



AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, AUGUST 6, 2019
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 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.

VI. PRESENTATION

1. Quarterly Financial Report - Third Fiscal Year 2018-19

Documents:

[QUARTERLY INVESTMENT REPORT.PDF](#)

2. Presentation Bastrop County Recognized As Film Hospitality Capital Of Texas

Documents:

[EXECUTIVESUMMARYFILMHOSPITALITY.PDF](#)
[FILM HOSPITALITY RESOLUTION.PDF](#)

VII. CITY MANAGERS REPORT

1. General Activity Report And/Or Project Update

Documents:

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

2. Departmental Monthly Reports - June

Documents:

[EXSUMMARY SUMMARY REPORTS - JUNE.PDF](#)
[7-10-2019 COMMUNITY DEVELOPMENT.PDF](#)
[LIBRARY REPORT - JUNE 2019.PDF](#)
[MAIN STREET 7-10-2019_.PDF](#)
[MONTHLY REPORT - WATER.PDF](#)
[OCA REPORT JUNE 2019.PDF](#)
[PARKS REPORT JUNE - 2019.DOCX](#)
[POLICE MONTHLY REPORT - JUNE 2019.PDF](#)
[PW JUNE 2019 REPORT.PDF](#)
[UTILITY BILLING JUNE 2019.PDF](#)

VIII. 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. 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, AUGUST 31, 2019 AND SUNDAY SEPTEMBER 1, 2019, AND ALLOW THE MUSIC TO EXTEND UNTIL 10:00 PM ON SUNDAY, SEPTEMBER 1ST.

Documents:

[EX SUMMARY SCRED HEART.PDF](#)
[SACRED HEART LETTER.PDF](#)

2. City Council Meeting Minutes - July 2, 2019.

Documents:

[EXSUMMARY SHEET MINUTES JULY 2.PDF](#)
[CITY COUNCIL MINUTES 7-2-19.PDF](#)

IX. NEW BUSINESS

1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, APPROVING A DEVELOPMENT AND CONSENT AGREEMENT WITH CLAYTON PROPERTIES GROUP, INC. DBA BROHN HOMES AND ALTESSA MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO

Documents:

[EX SUMMARY - ALTESSA DA.PDF](#)
[RESOALTESSADA819.PDF](#)
[ALTESSA DEVELOPMENT AND CONSENT AGREEMENT FINAL719.PDF](#)

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, CONSENTING TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT TO BE KNOWN AS ALTESSA MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO

Documents:

[EX SUMMARY - ALTESSA MUD CONSENT.PDF](#)
[RESOALTESSAMUD CREATION819.PDF](#)

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A TERMINATION OF ANNEXATION DEVELOPMENT AGREEMENTS WITH THE CLAYTON PROPERTIES GROUP, INC. DBA BROHN HOMES AND MAKING CERTAIN FINDINGS RELATED THERETO

Documents:

[EX SUMMARY - ALTESSA TERMINATE DAS.PDF](#)
[RESOALTESSATERMDA819.PDF](#)
[ALTESSA TERMINATION OF ANNEXATION DEVELOPMENT AGREEMENTS 819.PDF](#)

4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS ADOPTING A PUBLIC ART PLAN FOR DOWNTOWN ELGIN AND MAKING CERTAIN FINDINGS RELATED THERETO.

Documents:

[EXECUTIVESUMMARYRESPUBLIC ART PLAN.PDF](#)
[RESPUBLICARTPLAN.PDF](#)
[05_01_19 ELGIN MS DESIGN_ PUBLIC ART PLAN \(002\).PDF](#)

5. Resolution Supporting City Of Elgin Application To The Texas Department Of Transportation's 2019 Transportation Alternatives Set-Aside (TASA) / Safe Routes To School-Infrastructure (SRTS) Call For Projects

Documents:

[EXECUTIVESUMMARYRESSRTSGRANT.PDF](#)
[RESOLUTION SRTS GRANT.PDF](#)
[20190729 OVERALL EXISTING AND PROPOSED -11 X 17.PDF](#)
[20190729 SOUTH SITE ELGIN PROPOSED SIDEWALKS MAP - 8 X 11.PDF](#)
[20190729 NORTH SITE ELGIN PROPOSED SIDEWALKS MAP - 8 X 11.PDF](#)

6. RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING THE EXPENDITURE OF \$490,000 MORE OR LESS BY THE ELGIN ECONOMIC DEVELOPMENT CORPORATION FOR THE PARTIAL PAYMENT TO PURCHASE PROPERTY LOCATED AT 228 LITTIG ROAD, ELGIN, TEXAS, BASTROP CENTRAL APPRAISAL DISTRICT PARCEL ID R47326

Documents:

[EXSUMMARY EDC.PDF](#)
[RESOLUTION RE EDC EXPENDITURE BURNETT PROPERTY.PDF](#)

7. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO AWARD THE 18-INCH RAW WATER TRANSMISSION LINE -PHASE II PROJECT TO THE ATLAS CONSTRUCTION CORPORATION OF GRANITE SHOALS, TEXAS; AND MAKING CERTAIN FINDINGS RELATED THERETO

Documents:

[EX SUMMARY - WATER TRANSMISSION LINE.PDF](#)
[RESAUTH WATERTRANSLINE819.PDF](#)
[TRC BID AWARD RECOMMENDATION - ELGIN 18IN RWTL PH II.PDF](#)

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE AN AGREEMENT WITH SHERIDAN ENVIRONMENTAL, LLC TO PROVIDE SLUDGE HAULING SERVICES FOR A TERM OF THREE YEARS AND; TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.

Documents:

9. A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING AND ADOPTING THE 2019 FIVE-YEAR CAPITAL IMPROVEMENT PLAN, A REPORT ON ANTICIPATED CAPITAL EXPENDITURES AND PROJECTS FOR ALL MUNICIPAL OPERATIONS FROM OCTOBER 2019 THROUGH SEPTEMBER 2024; AND PROVIDING FOR RELATED MATTERS

Documents:

EXSUMMARY - 5YRCP .PDF
RESO5YRCP819.PDF

10. Presentation Of The Proposed FY2019-20 City Of Elgin Annual Operating Budget

Documents:

EXSUMMARY - BUDGET PRESENTATION.PDF

X. 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.

XI. RECONVENE

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

XII. ANNOUNCEMENTS

XIII. 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 Friday, August 2, 2019, in accordance with Chapter 551 of the Texas Government Code.

Amelia Sanchez, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Quarterly Financial Report – Third Fiscal Year Quarter 2018-19

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.

The report accompanying this Executive Summary Satisfies this PFIA requirement for the first fiscal year quarter ending June 30th, 2019.

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 – Third Fiscal Year Quarter 2018-19

- { } 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 2018-19

OPERATING ACCOUNTS -

Page 1 of 2

Financial Institution

Prosperity Bank

<u>Financial Institution</u>		<u>Ending</u>	<u>Total Deposits /</u>	<u>Total</u>	<u>Ending</u>
<u>Fund</u>	<u>Account Name</u>	<u>4/1/2019</u>	<u>(Withdrawals)</u>	<u>Interest</u>	<u>6/30/2019</u>
99	Clearing Account	67,150.01	(67,150.56)	0.55	0.00
03	General Fund Debt Service	55,420.45	(55,420.91)	0.46	0.00
11	Community Impact Fees-Water	90,699.87	(90,700.62)	0.75	0.00
12	Community Impact Fees-Sewer	30,910.83	(30,911.08)	0.25	0.00
	Sub-total	244,181.16	(244,183.17)	2.01	0.00

First National Bank

<u>Fund</u>	<u>Account Name</u>	<u>4/1/2019</u>	<u>(Withdrawals)</u>	<u>Interest</u>	<u>6/30/2019</u>
99	Main Checking	2,626,922.43	1,533,949.19	21,037.47	4,181,909.09
001	Police Seizure Chapter 59	3,847.65	-	25.82	3,873.47
072	General - ATS Clearing	1,080,017.50	(508,916.33)	4,682.19	575,783.36
002	USDA Rural Dev	1.00	-	0.01	1.01
001	Money Market General Operations	176.56	-	1.19	177.75
001	Court Security	32,976.79	(33,050.23)	73.44	0.00
001	Court Technology	6,537.65	(6,552.21)	14.56	0.00
002	Community Impact Fees-Water	107,472.26	(107,711.61)	239.35	0.00
002	Community Impact Fees-Sewer	61,428.90	(61,565.71)	136.81	0.00
003	General Fund Debt Service	5,901.88	(5,915.02)	13.14	0.00
	Sub-toal	3,925,282.62	810,238.08	26,223.98	4,761,744.68
	TOTAL - DEPOSITS	4,169,463.78	566,054.91	26,225.99	4,761,744.68

CAPITAL IMPROVEMENT FUNDS

Page 2 of 2

Financial Institution	Fund	Account Name	Ending 4/1/2019	Total Deposits / (Withdrawals)	Total Interest	Ending 6/30/2019	WAM*
Logic		CO Series 2015- Proceeds	1,538,588.80	(774,521.46)	5,622.92	769,690.26	2.00
		CO Series 2016 - Proceeds	1,317,611.56	2,949,518.39	26,501.03	4,293,630.98	2.00
		CO Series 2019A - Proceeds	4,064,611.60	(183,050.00)	25,478.70	3,907,040.30	
		CO Series 2019B(TIRZ) Proceeds	5,688,664.72	(3,997,100.46)	18,626.25	1,710,190.51	
		Sub-total	12,609,476.68	(2,005,153.53)	76,228.90	10,680,552.05	2.00
		TOTAL - INVESTMENTS	12,609,476.68	(2,005,153.53)	76,228.90	10,680,552.05	
		TOTAL - DEPOSITS AND INVESTMENTS	16,778,940.46	(1,439,098.62)	102,454.89	15,442,296.73	

* Weighted Average to Maturity (WAM)

Signature

Charles L. Cunningham
Director of Finance



Elgin City Council Meeting Agenda Item Executive Summary

ITEM:

DEPARTMENT: Community Development

PROPOSED ACTION: PRESENTATION BASTROP COUNTY RECOGNIZED AS FILM HOSPITALITY CAPITAL OF TEXAS.

BACKGROUND: The State Legislature recognized Bastrop County as the Film Hospitality of Texas in recognition of the film friendly policies of local communities like Elgin, the number of residents and businesses who participate in films of all sizes and durations, noting that the county – and Elgin are home to New Republic Studios, a full service production company encompassing sound stages, animation studios, and other state of the art facilities. Complete state resolution is attached.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Short presentation from Adena Lewis, Bastrop County Economic Development Director

ATTACHMENTS:

Resolution attached.

{ } 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.



The State of Texas House of Representatives

H.C.R. No. 131

HOUSE CONCURRENT RESOLUTION

WHEREAS, For decades, residents of Bastrop County have opened their homes, businesses, and properties to film productions of all durations and sizes, forming friendly relations with industry professionals and watching with pride as local communities come to life on television and motion picture screens; and

WHEREAS, The leadership of Bastrop County and the cities of Bastrop, Elgin, and Smithville have adopted film-friendly policies to ensure that projects operate smoothly, with minimal inconvenience to residents and businesses; chambers of commerce, private citizens, local agencies, and school districts actively support film production and make their homes and facilities available to filmmakers, understanding the economic impact these projects have on their communities; moreover, local film commissions provide workshops promoting dialogue between production companies and residents; and

WHEREAS, Bastrop County is home to New Republic Studios, a full service production company encompassing sound stages, animation studios, and other state-of-the-art facilities; and

WHEREAS, Many residents of Bastrop County proudly support themselves and their families through work on film projects; among the professionals who call the county home are writers, directors, location scouts, actors, accountants, caterers, carpenters, electricians, and other skilled workers; and

WHEREAS, Each year, Bastrop County and its local communities welcome thousands of visitors who are following self-guided sightseeing trails established by the Texas Film Commission; among the stops on these tours are such famous locations as the family home in *Hope Floats* and the *Bernie* courtroom; and

WHEREAS, Bastrop County residents have spent countless hours as volunteers supporting films made in their communities; the county has hosted hundreds of productions, from Academy Award-nominated feature films such as *The Tree of Life* to fan favorites that include *Transformers: Age of Extinction* and *My All-American*; celebrities have received a warm welcome here, from Julia Roberts, Jack Black, and Troy Aikman, who have strolled Bastrop's Main Street, to Brad Pitt and Jessica Chastain, who have enjoyed the ambiance of Smithville, to the Clydesdales, who have paraded through downtown Elgin; and

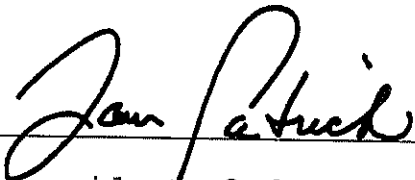
WHEREAS, Film production companies enjoy the friendly people, diverse settings, and ample resources of Bastrop County, and the county is indeed worthy of recognition for its contributions to the film industry in the Lone Star State; now, therefore, be it

RESOLVED, That the 86th Legislature of the State of Texas hereby designate Bastrop County as the official Film Hospitality Capital of Texas; and, be it further

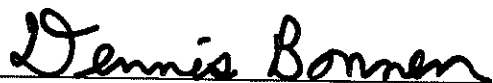
H.C.R. No. 131

RESOLVED, That, in accordance with the provisions of Section 391.003(e), Government Code, this designation remain in effect until the 10th anniversary of the date this resolution is finally passed by the legislature.

Cyrer

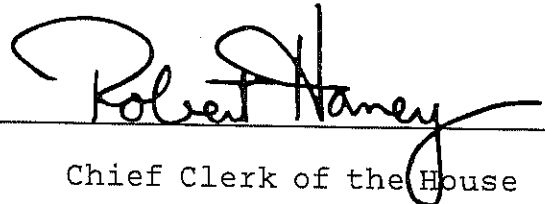


President of the Senate



Speaker of the House

I certify that H.C.R. No. 131 was adopted by the House on May 7, 2019, by the following vote: Yeas 145, Nays 0, 3 present, not voting.



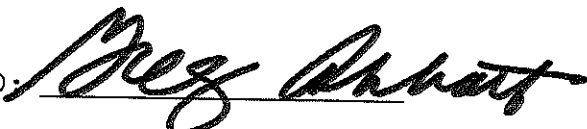
Chief Clerk of the House

I certify that H.C.R. No. 131 was adopted by the Senate on May 15, 2019, by the following vote: Yeas 31, Nays 0.

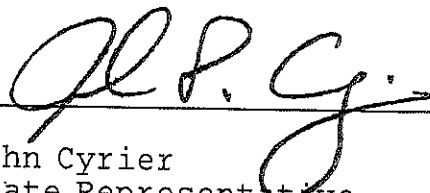


Secretary of the Senate

APPROVED:



Governor



John Cyrier
State Representative
District 17



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: 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, Municipal Court, Main Street, Parks and Rec, Police Department, Mainstreet, Public Works, Utility Billing, and Library 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 10, 2019
RE: Community Development Department Report June 2019

The following projects were nominated for the Texas Downtown Association President's awards by the Main Street Board: Downtowner of the Year – Allan Tolbert, Best Commercial Interior - Double R Hat House, Best Promotional Event – Sip Shop & Stroll, Best Downtown Partner - Battle on Main Street, Spirit of Downtown - The Downtown Elgin Public Art Plan. The Historic Review Board reviewed and approved a mural for 116 Depot Street and a photography mural for 28 North Main Street. The HRB reviewed façade paint applications for 109 North Main Street, 18 North Main Street, and 112 – 116 First Street, and a sign for 111 North Main Street, Eats N Treats Bakery. All were approved as compliant with the Historic District ordinance. The Juneteenth Festival and the 50th Western Days Festival brought lots of people to town and to downtown. The Design team for the Main Street board held an event with Sip Shop & Stroll called Imagine a Mural – which included projecting possible mural images on the wall at 116 Depot Street. About 30 people attended and shared a lot of enthusiasm for the murals by William Montgomery and for public art in general downtown. The Design team and Main Street worked to meet with city council members, individuals and groups to discuss the proposed public art plan.

Projects

- Safe Routes to School / TAP Grant application for South Main Street and Booker T Washington elementary School area and the north Main Street Lexington to 11th street area.
- Working with overall redesign of website. Revising and updating department section of the website.
- Lighting cost estimate for replacing lights on top of buildings downtown.
- Hogeye Festival planning – electrical, car show, logistics team, coordination with VFW for beer, soda water ice sales,
- Working on Shared Use parking agreements.
- Capital Metro Green Line with Jacob Calhoun.
- Bastrop County Cares with St David's Foundation
- 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.
- City of Elgin E-News
- Social Media: Facebook - visitelgintx, Instagram – visitelgintx

Boards & Committees, Seminars

Google Business class

CAMPO TAC , Advisory Committee
Regional Arterials study Steering committee for CAMPO
MOKAN sub regional arterials study committee for CAMPO
Main Street Board
Historic Review Board
Promotion Tourism Committee
Design Committee
Business Retention Recruitment Committee
District Advisory Committee EISD
School Health Advisory Committee
Clean Air Coalition Advisory Committee meeting

Upcoming Events

Chalk It Up Sidewalk chalk art contest and lighted bicycle parade July 3 (Parks & Recreation)
Dine In Elgin Mid July – to August
Sip Shop and Stroll July 11

Elgin Main Street Program

VISION STATEMENT: We envision a revitalized and active historic downtown destination with warm hearted friendly people and vital businesses, where ethnic and cultural diversity are celebrated.

MISSION STATEMENT: We will enhance downtown vibrancy through historic preservation and mixed use and pedestrian friendly development, by strategically implementing the National Main Street Four Point Approach of: Design, Organization, Promotion and Economic Restructuring

CORE VALUES (if you have done this): Through a strong belief that historic preservation of our irreplaceable cultural resources in the historic downtown district is vital to the revitalization and economic success of our community, we are committed to supporting responsible repurposing of historic structures and new construction that supports mixed use development through partnerships and a persistent effort to support community focused development and promotions.

Library Report for Elgin City Council June 2019

Circulation was down 17% and the collection is up slightly, 157 items, from the previous June.

Friends of the Elgin Library meet on June 12. They are doing their membership drive. Friends are planning two Literary Events: Local author Easy Jackson will speak on August 11th about her Western [A Bad Place To Die](#). Phillip Lancaster and Allison Moore will have a multi-media performance of “Riders on the Orphan Train” on Sunday, September 8th. Staff is working on a Humanities Texas grant to fund Riders on the Orphan Train.

Library Advisory Board called meeting on June 13 did not have a quorum. It will meet September 12th for a regular meeting.

Jaimie Hicks and Heather Fowler completed the TSLAC Special Projects grant for adult programming. The program will allow us to provide parents and adults with the necessary tools to inspire a love of reading in children who are at a high risk of growing up with low literacy skills.

The Summer Reading Program “A Universe Of Stories” is going strong with the Civic Center at capacity the first day. There has been very little attendance at the young adult summer reading program or TAG (Teen Advisory Group).

Technology: The new computers with upgraded operating systems put into the network have improved workflow tremendously. The little blue circle going around is mostly a thing of the past. Wi-fi use is up 82% over June 2018.

Volunteer hours are up 42% from the previous June.

Library Report for June 2019

Categories	Units	June '18	June '19	Fiscal YTD '18	Fiscal YTD '19
Total Circulation		8,788	7,456	67,374	58,660
+ or - Same month previous year	Percent		-17%		
Additions					
Interlibrary Loans	Each	13	9	137	203
New Patrons	Each	126	102	744	632
Collection					
Items Added	Each	255	212	1,993	2,276
Items Withdrawn	Each	151	204	2,910	3,742
Total Collection	Each	36,781	36,938	36,781	36,938
General Statistics					
Gate Count	Each	5,140	4,333	29,645	34,647
Hours Open	Hours	168	166	1,465	1,470
Library Tours	Each	0	5	1	230
Program Visitors	Each	1,032	668	3,304	3,225
Public Computer Use	Hours	491	642	3,993	4,993
Patrons using computers	Each	710	376	5,601	3,313
Wifi Patron Use		502	915	4,116	8,242
Volunteer Hours	Each	128	182	1,190	4,820
Receipts					
		\$1,646	\$9,758	\$22,590	\$21,577
Civic Center Use					
City	Each	5	3	89	40
Library	Each	34	34	196	209
Public Rental	Each	6	3	32	41
Other - not for profit	Each	5	8	32	51
Total Civic Center Use		50	48	349	341



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 this electronic version and email to mainstreet-reports@thc.texas.gov

CITY: _____Elgin_____

MONTH/YEAR: ____June 2019_____

DATE SUBMITTED: ____7-10-2019_____

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

Meeting Dates:	Update on projects or activities
June 21 , 2019	The board approved the following nominations for Texas Downtown Association Presidents Awards: Best Commercial Interior - Double R hat house, Best Promotional Event – Sip Shop & Stroll, Best Downtown Partner - Battle on Main Street, Spirt of Downtown - The Downtown Elgin Public Art Plan, Downtowner of the Year – Allan Tolbert. These statewide awards offer an opportunity to recognize outstanding projects, businesses, rehabilitations, investors and supporters for downtown. Board approved the Hogeys Festival and Main Street program budgets. Board reviewed and approved two mural projects recommended by the Design committee.

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

Meeting Dates:	Update on projects or activities
June 26, 2019	Completed two surveys for the Historic Preservation Strategic plan to be launched in July. community survey for those involved in historic preservation and a survey for general community. Working with Watson; s and Cyrier's offices to organize a program recognizing Modern Dry Cleaners Texas Treasures award .

PROMOTION:

Meeting Dates:	
June 7, 2019	Great participation in the– Red white and Blue and summer fun window display contest for June. Winners were: Elgin Body and Shine, Tattered Shutter and The Owl. Juneteenth Festival June 7-8 was well attended with a parade and at Veterans Memorial Park. The 50 th Anniversary of Western Days June 18-22 had great attendance and lots of class reunions. Parade brought a lot of attendees to downtown.

Email to: Mainstreet-reports@thc.texas.gov

	Parks Dept hosting Chalk It UP and the Push Pedal Pull Peoples parade on July 3 at Veterans Memorial park downtown to include a lighted bicycle parade.
June 26	Hogeye Festival – general planning continues – Sponsorship drive launches in July, Fire Wild Catering and roasting a pig, VFW and possible partnership with new Circle Brew brewery that’s locating in Elgin, Old Iron farm equipment display, Pearls Before Swine Art Show, kid’s activity vendors, carnival, television promotion options.

DESIGN:

Meeting Dates:	Update on projects or activities
June, 2019	Held multiple meetings in July to share the Public Art Plan with city council, before its formal presentation July 2. Mural art Public Art pop up with Sip Shop and Stroll had over 30 attendees and a broad consensus in favor of murals, great support for a William Montgomery mural on the wall of 116 Depot Street. Committee is also working on a photography based mural with Melissa Ladd property owner at 28 North Main Street.

ECONOMIC VITALITY/DOWNTOWN ECONOMIC DEVELOPMENT:

Meeting Dates:	Update on projects or activities
June 7, 2019	Started reviewing downtown business surveys. Determined award nominations for TDA – and committee members volunteered to help write those nominations. Planned Dine Elgin for mid-July to mid-August – looking for new graphic design for this year, revised list of restaurants, and planned for starting promotions in July. Planning for new teacher and staff promotion and welcome bags with the Chamber for August 2.

1. Program Commentary (*list critical issues, problems, and successes/completed projects of the past month*):
2. Outlook. Goals and challenges; plans for upcoming major projects such as public improvements etc.:

Email to: Mainstreet-reports@thc.texas.gov

3. Suggestions for Texas Main Street Center *(list suggestions on services or training topics; new resources; questions)*:
4. Main Street in the News. *We would love to spotlight your upcoming events in our Main Street Matters e-newsletter, please email Mainstreet-reports@thc.texas.gov with the information. We ask that you do not send in events that have already taken place, send in future events for as many months as possible.*

July 3 Chalk It Up Sidewalk chalk art contest and lighted bicycle parade (Parks & Recreation)

Sip Shop and Stroll July 11

Mid July – to August Dine In Elgin

Sip Shop and Stroll August 8 with school supply drive theme

Elgin Main Street

VISION STATEMENT: We envision a revitalized and active historic downtown destination with warm hearted friendly people and vital businesses, where ethnic and cultural diversity are celebrated.

MISSION STATEMENT: We will enhance downtown vibrancy through historic preservation and mixed use and pedestrian friendly development, by strategically implementing the National Main Street Four Point Approach of: Design, Organization, Promotion and Economic Restructuring

CORE VALUES (if you have done this): Through a strong belief that historic preservation of our irreplaceable cultural resources in the historic downtown district is vital to the revitalization and economic success of our community, we are committed to supporting responsible repurposing of historic structures and new construction that supports mixed use development through partnerships and a persistent effort to support community focused development and promotions.

Email to: Mainstreet-reports@thc.texas.gov

Monthly Reports June 2019

Department 023 Water Treatment

Well # 10	0 Gallons
Well # 16	8,089,000 Gallons
Well # 14	9.482,000 Gallons
Well # 15	15.614,000 Gallons
Water loss due to leaks or flushing	100,000 Gallons
Total Water Pumped	33,445,000 Gallons

Chemicals Used

Chlorine	1176 Pounds
Sequest	150 Gallons

Distribution Samples

Bacteriological Samples Taken	11
Average Chlorine Residual	1.72 mg/l
Violations	0

Department 024 Distribution

Line Repairs/New installations

Main Line Breaks	2
Service Line Breaks	2
Miscellaneous Repairs/Complaint Calls	15
New Connections/Taps	0
Installation of New Water Main	0

Department 026 Wastewater

Collections

Backups

Main Lines	3
Service Lines	8
After Hours Call-Outs	5

Line Repairs/New Installations

Curb Side Cleanout Caps Replaced	4
Curb Side Cleanouts Installed	1
Main Line Repairs	0
New Main Line Installed	0
New Taps Installed	1
Lines TV'd	3
Manholes Installed/Repaired	0

Lift Station Maintenance/Repairs

Hour Meter Reads/Daily Site Checks	10 Daily
Pumps Pulled	0
Pumps Installed	0
Pumps De-rated	2
Motors Pulled	0
Motors Installed	0
Electrical Issues (Repair/Replace Parts)	1
Floats Cleaned/Replaced	2
Grass/Weed Maintenance	9
After Hours Call Outs	2

Wastewater Treatment Plant**Maintenance/Repairs**

Pumps Pulled	1
Pumps Installed	1
Motors Pulled	0
Motors Installed	0
Control System/Electrical Repairs	1
Cleaned Wet Well Floats	1
Miscellaneous Repairs	10
After Hours Call-Outs	5

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	488,100 Gallons
Maximum Daily Flow	1,085,600 Gallons
Average Daily Flow	602,300 Gallons
Total Monthly Flow	18,671,000 Gallons

Effluent DO (Dissolved Oxygen) Average	6.77
Effluent Chlorine Residual Average	1.72 mg/l
Effluent pH Average	7.5
Total Phosphorus Average	0.633
CBOD (Carbonaceous Biochemical Oxygen Demand) Average	2.7
TSS (Total Suspended Solids) Average	3.12
Ammonia/Nitrates Average	0.367

Remarks :

OFFICE OF COURT ADMINISTRATION

TEXAS JUDICIAL COUNCIL



OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month June

Year 2019

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 19, 2019

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 2019

	Traffic Misdemeanors			Non-Traffic Misdemeanors		
	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
1. Total Cases Pending First of Month:	13,255	18	0	0	2,575	32
a. Active Cases	10,051	18	0	0	1,415	17
b. Inactive Cases	3,204	0	0	0	1,160	15
2. New Cases Filed	299	9	0	0	66	1
3. Cases Reactivated	25	0	0	0	14	0
4. All Other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket	10,375	27	0	0	1,495	18
6. Dispositions Prior to Court Appearance or Trial						
a. Uncontested Dispositions	163	3	0	0	21	1
b. Dismissed by Prosecution	8	0	0	0	2	0
7. Dispositions at Trial:						
a: Convictions						
1) Guilty Plea or Nolo Contendere	11	0	0	0	10	5
2) By the Court	0	0	0	0	0	0
3) By the Jury	0	0	0	0	0	0
b: Acquittals:						
1) By the Court	0	0	0	0	0	0
2) By the Jury	0	0	0	0	0	0
c. Dismissed by Prosecution	0	0	0	0	0	0
8. Compliance Dismissals:						
a: After Driver Safety Course	20					
b: After Deferred Disposition	4	0	0	0	0	0
c: After Teen Court	0	0	0	0	0	0
d: After Tobacco Awareness Course					0	
e: After Treatment for Chemical Dependency				0	0	
f: After Proof of Financial Responsibility	3					
g: All Other Transportation Code Dismissals	0	0	0	0	0	0
9. All Other Dispositions	12	0	0	0	1	0
10. Total Cases Disposed	221	3	0	0	34	6
11. Cases Placed On Inactive Status	76	0	0	0	26	0
12. Total Cases Pending End of Month:	13,333	24	0	0	2,607	27
a: Active Cases	10,078	24	0	0	1,435	12
b: Inactive Cases	3,255	0	0	0	1,172	15
13. Show Cause Hearings Held	20	0	0	0	15	6
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 2019	
1. Transportation Code Cases Filed	5
2. Non-Driving Alcoholic Beverage Code Cases Filed	2
3. Driving Under the Influence of Alcohol Cases Filed	0
4. Drug Paraphernalia Cases Filed	0
5. Tobacco Cases Filed	0
6. Failure to Attend School Cases Filed	0
7. Education Code (Except Failure to Attend) Cases Filed	0
8. Violation of Local Daytime Curfew Ordinance Cases Filed	1
9. All Other Non-Traffic Fine-Only Filed	4
10. Transfer to Juvenile Court: a. Mandatory Transfer	0
b. Discretionary Transfer	0
11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct)	0
12. Held in Contempt by Criminal Court (Fined and/or Denied Driving Privileges)	0
13. Juvenile Statement Magistrate Warning: a. Warnings Administered	0
b. Statements Certified	0
14. Detention Hearings Held	0
15. Orders for Non-Secure Custody Issued	0
16. Parent Contributing to Nonattendance Cases Filed	0

ADDITIONAL ACTIVITY

Court CITY OF ELGIN	Number Given	Number Requests For Counsel
Month June Year 2019		
1. Magistrate Warnings:	32	
a. Class C Misdemeanors		
b. Class A and B Misdemeanors		4
c. Felonies	8	5
		TOTAL
2. Arrest Warrants Issued:		102
a. Class C Misdemeanors		
b. Class A and B Misdemeanors		1
c. Felonies		2
3. Capiases Pro Fine Issued		20
4. Search Warrants Issued		0
5. Warrants for Fire, Health and Code Inspections Filed		0
6. Examining Trials Conducted		0
7. Emergency Mental Health Hearings Held		0
8. Magistrate's Orders for Emergency Protection Issued		0
9. Magistrate's Orders for Ignition Interlock Device Issued		0
10. All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond		0
11. Driver's License Denial, Revocation or Suspension Hearings Held		0
12. Disposition of Stolen Property Hearings Held		0
13. Peace Bond Hearings Held		0
14. Cases in Which Fine and Court Costs Satisfied by Community Service:		0
a. Partial Satisfaction		
b. Full Satisfaction		4
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit		10
16. Cases in Which Fine and Court Costs Waived for Indigency		0
17. Amount of Fines and Court Costs Waived for Indigency		\$0.00
18. Fines, Court Costs and Other Amounts Collected:		\$25,594.79
a. Kept by City		
b. Remitted to State		\$15,633.54
c. Total		\$41,228.33

Michael Gonzalez
Parks and Recreation Director
mgonzalez@ci.elgin.tx.us 512-285-6434



June 2019 Parks Report- Michael

This time of year we are seeing considerable use in the parks, between festivals, special events, birthday parties and graduation Celebrations its not uncommon to see all our facilities booked at the same time. While this use is great for the parks department our responsibility is to manage these efficiently and provide a cost recovery strategy for each of our facilities. The challenge that we are facing is balancing these heavy uses with maintenance, cleaning and repairs for the next users. The more uses we have the more pressure is put on our staff to keep and clean well-run facilities. Our plan for this is to keep ahead of the chaos by planning before hand on who renting and what their needs are. At least a week in advance a list of rentals is sent out to the staff and preparations are made for the upcoming rentals. The preparation and communication among staff have made these high levels of rentals manageable and proves to give a better experience to the customer. In our effort to connect people with recreational opportunities we see their experience in one of our facilities or one of our parks as the best way we can help make that impact. We continue to strive to make sure we have that vision in everything we do. I would say that it is the strength of our team that allows us to continue to serve the community. Hard working folks committed to this vision is what you will find listed in their monthly descriptions below.

Elizabeth Marzec – Program Manager

In June the Parks Department hosted our final two movies in our Movies in the Park series, Zootopia and Minions, a staple of our Summer programming. We also introduced our Boardwalk Bash, a Teen Council event that allowed teens to snack and spend time together, playing a variety of games provided by Debora Marzec, or making up their own with the supplies provided.

The pool has been busy nearly all day every day with a combination of programming, rentals and public swim. Lap Swim having a dedicated time 3 mornings a week has increased in popularity bringing in 12 or more people each morning, and Water Aerobics has averaged at least 30 people per class, sometimes with numbers reaching over 60 people in the pool. Water Aerobics has been a challenging program as it is taught by volunteer lifeguards who chose to lead Water Aerobics, rather than a professional instructor, which many participants have become accustomed to at Senior Aerobics at the Rec. At the beginning of the season our lifeguards undergo training to become American Red Cross lifeguards as well as additional training on how to teach swim lessons, lead water aerobics, keep the pool clean and act as supervisors. Over the last month the lifeguards leading Water Aerobics and Swim Lessons have added to their resource binders to include additional work outs for reference and more games for children to play. This year we have raised the safety standard and quality of programs at Morris Memorial Pool, and while there has been some push back from members of the community wanting things to be “as they’ve always been”, overall we have been successful in creating a safe, enjoyable environment with reliable programming for all ages.

Kayla Trantham- Admin Assistant III.

below is a list of ongoing tasks that I have been working in to keep the department running internally. Its typical to process several thousand dollars of expenditures per month for items essential for the parks department to execute their tasks.

- Continue to keep receipts/budget spreadsheet up to date. (Daily)
- Completed monthly rental update (Monthly)
- Made schedules for Front Desk staff (Weekly)
- Processed check requests for deposits (Weekly)
- Weekly reservations list (Weekly)
- Scanned Documents (Daily/Weekly)
- Assisted in training new lifeguards & cashiers for pool

Joseph Williams-Parks Superintendent

In the month of June we had two events which were Juneteenth and Western Days. Juneteenth was held at Veterans Park early in the month and the event itself went well with no issues. A few weeks later we had Western Days at Memorial Park with everything going off without any major problems. Both were a first for some of the grounds crew but a good learning experience for all.

Goals for July 2019

- Plan and facilitate July chalk it up and July 3rd events
- Develop maintenance schedule for the Swimming pool
- Train staff for the Central Texas Lifeguard Competition.

Facility and Park Activity Summary	Number of uses June 2019		
	April	May	June
Park/ Pavilion Rental	12	11	9
Ball Field Rental	54	48	31
Fleming Community Center/ Rec Center rentals	33	43	37
Monthly Rec Memberships	159	206	224
Yearly Rec Membership	19	36	18
Pool Entries	NA	334	2,246
Deposits	\$13,074.50	\$18,533.25	\$22,116.80

Elgin Police Department

June – 2019

Monthly Report

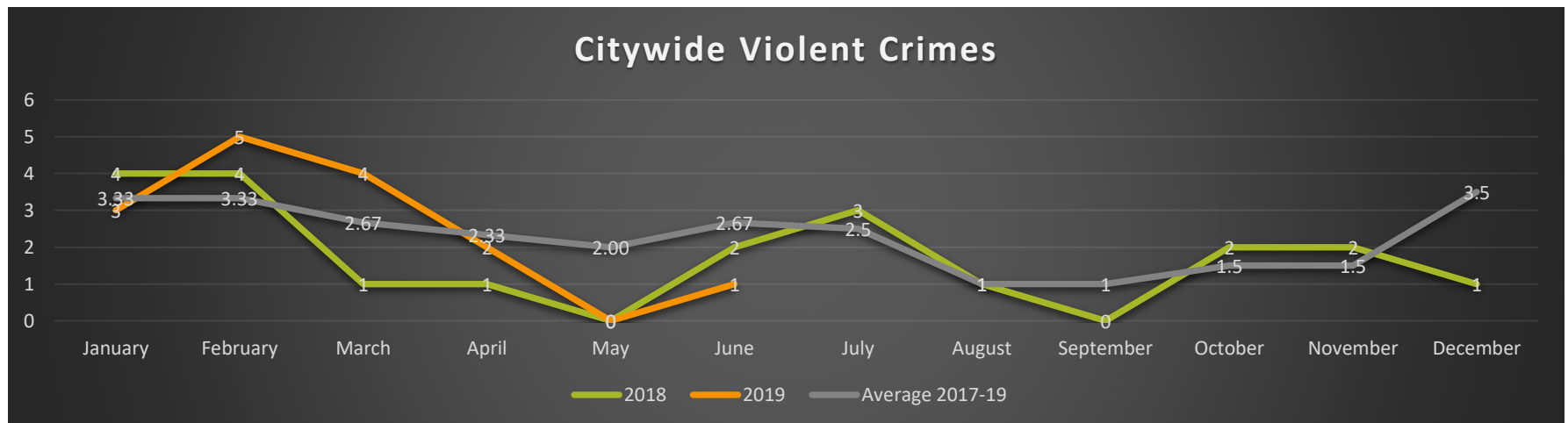


Elgin Police Department

Citywide Monthly Crime Reports - June 2019

Violent Crime

Offense Category	MTD	MTD LM	MTD %	MTD LY	MTD % LY	YTD	YTD LY	YTD % LY	CR YTD	CR YTD%
Homicide	0	0	nc	1	-100%	0	1	-100%	0	0%
Rape/Sexual Assault	0	0	nc	0	nc	6	1	500%	4	67%
Business Robbery	0	0	nc	0	nc	2	2	nc	2	100%
Individual Robbery	0	0	nc	1	-100%	3	1	200%	3	100%
Agg Assault - No FV	1	0	100%	0	nc	3	2	50%	3	100%
Agg Assault - FV	0	0	nc	0	nc	1	5	-400%	1	100%
Total	1	0	100%	2	-50%	15	12	25%	13	87%



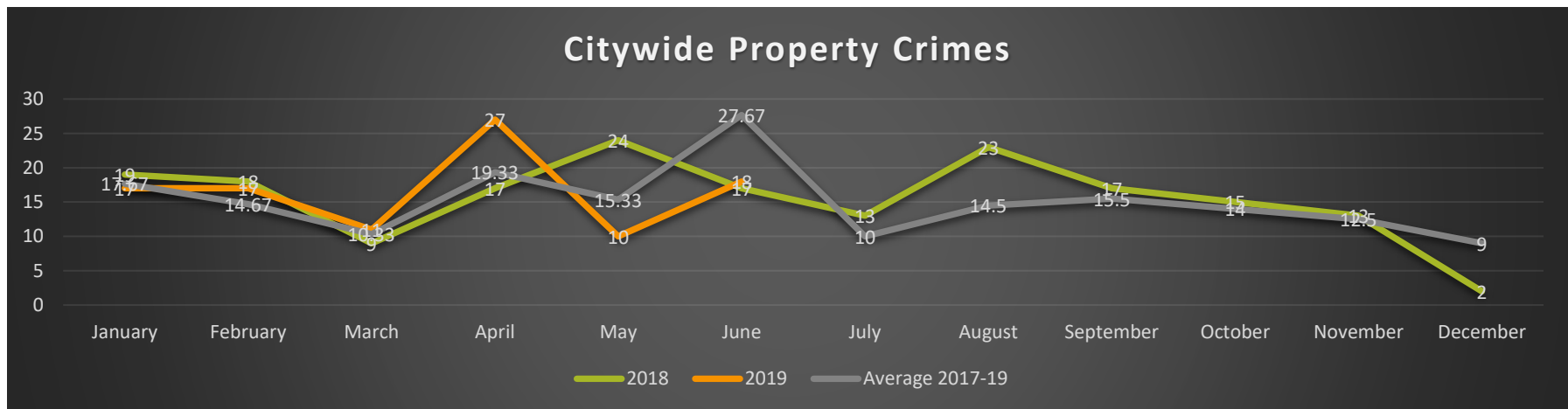


Elgin Police Department

Citywide Monthly Crime Reports - June 2019

Property Crime

Offense Category	MTD	MTD LM	MTD %	MTD LY	MTD % LY	YTD	YTD LY	YTD % LY	CR YTD	CR YTD%
Burglary Non Residence	1	1	nc	0	nc	8	11	-27%	0	0%
Burglary Residence	2	4	-50%	3	-33%	16	18	-11%	4	25%
Auto Theft	2	0	200%	2	nc	6	10	-40%	1	17%
BOV	1	1	nc	0	100%	8	20	-60%	6	75%
Other Theft	12	4	200%	12	nc	62	44	41%	39	63%
Total	18	10	80%	17	6%	100	103	-3%	50	49%

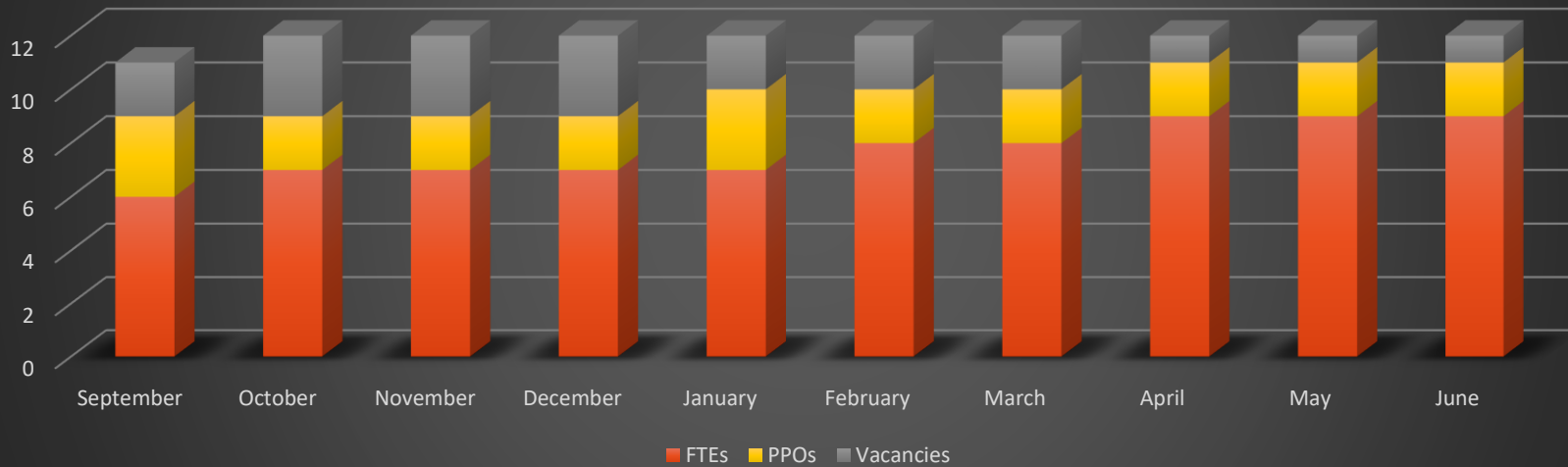




Elgin Police Department

Patrol Staffing – 2018/2019

Patrol Staffing 2018/2019

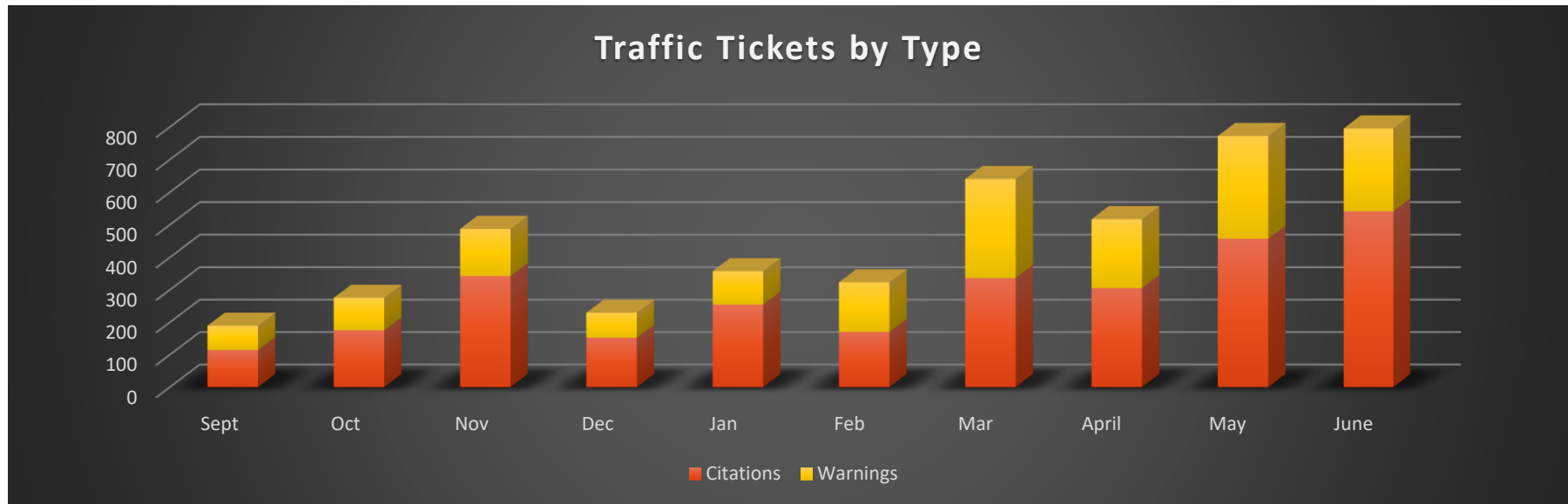


	Authorized	Open (Vacant)	Current	Actual % Vacant
June	12	1	11	8%
May	12	1	11	8%
April	12	1	11	8%
March	12	2	10	17%
February	12	2	10	17%
January	12	2	10	17%



Elgin Police Department

Citywide Monthly Traffic Tickets – Year to Date 2019 (Violations)



Note: 65% increase from 2018 during the same period. This data will differ from Racial Profiling Data (includes traffic stops and all other citations).



Elgin Police Department

Call Analysis – 2018/2019

	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	Ave
Dispatched calls	422	432	453	423	438	344	455	382	305	386	470	424	418	412
Self-Initiated	508	528	522	367	494	674	330	874	594	941	770	1142	924	667
Total Calls	930	960	975	790	932	1018	785	1256	899	1327	1240	1566	1342	1,078

														Ave
Total Time	18,068	22,182	27,004	22,151	32,908	37,485	28,124	30,908	19,060	25,924	26,688	37,091	41,944	28,426
Committed	42%	50%	60%	51%	74%	87%	63%	69%	47%	58%	62%	83%	97%	65%

Goal for committed time = no more than 60%

Public Works – June 2019

Right of Way and Easement mowing and maintenance:

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

Sign replacement:

Replaced 2 dip signs

West 11th Street

North Avenue C

North Avenue J

Removed 16 Red Light Photo Enforced signs and pole

County Line Road

State Highway 95 N

West 11th Street

Loop 109

Repaired 30mph sign – South Avenue A

Permanent Street, utility cut repairs, pot-hole repairs:

Excavated and added base:

2 locations - VFW

5 locations - Loesch Drive

Bladed and added base:

Elgin Memorial Park road and parking lot

Level-ups:

Q.S. Goins Lane

Thomas Street

Bladed Alley between North Avenue C, North Main Street, West 11th Street, and SH 95 N

Repair edge of pavement:

Ella Lane

Multiple potholes patched around town

Crack Seal

Crack sealed Eagles Landing:

Imperial Eagle Lane

Gurney's Eagle Drive

Martial Eagle Drive

Golden Eagle Way

Spotted Eagle Lane

Little Eagle Court

Big Eagle Cove
East and West 7th Street
East 8th Street
West 9th Street
East and West 10th Street
West 12th Street

Curb, Gutters, Drains, and Ditch Cleaning

Ditch cleaning:

East 7th Street from North Avenue E to North Avenue F
VFW Road

Cleaned culverts:

VFW Road
North Avenue H and East 7th Street

Curb and Gutter – West 2nd Street

Trees and Brush:

Trimmed low limbs

Alley between E 9th and E 10th (all alleys trash truck)

Fallen trees:

Lexington Road
Nina Street
West Alamo Street
FM 1100
Drainage easement behind Morris Park

Removed fallen limb:

3 locations - North Main Street
Martin Luther King Boulevard
West Alamo Street
Irene Street
East 2nd Street
Canada Street
East 8th Street and North Avenue C
East 2nd Street and North Avenue G

Removed hanging limbs:

North Main Street
West 11th Street and West 2nd Street

Trimmed brush and low limbs:

Arthur Street
Bill Street
Carolina Street

Miscellaneous:

Paint striped -crosswalks and stop bars downtown
West 1st Street
Depot Street
Central Avenue
West Alamo Street
Called in for storm – fallen trees

Events:

Juneteenth Parade
Western Days

Saratoga Farms Subdivision Section 6:

Substantially complete.

Lee Dildy Boulevard/Roy Rivers Road Phase 2:

Construction underway – Excavation for detention pond
Box culvert installation

Homestead Subdivision:

Construction underway – Excavation for roadways
Utility installation

Joe Parten

Director, Public Works
City of Elgin

UTILITY BILLING REPORT			June 2019
Billed out	\$495,176.85		
Past due notices	557	\$75,481.93	
Work orders-Cut offs	80		
Disconnected for non pmt	79		
Extension to pay 1st	51		
Extension due for disconnect	3		
Meter tamper fee	0		
After Hour turn on	0		
Accounts set to final	9	for non pmt	
Leak Adjustments	4		

METER REPORT		
WORK ORDERS	COMPLETED	INCOMPLETE
START READ	38	3
FINAL READ	37	1
TRANSFERS / IN AND OUT	2	0
CTO'S / DISCONNECT NON-PMT	80	0
SET METER	0	1
METER REPLACEMENTS	28	118
VISUAL READS	14	0
FAILURE TO READ (MOBILE MISS)	136	0
RE READS	35	0
WL / CHECK FOR WATER LEAK	2	4
METERS DATA LOGGED	12	0
MISCELLANEOUS	34	13
TOTAL NUMBER OF WORK ORDERS	418	140
CURB STOPS - JOHN CALHOUN		
BROKEN CURB STOPS	0	33
SERVICE LINE REPAIR		
MAIN BREAK	2	
SEWER LINE REPAIR	5	1
TOTAL NUMBER OF WORK ORDER	7	34
BULK WATER		
PURCHASES	22	
TRIPS/GALLONS	30/25,100	
TOTAL COLLECTED	\$165.56	

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

310 N. Main Street
512-229-3220 office



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, August 31, 2019 and Sunday September 1, 2019 and allowing the music to extend until 10:00 PM on Sunday, September 1st.

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, August 31, 2019, and Sunday, September 1, 2019 and allowing the music to extend until 10:00 PM on Sunday, September 1st.

BACKGROUND:

The Sacred Heart Catholic Church will be having their annual fiesta on August 31, 2019 and September 1, 2019 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 1st.

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.

Sacred Heart Catholic Church
Request for use of Elgin Memorial Park

July 23, 2019

Dear Council members:

Re: Elgin Sacred Heart Catholic Church
Annual Fiesta – September 1, 2019

Sacred Heart Catholic Church and Father George would like to request your consideration on the following items in reference to our Annual Fiesta on Sunday, September 1, 2019.

- Request to waive the open container alcohol ordinance for Saturday August 31, 2019 and Sunday September 1, 2019.
- Request to allow the music to extend until 10 PM Sunday September 1, 2019.
- Request to allow our Church members to set up booths on the park grounds on Saturday, August 31, 2019 and to take down all booths and clean up the Park on Monday, September 2, 2019.
- Allow us to block the front entrance to the Park, in front of the ball field and next to the tennis courts.

Your consideration is greatly appreciated.

Sincerely,

Pete Bega

Fiesta Representative





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes –July 2, 2019.

DEPARTMENT: Administration

PROPOSED ACTION:

Review and approve the July 2, 2019 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 2, 2019 - Meeting Minutes.

ATTACHMENTS: July 2, 2019. Meeting Minutes.

{ } 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.

**MINUTES
ELGIN CITY COUNCIL
REGULAR MEETING
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET
TUESDAY, JULY 2, 2019**

CALL TO ORDER

Mayor Cannon called the meeting to order at 7:01 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
Brad Jones, Council Member
Forest Dennis, Council Member
Sue Brashar, Council Member
Susie Arreaga, Council Member

Mayor Cannon certified there was a quorum.

Mayor Cannon asked for a motion to excuse Council Members Lopez for his absence at the June 18th meeting, stating that Council Member Lopez had notified him before the meeting that he would not be attending.

Mayor Pro Tem Bega moved to excuse Council Member Lopez's absence from the June 18th meeting. Council Member Brashar seconds the motion. Motion carried. 9-0.

Staff: Thomas L. Mattis, City Manager
Charles Cunningham, Finance Director
David Harrell, Planning Director
Joe Parten, Public Works Director
Amy Miller, Community Development Director
Beau Perry, City Engineer

INVOCATION

Council Member Brashar gave the invocation.

PLEDGE OF ALLEGIANCE

CITY COUNCIL MEETING MINUTES

July 2, 2019 – Page 2

City Annex Council Chambers

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

PUBLIC HEARING

1. Public Hearing on the Proposed 2019 Five-Year Capital Plan.

Mayor Cannon recessed the Regular Meeting and opened the Public Hearing at 7:05 p.m.

With no one wishing to speak Mayor Cannon closed Public Hearing at 7:06 p.m.

PUBLIC COMMENT

Mayor Cannon opened Public Comments.

Joseph Perkins spoke and stated that Code Enforcement had towed his car illegally from his property. He stated the Police Department put a sticker on it and when he called the office, he was told he had two hours to remove the car and that he asked for three hours since he was at work. He stated he pulled his car into the driveway but that it was then towed anyway.

Laura Stough spoke and stated she was President of the Friends of the Elgin Library. She spoke about all the programs the library offers and that they partner with the Elgin ISD and support older adults, arts and crafts, and offer free computer use. She asked for continued support for the library.

Joy Casnovsky spoke and stated she wanted to voice her support for the plan for a downtown art program.

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

PRESENTATION

1. Introduction of New City Employee.

City Manager Thomas Mattis introduced the new Planning Director, David Harrell.

2. Presentation of a Public Art Plan for Downtown Elgin.

Amy Miller, Community Development Director, spoke and stated that the Public Art Plan had been developed over the last eighteen months with significant community input through the Design Committee of the Main Street Board and introduced Emily Koller who Chaired that committee and would be providing a presentation.

CITY COUNCIL MEETING MINUTES

July 2, 2019 – Page 3

City Annex Council Chambers

Ms. Koller spoke about the plan and how to get involved and spoke briefly on what public art is. She stated it could be temporary or permanent and include murals, sculpture, memorials or landscape architectural work, community art or performances and festivals. She stated the Committee is striving to work on one big project a year and continuing to do smaller, temporary installations. She stated that other projects may be proposed by artists, business or property owners but must meet the goals of the plan and be consistent with the guidelines.

CITY MANAGER'S REPORT

1. General Activity Report and/or Project Update.

City Manager Thomas Mattis stated that as had been previously discussed an effort was being made to increase our Code Enforcement activity with a focus on junk vehicles that seemed to have developed into a problem in the city and wanted to make sure to take a uniform and consistent approach. He stated it was important to understand that by the code and law a vehicle that does not have a valid registration, inspection sticker or valid license plates is by definition a junk vehicle and inoperable. He stated junk vehicles are declared a nuisance under section 4467 if visible from the public right of way. He stated that section 4468 discusses the process where an owner will be notified and given an opportunity to abate the nuisance. He stated that there might be some confusion if the vehicle is on private property but that it still qualifies as a public nuisance, so whether it is on private or public premises this would still apply. He stated that the owners are notified by mail and if the vehicles were in the street right of way and a traffic issue the enforcement is done by the Police Department and that Code Enforcement works on issues on private property.

CONSENT AGENDA

1. City Council Meeting Minutes - May 7, 2019, May 14, 2019, June 4, 2019 And June 18, 2019.

2. Departmental Monthly Reports – May

Council Member Brashar moved to approve the Consent Agenda with corrections to the minutes as presented. Council Member Lopez seconds the motion. Motion carried 9-0.

NEW BUSINESS

1. Discussion and Possible Action on Various Issues Associated with an Area in the Southeast Quadrant of the City Annexed in 2015 ("Annexed Area") Including but not limited to Possible Direction to staff regarding a Capital Improvement Project to extend Wastewater Services and/or De-Annexation of certain properties therein.

CITY COUNCIL MEETING MINUTES

July 2, 2019 – Page 4

City Annex Council Chambers

City Manager Thomas Mattis stated that this was an item that had been discussed at previous meetings and that staff needed some general policy direction to move forward. He stated this was an area annexed into the city in 2015 and funding was not set aside to extend all services as necessary and make the city compliant with the law. He stated that the entire area in area 2 and area 3 includes 95 land parcels which is about 212 acres, and that at the time of the annexations the primary objective at the time was to prevent further expansion of the City of Bastrop's jurisdiction but that was no longer an issue due to the latest legislative session and wouldn't be seeing any annexations by any city. He stated city services had been provided to the area at a level in compliance with the law. He stated issues had been found such as curbside trash collection and recycling that has not been done in a uniform manner and that those areas had continued to be annexed and stay in the city. He stated that Code Enforcement was also an issue and moving forward it would be enforced in this area. Mr. Mattis stated that the city has collected about \$156,000 city taxes in three years, but that of all the taxes people pay for every dollar of the property tax paid only .24 cents goes to the city. He stated after a lot of discussion and analysis the staff had made a recommendation back in March that we proceed with the proposal and reach out to the property owners out there, and as said from the beginning the best opportunity is to compromise between the property owners and the city. He stated that with that in mind staff made a recommendation that area 2 which is the 1704 corridor remain in the city due to the fact that development is anticipated in that area and low operational costs moving forward and area 3 was recommended for dis-annexation for a variety of issues.

Council Member Jones moved to proceed with the dis-annexation of Area 3. Council Member Brashar seconds the motion. Motion carried 9-0.

Council Member Brashar moved to proceed with Area 2 wastewater improvements. Mayor Pro Tem Bega seconds the motion. Motion carried 9-0.

2. AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, AMENDING CHAPTER 42, SECTION 42-319 Et. Seq. CODE OF ORDINANCES, BY ADOPTING NEW LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENT PLAN AND BY AMENDING THE WATER AND WASTEWATER IMPACT FEES, AND; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

Council Member Brashar moved to approve the new water impact fee of \$3790 and the new wastewater fee of \$2348. Council Member Penson seconds the motion. Motion carried 9-0.

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE BRICKSTON MUD WASTEWATER SERVICE AGREEMENT WITH TEXAS BRIDLE TRAILS LLC AND BRICKSTON MUD MAKING CERTAIN FINDINGS RELATED THERETO.

CITY COUNCIL MEETING MINUTES

July 2, 2019 – Page 5

City Annex Council Chambers

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

4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A CONSENT AGREEMENT WITH GREAT ESCAPES OPPORTUNITY ZONE FUND LLC AND MAKING CERTAIN FINDINGS RELATED THERETO

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

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE AN AGREEMENT WITH COMPU-DATA INC. TO PROVIDE DOCUMENT IMAGING, DATA HOSTING AND RETRIEVAL SERVICES FOR CITY DOCUMENTS GENERATED IN THE CONDUCT OF DAY TO DAY ACTIVITIES; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.

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

6. Review and Discussion of Property Owner Responsibilities relating to weeds, wild growth, and unsanitary conditions and direction to staff regarding City Policy for mowing/maintenance of Public Right-Of-Way Areas.

Council Member Dennis moved to direct staff to continue to enforce code policy, start with the list and begin to remove properties and notifying owners but still do one more mow in between. Council Member Brashar seconds the motion. Motion carried 9-0.

ANNOUNCEMENTS

Mayor Cannon mentioned that Ann Walker had passed, and the memorial service would be held on Friday.

ADJOURNMENT

Mayor Cannon adjourned the City Council Meeting at 9:18 p.m.

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, APPROVING A DEVELOPMENT AND CONSENT AGREEMENT WITH CLAYTON PROPERTIES GROUP, INC. DBA BROHN HOMES AND ALTESSA MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration and approval of a Resolution authorizing a Development and Consent Agreement between the City and with Clayton Properties Group, Inc, dba Brohn Homes and the Altessa Municipal Utility District (“MUD”).

BACKGROUND:

Discussed at previous meetings; Clayton Properties Group, Inc, dba Brohn Homes (“Clayton/Brohn”) is the owner of 235+ acres of land located within the extraterritorial jurisdiction of the City, adjacent to the eastside of County Line Road in the area of the EHS campus. Clayton/Brohn intends to develop this land as "Altessa", a master-planned residential community that will include park and recreational facilities to serve the community; and will also include a land site for public safety.

Following a comprehensive due diligence process, staff is now recommending a Development and Consent Agreement, that shall be binding upon both parties and the associated Altessa MUD. ,

As the project constitutes a substantial area that will be developed in phases under a master plan, it is in the mutual interests of Clayton/Brohn/Altessa and the City to enter into this Agreement, which will provide an alternative to the typical regulatory process, encourage innovative master-planning, provide certainty of regulatory requirements, and result in a quality development project.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Resolution authorizing a Development and Consent Agreement between the City and with Clayton Properties Group, Inc, dba Brohn Homes and the Altessa Municipal Utility District; and routine direction to staff, if any.

ATTACHMENTS: Development and Consent Agreement

{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.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A DEVELOPMENT AND CONSENT AGREEMENT WITH CLAYTON PROPERTIES GROUP, INC. DBA BROHN HOMES AND ALTESSA MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, the City Manager previously executed a Letter of Intent (LOI) with Clayton Properties Group, Inc. dba Brohn Homes in support of a conceptual plan for the development of certain real property within the City of Elgin Extraterritorial Jurisdiction; and,

WHEREAS, the LOI contemplated a project whereby Clayton Properties Group, Inc. dba Brohn Homes and Altessa Municipal Utility District would construct a master-planned, residential project that will include parks and recreational facilities to serve the community; and,

WHEREAS, the city staff is now recommending authorization of a Development and Consent Agreement, that shall be binding upon Clayton Properties Group, Inc. dba Brohn Homes and the associated Altessa Municipal Utility District; and,

WHEREAS, the City Council have found and determined that the proposed Development and Consent Agreement with Clayton Properties Group, Inc. dba Brohn Homes and Altessa Municipal Utility District will further the public interest and welfare and is necessary to promote opportunities for much needed new affordable housing.

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

Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Authorization. The Mayor is hereby authorized to execute the *Development and Consent Agreement with Clayton Properties Group, Inc. dba Brohn Homes and Altessa Municipal Utility District*, a copy of said agreement being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

Section 3. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. Effective Date. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 6th day of August, 2019.

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

DEVELOPMENT AND CONSENT AGREEMENT

AMONG

CITY OF ELGIN, TEXAS,

**CLAYTON PROPERTIES GROUP, INC.
DBA BROHN HOMES**

AND

ALTESSA MUNICIPAL UTILITY DISTRICT

DEVELOPMENT AND CONSENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTIES OF TRAVIS §
AND BASTROP §

This Development and Consent Agreement (“Agreement”) is entered into by and between the **City of Elgin, Texas**, a home-rule city located in Bastrop County, Texas, with extraterritorial jurisdiction extending into Travis County, Texas (the “City”), and **Clayton Properties Group, Inc.**, a Tennessee corporation doing business in Texas as **Brohn Homes** (the “Developer”). The **Altessa Municipal Utility District** (the “District”), which is a municipal utility district to be created, will join this Agreement as set forth below and after such joinder shall become a party to this Agreement.

INTRODUCTION

Developer currently owns 283.115 acres of land described by metes and bounds on **Exhibit A** attached hereto and made a part hereof.

Developer intends to develop the land set forth on **Exhibit A** as a master-planned, residential community that will also include park and recreational facilities to serve the community. Because the Property, as hereinafter defined, constitutes a significant area that will be developed in phases under a master development plan, Developer and the City wish to enter into this Agreement, which will provide an alternative to the City’s typical regulatory process for development, encourage innovative and comprehensive master-planning of the Property, provide certainty of regulatory requirements throughout the term of this Agreement and result in a high-quality development for the benefit of the present and future residents of the City and the Property.

Developer and the City intend that this Agreement shall be binding upon the District from and after the date the District executes a joinder to this Agreement in substantially the same form as set forth in **Exhibit B**, attached hereto and made a part hereof. The District shall execute such joinder at the time of its organizational meeting.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the parties’ contract as follows.

ARTICLE I DEFINITIONS

Section 1.01 Definitions. In addition to the terms defined elsewhere in this Agreement or in the City’s ordinances, the following terms and phrases used in this Agreement will have the meanings set out below:

Agreement: This Consent Agreement between the City, Developer, and, upon joinder, the District.

City: The City of Elgin, Texas, a home-rule city located in Bastrop County, Texas, with extraterritorial jurisdiction extending into Travis County, Texas.

City Engineer: The City Engineer of the City.

City Manager: The City Manager of the City.

Commission or TCEQ: The Texas Commission on Environmental Quality or its successor agency.

Concept Plan: The concept plan for the Property shown in **Exhibit C**, attached hereto and made a part hereof, and which may be amended from time to time in accordance with this Agreement.

County: Bastrop County, Texas or Travis County, Texas, as applicable.

Developer: Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, or its successors and assigns under this Agreement.

District: Altessa Municipal Utility District (or such other name as the TCEQ may require), a political subdivision of the State of Texas, to be created over the Property with the consent of the City, provided in this Agreement.

Effective Date: The date when one or more counterparts of this Agreement, individually or taken together, bear the signature of all parties.

Interceptor Line: That portion of the City's wastewater system contemplated herein that connects the Property to the existing twenty four inch (24") wastewater line located at the southern boundary of the County Road 1100 right-of-way, but which does not include any portion of the lines lying within the Property.

Property: Approximately 283.115 acres of undeveloped land described by metes and bounds on **Exhibit A**, being located within the City's extraterritorial jurisdiction in Travis County, in part, and in Bastrop County, in part.

WWTP: The City's wastewater treatment plant no. 1.

ARTICLE II

PROJECT DESCRIPTION AND JURISDICTION; DEVELOPER COMMITMENTS

Section 2.01 Development Description. Developer proposes to construct a master-planned, multi-phased residential project on the Property (the "Development") that is projected to include approximately 1,200 single-family residential lots, for a total of 1,200 living unit equivalents ("LUEs"). The Development will also include (i) approximately sixty-three (63) acres of parkland, including approximately seven (7) linear miles of trails, (ii) approximately two (2) acres devoted to public safety services; and (iii) twelve (12) acre school site, all as initially depicted on the Concept Plan.

Section 2.02 Jurisdiction.

(a) Extraterritorial Jurisdiction. The Property is located wholly within the City's extraterritorial jurisdiction.

(b) Previous Annexation Development Agreements. The Property was subject to three (3) Annexation Development Agreements, all dated December 23, 2015, and recorded under Document Nos. 2016002571, 2016002572 and 2016002573 in the Official Public Records of Travis County, Texas and under Document Nos. 201516544, 201516548 and 201516549 in the Official Public Records of Bastrop County, Texas (collectively, the "Annexation Agreements"). As of the Effective Date of this Agreement, the City has granted the complete release of the Annexation Agreements pursuant to the Termination of Annexation Development Agreements recorded under Document No. _____, Official Public Records of Travis County, Texas, and Document No. _____, Official Public Records of Bastrop County, Texas.

Section 2.04 Interceptor Line. Developer and the City agree that the Interceptor Line is required to serve the Development and, at the City's election, other properties. Developer, on behalf of the District, will design, permit and construct the Interceptor Line, anticipated to be twelve inches (12") in diameter, to serve only the Development; provided, that the Interceptor Line will be constructed with two (2) stubs for future connection by the owner of the 59.2 acre tract, more or less, identified as Bastrop County Property ID R15615 by private agreement between Developer and the current owner of such tract; provided, further, that the City shall have the right to request that the Interceptor Line be oversized to allow the City to serve its customers outside of the District, so long as such oversizing does not negatively impact Developer's construction schedule or interfere with the capacity guaranteed to the District. In such case, (a) the City shall be solely responsible for the costs of all oversizing, which costs shall be clearly calculated separate from the costs of sizing the lines for the District's needs, so as to not interfere with any reimbursements which may be due to Developer for the construction of District improvements; and (b) the City and Developer will enter into a cost sharing agreement pursuant to which the City will reimburse Developer for the City's pro rata share of the oversized Interceptor Line in a lump sum upon Developer's completion and the City's final acceptance of the Interceptor Line. The City, if requested by Developer or the District, shall use its powers of eminent domain to assist Developer and/or the District in acquiring the land or easement rights necessary for the Interceptor Line.

Section 2.05 Wastewater Treatment Plant (WWTP) Expansion.

(a) WWTP Expansion. Developer and the City agree that the expansion of the WWTP to 2.0 MGD will be required to serve the Development and other properties (the "WWTP Expansion"). Developer on behalf of the District and the City shall each pay a pro-rata share of all costs associated with the construction of the WWTP Expansion as set forth hereinbelow. The City shall bear the responsibility of the actual design, permitting, and construction of the WWTP Expansion.

(b) Developer's Capacity Payment. Based on the Concept Plan and as set forth in that certain Memorandum Regarding Offsite Wastewater Interceptor & WWTP Shared Expansion, dated May 2, 2019, from John D. Hines, P.E. of Dannenbaum Engineering, it is estimated that the

required WWTP capacity to serve the Development at full build-out will be 0.294 MGD. Developer, on behalf of the District, will pay the City an amount equal to the product of \$2,550 per single-family residential lot or \$2,550 per LUE for any non-single-family residential lot [excluding any non-single-family residential lots conveyed to Aqua (defined below), the City, the ISD (defined below) or the ESD (defined below)], multiplied by the actual number of single-family residential lots/LUEs within the Development, estimated to be approximately \$3,060,000 (the “Capacity Payment”), which will be applied by the City to pay the costs of such 0.294 MGD portion of the WWTP Expansion. The City is responsible for all costs of the WWTP Expansion in addition to the Capacity Payment, and all costs for any subsequent expansions to the WWTP, which will occur as the need arises per TCEQ criteria for design and construction of wastewater treatment plants. As a condition of the City’s approval of each final plat for a portion of the Development, Developer will pay to the City the sum of \$2,550 per single-family residential lot or \$2,550 per LUE for any non-single-family residential lot within such final plat (excluding any non-single-family residential lots conveyed to Aqua, the City, the ISD, or the ESD), which amount will fund the Capacity Payment and be utilized by the City to pay the costs of, in part, and reimburse the City for the costs of, in part, the 0.294 MGD portion of the WWTP Expansion.

(c) Design. The WWTP Expansion will be designed by the City Engineer, or such other engineer as is selected by the City, in accordance with applicable rules and regulations.

(d) Construction Schedule. The City will proceed with the design and construction of the WWTP Expansion, in accordance with applicable rules and regulations, as the need arises per TCEQ criteria for design and construction of wastewater treatment plants. The City acknowledges that Developer is relying on service being available to the Property in sufficient amounts to facilitate Developer’s phased construction of the Development based on market demand and conditions.

(e) Ownership of Facilities. The amount of 1,200 LUEs of capacity in the WWTP Expansion and Interceptor Line are hereby reserved for full build-out of the Development. Upon completion, the WWTP Expansion and Interceptor Line shall be owned by the City, but 1,200 LUEs of capacity in the WWTP Expansion and Interceptor Line will be owned by Developer, on behalf of the District, and capacity sufficient to serve the Development shall be irrevocably and permanently reserved for and committed to Developer, on behalf of the District. Developer may, at any time, transfer such capacity to the District or to any subsidiary, parent company, or other affiliate of Developer upon written notice to the City. The parties agree that this Agreement shall constitute a contract that conveys an ownership interest in or a specified contractual capacity in the WWTP Expansion and Interceptor Line pursuant to 30 Texas Administrative Code Section 293.44(b)(3), or its successor.

(f) Oversizing of Wastewater Mains. The wastewater mains within the District will be designed for the maximum capacity needs of only the Property; provided, however, that the City shall have the right to request that the wastewater mains within the District be oversized to allow the City to serve its customers outside of the District, so long as such oversized does not negatively impact Developer’s construction schedule or interfere with the capacity guaranteed to the District. In such case, (i) the City shall be solely responsible for the costs of all oversized, which costs shall be clearly calculated separate from the costs of sizing the lines for the District’s needs, so as to not interfere with any reimbursements which may be due to Developer for the construction of

District improvements; and (ii) the City and Developer will enter into a cost sharing agreement pursuant to which the City will reimburse Developer for the City's pro rata share of the wastewater mains in a lump sum upon Developer's completion and the City's final acceptance of the subject wastewater mains. Further, in the event of any oversizing, the City shall be responsible for metering the flows received from City customers and subtracting such flows from flows received into the downstream City system from the District. The costs of installation, maintenance, monitoring, servicing, and upgrading any meters to measure the flow of City customers shall be borne by the City. Developer shall have the right to inspect such meters or to use its own metering equipment to verify the flow from City customers at any time.

(g) Impact Fees & Tap Fees. In consideration of Developer's payment of the Capacity Payment for cost participation in the WWTP Expansion as described in this Agreement, the City and Developer agree that from and after the Effective Date until the date that is five and one-half (5.5) years after the date on which the initial final plat of a portion of the Development is approved by the City the wastewater impact fee and the wastewater tap fee payable to the City for each LUE of wastewater service to the Development will be fixed at the amounts in effect as of the date of approval of such initial final plat, or the wastewater impact fee and/or the wastewater tap fee in effect at the time of City approval of the final plat of the portion of the Development to which such LUEs of wastewater service relate, whichever is less.

2.06 County Line Road.

(a) County Line Road Expansion. Developer and the City agree that the expansion of approximately 1,765 linear feet of County Line Road, including associated stormsewer, sidewalk and streetlight infrastructure, along and adjacent to the Property, as more particularly described and depicted on Exhibit D (the "Roadway Cross-Section") will be required to serve the Development and other properties (the "Roadway Expansion"). Developer, on behalf of the District, and the City shall share in the costs associated with the construction of the Roadway Expansion as set forth hereinbelow. The City shall bear the responsibility of the actual design, permitting, and construction of the Roadway Expansion.

(b) Developer's Roadway Payment & Right-of-Way Dedication. Developer, on behalf of the District, will pay the City an amount equal to the product of \$900 per linear foot, multiplied by the number of linear feet of the Property along and adjacent to the County Line Road right-of-way, estimated to be approximately \$1,588,500 (the "Roadway Payment"), which will be applied by the City to pay approximately one-half of the costs of the Roadway Expansion. The City is responsible for all costs of the Roadway Expansion in addition to the Roadway Payment. Further, Developer, on behalf of the District, will dedicate by warranty deed, at no cost to the City, right-of-way required for the Roadway Expansion, estimated to be approximately twenty-five feet (25') in width along and adjacent to the existing County Line right-of-way (the "Right-of-Way Dedication"). As a condition of the City's approval of each final plat for a portion of the Development, Developer will: (i) make the Right-of-Way Dedication, if not previously made, with respect to the land within such final plat; and (ii) pay to the City a portion of the Roadway Payment calculated by dividing the Roadway Payment by the total number of single-family residential lots within the Development pursuant to the Concept Plan, and multiplying the quotient by the number of single-family residential lot within such final plat (excluding any non-single-family residential lots conveyed to Aqua, the City, the ISD, or the ESD); provided, however, that

the entire then-remaining portion of the Right-of-Way Dedication shall be paid by Developer in connection with the last final plat of a portion of the Development. By way of example, only, if the amount of the Roadway Payment is \$1,588,500, the total number of single-family residential lots within the Development pursuant to the Concept Plan is 1,200, and final plat being recorded contains 100 single-family lots, then the portion of the Roadway Payment to be paid in connection with the City's approval of such plat would be \$132,375 ($\$1,588,500 / 1,200 * 100 = \$132,375$). Notwithstanding the foregoing, in the event that the City commences construction of the Roadway Expansion prior to Developer's payment, on behalf of the District, of the full amount of the Roadway Payment, then the City may, at its election, from and after the date on which the City expends all portions of the Roadway Payment previously received from Developer, on behalf of the District, to fund one-half of the Roadway Expansion to-date, deliver to Developer one or more payment request(s) identifying the amount of all invoices covering any work performed on the Roadway Expansion through the last day of the previous calendar month, together with copies of such invoices, and the amount of the portion of the Roadway Payment constituting one-half of the amount shown on such invoices (each, a "Payment Request"). Developer shall pay the portion of the Roadway Payment owed pursuant to each Payment Request within thirty (30) days of receipt until the Roadway Payment is paid in full, whereupon no further payments will be owed by Developer, on behalf of the District, to the City with respect to the Roadway Expansion as a condition of the City's approval of final plats for portions of the Development.

(c) Roadway Plans. The Roadway Expansion will be designed by the City Engineer, or such other engineer as is selected by the City, in accordance with applicable rules and regulations. Upon completion of the preliminary plans and specifications for the Roadway Expansion (the "Roadway Plans"), the City Engineer will submit a set of the Roadway Plans to Developer for review. Developer may, at its election, provide a written request to the City specifically identifying any requested additions to the Roadway Plans, which may include a deceleration lane into or other improvements serving the Development, within thirty (30) days of receipt. If Developer fails to provide such written request within this thirty (30)-day period, Developer will be deemed to have requested no additions to the Roadway Plans. In the event that Developer does timely request additions to the Roadway Plans as set forth herein, the City agrees to cooperate with Developer to agree on modifications to the Roadway Plans, provided that the City and Developer will enter into a cost sharing agreement pursuant to which Developer will fund all costs incurred by the City in connection with the design, permitting and construction of such additions.

2.07 Master Development Fee.

(a) Master Development Fee. As consideration for this Agreement, Developer agrees to pay the City a master development fee in an amount equal to the product of \$1,600 per single-family residential lot, multiplied by the total number of single-family residential lots within the Development on the Property, estimated to be approximately \$1,920,000 (the "Master Development Fee"), partially out of the proceeds of bonds issued by the District and partially in annual cash installments as provided for in Subsection 2.07(c) below. The District, however, shall not be obligated to issue bonds and shall not issue bonds until such time as the assessed value of the Property supports such issuance and the District's financial advisor advises the District that issuing bonds is economically feasible.

(b) **Master Development Fee Payments.** The Master Development Fee will be made in installments. After the District issues its first series of bonds, ten percent (10%) of the bond reimbursement received by Developer shall be paid to the City within ten (10) days of receipt of same. Thereafter, Developer shall continue to pay to the City ten percent (10%) of the bond reimbursement received by Developer for each successive bond issuance. Each installment of the Master Development Fee will be paid by Developer to the City within ten (10) days of Developer's receipt of the reimbursement. Once the City has received the entire balance of the Master Development Fee, no further payments from District bond issuances shall be due to the City. Regardless of the timing of the District's bond issuances or timing of payment by Developer of the Master Development Fee installments, no interest shall be due or owing on the Master Development Fee.

(c) **Advance Payments.** The initial \$300,000 of the Master Development Fee shall not be paid for from bond proceeds, but shall be paid in three (3) annual cash installments of \$100,000 each. The first installment will be payable within thirty (30) days after the City approves the construction plans for the subdivision improvements required for the first subdivision plat submitted by Developer for approval. The two (2) subsequent \$100,000 payments shall be due and owing on the same day of each year thereafter. Each \$100,000 payment shall be credited against the Master Development Fee. These advance payments shall be in place of the initial \$300,000 payments that would be made out of bond proceeds, such that Developer shall not be required to pay the ten percent (10%) payment described in Subsection 2.07(b) on the initial \$3,000,000 of bond reimbursements received by Developer.

ARTICLE III WATER AND WASTEWATER SERVICE

3.01 Water Utility Provider. The Property is located within the water certificate of convenience and necessity ("CCN") held by Aqua Water Supply Corporation ("Aqua"). Retail water service to the Property shall be provided by Aqua. Notwithstanding the above, retail water service may be provided by the City if the portion of the Aqua CCN covering the Property is transferred to the City or state law permits the City the right to assume such jurisdiction.

3.02 Wastewater Service. The City shall be the wholesale wastewater service provider to the District. As wholesale service provider, the City shall operate, maintain, and repair all components of the WWTP and wastewater system located outside the boundaries of the District. The rates charged by the City for wholesale wastewater service to the District shall be the same as the rates charged by the City to other wholesale customers. The City agrees to enter into a wholesale wastewater service agreement with the District with the following terms:

(a) The City will provide or contract for the provision of wholesale wastewater utility services to the District sufficient to serve the land uses shown on the Concept Plan. The rates charged by the City shall be the same as those charged by the City to other wholesale customers, and such rates may be reviewed and adjusted by the City annually, based on a cost of service study performed by the City. In any event, this Agreement does not prevent the District or its customers from appealing the wastewater rates pursuant to §13.043, Texas Water Code.

(b) The City will receive, treat and dispose of, or shall contract for the treatment and disposal of, all sewage generated by residents within the District. The City will maintain an adequate wastewater treatment capacity at all times to serve the residents within the District at the same level these services are provided within the City. The City may limit service to the District in the same manner and to the same extent that service is limited inside the City limits.

(c) The District will have guaranteed reservation and ownership of capacity in the City's wastewater utility system as set forth elsewhere in this Agreement.

(d) If necessary, Developer will provide easements within the area of the District for all District master meters in accordance with applicable City ordinance requirements. Master meters shall be installed to measure District wastewater flows. In the event wastewater mains enter the District from other City service areas, master meters will be installed at both ends of the system serving the District so that the differential flows will be measured to determine flows from District customers. Developer and/or District shall not be required to provide easements outside the area of the District.

The agreement may include other standard terms contained in City wholesale wastewater service agreements that are not in conflict with the terms set forth above.

ARTICLE IV CONCEPT PLAN

Section 4.01 Phased Development. Developer intends to develop the Property in phases. Portions of the Property not under active development may remain in use as income-producing agricultural lands or as open space land.

Section 4.02 Concept Plan; Exceptions. The City hereby confirms (i) that it approves the Concept Plan and (ii) that the Concept Plan complies with the City's General Plan, as amended. The City approves the land uses, densities, exceptions, roadway alignments and widths and other matters shown on the Concept Plan and confirms that the Concept Plan has been approved by all required City departments, boards and commissions. The City acknowledges that the Development is a large project that will be developed over a number of years. As such, the City agrees that Developer may implement the Development with minor changes to the Concept Plan without returning to the City for additional approval.

Section 4.03 Development Review and Approval; Moratorium.

(a) **City Review of Development.** It is the parties' mutual intention that the City will have the sole responsibility for review and approval of all construction plans, development plans, preliminary plans, and subdivision plats within the Property. The City represents that it has entered into interlocal agreements with each of Travis County and Bastrop County pursuant to Section 242.001(c) of the Texas Local Government Code, as amended, which provide the City with sole subdivision authority within the portion of its extraterritorial jurisdiction containing the Property.

(b) **Moratorium.** The parties acknowledge that the construction and funding of the utility and other improvements contemplated herein represent a significant investment by Developer in the City's infrastructure. In exchange for this investment, the City agrees that any

moratorium the City may impose on development or construction, whether it be imposed through the non-issuance of building permits or otherwise, shall not apply to the Property.

Section 4.04 Term of Approvals. Except as provided below, the approval of the Concept Plan set forth in Section 4.02 above will be effective for the term of this Agreement. Such Concept Plan approval will be deemed to have expired if no final plats of the Property or a portion thereof are recorded during such period of time.

Section 4.05 Amendments. Due to the fact that the Property comprises a significant land area and its development will occur in phases over a number of years, modifications to the Concept Plan may become desirable due to changes in market conditions or other factors. Variations of a preliminary plat or final plat from the Concept Plan that do not increase the overall density of development of the Property will not require an amendment to the Concept Plan. Minor changes to the Concept Plan, including minor modifications of street alignments, minor changes in lot lines, the designation of land for public or governmental uses, changes in lot sizes that do not result in an increase in the overall density of development of the Property (including any increase in lot sizes resulting in a decrease in the total number of lots) or any change to a public use, including, but not limited to school use, will not require an amendment to the Concept Plan or City approval. Major changes to the Concept Plan must be consistent with the terms of this Agreement and will be subject to review and approval by the City, which will not be unreasonably withheld. Notwithstanding anything herein to the contrary, an increase of the unit count by up to ten percent (10%) of the currently-planned count shall not require an amendment to the Concept Plan or additional City approval, regardless of the resulting increase in density of development. Such an increase of up to ten percent (10%) of the currently-planned unit count shall result in an increase of the Master Development Fee provided for in Section 2.07 hereof of \$1,600 per single-family residential lot, payable as provided for in Section 2.07.

ARTICLE V CREATION OF DISTRICT

Section 5.01 Consent to Creation of District. The City acknowledges receipt of Developer's request, in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, for creation of the District, including powers from Article III, Section 52 of the Texas Constitution. On the Effective Date, the City has approved the resolution substantially similar to the form attached as **Exhibit E** consenting to the inclusion of all of the Property within the proposed District and the creation of the District (the "Consent Resolution"). The City agrees that the Consent Resolution will constitute and evidence the City's consent to the creation of the District. No further consent will be required on the part of the City to evidence the City's consent to the creation of the District, but the City agrees to provide a resolution confirming its consent if requested by Developer or the District in connection with Developer's application to the Commission to create the District or any District bond sale.

Section 5.02 Annexation. The City agrees that it will not annex the District until: (i) Developer has been reimbursed by the District for all of the water, wastewater, roadway, drainage and recreational facilities and all related costs in accordance with the rules of the Commission or other laws of the State of Texas, or (ii) the City has expressly assumed the obligation to reimburse

Developer for all costs of the water, wastewater, roadway, drainage and recreational facilities and all related costs.

Section 5.03 Bonds. The District may issue bonds or notes for purposes authorized by applicable law, including: (a) the purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances, and capacity or contract rights, necessary or appropriate (i) to provide a water supply for municipal uses, domestic uses, and commercial purposes; (ii) to collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state; and (iii) to gather, conduct, divert, and control local storm water or other local harmful excesses of water in the District; (b) to pay expenses authorized by Section 49.155 of the Texas Water Code; (c) to develop and maintain park and recreational facilities as authorized by Subchapter N of Chapter 49 (Sections 49.461, et seq.) of the Texas Water Code; (d) to purchase committed capacity in, or paying for contract rights related to, water supply or wastewater treatment or collection facilities and services, subject to Commission rules and regulations; and (e) subject to the approval of the Commission or statutory authorization to do so, to design, acquire, construct, and finance road improvements as provided in Section 54.234 of the Texas Water Code. The District may also issue bonds for refunding purposes. The District may reimburse Developer for expenditures authorized by Commission rules and regulations and this Agreement.

ARTICLE VI DEVELOPMENT MATTERS

Section 6.01 Generally. Developer will have the right to select the providers of CATV, gas, electric, telephone, telecommunications and all other utilities and services, including solid waste collection and recycling services, or to provide “bundled” utilities within the Property.

Section 6.02 Fire Protection Services. The City and Developer understand and acknowledge that an emergency services district (“ESD”) exists which includes all of the Property. The District and Developer agree to cooperate with the ESD to provide fire protection services to the Property.

Section 6.03 Permitted Variances to City Development Requirements. In order to facilitate the development of the Property, the City agrees to provide variances to certain applicable development requirements set forth by City ordinance. No other action will be required on the part of Developer to obtain such variances or initiate subdivision plat approvals that vary from the City’s development requirements, to the extent any variance is in conformity with **Exhibit F**, attached hereto and made a part hereof.

ARTICLE VII PARKLAND, PUBLIC SAFETY SERVICES SITE AND SCHOOL SITE

Section 7.01 Parkland. Developer agrees that the trails and parkland shown on the Concept Plan, or portions thereof, may be dedicated to the District or another governmental agency. The City agrees that Developer will receive a 100% credit for such dedications against the City’s parkland dedication requirements, to the extent such requirements apply to the Property now or in the future, and the City further agrees that no additional parkland dedication or park fees

will be required. To the extent that Developer's dedications of trails and/or parkland, if any, do not offset all City parkland dedication requirements, Developer will pay parkland fees in accordance with applicable City ordinance requirements.

Section 7.02 Public Safety Services Site. Developer agrees to dedicate to the City a public safety services site of two (2) acres in size, as generally depicted on the Concept Plan (the "Public Safety Services Site"). Developer will, at the time of final platting the phase of the Development within which the Public Safety Services Site is located, convey the Public Safety Services Site to the City by warranty deed, at no cost to the City. The City shall not sell or convey the Public Safety Services Site to any third party, other than to an emergency services district or other public safety services entity. Further, the Public Safety Services Site shall only be used for the construction and operation of an emergency services station or similar facility. The City hereby agrees, and the warranty deed to the City shall state, that ownership of the Public Safety Services Site shall revert to Developer in the event that the City or a permitted successor-in-interest has not constructed and commenced operation of an emergency services station or similar facility within five (5) years of the date of conveyance from Developer to the City pursuant to this provision.

Section 7.03 School Site. Developer agrees, at Developer's sole election, either to (a) dedicate a site to the City on which the City or the Elgin Independent School District (the "ISD") will construct and operate a public school campus within the Property, of approximately twelve (12) acres in size, as generally depicted on the Concept Plan (the "School Site"); or (b) to pay to the City the sum of \$200 per single-family residential lot within the Development to be utilized by the ISD to fund education and services within the ISD's boundaries. If Developer elects to dedicate the School Site pursuant to subsection (a) above, Developer will, at the time of final platting the phase of the Development within which the School Site is located, convey the School Site to the City by warranty deed, at no cost to the City. If Developer elects to pay the per single-family residential lot fee pursuant to subsection (b) above, the City agrees that Developer may re-purpose the School Site for development as single-family residential lots and related appurtenances and modify the Concept Plan accordingly; provided, that Developer will pay to the City, as a condition of the City's approval of each final plat for a portion of the Property, the sum of \$200 per single-family residential lot within such final plat. The actual size, configuration, location and timing of dedication of the School Site, if at all, will be determined by Developer and the City. The City shall not sell or convey the School Site to any third party, other than to the ISD. Further, the School Site shall only be used for the construction and operation of a public school campus. The City hereby agrees, and the warranty deed to the City shall state, that ownership of the School Site shall revert to Developer in the event that the ISD has not constructed and commenced operation of a pre-kindergarten and/or elementary public school campus within four (4) years of the date of conveyance from Developer to the City pursuant to this provision.

ARTICLE VIII AUTHORITY AND VESTING OF RIGHTS

Section 8.01 Authority. This Agreement is entered into, in part, under the statutory authority of Section 402.104, Texas Local Government Code and Section 212.172 of the Texas Local Government Code, which authorizes the City to make written contracts with the owners of land establishing lawful terms and considerations that the parties agree to be reasonable, appropriate, and not unduly restrictive of business activities. The parties intend this Agreement to

guarantee the continuation of the extraterritorial status of the Property as provided in this Agreement; authorize certain land uses and development on the Property; provide for the uniform review and approval of plats and development plans for the Property; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of land uses and zoning after annexation of the Property. A memorandum of this Agreement may be filed by Developer in the real property records of Travis and Bastrop Counties.

Section 8.02 Vesting of Rights. The Concept Plan submitted by Developer as an exhibit to this Agreement constitutes an application by Developer for the subdivision and development of the Property and initiates the subdivision and development permit process for the Property. The City acknowledges that Developer has vested authority to develop the Property in accordance with this Agreement subject to any limitations contained in Chapter 245, Texas Local Government Code.

ARTICLE IX TERM, ASSIGNMENT AND REMEDIES

Section 9.01 Term. The term of this Agreement will commence on the Effective Date and continue for twenty (20) years thereafter, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City and Developer. Upon the expiration of twenty (20) years, this Agreement shall automatically renew for a term of fifteen (15) additional years, then again for a term of ten (10) additional years, so long as neither party to this Agreement is in material default under this Agreement and unless, prior to the expiration of the then-current term, Developer gives City written notice of its intent not to extend this Agreement.

Section 9.02 Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Property at any time by mutual written consent of the City and Developer and, following creation of the District, the District, and may be terminated or amended only as to a portion of the Property by the mutual written consent of the City and the owners of the portion of the Property affected by the amendment or termination and, following creation of the District, the District containing such portion of the Property. If the District is not created within five (5) years after the Effective Date of this Agreement, then the City shall have the option of terminating this Agreement and retaining any payments previously received by the City.

Section 9.03 Assignment.

(a) This Agreement, and the rights of Developer hereunder, may be assigned by Developer, with the City's consent, to a subsequent developer of all or a portion of the Property. Any assignment will be in writing, specifically set forth the assigned rights and obligations and be executed by the proposed assignee. The City's consent to any proposed assignment will not be unreasonably conditioned, withheld or delayed. No consent, however, shall be required for an assignment to any subsidiary, parent company, or other affiliate of Developer.

(b) If Developer assigns its rights and obligations hereunder as to all or a portion of the Property, then the rights and obligations of any assignee and Developer will be severable, and Developer will not be liable for the nonperformance of the assignee and vice versa. In the case of

nonperformance by one developer, the City may pursue all remedies against that nonperforming developer, but will not impede development activities of any performing developer as a result of that nonperformance.

(c) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Property.

Section 9.04 Remedies.

(a) If the City defaults under this Agreement, Developer may enforce this Agreement by seeking damages and/or a writ of mandamus from any court of appropriate jurisdiction, or may give notice setting forth the event of default (“Notice”) to the City. If the City fails to cure any default that can be cured by the payment of money (“Monetary Default”) within 45 days from the date the City receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, Developer may terminate this Agreement as to all of the Property owned by Developer, or as to the portion of the Property affected by the default; however, any such remedy will not revoke the City’s consent to the creation of the District.

(b) If Developer defaults under this Agreement, the City may enforce this Agreement by seeking specific performance from any court of appropriate jurisdiction, or the City may give Notice to Developer. If Developer fails to cure any Monetary Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City may terminate this Agreement as to all of the Property owned by Developer, or as to the portion of the Property affected by the default; however, any such remedy will not revoke the City’s consent to the creation of the District.

(c) If either party defaults, the prevailing party in the dispute will be entitled to recover its reasonable attorney’s fees, expenses and court costs from the non-prevailing party.

Section 9.05 Cooperation.

(a) The City and Developer each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

(b) The City agrees to cooperate with Developer in connection with any waivers or approvals Developer may desire from Travis County in order to avoid the duplication of facilities or services in connection with the development of the Property.

(c) In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, Developer and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.01 Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing “next day delivery”, addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement, or (iv) by confirmed facsimile with a confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or 3 days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the parties will, until changed as provided below, be as follows:

CITY: City of Elgin
Attn: City Manager
PO Box 591
Elgin, Texas 78621

With Required Copy to: Sheets & Crossfield
Attn: Charlie Crossfield
309 E. Main Street
Elgin, Texas 78664-5264

DEVELOPER: Clayton Properties Group, Inc. dba Brohn Homes
Attn: Adam B. Boenig
6720 Vaught Ranch Road, Suite 200
Austin, Texas 78730

With Required Copy to: Armbrust & Brown, PLLC
Attn: Kevin M. Flahive
100 Congress Avenue, Suite 1300
Austin, Texas 78701

The parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other party. Developer may, by giving at least five (5) days' written notice to the City, designate additional parties to receive copies of notices under this Agreement.

Section 10.02 Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

Any failure by a party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and

such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 10.03 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Bastrop and Travis Counties, Texas.

Section 10.04 Entire Agreement. This Agreement contains the entire agreement of the parties. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the parties. This Agreement supersedes all other agreements between the parties concerning the subject matter.

Section 10.05 Exhibits, Headings, Construction and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the parties.

Section 10.06 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

Section 10.07 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of Developer.

Section 10.08 Force Majeure. If, by reason of force majeure, either party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the party whose performance is so affected must give notice and the full particulars of such force majeure to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch.

The term “force majeure” means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a party to perform due to any other causes not reasonably within the control of the party claiming such inability.

Section 10.09 Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

- Exhibit A - Description of the Property
- Exhibit B - Form of District Joinder
- Exhibit C - Concept Plan including Boundary Roads and Arterials
- Exhibit D - Roadway Cross-Section
- Exhibit E - Form of Consent Resolution of the City
- Exhibit F - Permitted Variances to City Development Requirements

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the dates indicated below.

(signatures on the following page)

CITY OF ELGIN, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §

§

COUNTY OF BASTROP §

 This instrument was acknowledged before me on _____, 2019, by
_____, _____ of the City of Elgin, Texas, a home-rule city on behalf
of said City.

Notary Public Signature

(Seal)

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas
as BROHN HOMES

By: _____
Adam B. Boenig, Vice President

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2019, by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

Notary Public Signature

(Seal)

**EXHIBIT “A”
THE PROPERTY**

All of that certain 283.115 acres, more or less, located in Travis and Bastrop Counties, Texas, comprised of the following tracts:

Tract 1: 234.288 acres, more or less, located in Travis and Bastrop Counties, Texas, more particularly described by metes and bounds on Exhibit “A-1” attached hereto and incorporated herein; and

Tract 2: 48.827 acres, more or less, located in Travis and Bastrop Counties, Texas, more particularly described by metes and bounds on Exhibit “A-2” attached hereto and incorporated herein.

Exhibit "A-1"

Tract 1

LEGAL DESCRIPTION

DESCRIPTION OF 234.288 ACRE TRACT OF LAND, SITUATED IN THE THOMAS CHRISTIAN SURVEY, ABSTRACT NOS. 20 AND 2296, IN BASTROP AND TRAVIS COUNTIES, TEXAS, BEING ALL OF THAT CERTAIN 234.215 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED FROM EUGENE R. KANAK, AND WIFE, JUDY A. KANAK TO THE EUGENE R. AND JUDY A. KANAK LIVING TRUST, EUGENE R. KANAK AND JUDY A. KANAK, CO-TRUSTEES, OF RECORD IN VOLUME 920, PAGE 713 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND VOLUME 13223, PAGE 668 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 234.288 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod found for the southwest corner of the said 234.215 acre tract and the herein described tract, being on the east right-of-way line of County Line Road, a variable width right-of-way, being also the northwest corner of that certain 48.820 acre tract of land described in a deed to Russel F. Boyd of record in Volume 725, Page 633 of the Official Public Records of Bastrop County, Texas, said point having Grid Coordinates of N=10110911.98, E=3221530.09;

THENCE, N 27°08'47" E, with the east right-of-way of County Line Road and the west line of said 234.215 acre tract, for a distance of **708.88 feet** to a 1/2-inch iron rod with cap stamped "ZWA" set for the southwest corner that certain 10.00 acre tract of land described in a deed to Clyde T. Lundgren and Betty S. Lundgren of record in Volume 7619, Page 44 of the Official Public Records of Travis County, Texas, and being an ell angle corner of said 234.215 acre tract and the herein described tract;

THENCE, S 62°51'29" E, departing the east right-of-way of County Line Road, with the south line of said 10.00 acre tract, for a distance of **476.51 feet** to a 1/2-inch iron rod with cap stamped "ZWA" set for the southeast corner said 10.00 acre tract, and being an interior angle corner of said 234.215 acre tract and the herein described tract;

THENCE, N 27°08'48" E, with the east line of said 10.00 acre tract and the west line of said 234.215 acre tract, at a distance of 914.67 feet passing the northeast corner of said 10.00 acre tract and the southeast corner of that certain 4.737 acre tract of land described in a deed to Clyde T. Lundgren and Betty S. Lundgren of record in Volume 7619, Page 47 of the Official Public Records of Travis County, Texas, for a total distance of **1,347.72 feet** to a 1/2-inch iron rod with cap stamped "ZWA" set for the northeast corner said 4.737 acre tract, being on the south line of that certain 147.144 acre tract of land described in a deed to RSM Real Estate, LP of record in Document No. 201414715 of the Official Public Records of Bastrop County, Texas, and being the northwest corner of said 234.215 acre tract and the herein described tract;

THENCE, S 62°53'48" E, with the south line of said 147.144 acre tract and the north line of said 234.215 acre tract, at a distance of 3,922.44 feet passing a 1-inch iron pipe found for the southeast corner of said 147.144 acre tract and the southwest corner of that certain 139.723 acre tract of land described in a deed to Roger and Suzanne Mogonye of record in Volume 2039, Page 771 of the Official Public Records of Bastrop County, Texas, for a total distance of **4,832.13 feet** to a 5/8-inch iron rod found for the northeast corner of said 234.215 acre tract and the herein described tract, and being the northwest corner of that certain 42.158 acre tract of land described in a deed to Ward and Patsy Payne of record in Volume 647, Page 728 of the Official Public Records of Bastrop County, Texas;

THENCE, S 27°35'48" W, with the west line of said 42.158 acre tract and the east line of said 234.215 acre tract, at a distance of 1,298.23 feet passing a 5/8-inch iron rod found for the southwest corner of said 42.158 acre tract and the northwest corner of that certain 66.936 acre tract of land described in a deed to Jim V. and Katherine L. Mogonye of record in Volume 2343, Page 362 of the Official Public Records of Bastrop County, Texas, for a total distance of **2,036.79 feet** to a 1/2-inch iron rod with cap stamped "ZWA" set for the southeast corner of said 234.215 acre tract and the herein described tract, and being on the north line of that certain 103 acre tract of land described in a deed to Norma Jean Larson and Kelly Wayne Kastner of record in Volume 2296, Page 347 of the Official Public Records of Bastrop County, Texas;

THENCE, N 63°06'30" W, with the north line of said 103 acre tract and the south line of said 234.215 acre tract, at a distance of 3,287.28 feet passing the northwest corner of said 103 acre tract and the northeast corner of said 48.820 acre tract, for a total distance of **5,292.66 feet** to the **POINT OF BEGINNING** and containing 234.288 acres of land.

BEARING BASIS NOTE

BEARINGS ARE BASED ON TEXAS STATE PLANE CENTRAL ZONE 4203, NAD 83. STATION. ALL COORDINATES SHOWN HEREON ARE GRID AND CAN BE ADJUSTED TO SURFACE BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.00003. DISTANCES SHOWN HEREON ARE IN SURFACE, U.S. SURVEY FEET.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS §

That I, Gina Loftis-Franklin, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground December, 2017 and January, 2018 under my direction and supervision.

WITNESS MY HAND AND SEAL at Buda, Hays County, Texas this the 25th day of January 2018, A.D.

Zamora, L.L.C. dba "ZWA"
1435 South Loop 4
Buda, Texas 78610
512-295-6201
TX Firm No. 10062700



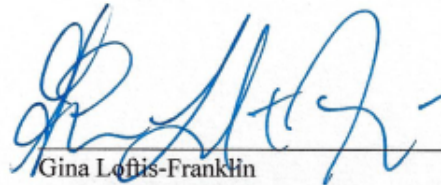

Gina Loftis-Franklin
Registered Professional Land Surveyor
No. 6087 – State of Texas

Exhibit "A-2"

Tract 2

LEGAL DESCRIPTION

DESCRIPTION OF 48.827 ACRE TRACT OF LAND, SITUATED IN THE THOMAS CHRISTIAN SURVEY, ABSTRACT NO. 20, IN BASTROP AND TRAVIS COUNTIES, TEXAS, BEING ALL OF THAT CERTAIN 24.41 ACRE TRACT (TRACT B) OF LAND DESCRIBED IN A PARTITION DEED TO RUSSELL FRANKLIN BOYD OF RECORD IN VOLUME 567, PAGE 545 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND ALL OF A 24.41 ACRE TRACT OF LAND CONVEYED TO RUSSELL FRANKLIN BOYD OF RECORD IN VOLUME 567, PAGE 545 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND ALL OF A 24.41 ACRE TRACT LAND DESCRIBED IN GENERAL WARRANTY DEED OF RECORD IN VOLUME 725, PAGE 633 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 48.827 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod found having Grid Coordinates of N=10110911.84, E=3221530.37 on the on the east right-of-way line of County Line Road, a variable width right-of-way, at the northwest corner of said 24.41 acre tract (Tract B) and being the southwest corner of a 234.288 acre tract described in a deed to CMH Parks, Inc. of record in Document No. 201807699, Official Public Record, Bastrop County, Texas, for the northwest corner of the herein described tract;

THENCE, S 63°06'26" E, departing the east right-of-way of County Line Road, with the common line of said 24.41 acre tract (Tract B) and said 234.288 acre tract, a distance of **2001.92** feet to a calculated point at the northeast corner of said 24.41 acre tract (Tract B) and being the northwest corner of a 103 acre tract of land described in a deed to Norma Jean Larson and Kelly Wayne Kastner of record in Volume 2296, Page 347 of the Official Public Records of Bastrop County, Texas, for the northeast corner of the herein described tract;

THENCE, S 27°10'16" W, departing the south line of said 234.288 acre tract, with the common line of said 24.41 acre tract (Tract B) and said 103 acre tract at 5.10 feet passing a 1/2" iron rod found and at 534.06 feet passing a 1/2" iron found disturbed at the southeast corner of said 24.41 acre tract (Tract B) and being the northeast corner of said 24.41 acre tract described in said Volume 725, Page 633, continuing with said common line of said 24.41 acre tract and said 103 acre tract, for a total distance of **1065.40 feet** to a 1/2" iron rod found on the north line of a 67 acre tract, more or less, described a warranty deed to the Cynthia Kreig & Sheldon Ray Johnson Living Trust, of record in Document No. 201810089, Official Public Record of Bastrop County, Texas, at the southeast corner of said 24.41 acre tract and being ell corner of said 103 acre tract, for the southeast corner of the herein described tract;

THENCE, N 62°50'09" W, departing the west line of said 103 acre tract, with the south line of said 24.41 acre tract, and being the north line of said 67 acre tract and a north line of a 3.006 acre tract described in a special warranty deed to Fausto C. Martinez and Maria Saucedo of record in Document No. 201108993, Official Public Records of Bastrop County, Texas, a distance of **2008.67 feet** to a 1/2" iron found on the east right-of-way line of said County Line Road, at the southwest corner of said 24.41 acre tract and being the northwest corner of said 3.006 acre tract, for the southwest corner of the herein described tract;

THENCE, N 27°32'17" E, with the east right-of-way of County Line Road and being the west line of said 24.41 acre tract and the west line of said 24.41 acre tract (Tract B), a distance of **1055.94** feet to the **POINT OF BEGINNING** and containing 48.827 acres of land.

BEARING BASIS

THE BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEMS (CENTRAL ZONE 4203), NAD83 (93). THE BEARINGS AND DISTANCES ARE GRID.

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

That I, G. Rene Zamora, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Buda, Hays County, Texas this the 22 day of January, 2019, A.D.

Zamora, L.L.C.
1425 South Loop 4
Buda, Texas 78610
512-295-6201
Tx. Firm No. 10062700



G. Rene Zamora
Registered Professional Land Surveyor
No. 5682 – State of Texas



EXHIBIT “B”

FORM OF DISTRICT JOINDER

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (the “Joinder Agreement”), dated as of _____, 201_, is executed by ALTESSA MUNICIPAL UTILITY DISTRICT (“District”), in connection with that certain Consent Agreement (the “Consent Agreement”) entered into by and between the CITY OF ELGIN, TEXAS, a home rule city located in Travis County, Texas (the “City”) and CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation doing business in Texas as BROHN HOMES, dated effective as of _____, 2019. Capitalized terms used herein but not otherwise defined herein shall have the definitions provided in the Development Agreement.

In accordance with the third introductory paragraph of the Consent Agreement, a copy of which is attached hereto as Exhibit “A” and incorporated herein for all purposes, the District executes this Joinder Agreement in order to become a Party to the Consent Agreement. Accordingly, the District hereby agrees as follows with City and Owner:

1. The District acknowledges and confirms that it has received a copy of the Consent Agreement and the schedules and exhibits thereto.

2. The District hereby acknowledges, agrees, and confirms that, by its execution of this Joinder Agreement, the District shall automatically be deemed to be a Party to the Consent Agreement, and shall have all of the rights and obligations of the District with regard to property within the District thereunder as if it had originally executed the Consent Agreement. The District hereby ratifies, as of the date hereof, and agrees to be bound by all of the terms, provisions and conditions contained in the Consent Agreement applicable to it to the same effect as if it were an original Party thereto.

3. This Joinder Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, and exclusive venue shall lie in Bastrop County, Texas.

IN WITNESS WHEREOF, the District has caused this Joinder Agreement to be duly executed by its authorized officer as of the day and year first above written.

ALTESSA MUNICIPAL UTILITY DISTRICT

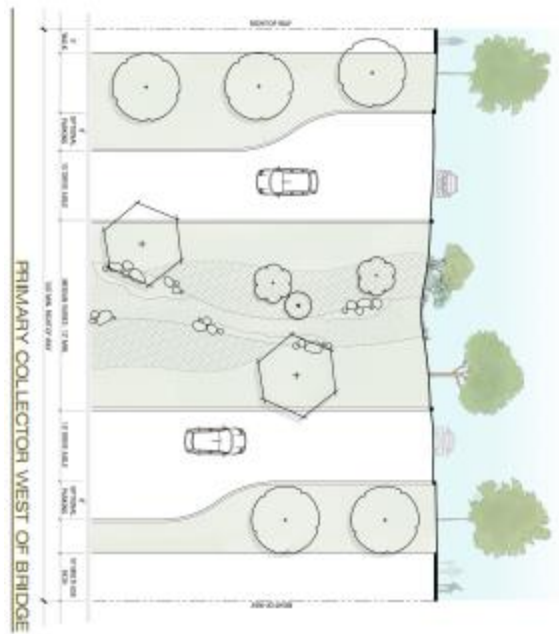
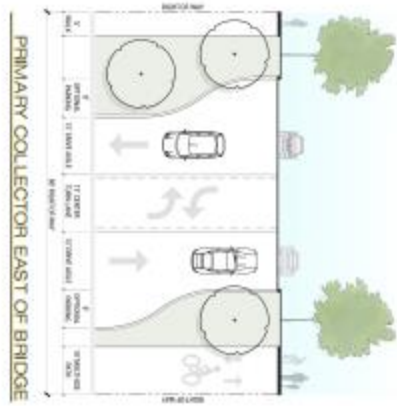
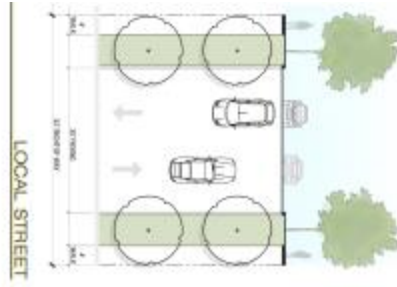
By: _____

Printed Name: _____

Title: _____

CONCEPT PLAN





ROADWAY CROSS-SECTION

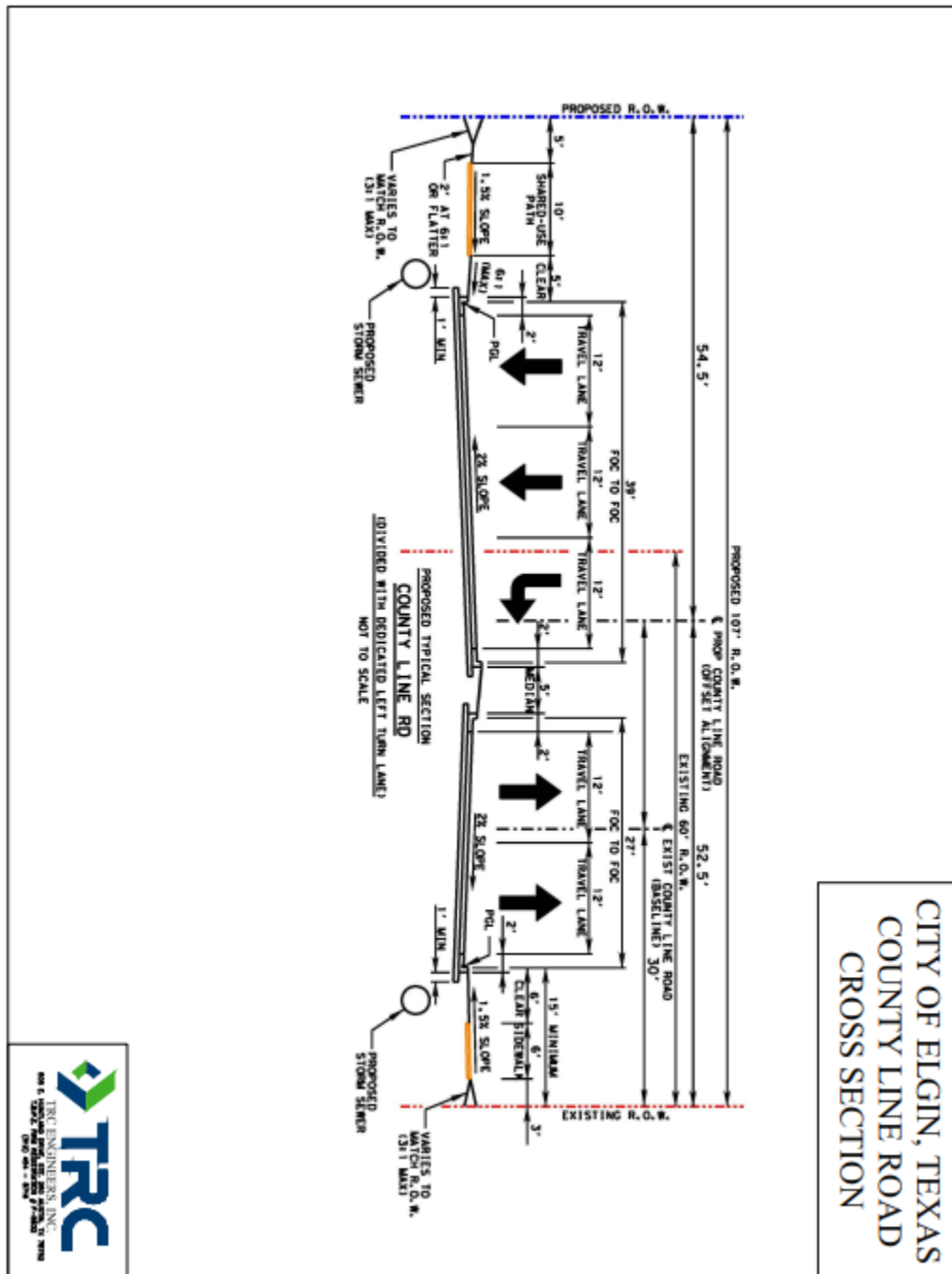


EXHIBIT “E”

FORM OF CONSENT RESOLUTION OF THE CITY

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS,
CONSENTING TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT TO BE
KNOWN AS ALTESSA MUNICIPAL UTILITY DISTRICT**

WHEREAS, the City of Elgin has received a Petition for Consent to Include Land in A Municipal Utility District, dated _____, 2019, a copy of which is attached hereto as Exhibit “A”; and

WHEREAS, the City wishes to evidence its support for the creation of the Altessa Municipal Utility District (“District”) within its extraterritorial jurisdiction by order of the Texas Commission on Environmental Quality (the “TCEQ”).

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

SECTION 1. That the City Council of the City of Elgin (“City”) hereby grants its consent to and permission for the creation of the District by order of the TCEQ or through other means within its extraterritorial jurisdiction which is described more fully in the field notes attached to Exhibit “A”, and the Mayor and City Secretary are hereby authorized to execute any documents necessary to effectuate this Resolution.

SECTION 2. That the City Council of the City further states that it has not relinquished any rights, duties or powers relating to the inclusion of the District within its extraterritorial jurisdiction and that while the City consents to the creation of the District, it does not release the area within the District from its extraterritorial jurisdiction.

SECTION 3. That this resolution take effect immediately from and after its passage.

DULY RESOLVED by the City Council of the City of Elgin, Texas, on the __the day of _____, 2019.

Mayor-at-Large Chris Cannon

ATTEST:

APPROVED:

Amelia Sanchez
City Secretary

Charlie Crossfield
City Attorney

[Petition for Consent to be attached as exhibit to final Consent Resolution]

EXHIBIT “F”

PERMITTED VARIANCES TO CITY DEVELOPMENT REQUIREMENTS

For the avoidance of doubt, the City acknowledges and agrees that the Property is located within the City’s extraterritorial jurisdiction and the Development will be subject only to City ordinances that apply to construction and operation of single-family residential subdivisions located within the City’s extraterritorial jurisdiction, which, as of the Effective Date, are Chapter 32 of the City’s Code of Ordinances (Signs) and Chapter 36 of the City’s Code of Ordinances (Subdivision) (together, the “Applicable Ordinances”).

The City hereby grants the following variances from the Applicable Ordinances:

1. Chapter 32 of the Applicable Ordinances shall not apply to the Development.
2. All references within Chapter 36 of the Applicable Ordinances to zoning and other City ordinances that only apply within the City’s corporate city limits shall not apply to the Development.
3. Sec. 36-29(h) – The Concept Plan shall expire upon termination of this Agreement.
4. Sec. 36-30(g) – A preliminary plat shall expire 10 years after the date of approval.
5. Sec. 36-79 – Alleys within the Development shall be: (i) exempt from all design criteria; (ii) public or private, at Developer’s election; (iii) constructed without curb and gutter of either asphalt or concrete, at Developer’s election; and (iv) a minimum of twelve feet (12’) in width for one way alleys and eighteen feet (18’) in width for two-way alleys.
6. Sec. 36-82(1) – All streets, secondary or minor, shall intersect at an angle of eighty degrees (80°) to one hundred degrees (100°).
7. Sec. 36-170 – All lots platted in subdivisions located within the Development shall be a minimum of 3,600 square feet.
8. Sec. 36-171 – All lots platted in subdivisions located within the Development shall be a minimum of thirty feet (30’) in width.
9. Sec. 36-202(a)(1) and (2) – Residential blocks for through streets shall be no longer than 1,600 feet measured along the center of the block, nor shorter than 500 feet. Maximum block length along a major street shall be 2,000 feet except under special conditions upon approval from the planning and zoning commission.

10. Sec. 36-313(b) – There shall be no cut or fill limitations for the construction of water quality basins, stormwater detention ponds, streets, driveways, utility infrastructure, floodplain mitigation or recreational/amenity ponds or other water features.

11. Sec. 36-366 – To the extent that the terms and provisions of Sec. 36-366 of the Applicable Ordinances and the terms and provisions of 30 Texas Administrative Code Chapter 217 conflict, the terms and provisions of 30 Texas Administrative Code Chapter 217 shall prevail and apply to the sanitary sewer system designed, permitted and constructed to serve the Development.

12. Sec. 36-370 – To the extent that the terms and provisions of Sec. 36-370 of the Applicable Ordinances and the terms and provisions of this Agreement conflict, the terms and provisions of this Agreement shall prevail and apply to dedication of parkland or payment of fees in lieu thereof for the Development.

Further, the City agrees that this Agreement, including all exhibits hereto, shall also serve as guidance for review and approval of any additional variances, waivers or other approvals not specifically provided in this Agreement, but necessary for construction of the Development as shown on the Concept Plan.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, CONSENTING TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT TO BE KNOWN AS ALTESSA MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration and approval of a Resolution formally consenting to the creation of a Municipal Utility District as contemplated in the Development Agreement between the City and Clayton Properties Group, Inc, dba Brohn Homes and the Altessa Municipal Utility District (“MUD”).

BACKGROUND:

Discussed at previous meetings; Clayton Properties Group, Inc, dba Brohn Homes (“Clayton/Brohn”) is the owner of 235+ acres of land located within the extraterritorial jurisdiction of the City, adjacent to the eastside of County Line Road in the area of the EHS campus. Clayton/Brohn intends to develop this land as "Altessa", a master-planned residential community that will include park and recreational facilities to serve the community; and will also include a land site for public safety.

Following a comprehensive due diligence process, has approved a Development and Consent Agreement, that is binding upon both parties and the associated Altessa MUD. Said Agreement includes a commitment on the part of the City to consent to the creation of the Altessa MUD in exchange for various commitments made by the developers.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Resolution formally consenting to the creation of the Altessa Municipal Utility District as described; and routine direction to staff, if any.

ATTACHMENTS:

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. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN,
TEXAS, CONSENTING TO THE CREATION OF A MUNICIPAL
UTILITY DISTRICT TO BE KNOWN AS ALTESSA MUNICIPAL
UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED
THERE TO**

WHEREAS, the City of Elgin has received a Petition for Consent to Include Land in a Municipal Utility District, dated July 26, 2019 a copy of which is attached hereto and marked as Exhibit “A”; and

WHEREAS, the City wishes to evidence its support for the creation of the Altessa Municipal Utility District (“District”) within its extraterritorial by order of the Texas Commission on Environmental Quality (the “TCEQ”); and

WHEREAS, the creation of the Altessa Municipal Utility District was previously contemplated through a Development Agreement executed by and between the City of Elgin and Clayton Properties Group, Inc. dba Brohn Homes.

**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 that the City Council hereby grants its consent to and permission for the creation of the Altessa Municipal Utility District by the TCEQ within its extraterritorial jurisdiction, which is described more fully in the field notes attached to Exhibit “A”; a copy of which being attached hereto and made part of this Resolution as if copied verbatim therein.

Section 2. That the Mayor and City Secretary are hereby authorized to execute any documents necessary to effectuate this Resolution.

Section 3. That the City Council further states that it has not relinquished any rights, duties or powers relating to the inclusion of the District in its extraterritorial jurisdiction and that while the City consents to the creation of the District, it does not release the area within the District from its extraterritorial jurisdiction.

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

Section 6. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 6th day of August, 2019.

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A TERMINATION OF ANNEXATION DEVELOPMENT AGREEMENTS WITH THE CLAYTON PROPERTIES GROUP, INC. DBA BROHN HOMES AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration and approval of a Resolution formally approving the termination of two (2) Annexation Development Agreements between the City and the prior owners of the property that is to become the Altessa Municipal Utility District (“MUD”).

BACKGROUND:

Discussed at previous meetings; Clayton Properties Group, Inc, dba Brohn Homes (“Clayton/Brohn”) is the owner of 235+ acres of land located within the extraterritorial jurisdiction of the City, adjacent to the eastside of County Line Road in the area of the EHS campus. Clayton/Brohn intends to develop this land as "Altessa", a master-planned residential community that will include park and recreational facilities to serve the community; and will also include a land site for public safety.

The City had previously executed Annexation Development Agreements with property owners Russell Franklin Boyd and the Kanak Living Trust, committing such property to annexation within the city limits under certain conditions. All such property, however, has now been acquired by the Clayton Properties Group, Inc, dba Brohn Homes – the developer of the Altessa MUD, which is now subject to a Development Agreement with the City – rendering these prior agreements moot.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Resolution formally approving the termination of two (2) Annexation Development Agreements, as described; and routine direction to staff, if any.

ATTACHMENTS: Resolution and Termination of Annexation Development Agreements document

{ } 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 COUNCIL OF THE CITY OF
ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A
TERMINATION OF ANNEXATION DEVELOPMENT
AGREEMENTS WITH THE CLAYTON PROPERTIES GROUP,
INC. DBA BROHN HOMES AND MAKING CERTAIN FINDINGS
RELATED THERETO**

WHEREAS, the City of Elgin and Russell Franklin Boyd entered into: (i) an Annexation Development Agreement dated December 23, 2015, recorded as Document No. 201516548 in the Official Public Records of Bastrop County, Texas, and as Document No. 2016002572 in the Official Public Records of Travis County, Texas; and (ii) an Annexation Development Agreement dated December 23, 2015, recorded as Document no. 201516549 in the Official Public Records of Bastrop County, Texas, and as Document No. 2016002573 in the Official Public Records of Travis County, Texas (collectively, the “*Boyd Agreements*”):

WHEREAS, the City and The Eugene R. & Judy A. Kanak Living Trust entered in an Annexation Development Agreement dated December 23, 2015, recorded as Document No. 201516544 in the Official Public Records of Bastrop County, Texas, and as Document No. 2016002571 in the Official Public Records of Travis County, Texas (the “*Kanak Agreement*”); and

WHEREAS, Clayton Properties Group, Inc. dba Brohn Homes is now the owner of the real property subject to said agreements; and

WHEREAS, The City and Clayton Properties Group, Inc. dba Brohn Homes are now mutually desirous of terminating the Boyd Agreements and the Kanak Agreement.

**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 that the Mayor is hereby authorized to and execute the *Termination of Annexation Development Agreement* with Clayton Properties Group, Inc. dba Brohn Homes, a copy of which is attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

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

Section 6. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 6th day of August, 2019.

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

TERMINATION OF ANNEXATION DEVELOPMENT AGREEMENTS

This Termination of Annexation Development Agreements (this “Termination”), effective as of _____, 2019 (the “Effective Date”) is entered into by and between **THE CITY OF ELGIN, TEXAS** (the “City”), and **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as Brohn Homes (“Brohn”).

A. The City and Russell Franklin Boyd entered into: (i) an Annexation Development Agreement dated December 23, 2015, recorded as Document No. 201516548 in the Official Public Records of Bastrop County, Texas, and as Document No. 2016002572 in the Official Public Records of Travis County, Texas; and (ii) an Annexation Development Agreement dated December 23, 2015, recorded as Document no. 201516549 in the Official Public Records of Bastrop County, Texas, and as Document No. 2016002573 in the Official Public Records of Travis County, Texas (collectively, the “Boyd Agreements”).

B. The City and The Eugene R. & Judy A. Kanak Living Trust entered in an Annexation Development Agreement dated December 23, 2015, recorded as Document No. 201516544 in the Official Public Records of Bastrop County, Texas, and as Document No. 2016002571 in the Official Public Records of Travis County, Texas (the “Kanak Agreement”).

C. Brohn is the owner of the real property subject to the Boyd Agreements and the Kanak Agreement.

D. The City and Brohn desire to terminate the Boyd Agreements and the Kanak Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the City and Brohn agree as follows:

1. Termination and Release. The Boyd Agreements and the Kanak Agreement are hereby terminated in their entirety and are of no further force or effect.

2. Binding Effect. This Termination shall be binding upon, and will inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns (including all subsequent owners of the Property).

3. Counterpart Execution. This Termination may be executed in multiple counterparts, each of which will be an original, but all of which will constitute one instrument.

EXECUTED by the City and Brohn on the separate counterpart signature pages attached to this Termination, all to be effective as of the Effective Date.

[Remainder of page intentionally left blank. Signature pages follow.]

COUNTERPART SIGNATURE PAGE FOR ATTACHMENT TO
TERMINATION OF ANNEXATION DEVELOPMENT AGREEMENTS

Executed by the undersigned on the date set forth hereinbelow.

CITY:

CITY OF ELGIN, TEXAS

By: _____
Chris Cannon, Mayor

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me this ____ day of _____, 2019 by Chris Cannon, Mayor of the City of Elgin, Texas, on its behalf.

(SEAL)

Notary Public Signature

COUNTERPART SIGNATURE PAGE FOR ATTACHMENT TO
TERMINATION OF ANNEXATION DEVELOPMENT AGREEMENTS

Executed by the undersigned on the date set forth hereinbelow.

BROHN:

CLAYTON PROPERTIES GROUP, INC., a
Tennessee corporation doing business in Texas as Brohn
Homes

By: _____
Adam B. Boenig, Vice President

THE STATE OF TEXAS §

COUNTY OF _____§

This instrument was acknowledged before me this ____ day of _____, 2019 by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

(SEAL)

Notary Public Signature



Elgin City Council Meeting Agenda Item Executive Summary

ITEM:

DEPARTMENT: Community Development

PROPOSED ACTION: A RESOLUTION OF THE CITY OF ELGIN, TEXAS ADOPTING A PUBLIC ART PLAN FOR DOWNTOWN ELGIN AND MAKING CERTAIN FINDINGS RELATED THERETO.

BACKGROUND:

The Public Art plan for Downtown Elgin was presented to City Council in July. The plan includes a review process and clarifies that any public art installations in the historic district would be reviewed by the Historic Review Board. Property owner participation and approval is required in the process as well. The plan requires that maintenance of the art installation and professional expertise of the artists involved be addressed. The Main Street Board and Historic Review Board recommend the plan to city council in hopes that it will help guide future investment, provide a process for reviewing and selecting public art projects, and acknowledge the interest the community has in supporting public art in Elgin.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { X } included { } not included in the current-year budget { } N/A At this time public art projects are being funded through the Main Street program.

RECOMMENDATION:

Approve a resolution of the City of Elgin, Texas adopting a public art plan for downtown Elgin and making certain findings related thereto

ATTACHMENTS:

Resolution and Downtown Public Art Plan attached.

{ } 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 ADOPTING A PUBLIC
ART PLAN FOR DOWNTOWN ELGIN AND MAKING CERTAIN FINDINGS
RELATED THERETO**

WHEREAS, the Elgin Main Street Program Design Team developed the Public Art Plan to establish a process for public art in the downtown and to encourage the development of public art; and,

WHEREAS, the Public Art Plan will enhance the overall appeal and vibrancy of downtown through public art in order to increase economic development and community attachment; and

WHEREAS, the Public Art Plan will celebrate Elgin's uniqueness by engaging local artists, craftspeople, business owners, and property owners to create permanent and temporary works in downtown; and

WHEREAS, the Public Art Plan identifies community priorities for public art, and creates a process for developing public art; and

WHEREAS, the Elgin Main Street Board recommended this plan for adoption by City Council after public participation opportunities; and,

WHEREAS, the Historic Review Board reviewed and recommended the Public Art Plan to City Council; and

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

Section 1. That the above recitals are true and correct; and the City of Elgin does hereby adopt a Public Art Plan for Downtown Elgin, a copy of which is being attached hereto and made part of this Resolution as if copied verbatim therein.

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

PASSED AND ADOPTED this 6th day of August 2019.

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary
City of Egin, Texas

A PUBLIC ART PLAN FOR DOWNTOWN ELGIN

A project by the Elgin Main Street Board Design Committee



Online at elgintx.com & on Facebook at VisitElginTX



“Art is too important not to share”

– Romero Britto

Contents

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About the Plan

The Design Committee is one of the structured Four Point committees created as part of implementation of the Main Street Four Point Approach™ by the Elgin Main Street Program. We work to further the Elgin Main Street Board's overall downtown revitalization efforts by focusing on design and placemaking in the district. The committee is all-volunteer with support from the city's Community Development Director. We focus on Downtown Elgin's Historic District. See map on page 24.

The committee was refreshed in late 2017 and at that time decided on public art as a focus given the experience and interest of the members. After a public process that included installations and events to generate a community conversation, this plan was drafted. It is meant to guide downtown stakeholders about what kind of art the community wants and establish a process for artists, business owners, and property owners to create and install works of art.

How to Get Involved

We'd love everyone interested in art and making their community better to get involved. Whether you are an artist, business owner or property owner, the Design Committee can serve as an advocate for you and your project. We can offer: 1.) guidance with the application process; 2.) design expertise through the Texas Main Street program; 3) volunteers; 4) a small budget for materials; and 5) media exposure and promotional support. We may also issue special calls for artists for funded projects.

To discuss a project with the committee or begin an application, contact Amy Miller at amiller@ci.elgin.tx.us or 512-229-3213.

Committee Members

Krystal Carlson. *community member at large*

Jerry Garcia. *downtown property owner, developer*

Katy Gassaway. *downtown business owner, main street board member*

Melissa Ladd. *downtown property owner, artist*

Emily Koller. *committee chair, historic review board member*

Amy Miller. *community development director*

Ellyn Rivers. *youth liaison, artist*

Margo Sawyer. *downtown property owner, artist*

Partners

All Public Art Lovers in Elgin

Community Development Department, City of Elgin

Downtown Business and Property Owners

Elgin Arts Association

Elgin Art Studio Tour Committee

Elgin Main Street Board

Elgin Historic Review Board

Parks and Recreation Department, City of Elgin

April 29, 2019

What is Public Art?

Public art is exactly that, art in public spaces. It can take a wide range of forms, sizes, and scales—and can be temporary or permanent. Public art can include murals, sculpture, memorials, integrated architectural or landscape architectural work, community art, digital new media, and even performances and festivals.

What distinguishes public art is the unique association of how it is made, where it is, and what it means. Public art can express community values, enhance our environment, transform a landscape, heighten our awareness, or question our assumptions. Placed in public sites, this art is there for everyone, a form of collective community expression.

The Knight Foundation's Soul of the Community initiative surveyed some 43,000 people in 43 cities and found that "social offerings, openness and welcome-ness," and, importantly, the "aesthetics of a place – its art, parks, and green spaces," ranked higher than education, safety, and the local economy as a "driver of attachment."

<https://knightfoundation.org/sotc/>



Why Public Art Matters

Adapted from the Americans for the Arts, 2018

1. Economic Growth and Sustainability. By engaging in public art as a tool for growth and sustainability, communities can thrive economically. Seventy percent of Americans believe that the “arts improve the image and identity” of their community.

2. Attachment and Cultural Identity. Public art directly influences how people see and connect with a place, providing access to aesthetics that support its identity and making residents feel appreciated and valued. Aesthetics is one of the top three characteristics why residents attach themselves to a community.

3. Artists as Contributors. Providing a public art ecosystem supports artists and other creatives by validating them as important contributors to the community. Artists are highly entrepreneurial. They are 3.5 times more likely than the total U.S. work force to be self-employed.

4. Social Cohesion and Cultural Understanding. Public art provides a visual mechanism for understanding other cultures and perspectives, reinforcing social connectivity with others. Seventy-three percent of Americans agree that the arts “helps me understand other cultures better.”

5. Public Health and Belonging. Public art addresses public health and personal illness by reducing stress, providing a sense of belonging, and addressing stigmas towards those with mental health issues. Public art is noted as slowing pedestrians down to enjoy their space and providing a positive impact on mood.



Public Art Plan Summary

Short-Term Goals:

1. Engage the community in a conversation about public art.
2. Create temporary art installations that allow everyone to contribute to them and enjoy.

Long-Term Goals:

1. Enhance the overall appeal and vibrancy of downtown through public art in order to increase economic development and community attachment.
2. Celebrate Elgin's uniqueness by engaging local artists, craftspeople, business owners, and property owners to create permanent works in downtown.
3. Create a sustainable source of funds for public art and placemaking projects.

Activities to Date:

Fall 2017: Design committee refresh, selected public art as focus.

December 2017: Snowflake pop-up installation.

January 2018: Public art open house with community preference activity.

May 2018: Love Elgin TX pop-up installation during studio tour.

Fall 2018: Benches and trashcan painting and installation.

December 2018: Holiday light mini-installations.

Community Preferences:

Type of Art

1. Landscape Installations
2. Functional Art (benches, bike racks, etc.)
3. Light Installations

Location

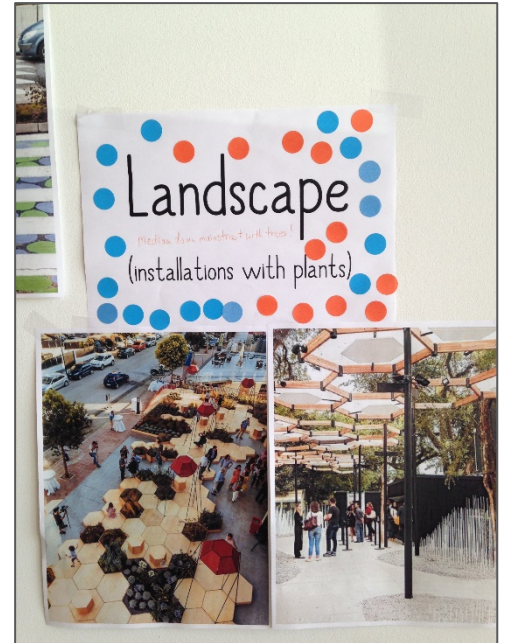
1. Streetscape
2. Building Exteriors
3. Gateways to Downtown

Community Input

Below are the community preference vote tallies from the January 2018 Open House and accompanying Facebook Album posted on the city's page.

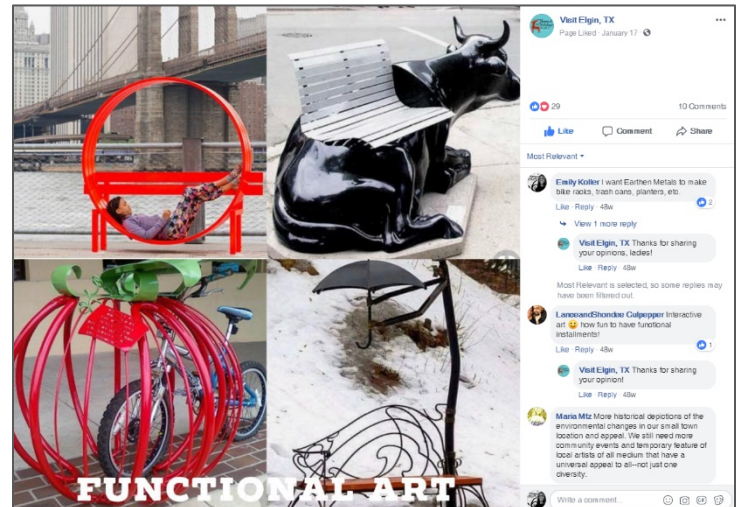
Project Types

1. Landscape (Installations with Plants) – 55
2. Functional Art (Benches, bike racks, etc.) – 52
3. Light Installations – 45
4. Murals (Traditional) – 41
5. Murals (Abstract/Contemporary) – 32
6. Sculpture (Abstract/Contemporary) – 28
7. Changing/Temporary – 20
8. Water Feature – 18
9. Sculpture (Traditional) – 15
10. Memorials – 9



Project Locations

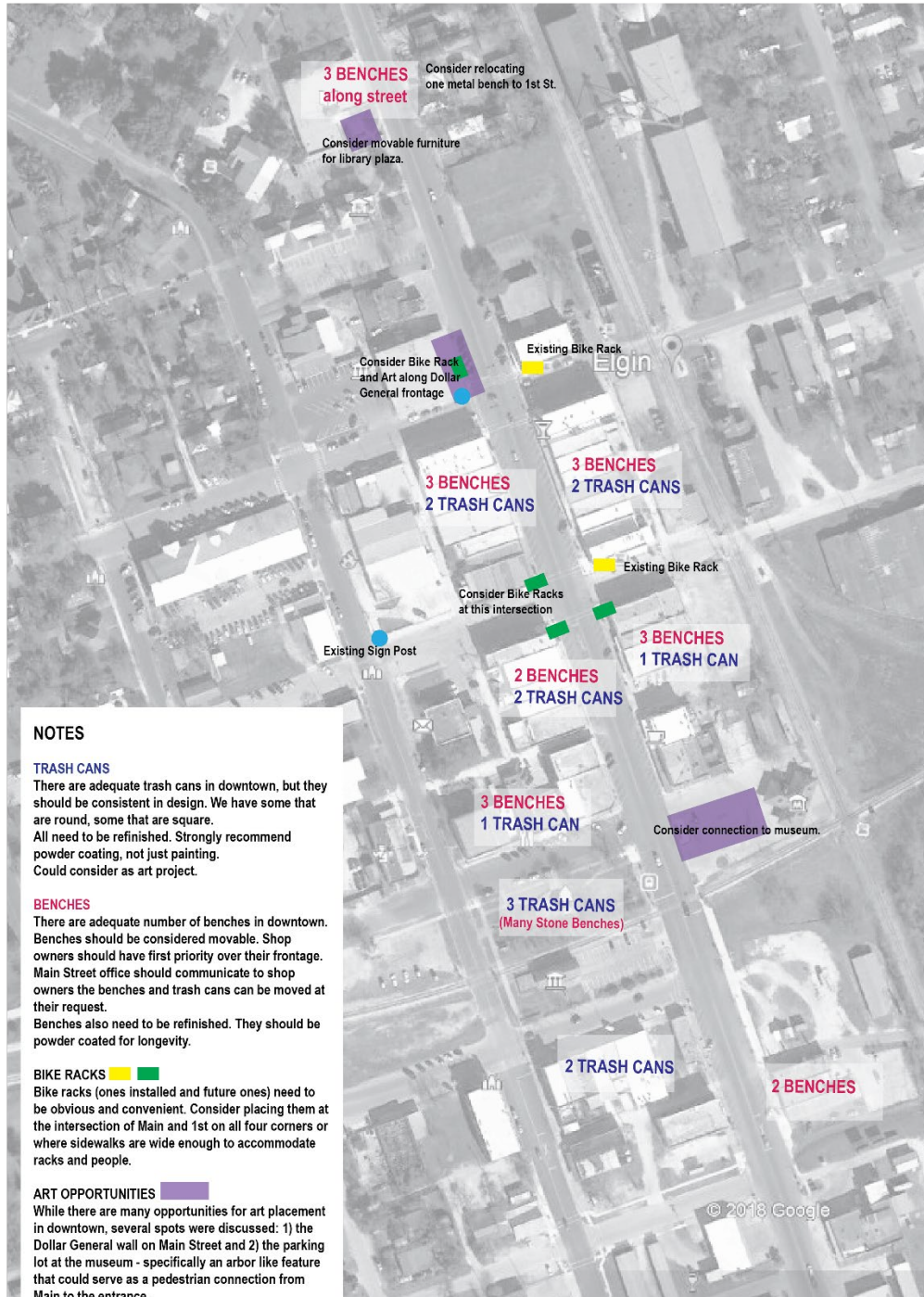
1. Streetscape (sidewalks) – 35
2. Building Exteriors – 22
3. Gateways to Downtown – 14
4. Vacant Lots – 11
5. Alleys – 10
6. Gateways to Elgin – 6



Inventory

Elgin Main Street Board Design Committee Walking Inventory Notes

Wednesday, January 24, 2018



NOTES

TRASH CANS

There are adequate trash cans in downtown, but they should be consistent in design. We have some that are round, some that are square. All need to be refinished. Strongly recommend powder coating, not just painting. Could consider as art project.

BENCHES

There are adequate number of benches in downtown. Benches should be considered movable. Shop owners should have first priority over their frontage. Main Street office should communicate to shop owners the benches and trash cans can be moved at their request. Benches also need to be refinished. They should be powder coated for longevity.

BIKE RACKS

Bike racks (ones installed and future ones) need to be obvious and convenient. Consider placing them at the intersection of Main and 1st on all four corners or where sidewalks are wide enough to accommodate racks and people.

ART OPPORTUNITIES

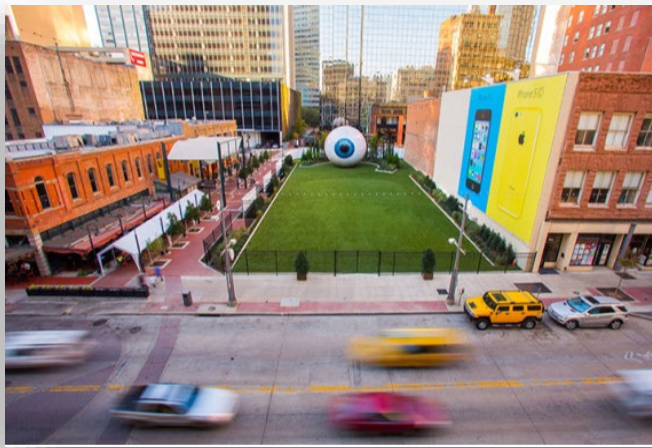
While there are many opportunities for art placement in downtown, several spots were discussed: 1) the Dollar General wall on Main Street and 2) the parking lot at the museum - specifically an arbor like feature that could serve as a pedestrian connection from Main to the entrance.

OTHER NOTES

Consider:

- Clustering street furniture like Georgetown square
- Using decommissioned utility poles for signage

Inspiration



Project Photos

Snowflake Pop-Up: January 2017



Open House: January 2018



Love Elgin TX heart-making at Sip, Shop and Stroll: April 2018



Colorful Benches and Landscaping Pop-Up: May 2018



Bench and Trashcan Installation: Fall 2018



Future Funding

The Public Art committee will work on grant applications to fund specific projects. However, one of the goals is to establish a permanent source of funds to support installation and maintenance. Options may include:

- Municipal Hotel Occupancy Taxes (HOT)

This would direct a fixed amount or fixed percentage annually of the collected HOT funds to public art activities. The distribution of these funds could be managed either through the Main Street Board (downtown only) or an appointed Arts Commission (community-wide). Criteria, in addition to the guidelines in this plan, could be established.

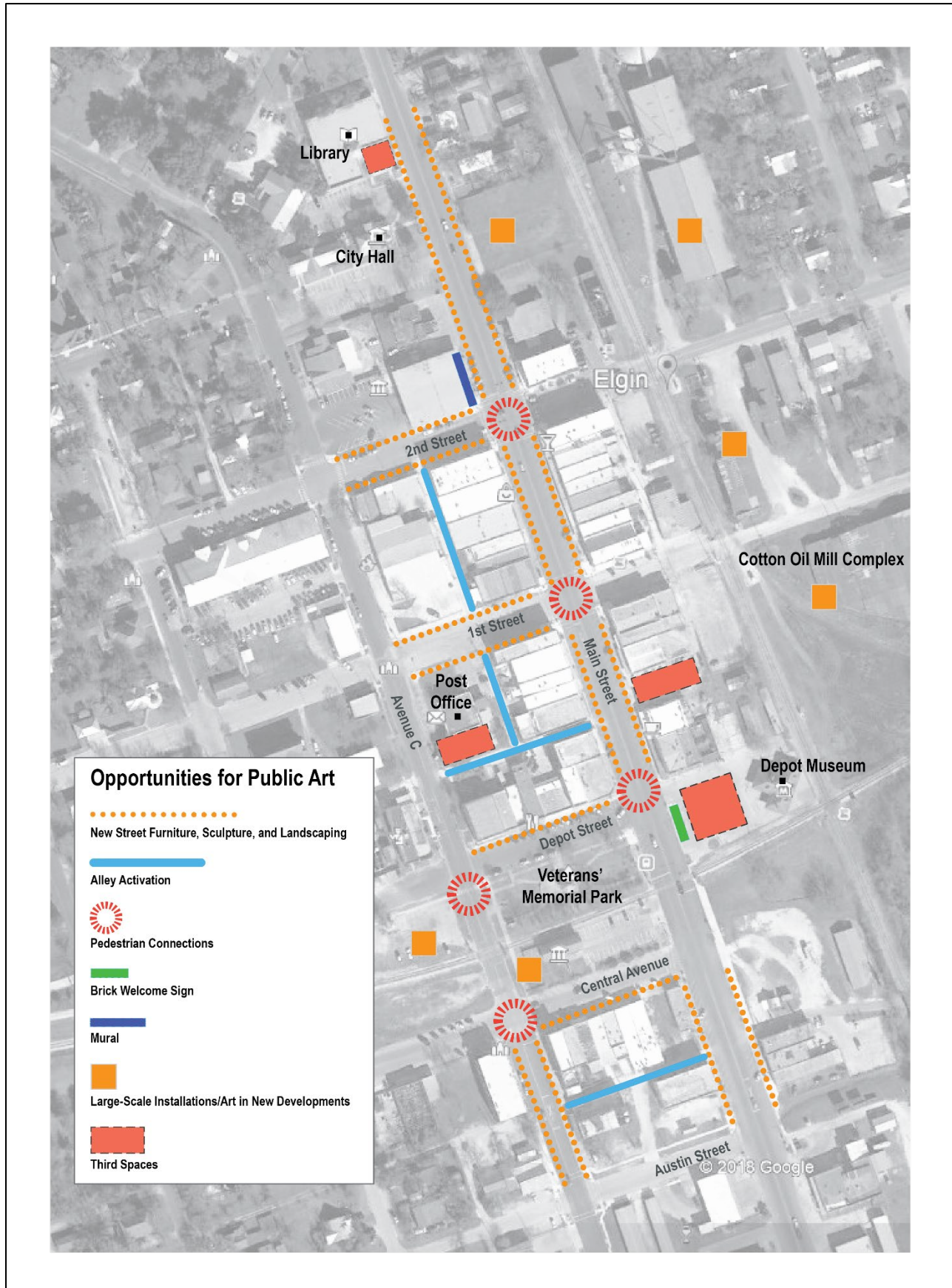
- Percent for Art Program

Through city ordinance, this establishes that a fixed percentage of the total cost for capital improvement projects be dedicated to works of art. Typically a portion of funds is spent on art within the improvement and a portion is deposited into a separate account that can be used on art anywhere.

- Developer Partnerships

Public art can be used as an incentive for new development. An installation can be used as a way of meeting certain requirements (such as street trees, parking, and sidewalks) or a fee-in-lieu program could be established similar to parkland dedication requirements.

Map of Opportunities



Future Projects

The following pages feature a list of projects to guide interested artists, business owners, and property owners, as well as the Design Committee's work. These align with the plan goals and the community's preferences. The projects generally fall under two categories:

- Creating a more vibrant streetscape.
- Engaging the community and visitors through public art.

The committee strives to work on one big project a year while continuously doing smaller, temporary installations. With additional partnerships and an eventual funding source, more will be accomplished each year. Other projects may be proposed by interested artists, business owners or property owners so long as they meet the goals of the plan and are consistent the guidelines.



1. STOREFRONTS: Work with property owners and business owners on simple ways to add plants, seating and display items to enhance the appeal of their storefronts.



Creating a more vibrant streetscape.

2. BENCHES & TRASH CANS: Upgrade existing benches and trash cans over time adding color and new materials.



Creating a more vibrant streetscape.

3. NEW STREET FURNITURE: Add new street furniture, like bike racks and benches, that is also public art using local artists and craftspeople.



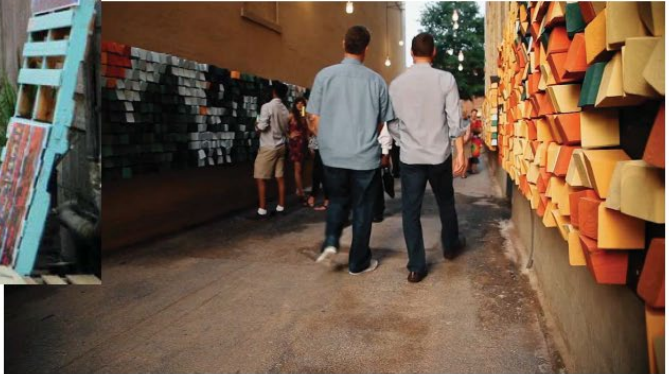
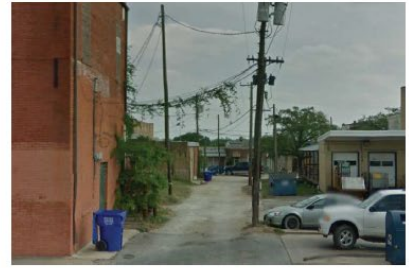
Creating a more vibrant streetscape.

4. SIDEWALK SCULPTURE AND LANDSCAPING: Designate areas for small, permanent installations that may include planters, native landscaping and sculpture on the sidewalks such as the Sculpture on Main program in Smithville.



Creating a more vibrant streetscape.

5. ALLEYS: Add color and interest to the alleys especially as residential uses increase in downtown.



Creating a more vibrant streetscape.

6. PEDESTRIAN CONNECTIONS: Use paint to help pedestrians cross streets and make it more interesting to walk to places like the Depot Museum.



Creating a more vibrant streetscape.

7. TEMPORARY: Continue ongoing temporary installations that everyone can enjoy.



Engaging the community and visitors with public art.

8. BRICK WELCOME SIGN: Design an Elgin, TX sign out of local brick to be placed at museum parking lot.



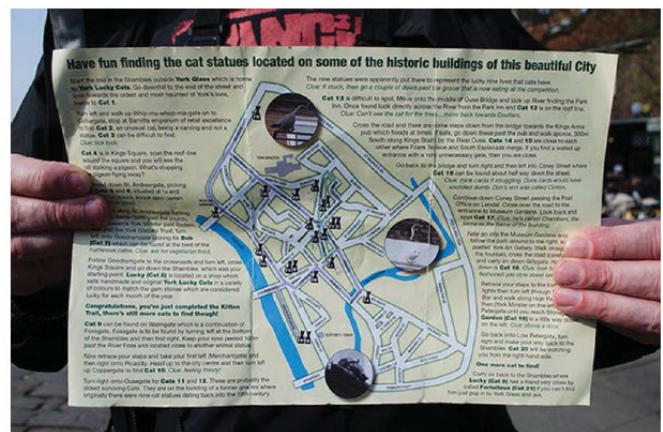
Engaging the community and visitors with public art.

9. MURAL: Create a mural on the brick wall at Dollar General, one of the gateways to downtown.



Engaging the community and visitors with public art.

10. SCULPTURE SCAVENGER HUNT: Develop a scavenger hunt using small pig sculptures hidden around downtown based on the York Cat Trail in York, England.



Engaging the community and visitors with public art.

11. LARGE-SCALE INSTALLATIONS: Dedicate space and funds for large-scale works by Elgin's well-known public art artists in parks and new development in/around downtown.



Engaging the community and visitors with public art.

12. THIRD SPACES: Create outdoor hang out places with green grass, kid-friendly features, places to sit and things people want to photograph.



Engaging the community and visitors with public art.

How To Propose A Public Art Project

To further public art efforts, the Elgin Main Street Board and Design Committee has created a process for the submission and approval of public art projects in Elgin's Downtown Historic District (see map on page 23). As interest expands and capacity increases, the program can be implemented throughout Elgin.

Public Art Project Application Process

1. Applications for new outdoor installations are submitted to the Community Development Director and reviewed by the Design Committee composed of community stakeholders and artists.
2. A recommendation is made to the Main Street Board and to the Historic Review Board based on the public art guidelines.
3. Both boards review the application. The Historic Review Board will review location, placement, and installation methods using historic preservation standards and guidelines. The Main Street Board reviews the proposal using the same guidelines as the Design Committee.
4. If approved by both boards, the Community Development Director will send a notice of approval and the applicant may proceed with the project.
5. Project proposals may be temporary or permanent. Permanent projects must demonstrate a long-term (5-year) maintenance plan.

Public art review guidelines are included in Appendix 3.

Appendices

Appendix 1. Elgin Downtown Historic District Map



Appendix 2. Public Art Case Studies

Smithville, *Richard D. Latham Cultural District and Sculpture on Main Program*

Smithville's Richard D. Latham Cultural District was established in 2013 as a partnership between the City of Smithville and the Lost Pines Arts Alliance. The Cultural District designation is a program through the Texas Commission on the Arts designed to harness the power of cultural resources to stimulate revitalization. A Cultural District Steering Committee, comprised of members of the LPAA, city officials, historians, community leaders, and building owners, oversees the various programs. Their mission is to use Arts, History, and Culture for Economic Development purposes to enhance the quality of life for residents and visitors.



Artist Stephanie Shroyer installs "Double-Sided" Waterfall. Fran Hunter, Smithville Times

Smithville's Public Art Program includes sculptures, murals, painted fire hydrants and other unique mediums. The Sculpture on Main Program began in 2016 utilizing a \$1,000 grant from the Texas Commission on the Arts as matching funds along with financial support from the City of Smithville, Lost Pines Arts Alliance, Keep Smithville Beautiful and other area sponsors. The grant covered the cost of building permanent pedestals on Main Street as well as artist stipends. Artists apply annually and eight winners are offered a \$250 transport stipend. The top three artists, as voted on by the public, receive additional stipends of \$500, \$300, and \$200 respectively. The art is placed on permanent pedestals for one year. Each sculpture is for sale to the public and the district is promoted as an attraction.

Bastrop, *Art in Public Places Program*

Bastrop Art in Public Places assists the Bastrop City Council in the selection, display, and maintenance of art in the city of Bastrop, and acquiring art by purchase, loan, or donation for public enjoyment. They advocate for the positive role art and design can play in the city of Bastrop collaborating with the City of Bastrop, community members, and artists. The BAIPP Board is appointed by the Bastrop City Council and Mayor. The BAIPP periodically releases Artist Calls often focusing on sculpture and 2D artwork. The program is funded primarily through Municipal Hotel Occupancy Tax funds.



Night Song, John Maisano

Appendix 3. Downtown Elgin Public Art Guidelines

Overview

Public art is an investment in a community's unique identity and its cultural cohesiveness. It can support heritage tourism, economic development and public health goals. It can be an avenue for involving youth and others in artistic expression. To better serve these purposes, the Elgin Main Street Board's Design Committee has created the following guidelines to proactively support local artists and foster the creation of art in downtown.

New outdoor installations must follow an application submittal process by working with the City of Elgin's Community Development Director. Proposals are reviewed by the Main Street Board Design Committee composed of community stakeholders and artists. A recommendation is made by the Committee and the final proposal must be approved by both the Main Street Board and Historic Review Board. Installations may include: murals, sculpture, light exhibitions, or functional art. As funding becomes available, special calls for artists may be issued, but applications may be submitted at any time.

Public Art Application Requirements

1. A complete application must be submitted to the Design Committee.
2. The application must clearly state whether the installation is permanent or temporary. If permanent, the project must use high quality, durable materials that will last a minimum of five years and are resistant to weather and ultraviolet deterioration.
3. The application must include signed permission from the building or property owner who must commit to keep the installation unchanged for a minimum of five years and to help maintain the artwork during that time. If application is submitted as a temporary proposal, this is not required.
4. The proposal must demonstrate that the artwork will be painted or installed on a surface and structure that is stable and ready. Historic materials cannot be damaged or obstructed as a result of the installation.
5. There must be a plan for installation that insures the safety of artists and the public, and that does not impede public access. In the event that the safety plan submitted is not being adhered to, the City of Elgin has the right to stop work until such time that safety issues or concerns are addressed by the artist.

Public Art Design Review Guidelines

Artwork must meet standards of artistic quality and suitability for the downtown historic district. Review and recommendation will be based upon the following guidelines:

1. Local Commitment: The proposal demonstrates a commitment to supporting local artists, craftspeople, business owners, and property owners.
2. Accessibility: Artwork must be accessible to the public.
3. Artistic quality: Artwork illustrates strength of the artist's concept and demonstrated technical skills and experience.
4. Context: Artwork is appropriate to the architecture, geographic, socio-cultural and historic setting in scale and expression.
5. Feasibility: There is a reasonable budget, timeline, and adequate qualifications of participants.
6. Originality: Artwork demonstrates unique expression.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM:

DEPARTMENT: Community Development

PROPOSED ACTION: A RESOLUTION SUPPORTING CITY OF ELGIN APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2019 TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) / SAFE ROUTES TO SCHOOL-INFRASTRUCTURE (SRTS) CALL FOR PROJECTS

BACKGROUND:

The City of Elgin submitted a preliminary application for this grant program call earlier in the year and has been selected to submit a detailed application that is due August 15. The Sidewalk project includes creating sidewalk on South Main Street from Brenham Street to Alamo Street, continuing on Alamo, Nina, and Martin Luther King Boulevard to complete missing sections of sidewalk and establish a complete route to Booker T Washington Elementary School and Thomas Memorial Park. The project includes creating missing sections of sidewalk on North Main Street from Lexington Road to 11th Street to establish a complete route connecting downtown Elgin to Elgin Elementary School, Family Health Center at Elgin ISD on 2nd Street, Elgin Recreation Center, Elgin Middle School, Neidig Elementary, Elgin High school and ACC. The project is estimate at \$710,226. If the project is awarded, the City can provide up to a 20% match apprx \$140,000.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { } included { } not included in the current-year budget { } N/A . Funding would be addressed through the current budget process or could be included in a future bond program.

RECOMMENDATION:

Approve a resolution of the City of Elgin, Texas supporting City of Elgin application to the Texas Department of Transportation's 2019 Transportation Alternatives set-aside (TASA) / Safe Routes to School-infrastructure (SRTS) call for projects.

ATTACHMENTS:

Resolution attached.

{ } 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.

A RESOLUTION SUPPORTING CITY OF ELGIN APPLICATION TO THE TEXAS
DEPARTMENT OF TRANSPORTATION'S 2019 TRANSPORTATION ALTERNATIVES
SET-ASIDE (TASA) / SAFE ROUTES TO SCHOOL-INFRASTRUCTURE (SRTS) CALL
FOR PROJECTS

WHEREAS, the Texas Department of Transportation (TxDOT) issued a call for projects in February 2019 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TASA) and/or Safe Routes to School-Infrastructure (SRTS) Programs; and

WHEREAS, the TASA funds may be used for construction of pedestrian and/or bicycle infrastructure. The TASA funds require a local match comprised of cash plus in-kind contributions, if any. As the Project Sponsor, the Local Government would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TASA funds; and

WHEREAS, the City of Elgin is prepared to provide a 20% match approximately \$140,000 for the project, and

WHEREAS, the SRTS funds may be used for development of plans, specifications, and estimates; environmental documentation; and construction of pedestrian and/or bicycle infrastructure. The SRTS funds do not require a local match. As the Project Sponsor, the Local Government would be responsible for all non-reimbursable costs and 100% of overruns, if any, for SRTS funds;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN THAT: The City Council supports funding the project. Elgin Schools to Downtown Connections Project, as described in the Local Government's 2019 TASA/SRTS Detailed Application (including the construction budget, TxDOT's administrative cost, and the required local match, if any) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing. The City of Elgin is willing and able to authorize, by resolution or ordinance, the Local Government to enter into an agreement with TxDOT should the project be selected for funding.

DULY PASSED by majority vote of all members of the City of Elgin of the Local Government on the 6th day of August, 2019.

.

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

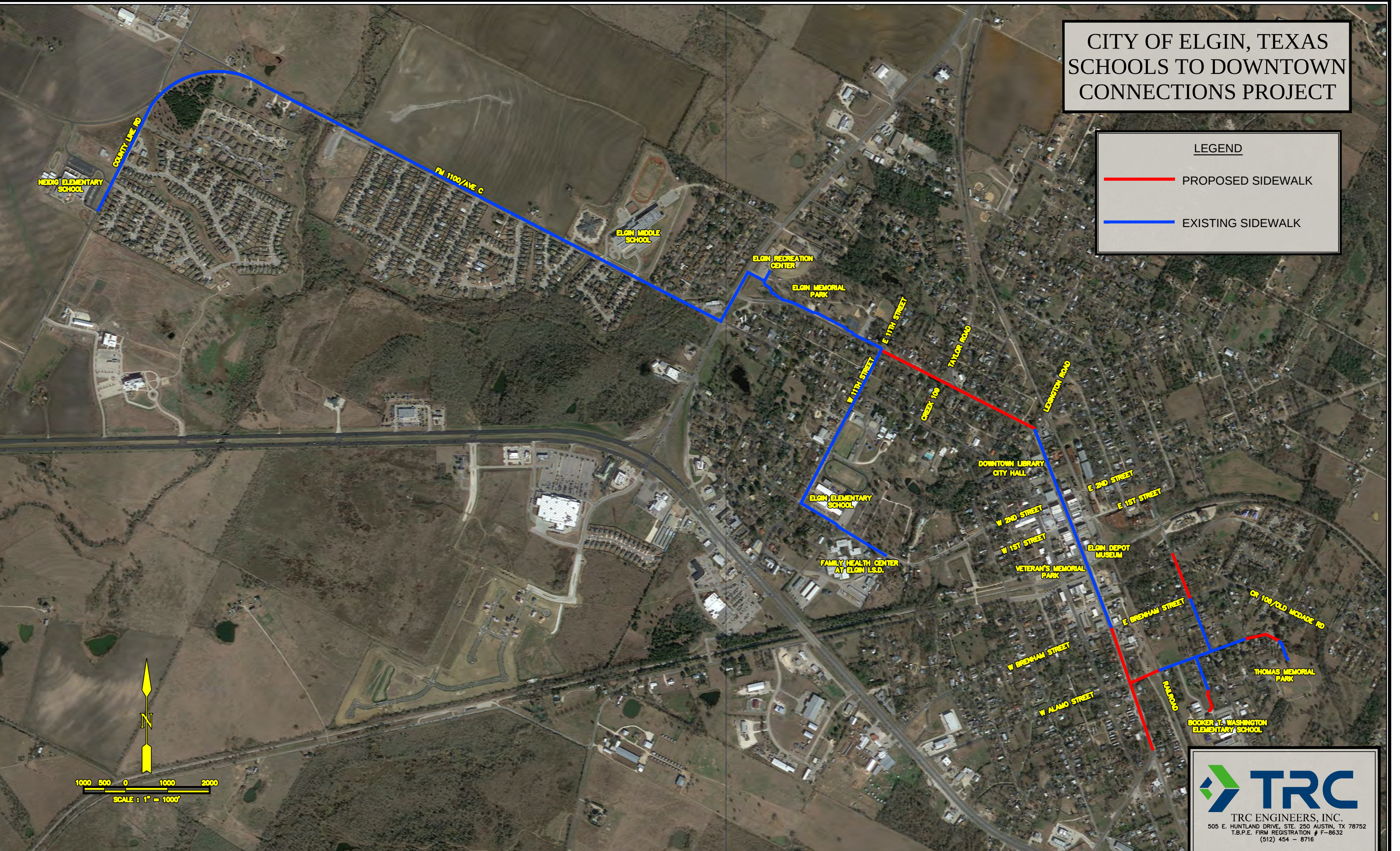
AMELIA SANCHEZ, City Secretary
City of Egin, Texas

CITY OF ELGIN, TEXAS SCHOOLS TO DOWNTOWN CONNECTIONS PROJECT

LEGEND

PROPOSED SIDEWALK

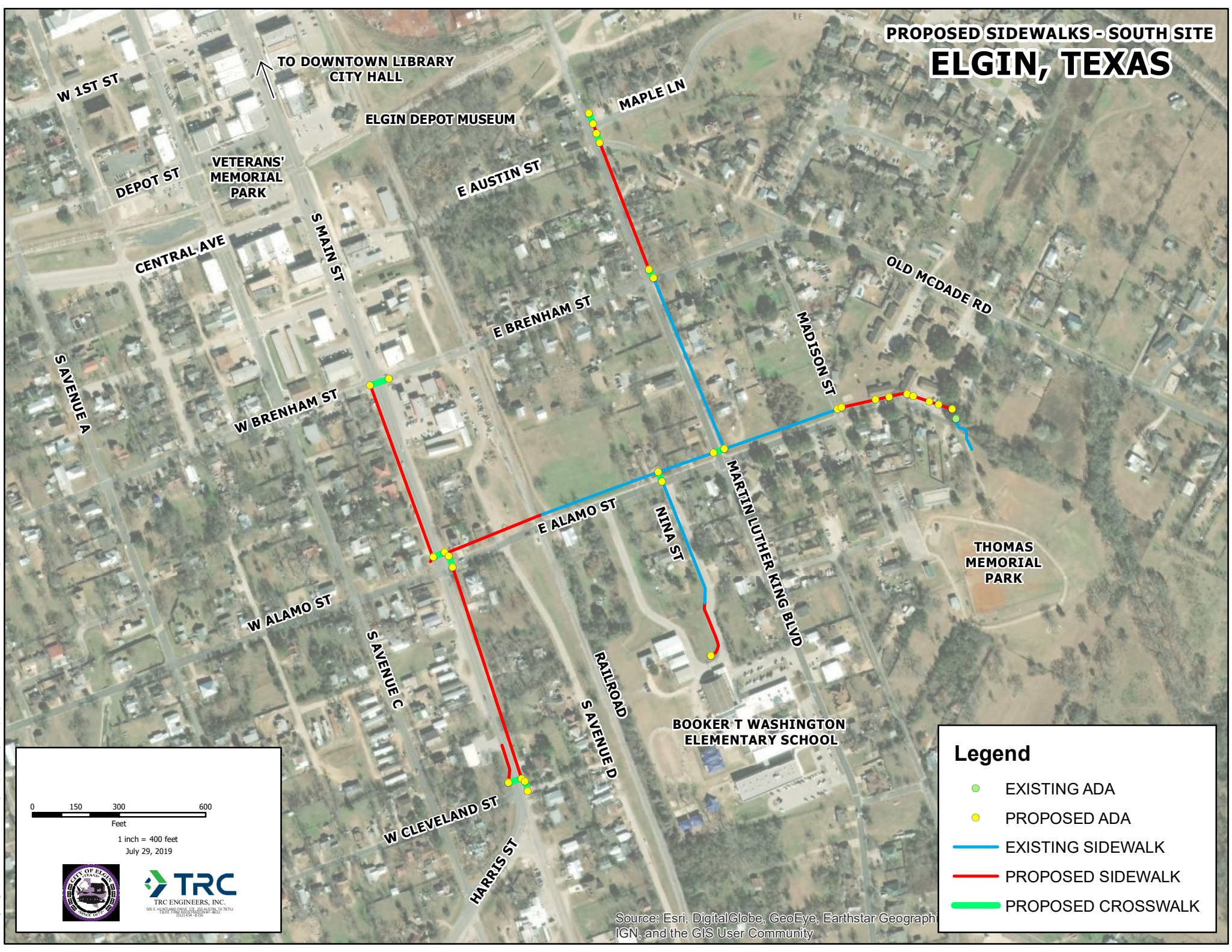
EXISTING SIDEWALK





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

PROPOSED SIDEWALKS - SOUTH SITE ELGIN, TEXAS



0 150 300 600
Feet

1 inch = 400 feet
July 29, 2019



TRC
TRC ENGINEERS, INC.
1001 W. HIGHTOWER BLVD., SUITE 200
ELGIN, TEXAS 75752
(817) 271-7872

Legend

- EXISTING ADA
- PROPOSED ADA
- EXISTING SIDEWALK
- PROPOSED SIDEWALK
- PROPOSED CROSSWALK

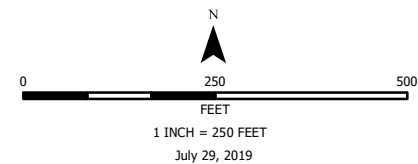
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics,
IGN, and the GIS User Community

ELGIN, TEXAS

TO ELGIN MEMORIAL PARK
ELGIN RECREATION CENTER
NEIDIG ELEMENTARY SCHOOL

TO ELGIN ELEMENTARY SCHOOL
FAMILY HEALTH CENTER OF ELGIN I.S.D.

DOWNTOWN
LIBRARY
CITY HALL



Legend

- EXISTING ADA
- PROPOSED ADA
- EXISTING SIDEWALK
- PROPOSED SIDEWALK



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A Resolution approving the expenditure of \$490,000 to purchase property located next to the Elgin EDC 80 acre business park off highway 290

DEPARTMENT: Economic Development

PROPOSED ACTION: Approve the expenditure of \$490,000 to purchase the property

BACKGROUND: This Resolution will allow the purchase of approximately 14 acres located next to the EDC business park off Highway 290. The total price for the property is \$900,000. \$410,000 will be paid by the Tax Increment Reinvestment Zone and \$490,000 will be paid by the EDC. The property needs to be purchased in order to plan for interior roads inside the 80-acre business park. Currently the property has an easement through the 80 acres. With the purchase of the property the easement will be vacated and it will be easier to plan for future development of the property. The EDC approved the purchase at their July 9th, 2019 meeting. It now needs to be approved by the City Council.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Approve the Resolution

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.

RESOLUTION NO.

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS
APPROVING THE EXPENDITURE OF \$490,000 MORE OR LESS BY THE ELGIN
ECONOMIC DEVELOPMENT CORPORATION FOR THE PARTIAL PAYMENT TO
PURCHASE PROPERTY LOCATED AT 228 LITTIG ROAD, ELGIN, TEXAS,
BASTROP CENTRAL APPRAISAL DISTRICT PARCEL ID R47326

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

I. WHEREAS, the Corporation desires to expend \$490,000 more or less to pay a partial payment for property located at 228 Littig Road, Elgin, TX 78621, Bastrop Central Appraisal District Parcel ID R47326; and

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

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

1. That the above recitals are true and correct.
2. That the City hereby approves the expenditure of \$490,000 more or less for property located at 228 Littig Road, Elgin, TX 78621, Bastrop Central Appraisal District Parcel ID R47326

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

Adopted on this 6th day of August 2019.

CITY OF ELGIN, TEXAS

By: _____
Chris Cannon, Mayor

ATTEST:

By: _____
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 AWARD THE 18-INCH RAW WATER TRANSMISSION LINE-PHASE II PROJECT TO THE ATLAS CONSTRUCTION CORPORATION OF GRANITE SHOALS, TEXAS; AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager/Utilities

PROPOSED ACTION: Approval of a Resolution authorizing an agreement with Atlas Construction Corporation of Granite Shoals, Texas, for construction services related to the 18-Inch Raw Water Transmission Line–Phase II Project.

BACKGROUND: The City provides potable water services to residents and businesses located within the city and its Certificate of Convenience & Necessity (CCN) service area. The 18-Inch Raw Water Transmission Line–Phase II Project that is the subject matter of this agenda item is a critical part of the water supply system, providing essential connectivity between the City’s water wells and the water treatment plant – ultimately providing accessibility to groundwater supply that is vital to the production of such drinking water.

This project that was approved in the Five-Year Capital Plan will facilitate a much-needed upgrade to the current water main that is largely dysfunctional, obsolete, and well past its useful life.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Approval of the Resolution as presented authorizing the agreement with Atlas Construction Corporation of Granite Shoals, Texas for constructions services as stated; and additional direction to staff by Council, if any, regarding same.

ATTACHMENTS:

Resolution

City Engineer bid assessment and award recommendation

{ } 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 AWARD THE 18-INCH RAW WATER
TRANSMISSION LINE-PHASE II PROJECT TO THE ATLAS
CONSTRUCTION CORPORATION OF GRANITE SHOALS, TEXAS;
AND MAKING CERTAIN FINDINGS RELATED THERETO.**

WHEREAS, the City of Elgin provides potable water services to residents and businesses located within the city and its Certificate of Convenience & Necessity (CCN) service area; and,

WHEREAS, the 18-Inch Raw Water Transmission Line–Phase II Project as described herein provides essential connectivity between the City’s water wells and the water treatment plant, providing accessibility to groundwater supply that is vital to the production of such drinking water; and,

WHEREAS, the project described herein and that is the subject matter of this Resolution will facilitate much-needed infrastructure improvements to the water supply system.

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

Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Authorization. The City Manager is hereby authorized to finalize negotiations and execute an agreement with *Atlas Construction Corporation* of Granite Shoals, Texas, in the amount of \$2,172,785.75 for the 18-Inch Raw Water Transmission Line–Phase II Project, a copy of the bid tabulation and City Engineer’s recommendation regarding same being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

Section 3. Project Change Orders. Through the approval of this Resolution, the City Manager is further authorized to approve project contract change orders in a total amount not to exceed 25% of the approved contract as stated above.

Section 4. Future Budget Amendment. The City Council does also hereby acknowledge that this item was not specifically included or approved within the *FY18-19 City of Elgin Annual Operating Budget*; and that said budget will be amended at a future date to formally appropriate funds for this item. It is anticipated that said funding will come through proceeds of a pending debt instrument.

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

Section 6. Effective Date. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 6th day of August, 2019.

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary



505 East Huntland Drive
Suite 250
Austin, Texas 78752

T 512.454.8716
TRCcompanies.com
T.B.P.E. #F-8632

July 16, 2019

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

Attn: Mr. Thomas Mattis, City Manager

**RE: 18in Raw Water Transmission Line – Phase II
Bid Recommendation**

Dear Mayor Cannon and Council Members:

Seventeen (17) sealed bids were received at Elgin City Hall on July 2, 2019 at 11:00 A.M. for the above-referenced project. The bids ranged from \$2,172,785.75 from Atlas Construction, Corp. to \$4,695,246.00 from Prota Construction, Inc. and Prota Inc., JV. A detailed bid tabulation is attached for your reference.

TRC conducted reference checks of the three low bidders. It is recommended that Atlas Construction Corp. be awarded the construction project in the amount of \$2,172,785.75.

The Contractor has a bid bond and will be required to furnish a Standard Form of Agreement, Performance Bond and Payment Bond to the City. The construction completion period is 270 consecutive calendar days.

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

Sincerely,

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

K. Beau Perry, P.E.
Vice President

cc: Doug Prinz, City of Elgin

Attachment: Bid Tabulation

CITY OF ELGIN
18" RAW WATER TRANSMISSION LINE - PHASE II
Bid Tabulation
July 2, 2019 - 11:00 AM



				Atlas Construction, Corp. 316 Sunset Drive Granite Shoals, Texas 78654		Vaca Underground Utilities 6602 Mount Houston Rd. Houston, Texas 77050		Doughtie Construction Co., Inc. PO Box 1233 Huntsville, Texas 77342	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
P.1	Removal of Trees (all sizes)	23	EA	\$125.00	\$2,875.00	\$200.00	\$4,600.00	\$300.00	\$6,900.00
P.2	Removal of Brush and Bushes	1	LS	\$7,000.00	\$7,000.00	\$2,000.00	\$2,000.00	\$5,500.00	\$5,500.00
P.3	Removal and Replacement of Wire Fence	1	LS	\$2,800.00	\$2,800.00	\$1,000.00	\$1,000.00	\$4,500.00	\$4,500.00
P.4	Demo and Install Chain Link Fence	1	LS	\$1,800.00	\$1,800.00	\$1,000.00	\$1,000.00	\$7,500.00	\$7,500.00
P.5	18" DR 18 C905 PVC Water Main	19,617	LF	\$62.50	\$1,226,062.50	\$75.00	\$1,471,275.00	\$57.00	\$1,118,169.00
P.6	12" DR 18 C900 PVC Water Main	78	LF	\$31.00	\$2,418.00	\$70.00	\$5,460.00	\$35.00	\$2,730.00
P.7	6" DR 18 C900 PVC Water Main	38	LF	\$24.00	\$912.00	\$70.00	\$2,660.00	\$30.00	\$1,140.00
P.8	30" O.D. x 1/2" Steel Casing (By Bore Incl. 18" Pipe)	572	LF	\$439.00	\$251,108.00	\$420.00	\$240,240.00	\$535.00	\$306,020.00
P.9	30" O.D. x 1/4" Steel Casing (By Bore Incl. 18" Pipe)	316	LF	\$385.00	\$121,660.00	\$420.00	\$132,720.00	\$495.00	\$156,420.00
P.10	18" Water Line (By Bore, No Encasement Req.)	64	LF	\$237.00	\$15,168.00	\$70.00	\$4,480.00	\$220.00	\$14,080.00
P.11	Concrete Encasement (6" min., Incl. 18" Pipe)	110	LF	\$40.00	\$4,400.00	\$95.00	\$10,450.00	\$165.00	\$18,150.00
P.12	18" Butterfly Valve, incl. Manhole	16	EA	\$6,800.00	\$108,800.00	\$8,000.00	\$128,000.00	\$10,015.00	\$160,240.00
P.13	12" Gate Valve with Concrete Collar	1	EA	\$2,400.00	\$2,400.00	\$1,950.00	\$1,950.00	\$2,860.00	\$2,860.00
P.14	6" Gate Valve with Concrete Collar	4	EA	\$1,050.00	\$4,200.00	\$950.00	\$3,800.00	\$1,105.00	\$4,420.00
P.15	Ductile Iron Fittings	13	TON	\$7,000.00	\$91,000.00	\$200.00	\$2,600.00	\$7,451.00	\$96,863.00
P.16	Connect to Existing 18" Stub Out	1	EA	\$3,400.00	\$3,400.00	\$3,500.00	\$3,500.00	\$3,050.00	\$3,050.00
P.17	Connect to Existing 12" Water Line (Well #16)	1	LS	\$2,800.00	\$2,800.00	\$1,950.00	\$1,950.00	\$3,500.00	\$3,500.00
P.18	Connect to Existing 6" Water Line (Well #14)	1	LS	\$2,400.00	\$2,400.00	\$1,800.00	\$1,800.00	\$3,000.00	\$3,000.00
P.19	Blow Off Assembly	6	EA	\$5,800.00	\$34,800.00	\$350.00	\$2,100.00	\$6,065.00	\$36,390.00
P.20	Connect Existing Fire Hydrant Assembly	4	EA	\$3,500.00	\$14,000.00	\$2,400.00	\$9,600.00	\$850.00	\$3,400.00
P.21	Combination Air Valve Assembly	7	EA	\$7,400.00	\$51,800.00	\$4,500.00	\$31,500.00	\$14,195.00	\$99,365.00
P.22	Service Connection	5	EA	\$1,900.00	\$9,500.00	\$1,950.00	\$9,750.00	\$3,100.00	\$15,500.00
P.23	Control Valves, incl. Elec/Controls, Vaults at WTP	1	LS	\$75,000.00	\$75,000.00	\$10,000.00	\$10,000.00	\$121,000.00	\$121,000.00
P.24	Tracer Wire	19,733	LF	\$0.50	\$9,866.50	\$0.10	\$1,973.30	\$0.25	\$4,933.25
P.25	OSHA Trench Excavation Protection	19,733	LF	\$0.50	\$9,866.50	\$0.50	\$9,866.50	\$1.75	\$34,532.75
P.26	Access Gate	15	EA	\$1,000.00	\$15,000.00	\$50.00	\$750.00	\$2,685.00	\$40,275.00
P.27	Installation and Removal of Silt Fence	19,617	LF	\$3.00	\$58,851.00	\$3.50	\$68,659.50	\$1.75	\$34,329.75
P.28	Hydromulch	14,531	SY	\$0.75	\$10,898.25	\$0.10	\$1,453.10	\$0.45	\$6,538.95
P.29	As-Built Survey (appurtenances, service connections)	1	LS	\$18,000.00	\$18,000.00	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00
P.30	Storm Water Pollution Prevention Plan	1	LS	\$14,000.00	\$14,000.00	\$1,000.00	\$1,000.00	\$8,100.00	\$8,100.00
TOTAL BID				\$2,172,785.75		\$2,176,137.40		\$2,344,406.70	

CITY OF ELGIN
18" RAW WATER TRANSMISSION LINE - PHASE II
Bid Tabulation
July 2, 2019 - 11:00 AM



				Bruce Flanigan Const., Inc. 5114 Lampasas Lane Belton, Texas 76513		Bell Contractors, INC. 3082 W. HWY. 190 Belton, Texas 76513		Black Rock Construction 1475 Heritage Pkwy #113 Mansfield, Texas 76063	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
P.1	Removal of Trees (all sizes)	23	EA	\$779.00	\$17,917.00	\$943.93	\$21,710.39	\$600.00	\$13,800.00
P.2	Removal of Brush and Bushes	1	LS	\$28,738.00	\$28,738.00	\$122,290.65	\$122,290.65	\$20,000.00	\$20,000.00
P.3	Removal and Replacement of Wire Fence	1	LS	\$2,984.00	\$2,984.00	\$9,624.24	\$9,624.24	\$8,500.00	\$8,500.00
P.4	Demo and Install Chain Link Fence	1	LS	\$5,852.00	\$5,852.00	\$11,751.89	\$11,751.89	\$10,000.00	\$10,000.00
P.5	18" DR 18 C905 PVC Water Main	19,617	LF	\$56.50	\$1,108,360.50	\$59.17	\$1,160,737.89	\$65.00	\$1,275,105.00
P.6	12" DR 18 C900 PVC Water Main	78	LF	\$68.20	\$5,319.60	\$34.42	\$2,684.76	\$45.00	\$3,510.00
P.7	6" DR 18 C900 PVC Water Main	38	LF	\$54.60	\$2,074.80	\$22.52	\$855.76	\$35.00	\$1,330.00
P.8	30" O.D. x 1/2" Steel Casing (By Bore Incl. 18" Pipe)	572	LF	\$563.60	\$322,379.20	\$493.26	\$282,144.72	\$455.00	\$260,260.00
P.9	30" O.D. x 1/4" Steel Casing (By Bore Incl. 18" Pipe)	316	LF	\$566.00	\$178,856.00	\$467.09	\$147,600.44	\$440.00	\$139,040.00
P.10	18" Water Line (By Bore, No Encasement Req.)	64	LF	\$501.30	\$32,083.20	\$514.62	\$32,935.68	\$430.00	\$27,520.00
P.11	Concrete Encasement (6" min., Incl. 18" Pipe)	110	LF	\$104.60	\$11,506.00	\$106.41	\$11,705.10	\$88.00	\$9,680.00
P.12	18" Butterfly Valve, incl. Manhole	16	EA	\$6,386.00	\$102,176.00	\$5,946.48	\$95,143.68	\$11,500.00	\$184,000.00
P.13	12" Gate Valve with Concrete Collar	1	EA	\$2,631.00	\$2,631.00	\$2,416.68	\$2,416.68	\$2,525.00	\$2,525.00
P.14	6" Gate Valve with Concrete Collar	4	EA	\$1,224.00	\$4,896.00	\$1,071.32	\$4,285.28	\$1,060.00	\$4,240.00
P.15	Ductile Iron Fittings	13	TON	\$11,876.00	\$154,388.00	\$15,873.39	\$206,354.07	\$13,465.00	\$175,045.00
P.16	Connect to Existing 18" Stub Out	1	EA	\$2,659.00	\$2,659.00	\$4,576.04	\$4,576.04	\$3,250.00	\$3,250.00
P.17	Connect to Existing 12" Water Line (Well #16)	1	LS	\$2,666.00	\$2,666.00	\$4,006.04	\$4,006.04	\$1,700.00	\$1,700.00
P.18	Connect to Existing 6" Water Line (Well #14)	1	LS	\$2,666.00	\$2,666.00	\$789.64	\$789.64	\$1,500.00	\$1,500.00
P.19	Blow Off Assembly	6	EA	\$2,659.00	\$15,954.00	\$3,967.00	\$23,802.00	\$3,065.00	\$18,390.00
P.20	Connect Existing Fire Hydrant Assembly	4	EA	\$1,699.00	\$6,796.00	\$2,811.00	\$11,244.00	\$1,390.00	\$5,560.00
P.21	Combination Air Valve Assembly	7	EA	\$8,380.00	\$58,660.00	\$6,102.84	\$42,719.88	\$12,150.00	\$85,050.00
P.22	Service Connection	5	EA	\$2,387.00	\$11,935.00	\$3,798.32	\$18,991.60	\$2,200.00	\$11,000.00
P.23	Control Valves, incl. Elec/Controls, Vaults at WTP	1	LS	\$163,601.00	\$163,601.00	\$160,349.71	\$160,349.71	\$145,000.00	\$145,000.00
P.24	Tracer Wire	19,733	LF	\$0.70	\$13,813.10	\$0.17	\$3,354.61	\$0.35	\$6,906.55
P.25	OSHA Trench Excavation Protection	19,733	LF	\$0.60	\$11,839.80	\$1.23	\$24,271.59	\$0.30	\$5,919.90
P.26	Access Gate	15	EA	\$1,458.00	\$21,870.00	\$2,520.00	\$37,800.00	\$3,250.00	\$48,750.00
P.27	Installation and Removal of Silt Fence	19,617	LF	\$1.90	\$37,272.30	\$1.93	\$37,860.81	\$2.25	\$44,138.25
P.28	Hydromulch	14,531	SY	\$1.50	\$21,796.50	\$0.72	\$10,462.32	\$1.50	\$21,796.50
P.29	As-Built Survey (appurtenances, service connections)	1	LS	\$13,757.00	\$13,757.00	\$9,350.00	\$9,350.00	\$51,075.00	\$51,075.00
P.30	Storm Water Pollution Prevention Plan	1	LS	\$34,546.00	\$34,546.00	\$58,486.91	\$58,486.91	\$10,000.00	\$10,000.00
TOTAL BID				\$2,399,993.00		\$2,560,306.38		\$2,594,591.20	

CITY OF ELGIN
18" RAW WATER TRANSMISSION LINE - PHASE II
Bid Tabulation
July 2, 2019 - 11:00 AM



				Wauters Engineering, LLC 12870 Adkins St. Hedwig Road St. Hedwig, Texas 78152		QRO Mex Construction Company, 2801 Prairie Creek Rd. Granite Shoals, Texas 78654		R Construction Civil, LLC 800 Wilcrest Dr., Suite 360 Houston, Texas 77042	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
P.1	Removal of Trees (all sizes)	23	EA	\$1,263.00	\$29,049.00	\$650.00	\$14,950.00	\$1,200.00	\$27,600.00
P.2	Removal of Brush and Bushes	1	LS	\$21,326.00	\$21,326.00	\$65,000.00	\$65,000.00	\$30,000.00	\$30,000.00
P.3	Removal and Replacement of Wire Fence	1	LS	\$10,663.00	\$10,663.00	\$42,000.00	\$42,000.00	\$3,000.00	\$3,000.00
P.4	Demo and Install Chain Link Fence	1	LS	\$12,200.00	\$12,200.00	\$49,000.00	\$49,000.00	\$35,000.00	\$35,000.00
P.5	18" DR 18 C905 PVC Water Main	19,617	LF	\$72.00	\$1,412,424.00	\$67.00	\$1,314,339.00	\$69.00	\$1,353,573.00
P.6	12" DR 18 C900 PVC Water Main	78	LF	\$52.00	\$4,056.00	\$52.00	\$4,056.00	\$49.00	\$3,822.00
P.7	6" DR 18 C900 PVC Water Main	38	LF	\$36.00	\$1,368.00	\$45.00	\$1,710.00	\$37.00	\$1,406.00
P.8	30" O.D. x 1/2" Steel Casing (By Bore Incl. 18" Pipe)	572	LF	\$581.00	\$332,332.00	\$499.00	\$285,428.00	\$605.00	\$346,060.00
P.9	30" O.D. x 1/4" Steel Casing (By Bore Incl. 18" Pipe)	316	LF	\$542.00	\$171,272.00	\$490.00	\$154,840.00	\$607.00	\$191,812.00
P.10	18" Water Line (By Bore, No Encasement Req.)	64	LF	\$325.00	\$20,800.00	\$360.00	\$23,040.00	\$350.00	\$22,400.00
P.11	Concrete Encasement (6" min., Incl. 18" Pipe)	110	LF	\$92.00	\$10,120.00	\$110.00	\$12,100.00	\$125.00	\$13,750.00
P.12	18" Butterfly Valve, incl. Manhole	16	EA	\$7,641.00	\$122,256.00	\$6,200.00	\$99,200.00	\$10,000.00	\$160,000.00
P.13	12" Gate Valve with Concrete Collar	1	EA	\$2,907.00	\$2,907.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
P.14	6" Gate Valve with Concrete Collar	4	EA	\$1,141.00	\$4,564.00	\$1,500.00	\$6,000.00	\$1,000.00	\$4,000.00
P.15	Ductile Iron Fittings	13	TON	\$6,673.00	\$86,749.00	\$6,000.00	\$78,000.00	\$11,800.00	\$153,400.00
P.16	Connect to Existing 18" Stub Out	1	EA	\$5,584.00	\$5,584.00	\$4,500.00	\$4,500.00	\$1,800.00	\$1,800.00
P.17	Connect to Existing 12" Water Line (Well #16)	1	LS	\$3,682.00	\$3,682.00	\$3,500.00	\$3,500.00	\$700.00	\$700.00
P.18	Connect to Existing 6" Water Line (Well #14)	1	LS	\$2,678.00	\$2,678.00	\$3,000.00	\$3,000.00	\$400.00	\$400.00
P.19	Blow Off Assembly	6	EA	\$5,850.00	\$35,100.00	\$1,500.00	\$9,000.00	\$2,400.00	\$14,400.00
P.20	Connect Existing Fire Hydrant Assembly	4	EA	\$1,698.00	\$6,792.00	\$4,500.00	\$18,000.00	\$400.00	\$1,600.00
P.21	Combination Air Valve Assembly	7	EA	\$9,508.00	\$66,556.00	\$7,500.00	\$52,500.00	\$9,800.00	\$68,600.00
P.22	Service Connection	5	EA	\$2,528.00	\$12,640.00	\$1,500.00	\$7,500.00	\$2,500.00	\$12,500.00
P.23	Control Valves, incl. Elec/Controls, Vaults at WTP	1	LS	\$159,140.00	\$159,140.00	\$170,000.00	\$170,000.00	\$240,000.00	\$240,000.00
P.24	Tracer Wire	19,733	LF	\$0.40	\$7,893.20	\$0.89	\$17,562.37	\$0.20	\$3,946.60
P.25	OSHA Trench Excavation Protection	19,733	LF	\$0.40	\$7,893.20	\$3.00	\$59,199.00	\$0.60	\$11,839.80
P.26	Access Gate	15	EA	\$1,661.00	\$24,915.00	\$3,000.00	\$45,000.00	\$4,500.00	\$67,500.00
P.27	Installation and Removal of Silt Fence	19,617	LF	\$2.00	\$39,234.00	\$3.50	\$68,659.50	\$0.80	\$15,693.60
P.28	Hydromulch	14,531	SY	\$0.70	\$10,171.70	\$1.00	\$14,531.00	\$0.50	\$7,265.50
P.29	As-Built Survey (appurtenances, service connections)	1	LS	\$25,281.00	\$25,281.00	\$48,000.00	\$48,000.00	\$22,000.00	\$22,000.00
P.30	Storm Water Pollution Prevention Plan	1	LS	\$8,970.00	\$8,970.00	\$15,000.00	\$15,000.00	\$12,000.00	\$12,000.00
TOTAL BID				\$2,658,616.10		\$2,688,114.87		\$2,828,568.50	

CITY OF ELGIN
18" RAW WATER TRANSMISSION LINE - PHASE II
Bid Tabulation
July 2, 2019 - 11:00 AM



Smith Contracting CO., INC 15308 Ginger St. Austin, Texas 78728	DGuerra Construction LLC 9810 FM 969 Austin, Texas 78724	Lupe Rubio Construction Co. 981 Dille Street Kingsland, Texas 78639
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Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
P.1	Removal of Trees (all sizes)	23	EA	\$800.00	\$18,400.00	\$1,000.00	\$23,000.00	\$2,362.31	\$54,333.13
P.2	Removal of Brush and Bushes	1	LS	\$40,000.00	\$40,000.00	\$50,000.00	\$50,000.00	\$39,111.94	\$39,111.94
P.3	Removal and Replacement of Wire Fence	1	LS	\$31,000.00	\$31,000.00	\$5,000.00	\$5,000.00	\$7,562.19	\$7,562.19
P.4	Demo and Install Chain Link Fence	1	LS	\$15,500.00	\$15,500.00	\$20,000.00	\$20,000.00	\$9,649.88	\$9,649.88
P.5	18" DR 18 C905 PVC Water Main	19,617	LF	\$75.00	\$1,471,275.00	\$86.00	\$1,687,062.00	\$72.37	\$1,419,682.29
P.6	12" DR 18 C900 PVC Water Main	78	LF	\$60.00	\$4,680.00	\$100.00	\$7,800.00	\$133.17	\$10,387.26
P.7	6" DR 18 C900 PVC Water Main	38	LF	\$60.00	\$2,280.00	\$86.00	\$3,268.00	\$198.39	\$7,538.82
P.8	30" O.D. x 1/2" Steel Casing (By Bore Incl. 18" Pipe)	572	LF	\$595.00	\$340,340.00	\$542.00	\$310,024.00	\$510.33	\$291,908.76
P.9	30" O.D. x 1/4" Steel Casing (By Bore Incl. 18" Pipe)	316	LF	\$600.00	\$189,600.00	\$625.00	\$197,500.00	\$519.10	\$164,035.60
P.10	18" Water Line (By Bore, No Encasement Req.)	64	LF	\$545.00	\$34,880.00	\$220.00	\$14,080.00	\$432.19	\$27,660.16
P.11	Concrete Encasement (6" min., Incl. 18" Pipe)	110	LF	\$130.00	\$14,300.00	\$67.50	\$7,425.00	\$241.28	\$26,540.80
P.12	18" Butterfly Valve, incl. Manhole	16	EA	\$9,950.00	\$159,200.00	\$8,600.00	\$137,600.00	\$12,031.78	\$192,508.48
P.13	12" Gate Valve with Concrete Collar	1	EA	\$3,100.00	\$3,100.00	\$4,350.00	\$4,350.00	\$5,282.25	\$5,282.25
P.14	6" Gate Valve with Concrete Collar	4	EA	\$1,500.00	\$6,000.00	\$2,260.00	\$9,040.00	\$2,203.57	\$8,814.28
P.15	Ductile Iron Fittings	13	TON	\$9,500.00	\$123,500.00	\$12,500.00	\$162,500.00	\$13,994.09	\$181,923.17
P.16	Connect to Existing 18" Stub Out	1	EA	\$4,000.00	\$4,000.00	\$3,620.00	\$3,620.00	\$7,249.00	\$7,249.00
P.17	Connect to Existing 12" Water Line (Well #16)	1	LS	\$3,500.00	\$3,500.00	\$2,230.00	\$2,230.00	\$7,526.50	\$7,526.50
P.18	Connect to Existing 6" Water Line (Well #14)	1	LS	\$3,300.00	\$3,300.00	\$1,530.00	\$1,530.00	\$6,503.08	\$6,503.08
P.19	Blow Off Assembly	6	EA	\$3,700.00	\$22,200.00	\$3,710.00	\$22,260.00	\$7,129.39	\$42,776.34
P.20	Connect Existing Fire Hydrant Assembly	4	EA	\$1,100.00	\$4,400.00	\$1,375.00	\$5,500.00	\$2,324.16	\$9,296.64
P.21	Combination Air Valve Assembly	7	EA	\$7,800.00	\$54,600.00	\$5,750.00	\$40,250.00	\$14,815.45	\$103,708.15
P.22	Service Connection	5	EA	\$5,300.00	\$26,500.00	\$1,940.00	\$9,700.00	\$3,818.06	\$19,090.30
P.23	Control Valves, incl. Elec/Controls, Vaults at WTP	1	LS	\$190,000.00	\$190,000.00	\$180,000.00	\$180,000.00	\$197,526.97	\$197,526.97
P.24	Tracer Wire	19,733	LF	\$0.18	\$3,551.94	\$0.20	\$3,946.60	\$1.64	\$32,362.12
P.25	OSHA Trench Excavation Protection	19,733	LF	\$1.00	\$19,733.00	\$1.00	\$19,733.00	\$1.38	\$27,231.54
P.26	Access Gate	15	EA	\$3,100.00	\$46,500.00	\$2,760.00	\$41,400.00	\$2,609.95	\$39,149.25
P.27	Installation and Removal of Silt Fence	19,617	LF	\$2.25	\$44,138.25	\$2.50	\$49,042.50	\$1.77	\$34,722.09
P.28	Hydromulch	14,531	SY	\$1.50	\$21,796.50	\$0.70	\$10,171.70	\$2.64	\$38,361.84
P.29	As-Built Survey (appurtenances, service connections)	1	LS	\$50,000.00	\$50,000.00	\$15,000.00	\$15,000.00	\$51,962.19	\$51,962.19
P.30	Storm Water Pollution Prevention Plan	1	LS	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00	\$29,762.19	\$29,762.19
TOTAL BID				\$2,958,274.69		\$3,047,032.80		\$3,094,167.21	

CITY OF ELGIN
18" RAW WATER TRANSMISSION LINE - PHASE II
Bid Tabulation
July 2, 2019 - 11:00 AM



				Patin Construction, LLC 3800 W. 2nd Street Taylor, Texas 76574		Nelson Lewis Inc 450 FM 1431 East Marble Falls, Texas 78654		Herschap Backhoe & Ditching, Inc. PO Drawer 489 Bastrop, Texas 78602	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
P.1	Removal of Trees (all sizes)	23	EA	\$1,000.00	\$23,000.00	\$300.00	\$6,900.00	\$1,000.00	\$23,000.00
P.2	Removal of Brush and Bushes	1	LS	\$35,000.00	\$35,000.00	\$60,000.00	\$60,000.00	\$45,000.00	\$45,000.00
P.3	Removal and Replacement of Wire Fence	1	LS	\$33,000.00	\$33,000.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00
P.4	Demo and Install Chain Link Fence	1	LS	\$6,000.00	\$6,000.00	\$9,000.00	\$9,000.00	\$57,000.00	\$57,000.00
P.5	18" DR 18 C905 PVC Water Main	19,617	LF	\$88.00	\$1,726,296.00	\$78.00	\$1,530,126.00	\$101.00	\$1,981,317.00
P.6	12" DR 18 C900 PVC Water Main	78	LF	\$70.00	\$5,460.00	\$95.00	\$7,410.00	\$55.00	\$4,290.00
P.7	6" DR 18 C900 PVC Water Main	38	LF	\$60.00	\$2,280.00	\$80.00	\$3,040.00	\$40.00	\$1,520.00
P.8	30" O.D. x 1/2" Steel Casing (By Bore Incl. 18" Pipe)	572	LF	\$650.00	\$371,800.00	\$825.00	\$471,900.00	\$700.00	\$400,400.00
P.9	30" O.D. x 1/4" Steel Casing (By Bore Incl. 18" Pipe)	316	LF	\$650.00	\$205,400.00	\$860.00	\$271,760.00	\$620.00	\$195,920.00
P.10	18" Water Line (By Bore, No Encasement Req.)	64	LF	\$600.00	\$38,400.00	\$700.00	\$44,800.00	\$500.00	\$32,000.00
P.11	Concrete Encasement (6" min., Incl. 18" Pipe)	110	LF	\$100.00	\$11,000.00	\$120.00	\$13,200.00	\$410.00	\$45,100.00
P.12	18" Butterfly Valve, incl. Manhole	16	EA	\$10,000.00	\$160,000.00	\$13,400.00	\$214,400.00	\$18,000.00	\$288,000.00
P.13	12" Gate Valve with Concrete Collar	1	EA	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
P.14	6" Gate Valve with Concrete Collar	4	EA	\$1,800.00	\$7,200.00	\$1,300.00	\$5,200.00	\$1,200.00	\$4,800.00
P.15	Ductile Iron Fittings	13	TON	\$8,000.00	\$104,000.00	\$8,300.00	\$107,900.00	\$11,000.00	\$143,000.00
P.16	Connect to Existing 18" Stub Out	1	EA	\$6,500.00	\$6,500.00	\$4,500.00	\$4,500.00	\$9,000.00	\$9,000.00
P.17	Connect to Existing 12" Water Line (Well #16)	1	LS	\$5,500.00	\$5,500.00	\$4,500.00	\$4,500.00	\$7,500.00	\$7,500.00
P.18	Connect to Existing 6" Water Line (Well #14)	1	LS	\$5,000.00	\$5,000.00	\$3,200.00	\$3,200.00	\$6,500.00	\$6,500.00
P.19	Blow Off Assembly	6	EA	\$4,000.00	\$24,000.00	\$7,700.00	\$46,200.00	\$16,100.00	\$96,600.00
P.20	Connect Existing Fire Hydrant Assembly	4	EA	\$2,000.00	\$8,000.00	\$1,000.00	\$4,000.00	\$4,000.00	\$16,000.00
P.21	Combination Air Valve Assembly	7	EA	\$10,000.00	\$70,000.00	\$15,000.00	\$105,000.00	\$22,000.00	\$154,000.00
P.22	Service Connection	5	EA	\$6,000.00	\$30,000.00	\$5,600.00	\$28,000.00	\$4,000.00	\$20,000.00
P.23	Control Valves, incl. Elec/Controls, Vaults at WTP	1	LS	\$213,000.00	\$213,000.00	\$165,000.00	\$165,000.00	\$180,000.00	\$180,000.00
P.24	Tracer Wire	19,733	LF	\$0.30	\$5,919.90	\$1.00	\$19,733.00	\$0.50	\$9,866.50
P.25	OSHA Trench Excavation Protection	19,733	LF	\$2.00	\$39,466.00	\$1.00	\$19,733.00	\$2.00	\$39,466.00
P.26	Access Gate	15	EA	\$3,500.00	\$52,500.00	\$4,500.00	\$67,500.00	\$3,000.00	\$45,000.00
P.27	Installation and Removal of Silt Fence	19,617	LF	\$2.50	\$49,042.50	\$5.00	\$98,085.00	\$2.50	\$49,042.50
P.28	Hydromulch	14,531	SY	\$0.50	\$7,265.50	\$2.00	\$29,062.00	\$2.00	\$29,062.00
P.29	As-Built Survey (appurtenances, service connections)	1	LS	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00
P.30	Storm Water Pollution Prevention Plan	1	LS	\$3,000.00	\$3,000.00	\$15,000.00	\$15,000.00	\$56,000.00	\$56,000.00
TOTAL BID				\$3,258,029.90		\$3,383,649.00		\$3,982,884.00	

CITY OF ELGIN
18" RAW WATER TRANSMISSION LINE - PHASE II
Bid Tabulation
July 2, 2019 - 11:00 AM



				Blackcastle General Contrator 2115 Stephens Place, Suite 210 New Braunfels, Texas 78130		Prota Construction, INC PO BOX 342195 Austin, Texas 78734	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
P.1	Removal of Trees (all sizes)	23	EA	\$7,200.00	\$165,600.00	\$625.00	\$14,375.00
P.2	Removal of Brush and Bushes	1	LS	\$260,900.00	\$260,900.00	\$39,838.00	\$39,838.00
P.3	Removal and Replacement of Wire Fence	1	LS	\$32,400.00	\$32,400.00	\$15,174.00	\$15,174.00
P.4	Demo and Install Chain Link Fence	1	LS	\$22,100.00	\$22,100.00	\$8,550.00	\$8,550.00
P.5	18" DR 18 C905 PVC Water Main	19,617	LF	\$96.00	\$1,883,232.00	\$127.00	\$2,491,359.00
P.6	12" DR 18 C900 PVC Water Main	78	LF	\$67.00	\$5,226.00	\$171.00	\$13,338.00
P.7	6" DR 18 C900 PVC Water Main	38	LF	\$39.00	\$1,482.00	\$107.00	\$4,066.00
P.8	30" O.D. x 1/2" Steel Casing (By Bore Incl. 18" Pipe)	572	LF	\$1,040.00	\$594,880.00	\$674.00	\$385,528.00
P.9	30" O.D. x 1/4" Steel Casing (By Bore Incl. 18" Pipe)	316	LF	\$990.00	\$312,840.00	\$1,164.00	\$367,824.00
P.10	18" Water Line (By Bore, No Encasement Req.)	64	LF	\$420.00	\$26,880.00	\$5,303.00	\$339,392.00
P.11	Concrete Encasement (6" min., Incl. 18" Pipe)	110	LF	\$290.00	\$31,900.00	\$90.00	\$9,900.00
P.12	18" Butterfly Valve, incl. Manhole	16	EA	\$12,400.00	\$198,400.00	\$10,429.00	\$166,864.00
P.13	12" Gate Valve with Concrete Collar	1	EA	\$3,600.00	\$3,600.00	\$2,935.00	\$2,935.00
P.14	6" Gate Valve with Concrete Collar	4	EA	\$1,600.00	\$6,400.00	\$1,693.00	\$6,772.00
P.15	Ductile Iron Fittings	13	TON	\$14,000.00	\$182,000.00	\$8,702.00	\$113,126.00
P.16	Connect to Existing 18" Stub Out	1	EA	\$5,600.00	\$5,600.00	\$4,335.00	\$4,335.00
P.17	Connect to Existing 12" Water Line (Well #16)	1	LS	\$4,000.00	\$4,000.00	\$3,252.00	\$3,252.00
P.18	Connect to Existing 6" Water Line (Well #14)	1	LS	\$2,300.00	\$2,300.00	\$2,168.00	\$2,168.00
P.19	Blow Off Assembly	6	EA	\$6,200.00	\$37,200.00	\$6,676.00	\$40,056.00
P.20	Connect Existing Fire Hydrant Assembly	4	EA	\$1,700.00	\$6,800.00	\$2,370.00	\$9,480.00
P.21	Combination Air Valve Assembly	7	EA	\$13,400.00	\$93,800.00	\$8,851.00	\$61,957.00
P.22	Service Connection	5	EA	\$2,400.00	\$12,000.00	\$2,613.00	\$13,065.00
P.23	Control Valves, incl. Elec/Controls, Vaults at WTP	1	LS	\$202,800.00	\$202,800.00	\$237,259.00	\$237,259.00
P.24	Tracer Wire	19,733	LF	\$1.00	\$19,733.00	\$1.00	\$19,733.00
P.25	OSHA Trench Excavation Protection	19,733	LF	\$6.00	\$118,398.00	\$3.00	\$59,199.00
P.26	Access Gate	15	EA	\$2,900.00	\$43,500.00	\$2,978.00	\$44,670.00
P.27	Installation and Removal of Silt Fence	19,617	LF	\$4.00	\$78,468.00	\$4.00	\$78,468.00
P.28	Hydromulch	14,531	SY	\$1.00	\$14,531.00	\$7.00	\$101,717.00
P.29	As-Built Survey (appurtenances, service connections)	1	LS	\$23,500.00	\$23,500.00	\$23,817.00	\$23,817.00
P.30	Storm Water Pollution Prevention Plan	1	LS	\$2,900.00	\$2,900.00	\$17,029.00	\$17,029.00
TOTAL BID				\$4,393,370.00		\$4,695,246.00	

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: 318707 Elgin 18in RWTL Phase II

CONTRACTOR: Atlas Corporation

CONTACT INFO: 830-596-0494

AREA(S) OF WORK: X UTILITIES
 CONCRETE
 ROADWAY & TRANSPORTATION
 GENERAL CONSTRUCTION
 OTHER: _____

REFERENCE: Matt Pekar (City of Seguin) (RMSH Phase II)

CONTACT INFO: 830-401-2402

DATE OF INTERVIEW: _____

1. Project Time:
 - a. Was the construction started and completed on time?
Yes
 - b. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?
No
 - c. Were there any significant delays or work stoppages?

No

- d. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?

No

- e. Other?

N/A

2. Project Budget:

- a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?

No

- b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?

No

- c. Did the contractor pay his sub-contractors timely?

Yes

- d. Were there any liens placed on the project from vendors or sub-contractors?

No

- e. Other?

N/A

3. Was the project that the contractor did for the reference similar in nature to the proposed project (type of construction, depth of utilities, etc.).

Yes, it is similar

4. Safety:

- a. Were there any safety issues for the contractor's employees or safety issues with the public?

No

5. General Problems/Issues:

- a. Did the contractor work well with the City/Engineer staffs?

Yes

b. Were there any significant issues with the contractor's employees dealing with the public?

No

c. Were there many complaints from the residents regarding the contractor?

No

d. Did the contractor cleanup his work site sufficiently?

Yes

e. Was there excessive personnel turnover for the contractor's field workers?

No

f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?

No

6. General:

a. How much of the work was self performed versus sub contracted out?

60-70% of the work was self-performed

b. Did the contractor do the utilities or sub contract them out?

Utilities were self-performed

c. Did the contractor do the roadway work or sub contract it out?

It was a mix of both self-performed and subcontracted

7. Would you hire this contractor again?

Yes

Note: Matt was also asked about other projects that Atlas has completed for the City of Seguin, such as the Geronimo Outfall Relocation, IH- Utility Adjustments and SH 123 Bypass Phase II & III. He stated that there were no major or recurring problems with these projects.

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: 318707 Elgin 18 in RWTL Phase II

CONTRACTOR: Atlas Corporation

CONTACT INFO: 830-596-0494

AREA(S) OF WORK: X UTILITIES

_____ CONCRETE

_____ ROADWAY & TRANSPORTATION

_____ GENERAL CONSTRUCTION

_____ OTHER: _____

REFERENCE: Carmen Growth (SAWS) (Flores 24" Rehab Project)

CONTACT INFO: 210-233-2619

DATE OF INTERVIEW: 07/08/2019

1. Project Time:

a. Was the construction started and completed on time?

Yes

b. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?

No

c. Were there any significant delays or work stoppages?

No

d. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?

No

e. Other?

N/A

2. Project Budget:

a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?

No

b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?

No

c. Did the contractor pay his sub-contractors timely?

Yes

d. Were there any liens placed on the project from vendors or sub-contractors?

No

e. Other?

N/A

3. Was the project that the contractor did for the reference similar in nature to the proposed project (type of construction, depth of utilities, etc.).

Yes, like current project

4. Safety:

a. Were there any safety issues for the contractor's employees or safety issues with the public?

No (was in the middle of downtown, San Antonio required that lanes be kept open, but no incidents)

5. General Problems/Issues:

a. Did the contractor work well with the City/Engineer staffs?

Yes

b. Were there any significant issues with the contractor's employees dealing with the public?

No

c. Were there many complaints from the residents regarding the contractor?

No

d. Did the contractor cleanup his work site sufficiently?

Yes

e. Was there excessive personnel turnover for the contractor's field workers?

No

f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?

No

6. General:

a. How much of the work was self performed versus sub contracted out?

At least 40% was self preformed

b. Did the contractor do the utilities or sub contract them out?

Self preformed

c. Did the contractor do the roadway work or sub contract it out?

Self preformed

7. Would you hire this contractor again?

Yes, strongly recommended.

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: 318707 Elgin 18in RWTL Phase II

CONTRACTOR: Vaca Underground Utilities

CONTACT INFO: 281-227-3147

AREA(S) OF WORK: X UTILITIES
 CONCRETE
 ROADWAY & TRANSPORTATION
 GENERAL CONSTRUCTION
 OTHER: _____

REFERENCE: Salem Ayub

CONTACT INFO: 832-395-2359

DATE OF INTERVIEW: 7/15/2019

Attempts to contact Salem Ayub were made on 7/8, 7/11, 7/12, and 7/15. Each time, there was no ringing and the call went straight to voicemail. Voicemails were left asking to return the calls, but this never occurred.

1. Project Time:
 - a. Was the construction started and completed on time?
 - b. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?

- c. Were there any significant delays or work stoppages?
- d. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?
- e. Other?

2. Project Budget:

- a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?
- b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?
- c. Did the contractor pay his sub-contractors timely?
- d. Were there any liens placed on the project from vendors or sub-contractors?
- e. Other?

3. Was the project that the contractor did for the reference similar in nature to the proposed project (type of construction, depth of utilities, etc.).

4. Safety:

- a. Were there any safety issues for the contractor's employees or safety issues with the public?

5. General Problems/Issues:

- a. Did the contractor work well with the City/Engineer staffs?
 - b. Were there any significant issues with the contractor's employees dealing with the public?
 - c. Were there many complaints from the residents regarding the contractor?
 - d. Did the contractor cleanup his work site sufficiently?
 - e. Was there excessive personnel turnover for the contractor's field workers?
 - f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?
6. General:
- a. How much of the work was self performed versus sub contracted out?
 - b. Did the contractor do the utilities or sub contract them out?
 - c. Did the contractor do the roadway work or sub contract it out?
7. Would you hire this contractor again?

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: 318707 Elgin 18 in RWTL Phase II

CONTRACTOR: Vaca Underground Utilities

CONTACT INFO: 281-227-3147

AREA(S) OF WORK: X UTILITIES

_____ CONCRETE

_____ ROADWAY & TRANSPORTATION

_____ GENERAL CONSTRUCTION

_____ OTHER: _____

REFERENCE: Armando Rodriguez (Williams Brothers) (Installed Sewer & Waterline)

CONTACT INFO: 832-435-7963

DATE OF INTERVIEW: 07/08/2019

Armando was unwilling to discuss performance of Vaca Underground Utilities, indicated they left project incomplete, possibly broke contract, all further inquiries to Bob Landum(Vice President, Williams Brothers, 713-522-9821) and Jesse Congrua(Vice President, Williams Brothers, 713-522-9821). Called office, forwarded to voicemail on July 8th.

1. Project Time:

- a. Was the construction started and completed on time?**

- b. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?**
- c. Were there any significant delays or work stoppages?**
- d. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?**
- e. Other?**

2. Project Budget:

- a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?**
- b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?**
- c. Did the contractor pay his sub-contractors timely?**
- d. Were there any liens placed on the project from vendors or sub-contractors?**
- e. Other?**

3. Was the project that the contractor did for the reference similar in nature to the proposed project (type of construction, depth of utilities, etc.).

4. Safety:

- a. Were there any safety issues for the contractor's employees or safety issues with the public?**

5. General Problems/Issues:

- a. Did the contractor work well with the City/Engineer staffs?**
- b. Were there any significant issues with the contractor's employees dealing with the public?**
- c. Were there many complaints from the residents regarding the contractor?**
- d. Did the contractor cleanup his work site sufficiently?**
- e. Was there excessive personnel turnover for the contractor's field workers?**
- f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?**

6. General:

- a. How much of the work was self performed versus sub contracted out?**
- b. Did the contractor do the utilities or sub contract them out?**
- c. Did the contractor do the roadway work or sub contract it out?**

7. Would you hire this contractor again?

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: 318707 Elgin 18in RWTL Phase II

CONTRACTOR: Vaca Underground Utilities

CONTACT INFO: 281-227-3147

AREA(S) OF WORK: X UTILITIES
 CONCRETE
 ROADWAY & TRANSPORTATION
 GENERAL CONSTRUCTION
 OTHER: _____

REFERENCE: Bobby Vasek (East Tidwell) Waterline & Concrete Replacement

CONTACT INFO: 713-400-2755

DATE OF INTERVIEW: 07/15/2019

1. Project Time:

- a. Was the construction started and completed on time?
No, it was started on time, but it was completed behind schedule.
- b. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?
No, substantial completion was not reached on time.
- c. Were there any significant delays or work stoppages?

Yes, as the project was not completed on time.

- d. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?

Yes.

- e. Other?

N/A

2. Project Budget:

- a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?

No

- b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?

No

- c. Did the contractor pay his sub-contractors timely?

Yes

- d. Were there any liens placed on the project from vendors or sub-contractors?

No

- e. Other?

N/A

3. Was the project that the contractor did for the reference similar in nature to the proposed project (type of construction, depth of utilities, etc.).

Yes, it is similar

4. Safety:

- a. Were there any safety issues for the contractor's employees or safety issues with the public?

No

5. General Problems/Issues:

- a. Did the contractor work well with the City/Engineer staffs?

Yes

b. Were there any significant issues with the contractor's employees dealing with the public?

No

c. Were there many complaints from the residents regarding the contractor?

There were some, but nothing out of the ordinary for a water line work.

d. Did the contractor cleanup his work site sufficiently?

Yes, but they had to be pushed to complete this.

e. Was there excessive personnel turnover for the contractor's field workers?

No

f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?

No

6. General:

a. How much of the work was self-performed versus subcontracted out?

60-70% of the work was self-performed while the remaining work was subcontracted out.

b. Did the contractor do the utilities or subcontract them out?

The contractor did the utilities themselves.

c. Did the contractor do the roadway work or subcontract it out?

Not much roadway work was done for this project, so it was done mainly by the contractor.

7. Would you hire this contractor again?

Yes, but they require oversight at the work site. Was one of their first projects as a general contractor, which contributed to their delays.

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: 318707 Elgin RWTL Phase II

CONTRACTOR: Vaca Underground Utilities

CONTACT INFO: 281-227-3147

AREA(S) OF WORK: X UTILITIES
 _____ CONCRETE
 _____ ROADWAY & TRANSPORTATION
 _____ GENERAL CONSTRUCTION
 _____ OTHER: _____

REFERENCE: Jovanni Castillo (SH 99) (Install 12" PVC C900 8" Force Main)

CONTACT INFO: 713-921-1638

DATE OF INTERVIEW: 7/15/2019

The number given to contact the reference was disconnected, and there was not other ways provided to contact them.

1. Project Time:
 - a. Was the construction started and completed on time?
 - b. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?

- c. Were there any significant delays or work stoppages?
- d. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?
- e. Other?

2. Project Budget:

- a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?
- b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?
- c. Did the contractor pay his sub-contractors timely?
- d. Were there any liens placed on the project from vendors or sub-contractors?
- e. Other?

3. Was the project that the contractor did for the reference similar in nature to the proposed project (type of construction, depth of utilities, etc.).

4. Safety:

- a. Were there any safety issues for the contractor's employees or safety issues with the public?

5. General Problems/Issues:

- a. Did the contractor work well with the City/Engineer staffs?

- b. Were there any significant issues with the contractor's employees dealing with the public?
 - c. Were there many complaints from the residents regarding the contractor?
 - d. Did the contractor cleanup his work site sufficiently?
 - e. Was there excessive personnel turnover for the contractor's field workers?
 - f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?
6. General:
- a. How much of the work was self performed versus sub contracted out?
 - b. Did the contractor do the utilities or sub contract them out?
 - c. Did the contractor do the roadway work or sub contract it out?
7. Would you hire this contractor again?

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: 318707 Elgin RWTL Phase II

CONTRACTOR: Vaca Underground Utilities

CONTACT INFO: 281-227-3147

AREA(S) OF WORK: X UTILITIES
 _____ CONCRETE
 _____ ROADWAY & TRANSPORTATION
 _____ GENERAL CONSTRUCTION
 _____ OTHER: _____

REFERENCE: Micheal Barrek(Montgomery Utility District) (Installed Reclaimed Waterline)

CONTACT INFO: 281-367-5383

DATE OF INTERVIEW: 7/15/2019

Number given to contact reference was customer service line for Montgomery Utility District, no other way was found to get in contact.

1. Project Time:
 - a. Was the construction started and completed on time?
 - b. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?

- c. Were there any significant delays or work stoppages?
- d. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?
- e. Other?

2. Project Budget:

- a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?
- b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?
- c. Did the contractor pay his sub-contractors timely?
- d. Were there any liens placed on the project from vendors or sub-contractors?
- e. Other?

3. Was the project that the contractor did for the reference similar in nature to the proposed project (type of construction, depth of utilities, etc.).

4. Safety:

- a. Were there any safety issues for the contractor's employees or safety issues with the public?

5. General Problems/Issues:

- a. Did the contractor work well with the City/Engineer staffs?

- b. Were there any significant issues with the contractor's employees dealing with the public?
 - c. Were there many complaints from the residents regarding the contractor?
 - d. Did the contractor cleanup his work site sufficiently?
 - e. Was there excessive personnel turnover for the contractor's field workers?
 - f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?
6. General:
- a. How much of the work was self performed versus sub contracted out?
 - b. Did the contractor do the utilities or sub contract them out?
 - c. Did the contractor do the roadway work or sub contract it out?
7. Would you hire this contractor again?

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: 318707 Elgin 18in RWTL Phase II

CONTRACTOR: Vaca Underground Utilities

CONTACT INFO: 281-227-3147

AREA(S) OF WORK: X UTILITIES
 _____ CONCRETE
 _____ ROADWAY & TRANSPORTATION
 _____ GENERAL CONSTRUCTION
 _____ OTHER: _____

REFERENCE: Osva Perez (Houston) (Installed Sewer Line & Waterline Open Cut.)

CONTACT INFO: 281-328-6740

DATE OF INTERVIEW: 7/11/2019

Called the contact number for Osva Perez, and got a dial tone, which means the line is disconnected and he was unreachable.

1. Project Time:
 - a. Was the construction started and completed on time?
 - b. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?

- c. Were there any significant delays or work stoppages?
- d. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?
- e. Other?

2. Project Budget:

- a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?
- b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?
- c. Did the contractor pay his sub-contractors timely?
- d. Were there any liens placed on the project from vendors or sub-contractors?
- e. Other?

3. Was the project that the contractor did for the reference similar in nature to the proposed project (type of construction, depth of utilities, etc.).

4. Safety:

- a. Were there any safety issues for the contractor's employees or safety issues with the public?

5. General Problems/Issues:

- a. Did the contractor work well with the City/Engineer staffs?

- b. Were there any significant issues with the contractor's employees dealing with the public?
 - c. Were there many complaints from the residents regarding the contractor?
 - d. Did the contractor cleanup his work site sufficiently?
 - e. Was there excessive personnel turnover for the contractor's field workers?
 - f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?
6. General:
- a. How much of the work was self performed versus sub contracted out?
 - b. Did the contractor do the utilities or sub contract them out?
 - c. Did the contractor do the roadway work or sub contract it out?
7. Would you hire this contractor again?

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: 318707 Elgin 18 in RWTL Phase II

CONTRACTOR: Doughtie Construction

CONTACT INFO: 936-295-2065

AREA(S) OF WORK: X UTILITIES
 CONCRETE
 ROADWAY & TRANSPORTATION
 GENERAL CONSTRUCTION
 OTHER: _____

REFERENCE: Bob Staehs (Everett, Griffith & Associates) (Sanitary Sewer Improvements)

CONTACT INFO: 903-658-2065

DATE OF INTERVIEW: 07/08/2019

1. Project Time:
 - a. Was the construction started and completed on time?
Yes
 - b. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?
No, but shied away from outstanding/ongoing issues
 - c. Were there any significant delays or work stoppages?

No

- d. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?

No

- e. Other?

N/A

2. Project Budget:

- a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?

No

- b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?

No

- c. Did the contractor pay his sub-contractors timely?

No

- d. Were there any liens placed on the project from vendors or sub-contractors?

No

- e. Other?

Slow in paying vendors, very slow in paying subcontractors so much that he received calls from ones that hadn't been paid

3. Was the project that the contractor did for the reference similar in nature to the proposed project (type of construction, depth of utilities, etc.).

Yes, it is a similar project

4. Safety:

- a. Were there any safety issues for the contractor's employees or safety issues with the public?

No

5. General Problems/Issues:

- a. Did the contractor work well with the City/Engineer staffs?

Yes

- b. Were there any significant issues with the contractor's employees dealing with the public?

No

- c. Were there many complaints from the residents regarding the contractor?

No

- d. Did the contractor cleanup his work site sufficiently?

Yes

- e. Was there excessive personnel turnover for the contractor's field workers?

No

- f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?

No

6. General:

- a. How much of the work was self performed versus sub contracted out?

About 90% was self preformed with the remaining 10% subcontracted out

- b. Did the contractor do the utilities or sub contract them out?

Themselves

- c. Did the contractor do the roadway work or sub contract it out?

Subcontract, but there was not much roadway work to be done

7. Would you hire this contractor again?

Yes, but would note that they struggled/didn't pay their subcontractors in a timely manner and did not follow through with continuing issues once the project had been completed.

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: 318707 Elgin 18in RWTL Phase II

CONTRACTOR: Doughtie Construction

CONTACT INFO: 936-295-9420

AREA(S) OF WORK: X UTILITIES
 CONCRETE
 ROADWAY & TRANSPORTATION
 GENERAL CONSTRUCTION
 OTHER: _____

REFERENCE: Thomas Kuykendall (CivilCorp)(Lakeland to Liberty Bypass Connector)

CONTACT INFO: 832-594-8780

DATE OF INTERVIEW: 07/08/2019

1. Project Time:
 - a. Was the construction started and completed on time?
Lagged a bit, but the work site was really messy and difficult to work on
 - b. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?
No
 - c. Were there any significant delays or work stoppages?

No

- d. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?

No

- e. Other?

N/A

2. Project Budget:

- a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?

No

- b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?

No

- c. Did the contractor pay his sub-contractors timely?

Yes

- d. Were there any liens placed on the project from vendors or sub-contractors?

No

- e. Other?

N/A

3. Was the project that the contractor did for the reference similar in nature to the proposed project (type of construction, depth of utilities, etc.).

Yes, it is similar

4. Safety:

- a. Were there any safety issues for the contractor's employees or safety issues with the public?

No

5. General Problems/Issues:

- a. Did the contractor work well with the City/Engineer staffs?

Yes

b. Were there any significant issues with the contractor's employees dealing with the public?

No

c. Were there many complaints from the residents regarding the contractor?

No

d. Did the contractor cleanup his work site sufficiently?

Yes

e. Was there excessive personnel turnover for the contractor's field workers?

No

f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?

No

6. General:

a. How much of the work was self performed versus sub contracted out?

90-95%

b. Did the contractor do the utilities or sub contract them out?

Sub contracted out the electrical work

c. Did the contractor do the roadway work or sub contract it out?

Contractor

7. Would you hire this contractor again?

Yes

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: 318707 Elgin 18in RWTL Phase II

CONTRACTOR: Doughtie Construction

CONTACT INFO: 936-295-9420

AREA(S) OF WORK: X UTILITIES
 CONCRETE
 ROADWAY & TRANSPORTATION
 GENERAL CONSTRUCTION
 OTHER: _____

REFERENCE: Y. S. Ramachandra (City of Huntsville)(7th Street Rehab)

CONTACT INFO: 934-294-5760

DATE OF INTERVIEW: 07/08/2019

8. Project Time:

f. Was the construction started and completed on time?

Yes

g. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?

Yes

h. Were there any significant delays or work stoppages?

No

- i. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?

No

- j. Other?

N/A

9. Project Budget:

- f. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?

No

- g. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?

No

- h. Did the contractor pay his sub-contractors timely?

N/A

- i. Were there any liens placed on the project from vendors or sub-contractors?

No

- j. Other?

No

10. Was the project that the contractor did for the reference similar in nature to the proposed project (type of construction, depth of utilities, etc.).

Yes, it is similar

11. Safety:

- b. Were there any safety issues for the contractor's employees or safety issues with the public?

No

12. General Problems/Issues:

- g. Did the contractor work well with the City/Engineer staffs?

Yes

h. Were there any significant issues with the contractor's employees dealing with the public?

No

i. Were there many complaints from the residents regarding the contractor?

No

j. Did the contractor cleanup his work site sufficiently?

Yes

k. Was there excessive personnel turnover for the contractor's field workers?

No

l. Were there any communication issues with the contractor's employees (ie. unable to speak English)?

No

13. General:

a. How much of the work was self performed versus sub contracted out?

100% self performed

b. Did the contractor do the utilities or sub contract them out?

N/A

c. Did the contractor do the roadway work or sub contract it out?

N/A

14. Would you hire this contractor again?

Yes, this contractor works locally for the city all the time, on contracts ranging from 200/300K to 2 Million.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE AN AGREEMENT WITH SHERIDAN ENVIRONMENTAL, LLC TO PROVIDE SLUDGE HAULING SERVICES FOR A TERM OF THREE YEARS AND; TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.

DEPARTMENT: Director of Finance

PROPOSED ACTION: Authorize Mayor to Execute the Agreement as presented or with any modifications the Council may wish to suggest.

BACKGROUND:

Sheridan Environmental has been providing sludge hauling services for the City's wastewater operation for over four years. During that period the services provided have been to the highest standards as prescribed by the prior contract. The termination date of the contract was February 1, 2019. In the mean-time Sheridan continued to provide this service and will continue to do so through September 30, 2019.

As a result of stricter environmental requirements imposed by TCEQ, landfills where the sludge is disposed of have increased their dumping prices. As a result, the price quoted by Sheridan to continue this service has increased from \$480 per load to \$625 or 23.2%.

In checking prices for comparable services in the area, it was found that other haulers are quoting prices in excess of \$800 per load. Based on these circumstances it is recommended that the Council approve the Agreement with Sheridan and authorize the Mayor to execute the Agreement on behalf of the City. The terms and conditions of the proposed cost and scope of work are documented in a Services Agreement, attached hereto as EXHIBIT A;

BUDGET/FINANCIAL IMPACT:

Provisions for the increase in costs are to be provided in the proposed budget for FY 2019-20.

RECOMMENDATION: Recommended for acceptance

ATTACHMENTS: Copy of the Resolution authorizing the Agreement between City and Sheridan Environmental are attached as well as Exhibit A of the Resolution containing the scope of work, services to be provided, cost of services and other terms and conditions to be agreed to between the parties.

{X} Staff will provide brief comments and answer questions on this item at 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 COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE AN AGREEMENT WITH SHERIDAN ENVIRONMENTAL, LLC TO PROVIDE SLUDGE HAULING SERVICES FOR A TERM OF THREE YEARS AND; TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, Sheridan Environmental (Contractor) has been providing sludge hauling services for the City's wastewater operation under a contract executed February 1, 2014; and

WHEREAS, the contract ended in February 1, 2019 but the "Contractor" continued to provide the services as specified in the contract beyond that date and has agreed to continue to provide that service at the original price through September 30, 2019; and

WHEREAS, the "Contractor" wishes to renew the contract as of October 1, 2019 at an increase of 23.2% based on increases in costs required by landfills due to tougher TCEQ requirements for disposal of pressed sludge; and

WHEREAS, staff has requested quotes from other haulers in the area whose quotes are several hundred dollars per load, above that quoted by Sheridan; and

WHEREAS, the terms and conditions of the proposed cost and scope of work are documented in a Services Agreement, attached hereto as EXHIBIT A;

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

The City Council approves the entering into the Services Agreement with Sheridan Environmental LLC, under the terms and conditions shown in EXHIBIT A and that the Mayor is authorized on behalf of the City to execute said Agreement which is incorporated herein for all purposes and that Sheridan Environmental LLC shall provide said services as described therein.

APPROVED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS ON THIS 6th DAY OF AUGUST, 2019.

Chris Cannon, Mayor

ATTEST:

Amelia Sanchez, City Secretary

EXHIBIT A

This agreement between City of Elgin herein called "Client", and Sheridan Environmental LLC, 14926 FM 620 North, Austin, TX 78717, herein called "Sheridan", provides for performance by Sheridan of the work under the terms and conditions set forth below.

1. The Commencement Date is October 1, 2019.
2. The Completion Date is Oct 1, 2021. The Contract may be renewed by letter agreement under the same terms and conditions for a period not to exceed 12 months from the original Completion Date.
3. The Contract Price is: \$625.00 Per load .
4. The location and description of the work is as follows:
 - a. Location 1: LCRA Elgin WWTP, 720 West Cleveland Street, Elgin TX 78621-3205 :
 - i. Removal of domestic wastewater sludge from premises in Sheridan-provided 20 yard roll-off containers.
 - ii. Disposal of same wastewater sludge at Walker Aero Environmental, 3600 North FM 973, Austin, TX, TCEQ registration # 2310, or other facility approved by TCEQ to take such material.
5. Project Costs. Sheridan shall furnish at its own expense, protective equipment and travel to and from the job, together with all other items which may be necessary in the performance and completion of the work herein described, except such as may be specifically provided to be furnished by Client.
6. Insurance: Sheridan shall, at all times during the period in which this agreement is in force and effect, provide and maintain insurance and shall require all sub-contractors any tier to provide and maintain insurance of the type and in limits as set forth below. Such insurance shall name the parties required to secure same as insured and shall include Client as an "additional insured". A Certificate of Insurance will be furnished to Client before the commencement of any work under this contract.
 - a. Liability Insurance. Sheridan shall carry Comprehensive Automobile and General Liability Insurance, at its sole cost and expense, covering all operations under this contract whether such operations be by himself or by any sub-contractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such liability insurance shall be as follows:
 - i. General Liability Insurance
 1. General Aggregate \$300,000
 2. Each Occurrence \$100,000
 3. The general liability insurance required by the preceding paragraph shall include the following extensions of coverage:
 - a. Contractual liability endorsement

EXHIBIT A

- b. Products and completed operations liability endorsement
 - c. Explosion, collapse and underground hazards endorsement
 - d. Client as an "additional insured" endorsement
- ii. Automobile Liability Insurance. The minimum acceptable limits of liability to be provided by such automobile liability insurance shall be as follows:
 - 1. Combined Single Limit \$300,000
 - 2. Said automobile liability insurance shall provide coverage for owned, unowned and hired vehicles.
- iii. Workers' Compensation Insurance Coverage
 - 1. Definitions
 - a. Certificate of coverage ("certificate") A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - b. Duration of the project Includes the time from the beginning of the work on the project until Sheridan's work on the project has been completed and accepted by Client.
 - c. Persons providing services on the project ("sub-contractor" in §406.096) - includes all persons or entities performing all or part of the services Sheridan has undertaken to perform on the project, regardless of whether that person contracted directly with Sheridan and regardless of whether that person has employees. This includes, without limitation, independent contractors, sub-contractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
 - 2. Sheridan shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Sheridan providing services on the project, for the duration of the project.
 - 3. Sheridan must provide a certificate of coverage to Client prior to being awarded the contract upon request.

EXHIBIT A

4. If the coverage period shown on Sheridan's current certificate of coverage ends during the duration of the project, Sheridan must, upon request, prior to the end of the coverage period, file a new certificate of coverage with Client showing that coverage has been extended.
5. Sheridan shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
6. Sheridan shall notify Client in writing by certified mail or personal delivery, within 10 days after the Sheridan knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
7. Sheridan shall upon request post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
8. By signing this contract or providing or causing to be provided a certificate of coverage, Sheridan is representing to the Client that all employees of Sheridan who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Sheridan to administrative penalties, criminal penalties, civil penalties, or other civil actions.
9. Sheridan's failure to comply with any of these provisions is a breach of contract by Sheridan which entitles Client to declare the contract void if Sheridan does not remedy the breach within ten days after receipt of notice of breach from Client.
 - b. Cancellation of Insurance. Sheridan shall not cause any insurance policy to be canceled or permit it to lapse and all insurance policies shall include an endorsement to the effect that the insurance policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the Client stating the date when such cancellation or reduction shall be effective which date shall not be less than thirty (30) days after such notice.
7. Risk Of Loss: Until written acceptance of the work by Client, all risk of loss, injury, or destruction by any cause shall be borne by Sheridan. Responsibility of Sheridan shall extend to materials and equipment supplied by Client for the job.
8. Non-Assignability: This contract shall not be transferred, assigned or subcontracted without the advance written approval of Client. Subcontracting shall not relieve Sheridan of primary responsibility.
9. Defaults: Time and quality of work shall be of the essence of this contract. If Sheridan fails to begin or prosecute the work with reasonable diligence, without interruption, and in a good and workmanlike manner, Client may, at its option, upon three (3) days' notice in writing to Sheridan, terminate the work. Without prejudice to any other remedy it may have, Client may take control of the work for the purpose of completing

EXHIBIT A

the same under the terms hereof, either by its own employees, or by other independent contract. The provisions of this section shall not apply to any defaults in performance of the incidental covenants of Sheridan, which are not directly related to the continuity and quality of the work.

10. Notices: Notices hereunder shall be sent to Client and to Sheridan at the addresses at the head of this document, but all requests given Sheridan's foremen on the job by Client's representatives shall be conclusive. Oral communications will be sufficient except as to matters required to be in writing by this contract.
11. Compliance with Authority: Sheridan agrees to comply with all laws, orders, rules or regulations of any governmental body, including without limitation those pertaining to Social Security, safety, health, old age pension and unemployment compensation.
12. Safety: Sheridan shall conform to safety requirements set forth in federal, state and local codes and regulations applicable to its industry and appropriate technical bulletins and manuals. Sheridan shall train its employees in the safe work procedures for the tasks to be performed, and shall provide and require use of personal protective equipment for persons in or about the project site.
13. Payment: Client will be invoiced at the beginning of each month for services rendered during the prior month. Payment is due 30 days after receipt of invoice. Past due invoices will accrue interest at either 18% per annum, or the highest rate allowed by law, whichever is less.
14. Interpretation: This contract constitutes the entire agreement between the parties, and no other conversations, bids, memoranda, or other matter shall vary, alter, or interpret the terms hereof. The captions in this instrument are for convenience of the parties in identifying the several provisions and shall not constitute a part of the agreement nor be considered interpretive thereof. Failure of either party to exercise any option, right, or privilege hereunder, or to demand compliance as to any obligation or covenant shall not constitute a waiver of any such right, privilege or option, or of the strict performance hereof unless waiver is expressly required in such event, or is evidence by properly executed instrument.

EXHIBIT A

EXECUTED by the parties and on this _____, 20_____.

Sheridan Environmental. LLC, _____ By: Phillip McCammon V President	_____ [Client] By: _____ [signature] _____ [print name] _____ [title]
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This agreement between City of Elgin herein called "Client", and Sheridan Environmental. LLC, 14926 FM 620 North, Austin, TX 78717, herein called "Sheridan", provides for performance by Sheridan of the work under the terms and conditions set forth below.

1. The Commencement Date is October 1, 2019.
2. The Completion Date is Oct 1, 2021. The Contract may be renewed by letter agreement under the same terms and conditions for a period not to exceed 12 months from the original Completion Date.
3. The Contract Price is: \$625.00 Per load.
4. The location and description of the work is as follows:
 - a. Location 1: LCRA Elgin WWTP, 720 West Cleveland Street, Elgin TX 78621-3205 :
 - i. Removal of domestic wastewater sludge from premises in Sheridan-provided 20 yard roll-off containers.
 - ii. Disposal of same wastewater sludge at Walker Aero Environmental, 3600 North FM 973, Austin, TX, TCEQ registration # 2310, or other facility approved by TCEQ to take such material.
5. Project Costs. Sheridan shall furnish at its own expense, protective equipment and travel to and from the job, together with all other items which may be necessary in the performance and completion of the work herein described, except such as may be specifically provided to be furnished by Client.
6. Insurance: Sheridan shall, at all times during the period in which this agreement is in force and effect, provide and maintain insurance and shall require all sub-contractors any tier to provide and maintain insurance of the type and in limits as set forth below. Such insurance shall name the parties required to secure same as insured and shall include Client as an "additional insured". A Certificate of Insurance will be furnished to Client before the commencement of any work under this contract.
 - a. Liability Insurance. Sheridan shall carry Comprehensive Automobile and General Liability Insurance, at its sole cost and expense, covering all operations under this contract whether such operations be by himself or by any sub-contractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such liability insurance shall be as follows:
 - i. General Liability Insurance
 1. General Aggregate \$300,000
 2. Each Occurrence \$100,000
 3. The general liability insurance required by the preceding paragraph shall include the following extensions of coverage:
 - a. Contractual liability endorsement

- b. Products and completed operations liability endorsement
 - c. Explosion, collapse and underground hazards endorsement
 - d. Client as an "additional insured" endorsement
- ii. Automobile Liability Insurance. The minimum acceptable limits of liability to be provided by such automobile liability insurance shall be as follows:
 - 1. Combined Single Limit \$300,000
 - 2. Said automobile liability insurance shall provide coverage for owned, unowned and hired vehicles.
- iii. Workers' Compensation Insurance Coverage
 - 1. Definitions
 - a. Certificate of coverage ("certificate") A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - b. Duration of the project Includes the time from the beginning of the work on the project until Sheridan's work on the project has been completed and accepted by Client.
 - c. Persons providing services on the project ("sub-contractor" in §406.096) - includes all persons or entities performing all or part of the services Sheridan has undertaken to perform on the project, regardless of whether that person contracted directly with Sheridan and regardless of whether that person has employees. This includes, without limitation, independent contractors, sub-contractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
 - 2. Sheridan shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Sheridan providing services on the project, for the duration of the project.
 - 3. Sheridan must provide a certificate of coverage to Client prior to being awarded the contract upon request.

4. If the coverage period shown on Sheridan's current certificate of coverage ends during the duration of the project, Sheridan must, upon request, prior to the end of the coverage period, file a new certificate of coverage with Client showing that coverage has been extended.
5. Sheridan shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
6. Sheridan shall notify Client in writing by certified mail or personal delivery, within 10 days after the Sheridan knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
7. Sheridan shall upon request post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
8. By signing this contract or providing or causing to be provided a certificate of coverage, Sheridan is representing to the Client that all employees of Sheridan who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Sheridan to administrative penalties, criminal penalties, civil penalties, or other civil actions.
9. Sheridan's failure to comply with any of these provisions is a breach of contract by Sheridan which entitles Client to declare the contract void if Sheridan does not remedy the breach within ten days after receipt of notice of breach from Client.

b. Cancellation of Insurance. Sheridan shall not cause any insurance policy to be canceled or permit it to lapse and all insurance policies shall include an endorsement to the effect that the insurance policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the Client stating the date when such cancellation or reduction shall be effective which date shall not be less than thirty (30) days after such notice.

7. Risk Of Loss: Until written acceptance of the work by Client, all risk of loss, injury, or destruction by any cause shall be borne by Sheridan. Responsibility of Sheridan shall extend to materials and equipment supplied by Client for the job.
8. Non-Assignability: This contract shall not be transferred, assigned or subcontracted without the advance written approval of Client. Subcontracting shall not relieve Sheridan of primary responsibility.
9. Defaults: Time and quality of work shall be of the essence of this contract. If Sheridan fails to begin or prosecute the work with reasonable diligence, without interruption, and in a good and workmanlike manner, Client may, at its option, upon three (3) days' notice in writing to Sheridan, terminate the work. Without prejudice to any other remedy it may have, Client may take control of the work for the purpose of completing

the same under the terms hereof, either by its own employees, or by other independent contract. The provisions of this section shall not apply to any defaults in performance of the incidental covenants of Sheridan, which are not directly related to the continuity and quality of the work.

10. Notices: Notices hereunder shall be sent to Client and to Sheridan at the addresses at the head of this document, but all requests given Sheridan's foremen on the job by Client's representatives shall be conclusive. Oral communications will be sufficient except as to matters required to be in writing by this contract.
11. Compliance with Authority: Sheridan agrees to comply with all laws, orders, rules or regulations of any governmental body, including without limitation those pertaining to Social Security, safety, health, old age pension and unemployment compensation.
12. Safety: Sheridan shall conform to safety requirements set forth in federal, state and local codes and regulations applicable to its industry and appropriate technical bulletins and manuals. Sheridan shall train its employees in the safe work procedures for the tasks to be performed, and shall provide and require use of personal protective equipment for persons in or about the project site.
13. Payment: Client will be invoiced at the beginning of each month for services rendered during the prior month. Payment is due 30 days after receipt of invoice. Past due invoices will accrue interest at either 18% per annum, or the highest rate allowed by law, whichever is less.
14. Interpretation: This contract constitutes the entire agreement between the parties, and no other conversations, bids, memoranda, or other matter shall vary, alter, or interpret the terms hereof. The captions in this instrument are for convenience of the parties in identifying the several provisions and shall not constitute a part of the agreement nor be considered interpretive thereof. Failure of either party to exercise any option, right, or privilege hereunder, or to demand compliance as to any obligation or covenant shall not constitute a waiver of any such right, privilege or option, or of the strict performance hereof unless waiver is expressly required in such event, or is evidence by properly executed instrument.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING AND ADOPTING THE 2019 FIVE-YEAR CAPITAL IMPROVEMENT PLAN, A REPORT ON ANTICIPATED CAPITAL EXPENDITURES AND PROJECTS FOR ALL MUNICIPAL OPERATIONS FROM OCTOBER 2019 THROUGH SEPTEMBER 2024; AND PROVIDING FOR RELATED MATTERS.

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration and adoption of Resolution approving 2019 Five-Year Capital Plan (5YRCP) for both Operations and Capital Projects.

BACKGROUND:

Discussed at previous meetings; This action was scheduled as part of the FY2019-20 Budget Development Calendar and represents a formative step in the final development of the FY19-20 Annual Budget.

The 5YRCP is a comprehensive financial planning document describing all currently proposed capital expenditures within all city departments and operations for each of the next five years. The 5YRCP is designed to provide operations managers with the opportunity to look beyond the standard 12-month governmental funding cycle; while also providing Council and the administration with information necessary to achieve effective long-term financial planning.

The City Council conducted a Public Hearing on the Proposed 5YRCP at the July 2 Regular Meeting.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Adoption of the Resolution approving 2019 Five-Year Capital Plan (5YRCP) for Capital Projects, as may or may not be amended.

ATTACHMENTS:

None (*Council has already been provided copies of the documents, which are available for review by the public at City Hall or the Elgin Public Library or on the city website.*)

{ } 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 APPROVING
AND ADOPTING THE 2019 FIVE-YEAR CAPITAL IMPROVEMENT
PLAN, A REPORT ON ANTICIPATED CAPITAL EXPENDITURES
AND PROJECTS FOR ALL MUNICIPAL OPERATIONS FROM
OCTOBER 2019 THROUGH SEPTEMBER 2024; AND PROVIDING
FOR RELATED MATTERS.**

WHEREAS, the City Manager has prepared and submitted the proposed *City of Elgin 2019 Five-Year Capital Improvement Plan - Capital Projects*, describing projected capital improvement expenditures and/or projects for all municipal operations the next five years ensuing; and,

WHEREAS, the Mayor and City Council has considered and reviewed this proposal, and conducted a Public Hearing to review the plan; and,

WHEREAS, the Mayor and City Council has amended the program as deemed appropriate and has now determined same to be an effective and accurate current projection of anticipated capital expenditures for the next five years.

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

Section 1. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. The *City of Elgin 2019 Five-Year Capital Improvement Plan - Capital Projects* is hereby approved and adopted, a copy of which is to be attached hereto marked "Exhibit A" and "Exhibit B" and made part of this Resolution as if copied verbatim herein.

Section 4. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Local Government Code.

Section 5. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 6th day of August, 2018

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Presentation of the proposed FY2019-20 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 FY2019-20 Annual Operating Budget as proposed by the City Manager. The FY2019-20 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 FY2019-20 Budget Development Calendar.

The proposed FY2019-20 *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, 2019 through September 30, 2020.

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 FY2019-20 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.