specify business name and/or property location: 156 NIGHTHAWK DR.
- ♦ Are you a registered Voter? YES ☒ NO ☐
- ♦ Are you currently serving on any other City of Elgin Board/Commission/Committee?
YES ☐ NO ☒ If yes, please indicate name of Board or Commission _____

- ♦ Recognizing that serving on a Board or Commission is often time consuming, are you committed to attending all regularly scheduled meetings? YES ☒ NO ☐ If not why? _____
- ♦ How did you hear of the available position(s)? Sandy OH ask me
- ♦ Why would you like to serve on the selected Board or Commission? yes
- ♦ Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest? YES ☐ NO ☒
- ♦ Do you have your employer's support to serve on a Board or Commission? YES ☐ NO ☒
- ♦ Do you agree to complete any training necessary for the Board or Commission to which you are applying? YES ☒ NO ☐
- ♦ Completing/submitting this application does not guarantee placement!

M.H. CCase

Signature of Applicant

12/25/17

Date

If you have any questions, please contact Shirley Garvel, City Secretary @ (512) 281-5724. Submit original application to City Secretary/City of Elgin, P.O. Box 591, Elgin, Texas 78621 or deliver to 310 North Main Street.

Thanks for your interest!

Lucretia Alvarez

From: noreply@civicplus.com
Sent: Friday, December 18, 2015 11:45 PM
To: Lucretia Alvarez
Subject: Online Form Submittal: Application for Community Boards

Application for Community Boards

Step 1

First Name	Robert
Last Name	Ryland
Telephone	512-285-2729
Telephone	<i>Field not completed.</i>
Telephone	512-470-2402
Address	810 N. Avenue H
City	Elgin
State	TX
Zip Code	78621
Mailing Address	same
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip Code	<i>Field not completed.</i>
Email Address	rcryland@gmail.com
Is email a way of contacting you promptly?	Yes
If not, how?	<i>Field not completed.</i>
Which of the Following Boards or Commissions Would You Like to Serve On	Planning and Zoning Commission, Building Standards Commission, Economic Development Corporation, Envision Elgin, Historic Review Board, Parks and Recreation Board, Library Advisory Board

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

Field not completed.

Reference 1	Keith Joesel
Email Address	keithjoesel@gmail.com
Address	903 N. Avenue H
City	Elgin
State	TX
Zip Code	78621
Phone Number	512-281-3182
Fax Number	<i>Field not completed.</i>
Reference 2	Molly Alexander
Email Address	mollykay64@yahoo.com
Address	20 N. Main St.
City	Elgin
State	TX
Zip Code	78621
Phone Number	512-281-5865
Fax Number	<i>Field not completed.</i>
Reference 3	Ernie Bogart
Email Address	ebogart@obrlaw.net
Address	144 Rattlesnake Hill Rd.
City	Elgin
State	TX
Zip Code	78621
Phone Number	(512) 281-3326
Fax Number	<i>Field not completed.</i>

Occupation and/or Area(s) of Expertise	Current occupation is Theater & Maintenance Technician. Political science, policy analysis, hydrogeology, and data analysis Deep interest in history, land use issues and education
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Education	BA, University of Texas 1994
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Additional Pertinent Information

Do you reside within the City Limits of Elgin?	Yes
--	-----

If yes, how long?	9 years
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What Ward?	Wadr 4
------------	--------

Do you reside within the Elgin Independent School District?	Yes
---	-----

Do you own property or a business in the Elgin Area?	Yes
--	-----

If yes, please specify business name and/or property location	810 N. Avenue H
---	-----------------

Are you a registered voter?	Yes
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Are you currently serving on any other City of Elgin Board/Commission/Committee?	No
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If yes, please indicate name	<i>Field not completed.</i>
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Recognizing that serving on a Board or Commission is often time consuming, are you committed to attending all regularly scheduled meetings?	Yes
---	-----

If not, why?	<i>Field not completed.</i>
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Why would you like to serve on the selected Board or Commission?	Would love to serve my community by helping our council & commissions make sound decisions in the public's best interest
--	--

Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest?	No
--	----

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

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

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

How did you hear of the available position(s)? Neighbors who serve on council, and other board members

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

Signature of Applicant Robert C. Ryland

Date 12/18/2015

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Elgin Main Street Board

The Elgin Main Street Board has nine members. There are four terms that expire December 31, 2017 – Ed Rivers, Joe Mallon, Dorothy McCarther, and Allan Tolbert.

Ed Rivers does not live in the City limits, owns property in the historic district and is the Vice President of County Operations for Independence Title company. He is willing to serve another term.

Joe Mallon does not live in the city limits, volunteers with the Hogeye Festival, and is willing to serve another term.

Allan Tolbert, does not live in the city limits, owns property in the district and is willing to serve another term.

Dorothy McCarther, lives in Elgin, owns a business downtown, but cannot serve another term at this time. She plans to continue working with the board through committees.

Charles McInnis has applied to serve on a city board. He has volunteered with the Hogeye Festival for several years. He lives in the Elgin City limits.

The ordinance requires that at least two members of the board own property in the district or be business owners in the district or be employees of a business within the district. At this time Ed Rivers, Allan Tolbert, Theresa McShan, Renee Girling and Katy Gassaway own property or a business in the district. Theresa McShan, Dorothy McCarther and Katy Gassaway live in the city limits.

The board meets on the 3rd Thursday of the month at 7:30am at Jalisco's Mexican Restaurant.

MAIN STREET BOARD			3rd Thurs 7:30 am					Term for 2 years
Ed	Rivers	P O Box 1124	Elgin	Tx	78621	512-281-2463		Expire 12/31/17
Dorothy	McCarther	104 Depot Street	Elgin	Tx	78621	512-281-3645		Expire 12/31/17
Joe	Mallon	2949 FM 1704	Elgin	TX	78621	512-658-4030		Expire 12/31/17
Theresa	McShan	501 S. Main St.	Elgin	Tx	78621	512-636-9669		12/31/2018
Allan	Tolbert	1363 A. Red Town Road	Elgin	TX	78621	512-699-4869		Expire 12/31/17
Jamie	Hausladen		McDade	Tx		512-229-8929		12/31/2018
Stacey	Gruetzner	5738 W FM 696	McDade	TX	78650	512-731-7872		12/31/2018
Renee	Girling	650 CR 468	Elgin	TX	78621	512-415-5218		12/31/2018
Katy	Gassaway	209 Harris Street	Elgin	TX	78621	512-923-1333		Expire 12/31/19
9 member board								

***bylaws require** At least two (2) owners of property within the downtown business district, or business owners within the downtown business district, or employees of a business within the downtown business district



Elgin Historic Review Board

The Elgin Historic Review Board has nine members. At this time there are two vacancies. Emily Koller, Melissa Cole and Ed Rivers are serving terms through December 31, 2017. They are willing to serve another term.

Emily Koller, planner for the Texas Historic Commission, lives in the City limits.

Melissa Cole, owns property downtown, does not live in the City limits.

Ed Rivers owns property downtown, President of the Elgin Main Street Board, does not live in the City limits.

The ordinance requires that two members of the board be on the Main Street Board. Ed and Allan Tolbert fill that requirement at this time. It requires that two members own property in the district. At this time five members own property in the district. It requires that two members be members of the Elgin Historical Association, at this time Ed and Melissa Cole fill that requirement.

The Historic Review Board reviews any alterations to property that re visible from the public right of way in the Commercial Historic District. They meet on 4th Tuesdays at 7:30am in the City Hall Annex. The board is staffed by Gary Cooke, Planning & Development Director and Amy Miller, Community Development Director.

HISTORIC REVIEW BOARD			4th Tues 7:30 am				Term for 3 Years
Molly	Alexander	18 N. Main Street	Elgin	Tx	78621	512-281-5865	Expire 12/31/2018
Sonya	Rangel	18413 Crestwind Lane	Elgin	Tx	78621	512-229-6239	12/31/2018
Emily	Koller	405 N Ave. F	Elgin	Tx	78621	512-281-3034	Expire 12/31/2017
Melissa	Ladd	28 North Main Street	Elgin	Tx	78621	512-589-0188	Expire 12/31/2018
Melissa	Cole	PO Box 391	Elgin	Tx	78621	512-281-0243	Expire 12/31/2017
Allan	Tolbert	1363 A. Red Town Road	Elgin	TX	78621	512-699-4869	Expire 12-31-2018
Ed	Rivers	P O Box 1124	Elgin	Tx	78621	512 281-2463	Expire 12-31-2018
Vacant							12/31/2017
Vacant							Expire 12/31/2017
9							
members	*Five Citizens of City of Elgin, Two Members of Main St Board, Two Property Owners in Historic District, Two Members of Elgin Historical Assoc. Building Official or his designee shall serve as Secretary						

Amelia Sanchez

From: Gary Cooke
Sent: Thursday, February 1, 2018 11:08 AM
To: Amelia Sanchez
Subject: RE: Committee Appointments

1. The Planning & Zoning consist of seven members six have signed up for reappointment so we have one vacancy. I have been moving a member of the Board of Adjustments to fill such vacancy's on the P&Z, and have one member wishing to fill this position.
2. The Board of Adjustments consist of seven members five of which have agreed to serve for new terms. The two vacancies have not been filled in several years.
3. The Building Standards Commission shall consist of five members. All members shall reside within the corporate cite limits or within the extraterritorial jurisdiction of the city. To the extent possible the commission shall have experience or expertise in the building trade. We have five members have agreed to serve another term.

From: [Michael Gonzalez](#)
To: [Tom Mattis](#)
Cc: [Amelia Sanchez](#)
Subject: Parks and Recreation Advisory Board Appointments
Date: Thursday, February 1, 2018 11:03:50 AM
Attachments: [image003.png](#)

Hello Tom,

Please advise the Council that I have 3 Parks Board terms expiring this year.

Debbie Gaston, 1132 N main St

Brad Kilgore, 292 Spencer lane

Patti Tatum, 127 Vicksburg loop

Please note brad is outside the official City limits of Elgin.

All of these members have expressed that would be happy to serve another term, but they would be fine if council appointed new members for these positions.

Thank you and let me know if I can answer anything else.

Michael Gonzalez

Parks and Recreation Director

Office (512)-285-6190

Cell (512)-748-4402

City of Elgin Texas

PO Box 591

Elgin, Texas 78621

www.elgintx.com





ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL CONTRACT WITH THE CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT FOR PUBLIC SAFETY ANSWERING POINT (PSAP) MAINTENANCE, EQUIPMENT, AND TRAINING AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Police

PROPOSED ACTION:

Discussion and approval of the Resolution authorizing the Interlocal Contract.

BACKGROUND:

The Capital Area Emergency Communications District (CAECD) is a regional emergency communications district and political subdivision of the State of Texas organized and operating in accordance with Texas Health and Safety Code, Subchapter G, chapter 772, as amended. CAECD has developed an annual budget to operate and maintain Next Generation 9-1-1 emergency communications service within the district.

The City of Elgin is a Texas home-rule municipality that operates one Public Safety Answering Point (PSAP) that participates in the district as authorized by Texas Health and Safety Code chapter 772.

This interlocal contract is entered into between CAECD and Public Agency pursuant to Texas Government Code chapter 791 so that Public Agency can maintain its PSAPs, upgrade 9-1-1 equipment and train its personnel to participate in the Next Generation 9-1-1 emergency communications system in the district.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Resolution and CAECD Interlocal Contract as presented

ATTACHMENTS:

Resolution

Cover Letter

PSAP Interlocal 2018

Access Control

- ☐ 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 INTERLOCAL CONTRACT WITH THE CAPITAL AREA
EMERGENCY COMMUNICATIONS DISTRICT FOR PUBLIC SAFETY
ANSWERING POINT (PSAP) MAINTENANCE, EQUIPMENT, AND TRAINING
AND MAKING CERTAIN FINDINGS RELATED THERETO**

WHEREAS, the Capital Area Emergency Communications District (“CAECD”) is a regional emergency communications district and political subdivision of the State of Texas organized and operating in accordance with Texas Health and Safety Code, Subchapter G, chapter 772, as amended; and,

WHEREAS, the CAECD has developed an annual budget to operate and maintain Next Generation 9-1-1 emergency communications service within the district; and,

WHEREAS, the City of Elgin (“the City”) is a Texas home-rule municipality that operates one Public Safety Answering Point (PSAP) that participates in the district as authorized by Texas Health and Safety Code chapter 772; and,

WHEREAS, This the Interlocal Contract attached hereto is entered into between CAECD and the City pursuant to Texas Government Code chapter 791 so that the City can maintain its PSAPs, upgrade 9-1-1 equipment and train its personnel to participate in the Next Generation 91-1 emergency communications system in the district.

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 INTERLOCAL CONTRACT FOR PUBLIC SAFETY ANSWERING POINT MAINTENANCE, EQUIPMENT AND TRAINING, a copy of said Contract 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 6th day of February 2018.

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

Capital Area Emergency Communications District

6800 Burleson Road, Building 310, Suite 165, Austin, Texas 78744-2306

(p) 512-916-6000 (f) 512-916-6001

BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

September 14, 2017

The Honorable Chris Cannon
City of Elgin Mayor
310 N Main Street
Elgin, TX 78621

RE: FY2018 PSAP Interlocal

Dear Mayor Cannon:

Please find the enclosed FY 2018 PSAP Interlocal (2 originals) and attachments. The documents describe how both your entity and Capital Area Emergency Communications District (CAECD) will accomplish the delivery of 9-1-1 service.

I respectfully request you sign and return all originals to the address listed below by October 20, 2017. This will enable reimbursements and disbursements to be made shortly after the beginning of the new fiscal year. Upon receipt in our office, Betty Voights, Executive Director, will sign each, and one original will be returned to you. Please note that without the signed Interlocal in place, CAECD is unable to reimburse your entity any funds expended on behalf of the 9-1-1 services.

CAECD
Attn: BT Saucedo
6800 Burleson Rd., Bldg. 310, Ste. 165
Austin, TX 78744

Should you have any questions, please feel free to contact me at (512) 916-6044 or gobuch@capcog.org.

Sincerely,



Gregg Obuch
Director of Emergency Communications

Capital Area Emergency Communications District

INTERLOCAL CONTRACT FOR PUBLIC SAFETY ANSWERING POINT MAINTENANCE, EQUIPMENT AND TRAINING

Section 1. Parties and Purpose

- 1.1. The Capital Area Emergency Communications District ("CAECD") is a regional emergency communications district and political subdivision of the State of Texas organized and operating in accordance with Texas Health and Safety Code, Subchapter G, chapter 772, as amended. CAECD has developed an annual budget to operate and maintain Next Generation 9-1-1 emergency communications service within the district.
- 1.2. The City of **Elgin** ("Public Agency") is a Texas home-rule municipality that operates one Public Safety Answering Point (PSAP) that participates in the district as authorized by Texas Health and Safety Code chapter 772.
- 1.3. This interlocal contract is entered into between CAECD and Public Agency pursuant to Texas Government Code chapter 791 so that Public Agency can maintain its PSAPs, upgrade 9-1-1 equipment and train its personnel to participate in the Next Generation 9-1-1 emergency communications system in the district.

Section 2. Rights and Duties of the Contracting Parties

- 2.1 Public Agency agrees to:
 - A. Purchase supplies such as printer paper, printer ink, cleaning materials and other expendable items necessary for the continuous operation of its PSAPs;
 - B. Implement upgrades of its PSAPs equipment and software, as authorized in the current annual budget, through the appropriate CAECD process for the purchase of new equipment and software;
 - C. Protect the PSAPs equipment and secure the PSAPs premises against unauthorized entrance or use;
 - D. Practice preventive maintenance for the PSAPs equipment;
 - E. Ensure call-takers/dispatchers receive emergency communications training as required and as described in CAECD's current annual budget.

- F. Protect the confidentiality of 9-1-1 database information and of information furnished by telecommunications providers, and notify CAECD in writing within two business days of the receipt of a request for 9-1-1 database information, or for information furnished by telecommunications providers, made under the Texas Public Information Act;
- G. Use the Regional Notification System (RNS) 9-1-1 derived database information only to warn or alert citizens of an emergency situation where property or human life is in jeopardy, and protect the database information from unauthorized use.
- H. Request the use of training facilities by sending an email to CMAC@capcog.org and specifying date of request, time of request and type of resources needed such as Solacom or CritiCall;
- I. In the event the use of the Regional Backup Communications Center (RBU) is required, operate in accordance with all rules and procedures, and within the allocated space in the RBU located at 6800 Burleson Road, Building 310, Suite 165;
- J. Be responsible for all furniture, administrative telephones, copier machines and administrative desktop computers located within the Public Agency's operating area;
- K. Warrant that it is self-insured and that its self-insurance provides coverage for all possible claims as authorized by the Constitution and the laws of the State of Texas arising out of the Public Agency's performance or nonperformance of this contract and made by a third party against CAPCOG.
- L. Waive any duty CAECD owes Public Agency by virtue of this agreement in the event any act, event, or condition adversely impacts the cost of performance of, or adversely affects the ability of CAECD to perform any obligation under this agreement and if such act, event or condition, in light of any circumstances is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of CAECD such action or inaction shall not be construed as a breach of this agreement or a willful or negligent act, error, omission or lack of reasonable diligence of CAECD. Circumstances included above, by way of example only, are:
 - (i) an act of God, landslide, earthquake, fire, explosion, flood, hurricane, tornado, sabotage, or similar occurrence, acts of a public enemy, terrorism, extortion, war, blockade, insurrection, riot or civil disturbance;
 - (ii) the failure of any appropriate governmental agency or private utility to provide and maintain utilities;

- (iii) any failure of title to the Facilities or any placement or enforcement of any lien, charge or encumbrance on the Facilities or on any improvements thereon that is not consented to in writing by, or arising out of any action or agreement entered into by, either party to the Agreement;
 - (iv) the inability of CAECD and its subcontractors to gain and maintain access to all areas of the Facilities and/or adjoining the Facilities where work is required to be performed hereunder;
 - (v) the preemption, confiscation, diversion, destruction, or other interference by, on behalf, or with authority of a governmental body relating to a declared or asserted public emergency or any condemnation or other taking by eminent domain or similar action, in the possession of property, equipment or materials located at the Facilities, or in the performance of the Services to be performed by CAECD hereunder;
 - (vi) strikes, work stoppages, or labor disputes affecting CAECD and any subcontractor (excluding material suppliers) of CAECD;
 - (vii) with respect to CAECD, damage to the Facilities caused by third parties not related to or under the control of the CAECD, including, but not limited to, contractors and subcontractors for the CAECD; and,
 - (viii) the failure of any subcontractor or supplier to furnish services, materials or equipment on the dates agreed to, but only if such failure is the result of an event that would constitute Force Majeure if it affected the CAECD directly, and the CAECD is not able after exercising all reasonable efforts to timely obtain substitutes.
- M. Abide by the Regional Backup Communications Center (RBUC) Access Control Policy, included as attachment A, as if recited verbatim herein.

2.2 CAECD agrees to:

- A. Be responsible for maintaining all RBUC physical plant including primary electrical systems, 9-1-1 systems, HVAC and network wiring as budgeted and with approved available funds;
- B. Provide access control security as require by the CJIS Security Policy and maintain access control systems and badging for appropriate personnel and contractors;
- C. Provide training facilities, including Solacom and CritiCall consoles;
- D. Schedule training based on priority availability given to training offered on a regional basis and requested according to 2.1.H.; and

- E. Provide space, equipment, security, and staff support to the RBUC as budgeted and with approved available funds.

Section 3. Contract Price and Payment Terms

- 3.1 CAECD agrees to compensate Public Agency in the total amount of not to exceed **\$1,000** for its performance of this contract. CAECD must make any payment obligated by this agreement from current revenues available to CAECD. The stated amount is a payment which fairly compensates the Public Agency for the duties performed hereunder.
- 3.2 Within 30 calendar days after the effective date of this contract, CAECD agrees to pay Public Agency **\$1,000** for the purchase of supplies as outlined in Section 2.1.A of this contract.
- 3.3 If Public Agency made expenditures under this contract in violation of applicable law or policy described in Section 6, Public Agency agrees to repay CAECD for those expenditures within 60 calendar days from the date CAECD notifies Public Agency of the repayment amount due and the reason repayment is required.
 - A. If Public Agency does not repay the reimbursement when required, CAECD may refuse to purchase 9-1-1 equipment on Public Agency's behalf and may withhold all or part of the unpaid reimbursement from Public Agency's future entitlement to reimbursement under this or future interlocal contracts between the parties for PSAP maintenance, equipment upgrade, and training.
 - B. Before the 60-day repayment period expires, Public Agency may appeal in writing to CAECD its determination that Public Agency repay the reimbursement, explaining why it believes the determination is wrong, or Public Agency may request CAECD in writing to extend the 60-day repayment period, proposing an alternative period and justifying its need, or it may both appeal and propose an extension. The CAECD Board of Managers decision on Public Agency's appeal or proposal or both is final.
 - C. The appeal authorized by Section 3.3.B is the only mechanism for challenging CAECD's determination under Section 3.3. that Public Agency repay the reimbursement. The early termination provisions of Section 10 and dispute resolution process of Section 11 are not available to challenge CAECD's determination.

Section 4. Effective Date and Term of Contract

- 4.1 This contract takes effect October 1, 2017 and it ends, unless sooner terminated under Section 11, on September 30, 2018.

Section 5. Performance Reports

- 5.1 Public Agency agrees to document and perform a monthly test on their make busy switch by the 20th of each month. Records are to be kept for up to one year.

Section 6. Compliance with Applicable Law and Policy

- 6.1 Public Agency agrees to comply with all applicable law and policy in carrying out this contract. Applicable law and policy include but are not limited to the Texas Health and Safety Code Chapter 771.061 and Chapter 772; the current *Uniform Grant Management Standards* (Governor's Office of Budget and Planning); the current CAECD annual budget; CAECD 9-1-1 *Policies and Procedures Manual* and CAPCOG RNS *Policies & Procedures*.

Section 7. Independent Contractor, Assignment and Subcontracting

- 7.1 Public Agency is not an employee or agent of CAECD, but furnishes goods and services under this contract solely as an independent contractor.
- 7.2 Public Agency may not assign its rights or subcontract its duties under this contract without the prior written consent of CAECD. An attempted assignment or subcontract in violation of this Section 7.2 is void.
- 7.3 If CAECD consents to subcontracting, each subcontract is subject to all of the terms and conditions of this contract, and Public Agency agrees to furnish a copy of this contract to each of its subcontractors.

Section 8. Records and Monitoring

- 8.1 Public Agency agrees to maintain financial, statistical, and ANI/ALI records adequate to document its performance, costs and receipts under this contract. Public Agency agrees to maintain these records at Public Agency's offices.
- 8.2 Subject to the additional requirement of Section 8.3, Public Agency agrees to preserve the records for three fiscal years after receiving its final payment under this contract.
- 8.3 If an audit of or information in the records is disputed or the subject of litigation, Public Agency agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract.
- 8.4 CAECD is entitled to inspect and copy, during normal business hours at Public Agency's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAECD is also entitled to visit Public Agency's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in evaluating its performance under this contract.

- 8.5 CAECD will at least once per year visit Public Agency's offices and monitor its performance of this contract to ensure compliance with applicable law and policy described in Section 6. CAECD will provide Public Agency a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.
- 8.6 CAECD agrees to notify Public Agency at least 24 hours in advance of any intended visit under this Section 8. Upon receipt of CAECD's notice, Public Agency agrees to notify the appropriate department(s) specified in the notice.

Section 9. Nondiscrimination and Equal Opportunity

- 9.1 Public Agency shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, veteran status, or national origin.
- 9.2 If Public Agency procures goods or services with funds made available under this contract, Public Agency agrees to comply with CAECD's affirmative action procurement policy, which is set out in CAECD's *9-1-1 Policies and Procedures Manual*.

Section 10. Early Termination of Contract

- 10.1 Except as provided in Sections 3.3, if CAECD or Public Agency breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach, which effort will be described in detail in a correction letter delivered to CAECD within five business days from the receipt of the notice to correct. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Section 11.
- 10.2 If this contract is terminated under Section 10, CAECD and Public Agency are each entitled to compensation for any performance undertaken pursuant to the terms of this interlocal contract, where such performance was provided to the other before receiving notice of the termination. However, neither CAECD nor Public Agency is liable to the other for costs it paid or incurred under this contract after or in anticipation of its receipt of notice of termination.
- 10.3 Termination for breach under Section 10.1 does not waive either party's claim for direct damages resulting from the breach, and both CAECD and Public Agency among other

remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other. Any such claim(s) shall survive the termination of this agreement by either party for the purpose of enforcement.

- 10.4 The ending of this contract under Section 4 or its early termination under this Section 10 does not affect Public Agency's duty:
- A. To repay CAECD for expenditures made in violation of applicable law or policy in accordance with Sections 3.3;
 - B. To preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under Section 8.

Section 11. Dispute Resolution

- 11.1 The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Section 11, toll the statute of limitations or seek an injunction, until they have exhausted the procedures set out in this Section.
- 11.2 At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency and duration of the negotiations.
- 11.3 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.
- 11.4 The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.
- 11.5 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Section 12. Notice to Parties

- 12.1 Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party:
- A. When it is delivered to the party personally;

- B. On the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Section 12.2 or 12.3 and signed for on behalf of the party; or
 - C. Three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 12.2 or 12.3.
- 12.2 CAECD's address is 6800 Burleson Rd., Bldg. 310, Ste. 165, Austin, TX 78744, Attention: Executive Director.
- 12.3 Public Agency's address is _____, Attention: _____.
- 12.4 A party may change its address by providing notice of the change in accordance with Section 12.1.

Section 13. Miscellaneous

- 13.1 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken. The undersigned warrants that he or she:
- A. Has actual authority to execute this contract on behalf of the governing body identified as the Public Agency in this agreement and;
 - B. Verifies the governing body, by either minute order, resolution or ordinance approved this agreement as required by Texas Government Code section 791, as amended.
- 13.2 This interlocal contract shall be construed and interpreted in accordance with the laws of the State of Texas. Venue shall be solely in Travis County.
- 13.3 This contract states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal and State law or regulations are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 13.4 The following Attachment is part of this contract:
- A. Regional Backup Communications Center (RBUC) Access Control

13.5 This contract is binding on and inures to the benefit of the parties' successors in interest and may not be assigned without the express written permission of CAECD.

13.6 This contract is executed in duplicate originals.

CITY OF ELGIN, TEXAS

CAPITAL AREA EMERGENCY
COMMUNICATIONS DISTRICT

By _____
Name _____
Title _____
Date _____

By _____
Betty Voights
Executive Director
Date _____

Date of governing body approval: _____

ATTACHMENT A

Access Control Policy Regional Backup Center

Section 1. Applicability

- 1.1 This section applies to all Public Agencies using the Regional Backup Center (RBUC).
- 1.2 CAPCOG refers to the Capital Area Council of Governments.
- 1.3 CJIS is the Criminal Justice Information Services, and herein refers to the requirements of compliance with the FBI CJIS Security Policy.

Section 2. Access

- 2.1 Keycards
 - A. CAPCOG issued keycards are required for entry to the RBUC.
 - B. All individuals while in the RBUC must display keycards in plain view.
 - C. Keycards are the exclusive property of CAPCOG.
 - D. No CAPCOG keycard shall be duplicated or altered.
 - E. Individuals shall only use keycards assigned to them.
 - F. No person shall allow the use of a keycard to give unescorted access to a person who does not have CJIS clearance to the RBUC.
 - G. Any individual providing escorted access to a person is responsible for escorting the person the entire time in the RBUC and ensuring that they exit properly.
 - H. Intentional misuse of a keycard may result in a disciplinary action report filed with the keycard holder's Public Agency.
- 2.2 The CAPCOG Information Technology Division is responsible for:
 - A. Maintaining and installing all card printing equipment, card blanks, readers and access control security technology.
 - B. Issuing keycards by appointment to pre-authorized individuals Monday through Friday from 8:30 am to 4:00 pm.
 - Pre-authorized individuals can make appointments for keycards by emailing rbucaccess@capcog.org. Emails will provide details of the process to the individuals.
- 2.3 The CAPCOG Emergency Communications Division Director or designated staff is responsible for the following:

- A. Maintaining PSAP rosters and other listings signed by authorized Public Agency representatives for issuance and use of all keycards.
- B. Determining the deactivation of keycards at any time with or without notice. The holder of a deactivated card shall promptly return it to their PSAP Manager or supervisor.

2.4 The Public Agency is responsible for the following:

- A. Gathering and returning all keycards to CAPCOG as soon as an employee terminates or there is no longer a need for the card.
- B. Immediately notifying CAPCOG using rbucaccess@capcog.org in the event a keycard is misplaced, lost or stolen.
- C. Keycard holders must immediately notify their PSAP Manager or supervisor if a keycard is misplaced, lost or stolen. The Public Agency will be charged for a replacement card.
- D. Immediately notifying CAPCOG at rbucaccess@capcog.org of any change in employment or CJIS status that will result in restricting or terminating any agency representative's access to the RBUC.
- E. PSAP Managers must sign the PSAP roster acknowledging that every listed employee has completed a CJIS Security Awareness Training and a complete criminal history background check is on file with the Public Agency.
- F. For personnel requiring unescorted access to the Regional Backup Center a separate listing or letter may be submitted. The document must certify that everyone listed has completed CJIS Security Awareness Training and a complete criminal history background check is on file with the Public Agency. The document must be signed by an authorized official of the Public Agency and include an expiration date for the named employee's clearance.

Section 3. Security

- 3.1 Individuals whose positions require unescorted access into the RBUC or Data Center shall comply with the provisions of the CJIS security policy.
- 3.2 Individuals without CJIS clearance require escorted access to the RBUC. Instances of unescorted access will be reported to the Public Agency.

Adopted 09-13-17



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO AUTHORIZE EXECUTION OF AN AGREEMENT WITH THE LOWEST RESPONSIBLE BIDDER THAT WILL PROVIDE ELECTRICAL ENERGY FOR THE CITY OF ELGIN BEGINNING ON OR ABOUT DECEMBER 1, 2018 AT THE LOWEST GUARANTEED RATE BY THE SELECTED BIDDER

DEPARTMENT: Administration

PROPOSED ACTION:

The action recommended by staff for this item is to authorize execution of an Agreement with a provider for electric services that can provide a much reduced price at the conclusion of the City's current contract for such services that ends on Dec. 1, 2018.

BACKGROUND:

The City of Elgin contracted with ConEdison Solutions on December 1, 2015 to provide electric services for a period of 3 years. The guaranteed price paid for such services is 0.059200 cents per kWh (kilowatt hour). Due to changes in the process of generating electricity over the last several years, the cost has dropped significantly by as much as 0.02000 cents per kWh. In the interest of taking advantage of these rate reductions, it is common for City's to bid out electric services that will be provided into the future and lock in rates at the time they are bid.

In addressing this opportunity, a provisional bidding process has been conducted. As shown on the bid sheet that is attached, TXU Energy has bid a price of 0.0369627 cents per kWh for a 30 month contract and 0.0377841 cents for a 60 month contract. Because of the short shelf life of this pricing, the bid will be placed again one day before the Council meeting and the winning bidder and the winning bid will be provided at the Council Meeting.

Assuming that it is more or less in line with the amounts shown in the provisional bid, it will be staffs recommendation to accept the bid and award it to the lowest responsible bidder. A copy of the revised bid sheet will be provided with a a completed Agreement ready for execution.

This Agreement will lock in more favorable rates beginning on December 2, 2018 for a period of from 30 months to 60 months depending on the will of the Council.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Assuming that more favorable rates are bid by a responsible provider, it will be recommended that Council authorize the Mayor to execute the Agreement subject to approval by the City Attorney.

ATTACHMENTS:

Contract
Proposal

- ☒ 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.

Contract for Supply of Electricity



Quote Number:	S0145391			Product:	Fixed Price / HUB		
Business Partner #:	0030421713			Date:	January 5, 2018		
Buyer:	City of Elgin 310 N MAIN ST ELGIN, TX 78621-2623			Seller:	TXU Energy Retail Company LLC REP Certification No. 10004 6555 Sierra Drive 1-W-1 Irving, Texas 75039 Attn: Retail Contract Administration		
Phone:	(512) 281-5724	Fax:		Phone:	(866) 576-6745	Fax:	(972) 556-6108

I. Term

Primary Term: The Primary Term for each Premise will begin on the first meter read, and end on the first regularly scheduled meter read, for each Premise occurring on or after the dates listed below in compliance with the Terms and Conditions.

Primary Term Start Date: December 1, 2018

Primary Term End Date: November 30, 2023

II. Charges

Charge Type	Amount (Monthly Charges will be the total of the items listed in this Article II.)
(i) All kWh Charge (the per kWh "Contract Price")	\$X.XXXXXX per kWh The All kWh Charge includes charges for the commodity (including the price impact, if any, resulting from the implementation of the Operating Reserve Demand Curve ("ORDC")), Energy (shaped), Ancillary Services, Qualified Scheduling Entity Charges, Renewable Energy Credit Charges, Reliability Unit Commitment ("RUC"), Line Losses (TDSP), Market Clearing Price for Capacity, ERCOT Administration Fee/ISO Fees, Unaccounted for Energy ("UFE") as defined and specified in the ERCOT Protocols and the applicable TDSP's Tariff in effect as of the date of this Agreement. It will also include the settlement charges to the applicable ERCOT Hub, but will exclude settlement charges for Congestion to the applicable ERCOT Load Zone (i.e., excludes the difference between the applicable ERCOT Hub price and the applicable ERCOT Load Zone price for each fifteen (15) minute interval/block of time contained in the applicable contract billing month) which will be passed through to Buyer without markup by Seller* pursuant to "(v) Other Charges" below. *Buyer should be aware that the Hub to Load Zone settlement differential per interval potentially could be very volatile, with effectively no cap or limitation on how high such interval costs can go. Market and other conditions potentially could result in significant increases in such costs for extended periods of time for which Buyer nevertheless will remain responsible for paying. Seller has not provided and is not providing under this transaction any risk management or hedges in conjunction with the costs associated with this HUB to Load Zone settlement differential.
(ii) Standing Charge	The sum of the Monthly Standing Charges for all ESI IDs as listed in Exhibit A.
(iii) Other Charges	Varies by ESI ID throughout the Term. All charges, other than those listed above or below, imposed upon Seller or Buyer by the TDSP or another party that are allowed or required by the PUCT, ERCOT, or any other governmental or regulatory authority, on or with respect to the acquisition, sale, delivery, and purchase of the Power.
(vi) Taxes	Varies by ESI ID throughout the Term. All taxes imposed by any governmental or regulatory authority on the acquisition, sale, delivery, and purchase of the Power. Includes, but is not limited to, Seller's Texas Gross Receipts Tax and Public Utility Commission Assessment on the acquisition, sales, delivery, or purchase of the Power.
(v) Aggregator/Third Party Fee	As indicated in separate agreement between Buyer and ADK Solutions LLC.

III. BILLING

Payment Terms: Net 30 days from the date of the invoice via CHECK

IV. SPECIAL PROVISIONS

INITIAL SECURITY: An initial cash deposit in the amount of \$0.00 is required within sixteen (16) days from the issuance date of the invoice for the deposit. Once received, the cash deposit may be replaced by a surety bond, or an irrevocable letter of credit either of which shall be (i) in a form reasonably acceptable to Seller, (ii) from an institution reasonably acceptable to Seller, and (iii) in the same dollar amount as the cash deposit. The security shall remain in effect until at least two (2) months after the Primary Term End Date.

TXU ENERGY GREENBACK PROGRAM: As a result of executing this Contract for the Supply of Electricity, Buyer is eligible to participate in Seller's Greenback Program and receive up to a total of \$3,500.00 in rebates for qualifying energy efficiency work performed and completed at Buyer's Premises **after execution of this Contract for the Supply of Electricity**. Funds will be available starting on the Primary Term Start Date and documentation for all such work must be submitted to Seller within one year of this date (i.e., Buyer must provide all appropriate documentation to Seller, in the form of invoices and/or contracts for all completed qualifying energy efficiency work, on or before such date or the remaining unpaid rebates will expire at that time). Seller shall have the right to audit Buyer's facilities to verify any energy efficiency work submitted for the payment of rebates. The foregoing shall not be construed to relieve Buyer from its obligation to purchase monthly contract quantities as otherwise provided in this Agreement.

V. SWING TOLERANCES

Not Applicable

VI. TERMS AND CONDITIONS

The attached Terms and Conditions, Exhibit A, Exhibit A-1, and other attachments, as applicable, are incorporated herein by reference.

Buyer Legal Name: City of Elgin a Texas political subdivision		Seller Legal Name: TXU Energy Retail Company LLC, a Texas limited liability company	
By (Name of General Partner or Agent if applicable): Its General Partner			
Buyer Signature:		Seller Signature:	
Officer's Printed Name:		Officer's Printed Name: Gabriel R. Castro	
Title:	Date:	Title: Vice President	Date:

TERMS AND CONDITIONS

[Note: Gray highlighting indicates sections impacted by governmental addendum.]

I. DEFINITIONS

“**Agreement**” means the Contract for the Supply of Electricity that is subject to these Terms and Conditions.

“**ERCOT**” means the Electric Reliability Council of Texas, Inc.

“**ESI ID**” means an Electric Service Identifier designation for a particular TDSP Point of Delivery.

“**POLR**” means the provider of last resort as designated by the PUCT.

“**Power**” means all of Buyer’s non-residential electricity requirements for each of the Premise(s).

“**PUCT**” means the Public Utility Commission of Texas.

“**Premise**” means individually, and “**Premises**” means collectively, each parcel of real property and improvements identified on Exhibit A.

“**REP**” means a retail electric provider that is certified by the PUCT.

“**Seller Point of Delivery**” means the point where Seller’s suppliers’ conductors are connected to the applicable TDSP’s conductors.

“**TDSP Point of Delivery**” means the point where the applicable TDSP’s conductors are connected to Buyer’s conductors at or near Buyer’s Premise(s).

“**TDSP**” means a transmission and/or distribution provider under the jurisdiction of the PUCT that owns and maintains a transmission or distribution system for the delivery of energy.

“**Term**” means the time period during which the Agreement is effective as specified in Article I of the Agreement.

“**Terms and Conditions**” means these Terms and Conditions for Supply of Electricity.

Capitalized terms not defined in these Terms and Conditions shall have the meaning identified in the Agreement.

II. SUBJECT MATTER AND QUANTITY. During the Term Seller shall sell to Buyer and Buyer shall purchase from Seller all of Buyer’s Power for the listed Premises. Seller shall cause delivery of the Power to the applicable Seller Point(s) of Delivery and Buyer shall receive the Power at the ESI ID(s) at the TDSP Point(s) of Delivery. Buyer shall use the Power only at the Premise(s). A Premise may have one or more TDSP Points of Delivery.

III. SECURITY AND CREDIT REQUIREMENTS.

Buyer shall provide the amount of security, if any, stated in Article IV (“Special Provisions”) of the Agreement before the Primary Term Start Date. Additionally, if at any time prior to the end of the Agreement Seller later determines in good faith that there has been a material adverse change in Buyer’s or Buyer’s Parent’s credit status or financial condition and/or in electricity market conditions and/or Buyer fails to pay all Charges when due, Seller may demand additional security from Buyer in an amount and form reasonably acceptable to Seller. Buyer shall provide security to Seller within five (5) business days of such request. Seller shall return security (and accrued interest, if applicable, at the One Year Treasury Constant Maturity index published by the Federal Reserve Board as of the first auction date after January 1 of the applicable year) less any amounts owed by Buyer under the Agreement, when Seller reasonably determines that such security is no longer necessary.

IV. CALCULATION AND PAYMENT OF CHARGES.

4.1 Seller will invoice Buyer for the Charges listed in Article II (“Charges”) of the Agreement for Power delivered to the Premise(s) during each monthly billing cycle of the Term. Buyer shall pay Seller the Charges identified on each invoice by the due date listed in Article III (“Billing”) of the Agreement. All past due amounts shall accrue interest at a rate equal to one percent (1%) above the “Prime Rate” published in The Wall Street Journal under “Money Rates” or an appropriate substitute should such rate cease to be published, unless a lesser amount is required by law, from the date the payment was originally due until paid (including accrued interest).

4.2 Intentionally Deleted

4.3 Intentionally Deleted

4.4 (a) Seller reserves the right to allocate measured consumption to the applicable calendar month for any ESI IDs not installed with an interval data recorder (“IDR”), or for IDRs for which IDR information was not received by Seller in a useable format. (b) If, for whatever reason, the proper meter readings are not communicated to Seller by the TDSP in time for Seller to prepare the invoice for the Charges, Seller shall have the right to reasonably estimate the quantity of the electricity consumed and Buyer shall pay the Charges for the estimated amounts subject to any adjustments which may be necessary following the reading. (c) It is recognized by the Parties hereto that ERCOT has established time periods for disputing and/or correcting certain matters related to the settlement of energy charges. Therefore, notwithstanding any other provisions of the Agreement, in the event of a dispute and/or possible correction, relating to the Agreement, which would involve a settlement with ERCOT that is barred by ERCOT (an “ERCOT Barred Issue”), then, to the extent that adjustment or settlement of such matter via the ERCOT energy settlement process cannot occur as a result of it being an ERCOT Barred Issue, the subject statement, invoice, notice or other matter that is at issue under this Agreement may not be adjusted, but only with respect to such ERCOT Barred Issue.

4.5 Seller, in its sole discretion, may (as a result of PUCT rules that forbid a REP from switching a customer to the POLR) direct the TDSP to disconnect electric service to the Premise(s) under the Agreement (i) upon expiration or termination of this Agreement for any reason, if Buyer has not executed a replacement agreement with Seller or switched to another electricity provider for the applicable Premise(s), or (ii) at any time thereafter, until Buyer either executes a replacement agreement with Seller or switches to another electricity provider for the applicable Premise(s). In any event, if Seller is ever determined to have been Buyer’s electricity supplier for a period after the expiration or termination of the Agreement, then Seller may charge Buyer, as the Contract Price for Power utilized at such Premise(s) during such period, a price per kWh equivalent to Seller’s then current “standard list price offer,” and the other terms governing such sale shall be identical to those applicable to sales that occurred prior to the termination/expiration of the Agreement.

4.6 (a) If (i) Buyer changes any TDSP Point of Delivery for a Premise to a delivery service voltage level that is different than the voltage level in place for such TDSP Point of Delivery at the time the Agreement became effective, or Buyer changes the existing electric meter at any TDSP Point(s) of Delivery for a Premise to a different size/capacity than the size/capacity in place at the time the Agreement became effective, (ii) Buyer causes the ERCOT Deemed Load Profile Type for any of its Premises to change, or (iii) Seller’s cost to serve Buyer under the Agreement is otherwise increased as a result of judicial, governmental, quasi-governmental (e.g., ERCOT) or regulatory action, (including, but not limited to, actions with regard to congestion zones, nodal congestion, carbon cap/tax/trade/remediation, renewable energy sources or standards, etc.), then Seller may adjust the Contract Price under the Agreement in order to reflect the increased cost to Seller of serving Buyer thereunder as a result of any such change(s). Seller shall provide Buyer with written notice of the adjustment to the Contract Price pursuant to this Section 4.6, along with a written explanation of the change that includes the effective date of the adjustment and the circumstances giving rise to the increased cost to Seller. Provided, however, in the event that Seller ever does so adjust the Contract Price under the Agreement pursuant to this Section 4.6, Buyer shall have the right, within thirty (30) calendar days after Seller’s notice of such increase in the Contract Price, to terminate the Agreement upon thirty (30) calendar days prior written notice to Seller; provided further, however, in the event that Seller should sustain a loss in liquidating the remaining Power quantities under the Agreement as a result of Buyer exercising such right to terminate the Agreement, Buyer agrees to reimburse Seller the amount equal to the product of (i) the remaining quantities of electricity reflected on Exhibit A-1 after such termination multiplied by (ii) the Contract Price minus the then current market value as reasonably determined by Seller. Such amount shall be due and payable on or before the date of Buyer’s termination.

(b) During the Agreement Term, Buyer shall not consume electricity at any Premises from any source (including self-generation) except for Power sold by Seller under the Agreement; however, Buyer may consume electricity from emergency generation during power outages at the Premises and for purposes of testing such emergency generation.

V. ADDITION AND REMOVAL OF PREMISES.

5.1 Buyer shall be entitled to add one or more Premises (and associated electricity quantities as reasonably determined by Seller) to the Agreement by submitting its written request to add the Premise(s) on Seller’s then current standard form for such a request and by agreeing to pay Seller an additional lump sum amount equal to, the positive amount, if any, calculated as follows: the sum of (i) the product of (A) the kWh amount of electricity quantities attributable to the additional Premise(s) for the remainder of the Agreement Term as reasonably determined by Seller (“**Premise Addition Quantities**”) multiplied by (B) the then current market based price of a kWh as reasonably determined by Seller minus the Contract Price under this Agreement plus (ii) Seller’s reasonable costs incurred to perform the addition(such sum, the “**Premise Addition Payment**”). In such event, the additional Premise(s) and associated electricity quantities shall be added to this Agreement and thereafter shall be subject to the Charges, monthly usage tolerances, and other terms of this Agreement for the balance of the Agreement Term. Buyer shall pay Seller’s invoice for each Premise Addition Payment on or before the end of the time period listed in Article III (“Billing”). In the alternative, Buyer shall have the option to (i) enter into a new separate Agreement with Seller covering the additional Premise(s) at Seller’s then-current market based prices, or (ii) contract for such additional Premise(s) with another REP in lieu of adding the Premise(s) to this Agreement, or (iii) covering the Premise(s) under a new Agreement with Seller.

5.2 Buyer shall be entitled to remove one or more, but not all, Premises (and associated electricity quantities as reasonably determined by Seller) from the Agreement only if Buyer either (a) sells or leases the Premises or (b) closes the Premises for the remainder of the Term. Buyer shall provide Seller with thirty (30) calendar days prior written notice (specifying each applicable Premise and the date of removal) if it intends to remove one or more Premise(s) from the Agreement. Unless Buyer sells or leases a removed Premise, as of the date of removal, to a purchaser or lessee who (x) first executes a new contract with Seller upon the same terms as Buyer’s contract and (y) is creditworthy as determined by Seller in Seller’s reasonable discretion, Buyer shall pay to Seller in respect of each such removed Premise the positive amount, if any, as follows: the product of (i) the kWh amount of electricity quantities attributable to such Premise for the remainder of the Agreement Term as reasonably determined by Seller (the “**Premise Liquidated Quantities**”) multiplied by (ii) the Contract Price under this Agreement minus ninety-five percent (95.0%) of the then-current market value of a kWh as reasonably determined by Seller (such product, the “**Premise Liquidation Payment**”). Buyer shall pay Seller’s invoice for each Premise Liquidation Payment on or before the end of the time period listed in Article III (“Billing”).

VI. REMEDIES UPON TERMINATION.

6.1 A material breach of the Agreement includes: (a) the failure of either Party to make any payment due to the other Party pursuant to the terms of the Agreement and such failure is not cured within ten (10) calendar days following written notice of such failure describing the breach in reasonable detail; (b) the failure of a Party to comply with any other material term of the Agreement when such failure is not cured within thirty (30) calendar days following written notice of such failure describing the breach in reasonable detail; (c) a Party becomes or declares that it is bankrupt, or becomes or declares that it is the subject of any proceedings, or takes any action whatsoever, relating to its bankruptcy or liquidation, or is not generally paying its debts as they become due; (d) Buyer enters into another electricity supply agreement for any Premise(s) with another REP that covers any period during the Agreement Term; (e) Buyer sells, leases, closes or otherwise conveys or assigns any of the Premises, except as allowed under Article IV (“Special Provisions”) of the Agreement, Article V (“Addition and Removal of Premises”) or Section 12.2 (“Assignment”) hereof; (f) Buyer’s total monthly usage ever decreases to a de minimis amount or fails to exceed a de minimis amount for reasons other than Force Majeure or Seller’s breach; (g) any representation of a Party hereunder is not true and correct in all material respects as of the date this Agreement is entered into; or (h) the failure of Buyer to timely pay security to Seller as may be required hereunder. In the event of a material breach of the Agreement by either Party, the non-breaching Party may, in its sole discretion, and without prejudice to any other rights under the Agreement, at law or in equity, immediately terminate the Agreement.

6.2 (a) If Seller terminates the Agreement due to a material breach by Buyer, (i) Seller may (as a result of PUCT rules that forbid a REP from switching a customer to the POLR) direct the TDSP to disconnect electric service to the Premise(s) covered hereunder, except as may be prohibited by law, and (ii) within thirty (30) calendar days following such termination, Buyer shall pay Seller, in addition to all reasonable direct costs and expenses incurred by Seller as a result of such material breach and termination, and all amounts Buyer owes Seller with respect to time periods prior to the termination, the positive amount, if any, calculated as follows as of the date of termination: the sum of (A) the product of (i) the remaining quantities of electricity for the remainder of the Agreement Term as reflected on Exhibit A-1 (“**Remaining Quantities**”) multiplied by (ii) the Contract Price under the Agreement minus the then-current market value of a kWh as reasonably determined by Seller plus (B) the value of any term extension option rights, if any, that Seller may have under the Agreement.

(b) If Buyer terminates the Agreement due to a material breach by Seller, (i) Buyer shall have the right to select any other REP as its electricity provider, and (ii) within thirty (30) calendar days following such termination, Seller shall pay or credit Buyer, in addition to all reasonable direct costs and expenses incurred by Buyer as a result of such material breach and termination, the positive amount, if any, calculated as follows: the product of (A) the Remaining Quantities multiplied by (B) the sum of (i) the lesser of (1) the then current market value of a kWh as reasonably determined by Seller, (2) the price offered by the POLR, or (3) any REP’s standard list price offer (or equivalent or similar pricing), minus (ii) the Contract Price.

VII. FORCE MAJEURE. If either Party is unable to perform its obligations, in whole or in part, due to an event of Force Majeure as defined herein, then the obligations of the claiming Party (other than the obligations to pay any amounts arising prior to the Force Majeure event) shall be suspended, for the duration of such Force Majeure event, to the extent made necessary by such Force Majeure event. The term “Force Majeure” shall mean any act or event that is beyond the claiming Party’s control (and which could not be reasonably anticipated and prevented through the use of reasonable measures), including, without limitation, the failure of the TDSP to receive, transport or deliver, or otherwise perform, unless due to the failure of the Party claiming Force Majeure to perform such Party’s obligations hereunder, and an event of Force Majeure that affects Seller’s suppliers. The Party suffering the event of Force Majeure shall give written notice of such event of Force Majeure in reasonably full particulars to the other Party, as soon as reasonably possible, and shall take all reasonable measures to reduce as much as practicable the duration of such Force Majeure event. Force Majeure shall not include (a) the opportunity for Seller to sell the electricity to be sold under the Agreement to another party at a higher price than that set forth in the Agreement, (b) the opportunity for Buyer to purchase electricity for its Premise(s) from another party at a lower price than that set forth in the Agreement, or (c) the inability of either Party to pay its obligations under the Agreement or any other of its obligations or debts as they become due.

VIII. WARRANTIES AND LIMITATIONS OF LIABILITIES.

8.1 SELLER HEREBY WARRANTS TO BUYER THAT AT THE TIME OF DELIVERY OF ELECTRICITY HEREUNDER IT WILL HAVE GOOD TITLE AND/OR THE RIGHT TO SELL SUCH ELECTRICITY, AND THAT SUCH ELECTRICITY WILL BE FREE AND CLEAR OF ALL LIENS AND ADVERSE CLAIMS. TITLE WILL PASS TO BUYER AT THE TDSP POINT OF DELIVERY.

EXCEPT AS PROVIDED FOR IN THE FIRST SENTENCE OF THIS SECTION 8.1, SELLER EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR VERBAL, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND BUYER WAIVES ALL SUCH WARRANTIES.

8.2 UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY OF A PARTY TO THE OTHER PARTY UNDER THE AGREEMENT WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT OR OTHERWISE IN CONNECTION WITH THE AGREEMENT. THE LIMITATIONS IMPOSED IN THIS PARAGRAPH ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE OF THE DAMAGES, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL AND INTENTIONAL MISCONDUCT OF ANY PARTY, OR TO DAMAGES COVERED BY ANY INDEMNIFICATION UNDER ARTICLE XI BELOW.

IX. NOTICES. All notices required or permitted under the Agreement shall be in writing and shall be deemed to be delivered (a) when (i) deposited in the United States mail (first class as to all notices other than disconnection, termination and/or material breach notices, and registered or certified as to all disconnection, termination and/or material breach notices), postage prepaid; or (ii) deposited with an overnight delivery service, prepaid, to Buyer's address or Seller's address as shown at the beginning of the Agreement, or to such address as either Party may from time to time designate as its address for notices hereunder, or (b) in the case of hand delivery, when delivered to a representative of either Party by or on behalf of the other Party.

X. APPLICABLE LAW AND REGULATIONS

10.1 The applicable Tariff(s) for Retail Delivery Service (the "Tariff") of the appropriate TDSP(s) serving Buyer's Premise(s) is incorporated herein to the same extent as if fully set forth herein.

10.2 The Agreement is subject to, and both Parties agree to obey and comply with, all applicable laws, regulations, rules and orders. However, notwithstanding the foregoing, both Parties agree that, to the fullest extent allowed by law, (i) it is their intention to agree to terms and conditions different from those set forth in the "Customer Protection Rules for Retail Electric Service" as amended, or as may be amended in the future (the "Customer Rules") currently beginning with Section 25.471 of the PUCT's Substantive Rules Applicable to Electric Service Providers; (ii) in the event that there is any conflict between the terms contained in the Agreement and the Customer Rules, the Agreement shall control; and (iii) the Parties expressly acknowledge that certain terms and conditions addressed in the Customer Rules may not be provided for or referred to in the Agreement, and, in such event, it is the intent of the Parties that such terms and conditions are not applicable to the Parties.

10.3 In the event a judicial, governmental, regulatory, or quasi-governmental decision or order, new law or regulation, or a change in law or regulation (i) renders illegal or unenforceable the pricing (or components thereof) under the Agreement, or (ii) materially and directly adversely affects a Party's ability to perform its material obligations under the Agreement to the extent that the performance of such obligations would be illegal or unenforceable, then (except as to those events covered by Section 4.6 (a) hereof) the Party that is adversely affected shall have the right to notify the other Party, within forty-five (45) calendar days after becoming aware of such detrimental change. Upon any such notification, the Parties shall use commercially reasonable efforts to negotiate a modification of the Agreement so as to mitigate the impact of the event. If, after thirty (30) calendar days beyond the date of notice, the Parties have been unable to negotiate a mutually satisfactory modification to the terms of the Agreement, the adversely affected Party shall have the right to terminate the Agreement upon ten (10) calendar days prior written notice to the other Party, given within sixty (60) calendar days after the date of the original notice hereunder. In the event of such a termination, the Parties agree to settle as follows: (a) if Seller is the terminating Party, then if the then current market value per kWh (as reasonably determined by Seller) of the Remaining Quantities (as defined in Section 6.2(a) above is greater than the Contract Price, Seller shall pay to Buyer the product of (i) the Remaining Quantities multiplied by (ii) such market value minus the Contract Price; (b) if Buyer is the terminating Party, then in the event the Contract Price is more than the then current market value per kWh (as reasonably determined by Seller) of the Remaining Quantities, then Buyer shall pay to Seller the product of (i) the Remaining Quantities multiplied by (ii) the Contract Price minus such market value; provided, however, if the detrimental change results in both Parties being an adversely affected Party entitled to terminate the Agreement pursuant to this Section 10.3, then in the event of a termination under this Section 10.3, there shall be no settlement payment from one Party to the other with regard to the remaining unused Power quantities.

XI. INDEMNIFICATION.

11.1 As between the Parties, Buyer assumes full responsibility for electric energy on Buyer's side (downstream) of the TDSP Point of Delivery, and agrees to and shall indemnify, defend, and hold harmless Seller, its parent company and all of its affiliates (except any which may be the TDSP serving Buyer's Premise(s)), and all of their respective officers, directors, shareholders, associates, employees, servants, and agents (hereinafter collectively referred to as "Seller Group"), from and against all claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind (hereinafter collectively referred to as "Claims"), including Claims for personal injury, death, or damages to property, occurring on Buyer's side of the TDSP Point of Delivery, arising out of or related to the electric power and energy and/or Buyer's performance under the Agreement.

11.2 As between the Parties, Seller assumes full responsibility for electric energy on Seller's side (upstream) of the Seller Point of Delivery, and agrees to and shall indemnify, defend, and hold harmless Buyer, its parent company and all of its affiliates, and all of their respective officers, directors, shareholders, associates, employees, servants, and agents (hereinafter collectively referred to as "Buyer Group"), from and against all Claims, including Claims for personal injury, death, or damages to property occurring on Seller's side of the Seller Point of Delivery, arising out of or related to the electric power and energy and/or Seller's performance under the Agreement.

XII. MISCELLANEOUS.

12.1 **UCC.** THE PARTIES AGREE THAT THE PROVISIONS OF ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE (AS CONTAINED IN THE TEXAS BUSINESS AND COMMERCE CODE) SHALL APPLY TO THE AGREEMENT AND ALL TRANSACTIONS THEREUNDER, IRRESPECTIVE OF WHETHER SUCH TRANSACTIONS ARE DEEMED TO BE A SALE OF GOODS OR THE PROVIDING OF A SERVICE; HOWEVER, IN THE EVENT OF A CONFLICT, THE TERMS AND PROVISIONS OF THE AGREEMENT SHALL CONTROL OVER THOSE CONTAINED IN THE UCC. NOTWITHSTANDING THE FOREGOING, THE PARTIES ACKNOWLEDGE AND AGREE THAT ALL IMPLIED RIGHTS RELATING TO FINANCIAL ASSURANCES ARISING FROM SECTION 2-609 OF THE UNIFORM COMMERCIAL CODE (AS CONTAINED IN THE TEXAS BUSINESS AND COMMERCE CODE) OR APPLICABLE CASE LAW APPLYING SIMILAR DOCTRINES, ARE HEREBY WAIVED.

12.2 **Assignment.** Neither Party may assign the Agreement in whole or in part without first obtaining the other Party's prior written consent, which consent shall not be unreasonably withheld; provided that (i) Seller may assign the Agreement to any REP without obtaining Buyer's prior consent and (ii) Seller will not withhold its consent if Buyer makes assignment to a party who in Seller's reasonable opinion is creditworthy. Any assignment of the Agreement by Buyer must be in conjunction with a conveyance of legal title to all of the Premises to a single entity. The Agreement shall inure to and be binding upon the Parties hereto, and their respective successors and assigns; provided that, if a Party makes a valid assignment of the Agreement, the other Party hereby agrees that the assigning party is released from its future obligations under the Agreement.

12.3 **Entirety of Agreement.** The Parties each acknowledge that they are relying on their own judgment and it is the intention that the Agreement (i) shall contain all terms, conditions, and protections in any way related to, or arising out of, the

sale and purchase of the electricity, and (ii) supersedes, and the Parties hereby expressly disclaim any reliance upon, all prior discussions and agreements between the Parties hereto, whether written or oral, as to the subject Premise(s). Both Parties have agreed to the wording of the Agreement and any ambiguities therein shall not be interpreted to the detriment of either Party merely by the fact that such Party is the author of the Agreement. The Agreement may not be modified or amended except in writing, duly executed by the Parties hereto.

12.4 **Waiver of Rights.** A waiver by either Party of any breach of the Agreement, or the failure of either Party to enforce any of the terms and provisions of the Agreement, will not in any way affect, limit or waive that Party's right to subsequently enforce and compel strict compliance with the same or other terms or provisions of the Agreement.

12.5 **Third Party Beneficiary/Rights.** Nothing in the Agreement shall create, or be construed as creating, any express or implied benefits or rights in any person or entity other than the Parties.

12.6 **Survival.** No termination or cancellation of the Agreement will relieve either Party of any obligations under the Agreement that by their nature survive such termination or cancellation, including, but not limited to, all warranties, obligations to pay for Power consumed, obligations for any breaches of contract, and obligations of indemnity.

12.7 **Confidentiality.** Seller and Buyer agree to keep all terms and provisions of the Agreement confidential and not to disclose the terms of the same to any third parties without the prior written consent of the other Party; provided, however, each Party shall have the right to make such disclosures, if any, to governmental agencies and to its own agents, attorneys, auditors, accountants and shareholders as may be reasonably necessary. If disclosure is sought through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought shall resist disclosure through all reasonable means and shall immediately notify the other Party to allow it the opportunity to participate in such proceedings.

12.8 **Forward Contract.** The Agreement constitutes a "forward contract" as defined in Section 101(25) of the U.S. Bankruptcy Code ("Bankruptcy Code"). The Parties agree that (i) Seller is a "forward contract merchant" as defined in Section 101(26) of the Bankruptcy Code, (ii) the termination rights of the Parties will constitute contractual rights to liquidate transactions, (iii) any payment related hereto will constitute a "settlement payment" as defined in Section 101(51A) of the Bankruptcy Code, and (iv) Sections 362, 546, 553, 556, 560, 561 and 562 of the Bankruptcy Code shall apply to the Parties.

12.9 **Representations and Warranties.** Buyer hereby represents and warrants to Seller as follows: (a) Buyer is legally authorized to change the REP for all of the Premises, (b) Buyer's execution and delivery of this Agreement does not, and the performance by Buyer of its obligations hereunder will not, violate any contract or agreement to which Buyer is a party or pursuant to which its assets are bound, and (c) this Agreement is a valid and binding obligation of Buyer, enforceable against it in accordance with its terms. Upon execution of the Agreement, Buyer authorizes Seller to become Buyer's REP for the Agreement Term as to the Premise(s) covered by this Agreement and to act as Buyer's agent for the sole purpose of effecting any such change in REP, if necessary. If any of Buyer's representations or warranties hereinabove are untrue when made or fail to be true at all times during the Agreement Term, Buyer shall indemnify, defend and hold Seller harmless from and against any third party claims (and related costs and expenses) arising out of or relating thereto.

12.10 **Further Assurances.** Buyer and Seller agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party, which are not inconsistent with the provisions of the Agreement and which do not involve the assumption of obligations other than those provided for in the Agreement, in order to give full effect to the Agreement and to carry out the intent of the Agreement.

12.11 **Headings.** The headings included throughout the Agreement are inserted solely for convenience and reference purposes only and shall not be construed or considered in interpreting any terms or provisions of the Agreement.

12.12 **Severability.** If any provision in the Agreement is determined to be invalid, void, or unenforceable by any governmental authority having jurisdiction, then such determination will not invalidate, void, or make unenforceable any other provision or covenant in the Agreement.

12.13 **Applicable Law.** ALL AGREEMENTS SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAWS PRINCIPLES WHICH OTHERWISE MIGHT BE APPLICABLE. THE PARTIES RECOGNIZE THAT THE AGREEMENTS ARE PERFORMABLE IN PART IN DALLAS COUNTY.

12.14 **Dispute Resolution.** PURSUANT TO THE FEDERAL ARBITRATION ACT, THE PARTIES HEREBY AGREE THAT ANY CONTROVERSY, CLAIM OR ALLEGED BREACH, INCLUDING BUT NOT LIMITED TO TORTS AND STATUTORY CLAIMS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE NEGOTIATION OF THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION CONDUCTED UNDER THE AMERICAN ARBITRATION ASSOCIATION ("AAA") COMMERCIAL ARBITRATION RULES. DEMAND FOR ARBITRATION MUST BE MADE NO LATER THAN THE TIME THAT SUCH ACTION WOULD BE PERMITTED UNDER THE APPLICABLE TEXAS STATUTE OF LIMITATION. ANY DISPUTES REGARDING THE TIMELINESS OF THE DEMAND FOR ARBITRATION SHALL BE DECIDED BY THE ARBITRATOR(S). JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF IN ORDER TO OBTAIN COMPLIANCE THEREWITH. ANY CASE IN WHICH ANY CLAIM, OR COMBINATION OF CLAIMS, EXCEEDS \$500,000 WILL BE DECIDED BY THE MAJORITY OF A PANEL OF THREE (3) NEUTRAL ARBITRATORS. IN RENDERING THE AWARD, THE ARBITRATOR(S) WILL DETERMINE THE RIGHTS AND OBLIGATIONS OF THE PARTIES ACCORDING TO THE LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO ANY CONFLICT OF LAW PRINCIPLES). ANY DISCOVERY IN ADVANCE OF THE ARBITRATION HEARINGS SHALL BE CONDUCTED CONSISTENT WITH THE DISCOVERY PERMITTED UNDER THE FEDERAL RULES OF CIVIL PROCEDURE; PROVIDED, HOWEVER, EACH PARTY SHALL BE ENTITLED TO: NO MORE THAN 5 DEPOSITIONS OF NO MORE THAN 5 HOURS EACH PER SIDE, NO MORE THAN 1 WRITTEN SET OF NO MORE THAN THIRTY (30) INTERROGATORIES, AND NO MORE THAN FIFTY (50) REQUESTS FOR PRODUCTION, UNLESS THE MAJORITY OF THE ARBITRATORS GRANT THE PARTIES THE RIGHT TO ADDITIONAL DISCOVERY. THE ARBITRATION PROCEEDINGS AND HEARINGS WILL BE CONDUCTED IN DALLAS, TEXAS OR AT SUCH OTHER PLACE AS MAY BE SELECTED BY MUTUAL AGREEMENT. EACH PARTY SHALL BEAR ITS OWN COSTS AND EXPENSES (INCLUDING ATTORNEY FEES), AS WELL AS AN EQUAL SHARE OF THE ARBITRATORS' FEES AND ADMINISTRATIVE FEES OF ARBITRATION. NO PARTY OR ARBITRATOR(S) MAY DISCLOSE THE EXISTENCE, CONTENT OR RESULTS OF ANY ARBITRATION HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES.

12.15 **Contract Execution; Counterparts; Original Documents.** Each Party agrees that this Agreement, as well as any amendments thereto, may be executed by written or electronic signature and may be delivered by facsimile or other electronic transfer in multiple counterparts, each of which will be as binding on the Party or Parties as an original document. Each Party understands and agrees that such facsimiles or other electronic transmissions shall be deemed to constitute the original of such documents, and that any objections that they do not constitute the "best evidence" of the documents, or that they do not comply with the "Statute of Frauds," as well as any other similar objections to the validity or admissibility of the document, are hereby expressly waived by the Parties.

**GOVERNMENTAL ADDENDUM TO THE
CONTRACT FOR SUPPLY OF ELECTRICITY**



- I. The following new definitions are hereby added to Section I of the Terms and Conditions, to be inserted in alphabetical order, as applicable:

"Code" means the following:

For local governmental entities, Texas Local Government Code, Title 8, Chapter 271, Subchapter I, Sections 271.151 through 271.160, and any amendments thereto; and

For state governmental entities, Texas Government Code, Title 10, Chapter 2260, and any amendments thereto.

"Covered Contract" means the following:

For local governmental entities, a "Contract subject to this subchapter," as such phrase is defined in Section 271.151(2) of the Code; and

For state governmental entities, a "Contract," as such phrase is defined in Section 2260.001(1) of the Code.

- II. Section 4.1 of the Terms and Conditions shall be deleted in its entirety and replaced with the following:

Seller will invoice Buyer for the Charges listed in Article II ("Charges") of the Agreement for Power delivered to the Premise(s) during each monthly billing cycle of the Term. Following receipt of such invoice, Buyer shall pay Seller the Charges identified on each invoice on or before the end of the time period listed in Article III ("Billing") of the Agreement. Buyer shall notify Seller in writing on or before the due date if Buyer is withholding payment of any disputed portion of the Charges and shall include a list of specific reasons for the dispute; provided, however, that the undisputed portions of the Charges shall remain due and payable on the due date. If Buyer gives such notice of dispute, the Parties shall pursue diligent, good faith efforts to resolve the dispute during the thirty (30) calendar days following Seller's receipt of the notice. Any amount found payable (including interest) shall be paid within fifteen calendar days of the dispute being resolved. If the Parties are unable to resolve the dispute during the thirty (30) day period and it is subsequently determined that Buyer should pay Seller all or part of the disputed amount, Seller may require that Buyer pay interest on such past due amount from the date such payment was originally due until the same is paid. All past due amounts shall accrue interest at a rate equal to the lesser of (i) one percent (1%) above the "Prime Rate" as published on the first business day of July of Buyer's preceding fiscal year that does not fall on a Saturday or Sunday in the Wall Street Journal under "Money Rates" or an appropriate substitute should such rate cease to be published, or (ii) the highest rate allowed by law, from the date the payment was originally due until paid (including accrued interest).

- III. Section 4.5 of the Terms and Conditions shall be deleted in its entirety and replaced with the following:

4.5 If, upon expiration or termination of the Agreement for any reason, Buyer fails either to switch to another retail electric provider or execute a replacement agreement with Seller, then, until Buyer either executes a replacement agreement with Seller or switches to another provider for the applicable Premise(s), Seller may charge Buyer, as the Contract Price for Power utilized at such Premises after expiration or termination of the Agreement, a price per kWh equivalent to Seller's then current "standard list price offer," and the other terms governing such sales shall be identical to those applicable to sales that occurred prior to the termination/expiration of the Agreement. Provided further, however, in the event that after such termination or expiration Buyer should fail to make payment due to Seller or provide security after notice and opportunity to pay/provide, Seller, in its sole discretion and at whatever time chosen by Seller, may (as a result of PUCT rules that forbid a REP from switching a customer to the POLR) direct the TDSP to disconnect electric service to the Premise(s) under such Agreement, except as may be prohibited by law; however, Seller shall not have the right to direct the TDSP to disconnect electric service for the non-payment of amounts that are subject to a bona fide dispute.

- IV. The following Section 4.7 shall be added to Article IV of the Terms and Conditions:

4.7 If Buyer notifies Seller in writing of a justifiable concern regarding the accuracy of an invoice, Seller will make the records in its possession that are reasonably necessary to verify the accuracy of the bill available to Buyer during normal business hours. It is understood and agreed that such information and records provided under this Section 4.7 constitute Seller's proprietary and confidential information, the release of which could hinder or harm Seller's competitive position; therefore, such information and records are not intended to be subject to disclosure under the Texas Public Information Act (TPIA) and shall not be released by Buyer, unless (a) otherwise determined by the Texas Attorney General or a court of competent jurisdiction; or (b) prior written approval is obtained from Seller. In the event that Buyer receives a request pursuant to the TPIA that encompasses information or records provided by Seller under this Section 4.7, Buyer shall notify Seller of such request within ten (10) days of receipt. Nothing in this section will require Buyer to pursue a legal challenge in any court to seek to overturn a ruling by the Texas Attorney General's Office or a court requiring disclosure pursuant to the provisions of the TPIA or another provision of law, but Buyer shall (i) cooperate and assist Seller if Seller pursues such a challenge and (ii) make no disclosure until, if, and when Seller's challenge is finally denied. All information and records provided hereunder constitute Seller's property and such information, records, and copies thereof, as well as all notes taken therefrom, shall be returned to Seller promptly after the resolution of the concerns regarding the accuracy of the invoice.

- V. The following Section 4.8 shall be added to Article IV of the Terms and Conditions:

4.8 Buyer represents and warrants that as a political subdivision or agency of the State of Texas, it is exempt from state sales taxes pursuant to Section 151.309 of the Texas Tax Code. Seller may request a certificate of exemption from Buyer, and Buyer shall provide such certificate within a reasonable period of time. Thereafter, Seller, to the extent that it is not required to collect or pay such taxes, will not flow through the costs of such taxes hereunder to Buyer.

- VI. Section 6.2(a) of the Terms and Conditions shall be deleted in its entirety and replaced with the following:

6.2(a) If Seller terminates the Agreement due to a Material Breach by Buyer, Buyer shall, within thirty (30) calendar days of receipt of Seller's invoice following such termination, pay Seller, in addition to all reasonable direct costs and expenses incurred by Seller as a result of such Material Breach and termination, and all amounts Buyer owes Seller under the Agreement with respect to time periods prior to the termination, the positive amount, if any, calculated as follows as of the date of termination: the sum of (A) the product of (i) the remaining quantities of electricity for the remainder of the Agreement Term as reflected on Exhibit A-1 (the "Remaining Quantities") multiplied by (ii) the Contract Price under such Agreement minus the then-current market value of a kWh as reasonably determined by Seller plus (B) the value of any term extension option rights, if any, that Seller may have under the Agreement. In addition, if the termination was pursuant to Section 6.1(a) or (h) above due to Buyer's Material Breach in failing to make payment due to Seller or provide security after the requisite notice and opportunity to cure, Seller may (as a result of PUCT rules that forbid a REP from switching a customer to the POLR) direct the TDSP to disconnect electric service to the Premise(s) covered hereunder, except as may be prohibited by law; however, Seller shall not have the right to direct the TDSP to disconnect electric service (i) for the non-payment of amounts that are subject to a bona fide dispute, (ii) prior to termination of the Agreement, or (iii) for a termination of the Agreement due to a Material Breach other than non-payment or failure to provide security.

- VII. The following Sections 6.3 and 6.4 shall be added to Article VI of the Terms and Conditions:

6.3 The Parties agree that if (i) Buyer is unable to allot or appropriate sufficient funds for Buyer's fiscal year(s) that follow the initial fiscal year of the Agreement Term to continue the purchase of the total quantity of electricity covered by the Agreement, and (ii) otherwise has no legally available funds for the purchase of electricity, Buyer may terminate the Agreement at the end of Buyer's then current fiscal year by (a) giving Seller ninety (90) calendar days written notice to Seller and (b) enclosing therewith a sworn statement that the foregoing conditions exist. In this sole event, Buyer shall not be obligated to make contract payments under the Agreement beyond the end of the then current fiscal year. Notwithstanding the foregoing, Buyer covenants and represents to Seller that upon the execution of the Agreement (a) Buyer has budgeted and has a available sufficient funds to comply with its obligations under the Agreement for the current fiscal year, (b) there are no circumstances presently affecting Buyer that could reasonably be expected to adversely affect its ability to budget funds for the payment of all sums due under the Agreement, (c) Buyer believes that funds can be obtained in amounts sufficient to make all contract payments during the full Agreement Term and intends to make all required contract payments for the full Agreement Term, (d) Buyer covenants that it will do all things within its power to obtain, maintain and properly request and pursue funds from which contract payments may be made, specifically, including in its annual budget requests amounts sufficient to make contract payments for the full Agreement Term, (e) Buyer will not give priority in the appropriation of funds for the acquisition or use of additional energy services, (f) if any funds are appropriated for electricity costs, such funds shall be applied first to the cost of electricity to be provided pursuant to the Agreement and that any such funds shall not be used to pay for electric power from any other electric power provider for the accounts covered in the Agreement, and (g) Buyer agrees to notify Seller in writing of such non-appropriation at the earliest practicable time subsequent to the failure to

appropriate. As of the termination date of the Agreement under this Section 6.3, Seller shall have no further duty to supply electricity to Buyer under such Agreement and Buyer shall move service for Buyer's Premises to another REP or the POLR on the date of termination for non-appropriation.

6.4 If Buyer uses its inherent powers as a governmental entity under the provisions of Articles VII, X, or in any other manner to circumvent the intent or terms and provisions of the Agreement, Buyer shall be responsible for contract damages caused by such action.

VIII. Section 8.2 of the Terms and Conditions shall be deleted in its entirety and replaced with the following:

ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT OR OTHERWISE IN CONNECTION WITH THE AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE. ANY PAYMENT TO WHICH SELLER IS ENTITLED UNDER THE AGREEMENT SHALL CONSTITUTE A BALANCE DUE AND OWED UNDER THE AGREEMENT.

IX. Article X of the Terms and Conditions is hereby amended for local and state governmental entities to add a new Section 10.4 to read in its entirety as follows:

10.4 The Parties hereby acknowledge and agree that this Agreement is a Covered Contract subject to all provisions of the Code (unless preempted by other applicable law), that Buyer is either a local governmental entity or a unit of state government, each as defined in the Code, with the authority to enter into the Agreement, and that the Agreement will be properly approved and executed. By signing and entering into this Contract, Seller verifies that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

X. Article XI of the Terms and Conditions shall be retitled "Responsibility" and Sections 11.1 and 11.2 thereof shall be deleted in their entirety and replaced with the following:

11.1 As between the Parties, Buyer assumes full responsibility for electric energy on Buyer's side (downstream) of the TDSP Point of Delivery, and agrees to the full extent allowed by law, to and shall hold harmless Seller, its parent company and all of its affiliates (except any which may be the TDSP serving Buyer's Premise(s)), and all of their respective officers, directors, shareholders, associates, employees, servants, and agents (collectively referred to as "Seller Group"), from and against all claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind (collectively referred to "Claims"), including Claims for personal injury, death, or damages to property, occurring on Buyer's side of the TDSP Point of Delivery, arising out of or related to the electric power and energy and/or Buyer's performance under the Agreement.

11.2 As between the Parties, Seller assumes full responsibility for electric energy on Seller's side (upstream) of the Seller Point of Delivery, and agrees to and shall hold harmless Buyer, its officials, associates, employees, servants, and agents (collectively referred to as "Buyer Group"), from and against all Claims, including Claims for personal injury, death, or damages to property occurring on Seller's side of the Seller Point of Delivery, arising out of or related to the electric power and energy and/or Seller's performance under the Agreement.

XI. The following shall be added to the end of Section 12.4 of the Terms and Conditions:

Except to the extent necessary to enforce Seller's rights under the Agreement and to the extent allowed by law, including but not limited to the Code, nothing in the Agreement shall constitute or be interpreted to constitute a waiver of Buyer's statutory and common-law immunity defenses, including sovereign and/or governmental immunity and qualified and/or official immunity; it being intended that such immunities shall in all respects be preserved except as otherwise provided herein.

XII. Sections 12.6 and 12.7 of the Terms and Conditions shall be deleted in their entirety and replaced with the following:

12.6 **Survival.** No termination or cancellation of the Agreement will relieve either Party of any obligations under the Agreement that by their nature survive such termination or cancellation, including, but not limited to, all warranties, obligations to hold harmless, obligations to pay for electricity taken, and obligations for any breaches of contract.

12.7 **Confidentiality.** Seller acknowledges that Buyer is a governmental body that is subject to the TPIA, which requires Buyer to release upon request any information that is defined as public absent a ruling from the Texas Attorney General's Office. Subject to the TPIA or any other court order, rule or regulation requiring disclosure, Buyer agrees to keep all terms and provisions of the Agreement, and any information and records in Buyer's possession that are provided under the Agreement, confidential and not to disclose the terms of the same to any third parties without the prior written consent of Seller. It is understood and agreed that the foregoing constitutes proprietary and confidential information of Seller, the release of which could hinder or harm Seller's competitive position, and therefore is not intended to be subject to disclosure under the TPIA and shall not be released by Buyer, unless (a) determined otherwise by the Texas Attorney General or a court of competent jurisdiction; or (b) prior written approval is obtained from Seller. In the event that Buyer receives a request pursuant to the TPIA that encompasses the foregoing information, Buyer shall notify Seller of such request within ten (10) days of receipt. Nothing in this section will require Buyer to pursue a legal challenge in any court to seek to overturn a ruling by the Texas Attorney General's Office or a court requiring disclosure pursuant to the provisions of the TPIA or another provision of law, but Buyer shall (i) cooperate and assist Seller if Seller pursues such a challenge and (ii) make no disclosure until, if, and when Seller's challenge has been finally denied.

XIII. The last sentence of Section 12.9 of the Terms and Conditions shall be deleted and replaced with the following:

Buyer hereby further represents and warrants to Seller that (a) Buyer is authorized by statute or the constitution to enter into this Agreement, (b) the Agreement has been properly approved and executed, and (c) Buyer's governing body meets more frequently than once per month and will continue to do so throughout this Agreement Term. If any of Buyer's representations or warranties are untrue when made or fail to be true at all times during the Agreement Term, Buyer shall bear full responsibility for all resulting costs and damages.

XIV. Section 12.14 of the Terms and Conditions shall be deleted in its entirety and replaced with the following:

For state governmental entities: Unless preempted by other applicable law, the dispute resolution process provided for in the Code shall be used by Buyer and Seller to resolve any dispute arising under the Agreement. The dispute resolution process provided for in the Code shall be used, as further described herein, to attempt to resolve a claim for breach of contract asserted by the Seller under the Agreement. If Seller's claim for breach of Contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in the Code. To initiate the process, Seller shall submit written notice, as required by subchapter B of the Code, to Buyer in accordance with the notice provisions in the Agreement. Compliance by Seller with the Code is a condition precedent to the filing of a contested case proceeding under the Code.

The contested case process provided in the Code is Seller's sole and exclusive process for seeking a remedy for an alleged breach of the Agreement by Buyer if the Parties are unable to resolve their disputes in the ordinary course of business. Compliance with the contested case process provided in the Code is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of this Agreement by Buyer nor any other conduct of any representative of Buyer relating to the Contract shall be considered a waiver of sovereign immunity to suit.

For local and county governmental entities: **[Intentionally Deleted]**

XV. A new Section 12.16 of the Terms and Conditions is hereby added to read in its entirety as follows:

12.16 **Attorneys' Fees.** In any litigation to enforce the terms of this Agreement, the prevailing party is entitled to recover its reasonable and necessary attorneys' fees from the non-prevailing party.

[End of Addendum]

Exhibit A – Point of Delivery Listing



Legal Name: City of Elgin

Quote: S0145391

TDSP	ESI ID	ESI ID Address	Congestion Zone	Meter Cycle	Special Start Date	Special End Date	Profile	Meter Type	Standing Charge	ESI Peak KW
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720005158719	202 DEPOT ST GRDL 1 ELGIN TX 78621-2615	South	01			NMLIGHT		\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004410407	@TENNIS COURTS ELGIN TX 78621-0000	South	01			BUSNODE M	AMSR	\$0.00	3
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720000118067	108 N MAIN ST # A ELGIN TX 78621-2619	South	01			BUSNODE M	AMSR	\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004390629	@SEWER LOUISE/8TH ELGIN TX 78621	South	01			BUSNODE M	AMSM	\$0.00	4
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720009095946	1137 SWENSON BLVD ELGIN TX 78621	South	01			BUSNODE M	AMSR	\$0.00	12
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004385886	@ELGIN OAKS STG ELGIN TX 78621-0000	South	01			BUSLOLF	AMSM	\$0.00	24
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720000119697	WATER TREATMENT MAIN GRDL 2 ELGIN TX 78621	South	01			NMLIGHT		\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004410438	1201 N MAIN ST CONC ELGIN TX 78621-1500	South	01			BUSNODE M	AMSR	\$0.00	10
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720006111718	@MEMORIAL PARK B ELGIN TX 78621-0000	South	01			BUSNODE M	AMSR	\$0.00	9
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720000071272	361 N HIGHWAY 95 TEMP ELGIN TX 78621-1518	South	01			BUSNODE M	AMSR	\$0.00	12
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720000132376	101 ROY RIVERS RD ELGIN TX 78621	South	01			BUSNODE M	AMSR	\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720000132407	103 ROY RIVERS RD STLG ELGIN TX 78621	South	01			BUSNODE M	AMSR	\$0.00	1
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720000247913	802 N AVENUE C RR ELGIN TX 78621-2120	South	01			BUSNODE M	AMSM	\$0.00	11
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720000405579	100 N MAIN ST COE ELGIN TX 78621	South	01			BUSNODE M	AMSR	\$0.00	3
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720005190959	404 N MAIN ST GRDL ELGIN TX 78621-2625	South	01			NMLIGHT		\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720000405610	201 N MAIN ST COE ELGIN TX 78621	South	01			BUSNODE M	AMSR	\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720000768403	500 E 10TH ST CONC ELGIN TX 78621	South	01			BUSNODE M	AMSR	\$0.00	13

ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720000835469	18 N MAIN ST ODLT ELGIN TX 78621-2654	South	01			BUSNODE M	AMS R	\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720000835500	19 N MAIN ST ODLT ELGIN TX 78621-2657	South	01			BUSNODE M	AMS R	\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720000835531	22 N MAIN ST ODLT ELGIN TX 78621-2654	South	01			BUSNODE M	AMS R	\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004341866	854 CENTRAL AVE SEWR LIFT ELGIN TX 78621-2536	South	02			BUSLOLF	AMS M	\$0.00	18
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004351817	290 CARVER ST SEWR LIFT ELGIN TX 78621-3226	South	01			BUSNODE M	AMS M	\$0.00	26
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004361954	202 DEPOT ST DEPT POLIC ELGIN TX 78621-2615	South	01			BUSMEDLF	AMS M	\$0.00	25
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004378942	@BALL PARK MADISON ST ELGIN TX 78621-0000	South	01			BUSNODE M	AMS M	\$0.00	26
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004381608	@URD STORAGE FACILITY ELGIN TX 78621-0000	South	01			BUSMEDLF	AMS M	\$0.00	94
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004385638	@WATER WELL 10 ELGIN TX 78621-0000	South	01			BUSLOLF	AMS M	\$0.00	60
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004385762	207 PUMP STATI ELGIN TX 78621	South	01			BUSMEDLF	AMS M	\$0.00	66
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004385824	@CHEMICAL FEED ELGIN TX 78621-0000	South	01			BUSNODE M	AMS R	\$0.00	2
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720006294959	00000 @THOMAS PARK/PAVILLION ELGIN TX 78621-0000	South	01			BUSNODE M	AMS R	\$0.00	3
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004385855	207 PUMP STATION RD ELGIN TX 78621	South	01			BUSMEDLF	AMS M	\$0.00	72
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004386010	@WATER WELL 11 ELGIN TX 78621-0000	South	02			BUSLOLF	AMS M	\$0.00	80
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004389482	@SEWER LIFT LEXINGTON ELGIN TX 78621	South	01			BUSNODE M	AMS R	\$0.00	6
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004391776	500 E 10TH ST PARK BBALL ELGIN TX 78621	South	01			BUSLOLF	AMS M	\$0.00	109
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004397449	611 W 2ND ST ELGIN TX 78621-2130	South	01			BUSNODE M	AMS R	\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004410469	298 E 11TH ST ELGIN TX 78621-1523	South	01			BUSNODE M	AMS R	\$0.00	5
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004410500	@YOUTH PARK N MAI ELGIN TX 78621-0000	South	01			BUSLOLF	AMS M	\$0.00	29
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004411616	404 N MAIN ST ELGIN TX 78621-2625	South	01			BUSLOLF	AMS M	\$0.00	50
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004414566	@STREET LIGHTS STLG 2 ELGIN TX 78621-0000	South	03			NMLIGHT		\$0.00	93

ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004411647	310 N MAIN ST ELGIN TX 78621-2623	South	01			BUSLOLF	AMS M	\$0.00	32
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004414003	@PARKING LOT ELGIN TX 78621-0000	South	01			BUSNODE M	AMS R	\$0.00	3
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004414034	218 DEPOT ST ELGIN TX 78621-2615	South	01			BUSNODE M	AMS R	\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004414473	@STREET LIGHTS STLG 4 ELGIN TX 78621-0000	South	03			NMLIGHT		\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004956909	714 N AVENUE C GRDL ELGIN TX 78621-2140	South	01			NMLIGHT		\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720005092751	PAVILION GRDL ELGIN TX 78621	South	01			NMLIGHT		\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720005146040	BALL PARK MADISON ST GRDL ELGIN TX 78621	South	01			NMLIGHT		\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720005158626	202 DEPOT ST GRDL 4 ELGIN TX 78621-2615	South	01			NMLIGHT		\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720009707656	100 SWENSON BLVD ELGIN TX 78621-0000	South	02			BUSNODE M	AMS R	\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720005158657	202 DEPOT ST GRDL 3 ELGIN TX 78621-2615	South	01			NMLIGHT		\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720005190742	PARK RIDE HWY 95 N GRDL ELGIN TX 78621	South	01			NMLIGHT		\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720005245643	WATER TREATMENT MAIN GRDL ELGIN TX 78621	South	01			NMLIGHT		\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720006003342	@STREET LIGHTS STLG 1 ELGIN TX 78621-0000	South	03			NMLIGHT		\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720006050524	111 DEPOT ST ELGIN TX 78621-2613	South	02			BUSLOLF	AMS R	\$0.00	21
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720009914276	136 LACY DR ELGIN TX 78621-9571	South	01			BUSNODE M	AMS R	\$0.00	1
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720006111966	@MEMORIAL PARK A ELGIN TX 78621-0000	South	01			BUSLOLF	AMS R	\$0.00	18
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720006302621	823 SAVANNAH CV # A ELGIN TX 78621-1253	South	01			BUSNODE M	AMS R	\$0.00	3
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720006376179	@PARK & RIDE/HWY 95 N ELGIN TX 78621-0000	South	01			BUSNODE M	AMS R	\$0.00	6
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720008047859	WATER WELL #15 WELL WATER WELL ELGIN TX 78621	South	01			BUSMEDLF	AMS M	\$0.00	73
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720006864026	714 N AVENUE C ELGIN TX 78621-2140	South	01			BUSLOLF	AMS M	\$0.00	48
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720007545400	1400 ELDORADO PKWY APT 3106 MCKINNEY TX 75069-7967	North	17			RESLOWR	AMS R	\$0.00	9

ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720007545468	14 DEPOT ST ELGIN TX 78621-2612	South	01			BUSLOLF	AMS M	\$0.00	39
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720008381879	WATER WELL 12 WATER WELL ELGIN TX 78621-0000	South	02			BUSLOLF	AMS M	\$0.00	178
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720008599845	116 N MAIN ST STE A ELGIN TX 78621-2619	South	01			BUSNODE M	AMS R	\$0.00	5
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720008480583	724 W CLEVELAND ST ELGIN TX 78621-3205	South	02			BUSNODE M	AMS R	\$0.00	4
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720008663395	4 DEPOT ST ELGIN TX 78621-2612	South	01			BUSNODE M	AMS R	\$0.00	1
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720008969179	201 N WESTBROOK LN SEWR LIFT ELGIN TX 78621	South	01			BUSMEDLF	AMS M	\$0.00	21
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720009161839	720 W CLEVELAND ST ELGIN TX 78621-3205	South	02			BUSHILF	AMS M	\$0.00	132
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720009214787	13990 COUNTY LINE RD ELGIN TX 78621-3800	South	01			BUSNODE M	AMS R	\$0.00	1
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720009252465	14 DEPOT ST SQUAR ELGIN TX 78621-2612	South	01			BUSNODE M	AMS R	\$0.00	3
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720009326356	114 CENTRAL AVE ELGIN TX 78621	South	02			BUSNODE M	AMS R	\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720009651763	1135 SWENSON BLVD 7 ELGIN TX 78621-0000	South	02			BUSLOLF	AMS R	\$0.00	26
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720009985886	STREET LIGHTS STLG STLG ELGIN TX 78621	South	03			NMLIGHT		\$0.00	0

Total Number of Points of Delivery = 71

Total Peak kW = 1,490

Total Monthly Standing Charges = \$0.00

ESI ID ACKNOWLEDGEMENT

Buyer represents and warrants that each and every ESI ID and Premise listed in this Exhibit A primarily serves Buyer's commercial non-residential purposes, and that all information listed therein (including the Monthly Contract Usage Quantities on Exhibit A-1) is accurate and correct. Buyer agrees to bear all responsibility, liability, and associated costs with regard to (i) the foregoing representation and warranty, as well as (ii) any missing ESI IDs not listed in Exhibit A, and/or ESI IDs erroneously listed on Exhibit A.

In the event this Exhibit A contains temporary placeholder ESI ID numbers (typically denoted by "TPH" at the beginning of the ESI ID number) for contracted future Buyer ESI IDs, then (i) Buyer shall give Seller at least thirty (30) days prior written notice of the date that each such ESI ID will be energized as a Buyer ESI ID (i.e., when Buyer will begin utilizing the applicable facility located at Buyer's Premise), (ii) Seller will not be obligated to serve any such ESI ID under the Agreement until, at the earliest, after the expiration of at least thirty (30) days after Buyer's written notice has been given to Seller, and (iii), in any event, Buyer's giving, or failure to give, timely notice to Seller shall not affect Buyer's obligation, under the Agreement, to be responsible for all volumes contracted for under the Agreement as reflected on Exhibit A-1.

Exhibit A-1 – Monthly Contract Quantities



Legal Name: City of Elgin

Quote: S0145391

Total Contract kWh: 16,180,410

Period*	Contract Quantities (kWh)
12/1/2018	75,845
1/1/2019	261,766
2/1/2019	267,663
3/1/2019	272,402
4/1/2019	262,383
5/1/2019	322,032
6/1/2019	339,190
7/1/2019	321,390
8/1/2019	308,594
9/1/2019	87,148
10/1/2019	217,648
11/1/2019	294,773
12/1/2019	281,145
1/1/2020	261,766
2/1/2020	267,663
3/1/2020	272,402
4/1/2020	262,383
5/1/2020	322,032
6/1/2020	339,190
7/1/2020	321,390
8/1/2020	308,594
9/1/2020	87,148
10/1/2020	217,648
11/1/2020	294,773
12/1/2020	281,145
1/1/2021	261,766
2/1/2021	267,663
3/1/2021	272,402
4/1/2021	262,383
5/1/2021	322,032
6/1/2021	339,190
7/1/2021	321,390
8/1/2021	308,594
9/1/2021	87,148
10/1/2021	217,648
11/1/2021	294,773
12/1/2021	281,145
1/1/2022	261,766
2/1/2022	267,663
3/1/2022	272,402
4/1/2022	262,383
5/1/2022	322,032
6/1/2022	339,190

7/1/2022	321,390
8/1/2022	308,594
9/1/2022	87,148
10/1/2022	217,648
11/1/2022	294,773
12/1/2022	281,145
1/1/2023	261,766
2/1/2023	267,663
3/1/2023	272,402
4/1/2023	262,383
5/1/2023	322,032
6/1/2023	339,190
7/1/2023	321,390
8/1/2023	308,594
9/1/2023	87,148
10/1/2023	217,648
11/1/2023	294,773
12/1/2023	205,040

Total Number of Periods = 61

* The first and/or last period(s) may reflect partial month volumes based on beginning and ending meter read cycles

Customer Information			
Company:	City of Elgin	Phone:	-
Contact:	Charles Cunningham	Cell:	-
Address:		Fax:	-
City, ST, Zip		Email:	
Current Account Information			
Current Provider	Conedison	Estimated Annual kWh	3,364,717
Base Montly Charge:	\$0.00	Current Provider Rate	0.0592000
Meter Rate (ea)	\$0.00		
Number of ESI's	0		
Base Annual Chg	\$0		



Director: Todd Malcolm
Direct Line: 214-488-8062
Fax: 888-334-4898
Email: todd@adksol.com
Creation Date: 2/2/2018

TDSP	Proposed Terms	30 Months	42 Months	54 Months	60 Months	66 Months			
Oncor	Contract Start Date	12/1/2018	12/1/2018	12/1/2018	12/1/2018	12/1/2018			
Zone:	Contract End Date	6/1/2021	6/1/2022	6/1/2023	12/1/2023	6/1/2024			
Pricing Type: Fixed									

Base Charge: \$0.00	TXU Energy	0.0369627	0.0369883	0.0371815	0.0377841				
Meter Charge: \$0.00									
	Savings:	\$ (187,056)	\$ (261,576)	\$ (333,387)	\$ (360,292)				

Base Charge: \$0.00	Reliant Energy	0.03723	0.03721	0.03716	0.03753				
Meter Charge: \$0.00									
	Savings:	\$ (184,807)	\$ (258,965)	\$ (333,713)	\$ (364,567)				

Base Charge: \$0.00	Summer Energy	0.03726	0.03771	0.03805		0.03825			
Meter Charge: \$0.00									
	Savings:	\$ (184,555)	\$ (253,077)	\$ (320,237)		\$ (387,700)			

Base Charge: \$0.00	0								
Meter Charge: \$0.00									
	Savings:								

Base Charge: \$0.00	0								
Meter Charge: \$0.00									
	Savings:								

Please Note: Energy Prices are dynamic, and quoted rates are subject to change until contracts are signed and approved by the provider.



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

A RESOLUTION OF THE CITY OF ELGIN, TEXAS TO CAST A VOTE FOR A PERSON TO SERVE ON THE BOARD OF DIRECTORS OF THE TRAVIS CENTRAL APPRAISAL DISTRICT

DEPARTMENT: Administration

PROPOSED ACTION:

Consider a Resolution formally casting one (1) vote for one of the following candidates: Anthony Nguyen, James Hamann, or Jeffery Lewis to serve on the Travis Central Appraisal District Board of Directors.

BACKGROUND:

The Texas Property Tax Code allows the City of Elgin to cast a vote for a person to serve on the Board of Directors of the Travis Central Appraisal District for a term of office of two years. The 1 vote allocated to the City is based on a formula that essentially compares to the City's total appraised property value in proportion to the overall appraised of the entire TCAD.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Determination as to the casting of one (1) vote allocated to the City of Elgin for the Travis Central Appraisal District Board of Directors; and further direction to staff, if any, regarding same.

ATTACHMENTS:

Resolution

Letter Ballot Travis CAD

- ☐ 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 TO CAST A VOTE FOR A PERSON TO SERVE
ON THE BOARD OF DIRECTORS OF THE TRAVIS CENTRAL APPRAISAL DISTRICT**

WHEREAS, the City of Elgin participates in the Travis Central Appraisal District, and;

WHEREAS, Chapter 6 of the Property Tax Code allows each tax unit to cast votes for the Board of Directors of the Travis Central Appraisal District in proportion to their tax levy, and;

WHEREAS, the City of Elgin met in open session to consider the casting of the votes to which they are entitled;

NOW THEREFORE, City of Elgin does hereby cast votes for the following person or persons to the Board of Directors of the Travis Central Appraisal District for a two-year term to begin January 1, 2018.

Candidate:

Votes Cast For:

_____Anthony Nguyen

City of Pflugerville

_____James Hamann

Pflugerville ISD

_____Jeffery Lewis

City of Manor

Signed on this the 5th day of February, 2018.

Presiding Officer, Chris Cannon, Mayor

Governing Body Secretary, Amelia Sanchez

TRAVIS CENTRAL APPRAISAL DISTRICT

BOARD OFFICERS

BLANCA ZAMORA-GARCIA
CHAIRPERSON
BRUCE GRUBE
VICE CHAIRPERSON
ED KELLER
SECRETARY/TREASURER



MARYA CRIGLER
CHIEF APPRAISER

BOARD MEMBERS

THERESA BASTIAN
TOM BUCKLE
BRUCE ELFANT
KRISTOFFER S. LANDS
ELEANOR POWELL
RICO REYES
JAMES VALADEZ

CITY OF ELGIN
THE HONORABLE CHRIS CANNON, MAYOR
310 N MAIN ST
P O BOX 591
ELGIN, TX 78621

January 22, 2018

The deadline has passed for the jurisdictions in the eastern part of Travis County to make nominations for their representative member of the Board of Directors of the Travis Central Appraisal District. The term for the prospective member's service will be two years, starting in January 1, 2018. The following are the nominations and sponsoring jurisdictions for the Eastern Travis County member for our Board:

BALLOT

<u>Candidate</u>	<u>Nominated by</u>
_____ Anthony Nguyen	City of Pflugerville
_____ James Hamann	Pflugerville ISD
_____ Jeffery Lewis	City of Manor

This letter serves as a ballot, and is being sent to the presiding officer of each city and school district in Eastern Travis County. **On or before March 1, 2018 your jurisdiction should vote for one candidate using this ballot and return the ballot to the Chief Appraiser of the appraisal district at the following address:**

Marya Crigler
Travis Central Appraisal District
P.O. Box 149012
Austin, TX 78714-9012

On or before March 15, 2018, I will inform you of the results of the election and send you a complete list of the Board members. If you have any questions, please feel free to call me at (512) 834-9317, ext. 337.

Sincerely,

Marya Crigler
Chief Appraiser
Travis Central Appraisal District



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, CALLING AN ELECTION ON MAY 5, 2018 FOR THE PURPOSE OF ELECTING CERTAIN CITY OFFICIALS; DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR EARLY VOTING AND ELECTION DAY VOTING; PROVIDING FOR PERFORMANCE OF REQUIRED ADMINISTRATIVE DUTIES; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; CERTIFYING PROVISION OF REQUIRED ACCESSIBLE VOTING SYSTEMS AT EACH POLLING PLACE; AND PROVIDING FOR OTHER MATTERS RELATING TO SUCH CITY ELECTION.

DEPARTMENT: Administration

PROPOSED ACTION:

Formal authorization and approval to call for a General Election to be held on May 5, 2018 to fill expired terms.

BACKGROUND:

The terms for Council seats for Mayor, Wards 1, 2, 3 , and 4 will expire in May of 2018 and a General Election will be held on May 5, 2018 to fill the expired terms.

Attached are the Order of Election, Exhibit "A", the Early Voting Dates and Times, Exhibit "B", City of Elgin Election Day Polling Location, Exhibit "C", the Contract for Election Services with Bastrop County Elections Administrator, and the Joint Election Agreement with Elgin ISD.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Ordinance and Order calling the General Election as presented.

ATTACHMENTS:

Ordinance

Ordinance (Spanish)

Bastrop County Contract

Elgin ISD Joint Election 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.

ORDINANCE NO. 2018-

AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, CALLING AN ELECTION ON MAY 5, 2018 FOR THE PURPOSE OF ELECTING CERTAIN CITY OFFICIALS; DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR EARLY VOTING AND ELECTION DAY VOTING; PROVIDING FOR PERFORMANCE OF REQUIRED ADMINISTRATIVE DUTIES; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; CERTIFYING PROVISION OF REQUIRED ACCESSIBLE VOTING SYSTEMS AT EACH POLLING PLACE; AND PROVIDING FOR OTHER MATTERS RELATING TO SUCH CITY ELECTION.

WHEREAS, the City Council of the City of Elgin, Texas, wishes to order a general city election on May 5, 2018 for the purpose of electing Members for Mayor At Large, Ward 1, Ward 2, Ward 3, and Ward 4; and

WHEREAS, the City Council has determined that May 5, 2018 is the appropriate date for holding the election for electing Members for Mayor at Large, Ward 1, Ward 2, Ward 3, and Ward 4; and

WHEREAS, the City Council wishes to encourage all registered voters in the city to vote in this election; Now, Therefore,

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

Section 1. ELECTION DATE, PRECINCTS AND POLLING PLACES, AND ELECTION JUDGES.

Election Date. An election shall be held on Saturday, May 5, 2018 in accordance with the attached Order of Election, which Order of Election is labeled as (Exhibit "A") and incorporated herein by reference for all purposes.

Precincts and Polling Places. The City hereby designates the election precincts and polling places designated by the Bastrop County Elections Administrator, and approved by the Bastrop County Commissioners Court, for such Election Day voting. Further, the City hereby designates the early voting polling places and the temporary polling places designated by the Bastrop County Elections Administrator, and approved by the Bastrop County Commissioners Court, for early voting in such election. (Exhibit "C")

Election Judges. The Bastrop County Elections Administrator is conducting such election for the City pursuant to the terms of an Election Services Contract. The City Council hereby appoints, for the term of such election, the presiding election judge(s) and alternate election judge(s) as being those designated by the Bastrop County Elections Administrator.

Section 2. ELECTION CLERKS.

The presiding election judge is hereby authorized to appoint the number of election clerks necessary to assist in the proper conduct of the election, and such election clerks shall be qualified voters of the City of Elgin, Texas. If the election is conducted by the regularly appointed presiding election judge, then the alternate presiding election judge shall be appointed to serve as one of the clerks. The appointment of such clerks shall include a person fluent in the Spanish language to serve as a clerk to render oral aid in the Spanish language to any voter desiring such aid at the polls on the day of the election.

Section 3. EARLY VOTING.

Early Voting Clerk. The City Council hereby appoints the Bastrop County Elections Administrator as the City of Elgin Election Officer and Early Voting Clerk. The Early Voting Clerk's mailing address to which ballot applications and ballots to be voted by mail may be sent is as follows:

Bridgette Escobedo
Bastrop County Elections Administrator
804 Pecan Street
Bastrop, TX 78602

Applications for ballots by mail must be received no later than 5:00 p.m. on Tuesday, April 24, 2018.

Dates for Early Voting. Early voting shall commence on Monday, April 23, 2018 and continue through Tuesday, May 1, 2018, as provided by the Texas Election Code and as shown on attached exhibits. (Exhibit "B")

Places for Early Voting. Early voting shall be conducted by personal appearance at the Elgin Public Library, 404 North Main Street, Elgin, Texas, and/or at such other places as shall be designated by the Bastrop County Elections Administrator and approved by the Bastrop County Commissioners Court.

Times for Early Voting. During the period in which early voting is required or permitted by law, that being April 23, 2018 through May 1, 2018, the hours designated for early voting by personal appearance shall be designated in writing by the Bastrop County Elections Administrator, and approved by the Bastrop County Commissioners Court.

Section 4. EARLY VOTING BALLOT BOARD.

An Early Voting Ballot Board is hereby created to process early voting results, and the City hereby appoints the presiding judge of the Early Voting Ballot Board as appointed by the Bastrop County Elections Administrator. Such presiding judge shall appoint not less than two (2) other qualified members to serve on such Board.

Section 5. CUSTODIAN OF ELECTION RECORDS.

Pursuant to the Texas Election Code and the applicable Election Services Contract, the Bastrop County Elections Administrator shall serve as the custodian of voted ballots, and the City Secretary of Elgin, Texas shall be appointed as custodian of all other election records.

Section 6. CANDIDATE FILING PERIOD.

In accordance with Section 143.007 of the Texas Election Code, the first day of filing is 8:00 a.m. Wednesday, January 17, 2018 and the deadline for filing an application for a place on the ballot for this election is declared to be 5:00 p.m. Friday, February 16, 2018.

Section 7. VOTERS.

All resident, qualified voters of the City shall be entitled to vote at the election.

Section 8. NOTICE.

Posting. Notice of this election, including a Spanish translation hereof, shall be given by posting the appropriate documentation on the bulletin board used for posting notices of City Council meetings, and same shall be posted not later than Saturday, April 14, 2018 and shall remain posted through Election Day.

Publication. Notice of this election, including a Spanish translation hereof, shall be published once in a newspaper of general circulation in the City, the publication to appear not earlier than April 5, 2018 nor later than April 25, 2018.

Authorization to City Secretary. The City Secretary is hereby authorized and directed to publish and post the required notices in the manner and for the time periods required by law.

Section 9. VOTING DEVICES.

Pursuant to the Election Code and the applicable Election Services Contract, the Bastrop County Elections Administrator may use electronic voting systems and corresponding voting devices and equipment in conducting the election. The Bastrop County Elections Administrator is currently using election systems and software certified by the Texas Secretary of State.

The City Council of the City of Elgin, Texas, finds as follows:

Section 61.012, Texas Election Code, requires that at least one accessible voting station must be provided in each polling place used in a Texas election on or after January 1, 2006. Such system must comply with state and federal laws setting the requirements for voting systems that (i) fully comply with applicable laws relating to accessible voting systems which make voting accessible for disabled voters; and (ii) provide a practical and effective means for voters with physical disabilities to cast a secret ballot. The Office of the

Texas Secretary of State has certified that the DRE - Election Systems and Software iVotronic is an accessible voting system that may legally be used in Texas elections.

Sections 123.032 and 123.035, Texas Election Code, authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of such voting systems. As chief elections officer for the City of Elgin, the Bastrop County Elections Administrator shall provide at least one DRE - Election Systems and Software iVotronic in each polling place at every polling location used to conduct any election ordered on or after January 1, 2006. The DRE - Election Systems and Software iVotronic may be acquired by any legal means available to the City of Elgin, including but not limited to lease or rental from Bastrop County or from any other legal source, as authorized or required by Sections 123.032 and 123.035 of the Texas Election Code.

The Bastrop County Elections Administrator may also utilize a central counting station as provided by Texas Election Code § 127.000 *et seq.*, as amended.

Section 10. CONDUCT ACCORDING TO STATUTES.

In all substantive respects, the election shall be conducted in accordance with applicable provisions of the Texas Election Code, any other applicable statutes, and the City of Elgin's Home Rule Charter.

Section 11. ELECTION RESULTS.

The Bastrop County Elections Administrator shall conduct an unofficial tabulation of results after the closing of the polls on May 5, 2018. The official canvass, tabulation and declaration of the results of the election shall be conducted by the City Council at a regular or special council meeting held in accordance with provisions of the Texas Election Code.

Section 12. MISCELLANEOUS.

The provisions of this ordinance are severable; and in case any one or more of the provisions of this ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, then the remainder of this ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

By motion duly made, seconded and passed with an affirmative vote of the City Council members present, the requirement for reading this ordinance was dispensed. **READ, PASSED and ADOPTED** on first reading on this 6th day of February, 2018.

ATTEST;

Chris Cannon
Mayor, City of Elgin, Texas

City Secretary, City of Elgin, Texas

**EXHIBIT “A”
ORDER OF ELECTION**

CITY OF ELGIN, TEXAS

An Election is hereby ordered to be held on May 5, 2018 for the purpose of electing Members for Mayor at Large, Ward 1, Ward 2, Ward 3, and Ward 4.

Applications for a place on the ballot will be accepted beginning 8:00 a.m. on January 17, 2018 and must be received no later than 5:00 p.m. on February 16, 2018.

Election Day voting shall be conducted at the polling places for the precincts designated by the Bastrop County Elections Administrator and approved by the Bastrop County Commissioners Court, all as are shown on “Exhibit A to the Order of Election” which is incorporated herein by reference and made a part hereof for all intents and purposes. The polls at the designated polling places shall be open on Election Day from 7:00 a.m. to 7:00 p.m.

The Bastrop County Elections Administrator is hereby appointed as the Election Officer and Early Voting Clerk and Custodian of Election Records for this election. The presiding judge(s) for each of said polling places are those designated by the Bastrop County Elections Administrator, and they are hereby authorized to appoint additional election clerks (not less than two and not more than six) to assist in conducting said election.

Early voting by personal appearance will be conducted at the locations designated by the Bastrop County Elections Administrator and approved by the Bastrop County Commissioners Court, all as are delineated on the attached “Exhibit B to the Order of Election” which is incorporated herein by reference and made a part hereof for all intents and purposes.

Applications for a ballot by mail shall be mailed to:

Bridgette Escobedo
Bastrop County Elections Administrator
804 Pecan Street
Bastrop, TX 78602

Applications for ballots by mail must be received no later than 5:00 pm on Tuesday, April 24, 2018.

A completed scanned application for a ballot by mail containing an original signature may be submitted electronically to bridgette.escobedo@co.basrop.tx.us

Issued this the 6th day of February, 2018.

Chris Cannon, Mayor City of Elgin, Texas

EXHIBIT “B”

EARLY VOTING DATES, TIMES, AND LOCATIONS

Time Period:

Monday, April 23, 2018 through Tuesday, May 1, 2018.

Main Location:

City of Elgin Public Library, 404 N. Main St., Elgin, TX 78621

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
23 8:00 am – 5:00 pm	24 8:00 am – 5:00 pm	25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm	27 7:00 am – 7:00 pm
30 8:00 am – 5:00 pm	1 7:00 am – 7:00 pm	2	3	4

Issued this the 6th day of February, 2018.

Chris Cannon, Mayor City of Elgin, Texas

EXHIBIT “C”

CITY OF ELGIN ELECTION DAY POLLING LOCATION

City of Elgin Public Library, 404 N. Main Street, Elgin, TX 78621

ORDENANZA NO.

ORDENANZA DE LA CIUDAD DE ELGIN, TEXAS, CONVOCANDO UNA ELECCIÓN QUE SE LLEVARÁ A CABO EL 5 DE MAYO, 2018 CON EL PROPÓSITO DE ELEGIR CIERTOS OFICIALES DE LA CIUDAD, PARA DESIGNAR PRECINTOS ELECTORALES Y SITIOS DE VOTACIÓN; DISPOSICIONES PARA LA VOTACIÓN ADELANTADA Y VOTACIÓN EN EL DÍA DE ELECCIONES; DISPOSICIONES TOCANTES EL DESEMPEÑO DE DEBERES ADMINISTRATIVOS REQUERIDOS; DISPONER PROVISIONES PARA LLEVAR A CABO DICHA ELECCIÓN; DISPONER LA CERTIFICACIÓN DE SISTEMAS ACCESIBLES PARA VOTAR EN CADA SITIO DE VOTACIÓN; Y PROVISIONES PARA OTROS ASUNTOS RELACIONADOS CON DICHA ELECCIÓN DE LA CIUDAD.

POR CUANTO, el Consejo de la Ciudad de Elgin, Texas desea ordenar una elección general de la ciudad el 5 de mayo, 2018 con el propósito de elegir el Alcalde con la votación de la Ciudad en General, y a Concejales para el Distrito Electoral 1, Distrito Electoral 2, Distrito Electoral 3, y Distrito Electoral 4; y

POR CUANTO, el Consejo de la Ciudad ha determinado que el 5 de mayo, 2018 es fecha apropiada para llevar a cabo la elección para elegir el Alcalde con la votación de la Ciudad en General, y a Concejales para el Distrito Electoral 1, Distrito Electoral 2, Distrito Electoral 3, y Distrito Electoral 4; y

POR CUANTO, el Consejo de la Ciudad desea motivar a todos los votantes registrados de la Ciudad para que voten en esta elección; Ahora, Por lo tanto,

ORDÉNESE POR EL CONSEJO DE LA CIUDAD DE ELGIN, TEXAS, QUE:

Sección 1. FECHA DE LA ELECCIÓN, PRECINTOS Y SITIOS DE VOTACIÓN, Y JUECES ELECTORALES.

Fecha de la Elección. Se llevará a cabo una elección el sábado 5 de mayo, 2018 de acuerdo con la Orden de Elección adjunta, que se ha titulado (Adjunto “A”) y que se ha incorporado a lo presente por referencia para todo propósito.

Precintos y Sitios de Votación. La Ciudad por lo presente designa los precintos electorales y sitios de votación designados por el/la Administrador/a Electoral del Condado de Bastrop y aprobados por la Corte de Comisionados del Condado de Bastrop para la votación durante el Día de Elecciones. Además, la Ciudad por lo presente designa los sitios de la votación adelantada y los sitios temporales para la votación que se hayan designado por el/la Administrador/a Electoral del Condado de Bastrop y aprobados por la Corte de Comisionados del Condado de Bastrop para la votación adelantada en dicha elección. (Adjunto “C”).

Jueces Electorales. El/la Administrador/a Electoral del Condado de Bastrop llevará a cabo la elección de la Ciudad de acuerdo con los términos del Contrato de Servicios Electorales. El Consejo de la Ciudad por lo presente nombra, para que actúen durante el plazo de dicha elección al juez (jueces) presidente(s) electorales y al juez (jueces) alternos electorales que hayan sido designados por el/la Administrador/a Electoral del Condado de Bastrop.

Sección 2. SECRETARIOS ELECTORALES.

El juez presidente electoral por lo presente es autorizado para nombrar el número de secretarios electorales necesario para asistir en la administración apropiada de la elección y dichos secretarios electorales serán votantes calificados de la Ciudad de Elgin, Texas. Si la elección es llevada a cabo por el juez presidente electoral nombrado, entonces el juez alerno electoral será nombrado a uno de los puestos de secretario. El nombramiento de dichos secretarios incluirá una persona que domine el idioma español para el puesto de secretario quien dará asistencia oral en español a cualquier votante que desea tal asistencia en los sitios de votación el día de la elección.

Sección 3. VOTACIÓN ADELANTADA.

Secretario/a de la Votación Adelantada. El Consejo Municipal por lo presente nombra a el/la Administrador/a Electoral del Condado de Bastrop para que actúe de Oficial Electoral de la Ciudad de Elgin y de Secretario/a de la Votación Adelantada. La dirección postal del/la Secretario/a de la Votación Adelantada a cual se deberán enviar las solicitudes para boletas por correo es la siguiente:

Bridgette Escobedo
Administradora Electoral del Condado de Bastrop
804 Pecan St.
Bastrop, TX 78602

Solicitudes para boletas por correo deberán ser recibidas a no más tardar de las 5:00 p.m. el martes, 24 de abril, 2018.

Fechas de la Votación Adelantada. La votación adelantada principiará el lunes, 23 de abril, 2018 y continúa hasta el martes, 1 de mayo, 2018 de acuerdo con el Código Electoral de Texas y con lo detallado en los adjuntos adjuntados. (Adjunto “B”)

Sitios de la Votación Adelantada. La votación adelantada será llevada a cabo en persona en Elgin Public Library, 404 North Main Street, Elgin, Texas, y/o en otros sitios de votación adelantada designados por el/la Administrador/a Electoral del Condado de Bastrop y aprobados por la Corte de Comisionados del Condado de Bastrop.

Horario de la Votación Adelantada. Durante el periodo en cual la votación adelantada se requiere o se permite por ley, que es del 23 de octubre, 2018 hasta el 1 de mayo, 2018, las

horas designadas para la votación adelantada en persona serán indicadas por escrito por el/la Administrador/a Electoral del Condado de Bastrop y aprobadas por la Corte de Comisionados del Condado de Bastrop.

Sección 4. JUNTA DE BOLETAS DE LA VOTACIÓN ADELANTADA.

Por lo presente se instituye una Junta de Boletas de la Votación Adelantada para procesar los resultados de la votación adelantada, y la Ciudad por lo presente nombra al juez presidente de la Junta de Boletas de la Votación Adelantada que sea el/la mismo/a que haya sido nombrado/a por el/la Administrador/a Electoral del Condado de Bastrop. Dicho juez presidente nombrará a no menos de dos (2) otros miembros calificados que actúen en dicha Junta.

Sección 5. GUARDIÁN DE RÉCORDS ELECTORALES.

De acuerdo con el Código Electoral de Texas y con el Contrato de Servicios Electorales aplicable, el/la Administrador/a Electoral del Condado de Bastrop actuará de guardián de las boletas emitidas (votadas), y el/la Secretario/a de la Ciudad de Elgin, Texas será nombrado/a guardián de todos los demás récords electorales.

Sección 6. PERIODO PARA ARCHIVAR CANDIDATURAS.

De acuerdo con la Sección 143.007 del Código Electoral de Texas, la primera fecha y hora en que se pueden archivar candidaturas será a las 8:00 a.m., el miércoles, 17 de enero, 2018.

Sección 7. VOTANTES.

Todo residente, votante calificado de la Ciudad tendrá el derecho de votar en la elección.

Sección 8. AVISO.

Fijar Aviso. Aviso de esta elección, incluyendo una traducción al español del mismo, será dado fijando la documentación apropiada en el tablón de boletines usado para fijar avisos de las reuniones del Consejo de la Ciudad, y el mismo será fijado a no más tardar el sábado 14 de abril, 2018 y permanecerá fijado hasta el Día de la Elección.

Publicación. Aviso de esta elección, incluyendo una traducción al español del mismo será publicado una vez en un periódico de circulación general en la Ciudad, y dicha publicación no será antes del 5 de abril, 2018 ni después del 25 de abril, 2018.

Autorización para la Secretaria de la Ciudad. El/la Secretario/a de la Ciudad por lo presente es autorizado/a y se le encomienda que publique y fije los avisos requeridos en la manera y durante los periodos requeridos por ley.

Sección 9. EQUIPO DE VOTACIÓN.

De acuerdo con el Código Electoral y con el Contrato de Servicios Electorales aplicable, el/la Administrador/a Electoral del Condado de Bastrop podrá usar sistemas de votar electrónicos y aparatos/equipo de votación correspondientes para llevar a cabo la elección. El/la Administrador/a Electoral del Condado de Bastrop actualmente usa sistemas electorales y programas de software certificados por el/la Secretario/a de Estado de Texas.

El Consejo de la Ciudad de Elgin, Texas, determina lo siguiente:

La Sección 61.012, del Código Electoral de Texas desde la fecha del 1 de enero, 2006 y después ha requerido que al menos se provee un lugar de votar accesible en cada sitio de votación que se utilice en elecciones de Texas. Dicho sistema deberá cumplir con las leyes estatales y federales que estatuyen los requisitos de sistemas de votación que (i) plenamente cumplen con las leyes aplicables pertinentes a sistemas de votación accesibles para votantes discapacitados; y (ii) proveen medios prácticos y eficaces para que votantes con discapacidades físicas emitan su boleta secreta. La oficina del/la Secretario/a de Estado de Texas ha certificado que el Sistema Electoral DRE y su programa de software iVotronic es sistema de votación accesible que se permite usar legalmente en elecciones en Texas.

Las Secciones 123.032 y 123.035, del Código Electoral de Texas autorizan la adquisición de sistemas de votación por subdivisiones políticas locales y además ordena ciertos requisitos mínimos para contratos relacionados a la adquisición de dichos sistemas de votación. En su puesto de oficial electoral de la Ciudad de Elgin, el/la Administrador/a Electoral del Condado de Bastrop deberá proporcionar al menos un Sistema Electoral DRE y el programa Software iVotronic en cada sitio de votación usado para llevar a cabo cualquier elección ordenada en la fecha del 1 de enero, 2006 o después. El Sistema Electoral DRE y el programa Software iVotronic se permitirá ser adquirido por cualquier medida legal disponible a la Ciudad de Elgin, incluyendo pero sin limitarse a alquilar o rentar del Condado de Bastrop o de alguna otra fuente legal de acuerdo con la autorización de las Secciones 123.032 y 123.035 del Código Electoral de Texas.

El/la Administrador/a Electoral del Condado de Bastrop además podrá utilizar un sitio central para contar votos de acuerdo con las provisiones del Código Electoral de Texas, Sección 127.000 *et seq.*, con sus enmiendas.

Sección 10. ADMINISTRACIÓN DE ACUERDO CON LOS ESTATUTOS.

En todo aspecto substantivo, la elección se llevará a cabo de acuerdo con provisiones aplicables del Código Electoral de Texas, de otros estatutos aplicables, y de la Carta de Autonomía de la Ciudad de Elgin.

Sección 11. RESULTADOS DE LA ELECCIÓN.

El/la Administrador/a Electoral del Condado de Bastrop llevará a cabo la cuenta no oficial de los resultados después de cerrarse los sitios de votación el día 5 de mayo, 2018. El repaso oficial, la cuenta y declaración de los resultados de la elección se llevarán a cabo por el Consejo de la Ciudad en su reunión regular o especial efectuada de acuerdo con provisiones del Código Electoral de Texas.

Sección 12. MISCELÁNEO.

Las disposiciones de esta Ordenanza son divisibles; y en caso de que alguna o más de las disposiciones de esta Ordenanza o de la aplicación de la misma a cualquier persona o circunstancia se determine ser inválida, inconstitucional, o ineficaz en el caso de cualquier persona o circunstancia, de todas maneras el resto de esta Ordenanza será válido, y la aplicación de tal disposición inválida a personas o circunstancias que no sean las que hayan sido afectadas por cierta invalidez no serán afectadas por lo mismo.

Con una moción debidamente hecha, secundada y aprobada con el voto afirmativo de los miembros del Consejo presentes de la Ciudad, se cumplió el requisito de dar lectura a esta ordenanza.

LEIDA, APROBADA Y ADOPTADA en su primera lectura este día 6 de febrero, 2018.

CHRIS CANNON, Alcalde
Ciudad de Elgin, Texas

CERTIFICO:

Amelia Sanchez
Secretaria de la Ciudad

ADJUNTO “A”

ORDEN DE ELECCIÓN

CIUDAD DE ELGIN, TEXAS

Por lo presente se ordena una elección que se llevará a cabo el 5 de mayo, 2018 con el propósito de elegir el Alcalde con la votación de la Ciudad en General, y a Concejales para el Distrito Electoral 1, Distrito Electoral 2, Distrito Electoral 3, y Distrito Electoral 4; y

Solicitudes para boletas serán aceptadas principiando a las 8:00 a.m. el 17 de enero, 2018 y deberán ser recibidas a no más tardar de las 5:00 p.m. el 16 de febrero, 2018.

La votación el Día de Elecciones será llevada a cabo en los sitios de votación para los precintos designados por el/la Administrador/a Electoral del Condado de Bastrop y aprobados por la Corte de Comisionados del Condado de Bastrop de acuerdo con lo detallado en el Adjunto “A” de la Orden de la Elección” que está incorporado a lo presente por referencia y que por lo tanto es parte de lo presente para todo propósito. Las casillas electorales en los sitios de votación designados estarán abiertas el Día de Elecciones desde las 7:00 a.m. a 7:00 p.m.

El/la Administrador/a Electoral del Condado de Bastrop por lo presente es nombrado/a para el puesto de Oficial Electoral y de Secretario/a de la Votación Adelantada y de Guardián de los Records de la Elección para esta elección. El/la juez (jueces) presidente(s) electorales para cada uno de dichos sitios de votación serán lo que hayan sido designados por el/la Administrador/a Electoral del Condado de Bastrop, y por lo presente serán autorizados para nombrar secretarios electorales adicionales (no menos de dos ni más de seis) para asistir en la administración de dicha elección.

La votación adelantada en persona será llevada a cabo en los sitios designados por el/la Administrador/a Electoral del Condado de Bastrop y aprobados por la Corte de Comisionados del Condado de Bastrop, todos detallados en el “Adjunto B de la Orden de la Elección” que ha sido incorporado a lo presente por referencia y que por lo tanto es parte de lo presente para todos los efectos y propósitos.

Las solicitudes para boletas por correo serán enviadas a;

Bridgette Escobedo
Administradora Electoral del Condado de Bastrop
804 Pecan St.
Bastrop, TX 78602

Solicitudes para boletas por correo deberán ser recibidas a no más tardar de las 5:00 p.m. el martes, 24 de abril, 2018.

Se permitirá someter solicitudes completas escaneadas para boletas por correo con la firma original del solicitante sometidas en formato electrónico a bridgette.escobedo@co.bastrop.tx.us

Emitida este día 6 de febrero, 2018.

Chris Cannon, Alcalde
Ciudad de Elgin, Texas

ADJUNTO “B”

FECHAS, HORAS Y UBICACIONES DE LA VOTACION ADELANTADA

Periodo de Votación Adelantada:

Lunes, 23 de abril, 2018 a martes, 1 de mayo, 2018.

Ubicación Principal:

City of Elgin Public Library, 404 N. Main St., Elgin, TX 78621

LUNES	MARTES	MIÉRCOLES	JUEVES	VIERNES
23 8:00 am – 5:00 pm	24 8:00 am – 5:00 pm	25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm	27 7:00 am – 7:00 pm
30 8:00 am – 5:00 pm	1 7:00 am – 7:00 pm	2	3	4

Emitido este día 6 de febrero, 2018.

Chris Cannon, Alcalde, Ciudad de Elgin, Texas

ADJUNTO “C”

SITIO DE VOTACIÓN DE LA CIUDAD DE ELGIN PARA EL DÍA DE ELECCIONES

City of Elgin Public Library, 404 N. Main Street, Elgin, TX 78621

CONTRACT FOR ELECTION SERVICES
BETWEEN
THE ELECTIONS ADMINISTRATOR OF BASTROP COUNTY
AND
THE CITY OF ELGIN
FOR THE MAY 5, 2018 ELECTION

THIS CONTRACT is made and entered into by and between Bridgette Escobedo, the Elections Administrator of Bastrop County, Texas, hereinafter referred to as “Contracting Officer,” and the City of Elgin, hereinafter referred to as the “CITY,” pursuant to the authority under Section 31.092(a) of the Texas Election Code and Chapter 791 of the Texas Government Code. In consideration of the mutual covenants and promises hereinafter set forth, the parties agree to this interlocal agreement with regard to the coordination, supervision, and running of the CITY’s May 5, 2018 Election, hereinafter referred to as “the election”. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places and election procedures to assist the voters of the CITY.

I. RESPONSIBILITIES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the election:

A. *Notification to Presiding and Alternate Judges; Appointment of Clerks.*

1. The Contracting Officer shall notify each presiding judge and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the election school(s), the eligibility requirements that pertain to them and to the selection of election day clerks, the date and time of the election, the rate of compensation, the number of election clerks the presiding judge may appoint, and the name of the presiding or alternate judge, as appropriate.

2. The Contracting Officer shall ensure that the presiding judges make the appropriate election clerk appointments and notify the clerks of their appointments. The recommendations of the CITY will be the accepted guidelines for the number of clerks secured to work in each polling place. The presiding election judge of each polling place, however, will use his/her discretion to determine when additional manpower is needed during peak voting hours. Election judges shall be secured by the Contracting Officer with the approval of the CITY.

3. The Contracting Officer shall notify the CITY of the list of election judges and alternate judges for election day, so that the CITY may approve by written order.

4. Notification to the election judges and alternates shall be made no later than April 20, 2018.

B. Contracting with Third Parties. In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third persons for election services and supplies. The cost of such third-person services and supplies will be paid by the Contracting Officer and reimbursed by the CITY as agreed upon on Exhibit "C."

C. Election School(s). The Contracting Officer shall be responsible for conducting one or more, at her discretion, election schools to train the presiding judges, alternate judges, election clerks, and early voting clerks, and Early Voting Ballot Board members in the conduct of elections, including qualifying voters, provisional voting, and the counting of ballots. The Contracting Officer shall determine the date, time, and place for such school(s) and notify the presiding judges, alternate judges, and election clerks of such. The Contracting Officer may hold the election school(s) on a Saturday in order to increase its availability to election workers who are employed during the regular work week. If at all possible, such election schools shall be conducted within the CITY territory.

D. Election Supplies. The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day and the Early Voting Ballot Board (and to the Deputy Early Voting Clerks during Early Voting) the following election supplies: election kits from third-party vendors (including the appropriate envelopes, sample ballots, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code); pens; pencils; tape; markers; paper clips; ballot box seals; sample ballots; tacks, and all consumable-type office supplies necessary to hold an election.

E. Registered Voter List. The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law. The Election Day list of registered voters shall be arranged in alphabetical order by each precinct.

F. Ballots. The Contracting Officer shall be responsible for the programming of the direct recording electronic voting devices (referred to as DRE's) and the printing of ballots requested by mail or used for early voting or election day. The Contracting Officer shall be responsible for distributing the DRE's along with the election supplies.

G. Early Voting. In accordance with Section 31.094, of the Texas Election Code, the Contracting Officer will serve as Early Voting Clerk for the election, subject to Sections 31.096 and 31.097(b).

1. As Early Voting clerk, the Contracting Officer shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. The Contracting Officer shall work with the CITY in securing personnel to serve as Early Voting Deputies.

The Contracting Officer shall, upon request, provide the CITY a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

2. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations listed in Exhibit "A," attached hereto and made a part of this contract.

3. The Contracting Officer shall receive mail ballot applications on behalf of the CITY. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or her deputies at 804 Pecan Street, Bastrop, Texas 78602. Any requests for early voting ballots to be voted by mail received by the CITY shall be forwarded immediately to the Contracting Officer for processing.

4. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be secured and maintained by the Contracting Officer and delivered by her or her deputy for counting in accordance with Chapter 87 of the Texas Election Code to the Early Voting Ballot Board at the Bastrop County Courthouse on Election Day, May 5, 2018.

H. Election Day Polling Locations. The Election Day polling locations are those listed in Exhibit "B," attached hereto and made a part of this contract. The Contracting Officer shall arrange for the use of all Election Day polling places and shall arrange for the setting up of all polling locations for Election Day, including ensuring that each polling location has the necessary tables, chairs, and voting booths.

I. Central Counting Station. The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tally the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Counting Station Manager and Central Count Judge shall be Bridgette Escobedo. The Tabulation Supervisor shall be Krista Bartsch. The tabulation supervisor shall handle ballot tabulation in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.

Election night reports will be available to the CITY at the Central Counting Station on election night and will provide individual polling location totals.

J. *Manual Counting.* The Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the CITY in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.

K. *Election Reports.* The Contracting Officer shall prepare the unofficial tabulation of precinct results under Section 66.056(a) of the Texas Election Code and shall provide a copy of the tabulation to the CITY as soon as possible after the Contracting Officer has received the precinct returns on Election Day night. Provisional ballots will be tabulated after election night in accordance with state laws.

L. *Custodian of Voted Ballots.* The Contracting Officer is hereby appointed the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law.

II. RESPONSIBILITIES OF THE CITY. The CITY shall assume the following responsibilities:

A. *Election School(s).* At the request of the Contracting Officer, and at no cost to the Contracting Officer, the CITY will make available space in an CITY building to hold the election school(s), if applicable.

B. *Polling Locations.* The CITY shall pay the respective cost of all employee services required to provide access, security, or custodial services for the polling locations.

C. *Applications for Mail Ballots.* The CITY shall date stamp and then immediately hand deliver to the Contracting Officer all original mail ballot applications for mail ballots that it receives.

D. *Election Orders, Election Notices, Canvass.* The CITY shall prepare the election order, resolutions, notices, official canvass, and other pertinent documents for adoption by the CITY's governing body. The CITY shall be responsible for having the required election notice under Section 4.003(a)(1) of the Texas Election Code published in the newspaper as required by State law. The CITY shall also be responsible for posting the notice required under Section 4.003(b) of the Texas Election Code as required by law. Promptly after approval of election order, resolutions, notices, official canvass, and other pertinent documents by the CITY's governing body and within such time so as not to impede the orderly conduct of the election, the CITY shall return said documents

to the Contracting Officer for proper recordkeeping. The CITY assumes the responsibility of promoting the schedules for Early Voting and Election Day.

The CITY will provide for the appointment of the Contracting Officer as the early voting clerk for the election in the orders calling the election. The orders will also include approval of election day polling places; times, dates and places for early voting; and appointment of precinct judges.

E. *Paper Ballots.* In advance of the March 21, 2018 date on which the Texas Secretary of State's Office encourages the mailing out of ballots for early voting by mail, the Contracting Officer shall arrange with a third party to prepare the necessary optical paper ballots for the election. The ballots shall be in English with the Spanish translation included.

The CITY shall furnish the Contracting Officer a list of candidates and/or propositions showing the order and the exact manner in which their names or proposition(s) are to appear on the official ballot (including bilingual titles and text). This list shall be delivered to the Contracting Officer as soon as possible after ballot positions have been determined. The CITY shall perform the duties required for drawing for place on the ballot by candidates. The CITY shall be responsible for proofreading and approving the ballot insofar as it pertains to the authority's candidates and/or propositions.

III. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. *Compensation.* The parties agree that presiding judges and alternate judges will be compensated at a rate of \$10.00/hr, and election clerks will be compensated at a rate of \$8.00/hr. They will be compensated for all hours actually worked, including the time to set up the polling location and the time to complete the counting and to wrap up the paper work, but not to exceed one hour before and two hours after the polling location is open for voting. The presiding judge, or the election worker at the polling location that he or she designates, who picks up the election supplies on May 5, 2018 from the Contracting Officer and who returns the remaining supplies, ballot boxes, and all other election records from the polling location to the Contracting Officer will be compensated with a delivery fee of \$25 at the same time that payment is made for the hours worked. The Contracting Officer will pay the election workers directly and be reimbursed for such by the CITY.

B. *Number of Election Workers.* The parties agree that at all polling locations there will be a minimum of three election workers, consisting of the presiding judge, alternate judge, and one clerk.

IV. JOINT EXPENSES AND PAYMENT

A. Expenses Incurred and Billing. The participating authorities agree to share actual costs incurred to the extent that the costs and expenses are incurred in connection with a polling location used by more than one local political subdivision, such as (without limitation) the cost of renting polling locations and voting equipment, programming the voting equipment, supplies needed for the polling place, wages and salaries of election workers. Election expenses shall be pro-rated equally among the participants.

The parties agree, for those polling locations used solely by the district and not shared by any other participating authority, that the CITY will pay the wages, salaries, and other applicable election costs and expenses directly related to such polling location.

It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

Billing. As soon as reasonably possible after Election Day, the Contracting Officer will submit an itemized invoice to the District for (1) actual expenses directly attributable to the coordination, supervision, and running of the election and incurred on behalf of the District by the Contracting Officer, including expenses for supplies in connection with the election school(s), publication and printing of election notices, election supplies, wages paid to the Contracting Officer's employees for services under this contract performed outside of normal business hours, election workers, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of DREs and audio ballots, and (2) the Contracting Officer's fee under Section 31.100(d) of the Texas Election Code and as provided in Section IV.E below. Expenses related to wages shall be supported by compensation sheets. Other expenses shall be supported by invoices or receipts, except that the price of items coming out of the Contracting Officer's stock of election supplies shall be supported by the Contracting Officer's certificate about the number of items used and the unit cost therefore according to the vendor's standard price list.

B. Payment. The CITY shall pay the Contracting Officer's invoice within 30 days from the date of receipt to: **Bastrop County, Attn: Bridgette Escobedo, Elections Administrator, 804 Pecan Street, Bastrop, TX 78602.** If the CITY disputes any portion of the invoice, the CITY shall pay the undisputed portion of the invoice, and the parties will discuss in good faith a resolution of the disputed portion. All payments shall be made from current revenues available to the CITY.

C. Expense Item Larger than \$500. If a single election expense exceeds \$500, the Contracting Officer reserves the right to invoice the CITY for such expense at the time it is incurred, supported by an invoice or receipt, rather than waiting until after Election Day. The CITY shall pay such invoice within 30 days from the date of receipt.

D. Estimated Cost of Services. A cost estimate for election expenses is attached hereto and made a part of this contract as Exhibit "C." The parties agree that this is an estimate only and that the CITY is obligated to pay their respective portion of the actual expenses of the election as set forth herein. The Contracting Officer agrees to advise the CITY if it appears that the actual expenses incurred by the Contracting Officer will exceed by 20% or more the estimated expenses to be paid initially by the Contracting Officer and reimbursed jointly by the CITY.

E. Administrative Fee. The CITY shall pay the Contracting Officer a 10 % administrative fee, pursuant to the Texas Election Code, Section 31.100.

V. GENERAL PROVISIONS

A. Nontransferable Functions. In accordance with Section 31.096 of the Texas Election Code, nothing in this contract shall be construed as changing

1. the authority with whom applications of candidates for a place on the ballot are filed;
3. the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or
4. the authority to serve as custodian of voted ballots or other election records, except that the Contracting Officer, if requested in writing by the CITY, will become the custodian of the voted ballots.

B. Joint Election. The parties acknowledge that the Contracting Officer may contract with other entities holding elections at the same time as the CITY on May 5, 2018. If another election occurs in territory of the CITY, the County will notify the CITY of the existence of the situation and provide a joint election agreement.

C. Cancellation of Election. If the CITY cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75. The Contracting Officer shall submit an invoice for such expenses (properly supported as described in **IV. PAYMENT** above) as soon as reasonably possible after the cancellation and the CITY shall make payment therefore in a manner similar to

that set forth in **IV. PAYMENT** above. The Contracting Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the CITY authorizes such major costs in writing. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the May 5, 2018 Joint Election.

D. Contract Copies to Treasurer and Auditor. In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this contract with the County Treasurer of Bastrop County, Texas and the County Auditor of Bastrop County, Texas.

E. Representatives. For purposes of implementing this contract and coordinating activities hereunder, the CITY and the Contracting Officer designate the following individuals, and whenever the contract requires submission of information or documents or notice to the CITY or the Contracting Officer, respectively, submission or notice shall be to these individuals:

For the CITY:

Chris Cannon
Mayor At-Large
City of Elgin
310 N. Main St./PO Box 591
Elgin, TX 78621
Tel: (512) 281-5724
Fax: (512) 285-5962
Email: mayor@ci.elgin.tx.us

For the Contracting Officer:

Bridgette Escobedo
Elections Administrator
Bastrop County
804 Pecan Street
Bastrop, TX 78602
Tel: (512) 581-7160
Fax: (512) 581-4260
Email: elections@co.bastrop.tx.us

F. Amendment/Modification. Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Bastrop County, Texas. No official, representative, agent, or employee of the CITY has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the CITY. Both the Contracting Officer and the CITY may propose necessary amendments or modifications to this Agreement in writing in order to conduct the Election smoothly and efficiently.

G. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and

supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

H. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

I. Third Party Beneficiaries. Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

J. Mediation. Any controversy, claim or dispute arising out of or relating to this contract, shall be settled through mediation by the parties. The parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2018.

Chris Cannon
Mayor At-Large
City of Elgin
Elgin, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2018.

Paul Pape
County Judge
Bastrop County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2018.

Bridgette Escobedo
Elections Administrator
Bastrop County, Texas

EXHIBIT “A”

EARLY VOTING DATES, TIMES, AND LOCATIONS

Time Period:

Monday, April 23, 2018 through Tuesday, May 1, 2018

Main Location:

City of Elgin Public Library, 404 N. Main Street, Elgin, TX 78621

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
23 8:00 am – 5:00 pm	24 8:00 am – 5:00 pm	25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm	27 7:00 am – 7:00 pm
30 8:00 am – 5:00 pm	1 7:00 am – 7:00 pm	2	3	4

Voting by Mail:

Bridgette Escobedo, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, TX 78602

EXHIBIT “B”

CITY OF ELGIN ELECTION DAY POLLING LOCATION

Time Period:

Saturday, May 5, 2018

Main Location:

City of Elgin Public Library, 404 N. Main Street, Elgin, TX 78621

EXHIBIT “C”
ESTIMATED COST OF MAY 5, 2018 ELECTION
JOINT ELECTION WITH ELGIN ISD

CITY OF ELGIN

Rental Fee for AutoMARK and Vote Tabulator (voting equipment)	\$4,476.77
Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board, Optical Ballots and Programming Expenses	
Election Kits & other precinct supplies	\$ 200.00
SUBTOTAL	\$4,676.77
10% ADMINISTRATIVE FEE	<u>\$ 467.68</u>
TOTAL	<u><u>\$5,144.45</u></u>

****Optional Cost, Not included in cost estimate, -Postcard mailing to registered voters notifying them of the election. Cost dependent on entities participating. Contact the Election's Department for more information. ****

EXHIBIT “C-1”
ESTIMATED COST OF MAY 5, 2018 ELECTION
WITHOUT JOINT ELECTION

CITY OF ELGIN

Rental Fee for AutoMARK and Vote Tabulator (voting equipment)	\$11,938.06
Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board, Optical Ballots and Programming Expenses	
Election Kits & other precinct supplies	\$ 200.00
SUBTOTAL	\$12,138.06
10% ADMINISTRATIVE FEE	<u>\$ 1,213.81</u>
TOTAL	<u>\$13,351.87</u>

****Optional Cost, Not included in cost estimate, -Postcard mailing to registered voters notifying them of the election. Cost dependent on entities participating. Contact the Election's Department for more information. ****

**AGREEMENT TO CONDUCT JOINT ELECTION BETWEEN
THE CITY OF ELGIN AND
ELGIN INDEPENDENT SCHOOL DISTRICT
FOR THE MAY 5, 2018 ELECTION**

**THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §**

This Agreement to Conduct Joint Election (this “**Contract**”) is entered into by and among City of Elgin, a political subdivision of the State of Texas (the “**CITY**”), and Elgin Independent School District, a political subdivision of the State of Texas, (the “**ISD**”), each individually, a “**Party**” or, collectively, the “**Parties**,” pursuant to Chapter 271 of the Texas Election Code.

RECITALS

WHEREAS, the CITY and the ISD each expect to call an election to be held on May 5, 2018; and

WHEREAS, the CITY and the ISD desire to conduct such elections jointly pursuant to Chapter 271 of the Texas Election Code, and

WHEREAS, the CITY and the ISD desire to enter into a contract setting out the respective responsibilities of the Parties;

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE I
PURPOSE**

1.01 The Parties have entered into this Contract to conduct a joint election on May 5, 2018. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Parties.

**ARTICLE II
JOINT ELECTION**

2.01 The Parties agree to conduct their respective May 5, 2018 elections jointly pursuant to Chapter 271 of the Texas Election Code. Specifically, the Parties agree to the use of common polling places for both early voting and election day. The Parties also agree that the election officers may be appointed to serve both elections and that a common ballot may be used where appropriate and that common equipment and ballot boxes may be used for both elections for all relevant purposes as provided in Chapter 271.

ARTICLE III. TERM

3.01 Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract have been completed.

ARTICLE IV EACH PARTY RESPONSIBLE FOR ITS PRO RATA COST OF SERVICE AS BILLED

4.01 The Parties acknowledge that they have each separately contracted for election services to be provided by Bastrop County Elections Administrator for the elections. All costs incurred by the Parties attributable to the coordination, supervision, and running of the election and incurred on behalf of the Parties, including expenses for supplies in connection with the election school(s), election supplies, wages paid for election workers, any paper ballots to be used for the election, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of direct recording electronic voting devices and audio ballots shall be borne by the Parties based on their respective Election Services Agreement with the County Elections Administrator, and each Party will be responsible for their pro rata portion.

ARTICLE V GENERAL PROVISIONS

5.01 This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bastrop County, Texas.

5.02 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of the Contract.

5.03 This Contract constitutes the only agreement of the Parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

5.04 No amendment, modification, or alteration of this Contract shall be binding unless it is in writing, dated subsequent to the date of the Contract and duly executed by all of the Parties.

5.05 Any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

ISD:

Dr. Jodi Duron
Superintendent of Schools
Elgin Independent School District
PO Box 351
Elgin, TX 78621

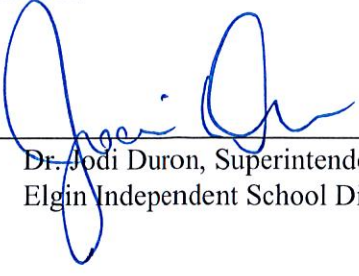
CITY:

Chris Cannon
Mayor
City of Elgin
PO Box 591
Elgin, TX 78621

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

Executed to be effective the 22 day of January, 2018.

DISTRICT:

BY: 

Dr. Jodi Duron, Superintendent
Elgin Independent School District

Executed to be effective the ____ day of _____, 2018.

CITY:

BY: _____
Chris Cannon, Mayor
City of Elgin



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

Adjourn into Executive Session pursuant to Section 551.071 consultation with the City Attorney to seek his or her advice on legal matters, to wit; Cause No. D-1-GN-17-006890, Bonnie Crankshaw vs. the City of Elgin

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.