



AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, AUGUST 7, 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

V. PUBLIC HEARING

1. Public Hearing On A Zoning Change For 824 East 2nd Street

Documents:

[PUBLIC HEARING 824 E 2ND EXEXUTIVE SUMMARY.PDF](#)
[JULY 30, 2018 AGENDA.PDF](#)

2. Public Hearing On A Zoning Change Request For 509 Martin Luther King Jr. Blvd.

Documents:

[PUBLIC HEARING 509 MLK EXEXUTIVE SUMMARY.PDF](#)
[JULY 30, 2018 AGENDA.PDF](#)

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. PRESENTATION

1. Introduction Of New City Of Elgin Police Officers - Patrick South, Chief Of Police

- Officer Jaboris Dickerson
- Officer Lucero Dominguez

2. Presentation Of The Proposed FY2018-19 City Of Elgin Annual Operating Budget

Documents:

[EXSUMMARY - BUDGET PRESENTATION.PDF](#)

VIII. CITY MANAGERS REPORT

1. Review And Discussion Of New Elgin Police Department Monthly Report And New School Resource Officer Memorandum Of Understanding With Elgin ISD - EPD Chief Patrick South

Documents:

[EXSUMMARY - EPD REPORT.PDF](#)
[PD LETTER.PDF](#)
[PD MONTHLY JUNE REPORT.PDF](#)
[2018-2019 SRO CONTRACT ADDENDUM.PDF](#)

2. Review And Discussion Of Third Quarter Investment Report

Documents:

[EXEC SUMMARY COVER SHEET 3RD QUARTER.PDF](#)
[3RD QUARTER INVEST REPORT 2018.PDF](#)

3. Monthly Departmental Activity Reports - June

Documents:

EXSUMMARY SUMMARY REPORTS - JUNE.PDF
COMMUNITY DEVELOPMENT - JULY REPORT.PDF
LIBRARY REPORT JUNE 2018.PDF
MAIN STREET 7-8-2018.PDF
MUNICIPAL COURT REPORT JUNE 2018.PDF
PARKS DEPT. REPORT - JUNE 2018.PDF
PLANNING MONTHLY REPORT - JUNE.PDF
PUBLIC WORKS JUNE 2018 REPORT.PDF
UTILITY BILLING JUNE 2018.PDF
WATER DEPT. MONTHLY REPORT - JUNE.PDF

4. General Activity Report And/Or Project Update

Documents:

[EXSUMMARY - GENERAL ACTIVITY REPORT.PDF](#)

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. Consider Street Closure Request For Veterans Appreciation Parade On Saturday November 3, 2018.

Documents:

[VETERANS APPRECIATION PARADE .PDF](#)
[VETERANS APPRECIATION PARADE MAP 2018.PDF](#)
[VETERANS APPRECIATION DAY PARADE LETTER 2018 \(003\).PDF](#)

2. Consider Request For Street Closures For EISD Homecoming Parade & Community Pep Rally.

Documents:

[HOMECOMING PARADE PEP RALLY CS.PDF](#)
[EHS HOMECOMING PARADE MAP 2018.PDF](#)
[EISD REQUEST HOMECOMING.PDF](#)

3. Discussion And Possible Action Regarding A Request From Sacred Heart Catholic Church To Waive The Open Container Ordinance At The Elgin Memorial Park, 1127 N Main Street, For The Annual Fiesta To Be Held On Saturday, September 1, 2018 And Sunday September 2, 2018 And Allowing The Music To Extend Until 10:00 PM On Sunday, September 2nd.

Documents:

[EXSUMMARY COVER SHEET SACRED HEART.PDF](#)

4. City Council Regular Meeting Minutes - July 3, 2018

Documents:

[EXSUMMARY SHEET MINUTES.PDF](#)
[CITY COUNCIL MEETING 7-3-18.PDF](#)

X. NEW BUSINESS

1. A Resolution Of The City Of Elgin, Texas Authorizing Signatories On The City Bank Accounts With First National Bank, Elgin Texas.

Documents:

[EXSUMMARY COVER SHEET FIRST NATIONAL BANK.PDF](#)
[FIRST NATIONAL BANK SIGNATURE AUTH_CORPORATE RESOLUTION.PDF](#)

2. A Resolution Of The City Of Elgin, Texas Authorizing Signatories On The City Bank Accounts With Prosperity Bank, Elgin Texas.

Documents:

[EXSUMMARY COVER SHEET PROSPERITY BANK.PDF](#)
[PROSPERITY BANK SIGNATURE AUTH_CORPORATE RESOLUTION.PDF](#)

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF AGRICULTURE AND THE CITY OF ELGIN FOR INFRASTRUCTURE IMPROVEMENTS FUNDS FROM THE TEXAS CAPITAL FUND AND MAKING CERTAIN FINDINGS RELATED THERETO

Documents:

[EX SUMMARY DEPT OF AG AGREEMENT.PDF](#)
[RES FOR DEPT OF AG AGREEMENT.PDF](#)
[DEPT OF AG AGREEMENT WITH CITY FINAL.PDF](#)

4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN ECONOMIC DEVELOPMENT PROJECT AGREEMENT WITH ELGIN NH MANAGEMENT, LLC TO ESTABLISH EACH PARTY'S RESPONSIBILITIES UNDER THE TEXAS COMMUNITY DEVELOPMENT GRANT PROGRAM AND MAKING CERTAIN FINDINGS RELATED THERETO

Documents:

[EX SUMMARY ECONOMIC DEV.PDF](#)
[RES FOR ED AGREEMENT.PDF](#)
[ECONOMIC DEVELOPMENT PROJECT AGREEMENT. FINAL.PDF](#)

5. 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

Documents:

[EXSUMMARY COVER SHEET PSAP.PDF](#)
[RESOPSA.PDF](#)
[INTERLOCAL CONTRACT PSAP.PDF](#)

XI. 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.

- 1. Adjourn Into Executive Session Pursuant To (1) Section §551.072 Deliberations About Real Property: To Receive A Staff Briefing And Deliberate The Purchase, Exchange, Lease, Or Value Of Certain Real Property Located On Highway 290 And (2) Section § 551.087 Deliberation Regarding Economic Development Negotiations: To Deliberate The Offer Of A Financial Or Other Incentive To A Business Prospect**

Documents:

[EXSUMMARY - EXECUTIVE SESSION.PDF](#)

XII. RECONVENE

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

XIII. ANNOUNCEMENTS

XIV. ADJOURMENT

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)229-3222. 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 7:00 pm Friday, August 3, 2018, in accordance with Chapter 551 of the Texas Government Code.

Amelia Sanchez, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM:

Public hearing on an zoning change request submitted by Blue Wizard Homes, LLC for their property at 824 East 2nd Street.

DEPARTMENT: Planning and Development

PROPOSED ACTION:

Receive public comments on a proposed zoning change at 824 East 2nd Street from R-2 Single Family & Duplex Dwelling District to R-3 Single Family, Duplex and Industrialized (Modular) housing.

BACKGROUND:

The Planning & Zoning Commission held the first of two public hearings on the proposed zoning change on July 30, 2018. This is the second of the required public hearings.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { } included { } not included in the current-year budget {X} N/A

RECOMMENDATION:

Hear public comments regarding this issue.

ATTACHMENTS:

Executive Summary
July 30, 2018 Planning & Zoning Commission 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.**
- {X} 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, JULY 30, 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, June 28, 2018 meeting.

UNFINISHED BUSINESS: **None**

NEW BUSINESS:

1. REVIEW AND TAKE ACTION ON THE PRELIMINARY PLAT SUBMITTED BY SALVADOR B. & ROSANA L ABREO, OWNERS OF THE PROPERTY LOCATED AT 509 SOUTH MARTIN LUTHER KING JR. BLVD., IN THE J.S. SMITH SUBDIVISION, LOT 13 AND BEING APPROXIMATELY 0.92 ACRES, CITY OF ELGIN, COUNTY OF BASTROP, TEXAS, TO DIVIDE THEIR PROPERTY INTO TWO LOTS TO BE KNOWN AS "HANSON SUBDIVISION".
2. REVIEW AND TAKE ACTION ON THE FINAL PLAT SUBMITTED BY SALVADOR B. & ROSANA L ABREO, OWNERS OF THE PROPERTY LOCATED AT 509 SOUTH MARTIN LUTHER KING JR. BLVD., IN THE J.S. SMITH SUBDIVISION, LOT 13 AND BEING APPROXIMATELY 0.92 ACRES, CITY OF ELGIN, COUNTY OF BASTROP, TEXAS, TO DIVIDE THEIR PROPERTY INTO TWO LOTS TO BE KNOWN AS "HANSON SUBDIVISION".
3. REVIEW AND TAKE ACTION ON A PRELIMINARY PLAT SUBMITTED BY PAYNE INDUSTRIES, LLC FOR OLD MCDADE LLC, OWNER OF THE PROPERTY LOCATED IN ABSTRACT 178, THOMAS GARRETSON AND BEING APPROXIMATELY 13.3 ACRES AT 1097 OLD MCDADE ROAD, CITY OF ELGIN EXTRA TERRITORIAL JURISDICTION, COUNTY OF BASTROP, TEXAS, TO DIVIDE THEIR PROPERTY INTO THIRTEEN (13) LOTS TO BE KNOWN AS "OLD MCDADE SUBDIVISION".
4. REVIEW AND MAKE POSSIBLE RECOMMENDATIONS TO THE ELGIN CITY COUNCIL ON A ZONING CHANGE REQUEST SUBMITTED BY BLUE WIZARD HOMES, LLC, OWNER OF THE PROPERTY LOCATED IN ABSTRACT A20 THOMAS CHRISTIAN, AT 824 E 2ND STREET AND BEING APPROXIMATELY 0.281 ACRES, CITY OF ELGIN, COUNTY OF BASTROP, TEXAS TO CHANGE THE ZONING FROM R-2 SINGLE FAMILY & DUPLEX DWELLING DISTRICT TO R-3 SINGLE FAMILY DWELLING DISTRICT TO ALLOW A "MODULAR" HOME TO BE PLACED ON THE PROPERTY.
5. REVIEW AND MAKE POSSIBLE RECOMMENDATIONS TO THE ELGIN CITY COUNCIL ON A ZONING CHANGE REQUEST SUBMITTED BY ROSANA L. ABREO, OWNER OF THE PROPERTY LOCATED AT 509 SOUTH MARTIN LUTHER KING JR. BLVD., IN THE HANSON SUBDIVISION, LOT 1 AND BEING APPROXIMATELY 0.208 ACRES, CITY OF ELGIN, COUNTY OF BASTROP, TEXAS, TO CHANGE THE ZONING FROM R-2 SINGLE FAMILY & DUPLEX DWELLING DISTRICT TO SP SPECIFIC USE PERMIT FOR FIVE (5) YEARS TO OPERATE EITHER A LAW OFFICE OR A CHILD CARE FACILITY ON THAT PROPERTY.

EXECUTIVE SESSION

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RECONVENE

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

ANNOUNCEMENTS

ADJOURNMENT

NOTICE

I, Gary N. Cooke, Director Planning & Development for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before the 11th day of July, 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 Zoning for items 4 & 5 in the City Council Chambers, Elgin City Hall Annex, 310 N Main Street, Elgin, Texas, on Tuesday, August 7, 2018.

Gary N. Cooke

Gary N. Cooke, Director Planning & Development

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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:

Public hearing on an zoning change request submitted by Sal B and Rosanna L Abreo for their property at 509 Martin Luther King, Jr. Blvd.

DEPARTMENT: Planning and Development

PROPOSED ACTION:

Receive public comments on a proposed zoning change at 509 Martin Luther King, Jr. Blvd. from R-2 Single Family & Duplex Dwelling District to S-P Specific Use Permit.

BACKGROUND:

The Planning & Zoning Commission held the first of two public hearings on the proposed zoning change on July 30, 2018. This is the second of the required public hearings.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { } included { } not included in the current-year budget {X} N/A

RECOMMENDATION:

Hear public comments regarding this issue.

ATTACHMENTS:

Executive Summary
July 30, 2018 Planning & Zoning Commission Agenda

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Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Presentation of the proposed FY2018-19 City of Elgin Annual Operating Budget

DEPARTMENT: City Manager

PROPOSED ACTION:

No Council action proposed or requested at this time; This item is for the formal presentation of the FY2018-19 Annual Operating Budget as proposed by the City Manager. The FY18-19 Annual Budget will be considered for formal adoption at a future date (tbd by Council).

BACKGROUND:

Discussed at previous meetings; This presentation was scheduled under the FY2018-19 Budget Development Calendar.

The proposed *FY18-19 Annual Operating Budget* has been prepared and will be presented by the city manager in accordance with the provisions of Article VII, Section 2 of the Elgin City Charter. The comprehensive document includes the staff-recommended spending plan for all city funds and departments for the fiscal year of October 1, 2018 through September 30, 2019.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { } included { } not included in the current-year budget {X} N/A

RECOMMENDATION:

Staff recommendation is for Council to receive and consider the proposed FY2018-19 Annual Operating Budget as proposed by the City Manager; and review same for further, detailed discussion at subsequent Budget Work Sessions.

ATTACHMENTS:

None (*The budget document will be presented at the meeting*).

{X} 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: Review and discussion of new Elgin Police Department Monthly Report and new School Resource Officer Memorandum of Understanding with Elgin ISD – *EPD Chief Patrick South*

DEPARTMENT: City Manager/EPD

PROPOSED ACTION:

No Council action proposed or requested at this time; This item is for a briefing by EPD Chief South regarding the new format for monthly EPD activity reports and a new EPD agreement with Elgin ISD for School Resource Officers (SRO).

BACKGROUND:

This item is for an informational presentation by EPD Chief South related to the two items described above. While not believed to be significant policy issues, both items involve a change in a previously-established practice and are therefore worthy of a brief discussion – and related Q&A – with the City Council.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { } included { } not included in the current-year budget {X} N/A

RECOMMENDATION:

Staff recommendation is for Council to receive and consider the briefing provided by EPD Chief South.

ATTACHMENTS:

None.

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- {X} Staff will provide brief comments and answer questions on this item at the meeting.
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Elgin Police Department

Office of the Chief of Police

202 Depot Street Elgin, Texas 78621

To: Tom Mattis, *City Manager*
From: Patrick South, *Chief of Police*
Date: 7/15/2018
Subject: June 2018 Monthly Report

Intelligence-led policing requires development of data-driven responses to criminal activity as well as analysis of available resources within the Department to address current crime trends and reduce the likelihood of crime occurring in the future.

The attached supplemental information is the starting point for the Department in this process. Citywide reports for both violent and property crimes show monthly and yearly analysis as well as clearance rates for the related crimes.

While small numbers in various categories will result in significant % increases a review of the information is valuable to the overall operation of the organization. Most significant in the Violent Crime section is the 60% reduction in violent crimes for the month between June 2017 and June 2018, as well as a 45% reduction in these crimes from January to June from 2017 to 2018. Property Crimes also reduced similarly by 65% monthly and 6% year to date.

Patrol Staffing for the year has varied from a high of a 36% vacancy rate for patrol officers to 27% currently. New hires in June will reduce this further. The Department goal is to be fully staffed by October 2018.

Citations issued have increased from March to June by 79%. This is in part to more focused traffic initiatives related to 4 fatal crashes that have occurred this year. Warnings have also increased by 112% for the same period. The ratio of citations to warnings was 58% for both May and June.

Call data will become more relevant as additional data is collected. Over the past six months the average committed time (time officers spend on calls for service) was 58%.

Special Events for June included the Juneteenth Parade and Western Days. There were no significant incidents reported from either event.

Investigations in a Burglary of Residence series occurring in May resulted in numerous arrests clearing 4 of the 9 incidents.

Elgin Police Department

June – 2018

Monthly Report

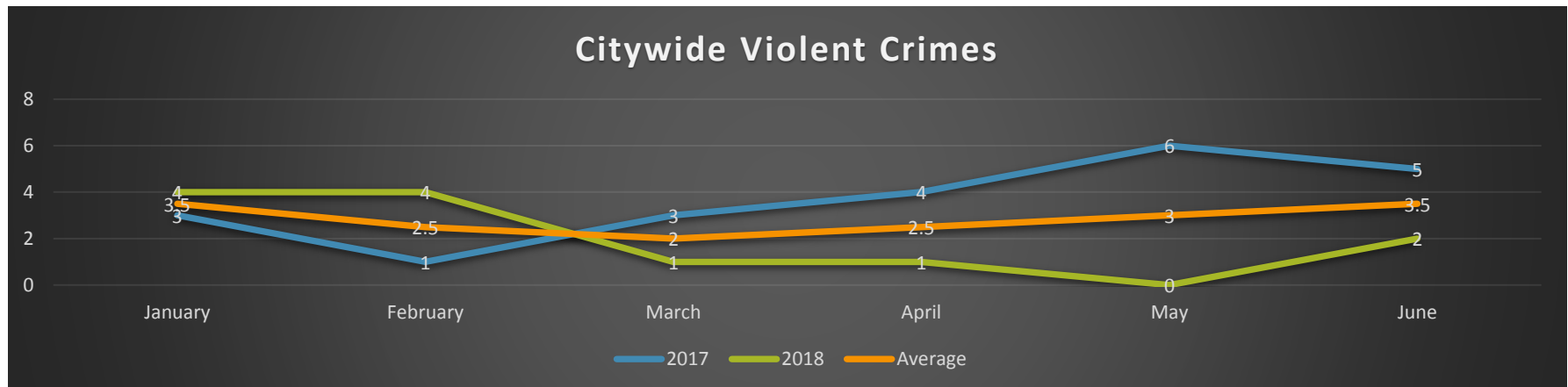


Elgin Police Department

Citywide Monthly Crime Reports - June 2018

Violent Crime

Offense Category	MTD	MTD LM	MTD %	MTD LY	MTD % LY	YTD	YTD LY	YTD % LY	CR YTD	CR YTD%
Homicide	1	0	100%	0	100%	1	0	100%	1	100%
Rape/Sexual Assault	0	0	nc	0	nc	1	2	-50%	0	0%
Business Robbery	0	0	nc	0	nc	2	5	-60%	0	0%
Individual Robbery	1	0	100%	0	100%	1	2	-50%	1	100%
Agg Assault - No FV	0	0	nc	2	-200%	2	4	-50%	0	0%
Agg Assault - FV	0	0	nc	3	-300%	5	9	-44%	4	80%
Total	2	0	200%	5	-60%	12	22	-45%		



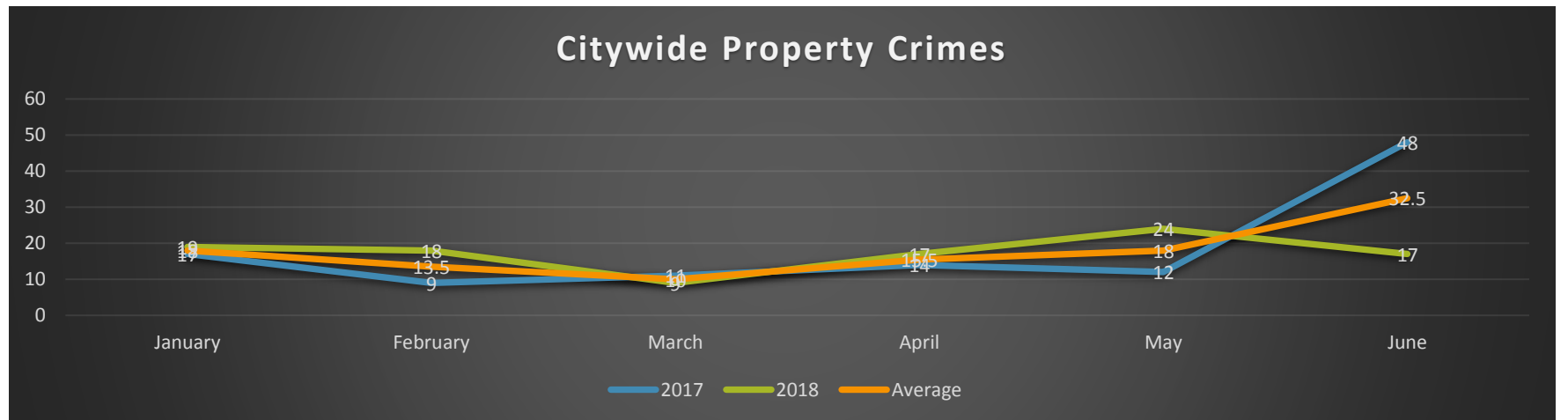


Elgin Police Department

Citywide Monthly Crime Reports - June 2018

Property Crime

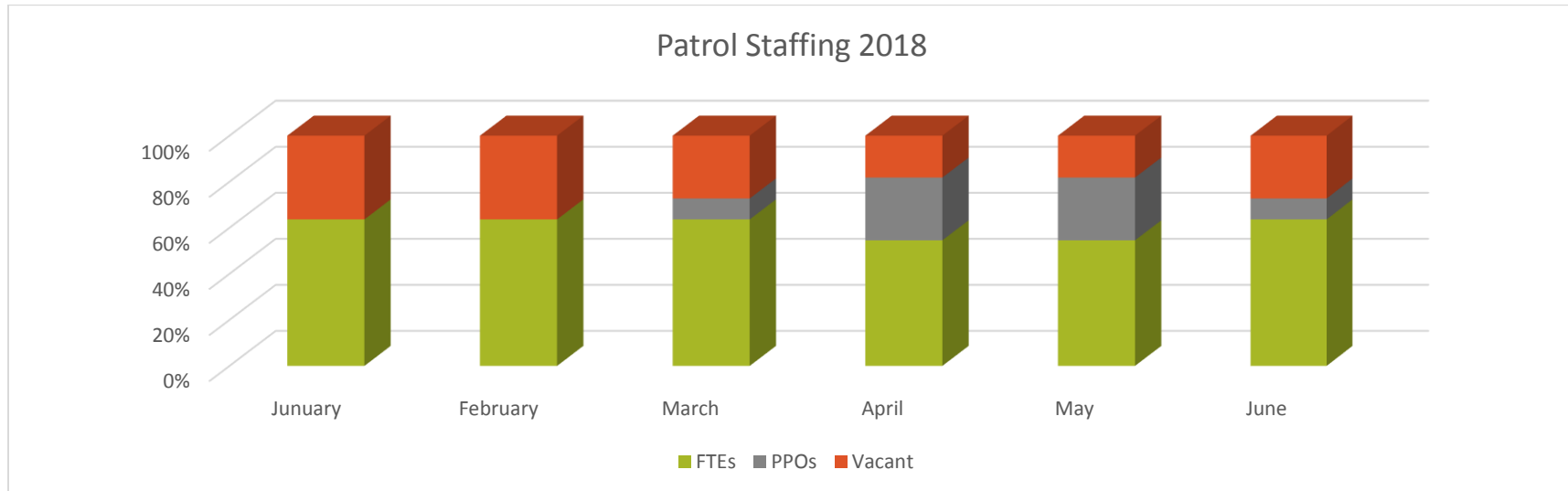
Offense Category	MTD	MTD LM	MTD %	MTD LY	MTD % LY	YTD	YTD LY	YTD % LY	CR YTD	CR YTD%
Burglary Non Residence	0	0	nc	0	nc	12	7	71%	1	8%
Burglary Residence	3	9	-67%	3	nc	18	18	nc	7	39%
Auto Theft	2	2	nc	2	nc	10	7	43%	7	70%
BOV	0	6	-600%	2	-200%	20	6	233%	1	5%
Other Theft	12	7	71%	41	-71%	44	73	-40%	9	20%
Total	17	24	-29%	48	-65%	104	111	-6%		





Elgin Police Department

Patrol Staffing - June 2018

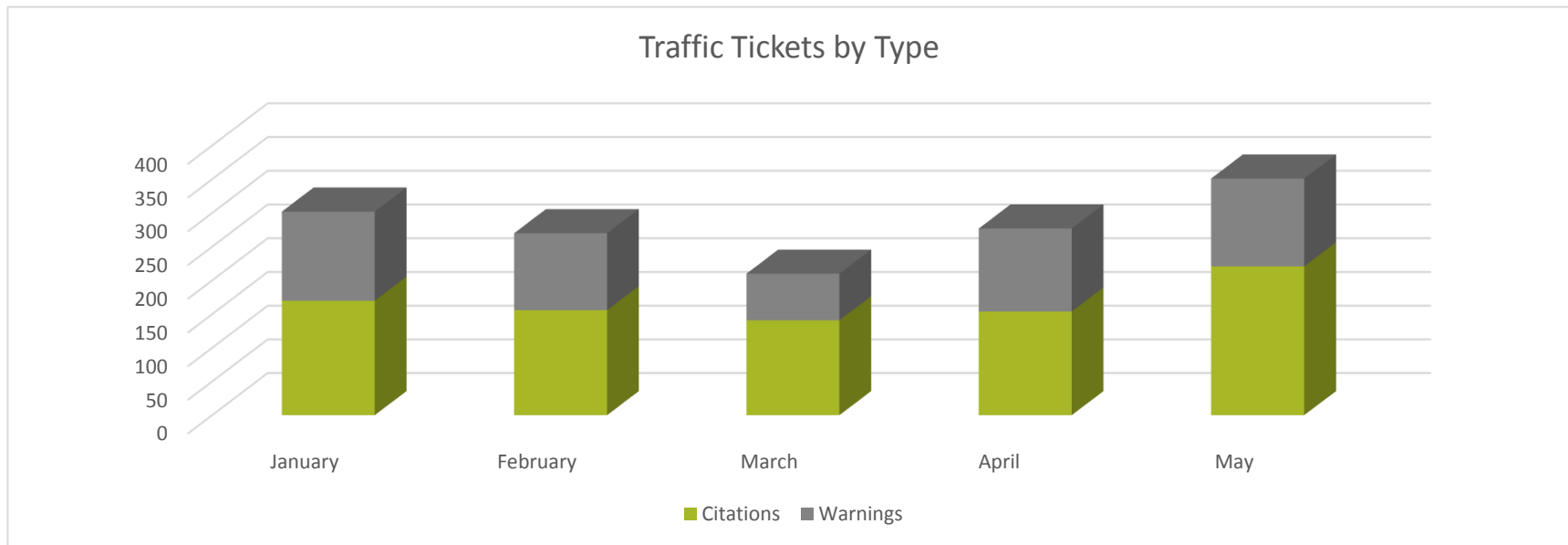


	Authorized	Open (Vacant)	Current	Actual % Vacant
June	11	3	8	27%
May	11	2	9	18%
April	11	2	9	18%
March	11	3	8	27%
February	11	4	7	36%
January	11	4	7	36%



Elgin Police Department

Citywide Monthly Traffic Tickets – Year to Date 2018 (Violations)



	Jan	Feb	March	April	May	June	2018	2017
Citations	170	156	141	154	221	252	1094	1583
Warnings	132	114	69	123	130	146	714	694
Total	302	270	210	277	351	398	1808	2277

Note: 21% decrease from 2017 during the same period.



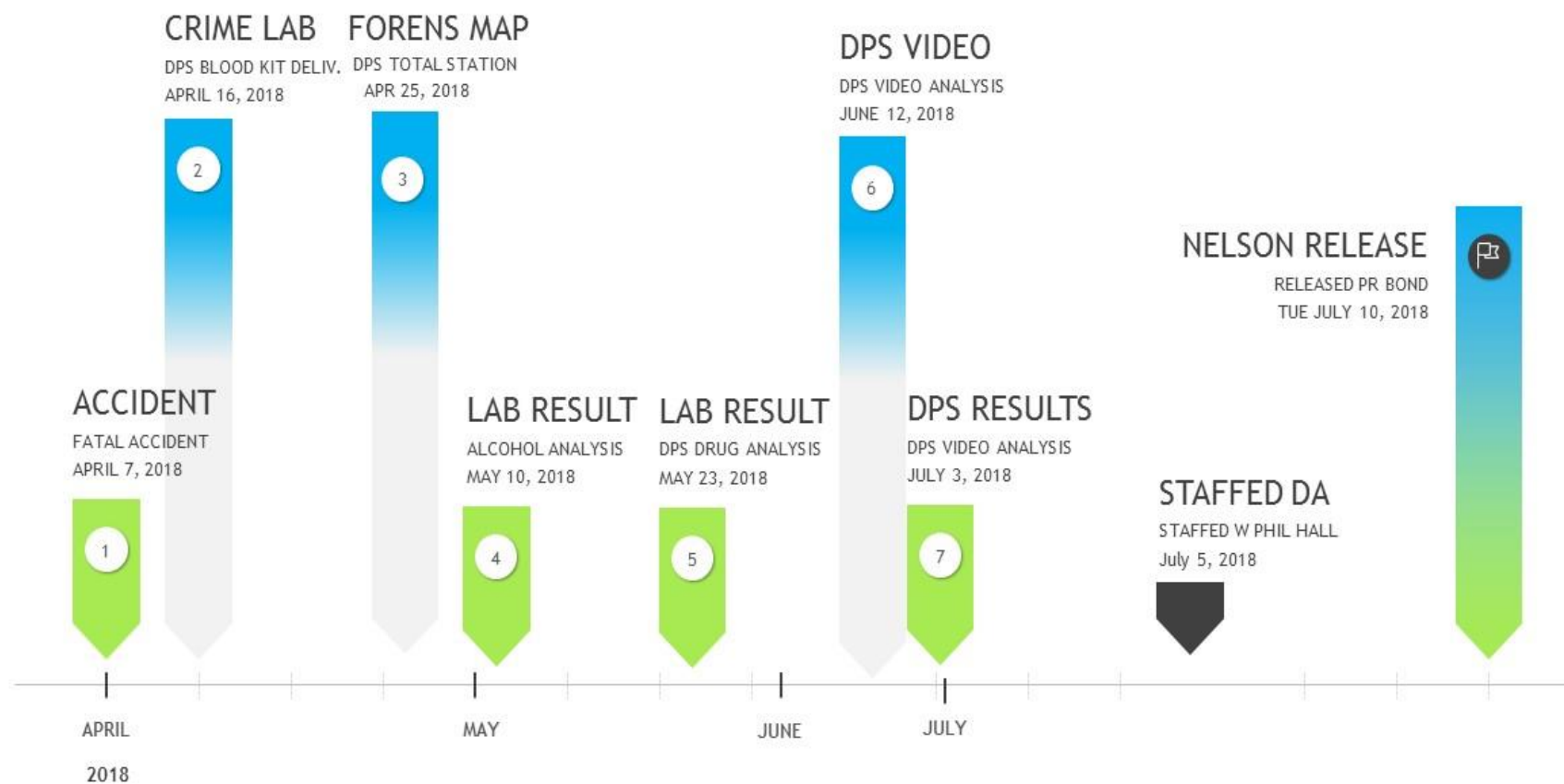
Elgin Police Department

Call Analysis - June 2018

	Jan	Feb	March	April	May	June
Dispatched calls	426	392	505	461	524	422
Self-Initiated calls	442	458	453	485	503	508
Total Calls	868	850	958	946	1027	930

							Average
Total Time on Calls	18,024	30,488	20,620	40,537	22,844	18,068	25,097
Committed Time	40%	76%	46%	94%	51%	42%	58%

EPD # 1803302 - TERRY NELSON



Elgin Independent School District

1002 N. Avenue C • P.O. Box 351 • Elgin, Texas • 78621

Phone (512) 281-3434 • Fax (512) 281-5388 • www.elginisd.net

Addendum to Consulting/Contracting Services Agreement

PO#: _____ Budget Code Number: SRO Services 199-52-6299.32-995-9990MS
SRO Services 199-52-6299.32-995-9990HS

Campus/Department: Administrative & Student Services

Funding: ☐ Federal Grant ☐ State Grant/Allotment ☒ Local ☐ Other _____

Vendor: City of Elgin

Scope of Services:

- SRO services (including patrol vehicle) for the 2018-2019 school year at the Middle and High School campuses.
- K-9 presence for the 2018-2019 school year at the Middle and High School campuses.
- Police Officers working 2018-2019 extra-curricular activities for the District.

Compensation:

- SRO services (including patrol vehicle) at the Middle and High School campuses - \$105,278
- K-9 presence at the Middle and High School campuses - \$5,000
- Services provided by Police Officers working extra-curricular activities for the District - \$45/hour to be paid directly to each individual officer

Term:

- August 1, 2018 through June 30, 2019

Compliance with HB 89: A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott and will not boycott Israel during the term of the contract.

Compliance with SB 252: A governmental entity may not enter into a contract with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

In signing this agreement, you attest to comply with HB 89 and SB 252.

Printed Name of Consultant/Contractor

Consultant's/Contractor's Signature

Date

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I attest the above named consultant was selected based on demonstrated competence, qualifications, experience, and reasonableness of costs and that consideration was given to contractor integrity, compliance with public policy, past performance, and financial and technical resources.

Campus/Department Administrator's Signature

Date

Assistant/Deputy Superintendent's Signature

Date

Chief Finance Officer's Signature

Date

Superintendent's or Designee's Signature

Date



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Quarterly Financial Report – Third Quarter 2018

DEPARTMENT: Finance

PROPOSED ACTION: Review and Accept

BACKGROUND: Section 2256.005 of the Texas Government Code requires that not less than quarterly, the Investment Officer shall prepare and submit to the City Council, a written, signed, investment report demonstrating a list of investment transactions for the preceding reporting period, in accordance with the Act. Reports will include the following:

- 1.) For each pooled fund group: a beginning book value and market value, book and market value additions and changes, and ending book and market value.
- 2.) The book value and market value of each investment at the beginning and end of the period by type of asset and fund type invested.
- 3.) The maturity date of each investment.

Detailed and summary reports will be prepared and presented to the City Council and Mayor not less than quarterly. The attached Report complies with this requirement of the ACT and the City's Investment Policy.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { } included { } not included in the current-year budget {X} N/A

RECOMMENDATION: Review and accept the report as presented.

ATTACHMENTS: Quarterly Financial Report – Second Quarter 2018

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

{X} 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.

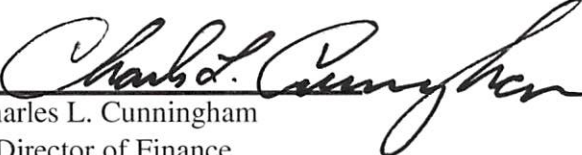
Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

3rd Quarter Investment Report- Fiscal Year 2018

Financial Institution	Fund	Account Name	Ending 3/31/2018	Total Deposits / (Withdrawals)	Interest	Ending 6/30/2018
Prosperity Bank						
	99	Clearing Account	77,710.78	(1,165.77)	19.35	76,564.36
	03	General Fund Debt Service	55,365.07	-	13.80	55,378.87
	11	Community Impact Fees-Water	90,609.21	-	22.60	90,631.81
	12	Community Impact Fees-Sewer	30,879.95	-	7.70	30,887.65
	018	Economic Development Corp.	10,051.74	-	2.51	10,054.25
	018	Schlottzkey's EDC (Pledged As Coll.)	62,600.97	-	157.79	62,758.76
		Sub-total	327,217.72	(1,165.77)	223.75	326,275.70
First National Bank						
	99	Main Checking	3,571,444.44	102,326.21	16,556.82	3,690,327.47
	001	Court Security	32,201.83	-	167.14	32,368.97
	001	Police Equipment	2,371.61	-	12.31	2,383.92
	001	Court Technology	6,384.02	-	33.13	6,417.15
	002	Community Impact Fees-Water	104,946.65	-	544.71	105,491.36
	002	Community Impact Fees-Sewer	59,985.32	-	311.34	60,296.66
	003	General Fund Debt Service	5,763.19	-	29.91	5,793.10
	072	General - ATS Clearing	509,488.22	171,757.00	3,109.51	684,354.73
	002	USDA Rural Dev	1.00	-	0.01	1.01
	018	Economic Development Corp.	232,431.24	153,011.89	1,510.04	386,953.17
	018	EDC Sales Tax Reserve	34,996.71	-	181.64	35,178.35
	018	EDC CD Brique	41,672.97	-	144.88	41,817.85
	001	Money Market General Operations	172.43	-	0.89	173.32
	001	Money Market TIRZ #1	567,541.85	-	2,945.71	570,487.56
		Sub-toal	5,169,401.48	427,095.10	-	5,622,044.62
		TOTAL - DEPOSITS	5,496,619.20	425,929.33	223.75	5,948,320.32

<u>Financial Institution</u>	<u>Fund</u>	<u>Account Name</u>	<u>Ending 3/31/2018</u>	<u>Total of Deposits / (Withdrawals)</u>	<u>Interest</u>	<u>Ending 3/31/2018</u>	<u>WAM*</u>
Tex Star							
	01	General Fund	(0.00)	-	-	(0.00)	2.00
	02	Water/Wastewater Fund	(0.00)	-	-	(0.00)	2.00
		Sub-total	(0.00)	-	-	(0.00)	4.00
Logic							
		CO Series 2015- Proceeds	2,209,697.48	(158,967.84)	10,987.87	2,061,717.51	2.00
		CO Series 2016 - Proceeds	4,355,717.19	(1,319,340.09)	20,600.11	3,056,977.21	2.00
		Sub-total	6,565,414.67	(1,478,307.93)	31,587.98	5,118,694.72	4.00
		TOTAL - INVESTMENTS	6,565,414.67	(1,478,307.93)	31,587.98	5,118,694.72	
		TOTAL - DEPOSITS AND INVESTMENTS	12,062,033.87	(1,052,378.60)	31,811.73	11,067,015.04	

* Weighted Average to Maturity (WAM)

Signature 
Charles L. Cunningham
Director of Finance



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Monthly Departmental Activity Reports - June

DEPARTMENT: Administration

PROPOSED ACTION:

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

BACKGROUND:

Routine monthly reports submitted by departments.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { } included { } not included in the current-year budget {X} N/A

RECOMMENDATION:

No action is required.

ATTACHMENTS:

Community Development, Library, Main Street, Municipal Court, Parks and Rec, Police Department, Planning Dept., Public Works, Utility Billing, and Water Department June reports.

{ } 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.

{X} 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.



MEMORANDUM

To: Tom Mattis, City Manager
From: Amy Miller, Community Development Director
Date: July 8, 2018
RE: Community Development Department Report June, 2018

Historic Review Board reviewed and approved application for façade work at 114 East First Street next to Powell's Printery, signage for The Clever Tiger, Art Studio and Gallery at 32 North Main and a color palette for benches and trash cans throughout the district. The board approved several colors that will be used throughout the district to. This is part of the Public art program led by the Main Street Design Committee. Restoration work continues at 109 and 111 South Avenue C with 109 South Avenue C is now ready to lease loft apartments and commercial space. State Farm Insurance is scheduled to move into 14 North Main after mid-july. Possible tenants are considering space at 115 North Main and 16 North Main. Main Street Board and the Hogeye Festival Committee finalized Hogeye Stroll for Thursday October 25. Elgin hosted executives from CAMPO for a transportation and community development tour on June 29.

Projects

- Hosting a Community filming event with Republic Studios to plan a filming location event – Elgin July 24 at Elgin Public Library. We met with Republic studios and helped them select a variety of locations for their catalogue that will be provided to their clients.
- Large signs project – working on billboard option as well as updating existing sign at Hwy 95 South and possible new sign at Roy Davis Road.
- Community Clean Up Event on June 2 was well attended including volunteers from throughout the community as well as Boy Scouts and Girl Scouts.
- Hogeye Festival, vendor applications, booking music, marketing, graphic design development.
- Planning for Chalk It Up Sidewalk Chalk Art event and the July 4 parade and program. Added a DJ to the chalk event and the Community Choir will be part of the July 4 event.
- Organized Dine in Elgin campaign with EDC and Chamber for mid July through August 15.
- Sip Shop & Stroll marketing, working with businesses to add components to it.
- Preparing President's award applications for the Texas Downtown Association to recognize local business and property owners.

- Juneteenth Festival went well and was well attended.
- Western Days parade and the festival overall went well and was well attended.
- Worked with EISD on planning for Homecoming Parade and Pep Rally set for Wednesday September 5.
- Met with John Quigliani for planning of Veterans Appreciation Parade set for Saturday November 2.
- Met with potential buyers and realtors for properties downtown.
- Met with property owners about renovation plans and possible tenants.
- Met with business owners seeking lease space.
- Website updates
- City of Elgin E-News
- Social Media: Visit Elgin, Envision Elgin Instagram – visitelgintx

Boards & Committees, Seminars

CAMPO, Transportation Advisory Committee
 CAMPO, Regional Arterial Steering Committee
 CAMPO Sub regional MOKAN study committee
 Main Street Board
 Historic Review Board
 Promotion Tourism Committee
 Design Committee
 Organization Committee
 Business Retention Recruitment Committee
 Hogeye Festival Committee

Upcoming Events

Community Clean-Up day June 2
 Juneteenth Festival June 8-9
 Sip Shop and Stroll June 14
 Western Days June 19 – 23
 Hogeye Festival planning Meeting June 28th 6:30pm at El Maguey
 July 3 Chalk It up Sidewalk Chalk Art event 6pm Veterans Memorial Park
 July 4 People's Patriotic Parade & program 10am Parade at City hall, program follows at Veterans Memorial Park
 Sip Shop & Stroll July 12
 Dine In Elgin July 17 to August 14

Business training Classes

Business Security June 2 with Chamber of commerce luncheon

LIBRARY REPORT TO CITY OF ELGIN FOR JUNE 2018

Building: The Civic Center is being used heavily by the library for the summer programs. The special children's programming and young adult crafts are sharing the room on Friday mornings two times a month. The ESL class has grown out of the meeting room and needs the Civic Center space two evenings a week during the summer.

Circulation was down 2% and the collection size is down 6% from June 2017.

Friends of the Elgin Library had a Grown-Up Game Gala and ice cream social on June 22nd. We will have two more G3 this year on August 31 and November 30. The plan is to have games when there is a 5th Friday of the month. Skip Bo and Mexican Train dominoes were popular along with the Bluebell ice cream sundaes.

Grants: The Texas Book Festival grant is mostly purchased with the grant report due December 31st.

Programs: The Summer Reading Program is going well and a young adult craft has been added on the 1st and 3rd Friday on the months. The Friends with local funders will bring the TAME Trailblazer to EPL on August 8th. TAME is the Texas Alliance for Minorities in Engineering. It is a traveling science hands-on-learning road show with the library providing science learning stations in the Civic Center and science oriented snacks. Children's librarian, Melinda Torres, had a Facebook Class for Business on June 28th.

Staff and volunteers are focused on the Summer Reading Program and other programs.

Volunteers: We have a Summer Earn and Learn youth working with us, Elvis Valle. He works 30 hours a week until August 11. It is a program through Rural Capital Area Workforce Solutions.

Categories	Units	June '17	June '18	Fiscal YTD '17	Fiscal YTD '18
Total Circulation		9,004	8,788	59,709	67,374
+ or - Same month previous year	Percent		-2%		
Additions					
Interlibrary Loans	Each	21	13	194	137
New Patrons	Each	144	126	690	744
Collection					
Items Added	Each	344	255	2,276	1,993
Items Withdrawn	Each	794	151	2,460	2,910
Total Collection	Each	39,293	36,781	39,293	36,781
General Statistics					
Gate Count	Each	5,140	5,140	36,268	29,645
Hours Open	Hours	171	168	1,465	1,465
Library Tours	Each	0	0	4	1
Program Visitors	Each	682	1,032	3,825	3,304
Public Computer Use	Hours	517	491	3,985	3,993
Patrons using computers	Each	784	710	6,022	5,601
Wifi Patron Use		1,587	502	13,233	4,116
Volunteer Hours	Each	168	128	1,398	1,190
Receipts					
		\$1,558	\$1,646	\$9,689	\$22,590
Civic Center Use					
City	Each	7	5	54	89
Library	Each	35	34	192	196
Public Rental	Each	2	6	17	32
Other - not for profit	Each	3	5	42	32
Total Civic Center Use		47	50	305	349



MONTHLY ACTIVITY REPORT

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

The Monthly Report is **due by the 10th of each month**. Please use electronic version, type or print legibly. Please use this electronic version and email to mainstreet-reports@thc.state.tx.us.

CITY: ELGIN

MONTH/YEAR: June 2018

DATE SUBMITTED: 7-8-2018

1. Updates on Projects, Activities for the month.

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

Meeting Dates:	Update on projects or activities
June 21, 2018	Board did not meet due to vacation scheduling conflicts. Miller to attend Main Street training in Amarillo in July. Hogeye Festival committee met and worked on plans for the Hogeye Stroll on Thursday October 25. Rainey Real Estate will host a Kendra Scott pop up show, Eva Mae's Kitchen will have the Hogalicious Dessert Contest, The Clever Tiger to host the Pearls Before Swine Art Show and businesses throughout the district planning to stay open late with music and specials from 5 to 9. Graphic design work finalized - will work on shirts, print materials etc in July.

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

Meeting Dates:	Update on projects or activities
May 24, 2018	Find Love in all the Local places bags were finished and in July will be stuffed with information about Elgin and distributed through realtors, title companies and City utility department.

PROMOTION:

Meeting Dates:	
May 3, 2018	Sip Shop and Stroll continues to go well. Juneteenth Festival and Western Days went well and brought people downtown. SUMMER – Chalk it up on July 3 adding a DJ and snow cones to the event. Peoples Push Pedal Pull Patriotic parade for July 4 at 10am. Worked with Elgin Community Choir to add four patriotic songs to the program following the parade. Sip Shop July 12

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

	July - August Dine Local – working with EDC and Chamber to encourage Dine Out Tuesdays with gift card drawings through August 15.
--	---

DESIGN:

June 5, 2018	Presented color palette for benches to the MSB and to Historic Review board. HRB Approved the paint colors for benches and trash cans. Miller to work with Federal Correctional Institute to have benches and trash cans painted as soon as their schedule allows.

ECONOMIC RESTRUCTURING:

Meeting Dates:	Update on projects or activities
May 8, 2018	Presented request to City to use HOT Funds for a privately owned billboard lease at Hwy 290 and 11th street. Worked on design options with graphic designer and producer. Worked on new welcome sign options with City for Hwy 290 east and westbound. Business Security class was a big at at the chamber luncheon. Another one will be held in the 2018-2019 schedule. New business The Clever Tiger Art studio and gallery opened at 32 North Main next to Double R Hathouse. They will provide classes for all ages, gallery showings, and are partnering with local group such as the Elgin Art Association. Several committee members made plans to attend the Retail promotions round table in Port Aransas with Miller at the end of July. Available for lease: ½ of 14 N Main, 115 north Main and 112 Depot are available for lease. 109 North Main, and 111 South Avenue C are actively under renovation to be commercial and residential space. Working with owners on renovation plans, reviews, and lease recruitment. 211 Central Avenue stabilized by owner, new construction reviewed and approved by HRB.

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

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

Looking at the Main Street district and reviewing the historic district will be big projects for 2018-2019

The replacing holiday lights project will be a big one for 2018 – 2019.

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

4. Suggestions for Texas Main Street Center *(list suggestions on services or training topics; new resources; questions):*
5. Main Street in the News. *If your programs or its activities have been spotlighted in press coverage during the month, please provide a link here. If there is a newsworthy event or announcement that would be appropriate for the Main Street Matters e-newsletter, please email mainstreet-reports@thc.state.tx.us with the information. Please provide event information as many months in advance as possible.*

Events

July 3 Chalk It UP! Sidewalk chalk art competition for families and kids downtown with a DJ and snow cones.

July 4 Push Pedal Pull People's Patriotic Parade & program 10 am downtown

July 12 Sip Shop Stroll

July – August Dine in Elgin

August 10 Sip Shop Stroll

September 13 Sip Shop Stroll

October 31 Safe Trick or Treat trail downtown

Hogeye Festival October 25 – 27 2018 -

Hogeye Festival, Elgin Texas

Celebrating its 31st anniversary, Elgin goes hog wild for this free family festival. It is a time for family friendly fun and casual feasting in the Sausage Capital of Texas with all the pink pork trimmings this proud central Texas town can root up. Thursday October 26th enjoy the Hogeye Stroll from 5 to 9 with the Hogalicious Dessert Contest and the Pearls Before Swine Art Show. Friday October 27th from 8pm to midnight enjoy the free Hogeye Depot Street Dance with Ken Orts and No Chance. Saturday, October 27 from 10:00a.m. until 6:00p.m. The free festival features live music and entertainment on three stages, handmade arts and crafts, children's activities, a children's costume pet parade, a carnival, Road Hog Car Show, BBQ Pork Cook-Off, In a Pig's Eye Corn Hole Tournament, Hogalicious Dessert Contest, Cow Patty Bingo, the Pearls Before Swine Art Show, and great festive food! Free Festival Shuttle available at the Hwy 95 North Park and Ride. The festival and street dance held downtown at 109 Depot Street. www.hogeyefestival.com Elgin is located 19 miles east of Austin on Hwy 290.

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

OFFICE OF COURT ADMINISTRATION

TEXAS JUDICIAL COUNCIL



OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month June

Year 2018

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 Jul 11, 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 June Year 2018

	Traffic Misdemeanors			Non-Traffic Misdemeanors		
	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
1. Total Cases Pending First of Month:	13,023	13	0	1	2,555	26
a. Active Cases	8,878	11	0	1	1,163	10
b. Inactive Cases	4,145	2	0	0	1,392	16
2. New Cases Filed	167	0	0	0	29	12
3. Cases Reactivated	40	0	0	0	22	0
4. All Other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket	9,085	11	0	1	1,214	22
6. Dispositions Prior to Court Appearance or Trial						
a. Uncontested Dispositions	115	0	0	0	23	0
b. Dismissed by Prosecution	4	0	0	0	2	0
7. Dispositions at Trial:						
a. Convictions						
1) Guilty Plea or Nolo Contendere	17	0	0	0	13	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	13					
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	1					
g: All Other Transportation Code Dismissals	0	0	0	0	0	0
9. All Other Dispositions	8	0	0	0	3	0
10. Total Cases Disposed	160	0	0	0	44	5
11. Cases Placed On Inactive Status	25	0	0	0	13	0
12. Total Cases Pending End of Month:	13,030	13	0	1	2,540	33
a: Active Cases	8,900	11	0	1	1,157	17
b: Inactive Cases	4,130	2	0	0	1,383	16
13. Show Cause Hearings Held	22	0	0	0	17	3
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 June Year 2018	
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	1
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	5
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 June	Year 2018		
1. Magistrate Warnings:			
a. Class C Misdemeanors		32	
b. Class A and B Misdemeanors		6	5
c. Felonies		10	7
			TOTAL
2. Arrest Warrants Issued:			38
a. Class C Misdemeanors			
b. Class A and B Misdemeanors			1
c. Felonies			0
3. Capiases Pro Fine Issued			24
4. Search Warrants Issued			0
5. Warrants for Fire, Health and Code Inspections Filed			0
6. Examining Trials Conducted			0
7. Emergency Mental Health Hearings Held			0
8. Magistrate's Orders for Emergency Protection Issued			1
9. Magistrate's Orders for Ignition Interlock Device Issued			0
10. All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond			0
11. Driver's License Denial, Revocation or Suspension Hearings Held			0
12. Disposition of Stolen Property Hearings Held			0
13. Peace Bond Hearings Held			0
14. Cases in Which Fine and Court Costs Satisfied by Community Service:			0
a. Partial Satisfaction			
b. Full Satisfaction			0
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit			14
16. Cases in Which Fine and Court Costs Waived for Indigency			3
17. Amount of Fines and Court Costs Waived for Indigency			\$876.00
18. Fines, Court Costs and Other Amounts Collected:			\$22,441.30
a. Kept by City			
b. Remitted to State			\$13,503.26
c. Total			\$35,944.56

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



June 2018 Parks Report.

Director- Michael

The Parks Department generally always has a positive response to the summer programs and festivals, this year was no exception. The Maintenance crew and Admin team all stepped up and made the Month of June run smooth. In keeping up with new demands of the department the team has found new ways to meet and manage our client's expectations. We have found that talking to clients one on one and developing relationships through small interactions is our most effective way to reach people with new and additional info. We still post signs and utilize social media, but it has been a charge to each staff for our laborers positions, front desk and lifeguards to talk with folks and tell them our Parks and Recreation story and give them an opportunity to be involved. It is through these interactions that we have found a new energy for what we do and the service we provide.

Maintenance: -Orlando

Festival season has the parks crew out in full force. We put up signs for both festivals, we changed out light poll banners, we set up tents, put up barricades, blocked off streets and ran trash for two festivals and three parades. Everything that goes up in a festival must be taken down at the end so it's early mornings and late evenings for these events. The week before western days we got a few showers that brought life to the grass, with that we are still mowing spots and weeding areas as needed. Our mowing schedule is following the park activity right now. We also cleaned up trees around EMP. We put up no parking signs down town, set up tents, moved tables, worked on softball field, volleyball court in preparation for Western Days.

Admin: -Kayla Trantham

We have had a great flow of people through the building since the opening. The front desk staff has been doing a good job interacting with the community and selling memberships. They are continuously asking questions the make themselves better at their jobs. They do a lot of cleaning throughout the day to help out the custodial staff. We have been tracking data that shows how we have been doing in the month since opening, and the rest of the department during that same time. It shows an upward trend in all of our rentals and programs.

Park Activity Summary		May 2018
Facility	Number of uses	
Park/ Pavilion Rental	23	
Ball Field Rental	54	
Fleming Community Center	41	
Water Aerobics	392	
Pool Entries	2,013	
Deposits	\$16,720	

Monthly Report to Administrative Manager
Building Department
For the Month of June 2018

Type of Inspections	Jun-17	Jun-18	Fiscal Yr. To Date	Calendar Yr. To Date
Building	27	58	559	421
Electrical	19	53	350	261
Plumbing	13	46	412	292
Gas	1	7	65	47
Mechanical	6	9	188	152
TOTAL	66	173	1574	1173
Building				
Permits	23	33	221	152
Value	\$ 2,128,355.21	\$ 4,191,649.09	\$ 15,830,518.64	\$ 10,659,609.62
Fees	\$ 10,379.35	\$ 26,866.76	\$ 100,143.21	\$ 73,071.57
Electrical				
Permits	8	21	124	88
Fees	\$ 1,010.00	\$ 3,870.00	\$ 20,330.00	\$ 14,130.00
Plumbing				
Permits	11	24	113	78
Fees	\$ 2,002.50	\$ 4,510.00	\$ 19,580.00	\$ 13,480.00
Gas				
Permits	2	3	49	31
Fees	\$ 210.00	\$ 490.00	\$ 6,700.00	\$ 4,470.00
Mechanical				
Permits	7	14	88	68
Fees	\$ 1,000.00	\$ 2,370.00	\$ 10,890.00	\$ 8,100.00
Total All Fees	\$ 14,601.85	\$ 38,106.76	\$ 157,643.21	\$ 113,251.57

**June 2018
Building Permits**

Number of Permits		Type/Classification	Permit Fees		Valuation	
Jun-17	Jun-18		Jun-17	Jun-18	Jun-17	Jun-18
	12	New Single Family		\$ 11,363.67		\$ 1,439,025.00
		New Duplex				
		New Manufactured				
		New Multi-Family				
1	1	New Commercial	\$ 7,733.00	\$ 7,733.00	\$ 1,800,000.00	\$ 1,799,777.00
		New Industrial				
	1	New Swimming Pools		\$ 505.42		\$ 49,500
	2	Moving Permit		\$ 284.88		\$ 20,000
3	3	New Signs	\$ 245.06	\$ 384.32	\$ 8,160.00	\$ 31,000.00
12	8	Residential	\$ 1,225.92	\$ 761.10	\$ 83,395.21	\$ 47,879.24
2	6	Non-Residential	\$ 1,125.37	\$ 5,834.37	\$ 236,800.00	\$ 804,467.85
5		Demolitions	\$ 50.00		\$ -	
23	33		\$ 10,379.35	\$ 26,866.76	\$ 2,128,355.21	\$ 4,191,649.09
*BOA Request		None				
**BSC Requests		None				
P & Z Request		Southside Market Subdivision Preliminary and Final Plats approved. Elgin Business Park III Preliminary and Final Plats approved.				
Code Enforcement	Active June 2017	Active June 2018	Closed June 2017	Closed June 2018	Calendar YTD	
Abandoned/Junked		1	1	5	93	
Recreational Vehicle		1		2	9	
Fences		1			1	
Environmental			10		14	
Fire Code						
Illegal Signs			42	93	356	
Property Maintenance			2	4	40	
Unsafe Structures		2			6	
Zoning					4	
Total	0	5	55	104	523	

*Board of Adjustments

**Building Standards Commission

Submitted By:

Carlos Navejas

Date:

July 13, 2018

Public Works – June- 2018

Right of Way and Easement mowing and maintenance:

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

Sign replacement:

Repaired Saratoga Farms and HWY 290 street sign

Permanent Street, utility cut repairs, pothole repairs:

Level-ups:

East 3rd Street

Western Sky (5 locations)

Patches:

Monterrey Street

County Line Road (2 locations)

Monterrey Cove

North Avenue C

Raymond Johnson Road (2 locations)

Bladed:

Alley between North Main Street, North Avenue C, Depot Street, and West 1st Street

Alley between North Main, North Avenue C, West 2nd Street, and West 1st Street

Bladed and added base:

Alley between North Main Street, North Avenue C, West 2nd Street, and State Highway 95 North

Excavated and added base to utility cut - Monterrey Street

Curb, Gutters, Drains, and Ditch Cleaning

Cleaned curb and gutters:

Downtown area for Western Days and Juneteenth Parades

Martin Luther King Boulevard

East Alamo from Martin Luther King Boulevard to South Main Street

Cleaned ditch - County Line Road

Cleaned the edge of pavement - East 3rd Street

Litter Control

U. S. Highway 290 East (Roy Davis) to West (to West Wind)

State Highway 95 North – US 290 to City Limit Sign

State Highway 95 South – US 290 to City Limit Sign

FM 1100 - State Highway 95 North to County Line Road

County Line Road – U. S. Highway 290 East to FM 1100

Taylor Road Loop 109 - North Main Street to US 95 North

Central Avenue - Lee Dildy Drive to South Main Street
Main Street – Lexington Road to Loop 109 (Harris Street)
South Avenue C- Loop 109 (Harris Street) to Central
North Avenue C – Central to Lexington Road
Ramirez Street to FM 1704
Martin Luther King Boulevard
Old McDade Road

Trees and Brush:

Trimmed low limbs - West 2nd Street from North Avenue C to West 11th Street
Trimmed low limbs - West 11th Street from U. S. Highway 290 to North Main Street
Removed large limb - North Main
Trimmed limbs on Alley A
Removed fallen tree - Madison Street
Picked up brush – North Avenue C and West 8th Street
Removed fallen tree – Alley between North Main Street / North Avenue C and
West 2nd Street / State Highway 95 North

Events:

Juneteenth
Western Days
Setup and Showed Equipment at Elgin Library Event - Shoe Box Lid City and Big
Machines

Saratoga Farms Subdivision Section 5:

Substantially complete

Saratoga Farms Subdivision Section 6:

Clearing and grubbing

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

Forming and concrete installation

Lee Dildy and Roy Rivers Boulevard Extension Project

5X4 concrete box (storm sewer) installation
36" reinforced concrete pipe (storm sewer) installation
Concrete installation on roadway

Joe Parten

Director, Public Works
City of Elgin

UTILITY BILLING REPORT			June 2018
Billed out	\$514,922.62		
Past due notices	606	\$75,895.69	
Work orders-Cut offs	77		
Disconnected for non pmt	70		
Extension to pay 1st	60		
Extension due for disconnect	2		
Meter tamper fee	0		
After Hour turn on	3		
Accounts set to final	11	for non pmt	

METER REPORT		
WORK ORDERS	COMPLETED	INCOMPLETE
START READ	42	3
FINAL READ	39	1
TRANSFERS / IN AND OUT	2	0
CTO'S / DISCONNECT NON-PMT	77	0
SET METER	1	1
ERT REPLACEMENTS	9	16
METER REPLACEMENTS	20	9
VISUAL READS	21	
FAILURE TO READ (MOBILE MISS)	57	0
RE READS	29	0
WL / CHECK FOR WATER LEAK	11	6
METERS DATA LOGGED	15	0
MISCELLANEOUS	26	20
TOTAL NUMBER OF WORK ORDERS	349	56
CURB STOPS		
BROKEN CURB STOPS	0	34
TOTAL NUMBER OF WORK ORDER	0	34
BULK WATER		
PURCHASES	13	
TRIPS/GALLONS	26/11,700	
TOTAL COLLECTED	\$59.63	

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

310 N. Main Street
512-229-3220 office

Monthly Reports June 2018

Department 023 Water Treatment

Well # 10	0 Gallons
Well # 11	0 Gallons
Well # 14	24,375,000 Gallons
Well # 15	18,684,000 Gallons
Water loss due to leaks or flushing	350,000 Gallons
Total Water Pumped	42,709,000 Gallons

Chemicals Used

Chlorine	1053 Pounds
Sequest	150 Gallons

Distribution Samples

Bacteriological Samples Taken	11
Average Chlorine Residual	1.61 mg/l
Violations	0

Department 024 Distribution

Line Repairs/New installations

Main Line Breaks	5
Service Line Breaks	4
Miscellaneous Repairs/Complaint Calls	15
New Connections/Taps	0
Installation of New Water Main	0

Department 026 Wastewater

Collections

Backups

Main Lines	4
Service Lines	8
After Hours Call-Outs	9

Line Repairs/New Installations

Curb Side Cleanout Caps Replaced	2
Curb Side Cleanouts Installed	0
Main Line Repairs	1
New Main Line Installed	0
New Taps Installed	1
Lines TV'd	4
Manholes Installed/Repaired	0

Lift Station Maintenance/Repairs

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

Wastewater Treatment Plant**Maintenance/Repairs**

Pumps Pulled	0
Pumps Installed	1
Motors Pulled	0
Motors Installed	1
Control System/Electrical Repairs	2
Cleaned Wet Well Floats	1
Miscellaneous Repairs	15
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	460,100 Gallons
Maximum Daily Flow	607,800 Gallons
Average Daily Flow	522,100 Gallons
Total Monthly Flow	16,185,900 Gallons

Effluent DO (Dissolved Oxygen) Average	6.7
Effluent Chlorine Residual Average	1.87 mg/l
Effluent pH Average	7.29
Total Phosphorus Average	0.222
CBOD (Carbonaceous Biochemical Oxygen Demand) Average	2
TSS (Total Suspended Solids) Average	2.02
Ammonia/Nitrates Average	0.057

Remarks :



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: General Activity Report and/or Project Update

DEPARTMENT: City Manager/Staff

PROPOSED ACTION:

No Council action proposed or requested; This item is to allow for general update and/or activities report relating to various on-going city projects or issues.

BACKGROUND:

This item is to provide opportunities for miscellaneous updates and comments by the staff; and general Q&A with the City Council relative to on-going projects and/or issues.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { } included { } not included in the current-year budget {X}
N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

None.

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

{X} 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:

DEPARTMENT: Community Development

PROPOSED ACTION: Consider approval of the street closure request.

BACKGROUND:

The American Legion will host the Veterans Appreciation Parade & Program on Saturday, November 3 at 10am. Parade line up at the water tower on 2nd street in the EISD Parking area. The parade route follows 2nd street to Main Street, turns right on Main Street, continues to Depot Street, where it turns right and terminates at Veterans Memorial Park. The program with free sausage wraps follows immediately afterward in Veterans Memorial Park. The parade begins at 10am. The street closures along the route and related side streets are requested from 10am to 11am. The parade route requires 11 City of Elgin staff and 4 police officers for traffic control with an approximate cost of \$1187. Trash pick up by parks staff at a cost of approximately \$100.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { X } included { } not included in the current-year budget { } N/A

The Police Department has officer time for parades included in the overtime budget. City departments assist with street closures. The Parks Department does not have it in the overtime budget. The public works department has it included in overtime, but those funds are also impacted by weather related events that the crew may respond to.

RECOMMENDATION:

Approve street closures for the Veterans Appreciation Parade & Program.

ATTACHMENTS:

Parade Route, Request letter attached

- { } 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.**
- {X} 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.

Veterans Appreciation Parade & Program



Date: Saturday, November 3, 2018

Time: 10:00 AM

Route: Parade will begin at the water tower on W. 2nd Street, turn right on Main Street, and end at the Veterans' Memorial Park gazebo.

Description: American Legion organizing the Veterans Appreciation Parade to include marching units, vintage vehicles, not expecting trailers. Providing a program with free sausage wraps immediately after the parade in Veterans Memorial Park.

Mayor Chris Cannon
City of Elgin
310 N. Main Street
Elgin, Texas 78621

Dear Mayor Cannon:

On Saturday November 3rd. at 10 a.m. the second annual veteran's appreciation day parade is scheduled to begin at the water tower on West 2nd. And turn right onto Main Street, and end at the Veterans Memorial Park gazebo.

We will need to close the vacant lots between Depot and Central Street from Avenue B to Avenue C. In addition, close Depot and main to Avenue B and close Avenue C from alley at Police Department to Central.

Since the parade will terminate at Main and Depot the parade participants will use this space to break down. Also, the parade goers will have an opportunity to view any floats and the military from Fort Hood.

For God and Country

John Quagliani
American Legion
Commander Post 295
Chairman V.A.D.P.
Elgin, Texas 78621

American Legion P.O. Box 877 Elgin Texas 78621



Elgin City Council Meeting Agenda Item Executive Summary

ITEM:

DEPARTMENT: Community Development

PROPOSED ACTION: Consider approval of the street closure request.

BACKGROUND:

The Elgin Independent School District will host a Homecoming Parade & Pep Rally on Wednesday September 5. Parade line up at the water tower on 2nd street in the EISD Parking area. The parade route follows 2nd street to Main Street, turns right on Main Street, continues to Depot Street, where it turns right and terminates at Veterans Memorial Park. The Homecoming Community Pep rally follows immediately afterward in Veterans Memorial Park. The parade begins at approximately 6:45pm. The street closures along the route and related side streets are requested from 6:30pm to 7:30pm. Parade to be managed with two officers and four city staff for two hours or less, approximate cost of \$340. Trash pick up to be completed by Parks Staff on Thursday morning.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { X } included { } not included in the current-year budget { } N/A

The Police Department has officer time for parades included in the overtime budget. City departments assist with street closures. The Parks Department does not have it in the overtime budget. The public works department has it included in overtime, but those funds are also impacted by weather related events that the crew may respond to.

RECOMMENDATION:

Approve street closures for the Elgin ISD Homecoming Parade & Community Pep Rally on Wednesday September 5, 2018.

ATTACHMENTS:

Parade Route, Request letter attached

- { } 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.**
- {X} 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 High School
Homecoming Parade
&
Community Pep Rally**



Date: Wednesday, Sept. 5, 2018

Time: 6:30 PM

Route: The Elgin High School band, NJROTC/Law Enforcement Honor Guard, Purple Diamonds, cheerleaders, and football team will begin at the water tower on W. 2nd Street, turn right on Main Street, and end at the Veterans' Memorial Park gazebo.

Description: Community Pep Rally immediately after parade at Veterans Memorial Park.

Via email July 28, 2018

Mayor Cannon,
Elgin High School would like to respectfully request specific road closures on September 5th, 2108 to allow for our annual homecoming parade and community pep rally.

If approved, the parade will begin at the water tower on West 2nd street, turn right on Main Street and end at Veterans' Memorial Park.

This will be a great motivator for our football team and super fun for the community.

Thank your for your time,
Rick Reyes
Principal
Elgin High School



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Discussion and possible action regarding a request from Sacred Heart Catholic Church to waive the Open Container Ordinance at the Elgin Memorial Park, 1127 N Main Street for the annual fiesta to be held on Saturday, September 1, 2018 and Sunday September 2, 2018 and allowing the music to extend until 10:00 PM on Sunday, September 2nd.

DEPARTMENT:
Administration

PROPOSED ACTION:

Approve a request from Sacred Heart Catholic Church to waive the Open Container Ordinance at the Elgin Memorial Park, 1127 N Main Street for the annual fiesta to be held on Saturday, September 1, 2018 and Sunday, September 2, 2018 and allowing the music to extend until 10:00 PM on Sunday, September 2nd.

BACKGROUND:

The Sacred Heart Catholic Church will be having their annual fiesta on September 1st and 2nd at the Elgin Memorial Park, 1127 N Main Street, and they are requesting that the City Council waive the Open Container Ordinance and allow the music to extend until 10:00 PM on Sunday, September 2nd.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { } included { } not included in the current-year budget {X} N/A

RECOMMENDATION:

Approval of the request to waive the open container ordinance for the Sacred Heart Catholic Church annual fiesta at the Elgin Memorial Park and allow the music to extend until 10:00 PM.

ATTACHMENTS:

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- {X} 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: City Council Regular Meeting Minutes – July 3, 2018

DEPARTMENT: Administration

PROPOSED ACTION:

Review and approve the July 3, 2018 Meeting Minutes.

BACKGROUND:

N/A

BUDGET/FINANCIAL IMPACT:

Funding for this item was { } included { } not included in the current-year budget {X} N/A

RECOMMENDATION:

Approval of the July 3, 2018 Meeting Minutes.

ATTACHMENTS: July 3, 2018 Meeting Minutes.

{ } 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.

{X} 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, JULY 3, 2018**

CALL TO ORDER

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

ROLL CALL

Present: Mayor Chris Cannon

Jessica Bega, Mayor Pro Tem

Juan Gonzalez, Council Member

Mary Penson, Council Member

Daniel Lopez, Council Member

Phillip Thomas, Council Member

Neil Beyer, Council Member

Sue Brashar, Council Member

Mayor Cannon certified there was a quorum, and that Council Member Susie Arreaga had notified him that she would not be attending the meeting. Council Member Brashar moved to excuse Council Member Arreaga. Council Member Beyer seconds the motion. Motion carried 8-0.

Staff: Thomas L. Mattis, City Manager

Charles Cunningham, Finance Director

Patrick South, Police Chief

Amy Miller, Community Development Director

Barbara Wilson, HR Director

Doug Prinz, Utilities Director

Beau Perry, City Engineer

INVOCATION

Council Member Thomas gave the invocation.

PLEDGE OF ALLEGIANCE

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

Mayor Cannon recessed the regular meeting at 7:03 and opened Public Hearing.

CITY COUNCIL MEETING MINUTES

July 3, 2018 – Page 2

City Annex Council Chambers

PUBLIC HEARING

1. Public Hearing on the Proposed 2018 Five-Year Capital Plan.

With no one wishing to speak Mayor Cannon closed the Public Hearing at 7:03 pm.

Mayor Cannon opened the regular meeting at 7:04 pm.

PUBLIC COMMENT

Mayor Cannon opened Public Comment

Linda Menchen spoke and stated she had written the comments she was going to read because she loves Elgin and wanted it to be a beautiful and healthy environment for the children. She asked that the City Council do everything possible to ensure a beautiful, safe, healthy, and clean community for all children. She requested that the City Council ensure keeping parks beautiful and ensure more parkland, to take care of the trees and to have a beautification program. She suggested xeriscaping on city owned property, the use of non-toxic vegetation and pesticide treatments in city parks, a city composting system, and not using styrofoam or plastic that do not break down and add burdens to landfills.

With no one else wishing to speak Mayor Cannon closed Public Comments.

PRESENTATION

1. Proclamation

Mayor Cannon stated that the Proclamation was in regard to Healthy Summer Food Program for Kids, but he was not going to read it since no one was present to accept it.

CITY MANAGER'S REPORT

1. Review and discussion of City of Elgin Ad Valorem (Property) Tax Exemptions and Related Matters.

Mr. Mattis stated that Mayor Pro Tem Bega had been approached by some citizens asking about the tax exemptions. Mr. Mattis stated that he contacted the County Tax Assessor with questions but did not get much feedback on basic questions like what exemptions we do have in place, when they happened and how to get them done. He stated that the ability to grant property tax exemptions is totally a local decision and a policy decision for Council to make.

CITY COUNCIL MEETING MINUTES

July 3, 2018 – Page 3

City Annex Council Chambers

Mr. Mattis stated that it is a policy issue that would not be appropriate for staff to recommend increasing, decreasing, adding, or eliminating property tax exemptions. He stated he put some information in the Executive Summary and a sheet that was provided by the County showing what property tax exemptions the city offers now. After some discussion Council asked the City Manager to look into this further and provide some more information for future discussion.

2. Update on Lee Dildy Boulevard Construction Project, Phase 2

Mr. Mattis stated that a change order had been approved for this project that did not require Council action as it was in the 25% threshold, and the project was going really well. He stated that the next step for the Seton project was underway, and spoke about road extensions needed for that. He stated that the Lee Dildy change order involved about a 300 feet extension on Lee Dildy and 500 feet on Roy Rivers that was about a 100,000 dollar change order.

3. General Activity Report and /or Project Update.

Mr. Mattis spoke about TXDOT cleaning out ditches and culverts and that they had started their first project on Taylor and was very encouraging. He stated that in doing this cleanup TXDOT found phone wires and other wires in their ditches not properly marked, so they temporarily stepped back to allow for everything to get properly marked. He mentioned that TXDOT is behind on the 290 corridor with mowing and that it happens every year during wild flower season, but that it would get done.

Mr. Mattis mentioned that tomorrow was the 4th of July and asked Chief South to speak about fireworks in the city. Chief South stated staffing at the police department would be as normal, that they would general broadcast all calls for fireworks, and that individuals with fireworks in their possession would be giving a warning initially, but on a subsequent contact they would be cited for a violation.

Amy Miller reminded everyone about the parade and events planned for July 4th.

4. Departmental Monthly Reports – April

There were no questions or discussion on the monthly reports.

CONSENT AGENDA

Mayor Cannon pulled items 1 through 4 on the Consent Agenda stating the Grant Administrator was present to discuss the items, and asked for a motion on items 5 through 8.

1. A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, ADOPTING A CONFLICT OF INTEREST POLICY AND CODE OF CONDUCT FOR TXCDBG CONTRACT 7218012

CITY COUNCIL MEETING MINUTES

July 3, 2018 – Page 4

City Annex Council Chambers

2. A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TXCDBG) CONTRACT NUMBER 7218012

3. A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, REGARDING CIVIL RIGHTS FOR CONSTRUCTION CONTRACTS GREATER THAN \$10,000 TO ENSURE THAT NO PERSON OR GROUP IS DENIED BENEFITS SUCH AS EMPLOYMENT, TRAINING, HOUSING, AND CONTRACTS GENERATED BY CDBG ACTIVITY ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, AGE, OR DISABILITY.

4. A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, WHERE BY THE CITY OF ELGIN AGREES TO AFFIRMATIVELY FURTHER FAIR HOUSING CHOICE FOR ALL SEVEN PROTECTED CLASSES: AND FURTHER AGREE TO PLAN AT LEAST ONE ACTIVITY DURING THE CONTRACT TERM TO AFFIRMATIVELY FURTHER FAIR HOUSING.

Council Member Brashar moved to approve items 5 through 8 with corrections to the minutes; Page 2 of the retreat minutes, second paragraph - stated is spelled sated. Page 2 June 5th minutes, last line - questions OR comment not on. Page 3 item 2 - Sawyer not Sawyers. Council Member Penson seconds the motion. Motion carried 8-0.

5. Request for Street Closures for the 31st Annual Hogeye Festival October 25-27, 2018.

6. Request to Waive Open Container Ordinance for Elgin Drive a Senior Taste the Town November 29, 2018 from 5:30pm to 8:30pm

7. Request To Waive Open Container Ordinance October 25, 26 And 27 For 31st Annual Hogeye Festival.

8. City Council Meeting Minutes - City Council Retreat May 19, 2018 and Regular City Council Meeting June 5, 2018

After brief discussion on each item, Mayor Cannon returned to take action on items 1 through 4 on Consent Agenda.

Council Member Penson moved to approve items 1 through 4. Council Member Thomas seconds the motion. Motion carried 8-0.

CITY COUNCIL MEETING MINUTES

July 3, 2018 – Page 5

City Annex Council Chambers

NEW BUSINESS

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE AN AGREEMENT WITH DATAPROSE LLC. TO PROVIDE BILLING PRODUCTION SERVICES TO THE CITY FOR A MINIMUM PERIOD OF THREE (3) YEARS AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.

Council Member Thomas moved to approve the agreement for billing production services with DataProse. Council Member Lopez seconds the motion. Motion carried 8-0.

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE SELECTION AND AWARD OF A CONTRACT FOR THE CONSTRUCTION OF THE ELGIN WATER TREATMENT PLANT BOOSTER STATION IMPROVEMENT PROJECT TO TTE, LLC; AND AUTHORIZING THE CITY MANAGER AND/OR THE MAYOR TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE TO EXECUTE THE CONTRACT

Council Member Brashar moved to approve the Resolution as presented and add a 25% change order fee. Council Member Penson seconds the motion. Motion carried 8-0.

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING AND ADOPTING THE 2018 FIVE-YEAR CAPITAL IMPROVEMENT PLAN, A REPORT ON ANTICIPATED CAPITAL EXPENDITURES AND PROJECTS FOR ALL MUNICIPAL OPERATIONS FROM OCTOBER 2018 THROUGH SEPTEMBER 2023; AND PROVIDING FOR RELATED MATTERS

Council Member Thomas moved to approve adoption of the 2018 Five-Year Capital Plan with the addition of the Taylor Lane drainage improvement. Council Member Brashar seconds the motion. Motion carried 8-0.

4. Consider Appointments to the Historic Review Board

Council Member Brashar moved to appoint Phillip Garwood and Skie Omahoney to the Historic Review Board. Council Member Penson seconds the motion. Motion carried 8-0

ANNOUNCEMENTS

Amy Miller encouraged everyone to go by Veteran's Park and look at the chalk art.

ADJOURNMENT

Mayor Cannon adjourned the City Council Meeting at 8:08 p.m.
CITY COUNCIL MEETING MINUTES
July 3, 2018 – Page 6
City Annex Council Chambers

APPROVED

Chris Cannon, Mayor

ATTEST:

Amelia Sanchez, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A Resolution of the City of Elgin, Texas authorizing signatories on the city bank accounts with First National Bank, Elgin Texas.

DEPARTMENT: Finance

PROPOSED ACTION: Approve Resolution as presented.

BACKGROUND: The City has been notified that authorized signatures on the City's bank accounts at First National Bank and Prosperity Bank have not been updated to reflect the names and titles of the Mayor, Mayor Pro Tem, City Manager and Director of Finance. Formal changes to the signature cards for the City's accounts must be approved by the City Council in form of a Resolution.

Approval of the Resolution proposed for this agenda item will satisfy this requirement.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { } included { } not included in the current-year budget {X} N/A

RECOMMENDATION: Approval of Resolution as submitted.

ATTACHMENTS: Copy of Resolution

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- {X} 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.**CORPORATE AUTHORIZATION RESOLUTION**

FIRST NATIONAL BANK
1312 HIGHWAY 290 W STE 101
ELGIN, TEXAS 78621

CITY OF ELGIN
310 N MAIN STREET
ELGIN, TEXAS 78621

Referred to her within as "Financial Institution"

ALL ACCOUNT #'s

Referred to here within as "Corporation"

I, **Amelia Sanchez**, certify that I am the Secretary (clerk) of the above-named Corporation organized under the laws of the State of Texas, Federal Employer I. D. Number **74-6000822**, engaged in business under the trade name of City of Elgin, Texas, and that the Resolution on this document is a correct copy of the Resolution adopted at a meeting of the Board of Directors (City Council) of the Corporation duly and properly called and held on **August 7, 2018**. This Resolution appears in the minutes of this meeting and has not been rescinded or modified.

AGENTS: Any agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below.

Name and Title / Position	
A. Chris Cannon, Mayor	B. Jessica Bega, Mayor Pro Tem
C. Thomas M. Mattis, City Manager	
D. Charles Cunningham, Finance Director	

POWERS GRANTED: (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agents signatures required to exercise the power.

A, B, C, D, E	Description of Power	Signatures Required
A, B, C, D	(1) Exercise all of the powers listed in this resolution	2
A, B, C, D, E	(2) Open any deposit or share account(s) in the name of the corporation	2
A, B, C, D, E	(3) Endorse checks and orders for the payments of money or otherwise withdraw or transfer funds on deposits with this Financial Institution	1
A, B, C, D	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences or indebtedness.	2
A, B, C, D	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payments of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest, and notice of non-payment	2
A, B, C, D	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	2
	(7) Other:	

LIMITATIONS OF POWERS: The following are the Corporation's express limitations on the powers granted under this resolution. NONE

CERTIFICATION OF AUTHORITY

I further certify that the Board of Directors of the Corporation (City Council) has, and at the time of adoption of this resolution had, full power and lawful authority to adopt a Resolution, and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same.

☒ If checked, the Corporation is a non-profit corporation.

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

The City Council of the City of Elgin has authorized the Agents listed here within this resolution to have the financial duties and responsibilities and shall become effective the date of adoption of the Corporate Resolution.

APPROVED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS ON THIS THE 7th DAY OF AUGUST, 2018.

CITY OF ELGIN

Chris Cannon., Mayor

ATTEST:

In Witness Whereof, I have subscribed my name to this document and affixed the Seal of the Corporation on this the 7th day of August 2018.

Amelia Sanchez, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A Resolution of the City of Elgin, Texas authorizing signatories on the city bank accounts with Prosperity Bank, Elgin Texas.

DEPARTMENT: Finance

PROPOSED ACTION: Approve Resolution as presented.

BACKGROUND: The City has been notified that authorized signatures on the City's bank accounts at First National Bank and Prosperity Bank have not been updated to reflect the names and titles of the Mayor, Mayor Pro Tem, City Manager and Director of Finance. Formal changes to the signature cards for the City's accounts must be approved by the City Council in form of a Resolution.

Approval of the Resolution proposed for this agenda item will satisfy this requirement.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { } included { } not included in the current-year budget {X} N/A

RECOMMENDATION: Approval of Resolution as submitted.

ATTACHMENTS: Copy of Resolution

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- {X} 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.

CORPORATE AUTHORIZATION RESOLUTION

PROSPERITY BANK
1301 N MECHANIC ST.
EL CAMPO, TEXAS 77437-2633

CITY OF ELGIN
310 N MAIN STREET
ELGIN, TEXAS 78621

Referred to her within as "Financial Institution"

ALL ACCOUNT #'s

Referred to here within as "Corporation"

I, **Amelia Sanchez**, certify that I am the Secretary (clerk) of the above-named Corporation organized under the laws of the State of Texas, Federal Employer I. D. Number **74-6000822**, engaged in business under the trade name of City of Elgin, Texas, and that the Resolution on this document is a correct copy of the Resolution adopted at a meeting of the Board of Directors (City Council) of the Corporation duly and properly called and held on **August 7, 2018**. This Resolution appears in the minutes of this meeting and has not been rescinded or modified.

AGENTS: Any agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below.

Name and Title / Position	
A. Chris Cannon, Mayor	B. Jessica Bega, Mayor Pro Tem
C. Thomas M. Mattis, City Manager	
D. Charles Cunningham, Finance Director	

POWERS GRANTED: (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agents signatures required to exercise the power.

A, B, C, D, E	Description of Power	Signatures Required
A, B, C, D	(1) Exercise all of the powers listed in this resolution	2
A, B, C, D, E	(2) Open any deposit or share account(s) in the name of the corporation	2
A, B, C, D, E	(3) Endorse checks and orders for the payments of money or otherwise withdraw or transfer funds on deposits with this Financial Institution	1
A, B, C, D	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences or indebtedness.	2
A, B, C, D	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payments of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest, and notice of non-payment	2
A, B, C, D	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	2
	(7) Other:	

LIMITATIONS OF POWERS: The following are the Corporation's express limitations on the powers granted under this resolution. NONE

CERTIFICATION OF AUTHORITY

I further certify that the Board of Directors of the Corporation (City Council) has, and at the time of adoption of this resolution had, full power and lawful authority to adopt a Resolution, and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same.

☒ If checked, the Corporation is a non-profit corporation.

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

The City Council of the City of Elgin has authorized the Agents listed here within this resolution to have the financial duties and responsibilities and shall become effective the date of adoption of the Corporate Resolution.

APPROVED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS ON THIS THE 7th DAY OF AUGUST, 2018.

CITY OF ELGIN

Chris Cannon., Mayor

ATTEST:

In Witness Whereof, I have subscribed my name to this document and affixed the Seal of the Corporation on this the 7th day of August 2018.

Amelia Sanchez, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF AGRICULTURE AND THE CITY OF ELGIN FOR INFRASTRUCTURE IMPROVEMENTS FUNDS FROM THE TEXAS CAPITAL FUND AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Economic Development

PROPOSED ACTION: Adopt the Resolution

BACKGROUND: This agreement allows the City to access up to \$1 million in grant money from the Texas Department of Agriculture to install water and sewer along Roy Rivers Road so the new assisted living facility can move forward with construction. The water and sewer will also be available to any other new development in the area.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { } included { } not included in the current-year budget {X} N/A

RECOMMENDATION: Adopt the Resolution

ATTACHMENTS: Copy of the Agreement

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- {X} 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 CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN
THE TEXAS DEPARTMENT OF AGRICULTURE AND THE CITY OF
ELGIN FOR INFRASTRUCTURE IMPROVEMENTS FUNDS FROM
THE TEXAS CAPITAL FUND AND MAKING CERTAIN FINDINGS
RELATED THERETO**

WHEREAS, the Texas Department of Agriculture has funds available from its Texas Capital Fund; and,

WHEREAS, the City of Elgin applied for Texas Capital Funds to improve infrastructure on Roy Rivers Road; and,

WHEREAS, This the Agreement attached hereto is entered into between The Texas Department of Agriculture and the City pursuant to Texas Government Code chapter 791 so that the City can improve infrastructure along Roy Rivers Road

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 Manager is authorized to execute the AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF AGRICULTURE AND THE CITY OF ELGIN CONTRACT NO. 7218012 FOR TEXAS CAPITAL FUND: INFRASTRUCTURE, 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 7th day of August 2018.

CHRIS CANNON, MAYOR
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

**AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF AGRICULTURE
AND
THE CITY OF ELGIN
CONTRACT NO. 7218012
FOR
TEXAS CAPITAL FUND: INFRASTRUCTURE**

SECTION 1. PARTIES TO CONTRACT

This contract and agreement is made and entered into by and between the Texas Department of Agriculture (herein referred to as the “Department”), an agency of the State of Texas, and the City of Elgin (herein referred to as “Contractor”). The parties to this contract agree to the mutual obligations and performance of the tasks described herein.

SECTION 2. CONTRACT PERIOD

This contract and agreement shall commence on July 1, 2018, and shall terminate on June 30, 2021, unless otherwise specifically provided by the terms of this contract.

SECTION 3. PURPOSE

The Department has been designated as the state agency to administer, and the United States Government has awarded the Department funds for, the Texas Community Development Block Grant (“TxCDBG”) Program under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.), herein referred to as the “HCD Act.” Contractor has submitted, and the Department has approved, Contractor’s application for a TxCDBG award to undertake eligible community and/or economic development activities in a non-entitlement area (herein referred to as the “Application”). This contract sets forth the obligations of the parties along with the terms and conditions under which the Department will provide funds to Contractor.

SECTION 4. CONTRACTOR PERFORMANCE

A. Contractor shall conduct the activities approved under this award in a manner satisfactory to the Department and consistent with any standards required as a condition of providing these funds. The authorized use of TxCDBG funds is premised upon, and conditioned on, Contractor fulfilling a CDBG national objective as a result of the TxCDBG-assisted activities. Contractor shall perform all activities in accordance with the terms of the Performance Statement (Exhibit A); Budget (Exhibit B); Project Implementation Schedule (Exhibit C); Special Conditions (Exhibit D); Applicable Laws and Regulations (Exhibit E); Certifications (Exhibit F); and with all other terms, provisions, and requirements set forth in this contract. The Application, in addition to any certifications, assurances, information and documentation required to meet award conditions, are hereby incorporated into this contract.

B. Contractor shall ensure that the national program objective identified in the Performance Statement has been met and that the persons expected to benefit from the activities performed under this contract are receiving such benefit before submitting the Project Completion Report to the Department. If Contractor fails to meet a national program objective, Contractor must repay to the Department any associated disallowed costs as specified by the Department.

C. Contractor shall adhere to the Project Implementation Schedule timelines for key project activities. As described in the TxCDBG Project Implementation Manual and policy directives, the Department may require Contractor to submit written justification and take remedial action for any contract activity that is not completed by the date specified on the Project Implementation Schedule.

SECTION 5. DEPARTMENT OBLIGATIONS

A. Payment for Allowable Costs. In consideration of full and satisfactory performance of the activities referred to in Section 4 of this contract, the Department shall be liable for actual and reasonable costs incurred by Contractor during the contract period subject to the limitations set forth in this Section.

1. The parties agree that the Department's obligations under this contract are contingent upon the actual receipt of adequate state or federal funds to meet the Department's liabilities under this contract. If adequate funds are not available to make payments under this contract, the Department shall notify Contractor in writing within a reasonable time after such fact is determined. In such event, the Department shall terminate this contract and will not be liable for failure to make payments to Contractor under this contract.

2. The Department shall not be liable to Contractor for any costs incurred by Contractor which are not allowable costs, as set forth in Section 7 of this contract. Expenses paid by or financed from other funding sources are not allowable costs under this contract.

3. The Department shall not be liable to Contractor for any costs incurred by Contractor or for any performances rendered by Contractor which are not in accordance with the terms of this contract.

4. The Department shall not be liable for costs incurred or performances rendered by Contractor before commencement of this contract or after termination of this contract. The Department may reimburse allowable administrative and engineering costs incurred by Contractor prior to this contract's execution date, if prior to the award Contractor requested and received written approval from the Department, and Contractor complied with all requirements for the release of such funds.

5. The Department shall not be liable to Contractor for any costs incurred by Contractor in the performance of this contract which have not been submitted to the Department by Contractor within 60 days following termination of this contract, with the exception of administrative costs for preparation of a Single Audit. Administration funds reserved on the Certificate of Expenditures for audit costs and eligible for reimbursement shall be billed to the Department within nine (9) months after the end of Contractor's fiscal year that follows the termination date of this contract. The Department shall deobligate all funds not requested under this paragraph.

B. Excess Payments. Contractor shall refund to the Department any sum of money which has been paid to Contractor by the Department which the Department determines has resulted in overpayment to Contractor, or which the Department determines has not been spent by Contractor in accordance with the terms of this contract. Such refund shall be made by Contractor to the Department within 30 calendar days after such refund is requested by the Department.

C. Limit of Liability. Notwithstanding any other provision of this contract, it is expressly agreed and understood that the total amount to be paid by the Department to Contractor for allowable expenses incurred under this contract shall not exceed One Million and No/100 Dollars (\$1,000,000).

SECTION 6. GENERAL CONDITIONS

A. General Compliance. Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations (CFR) Part 570, Subpart I (the U.S. Housing and Urban Development [HUD] regulations concerning the state CDBG program). Contractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies as now in effect and as may be amended from time to time, including those specified in the Applicable Laws and Regulations attached to this contract. Contractor further agrees to utilize funds available under this contract to supplement rather than supplant funds otherwise available.

B. Independent Contractor. Nothing contained in this contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties to this contract. Contractor shall at all times remain an "independent contractor" with respect to the services to be performed under this contract.

C. Indemnification. Contractor agrees, to the extent allowed by law, to hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Contractor's performance or nonperformance of the activities, services or subject matter called for in this contract.

D. Department Recognition

1. Public buildings, facilities, and centers, including infrastructure visible to the general public, constructed with funds provided under this contract shall have permanent signage placed in a prominent visible public area with the wording provided below.

2. Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc., utilizing funds provided under this contract shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the owner.

3. Wording, Size and Formatting. The signage must be legible from a distance of at least three feet and comply with the wording, size and formatting requirements set forth in the TxCDBG Project Implementation Manual.

E. Changes and Amendments

1. Except as specifically provided otherwise in this contract or the TxCDBG Project Implementation Manual, any alterations, additions, or deletions to the terms of this contract shall be by amendment in writing and executed by both parties to this contract. Such amendments shall not invalidate this contract, nor release the Department or Contractor from its obligations under this contract, except as specifically set out therein.

2. A request for an extension must be supported by documentation of extenuating circumstances beyond Contractor's control which prevented completion of the project within the contract period.

3. A request to extend the contract period should be submitted in writing to the Department as soon as a delay is foreseen. Contract extension requests must be submitted to the Department approximately 60 days but no later than 30 days prior to the expiration of the contract and include a revised implementation schedule showing when major milestones will be completed for each activity. A request for an exception to the requirements specified in this paragraph will be evaluated in accordance with the applicable section of the TxCDBG Project Implementation Manual.

4. It is understood and agreed by the parties that performances under this contract must be rendered in accordance with the HCD Act; the policies, procedures and regulations of the Department; assurances and certifications made to the Department by Contractor; and assurances and certifications made to HUD by the State of Texas with regard to the operation of the TxCDBG Program. Based on these considerations, and in order to ensure the legal and effective performance of this contract by both parties, it is agreed by the parties that performance is subject to and governed by the provisions of the TxCDBG Project Implementation Manual and any amendments thereto. Further, the Department may from time to time during the period of performance of this contract issue policy directives which serve to establish, interpret, or clarify performance requirements under this contract. Such policy directives shall be promulgated by the Department in the form of TxCDBG issuances, shall have the effect of qualifying the terms of this contract and shall be binding upon the Contractor, as if written herein, provided, however, that the policy directives and any amendments to the TxCDBG Project Implementation Manual shall not alter the terms of this contract so as to release the Department from any obligation specified in Section 5 of this contract to reimburse costs incurred by the Contractor prior to the effective date of such amendments or policy directives.

5. Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal or State laws or regulations are automatically incorporated into this contract without written amendment and shall become effective on the date designated by such law or regulation.

F. Remedies for Noncompliance. The Department may take one or more corrective or remedial actions as specified in this contract and 2 CFR 200.338, "Remedies for Noncompliance."

1. Suspension or Termination

a. The Department may suspend or terminate this contract, in whole or in part, if Contractor materially fails to comply with any term of this contract, including but not limited to:

(1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

(2) Failure, for any reason, of Contractor to fulfill its obligations under this contract within the timeframes and manner as specified by the Department;

(3) Failure to complete activities in accordance with the Project Implementation Schedule;

(4) Failure to submit to the Department, within the timeframes and manner as specified by the Department, any report required by this contract;

(5) Submission of reports to the Department that are incorrect or incomplete in any material respect; or

(6) Misuse or improper use of funds provided under this contract.

b. Knowingly making false statements or providing false information on a grant application, certification, or report submitted to the Department is grounds for termination of the contract award.

c. The contract may also be terminated for convenience, in whole or in part, only as follows:

(1) by the Department with the consent of Contractor in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated; or

(2) by Contractor upon written notification to the Department, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the Department determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the Department may terminate the award in its entirety.

d. Upon termination or receipt of notice to terminate, whichever occurs first, Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts related to the performance of this contract or the portion of this contract to be terminated, as applicable, and shall cease to incur costs thereunder. The Department shall not be liable to Contractor for costs incurred after termination of this contract.

e. Notwithstanding any exercise by the Department of its right of suspension or termination as provided in this Section, Contractor shall not be relieved of any liability to the Department for damages due to the Department by virtue of any breach of this contract by Contractor. The Department may withhold payments to Contractor until such time as the exact amount of damages due to the Department from Contractor is agreed upon or is otherwise determined.

2. If Contractor materially fails to comply with any term of the award, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, the Department,

until it is satisfied that there is no longer any such failure to comply, will take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:

- a. Terminate payments to Contractor under this contract;
- b. Temporarily withhold payments pending correction of the deficiency by Contractor;
- c. Reduce the grant award or disallow all or part of the cost of the activity or action not in compliance;
- d. Wholly or partly suspend or terminate the current award;
- e. Withhold further awards for the program; or
- f. Take other remedies that may be legally available.

3. Reduction of Payments. In addition to, or in lieu of, any other right or remedy specified in this contract, as determined by the Department, in its sole discretion, violations or breaches by the Contractor of certain contractual and TxCDBG program requirements will result in the reduction of Administration funds awarded under this contract in accordance with the Administrative Penalty Matrixes set out in the TxCDBG Project Implementation Manual.

4. Withholding of Payments. In addition to any other remedy specified in this contract, if Contractor fails to submit to the Department in a timely and satisfactory manner any report required by this contract, the Department shall, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Contractor. If the Department withholds such payments, it shall notify Contractor in writing of its decision and the reasons therefore. Payments withheld pursuant to this section may be held by the Department until such time as the delinquent obligations for which funds are withheld are fulfilled by Contractor.

5. Ineligibility Period

a. Delinquent audit. If Contractor fails to comply with the single audit requirements specified in this contract and fails to submit an acceptable audit report within 90 days after the receipt of notice by the Department that the audit is past due, Contractor shall be ineligible to receive other TxCDBG grant funding opportunities for a period of one year after the 90-day period.

b. Delinquent debt. If the Department requests or requires Contractor to repay funds to the Department as a result of Contractor's noncompliance with contractual or TxCDBG program requirements and Contractor fails to repay the funds by such date as specified by the Department, Contractor shall be ineligible to receive any future TxCDBG grant funding until Contractor has repaid the entire obligation to the Department.

6. Opportunity to cure. The Department shall give Contractor an opportunity to cure a breach of contract as follows:

- a. Department shall provide written notice to Contractor, detailing all elements of the breach or noncompliance.
- b. Contractor must commence cure within 30 days of the Department's notice.
- c. Contractor must notify the Department in writing within 30 days that cure has begun and provide detailed explanation of the steps being made to cure the breach or noncompliance.
- d. Contractor must complete the cure within 90 days of the Department's notice.
- e. Failure to commence cure within 30 days, or failure to complete cure within 90 days, will result in the Department's right to immediately terminate this contract or take other remedial action that may be legally available.

SECTION 7. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Uniform Administrative Requirements and Accounting Standards. Except as specifically modified by law or the provisions of this contract, the Contractor shall comply with applicable uniform requirements in 2 CFR Part

200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as described in 24 CFR 570.502, and, to the extent applicable, the standards promulgated by the Office of the Comptroller under the Uniform Grant and Contract Management Act (Tex. Gov't. Code Chapter 783, referred to as "UGCMS"). Contractor agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The allowability of costs incurred for performances rendered under this contract shall be determined in accordance with 2 CFR Part 200 subpart E, "Cost Principles," UGCMS, and this contract.

B. Documentation and Record Keeping

1. Records to be Maintained. Contractor shall maintain all records required by the Federal regulations specified in 24 CFR 570.490 that are pertinent to the activities to be funded under this contract. Such records shall include but are not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with TxCDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program (Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this contract);
- f. Financial records, including but not limited to source documentation; invoices; records pertaining to obligations, expenditures, and drawdowns;
- g. Records documenting compliance with labor standards and environmental review; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Audits & Inspections/Access to Records

a. Contractor shall give HUD, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, an authorized office or agency of the State of Texas, and the Department, or any of their representatives or successors, access to all books, accounts, records, reports, files, and other papers or property pertaining to the administration, receipt and use of TxCDBG funds as may be necessary to facilitate review and audit of the Contractor's administration and use of TxCDBG funds received under this contract. Such rights to access shall continue as long as the records are retained by Contractor. Contractor agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act (Tex. Gov't. Code, Chapter 552). Contractor shall include the substance of this clause concerning the authority to audit funds and the requirement to cooperate in all subcontracts it awards.

b. Any deficiencies noted in audit reports must be fully cleared by Contractor within 30 days after receipt by Contractor. Failure of Contractor to comply with the audit requirements will constitute a violation of this contract and will result in Contractor's ineligibility to receive other TxCDBG funding opportunities for a period of one year as provided in Section 6 of this contract.

c. Contractor understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. Contractor further understands and agrees that reimbursement to the Department of such disallowed costs shall be paid by Contractor from funds which were not provided or otherwise made available to Contractor under this contract.

3. Records Retention. Contractor shall retain all financial and programmatic records, supporting documents, statistical records, and all other records required to be maintained in accordance with 24 CFR 570.490, 2 CFR 200.333, and this contract for the greater of: (i) three years after close-out of the grant from HUD to the State of Texas (not the closeout of this contract); (ii) the period required by other applicable laws and regulations described in 24 CFR 570.487 and 570.488; or (iii) other record retention obligations specific to Contractor's contract or project. Contractor may be required to meet record retention requirements greater than those specified in this Section until audit issues are resolved to the Department's satisfaction and all other pending matters are closed. The Department posts a list on its website of contracts that HUD has closed out with the State of Texas. These contracts are listed by closed Program Year, updated once a year or as needed. In the event Contractor has a question regarding the record retention requirements under this contract, it should contact the Department. Contractor shall include the substance of this clause in all subcontracts it awards.

4. Close-outs. Contractor's obligation to the Department shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unspent funds, program income balances, and accounts receivable to the Department), and determining the custodianship of records. Contractor shall submit all required close-out reports to the Department, in a format prescribed by the Department, no later than 60 days after the contract termination date or at the conclusion of all contract activities as determined by the Department. Notwithstanding the foregoing, the terms of this contract shall remain in effect during any period that Contractor has control over TxCDBG funds, including program income.

C. Reporting and Payment Procedures

1. Program Income. In the same manner as required for all other funds under this contract, Contractor shall maintain records of the receipt, accrual, and disposition of all program income (as defined at 24 CFR 570.489(e)) generated by activities carried out with TxCDBG funds made available under this contract. The use of program income by Contractor shall comply with the requirements set forth at 24 CFR 570.489(e). Contractor shall use such income during the contract period for activities permitted under this contract prior to requesting additional funds from the Department. Contractor shall provide reports of program income to the Department with each payment request form submitted by Contractor in accordance with the payment procedures described herein, and at the termination of this contract. All unexpended program income shall be returned to the Department at the end of the contract period, unless otherwise specifically provided within this contract.

2. Payment Procedures

a. The Department shall pay Contractor based upon information submitted by Contractor, consistent with the approved budget and Department policy concerning payments. Payments shall be made for allowable costs actually incurred by Contractor, not to exceed actual, properly documented, cash expenditures. Payments will be adjusted by the Department in accordance with program income balances available in Contractor accounts.

b. The Department shall not be liable to Contractor for any costs incurred by Contractor under this contract until Contractor submits to the Department a properly completed Form A202, Depository/Authorized Signatories Designation Form, found in Chapter 2 of the TxCDBG Project Implementation Manual.

c. Contractor shall submit to the Department at its offices in Austin, Texas, a properly completed Request for Payment form as specified by the Department. Contractor should submit a request for payment under each budget line item, or a written justification for the delay in drawdown of funds, at least annually or as directed by the Department. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Budget and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in the Budget and in accordance with performance. The Department shall determine the reasonableness of each amount requested and shall not make disbursement of any such payment until the Department has reviewed and approved such Request.

d. Notwithstanding the provisions of clauses C.2.a to C.2.c of this Section, it is expressly understood and agreed by the parties to this contract that payments under this contract are contingent upon Contractor's full and satisfactory performance of its obligations under this contract.

3. Progress Reports. Contractor shall submit regular Progress Reports to the Department in the form, content, and frequency as required by the Department. Contractor shall comply with all reporting and submission requirements of the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202 of Public Law 110-252), as well as the reporting and submission requirements of HUD as prescribed by the Department.

D. Procurement. Unless specified otherwise within this contract, Contractor shall procure all materials, property, and services in accordance with: (1) current Department policy concerning procurements, (2) the procurement standards in 2 CFR Part 200 Subpart D, and (3) Chapter 252 or 262 of the Texas Local Government Code, as applicable. Contractor shall ensure that all purchase orders and contracts include all applicable references to statutes, implementing regulations and executive orders. In addition, Contractor shall maintain records of all materials, property, and services as may be procured with funds provided herein.

E. Use and Reversion of Assets. The use and disposition of real property and equipment acquired or improved in whole or in part using TxCDBG funds shall be in compliance with the requirements of 2 CFR 200.311 and 200.313, and 24 CFR 570.489(j).

SECTION 8. PERFORMANCE MONITORING

A. The Department shall monitor the performance of Contractor against the goals stated in the Performance Statement and the milestones listed in the Project Implementation Schedule. The Department reserves the right to perform periodic on-site monitoring of Contractor's compliance with the terms and conditions of this contract, and of the adequacy and timeliness of Contractor's performances under this contract. After each monitoring visit, the Department shall provide Contractor with a written report of the monitor's findings. If the monitoring reports note deficiencies in Contractor's performances under the terms of this contract, the monitoring report shall include requirements for the timely correction of such deficiencies by Contractor. Failure by Contractor to take action specified in the monitoring report may be cause for suspension or termination of this contract, as provided in Section 6 of this contract, or the Department may withhold other grant awards.

B. As stipulated in Section 4.B. of this contract, if the contract ends without any project beneficiaries resulting from the use of contract funds, Contractor shall reimburse to the Department all contract funds disbursed to Contractor, including but not limited to funds disbursed for administration and engineering services. Contractor shall be required to repay the funds within the timeframe specified by the Department.

SECTION 9. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, Contractor may subcontract for performances described in this contract without obtaining the Department's prior written approval. Contractor shall only subcontract for work to which the federal labor standards requirements apply after Contractor has verified the subcontractor's eligibility under the federal System for Award Management and has followed the subcontracting requirements in the TxCDBG Project Implementation Manual. Contractor, in subcontracting for any performances described in this contract, expressly understands that in entering into such subcontracts, the Department is in no way liable to the subcontractor(s).

B. Selection Process

1. Contractor shall insure that all subcontracts are awarded as a result of fair and open competition in accordance with applicable procurement requirements.

2. Documentation concerning the selection process, including evidence of competitive procurement as specified in the TxCDBG Project Implementation Manual, must be submitted to the Department prior to drawdown of funds relating to the appropriate subcontract.

3. Executed copies of all subcontracts shall be forwarded to the Department upon request.

C. Contractor shall ensure that the applicable prevailing wage rate is included in the advertising and solicitation of bids in accordance with the TxCDBG Project Implementation Manual.

D. Monitoring. Contractor shall monitor all subcontracted services on a regular basis to assure contract compliance. In no event shall any provision of this Section be construed as relieving Contractor of the responsibility for ensuring that all subcontracts comply with all terms of this contract, as if performed by Contractor. The Department's approval under this Section does not constitute adoption, ratification, or acceptance of Contractor's or subcontractor's performance. The Department maintains the right to insist upon Contractor's full compliance with the terms of this contract, and by the act of approval under this Section, the Department does not waive any right of action which may exist or which may subsequently accrue to the Department under this contract.

E. Content. Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

F. Bonding. Contractor shall comply with the bonding requirements of Chapter 2253 of the Texas Government Code and 2 CFR 200.325, as applicable.

G. Contractor shall retain five percent (5%) of each construction or rehabilitation subcontract entered into by Contractor until the Department determines that the Federal labor standards requirements applicable to each such subcontract have been satisfied.

SECTION 10. LEGAL AUTHORITY

A. Contractor assures and guarantees that Contractor possesses the legal authority to enter into this contract, receive funds authorized by this contract, and perform the services it has obligated itself to perform.

B. The person or persons signing and executing this contract on behalf of Contractor hereby warrant and guarantee that he, she or they have been duly authorized by Contractor to execute this contract and have authority to validly and legally bind the Contractor to all terms, performances, and provisions set forth herein.

C. The Department shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either Contractor, the person signing this contract, or the party rendering services under the contract. Contractor is liable to the Department for any money it has received from the Department pursuant to this contract, if the Department has suspended or terminated this contract for reasons stated in this Section.

SECTION 11. LITIGATION AND CLAIMS

Contractor shall give the Department immediate notice in writing of (1) any action, including any proceeding before an administrative agency, filed against Contractor arising out of the performance of any subcontract; and (2) any claim against Contractor, the cost and expense of which Contractor may be entitled to be reimbursed by the Department. Except as otherwise directed by the Department, Contractor shall furnish immediately to the Department copies of all pertinent papers received by Contractor with respect to such action or claim. Contractor shall provide a notice to the Department within 30 days upon filing under any bankruptcy or financial insolvency provision of law.

SECTION 12. AUDIT

A. Audits shall be conducted in accordance with applicable federal, state and local laws, policies and regulations, including 2 CFR Part 200 Subpart F, "Audit Requirements," and the audit requirements set forth in the TxCDBG Project Implementation Manual.

B. Audit Certification. Within 60 days after the end of each fiscal year in which Contractor has an open contract with the Department, Contractor shall submit an Audit Certification Form (ACF) in accordance with the requirements of the current TxCDBG Project Implementation Manual. Failure by Contractor to submit a complete ACF by the required due date will adversely affect funding for all existing contracts, eligibility to apply for assistance under the TxCDBG Program, and the issuance of new contracts for funding awards.

C. Single Audit Report. If Contractor expends \$750,000 or more in Federal awards, including TxCDBG funds or other Federal financial assistance received indirectly from pass-through entities, during a fiscal year, Contractor shall be responsible for obtaining an audit in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and other applicable federal regulations. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits.

1. Contractor shall submit required audit documentation (single audit package), as specified in the TxCDBG Project Implementation Manual, to the Department within 30 days after completion of the audit, but no later than nine (9) months after the end of the audit period (i.e., after Contractor's fiscal year end).
2. Contractor shall ensure that the audit report is made available for public inspection within 30 days after completion of the audit.
3. Failure by Contractor to submit a completed single audit package as described in the audit requirements by the required due date will adversely affect funding for all existing contracts, eligibility to apply for assistance under the TxCDBG Program, and the issuance of new contracts for funding awards.

D. Contractor shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section and Section 7 as the Department may require of Contractor. Contractor shall establish written standard operating procedures and internal controls to include the timely procurement of a CPA firm to start and complete the year end single audit report if applicable, in order to comply with contractual and regulatory requirements. The Department shall not release any funds for any costs incurred by Contractor under this contract until the Department has received a copy of any audit report required by this Section.

SECTION 13. ENVIRONMENTAL REVIEW REQUIREMENTS

A. Contractor understands and agrees that it is responsible for environmental review, decision-making, and action under 42 U.S.C. 5304(g), the National Environmental Policy Act of 1969 (NEPA) [42 U.S.C. 4321 et seq.], and other provisions of law which further the purposes of NEPA, as specified in 24 CFR 58.5. Contractor shall comply with the environmental review procedures set forth in 24 CFR Part 58, the TxCDBG Project Implementation Manual, and all other applicable federal, state, and local laws insofar as they apply to the performance of this contract. Contractor must certify that it has complied with the requirements that would apply under the laws and authorities cited in 24 CFR 58.5 and must consider the criteria, standards, policies and regulations of these laws and authorities. In addition, Contractor must comply with the requirements specified in 24 CFR 58.6.

Contractor shall be responsible for complying with all applicable requirements; for issuing public notifications; for submitting a request for release of funds and related certifications, when required; and for ensuring the Environmental Review Record is complete.

B. Limitations on Activities Pending Clearance

1. Neither Contractor nor any participant in the development process, or any of their contractors, may commit TxCDBG funds on an activity or project, or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site, until Contractor has completed the 24 CFR Part 58 environmental review process and the Department has authorized use of grant funds or approved the Contractor's request for release of funds and related certification. In addition, until Contractor's request for release of funds and related certification have been approved, neither the Contractor nor any participant in the development process may commit non-TxCDBG funds on or undertake an activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives.

2. If an activity is exempt under 24 CFR 58.34, or is categorically excluded (except in extraordinary circumstances) under 24 CFR 58.35(b), a request for release of funds is not required but Contractor must document its determination as required in 24 CFR 58.34(b) and 58.35(d). Contractor shall comply with the requirements and procedures in the current TxCDBG Project Implementation Manual, and shall submit to the Department a Determination of Exemption or Determination of Categorical Exclusion, as applicable, and other required environmental compliance documentation as specified in the Implementation Manual. Contractor shall also comply with other applicable requirements, as specified in 24 CFR 58.6, regardless of whether the activity is exempt under 24 CFR 58.34 or categorically excluded under 24 CFR 58.35(b).

C. In accordance with 24 CFR 58.77(b), Contractor shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

SECTION 14. CITIZEN PARTICIPATION REQUIREMENTS

A. Contractor shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this contract are used, in accordance with 24 CFR 570.486 and this contract.

B. Contractor shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by the Department, from the activities specified in the Application or the Performance Statement.

C. Prior to the programmatic closure of this contract, Contractor shall hold a public hearing to review its performance under this contract.

D. For each public hearing scheduled and conducted by Contractor under this Section, Contractor shall comply with the hearing requirements specified in the TxCDBG Project Implementation Manual.

E. Notwithstanding the provisions of Section 7 of this contract, Contractor shall retain documentation of public hearing notices, a list of the attendees at each hearing, and minutes of each hearing held in accordance with this section for a period of three (3) years after the termination of this contract. Contractor shall make such records available to the public in accordance with Texas Government Code, Chapter 552.

F. Complaint Procedures. Contractor shall maintain written citizen complaint procedures that provide a timely written response to complaints and grievances. Such procedures shall comply with the Department's requirements. Contractor shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

SECTION 15. DEBARMENT

By signing this contract, Contractor certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. Contractor is required to immediately report to the Department if it is debarred, suspended or otherwise excluded

from or ineligible for participation in federal assistance programs. Additionally, Contractor certifies that it will not award any funds provided under this contract to any party which is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs. Contractor shall verify the eligibility status of each proposed subcontractor under this contract and its principals and retain documentation in the local files.

SECTION 16. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights and Anti-discrimination

1. Contractor agrees to ensure that no person shall on the grounds of race, color, national origin, religion, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity assisted in whole or in part with TxCDBG funds.
2. Contractor agrees to comply with all federal, state and local civil rights laws and ordinances, including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), as amended; the Fair Housing Act (42 U.S.C. 3601 *et seq.*), as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(b) and 24 CFR Part 6, respectively), as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*); the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*); the Age Discrimination Act of 1975 (42 U.S.C., 6101 *et seq.*); and Executive Order 11063 (Equal Opportunity in Housing), as amended by Executive Order 12259.
3. Contractor agrees to comply with the non-discrimination laws, regulations, and executive orders referenced in 24 CFR 570.607 in employment and contracting opportunities.
4. Contractor shall include the terms and conditions of this civil rights clause in every subcontract or purchase order so that these terms and conditions will be binding upon each subcontractor or vendor.

B. Employment Restrictions

1. Prohibited Activity. Contractor agrees that no funds provided, nor personnel employed, under this contract shall be used for: political activities or to further the election or defeat of any candidate for public office; lobbying; inherently religious activities; political patronage; and nepotism activities.
2. Labor Standards
 - a. Contractor agrees to comply with the requirements of the U.S. Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*) as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.
 - b. Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*; 40 U.S.C. 3145) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 3. Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.
 - c. Contractor agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all subcontractors engaged under contracts in excess of \$2,000 for construction, alteration or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Department pertaining to such contracts and with the applicable requirements of the regulations of the U.S. Department of Labor, under 29 CFR Parts 1, 3, and 5 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Contractor of its obligation, if any, to require payment of the higher wage.

Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). Section 3 requires that, to the greatest extent feasible, opportunities for training, employment, contracting and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract will comply with HUD’s regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. Contractor agrees to send to each labor organization or representative of workers with which Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of Contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

d. Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. Contractor will not subcontract with any entity where Contractor has notice or knowledge that the entity has been found in violation of the regulations in 24 CFR Part 135.

e. Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent Contractor’s obligations under 24 CFR Part 135.

f. Noncompliance with HUD’s regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

C. Conflict of Interest. Contractor agrees to abide by the provisions of Chapter 171, Texas Local Government Code, 2 CFR 200.318-200.319, and 24 CFR 570.489, which include but are not limited to the following:

1. Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by TxCDBG funds.

2. No employee, officer or agent of Contractor shall participate in the selection, or in the award, or administration of, a contract supported by TxCDBG funds if a conflict of interest, real or apparent, would be involved.

3. No covered persons who exercise or have exercised any functions or responsibilities with respect to TxCDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the TxCDBG-assisted activity, or with respect to the proceeds from the TxCDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this

paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Department, the Contractor, or any designated public agency.

4. Contractor shall include in all subcontracts any necessary provisions to eliminate or neutralize conflicts of interest.

D. Lobbying

1. No funds provided under this contract shall be used to pay any person to communicate with (a) a member of the legislative or executive branch of state government, as defined in Chapter 305 of the Texas Government Code, which includes a member-elect, officer-elect, officer or employee of the legislature or a legislative committee, and officer or employee of any state agency, department or office in the executive branch; (b) a Member of Congress; or (c) an officer or employee of Congress or a federal agency, to influence legislation or administrative action.

2. The following activities are excepted from the coverage of paragraph 1: technical and factual presentations on topics directly related to the performance of this contract in response to a documented request made by the Department.

SECTION 17. FRAUD, ABUSE, AND MISMANAGEMENT

Contractor must take steps, as directed by the Department, to avoid or mitigate occurrences of fraud, abuse, and mismanagement especially with respect to the financial management of this contract and procurements made under this contract. Upon the discovery of such alleged or suspected fraud or any incident of misapplication of TxCDBG funds associated with this contract, Contractor shall immediately notify the Department and appropriate law enforcement authorities, if necessary, of the theft of any assets provided for under this contract, malfeasance, abuse of power or authority, kickbacks, or the embezzlement or loss of any funds under this contract.

SECTION 18. EFFECTIVE DATE

This contract is not effective unless signed by the Commissioner of the Department or by his authorized designee.

SECTION 19. WAIVER

Any right or remedy provided for in this contract shall not preclude the exercise of any other right or remedy under this contract or under any provision of law, nor shall any action taken by the Department in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. The Department’s failure to act with respect to a breach by Contractor does not waive its right to act with respect to subsequent or similar breaches. The failure of the Department to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 20. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this contract relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.

B. The attachments specified in Section 4.A. above are hereby made a part of this contract and constitute promised performances by Contractor in accordance with Section 4 of this contract.

SECTION 21. VENUE

For purposes of litigation pursuant to this contract, venue shall lie in Travis County, Texas.

Signed:

Thomas Mattis, City Manager
City of Elgin

Date

Approved and accepted on behalf of the Texas Department of Agriculture.

Jason Fearneyhough, Deputy Commissioner
Texas Department of Agriculture

Date

EXHIBIT A
PERFORMANCE STATEMENT
CITY OF ELGIN

All activities funded with TxCDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons, aid in the prevention or elimination of slums or blight, or meet community development needs having a particular urgency.

Contractor shall carry out the following activities in the target area identified in the Application. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in the Budget.

PROJECT SUMMARY

This economic development project shall provide public infrastructure in the form of water and sewer improvements for the City of Elgin in support of Elgin Endeavors NH LLC, (herein referred to as the "Company") a skilled nursing facility. The location of the building and land on Roy Rivers Road is defined as the Company's project site. The infrastructure improvements are the minimum necessary and will enable the company to begin operations in the City of Elgin.

The Contractor certifies that the activity (ies) carried out under this contract will meet the National Objective of benefitting low- and moderate-income persons with at least 51% of the beneficiaries qualifying as low- to moderate-income.

ACTIVITIES

ED Financial Assistance to For-Profits Contractor shall provide water and sewer improvements to enable the Company to begin operations on Roy Rivers Road in Elgin, Texas.

Water Improvements

Contractor shall install approximately three thousand nine hundred ninety-two linear feet (3,992 l.f.) of twelve-inch (12") water line, four hundred eight linear feet (408 l.f.) of bore and steel casing, nine (9) fire hydrants, one (1) vault and meter, nine (9) valves, fittings, trench protection, testing and necessary appurtenances.

ON	FROM	TO
Roy Rivers Road	Existing water line on U.S. Highway 290	Project site

Sewer Improvements

Contractor shall install approximately two thousand five hundred linear feet (2,500 l.f.) of eight-inch (8") sewer line, three hundred sixty linear feet (360 l.f.) of steel casing, six (6) manholes, trench protection and necessary appurtenances.

ON	FROM	TO
Roy Rivers Road	Existing sewer line south of Lee Dildy Blvd.	Project site

Engineering

Contractor shall ensure that the amount of Department funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services does not exceed the amount specified for engineering in the Budget.

General Administration

Contractor shall ensure that the amount of Department funds expended for all eligible project-related administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for administration in the Budget.

PROJECT OBJECTIVES

Contractor certifies that the activities carried out under this contract shall meet the National Objective of benefitting low- and moderate-income (LMI) persons through permanent job creation and/or retention with at least 51% of the beneficiaries qualifying as LMI.

As a result of this Project, Contractor shall ensure that the Company creates fifty (50) permanent new jobs at the Company project site described above. Of the fifty (50) total jobs, fifty-one percent (51%) or twenty-six (26) jobs total shall be held by LMI persons prior to the contract termination date. In the event more than the obligated number of permanent jobs are created, the Contractor shall ensure that at least fifty-one (51%) of all permanent jobs created during the contract period are held by LMI persons.

NOTE: Any employee transferring from another Company location or related business operation shall be identified and may not be considered as a created permanent job. Requests to train employees at an alternate location prior to beginning work at the Company Project Site must have prior written approval from the Department.

EXHIBIT B
BUDGET
CITY OF ELGIN

<u>Project Activities</u>		<u>Contract Funds</u>	<u>Other Funds</u>	<u>Total Funds</u>
18A	ED Financial Assistance to For-Profits - Total	\$940,000	\$2,001,200	\$2,941,200
	ED - Improvements-Construction	\$855,000	\$1,050,000 ¹	\$1,905,000
	ED - Engineering	\$85,000	\$0	\$85,000
	Machinery & Equipment – Acquisition	\$0	\$951,200 ²	\$951,200
21A	General Program Administration - Total	\$60,000	\$0	\$60,000
TOTALS		\$1,000,000	\$2,001,200	\$3,001,200

Source of Other Funds:

1 – Elgin Economic Development Corporation

2 – Elgin Endeavors NH LLC

EXHIBIT C

PROJECT IMPLEMENTATION SCHEDULE

CITY OF ELGIN

CONTRACT START DATE

July 1, 2018

CONTRACT END DATE

June 30, 2021

If Contractor fails to meet milestones in accordance with this schedule, the Department will withhold payments to Contractor until such milestone has been completed.

Activity To Be Completed by Date Specified:		Milestone Date
Procurement of Professional Services Completed	Month 2	9/1/2018
4-Month Conference Call / Meeting Completed ⁽¹⁾	Month 4	11/1/2018
Plans and Specifications Completed	Month 6	1/1/2019
Plans and Specifications Submitted for Approval (as required ¹)	Month 6	1/1/2019
Environmental Review Completed	Month 6	1/1/2019
Clearance of Pre-Construction Special Conditions	Month 8	3/1/2019
Wage Rate 10-Day Confirmation	Month 8	3/1/2019
Construction Contract Awarded & Executed	Month 9	4/1/2019
Construction - 50% TxCDBG project complete	Month 14	9/1/2019
Construction - 75% TxCDBG project complete	Month 17	12/1/2019
Construction - 90% TxCDBG project complete	Month 19	2/1/2020
Construction & Final Inspections Completed	Month 20	3/1/2020
End Date of Contract	Month 36	6/30/2021
Close-out documents submitted to Department (60 days after End Date)	Month 38	8/29/2021

⁽¹⁾ See TxCDBG Project Implementation Manual

EXHIBIT D
TEXAS CAPITAL FUND
SPECIAL CONDITIONS
CITY OF ELGIN

I. RELEASE OF CONTRACT FUNDS

A. ENGINEERING AND ADMINISTRATION. Funds for engineering and administrative services under this contract will not be released to Contractor by the Department until the following special conditions for release of funds are met. Contractor shall submit to the Department the following documentation.

NOTE: Consult your attorney when preparing the Contractor/Company agreement to ensure that proper assurances are instituted to protect the interests of the Contractor. The terms stated below do not constitute a written agreement and should not be used as a contract template.

1. A copy of an executed agreement between the Contractor and the Company, which shall include, at a minimum, the following terms and conditions:

- a. A condition requiring the Company to create and/or retain jobs as specified in Exhibit A;
- b. A condition requiring the Company to submit to the Contractor a copy of the Company's payroll as needed to satisfy Department requirements. Payrolls may be in electronic file format and must verify the number of persons employed at the Elgin, Texas, location and payroll information of any other Company facilities operating within a 50-mile radius of the Elgin, Texas, location. At a minimum, the payroll report(s) must provide the following employee information:
 - (i) the employee's full name,
 - (ii) unique employee identification number
 - (iii) the employee's gender and ethnicity, and
 - (iv) an indication of whether employee is full time or part time as defined in the current version of the TxCDBG Project Implementation Manual (for each part time job, employer must document total hours worked per week);
- c. A condition requiring the Company to submit to the Contractor the following, no later than the twentieth (20th) day of the second (2nd) month after the calendar quarter end:
 - (i) the Employee Certification Report,
 - (ii) the first page of the Texas Workforce Commission Employer's Quarterly Report, and
 - (iii) if the Company has more than one (1) location in Texas, a Quarterly Payroll Report;
- d. As specified in Exhibit A, the activities to be performed by the Contractor and the Company;
- e. A condition specifying that the Company shall be liable to the Contractor for an amount not to exceed the Department's maximum contractual obligation and requiring the Company to repay the Contractor for contract funds expended in the event the Company does not fulfill its contractual responsibilities;
- f. A condition that restricts the Company from transferring assets out of the Company without the Department's written consent except during the normal course of business (i.e., cash, fixed assets used in the production process, and accounts receivable) during the contract period;

- g. A condition requiring the Company to submit to the Contractor a certification that all state and federal taxes are currently paid or shall be paid within thirty (30) days after the contract commencement date and that all future taxes shall be paid when due. The Department or the Contractor may require at any time that the Company provide proof of payment of these taxes;
- h. A condition allowing the Contractor and the Department to have access and make on-site visits to the Company to assess or monitor the progress toward job creation, and requiring the Company to provide to local officials at the time of on-site visits information regarding job creation and any other information deemed necessary by the Contractor or the Department to administer the TCF contract and the agreement between the Company and the Contractor;
- i. Provisions requiring records to be kept and reports to be made regarding the documentation of LMI job creation and LMI percentages, LMI benefit and beneficiaries by race, ethnicity, gender and disability status in the same manner and to the same extent as the Department requires of the Contractor;
- j. A condition that restricts Company principals from reducing their proportionate Company ownership without prior written approval from the Contractor and the Department during the contract period;
- k. A condition requiring the Company to obtain any and all applicable permits or approvals required by any federal, state, or local entity or regulatory agency with jurisdiction;
- l. A condition requiring the Company to submit to the Contractor a certification that Company does not and will not knowingly employ any undocumented worker who is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in the United States. If, after receiving any public subsidy from Contractor, the Company is convicted of a violation under 8 U.S.C. 1324a(f), the Company shall repay the amount of the public subsidy with interest, at the rate and according to the other terms provided by an agreement under Subtitle F, Title 10 of the Texas Government Code Sec. 2264.053, not later than the 120th day after the date the public agency, state or local taxing jurisdiction, or economic development corporation notifies the Company of the violation;

2. A copy of the Company's starting payroll as described in Section I.A.1.b above if not submitted with application.

3. Other documentation required by the Department as specified in Chapter 2 of the current TxCDBG Project Implementation Manual.

B. CONSTRUCTION. Funds for construction activities under this contract will not be released to the Contractor by the Department until the following special conditions for release of funds are met. These special conditions must be satisfactorily completed no later than eighteen (18) months after the contract start date. In accordance with Section 6 of the contract, the Department shall terminate this contract eighteen (18) months after the commencement date specified in Section 2 if these special conditions are not met by such date. Contractor shall submit to the Department:

- 1. Documentation evidencing Contractor's completion of its responsibilities for environmental review and decision-making pertaining to the Project as required by Section 13 (Environmental Review) of this contract, and its compliance with NEPA and other provisions of law that further the purposes of NEPA, as specified in 24 CFR 58.5.
- 2. Bid tabulation sheets that set forth the Project's winning bid(s) for the "minimum necessary" contract funded activities or improvements specified in Exhibit A. The Contractor shall also provide documentation that lists all bid items that are related to the Project's "minimum necessary" contract funded activities specified in Exhibit A. Any alternate provisions of the winning bid addressing over-

sizing or activities or improvements, in addition to the “minimum necessary,” shall be separate from the basic bid for the minimum necessary activities or improvements since these additional goods or services are ineligible for payment with contract funds. The Contractor is responsible for the cost of any activities or improvements exceeding the “minimum necessary” and any cost overruns.

3. A copy of a certificate of insurance verifying flood insurance covering the Project Site or an original signed statement from the Contractor’s authorized signatory that indicates such property does not require flood insurance.
4. Certification that the Contractor and/or the Company, as applicable, has received all required pre-construction permits or approvals from the appropriate federal, state, or local entity or regulatory agency prior to beginning construction activities under this contract.
5. A copy of an executed loan agreement in the minimum amount of \$651,080 from First National Bank of Fort Smith (or other approved lender as applicable) to be utilized for this contract’s project.
6. Evidence of the start of building construction at the Project Site identified in Exhibit A, if applicable.
7. A ledger identifying all matching funds and cost overruns, including infrastructure greater than “minimum necessary” quantities and any other costs in excess of the grant funds described in Exhibit B, for construction activities with supporting documentation that includes copies of invoices and proof of payment.
8. Other documentation required by the Department as specified in Chapter 2 and Section D of the current TxCDBG Project Implementation Manual.
9. A copy of the portion(s) of the site plan which depicts the dimensions of the public infrastructure, easements, encroachments, ingress and egress including the location of the Company’s facility (ies), flatwork, driveways, and the connections to the public infrastructure, and which were used to award the construction contract(s) for the proposed infrastructure activities or improvements identified in Exhibit A. If not detailed in the site plan, the Contractor shall provide a plat identifying the names of the property owners adjacent to the public infrastructure improvements, including the name and location of any other business that could use the proposed infrastructure improvements.

II. PRIOR TO CONTRACT TERMINATION

The Contractor shall satisfy the following special conditions within the time provided or, if no time is provided, no later than sixty (60) days after the contract termination date. Failure to submit the following special condition documentation shall constitute noncompliance with this contract’s terms. Contractor shall submit to the Department:

1. A copy of the Company’s final payroll report as described in Section I.A.1(b) above and the TxCDBG Implementation Manual, which must report all employees working for Company prior to the execution date of the contract and all newly hired employees reported for job creation requirements.
2. A copy of the *Family Income/Size Certification* (Form D7) for each LMI employee, if applicable.
3. A copy of the Company’s certificate of hazard and liability insurance coverage for the Project Site within sixty (60) days of construction completion, but no later than sixty (60) days after the contract termination date. This coverage shall be equal to the building's replacement value.
4. A copy of the final Inspection Approval Letter from the Texas Department of Licensing and Regulation for the plans and specifications specified in Exhibit A.

5. A ledger identifying all cost overruns, matching funds, and other local funds described in Exhibit B with copies of invoices and proof of payment.

III. OTHER SPECIAL CONDITIONS

1. The Contractor shall notify the Department in writing of the date that the Company occupies the Project Site. Within 60 days of occupancy, the Contractor shall submit to the Department:
 - a. A copy of the Certificate of Occupancy issued by appropriate local authorities to the Company and a current payroll report for the Company. If a Certificate of Occupancy is not required or issued by local authorities, the Contractor shall submit a letter from the project engineer or other party approved by the Department in accordance with the TxCDBG Project Implementation Manual; and
 - b. A copy of the Company's payroll as described in Section I.A.1.b above, documenting employment as of the date of occupancy or other date approved by the Department.
2. As evidenced by the execution of this contract, Contractor understands and agrees that Contractor is responsible, in the event that the job creation and/or retention requirements are not met, for repaying the Department a pro-rated amount of the TCF contract amount. The Contractor will be ineligible to receive any TxCDBG funds, including new awards and funds under existing grant contracts, until the repayment is complete.
3. Project Mapping/Design Information and Copyright
 - a. The Contractor shall receive and maintain a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the Contractor. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the Contractor. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be received and maintained by Contractor in written form. The Contractor shall provide the Department upon request a copy of all the electronic files and other data received, including the original vector data, and all documentation in electronic format, on a CD or other media in a file format determined by the Department. If requested by the Department, the Contractor shall ensure that the CD copy of all the electronic files and other data provided to the Department are properly identified. Specifically, the CD label shall show the Contractor's name, the Department's assigned contract number, the contents of CD, the preparer's name, and the name of the software package(s) used to generate the maps on the CD.
 - b. Where activities supported by this contract produce copyrightable material, the Contractor shall not assert any rights at common law or in equity or establish any claim to statutory copyright in such material without the Department's prior written approval. The Department reserves a royalty-free, nonexclusive, and irrevocable license to copy, produce, publish, and use such material, and to authorize others to do so.
 - c. Provisions appropriate to effectuate the purposes of this subsection must be in all employment contracts, consultant contracts, including engineering consultant contracts, and other contracts or agreements in which funds received by the Contractor under this contract are involved.

EXHIBIT E

APPLICABLE LAWS AND REGULATIONS

Contractor shall comply with the HCD Act; laws and regulations specified in this contract; and with all other federal, state, and local laws and regulations insofar as they apply to the performance of this contract, including but not limited to the laws and regulations specified in this Exhibit.

I. LEAD-BASED PAINT

Any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to the Lead-Based Paint laws cited in 24 CFR 570.608, and implementing regulations at 24 CFR Part 35.

II. ENVIRONMENTAL LAW AND AUTHORITIES

- A. Council on Environmental Quality regulations contained in 40 CFR parts 1500 through 1508
- B. Historic Properties
 - National Historic Preservation Act of 1966, as amended (54 U.S.C. 300101 *et seq.*)
 - Executive Order 11593, Protection and Enhancement of the Cultural Environment
 - Federal historic preservation regulations at 36 CFR part 800
 - Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (54 U.S.C 312501-312508), as amended
- C. Floodplain management and wetland protection - Executive Order 11988, Floodplain Management; Executive Order 11990, Protection of Wetlands; and HUD regulations at 24 CFR part 55
- D. Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended
- E. Water systems
 - Safe Drinking Water Act of 1974 (42 U.S.C. 300f *et seq.*) as amended
 - Sole Source Aquifers (Environmental Protection Agency - 40 CFR part 149)
- F. Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended
- G. Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended
- H. Air quality
 - Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended
 - Determining Conformity of General Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency - 40 CFR parts 6, 51, and 93)
- I. Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*), and implementing regulations at 7 CFR part 658
- J. HUD environmental criteria and standards at 24 CFR part 51
- K. Executive Order 12898, Environmental Justice in Minority Populations and Low-Income Populations

III. ACQUISITION/RELOCATION

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 *et seq.*, and HUD regulations at 24 CFR Part 42 and 24 CFR 570.606

IV. FAITH-BASED ACTIVITIES

Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations, as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations, and HUD regulations at 24 CFR 570.200(j)

V. OTHER UNIFORM ADMINISTRATIVE REQUIREMENTS

- A. English Language - 2 CFR 200.111
- B. Mandatory Disclosures - 2 CFR 200.113

EXHIBIT F
CERTIFICATIONS

NOTE: Certain of these certifications and assurances may not be applicable to Contractor's project or program.

As the duly authorized representative of the CITY OF ELGIN, I certify that:

Affirmatively Further Fair Housing -- It will comply with the Fair Housing Act (42 U.S.C. 3601 *et seq.*), as amended, and HUD's implementing regulations at 24 CFR Part 100; and it will affirmatively further fair housing, as specified by the Department.

Anti-discrimination Laws -- It will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) and HUD's implementing regulations at 24 CFR Part 1; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and HUD's implementing regulations at 24 CFR Part 8; and the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), as amended, and HUD's implementing regulations at 24 CFR Part 146.

Anti-displacement and Relocation Plan -- It will minimize displacement of persons as a result of activities assisted with TxCDBG funds; it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR Part 24 and 24 CFR 42 Subpart A; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with TxCDBG funding.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraphs 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105 and the Department.

Environmental Review -- It will comply with environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 *et seq.*) and related Federal authorities prior to the commitment or expenditure of funds for property acquisition and physical development activities subject to implementing regulations at 24 CFR Parts 50 or 58.

Excessive Force -- It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Use of Funds (Special Assessments) -- It will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (A) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from other revenue sources; or (B) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the jurisdiction certifies that it lacks sufficient CDBG funds to comply with the requirements of subclause (A).

Compliance with Laws -- It will comply with applicable laws.

Signature/Authorized Official

Date

Title

These certifications are material representations of fact upon which the Department can rely when entering into and executing this contract. If it is later determined that CITY OF ELGIN knowingly made an erroneous certification, it may be subject to criminal prosecution. The Department may also terminate the award and take other available remedies.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN ECONOMIC DEVELOPMENT PROJECT AGREEMENT WITH ELGIN NH MANAGEMENT, LLC TO ESTABLISH EACH PARTY'S RESPONSIBILITIES UNDER THE TEXAS COMMUNITY DEVELOPMENT GRANT PROGRAM AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Economic Development

PROPOSED ACTION: Adopt the Resolution

BACKGROUND: This agreement establishes each party's responsibility regarding the documentation each party has to present to the Department of Agriculture in order to receive the grant. The City's main documentation will be the receipts for constructing the infrastructure. Elgin NH Management will show the Department of Agriculture the number of people they have hired along with the wages they are paying.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { } included { } not included in the current-year budget {X} N/A

RECOMMENDATION: Adopt the Resolution

ATTACHMENTS: Copy of the Agreement

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- {X} 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 CITY MANAGER TO EXECUTE AN ECONOMIC DEVELOPMENT PROJECT AGREEMENT WITH ELGIN NH MANAGEMENT, LLC TO ESTABLISH EACH PARTY'S RESPONSIBILITIES UNDER THE TEXAS COMMUNITY DEVELOPMENT GRANT PROGRAM AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, the City of Elgin is the recipient of a certain amount of funds from the Texas Community Development Grant, as administered by the Texas Department of Agriculture for the construction of certain infrastructure improvements in the City; and

WHEREAS, the City of Elgin has signed an agreement with the Texas Department of Agriculture governing the disbursement of said grant funds, and setting out certain reporting requirements which are obligations of the City; and

WHEREAS, the City of Elgin and ELGIN NH MANAGEMENT, LLC desire to enter into this Agreement in an effort to establish each party's responsibilities under the state program; and

WHEREAS, The Agreement attached hereto is entered into between Elgin NH Management, LLC and the City pursuant to Texas Government Code chapter 791 so that the City and Elgin NH Management, LLC can establish both party's responsibilities under the Texas Community Development Grant Program.

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 Manager is authorized to execute the ECONOMIC DEVELOPMENT PROJECT AGREEMENT BETWEEN THE CITY OF ELGIN AND ELGIN NH MANAGEMENT, LLC – CONTRACT NO. 7218012, 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 7th day of August 2018.

CHRIS CANNON, MAYOR
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

ECONOMIC DEVELOPMENT PROJECT AGREEMENT BETWEEN THE CITY OF ELGIN
AND ELGIN NH MANAGEMENT, LLC – Contract No. 7218012

WHEREAS, the City of Elgin is the recipient of a certain amount of funds from the Texas Community Development Grant, as administered by the Texas Department of Agriculture for the construction of certain infrastructure improvements in the City; and

WHEREAS, the City of Elgin has signed an agreement with the Texas Department of Agriculture governing the disbursement of said grant funds, and setting out certain reporting requirements which are obligations of the City; and

WHEREAS, the City of Elgin and ELGIN NH MANAGEMENT, LLC desire to enter into this Agreement in an effort to establish each party's responsibilities under the state program; and

NOW THEREFORE, for good and valuable consideration, the value and sufficiency of which is acknowledged by both parties. The parties agree as follows:

ARTICLE I.
PARTIES TO AGREEMENT

1.01 This ECONOMIC DEVELOPMENT PROJECT AGREEMENT ("Agreement") is entered into on this the _____ day of _____, 2018 ("**Date of Execution**"), by and between the City of Elgin, Texas (hereinafter referred to as "CITY") and ELGIN NH MANAGEMENT, LLC, acting under the laws of the State of Texas (hereinafter referred to as "COMPANY")

ARTICLE II
AGREEMENT PERIOD

2.01 Commencement date for this Agreement shall be fixed as _____, 2018 ("**Commencement Date**"), and the termination date shall be _____, 2021 (the "**Termination Date**") unless otherwise provided herein, and this Agreement shall be completed in accordance with the Texas Capital Fund Contract by and between the City and the Texas Department of Agriculture, said contract having been executed on _____, 2018, and said contract being attached as Exhibit 1 and incorporated herein by reference for all applicable purposes ("**TCF Contract**"). The time period between the Commencement Date and the Termination Date shall be referred to herein as the "**Contract Term**." No matching funds or reimbursable expenses may be expended or incurred prior to Date of Execution. Jobs created prior to the Date of Execution will not be counted toward job creation requirements set forth herein.

ARTICLE III
PURPOSE OF AGREEMENT

3.01 The purpose of this Agreement is to carry out an economic development project (hereinafter referred to as the "PROJECT") between the Texas Department of Agriculture (hereinafter referred to as "DEPARTMENT") and the CITY. Said PROJECT shall be carried out pursuant to the TCF

Contract referenced in Article II and attached as Exhibit 1, including Exhibits A, B, C, D, E and F of the TCF Contract which are referenced herein.

3.02 The PROJECT includes: Construction by the City of infrastructure improvements in the form of water and sanitary sewer improvements, as well as providing engineering and administrative services, with such infrastructure improvements and services being more specifically detailed in Article V herein.

ARTICLE IV. OBLIGATIONS OF THE COMPANY

The COMPANY shall perform the following obligations in accordance with the terms and conditions hereof, which such obligations shall support the performance of the obligations imposed on the CITY pursuant to the TCF Contract:

4.01 The COMPANY shall create a minimum of fifty (50) permanent new jobs prior to the Termination Date. Of such fifty (50) total jobs, fifty-one percent (51%) or twenty-six (26) jobs total shall be held by low and moderate-income (LMI) persons as that term is defined in the most recent version of the TxCDBG Project Implementation Manual and any amendments thereto. In the event that more than fifty (50) permanent jobs are created hereunder, the Company shall ensure that at least fifty-one percent (51%) of the total jobs are held by LMI persons.

4.02 To establish a beginning benchmark for verifying the number of jobs created, the COMPANY shall submit to the CITY within ten (10) business days after the Commencement Date a copy of its payroll indicating the number of persons employed at the current Elgin, Texas location (the “**Elgin Facility**”). If no employees are present at the site, a letter on COMPANY letterhead stating such is acceptable. Any employees transferring from another Company location or related business operation shall be identified and may not be considered as a created permanent job. At a minimum, the payroll report shall provide the following information for all employees: full name of the employee, the employee identification number, the employee’s gender and ethnicity, and status of employee as either full-time or part time as defined in the most recent version of the TxCDBG Project Implementation Manual (for each part time job, employer must document total hours worked per week). To establish an ending benchmark for verifying the number of jobs created and retained during the Contract Term, the COMPANY shall submit to the CITY within ten (10) business days of the Termination Date a copy of its ending payroll report in the identical format described herein, and submission of same shall be with the close-out of the TCF Contract. These closeout documents will document the number of permanent jobs created and identify the LMI persons.

4.03 During the Contract Term, the COMPANY shall maintain records and make quarterly reports to the CITY in form, content, and number to satisfy the requirements of Paragraphs 4.01, 4.02, and 4.03 herein. Such records and reports shall document LMI benefit and beneficiaries by race, ethnicity, gender, and handicap status as is made available to the COMPANY by their employees, in the same manner and to the same extent as the DEPARTMENT requires of the CITY. The COMPANY shall submit to the CITY all such reports no later than the 20th day of the second month after the end of each calendar quarter of the Contract Term. Additionally, the COMPANY shall submit to the CITY a copy of the Texas Workforce Commission (TWC) Report and Employee Certification Report no

later than the 20th day of the second month after the end of each calendar quarter of the Contract Term

4.04 The COMPANY shall be liable to the CITY in an amount not to exceed \$250,000.00, and the COMPANY shall be required to repay the CITY for contract funds expended (in an amount not to exceed \$250,000.00) in the event the COMPANY does not fulfill its responsibilities under this Agreement.

4.05 During the Contract Term, assets are restricted from being transferred out of the COMPANY (except during the normal course of business, i.e. cash, fixed assets used in the production process, and accounts receivable) without the express written consent of the DEPARTMENT.

4.06 The COMPANY hereby certifies that all federal taxes and taxes originating in Texas from or attributable to the Elgin Facility are currently paid or will be paid within thirty (30) days of the Date of Execution and all future taxes shall be paid when due. The COMPANY shall provide proof of payment of these taxes to the CITY within thirty (30) days after the Commencement Date. The DEPARTMENT or the CITY may require at any time that the COMPANY provide proof of payment of these taxes.

4.07 The COMPANY shall permit the CITY to have reasonable access and make on-site inspections at the Elgin Facility on a quarterly basis to assess/monitor the progress toward the required job creation. At the time of such on-site visits, the COMPANY shall provide to the CITY local officials or representatives regarding job creation and any other information deemed necessary by the CITY and the DEPARTMENT to administer the TCF Contract and this Agreement. The City shall not unreasonably disturb the Company's (or its Tenants') operations at the Elgin Facility during said inspections.

4.08 The COMPANY shall maintain records and reports regarding documentation of LMI benefit and beneficiaries by race, ethnicity, gender, and handicap status to the same extent as the DEPARTMENT requires of the CITY. The CITY shall insure that it maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms with 2 CFR 200.300-.309; 24 CFR 570.490 and 570.506; and 2 CFR 200.333; and this Agreement. The CITY may be required to meet record retention requirements greater than those specified in this section until audit issues are resolved to the DEPARTMENT's satisfaction, the requirements of 24 CFR 570.487 and 570.488 are met. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The CITY shall retain such records, and any supporting documentation, for the greater of three years from the Termination Date or the period required by other applicable laws and regulations.

4.10 The COMPANY shall provide the CITY within ten (10) business days of the Commencement Date with a copy of the COMPANY'S starting payroll verifying the number of persons employed.

4.12 Within ten (10) business days of the Termination Date, the COMPANY shall submit to the CITY a copy of the COMPANY'S ending payroll verifying the number of persons employed at the Elgin Facility.

4.13 The COMPANY shall provide the CITY a copy of a compiled Balance Sheet and Income Statement on the COMPANY or an audited Balance Sheet and audited Income Statement on the COMPANY when requested by the CITY in writing (but in no event more frequently than one time per quarter) during the Contract Term.

4.14 The COMPANY shall provide the CITY with a copy of a certificate of hazard and liability insurance coverage for the COMPANY’S real estate improvements located on the project site within sixty (60) days of completion of construction, but no later than thirty (30) days prior to Termination Date. This coverage shall be equal to the building’s replacement value.

4.15 The COMPANY shall certify that it does not and will not knowingly employ any undocumented worker who is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in the United States. If, after receiving any public subsidy from the CITY, the COMPANY is convicted of a violation under 8 U.S.C. 1324a(f), the COMPANY shall repay the amount of the public subsidy (in an amount not to exceed \$250,000.00) with interest, at the rate and according to the other terms provided by an agreement under Subtitle F, Title 10 of the Texas Government Code, Section 2264.053, not later than the 120th day after the public agency, state or local taxing jurisdiction, or economic development corporation notifies the COMPANY of the violation.

4.16 The COMPANY shall ensure that all acquisition of needed real property, easements, and/or rights-of-way is in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Sec. 4601 et seq.) and HUD implementing regulations (49CFR Part 24).

4.17 The COMPANY shall provide to the CITY a copy of a “Certificate of Insurance” verifying flood insurance covering the project site if applicable.

ARTICLE V. OBLIGATIONS OF THE CITY

The CITY shall comply with the following obligations:

5.01 The CITY shall expend the sum of One Million and No/100 Dollars (\$1,000,000.00) of Texas Department of Agriculture contract funds to provide for the following infrastructure (“**Infrastructure Improvements**”):

Water Improvements

Construction shall consist of the installation of approximately four thousand four hundred linear feet (4,400 l.f.) of twelve inch (12”) water line, with bore steel encasement, valves, fittings, trench safety, fire hydrant, and necessary appurtenances.

<u>ON</u>	<u>FROM</u>	<u>TO</u>
Roy Rivers Road	Existing Water Line on Highway 290	Proposed Site

Sewer Improvements

Construction shall consist of the installation of approximately two thousand five hundred linear feet (2,500 l.f.) of eight-inch (8") sewer line, eighteen inch (18") steel casing, manholes, trench protection, and necessary appurtenances.

<u>ON</u>	<u>FROM</u>	<u>TO</u>
Roy Rivers Road	Existing Water Line on Highway 290	Proposed Site

5.01.02 ENGINEERING ACTIVITIES: The CITY shall ensure that the amount of DEPARTMENT funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services does not exceed the amount specified for engineering in the budget.

5.01.03 ADMINISTRATION ACTIVITIES: The CITY shall ensure that the amount of DEPARTMENT funds expended for eligible project-related administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for administration in the budget.

5.02 The CITY shall expend a minimum of Nine Hundred Forty Thousand and No/100 Dollars (\$940,000.00) for the Infrastructure Improvements.

5.03 The CITY shall submit detailed documentation delineating and verifying Infrastructure Improvements in the amount of Nine Hundred Forty Thousand and No/100 Dollars (\$940,000.00). These must be provided within ninety (90) days of expenditure of funds, but no later than thirty (30) days prior to the Termination Date. Documentation shall include but not be limited to invoices, receipts, and cancelled checks.

5.04 The CITY shall submit a ledger with supporting documentation to include copies of invoices and proof of payment (i.e. paid receipts, cancelled checks, wire transfer receipts) documenting match expenditures in the minimum amount of One Million, Fifty Thousand and No/100 Dollars (\$1,050,000.00) for infrastructure improvements and the cost of building construction within sixty (60) days of expenditure of funds, but no later than thirty (30) days prior to the Termination Date.

5.06 The CITY shall ensure that all acquisition of needed real property, easements and/or rights-of-way for the Project are in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Sec. 4601 et seq.) and HUD implementing regulations (49 CFR Part 24).

ARTICLE VI. RECITATION BY CITY OF ITS CONTRACTUAL OBLIGATIONS TO THE DEPARTMENT

The CITY hereby recites that it has contractually agreed to do or provide the following:

6.01 The CITY shall submit to the DEPARTMENT a completed Depository/Authorized Signatories Form, as specified by the DEPARTMENT, and a copy of the resolution authorizing the signatories from the CITY.

6.02 The CITY shall submit to the DEPARTMENT a copy of the contract between the CITY and the procured Administrator of this TCF Contract and this Agreement.

6.03 The CITY shall provide to the DEPARTMENT the bid tabulation sheets that set forth this project's winning bid(s) for the "minimum necessary" contract funded activities or improvements specified in Exhibit A. Any alternate provisions of the winning bid addressing over-sizing activities or improvements, in addition to the "minimum necessary," shall be separate from the basic bid for the "minimum necessary" activities or improvements since these additional goods or services are ineligible for payment with contract funds. The CITY is responsible for the cost of any activities or improvements exceeding the "minimum necessary" and any cost overruns.

6.04 The CITY shall provide the DEPARTMENT with a copy of the CITY's Excessive Force Policy as specified in Exhibit F, "Certifications," of the TCF Contract.

6.05 The CITY shall provide the DEPARTMENT with a copy of the CITY's Section 3 Policy Plan, Form A1002 as specified in the current version of the TxCDBG Project Implementation Manual.

6.06 The CITY shall provide the DEPARTMENT with a copy of the CITY's 504 Self Evaluation Review Form and documentation of compliance as specified in the current version of the TxCDBG Project Implementation Manual.

6.07 The CITY shall provide the DEPARTMENT a copy of the contract between the CITY and the procured architect/engineer that shall include the retainage language specified in the TCF Contract.

6.08 The CITY shall provide the DEPARTMENT a copy of the contract between the CITY and the COMPANY, with a completed and signed Contractor/Company Contract Agreement Certification. Each Contractor/Company Contract Agreement shall detail, at a minimum, the following terms, and conditions for each respective company, including the following:

6.08.01 The COMPANY shall create a minimum of fifty (50) permanent new jobs prior to the Termination Date. Of such fifty (50) jobs, twenty six (26) of the same representing fifty-one percent (51%) of the total number of jobs shall be held by "low and moderate income persons" as that term is defined in the most recent version of the TxCDBG Project Implementation Manual and any amendments thereto. In the event that more than fifty (50) permanent jobs are created hereunder, the COMPANY shall ensure that at least fifty-one percent 51% of the total jobs created are held by low and moderate income persons.

6.08.02 to establish a beginning benchmark for verifying the number of jobs created and retained, the COMPANY shall submit to the CITY a copy of the COMPANY'S starting payroll indicating the number of persons employed at the Elgin Facility. At a minimum, the payroll report shall provide the following information for all employees:

- The employee's full name,
- The employee's identification number,
- The employee's gender and ethnicity, and
- An indication of whether the employee is full time or part time as defined in the current version of the TxCDBG Project Implementation Manual (for each part time job, the employer must document the total hours worked per week).

To establish an ending benchmark for verifying the number of jobs created and retained during the contract term, the COMPANY shall submit to the CITY a copy of its ending payroll report in the identical format described herein, and submission of the same shall be with the closeout documents to document the number of permanent jobs created and retained and identify the LMI persons. Any employee transferring from another company location or related business operation must be identified and may not be considered as a created job.

6.08.03 During the Contract Term, the COMPANY shall maintain records and make quarterly reports to the CITY in the form, content, and number to satisfy the requirements of Paragraphs 4.01, 4.02, and 4.03 herein. Such records and reports shall document LMI benefit and beneficiaries by race, ethnicity, gender, and handicap status as is made available to the CITY by their employees, in the same manner and to the same extent as the DEPARTMENT requires of the CITY. The COMPANY shall submit to the CITY all such reports no later than the 20th day of the second month after the end of each calendar quarter of the Contract Term.

6.08.04 The CITY shall submit to the DEPARTMENT detailed documentation of infrastructure improvements and building construction in the amount of Two Million One Thousand, Two Hundred, and No/100 Dollars (\$2,001,200.00). Documentation shall include but not be limited to invoices, receipts, and cancelled checks, which document the CITY's matching expenditures to the DEPARTMENT's satisfaction.

6.08.05 The COMPANY shall be liable to the CITY in an amount not to exceed \$250,000 of the DEPARTMENT's maximum obligation under the Texas Department of Agriculture contract, and the COMPANY shall be required to repay the CITY for contract funds expended not to exceed \$250,000 in the event that the COMPANY does not fulfill its responsibilities under this Agreement.

6.08.06 During the Contract Term, the COMPANY is hereby restricted from transferring assets out of the COMPANY (except during the normal course of business, i.e. cash, fixed assets used in the production process, and accounts receivable) without the express written consent of the DEPARTMENT.

6.08.07 The COMPANY shall submit to the CITY a certification that all federal taxes and taxes from or attributable to the Elgin Facility are currently paid or shall be paid within thirty (30) days of the Date of Execution and all future taxes shall be paid when due. The DEPARTMENT or the CITY may require at any time that the COMPANY provide proof of payment of these taxes.

6.08.08 The CITY and DEPARTMENT shall have access and make quarterly on-site visits at the Elgin Facility to the COMPANY to assess or monitor the progress toward job creation and requiring the COMPANY to provide local officials at the time of the on-site visits information regarding job

creation and any other information deemed necessary by the CITY and the DEPARTMENT to administer the TCF contract and the Agreement between the COMPANY and the CITY. The City shall not unreasonably disturb the Company's (or its Tenants') operations at the Elgin Facility during said inspections.

6.08.09 The COMPANY shall maintain records and reports regarding documentation of LMI benefits and beneficiaries by race, ethnicity, gender, and handicap status in the same extent as the DEPARTMENT requires of the CITY. The CITY shall insure that it maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 2 CFR 570.490 and 570.506, and 3 CFR 200.333, and this Agreement. The CITY may be required to meet record retention requirements greater than those specified in this section until audit issues are resolved to the DEPARTMENT's satisfaction and the requirements of 24 CFR 570.487 and 570.488 are met. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

6.09 The CITY shall provide the DEPARTMENT within ten (10) business days of the Commencement Date with a copy of the COMPANY's starting payroll verifying the number of persons employed as described in Exhibit A, Project Objectives and Exhibit D, Special Conditions.

6.10 The CITY shall provide the DEPARTMENT with documentation of an acceptable activity to affirmatively further fair housing as specified in the current version of the TxCDBG Project Implementation Manual.

6.11 The CITY shall not advertise or solicit bids for constructions or rehabilitation of a project assisted with contract funds until the DEPARTMENT has received the required labor standards documentation specified in the TxCDBG Project Implementation Manual.

6.12 The CITY shall provide the DEPARTMENT with a copy of a "Certificate of Insurance" verifying flood insurance covering the project site or an original signed statement from the CITY's authorized signatory that indicates such property does not require flood insurance.

6.13 The CITY shall provide the DEPARTMENT with a copy of the portion(s) of the site plan which depict the dimensions of the public infrastructure, easements, encroachments, ingress and egress including the location of the COMPANY's facilities, flatwork, driveways, and the connections to the public infrastructure, and which were used to award the construction contract (2) for the proposed infrastructure activities or improvements identified in the Performance Statement. If not detailed on the site plan, the CITY shall provide a plat identifying the names of the property owners adjacent to the public infrastructure improvements, including the name and location of any other business that could use the proposed infrastructure improvements.

6.14 The CITY shall provide to the DEPARTMENT evidence of the start of building construction on the COMPANY's site as specified in the Performance Statement.

6.15 The CITY shall provide documentation to the DEPARTMENT that the plans and specifications for its water and sewer system activities/improvements have been reviewed and when applicable, approved by the Texas Commission on Environmental Quality (TCEQ) prior to construction. These documents shall be sent to the TCEQ, Water Quality Division, Wastewater Permitting Section, MC-148, P.O. Box 13087, Austin, Texas 78711-3087, and shall be identified as activities being financed through TxCDBG. This Special Condition is applicable only to contract funds budgeted for sewer system activities/improvements.

6.16 At any time during the contract, upon request of the DEPARTMENT, and prior to the termination of the contract, the CITY shall submit to the DEPARTMENT a copy of the COMPANY's ending payroll, which may be in electronic file format, verifying the number of persons employed as described in the TCF Contract.

6.17 Upon completion of construction, the CITY shall provide a copy of the site plan as built, or record drawings, for the completed public infrastructure activities or improvements specified in the Performance Statement within sixty (60) days of completion of construction, but no later than thirty (30) days prior to Date of Termination. Such plans shall depict the dimensions of the public infrastructure, easements, encroachments, ingress and egress, including location of the COMPANY's facilities, flatwork, driveways and the public infrastructure connections.

6.18 The CITY shall provide to the DEPARTMENT evidence of the start of construction on the COMPANY's project site as specified in the Performance Statement.

6.19 The CITY shall ensure that it has obtained any and all applicable permits or approvals required by any federal, state or local entity or regulatory agency with jurisdiction.

6.20 The CITY shall certify that it does not and will not knowingly employ any undocumented worker who is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in the United States. If, after receiving any public subsidy from the CITY, the COMPANY is convicted of a violation under 8 U.S.C. 1324A(f), the COMPANY shall repay the amount for the public subsidy with interest, at the rate and according to the other terms provided by an agreement under Subtitle F, Title 10 of the Texas Government Code, Section 2264.053, not later than the 120th day after the date the public agency, state or local taxing jurisdiction, or economic development corporation notifies the COMPANY of the violation.

ARTICLE VII. MONITORING

7.01 The CITY shall have the right to make, at a minimum, quarterly on-site visits to the COMPANY and the COMPANY's project site to assess/monitor the COMPANY's compliance with the terms of this Agreement, including reasonable access to records regarding hiring practices related to jobs created, and pursuant to the terms of this Agreement. After each monitoring visit, the CITY shall provide the COMPANY with a written report of the monitoring findings. In the event that the CITY notes deficiencies in the COMPANY's performance under this Agreement, then the monitoring report shall include requirements for the timely correction of such deficiencies by the COMPANY.

Failure by the COMPANY to take action specified in the monitoring report may be cause for this contract's suspension or termination.

ARTICLE VIII.
WAIVER OF RIGHTS AND REMEDIES

8.01 No waiver by either party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

8.02 It is expressly understood and agreed by and between the parties hereto that waiver of any right or remedy provided under this Agreement shall not preclude the exercise of any right or remedy under this Agreement or any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right.

ARTICLE IX.
ASSIGNMENT

9.01 This Agreement shall not be assignable by the COMPANY without prior express written consent of the CITY. In the event of an assignment by the COMPANY to which the CITY has consented, then and in that event the assigned or its legal representative shall be bound to agree in writing with the CITY to personally assume, perform, and be bound by all covenants, obligations, and agreements contained herein.

ARTICLE X.
SUCCESSORS AND ASSIGNS

10.01 Subject to Article IX herein regarding assignment, this Agreement shall be binding on the successors and assigns of the respective parties.

ARTICLE XI.
ENTIRE AGREEMENT

11.01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding.

11.02 If any conflict exists between this Agreement and the TCF Contract, then and in that event the TCF Contract shall govern.

ARTICLE XII.
CHANGES AND AMENDMENTS

12.01 Except as specifically provided otherwise in this Agreement, any alteration, addition or deletion to its terms shall be by amendment hereto in writing and shall be executed by both parties to the Agreement and the DEPARTMENT.

12.02 Any alteration, addition or deletion to the terms of this Agreement that are required by changes in federal or state law or regulations, including specifically those set forth in the various sections and exhibits to the TCF Contract, are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

ARTICLE XIII. NON-PERFORMANCE

13.01 Subject to the limitations set forth in Section 4.04 of their Agreement, in the event that the COMPANY should default in any of its obligations or covenants imposed by this Agreement, then and in that event the COMPANY shall be liable to the CITY, in addition to any other damages suffered by the CITY by virtue of such default, for reimbursement of any and all monies, which the CITY shall be obligated to reimburse to the DEPARTMENT or any other agency as a result of such default by the COMPANY.

13.02 As the CITY has already entered into the TCF Contract attached as Exhibit 1, the City is committed to fulfilling the obligations and covenants imposed by the TCF Contract and reiterated by this Agreement and has expended considerable resources towards the fulfillment of those obligations and covenants prior to the execution of this Agreement. The CITY acknowledges that the COMPANY will incur significant expense in reliance on the CITY's timely performance of its obligations hereunder and the COMPANY would not incur such expenses without the CITY's obligations hereunder.

ARTICLE XIV. TERMINATION

14.01 Either of the parties to this Agreement shall have the right to terminate this Agreement, in whole or in part, provided that both parties agree in writing to the conditions of such termination.

14.02 Notwithstanding anything herein to the contrary, upon completion of the obligations of COMPANY and CITY hereunder, this Agreement shall terminate and be of no further force or effect except those duties, covenants, and obligations hereunder which expressly survive the expiration or termination of the Agreement.

ARTICLE XV. INDEMNIFICATION

15.01 The COMPANY shall comply with the requirements of all applicable laws, rules and regulations, and shall indemnify and hold harmless the CITY, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, expenses of litigation, court costs, and attorney fees, for injury to or death of any person, or for damage to any property arising

out of or in connection with work done by the COMPANY under this Agreement unless attributable to the negligence or willful misconduct of the CITY, its officers, agents, and employees.

ARTICLE XVI.
RELEASE

16.01 The Company assumes full responsibility for the work to be performed hereunder by the Company, and hereby releases, relinquishes and discharges the CITY, its officers, agents and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death, of any person (whether that be a third person, contractor, or employee of either of the parties hereto) and any loss of or damage to property (whether the same be that of either of the parties hereto or of third parties) caused by or alleged to have been caused by, arising out of, or in connection with the COMPANY's work to be performed hereunder whether or not said claims, demands and causes of action in whole or in part are covered by insurance unless attributable to the negligence or willful misconduct of the CITY, its officers, agents and employees.

ARTICLE XVII.
VENUE

17.01 This Agreement 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 Elgin, Texas.

ARTICLE XVIII.
ATTORNEY'S FEES

18.01 In the event that any action of law or inequity is necessary to enforce or interpret the terms of this Agreement, then and in that event, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

ARTICLE XIX.
NOTICE

19.01 Notice shall be mailed to the addresses designated hereunder, or as may be designated in writing by the parties from time to time, and shall be deemed received when sent postage-prepaid U.S. mail to the following:

CITY: City of Elgin
 Attn: Thomas Mattis, City Manager
 310 N. Main Street
 Elgin, TX 78621

COMPANY: ELGIN NH MANAGEMENT, LLC
 Attn: Rick Griffin, Manager
 610 Towson Avenue

Fort Smith, AR 72902

WITH COPY TO: Metcalfe Wolff Stuart & Williams, LLP
Attn: Talley J. Williams
221 W. 6th Street, Suite 1300
Austin, TX 78701

IN WITNESS HEREOF, this Agreement is executed on this the _____ day of _____, 2018.

ELGIN NH MANAGEMENT, LLC

By: _____

Name: Rick Griffin, Manager

Witness _____

ATTEST: CITY OF ELGIN, TEXAS

By: _____

Thomas Mattis, City Manager
City of Elgin

Witness _____

CONTRACTOR/COMPANY CONTRACT AGREEMENT CERTIFICATION D1

Cross Reference (Page# & Clause#)	Special Condition Clause #	Brief Description
P. 2, Clause 4.01 P. 7, Clause 6.08.01	1.a.	Job Creation
P. 2, Clause 4.02 P. 4, Clause 4.10 P. 7, Clause 6.08.02	1.b.	Company Payroll Report
P. 2, Clause 4.03 P. 7, Clause 6.08.03	1.c.	Employee Certification Report (ECR)
P. 5, Clause 5.01	1.d.	Contract Performance Activities (Construction Activities)
P. 3, Clause 4.04 P. 7, Clause 6.08.05	1.e.	Company Liability
P. 3, Clause 4.05 P. 8, Clause 6.08.06	1.f.	Transfer of Assets
P. 3, Clause 4.06 P. 8, Clause 6.08.07	1.g.	Taxes
P. 3, Clause 4.07 P. 8, Clause 6.08.08	1.h	Quarterly Visit Accessibility
P. 2, Clause 4.01 P. 3, Clause 4.08 P. 8, Clause 6.08.09	1.i.	LMI Records and Reports
P. 3, Clause 4.05	1.j.	Ownership
P. 9, Clause 6.15 P. 9, Clause 6.19	1.k.	Permits and Approvals
P. 4, Clause 4.15 P. 9, Clause 6.20	1.l.	Undocumented Workers
Not Applicable	1.m. (i-vi)	Real Estate Lease Agreement
Not Applicable	1.n. (i-iv)	Private Infrastructure Repayment

I hereby certify that the above listed requirements have been included in the Agreement between the City of Elgin and ELGIN NH MANAGEMENT, LLC

Thomas Mattis, City Manager
City of Elgin

Date

ATTACHMENT

EXHIBIT 1

**AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF AGRICULTURE
AND
THE CITY OF ELGIN
CONTRACT NO. 7217xxx
FOR TEXAS CAPITAL FUND: INFRASTRUCTURE
INCLUDING EXHIBITS A-F THERETO**



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 Department

PROPOSED ACTION: Discussion and approval of the Resolution authorizing the Interlocal Contract with the Capital Area Emergency Communications District for PSAP Maintenance, Equipment, and training.

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 {x} included { } not included in the current-year budget { } N/A

RECOMMENDATION: Approval of the Resolution authorizing the Interlocal Contract.

ATTACHMENTS: Resolution and Interlocal Contract

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- {X} 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 7th day of August 2018.

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

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. For purposes of carrying out CAECD's duties and obligations under this agreement the parties understand and agree that references to CAECD includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG), and their representatives, individually, officially, and collectively.

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 (RBUC) is required, operate in accordance with all rules and procedures, and within the allocated space in the RBUC 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. Hold harmless CAECD from and against any and all claims, liens, proceedings, actions or causes of action, other than claims based wholly on the negligence of, fault of, or breach of contract by CAECD and shall name CAECD (including those representatives and agents listed in section 1.3 above) as additional insured under the City's general liability insurance policy or membership agreement in any governmental risk pool or other similar entity with a duty to provide a defense, and which is provided by policy or membership agreement so that CAECD (including those representatives and agents listed in section 1.3 above) may seek coverage upon demand by CAECD (including those representatives and agents listed in section 1.3 above), in the event of a covered claim;
- 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 CAECD 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 CJS 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 per fiscal year 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 initial effective date of this contract and within 30 calendar days after the start of each fiscal year for which this contract is renewed, 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 has received payment for expenditures under this contract that are in violation of APPLICABLE LAW or POLICY described in Section 6, Public Agency agrees to repay CAECD for those payments 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 refund the payment 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 payment from Public Agency's future entitlement to payment under this or future Interlocal contracts between the parties for PSAP maintenance, equipment upgrade, and training.
 - B. Before the 60-day payment period expires, Public Agency may appeal in writing to CAECD its determination that Public Agency refund the payment, explaining why it believes the determination is incorrect, or Public Agency may request CAECD in writing to extend the 60-day payment 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 parties understand and agree that the appeal authorized by Section 3.3.B is the only mechanism for challenging CAECD's determination under Section 3.3. that Public

Agency refund the payment. 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, 2018 and shall continue for a period of two years, unless sooner terminated under Section 10. Thereafter, this contract shall automatically renew each year on October 1 until a Party provides written notice of termination to the other Party no less than sixty days prior to the end of the current term.

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, including any purchases or reimbursement requests made hereunder. 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 Public Agency subcontracting of duties, 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 or entity from participating in Public Agency's duties under this contract, unlawfully deny 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 non-breaching party may terminate the contract or 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 made 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 termination of this contract either under Section 4 or 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 promptly appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall promptly 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.
- 11.6 A party's participation in or the results of any mediation or other non-binding dispute resolution process under this section or the provisions of this section shall not be construed as a waiver by a party of: (1) any rights, privileges, defenses, remedies or immunities available to a party; (2) a party's termination rights; or (3) other termination provisions or expirations dates of this Interlocal contract.
- 11.7 Nothing shall prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve a dispute under these procedures have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.

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 for all disputes hereunder 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.
 - A valid Combined Transportation Emergency Communications Center (CTECC) keycard may also be used for entry to the RBUC.
 - B. All individuals while in the RBUC must display keycards in plain view.
 - C. CAPCOG 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. Reply emails will provide details of the process to the individuals.

- CTECC Law Enforcement may send an email notice to rbucaccess@capcog.org letting CAPCOG know a person has been cleared for CTECC and BUC access. The email must include the CTECC Access Card Number for each individual needing access.
- 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 and date the PSAP roster acknowledging that every listed employee has completed a CJIS Security Awareness Training as of a specified date and a current, 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 as of a specified date and a current, 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 and CJIS Security Awareness Training.

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 09-13-2017

Revised 05-15-2018



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Adjourn into Executive Session pursuant to (1) Section §551.072 Deliberations about Real Property: to receive a staff briefing and deliberate the purchase, exchange, lease, or value of certain real property located on Highway 290 and (2) Section § 551.087 Deliberation Regarding Economic Development Negotiations: to deliberate the offer of a financial or other incentive to a business prospect

DEPARTMENT: City Manager

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 {X}
N/A

RECOMMENDATION:

Consider information presented by staff and/or the City Attorney in Executive Session; and direction to staff, if any, as appropriate.

ATTACHMENTS:

None.

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- {X} 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