AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, SEPTEMBER 3, 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 HEARING**

1. **Public Hearing On The Proposed FY 2019-20 Annual Budget And Ad Valorem (Property) Tax Rate For The City Of Elgin.**

   Documents:

   EX SUMM TAX RATE PUBLIC HEARING 2019-20.PDF
   REQUIRED FIRST PAGE OF THE OPERATING BUDGET.PDF
   FY1920 BUDGET MESSAGE_.PDF

VI. **PUBLIC COMMENT**

Individuals may request to speak on items on the agenda, and items not on the agenda, by requesting to speak during the meeting and under "PUBLIC COMMENT" and will be required to fill out a "PUBLIC COMMENT FORM" and present it, along with any material, handouts or information for Council, to the City Secretary prior to commencement of the Council meeting. Speaker comments are limited to three (3) minutes.

No formal action can be taken by the City Council on items not posted on the agenda. Items requiring a Public Hearing will allow a member of the public an opportunity to speak during the Public Hearing and does not require submission of a "PUBLIC COMMENT FORM." Speakers must address their comments to the Mayor or Presiding Officer rather than to an individual Council Member or member of Staff. All speakers must limit their comments to the specific subject matter noted on the "PUBLIC COMMENT FORM" and refrain from personal attacks or derogatory comments directed at any Council Member, member of Staff, other individual or group.

VII. **PRESENTATION**

1. **Employee Of The Third Quarter**

   Documents:

   EXECUTIVE SUMMARY EOQ 3RD 2019.PDF
   CONGRATS LETTER EOQ 3RD 2019.PDF

VIII. **CITY MANAGERS REPORT**

1. **FY19-20 School Resource Officer Services - EPD Chief South**

   Documents:

   EXSUMMARY - EPD REPORT.PDF
   SRO CONTRACT WITH EISD FOR 2019-20.PDF

2. **Update On Various Issues Associated With An Area In The Southeast Quadrant Of The City Annexed In 2015 ("Annexed Area") And Related Matters**

   Documents:

   EX SUMMARY - ANNEXED AREA5.PDF
   AREA 2 MAP.PDF
   AREA 3 MAP.PDF
   MEMANNEXEDAREA3119.PDF

3. **General Activity Report And/Or Project Update**

   Documents:

   EXSUMMARY - GENERAL ACTIVITY REPORT.PDF

4. **Departmental Monthly Reports - July**

   Documents:

   EXSUMMARY COVER SHEET DEPARTMENTAL REPORTS.PDF
   APRIL 2019 MONTHLY PLANNING REPORT (002).PDF
   MAY 2019 MONTHLY PLANNING REPORT.PDF

JUNE 2019 MONTHLY PLANNING REPORT.PDF
JULY 2019 MONTHLY PLANNING REPORT.PDF
LIBRARY REPORT FOR JULY 2019.PDF
OCA REPORT JULY 2019.PDF
PARKS REPORT - JULY.PDF
PD REPORT - JULY.PDF
PUBLIC WORKS REPORT - JULY.PDF
UTILITIES REPORT - JULY.PDF
UTILITY BILLING REPORT - JULY.PDF

IX. CONSENT AGENDA

All of the items on the consent agenda are considered to be self-explanatory by the Council and will be enacted with one motion, one second, and one vote. There will be no separate discussion of theses items unless a council member removes an item from the Consent Agenda and places it on the New Business section for Discussion and action.

1. **City Council Workshop Minutes - June 18, 2019 And City Council Regular Meeting Minutes August 6, 2019.**

   Documents:

   EXSUMMARY COVER SHEET MINUTES.PDF
   CITY COUNCIL WORKSHOP MINUTES 6-18-19.PDF
   CITY COUNCIL MINUTES 08-06-2019.PDF

X. NEW BUSINESS

1. **CONSIDER A REQUEST FROM ELGIN ISD FOR STREET CLOSURES FOR THE HOMECOMING COMMUNITY PARADE & PEP RALLY.**

   Documents:

   EXECUTIVE SUMMARY SHEET EISDHOMECOMINGPARADEPEPRALLY STREET CLOSURES.PDF
   COMMUNITY PARADE PEP RALLY WAIVER REQUEST.PDF
   HOMECOMING COMMUNITY PARADE PEP RALLY MAP.PDF

2. **CONSIDER WAIVING FEES FOR COSTS ASSOCIATED WITH STREET CLOSURES AND PARK RENTAL FOR THE ELGIN ISD HOMECOMING COMMUNITY PARADE AND PEP RALLY ON WEDNESDAY, OCTOBER 2, 2019.**

   Documents:

   EXECUTIVE SUMMARY ELGIN ISD HOMECOMING COMMUNITY PARADE AND PEP RALLY FEE WIAVER REQUEST .PDF
   COMMUNITY PARADE PEP RALLY WAIVER REQUEST.PDF
   HOMECOMING COMMUNITY PARADE PEP RALLY MAP.PDF

3. **AN ORDINANCE AMENDING CHAPTER 42, ARTICLE IV. SOLID WASTE, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, , BY AMENDING CHAPTER 42 AND ADOPTING SECTION 42-277 REGARDING TRASH COLLECTION BY THE CITY; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE**
   Discussion Only

   Documents:

   EX SUMMARY - GONZALEZ ITEM_TRASH CARTS.PDF
   ORDTRASH CART REMOVAL919.PDF

4. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE ACCEPTANCE OF A GRANT(GAG-20005) FROM THE TEXAS STATE LIBRARY & ARCHIVE COMMISSION IN THE AMOUNT OF $24,724.00 ; AND AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.**

   Documents:

   EX SUMM AWARD OF LIBRARY GRANT.PDF
   TEX LIBRARY GRANT GAG 20005 9-3-2019 W EX A.PDF
   LIBRARY GRANT 2020 AWARD LETTERS -.PDF
   RES NO AUTHORIZE LIBRARY GRANT.PDF

5. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE RENEWAL OF AN AGREEMENT WITH STW INC. TO PROVIDE SOFTWARE AND MAINTENANCE SERVICES FOR THE CITY'S FINANCIAL AND BUDGETARY/ACCOUNTING SOFTWARE FOR A TERM OF ONE YEAR; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.**

   Documents:

   EXSUM AUTHORIZING EXECUTION OF AGREE WITH STW INC..PDF
   06 RES NO AUTHORIZE AGREE. WITH STW INC.PDF
   ELGIN CITY OF - 1 YEAR SOFTWARE LEASE CONTRACT - 2019 RENEWAL.PDF

6. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE AN AGREEMENT WITH ON-TECHNOLOGY TO PROVIDE INFRASTRUCTURE DEVELOPMENT, NETWORK MAINTENANCE AND SUPPORT SERVICES FOR THE CITY'S COMPUTER SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT**

   Documents:

   EXSUM AUTHORIZING EXECUTION OF AGREE WITH ON-TECH.PDF
   RES NO AUTHORIZE AGREE. WITH ON-TECH.PDF
   EXHIBIT A - ONTECH AGREEMENT.PDF
   PRICE QUOTES ON-TECH.PDF

7. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE AN AGREEMENT WITH DAHILL OFFICE**

TECHNOLOGY CORPORATION TO LEASE A TOTAL OF THREE COPIERS FOR A PERIOD OF SIXTY (60) MONTHS; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

Documents:

EX SUMMARY DAHILL.PDF
RESOLUTION DAHILL.PDF
EXHIBIT A MANAGED DOC SVCS AGREEMENT.PDF
EXHIBIT B MASTER COST PER COPY AGREEMENT.PDF
ATTACHMENT A PROPOSED SOULUTION DETAIL.PDF

8. **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING AN AFFADAVIT FOR A SCRIVENERS ERROR CORRECTING THE SPELLING OF "ADIRONDAK PASS" TO "ADIRONDACK PASS" ON SHEET 1 OF THE FINAL PLAT IN THE LINEAR FOOTAGE OF RIGHT-OF-WAY TABLE, SHEET 1 OF THE FINAL PLAT IN THE RIGHT-OF-WAY EXHIBIT, & SHEET 2 OF THE FINAL PLAT AS LISTED IN LOTS NUMBER 1 & 6 BY THE ORIGINAL SURVEYOR OF SARATOGA FARMS SUBDIVISION, SECTION FIVE FINAL PLAT.**

Documents:

EX SUMMARY ADIRONDACK.PDF
RESOLUTION ADIRONDACK.PDF
EXHIBIT ADIRONDACK.PDF

9. **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING AN AFFADAVIT FOR A SCRIVENERS ERROR CORRECTING THE SPELLING OF "SCHYYLERVILEE DRIVE" TO "SCHUYLERVILLE DRIVE" ON SHEET 1 OF THE FINAL PLAT IN THE LINEAR FOOTAGE OF RIGHT-OF-WAY TABLE, SHEET 1 OF THE FINAL PLAT IN THE RIGHT-OF-WAY EXHIBIT, & SHEET 3 OF THE FINAL PLAT AS LISTED IN LOTS NUMBER 1 & 4 BY THE ORIGINAL SURVEYOR OF SARATOGA FARMS SUBDIVISION, SECTION FOUR FINAL PLAT.**

Documents:

EX SUMMARY SCHUYLERVILLE DR.PDF
RESOLUTION SCHUYLERVILLE DR.PDF
ATTACHMENTS SCHUYLERVILLE DR.PDF

XI. EXECUTIVE SESSION

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

XII. RECONVENE

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

XIII. ANNOUNCEMENTS

XIV. ADJOURMENT

Notice of Assistance at Public Meetings, the City of Elgin is committed to compliance with the Americans with Disabilities Act. Elgin City Hall and Council Chambers are wheelchair accessible and special marked parking is available. Persons with Disabilities who plan to attend this meeting and who may need assistance are requested to contact the City Secretary's Office at (512)229-3222. Please provide forty-eight hours notice when feasible.

I, Amelia Sanchez, City Secretary for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before Friday, August 30, 2019, in accordance with Chapter 551 of the Texas Government Code.

_____
Amelia Sanchez, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Public Hearing on the Proposed FY 2019-20 Annual Budget and *Ad Valorem* (Property) Tax Rate for the City of Elgin.

DEPARTMENT: City Manager

PROPOSED ACTION:

No Council action proposed or requested at this time; This item is to allow for public comments on the proposed FY 2019-20 Annual Budget and Property Tax Rate prior to its consideration for adoption by the City Council.

BACKGROUND:

Discussed at previous meetings; This hearing was scheduled as part of the 2019 Budget Development Calendar and represents one of the final steps in the development of the FY19-20 Annual Budget.

The proposed *FY19-20 Annual Budget* is a zero-based, balanced, and appropriately conservative financial plan wherein all operating expenditures are supported by revenue generated during the fiscal year. It was developed through a comprehensive review of financing for all existing programs, operations, and services. The proposed budget does not include deficit spending and/or utilization of fund balance for operating expenses.

Although the City's budget continues to evolve and expand in other ways, Real Estate and/or Property (*Ad Valorem*) Taxes still provide the foundation for General Fund support. This stable source of income provides assured funding each year for essential city services- public safety, public works, parks and recreation programming, library, mobility, asset maintenance, etc.

The proposed *FY19-20 Annual Budget* is predicated on maintaining the current property tax rate of $.6569/$100 valuation.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: N/A

ATTACHMENTS:

City Manager's Budget Message *(Council has already been provided copies of the Budget document, which is available for review by the public at City Hall or the Elgin Public Library or at elgin.tx.us).*

{ } 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.

City of Elgin
Fiscal Year 2019-2020
Budget Cover Page
September 24, 2019

This budget will raise more revenue from property taxes than last year's budget by an amount of $450,183, which is a 12.33 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $159,274.

The members of the governing body voted on the budget as follows:

FOR:

AGAINST:

PRESENT and not voting:

ABSENT:

Property Tax Rate Comparison

	2019-2020	2018-2019
Property Tax Rate:	$0.656916/100	$0.656916/100
Effective Tax Rate:	$0.572928/100	$0.585634/100
Effective Maintenance & Operations Tax Rate:	$0.363622/100	$0.393968/100
Rollback Tax Rate:	$0.624900/100	$0.617151/100
Debt Rate:	$0.228647/100	$0.228647/100

Total debt obligation for City of Elgin secured by property taxes: $1,684,118

City of Elgin
Office of the City Manager

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

August 6, 2019

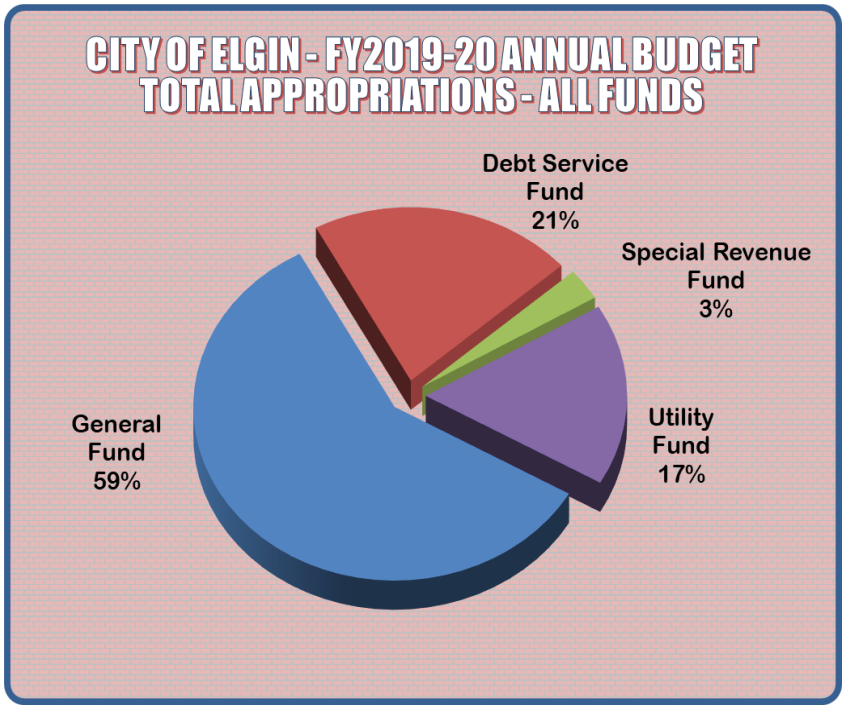
Mayor and City Council
City of Elgin
310 North Main Street
Elgin, Texas 78621

Re: **City Manager's FY2019-20 Annual Budget Message**

Dear Mayor Cannon and City Councilmembers,

In accordance with the provisions of Article VII, Section 2 of the Elgin City Charter, the proposed *Annual Operating Budget* for the City of Elgin for the Fiscal Year of October 1, 2019 through September 30, 2020, is hereby presented for your consideration.

The grand total of all appropriations for all departments, operations, and functions proposed for the *FY2019-20 Annual Budget* is **$14,731,615** to be generally distributed as described below:



The proposed *FY2019-20 Annual Budget* is a zero-based, balanced, and appropriately conservative financial plan wherein all operating expenditures are supported by revenue generated during the fiscal year; and was developed through a comprehensive review of financing for all existing programs, operations, and services.

While the primary goal of the proposed budget is to maintain existing service levels, the staff remains focused on enhancing service levels wherever possible.

The proposed budget does not include deficit spending and/or utilization of fund balance for operating expenses.

The *FY2019-20 Annual Budget* as proposed is delineated into four (4) basic funding categories:

- **General Fund ($8.67M) -** revenues and expenditures related to the provision of primary or traditional city services whose main financial support comes from tax dollars.
- **Utility Fund ($2.49M)** - an enterprise fund monitoring all financial transactions relating to the provision of potable water and sanitary sewer services through the city's systems.
- **Debt Management Fund ($3.14M) –** all proceeds and expenditures related to servicing, annual payments, and/or management of various debt obligations
- **Special Revenue Funds ($.433M)** revenues and expenditures related to various projects and programs that are supported by a dedicated revenue stream, including grant funds

FY2019-20 ANNUAL BUDGET - *Budget Highlights and Issues*

As we prepare to enter the new fiscal year, there is great optimism about City of Elgin's general growth and development – and the prosperity that should accompany it. Current plans anticipate the initial construction of a variety of new residential developments that could ultimately result in the addition of over 6,000 new homes to the Elgin community and city service areas.

Typical of a city in this situation, however, the City of Elgin will experience a wide range of challenges and demands for service next year and beyond. It is with this in mind that we present the *FY19-20 Budget* in its current form.

Overall, the proposed *FY19-20 Budget* is predicated on continued economic stability and assumes a continuation of economic growth through the next fiscal year. And, with no proposed increase in either the property tax rate or basic utility rates, we have again been able to employ a somewhat conservative approach as it relates to revenue projections; with a somewhat liberal view of proposed expenditures.

Budget Variables and Dynamics for FY19-20

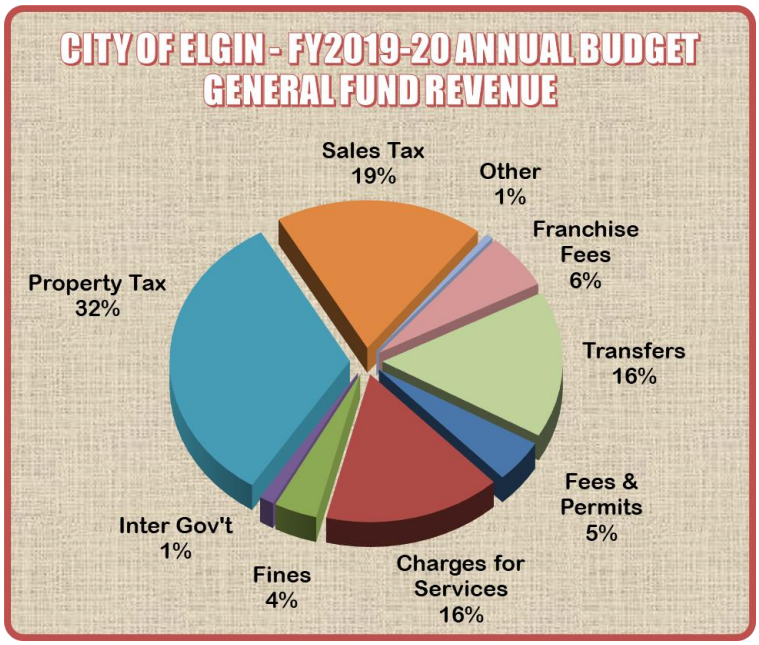
The City of Elgin, like all Texas cities, enters the coming fiscal year challenged with preparing for the adverse financial impacts of the recent actions by the Texas Legislature. Although this past year's legislative session only continued the recent pattern of direct attacks on local government, cities like Elgin are now faced with the task of developing new resources to fund city services as the state legislature has arbitrarily undermined our citizens' ability to decide such matters for themselves.

While the annual budget development for any city is somewhat of a dynamic process every year involving anticipated predictions as to financial impacts in the coming twelve months, the proposed *FY19-20 City of Elgin Annual Budget* includes some rather significant variables whose costs/impacts cannot be fully and effectively assessed at this time.

As such, this budget is predicated upon an even more conservative approach than usual, with anticipated adjustments being essentially planned for by Council during the fiscal year as more definitive information becomes available. Specifically, those particular areas include (1) Property Taxes, (2) Employee Compensation Analysis, (3) Employee Health Insurance, (4) Development Fees, and (5) Community Non-Profit Support.

General Fund Revenue

- **Property Taxes & the Texas Property Tax Reform and Transparency Act of 2019 –** Basic city operations and funding continue to grow and evolve in a manner that is responsive to increasing community demands. Property (Ad Valorem) Taxes continue to provide the basic foundation of financial support for essential city services provided through the General Fund. **The proposed *FY19-20 Budget* is predicated on maintaining the current property tax rate of $.6569/$100 valuation** (the same rate as the last four years)**.**



Projected Property Tax revenues assume moderate growth in the city's taxable valuation, as a number of residential projects are scheduled to start construction by the end of the current calendar year.

As we continue financial planning for the future, however, the ***Texas Property Tax Reform and Transparency Act of 2019***, which was signed into law earlier this year, presents a very onerous challenge for the City of Elgin. The new law, among other things, requires certain local government units to obtain voter approval to increase property tax revenues more than 3.5% above the previous year. Previously, Texas cities were trusted to make their own decisions regarding property taxes, allowing an annual increase of up to 8% before city voters could decide to "rollback" or request an election on said rate increase.

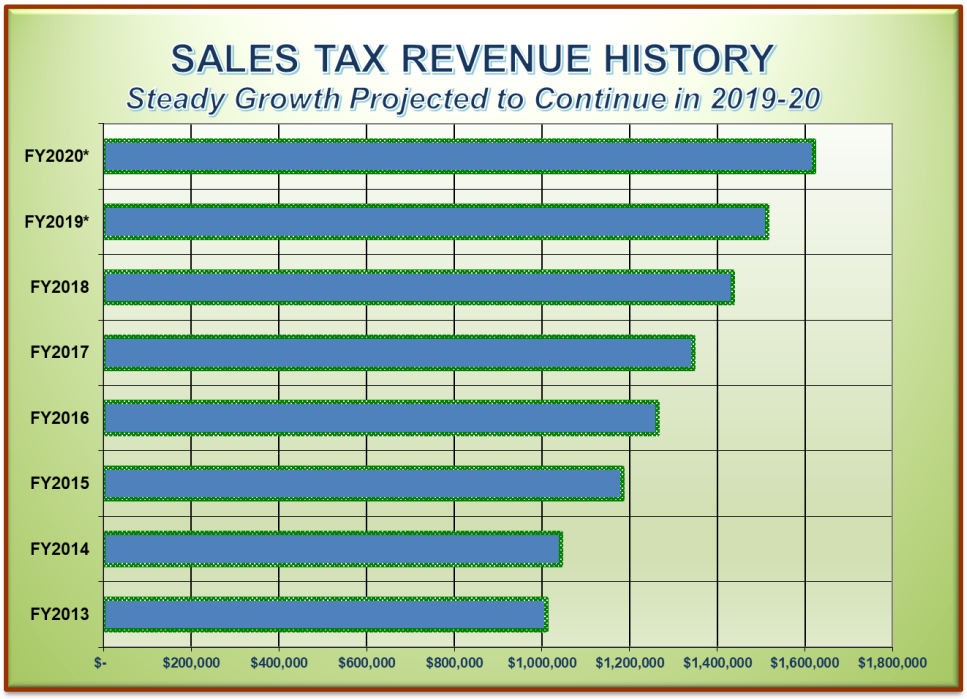
The law does provide some relief for smaller cities like Elgin, in that the 3.5% increase limitation applies only those cities whose combined annual property and sales tax revenue exceeds $15M. So, while Elgin will still be able increase up to 8% in the near future without facing a "rollback, exceeding the 8% limit - as has occurred in the past – will now *require* an election, rather than simply being *subject to* an election petition.

While our state legislators feel comfortable pointing their collective fingers at cities as being wasteful with tax dollars and believe this new law will provide taxpayers some relief, its ramifications could be particularly harmful to a fast-growing city like Elgin as it attempts to meet the associated demands for expanded and enhanced public services.

As the City of Elgin grows due to anticipated residential and commercial projects – and it experiences a corresponding growth in its tax base – the City will be forced to arbitrarily reduce its property tax rate at a time when it should be benefitting from growth and, more importantly, securing increased funding that will be required to meet the needs of a growing community. For this reason, the City is now forced to consider and/or develop new revenue sources to stabilize its General Fund – as discussed later herein.

(And, it is always important to also remember that for all the services it provides, the City of Elgin receives **only $.22 out of every property tax dollar** paid by Elgin property owners.)

- Sales Tax - The State of Texas imposes a 6.25% sales and use tax on all retail sales, leases and rentals of most goods, as well as taxable services. The City of Elgin, like nearly all Texas cities, imposes and additional 2.0% sales and use tax for a maximum combined rate of 8.25%. Of that total, Bastrop county receives 0.5%, the City of Elgin Economic Development corporation (EDC) receives 0.5% and the City directly receives just 1.0%.



Overall Sales and Use Tax Revenue included in the proposed *FY19-20 Budget* represents a projected overall increase of 7% over current-year receipts. The City has experienced an average annual increase of 7.02% per year over the past 6 years.

Employee Compensation

As part of its on-going focus to provide the highest possible level in city services, the City must also strive to provide appropriate and market-competitive compensation for all city employees.

A comprehensive analysis of existing compensation for all employees will be undertaken during the first half of the new fiscal year in conjunction with new City Personnel Policies and Job Descriptions. The expectation is that a revised classification and compensation plan for all employees will be presented to Council for consideration in the first quarter of CL2020; and all resulting pay adjustments will be implemented with an effective date of April 1, 2020.

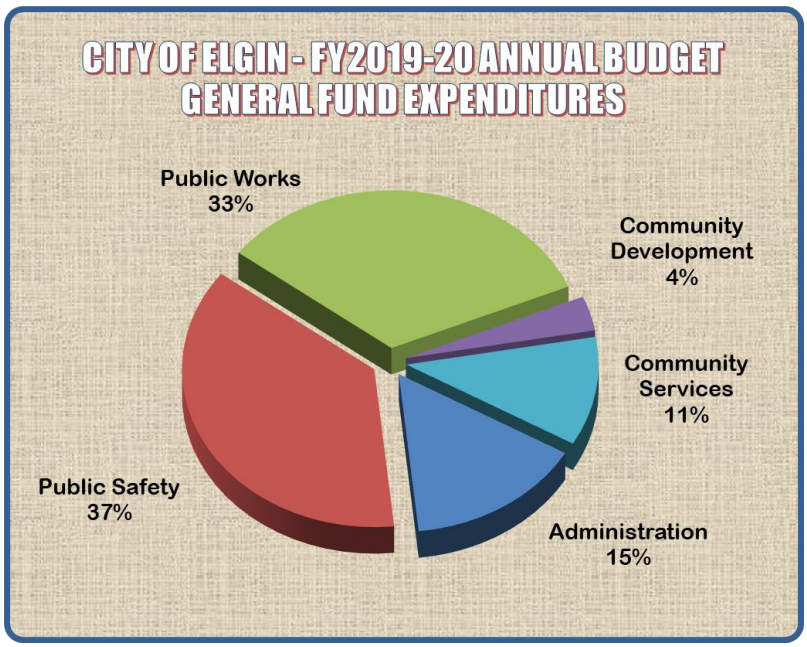
Funding of this program included in the proposed *FY19-20 Budget* is a yet-to-be-departmentally-budgeted set-aside of approximately $140,000. The compensation study and corresponding pay adjustments (which are anticipated to include every full-time employee at some level) are proposed in lieu of any Cost of Living Adjustment (COLA) for FY19-20.

This analysis/plan will not include the Police Department (except for the Chief and administrative staff), as the Council committed to a three-year funding plan to address their compensation issues last year. Accordingly, the proposed *FY19-20 Budget* includes a 2.0% COLA for EPD Uniformed Officers and Telecommunications employees.

- **Employee Benefits (Health Insurance) -** The City experienced a challenging time over the past year as it relates to group health insurance. Due to unfortunate health situations with a few employees, the City's current health insurance provider has proposed a **63% *increase*** in our monthly rates, which is neither affordable nor sustainable. As such, the City has begun the process to consider bids from potential new employee health insurance providers. While our goal will be to maintain existing costs, the proposed *FY19-20 Budget* as proposed allows for only a 15% increase. Any additional costs will impact all operating budgets and associated funds.

General Fund Expenditures

The General Fund is the primary operating fund of the City of Elgin and is utilized to account for all costs traditionally associated with city government that are not required by law or by management practice to be accounted for in another fund. It is similar to a private entity's general ledger account, providing resources to pay for all administrative and operating expenses. Within City of Elgin operations, General Fund Expenditures are those costs associated with the provision of essential city services including, but not limited to public safety, parks, recreation, library, public works, mobility, and asset maintenance. The primary sources of income supporting the General Fund are Property and Sales Taxes.



Staff Reorganization

The *FY19-20 Budget* as proposed has also been structured in a way so as to reflect certain organizational changes that will be implemented in the coming year. Through these changes, city operations will be better positioned to plan for anticipated growth and the many challenges that will come with it. The reorganization will also be focused on improving communications and fiscal management; while appropriately structuring current staff and operations in a manner that is reflective of their job duties and responsibilities.

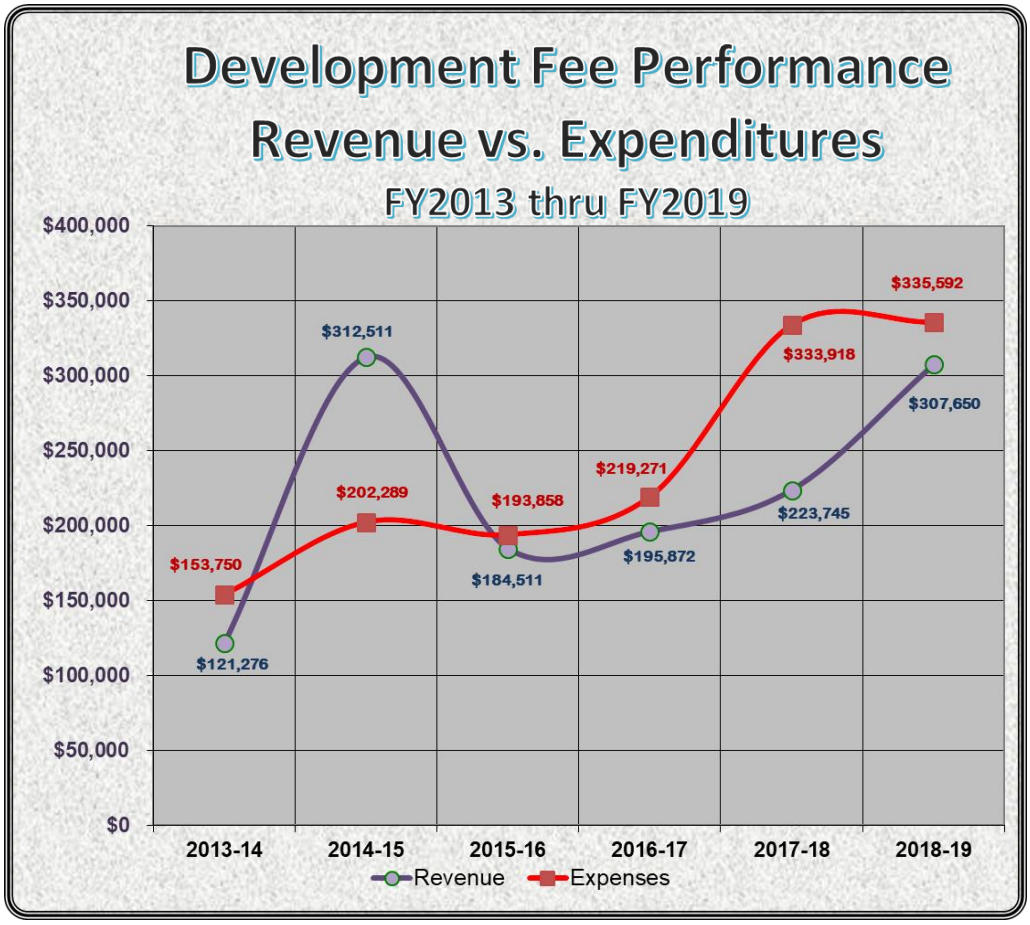
Primarily, the reorganization will include:

(a) Converting the Director of Finance position to Assistant City Manager/Chief Financial Officer
(b) Expanding the Finance Department to include Human Resources
(c) Creating a traditional *Public Works Department* that will include Engineering, Parks & Grounds, Sanitation, Streets, Utilities, and Building/Equipment Services
(d) Creating a *Community Services Department* that will include the Library, Main Street Program, Events Coordination, and Recreation Programming

It is important to note that this reorganization will <u>not</u> cause any current employee to lose their job or be demoted; nor will it cause any reduction in pay for any employee.

- **Development Fees -** A primary source for new funding for all Texas cities due to the adverse impacts of the new state law attempting to limit property taxes will be new fees and/or the reassessment of existing fees. Like many small cities, the City of Elgin has for years absorbed cost for many services within its General Fund – without assessing fees that are typical of many cities. Moving forward, however, the City must now give full consideration for charging reasonable fees if it is to maintain the overall revenue flow required to provide the desired level of city services.

One of the most obvious opportunities for revenue enhancement in this regard has arisen from a general analysis of the City's current policies for assessing Development Fees. The City incurs various direct costs associated with the review and consideration of development projects, including but not limited to engineering, building inspection, plan review, etc. In the past, the City has absorbed many of these costs within the General Fund, presumably to generally support new development. Doing so, however, has created a significant annual operational deficit.



Over the past three years, the City has experienced an operating deficit of over $160,000 in this particular service area – one which should clearly be financially self-supporting and not supplemented by city taxpayers. *It is in the City's best interests to support new development*, but new state law compromises the City's ability to generated much-needed tax revenue, which has now forced us to consider alternative sources.

The *FY19-20 Budget* as proposed includes the creation of new Development Fees and significant increase in a number of existing related fees to make this service area appropriately self-sustaining. For reasons stated above, <u>all</u> city fees will be recommended for similar adjustments as warranted.

Staffing

The proposed budget includes full-year funding in FY19-20 for up to **one hundred twenty-nine (129) total city employees**: ninety-three (93) full-time, sixteen (16) part-time positions, and twenty (20) seasonal positions. New positions included in the proposed *FY19-20 Budget* are:

- One (1) new Information Technology position in the Finance Department
- One (1) new Administrative Assistant position in the Recreation Department
- One (1) new Detective position in the Police Department
- One (1) new Administrative Assistant position in the Planning Department
- One (1) new Plant Operator position in the Utilities Department *(Utility Fund)*
- One (1) new Administrative Assistant position in the Utilities Department *(Utility Fund)*

Utility Rates

Through an aggressive approach, the City has successfully stabilized its Utility Fund over the last two years by addressing issues related to operating deficits and additional debt service. As part of that effort, the Council adopted a policy of including a small, annual inflationary adjustment to basic water, sewer and trash collection rates to avoid having to make huge rate adjustments in any one year (as we have been forced to do in the recent past).

Capital Projects/Debt Planning

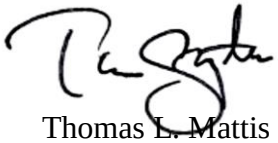
The coming fiscal year is anticipated to include the development of residential and commercial projects which will, in turn, necessitate enhancements to public facilities and infrastructure. While much planning is already underway, the City will be involved in furthering these efforts in the coming years. Although no final decisions have been made nor are any related financial impacts included in the proposed *FY19-20 Budget*, decisions regarding the following items will likely be made in the next fiscal year – any and all of which will have a definite impact on the budget:

- Issuance and amount of new debt and the associated timing of construction of the wastewater treatment plant expansion and the potential new plant in western part of City's ETJ.
- Planning for infrastructure improvements and financing of same within the City Tax Increment Reinvestment Zone (TIRZ) to support existing and future economic development projects.
- Planning for reconstruction of County Line Road including an upgrade to five (5) traffic lanes

While safety, livability, and economic development will continue to be our primary focus, the coming year should be both challenging and exciting for all City of Elgin operations, employees, and residents. As we embrace all aspects of our growing community, the accompanying overall prosperity can be of great benefit to both residents and businesses - but the City must also prepare and evolve in a way that is responsive to the associated challenges.

On behalf of the city staff, we thank the Mayor and City Council for the opportunity to serve the citizens of Elgin during this exciting time.

Sincerely,



Thomas L. Mattis
City Manager

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: City Council Regular Meeting Presentation of Employee of the Third Quarter

DEPARTMENT: Library/Employee Recognition Committee

PROPOSED ACTION:
Presentation of Employee of the 3rd Quarter to John Stabile, Parks and Recreation /Custodian

BACKGROUND:
John Stabile was selected by the Employee Recognition Committee because of seven well written nominations.

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

RECOMMENDATION:
Commendations for the employee who is nominated by her peers for being a good public servant.

ATTACHMENTS:
Congratulations letter for Employee of the 3rd Quarter

{ } 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.

August 6, 2019

Dear John Stabile,

Congratulations! You have been selected as the Employee of the Quarter for the Third Quarter of 2019. The Employee Awards Committee selected you for the following reasons:

"John is quite literally a primary cog in the day-to-day operations of this agency. In a lot of ways he take of us, but most importantly, he's a positive influence to everyone. No matter how a day may be going, whenever he greets someone, it's always with a smile."
"John is helpful – he is willing to do any task & works hard, he jokes & keeps you laughing, John takes pride in what he does."
"John comes to the PD all the time to ensure our building is clean. Anytime we need something done, John is always right there to assist. He's a joy to work with."
"John goes over and beyond in helping out. John always has a smile on his face and a kind word also."
"John has a very friendly attitude toward everyone he comes in contact with. Always doing his best to make the facilities he's in charge of look the best."
"He is very personable and while he is doing his job he takes time to say Hi in a professional manner. He does an amazing job of keeping things clean at the pd."
"John has always gone above and beyond. His personality and positive can do attitude marks him as one of our finest city employees. He is always on of the first people to seek out a resolution to any problem we may face at the pd when it comes to issues that require his or city services. His willingness to assist is exemplary and he always does his job with professionalism & courtesy. I don't know what we would do without him."

As Employee of the Quarter you may choose one day of paid leave, which needs to be taken within the next thirty days, or $100 less payroll deductions. Please let your supervisor and Finance Department know if you select the day off or the cash option. Please plan to attend the City Council meeting on Tuesday, August 6, 2019 at 7 pm where Mayor Chris Cannon will present a Certificate of Appreciation to you. Each Employee of the Quarter will be considered for Employee of the Year.

Thank you for your service to the City of Elgin.

Sincerely,

Tom Mattis
City Manager

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

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: FY19-20 School Resource Officer Services - EPD Chief South

DEPARTMENT: City Manager/EPD

PROPOSED ACTION:
No Council action proposed or requested at this time; This item is for a briefing by EPD Chief South regarding the FY19-20 agreement with Elgin ISD for School Resource Officers (SRO).

BACKGROUND:
This item is for a brief informational presentation by EPD Chief South as described above. While not believed to be a policy issue, the general subject matter has been part of previous Council discussions and is therefore worthy of a brief discussion – and related Q&A – with the City Council.

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

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

ATTACHMENTS:
Interlocal Cooperation agreement with EISD

{ } 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 Police Department

Office of the Chief of Police

202 Depot Street Elgin, Texas 78621

Date: 7/24/19

Dr. Perez

Upon review of the provided documents and analysis of current funding of the School Resource Officer Services, an adjustment to the annual addendum will be needed for the upcoming 2019-2020 school year to properly allocate the costs related to the program. A breakdown of actual costs to the Elgin Police Department for the current year are described below:

Average cost of a patrol officer position including salary and benefits:	$70,874
Patrol vehicle cost per year of service:	$7,480
Annual percentage of time committed to ESD for weeks of service per year (37 weeks per year including SRO annual training)	71%
Total cost per SRO position	$55,631

To maintain the current level of services listed the following adjustments to the compensation section of the addendum will be needed:

Compensation:

- SRO services at the Middle and High School campuses - $111,262
- K-9 presence at the Middle and High School campuses - $5,000
- Services provided by Police Officers working extra-curricular activities for the District - $45/hour to be paid directly to each individual officer

Please feel free to contact me with any questions.

Elgin ISD Contract Review Checklist

Vendor:	City of Elgin: Elgin Police Department
Contract Provided By:	Vendor

Contract specifies parties involved?	Yes
Scope of Services clearly explains services to be provided?	Yes
Compensation amount clearly stated?	Yes
Payment will be based on detailed invoice amount?	Yes
Term of contract is specified?	Yes
Termination clause includes "with or without cause" provision?	Yes
Multi-year contract includes funding out clause on a fiscal year basis?	N/A
Contract includes "auto-renew" provision?	No
Contract includes indemnification clause?	Yes
Amendments, if any, must be in writing and agreed to by both parties?	Yes
Felony Conviction Notice submitted by vendor; clear?	N/A
Criminal History Record Information Review submitted by vendor?	N/A
Debarment Form submitted by vendor; clear?	N/A
Conflict of Interest Questionnaire Form submitted by vendor; clear?	Yes
W-9 Form submitted by vendor?	Yes
Interlocal Agreements: Vendor has stipulated contract-related or management fees? (Fees must be reported to Board, in writing, on an annual basis)	N/A
Governing law is the State of Texas and venue listed as Bastrop County?	Yes
Federal requirements have been noted by the contract manager (EDGAR)?	N/A
Attestation statement completed by Campus/Department administrator?	N/A
If costs exceed Simplified Acquisition Threshold, were price/rate quotations obtained from an adequate number of qualified sources?	N/A
Cost/Price analysis completed if purchase exceeds $250,000.00?	N/A
Agreement includes HB 89 requirement?	Yes
Consultant required to return EISD Consultant Sign-In Documentation?	N/A

Comments: SRO agreement with City of Elgin. Compensation amounts included on addendum, in the amount of $116,262.00; due on or before July 1, 2020.

Reviewed By: Roberto C. Vasquez
Date: July 29, 2019

COUNTY OF BASTROP

STATE OF TEXAS

INTERLOCAL COOPERATION AGREEMENT

ADDENDUM A

The City and the District agree at this time that the compensation for the 2019-2020 school year for the services provided by the SRO's is set at $116,262. This sum will be paid by the District to the City on or before July 1, 2020.

This Addendum agreed to and made part of the Interlocal Cooperation Agreement on this the 24th day of July, 2019.

CITY OF ELGIN, TEXAS

Attest:

By: _____

Name: _____

Title: City Secretary

By: _____

Name: _____

Title: Mayor

ELGIN INDEPENDENT SCHOOL DISTRICT

Attest:

By: _____

Name: Dr. Jodi Duron

Title: Superintendent EISD

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Update on various issues associated with an area in the southeast quadrant of the City annexed in 2015 ("Annexed Area") and related matters

DEPARTMENT:
City Manager

PROPOSED ACTION:
No Council action is requested or anticipated at this time. This item is to allow for an update by staff to Council regarding the project as described.

BACKGROUND:
Discussed at previous meetings; In December of 2015, the City completed an annexation of certain real property that is located on the southeast side of town. The total of all such property annexed at that time was 131 acres that contained a variety of existing land uses.

One, if not the, primary objectives of the annexation then was to prevent further expansion of the City of Bastrop's jurisdiction. Aggressive annexation by other cities in the area was also common at that time; and it was also thought at the time that growth and development was imminent for that area.

Given the timing of the annexation, the City is now faced with issues related to the extension of sanitary sewer services and achieving substantial compliance with applicable law by the end of calendar year 2020.

In support of the staff recommendation, City Council has authorized moving forward with a plan to de-annex their properties located in "Area 3", while extending sanitary sewer services to "Area 2".

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

RECOMMENDATION:
No Council action is requested or anticipated at this time; other than routine direction to staff, if any.

ATTACHMENTS:
Map
Staff memorandum

{ } 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.

CITY OF ELGIN
AREA 2

ANNEXATION

1.	R13137	2.00	AC.
2.	R13053	3.39	AC.
3.	R53885	1.00	AC.
4.	R64362	1.216	AC.
5.	R69115	5.446	AC.
9.	R120407	20.00	AC.
10.	R14602	1.23	AC.
11.	R14599	1.23	AC.
12.	R14605	1.23	AC.
13.	R14437	1.233	AC.
14.	R14455	2.46	AC.
15.	R14632	1.23	AC.
16.	R14641	1.23	AC.
17.	R81929	0.92	AC.
18.	R14566	0.32	AC.
19.	R14494	1.00	AC.
20.	R14620	11.096	AC.
22.	R88081	2.48	AC.
23.	R88082	7.23	AC.
24.	R88083	2.48	AC.
25.	R88085	2.48	AC.
26.	R88086	3.61	AC.
27.	R88088	3.12	AC.
28.	R88087	3.05	AC.
29.	R77764	1.00	AC.
34.	R108609	2.68	AC.
38.	R77690	10.437	AC.
TOTAL =		94.798	AC.

DEVELOPMENT AGREEMENT

6.	R56717	7.00	AC.
7.	R12957	15.15	AC.
8.	R14461	13.57	AC.
21.	R14464	89.60	AC.
30.	R14557	1.00	AC.
31.	R77765	25.18	AC.
32.	R14560	24.18	AC.
33.	R88089	3.43	AC.
35.	R88091	3.32	AC.
36.	R14491	3.30	AC.
37.	R72258	11.47	AC.
TOTAL =		196.20	AC.

ELGIN CITY LIMITS

LEGEND:

- ANNEXATION
- DEVELOPMENT AGREEMENT

LEGEND

- PROPOSED ELGIN CITY LIMITS
- ELGIN CITY LIMITS
- PROPOSED ELGIN ETJ
- ELGIN ETJ
- ANNEXATION
- DEVELOPMENT AGREEMENTS
- MANOR ETJ

N

500 250 0 500 1000

SCALE : 1" = 500'

DECEMBER 22, 2015

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

CITY OF ELGIN
AREA 3 OPTION

ELGIN CITY LIMITS

LEGEND:
- ANNEXATION
- DEVELOPMENT AGREEMENT

ANNEXATION		
1.	R68959	3.40 AC.
4.	R13249	0.50 AC.
5.	R12991	1.00 AC.
7.	R14817	9.50 AC.
8.	R45322	1.83 AC.
9.	R13227	6.74 AC.
11.	R45233	0.31 AC.
12.	R13255	5.75 AC.
14.	R13199	4.19 AC.
17.	R13025	1.00 AC.
18.	R57301	1.38 AC.
22.	R14554	10.11 AC.
25.	R14644	7.01 AC.
26.	R13253	1.07 AC.
27.	R93237	1.07 AC.
28.	R61502	1.00 AC.
29.	R70375	1.00 AC.
30.	R13251	2.00 AC.
31.	R66605	1.71 AC.
32.	R13097	1.00 AC.
37.	R13241	10.74 AC.
38.	R12943	3.82 AC.
39.	R45352	2.05 AC.
40.	R13123	2.00 AC.
41.	R13211	6.00 AC.
42.	R13119	2.80 AC.
43.	R13195	1.00 AC.
44.	R13189	0.63 AC.
45.	R12907	1.00 AC.
46.	R13191	1.00 AC.
47.	R13193	1.00 AC.
48.	R75629	0.64 AC.
49.	R75633	1.73 AC.
50.	R75630	1.11 AC.
51.	R75632	1.12 AC.
52.	R13169	2.45 AC.
53.	R13231	1.00 AC.
54.	R13083	1.00 AC.
55.	R90033	0.50 AC.
56.	R13039	0.51 AC.
57.	ROW	13.76 AC.
58.	TOTAL	=117.43 AC.

DEVELOPMENT AGREEMENT		
2.	R13033	5.00 AC.
3.	R12933	12.41 AC.
6.	R45539	10.57 AC.
10.	R52471	25.00 AC.
13.	R13265	4.00 AC.
15.	R68771	9.72 AC.
16.	R12927	19.00 AC.
19.	R14617	99.00 AC.
20.	R12929	1.00 AC.
21.	R68935	10.75 AC.
23.	R49323	5.41 AC.
24.	R60988	5.70 AC.
33.	R13171	1.00 AC.
34.	R13173	61.34 AC.
35.	R126246	0.50 AC.
36.	R13175	10.21 AC.
59.	R14614	1.00 AC.
60.	R14497	20.44 AC.
61.	TOTAL	=302.05 AC.

N

JULY 2014

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

Memorandum

Date: March 1, 2019

To: Mayor and City Council

Subject: City Services to Annexed Area

Last October, city staff initiated a review of current issues pertaining to the City's last involuntary annexation project. In 2015, approximately 212 acres located on the southeast side of town was annexed into the city limits. The area included the Texas Lost Pines Riding Club Arena, the Elgin Veterans of Foreign Wars Post 6115, and Bombshell Speed & Custom Shop, but the primary land use for the entire area was, and remains, single-family residential.

The annexation was done in compliance with state law; which ultimately compels the City to extend all city services to the area within five (5) years (consistent with the general level of services provided throughout the City). With one exception, the City has met the minimum requirement for the provision of such services, including law enforcement, trash/ recycling collection, street maintenance, planning, code enforcement, library, and other basic services (Water services are provided by the Aqua Water Supply Corporation.).

Wastewater/sanitary sewer services, however, have not yet been extended to the area; and, the City must now make a determination as to this final task - including if, how, and when wastewater services will be extended to this area as requested by the affected property owners.

As noted in the October staff report, this extension of wastewater services will represent a significant capital expense for the City. Said report also described a number of other challenges associated with this annexation; ultimately concluding that the City Council should pause to consider all current options and objectives before moving forward; including the possibility of dis-annexing some or all of the area:

> *"It should be noted that one (maybe the only) alternative . . . would be the possible dis-annexation of the area, returning it to Bastrop County's jurisdiction. Such an action would eliminate any concerns about capital costs or operational impacts. However, disannexation includes its own set of challenges and impacts – and would not be a simple task."*

Throughout these most recent deliberations, the City Council and staff have discussed the overall situation in detail and have received new and/or updated information from various sources:

- This annexation required a commitment to extend services, however, no plans - nor funding – were developed at the time of the annexation to fulfill this obligation. Although a project was identified in the 2017 Five-Year Capital Plan, no funding for same was approved at that time (nor since).
- At the time of annexation, the primary objective of the City Council was largely to prevent further expansion north of the City of Bastrop's jurisdiction. Since then, however, state law has changed in such a way as to effectively eliminate this concern, as all cities are now essentially precluded from engaging in aggressive involuntary annexations.
- It was also thought that significant growth and development was imminent for that area at the time – a projection that has proven to be somewhat accurate – but only for a portion of the annexed area.
- Over the past few months, Council has received a variety of comments from citizens living in the area (who are presumed for the most part to be and/or represent property owners). A clear majority of those comments were in favor of some form of dis-annexation – although there are some residents/property owners who have also stated their desire to remain part of the City.

It is important to note in this regard, however, that even allowing for every comment heard or received, the Council has not yet heard from anywhere near the *majority* of the more than ninety (90) different owners of property that were included in this annexation.

- *Curbside Collection of Trash and Recycling* services have been provided to the area, but not uniformly to the entire annexed area and its residents. Some residents have stated that they have not received such services; and others have been allowed to decide for themselves whether or not they wanted these services; and yet others have apparently contracted with other service providers for trash collection – none of which complies with the applicable Ordinance and Franchise Agreement granted to the City's designated service provider.

  Moving forward, all residential properties that remain within the city limits will be (a) provided with the appropriate trash and recycling collection receptacles, (b) specifically designated as part of a regular weekly collection route, and (c) assessed a monthly fee for such services at the established rate. No other service providers will be permitted to provide trash collection services in the area.

- *Code Enforcement* remains an issue to be fully addressed within the annexed area - as it does throughout the City. All properties within this area were previously subject to county/rural standards; and the City has admittedly not been overly aggressive with code enforcement to this point in time.

  However, the overall challenges associated with code enforcement within this area are no greater than in other parts of the City. The primary issues continue to be defining the desired level of enforcement and providing the resources required to achieve same. The efforts required to bring certain properties within the annexed area into full compliance with city codes will certainly require enhanced efforts and increased funding – but those same issues exist with various other properties and neighborhoods located throughout the City.

- *Land Development* within and adjacent to the annexed area continues to be an evolving situation. As noted previously, all development regulation of land within the annexed area had previously been maintained under county/rural standards, which are typically less stringent than cities. Essentially all development requirements (platting, subdividing, setbacks, parkland dedication, road construction, stormwater drainage, ROW donation, etc.) mandate higher minimum standards for projects within the City of Elgin than those located within unincorporated areas of Bastrop County. This situation has, and will continue to, pose certain challenges – and frustrations – for those property owners desirous of developing their property at the lower (and less expensive) standard.

- The *Trinity Ranch Municipal Utility District* ("MUD") is a new major project that has recently come forward and represents a potentially impactful situation as it relates to the annexed area.

  The City has executed a Letter of Intent with the developer of Trinity Ranch, a single-family residential MUD that is currently projected to include 1,600 residential units. Trinity Ranch will be located on 386 acres of land along Upper Elgin River Road. Although not currently adjacent, this project will be in close proximity to FM1704 within the annexed area. It seems quite likely that if a residential project the size and scope of Trinity Ranch were to be constructed at this location, significant servicing retail and/or supporting commercial business development would accompany it – and the logical location for that business development would be the FM1704 corridor.

  In addition, Trinity Ranch will also be constructing a major expansion of the City's wastewater collection system in support of its project. Given its proximity to the annexed area, city staff is hopeful that, through a partnership with Trinity Ranch, an alternative and more cost-effective extension of wastewater services to the annexed area can be accomplished.

- The initial staff report from last October stated that "total of all such property annexed . . . was 131 acres", which is incorrect. The total number of land tracts annexed was 95; totaling just over 212 acres (and that number has now been revised to 197.5 acres, consistent with current tax records).

- Over the past three tax years (2016, 2017, & 2018), total City of Elgin property taxes assessed on those properties annexed as described herein was just under $156,000.

Recommendation

Obviously, the overall challenge for the City at this time is to endeavor to achieve an appropriate balance of the various issues related to the current situation. It is the expressed, unanimous desire of the current City Council to be responsive to the citizens most directly affected by this situation. At the same time, however, Council also has an obligation to protect the overall interests of the City at large. It is with a focus on these two general issues that the following compromise plan of action is proposed:

I. Dis -Annexation

Based on the overall assessment of information discussed herein, the staff recommendation moving forward would essentially amount to "splitting the baby" as it relates to the overall territory annexed in 2015:

- *Retain all areas annexed in December, 2015* under Ordinance No. 2015-12-22-34 (as shown in the attached "Area 2")
- *Dis-annex all areas annexed in August, 2015* under Ordinance No. 2015-08-04-22 (as shown in the attached "Area 3"), subject to the following.

With this approach, the railroad tracks/ROW would essentially become "the dividing line" and provide a natural boundary for the revised city limits. It would also provide the City with continued appropriate development control over the FM1704 corridor

In addition, including FM1704 as the only public roadway within the area to remain annexed would effectively eliminate any new road maintenance costs or responsibilities for the City – as this roadway is owned and maintained by the Texas Department of Transportation (TxDOT).

II. Settlement/Development Agreement

In exchange for agreeing to dis-annex all properties in "Area 3", all benefitting property owners would be required to sign a settlement and/or development agreement similar to those previously executed but specifically stipulating that:

a) The property would not be subdivided or otherwise developed.

b) All development regulations and planning authority of the City would remain applicable (like all property located within the extraterritorial jurisdiction).

c) Said property would only be used for single-family residential zoning uses and the owners would abide by single-family residential use requirements.

d) No refund of property taxes or any other fees previously paid to the City would be sought.

e) Any failure to abide by these conditions would constitute a petition for voluntary annexation.

Through this effort, the City would maintain its basic (and proper) control over any *significant* development that might occur in the future. Conversely, this compromise would provide property owners in this area with what many seem to desire: the ability to continue to live "as they are" without any control over current conditions – or taxation – by the City of Elgin.

An agreement of this type is essential to the City maintaining its development control over this area, as the existing extraterritorial jurisdiction (ETJ) can only be retained through a connection of property that is contiguous with the city limits.

III. Extension of Wastewater Services to "Area 2"

With the proposed dis-annexation of "Area 3 and the construction of the Trinity Ranch MUD, the extension of wastewater services to the remaining properties ("Area 2") will be much more manageable and less expensive for the City.

Under this general scenario, the City Engineer's preliminary/conceptual cost estimate for design and construction of wastewater services to the properties currently identified as "Area 3" is $2.2M.

Given the various development projects being discussed near or adjacent to the FM1704 corridor, however, various cost-sharing opportunities for this project may also be available to further reduce the City's investment in this project.

This proposed compromise would be in compliance with state law and the Elgin City Charter, as described by the City Attorney, insofar as certain procedural requirements are followed, to wit:

"Pursuant to Sec. 43.142 of the Texas Local Gov't code, Texas home rule cities are allowed to disannex an area in the city limits as may be provided by the Charter of said city. Elgin's charter states that the council may pass ordinances as may be "…expedient for the maintenance of good government, order and peace of the city."

The Charter further states that all such powers, whether expressed or implied, shall be exercised and enforced in the same manner prescribed by Charter; or when not prescribed herein, in such manner as shall be provided by ordinance or by the Council.

Pursuant to the charter and state law, the City shall hold two public hearings (after the provision of statutory notices) and thereafter act on an ordinance providing for the disannexation of the area in question."

Please let me know if you have any questions or would like to request additional information in this regard.

Thomas L. Mattis
City Manager

cc: Charlie Crossfield, City Attorney
Beau Perry, City Engineer
Doug Prinz, Director of Utilities
Melissa Lipiec, Planning and Development
Charles Cunningham, Director of Finance

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: Departmental Monthly Reports-

DEPARTMENT: Administration

PROPOSED ACTION: No action is required on this item.

BACKGROUND: Monthly Reports by Department.

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

RECOMMENDATION: These reports are informational only and no action is required.

ATTACHMENTS: Reports by Department: Library, Police Department, Public Works, Planning, Parks Utilities, Utility Billing, and Municipal Court.

{ } 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.

Monthly Report to Administrative Manager
Building Department
For the Month of April 2019

Type of Inspections	Apr-18	Apr-19	Fiscal Yr. To Date	Calendar Yr. To Date
Building	76	60	446	200
Electrical	41	43	280	133
Plumbing	34	50	313	166
Gas	8	2	44	30
Mechanical	32	32	151	71
TOTAL	191	187	1234	600
Building				
Permits	18	20	120	84
Value	$ 428,565.00	$ 2,201,302.00	$ 9,188,400.94	$ 4,576,452.49
Fees	$ 3,813.96	$ 17,781.87	$ 65,377.75	$ 47,627.80
Electrical				
Permits	11	11	74	49
Fees	$ 1,820.00	$ 1,830.00	$ 13,670.00	$ 9,800.00
Plumbing				
Permits	11	7	56	35
Fees	$ 1,650.00	$ 980.00	$ 11,740.00	$ 7,120.00
Gas				
Permits	7	2	24	15
Fees	$ 950.00	$ 160.00	$ 2,510.00	$ 1,590.00
Mechanical				
Permits	9	7	53	36
Fees	$ 1,220.00	$ 1,040.00	$ 13,040.00	$ 6,820.00
Total All Fees	$ 9,453.96	$ 21,791.87	$ 106,337.75	$ 72,957.80

April 2019
Building Permits

Number of Permits		Type/Classification	Permit Fees		Valuation	
Apr-18	Apr-19		Apr-18	Apr-19	Apr-18	Apr-19
2	3	New Single Family	$ 2,108.00	$ 3,069.35	$ 279,015.00	$ 401,750.00
		New Duplex				
		New Manufactured				
	1	New Multi-Family		$ 337.62		$ 15,000.00
	1	New Commercial		$ 13,706.64		$ 1,732,872.00
		New Industrial				
1		New Swimming Pools	$ 596.42		$ 67,000	
		Moving Permit				
3	8	New Signs		$ 492.78	$ 100.00	$ 42,750.00
5	5	Residential	$ 843.30	$ 175.48	$ 75,450.00	$ 8,930.00
4		Non-Residential	$ 216.24		$ 7,000.00	
3	1	Demolitions	$ 50.00	$ -		$ -
18	19		$ 3,813.96	$ 17,781.87	$ 428,565.00	$ 2,201,302.00
*BOA Request		405 Old McDade Rd. reduce front setback to 16' and reduce side setback to 4'6"; 708 N Avenue F reduce second front setback to 15' and increase accessory building impervious cover limit by 40%.				
**BSC Requests		None				
P & Z Request		Weigle amending plat lot 1, Block 3 Preliminary and Final Plats approved; Caesar's Crossing Concept Plan approved; Circle Brewing PDD recommended.				

*Board of Adjustments **Building Standards Commission

Submitted By: Melissa Lipiec

Date: August 19, 2019

Monthly Report to Administrative Manager
Building Department
For the Month of May 2019

Type of Inspections	May-18	May-19	Fiscal Yr. To Date	Calendar Yr. To Date
Building	52	73	519	273
Electrical	53	56	336	189
Plumbing	54	59	372	225
Gas	13	3	47	33
Mechanical	33	50	201	121
TOTAL	205	241	1475	841
Building				
Permits	39	14	134	98
Value	$ 3,139,704.00	$ 309,390.00	$ 9,497,790.94	$ 4,885,842.49
Fees	$ 23,138.19	$ 3,071.94	$ 68,449.69	$ 50,699.74
Electrical				
Permits	22	4	78	53
Fees	$ 4,030.00	$ 470.00	$ 14,140.00	$ 10,270.00
Plumbing				
Permits	14	8	64	43
Fees	$ 3,020.00	$ 1,050.00	$ 12,790.00	$ 8,170.00
Gas				
Permits	6	3	27	18
Fees	$ 870.00	$ 290.00	$ 2,800.00	$ 1,880.00
Mechanical				
Permits	18	4	57	40
Fees	$ 2,460.00	$ 320.00	$ 13,360.00	$ 7,140.00
Total All Fees	$ 33,518.19	$ 5,201.94	$ 111,539.69	$ 78,159.74

May 2019
Building Permits

Number of Permits		Type/Classification	Permit Fees		Valuation	
May-18	May-19		May-18	May-19	May-18	May-19
14	2	New Single Family	$ 13,233.84	$ 1,988.10	$ 1,689,752.00	$ 257,070.00
		New Duplex				
		New Manufactured				
		New Multi-Family				
3		New Commercial	$ 7,561.45		$ 1,260,547.00	
		New Industrial				
		New Swimming Pools				
		Moving Permit				
6	5	New Signs	$ 175.48	$ 138.66	$ 8,370.00	$ 2,700.00
11	4	Residential	$ 1,290.82	$ 487.16	$ 88,000.00	$ 28,620.00
2	2	Non-Residential	$ 876.60	$ 458.02	$ 93,035.00	$ 21,000.00
3	1	Demolitions	$ -	$ -	$ -	$ -
39	14		$ 23,138.19	$ 3,071.94	$ 3,139,704.00	$ 309,390.00
*BOA Request		None				
**BSC Requests		None				
P & Z Request		Specific Use Permit - 176 VFW Road - tableled until June Meeting				

*Board of Adjustments **Building Standards Commission

Submitted By: Melissa Lipiec

Date: August 20, 2019

June 2019
Building Permits

Number of Permits		Type/Classification	Permit Fees		Valuation	
Jun-18	Jun-19		Jun-18	Jun-19	Jun-18	Jun-19
12	4	New Single Family	$ 11,363.67	$ 4,733.55	$ 1,439,025.00	$ 597,300.00
		New Duplex				
		New Manufactured				
		New Multi-Family				
1		New Commercial	$ 7,733.00		$ 1,799,777.00	
		New Industrial				
1		New Swimming Pools	$ 505.42		$ 49,500	
2		Moving Permit	$ 284.88		$ 20,000.00	
3	4	New Signs	$ 384.32	$ 156.82	$ 31,000.00	$ 4,575.00
8	4	Residential	$ 761.10	$ 1,500.08	$ 47,879.24	$ 124,768.68
6	5	Non-Residential	$ 5,834.37	$ 4,348.33	$ 804,467.85	$ 302,500.00
		Demolitions				
33	17		$ 26,866.76	$ 10,738.78	$ 4,191,649.09	$ 1,029,143.68
*BOA Request		None				
**BSC Requests		None				
P & Z Request		176 VFW Rd Specific Use Permit - tabled until July. Elm Creek North Preliminary Plat approved. Elm Creek North Final Plat Phase 1 (109 lots in ETJ) approved. Rancho Fam Marin Preliminary and Final Plats (1 lot in ETJ) approved. Shaholli Estates Preliminary Plat approved.				

*Board of Adjustments **Building Standards Commission

Submitted By: Melissa Lipiec

Date: August 20, 2019

Monthly Report to Administrative Manager
Building Department
For the Month of June 2019

Type of Inspections	Jun-18	Jun-19	Fiscal Yr. To Date	Calendar Yr. To Date
Building	58	53	572	326
Electrical	53	38	374	227
Plumbing	46	44	416	269
Gas	7	3	50	36
Mechanical	9	18	219	139
TOTAL	173	156	1631	997
Building				
Permits	33	17	151	115
Value	$ 4,191,649.09	$ 1,029,143.68	$ 10,526,934.62	$ 5,914,986.17
Fees	$ 26,866.76	$ 10,738.78	$ 79,188.47	$ 61,438.52
Electrical				
Permits	21	14	92	67
Fees	$ 3,870.00	$ 1,910.00	$ 16,050.00	$ 12,180.00
Plumbing				
Permits	24	7	71	50
Fees	$ 4,510.00	$ 1,250.00	$ 14,040.00	$ 9,420.00
Gas				
Permits	3	2	29	20
Fees	$ 490.00	$ 200.00	$ 3,000.00	$ 2,080.00
Mechanical				
Permits	14	6	63	46
Fees	$ 2,370.00	$ 920.00	$ 14,280.00	$ 8,060.00
Total All Fees	$ 38,106.76	$ 15,018.78	$ 126,558.47	$ 93,178.52

July 2019
Building Permits

Number of Permits		Type/Classification	Permit Fees		Valuation	
Jul-18	Jul-19		Jul-18	Jul-19	Jul-18	Jul-19
4	16	New Single Family	$ 3,386.07	$ 13,615.70	$419,600.00	$1,714,325.00
		New Duplex				
		New Manufactured				
	1	New Multi-Family		$ 4,064.00		$ 500,000.00
	2	New Commercial		$ 4,669.50		$ 750,000.00
		New Industrial				
		New Swimming Pools				
		Moving Permit				
2	3	New Signs	$ -	$ 69.58	$ -	$ 1,530.00
7	6	Residential	$ 597.66	$ 1,119.54	$ 32,180.00	$ 69,000.00
3	1	Non-Residential	$ 2,768.17	$ 544.10	$365,000.00	$ 46,000.00
4	1	Demolitions	waived	$ -	$ -	$ -
20	30		$ 6,751.90	$ 24,082.42	$ 816,780.00	$ 3,080,855.00

*BOA Request	300 N Avenue F granted variance for front setback of 12 feet and reduce the minimum masonry requirements from 75% to zero on the front façade.
**BSC Requests	None
P & Z Request	Specific Use Permit for a 220' self supporting tower-item was tabled due to noticing requirements not met

*Board of Adjustments **Building Standards Commission

Submitted By: David Harrell and Melissa Lipiec

Date: August 20, 2019

Monthly Report to Administrative Manager
Building Department
For the Month of July 2019

Type of Inspections	Jul-18	Jul-19	Fiscal Yr. To Date	Calendar Yr. To Date
Building	92	55	627	381
Electrical	45	44	418	271
Plumbing	89	42	458	311
Gas	4	0	50	36
Mechanical	43	26	245	165
TOTAL	273	167	1798	1164
Building				
Permits	20	30	181	145
Value	$ 816,780.00	$ 3,080,855.00	$ 13,607,789.62	$ 8,995,841.17
Fees	$ 6,751.90	$ 24,082.42	$ 103,270.89	$ 85,520.94
Electrical				
Permits	18	24	116	91
Fees	$ 2,630.00	$ 4,820.00	$ 20,870.00	$ 17,000.00
Plumbing				
Permits	14	21	113	71
Fees	$ 2,850.00	$ 4,450.00	$ 22,940.00	$ 13,870.00
Gas				
Permits	6	1	30	21
Fees	$ 810.00	$ 130.00	$ 3,130.00	$ 2,210.00
Mechanical				
Permits	7	16	79	62
Fees	$ 1,060.00	$ 2,760.00	$ 17,040.00	$ 10,820.00
Total All Fees	$ 14,101.90	$ 36,242.42	$ 167,250.89	$ 129,420.94

Library Report for City Council for July 2019

Circulation: We checked out 2% less and gained 270 more items in the collection compared to July 2018.

Friends of the Elgin Library had the Stars & Science Austin mobile planetarium for the finale of the Summer Reading Program on Wednesday, July 31. We had 228 total participation with 3 shows for preschoolers and 3 for older folks. Friends are having a Literary Event on August 11 at 2:00 pm with Easy Jackson, local author of A bad place to die and A season in hell. They are also planning a Grown-up Games Gala with ice cream on August 30th at 6.

Texas State Library Grantsmanship grant for parents of 4-year-olds and school readiness is pending. We will learn in August if we will receive the grant. We will receive $500 grant to purchase books about radiology. "The ASRT National Library Partnership offers financial grants to U.S. public library systems to purchase books on medical imaging and radiation therapy. The program is part of the American Society of Radiologic Technologists' ongoing commitment to educate the public about radiologic technologists' role on the health care team, patient safety measures and the science behind radiological procedures. Participating libraries will host book displays that focus on medical imaging and radiation therapy and the professionals who perform those procedures. The ideal time for the libraries to host the displays is in early November during National Radiologic Technology Week®." – from ASRT website

We had a 46% increase in program participation in July from the previous July. The Summer Reading Program "A Universe of Stories" was well attended by the younger children. Young adult program had low attendance, therefor we changed it into Harry Potter Birthday Party preparation. Our young adults have asked for a way to earn volunteer hours at the library.

Staff is planning fall programming. Children's librarian Melinda Torres and volunteer Terri Tywater will attend Supercharged Storytime collaborative training in San Marcos in August.

Our network is working very well. We see more use of the computers earlier in the day during the summer and have not had anyone waiting to use a computer.

Volunteers worked at several crafting sessions to prepare us for the Harry Potter Birthday Party on July 30th. They created over 100 wands, 10 displays, 5 games, and many prizes of Golden Snitches and Dragon Eggs. Harry Potter Birthday Party had 167 attendees.

Categories	Units	July '18	July '19	Fiscal YTD '18	Fiscal YTD '19
Total Circulation		8,066	7,896	75,440	66,556
+ or - Same month previous year	Percent	23%-	2%-		
Additions					
Interlibrary Loans	Each	21	9	158	115
New Patrons	Each	100	113	844	745
Collection					
Items Added	Each	231	323	2,224	2,613
Items Withdrawn	Each	122	122	3,032	3,864
Total Collection	Each	36,881	37,151	36,881	37,151
General Statistics					
Gate Count	Each	4,882	4,442	34,527	39,089
Hours Open	Hours	161	168	1,626	1,638
Library Tours	Each	0	16	1	246
Program Visitors	Each	792	1,157	4,096	5,366
Public Computer Use	Hours	455	427	4,448	3,740
Patrons using computers	Each	772	685	6,373	5,858
Wifi Patron Use		604	1,266	4,720	9,508
Volunteer Hours	Each	178	238	1,368	1,745
Receipts					
		$1,813	$2,290	$24,403	$23,867
Civic Center Use					
City	Each	4	3	93	43
Library	Each	37	25	233	234
Public Rental	Each	7	4	39	45
Other - not for profit	Each	5	8	37	59
Total Civic Center Use		53	40	402	381

OFFICE OF COURT ADMINISTRATION

TEXAS JUDICIAL COUNCIL

OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month July 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 Aug 21, 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 July 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:	13,333	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
2. New Cases Filed	284	2	0	2	77	11
3. Cases Reactivated	60	0	0	0	17	0
4. All Other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket	10,422	26	0	2	1,529	23
6. Dispositions Prior to Court Appearance or Trial						
a. Uncontested Dispositions	184	4	0	0	32	0
b. Dismissed by Prosecution	8	2	0	0	4	0
7. Dispositions at Trial:						
a: Convictions						
1) Guilty Plea or Nolo Contendere	22	2	0	0	19	12
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	26					
b: After Deferred Disposition	1	0	0	0	1	0
c: After Teen Court	0	0	0	0	0	0
d: After Tobacco Awareness Course					0	
e: After Treatment for Chemical Dependency				0	0	
f: After Proof of Financial Responsibility	0					
g: All Other Transportation Code Dismissals	0	0	0	0	0	0
9. All Other Dispositions	13	0	0	0	0	0
10. Total Cases Disposed	254	8	0	0	56	12
11. Cases Placed On Inactive Status	35	3	0	0	25	0
12. Total Cases Pending End of Month:	13,363	18	0	2	2,628	26
a: Active Cases	10,133	15	0	2	1,448	11
b: Inactive Cases	3,230	3	0	0	1,180	15
13. Show Cause Hearings Held	42	0	0	0	15	2
14. Cases Appealed:						
a: After Trial	0	0	0	0	0	0
b: Without Trial	0	0	0	0	0	0

JUVENILE / MINOR ACTIVITY

Court CITY OF ELGIN Month July Year 2019	TOTAL
1. Transportation Code Cases Filed	6
2. Non-Driving Alcoholic Beverage Code Cases Filed	1
3. Driving Under the Influence of Alcohol Cases Filed	0
4. Drug Paraphernalia Cases Filed	4
5. Tobacco Cases Filed	1
6. Failure to Attend School Cases Filed	0
7. Education Code (Except Failure to Attend) Cases Filed	0
8. Violation of Local Daytime Curfew Ordinance Cases Filed	3
9. All Other Non-Traffic Fine-Only Filed	1
10. Transfer to Juvenile Court: a. Mandatory Transfer	0
b. Discretionary Transfer	0
11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct)	0
12. Held in Contempt by Criminal Court (Fined and/or Denied Driving Privileges)	0
13. Juvenile Statement Magistrate Warning: a. Warnings Administered	0
b. Statements Certified	0
14. Detention Hearings Held	0
15. Orders for Non-Secure Custody Issued	0
16. Parent Contributing to Nonattendance Cases Filed	0

ADDITIONAL ACTIVITY

Court CITY OF ELGIN Month July Year 2019	Number Given	Number Requests For Counsel
1. Magistrate Warnings: a. Class C Misdemeanors	24	
b. Class A and B Misdemeanors	10	3
c. Felonies	7	4
		TOTAL
2. Arrest Warrants Issued: a. Class C Misdemeanors		63
b. Class A and B Misdemeanors		1
c. Felonies		2
3. Capiases Pro Fine Issued		30
4. Search Warrants Issued		0
5. Warrants for Fire, Health and Code Inspections Filed		0
6. Examining Trials Conducted		0
7. Emergency Mental Health Hearings Held		0
8. Magistrate's Orders for Emergency Protection Issued		1
9. Magistrate's Orders for Ignition Interlock Device Issued		1
10. All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond		0
11. Driver's License Denial, Revocation or Suspension Hearings Held		0
12. Disposition of Stolen Property Hearings Held		0
13. Peace Bond Hearings Held		0
14. Cases in Which Fine and Court Costs Satisfied by Community Service: a. Partial Satisfaction		0
b. Full Satisfaction		13
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit		9
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: a. Kept by City		$26,835.61
b. Remitted to State		$18,058.08
c. Total		$44,893.69

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

July 2019 Parks Report- Michael

One of our staff goals for this summer was to put an emphasis on quality aquatic programs. We saw a need for programing for swim lessons, water aerobics, and lap swim. I believe that our staff have done an outstanding job at making these programs the best they can be. The Swim lessons curriculum was redone, and we saw an increase in students signing up for lessons. Our guards developed more work out routines that they lead themselves and improved those sessions and we expanded the lap swim which also got a positive response. The outcome from this hard work and intentional design was a waiting list for swim lessons, record numbers for our water aerobics classes and shared lanes for lap swim. We are seeing great work from our lifeguards and of course out program manager in making this year's aquatic operations the best season in years.

Elizabeth Marzec – Program Manager

This July the Elgin Parks and Recreation Department tried a new style of event to celebrate Independence Day. On July 3rd the Elgin Parks Department combined our traditional "Chalk it Up" event with our "Push, Pedal, Pull People's Parade". In order to minimize the impact on Main Street and staff time, while providing a family friendly event, we picked July 3rd and altered the parade route to lead around Veterans' Park. Despite the rain, we had over 150 participants in chalk art, a yellow ribbon tying ceremony by the VFW, songs performed by the community choir, flag raising ceremony by the American Legion, Cub Scout Boxcar Races, concessions, face painting, balloon animals, lawn games, DJ and parade. This combination of events brought a larger group, that stayed and participated for longer, than we've seen in previous years.

We also hosted a senior specific special event called "Senior Show and Tell" where we had a senior bring out her art and show it to members of the community. This was another of our test events to see if the community responded to it at no cost to the Parks Department.

The pool has continued to be busy 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 50 people per class, sometimes with numbers reaching over 70 people in the pool.

Kayla Trantham- Admin Assistant

- 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)
- Interviewed/hired new front desk staff

Joseph Williams-Parks Superintendent

In the month of July we held a festival for the fourth which went well. The grounds crew worked on mowing and trimming trees at Thomas and Morris parks. At the end of the month we started and finished work on the softball field at Elgin Memorial Park. The project involved adding dirt to the third base dugout and tapering it down to the gate on that side of the field. After that was completed, we installed three pallets of sod to the third base dugout and along the infield fence. The total cost was just under 1,100 dollars. This accounts for materials that can and are used for of functions of the grounds departments duties; labor is also in this total.

Goals for <u>August 2019</u>

- Fix irrigation systems at Veterans Memorial Park
- New sod and drainage work at Elgin Memorial softball field
- Transition the pool in to limited operating hours

Facility and Park Activity Summary	**Number of uses June 2019**		
	May	June	July
Park/ Pavilion Rental	11	9	11
Ball Field Rental	48	31	13
Fleming Community Center/ Rec Center rentals	43	37	61
Monthly Rec Memberships	206	224	201
Yearly Rec Membership	36	18	7
Pool Entries	334	2,246	2,903
Deposits	$18,533.25	$22,116.80	$17,195.75

Elgin Police Department

July – 2019

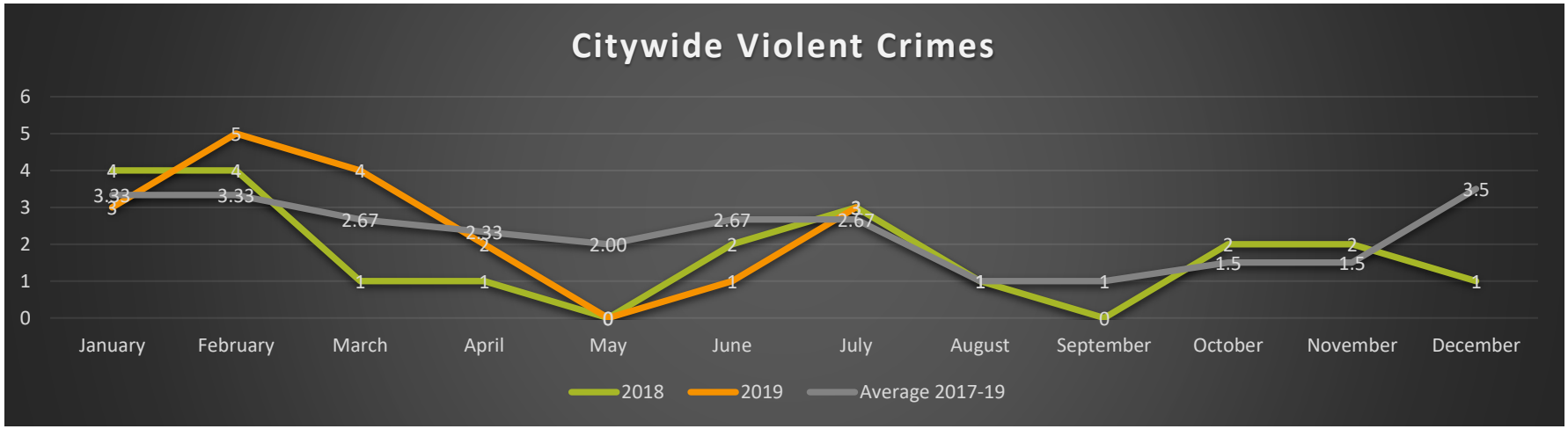
Monthly Report

Elgin Police Department

Citywide Monthly Crime Reports - July 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	0	nc	0	1	-100%	0	0%
Rape/Sexual Assault	0	0	nc	1	-100%	6	2	400%	5	83%
Business Robbery	1	0	100%	0	100%	3	2	50%	2	67%
Individual Robbery	0	0	nc	1	-100%	3	2	50%	3	100%
Agg Assault - No FV	1	1	nc	0	100%	4	2	100%	3	75%
Agg Assault - FV	1	0	100%	1	nc	2	6	-400%	2	100%
Total	**3**	**1**	**200%**	**3**	**0%**	**18**	**15**	**20%**	**15**	**83%**

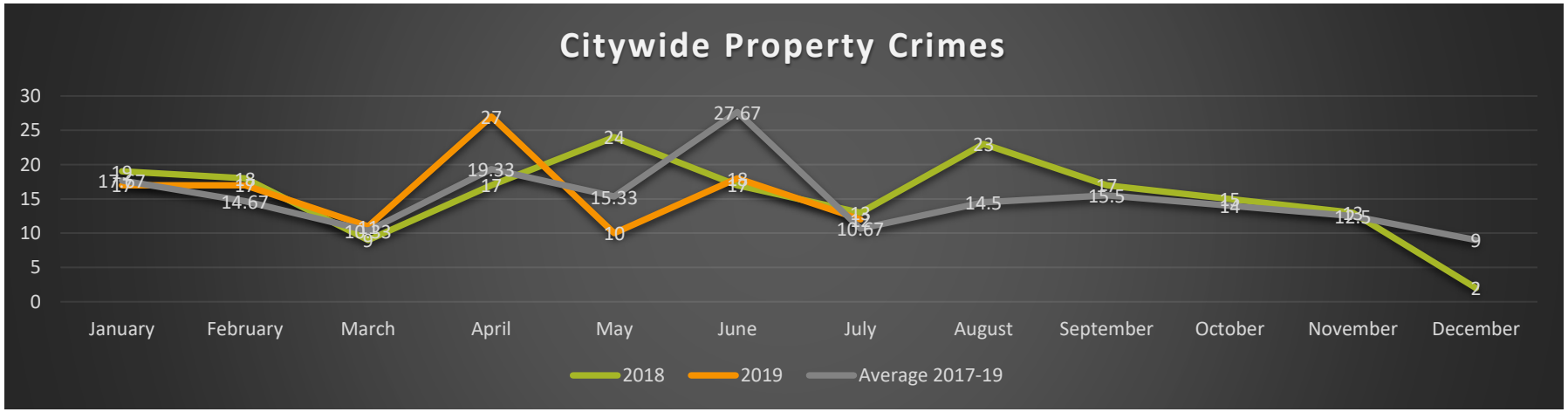


Elgin Police Department

Citywide Monthly Crime Reports - July 2019

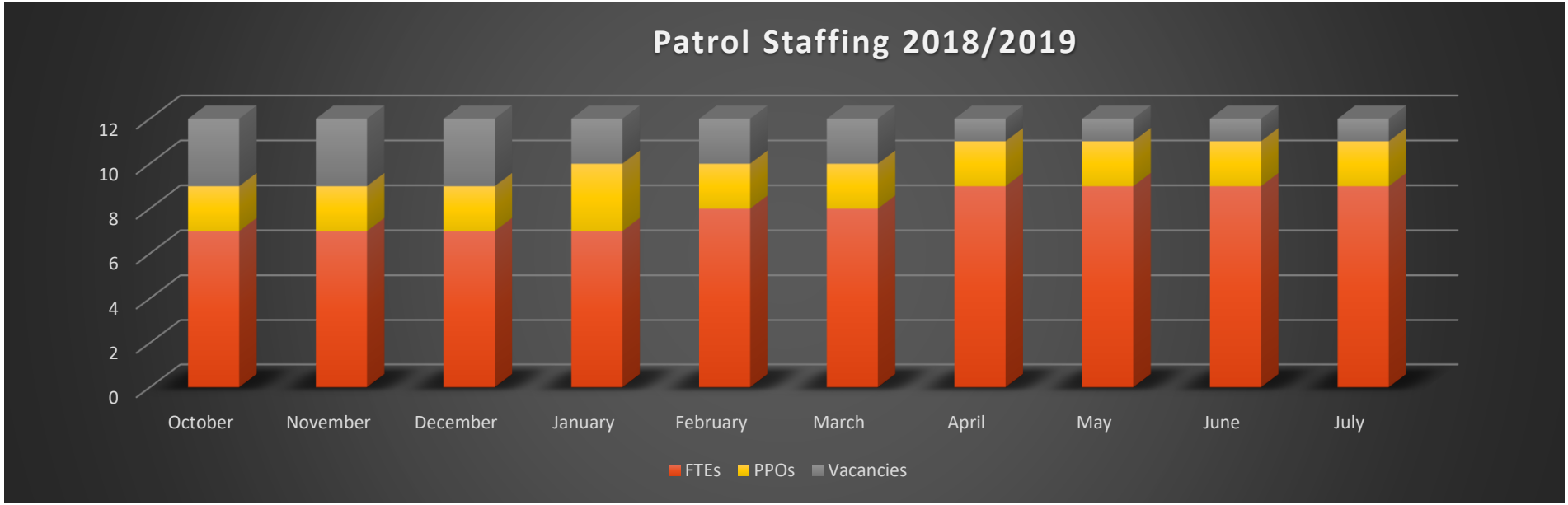
Property Crime

Offense Category	MTD	MTD LM	MTD %	MTD LY	MTD % LY	YTD	YTD LY	YTD % LY	CR YTD	CR YTD%
Burglary Non Residence	4	1	300%	1	300%	12	12	0%	0	0%
Burglary Residence	2	2	nc	1	100%	18	19	-5%	5	28%
Auto Theft	1	2	-100%	2	-50%	7	12	-42%	3	43%
BOV	0	1	-100%	1	-100%	8	21	-62%	6	75%
Other Theft	5	12	-58%	8	-38%	67	52	29%	39	58%
Total	**12**	**18**	**-33%**	**13**	**-8%**	**112**	**116**	**-3%**	**53**	**46%**



Elgin Police Department

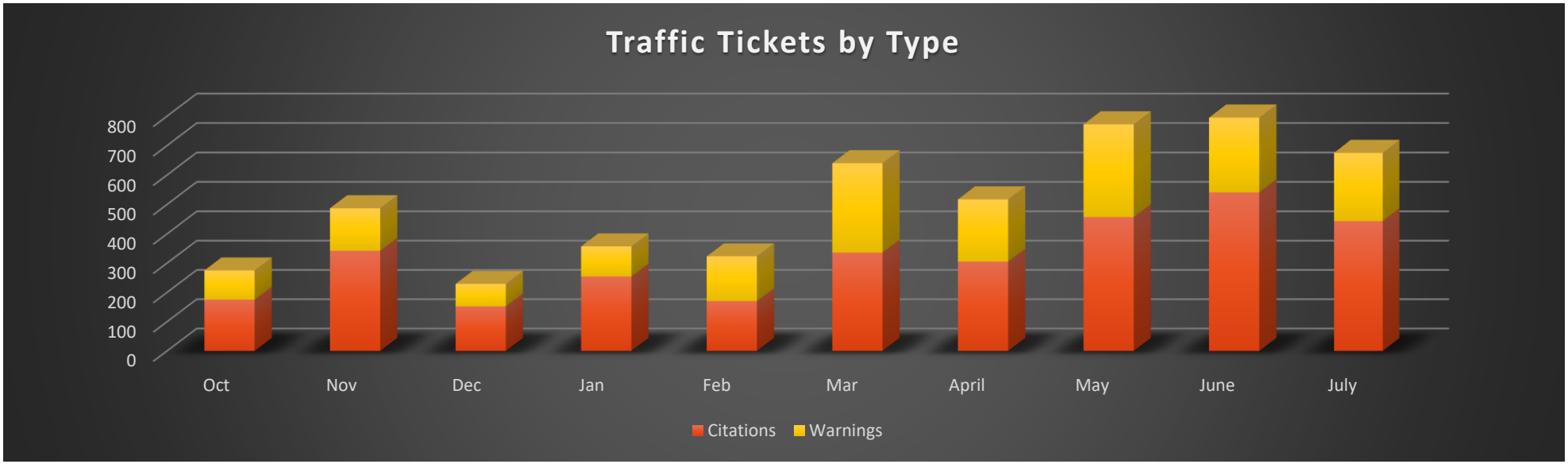
Patrol Staffing – 2018/2019



	Authorized	Open (Vacant)	Current	Actual % Vacant
July	12	1	11	8%
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%

Elgin Police Department

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



Note: 98% 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

	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	**Ave**
Dispatched calls	453	423	438	344	455	382	305	386	470	424	418	431	**411**
Self-Initiated calls	522	367	494	674	330	874	594	941	770	1142	924	828	**705**
Total Calls	**975**	**790**	**932**	**1018**	**785**	**1256**	**899**	**1327**	**1240**	**1566**	**1342**	**1259**	**1,116**

													Ave
Total Time on Calls	27,004	22,151	32,908	37,485	28,124	30,908	19,060	25,924	26,688	37,091	41,944	23,999	**29,441**
Committed Time	60%	51%	74%	87%	63%	69%	47%	58%	62%	83%	97%	54%	**67%**

Goal for committed time = no more than 60%

Public Works – July 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:

Repaired five (5) banners on Lee Dildy Boulevard

Permanent Street, utility cut repairs, pothole repairs:

Excavated and added base:
- 4 locations Loesch Drive

Patched:
- 5 locations Loesch Drive
- Parking lot of Soccer field
- VFW Road

Multiple pothole patches and saw cut around town

Curb, Gutters, Drains, and Ditch Cleaning

Ditch cleaning:
- Martin Luther King Boulevard – from Madison Street to Thomas Street

Excavated bar-ditch:
- County Line Road – from US 290 to ACC Entrance

Curb and Gutter:
- Lee Dildy Boulevard
- Roy Rivers Road
- Saratoga Farms Boulevard

Trees and Brush:

Trimmed low limbs:
- East 3rd Street and North Avenue G

Trimmed low limbs and brush:
- East 3rd Street and North Avenue A
- East Alamo Street and South Avenue D
- Lexington Road and North Avenue C

Removed fallen tree:
- 6 tree – Greenbelt/Drainage area West 3rd Street to Elgin Memoria Park

Trimmed tree:
- North Avenue E

Miscellaneous:

Installed new light bars on unit #13 & #15

Installed barricades and removed barricades for sidewalk closure - North Main Street and West 11th Street (bee report)

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

Acknowledgments:

Public Works currently has two (2) Equipment Operator positions open

Joe Parten
Director, Public Works
City of Elgin

Monthly Reports July 2019

Department 023 Water Treatment

Well # 10	0 Gallons
Well # 16	22,574,000 Gallons
Well # 14	0 Gallons
Well # 15	18,146,000 Gallons
Water loss due to leaks or flushing	600,000 Gallons
Total Water Pumped	**40,120,000 Gallons**

Chemicals Used

Chlorine	1182 Pounds
Seaquest	200 Gallons

Distribution Samples

Bacteriological Samples Taken	11
Average Chlorine Residual	1.8 mg/l
Violations	0

Department 024 Distribution

Line Repairs/New installations

Main Line Breaks	3
Service Line Breaks	1
Miscellaneous Repairs/Complaint Calls	20
New Connections/Taps	0
Installation of New Water Main	0

Department 026 Wastewater

Collections

Backups

Main Lines	5
Service Lines	7
After Hours Call-Outs	5

Line Repairs/New Installations

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

Lift Station Maintenance/Repairs

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

Wastewater Treatment Plant

Maintenance/Repairs

Pumps Pulled	0
Pumps Installed	0
Motors Pulled	0
Motors Installed	0
Control System/Electrical Repairs	2
Cleaned Wet Well Floats	1
Miscellaneous Repairs	12
After Hours Call-Outs	0

Chemicals Used

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

Monthly Plant Flows and Test Results

Minimum Daily Flow	443,600 Gallons
Maximum Daily Flow	645,000 Gallons
Average Daily Flow	538,100 Gallons
Total Monthly Flow	18,671,000 Gallons

Effluent DO (Dissolved Oxygen) Average	6.27
Effluent Chlorine Residual Average	1.68 mg/l
Effluent pH Average	7.46
Total Phosphorus Average	0.188
CBOD (Carbonaceous Biochemical Oxygen Demand) Average	3.66
TSS (Total Suspended Solids) Average	2
Ammonia/Nitrates Average	0.112

Remarks :

UTILITY BILLING REPORT	July 2019	
Billed out	$497,453.03	
Past due notices	650	$94,013.57
Work orders-Cut offs	83	
Disconnected for non pmt	76	
Extension to pay 1st	43	
Extension due for disconnect	2	
Meter tamper fee	0	
After Hour turn on	1	
Accounts set to final	5	for non pmt
Leak Adjustments	0	

METER REPORT		
WORK ORDERS	**COMPLETED**	**INCOMPLETE**
START READ	37	4
FINAL READ	34	1
TRANSFERS / IN AND OUT	5	0
CTO'S / DISCONNECT NON-PMT	85	0
SET METER	3	5
METER REPLACEMENTS	53	118
VISUAL READS	13	0
FAILURE TO READ (MOBILE MISS)	112	0
RE READS	47	0
WL / CHECK FOR WATER LEAK	4	4
METERS DATA LOGGED	95	14
MISCELLANEOUS	24	13
TOTAL NUMBER OF WORK ORDERS	**512**	**159**
CURB STOPS - JOHN CALHOUN		
BROKEN CURB STOPS	2	33
SERVICE LINE REPAIR		
MAIN BREAK	2	
SEWER LINE REPAIR		1
TOTAL NUMBER OF WORK ORDER	**4**	**34**
BULK WATER		
PURCHASES	**15**	
TRIPS/GALLONS	**27/12,200**	
TOTAL COLLECTED	**$71.06**	

Dodie Navejas, Utility Billing Supervisor *310 N. Main Street*
Customer Service/A/R Supervisor *512-229-3220 office*

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: City Council Regular Meeting and Workshop Minutes

DEPARTMENT: Administration

PROPOSED ACTION: Review and approval of the June 18, 2019 and August 6, 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 June 18, 2019 and August 6, 2019 meeting minutes.

ATTACHMENTS:

June 18, 2019 Minutes
August 6, 2019 Minutes

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

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

MINUTES
ELGIN CITY COUNCIL
WORKSHOP MEETING
TUESDAY, JUNE 18, 2019
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET

CALL TO ORDER

Mayor Pro Tem Bega called the meeting to order at 7:25 p.m.

ROLL CALL

Present: Jessica Bega, Mayor Pro Tem
Juan Gonzalez, Council Member
Mary Penson, Council Member
Brad Jones, Council Member
Sue Brashar, Council Member
Forest Dennis, Council Member

Staff: Thomas L. Mattis, City Manager
Charles Cunningham, Finance Director
Michael Gonzalez, Parks Director
David Harrell, Planning Director
Joe Parten, Public Works, Director

Mayor Pro Tem Bega certified that there was a quorum and asked that the record show that Council Member Arreaga and Council Member Lopez were absent.

GENERAL DISCUSSION

1. Review and Discussion of the Proposed City Of Elgin 2019 Five-Year Capital Improvement Plan and Related Matters as Presented by the City Manager, Including but not Limited to Possible Discussion of all Departments, Operations, Functions, Personnel, Infrastructure, Facilities, Taxes, and Tax Rates; and All Revenues, and Expenditures Related Thereto.

City Manager Thomas Mattis stated that there was a presentation on the Five-Year Plan that was present to Council at the last meeting. He stated that Charles Cunningham had prepared a very informative presentation that gives a different perspective on the projects and plan. He stated that they would be focusing on the new unfunded projects because there was a small amount of those, and they could speak about all of them briefly. He stated that this is a Capital Improvement Plan that has cost estimates included but does not include any appropriations and that adoption of the

plan does not mean appropriations and would still need to go through the steps of these projects as they are funded being included in the budget.

Charles Cunningham Finance Director stated that he had broken down the Five-Year Plan into four major categories.
Mr. Cunningham provided a PowerPoint presentation on projects that were either already in progress or projects that with the growth would be needed. Mr. Cunningham presentation included Utility Infrastructure, that includes the water and wastewater system, General Gov Infrastructure, that includes roads and alleys, sidewalks, drainage and buildings, City Hall Construction, with no plans to build a new City Hall, with some options to look at, and Culture and Leisure that includes parks, recreation venues, and miscellaneous items such as holiday lights and streetlight banners on Lee Dildy.

He stated that a big project is the construction of a new city hall and they had some ideas at this time possibly doing a long-term lease. City Manager Thomas Mattis stated they were talking with the new owners of the cotton mill property about a new city hall being the anchor of a complete redevelopment project in that area.

Mr. Cunningham stated that last group was Culture and Leisure and that some of the other projects that they had been looking at for a while for Parks was a splash pad, playground resurfacing and Morris Park lighting and that they were looking at the Developer Park in-lieu fees for funding these projects. Mr. Cunningham stated that as these fees start coming in more projects could be added and brought back for Council approval on how to use these funds.

Mr. Cunningham concluded his presentation and stated that these were the projects being looked at and being planned and no appropriations were involved and as the funding becomes available, they would be coming back to the Council to make a decision on projects to fund.

ADJOURNMENT

Mayor Pro Tem Bega adjourned the City Council Workshop meeting at 8:48 p.m.

APPROVED

_____
CHRIS CANNON, MAYOR

ATTEST:

_____
AMELIA SANCHEZ
City Secretary

MINUTES
ELGIN CITY COUNCIL
REGULAR MEETING
CITY ANNEX COUNCL CHAMBERS, 310 NORTH MAIN STREET
TUESDAY, AUGUST 6, 2019

CALL TO ORDER

Mayor Pro Tem Bega called the meeting to order at 7:02 p.m.

ROLL CALL

Present: Jessica Bega, Mayor Pro Tem
Juan Gonzalez, Council Member
Susie Arreaga, Council Member
Mary Penson, Council Member
Daniel Lopez, Council Member
Phillip Thomas, Council Member
Neil Beyer, Council Member
Sue Brashar, Council Member

Mayor Pro Tem Bega certified there was a quorum.

Staff: Thomas L. Mattis, City Manager
Charles Cunningham, Finance Director
Patrick South, Chief of Police
Owen Rock, EDC Director
Amy Miller, Community Development Director
Michael Gonzalez, Parks Director
David Harrell, Director of Planning
Doug Prinz, Utilities Director
Beau Perry, City Engineer

INVOCATION

Council Member Penson gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Bega led the Pledge of Allegiance to the United States and Texas Flag.

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PUBLIC COMMENT

None.

PRESENTATION

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

Charles Cunningham Finance Director provided the Third Quarterly Financial Report.

2. Presentation Bastrop County Recognized as Film Hospitality Capital of Texas.

Adena Lewis, Tourism & Economic Development Director of Bastrop County, provided a presentation recognizing Bastrop County as Film Hospitality Capital of Texas.

CITY MANAGER'S REPORT

1. General Activity Report and/or Project Update.

City Manager Thomas Mattis stated that he, Mayor Cannon and staff had met last week with some Travis County Representatives including Judge Travillion, Precinct 1 County Commissioner and trying to start the process for more engagement with Travis County. He stated that while there has been a significant portion of Travis County that is in the City of Elgin, there had not be a lot of development and improvements in that area in the past but would be seeing different things coming up soon.

2. Monthly Departmental Activity Reports - June.

There were no questions or discussion on the monthly reports.

CONSENT AGENDA

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.

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

Council Member Penson moved to approve the Consent Agenda. Council Member Gonzalez seconds the motion. Motion carried 8-0.

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

Council Member Brashar moved to approve the Development and Consent Agreement with Clayton Homes. Council Member Penson seconds the motion. Motion carried 8-0.

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.

Council Member Penson moved to approve a Resolution Consenting to the Creation of Altessa Municipal Utility District. Council Member Lopez seconds the motion. Motion carried 8-0.

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.

Council Member Brashar moved to approve a Resolution Executing a Termination Agreement with Clayton Properties. Council Member Penson seconds the motion. Motion carried 8-0.

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

Council Member Dennis moved to approve the Resolution Adopting a Public Art Plan in Downtown Elgin. Council Member Lopez seconds the motion. Motion carried 8-0.

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.

Council Member Penson moved to approve the Resolution for Elgin Application to TXDOT 2019 TASA Project. Council Member Lopez seconds the motion. Motion carried 8-0.

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.

Council Member Brashar moved to approve a Resolution Approving the Expenditure by the EDC for $490,000 for the partial payment to purchase property located at 228 Littig Road. Council Member Penson seconds the motion. Motion carried 8-0.

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.

Council Member Penson moved to approve a Resolution Authorizing the City Manager to award the 18-inch Raw Water Transmission Line Project to Atlas Construction. Council Member Brashar seconds the motion. Motion carried 8-0.

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.

Council Member Penson moved to approve a Resolution to Approve an Agreement with Sheridan Environmental to provide Sludge Hauling Services for a term of three years. Council Member Lopez seconds the motion. Motion carried 8-0.

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.

Council Member Dennis moved to approve a Resolution Approving and Adopting the 2019 Five-Year Capital Improvement Plan, for all Municipal Operations from October 2019 to September 2024. Council Member Arreaga seconds the motion. Motion carried 8-0.

10. PRESENTATION OF THE PROPOSED FY2019-20 CITY OF ELGIN ANNUAL OPERATING BUDGET.

City Manager Thomas Mattis stated that the City Charter specifically stipulates that the City Manager is required to present an annual operating budget each year which is what he would be doing at this meeting. He stated that there had already been one work session where some issues were reviewed and thought that it helped the process. He stated some of the major issues in the budget were issues they were able to talk about at that work session. He stated they all had a copy of the document at their places and that most of the work had been done by the Financial Officer Charles Cunningham. Mr. Mattis stated that the presented budget is a zero-based balanced budget where all expenditures are supported by general revenues during the fiscal year. He stated the budget was based on no increase in the property tax rate and no increase proposed in the base utility rates, no deficit spending or utilization of fund balance for operating expenditures. He stated that the sum total of all appropriations included in the budget is just under 15 million dollars, a slightly lower amount than we had last year. Mr. Mattis stated that all of the following items being discussed were included in his City Manager's Message. He stated there were a couple of things being proposed that money was being set aside now for and later would come back to Council later for direction on exactly how that money would be spent. He stated one of the things they were dealing with were the actions of the state legislature and how the city won't feel those impacts this year, but like all cities we are trying to anticipate what that will be in the coming years and preparing for that. Mr. Mattis stated some of the major issues were property taxes and the impact on that revenue and how that will change over time, employee compensation analysis, employee health insurance, and development fees. Mr. Mattis spoke about employee compensation and stated that this was a tough issue to address every year and that the City Council had made this a priority to make sure the city recognizes and pays what is reasonable. He stated that in the last couple of years they have usually done an across the board cost of living increase for all employees and was seen as the fairest and affordable thing to do. He stated that what was proposed in this budget is something that is underway right now, a salary survey and job classification plan that will get the city on the right path in addressing some of the issues related to employee pay, with the plan to be completed the first quarter of calendar year 2020, and at that time come back to Council for a recommendation about how pay could be adjusted at that point. He stated that for this budge they had set aside a little less than $140,000 dollars and it be a tentative fund but would come back to Council for specific approval to line up with the job classification, job descriptions and personnel policy. He stated that this would not include the majority of the Police Department since last year the focus was to address compensation issues there with a 3-year commitment for a 2% cost of living raise each year. He stated this did not include administrative staff or the Chief so they would be included in the study. Mr. Mattis spoke about staff re-organization included in the budget that will be more productive and responsive operationally moving forward, ant that the operation is positioned to grow within this reorganization. Mr. Mattis stated that another item proposed in the budget includes the creation of new Development Fees and a significant increase in a number of existing related fees.

Mr. Mattis stated he and the Mayor discussed the budget calendar and asked if the Council wanted to have all of the work sessions, that they could think about it and let him know but they would need to vote on the Public Hearing date tonight.

Council Member Brashar moved to conduct the first Public Hearing on the budget and tax rate at the Tuesday, September 3rd Regular Meeting. Council Member Dennis seconds the motion. Council Member Brashar amended her motion to include September 17th for the second reading. Council Member Dennis seconds the amended motion. Motion carried 8-0.

ANNOUNCEMENTS

Council Member Brashar mentions Sip, Shop and Stroll on Thursday, and fill the bus. Amy Miller mentioned Mr. McGee's 90th birthday and the Realty ribbon cutting. Mr. Mattis mentioned the employee pool party on August 24th.

ADJOURNMENT

Mayor Pro Tem Bega adjourned the City Council Meeting at 8:41 p.m.

_____
Chris Cannon, Mayor

ATTEST:

_____
Amelia Sanchez, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Request for street closures for the Elgin ISD Homecoming Community Parade and Pep Rally on Wednesday October 2, 2019.

DEPARTMENT: Community Development

PROPOSED ACTION: Consider street closures for the Elgin ISD Homecoming Community Parade and Pep Rally on Wednesday October 2, 2019.

BACKGROUND:

The Elgin ISD Homecoming Community Parade and Pep Rally will be Wednesday October 2. The parade includes various units from Elgin High School and groups from other Elgin campuses – all walking or marching. The parade will lien up on Elgin ISD property at the water tower on 2nd Street. Parade will proceed from the water tower east on 2nd street to the traffic light. It will turn south on Main Street and continue to Depot Street where it will turn west and conclude at Veterans Memorial Park. The parade route and required traffic control have been reviewed by the Elgon Police Department, which will be coordinating the official street closures.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Take Action on the street closures for the Elgin ISD Homecoming Community Parade and Pep Rally on Wednesday October 2, 2019.

ATTACHMENTS:

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

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

Elgin High School

14000 County Line Road • Elgin, TX 78621 • Office: (512) 281-3438 • Fax: (512) 281-9804

City Hall
Attn: Amelia Sanchez
310 N. Main Street
Elgin, TX. 78621

August 21, 2019

Dear Amelia Sanchez,

My name is Arthur Martinez, Assistant Principal at Elgin High School. I would like to formally request all fees involved with our upcoming Homecoming Community Pep Rally and parade be waived for our event scheduled for October 2, 2019. This would include the park rental fee, parade fee and any other additional fees included.

Our annual Homecoming Community Pep Rally is a tradition for our students. Each year, during homecoming, the students and staff like to involve the community in an event to raise school and community spirit. The event includes speeches from coaches and students. Cheerleaders and dancers perform. Elementary students participate by reading inspiring poems. Our award winning band plays our school fight and school song. The event is one students and community members look forward to year after year.

I thank you for consideration of waiving all fees for this event. Please contact me if more information is needed in order to gain approval.

Sincerely,
Arthur Martinez
Arthur Martinez
Elgin High School Assistant Principal

Parade and Community Pep Rally Itinerary

Wednesday, October 2, 2019

6:30 PM Student/Sponsor Line up for the Parade at the Elgin ISD Transportation parking lot (water tower area)

6:45 PM Start the Parade walk to Veterans' Memorial Park Gazebo (Downtown Elgin across from Lucy's Restaurant)

7:00 PM Elgin Pep Rally begins at Veterans' Memorial Park Gazebo (Downtown Elgin across from Lucy's Restaurant)

7:25 PM Elgin Pep Rally ending at Veterans' Memorial Park Gazebo

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM:

DEPARTMENT: Community Development

PROPOSED ACTION: Consider waiving fees for costs associated with street closures and park rental for the Elgin ISD Homecoming Community Parade and Pep Rally on Wednesday, October 2, 2019.

BACKGROUND:

Elgin ISD organizes the Homecoming Community Parade and Pep Rally in the fall. The parade includes various units from Elgin High School and groups from other Elgin campuses – all walking or marching. After the parade a pep rally will be held in Veterans Memorial Park. The Community is invited to both events, which are free. The parade line up will be on Elgin ISD property at the water tower on 2nd Street. Parade will proceed from the water tower east on 2nd street to the traffic light. It will turn south on Main Street and continue to Depot Street, where it will turn west and conclude at Veterans Memorial Park. The parade begins at 6:45 pm. Depot Street will be closed from 4pm to 8pm from Avenue C to Main Street. The parade route requires 6 City of Elgin staff and 6 police officers for traffic control with an approximate cost of $570.00. $120 for barricades required for the street closures. Veterans Park rental is $300. **Staff costs associated with Elgin ISD Homecoming Community Parade and Pep Rally and park rental are $990.00** .

BUDGET/FINANCIAL IMPACT:

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

The Police Department has officer time for parades included in the overtime budget. City departments assist with street closures funds are also impacted by weather related events that city staff may respond to throughout the year.

RECOMMENDATION:

Take action on the reduction or waiver of fees associated with the Elgin ISD Homecoming Community Parade and Pep Rally.

ATTACHMENTS:

Request letter attached.

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

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

Elgin High School

14000 County Line Road • Elgin, TX 78621 • Office: (512) 281-3438 • Fax: (512) 281-9804

City Hall
Attn: Amelia Sanchez
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I thank you for consideration of waiving all fees for this event. Please contact me if more information is needed in order to gain approval.

Sincerely,
Arthur Martinez
Arthur Martinez
Elgin High School Assistant Principal

Parade and Community Pep Rally Itinerary

Wednesday, October 2, 2019

6:30 PM Student/Sponsor Line up for the Parade at the Elgin ISD Transportation parking lot (water tower area)

6:45 PM Start the Parade walk to Veterans' Memorial Park Gazebo (Downtown Elgin across from Lucy's Restaurant)

7:00 PM Elgin Pep Rally begins at Veterans' Memorial Park Gazebo (Downtown Elgin across from Lucy's Restaurant)

7:25 PM Elgin Pep Rally ending at Veterans' Memorial Park Gazebo

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: AN ORDINANCE AMENDING CHAPTER 42, ARTICLE IV. SOLID WASTE, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, , BY AMENDING CHAPTER 42 AND ADOPTING SECTION 42-277 REGARDING TRASH COLLECTION BY THE CITY; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE

DEPARTMENT:
N/A

PROPOSED ACTION:
No Council action is proposed by staff. This item is scheduled for discussion only of a possible amendment to the City Code regarding residential trash collection rules.

BACKGROUND:
This item and the corresponding amendment to City Code has been proposed by Councilmember Gonzalez to address problems regarding "trash cans (not being) moved to the back or side of the house after trash pickup, (as) some residents leave them all week long by the curb".

It is not uncommon for cities to stipulate time limitations as to when residents should place and remove trash receptacles; and requiring same to be stored behind the front line of the house.

The amendment as proposed would require residents to place the trash carts at the curb prior to 7:00 a.m. on collection day, *but no earlier than 7:00 a.m. the day prior*. Trash carts would also be required to be removed *no later than 7:00 p.m. on the day after the collection day*. The amendment would also establish another new rule requiring trash carts to be "stored behind the front building wall of the residential structure when not placed out for collection".

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

RECOMMENDATION:
Discussion only of Councilmember Gonzalez's proposed amendment to City Code; and routine direction to staff as appropriate.

ATTACHMENTS:
Ordinance

{ } 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.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 42, ARTICLE IV. SOLID WASTE, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, , BY AMENDING CHAPTER 42 AND ADOPTING SECTION 42-277 REGARDING TRASH COLLECTION BY THE CITY; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE

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

I.

That Chapter 42, Section 42-277, Revised Code of Ordinances, City of Elgin, Texas, 2013, is hereby adopted to read as follows:

Sec. 42-277. – Trash Collection by the City.

The city or its contractor will collect garbage, rubbish and recycling from residential units once weekly and it shall be the duty of any person owning, occupying, managing, operating, leasing or renting any residential premises to place the trash carts and/or containers at the curb on the street prior to 7:00 a.m. on the day established for collection, but no earlier than 7:00 a.m. the day prior to the established collection day. Trash carts and/or containers shall be removed no later than 7:00 p.m. on the day after the collection day. Trash carts and/or containers shall be stored behind the front building wall of the residential structure when not placed out for collection.

II.

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

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

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

READ, **PASSED**, and **ADOPTED** on first reading this ____day of _____, 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 COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE ACCEPTANCE OF A GRANT(GAG-20005) FROM THE TEXAS STATE LIBRARY & ARCHIVE COMMISSION IN THE AMOUNT OF $24,724.00 ; AND AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.**

DEPARTMENT:
Finance Director

PROPOSED ACTION:
Council to accept the award of the grant and authorize the Mayor to execute the Agreement with the Texas State and Archives Commission on behalf of the City.

BACKGROUND:
In June of 2019 members of the Library staff prepared a grant application for the Texas State Library and Archives Commission to compete for federal funding for library programs. The purpose of the funds is to allow the Library to "launch a program that will encourage parents to read aloud to their children beginning at birth. The program will allow us (Library staff) 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 literary skills".

The grant was awarded on August 12, 2019 in the amount of $24,724. The grant period will start on September 1, 2019 and end on August 31, 2020.

BUDGET/FINANCIAL IMPACT:
Funding for this item was { } included { } not included in the current-year budget { } N/A

Funding for this item will be included in the FY 2019-20 Budget.

RECOMMENDATION: Acceptance of the grant and authorization for the Mayor to execute an agreement with the granting agency that defines the terms and conditions of qualifying for reimbursement from grant funds.

ATTACHMENTS:
A Resolution of acceptance of the grant and authorizing the Mayor to execute an agreement with the granting agency. A copy of the agreement with the granting agency. A copy of the Official Award Notification for Competitive Grants.

{ } 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.

EXHIBIT A

TEXAS STATE LIBRARY & ARCHIVES COMMISSION
SPECIAL PROJECTS GRANT PROGRAM

Grant Number: GAG-20005

I. CONTRACTING PARTIES

Grantor: Texas State Library and Archives Commission (TSLAC)

Subrecipient: City of Elgin, Elgin Public Library
404 N Main St
Elgin, TX 78621-2625
DUNS No.: 006678981

II. TERM OF GRANT

September 1, 2019, through August 31, 2020 (State Fiscal Year (SFY) 2020)

III. STATEMENT OF SERVICES TO BE PERFORMED

Subrecipient shall provide services as outlined in the approved grant application (Special Projects Grant for SFY 2020) as approved by TSLAC. Grant funds must be used to meet TSLAC and Federal goals. The Subrecipient must report information relating to best practices and performance outcomes during the period of this contract. The approved grant application submitted by Subrecipient is incorporated into this contract as if fully set forth herein. In the event of any conflict between the grant application and this contract, this contract shall prevail.

IV. GRANT AMOUNTS AND DISBURSEMENT REQUIREMENTS

A. The total amount of the grant shall not exceed: $24,724.00. Indirect costs, as included in the total amount awarded, shall not exceed 0.000 or $ 0.00 as indicated in the budget below.

B. Source of funds:

Institute of Museum and Library Services (IMLS)

CFDA Name: Grants to States CFDA #: 45.310

Federal Award Identification #: LS-00-19-0044-19; Federal Award Date: January 11, 2019

C. The Subrecipient is restricted to one of two methods for requesting funds from TSLAC. The Subrecipient may request reimbursement of actual expenditures for the Subrecipient's normal billing cycle, or advance payment for estimated expenditures to be incurred in the 30-day period following the request. Only Subrecipients providing documentation to demonstrate a lack of sufficient working capital and the ability to minimize the time elapsing between transfer of funds from TSLAC and disbursement of grant funds will be allowed to request advance payments.

D. The Subrecipient must request payments from TSLAC using TSLAC's Request for Funds form (RFF) via TSLAC's online Grant Management System (GMS), located at https://grants.tsl.texas.gov. Requests may be submitted to TSLAC no more often than once every 30 days, and no less often than once per quarter. Funds will be processed and paid to the Subrecipient provided TSLAC has received a fully executed contract, and Subrecipient has fulfilled all reporting and training requirements for current and preceding contracts and submitted supporting documentation with the RFF.

E. When submitting an RFF for reimbursement, the Subrecipient must provide TSLAC with supporting documentation, such as receipts, paid invoices, time sheets, and/or pay stubs to support the amount requested before payment will be processed.

F. The Subrecipient may not obligate or encumber grant funds after **July 31, 2020**. Subrecipient must submit the final request for reimbursement no later than **August 1, 2020**. All supporting documentation must be submitted no later than **August 31, 2020.**

G. If the Subrecipient does not expend funds on a regular basis and/or provide notice relating to unexpended funds by **May 31, 2020**, TSLAC reserves the right to act as necessary to reduce any unexpended balances, including reducing the amount specified in Section IV. A. above.

H. Interest earned in excess of $500 on advanced funds, must be returned to TSLAC, per requirements in the State of Texas Uniform Grant Management Standards (UGMS). All unexpended grant funds must be returned to TSLAC per requirements in UGMS.

I. Per the approved grant application, funds are authorized according to the following budget:

Salaries/Wages/Benefits	$7,374.00
Travel	$ 0.00
Equipment	$ 0.00
Supplies/Materials	$2,350.00
Services	$15,000.00
Consultant Fees	$ 0.00
Indirect Costs	$ 0.00
Total	$24,724.00

V. REQUEST FOR FISCAL AND PROGRAMMATIC CHANGES

The Subrecipient must request a budget and/or program revision for fiscal and/or programmatic changes as outlined in this Section. Subrecipient must submit a change request for budget and/or program revisions electronically on TSLAC's GMS. Under no condition may a Subrecipient request to exceed the total grant amount. TSLAC must receive all change requests on or before **June 15, 2020.** Requests received after this date will generally be declined but may be considered on a case-by-case basis if extenuating circumstances exist. **Subrecipient must submit a budget and/or program change request to TSLAC before obligating or expending grant funds under any of the following conditions.**

A. Fiscal changes require an approved budget revision under any of the following conditions:

1. Making cumulative transfers among budget cost categories or projects that are expected to exceed ten (10) percent of the total grant;
2. Transferring any funds into a budget cost category that currently equals zero ($0);
3. Expending any program income earned through the utilization of resources funded by this grant; or,
4. Changing the items listed in the approved budget categories if an item's cost or features are substantially different from what the approved grant application specifies, or from a previously approved fiscal or program revision.

B. Programmatic changes to the approved grant application require an approved program revision under any of the following conditions:

1. Obtaining the services of a third party to perform activities that are central to the purposes of the grant; or,
2. Changing the scope or objectives of the approved program, regardless of whether there is an associated budget revision. A change in scope is a substantive difference in the approach or method used to reach program objectives.

VI. EQUIPMENT AND PROPERTY REQUIREMENTS

A. If conditions described in Section V.A.1. are met, any fiscal change to items listed in the Equipment budget category specified in Section IV. I. of this contract will require a pre-approved budget revision. This is defined as the cost of the equipment and/or property, including any cost necessary to put the item into service, such as the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make the item usable for the purpose for which it is acquired. Ancillary charges such as taxes, duty, protective in-transit insurance, freight, and installation may be included in or excluded from the expenditure cost in accordance with the Subrecipient's regular accounting practices and Generally Accepted Accounting Practices (GAAP).

B. The Subrecipient will comply with UGMS Part III, Subpart C, Sec. 32 (d)(3) requiring certain items of equipment to be maintained on inventory if the item's cost is between $500 and $1000.

C. Equipment costing $5,000 or more per unit requires approval before purchase. In those instances, TSLAC will secure approval from IMLS on behalf of the Subrecipient and inform Subrecipient of approval once received.

D. Subrecipient must furnish a statement to TSLAC certifying the governing entity's capitalization level with the signed grant contract. Subrecipient agrees to maintain records on all equipment/property with an acquisition cost above governing entity's capitalization level.

E. Subject to the obligations and conditions set forth in UGMS, title to equipment acquired under a grant will vest in the Subrecipient upon acquisition. Subrecipient must include any equipment/property acquired with grant funds in the required biennial property inventory and follow the UGMS requirement that the Subrecipient reconcile the equipment/property records with a physical inventory of the equipment/property every two years. This biennial inventory does not need to be submitted to TSLAC but must be maintained by the Subrecipient and will be subject to review and/or audit by TSLAC. When property is vested in the Subrecipient, Subrecipient will dispose of equipment/property in accordance with UGMS. When the Subrecipient has been given federally or state-owned equipment/property, Subrecipient will follow the guidance as set forth in UGMS.

VII. REPORTING REQUIREMENTS

The State Legislature has charged TSLAC with submitting performance measurement reports that specify the level of services provided by its programs and services. In accepting these grant funds, the Subrecipient acknowledges responsibility for performing certain services on behalf of TSLAC, as outlined in the approved grant application. Therefore, the Subrecipient is responsible for submitting periodic reports that reflect the Subrecipient's level of performance on these services to TSLAC. To comply with these requirements, the Subrecipient agrees to submit reports that are timely, accurate, auditable, and consistent with definitions.

A. The Subrecipient agrees to develop or revise, as necessary, any specific written documentation of its current procedures for (1) collecting and reporting performance measures; (2) conducting a fixed asset inventory; and/or, (3) any other issues identified in the Subrecipient's grant activities or internal audit. Drafts of this procedural documentation will be submitted to TSLAC by dates established mutually between TSLAC and Subrecipient. TSLAC will provide review and guidance to enable final versions to be approved on or before established deadlines

B. The Subrecipient agrees to submit quarterly performance reports detailing grant-funded activities via the TSLAC GMS on or before due dates listed in the following schedule. In the event that a due date falls on a weekend or state holiday, the respective report will be due on the next business day. Subrecipient agrees to submit Legislative Budget Board (LBB) measures, as defined by TSLAC, in the reports, and to work with agency staff in the development and reporting of Project outcomes. LBB measures may include the numbers of: a) books and other materials purchased with grant funds; b) persons provided grant-sponsored services; and/or c) library staff trained or assisted in order to carry out the grant-funded activities.

Reporting Period	Due Date
Q1 (September 1, 2019–November 30, 2019)	**December 7, 2019**
Q2 (December 1, 2019–February 29, 2020)	**March 7, 2020**
Q3 (March 1, 2020–May 31, 2020)	**June 7, 2020**
Q4 (June 1, 2020–August 31, 2020)	**September 7, 2020**

C. The Subrecipient will ensure that all fiscal reports or vouchers requesting payment under this agreement will include a certification, signed by an official who is authorized to legally bind the Subrecipient, that the reports are true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. The Subrecipient acknowledges that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject the signing official to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. (2 CFR §200.415(a))

D. The Subrecipient agrees to submit an audit certification form for the auditable period including August 31, 2020, to TSLAC no later than **December 31, 2020, or other deadline as specified by TSLAC.**

E. If a single audit is required, the Subrecipient will comply with the Supercircular (2 CFR §200.512 Report Submission). The audit shall be completed and the required data collection form submitted to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the state agency that provided the funding or a different period is specified in a program-specific audit guide.

F. TSLAC reserves the right to withhold final payment on this Grant until all required reports and forms are received.

VIII. GENERAL TERMS AND CONDITIONS

A. The Subrecipient will comply with the Special Projects Grant Program Guidelines for SFY 2020.

B. The Subrecipient will comply with the Rules for Administering the Special Projects Grant, Texas Administrative Code (TAC), Title 13, Part 1, Chapter 2, Subchapter C, Division 4, Rules 2.410–2.412; and Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110–2.119 regarding General Grant Guidelines.

C. The Subrecipient will comply with the rules and guidance of the following as applicable:

1. Texas Uniform Grants Management Standards (UGMS) *(https://comptroller.texas.gov/purchasing/docs/ugms.pdf);* and
2. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR §200 and §3187 (Supercircular)) *(https://federalregister.gov/a/2013-30465).*

D. The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. Subrecipient understands that IMLS and TSLAC reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal or state government purposes, and to authorize others to do so. (2 CFR §200.315)

E. All publicity relating to the grant award must include acknowledgment of the Institute of Museum and Library Services *(www.imls.gov/recipients/imls_acknowledgement.aspx)* and the Texas State Library and Archives Commission. Publicity includes, but is not limited to press releases, media events, public events, displays in the benefiting library, announcements on the Subrecipient's website, and materials distributed through the grant project. The Subrecipient will provide TSLAC with one set of all public relations materials produced under this grant with the final quarterly performance report.

F. Subrecipients will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color, religion or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and §§1685-1686), that prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), that prohibits discrimination on the basis of disability and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), that prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and §527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and §290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) that may apply to the application.

G. Subrecipient understands that acceptance of funds under this contract acts as acceptance of the authority of duly authorized representatives of TSLAC, IMLS, the Comptroller General of the United States, and the Texas State Auditor's Office, or any successor agencies, to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with said representatives in the conduct of the audit or investigation and agrees to provide access to all books, documents, papers, examinations, excerpts, transcripts, copies, and any other records necessary to conduct the audit and/or investigation. Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient, and the requirement to cooperate, is included in the contract for any sub-grant awarded.

H. The Subrecipient, *if a private entity*, will comply with Federal law pertaining to trafficking in persons. Subrecipient and its employees may not:

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect; or
3. Use forced labor in the performance of the award or subawards under the award

I. The Subrecipient agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2018-2022 is submitted on December 31, 2023. **The Subrecipient must maintain all grant-related records through December 31, 2026. Subrecipients that operate as state agencies must comply with S.B. 20 (Section 441.1855) relating to state agency contracting and the retention of all contract-related documents.**

In the event the Subrecipient or receiving entity no longer exists, the Subrecipient will notify TSLAC in writing providing the name of the legal entity that will maintain the records and the location of said records.

J. This grant may be terminated by written notice and mutual agreement of both parties. The termination notice must be given no less than 30 days prior to the termination date. Where notice of termination is given, the Subrecipient shall:

1. Take immediate steps to bring the work or grant activities to a close in a prompt and orderly manner. Subrecipient will complete reporting requirements outlined in Section VII of this document and in a manner mutually agreed upon by both parties as part of the closeout process.
2. Reduce expenses to a minimum and not undertake any forward commitment. All contracted funds that are not spent, encumbered or obligated at the time of notice of termination shall revert back to TSLAC according to processes established in Section IV.H. of this document and according to a timeline mutually agreed upon by both parties.

K. In the event the Subrecipient loses all staff prior to the end of the grant period or the termination date, whichever is earlier, the Subrecipient is obligated to fulfill all terms and conditions of the grant with regard to reporting requirements, retention of records and requirements for disposition of equipment and supplies.

IX. ENFORCEMENT

A. Remedies for noncompliance. If a Subrecipient materially fails to comply with any term of the contract, whether stated in a state or federal statute or regulation, an assurance in a state plan or application, a notice of award, or elsewhere, TSLAC may take one or more of the following actions or impose other sanctions as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient, or more severe enforcement action by TSLAC;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current contract for the Subrecipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

B. Hearings, appeals. In taking an enforcement action, TSLAC will provide the Subrecipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved. Appeal/protest procedures are outlined in the Texas Administrative Code (TAC), Title 13, Part 1, Chapter 2, Subchapter A, Rule 2.55.

C. Effects of suspension and termination. Costs to Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of an award are not allowable unless TSLAC expressly authorizes them. Other Subrecipient costs incurred during suspension or after termination that are necessary and not reasonably avoidable are allowable if:

1. The costs resulting from obligations that were properly incurred by the Subrecipient before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are noncancelable; and,
2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

D. Relationship to Debarment and Suspension — The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549 (See UGMS, Part III, Subpart C, Sec. 35) and state law.

X. CONTACTS AT TSLAC

Questions or concerns about programmatic issues, budget and/or program revisions, performance reports, and equipment/property should be directed to:

Erica McCormick, Grants Administrator
Phone: 512-463-5527/ Fax: 512- 936-2306
E-mail: emccormick@tsl.texas.gov

Questions or documentation relating to requests for funds, payments, and financial status should be directed to:

Arturo Villarreal, Grants Accountant
Phone: 512-463-5472 / Fax: 512-475-0185
E-mail: grants.accounting@tsl.texas.gov

Questions or concerns about advance payments and other financial issues should be directed to:

Rebecca Cannon, Manager, Accounting and Grants
Phone: 512-463-6626 / Fax: 512-475-0185
E-mail: rcannon@tsl.texas.gov

Payments from Subrecipient to TSLAC, such as refunds and those for excess advanced funds or for interest earned on advanced funds, should be mailed to the following address with an explanation of the purpose of the payment and the grant number:

Grants Accountant
Accounting and Grants Department
Texas State Library and Archives Commission
PO Box 12516
Austin, TX 78711-2516

XI. APPLICABLE AND GOVERNING LAW

A. The laws of the State of Texas shall govern this grant.

B. All duties of either party shall be legally performable in Texas. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Texas, and the forum and venue for such disputes shall be Travis County, District Court.

C. This grant contract is subject to the availability of funds. TSLAC may reduce or terminate this grant contract when the availability of funding is reduced or eliminated.

XII. GRANT CERTIFICATIONS

A. TSLAC certifies that: (1) the services specified in the approved grant application and this contract are necessary and essential for activities that are properly within the statutory functions and programs of the affected organizations; (2) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder; and, (3) the grant is in compliance with Texas Government Code §441.006, Texas Government Code §441.135; Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 4, Rules 2.410–2.412 regarding the Special Projects Grant Program; Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110–2.119 regarding General Grant Guidelines; the Library Services and Technology Act (LSTA); the State Plan for the LSTA in Texas; and UGMS.

B. The Subrecipient certifies that all costs included in this grant award are properly allocable to federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements.

C. The Subrecipient certifies that the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently, and the negotiating agency will be notified of any accounting changes that would affect the predetermined rate.

D. The Subrecipient certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Subrecipient shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly, as specified in 31 U.S.C. §1352.

E. Subrecipient has provided to TSLAC the mandatory Internet Safety Certification (Certification) that it is in compliance with requirements of the Children's Internet Protection Act (CIPA) for any Federal funds under this grant that will be used to purchase computers used to access the Internet or pay for the direct costs of accessing the Internet. Subrecipient agrees to collect, as required and appropriate, Certification forms from all libraries receiving benefits of Federal funds expended under this contract.

F. Subrecipient certifies that neither subrecipient nor any of its principals (a) are presently excluded or disqualified; (b) have been convicted within the preceding three years of any of the offenses listed in 2 CFR §180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR §180.800(a); or (d) have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default. Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to these Certifications.

G. The Subrecipient certifies all applicable activities related to this grant will be in compliance with the Copyright Law of the United States (Title 17, U.S. Code).

H. In addition to Federal requirements, state law requires a number of assurances from applicants for Federal pass-through or other state-appropriated funds. (UGMS Part III, Subpart B, Sec. 14 – State Assurances)

XIII. SIGNATURES

The undersigned hereby execute this contract.

GRANTOR

Texas State Library and Archives Commission

Mark Smith, Director and Librarian

Date

Donna Osborne, Chief Financial Officer

8/23/2019

Date

Jennifer Peters, Library Development and Networking Director

8/23/2019

Date

Erica McCormick, Grants Administrator

8/23/2019

Date

SUBRECIPIENT

City of Elgin, Elgin Public Library

Signature (official empowered to enter into contracts)

Typewritten or Printed Name

Title

Date

Official Award Notification for Competitive Grants

State Fiscal Year 2020

Subrecipient Information

City of Elgin, Elgin Public Library
404 N Main St
Elgin, TX 78621-2625
DUNS No.: 006678981
SAM Exp. Date: 1/2/2020

Project Manager: Jaimie Hicks, jhicks@ci.elgin.tx.us

Basic Award Information	
Awarding Agency:	Texas State Library & Archives Commission
Grant Program:	Competitive — Special Projects 2020 (LGA)
State Award Date:	August 12, 2019
Grant Number:	GAG-20005
Grant Period Start Date:	September 1, 2019
Grant Period End Date:	August 31, 2020
Source of funds:	Federal — Institute of Museum and Library Services (IMLS)
CFDA No. & Name:	45.310 — Grants to States
Federal Award Identification Number (FAIN):	LS-00-19-0044-19
Federal Award Date:	January 11, 2019
Amount of Federal Funds Obligated by this Action:	$ 24,724.00
Total Amount of Federal Funds Obligated:	$ 24,724.00
Total Amount of Award:	**$ 24,724.00**
Indirect Cost Rate:	0.000
Funding Type:	Reimbursement

Basic Award Information

1. This grant award is governed by the approved grant application and signed grant contract. Subrecipient shall provide services as outlined in the approved grant application (Special Projects Grant for SFY 2020) as approved by TSLAC. Grant funds must be used to meet TSLAC and Federal goals. The Subrecipient must report information relating to best practices and performance outcomes as designated in the TSLAC grant contract. The approved grant application submitted by Subrecipient is incorporated into the contract as if fully set forth therein. In the event of any conflict between the grant application and the contract, the contract shall prevail.
2. Grant support is provided under the following state and federal rules as applicable:
   a. Special Projects Grant Program Guidelines for SFY 2020;
   b. Rules for Administering the Special Projects Grant, Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 4, Rules 2.410–2.412;
   c. General Grant Guidelines, Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110–2.119;
   d. Texas Uniform Grants Management Standards (UGMS) *(https://comptroller.texas.gov/purchasing/docs/ugms.pdf);* and
   e. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR §200 and §3187 (Supercircular)) *(https://federalregister.gov/a/2013-30465)*.
3. The Subrecipient's grant-related staff must attend all TSLAC grant management training as applicable to their grant duties.
4. The Subrecipient's authorizing official must sign and return the required grant contract to indicate acceptance of the award and compliance with the statutory and regulatory requirements before any funds will be reimbursed.

Performance Goals:

Subrecipient is to report on grant performance as designated and scheduled in the TSLAC grant contract.

TSLAC Contact Information

Questions or concerns about programmatic issues, budget and/or program revisions, performance reports, and equipment/property should be directed to:

Erica McCormick, Grants Administrator
Phone: 800-252-9386 or 512-463-5527 | Fax: 512-936-2306 | E-mail: grants@tsl.texas.gov

Questions or documentation relating to requests for funds, payments, and financial status should be directed to:

Arturo Villarreal, Grants Accountant
Phone: 512-463-5472 | Fax: 512-475-0185 | E-mail: grants.accounting@tsl.texas.gov

TSLAC Authorized Official

Signature

Jennifer Peters, Division Director

Library Development and Networking

RESOLUTION NO: _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE AN AGREEMENT WITH TEXAS STATE LIBRARY & ARCHIVES COMMISSION SPECIAL PROJECTS GRANT PROGRAM THAT PROVIDES FUNDING TO THE ELGIN LIBRARY FOR READING PROGRAMS DEFINED IN THE GRANT APPLICATION; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, the staff of the Elgin Library applied for a federal grant to fund several reading programs conducted by the Library focused on encouraging children to read and providing assistance to parents to help children to begin reading at an early age; and

WHEREAS, the Elgin Library successfully competed for grant funding this fiscal year and was awarded a grant amounting to $24,724.00 with a start date of September 1, 2019; and

WHEREAS, the grant is conditional upon the City of Elgin entering into an agreement with the Texas State Library & Archives to formally establish the terms and conditions for receiving said grant funding;

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

The City Council approves the Agreement with the Texas State Library & Archives Commission as shown in EXHIBIT A attached hereto and that the Mayor is authorized on behalf of the City to execute said Agreement which is incorporated herein for all purposes.

APPROVED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS ON THIS **3rd** DAY OF **SEPTEMBER** 2019.

Chris Cannon, Mayor

ATTEST:

Amelia Sanchez, City Secretary

EXHIBIT A

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE RENEWAL OF AN AGREEMENT WITH STW INC. TO PROVIDE SOFTWARE AND MAINTENACE SERVICES FOR THE CITY'S FINANCIAL AND BUDGETARY/ACCOUNTING SOFTWARE FOR A TERM OF ONE YEAR; 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:

On June 4, 2019 the City Council authorized the purchase of new business software to replace the current vendor (STW). It is expected that the conversion from STW to INCODE will take at least nine to ten months to complete installation of all the modules of the new system. In the meantime, we will still be running the STW software and will need access to it to convert the old files to the new system.

Renewal of the existing Agreement with STW, which expires September 1st, will be required for almost a full year so it is in the City's interest to renew the Agreement for a full year which would be less expensive than going on a month to month basis. This will help ensure a smooth transition to the new system.

BUDGET/FINANCIAL IMPACT:

Funding for the installation and first year maintenance costs of the software proposed to be purchased from Tyler Technologies would come from proceeds of the 2019A Certificates of Obligations.

RECOMMENDATION: Recommended for acceptance

ATTACHMENTS: Copy of Resolution authorizing the Agreement between City and STW Inc. including Attachment A 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 RENEWAL OF A LICENSING AND SERVICES AGREEMENT WITH STW INC. TO PROVIDE AND MAINTAIN BUSINESS SOFTWARE APPLICATIONS FOR AN ADDITIONAL TERM OF ONE YEAR THAT WILL BRIDGE THE TIME FRAME FOR INSTALLATION OF NEW BUSINESS APPLICATIONS WHICH ARE EXPECTED TO TAKE AT LEAST NINE MONTHS TO COMPLETE; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, the City Council authorized the sale of bonds, in part for the acquisition of software that would upgrade and improve the City's financial management capabilities; and

WHEREAS, after careful evaluation, a new software vendor was selected and a contract approved to acquire the new software, and

WHEREAS, it will be necessary to continue to use current software provided by STW Inc. until such time that the transition can be made which is expected to take from nine to ten months for full implementation of all of the modules of the new software; and

WHEREAS, renewal of the Agreement with STW Inc. is necessary to endure a smooth transition to the new software and provide access to the legacy files and record generation for the 2018 audit among other needs; and

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

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

The City Council approves the renewal of the License and Services Agreement with STW Inc. for the amounts and terms and conditions as shown in Attachment 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 STW Inc. shall provide said services as described therein.

APPROVED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS ON THIS **3RD** DAY OF **AUGUST**, 2019.

Chris Cannon, Mayor

ATTEST:

Amelia Sanchez, City Secretary

ATTACHMENT A

Contract Between City of Elgin, Texas, and STW, Inc.

For Licensing, Installing and Supporting Application Software

The parties to this "Contract" are STW, Inc.), a Texas corporation, on behalf of itself and its Affiliates ("STW") and City of Elgin, Texas a Texas general law municipality ("Customer"). This Contract sets forth the terms and conditions under which STW will furnish Licensed Products and provide certain services described herein to Customer, and Customer will pay therefor. "Party" means Customer or STW collectively, and Customer and STW shall be referred to as "Parties".

Exhibits attached which are a part of this Contract are:
Appendix A - the STW Investment Quotation for the City of Elgin, Texas

For and in consideration of the mutual undertakings herein set forth, the Parties hereto agree as follows:

1) **DEFINITIONS.** The following terms as defined below are used throughout this Contract.
   a) "Affiliate" means a business entity now or hereafter controlled by, controlling or under common control with a Party. Control exists when an entity owns or controls directly or indirectly 50% or more of the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity.
   b) "Authorized Copies." The only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined as follows:
      i) the single copy of the Licensed Software and the related Licensed Documentation delivered by STW under this Contract; and
      ii) any additional copies made by the Customer, as authorized in Section 3(c) and 3(d).
   c) "Designated System." The hardware and software as specified, listed in Appendix A, and installed at 310 N Main Street, Elgin, Texas 78621 .
   d) "Initial Term" is from 10/1/2019 (the "Effective Date") until 9/30/2020.
   e) "Licensed Custom Software." Any software programs (or portions of programs) developed by STW specifically for Customer's own use.
   f) "Licensed Documentation." The published user manuals and documentation that STW makes generally available for the Licensed Software.
   g) "Licensed Products." (1) The Licensed Software, (2) Licensed Documentation, (3) Updates, and (4) Licensed Custom Software provided under this Contract, or (5) any copy of items (1) - (4).
   h) "Licensed Software." The machine-readable object code version of the software that STW makes generally, commercially available.

i) "Renewal Term" means each additional renewal period, which shall be for a period of equal duration as the Initial Term.

j) "Updates." Any enhanced and/or improved versions of the Licensed Software provided under Appendix A of this Contract and released to the Customer after execution of this Contract.

k) "Lease Fees": The sum of annual recurring fees for all software modules contracted by the Customer.

l) "Extended Support": See Appendix A for a detailed description.

m) "Annual Recurring Fees": The sum of all Lease Fees and Extended Support contracted by the Customer.

n) "Installation": The service provided by STW to install the Licensed Software modules contracted by Customer on the Designated Systems and provision of the Licensed Products to the Customer.

o) "Conversion": The service provided by STW to enable (convert and validate) past Customer data into the Designated System.

p) "Training": The service provided by STW to train Customer contacts on the use of the Licensed Products.

q) "Travel": Expenses required by STW personnel to commute to the Customer site to complete work required by Customer including but not limited to hotel, mileage, meals, and time to commute.

2) PRIMARY CONTACTS AND REPRESENTATIVES.

The primary contact for STW during the term of this Contract shall be:	The primary contact for Customer during the term of this contract shall be:
Mr. Steven Franklin 212 East Franklin Street Grapevine, Texas 76051 Phone: (817) 329-1711 Fax: (817) 421-0206	Mr. Thomas Mattis City of Elgin 310 N Main Street Elgin, Texas 78621 Phone: (512) 281-5724

Both Parties shall notify the other Party in writing of any change in the primary contact.

3) LIMITED USE LICENSE.

a) In consideration of annual software rental fees and other charges, if any, and the applicable custom software fees, if any, as provided in Appendix A, STW hereby grants Customer and Customer hereby accepts from STW a limited, non-transferrable and non-exclusive right to use the Licensed Software only on the Designated System and only for its internal processing needs, subject to the terms and conditions specified herein for a term as provided by Section 18 herein.

b) Once Customer has paid the annual software rental fees for Licensed Software, Customer shall have the right and license to use the Licensed

Software only for the Customer's own use and only on the Designated System for the Term.

c) In order to assist Customer in the event of an emergency, Customer is permitted to make up to two (2) backup copies on magnetic media of each application of the Licensed Software and one back up copy of the related Licensed Documentation. These Authorized Copies may be stored off-site away from Customer's premises (as specified in the Definitions Section) so long as they are kept in a location secure from unauthorized use. Customer or anyone obtaining access through Customer shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product includes, without limitation, copies of the following:
   i) program libraries, both source or object code;
   ii) operating control language;
   iii) test data, sample files, or file lay outs;
   iv) program listings; and
   v) licensed documentation.

d) Upon written request by Customer, and with written permission by STW, additional Authorized Copies may be made for Customer's internal use only.

e) Customer may use the Licensed Products on the Designated System only while it has access to and operates the Designated System, and only during the Term.

f) If the Designated System is located at Customer’s premises and it becomes temporarily inoperable, Customer may load and use the Software on another System until the original Designated System becomes operable.

g) Any other use or transfer of the Software will require STW's prior approval, which approval will not be unreasonably withheld, and which may be subject to additional charges.

h) Customer may use Licensed Products only in and for the Customer's own internal purposes and business operations. Customer will not permit any other person to use Licensed Products, whether on a time-sharing, remote job entry or other multiple-user arrangement. Customer may make back-up archival copies of the Software and any related Updates. Customer will reproduce all confidentiality and proprietary notices on each of these copies and maintain an accurate record of the location of each of these copies. Customer will not otherwise attempt to copy, translate, modify, adapt, decompile, disassemble or reverse engineer Licensed Products. The Licensed Software will be resident on Customer's Designated System, during the Term of the Contract.

4) PAYMENT.

Customer agrees to pay STW the amounts specified in each Appendix in U.S. dollars and by the Effective Date and on each anniversary of the Effective Date during the Initial Term. For any Renewal Term, Customer shall pay STW for the applicable fees specified in each Appendix on each anniversary of the Effective

Date. Customer shall pay STW for reasonable travel-related expenses, in accordance with Customer's policy and guidelines, monthly as incurred. Any amount not paid when due, which is not in dispute, will accrue interest at the rate of one (1) percent per month, or the maximum interest allowable under applicable law, whichever is less. Customer will pay such interest when remitting the principal amount to STW. All amounts under this Contract are exclusive of any applicable sales, value-added, use or other taxes ("Sales Taxes"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on STW's net income. If any Sales Taxes related to the amounts under this Contract are found at any time to be payable, the amount may be billed by STW to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify STW for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Contract are exempt from Sales Taxes, Customer agrees to provide STW, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to STW.

5) LICENSED SOFTWARE UPDATES, CUSTOMER SUPPORT.

a) STW agrees to provide Customer, at no additional charge, with the Updates that STW may make generally available during the Contract period. This Paragraph will not be interpreted to require STW to either:
   i) develop and/or release Updates; or
   ii) customize Updates to satisfy Customer's particular requirements.

b) Updates will not include any new Products that STW decides, in its discretion, to make generally available as a separately priced Update or option.

c) The following services shall also be included as Support, and provided under this Section:
   i) Temporary fixes to Licensed Products;
   ii) Revisions to Licensed Documentation to reflect new software functions, features and operations;
   iii) Reasonable telephone and/or remote (dial-in) support for Licensed Products, Monday through Friday from 8:00 a.m. to 5:00 p.m., local time, excluding holidays; and
   iv) Invitations to and participation in user group meetings, if any.

d) Additional support for other services is available as requested by Customer, using the hourly rates as provided in Appendix A of this Contract. Such hourly rates are subject to change after one (1) year from the Effective Date. These additional services include, but are not limited to, the following:
   i) Designing, programming and supporting Licensed Custom Software.
   ii) Maintaining modified Licensed Software and/or Licensed Custom Software.
   iii) File conversion and assistance.
   iv) Installation of Updates.

6) LIMITED WARRANTIES.

a) Warranty. STW warrants that Licensed Software and Updates will (1) conform to STW published product manuals in effect on the date of delivery; and (2) perform substantially as described in the accompanying Licensed Documentation after delivery for 90 calendar days. STW does not warranty that the Licensed Products will satisfy or may be customized to satisfy all of Customer's requirements.

b) Remedies. In case of breach of such warranty , STW or its representative will use commercially reasonable efforts to correct or replace any defective Licensed Software or Update or, if not practicable, STW will accept the return of the defective Licensed Software and will provide a pro-rata refund to Customer the amount actually paid to STW for the defective Licensed Software, , and a pro-rata share of any maintenance fees that Customer actually paid to STW for the period that such Licensed Software was deficient. Customer acknowledges that this Paragraph sets forth Customer's exclusive remedy, and STW's exclusive liability, for any breach of warranty related to the limited warranty of the Licensed Software and Updates.

c) Disclaimer. Except as expressly provided in this Contract, all other warranties, conditions, representations, indemnities and guarantees with respect to the Licensed Products whether expressed or imputed, arising by law, custom, prior oral or written statements by STW or its licensors or representatives or otherwise, including, but not limited to, any warranty or merchantability, fitness for particular purpose or non-infringement, are hereby overridden, and excluded and disclaimed.

d) The foregoing warranties do not apply if the Licensed Products have been modified or are supported by any party other than STW or its authorized licensors or representatives.

7) INDEMNITY.

a) STW agrees to indemnify and hold Customer harmless from and against any and all judgments, suits, costs and expenses subject to the limits set forth in this Contract resulting from any alleged infringement of any patent (U.S. only) or copyright arising from the licensing of the Licensed Software pursuant to this Contract.

b) If an action is brought against Customer claiming that Licensed Software, STW will defend Customer at STW's expense and, subject to Section 8 of this Contract, pay the damages and costs finally awarded against STW in the infringement action, or against Customer for an infringement for which STW has agreed to indemnify Customer under this Contract. Such damages are due Customer only under the following conditions: (1) Customer notifies STW promptly upon learning that the claim might be asserted; (2) STW has control over the defense of the claim and any negotiation for its settlement or compromise; and (3) Customer takes no action that, in STW's judgment, is contrary to STW's interest.

c) a claim described in Paragraph 7(b) may be or has been asserted, Customer will permit STW, at STW's option and expense to (1) procure the right to continue using the Licensed Product; (2) replace or modify the Licensed Software to eliminate the infringement while providing functionally equivalent performance; or (3) accept the return of the Licensed Software and provide a pro-rata refund to Customer the amount actually paid to STW for such Licensed Software that is unused, , and a pro-rata share of any Support fees that Customer actually paid to STW for the period that such Licensed Software .

d) Limitation. STW shall have no indemnity obligation to Customer if an infringement claim results from the following:
   i) a correction or modification of the Licensed Software not provided by STW;
   ii) the failure to promptly install an Update; or
   iii) the combined use of the Licensed Software with software not provided or supplied by STW.

8) NO CONSEQUENTIAL DAMAGES.

Under no circumstances will STW or its licensors or representatives be liable for any consequential indirect special, punitive, or incidental damages, whether foreseeable or unforeseeable based on Customer's claims or those of its customers, including, but not limited to, claims for loss of data, goodwill, profits, use of money or use of the Licensed Products, interruption in use or availability of data, stoppage or other work or impairment of other assets out of breach or failure of express or implied warranty, breach of contract, misrepresentation of negligence, strict liability in tort or otherwise, except only in the case of death or personal injury where and to the extent that applicable law requires such liability. In no event will the aggregate liability which STW or its Affiliates or representatives may incur in any action or proceeding exceed the total amount actually paid by Customer for the specific Licensed Product that directly caused the damage.

9) OWNERSHIP.

a) All trademarks, service marks, patents, copyrights, trade secrets and other proprietary rights in or related to the Licensed Products and Feedback are and will remain the exclusive property of STW or its licensors, whether or not specifically recognized or perfected under applicable law. Customer shall obtain no right, title or interest in the Licensed Products by virtue of this Contract other than the non-exclusive, nontransferable license to use the Licensed Products as restricted herein. Customer will not take any action that jeopardizes STW's or its licensor's proprietary rights or acquire any right in the Licensed Products, except the limited use rights specified in Section 4. STW agrees to notify customer in writing if STW determines that Customer has or is about to take any action identified above which Customer has agreed not to take.

b) STW or its licensor will own all rights in any copy, translation, modification, adaptation or derivation of the Licensed Products, including any Feedback, improvement or development thereof.

c) Customer will obtain, at STW's request, the execution of any instrument that may be appropriate to assign these rights to STW or its licensor or perfect these rights in STW's or its licensor's name.

10) CONFIDENTIAL INFORMATION AND NON-DISCLOSURE.

a) Customer acknowledges that Licensed Products incorporate confidential and proprietary information developed or acquired by or licensed to STW. Customer will take all reasonable precautions necessary to safeguard confidentiality or proprietary notice placed on Licensed Products. The placement of copyright notices on these items will not constitute publication or otherwise impair their confidential nature.

b) Subject to requirements of the Freedom of Information Act (FOIA) and applicable state and local statutes relating to open records, each party shall hold all confidential information in trust and confidence for the Party claiming confidentiality and not use such confidential information other than for the benefit of that Party. The other Party agrees not to disclose any such confidential information by publication or otherwise, to any other person or organization, unless ordered to do so by a court of law or otherwise required under federal or State law.

c) Customer hereby acknowledges and agrees that all Licensed Products are confidential information and proprietary to STW. In addition to other restrictions set forth elsewhere in this Contract or otherwise agreed to in writing, Customer agrees to implement all reasonable measures to safeguard STW's proprietary rights in Licensed Products, including without limitation the following measures:

   i) Customer shall permit access to Licensed Products only to those employees who require access and only to the extent necessary to perform Customer's internal processing needs.

   ii) With respect to agents or third parties, Customer shall permit access to Licensed Products only after STW has approved and returned a written non-disclosure statement to Customer, which approval shall not be unreasonably withheld. STW reserves the right to reasonably refuse access to a third party after it has evaluated the request. Customer agrees to provide information reasonably requested by STW to assist STW in evaluating Customer's request to permit third party access to Licensed Products. In addition to any other remedies, STW may recover all reasonable and documented damages and legal fees incurred in the enforcement of this provision on third party access,

   iii) Customer shall cooperate with STW in the enforcement of the conditions set forth in the non-disclosure statement, or any other reasonable restrictions STW may specify in writing in order to permit or restrict access.

iv) Customer shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials.

11) TERM & TERMINATION.

a) Unless either Party terminates this Contract in writing no less than ninety (90) days before the end of the Initial Term, this Contract shall renew for another period of the same duration as the Initial Term. The "Term" of this Contract is the Initial Term, and the Renewal Term. Reasonable price increases are applicable after the first year of the Contract.

b) By Customer: If STW materially breaches any term of this Agreement and fails to cure such breach within ninety (90) days after notice by Customer, the Customer may terminate this Agreement immediately upon notice.

c) By STW: If Customer fails to make prompt payments to STW when invoiced and within the time frame outlined in this Contract, or if Customer fails to fulfill its responsibilities as prescribed in this Contract, STW may at its option terminate this Contract, as follows:
   i) The termination notice shall define the reason(s) for termination;
   ii) If the reason cited for termination is Customer's failure to make prompt payment, Customer shall have fifteen (15) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;
   iii) If the cited reason for termination is Customer's failure to fulfill its responsibilities, Customer shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this Contract.
   iv) At the end of ninety (90) days, unless the notice of termination has been revoked in writing by STW, the Contract terminates.

d) This Contract may be terminated without judicial or administrative resolution if Customer or STW, or any of Customer's, or STW's employees or representatives breach any term or condition hereof
   i) Either Party may terminate this Contract in the event of bankruptcy, insolvency and/or assignment for the benefit of creditors of or by either Party.
   ii) Upon the termination of this Contract for any reason, STW's maintenance and support of the Licensed Products will cease, and the license shall be considered terminated.
   iii) Upon termination of this Contract for any reason, Customer shall return or destroy all copies of the previously Licensed Product and shall cease all use of the Licensed Product and, upon request certify as to such actions.
   iv) The provisions of Sections 7, 8, 9, 10, 12, 16 and 18 will survive the termination of this Contract.

12) RIGHT TO INSPECTION.

During the term of this Contract, STW or its representative may, upon 30 days prior written notice to Customer, inspect the files, computer processors,

equipment and facilities of Customer during normal working hours to verify Customer's compliance with this Contract.

13) INSTALLATION AND TRAINING.

a) STW shall make available to Customer qualified representative(s) who will provide installation and training support services for each application of the Licensed Software delivered. Customer and STW will develop a mutually agreeable training schedule. Costs for hourly services for the first year of the Term are described in Appendix A.
b) Installation and training support services will be performed at Customer's premises, unless otherwise stated.
c) Training shall consist of both operational and administrative information.
d) Training will also include hardware and data communications systems, as applicable, including, but not limited to, system configuration, back-up and recovery training, standards for system management and general operations training for Customer personnel.
e) Each software application training shall be provided by STW. Each program shall be demonstrated step-by-step, practicing each menu, each screen, and each entry as well as explaining how to use the written and/or on-line documentation.

14) INDEPENDENT CONTRACTOR.

STW is an independent contractor. The personnel of one Party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each Party shall be responsible for the acts of its own employees.

15) INSURANCE REQUIREMENTS.

Each Party shall be responsible for Worker Compensation coverage for its own personnel. STW shall not commence work under this Contract until it has obtained Worker Compensation Insurance. STW shall procure and maintain, during the term of this Contract, Worker Compensation Insurance for all of its employees or representatives who engage in the work to be performed. Should Customer require other insurance coverage of STW, it shall be provided at Customer's expense upon notice to STW.

16) NOTICES

Notices to STW shall he mailed certified mail, return receipt requested to: Mr. Steven Franklin at 212 East Franklin, Grapevine, TX 76051.
Notices to Customer shall be mailed certified mail, return receipt requested to: Mr. Thomas Mattis, City of Elgin, Texas, 310 N Main Street, Elgin, Texas 78621

17) MISCELLANEOUS.

a) All notices or approvals required or permitted under this Contract must be given in writing.

b) This Contract will bind both the Customer's and STW's Affiliates. This Contract will be governed by and interpreted in accordance with the laws of the State of Texas, U.S.A. If any provision of this Contract is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Contract.

c) The prevailing Party in any dispute or legal proceedings enforcing this Contract shall be entitled to recover its attorney's fees, witness fees, litigation expenses and costs, as same are reasonable and necessary, to be paid by the non-prevailing Party.

d) STW shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with STW's website and marketing materials, subject to Customer's trademark usage guidelines provided to STW.

e) Except as set forth in this Paragraph, neither Party shall assign, delegate, or otherwise transfer this Contract or any of its rights or obligations to a third party without the other Party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either Party may assign, without such consent but upon written notice, its rights and obligations under this Contract to: (i) its Affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Contract, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Contract shall inure to the benefit of and bind each Party's permitted assigns and successors.

f) The Parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a Party's intellectual property may result in serious and irreparable injury to the aggrieved Party for which damages may not adequately compensate the aggrieved Party. The Parties agree, therefore, that, in addition to any other remedy that the aggrieved Party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

g) Neither Party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Contract, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the Party delayed or prevented from performing.

h) If any provision of this Contract is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Contract will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right

under this Contract will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Contract.

i) This Contract contains the complete and exclusive statement of the agreement between the Parties concerning the matters referred to herein and replaces any prior oral or written representations or communications between the Parties. Each individual signing below represents that they have the requisite authority to execute this Contract on behalf of the organization for which they represent and that all necessary formalities have been met. This Contract is effective upon the last date shown on this page. No modification of this Contract will be binding, unless in writing and signed by an authorized representative of each Party.

AGREED TO BY:

STW Inc.	**Customer**
By: _____	**By:** _____
Steven Franklin, President	**Mr. Thomas Mattis**
	_____
	Title
Date _____	**Date** _____

Appendix A

1) **Installation Time**.
   Installation has been completed pursuant to the prior agreement between the parties.

2) **Licensed Products and Charges**:

Appendix A Charges Summary	Annual Fees
Applications Currently Leased	$12,696.00
Additional Products/Services	$3,395.00
Reporting Tools	$1,068.96

Applications Currently Leased	Annual Lease Amount
General Ledger	1,932.00
Accounts Payable	1,381.00
Budget Preparation	1,381.00
Payroll	1,381.00
Utility Billing	2,205.00
Cash Receipts	1,654.00
Fixed Assets	1,381.00
Purchase Card	0.00
Payroll Timesheets	0.00
Payroll Budgeting	0.00
Accounts Receivable	0.00
Report Distribution	0.00
Requisitions	0.00
STW Tools	1,381.00
Total	**$12,696.00**

Additional Products/Services	
Supporting Software	2,420.00
STW Backups	600.00
Security License	375.00
Email Service	0.00
OpenGov Interface	
Total Additional Products/Services	**$3,395.00**

Note: Any amounts that are zero are for applications/products currently not used.

Amounts specified for Vision and Intellicus are based upon the previous year's amounts and may change. The amounts will be billed at the time a bill is received from the vendor.

Reporting Tools	
Intellicus	0.00
Vision (Infor)	1,068.96
Total Additional Products/Services	**$1,068.96**

3) **Miscellaneous**:
   a) STW may engage independent contractors to perform all or part of STW's obligations under this Contract.
   b) Should the Customer require additional Services beyond the estimated amount as specified in the Summary table below, such services shall be performed and charged to Customer at $145 / hour.

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 ON-TECHNOLOGY TO PROVIDE INFRASTRUCTURE DEVELOPMENT, NETWORK MAINTENANCE AND SUPPORT SERVICES FOR THE CITY'S COMPUTER SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT**

DEPARTMENT: Finance and Administration

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

BACKGROUND:

On-Tech has been the City's provider for maintenance services on its computer network for a number of years. During that time, they have provided excellent services to the City and it is staff's recommendation that they continue to do so for the next three years.

A detailed scope of services is provided in the "Agreement" that is attached to the Resolution for approval. In addition to the specific services being provided, they are proposing an upgrade to Backup and Disaster Recovery (BDR) systems for the City Hall and Police Department at a cost of $6,000.00 and Security Awareness Training for City staff.

The price for the managed services is 15% less than the previous Agreement partly in anticipation of the services that will be provided by the IT Coordinator in the coming year.

BUDGET/FINANCIAL IMPACT:

Funding for the continued services, upgrade of BDR, and cybersecurity training will be paid from proceeds of the 2019A Certificates of Obligations.

RECOMMENDATION: Recommended for acceptance

ATTACHMENTS: 1.) Copy of Resolution authorizing the Agreement between City and On-Technology including the Services Agreement as Exhibit A. 2.) Copies of the Price Quotes for the Master Services Agreement, BDR upgrades and the Cybersecurity Training.

{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 ON-TECHNOLOGY TO PROVIDE INFRASTRUCTURE DEVELOPMENT, NETWORK MAINTENANCE AND SUPPORT SERVICES FOR THE CITY'S COMPUTER SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, the City's computer network and systems have grown over the past several years as a result of advancements in technological improvements occurring at the same time; and

WHEREAS, the complexity and scope of developing, implementing and maintaining existing and new systems requires resources outside those that can be provided with existing City staff; and

WHEREAS, it is in the best interests of the City to contract with a competent outside firm to provide needed services in this area of expertise; and

WHEREAS, On-Technology has demonstrated both in practical experience that has been provided to the City in the past and peer reviews of its services as a provider of said services;

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

The City Council approves the Agreement with On-Technology as shown in EXHIBIT A attached and that the Mayor is authorized on behalf of the City to execute said Agreement which is incorporated herein for all purposes and that On-Technology shall provide said services as described therein.

APPROVED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS ON THIS **3rd** DAY OF SEPTEMBER, 2019.

Chris Cannon, Mayor

ATTEST:

Amelia Sanchez, City Secretary

EXHIBIT A

EXHIBIT A

SERVICES AGREEMENT

TECHNOLOGY

THIS AGREEMENT ("Agreement") is entered into on October 1, 2019 between ON Technology Consultants ("Provider"), with its principal place of business located at 410 West 7th Street, Room 107, Taylor, Texas 76574 and City of Elgin ("Client"), with its principal place of business located at 310 N Main Street, Elgin, TX 78621 and shall be effective as of October 1, 2019 (the "Effective Date").

RECITALS

WHEREAS, Provider is engaged in the business of providing services involving the design, installation and maintenance of computer networks;

WHEREAS, Client desires to retain Provider to perform the services set forth in this agreement.

NOW, THEREFORE, Provider and Client agree as follows:

1. Availability of Provider

Provider is open for business Monday through Friday 8:30am to 4:30pm. The office is closed for the following holidays: New Year's Eve, New Year's Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, day after Thanksgiving, Christmas Eve, Christmas, day after Christmas. Support is offered via email and telephone. Provider will offer support through email to the email address of helpdesk@on-technology.com. Provider will offer telephone support at (512) 758-7758. After-hours service is Monday through Friday starting at 5pm and ending at 8am, all-day on Saturday and Sunday, and all day on holidays. All support issues will be opened through the helpdesk ticket system to be tracked and invoiced if applicable. All emails and telephone calls will be first sent to the helpdesk ticket system and then passed to the appropriate technician. In all applicable cases, Provider will remotely manage troubleshoot Client's network. This includes troubleshooting operating systems, routers, servers, and personal computers. These services will be provided over an Internet connection provided by the client using VPN, remote access, SSH, or some other form of remote connection application. The Client must make reasonable effort to allow Provider access to these systems.

2. Service Priority Levels

EMERGENCY is defined as Priorities 1, 2, and 3

Priority 1 – Critical: All or a large number of users or business critical functions are affected
Priority 2 – High: Limited degradation of service, limited number of users or functions affected
Priority 3 – Medium: Small service degradation, business process can continue, one user affected

NON-EMERGENCY is defined as Priorities 4 and 5

Priority 4 – Low: Non-critical change request
Priority 5 – No SLA: Maintenance needed, no noticeable degradation to any user

Client Initial
Provider Initial

3. Scope of Services

Provider will perform such infrastructure development, network maintenance and support services as are set forth in SCHEDULE A: SCOPE OF SERVICES. Client has signed up for the services selected below:

☒ Total Managed Services	date _____	client initial _____
☒ Time and Materials Services	date _____	client initial _____
☒ Antivirus Protection	date _____	client initial _____
☒ Backup & Disaster Recovery	date _____	client initial _____
☐ Backup Storage / ON Storage	date _____	client initial _____
☒ Mobile Device Manager	date _____	client initial _____
☒ Cloud Services (Office 365)	date _____	client initial _____
☐ Phones System Support - VoIP	date _____	client initial _____
☐ Security Awareness	date _____	client initial _____
☐ Technical Support	date _____	client initial _____
☐ Technical Workstation Management	date _____	client initial _____
☒ Total Managed Router (Schedule B)	date _____	client initial _____
☐ _____	date _____	client initial _____

REFERENCE QUOTE (s):_____

4. Price and Payment

Provider is being hired to perform the Services set forth in SCHEDULE A: SCOPE OF SERVICES, which costs are shown in the quotes attached hereto and incorporated by reference herein as SCHEDULE C: PRICE LIST. Any material change in the Services or Deliverables described requires a written change order signed by the parties to the Agreement. Such change order may include an adjustment to the price or delivery dates. Services will be invoiced on the first of every month and as additional services are performed. Payment is due fifteen (15) days after date of invoice. Client may not withhold any amounts due hereunder and Provider reserves the right to cease work without prejudice if amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one (1) percent per month or fraction thereof until paid. Prices quoted for Services do not include and Client will reimburse Provider for its reasonable and necessary cost of travel and out-of-pocket costs for photocopying, overnight courier, unusual long distance telephone and the like. All non-local trips must be approved by Client before commencing. The price set forth in this Agreement does not include any sales, use, service, or similar taxes that may be payable by reason of the provision of the Services, and Client will pay all such taxes which may become due in connection with the Services.

5. Term and Termination

The term and termination of this Agreement for each service is listed below. All services are subject to a four percent (4%) annual increase.

☒ Total Managed Services: The term for this Service is thirty-six (36) months. This agreement will automatically renew each year thereafter for twelve (12) months. If this Agreement is terminated by Client prior to completion of the initial term, Client will pay Provider seventy-five percent (75%) of the monthly charges payable for each month for the remainder of the Agreement. If this Agreement is terminated by Client after the initial term, Client will provide Provider thirty (30) days written notice and pay Provider for the full month at the end of the notice. In the event of termination by either party without cause, Client will pay Provider for all of the Services performed up to the date of termination. Either party may terminate this agreement upon written notice for material breach, provided, however, that the terminating party has given the other party at least fourteen (14) days prior written notice of and the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to exercise any other remedies for breach. In

the event of Client's business termination or sale of business, Client agrees to pay Provider for two (2) additional months of service or seventy-five percent (75%) of the remaining monthly charges, whichever is less.

☒ **Time and Material Services:** The term for this Service is thirty-six (36) months. This agreement will automatically renew each year thereafter for twelve (12) months. If this Agreement is terminated by Client prior to completion of the initial term, Client will pay Provider seventy-five percent (75%) of the monthly charges payable for each month for the remainder of the Agreement. If this Agreement is terminated by Client after the initial term, Client will provide Provider thirty (30) days written notice and pay Provider for the full month at the end of the notice. In the event of termination by either party without cause, Client will pay Provider for all of the Services performed up to the date of termination. Either party may terminate this agreement upon written notice for material breach, provided, however, that the terminating party has given the other party at least fourteen (14) days prior written notice of and the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to exercise any other remedies for breach. In the event of Client's business termination or sale of business, Client agrees to pay Provider for two (2) additional months of service or seventy-five percent (75%) of the remaining monthly charges, whichever is less.

☒ **Antivirus Protection:** The term for this service is three (3) years. Client will provide Provider thirty (30) days written notice of cancellation and will pay Provider for all of the Services performed up to the date of termination.

☒ **Backup & Disaster Recovery:** The term for this service is three (3) years. Client will provide Provider thirty (30) days written notice of cancellation and will pay Provider for all of the Services performed up to the date of termination.

☐ **Backup Storage / ON Storage:** The term for this service is three (3) years. Client will provide Provider thirty (30) days written notice of cancellation and will pay Provider for all of the Services performed up to the date of termination.

☒ **Mobile Device Manager:** The term for this service is three (3) years. Client will provide Provider thirty (30) days written notice of cancellation and will pay Provider for all of the Services performed up to the date of termination.

☒ **Cloud Services (Office 365):** The term for this service is three (3) years. Client will provide Provider thirty (30) days written notice of cancellation and will pay Provider for all of the Services performed up to the date of termination.

☐ **Phones System Support - VoIP:** The term for this service is three (3) years. Client will provide Provider thirty (30) days written notice of cancellation and will pay Provider for all of the Services performed up to the date of termination.

☐ **Security Awareness:** The term for this service is three (3) years. Client will provide Provider thirty (30) days written notice of cancellation and will pay Provider for all of the Services performed up to the date of termination.

☐ **Email Filtering:** The term for this service is three (3) years. Client will provide Provider thirty (30) days written notice of cancellation and will pay Provider for all of the Services performed up to the date of termination.

☐ **Technical Support:** The term for this Service is thirty-six (36) months. This agreement will automatically renew each year thereafter for twelve (12) months. If this Agreement is terminated by Client prior to completion of the initial term, Client will pay Provider seventy-five percent (75%) of the monthly charges payable for each month for the remainder of the Agreement. If this Agreement is terminated by Client after the initial term, Client will provide Provider thirty (30) days written notice and pay Provider for the full month at the end of the notice. In the event of termination by either party without cause, Client will pay Provider for all of the Services performed up to the date of termination. Either party may terminate this agreement upon written notice for material breach, provided, however, that the terminating party has given the other party at least fourteen (14) days prior written notice of and the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to exercise any other remedies for breach. In the event of Client's business termination or sale of business, Client agrees to pay Provider for two (2) additional months of service or seventy-five percent (75%) of the remaining monthly charges, whichever is less.

Client Initial _____
Provider Initial _____

☐ Technical Workstation Management: The term for this service is three (3) years. Client will provide Provider thirty (30) days written notice of cancellation and will pay Provider for all of the Services performed up to the date of termination.

☒ Total Managed Router: (schedule B) The term for this service is three (3) years. Client will provide Provider thirty (30) days written notice of cancellation and will pay Provider for all of the Services performed up to the date of termination.

6. Obligations of Client

Client will immediately notify Provider upon learning of any significant problem with the performance of the network. Client will cooperate with Provider in connection with its performance of the Services by providing access to Client's physical premises as reasonably necessary from time to time. Client will, from time to time, purchase such software and hardware as may be reasonably necessary for the effective operation of its network. Client will be solely responsible for performing the day-to-day tasks, if they are applicable or required, associated with creating archival or backup copies of data stored on the network servers and/or on the hard drives of individual workstations. Client will notify Provider within a commercially reasonable time regarding any change in the identity of client's Network Administrator.

7. Insurance

Provider recommends but does not require that Client maintain the following insurance coverages. Client agrees that Provider will not be liable under any circumstances for any loss, cost, damage or expense that is, or would have been but for Client's decision not to insure, covered by such insurance.

Worker's Compensation - As required by law
Employer's Liability Coverage - $1,000,000
Public Liability - $1,000,000
Property Damage - $1,000,000
Professional/Product Liability - $2,000,000
E&O Coverage - $1,000,000
Cyber Liability Coverage
Network and Information Security – $5,000,000
Technology Errors and Omissions -- $2,000,000

8. Confidential Information

All information relating to Client is confidential and proprietary, and will be held in confidence by Provider and will not be disclosed or used by Provider except to the extent that such disclosure or use is reasonably necessary to the performance of Provider's Work. All information relating to Provider that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement. These obligations of confidentiality will extend for a period of one (1) year after the termination of this agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation. Notwithstanding, confidentiality regarding Client's attorney/privileged information shall remain confidential and the confidentiality requirement on Provider shall not expire after one (1) year.

9. Warranty and Disclaimer

Client acknowledges that no computer system or software can be made completely stable or secure, and that Provider cannot guarantee the stability, safety or security of client's network or data. Provider warrants that Services will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards and the time frame, if any, set forth in the description of Services herein. Client is solely responsible for implementing and monitoring appropriate operational and security procedures if such procedures are required by the security procedures and backup requirements selected by

Client, and for making appropriate backup copies of all data. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

10. Limitation of Liability and Indemnification

In no event will Provider be liable for any loss of profit or revenue by Client, or for any other consequential, incidental, indirect or economic damages incurred or suffered by Client arising as a result of or related to the Services, whether in contract, tort, or otherwise, even if Client has been advised of the possibility of such loss or damages, save and except for violations by Provider for disclosure of attorney/client privileged information. In no event will Provider be liable for any loss of data that may occur, regardless of the cause of such loss of data. The total liability of Provider for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of Provider, whether in contract, tort or otherwise, will not exceed an amount equal to the amount actually paid by Client to Provider for the Services during the twelve (12) month period preceding the date the claim arises, save and except for violations by Provider for disclosure of attorney/client privileged information, which shall not be limited by the provision. Client will indemnify and hold Provider harmless against any claims by third parties, including all costs, expenses and attorneys' fees incurred by Provider therein, arising out of or in conjunction with Client's performance under or breach of this Agreement.

11. Relation of Parties

The performance by Provider of its duties and obligations under this Agreement will be that of an independent contractor, and nothing herein will create or imply an agency relationship between Provider and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties. During the period of this agreement and for twelve (12) months thereafter, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the other.

12. Legal

Provider and Client agree to negotiate in good faith in an effort to resolve and dispute that may arise between them. If the dispute cannot be resolved by negotiation, Provider and Client will submit the dispute to mediation. Provider and Client will choose a mutually-acceptable mediator and will share the costs of medication equally. If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs from the other party. If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect. This Agreement is assignable by the Provider in case of change in ownership. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein. Neither party will be held responsible for any delay or failure in performance of any part to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control. The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

13. Entire Agreement

This Agreement together with any attachments referred to herein constitute the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Provider: ON Technology Consultants

By: _____

Printed Name: Cliff Olle

Title: President

Date: 8-12-17

Client:

By: _____

Printed Name: _____

Title: _____

Date: _____

SCHEDULE A: SCOPE OF SERVICES

TOTAL MANAGED SERVICES

SUPPORT: Local and remote users, servers, and workstations is covered and includes:

- Firewall management
- Wireless device access
- Wireless device management
- Hardware and software details
- Unauthorized software detection
- Unauthorized software removal
- Blacklisted software detected
- Blacklisted event detection
- Network mapping
- Network coverage
- Network connections
- Expired password monitoring
- Windows patch management
- Support software updates
- Hardware tampering detection
- Hard drive fragmentation
- Low memory detection
- High CPU usage detection
- Startup/background processes
- Hard drive error monitoring
- Hard drive SMART stats monitoring
- Hard drive free space monitoring
- Raid failure monitoring
- Windows file corruption detection
- Bad process detection
- SQL database availability
- Exchange updates
- Active Directory
- GroupWise
- Novell directory tree
- Printer management and monitoring

PROJECTS: Projects and integration work is defined as any service designated to add or increase functionality or capacity; in other words, any work that is not designed to support existing systems or persons. Projects are outside the scope of this Agreement and as such will be quoted and invoiced separately. Client will be notified before any work is performed. These can include but are not limited to:

- New Server Setup
- New desktop and tablet installations
- New user setups
- Cabling
- Purchase/Planning Consulting
- Anything not considered Maintenance

HARDWARE/SOFTWARE COSTS: Hardware replacement costs and software purchases fall outside this Agreement. Hardware replacement can take the form of warranty, extended warranty, manufacturer's support contract, on-site spares, or purchases as needed.

APPLICATION SUPPORT: Line of Business Applications is defined as applications such as custom accounting packages, CRM software, ERP software, etc. that are not specifically mentioned herein fall outside the normal purview of this Agreement. Reasonable attempts will be made to correct connectivity issues to such applications; however problems specific to the application configuration or network problems caused by the applications are excluded.

SERVICE LEVEL AGREEMENT: Provider will provide support within two (2) hours for phone calls and within twenty-four (24) hours for email.

During business hours: All Priority Levels (1-5) are included for onsite and remote support

After-hours: Priority Levels 1-3 (EMERGENCY) are included for remote support.
Onsite visits and support for NON-EMERGENCY issues will incur a charge.

Client Initial _____
Provider Initial _____

SCHEDULE A: SCOPE OF SERVICES

TIME AND MATERIALS SERVICES

This service is reactive support, not proactive. Provider will perform services for Client only when requested. Client will be responsible for reimbursing Provider for all time spent on Client's issues and all materials purchased on Client's behalf.

SERVICE LEVEL AGREEMENT: Provider will provide support within two (2) hours for phone calls and within twenty-four (24) hours for email.

BILLING: Services performed during Provider's regular hours of operation will be billed at an hourly rate. Services performed after-hours will incur additional charges. Time will be rounded up to the nearest hour before each billing cycle.

ANTIVIRUS PROTECTION

Provider will install on Client machines, Antivirus Protection and will provide remote maintenance and management of the Antivirus software only. Issues arising from viruses and malware will be supported.

BACKUP & DISASTER RECOVERY

Provider will create for Client a written Disaster Recovery Plan. Provider will install at Client's location an on-site backup device used to capture frequent images of Client-selected files and workstations/servers. Provider will replicate images from the on-site backup device and host them at the Provider's offsite data storage system. Client will select how many versions of the data is to be backed up, which files, and how long they will be retained for.

BACKUP STORAGE / ON STORAGE

Provider will host a copy of the Client's selected files on Provider's offsite data storage system. Client will select how many versions of the data is to be backed up, which files, and how long they will be retained for.

MOBILE DEVICE MANAGER "MDM"

Provider will implement management on employees Mobile Devices to primarily deal with company data segregation, securing emails, securing corporate documents on device, enforcing company policies, integration and managing mobile devices including cellphones and tablets (ios and android).

CLOUD SERVICES (Office 365)

Cloud Services include but are not limited to Data Center data storage, software subscription services, website and domain hosting services. Provider will host Client's data on Provider's offsite data storage system.

PHONE SYSTEM SUPPORT -VoIP

Provider will provide support for Client's Voice over Internet Protocol phone system. Support includes user setup and changes and system maintenance and updates.

SECURITY AWARENESS

Provider will implement a comprehensive Security Awareness Training and Simulated Phishing Platform with three major components: phish, analyze and train. The purpose of this program is to increase awareness in your employees as a safety feature to avoid unwanted hacking into vital company proprietary information.

Client Initial _____
Provider Initial _____

EMAIL FILTERING / MAIL SCAN

Provider will scan all incoming email for all accounts specified by Client in an attempt to control unwanted messages, block harmful items, and enforce company email policy. As with any filter, the system may not catch everything. Provider shall not be responsible for any issues that make it through the system.

TECHNICAL SUPPORT

A basic Technical Support program featuring a 2-hour response time, unlimited phone and remote support and a pre-determined hourly rate for required site visits.

SERVICE LEVEL AGREEMENT: Provider will provide support within two (2) hours for phone calls and within twenty-four (24) hours for email during regular business hours.

BILLING: Remote services performed during Provider's regular hours of operation (Mon thru Fri - 8:30 AM to 4:30 PM Central time and excluding holidays) will not incur additional charges. On-site services both during business hours and after business hours, holidays and weekends along with remote services performed after-hours, weekends and holidays will incur additional charges at the contract hourly rate with time rounded up to the nearest hour before each billing cycle.

TECHNICAL WORKSTATION MANAGEMENT

SUPPORT: Workstation management for the Technical Support package – Local users / workstations are covered and includes:

- Unlimited Remote Support
- Online Asset Management
- Online License Management
- Spyware and Adware Removal
- Windows Patch Management
- Microsoft Application Support
- Online Trouble Ticket Management
- Desktop Optimization & Management
- VPN Client Management for Managed PC
- Antivirus Software Management & Update

SCHEDULE B: TOTAL MANAGED ROUTER

A Total Managed Router may be used to provide threat management network security, network management, gateway services and connectivity. Provider will install this router at Client's site and will maintain ownership of all Total Managed Routers. Client is leasing the use of this router from Provider. In the event of loss or damage to the router caused by Client, Client will be responsible for reimbursing Provider for the cost of the Router, at the price of one thousand two hundred dollars ($1,200) for each Router.

By signing below, Client agrees to these Lease terms.

By _____
Printed Name _____
Title _____
Date _____

Client Initial _____
Provider Initial _____

QUOTE

Quote Created for:
City of Elgin
310 North Main Street
P.O. Box 591
Elgin, TX 78621
United States

QUOTE #	TMS
DATE	7/22/2019

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
34	City Hall Total Managed Services OFFICE USER Includes: -Unliminted Remote & On Site Support 24/7/365 -User Support for Office Users -Computer Health and Performance Monitoring -Server Support -Printer Support -LoB Application Support -VPN/Remote Access Support -Anti Virus Protection for all Network Devices -Office365 Premium License Per User (Cloud Services) -Mobile Device Management -High DNS Security -VoIP Phone System Support -Support Site Visit -Quarterly Performance Check-up	$135.20	$4,596.80
34	City Hall - Preferred Partner Discount	-$35.00	-$1,190.00
11	City Hall Total Managed Services FIELD USER Includes: -Unliminted Remote & On Site Support 24/7/365 -User Support for Field Users -Mobile Device Management -Server Support -Printer Support -LoB Application Support -VPN/Remote Access Support -Anti Virus Protection for all Network Devices -High DNS Security -Office365 Essentials License Per User (Cloud Services)	$65.00	$715.00

9	Library Total Managed Services OFFICE USER Includes: -Unlimited Remote & On Site Support 24/7/365 -User Support for Office Users -Computer Health and Performance Monitoring -Server Support -Printer Support -LoB Application Support -VPN/Remote Access Support -Anti Virus Protection for all Network Devices -Office365 Premium License Per User (Cloud Services) -Office365 Licensed Mailbox Backup -Mobile Device Management -High DNS Security -VoIP Phone System Support -Support Site Visit -Quarterly Performance Check-up	$135.20	$1,216.80
9	Library - Preferred Partner Discount	-$35.00	-$315.00
30	Police Department Total Managed Services OFFICE USER Includes: -Unlimited Remote & On Site Support 24/7/365 -User Support for Office Users -Computer Health and Performance Monitoring -Server Support -Printer Support -LoB Application Support -VPN/Remote Access Support -Anti Virus Protection for all Network Devices -Office365 Premium License Per User (Cloud Services) -Office365 Licensed Mailbox Backup -Mobile Device Management -High DNS Security -VoIP Phone System Support -Support Site Visit -Quarterly Performance Check-up	$135.20	$4,056.00
30	Police Department - Preferred Partner Discount	-$35.00	-$1,050.00
1	City Hall 10 TB BDR - Backup Disaster and Recovered -On-site backup system with cloud replication -Disaster recovery and implementation procedures -Backups are incremental and snapshots taken every 30 mins	$2,000.00	$2,000.00
1	City Hall - Preferred Partner Discount	-$900.00	-$900.00
1	Library 2 TB BDR - Backup Disaster and Recovery -On-site backup system with cloud replication -Disaster recovery and implementation procedures -Backups are incremental and snapshots taken every hour	$865.28	$865.28

1	Library - Preferred Partner Discount	-$300.00	-$300.00
1	Police Department 10 TB BDR - Backup Disaster and Recovered -On-site backup system with cloud replication -Disaster recovery and implementation procedures -Backups are incremental and snapshots taken every 30 mins	$2,000.00	$2,000.00
1	Police Department - Preferred Partner Discount	-$900.00	-$900.00
40	City Hall Microsoft Office365 Business Essentials Online version of Office, Email with 50GB Mailbox, 1TB Storage and Sharing Included Licensed Mailbox Backup Per/User/Month User Support NOT included	$12.50	$500.00
2	Fire Department Microsoft Office365 Business Essentials Online version of Office, Email with 50GB Mailbox, 1TB Storage and Sharing Included Licensed Mailbox Backup Per/User/Month User Support NOT included	$12.50	$25.00
0	Technical Check Up - On Site Visit -2-4 Hours Per Week -Included with TMS Agreement >50 Users	$125.00	$0.00

SUBTOTAL	$11,319.88
SALES TAX	$0.00
TOTAL	**$11,319.88**

Quote valid for 30 days. To accept this quotation, sign here and return or process electronically below:

_____

QUOTE

Quote Created for:
City of Elgin
310 North Main Street
P.O. Box 591
Elgin, TX 78621
United States

QUOTE #	BDR Upgrade
DATE	7/22/2019

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	BDR Upgrade - Installation & Configuration - 10TB BDR -City Hall	$3,000.00	$3,000.00
1	BDR Upgrade - Installation & Configuration - 10TB BDR -Police Department	$3,000.00	$3,000.00

SUBTOTAL	$6,000.00
SALES TAX	$0.00
TOTAL	**$6,000.00**

Quote valid for 30 days. To accept this quotation, sign here and return or process electronically below:

ON TECHNOLOGY

QUOTE

Quote Created for:
City of Elgin
310 North Main Street
P.O. Box 591
Elgin, TX 78621
United States

QUOTE #	Security Awarenes
DATE	7/23/2019

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
85	Security Awareness Training - Analyze, Train and Phish - City Hall	$2.50	$212.50
2	Security Awareness Training - Analyze, Train and Phish - Fire Department	$2.50	$5.00
9	Security Awareness Training - Analyze, Train and Phish - Library	$2.50	$22.50
30	Security Awareness Training - Analyze, Train and Phish - Police Department	$2.50	$75.00

SUBTOTAL	$315.00
SALES TAX	$0.00
TOTAL	**$315.00**

Quote valid for 30 days. To accept this quotation, sign here and return or process electronically below:

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 DAHILL OFFICE TECHNOLOGY CORPORATION TO LEASE A TOTAL OF THREE COPIERS FOR A PERIOD OF SIXTY (60) MONTHS; 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:

As happens periodically, the lease agreements of two of the City's copiers (library and municipal court) are set to expire by the end of this fiscal year. In light of this circumstance, staff has been negotiating the lease of new copiers to replace these two copiers plus one in Utility Billing. The lease agreement on the latter copier is set to run a few more years but it has proven to be a burden, space wise, on storage for this department.

Provisions of the current Agreement for this latter machine allow for trade-ins prior to the end of the contract without penalty, if a new Agreement extends the lease for an additional 60 months. The current monthly cost of the three copiers currently is $925.03 per month. Under the new lease, the monthly fee would be $891.43 per month.

The copier being replaced in Utility Billing prints only black and white but even though it takes up much less space, it also prints in color and is much faster than the current model. Based on the cost and space savings it is recommended that the Council authorize the Mayor to execute the relevant Agreements on behalf of the City.

BUDGET/FINANCIAL IMPACT:

Monthly costs were included in the proposed budget for FY 2019-20.

RECOMMENDATION: Recommended for acceptance

ATTACHMENTS: Copy of Resolution authorizing the Agreements (2) between City and Dahill Office Technology Corp. including Exhibits A and B containing the scope of work, services to be provided, cost of services and other terms and conditions to be agreed to between the parties and Attachment A.

{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 DAHILL OFFICE TECHNOLOGY CORPORATION TO LEASE A TOTAL OF THREE COPIERS FOR A PERIOD OF SIXTY (60) MONTHS; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, The City of Elgin has need for photo copiers in most of its office locations for making hard copy duplicates of work papers for distribution or presentations; and

WHEREAS, Dahill Office Technology Corporation has sold outright or entered into lease purchase agreements in the past in to provide machines for such services; and

WHEREAS, two of the three lease agreements are up for termination or renewal at the end of the current fiscal year and a third lease agreement is proposed to be renewed in advance of its current termination date; and

WHEREAS, it is determined that a proposal from Dahil Office Technology to provide three new copiers with more advanced features at a lower price than is currently in place, would be in the best interests of the City;

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

The City Council approves the Agreement with Dahil Office Technology Corporation as shown in EXHIBIT A attached and that the Mayor is authorized on behalf of the City to execute said Agreement which is incorporated herein for all purposes and that Dahill Office Technology Corporation shall provide said services as described therein.

APPROVED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS ON THIS 3rd DAY OF SEPTEMBER, 2019.

_____
Chris Cannon, Mayor

ATTEST:

_____
Amelia Sanchez, City Secretary

Managed Document Services Agreement

Shaded areas for in-house use only

dahill

Order Date:	Contract No:	Customer No:	Effective Date:	SK Trans #

Service Location: ☐ Multiple Locations *(use Location Schedule)*		Bill To:	
Name: City of Elgin		Name: City of Elgin	
Address: 310 N Main Street		Address: PO Box 591	
City/State/Zip/County Elgin TX 78621		City/State/Zip/County Elgin TX 78621	
Contact: Laura Allen	Phone: 512-281-5724	Contact: Laura Allen	Phone: 512-281-5724
Hours of Operation: 8 to 5; M-F	Email address: lallen@ci.elgin.tx.us	Email address: lallen@ci.elgin.tx.us	

See corresponding schedules(s) for included equipment

SPECIAL INSTRUCTIONS:

HCDE contract includes staples; annual reconciliation ; rate fixed for term;cancel CN31258-01;CN31298-01;CN31364-01

PROGRAM: Includes all service and supplies; paper and staples are excluded.

One Rate Pools

Office A3 (OA3)	Included Pages		Overage		Office A4 (OA4)	Included Pages	Overage
					Desktop (DSK)	Included Pages	Overage

Unlimited Program (A3/A4)

Unlimited B&W (UBW) # of Units

Other

Production Pools

Color (PC)	B&W Allowance		Overage		B&W (PBW) Allowance		Overage
	Color Allowance		Overage		Specialty Finishing (SF)		

Volume Based	(VB) ☒ MFP	B&W Allowance	27000	Overage	0.00657	Color Allowance	2750	Overage 0.04
	☐ MPS	B&W Allowance		Overage		Color Allowance		Overage
	☐ OOG ☐ PPO	B&W Allowance		Overage		Color Allowance		Overage

PROGRAM MONTHLY BASE:

Term: 60 Monthly Service Rate: _____ ☒ Included in Lease Agreement ☐ Billable Monthly $_____

APPROVALS: By signing below, you accept all terms and conditions of the contract, listed above and on reverse of agreement.

Customer Signature:		**Account Manager:** Billy Rice	**Date:**
Title:	**Date:**	**Credit Approval Signature:**	**Date:**
Dahill Acceptance:		**Title:**	**Date:**

DEVICE SCHEDULE

Location #	Location Description	Pool	Model	Serial/ID#*
1	City Hall Vault 310 N Main Street Elgin TX 78621	VB	Xerox C8070H2	
	Library 404 N Main Street Elgin TX 78621		Xerox C8055H2	
	Municipal Court City Hall Annex 310 N Main Street Elgin TX 78621		Xerox C8035T2	

*if available

MANAGED DOCUMENT SERVICES AGREEMENT - TERMS AND CONDITIONS

In this agreement, the words "you" and "your" refer to the Customer. The words "we," "our" or "us" refer to Dahill. The word "parties" refer to you and us. The word "Agreement" refers to this Agreement. The word "Supplier" refers to the seller of the Equipment. The word "Equipment" refers to the Equipment identified above or in Exhibit A and which is covered by this Agreement. The word "Lease" or "Lease Agreement" refers to a lease that you have with a third party (or a Lease or Rental Agreement that you have with us provided a separate Lease or Rental Agreement is executed between you and us). This Agreement is written in plain English. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

1. Agreement for Service. This Agreement is for the maintenance and service of the Equipment. This is not an agreement for the lease or for the purchase of the Equipment. We agree to maintain and service the Equipment and you agree to pay us for that maintenance and service. Unless otherwise provided herein, this Agreement is non-cancellable. This Agreement applies only to the service of Equipment, not software.

2. Service Guarantees. This Agreement does not include any guarantees unless stated on the front page of this Agreement. If a service guarantee is included in this Agreement, it shall apply only if the Equipment is operated within the following guidelines: (a) the Equipment is used in a climate controlled environment and free from excessive dust and ammonia fumes; (b) the Equipment is used and operated according to the manufacturers specifications; (c) the Equipment is operated within the specified contractual volume limitations; (d) only supplies that meet the manufacturer's required specifications are used; and (e) the Equipment is operated on an isolated electrical line. We guarantee to perform service in a good and workmanlike manner. This paragraph contains the only guarantees we offer.

3. Commencement of Agreement. This Agreement becomes valid upon execution by us, and our mutual obligations commence when the Equipment is delivered to you, installed, and determined by you to be in good working condition. The Equipment will be considered in good working condition unless you notify us in writing within three (3) calendar days from the date of delivery that you do not accept the Equipment, that you wish to return it, and you specify the defect or malfunction.

4. Term; Automatic Renewal. The "Initial Term" of this Agreement is for a period equal to the term of any Lease Agreement that you have with the Equipment; or for a period of twelve (12) months if the Equipment is not subject to a lease or the term of the Lease does not exceed twelve (12) months. Unless You notify us in writing at least sixty (60) days before the end of the initial or any renewal term, that you intend not to renew this Agreement, then: (a) this Agreement shall automatically renew for an additional one-year period (a "Renewal Term") and (b) the payment and other terms of this Agreement will continue to apply.

5. Service Payments. In consideration for our obligations under this Agreement, you agree to pay us for each service period the amount listed above and by the due date set forth on our invoice to you: (i) the Monthly Base Maintenance shown above; (ii) the applicable Overage Rate for each metered image in excess of the applicable number of the Included Impressions; (iii) any other costs for non-covered parts, supplies, and shipping and delivery fees and charges; (iv) applicable taxes and late fees; (v) and any other charges provided for herein. You agree that the monthly base amount(s) is(are) a minimum payment that you agree to pay even if you do not make the stated number of Included Impressions. You agree that we may, in our sole discretion, increase the monthly base amount(s) and the Overage Rate specified above once each year during the Initial Term and once each year during any Renewal Term, by an amount not to exceed 3.5% per year. You agree we may apply any base and overage payment first to any past-due amount owed. All payments made under this Agreement are non-refundable.

6. Parts; Supplies;. Unless otherwise stated above, the Supplies covered under this agreement are toner, PM kits, and developer. Staples and paper are not covered. All other parts and drums are included, unless the need for replacement is the result of your misuse or abuse. This Agreement does not cover any of the following: (a) damage to the Equipment caused by misuse, negligence, or intentional acts; or (b) repairs and parts necessitated by operation of the Equipment outside the service guarantee guidelines.

7. Limitations of Service. Connected Equipment will be covered up to the computer/network connection. Service calls produced by computer/network problems may be billed at our hourly rate.

8. Late Charges. If you do not pay all charges by the due date specified on an invoice, or within 30 days from the date of the invoice if it does not specify a due date, you agree to pay a late fee equal to 10% of the amount due under the invoice.

9. Meter Collection. You agree to comply with our billing procedures, including but not limited to, providing us with monthly meter readings for each Equipment item. We will provide, at no cost to you, automated meter reading technology that will enable automatic periodic meter readings. However, if you elect not to use this technology, for each non-automated meter read, you agree to pay $25 per device in addition to the periodic service payments stated above.

10. Service Hours. Our "Standard Service Hours" are Monday-Friday, 8:00 a.m. – 5:00 p.m. local time. If you request service to occur outside standard hours, it will be provided within forty-eight hours after receiving such notice and with the following additional charges at a rate of: (a) one and one-half the prevailing hourly rate; and (2) twice the prevailing hourly rate if service is requested to occur after 5:00 p.m. on a Sunday or any time a holiday.

11. Relocation. In the event you relocate the Equipment outside our service area, we shall have the sole right to either locate another qualified dealer to provide service for the Equipment at the new location or to cancel this Agreement.

12. Default. Each of the following is a "Default" under this Agreement: (a) you fail to pay any Service Payment or any other payment due, under this or any other agreement you have with us, by the due date indicated on any invoice, or (b) you do not perform any of your other obligations under this Agreement or in any other agreement with us and this failure continues for ten (10) days after we have notified you. Our acceptance of a partial payment does not waive a default.

13. Remedies. If you Default under this Agreement, we may do one or more of the following: (a) suspend service; (b) furnish service on a C.O.D. "per call" basis at our standard service rates; (c) cancel or terminate this Agreement and any or all other active agreements that you have with us; (d) require you, as liquidated damages for loss of bargain and not as a penalty, to pay us, on demand (i) any amount past due and owing, and (ii) an amount equal to the sum of remaining Service Payments for the remainder of the Initial or Renewal Term; and (e) exercise any other remedy available at law. You also agree to reimburse us, on demand, for all reasonable expenses of enforcement and/or collection including, but not limited to, reasonable attorneys' fees, court costs, and costs of collection). The remedies set forth herein are cumulative and are in addition to any other remedies allowed under law, and may be exercised concurrently or separately. Any failure or delay by us to declare default or to exercise any other right or remedy shall not operate as a waiver of any other right or future right. If this Agreement expressly provides for, or expressly incorporates, written guarantees, in the event we do not satisfy one or more of the guarantees, your sole remedy is the remedy in the guarantee. In the event we do not satisfy any other provision of this Agreement, and in the event we do not cure the deficiency within fourteen (14) days after receiving written notice of such deficiency, you may, as your sole remedy, cancel this Agreement without any further obligations.

14. NO WARRANTIES. Other than any service guarantees provided in or through paragraph two herein and the obligations set forth herein, WE DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

15. LIMITATIONS OF LIABILITY. WE SHALL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING FROM, OR RELATED TO, THIS AGREEMENT. YOU ACKNOWLEDGE AND AGREE THAT IN ENTERING INTO THIS AGREEMENT YOU DID NOT RELY ON ANY WRITTEN OR ORAL COMMUNICATIONS, REPRESENTATIONS, OR GUARANTEES (INCLUDING BUT NOT LIMITED TO BROCHURES OR PROPOSALS) NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. IN MAKING YOUR DECISION TO ENTER INTO THIS AGREEMENT, YOU AGREE AND REPRESENT THAT YOU RELIED ONLY ON YOUR OWN INVESTIGATION REGARDING THIS AGREEMENT'S SUBJECT MATTER AND THE INFORMATION CONTAINED HEREIN.

16. MUTUAL INDEMNITY. THE PARTIES MUTUALLY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY, ITS PARENT CORPORATIONS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES, ATTORNEYS, EMPLOYEES, AND SUCCESSORS OR ASSIGNS (THE "INDEMNIFIED PARTIES") FROM ANY AND ALL CLAIMS, DEMANDS, ACTIVITIES, SUITS, ALLEGATIONS, ACTIONS, OR CAUSES OF ACTION ARISING FROM OR INCIDENT, WHETHER DIRECTLY OR INDIRECTLY, TO ANY MISCONDUCT, NEGLIGENCE, REPRESENTATION, OR OMISSION ON THE PART OF THE INDEMNIFYING PARTY, IN THE CONDUCT OF ITS/THEIR DUTIES OR ANY CONDUCT OUTSIDE THE SCOPE OF ITS/THEIR DUTIES WHICH MAY GIVE RISE TO LIABILITY OR POTENTIAL LIABILITY ON THE PART OF THE INDEMNIFIED PARTIES.

17. UNCONDITIONAL OBLIGATION. YOU AGREE THAT YOUR OBLIGATION TO PAY US UNDER THIS AGREEMENT IS UNCONDITIONAL AND IS INDEPENDENT OF ANY LEASE OR OTHER MAINTENANCE AGREEMENT THAT YOU MAY HAVE WITH US OR ANYONE ELSE.

18. Notices. All notices and other communications directed to us as required or permitted under this Agreement shall be deemed to have been duly given if made in writing via U.S. mail at the address provided on page one of this Agreement.

19. Assignment. You may not assign any rights or obligations under this Agreement without our prior written consent. We may, without your consent and without prior notification, assign this Agreement, or any right or obligation thereof, to a third party.

20. Applicable Law; Venue; JURY WAIVER. This Agreement shall be deemed fully executed, performed, governed, and construed in, and under the laws of, the State of Texas. You agree that performance of your payment obligation under this Agreement shall be in San Antonio, Texas, and that the State of Texas shall have sole jurisdiction of all matters relating to this Agreement. YOU AND WE HEREBY WAIVE OUR RIGHT TO A TRIAL BY JURY.

21. Severability. If any provision of this Agreement is held unenforceable then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

22. Merger; Integration. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings with respect thereto. This agreement may only be modified by a written document duly exercised by the parties.

23. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

24. End Agreement

Location Schedule

Customer City of Elgin

Deal # 126552

Location # 1	Hours of Operation: 8 to 5 ; M- F		
Address: City Hall 310 N Main Street			City/State/Zip: Elgin TX 78621
Special Instructions:			
IT Contact: Laura Allen		Phone: 512-281-5724	Email address: lallen@ci.elgin.tx.us
Meter Contact: Laura Allen		Phone: 512-281-5724	Email address: lallen@ci.elgin.tx.us
A/P Contact: Laura Allen		Phone: 512-281-5724	Email address: lallen@ci.elgin.tx.us
Location #	Hours of Operation:		
Address:			City/State/Zip:
Special Instructions:			
IT Contact:		Phone:	Email address:
Meter Contact:		Phone:	Email address:
A/P Contact:		Phone:	Email address:
Location #	Hours of Operation:		
Address:			City/State/Zip:
Special Instructions:			
IT Contact:		Phone:	Email address:
Meter Contact:		Phone:	Email address:
A/P Contact:		Phone:	Email address:
Location #	Hours of Operation:		
Address:			City/State/Zip:
Special Instructions:			
IT Contact:		Phone:	Email address:
Meter Contact:		Phone:	Email address:
A/P Contact:		Phone:	Email address:
Location #	Hours of Operation:		
Address:			City/State/Zip:
Special Instructions:			
IT Contact:		Phone:	Email address:
Meter Contact:		Phone:	Email address:
A/P Contact:		Phone:	Email address:
Location #	Hours of Operation:		
Address:			City/State/Zip:
Special Instructions:			
IT Contact:		Phone:	Email address:
Meter Contact:		Phone:	Email address:
A/P Contact:		Phone:	Email address:

xerox™ Business Solutions Southwest

SALES ORDER

Austin 512-836-2100 • Houston 713-329-9909
Bryan/College Station 979-774-2200 • Laredo 956-724-8188
Corpus Christi 361-289-0900 • San Antonio 210-805-8200
Harlingen 956-425-3010 • El Paso 915-595-2250 • Waco 254-741-1458

00126552

SHIP TO	BILL TO
Customer Name City of Elgin	**Customer Name** CITY OF ELGIN
Address 310 N. Main Street (City Hall) Elgin TX 78621	**Address** P O BOX 591 ELGIN TX78621
Point of Contact Buck LaQuey	**Contact Phone Number** Phone: 512-281-5724

Order Date/Cust PO#:	Rep:	Meter Read:	Install Date:	Pickup Date:
/	Betty Rice			

☐ IT INSTALL ☐ ON-SITE IT
☐ SURVEY ☐ STAIRS
☐ IN-HOUSE DEMO ☐ ELECTRICAL

☐ LEASE RETURN ☐ NATIONAL ACCOUNT/RETURN
☐ SHIP IN ☐ TRADE-IN
☐ EXCHANGE ☐ LOANER
☐ RENTAL RETURN ☐ DEALER SPLIT

Shaded Areas for In-House Use Only

N - New, R - Refurbished

EQUIPMENT AND ACCESSORIES *(See Equipment List for Complete Breakdown of Models and Accessories)*

Qty	Product Number/Model/Description	N/R	Serial No.	Equipment ID.	Meter	Price
1	C8070H2 with BR Finisher- Cooperative					Incl.
1	B8055H2 with Office Finisher- Cooperative					Incl.
1	C8035T2 with Integrated Finisher- Cooperative					Incl.

Comments: PU D125 EQ 234731, 7835 EQ235035, 5955 EQ234299

Customer Acceptance	Title	Date:	Credit Approval	Date	Sub-Total	N/A
					Sales Tax	N/A
Account Manager	Date	Date	Manager Approval		TOTAL	N/A

By signing this Sales Order you agree that you have read, and agree to be bound by, the â€œAdditional Terms & Conditionsâ€ on the reverse side.

Xerox Financial Services LLC
45 Glover Avenue
Norwalk, CT 06856

MASTER COST PER COPY AGREEMENT
Fixed Purchase Option
(State and Local Governmental Transactions Only)

xerox

Dealer	Lease Agreement Number
Dahill Office Technology Corporation	

CUSTOMER INFORMATION

Full Legal Name	DBA		
City of Elgin			
Billing Address	**City**	**State**	**ZIP Code**
PO Box 591 310 N Main Street	Elgin	TX	78621
Phone / **Contact Name**	**Contact Email**	**Customer PO# (Optional)**	
512-281-5724 / Laura Allen	lallen@ci.elgin.tx.us		

CUSTOMER ACCEPTANCE

BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE LEASE AND THAT YOU HAVE READ AND AGREE TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 OF THIS LEASE.

Authorized Signer	Date	Federal Tax ID# (Required)
X		
Print Name	**Title (Indicate President, Partner, Proprietor, etc.)**	

LESSOR ACCEPTANCE

Accepted By: Xerox Financial Services LLC	Name and Title	Date

TERMS & CONDITIONS

1. **Definitions.** The words "you" and "your" mean the legal entity identified in "Customer Information" above, and "we," "us" and "our" means Xerox Financial Services LLC. "Party" means you or us, and "Parties" means both you and us. "Dealer" means the entity identified in "Dealer Name" on any Lease Schedule related to this Lease or on any XFS-approved form of purchase order in lieu thereof (collectively, "Schedule"). "UCC" means the Uniform Commercial Code of the State of Texas (Tex. Bus. & Comm. Code §§1.101 et. seq.). "Equipment" means the items identified in "Equipment" in any Schedule, together with all attachments, replacements, parts, substitutions, additions, repairs, accessions and accessories incorporated therein and/or affixed thereto and licenses and intellectual property used therewith. "Lease" means this Master Cost Per Copy Agreement. "Excess Charges" means the applicable excess copies and/or prints charges. "Lease Payment" means the Monthly Lease Payment specified in one or more Schedules, which includes the fixed component of maintenance charges and any included Images payable to Dealer, the Excess Charges (as applicable), and other charges you, Dealer and we agree will be invoiced by us on a monthly basis, plus Taxes. "Inception Date" means (a) the date the Dealer determines Equipment installed by the Dealer is operating satisfactorily and is available for your use, or (b) the date Equipment identified by the Dealer as being installable by you is delivered to your premises.

2. **Lease, Payments and Late Payments.** We shall acquire and lease to you, and you shall lease from us pursuant to this Lease and any Schedule(s) now or from time to time submitted by you and accepted by us hereunder, Equipment described in each Schedule. Upon the execution of a Schedule, the terms and conditions contained herein, including any and all additional or specific terms and conditions, shall apply to that Schedule and shall be incorporated into and have the same force and effect as to that Schedule as though expressly set forth therein. The Lease, the Schedules, all riders and all other documents entered into in connection with the Lease shall be collectively referred to as the "Lease Documents." The Equipment shall be leased for the lease term set forth in each applicable Schedule, subject to the provisions hereof. We may refuse to pay for the Equipment, whether or not the Equipment has been delivered to you, if you fail to execute or cause to be executed, or fail to release or cause to be released, or fail to deliver or cause to be delivered, any documents, instruments or agreements, including but not limited to releases, subordinations, UCC financing statements/searches, good standing certificates, evidence of authority, and landlord's/mortgagee's waivers relating to the Equipment, as reasonably and necessarily required for purposes of such acquisition, and being in form and substance reasonably satisfactory to both you and us . You agree and represent all Equipment was selected by you based upon your own judgment and has been, or is being, supplied by the Dealer. You agree to pay us each Lease Payment and all other amounts that become due and payable under each applicable Schedule. The first Lease Payment is due thirty (30) days after the invoice date on that invoice and each subsequent Lease Payment is due on the same date each month thereafter, whether or not we invoice you. Payment of other amounts payable under this Lease, which may include charges you, Dealer and we agree will be invoiced by us, is due thirty (30) days after the invoice date therefor. If any payment is not paid in full by sixty (60) days after its due date, you will pay a late charge in accordance with Texas Government Code 2251.024 of the Texas Government Code or its successor, not to exceed the maximum amount permitted by law. For each dishonored or returned payment instrument, you will be assessed the applicable returned item fee, which shall not exceed $35. Restrictive covenants on any payment instrument will not reduce your obligations or affect our rights.

3. **Equipment and Software.** Equipment may contain or have software delivered with it. You agree that as to software only that (a) you will execute a separate license agreement with the Dealer or a third party for such software, and (b) we have no responsibility whatsoever for any such software or license agreement under this Lease. You agree the Equipment (including software) is for your business use in the United States (including its possessions and territories), will not be used for personal, household or family purposes and is not being acquired for resale. You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. **Non-Cancellable Lease. NEITHER THIS LEASE NOR ANY SCHEDULE CAN BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL LEASE PAYMENTS, AND TO PAY ALL OTHER AMOUNTS DUE OR TO BECOME DUE UNDER THIS LEASE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF DEALER, ANY THIRD PARTY OR US.**

5. **Lease Term.** The Initial Lease Term, which is indicated in any related Schedule, commences on the Inception Date. If, during the Initial Lease Term, you enter into a new Schedule for upgraded or replacement equipment that incorporates the remaining payments under the original Schedule, and the new Schedule is subsequently terminated, we may reinstate the original Schedule.

6. **Payment of Fixed Purchase Amount.** At the end of any Initial Lease Term set forth in a Schedule, provided that you are not then in default thereunder, and amounts due thereunder have been paid infull, you have the option to purchase the Equipment under such Schedule for the amount shown in such Schedule.

7. **Equipment Delivery and Maintenance.** Equipment (including software) will be delivered to you by the Dealer at the location specified above or in a Schedule, and with prompt notice to us may be moved by you to any other school, site, facility or premises of yours. Equipment (including software) may not be moved to another location not described in the prior sentence without first obtaining our written consent. You shall permit us to inspect Equipment and any maintenance records relating thereto during your normal business hours, upon reasonable notice and in accordance with applicable law as well as your reasonable rules and regulations relating to visitors to sites where students are present. Dealer has agreed to provide full service maintenance during normal business hours, including all toner, developer and parts necessary to produce images and or prints pursuant to a separate maintenance agreement. You must purchase copier paper separately. **YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR ANY SUCH SERVICE, REPAIR OR MAINTENANCE OF THE EQUIPMENT, THAT WE ARE NOT A PARTY TO ANY SERVICE MAINTENANCE AGREEMENT THAT YOU MAY HAVE ENTERED INTO WITH THE DEALER, AND THAT PAYMENTS HEREUNDER MUST CONTINUE UNABATED, AS PER SECTION 4 HEREOF, REGARDLESS OF DEALER'S PERFORMANCE.** You understand we are only acting as administrator for the Dealer with respect to the billing and collecting of the maintenance charges, including Images if applicable, and Excess Charges included in the Lease Payments. In no event will we be liable to you for any breach by the Dealer of any of its obligations to you. Any delivery of the Equipment by you to us required by this Lease shall be only to a reasonable location within the State of Texas.

8. **Equipment Ownership, Labeling and UCC Filing.** To the extent permitted by applicable law, title to, and ownership of, the Equipment passes to you upon delivery thereof and you grant us a first priority security interest in the Equipment (including software) and all proceeds thereof in order to secure your performance of this Lease. You agree to keep the Equipment (including software) free from any liens or encumbrances and to notify us if there is a change in the jurisdiction of your organization. We may label the Equipment to identify our interest in it. You authorize us to file by any permissible means a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment..

9. **Assignment. YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLET OR PART WITH POSSESSION OF THE EQUIPMENT (INCLUDING SOFTWARE), THIS LEASE OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS LEASE OR ANY SCHEDULE (COLLECTIVELY "ASSIGNMENT") WITHOUT OUR PRIOR WRITTEN CONSENT.** If we agree to an Assignment, you agree to pay the applicable assignment fee and reimburse us for any costs we incur in connection with that Assignment. We may sell, assign or transfer all or any part of the Equipment, this Lease, any Schedule(s) and/or any of our related rights or obligations thereunder. For the express and limited purpose of pledging, assigning, hypothecating, mortgaging, transferring, securitizing, granting participation(s) in, or otherwise disposing of this Lease or any Schedules hereunder, whether as chattel paper or otherwise, each Schedule designated as an original, together with a certified copy of this Lease, shall constitute a separate Lease for such purposes. Our assignee will have the same rights (but none of the obligations) that we have to the extent assigned and you agree not to assert against such assignee any claims, defenses, counterclaims, recoupments, or set-offs that you may have against us. You agree and acknowledge that any Assignment by us will not materially change your obligations under this Lease.

10. **Taxes.** You are a tax-exempt entity, and have provided proof thereof to us. In the event you ever lose your tax-exempt status during the term of this Lease, you will be responsible for all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on the Equipment (including software), this Lease, any Schedule, or the amounts payable under this Lease or any Schedule (collectively, "Taxes"), which will be included in our invoice to you unless you timely provide proof of re-establishment of your tax exempt status. If, in such a situation, Equipment (including software) is delivered to a jurisdiction where certain taxes are calculated and paid at the time of lease initiation, you authorize us to finance and adjust your Lease Payment to include such Taxes over the Initial Lease Term unless you require otherwise.

11. **Liability. SINCE WE ARE MERELY FINANCING THE EQUIPMENT AT YOUR REQUEST AND HAVE NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, CONFIGURATION, SALE, DELIVERY, INSTALLATION, MAINTENANCE OR USE, WE ARE NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT (INCLUDING SOFTWARE) OR ITS USE, WHETHER ARISING FROM TORTIOUS CONDUCT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY.** To the extent permitted by applicable law, you agree to reimburse us for, and to defend, indemnify and hold us harmless on an after-tax basis against, any costs, expenses, damages, fines, settlements, claims or liability arising out of or relating to this Lease or the Equipment (including software) or its use, including reasonable attorneys' fees and disbursements. This does not affect any liability from the Dealer or manufacturer of the Equipment and software.

12. **Equipment Warranty Information and Disclaimers. WITH RESPECT TO EQUIPMENT (INCLUDING SOFTWARE), WE DISCLAIM, AND YOU WAIVE, SOLELY AGAINST US, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTIABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND WE MAKE NO REPRESENTATIONS OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ITS SUITABILITY, FUNCTIONALITY, DURABILITY, OR CONDITION.** We hereby assign to you any warranty rights we have against any Dealer or manufacturer with respect to the Equipment and, if the Equipment is returned to us, such rights are deemed reassigned by you to us.

13. **Default and Remedies.** You will be in default under this Lease if (1) we do not timely receive any payment and such failure continues for more than ten (10) days after written notice of default from us to you is received, or (2) you breach any other material obligation in this Lease which continues for more than thirty (30) days after written notice of default from us to you is received. If you default, we may, in addition to other remedies (including having the Dealer cease performing Equipment maintenance), require you to promptly return the Equipment (including software) to a location we specify, at your expense, and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate that will be in accordance to the laws of the State of Texas covering state agencies and the applicable codes covering political subdivisions; (b) the Lease Payments remaining in the Initial Lease Term (less the fixed maintenance component thereof as reflected on our books and records), discounted at four percent (4%) per annum, and (c) Taxes. If you do not return the Equipment as required above, you agree to pay us the fair market value thereof as of the end of the Initial Lease Term, as determined by us, discounted at four percent (4%) per annum. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by us to enforce this Lease.

14. **Risk of Loss and Insurance.** You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment (including software) upon delivery and acceptance. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry public liability insurance against bodily injury, including death, and against property damage in the amount of at least $2 million (collectively, "Required Insurance"). All such Required Insurance shall be with loss payable to us and our assignees, as their interest may appear, and shall be with companies reasonably acceptable to us. In addition, we and our assignees shall be named as an additional insured on such public liability insurance policies. The Required Insurance shall provide for thirty (30) days prior notice to us of cancellation.

You must provide us with satisfactory written evidence of Required Insurance within thirty (30) days of the commencement of any Schedule or any subsequent written request by us. If you do not do so, then in lieu of other remedies for default, we in our discretion and at our sole option may (but are not required to) obtain insurance from an insurer of our choosing, which may be an affiliate of ours, in such forms and amounts as we deem reasonable to protect our interests (collectively "Equipment Insurance"). Equipment Insurance will cover the Equipment and us; it will not name you as an insured and may not cover all of your interest in the Equipment and will be subject to cancellation at any time. You agree to pay us periodic charges for Equipment Insurance (collectively "Insurance Charges") that include: an insurance premium that may be higher than if you maintained the Required Insurance separately; a finance charge of up to 1.5% per month on any advances made by us or our agents; and commissions, billing and processing fees; any or all of which may generate a profit to us or our agents. We may add Insurance Charges to the monthly rental charge as additional rent. We shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance.

You must promptly notify us of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint us as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any Required Insurance. Insurance proceeds from Required Insurance or Equipment Insurance received shall be applied, at our option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) pay us (i) the Lease Payments remaining in the Initial Lease Term and the Equipment's then determined fair market value as of the end of the Initial Lease Term, both discounted at four percent (4%) per annum, and (ii) Taxes, if any.

15. **Customer Purchase Order.** If a purchase order or other document is issued by you, none of its terms and conditions shall have any force or effect as the terms and conditions of this Lease exclusively govern the transaction documented herein. Our failure to object to terms contained in any communication from you will not be a waiver or modification of the terms of this Lease.

16. **Finance Lease.** If this Lease is not characterized as a secured transaction, you and we agree this Lease (including each Schedule) is a "finance lease" governed by UCC Article 2A.

17. **Authorization of Signer and Credit Review.** You represent that you may lawfully enter into, and perform, this Lease and each Schedule, that the individual signing this Lease and each Schedule on your behalf has all necessary authority to do so, and that all financial information you provide completely and accurately represents your financial condition. By having your authorized representative sign this Lease and each Schedule, you agree to furnish publically-available financial information that we may request now and in the future, including your tax identification number, and you authorize us to obtain credit reports on you now and in the future.

18. **Original Document. YOU AGREE THAT AN EXECUTED COPY OF THIS LEASE THAT IS SIGNED BY YOUR REPRESENTATIVE AND BY OUR REPRESENTATIVE (AN ORIGINAL MANUAL SIGNATURE OR SUCH SIGNATURE REPRODUCED BY MEANS OF A RELIABLE ELECTRONIC FORM, SUCH AS ELECTRONIC TRANSMISSION OF A FACSIMILE OR ELECTRONIC SIGNATURE) SHALL BE MARKED "ORIGINAL" BY US AND SHALL CONSTITUTE THE ONLY ORIGINAL DOCUMENT FOR ALL PURPOSES. ALL OTHER COPIES SHALL BE DUPLICATES. TO THE EXTENT THIS LEASE AND/OR ANY SCHEDULE CONSTITUTES CHATTEL PAPER (AS DEFINED IN THE UCC), NO SECURITY INTEREST THEREIN MAY BE CREATED EXCEPT BY THE POSSESSION OR TRANSFER OF THE COPY MARKED "ORIGINAL" BY US. NEITHER THIS LEASE NOR ANY SCHEDULE MAY BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY US.**

19. **Jurisdiction, Venue. THIS LEASE AND EACH SCHEDULE ARE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD OTHERWISE REQUIRE APPLICATION OF LAWS OF ANOTHER JURISDICTION). THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS LEASE, OR OTHERWISE RELATING TO THIS LEASE, SHALL BE IN A FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED, AND YOU AND WE BOTH HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS..**

20. **Miscellaneous.** Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Lease. The Lease Documents constitute the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Lease and are not binding on the Parties. Notices under this Lease must be in writing. Notices to you will be sent to the "Billing Address" provided above and notices to us shall be sent to our address provided above. Notices will be deemed given five (5) days after mailing by first class mail or two (2) days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the terms hereof pertaining to notices. You authorize us to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us; provided, however, that the same is immediately followed by written notice by mail or courier. You reserve, and do not waive, your rights of sovereign immunity and similar rights and your rights under the Texas Tort Claims Act. No provision of any Lease Document that imposes an obligation or restriction on you not permitted by applicable law shall be enforceable. Records relating to this Lease may be subject to disclosure pursuant to the Texas Public Information Act f/k/a Open Records Act, Section 552.001 et. seq. of the Texas Government Code. Notwithstanding anything herein or therein to the contrary, any provision of any Lease Document permitting or requiring discretion, consent, or approval by you will be deemed to require that the same be exercised reasonably and in good faith. If a court finds any term of this Lease unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. The following four sentences control over every other part of this Lease. Both Parties will comply with applicable laws. We will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Lease that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Lease to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Lease or refunded to you.

21. **Non-Appropriation.** You may, without penalty, terminate this Lease or any Lease Schedule at the end of any budget period of you occurring during the term of this Lease, if funds for this Lease or such Lease Schedule during the succeeding budget period have not been appropriated, despite good faith efforts to do so. Upon the occurrence of such non-appropriation, you shall not be obligated for payment of any Lease Payment or other amount due hereunder for any fiscal period for which funds have not been so appropriated, and you shall promptly deliver the Equipment to the Dealer (or such other party as we may designate).

Xerox Financial Services LLC
45 Glover Avenue
Norwalk, CT 06856

Master Lease Schedule - Cost Per Copy

xerox

Lease Agreement #	Dealer Name: Dahill

LESSEE INFORMATION

Full Legal Name	DBA		
City of Elgin			
Billing Address	**City**	**State**	**ZIP Code**
PO Box 591 310 N Main Street	Elgin	TX	78621
Phone / **Contact Name**	**Contact Email**	**Lessee PO# (Optional)**	
512-281-5724 / Laura Allen	lallen@ci.elgin.tx.us		

EQUIPMENT

Quantity	Model and Description	Quantity	Model and Description
1	Xerox C8070H2 - Vault		
1	Xerox C8035T2 - Municipal Court		
1	Xerox C8055H2 - Library		

Equipment Location (if different from Billing Address)

TERM AND PAYMENT	IMAGE TYPE	IMAGES INCLUDED	EXCESS CHARGE	PRINTS INCLUDED	EXCESS CHARGE
Term (in months): 60 plus the interim Period, if any	B&W	27000	0.00657		
	Color	2750	0.04		
Monthly Lease Payment: $ 891.43 plus applicable charges & taxes	Everyday Color			N/A	N/A
	Color Level 2			N/A	N/A
	Color Level 3			N/A	N/A

LESSEE ACCEPTANCE

BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE LEASE AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH HEREIN AND ON PAGES 1 AND 2 OF THE LEASE.

Authorized Signer	Date	Federal Tax ID # (Required)
X		
Print Name	**Title (indicate President, Partner, Proprietor, etc.)**	

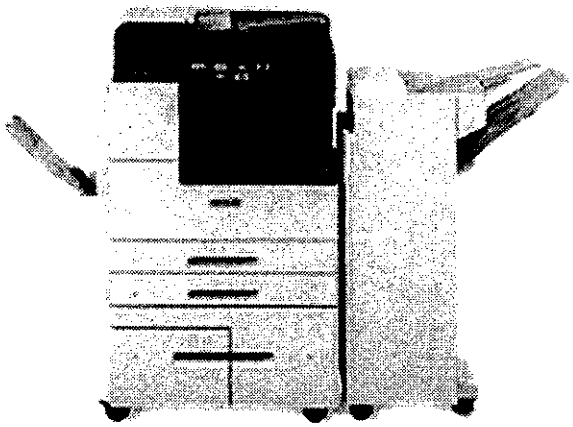
LESSOR ACCEPTANCE

Accepted By: Xerox Financial Services LLC	Name and Title	Date

TERMS & CONDITIONS

Pursuant to that Master Lease Agreement Number indicated above ("Lease") between you and XFS, **the terms and conditions of which are fully incorporated into this Schedule**, you hereby (a) authorize XFS to order for lease to you the equipment described above ("Equipment"), (b) agree to lease such Equipment from XFS effective the Inception Date for the Term specified above, and (c) agree to pay XFS the Lease Payments in the amounts and at the times specified above for each item of Equipment. This Schedule is attached to and constitutes a part of the Lease and all of the terms used herein which are defined in the Lease shall have the same meaning as so defined.

Proposed Solution Detail



Xerox® AltaLink® B8055 – BW Multifunction Printer – Library

Network Print – 55 Pages per Minute (B/W)

Prints up to 1200 x 2400 dpi

Single Pass Duplex Automatic Document Feeder: 200 sheets, speed 200 ipm (duplex)

Bypass Tray: 100 sheets

Tray 1: 500 sheets -Custom sizes: 5.5 x 7.5 in. to 11.7 x 17 in.

Tray 2: 500 sheets -Custom sizes: 5.5 x 7.5 in. to 11 x 17 in.

High Capacity Tandem Tray: 3,600-sheet total (1,600 and 2,000 sheets); Size 8.5 x 11 in. / A4

Total paper capacity 3,600 sheets

Dahill "Direct Link" Enabled

Office Finisher with 2 position stapling – up to 50 sheets stapled

Network printing and scanning

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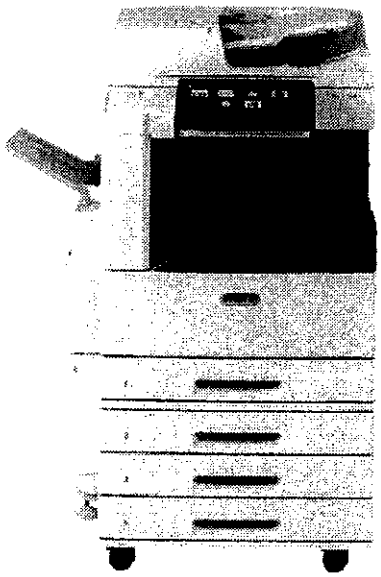
Proposed Solution Detail



Xerox® AltaLink® C8035 - Color Multifunction Printer – Municipal Court

Network Print – 35 Pages per Minute (B/W and Color)

Integrated Finisher with single position stapling

Fax Kit

Prints up to 1200 x 2400 dpi

Single Pass Duplex Automatic Document Feeder: 130 sheets, speed 139 ipm (duplex)

Postscript 3, PCL6

Tray 1: Custom sizes: 5.5 x 7.5 in. to 11.7 x 17 in.

Tray 2: Custom sizes: 5.5 x 7.5 in. to 12 x 18 in.

250 sheet Dual Offset Catch Tray and 100 sheet Face up Tray

Four Tray module adds tray 3 -520 sheets and tray 4 -520 sheets

Total paper capacity 2,180 sheets

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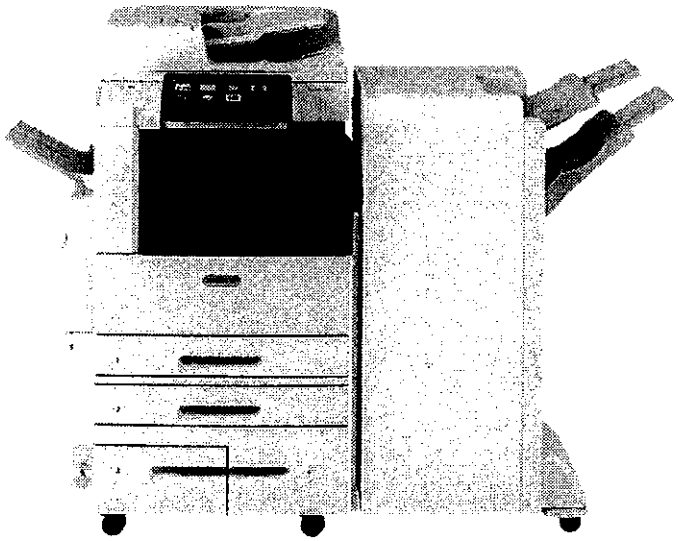
Proposed Solution Detail



Xerox® AltaLink® C8070H2- City Hall Vault

Network Print – 70PPM B&W and Color Print Speed

130 Single Pass Duplex Automatic Document Feeder to Desktop, USB, Email

10.1-inch color touchscreen

4 Trays + Bypass Tray (Holds up to 3,140 sheets)

Print Resolution 1200 x 2400 dpi

Near Field Communication (NFC) Tap-to-Pair

Global Print Driver / Unified Address Book integration

Adobe Postscript Kit

Business Ready Finisher w/ multi-position stapling / collating / 3 hole punch

Fax Kit

Print Around with Print on Alternate Media

Embedded Apps including Xerox App Gallery App

Mobile Express Driver / Apple AirPrint / Mopria

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Proposed Solution

Xerox Business Solutions- Dahill Recommendation

Hardware Upgrades	
Library - New Xerox AltaLink® B8055 –BW *Replacing Xerox WorkCentre 5955 serial A2M742520 – EQ234299*	***Included***
Municipal Court - New Xerox AltaLink® C8035 – Color & BW *Replacing Xerox WorkCentre 7835 serial MX1057954 EQ23503* ***Vault - New Xerox AltaLink® C8070- Color & BW*** *Replacing Xerox D125 serial BG0971549 - EQ234731*	

Enhanced Maintenance Agreement	
Includes Xerox Service & Supply --- ***Pool Includes 27,000 BW Impressions per Month w/overages @ $0.00657 and includes 2,750 Color Impressions per Month w/ overages @ $.04*** ***Overages Reconciled Annualy***	***Included***
Maintenance includes all parts, consumables, labor and travel *- includes staples – Paper excluded*	

New All-Inclusive Monthly Agreement *(60 Month FMV)*	***$891.43***

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Proposed Solution

Benefit Summary

1. Dahill Exclusive "Direct Link" Service Tool - User can send service calls, supply orders and meter readings from the Xerox Device.
2. Dahill Exclusive, "Common Sense" Service Guaranty – Reducing Client Exposure
3. Monthly Savings on Office Technology with Increased Capabilities
4. Right Size- VAULT copier
5. Flexible Service Agreement Designed to Fit Actual Usage
6. 130 Sheet Single Pass Duplex Automatic Document Feeder when scanning 2 sided- originals
    a. Faster Scan speed 139 images per minute
    b. less wear and tear on the document feeder = greater reliability
    c. Blank Page Delete capability
    d. Searchable PDF/ Optical Character Recognition (OCR)
7. Faster job processing for print jobs with Connect Key I series Print Processor
    a. Simplified Web Utility programming
8. Secure Print – for Confidentiality
9. Apple Air Print / Mopria Certified Mobile Printing Feature from Smartphones / Tablets
10. Cloud Printing – print@printbyxerox.com
11. Pro Active Account Management through Business Reviews

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www.xbssouthwest.com

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING AN AFFADAVIT FOR A SCRIVENERS ERROR CORRECTING THE SPELLING OF "ADIRONDAK PASS" TO "ADIRONDACK PASS" ON SHEET 1 OF THE FINAL PLAT IN THE LINEAR FOOTAGE OF RIGHT-OF-WAY TABLE, SHEET 1 OF THE FINAL PLAT IN THE RIGHT-OF-WAY EXHIBIT, & SHEET 2 OF THE FINAL PLAT AS LISTED IN LOTS NUMBER 1 & 6 BY THE ORIGINAL SURVEYOR OF SARATOGA FARMS SUBDIVISION, SECTION FIVE FINAL PLAT.

DEPARTMENT: Planning and Development

PROPOSED ACTION:
Consideration and action on a resolution to approve an Affidavit of Scriveners Error.

BACKGROUND: Originally the Final Plat was approved by the Planning & Zoning Commission and recorded with Bastrop County. After the recording it was discovered there was a spelling error with the name of a road. This is an attempt to correct the error with the County.

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

RECOMMENDATION:
Staff recommends approval of the resolution

ATTACHMENTS:
Executive Summary, Resolution, & Exhibit "A" of the Resolution.

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

RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING AN AFFADAVIT FOR A SCRIVENERS ERROR CORRECTING THE SPELLING OF "ADIRONDAK PASS" TO "ADIRONDACK PASS" ON SHEET 1 OF THE FINAL PLAT IN THE LINEAR FOOTAGE OF RIGHT-OF-WAY TABLE, SHEET 1 OF THE FINAL PLAT IN THE RIGHT-OF-WAY EXHIBIT, & SHEET 2 OF THE FINAL PLAT AS LISTED IN LOTS NUMBER 1 & 6 BY THE ORIGINAL SURVEYOR OF SARATOGA FARMS SUBDIVISION, SECTION FIVE FINAL PLAT.

WHEREAS, the Final Plat for Saratoga Farms Subdivision, Section Five was approved by the Planning & Zoning Commission and was recorded on July 18, 2019 in Cabinet 6, Slide 110-B of the Plat Records for Bastrop County, TX; and

WHEREAS, the Final Plat for Saratoga Farms Subdivision, Section Five was discovered to have a Scrivener's Error regarding the spelling of a roadway name on July 23, 2019 and the surveyor of record has prepared an affidavit for a scrivener's error, known as Exhibit "A", to formally correct this error; and

WHEREAS, it is necessary for the City to recognize this affidavit for purposes of having Bastrop County update and correct their documentation;

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

Section 1. That the original surveyor is hereby authorized to record the attached document known as Exhibit "A" (Affidavit of Scrivener's Error) attached hereto and incorporated herein by reference as a part of this Resolution for all purposes.

Section 2. This Resolution shall be in force and effect from and after its passage on the date shown below.

PASSED, APPROVED AND EFFECTIVE on the 3rd day of September 2019.

CITY OF ELGIN, TEXAS

_____

Chris Cannon, Mayor

ATTEST:

_____

Amelia Sanchez, City Secretary

(City Seal)

Exhibit "A"

AFFIDAVIT AS TO SCRIVENER'S ERROR

The State of Texas	§	Re: Subdivision Plat
County of Bastrop	§	Final Plat of Saratoga Farms Subdivison, Section Five

BEFORE ME, the undersigned, a Notary Public in and for said County, State of Texas, on this day personally appeared Aaron V. Thomason, to me well known, and who, after being by me duly sworn, deposes and says that:

"I, Aaron V. Thomason, am authorized under the laws of the State of Texas to practice the profession of Surveying. I supervised and was responsible for the preparation of the subdivision plat entitled **Saratoga Farms Subdivision, Section Five,** which was recorded on the 18th Day of July 2019, in Cabinet 6, Slide 110-B of the Plat Records of Bastrop County, Texas."

"On July 23rd, 2019, it was brought to my attention that there was an inadvertent scrivener's errors in the above referenced plat," specifically in the street name Adirondack Pass on Sheets No. 1, 2, & 3 of 3, of plat:

The Street Name *Adirondak Pass* of specifically on sheet 1, in the Linear Footage of Right-Of-Way table is incorrect.

The Street Name *Adirondak Pass* specifically on sheet 1, listed within the right-of-way exhibit is incorrect.

The Street Name *Adirondak Pass* of specifically on sheet 2, listed in note number 1 & 6 are incorrect.

I have examined the recorded document, performed the appropriate actions and hereby certify that the street name on sheet 1, 2, & 3 should read:

ADIRONDACK PASS
Also see attached exhibit "A" for corrected street name

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

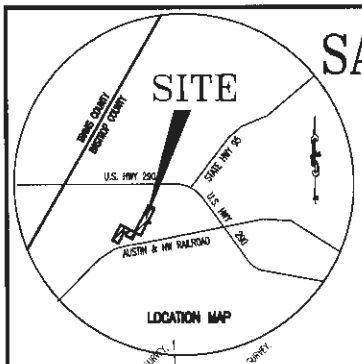
AARON V. THOMASON, Registered Professional Land Surveyor No. 6214

SUBSCRIBED AND SWORN TO BEFORE ME, this the 23rd day of July, 2019, AD

SUSAN O. MARTIN
NOTARY PUBLIC
ID# 13049238-6
State of Texas
Comm. Exp. 01-11-2020

Notary Public in and for the State of Texas

SARATOGA FARMS SUBDIVISION
SECTION FIVE



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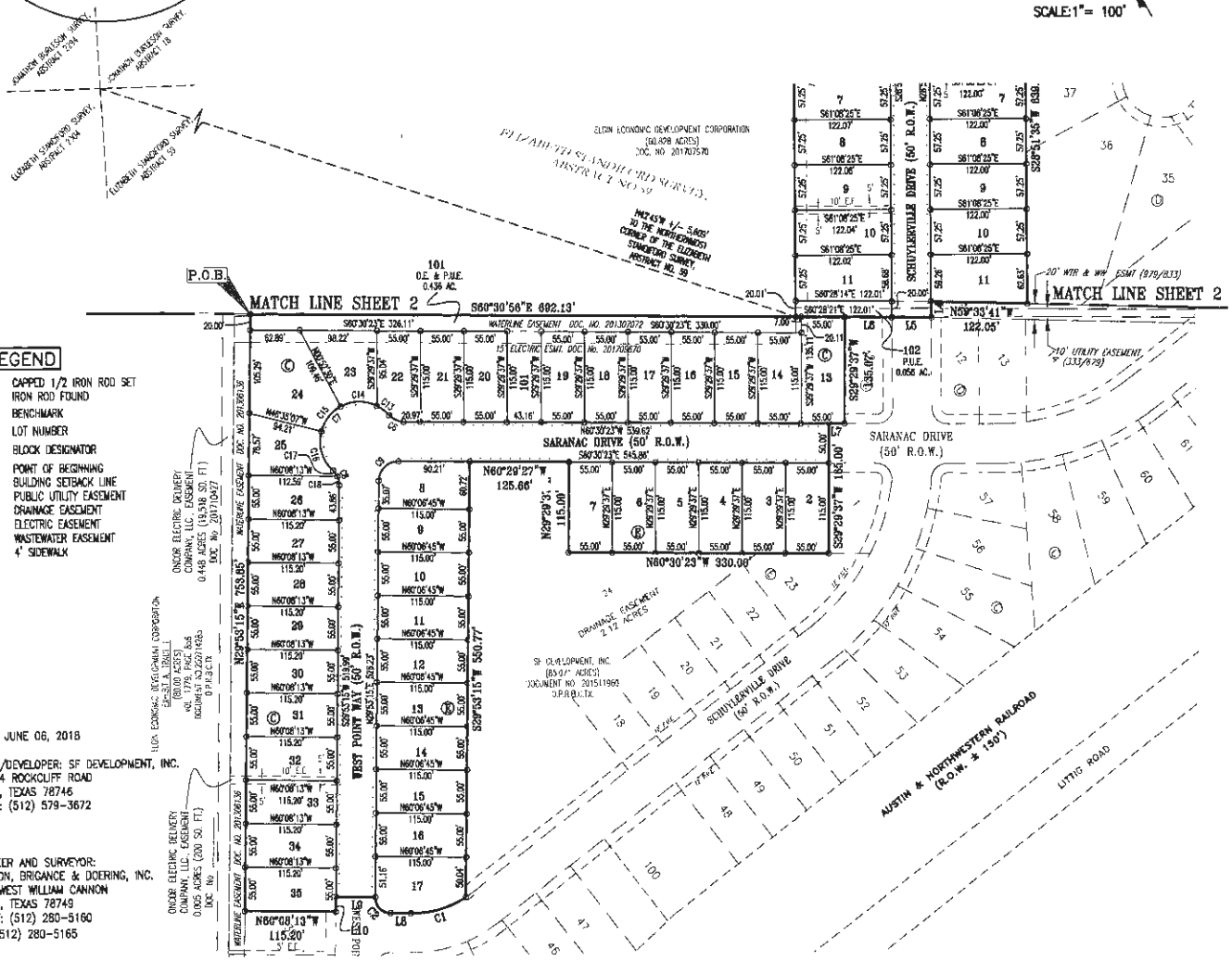


LEGEND

- ○ CAPPED 1/2 IRON ROD SET
- ● IRON ROD FOUND
- BENCHMARK
- 1 LOT NUMBER
- (A) BLOCK DESIGNATOR

P.O.B.	POINT OF BEGINNING
B.L.	BUILDING SETBACK LINE
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
E.E.	ELECTRIC EASEMENT
W.W.E.	WASTEWATER EASEMENT
	4' SIDEWALK

DATE: JUNE 06, 2018

OWNER/DEVELOPER: SF DEVELOPMENT, INC.
4720-4 ROCKCLIFF ROAD
AUSTIN, TEXAS 78746
PHONE: (512) 579-3672

ENGINEER AND SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON
AUSTIN, TEXAS 78749
PHONE: (512) 280-5160
FAX: (512) 280-5165

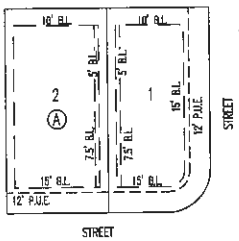
TOTAL ACREAGE: 16.627 ACRES
SURVEY: ELIZABETH STANDIFER SURVEY ABS. 59

NO OF RESIDENTIAL LOTS: 83
NO OF EXISTING EASEMENT LOTS: 1
NO OF DRAINAGE EASEMENT LOTS: 1
NO OF BLOCKS: 5
TOTAL: 85

F.E.M.A. MAP NO. 48021C 0075 E
BASTROP COUNTY, TEXAS DATED: JANUARY 19, 2006

LINEAR FOOTAGE OF RIGHT-OF-WAY

SARANAC DRIVE	50' R.O.W.	596'
SCHUYLERVILLE DRIVE	50' R.O.W.	1,321'
ADIRONDACK PASS	50' R.O.W.	396'
WEST POINT WAY	50' R.O.W.	576'
TOTAL		2,889'



STREET
TYPICAL LOT EASEMENTS

SETBACKS:
BUILDING SETBACK DISTANCES ARE IN ACCORDANCE WITH THOSE SPECIFIED IN R-3 SINGLE FAMILY DWELLING DISTRICT. SEE SEC. 46-303 ELGIN, TEXAS CODE OF ORDINANCES (CODE 1990, ch. 11, 2(c)(4)(d))

NOTE: SIDE 5' B.L. IS FOR ONE STORY DWELLING
SIDE 7.5' B.L. IS FOR MORE THAN ONE STORY DWELLING

NOTE: ALL ELECTRIC EASEMENTS SHOWN, UNLESS OTHERWISE NOTED, ARE DEDICATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.

BENCHMARK NOTES:

BM#2 IS A CAPPED 1/2" IRON ROD SET STAMPED "CBD SETSTONE"
ELEVATION = 558.39'

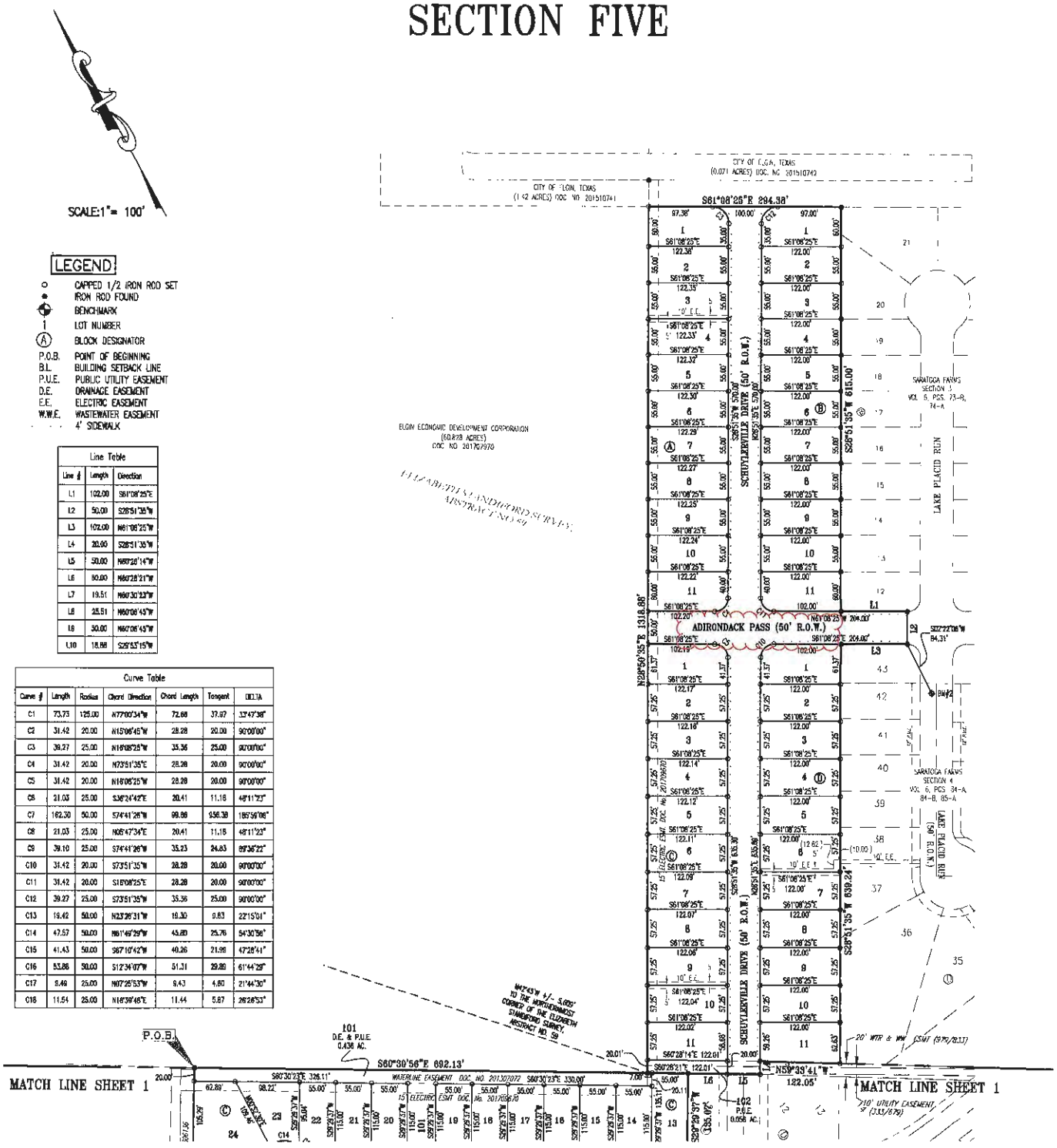
REVISIONS	
DATE	REASON
07/06/2017	PLAT SUBMITTAL FOR REVIEW
07/28/2017	PLAT UPDATED PER REVIEW COMMENTS
10/06/2017	PLAT UPDATED PER REVIEW COMMENTS

SHEET NO. 1 OF 3 (RH)

Carlson, Brigance & Doering, Inc.
FIRM ID #F1791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH-J:\4941\SURVEY\PLAT SECTION 5 SARATOGA FARMS

SARATOGA FARMS SUBDIVISION
SECTION FIVE



LEGEND

- ○ CAPPED 1/2 IRON ROD SET
- ● IRON ROD FOUND
- BENCHMARK
- 1 LOT NUMBER
- (A) BLOCK DESIGNATOR
- P.O.B. POINT OF BEGINNING
- B.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- E.E. ELECTRIC EASEMENT
- W.W.E. WASTEWATER EASEMENT
- 4' SIDEWALK

Line Table		
Line #	Length	Direction
L1	102.00	S61°08'25"E
L2	50.00	S28°51'35"W
L3	102.00	N61°08'25"W
L4	20.00	S28°51'35"W
L5	50.00	N89°28'14"W
L6	90.00	N60°28'21"W
L7	19.51	N60°30'23"W
L8	25.51	N60°08'43"W
L9	30.00	N60°08'43"W
L10	18.88	S29°53'15"W

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	73.73	125.00	N77°00'34"W	72.68	37.97	33°47'38"
C2	31.42	20.00	N15°08'45"W	28.28	20.00	90°00'00"
C3	39.27	25.00	N16°08'25"W	35.36	25.00	90°00'00"
C4	31.42	20.00	N73°51'35"E	28.28	20.00	90°00'00"
C5	31.42	20.00	N16°08'25"W	28.28	20.00	90°00'00"
C6	21.03	25.00	S36°24'42"E	20.41	11.16	48°11'23"
C7	162.30	50.00	S74°41'26"W	99.86	956.38	185°56'06"
C8	21.03	25.00	N05°47'34"E	20.41	11.16	48°11'23"
C9	39.10	25.00	S74°41'26"W	35.23	24.83	89°36'22"
C10	31.42	20.00	S73°51'35"W	28.28	20.00	90°00'00"
C11	31.42	20.00	S16°08'25"E	28.28	20.00	90°00'00"
C12	39.27	25.00	S73°51'35"W	35.36	25.00	90°00'00"
C13	19.42	50.00	N23°26'31"W	19.30	9.83	22°15'01"
C14	47.57	50.00	N61°46'29"W	45.80	25.76	54°30'56"
C15	41.43	50.00	S67°10'42"W	40.26	21.96	47°28'41"
C16	53.86	50.00	S12°34'07"W	51.31	29.89	61°44'29"
C17	8.49	25.00	N07°25'53"W	8.43	4.80	21°44'30"
C18	11.54	25.00	N16°39'46"E	11.44	5.87	26°26'53"

NOTE: ALL ELECTRIC EASEMENTS SHOWN, UNLESS OTHERWISE NOTED, ARE DEDICATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.

SHEET NO. 2 OF 3

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 100?-1900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH-J:\4941\SURVEY\PLAT SECTION 5 SARATOGA FARMS

SARATOGA FARMS SUBDIVISION
SECTION FIVE

STATE OF TEXAS:
COUNTY OF BASTROP:

KNOW ALL MEN BY THESE PRESENTS: THAT, SF DEVELOPMENT, INC. BEING OWNER OF THAT CERTAIN 85.071 ACRES OF LAND OUT OF THE ELIZABETH STANDIFORD SURVEY, ABSTRACT NO. 59 SITUATED IN BASTROP COUNTY, TEXAS, AS CONVEYED TO SF DEVELOPMENT, INC., RECORDED IN DOCUMENT NUMBER 201511960 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 18.627 ACRE OF LAND, IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS:

"SARATOGA FARMS SUBDIVISION SECTION FIVE"

AND DOES HEREBY DEDICATE TO THE PUBLIC, THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE ____ DAY OF _____, 20____, A.D.

_____
SF DEVELOPMENT, INC.,
4702-4 ROCKCLIFF ROAD
AUSTIN, TEXAS 78746

STATE OF TEXAS:
COUNTY OF BASTROP:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN S. LLOYD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____, A.D.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

LIENHOLDER: _____ DATE: _____

BY:_____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEX

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF ELGIN, TEXAS, ON THIS THE _____ DAY OF _____, 20____, A.D.

PLANNING AND ZONING COMMISSION, CITY OF ELGIN, TEXAS

_____ _____
CHAIRPERSON SECRETARY

STATE OF TEXAS:
COUNTY OF BASTROP:

I, _____, CLERK OF BASTROP COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK ___M., AND DULY RECORDED ON THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK ___ M., IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE ___ DAY OF _____, 20____, A.D.

_____, COUNTY CLERK, BASTROP COUNTY, TEXAS

_____
BY: DEPUTY

FILED FOR RECORD AT _____ O'CLOCK __M., THIS THE ____ DAY OF _____, 20____, A.D.

_____, COUNTY CLERK, BASTROP COUNTY, TEXAS

_____
BY: DEPUTY

1. SIDEWALKS 4' IN WIDTH ARE REQUIRED ALONG BOTH SIDES OF WEST POINT WAY, SCHUYLERVILLE DRIVE, SARANAC DRIVE, AND ADIRONDACK PASS.
2. BUILDING SETBACK DISTANCES ARE IN ACCORDANCE WITH THOSE SPECIFIED IN R-3 SINGLE FAMILY DWELLING DISTRICT. SEE SEC. 46-303 ELGIN, TEXAS CODE OF ORDINANCES (CODE 1990, ch. 11, 2(c)(4)(d))
3. A 12' P.U.E. IS HEREBY DEDICATED ADJACENT TO AND PARALLEL WITH ALL THE STREETS IN THIS SUBDIVISION.
4. ACCESS IS DENIED TO AND FROM LEE DILDY BLVD. FOR LOTS 1, BLOCK A AND LOT 1, BLOCK B.
5. ACCESS IS DENIED TO AND FROM SARANAC DRIVE FOR LOT 8, BLOCK E.
6. ACCESS IS DENIED TO AND FROM ADIRONDACK PASS FOR LOT 11, BLOCK A, LOT 1, BLOCK D, LOT 11, BLOCK B, AND LOT 11, BLOCK A.
7. LOT 101 AND LOT 102, BLOCK C WILL BE OWNED AND MAINTAINED BY THE SARATOGA FARMS HOMEOWNERS ASSOCIATION.

FLOOD PLAIN NOTE: NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL FLOOD INSURANCE ADMINISTRATION RATE MAP NO. 48021C 0075 E, FOR BASTROP COUNTY TEXAS, DATED JANUARY 19, 2006.

STATE OF TEXAS:
COUNTY OF BASTROP:

I, RONALD D. MOORE, P.E., DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY THE CITY OF ELGIN, TEXAS.

ENGINEERING BY: _____ DATE _____
RONALD D. MOORE, P.E. NO. 56719
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DR.
AUSTIN, TEXAS 78749

CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

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

THAT I, AARON V. THOMASON, DO I HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATION OF THE CITY OF ELGIN, TEXAS

SURVEYED BY: _____ DATE _____
AARON V. THOMASON, R.P.L.S. NO. 6214
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DR.
AUSTIN, TEXAS 78749

SHEET NO. 3 OF 3

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 100240-00
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH--J: \4941\SURVEY\PLAT SECTION 5 SARATOGA FARMS

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING AN AFFADAVIT FOR A SCRIVENERS ERROR CORRECTING THE SPELLING OF "SCHYYLERVILEE DRIVE" TO "SCHUYLERVILLE DRIVE" ON SHEET 1 OF THE FINAL PLAT IN THE LINEAR FOOTAGE OF RIGHT-OF-WAY TABLE, SHEET 1 OF THE FINAL PLAT IN THE RIGHT-OF-WAY EXHIBIT, & SHEET 3 OF THE FINAL PLAT AS LISTED IN LOTS NUMBER 1 & 4 BY THE ORIGINAL SURVEYOR OF SARATOGA FARMS SUBDIVISION, SECTION FOUR FINAL PLAT.**

DEPARTMENT: Planning and Development

PROPOSED ACTION:
Consideration and action on a resolution to approve an Affidavit of Scriveners Error.

BACKGROUND: Originally the Final Plat was approved by the Planning & Zoning Commission and recorded with Bastrop County. After the recording it was discovered there was a spelling error with the name of a road. This is an attempt to correct the error with the County.

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

RECOMMENDATION:
Staff recommends approval of the resolution

ATTACHMENTS:
Executive Summary, Resolution, & Exhibit "A" of the Resolution.

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

RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING AN AFFADAVIT FOR A SCRIVENERS ERROR CORRECTING THE SPELLING OF "SCHYYLERVILEE DRIVE" TO "SCHUYLERVILLE DRIVE" ON SHEET 1 OF THE FINAL PLAT IN THE LINEAR FOOTAGE OF RIGHT-OF-WAY TABLE, SHEET 1 OF THE FINAL PLAT IN THE RIGHT-OF-WAY EXHIBIT, & SHEET 3 OF THE FINAL PLAT AS LISTED IN LOTS NUMBER 1 & 4 BY THE ORIGINAL SURVEYOR OF SARATOGA FARMS SUBDIVISION, SECTION FOUR FINAL PLAT.

WHEREAS, the Final Plat for Saratoga Farms Subdivision, Section Four was approved by the Planning & Zoning Commission and was recorded on January 12, 2018 in Cabinet 6, Slide 84-A of the Official Public Records for Bastrop County, TX; and

WHEREAS, the Final Plat for Saratoga Farms Subdivision, Section Four was discovered to have a Scrivener's Error regarding the spelling of a roadway name on March 28, 2018 and the surveyor of record has prepared an affidavit for a scrivener's error, known as Exhibit "A", to formally correct this error; and

WHEREAS, it is necessary for the City to recognize this affidavit for purposes of having Bastrop County update and correct their documentation;

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

Section 1. That the original surveyor is hereby authorized to record the attached document known as Exhibit "A" (Affidavit of Scrivener's Error) attached hereto and incorporated herein by reference as a part of this Resolution for all purposes.

Section 2. This Resolution shall be in force and effect from and after its passage on the date shown below.

PASSED, APPROVED AND EFFECTIVE on the 3rd day of September 2019.

CITY OF ELGIN, TEXAS

_____

Chris Cannon, Mayor

ATTEST:

_____

Amelia Sanchez, City Secretary

(City Seal)

Exhibit "A"

AFFIDAVIT AS TO SCRIVENER'S ERROR

The State of Texas § Re: Subdivision Plat

County of Bastrop § Final Plat of Saratoga Farms Subdivison, Section Four

BEFORE ME, the undersigned, a Notary Public in and for said County, State of Texas, on this day personally appeared Aaron V. Thomason, to me well known, and who, after being by me duly sworn, deposes and says that:

"I, Aaron V. Thomason, am authorized under the laws of the State of Texas to practice the profession of Surveying. I supervised and was responsible for the preparation of the subdivision plat entitled **Saratoga Farms Subdivision, Section Four,** which was recorded on the 12th Day of Janaury 2018, in Cabinet 6, Slide 84-A of the Official Public Records of Bastrop County, Texas."

"On March 28th, 2018, it was brought to my attention that there was an inadvertent scrivener's errors in the above referenced plat," specifically in the street name Schuylerville Drive on Sheet No. 1 of 3 and 3 of 3 of said plat:

The Street Name *Schuyervilee Drive,* specifically on sheet 1, in the Linear Footage of Right-Of-Way table is incorrect.

The Street Name *Schuyerville Drive,* specifically on sheet 1, listed within the right-of-way exhibit is incorrect.

The Street Name *Schuyerville Drive*, specifically on sheet 3, listed in note number 1 & 4 are incorrect.

I have examined the recorded document, performed the appropriate actions and hereby certify that the street name on sheet 1 & 3 should read:

SCHUYLERVILLE DRIVE
Also see attached exhibit "A" for corrected street name

STATE OF TEXAS REGISTERED AARON V. THOMASON 6214 PROFESSIONAL LAND SURVEYOR

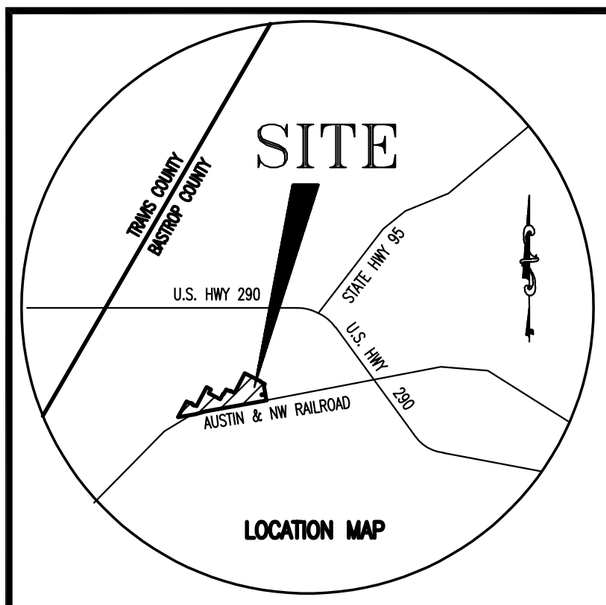
AARON V. THOMASON, Registered Professional Land Surveyor No. 6214

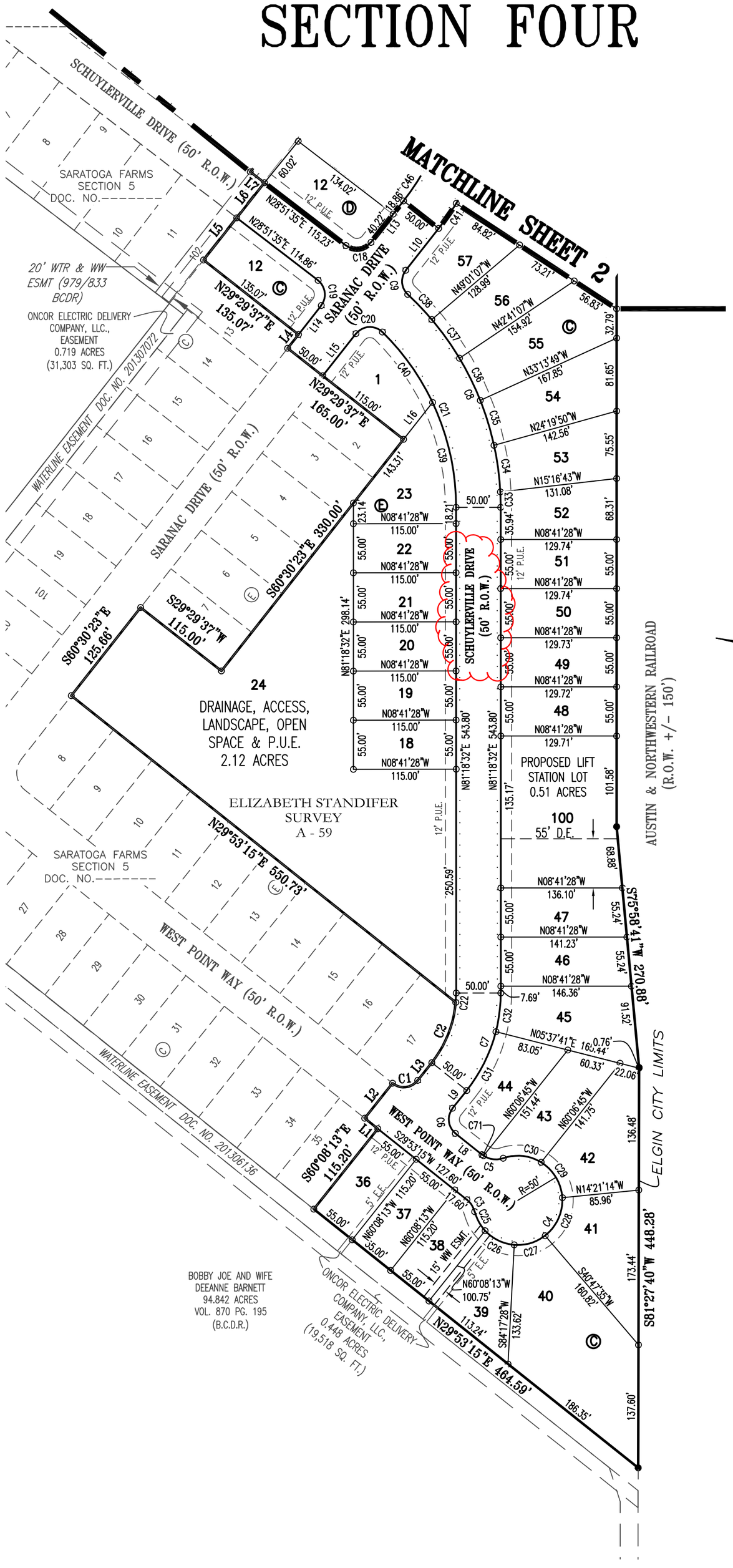
SUBSCRIBED AND SWORN TO BEFORE ME, this the 17th day of April, 2018, AD

[illegible] HODGES
[illegible] State of Texas
My Commission Expires
[illegible] e 17 2023
NOT[illegible] ID 12672402-6

Notary Public in and for the State of Texas

SARATOGA FARMS SUBDIVISION
SECTION FOUR





LEGEND

- ○ CAPPED 1/2 IRON ROD SET
- ● IRON ROD FOUND
- ⊕ BENCHMARK
- 1 LOT NUMBER
- Ⓐ BLOCK DESIGNATOR
- B.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- E.E. ELECTRIC EASEMENT
- W.W.E. WASTEWATER EASEMENT
- . . . . 4' SIDEWALK

SCALE:1"= 100'

DATE: AUGUST 31, 2017

OWNER: SF DEVELOPMENT, INC
4720-4 ROCKCLIFF RD.
AUSTIN, TEXAS 78746
PHONE: (512) 579-3672

ENGINEER AND SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON
AUSTIN, TEXAS 78749
PHONE: (512) 280-5160
FAX: (512) 280-5165

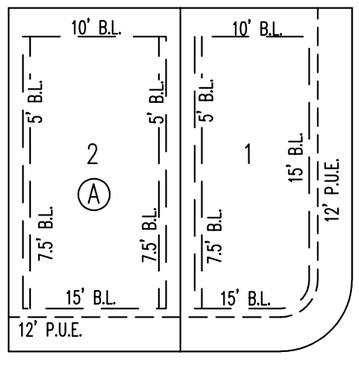
TOTAL ACREAGE: 22.458 ACRES
SURVEY: ELIZABETH STANDIFER SURVEY ABS. 59

NO OF RESIDENTIAL LOTS: 78
NO OF EXISTING EASEMENT LOTS: 2
NO OF LIFT STATION LOTS: 1
NO OF DRAINAGE EASEMENT LOTS: 1
NO OF BLOCKS: 3
TOTAL: 82

F.E.M.A. MAP NO. 48021C 0075 E
BASTROP COUNTY, TEXAS DATED: JANUARY 19, 2006

LINEAR FOOTAGE OF RIGHT-OF-WAY

SARANAC DRIVE	50' R.O.W.	1,386'
SCHUYLERVILLE DRIVE	50' R.O.W.	1,164'
LAKE PLACID RUN	50' R.O.W.	319'
WEST POINT WAY	50' R.O.W.	192'
TOTAL		3,061'



TYPICAL LOT EASEMENTS

SETBACKS:
BUILDING SETBACK DISTANCES ARE IN ACCORDANCE WITH THOSE SPECIFIED IN R-3 SINGLE FAMILY DWELLING DISTRICT. SEE SEC. 46-303 ELGIN, TEXAS CODE OF ORDINANCES
(CODE 1990, ch. 11, 2(c)(4)(d))

NOTE: SIDE 5' B.L. IS FOR ONE STORY DWELLING
SIDE 7.5' B.L. IS FOR MORE THAN ONE STORY DWELLING

BENCHMARK NOTES:

BM#1 IS A CAPPED 1/2" IRON ROD SET STAMPED "CBD SETSTONE"
ELEVATION = 548.28'

BM#2 IS A CAPPED 1/2" IRON ROD SET STAMPED "CBD SETSTONE"
ELEVATION = 558.39'

SHEET NO. 1 OF 3

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH-J: \4781\SURVEY\PLAT PH4 SARATOGA FARMS.dwg

SARATOGA FARMS SUBDIVISION
SECTION FOUR

STATE OF TEXAS:
COUNTY OF BASTROP:

KNOW ALL MEN BY THESE PRESENTS: THAT, SF DEVELOPMENT, INC., BEING OWNER OF THAT CERTAIN 85.758 ACRES OF LAND OUT OF THE JONATHAN BURLESON SURVEY, ABSTRACT NO. 18 AND THE ELIZABETH STANDIFER SURVEY, ABSTRACT NO. 59 SITUATED IN BASTROP COUNTY, TEXAS, AS CONVEYED TO SF DEVELOPMENT, INC.. BY DEED RECORDED DOCUMENT NUMBER 201511960 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS REAL PROPERTY RECORDS, DOES HEREBY SUBDIVIDE 22.458 ACRE OF LAND, IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS:

"SARATOGA FARMS SUBDIVISION SECTION FOUR"

AND DOES HEREBY DEDICATE TO THE PUBLIC, THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE ____ DAY OF _____, 20 ----, A.D.

_____
SF DEVELOPMENT, INC.,
4702-4 ROCKCLIFF ROAD
AUSTIN, TEXAS 78746

STATE OF TEXAS:
COUNTY OF BASTROP:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN S. LLOYD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20_____, A.D.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

LIENHOLDER: _____ DATE: _____

BY:_____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20_____,

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF ELGIN, TEXAS, ON THIS THE _____ DAY OF _____, 20_____, A.D.

PLANNING AND ZONING COMMISSION, CITY OF ELGIN, TEXAS

_____ _____
CHAIRPERSON SECRETARY

STATE OF TEXAS:
COUNTY OF BASTROP:

I, _____, CLERK OF BASTROP COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20_____, A.D., AT _____ O'CLOCK __.M., AND DULY RECORDED ON THE _____ DAY OF _____, 20_____, A.D., AT _____ O'CLOCK __. M., IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE ____ DAY OF _____, 20_____, A.D.

_____, COUNTY CLERK, BASTROP COUNTY, TEXAS

_____
BY: DEPUTY

FILED FOR RECORD AT _____ O'CLOCK __.M., THIS THE ____ DAY OF _____, 20_____, A.D.

_____, COUNTY CLERK, BASTROP COUNTY, TEXAS

_____
BY: DEPUTY

1. SIDEWALKS 4' IN WIDTH ARE REQUIRED ALONG BOTH SIDES OF WEST POINT WAY, SCHUYLERVILLE DRIVE, FOUR STAR DRIVE, AND LAKE PLACID RUN.

2. BUILDING SETBACK DISTANCES ARE IN ACCORDANCE WITH THOSE SPECIFIED IN R-3 SINGLE FAMILY DWELLING DISTRICT. SEE SEC. 46-303 ELGIN, TEXAS CODE OF ORDINANCES (CODE 1990, ch. 11, 2(c)(4)(d))

3. A 12' P.U.E. IS HEREBY DEDICATED ADJACENT TO AND PARALLEL WITH ALL THE STREETS IN THIS SUBDIVISION.

4. ACCESS IS DENIED TO AND FROM SCHUYLERVILLE DRIVE FOR LOTS 12 AND 44, BLOCK C, LOT 12, BLOCK D, AND LOT 1, BLOCK E.

5. ACCESS IS DENIED TO AND FROM SARANAC DRIVE FOR LOT 57.

6. ACCESS IS DENIED TO AND FROM FOUR STAR DRIVE FOR LOT 21, BLOCK D.

7. LOT 100 BLOCK C WILL BE OWNED AND MAINTAINED BY THE CITY OF ELGIN. LOT 103 BLOCK C, LOT 44 BLOCK D, AND LOT 24 BLOCK E WILL BE OWNED AND MAINTAINED BY THE SARATOGA FARMS HOMEOWNERS ASSOCIATION.

FLOOD PLAIN NOTE: NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL FLOOD INSURANCE ADMINISTRATION RATE MAP NO. 48021C 0075 E, FOR BASTROP COUNTY TEXAS, DATED JANUARY 19, 2006.

STATE OF TEXAS:
COUNTY OF BASTROP:

I, STEVEN P. CATES, P.E., DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY THE CITY OF ELGIN, TEXAS.

ENGINEERING BY: _____ DATE _____
STEVEN P. CATES, P.E. NO. 93648
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DR.
AUSTIN, TEXAS 78749

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER

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

THAT I, AARON V. THOMASON, DO I HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATION OF THE CITY OF ELGIN, TEXAS

SURVEYED BY: _____ DATE _____
AARON V. THOMASON, R.P.L.S. NO. 6214
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DR.
AUSTIN, TEXAS 78749

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

SHEET NO. 3 OF 3

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH-J: \4781\SURVEY\PLAT PH4 SARATOGA FARMS.dwg